SPECIAL AND REGULAR MEETING AGENDA

Date: 9/26/2017
Time: 6:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

6:00 p.m. Closed Session

Public comment on these items will be taken before adjourning to Closed Session.

CL1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding current labor negotiations with the Menlo Park Police Officers' Association (POA) and the Menlo Park Police Sergeants Association (PSA) and unrepresented employees

Attendees: City Manager Alex McIntyre, City Attorney Bill McClure, Administrative Services Director Nick Pegueros, Human Resources Manager Lenka Diaz, Labor Counsel Charles Sakai

CL2. Closed Session pursuant to Government Code Section §54957 to confer regarding employee performance evaluation: City Manager

Attendees: City Attorney Bill McClure, Administrative Services Director Nick Pegueros, Human Resources Manager Lenka Diaz

CL3. Closed session conference with legal counsel pursuant to Government Code section 54956.9 (d)(1) regarding existing litigation: 1 case - City of East Palo Alto v. City of Menlo Park et al., San Mateo County Superior Court Case No. 16CIV03062

Attendees: City Manager Alex McIntyre, City Attorney Bill McClure, Assistant City Manager Charles Taylor

CL4. Closed session conference with legal counsel on anticipated litigation pursuant to Government Code §54956.9(d)(2) – one case

Attendees: City Manager Alex McIntyre, City Attorney Bill McClure

7:00 p.m. Regular Session

A. Call To Order

B. Roll Call

C. Pledge of Allegiance

D. Report from Closed Session

Report on action taken in Closed Session, if required, pursuant to Government Code §54957.1

E. Public Comment

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

F. Consent Calendar

F1. Approve a second amendment to the current lease agreement with Team Sheeper Inc. for operation of the Burgess and Belle Haven pools to extend the term through January 31, 2018 and make other modifications (Staff Report# 17-225-CC)

F2. Authorize the City Manager to enter into a contract with Knorr Systems for replacement of heaters and chemical controllers at the Burgess Pool and appropriate additional funding for the Annual Aquatic Center Maintenance project (Staff Report# 17-226-CC)

F3. Authorize the Mayor to finalize and submit a comment letter on the Dumbarton Transportation Corridor Study (Staff Report# 17-220-CC)

F4. Authorize the Public Works Director to accept the work performed by Tucker Construction for the Belle Haven Child Development Center Kitchen and Restroom Remodel Project (Staff Report# 17-219-CC)

F5. Authorize the Public Works Director to accept the work performed by Day's Generator Service for the Administration Building Emergency Generator Replacement Project (Staff Report# 17-221-CC)

F6. Approve the 2017-18 investment policy for the City and the former Community Development Agency of Menlo Park (Staff Report# 17-227-CC)

G. Public Hearing

G1. Consider the Planning Commission's recommendation to approve the final EIR, architectural control, heritage tree removal permits, below market rate (BMR) housing agreement, and development agreement for the Middle Plaza at 500 El Camino Real project (300-550 El Camino Real) (Staff Report# 17-223-CC)

H. Regular Business

H1. Consider the Planning Commission's recommendation to approve the Mitigated Negative Declaration, prezoning, rezoning, General Plan amendment, tentative map, use permit, architectural control, below market rate (BMR) housing agreement, and heritage tree removal permits, as well as a tax exchange agreement, for the 2111-2121 Sand Hill Road ("2131 Sand Hill Road") project (Staff Report# 17-224-CC)

H2. Discussion of downtown paseo pilot program and next steps (Staff Report# 17-232-CC)

H3. Approve the terms of a successor agreement between the City of Menlo Park and the Service Employees International Union Local 521 expiring June 30, 2020 (Staff Report# 17-216-CC)

H4. Approve the terms of a successor agreement between the City of Menlo Park and the American Federation of State, County, and Municipal Employees, Local 829 expiring June 30, 2020 (Staff Report #17-217-CC)

H5. Approve the salary adjustments for Confidential employees effective concurrently with unit-wide adjustments made to the AFSCME bargaining unit (Staff Report #17-228-CC)

H6. Approve the amendments to the Executive Management Benefits Plan document for unrepresented management personnel effective October 1, 2017 (Staff Report #17-233-CC)

H7. Approve a resolution to amend the City's Salary Schedule effective October 1, 2017 (Staff Report #17-229-CC)

H8. Amend the City Council adopted 2017-18 budget to increase the number of authorized full time equivalent employees in the Police Department for the creation of a new police unit (Staff Report #17-230-CC)

I. Informational Items

I1. Update on bus shelter installation in Belle Haven (Staff Report# 17-222-CC)

J. City Manager's Report

K. Councilmember Reports

L. Adjournment

Agendas are posted in accordance with Government Code Section 54954.2(a) or Section 54956. Members of the public can view electronic agendas and staff reports by accessing the City website at www.menlopark.org and can receive e-mail notification of agenda and staff report postings by subscribing to the "Notify Me" service at menlopark.org/notifyme. Agendas and staff reports may also be obtained by contacting City Clerk at 650-330-6620. (Posted: 9/21/2017)

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

At every Special Meeting of the City Council, members of the public have the right to directly address the City Council on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

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STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-225-CC**

Consent Calendar: **Approve a second amendment to the current lease agreement with Team Sheeper Inc. for operation of the Burgess and Belle Haven pools to extend the term through January 31, 2018 and make other modifications**

Recommendation

Staff recommends that the City Council approve a second amendment to the current lease agreement with Team Sheeper Inc. (formerly known as Menlo Swim and Sport) for operation of Burgess and Belle Haven pools to extend the term through January 31, 2018 and make other modifications, which will provide time to develop a new operations agreement for Council approval at the earliest possible date.

Policy Issues

Team Sheeper Inc., has been operating the Burgess Pool facility since 2006 and took over summer operations at Belle Haven Pool in 2012 and is now operating that pool, with limited hours, year-round. The City Council continues to support use of this alternative service provider given the history of outstanding customer service and the cost savings offered through outsourcing this program. Although lease renewal negotiations have been ongoing since May 2016, Team Sheeper Inc. recently indicated a desire to change from a lease to a more conventional contract program provider model, which requires time to explore.

Background

The initial lease agreement with Team Sheeper expired in May 2011 and following a lengthy Request for Proposals (RFP) process, the Council approved the Lease Agreement (Menlo Park Aquatic Facilities) with Team Sheeper for five more years. This lease agreement was set to expire in May 2016 and at their meeting on May 5, 2015, the City Council directed staff to work with Team Sheeper Inc. on a renewal and extension of the current lease and forego the RFP process. The Council previously approved an Amendment to Lease Agreement to extend the term of the current lease to September 30, 2017 in order to conclude negotiations and prepare a new lease for Council approval.

Detailed background on the history of Menlo Park's pool operations and the evolution of the current lease with Team Sheeper, and the 2015 Aquatics Contractor Annual Report can be found in the attached Parks and Recreation Commission staff report from February 24, 2016 (Attachment A).

On May 5, 2015, the City Council approved the Parks and Recreation Commission's recommendation to negotiate with Team Sheeper to renew and extend the lease agreement for the City's aquatics operations. During that meeting, the Council received public feedback from users of the Burgess Pool and instructed staff to consider the following items during their negotiations with Team Sheeper:

- Continue to include the Parks and Recreation Commission in negotiations of the lease agreement extension.
- Ensure that pool lane usage is maximized and lanes are utilized in the best possible way.
- Evaluate the availability of lap swim throughout the day at the pools, particularly in the mornings when the Master Swim Program is operating.
- Council members were supportive of the SOLO Swim Team's request to have SOLO team attire available in the Burgess Pool shop as well as access to lobby bulletin boards to promote the SOLO Swim Team.
- Determine market rate for lane usage at other aquatic facilities in the area.
- Council was concerned about SOLO's use of the term "fair" and recommended that SOLO submit a range of rates they would consider "fair".

Over the past two years, City staff has negotiated with the Team Sheeper on a renewal of the current lease with no major changes to most components of the lease agreement regarding reporting, safety standards, program mix, insurance, customer service standards and more. Recommendations were made largely on operating experience over the past five years and from feedback received by the Council and the Parks and Recreation Commission. Audits of the pool infrastructure at both Burgess and Belle Haven Pools caused delays in coming to terms on a lease that would accurately reflect the actual costs of maintaining the aging infrastructure. Earlier this year staff reached an impasse with Team Sheeper over some material terms such as rent, repair and replacement expenses, and pass through of certain operating expenses, like sewer charges.

Analysis

Through the negotiation process, the City's negotiation team has come to understand and appreciate the challenges of operating the Burgess and Belle Haven pools under the current lease model for what is largely a community service with low cost recovery. There is very little margin, year to year, after the bills have been paid to allow Team Sheeper to remain a viable business. Most municipal pools operate between 40 to 70 percent cost recovery with the General Fund (taxpayer dollars) subsidizing the balance. Over the past eleven and half years, the City's agreement with Team Sheeper Inc. for the operation of Burgess Pool, and later Belle Haven Pool, has saved the City hundreds of thousands of dollars and has been an arrangement coveted by many neighboring municipalities. The lease model functioned well in the first five years when expenses for the operator were lower and more predictable and the mission of the operator was largely focused on revenue generating programming. The next five years were more challenging with the addition of a lease payment as well as payments for repairs and maintenance and pool chemistry falling squarely on Team Sheeper.

Twelve years later, the City has an aging pool infrastructure and volatile market conditions where the costs of doing business are significantly higher, particularly in recruiting, hiring and retaining low wage staff which make up a significant cost of pool operations. Other important costs which have also increased significantly have been utilities and chemicals. This year (2017) has been a particularly challenging year for the Team Sheeper with recent declines in summer swim school and youth swim participation, two of highest revenue generating programs allow which usually allow accumulation of reserves to support costs in the leaner winter months when overall participation at the pools decline.

The current lease model is not sustainable given these market conditions and aging facilities. City staff have not been able to identify a similar model with other municipal pools where a private operator is responsible for all the programming along with operations and maintenance of the facility. The most common examples of other privately operated pools include the operator running some or all of the aquatics programming similar to the way in which a recreation contractor offers programs and services at the City's community

centers. In the contractor model, the City and the service provider share in a percentage of the revenue generated from programs and services. The contractor is responsible for all direct expenses related to programming including direct labor, liability insurance, worker's compensation, health insurance, supplies marketing and promotion. The City owns responsibility for its facility including capital replacement, repairs and maintenance.

The current lease extension will expire on September 30, 2017. In order to continue negotiations with Team Sheeper, staff recommends a second amendment to extend the lease to January 31, 2018. Also, as part of the amendment, modifications would be made to the current lease. Proposed modifications include: the City's waiver of rent and cost of utilities, assumption of pool chemicals cost, and repairs and maintenance cost beyond the normal maintenance and standard of care provided by Team Sheeper's personnel.

Staff will schedule one or more closed sessions with the City Council to give the Council the opportunity to provide authority/direction to the City's negotiation team on a new proposed operations model, new revenue sharing model or other alternative solutions, with the goal of completing negotiations and returning with a new lease at the earliest possible meeting date for final approval.

Impact on City Resources

The extension of the lease with the necessary modifications through January 31, 2018 is expected to reduce rental and reimbursement revenue by an estimated $69,000 and increase operating expenditures by an estimated $51,000. Staff will include these changes in the mid-year budget adjustment report to the City Council.

Environmental Review

This item does not require environmental review.

Public Notice

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

Attachments

A. Parks and Recreation Commission staff report from February 24, 2016
B. Amendment to Team Sheeper Inc. Lease Agreement

Report prepared by:
Derek Schweigart, Assistant Community Services Director

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **2/24/2016**
Staff Report Number: **16-004-PRC**

Presentation: **Review and provide feedback on Aquatics Contractor Annual Report**

Recommendation

City staff recommends that the Parks and Recreation Commission receive and provided feedback on the Aquatics Contractor Annual Report.

Policy Issues

The current lease agreement with the Menlo Swim and Sport requires an annual presentation in February of each year to the Parks and Recreation Commission.

Background

A detailed background on the history of Menlo Park's pool operations and the evolution of the current contract with Menlo Swim and Sport can be found in the attached Parks and Recreation Commission report from their meeting on February 25, 2015 (Attachment A).

The current lease agreement with Menlo Swim and Sport requires an annual presentation in February of each year to the Parks and Recreation Commission reporting on:

- total program hours by program area
- participation statistics by program area including resident and non-resident percentages
- customer satisfaction survey results
- user group feedback by program area or rental
- pool schedule and allocation by program for previous year and projections to the upcoming year
- fees by program area and fee comparison to other public pools in the region
- evidence that annual audits and reviews demonstrating standards of care are being met risk management documentation, and more.

Last year's Aquatics Contractor Annual Report and presentation to the Commission was an important milestone, as the current lease to operate the City's aquatic facilities is set to expire in May 2016. The Commission's discussion included an overview of the RFP process, weighing the pros and cons of a lease extension versus a complete RFP process, a review of the annual report and current contractor's performance, a question/answer session, and preliminary discussion about potential terms of a new lease agreement. Possible lease/contract terms discussed included a longer term for the agreement which would allow for greater stability, a requirement for year-round operation of Belle Haven Pool and maintaining any previous agreements to ensure community access and scheduling for such groups as the SOLO Swim Team. At this meeting the Commission tabled further discussion on any potential contract renewal to allow the pool contractor to respond to some of the questions that the Commission presented, receive community feedback into the process and consider terms of the agreement in order to better formulate a

recommendation for staff to present to the City Council.

At their March 25, 2015 meeting, the Parks and Recreation Commission welcomed public comment on the subject of renewing and extending the lease with Menlo Swim and Sport versus engaging in an RFP process. At that meeting, the Commission discussed the lack of compelling arguments in favor of a RFP process and determined that an invitation for alternate providers was not likely to result in potential bidders who could provide the level of service of the current provider as well as a monthly lease payment to the City. The Commission voted unanimously in support of staff developing a term sheet for the extension of the lease agreement with Menlo Swim and Sport and emphasized their desire that year-round operation of the Belle Haven Pool continue as part of the lease extension and previous agreements with outside user groups are maintained to ensure maximum community accessibility.

On May 5, 2015, the City Council received a staff report to approve the Parks and Recreation Commission's recommendation to negotiate with Menlo Swim and Sport to extend the current lease agreement for the City's aquatic operations. After receiving public comment and providing direction to staff on the negotiation process, the Council approved the Commission's recommendation and directed staff to negotiate with Menlo Swim and Sport.

Analysis

Since entering into a public/private partnership with the City of Menlo Park in 2006, Menlo Swim and Sport's unique business model allows them to promote healthy, balanced lifestyles through aquatic sports and outdoor family activity. In cooperation with the City of Menlo Park, Menlo Swim and Sport makes full use of the City's aquatic facilities by providing a proactive model of sports and aquatic programming. There are few, if any, municipally-owned pool operations on the Peninsula that compare to what is offered at the Burgess Pool in terms of the number of hours, level of convenience or breadth of programming. One example is the availability of lap swim in Menlo Park. Most pools, such as Rinconada in Palo Alto, Eagle Park in Mountain View or Herkner in Redwood City offer set times for individuals to do Lap Swim such as 6-9 a.m. in the morning and 6-8 p.m. in the evening, which works for some customer's schedules but not for all. At Burgess Pool, Lap Swim is available anytime during the day when the pool is open. It is estimated that more than 488,000 users visit the Burgess Pool facility, and 16,000 users visit the Belle Haven Pool facility on an annual basis. Menlo Swim and Sport's approach has enabled it to offer a broad and diverse range of programming that includes such activities and programs as:

- aquafit
- multi-sport day camps
- lap swim, open swim
- master swim
- water polo
- competitive swim
- swim school
- personal and triathlon training.

Its business model also makes use of numerous partnerships for success. Through its partnership with Facebook and the City, Menlo Swim and Sport has been able to maintain year-round operations of the Belle Haven Pool. A significant partnership with the Beyond Barriers Athletic Foundation (BBAF) has helped to bring swim lessons and water polo coaching to lower income youth in Belle Haven and the East Palo Alto communities. At its peak, the Belle Haven swim school saw 431 unique students and the growth of Brenda Villa's Belle Haven Water Polo Program to almost 50 members this past year. The BBAF was able to subsidize 1,949 Belle Haven swim lessons and 1,827 Belle Haven water polo lessons. Other partnerships include those with Beechwood School to provide lessons to children and adults and the Ravenswood Health

Clinic to provide Aquafit classes at Belle Haven Pool.

In 2015, Menlo Swim and Sport experienced continued, steady growth of its core programming at its Burgess Pool facility and maintained continued year-round operations at the Belle Haven facility, beyond the required 10-week summer period. It also reported its best year at Belle Haven Pool with an increase in swim lessons and open swim drop-in users. They are providing more swim lessons to the community and attracting more members of the community to come enjoy the aquatic facilities. Also this year, Menlo Mavericks Water Polo team attended Junior Olympics in Orange County and sent a 10 and under co-ed team and a 14 and under girls team to the competition. A complete review of the past year is included in the Aquatics Contractor Annual Report (Attachment B).

Impact on City Resources

Since the current contract with Menlo Swim and Sport was implemented in May of 2006, the City's General Fund savings is estimated to have been between $450,000 and $550,000 annually. At the time the original contract was negotiated, there were few contractors available for this type of work and the estimated annual savings was seen as a fair and appropriate return for the contractor's use of a City facility. In addition, compared to other cities in the area providing an estimated average subsidy of $500,000 per year per pool, the City benefited from the ability to offer high quality programs with little financial impact to the General Fund. Since Menlo Swim and Sport now has experience perfecting their business model, the current lease agreement requires a rental fee for the Burgess Facility as well as assumption of expenses for operating the Belle Haven Pool year round. The total general fund savings is $90,000 annually for Belle Haven Pool operations alone (total expenses the last year the City operated Belle Haven Pool for 8 weeks), and an additional $36,000 in annual revenue for Burgess Pool rental payments, for an annual net impact of $126,000.

Environmental Review

This item does not require environmental review.

Public Notice

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

Attachments

A. Parks and Recreation Commission Staff Report for the Aquatics Contract Annual Report February 25, 2015
B. Menlo Swim and Sport's Annual Report to the City of Menlo Park February 17, 2016

Report prepared by:
Derek Schweigart
Community Services Manager

ATTACHMENT A

City of Menlo Park
Community Services

Memo

To: Parks and Recreation Commission

From: Derek Schweigart, Community Services Manager

Date: February 25, 2015

Re: Aquatics Contractor Required Annual Report

Background

The City of Menlo Park has provided aquatics programs at Burgess Park since the 1960's and at the Belle Haven pool since the 1980's. In 2006, the Burgess Pool was extensively renovated using Measure T bonds, including addition of a 25 meter x 25 yard lap pool, 25 yard x 50 foot instructional pool, a wading pool with a mushroom splash feature, locker rooms, showers, a central lobby, support offices and concrete pool decks. Prior to the renovation, the annual net cost to operate the pool was roughly $590,000.

The Belle Haven Pool was traditionally operated by the City mid-June through late August and averaged about 5,500 participants per season. Prior to being contracted out to Menlo Swim and Sport in 2011, the 2010-2011 budget for the Belle Haven pool was $184,000 which included the cost of City staffing and utilities.

Prior to completing the construction of the Burgess project and opening the facility in 2006, the City had undertaken a community-based budget process called *Your City/Your Decision*, the results of which provided guidance for making difficult budget reductions. As a result of this process, the aquatics budget was identified for reduction. Due to the nature of public aquatic programs and facilities, achieving full cost recovery was not seen as possible, given that the new facility -- with multiple pools -- would have higher costs than previously incurred. Several options for cost savings were discussed, including reduced operational hours, pool closure during winter months, and closing the Belle Haven pool entirely. An alternative solution was reached in May 2006, when the City of Menlo Park entered into a Lease Agreement with a private contractor, Menlo Swim and Sport, to operate the Burgess facility and provide aquatic programming year-round for five years. This original lease agreement expired in May, 2011.

In April 2010, the City began seeking proposals from aquatic providers to operate the Burgess Aquatic Facility and the aquatic programming with the expiration of the original lease with Menlo Swim and Sport. In addition, as a part of the development of long term budget cutting strategies, staff decided to include the option to bid on operations at the Belle Haven Pool.

The Parks and Recreation Commission developed the general RFP requirements and appointed an RFP review subcommittee that included residents, pool users, City staff and aquatics experts.

Overview of the Pool RFP Process

The required scope of services for the Burgess Pool site included permitting operations between the hours of 5 a.m. and 10 p.m. seven days a week and 365 days a year. The RFP required that bidders provide, at a minimum, the following aquatic services: Recreational/Open Swimming, Swim Lessons, Lap Swimming, Masters Swimming, Swim Team, and Community Rentals. Additional proposal requirements for the Belle Haven Pool included opening the site for public use a minimum of 9 am to 7 pm during the summer season for, at a minimum, swim lessons, recreation/open swim, and lap swim.

The RFP required respondents to ensure that fees charged for public lap swimming, open/recreational swim, and swim lessons be comparable to rates and fees charged by other public facilities in surrounding communities and that rental space for other community organizations and users be provided on a reasonable and comparable fee basis. The RFP also required that the Belle Haven Pool remain an accessible community resource for the Belle Haven neighborhood and that Belle Haven Pool fees not exceed an approved rate or increase without prior City approval. The RFP indicated that all fees will be subject to review by City staff and the Parks & Recreation Commission for public input as part of an annual review process.

Similarly, the RFP required the bidder to demonstrate how they would remain in compliance with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. The Provider was required to maintain health and safety standards, take all appropriate and necessary steps to provide adequate risk management and acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability insurance through company/ies approved by the City. The RFP also stated that the City reserves the right to conduct or require periodic and regular site inspections and operational audits either internally or by outside aquatic experts.

The RFP required that the Provider be responsible for the maintenance of the equipment and facility at Burgess Pool including:

- Three pools
- Offices
- Lobby
- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Lawn Area
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The RFP required that the Provider be responsible for the maintenance of the equipment and facility at Belle Haven Pool including:

- Two pools
- Office Area

- Locker Rooms & Shower Area
- Restrooms
- Pool Decks
- Supply Storage Areas
- Equipment/Mechanical Rooms
- Chemical Storage Areas
- Lights on Premises

The RFP asked the bidder to assume sole financial responsibility for the operation, maintenance, and expenses of the pool sites including

- The full cost of the separately metered utilities including electrical, gas, and water.
- The full cost of pool chemicals and equipment, janitorial services, building and equipment maintenance, and grounds maintenance to the same standards as performed by the City or per manufacturer or industry guidelines.
- The actual cost of the City staff time to provide contract oversight including costs of the Finance, Community Services, and Public Works Departments.

The RFP required the Provider to pay a rental fee for the usage of the Burgess Pool with options for providing services at the Belle Haven Pool. Respondents were asked to provide proposals for all three of the following lease agreements:

A. A monthly lease payment for the Burgess Aquatics Center

B. A monthly lease payment for the Burgess Aquatics Center and provision of seasonal pool operations at the Belle Haven Pool

C. A monthly lease payment for the Burgess Aquatics Center and provision of annual pool operations at the Belle Haven Pool

RFP Distribution and Response

The RFP was issued on August 30, 2010. The RFP was sent to three pre-qualified providers including Menlo Swim and Sport (current provider), California Sports Center (currently operating pools in the City of San Jose) and SOLO Aquatics (current Burgess Pool renter and swim club). In addition, the City sent the RFP to twelve other private aquatics operators in the area, predominately swim schools. Two proposals were submitted to the City, including proposals from Menlo Swim and Sport and SOLO Aquatics. After extensive community input and debate by the Committee, the Parks and Recreation Commission recommended approval of a lease agreement with Menlo Swim and Sport. It is estimated that this process, which took place over roughly a year, consumed more than 1000 hours of City staff time, including the City Attorney, City Manager, Community Services Director, Assistant Public Works Director and Community Services Manager.

Balancing Public and Provider Needs in an Appropriate Business Model

As a private-public partnership, the lease agreement is constructed to allow the operator to implement a successful business model resulting in enough profit to allow a lease payment as well as a fair return to the operator. The assumption is that maintaining a fair and reasonable profit for the operator while balancing community needs is important to maintaining the long-term quality and success of the aquatics programs. In exchange for a reasonable profit, the operator will be expected to maintain certain standards and serve a wide spectrum of aquatic users. The lease also allows the contractor to operate with a high degree of autonomy given their position as the direct service provider closest to the end

users and the deepest understanding of the program needs for the entire aquatics community that this position implies.

While the City, through the work of staff and the Parks and Recreation Commission, provides oversight of overall operations and ensures community satisfaction and safety, the contractor is responsible for daily operations, schedules, fees, maintenance, customer communication, and the core functions of aquatics programs. The business model implied in the lease allows for competition in order to provide the highest quality programs, whether provided by the operator directly, by a rental group or additional contractor, or by both. Competition and choices allow participants options and meets the diverse needs of the community. In addition, the business model allows the provider to offer new programming and develop creative ideas to supplement traditional and long-standing aquatics programming. This allows the operator to meet the ever-changing and evolving needs of the community.

Rental Payment

In determining the appropriate rental payment for the lease agreement, staff considered the following:

- Impact of the rental fee on the long-term sustainability of the operator
- Impact of the rental fee on the operator's ability to maintain high quality programming
- Impact of the rental fee on the operator's ability to maintain participant safety
- The impact of existing program subsidies and community benefit
- City General Fund savings from elimination of utilities, chemicals, maintenance and other costs
- The limitations of the physical capacity of the pool and the result on the operator's ability to generate additional revenue
- The age of the pool and the increasing cost of maintenance over time

The Lease Agreement (Attachment A) requires MSS to provide an annual report to the Commission in February of each year that includes:

a. Total program hours by program area;
b. Participation statistics by program area including resident and non-resident percentages;
c. Customer satisfaction survey results;
d. User group feedback by program area or rental;
e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
f. Fees by program area and fee comparison to other public pools in the region;
g. Annual audits and reviews demonstrating standards of care, outlined in Section 11, below, are met;
h. Risk management documentation, outlined in Section 12, below; and
i. Training certifications listed by staff members.

Discussion

The 2015 report, being received this month by the Commission, is an important milestone, as the current Lease expires in May of 2016, and the Commission will be asked to recommend to the Council an extension of the lease for an additional time period to be determined, or another RFP process, which would need to begin in May of this year.

City staff is requesting that the Parks and Recreation Commission consider the following questions in order to provide feedback and direction on the topic of a lease extension or an RFP process:

1. Given the performance record of MSS as well as a lack of other qualified aquatics providers and the staff time required for a full RFP process, does the Commission support a contract extension with MSS?
2. If so, what questions does the Commission have about Aquatics operations, the current provider and the current lease that would provide a basis for input in changes to the lease to include in an extension?, an RFP process or other options? Additional information may include, but not be limited to, contracted service examples and best practices in other Parks and Recreation agencies.
3. If the Commission does not support a lease extension at this time, what additional information is needed in order to weigh the pros and cons of a lease extension versus a complete RFP process?
4. What are the next steps the Commission would like to take?

Suggested Time Line

City staff suggest the following time line for developing a recommendation to the Council on this topic:

February meeting:	Review annual report from MSS Discuss above focus questions and others Direct staff on additional information needed, if any
March meeting:	City staff provide update to the Commission on information requested and proposed process. Commission recommend lease changes / stipulations
April meeting:	Commission finalize recommend lease extension (or RFP process)
May meeting:	Recommendation to Council to extend lease or issue RFP\

Attachments:

1. MSS Annual Report to City of Menlo Park 2015
2. Team Sheeper, LLC Lease Agreement 2011

Menlo Swim and Sport

Annual Report to the City of Menlo Park

February 18, 2015

Menlo Swim and Sport

Total Amount of Program Hours by Program 4
Participation Statistics by Program 6
Customer Satisfaction Survey Results 7
Pool Schedule and Space Allocation by Program 9
Pricing Structure 17
Annual Audits and Review Demonstrating Standards of Care 17
Risk Management Documentation 18
Staff Training Certifications 19
Facility Maintenance 19
Program Transition to Include Lane Changing Coordination 20
Description of Programs 20
Special Events and Accomplishments 22
Charitable Organizations 23
Menlo Swim and Sport Goals for 2015 24

Annual Report to the City of Menlo Park

Menlo Swim and Sport entered into a public/private partnership with the City of Menlo Park to operate the Burgess Pool in May 2006. The company is dedicated to serving the community by promoting healthy, balanced lifestyles through aquatic sports and outdoor family activity. In cooperation with the City of Menlo Park, Menlo Swim and Sport endeavors to make full use of the facility by providing a proactive approach to sports and aquatic programming.

It is estimated that more than 488,000 people visit the Burgess Pool facility, and 15,500 people visit the Belle Haven Pool facility on an annual basis.

In 2014, Menlo Swim and Sport experienced continued, steady growth of its core programming at its Burgess Pool facility and maintained continued year-round operations at the Belle Haven facility, beyond the required 10-week summer period.

This report reflects the most complete information that Menlo Swim and Sport has relative to the requested areas of interest indicated by the City of Menlo Park.

Total Amount of Program Hours by Program

Menlo Swim and Sport provided the following programming at the Burgess Pool Facility:

BURGESS POOL PROGRAMMING - 2014	
Program	**Program Hours**
Aqua Fit	12 classes/week
Camp Menlo	25 hours/week (summer and school holidays)
Beyond Studio Cycling	10 workouts/week
Lap Swim	85 hours/week - fall & winter 88 hours/week - spring & summer
Masters Swimming	21 hours/week
Masters Water Polo	3.5 hours/week
Menlo Fit/Boot Camp	21 hours/week
Menlo Mavericks (Swim)	15 hours/week
Menlo Mavericks (Polo)	4.5 hours/week
Open Swim	38.25 hours/week - fall & winter 56 hours/week - spring & summer
Personal Training	20 hours/week
Swim School - Youth	50 hours/week
Triathlon Team - Adult	18 hours/week
Water Safety Classes	37.5 hours/quarter
SOLO Aquatics	7.5 hours/week
Team in Training (TNT)	3.5 hours/week

TOTAL AMOUNT OF PROGRAM HOURS BY PROGRAM AREA

Menlo Swim and Sport provided the following programming at the Belle Haven Pool Facility

BELLE HAVEN POOL PROGRAMMING - 2014	
Program	**Program Hours**
Aqua Fit	2 hours/week
Camp Menlo	25 hours/week (summer)
Lap Swim	15 hours/week (non-summer) 44 hours/week (summer)
Menlo Mavericks (Polo)	10 hours/week
Open Swim	15 hours/week (non-summer) 35 hours/week (summer)
Personal Training	1 hours/week
Swim School - Youth	21 hours/week (summer)

Participation Statistics by Program

PARTICIPATION STATISTICS BURGESS

BURGESS POOL PARTICIPATION STATISTICS		
Program Area	**2014 Participation**	**2013 Participation**
Aqua Fit	88 active online memberships, approximately 292 drop-ins per year.	59 active online memberships, approximately 173 drop-ins per year.
Camp Menlo	1,500 participants annually	1,300 participants/annually
Beyond Studio Cycling	12 active online memberships Drop-ins: 157	15 active online memberships Drop-ins: 140
Lap Swim	18,754 drop in customers Approximately 249 customers with monthly lap swim memberships	22,000 drop in customers Approximately 245 customers with monthly lap swim memberships
Masters Swimming	300+ active members	300+ active members
Masters Water Polo	20 active members	25 active members
Menlo Fit/Boot Camp	65 active members Drop In: 33	Approximately 330 participants/ week
Menlo Mavericks (Swim/Polo)	Non-summer: 355 Summer: 320	Non-summer: 250 members Summer: 380 members
Open Swim	23,350 drop-in customers 53 Summer Family Swim Passes	30,000 drop-in customers 50 Summer Family Swim Passes
Personal Training	Approximately 65/month	Approximately 180/month
Swim School - Youth	Approximately 1,250 students per week, or 60,000 lessons given annually.	Approximately 1,250 students per week, or 60,000 lessons given annually.
Triathlon Team - Adult	80 members	80 members
Water Safety Classes	111 certifications	146 certifications
SOLO Aquatics	Estimated at 80 members	Estimated at 80 members
Team in Training (TNT)	100-150 people per quarter	100-150 people per quarter

PARTICIPATION STATISTICS - BELLE HAVEN

BELLE HAVEN POOL PARTICIPATION STATISTICS		
Program Area	**2014 Participation**	**2013 Participation**
Aqua Fit	7/week - summer	2/week - summer
Camp Menlo	15/week - summer	10/week - summer
Lap Swim - Members	4/week - year-round	19/week - year-round
Lap Swim - Drop In	11/week - year-round	27/week - year-round
Menlo Mavericks (Polo)	60/week - year-round	35/week - year-round
Open Swim - Drop In	22/week - year-round average	62/week - summer
Swim School	80/week - summer	88/week - summer

Customer Satisfaction Survey Results

INCLUDES USER GROUP FEEDBACK BY PROGRAM AREA OR RENTAL

Menlo Swim and Sport conducted an annual survey of various pool user groups in 2014, which was made available online and in paper form at the front desk. Links to the online survey were provided to facility users via the Menlo Swim and Sport monthly newsletter. Facility users were also notified that a paper based version of the survey was available. Team in Training and SOLO were provided with links to the survey; however, data was not received from either group. The results are documented below.

The following questions were asked of Menlo Swim and Sport aquatic participants:

1. As a direct result of participating at the pool, I (or my child) have improved upon or developed a new skill.
2. As a direct result of participating at the pool, I (or my child) feel closer to my community.
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.
4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

MENLO SWIM AND SPORT PARTICIPANTS - 2014 SURVEY RESPONSES				
Answer Options	**Question #1**	**Question #2**	**Question #3**	**Question #4**
Strongly Agree	47.59%	21.69%	73.49%	46.99%
Agree	39.16%	41.57%	22.29%	33.73%
Neither Agree Nor Disagree	9.64%	31.93%	3.01%	16.27%
Disagree	1.81%	4.22%	0.6%	1.2%
Strongly Disagree	1.81%	0.6%	0.6%	1.81%

The following questions were asked of the Belle Haven Pool aquatic participants:

1. As a direct result of participating at Belle Haven Pool, I (or my child) have improved upon or developed a new skill.
2. As a direct result of participating at Belle Haven Pool, I (or my child) feel closer to my community.
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.
4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

BELLE HAVEN POOL

BELLE HAVEN POOL PARTICIPANTS - 2014 SURVEY RESPONSES				
Answer Options	**Question #1**	**Question #2**	**Question #3**	**Question #4**
Strongly Agree	75%	26.31%	80%	52.63%
Agree	20%	57.89%	20%	42.1%
Neither Agree Nor Disagree	5%	10.52%	n/a	5.26%
Disagree	n/a	5.26%	n/a	n/a
Strongly Disagree	n/a	n/a	n/a	n/a

Pool Schedule and Space Allocation by Program

INCLUDES PREVIOUS YEAR AND PROJECTIONS FOR 2015

Menlo Swim and Sport tracks its pool schedule and allocation of pool space by program area for both the Instructional Pool and the Performance Pool via monthly calendars. The records for January through December 2014 are attached to this document. The pool schedule and allocation for specific programs for 2015 will likely be consistent with the 2014 schedule. Minor changes to the schedule occur based on the modification or creation of new programs.

Fee Comparison by Program Area to Other Public Pools in the Region

FEE COMPARISON - 2015						
Program	Burgess Pool - Menlo Park	Belle Haven - Menlo Park	Rinconada Pool - Palo Alto	Eagle Park Pool - City of Mountain View	Fremont H.S. Pool - Sunnyvale (California Sport Center)	Herkner Pool - Redwood City
Aqua Fit (Water Exercise)	Drop In: $20/ class $79/month **Senior & Student:** Drop In: $14/ class $59.25/ month	Drop In: $15/ class $40/month **Senior & Student:** Drop In: $11.50 $28/month	n/a	n/a	n/a	n/a
Camp Menlo	$345/wk.	$335 Performance Water Polo $260 Beginning WP & Spanish Immersion	n/a	n/a	**Resident** 1/2 Day: $185 Full Day: $340 **Non-Resident** 1/2 Day: $210 Full Day: $366	n/a
Indoor Cycling	Drop In: $20/ class $79/month	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**	**Herkner Pool - Redwood City**
Lap Swim	**Resident** Youth: $4 Adult: $6 Family: $15 Senior & Student: $5 $47/month **Non-Resident** Youth: $5 Adult: $7 Family: $18 Senior & Student: $6 $54/month	**Resident** Youth: $3 Adult: $4 Family: $12 Senior & Student: $4 $40/month **Non-Resident** Youth: $3 Adult: $5 Family: $15 Senior & Student: $4 $45/month	**Non-Member** Adult: $5 Senior (60+): $3 **Member - Resident** Adult: $3.50 Senior (60+): $2 Youth: $3 **Member - Non-Resident** Adult: $4 Senior (60+): $2.50 Youth: $3.50	**Resident** (25 Swims) - $87.50 **Non-Resident** (25 Swims) - $109 **Resident Senior:** (25 Swims) - $30 **Non-Resident Senior:** (25 Swims) - $38 **Resident** (1 Swim) - $5 **Non-Resident** (1 Swim) - $6	**Resident** Drop-in: $6 12-punch: $52 Monthly: $50 Senior (55+): $35 **Non-Resident** Drop-in: $8 12-punch: $62 Monthly: $60 Senior (55+) $45	**Fees** Youth: $3 Adults 18-59: $5 Senior (60+); $3

FEE COMPARISON - 2015						
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**	**Herkner Pool - Redwood City**
Masters Swimming	$79/month Drop In: $20/ class Student/Sr. Drop In: $14/ class	$40/month	Monthly dues: $55 ($50 for seniors 65+) Discounted semi-annual dues: $300 ($270 for seniors 65+) Drop-in: $8	Resident: $45 per month Non-Resident: $55 per month Resident married couple: $80 per month Non-Resident married couple: $100 per month	Resident Drop-in: $10 10 punch: $64 Senior 10 punch: $43 Non-Resident Drop-in: $11 10 punch: $74 Senior 10 punch: $53 Masters monthly Resident: $57 Non-Resident: $67	n/a
Masters Water Polo	$79/month Drop In: $20/ class Student/Sr. Drop In: $14/ class	n/a	n/a	n/a	n/a	n/a
Menlo Fit	**All Access** $185/month Drop In: $20/ class Student/Sr. Drop In: $14/ class	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**	**Herkner Pool - Redwood City**
Youth Competitive Swim Team	**Level 1** $55 to $75 per month **Level 2** $60 to $81 per month **Level 3** $65 to $86 per month **Level 4** $81 to $91 per month **Level 5** $107 per month **Level 6** $118 per month	1/wk: $55/ month 2/wk: $65/ month 3/wk; $75/ month	Offered by PASA Range from $90 to $240 per month depending on age and ability. Annual registration fees: $240 per swimmer.	Offered by Los Altos - Mountain View Aquatics Range from $100 to $200 per month w/ discounts for multiple children. Annual registration fees: $150 per swimmer plus 20 hrs. of service.	**Pre-Comp** Option 2 includes 15 minutes of extra conditioning 1x per week Option 1: $43 Option 2: $56 2x per week Option 1: $85 Option 2: $110 3x per week Option 1: $125 Option 2: $160	Pricing information unavailable

FEE COMPARISON - 2015						
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**	**Herkner Pool - Redwood City**
Open Swim	**Resident** Youth: $4 Adult: $6 Family: $15 Senior & Student: $5 $47/month **Non-Resident** Youth: $5 Adult: $7 Family: $18 Senior & Student: $6 $54/month	**Resident** Youth: $3 Adult: $4 Family: $12 Senior & Student: $4 $40/month **Non-Resident** Youth: $3 Adult: $5 Family: $15 Senior & Student: $4 $45/month	**Daily Drop In** Youth: $4 Adult: $5 Senior: $3 Infant: $2 **Resident 10-card program discount** Youth: $3 Adult: $3.50 Senior: $2 **Non-Resident 10-card program discount** Youth: $3.50 Adult: $4 Senior: $2.50	**Resident** Child: $3 Adult: $4 Family: $10 **Non-Resident** Child: $4 Adult: $5 Family: $18 Spectator: $3	Offerred May to September: Pricing not currently available.	**Baby Pool** Drop-in: $2 per child. Add'l $1 per child Youth: $3 Adult: $5 Senior: (60+) $3
Personal Training	Range from $65 per 30 minutes to $120 per hour	Range from $50 per 30 minutes to $115 per hour.	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**	**Herkner Pool - Redwood City**
Swim School	**Water babies:** $86 per month **Group:** $86 per month **Semi-Private:** $144 per month **Private:** $255 per month	**Group:** $15/ lesson kids $5/lesson (w/ BBAF Scholarship) **Semi-Private:** $25 **Private:** $45	Lessons provided with PASA during summer. Pricing not available.	Lessons in summer. Pricing not available.	Winter, Spring & Fall Session: **Resident** 1x per week: $68 **Non-Resident** 1x per week: $78 **Resident** 2x per week: $120 **Non-Resident** 2x per week: $130	**Resident** (10 classes): $90 **Non-Resident** (10 classes): $107
Triathlon Team, Menlo Fit (Boot Camp), ALL ACCESS	**All Access** $180/month	n/a	n/a	n/a	n/a	n/a

FEE COMPARISON - 2015						
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**	**Herkner Pool - Redwood City**
Water Polo - Youth	n/a	$80/month $32/month (w/BBAF Scholarship)	n/a	n/a	**Residents** 6-week session, 1/wk: $59 **Non-Residents** 6-week session, 1/wk: $69 **Residents** 8-week session, 1/wk: $77 **Non-Residents** 8-week session, 1/wk: $87	**Resident** 5 day camp: $75 **Non-Resident** 5 day camp: $89

Based on the above fee comparison, Menlo Swim and Sport continues to offer a full compliment of sport and aquatic programming relative to the public pools operating in the local area. This is evident by the fact that the other facilities do not offer camp programs, boot camp (Menlo Fit), indoor cycling (Beyond Studio Cycling) or triathlon teams (Team Sheeper). They offer limited masters water polo (only one facility), limited youth aquatic swim teams and water exercise (Aqua Fit) programs; and in some cases they do not offer swim lessons or a masters swim team.

The Burgess Pool facility via Menlo Swim and Sport continues to offers users a broad selection of high-quality aquatic programming at or below market rate.

Pricing Structure

Registration for adult programs continues with a simplified pricing structure. Patrons have the option to register for a single sport or activity (e.g. Level 1 or Level 2), or they can combine programs/activities with either the All-Access Silver or All-Access Gold packages.

MENLO SWIM AND SPORT MONTHLY PRICING LEVELS			
Level 1	Level 2	Level 3 (All Access Silver)	Level 4 (All Access Gold)
$54	$79	$133	$185
(Choose One) • Lap & Open Swim • Menlo Bike Club • Tattersols Women's Running Team • All Terrain Runners	(Choose One) • Aqua Fit Water Exercise • Masters Swim • Indoor Cycling • Menlo Mavens Water Polo	Access to All Level 1 and Level 2 programs. Except: • Boot Camp • Triathlon	Access to all Level 1 and Level 2 programs. Including: • Boot Camp • Triathlon

- Menlo Park Resident Lap Swim only membership available at $47.
- 25% Senior, Student, and Family Discounts are available.

Annual Audits and Review Demonstrating Standards of Care

Menlo Swim and Sport takes great care in managing the facility above industry standards for public pools. Certified Pool Operators manage and care for the pool systems and balance the water on a daily basis. Written records are kept and reviewed on a regular basis by qualified city staff and the County Public Health Department. Custodial staff maintains the facility and surrounding grounds approximately eight to ten hours per day. Mid-day on-site restroom cleanings are conducted during the peak seasonal use times in order to keep up with the high volume of daily visits. It should be noted that the estimated number of people who pass through this facility is estimated to be 488,000 annually.

The company employs a human resources manager who tracks employee certifications and conducts and tracks employee training with the assistance of a human resources management and payroll system. Customer registration is conducted via two systems: one specifically deals with the nuances of the swim school, and the other system manages all non-swim school related functions.

The company's lifeguards are all fully certified and encouraged to seek advanced lifeguard certifications. Water safety/lifeguard instruction is provided by company staff to existing and

prospective employees. The lifeguarding surveillance techniques employed are consistent with the standards set by the American Red Cross.

Risk management and employee safety are addressed via monthly employee safety meetings. Menlo Swim and Sport continues to contract with DuAll Safety in order to stay current with relevant safety issues and to ensure that Menlo Swim and Sport meets the safety requirements required by the City of Menlo Park for the operation of the Burgess and Belle Haven Pools. The DuAll Safety Plan includes work in the following health and safety areas:

1. Injury and Illness Prevention Program (IIPP)
2. Confined Space Program Update and Revision
3. Emergency Action Plan revision
4. Hazardous Materials Business Plan Development (Burgess & Belle Haven Pool)
5. Exposure Control Plan (e.g. bloodborne pathogens)
6. Fall Protection Standard Operating Procedure
7. Heat Illness Prevention Program
8. Cold Illness Prevention Program
9. Ladder/Climb Safety Training
10. Chemical Inventory
11. Hazard Communication Program
12. Personal Protective Equipment (PPE) program
13. Respiratory Protection
14. Fall Protection
15. Driver Safety Training
16. Develop 2014 Safety Plan of Action
17. PPE Hazard Assessment
18. Aerosol Transmittable Disease (ATD) Plan

Knorr Systems Inc., is contracted to perform scheduled pool and equipment maintenance, and quarterly audits/analysis of the water to ensure proper chemical and operational balance.

Total Aquatic Management is scheduled to perform an operational audit for the Burgess Pool on February 14, 2015. The audit results were not available at the time of this report.

Risk Management Documentation

Menlo Swim and Sport has an active Risk Management Program for the Burgess and Belle Haven Pools which focuses on the following areas:

- **Emergency Action Plan (EAP):** Individual departments are trained via drills to respond to appropriate emergency scenarios (e.g. fire alarm); EAP guidelines are issued to new hires, relevant EAP sections are posted on employee break room walls; emergency equipment stations (e.g. first aid stations, AED & oxygen station), two way radio communication system is in place.

- **Facilities and Equipment:** The custodial staff has created and utilizes a Pool Maintenance Essential Duties Checklist as a guide for essential tasks and key job duties. The City conducts occasional inspections to ensure the company is maintaining the facility

appropriately. Any deficient areas are identified and addressed quickly by staff. Appropriate signage is maintained around both the Burgess and Belle Haven Pool facilities.

- **Supervision:** Menlo Swim and Sport employs in excess of 190 employees during the peak season of summer and maintains a staff of approximately 130 employees throughout the year. The company is structured with a CEO, Chief Financial Officer, Director of Operations, as well as directors for the following positions: human resources, customer service, athletic programming (e.g. swim school, camps), lifeguard, and marketing. The company now maintains a contract with an IT company for technology related issues. Menlo Swim and Sport maintains a comprehensive workers' compensation insurance plan as required by the State of California.

- **Training:** The management team (described above) works hard to ensure that the company provides high-quality staff with exceptional training in their area of expertise. Appropriate levels of training and screening occur prior to hiring new staff. Constant quality improvement is the goal when it comes to staff and program development.

- **Documentation:** Menlo Swim and Sport has created policy and procedure manuals to provide guidance to staff. These manuals are available for review upon request.

- **Safety Suggestion Boxes:** Menlo Swim and Sport provides Safety Suggestion Boxes for employees to submit ideas related to safety concerns and improvements. The Safety Committee follows up on these suggestions during its monthly safety meetings.

Staff Training Certifications

Lifeguards: Red Cross Lifeguard/First Aid, CPR/AED for the Professional Rescuer

Swim Coaches: American Swim Coaches Association (ASCA), USA Swim Coach, Lifeguard, Lifeguard Instructor, Automated External Defibrillator (AED), Crossfit Level 1, Emergency Medical Technician (EMT)

Other Coaches: Menlo Fit (Boot Camp): Individual fitness certifications; Aqua Fit: appropriate water exercise certifications, Triathlon Coaches: USA Triathlon (USAT), Cross Fit certification Level 1 and Cross Fit kids, and Associated Swim Coaches of America (ASCA) Level 3.

Pool Maintenance Staff: Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO)

Facility Maintenance

Custodial staff initiates a thorough cleaning of the all restrooms (men, women, and family) at least three hours prior to facility opening. An ongoing, mid-day facility cleaning of the restrooms and facility windows was added in fall of 2013 to account for the high visitor volume. The mid-day cleaning is handled by an outside vendor. Staff maintains the facility and surrounding grounds, spending eight to ten hours per day cleaning and maintaining the facility. Dozens of

restroom checks are conducted throughout the day by a combination of company lifeguard and management staff.

Staff spends at least three hours per day cleaning the surrounding outdoor areas to include: the pool deck, pool bottom & tiles, mechanical room, administrative offices, picnic areas and facility lobby. The City of Menlo Park conducts facility checks of both the Burgess and the Belle Haven Pools. Menlo Swim and Sport staff review the facility check reports and respond quickly to address any facility-related concerns noted by city staff.

Program Transition to Include Lane Changing Coordination

The Menlo Swim and Sport philosophy is to have shared water space and to rarely grant exclusivity of space to any one user group. Aligning with that theme the pools are transitioned/ changed 16 times per day on average.

The daily pool schedule is printed in a hardcopy and available at the front desk and a schedule is also available online. The basic schedule remains the same year round with some alterations around the summertime schedule. The program transition process is initiated by our deck lifeguard staff that moves different colored cones in place by the lanes to signify the user group (yellow=laps, blue=open, orange=teams, green=private lesson). As a courtesy, our front desk staff alert users initiating their activity close to a transition time and our guard staff also alerts the current users to the impending change over and give users a 5-10 minute countdown.

Tolerance, flexibility and patience on the part of staff and users can always be improved. We feel that we have employed a transition system that is user-friendly and compassionate.

Description of Programs

Aqua Fit: Aqua Fit classes use the natural resistive forces of water to strengthen both muscles and the cardiovascular system. Water exercise has proven to be one of the healthiest, most versatile whole-body workouts for top athletes, fitness enthusiasts, youth and seniors alike.

Camp Menlo: Camp Menlo offers aquatics instruction, water sports, and dry land activities for a variety of ages. Menlo Swim and Sports goal is to give campers a unique and inspiring experience while cultivating skills for a lifetime of aquatics and sports safety, health, and enjoyment.

Lap Swim: Lanes are dedicated to lap swimming in the performance pool and the instructional pool seven days per week year-round with a lifeguard on duty at all times. We observe circle swimming when there are more than two swimmers per lane. The number of lanes for lap swimming varies according to scheduled activities in each pool, but during the times below, you will find designated lap lanes.

Masters Swimming: Menlo Masters was organized in 1988 and is now one of the largest Masters Swimming teams in Northern California and in the U.S. The club welcomes

participation from swimmers of all abilities, age 19 or over, who are interested in regular structured workouts.

Previous experience in competitive swimming is not necessary. Members range from beginning swimmers to triathletes to former collegiate swimmers and nationally-ranked Masters competitors.

Menlo Masters conducts ongoing conditioning, stroke instruction, intra-club activities, competitions, and social events throughout the year. Emphasis is placed on developing swimming skills, enhancing the enjoyment of swimming through regular workouts and professional instruction, and the promotion of lifetime fitness through swimming.

Masters Water Polo: Menlo Swim and Sport offers women's water polo for all experience levels, ages 19 and over. Our team, the Menlo Mavens, is a fun, inclusive, and diverse group with a passion for water polo. The coaching staff brings years of top level play and coaching experience to the Menlo Mavens team. Our goal is to build a strong and exciting women's water polo program that both introduces new players to the sport and provides professional coaching and challenge for experienced players.

Menlo Fit: Menlo Fit offers 21 weekly classes of boot camp with experienced and trusted instructors who provide a variety of cardio interval training routines.

Menlo Mavericks (Swim and Water Polo): The Menlo Mavericks is a year round swim team, which aims to create a swimming community that is extremely positive about being in and around the water. We emphasize learning sound techniques through our committed and competent coaches in a pleasant and positive environment. With a team segmented into smaller groups to meet the needs of swimmers of all ability levels, the Menlo Mavericks receive the best quality of coaching, instruction, and fun. In 2012, the team became an officially recognized USA Swimming program.

Open Swim: The pool is open to the community seven days per week. Lifeguards are on duty at all times during open swim. No registration required, just drop in.

Personal Training: Menlo Swim and Sport offers the expertise of our personal trainers for individual lessons. The personal trainers bring coaching talent and passion for swimming and sport so clients can benefit from one-on-one lessons no matter what their skill level.

The personal training program has expanded to include the following areas: Swim Pro, Swim School Select, Mavericks Performance Pro, Aqua Fit Pro, Water Polo Pro, Triathlon Pro, Fitness Pro, Tennis Pro, and Bike Pro.

Swim School: The Menlo Swim School is a year-round school that provides professional, goal-oriented swim lessons for all ages and levels, developing life-long competency and a life-long love of swimming.

Triathlon Team: Team Sheeper is a full-service multi-sport organization providing coaching and training to athletes of all levels and ages.

Special Events and Accomplishments

BURGESS POOL

Mavericks Swim Team

- The Menlo Mavericks placed 3rd for the first time in team history at the summer league championships
- The team entered into the Central California Junior Olympics and placed 20th overall
- We had 3 swimmers achieve Far Western times since our start in USA Swimming in 2012, and 8 swimmers achieve Pacific Swimming Junior Olympic times
- The Mavericks head coach, Aaron Burrows, was selected as the Pacific Swimming All Star Head Coach and represented the team in Seattle, WA
- All Mavericks coaches are now American Swim Coach Association (ASCA) members

Camp Menlo

In 2014, Camp Menlo increased summer enrollment by 250 registrations over 2013, while focusing on raising the quality of the camp experience for young people. Quality in our camps was consistently achieved by recruiting excellent counselor-leaders; setting clear program goals for the children's sport and social development; and conducting the camps in a safe, well-organized, fun environment. In the past year, we solidified our committed to providing enjoyable school holiday camps, which meet the needs of working families, whose children are out of school for one to five days.

Tennis

The Menlo Tennis Academy, providing lessons for children 7-14 years, has been steadily growing. Our tennis program is now expanding to provide private and semi-private lessons for both children and adults. We look forward to starting beginning and intermediate tennis for adults.

Can-Do Challenge

The Can-Do February Challenge has been a team tradition for nearly 20 years. The goal for each Menlo Masters member to swim 50,000 yards in the month or as much as 100,000 yards. The team tallies up the yardage each day and swimmers reaching these thresholds receive gifts from the team to honor their efforts. The real reward is that for every 2000 yards logged, we ask team members to bring in a can of food. The canned food then donated to a local food bank, along with a monetary donation from Menlo Masters based on the number of cans collected. Money and cans go to the Brown Bag Lunch Program through the Menlo Park Senior Center.

Family Giving Tree

This was the eighth consecutive year that Menlo Swim and Sport participated in Family Giving Tree’s Holiday Wish Drive. Every year the employees and clients of Menlo Swim and Sport fulfill approximately 85 wishes for the children of the underserved community.

Kid’s Triathlon

Saturday, July 12, 2014

Open to children age 5-14, provided a safe and fun environment for kids to compete in a triathlon with kids their same age. Approximately 300 children participated in the race.

Charitable Giving

Donations of sports and aquatic program access to local schools and local non-profits to raise money through their auction by our donations. Some of the many schools and organizations include:

- San Mateo Co. Chronic Disease and Injury Prevention Unit
- Little Hands Pre-School
- Bing Pre-School
- Phillips Brooks School
- Nativity Catholic School
- Nueva School
- Orion Alternative School.

BELLE HAVEN POOL

USA Water Polo - Junior Olympics
Belle Haven Pool was one of the Bay Area site hosts for the 2014 USA Water Polo Junior Olympics. Girls 10 and under, Boys 12 and under, and Co-Ed 10 and under teams all played at Belle Haven. The event occurred in late July and early August.

Facebook Adult Swim Lessons
Offered free lessons on a first come, first served basis, two days per week with the intent to develop new swimmers to populate the lap swim program at Belle Haven Pool.

Beechwood School Parent Swim Lessons
Offered fee for service lessons for adult parents of Beechwood students so that a swimming environment could be created within the household.

Charitable Organizations

Beyond Barriers Athletic Foundation (BBAF)
In Spring 2013, Beyond Barriers Athletic Foundation partnered with Menlo Swim and Sport to help bring swim lessons and water polo coaching to lower income youth in the Belle Haven and East Palo Alto community. This relationship continues today. Thanks in large part to the help of BBAF, Belle Haven Swim School saw a peak of 431 unique students in early July. While the Belle Haven Swim School program has closed for the winter, Brenda Villa's Belle Haven Water Polo program continues to thrive with almost 50 members.

BBAF was able to subsidize 1,949 Belle Haven swim lessons and 1,827 Belle Haven water polo lessons.

Ravenswood Clinic
Though the Belle Haven Aqua Fit program was initially run at-cost, Ravenswood Clinic saw the program as an opportunity to provide athletic support to its lower income clientele. As part of an agreement with Menlo Swim and Sport, Ravenswood helped fund the cost of running the program. In return, Menlo Swim and Sport provided Ravenswood clients with free access to the Belle Haven Aqua Fit Program.

Menlo Swim and Sport Goals for 2015

Menlo Swim and Sport is committed to constant improvement of its aquatics program offerings in order to better serve the various community user groups. To that end, we plan to focus on the following areas in 2015:

I. Implement new programming
    A. Corporate inner-tube water polo at Belle Haven
    B. Underwater Hockey at Burgess
II. Continuing relationships with Beyond Barriers for scholarships at Belle Haven
III. Continued partnership with Facebook at Belle Haven

LEASE AGREEMENT
(Menlo Park Aquatic Facilities)

This Lease Agreement ("Lease") is made and executed as of March 15, 2011, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheeper, L.L.C., a California limited liability company ("Provider") and collectively referred to herein as "Parties".

WHEREAS, City is the owner of certain premises ("Premises") described below, and City and Provider wish to enter into a lease for the Premises on the terms and conditions set forth below.

NOW, THEREFORE, the Parties agree as follows:

1. PREMISES. The Premises includes both the "Burgess Pool", 501 Laurel Street, Menlo Park, CA and the "Belle Haven Pool", 100 Terminal Avenue, Menlo Park, CA as defined herein. Burgess Aquatic Facility ("Burgess Pool") consists of the fenced pool area at the City's Civic Center campus at Burgess Park. Burgess Pool includes the lap pool, instructional pool, toddler activity pool, locker rooms and restrooms, offices, lawn area, pool mechanical room, lobby area, and all associated areas in the City of Menlo Park, County of San Mateo, State of California, as more particularly shown in Exhibit A, attached hereto and incorporated herein by reference. The Belle Haven Pool ("Belle Haven Pool") is a five lane x 25 meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a high dive and low dive, locker room, shower facilities, mechanical room, office and small children's wading pool in a fenced area as shown in Exhibit B, attached hereto and incorporated herein by reference.

2. TERM. The term of this Lease shall be for a period of period of five (5) years ("Term") commencing on May 20, 2011 ("Commencement Date") and ending five (5) years from the Commencement Date, unless automatically extended as hereinafter provided. If during the first four years of the Term, Provider has completed capital improvements with the written consent of the City to either or both the Burgess Pool and/or the Belle Haven Pool with a total cumulative cost of $200,000 or more, the Term shall automatically be extended by five (5) years to May 19, 2021. Notwithstanding the foregoing, Provider shall have the option to terminate this Lease solely as to the Belle Haven Pool between October 1, 2012 and December 31, 2012, and October 1, 2013 and December 31, 2013, if in Provider's opinion it cannot operate a financially viable program at the Belle Haven Pool.

3. RENT. In consideration for Provider's use of the Premises as granted by this Lease, Provider assumes sole financial responsibility for the operation and maintenance of the Premises and shall operate and maintain the Premises at no cost to the City. Additionally, Provider will remit monthly rent ("Rent") in the

amount of Three Thousand Dollars ($3,000.00) to the City for use of the Burgess Pool on the first day of each month for the first year of the Term. Each year thereafter, the Rent shall increase pursuant to the Consumer Price Index ("CPI") for all Urban Consumers (All Items) in the San Francisco-Oakland-San Jose Area (U.S. Department of Labor, Bureau of Labor Statistics), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%) per annum.

Should Provider cease to operate the Belle Haven Pool as provided in Section 2 of this Lease, Provider and City shall renegotiate the Rent to the then Fair Market Value ("FMV") rental rate for the Burgess Pool with consideration given to gross revenues for the Burgess Pool, the fixed costs of operating the Burgess Pool, the profitability of the Burgess Pool operations, the rental rate for similar facilities and the other terms and conditions of this Lease.

If the Term is extended for an additional five years as provided for in Section 2 of this Lease, effective at the beginning of the sixth year of the Lease, the Rent shall be adjusted to the then-prevailing FMV rental rate (which under no circumstances shall be less than the rental rate paid in the preceding year), with consideration given to gross revenues for the Burgess Pool, the fixed costs of operating the Burgess Pool, the profitability of the Burgess Pool operations, the rental rate for similar facilities and the other terms and conditions of this Lease. The FMV rental rate shall be determined by mutual agreement, or if the Parties cannot agree by a neutral third party arbitrator selected by the Parties. Each year thereafter, the Rent shall increase pursuant to the CPI for all Urban Consumers (All-Items) in the San Francisco-Oakland-San Jose Area (U.S. Department of Labor, Bureau of Labor Statistics), with a minimum increase of two percent (2%) and a maximum increase of five percent (5%) per annum.

Throughout the Term, Provider shall pay to the City within fifteen (15) days of receipt of written invoice submitted to Provider by City, or directly to the provider thereof, in addition to the Rent, and as additional rent ("Additional Rent") the following:

a. The full cost of the separately metered utilities for the Premises;
b. The cost of the utilities for the locker rooms and the portion of the Premises occupied by Provider (if not separately metered) prorated according to Provider's usage (proration to be determined by mutual agreement, or if the Parties cannot agree by a neutral third party arbitrator selected by the Parties);
c. If the City elects to install solar equipment on the Premises, Provider shall pay monthly to the City the calculated savings from the reduced utility bills for the Term hereof; and
d. The maintenance and repair obligation costs set forth in Section 14.

Any payment due by the Provider not received by City within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.

At the initiation of the City's Community Services Director not later than December 31, 2011, the Provider and Community Services Director shall explore whether charging a surcharge to non-resident participants/users by Provider would generate additional revenues without adversely affecting Provider's operation of the pool facilities. This exploration will be done through such tasks as market pricing comparisons, surveys, or other such means so as not to negatively affect any of Provider's business during the period of exploration. If is the Community Services Director and Provider determine that such a surcharge would not adversely affect the Provider's operation of the pool facilities, Provider shall charge such a surcharge which shall be passed through to the City as additional rent, less any administrative, programming or system enhancement costs that are incurred by Provider to implement such surcharge, including additional staffing that may be required to verify City residency and to track and submit such fees to the City. The pass through of non-resident surcharges as additional rent payable to the City shall not apply to existing non-resident fees charged by Provider for open swim and lap swim. The City shall set aside such additional revenue derived from non-resident surcharges in a separate fund and shall utilizes such funds to pay the City's cost of repair, maintenance and capital improvements.

4. EXCLUSIVE USE OF PREMISES. Subject to the terms of this Lease, Provider shall have exclusive use of the Premises for purposes of conducting aquatics programs, including, but not limited to, a masters swim program, swim team, swim lessons, fitness training, recreational swimming, community rentals and other aquatics programs that Provider offers and provides for reasonable public access to and use of the Premises pursuant to Section 6 of this Lease. Provider shall have the exclusive right to staff, supervise and contract for such uses of the Premises, subject to the terms of this Lease.

Provider shall have non-exclusive use of the locker rooms, as depicted on Exhibit A and Exhibit B, to accommodate Provider's use of the Premises. The Parties agree that use of the locker rooms shall be limited to persons participating in programs and activities offered by Provider or City or other members of the public upon payment to Provider of fees for such use. Specifically, City reserves the right to use the locker rooms for any City program, including facility rentals and programs and for public use on a "pay for use" basis. The Provider may only refuse locker room access when patrons fail to follow the rules of conduct approved by the City. Patrons shall have the right to appeal Provider's decision to the Director of Community Services, if the Patron feels denial of locker room access was unreasonable. The Director of Community Services' decision shall be final.

5. OPERATION OF PREMISES. The Provider will be solely responsible for operation of the Premises including all costs and expenses associated with such operation and shall be entitled to all revenues from the operation of the Premises, except where otherwise provided in this Lease. The Provider may use

the Premises between the hours of 5 a.m. to 10 p.m. seven (7) days a week and 365 days a year.

6. COMMUNITY ACCESS AND SCHEDULING. The Provider will be solely responsible for the operations and schedule of the Burgess Pool and the Belle Haven Pool. The Provider shall provide reasonable public access and community use of the Premises. Provider will not reduce the public access and community use without prior City approval. The Director of Community Services is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, the Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

Not withstanding the forgoing, the Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in Exhibit C, which schedule and terms shall not be modified or reduced without mutual agreement of Provider and SOLO, unless SOLO is in breach of its sublease agreement with Provider.

Minimum public access and community use at the Burgess Pool will include:

a. Year-round lap swim, seven (7) days per week (except holidays);
b. Seasonal open/recreational swim daily from Memorial Day through Labor Day for a reasonable amount of time and with adequate pool space;
c. Reasonable availability for other community organizations/users
d. Programs and reasonable accommodation for all ages and abilities;
e. Inclusive programs for people with disabilities when possible; and
f. Winter programming by providing a dome over the instructional pool if possible.

Minimum public access and community use at the Belle Haven Pool:

a. Open to the public for a minimum of ten (10) weeks during the summer season in June, July, and August. During that time period, the pool shall be open for a minimum of six (6) days a week, Monday through Saturday; and
b. Open/recreational swim hours will be at least three (3) hours per day, six (6) days per week but will be allowed on a "pool sharing" basis with other programming.

7. PROGRAM FEES. The program fees charged by Provider shall be as follows:

a. The fees charged by the Provider for public lap swimming, open/recreational swim, and swim lessons shall be comparable to rates and fees charged by other aquatic facilities in surrounding communities and in alignment with the approved business model.

b. The Provider shall provide rental space for other community organizations and users for competitive youth swimming programs, instructional programs, fitness training, etc., on a reasonable and comparable fee basis.
c. Review of the program fees shall be included in the annual report to the City.
d. Provider and City shall mutually agree to exchange an equal amount of field space and activity room hours for pool hours for their respective programs (i.e. summer camp) in lieu of charging rental fees. If either party's request exceeds the number of hours requested by the other party, the additional hours will charged at the current approved fees for use of the facilities.

8. PROGRAM ADMINISTRATION. The Provider shall have a method for the public to register, pay, and receive adequate customer service in an easy and effective manner. Provider shall provide adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. The Provider shall provide sufficient communication and marketing in order to inform the public of the programs and services. The Provider shall maintain a customer database and appropriate records retention. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises. The Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

The Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall attend monthly meetings with City staff and attend annual meetings of an Aquatics Users Group which shall be convened by the City. Additionally, the Provider shall provide an annual report no later than January 30 of each year during the Lease Term to staff which will be presented to the City's Parks & Recreation Commission for review and comment by the Commission at its February meeting. The annual report should include the following items:

a. Total program hours by program area;
b. Participation statistics by program area including resident and non-resident percentages;
c. Customer satisfaction survey results;
d. User group feedback by program area or rental;
e. Pool schedule and allocation by program for previous year and projections to the upcoming year;
f. Fees by program area and fee comparison to other public pools in the region;
g. Annual audits and reviews demonstrating standards of care, outlined in Section 11, below, are met;
h. Risk management documentation, outlined in Section 12, below; and
i. Training certifications listed by staff members.

The Provider shall maintain reasonable evidence and documentation of these statistics and results and have these records accessible to the City at any time following ten (10) days written notice.

In the event of a third party dispute or conflict arising out of or related to this Lease, the City will use best efforts to notify and discuss the issue with Provider before engaging in any dialogue with the third party involved.

9. COMPLIANCE WITH LAWS AND REGULATIONS. The Provider shall comply with all city, county, state, and federal laws and regulations related to pool and aquatic program operations. These regulators and laws include but are not limited to:

a. City of Menlo Park
b. Menlo Park Fire Department
c. San Mateo County Health Department
d. California Department of Health Services
e. California Department of Labor
f. Occupational Safety and Health Administration (OHSA)
g. Emergency Medical Services Authority (EMSA)
h. Consumer Product Safety Commission & Virginia Graeme Baker Act
i. Americans with Disabilities Act
j. California Department of Fair Employment and Housing

10. HEALTH AND SAFETY. The Provider is required to maintain health and safety standards in a reasonable and acceptable manner for the Premises, participants, and its employees in compliance with City standards and the other regulatory agencies listed above. These standards include but are not limited to:

a. Employee Injury and Illness Prevention Plan
b. Hazardous Materials Communications and Business Plan
c. Blood borne Pathogens and Bio Hazardous Exposure Control Plan
d. Lifting and Fall Prevention
e. Electrical Safety
f. Emergency Action Planning
g. First Aid
h. Heat Illness and Sun Protection
i. Confined Spaces
j. Chemical Storage
k. Personal Protective Equipment
l. Recreational Waterborne Illnesses (RWI's)
m. Signage

The Provider is responsible for keeping up to date with all changes, additions, or amendments to the laws, regulations and codes related to pool operations and aquatics programs.

11. STANDARD OF CARE. The Provider will provide aquatic programs and manage the Premises in a manner that is comparable to or above the standard of care that is reasonable and acceptable for a public pool in the surrounding communities. This standard of care should be demonstrated in all areas of operations including: supervision and lifeguard coverage, surveillance techniques, staff training, record keeping, maintenance and janitorial, cleanliness of facilities, safety, and risk management. The Provider is expected to ensure this standard of care by conducting annual audits by qualified external experts and including this information in the annual report to city staff and the City's Parks and Recreation Commission mentioned in Section 8, above.

12. RISK MANAGEMENT. The Provider shall take all appropriate and necessary steps to provide adequate risk management planning to minimize liability or negligence by the Provider. The Provider shall manage their risk by demonstrating proficiency in the following areas:

a. Emergency Action Plan
    - Staff Training to Plan
    - Drills Conducted
    - Emergency Equipment
    - Communication Process
b. Facilities & Equipment
    - Inspection
    - Maintenance
    - Checklists
    - Signage
c. Supervision
    - Quality
    - Quantity
    - Lessons Plans & Progression
d. Training
    - Requirements
    - Appropriate Staff
e. Documentation
    - Manuals
    - Waivers
    - Medical Screening
    - Skills Screening
    - Risk Information Provided to Public
    - Policies
    - Evaluations

13. EMERGENCY ACTION PLAN AND PROCEDURES. The Provider shall create and maintain all emergency procedures and emergency action plans for the Premises. An emergency action plan is required under Title 29 of Federal Regulations Sections 1910.38/.120/.156, and Title 8 California Code of

Regulations, Sections 3220 and 3221. The emergency action plan covers all employees and non-employees who may be exposed to hazards arising from emergency situations. It must contain information for all of the Provider's employees, including administration and line level employees using the plan in order to reduce the severity of emergency situations and minimize the risk to life and property.

14. MAINTENANCE. The Provider shall maintain the Burgess Pool and the Belle Haven Pool in an orderly, clean and professional condition at all times. The Provider will be responsible for the maintenance and repair of the equipment and facilities at both of these sites including:

a. Burgess Pool:
   - Three pools
   - Offices
   - Lobby
   - Locker Rooms & Shower Area
   - Restrooms
   - Pool Decks
   - Fences and Gates
   - Lawn Area
   - Supply Storage Areas
   - Equipment/Mechanical Rooms
   - Chemical Storage Areas
   - Lights on Premises

b. Belle Haven Pool:
   - Two pools
   - Office
   - Locker Rooms & Shower Area
   - Restrooms
   - Pool Decks
   - Fences and Gates
   - Supply Storage Areas
   - Equipment/Mechanical Rooms
   - Chemical Storage Areas
   - Lights on Premises

The Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include:

- Daily Pool & Chemical Log
- Check lists for routine maintenance and janitorial duties (Daily, Weekly, Monthly, Quarterly, Bi-annual, and Annual)
- Equipment Logs for each piece of major equipment with the maintenance schedule, maintenance contracts, record of work or repairs conducted, manufacturer guidelines, and specifications

The Provider shall maintain and continue all preventative maintenance agreements and contracts to ensure the quality and life of the equipment. The Provider will be responsible for all maintenance and repairs to equipment. Provider shall be responsible for repairs and replacement of all equipment due to failure or damage where the cost is less than One Thousand Five Hundred Dollars ($1,500) per item at the Belle Haven Pool and Two Thousand Five Hundred Dollars ($2,500) per item at the Burgess Pool. Provider shall arrange and be billed directly by the vendor for such repair(s) and/or replacement(s). Provider will also be responsible for any damage that is outside the normal wear and tear of the Premises and/or for failure to adequately maintain the Premises or any equipment. If damage beyond normal wear and tear of the Premises or any equipment is determined by the City, the Provider will be required to make the appropriate repairs within thirty (30) days of written notice. The City shall be responsible for individual repair/replacement for any item of equipment having a cost greater than One Thousand Five Hundred Dollars ($1,500) per item at the Bell Haven Pool. For individual repair/replacement for any item of equipment at the Burgess Pool having a cost of between Two Thousand Five Hundred Dollars ($2,500) and Twelve Thousand Five Hundred Dollars ($12,500) per item, the City shall pay for the cost of the item, but the cost shall then be amortized over the greater of the life expectancy of the item or the Term of the Lease remaining, and Provider shall pay the monthly amortized cost of the replacement equipment with a reasonable rate of interest for the remaining Term of the Lease. If the cost of the item exceeds $12,500, the City shall be responsible for the cost of the work. City shall be responsible for payment of the cost of replacement and reserves the right to perform replacement of the item. The Provider is responsible for reimbursing the City for the cost of repairs and replacement due to misuse, poor maintenance and/or damage caused by Provider, Provider's employees, agents and service users. The Provider shall assist the City by providing the necessary bids and due diligence for replacement of an item of equipment having a cost greater than $2,500 to ensure an expedited process when possible and reduce any loss of operations. The City shall use its best efforts to respond to the Provider for all replacements for which the City is responsible within two (2) business days with a decision based on the information provided by the Provider.

15. SIGNAGE. The Provider will be required to maintain and provide all necessary and required signage for both Premises. These signs include:

a. Maximum Pool Capacity & Hours
b. No Lifeguard on Duty
c. Children under 14 not allowed without an adult
d. Shallow Water Diving Warnings
e. Chemical Storage
f. No swimming allowed after dark
g. Pool Rules
h. 911 Emergency
i. Shower Before Entering Pool

j. No Running
k. Depth Markers
l. First Aid/CPR
m. Other signs as needed or required

16. INSURANCE. Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating the Provider's use of the Premises. The insurance company(ies) must be approved by the City. Provider will furnish City with certificates and copies of information or declaration pages of the insurance required. Provider would need to provide the City with thirty (30) days notice if any changes, cancellation, or non-renewals. Provider is required to disclose any self-insured retentions or deductibles, which shall be subject to City's approval, not to be unreasonably withheld. Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability (cross liability endorsement). Provider's insurance coverage shall be primary insurance with respect to City, its Council, Boards, Commissions, agents, officers, volunteers or employees, and any insurance or self-insurance maintained by City, for themselves, and their Council, Boards, Commissions, agents, officers, volunteers or employees shall be in excess of Provider's insurance and not contributory with it.

The minimum amounts of coverage corresponding to these categories of insurance per insurable event shall be as follows:

Insurance Category	**Minimum Limits**
Workers' Compensation	Statutory Minimum - include endorsement waiving the insurer's right of subrogation against the City, its officers, officials, employees and volunteers.
Employer's Liability	One Million Dollars ($1,000,000) per accident for bodily injury or disease – include endorsement adding the City, it officers, officials, employees and volunteers as additional insured for both ongoing operations as well as products and completed operations; include endorsement to provide primary insurance and waive any rights of contribution from the City's coverage.
Commercial General Liability	Three Million Dollars ($3,000,000) per occurrence for bodily injury, personal injury and premises damages. Must include all areas in Insurance Service Office (ISO) Form No. CG 00 01

(including Products and Completed Operations if food is served or for repairs done by the tenant, Contractual Liability, Broad form property damage, Participants and spectators coverage, and Personal and Advertising injury liability)

If Provider fails to maintain any of the insurance coverage required herein, then City will have the option to terminate this Lease, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Provider is responsible for any payments made by City to obtain or maintain such insurance and City may collect the same from Provider as Additional Rent.

Provider shall require any longer term renters and/or longer term sublessees (longer term shall mean and refer to renters/sublessees for more than a single use in any 12 month period) to maintain and carry the same coverage as described above, which policies shall name the City as an additional insured. Provider shall require such long term renters and/or long term sublessees to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each party hereby waives and does hereby agree to obtain from each insurance carrier of the insured a "subrogation waiver endorsement" waiving its right of recovery to the extent of insurance proceeds, against the other party, the other party's officers, directors, agents, representatives, employees, successors and assigns with respect to any loss or damages, including consequential loss or damage to the insured's property caused or occasioned by any peril or perils (including negligent acts) covered by any policy or policies carried by the party.

17. INSPECTIONS AND AUDITS. The City reserves the right to conduct periodic and regular site inspections and operational audits.

a. Safety*:* The Provider will be required to comply with the City's safety program guidelines and protocol. Quarterly inspections by an outside vendor will be conducted and recommendations for compliance will be enforced. City staff will be responsible for following up with the Provider on specific safety issues identified in the quarterly inspection. The Provider will be required to comply with the City's requests in a timely manner. In addition, documentation demonstrating compliance with all City, County, State and Federation Regulations will be required to be kept up to date and reviewed on an annual basis or more frequently as deemed necessary by the City.
b. Maintenance: City staff reserves the right to conduct weekly, monthly, quarterly, and annual inspections of maintenance practices for the pool maintenance operations and facility cleanliness. The inspections will ensure the Provider is following the manufacturer's specifications

c. Operations: An annual operational audit will be conducted by an external expert and industry professional approved by the City and paid for by the Provider. An observational audit, lifeguard skills assessment, and site inspection shall be conducted annually. An overall operational audit shall be conducted every two years. This audit should include but may not be limited to:

- Staff Skills Assessment
- Staff Selection and Training procedures
- Policies & Procedures Review
- Site Inspection
- Code Compliance and Record Keeping Practices
- Adherence to Aquatic Safety Standards

d. Financial Review/Audit: Provider shall provide complete financials for all aquatics programs and/or programs operated out of the Premises [with administrative costs/salaries that may be related to both aquatics and non-aquatics programs fairly allocated between such programs] prepared in accordance with generally accepted accounting principles and reviewed by an independent CPA for calendar years 2011-2014 on or before May 1, 2015 (or sooner if required to determine the FMV rate if Provider elects to terminate the Belle Haven Pool operations) for City staff and outside consultant review. The purpose for such review shall be for the negotiation of rent for the extended term and/or for purposes of negotiating a new lease. The City shall have the right to require audited financial statements in lieu of or in addition to the reviewed statements at the City's cost with an independent auditor to be selected by the City.

18. CITY ACCESS. Upon prior written notice to Provider, City shall have the right to restricted access to the Premises or any part thereof solely for certain municipal purposes which may include the performance of necessary maintenance and repairs of any and all structures or public improvements, heretofore or hereafter installed and/or constructed in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas; provided, as to maintenance or repair of the Premises, Provider has requested such maintenance or repairs or Provider has neglected such activity to the detriment of the Premises.

19. IMPROVEMENTS. Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements to the Premises not hereinabove specified (including installation of any fixture affixed to the Premises), without the prior written consent of City, not to be unreasonably delayed or withheld. All improvements or alterations constructed or installed

shall be removed and the Premises restored to substantially the same condition existing prior to such construction or installation, upon the termination of this Lease, unless the prior written approval of City is secured, allowing such improvements or alterations to remain in place, in which case, title thereto shall vest in City. All improvements undertaken pursuant to this Lease will be at Provider's sole expense and Provider will be responsible for the use and maintenance of the improvements.

20. NOISE. Except in the event of an emergency, Provider shall not use any amplified sound, whistles, bullhorns, music, etc., between the hours of 5:30 a.m. to 8:00 a.m., and/or from 8:00 p.m. to closing during any day of operation.

In order to minimize impacts of major events on residents of the surrounding neighborhood, the Provider will notify the City on a quarterly basis of all swimming meets or other large group events beyond normal operations to allow the City to notify the neighborhood in advance of such events.

21. PARKING. Provider shall instruct its patrons to park away from the nearest residences before 8:00 a.m. and after 8:00 p.m.

22. WAIVER OF CLAIMS. City assumes no responsibility for the guarding or safekeeping of the Premises, equipment, or improvements installed or constructed by Provider upon, or used in connection with, the Premises. Provider waives all claims against City, its Council, Commissions, agents, officers, volunteers, contractors or employees for any damages to the improvements in, upon or about the Premises and for injuries to any employees of Provider or their agents, invitees or sub-contractors in or about the Premises from any cause arising at any time, where City had no involvement or where such damages or injuries did not arise out of the instruction or guidance of the City. In no event shall the City be responsible for loss of profits or any consequential damages to Provider.

23. INDEMNIFICATION. Provider will defend, indemnify and hold City, its Council, Commissions, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the use of the Premises by Provider, and Provider's invitees, program participants, and visitors, or from the failure of Provider to keep the Premises in good condition and repair, including all claims arising out of the negligence of Provider, but excluding any damage or injury caused by the willful misconduct or negligence of City or its employees, agents or contractors. City will defend, indemnify and hold Provider, its members, agents, officers, volunteers or employees harmless from any damage or injury to any person, or any property, from any cause of action arising at any time from the willful misconduct or negligence or City or its employees, agents or contractors.

Each party's indemnification obligation set forth above will include any and all costs, expenses, attorneys fees and liability incurred by any indemnified party or person in defending against such claims, whether the same proceed to judgment or not. Each party will, at its own expense and upon written request by a party to be indemnified as provided hereinabove, defend any such suit or action brought against the party to be indemnified, its Council, Commissions, members, agents, officers, volunteers or employees (as applicable). This Section will survive the expiration or termination of this Lease.

24. HOLDING OVER BY PROVIDER. If Provider remains in possession of the Premises after the expiration of the Term of this Lease, and without executing a new lease but with the consent of City, then such holding over shall be construed as a year-to-year tenancy subject to all of the applicable conditions, provisions, and terms of this Lease, except that Provider shall pay to City the fair FMV rental value of the Premises as defined in Section 3. Either party may terminate any year-to-year tenancy by giving the other party notice of termination to be effective upon not less than six (6) months prior written notice.

25. HAZARDOUS MATERIALS. Provider shall not use or store any Hazardous Materials in, on, or about the Premises except in compliance with all applicable federal, state, and local laws, statutes, ordinates, and governmental regulations, and the highest standards prevailing in the industry for storage and use of any such Hazardous Materials, nor allow any Hazardous Materials to be brought in the Premises, except to use in the ordinary course of Provider's business, and then only after written notice to City of the Hazardous Materials to be used by Provider. Provider shall not cause or permit the escape, release, or disposal of any Hazardous Materials in the Premises. If any governmental agency or the beneficiary of any deed of trust against the Premises requires any testing of the Premises to ascertain whether any Hazardous Materials have been released in, on, or about the Premises, Provider shall reimburse City, as Additional Rent, for the cost of any such inspection if the inspection, together with any other evidence obtained by City, shows that the presence of such Hazardous Materials in the Premises was caused by Provider, its agents, employees, contractors or invitees.

In addition, Provider shall, at City's request, execute affidavits, representations, or other documents concerning Provider's best knowledge and belief regarding the presence of any Hazardous Materials in the Premises. Provider shall indemnify, defend, and hold harmless City from any liability, cost, or expense, including reasonable attorneys' fees, arising from the use, storage, release or disposal of any Hazardous Materials in, on, or about the Premises by Provider, its agents, employees, contractors, or invitees. The provisions of this section shall survive the expiration or earlier termination of this Lease.

For the purposes of this Lease, the term "Hazardous Material" shall mean any substance or material which has been designated hazardous or toxic by any

federal, state, county, municipal, or other governmental agency or determined by such agency to be capable of endangering or posing a risk of injury to, or adverse effect on, the health or safety of persons, the environment, or property, including without limitation those substances or materials described in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.

26. ATTORNEY'S FEES. In any legal action brought by either party to enforce the terms of this Lease, the prevailing party is entitled to all costs incurred in connection with such an action, including reasonable attorneys' fees.

27. ARBITRATION. Any dispute regarding the breach of this Lease shall be decided by binding arbitration pursuant to the rules of the American Arbitration Association, and not by court action, except as otherwise provided in this Section or as allowed by California law for judicial review of arbitration proceedings. Judgment on the arbitration award may be entered in any court having jurisdiction. The Parties may conduct discovery in accordance with California Code of Civil Procedure. This provision shall not prohibit the Parties from filing a judicial action to enable the recording of a notice of pending action for order of attachment, receivership, injunction, or other provisional remedy. Venue for the resolution of any such dispute or disputes shall be in San Mateo County, California.

BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTER INCLUDED IN THE ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE ARBITRATION OF DISPUTES PROVISION TO NEUTRAL ARBITRATION.

_____	_____
Provider	City

28. VENUE. Provider agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Lease is San Mateo County, California.

29. ASSIGNMENT AND NONTRANSFERABILITY. Provider understands and acknowledges that assignment of this Lease is absolutely prohibited without the written consent of City, and any attempt to do so without City's written consent may result in termination of the Lease at the will of City. Notwithstanding the foregoing, City shall grant permission to Provider to contract with other entities or organizations to provide some of the programs at the Premises and/or to sublease the Premises to other entities or organizations for certain hours, subject to prior notice to City. Such use is contingent, in part, upon said sub-user indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Lease. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named as additional insureds. Any insurance policy maintained by a sub-user will be in addition to, and shall not replace, any insurance required of Provider.

30. LIENS AND ENCUMBRANCES. Provider shall have no authority to do anything that may result in a lien or encumbrance against the Premises. Without limiting the foregoing, however, Provider agrees to pay promptly all costs associated with the activities associated with this Lease and not to cause, Lease, or suffer any lien or encumbrance to be asserted against the Premises. In the event that Provider causes, leases, or suffers any lien or encumbrance to be asserted against the Premises related to activities associated with this Lease, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

31. TERMINATION OF LEASE.

a. Default. City or Provider shall have the right to terminate this Lease by written notice to the other party for any default or breach of any term or condition of this Lease by the other party; provided, however, the non-defaulting and non-breaching party must first deliver written notice to the other party of any such default or breach, and if such breach or default exists for more than thirty (30) days after the delivery of such notice without being cured, the non-defaulting and non-breaching party may elect to terminate this Lease by giving written notice of such termination to the defaulting party. Termination shall be effective on the date specified in the notice, which date shall not be less than thirty (30) days nor more than one hundred eighty (180) days following such notice. In addition to termination, the non-defaulting and non-breaching party shall be entitled to pursue any and all other remedies provided by law.

b. City Dissatisfaction. If City and/or Menlo Park community believes Provider has not satisfied community needs with respect to public access, service and program quality, public safety, noise restrictions and/or parking, City may deliver written notice to Tenant of such dissatisfaction and the Parties shall meet and confer within fifteen (15) days of Provider's receipt of such notice. If the matter is not resolved to the City Manager's satisfaction, City may terminate this Lease by giving written notice of such termination to Provider. Termination shall be effective not less than ninety (90) days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within ten (10) days of Provider's receipt of such notice. Upon receipt of Provider's timely appeal, the Council shall place the matter on the City Council agenda and make the final determination with regard to the termination of the Lease and shall give written notice to Provider of such final determination. If the City Council determines the lease should be terminated, termination of the Lease shall be effective not less than ninety (90) days after the date of such notice.

c. Provider's Option. Provider may terminate the Lease at Provider's option upon the occurrence of any of the following:

- Upon the death of Tim Sheeper; or
- Upon the disability of Tim Sheeper, if such disability prevents him from running Provider's business operations for a continuous period of 60 consecutive days; or
- Upon financial hardship, which shall require not less than six (6) month written notice to terminate lease based on financial hardship

Termination shall be effective not less than ninety (90) days after the date of any such notice. In the event Provider does not elect to terminate the Lease as permitted herein, the Lease shall remain in full force and effect for the remainder of the Term, unless subsequently terminated for another cause or event as specified herein.

32. CONDITION OF PREMISES UPON TERMINATION. Upon the effective termination of the Lease, Provider shall restore the Premises to its condition prior to the execution of this Lease, remove all personal property, including furniture, furnishings, vehicles, and equipment, belonging to Provider or Provider's employees, invitees, and agents. Should Provider fail to perform those obligations by the effective termination date, the Parties agree to the following:

a. Such remaining property shall be deemed abandoned and Provider waives all provisions for disposition of abandoned personal property required by California law including but not limited to California Code of Civil Procedure Section 1980 et. seq. (requiring notice for reclaiming abandoned property and public sale for disposition).

b. City has the right to take action to remove Provider's personal property. Should City exercise this right, Provider shall be liable to City for:
   - the actual cost of this removal, demonstrated by valid receipts and invoices;
   - a fifteen percent (15%) overhead to City for reasonable costs in contracting and supervising the removal work; and
   - any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within ten (10) days of submission of invoice to Provider. If not paid within this time, then interest will be charged at ten percent (10%) or the maximum extent allowed by law, whichever is less.

33. NOTICE. All notices under this Lease shall be in writing and, unless otherwise provided herein, shall be deemed validly given if sent by certified mail, return receipt requested, or via recognized overnight courier service, addressed as follows (or to any other mailing address which the party to be notified may designate to the other party by such notice). All notices properly given as provided for in this section shall be deemed to be given on the date when sent. Should City or Provider have a change of address, the other party shall immediately be notified as provided in this section of such change.

Provider
Team Sheeper, L.L.C
Attn: Tim Sheeper
501 Laurel Street
Menlo Park, CA 94025
(650) 369-7946

City
City of Menlo Park
Attn: City Manager
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6610

34. COMPLETE AGREEMENT. This Lease contains the entire agreement between the Parties with respect to the matters set forth herein, and supersedes all prior or contemporaneous agreements (whether oral or written) between the Parties with respect to the matters set forth herein.

35. AMENDMENT. This Lease may be amended only by a written instrument executed by the Parties.

36. AUTHORITY. The individuals executing this Lease on behalf of Provider represent and warrant that they have the legal power, right and actual authority to bind Provider to the terms and conditions of this Lease.

37. NO WAIVER. Waiver by either party of a breach of any covenant of this Lease will not be construed to be a continuing waiver of any subsequent breach. City's receipt of rent with knowledge of Provider's violation of a covenant does not waive City's right to enforce any covenant of this Lease. No wavier by

either party of a provision of this Lease will be considered to have been made unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Lease by their officers therein duly authorized as of the date and year first written above.

CITY OF MENLO PARK

By: _____

ATTEST:

_____
City Clerk

TEAM SHEEPER, L.L.C.
501 Laurel Street
Menlo Park, CA 94025

By: _____
Tim Sheeper, Chief Executive Officer

GUARANTY

TIM SHEEPER hereby unconditionally personally guarantees all of the obligations arising or accruing during the term of the Lease and/or arising out of Provider's operation of the Premises. City is not responsible to enforce the terms of the Lease upon TEAM SHEEPER, L.L.C., or to first institute suit, or to pursue or exhaust its remedies against TEAM SHEEPER, L.L.C. TIM SHEEPER shall, without demand, pay City's reasonable attorneys' fees and all costs and expenses incurred by City in enforcing the terms of the Lease and/or this Guaranty.

This Guaranty shall inure to the benefit of City, its successors and assigns, and this Guaranty shall bind TIM SHEEPER, his legal representatives, and assigns.

_____
TIM SHEEPER

Exhibits

A. Burgess Pool Site Map
B. Belle Haven Pool Site Map
C. SOLO Agreement

ATTACHMENT B

Menlo Swim and Sport

Annual Report to the City of Menlo Park

February 17, 2016

Menlo Swim and Sport

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Annual Report to the City of Menlo Park

Menlo Swim and Sport entered into a public/private partnership with the City of Menlo Park to operate the Burgess Pool in May 2006. The company is dedicated to serving the community by promoting healthy, balanced lifestyles through aquatic sports and outdoor family activity. In cooperation with the City of Menlo Park, Menlo Swim and Sport aspires to make full use of the facility by providing a proactive approach to sports and aquatic programming.

It is estimated that more than 488,000 visits the Burgess Pool facility, and 16,000 visits the Belle Haven Pool facility on an annual basis.

In 2015, Menlo Swim and Sport experienced continued, steady growth of its core programming at its Burgess Pool facility and maintained continued year-round operations at the Belle Haven facility, beyond the required 10-week summer period.

We are proud to report that 2015 was our best year at Belle Haven since we began operating at that location. There was an increase in swim lessons and in open swim drop in users. We are providing more swim lessons to the community and we are also attracting more members of the community to come enjoy our facilities. We are always looking to adjust our programming to better serve the community. In 2015, we added two Aqua Fit classes in the morning to better suit our community members that attend the Menlo Park Senior Center for lunch time meals.

Also in 2015 our Menlo Mavericks Water Polo team attended Junior Olympics in Orange County. We sent a 10 and under co-ed team and a 14 and under girls team. We are proud to say our team is continuing to grow and compete nationally.

The data in this report reflects the most complete information that Menlo Swim and Sport has relative to the requested areas of interest indicated by the City of Menlo Park.

Total Amount of Program Hours by Program

Menlo Swim and Sport provided the following programming at the Burgess Pool Facility:

BURGESS POOL PROGRAMMING - 2015	
Program	**Program Hours**
Aqua Fit	14 hours/week
Camp Menlo	45 hours/week (summer and school holidays)
Beyond Studio Cycling	10 workouts/week
Lap Swim	85 hours/week - fall & winter 88 hours/week - spring & summer
Masters Swimming	21 hours/week
Masters Water Polo	3.5 hours/week
Menlo Fit/Boot Camp	21 hours/week
Menlo Mavericks (Swim)	15 hours/week
Open Swim	38.25 hours/week - fall & winter 56 hours/week - spring & summer
Personal Training	20 hours/week
Swim School - Youth	50 hours/week
Triathlon Team - Adult	18 hours/week
Water Safety Classes	37.5 hours/quarter
SOLO Aquatics	7.5 hours/week
Team in Training (TNT)	3.5 hours/week
Underwater Hockey	4 hours/week

TOTAL AMOUNT OF PROGRAM HOURS BY PROGRAM AREA

Menlo Swim and Sport provided the following programming at the Belle Haven Pool Facility

BELLE HAVEN POOL PROGRAMMING - 2015	
Program	**Program Hours**
Aqua Fit	4 hours/week
Camp Menlo	25 hours/week (summer)
Lap Swim	15 hours/week (non-summer) 44 hours/week (summer)
Menlo Mavericks (Polo)	12 hours/week
Open Swim	15 hours/week (non-summer) 25 hours/week (summer)
Personal Training	2 hours/week (non-summer) 4 hours/week (summer)
Swim School - Youth	4 hours/week (spring) 14 hours/week (summer)
Swim School - Adult	2 hours/week (fall)
Synchronized Swimming	3 hours/week

Participation Statistics by Program

PARTICIPATION STATISTICS BURGESS

BURGESS POOL PARTICIPATION STATISTICS		
Program Area	**2014 Participation**	**2015 Participation**
Aqua Fit	88 active online memberships, approximately 292 drop-ins per year.	79 active online memberships, approximately 179 drop-ins per year.
Camp Menlo	1,500 participants annually	1,500 participants/annually
Beyond Studio Cycling	12 active online memberships Drop-ins: 157	11 active online memberships Drop-ins: 94
Lap Swim	18,754 drop in customers Approximately 249 customers with monthly lap swim memberships	20,572 drop in customers Approximately 217 customers with monthly lap swim memberships
Masters Swimming	300+ active members	300+ active members
Masters Water Polo	20 active members	25 active members
Menlo Fit/Boot Camp	65 active members Drop In: 33	65 active members Drop In: 54
Menlo Mavericks	Non-summer: 355 Summer: 320	Non-summer: 345 members Summer: 325 members
Open Swim	23,350 drop-in customers 53 Summer Family Swim Passes	30,000 drop-in customers 50 Summer Family Swim Passes
Personal Training	Approximately 65/month	Approximately 180/month
Swim School - Youth	Approximately 1,250 students per week, or 60,000 lessons given annually.	Approximately 1,250 students per week, or 60,000 lessons given annually.
Triathlon Team - Adult	80 members	80 members
Water Safety Classes	111 certifications	146 certifications
SOLO Aquatics	Estimated at 80 members	Estimated at 80 members
Team in Training (TNT)	100-150 people per quarter	100-150 people per quarter

PARTICIPATION STATISTICS - BELLE HAVEN

BELLE HAVEN POOL PARTICIPATION STATISTICS		
Program Area	**2014 Participation**	**2015 Participation**
Aqua Fit	7/week - summer	10/week - summer
Camp Menlo	15/week - summer	15/week - summer
Lap Swim - Members	4/week - year-round	7/week - year-round
Lap Swim - Drop In	11/week - year-round	22/week - year-round
Menlo Mavericks (Polo)	60/week - year-round	60/week - year-round
Open Swim - Drop In	22/week - year-round average	78/week - year-round average
Swim School - Youth	80/week - summer	100/week - summer
Swim School - Adult	n/a	8/week - fall

Customer Satisfaction Survey Results

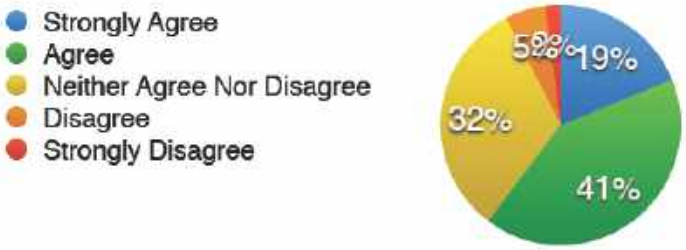
INCLUDES USER GROUP FEEDBACK BY PROGRAM AREA OR RENTAL

Menlo Swim and Sport conducted an annual survey of various pool user groups in 2015, which was made available online only at Burgess, and online and via paper at Belle Haven. Links to the online survey were provided to facility users via the Menlo Swim and Sport monthly newsletter. SOLO was provided with links to the survey; however, data was not received from SOLO. The results are documented below.

The following questions were asked of Burgess Pool users:

1. As a direct result of participating at the pool, I (or my child) have improved upon or developed a new skill.

2. As a direct result of participating at the pool, I (or my child) feel closer to my community.



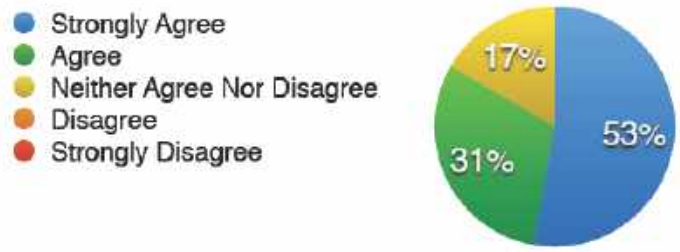
3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.

4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.

MENLO SWIM AND SPORT BURGESS USERS - 2015 SURVEY RESPONSES				
Answer Options	Question #1	Question #2	Question #3	Question #4
Strongly Agree	48.12%	18.83%	73.22%	50.63%
Agree	36.82%	41.42%	19.67%	35.15%
Neither Agree Nor Disagree	12.13%	32.22%	5.86%	12.97%
Disagree	1.67%	5.44%	0.84%	0.42%
Strongly Disagree	1.26%	2.09%	0.42%	0.84%

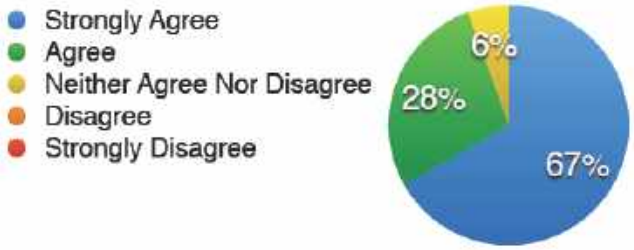
The following questions were asked of the Belle Haven Pool users:

1. As a direct result of participating at Belle Haven Pool, I (or my child) have improved upon or developed a new skill.

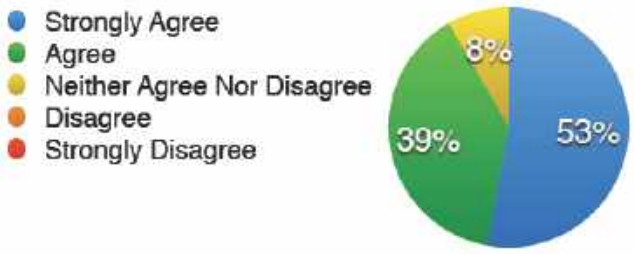


2. As a direct result of participating at Belle Haven Pool, I (or my child) feel closer to my community.

3. My (or my child's) participation in aquatics programs supports a healthy lifestyle.



4. My (or my child's) participation in aquatics programs contributes to my (or my child's) individual growth and development.



BELLE HAVEN POOL

BELLE HAVEN POOL USERS - 2015 SURVEY RESPONSES				
Answer Options	**Question #1**	**Question #2**	**Question #3**	**Question #4**
Strongly Agree	52.78%	36.11%	66.67%	52.78%
Agree	30.56%	38.89%	27.78%	38.89%
Neither Agree Nor Disagree	16.67%	25%	5.56%	8.33%
Disagree	0%	0%	0%	0%
Strongly Disagree	0%	0%	0%	0%

Pool Schedule and Space Allocation by Program

INCLUDES PREVIOUS YEAR AND PROJECTIONS FOR 2015

Menlo Swim and Sport tracks its pool schedule and allocation of pool space by program area for both the Instructional Pool and the Performance Pool via monthly calendars. The records for January through December 2015 are attached to this document. The pool schedule and allocation for specific programs for 2016 will likely be consistent with the 2015 schedule. Minor changes to the schedule occur based on the modification or creation of new programs.

Fee Comparison by Program Area

NORTH OF MENLO PARK FEE COMPARISON - 2015/2016					
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Herkner Pool - Redwood City**	**Burlingame Aquatic Center**	**Peninsula Jewish Community Center (Foster City)**
Aqua Fit (Water Exercise)	$60-$79/month	$40/month	n/a	$64/month	Monthly: $114/mo One-time reg fee: $195
Camp Menlo	$345/wk.	$250/wk.	n/a	$209 to $251/wk.	$335 to $690/wk.
Indoor Cycling	$79/month	n/a	n/a	n/a	Monthly: $114/mo One-time reg fee: $195
Lap Swim	**Resident** Youth: $4 Adult: $6 Senior & Student: $5 $47/month **Non- Resident** Youth: $5 Adult: $7 ***Family: $18** Senior & Student: $6 $54/month	**Resident** Youth: $3 Adult: $4 Senior & Student: $4 $40/month **Non-Resident** Youth: $3 Adult: $5 ***Family: $15** Senior & Student: $4 $45/month	**Fees** Youth: $3 Adults: $5 Senior: $3	**Resident** Youth: $5 Adult: $7 Senior: $5 Adult res: $53/ month Adult non-res: $58/month	Monthly: $114/mo One-time reg fee: $195
Masters Swimming	$79/month	n/a	n/a	$61/month	Monthly: $114/mo One-time reg fee: $195
Masters Water Polo	$79/month	n/a	n/a	$35/month	n/a
Menlo Fit	**All Access** $185/month	n/a	n/a	n/a	Monthly: $114/mo One-time reg fee: $195

NORTH OF MENLO PARK FEE COMPARISON - 2015/2016					
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Herkner Pool - Redwood City**	**Burlingame Aquatic Center**	**Peninsula Jewish Community Center (Foster City)**
Youth Competitive Swim Team	**Monthly Dues** Range = $55 to $118	n/a	Redwood City Sharks: $199 per summer session	Monthly Dues Range = $80 to $240	Monthly Dues Member $115 Non-member $140
Open Swim	**Resident** Youth: $4 Adult: $6 ***Family: $15** Senior & Student: $5 $47/month **Non- Resident** Youth: $5 Adult: $7 ***Family: $18** Senior & Student: $6 $54/month	**Resident** Youth: $3 Adult: $4 ***Family: $12** Senior & Student: $4 $40/month **Non-Resident** Youth: $3 Adult: $5 ***Family: $15** Senior & Student: $4 $45/month	**Baby Pool** Drop-in: $2 per child. Add'l $1 per child Youth: $3 Adult: $5 Senior: (60+) $3	**Drop In** Youth: $3 Adult: $5	**Drop In** $25 for day pass (adult & child) Monthly Dues Member $115 Non-member $140
Personal Training	$120 per hour	$115 per hour.	n/a	n/a	Monthly Dues Member $115 Non-member $140 $82 to $92/hr.
Swim School	**Group:** $86 per month, $21.50 per class	**Group:** $15/ lesson kids $5/ lesson (w/ BBAF Scholarship)	**Resident:** $10/ class **Non-Resident:** $10.80/class	**Group** Members $13.75 - $16.25/ class	**Group** Member rate: $17.50 - $24.50/ class
Triathlon Team, Men of Fit (Boot Camp), ALL ACCESS	**All Access** $180/month	n/a	n/a	n/a	n/a

NORTH OF MENLO PARK FEE COMPARISON - 2015/2016					
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Herkner Pool - Redwood City**	**Burlingame Aquatic Center**	**Peninsula Jewish Community Center (Foster City)**
Water Po o - Youth	n/a	$80/month - 12 Under & 14 Under (boys & g r s) $40/month - 10 Under (coed) $32/month (w/ BBAF Scho arsh p)	n/a	$86 - $151/month	n/a
Safety Academy	L feguard $300	L feguard $300	n/a	n/a	L feguard Cert ficat on: $175

SOUTH OF MENLO PARK FEE COMPARISON - 2015/2016					
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**
Aqua F t (Water Exerc se)	$60 to $79/month	$40/month	n/a	Drop In Res dent: $6/c ass Non-res dent: $7.50 Sr. Res dent: $3/ c ass Sr. Non-res dent: $4/c ass	Drop In: Res dent: $11/ sw m Non-res dent: $14/ sw m
Camp Men o	$345/wk.	$250/wk.	n/a	n/a	$370 to $462.50/ wk.
Indoor Cyc ng	$79/month	n/a	n/a	n/a	n/a

SOUTH OF MENLO PARK FEE COMPARISON - 2015/2016					
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**
Lap Sw m	**Resident** Youth: $4 Adu t: $6 Sen or & Student: $5 $48/month **Non- Resident** Youth: $5 Adu t: $7 Sen or & Student: $6 $54/month	**Resident** Youth: $3 Adu t: $4 Sen or & Student: $4 $40/month **Non-Resident** Youth: $3 Adu t: $5 Sen or & Student: $4 $45/month	**Non-Member** Adu t: $5 Sen or (60+): $3 **Member - Resident** Adu t: $3.50 Sen or (60+): $2 Youth: $3	**Resident** (25 Sw ms) -$90 **Non-Resident** (25 Sw ms) -$113 **Resident Senior:** (25 Sw ms) - $31 **Non-Resident Senior:** (25 Sw ms) - $39 **Resident** (1 Sw m) - $5 **Non-Resident** (1 Sw m) - $6	**Resident** Drop- n: $7 12-punch: $55 Month y: $51 Sen or (55+): $39 **Non-Resident** Drop- n: $10 12-punch: $68 Month y: $63 Sen or (55+) $49
Masters Sw mm ng	$79/month	n/a	Month y dues: $80	$50-$60 per month	$60 to $75/month
Masters Water Po o	$79/month	n/a	n/a	n/a	n/a
Men o F t	**All Access** $185/month	n/a	n/a	n/a	n/a
Youth Compet t ve Sw m Team	**Monthly Dues** Range = $55 to $118	n/a	Range $95 to $260/month	Range $100 to $200/ month	Range $96 to $191/ month.
Open Sw m	**Resident** Youth: $4 Adu t: $6 ***Family: $15** Sen or & Student: $5 $47/month **Non- Resident** Youth: $5 Adu t: $7 ***Family: $18** Sen or & Student: $6 $54/month	**Resident** Youth: $3 Adu t: $4 ***Family: $12** Sen or & Student: $4 $40/month **Non-Resident** Youth: $3 Adu t: $5 ***Family: $15** Sen or & Student: $4 $45/month	**Daily Drop In** Youth: $4 Adu t: $5 Sen or: $3 Infant: $2 **Resident 10-card program discount** Youth: $3 Adu t: $3.50 Sen or: $2 **Non-Resident 10-card program discount** Youth: $3.50 Adu t: $4 Sen or: $2.50	**Resident** Ch d: $3 Adu t: $4 Fam y: $10 **Non-Resident** Ch d: $4 Adu t: $5 Fam y: $18 Spectator: $3	Drop In: Res: $4/sw m Non-Res: $5/sw m

SOUTH OF MENLO PARK FEE COMPARISON - 2015/2016					
Program	**Burgess Pool - Menlo Park**	**Belle Haven - Menlo Park**	**Rinconada Pool - Palo Alto**	**Eagle Park Pool - City of Mountain View**	**Fremont H.S. Pool - Sunnyvale (California Sport Center)**
Persona Tra n ng	$120 per hour	$115 per hour.	n/a	n/a	n/a
Sw m Schoo	**Group:** $86 per month, $21.50/ c ass	**Group:** $15/ esson k ds $5/ esson (w/ BBAF Scho arsh p)	Pr c ng not ava ab e.	Group: $7.50 to $9.50/ c ass	$15.75/c ass
Tr ath on Team, Men o F t (Boot Camp), ALL ACCESS	**All Access** $180/month	n/a	n/a	n/a	n/a
Water Po o - Youth	n/a	$80/month - 12 Under & 14 Under (boys & g r s) $40/month - 10 Under (coed) $32/month (w/ BBAF Scho arsh p)	n/a	n/a	$78 to $87/month
Safety Academy	L feguard $300	L feguard $300	L feguard $189 to $219	L feguard $236 to $295	L feguard $300

*Menlo Swim and Sport is unique by providing low-cost family pricing options.

Based on the above fee comparison, Menlo Swim and Sport continues to offer a full compliment of sport and aquatic programming relative to the public pools operating in the local area. This is evident by the fact that the other facilities do not offer the broad range of programing found in Menlo Park and operated by Menlo Swim and Sport.

Both the Burgess and Belle Haven pools via Menlo Swim and Sport continue to offer users a broad selection of high-quality aquatic programming at or below market rate.

Lane Rate Rental Fee Comparison

Location	Per Hour Lane Rental Rate
Saratoga High School Pool	$2.87 to $5.56
Los Gatos High School Pool	$4.12 to $6.25
Eagle Park Pool (City of Mountain View	$5.50 to $58
Sequoia Union High School District	$8.57* to $10.70
Fremont High School Pool (Sunnyvale)	$13 to $17
Terman Middle School	$13.33
USA Swimming - National Average	$14.00
Foothill College	$15* to $18.75
Camden Community Center (City of San Jose)	$16.00
Burgess Pool (City of Menlo Park)	$16 to $24
Belle Haven Pool (City of Menlo Park)	$20.00
Burlingame High School Pool (City of Burlingame)	$20.00

*A lower non-profit rate is usually given to non-profit organizations.

Pricing Structure - 2015

Registration for adult programs continued with a simplified pricing structure. Patrons had the option to register for a single sport or activity (e.g. Level 1 or Level 2), or they can combine programs/activities with either the All-Access Silver or All-Access Gold packages.

2015 - MENLO SWIM AND SPORT MONTHLY PRICING LEVELS			
Level 1	Level 2	Level 3 (All Access Silver)	Level 4 (All Access Gold)
$54	$79	$133	$185
(Choose One) • Lap & Open Swim • Menlo Bike Club • Tattersols Women's Running Team • All Terrain Runners	(Choose One) • Aqua Fit Water Exercise • Masters Swim • Indoor Cycling • Menlo Mavens Water Polo	Access to All Level 1 and Level 2 programs. Except: • Boot Camp • Triathlon	Access to all Level 1 and Level 2 programs. Including: • Boot Camp • Triathlon

- Menlo Park Resident Lap Swim only membership available at $47.
- 25% Senior, Student, and Family Discounts are available.

Annual Audits and Review Demonstrating Standards of Care

Menlo Swim and Sport takes great care in managing the facility above industry standards for public pools. Certified Pool Operators manage and care for the pool systems and balance the water on a daily basis. Written records are kept and reviewed on a regular basis by qualified city staff and the County Public Health Department. Custodial staff maintains the facility and surrounding grounds approximately eight to ten hours per day. Mid-day on-site restroom cleanings are conducted during the peak seasonal use times in order to keep up with the high volume of daily visits. It should be noted that the estimated number of people who pass through this facility is estimated to be 488,000 annually.

The company employs a human resources manager who tracks employee certifications and conducts and tracks employee training with the assistance of a human resources management and payroll system. Customer registration is conducted via two systems: one specifically deals with the nuances of the swim school, and the other system manages all non-swim school related functions.

The company's lifeguards are all fully certified and encouraged to seek advanced lifeguard certifications. Water safety/lifeguard instruction is provided by company staff to existing and prospective employees. The lifeguarding surveillance techniques employed are consistent with the standards set by the American Red Cross.

Risk management and employee safety are addressed via monthly employee safety meetings. Menlo Swim and Sport continues to contract with DuAll Safety in order to stay current with relevant safety issues and to ensure that Menlo Swim and Sport meets the safety requirements required by the City of Menlo Park for the operation of the Burgess and Belle Haven Pools. The DuAll Safety Plan includes work in the following health and safety areas:

1. Injury and Illness Prevention Program (IIPP)
2. Confined Space Program Update and Revision
3. Emergency Action Plan revision
4. Hazardous Materials Business Plan Development (Burgess & Belle Haven Pool)
5. Exposure Control Plan (e.g. bloodborne pathogens)
6. Fall Protection Standard Operating Procedure
7. Heat Illness Prevention Program
8. Cold Illness Prevention Program
9. Ladder/Climb Safety Training
10. Chemical Inventory
11. Hazard Communication Program
12. Personal Protective Equipment (PPE) program
13. Respiratory Protection
14. Fall Protection
15. Driver Safety Training
16. Develop 2014 Safety Plan of Action
17. PPE Hazard Assessment
18. Aerosol Transmittable Disease (ATD) Plan

Knorr Systems Inc., is contracted to perform scheduled pool and equipment maintenance, and quarterly audits/analysis of the water to ensure proper chemical and operational balance.

Total Aquatic Management conducted an operational audit for the Burgess Pool on February 21, 2015. Menlo Swim and Sport demonstrated satisfactory to above average ratings in all sections of the audit. The audit results are attached to this report.

Here is the synopsis of the audit directly from the auditor:

"The Menlo Swim and Sport operated Burgess Aquatic Center is in great condition and very well taken care of. The programs are very well rounded and really meet the community need. The swim school is a model of success. Staff should formalize rotations to always occur in the same location, chair, ladder by lift, etc. It does not matter so much where as they are consistently done in one place the same way each time to make sure the water is always watched. Training should be done on the rescue of unresponsive victims off the bottom of the pool and then extricated and CPR performed with a trainer AED if possible. The importance of getting the victim and getting them out as quickly as possible must be emphasized! The process on deck should involve gloving up, making an airway from behind the victim's head, assessing pulse

and breathing simultaneously, giving two breaths then the second rescuer starting compressions until the AED arrives."

Risk Management Documentation

Menlo Swim and Sport has an active Risk Management Program for the Burgess and Belle Haven Pools which focuses on the following areas:

- **Emergency Action Plan (EAP):** Individual departments are trained via drills to respond to appropriate emergency scenarios (e.g. fire alarm); EAP guidelines are issued to new hires, relevant EAP sections are posted on employee break room walls; emergency equipment stations (e.g. first aid stations, AED & oxygen station), two way radio communication system is in place.

- **Facilities and Equipment:** The custodial staff has created and utilizes a Pool Maintenance Essential Duties Checklist as a guide for essential tasks and key job duties. The City conducts occasional inspections to ensure the company is maintaining the facility appropriately. Any deficient areas are identified and addressed quickly by staff. Appropriate signage is maintained around both the Burgess and Belle Haven Pool facilities.

- **Supervision:** Menlo Swim and Sport employs in excess of 200 employees during the peak season of summer and maintains a staff of approximately 130 employees throughout the year. The company is structured with a CEO, Chief Financial Officer, Director of Operations, as well as directors for the following positions: human resources, customer service, athletic programming (e.g. swim school, camps), lifeguard, and marketing. The company now maintains a contract with an IT company for technology related issues. Menlo Swim and Sport maintains a comprehensive workers' compensation insurance plan as required by the State of California.

- **Training:** The management team (described above) works hard to ensure that the company provides high-quality staff with exceptional training in their area of expertise. Appropriate levels of training and screening occur prior to hiring new staff. Constant quality improvement is the goal when it comes to staff and program development.

- **Documentation:** Menlo Swim and Sport has created policy and procedure manuals to provide guidance to staff. These manuals are available for review upon request.

- **Safety Suggestion Boxes:** Menlo Swim and Sport provides Safety Suggestion Boxes for employees to submit ideas related to safety concerns and improvements. The Safety Committee follows up on these suggestions during its monthly safety meetings.

Lifeguard Training

During the new employee on boarding process, employees are provided with training in the following areas:

- Harassment Policy

- Workers Compensation
- Workplace Violence
- Work hours, lunch and breaks
- Vacation and sick leave

Each department has a very specific training program and checklist for all newly hire employees.

In 2105, the lifeguard staff was required to attend a minimum of eight in-service trainings. Seasonal staff attend two to three depending on their length of employment. Menlo Swim and Sport offered 24 in-service trainings throughout the year. These training sessions are two hours in length and cover topics such as customer service, first air, CPR/AED, lifeguard skills and general Menlo Swim and Sport policy review.

In addition to the training, lifeguards received the following audits to evaluate their skills: surface scanning (monthly), bottom scanning (quarterly), CPR/AED, first aid (quarterly). New lifeguards are required to complete a two-hour orientation and shadow shift. All staff lifeguards are required to renew their certifications every two years.

Certifications

Lifeguards: Red Cross Lifeguard/First Aid, CPR/AED for the Professional Rescuer

Swim Coaches: American Swim Coaches Association (ASCA), USA Swim Coach, Lifeguard, Lifeguard Instructor, Automated External Defibrillator (AED), Crossfit Level 1, Emergency Medical Technician (EMT)

Other Coaches: Menlo Fit (Boot Camp): Individual fitness certifications; Aqua Fit: appropriate water exercise certifications, Triathlon Coaches: USA Triathlon (USAT), Cross Fit certification Level 1 and Cross Fit kids, and Associated Swim Coaches of America (ASCA) Level 3.

Pool Maintenance Staff: Certified Pool Operator (CPO) or Aquatic Facility Operator (AFO)

Facility Maintenance

Custodial staff initiates a thorough cleaning of the all restrooms (men, women, and family) at least three hours prior to facility opening. An ongoing, mid-day facility cleaning of the restrooms and facility windows was added in fall of 2013 to account for the high visitor volume. The mid-day cleaning is handled by an outside vendor. Staff maintains the facility and surrounding grounds, spending eight to ten hours per day cleaning and maintaining the facility. Dozens of restroom checks are conducted throughout the day by a combination of company lifeguard and management staff.

Staff spends at least three hours per day cleaning the surrounding outdoor areas to include: the pool deck, pool bottom & tiles, mechanical room, administrative offices, picnic areas and facility lobby. The City of Menlo Park conducts facility checks of both the Burgess and the Belle Haven

Pools. Menlo Swim and Sport staff review the facility check reports and respond quickly to address any facility-related concerns noted by city staff.

Description of Programs

Aqua Fit: Aqua Fit classes use the natural resistive forces of water to strengthen both muscles and the cardiovascular system. Water exercise has proven to be one of the healthiest, most versatile whole-body workouts for top athletes, fitness enthusiasts, youth and seniors alike.

Camp Menlo: Camp Menlo offers aquatics instruction, water sports, and dry land activities for a variety of ages. Menlo Swim and Sports goal is to give campers a unique and inspiring experience while cultivating skills for a lifetime of aquatics and sports safety, health, and enjoyment.

Lap Swim: Lanes are dedicated to lap swimming in the performance pool and the instructional pool seven days per week year-round with a lifeguard on duty at all times. We observe circle swimming when there are more than two swimmers per lane. The number of lanes for lap swimming varies according to scheduled activities in each pool, but during the times below, you will find designated lap lanes.

Masters Swimming: Menlo Masters was organized in 1988 and is now one of the largest Masters Swimming teams in Northern California and in the U.S. The club welcomes participation from swimmers of all abilities, age 19 or over, who are interested in regular structured workouts.

Previous experience in competitive swimming is not necessary. Members range from beginning swimmers to triathletes to former collegiate swimmers and nationally-ranked Masters competitors.

Menlo Masters conducts ongoing conditioning, stroke instruction, intra-club activities, competitions, and social events throughout the year. Emphasis is placed on developing swimming skills, enhancing the enjoyment of swimming through regular workouts and professional instruction, and the promotion of lifetime fitness through swimming.

Masters Water Polo: Menlo Swim and Sport offers women's water polo for all experience levels, ages 19 and over. Our team, the Menlo Mavens, is a fun, inclusive, and diverse group with a passion for water polo. The coaching staff brings years of top level play and coaching experience to the Menlo Mavens team. Our goal is to build a strong and exciting women's water polo program that both introduces new players to the sport and provides professional coaching and challenge for experienced players.

Menlo Fit: Menlo Fit offers 21 weekly classes of boot camp with experienced and trusted instructors who provide a variety of cardio interval training routines.

Menlo Mavericks (Swim and Water Polo): The Menlo Mavericks is a year round swim team, which aims to create a swimming community that is extremely positive about being in and around the water. We emphasize learning sound techniques through our committed and competent coaches in a pleasant and positive environment. With a team segmented into smaller

groups to meet the needs of swimmers of all ability levels, the Menlo Mavericks receive the best quality of coaching, instruction, and fun. In 2012, the team became an officially recognized USA Swimming program.

Open Swim: The pool is open to the community seven days per week. Lifeguards are on duty at all times during open swim. No registration required, just drop in.

Personal Training: Menlo Swim and Sport offers the expertise of our personal trainers for individual lessons. The personal trainers bring coaching talent and passion for swimming and sport so clients can benefit from one-on-one lessons no matter what their skill level.

The personal training program has expanded to include the following areas: Swim Pro, Swim School Select, Mavericks Performance Pro, Aqua Fit Pro, Water Polo Pro, Triathlon Pro, Fitness Pro, Tennis Pro, and Bike Pro.

Swim School: The Menlo Swim School is a year-round school that provides professional, goal-oriented swim lessons for all ages and levels, developing life-long competency and a life-long love of swimming.

Tennis
The Menlo Tennis Academy, providing lessons for children 7-14 years, has been steadily growing and is currently at capacity for our Level 2 Intermediate lessons. Our tennis program is now expanding to provide another level of lessons for advanced players. We look forward to starting bi-monthly weekend tournaments for Tennis Academy players and other players.

Triathlon Team: Team Sheeper is a full-service multi-sport organization providing coaching and training to athletes of all levels and ages.

Special Events and Accomplishments

BURGESS POOL

Mavericks Swim Team
Menlo Mavericks had a good year in 2015 as far as individual and team accomplishments. The team completed USA Swimming Club Recognition Level 1 program and is currently about to complete their Level 2. The team added five new swimmers to its Far Western Championship Team as well as 10 new athletes to its Junior Olympic Championship Team. Along with those accomplishments, the Mavericks also had an athlete and a coach represented in Hawaii for the Pacific All- Star team where they helped bring the championship trophy back to Pacific Swimming. In addition to our year round USA Swimming accomplishments, our Summer League team finished a solid 3rd for the second year in a row. Menlo Mavericks looks to better ourselves once again in 2016.

Camp Menlo
In 2015, Camp Menlo summer enrollment remained steady, while focusing on raising the quality of the camp experience for young people. Quality in our camps was consistently achieved by recruiting excellent counselor-leaders; setting clear program goals for the children's sport and social development; and conducting the camps in a safe, well-organized, fun environment. In

the past year, we solidified our committed to providing enjoyable school holiday camps, which meet the needs of working families, whose children are out of school for one to five days.

Can-Do Challenge
The Can-Do February Challenge has been a team tradition for nearly 20 years. The goal for each Menlo Masters member to swim 50,000 yards in the month or as much as 100,000 yards. The team tallies up the yardage each day and swimmers reaching these thresholds receive gifts from the team to honor their efforts. The real reward is that for every 2000 yards logged, we ask team members to bring in a can of food. The canned food then donated to a local food bank, along with a monetary donation from Menlo Masters based on the number of cans collected. Money and cans go to the Brown Bag Lunch Program through the Menlo Park Senior Center. We plan to participate in this program in 2016.

Family Giving Tree
This was the ninth consecutive year that Menlo Swim and Sport participated in Family Giving Tree's Holiday Wish Drive. Every year the employees and clients of Menlo Swim and Sport fulfill approximately 85 wishes for the children and donate several hundred dollars to the underserved community.

Kid's Triathlon
Saturday, July 11, 2015
Open to children age 5-14, provided a safe and fun environment for kids to compete in a triathlon with kids their same age. Approximately 350 children participated in the race.

Underwater Hockey

Menlo Swim and Sport partnered with Club Puck to begin offering USA Underwater Hockey at the Burgess Pool.

Risk Management
In 2015, we heightened the awareness of our guests to the four leading causes of pool emergencies (extended breath holding, inattentive parents, non-swimmers not wearing a life jacket, and diving into shallow water). We've also increased the training for our staff so they are vigilant and aware of the most likely emergency events. We have embarked on a campaign of proactive lifeguarding based upon the current best practices, and consulted with leading experts in this area. We also provide lifejackets to patrons.

One out of every 140,000 swim patrons is involved in a drowning incident. Because of this statistic, Menlo Swim and Sport's number one concern is safety. The first line of defense is public knowledge and communication. We address this via signage at our pools along with having well-trained and professionally certified lifeguards. We hand select the best lifeguard candidates through an extensive interview and evaluation process. We spend great care looking for the desired skills and behavioral characteristics. Once hired, lifeguards go through a two-hour one-on-one onsite facility training. The first shift is a shadow shift with a veteran lifeguard. They participate in mandatory in-service training and their skills are audited on a regular basis as discussed in the Lifeguard Training section above. Each guard undergoes an annual performance evaluation.

Charitable Giving
Donations of sports and aquatic program access to local schools and local non-profits to raise money through their auction by our donations. Some of the many schools and organizations include:

- San Mateo Co. Chronic Disease and Injury Prevention Unit
- Little Hands Pre-School
- Bing Pre-School
- Phillips Brooks School
- Nativity Catholic School
- Nueva School
- Orion Alternative School
- City of Menlo Park Downtown Fitness Extravaganza
- Menlo Park - Atherton Education Foundation
- Geo Kids
- North Star School
- San Carlos Educational Foundation
- Menlo Park Library Project Read
- City of Menlo Park Summer Concert Partnership

BELLE HAVEN POOL

Facebook Adult Swim Lessons
Offered lessons on a first come, first served basis, two days per week with the intent to develop new swimmers to populate the lap swim program at Belle Haven Pool.

Beechwood School Parent Swim Lessons
Offered fee for service lessons for adult parents of Beechwood students so that a swimming environment could be created within the household.

Big Hero 6 Movie Night
Friday, May 15, 2015
The showing of the movie Big Hero 6 was a success with approximately 75 children in attendance. It was a collaboration between the Menlo Swim and Sport and Belle Haven after school program. The children were able to swim and watch the movie with popcorn and hot chocolate.

Charitable Organizations

Beyond Barriers Athletic Foundation (BBAF)
Thanks to the continued support of BBAF, in 2015 Belle Haven Swim School was able to give a total of 2,242 swim lessons that included spring and summer lessons. Our water polo team has remained steady with 60 members that include a boys and girls 14 and under, 12 and under and a 10 and under co-ed group. BBAF was able to subsidize 1,662 individual water polo team workouts to kids from the Belle Haven community and East Palo Alto community which also traveled to Southern California to participate in the Junior Olympics.

In 2015, BBAF contributed more than $33,000 in sponsorship funds. They have committed to increase that amount to $40,000 in 2016.

Ravenswood Clinic
Though the Belle Haven Aqua Fit program was initially run at-cost, Ravenswood Clinic saw the program as an opportunity to provide athletic support to its lower income clientele. As part of an agreement with Menlo Swim and Sport, Ravenswood helped fund the cost of running the program. In return, Menlo Swim and Sport provided Ravenswood clients with free access to the Belle Haven Aqua Fit Program.

Conclusion

In summary, 2015 was a successful year for Menlo Swim and Sport and the Burgess and Belle Haven Pools. Our staff put forth great effort to improve the programs we offer to the community through our partnership with the City of Menlo Park.

As the facility approaches its 10th year of extremely high volume usage, we saw a need to completely overhaul mechanical and water treatment systems. We have installed two new heaters, Variable Frequency Drives (VFD's) on both circulation pumps, replaced the circulation pump impellers, and checked valves and funnel valves. We have replaced the sand in all of the pool filters. We installed almost all new underwater lighting fixtures.

In general terms, we had an increase in revenue in 2015; however, along with this came an increase in overhead costs. There was also an increase in repair and maintenance costs in pool operations. We saw strong demand for open swimming that we were unable to handle at certain times due to necessary lifeguard ratios. Staff will closely monitor this situation to ensure that we are able to better anticipate and respond to the needs of public with regard to open swimming.

We are pleased that our partnership with Facebook for operations at the Belle Haven Pool will continue.

The company goals for 2016 include:

- Increase summer workforce to meet the growing demand of recreational swimmers.
- Improve efficiency of moving people in and around the facility.
- Continue to increase customer satisfaction.

We hope to be on a similar path of continued improvement for 2016, and we look forward to providing high-quality service to the Menlo Park community in the coming year.

Menlo Swim & Sport
Pool Schedule:
January 2015

Non Summer Season: Mon., Sept. 29 – May, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Laps (4)	SS (2) / Laps (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Laps (1) / Aqua Fit (3)	SS (2) / Laps (4)	School (6)	School (6)
10-11	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	School (6)	School (6)
11-12	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	School (6)	School (6)
12-1	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (6)	School (4) / O (2)
1-2	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (4) / O (2)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
4-5	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (4) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
5-6	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (4) / M (3)		
6-7	School (4) / O (2)	School (4)	School (4) / M (3)	School (4) / O (2)	School (4) / O (2)		
6:45		2					
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

Please call 650·328·SWIM or visit www.menloswim.com for updates and announcements.

Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Mav (3) Laps (3) MM (5)	L (3) Polo (8)	Mav (3) Laps (3) MM (5)			
8-9:15							

Mark your Calendar:

☺ **Monday, January 219 – Martin Luther King Jr. Holiday: There will be <u>NO</u> Menlo Swim School swimming lessons or Menlo Mavericks practice.**

Please note

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.

Updated on December 30

Menlo Swim & Sport
Pool Schedule:
February 2015

Non Summer Season: Mon., Sept. 29 – May, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	TNT (6)	Aqua Fit (4) L (2)
9-10	SS (2) Laps (4)	SS (2) Laps (1) Aqua Fit (3)	SS (2) Laps (4)	SS (2) Laps (1) Aqua Fit (3)	SS (2) Laps (4)	School (6)	School (6)
10-11	SS (2) Laps (4)	SS (2) Laps (2) Aqua Fit (2)	SS (2) Laps (4)	SS (2) Laps (2) Aqua Fit (2)	SS (2) Laps (4)	School (6)	School (6)
11-12	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	School (6)	School (6)
12-1	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	School (6)	School (4) O (2)
1-2	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	School (4) O (2)	School (4) O (2)
2-3	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Laps (2) Open (4)	Laps (2) Open (4)
3-4	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Laps (2) Open (4)	Laps (2) Open (4)
4-5	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (4) M (3)	Laps (2) Open (4)	Laps (2) Open (4)
5-6	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (4) M (3)		
6-7	School (4) O (2)	School (4)	School (4) M (3)	School (4) O (2)	School (4) O (2)		
6:45		2					
7-8	Laps (3) Open (3)	Aqua Fit (4) O (2)	TNT (6)	Aqua Fit (4) O (2)			

Please call 650·328·SWIM or visit www.menloswim.com for updates and announcements.

Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Mav (3) Laps (3) MM (5)	L (3) Polo (8)	Mav (3) Laps (3) MM (5)			
8-9:15							

Mark your Calendar:

President's Day, Mon., Feb. 16th

CANCELLED due to the holiday:
- Menlo Swim School swimming lessons
- Masters 12 noon practice
- Beyond Studio Cycling workouts
- Menlo Tennis Academy practice

Holiday Schedule
- Masters 5:45am and 7am
- Lap Swim 6am – 8pm
- Menlo Fit Boot Camp 6:00am, 7:00am, 8:15am and 9:15am Arrillaga Family Gymnasium
- Aqua Fit 7:50am
- Service Center Office Hours 9am – 12pm
- Open Swim 10am – 8pm
- Mavericks practice 10am – 11:30am: Levels 4, 5 & 6 (Lanes #1-5 in the Performance Pool)
- SOLO Aquatics 4pm – 5:30pm (Lanes #1-8 in the Performance Pool)
- Mavericks practice 5:30pm – 6:30pm: Levels 1, 2 & 3 (Lanes #1-5 in the Performance Pool)

****Please note****
- **Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.**

Updated on February 1

Menlo Swim & Sport
Pool Schedule:
March 2015

Non Summer Season: Mon., Sept. 29 – May, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6) / O (2)	Laps (6) / O (2)	Laps (6) / O (2)	Laps (6) / O (2)	Laps (6) / O (2)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Laps (4)	SS (2) / Laps (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Laps (1) / Aqua Fit (3)	SS (2) / Laps (4)	School (6)	School (6)
10-11	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	School (6)	School (6)
11-12	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	School (6)	School (6)
12-1	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (6)	School (4) / O (2)
1-2	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (4) / O (2)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
4-5	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (4) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
5-6	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (4) / M (3)		
6-7	School (4) / O (2)	School (4) / 2	School (4) / M (3)	School (4) / O (2)	School (4) / O (2)		
6:45							
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

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Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Mav (3) Laps (3) MM (5)	L (3) Polo (8)	Mav (3) Laps (3) MM (5)			
8-9:15							

Mark your Calendar:

Saturday, March 7 – Starting at 2:00pm the Instructional Pool will be closed for the Air Dome deconstruction. Open Swim will be available in the Performance Pool.

Please note

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.

Updated on March 1

Menlo Swim & Sport
Pool Schedule:
April 2015

Non Summer Season: through May, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	TNT (6)	Aqua Fit (4) L (2)
9-10	SS (2) Laps (4)	SS (2) Laps (1) Aqua Fit (3)	SS (2) Laps (4)	SS (2) Laps (1) Aqua Fit (3)	SS (2) Laps (4)	School (6)	School (6)
10-11	SS (2) Laps (4)	SS (2) Laps (2) Aqua Fit (2)	SS (2) Laps (4)	SS (2) Laps (2) Aqua Fit (2)	SS (2) Laps (4)	School (6)	School (6)
11-12	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	School (6)	School (6)
12-1	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	School (6)	School (4) O (2)
1-2	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	School (4) O (2)	School (4) O (2)
2-3	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Laps (2) Open (4)	Laps (2) Open (4)
3-4	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Laps (2) Open (4)	Laps (2) Open (4)
4-5	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (4) M (3)	Laps (2) Open (4)	Laps (2) Open (4)
5-6	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (4) M (3)		
6-7	School (4) O (2)	School (4)	School (4) M (3)	School (4) O (2)	School (4) O (2)		
6:45		2					
7-8	Laps (3) Open (3)	Aqua Fit (4) O (2)	TNT (6)	Aqua Fit (4) O (2)			

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Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Mav (3) Laps (3) MM (5)	L (3) Polo (8)	Mav (3) Laps (3) MM (5)			
8-9:15							

Mark your Calendar:

☺**Sunday, April 5th – Menlo Swim and Sport will be CLOSED in observance of the Easter holiday.**

Please note

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.

Updated on April 1

Menlo Swim & Sport
Pool Schedule:
May 2015

Hours through Sunday, June 14, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	TNT (6)	Aqua Fit (4) L (2)
9-10	SS (2) Laps (4)	SS (2) Laps (1) Aqua Fit (3)	SS (2) Laps (4)	SS (2) Laps (1) Aqua Fit (3)	SS (2) Laps (4)	School (6)	School (6)
10-11	SS (2) Laps (4)	SS (2) Laps (2) Aqua Fit (2)	SS (2) Laps (4)	SS (2) Laps (2) Aqua Fit (2)	SS (2) Laps (4)	School (6)	School (6)
11-12	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	SS (2) Laps (4)	School (6)	School (6)
12-1	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	School (6)	School (4) O (2)
1-2	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	Laps (4) O (2)	School (4) O (2)	School (4) O (2)
2-3	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Laps (2) Open (4)	Laps (2) Open (4)
3-4	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Laps (2) Open (4)	Laps (2) Open (4)
4-5	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (4) M (3)	Laps (2) Open (4)	Laps (2) Open (4)
5-6	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (3) M (3)	School (4) M (3)	Laps (2) Open (4)	Laps (2) Open (4)
6-7	School (4) O (2)	School (4)	School (4) M (3)	School (4) O (2)	School (4) O (2)		
6:45		2					
7-8	Laps (3) Open (3)	Aqua Fit (4) O (2)	TNT (6)	Aqua Fit (4) O (2)			

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Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)	Laps (11)	Laps (11)
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Mav (3) Laps (3) MM (5)	L (3) Polo (8)	Mav (3) Laps (3) MM (5)			
8-9:15							

Mark your Calendar:

☺ Baby Pool opens **Saturday, May 16th**! Hours through Sunday, June 14th:

Monday – Friday 11:00am – 1:00pm

Saturday & Sunday 10:00am – 6:00pm

☺ Memorial Day, Monday, May 25: Menlo Swim School will be **closed** for the holiday. There will be no Menlo Swim School swimming lessons or Menlo Mavericks practice. Extended Open Swimming stars at 10:00am!

Please note

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.

Updated on April 30

Menlo Swim & Sport
Pool Schedule:
June 1 – June 14, 2015

Pre-Summer season: through Sunday, June 14th

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, Jr Grd. = Junior Guard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / CM (1) / L (1) / Aqua Fit (2)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / CM (1) / L (1) / Aqua Fit (2)	SS (2) / Camp Menlo (1) / Laps (3)	School (6)	School (6)
10-11	SS (2) / Camp Menlo (2) / Laps (2)	SS (2) / Camp Menlo (2) / Aqua Fit (2)	SS (2) / Camp Menlo (2) / Laps (2)	SS (2) / Camp Menlo (2) / Aqua Fit (2)	SS (2) / Camp Menlo (2) / Laps (2)	School (6)	School (4) / O (2)
11-12	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	School (6)	School (4) / O (2)
12-1	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	School (6)	School (4) / O (2)
1-2	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	School (6)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
4-5	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
5-6	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
6-7	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)		
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

Please call 650·328·SWIM or visit www.menloswim.com for updates and announcements.

Performance Pool - 80°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, Jr Grd. = Junior Guard, TRI = Menlo Swim and Sport Triathlon

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9)
9-10	Laps (9) CM Perf (2) Laps (7) Jr. Grd. (2)	Laps (9) CM Perf (2) Laps (7) Jr. Grd. (2)	Laps (9) CM Perf (2) Laps (7) Jr. Grd. (2)	Laps (9) CM Perf (2) Laps (7) Jr. Grd. (2)	Laps (9) CM Perf (2) Laps (7) Jr. Grd. (2)	TNT (11)	Polo (9) L (2)
10-11	Laps (7) Jr. Grd. (2) CM Perf (2)	Laps (7) Jr. Grd. (2) CM Perf (2)	Laps (7) Jr. Grd. (2) CM Perf (2)	Laps (7) Jr. Grd. (2) CM Perf (2)	Laps (7) Jr. Grd. (2) CM Perf (2)	Laps (5) Mavs (4) O (2)	Laps (11)
11-12	Laps (11) L (9) Jr.G. (2)	Laps (11) L (9) Jr.G. (2)	Laps (11) L (9) Jr.G. (2)	Laps (11) L (9) Jr.G. (2)	Laps (11) L (9) Jr.G. (2)	Laps (5) Mavs (4) O (2)	Laps (11)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (11)	Laps (11)
2-3	Laps (11) (7)	Laps (11) (7)	Laps (11)	Laps (11) (7)	Laps (11) (7)	Laps (11)	Laps (11)
3-4	Laps (7) Mavs (4)	Laps (7) Mavs (4)	Laps (11)	Laps (7) Mavs (4)	Laps (7) Mavs (4)	Laps (11)	Laps (11)
4-5	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)	Laps (11)	Laps (11)
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (3) TRI (4) Mavs (4)	Mavs (3) Laps (3) MM (5)	O 1 L 2 Polo (8)	Mavs (3) Laps (3) MM (5)			

Mark your Calendar:

Baby Pool hours through Sunday, June 14th:
Monday – Friday 11:00am – 1:00pm
Saturday & Sunday 10:00am – 6:00pm

Baby Pool hours Monday, June 15th through Sunday, August 30th:
Monday –Sunday 10:00am – 6:00pm

****Please note****

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
- We reserve the right to make any schedule alterations, including on warm days and holidays

Updated on June 2

Menlo Swim & Sport
Pool Schedule:
July 1 - 31, 2015

Summer season: June 15 – August 30, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, Jr Grd. = Junior Guard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / CM (1) / Aqua Fit (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / CM (1) / Aqua Fit (3)	SS (2) / Camp Menlo (1) / Laps (3)	School (6)	School (6)
10-11	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / CM (1) / L (1) / Aqua Fit (2)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / CM (1) / L (1) / Aqua Fit (2)	SS (2) / Camp Menlo (1) / Laps (3)	School (6)	School (4) / O (2)
11-12	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	SS (2) / Camp Menlo (1) / Laps (3)	School (6)	School (4) / O (2)
12-1	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	Laps (4) / Laps (2) (2) / O (2)	School (6)	School (4) / O (2)
1-2	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	Camp Menlo (2) / Jr Grd (2) / O (2)	School (6)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
4-5	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
5-6	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Open (5) / L (1)	Open (5) / L (1)
6-7	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)		
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)	Laps (3) / Open (3)		

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Performance Pool - 80°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, Jr Grd. = Junior Guard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9)
9-10	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	TNT (11)	Polo (9) L (2)
10-11	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (5) Mavs (4) O (2)	Laps (11)
11-12	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (5) Mavs (4) O (2)	Laps (11)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (11)	Laps (11)
2-3	Laps (11) (7)	Laps (11) (7)	Laps (11)	Laps (11) (7)	Laps (11) (7)	Laps (11)	Laps (11)
3-4	Laps (7) Mavs (4)	Laps (7) Mavs (4)	Laps (11)	Laps (7) Mavs (4)	Laps (7) Mavs (4)	Laps (11)	Laps (11)
4-5	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)	Laps (11)	Laps (11)
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) / Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (3) Tri (4) Mavs (4)	Mavs (3) Laps (3) MM (5)	O 1 L 2 Polo (8)	Mavs (3) Laps (3) MM (5)	Laps (11)		

Mark your Calendar:

Baby Pool

Monday –Sunday 10:00am – 6:00pm

☺ Menlo Mavericks Swim Meet: Tuesday, July 7: The Performance Pool will CLOSE and there will be no lap swimming starting at 3:30pm. Come watch a meet and cheer on your Menlo Mavericks!

☺ There will be no Menlo Swim School swimming lessons on Saturday, July 4th for the Fourth of July holiday. The Burgess Pool will close early at 5:00pm in observance of the holiday.

****Please note****

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
- We reserve the right to make any schedule alterations, including on warm days and holiday

Updated June 30

Menlo Swim & Sport
Pool Schedule:
August 1 - 16, 2015

(Camp Menlo ends on Aug. 14th)

Summer season: June 15 – August 30, 2015

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, Jr Grd. = Junior Guard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	Aqua Fit (4) L (2)	TNT (6)	Aqua Fit (4) L (2)
9-10	SS (2) Camp Menlo (1) Laps (3)	SS (2) CM (1) Aqua Fit (3)	SS (2) Camp Menlo (1) Laps (3)	SS (2) CM (1) Aqua Fit (3)	SS (2) Camp Menlo (1) Laps (3)	School (6)	School (6)
10-11	SS (2) Camp Menlo (1) Laps (3)	SS (2) CM (1) L (1) Aqua Fit (2)	SS (2) Camp Menlo (1) Laps (3)	SS (2) CM (1) L (1) Aqua Fit (2)	SS (2) Camp Menlo (1) Laps (3)	School (6)	School (4) O (2)
11-12	SS (2) Camp Menlo (1) Laps (3)	SS (2) Camp Menlo (1) Laps (3)	SS (2) Camp Menlo (1) Laps (3)	SS (2) Camp Menlo (1) Laps (3)	SS (2) Camp Menlo (1) Laps (3)	School (6)	School (4) O (2)
12-1	Laps (4) Laps (2) (2) O (2)	Laps (4) Laps (2) (2) O (2)	Laps (4) Laps (2) (2) O (2)	Laps (4) Laps (2) (2) O (2)	Laps (4) Laps (2) (2) O (2)	School (6)	School (4) O (2)
1-2	Camp Menlo (2) Jr Grd (2) O (2)	Camp Menlo (2) Jr Grd (2) O (2)	Camp Menlo (2) Jr Grd (2) O (2)	Camp Menlo (2) Jr Grd (2) O (2)	Camp Menlo (2) Jr Grd (2) O (2)	School (6)	School (4) O (2)
2-3	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Open (5) L (1)	Open (5) L (1)
3-4	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Open (5) L (1)	Open (5) L (1)
4-5	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Open (5) L (1)	Open (5) L (1)
5-6	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	Open (5) L (1)	Open (5) L (1)
6-7	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)	School (4) O (2)		
7-8	Laps (3) Open (3)	Aqua Fit (4) O (2)	TNT (6)	Aqua Fit (4) O (2)	Laps (3) Open (3)		

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Performance Pool - 80°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, Jr Grd. = Junior Guard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9)
9-10	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	Laps (11) / Laps (9) Jr. Grd. (2)	TNT (11)	Polo (9) L (2)
10-11	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (9) Jr. Grd. (2)	Laps (5) Mavs (4) O (2)	Laps (11)
11-12	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (11) / L (9) Jr.G. (2)	Laps (5) Mavs (4) O (2)	Laps (11)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (9) Jr.G. (2)	Laps (11)	Laps (11)
2-3	Laps (11) (7)	Laps (11) (7)	Laps (11)	Laps (11) (7)	Laps (11) (7)	Laps (11)	Laps (11)
3-4	Laps (7) Mavs (4)	Laps (7) Mavs (4)	Laps (11)	Laps (7) Mavs (4)	Laps (7) Mavs (4)	Laps (11)	Laps (11)
4-5	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	L (3) SOLO (4) Mavs (4)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)	Laps (11)	Laps (11)
6-7	L (3) Mavs (8)	L (3) Mavs (8)	L (3) Mavs (8) / Polo (8)	L (3) Mavs (8)	L (3) Mavs (8)		
7-8	Laps (3) Tri (4) Mavs (4)	Mavs (3) Laps (3) MM (5)	O 1 L 2 Polo (8)	Mavs (3) Laps (3) MM (5)	Laps (11)		

Mark your Calendar:
Baby Pool
Monday –Sunday 10:00am – 6:00pm

☺ Labor Day, Monday, Sept. 7: Menlo Swim School will be **closed** for the holiday. There will be no Menlo Swim School swimming lessons or Menlo Mavericks practice.
☺ Labor Day, Monday, Sept. 7: The Burgess Pools will **close @ 5pm!** Extended Open Swimming starts at 10am!

****Please note****
- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
- We reserve the right to make any schedule alterations, including on warm days and holiday

Updated July 31

Menlo Swim & Sport Pool Schedule:

September 2015

Post Summer Season: Mon., Aug. 31 – Sun., Sept. 27

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Laps (4)	SS (2) / Laps (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Laps (1) / Aqua Fit (3)	SS (2) / Laps (4)	School (6)	School (6)
10-11	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	School (6)	School (6)
11-12	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	School (6)	School (6)
12-1	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (6)	School (4) / O (2)
1-2	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (4) / O (2)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
4-5	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (4) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
5-6	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (4) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
6-7	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6:45	O (2)	O (2)		O (2)			
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

Please call 650·328·SWIM or visit www.menloswim.com for updates and announcements.

Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (11)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (11)	Masters (11)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (11)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)	Laps (11)	Laps (11)
6-7	Lap (3) Mavs (8)	Lap (3) Mavs (8)	Lap (3) Mavs (8) Polo (8)	Lap (3) Mavs (8)	Lap (3) Mavs (8)		
7-8	Laps (3) TRI (4) Mavs (4)	Lap (3) Mavs (4) MM (4)	Lap (3) Polo (8)	Lap (3) Mavs (4) MM (4)			
8-10		Underwater Hockey		Underwater Hockey			

Mark your Calendar:

Baby Pool
Monday – Friday 11:00am – 1:00pm
Saturday –Sunday 10:00am – 6:00pm

☺ Labor Day, Monday, Sept. 7: Menlo Swim School will be **closed** for the holiday.
There will be no Menlo Swim School swimming lessons or Menlo Mavericks practice.
☺ Labor Day, Monday, Sept. 7: The Burgess Pools will **close @ 5pm!** Extended Open Swimming starts at 10am!

****Please note****

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
- We reserve the right to make any schedule alterations, including on warm days and holiday **Updated Sept. 1**

Menlo Swim & Sport Pool Schedule:

October 2015

Non Summer Schedule: Mon., Sept. 28, 2015 – May, 2016

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, MBL = Members Only Lap Swim

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Members Only Lap Swim (6)	
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Lap (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Lap (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Lap (1) / Aqua Fit (3)	School (6)	School (6)
10-11	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	School (6)	School (6)
11-12	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	School (6)	School (6)
12-1	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (6)	School (4) / O (2)
1-2	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (4) / O (2)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
4-5	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
5-6	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6-7	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6:45	O (2)	O (2)		O (2)			
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

Please call 650·328·SWIM or visit www.menloswim.com for updates and announcements.

Performance Pool - 80°

L = Laps, O = Open Swim, SA = SOLO Aquatics, Mavs = Mavericks, TNT = Leukemia & Lymphoma Society, AF = Aqua Fit, MM = Menlo Masters, Jr. Grd = Junior Lifeguard, MBL = Members Only Lap Swim

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (9) MBL (2)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) MBL (2)	Masters (9) MBL (2)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (9) L (2)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	Lap (3) Mavs (8)	Lap (3) Mavs (8)	Lap (3) Mavs (8) Polo (8)	Lap (3) Mavs (8)	Lap (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Lap (3) Mavs (4) MM (4)	Lap (3) Polo (8)	Lap (3) Mavs (4) MM (4)			
8-10		Underwater Hockey	Underwater Hockey	Underwater Hockey			

Mark your Calendar:

☺The Baby Pool is now closed for the fall and winter seasons. The Baby Pool will re-open in May, 2016!

☺Halloween, Saturday, October 31: Menlo Swim School - Swimming lessons will be provided.

****Please note****

- Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
- We reserve the right to make any schedule alterations, including on warm days and holiday

Updated Sept. 24

Menlo Swim & Sport Pool Schedule:

November 2015

Non Summer Schedule: Mon., Sept. 28, 2015 – May, 2016

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, MBL = Members Only Lap Swim

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Members Only Lap Swim (6)	
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Lap (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Lap (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Lap (1) / Aqua Fit (3)	School (6)	School (6)
10-11	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	School (6)	School (6)
11-12	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	School (6)	School (6)
12-1	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (6)	School (4) / O (2)
1-2	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (4) / O (2)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
4-5	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
5-6	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6-7	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6:45	O (2)	O (2)		O (2)			
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

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Performance Pool - 80°

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	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	(11) Masters (9)	Masters (9) MBL (2)	
7-8	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) MBL (2)	Masters (9) MBL (2)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (9) L (2)	Polo (9) L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) Mavs (4) O (2)	Laps (9) O (2)
12-1	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Masters (9) L (2)	Laps (9) O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	L (3) SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	Lap (3) Mavs (8)	Lap (3) Mavs (8)	Lap (3) Mavs (8) Polo (8)	Lap (3) Mavs (8)	Lap (3) Mavs (8)		
7-8	Laps (7) Mavs (4)	Lap (3) Mavs (4) MM (4)	Lap (3) Polo (8)	Lap (3) Mavs (4) MM (4)			
8-10		Underwater Hockey	Underwater Hockey	Underwater Hockey			

Mark your Calendar:

•Thursday, November 26, 2015 – CLOSED for Thanksgiving

•Friday, November 27, 2015
6:00am – 2:00pm = The Burgess Pool will close EARLY

****Please note****

• Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
•We reserve the right to make any schedule alterations, including on warm days and holiday **Updated 11/01**

Menlo Swim & Sport Pool Schedule:

December 2015

Non Summer Schedule: Mon., Sept. 28, 2015 – May, 2016

Instructional Pool - 87°

L = Laps, O = Open Swim, AF = Aqua Fit, SS = Swim School , M = Mavericks, TNT = Leukemia & Lymphoma Society, CM = Camp Menlo, MBL = Members Only Lap Swim

	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)		
7-8	Laps (6)	Laps (6)	Laps (6)	Laps (6)	Laps (6)	TNT (6)	
8-9	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	Aqua Fit (4) / L (2)	TNT (6)	Aqua Fit (4) / L (2)
9-10	SS (2) / Lap (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Lap (1) / Aqua Fit (3)	SS (2) / Laps (4)	SS (2) / Lap (1) / Aqua Fit (3)	School (6)	School (6)
10-11	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	SS (2) / Laps (4)	SS (2) / Laps (2) / Aqua Fit (2)	School (6)	School (6)
11-12	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	SS (2) / Laps (4)	School (6)	School (6)
12-1	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (6)	School (4) / O (2)
1-2	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	Laps (4) / O (2)	School (4) / O (2)	School (4) / O (2)
2-3	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
3-4	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	School (4) / O (2)	Laps (2) / Open (4)	Laps (2) / Open (4)
4-5	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	Laps (2) / Open (4)	Laps (2) / Open (4)
5-6	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6-7	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)	School (3) / M (3)		
6:45	O (2)	O (2)		O (2)			
7-8	Laps (3) / Open (3)	Aqua Fit (4) / O (2)	TNT (6)	Aqua Fit (4) / O (2)			

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Performance Pool - 80°

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	MON	TUE	WED	THU	FRI	SAT	SUN
5-6							
6-7	Masters (11)*	Masters (11)*	Masters (11)*	Masters (11)*	Masters (11)*	Masters (9) / MBL (2)	
7-8	Masters (11)*	Masters (11)*	Masters (11)*	Masters (11)*	Masters (11)*	Masters (9) / MBL (2)	Masters (9) / MBL (2)
8-9	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Masters (9) / L (2)	Polo (9) / L (2)
9-10	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	TNT (11)	Polo (9) / L (2)
10-11	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) / Mavs (4) / O (2)	Laps (9) / O (2)
11-12	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (5) / Mavs (4) / O (2)	Laps (9) / O (2)
12-1	Masters (9) / L (2)	Masters (9) / L (2)	Masters (9) / L (2)	Masters (9) / L (2)	Masters (9) / L (2)	Laps (9) / O (2)	Laps (11)
1-2	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
2-3	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
3-4	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)	Laps (11)
4-5	L (3) / SOLO (8)	L (3) / SOLO (8)	L (3) / SOLO (8)	L (3) / SOLO (8)	L (3) / SOLO (8)	Laps (11)	Laps (11)
5-6	L (3)	L (3)	L (3)	L (3)	L (3)		
6-7	Lap (3) / Mavs (8)	Lap (3) / Mavs (8)	Lap (3) / Mavs (8) / Polo (8)	Lap (3) / Mavs (8)	Lap (3) / Mavs (8)		
7-8	Laps (7) / Mavs (4)	Lap (3) / Mavs (4) / MM (4)	Lap (3) / Polo (8)	Lap (3) / Mavs (4) / MM (4)			
8-10		Underwater Hockey	Underwater Hockey	Underwater Hockey			

Mark your Calendar:

•Thursday, December 24, 2015 Christmas Eve
6:00am – 2:00pm
Solo Aquatics 12:30pm - 2:00pm - Six lanes in the Performance Pool

•Friday, December 25, 2015 Christmas
CLOSED

•Saturday, December 26, 2015
6:00am – 2:00pm

•Sunday, December 27, 2015
7:00am – 2:00pm

•Thursday, December 31 New Year's Eve
6:00am –2:00pm
Solo Aquatics 12:30pm - 2:00pm = Six lanes in the Performance Pool

•Friday, January 1, 2016 New Year's Day
CLOSED

•Saturday, January 2, 2016
6:00am – 2:00pm

****Please note****

• Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students and other programs.
•We reserve the right to make any schedule alterations, including on warm days and holiday **Updated 12/01**

Lap Lane Availability

January 2015

Non Summer Season: Mon.. Sept. 29 – May, 2015

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 1:45	4	4	4	4	4	Ø	Ø
1:45 - 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2-3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

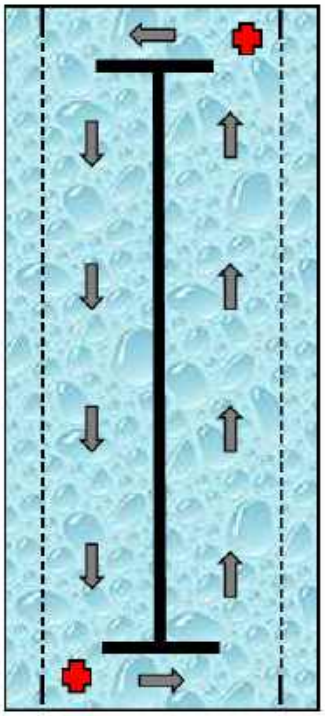
Changes to Lap Lane Availability:

☺ **Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students**

☺ **We reserve the right to make any schedule alterations, including warm days and holidays**

Please call 650 · 328 · SWIM or visit www.menloswim.com for updates and announcements.

Lap Pool Etiquette



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Sharing the Lane
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- Three swimmers or more should swim circling counterclockwise.

Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Mon. Sept. 29, 2014 – May, 2015

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	10:00am – 5:00pm
Sunday	9:00am – 5:00pm

Menlo Swim and Sport
(650) 328-SWIM • www.menloswim.com

Lap Swimming Pricing:

Menlo Park Resident
$46 per month
$132 per quarter
$6 per drop-in visit

Non-Resident
$52 per month
$147 per quarter
$7 per drop-in visit

Menlo Park Resident and Student/Senior
$5 per drop-in visit

Non-Resident and Student/Senior
$6 per drop-in visit

There is a 30% discount off of the membership rate for seniors who are 65 and older. To be eligible for the 30% student discount, you must be enrolled full time at an accredited high school, secondary, or vocational school.

Lap Lane Availability

February 201

Non Summer Season: Mon., Sept. 29 – May, 2015

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 1:45	4	4	4	4	4	Ø	Ø
1:45 - 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2-3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

☺ **Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students**

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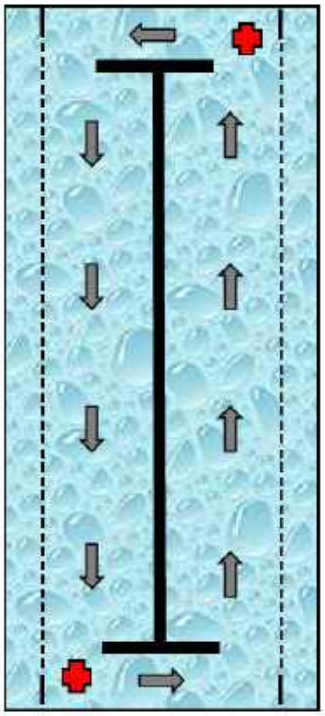
Lap Pool Etiquette



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- Three swimmers or more should swim circling counterclockwise.

Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Mon. Sept. 29, 2014 – May, 2015

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	10:00am – 5:00pm
Sunday	9:00am – 5:00pm

Menlo Swim and Sport
(650) 328-SWIM • www.menloswim.com

Lap Swimming Pricing:

Menlo Park Resident
$47 per month
$135 per quarter
$6 per drop-in visit

Non-Resident
$54 per month
$153 per quarter
$7 per drop-in visit

Menlo Park Resident and Student/Senior
$5 per drop-in visit

Non-Resident and Student/Senior
$6 per drop-in visit

There is a 25% discount off of the membership rate for seniors who are 65 and older. To be eligible for the 25% student discount, you must be enrolled full time at an accredited high school, secondary, or vocational school.

Lap Lane Availability March 2015

Non Summer Season: Mon., Sept. 29 – May, 2015

Instructional [redacted] 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 1:45	4	4	4	4	4	Ø	Ø
1:45 - 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2-3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Saturday, March 7 – Starting at 2:00pm the Instructional Pool will be closed for the Air Dome deconstruction. Open Swim will be available in the Performance Pool.

Changes to Lap Lane Availability:

☺ **Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students**

☺ **We reserve the right to make any schedule alterations, including warm days and holidays**

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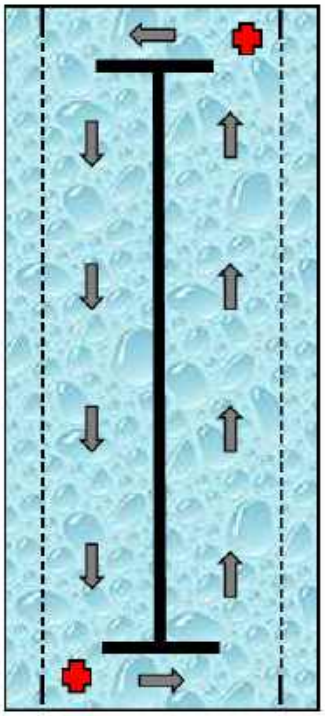
Lap Pool Etiquette



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Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Mon. Sept. 29, 2014 – May, 2015

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	10:00am – 5:00pm
Sunday	9:00am – 5:00pm

Menlo Swim and Sport
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Lap Swimming Pricing:

Menlo Park Resident
$47 per month
$135 per quarter
$6 per drop-in visit

Non-Resident
$54 per month
$153 per quarter
$7 per drop-in visit

Menlo Park Resident and Student/Senior
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$6 per drop-in visit

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Lap Lane Availability
April 2015

Non Summer Season: through May, 2015

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 1:45	4	4	4	4	4	Ø	Ø
1:45 - 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2-3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

☺ **Sunday, April 5th** Menlo Swim and Sport will be **CLOSED** in observance of the Easter holiday.

Changes to Lap Lane Availability:

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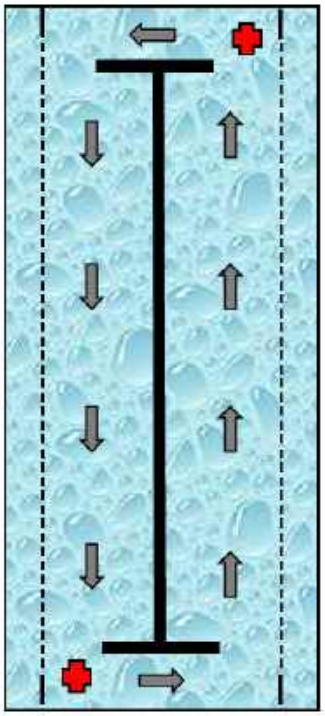
Lap Pool Etiquette



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- Always enter feet first and wait until all swimmers have made the turn and pushed off.

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- Squeeze into the corner to the right of oncoming swimmers.

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- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

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Lap Lane Availability

May 2015

Hours through Sunday, June 14

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 1:45	4	4	4	4	4	Ø	Ø
1:45 - 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2-3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	2	2
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	11	11
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

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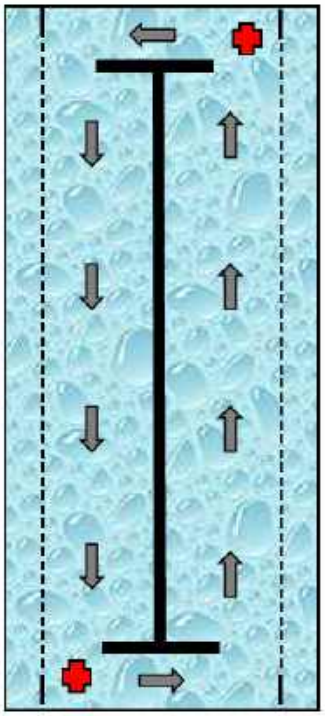

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Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Hours through Sunday, June 14

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	10:00am – 6:00pm
Sunday	9:00am – 6:00pm

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Lap Lane Availability

June 1-14, 2015

Hours through Sunday, June 14

SUMMER

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 1:45	4	4	4	4	4	Ø	Ø
1:45 - 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2-3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	2	2
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	11	11
6-7	3	3	3	3	3	-	-
7-8	3	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

☺ **Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students**

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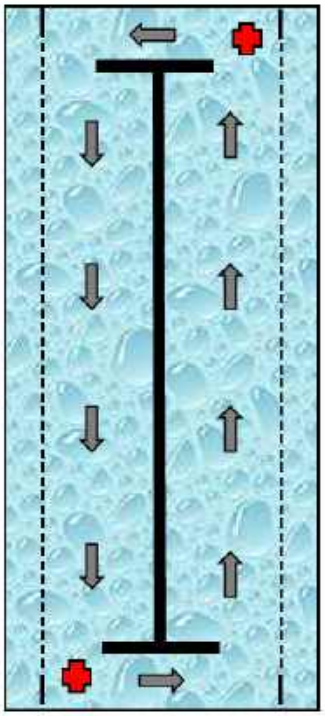
Lap Pool Etiquette



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- Three swimmers or more should swim circling counterclockwise.

Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Hours through Sunday, June 14

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	10:00am – 6:00pm
Sunday	8:00am – 6:00pm

Menlo Swim and Sport
(650) 328-SWIM • www.menloswim.com

Lap Swimming Pricing:

Menlo Park Resident
$47 per month
$135 per quarter
$6 per drop-in visit

Non-Resident
$54 per month
$153 per quarter
$7 per drop-in visit

Menlo Park Resident and Student/Senior
$5 per drop-in visit

Non-Resident and Student/Senior
$6 per drop-in visit

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Lap Lane Availability

July 1-31, 2015

Summer season: June 15 – August 30, 201

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	3	Ø	3	Ø	3	-	-
10 - 11	3	1	3	1	3	Ø	Ø
11 - 12	3	3	3	3	3	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
	2	2	2	2	2		
1 – 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2 - 3	Ø	Ø	Ø	Ø	Ø	1	1
3 - 4	Ø	Ø	Ø	Ø	Ø	1	1
4 - 5	Ø	Ø	Ø	Ø	Ø	1	1
5 - 6	Ø	Ø	Ø	Ø	Ø	1	1
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	3	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	-
9-10	11	11	11	11	11	-	2
	9	9	9	9	9		
10-11	9	9	9	9	9	5	11
11-12	11	11	11	11	11	5	11
	9	9	9	9	9		
12-1	2	2	2	2	2	9	11
1-2	9	9	9	9	9	11	11
2-3	11	11	11	11	11	11	11
	7	7		7	7		
3-4	7	7	11	7	7	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	11	11
6-7	3	3	3	3	3	-	-
7-8	3	3	2	3	11	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

☺Swim Meet: Tuesday, July 7: The Performance Pool will CLOSE and there will be no lap swimming starting at 3:30pm.
☺Saturday, July 4th for the Fourth of July holiday. The Burgess Pool will close early at 5:00pm in observance of the holiday.

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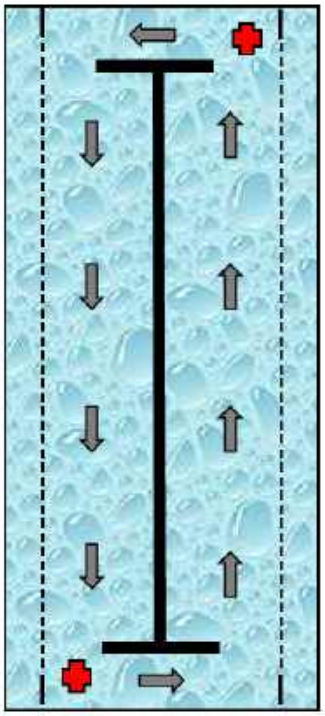
☺ **We reserve the right to make any schedule alterations, including warm days and holidays**

Please call 650 - 328 - SWIM or visit www.menloswim.com for updates and announcements.

Lap Pool Etiquette



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Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Summer season: June 15 – August 30, 2015

Monday – Friday	6:00am – 8:00pm
Saturday	10:00am – 6:00pm
Sunday	8:00am – 6:00pm

Menlo Swim and Sport
(650) 328-SWIM • www.menloswim.com

Lap Swimming Pricing:

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$47 per month
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Lap Lane Availability
August 1-16, 2015

Summer season: June 15 – August 30, 201

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	3	Ø	3	Ø	3	-	-
10 - 11	3	1	3	1	3	Ø	Ø
11 - 12	3	3	3	3	3	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
	2	2	2	2	2		
1 – 2	Ø	Ø	Ø	Ø	Ø	Ø	Ø
2 - 3	Ø	Ø	Ø	Ø	Ø	1	1
3 - 4	Ø	Ø	Ø	Ø	Ø	1	1
4 - 5	Ø	Ø	Ø	Ø	Ø	1	1
5 - 6	Ø	Ø	Ø	Ø	Ø	1	1
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	3	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	-
9-10	11	11	11	11	11	-	2
	9	9	9	9	9		
10-11	9	9	9	9	9	5	11
11-12	11	11	11	11	11	5	11
	9	9	9	9	9		
12-1	2	2	2	2	2	9	11
1-2	9	9	9	9	9	11	11
2-3	11	11	11	11	11	11	11
	7	7		7	7		
3-4	7	7	11	7	7	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	11	11
6-7	3	3	3	3	3	-	-
7-8	3	3	2	3	11	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

☺ Labor Day, Monday, Sept. 7: Menlo Swim School will be **closed** for the holiday. There will be no Menlo Swim School swimming lessons or Menlo Mavericks practice.

☺ Labor Day, Monday, Sept. 7: The Burgess Pools will **close @ 5pm!** Extended Open Swimming starts at 10am!

☺ **Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students**

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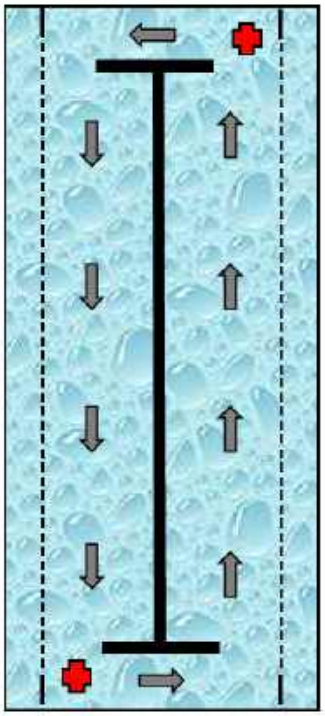
Lap Pool Etiquette



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Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Summer season: June 15 – August 30, 2015

Monday – Friday	6:00am – 8:00pm
Saturday	10:00am – 6:00pm
Sunday	8:00am – 6:00pm

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Lap Swimming Pricing:

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$47 per month
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Lap Lane Availability

September 1 - 30, 201

Post Summer season: Mon. Aug. 31 – Sun. Sept.27, 2015

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:50	6	6	6	6	6	-	-
7:50	2	2	2	2	2		
8 - 9	2	2	2	2	2	-	2
9 - 10	4	1	4	1	4	-	-
10 - 11	4	2	4	2	4	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 2	4	4	4	4	4	Ø	Ø
	Ø	Ø	Ø	Ø	Ø		
2 - 3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	2	2
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	3	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						-	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	-	-
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	11	11
6-7	3	3	3	3	3	-	-
7-8	3	3	2	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

☺ Labor Day, Monday, Sept. 7: Menlo Swim School will be **closed** for the holiday. There will be no Menlo Swim School swimming lessons or Menlo Mavericks practice.

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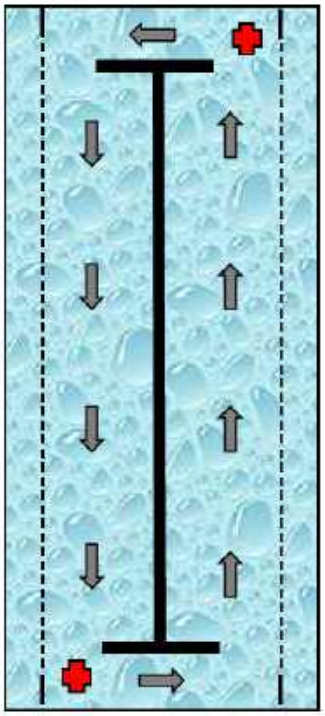
Lap Pool Etiquette



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Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Post Summer season: Mon. Aug. 31 – Sun. Sept.27, 2015

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
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Sunday	8:00am – 6:00pm

Menlo Swim and Sport
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Lap Swimming Pricing:

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Lap Lane Availabilit

October 1 - 31, 2015

Non Summer season: Mon. Sept. 28, 2015 – May, 201

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	6 Members Only	-
7-7:30	6	6	6	6	6	6 Members Only	-
7:50	2	2	2	2	2	-	
8 - 9	2	2	2	2	2	-	2
9 - 10	1	4	1	4	1	-	-
10 - 11	2	4	2	4	2	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 2	4 Ø	4 Ø	4 Ø	4 Ø	4 Ø	Ø	Ø
2 - 3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						6 Members Only	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	6 Members Only -	6 Members Only 2
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

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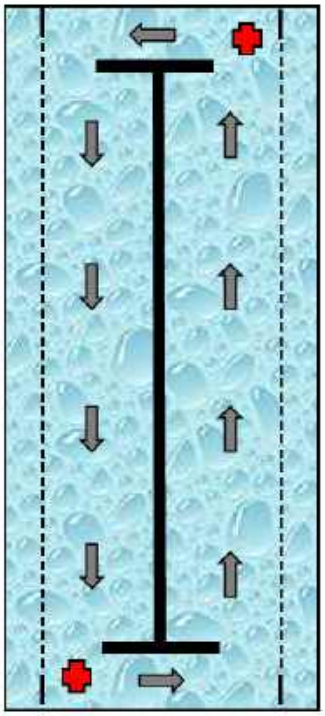

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Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Non Summer Season Hours:

Non Summer season: Mon. Sept.28, 2015 – May, 2016

Lap Swimming:

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	7:30am – 9:00am 10:00am – 5:00pm
Sunday	7:30am – 5:00pm

Members Only Lap Swimming:

Saturday	6:00am – 7:30am
Sunday	7:00am – 7:30am

Menlo Swim and Sport
(650) 328-SWIM Front Desk
(650) 330-2232 Service Center
www.menloswim.com

Lap Swimming Pricing:

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Lap Lane Availability
November, 2015

Non Summer season: Mon. Sept. 28, 2015 – May, 201

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	6 Members Only	-
7-7:30	6	6	6	6	6	6 Members Only	-
7:50	2	2	2	2	2	-	
8 - 9	2	2	2	2	2	-	2
9 - 10	1	4	1	4	1	-	-
10 - 11	2	4	2	4	2	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 2	4	4	4	4	4	Ø	Ø
	Ø	Ø	Ø	Ø	Ø		
2 - 3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						6 Members Only	-
6:45-7	2	2	2	2	2		
7-8	2	2	2	2	2	6 Members Only	6 Members Only
						-	2
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

- Thursday, November 26, 2015 – CLOSED for Thanksgiving
- Friday, November 27, 2015 - Early Closure: 6:00am – 2:00pm

Solo Aquatics 12:30pm - 2:00pm = Eight lanes in the Performance Pool

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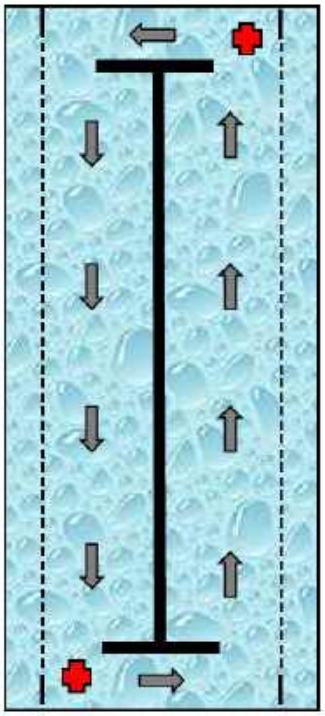
Lap Pool Etiquette



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- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Non Summer Season Hours:

Non Summer season: Mon. Sept.28, 2015 – May, 2016

Lap Swimming:

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	7:30am – 9:00am 10:00am – 5:00pm
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Non-Resident and Student/Senior
$6 per drop-in visit

There is a 25% discount off of the membership rate for seniors who are 65 and older. To be eligible for the 25% student discount, you must be enrolled full time at an accredited high school, secondary, or vocational school.

Lap Lane Availability
December, 2015

Non Summer season: Mon. Sept. 28, 2015 – May, 201

Instructional Pool 87° 25 Yards (6 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6 - 7	6	6	6	6	6	-	-
7-7:30	6	6	6	6	6	-	-
7:50	2	2	2	2	2	-	
8 - 9	2	2	2	2	2	-	2
9 - 10	1	4	1	4	1	-	-
10 - 11	2	4	2	4	2	Ø	Ø
11 - 12	4	4	4	4	4	Ø	Ø
12-1	4	4	4	4	4	Ø	Ø
1 – 2	4 Ø	4 Ø	4 Ø	4 Ø	4 Ø	Ø	Ø
2 - 3	Ø	Ø	Ø	Ø	Ø	2	2
3 - 4	Ø	Ø	Ø	Ø	Ø	2	2
4 - 5	Ø	Ø	Ø	Ø	Ø	2	2
5 - 6	Ø	Ø	Ø	Ø	Ø	-	-
6 - 7	Ø	Ø	Ø	Ø	Ø	-	-
7 - 8	3	Ø	Ø	Ø	Ø	-	-

Performance Pool 80° 25 Yards (11 Lanes)

	MON	TUE	WED	THU	FRI	SAT	SUN
6-6:45						6 Members Only	-
6:45-7	Ø	Ø	Ø	Ø	Ø		
7-8	Ø	Ø	Ø	Ø	Ø	6 Members Only -	6 Members Only 2
8-9	11	11	11	11	11	-	2
9-10	11	11	11	11	11	-	2
10-11	11	11	11	11	11	5	9
11-12	11	11	11	11	11	5	9
12-1	2	2	2	2	2	9	11
1-2	11	11	11	11	11	11	11
2-3	11	11	11	11	11	11	11
3-4	11	11	11	11	11	11	11
4-5	3	3	3	3	3	11	11
5-6	3	3	3	3	3	-	-
6-7	3	3	3	3	3	-	-
7-8	7	3	3	3	-	-	-

Short Course: 25 Yards (70 lengths of the pool = 1 mile)

Changes to Lap Lane Availability:

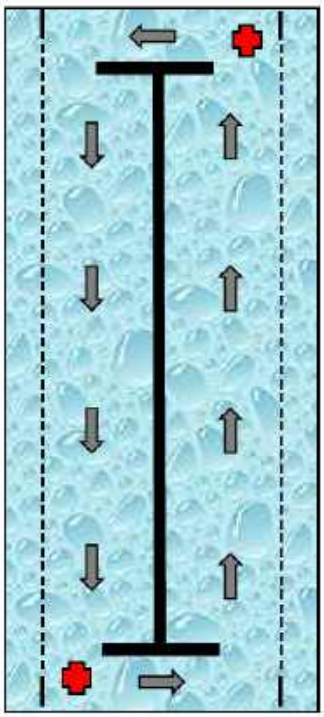
- Thursday, December 24, 2015 Christmas Eve 6:00am – 2:00pm
  Solo Aquatics 12:30pm - 2:00pm = Six lanes in the Performance Pool
- Friday, December 25, 2015 Christmas = CLOSED
- Saturday, December 26, 2015 6:00am – 2:00pm
- Sunday, December 27, 2015 7:00am – 2:00pm
- Thursday, December 31 New Year's Eve 6:00am –2:00pm
  Solo Aquatics 12:30pm - 2:00pm = Six lanes in the Performance Pool
- Friday, January 1, 2016 New Year's Day = CLOSED
- Saturday, January 2, 2016 6:00am – 2:00pm

☺ Lap Swimmers may be affected by having lap lanes reserved for our Swim Pro students

☺ We reserve the right to make any schedule alterations, including warm days and holidays

Please call 650- 328- SWIM or visit www.menloswim.com for updates and announcements.

Lap Pool Etiquette



Circle Swim Diagram
When sharing a lane with others, keep to your right and swim in a circular pattern as shown above.

Sharing the Lane
- Two swimmers should split the lane, each one swimming on one side.
- Three swimmers or more should swim circling counterclockwise.

Capacity
- Five swimmers per lane.

Passing
- Pass on the left.
- Alert the person in front of you by tapping their foot before passing.

Entering
- Always enter feet first and wait until all swimmers have made the turn and pushed off.

Stopping/Resting
- Squeeze into the corner to the right of oncoming swimmers.

Speed
- Attempt to enter a lane with swimmers that match your projected speed, so all swimmers can flow and have a positive experience.

Non Summer Season Hours:

Non Summer season: Mon. Sept.28, 2015 – May, 2016

Lap Swimming:

Monday – Thursday	6:00am – 8:00pm
Friday	6:00am – 7:00pm
Saturday	7:30am – 9:00am 10:00am – 5:00pm
Sunday	7:30am – 5:00pm

Members Only Lap Swimming:

Saturday	6:00am – 7:30am
Sunday	7:00am – 7:30am

Menlo Swim and Sport
(650) 328-SWIM Front Desk
(650) 330-2232 Service Center
www.menloswim.com

Lap Swimming Pricing:

Menlo Park Resident
$47 per month
$135 per quarter
$6 per drop-in visit

Non-Resident
$54 per month
$153 per quarter
$7 per drop-in visit

Menlo Park Resident and Student/Senior
$5 per drop-in visit

Non-Resident and Student/Senior
$6 per drop-in visit

There is a 25% discount off of the membership rate for seniors who are 65 and older. To be eligible for the 25% student discount, you must be enrolled full time at an accredited high school, secondary, or vocational school.

SECOND AMENDMENT TO LEASE AGREEMENT
("Burgess Pool," 501 Laurel Street, Menlo Park, CA &
"Belle Haven Pool," 100 Terminal Avenue, Menlo Park, CA)

This Second Amendment to Lease Agreement is made by and between the CITY OF MENLO PARK, a municipal corporation, ("CITY"), and TEAM SHEEPER INC., a California corporation, ("PROVIDER"), with respect to that certain Lease Agreement dated March 15, 2011, (the "Lease") regarding both the "Burgess Pool" located at 501 Laurel Street, Menlo Park, California, and the "Belle Haven Pool" located at 100 Terminal Avenue, Menlo Park, California, (the "Premises"), effective as of the last date appearing adjacent to the signatures of the parties hereto.

RECITALS

WHEREAS, the CITY and TEAM SHEEPER, L.L.C., a California limited liability company, entered into the Lease; and

WHEREAS, in 2011, TEAM SHEEPER, L.L.C., a California limited liability company; converted to a California corporation by the name of TEAM SHEEPER INC; and

WHEREAS, the CITY and PROVIDER entered into an Amendment to Lease Agreement to extend the term of the Lease until September 30, 2017; and

WHEREAS, the CITY and PROVIDER desire to further extend the term and make other modifications to the Lease.

NOW, THEREFORE, for good and valuable consideration the parties agree to amend the Lease as follows:

1. The term of the Lease, identified in Section 2, shall be extended and shall terminate on January 31, 2018.

2. PROVIDER will no longer be required to remit to the CITY the Rent or Additional Rent defined in Section 3 of the Lease for the remainder of the term. Notwithstanding, PROVIDER will continue to be responsible for and pay for the costs associated with the maintenance performed by PROVIDER or PROVIDER's staff as identified in Section 14 as necessary to keep the Premises in an orderly, clean and professional condition at all times, including but not limited to testing and adjusting chemicals in the pool.

3. The CITY will pay for the cost of the chemicals needed to maintain the Premises.

4. Except as modified herein, all of the remaining terms and provisions of the Lease shall remain in full force and effect.

***** signatures on next page*****

DATED: _____,2017

CITY OF MENLO PARK, a municipal corporation

By: _____
City Manager

Attest:

_____
City Clerk

DATED: _____,2017

TEAM SHEEPER INC, a California corporation

By: _____
Tim Sheeper,
Chief Executive Officer

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-226-CC**

Consent Calendar: **Authorize the City Manager to enter into a contract with Knorr Systems for replacement of heaters and chemical controllers at the Burgess Pool and appropriate additional funding for the Annual Aquatic Center Maintenance project**

Recommendation

Staff recommends that the City Council authorize the City Manager to enter into a contract with Knorr Systems in an amount not to exceed $160,000 for replacement of heaters and chemical controllers at the Burgess Pool (including contingency) and appropriate an additional $60,000 from unassigned General Fund fund balance to the Council Approved Aquatic Center Annual Maintenance project in order to complete this project.

Policy Issues

Maintaining city infrastructure, such as the Burgess and Belle Haven Pools, is a City priority. The Burgess Pool cannot operate without working heaters and chemical controllers and pool closures cost the City and the Pool operator valuable revenue while inconveniencing pool users.

Background

The Burgess Pool was extensively renovated in 2006 using Measure T bonds, including addition of a 25 meter x 25 yard lap pool, 25 yard x 50 foot instructional pool, a wading pool with a mushroom splash feature, locker rooms, showers, a central lobby, support offices and concrete pool decks. At almost 12 years old, pool infrastructure has reached the age where major systems begin to fail and require replacement and major repair. The "performance" or lap pool heater was replaced in 2015 and heat exchangers in the "instructional" or warm pool have been replaced regularly over the past few years, but will continue to fail without a new heater. The current heater will not function at all once the existing heat exchanger fails and further repairs are not possible with the aged system.

The current warm pool heater, with an average lifespan of 5 years, was installed in 2006. The chemical controllers were also installed in 2006 and regularly require maintenance. These controllers and their parts are no longer manufactured and can no longer be supported by maintenance staff. They could potentially fail at any time and if they do, replacement will require at least a three week closure. The replacements are anticipated to last 10 - 15 years.

Analysis

The scope of work to be performed by Knorr Systems includes replacing three mechanical room controllers and supporting electronic infrastructure as well as operator and City staff training in the new system. The project also includes installation of a new Lochinvar Aquas heater, disposal of old equipment, start up and

testing and warrantees. Knorr Systems is the area's only certified installer for the Lochinvar heaters and use of alternate vendors would void warranties. Additionally, Knorr has provided warrantied work on other pool systems for the City which may be negatively impacted by vendors unfamiliar with our products and their requirements.

Impact on City Resources

The Council-approved Capital Improvement Plan includes $100,000 for annual aquatic center maintenance for the current fiscal year. A complete pool audit conducted in June 2016 indicates an annual need of approximately $400,000 to maintain aging pool systems. The first year of the annual maintenance project was originally budgeted at just $100,000 in order to align the overall CIP costs within the anticipated City budget. An additional allocation of $60,000 will provide sufficient funding to cover the current scope of work with Knorr Systems and contingencies.

Environmental Review

Pool repairs are not a project under CEQA.

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. Knorr Systems Bid

Report prepared by:
Derek Schweigart, Community Services Assistant Director

KNORR SYSTEMS, INC.

A PLAYCORE Company

EQUIPMENT QUOTATION

Date: August 24,2017

To: Derek Schweigart
CITY OF MENLO PARK

From: Jose Arevalo

Project: City of Menlo Park Heating and Chemical Controllers Systems

SECTION	QTY	DESCRIPTION	PRICE EACH	EXTENDED TOTAL
Instructional Pool Heater	1	Lochinvar AQUAS model 1002 natural gas indirect swimming pool heating system, includes a skid-mounted 966,585 Btu boiler package with Smart System touch screen controls, 2 MBTU titanium heat exchanger, CPVC pool water connections and two (2) primary boiler water circulating pumps. Entire system is factory tested and certified ASME constructed. Includes factory commissioning and operator training	48,988.80	48,988.80
Controllers	3	BECSys7 Mechanical room controllers with pH, ORP/HRR and temperature sensors, LED lighted flowcell, flowswitch, 1 GBit Ethernet communication modules with EZConnect, 4-20mA output boards with power loop inputs, surge suppressors and filter backwash control. Incudes factory commissioning and operator training	10,150.00	30,450.00
Discount	1	Discount per Jose Arevalo	0.00	(2,493.00)

SECTION	QTY	DESCRIPTION	PRICE EACH	EXTENDED TOTAL
Installation Labor	1	Labor to remove and dispose of the existing heater, install the new AQUAS heating system, start the unit up and test for proper operation. Labor to remove and dispose of the existing water chemistry controllers, mount the new BECSys7's, connect electrical and water, start the units up and test for proper operation	29,792.00	29,792.00
Installation Materials	1	Installation Materials needed to install AQUAS heater and (3) BECSys 7 Chemical Controllers	16,350.00	16,350.00
			Preliminary Subtotal	123,087.80
			Sales Tax (8.75%)	$8,600.88
			Estimated Freight	$1,178.86
			Total	**$132,867.54**

Terms and Conditions

Payment: Net 30 days after date of invoice, subject to approval of credit
Quoted equipment will not be subject to project retention and invoices must be paid in full

Interest: 18% APR is charged on all past due invoices

Returns: Returns MUST be pre-approved, shipped prepaid and accompany written return authorization

Restock: A MINIMUM 20% restock fee applies to all returns; % is based on actual manufacturer restock fee

Freight: F.O.B. ship point, refer to estimated freight costs above

Sales Tax: Subject to sales tax rate as noted above

Notes: Pricing is valid until October 31, 2017
Verification of equipment items & quantities is the sole responsibility of the customer
A deposit may be required by some manufacturers for custom orders
Pricing excludes Health Department plan check fees, Payment / Performance / Bid Bond fees and Insurance Certificates.
All labor rated quoted meets current California DIR and Prevailing Wage requirements.

Commissioning: Mechanical equipment commissioning is provided at no charge by KSI's Service Department
On-site equipment commissioning is determined by size/type equipment provided.

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-220-CC**

Consent Calendar: **Authorize the Mayor to finalize and submit a comment letter on the Dumbarton Transportation Corridor Study**

Recommendation

Staff recommends the City Council authorize the Mayor to finalize and submit a comment letter (Attachment A) on the Dumbarton Transportation Corridor Study.

Policy Issues

As part of the City Council Work Plan for 2017 (Item No. 46) preparing for the Transportation Master Plan, the City has been engaged with SamTrans as part of the ongoing Dumbarton Transportation Corridor Study. The Circulation Element of the General Plan includes policies that support and encourage the use of public transit and revitalizing the Dumbarton Corridor.

Background

The revitalization of the Dumbarton Corridor for transportation purposes has long been envisioned by peninsula communities and regional commuters. In 1994, SamTrans purchased the Dumbarton Rail right-of-way and the bridge crossing the San Francisco Bay between Redwood City and Newark. In the late 1990s and early 2000s, planning-level studies of activating rail service along the existing right-of-way were initiated, and station locations were identified by local communities including the City of Menlo Park. The San Mateo County Transportation Authority (SMCTA) identified funding to support this ongoing work in the 2004 renewal of Measure A, a half-cent sales tax measure for transportation improvements within the County. In 2004, voters passed Regional Measure 2 (RM2), a $1 bridge toll measure for seven state-owned bridges in the Bay Area, which identified projects that reduce congestion or improved travel in the bridge corridors. The Dumbarton Corridor was identified as a potential project to receive funding. With the RM2 funding, SMCTA initiated project feasibility, planning and environmental review. However, in 2012, while the SMCTA completed the administrative draft environmental impact statement/environmental impact report (EIS/EIR), the funding plan was deficient and SMCTA and the Federal Transit Authority decided not to pursue public review or certification of the EIS/EIR and placed the project on indefinite hold.

Following this action, in 2013, the Metropolitan Transportation Commission voted to repurpose the remaining RM2 funds to the BART extension from Fremont to San Jose. Very limited funding remains in RM2 for improvements to the Dumbarton Corridor. However, traffic congestion and regional transportation needs in the Corridor have continued to grow, with directional commuter traffic between the Dumbarton, US 101, and mid-Peninsula cities creating significant quality of life issues in several Menlo Park neighborhoods, particularly Belle Haven, the Willows, and Suburban Park, Flood Triangle and Lorelei Manor.

In 2015, Facebook, Inc. provided funding to SamTrans for the Dumbarton Transportation Corridor Study (Study), a feasibility study of transportation improvement options on the Dumbarton Highway Bridge and its

approaches as well as improvements to the Dumbarton Rail Bridge to the south. SamTrans published the draft report on August 14, 2017. A copy of the study is available on the SamTrans website at the following link (http://www.samtrans.com/Planning/Planning_and_Research/DumbartonTransportationCorridorStudy.html). On August 22, 2017, SamTrans presented the study to the Council.

On September 12, 2017, staff provided the Council an informational update from SamTrans on the Study, which summarized the efforts to prepare the draft Study, its recommendations, and anticipated City comments on the draft Study. The following section expands on the prior staff report, and includes a more detailed description of anticipated City comments.

Analysis

The Study identifies potential improvements to both the Highway and Railroad bridges, based on the following needs:

- Worsening roadway congestion
- Worsening jobs-housing imbalance
- Lack of regional transit connectivity
- Increasing threats to economic growth
- Increasing safety concerns

Improvement alternatives were identified through a two-step process: development of a comprehensive list of potential modifications to the Highway bridge, Railroad bridge, both bridge approaches, and other transbay crossing options that would not require either bridge, such as ferry or gondola service. These improvements were then screened against the following four goals of the Study:

- Enhance mobility for local and regional travelers
- Cost-effective improvements with return on investment
- Manage and minimize environmental impacts and financial risk, and maximize safety
- Ensure local communities are protected from adverse impacts

The improvements that screened the highest against these goals were carried forward for additional review and evaluation. Ten alternatives for bus and rail improvements were assembled from these improvements for further modeling purposes and analysis, as described in Chapter 7 of the Study:

1. No Build (2020)
2. Short-Term Enhanced Bus on Highway Bridge (2020)
3. No Build (2030)
4. Long-Term Enhanced Bus on Highway Bridge with Reversible Express Lanes (2030)
5. Long-Term Enhanced Bus on Highway Bridge with One Express Lane in Each Direction (2030)
6. Busway on Rail Bridge (2030)
7. Rail Shuttle on Rail Bridge (2030)
8. Rail Commuter Single-Track on Rail Bridge (2030)
9. Rail Commuter Double-Track on Rail Bridge (2030)
10. Combination Bus and Rail (2030)

Further, the Study described a potential multi-use pathway along the peninsula rail right-of-way that could be coupled with any of the alternatives above where the physical space constraints of the corridor would allow.

Summary of SamTrans' Draft Recommendations

The improvement alternatives and goals of the Study were developed with community input through a series of meetings in 2016 and 2017. The draft recommendations were presented at a series of community workshops, including those in the City of East Palo Alto on August 15, 2017, a presentation to the City of Menlo Park Council on August 22, 2017, and scheduled future community workshop at the Menlo Park Senior Center on Monday, September 25, 2017 at 6:30 pm. The draft recommendations of the Study include a phased approach to improvements over an approximately 20 year timeframe, and are summarized below.

- Short-term (2020) improvements to enhance bus service and Highway bridge approach improvements, including new bus routes serving Menlo Park and Redwood City in addition to those currently serving Palo Alto
- Mid-term improvements (2025):
  - Express lanes on the Highway bridge and arterial approaches
  - Modifications to toll payment collection methods (all-electronic tolling)
  - Implementing bus-only lanes on Bayfront Expressway and Willow Road
  - Constructing grade separations at Willow Road and University Avenue intersections with Bayfront Expressway
  - US 101/Marsh Road express lane direct connector
  - Expanded park-and-ride facilities at Ardenwood in Newark
  - Adding a direct connector (ramps) between the Dumbarton Rail right-of-way and US 101 for buses to speed the connection to 101 Express lanes
  - Implementing Rail Shuttle service between Redwood City and Newark
- Long-term improvements (2030+):
  - Increasing frequency of bus service
  - Extending Rail Shuttle service from Newark to Union City

Draft City Comments

Staff has prepared a draft comment letter (Attachment A). The draft letter was prepared with consideration of the City's transportation and planning context from the recently adopted ConnectMenlo General Plan, as well as Council comments at SamTrans presentations on the Study in April 2017 and August 2017, as well as input at the SamTrans-hosted meetings and local advocacy group-hosted workshops on the Study. Staff provided an informational update to the Council with key areas identified in the comment letter on September 12, 2017.

However, opportunities for outreach and feedback continue to be hosted through the next week and the end of the public comment period. In particular, SamTrans is hosting a community workshop for input on the Study on Monday, September 25, 2017 at the Menlo Park Senior Center Ballroom at 6:30 pm. Since this meeting occurs following the release of this staff report and draft comment letter, staff will provide an update at the Council meeting on any new community input heard at the workshop and recommend applicable changes to the draft letter, if any, in response to the feedback provided at the workshop. For this reason, staff recommends the City Council authorize the Mayor to work with staff to finalize the letter prior to submitting it to SamTrans by the end of September.

Impact on City Resources

The staff time and budget associated with the review and coordination for this Study was budgeted in the City's 2015-16 Capital Improvement Program. No additional funds or resources are requested at this time. However, implementation of improvements identified in the Study will likely require future commitments of regional and local resources.

Environmental Review

The preparation of a comment letter is not a project under the California Environmental Quality Act (CEQA).

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. Draft comment letter on the Dumbarton Transportation Corridor Study

Report prepared by:
Nicole H. Nagaya, Assistant Public Works Director

Reviewed by:
Justin Murphy, Public Works Director

City Council

CITY OF MENLO PARK

September 26, 2017

Ms. Melissa Reggiardo
San Mateo County Transit District
P.O. Box 3006
1250 San Carlos Avenue
San Carlos CA 94070

RE: Dumbarton Transportation Corridor Study Comments

Dear Ms. Reggiardo,

Please find attached the City of Menlo Park's comments on Dumbarton Transportation Corridor Study.

The City appreciates the opportunity to comment on the Study and looks forward to SamTrans' continued leadership regarding the importance of this Corridor for transportation purposes in the mid-peninsula. Ongoing traffic congestion and limited mobility options for residents and commuters along routes approaching the Dumbarton Bridge impacts quality of life for all users of these roadways. In particular, the area bounded by Willow Road, Bay Road, and Marsh Road including the Belle Haven, Willows, Lorelei Manor, Flood Triangle, and Suburban Park neighborhoods of Menlo Park, are most directly impacted by congestion on Willow Road and Bayfront Expressway.

Therefore, the City's comments on the attached pages focus on strategies that can improve both access to these neighborhoods, improve quality of life, and reduce regional through traffic using Willow Road and University Avenue. The City looks forward to these issues being addressed in the Final Study.

Sincerely,

Kirsten Keith, Mayor

1. The City is strongly supportive of the addition of a multi-use pathway along the peninsula right-of-way. Through the City's ConnectMenlo Circulation Element Update, a multi-use pathway was identified as desirable through a series of many community meetings and thousands of hours of input by residents. Such a pathway would provide a critical connection for commute and recreational trips, especially for the Belle Haven neighborhood of the City and would allow improved access to services. The City requests that SamTrans explore opportunities to:
    a. Reduce the required widths to operate rail and bus service in order to provide space needed for the pathway.
    b. Provide off-peak access to the bus lanes to allow bicycle and pedestrian use.
    c. Allow bus lanes to be shared with bicycles and provide a separated pedestrian pathway.
    d. Consider one-way bus lanes in the peak direction, and using surface streets in the non-peak direction.
2. The City further supports alternatives that:
    a. Improve quality of life, especially those that would provide multi-modal transportation options for local residents
    b. Provide a balanced approach to reducing congestion and reducing single occupant vehicle (SOV) travel in the Corridor
    c. Could be implemented as soon as possible, such as transit signal priority, expansion and improvement of bus service and improved/expanded park-and-ride facilities in the East Bay to encourage carpooling on the Highway bridge
    d. Encourage vehicular traffic connection at US 101/Marsh Road interchange to reduce travel demand on Willow Road and the impact on the Belle Haven neighborhood, including Express Lanes on Bayfront Expressway, Marsh Road and US 101 (Alternatives 4, 5 and 10)
3. The City does not support:
    a. Alternatives that would increase congestion on Willow Road and further restrict quality of life in the neighborhoods adjacent to Willow Road
    b. Elimination of the bicycle lanes on Willow Road in order to accommodate bus only lanes on Willow Road
    c. Bus lanes on the Dumbarton Rail right-of-way that do not provide stops and direct, frequent service to the Belle Haven neighborhood
4. Long-term, the City supports improvements that would capitalize on the regional rail connections with ACE, Capitol Corridor and Caltrain service.
5. The City requests additional information on the following topics:
    a. Grade separation concepts at Willow Road and University Avenue and Bayfront Expressway and the Henderson Crossing/Railroad bridge interchange concept, including an estimate of the height of any bridge structures that could be constructed with such alternatives
    b. Provision of bus stop locations that could serve the Belle Haven neighborhood in Alternatives 2, 4, 5, 6 and 10
6. Chapter 10 of the Study includes a summary of assumptions built into the travel demand forecast development. In Section 10.2, Socio-economic forecasts, the Study describes that job-related growth in the cities of Mountain View, Menlo Park, Palo

Alto, Redwood City and Stanford have been accounted for, consistent with pending development applications. Specifically in Menlo Park, the Study references that pending applications by Facebook to expand through conversion of existing industrial properties has been accounted for in the 2020 and 2040 forecasts. Additionally, the Study included a “high-growth” scenario that further increased employment-related growth according to current trends. However, the Study does not describe assumptions made relating to job or housing growth anticipated in Menlo Park, outside of Facebook’s pending application. Specifically, the City’s recent ConnectMenlo General Plan Update includes the provision for up to 4,500 housing units near the Dumbarton Corridor, which would generate potential ridership but with different travel patterns and needs than a wholly employment-based growth scenario. Similarly, the City of East Palo Alto has adopted the Ravenswood Business District Specific Plan that includes mixed-use growth plans. How these growth scenarios are currently addressed in the modeling should be clarified in the Study. If this growth is not currently accounted for in the modeling efforts, the City requests that the assumptions be revised.

7. The City requests that future efforts to continue to advance these alternatives should address environmental impacts at the next stage of project development, environmental review per the California Environmental Quality Act (CEQA) and NEPA. Issues that should be addressed include the potential impacts to wetlands adjacent to the Dumbarton Corridor and Willow Road and sea level rise.

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-219-CC**

Consent Calendar: **Authorize the Public Works Director to accept the work performed by Tucker Construction for the Belle Haven Child Development Center Kitchen and Restroom Remodel Project**

Recommendation

Staff recommends that the City Council authorize the Public Works Director to accept the work performed by Tucker Construction for the Belle Haven Child Development Center Kitchen and Restroom Remodel Project.

Policy Issues

City Council acceptance of the completion of the work begins the one-year construction warranty period.

The current practice is to authorize the Public Works Director to accept construction projects on a project by-project basis. As a policy matter, the City Council could consider authorizing the Public Works Director to accept all projects or projects under a certain dollar amount or projects of certain types. Staff intends to present the City Council with options to consider this in the coming months in an attempt to streamline the acceptance process.

Background

On May 23, 2017, the City Council awarded a contract to Tucker Construction in the amount of $76,416 with a contingency of a $10,000 for a total construction budget to $86,416. The project involved renovating the hand wash stations in each of the four classrooms, replacing the two toilets in each restroom with age appropriate fixtures and remodeling the two kitchens. The work included the installation of new sinks, faucets, counter tops, drinking fountains, drawers and drawer fronts, garbage disposals, toilets with flush valves. The project also provided new electrical circuits in each kitchen to convert the existing gas ranges to electric units.

Analysis

The work for the Belle Haven Child Development Center Kitchen and Restroom Remodel Project has been completed in accordance with the plans and specifications. A notice of completion will be filed with the San Mateo County accordingly. The contract was completed within the approved construction budget.

Contractor: Tucker Construction
1725-D Little Orchard St.
San Jose, CA 95125

Impact on City Resources

Acceptance of the work has no impact on the City's resources.

Construction Contract Budget	
Construction contract amount	$76,416.00
Contingency	$10,000.00
Total Construction Contract Budget	**$86,416.00**
Construction Expenditures	
Construction contract	$66,416.00
Change orders	$2,422.40
Total Construction Expenditure	**$68,838.40**

Environmental Review

The Project is categorically exempt under Class 1 of the current State of California Environmental Quality Act Guidelines, which allows minor alterations and replacement of existing facilities.

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. None

Report prepared by:
Carl Thomas, Construction Manager

Reviewed by:
Justin Murphy, Public Works Director

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-221-CC**

Consent Calendar: **Authorize the Public Works Director to accept the work performed by Day's Generator Service for the Administration Building Emergency Generator Replacement Project**

Recommendation

Staff recommends that the City Council authorize the Public Works Director to accept the work performed by Day's Generator Service for the Administration Building Emergency Generator Replacement Project.

Policy Issues

City Council acceptance of the completion of the work begins the three-year engine-generator maintenance agreement period.

The current practice is to authorize the Public Works Director to accept construction projects on a project by-project basis. As a policy matter, the City Council could consider authorizing the Public Works Director to accept all projects or projects under a certain dollar amount or projects of certain types. Staff intends to present the City Council with options to consider this in the coming months in an attempt to streamline the acceptance process.

Background

On March 14, 2017, the City Council awarded a contract to Day's Generator Service, Inc. in the amount of $185,200 with a contingency of $28,000 for a total construction contract budget to $213,200. The project consisted of installing a new 200 kilowatt emergency generator and fuel day tank, new electrical conduits and switches, fuel lines and pumps, and other incidentals.

Analysis

The work for the Administration Building Emergency Generator Replacement Project has been completed in accordance with the plans and specifications. A notice of completion will be filed with the San Mateo County accordingly. The contract was completed within the approved construction budget.

Contractor: Day's Generator Service, Inc.
P.O. Box 1868
Brentwood, CA 94513

Impact on City Resources

Acceptance of the work has no impact on the City's resources.

Construction Contract Budget	
Construction contract amount	$185,200
Contingency	$28,000
Total Construction Contract Budget	**$213,200**
Construction Expenditures	
Construction Contract	$185,200
Change Orders	$3,300
Total Construction Expenditure	**$188,500**

Environmental Review

The project is categorically exempt under Class 1 of the current State of California Environmental Quality Act Guidelines, which allows minor alterations and replacement of existing facilities. A Permit to Construct and operate the generator has been issued by the Bay Area Air Quality Management District.

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

There are no attachments.

Report prepared by:
Sam Rohlfs, Associate Civil Engineer

Report reviewed by:
Michael Zimmermann, Senior Civil Engineer

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-227-CC**

Consent Calendar: **Approve the 2017-18 investment policy for the City and the former Community Development Agency of Menlo Park**

Recommendation

Staff recommends that the City Council accepts the Finance and Audit Committee's recommendation to approve the 2017-18 investment policy for the City and the former Community Development Agency of Menlo Park.

Policy Issues

The investment policy provides guidelines for investing City and former Agency funds in accordance with State of California Government Code Section 53601 et seq.

Background

The investment of funds by a California local agency, including the types of securities in which an agency may invest, is governed by the California Government Code. The law requires that the legislative body of each agency adopt an investment policy, which may add further limitations than those established by the State. In addition, an agency's investment policy must be reviewed annually, and any changes must be adopted at a public meeting. The City of Menlo Park has had such a policy in place since 1990. The investment policy was last reviewed and updated by the City Council on September 13, 2016.

Annual adoption of the City's investment policy provides an opportunity to regularly review the policy to ensure its consistency with the overall objectives of safety, liquidity, and yield, as well as its relevance to current law and economic trends. Early in each fiscal year, the City's investment advisor (Insight Investment) reviews the policy to ensure it is kept up to date and in compliance with applicable State statutes. Insight also makes recommendations for strategic changes to the investment policy to position the City's portfolio to maximize yield while maintaining safety and liquidity.

The annual review of the City's investment policy provides the opportunity to make modifications to reflect changes in the investment environment. The types of modifications will vary but are often focused on providing greater diversification to maintain a safe and liquid investment portfolio. Further, the annual review is also a good time to clarify certain terms, remove ambiguity in the policy language, and better reflect changes in current market trading technologies.

Analysis

The Finance and Audit Committee met on September 18, 2017 and reviewed the City's investment policy previously adopted on September 13, 2016, at which time the Committee made the recommendation to

adopt the policy in its current form and also requested additional staff research. Following their review of the current policy, the Committee identified several areas of research and clarification. These areas are broadly described as reviewing (a) the relative weight of available metrics, (b) the policy's restrictiveness on action, and (c) investment broker selection process.

Relative weight of available metrics

The recommended policy specifies that investment objectives include "preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends" but is silent on other potential metrics such as social responsibility. The emergence of metrics whose focus is on returns which are not strictly monetary provides the possibility of finding benchmarks which have a higher overall utility to City residents despite potentially lower dollar gains.

Restrictiveness on action

The current policy includes a section requiring competitive transactions, including contact with at least three broker/dealers for each transaction. The Committee identified this section as having the potential to be needlessly restrictive and counterproductive to the overall purpose of the investment portfolio given the importance of time in investments. The Committee asked staff to investigate this and other, similar sections to help make a cost-benefit analysis of the competitiveness requirement.

Vendor selection process

Currently, the management firm for the City's investments is Insight Investment following the acquisition of Cutwater Asset Management by Bank of New York Mellon. The Committee requested that staff provide additional clarification on the agreement term, fees charged, and process for both investment management and banking services, with a focus on ensuring that the City has a robust procedure for vendor selection.

The aforementioned research interest areas present an opportunity for staff to provide additional context and alternatives for future incorporation into the policy but ultimately did not result in the recommendation of any modifications to the policy at this time. As a result, the policy recommended by the Finance and Audit Committee remains unchanged from the policy adopted by the City Council on September 13, 2016.

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. Finance and Audit Committee-recommended Investment Policy for the City and the former Community Development Agency of Menlo Park

Report prepared by:
Dan Jacobson, Interim Finance and Budget Manager

Approved by:
Nick Pegueros, Administrative Services Director

City of Menlo Park

Investment Policy

The City of Menlo Park (the "City"), incorporated in 1927, is located between San Francisco and Oakland on the North, and San Jose on the South. The City is governed by a City Council (the "Council") of five members elected at-large.

The Council has adopted this Investment Policy (the "Policy") in order to establish the investment scope, objectives, delegation of authority, standards of prudence, reporting requirements, internal controls, eligible investments and transactions, diversification requirements, risk tolerance, and safekeeping and custodial procedures for the investment of the unexpended funds of the City. All such investments will be made in accordance with the Policy and with applicable sections of the California Government Code.

This Policy was endorsed and adopted by the City Council of the City of Menlo Park on the 13th of September 2016. It replaces any previous investment policy or investment procedures of the City.

SCOPE

The provisions of this Policy shall apply to all financial assets of the City and the Community Development Agency of Menlo Park as accounted for in the City's Comprehensive Annual Financial Report, with the exception of bond proceeds, which shall be governed by the provisions of the related bond indentures or resolutions.

All cash shall be pooled for investment purposes. The investment income derived from the pooled investment account shall be allocated to the contributing funds based upon the proportion of the respective average balances relative to the total pooled balance in the investment portfolio. Investment income shall be distributed to the individual funds on a monthly basis.

OBJECTIVES

The City's funds shall be invested in accordance with all applicable municipal codes and resolutions, California statutes, and Federal regulations, and in a manner designed to accomplish the following objectives, which are listed in priority order:

1. Preservation of capital and protection of investment principal.
2. Maintenance of sufficient liquidity to meet anticipated cash flows.
3. Attainment of a market value rate of return.
4. Diversification to avoid incurring unreasonable market risks.

DELEGATION OF AUTHORITY

The management responsibility for the City's investment program is delegated annually by the Council to the Chief Financial Officer (the "CFO") pursuant to California Government Code Section 53607. The City's Administrative Services Director of serves as the CFO. In the absence of the CFO, the Finance and Budget Manager is authorized to conduct investment transactions. The CFO may delegate the authority to conduct investment transactions and to manage the operation of the investment portfolio to other specifically authorized staff members. The CFO shall maintain a list of persons authorized to transact securities business for the City. No person may engage in an investment transaction except as expressly provided under the terms of this Policy.

The CFO shall develop written administrative procedures and internal controls, consistent with this Policy, for the operation of the City's investment program. Such procedures shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, or imprudent actions by employees of the City.

The City may engage the support services of outside investment advisors in regard to its investment program, so long as it can be clearly demonstrated that these services produce a net financial advantage or necessary financial protection of the City's financial resources.

PRUDENCE

The standard of prudence to be used for managing the City's investments shall be California Government Code Section 53600.3, the prudent investor standard which states, "When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency."

The City's overall investment program shall be designed and managed with a degree of professionalism that is worthy of the public trust. The City recognizes that no investment is totally without risk and that the investment activities of the City are a matter of public record. Accordingly, the City recognizes that occasional measured losses may occur in a diversified portfolio and shall be considered within the context of the overall portfolio's return, provided that adequate diversification has been implemented and that the sale of a security is in the best long-term interest of the City.

The CFO and authorized investment personnel acting in accordance with written procedures and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that the deviations from expectations are reported in a timely fashion to the Council and appropriate action is taken to control adverse developments.

ETHICS AND CONFLICTS OF INTEREST

Elected officials and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program or could impair or create the appearance of an impairment of their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager any business interests they have in financial institutions that conduct business with the City and they shall subordinate their personal investment transactions to those of the City. In addition, the City Manager, the Assistant City Manager and the Administrative Services Director shall file a Statement of Economic Interests each year pursuant to California Government Code Section 87203 and regulations of the Fair Political Practices Commission.

AUTHORIZED SECURITIES AND TRANSACTIONS

All investments and deposits of the City shall be made in accordance with California Government Code Sections 16429.1, 53600-53609 and 53630-53686, except that, pursuant to California Government Code Section 5903(e), proceeds of bonds and any moneys set aside or pledged to secure payment of the bonds may be invested in securities or obligations described in the ordinance, resolution, indenture, agreement, or other instrument providing for the issuance of the bonds.

Any revisions or extensions of these code sections will be assumed to be part of this Policy immediately upon being enacted. However, in the event that amendments to these sections conflict with this Policy or past City investment practices, the City may delay adherence to the new requirements when it is deemed in the best interest of the City to do so. In such instances, after consultation with the City's attorney, the CFO will present a recommended course of action to the Council for approval.

The City has further restricted the eligible types of securities and transactions as follows:

1. United States Treasury bills, notes, bonds, or strips with a final maturity not exceeding five years from the date of trade settlement.

2. Federal Agency debentures, federal agency mortgage-backed securities, and mortgage-backed securities with a final maturity not exceeding five years from the date of trade settlement.

3. Federal Instrumentality (government-sponsored enterprise) debentures, discount notes, callable securities, step-up securities, and mortgage-backed securities with a final maturity not exceeding five years from the date of trade settlement. Subordinated debt may not be purchased.

4. Medium-Term Notes issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Medium-term notes shall have a final maturity not exceeding five years from the date of trade settlement and shall be rated at least "A" or the equivalent by a nationally recognized statistical ratings organization (NRSRO), at the time of purchase.

5. Negotiable Certificates of Deposit with a maturity not exceeding five years from the date of trade settlement, in state or nationally chartered banks or savings banks that are insured by the FDIC, subject to the limitations of California Government Code Section 53638. Certificates of Deposits may be purchased only from financial institutions that meet the credit criteria set forth in the section of this Investment Policy, "Selection of Banks and Savings Banks." Depending on their maturity, Negotiable Certificates of Deposit shall have a short-term rating of at least A-1+ or the equivalent by a NRSRO at the time of purchase.

6. Non-negotiable Certificates of Deposit and savings deposits with a maturity not exceeding five years from the date of trade settlement, in FDIC insured state or nationally chartered banks or savings banks that qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5. Deposits exceeding the FDIC insured amount shall be secured pursuant to California Government Code Section 53652.

7. Municipal and State Obligations:

   A. Municipal bonds with a final maturity not exceeding five years from the date of trade settlement. Such bonds include registered treasury notes or bonds of any of the 50 United States and bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the states. Such obligations must be rated at least "A", or the equivalent, by a NRSRO at the time of purchase.

   B. In addition, bonds, notes, warrants, or other evidences of indebtedness of any local agency in California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the local agency, or by a department, board, agency, or authority of the local agency. Such obligations must be rated at least "A", or the equivalent, by a NRSRO at the time of purchase.

8. Prime Commercial Paper with a maturity not exceeding 270 days from the date of trade settlement with the highest ranking or of the highest letter and number rating as provided for by a NRSRO. The entity that issues the commercial paper shall meet all of the following conditions in either sub-paragraph A. or sub-paragraph B. below:

   A. The entity shall (1) be organized and operating in the United States as a general corporation, (2) have total assets in excess of $500 million, and (3)

have debt other than commercial paper, if any, that is rated at least "A" or the equivalent or higher by a NRSRO.

B. The entity shall (1) be organized within the United States as a special purpose corporation, trust, or limited liability company, (2) have program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond, and (3) have commercial paper that is rated at least "A-1" or the equivalent or higher by a NRSRO.

9. Eligible Banker's Acceptances with a maturity not exceeding 180 days from the date of trade settlement, issued by a national bank with combined capital and surplus of at least $250 million, whose deposits are insured by the FDIC, and whose senior long-term debt is rated at least "A" or the equivalent by a NRSRO at the time of purchase.

10. Repurchase Agreements with a final termination date not exceeding 30 days collateralized by the U.S. Treasury obligations, Federal Agency securities, or Federal Instrumentality securities listed in items #1 through #3 above, with the maturity of the collateral not exceeding five years. For the purpose of this section, the term collateral shall mean purchased securities under the terms of the City's approved Master Repurchase Agreement. The purchased securities shall have a minimum market value including accrued interest of 102% of the dollar value of the funds borrowed. Collateral shall be held in the City's custodian bank, as safekeeping agent, and the market value of the collateral securities shall be marked-to-the-market daily.

    Repurchase Agreements shall be entered into only with banks and with broker/dealers who are recognized as Primary Dealers with the Federal Reserve Bank of New York, or with firms that have a primary dealer within their holding company structure. Repurchase agreement counterparties shall execute a City approved Master Repurchase Agreement with the City. The CFO shall maintain a copy of the City's approved Master Repurchase Agreement along with a list of the banks and broker/dealers who have executed same.

11. State of California's Local Agency Investment Fund (LAIF), pursuant to California Government Code Section 16429.1.

12. Money Market Funds registered under the Investment Company Act of 1940 which (1) are "no-load" (meaning no commission or fee shall be charged on purchases or sales of shares); (2) have a constant daily net asset value per share of $1.00; (3) invest only in the securities and obligations authorized in this Policy and (4) have a rating of at least "AAA" or the equivalent by at least two NRSROs.

Securities that have been downgraded to a level that is below the minimum ratings described herein may be sold or held at the City's discretion. The portfolio will be brought back into compliance with Investment Policy guidelines as soon as is practical.

It is the intent of the City that the foregoing list of authorized securities and transactions be strictly interpreted. Any deviation from this list must be preapproved by resolution of the City Council.

INVESTMENT DIVERSIFICATION

The City shall diversify its investments to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. Nevertheless, the asset allocation in the investment portfolio should be flexible depending upon the outlook for the economy, the securities markets, and the City's anticipated cash flow needs.

Securities shall not exceed the following maximum limits as a percentage of the total portfolio:

Type of Security	**Maximum Percentage of the Total Portfolio**
U.S. Treasury Obligations	100%
Federal Agency Securities†	100%†
Federal Instrumentality Securities†	100%†
Repurchase Agreements	100%
Local Government Investment Pools	100%
Aggregate amount of Certificates of Deposit, Negotiable and Non-Negotiable*	25%
Aggregate amount of Prime Commercial Paper*	25%
Aggregate amount of Money Market Funds*	20%
Aggregate amount of Municipal Bonds*	30%
Aggregate amount of Eligible Banker's Acceptances*	15%
Aggregate amount of Medium-Term Notes*	30%

† No more than 20% of the City's total portfolio shall be invested in mortgage-backed securities.

*No more than 5% of the City's total portfolio shall be invested in any one issuer/financial institution and/or its affiliates.

PORTFOLIO MATURITIES AND LIQUIDITY

To the extent possible, investments shall be matched with anticipated cash flow requirements and known future liabilities. The City will not invest in securities maturing more than five years from the date of trade settlement unless the Council has, by resolution, granted authority to make such an investment at least three months prior to the date of

investment. The sole maturity distribution range shall be from zero to five years from the date of trade settlement.

SELECTION OF BROKER/DEALERS

The CFO shall maintain a list of broker/dealers approved for investment purposes, and it shall be the policy of the City to purchase securities only from those authorized firms. To be eligible, a firm must be licensed by the State of California as a broker/dealer as defined in Section 25004 of the California Corporations Code.

The City may engage the services of investment advisory firms to assist in the management of the portfolio and investment advisors may utilize their own list of approved Broker/Dealers. The list of approved firms shall be provided to the City on an annual basis or upon request.

In the event that an external investment advisory firm is not used in the process of recommending a particular transaction, each authorized broker/dealer shall be required to submit and annually update a City approved Broker/Dealer Information Request form which includes the firm's most recent financial statements. The CFO shall maintain a list of the broker/dealers that have been approved by the City, along with each firm's most recent broker/dealer Information Request form.

The City may purchase commercial paper from direct issuers even though they are not on the approved broker/dealer list as long as they meet the criteria outlined in Item 8 of the Authorized Securities and Transactions section of this Policy.

COMPETITIVE TRANSACTIONS

Each investment transaction shall be competitively transacted with authorized broker/dealers. At least three broker/dealers shall be contacted for each transaction and their bid and offering prices shall be recorded.

If the City is offered a security for which there is no other readily available competitive offering, the CFO will then document quotations for comparable or alternative securities.

SELECTION OF BANKS AND SAVINGS BANKS

The CFO shall maintain a list of authorized banks and savings banks that are approved to provide banking services for the City. To be eligible to provide banking services, a financial institution shall qualify as a depository of public funds in the State of California as defined in California Government Code Section 53630.5 and must be a member of the FDIC. The City shall utilize SNL Financial Bank Insight ratings to perform credit analyses on banks seeking authorization. The analysis shall include a composite rating and individual ratings of liquidity, asset quality, profitability and capital adequacy. Annually, the CFO shall review the most recent credit rating analysis reports performed for each approved bank. Banks that in the judgment of the CFO no longer offer adequate safety to the City shall be removed from the City's list of authorized banks. Banks failing to meet the criteria outlined above, or in the judgment of the CFO no longer offer adequate safety to the City, will be removed from the list. The CFO shall maintain a file of the most recent credit rating analysis reports performed for each approved bank. Credit analysis shall be performed on a semi-annual basis.

SAFEKEEPING AND CUSTODY

The CFO shall select one or more financial institutions to provide safekeeping and custodial services for the City, in accordance with the provisions of Section 53608 of the California Government Code. Custodian banks will be selected on the basis of their ability to provide services for the City's account and the competitive pricing of their safekeeping related services. The CFO shall maintain a file of the credit rating analysis reports performed semi-annually for each approved financial institution. A Safekeeping Agreement approved by the City shall be executed with each custodian bank prior to utilizing that bank's safekeeping services.

The purchase and sale of securities and repurchase agreement transactions shall be settled on a delivery versus payment basis. All securities shall be perfected in the name of the City. Sufficient evidence to title shall be consistent with modern investment, banking and commercial practices.

All investment securities purchased by the City will be delivered by book entry and will be held in third-party safekeeping by a City approved custodian bank, or its Depository Trust Company (DTC) participant account.

PORTFOLIO PERFORMANCE

The investment portfolio shall be designed to attain a market rate of return throughout budgetary and economic cycles, taking into account prevailing market conditions, risk constraints for eligible securities, and cash flow requirements. The performance of the City's investments shall be compared to the average yield on the U.S. Treasury security that most closely corresponds to the portfolio's actual weighted average effective maturity. When comparing the performance of the City's portfolio, its rate of return will be computed net of all fees and expenses.

PORTFOLIO REVIEW AND REPORTING

Credit criteria and maximum percentages listed in this section refer to the credit of the issuing organization and/or maturity at the time the security is purchased. The City may, from time to time, be invested in a security whose rating is downgraded below the minimum ratings set forth in this Policy. In the event a rating drops below the minimum allowed rating category for that given investment type, the Administrative Services Director shall notify the City Manager

and/or Designee and recommend a plan of action. Appropriate documentation of such a review, along with the recommended action and final decision shall be retained for audit.

Quarterly, the CFO shall submit to the Council a report of the investment earnings and performance results of the City's investment portfolio. The report shall include the following information:

1. Investment type, issuer, date of maturity, par value and dollar amount invested in all securities, and investments and monies held by the City;
2. A description of the funds, investments and programs;
3. A market value as of the date of the report (or the most recent valuation as to assets not valued monthly) and the source of the valuation;
4. A statement of compliance with this Investment Policy or an explanation for not-compliance; and
5. A statement of the ability to meet expenditure requirements for six months, as well as an explanation of why money will not be available if that is the case.

POLICY REVIEW

This Investment Policy shall be adopted by resolution of the City Council annually. It shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity, yield and diversification and its relevance to current law and economic trends. Any amendments to the Policy shall be reviewed by the City's Finance/Audit Committee prior to being forwarded to the City Council for approval.

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-223-CC**

Public Hearing: **Consider the Planning Commission's recommendation to approve the final EIR, architectural control, heritage tree removal permits, below market rate (BMR) housing agreement, and development agreement for the Middle Plaza at 500 El Camino Real project (300-550 El Camino Real)**

Recommendation

The Planning Commission and staff recommend that the City Council make the necessary findings and take actions for approval of the Middle Plaza at 500 El Camino Real Project, as outlined in Attachment A. The specific entitlements and environmental review components are as follows:

1. Final Environmental Impact Report (EIR) to analyze the potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Attachment B);
2. Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units;
3. Heritage Tree Removal Permits to permit the removal of 18 heritage trees and the transplantation of one heritage tree associated with the proposed project;
4. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program; and,
5. Development Agreement, which is supported by the City Council Subcommittee, for the project sponsor to secure vested rights, and for the City to secure public benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park Atherton Education Foundation and a publicly accessible plaza.

Policy Issues

The proposed project requires the City Council to consider the merits of the project, including project consistency with the El Camino Real/Downtown Specific Plan. As part of the project review, the Council will need to make findings that the positive aspects of the project balance the significant and unavoidable impacts by adopting a statement of overriding considerations and a mitigation monitoring and reporting program as part of its certification of the EIR. Additionally, the Council will need to consider a Development Agreement and architectural control findings. Further, resolutions regarding heritage tree removal permits and the BMR Housing Agreement for the project will need to be considered. The policy issues summarized here are discussed in greater detail throughout the staff report.

Background

In January 2013, the Planning Commission held a study session to provide feedback on Stanford's initial proposal to redevelop the project site with a mixed-use development.

In April 2013, the City Council held a study session which resulted in the creation of a subcommittee of the City Council, consisting of Councilmembers Keith and Carlton, to explore further project refinement. The 500 El Camino Real Subcommittee met with neighborhood representatives, the Silicon Valley Bicycle Coalition, representatives from environmental groups, representatives from Stanford University, and city staff.

In August 2013, the City Council accepted the final report from the 500 El Camino Real Subcommittee. Subsequently, Stanford revised the proposal to exclude medical office uses and held public meetings to solicit public input on the design of the Middle Avenue public plaza.

On March 27, 2017, the Planning Commission conducted a Public Hearing to receive public testimony on the Draft Infill Environmental Impact Report and conducted a Study Session to provide feedback on the overall project.

At the March 28, 2017 City Council meeting, Councilmembers Mueller and Ohtaki were appointed to a subcommittee to assist with negotiation of a Development Agreement for the project.

On August 28, 2017, the Planning Commission voted unanimously (6-0, with Commissioner Onken recused) to recommend approval of the Final EIR, architectural control, heritage tree removal permits, and the BMR Housing Agreement. The Planning Commission also voted 5-1 to recommend approval of the development agreement. Ten people spoke at the Planning Commission. The public comments were generally supportive of the project, although some concerns were expressed, primarily regarding school funding and green building standards. The draft minutes of the meeting are included as Attachment H and the Planning Commission staff report is included as Attachment I.

Analysis

Project description

Stanford is currently proposing to demolish all existing structures and redevelop the site with approximately 10,286 square feet of retail/restaurant uses, approximately 142,840 square feet of non-medical office uses, and 215 residential units that would comprise approximately 276,613 square feet. The project would meet the Specific Plan's Base-level development standards, which were established to achieve inherent public benefits, such as the redevelopment of underutilized properties, the creation of more vitality and activity, and the promotion of healthy living and sustainability. The project would include the construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, and a plaza at Middle Avenue (Middle Plaza) that would be approximately 120 feet wide and approximately 0.5 acre in size. The plaza would provide public amenities in the form of publicly-accessible open space and a connection between El Camino Real and a proposed grade-separated crossing at the Caltrain tracks. The project would provide approximately 930 parking spaces within underground parking garages and surface parking.

All of the existing parcels would be merged as part of an administrative lot merger application to create a single parcel for the entire project site. If the discretionary actions are approved, the applicant would also need later City Council approval to vacate existing easements and create necessary new easements for the

project. The project plans, included as a hyperlink as Attachment J, provide additional details of the proposal. The project description letter is included as Attachment K.

Land uses

The project includes the following breakdown of land uses:

Component	Square Feet	% of Overall Project
Apartments (215 units)	276,613	64.4%
Non-Medical Office	142,840	33.2%
Retail/Restaurant	10,286	2.4%
Total	429,739	100.0%

The residences would consist of one-bedroom units and one-bedroom units with den units, and two-bedroom and two-bedroom with den units, the majority (52%) in the two-bedroom category. The residences would be rented.

Overall, the proposal would represent a balanced mixed-use project, with a good mix of residential and office uses, along with a retail/restaurant component and a publically-accessibly plaza. The plaza would provide future access to a grade-separated pedestrian and bicycle crossing at the Caltrain tracks, located along the project site's eastern boundary and close to the Middle Avenue intersection, and improve bicycle and pedestrian circulation and east-west connectivity for neighborhoods on both sides of the Caltrain tracks. Additionally, the crossing would encourage the use of alternative modes of transportation.

Design and materials

The following discussion highlights and expands on topics addressed in the Standards and Guidelines Project Compliance Worksheet (Attachment L).

The residential buildings would feature Craftsman-style rooflines, window patterns, materials and detailing, while the office buildings' massing, facades, materials and detailing flow well from the Mission Revival style. The proposal divides the site into three zones with distinctly different land use concepts and physical/visual characteristics. Aspects of design for each zone are discussed further as follows.

Northern Zone/Office Building 1/Middle Plaza

Office Building 1 would be a three story structure with its ground floor dedicated to retail/restaurant uses. Such uses would face both El Camino Real and Middle Plaza with the plaza located to the south side of Building 1. Building 1's plaza façade with its curving wall plane, large rotunda form, and figurative massing would give character to the urban space.

Middle Zone/Residential Buildings A, B, and C

From the intersection of Middle Avenue on the north to Partridge Avenue on the south, El Camino Real would be fronted by three-story apartment facades. A pedestrian entry would be created between Buildings A and C across from College Avenue. A second pedestrian entrance would be created just north of Partridge Avenue between Buildings C and B. The three-story structures facing El Camino Real would give way to five-story structures facing Caltrain to the east. A long courtyard, with smaller areas for gathering and large pool near the center, would separate the three- and five-story structures.

Southern Zone/Office Buildings 2 and 3

Office Building 2, the largest of the office buildings, would front El Camino Real between Partridge Avenue to the north and Cambridge Avenue to the south. Office Building 2's entry would be set back from the street and accessed through a courtyard.

Office Building 3 would be a smaller office building with two stories of offices above a first-floor parking garage and would front El Camino Real from Cambridge Avenue to the interior side lot line facing the Stanford Park Hotel. The sidewalk area in front of the entry would be ample, and a relocated date palm would be situated to mark the building corner and entry. Some first-floor level parking would face the street, but would be mostly concealed behind decorative metal screens and landscaping.

Parking and circulation

Vehicular

The majority of the parking would be provided in two, two-level underground parking garages. A main access drive off Middle Avenue would extend from the Middle Avenue intersection diagonally on a curve to the south allowing access to the subterranean parking garage serving both Office Building 1 and the adjacent residential buildings. Both Partridge and Cambridge Avenues would be vehicular access points with driveways leading to the rear drive aisle and then to garage access points, which would not be visible from El Camino Real. The second underground parking garage would service Office Building 2. Office Building 3 would be developed with a first floor parking garage. Some surface parking is also included, mainly to serve the retail/restaurant use. The applicant has submitted a shared parking study, approved by the Transportation Division, which justifies the proposed 930-space parking requirement.

On April 12, 2017, the Transportation Commission reviewed the Draft Environmental Impact Report (DEIR) for the project but did not take any action. The Commissioners generally provided feedback about site access and on-site circulation for bicyclists and pedestrians and inquired about the potential to add a shared-use pathway on the site. Stanford representatives and staff responded, indicating that the Specific Plan does not require the addition of a pathway on the site.

Stanford has submitted a draft Transportation Management (TDM) plan, included as Attachment N. City approval of the TDM plan is required prior to building permit issuance, and if the project is approved, there may be revisions to the TDM plan prior to building permit issuance.

Bicycle

The project would provide required bicycle parking in both short-term and long-term configurations. Short-term bicycle parking would be provided via racks along El Camino Real and in the public plaza. Long-term bicycle parking would be located on the upper garage floor for Office Building 1, with separate bicycle parking in the residential portion of the garage, as well as the upper level of the below-grade parking garage for Office Building 2, and in the first floor parking for Office Building 3.

The project would implement, at a minimum, a Class III bicycle facility, bicycle route on Middle Avenue between University Drive and El Camino Real, as required by Condition of approval 3(i)(vii) as partial mitigation to reduce the project's impact on this roadway segment.

Pedestrian

The project would include significant improvements to the pedestrian environment. Along most of the project's El Camino Real frontage, the project would implement a 15-foot wide sidewalk. This sidewalk would consist of a five-foot furnishings zone along the curb (featuring elements such as street trees and other landscaping, bicycle racks, benches, and street lights) and a 10-foot clear walking zone next to the

buildings. Due to the existing driveway for the Stanford Park Hotel, in front of Office Building 3, the sidewalk for this portion of El Camino Real would be reduced to seven feet (including existing tree wells). A sidewalk adjacent to the access driveway along the rear lot line provide would provide additional pedestrian circulation.

Open space, trees and landscaping

Open space

The project would exceed the ECR SE minimum open space requirement of 30 percent of the lot, with approximately 39 percent proposed. Most of the open space would be met at ground level through the sidewalks, public/semi-public plaza areas, private courtyards, and other landscaped areas.

Heritage Tree removals

The applicant has submitted an arborist report, an addendum report, and an advanced tree inspection report (Attachment M), evaluating all trees on and near the subject property, including 40 heritage trees.

Three heritage trees (trees #6, #7, and #8) along the driveway for the Stanford Park Hotel, west of proposed Office Building 3, would be preserved, and one heritage Canary island date palm (tree #9), located on the east side of the driveway, would be transplanted northward to avoid adverse impacts from the development of Office Building 3. All of the other on-site trees are proposed for removal due to the extensive nature of the development, including the two underground parking garages that span much of the project site. In total, 18 heritage trees are proposed for removal and one heritage tree is proposed to be transplanted on-site.

The applicant is proposing to provide 42 heritage tree replacements to compensate for the loss of the 18 heritage trees and the relocation of one heritage tree (tree #9), which would exceed the replacement requirement of 37 trees. The proposed replacements include 16 coast live oaks, three ginko trees, nine cork oaks, three London plane trees, three valley oaks, and ten California sycamores. Additional trees and landscaping would be planted throughout the site. The project would be required to comply with the Water Efficient Landscaping Ordinance (WELO). The City Arborist recommends approval of the requested heritage tree removals and has indicated the proposed replacement trees are acceptable.

On July 26, 2017, the Environmental Quality Commission (EQC) reviewed the proposed tree removals and a preliminary landscaping plan, and recommended that the Planning Commission recommend approval of the heritage tree removal permits to the City Council. Additionally, the EQC asked the applicant to consider planting more native trees on the site.

Following the meeting, the applicant worked with staff to address the EQC's recommendation, and has increased the number of native trees proposed on the site.

Below Market Rate (BMR) Housing

According to staff’s calculations, the project is required by the current BMR regulations to provide 6.4 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. The applicant believes credit should be given for buildings that were unoccupied at the time of the application submittal, which would result in a BMR requirement of 5.3 BMR units.

As part of the development agreement negotiations for the project, the applicant is proposing to provide eight one-bedroom on-site BMR units at the low-income level, which would exceed the minimum requirement. The Housing Commission previously recommended that the 1.9 BMR units for the 2131 Sand Hill Road project, also owned by Stanford, be satisfied with the provision of two BMR units at the Middle Plaza at 500 El Camino Real project site. Pursuant to the Housing Commission’s recommendation, the applicant is proposing a total of ten one-bedroom on-site BMR units, all at the low-income level. (If the 2131 Sand Hill Road project is not approved, the applicant would provide eight one-bedroom BMR units at the

low-income level.) On August 23, 2017 the Housing Commission reviewed this proposal and recommended approval, 3-2, while expressing concerns that only 10 units out of 215 units, or eight units if the 2131 Sand Hill Road project is not approved, would be BMR units.

Development Agreement

A Development Agreement is a contract between the City of Menlo Park and a project sponsor that delineates the terms and conditions of a proposed development project. A Development Agreement allows a project sponsor, in this case Stanford, to secure vested rights, and it allows the City to secure certain benefits that it might not otherwise be entitled to obtain. The City Council is not obligated to approve a Development Agreement, but if the City Council does want to approve a Development Agreement, the terms of the Development Agreement need to be acceptable to both parties; one party cannot impose terms on the other party.

After the March 28 appointment of the Council Subcommittee (Councilmembers Mueller and Ohtaki), City staff, including the City Manager, Assistant City Manager, and City Attorney, met with the Council Subcommittee to determine the key parameters for the negotiation of public benefits as part of the Development Agreement. Subsequently, staff negotiated with Stanford and consulted with the Council Subcommittee over a number of weeks. The attached Development Agreement is the outcome of the public benefit negotiation process.

Development Agreement Terms

The draft Development Agreement (DA) reflects the final terms negotiated with Stanford in addition to the required mitigation measures, which were determined by the Draft EIR and which will be included in the mitigation monitoring and reporting program for the development proposal. The Council Subcommittee supports the terms contained in the attached DA. The subcommittee is also recommending that five of the ten Below Market Rate units in the development be dedicated to teachers from the Menlo Park City School District. This is not a specific term of the DA and would need to be a policy decision by the Council. The following are the major terms in the DA:

1. Caltrain Pedestrian/Bicycle Crossing

The applicant is proposing to pay for 50% of the cost of the crossing, with a maximum contribution by Stanford of $5,000,000, with the maximum contribution adjusted to reflect increases in the engineering cost index to the date of the payment.

2. Affordable Units

According to staff's calculations, the project is required by the current BMR requirements to provide 6.4 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. Stanford believes credit should be given for buildings that were unoccupied at the time of the application submittal, which would result in a BMR requirement of 5.3 BMR units. The Housing Commission recommended that the BMR requirements for the 2131 Sand Hill Road project, consisting of 1.9 BMR units, be satisfied on this project site with the provision of two on-site BMR units if that project is approved. The applicant is proposing 10 one bedroom BMR units, all at the low-income level. (If the 2131 Sand Hill Road project is not approved, the applicant would provide eight one bedroom BMR units at the low-income level.)

3. Menlo Park Atherton Education Foundation

The applicant has agreed to pay an initial lump sum payment of One Million Five Hundred Thousand Dollars ($1,500,000.00) to the Menlo Park Atherton Education Foundation (MPAEF) one year following the issuance of the last building permit for the residential and office buildings to be constructed as part of the project, with the funds to be placed in an endowment fund. [This payment would likely be received about one year before the majority of residential units are occupied.] In addition, Stanford has agreed to pay an

additional lump sum payment to MPAEF of up to One Million Dollars ($1,000,000) of any savings by Stanford in its contribution to the cost of the Caltrain pedestrian/bicycle crossing, following completion of the crossing, also for its endowment fund. The council subcommittee is optimistic that Stanford's contribution to the crossing will be less than the maximum crossing contribution resulting in an additional payment to MPAEF for a total of up to $2.5 million to its endowment fund.

4. Assurances Regarding New City Fees.
Similar to provisions included in previous development agreements, the City agrees to provide Stanford assurances as to certain changes in fees and applicable laws, in exchange for the negotiated benefits. The Project will not be subject to any new impact fees, including increased BMR fees, or any equivalent in-kind obligation, adopted after October 1, 2017, for the term of the Agreement. The assurances regarding no imposition of new fees shall not limit the City from imposing new citywide or Specific Plan wide fees, assessments or taxes which would be applicable to the project.

5. Plaza.
Stanford has agreed to execute and record a Public Use Agreement as part of the Development Agreement regarding the public use of the privately owned and operated Middle Avenue plaza. The proposed public access hours for the plaza would be 6 am to midnight with access to a crossing, if built, for the hours the crossing is open to the public.

6. Term of the Development Agreement.
The Term shall be ten (10) years, subject to extension if the City has made substantial progress in securing approvals and funding for the grade crossing, in which event the term may continue for up to five years beyond the initial ten year term, with the understanding that the BMR units will be subject to a separate agreement for a 55-year term.

Correspondence
Staff has received 24 cards of support and 48 emails regarding the project since the Planning Commission staff report was published (Attachment O). Eight of these emails are entirely supportive, citing positive aspects of the project such as the redevelopment of an underutilized site in proximity to transit/services, the provision of a public plaza and the development of much-needed residential units. Many of the remaining 40 emails were also supportive of the project, but stated various concerns about the project. Environmental concerns, including concerns that the project is not required to meet LEED Gold certification, were the most frequently cited, with concerns about school funding also expressed in over half of the 40 emails, and traffic concerns, including a desire for a stronger TDM plan, expressed in close to half of the 40 emails.

Conclusion
Staff believes that the proposal would represent a balanced mixed-use project, with a good mix of residential and office uses, along with a retail/restaurant component and a publically-accessibly plaza. The plaza would provide future access to a grade-separated pedestrian and bicycle crossing at the Caltrain tracks, located along the project site's eastern boundary and close to the Middle Avenue intersection, and improve bicycle and pedestrian circulation and east-west connectivity for neighborhoods on both sides of the Caltrain tracks. Additionally, the crossing would encourage the use of alternative modes of transportation. The architectural approach would utilize quality materials and detailing, and would address relevant Specific Plan standards and guidelines. The heritage tree removals would be justified by the trees' condition, health, and long-term species value. The replacement plantings would emphasize California native species, and would exceed the two-to-one replacement ratio. The BMR Agreement would address the project's 6.4.unit BMR requirement, and provide an additional 1.6 affordable units as a public benefit. The Development Agreement would document the BMR units and other benefits, including up to $5 million

towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park-Atherton Education Foundation and a publicly accessible plaza. The project's impacts have been fully considered as part of the Final EIR, and relevant mitigation measures have been incorporated into the Mitigation Monitoring and Reporting Program (MMRP). Staff recommends that the City Council approve the project per the actions listed in Attachment A.

Impact on City Resources

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of Transportation Impact Fee (TIF), Specific Plan Transportation Infrastructure Proportionate Cost-Sharing Fee, and the El Camino Real/Downtown Specific Plan Preparation Fee. These required fees were established to account for projects' proportionate obligations. As noted in the Development Agreement section, the project would also include a financial contribution towards the construction of the grade-separated Caltrain crossing.

Environmental Review

The Specific Plan process included detailed review of projected environmental impacts through a program Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA). In compliance with CEQA requirements, the Draft EIR was released in April 2011, with a public comment period that closed in June 2011. The Final EIR, incorporating responses to Draft EIR comments, as well as text changes to parts of the Draft EIR itself, was released in April 2012, and certified along with the final Plan approvals in June 2012.

As specified in the Specific Plan EIR and the CEQA Guidelines, program EIRs provide the initial framework for review of discrete projects. Most project proposals under the Specific Plan are anticipated to be fully addressed as part of the Specific Plan EIR. However, for the proposed project, staff and an independent CEQA consulting firm (ICF International, with support from W-Trans, a transportation analysis sub-consultant) determined that a project-level EIR was required to examine specific impacts not addressed in the Specific Plan EIR. The specific type of project-level EIR required for the project is defined by Senate Bill (SB) 226 as an "Infill EIR," as the project meets relevant criteria defined by that legislation, as discussed in the Infill EIR itself. Since this determination, the project's CEQA review has proceeded as follows:

Table 1: CEQA Process Timeline		
Date	**Milestone**	**Hearing Body**
3/15/2016	Environmental Impact Report Contract Approval	City Council
6/22/2016	Notice of Preparation (NOP) and Infill Environmental Checklist Issuance	n/a
7/21/2016	NOP Comment Deadline	n/a
2/28/2017	Notice of Availability (NOA) of Draft Infill EIR	n/a
2/28/2017	Draft Infill EIR Review Period Start	n/a
3/27/2017	Draft Infill EIR Public Hearing	Planning Commission
4/13/2017	Draft Infill EIR Review Period End	n/a
8/11/2017	Final Infill EIR Review Period Start	n/a
8/28/2017	Public Hearing for Recommendations on All Project Actions Including Final Infill EIR	Planning Commission
9/26/2017	Public Hearing for All Project Actions Including Final Infill EIR	City Council
10/10/2017 (tent.)	Adoption of Ordinance Approving Development Agreement	City Council

Draft Infill EIR

The Draft Infill EIR analyzes the following three topic areas:

- Air Quality (construction)
- Noise (traffic noise)
- Transportation/Traffic

Other environmental analysis areas were found to have been adequately addressed in the Specific Plan EIR. The Infill Environmental Checklist is included as an appendix to the Draft Infill EIR, and it explains in detail how the project is consistent with the Specific Plan EIR and creates no new significant impacts for the topic categories not analyzed in the Draft Infill EIR (e.g., Biological Resources, Hydrology/Water Quality).

The Draft Infill EIR determined that impacts would be less than significant, or less than significant with mitigation, for the following categories:

- Air Quality (construction)
- Noise (traffic noise)

The Transportation/Traffic analysis in the Draft Infill EIR determined that impacts on bicycle and pedestrian facilities, transit facilities, and emergency access would be less than significant. However, the below transportation/traffic impacts have been determined to be potentially significant. Mitigation measures have been specified for most intersections, roadway segments, routes of regional significance, and railroad crossings, but the impacts listed in Tables 2 through 5 below are considered significant and unavoidable due to factors such as the need to acquire additional rights-of-way, conflicts with existing policies, or a

location outside of the City's jurisdiction.

Partial mitigation measures are included for the payment of transportation impact fees (TIF) and proportional share contributions towards transportation infrastructure improvements, and implementation of a Transportation Demand Management (TDM) plan, and these would be project requirements. However, these mitigation measures are not projected to fully mitigate any impacts.

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Table 2: Impacts on Intersections

Intersection	Jurisdiction	Significant Impact?		Is Mitigation Feasible or Potentially Feasible?	Remains Significant and Unavoidable Impact?
		Near-Term 2021 Plus Project	Cumulative 2040 Plus Project		
Middlefield Rd/ Marsh Rd (#1)	Atherton	Yes - AM	Yes - AM	Yes	Yes[1, 2]
Middlefield Rd/ Glenwood Ave-Linden Ave (#3)	Atherton	Yes - AM/PM	Yes - AM/PM	Yes	Yes[1, 2]
Middlefield Rd/ Ravenswood Rd (#5)	Menlo Park and Atherton	No	Yes - AM	Yes	Yes[1]
Middlefield Rd/ Willow Rd (#7)	Menlo Park	Yes - PM	Yes - AM/PM	Yes	Yes[2]
El Camino Real/ Ravenswood Ave-Menlo Ave (#15)	Menlo Park/ Caltrans	No	Yes - AM/PM	No	Yes[1,2,3]
El Camino Real/ Live Oak Ave (#16)	Menlo Park/ Caltrans	No	Yes - AM/PM	No	Yes[1,3]
El Camino Real/ Middle Ave (#18)	Menlo Park/ Caltrans	No	Yes - PM	No	Yes[1,2,3]
El Camino Real/ College Ave (#19)	Menlo Park/ Caltrans	Yes - AM/PM	Yes - AM/PM	No	Yes[1,3]
El Camino Real/ Partridge Ave (#20)	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	No	Yes[1,3]
El Camino Real/ Harvard Ave (#22)	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	No	Yes[1,3]
El Camino Real/ Creek Dr (#23)	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	No	Yes[1,3]
University Dr/ Middle Ave (#31)	Menlo Park	Yes - AM/PM	Yes - AM/PM	No	Yes[3]

Notes:
[1] Mitigation measure(s) requires approval from another jurisdiction, which cannot be guaranteed; therefore, impact remains significant and unavoidable.
[2] Mitigation measure(s) requires acquisition of right-of-way, which cannot be guaranteed; therefore, impact remains significant and unavoidable.
[3] Mitigation measure(s) is infeasible due to secondary impacts; therefore, impact remains significant and unavoidable.

Table 3: Impacts on Roadway Segments				
	Significant Impact?			
Segment	Near-Term 2021 Plus Project	Cumulative 2040 Plus Project	Is Mitigation Feasible?	Remains Significant and Unavoidable Impact?
Middlefield Rd – Ravenswood Ave to Ringwood Ave (#2)	No	Yes	No	Yes
Ravenswood Ave – Laurel St to Middlefield Rd (#3)	Yes	Yes	No	Yes
Middle Ave – University Dr to El Camino Real (#5)	Yes	Yes	No	Yes
Cambridge Ave – University Dr to El Camino Real (#8)	Yes	Yes	No	Yes

Table 4: Impacts on Routes of Regional Significance					
		Significant Impact?			
Segment	Jurisdiction	Near-Term 2021 Plus Project	Cumulative 2040 Plus Project	Is Mitigation Feasible?	Remains Significant and Unavoidable Impact?
Bayfront Expressway – University Ave to Willow Rd (WB)	Caltrans	Yes	Yes	No	Yes
Bayfront Expressway – Willow Rd to University Ave (EB)	Caltrans	Yes	Yes	No	Yes
Willow Rd – Bayfront Expressway to US 101 (WB)	Caltrans	No	Yes	No	Yes
Willow Rd – US 101 to Bayfront Expressway (EB)	Caltrans	Yes	Yes	No	Yes

Table 5: Impacts on Railroad Crossings			
Segment	***Significant Impact***	***Is Mitigation Feasible?***	***Remains Significant and Unavoidable Impact?***
Ravenswood Avenue Railroad Crossing	***No significance threshold for railroad crossings. However, as the project would add vehicular traffic to railroad crossings, mitigation measures have been recommended.***	***No***	***Yes***

Final Infill EIR

The Final Infill EIR, included as a hyperlink as Attachment P, includes the Response to Comments to all the written comments received prior to the deadline and verbal testimony provided at the Planning Commission public hearing on the Draft Infill EIR, and changes to the document to reflect any needed modifications. The comments on the Draft Infill EIR did not result in any impacts not previously identified. Therefore any changes to the text of the Final Infill EIR were limited to corrections and clarifications that do not alter the environmental analysis. The Final Infill EIR is available on the project web page, as well as City Hall and the Main Library.

Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP)

As part of its consideration of the merits of the project, the City Council will need to review and consider the Statement of Overriding Considerations (SOC) along with the Mitigation Monitoring and Reporting Program (MMRP). The draft resolution for the SOC, including the MMRP, is included as part of Attachment B. The draft SOC outlines the following public benefits of the project, inclusive of the benefits derived from the Development Agreement: economic benefits, social benefits, transportation and infrastructure benefits, housing benefits, local community benefits, and region-wide or Statewide benefits. The SOC identifies specific benefits within each category in more detail. The MMRP includes the feasible mitigation measures identified in the EIR. This Mitigation Monitoring and Reporting Program (MMRP) is designed to aid the City of Menlo Park in its implementation and monitoring of measures adopted from the certified EIR. The draft MMRP is included in Attachment B. The MMRP would be enforced as part of the project specific conditions of approval for the project. As part of its overall project review, the Planning Commission recommended affirmatively on these items.

Specific Plan Maximum Allowable Development

Per Section G.3, the Specific Plan establishes the maximum allowable net new development as follows:

Residential uses: 680 units; and
Non-residential uses, including retail, office and hotel: 474,000 square feet.

These totals are intended to reflect likely development throughout the Specific Plan area, in excess of certain development projects that were already in the pipeline at the point the Specific Plan Program EIR was commenced (subject to those projects receiving their own independent approvals). As noted in the Plan, development in excess of these thresholds will require amending the Specific Plan and conducting

additional environmental review. Uses that were active on the project site at the commencement of the environmental review are deducted from the project's share of the Maximum Allowable Development.

If the project is approved and implemented, the Specific Plan Maximum Allowable Development would be revised to account for the net changes as follows:

	Dwelling Units	Commercial Square Footage
Existing	0	29,625
Proposed	215	153,126
Net Change	215	123,501
% of Maximum Allowable Development	*31.6%*	*26.1%*

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property. In addition, prior to the August 28, 2017 Planning Commission meeting, notice of the Final Infill EIR's availability and the holding of the Planning Commission public hearing was also provided to agencies and jurisdictions of interest (e.g., Caltrans, Town of Atherton, etc.), and to anyone who commented on the Draft Infill EIR.

Attachments

A. Recommended Actions
B. Draft Resolution Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Adopting a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report
C. Draft Resolution Approving the Findings and Conditions for Architectural Control
D. Draft Resolution Approving the Heritage Tree Removal Permits
E. Draft Resolution Approving the BMR Agreement
F. Draft Ordinance Approving the Development Agreement
G. Location Map
H. Planning Commission Draft Minutes – August 28, 2017
I. Planning Commission Staff Report – August 28, 2017
J. Hyperlink: Project Plans, dated August 22, 2017 - http://menlopark.org/500ECRplans
K. Project Description Letter
L. Standards and Guidelines Project Compliance Worksheet
M. Arborist Report, Addendum Report, and Advanced Tree Inspection Report, prepared by HortScience Inc.
N. Draft TDM Plan
O. Correspondence
P. Hyperlink Middle Plaza at 500 El Camino Real Final Infill EIR - http://menlopark.org/500ECR-FINAL-EIR

Disclaimer

Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps, drawings and exhibits are available for public viewing at the Community Development Department.

Exhibits to Be Provided at Meeting

- Color and Materials Boards

Report prepared by:
Corinna Sandmeier, Associate Planner

Report reviewed by:
Mark Muenzer, Assistant Community Development Director

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Attachment A
Recommended Actions
Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real)

Environmental Review

1. Adopt a Resolution of the City Council of the City of Menlo Park Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Approving a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report for the Middle Plaza at 500 El Camino Real Project, Located at 300-550 El Camino Real (Attachment B)

Architectural Control

2. Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control for the Middle Plaza at 500 El Camino Real Project located at 300-550 El Camino Real (Attachment C)

Heritage Tree Removal Permits

3. Adopt a Resolution of the City Council of the City of Menlo Park Approving the Heritage Tree Removal Permits for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment D)

Below Market Rate (BMR) Housing Agreement

4. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment E)

Development Agreement

5. Introduce an Ordinance of the City Council of the City of Menlo Park Approving the Development Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 Camino Real (Attachment F)

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RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM, AND CERTIFYING THE FINAL INFILL ENVIRONMENTAL IMPACT REPORT FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300 EL CAMINO REAL, 350 EL CAMINO REAL, 444 EL CAMINO REAL, 550 EL CAMINO REAL, AND A PARCEL WITH NO ADDRESS

WHEREAS, Stanford University submitted an application to construct an infill project of approximately 458,967 square feet (sf) of mixed uses within five buildings (the "Project") in the City of Menlo Park ("City"); and

WHEREAS, the City released a Notice of Preparation ("NOP") and an Infill Environmental Checklist for the Project on June 22, 2016 for a 30-day public review period. The Infill Environmental Checklist determined that an Infill Environmental Impact Report ("Infill EIR") was required for the Project. Comments received by the City on the NOP were taken into account during preparation of the Draft Infill EIR; and

WHEREAS, the Draft Infill EIR and a Notice of Availability were released on February 28, 2017 for a 45-day review period that ended on April 13, 2017. The public review period included one Planning Commission public hearing on March 27, 2017. Comments on the Draft Infill EIR were received from six public agencies and 14 individuals. On August 11, 2017, the City published a Final Infill EIR document that included responses to comments. The Draft Infill EIR and the Final Infill EIR document together constitute the Final Infill EIR (also designated the "Infill EIR"); and

WHEREAS, the California Environmental Quality Act ("CEQA", Pub. Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project's environmental impacts and mitigation measures and, where significant and unavoidable impacts remain, a statement of the overriding considerations that, in the City's view, justify approval of the Project; and

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

WHEREAS, a duly and properly noticed public hearing was held before the Planning Commission on August 28, 2017; and

WHEREAS, the Planning Commission, having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council to certify the Final Infill EIR, to make the findings and take the actions required by CEQA, to adopt the mitigation measures identified in the Mitigation Monitoring and Reporting Program ("MMRP") and adopt the MMRP, and to adopt a Statement of Overriding Considerations identifying the benefits of the Project that outweigh its significant and unavoidable effects on the environment; and

WHEREAS, a duly and properly noticed public hearing was held before the City Council on September 26, 2017 at which the City Council fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter,.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby finds that the above recitals are true and correct, makes the following findings and takes the following actions with respect to the Final Infill EIR prepared for the Project:

I. INTRODUCTION

Stanford University ("Project Sponsor") is proposing to redevelop six parcels of land along the east side of El Camino Real into a mixed-use development. The Caltrain right-of-way is located to the east of the Project site. The Project site includes 300 El Camino Real (two parcels totaling 2.5 acres), 350 El Camino Real (0.9 acre), 444 El Camino Real (1.7 acres), 550 El Camino Real (1.6 acres), and a 1.7-acre parcel with no address, which add up to approximately 8.4 acres. These parcels generally consist of vacant and occupied commercial buildings as well as surface parking lots.

The Project would demolish the existing structures and construct up to 458,967 square feet (sf) of mixed uses at the Project site. The publicly accessible plaza at the Project site would be a minimum of 120 feet wide and approximately 0.5 acre in size. The five new buildings at the Project site would include approximately 277,000 sf of residential space (215 housing units), approximately 144,000 sf of non-medical office space, and approximately 10,000 sf of ground-floor retail/restaurant space. The Project would also provide approximately 930 parking spaces within underground parking garages and surface parking, which is a reduction in the required number of parking spaces, as recommended by a draft shared parking analysis that accounts for the proposed mixture of uses on the site.

The Project requires the following City approvals:

- **Environmental Review.** Certification of the Final Infill EIR, approval of findings, approval of the feasible and potentially feasible (but not infeasible) mitigation measures presented in the Infill EIR, approval of the MMRP, and approval of a statement of overriding considerations for significant and unavoidable impacts.
- **Architectural Control.** Architectural control approval of the design of the proposed buildings and site improvements.

- **Lot Line Adjustment/Lot Merger.** A lot line adjustment or lot merger to modify existing lot lines. (This is a ministerial approval that does not rely on the Infill EIR.)
- **Heritage Tree Removal Permits.** A heritage tree removal permit for each heritage tree proposed for removal per Municipal Code Section 13.24.040.
- **Below Market Rate Housing Agreement.** A Below Market Rate Housing Agreement for the Project's compliance with the City's Below Market Rate Housing Program, as outlined in Chapter 16.96 of the Municipal Code.
- **Development Agreement.** A Development Agreement with the City of Menlo Park to vest development approvals and specify a financial contribution to the City of Menlo Park that could be used for the design and, if approved, construction of a pedestrian/bicycle crossing at Middle Avenue.

II. PROJECT OBJECTIVE

The Project Sponsor identified and the City Council has determined that the Project has been designed to meet the following objective:

- Develop a mixed-use residential project on Stanford's auto dealership sites that is consistent with the vision, goals and policies of the El Camino Real/Downtown Specific Plan.

III. GENERAL FINDINGS AND OVERVIEW

A. Use of Infill EIR

The Project is an "infill project" as defined in CEQA Guidelines Section 15183.3(f)(1) because it is a residential, commercial, and retail project that meets the eligibility requirements of Guidelines Section 15183.3(b). It is eligible for the streamlining procedures provided by Guidelines Section 15183.3 because it meets the standards of Guidelines Section 15183.3(b) as discussed on pages 3-2 and 3-3 of the Draft Infill EIR. In particular, it is located on a previously developed site and satisfies the performance standards provided in Appendix M, as demonstrated on pp. 1-2 and 1-5 through 1-7 of the Infill Environmental Checklist. Furthermore, as discussed on p. 1-7 of the Infill Environmental Checklist, the Project site is within a Priority Development Area ("PDA") in the adopted Plan Bay Area, which is the Sustainable Communities Strategy ("SCS") for the Bay Area as required by Senate Bill 375. PDAs are areas where new development will support the needs of residents and workers in a pedestrian-friendly environment served by transit. Local jurisdictions, including the City of Menlo Park, defined the character of their PDAs according to existing conditions and future expectations as regional centers, city centers, suburban centers, and/or transit town centers. The El Camino Real/Downtown Specific Plan serves as the PDA that includes the Project site. Since the Project is consistent with the Specific Plan, it is also consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in the SCS.

Because the Project is an eligible infill project, it is exempt from CEQA if an impact was addressed as a significant effect in a prior EIR for a planning level decision or if uniformly applicable development standards or policies ("UADPS") substantially mitigate any environmental effects site not analyzed in the previous EIR. The Property is within the Specific Plan area, and the environmental effects of development in the Specific Plan area were previously addressed in the certified El Camino Real/Downtown Specific Plan EIR (the "Specific Plan EIR"). Therefore, the Infill Environmental Checklist was prepared to determine if potential impacts of the Project were addressed as a significant effect in the Specific Plan EIR and whether UADPS would substantially mitigate any environmental effects site not analyzed in the previous EIR. As described in the Infill Environmental Checklist, all environmental effects were determined to have been adequately addressed in the Specific Plan EIR or to have been mitigated by UADPS except for Transportation/Traffic, Air Quality (construction health risk), and Noise (vehicle traffic noise), which have been evaluated in the Infill EIR.

B. Procedural Background

Per Section 15183(d)(2)(C) of the CEQA Guidelines; if the infill project would result in new specific effects or more significant effects, and UADPS would not substantially mitigate such effects, those effects are subject to CEQA. With respect to those effects that are subject to CEQA, the lead agency shall prepare an Infill EIR if the written checklist shows that the effects of the infill project would be potentially significant. As concluded in the Infill Environmental Checklist for the Project, the Project would have effects that either have not been analyzed in the prior Specific Plan EIR, or are more significant than described in the prior EIR.

The Infill Environmental Checklist and Notice of Preparation ("NOP") for the Project were released on June 22, 2016, for a 30-day public review period. The NOP was sent to individuals, local interest groups, adjacent property owners, and responsible and trustee state and local agencies having jurisdiction over or interest in environmental resources and/or conditions in the vicinity of the Project site. The purpose of the NOP was to allow various private and public entities to transmit their concerns and comments on the scope and content of the Draft Infill EIR, focusing on specific information related to each individual's or group's interest or agency's statutory responsibility early in the environmental review process. The NOP noted that the Project may have a significant effect on the environment and that an Infill EIR would be prepared for the Project.

The Draft Infill EIR was made available for public and agency review on February 28, 2017. Copies of the Notice of Availability ("NOA") of the Draft EIR were mailed to public agencies (including the State Clearinghouse (SCH #2016062053), organizations, and individuals likely to be interested in the Project and its potential impacts. In addition, copies of the Draft Infill EIR were distributed to public agencies (including the State Clearinghouse). Copies of the Draft Infill EIR were made available at the Community Development Department, at the Menlo Park Library, and on the City's website.

A public comment session on the Draft Infill EIR was held before the Planning Commission on March 27, 2017. The CEQA-mandated 45-day public comment period for the Draft EIR ended on April 13, 2017. All comments on the Draft Infill EIR concerning environmental issues received during the public comment period were evaluated and responded to in writing by the City as the Lead Agency in accordance with Section 15088 of the CEQA Guidelines.

The comments on the Draft Infill EIR, changes to the Draft Infill EIR, and the written responses were incorporated into a Final Infill EIR document including Chapter 3, *Responses to Comments,* that was published on August 11, 2017. Copies of the Final Infill EIR document were made available at the Community Development Department, on the City's website, and at the Menlo Park Library. The Draft Infill EIR and the Final Infill EIR document together comprise the Final Infill EIR (or "Infill EIR").

A duly and properly noticed public hearing was scheduled before the Planning Commission of the City of Menlo Park on August 28, 2017, and the Planning Commission voted affirmatively to recommend to the City Council to find that the Final Infill EIR was prepared in compliance with CEQA and to recommend that findings be made as required by CEQA.

A duly and properly noticed public hearing was held before the City Council on September 26, 2017, where the Council considered the Final Infill EIR and the Project.

IV. CERTIFICATION OF FINAL INFILL ENVIRONMENTAL IMPACT REPORT

In accordance with CEQA Guidelines Section 15090, the City of Menlo Park, acting by and through its City Council hereby certifies that the Final Infill EIR has been completed in compliance with the CEQA and the CEQA Guidelines. The City further certifies that it has been presented with the Final Infill EIR and that it has reviewed and considered the information contained in the Final Infill EIR prior to approving the Project. The City further certifies that the Final Infill EIR reflects its independent judgment and analysis.

V. APPROVAL OF MITIGATION MEASURES AND MMRP

The City Council hereby adopts the feasible and potentially feasible (but not infeasible) mitigation measures set forth for the Project in the Final Infill EIR and the MMRP attached hereto as Exhibit A and incorporated herein by this reference.

VI. RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD

For purposes of CEQA and these findings, the record of proceedings consists of the following documents and testimony:

(a) The NOP, Infill Environmental Checklist, comments received on the NOP, and all other public notices issued by the City in conjunction with the Project;

(b) Draft Infill EIR released for public review in February 2017, associated appendices to the Draft Infill EIR, and technical materials cited in the document;

(c) All comments submitted by agencies or members of the public during the public comment period on the Draft Infill EIR;

(e) The Final Infill EIR for the Project, including comments received on the Draft Infill EIR, responses to those comments, text revisions to the Draft Infill EIR, appendices to the document, and technical materials cited in the document, as well as all comments and staff responses entered into the record orally or in writing between February 28, 2017 and April 13, 2017;

(f) The Mitigation Monitoring and Reporting Program for the Project;

(g) All non-draft or non-confidential reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project prepared by the City, or consultants to the City with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Project;

(h) All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the Project, up through the close of the public hearing on September 26, 2017;

(i) Any minutes or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;

(j) All matters of common knowledge to the Commission and Council, including, but not limited to:

(i) The Menlo Park General Plan and other applicable policies;
(ii) The El Camino Real/Downtown Specific Plan;
(iii) The Menlo Park Zoning Ordinance and other applicable ordinances;
(iv) Environmental documents related to the above documents;
(v) Information regarding the City's fiscal status; and
(vi) Applicable City policies and regulations; and

(k) Any other materials required for the record of proceedings by Public Resources Code Section 21167.6(e).

The documents described above comprising the record of proceedings are located in the Community Development Department, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. The custodian of these documents is the Community Development Director or his/her designee.

VII. FINDINGS

These findings are the City's findings ("Findings") pursuant to CEQA (Pub. Resources Code, §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) relating to the Project. The Findings provide the written analysis and conclusions of the City Council regarding the Project's environmental impacts, mitigation measures and alternatives that, in the City Council's view, justify approval of the Project. The Findings are based upon substantial evidence in the record. All feasible and potentially feasible (but not infeasible) mitigation measures listed below are included in the Mitigation Monitoring and Reporting Program ("MMRP") adopted by the City Council.

The feasible and potentially feasible (but not infeasible) mitigation measures proposed in the Infill EIR have been adopted and included in the MMRP, substantially in the form proposed in the Infill EIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures. The MMRP is expressly incorporated into the Project.

The findings and determinations in this Resolution are to be considered as an integrated whole and, whether or not any portion of this Resolution fails to cross-reference or incorporate by reference any other section of this Resolution, any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding in this Resolution is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures identified in this Resolution may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by a particular mitigation measure; however, any failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

VIII. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

The following findings regarding mitigation and significant and unavoidable impacts are limited to those impacts evaluated in the Infill EIR. The City Council hereby incorporates by reference the findings and statement of overriding considerations required by Sections 15091, 15092, 15093, and 15097 of the State EIR Guidelines and Sections 21081, 21081.5, and 21081.6 of CEQA prepared for the El Camino Real/Downtown Specific Plan, as set forth in detail by the City Council on June 5, 2012. Mitigation measures from the Specific Plan EIR, as contained in the Mitigation Monitoring and Reporting Plan

adopted for the Specific Plan, that are required to be implemented as part of the Project, have been incorporated into the MMRP adopted for the Project.

Based upon the EIR and the entire record, the City Council hereby makes the findings below.

A. TRANSPORTATION, CIRCULATION AND PARKING

Impact TRA-1: Impacts on Intersections under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project would result in increased peak-hour delays at eight intersections.

Mitigation Measure TRA-1.1: Implement Intersection Improvements to address Near-Term 2021 Plus Project Effects. Operations at several intersections could be improved by modifying the intersection geometry to provide additional capacity.

a. Middlefield Road/Marsh Road (#1)

Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second westbound left-turn lane and corresponding southbound receiving lane. The Project is required to contribute a fair share financial contribution of 1.6 percent of the cost of the improvement toward the improvements, which funds would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way.

Finding: The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)

Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization at the intersection. The Project is required to contribute a fair share financial contribution of 3.2 percent of the cost of the improvement toward the improvements, which funds would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and to modify the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way, one-lane road.

Finding: The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

c. Middlefield Road/Willow Road (#7)

Acceptable operations could be achieved at Middlefield Road/Willow Road by widening the southbound Middlefield Road approach to add an exclusive through lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure is consistent with the improvement measure noted in the City's transportation impact fees (TIF) program.

This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may still be required.

Finding: The enhancements to bicycle and pedestrian infrastructure may require acquisition of additional right-of-way that may not be feasible; therefore, the impact would be significant and unavoidable.

d. El Camino Real/College Avenue (#19)

Acceptable operations could be achieved at the intersection of El Camino Real/College Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from College Avenue to El Camino Real analyzed is no more than 40 vehicles in any peak hour, resulting in at most 5.5 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

e. El Camino Real/Partridge Avenue (#20)

Acceptable operations could be achieved at the intersection of El Camino Real/Partridge Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the

adjacent intersections and would affect traffic operations at neighboring traffic signals. From Partridge Avenue to El Camino Real, the right-turn volumes from Partridge Avenue under the near-term scenarios are about 50 vehicles in any peak hour, resulting in at most 3.2 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

f. El Camino Real/Harvard Avenue (#22)

Acceptable operations could be achieved at the intersection of El Camino Real/Harvard Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most about 70 vehicles during any peak hour, resulting in at most 3.9 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

g. El Camino Real/Creek Drive (#23)

Acceptable operations could be achieved at the intersection of El Camino Real/Creek Drive with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most 21 vehicles during any peak hour, resulting in at most 1.9 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore, the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its

implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

h. University Avenue/Middle Avenue (#31)

Acceptable operation could be achieved by modifying the intersection geometry to provide additional capacity by reconfiguring the southbound and eastbound approaches to have a left-turn lane and a shared through/right-turn lane. However, this measure would have secondary effects on the efforts to add bicycle lanes on University Avenue and Middle Avenue.

Finding: The mitigation is infeasible and contrary to City policy. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue; therefore, this impact would be significant and unavoidable.

Mitigation Measure TRA-1.2: A partial mitigation measure to reduce the impacts of the Project at several intersections under the Near-Term 2021 Plus Project conditions would be to implement a TDM program as required by Specific Plan Mitigation Measure TR-2. The proposed TDM program could reduce peak-hour and daily trip generation.

Finding: The TDM program could reduce the number of vehicular trips by three to 15 percent and reduce the intersection impacts; however, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, even at the maximum 15 percent reduction, the impact would be significant and unavoidable.

SUMMARY IMPACT TRA-1

Effects of Mitigation: Changes or alterations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of less-than-significant. Increases in traffic associated with the Project under near-term 2021 plus-Project conditions would result in increased peak-hour delays at eight intersections. Partial mitigation through TDM measures would reduce impacts.

Remaining Impacts: Intersection impacts would remain significant and unavoidable at several intersections because improvements are infeasible for specific reasons cited above or are within the responsibility and jurisdiction of another public agency.

Impact TRA-2: Impacts on Roadway Segments under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in increased ADT volumes on area roadway segments.

With the addition of Project-generated traffic, the following roadway segments are expected to experience an unacceptable increase in traffic volumes:

3. Ravenswood Avenue between Laurel Street and Middlefield Road

5. Middle Avenue between University Drive and El Camino Real

8. Cambridge Avenue between University Drive and El Camino Real

Mitigation Measure TRA-2.1: Implement Roadway Segment Improvements to Address Near-Term 2021 Plus Project Effects.

a. Middle Avenue between University Drive and El Camino Real (#5)

A mitigation measure to reduce the impact on this roadway segment would be to, at a minimum, implement a Class III bicycle facility (a bicycle route) on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. Alternatively, in the Specific Plan, a Class II bicycle facility (bicycle lanes) were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor will work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.

Finding: The identified improvements to bicycle routes on Middle Avenue could encourage bicycling and possibly reduce traffic volumes if drivers shift mode from personal vehicles to bicycles with the availability of additional bicycle routes. However, because the reduction cannot be quantified, and it is not anticipated that this would fully mitigate impacts on these segments by reducing trips to the extent that the impact would be less than significant, the impacts would be significant and unavoidable.

b. Transportation Demand Management

Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan.

Finding: The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, although reduced, would still be significant and unavoidable.

SUMMARY IMPACT TRA-2

Effects of Mitigation: Changes or alternations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of less-than-significant. The proposed improvements to bicycle routes to be funded or installed by the Project Sponsor and the proposed TDM program would partially mitigate the impact on roadway segments. However, impacts to traffic volumes at roadway segments 3, 5, and 8 would remain

significant and unavoidable because reductions in traffic due to improvements to bicycle routes cannot be quantified and because the reductions from the TDM program would not fully mitigate traffic volumes at roadway segments 3, 5, and 8.

Remaining Impacts: The Project-specific impacts to roadway segments 3, 5, and 8 would remain significant and unavoidable.

Impact TRA-3: Impacts on Routes of Regional Significance under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in significant impacts on several Routes of Regional Significance.

Mitigation Measure TRA-3.1: Implement Routes of Regional Significance Improvements to Address Near-Term 2021 Plus Project Effects. The mitigation measures below were considered to reduce impacts on Regional Routes of Significance.

Routes of Regional Significance could be widened to add travel lanes in the following segments:

- Willow Road – US 101 to Bayfront Expressway (eastbound)
- Bayfront Expressway – University Avenue to Willow Road (westbound)
- Bayfront Expressway – Willow Road to University Avenue (eastbound)

Finding: The improvements to Routes of Regional Significance are within the jurisdiction and responsibility of Caltrans, and their implementation cannot be guaranteed. Although adding a travel lane would increase capacity, constructing additional lanes is not a feasible mitigation measure because of right-of-way constraints. Therefore, impacts would remain significant and unavoidable.

Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Near-Term 2021 Plus Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, there would be impacts on these segments, although reduced, would still be significant. With a full 15 percent trip reduction, the TDM program would reduce the impact on eastbound Bayfront Expressway between Willow Road and University Avenue to a less-than-significant level. However, because the reduction cannot be quantified and the effectiveness of the TDM program is uncertain, impacts to all three of the Routes of Regional Significance would be significant and unavoidable.

SUMMARY IMPACT TRA-3

Effects of Mitigation: Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under near-term 2021 plus-Project conditions. However, impacts to Routes of Regional Significance would remain significant and unavoidable because these roadways are not under the jurisdiction of the City and because of right of way constraints. In addition, freeway improvement projects, which add travel lanes, are planned and funded on a regional scale and would be too costly for a single project to be expected to fund. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain.

Remaining Impacts: The Project-specific impacts on three portions of Routes of Regional Significance would remain significant and unavoidable.

Impact TRA-4: Impacts on Intersections under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections.

Mitigation Measure TRA-4.1: Implement Intersection Improvements to Reduce Cumulative 2040 Plus Project Effects. Operations at several intersections could be improved by modifying intersection geometry to provide additional capacity.

a. Middlefield Road/Marsh Road (#1)

Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second southbound and westbound left-turn lanes and corresponding receiving lanes. The Project is required to contribute a fair share financial contribution of 1.6 percent of the improvements' cost identified under the near-term scenario. In addition, the proportional share toward the additional southbound left-turn lane, which wasn't identified in the Specific Plan EIR mitigation measure, would be 1.1 percent under the cumulative scenario. The funds would be available to the Town of Atherton for a 5-year period.

Finding: Acquisition of additional right-of-way would be required. The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)

Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. The Project is required to pay the Supplemental Transportation Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year

period. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and to modify the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way, one-lane road.

Finding: The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

c. Middlefield Road/Ravenswood Avenue (#5)

Acceptable operations could be achieved at Middlefield Road/Ravenswood Avenue with the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure is specified in the City's transportation impact fees ("TIF") program and the Project Sponsor would pay traffic impact fees per the TIF schedule.

Additionally, this measure has potential effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a proportional share of 11.1 percent toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program.

Finding: The improvements to this intersection will require approval from the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

d. Middlefield Road/Willow Road (#7)

Impacts would be partially mitigated at Middlefield Road/Willow Road with the following improvements:

- Widening the eastbound Willow Road approach to provide an additional through lane.
- Widening the westbound Willow Road approach to provide an additional left-turn lane and re-striping the existing shared through/left-turn lane to a through-only lane.

- Widening the southbound Middlefield Road approach to include an exclusive through lane and re-striping the existing shared through/left-turn lane to a through-only lane.

The Project Sponsor would be responsible for implementation of the measure and paying traffic impact fees per the current TIF schedule.

This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with the CA-MUTCD. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may be required.

Finding: The enhancements to bicycle and pedestrian infrastructure may require acquisition of additional right-of-way that may not be feasible; therefore, the impact would be significant and unavoidable.

e. El Camino Real/Ravenswood Avenue-Menlo Avenue (#15)

Impacts would be partially mitigated at El Camino Real/Ravenswood Avenue-Menlo Avenue with the following improvements:

- Widening the eastbound Menlo Avenue approach to provide an exclusive left-turn lane,

- Widening the northbound El Camino Real approach to provide an additional through lane, and

- Re-striping the existing southbound El Camino Real right-turn lane to become a through/right-turn lane.

The Project Sponsor should pay traffic impact fees per the current TIF schedule.

Finding: This measure would have secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian

infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as installing warning signs and markings to comply with the CA-MUTCD. Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary impacts and right-of-way acquisition needs, it is considered infeasible. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Ravenswood Avenue-Menlo Avenue, and this impact remains significant and unavoidable.

f. El Camino Real/Live Oak Avenue (#16)

Acceptable operations could be achieved at the intersection of El Camino Real/Live Oak Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Live Oak Avenue to El Camino Real analyzed is no more than 90 vehicles during any peak hour, resulting in at most 5.5 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

g. El Camino Real/Middle Avenue (#18)

Acceptable operations could be achieved at El Camino Real/Middle Avenue with the following improvements:

- Widening the northbound El Camino Real approach to provide an additional left-turn lane.

- Providing an exclusive southbound right-turn lane.

The Project Sponsor should pay traffic impact fees per the current TIF schedule.

Finding: This measure would have secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. In addition, this intersection would connect to a future grade separated crossing of the Caltrain tracks along the Project site's eastern boundary. The Project should include enhancements to the bicycle and pedestrian infrastructure at this intersection. The enhancements may include modifications to signal timing and phasing, bicycle

boxes, and other markings that comply with the CA-MUTCD. Furthermore, the length available in the existing median is limited by a corresponding northbound left-turn lane into the Safeway Shopping Center parking lot. The Project would be required to evaluate whether adjustments can be made to the Safeway Shopping Center northbound left-turn lane to provide more storage for the southbound left-turn lane.

Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary impacts and right-of-way acquisition needs, it is considered infeasible. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue; therefore, the impact would be significant and unavoidable.

h. El Camino Real/College Avenue (#19)

Acceptable operations could be achieved at the intersection of El Camino Real/College Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from College Avenue to El Camino Real analyzed is no more than 50 vehicles during any peak hour, resulting in at most 9.2 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

i. El Camino Real/Partridge Avenue (#20)

Acceptable operations could be achieved at the intersection of El Camino Real/Partridge Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Partridge Avenue to El Camino Real analyzed is no more than 53 vehicles during any peak hour, resulting in at most 5.4 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

j. El Camino Real/Harvard Avenue (#22)

Acceptable operations could be achieved at the intersection of El Camino Real/Harvard Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most 72 trips, resulting in at most 8.2 seconds of increased delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

k. El Camino Real/Creek Drive (#23)

Acceptable operations could be achieved at the intersection of El Camino Real/Creek Drive with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Creek Drive to El Camino Real analyzed is at most 23 vehicles, resulting in at most 2.9 seconds of increased delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

l. University Avenue/Middle Avenue (#31)

Acceptable operation could be achieved by modifying the intersection geometry to provide additional capacity by reconfiguring the southbound and eastbound approaches to have a left-turn lane and a shared through/right-turn lane.

Finding: This measure would have secondary effects on the efforts to add bicycle lanes on University Avenue and Middle Avenue. Namely provide a connected bicycle network from the neighborhood communities west of El Camino Real to the Caltrain station through the planned grade separated crossing at Middle Avenue and El Camino Real intersection. Therefore, this mitigation would be contrary to City policy. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue. Therefore, the impact would be significant and unavoidable.

Mitigation Measure TRA-4.2: Implement Transportation Demand Management Program to Partially Reduce Cumulative 2040 Plus Project Effects. The proposed TDM program could reduce peak-hour and daily trip generation.

Finding: Although the TDM program could reduce the number of vehicular trips by three to 15 percent and reduce the intersection impacts, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, the maximum 15 percent would not be enough to reduce impacts to a less-than-significant level. Therefore, the impacts would be significant and unavoidable to intersections 1, 3, 5, 7, 15, 16, 18, 19, 20, 22, 23, and 31 in the cumulative 2040 Plus Project conditions.

SUMMARY IMPACT TRA-4

Effects of Mitigation: Changes or alterations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of less-than-significant. Increases in traffic associated with the Project under cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections. Intersection impacts would remain significant and unavoidable because improvements would require obtaining additional rights-of-way, would violate existing City/town policies, or would be outside the City's jurisdiction. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain. Partial mitigation measures (TRA-4.2) would reduce impacts, but full mitigation is either infeasible (eight intersections) or only potentially feasible (four intersections).

Remaining Impacts: The Project's contributions to significant cumulative impacts could remain significant and unavoidable at four intersections and would remain significant and unavoidable at eight intersections.

Impact TRA-5: Impacts on Roadway Segments under Cumulative 2040 Plus Project conditions. Increases in traffic associated with the Project under the Cumulative 2040 Plus Project conditions would result in increased daily traffic volumes on area roadway segments.

With the addition of Project-generated traffic, the following roadway segments would be expected to experience unacceptable increases in traffic volumes:

2. Middlefield Road between Ravenswood Avenue and Ringwood Avenue

3. Ravenswood Avenue between Laurel Street and Middlefield Road

5. Middle Avenue between University Drive and El Camino Real

8. Cambridge Avenue between University Drive and El Camino Real

Mitigation Measure TRA-5.1: Implement Roadway Segment Improvements to Address Cumulative 2040 plus-Project Effects.

a. Middle Avenue between University Drive and El Camino Real (#5)

A mitigation measure to reduce the impact on this roadway segment, at a minimum, would be to implement a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. In the Specific Plan, Class II bicycle facility, bike lanes, were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor shall work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.

Finding: The identified bicycle route improvements on Middle Avenue could encourage bicycling and possibly reduce traffic volumes if drivers shift from personal vehicles to bicycles given the availability of additional bicycle routes. However, because the effectiveness of the TDM program cannot be reliably predicted, and it is not anticipated that this would fully mitigate impacts on these segments, the impacts would be significant and unavoidable.

b. Transportation Demand Management

Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan.

Finding: The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, although reduced, would still remain significant and unavoidable.

SUMMARY IMPACT TRA-5

Effects of Mitigation: Changes or alterations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of insignificance. The proposed improvements to bicycle routes to be funded or installed by the Project Sponsor and the proposed TDM program would partially mitigate the impact on roadway segments. However, impacts to traffic volumes at roadway segments 2, 3, 5, and 8 would remain significant and unavoidable because reductions in traffic due to improvements to bicycle routes cannot be quantified and because the

reductions from the TDM program would not fully mitigate traffic volumes at roadway segments 2, 3, 5, and 8.

Remaining Impacts: The cumulative impacts on the local roadway segments described above would remain significant and unavoidable.

Impact TRA-6: Impacts on Routes of Regional Significance under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions would result in significant impacts on several Routes of Regional Significance.

Mitigation Measure TRA-6.1: Implement Routes of Regional Significance Improvements to Address Cumulative 2040 Plus Project Effects. Routes of Regional Significance could be widened to add travel lanes at the following locations:

- Willow Road – US 101 to Bayfront Expressway (eastbound)
- Willow Road – Bayfront Expressway to US 101 (westbound)
- Bayfront Expressway – University Avenue to Willow Road (westbound)
- Bayfront Expressway – Willow Road to University Avenue (eastbound)

Finding: The improvements to Routes of Regional Significance are within the jurisdiction and responsibility of Caltrans, and their implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. Although adding a travel lane would increase capacity, constructing additional lanes is not a feasible mitigation measure because of right-of-way constraints. Therefore, impacts would be significant and unavoidable.

The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, impacts on three of the four segments, although reduced, would still be significant. With a full 15 percent trip reduction, the TDM program would reduce the impact on eastbound Bayfront Expressway between Willow Road and University Avenue to a less-than-significant level. However, because the reduction cannot be quantified and the effectiveness of the TDM program is uncertain, impacts to all four of the Routes of Regional Significance would be significant and unavoidable.

SUMMARY IMPACT TRA-6

Effects of Mitigation: Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under Cumulative 2040 Plus Project conditions. However, impacts to Routes of Regional Significance would remain significant and unavoidable because these roadways are not under the jurisdiction of the City. In addition, freeway

improvement projects, which add travel lanes, are planned and funded on a regional scale and would be too costly for a single project to be expected to fund. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain.

Remaining Impacts: The cumulative impacts on the four Routes of Regional Significance would remain significant and unavoidable.

Impact TRA-9: Impacts on Ravenswood Avenue railroad crossings. The Project would result in added traffic to railroad crossings.

Mitigation Measure TRA-9.1: Contribute to design of the Ravenswood Avenue Grade Separation project to address Near-Term 2020 Plus Project and Cumulative 2040 Plus Project Effects. The amount and/or percentage of the contribution shall be determined by Public Works Director.

Grade separation of the railroad tracks and Ravenswood Avenue would eliminate any queuing on the railroad tracks and the gate downtime, which affects traffic patterns and creates delays when trains are approaching or waiting in the station. The City is currently in the process of reviewing three design alternatives as part of the Ravenswood Avenue Railroad Crossing Study.

The Project Sponsor will be providing a financial contribution for the Middle Avenue grade separated crossing as part of a Development Agreement as described in TRA-4, which would provide an improved pedestrian and bicycle crossing and encourage alternative modes and potentially reduce vehicle demand at the Ravenswood Avenue railroad grade crossing. If any grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development but a proportional contribution to the design phase would be warranted.

Finding: Since the timing and funding of the grade separation project is not certain, this impact would be significant and unavoidable.

SUMMARY IMPACT TRA-9

Effects of Mitigation: Mitigation, including grade separation at Ravenswood Avenue could be implemented to reduce impacts.

Remaining Impacts: The Existing Plus Project impacts to congestion at the railroad crossings would remain significant and unavoidable.

IX. FINDINGS FOR SIGNIFICANT IMPACTS AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

The mitigation measures associated with the Specific Plan EIR have already been adopted by City Council in those findings dated June 5, 2012. Mitigation measures from the Specific Plan EIR that would result in less-than-significant impacts with mitigation and would apply to the Project include: AIR-1a, AIR-1b, AIR-5, AIR-7, BIO-1a, BIO-1b, BIO-3a, BIO-3b, BIO-5a, BIO-5b, BIO-5c, CUL-1, CUL-2a, CUL-2b, CUL-3, CUL-4, GHG-1, HAZ-1, HAZ-3, NOI-1a, NOI-1b, NOI-1c, NOI-3, and NOI-4. These are included in the MMRP for the Project. Mitigation measures that would reduce impacts are limited to those identified in the Specific Plan EIR. Except as to Transportation/Traffic, the Infill EIR does not identify any new mitigation measures beyond those from the Specific Plan EIR.

X. MITIGATION OF POTENTIALLY SIGNIFICANT EFFECTS BY UNIFORMLY APPLICABLE DEVELOPMENT STANDARDS

The Infill Environmental Checklist provides substantial evidence that UADPS would mitigate impacts in several resource areas. These policies and standards include Specific Plan policies as well as city ordinances, resolutions, guidelines, and other adopted policies. As required by Guidelines Section 15183.3(d)(2)(D), the following list outlines which potentially significant effects associated with the Project have been substantially mitigated by UADPS and provides a brief explanation of the rationale for the finding. The Infill Environmental Checklist provides substantial evidence for the finding in each of the resource areas.

- **Biological Resources**
  - Checklist Topic: Conflict with any local policies or ordinances protecting biological resources
  - Applicable UADPS:
    - Specific Plan Design Guideline D.5.17
    - Menlo Park Municipal Code Chapter 13.24 Heritage Trees
    - City's Building Division "Tree Protection Specification" measures
  - *Finding*: The policies and standards call for retention of trees, guidelines for landscaping, protection of heritage trees, and protect heritage trees from construction. Compliance with these policies and standards assures there would be less-than-significant impacts related to compliance with policies protecting biological resources.

- **Hydrology and Water Quality**
  - Checklist Topic: Water quality standards
  - Applicable UADPS:
    - Construction General Permit Order 2009-0009 DWQ (Construction General Permit or General Permit)
    - Stormwater Pollution Prevent Plan (SWPPP)

- Waste Discharge Requirements/NPDES permit
- City Engineering Division Grading and Drainage (G&D) Permit
- Specific Plan Guidelines D.4.09, D.5.20, D.6.03, and D.6.04

o *Finding*: These policies and standards regulate construction-related stormwater discharges, regulate stormwater quality best management practices (BMPs) to prevent erosion and transport of polluted runoff and sediment during construction, keep sediment-laden water on site, completing grading activities during dry months, providing temporary sediment basins and traps, and/or utilizing temporary silt fences or straw rolls. Compliance with these policies and standards will ensure that impacts to water quality would be less than significant.

o Checklist Topic: Substantially alter existing drainage

o Applicable UADPS:

- SWPPP
- NPDES requirements
- Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13

o *Finding*: Adherence to stormwater management requirements would ensure that construction and operation of the Project would not result in substantial erosion or siltation. The Project would not have a direct effect on the course of a stream or river as there are no streams or rivers present at the Project site. Compliance with these policies and standards ensures impacts to drainage would be less than significant.

o Checklist Topic: Create or contribute runoff that would exceed capacity of existing systems

o Applicable UADPS:

- Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13
- NPDES requirements

o *Finding*: The Project would increase onsite stormwater infiltration by providing biotreatment areas and implementing the Specific Plan guidelines, thereby reducing stormwater loads to the City's drainage system. As such, the Project would not exceed the capacity of the City's stormwater system and would not contribute substantial new sources of polluted runoff, resulting in a less-than-significant impact.

- **Land Use and Planning**

o Checklist Topic: Physically divide an established community

o Applicable UADPS:

- Specific Plan Guidelines: E.3.4.3.01 and E.3.4.2.02

o *Finding*: With these massing controls, the visual perception from the ground level would be reduced and façade heights would be similar to existing two-

and three-story buildings in the vicinity of the Project site. Because the proposed building heights and massing controls would result in buildings relatively compatible with the surrounding existing buildings, the Project would not create physical or visual barriers, resulting in less-than-significant impacts.

- o Checklist Topic: Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect
- o Applicable UADPS:
  - Specific Plan 5 Guiding Principles (1) enhance public space; (2) generate vibrancy; (3) sustain Menlo Park's village character; (4) enhance connectivity; and (5) promote healthy living and sustainability.
  - Specific Plan Guidelines (various)
  - Zoning
- o *Finding*: The General Plan designates the Project site as "El Camino Real/Downtown Specific Plan," which requires that the Project conform to the policies of the Specific Plan. The site's zoning is also "El Camino Real/Downtown Specific Plan." Through provision of public spaces; developing underutilized project site; height, massing, and appearance consistent with Specific Plan development standards; promotion of connectivity from the east of the Caltrain corridor to El Camino Real and downtown; extension of Garwood Way; and encouraging transit, the Project is consistent with the guiding principles of the Specific Plan. As such, no conflicts with applicable land use plans or policies would result and impacts would be less than significant.

- **Utilities and Service Systems**
  - o Checklist Topic: Construction of new stormwater drainage facilities, the construction of which would cause significant environmental effects
  - o Applicable UADPS:
    - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13
  - o *Finding*: Compliance with applicable stormwater management requirements and Specific Plan guidelines, and implementation of a landscaping plan designed to provide stormwater treatment areas, would ensure that the Project would not significantly increase stormwater drainage from the Project site. As such, the Project would not require the construction of new stormwater drainage facilities or the expansion of existing facilities, resulting in a less-than-significant impact.

XI. FINDINGS REGARDING ALTERNATIVES

Because the Project is an infill project under Section 21094.5 of the CEQA Guidelines, the Infill EIR is not required to consider project alternatives that would change the location, densities, or building intensities of the Project. Because any alternative to the Project that could reduce its environmental impacts would change the Project location, densities, or building intensities, project alternatives are not analyzed in the Infill EIR.

XII. STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO THE PROJECT FINDINGS

The City Council adopts and makes the following Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project. After review of the entire administrative record, the City Council finds that, pursuant to CEQA section 21081(b) and CEQA Guidelines section 15093, specific economic, legal, social, technological and other benefits of the Project outweigh the Project's unavoidable adverse impacts and the City Council finds that the significant and unavoidable adverse impacts are acceptable in light of the Project's benefits.

As stated above, the City Council further adopts and incorporates by reference the statement of Overriding Considerations for the El Camino Real/Downtown Specific Plan, which found that the benefits of Specific Plan implementation outweighed significant and unavoidable impacts to air quality, greenhouse gas emissions and traffic noise, as well as transportation impacts. The Project implements the Specific Plan and therefore contributes both to these significant unavoidable impacts and to the overriding benefits described in the Statement of Overriding Considerations for the Specific Plan.

A. Significant Unavoidable Impacts

With respect to the foregoing findings and in recognition of those facts that are included in the entire administrative record, the City has determined that the Project would result in significant unavoidable transportation impacts, as described in Section VI of these Findings.

The City hereby finds that, where possible, changes or alterations have been required in or incorporated into the Project that substantially lessen the significant environmental effects identified in the Infill EIR. The Project and the MMRP incorporate all feasible mitigation measures to reduce potential environmental impacts to the greatest extent feasible. The City further finds that there are no additional feasible mitigation measures that could be imposed or adopted to eliminate the significant and unavoidable impacts listed above. These impacts could not be reduced to a less-than-significant level by feasible changes or mitigation measures. In particular:

- The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project, as described above.
- All feasible mitigation measures recommended in the Infill EIR have been incorporated into the Project and will be implemented through the MMRP.

B. Overriding Considerations

The City Council has carefully balanced the benefits of the Project against any adverse impacts identified in the Infill EIR that could not be feasibly mitigated to a level of insignificance. The City Council finds that each of the specific environmental, economic, fiscal, social, housing and other overriding considerations set forth below constitutes a separate and independent ground for a finding that the benefits of the Project outweigh its significant adverse environmental impacts and is an overriding consideration warranting approval of the Project. The City Council specifically adopts and makes this Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project and the anticipated benefits of the Project.

In accordance with CEQA Guidelines Section 15093, the City has, in determining whether or not to approve the Project, balanced the economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits of the Project against these unavoidable environmental risks, and has found that the benefits of the Project outweigh the unavoidable adverse environmental effects. The following statements specify the reasons why, in the City's judgment, the benefits of the Project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason is sufficient to justify approval of the project.

Substantial evidence in the record demonstrates the City would derive the following substantial public benefits from adoption and implementation of the Project:

(1) Economic Benefits

- The Project would redevelop an underutilized site that currently contains vacant parcels with a sustainable, high-quality residential/office/retail/restaurant development.

(2) Social Benefits

- The Project would lead to the redevelopment of an underutilized site served by existing transportation and utility infrastructure.
- The Project would meet the City’s land use planning goals and development strategies for the Specific Plan Area, and promote pedestrian and bicyclist connections by creating on-site and off-site pedestrian and bicycle amenities, and improving connections to off-site pedestrian, bicycle, and transit networks.
- The Project would improve the overall aesthetic and visual quality of the Specific Plan area.

(3) Transportation and Infrastructure Benefits

- The Project would complete the fourth leg of the signalized Middle Avenue intersection and upgrade the fourth leg of the signalized Cambridge Avenue intersection.
- The Project would add a southbound left-turn lane to the leg at the Middle Avenue intersection.
- The Project, through the Development Agreement, would make a financial contribution to the City of Menlo Park towards the design and construction of pedestrian/bicycle crossing improvements.

(4) Housing Benefits

- The Project would include the development of 215 dwelling units in an area that is rich in existing services and transportation options.
- The Project would add new below-market rate housing units to help meet the affordable housing needs identified in the City's Housing Element.

(5) Local Community Benefits

- The Project would include a publicly-accessible plaza at Middle Avenue as well as three small outdoor amenity areas along the El Camino Real frontage

(6) Region-wide or Statewide Environmental Benefits

- The Project would provide sustainable buildings constructed to meet LEED® Silver design standards.
- The Project would offer both residential and job opportunities in proximity to major transit stops.

XIII. MODIFICATIONS TO PROJECT

Subsequent to preparation of the Draft Infill EIR and prior to certification of the Final Infill EIR, the Project Sponsor updated a number of technical reports and provided a number of new technical reports. Provided below is a list of the updated and new technical reports:

- Hydrology Report and Calculations for 500 El Camino Real, Menlo Park, California, July 2017;
- Storm Water Management Plan for 500 El Camino Real, Menlo Park, California, July 2017;
- 500 El Camino Real Redevelopment Draft Transportation Demand Management Plan, July 14, 2017;
- 500 El Camino Real – Updated Shared Parking Analysis, July 14, 2017;

- Cultural Resources Assessment Report, Stanford Middle Plaza at 500 El Camino Real, Menlo Park, California, May 2017;
- Historic Resource Evaluation, 300, 350, 444, and 550 El Camino Real, Menlo Park, California, August 7, 2017;
- Revised Site Management Plan, Stanford Redevelopment Project, 300-550 El Camino Real, Menlo Park, California, May 25, 2017; and
- Arborist Report, 300-550 El Camino Real, Menlo Park, CA, May 19, 2017.

The updates make at most minor modifications to facts described in the Infill Environmental Checklist and the Draft Infill EIR; thus, recirculation of the Draft Infill EIR is not required. There are no changes in the Project or the circumstances under which the Project is being undertaken that necessitate revisions to the Final Infill EIR, nor has significant new information become available.

XIV. 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, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
AIR QUALITY				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact AIR-1: Implementation of the Project would result in increased long-term emissions of criteria pollutants associated with construction activities that could contribute substantially to an air quality violation.				
Mitigation Measure AIR-1a : During construction of individual projects under the Specific Plan, project applicants shall require he construction contractor(s) to implement the following measures required as part of Bay Area Air Quality Management District's (BAAQMD) basic dust control procedures required for construction sites. For projects for which construction emissions exceed one or more of the applicable BAAQMD hresholds, additional measures shall be required as indicated in the list following the Basic Controls.		Measures shown on construction documents and ongoing during demolition, excavation and construction.	Project Sponsor and contractor(s)	PW/CDD
Basic Controls that Apply to All Construction Sites				
1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.	Exposed surfaces shall be watered twice daily.			
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.	Trucks carrying demolition debris shall be covered.			
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.	Dirt carried from construction areas shall be cleaned daily.			
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.	Speed limit on unpaved roads shall be 15 mph.			
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.	Roadways, driveways, sidewalks and building pads shall be laid as soon as possible after grading.			
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.	Idling times shall be minimized to 5 minutes or less; Signage posted at all access points.			
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.	Construction equipment shall be properly tuned and maintained.			
8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Signage will be posted with the appropriate contact information regarding dust complaints.			
Additional Measures for Development Projects that Exceed Significance Criteria				
1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.	Water exposed surfaces to maintain minimum soil moisture of 12 percent.			
2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.	Halt excavation, grading and demoli ion when wind is over 20 mph.			
3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.	Install wind breaks on the windward side(s) of disturbed construction areas.			
4. Vegeta ive ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.	Vegetative ground cover shall be planted in disturbed areas as soon as possible.			
5. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.	Ground-disturbing construction activities shall not occur simultaneously.			
6. All trucks and equipment, including their tires, shall be washed off prior to leaving he site.	Trucks and equipment shall be washed before exiting the site.			
7. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel.	Cover site access roads.			
8. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.	Erosion control measures shall be used.			
9. Minimizing the idling time of diesel powered construction equipment to two minutes.	Idling time of diesel powered equipment will not exceed two minutes.			

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
10. The project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent nitrogen oxides reduction and 45 percent particulate matter reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. 11. Use low volatile organic compound (VOC) (i.e., reactive organic gases) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings). 12. Requiring that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of nitrogen oxides and particulate matter. 13. Requiring all contractors use equipment that meets the California Air Resources Board's most recent cer ification standard for off-road heavy duty diesel engines.	Plan developed that demonstrates emissions from use of off-road equipment during construction will be reduced as specified. Low VOC coatings shall be used. Require Best Available Control Technology for all construction equipment, diesel trucks, and generators. Equipment shall meet standards for off-road heavy duty diesel engines.			
Mitigation Measure AIR-1b: Each applicant for development projects to be implemented under the Specific Plan for projects that exceed the BAAQMD screening criteria shall develop an Exhaust Emissions Control Plan outlining how construction exhaust emissions will be controlled during construction activities. These plans shall be submitted to the City for review and approval and shall be distributed to all employees and construction contractors prior to commencement of construction activities. The plan shall describe all feasible control measures that will be implemented during construction activities. Feasible control measures may include, but not be limited to, those identified in Mitigation Measure AIR-1a.	Require an Exhaust Emissions Control Plan of each applicant with projects that exceed BAAQMD screening criteria.	Plan approved by City prior to building permit issuance; Measures shown on plans, construction documents and specification and ongoing during construction.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact AIR-2: Implementation of the Specific Plan would result in increased long-term emissions of criteria pollutants from increased vehicle traffic and on-site area sources that would contribute substantially to an air quality violation.				
Mitigation Measure TR-2 : see below.	Update the submitted Transportation Demand Management program.	Submit draft TDM program consistent with Infill EIR with First Structure Above Podium (FSAP) building permit. City approval required before occupancy of the first building. Implementation throughout project occupancy.	Project Sponsor	PW/CDD
IMPACT BEING ADDRESSED: Impact AIR-5: Implementation of the Project would locate sensitive receptors in an area of elevated concentrations of toxic air contaminants associated with roadway traffic which may lead to considerable adverse health effects.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure AIR-5: The Mitigation Monitoring and Reporting Program shall require that all developments that include sensitive receptors such as residential units that would be located within 200 feet of the edge of El Camino Real or wi hin 100 feet of the edge of Ravenswood Avenue, Oak Grove Avenue east of El Camino Real, or Santa Cruz Avenue west of University Avenue shall undergo, prior to project approval, a screening-level health risk analysis to determine if cancer risk, hazard index, and/or PM2.5 concentration would exceed BAAQMD thresholds. If one or more hresholds would be exceeded at the site of the subsequent project, the project (or portion of the project containing sensi ive receptors, in the case of a mixed-use project) shall be equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of 14 or higher. The ventila ion system shall be designed by an engineer cer ified by the American Society of Heating, Refrigeration and Air-Conditioning Engineers, who shall provide a written report documenting that the system reduces interior health risks to less than 10 in one million, or less than any other threshold of significance adopted by BAAQMD or the City for health risks. The project sponsor shall present a plan to ensure ongoing maintenance of ventilation and filtration systems and shall ensure the disclosure to buyers and/or renters regarding the findings of the analysis and inform occupants as to proper use of any installed air filtra ion. Alterna ively, if the project applicant can prove at the time of development hat health risks at new residences due to DPM (and other TACs, if applicable) would be less than 10 in one million, or less han any o her threshold of significance adopted by BAAQMD for heal h risks, or that alternative mitigation measures reduce health risks below any other City-adopted threshold of significance, such filtration shall not be required.	A screening-level health risk analysis shall be prepared. If one or more thresholds are exceeded, a filtra ion system shall be installed; Certified engineer to provide report documenting that system reduces health risks Plan developed for ongoing maintenance and disclosure to buyers and/renters.	Simultaneous with a building permit submittal for residential building.	Project Sponsor	CDD
IMPACT BEING ADDRESSED: Impact AIR-7: Implementation of the Project would expose sensitive receptors to elevated concentrations of Toxic Air Contaminants (TACs) associated with Caltrain operations which may lead to considerable adverse health effects.				
Mitigation Measure AIR-7: The Mitigation Monitoring and Reporting Program shall require hat all developments that include sensitive receptors such as residential units that would be located within approximately 1,095 feet of the edge of the Caltrain right-of-way shall undergo, prior to project approval, a screening-level health risk analysis to determine if cancer risk, hazard index, and/or PM2.5 concentration would exceed BAAQMD thresholds. If one or more thresholds would be exceeded at the site of he subsequent project, the project (or portion of the project containing sensitive receptors, in the case of a mixed-use project) shall be equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of 14 or higher. The ventilation system shall be designed by an engineer certified by the American Society of Heating, Refrigeration and Air-Conditioning Engineers, who shall provide a written report documenting that he system reduces interior health risks to less than 10 in one million, or less than any other threshold of significance adopted by BAAQMD or the City for heal h risks. The project sponsor shall present a plan to ensure ongoing maintenance of ventilation and filtration systems and shall ensure the disclosure to buyers and/or renters regarding the findings of the analysis and inform occupants as to proper use of any installed air filtra ion. Alterna ively, if the project applicant can prove at the time of development that health risks at new residences due to DPM (and other TACs, if applicable) would be less than 10 in one million, or less than any other threshold of significance adopted by BAAQMD for health risks, or that alternative mitigation measures reduce health risks below any other City-adopted threshold of significance, such filtration shall not be required.	A health risk analysis shall be prepared. If one or more thresholds are exceeded, a filtra ion system shall be installed; Certified engineer to provide report documenting that system reduces health risks Plan developed for ongoing maintenance and disclosure to buyers and/renters.	Simultaneous with a building permit submittal for residential building.	Project Sponsor	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
BIOLOGICAL RESOURCES				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact BIO-1: The Project could result in the take of special-status birds or their nests				
Mitigation Measure BIO-1a: Pre-Construction Special-Status Avian Surveys. No more than two weeks in advance of any tree or shrub pruning, removal, or ground-disturbing activity that will commence during the breeding season (February 1 through August 31), a qualified wildlife biologist will conduct pre-construction surveys of all potential special-status bird nesting habitat in the vicinity of the planned activity. Pre-construction surveys are not required for construction activities scheduled to occur during the non-breeding season (August 31 through January 31). Construction activities commencing during the non-breeding season and continuing into the breeding season do not require surveys (as it is assumed that any breeding birds taking up nests would be acclimated to project-related activities already under way). Nests initiated during construction activities would be presumed to be unaffected by the activity, and a buffer zone around such nests would not be necessary. However, a nest initiated during construction cannot be moved or altered. ***If pre-construction surveys indicate that no nests of special-status birds are present or that nests are inactive or potential habitat is unoccupied:*** no further mitigation is required. ***If active nests of special-status birds are found during the surveys:*** implement Mitiga ion Measure BIO-1b.	A nesting bird survey shall be prepared if tree or shrub pruning, removal or ground-disturbing activity will commence between February 1 hrough August 31.	Prior to tree or shrub pruning or removal, any ground disturbing activity and/or issuance of demolition, grading or building permits.	Qualified wildlife biologist retained by Project Sponsor	CDD
Mitigation Measure BIO-1b: Avoidance of active nests. If active nests of special-status birds or other birds are found during surveys, the results of the surveys would be discussed with the California Department of Fish and Wildlife and avoidance procedures will be adopted, if necessary, on a case-by- case basis. In the event that a special-status bird or protected nest is found, construction would be stopped un il either the bird leaves the area or avoidance measures are adopted. Avoidance measures can include construction buffer areas (up to several hundred feet in the case of raptors), relocation of birds, or seasonal avoidance. If buffers are created, a no disturbance zone will be created around active nests during he breeding season or until a qualified biologist determines that all young have fledged. The size of the buffer zones and types of construction ac ivities restricted will take into account factors such as the following: 1. Noise and human disturbance levels at the Plan area and the nesting site at the time of the survey and the noise and disturbance expected during he construction activity; 2. Distance and amount of vegeta ion or other screening between the Plan area and the nest; and 3. Sensitivity of individual nesting species and behaviors of the nes ing birds.	If active nests are found during survey, the results will be discussed with the California Department of Fish and Wildlife and avoidance procedures adopted. Halt construction if a special-status bird or protected nest is found until the bird leaves the area or avoidance measures are adopted.	Prior to tree or shrub pruning or removal, any ground-disturbing activities and/or issuance of demolition, grading or building permits.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact BIO-3: Impacts to migratory or breeding special-status birds another special-status species due to lighting conditions.				
Mitigation Measure BIO-3a: Reduce building lighting from exterior sources. a) Minimize amount and visual impact of perimeter lighting and façade up-lighting and avoid up-lighting of rooftop antennae and other tall equipment, as well as of any decorative features; b) Installing motion-sensor lighting; c) Utilize minimum wattage fixtures to achieve required lighting levels; d) Comply with federal aviation safety regulations for large buildings by installing minimum intensity white strobe lighting with a three-second flash interval instead of continuous flood lighting, rotating lights, or red lighting; e) Use cutoff shields on stree light and external lights to prevent upwards ligh ing.	Reduce building lighting from exterior sources.	Prior to building permit issuance and ongoing.	Project sponsor(s) and contractor(s)	CDD
Mitigation Measure BIO-3b: Reduce building lighting from interior sources. a) Dim lights in lobbies, perimeter circulation areas, and atria; b) Turn off all unnecessary lighting by 11pm thorough sunrise, especially during peak migration periods (mid-March to early June and late August through late October); c) Use gradual or staggered switching to progressively turn on building lights at sunrise. d) Utilize automatic controls (motion sensors, photo-sensors, etc.) to shut off lights in the evening when no one is present; e) Encourage the use of localized task lighting to reduce the need for more extensive overhead lighting; f) Schedule nightly maintenance to conclude by 11 p.m.; g) Educate building users about the dangers of night lighting to birds.	Reduce building lighting from interior sources.	Prior to building permit issuance and ongoing.	Project sponsor(s) and contractor(s)	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Impact BIO-5: The Project could result in the take of special-status bat species.				
Mitigation Measure BIO-5a: Preconstruction surveys. Potential direct and indirect disturbances to special-status bats will be identified by locating colonies and instituting protective measures prior to construction of any subsequent development project. No more than two weeks in advance of tree removal or structural alterations to buildings with closed areas such as attics, a qualified bat biologist (e.g., a biologist holding a California Department of Fish and Game collection permit and a Memorandum of Understanding with the California Department of Fish and Game allowing the biologist to handle and collect bats) shall conduct pre-construction surveys for potential bats in the vicinity of the planned activity. A qualified biologist will survey buildings and trees (over 12 inches in diameter at 4.5-foot height) scheduled for demolition to assess whether these structures are occupied by bats. No activities that would result in disturbance to active roosts will proceed prior to the completed surveys. If bats are discovered during construction, any and all construction activities that threaten individuals, roosts, or hibernacula will be stopped until surveys can be completed by a qualified bat biologist and proper mitiga ion measures implemented. ***If no active roosts present:*** no further action is warranted. ***If roosts or hibernacula are present:*** implement Mitigation Measures BIO-5b and 5c.	Retain a qualified bat biologist to conduct pre-construction survey for bats and poten ial roosting sites in vicinity of planned activity. Halt construction if bats are discovered during construction un il surveys can be completed and proper mitigation measures implemented.	Prior to tree pruning or removal or issuance of demolition, grading or building permits.	Qualified bat biologist retained by project sponsor(s)	CDD
Mitigation Measure BIO-5b: Avoidance. If any active nursery or maternity roosts or hibernacula of special-status bats are located, the subsequent development project may be redesigned to avoid impacts. Demolition of that tree or structure will commence after young are flying (i.e., after July 31, confirmed by a qualified bat biologist) or before maternity colonies forms the following year (i.e., prior to March 1). For hibernacula, any subsequent development project shall only commence after bats have left the hibernacula. No-disturbance buffer zones acceptable to the California Department of Fish and Game will be observed during he maternity roost season (March 1 through July 31) and during the winter for hibernacula (October 15 through February 15). Also, a no-disturbance buffer acceptable in size to the California Department of Fish and Game will be created around any roosts in the Project vicinity (roosts that will not be destroyed by the Project but are within the Plan area) during the breeding season (April 15 through August 15), and around hibernacula during winter (October 15 through February 15). Bat roosts initiated during construc ion are presumed to be unaffected, and no buffer is necessary. However, the "take" of individuals is prohibited.	If any active nursery or maternity roosts or hibernacula are located, no disturbance buffer zones shall be established during the maternity roost and breeding seasons and hibernacula.	Prior to tree removal or pruning or issuance of demolition, grading or building permits	Qualified bat biologist retained by project sponsor(s)	CDD
Mitigation Measure BIO-5c: Safely evict non-breeding roosts. Non-breeding roosts of special-status bats shall be evicted under the direction of a qualified bat biologist. This will be done by opening the roosting area to allow airflow through the cavity. Demolition will then follow no sooner or later than the following day. There should not be less than one night between initial disturbance with airflow and demolition. This action should allow bats to leave during dark hours, thus increasing their chance of finding new roosts with a minimum of potential predation during daylight. Trees with roosts that need to be removed should first be disturbed at dusk, just prior to removal that same evening, to allow bats to escape during the darker hours. However, the "take" of individuals is prohibited.	A qualified bat biologist shall direct the eviction of non-breeding roosts.	Prior to tree removal or pruning or issuance of demolition, grading or building permits.	Qualified bat biologist retained by Project Sponsor	CDD
CULTURAL RESOURCES				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact CUL-1: The Project could have a significant impact on historic architectural resources.				
Mitigation Measure CUL-1: Site Specific Evaluations and Treatment in Accordance with the Secretary of the Interior's Standards: Site-Specific Evaluations: In order to adequately address he level of potential impacts for an individual project and thereby design appropriate mitigation measures, the City shall require project sponsors to complete site-specific evaluations at the time that individual projects are proposed at or adjacent to buildings that are at least 50 years old.	This mitigation measure was completed by the project sponsor. The evaluation determined that none of the buildings at the project site would qualify as a historic resource.	Completed	Completed	Completed

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
The project sponsor shall be required to complete a site-specific historic resources study performed by a qualified architectural historian meeting the Secretary of the Interior's Standards for Architecture or Architectural History. At a minimum, the evaluation shall consist of a records search, an intensive-level pedestrian field survey, an evaluation of significance using standard National Register Historic Preservation and California Register Historic Preservation evaluation criteria, and recordation of all identified historic buildings and structures on California Department of Parks and Recreation 523 Site Record forms. The evaluation shall describe the historic context and setting, methods used in the investigation, results of the evaluation, and recommendations for management of identified resources. If federal or state funds are involved, certain agencies, such as the Federal Highway Administration and California Department of Transportation (Caltrans), have specific requirements for inventory areas and documentation format. Treatment in Accordance with he Secretary of the Interior's Standards. Any future proposed project in the Plan Area that would affect previously recorded historic resources, or those identified as a result of site-specific surveys and evaluations, shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (1995). The Standards require he preservation of character defining features which convey a building's historical significance, and offers guidance about appropriate and compatible alterations to such structures.				
IMPACT BEING ADDRESSED: Impact CUL-2: The Project could impact currently unknown archaeological resources.				
Mitigation Measure CUL-2a: When specific projects are proposed that involve ground disturbing activity, a site-specific cultural resources study shall be performed by a qualified archaeologist or equivalent cultural resources professional that will include an updated records search, pedestrian survey of the project area, development of a historic context, sensitivity assessment for buried prehistoric and historic-period deposits, and preparation of a technical report that meets federal and state requirements. If historic or unique resources are identified and cannot be avoided, treatment plans will be developed in consultation with the City and Native American representatives to mitigate potential impacts to less than significant based on either the Secretary of the Interior's Standards described in Mitigation Measure CUL-1 (if the site is historic) or the provisions of Public Resources Code Section 21083.2 (if a unique archaeological site).	A site-specific cultural resources study was performed by a qualified archaeologist. It was determined that an archaeological monitor be present during ground disturbance within 500 feet of the creek. If a unique resource is iden ified by the monitor, the project sponsor will develop a treatment plan in accordance with the mitigation measure.	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
Mitigation Measure CUL-2b: Should any archaeological artifacts be found during construction, all construction activities within 50 feet shall immediately halt and the City must be notified. A qualified archaeologist shall inspect the findings within 24 hours of the discovery. If the resource is determined to be a historical resource or unique resource, the archaeologist shall prepare a plan to identify, record, report, evaluate, and recover the resources as necessary, which shall be implemented by the developer. Construction within the area of the find shall not recommence until impacts on the historical or unique archaeological resource are mitigated as described in Mitigation Measure CUL-2a above. Additionally, Public Resources Code Se+B66c ion 5097.993 stipulates hat a project sponsor must inform project personnel that collection of any Native American artifact is prohibited by law.	If any archaeological artifacts are discovered during demolition/construction, all ground disturbing activity within 50 feet shall be halted immediately, and the City of Menlo Park Community Development Department shall be notified within 24 hours. A qualified archaeologist shall inspect any archaeological artifacts found during construction and if determined to be a resource shall prepare a plan mee ing the specified standards which shall be implemented by the project sponsor(s).	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
IMPACT BEING ADDRESSED: Impact CUL-3: The Project may adversely affect unidentifiable paleontological resources.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure CUL-3: Prior to he start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists, to ensure hey can recognize fossil materials and will follow proper notification procedures in the event any are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate its significance. Training on paleontological resources will also be provided to all o her construc ion workers, but may involve using a videotape of the initial training and/or written materials rather than in-person training by a paleontologist. If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards. (SVP, 1996)	A qualified paleontologist shall conduct training for all construction personnel and field supervisors. If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards.	Prior to issuance of grading or building permits that include subsurface excavations and ongoing through subsurface excavation.	Qualified archaeologist retained by the Project Sponsor.	CDD
IMPACT BEING ADDRESSED: Impact CUL-4: Implementation Project may cause disturbance of human remains including those interred outside of formal cemeteries.				
Mitigation Measure CUL-4: If human remains are discovered during construction, CEQA Guidelines 15064.5(e)(1) shall be followed, which is as follows: * In the event of the accidental discovery or recogni ion of any human remains in any location other than a dedicated cemetery, the following steps should be taken: 1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: a) The San Mateo County coroner must be contacted to determine that no investigation of the cause of death is required; and b) If the coroner determines the remains to be Native American: 1. The coroner shall contact the Native American Heritage Commission within 24 hours; 2. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from he deceased Native American; 3. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; or 2) Where the following condi ions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to fur her subsurface disturbance. a) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the Commission. b) The descendant identified fails to make a recommendation; or c) The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.	If human remains are discovered during any construction activi ies, all ground-disturbing activity within the site or any nearby area shall be halted immediately, and the County coroner must be contacted immediately and other specified procedures must be followed as applicable.	On-going during construction	Qualified archeologist retained by the Project Sponsor.	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
GREENHOUSE GASES AND CLIMATE CHANGE				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact GHG-1: The Project would generate GHG emissions, both directly and indirectly, that would have a significant impact on the environment.				
Mitigation Measure GHG-1: Implement feasible BAAQMD-identified GHG Mitigation Measures and Proposed City CALGreen Amendments. BAAQMD has identified a menu of over 100 available mitigation measures for the purposes of addressing significant air quality impacts, including GHG impacts that arise from implementation of plans including Specific Plans. Many of the GHG reduction measures are already part of the proposed Specific Plan and discussed in the Project Description. Several BAAQMD identified mitigation measures are not applicable to a Specific Plan as they are correlated to specific elements of a general plan. As an example, Table 4.6-5 presents the mitigation measures contained in the BAAQMD CEQA Guidelines related to Land Use elements and either correlates each to a specific element of the project, explains why it is inapplicable to the proposed project or identifies it as a mi igation measure to be implemented by the proposed project. This method was used in consideration of all BAAQMD identified GHG mitigation measures for plans to develop the following list of available mitigation measures (with BAAQMD-identified category) for the proposed Specific Plan: 1. Facilitate lot consolidation that promotes integrated development with improved pedestrian and vehicular access (Land Use Element: Compact Development). The Specific Plan's increased intensities encourage lot consolidation for developers wishing to maximize efficiencies and new standards and guidelines will result in improved pedestrian (Section E.5) and vehicular (Section E.3.7) access. 2. Ensure that new development finances the full cost of expanding public infrastructure and services to provide an economic incentive for incremental expansion (Land Use Element: Compact Development). Specific Plan Section E.3.1 describes a process for public benefit negotiation to obtain additional financing for public infrastructure beyond required payments for impact fees such as park dedication and Transportation Fees. 3. Ensure new construction complies with California Green Building Code Standards and local green building ordinances (Land Use Element: Sustainable Development). The City currently requires compliance with both California Green Building Code Standards and locally-adopted amendments citywide. Standard E.3.8.01 states that all citywide sustainability codes or requirements shall apply to the Plan area, unless the Plan area is explicitly exempted, which it is not. 4. Provide permitting incentives for energy efficient and solar building projects (Land Use Element: Sustainable Development). Section E.3.8 of the Specific Plan provides specific standards and guidelines for sustainable practices. Section E.3.1 would allow for the consideration of public benefit bonus intensity or height if a project were to exceed he standards stated Section E.3.8. 5. Support the use of electric vehicles; where appropriate. Provide electric recharging facilities (Circulation Element: Local Circulation; see also Mitiga ion Measure GHG-2 below). Mitigation Measure GHG-2a (below) has been incorporated into the Specific Plan. 6. Allow developers to reach agreements with auto-oriented shopping center owners to use commercial parking lots as park-and-ride lots and multi-modal transfer sites (Circulation Element: Regional Circulation). The intent of the Specific Plan is to preserve and enhance community life, character and vitality through public space improvements, mixed use infill projects sensitive to the small town character of Menlo Park and improved connectivity. Auto oriented shopping centers are not envisioned in the Plan area. 7. Eliminate [or reduce] parking requirements for new development in the Specific Plan area (Circulation Element: Parking). The Final Specific Plan has been modified to provide for lower parking rates in the station area and station area sphere of influence. ? Encourage developers to agree to parking sharing between different land uses (Circulation Element: Parking). This is permitted by existing City policies and reinforced in the Specific Plan through allowed shared parking reductions (Section F.8). 8. Require developers to provide preferen ial parking for low emissions and carpool vehicles (Circulation Element: Parking). These are included as strategies that may be included in a Transportation Demand Management (TDM) program (Section F.10).	For project-specific actions: Implement feasible BAAQMD-identified GHG Mitigation Measures. Measures relating to City policies have been incorporated into Specific Plan or otherwise adopted by City. Measures applicable and incorporated into the Project are: 1, 2, 3, 5, 7, 8, 9 and 11.	Simultaneous with project application submittal and/or on-going during construction	Project Sponsor	PW/CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
9. Minimize impervious surfaces in new development and reuse project in he Specific Plan area (Conservation Element: Water Conservation). Section 4.8, Hydrology and Water Quality, of this EIR includes a discussion of existing grading, drainage and hydrology requirements and Specific Plan guidelines to limit impervious surfaces in the Plan area. 10. Require fireplaces installed in residen ial development to be energy efficient in lieu of open hearth. Prohibit the installation of wood burning devices (Conserva ion Element: Energy Conservation). The City of Menlo Park Municipal Code includes Section 12.52, Wood Burning Appliances, to control the use of wood burning devises. 11. Sealing of HVAC ducts. This is a project level BAAQMD measure that requires the developer to obtain third party HVAC commissioning to ensure proper sealing of ducts and optimal heating and cooling efficiencies. BAAQMD estimated that this measure reduces air conditioning electrical demand by 30 percent. The California Energy commission estimates that air conditioning electrical demand represents approximately 20 percent of total demand for a single family residence and this measure would reduce electrical-related GHG emissions by approximately 100 metric tons/year of CO2e. The City currently requires testing of heating and cooling ducts for all newly constructed buildings.				
Mitigation Measure GHG-2a: All residen ial and/or mixed use developments of sufficient size to require LEED cer ification under the Specific Plan shall install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces provided. Per the Climate Action Plan the complying applicant could receive incentives, such as streamlined permit processing, fee discounts, or design templates.	Install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces	To be shown on building permit application for underground garage.	Project Sponsor	CDD
HAZARDOUS MATERIALS				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact HAZ-1: : Disturbance and release of contaminated soil during demolition and construction phases of the project, or transportation of excavated material, or contaminated groundwater could expose construction workers, the public, or the environment to adverse conditions related to hazardous materials handling.				
Mitigation Measure HAZ-1: Prior to issuance of any building permit for sites where ground breaking activities would occur, all proposed development sites shall have a Phase I site assessment performed by a qualified environmental consulting firm in accordance with the industry required standard known as ASTM E 1527-05. The City may waive the requirement for a Phase I site assessment for sites under current and recent regulatory oversight with respect to hazardous materials contamination. If the Phase I assessment shows the potential for hazardous releases, then Phase II site assessments or other appropriate analyses shall be conducted to determine the extent of he contamination and the process for remediation. All proposed development in the Plan area where previous hazardous materials releases have occurred shall require remediation and cleanup to levels established by the overseeing regulatory agency (San Mateo County Environmental Health (SMCEH), Regional Water Quality Control Board (RWQCB) or Department of Toxic Substances Control (DTSC) appropriate for the proposed new use of the site. All proposed groundbreaking activities within areas of identified or suspected contamination shall be conducted according to a site specific health and safety plan, prepared by a licensed professional in accordance with Cal/OHSA regulations (contained in Title 8 of the California Code of Regulations) and approved by SMCEH prior to he commencement of groundbreaking.	The project sponsor has prepared a site management plan to direct the proper handling of poten ially contaminated soil during construction activities. Follow the recommendations in the site management plan.	Completed On-going during construction	Completed Project Sponsor and contractor(s)	Completed CDD
IMPACT BEING ADDRESSED: Impact HAZ-3: Hazardous materials used on any individual site during construction activities (i.e., fuels, lubricants, solvents) could be released to the environment through improper handling or storage.				
Mitigation Measure HAZ-3: All development and redevelopment shall require he use of construction Best Management Practices (BMPs) to control handling of hazardous materials during construction to minimize the potential negative effects from accidental release to groundwater and soils.	Implement best management practices to reduce he release of hazardous materials during construction.	On-going during construction	Project Sponsor and contractor(s)	CDD
NOISE				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact NOI-1: Construction activities associated with implementation of the Project would result in substantial temporary or periodic increases in ambient noise levels in the Specific Plan area above levels existing without the Project and in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.				
Mitigation Measure NOI-1a: Construction contractors for subsequent development projects wi hin the Specific Plan area shall u ilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, etc.) when within 400 feet of sensitive receptor locations. Prior to demolition, grading or building permit issuance, a construction noise control plan that identifies the best available noise control techniques to be implemented, shall be prepared by the construction contractor and submitted to the City for review and approval. The plan shall include, but not be limited to, the following noise control elements: * Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler shall achieve lower noise levels from the exhaust by approximately 10 dBA. External jackets on the tools themselves shall be used where feasible in order to achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible; * Stationary noise sources shall be located as far from adjacent receptors as possible and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to he extent feasible; and	A construction noise control plan shall be prepared and submitted to the City for review. Implement noise control techniques to reduce ambient noise levels.	Prior to demolition, grading or building permit issuance Measures shown on plans, construction documents and specification and ongoing through construction	Project Sponsor and contractor(s)	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
* When construction occurs near residents, affected parties within 400 feet of the construction area shall be notified of the construc ion schedule prior to demolition, grading or building permit issuance. Notices sent to residents shall include a project hotline where residents would be able to call and issue complaints. A Project Construction Complaint and Enforcement Manager shall be designated to receive complaints and no ify the appropriate City staff of such complaints. Signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and day and evening contact numbers, both for the construction contractor and City representative(s), in the event of problems.				
Mitigation Measure NOI-1b: Noise Control Measures for Pile Driving: Should pile-driving be necessary for a subsequently proposed development project, the project sponsor would require that the project contractor predrill holes (if feasible based on soils) for piles to the maximum feasible depth to minimize noise and vibration from pile driving. Should pile-driving be necessary for the proposed project, the project sponsor would require that the construction contractor limit pile driving activity to result in the least disturbance to neighboring uses.	If pile-driving is necessary for project, predrill holes to minimize noise and vibration and limit activity to result in the least disturbance to neighboring uses.	Measures shown on plans, construction documents and specifications and ongoing during construc ion	Project Sponsor and contractor(s)	CDD
Mitigation Measure NOI-1c: The City shall condition approval of projects near receptors sensitive to construction noise, such as residences and schools, such that, in the event of a justified complaint regarding construction noise, the City would have the ability to require changes in the construc ion control noise plan to address complaints.	Condition projects such that if justified complaints from adjacent sensitive receptors are received, City may require changes in construction noise control plan.	Condition shown on plans, construction documents and specifications. When justified complaint received by City.	Project Sponsor and contractor(s) for revisions to construction noise control plan.	CDD
IMPACT BEING ADDRESSED: Impact NOI-3: The Project would introduce sensitive receptors to a noise environment with noise levels in excess of standards considered acceptable under the City of Menlo Park Municipal Code.				
Mitigation Measure NOI-3: Interior noise exposure within homes proposed for the Specific Plan area shall be assessed by a qualified acoustical engineer to determine if sound rated walls and windows would be required to meet the Title 24 interior noise level standard of 45 dBA, Ldn. The results of each study shall be submitted to the City showing conceptual window and wall assemblies wi h Sound Transmission Class (STC) ra ings necessary to achieve the noise reductions for he project to satisfy the interior noise criteria within the noise environment of the Plan area.	Interior noise exposure assessed by qualified acoustical engineer and results submitted to City showing conceptual window and wall assemblies necessary to meet City standards.	Simultaneous with submittal for a building permit for any residence.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact NOI-4: The Project would expose sensitive receptors to substantial levels of groundborne vibration.				
Mitigation Measure NOI-4: Prior to project approval for development within 200 feet of the mainline track, a detailed vibration design study shall be completed by a qualified acous ical engineer to confirm the ground vibration levels and frequency content along the Caltrain tracks and to determine appropriate design to limit interior vibration levels to 75 VdB for residences and 78 VdB for other uses. If required, vibration isolation techniques could include supporting the new building foundations on elastomer pads similar to bridge bearing pads.	A qualified acoustical engineer to complete a vibration design study.	Simultaneous with submittal for a building permit for all structures except the underground parking garage.	Qualified acoustical engineer retained by the Project Sponsor	CDD
TRANSPORTATION, CIRCULATION AND PARKING				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact TR-1: Traffic from the Project would adversely affect operation of area intersections.				
Mitigation Measures TR-1a through TR-1d: (see El Camino Real/Downtown Specific Plan EIR for details)	Payment of TIF and Supplemental TIF.	Prior to building permit issuance.	Project Sponsor	PW/CDD
IMPACT BEING ADDRESSED: Impact TR-2: Traffic from the Project would adversely affect operation of local roadway segments.				
Mitigation Measure TR-2: New developments within the Specific Plan area, regardless of the amount of new traffic they would generate, are required to have in-place a City-approved Transportation Demand Management (TDM) program prior to project occupancy to mitigate impacts on roadway segments and intersections. TDM programs could include the following measures for site users (taken from the C/CAG CMP), as applicable: * Commute alternative information; * Bicycle storage facilities; * Showers and changing rooms; * Pedestrian and bicycle subsidies;	Update the submitted Transportation Demand Management program.	Submit draft TDM program consistent with Infill EIR with First Structure Above Podium (FSAP) building permit. City approval required before occupancy of the first building. Implementation	Project Sponsor	PW/CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
* Operating dedicated shuttle service (or buying into a shuttle consortium); * Subsidizing transit tickets; * Preferential parking for carpoolers; * Provide child care services and convenience shopping within new developments; * Van pool programs; * Guaranteed ride home program for those who use alternative modes; * Parking cashout programs and discounts for persons who carpool, vanpool, bicycle or use public transit; * Imposing charges for parking rather than providing free parking; * Providing shut les for customers and visitors; and/or * Car share programs.		throughout project occupancy.		
IMPACT BEING ADDRESSED: Impact TR-8: Cumulative development, along with development in the Plan area would adversely affect operation of local roadway segments.				
Mitigation Measure TR-8: Implement TR-2 (TDM Program).	See above.	See above	Project Sponsor	PW/CDD
Mitigation Measures from Middle Plaza at 500 El Camino Real Project Infill EIR				
IMPACT BEING ADDRESSED: Impact TRA-1: Impacts on Intersections under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project would result in increased peak-hour delays at eight intersections. Potentially feasible mitigation is adopted for three of these intersections.				
Mitigation Measure TRA-1.1: Implement Intersection Improvements to Address Near-Term 2021 Plus Project Effects.	See below.	See below.	Project Sponsor	PW
a. Middlefield Road/Marsh Road (#1) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second westbound left-turn lane and corresponding southbound receiving lane. This mitigation measure would be consistent with Mitigation Measure TR-7e noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable operations at his intersec ion. This mitigation measure is specified in the Supplemental Transportation Impact Fee. Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way would be required. Fur hermore, this measure would require coordination with, and approval by, the Town of Atherton, which cannot be guaranteed. The Project is required to pay the Supplemental Transporta ion Impact Fee and to contribute a proportional share of 1.6 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 1.6 percent towards the improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW
b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. This mitigation measure would be consistent with Mitigation Measure TR-1b noted in the Specific Plan EIR. No addi ional mitigation measures beyond those identified in he Specific Plan EIR would be required to achieve acceptable operations at this intersection. This mitigation measure is specified in the Supplemental Transportation Impact Fee. Traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as summarized in Appendix 3-3H. The impact would be reduced to a less-than-significant level wi h implementation of this mitiga ion measure. However, his mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and modification of the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersec ion that restricts the Linden Avenue approach to a two-way, one-lane road. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. The Project is required to pay the Supplemental Transporta ion Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transporta ion Impact Fee would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 3.2 percent towards the improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
c. Middlefield Road/Willow Road (#7) Impacts on this intersection were noted in the Specific Plan EIR and the City's TIF schedule. Acceptable opera ions could be achieved at Middlefield Road/Willow Road by widening the southbound Middlefield Road approach to add an exclusive through lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure is consistent wi h the improvement measure noted in the City's TIF program. This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the mul iple- hreat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with he California Manual on Uniform Traffic Control Devices (CA-MUTCD). Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way may still be required even though the design can be accommodated within the available space with narrowed lanes.	Pay traffic impact fees per the current TIF schedule.	Prior to he issuance of a building permit.	Project Sponsor	PW
Mitigation Measure TRA-1.2: Implement Transportation Demand Management (TDM) Program to Partially Reduce Near-Term 2021 Plus Project Effects. See Mitigation Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-2: Impacts on Roadway Segments under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in increased ADT volumes on area roadway segments.				
Mitigation Measure TRA-2.1: Implement Roadway Segment Improvements to Address Near-Term 2021 Plus Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.	Implement roadway segments under near-term 2021 plus-Project conditions.	See below	See below	See below
a. Middle Avenue between University Drive and El Camino Real (#5) A mitigation measure to reduce the impact on this roadway segment would be to, at a minimum, implement a Class III bicycle facility (a bicycle route) on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. Alternatively, in the Specific Plan, a Class II bicycle facility (bicycle lanes) were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor will work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.	Reimburse City for construction of Class II or Class III bicycle lanes. OR Construct Class II or Class III bicycle route as described.	Invoice to be issued at completion, with invoice payable within 30 days. OR Prior to occupancy of first building.	Project Sponsor	PW
See Mitiga ion Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-3: Impacts on Routes of Regional Significance under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions could result in significant impacts on several Routes of Regional Significance.				
Mitigation Measure TRA-3.1: Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Near-Term 2021 Plus Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. See Mitigation Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-4: Impacts on Intersections under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections. Potentially feasible mitigation is identified for four of these intersections.				
Mitigation Measure TRA-4.1: Implement Intersection Improvements to Reduce Cumulative 2040 Plus Project Effects.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
a. Middlefield Road/Marsh Road (#1) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second sou hbound and westbound left-turn lanes and corresponding receiving lanes. The additional southbound left-turn lane is not identified as part of the mitigation measure noted in the Specific Plan EIR. The second westbound left-turn lane is specified in both the Specific Plan EIR and in the Supplemental Transportation Impact Fee. Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way would be required. Fur hermore, this measure would require coordination with, and approval by, the Town of Atherton, which cannot be guaranteed. The Project is required to pay the Supplemental Transportation Impact Fee and contribute a proportional share. Since the impact is first identified in the near-term, the proportional share would be 1.6 percent of the improvements' cost iden ified under the near-term scenario. In addition, the proportional share toward the additional southbound left-turn lane, which wasn't identified in the Specific Plan EIR mitigation measure, would be 1.1 percent under the cumula ive scenario. The funds would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute proportional share of 1.6 percent and 1.1 percent to the specified improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW
b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3) (See TRA-1.1.b, which is copied below for reference) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. This measure would be consistent wi h the Mitigation Measure TR-1b noted in the Specific Plan EIR. No addi ional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable opera ions at this intersection. This mitigation measure is specified in the Supplemental Transportation Impact Fee. Traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as summarized in Appendix 3-3H. The impact would be reduced to a less-than-significant level wi h implementation of this mitiga ion measure. However, his mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and modification of the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersec ion that restricts the Linden Avenue approach to a two-way, one-lane road. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed. The Project is required to pay the Supplemental Transporta ion Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transporta ion Impact Fee would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 3.2 percent towards the improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW
c. Middlefield Road/Ravenswood Avenue (#5) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Ravenswood Avenue with the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure would require coordina ion with the Town of Atherton. Although this mitiga ion measure differs from Mitiga ion Measure TR-7g noted in the Specific Plan EIR, this measure is specified in the City's TIF program. The Project Sponsor would pay traffic impact fees per the TIF schedule. This measure has potential effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the mul iple- hreat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal iming to provide adequate time for crossings. The modifications would also include warning signs and markings to comply wi h the CA-MUTCD. The Project is required to contribute a proportional share of 11.1 percent toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program. The impact would be reduced to a less-than-significant level with this measure. However, this measure would require coordination with and approval by the Town of Atherton, which cannot be guaranteed.	Pay the traffic impact fees per the current TIF schedule and proportional share of 11.1 percent towards the bicycle and pedestrian infrastructure enhancements.	Prior to issuance of a building permit.	Project Sponsor	PW

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
d. Middlefield Road/Willow Road (#7) Impacts on this intersection were noted in the Specific Plan EIR. Impacts would be partially mitigated at Middlefield Road/Willow Road with the following improvements: - Widening the eastbound Willow Road approach to provide an addi ional through lane. - Widening the westbound Willow Road approach to provide an additional left-turn lane and re-striping he existing shared through/left-turn lane to a through-only lane. - Widening the southbound Middlefield Road approach to include an exclusive hrough lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure adds to the mitigation measure noted in the Specific Plan EIR as well as the City's TIF schedule. Although the improvements to the westbound and eastbound approaches are beyond the scope of the mitiga ion measures identified in the Specific Plan, hese improvements are specified in he City's TIF program. The Project Sponsor would be responsible for implementation of the measure and paying traffic impact fees per the current TIF schedule. Additional mitigation measures that would fully mitigate the impact at Middlefield Road/Willow Road are not feasible due to the need for additional right-of-way. No other mitigation measures were identified that would fully mitigate the impact. This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the mul iple- hreat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with he CA-MUTCD. Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way may be required.	Pay traffic impact fees per the current TIF schedule.	Prior to he issuance of a building permit.	Project Sponsor	PW
Mitigation Measure TRA-4.2: Implement Transportation Demand Management Program to Par ially Reduce Cumulative 2040 Plus Project Effects. See Mi igation Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-5: Impacts on Roadway Segments under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under the Cumulative 2040 Plus Project conditions would result in increased daily traffic volumes on area roadway segments, resulting in a potentially significant impact.				
Mitigation Measure TRA-5.1: Implement Roadway Segment Improvements to Address Cumulative 2040 Plus Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.	See below.	See below.	See below.	See below.
a. Middle Avenue between University Drive and El Camino Real (#5) A mitigation measure to reduce the impact on this roadway segment, at a minimum, would be to implement a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. In the Specific Plan, Class II bicycle facility, bike lanes, were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor shall work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.	See TRA-2.1a	See TRA-2.1a	See TRA-2.1a	See TRA-2.1a
b. Transportation Demand Management Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by hree to 15 percent, but even at he maximum of 15 percent, although reduced, would still remain significant and unavoidable. See Mitiga ion Measure TR-2 above.	See TR-2	See TR-2	See TR-2	See TR-2
IMPACT BEING ADDRESSED: Impact TRA-6: Impacts on Routes of Regional Significance under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions could result in significant impacts on several Routes of Regional Significance.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure TRA-6.1: Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Cumulative 2040 Plus Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. See Mitigation Measure TR-2 above.	See TR-2	See TR-2	See TR-2	See TR-2
***IMPACT BEING ADDRESSED: Impact TRA-9*: Impacts on Ravenswood Avenue railroad crossings. The Project would result in added traffic to railroad crossings.**				
Mitigation Measure TRA-9.1: Contribute to design of the Ravenswood Avenue Grade Separation project to address Near-Term 2020 Plus Project and Cumulative 2040 Plus Project Effects. Grade separation of the railroad tracks and Ravenswood Avenue would eliminate any queuing on the railroad tracks and the gate downtime, which affects traffic patterns and creates delays when trains are approaching or waiting in the station. The City is curren ly in he process of reviewing three design alternatives as part of the Ravenswood Avenue Railroad Crossing Study. However, any grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development but a proportional contribution to the design phase would be warranted. If the design phase is not initiated within five years, the City may use he funds for other railroad crossing improvements. Since the timing and funding of the grade separation project is not certain, his impact would remain significant and unavoidable. The Project Sponsor will be providing a financial contribution for the Middle Avenue grade separated crossing as part of a Development Agreement as described in TRA-4, which would provide an improved pedestrian and bicycle crossing and encourage alternative modes and potentially reduce vehicle demand at the Ravenswood Avenue railroad grade crossing.	Provide a financial contribution to design of the Ravenswood Avenue Grade Separation project. The amount and/or percentage of the contribution shall be determined by the Director of Public Works Department.	Prior to he issuance of a building permit.	Project Sponsor	PW

DRAFT – September 26, 2017

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR ARCHITECTURAL CONTROL FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL

WHEREAS, the City of Menlo Park ("City") has received an application from Stanford University ("Applicant"), to demolish the existing buildings on-site and redevelop the property located at 300-550 El Camino Real ("Project Site"), with the subsequent construction of one mixed-use retail and office building, two office buildings, three residential buildings, with a total floor area of approximately 429,739 square feet, and underground parking garages and surface parking with approximately 930 parking spaces ("Project");

WHEREAS, the findings and conditions for Architectural Control would ensure that all City requirements are applied consistently and correctly as part of the Project's implementation;

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

WHEREAS, an Infill Environmental Impact Report was prepared for the Project and certified by the City Council on September 26, 2017, in accordance with the provisions of the California Environmental Quality Act ("CEQA") and CEQA Guidelines; and

WHEREAS, the City Council adopted findings and a statement of overriding considerations on September 26, 2017 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 28, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for Architectural Control; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on September 26, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the findings and conditions for Architectural Control.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the findings and conditions for Architectural Control attached hereto as Exhibit A and incorporated herein by this reference.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

LOCATION: 300-550 El Camino Real	**PROJECT NUMBER:** PLN2012-xxxxx	**APPLICANT/OWNER:** Stanford University
REQUEST: Request for Architectural Control for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units. The project also includes a Below Market Rate (BMR) Housing Agreement, and Heritage Tree Removal Permits to remove 18 heritage trees and transplant 1 heritage tree. A Development Agreement would allow the project sponsor to secure vested rights, and the City to secure public benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing of the Caltrain tracks, additional affordable housing units, and a publicly accessible plaza. A Final Environmental Impact Report (EIR) analyzes potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.		
DECISION ENTITY: City Council	**DATE:** September 26, 2017	**ACTION:** TBD
VOTE: TBD (Carlton, Cline, Keith, Mueller, Ohtaki)		

ACTION:

1. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:
    a. The general appearance of the structures is in keeping with the character of the neighborhood. The office buildings represent interpretations of Mission Revival architecture and the residential buildings feature Craftsman style architecture. The structures would meet relevant massing and modulation standards of the El Camino Real/Downtown Specific Plan, which would provide variety and visual interest, as well as avoid long or monotonous facades. The materials and finishes would be high quality in nature and would reinforce the neighborhood compatibility.
    b. The development will not be detrimental to the harmonious and orderly growth of the City. The project would meet all relevant development standards of the El Camino Real/Downtown Specific Plan. Project land uses would represent a balanced project.
    c. The development will not impair the desirability of investment or occupation in the neighborhood. The construction and ongoing occupation of the site would proceed in accordance with all applicable City requirements and procedures, as verified in these conditions of approval. Project residents and commercial occupants would increase the customer base for existing and new restaurants, shops, and services in and around downtown.
    d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking. Specifically, the project would provide approximately 930 parking spaces, in compliance with the parking requirements of the El Camino Real/Downtown Specific Plan and a shared parking study that has been approved by the Transportation Division.
    e. The development is consistent with the El Camino Real/Downtown Specific Plan, as verified in detail in the Standards and Guidelines Compliance Worksheet that is attached to the August 28th Planning Commission staff report.

2. Approve the architectural control subject to the following ***standard*** conditions:

    a. Development of the project shall be substantially in conformance with the plans prepared by DES Architects + Engineers, Dahlin Group, Sandis and The Guzzardo Partnership Inc, consisting 206 sheets, dated August 22, 2017 reviewed and recommended for approval by the Planning Commission on August 28, 2017 and approved by the City Council on TBD, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.

    b. Minor modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be approved by the Community Development Director or designee, based on the determination that the proposed modification is consistent with other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site. The Director may refer any request for revisions to the plans to the Planning Commission for architectural control approval. A public meeting could be called regarding such changes if deemed necessary by the Planning Commission.

    c. Major modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be allowed subject to obtaining an architectural control permit from the Planning Commission, based on the determination that the proposed modification is compatible with the other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site.

    d. Major revisions to the development plan which involve material changes, or expansion or intensification of development require public meetings by the Planning Commission and City Council.

    e. Prior to issuance of any project-related building permit, the Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the permit being sought.

    f. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to final inspection of the final building permit to allow occupancy.

    g. Prior to commencing any work within the right-of-way or public easements, the Applicant shall obtain an encroachment permit from the appropriate reviewing jurisdiction.

    h. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall comply with all Sanitary District, California Water Company, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.

    i. Prior to issuance of the building permit for the first structure above podium/grade (FSAP), the Applicant shall submit all necessary improvement plans and

documents required by Caltrans for work associated with projects under Caltrans' jurisdiction. The plans shall be subject to review and approval of the Engineering Division prior to submittal to Caltrans.

j. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans to remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for the review and approval of the Engineering Division.

k. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing construction.

l. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage plan shall be finalized and approved by the Engineering Division prior to issuance of the building permit for the FSAP. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report will be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be 5% minimum for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3. Discharges from the garage ramp and underground parking areas are not allowed into the storm drain system. Discharge must be treated with an oil/water separator and must connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.

m. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications & engineers cost estimates), for approval by the Engineering Division, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping and other project improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division.

n. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall provide documentation indicating the amount of irrigated landscaping for off-site landscaped areas, subject to the review and approval of the Engineering Division. Prior to issuance of the FSAP, the Applicant shall provide documentation indicating the amount of irrigated landscaping for on-site landscaped areas, subject to the review and approval of the

Engineering Division. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). Submittal of a detailed landscape plan shall be required concurrently with the submittal of a complete building permit application for the FSAP. The landscaping adjacent to each building shall be installed prior to final building inspection.

o. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes. Landscaping screening details shall be finalized and approved by the Engineering and Planning Divisions prior to issuance of the building permit for the FSAP.

p. The Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation during the wet season (October 1 through April 30). As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of mulch onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. Plans shall include proposed measures to prevent erosion and polluted runoff from all site conditions, and shall be submitted for review and approval of the Engineering Division prior to beginning construction.

q. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP). BMP plan sheets are available electronically for inserting into Project plans.

r. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a street tree preservation plan, detailing the location of and methods for all tree protection measures, subject to approval of the City Arborist and Engineering Division.

s. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall pay all Public Works fees. Refer to City of Menlo Park Master Fee Schedule.

t. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements, and the drawings shall be submitted in AutoCAD and Adobe PDF formats to the Engineering Division prior to final inspection of the final building permit to allow occupancy.

3. Approve the architectural control subject to the following ***project-specific*** conditions:

a. The Applicant shall record the lot merger prior to issuance of the first garage podium building permit.

b. Commencing upon issuance of the building permit for the first garage/podium structure, the Applicant shall provide the Engineering Division with biweekly updates on construction activities affecting the public right-of-way that are planned for the following four-week period. Such activities shall include sidewalk and parking/traffic lane closures, vehicle or equipment staging areas, and utility work. The Engineering Division shall have the discretion to adjust the scheduling of such activities to minimize conflicts with peak commute periods, special events, the construction work for other projects, and other factors. All activities that require Encroachment Permits shall separately apply for and receive such permits before undertaking work.

c. The Public Use Agreement (PUA) for the publicly accessible plaza, as shown on Sheet C4.0, shall be attached as an exhibit to and approved by the City Council as a part of the Development Agreement. The PUA shall be recorded prior to occupancy of the first building on the project site.

d. The Applicant shall work with the City to provide the City access to the project site as needed to construct a grade-separated crossing at the Caltrain tracks.

e. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall coordinate with the City's Planning Division and the City Arborist to confirm the selection and spacing of the proposed heritage tree replacements.

f. The timing and/or sequencing of work or submittals required within the conditions of approval may be modified subject to review and approval of the City Manager.

g. Planning-specific conditions, subject to review and approval of the Planning Division except as otherwise noted:

    i. The Applicant shall address all Mitigation Monitoring and Reporting Program (MMRP) requirements as specified in the MMRP. Failure to meet these requirements may result in delays to the building permit issuance, stop work orders during construction, and/or fines.

    ii. Simultaneous with the submittal of a complete building permit application for each major project phase, the Applicant shall submit an updated LEED Checklist, subject to review and approval of the Planning Division. The Checklist shall be prepared by a LEED Accredited Professional (LEED AP). The LEED AP should submit a cover letter stating their qualifications, and confirm that they have prepared the Checklist and that the information presented is accurate. Confirmation that the project conceptually achieves LEED Silver certification shall be required before issuance of the building permit. Prior to final inspection of the building permit or as early as the project can be certified by the United States Green Building Council, the

project shall submit verification that the development has achieved final LEED Silver (or greater) certification.

iii. Prior to issuance of the first garage/podium building permit, the Applicant shall submit the El Camino Real/Downtown Specific Plan Preparation Fee, which is established at $1.13/square foot for all net new development. For the subject proposal, the fee is estimated at $405,422.53 ($1.13 x 358,781 net new square feet).

iv. The Development Agreement memorializes the public benefits offered by the developer. The Development Agreement shall be recorded prior to the issuance of any project-related building permit (with the exception of demolition or soil remediation work permits), subject to review and approval of the Planning Division. These benefits include the following:

1. The applicant shall pay for 50% of the cost of the grade-separated Caltrain pedestrian/bicycle crossing, up to $5,000,000.
2. The applicant shall provide 10 one-bedroom BMR units, all at the low-income level. However, if the 2131 Sand Hill Road project is not approved, the applicant would instead provide eight one bedroom BMR units at the low-income level. Owner/Applicant shall otherwise comply with all provisions of the BMR Agreement.
3. The applicant shall pay $1,000,000, over a 10 year period, to the Menlo Park Atherton Education Foundation. Payments shall be $100,000 per year for 10 years or until paid in full commencing with the occupancy of the first residential unit.
4. Simultaneous with the submittal of the first garage/podium building permit, the Applicant shall submit a draft Public Use Agreement (PUA) for the publically accessible plaza, as shown on Sheet C4.0, subject to approval of the Planning Division. The PUA shall be accepted by the City Council prior to occupancy of the first building on the project site.
5. Prior to occupancy of Residential Building “A”, the publicly accessible plaza shall be constructed and open to the public.
6. The term shall be for a negotiated period of time corresponding to the period the City needs to construct the Caltrain railroad crossing, with the understanding that the BMR units will be subject to a separate agreement with a 55-year term.

h. Engineering-specific conditions, subject to review and approval of the Engineering Division except as otherwise noted:

i. Prior to issuance of first garage podium building permit, off-site improvement plans shall be approved by the City.

ii. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall provide Closed Circuit Television (CCTV) inspection of the public storm drain

pipe at the Cambridge Avenue driveway through the project site to verify the size and condition.

iii. Simultaneous with the submittal of the first garage/podium building permit application, submit a consent letter from SFPUC acknowledging the project's proximity to SFPUC water line and conditions/restrictions on construction activities.

iv. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval. Proposed water and sewer lines shall be 10 feet apart and storm drain and sanitary sewer shall be 5 feet apart.

v. The project off-site improvements shall include design and construct solutions for the flooding and ponding issues along the site frontage on El Camino Real to the satisfaction of Engineering Division and Caltrans. Coordination with SFPUC will also be necessary for these improvements.

vi. The project is required for construction of public improvements along El Camino Real, to be designed and constructed to the satisfaction of the Engineering Division and Caltrans. The City will evaluate the condition of asphalt paving on El Camino Real, following construction and prior to occupancy of buildings. If necessary, the City and or Caltrans may require a grind and overlay of damaged pavement along the project frontage. All existing striping, markings, and legends shall be replaced in kind, or as approved by the City and Caltrans.

vii. All lateral connections to overhead electric, fiber optic, and communication lines shall be placed in a joint trench.

viii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft Public Access Easement (PAE) along the property frontage to accommodate the full 15-foot wide sidewalk and an Emergency Vehicle Access Easement (EVAE) along the proposed fire routes shown on Sheet C10, subject to approval of the Menlo Park Fire Protection District. Said dedications shall be accepted by the City Council prior to occupancy of the first building.

ix. Prior to issuance of any project-related building permit other than demolition or environmental remediation, all easement disposition modifications will be subject to review and approval of City of Menlo Park, Cal Water, WBSD, PG&E, and other utility companies. "No Objection" letters shall be provided to the City from all utilities companies prior to abandonment of any public easements. New public easements and public utility relocations shall be established prior to existing public easements abandonments. Structures or trees shall not be installed over a utility or utility easements without written approval

from the easement holder. The overlapping easements and the new 10-foot easement for the future Middle Avenue undercrossing shall be Public Service Easements (PSE).

x. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans for street light design per City standards, at locations approved by the City. All street lights along the project frontages shall be painted Mesa Brown and upgraded with LED fixtures compliant with PG&E standards.

xi. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board under the Construction Activities Storm Water General Permit (General Permit). The NOI indicates the Applicant's intent to comply with the San Mateo Countywide Stormwater Pollution Prevention Program, including a Stormwater Pollution Prevention Plan (SWPPP). The Applicant shall prepare a Notice of Intent and submit a copy to the Engineering Division for the proposed grading operation.

xii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft "Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement" with the City subject to review and approval by the Engineering Division. The property owner will be responsible for the operation and maintenance of stormwater treatment measures for the project.

xiii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft "El Camino Real Storm Drain Maintenance Agreement". The project will be responsible for the maintenance and operation of storm drainage to the satisfaction of the Engineering Division and Caltrans. Also, any nonstandard improvements and private improvements within public right-of-way shall be maintained in perpetuity by the owner.

xiv. All agreements shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection.

xv. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall coordinate with the City's Planning Division and Engineering Division regarding existing and missing street trees along the property frontage. The location and spacing of new street trees will be determined at the off-site improvement plan design phase. Street trees shall be from the City-approved street tree species or to the satisfaction of City Arborist. Irrigation within public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-site water system for irrigation.

xvi. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall pay the applicable Building Construction Street Impact Fee subject to the provisions of Development Agreement provision 3.6 to the satisfaction of the Public Works Director. The current fee is calculated by multiplying the valuation of the construction by 0.0058.

xvii. Prior to final inspection, the Applicant shall submit a landscape audit report.

i. Transportation-specific Conditions, subject to review and approval of the Transportation Division except as otherwise noted:

i. Prior to issuance of the building permit for the FSAP, the Applicant shall submit all relevant transportation impact fees (TIF), subject to review and approval of the Transportation Division. Such fees include:

1. The TIF is estimated to be $829,810.00. This was calculated by multiplying the fee of $1,996.40 per multi-family unit by 215 units plus the fee of $4.80/s.f. per office space by 144,000 s.f. of new office space and the fee of $4.80/s.f. per retail space by 10,000 s.f. for new retail uses and subtracting a credit for 70,545 s.f. of existing retail uses. Please note this fee is updated annually on July 1st based on the Engineering News Record Bay Area Construction Cost Index. Fees are due before a building permit is issued.
2. The City has adopted a Supplemental Transportation Impact Fee for the infrastructure required as part of the Downtown Specific Plan. The fee is calculated at $393.06 per PM peak hour vehicle trip. The proposed project is estimated to generate 326 PM peak hour trips, so the supplemental TIF is estimated to be $128,137.40. Payment is due before the first building structure permit is issued and the supplemental TIF will be updated annually on July 1st along with the TIF.

ii. Prior to issuance of a building permit for the first building, the Applicant shall provide verification of Caltrans' approval of the new left-turn pocket at Middle Avenue. The modifications to the site access (i.e., construction of the new left-turn pocket, modifications to the traffic signal, and new crosswalk across El Camino Real) at the intersection of Middle Avenue and El Camino Real shall be constructed prior to temporary occupancy of Office Building 1 or the Residential Buildings (whichever occurs first). The Applicant shall submit improvement plans to the City for review and approval by the Public Works Director for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvement, curb cuts, driveway, traffic signal, landscaping, and other frontage improvements, as applicable. After receiving approval for the

improvements plans, the Applicant shall submit the improvement plans to Caltrans and request encroachment permit approvals.

iii. The modifications to the site access (i.e., modifications to the traffic signal, and new crosswalk across El Camino Real) at the intersection of Cambridge Avenue and El Camino Real shall be constructed prior to temporary occupancy of Office Buildings 2 or 3 (whichever occurs first). The Applicant shall submit improvement plans to the City for review and approval by the Public Works Director for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvement, curb cuts, driveway, traffic signal, and other frontage improvements, as applicable. After receiving approval for the improvements plans, the Applicant shall submit the improvement plans to Caltrans and request encroachment permit approvals.

iv. Intersection of Middlefield Road/Marsh Road: The proposed mitigation measure for this intersection is the addition of a second westbound left-turn lane and corresponding southbound receiving lane and a second southbound left-turn lane and corresponding eastbound receiving lane. The project's fair share contribution would be 1.6 percent for the second westbound left-turn lane and corresponding receiving lane and 1.1 percent for the second southbound left-turn lane and corresponding receiving lane. Prior to issuance of the permit for the first building structure, the Applicant shall provide a conceptual plan of the improvements and a cost estimate for each of the improvements (including design engineering) for approval by the Transportation Division to determine the fair share contribution. The fair share contribution for the intersection improvements shall be paid prior to the issuance of a building permit. The funds would be available to the Town of Atherton for a 5-year period after which funds will be returned to the Applicant.

v. Intersection of Middlefield Road/Glenwood Avenue-Linden Avenue: The proposed mitigation measure for this intersection is signalization. However, this mitigation measure may require the acquisition of additional right–of-way to install traffic signal equipment and modification of the Glenwood Gate, a physical gate in the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way one-lane road. The mitigation measure would also require approval from the Town of Atherton. The Applicant is required to contribute a fair share financial contribution toward a traffic signal at this location. The project's fair share contribution would be 3.2 percent. The fair share contribution for the intersection improvements shall be paid prior to the issuance of the first building structure permit. The funds would be available to the Town of Atherton for a 5-year period after which funds will be returned to the Applicant.

vi. Intersection of Middlefield Road/Ravenswood Avenue: The proposed mitigation measure for this intersection includes the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure is specified in the City's TIF program. The Applicant should pay traffic impact fees per the current TIF schedule. The mitigation also requires enhancements to bicycle and pedestrian infrastructure which include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a fair share toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program. The Project's fair share contribution would be 11.1 percent of the cost of the improvement. The fair share costs shall be paid prior to the issuance of the first building structure permit.

vii. Bicycle Facilities on Middle Avenue between El Camino Real and University Drive: As a partial mitigation measure to reduce the Project's impact on this roadway segment, the Applicant shall be required to implement, at a minimum, a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. The Applicant shall work with the City to implement either Class II or Class III bicycle facilities on this segment. The improvements are subject to the review and approval of the Transportation Division. The Applicant shall install the proposed bicycle improvements prior to occupancy of the first building.

viii. Prior to issuance of a building permit for the first building, the Applicant shall provide a financial contribution to design of the Ravenswood Avenue Grade Separation project. The amount and/or percentage of the contribution shall be determined by Public Works Director.

ix. The Applicant should actively work to prevent parking intrusion to surrounding neighborhoods or other public streets to the satisfaction of the Public Works Director. The City reserves to the right to require monitoring of any overflow parking from the project.

x. Prior to issuance of first building structure permit, the Applicant shall submit a striping and signage plan for the parking garage subject to review and approval by the Transportation Division.

xi. Transportation Demand Management (TDM) Program: Concurrent with the submittal of the first building structure permit, the Applicant shall submit an updated TDM plan for the review and approval of the Transportation Division. The TDM program shall be consistent with the TDM program outlined in the Final Environmental Impact Report and shall be approved prior to building occupancy.

xii. Within six months after opening of the Middle Avenue pedestrian and bicycle railroad crossing, the Applicant shall conduct a parking duration study to determine whether overflow parking from the project is occurring on Alma Street, in Burgess Park, or in the Linfield Oaks Neighborhood subject to City review and approval. The dates of the survey shall be reviewed and approved by Transportation Division prior to data collection to ensure typical operating conditions and weather. If overflow is observed, the Applicant shall have no more than six months to take steps to eliminate any overflow parking. If after six months, parking overflow is not rectified, the Applicant shall fund the establishment of time restricted parking or a residential parking permit program to eliminate parking overflow.

xiii. Prior to issuance of any project-related building permit and within each construction phase, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the City. The Applicant shall secure adequate parking for any and all construction trades. The plan shall include construction phasing and anticipated method of traffic handling for each phase. The existing sidewalk or an acceptable pedestrian pathway along project's frontage shall be provided during all construction phases except when the new sidewalk is being constructed.

DRAFT – September 26, 2017

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL

WHEREAS, the City of Menlo Park ("City") received applications from Stanford University, ("Applicant") for the removal of 19 heritage trees (including the transplantation of one heritage tree) at the property located at 300-550 El Camino Real ("Project Site") as more particularly described and shown in Exhibit A; and

WHEREAS, the requested tree removals are necessary in order to comprehensively redevelop the Project Site; and

WHEREAS, the removal of Heritage Trees within the City is subject to the requirements of Municipal Code Chapter 13.24, Heritage Trees; and

WHEREAS, the City's Contract Arborist reviewed the requested tree removals over the period of March-July, 2017; and

WHEREAS, the City Arborist determined that the requested removals are justified in recognition of factors #1 (tree condition/health) and #4 (long-term species value); and

WHEREAS, the City's Contract Arborist noted that many of the heritage trees on the Project Site are in fair to poor condition due to the extensive paving of the site and a lack of adequate rooting space; and

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

WHEREAS, an Infill Environmental Impact Report was prepared for the Project that considered the proposed heritage tree removals and was certified by the City Council on September 26, 2017, in accordance with the provisions of the California Environmental Quality Act ("CEQA") and the CEQA Guidelines.

WHEREAS, the City Council adopted the findings a statement of overriding considerations on September 26, 2017 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Environmental Quality Commission of the City of Menlo Park on July 26, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Environmental Quality Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted to recommend to the Planning Commission and City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 19 heritage trees, with a request to revise the landscape plans to use as many California native plants and trees as possible; and

WHEREAS, the landscape plans have been revised to incorporate more California native plants and trees; and

WHEREAS, the revised landscape plans propose over the required two-to-one replacement ratio; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 28, 2017, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 19 heritage trees; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on September 26, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the Heritage Tree Removal Permits and the requested replacement ratio exceeding two new trees for each existing tree.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits for the 19 heritage trees as identified in Project Plan Sheets C-3.5 to C-3.8, attached by this reference herein as Exhibit A.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the ____ day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

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DRAFT – September 26, 2017

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS BETWEEN THE CITY OF MENLO PARK AND STANFORD UNIVERSITY, FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL

WHEREAS, the City of Menlo Park ("City") has received an application from Stanford University ("Applicant"), to demolish the existing buildings on-site and redevelop the property located at 300-550 El Camino Real ("Project Site") and construct one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet, and underground parking garages and surface parking with approximately 930 spaces ("Project"); and

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

WHEREAS, an Infill Environmental Impact Report was prepared for the Project and certified by the City Council on September 26, 2017, in accordance with the provisions of the California Environmental Quality Act ("CEQA") and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on _____, 2017 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Housing Commission of the City of Menlo Park on August 23, 2017 to review the initial draft Below Market Rate ("BMR") Term Sheet, for the provision of 10 on-site BMR units, including two units for the 2131 Sand Hill Road project, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Housing Commission of the City of Menlo Park having fully reviewed, and considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend the Planning Commission of the City of Menlo Park to approve the Affordable Housing Agreement and Declaration of Restrictive Covenants ("BMR Agreement"); and

WHEREAS, Applicant and the City have agreed on 10 on-site units (including two units for the 2131 Sand Hill project) in recognition of both the Project's standard BMR requirement and additional public benefits as negotiated through the Development Agreement, and the BMR Agreement attached hereto as Exhibit A has been structured accordingly; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 28, 2017 whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on September 26, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, on September 26, 2017 the City Council of the City of Menlo Park read and considered that certain BMR Agreement between the City and the Applicant that satisfies the requirement that Applicant comply with Chapter 16.96 of the City's Municipal Code and with the Below Market Rate Housing Program Guidelines.

NOW, THEREFORE, the City Council of the City does hereby **RESOLVE** as follows:

1. Public interest and convenience require the City to enter into the BMR Agreement described above and incorporated herein as Exhibit A.

2. The City hereby approves the BMR Agreement and the City Manager is hereby authorized on behalf of the City to execute the BMR Agreement.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

AFFORDABLE HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT

THIS AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is entered into as of _____, 2017, by and between the **CITY OF MENLO PARK**, a California municipal corporation ("**City**"), and **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California ("**Owner**") with reference to the following facts:

RECITALS

A. Owner is the owner of those certain parcels of real property having current addresses at 300-550 El Camino Real in the City of Menlo Park, California ("**Property**"), as more particularly described in Exhibit A attached hereto.

B. The Parties have entered into a Development Agreement ("**Development Agreement**"), effective _____, of even date herewith, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the "**Project**"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.

C. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Owner offered and agreed to certain terms as specified in the Development Agreement. Section 7 of the Development Agreement specifies that the Parties shall enter into and record this Agreement for the benefit of the City. This Agreement provides that the Project shall include ten (10) units to be occupied exclusively by, and rented to, qualified Low Income Households, as defined below (the "**Low Income Units**"). This Agreement further ensures that the Project will comply with the City's Municipal Code Chapter 16.96 and the City's BMR Housing Program Guidelines as adopted by the City Council of Menlo Park, and amended from time to time and, as in effect as of the date of this Agreement, attached hereto as Exhibit B ("**Guidelines**").

NOW, THEREFORE, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

100. CONSTRUCTION OF THE IMPROVEMENTS.

101. **Construction of the Property.** To the extent provided in the Development Agreement, the Owner agrees to construct the Project in accordance with the City Municipal Code, the Development Agreement, the Guidelines, and all other applicable state and local building codes, development standards, ordinances and zoning codes. No portion of any residential building may be approved for occupancy unless the percentage of Low Income Units approved for occupancy in that portion of the building is equivalent to, or greater than, the percentage of Low Income Units in the entire building (e.g., if 11 percent of the units in the entire building will be Low Income Units, then at least 11 percent of the units approved for occupancy must be Low Income Units).

102. **City and Other Governmental Permits.** Before commencement of the Project, the Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Except as otherwise provided in the Development Agreement, the Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; the staff of the City will, without incurring liability or expense therefor, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

103. **Compliance with Laws.** The Owner shall carry out the acquisition, design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, to the extent that these laws, codes, and standards are consistent with the provisions of the Development Agreement. The Owner shall also ensure that the Project is constructed and operated in compliance with all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

200. OPERATION OF HOUSING

201. **(a) Provision of Low Income Units.** The Low Income Units shall be one-bedroom units, shall be of a quality comparable to all of the other rental units in the Project, and shall be equitably distributed throughout the Project's residential buildings. Prior to occupancy of the first residential unit in the Project, the Owner shall notify the City and the City shall approve of the locations of the Low Income Units within the residential buildings. The location of the individual Low Income Units may float to account for the Next Available Unit Requirement set forth below and as otherwise necessary for the smooth and professional maintenance of the Project, provided that the location of Low Income Units shall remain equitably distributed throughout the Project's residential buildings. Rental of each Low Income Unit shall include the right to use one parking space in the residential buildings' parking garage.

201. **(b) Low Income Units**. As described in Recital C above, the Owner agrees to make available, restrict occupancy, and lease not less than ten (10) of the rental units on the Property exclusively to Low Income Households at Affordable Low Income Rent, as defined below. For purposes of this Agreement, "**Low Income Households**" shall mean those households with incomes that do not exceed the low income limits for San Mateo County, adjusted for household size, as set forth in the Guidelines, and as established and amended from time to time in accordance with the low income limits for San Mateo County established by the State of California in the California Code of Regulations, Title 25, Section 6932 or successor provision ("**Low Income Limits**"). A qualified Low Income Household shall continue to qualify unless at the time of recertification, for two consecutive years, the household's income exceeds the Low Income Limits, then the tenant shall not longer be qualified. Upon the Owner's determination that any such household is no longer so qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall make the next available one-bedroom unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit ("**Next Available Unit Requirement**") and take such other actions, including as specified in Section 11.1.7 of the Guidelines, as may be necessary to ensure that the total required number of units are rented to Low Income Households. The Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.

201. **(c) Income Certification**. On or before July 1 of each year, commencing with the calendar year that the first unit in the Project is rented to a tenant, and annually thereafter, the Owner shall obtain from each household occupying a Low Income Unit and submit to the City a completed income computation and certification form, which shall certify that the income of the household is truthfully set forth in the income certification form, in the form attached hereto as Exhibit C unless a different form is specified by the City or proposed by Owner and approved by the City's Director of Community Development ("**Director**"). The Owner shall certify that each household leasing a Low Income Unit meets the income and eligibility restrictions for the Low Income Unit.

202. **(a) Affordable Rent, Low Income**. The maximum Monthly Rent chargeable for the Low Income Units and actually paid by a Low Income Household shall be thirty percent (30%) of the Low Income Limits, adjusted for assumed household size of two persons in a one-bedroom Low Income Unit (the "**Affordable Low Income Rent**").

202. **(b) Monthly Rent**. For purposes of this Agreement, "**Monthly Rent**" means the total of monthly payments actually made by the household for (a) use and occupancy of each Low Income Unit and land and facilities associated therewith, (b) any separately charged fees or service charges mandatorily assessed by the Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by the Owner, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, cable, and internet service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner.

A sample utility allowance schedule prepared by San Mateo County as of the date of this Agreement is attached as Exhibit D.

203. **Lease Requirements**. At least ninety (90) days prior to occupancy of any residential space in the Project, the Owner shall submit a standard lease form for approval by the Director. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required by the Guidelines. The Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a Low Income Unit upon such tenant's rental of the Low Income Unit. Each lease shall be for an initial term of not less than one year, and shall not contain any of the provisions which are prohibited by the Guidelines.

204. **Selection of Tenants**. Each Low Income Unit shall be leased to tenant(s) selected by the Owner who meet all of the requirements provided herein, and, to the extent permitted by law, with priority given to those eligible households who either live or work in the City of Menlo Park. The City may, from time to time, provide to the Owner names of persons who have expressed interest in renting Low Income Units for the purposes of adding such interested persons to Owner's waiting list to be processed in accordance with Owner's customary policies. The Owner shall not refuse to lease to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

205. **Maintenance**. The Owner shall maintain or cause to be maintained the interior and exterior of the residential buildings at the Property in a decent, safe and sanitary manner, and consistent with the standard of maintenance of first class multifamily apartment projects within San Mateo County, California of the age of the Property improvements. If at any time Owner fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five (5) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after written notice from the City with respect to landscaping and building improvements (or such longer time in accordance with Section 301 of this Agreement), then the City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Owner to the City upon demand.

206. **Monitoring and Recordkeeping**. Throughout the Affordability Period, as defined below, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines and shall annually complete and submit to City by July 1st a Certification of Continuing Program Compliance in a form approved by the City. Representatives of the City shall be entitled to enter the Property, upon at least twenty-four (24) hour notice, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the Low Income Units, and to conduct, or cause to be conducted, an

independent audit or inspection of such records. The Owner agrees to cooperate with the City in making the Property available for such inspection or audit. If for any reason the City is unable to obtain the Owner's consent to such an inspection or audit, the Owner understands and agrees that the City may obtain at Owner's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Owner agrees to maintain records in businesslike manner, and to maintain such records for the Affordability Period.

207. **Non-Discrimination Covenants**. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

208. **Agreement to Limitation on Rents**. The Owner covenants that it has agreed to limit Monthly Rent in the Low Income Units in consideration for the City's agreement to enter into a Development Agreement for the Project, under Civil Code Sections 1954.52(b) and 1954.53(a)(2). The Owner hereby agrees, for so long as this Agreement is operative, that any Low Income Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents and further agrees that any limitations on Monthly Rent imposed on the Low Income Units are in conformance with the Costa-Hawkins Act.

209. **Term of Agreement**. The Property shall be subject to the requirements of this Agreement from the date of recordation of this Agreement until the fifty-fifth (55th) anniversary of the date of the City's signoff of the final building permit permitting occupancy of all planned residential space in the Project. The duration of this requirement shall be known as the "**Affordability Period**."

210. **Expiration of Affordability Period; Release of Property from Agreement**. Prior to the expiration of the Affordability Period, Owner shall provide all notifications required by Government Code Sections 65863.10 and 65863.11 or successor provisions and any other notification required by any state, federal, or local law. In addition, at least six (6) months prior to the expiration of the Affordability Period, the Owner shall provide a notice by first-class mail, postage prepaid, to all tenants in the Low Income Units. The notice shall contain (a) the anticipated date of the expiration of the Affordability Period and (b) any anticipated Monthly Rent increase upon the expiration of the Affordability Period. The Owner shall file a copy of the above-described notice with the City Manager. Upon the expiration of the Affordability Period for all Low Income Units, City shall execute and record a release of the Project, the Property, and each unit in the Project from the burdens of this Agreement within thirty (30) days following written notice from the Owner, if at the time the Owner is in compliance with all terms of this

Agreement, including without limitation the provisions of this section regarding notice of the expiration of the Affordability Period.

300. DEFAULT AND REMEDIES

301. **Events of Default**. The following shall constitute an "**Event of Default**" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Article 300 of this Agreement, the specific provision shall control.

302. **Remedies**. The occurrence of any Event of Default under Section 301 shall give the non-defaulting Party the right to proceed with an action in equity to require the defaulting Party to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement. Any Event of Default under this Agreement shall constitute a Default under the Development Agreement.

303. **Obligations Personal to Owner**. The liability of the Owner under this Agreement to any person or entity is limited to the Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of the Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing the Owner's obligations under this Agreement), shall be rendered against the Owner, the assets of the Owner (other than the Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of the Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent owner of the Project shall be liable or obligated for the breach or default of any obligations of the Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of an "owner" hereunder during its period of ownership.

304. **Force Majeure**. Subject to the Party's compliance with the notice requirements as set forth below, performance by either Party hereunder shall not be deemed

to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the Party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other Party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

305. **Attorneys' Fees**. In addition to any other remedies provided hereunder or available pursuant to law, if either Party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover from the other Party its costs of suit and reasonable attorneys' fees.

306. **Remedies Cumulative**. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

307. **Waiver of Terms and Conditions**. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

308. **Non-Liability of City Officials and Employees**. No member, official, employee or agent of the City shall be personally liable to the Owner or any occupant of any Low Income Unit, or any successor in interest, in the event of any default or breach by the City or failure to enforce any provision hereof, or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

400. GENERAL PROVISIONS

401. **Guidelines**. This Agreement incorporates by reference the provisions of Sections 1, 2, 3.1, 4.1.2, 5.1, 5.2, 5.3, 7.1, 7.2.1, 7.2.3, 7.2.4, 7.2.5, 11.1.1, 11.1.2, 11.1.3 through 11.1.6, 11.1.8, 13.6, and 13.7 of the Guidelines as of the date of this Agreement and any successor sections as the Guidelines may be amended from time to time and expresses the entire obligations and duties of Owner with respect to the Owner's obligations under the Guidelines. No other requirements or obligations under the Guidelines shall apply to Owner except as expressly provided for in this Agreement. In the event of any conflict or ambiguity between this Agreement, the Development Agreement, the requirements of state and federal fair housing laws, and the Guidelines, the

terms and conditions of this Agreement, the Development Agreement, and the requirements of state and federal fair housing laws shall control. In the event of any conflict or ambiguity between this Agreement and the Development Agreement, the Development Agreement shall control.

402. **Time**. Time is of the essence in this Agreement.

403. **Notices**. Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner: Stanford University
Vice President, Land Buildings & Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Robert C. Reidy

With a copy to:
Stanford University
Vice President and General Counsel
P.O. Box 20386
Stanford, CA 94305
Attention: Debra Zumwalt

City: City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

With a copy to:
City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

404. **Covenants Running with the Land; Successors and Assigns**. The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of

foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

405. **Subordination**. At Owner's request, this Agreement may be subordinated to liens, including a deed of trust (in each case a "**Senior Loan**"), which secure the financing used to acquire, construct, operate, or refinance the Project, but only if all of the following conditions are satisfied:

(a) The Owner shall submit to the City an appraisal of the Property, completed or updated within 90 days of the proposed closing of the Senior Loan, demonstrating that the amount of all proposed Senior Loans does not exceed eighty percent (80%) of the appraised fair market value of the Property.

(b) The proposed lender of the Senior Loan (the "**Senior Lender**") must not be an Affiliated Party. For the purposes of this Section, an "**Affiliated Party**" is any corporation, limited liability company, partnership, or other entity which is controlling of, or controlled by, or under common control with the Owner, and "control," for purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. The terms "controlling" and "controlled" have the meanings correlative to "control."

(c) Any subordination agreement shall provide that the Low Income Units described in this Agreement unconditionally shall continue to be provided as required by the Development Agreement and Section 404 of this Agreement, provided that any successor in interest to Owner as owner of the Property claiming through the foreclosure or sale under any deed of trust shall not be liable for any violations of the BMR agreement which occurred prior to such successor taking title. In addition, any subordination agreement shall provide that such successor shall, within 90 days after taking title to the Property, execute a new BMR agreement approved by the City and consistent with the provisions of this Agreement, evidencing the obligation to continue to provide the Low Income Units.

(d) No subordination agreement may limit the effect of this Agreement before a foreclosure, nor require consent of the Senior Lender or assignee to exercise of any remedies by the City under this Agreement or the Development Agreement;

(e) The subordination described in this Section 405 may be effective only during the original term of the loan of the Senior Lender and not during any extension of its term or refinancing, unless otherwise approved in writing by the City Manager, which approval shall not be unreasonably withheld or delayed, provided that the conditions in this Section 405 are met.

(f) Owner shall submit adequate documentation to City so that City may determine that a proposed Senior Loan conforms with the provisions of this Section 405. Upon a determination by the City Manager that the conditions in this Section 405 have been satisfied, the City Manager is authorized to execute the approved subordination agreement.

406. **Intended Beneficiaries**. The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of low income, as required by the Guidelines, and to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Owner and their assigns and successors, shall have any right of action hereon.

407. **Partial Invalidity**. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

408. **Governing Law**. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

409. **Each Party's Role in Drafting the Agreement**. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

410. **Amendment**. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

411. **Approvals**. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Below Market Rate Housing Agreement as of the date and year set forth above.

OWNER:

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California

By: _____

Robert C. Reidy, Vice President Land, Buildings & Real Estate

Date: _____

CITY:

CITY OF MENLO PARK,
a California municipal corporation

By: _____

Alex D. McIntyre, City Manager

Date: _____

List of Exhibits:

Exhibit A: Property Description
Exhibit B: Below Market Rate Housing Program Guidelines
Exhibit C: Compliance Forms and Certifications
Exhibit D: Sample Utility Allowance

DRAFT

Exhibit A

Property Description

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

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Exhibit B

Below Market Rate Housing Program Guidelines

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Exhibit C

Compliance Forms and Certifications

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Exhibit D

Sample Utility Allowance

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***DRAFT* – September 26, 2017**

ORDINANCE NO.___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT WITH STANFORD UNIVERSITY FOR THE PROPERTY LOCATED AT 300-550 EL CAMINO REAL

The City Council of the City of Menlo Park does hereby ORDAIN as follows:

SECTION 1. This Ordinance is adopted under the authority of Government Code Section 65864 *et seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that Development Agreement, Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real, Menlo Park, CA) (the "Development Agreement") by and between the City and Stanford University ("Applicant") attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The City, as lead agency, prepared an Infill Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the property at 330-500 El Camino Real (the "Property"). On September 26, 2017, by Resolution No. _____, the City Council certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

SECTION 3. As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on August 28, 2017 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan; is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 4. The City Council held a duly and properly noticed public hearing on the Development Agreement on August 29, 2017. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan land use designation for the Property is El Camino Real/Downtown Specific Plan and the zoning for the Property is SP-ECR/D (El Camino Real/Downtown Specific Plan).

2. The Applicant proposes a unified development on the Property consisting of approximately 8.43 acres (367,174 square feet).

3. The Applicant proposes to demolish the existing buildings on-site and redevelop the Property with the subsequent construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet. Underground parking garages and surface parking would include approximately 930 spaces (the "Project").

SECTION 5. As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan.

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located.

3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.

4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.

6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, financial commitments.

SECTION 6. Based upon the above findings of fact, the Development Agreement for the Project is hereby approved. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

SECTION 7. No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

SECTION 8. If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 9. The ordinance shall take effect 30 days after its passage and adoption. Within 15 days of its adoption, the ordinance shall be posted in three public places within the City, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City prior to the effective date.

INTRODUCED on the _____ day of _____, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Kirsten Keith
Mayor, City of Menlo Park

ATTEST:

_____
Clay Curtin
Interim City Clerk

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DEVELOPMENT AGREEMENT

MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

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DEVELOPMENT AGREEMENT

MIDDLE PLAZA PROJECT
(300 – 550 EL CAMINO REAL)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of this ___ day of _____, 2017, by and between the City of Menlo Park, a municipal corporation of the State of California ("**City**") and Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California ("**Owner**"), pursuant to the authority of California Government Code Sections 65864-65869.5 and City Resolution No. 4159.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the City and Owner:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. As authorized by Government Code Section 65865(c), the City has adopted Resolution No. 4159 establishing the procedures and requirements for the consideration of development agreements within the City.

C. Owner owns those certain parcels of real property having current addresses at 300 – 550 El Camino Real in the City of Menlo Park, California ("**Property**") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto, upon which Owner has applied to construct the Project commonly known as Middle Plaza.

D. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property in accordance with the Project Approvals and any other Approvals.

E. The City examined the environmental effects of the Project in an Environmental Impact Report ("**EIR**") prepared for the Menlo Park El Camino Real/ Downtown Specific Plan and an Infill EIR prepared for the Project pursuant to the California Environmental Quality Act ("**CEQA**"). On _____, 2017 the City Council of the City reviewed and certified the Infill EIR.

F. The City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for, and secure orderly development of, the Project and otherwise achieve the goals and purposes for which Resolution No. 4159 was enacted by City. The Project will further the goals and objectives of the Menlo Park El Camino Real/ Downtown Specific Plan, and generate the additional public benefits described in this Agreement, along with other fees for the City. Owner will incur substantial costs in order to comply with the conditions of the Approvals and otherwise in connection with the development of the Project. In exchange for the public benefits and other benefits to the City, Owner desires to receive vested rights, including, without limitation, legal assurances that the City will grant permits and approvals required for the development, occupancy and use of the Property and the Project in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Owner desire to enter into this Agreement.

G. On _____, 2017, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement: (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan and Menlo Park El Camino Real/ Downtown Specific Plan (as both are defined in this Agreement); (2) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located; (3) conforms with public convenience, general welfare and good land use practices; (4) will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; (5) will not adversely affect the orderly development of property or the preservation of property values within the City; and (6) will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

H. Thereafter, _____, 2017 the City Council held a duly noticed public hearing on this Agreement pursuant to Resolution No. 4159. The City Council made the same findings and determinations as the Planning Commission. On that same date, the City Council made the decision to approve this Agreement by introducing Ordinance No. _____ ("**Enacting Ordinance**"). A second reading was conducted on the Enacting Ordinance on _____, 2017, on which date the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on _____, 2017.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and Resolution No. 4159, and in consideration of the mutual covenants and promises of the City and Owner herein contained, the City and Owner agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Owner to complete the Project and to develop and occupy the Property in accordance with Existing City Laws, this Agreement and the items described in the Project Approvals (as defined in this Agreement).

1.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City governing the permitted uses of land, density, design, and improvement applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, the City Laws shall include the General Plan, the Menlo Park El Camino Real/ Downtown Specific Plan, and the City's Zoning Ordinance.

1.3 City Manager. The City Manager or his or her designee as designated in writing from time to time. Owner may rely on the authority of the designee of the City Manager.

1.4 City Wide. Any City Law, Fee or other matter that is generally applicable to one or more kinds or types of development or use of property wherever located in the City or that is applicable only within the area included in the Menlo Park El Camino Real/Downtown Specific Plan. A City Law, Fee or other matter shall not be City Wide if, despite its stated scope, it applies only to the Property or to one or more parcels located within the Property, or if the relevant requirements are stated in such a way that they apply only to all or a portion of the Project and not to other parcels or properties in the Menlo Park El Camino Real/Downtown Specific Plan.

1.5 Community Development Director. The City's Community Development Director or his or her designee.

1.6 Conditions. All conditions, dedications, reservation requirements, obligations for on- or off-site improvements, services, other monetary or non-monetary requirements and other conditions of approval imposed, charged by or called for by the City in connection with the development of or construction on real property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review of any project, or impositions made under applicable City Laws.

1.7 Crossing. A pedestrian/bicycle crossing at or near Middle Avenue that will improve bicycle and pedestrian circulation between El Camino Real and Alma Street, connecting the downtown and residential neighborhoods west of El Camino Real with Burgess Park, the Menlo Park Civic Center complex, and the north-south bicycle lanes on Alma Street.

1.8 Default. As to Owner, the failure of Owner to comply substantially and in good faith with any obligations of Owner under this Agreement; and as to the City, the failure of the City to comply substantially and in good faith with any obligations of City

under this Agreement; any such failure by Owner or the City shall be subject to cure as provided in this Agreement.

1.9 Effective Date. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital H of this Agreement.

1.10 El Camino Real/ Downtown Specific Plan: Collectively, the Specific Plan governing the Property, as adopted by the City Council in June 2012 and that become effective on July 12, 2012, as amended as of the date of adoption of the Enacting Ordinance.

1.11 Existing City Laws. The City Laws in effect as of the Effective Date.

1.12 Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the use, development of or construction on real property under Existing City Laws, but not including Processing Fees. Fees includes impact fees, which are the monetary amount charged by the City or equivalent in-kind obligation in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including any "fee" as that term is defined by Government Code Section 66000(b) and including any fees included in the MMRP.

1.13 General Plan. Collectively, the General Plan for the City, including all elements as adopted by the City Council on November 29, 2016.

1.14 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any state or federal codes, statutes, executive mandates or court decisions thereunder. The term "Laws" shall exclude City Laws.

1.15 Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP for the Project, which includes the applicable measures required to be implemented by the Menlo Park El Camino Real/Downtown Specific Plan.

1.16 MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.

1.17 Mortgage. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.

1.18 Mortgagee. With respect to any Mortgage, any mortgagee or beneficiary thereunder.

1.19 Party. Each of the City and Owner and their respective successors, assigns and transferees (collectively, "Parties").

1.20 Processing Fee. A fee imposed by the City upon the submission of an application or request for a permit or Approval, which is intended to cover only the estimated cost to the City of processing such application or request and/or issuing such permit or Approval and which is applicable to similar projects on a City Wide basis, including but not limited to building permit plan check and inspection fees, public works, engineering and transportation plan check and inspection fees, subdivision map application, review and processing fees, fees related to the review, processing and enforcement of the MMRP, and fees related to other staff time and attorney's time incurred to review and process applications, permits and/or Approvals; provided such fees are not duplicative of or assessed on the same basis as any Fees.

1.21 Project. The uses of the Property, the site plan for the Property and the Vested Elements (as defined in Section 3.1), as authorized by or embodied within the Project Approvals and the actions that are required pursuant to the Project Approvals. Specifically, the Project includes the demolition of the existing structures on the Property and the construction of new buildings including residential, non-medical office space, ground floor retail/restaurant space, at-grade parking, an underground parking garage, a privately owned and operated publicly accessible plaza, and related site improvements, landscaping and infrastructure, as more particularly described in the Project Approvals.

1.22 Project Approvals. The following approvals for the Project granted, issued and/or enacted by the City as of the date of this Agreement, as amended, modified or updated from time to time: (a) this Agreement; (b) the findings, statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) Architectural Control; (d) Lot Merger; (e) Heritage Tree Removal Permits; and (f) Below Market Rate Housing Agreement.

1.23 Resolution No. 4159. City Resolution No. 4159 entitled "Resolution of the City Council of the City of Menlo Park Adopting Regulations Establishing Procedures and Requirements for Development Agreements" adopted by the City Council of the City of Menlo Park on January 9, 1990.

1.24 Substantial Crossing Progress. To constitute Substantial Crossing Progress: (i) the City must have completed and the City Council must have approved the final design for the Crossing; (ii) the City must have completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iii) the City must have made substantial progress toward obtaining funding for the cost of construction of the Crossing. For purposes of this paragraph, substantial progress toward obtaining funding for the cost of construction of the Crossing means that the City has secured a minimum of fifteen percent (15%) of the cost to construct the Crossing (excluding Owner’s contribution).

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the rights and obligations of the Parties hereunder shall be effective as of the Effective Date. Not later than ten (10) days after the Effective Date, the City and Owner shall execute and acknowledge this Agreement, and the City shall cause this Agreement to be recorded in the Official Records of the County of San Mateo, State of California as provided for in Government Code Section 65868.5. However, the failure to record this Agreement within the time period provided for in Government Code Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. This Agreement shall terminate ten (10) years from the Effective Date (the "**Term**"), unless earlier terminated under Sections 10, 12, or 17 of this Agreement or extended by mutual written agreement under Section 10.1. Notwithstanding the foregoing, and subject to this Agreement's termination provisions, if the City has made Substantial Crossing Progress, then the term of this Agreement shall continue until the earlier of: (a) payment by the Owner of the Crossing Payment pursuant to Section 5; (b) the City Council's decision to abandon pursuit of the funding and construction of the Crossing; or (c) five (5) years beyond the initial ten (10)-year term.

2.3 Expiration of Term. Except as otherwise provided in this Agreement or any of the Approvals, upon the expiration of the Term of this Agreement: (a) this Agreement, and the rights and obligations of the Parties under this Agreement, shall terminate; and (b) Owner shall thereafter comply with the provisions of the City Laws and Approvals then in effect or thereafter enacted and applicable to the Property and/or the Project, except that the expiration of the Term of this Agreement shall not affect any rights of Owner that are or would be vested under City Laws in the absence of this Agreement or any other rights arising from Approvals granted or issued by the City for the construction or development of all or any portion of the Project.

3. General Development of the Project.

3.1 Project. Owner shall have the vested right to develop and occupy the Property in accordance with the terms and conditions of this Agreement and the Project Approvals, and any additional Approvals for the Project and/or the Property obtained by Owner, as the same may be amended from time to time upon application by Owner; and City shall have the right to control development of the Property in accordance with the Approvals for the Project and/or the Property and the provisions of this Agreement, so long as this Agreement remains effective. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws (the three of which collectively constitute the "**Vested Elements**") shall control the overall development, use and occupancy of the Property, and all improvements and appurtenances in connection therewith, including, without limitation, the density and intensity of use , and all Mitigation Measures and Conditions required or imposed in connection with the Project Approvals in order to minimize or eliminate

environmental impacts of the Project. The Project Approvals shall not expire so long as this Agreement remains effective.

3.2 Subsequent Projects. The City agrees that as long as Owner develops and occupies the Project in accordance with the terms of this Agreement, Owner's right to develop and occupy the Property shall not be diminished despite the impact of future development in the City on public facilities, including, without limitation, City streets, water systems, sewer systems, utilities, traffic signals, sidewalks, curbs, gutters, parks and other City owned public facilities that may benefit the Property and other properties in the City.

3.3 Other Governmental Permits. Owner or City (whichever is appropriate) shall apply for such other permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the Project (e.g. the California Department of Transportation) as may be required for the development of or provision of services to the Project; provided, however, the City shall not apply for any such permits or approvals without Owner's prior written approval. The City shall use its best efforts to promptly and diligently cooperate, at no cost to the City, with Owner in its endeavors to obtain such permits and approvals and, from time to time at the request of Owner, shall proceed with due diligence and in good faith to negotiate and/or enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. All such applications, approvals, agreements, and permits shall be obtained at Owner's cost and expense, including payment of City staff time in accordance with standard practices, and Owner shall indemnify City for any liabilities imposed on City arising out of or resulting from such applications, permits, agreements and/or approvals. The indemnifications set forth in this Section 3.3 shall survive the termination or expiration of this Agreement. To the extent allowed by applicable Laws, Owner shall be a party or third party beneficiary to any such agreement between City and such agencies and shall be entitled to enforce the rights of Owner or the City thereunder and/or the duties and obligations of the parties thereto. Notwithstanding any provision in this Agreement, the design, construction and operation of the Crossing is not part of the Project and Owner shall bear no responsibility for paying for applications, approval, agreements, and permits for the Crossing, nor shall Owner indemnify the City for any liabilities imposed on City arising out of or resulting from applications, permits, agreements and/or approvals for the Crossing.

3.4 Vesting. The Parties acknowledge and agree that this Agreement vests Owner's rights to develop the Project in accordance with the terms of this Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), and the provisions of state law concerning development agreements.

3.5 Processing Fees. Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.1, at the time any Approvals are applied for, the City may charge Processing Fees to Owner for land use approvals,

building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis at the time Owner submits an application for those permits.

3.6 Additional Fees: Except as set forth in this Agreement and the Project Approvals, the City shall not impose any new or additional Fees not in existence as of October 1, 2017 or not applicable to the Project in accordance with the Existing City Laws, the Project Approvals and this Agreement, whether through the exercise of the police power, the taxing power, or any other means, other than those set forth in the Project Approvals, the Existing City Laws and this Agreement. In addition, except as set forth in this Agreement, the base or methodology for calculating all such Fees applicable to the construction and development of the Project shall remain the same as the base or methodology for calculating such Fees that is in effect as of October 1, 2017. Notwithstanding the foregoing, if as of October 1, 2017, the Existing City Laws under which the Fees applicable to the Project have been imposed provide for automatic increases in Fees based upon the consumer price index or other method, then the Project shall be subject to any such increases in such Fees resulting solely from the application of any such index or method in effect on October 1, 2017. Notwithstanding the foregoing, the following provisions shall apply:

3.6.1 If the City forms an assessment district including the Property, and the assessment district is City Wide or applied to all El Camino Real/Downtown Specific Plan properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Owner, the Property may be legally assessed through such assessment district based on the benefit to the Property (or the methodology applicable to similarly situated properties), which assessment shall be consistent with the assessments of other properties in the district similarly situated. In no event, however, shall Owner's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Owner's development rights for the Project.

3.6.2 The City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis or applicable to all El Camino Real/Downtown Specific Plan properties at the time Owner submits an application for those permits.

3.6.3 If the City exercises its taxing power in a manner which will not change any of the Conditions applicable to the Project, and so long as any new taxes or increased taxes are uniformly applied on a City Wide basis or applied uniformly to El Camino Real/Downtown Specific Plan properties, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City similarly situated.

3.6.4 If the City enacts new impact fees that apply on a City Wide basis or are applied uniformly to El Camino Real/Downtown Specific Plan properties and which address matters that are not identified or addressed by the mitigation measures, Conditions on

the Project, community benefits, or required on- or off-site improvements, then the Project shall be subject to any such impact fees as of the effective date of the City ordinance. For purposes of this Section, the parties agree that any impact fees addressing transportation including railroad crossings, housing, open and publicly accessible spaces, utilities including energy and water, and any impacts identified and mitigated in the Environmental Impact Report for the project, constitute impact areas that are addressed by the Project and the Project Approvals, and that any new impact fees related to these impact areas shall not apply to the Project. This list is not intended to be exhaustive, but to illustrate some of the areas in which new impact fee programs would not apply to the project.

3.7 Effect of Agreement. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

3.8 Review and Processing of Approvals. The City shall accept, review and shall use its best efforts to expeditiously process Owner's applications and requests for Approvals in connection with the Project in good faith and in a manner which complies with and is consistent with the Project Approvals and this Agreement. The City shall approve any application or request for an Approval which complies and is consistent with the Project Approvals. Owner shall provide the City with the Processing Fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations. Owner shall submit all applications and requests for Approvals in the manner required under the procedures specified in the applicable City Laws in effect as of the time of such submittal. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and issuance of the approvals and permits for the development and occupation of the Project in accordance with the Project Approvals.

4. Specific Criteria Applicable to the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including, but not limited to any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise expressly provided in this Agreement, the laws and policies applicable to the Property are and shall be as set forth in Existing City Laws (regardless of future changes in Existing City Laws by the City) and the Project Approvals. Owner shall also have the vested right to develop and occupy or to cause the Property to be developed and occupied in accordance with the Vested Elements; provided that the City may apply and enforce the California Building Standards Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code), the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, the California Energy Code, and the California Green Building Standards, all as amended by the City from time to time, as such codes may be in effect at the time Owner submits an application for a building permit for any aspect of the Project or Property. Without limiting the generality

of the foregoing, except as otherwise expressly provided in this Agreement, during the Term of this Agreement, the City shall not, without the prior written consent of Owner: (a) apply to the Project or Property any new or amended ordinance, resolution, rule, regulation, requirement or official policy that is inconsistent with any Existing City Laws or Approvals and that would have the effect of delaying, preventing, adversely affecting or imposing any new or additional condition with respect to the Project; or (b) apply to the Project or Property or any portion thereof any new or amended ordinance, resolution, rule, regulation, requirement or official policy that requires additional discretionary review or approval for the proposed development, use and/or occupancy of the Project. Nothing herein shall affect Owner's right to challenge any amendments to the aforementioned codes.

4.2 Application of New City Laws. Nothing herein shall prevent the City from applying to the Property new City Laws that are not inconsistent or in conflict with the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not affect the Vested Elements or impose any new or additional Fees or other conditions on the Project or Property that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project or Property shall be considered in conflict with this Agreement and the Existing City Laws:

(a) Limiting or reducing the uses or mix or uses permitted on the Property or the density or intensity of use of the Property;

(b) Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals; or

(c) Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by the Project Approvals.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws. Prior to the adoption of any new City Law, including without limitation any change in the City's affordable housing rules or policies, City shall, upon Owner's request, confer as to whether such new City Law would be considered in conflict with this Agreement and Existing City Laws.

4.3 Timing. Without limiting the foregoing, no moratorium or other limitation affecting the development and occupancy of the Project or the rate, timing or sequencing thereof shall apply to the Project.

4.4 Subsequent Environmental Review. The Parties acknowledge and agree that the EIR contains a thorough environmental analysis of the Project, and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level the environmental impacts of the Project. The Parties further

acknowledge and agree that the EIR provides an adequate environmental analysis for the City's decisions to authorize Owner to proceed with the Project as embodied in the Project Approvals and this Agreement and subsequent development of the Project during the Term of this Agreement. The Mitigation Measures imposed are appropriate for the implementation of proper planning goals and objectives and the formulation of Project conditions of approval. In view of the foregoing, the City agrees that the City will not require another or additional environmental impact report or environmental review for any subsequent Approvals implementing the Project to the extent that is consistent with the California Environmental Quality Act. Owner shall defend, indemnify and hold the City harmless from any costs or liabilities incurred by the City in connection with any litigation seeking to compel the City to perform additional environmental review of any subsequent Approvals.

4.5 Easements; Improvements. The City shall cooperate with Owner in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or appropriate in connection with the development of the Project. If any such easement is owned by the City or an agency of the City, the City or such agency shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary in order to abandon and relocate such easement(s) as necessary or appropriate in connection with the development of the Project in accordance with the Project Approvals. All on-site and off-site improvements required to be constructed by Owner pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Owner.

5. Funding for Crossing. Owner shall be obligated to pay the City fifty percent (50%) of the cost to construct the Crossing, up to a maximum of Five Million Dollars ($5,000,000) ("**Crossing Payment**"). For purposes of this Section 5, "costs" shall include design, permitting, right-of-way acquisition, construction and other costs reasonably related to such construction. The Crossing Payment shall be made as a one-time lump sum payment within sixty (60) days of written demand by City supported by evidence of the cost of Crossing construction reasonably acceptable to Owner, once City has confirmation that: (i) it has obtained or has been awarded complete and full funding to construct all components of the Crossing; (ii) the City has completed and the City Council has approved the final design for the Crossing; (iii) the City has completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iv) the City has obtained all necessary approvals, permits and property rights from other public agencies and private landowners to construct and operate the Crossing. Until the Crossing Payment is made, the maximum amount of the payment shall be adjusted annually by the Engineering News Record Construction Cost Index for the San Francisco Bay Area on June 30 of each year. If the Term expires without extension pursuant to Section 2.2, Owner shall be relieved of the obligation to make the Crossing Payment. In no event shall the Crossing Payment exceed the unfunded portion of the costs of the Crossing. "Unfunded" shall mean the portion of the cost not funded by grants and/or payments from third parties. If, after collecting the

Crossing Payment from Owner, City decides not to construct the Crossing, City shall refund the full Crossing Payment to Owner.

6. Education Foundation Payments. To support the Menlo Park City School District, Owner agrees to pay the Menlo Park Atherton Education Foundation an initial lump sum payment of One Million Five Hundred thousand dollars ($1,500,000) to be placed in an endowment fund for support of the District. The initial lump sum payment shall be due and payable one (1) year after issuance of the last building permit for the residential and office buildings to be constructed as part of the Project. In addition, Owner agrees to pay the Menlo Park Atherton Education Foundation a second lump sum payment for the same endowment fund of up to One Million dollars ($1,000,000) of any savings by Owner in its contribution to the cost of the Crossing to be determined as follows: (a) the second lump sum payment shall be due and payable to the Education Foundation within sixty (60) days of completion of construction of the Crossing; (b) the amount of the second lump sum payment shall be equal to the difference between the maximum amount of the Crossing Payment described in Section 5 of this Agreement (Five Million dollars [$5,000,000] as adjusted annually by the Engineering News Record Construction Cost Index) and any lesser amount demanded by the City for Owner's contribution to the Crossing pursuant to Section 5 of this Agreement, so long as the resulting second lump sum payment does not exceed One Million dollars ($1,000,000). For example, if application of the Construction Cost Index results in a maximum Crossing Payment of Five Million Two Hundred Thousand dollars ($5,200,000) and, based on the City's demand, Owner's actual 50% share of the crossing is Four Million Five Hundred Thousand dollars ($4,500,000), the amount of the second lump sum payment to the Education Foundation would be Seven Hundred Thousand dollars ($700,000). If application of the Construction Cost Index results in a maximum Crossing Payment of Five Million Two Hundred Thousand dollars ($5,200,000) and, based on the City's demand, Owner's actual 50% share of the crossing is Four Million dollars ($4,000,000), the amount of the second lump sum payment to the Education Foundation would be One Million dollars ($1,000,000) because the One Million Two Hundred Thousand dollar ($1,200,000) difference would be capped at a payment of One Million dollars ($1,000,000). In no event would the combined total of the Crossing Payment demanded by the City pursuant to Section 5 of this Agreement and the second lump sum payment to the Education Foundation exceed Five Million Dollars ($5,000,000) as adjusted annually by the Engineering News Record Construction Cost Index.

7. Affordable Housing. Concurrently with the recordation of this Agreement, Owner and City shall execute and record an Affordable Housing Agreement ("**Affordable Housing Agreement**") in the form attached as Exhibit C, which shall provide, among other things, for the provision of a total of ten (10) units in the Project to be occupied exclusively by, and rented to, Low Income Households ("Low Income Units"). Owner further acknowledges, under Civil Code Sections 1954.52(b) and 1954.53(a)(2), that it

has agreed to limit rents in the Low Income Units in consideration for the City's agreements to enter into a Development Agreement for the Project and for the City's approval of this Agreement, as described in the BMR Housing Agreement. Owner hereby agrees that any Low Income Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents, and further agrees that any limitations on rents imposed on the Affordable Units are in conformance with the Costa-Hawkins Act.

8. Privately Owned and Operated Publicly Accessible Open Space: The Project includes a privately owned and operated publicly accessible plaza at Middle Avenue. Prior to issuance of a City permit allowing occupancy of office, retail, or residential space in the Project, the Parties shall enter into and record a public use agreement in substantially the same form as the agreement attached to this Agreement as Exhibit D (the "**Public Use Agreement**"). The Public Use Agreement may be amended from time to time by mutual agreement of the City and the Owner, and any amendment to the Public Use Agreement shall automatically be deemed to be incorporated into this Agreement without any further requirement to amend this Agreement.

9. Indemnity. Owner shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors, and employees (collectively, "**City Indemnified Parties**") from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, any work to construct the Project, or litigation challenging any Approval with respect thereto(collectively, "**Owner Claims**"); provided, however, that Owner shall have no liability under this Section 8 for Owner Claims arising from the sole negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or that are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Owner and accepted by the City.

10. Periodic Review for Compliance.

10.1 Annual Review. The City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of Owner's good faith compliance with the terms of this Agreement pursuant to Government Code § 65865.1 and Resolution No. 4159. Notice of such annual review shall be provided by the City's Community Development Director to Owner not less than thirty (30) days prior to the date of the hearing by the Planning Commission on Owner's good faith compliance with this Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement. Owner shall demonstrate good faith compliance with this Agreement. At the conclusion of the review, the Planning Commission shall determine on the basis of substantial evidence whether the Owner has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council within ten (10) days of its decision. A finding by the Planning Commission or City Council, as applicable, of good

faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.

10.2 Non-Compliance. If the Planning Commission (if its finding is not appealed) or City Council finds that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Owner describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Owner to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Owner shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Owner commences within such thirty (30) day time period the actions necessary to cure such Default and diligently proceeds to complete such actions necessary to cure such Default, Owner shall have such additional time period as may be required by Owner within which to cure such Default.

10.3 Failure to Cure Default. If Owner fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

10.4 Proceeding Upon Amendment or Termination. If, upon a finding under Section 10.2 of this Agreement and the expiration of the cure period specified in such Section 10.2 without the Owner having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Owner of its intention so to do. The notice shall be given at least thirty (30) days before the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement that the City proposes to terminate or to amend this Agreement; and

(c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

10.5 Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Owner shall be given an opportunity to be heard, and Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Owner's agreement to amend rather than terminate, amend this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

10.6 Effect on Transferees. If Owner has transferred a partial interest in the Property to another party so that title to the Property is held by Owner and additional parties or different parties, the City shall conduct one annual review applicable to all parties with a partial interest in the Property and the entirety of the Property. If the City Council terminates or amends this Agreement based upon any such annual review and the determination that any party with a partial interest in the Property has not complied in good faith with the terms and conditions of this Agreement, such action shall be effective as to all parties with a partial interest in the Property and to the entirety of the Property.

11. Permitted Delays; Subsequent Laws.

11.1 Extension of Times of Performance. In addition to any specific provisions of this Agreement, the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such obligation shall be extended; where delays or failures to perform are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasi-governmental entities other than the City, unusually severe weather, acts of another Party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse the City's performance) or any other causes beyond the reasonable control, or without the fault, of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause of the delay. If a delay occurs, the Party asserting the delay shall use reasonable efforts to notify promptly the other Parties of the delay. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause of the delay, the period shall commence to run as of only thirty (30) days prior to the giving of such notice. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Owner. Litigation attacking the validity of the EIR, this Agreement, the Project Approvals, future Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 11.1, but only to the extent such litigation causes a delay and the Party asserting the delay complies with the notice and other provisions regarding delay set forth hereinabove. Notwithstanding this Section 11.1, in no event shall the Term (or any extended term) of this Agreement as set forth in Section 2.2 be extended by any such delay without approval of the City Council and the mutual written agreement of the City and Owner.

11.2 Superseded by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this

Agreement. If such modification or suspension is infeasible in Owner's reasonable business judgment, then Owner shall have the right to terminate this Agreement by written notice to the City. Owner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the preceding, nothing herein shall permit the City to enact Laws that conflict with the terms of this Agreement.

12. Termination.

12.1 City's Right to Terminate. The City shall have the right to terminate this Agreement only under the following circumstances: The City Council has determined that Owner is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 9 of this Agreement.

12.2 Owner's Right to Terminate. Owner shall have the right to terminate this Agreement only if both of the following occur:

(a) In the notice to the City terminating this Agreement, Owner requests City in writing to rescind the Project Approvals; and

(b) One of the following has occurred:

(1) Owner has determined that the City is in Default, has given the City notice of such Default and the City has not cured such Default within thirty (30) days following receipt of such notice, or if the Default cannot reasonably be cured within such thirty (30) day period, the City has not commenced to cure such Default within thirty (30) days following receipt of such notice and is not diligently proceeding to cure such Default; or

(2) Owner is unable to complete the Project because of supersedure by a subsequent Law or court action, as set forth in Sections 11.2 and 16 of this Agreement; or

(3) Owner determines in its business judgment that it does not desire to proceed with the construction of the Project.

12.3 Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties.

12.4 Effect of Termination. If this Agreement is terminated pursuant to this Section 11, such termination shall not affect any condition or obligation due to the City from Owner prior to the date of termination.

12.5 Recordation of Termination. In the event of a termination, the City and Owner agree to cooperate with each other in executing and acknowledging a

Memorandum of Termination to record in the Official Records of San Mateo County within thirty (30) days following the effective date of such termination.

13. Remedies.

13.1 No Damages. City and Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Owner agree that in no event shall a Party, or its boards, commissions, officers, agents, or employees, be liable in damages for an Default under this Agreement. This exclusion on damages shall not preclude actions by a Party to enforce payments of monies or fees due or the performance of obligations requiring the expenditures of money under the terms of this Agreement.

13.2 Remedies Cumulative. In the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suit for specific performance to remedy a specific breach; (b) suits for declaratory or injunctive relief; (c) suit for mandamus under Code of Civil Procedure Section 1085, or special writ; and (d) termination or cancellation of this Agreement. While Owner is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Approval until Owner cures the Default. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

13.3 Parties' Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party. The provisions of this Section 12 shall survive and remain in effect following the expiration of the Term or termination or cancellation of this Agreement.

14. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver.

15. Attorneys' Fees. If a Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise to enforce rights or obligations arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party its costs and expenses of such action or proceeding, including reasonable attorneys' fees and costs, and costs of such action or proceeding, which shall be payable whether such action or proceeding is prosecuted to judgment. "**Prevailing Party**" within the meaning of this Section 14 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

16. Limitations on Actions. The City and Owner hereby renounce the existence of any third party beneficiary of this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any provisions of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

17. Owner's Right of Termination; Indemnity. If any court action or proceeding is brought by any third party to challenge the EIR, the Project Approvals and/or the Project, or any portion thereof, and without regard to whether Owner is a party to or real party in interest in such action or proceeding, or this Agreement is the subject of a referendum petition submitted to the City, then Owner shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action, proceeding, or referendum, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, provided that in the notice to the City, Owner requests City in writing to rescind the Project Approvals. If Owner elects not to terminate this Agreement, any such action, proceeding, or referendum shall constitute a permitted delay under Section 11.1 of this Agreement and Owner shall pay the City's cost and expense, including attorneys' fees and staff time incurred by the City in defending any such action or participating in the defense of such action, including any court action or proceeding involving a referendum petition regarding this Agreement, and shall indemnify the City from any award of attorneys' fees awarded to the party challenging this Agreement, the Project Approvals or any other permit or Approval or attorneys' fees awarded to a third party related to a referendum petition. The defense and indemnity provisions of this Section 16 shall survive Owner's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Owner shall retain the right to terminate this Agreement pursuant to this Section 16 even after: (a) it has vacated the Property; and (b) its other rights and obligations under this Agreement have terminated.

18. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing, to the knowledge of the certifying Party: (a) that this Agreement is in full force and effect and

a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) that the requesting Party is not in Default in the performance of its obligations under this Agreement, or if the requesting Party is in Default, the nature and amount of any such Defaults; (d) that the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance; and (e) as to such other matters concerning this Agreement as the requesting Party shall reasonably request. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Owner hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees.

19. Mortgagee Protection; Certain Rights of Cure.

19.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recordation of this Agreement in the San Mateo County, California Official Records, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage, and subject to Section 18 of this Agreement, all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, and the benefits hereof will inure to the benefit of such party.

19.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 19.1 above, no Mortgagee or other purchaser in foreclosure or grantee under a deed in lieu of foreclosure, and no transferee of such Mortgagee, purchaser or grantee shall: (a) have any obligation or duty under this Agreement to construct, or to complete the construction of, improvements, to guarantee such construction or completion or to perform any other monetary or nonmonetary obligations of Owner under this Agreement; and (b) be liable for any Default of Owner under this Agreement; provided, however, that a Mortgagee or any such purchaser, grantee or transferee shall not be entitled to use the Property in the manner permitted by this Agreement and the Project Approvals unless it complies with the terms and provisions of this Agreement applicable to Owner.

19.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Owner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice of a Default or determination of noncompliance given to Owner. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in the City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, or any portion thereof, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver, by foreclosure or otherwise,

and may thereafter remedy or cure the Default or noncompliance within ninety (90) days after obtaining possession of the Property or such portion thereof. If any such Default or noncompliance cannot, with reasonable diligence, be remedied or cured within the applicable ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgagee commences a cure during the applicable ninety (90) day period, and thereafter diligently pursues such cure to completion.

20. Assignment, Transfer, Financing.

20.1 Owner's Right to Assign. Subject to the terms of this Agreement, Owner shall have the right to transfer, sell and/or assign Owner's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or a partial interest in the Property. If the transferred interest consists of less than Owner's entire Property, or less than Owner's entire title to or interest in the Property, Owner shall have the right to transfer, sell, and/or assign to the transferee only those of Owner's rights and obligations under this Agreement that are allocable or attributable to the transferred property. Any transferee shall assume in writing the obligations of Owner under this Agreement and the Project Approvals relating to the transferred property and arising or accruing from and after the effective date of such transfer, sale or assignment. Owner shall notify City within ten (10) days of any such transfer, sale, or assignment.

20.2 Financing. Notwithstanding Section 20.1 of this Agreement, Mortgages, sales and lease-backs and/or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the development of the Property are permitted without the need for the lender to assume in writing the obligations of Owner under this Agreement and the Project Approvals. Further, no foreclosure, conveyance in lieu of foreclosure or other conveyance or transfer in satisfaction of indebtedness made in connection with any such financing shall require any further consent of the City, regardless of when such conveyance is made, and no such transferee will be required to assume any obligations of Owner under this Agreement.

20.3 Release upon Transfer of Property. Upon Owner's sale, transfer and/or assignment of all of Owner's rights and obligations under this Agreement in accordance with this Section 19, Owner shall be released from Owner's obligations pursuant to this Agreement which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment, provided that Owner has provided notice to the City as required by Section 19.1.

21. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall insure to the benefit of, each of the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.

22. Amendment.

22.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be cancelled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868 and Article 7 of Resolution No. 4159. Any amendment to this Agreement which does not relate to the Term of this Agreement, the Vested Elements or the Conditions relating to the Project shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

22.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date thereof or of the action effecting such amendment, termination or cancellation; provided, however, a failure of the City Clerk to record such amendment, termination or cancellation shall not affect the validity of such matter.

23. Notices. Any notice shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, express mail, return receipt requested, with postage prepaid, or by overnight courier to the Party's mailing address. The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attention: City Manager

With a copy to: City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
Attention: City Attorney

Owner: Stanford University
Vice President, Land Buildings and Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Robert Reidy

With a copy to: Stanford University
Vice President and General Counsel
P.O. Box 20386
Stanford, CA 94305
Attention: Debra Zumwalt

A Party may change its mailing address at any time by giving to the other Party ten (10) days' notice of such change in the manner provided for in this Section 22. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt.

24. Miscellaneous.

24.1 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Owner, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

24.2 Consents. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed. If a Party shall not approve, the reasons therefor shall be stated in reasonable detail in writing. The approval by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

24.3 Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals.

24.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly

inequitable under all the circumstances or would frustrate the purposes of this Agreement. Notwithstanding the preceding, this Section 23.4 is subject to the terms of Section 11.2.

24.5 Exhibits. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

24.6 Entire Agreement. This written Agreement and the Project Approvals contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Project Approvals, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

24.7 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Section and Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.

24.8 Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

24.9 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. Venue shall be San Mateo County Superior Court.

24.10 Construction. This Agreement has been reviewed and revised by legal counsel for Owner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

24.11 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a municipal corporation of the State of California

By: _____
Kirsten Keith, Mayor

Date: _____

ATTEST:

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

OWNER:

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

By: _____
Robert C. Reidy
Its: Vice President Land, Buildings & Real Estate

Date: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

EXHIBIT A

SITE PLAN OF PROPERTY

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT C

BMR HOUSING AGREEMENT

Note: BMR Agreement is included separately as part of Attachment E of the 9/26/2017 City Council staff report. These pages are not duplicated here, but BMR Agreement will be part of signed/recorded DA, if it is adopted by the City Council.

EXHIBIT D

PUBLIC USE AGREEMENT

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

Space above this line for Recorder's Use Only

PUBLIC USE AGREEMENT

MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT

DRAFT

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Exhibits:

Exhibit A: Legal Description of the Property
Exhibit B: Site Plan of Project Showing Plaza

DRAFT

PUBLIC USE AGREEMENT

THIS PUBLIC USE AGREEMENT (the "**Agreement**") is made and entered into on the _____ day of _____, 2017, by and between the **CITY OF MENLO PARK**, a California municipal corporation ("**City**"), and **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California ("**Owner**") (individually a "**Party**" and collectively the "**Parties**"), with reference to the following facts:

RECITALS

A. Owner is the fee owner of those certain parcels of real property having current addresses at 300-550 El Camino Real in the City of Menlo Park, California ("**Property**") as more particularly described in Exhibit A attached hereto.

B. The Parties have entered into a Development Agreement ("**Development Agreement**"), effective _____ and recorded on _____ in the Official Records of San Mateo County as Instrument No. _____, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the "**Project**"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.

C. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Owner offered and agreed to provide certain public benefits to the City as specified in the Development Agreement.

D. Section 8 of the Development Agreement specifies that the Project will incorporate a privately owned and operated, publicly-accessible "**Plaza**" at Middle Avenue as shown on Exhibit B attached hereto that shall be open to the public consistent with this Agreement. Through this Agreement, the Parties desire to memorialize the terms under which Owner will make the Plaza available for public use.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Owner agree as follows:

AGREEMENT

The introductory paragraph and the Recitals are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

ARTICLE 1
CONSTRUCTION OF PLAZA

Construction of the Plaza shall be completed substantially in conformance with the Project Approvals and all other state and local building codes, development standards, and ordinances, as they are made applicable to the Project by the Development Agreement, prior to City sign off of the building permit allowing occupancy of any residential unit in the Project.

ARTICLE 2
PUBLIC USE OF PLAZA

2.1 Public Use of Plaza.

2.1.1 Subject to the restrictions identified in this Agreement, Owner hereby agrees to permit members of the public to use the Plaza for the purposes identified in Section 2.1.2, below, and to enter the Property for such purposes seven days a week from 6:00 a.m. to Midnight. Plaza hours may be extended at Owner's sole discretion to coincide with the hours of operation for tenants of the Project's commercial spaces. Owner reserves the right to temporarily close the Plaza due to construction, maintenance, or other improvement work or, at Owner's reasonable discretion, due to safety concerns or the disruptive behavior of Plaza users. Closures longer than five (5) consecutive days shall be subject to written City approval, which shall not be unreasonably withheld. If City fails to respond to any such request within ten (10) business days of its receipt, such temporary closure shall be deemed approved.

2.1.2 Permissible public uses of the Plaza include access and passive and community-centered outdoor activities. Passive activities may include, but are not limited to, the use and enjoyment of public seating, an interactive fountain, game areas, and retail carts and sales areas authorized by Owner. Passive use includes small informal gatherings. Community-centered activities may include, but are not limited to, art, music, dance, drama, comedy, pet, and bike safety events and shows; seasonal festivities/holiday celebrations; community workshops; and fitness activities, including, but not limited to tai chi, yoga and boot camp

2.1.3 Members of the public utilizing the Plaza shall comply with all applicable federal, state, county and local laws, rules, and regulations and all reasonable rules and regulations for use of the Plaza adopted by Owner in consultation with City under Section 2.1.4 below.

2.1.4 Public use of the Plaza is conditioned on compliance with rules and regulations adopted as provided in this Section 2.1.4. At least ninety (90) days prior to the public's first use of the Plaza, the Parties shall meet and confer to approve written, detailed rules and regulations for use of the Plaza by the public. If City and Owner do not agree on the rules and regulations for use of the Plaza, Owner shall have the final authority to adopt reasonable rules and lawful rules and regulations, so long as those rules and regulations do not discriminate between members of the public, and residents or tenants and do not defeat the purpose and intent of the public space as described in the Specific Plan. Either Party subsequently may propose amendments to the adopted rules and regulations, subject to Owner's final authority to adopt reasonable, lawful rules and regulations. The Parties hereby agree that Owner shall have the right

to take all appropriate action and impose such rules and regulations as are reasonable and lawful, including requiring prior approval by Owner, to ensure that activities in the Plaza proposed by members of the public do not conflict with the daily operation of the Project and have secured any required governmental permits.

2.1.5 Owner reserves the right to exclude members of the public from any portion or portions of the Plaza that a tenant or tenants of commercial spaces within the Project leases for outdoor food service, dining, alcoholic beverage service, entertainment, retail sales, or any other outdoor use that may facilitate successful operation of the commercial portion of the Project. Areas within the Plaza affected by this provision are subject to change as tenant desires, needs, and interests change.

2.1.6 Owner reserves the right to undertake any and all additional activities that are not inconsistent with, and that do not unreasonably interfere with, the public use of the Plaza granted by this Agreement, including, but not limited to, operating and maintaining the Plaza and improvements within it; placing improvements and barriers within the Plaza to enhance the Plaza's function and security; using the Plaza for pedestrian routes crossing the Plaza; engaging in tree planting; and accessing utilities.

2.2 Maintenance.

Owner shall be responsible for the maintenance, repair and replacement, at its sole cost, of the Plaza and all improvements located thereon, which Owner shall keep in a good, safe and usable condition, in good repair, and in compliance with all applicable federal, state, county, and local laws. Members of the public may be required to remove litter and other objects brought onto the Property. Owner may also require specific members of the public who are known to have caused damage to reimburse Owner for the actual cost of repairing damage done to the Plaza caused by use of the Property, excluding damage attributed to ordinary wear and tear.

ARTICLE 3
AMENDMENT OR TERMINATION OF AGREEMENT

3.1 Amendment or Termination.

The Parties may mutually agree to amend or terminate this Agreement in whole or in part. As provided in Section 8 of the Development Agreement, any amendment to this Agreement shall automatically be deemed to be incorporated into the Development Agreement. This Agreement shall survive the termination or cancellation of the Development Agreement.

3.2 Requirement for a Writing; Amendments.

No amendment to or termination of this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby

authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement and approval of amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City.

ARTICLE 4
DEFAULT AND REMEDIES

4.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("**Default**"), if the violation continues for a period of thirty (30) days after written notice thereof has been provided to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City. A Default under this Agreement shall be a Default under the Development Agreement.

4.2 Remedies for Default; Notice and Procedure.

The remedies for Default under this Agreement shall be limited to those contained in Section 13 of the Development Agreement.

4.3 No Waiver.

Any failures or delays by a Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

ARTICLE 5
ESTOPPEL CERTIFICATE

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and is a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. The Party receiving a request under this Article 5 shall execute and return the certificate within thirty

(30) days following receipt of the request. The City Manager shall be authorized to execute any certificate requested by Owner.

ARTICLE 6
AGREEMENT RUNNING WITH THE LAND

The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

ARTICLE 7
NOTICES

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner: Stanford University
Vice President, Land, Buildings & Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Robert C. Reidy

With a copy to:

Stanford University
Vice President and General Counsel
P.O. Box 20386
Stanford, CA 94305
Attention: Debra Zumwalt

City: City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483

Attention: City Manager

With a copy to:

City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

ARTICLE 8
MISCELLANEOUS

8.1 Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

8.2 Applicable Law/Venue.

This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

8.3 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

8.4 Nondiscrimination.

Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the use of the Plaza in furtherance of this Agreement. The foregoing covenant shall run with the land.

8.5 Headings.

Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

8.6 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

8.7 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

8.8 Intended Beneficiaries.

The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement to implement the provisions of the Development Agreement. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

8.9 Recordation of Termination.

Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Owner and City and shall be recorded by City in the Official Records of San Mateo County, California.

8.10 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

8.11 Not a Public Dedication.

Except as expressly provided herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of the Plaza or any other portion of the Property to the general public or for any public purpose whatsoever, it being the intention of the Parties that the Agreement shall be limited to and for the purposes herein expressed.

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER:

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California

By: _____

Robert C. Reidy, Vice President Land, Buildings & Real Estate

Date: _____

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

Alex D. McIntyre, City Manager

Date: _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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EXHIBIT B

SITE PLAN OF PROJECT SHOWING PLAZA

DRAFT

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ATTACHMENT G

CITY OF MENLO PARK

LOCATION MAP

MIDDLE PLAZA AT 500 EL CAMINO REAL

DRAWN: TAS CHECKED: CDS DATE: 9/26/17 SCALE: 1" = 300' SHEET: 1

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CITY OF MENLO PARK

REGULAR MEETING MINUTES - **DRAFT**

Date: 8/28/2017
Time: 7:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

A. Call To Order

Chair Drew Combs called the meeting to order at 7:00 p.m.

B. Roll Call

Present: Andrew Barnes, Drew Combs (Chair), Susan Goodhue, Larry Kahle (Vice Chair), John Onken, Henry Riggs, Katherine Strehl

Staff: Corinna Sandmeier, Associate Planner; Thomas Rogers, Principal Planner; William McClure, City Attorney

C. Reports and Announcements

Principal Planner Thomas Rogers said the City Council at its August 22, 2017 meeting further considered the main Menlo Park Library philanthropic offer and directed some follow up that was occurring. He said the 2131 Sand Hill Road annexation project, which the Planning Commission reviewed and made recommendations to the City Council previously, was continued from the Council's August 22 meeting to its August 29, 2017 meeting. He said the Council at its August 22, 2017 meeting received an information item on development growth activity in the City and continued pressures in the Planning and Building, Engineering, and Public Works divisions. He said the Council at its August 29 meeting would consider the information item about secondary dwelling units, garage and carport conversion and how state law required certain action with replacement parking.

D. Public Comment

There was none.

E. Consent Calendar

E1. Approval of minutes from the July 31, 2017, Planning Commission meeting. (Attachment)

Commissioner John Onken said on page 4 of the referenced minutes, center paragraph, that the first sentence should be edited from one to two sentences as follows: Commissioner John Onken said he thought the windows on the second story were set back significantly and enough. He was not concerned about the question of true divided lights considering the style of the rest of the house.

ACTION: Motion and second (Larry Kahle/Susan Goodhue) to approve the minutes with the following modification; passes 6-0 with Commissioner Combs abstaining.

- Page 4, center paragraph, 1st line; create two sentences removing the word "so" between to read: "Commissioner John Onken said he thought the windows on the second story were set back significantly and enough. He was not concerned about the question of true divided lights considering the style of the rest of the house."

Chair Combs noted the recusal of Commissioner Onken for item F1. Commissioner Onken left the dais.

F. Public Hearing

F1. Final Environmental Impact Report (EIR), Architectural Control, Heritage Tree Removal Permits, Below Market Rate (BMR) Housing Agreement, Development Agreement/Stanford University/ Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real). (Staff Report #17-056-PC)

1. Final Environmental Impact Report (EIR) to analyze the potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Attachment B);
2. Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units;
3. Heritage Tree Removal Permits to permit the removal of 18 heritage trees and the transplantation of one heritage tree associated with the proposed project;
4. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program; and,
5. Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park Atherton Education Foundation and a publicly accessible plaza. (The Planning Commission may recommend the City Council Subcommittee's terms, the applicant's terms or other terms, as described in this staff report.)

Staff Comment: Associate Planner Corinna Sandmeier highlighted one correction in the conclusion of the staff report and confirmed that the number of Below Market Rate (BMR) units under the BMR agreement was 10.

Associate Planner Sandmeier said the original submittal for the project was made in November 2012 and the Planning Commission held a study session on the project in January 2013. She said the City Council held a study session on the project in April 2013, after which a project Council subcommittee was created. She said the Planning Commission on March 27, 2017 conducted a hearing to receive testimony on the draft Infill EIR, which had been released February 28, 2017, and a study session to receive overall comment on the proposed project. She said the Commission at that time provided direction to the applicant to provide more spatial definition for the plaza, to revise the street facades of buildings A and B to decrease the repetition in the building's design, and for additional green space to define the project along El Camino Real. She said since that

study session the plaza layout had been updated with additional landscaping elements and those were mainly shown on sheet L2.1. She said the street facades of residential buildings A and B were revised to decrease the repetition, which was shown on sheet A24.1. She said the overall landscaping for the project had been increased and that sheet L1.10 showed the landscaping proposed in March 2017 and what was proposed now. She said the term sheet for the draft Development Agreement would be considered by the City Council at its August 29 meeting and the terms included Stanford providing 50% of the costs of a bicycle/pedestrian crossing at the Caltrain tracks up to $5,000,000, 10 onsite BMR units including two BMR units for the 2131 Sand Hill Road Stanford project, and $100,000 annually to the Menlo Park Atherton Education Foundation for 10 years. She said the Council's subcommittee had recommended annual contributions to the Education Foundation for 15 years, which would be $1.5 million. She said the Middle Avenue Plaza would be subject to a public use agreement. She said through the terms of the development agreement, the project would not be subject to City impact fees for the term of the agreement, which was 10 years and could be extended for up to five years.

Associate Planner Sandmeier said the Final Infill EIR was released on August 11, 2017. She said ICS, the CEQA consultant used for this project, would make a presentation with additional information on the environmental review. She said the applicant would make a presentation with additional information on the project. She noted that additional correspondence had been received since the publication of the staff report, including 26 cards in support of the project and a number of emails also in support. She said they also received emails expressing concerns with the project that mainly related to green building standards. She said there was an expressed interest in the project meeting LEED gold standards rather than LEED silver. She said traffic concerns were also raised. She said the project would next go to the City Council, the decision making body.

Questions of Staff: Replying to Commissioner Katherine Strehl, Associate Planner Sandmeier said the item was expected to go to the Council in late September 2017.

Commissioner Henry Riggs asked what the daily traffic trip impact was expected from this project. Mark Spencer, Principal Traffic Engineer, W-Trans said his company was responsible for preparing the EIR transportation analysis for the project. He said the net number of new daily trips was estimated at 2,658 per day.

Environmental Review Presentation: Jessica Viramontes, ICF, introduced Erin Efner with ICF and Mark Spencer with W-Trans. She made a presentation on the EIR process noting that the City of Menlo Park was the lead agency and ICF was the lead consultant. She said the project was within the area of the City's Specific Plan, which environmental analysis had been done through a Program EIR. She said that this project under the California Environmental Quality Act (CEQA) was allowed to use an Infill EIR for its required environmental review and provided reasons why. She showed a slide of the actions and documents prepared through the Infill EIR process. She said as shown in the Final EIR no new significant environmental impacts, no new mitigation measures, and no substantial increase in severity of an earlier identified impact that resulted from responding to the comments. She said if the City approved the project that it would file a Notice of Determination.

Applicant Presentation: John Donahoe, Associate Director of Planning and Entitlement for Stanford Real Estate, provided a PowerPoint presentation. He described the project area noting it was located equidistant between the Menlo Park and Palo Alto Caltrain stations. He said since November 2014 after Measure M had failed they reconstructed the project to significantly change

the residential and office architecture, significantly increase the plaza size, increase the number of residential units and decrease the office square footage, and eliminated the medical office space entirely. He said in doing that they decreased the number of daily a.m. and p.m. peak trips. He said the project area ended roughly at Middle Avenue on one end and at Cambridge Avenue at the other end. He said those would both be four-legged signalized intersections with enhanced pedestrian and bicycle crossings.

Mr. Donahoe said the project was below the base level Floor Area Ratio (FAR) as the total square footage was below the allowable maximum. He said the amount of office space was significantly below the allowable maximum. He said residential units numbered 215 noting the original 2012 proposal was for 170 residential units. He said open space was at 38.8% exceeding the minimum 30% required by the Specific Plan.

Mr. Donahoe said Stanford intended to give Stanford faculty priority to lease the rental residential units. He said roughly half of the units were one-bedroom and the other half two-bedroom. He said since the study session in March 2017 that they worked to enhance and upgrade the residential architecture noting numerous comments regarding repetition. He showed a slide demonstrating the changes in hardscape, materials, and color differentiation. He showed plan sheets with the changes in roof line and in color, trim and siding to create differences between the two buildings.

Mr. Donahoe said that there had not been as many changes for the office buildings 2 and 3 as there were with the residential. He said they were continuing to make enhancements in the courtyard and bring in additional landscaping along the frontage. He said one of the challenges with building 3 was to maintain the entrance into the Stanford Park Hotel. He said they were proposing transplanting a palm tree from there to another location. He said the first level of the building was parking and occupancy was on the second and third floors. He said they believed they had accomplished good screening of the parking level. He said regarding office building 1 that the first level was for retail which met the Specific Plan obligation to have 10,000 square feet of retail and that was centered on the plaza to activate the plaza. He said the second and third floors would be office space. He said they were continuing to make detail changes to the building facades.

Mr. Donahoe said they were trying to clearly define the public plaza and had changed the paving material for the public route to the future grade separated crossing, which added texture and changed the elevation. He said they were proposing a number of vertical elements to define that corridor. He said they decreased the size of the fountain and moved it back, changed the paving pattern, and added green space in the back. He said that a variety of activities were possible on the plaza.

Mr. Donahoe said at the last project study session the question of a Transportation Demand Management (TDM) program had been raised. He said they had submitted a draft plan to the City that met C-CAG standards. He noted that this project was walkable from both the Palo Alto and the Menlo Park train stations. He said the majority of office space was put on the south side so it was closer to the Palo Alto train station, which has the baby bullet train. He said the residential was located nearer the Menlo Park train station. He said Stanford's existing Marguerite shuttle had a stop in front of the project site and then circled back to campus with a stop in front of the Safeway across El Camino Real. He said they would provide a transportation coordinator for both the office and residential projects. He said carpools and zip cars would have preferred parking. He said they would participate in any bike share programs the City supported and would provide do-it-yourself

bike repair stations, vanpool and carpool programs, rideshare apps, car share on site, and showers and lockers in the office buildings. He said the preference for Stanford faculty for the residential rental units included the benefit that these residents were already pre-trained in Stanford's TDM mechanisms in that faculty already participate in a parking fee program for employees to purchase a permit to park on campus. He said they have a variety of bicycle programs they offer and provide discounts on bicycles and helmets. He said they have flexible work schedules and an online tool and human assistance to get support in planning commutes.

Mr. Donahoe said the next slide listed all the mitigation efforts to address traffic concerns, noting those were also listed in the staff report. He said they would pay the citywide traffic improvement fee (TIF) and the supplemental TIF for the Specific Plan area. He said they would enhance and upgrade the bicycle/pedestrian crossings of El Camino Real at Middle and Cambridge Avenues, help the City implement either a Class 2 or 3 bicycle lane on Middle Avenue from University Avenue to El Camino Real, make a fair share contribution for improvements at Middlefield and Marsh Roads, Middlefield Road and Glenwood Avenue and Linden Avenue, and Middlefield Road and Ravenswood Avenue, and provide a new left turn pocket on Middle Avenue turning into the project. He said this project would contribute up to half the cost of the grade separation crossing up to $5,000,000. He said they had done studies that showed this was an appropriate amount. He said they would also upgrade 1,500 feet of linear frontage along El Camino Real, which was significant. He said that they would work to prevent intrusion of parking from their project on neighboring streets. He said another condition of approval was after six months of the under-crossing's completion that Stanford would conduct a parking duration study to determine if there were parking issues on the neighboring area across the tracks resulting from that construction.

Mr. Donahoe said the project would meet the same sustainability standards as Stanford's main campus and noted that the Stanford campus did not meet LEED gold standard. He said the City's Specific Plan required meeting LEED silver standards and the project was meeting that and with their total points was going into the LEED gold category. He said this project was walkable between two train stations and there was no other project in Menlo Park that could make that statement. He said they also have an existing shuttle and this project was the only one in the Specific Plan area making a contribution to the grade crossing.

Chair Combs opened the public hearing.

Public Comment:

- Tim Straight, Menlo Park, indicated support of the project. He asked when an expected construction date might be and about potential lane consolidation on El Camino Real.

  Requested to respond by the Chair, Associate Planner Sandmeier said that there were no planned lane changes on El Camino Real related and the applicant had indicated the anticipated project start date was spring or summer of 2018.

  Mr. Straight asked how a daily trip was defined, noting the 2,658 new daily trips.

  Recognized by the Chair, Mr. Spencer, W-Trans, said that trip count essentially estimated around 1,300 cars entering the site and 1,300 cars leaving the site during the course of a day over a 24-hour period.

- Erik Burmeister, Superintendent, Menlo Park City School District, said he was representing the school district. He said the District board and staff were not in the practice of supporting or opposing development, and were not in support of or opposed to the Middle Plaza project. He said the District had submitted three letters expressing concerns with impacts to the District from the proposed project. He said he thought their concerns would be noted in the staff report but were not. He said residents of the Menlo Park City School District voted recently to increase their parcel taxes to provide school funding. He said as a community funded school district that the expected 39 additional students from this project without the requisite property tax funding posed a significant financial burden for the District. He said the expected revenue from the project's commercial portion of $250,000 would help to offset what was an anticipated $660,000 impact to the District from increased enrollment due to the project. He said Stanford was also offering $100,000 per year for 10 years to the Menlo Park Atherton Education Foundation. He said that was appreciated and would offset expected costs by about half. He said the District had presented ideas to Stanford and the City's development agreement committee as to how these impacts might be addressed. He said one option was for Stanford to increase its contribution to $1.5 million and over 15 years. He said Stanford had indicated it had no interest in a long-term commitment or relationship with the District to mitigate costs. He said at some point in the future, barring a much lower number of students generated by the project, or a significant decrease in enrollment in Menlo Park that was not likely, or a change in the funding model that was even more unlikely, tax payers in Menlo Park would once again be asked to support the increase in enrollment without the requisite funding streams. He said there had been discussion about reserving five of the 10 BMR units for Menlo Park City School District teachers, who would otherwise qualify, which the District thought was a great idea.

- Diane Bailey, Director, Menlo Sparks, said her group was a local non-profit group in Menlo Park aimed at a more sustainable and more carbon-free city. She said they supported the essence of this project as the City would benefit from transit-oriented, mixed use development. She said they had serious environmental and equity concerns with the project and had sent very detailed correspondence to the City about that. She said they wanted Stanford to meet the same environmental standards that it applied on its campus including smart mobility and green standards for building. She said that Commissioner Kahle had asked if the project could include some rooftop solar. She said Commissioner Barnes had asked about the TDM and suggested the project have paid parking essential to reducing daily trips and for tenants to offer employees transit passes, which appeared to be missing or optional with this proposal. She said Commissioner Strehl had noted that Greenheart's 1300 Station project was charging for commercial and residential parking. She said her organization continued to have these sustainability concerns about the project and were concerned also that it created an equity issue. She said developers in the M-2 or an affordable housing developer such as Mid-pen would have to meet superior green building standards in the Belle Haven area that were not being met with this project, and there was not enough justification for the disparity. She said recently adopted zoning standards for the M2 required LEED gold buildings as well as 100% renewable energy. She said that would be easy to do with this project, and that no one knew better than Stanford how to do that. She said paid parking and greatly subsidized transit passes were needed in the proposed TDM program.

- Katie Behroozi, Menlo Park, said she was on the Complete Streets Commission and part of Parents for Safe Routes, but noted she was speaking as a private citizen. She said as a Stanford alum and Stanford Graduate School of Business employee that she was familiar with campus transportation and thought it was brilliant. She said that Middle Avenue should at least

be Class 2 bicycle lane, which would be a clear and designated bicycle route to and from the buildings, and that bicycle path on the rear of the project property should be reconsidered. She said when she biked to her workplace that under her office building there was a designated bicycle path right to where the bike cages were, and knew such clear bike routing was possible.

- John Onken, Menlo Park Planning Commissioner, said he was speaking as a resident. He said the project had been through numerous iterations through the process in response to comments as the community and city looked at establishing what was most desirable along the El Camino Real corridor. He said through that process the project now opened up the street corridors looking down through Allied Arts so there were no buildings blocking those views, and the project now had a variety of building types, a lower scale and more residential units. He said he thought the project was almost there. He asked if this was the version of the downtown Specific Plan development they wanted or not. He suggested that the TDM program not be a sticking point noting that the project was already a model of high density and car free living even if only for Stanford faculty and Menlo Park residents. He said it was hard to think of a residential project that had more transit going for it relating to biking and walking. He suggested keeping the design bar high and expressed appreciation for how much the project had evolved.

- Adam Stern, Executive Director of Acterra, an environmental education and action organization, said he was speaking as a resident of Allied Arts. He said the project had improved greatly over the last few years to make it more sustainable. He said the project appeared to be falling short in some areas with some of the exceptional projects on the Stanford campus. He said many of their campus buildings met LEED gold standards and he there was no reason why this project could not do the same. He said as someone who drives from Menlo Park to Palo Alto every day that it was hard to imagine any additional car trips onto El Camino Real that would not lead to extreme frustration and traffic jams. He urged the project planners to look at every initiative that could be taken including paid parking, transit passes, and other things to provide financial incentive to insure that the actual impact was as low as possible in terms of additional trips.

- Skip Helton, Menlo Park, said he was a Suburban Park resident and a Stanford alum. He said he was affiliated with a number of resident groups that would like to see more live-work-play development in Menlo Park as that would bring more people to the downtown corridor but noted that he was speaking this evening as an individual. He said this project would realize many of the goals of the Specific Plan. He said in developing that Plan that it had not be exactly clear what they would get from it in project development but with projects now such as 1300 Station that they had a better sense of what was possible. He said it needed to be acknowledged that this project proposal was what they had asked for in the Specific Plan and more. He said where it was located it allowed access to two transit hubs in Menlo Park and Palo Alto. He said support of a tunnel and grade crossing addressed east-west connectivity, another important goal of the Specific Plan, and bicycle safety and safe routes to schools for neighborhoods on either side of El Camino Real. He said he agreed with the applicant that this was a great, not just a good, plan, and he supported it in general, but he would like it to be a fantastic plan. He said they needed to make sure there was no negative impact from it on the Menlo Park City School District, and that be mitigated whether that was BMR housing for teachers or increased contributions to make sure new student increases were covered. He said he did not see Caltrain passes for the workers in the draft TMD plan, which when used significantly reduced the number of office workers driving to work. He said like his 18-year old son who just graduated from Menlo Atherton High School and loved living in the “Tree City” that

they would love to see as much greenery and trees as possible for this project.

- Roy Sardina, Menlo Park resident and West Bay Sanitary District Board member, said he was speaking only as a resident. He said the 1300 Station and Middle Plaza projects were providing the City the ability to fix a multi-decade blight on the major corridor through Menlo Park. He said that section of El Camino Real was one of the worst drives but it could be fixed. He said everything proposed in this project would help accomplish that. He said Menlo Park had long grown past a "village." He said Stanford had been an outstanding partner to the surrounding communities. He said he thought this proposal was easily the 10th one that Stanford had provided. He said Stanford had been great in listening to the residents and their project included transportation, a plaza and other improvements essential to making Menlo Park more livable. He said this project also would help in a minor way in meeting the regional housing needs allocations defined by ABAG for Menlo Park. He said the proposal was for beautiful buildings that would replace what was currently one of the ugliest drives in the peninsula.

- Fran Dehn, Chamber of Commerce, said she spoke to the Commission about this project in March to say that the Chamber endorsed it. She said the Chamber continued to endorse the project and requested that the Planning Commission, through its deliberation and review, provide a recommendation to Council to approve the project. She said this project echoed the voice of the community, which was the Specific Plan. She said it emulated the principles and guidelines of the Specific Plan, and created a cohesive project with architectural continuity. She said it was a comprehensive plan that allowed for single design review and approval, and it blended all of the components of housing, office, retail, and open space into an integrated, mixed use development. She said as noted in the staff report that the project development had been evolutionary since its initial plan introduced to the City in 2012. She said recommendations of the Council subcommittee in August 2013 had been met along with additional revisions to reflect the Planning Commission's recommendations from the March 27, 2017 hearing including providing more spatial definition of the plaza, revising the street facades, decreasing repetitions, and allowing additional open space and landscaping along El Camino Real. She said BMR requirements were met with recommended approval by the Housing Commission earlier in the month. She said the voluntary development agreement supported by the Council subcommittee addressed key components and concerns raised outside the boundary of the Specific Plan. She noted tax-exempt organization contributions to the Menlo Park City School District and an additional $5,000,000 contribution to the proposed Caltrain pedestrian / bicycle crossing. She said the contribution was generous and reflected a long-standing request of the community to solve or augment east-west connectivity. She said the Specific Plan was the community's plan and the Middle Plaza proposal was a product of it and met its criteria.

- Erica Miner, Menlo Park, said green building standards were important and that Stanford should meet greater environmental standards as the current project would lock the City into a high-carbon, car-friendly development in Menlo Park for decades, noting the addition of over 2,600 car trips daily. She said the City in the heart of Silicon Valley had as much capability and intelligence as anywhere else in the world to become a model of what an environmentally neutral and friendly city could look like. She said the current administration did not believe in global warming and that now more than ever it was important to take every action to lead others as an example and take global warming seriously.

Chair Combs closed the public hearing.

Commission Questions/Comments: Commissioner Strehl asked regarding the TDM program why the office portion of the development was not requiring paid parking of the employees.

Mr. Donahoe said this related to concerns raised by the community. He said whether they tried to lower the amount of parking being provided or the decision whether to do paved parking or not had to be balanced with the concerns of the neighbors. He said one of the negatives of paid parking was anyone who drove along the Stanford campus frontage would see cars parked at the start of the work day until the end of the work day. He said those cars were employees who chose not to buy a parking permit to park on the main campus. He said College Terrace had to implement some type of parking permit program to monitor parking intrusion into the neighborhood. He said one of the conditions of approval was that they would have to, even though they were not building the undercrossing, fund the study six months after the crossing was constructed to monitor whether the undercrossing was causing parking problems in the surrounding neighborhoods. He said the required parking for the project was 1,003 spaces and they were now at 930 spaces. He said as part of the TDM each residential unit had one parking space and if a resident wanted a second parking space they would need to pay for it. He said for the office portion they would not have paid parking as they did not want to impact neighborhood parking.

Commissioner Strehl asked about transit passes. Mr. Donahoe said they would not offer GO passes as a Stanford faculty member living there most likely would not take the train to the campus. He said the offices would be required to subsidize transit passes but they had not yet defined that as GO passes. Commissioner Strehl asked if there was a reason as she expected office employees would not all live in Menlo Park.

Steve Elliott, Managing Director of Development at Stanford, said they would encourage tenants to do transit passes but they did not know who their tenants would be yet. He said their TDM would include a list of elements they would ask the office tenants to consider. He said GO passes did not work for everybody and were extremely expensive in some cases for smaller tenants. He said they did not think it wise to commit to GO passes at this time. He said one of the most sustainable aspects of a project was to have housing near a work place and that they had not gotten any sustainability credit for that either in the EIR or from some public members who spoke this evening. He said that they met with one of the groups that spoke this evening and had explained to them that Stanford was not doing anything more on its campus in terms of sustainability than what they were proposing with this project. Replying to Commissioner Strehl, Mr. Elliott said they did not have trip caps for the project.

Commissioner Andrew Barnes asked staff if a trip cap could be required for this project under the Downtown Specific Plan. City Attorney Bill McClure said a trip cap was not part of the Specific Plan. He said it was very difficult to apply a trip cap to a multi-tenant building, and especially one with combined commercial and residential uses. He said he had never seen trip caps applied to those kind of mixed use projects and he was not aware of trip caps applied to multi-tenanted buildings. He said the only trip caps the City had applied were on the Facebook project. He said a type of trip cap had been applied to the Bohannon Menlo Gateway project but was a different kind. He said trip cap compliance and enforcement mechanisms were much easier for a single tenant/occupant as they could force their employees to comply. Commissioner Barnes asked whether the M2 and life science properties had trip caps applied. Mr. McClure said they did not have any trip caps applied there.

Commissioner Goodhue asked how the figure of $5,000,000 for the underpass crossing was determined and what the City would provide in funding. Mr. McClure said the City's long-term goal was not to fund any of the costs for that crossing. He said there was a wide range of costs identified for such a crossing and would depend upon the final design, construction method used, and requirements of the Caltrain Joint Power Board. He said the range of costs as he recalled was $8,000,000 to $14,000,000. He said they arrived at the $5,000,000 through negotiation with the negotiating subcommittee pushing for the largest contribution the City could get and Stanford pushing back with what it was willing to contribute. He said it was considered 50% to encourage Menlo Park to apply for state and federal funding through C-CAG to obtain the bulk of the funding through those sources.

Commissioner Goodhue asked about the question of requiring Class 2 or Class 3 bicycle lanes. Kristiann Choi, Senior Transportation Engineer, City of Menlo Park, said the Downtown Specific Plan recommended either a minimum Class 3 bike route or a Class 2 bike lane for Middle Avenue. She said a Class 2 bike lane on Middle Avenue would require removal of parking spaces and that would need a public outreach process for approval. Mr. McClure said that Stanford would fund whichever was selected as the preferred option and the City would go through the process of determining the preferred option through the public outreach process.

Commissioner Goodhue said the negotiating subcommittee recommended that five of the 10 BMR units be given to qualifying Menlo Park City School District teachers, and asked where that stood. Mr. McClure said that it was not Stanford's purview to determine how the City allocated BMR units but was the City Council's purview if it wanted to offer certain preference or priority in the allocation of the BMR units. He said if the City Council moved to approve that recommendation, it would be included in the BMR agreement with Stanford. He said Stanford would run the process for those BMR units but would need to comply with the BMR agreement, which would be based on Council direction.

Commissioner Henry Riggs asked Mr. Donahoe about Stanford's interest in a Traffic Management Association (TMA). Mr. Donahoe said that anybody that was a subset of a community wanting to strengthen the community's ability to address such concerns would support a TMA. He said from a residential side a TMA would be very helpful for residents on the weekends.

Commissioner Riggs asked if Stanford would be interested in having an extended contribution period for the Menlo Park City School District but one that was based on the actual new population resulting from the residential project.

Jean McCown, Associate Vice President, Stanford Government and Community Relations Office, said she had been meeting on behalf of Stanford with Mr. Burmeister, some Menlo Park City School District Board members and others to discuss how Stanford could make an appropriate supportive contribution to the schools. She said they did not agree it should be tied to some predicted, speculative or unknown number of students. She said the initial proposal from the district to Stanford was that they should be making some kind of direct funding as though they were not a tax-exempt non-profit institution. She said that was not a kind of agreement they could reach. She said they were making a major investment in this property and community, in a new way that had not been the case for awhile, and they recognized that there might well be children living in the units. She said Stanford wanted to support the schools, which was how they arrived at what they considered was a generous contribution to the Menlo Park Atherton Education Foundation. Ms. McCown said this was a long-term commitment they were willing to make to the

Education Foundation, noting it was an institution seeking support from many parts of the community, from both business and residents. She said being part of that effort to support the schools was an appropriate way to proceed.

Commissioner Kahle asked if the contribution was to the Menlo Park City School District only or also to the Sequoia Unified School District. Ms. McCown said the proposal was a voluntary contribution over a 10-year term to the Menlo Park-Atherton Education Foundation in support of the elementary and middle schools in that district.

Commissioner Strehl asked if they had any discussions with the Menlo Atherton High School or Sequoia Unified School District. Ms. McCown said they had not and had literally just heard something from that entity today. She said within the entirety of Stanford properties within Menlo Park that many of those were property tax paying entities noting all the Sand Hill properties and Rosewood Hotel paid into the high school district. She said the elementary through middle school was a separate district with a specific circumstance where this project was located.

Commissioner Kahle said he saw an email from the Menlo Park Fire Protection District indicating they were in negotiations with Stanford regarding some contribution to that District of around $200,000. Mr. Elliott said they had met with the Fire District, which was pursuing an impact fee based on a nexus study they had performed. He said they had not reached formal agreement but Stanford understood the nexus study and were willing to move forward on that.

Commissioner Kahle noted a strong desire expressed by speakers for LEED gold and asked how close they were to that. Mr. Elliott said that they were in LEED gold in many areas. He said he had to clarify the statement being repeated by Menlo Sparks as it was incorrect. He said Stanford had their head of sustainability meet with Menlo Sparks' people and explained that there was not a LEED gold certification standard at the Stanford campus. He said what they were proposing for this project was exactly what they did on campus, which was to look at the best and most relevant sustainable measures and apply those. He said on campus they might have a donor or a research or programmatic reason to get LEED platinum but they did not have a requirement for their buildings to be LEED gold certified.

Chair Combs said one of the letters received suggested there should be additional use of economic analysis separate from what was done under the Specific Plan as it had not considered a residential component for Stanford property specifically. He asked if the City had made a response. Mr. McClure said there was no requirement in the Specific Plan to update or perform a new economic analysis. He said the City Manager’s Office Finance Department had looked at the issue of the financial impacts if the residential portion of the project were tax exempt. He said what they discovered was that Stanford University currently leased about 180 residential units in the City of Menlo Park, all of which were tax-exempt. He said that the tax-exempt status was applied for every year and sometimes residential units were not leased by faculty and were leased to general public creating tax revenue.

Ms. McCown said each year as of January 1 there had to be determination as to whether there was an entitlement to file for an exemption. She said if so a filing was made for that year. She said it fluctuated.

Commissioner Strehl asked if the Marguerite shuttle would be available to office workers who were not Stanford employees. Mr. Donahoe said it was available to anyone and was free.

Commissioner Strehl said on page B16 of the staff report it talked about mitigation of the Middlefield and Willow Roads intersection. She asked why Stanford was not paying toward that. Senior Transportation Engineer Choi said those mitigations were included within the TIF. Commissioner Strehl asked overall how much Stanford was paying toward transportation impacts. Mr. McClure said that the intersection changes would be paid for by Stanford. Ms. Choi said in addition to TIFs there were some fair share contributions that were cost estimates, which Stanford would provide to the City for approval before those actual amounts were determined.

Commissioner Barnes asked about the transportation and infrastructure fees and whether they knew what amount of fees would be assessed for the project. Ms. Choi said the TIF was about $829,000 and the supplemental impact fee under the Specific Plan was $128,000. She confirmed for Commissioner Barnes that those were one-time fees.

Commissioner Barnes asked what would happen if the undercrossing was not built and the monies from Stanford associated with that. Mr. McClure said that Stanford would not have to pay. He said the City had proposed in that instance that Stanford pay those monies to the City for use for other transportation improvements but Stanford rejected that and said those funds were only for the bicycle / pedestrian crossing. Commissioner Barnes said he did not have information regarding the $100,000 going to the Education Foundation as to whether that was an appropriate amount or not. Mr. McClure said Stanford originally proposed a lump sum payment up front. He said members of the Foundation indicated it might adversely affect annual fund raising as one lump sum and thought it would be better over an extended period of time both to receive and have the funds for use for a longer period of time. He said the City subcommittee found that the $100,000 suggested by Stanford to be contributed over 10 years was appropriate except it preferred a longer period to 15 years and $1.5 million contribution.

Commissioner Barnes asked how much it would cost to maintain the Middle plaza from 6 a.m. to midnight, 365 days a year. Mr. Donahoe said that having retail and a coffee shop would work for the 6 a.m. time period. He said if a sit down restaurant occupied the retail in the evening that would cover more of the evening. He said they were considering the cost of maintenance to be normal. He said they thought the plaza design was maintainable, accessible and visible enough so that people who did not need to be there would be seen and dealt with appropriately. Replying further to Commissioner Barnes, Mr. Donahoe said that the public use agreement would allow for methods of dealing with problems as they arose and that closing the plaza to the public would be a very last resort action to be considered.

Commissioner Barnes said the staff report posed two questions regarding landscaping on page 9, one of which was whether to add more landscaping in the courtyard of the residential buildings. Mr. Donahoe said he thought so as they wanted to maintain the areas and take as great advantage of the interior spaces as well. Commissioner Barnes said the staff report also referred to enhancing the vegetation and landscaping getting to the plaza. He said Mr. Donahoe in his presentation pointed out the delineation of the plaza itself and asked about landscaping cues to the plaza and to the undercrossing. Mr. Donahoe said he had not seen that comment before today but if it was a good idea they would consider it. He said they had spent a lot of time and effort on how to delineating the way to the crossing but as that was not defined yet, they needed some flexibility with that. Commissioner Barnes noted the Hetch-Hetchy water line along the frontage and asked if that created a problem to plant more trees in that area for screening. Mr. Donahoe said that the Hetch-Hetchy water line was built in the late 1930s and was a 36-inch diameter steel pipe located

quite shallow from the surface within the City's right of way. He said subject to the approval of the SFPUC they were willing to plant more trees. He said as part of their project they needed to remove a couple of trees for the entry to their property. He said staff recommended replacing the trees. He said that if the SFPUC agreed they would do so. He said staff also noted curb cuts for what had been an auto dealership and asked if they no longer needed those that they enhance them with additional trees. He said again if the SFPUC agreed and approved that they would.

Commissioner Barnes said that solar was not cited for the office space. Mr. Donahoe said their plans indicated that all buildings would be solar ready which was required by state law. He said Stanford in the past for office has seen that as a tenant decision. He said on the residential side they had not proposed putting solar panels but they were installing thermal water heaters on the roofs of the residential units. He said that was more beneficial to them in terms of CalGreen requirements and that they had reached the LEED points they have in the gold range without proposing solar panels on the roof. Commissioner Barnes noted the 100% renewable energy requirement in the M2. He asked if they would consider onsite generation or buying through PCE to have a 100% renewable requirement for the office buildings realizing that would be based upon the tenant. Mr. Donahoe said Stanford would consider that and any other decision regarding sustainability. He said it was frustrating that at this point when they had met every existing requirement that they were now found substandard because they were not meeting something that was not even applicable to their project. He said if buying clean energy helped them meet their sustainable goals they would make a decision regarding that but they would not arbitrarily agree to the M2 standards.

Commissioner Strehl said letters from Allied Arts residents noted a study on cut through traffic and asked about those. Mr. Donahoe said Stanford paid for the traffic studies in the packets but those were conducted by W-Trans. He said he thought those were done in 2015 and more recent analysis was done for the Infill EIR. Commissioner Strehl asked if any of W-Trans mitigations were adopted to address cut through traffic through Allied Arts by the City subcommittee.

Mr. Spencer said the Specific Plan traffic analysis considered certain key intersections and roadways but the first exercise for this project found there was a potential for this project to have an impact at additional intersections and roadways requiring additional traffic analysis. He said they had looked at a very extensive analysis of cut through traffic through Allied Arts, block by block, street by street, trying to predict what the potential for traffic moving in and out of the Middle Plaza project would be. He said they made recommendations regarding lane and traffic control on El Camino Real and Middle Avenue, and some other recommendations on University Avenue, Harvard or Cambridge and some of the interior streets. He said that was worked into the project description and project analysis.

Chair Combs said the Commission would now provide comment.

Commissioner Kahle said he thought the project was great. He said he would like the contribution to the Education Foundation to be for 15 years and $1.5 million. He said he would like five of the BMR units offered to Menlo Park teachers. He said there had been little to no discussion on the architecture. He said it was very well designed. He said the staff report asked about window grids at Building C. He said he did not see the need to require variation for those but would leave that to the design team to make those changes as they saw fit. He said he appreciated the design changes to the residential buildings as those had made a great difference. He said he also appreciated the plaza design and was looking forward to it and the future connection from Burgess

to the west side of Menlo Park. He said many were interested in using that crossing as a route to school which he thought made Class 2 bike lanes almost mandatory. He said he would like to see more roof solar panels than what was being proposed. He said he supported the project.

Commissioner Goodhue said Commissioner Kahle made many of her points. She said she agreed with the subcommittee's recommendations to have a 15-year term for the Education Foundation contributions and designate five BMR units for Menlo Park teachers. She said as a Stanford alum that she felt Stanford had an obligation to be a leader in many fields, which it was. She said for this project and through the discussion this evening that she was heartened on a number of issues. She said for instance regarding the staff recommendation for more trees along the frontage of el Camino Real that she had not realized the Hetch-Hetchy water line was located there. She said she was heartened that Stanford would plant trees there if the SFPUC allowed. She said she was also heartened with the City Attorney's clarification about the Class 2 bike lane versus the Class 3 bike route. She said that such an arterial road needed a Class 2 bike lane. She said she agreed with Stanford's position on the funding of the under crossing. She said she hoped it was a very successful project once it was built.

Commissioner Barnes said the BMR housing agreement was in compliance and he supported that recommended action. He said he supported the recommended action for the heritage tree removal. He said regarding architectural control that the project was well designed and that the efforts to decrease the repetition on the façade had been done well. He said he attended a Stanford event at the Chamber and learned that the hardscape on the rear of the property had to do with access for the Menlo Park Fire District. He said the overall landscaping proposed was well done. He said he was disappointed that the parking for office building 3 was not underground, but he said it was not visible with the increased landscaping. He said regarding environmental review that he was disappointed with the ambiguity to manage trips and people coming in and out of the site. He said he would look to the City to push a good TDM plan noting that the draft TDM plan needed to be strengthened. He said he could not support the development agreement as he did not have enough information as to whether the $100,000 for the Education Foundation was sufficient or not.

Chair Combs said the project was laudable and had definitely evolved well. He said he was supportive of the project noting the time and effort put into it to make it right. He said he did share some of the concerns expressed such as the appropriate contribution to the Education Foundation.

Commissioner Riggs said regarding public concerns that some of those had been addressed such as the clarification on Stanford's green targets, how the undercrossing commitment came about, and that there was a TDM plan format proposed if not as firm as they would like. He said the biggest concern from the public was about traffic. He said that local traffic changed notably once schools opened. He said that traffic generated by Laurel School would be in the 500 to 700 cars per day. He said Menlo Atherton High School generated 5,722 car trips per day. He said he was sharing this information for perspective with no conclusions. He said referring to Fran Phillips' letter regarding a desired third lane on El Camino Real that option was not supported as some community members, some Council members and most of staff wanted to see bicycle lanes on El Camino Real. He said they had heard from the Fire Chief repeatedly that bicycle lanes on El Camino Real were not a good idea. He said that if Allied Arts neighbors wanted to see better traffic on El Camino Real they would have to speak up and ask for it. He said that he thought they had worked through a number of points regarding the fairness of the development agreement. He said regarding the effect of Stanford's tax-exempt status on the school district that he was finding it difficult to ask for a subsidy that other projects did not have to pay. He said there was a comment

that the overall economic system of the Downtown Specific Plan did not work unless there was a hotel on the Stanford property. He said the City already had three hotel applications in the Plan area, none of which were on Stanford lands, and that half of those rooms had already been built. He said he did not think that this project was an economic disaster. He said the last issue raised by the public was about the remaining eligible FAR in the Specific Plan and whether a large project such as this was taking an undue share. He said he thought this project was about 28% of what was planned in the Specific Plan to be built. Associate Planner Sandmeier said the FAR estimate was found on page 22 of the staff report. She said they might need to double check the existing square footage but it looked like this project was approximately 28% of the commercial square footage and 31.6% of the dwelling units.

Commissioner Riggs said this was a very attractive project and they had gotten great response from the applicant. He said the forms for the housing and office buildings were quite good. He said the detailing particularly for the office building was beyond what was done by for-profit developers. He said he appreciated car shares and bicycle accommodations noting that the last mile issue for transit was a huge one and this project solved a lot of that. He said this project was what the Specific Plan intended. He said their goals were quality building, infill that reflected town planning issues such as the through view from the Allied Arts neighborhood, the generation of vitality from the mixed use and the plaza. He said the development agreement was not required but the applicant was willing to enter into one. He said he was very supportive of the project as presented.

Commissioner Strehl said she tended to agree with Commissioner Kahle regarding the term sheet noting the designation of five BMR units for Menlo Park teachers, which would need to be a Council decision. She said she concurred with the need for additional funding for the Menlo Park City School District. She said she really appreciated the work done by the applicant in response to the Commission, the Council, and the community. She said she also wanted to commend the hard work of staff on the Specific Plan and this Final Infill EIR. She said with a future project like this she hoped Commissioners would receive their package before 9 p.m. on Friday night.

Commissioner Barnes said that receiving the packets on Friday night hampered the Commission and public's review and comprehension of a complex and large project. He said in the future he would like to have for projects such as this a reference in the staff report on sustainable and green building standards and what the project offered related to that. He said he thought five BMR units were desirable for Menlo Park teachers and he would also recommend that childcare teachers get priority for the other five BMR units.

Commissioner Riggs moved to recommend to the City Council that it take the actions to certify the Final Environmental Impact Report (EIR) and the associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Attachment B); approve the Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units; approve the Heritage Tree Removal Permits to permit the removal of 18 heritage trees and the transplantation of one heritage tree associated with the proposed project; approve the Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program; and the Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park Atherton Education Foundation and a publicly accessible

plaza. He added that the Commission recommend the City look at widening the BMR availability to Menlo Park teachers and childcare teachers, and consider additional discussion about the contribution to the Menlo Park City School District.

Mr. McClure said in clarification that it appeared Commissioner Riggs was moving to make all the recommendations as shown on Attachment A with two caveats: one being to recommend the City broaden who qualified for BMR units to include Menlo Park teachers and childcare teachers, and the other to continue discussions and considerations of greater contributions by the applicant to the Menlo Park Atherton Education Foundation.

Commissioner Barnes said he would like to vote separately on the items as he did not have enough information to support the development agreement item.

Commissioner Riggs said he would separate out the fifth item regarding the development agreement from his motion. Chair Combs noted that the motion was for the first four items as shown on Attachment A including a recommendation that the City broaden who qualified for BMR units to include Menlo Park teachers and childcare teachers. Commissioner Strehl seconded the motion.

ACTION: Motion and second (Riggs/Strehl) to make the following recommendations to the City Council with an additional recommendation regarding the BMR program criteria; passes 6-0. with Commissioner Onken recused.

Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real)

Environmental Review

1. Adopt a Resolution of the City Council of the City of Menlo Park Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Approving a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report for the Middle Plaza at 500 El Camino Real Project, Located at 300-550 El Camino Real (Attachment B)

Architectural Control

2. Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control for the Middle Plaza at 500 El Camino Real Project located at 300-550 El Camino Real (Attachment C)

Heritage Tree Removal Permits

3. Adopt a Resolution of the City Council of the City of Menlo Park Approving the Heritage Tree Removal Permits for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment D)

Below Market Rate (BMR) Housing Agreement

4. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment E)

a. That the City Council give Menlo Park teachers priority for five of the 10 BMR units and Menlo Park childcare teachers priority for five of the 10 BMR units.

Commissioner Strehl moved to recommend to the City Council to approve the proposed development agreement and to continue discussions regarding an increased contribution to the Menlo Park Atherton Education Fund. Commissioner Goodhue seconded the motion.

ACTION: Motion and second (Strehl/Goodhue) to make the following recommendation to the City Council on the development agreement with an additional recommendation regarding the contribution to the Menlo Park Atherton Education Foundation; passes 5-0. with Commissioner Barnes opposing and Commissioner Onken recused.

Development Agreement

5. Introduce an Ordinance of the City Council of the City of Menlo Park Approving the Development Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 Camino Real (Attachment F)

   a. Continue discussions as to the appropriate contribution to the Menlo Park Atherton Education Foundation.

G. Informational Items

G1. Future Planning Commission Meeting Schedule

Principal Planner Rogers noted that Commissioner Strehl would be absent from both September meetings. He said there were a couple of residential items on the September 11 agenda as well as a presentation from the Transportation Division regarding options for the Ravenswood Avenue Railroad Crossing project.

- Regular Meeting: September 11, 2017
- Regular Meeting: September 25, 2017
- Regular Meeting: October 16, 2017

Principal Planner Rogers noted some personnel changes. He said Principal Planner Deanna Chow would be the staff liaison to the Commission for three months while he was doing a job exchange with the County of San Mateo's County Manager's Office through a Management Talent Exchange Program. He said he would start that position the following week and be there through December 10, 2017.

H. Adjournment

Chair Combs adjourned the meeting at 10:00 p.m.

Staff Liaison: Thomas Rogers, Principal Planner

Recording Secretary: Brenda Bennett

CITY OF MENLO PARK

STAFF REPORT

Planning Commission
Meeting Date: **8/28/2017**
Staff Report Number: **17-056-PC**

Public Hearing: **Architectural Control, Development Agreement, Heritage Tree Removal Permits, Below Market Rate (BMR) Housing Agreement, Final EIR/Stanford University/Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real)**

Recommendation

Staff recommends that the Planning Commission review and provide a recommendation that the City Council make the necessary findings and take actions for approval of the Middle Plaza at 500 El Camino Real project, as outlined in Attachment A. The Planning Commission should provide recommendations to the City Council on the following entitlements and environmental review components of the proposed project:

1. Final Environmental Impact Report (EIR) to analyze the potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Attachment B);
2. Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units;
3. Heritage Tree Removal Permits to permit the removal of 18 heritage trees and the transplantation of one heritage tree associated with the proposed project;
4. Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program; and,

Development Agreement for the project sponsor to secure vested rights, and for the City to secure public benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park Atherton Education Foundation and a publicly accessible plaza. (The Planning Commission may recommend the City Council Subcommittee's terms, the applicant's terms or other terms, as described in this staff report.)

Policy Issues

The proposed project requires the Planning Commission and City Council to consider the merits of the project, including project consistency with the El Camino Real/Downtown Specific Plan. As part of the project review, the Commission and Council will need to make findings that the positive aspects of the project balance the significant and unavoidable environmental impacts by adopting a statement of overriding considerations and a mitigation monitoring and reporting program as part of its certification of the EIR. Additionally, the Commission and Council will need to consider a Development Agreement, and architectural findings. Further, resolutions regarding heritage tree removal permits and the BMR Housing Agreement for the project will need to be considered. The Planning Commission is a recommending body on the policy issues. The policy issues summarized here are discussed in greater detail throughout the staff

report.

Background

Site location

The project site consists of six contiguous parcels totaling 8.4 acres situated on the east side of El Camino Real, and includes the parcels at 300-550 El Camino Real as well as one parcel with no address. The project site is within the El Camino Real/Downtown Specific Plan's (Specific Plan) El Camino Real South-East (ECR SE) district, and has a land use designation of El Camino Real Mixed Use, which supports a variety of retail, office, residential, and public and semi-public uses. The project site currently consists of vacant parcels and former car dealerships, two of which have most recently been used for temporary arts installations. A location map is included as Attachment G.

Neighborhood context

Except as noted, directions in this report are based on El Camino Real as a north-south corridor. Neighboring land uses include a commercial plaza to the north; Burgess Park and single- and multi-family residential units east of the Caltrain right-of-way and Alma Street; the Stanford Park Hotel to the south; and a mix of commercial uses, including a retail shopping center, and multi-family residential uses to the west of El Camino Real. Downtown Menlo Park is approximately 0.3 mile northwest of the project site.

Previous project review

Stanford University (Stanford) initially submitted a proposal in November 2012 to redevelop the project site with a mixed-use development consisting of 229,500 square feet of office uses (including 96,150 square feet of medical office uses), and a range of 135 to 152 residential units. In January 2013, the Planning Commission held a study session to provide feedback on the proposal.

500 El Camino Real Subcommittee

In April 2013, the City Council held a study session which resulted in the creation of a subcommittee of the City Council, consisting of Councilmembers Keith and Carlton, to explore further project refinement. The 500 El Camino Real Subcommittee met with neighborhood representatives, the Silicon Valley Bicycle Coalition, representatives from environmental groups, representatives from Stanford University, and city staff.

In August 2013, the City Council accepted the final report from the 500 El Camino Real Subcommittee which established four requirements for revising the proposed project as summarized below:

1. Stanford will eliminate all medical office uses;
2. Stanford will make a substantial contribution to the cost of design and construction of a pedestrian/bicycle crossing at Middle Avenue. The amount will be negotiated/determined through the project approval process with the goal of ensuring there will be sufficient funding to construct the undercrossing in a timely manner;
3. Stanford will participate in a City working group regarding the design of the Middle Avenue plaza, undercrossing, and vehicular access to the site; and,
4. Stanford will fund a neighborhood cut-through traffic study as scoped by the City.

After the release of the Subcommittee's final report, Stanford pursued the above requirements. The current development proposal excludes any medical office uses, Stanford held public meetings to solicit public input on the design of the Middle Avenue plaza, and the Draft Infill EIR that was released on February 28, 2017, and is part of the Final Infill EIR released on August 11, 2017, includes an analysis of potential

neighborhood cut-through traffic.

On March 27, 2017, the Planning Commission conducted a Public Hearing to receive public testimony on the Draft Infill Environmental Impact Report and conducted a Study Session to provide feedback on the overall project. The Planning Commission provided the following main points on the design of the project to the applicant:

1. Provide more spatial definition for the plaza.
2. Make revisions to the street facades of Buildings A and B to decrease the repetition in the buildings' designs.
3. Include additional green open space use landscaping to additionally define the project area along El Camino Real

Since the March 27, 2017 Planning Commission meeting, the applicant has revised the plans to address the above points. The current plaza layout is shown on Sheet L2.1, the revisions to the residential building facades are shown in comparison exhibits on Sheet A24.1, and the increase in the green open space is shown on Sheet L1.10. Additional discussion on these items is included in later sections of the report.

A Development Agreement with the City of Menlo Park is proposed for Stanford to secure vested rights, and for the City to secure public benefits, including a financial contribution to the City of Menlo Park towards the design and construction of a grade-separated pedestrian/bicycle crossing at Middle Avenue. At the March 28, 2017 City Council meeting, Councilmembers Mueller and Ohtaki were appointed to a subcommittee to assist with negotiation of a Development Agreement for the project. The subcommittee was charged with providing input to a City negotiating team for the proposed Development Agreement associated with determining Stanford's financial contribution towards the grade-separated pedestrian and bicycle crossing at Middle Avenue. Stanford has requested that this be memorialized through a Development Agreement in order to document the project's contribution and vest any project entitlements ultimately approved by the City.

After the March 28 appointment of the Council Subcommittee, City staff, including the City Manager, Assistant City Manager, and City Attorney, met with the Council Subcommittee to determine the key parameters for the negotiation of public benefits as part of the Development Agreement. Subsequently, staff negotiated with Stanford and consulted with the Council Subcommittee. The attached Term Sheet letter from Stanford (Attachment L) is the outcome of the public benefit negotiation process. The Council Subcommittee does not fully support the term sheet because they believe the funding for the education foundation is not sufficient. The Development Agreement term sheet will be heard at the August 29, 2017 City Council hearing. The specific terms proposed by Stanford are discussed later in this report.

Analysis

Project description

Stanford is currently proposing to demolish all existing structures and redevelop the site with up to 458,967 square feet of mixed uses, meeting the Specific Plan's Base-level development standards, which were established to achieve inherent public benefits, such as the redevelopment of underutilized properties, the creation of more vitality and activity, and the promotion of healthy living and sustainability. The proposed development would include approximately 10,286 square feet of retail/restaurant, approximately 142,840 square feet of non-medical office uses, and 215 residential units that would comprise approximately 276,613 square feet. The project would include the construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential

Buildings A, B and C), two of which are connected to create Building A, and a plaza at Middle Avenue (Middle Plaza) that would be approximately 120 feet wide and approximately 0.5 acre in size. The plaza would provide public amenities in the form of publicly-accessible open space and a connection between El Camino Real and a proposed grade-separated crossing at the Caltrain tracks. The project would provide approximately 930 parking spaces within underground parking garages and surface parking.

The square footage has been calculated per the definition of gross floor area (GFA), which counts the full size of a building, with limited exceptions for elements such as covered parking (including bicycle parking), trash/recycling enclosures, vent shafts, non-habitable areas, enclosures for noise-generating equipment, and porches and similar areas that are open. Project plans are included as Attachment H, and the project description letter is included as Attachment I.

All of the existing parcels would be merged as part of an administrative lot merger application to create a single parcel for the entire project site.

Land uses

The project includes the following breakdown of land uses:

Component	Square Feet	% of Overall Project
Apartments (215 units)	276,613	64.4%
Non-Medical Office	142,840	33.2%
Retail/Restaurant	10,286	2.4%
Total	429,739	100.0%

The residences would consist of one-bedroom units and one-bedroom units with den units, and two-bedroom and two-bedroom with den units, the majority (52%) in the two-bedroom category. The residences would be rented. The overall residential density would be 25.5 dwelling units per acre, in compliance with the ECR SE Base level limit of 40 dwelling units per acre.

The proposed land uses are all permitted by the Specific Plan, with the exception of the possible restaurant outside seating, which could be administratively-permitted in the future. While the plans show possible outdoor seating associated with a restaurant use (Sheet L2.1), the applicant is not requesting outside seating with the current application as the details of any possible outside seating have not been determined.

Additional community-serving uses could also be considered through case-by-case Administrative Permit and Use Permit review in the future, as specified in Specific Plan Table E1. For example, a restaurant with live entertainment or alcohol service would require Administrative Permit review.

Overall, the proposal would represent a balanced mixed-use project, with a good mix of residential and office uses, along with a retail/restaurant component and a publically-accessibly plaza. The plaza would provide future access to a grade-separated pedestrian and bicycle crossing at the Caltrain tracks, located along the project site's eastern boundary and close to the Middle Avenue intersection, and improve bicycle and pedestrian circulation and east-west connectivity for neighborhoods on both sides of the Caltrain tracks. Additionally, the crossing would encourage the use of alternative modes of transportation.

Design and materials

The following discussion highlights and expands on topics addressed in the Standards and Guidelines Project Compliance Worksheet (Attachment J).

In this area, the Specific Plan broadly calls for three- to five-story mixed-use building structures up to a width of a city block (i.e. up to 300 to 350 feet) fronting El Camino Real, the creation of an El Camino Real East Promenade, and an open space plaza and linkage to Burgess Park at Middle Avenue (see page C11 of the Specific Plan for reference illustrations).

Access points and building breaks are defined by the Specific Plan to occur at existing cross streets. Additionally, a public plaza 120 feet wide by the depth of the property (i.e. the depth from El Camino Real to the Caltrain right of way) is shown to occur across from of the Middle Avenue intersection The public plaza as described in the Specific Plan is intended to visually extend Middle Avenue, integrate with the pedestrian promenade along El Camino Real, provide spaces for public gathering and seating, facilitate pedestrian and bicycle linkage to Burgess Park, and be activated by adjacent ground floor uses such as retail and cafes.

Other major defining regulations for the ECRSE district include a base floor area ratio of 1.25, of which office space may account for only one-half of the maximum floor area, a maximum residential density of 40 du/acre, at least 10,000 square feet of retail/restaurant floor area at the Middle Avenue intersection, a maximum building height of 60 feet, and a maximum façade height of 38 feet.

Site design concept, organization, and open space/landscaping

The proposal divides the site into three areas or zones with distinctly different land use concepts and physical/visual characteristics. The residential zone, which would be in the middle of the property from Partridge Avenue to Middle Avenue, would account for almost half the frontage. It is generally conceived as a stand-alone collection of buildings arranged around a long, narrow interior courtyard. The residential structures would be distinct in site design from the office structures. The residential buildings' side elevations would face the commercial structures, but would not be especially coordinated with the facing structures or the Middle Plaza open space. The sidewalk along El Camino Real and the access driveway along the rear lot line would provide circulatory connections to the sides of these structures. The residential buildings' internal open spaces, however, would not allow visibility or direct accessibility through them from Middle Plaza to the north or to other uses or open spaces to the south. Generally, the residential portion of the project is treated separately from the rest of the development except for the shared garage.

To the north of the residential buildings would be Office Building 1, which would have retail/restaurant uses at the ground floor (meeting the 10,000-square-foot requirement at this location), and a mostly paved plaza area facing the Middle Avenue intersection. To the south of the residential buildings would be Office Buildings 2 and 3, which would account for about one-third of the frontage. These buildings would relate well to each other in form and architecture and would be two of the first major structures visible entering Menlo Park.

In regards to pedestrian movement, the sidewalk experience as one would walk down El Camino Real would be enhanced with landscaping, which would be helped with additional street trees (palms) in front of the Office Building 1 and added palm trees along the building face of Office Building 2. As the plans and project renderings depict there would be ample landscaping and architectural features along the sidewalk to make the pedestrian experience pleasant particularly at the following points: 1) the garden entry design with wood trellis structures and stepped brick planters between the residential building, 2) the Mission Revival

entry courtyard at Office Building 2, and 3) the gabled entry form at the street facing corner of Office Building 3.

Landscaping appears secondary to the building design and missing a set of unified visual characteristics (i.e. repetitive or rhythmic landscape treatments) that would create the sense that the El Camino Real is a distinct linear space along the sidewalk. Sequencing of landscaping and/or building elements, such as repetitive columnar trees and/or architectural colonnades could be used to create a sense of a more continuous, expansive pedestrian promenade. In general, the pedestrian promenade and interface between the promenade and plaza could be improved. Minimally, increasing the number of palm trees in the planting strip in front of Building 1 and Middle Plaza from four to eight to extend the progression further across the frontage would help fill gaps in the landscape.

Aspects of design for each zone are discussed further as follows.

Northern Zone/Retail Building 1/Middle Plaza

Office Building 1 would be a three story structure with its ground floor dedicated to retail/restaurant uses. Such uses would face both El Camino Real and Middle Plaza with the plaza located to the south side of Building 1. Middle Plaza's usable area would be approximately 100 feet wide by 170 feet deep with curved sides. It would be bordered on its southern side by the main access drive off Middle Avenue and the northern side of residential Building A. The access drive would extend from the Middle Avenue intersection diagonally on a curve to the south allowing access to the subterranean parking garage serving both the office building and the adjacent residential buildings. There would also be surface parking behind Office Building 1.

Building 1's plaza façade with its curving wall plane, large rotunda form, and figurative massing would give character to the urban space and allow the plaza to have some spatial definition on one side. The design and landscape treatment of the plaza, while improved from earlier designs, may still be considered fragmented, with separate unrelated amenities. The design could also draw on the adjacent building's Mission Revival architecture.

Further study of the plaza and its landscape and architectural features could occur without changing the design of the buildings or driveway location. The design treatment of the plaza is one of a large, paved area to which seating, lighting, and street furniture are added in a relatively free form manner. This is fairly effective at creating smaller activity areas, but staff believes the plaza lacks an overall visual identity.

Middle Zone/Residential Buildings A, B, and C

From the intersection of Middle Avenue on the north to Partridge Avenue on the south, El Camino Real would be fronted by three-story apartment facades rendered in a Craftsman inspired architectural style. A pedestrian entry would be created between Buildings A and C across from College Avenue. A second pedestrian entrance would be created just north of Partridge Avenue between Buildings C and B. The three-story structures facing El Camino Real would give way to five-story structures facing Caltrain to the east. A long, narrow, L-shaped courtyard would separate the three- and five-story structures and form the main common open space and amenity areas for the residents. Ground floor units would have small private patios that would allow for direct access to either the inner courtyard or the El Camino Real sidewalk.

The residential structures demonstrate a generally well-conceived overall site planning approach. With the taller structures on the north-northeast (using compass directions, as this topic relates to solar access) side of the property and the lower structures along El Camino Real facing south-southwest, the inner courtyard should benefit from extensive solar access in the morning year round and late afternoon in summer months. The courtyard should also have considerable sunlight mid-day for at least half the year given the three-story building profile and massing relief near the main entry. The courtyard would have several smaller areas for gathering and a large pool near the center. Additionally, the orientation of the buildings would favor solar panels being placed on the roof tucked behind the mansards, although specific locations for solar panels has not yet been determined.

Southern Zone/Office Buildings 2 and 3

Office Building 2, the largest of the office buildings, would front El Camino Real between Partridge Avenue to the north and Cambridge Avenue to the south. A smaller office building with two stories of offices above a first-floor parking garage would front El Camino Real from Cambridge Avenue to the interior side lot line facing the Stanford Park Hotel. Office Building 3, however, would be set back farther from the street than Office Building 2 due to the existing driveway to Stanford Park Hotel that runs across the front of the property. Both Partridge and Cambridge Avenues would be vehicular access points with driveways leading to the rear drive aisle and then to garage access points, which would not be visible from El Camino Real.

Office buildings 2 and 3 would be visually similar and their massing seems to respond and relate well to each other. The key site planning features of these buildings are the locations of the entries and/or the use of open space consistent with Mission Revival architecture.

Office Building 2's entry would be set back from the street and accessed through a courtyard that would effectively be two spaces: a transition space bounded on two sides by modest two-story forms leading to a wider rectangular courtyard mostly sheltered from the street. The courtyard spaces have proportions, layouts, amenities, and landscape treatments fitting for the Mission Revival building. The main courtyard would include a hexagon-shaped tile fountain near the building entry and shade trees with seating areas to each side in a formal/axial arrangement. The transition space would also feature rows of queen palms. Office Building 2 would also have upper level decks, some with trellis shade structures. The building's form and open spaces would be varied and complex but still cohesive.

Office Building 3's entry would be at the building corner. Because it would be set back further from the street, the design compensates with a tall gable-ended entry form with arched openings and decorative tile detailing. The sidewalk area in front of the entry would be ample, and a relocated date palm would be situated to mark the building corner and entry. Some first-floor level parking would face the street, but would be mostly concealed behind decorative metal screens and landscaping. Open space at Office Building 3 would be limited on the ground floor to the sidewalk adjacent the entry, but occupants would have access to large street-facing terraces on the second and third floors.

Architectural character, streetscape appearance, materials and detailing

Office Buildings 1, 2, and 3

The office buildings' rooflines and massing would be fairly figurative interpretations of Mission Revival architecture. Strong vertical features, such as gable forms, hip roofed square towers, and round turrets, would range from 50 to 60 feet tall. These forms vary in height next to adjacent rooflines to accentuate the building silhouette. Lower height building volumes, often one or two stories tall, including porch-like arcades or trellis-covered decks would be positioned near the street to reduce the scale along El Camino Real. All the buildings would have strong entry features, but the entries vary from building to building. The sufficient

spacing of the volumes and the ordered treatment of openings at individual facades tend to minimize the massing and help the overall composition of forms look integrated.

In regards to detailing, the Mission Revival architecture would be well expressed. Deep roof overhangs, pergolas, and trellises would have shaped wood beams or rafter tails. Gables and other locations without extended eaves would have stucco-covered cornice trim. Stucco-covered wall trim would occur selectively on building walls where a horizontal band would be needed to regulate proportions, wall caps needed at solid guard rails, or similar transitions. Windows would be vertically proportioned with mostly square subdivisions and recessed 9 inches from the wall. Ornamentation would include decorative tile panels set in relief, decorative wrought railings, metal leader boxes and similar elements. Lighting fixtures would also have period wrought-iron detailing.

In regards to materials, the proposed mixed color red tile roofing and off-white painted smooth stucco would be representative of the style. Brightly colored awnings and decorative ceramic tile in a variety of floral and geometric patterns and bright colors would contrast with and enliven the stucco. Windows and metal work would be brown and black respectively. Overall, the office buildings' massing, facades, materials and detailing flow well from the Mission Revival style and make convincing architectural statements.

Residential Buildings A, B, and C

The residential buildings would feature Craftsman-style rooflines, window patterns, materials and detailing. The front portion of Building A and Building C would be three stories along the street with some rooflines near the building corners and entry points two stories. A few hip roof forms are added to the mostly gable roofs facing El Camino Real to offer variety and height differentiation. Heavy timbered framing for trellis elements mark the pedestrian entry between Buildings A and C and the bridge between Buildings B and C. Stucco or brick are used for the ground floor and up to the second floor line, balcony railing, or in a few cases second floor roof to provide scale with a differentiated building base. The material variation occurring at varied heights on the façades would give the facades an integrated expression and diminish the impression of stacked units.

The rear sections of Buildings A and B would be five stories. The architecture is similar to the buildings fronting El Camino Real, except the upper two floors would be rendered in vertical siding panels. Street elevations and building sections suggest the five story buildings would be only partially visible from along El Camino Real.

Colors and materials would vary from building to building to give each some distinction. The overall use of forms, colors, and materials, however, are blended enough that the transitions between buildings wouldn't appear choppy as seen from the street.

In regards to materials and detailing, the Craftsman architecture would be well expressed at wall surfaces, windows, and roof edges. Wood textured painted cement board is the primary cladding materials with brick and stucco as accent materials. Roof eaves and rakes project out from the building wall about 24 to 30 inches on each side.

Noteworthy would be how the materials and detailing come together. For example the cement board horizontal siding would have a 5/8-inch thick edge so the boards would not look too flat on the wall. Additionally, the exposures would vary in height with one four-inch board with followed by two seven-inch boards to make an interesting pattern. Also, both the horizontal siding and shingle siding are shown on building elevations and detailing sheets without vertical corner trim. This would give the forms an authentic and uncluttered expression.

Residential windows would be aluminum clad wood in a light grey color. Most residential windows appear to be double-hung and grouped in twos or threes with trim between to simulate posts. Window divisions would look more like Prairie Style than Craftsman Bungalow, but the pattern generally works well with the overall elevation.

Building-mounted lighting would be traditional Craftsman or Prairie Style detailing. Overall, the materials, detailing and colors would be well coordinated and fit the Craftsman inspired building architecture for the residential buildings.

Recommended changes and/or clarifications

As noted above and in the Standards and Guidelines Project Compliance Worksheet, the project clearly complies with the majority of the Specific Plan standards and guidelines. However, some topic areas listed below may be considered unresolved or otherwise in need of reconsideration. Staff will work with the applicant to consider these questions prior to City Council review. The Planning Commission may also provide input on these topics at this time.

The following changes or clarifications are intended to improve the proposals' overall compliance with the Specific Plan and/or its overall design.

1. Consider landscape choices that provide a more consistent character to the landscaping to enhance the promenade and mark the entrance to the Middle Plaza and provide a visual cue to the linkage to Burgess Park.
2. Consider placing built elements along the edges of the plaza to reinforce it. This would help define the center of the space more like a courtyard, while providing see-through spatial definition at the edges of the plaza.
3. Provide more landscaping within the main courtyard of the residential buildings.
4. Provide "soft" play areas for small children within the main courtyard of the residential building and within the building.
5. Provide window shades at ground-floor residential units that provide top-down and bottom-up control mechanisms to allow residents to regulate privacy without completely closing the shades.
6. Consider whether window grids should vary at Residential Building C given the variation in siding at that building to shingles from the horizontal siding at Building A. Vertical muntin bars on the upper sash could be one option.
7. Clarify where rooftop solar panels will be installed.
8. Clarify where operable windows will be used at the office buildings.
9. Consider changing the pattern of the window divisions at Building C, which uses shingle cladding to differentiate the structure from Building A along El Camino Real.

Parking and circulation

Vehicular

The majority of the parking would be provided in two, two-level underground parking garages. One underground garage would serve Office Building 1, which would be located on the northern-most portion of the property and be developed with office and retail/restaurant uses, and the residential buildings, generally located in middle of the subject property. The second underground parking garage would service Office Building 2, which would front El Camino Real between Partridge Avenue to the north and Cambridge Avenue to the south. Office Building 3, a smaller office building with two stories of offices above a first floor parking garage, would front El Camino Real from Cambridge Avenue to the interior side lot line facing the

Stanford Park Hotel. Some surface parking is also included, mainly to serve the retail/restaurant use.

A main access drive off Middle Avenue would extend from the Middle Avenue intersection diagonally on a curve to the south allowing access to the subterranean parking garage serving both Office Building 1 and the adjacent residential buildings. Both Partridge and Cambridge Avenues would be vehicular access points with driveways leading to the rear drive aisle and then to garage access points, which would not be visible from El Camino Real.

For projects in the Specific Plan area, off-street parking should be provided at the rates specified in Table F2, although the Plan allows for mixed-use projects to submit a shared parking study to result in parking rates that more accurately reflect such projects' parking demand. The applicant has submitted a shared parking study, approved by the Transportation Division, which justifies the proposed 930-space parking requirement. The study accounted for the fact that a certain number of residential spaces would be gated and not accessible by other users.

On April 12, 2017, the Transportation Commission reviewed the Draft Environmental Impact Report (DEIR) for the project but did not take any action. The Commissioners generally provided feedback about site access and on-site circulation for bicyclists and pedestrians and inquired about the potential to add a shared-use pathway on the site. Stanford representatives and staff responded, indicating that the Specific Plan does not require the addition of a pathway on the site.

Bicycle

The project would provide required bicycle parking in both short-term and long-term configurations. Short-term bicycle parking would be provided via racks along El Camino Real and in the public plaza. Long-term bicycle parking would be located on the upper garage floor for office Building 1, with separate bicycle parking in the residential portion of the garage, as well as the upper level of the below-grade parking garage for Office 2, and in the first floor parking for Office Building 3. Similar to vehicular parking, covered bicycle parking is exempt from FAR calculations.

The project would implement, at a minimum, a Class III bicycle facility, bicycle route on Middle Avenue between University Drive and El Camino Real, as required by Condition of approval 2(h)(vi) as partial mitigation to reduce the project's impact on this roadway segment.

Pedestrian

The project would include significant improvements to the pedestrian environment. Along most of the project's El Camino Real frontage, the project would implement a 15-foot wide sidewalk. This sidewalk would consist of a five-foot furnishings zone along the curb (featuring elements such as street trees and other landscaping, bicycle racks, benches, and street lights) and a 10-foot clear walking zone next to the buildings. Due to the existing driveway for the Stanford Park Hotel, in front of Office Building 3, the sidewalk for this portion of El Camino Real would be reduced to seven feet (including existing tree wells).

As specified by Chapter D (Public Space) of the Specific Plan, all pathways would be continuous and direct, and would be designed with pedestrian safety and comfort in mind. For the portions of sidewalk that would extend onto the subject property, a Public Access Easement (PAE) would be dedicated to the City. As shown on Sheet L1.4, a sidewalk adjacent to the access driveway along the rear lot line provide would provide additional pedestrian circulation.

Open space, trees and landscaping

Open space

The project would exceed the ECR SE minimum open space requirement of 30 percent of the lot, with approximately 39 percent proposed. Most of the open space would be met at ground level through the sidewalks, public/semi-public plaza areas, private courtyards, and other landscaped areas. Many of the residential balconies would also count toward this total, as permitted by the Specific Plan to encourage the provision of usable private open space.

Heritage Tree removals

The applicant has submitted an arborist report, an addendum report, and an advanced tree inspection report, all prepared by HortScience Inc. (Attachmen K), evaluating all trees on and near the subject property, including 40 heritage trees. The addendum report and the advanced tree inspection report reflect updates and clarifications that were requested by City staff.

Three heritage trees (trees #6, #7, and #8) along the driveway for the Stanford Park Hotel, west of proposed Office Building 3, would be preserved, and one heritage Canary island date palm (tree #9), located on the east side of the driveway, would be transplanted northward to avoid adverse impacts from the development of Office Building 3. All of the other on-site trees are proposed for removal due to the extensive nature of the development, including the two underground parking garages that span much of the project site. In total, 18 heritage trees are proposed for removal, plus the one heritage tree that is proposed to be transplanted on-site.

Municipal Code requirements

Section 13.24.040 of Menlo Park's Heritage Tree Ordinance, requires consideration of the following eight factors when determining whether there is good cause for permitting removal of a heritage tree:

1. The condition of the tree or trees with respect to disease, danger of falling, proximity to existing or proposed structures and interference with utility services;
2. The necessity to remove the tree or trees in order to construct proposed improvements to the property;
3. The topography of the land and the effect of the removal of the tree on erosion, soil retention and diversion or increased flow of surface waters;
4. The long-term value of the species under consideration, particularly lifespan and growth rate;
5. The ecological value of the tree or group of trees, such as food, nesting, habitat, protection and shade for wildlife or other plant species;
6. The number, size, species, age distribution and location of existing trees in the area and the effect the removal would have upon shade, privacy impact and scenic beauty;
7. The number of trees the particular parcel can adequately support according to good arboricultural practices;
8. The availability of reasonable and feasible alternatives that would allow for the preservation of the tree(s).

City Arborist review

The City Arborist has reviewed the applicant's arborist report, the addendum report, and the advanced tree inspection, conducted a site visit to independently evaluate the health and condition of the heritage trees proposed for removal, and provided recommendations.

The City Arborist recommends approval of the requested heritage tree removals in recognition of factors #1 (tree condition/health) and #4 (long-term species value). In addition to the previously noted conflicts with the proposed comprehensive redevelopment of this site, which includes the construction of a publicly-accessible plaza, many of the heritage trees on the project site are in fair to poor condition due to the extensive paving of the site and a lack of adequate rooting space.

Environmental Quality Commission review
On July 26, 2017, the Environmental Quality Commission (EQC) reviewed the proposed tree removals and a preliminary landscaping plan, and recommended that the Planning Commission recommend approval of the heritage tree removal permits to the City Council. Additionally, the EQC asked the applicant to consider planting more native trees on the site.

Following the meeting, the applicant worked with staff to address the EQC's recommendation, and has increased the number of native trees proposed on the site.

Proposed landscaping
The City has a heritage tree replacement guideline for commercial/mixed-use projects to replace trees at a 2:1 level and to provide one replacement tree for transplanted heritage trees. The replacements have to be of a type that can grow to heritage-size. The applicant is proposing to provide 42 heritage tree replacements to compensate for the loss of the 18 heritage trees and the relocation of one heritage tree (tree #9), which would exceed the replacement requirement of 37 trees. The proposed replacements include 16 coast live oaks, three ginko trees, nine cork oaks, three London plane trees, three valley oaks, and ten California sycamores. The City Arborist has indicated these are acceptable replacement trees, although some of the spacing of the proposed replacement trees could be improved, which staff will continue to work with the applicant on in advance of any City Council action. However, even with increased spacing, the proposal would exceed the 2:1 replacement ratio.

A London plane street tree along El Camino Real (tree #24) would be removed to accommodate a new driveway and curb improvements between the residential buildings and Office Building 2, across El Camino Real from Partridge Avenue. A second London plane street tree (tree #65) is proposed for removal for a new driveway between the plaza and the residential buildings. These two street trees are non-heritage in size.

SFPUC has expressed concerns about the planting of new street trees in close proximity to the Hetch Hetchy line, which runs along the El Camino Real frontage of the property. Staff will work with the Project Arborist, and SFPUC, to identify additional street tree planting locations along El Camino Real, as well as appropriate measures to protect the Hetch Hetchy water line and other utilities, including root barriers.

Additional trees and landscaping would be planted throughout the site. The project would be required to comply with the Water Efficient Landscaping Ordinance (WELO).

Lot Merger
The applicant is proposing an administrative lot merger to merge the existing parcels into one parcel for the entire project site. In addition, if the discretionary actions are approved, the applicant would also need later City Council approval to vacate existing easements and create necessary new easements for the project. A proposed overall final easement disposition plan is included for reference on Sheet C-4.0 of the plan set.

Trash and recycling
Proposed trash enclosures are located along the rear of the property. The plans have been reviewed and tentatively approved by the City’s refuse collector, Recology. As shown on Sheet C-4.2, the trash enclosures would intrude slightly on the proposed Cal Water easement; however, the applicant has submitted a letter from Cal Water indicating they are willing to allow portions of the trash enclosures over the easement, subject to conditions.

Signage

Under the current Sign Ordinance, the property would be allowed a total signage area of 100 square feet. Given the length of the project's frontage along El Camino real, this sign area would likely be disproportionally small relative to the building, and could negatively affect the vibrancy of the retail/restaurant use in particular. During the last review of the Specific Plan, staff identified this as a potential issue for the subject property as well as the Station 1300 (1300 El Camino Real) project, and the City Council directed that revisions be pursued to allow larger Specific Plan projects to receive larger signage allocations, subject to discretionary review. The drafting of these Sign Ordinance and/or Specific Plan changes has been delayed, but initial work has commenced.

Below Market Rate (BMR) Housing

The applicant is required to comply with Chapter 16.96 of City's Municipal Code, ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("BMR Guidelines"), as the commercial portion of the project would exceed 10,000 square feet in gross floor area. The residential portion of the project itself does not create any BMR requirement, due to the fact that it would be rental housing, and the City does not currently have any enforceable BMR requirements for rental residential projects, based on a court case.

According to staff's calculations, the project is required by the current BMR regulations to provide 6.4 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. These calculations are based on the project's proposed 123,501 square feet of net new commercial square footage. Staff's calculations give the applicant credit for 19,339 square feet of commercial space at 300 El Camino Real that was in use at the time of the application, and which was subtracted from the project's total 153,126 square feet of proposed commercial space. The applicant believes credit should be given for buildings that were unoccupied at the time of the application submittal, which would result in a BMR requirement of 5.3 BMR units. This would not be consistent with how the City treated the recent Station 1300 development, where a vacant building at 1258 El Camino Real was not used as a credit for BMR calculations.

As part of the development agreement negotiations for the project, which haven't been finalized, the applicant is proposing to provide eight one-bedroom on-site BMR units at the low-income level, which would exceed the minimum requirement. The Housing Commission previously recommended that the 1.9 BMR units for the 2131 Sand Hill Road project, also owned by Stanford, be satisfied with the provision of two BMR units at the Middle Plaza at 500 El Camino Real project site. Pursuant to the Housing Commission's recommendation, the applicant is proposing a total of ten one-bedroom on-site BMR units, all at the low-income level. (If the 2131 Sand Hill Road project is not approved, the applicant would provide eight one-bedroom BMR units at the low-income level.) On August 23, 2017 the Housing Commission reviewed this proposal and recommended approval, 3-2, while expressing concerns that only 10 units out of 215 units, or eight units if the 2131 Sand Hill Road project is not approved, would be BMR units.

Development Agreement

Draft Development Agreement

A Development Agreement is a contract between the City of Menlo Park and a project sponsor that delineates the terms and conditions of a proposed development project. A Development Agreement allows a project sponsor, in this case Stanford, to secure vested rights, and it allows the City to secure certain benefits that it might not otherwise be entitled to obtain. The City Council is not obligated to approve a

Development Agreement, but if the City Council does want to approve a Development Agreement, the terms of the Development Agreement need to be acceptable to both parties; one party cannot impose terms on the other party.

After the March 28 appointment of the Council Subcommittee (Councilmembers Mueller and Ohtaki), City staff, including the City Manager, Assistant City Manager, and City Attorney, met with the Council Subcommittee to determine the key parameters for the negotiation of public benefits as part of the Development Agreement. Subsequently, staff negotiated with Stanford and consulted with the Council Subcommittee. The attached Term Sheet letter from Stanford (Attachment L) is the outcome of the public benefit negotiation process. As discussed below, the Council Subcommittee does not fully support the term sheet because they believe the funding for the education foundation is not sufficient.

Development Agreement Term Sheet

The Term Sheet reflects the terms proposed by Stanford in addition to the required mitigation measures, which were determined by the Draft EIR and which will be included in the mitigation monitoring and reporting program for the development proposal. The Council Subcommittee has reviewed the proposed Term Sheet but does not fully support it because they believe the funding for the Menlo Park Atherton Education Foundation is not sufficient. (The Menlo Park Atherton Education Foundation is a nonprofit organization led by district parent volunteers who raise funds to support innovation and education excellence for students at Encinal, Laurel, Oak Knoll, and Hillview Schools. Concerns were raised by the Menlo Park City School District about tax revenues if a significant portion of the residences are occupied by Stanford employees, thus enabling a property tax exemption.) The Subcommittee does support the term sheet if the funding for the education foundation is increased as suggested below. The subcommittee is also recommending that five of the ten Below Market Rate units in the development be dedicated to teachers from the Menlo Park City School District. This is not a specific term of the DA and would need to be a policy decision by the Council.

1. Caltrain Pedestrian/Bicycle Crossing

The applicant is proposing to pay for 50 percent of the cost of the crossing, up to $5,000,000.

2. Affordable Units

According to staff's calculations, the project is required by the current BMR requirements to provide 6.4 BMR units that are affordable to individuals at the low-income level, as designated for San Mateo County. Stanford believes credit should be given for buildings that were unoccupied at the time of the application submittal, which would result in a BMR requirement of 5.3 BMR units. The Housing Commission recommended that the BMR requirements for the 2131 Sand Hill Road project, consisting of 1.9 BMR units, be satisfied on this project site with the provision of two on-site BMR units. The applicant is proposing 10 one bedroom BMR units, all at the low-income level. (If the 2131 Sand Hill Road project is not approved, the applicant would provide eight one bedroom BMR units at the low-income level.)

3. Menlo Park-Atherton Education Foundation

The applicant is proposing to pay $100,000 per year to the Menlo Park Atherton Education Foundation over 10 years for a total of $1,000,000. The Subcommittee recommends the term of the annual payments should be extended for five years to a total of $1,500,000 over 15 years.

4. Assurances Regarding New City Fees.

Similar to provisions included in previous development agreements, the City agrees to provide Stanford assurances as to certain changes in fees and applicable laws, in exchange for the negotiated benefits. The Project will not be subject to any new impact fees, including increased BMR fees, or any equivalent in-kind

obligation, for the term of the Agreement. The assurances regarding no imposition of new fees shall not limit the City from imposing new citywide or Specific Plan wide fees, assessments or taxes.

5. Plaza.
Stanford has agreed to execute and record a Public Use Agreement as part of the Development Agreement regarding the public use of the privately owned and operated Middle Avenue plaza. The proposed public access hours for the plaza would be 6 am to midnight.

6. Term of the Development Agreement.
The Term shall be ten (10) years, subject to extension if the City has made substantial progress in securing approvals and funding for the grade crossing, in which event the term may continue for up to five years beyond the initial ten year term, with the understanding that the BMR units will be subject to a separate agreement for a 55-year term.

The recommended actions have been structured to assume support of the Development Agreement as proposed. However, the Planning Commission may recommend the City Council Subcommittee's terms, the applicant's terms or other terms

Correspondence
Since the March 2017 Draft EIR public hearing and study session, staff has received four letters regarding the project from the public, included as Attachment "M". Fran Philip, a business owner at 959 El Camino Real, suggests making the parking lanes on El Camino Real into travel lanes at peak hours. Diane Bailey of Menlo Spark provides recommendations regarding enhanced sustainability measures, including committing to LEED Gold and providing a more aggressive Transportation Demand Management (TDM) program. John Kadvany provides questions regarding the EIR and recommends that the Planning Commission review this proposal after Labor Day, to provide more review time, and submitted a second email making a suggestion regarding funding for the grade-separated crossing. Lastly, Chief Harold Schapelhouman of the Menlo Park Fire Protection District states concerns with fire services and funding impacts.

Conclusion
Staff believes that the proposal would represent a balanced mixed-use project, with a good mix of residential and office uses, along with a retail/restaurant component and a publically-accessibly plaza. The plaza would provide future access to a grade-separated pedestrian and bicycle crossing at the Caltrain tracks, located along the project site's eastern boundary and close to the Middle Avenue intersection, and improve bicycle and pedestrian circulation and east-west connectivity for neighborhoods on both sides of the Caltrain tracks. Additionally, the crossing would encourage the use of alternative modes of transportation. The architectural approach would utilize quality materials and detailing, and would address relevant Specific Plan standards and guidelines. The heritage tree removals would be justified by the trees' condition, health, and long-term species value. The replacement plantings would emphasize California native species, and would exceed the two-to-one replacement ratio. The BMR Agreement would address the project's 10-unit BMR requirement, and provide an additional 10 affordable units as a public benefit. The Development Agreement would document the BMR units and other benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing at the Caltrain tracks, additional affordable housing units, a financial contribution to the Menlo Park-Atherton Education Foundation and a publicly accessible plaza. As noted earlier, the Planning Commission may make a qualified recommendation regarding the Development Agreement, given the City Council Subcommittee's position on the current term sheet. The project's impacts have been fully considered as part of the Final EIR, and relevant mitigation measures have been incorporated into the Mitigation Monitoring and Reporting Program (MMRP). Staff recommends

that the Planning Commission recommend that the City Council approve the project per the actions listed in Attachment A.

Impact on City Resources

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of Transportation Impact Fee (TIF), Specific Plan Transportation Infrastructure Proportionate Cost-Sharing Fee, and the El Camino Real/Downtown Specific Plan Preparation Fee. These required fees were established to account for projects' proportionate obligations. As noted in the Development Agreement section, the project would also include a financial contribution towards the construction of the grade-separated Caltrain crossing.

Environmental Review

The Specific Plan process included detailed review of projected environmental impacts through a program Environmental Impact Report (EIR), as required by the California Environmental Quality Act (CEQA). In compliance with CEQA requirements, the Draft EIR was released in April 2011, with a public comment period that closed in June 2011. The Final EIR, incorporating responses to Draft EIR comments, as well as text changes to parts of the Draft EIR itself, was released in April 2012, and certified along with the final Plan approvals in June 2012.

As specified in the Specific Plan EIR and the CEQA Guidelines, program EIRs provide the initial framework for review of discrete projects. Most project proposals under the Specific Plan are anticipated to be fully addressed as part of the Specific Plan EIR. However, for the proposed project, staff and an independent CEQA consulting firm (ICF International, with support from W-Trans, a transportation analysis sub-consultant) determined that a project-level EIR was required to examine specific impacts not addressed in the Specific Plan EIR. The specific type of project-level EIR required for the project is defined by Senate Bill (SB) 226 as an "Infill EIR," as the project meets relevant criteria defined by that legislation, as discussed in the Infill EIR itself. Since this determination, the project's CEQA review has proceeded as follows:

Table 1: CEQA Process Timeline		
Date	Milestone	Hearing Body
3/15/2016	Environmental Impact Report Contract Approval	City Council
6/22/2016	Notice of Preparation (NOP) and Infill Environmental Checklist Issuance	n/a
7/21/2016	NOP Comment Deadline	n/a
2/28/2017	Notice of Availability (NOA) of Draft Infill EIR	n/a
2/28/2017	Draft Infill EIR Review Period Start	n/a
3/27/2017	Draft Infill EIR Public Hearing	Planning Commission
4/13/2017	Draft Infill EIR Review Period End	n/a
8/11/2017	Final Infill EIR Review Period Start	n/a
8/28/2017	Public Hearing for Recommendations on All Project Actions Including Final Infill EIR	Planning Commission
TBA 2017	Public Hearing for All Project Actions Including Final Infill EIR	City Council

Draft Infill EIR

The Draft Infill EIR analyzes the following three topic areas:

- Air Quality (construction)
- Noise (traffic noise)
- Transportation/Traffic

Other environmental analysis areas were found to have been adequately addressed in the Specific Plan EIR. The Infill Environmental Checklist is included as an appendix to the Draft Infill EIR, and it explains in detail how the project is consistent with the Specific Plan EIR and creates no new significant impacts for the topic categories not analyzed in the Draft Infill EIR (e.g., Biological Resources, Hydrology/Water Quality).

The Draft Infill EIR determined that impacts would be less than significant, or less than significant with mitigation, for the following categories:

- Air Quality (construction)
- Noise (traffic noise)

The Transportation/Traffic analysis in the Draft Infill EIR determined that impacts on bicycle and pedestrian facilities, transit facilities, and emergency access would be less than significant. However, the following transportation/traffic impacts have been determined to be potentially significant. Mitigation measures have been specified for most intersections, roadway segments, routes of regional significance, and railroad crossings, but the impacts listed in Tables 2 through 5 below are considered significant and unavoidable due to factors such as the need to acquire additional rights-of-way, conflicts with existing policies, or a location outside of the City's jurisdiction.

Partial mitigation measures are included for the payment of transportation impact fees (TIF) and proportional share contributions towards transportation infrastructure improvements, and implementation of a Transportation Demand Management (TDM) plan, and these would be project requirements. However, these mitigation measures are not projected to fully mitigate any impacts.

Table 2: Impacts on Intersections

Intersection	Jurisdiction	Significant Impact?		Is Mitigation Feasible?	Remains Significant and Unavoidable Impact?
		Near-Term 2021 Plus Project	Cumulative 2040 Plus Project		
Middlefield Rd/ Marsh Rd (#1)	Atherton	Yes - AM	Yes - AM	Yes	Yes[1, 2]
Middlefield Rd/ Glenwood Ave-Linden Ave (#3)	Atherton	Yes - AM/PM	Yes - AM/PM	Yes	Yes[1, 2]
Middlefield Rd/ Ravenswood Rd (#5)	Menlo Park and Atherton	No	Yes - AM	Yes	Yes[1]
Middlefield Rd/ Willow Rd (#7)	Menlo Park	Yes - PM	Yes - AM/PM	No	Yes[2,3]
El Camino Real/ Ravenswood Ave-Menlo Ave (#15)	Menlo Park/ Caltrans	No	Yes - AM/PM	No	Yes[1,2,3]
El Camino Real/ Live Oak Ave (#16)	Menlo Park/ Caltrans	No	Yes - AM/PM	Yes	Yes[1,3]
El Camino Real/ Middle Ave (#18)	Menlo Park/ Caltrans	No	Yes - PM	No	Yes[1,2,3]
El Camino Real/ College Ave (#19)	Menlo Park/ Caltrans	Yes - AM/PM	Yes - AM/PM	Yes	Yes[1,3]
El Camino Real/ Partridge Ave (#20)	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	Yes	Yes[1,3]
El Camino Real/ Harvard Ave (#22)	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	Yes	Yes[1,3]
El Camino Real/ Creek Dr (#23)	Menlo Park/ Caltrans	Yes - AM	Yes - AM/PM	Yes	Yes[1,3]
University Dr/ Middle Ave (#31)	Menlo Park	Yes - AM/PM	Yes - AM/PM	Yes	Yes[3]

Notes:
[1] Mitigation measure(s) requires approval from another jurisdiction, which cannot be guaranteed; therefore, impact remains significant and unavoidable.
[2] Mitigation measure(s) requires acquisition of right-of-way, which cannot be guaranteed; therefore, impact remains significant and unavoidable.
[3] Mitigation measure(s) is undesirable due to potential secondary impacts; therefore, impact remains significant and unavoidable.

Table 3: Impacts on Roadway Segments				
	Significant Impact?			
Segment	Near-Term 2021 Plus Project	Cumulative 2040 Plus Project	Is Mitigation Feasible?	Remains Significant and Unavoidable Impact?
Middlefield Rd – Ravenswood Ave to Ringwood Ave (#2)	No	Yes	No	Yes
Ravenswood Ave – Laurel St to Middlefield Rd (#3)	Yes	Yes	No	Yes
Middle Ave – University Dr to El Camino Real (#5)	Yes	Yes	No	Yes
Cambridge Ave – University Dr to El Camino Real (#8)	Yes	Yes	No	Yes

Table 4: Impacts on Routes of Regional Significance					
		Significant Impact?			
Segment	Jurisdiction	Near-Term 2021 Plus Project	Cumulative 2040 Plus Project	Is Mitigation Feasible?	Remains Significant and Unavoidable Impact?
Bayfront Expressway – University Ave to Willow Rd (WB)	Caltrans	Yes	Yes	No	Yes
Bayfront Expressway – Willow Rd to University Ave (EB)	Caltrans	Yes	Yes	No	Yes
Willow Rd – Bayfront Expressway to US 101 (WB)	Caltrans	No	Yes	No	Yes
Willow Rd – US 101 to Bayfront Expressway (EB)	Caltrans	Yes	Yes	No	Yes

Table 5: Impacts on Railroad Crossings			
Segment	***Significant Impact***	***Is Mitigation Feasible?***	***Remains Significant and Unavoidable Impact?***
Ravenswood Avenue Railroad Crossing	***No significance threshold for railroad crossings. However, as the project would add vehicular traffic to railroad crossings, mitigation measures have been recommended.***	***No***	***Yes***

Final Infill EIR

The Final Infill EIR, included as a hyperlink as Attachment N, includes the Response to Comments to all the written comments received prior to the deadline and verbal testimony provided at the Planning Commission public hearing on the Draft Infill EIR, and changes to the document to reflect any needed modifications. The comments on the Draft Infill EIR did not result in any impacts not previously identified. Therefore any changes to the text of the Final Infill EIR were limited to corrections and clarifications that do not alter the environmental analysis. The Final Infill EIR is available on the project web page, as well as City Hall and the Main Library.

Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (MMRP)

As part of its consideration of the merits of the project, the Planning Commission and City Council will need to review and consider the Statement of Overriding Considerations (SOC) along with the Mitigation Monitoring and Reporting Program (MMRP). The draft resolution for the SOC, including the MMRP, is included as part of Attachment B. The Planning Commission is a recommending body on the adoption of the EIR, the SOC, and the MMRP. The draft SOC outlines the following public benefits of the project, inclusive of the benefits derived from the Development Agreement: economic benefits, social benefits, transportation and infrastructure benefits, housing benefits, local community benefits, and region-wide or Statewide benefits. The SOC identifies specific benefits within each category in more detail. The MMRP includes the feasible mitigation measures identified in the EIR. This Mitigation Monitoring and Reporting Program (MMRP) is designed to aid the City of Menlo Park in its implementation and monitoring of measures adopted from the certified EIR. The draft MMRP is included in Attachment B. The MMRP would be incorporated as part of the project specific conditions of approval for the project.

Specific Plan Maximum Allowable Development

Per Section G.3, the Specific Plan establishes the maximum allowable net new development as follows:

Residential uses: 680 units; and
Non-residential uses, including retail, office and hotel: 474,000 square feet.

These totals are intended to reflect likely development throughout the Specific Plan area, in excess of certain development projects that were already in the pipeline at the point the Specific Plan Program EIR was commenced (subject to those projects receiving their own independent approvals). As noted in the

Plan, development in excess of these thresholds will require amending the Specific Plan and conducting additional environmental review. Uses that were active on the project site at the commencement of the environmental review are deducted from the project's share of the Maximum Allowable Development.

If the project is approved and implemented, the Specific Plan Maximum Allowable Development would be revised to account for the net changes as follows:

	Dwelling Units	Commercial Square Footage
Existing	0	19,339
Proposed	215	153,126
Net Change	215	133,787
% of Maximum Allowable Development	*31.6%*	*28.2%*

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper and notification by mail of owners and occupants within a 300-foot radius of the subject property. Notice of the Final Infill EIR's availability and the holding of this public hearing was also provided to agencies and jurisdictions of interest (e.g., Caltrans, Town of Atherton, etc.), and to anyone who commented on the Draft Infill EIR. Email updates were also provided to a list of individuals interested in development projects in the Specific Plan area.

Attachments

A. Recommended Actions
B. Draft Resolution Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Adopting a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report
C. Draft Resolution Approving the Findings and Conditions for Architectural Control
D. Draft Resolution Approving the Heritage Tree Removal Permits
E. Draft Resolution Approving the BMR Agreement
F. Draft Ordinance Approving the Development Agreement
G. Location Map
H. Hyperlink – Project Plans, dated August 23, 2017 (http://menlopark.org/500ECRplans)
I. Project Description Letter
J. Standards and Guidelines Project Compliance Worksheet
K. Arborist Report, Addendum Report, and Advanced Tree Inspection Report, prepared by HortScience Inc.
L. Development Agreement Term Sheet
M. Correspondence
N. Hyperlink: Middle Plaza at 500 El Camino Real Final Infill EIR - http://www.menlopark.org/1096/Infill-Environmental-Impact-Report

Disclaimer

Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City

Staff is not always possible. The original full-scale maps, drawings and exhibits are available for public viewing at the Community Development Department. Planning Commissioners were provided full plan sets under separate cover.

Exhibits to Be Provided at Meeting

- Color and Materials Boards

Report prepared by:
Corinna Sandmeier, Associate Planner

Report reviewed by:
Mark Muenzer, Assistant Community Development Director

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Attachment A
Recommended Actions
Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real)

Environmental Review

1. Adopt a Resolution of the City Council of the City of Menlo Park Adopting Findings Required by the California Environmental Quality Act, Including a Statement of Overriding Considerations, Approving a Mitigation Monitoring and Reporting Program, and Certifying the Final Infill Environmental Impact Report for the Middle Plaza at 500 El Camino Real Project, Located at 300-550 El Camino Real (Attachment B)

Architectural Control

2. Adopt a Resolution of the City Council of the City of Menlo Park Approving Findings and Conditions for the Architectural Control for the Middle Plaza at 500 El Camino Real Project located at 300-550 El Camino Real (Attachment C)

Heritage Tree Removal Permits

3. Adopt a Resolution of the City Council of the City of Menlo Park Approving the Heritage Tree Removal Permits for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment D)

Below Market Rate (BMR) Housing Agreement

4. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 El Camino Real (Attachment E)

Development Agreement

5. Introduce an Ordinance of the City Council of the City of Menlo Park Approving the Development Agreement with Stanford University for the Middle Plaza at 500 El Camino Real Project, located at 300-550 Camino Real (Attachment F)

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, APPROVING A MITIGATION MONITORING AND REPORTING PROGRAM, AND CERTIFYING THE FINAL INFILL ENVIRONMENTAL IMPACT REPORT FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300 EL CAMINO REAL, 350 EL CAMINO REAL, 444 EL CAMINO REAL, 550 EL CAMINO REAL, AND A PARCEL WITH NO ADDRESS

WHEREAS, Stanford University ("Project Sponsor") submitted an application to construct an infill project of approximately 458,967 square feet (sf) of mixed uses within five buildings (the "Project") in the City of Menlo Park ("City"); and

WHEREAS, the City released a Notice of Preparation ("NOP") and an Infill Environmental Checklist for the Project on June 22, 2016 for a 30-day public review period. The Infill Environmental Checklist determined that an Infill Environmental Impact Report ("Infill EIR") was required for the Project. Comments received by the City on the NOP were taken into account during preparation of the Draft Infill EIR; and

WHEREAS, the Draft Infill EIR and a Notice of Availability were released on February 28, 2017 for a 45-day review period that ended on April 13, 2017. The public review period included one Planning Commission public hearing on March 27, 2017. Comments on the Draft Infill EIR were received from 6 public agencies and 14 individuals. On August 11, 2017, the City published a Final Infill EIR document that includes responses to comments. The Draft Infill EIR and the Final Infill EIR document together constitute the Final Infill EIR (also designated the "Infill EIR"); and

WHEREAS, the California Environmental Quality Act ("CEQA", Pub. Resources Code Section §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) require analysis and a determination regarding the Project's environmental impacts and mitigation measures and, where significant and unavoidable impacts remain, a statement of the overriding considerations that, in the City's view, justify approval of the Project; and

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

WHEREAS, a duly and properly noticed public hearing was held before the Planning Commission on August 28, 2017; and

WHEREAS, the Planning Commission, having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council to certify the Final Infill EIR, to make the findings and take the actions required by CEQA, to adopt the mitigation measures identified in the Mitigation Monitoring and Reporting Program ("MMRP") and adopt the MMRP, and to adopt a Statement of Overriding Considerations identifying the benefits of the Project that outweigh its significant and unavoidable effects on the environment; and

WHEREAS, a duly and properly noticed public hearing was held before the City Council on Date; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby finds that the above recitals are true and correct, makes the following findings and takes the following actions with respect to the Final Infill EIR prepared for the Project:

I. INTRODUCTION

Stanford University ("Project Sponsor") is proposing to redevelop six parcels of land along the east side of El Camino Real into a mixed-use development. The Caltrain right-of-way is located to the east of the Project site. The Project site includes 300 El Camino Real (two parcels totaling 2.5 acres), 350 El Camino Real (0.9 acre), 444 El Camino Real (1.7 acres), 550 El Camino Real (1.6 acres), and a 1.7-acre parcel with no address, which add up to approximately 8.4 acres. These parcels generally consist of vacant and occupied commercial buildings as well as surface parking lots.

The Project would demolish the existing structures and construct up to 458,967 square feet (sf) of mixed uses at the Project site. The publicly accessible plaza at the Project site would be a minimum of 120 feet wide and approximately 0.5 acre in size. The five new buildings at the Project site would include approximately 277,000 sf of residential space (215 housing units), approximately 144,000 sf of non-medical office space, and approximately 10,000 sf of ground-floor retail/restaurant space. The Project would also provide approximately 930 parking spaces within underground parking garages and surface parking, which is a reduction in the required number of parking spaces, as recommended by a draft shared parking analysis that accounts for the proposed mixture of uses on the site.

The Project requires the following City approvals:

- **Environmental Review.** Certification of the Final Infill EIR, approval of findings, approval of the feasible and potentially feasible (but not infeasible) mitigation measures presented in the Infill EIR, approval of the MMRP, and approval of a statement of overriding considerations for significant and unavoidable impacts.
- **Architectural Control.** Architectural control approval of the design of the proposed buildings and site improvements.

- **Lot Line Adjustment/Lot Merger.** A lot line adjustment or lot merger to modify existing lot lines. (This is a ministerial approval that does not rely on the Infill EIR.)
- **Heritage Tree Removal Permits.** A heritage tree removal permit for each heritage tree proposed for removal per Municipal Code Section 13.24.040.
- **Below Market Rate Housing Agreement.** A Below Market Rate Housing Agreement for the Project's compliance with the City's Below Market Rate Housing Program, as outlined in Chapter 16.96 of the Municipal Code.
- **Development Agreement.** A Development Agreement with the City of Menlo Park to vest development approvals and specify a financial contribution to the City of Menlo Park that could be used for the design and, if approved, construction of a pedestrian/bicycle crossing at Middle Avenue.

II. PROJECT OBJECTIVE

The Project Sponsor identified and the City Council has determined that the Project has been designed to meet the following objective:

- Develop a mixed-use residential project on Stanford's auto dealership sites that is consistent with the vision, goals and policies of the El Camino Real/Downtown Specific Plan.

III. GENERAL FINDINGS AND OVERVIEW

A. Use of Infill EIR

The Project is an "infill project" as defined in CEQA Guidelines Section 15183.3(f)(1) because it is a residential, commercial, and retail project that meets the eligibility requirements of Guidelines Section 15183.3(b). It is eligible for the streamlining procedures provided by Guidelines Section 15183.3 because it meets the standards of Guidelines Section 15183.3(b) as discussed on pages 3-2 and 3-3 of the Draft Infill EIR. In particular, it is located on a previously developed site and satisfies the performance standards provided in Appendix M, as demonstrated on pp. 1-2 and 1-5 through 1-7 of the Infill Environmental Checklist. Furthermore, as discussed on p. 1-7 of the Infill Environmental Checklist, the Project site is within a Priority Development Area ("PDA") in the adopted Plan Bay Area, which is the Sustainable Communities Strategy ("SCS") for the Bay Area as required by Senate Bill 375. PDAs are areas where new development will support the needs of residents and workers in a pedestrian-friendly environment served by transit. Local jurisdictions, including Menlo Park, defined the character of their PDAs according to existing conditions and future expectations as regional centers, city centers, suburban centers, and/or transit town centers. The El Camino Real/Downtown Specific Plan serves as the PDA that includes the Project site. Since the Project is consistent with the Specific Plan, it is also consistent with the general use designation, density, building intensity, and applicable policies specified for the project area in the SCS.

Because the Project is an eligible infill project, it is exempt from CEQA if an impact was addressed as a significant effect in a prior EIR for a planning level decision or if uniformly applicable development standards or policies ("UADPS") substantially mitigate any environmental effects site not analyzed in the previous EIR. The Property is within the Specific Plan area, and the environmental effects of development in the Specific Plan area were previously addressed in the certified El Camino Real/Downtown Specific Plan EIR (the "Specific Plan EIR"). Therefore, the Infill Environmental Checklist was prepared to determine if potential impacts of the Project were addressed as a significant effect in the Specific Plan EIR and whether UADPS would substantially mitigate any environmental effects site not analyzed in the previous EIR. As described in the Infill Environmental Checklist, all environmental effects were determined to have been adequately addressed in the Specific Plan EIR or to have been mitigated by UADPS except for Transportation/Traffic, Air Quality (construction health risk), and Noise (vehicle traffic noise), which have been evaluated in the Infill EIR.

B. Procedural Background

Per Section 15183(d)(2)(C) of the CEQA Guidelines; if the infill project would result in new specific effects or more significant effects, and UADPS would not substantially mitigate such effects, those effects are subject to CEQA. With respect to those effects that are subject to CEQA, the lead agency shall prepare an Infill EIR if the written checklist shows that the effects of the infill project would be potentially significant. As concluded in the Infill Environmental Checklist for the Project, the Project would have effects that either have not been analyzed in the prior Specific Plan EIR, or are more significant than described in the prior EIR.

The Infill Environmental Checklist and Notice of Preparation ("NOP") for the Project were released on June 22, 2016, for a 30-day public review period. The NOP was sent to individuals, local interest groups, adjacent property owners, and responsible and trustee state and local agencies having jurisdiction over or interest in environmental resources and/or conditions in the vicinity of the Project site. The purpose of the NOP was to allow various private and public entities to transmit their concerns and comments on the scope and content of the Draft Infill EIR, focusing on specific information related to each individual's or group's interest or agency's statutory responsibility early in the environmental review process. The NOP noted that the Project may have a significant effect on the environment and that an Infill EIR would be prepared for the Project.

The Draft Infill EIR was made available for public and agency review on February 28, 2017. Copies of the Notice of Availability ("NOA") of the Draft EIR were mailed to public agencies (including the State Clearinghouse (SCH #2016062053), organizations, and individuals likely to be interested in the Project and its potential impacts. In addition, copies of the Draft Infill EIR were distributed to public agencies (including the State Clearinghouse). Copies of the Draft Infill EIR were made available at the Community Development Department, at the Menlo Park Library, and on the City's website.

A public comment session on the Draft Infill EIR was held before the Planning Commission on March 27, 2017. The CEQA-mandated 45-day public comment period for the Draft EIR ended on April 13, 2017. All comments on the Draft Infill EIR concerning environmental issues received during the public comment period were evaluated and responded to in writing by the City as the Lead Agency in accordance with Section 15088 of the CEQA Guidelines.

The comments on the Draft Infill EIR, changes to the Draft Infill EIR, and the written responses were incorporated into a Final Infill EIR document including Chapter 3, *Responses to Comments,* that was published on August 11, 2017. Copies of the Final Infill EIR document were made available at the Community Development Department, on the City's website, and at the Menlo Park Library. The Draft Infill EIR and the Final Infill EIR document together comprise the Final Infill EIR (or "Infill EIR").

A duly and properly noticed public hearing was scheduled before the Planning Commission of the City of Menlo Park on August 28, 2017, and the Planning Commission voted affirmatively to recommend to the City Council to find that the Final Infill EIR was prepared in compliance with CEQA and to recommend that findings be made as required by CEQA.

A duly and properly noticed public hearing was held before the City Council on Date, where the Council considered the Final Infill EIR and the Project.

IV. CERTIFICATION OF FINAL INFILL ENVIRONMENTAL IMPACT REPORT

In accordance with CEQA Guidelines Section 15090, the City of Menlo Park, acting by and through its City Council hereby certifies that the Final Infill EIR has been completed in compliance with the CEQA and the CEQA Guidelines. The City further certifies that it has been presented with the Final Infill EIR and that it has reviewed and considered the information contained in the Final Infill EIR prior to approving the Project. The City further certifies that the Final Infill EIR reflects its independent judgment and analysis.

V. APPROVAL OF MITIGATION MEASURES AND MMRP

The City Council hereby adopts the feasible and potentially feasible (but not infeasible) mitigation measures set forth for the Project in the Final Infill EIR and the MMRP attached hereto as Exhibit A and incorporated herein by this reference.

VI. RECORD OF PROCEEDINGS AND CUSTODIAN OF RECORD

For purposes of CEQA and these findings, the record of proceedings consists of the following documents and testimony:

(a) The NOP, Infill Environmental Checklist, comments received on the NOP, and all other public notices issued by the City in conjunction with the Project;

(b) Draft Infill EIR released for public review in February 2017, associated appendices to the Draft Infill EIR, and technical materials cited in the document;

(c) All comments submitted by agencies or members of the public during the public comment period on the Draft Infill EIR;

(e) The Final Infill EIR for the Project, including comments received on the Draft Infill EIR, responses to those comments, text revisions to the Draft Infill EIR, appendices to the document, and technical materials cited in the document, as well as all comments and staff responses entered into the record orally or in writing between February 28, 2017 and April 13, 2017;

(f) The Mitigation Monitoring and Reporting Program for the Project;

(g) All non-draft or non-confidential reports, studies, memoranda, maps, staff reports, or other planning documents related to the Project prepared by the City, or consultants to the City with respect to the City's compliance with the requirements of CEQA and with respect to the City's action on the Project;

(h) All documents submitted to the City (including the Planning Commission and City Council) by other public agencies or members of the public in connection with the Project, up through the close of the public hearing on Date;

(i) Any minutes or verbatim transcripts of all information sessions, public meetings, and public hearings held by the City in connection with the Project;

(j) All matters of common knowledge to the Commission and Council, including, but not limited to:

(i) The Menlo Park General Plan and other applicable policies;
(ii) The El Camino Real/Downtown Specific Plan;
(iii) The Menlo Park Zoning Ordinance and other applicable ordinances;
(iv) Environmental documents related to the above documents;
(v) Information regarding the City's fiscal status; and
(vi) Applicable City policies and regulations; and

(k) Any other materials required for the record of proceedings by Public Resources Code Section 21167.6(e).

The documents described above comprising the record of proceedings are located in the Community Development Department, City of Menlo Park, 701 Laurel Street, Menlo Park, CA 94025. The custodian of these documents is the Community Development Director or his/her designee.

VII. FINDINGS

These findings are the City's findings ("Findings") pursuant to CEQA (Pub. Resources Code, §21000 et seq.) and CEQA Guidelines (Cal. Code of Regulations, Title 14, §15000 et seq.) relating to the Project. The Findings provide the written analysis and conclusions of the City Council regarding the Project's environmental impacts, mitigation measures and alternatives that, in the City Council's view, justify approval of the Project. The Findings are based upon substantial evidence in the record. All feasible and potentially feasible (but not infeasible) mitigation measures listed below are included in the Mitigation Monitoring and Reporting Program ("MMRP") adopted by the City Council.

The feasible and potentially feasible (but not infeasible) mitigation measures proposed in the Infill EIR have been adopted and included in the MMRP, substantially in the form proposed in the Infill EIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures. The MMRP is expressly incorporated into the Project.

The findings and determinations in this Resolution are to be considered as an integrated whole and, whether or not any portion of this Resolution fails to cross-reference or incorporate by reference any other section of this Resolution, any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding in this Resolution is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures identified in this Resolution may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by a particular mitigation measure; however, any failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

VIII. FINDINGS AND RECOMMENDATIONS REGARDING SIGNIFICANT AND UNAVOIDABLE IMPACTS

The following findings regarding mitigation and significant and unavoidable impacts are limited to those impacts evaluated in the Infill EIR. The City Council hereby incorporates by reference the findings and statement of overriding considerations required by Sections 15091, 15092, 15093, and 15097 of the State EIR Guidelines and Sections 21081, 21081.5, and 21081.6 of CEQA prepared for the El Camino Real/Downtown Specific Plan, as set forth in detail by the City Council on June 5, 2012. Mitigation measures from the Specific Plan EIR, as contained in the Mitigation Monitoring and Reporting Plan

adopted for the Specific Plan, that are required to be implemented as part of the Project, have been incorporated into the MMRP adopted for the Project.

Based upon the EIR and the entire record, the City Council hereby makes the findings below.

A. TRANSPORTATION, CIRCULATION AND PARKING

Impact TRA-1: Impacts on Intersections under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project would result in increased peak-hour delays at eight intersections.

Mitigation Measure TRA-1.1: Implement Intersection Improvements to address Near-Term 2021 Plus Project Effects. Operations at several intersections could be improved by modifying the intersection geometry to provide additional capacity.

a. Middlefield Road/Marsh Road (#1)

Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second westbound left-turn lane and corresponding southbound receiving lane. The Project is required to contribute a fair share financial contribution of 3.2 percent of the cost of the improvement toward the improvements, which funds would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way.

Finding: The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)

Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization at the intersection. The Project is required to contribute a fair share financial contribution of 3.2 percent of the cost of the improvement toward the improvements, which funds would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and to modify the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way, one-lane road.

Finding: The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

c. Middlefield Road/Willow Road (#7)

Acceptable operations could be achieved at Middlefield Road/Willow Road by widening the southbound Middlefield Road approach to add an exclusive through lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure is consistent with the improvement measure noted in the City's transportation impact fees (TIF) program.

This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may still be required.

Finding: The enhancements to bicycle and pedestrian infrastructure may require acquisition of additional right-of-way that may not be feasible; therefore, the impact would be significant and unavoidable.

d. El Camino Real/College Avenue (#19)

Acceptable operations could be achieved at the intersection of El Camino Real/College Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from College Avenue to El Camino Real analyzed is no more than 40 vehicles in any peak hour, resulting in at most 5.5 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

e. El Camino Real/Partridge Avenue (#20)

Acceptable operations could be achieved at the intersection of El Camino Real/Partridge Avenue with signalization of the intersection. Installation of a traffic

signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. From Partridge Avenue to El Camino Real, the right-turn volumes from Partridge Avenue under the near-term scenarios are about 50 vehicles in any peak hour, resulting in at most 3.2 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

f. El Camino Real/Harvard Avenue (#22)

Acceptable operations could be achieved at the intersection of El Camino Real/Harvard Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most about 70 vehicles during any peak hour, resulting in at most 3.9 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable. Furthermore, the improvements to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

g. El Camino Real/Creek Drive (#23)

Acceptable operations could be achieved at the intersection of El Camino Real/Creek Drive with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the near-term scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most 21 vehicles during any peak hour, resulting in at most 1.9 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore, the impact would be significant and unavoidable. Furthermore, the improvements

to this intersection are within the jurisdiction and responsibility of Caltrans, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

h. University Avenue/Middle Avenue (#31)

Acceptable operation could be achieved by modifying the intersection geometry to provide additional capacity by reconfiguring the southbound and eastbound approaches to have a left-turn lane and a shared through/right-turn lane. However, this measure would have secondary effects on the efforts to add bicycle lanes on University Avenue and Middle Avenue.

Finding: The mitigation is infeasible and contrary to City policy. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue; therefore, this impact remains significant and unavoidable.

Mitigation Measure TRA-1.2: A partial mitigation measure to reduce the impacts of the Project at several intersections under the Near-Term 2021 Plus Project conditions would be to implement a TDM program as required by Specific Plan Mitigation Measure TR-2. The proposed TDM program could reduce peak-hour and daily trip generation.

Finding: The TDM program could reduce the number of vehicular trips by three to 15 percent and reduce the intersection impacts; however, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, even at the maximum 15 percent reduction, the impact would remain significant and unavoidable.

SUMMARY IMPACT TRA-1

Effects of Mitigation: Changes or alterations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of less-than-significant. Increases in traffic associated with the Project under near-term 2021 plus-Project conditions would result in increased peak-hour delays at eight intersections. Partial mitigation through TDM measures would reduce impacts.

Remaining Impacts: Intersection impacts would remain significant and unavoidable at several intersections because improvements are infeasible for specific reasons cited above or are within the responsibility and jurisdiction of another public agency.

Impact TRA-2: Impacts on Roadway Segments under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in increased ADT volumes on area roadway segments.

With the addition of Project-generated traffic, the following roadway segments are expected to experience an unacceptable increase in traffic volumes:

3. Ravenswood Avenue between Laurel Street and Middlefield Road

5. Middle Avenue between University Drive and El Camino Real

8. Cambridge Avenue between University Drive and El Camino Real

Mitigation Measure TRA-2.1: Implement Roadway Segment Improvements to Address Near-Term 2021 Plus Project Effects.

a. Middle Avenue between University Drive and El Camino Real (#5)

A mitigation measure to reduce the impact on this roadway segment would be to, at a minimum, implement a Class III bicycle facility (a bicycle route) on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. Alternatively, in the Specific Plan, a Class II bicycle facility (bicycle lanes) were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor will work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.

Finding: The identified improvements to bicycle routes on Middle Avenue could encourage bicycling and possibly reduce traffic volumes if drivers shift mode from personal vehicles to bicycles with the availability of additional bicycle routes. However, because the reduction cannot be quantified, and it is not anticipated that this would fully mitigate impacts on these segments by reducing trips to the extent that the impact would be less than significant, the impacts are considered significant and unavoidable.

b. Transportation Demand Management

Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan.

Finding: The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, although reduced, would still remain significant and unavoidable.

SUMMARY IMPACT TRA-2

Effects of Mitigation: Changes or alternations have been incorporated into the project that lessen the significant environmental effects identified in the EIR,

although not to a level of less-than-significant. The proposed improvements to bicycle routes to be funded or installed by the Project Sponsor and the proposed TDM program would partially mitigate the impact on roadway segments. However, impacts to traffic volumes at roadway segments 3, 5, and 8 would remain significant and unavoidable because reductions in traffic due to improvements to bicycle routes cannot be quantified and because the reductions from the TDM program would not fully mitigate traffic volumes at roadway segments 3, 5, and 8.

Remaining Impacts: The Project-specific impacts to roadway segments 3, 5, and 8 would remain significant and unavoidable.

Impact TRA-3: Impacts on Routes of Regional Significance under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in significant impacts on several Routes of Regional Significance.

Mitigation Measure TRA-3.1: Implement Routes of Regional Significance Improvements to Address Near-Term 2021 Plus Project Effects. The mitigation measures below were considered to reduce impacts on Regional Routes of Significance.

Routes of Regional Significance could be widened to add travel lanes in the following segments:

- Willow Road – US 101 to Bayfront Expressway (eastbound)
- Bayfront Expressway – University Avenue to Willow Road (westbound)
- Bayfront Expressway – Willow Road to University Avenue (eastbound)

Finding: The improvements to Routes of Regional Significance are within the jurisdiction and responsibility of Caltrans, and their implementation cannot be guaranteed. Although adding a travel lane would increase capacity, constructing additional lanes is not a feasible mitigation measure because of right-of-way constraints. Therefore, impacts would remain significant and unavoidable.

Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Near-Term 2021 Plus Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, there would be impacts on these segments, although reduced, would still remain significant. With a full 15 percent trip reduction, the TDM program would reduce the impact on eastbound Bayfront Expressway between Willow Road and University Avenue to a less-than-significant level. However, because the reduction cannot be quantified and the effectiveness of

the TDM program is uncertain, impacts to all three of the Routes of Regional Significance would remain significant and unavoidable.

SUMMARY IMPACT TRA-3

Effects of Mitigation: Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under near-term 2021 plus-Project conditions. However, impacts to Routes of Regional Significance would remain significant and unavoidable because these roadways are not under the jurisdiction of the City and because of right of way constraints. In addition, freeway improvement projects, which add travel lanes, are planned and funded on a regional scale and would be too costly for a single project to be expected to fund. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain.

Remaining Impacts: The Project-specific impacts on three portions of Routes of Regional Significance would remain significant and unavoidable.

Impact TRA-4: Impacts on Intersections under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections.

Mitigation Measure TRA-4.1: Implement Intersection Improvements to Reduce Cumulative 2040 Plus Project Effects. Operations at several intersections could be improved by modifying intersection geometry to provide additional capacity.

a. Middlefield Road/Marsh Road (#1)

Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second southbound and westbound left-turn lanes and corresponding receiving lanes. The Project is required to contribute a fair share financial contribution of 1.6 percent of the improvements' cost identified under the near-term scenario. In addition, the proportional share toward the additional southbound left-turn lane, which wasn't identified in the Specific Plan EIR mitigation measure, would be 1.1 percent under the cumulative scenario. The funds would be available to the Town of Atherton for a 5-year period.

Finding: Acquisition of additional right-of-way would be required. The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3)

Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. The Project is required to pay the Supplemental Transportation Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period. However, this mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and to modify the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way, one-lane road.

Finding: The improvements to this intersection are within the jurisdiction and responsibility of the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

c. Middlefield Road/Ravenswood Avenue (#5)

Acceptable operations could be achieved at Middlefield Road/Ravenswood Avenue with the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure is specified in the City's transportation impact fees (TIF) program and the Project Sponsor would pay traffic impact fees per the TIF schedule.

Additionally, this measure has potential effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a proportional share of 11.1 percent toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program.

Finding: The improvements to this intersection will require approval from the Town of Atherton, and its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable.

d. Middlefield Road/Willow Road (#7)

Impacts would be partially mitigated at Middlefield Road/Willow Road with the following improvements:

- Widening the eastbound Willow Road approach to provide an additional through lane.
- Widening the westbound Willow Road approach to provide an additional left-turn lane and re-striping the existing shared through/left-turn lane to a through-only lane.
- Widening the southbound Middlefield Road approach to include an exclusive through lane and re-striping the existing shared through/left-turn lane to a through-only lane.

The Project Sponsor would be responsible for implementation of the measure and paying traffic impact fees per the current TIF schedule.

This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with the CA-MUTCD. Although the impact would be reduced to a less-than-significant level with implementation of this intersection improvement, acquisition of additional right-of-way may be required.

Finding: The enhancements to bicycle and pedestrian infrastructure may require acquisition of additional right-of-way that may not be feasible; therefore, the impact would be significant and unavoidable.

e. El Camino Real/Ravenswood Avenue-Menlo Avenue (#15)

Impacts would be partially mitigated at El Camino Real/Ravenswood Avenue-Menlo Avenue with the following improvements:

- Widening the eastbound Menlo Avenue approach to provide an exclusive left-turn lane,
- Widening the northbound El Camino Real approach to provide an additional through lane, and
- Re-striping the existing southbound El Camino Real right-turn lane to become a through/right-turn lane.

The Project Sponsor should pay traffic impact fees per the current TIF schedule.

Finding: This measure would have secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as installing warning signs and markings to comply with the CA-MUTCD. Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary impacts and right-of-way acquisition needs, it is considered infeasible. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Ravenswood Avenue-Menlo Avenue, and this impact remains significant and unavoidable.

f. El Camino Real/Live Oak Avenue (#16)

Acceptable operations could be achieved at the intersection of El Camino Real/Live Oak Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Live Oak Avenue to El Camino Real analyzed is no more than 90 vehicles during any peak hour, resulting in at most 5.5 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

g. El Camino Real/Middle Avenue (#18)

Acceptable operations could be achieved at El Camino Real/Middle Avenue with the following improvements:

- Widening the northbound El Camino Real approach to provide an additional left-turn lane.

- Providing an exclusive southbound right-turn lane.

The Project Sponsor should pay traffic impact fees per the current TIF schedule.

Finding: This measure would have secondary effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the multiple-threat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. In addition, this intersection would connect to a future grade separated crossing of the Caltrain tracks along the Project site's eastern boundary. The Project should include enhancements to the bicycle and pedestrian infrastructure at this intersection. The enhancements may include modifications to signal timing and phasing, bicycle boxes, and other markings that comply with the CA-MUTCD. Furthermore, the length available in the existing median is limited by a corresponding northbound left-turn lane into the Safeway Shopping Center parking lot. The Project would be required to evaluate whether adjustments can be made to the Safeway Shopping Center northbound left-turn lane to provide more storage for the southbound left-turn lane.

Because the intersection is controlled by Caltrans, this measure would require coordination with and approval by Caltrans, which cannot be guaranteed. Furthermore, because of the mitigation measures' secondary impacts and right-of-way acquisition needs, it is considered infeasible. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue; therefore, the impact would be significant and unavoidable.

h. El Camino Real/College Avenue (#19)

Acceptable operations could be achieved at the intersection of El Camino Real/College Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from College Avenue to El Camino Real analyzed is no more than 50 vehicles during any peak hour, resulting in at most 9.2 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

i. El Camino Real/Partridge Avenue (#20)

Acceptable operations could be achieved at the intersection of El Camino Real/Partridge Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic

signals. Under the cumulative scenarios, the number of vehicles from Partridge Avenue to El Camino Real analyzed is no more than 53 vehicles during any peak hour, resulting in at most 5.4 seconds of delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

j. El Camino Real/Harvard Avenue (#22)

Acceptable operations could be achieved at the intersection of El Camino Real/Harvard Avenue with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Harvard Avenue to El Camino Real analyzed is at most 72 trips, resulting in at most 8.2 seconds of increased delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

k. El Camino Real/Creek Drive (#23)

Acceptable operations could be achieved at the intersection of El Camino Real/Creek Drive with signalization of the intersection. Installation of a traffic signal would result in reduced queuing capacity along El Camino Real at the adjacent intersections and would affect traffic operations at neighboring traffic signals. Under the cumulative scenarios, the number of vehicles from Creek Drive to El Camino Real analyzed is at most 23 vehicles, resulting in at most 2.9 seconds of increased delay.

Finding: A traffic signal is not recommended because it is infeasible given the proximity of nearby traffic signals along El Camino Real. No other feasible mitigation measures were identified that would fully mitigate the impact; therefore the impact would be significant and unavoidable.

l. University Avenue/Middle Avenue (#31)

Acceptable operation could be achieved by modifying the intersection geometry to provide additional capacity by reconfiguring the southbound and eastbound approaches to have a left-turn lane and a shared through/right-turn lane.

Finding: This measure would have secondary effects on the efforts to add bicycle lanes on University Avenue and Middle Avenue. Namely provide a connected bicycle network from the neighborhood communities west of El Camino Real to the Caltrain station through the planned grade separated crossing at Middle Avenue and El Camino Real intersection. Therefore, this mitigation would be contrary to City policy. There are no other feasible mitigation measures that would fully mitigate the impact on the intersection of El Camino Real/Middle Avenue. Therefore, the impact would be significant and unavoidable.

Mitigation Measure TRA-4.2: Implement Transportation Demand Management Program to Partially Reduce Cumulative 2040 Plus Project Effects. The proposed TDM program could reduce peak-hour and daily trip generation.

Finding: Although the TDM program could reduce the number of vehicular trips by three to 15 percent and reduce the intersection impacts, the effectiveness of the TDM program cannot be reliably predicted. Furthermore, the maximum 15 percent would not be enough to reduce impacts to a less-than-significant level. Therefore, the impacts would remain significant and unavoidable to intersections 1, 3, 5, 7, 15, 16, 18, 19, 20, 22, 23, and 31 in the cumulative 2040 Plus Project conditions.

SUMMARY IMPACT TRA-4

Effects of Mitigation: Changes or alterations have been incorporated into the Project that lessen the significant environmental effects identified in the Infill EIR, although not to a level of less-than-significant. Increases in traffic associated with the Project under cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections. Intersection impacts would remain significant and unavoidable because improvements would require obtaining additional rights-of-way, would violate existing City/town policies, or would be outside the City's jurisdiction. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain. Partial mitigation measures (TRA-4.2) would reduce impacts, but full mitigation is either infeasible (eight intersections) or only potentially feasible (four intersections).

Remaining Impacts: The Project's contributions to significant cumulative impacts could remain significant and unavoidable at four intersections and would remain significant and unavoidable at eight intersections.

Impact TRA-5: Impacts on Roadway Segments under Cumulative 2040 Plus Project conditions. Increases in traffic associated with the Project under the Cumulative 2040 Plus Project conditions would result in increased daily traffic volumes on area roadway segments.

With the addition of Project-generated traffic, the following roadway segments would be expected to experience unacceptable increases in traffic volumes:

2. Middlefield Road between Ravenswood Avenue and Ringwood Avenue

3. Ravenswood Avenue between Laurel Street and Middlefield Road

5. Middle Avenue between University Drive and El Camino Real

8. Cambridge Avenue between University Drive and El Camino Real

Mitigation Measure TRA-5.1: Implement Roadway Segment Improvements to Address Cumulative 2040 plus-Project Effects.

a. Middle Avenue between University Drive and El Camino Real (#5)

A mitigation measure to reduce the impact on this roadway segment, at a minimum, would be to implement a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. In the Specific Plan, Class II bicycle facility, bike lanes, were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor shall work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.

Finding: The identified bicycle route improvements on Middle Avenue could encourage bicycling and possibly reduce traffic volumes if drivers shift from personal vehicles to bicycles given the availability of additional bicycle routes. However, because the effectiveness of the TDM program cannot be reliably predicted, and it is not anticipated that this would fully mitigate impacts on these segments, the impacts are considered significant and unavoidable.

b. Transportation Demand Management

Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan.

Finding: The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, although reduced, would still remain significant and unavoidable.

SUMMARY IMPACT TRA-5

Effects of Mitigation: Changes or alterations have been incorporated into the project that lessen the significant environmental effects identified in the EIR, although not to a level of insignificance. The proposed improvements to bicycle routes to be funded or installed by the Project Sponsor and the proposed TDM program would partially mitigate the impact on roadway segments. However, impacts to traffic volumes at roadway segments 2, 3, 5, and 8 would remain significant and unavoidable because reductions in traffic due to improvements to bicycle routes cannot be quantified and because the reductions from the TDM program would not fully mitigate traffic volumes at roadway segments 2, 3, 5, and 8.

Remaining Impacts: The cumulative impacts on the foregoing local roadway segments would remain significant and unavoidable.

Impact TRA-6: Impacts on Routes of Regional Significance under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions would result in significant impacts on several Routes of Regional Significance.

Mitigation Measure TRA-6.1: Implement Routes of Regional Significance Improvements to Address Cumulative 2040 Plus Project Effects. Routes of Regional Significance could be widened to add travel lanes at the following locations:

- Willow Road – US 101 to Bayfront Expressway (eastbound)
- Willow Road – Bayfront Expressway to US 101 (westbound)
- Bayfront Expressway – University Avenue to Willow Road (westbound)
- Bayfront Expressway – Willow Road to University Avenue (eastbound)

Finding: The improvements to Routes of Regional Significance are within the jurisdiction and responsibility of Caltrans, and their implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. Although adding a travel lane would increase capacity, constructing additional lanes is not a feasible mitigation measure because of right-of-way constraints. Therefore, impacts would remain significant and unavoidable.

The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by three to 15 percent, but even at the maximum of 15 percent, impacts on three of the four segments, although reduced, would still remain significant. With a full 15 percent trip reduction, the TDM program would reduce the impact on eastbound Bayfront Expressway between Willow Road and University Avenue to a less-than-significant level. However, because the reduction cannot be quantified and the

effectiveness of the TDM program is uncertain, impacts to all four of the Routes of Regional Significance would remain significant and unavoidable.

SUMMARY IMPACT TRA-6

Effects of Mitigation: Partial mitigation measures are identified to reduce impacts of the Project on Routes of Regional Significance under Cumulative 2040 Plus Project conditions. However, impacts to Routes of Regional Significance would remain significant and unavoidable because these roadways are not under the jurisdiction of the City. In addition, freeway improvement projects, which add travel lanes, are planned and funded on a regional scale and would be too costly for a single project to be expected to fund. Although the Project includes a TDM program that could reduce its peak-hour and daily trip totals, the reduction cannot be quantified and the effectiveness of the TDM program is uncertain.

Remaining Impacts: The cumulative impacts on the four Routes of Regional Significance would remain significant and unavoidable.

Impact TRA-9: Impacts on Ravenswood Avenue railroad crossings. The Project would result in added traffic to railroad crossings.

Mitigation Measure TRA-9.1: Contribute to design of the Ravenswood Avenue Grade Separation project to address Near-Term 2020 Plus Project and Cumulative 2040 Plus Project Effects,

Grade separation of the railroad tracks and Ravenswood Avenue would eliminate any queuing on the railroad tracks and the gate downtime, which affects traffic patterns and creates delays when trains are approaching or waiting in the station. The City is currently in the process of reviewing three design alternatives as part of the Ravenswood Avenue Railroad Crossing Study.

The Project Sponsor will be providing a financial contribution for the Middle Avenue grade separated crossing as part of a Development Agreement as described in TRA-4, which would provide an improved pedestrian and bicycle crossing and encourage alternative modes and potentially reduce vehicle demand at the Ravenswood Avenue railroad grade crossing. If any grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development but a proportional contribution to the design phase would be warranted.

Finding: Since the timing and funding of the grade separation project is not certain, this impact would remain significant and unavoidable.

SUMMARY IMPACT TRA-9

Effects of Mitigation: Mitigation, including grade separation at Ravenswood Avenue could be implemented to reduce impacts.

Remaining Impacts: The Existing Plus Project impacts to congestion at the railroad crossings would remain significant and unavoidable.

IX. FINDINGS FOR SIGNIFICANT IMPACTS AVOIDED OR MITIGATED TO A LESS-THAN-SIGNIFICANT LEVEL

The mitigation measures associated with the Specific Plan EIR have already been adopted by City Council in those findings dated June 5, 2012. Mitigation measures from the Specific Plan EIR that would result in less-than-significant impacts with mitigation and would apply to the Project include: AIR-1a, AIR-1b, AIR-5, AIR-7, BIO-1a, BIO-1b, BIO-3a, BIO-3b, BIO-5a, BIO-5b, BIO-5c, CUL-1, CUL-2a, CUL-2b, CUL-3, CUL-4, GHG-1, HAZ-1, HAZ-3, NOI-1a, NOI-1b, NOI-1c, NOI-3, and NOI-4. These are included in the MMRP for the Project. Mitigation measures that would reduce impacts are limited to those identified in the Specific Plan EIR. Except as to Transportation/Traffic, the Infill EIR does not identify any new mitigation measures beyond those from the Specific Plan EIR.

X. MITIGATION OF POTENTIALLY SIGNIFICANT EFFECTS BY UNIFORMLY APPLICABLE DEVELOPMENT STANDARDS

The Infill Environmental Checklist provides substantial evidence that UADPS would mitigate impacts in several resource areas. These policies and standards include Specific Plan policies as well as city ordinances, resolutions, guidelines, and other adopted policies. As required by Guidelines Section 15183.3(d)(2)(D), the following list outlines which potentially significant effects associated with the project have been substantially mitigated by UADPS and provides a brief explanation of the rationale for the finding. The Infill Environmental Checklist provides substantial evidence for the finding in each of the resource areas.

- **Biological Resources**
  - Checklist Topic: Conflict with any local policies or ordinances protecting biological resources
  - Applicable UADPS:
    - Specific Plan Design Guideline D.5.17
    - Menlo Park Municipal Code Chapter 13.24 Heritage Trees
    - City's Building Division "Tree Protection Specification" measures
  - *Finding*: The policies and standards call for retention of trees, guidelines for landscaping, protection of heritage trees, and protect heritage trees from construction. Compliance with these policies and standards assures there will be less-than-significant impacts related to compliance with policies protecting biological resources.

- **Hydrology and Water Quality**
    - o Checklist Topic: Water quality standards
    - o Applicable UADPS:
        - Construction General Permit Order 2009-0009 DWQ (Construction General Permit or General Permit)
        - Stormwater Pollution Prevent Plan (SWPPP)
        - Waste Discharge Requirements/NPDES permit
        - City Engineering Division Grading and Drainage (G&D) Permit
        - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, and D.6.04
    - o *Finding*: These policies and standards regulate construction-related stormwater discharges, regulate stormwater quality best management practices (BMPs) to prevent erosion and transport of polluted runoff and sediment during construction, keep sediment-laden water on site, completing grading activities during dry months, providing temporary sediment basins and traps, and/or utilizing temporary silt fences or straw rolls. Compliance with these policies and standards will ensure that impacts to water quality would be less than significant.

    - o Checklist Topic: Substantially alter existing drainage
    - o Applicable UADPS:
        - SWPPP
        - NPDES requirements
        - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13
    - o *Finding*: Adherence to stormwater management requirements would ensure that construction and operation of the Project would not result in substantial erosion or siltation. The Project would not have a direct effect on the course of a stream or river as there are no streams or rivers present at the Project site. Compliance with these policies and standards ensures impacts to drainage would be less than significant.

    - o Checklist Topic: Create or contribute runoff that would exceed capacity of existing systems
    - o Applicable UADPS:
        - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13
        - NPDES requirements
    - o *Finding*: The Project would increase onsite stormwater infiltration by providing biotreatment areas and implementing the Specific Plan guidelines, thereby reducing stormwater loads to the City's drainage system. As such, the Project would not exceed the capacity of the City's

stormwater system and would not contribute substantial new sources of polluted runoff, resulting in a less-than-significant impact.

- **Land Use and Planning**
  - Checklist Topic: Physically divide an established community
  - Applicable UADPS:
    - Specific Plan Guidelines: E.3.4.3.01 and E.3.4.2.02
  - *Finding*: With these massing controls, the visual perception from the ground level would be reduced and façade heights would be similar to existing two- and three-story buildings in the vicinity of the Project site. Because the proposed building heights and massing controls would result in buildings relatively compatible with the surrounding existing buildings, the Project would not create physical or visual barriers, resulting in less-than-significant impacts.

  - Checklist Topic: Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect
  - Applicable UADPS:
    - Specific Plan 5 Guiding Principles (1) enhance public space; (2) generate vibrancy; (3) sustain Menlo Park's village character; (4) enhance connectivity; and (5) promote healthy living and sustainability.
    - Specific Plan Guidelines (various)
    - Zoning
  - *Finding*: The General Plan designates the Project site as "El Camino Real/Downtown Specific Plan," which requires that the Project conform to the policies of the Specific Plan. The site's zoning is also "El Camino Real/Downtown Specific Plan." Through provision of public spaces; developing underutilized project site; height, massing, and appearance consistent with Specific Plan development standards; promotion of connectivity from the east of the Caltrain corridor to El Camino Real and downtown; extension of Garwood Way; and encouraging transit, the project is consistent with the guiding principles of the Specific Plan. As such, no conflicts with applicable land use plans or policies would result and impacts would be less than significant.

- **Utilities and Service Systems**
  - Checklist Topic: Construction of new stormwater drainage facilities, the construction of which would cause significant environmental effects
  - Applicable UADPS:
    - Specific Plan Guidelines D.4.09, D.5.20, D.6.03, D.6.04 and E.3.8.13

- *Finding*: Compliance with applicable stormwater management requirements and Specific Plan guidelines, and implementation of a landscaping plan designed to provide stormwater treatment areas, would ensure that the Project would not significantly increase stormwater drainage from the Project site. As such, the Project would not require the construction of new stormwater drainage facilities or the expansion of existing facilities, resulting in a less-than-significant impact.

XI. FINDINGS REGARDING ALTERNATIVES

Because the Project is an infill project under Section 21094.5 of the CEQA Guidelines, the Infill EIR is not required to consider project alternatives that would change the location, densities, or building intensities of the Project. Because any alternative to the Project that could reduce its environmental impacts would change the Project location, densities, or building intensities, project alternatives are not analyzed in the Infill EIR.

XII. STATEMENT OF OVERRIDING CONSIDERATIONS RELATED TO THE PROJECT FINDINGS

The City Council adopts and makes the following Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project. After review of the entire administrative record, the City Council finds that, pursuant to CEQA section 21081(b) and CEQA Guidelines section 15093, specific economic, legal, social, technological and other benefits of the Project outweigh the Project's unavoidable adverse impacts and the City Council finds that the significant and unavoidable adverse impacts are acceptable in light of the Project's benefits.

As stated above, the City Council further adopts and incorporates by reference the statement of Overriding Considerations for the El Camino Real/Downtown Specific Plan, which found that the benefits of Specific Plan implementation outweighed significant and unavoidable impacts to air quality, greenhouse gas emissions and traffic noise, as well as transportation impacts. The Project implements the Specific Plan and therefore contributes both to these significant unavoidable impacts and to the overriding benefits described in the Statement of Overriding Considerations for the Specific Plan.

A. Significant Unavoidable Impacts

With respect to the foregoing findings and in recognition of those facts that are included in the entire administrative record, the City has determined that the Project would result in significant unavoidable transportation impacts, as described in Section VI of these Findings.

The City hereby finds that, where possible, changes or alterations have been required in or incorporated into the Project that substantially lessen the significant environmental effects identified in the Infill EIR. The Project and the MMRP incorporate all feasible mitigation measures to reduce potential environmental impacts to the greatest extent

feasible. The City further finds that there are no additional feasible mitigation measures that could be imposed or adopted to eliminate the significant and unavoidable impacts listed above. These impacts could not be reduced to a less-than-significant level by feasible changes or mitigation measures. In particular:

- The City has made a reasonable and good faith effort to eliminate or substantially mitigate the potential impacts resulting from the Project, as described above.

- All feasible mitigation measures recommended in the Infill EIR have been incorporated into the Project and will be implemented through the MMRP.

B. Overriding Considerations

The City Council has carefully balanced the benefits of the Project against any adverse impacts identified in the Infill EIR that could not be feasibly mitigated to a level of insignificance. The City Council finds that each of the specific environmental, economic, fiscal, social, housing and other overriding considerations set forth below constitutes a separate and independent ground for a finding that the benefits of the Project outweigh its significant adverse environmental impacts and is an overriding consideration warranting approval of the Project. The City Council specifically adopts and makes this Statement of Overriding Considerations regarding the significant unavoidable impacts of the Project and the anticipated benefits of the Project.

In accordance with CEQA Guidelines Section 15093, the City has, in determining whether or not to approve the Project, balanced the economic, legal, social, technological, and other benefits, including region-wide or statewide environmental benefits of the Project against these unavoidable environmental risks, and has found that the benefits of the Project outweigh the unavoidable adverse environmental effects. The following statements specify the reasons why, in the City's judgment, the benefits of the Project outweigh its unavoidable environmental risks. The City also finds that any one of the following reasons for approval cited below is sufficient to justify approval of the Project. Thus, even if a court were to conclude that not every reason is supported by substantial evidence, the City will stand by its determination that each individual reason is sufficient to justify approval of the project.

Substantial evidence in the record demonstrates the City would derive the following substantial public benefits from adoption and implementation of the Project:

(1) Economic Benefits

- The Project would redevelop an underutilized site that currently contains vacant parcels with a sustainable, high-quality residential/office/retail/restaurant development.

(2) Social Benefits

- The Project would lead to the redevelopment of an underutilized site served by existing transportation and utility infrastructure.
- The Project would meet the City's land use planning goals and development strategies for the Specific Plan Area, and promote pedestrian and bicyclist connections by creating on-site and off-site pedestrian and bicycle amenities, and improving connections to off-site pedestrian, bicycle, and transit networks.
- The Project would improve the overall aesthetic and visual quality of the Specific Plan area.

(3) Transportation and Infrastructure Benefits

- The Project would complete the fourth leg of the signalized Middle Avenue intersection and upgrade the fourth leg of the signalized Cambridge Avenue intersection.
- The Project would add a southbound left-turn lane to the leg at the Middle Avenue intersection.
- The Project would make a financial contribution to the City of Menlo Park towards the design and construction of pedestrian/bicycle crossing improvements.

(4) Housing Benefits

- The Project would include the development of 215 dwelling units in an area that is rich in existing services and transportation options.
- The Project would add new below-market rate housing units to help meet the affordable housing needs identified in the City's Housing Element.

(5) Local Community Benefits

- The Project would include a publicly-accessible plaza at Middle Avenue as well as three small outdoor amenity areas along the El Camino Real frontage

(6) Region-wide or Statewide Environmental Benefits

- The Project would provide sustainable buildings constructed to meet LEED® Silver design standards.
- The Project would offer both residential and job opportunities in proximity to major transit stops.

XIII. MODIFICATIONS TO PROJECT

Subsequent to preparation of the Draft Infill EIR and prior to certification of the Final Infill EIR, the Project Sponsor updated a number of technical reports and provided a number of new technical reports. Provided below is a list of the updated and new technical reports:

- Hydrology Report and Calculations for 500 El Camino Real, Menlo Park, California, July 2017;
- Storm Water Management Plan for 500 El Camino Real, Menlo Park, California, July 2017;
- 500 El Camino Real Redevelopment Draft Transportation Demand Management Plan, July 14, 2017;
- 500 El Camino Real – Updated Shared Parking Analysis, July 14, 2017;
- Cultural Resources Assessment Report, Stanford Middle Plaza at 500 El Camino Real, Menlo Park, California, May 2017;
- Historic Resource Evaluation, 300, 350, 444, and 550 El Camino Real, Menlo Park, California, August 7, 2017;
- Revised Site Management Plan, Stanford Redevelopment Project, 300-550 El Camino Real, Menlo Park, California, May 25, 2017; and
- Arborist Report, 300-550 El Camino Real, Menlo Park, CA, May 19, 2017.

The updates make at most minor modifications to facts described in the Infill Environmental Checklist and the Draft Infill EIR; thus, recirculation of the Draft Infill EIR is not required. There are no changes in the Project or the circumstances under which the Project is being undertaken that necessitate revisions to the Final Infill EIR, nor has significant new information become available.

XIV. 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, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the [xx] day of [Month], [Year], 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
AIR QUALITY				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact AIR-1: Implementation of the Project would result in increased long-term emissions of criteria pollutants associated with construction activities that could contribute substantially to an air quality violation.				
Mitigation Measure AIR-1a : During construction of individual projects under the Specific Plan, project applicants shall require he construction contractor(s) to implement the following measures required as part of Bay Area Air Quality Management District's (BAAQMD) basic dust control procedures required for construction sites. For projects for which construction emissions exceed one or more of the applicable BAAQMD hresholds, additional measures shall be required as indicated in the list following the Basic Controls.		Measures shown on construction documents and ongoing during demolition, excavation and construction.	Project Sponsor and contractor(s)	PW/CDD
Basic Controls that Apply to All Construction Sites				
1. All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.	Exposed surfaces shall be watered twice daily.			
2. All haul trucks transporting soil, sand, or other loose material off-site shall be covered.	Trucks carrying demolition debris shall be covered.			
3. All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.	Dirt carried from construction areas shall be cleaned daily.			
4. All vehicle speeds on unpaved roads shall be limited to 15 mph.	Speed limit on unpaved roads shall be 15 mph.			
5. All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.	Roadways, driveways, sidewalks and building pads shall be laid as soon as possible after grading.			
6. Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.	Idling times shall be minimized to 5 minutes or less; Signage posted at all access points.			
7. All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.	Construction equipment shall be properly tuned and maintained.			
8. Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The BAAQMD's phone number shall also be visible to ensure compliance with applicable regulations.	Signage will be posted with the appropriate contact information regarding dust complaints.			
Additional Measures for Development Projects that Exceed Significance Criteria				
1. All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.	Water exposed surfaces to maintain minimum soil moisture of 12 percent.			
2. All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.	Halt excavation, grading and demoli ion when wind is over 20 mph.			
3. Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.	Install wind breaks on the windward side(s) of disturbed construction areas.			
4. Vegeta ive ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.	Vegetative ground cover shall be planted in disturbed areas as soon as possible.			
5. The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.	Ground-disturbing construction activities shall not occur simultaneously.			
6. All trucks and equipment, including their tires, shall be washed off prior to leaving he site.	Trucks and equipment shall be washed before exiting the site.			
7. Site accesses to a distance of 100 feet from the paved road shall be treated with a 6- to 12-inch compacted layer of wood chips, mulch, or gravel.	Cover site access roads.			
8. Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.	Erosion control measures shall be used.			
9. Minimizing the idling time of diesel powered construction equipment to two minutes.	Idling time of diesel powered equipment will not exceed two minutes.			

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
10. The project shall develop a plan demonstrating that the off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent nitrogen oxides reduction and 45 percent particulate matter reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available. 11. Use low volatile organic compound (VOC) (i.e., reactive organic gases) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings). 12. Requiring that all construction equipment, diesel trucks, and generators be equipped with Best Available Control Technology for emission reductions of nitrogen oxides and particulate matter. 13. Requiring all contractors use equipment that meets the California Air Resources Board's most recent cer ification standard for off-road heavy duty diesel engines.	Plan developed that demonstrates emissions from use of off-road equipment during construction will be reduced as specified. Low VOC coatings shall be used. Require Best Available Control Technology for all construction equipment, diesel trucks, and generators. Equipment shall meet standards for off-road heavy duty diesel engines.			
Mitigation Measure AIR-1b: Each applicant for development projects to be implemented under the Specific Plan for projects that exceed the BAAQMD screening criteria shall develop an Exhaust Emissions Control Plan outlining how construction exhaust emissions will be controlled during construction activities. These plans shall be submitted to the City for review and approval and shall be distributed to all employees and construction contractors prior to commencement of construction activities. The plan shall describe all feasible control measures that will be implemented during construction activities. Feasible control measures may include, but not be limited to, those identified in Mitigation Measure AIR-1a.	Require an Exhaust Emissions Control Plan of each applicant with projects that exceed BAAQMD screening criteria.	Plan approved by City prior to building permit issuance; Measures shown on plans, construction documents and specification and ongoing during construction.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact AIR-2: Implementation of the Specific Plan would result in increased long-term emissions of criteria pollutants from increased vehicle traffic and on-site area sources that would contribute substantially to an air quality violation.				
Mitigation Measure TR-2 : see below.	Update the submitted Transportation Demand Management program.	Submit draft TDM program consistent with Infill EIR with First Structure Above Podium (FSAP) building permit. City approval required before occupancy of the first building. Implementation throughout project occupancy.	Project Sponsor	PW/CDD
IMPACT BEING ADDRESSED: Impact AIR-5: Implementation of the Project would locate sensitive receptors in an area of elevated concentrations of toxic air contaminants associated with roadway traffic which may lead to considerable adverse health effects.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure AIR-5: The Mitigation Monitoring and Reporting Program shall require that all developments that include sensitive receptors such as residential units that would be located within 200 feet of the edge of El Camino Real or wi hin 100 feet of the edge of Ravenswood Avenue, Oak Grove Avenue east of El Camino Real, or Santa Cruz Avenue west of University Avenue shall undergo, prior to project approval, a screening-level health risk analysis to determine if cancer risk, hazard index, and/or PM2.5 concentration would exceed BAAQMD thresholds. If one or more hresholds would be exceeded at the site of the subsequent project, the project (or portion of the project containing sensi ive receptors, in the case of a mixed-use project) shall be equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of 14 or higher. The ventila ion system shall be designed by an engineer cer ified by the American Society of Heating, Refrigeration and Air-Conditioning Engineers, who shall provide a written report documenting that the system reduces interior health risks to less than 10 in one million, or less than any other threshold of significance adopted by BAAQMD or the City for health risks. The project sponsor shall present a plan to ensure ongoing maintenance of ventilation and filtration systems and shall ensure the disclosure to buyers and/or renters regarding the findings of the analysis and inform occupants as to proper use of any installed air filtra ion. Alterna ively, if the project applicant can prove at the time of development hat health risks at new residences due to DPM (and other TACs, if applicable) would be less than 10 in one million, or less han any o her threshold of significance adopted by BAAQMD for heal h risks, or that alternative mitigation measures reduce health risks below any other City-adopted threshold of significance, such filtration shall not be required.	A screening-level health risk analysis shall be prepared. If one or more thresholds are exceeded, a filtra ion system shall be installed; Certified engineer to provide report documenting that system reduces health risks Plan developed for ongoing maintenance and disclosure to buyers and/renters.	Simultaneous with a building permit submittal for residential building.	Project Sponsor	CDD
IMPACT BEING ADDRESSED: Impact AIR-7: Implementation of the Project would expose sensitive receptors to elevated concentrations of Toxic Air Contaminants (TACs) associated with Caltrain operations which may lead to considerable adverse health effects.				
Mitigation Measure AIR-7: The Mitigation Monitoring and Reporting Program shall require hat all developments that include sensitive receptors such as residential units that would be located within approximately 1,095 feet of the edge of the Caltrain right-of-way shall undergo, prior to project approval, a screening-level health risk analysis to determine if cancer risk, hazard index, and/or PM2.5 concentration would exceed BAAQMD thresholds. If one or more thresholds would be exceeded at the site of he subsequent project, the project (or portion of the project containing sensitive receptors, in the case of a mixed-use project) shall be equipped with filtration systems with a Minimum Efficiency Reporting Value (MERV) rating of 14 or higher. The ventilation system shall be designed by an engineer certified by the American Society of Heating, Refrigeration and Air-Conditioning Engineers, who shall provide a written report documenting that he system reduces interior health risks to less than 10 in one million, or less than any other threshold of significance adopted by BAAQMD or the City for heal h risks. The project sponsor shall present a plan to ensure ongoing maintenance of ventilation and filtration systems and shall ensure the disclosure to buyers and/or renters regarding the findings of the analysis and inform occupants as to proper use of any installed air filtra ion. Alterna ively, if the project applicant can prove at the time of development that health risks at new residences due to DPM (and other TACs, if applicable) would be less than 10 in one million, or less than any other threshold of significance adopted by BAAQMD for health risks, or that alternative mitigation measures reduce health risks below any other City-adopted threshold of significance, such filtration shall not be required.	A health risk analysis shall be prepared. If one or more thresholds are exceeded, a filtra ion system shall be installed; Certified engineer to provide report documenting that system reduces health risks Plan developed for ongoing maintenance and disclosure to buyers and/renters.	Simultaneous with a building permit submittal for residential building.	Project Sponsor	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
BIOLOGICAL RESOURCES				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact BIO-1: The Project could result in the take of special-status birds or their nests				
Mitigation Measure BIO-1a: Pre-Construction Special-Status Avian Surveys. No more than two weeks in advance of any tree or shrub pruning, removal, or ground-disturbing activity that will commence during the breeding season (February 1 through August 31), a qualified wildlife biologist will conduct pre-construction surveys of all potential special-status bird nesting habitat in the vicinity of the planned activity. Pre-construction surveys are not required for construction activities scheduled to occur during the non-breeding season (August 31 through January 31). Construction activities commencing during the non-breeding season and continuing into the breeding season do not require surveys (as it is assumed that any breeding birds taking up nests would be acclimated to project-related activities already under way). Nests initiated during construction activities would be presumed to be unaffected by the activity, and a buffer zone around such nests would not be necessary. However, a nest initiated during construction cannot be moved or altered. ***If pre-construction surveys indicate that no nests of special-status birds are present or that nests are inactive or potential habitat is unoccupied:*** no further mitigation is required. ***If active nests of special-status birds are found during the surveys:*** implement Mitiga ion Measure BIO-1b.	A nesting bird survey shall be prepared if tree or shrub pruning, removal or ground-disturbing activity will commence between February 1 hrough August 31.	Prior to tree or shrub pruning or removal, any ground disturbing activity and/or issuance of demolition, grading or building permits.	Qualified wildlife biologist retained by Project Sponsor	CDD
Mitigation Measure BIO-1b: Avoidance of active nests. If active nests of special-status birds or other birds are found during surveys, the results of the surveys would be discussed with the California Department of Fish and Wildlife and avoidance procedures will be adopted, if necessary, on a case-by- case basis. In the event that a special-status bird or protected nest is found, construction would be stopped un il either the bird leaves the area or avoidance measures are adopted. Avoidance measures can include construction buffer areas (up to several hundred feet in the case of raptors), relocation of birds, or seasonal avoidance. If buffers are created, a no disturbance zone will be created around active nests during he breeding season or until a qualified biologist determines that all young have fledged. The size of the buffer zones and types of construction ac ivities restricted will take into account factors such as the following: 1. Noise and human disturbance levels at the Plan area and the nesting site at the time of the survey and the noise and disturbance expected during he construction activity; 2. Distance and amount of vegeta ion or other screening between the Plan area and the nest; and 3. Sensitivity of individual nesting species and behaviors of the nes ing birds.	If active nests are found during survey, the results will be discussed with the California Department of Fish and Wildlife and avoidance procedures adopted. Halt construction if a special-status bird or protected nest is found until the bird leaves the area or avoidance measures are adopted.	Prior to tree or shrub pruning or removal, any ground-disturbing activities and/or issuance of demolition, grading or building permits.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact BIO-3: Impacts to migratory or breeding special-status birds another special-status species due to lighting conditions.				
Mitigation Measure BIO-3a: Reduce building lighting from exterior sources. a) Minimize amount and visual impact of perimeter lighting and façade up-lighting and avoid up-lighting of rooftop antennae and other tall equipment, as well as of any decorative features; b) Installing motion-sensor lighting; c) Utilize minimum wattage fixtures to achieve required lighting levels; d) Comply with federal aviation safety regulations for large buildings by installing minimum intensity white strobe lighting with a three-second flash interval instead of continuous flood lighting, rotating lights, or red lighting; e) Use cutoff shields on stree light and external lights to prevent upwards ligh ing.	Reduce building lighting from exterior sources.	Prior to building permit issuance and ongoing.	Project sponsor(s) and contractor(s)	CDD
Mitigation Measure BIO-3b: Reduce building lighting from interior sources. a) Dim lights in lobbies, perimeter circulation areas, and atria; b) Turn off all unnecessary lighting by 11pm thorough sunrise, especially during peak migration periods (mid-March to early June and late August through late October); c) Use gradual or staggered switching to progressively turn on building lights at sunrise. d) Utilize automatic controls (motion sensors, photo-sensors, etc.) to shut off lights in the evening when no one is present; e) Encourage the use of localized task lighting to reduce the need for more extensive overhead lighting; f) Schedule nightly maintenance to conclude by 11 p.m.; g) Educate building users about the dangers of night lighting to birds.	Reduce building lighting from interior sources.	Prior to building permit issuance and ongoing.	Project sponsor(s) and contractor(s)	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
IMPACT BEING ADDRESSED: Impact BIO-5: The Project could result in the take of special-status bat species.				
Mitigation Measure BIO-5a: Preconstruction surveys. Potential direct and indirect disturbances to special-status bats will be identified by locating colonies and instituting protective measures prior to construction of any subsequent development project. No more than two weeks in advance of tree removal or structural alterations to buildings with closed areas such as attics, a qualified bat biologist (e.g., a biologist holding a California Department of Fish and Game collection permit and a Memorandum of Understanding with the California Department of Fish and Game allowing the biologist to handle and collect bats) shall conduct pre-construction surveys for potential bats in the vicinity of the planned activity. A qualified biologist will survey buildings and trees (over 12 inches in diameter at 4.5-foot height) scheduled for demolition to assess whether these structures are occupied by bats. No activities that would result in disturbance to active roosts will proceed prior to the completed surveys. If bats are discovered during construction, any and all construction activities that threaten individuals, roosts, or hibernacula will be stopped until surveys can be completed by a qualified bat biologist and proper mitiga ion measures implemented. ***If no active roosts present:*** no further action is warranted. ***If roosts or hibernacula are present:*** implement Mitigation Measures BIO-5b and 5c.	Retain a qualified bat biologist to conduct pre-construction survey for bats and poten ial roosting sites in vicinity of planned activity. Halt construction if bats are discovered during construction un il surveys can be completed and proper mitigation measures implemented.	Prior to tree pruning or removal or issuance of demolition, grading or building permits.	Qualified bat biologist retained by project sponsor(s)	CDD
Mitigation Measure BIO-5b: Avoidance. If any active nursery or maternity roosts or hibernacula of special-status bats are located, the subsequent development project may be redesigned to avoid impacts. Demolition of that tree or structure will commence after young are flying (i.e., after July 31, confirmed by a qualified bat biologist) or before maternity colonies forms the following year (i.e., prior to March 1). For hibernacula, any subsequent development project shall only commence after bats have left the hibernacula. No-disturbance buffer zones acceptable to the California Department of Fish and Game will be observed during he maternity roost season (March 1 through July 31) and during the winter for hibernacula (October 15 through February 15). Also, a no-disturbance buffer acceptable in size to the California Department of Fish and Game will be created around any roosts in the Project vicinity (roosts that will not be destroyed by the Project but are within the Plan area) during the breeding season (April 15 through August 15), and around hibernacula during winter (October 15 through February 15). Bat roosts initiated during construc ion are presumed to be unaffected, and no buffer is necessary. However, the "take" of individuals is prohibited.	If any active nursery or maternity roosts or hibernacula are located, no disturbance buffer zones shall be established during the maternity roost and breeding seasons and hibernacula.	Prior to tree removal or pruning or issuance of demolition, grading or building permits	Qualified bat biologist retained by project sponsor(s)	CDD
Mitigation Measure BIO-5c: Safely evict non-breeding roosts. Non-breeding roosts of special-status bats shall be evicted under the direction of a qualified bat biologist. This will be done by opening the roosting area to allow airflow through the cavity. Demolition will then follow no sooner or later than the following day. There should not be less than one night between initial disturbance with airflow and demolition. This action should allow bats to leave during dark hours, thus increasing their chance of finding new roosts with a minimum of potential predation during daylight. Trees with roosts that need to be removed should first be disturbed at dusk, just prior to removal that same evening, to allow bats to escape during the darker hours. However, the "take" of individuals is prohibited.	A qualified bat biologist shall direct the eviction of non-breeding roosts.	Prior to tree removal or pruning or issuance of demolition, grading or building permits.	Qualified bat biologist retained by Project Sponsor	CDD
CULTURAL RESOURCES				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact CUL-1: The Project could have a significant impact on historic architectural resources.				
Mitigation Measure CUL-1: Site Specific Evaluations and Treatment in Accordance with the Secretary of the Interior's Standards: Site-Specific Evaluations: In order to adequately address he level of potential impacts for an individual project and thereby design appropriate mitigation measures, the City shall require project sponsors to complete site-specific evaluations at the time that individual projects are proposed at or adjacent to buildings that are at least 50 years old.	This mitigation measure was completed by the project sponsor. The evaluation determined that none of the buildings at the project site would qualify as a historic resource.	Completed	Completed	Completed

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Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
The project sponsor shall be required to complete a site-specific historic resources study performed by a qualified architectural historian meeting the Secretary of the Interior's Standards for Architecture or Architectural History. At a minimum, the evaluation shall consist of a records search, an intensive-level pedestrian field survey, an evaluation of significance using standard National Register Historic Preservation and California Register Historic Preservation evaluation criteria, and recordation of all identified historic buildings and structures on California Department of Parks and Recreation 523 Site Record forms. The evaluation shall describe the historic context and setting, methods used in the investigation, results of the evaluation, and recommendations for management of identified resources. If federal or state funds are involved, certain agencies, such as the Federal Highway Administration and California Department of Transportation (Caltrans), have specific requirements for inventory areas and documentation format. Treatment in Accordance with he Secretary of the Interior's Standards. Any future proposed project in the Plan Area that would affect previously recorded historic resources, or those identified as a result of site-specific surveys and evaluations, shall conform to the *Secretary of the Interior's Standards for the Treatment of Historic Properties and Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings* (1995). The Standards require he preservation of character defining features which convey a building's historical significance, and offers guidance about appropriate and compatible alterations to such structures.				
IMPACT BEING ADDRESSED: Impact CUL-2: The Project could impact currently unknown archaeological resources.				
Mitigation Measure CUL-2a: When specific projects are proposed that involve ground disturbing activity, a site-specific cultural resources study shall be performed by a qualified archaeologist or equivalent cultural resources professional that will include an updated records search, pedestrian survey of the project area, development of a historic context, sensitivity assessment for buried prehistoric and historic-period deposits, and preparation of a technical report that meets federal and state requirements. If historic or unique resources are identified and cannot be avoided, treatment plans will be developed in consultation with the City and Native American representatives to mitigate potential impacts to less than significant based on either the Secretary of the Interior's Standards described in Mitigation Measure CUL-1 (if the site is historic) or the provisions of Public Resources Code Section 21083.2 (if a unique archaeological site).	A site-specific cultural resources study was performed by a qualified archaeologist. It was determined that an archaeological monitor be present during ground disturbance within 500 feet of the creek. If a unique resource is iden ified by the monitor, the project sponsor will develop a treatment plan in accordance with the mitigation measure.	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
Mitigation Measure CUL-2b: Should any archaeological artifacts be found during construction, all construction activities within 50 feet shall immediately halt and the City must be notified. A qualified archaeologist shall inspect the findings within 24 hours of the discovery. If the resource is determined to be a historical resource or unique resource, the archaeologist shall prepare a plan to identify, record, report, evaluate, and recover the resources as necessary, which shall be implemented by the developer. Construction within the area of the find shall not recommence until impacts on the historical or unique archaeological resource are mitigated as described in Mitigation Measure CUL-2a above. Additionally, Public Resources Code Se+B66c ion 5097.993 stipulates hat a project sponsor must inform project personnel that collection of any Native American artifact is prohibited by law.	If any archaeological artifacts are discovered during demolition/construction, all ground disturbing activity within 50 feet shall be halted immediately, and the City of Menlo Park Community Development Department shall be notified within 24 hours. A qualified archaeologist shall inspect any archaeological artifacts found during construction and if determined to be a resource shall prepare a plan mee ing the specified standards which shall be implemented by the project sponsor(s).	Ongoing during construction.	Qualified archaeologist retained by the Project Sponsor.	CDD
IMPACT BEING ADDRESSED: Impact CUL-3: The Project may adversely affect unidentifiable paleontological resources.				

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Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure CUL-3: Prior to he start of any subsurface excavations that would extend beyond previously disturbed soils, all construction forepersons and field supervisors shall receive training by a qualified professional paleontologist, as defined by the Society of Vertebrate Paleontology (SVP), who is experienced in teaching non-specialists, to ensure hey can recognize fossil materials and will follow proper notification procedures in the event any are uncovered during construction. Procedures to be conveyed to workers include halting construction within 50 feet of any potential fossil find and notifying a qualified paleontologist, who will evaluate its significance. Training on paleontological resources will also be provided to all o her construc ion workers, but may involve using a videotape of the initial training and/or written materials rather than in-person training by a paleontologist. If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards. (SVP, 1996)	A qualified paleontologist shall conduct training for all construction personnel and field supervisors. If a fossil is determined to be significant and avoidance is not feasible, the paleontologist will develop and implement an excavation and salvage plan in accordance with SVP standards.	Prior to issuance of grading or building permits that include subsurface excavations and ongoing through subsurface excavation.	Qualified archaeologist retained by the Project Sponsor.	CDD
IMPACT BEING ADDRESSED: Impact CUL-4: Implementation Project may cause disturbance of human remains including those interred outside of formal cemeteries.				
Mitigation Measure CUL-4: If human remains are discovered during construction, CEQA Guidelines 15064.5(e)(1) shall be followed, which is as follows: * In the event of the accidental discovery or recogni ion of any human remains in any location other than a dedicated cemetery, the following steps should be taken: 1) There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until: a) The San Mateo County coroner must be contacted to determine that no investigation of the cause of death is required; and b) If the coroner determines the remains to be Native American: 1. The coroner shall contact the Native American Heritage Commission within 24 hours; 2. The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from he deceased Native American; 3. The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; or 2) Where the following condi ions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to fur her subsurface disturbance. a) The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 48 hours after being notified by the Commission. b) The descendant identified fails to make a recommendation; or c) The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.	If human remains are discovered during any construction activi ies, all ground-disturbing activity within the site or any nearby area shall be halted immediately, and the County coroner must be contacted immediately and other specified procedures must be followed as applicable.	On-going during construction	Qualified archeologist retained by the Project Sponsor.	CDD

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Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
GREENHOUSE GASES AND CLIMATE CHANGE				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact GHG-1: The Project would generate GHG emissions, both directly and indirectly, that would have a significant impact on the environment.				
Mitigation Measure GHG-1: Implement feasible BAAQMD-identified GHG Mitigation Measures and Proposed City CALGreen Amendments. BAAQMD has identified a menu of over 100 available mitigation measures for the purposes of addressing significant air quality impacts, including GHG impacts that arise from implementation of plans including Specific Plans. Many of the GHG reduction measures are already part of the proposed Specific Plan and discussed in the Project Description. Several BAAQMD identified mitigation measures are not applicable to a Specific Plan as they are correlated to specific elements of a general plan. As an example, Table 4.6-5 presents the mitigation measures contained in the BAAQMD CEQA Guidelines related to Land Use elements and either correlates each to a specific element of the project, explains why it is inapplicable to the proposed project or identifies it as a mi igation measure to be implemented by the proposed project. This method was used in consideration of all BAAQMD identified GHG mitigation measures for plans to develop the following list of available mitigation measures (with BAAQMD-identified category) for the proposed Specific Plan: 1. Facilitate lot consolidation that promotes integrated development with improved pedestrian and vehicular access (Land Use Element: Compact Development). The Specific Plan's increased intensities encourage lot consolidation for developers wishing to maximize efficiencies and new standards and guidelines will result in improved pedestrian (Section E.5) and vehicular (Section E.3.7) access. 2. Ensure that new development finances the full cost of expanding public infrastructure and services to provide an economic incentive for incremental expansion (Land Use Element: Compact Development). Specific Plan Section E.3.1 describes a process for public benefit negotiation to obtain additional financing for public infrastructure beyond required payments for impact fees such as park dedication and Transportation Fees. 3. Ensure new construction complies with California Green Building Code Standards and local green building ordinances (Land Use Element: Sustainable Development). The City currently requires compliance with both California Green Building Code Standards and locally-adopted amendments citywide. Standard E.3.8.01 states that all citywide sustainability codes or requirements shall apply to the Plan area, unless the Plan area is explicitly exempted, which it is not. 4. Provide permitting incentives for energy efficient and solar building projects (Land Use Element: Sustainable Development). Section E.3.8 of the Specific Plan provides specific standards and guidelines for sustainable practices. Section E.3.1 would allow for the consideration of public benefit bonus intensity or height if a project were to exceed he standards stated Section E.3.8. 5. Support the use of electric vehicles; where appropriate. Provide electric recharging facilities (Circulation Element: Local Circulation; see also Mitiga ion Measure GHG-2 below). Mitigation Measure GHG-2a (below) has been incorporated into the Specific Plan. 6. Allow developers to reach agreements with auto-oriented shopping center owners to use commercial parking lots as park-and-ride lots and multi-modal transfer sites (Circulation Element: Regional Circulation). The intent of the Specific Plan is to preserve and enhance community life, character and vitality through public space improvements, mixed use infill projects sensitive to the small town character of Menlo Park and improved connectivity. Auto oriented shopping centers are not envisioned in the Plan area. 7. Eliminate [or reduce] parking requirements for new development in the Specific Plan area (Circulation Element: Parking). The Final Specific Plan has been modified to provide for lower parking rates in the station area and station area sphere of influence. ? Encourage developers to agree to parking sharing between different land uses (Circulation Element: Parking). This is permitted by existing City policies and reinforced in the Specific Plan through allowed shared parking reductions (Section F.8). 8. Require developers to provide preferen ial parking for low emissions and carpool vehicles (Circulation Element: Parking). These are included as strategies that may be included in a Transportation Demand Management (TDM) program (Section F.10).	For project-specific actions: Implement feasible BAAQMD-identified GHG Mitigation Measures. Measures relating to City policies have been incorporated into Specific Plan or otherwise adopted by City. Measures applicable and incorporated into the Project are: 1, 2, 3, 5, 7, 8, 9 and 11.	Simultaneous with project application submittal and/or on-going during construction	Project Sponsor	PW/CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
9. Minimize impervious surfaces in new development and reuse project in he Specific Plan area (Conservation Element: Water Conservation). Section 4.8, Hydrology and Water Quality, of this EIR includes a discussion of existing grading, drainage and hydrology requirements and Specific Plan guidelines to limit impervious surfaces in the Plan area. 10. Require fireplaces installed in residen ial development to be energy efficient in lieu of open hearth. Prohibit the installation of wood burning devices (Conserva ion Element: Energy Conservation). The City of Menlo Park Municipal Code includes Section 12.52, Wood Burning Appliances, to control the use of wood burning devises. 11. Sealing of HVAC ducts. This is a project level BAAQMD measure that requires the developer to obtain third party HVAC commissioning to ensure proper sealing of ducts and optimal heating and cooling efficiencies. BAAQMD estimated that this measure reduces air conditioning electrical demand by 30 percent. The California Energy commission estimates that air conditioning electrical demand represents approximately 20 percent of total demand for a single family residence and this measure would reduce electrical-related GHG emissions by approximately 100 metric tons/year of CO2e. The City currently requires testing of heating and cooling ducts for all newly constructed buildings.				
Mitigation Measure GHG-2a: All residen ial and/or mixed use developments of sufficient size to require LEED cer ification under the Specific Plan shall install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces provided. Per the Climate Action Plan the complying applicant could receive incentives, such as streamlined permit processing, fee discounts, or design templates.	Install one dedicated electric vehicle/plug-in hybrid electric vehicle recharging station for every 20 residential parking spaces	To be shown on building permit application for underground garage.	Project Sponsor	CDD
HAZARDOUS MATERIALS				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact HAZ-1: : Disturbance and release of contaminated soil during demolition and construction phases of the project, or transportation of excavated material, or contaminated groundwater could expose construction workers, the public, or the environment to adverse conditions related to hazardous materials handling.				
Mitigation Measure HAZ-1: Prior to issuance of any building permit for sites where ground breaking activities would occur, all proposed development sites shall have a Phase I site assessment performed by a qualified environmental consulting firm in accordance with the industry required standard known as ASTM E 1527-05. The City may waive the requirement for a Phase I site assessment for sites under current and recent regulatory oversight with respect to hazardous materials contamination. If the Phase I assessment shows the potential for hazardous releases, then Phase II site assessments or other appropriate analyses shall be conducted to determine the extent of he contamination and the process for remediation. All proposed development in the Plan area where previous hazardous materials releases have occurred shall require remediation and cleanup to levels established by the overseeing regulatory agency (San Mateo County Environmental Health (SMCEH), Regional Water Quality Control Board (RWQCB) or Department of Toxic Substances Control (DTSC) appropriate for the proposed new use of the site. All proposed groundbreaking activities within areas of identified or suspected contamination shall be conducted according to a site specific health and safety plan, prepared by a licensed professional in accordance with Cal/OHSA regulations (contained in Title 8 of the California Code of Regulations) and approved by SMCEH prior to he commencement of groundbreaking.	The project sponsor has prepared a site management plan to direct the proper handling of poten ially contaminated soil during construction activities. Follow the recommendations in the site management plan.	Completed On-going during construction	Completed Project Sponsor and contractor(s)	Completed CDD
IMPACT BEING ADDRESSED: Impact HAZ-3: Hazardous materials used on any individual site during construction activities (i.e., fuels, lubricants, solvents) could be released to the environment through improper handling or storage.				
Mitigation Measure HAZ-3: All development and redevelopment shall require he use of construction Best Management Practices (BMPs) to control handling of hazardous materials during construction to minimize the potential negative effects from accidental release to groundwater and soils.	Implement best management practices to reduce he release of hazardous materials during construction.	On-going during construction	Project Sponsor and contractor(s)	CDD
NOISE				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact NOI-1: Construction activities associated with implementation of the Project would result in substantial temporary or periodic increases in ambient noise levels in the Specific Plan area above levels existing without the Project and in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.				
Mitigation Measure NOI-1a: Construction contractors for subsequent development projects wi hin the Specific Plan area shall u ilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically attenuating shields or shrouds, etc.) when within 400 feet of sensitive receptor locations. Prior to demolition, grading or building permit issuance, a construction noise control plan that identifies the best available noise control techniques to be implemented, shall be prepared by the construction contractor and submitted to the City for review and approval. The plan shall include, but not be limited to, the following noise control elements: * Impact tools (e.g., jack hammers, pavement breakers, and rock drills) used for construction shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used; this muffler shall achieve lower noise levels from the exhaust by approximately 10 dBA. External jackets on the tools themselves shall be used where feasible in order to achieve a reduction of 5 dBA. Quieter procedures shall be used, such as drills rather than impact equipment, whenever feasible; * Stationary noise sources shall be located as far from adjacent receptors as possible and they shall be muffled and enclosed within temporary sheds, incorporate insulation barriers, or other measures to he extent feasible; and	A construction noise control plan shall be prepared and submitted to the City for review. Implement noise control techniques to reduce ambient noise levels.	Prior to demolition, grading or building permit issuance Measures shown on plans, construction documents and specification and ongoing through construction	Project Sponsor and contractor(s)	CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
* When construction occurs near residents, affected parties within 400 feet of the construction area shall be notified of the construc ion schedule prior to demolition, grading or building permit issuance. Notices sent to residents shall include a project hotline where residents would be able to call and issue complaints. A Project Construction Complaint and Enforcement Manager shall be designated to receive complaints and no ify the appropriate City staff of such complaints. Signs shall be posted at the construction site that include permitted construction days and hours, a day and evening contact number for the job site, and day and evening contact numbers, both for the construction contractor and City representative(s), in the event of problems.				
Mitigation Measure NOI-1b: Noise Control Measures for Pile Driving: Should pile-driving be necessary for a subsequently proposed development project, the project sponsor would require that the project contractor predrill holes (if feasible based on soils) for piles to the maximum feasible depth to minimize noise and vibration from pile driving. Should pile-driving be necessary for the proposed project, the project sponsor would require that the construction contractor limit pile driving activity to result in the least disturbance to neighboring uses.	If pile-driving is necessary for project, predrill holes to minimize noise and vibration and limit activity to result in the least disturbance to neighboring uses.	Measures shown on plans, construction documents and specifications and ongoing during construc ion	Project Sponsor and contractor(s)	CDD
Mitigation Measure NOI-1c: The City shall condition approval of projects near receptors sensitive to construction noise, such as residences and schools, such that, in the event of a justified complaint regarding construction noise, the City would have the ability to require changes in the construc ion control noise plan to address complaints.	Condition projects such that if justified complaints from adjacent sensitive receptors are received, City may require changes in construction noise control plan.	Condition shown on plans, construction documents and specifications. When justified complaint received by City.	Project Sponsor and contractor(s) for revisions to construction noise control plan.	CDD
IMPACT BEING ADDRESSED: Impact NOI-3: The Project would introduce sensitive receptors to a noise environment with noise levels in excess of standards considered acceptable under the City of Menlo Park Municipal Code.				
Mitigation Measure NOI-3: Interior noise exposure within homes proposed for the Specific Plan area shall be assessed by a qualified acoustical engineer to determine if sound rated walls and windows would be required to meet the Title 24 interior noise level standard of 45 dBA, Ldn. The results of each study shall be submitted to the City showing conceptual window and wall assemblies wi h Sound Transmission Class (STC) ra ings necessary to achieve the noise reductions for he project to satisfy the interior noise criteria within the noise environment of the Plan area.	Interior noise exposure assessed by qualified acoustical engineer and results submitted to City showing conceptual window and wall assemblies necessary to meet City standards.	Simultaneous with submittal for a building permit for any residence.	Project Sponsor and contractor(s)	CDD
IMPACT BEING ADDRESSED: Impact NOI-4: The Project would expose sensitive receptors to substantial levels of groundborne vibration.				
Mitigation Measure NOI-4: Prior to project approval for development within 200 feet of the mainline track, a detailed vibration design study shall be completed by a qualified acous ical engineer to confirm the ground vibration levels and frequency content along the Caltrain tracks and to determine appropriate design to limit interior vibration levels to 75 VdB for residences and 78 VdB for other uses. If required, vibration isolation techniques could include supporting the new building foundations on elastomer pads similar to bridge bearing pads.	A qualified acoustical engineer to complete a vibration design study.	Simultaneous with submittal for a building permit for all structures except the underground parking garage.	Qualified acoustical engineer retained by the Project Sponsor	CDD
TRANSPORTATION, CIRCULATION AND PARKING				
Mitigation Measures from the Specific Plan Applicable to the Project				
IMPACT BEING ADDRESSED: Impact TR-1: Traffic from the Project would adversely affect operation of area intersections.				
Mitigation Measures TR-1a through TR-1d: (see El Camino Real/Downtown Specific Plan EIR for details)	Payment of TIF and Supplemental TIF.	Prior to building permit issuance.	Project Sponsor	PW/CDD
IMPACT BEING ADDRESSED: Impact TR-2: Traffic from the Project would adversely affect operation of local roadway segments.				
Mitigation Measure TR-2: New developments within the Specific Plan area, regardless of the amount of new traffic they would generate, are required to have in-place a City-approved Transportation Demand Management (TDM) program prior to project occupancy to mitigate impacts on roadway segments and intersections. TDM programs could include the following measures for site users (taken from the C/CAG CMP), as applicable: * Commute alternative information; * Bicycle storage facilities; * Showers and changing rooms; * Pedestrian and bicycle subsidies;	Update the submitted Transportation Demand Management program.	Submit draft TDM program consistent with Infill EIR with First Structure Above Podium (FSAP) building permit. City approval required before occupancy of the first building. Implementation	Project Sponsor	PW/CDD

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
* Operating dedicated shuttle service (or buying into a shuttle consortium); * Subsidizing transit tickets; * Preferential parking for carpoolers; * Provide child care services and convenience shopping within new developments; * Van pool programs; * Guaranteed ride home program for those who use alternative modes; * Parking cashout programs and discounts for persons who carpool, vanpool, bicycle or use public transit; * Imposing charges for parking rather than providing free parking; * Providing shut les for customers and visitors; and/or * Car share programs.		throughout project occupancy.		
IMPACT BEING ADDRESSED: Impact TR-8: Cumulative development, along with development in the Plan area would adversely affect operation of local roadway segments.				
Mitigation Measure TR-8: Implement TR-2 (TDM Program).	See above.	See above	Project Sponsor	PW/CDD
Mitigation Measures from Middle Plaza at 500 El Camino Real Project Infill EIR				
IMPACT BEING ADDRESSED: Impact TRA-1: Impacts on Intersections under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project would result in increased peak-hour delays at eight intersections. Potentially feasible mitigation is adopted for three of these intersections.				
Mitigation Measure TRA-1.1: Implement Intersection Improvements to Address Near-Term 2021 Plus Project Effects.	See below.	See below.	Project Sponsor	PW
a. Middlefield Road/Marsh Road (#1) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second westbound left-turn lane and corresponding southbound receiving lane. This mitigation measure would be consistent with Mitigation Measure TR-7e noted in the Specific Plan EIR. No additional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable operations at his intersec ion. This mitigation measure is specified in the Supplemental Transportation Impact Fee. Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way would be required. Fur hermore, this measure would require coordination with, and approval by, the Town of Atherton, which cannot be guaranteed. The Project is required to pay the Supplemental Transporta ion Impact Fee and to contribute a proportional share of 1.6 percent towards the improvements. The funds provided to the Supplemental Transportation Impact Fee would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 1.6 percent towards the improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW
b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. This mitigation measure would be consistent with Mitigation Measure TR-1b noted in the Specific Plan EIR. No addi ional mitigation measures beyond those identified in he Specific Plan EIR would be required to achieve acceptable operations at this intersection. This mitigation measure is specified in the Supplemental Transportation Impact Fee. Traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as summarized in Appendix 3-3H. The impact would be reduced to a less-than-significant level wi h implementation of this mitiga ion measure. However, his mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and modification of the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersec ion that restricts the Linden Avenue approach to a two-way, one-lane road. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed; therefore, the impact would be significant and unavoidable. The Project is required to pay the Supplemental Transporta ion Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transporta ion Impact Fee would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 3.2 percent towards the improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
c. Middlefield Road/Willow Road (#7) Impacts on this intersection were noted in the Specific Plan EIR and the City's TIF schedule. Acceptable opera ions could be achieved at Middlefield Road/Willow Road by widening the southbound Middlefield Road approach to add an exclusive through lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure is consistent wi h the improvement measure noted in the City's TIF program. This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the mul iple- hreat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with he California Manual on Uniform Traffic Control Devices (CA-MUTCD). Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way may still be required even though the design can be accommodated within the available space with narrowed lanes.	Pay traffic impact fees per the current TIF schedule.	Prior to he issuance of a building permit.	Project Sponsor	PW
Mitigation Measure TRA-1.2: Implement Transportation Demand Management (TDM) Program to Partially Reduce Near-Term 2021 Plus Project Effects. See Mitigation Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-2: Impacts on Roadway Segments under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions would result in increased ADT volumes on area roadway segments.				
Mitigation Measure TRA-2.1: Implement Roadway Segment Improvements to Address Near-Term 2021 Plus Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.	Implement roadway segments under near-term 2021 plus-Project conditions.	See below	See below	See below
a. Middle Avenue between University Drive and El Camino Real (#5) A mitigation measure to reduce the impact on this roadway segment would be to, at a minimum, implement a Class III bicycle facility (a bicycle route) on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. Alternatively, in the Specific Plan, a Class II bicycle facility (bicycle lanes) were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor will work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.	Reimburse City for construction of Class II or Class III bicycle lanes. OR Construct Class II or Class III bicycle route as described.	Invoice to be issued at completion, with invoice payable within 30 days. OR Prior to occupancy of first building.	Project Sponsor	PW
See Mitiga ion Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-3: Impacts on Routes of Regional Significance under Near-Term 2021 Plus Project Conditions. Increases in traffic associated with the Project under Near-Term 2021 Plus Project conditions could result in significant impacts on several Routes of Regional Significance.				
Mitigation Measure TRA-3.1: Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Near-Term 2021 Plus Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. See Mitigation Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-4: Impacts on Intersections under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions would result in increased peak-hour delays at 12 intersections. Potentially feasible mitigation is identified for four of these intersections.				
Mitigation Measure TRA-4.1: Implement Intersection Improvements to Reduce Cumulative 2040 Plus Project Effects.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
a. Middlefield Road/Marsh Road (#1) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Marsh Road with the addition of a second sou hbound and westbound left-turn lanes and corresponding receiving lanes. The additional southbound left-turn lane is not identified as part of the mitigation measure noted in the Specific Plan EIR. The second westbound left-turn lane is specified in both the Specific Plan EIR and in the Supplemental Transportation Impact Fee. Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way would be required. Fur hermore, this measure would require coordination with, and approval by, the Town of Atherton, which cannot be guaranteed. The Project is required to pay the Supplemental Transportation Impact Fee and contribute a proportional share. Since the impact is first identified in the near-term, the proportional share would be 1.6 percent of the improvements' cost iden ified under the near-term scenario. In addition, the proportional share toward the additional southbound left-turn lane, which wasn't identified in the Specific Plan EIR mitigation measure, would be 1.1 percent under the cumula ive scenario. The funds would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute proportional shared of 1.6 percent and 1.1 percent to the specified improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW
b. Middlefield Road/Glenwood Avenue-Linden Avenue (#3) (See TRA-1.1.b, which is copied below for reference) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Glenwood Avenue-Linden Avenue with signalization of the intersection. This measure would be consistent wi h the Mitigation Measure TR-1b noted in the Specific Plan EIR. No addi ional mitigation measures beyond those identified in the Specific Plan EIR would be required to achieve acceptable opera ions at this intersection. This mitigation measure is specified in the Supplemental Transportation Impact Fee. Traffic volumes at this intersection would satisfy peak-hour traffic signal warrant criteria, as summarized in Appendix 3-3H. The impact would be reduced to a less-than-significant level wi h implementation of this mitiga ion measure. However, his mitigation measure may require the acquisition of additional rights-of-way to install traffic signal equipment and modification of the Glenwood Gate, a physical gate at the east Linden Avenue leg of the intersec ion that restricts the Linden Avenue approach to a two-way, one-lane road. Additionally, because the measure would require approval from the Town of Atherton, its implementation cannot be guaranteed. The Project is required to pay the Supplemental Transporta ion Impact Fee and to contribute a proportional share of 3.2 percent towards the improvements. The funds provided to the Supplemental Transporta ion Impact Fee would be available to the Town of Atherton for a 5-year period.	Pay the Supplemental Transportation Impact Fee and contribute a proportional share of 3.2 percent towards the improvements.	Prior to he issuance of a building permit.	Project Sponsor	PW
c. Middlefield Road/Ravenswood Avenue (#5) Impacts on this intersection were noted in the Specific Plan EIR. Acceptable operations could be achieved at Middlefield Road/Ravenswood Avenue with the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure would require coordina ion with the Town of Atherton. Although this mitiga ion measure differs from Mitiga ion Measure TR-7g noted in the Specific Plan EIR, this measure is specified in the City's TIF program. The Project Sponsor would pay traffic impact fees per the TIF schedule. This measure has potential effects on bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the mul iple- hreat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal iming to provide adequate time for crossings. The modifications would also include warning signs and markings to comply wi h the CA-MUTCD. The Project is required to contribute a proportional share of 11.1 percent toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program. The impact would be reduced to a less-than-significant level with this measure. However, this measure would require coordination with and approval by the Town of Atherton, which cannot be guaranteed.	Pay the traffic impact fees per the current TIF schedule and proportional share of 11.1 percent towards the bicycle and pedestrian infrastructure enhancements.	Prior to issuance of a building permit.	Project Sponsor	PW

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
d. Middlefield Road/Willow Road (#7) Impacts on this intersection were noted in the Specific Plan EIR. Impacts would be partially mitigated at Middlefield Road/Willow Road with the following improvements: - Widening the eastbound Willow Road approach to provide an addi ional through lane. - Widening the westbound Willow Road approach to provide an additional left-turn lane and re-striping he existing shared through/left-turn lane to a through-only lane. - Widening the southbound Middlefield Road approach to include an exclusive hrough lane and re-striping the existing shared through/left-turn lane to a left-turn-only lane. This mitigation measure adds to the mitigation measure noted in the Specific Plan EIR as well as the City's TIF schedule. Although the improvements to the westbound and eastbound approaches are beyond the scope of the mitiga ion measures identified in the Specific Plan, hese improvements are specified in he City's TIF program. The Project Sponsor would be responsible for implementation of the measure and paying traffic impact fees per the current TIF schedule. Additional mitigation measures that would fully mitigate the impact at Middlefield Road/Willow Road are not feasible due to the need for additional right-of-way. No other mitigation measures were identified that would fully mitigate the impact. This measure would potentially affect bicyclists because it would require them to cross additional lanes of traffic to make a left turn or proceed through the intersection. This improvement would also affect pedestrians by increasing the crossing distance, exacerbating the mul iple- hreat scenario (where vehicles block sight lines between drivers in adjacent lanes and crossing pedestrians), and increasing their exposure time to vehicles. This improvement would therefore be required to include enhancements to bicycle and pedestrian infrastructure. These enhancements would include modifications to signal timing to provide adequate time for crossings as well as the installation of warning signs and markings to comply with he CA-MUTCD. Although the impact would be reduced to a less-than-significant level with implementa ion of this intersection improvement, acquisi ion of additional right-of-way may be required.	Pay traffic impact fees per the current TIF schedule.	Prior to he issuance of a building permit.	Project Sponsor	PW
Mitigation Measure TRA-4.2: Implement Transportation Demand Management Program to Par ially Reduce Cumulative 2040 Plus Project Effects. See Mi igation Measure TR-2 above.	See above.	See above.	See above.	See above.
IMPACT BEING ADDRESSED: Impact TRA-5: Impacts on Roadway Segments under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under the Cumulative 2040 Plus Project conditions would result in increased daily traffic volumes on area roadway segments, resulting in a potentially significant impact.				
Mitigation Measure TRA-5.1: Implement Roadway Segment Improvements to Address Cumulative 2040 Plus Project Effects. The mitigation measures below are recommended to reduce potentially significant impacts on study area roadway segments.	See below.	See below.	See below.	See below.
a. Middle Avenue between University Drive and El Camino Real (#5) A mitigation measure to reduce the impact on this roadway segment, at a minimum, would be to implement a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. This improvement was identified in the City's Bicycle Development Plan. In the Specific Plan, Class II bicycle facility, bike lanes, were identified for this segment to provide a connection to the future pedestrian and bicycle separated crossing at the intersection of El Camino Real/Middle Avenue. The Project Sponsor shall work with the City to implement either Class II or Class III bicycle facilities on this segment. This mitigation measure would only partially mitigate the impact.	See TRA-2.1a	See TRA-2.1a	See TRA-2.1a	See TRA-2.1a
b. Transportation Demand Management Impacts on roadway segments would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. The TDM program could reduce the number of vehicular trips by hree to 15 percent, but even at he maximum of 15 percent, although reduced, would still remain significant and unavoidable. See Mitiga ion Measure TR-2 above.	See TR-2	See TR-2	See TR-2	See TR-2
IMPACT BEING ADDRESSED: Impact TRA-6: Impacts on Routes of Regional Significance under Cumulative 2040 Plus Project Conditions. Increases in traffic associated with the Project under Cumulative 2040 Plus Project conditions could result in significant impacts on several Routes of Regional Significance.				

Middle Plaza at 500 El Camino Real Project Mitigation Monitoring and Reporting Program				
Mitigation Measure	**Action**	**Timing**	**Implementing Party**	**Monitoring Party**
Mitigation Measure TRA-6.1: Mitigation measures are identified to partially reduce impacts of the Project on Routes of Regional Significance under Cumulative 2040 Plus Project conditions. The Project includes a TDM program that could reduce its peak-hour and daily trip totals. Impacts on Routes of Regional Significance would be partially reduced by implementing the trip reduction measures proposed in the Project's TDM program, as required by the Specific Plan. See Mitigation Measure TR-2 above.	See TR-2	See TR-2	See TR-2	See TR-2
***IMPACT BEING ADDRESSED: Impact TRA-9*: Impacts on Ravenswood Avenue railroad crossings. The Project would result in added traffic to railroad crossings.**				
Mitigation Measure TRA-9.1: Contribute to design of the Ravenswood Avenue Grade Separation project to address Near-Term 2020 Plus Project and Cumulative 2040 Plus Project Effects. Grade separation of the railroad tracks and Ravenswood Avenue would eliminate any queuing on the railroad tracks and the gate downtime, which affects traffic patterns and creates delays when trains are approaching or waiting in the station. The City is curren ly in he process of reviewing three design alternatives as part of the Ravenswood Avenue Railroad Crossing Study. However, any grade separation is a large-scale, long-term project. It is not expected that it would be funded by one development but a proportional contribution to the design phase would be warranted. If the design phase is not initiated within five years, the City may use he funds for other railroad crossing improvements. Since the timing and funding of the grade separation project is not certain, his impact would remain significant and unavoidable. The Project Sponsor will be providing a financial contribution for the Middle Avenue grade separated crossing as part of a Development Agreement as described in TRA-4, which would provide an improved pedestrian and bicycle crossing and encourage alternative modes and potentially reduce vehicle demand at the Ravenswood Avenue railroad grade crossing.	Provide a financial contribution to design of the Ravenswood Avenue Grade Separation project.	Prior to he issuance of a building permit.	Project Sponsor	PW

DRAFT – August 28, 2017

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR ARCHITECTURAL CONTROL FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL

WHEREAS, the City of Menlo Park ("City") has received an application from Stanford University ("Applicant"), to demolish the existing buildings on-site and redevelop the property located at 300-550 El Camino Real ("Project Site"), with the subsequent construction of one mixed-use retail and office building, two office buildings, three residential buildings, with a total floor area of approximately 429,739 square feet, and underground parking garages and surface parking with approximately 930 parking spaces;

WHEREAS, the findings and conditions for Architectural Control would ensure that all City requirements are applied consistently and correctly as part of the project's implementation;

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

WHEREAS, an environmental impact report was prepared for the project and certified by the City Council on ___ , 2017, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on November ____, 2017 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 28, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for Architectural Control; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on ___, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the findings and conditions for Architectural Control.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the findings and conditions for Architectural Control attached hereto as Exhibit A and incorporated herein by this reference.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

LOCATION: 300-550 El Camino Real	**PROJECT NUMBER:** PLN2012-xxxxx	**APPLICANT/OWNER:** Stanford University

REQUEST: Request for Architectural Control for a mixed-use development consisting of office, retail, and residential uses on an 8.4-acre site, with a total of approximately 10,286 square feet of retail/restaurant, 142,840 square feet of non-medical office, and 215 residential units. The project includes a Lot Merger to modify existing lot lines for the construction of new structures. The project also includes a Below Market Rate (BMR) Housing Agreement, and Heritage Tree Removal Permits to remove 19 heritage trees and transplant 1 heritage tree. A Development Agreement would allow the project sponsor to secure vested rights, and the City to secure public benefits, including up to $5 million towards a grade separated pedestrian/bicycle crossing of the Caltrain tracks, additional affordable housing units, and a publicly accessible plaza. A Final Environmental Impact Report (EIR) analyzes potential environmental impacts of the proposed project, along with an associated Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program.

DECISION ENTITY: Planning Commission	**DATE:** August 28, 2017	**ACTION:** TBD (Recommendation to City Council)

VOTE: TBD (Barnes, Combs, Goodhue, Kahle, Onken, Riggs, Strehl)

ACTION:

1. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:
    a. The general appearance of the structures is in keeping with the character of the neighborhood. The office buildings represent interpretations of Mission Revival architecture and the residential buildings feature Craftsman style architecture. The structures would meet relevant massing and modulation standards of the El Camino Real/Downtown Specific Plan, which would provide variety and visual interest, as well as avoid long or monotonous facades. The materials and finishes would be high quality in nature and would reinforce the neighborhood compatibility.
    b. The development will not be detrimental to the harmonious and orderly growth of the City. The project would meet all relevant development standards of the El Camino Real/Downtown Specific Plan. Project land uses would represent a balanced project.
    c. The development will not impair the desirability of investment or occupation in the neighborhood. The construction and ongoing occupation of the site would proceed in accordance with all applicable City requirements and procedures, as verified in these conditions of approval. Project residents and commercial occupants would increase the customer base for existing and new restaurants, shops, and services in and around downtown.
    d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking. Specifically, the project would provide approximately 930 parking spaces, in compliance with the parking requirements of the El Camino Real/Downtown Specific Plan and a shared parking study that has been approved by the Transportation Division.

e. The development is consistent with the El Camino Real/Downtown Specific Plan, as verified in detail in the Standards and Guidelines Compliance Worksheet that is attached to the August 28th Planning Commission staff report.

2. Approve the architectural control subject to the following ***standard*** conditions:

a. Development of the project shall be substantially in conformance with the plans prepared by DES Architects + Engineers, Dahlin Group, Sandis and The Guzzardo Partnership Inc, consisting 206 sheets, dated August 22, 2017 reviewed and recommended for approval by the Planning Commission on August 28, 2017 and approved by the City Council on TBD, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.

b. Minor modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be approved by the Community Development Director or designee, based on the determination that the proposed modification is consistent with other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site. The Director may refer any request for revisions to the plans to the Planning Commission for architectural control approval. A public meeting could be called regarding such changes if deemed necessary by the Planning Commission.

c. Major modifications to building exteriors and locations, fence styles and locations, signage, and significant landscape features may be allowed subject to obtaining an architectural control permit from the Planning Commission, based on the determination that the proposed modification is compatible with the other building and design elements of the approved Architectural Control and will not have an adverse impact on the character and aesthetics of the site.

d. Major revisions to the development plan which involve material changes, or expansion or intensification of development require public meetings by the Planning Commission and City Council.

e. Prior to issuance of any project-related building permit, the Applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the permit being sought.

f. All public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division prior to final inspection of the final building permit to allow occupancy.

g. Prior to commencing any work within the right-of-way or public easements, the Applicant shall obtain an encroachment permit from the appropriate reviewing jurisdiction.

h. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall comply with all Sanitary District,

California Water Company, Menlo Park Fire Protection District, and utility companies' regulations that are directly applicable to the project.

i. Prior to issuance of the building permit for the first structure above podium (FSAP), the Applicant shall submit all necessary improvement plans and documents required by Caltrans for work associated with projects under Caltrans' jurisdiction. The plans shall be subject to review and approval of the Public Works Department prior to submittal to Caltrans.

j. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans to remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for the review and approval of the Engineering Division.

k. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing construction.

l. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage plan shall be finalized and approved by the Engineering Division prior to issuance of the building permit for the FSAP. Post-construction runoff into the storm drain shall not exceed pre-construction runoff levels. A Hydrology Report will be required to the satisfaction of the Engineering Division. Slopes for the first 10 feet perpendicular to the structure must be 5% minimum for pervious surfaces and 2% minimum for impervious surfaces, including roadways and parking areas, as required by CBC §1804.3. Discharges from the garage ramp and underground parking areas are not allowed into the storm drain system. Discharge must be treated with an oil/water separator and must connect to the sanitary sewer system. This will require a permit from West Bay Sanitary District.

m. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit engineered Off-Site Improvement Plans (including specifications & engineers cost estimates), for approval by the Engineering Division, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping and other project improvements. All public improvements shall be designed and constructed to the satisfaction of the Engineering Division.

n. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall provide documentation indicating the amount of irrigated landscaping for off-site landscaped areas, subject to the review and approval of the Engineering Division. Prior to issuance of the FSAP, the Applicant shall provide documentation indicating the amount of irrigated landscaping for on-site landscaped areas, subject to the review and approval of the Engineering Division. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). Submittal of a detailed landscape plan shall be required concurrently with the submittal of a complete building permit application for the FSAP. The landscaping adjacent to each building shall be installed prior to final building inspection.

o. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes. Landscaping screening details shall be finalized and approved by the Engineering and Planning Divisions prior to issuance of the building permit for the FSAP.

p. The Applicant shall implement a winterization program to minimize the potential for erosion and sedimentation during the wet season (October 1 through April 30). As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of much onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. Plans shall include proposed measures to prevent erosion and polluted runoff from all site conditions, and shall be submitted for review and approval of the Engineering Division prior to beginning construction.

q. Stormwater Pollution Prevention Program Best Management Practices (BMPs) for construction shall be implemented to protect water quality, in accordance with the approved Stormwater Pollution Prevention Plan (SWPPP). BMP plan sheets are available electronically for inserting into Project plans.

r. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit a street tree preservation plan, detailing the location of and methods for all tree protection measures, subject to approval of the City Arborist and Engineering Division.

s. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall pay all Public Works fees. Refer to City of Menlo Park Master Fee Schedule.

t. The Applicant shall retain a civil engineer to prepare "as-built" or "record" drawings of public improvements, and the drawings shall be submitted in AutoCAD and Adobe PDF formats to the Engineering Division prior to final inspection of the final building permit to allow occupancy.

3. Approve the architectural control subject to the following ***project-specific*** conditions:

a. The Applicant shall record the lot merger prior to issuance of the first garage podium building permit.

b. Commencing upon issuance of the building permit for the first garage/podium structure, the Applicant shall provide the Public Works Department with biweekly updates on construction activities affecting the public right-of-way that are planned for the following four-week period. Such activities shall include sidewalk and parking/traffic lane closures, vehicle or equipment staging areas, and utility work. The Public Works Department shall have the discretion to adjust the scheduling of such activities to minimize conflicts with peak commute periods, special events, the construction work for other projects, and other factors. All activities that require Encroachment Permits shall separately apply for and receive such permits before undertaking work.

c. The Public Use Agreement (PUA) for the publicly accessible plaza, as shown on Sheet C4.0, shall be attached as an exhibit to and approved by the City Council as a part of the Development Agreement. The PUA shall be recorded prior to occupancy of the first building on the project site.

d. The Applicant shall work with the City to provide the City access to the project site as needed to construct a grade-separated crossing at the Caltrain tracks.

e. Planning-specific conditions, subject to review and approval of the Planning Division except as otherwise noted:

i. The Applicant shall address all Mitigation Monitoring and Reporting Program (MMRP) requirements as specified in the MMRP. Failure to meet these requirements may result in delays to the building permit issuance, stop work orders during construction, and/or fines.

ii. Simultaneous with the submittal of a complete building permit application for each major project phase, the Applicant shall submit an updated LEED Checklist, subject to review and approval of the Planning Division. The Checklist shall be prepared by a LEED Accredited Professional (LEED AP). The LEED AP should submit a cover letter stating their qualifications, and confirm that they have prepared the Checklist and that the information presented is accurate. Confirmation that the project conceptually achieves LEED Silver certification shall be required before issuance of the building permit. Prior to final inspection of the building permit or as early as the project can be certified by the United States Green Building Council, the project shall submit verification that the development has achieved final LEED Silver (or greater) certification.

iii. Prior to issuance of the first garage/podium building permit, the Applicant shall submit the El Camino Real/Downtown Specific Plan Preparation Fee, which is established at $1.13/square foot for all net new development. For the subject proposal, the fee is estimated at $405,422.53 ($1.13 x 358,781 net new square feet).

iv. The Development Agreement memorializes the public benefits offered by the developer. The Development Agreement shall be recorded prior to the issuance of any project-related building permit (with the exception of demolition or soil remediation work permits), subject to review and approval of the Planning Division. These benefits include the following:

1. The applicant shall pay for 50% of the cost of the grade-separated Caltrain pedestrian/bicycle crossing, up to $5,000,000.
2. The applicant shall provide 10 one-bedroom BMR units, all at the low-income level. However, if the 2131 Sand Hill Road project is not approved, the applicant would instead provide eight one bedroom BMR units at the low-income level. Owner/Applicant shall otherwise comply with all provisions of the BMR Agreement.
3. The applicant shall pay $1,000,000, over a 10 year period, to the Menlo Park Atherton Education Foundation. Payments shall be $100,000 per year for 10 years or until paid in full commencing with the occupancy of the first residential unit.
4. Simultaneous with the submittal of the first garage/podium building permit, the Applicant shall submit a draft Public Use Agreement (PUA) for the publically accessible plaza, as shown on Sheet C4.0, subject to approval of the Planning Division. The PUA shall be accepted by the City Council prior to occupancy of the first building on the project site.
5. Prior to occupancy of Residential Building “A”, the publicly accessible plaza shall be constructed and open to the public.
6. The term shall be for a negotiated period of time corresponding to the period the City needs to construct the Caltrain railroad crossing, with the understanding that the BMR units will be subject to a separate agreement with a 55-year term.

f. Engineering-specific conditions, subject to review and approval of the Engineering Division except as otherwise noted:

i. Prior to issuance of first garage podium building permit, off-site improvement plans shall be approved by the City.

ii. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall provide Closed Circuit Television (CCTV) inspection of the public storm drain pipe at the Cambridge Avenue driveway through the project site to verify the size and condition.

iii. Simultaneous with the submittal of the first garage/podium building permit application, submit a consent letter from SFPUC acknowledging the project's proximity to SFPUC water line and conditions/restrictions on construction activities.

iv. During the design phase of the construction drawings, all potential utility conflicts shall be potholed with actual depths recorded on the improvement plans submitted for City review and approval. Proposed water and sewer lines shall be 10 feet apart and storm drain and sanitary sewer shall be 5 feet apart.

v. The project off-site improvements shall include design and construct solutions for the flooding and ponding issues along the site frontage on El Camino Real to the satisfaction of Engineering Division and Caltrans. Coordination with SFPUC will also be necessary for these improvements.

vi. The project is required for construction of public improvements along El Camino Real, to be designed and constructed to the satisfaction of the Engineering Division and Caltrans. The City will evaluate the condition of asphalt paving on El Camino Real, following construction and prior to occupancy of buildings. If necessary, the City and or Caltrans may require a grind and overlay of damaged pavement along the project frontage. All existing striping, markings, and legends shall be replaced in kind, or as approved by the City and Caltrans.

vii. All lateral connections to overhead electric, fiber optic, and communication lines shall be placed in a joint trench.

viii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft Public Access Easement (PAE) along the property frontage to accommodate the full 15-foot wide sidewalk and an Emergency Vehicle Access Easement (EVAE) along the proposed fire routes shown on Sheet C10, subject to approval of the Menlo Park Fire Protection District. Said dedications shall be accepted by the City Council prior to occupancy of the first building.

ix. Prior to issuance of any project-related building permit other than demolition or environmental remediation, all easement disposition modifications will be subject to review and approval of City of Menlo Park, Cal Water, WBSD, PG&E, and other utility companies. "No Objection" letters shall be provided to the City from all utilities companies prior to abandonment of any public easements. New public easements and public utility relocations shall be established prior to existing public easements abandonments. Structures or trees shall not be installed over a utility or utility easements without written approval from the easement holder. The overlapping easements and the new 10-foot easement for the future Middle Avenue undercrossing shall be Public Service Easements (PSE).

x. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall submit plans for street light design per City standards, at locations approved by the City. All street lights along the project frontages shall be painted Mesa Brown and upgraded with LED fixtures compliant with PG&E standards.

xi. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall file a Notice of Intent (NOI) with the State Water Resources Control Board under the Construction Activities Storm Water General Permit (General Permit). The NOI indicates the Applicant's intent to comply with the San Mateo Countywide Stormwater Pollution Prevention Program, including a Stormwater Pollution Prevention Plan (SWPPP). The Applicant shall prepare a Notice of Intent and submit a copy to the Engineering Division for the proposed grading operation.

xii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft "Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement" with the City subject to review and approval by the Engineering Division. The property owner will be responsible for the operation and maintenance of stormwater treatment measures for the project.

xiii. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall submit a draft "El Camino Real Storm Drain Maintenance Agreement". The project will be responsible for the maintenance and operation of storm drainage to the satisfaction of the Engineering Division and Caltrans. Also, any nonstandard improvements and private improvements within public right-of-way shall be maintained in perpetuity by the owner.

xiv. All agreements shall run with the land and shall be recorded with the San Mateo County Recorder's Office prior to building permit final inspection.

xv. Simultaneous with the submittal of the first garage/podium building permit application, the Applicant shall coordinate with the City's Planning Division and Public Works Department regarding existing and missing street trees along the property frontage. The location and spacing of new street trees will be determined at the off-site improvement plan design phase. Street trees shall be from the City-approved street tree species or to the satisfaction of City Arborist. Irrigation within public right of way shall comply with City Standard Details LS-1 through LS-19 and shall be connected to the on-site water system for irrigation.

xvi. Prior to issuance of any project-related building permit other than demolition or environmental remediation, the Applicant shall pay the

applicable Building Construction Street Impact Fee subject to the provisions of Development Agreement provision 3.6 to the satisfaction of the Public Works Director. The current fee is calculated by multiplying the valuation of the construction by 0.0058.

xvii. Prior to final inspection, the Applicant shall submit a landscape audit report.

g. Transportation-specific Conditions, subject to review and approval of the Transportation Division except as otherwise noted:

i. Prior to issuance of the first building structure permit, the Applicant shall submit all relevant transportation impact fees (TIF), subject to review and approval of the Transportation Division. Such fees include:

1. The TIF is estimated to be $829,810.00. This was calculated by multiplying the fee of $1,996.40 per multi-family unit by 215 units plus the fee of $4.80/s.f. per office space by 144,000 s.f. of new office space and the fee of $4.80/s.f. per retail space by 10,000 s.f. for new retail uses and subtracting a credit for 70,545 s.f. of existing retail uses. Please note this fee is updated annually on July 1st based on the Engineering News Record Bay Area Construction Cost Index. Fees are due before a building permit is issued.
2. The City has adopted a Supplemental Transportation Impact Fee for the infrastructure required as part of the Downtown Specific Plan. The fee is calculated at $393.06 per PM peak hour vehicle trip. The proposed project is estimated to generate 326 PM peak hour trips, so the supplemental TIF is estimated to be $128,137.40. Payment is due before the first building structure permit is issued and the supplemental TIF will be updated annually on July 1st along with the TIF.

ii. Prior to issuance of a building permit for the first building, the Applicant shall provide verification of Caltrans' approval of the new left-turn pocket at Middle Avenue. The modifications to the site access (i.e., construction of the new left-turn pocket, modifications to the traffic signal, and new crosswalk across El Camino Real) at the intersection of Middle Avenue and El Camino Real shall be constructed prior to temporary occupancy of Office Building 1 or the Residential Buildings (whichever occurs first). The Applicant shall submit improvement plans to the City for review and approval by the Public Works Director for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvement, curb cuts, driveway, traffic signal, landscaping, and other frontage improvements, as applicable. After receiving approval for the improvements plans, the Applicant shall submit the improvement plans to Caltrans and request encroachment permit approvals.

iii. The modifications to the site access (i.e., modifications to the traffic signal, and new crosswalk across El Camino Real) at the intersection of Cambridge Avenue and El Camino Real shall be constructed prior to temporary occupancy of Office Buildings 2 or 3 (whichever occurs first). The Applicant shall submit improvement plans to the City for review and approval by the Public Works Director for those portions of the Project that require offsite improvements in the Caltrans right-of-way (Public ROW Improvements and Site Access). This includes all work in the Caltrans right-of-way, including, but not limited to, utility improvement, curb cuts, driveway, traffic signal, and other frontage improvements, as applicable. After receiving approval for the improvements plans, the Applicant shall submit the improvement plans to Caltrans and request encroachment permit approvals.

iv. Intersection of Middlefield Road/Marsh Road: The proposed mitigation measure for this intersection is the addition of a second westbound left-turn lane and corresponding southbound receiving lane and a second southbound left-turn lane and corresponding eastbound receiving lane. The project's fair share contribution would be 3.7 percent for the second westbound left-turn lane and corresponding receiving lane and 1.1 percent for the second southbound left-turn lane and corresponding receiving lane. Prior to issuance of the permit for the first building structure, the Applicant shall provide a conceptual plan of the improvements and a cost estimate for each of the improvements (including design engineering) for approval by the Transportation Division to determine the fair share contribution. The fair share contribution for the intersection improvements shall be paid prior to the issuance of a building permit. The funds would be available to the Town of Atherton for a 5-year period after which funds will be returned to the Applicant.

v. Intersection of Middlefield Road/Glenwood Avenue-Linden Avenue: The proposed mitigation measure for this intersection is signalization. However, this mitigation measure may require the acquisition of additional right–of-way to install traffic signal equipment and modification of the Glenwood Gate, a physical gate in the east Linden Avenue leg of the intersection that restricts the Linden Avenue approach to a two-way one-lane road. The mitigation measure would also require approval from the Town of Atherton. The Applicant is required to contribute a fair share financial contribution toward a traffic signal at this location. The project's fair share contribution would be 3.2 percent. The fair share contribution for the intersection improvements shall be paid prior to the issuance of the first building structure permit. The funds would be available to the Town of Atherton for a 5-year period after which funds will be returned to the Applicant.

vi. Intersection of Middlefield Road/Ravenswood Avenue: The proposed mitigation measure for this intersection includes the addition of a second northbound left-turn lane and a corresponding receiving lane on the west leg. This measure is specified in the City's TIF program. The

Applicant should pay traffic impact fees per the current TIF schedule. The mitigation also requires enhancements to bicycle and pedestrian infrastructure which include adding a "jughandle" left turn for bikes on the east side of the intersection, adding a bicycle signal for crossing Middlefield Road, and making modifications to signal timing to provide adequate time for crossings. The modifications would also include warning signs and markings to comply with the CA-MUTCD. The Project is required to contribute a fair share toward enhancements to bicycle and pedestrian infrastructure noted above, which are not included in the City's TIF program. The Project's fair share contribution would be 11.1 percent of the cost of the improvement. The fair share costs shall be paid prior to the issuance of the first building structure permit.

vii. Bicycle Facilities on Middle Avenue between El Camino Real and University Drive: As a partial mitigation measure to reduce the Project's impact on this roadway segment, the Applicant shall be required to implement, at a minimum, a Class III bicycle facility, bicycle route, on Middle Avenue between University Drive and El Camino Real. The Applicant shall work with the City to implement either Class II or Class III bicycle facilities on this segment. The improvements are subject to the review and approval of the Transportation Division. The Applicant shall install the proposed bicycle improvements prior to occupancy of the first building.

viii. The Applicant should actively work to prevent parking intrusion to surrounding neighborhoods or other public streets to the satisfaction of the Public Works Director. The City reserves to the right to require monitoring of any overflow parking from the project.

ix. Prior to issuance of first building structure permit, the Applicant shall submit a striping and signage plan for the parking garage subject to review and approval by the Transportation Division.

x. Transportation Demand Management (TDM) Program: Concurrent with the submittal of the first building structure permit, the Applicant shall submit an updated TDM plan for the review and approval of the Transportation Division. The TDM program shall be consistent with the TDM program outlined in the Final Environmental Impact Report and shall be approved prior to building occupancy.

xi. Within six months after opening of the Middle Avenue pedestrian and bicycle railroad crossing, the Applicant shall conduct a parking duration study to determine whether overflow parking from the project is occurring on Alma Street, in Burgess Park, or in the Linfield Oaks Neighborhood subject to City review and approval. The dates of the survey shall be reviewed and approved by Transportation Division prior to data collection to ensure typical operating conditions and weather. If overflow is observed, the Applicant shall have no more than six months to take steps to eliminate any overflow parking. If after six months, parking overflow is not rectified, the Applicant shall fund the

establishment of time restricted parking or a residential parking permit program to eliminate parking overflow.

xii. Prior to building permit issuance and within each construction phase, the Applicant shall submit plans for construction related parking management, construction staging, material storage and Traffic Control Handling Plan (TCHP) to be reviewed and approved by the City. The Applicant shall secure adequate parking for any and all construction trades. The plan shall include construction phasing and anticipated method of traffic handling for each phase. The existing sidewalk or an acceptable pedestrian pathway along project's frontage shall be provided during all construction phases except when the new sidewalk is being constructed.

DRAFT – August 28, 2017

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL

WHEREAS, the City of Menlo Park ("City") received applications from Stanford University, ("Applicant") for the removal of 19 heritage trees (including the transplantation of one heritage tree) at the property located at 300-55- El Camino Real ("Project Site") as more particularly described and shown in Exhibit A; and

WHEREAS, the requested tree removals are necessary in order to comprehensively redevelop the Project Site; and

WHEREAS, the removal of Heritage Trees within the City is subject to the requirements of Municipal Code Chapter 13.24, Heritage Trees; and

WHEREAS, the City's Contract Arborist reviewed the requested tree removals over the period of March-July, 2017; and

WHEREAS, the City Arborist determined that the requested removals are justified in recognition of factors #1 (tree condition/health) and #4 (long-term species value); and

WHEREAS, the City's Contract Arborist noted that many of the heritage trees on the project site are in fair to poor condition due to the extensive paving of the site and a lack of adequate rooting space; and

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

WHEREAS, an environmental impact report was prepared for the Project that considered the proposed heritage tree removals and was certified by the City Council on ___, 2017, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on ____, 2017 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Environmental Quality Commission of the City of Menlo Park on July 26, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Environmental Quality Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted to recommend to the Planning Commission and City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 19 heritage

trees, with a request to revise the landscape plans to use as many California native plants and trees as possible; and

WHEREAS, the landscape plans have been revised to incorporate more California native plants and trees; and

WHEREAS, the revised landscape plans propose over the required two-to-one replacement ratio; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 28, 2017, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits for the 19 heritage trees; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on ___, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the Heritage Tree Removal Permits and the requested replacement ratio exceeding two new trees for each existing tree.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits for the 19 heritage trees as identified in Project Plan Sheets C-3.5 to C-3.8, attached by this reference herein as Exhibit A.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the ____ day of _____, 2017, 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 _____, 2017.

Clay Curtin
Interim City Clerk

DRAFT – August 28, 2017

RESOLUTION NO.____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE BELOW MARKET RATE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND STANFORD UNIVERSITY, FOR THE MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT LOCATED AT 300-550 EL CAMINO REAL

WHEREAS, the City of Menlo Park ("City") has received an application from Stanford University ("Applicant"), to demolish the existing buildings on-site and redevelop the property located at 300-550 El Camino Real ("Project Site"), with the subsequent construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet, and underground parking garages and surface parking with approximately 930 spaces; and

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

WHEREAS, an environmental impact report was prepared for the project and certified by the City Council on _____, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines. Findings and a statement of overriding considerations were adopted by the City Council on _____, 2017 by Resolution No._____; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Housing Commission of the City of Menlo Park on August 23, 2017 to review the initial draft BMR Agreement Term Sheet, for the provision of 10 on-site BMR units, including two units for the 2131 Sand Hill Road project, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Housing Commission of the City of Menlo Park having fully reviewed, and considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend the Planning Commission of the City of Menlo Park to approve the BMR Agreement; and

WHEREAS, Applicant and the City have agreed on 10 on-site units (including two units for the 2131 Sand Hill project) in recognition of both the project's standard BMR requirement and additional public benefits as negotiated through a Development Agreement, and the Below Market Rate Housing Agreement (BMR Agreement) attached hereto as Exhibit A has been structured accordingly; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on August 28, 2017 whereat all persons interested therein might appear and be heard; and

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

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

WHEREAS, on _____ the City Council of the City of Menlo Park has read and considered that certain BMR Agreement between the City and the Applicant that satisfies the requirement that Developer comply with Chapter 16.96 of the City's Municipal Code and with the Below Market Rate Housing Program Guidelines.

NOW, THEREFORE**,** the City Council of the City does RESOLVE as follows:

1. Public interest and convenience require the City to enter into the Agreement described above and incorporated herein as Exhibit A.

2. The City of Menlo Park hereby approves the Agreement and the City Manager is hereby authorized on behalf of the City to execute the Agreement.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

AFFORDABLE HOUSING AGREEMENT

AND

DECLARATION OF RESTRICTIVE COVENANTS

MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT

THIS AFFORDABLE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS ("**Agreement**") is entered into as of _____, 2017, by and between the **CITY OF MENLO PARK**, a California municipal corporation ("**City**"), and **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California ("**Owner**") with reference to the following facts:

RECITALS

A. Owner is the owner of those certain parcels of real property having current addresses at 300-550 El Camino Real in the City of Menlo Park, California ("**Property**"), as more particularly described in Exhibit A attached hereto.

B. The Parties have entered into a Development Agreement ("**Development Agreement**"), effective _____, of even date herewith, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the "**Project**"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.

C. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Owner offered and agreed to certain terms as specified in the Development Agreement. Section 7 of the Development Agreement specifies that the Parties shall enter into and record this Agreement for the benefit of the City. This Agreement provides that the Project shall include ten (10) units to be occupied exclusively by, and rented to, qualified Low Income Households, as defined below (the "**Low Income Units**"). This Agreement further ensures that the Project will comply with the City's Municipal Code Chapter 16.96 and the City's BMR Housing Program Guidelines as adopted by the City Council of Menlo Park, and amended from time to time and, as in effect as of the date of this Agreement, attached hereto as Exhibit B ("**Guidelines**").

NOW, THEREFORE, the Parties hereto agree as follows. The recitals are incorporated into this Agreement by this reference.

100. CONSTRUCTION OF THE IMPROVEMENTS.

101. **Construction of the Property.** To the extent provided in the Development Agreement, the Owner agrees to construct the Project in accordance with the City Municipal Code, the Development Agreement, the Guidelines, and all other applicable state and local building codes, development standards, ordinances and zoning codes. No portion of any residential building may be approved for occupancy unless the percentage of Low Income Units approved for occupancy in that portion of the building is equivalent to, or greater than, the percentage of Low Income Units in the entire building (e.g., if 11 percent of the units in the entire building will be Low Income Units, then at least 11 percent of the units approved for occupancy must be Low Income Units).

102. **City and Other Governmental Permits.** Before commencement of the Project, the Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Except as otherwise provided in the Development Agreement, the Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; the staff of the City will, without incurring liability or expense therefor, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meets the requirements of the City Code, and all other applicable laws and regulations.

103. **Compliance with Laws.** The Owner shall carry out the acquisition, design, construction and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the City Municipal Code, to the extent that these laws, codes, and standards are consistent with the provisions of the Development Agreement. The Owner shall also ensure that the Project is constructed and operated in compliance with all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

200. OPERATION OF HOUSING

201. **(a) Provision of Low Income Units.** The Low Income Units shall be one-bedroom units, shall be of a quality comparable to all of the other rental units in the Project, and shall be equitably distributed throughout the Project's residential buildings. Prior to occupancy of the first residential unit in the Project, the Owner shall notify the City and the City shall approve of the locations of the Low Income Units within the residential buildings. The location of the individual Low Income Units may float to account for the Next Available Unit Requirement set forth below and as otherwise necessary for the smooth and professional maintenance of the Project, provided that the location of Low Income Units shall remain equitably distributed throughout the Project's residential buildings. Rental of each Low Income Unit shall include the right to use one parking space in the residential buildings' parking garage.

201. **(b) Low Income Units**. As described in Recital C above, the Owner agrees to make available, restrict occupancy, and lease not less than ten (10) of the rental units on the Property exclusively to Low Income Households at Affordable Low Income Rent, as defined below. For purposes of this Agreement, "**Low Income Households**" shall mean those households with incomes that do not exceed the low income limits for San Mateo County, adjusted for household size, as set forth in the Guidelines, and as established and amended from time to time in accordance with the low income limits for San Mateo County established by the State of California in the California Code of Regulations, Title 25, Section 6932 or successor provision ("**Low Income Limits**"). A qualified Low Income Household shall continue to qualify unless at the time of recertification, for two consecutive years, the household's income exceeds the Low Income Limits, then the tenant shall not longer be qualified. Upon the Owner's determination that any such household is no longer so qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall make the next available one-bedroom unit, which is comparable in terms of size, features and number of bedrooms, a Low Income Unit ("**Next Available Unit Requirement**") and take such other actions, including as specified in Section 11.1.7 of the Guidelines, as may be necessary to ensure that the total required number of units are rented to Low Income Households. The Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Units pursuant to this paragraph.

201. **(c) Income Certification**. On or before July 1 of each year, commencing with the calendar year that the first unit in the Project is rented to a tenant, and annually thereafter, the Owner shall obtain from each household occupying a Low Income Unit and submit to the City a completed income computation and certification form, which shall certify that the income of the household is truthfully set forth in the income certification form, in the form attached hereto as Exhibit C unless a different form is specified by the City or proposed by Owner and approved by the City's Director of Community Development ("**Director**"). The Owner shall certify that each household leasing a Low Income Unit meets the income and eligibility restrictions for the Low Income Unit.

202. **(a) Affordable Rent, Low Income**. The maximum Monthly Rent chargeable for the Low Income Units and actually paid by a Low Income Household shall be thirty percent (30%) of the Low Income Limits, adjusted for assumed household size of two persons in a one-bedroom Low Income Unit (the "**Affordable Low Income Rent**").

202. **(b) Monthly Rent**. For purposes of this Agreement, "**Monthly Rent**" means the total of monthly payments actually made by the household for (a) use and occupancy of each Low Income Unit and land and facilities associated therewith, (b) any separately charged fees or service charges mandatorily assessed by the Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by the Owner, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone service, cable, and internet service, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner.

A sample utility allowance schedule prepared by San Mateo County as of the date of this Agreement is attached as Exhibit D.

203. **Lease Requirements**. At least ninety (90) days prior to occupancy of any residential space in the Project, the Owner shall submit a standard lease form for approval by the Director. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required by the Guidelines. The Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a Low Income Unit upon such tenant's rental of the Low Income Unit. Each lease shall be for an initial term of not less than one year, and shall not contain any of the provisions which are prohibited by the Guidelines.

204. **Selection of Tenants**. Each Low Income Unit shall be leased to tenant(s) selected by the Owner who meet all of the requirements provided herein, and, to the extent permitted by law, with priority given to those eligible households who either live or work in the City of Menlo Park. The City may, from time to time, provide to the Owner names of persons who have expressed interest in renting Low Income Units for the purposes of adding such interested persons to Owner's waiting list to be processed in accordance with Owner's customary policies. The Owner shall not refuse to lease to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program, who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

205. **Maintenance**. The Owner shall maintain or cause to be maintained the interior and exterior of the residential buildings at the Property in a decent, safe and sanitary manner, and consistent with the standard of maintenance of first class multifamily apartment projects within San Mateo County, California of the age of the Property improvements. If at any time Owner fails to maintain the Property in accordance with this Agreement and such condition is not corrected within five (5) days after written notice from the City with respect to graffiti, debris, waste material, and general maintenance, or thirty (30) days after written notice from the City with respect to landscaping and building improvements (or such longer time in accordance with Section 301 of this Agreement), then the City, in addition to whatever remedy it may have at law or at equity, shall have the right to enter upon the applicable portion of the Property and perform all acts and work necessary to protect, maintain, and preserve the Property, and to attach a lien upon the Property, or to assess the Property, in the amount of the expenditures arising from such acts and work of protection, maintenance, and preservation by the City and/or costs of such cure, including a reasonable administrative charge, which amount shall be promptly paid by Owner to the City upon demand.

206. **Monitoring and Recordkeeping**. Throughout the Affordability Period, as defined below, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the Guidelines and shall annually complete and submit to City by July 1st a Certification of Continuing Program Compliance in a form approved by the City. Representatives of the City shall be entitled to enter the Property, upon at least twenty-four (24) hour notice, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the Low Income Units, and to conduct, or cause to be conducted, an

independent audit or inspection of such records. The Owner agrees to cooperate with the City in making the Property available for such inspection or audit. If for any reason the City is unable to obtain the Owner's consent to such an inspection or audit, the Owner understands and agrees that the City may obtain at Owner's expense an administrative inspection warrant or other appropriate legal order to obtain access to and search the Property. Owner agrees to maintain records in businesslike manner, and to maintain such records for the Affordability Period.

207. **Non-Discrimination Covenants**. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall Owner itself or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property.

208. **Agreement to Limitation on Rents**. The Owner covenants that it has agreed to limit Monthly Rent in the Low Income Units in consideration for the City's agreement to enter into a Development Agreement for the Project, under Civil Code Sections 1954.52(b) and 1954.53(a)(2). The Owner hereby agrees, for so long as this Agreement is operative, that any Low Income Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents and further agrees that any limitations on Monthly Rent imposed on the Low Income Units are in conformance with the Costa-Hawkins Act.

209. **Term of Agreement**. The Property shall be subject to the requirements of this Agreement from the date of recordation of this Agreement until the fifty-fifth (55th) anniversary of the date of the City's signoff of the final building permit permitting occupancy of all planned residential space in the Project. The duration of this requirement shall be known as the "**Affordability Period**."

210. **Expiration of Affordability Period; Release of Property from Agreement**. Prior to the expiration of the Affordability Period, Owner shall provide all notifications required by Government Code Sections 65863.10 and 65863.11 or successor provisions and any other notification required by any state, federal, or local law. In addition, at least six (6) months prior to the expiration of the Affordability Period, the Owner shall provide a notice by first-class mail, postage prepaid, to all tenants in the Low Income Units. The notice shall contain (a) the anticipated date of the expiration of the Affordability Period and (b) any anticipated Monthly Rent increase upon the expiration of the Affordability Period. The Owner shall file a copy of the above-described notice with the City Manager. Upon the expiration of the Affordability Period for all Low Income Units, City shall execute and record a release of the Project, the Property, and each unit in the Project from the burdens of this Agreement within thirty (30) days following written notice from the Owner, if at the time the Owner is in compliance with all terms of this

Agreement, including without limitation the provisions of this section regarding notice of the expiration of the Affordability Period.

300. DEFAULT AND REMEDIES

301. **Events of Default**. The following shall constitute an "**Event of Default**" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement and such breach shall continue for a period of thirty (30) days after written notice thereof to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of Article 300 of this Agreement, the specific provision shall control.

302. **Remedies**. The occurrence of any Event of Default under Section 301 shall give the non-defaulting Party the right to proceed with an action in equity to require the defaulting Party to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement. Any Event of Default under this Agreement shall constitute a Default under the Development Agreement.

303. **Obligations Personal to Owner**. The liability of the Owner under this Agreement to any person or entity is limited to the Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of the Owner under this Agreement. From and after the date of this Agreement, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to any Project or any other agreement securing the Owner's obligations under this Agreement), shall be rendered against the Owner, the assets of the Owner (other than the Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in any action or proceeding arising out of this Agreement or any agreement securing the obligations of the Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent owner of the Project shall be liable or obligated for the breach or default of any obligations of the Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of an "owner" hereunder during its period of ownership.

304. **Force Majeure**. Subject to the Party's compliance with the notice requirements as set forth below, performance by either Party hereunder shall not be deemed

to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays or defaults are due to causes beyond the control and without the fault of the Party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other Party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause.

305. **Attorneys' Fees**. In addition to any other remedies provided hereunder or available pursuant to law, if either Party brings an action or proceeding to enforce, protect or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover from the other Party its costs of suit and reasonable attorneys' fees.

306. **Remedies Cumulative**. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

307. **Waiver of Terms and Conditions**. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.

308. **Non-Liability of City Officials and Employees**. No member, official, employee or agent of the City shall be personally liable to the Owner or any occupant of any Low Income Unit, or any successor in interest, in the event of any default or breach by the City or failure to enforce any provision hereof, or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

400. GENERAL PROVISIONS

401. **Guidelines**. This Agreement incorporates by reference the provisions of Sections 1, 2, 3.1, 4.1.2, 5.1, 5.2, 5.3, 7.1, 7.2.1, 7.2.3, 7.2.4, 7.2.5, 11.1.1, 11.1.2, 11.1.3 through 11.1.6, 11.1.8, 13.6, and 13.7 of the Guidelines as of the date of this Agreement and any successor sections as the Guidelines may be amended from time to time and expresses the entire obligations and duties of Owner with respect to the Owner's obligations under the Guidelines. No other requirements or obligations under the Guidelines shall apply to Owner except as expressly provided for in this Agreement. In the event of any conflict or ambiguity between this Agreement, the Development Agreement, the requirements of state and federal fair housing laws, and the Guidelines, the

terms and conditions of this Agreement, the Development Agreement, and the requirements of state and federal fair housing laws shall control. In the event of any conflict or ambiguity between this Agreement and the Development Agreement, the Development Agreement shall control.

402. **Time**. Time is of the essence in this Agreement.

403. **Notices**. Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner: Stanford University
Vice President, Land Buildings & Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Robert C. Reidy

With a copy to:
Stanford University
Vice President and General Counsel
P.O. Box 20386
Stanford, CA 94305
Attention: Debra Zumwalt

City: City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

With a copy to:
City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

404. **Covenants Running with the Land; Successors and Assigns**. The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of

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foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

405. **Subordination**. At Owner's request, this Agreement may be subordinated to liens, including a deed of trust (in each case a "**Senior Loan**"), which secure the financing used to acquire, construct, operate, or refinance the Project, but only if all of the following conditions are satisfied:

(a) The Owner shall submit to the City an appraisal of the Property, completed or updated within 90 days of the proposed closing of the Senior Loan, demonstrating that the amount of all proposed Senior Loans does not exceed eighty percent (80%) of the appraised fair market value of the Property.

(b) The proposed lender of the Senior Loan (the "**Senior Lender**") must not be an Affiliated Party. For the purposes of this Section, an "**Affiliated Party**" is any corporation, limited liability company, partnership, or other entity which is controlling of, or controlled by, or under common control with the Owner, and "control," for purposes of this definition, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities, by contract, or otherwise. The terms "controlling" and "controlled" have the meanings correlative to "control."

(c) Any subordination agreement shall provide that the Low Income Units described in this Agreement unconditionally shall continue to be provided as required by the Development Agreement and Section 404 of this Agreement, provided that any successor in interest to Owner as owner of the Property claiming through the foreclosure or sale under any deed of trust shall not be liable for any violations of the BMR agreement which occurred prior to such successor taking title. In addition, any subordination agreement shall provide that such successor shall, within 90 days after taking title to the Property, execute a new BMR agreement approved by the City and consistent with the provisions of this Agreement, evidencing the obligation to continue to provide the Low Income Units.

(d) No subordination agreement may limit the effect of this Agreement before a foreclosure, nor require consent of the Senior Lender or assignee to exercise of any remedies by the City under this Agreement or the Development Agreement;

(e) The subordination described in this Section 405 may be effective only during the original term of the loan of the Senior Lender and not during any extension of its term or refinancing, unless otherwise approved in writing by the City Manager, which approval shall not be unreasonably withheld or delayed, provided that the conditions in this Section 405 are met.

(f) Owner shall submit adequate documentation to City so that City may determine that a proposed Senior Loan conforms with the provisions of this Section 405. Upon a determination by the City Manager that the conditions in this Section 405 have been satisfied, the City Manager is authorized to execute the approved subordination agreement.

406. **Intended Beneficiaries**. The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement in order to satisfy its obligations to improve, increase and preserve affordable housing within the City, as required by the Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of low income, as required by the Guidelines, and to implement the provisions of the Development Agreement. No other person or persons, other than the City and the Owner and their assigns and successors, shall have any right of action hereon.

407. **Partial Invalidity**. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

408. **Governing Law**. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

409. **Each Party's Role in Drafting the Agreement**. Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

410. **Amendment**. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

411. **Approvals**. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

IN WITNESS WHEREOF, the Parties hereto have executed this Below Market Rate Housing Agreement as of the date and year set forth above.

OWNER:

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California

By: _____

Robert C. Reidy, Vice President Land, Buildings & Real Estate

Date: _____

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

Alex D. McIntyre, City Manager

Date: _____

List of Exhibits:

Exhibit A: Property Description
Exhibit B: Below Market Rate Housing Program Guidelines
Exhibit C: Compliance Forms and Certifications
Exhibit D: Sample Utility Allowance

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Exhibit A

Property Description

Real property in the City of Menlo Park, County of San Mateo, State of California, described as follows:

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Exhibit B

Below Market Rate Housing Program Guidelines

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Exhibit C

Compliance Forms and Certifications

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Exhibit D

Sample Utility Allowance

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***DRAFT* – August 28, 2017**

ORDINANCE NO.___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE DEVELOPMENT AGREEMENT WITH STANFORD UNIVERSITY FOR THE PROPERTY LOCATED AT 300-550 EL CAMINO REAL

The City Council of the City of Menlo Park does hereby ORDAIN as follows:

SECTION 1. This Ordinance is adopted under the authority of Government Code Section 65864 *et seq.* and pursuant to the provisions of City Resolution No. 4159, which establishes procedures and requirements for the consideration of developments within the City of Menlo Park ("City"). This Ordinance incorporates by reference that Development Agreement, Middle Plaza at 500 El Camino Real Project (300-550 El Camino Real, Menlo Park, CA) (the "Development Agreement") by and between the City and Stanford University ("Applicant") attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. The City, as lead agency, prepared an Infill Environmental Impact Report ("EIR") pursuant to the California Environmental Quality Act ("CEQA") that examined the environmental impacts of the redevelopment of the property at 330-500 El Camino Real (the "Property"). On _____, 2017, by Resolution No. _____, the City Council certified the EIR, made certain findings, and adopted a Mitigation Monitoring and Reporting Plan, which Resolution together with the EIR are incorporated herein by reference. The City Council finds that the Development Agreement is within the scope of the EIR.

SECTION 3. As required by Resolution No. 4159, the Planning Commission reviewed the Development Agreement at a duly and properly noticed public hearing held on August 28, 2017 and recommended that the City Council adopt this ordinance. As part of its recommendation to the City Council, the Planning Commission determined that the Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan; is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located; is in conformity with public convenience, general welfare and good land use practice; will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; and will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 4. The City Council held a duly and properly noticed public hearing on the Development Agreement on August 29, 2017. The City Council finds that the following are the relevant facts concerning the Development Agreement:

1. The General Plan land use designation for the Property is El Camino Real/Downtown Specific Plan and the zoning for the Property is SP-ECR/D (El Camino Real/Downtown Specific Plan).

2. The Applicant proposes a unified development on the Property consisting of approximately 8.43 acres (367,174 square feet).

3. The Applicant proposes to demolish the existing buildings on-site and redevelop the Property with the subsequent construction of one mixed-use retail and office building (Office Building 1), two office buildings (Office Buildings 2 and 3), four residential buildings (Residential Buildings A, B and C), two of which are connected to create Building A, with a total floor area of approximately 429,326 square feet. Underground parking garages and surface parking would include approximately 930 spaces (the "Project").

SECTION 5. As required by Section 302 of Resolution No. 4159 and based on an analysis of the facts set forth above, the staff report to the City Council, the presentation to the Council, supporting documents, and public testimony, the City Council hereby adopts the following as its findings:

1. The Development Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan and the El Camino Real/Downtown Specific Plan.

2. The Development Agreement is compatible with the uses authorized in and the regulations prescribed for the SP-ECR/D land use district in which the Property is located.

3. The Development Agreement is in conformity with public convenience, general welfare and good land use practices.

4. The Development Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.

5. The Development Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.

6. The Development Agreement will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

7. The Development Agreement will result in the provision of public benefits by the Applicant, including, but not limited to, financial commitments.

SECTION 6. Based upon the above findings of fact, the Development Agreement for the Project is hereby approved. The City Council hereby authorizes the Mayor to execute the Development Agreement and all documents required to implement the Development Agreement on behalf of the City.

SECTION 7. No later than ten days after this ordinance is effective and has been executed by all parties, the City Clerk shall record with the San Mateo County Recorder a copy of the Development Agreement, as required by Government Code Section 65868.5.

SECTION 8. If any section of this ordinance, or part hereof, is held by a court of competent jurisdiction in a final judicial action to be void, voidable or enforceable, such section, or part hereof, shall be deemed severable from the remaining sections of this ordinance and shall in no way affect the validity of the remaining sections hereof.

SECTION 9. The ordinance shall take effect 30 days after its passage and adoption. Within 15 days of its adoption, the ordinance shall be posted in three public places within the City, and the ordinance, or a summary of the ordinance prepared by the City Attorney, shall be published in a local newspaper used to publish official notices for the City prior to the effective date.

INTRODUCED on the _____ day of _____, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Kirsten Keith
Mayor, City of Menlo Park

ATTEST:

_____
Clay Curtin
Interim City Clerk

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

DEVELOPMENT AGREEMENT

MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

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DEVELOPMENT AGREEMENT

MIDDLE PLAZA PROJECT
(300 – 550 EL CAMINO REAL)

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made and entered into as of this ___ day of _____, 2017, by and between the City of Menlo Park, a municipal corporation of the State of California ("**City**") and Board of Trustees of the Leland Stanford Junior University, a body having corporate powers under the laws of the State of California ("**Owner**"), pursuant to the authority of California Government Code Sections 65864-65869.5 and City Resolution No. 4159.

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the City and Owner:

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864-65869.5 authorizing the City to enter into development agreements in connection with the development of real property within its jurisdiction by qualified applicants with a requisite legal or equitable interest in the real property which is the subject of such development agreements.

B. As authorized by Government Code Section 65865(c), the City has adopted Resolution No. 4159 establishing the procedures and requirements for the consideration of development agreements within the City.

C. Owner owns those certain parcels of real property having current addresses at 300 – 550 El Camino Real in the City of Menlo Park, California ("**Property**") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto, upon which Owner has applied to construct the Project commonly known as Middle Plaza.

D. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property in accordance with the Project Approvals and any other Approvals.

E. The City examined the environmental effects of the Project in an Environmental Impact Report ("**EIR**") prepared for the Menlo Park El Camino Real/ Downtown Specific Plan and an Infill EIR prepared for the Project pursuant to the California Environmental Quality Act ("**CEQA**"). On _____, 2017 the City Council of the City reviewed and certified the Infill EIR.

F. The City has determined that the Project is a development for which a development agreement is appropriate. A development agreement will eliminate uncertainty in the City's land use planning for, and secure orderly development of, the

Project and otherwise achieve the goals and purposes for which Resolution No. 4159 was enacted by City. The Project will further the goals and objectives of the Menlo Park El Camino Real/ Downtown Specific Plan, and generate the additional public benefits described in this Agreement, along with other fees for the City. Owner will incur substantial costs in order to comply with the conditions of the Approvals and otherwise in connection with the development of the Project. In exchange for the public benefits and other benefits to the City, Owner desires to receive vested rights, including, without limitation, legal assurances that the City will grant permits and approvals required for the development, occupancy and use of the Property and the Project in accordance with the Existing City Laws, subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Owner desire to enter into this Agreement.

G. On _____, 2017, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve this Agreement, based on the following findings and determinations: that this Agreement: (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan and Menlo Park El Camino Real/ Downtown Specific Plan (as both are defined in this Agreement); (2) is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located; (3) conforms with public convenience, general welfare and good land use practices; (4) will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City; (5) will not adversely affect the orderly development of property or the preservation of property values within the City; and (6) will promote and encourage the development of the Project by providing a greater degree of certainty with respect thereto.

H. Thereafter, _____, 2017 the City Council held a duly noticed public hearing on this Agreement pursuant to Resolution No. 4159. The City Council made the same findings and determinations as the Planning Commission. On that same date, the City Council made the decision to approve this Agreement by introducing Ordinance No. _____ ("**Enacting Ordinance**"). A second reading was conducted on the Enacting Ordinance on _____, 2017, on which date the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on _____, 2017.

NOW, THEREFORE, pursuant to the authority contained in Government Code Sections 65864-65869.5 and Resolution No. 4159, and in consideration of the mutual covenants and promises of the City and Owner herein contained, the City and Owner agree as follows:

1. Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term. Certain other terms shall have the meaning set forth for such term in this Agreement.

1.1 Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Owner to complete the Project and to develop and occupy the Property in accordance with Existing City Laws,

this Agreement and the items described in the Project Approvals (as defined in this Agreement).

1.2 City Laws. The ordinances, resolutions, codes, rules, regulations and official policies of the City governing the permitted uses of land, density, design, and improvement applicable to the development of the Property. Specifically, but without limiting the generality of the foregoing, the City Laws shall include the General Plan, the Menlo Park El Camino Real/ Downtown Specific Plan, and the City's Zoning Ordinance.

1.3 City Manager. The City Manager or his or her designee as designated in writing from time to time. Owner may rely on the authority of the designee of the City Manager.

1.4 City Wide. Any City Law, Fee or other matter that is generally applicable to one or more kinds or types of development or use of property wherever located in the City or that is applicable only within the area included in the Menlo Park El Camino Real/Downtown Specific Plan. A City Law, Fee or other matter shall not be City Wide if, despite its stated scope, it applies only to the Property or to one or more parcels located within the Property, or if the relevant requirements are stated in such a way that they apply only to all or a portion of the Project and not to other parcels or properties in the Menlo Park El Camino Real/Downtown Specific Plan.

1.5 Community Development Director. The City's Community Development Director or his or her designee.

1.6 Conditions. All conditions, dedications, reservation requirements, obligations for on- or off-site improvements, services, other monetary or non-monetary requirements and other conditions of approval imposed, charged by or called for by the City in connection with the development of or construction on real property under the Existing City Laws, whether such conditions constitute public improvements, mitigation measures in connection with environmental review of any project, or impositions made under applicable City Laws.

1.7 Crossing. A pedestrian/bicycle crossing at or near Middle Avenue that will improve bicycle and pedestrian circulation between El Camino Real and Alma Street, connecting the downtown and residential neighborhoods west of El Camino Real with Burgess Park, the Menlo Park Civic Center complex, and the north-south bicycle lanes on Alma Street.

1.8 Default. As to Owner, the failure of Owner to comply substantially and in good faith with any obligations of Owner under this Agreement; and as to the City, the failure of the City to comply substantially and in good faith with any obligations of City under this Agreement; any such failure by Owner or the City shall be subject to cure as provided in this Agreement.

1.9 Effective Date. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital H of this Agreement.

1.10 El Camino Real/ Downtown Specific Plan: Collectively, the Specific Plan governing the Property, as adopted by the City Council in June 2012 and that become effective on July 12, 2012, as amended as of the date of adoption of the Enacting Ordinance.

1.11 Existing City Laws. The City Laws in effect as of the Effective Date.

1.12 Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the use, development of or construction on real property under Existing City Laws, but not including Processing Fees. Fees includes impact fees, which are the monetary amount charged by the City or equivalent in-kind obligation in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including any "fee" as that term is defined by Government Code Section 66000(b) and including any fees included in the MMRP.

1.13 General Plan. Collectively, the General Plan for the City, including all elements as adopted by the City Council on November 29, 2016.

1.14 Laws. The laws and Constitution of the State of California, the laws and Constitution of the United States and any state or federal codes, statutes, executive mandates or court decisions thereunder. The term "Laws" shall exclude City Laws.

1.15 Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP for the Project, which includes the applicable measures required to be implemented by the Menlo Park El Camino Real/Downtown Specific Plan.

1.16 MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.

1.17 Mortgage. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.

1.18 Mortgagee. With respect to any Mortgage, any mortgagee or beneficiary thereunder.

1.19 Party. Each of the City and Owner and their respective successors, assigns and transferees (collectively, "Parties").

1.20 Processing Fee. A fee imposed by the City upon the submission of an application or request for a permit or Approval, which is intended to cover only the estimated cost to the City of processing such application or request and/or issuing such permit or Approval and which is applicable to similar projects on a City Wide basis, including but not limited to building permit plan check and inspection fees, public works,

engineering and transportation plan check and inspection fees, subdivision map application, review and processing fees, fees related to the review, processing and enforcement of the MMRP, and fees related to other staff time and attorney's time incurred to review and process applications, permits and/or Approvals; provided such fees are not duplicative of or assessed on the same basis as any Fees.

1.21 Project. The uses of the Property, the site plan for the Property and the Vested Elements (as defined in Section 3.1), as authorized by or embodied within the Project Approvals and the actions that are required pursuant to the Project Approvals. Specifically, the Project includes the demolition of the existing structures on the Property and the construction of new buildings including residential, non-medical office space, ground floor retail/restaurant space, at-grade parking, an underground parking garage, a privately owned and operated publicly accessible plaza, and related site improvements, landscaping and infrastructure, as more particularly described in the Project Approvals.

1.22 Project Approvals. The following approvals for the Project granted, issued and/or enacted by the City as of the date of this Agreement, as amended, modified or updated from time to time: (a) this Agreement; (b) the findings, statement of overriding considerations and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) Architectural Control; (d) Lot Merger; (e) Heritage Tree Removal Permits; and (f) Below Market Rate Housing Agreement.

1.23 Resolution No. 4159. City Resolution No. 4159 entitled "Resolution of the City Council of the City of Menlo Park Adopting Regulations Establishing Procedures and Requirements for Development Agreements" adopted by the City Council of the City of Menlo Park on January 9, 1990.

1.24 Substantial Crossing Progress. To constitute Substantial Crossing Progress: (i) the City must have completed and the City Council must have approved the final design for the Crossing; (ii) the City must have completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iii) the City must have made substantial progress toward obtaining funding for the cost of construction of the Crossing. For purposes of this paragraph, substantial progress toward obtaining funding for the cost of construction of the Crossing means that the City has secured a minimum of fifteen percent (15%) of the cost to construct the Crossing (excluding Owner's contribution).

2. Effective Date; Term.

2.1 Effective Date. This Agreement shall be dated and the rights and obligations of the Parties hereunder shall be effective as of the Effective Date. Not later than ten (10) days after the Effective Date, the City and Owner shall execute and acknowledge this Agreement, and the City shall cause this Agreement to be recorded in the Official Records of the County of San Mateo, State of California as provided for in Government Code Section 65868.5. However, the failure to record this Agreement within

the time period provided for in Government Code Section 65868.5 shall not affect its validity or enforceability among the Parties.

2.2 Term. This Agreement shall terminate ten (10) years from the Effective Date (the "**Term**"), unless earlier terminated under Sections 9, 11, or 16 of this Agreement or extended by mutual written agreement under Section 10.1. Notwithstanding the foregoing, and subject to this Agreement's termination provisions, if the City has made Substantial Crossing Progress, then the term of this Agreement shall continue until the earlier of: (a) payment by the Owner of the Crossing Payment pursuant to Section 5; (b) the City Council's decision to abandon pursuit of the funding and construction of the Crossing; or (c) five (5) years beyond the initial ten (10)-year term.

2.3 Expiration of Term. Except as otherwise provided in this Agreement or any of the Approvals, upon the expiration of the Term of this Agreement: (a) this Agreement, and the rights and obligations of the Parties under this Agreement, shall terminate; and (b) Owner shall thereafter comply with the provisions of the City Laws and Approvals then in effect or thereafter enacted and applicable to the Property and/or the Project, except that the expiration of the Term of this Agreement shall not affect any rights of Owner that are or would be vested under City Laws in the absence of this Agreement or any other rights arising from Approvals granted or issued by the City for the construction or development of all or any portion of the Project.

3. General Development of the Project.

3.1 Project. Owner shall have the vested right to develop and occupy the Property in accordance with the terms and conditions of this Agreement and the Project Approvals, and any additional Approvals for the Project and/or the Property obtained by Owner, as the same may be amended from time to time upon application by Owner; and City shall have the right to control development of the Property in accordance with the Approvals for the Project and/or the Property and the provisions of this Agreement, so long as this Agreement remains effective. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws (the three of which collectively constitute the "**Vested Elements**") shall control the overall development, use and occupancy of the Property, and all improvements and appurtenances in connection therewith, including, without limitation, the density and intensity of use , and all Mitigation Measures and Conditions required or imposed in connection with the Project Approvals in order to minimize or eliminate environmental impacts of the Project. The Project Approvals shall not expire so long as this Agreement remains effective.

3.2 Subsequent Projects. The City agrees that as long as Owner develops and occupies the Project in accordance with the terms of this Agreement, Owner's right to develop and occupy the Property shall not be diminished despite the impact of future development in the City on public facilities, including, without limitation, City streets, water systems, sewer systems, utilities, traffic signals, sidewalks, curbs, gutters, parks and other City owned public facilities that may benefit the Property and other properties in the City.

3.3 Other Governmental Permits. Owner or City (whichever is appropriate) shall apply for such other permits and approvals from governmental or quasi-governmental agencies other than the City having jurisdiction over the Project (e.g. the California Department of Transportation) as may be required for the development of or provision of services to the Project; provided, however, the City shall not apply for any such permits or approvals without Owner's prior written approval. The City shall use its best efforts to promptly and diligently cooperate, at no cost to the City, with Owner in its endeavors to obtain such permits and approvals and, from time to time at the request of Owner, shall proceed with due diligence and in good faith to negotiate and/or enter into binding agreements with any such entity in order to assure the availability of such permits and approvals or services. All such applications, approvals, agreements, and permits shall be obtained at Owner's cost and expense, including payment of City staff time in accordance with standard practices, and Owner shall indemnify City for any liabilities imposed on City arising out of or resulting from such applications, permits, agreements and/or approvals. The indemnifications set forth in this Section 3.3 shall survive the termination or expiration of this Agreement. To the extent allowed by applicable Laws, Owner shall be a party or third party beneficiary to any such agreement between City and such agencies and shall be entitled to enforce the rights of Owner or the City thereunder and/or the duties and obligations of the parties thereto. Notwithstanding any provision in this Agreement, the design, construction and operation of the Crossing is not part of the Project and Owner shall bear no responsibility for paying for applications, approval, agreements, and permits for the Crossing, nor shall Owner indemnify the City for any liabilities imposed on City arising out of or resulting from applications, permits, agreements and/or approvals for the Crossing.

3.4 Vesting. The Parties acknowledge and agree that this Agreement vests Owner's rights to develop the Project in accordance with the terms of this Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may be modified from time to time in accordance with the terms of the Project Approvals), and the provisions of state law concerning development agreements.

3.5 Processing Fees. Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.1, at the time any Approvals are applied for, the City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis at the time Owner submits an application for those permits.

3.6 Additional Fees: Except as set forth in this Agreement and the Project Approvals, the City shall not impose any new or additional Fees not in existence as of the Effective Date or not applicable to the Project in accordance with the Existing City Laws, the Project Approvals and this Agreement, whether through the exercise of the police power, the taxing power, or any other means, other than those set forth in the Project Approvals, the Existing City Laws and this Agreement. In addition, except as set forth in this Agreement, the base or methodology for calculating all such Fees applicable to the construction and development of the Project shall remain the same as the base or methodology for calculating such Fees that is in effect as of the Effective Date.

Notwithstanding the foregoing, if as of the Effective Date, the Existing City Laws under which the Fees applicable to the Project have been imposed provide for automatic increases in Fees based upon the consumer price index or other method, then the Project shall be subject to any such increases in such Fees resulting solely from the application of any such index or method in effect on the Effective Date. Notwithstanding the foregoing, the following provisions shall apply:

3.6.1 If the City forms an assessment district including the Property, and the assessment district is City Wide or applied to all El Camino Real/Downtown Specific Plan properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Owner, the Property may be legally assessed through such assessment district based on the benefit to the Property (or the methodology applicable to similarly situated properties), which assessment shall be consistent with the assessments of other properties in the district similarly situated. In no event, however, shall Owner's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Owner's development rights for the Project.

3.6.2 The City may charge Processing Fees to Owner for land use approvals, building permits, encroachment permits, subdivision maps, and other similar permits and approvals which are in force and effect on a City Wide basis or applicable to all El Camino Real/Downtown Specific Plan properties at the time Owner submits an application for those permits.

3.6.3 If the City exercises its taxing power in a manner which will not change any of the Conditions applicable to the Project, and so long as any new taxes or increased taxes are uniformly applied on a City Wide basis or applied uniformly to El Camino Real/Downtown Specific Plan properties, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City similarly situated.

3.6.4 If the City enacts new impact fees that apply on a City Wide basis or are applied uniformly to El Camino Real/Downtown Specific Plan properties and which address matters that are not identified or addressed by the mitigation measures, Conditions on the Project, community benefits, or required on- or off-site improvements, then the Project shall be subject to any such impact fees as of the effective date of the City ordinance. For purposes of this Section, the parties agree that any impact fees addressing transportation including railroad crossings, housing, open and publicly accessible spaces, utilities including energy and water, and any impacts identified and mitigated in the Environmental Impact Report for the project, constitute impact areas that are addressed by the Project and the Project Approvals, and that any new impact fees related to these impact areas shall not apply to the Project. This list is not intended to be exhaustive, but to illustrate some of the areas in which new impact fee programs would not apply to the project.

3.7 Effect of Agreement. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based (as the same may

be modified from time to time in accordance with the terms of the Project Approvals), shall constitute a part of the Enacting Ordinance, as if incorporated by reference therein in full.

3.8 Review and Processing of Approvals. The City shall accept, review and shall use its best efforts to expeditiously process Owner's applications and requests for Approvals in connection with the Project in good faith and in a manner which complies with and is consistent with the Project Approvals and this Agreement. The City shall approve any application or request for an Approval which complies and is consistent with the Project Approvals. Owner shall provide the City with the Processing Fees, applications, documents, plans, materials and other information necessary for the City to carry out its review and processing obligations. Owner shall submit all applications and requests for Approvals in the manner required under the procedures specified in the applicable City Laws in effect as of the time of such submittal. The Parties shall cooperate with each other and shall use diligent, good faith efforts to cause the expeditious review, processing, and issuance of the approvals and permits for the development and occupation of the Project in accordance with the Project Approvals.

4. Specific Criteria Applicable to the Project.

4.1 Applicable Laws and Standards. Notwithstanding any change in any Existing City Law, including, but not limited to any change by means of ordinance, resolution, initiative, referendum, policy or moratorium, and except as otherwise expressly provided in this Agreement, the laws and policies applicable to the Property are and shall be as set forth in Existing City Laws (regardless of future changes in Existing City Laws by the City) and the Project Approvals. Owner shall also have the vested right to develop and occupy or to cause the Property to be developed and occupied in accordance with the Vested Elements; provided that the City may apply and enforce the California Building Standards Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code), the California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, the California Energy Code, and the California Green Building Standards, all as amended by the City from time to time, as such codes may be in effect at the time Owner submits an application for a building permit for any aspect of the Project or Property. Without limiting the generality of the foregoing, except as otherwise expressly provided in this Agreement, during the Term of this Agreement, the City shall not, without the prior written consent of Owner: (a) apply to the Project or Property any new or amended ordinance, resolution, rule, regulation, requirement or official policy that is inconsistent with any Existing City Laws or Approvals and that would have the effect of delaying, preventing, adversely affecting or imposing any new or additional condition with respect to the Project; or (b) apply to the Project or Property or any portion thereof any new or amended ordinance, resolution, rule, regulation, requirement or official policy that requires additional discretionary review or approval for the proposed development, use and/or occupancy of the Project. Nothing herein shall affect Owner's right to challenge any amendments to the aforementioned codes.

4.2 Application of New City Laws. Nothing herein shall prevent the City from applying to the Property new City Laws that are not inconsistent or in conflict with

the Existing City Laws or the intent, purposes or any of the terms, standards or conditions of this Agreement, and which do not affect the Vested Elements or impose any new or additional Fees or other conditions on the Project or Property that are inconsistent with this Agreement or the intent of this Agreement. Any action or proceeding of the City that has any of the following effects on the Project or Property shall be considered in conflict with this Agreement and the Existing City Laws:

(a) Limiting or reducing the uses or mix or uses permitted on the Property or the density or intensity of use of the Property;

(b) Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Project Approvals; or

(c) Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by the Project Approvals.

The above list of actions is not intended to be comprehensive, but is illustrative of the types of actions that would conflict with this Agreement and the Existing City Laws. Prior to the adoption of any new City Law, including without limitation any change in the City's affordable housing rules or policies, City shall, upon Owner's request, confer as to whether such new City Law would be considered in conflict with this Agreement and Existing City Laws.

4.3 Timing. Without limiting the foregoing, no moratorium or other limitation affecting the development and occupancy of the Project or the rate, timing or sequencing thereof shall apply to the Project.

4.4 Subsequent Environmental Review. The Parties acknowledge and agree that the EIR contains a thorough environmental analysis of the Project, and specifies the feasible Mitigation Measures available to eliminate or reduce to an acceptable level the environmental impacts of the Project. The Parties further acknowledge and agree that the EIR provides an adequate environmental analysis for the City's decisions to authorize Owner to proceed with the Project as embodied in the Project Approvals and this Agreement and subsequent development of the Project during the Term of this Agreement. The Mitigation Measures imposed are appropriate for the implementation of proper planning goals and objectives and the formulation of Project conditions of approval. In view of the foregoing, the City agrees that the City will not require another or additional environmental impact report or environmental review for any subsequent Approvals implementing the Project to the extent that is consistent with the California Environmental Quality Act. Owner shall defend, indemnify and hold the City harmless from any costs or liabilities incurred by the City in connection with any litigation seeking to compel the City to perform additional environmental review of any subsequent Approvals.

4.5 Easements; Improvements. The City shall cooperate with Owner in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property necessary or

appropriate in connection with the development of the Project. If any such easement is owned by the City or an agency of the City, the City or such agency shall, at the request of Owner, take such action and execute such documents as may be reasonably necessary in order to abandon and relocate such easement(s) as necessary or appropriate in connection with the development of the Project in accordance with the Project Approvals. All on-site and off-site improvements required to be constructed by Owner pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Owner.

5. Funding for Crossing. Owner shall be obligated to pay the City fifty percent (50%) of the unfunded cost to construct the Crossing, up to a maximum of Five Million Dollars ($5,000,000) total ("**Crossing Payment**"). The Crossing Payment shall be made within sixty (60) days of written demand by City once City has confirmation that: (i) it has obtained or has been awarded complete and full funding to construct all components of the Crossing; (ii) the City has completed and the City Council has approved the final design for the Crossing; (iii) the City has completed all steps necessary to achieve compliance with the California Environmental Quality Act to construct and operate the Crossing; and (iv) the City has obtained all necessary approvals, permits and property rights from other public agencies and private landowners to construct and operate the Crossing. Until the Crossing Payment is made, the maximum amount of the payment shall be adjusted annually by the Engineering News Record Construction Cost Index for the San Francisco Bay Area on June 30 of each year. If the Term expires without extension pursuant to Section 2.2, Owner shall be relieved of the obligation to make the Crossing Payment.

6. Education Foundation Payment. To support the Menlo Park City School District, Owner agrees to pay the Menlo Park Atherton Education Foundation one hundred thousand dollars ($100,000) per year for a period of ten (10) years. The initial payment shall be due and payable prior to the issuance of the first building permit for the Project with each additional payment due on the anniversary of the initial payment.

7. Affordable Housing. Concurrently with the recordation of this Agreement, Owner and City shall execute and record an Affordable Housing Agreement ("**Affordable Housing Agreement**") in the form attached as Exhibit C, which shall provide, among other things, for the provision of a total of ten (10) units in the Project to be occupied exclusively by, and rented to, Low Income Households ("Low Income Units"). Owner further acknowledges, under Civil Code Sections 1954.52(b) and 1954.53(a)(2), that it has agreed to limit rents in the Low Income Units in consideration for the City's agreements to enter into a Development Agreement for the Project and for the City's approval of this Agreement, as described in the BMR Housing Agreement. Owner hereby agrees that any Low Income Units provided pursuant to this Agreement are not subject to Civil Code Section 1954.52(a) or any other provision of the Costa-Hawkins Act inconsistent with controls on rents, and further agrees that any limitations on rents imposed on the Affordable Units are in conformance with the Costa-Hawkins Act.

8. Privately Owned and Operated Publicly Accessible Open Space: The Project includes a privately owned and operated publicly accessible plaza at Middle Avenue. Prior to issuance of a City permit allowing occupancy of office, retail, or

residential space in the Project, the Parties shall enter into and record a public use agreement in substantially the same form as the agreement attached to this Agreement as Exhibit D (the "**Public Use Agreement**"). The Public Use Agreement may be amended from time to time by mutual agreement of the City and the Owner, and any amendment to the Public Use Agreement shall automatically be deemed to be incorporated into this Agreement without any further requirement to amend this Agreement.

9. Indemnity. Owner shall indemnify, defend and hold harmless City, and its elective and appointive boards, commissions, officers, agents, contractors, and employees (collectively, **"City Indemnified Parties"**) from any and all claims, causes of action, damages, costs or expenses (including reasonable attorneys' fees) arising out of or in connection with, or caused on account of, any work to construct the Project, or litigation challenging any Approval with respect thereto(collectively, **"Owner Claims"**); provided, however, that Owner shall have no liability under this Section 8 for Owner Claims arising from the sole negligence or willful misconduct of any City Indemnified Party, or for Claims arising from, or that are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Owner and accepted by the City.

10. Periodic Review for Compliance.

10.1 Annual Review. The City shall, at least every twelve (12) months during the Term of this Agreement, review the extent of Owner's good faith compliance with the terms of this Agreement pursuant to Government Code § 65865.1 and Resolution No. 4159. Notice of such annual review shall be provided by the City's Community Development Director to Owner not less than thirty (30) days prior to the date of the hearing by the Planning Commission on Owner's good faith compliance with this Agreement and shall to the extent required by law include the statement that any review may result in amendment or termination of this Agreement. Owner shall demonstrate good faith compliance with this Agreement. At the conclusion of the review, the Planning Commission shall determine on the basis of substantial evidence whether the Owner has complied in good faith with the terms and conditions of this Agreement. The decision of the Planning Commission may be appealed to the City Council within ten (10) days of its decision. A finding by the Planning Commission or City Council, as applicable, of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.

10.2 Non-Compliance. If the Planning Commission (if its finding is not appealed) or City Council finds that Owner has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Owner describing: (a) such failure and that such failure constitutes a Default; (b) the actions, if any, required by Owner to cure such Default; and (c) the time period within which such Default must be cured. If the Default can be cured, Owner shall have a minimum of thirty (30) days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such thirty (30) day period, if Owner commences within such thirty (30) day time period the actions necessary to cure such Default and diligently proceeds to complete such actions necessary to cure such Default, Owner shall have

such additional time period as may be required by Owner within which to cure such Default.

10.3 Failure to Cure Default. If Owner fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

10.4 Proceeding Upon Amendment or Termination. If, upon a finding under Section 10.2 of this Agreement and the expiration of the cure period specified in such Section 10.2 without the Owner having cured a Default, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Owner of its intention so to do. The notice shall be given at least thirty (30) days before the scheduled hearing and shall contain:

(a) The time and place of the hearing;

(b) A statement that the City proposes to terminate or to amend this Agreement; and

(c) Such other information as is reasonably necessary to inform Owner of the nature of the proceeding.

10.5 Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Owner shall be given an opportunity to be heard, and Owner shall be required to demonstrate good faith compliance with the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Owner has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Owner's agreement to amend rather than terminate, amend this Agreement and impose such conditions as are reasonably necessary to protect the interests of the City. The decision of the City Council shall be final, subject to judicial review pursuant to Section 1094.5 of the California Code of Civil Procedure.

10.6 Effect on Transferees. If Owner has transferred a partial interest in the Property to another party so that title to the Property is held by Owner and additional parties or different parties, the City shall conduct one annual review applicable to all parties with a partial interest in the Property and the entirety of the Property. If the City Council terminates or amends this Agreement based upon any such annual review and the determination that any party with a partial interest in the Property has not complied in good faith with the terms and conditions of this Agreement, such action shall be effective as to all parties with a partial interest in the Property and to the entirety of the Property.

11. Permitted Delays; Subsequent Laws.

11.1 Extension of Times of Performance. In addition to any specific provisions of this Agreement, the performance by any Party of its obligations under this Agreement shall not be deemed to be in Default, and the time for performance of such

obligation shall be extended; where delays or failures to perform are due to war, insurrection, strikes, lockouts, riots, floods, earthquakes, fire, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, restrictions imposed by governmental or quasi-governmental entities other than the City, unusually severe weather, acts of another Party, acts or the failure to act of any public or governmental agency or entity (except that acts or the failure to act of the City shall not excuse the City's performance) or any other causes beyond the reasonable control, or without the fault, of the Party claiming an extension of time to perform. An extension of time for any such cause shall only be for the period of the enforced delay, which period shall commence to run from the time of the commencement of the cause of the delay. If a delay occurs, the Party asserting the delay shall use reasonable efforts to notify promptly the other Parties of the delay. If, however, notice by the Party claiming such extension is sent to the other Party more than thirty (30) days after the commencement of the cause of the delay, the period shall commence to run as of only thirty (30) days prior to the giving of such notice. The time period for performance under this Agreement may also be extended in writing by the joint agreement of the City and Owner. Litigation attacking the validity of the EIR, this Agreement, the Project Approvals, future Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 11.1, but only to the extent such litigation causes a delay and the Party asserting the delay complies with the notice and other provisions regarding delay set forth hereinabove. Notwithstanding this Section 11.1, in no event shall the Term (or any extended term) of this Agreement as set forth in Section 2.2 be extended by any such delay without approval of the City Council and the mutual written agreement of the City and Owner.

11.2 Superseded by Subsequent Laws. If any Law made or enacted after the date of this Agreement prevents or precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the Parties shall meet and confer reasonably and in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. If such modification or suspension is infeasible in Owner's reasonable business judgment, then Owner shall have the right to terminate this Agreement by written notice to the City. Owner shall also have the right to challenge the new Law preventing compliance with the terms of this Agreement, and in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect. Notwithstanding the preceding, nothing herein shall permit the City to enact Laws that conflict with the terms of this Agreement.

12. Termination.

12.1 City's Right to Terminate. The City shall have the right to terminate this Agreement only under the following circumstances: The City Council has determined that Owner is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 9 of this Agreement.

12.2 Owner's Right to Terminate. Owner shall have the right to terminate this Agreement only if both of the following occur:

(a) In the notice to the City terminating this Agreement, Owner requests City in writing to rescind the Project Approvals; and

(b) One of the following has occurred:

(1) Owner has determined that the City is in Default, has given the City notice of such Default and the City has not cured such Default within thirty (30) days following receipt of such notice, or if the Default cannot reasonably be cured within such thirty (30) day period, the City has not commenced to cure such Default within thirty (30) days following receipt of such notice and is not diligently proceeding to cure such Default; or

(2) Owner is unable to complete the Project because of supersedure by a subsequent Law or court action, as set forth in Sections 11.2 and 16 of this Agreement; or

(3) Owner determines in its business judgment that it does not desire to proceed with the construction of the Project.

12.3 Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties.

12.4 Effect of Termination. If this Agreement is terminated pursuant to this Section 11, such termination shall not affect any condition or obligation due to the City from Owner prior to the date of termination.

12.5 Recordation of Termination. In the event of a termination, the City and Owner agree to cooperate with each other in executing and acknowledging a Memorandum of Termination to record in the Official Records of San Mateo County within thirty (30) days following the effective date of such termination.

13. Remedies.

13.1 No Damages. City and Owner acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the recitals. City and Owner agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Owner agree that in no event shall a Party, or its boards, commissions, officers, agents, or employees, be liable in damages for an Default under this Agreement. This exclusion on damages shall not preclude actions by a Party to enforce payments of monies or fees due or the performance of obligations requiring the expenditures of money under the terms of this Agreement.

13.2 Remedies Cumulative. In the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suit for specific performance to remedy a specific breach; (b) suits for declaratory or injunctive relief; (c) suit for mandamus under Code of Civil Procedure Section 1085, or special writ; and (d) termination or cancellation of this Agreement. While Owner is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Approval until Owner cures the Default. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy.

13.3 Parties' Agreement. In connection with the foregoing provisions, each Party acknowledges, warrants and represents that it has been fully informed with respect to, and represented by counsel of such Party's choice in connection with, the rights and remedies of such Party hereunder and the waivers herein contained, and after such advice and consultation has presently and actually intended, with full knowledge of such Party's rights and remedies otherwise available at law or in equity, to waive and relinquish such rights and remedies to the extent specified herein, and to rely to the extent herein specified solely on the remedies provided for herein with respect to any breach of this Agreement by the other Party. The provisions of this Section 12 shall survive and remain in effect following the expiration of the Term or termination or cancellation of this Agreement.

14. Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default. No express written waiver of any Default shall affect any other Default, or cover any other period of time, other than any Default and/or period of time specified in such express waiver.

15. Attorneys' Fees. If a Party brings an action or proceeding (including, without limitation, any cross-complaint, counterclaim, or third-party claim) against another Party by reason of a Default, or otherwise to enforce rights or obligations arising out of this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party its costs and expenses of such action or proceeding, including reasonable attorneys' fees and costs, and costs of such action or proceeding, which shall be payable whether such action or proceeding is prosecuted to judgment. **"Prevailing Party"** within the meaning of this Section 14 shall include, without limitation, a Party who dismisses an action for recovery hereunder in exchange for payment of the sums allegedly due, performance of the covenants allegedly breached, or consideration substantially equal to the relief sought in the action.

16. Limitations on Actions. The City and Owner hereby renounce the existence of any third party beneficiary of this Agreement and agree that nothing contained herein shall be construed as giving any other person or entity third party beneficiary status. If any action or proceeding is instituted by any third party challenging the validity of any

provisions of this Agreement, or any action or decision taken or made hereunder, the Parties shall cooperate in defending such action or proceeding.

17. Owner's Right of Termination; Indemnity. If any court action or proceeding is brought by any third party to challenge the EIR, the Project Approvals and/or the Project, or any portion thereof, and without regard to whether Owner is a party to or real party in interest in such action or proceeding, or this Agreement is the subject of a referendum petition submitted to the City, then Owner shall have the right to terminate this Agreement upon thirty (30) days' notice in writing to City, given at any time during the pendency of such action, proceeding, or referendum, or within ninety (90) days after the final determination therein (including any appeals), irrespective of the nature of such final determination, provided that in the notice to the City, Owner requests City in writing to rescind the Project Approvals. If Owner elects not to terminate this Agreement, any such action, proceeding, or referendum shall constitute a permitted delay under Section 11.1 of this Agreement and Owner shall pay the City's cost and expense, including attorneys' fees and staff time incurred by the City in defending any such action or participating in the defense of such action, including any court action or proceeding involving a referendum petition regarding this Agreement, and shall indemnify the City from any award of attorneys' fees awarded to the party challenging this Agreement, the Project Approvals or any other permit or Approval or attorneys' fees awarded to a third party related to a referendum petition. The defense and indemnity provisions of this Section 16 shall survive Owner's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Owner shall retain the right to terminate this Agreement pursuant to this Section 16 even after: (a) it has vacated the Property; and (b) its other rights and obligations under this Agreement have terminated.

18. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Party requesting such other Party certify in writing, to the knowledge of the certifying Party: (a) that this Agreement is in full force and effect and a binding obligation of the Parties; (b) that this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; (c) that the requesting Party is not in Default in the performance of its obligations under this Agreement, or if the requesting Party is in Default, the nature and amount of any such Defaults; (d) that the requesting Party has been found to be in compliance with this Agreement, and the date of the last determination of such compliance; and (e) as to such other matters concerning this Agreement as the requesting Party shall reasonably request. A Party receiving a request hereunder shall execute and return such certificate within thirty (30) days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Owner hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees.

19. Mortgagee Protection; Certain Rights of Cure.

19.1 Mortgagee Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, after the date of recordation of this Agreement in the San Mateo County, California Official Records, including the lien of any Mortgage. Notwithstanding the foregoing, no breach hereof shall defeat, render

invalid, diminish or impair the lien of any Mortgage, and subject to Section 18 of this Agreement, all of the terms and conditions contained in this Agreement shall be binding upon and effective against any person (including any Mortgagee) who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise, and the benefits hereof will inure to the benefit of such party.

19.2 Mortgagee Not Obligated. Notwithstanding the provisions of Section 19.1 above, no Mortgagee or other purchaser in foreclosure or grantee under a deed in lieu of foreclosure, and no transferee of such Mortgagee, purchaser or grantee shall: (a) have any obligation or duty under this Agreement to construct, or to complete the construction of, improvements, to guarantee such construction or completion or to perform any other monetary or nonmonetary obligations of Owner under this Agreement; and (b) be liable for any Default of Owner under this Agreement; provided, however, that a Mortgagee or any such purchaser, grantee or transferee shall not be entitled to use the Property in the manner permitted by this Agreement and the Project Approvals unless it complies with the terms and provisions of this Agreement applicable to Owner.

19.3 Notice of Default to Mortgagee; Right of Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Owner hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Owner, any notice of a Default or determination of noncompliance given to Owner. Each Mortgagee shall have the right (but not the obligation) for a period of ninety (90) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in the City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgagee upon obtaining possession of the Property, or any portion thereof, such Mortgagee may seek to obtain possession with diligence and continuity through a receiver, by foreclosure or otherwise, and may thereafter remedy or cure the Default or noncompliance within ninety (90) days after obtaining possession of the Property or such portion thereof. If any such Default or noncompliance cannot, with reasonable diligence, be remedied or cured within the applicable ninety (90) day period, then such Mortgagee shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgagee commences a cure during the applicable ninety (90) day period, and thereafter diligently pursues such cure to completion.

20. Assignment, Transfer, Financing.

20.1 Owner's Right to Assign. Subject to the terms of this Agreement, Owner shall have the right to transfer, sell and/or assign Owner's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or a partial interest in the Property. If the transferred interest consists of less than Owner's entire Property, or less than Owner's entire title to or interest in the Property, Owner shall have the right to transfer, sell, and/or assign to the transferee only those of Owner's rights and obligations under this Agreement that are allocable or attributable to the transferred property. Any transferee shall assume in writing the obligations of Owner under this Agreement and the Project Approvals relating to the transferred property and arising or

accruing from and after the effective date of such transfer, sale or assignment. Owner shall notify City within ten (10) days of any such transfer, sale, or assignment.

20.2 Financing. Notwithstanding Section 20.1 of this Agreement, Mortgages, sales and lease-backs and/or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the development of the Property are permitted without the need for the lender to assume in writing the obligations of Owner under this Agreement and the Project Approvals. Further, no foreclosure, conveyance in lieu of foreclosure or other conveyance or transfer in satisfaction of indebtedness made in connection with any such financing shall require any further consent of the City, regardless of when such conveyance is made, and no such transferee will be required to assume any obligations of Owner under this Agreement.

20.3 Release upon Transfer of Property. Upon Owner's sale, transfer and/or assignment of all of Owner's rights and obligations under this Agreement in accordance with this Section 19, Owner shall be released from Owner's obligations pursuant to this Agreement which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment, provided that Owner has provided notice to the City as required by Section 19.1.

21. Covenants Run with the Land. All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall constitute covenants that shall run with the land comprising the Property, and the burdens and benefits of this Agreement shall be binding upon, and shall insure to the benefit of, each of the Parties and their respective heirs, successors, assignees, devisees, administrators, representatives and lessees, except as otherwise expressly provided in this Agreement.

22. Amendment.

22.1 Amendment or Cancellation. Except as otherwise provided in this Agreement, this Agreement may be cancelled, modified or amended only by mutual consent of the Parties in writing, and then only in the manner provided for in Government Code Section 65868 and Article 7 of Resolution No. 4159. Any amendment to this Agreement which does not relate to the Term of this Agreement, the Vested Elements or the Conditions relating to the Project shall require the giving of notice pursuant to Government Code Section 65867, as specified by Section 65868 thereof, but shall not require a public hearing before the Parties may make such amendment.

22.2 Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than ten (10) days after the effective date thereof or of the action effecting such amendment, termination or cancellation; provided, however, a failure of the City Clerk to record such amendment, termination or cancellation shall not affect the validity of such matter.

23. Notices. Any notice shall be in writing and given by delivering the notice in person or by sending the notice by registered or certified mail, express mail, return receipt requested, with postage prepaid, or by overnight courier to the Party's mailing address.

The respective mailing addresses of the Parties are, until changed as hereinafter provided, the following:

City:	City of Menlo Park 701 Laurel Street Menlo Park, CA 94025 Attention: City Manager
With a copy to:	City of Menlo Park 701 Laurel Street Menlo Park, CA 94025 Attention: City Attorney
Owner:	Stanford University Vice President, Land Buildings and Real Estate 3160 Porter Drive, Suite 200 Palo Alto, CA 94304 Attention: Robert Reidy
With a copy to:	Stanford University Vice President and General Counsel P.O. Box 20386 Stanford, CA 94305 Attention: Debra Zumwalt

A Party may change its mailing address at any time by giving to the other Party ten (10) days' notice of such change in the manner provided for in this Section 22. All notices under this Agreement shall be deemed given, received, made or communicated on the date personal delivery is effected, or if mailed, on the delivery date or attempted delivery date shown on the return receipt.

24. Miscellaneous.

24.1 Negation of Partnership. The Parties specifically acknowledge that the Project is a private development, that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants and conditions contained in this Agreement. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the businesses of Owner, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

24.2 Consents. Unless otherwise provided herein, whenever approval, consent or satisfaction (herein collectively referred to as an "approval") is required of a Party pursuant to this Agreement, such approval shall not be unreasonably withheld or delayed. If a Party shall not approve, the reasons therefor shall be stated in reasonable detail in writing. The approval by a Party to or of any act or request by the other Party

shall not be deemed to waive or render unnecessary approval to or of any similar or subsequent acts or requests.

24.3 Approvals Independent. All Approvals which may be granted pursuant to this Agreement, and all Approvals or other land use approvals which have been or may be issued or granted by the City with respect to the Property, constitute independent actions and approvals by the City. If any provisions of this Agreement or the application of any provision of this Agreement to a particular situation is held by a court of competent jurisdiction to be invalid or unenforceable, or if the City terminates this Agreement for any reason, such invalidity, unenforceability or termination of this Agreement or any part hereof shall not affect the validity or effectiveness of any Approvals or other land use approvals.

24.4 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any person, by judgment or court order, shall in no way affect any of the other provisions hereof or the application thereof to any other person or circumstance and the same shall remain in full force and effect, unless enforcement of this Agreement as so invalidated would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement. Notwithstanding the preceding, this Section 23.4 is subject to the terms of Section 11.2.

24.5 Exhibits. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

24.6 Entire Agreement. This written Agreement and the Project Approvals contain all the representations and the entire agreement between the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement and the Project Approvals, any prior correspondence, memoranda, agreements, warranties or representations are superseded in total by this Agreement.

24.7 Construction of Agreement. The provisions of this Agreement shall be construed as a whole according to their common meaning and not strictly for or against any Party in order to achieve the objectives and purpose of the Parties. The captions preceding the text of each Section and Subsection are included only for convenience of reference and shall be disregarded in the construction and interpretation of this Agreement. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neuter genders, or vice versa. All references to "person" shall include, without limitation, any and all corporations, partnerships, limited liability companies or other legal entities.

24.8 Further Assurances; Covenant to Sign Documents. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

24.9 Governing Law. This Agreement, and the rights and obligations of the Parties, shall be governed by and interpreted in accordance with the laws of the State of California. Venue shall be San Mateo County Superior Court.

24.10 Construction. This Agreement has been reviewed and revised by legal counsel for Owner and City, and no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement.

24.11 Time. Time is of the essence of this Agreement and of each and every term and condition hereof. In particular, City agrees to act in a timely fashion in accepting, processing, checking and approving all maps, documents, plans, permit applications and any other matters requiring City's review or approval relating to the Project or Property.

25. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed an original, but all of which when taken together shall constitute but one Agreement.

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY:

CITY OF MENLO PARK, a municipal corporation of the State of California

By: _____
Kirsten Keith, Mayor

Date: _____

ATTEST:

_____
City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
City Attorney

Date: _____

OWNER:

BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY

By: _____
Robert C. Reidy
Its: Vice President Land, Buildings & Real Estate

Date: _____

DRAFT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

DRAFT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
)
COUNTY OF SAN MATEO)

On _____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify UNDER PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Name: _____
Notary Public

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EXHIBIT A

SITE PLAN OF PROPERTY

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EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

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EXHIBIT C

BMR HOUSING AGREEMENT

(Note: BMR Agreement included separately as part of August 28, 2017 Planning Commission packet)

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EXHIBIT D

PUBLIC USE AGREEMENT

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This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

Space above this line for Recorder's Use Only

PUBLIC USE AGREEMENT

MIDDLE PLAZA AT 500 EL CAMINO REAL PROJECT

DRAFT

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Exhibits:

Exhibit A: Legal Description of the Property
Exhibit B: Site Plan of Project Showing Plaza

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PUBLIC USE AGREEMENT

THIS PUBLIC USE AGREEMENT (the "**Agreement**") is made and entered into on the _____ day of _____, 2017, by and between the **CITY OF MENLO PARK**, a California municipal corporation ("**City**"), and **THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY**, a body having corporate powers under the laws of the State of California ("**Owner**") (individually a "**Party**" and collectively the "**Parties**"), with reference to the following facts:

RECITALS

A. Owner is the fee owner of those certain parcels of real property having current addresses at 300-550 El Camino Real in the City of Menlo Park, California ("**Property**") as more particularly described in Exhibit A attached hereto.

B. The Parties have entered into a Development Agreement ("**Development Agreement**"), effective _____ and recorded on _____ in the Official Records of San Mateo County as Instrument No. _____, to facilitate development of the Property subject to certain terms and conditions. Owner intends to demolish all existing structures on the Property and to construct the Project on the Property, as defined in the Development Agreement (the "**Project**"). All capitalized terms not otherwise defined in this Agreement have the meaning ascribed to them in the Development Agreement.

C. As a material consideration for the long term assurances, vested rights, and other City obligations provided by the Development Agreement and as a material inducement to City to enter into the Development Agreement, Owner offered and agreed to provide certain public benefits to the City as specified in the Development Agreement.

D. Section 8 of the Development Agreement specifies that the Project will incorporate a privately owned and operated, publicly-accessible "**Plaza**" at Middle Avenue as shown on Exhibit B attached hereto that shall be open to the public consistent with this Agreement. Through this Agreement, the Parties desire to memorialize the terms under which Owner will make the Plaza available for public use.

NOW, THEREFORE, with reference to the foregoing recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Owner agree as follows:

AGREEMENT

The introductory paragraph and the Recitals are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

ARTICLE 1
CONSTRUCTION OF PLAZA

Construction of the Plaza shall be completed substantially in conformance with the Project Approvals and all other state and local building codes, development standards, and ordinances, as they are made applicable to the Project by the Development Agreement, prior to City sign off of the building permit allowing occupancy of any residential unit in the Project.

ARTICLE 2
PUBLIC USE OF PLAZA

2.1 Public Use of Plaza.

2.1.1 Subject to the restrictions identified in this Agreement, Owner hereby agrees to permit members of the public to use the Plaza for the purposes identified in Section 2.1.2, below, and to enter the Property for such purposes seven days a week from 6:00 a.m. to Midnight. Plaza hours may be extended at Owner's sole discretion to coincide with the hours of operation for tenants of the Project's commercial spaces. Owner reserves the right to temporarily close the Plaza due to construction, maintenance, or other improvement work or, at Owner's reasonable discretion, due to safety concerns or the disruptive behavior of Plaza users. Closures longer than five (5) consecutive days shall be subject to written City approval, which shall not be unreasonably withheld. If City fails to respond to any such request within ten (10) business days of its receipt, such temporary closure shall be deemed approved.

2.1.2 Permissible public uses of the Plaza include access and passive and community-centered outdoor activities. Passive activities may include, but are not limited to, the use and enjoyment of public seating, an interactive fountain, game areas, and retail carts and sales areas authorized by Owner. Passive use includes small informal gatherings. Community-centered activities may include, but are not limited to, art, music, dance, drama, comedy, pet, and bike safety events and shows; seasonal festivities/holiday celebrations; community workshops; and fitness activities, including, but not limited to tai chi, yoga and boot camp

2.1.3 Members of the public utilizing the Plaza shall comply with all applicable federal, state, county and local laws, rules, and regulations and all reasonable rules and regulations for use of the Plaza adopted by Owner in consultation with City under Section 2.1.4 below.

2.1.4 Public use of the Plaza is conditioned on compliance with rules and regulations adopted as provided in this Section 2.1.4. At least ninety (90) days prior to the public's first use of the Plaza, the Parties shall meet and confer to approve written, detailed rules and regulations for use of the Plaza by the public. If City and Owner do not agree on the rules and regulations for use of the Plaza, Owner shall have the final authority to adopt reasonable rules and lawful rules and regulations, so long as those rules and regulations do not discriminate between members of the public, and residents or tenants and do not defeat the purpose and intent of the public space as described in the Specific Plan. Either Party subsequently may propose amendments to the adopted rules and regulations, subject to Owner's final authority to adopt reasonable, lawful rules and regulations. The Parties hereby agree that Owner shall have the right

to take all appropriate action and impose such rules and regulations as are reasonable and lawful, including requiring prior approval by Owner, to ensure that activities in the Plaza proposed by members of the public do not conflict with the daily operation of the Project and have secured any required governmental permits.

2.1.5 Owner reserves the right to exclude members of the public from any portion or portions of the Plaza that a tenant or tenants of commercial spaces within the Project leases for outdoor food service, dining, alcoholic beverage service, entertainment, retail sales, or any other outdoor use that may facilitate successful operation of the commercial portion of the Project. Areas within the Plaza affected by this provision are subject to change as tenant desires, needs, and interests change.

2.1.6 Owner reserves the right to undertake any and all additional activities that are not inconsistent with, and that do not unreasonably interfere with, the public use of the Plaza granted by this Agreement, including, but not limited to, operating and maintaining the Plaza and improvements within it; placing improvements and barriers within the Plaza to enhance the Plaza's function and security; using the Plaza for pedestrian routes crossing the Plaza; engaging in tree planting; and accessing utilities.

2.2 Maintenance.

Owner shall be responsible for the maintenance, repair and replacement, at its sole cost, of the Plaza and all improvements located thereon, which Owner shall keep in a good, safe and usable condition, in good repair, and in compliance with all applicable federal, state, county, and local laws. Members of the public may be required to remove litter and other objects brought onto the Property. Owner may also require specific members of the public who are known to have caused damage to reimburse Owner for the actual cost of repairing damage done to the Plaza caused by use of the Property, excluding damage attributed to ordinary wear and tear.

ARTICLE 3
AMENDMENT OR TERMINATION OF AGREEMENT

3.1 Amendment or Termination.

The Parties may mutually agree to amend or terminate this Agreement in whole or in part. As provided in Section 8 of the Development Agreement, any amendment to this Agreement shall automatically be deemed to be incorporated into the Development Agreement. This Agreement shall survive the termination or cancellation of the Development Agreement.

3.2 Requirement for a Writing; Amendments.

No amendment to or termination of this Agreement or any provision hereof shall be effective for any purpose unless specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. Where this Agreement requires an approval or consent of the City, such approval may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby

authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement and approval of amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City.

ARTICLE 4
DEFAULT AND REMEDIES

4.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("**Default**"), if the violation continues for a period of thirty (30) days after written notice thereof has been provided to the defaulting Party without the defaulting Party curing such breach, or if such breach cannot reasonably be cured within such thirty (30) day period, commencing the cure of such breach within such thirty (30) day period and thereafter diligently proceeding to cure such breach within ninety (90) days, unless a longer period is granted by the City. A Default under this Agreement shall be a Default under the Development Agreement.

4.2 Remedies for Default; Notice and Procedure.

The remedies for Default under this Agreement shall be limited to those contained in Section 13 of the Development Agreement.

4.3 No Waiver.

Any failures or delays by a Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

ARTICLE 5
ESTOPPEL CERTIFICATE

Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such Party to certify in writing that, to the knowledge of the certifying Party: (a) this Agreement is in full force and effect and is a binding obligation of the Parties; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. The Party receiving a request under this Article 5 shall execute and return the certificate within thirty

(30) days following receipt of the request. The City Manager shall be authorized to execute any certificate requested by Owner.

ARTICLE 6
AGREEMENT RUNNING WITH THE LAND

The City and Owner hereby declare their express intent that the covenants and restrictions set forth in this Agreement shall apply to and bind Owner and its heirs, executors, administrators, successors, transferees, and assignees having or acquiring any right, title or interest in or to any part of the Property and shall run with and burden the Property. Until all or portions of the Property are expressly released from the burdens of this Agreement, each and every contract, deed or other instrument hereafter executed covering or conveying the Property or any portion thereof shall be held conclusively to have been executed, delivered, and accepted subject to such covenants and restrictions, regardless of whether such covenants or restrictions are set forth in such contract, deed or other instrument. In the event of foreclosure or transfer by deed-in-lieu of all or any portion of the Property, title to all or any portion of the Property shall be taken subject to this Agreement. Owner acknowledges that compliance with this Agreement is a land use requirement and a requirement of the Development Agreement, and that no event of foreclosure or trustee's sale may remove these requirements from the Property. Whenever the term "Owner" is used in this Agreement, such term shall include any other permitted successors and assigns as herein provided.

ARTICLE 7
NOTICES

Any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first-class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate Party as follows:

Owner: Stanford University
Vice President, Land, Buildings & Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 94304
Attention: Robert C. Reidy

With a copy to:

Stanford University
Vice President and General Counsel
P.O. Box 20386
Stanford, CA 94305
Attention: Debra Zumwalt

City: City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483

Attention: City Manager

With a copy to:

City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Attorney

Such addresses may be changed by notice to the other Party given in the same manner as provided above.

ARTICLE 8
MISCELLANEOUS

8.1 Partial Invalidity.

If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

8.2 Applicable Law/Venue.

This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

8.3 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

8.4 Nondiscrimination.

Owner covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the use of the Plaza in furtherance of this Agreement. The foregoing covenant shall run with the land.

8.5 Headings.

Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

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8.6 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

8.7 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

8.8 Intended Beneficiaries.

The City is the intended beneficiary of this Agreement, and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement to implement the provisions of the Development Agreement. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

8.9 Recordation of Termination.

Upon termination of this Agreement, a written statement acknowledging such termination shall be executed by Owner and City and shall be recorded by City in the Official Records of San Mateo County, California.

8.10 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

8.11 Not a Public Dedication.

Except as expressly provided herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of the Plaza or any other portion of the Property to the general public or for any public purpose whatsoever, it being the intention of the Parties that the Agreement shall be limited to and for the purposes herein expressed.

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

OWNER:

THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California

By: _____

Robert C. Reidy, Vice President Land, Buildings & Real Estate

Date: _____

CITY:

CITY OF MENLO PARK, a California municipal corporation

By: _____

Alex D. McIntyre, City Manager

Date: _____

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EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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EXHIBIT B

SITE PLAN OF PROJECT SHOWING PLAZA

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CITY OF MENLO PARK

LOCATION MAP

MIDDLE PLAZA AT 500 EL CAMINO REAL

DRAWN: TAS CHECKED: CDS DATE: 8/28/17 SCALE: 1" = 300' SHEET: 1

July 27, 2017

MIDDLE PLAZA AT 500 EL CAMINO REAL
REVISED PROJECT DESCRIPTION
January 26, 2017
Revised May 19, 2017
Revised July 27, 2017

Background
Stanford University is proposing to redevelop the properties currently addressed 300 through 550 El Camino Real, which is an 8.4-acre site that is part of the "Menlo Park El Camino Real / Downtown Specific Plan" area. The property is near the Menlo Park and Palo Alto Caltrain stations, and also within close proximity to Safeway and other neighborhood amenities.

The project parcels are included in the Specific Plan's "ECR SE" zoning district and have an "El Camino Real Mixed Use" land use designation. The existing buildings (former auto dealerships) and site features will be replaced with a new mixed-use development consisting of housing, offices, and retail.

The proposal adheres to the Specific Plan's "Base" level standards, which were established to achieve inherent public benefits, such as the redevelopment of underutilized properties, the creation of more vitality and activity, and the promotion of healthy living and sustainability. The proposal is required to comply with the Specific Plan's detailed standards and guidelines, which include requirements to limit building mass (particularly on the upper floors), encourage articulation and architectural interest, provide wider sidewalks, and mandated LEED Silver compliance.

The project will require the following approvals from the City of Menlo Park:

- Certification of an Infill Environmental Impact Report (Draft Infill EIR) to analyze the potential environmental impacts of the proposed project.
- Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on a 8.4-acre site, with a total of approximately 10,000 square feet of retail/restaurant, approximately 144,000 square feet of non-medical office, and 215 residential units;
- Heritage Tree Removal Permits to permit the removal of 19 heritage trees and 2 street trees associated with the proposed project;
- Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program;
- Development Agreement for a financial contribution to the City of Menlo Park towards the design and construction of a grade-separated pedestrian/bicycle crossing at Middle Avenue; and
- Lot Line Adjustment/Lot Merger to modify existing lot lines for the construction of the new structures.

Middle Plaza
One of the significant elements of our proposed development is the provision of a publically accessible but privately owned and maintained plaza. This plaza, approximately one-half acre in size, will provide open space with seating, drought tolerant landscaping and a vital connection from the El Camino

Real/Middle Avenue intersection to the City's planned grade-separated crossing under the Caltrain railroad tracks. The plaza at Middle Avenue provides additional open space amenity to both the community and the private development.

Concept behind the Plaza:
The Middle Plaza was designed to meet the intent and guidelines established in the adopted "Menlo Park El Camino Real/Downtown Specific Plan".

Per the Specific Plan (page D45- 46), the intent of the plaza is as follows:

- Provide publicly-accessible open space amenities on the east side of El Camino Real at the intersection of Middle Avenue.
- Provide a grade-separated pedestrian and bicycle linkage across the railroad connecting the Middle Avenue plaza with Alma Street/Burgess Park. The final configuration of such a linkage will depend on the final configuration of the high-speed rail.

The character of our future plaza is also consistent with the Specific Plan, which states:

- Publicly-accessible open space/plaza providing seating and places for small informal gatherings.
- Pedestrian and bicycle connection associated with publicly-accessible open space.

Based on the intent and character of the plaza as outlined in the specific plan, Stanford anticipates two levels of activity (passive and community) in the plaza area.

Passive Activities:
Passive activities would be operated and maintained by either day porters employed by the residential complex and/or by the retail and office uses that occupy Office Building #1. These would typically be daytime uses or would be taken down and stored at the end of the retail business's normal hours of operation. These uses are both passive and informal, and can change throughout the life of the project as the user's needs and interests evolve. These uses could be:

- Casual public seating
- Interactive fountain
- Book and Coffee carts
- Outdoor workspace/reading areas
- People watching
- Chess/Checkers/Cornhole game area
- Outdoor dining in dedicated areas in association with adjacent food service
- Outdoor sales in dedicated areas in association with adjacent retail

Community Activities
Unlike the passive activities, community-centered activities require advance preparation and planning, and serve a larger community beyond residents and users of the businesses around the plaza. These uses could be:

- Art Shows
- Music Events

- Dance Performances or Events
- Drama/Comedy performances
- Pet Shows
- Bike Safety Events
- Seasonal festivities/Holiday celebrations
- Community Workshops
- Tai Chi/Yoga
- Fitness Boot camps

As noted above, communities activities require more advance planning, and in some cases, may require specific permits from the City of Menlo Park. Community activities, especially those that may attract a large number of attendees, would require advance notice to residential and tenants to inform them of upcoming events so that parking and circulation concerns can be addressed. The property manager of the project will arrange or negotiate with outside parties who wish to use the plaza for an event in order to coordinate these outside activities so that they do not conflict with the daily operation of the residential complex, retail tenants, and the operation of the offices.

Creation of a Public Access Easement over the Plaza

Prior to occupancy of the adjacent Office Building #1, Stanford intends to create a public access easement (PAE) for use and enjoyment by the general public on, over and across the Middle Plaza. A separate "Easement and Maintenance Agreement" between the City of Menlo Park and Stanford University will be recorded concurrently with the PAE easement. Stanford will continue to own and maintain the underlying property. Stanford reserves all rights that are not inconsistent with, and that do not unreasonably interfere with the easement, including but not limited to:

- Outdoor dining in dedicated areas in association with adjacent food service
- Outdoor sales in dedicated areas in association with adjacent retail
- Stanford's right to access utilities;
- For pedestrian routes crossing the easement area; and
- For tree planting, fountain and landscape maintenance.

This grant of easement conveys no rights affecting the use of Stanford's lands that are not included in the plaza area, and Stanford reserves the right to use lands outside the easement area in any lawful manner.

Any public access easement established at Middle Plaza is not deemed to be a gift or dedication of the plaza area. The easement area over Middle Plaza will be limited to and for the purposes outlined in this memo.

Use and Closure of the Plaza

The public's right to use the plaza is extended to coincide with hours of operation related to the retail uses in the adjacent Office building #1. The easement area may be used by the general public for passive and community activates as outlined throughout this project description. The plaza area shall be open to the public, at minimum, from 6 AM to Midnight, seven days a week. Stanford, as the owner and operator of the plaza, reserves the right to adjust the hours of operation as use of the plaza and adjacent retail evolves over time. Stanford will also reserve the right to temporarily close the plaza for construction or other work of improvements or, at Stanford's reasonable discretion, due to disruptive behavior of users or people visiting the plaza area or safety concerns.

The right of the public to use the plaza is subject to compliance with rules established by Stanford from time to time in consultation with City, as the same may be subsequently amended.

Stanford proposes to place the main access pathway to the grade-separated Caltrain crossing along the south side of Middle Plaza. Depending on the hours of operation of the future crossing, the hours of operation of this pathway may differ from the hours for the rest of Middle Plaza. Stanford plans to use a combination of bollards, planters and/or fences to delineate Middle Plaza and various areas within it for purposes of function and security. As planning for the Caltrain crossing proceeds, Stanford will also work with the City to promote the comfort and safety of all Middle Plaza users.

Maintenance Responsibilities

Stanford will maintain, repair and replace, or cause to be maintained, repaired and replaced, the plaza area, and all improvements, including lighting, hardscaping and landscaping, located thereon, in first class condition and repair and in compliance with the Maintenance Standards.

The following standards will be complied with by Stanford and its maintenance staff, contractors and subcontractors:

a. Maintain the surface of all pedestrian areas level, smooth and evenly covered with the type of surfacing material originally installed or substitute materials as will be in all respects equal thereto or better in quality, appearance and durability;
b. Remove all papers, debris, filth and refuse, and sweep, wash down and/or clean all hard surfaces, including brick, metal, concrete, glass, wood and other permanent poles, walls or structural members as required;
c. Maintain such appropriate entrance, fountain, exit and directional signs, markers and lights as shall be reasonably required;
d. Clean lighting fixtures and re-lamp and/or re-ballast as needed;
e. Maintain, repair and replace and keep in first-class condition all benches, planters, trash containers, and other exterior elements, if any;
f. Maintain, repair and replace all fountains and associated plumbing;
g. Provide adequate security lighting in all areas during periods of unrestricted public access, and maintain, repair and replace all security and decorative light fixtures and associated wiring systems;
h. Maintain, repair and replace all surface and storm lateral drainage systems;
i. Promptly remove any graffiti on or about the Easement Area;
j. Perform landscape maintenance including watering/irrigation, fertilization, pruning, trimming, shaping, and replacement, as needed, of all trees, shrubs, grass, and other plants or plant materials, weeding of all plants, planters and other planted areas, staking for support of plants as necessary, and clearance, cleaning and proper disposal of all cuttings, weeds, leaves and other debris; and
k. Perform other maintenance as required by law.

Residential Component

The residential component of the project will consist of four residential buildings connected by walkways. The project proposes 215 rental units located in 305,130 gross square feet.

Forty-eight percent (48%) of the apartments will be all one-bedroom (or one bedroom with den) units and fifty-two percent (52%) of the apartments will be two-bedroom (or two bedroom with den) units.

The one-bedroom units range in size from approximately 735 to 900 square feet, while the two bedroom units range in size from approximately 960 to 1,325 square feet. (NOTE: These numbers are approximate and subject to minor adjustments as the project continues to be refined due to ongoing review and input.)

Stanford will establish a system that will give priority to eligible Stanford faculty and staff first and then to the general public.

Residential Amenities
The interior amenity space within the residential component is geared toward providing on-site convenience to the residents. These facilities include:

- A state-of-the art fitness center, swimming pool and spa;
- A library/business center with high speed "Wi-Fi" and remote conference technology, which will allow residents to work remotely or take advantage of flexible work hours. This area will be designed as part of the project's overall Transportation Demand Management (TDM) program to reduce single-occupancy drivers during peak morning and evening commute times;
- Do-it-yourself bicycle repair stands offer an air pump and basic tools for bicycle commuters and residents;
- A community workshop area to allow residents space to work on hobbies and projects;
- Outdoor cooking and dining facilities; and
- Outdoor work spaces

The design of the residential buildings will create a private interior courtyard, including a swimming pool, within a landscaped environment. Lush tranquil interior and perimeter courtyards for the residences are designed to buffer the residents from the adjacent activities on El Camino Real and the Caltrain railroad tracks. Residents will have individual private decks or patios. Rooftop terraces serving as outdoor gathering spaces will be located on upper floors.

Residential Architecture
The residential architecture is inspired by traditional California craftsman design. The architectural design, structured by refined detail finishes and community amenities will provide a new style of apartment living in Menlo Park. The residences are a contemporary interpretation of a design that reflects handcrafted details, possesses a distinct individuality, is constructed of high quality materials, and created with a careful attention to detail. The richness of materials, colors, and details are critical to the successful execution of this architectural style. From the front porches and overlooking verandas, to the graceful terracing of the building, to the public plazas and gardens, the residences are designed to be a welcoming unique place for both its residents and the Menlo Park community.

Office Component
Three buildings across the site will make up the office component of the project, with a total of 143,226 square feet devoted to general commercial office uses. No medical professional offices are proposed. The buildings are three and four stories in height and step back from El Camino Real in conformance with the Specific Plan requirements.

Mixed Use Building 1 (Also referred to as Office 1 + Retail)

As mandated by the Menlo Park El Camino Real/Downtown Specific Plan, the first floor of Building 1 will contain a minimum of 10,000 square feet of shops and/or cafes. This retail space is intended to both activate the plaza, and integrate it with passive and community activities that will take place in the plaza. This first floor space could have a variety of uses from coffee shops, restaurants and eateries to, bike shops and fitness studios. A portion of the adjacent plaza has be reserved for outdoor dining and outdoor sales in association with adjacent retail. Above the retail space, approximately 24,500 square feet of offices are located on the second and third floors.

Office Building 2
Office building 2 is an articulated three-story building with a total area of approximately 88,600 square feet. This building is located on the north side of the Cambridge Avenue entrance. The building's central feature is a courtyard plaza providing a visual break along El Camino Real. The building will also have rooftop terraces that face El Camino Real and the foothills in the distance.

Office Building 3
Office building 3 is a three-story building with a total area of approximately 30,000 square feet. The ground level of this building is surface parking, with the building façade designed to look like a three-story office building. This building is located on the south side of the Cambridge Avenue entrance and adjacent to the Stanford Park Hotel.

(NOTE: The square footages shown are approximate and subject to minor adjustments as the project continues to be refined due to ongoing review and input.)

Office Architecture
The architectural concept for these buildings is to reflect the look, feel and quality of Menlo Park. Neighborhood character is further promoted by the use of highly articulated architecture, buildings that address El Camino, with balconies and building entrances that embrace the outdoors.

The architectural style is a contemporary interpretation of Mission Revival, an early 20th century mainstay of California downtowns that will blend nicely with the adjacent residential architecture. This modern interpretation preserves the romantic character of this very humanistic approach to building. These buildings introduce a more modern update in the use of materials, lack of ornamentation, and attention to detail, while achieving a strong pedestrian scale. Windows are scaled to suggest the uses within, massing pushes in and out to create interesting interior spaces while helping model the facades. Materials that are used provide the opportunity to pronounce color, detail, warmth and variety. Light building colors will contrast with modern, zinc roofing materials. Accent elements will include the use of natural stone, ceramic ornaments and modern wrought iron artistic features.

A major aspect of this architecture style is the use of the roofs for usable outdoor spaces. Offices open onto large upper floor terraces, providing the opportunity for outdoor meetings and activation of the buildings as experienced from the street. These buildings connect to their users, to those passing by, to their immediate environment, and help establish a new pedestrian sense of scale along El Camino Real. The northern-most building will house retail on the first floor, opening out onto the large, public Middle Plaza. This building can accommodate a variety of retail uses to reflect the retail needs and character of Menlo Park. These uses will help enliven Middle Plaza as they will be encouraged to include outdoor seating and allow their uses to spill out onto the plaza.

Project Access and Parking
The project site is adjacent to El Camino Real. The primary access points for the project will be at two signalized intersections, Middle Avenue at El Camino Real and Cambridge Avenue at El Camino Real. Consistent with the El Camino Real/Downtown Specific Plan and related environmental documents, the project will complete the fourth leg of the signalized Middle Avenue and Cambridge Avenue intersections. The site design also allows for exiting the Stanford Park Hotel at Cambridge, allowing for those leaving the hotel to go southbound on El Camino, without having to make a U-turn at Cambridge. (Currently, hotel patrons leaving and wish to go southbound on El Camino Real need to make a U-turn at Cambridge.)

In addition to the two signalized intersections, there are two non-signalized entrances into the project. The most northern of these access points is located north of Middle Avenue, and provides a "right-in/right-out" opportunity. This northern entrance is located to serve a small surface parking area for the retail and commercial office opportunities located at Middle Plaza, as well as access to the underground parking garage. The second "right-in/right-out" entrance is located between the Middle Avenue and Cambridge Avenue intersections across from Partridge Avenue.

As proposed, the majority of the project parking will be provided in underground parking garages, allowing for ample open space throughout the project. There will be some surface spaces available for the retail node at Middle Plaza, as well as some short term loading and visitor spaces located around the residential and office buildings.

Total Parking Supply: 930 Spaces

- Residential parking spaces: 359 Spaces
- Parking for Office Buildings 1, 2, and 3: 509 spaces
- Parking for retail (The first floor of Office Building 1): 62 Spaces

There will be 153 surface parking spaces, and 777 spaces in the two parking garages. The project parking supply numbers shown are based on a shared parking analysis prepared by Fehr and Peers, and are subject to review and approval by the City of Menlo Park. Electric vehicle charging stations will be provided per City and CALGreen requirements. The numbers shown are subject to minor adjustments as the project continues to be refined due to ongoing review and input.

Bicycle Parking:
A minimum of 268 bike parking spaces will be provided within the project as follows:

- Long Term (or Class I) Bicycle Spaces: 233 Bikes
- Short Term (or Class II) Bicycle Spaces: 34 Bikes

Also, an additional 33 short term bicycle parking spaces have been added to the plaza.

Community Outreach
Stanford has held a series of community outreach events in an effort to invite input from the Menlo Park community our overall project layout, plaza design, and architectural elements. The primary outreach events were:

- February 3rd & February 5th, 2015

  - Two Stakeholder focus groups were held with about two dozen participants to focus on what “Menlo Park character” meant.

- May 28 & 30, 2015 - Community Workshop/Open House
  - We held our first set of community public outreach meetings in spring 2015. We held one evening meeting for two hours, and followed up with a Saturday afternoon open house for four hours. Attendance was estimated to be over a hundred people between the two meetings.

- Fall 2015, Laurel School: "How Do Communities Change and Grow? A 3rd grade project based learning unit created by Laurel School, Menlo Park City School District

- November 5th and 7th 2015 - Open House
  - We held our second set of community public outreach meetings in the fall 2015. We held one evening meeting for two hours, and followed up with a Saturday afternoon open house for four hours. Attendance was estimated to be over a hundred people between the two meetings.

- March 16, 2017 Open House
  - This open house was to show the community our most recent plans in advance of filing an application with City. Attendance was estimated to be just under a hundred people at this meetings.
  -

Other meetings:
Presentation to the Sierra Club- October 28, 2013
Listening Lunch with Menlo Park Deserves Better Representatives- December 11, 2014

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.1 Development Intensity					
E.3.1.01	Business and Professional office (inclusive of medical and dental office) shall not exceed one half of the base FAR or public benefit bonus FAR, whichever is applicable.	No commercial space	No commercial space	No commercial space	Base FAR = 1.17 (1.25 max) and Office FAR = 0.42 (0.625) max
E.3.1.02	Medical and Dental office shall not exceed one third of the base FAR or public benefit bonus FAR, whichever is	No medical or dental office	No medical or dental office	No medical or dental office	No medical or dental office
E.3.2 Height					
E.3.2.01	Roof-mounted mechanical equipment, solar panels, and similar equipment may exceed the maximum building height, but shall be screened from view from publicly- accessible spaces.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from viewby parapets and roof elements.
E.3.2.02	Vertical building projections such as parapets and balcony railings may extend up to 4 feet beyond the maximum façade height or the maximum building height, and shall be integrated into the design of the building.	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections such as parapets and balcony railings do not exceed maximum façade or height.
E.3.2.03	Rooftop elements that may need to exceed the maximum building height due to their function, such as stair and elevator towers, shall not exceed 14 feet beyond the maximum building height. Such rooftop elements shall be integrated into the design of the building.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Stair and elevator towers do not exceed maximum building height.
E.3.3 Setbacks and Projections within Setbacks					
E.3.3.01	Front setback areas shall be developed with sidewalks, plazas, and/or landscaping as appropriate.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.
E.3.3.02	Parking shall not be permitted in front setback areas.	No parking occurs in the front setback	No parking occurs in the front setback	No parking occurs in the front setback	No parking occurs in the front setback
E.3.3.03	In areas where no or a minimal setback is required, limited setback for store or lobby entry recesses shall not exceed a maximum of 4-foot depth and a maximum of 6-foot width.	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone
E.3.3.04	In areas where no or a minimal setback is required, building projections, such as balconies, bay windows and dormer windows, shall not project beyond a maximum of 3 feet from the building face into the sidewalk clear walking zone, public right-of-way or public spaces, provided they have a minimum 8-foot vertical clearance above the sidewalk clear walking zone, public right-of-way or public space.	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone
E.3.3.05	In areas where setbacks are required, building projections, such as balconies, bay windows and dormer windows, at or above the second habitable floor shall not project beyond a maximum of 5 feet from the building face into the setback area.	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face
E.3.3.06	The total area of all building projections shall not exceed 35% of the primary building façade area. Primary building façade is the façade built at the property or setback line.	The total area of all building projections does not exceed 35% of the primary building façade area.	N/A due to the fact that the building facade is further back from the setback line.	The total area of all building projections does not exceed 35% of the primary building façade area.	The total area of all building projections does not exceed 35% of the primary building façade area.
E.3.3.07	Architectural projections like canopies, awnings and signage shall not project beyond a maximum of 6 feet horizontally from the building face at the property line or at the minimum setback line. There shall be a minimum of 8-foot vertical clearance above the sidewalk, public right- of-way or public space.	All building canopies and projections are withing the minimum setback lines	All building canopies and projections are withing the minimum setback lines	All building canopies and projections are withing the minimum setback lines	All building canopies and projections are withing the minimum setback lines
E.3.3.08	No development activities may take place within the San Francisquito Creek bed, below the creek bank, or in the riparian	not applicable	not applicable	not applicable	not applicable
E.3.4 Massing and Modulation					
E.3.4.1 Building Breaks					
E.3.4.1.01	The total of all building breaks shall not exceed 25 percent of the primary façade plane in a development.	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%
E.3.4.1.02	Building breaks shall be located at ground level and extend the entire building height.	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continous from the	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continous from the	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continous from the	Building breaks are located at ground level and extend the entire building height. See Sheets A14.1-A14.9 for detailed compliance diagrams.
E.3.4.1.03	In all districts except the ECR-SE zoning district, recesses that function as building breaks shall have minimum dimensions of 20 feet in width and depth and a maximum dimension of 50 feet in width. For the ECR-SE zoning district, recesses that function as building breaks shall have a minimum dimension of 60 feet in width and 40 feet in depth.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The project is located in the ECR-SE zone The recess between Building A & C is 64'-7" wide and 40' deep.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The office buildngs comply with the building break requirements of the ECR-SE zone. See sheet A2.2 for an illustration of the buiding breaks.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.4.1.04	Building breaks shall be accompanied with a major change in fenestration pattern, material and color to have a distinct treatment for each volume.	The detailing of the roof awning, deck railing and color block changes at the building breaks. Forms and fenestration patterns are similar between buildings A and B. Changes occur in material differences (i.e. siding and stucco to shingles and brick) and in color	The detailing of the roof awning, deck railing and color block changes at the building breaks	The detailing of the roof awning, deck railing and color block changes at the building breaks	Building breaks for the office buildings are further defined by chages in fenestration and varying architectural features. Building forms vary as well as use of some details such as ceramc tile arches and arched windows and metal screens at building 3.
E.3.4.1.05	In all districts except the ECR-SE zoning district, building breaks shall be required as shown in Table E3.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.
E.3.4.1.06	In the ECR-SE zoning district, and consistent with Table E4 the building breaks shall: □ Comply with Figure E9; □ Be a minimum of 60 feet in width, except where noted on Figure E9; □ Be a minimum of 120 feet in width at Middle Avenue; □ Align with intersecting streets, except for the area between Roble Avenue and Middle Avenue; □ Be provided at least every 350 feet in the area between Roble Avenue and Middle Avenue; where properties under different ownership coincide with this measurement, the standard side setbacks (10 to 25 feet) shall be applied, resulting in an effective break of between 20 to 50 feet. □ Extend through the entire building height and depth at Live Oak Avenue, Roble Avenue, Middle Avenue, Partridge Avenue and Harvard Avenue; and □ *Include two publicly-accessible building breaks at Middle Avenue and Roble Avenue.*	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge Avenue	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge Avenue as required. See Plan Sheet A2.2
E.3.4.1.07	In the ECR-SE zoning district, the Middle Avenue break shall include vehicular access; publicly-accessible open space with seating, landscaping and shade; retail and restaurant uses activating the open space; and a pedestrian/bicycle connection to Alma Street and Burgess Park. The Roble Avenue break shall include publicly-accessible open space with seating, landscaping and shade.	The required building break at Middle Avenue exceeds the minimum required width of 120'. The roadway into the project is aligned with the Middle Avenue intersection. Middle Plaza contains landscaping, seating, shade trees with opportunities for retail uses to spill out onto the	not applicable	not applicable	The required building break at Middle Avenue exceeds the minimum required width of 120'. The roadway into the project is aligned with the Middle Avenue intersection. Middle Plaza contains landscaping, seating, shade trees with opportunities for retail uses to spill out onto the plaza.
E.3.4.1.08	In the ECR-SE zoning district, the breaks at Live Oak, Roble, Middle, Partridge and Harvard Avenues may provide vehicular access.	There is a publicly-accessible building break at Middle	There is a publicly-accessible building break at Partridge	There is a publicly-accessible building break at Partridge	The Middle Avenue break provides vehicular access.
E.3.4.2 Façade Modulation and Treatment					
E.3.4.2.01	Building façades facing public rights-of- way or public open spaces shall not exceed 50 feet in length without a minor building façade modulation. At a minimum of every 50' façade length, the **minor vertical façade modulation** shall be a minimum 2 feet deep by 5 feet wide recess or a minimum 2 foot setback of the building plane from the primary building façade.	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2' deep x 5' wide recess.
E.3.4.2.02	Building façades facing public rights-of- way or public open spaces shall not exceed 100 feet in length without a major building modulation. At a minimum of every 100 feet of façade length, a **major vertical façade modulation** shall be a minimum of 6 feet deep by 20 feet wide recess or a minimum of 6 feet setback of building plane from primary building façade for the full height of the building. This standard applies to all districts except ECR NE-L and ECR SW since those two districts are required to provide a building break at every 100 feet.	The façade lengths are broken up as specified. The façade lengths are 89'-6" and 85'-6" between break-ups, and 22'-1" x 8' recess. Residential buildings' major modulations have been met. On compliance plan sheets, some major modulations are noted as minor modulations but recesses meet 6' by 20' recess	N/A Less than 100' long	The façade lengths are broken up as specified. The façade lengths are 86'-6", 96'-8" between break-ups, and 22'-1" x 7'-9" recess.	Modulation of the façade occurs as required with maximum facades lengths not exceeding 100' without a major modulation. Major modulations are a minimum of 6' deep and 20' wide and extend for the full height of the building.
E.3.4.2.03	In addition, the major building façade modulation shall be accompanied with a 4- foot minimum height modulation and a major change in fenestration pattern, material and/or color.	The element providing the break-up in the façade modulation has a change in height and fenetration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenetration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenetration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenestration pattern. Variation occurs at or adjacent to major modulations in building form (e.g. use of gable at building 2 at or next to modulation) and in some cases use of arched windows or awnings (e.g. at building 2 and building 1 facing the plaza). Building colors, materials and fenestration patterns generally do not vary at or adjacent to building modulations, although in some cases such as at building 3 ceramic tile is used on wall face to create variation adjacent the major modulation. Changing stucco colors at major

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.4.2.04	Minor façade modulation may be accompanied with a change in fenestration pattern, and/or material, and/or color, and/or height.	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern. Changes at minor facade modulations are generally form or height related.
E.3.4.2.05	Buildings should consider sun shading mechanisms, like overhangs, *bris soleils* and clerestory lighting, as façade articulation strategies.	Balcony and roof overhangs provide sun shading	Balcony and roof overhangs provide sun shading	Balcony and roof overhangs provide sun shading	Offices use trellis and awnings as façade articulation strategies.
E.3.4.3 Building Profile					
E.3.4.3.01	The 45-degree building profile shall be set at the minimum setback line to allow for flexibility and variation in building façade height within a district.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.
E.3.4.3.02	Horizontal building and architectural projections, like balconies, bay windows, dormer windows, canopies, awnings, and signage, beyond the 45-degree building profile shall comply with the standards for Building Setbacks & Projection within Setbacks (E.3.3.04 to E.3.3.07) and shall be integrated into the design of the building.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any horizontal building components that extend beyound the 45-degree builing profile line.
E.3.4.3.03	Vertical building projections like parapets and balcony railings shall not extend 4 feet beyond the 45-degree building profile and shall be integrated into the design of the building.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any vertical building components that extend beyound the 45-degree builing profile line.
E.3.4.3.04	Rooftop elements that may need to extend beyond the 45-degree building profile due to their function, such as stair and elevator towers, shall be integrated into the design of the building.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any roof top building components that extend beyound the 45-degree builing profile line.
E.3.4.4 Upper Story Façade Length					
E.3.4.4.01	Building stories above the 38-foot façade height shall have a maximum allowable façade length of 175 feet along a public right-of-way or public open space.	ECR building façade doesn't exceed 38' façade height.	ECR building façade doesn't exceed 38' façade height.	ECR building façade doesn't exceed 38' façade height.	Building stories above the 38' façade height do not exceed 175' in length along a public right-of-way or
E.3.5 Ground Floor Treatment, Entry and Commercial Frontage					
Ground Floor Treatment					
E.3.5.01	The retail or commercial ground floor shall be a minimum 15-foot floor-to-floor height to allow natural light into the space**.**	not applicable	not applicable	not applicable	Ground floor of office 1, 2 & 3 are 15 feet from floor to
E.3.5.02	Ground floor commercial buildings shall have a minimum of 50% transparency (i.e., clear-glass windows) for retail uses, office uses and lobbies to enhance the visual experience from the sidewalk and street. Heavily tinted or mirrored glass	not applicable	not applicable	not applicable	Ground floor of office 1, 2 & 3 have over 50% transparency and use clear vision glass for the
E.3.5.03	Buildings should orient ground-floor retail uses, entries and direct-access residential units to the street.	Residential units along the street frontages have direct	Residential units along the street frontages have direct	Residential units along the street frontages have direct	Retail uses are oriented to streets and public plaza.
E.3.5.04	Buildings should activate the street by providing visually interesting and active uses, such as retail and personal service uses, in ground floors that face the street. If office and residential uses are provided, they should be enhanced with landscaping and interesting building design and materials.	Landscape enhances the building streetscape.	Landscape enhances the building streetscape.	Landscape enhances the building streetscape.	Ground floor of office 1 provides retail stores. Ground floor of office 2 and 3 is office use with interesting building design and enhanced landscaping.
E.3.5.05	For buildings where ground floor retail, commercial or residential uses are not desired or viable, other project-related uses, such as a community room, fitness center, daycare facility or sales center, should be located at the ground floor to activate the street.	Amenity space engages the street along ECR with covered trellis seating area	Amenity space engages the street along ECR with covered trellis seating area	Amenity space engages the street along ECR with covered trellis seating area	Not applicable for office buildings.
E.3.5.06	Blank walls at ground floor are discouraged and should be minimized. When unavoidable, continuous lengths of blank wall at the street should use other appropriate measures such as landscaping or artistic intervention, such as murals.	Blank walls have been avoided	Blank walls have been avoided	Blank walls have been avoided	Blank walls have been avoided
E.3.5.07	Residential units located at ground level should have their floors elevated a minimum of 2 feet to a maximum of 4 feet above the finished grade sidewalk for better transition and privacy, provided that accessibility codes are met.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	Not applicable for office buildings.
E.3.5.08	Architectural projections like canopies and awnings should be integrated with the ground floor and overall building design to break up building mass, to add visual interest to the building and provide shelter and shade.	The combination of recessed window, balconies, and canopies provide interest and	The combination of recessed window, balconies, and canopies provide interest and	The combination of recessed window, balconies, and canopies provide interest and	The office buildigs combine a number of architectural features including arcades, trellises, recessed windows, and awnings to add interest and shade at
Building Entries					
E.3.5.09	Building entries shall be oriented to a public street or other public space. For larger residential buildings with shared entries, the main entry shall be through prominent entry lobbies or central courtyards facing the street. From the street, these entries and courtyards provide additional visual interest, orientation and a sense of invitation.	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	All main entries for the office buildings are oriented toward a public open space or the public street
E.3.5.10	Entries should be prominent and visually distinctive from the rest of the façade with creative use of scale, materials, glazing, projecting or recessed forms, architectural details, color, and/or awnings.	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by architectural features and massing unique to the building façade
E.3.5.11	Multiple entries at street level are encouraged where appropriate.	Multiple entries occur	Multiple entries occur	Multiple entries occur	Multiple entries are used for retail stores of office building 1 at street level.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.5.12	Ground floor residential units are encouraged to have their entrance from the street.	Residential units along ECR have street-facing entry areas	Residential units along ECR have street-facing entry areas	Residential units along ECR have street-facing entry areas	Not applicable for office buildings.
E.3.5.13	Stoops and entry steps from the street are encouraged for individual unit entries when compliant with applicable accessibility codes. Stoops associated with landscaping create inviting, usable and visually attractive transitions fromprivate spaces to the street.	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Not applicable for office buildings.
E.3.5.14	Building entries are allowed to be recessed from the primary building façade.	Typically recessed 4'-6"	Typically recessed 4'-6"	Typically recessed 4'-6"	Building entries typically have a 1-0" recess
Commercial Frontage					
E.3.5.15	Commercial windows/storefronts shall be recessed from the primary building façade a minimum of 6 inches	not applicable	not applicable	not applicable	All ground floor windows and storefronts are recessed between 8" and 12" at the office buildings. Retail doorways are recessed a minimum of 2'-0"
E.3.5.16	Retail frontage, whether ground floor or upper floor, shall have a minimum 50% of the façade area transparent with clear vision glass, not heavily tinted or highly mirrored glass.	not applicable	not applicable	not applicable	The retail frontage has a minimum of 50% transparency with clear vison glass
E.3.5.17	Storefront design should be consistent with the building's overall design and contribute to establishing a well-defined ground floor for the façade along streets.	not applicable	not applicable	not applicable	Ground floor storefront design is consistent with the overall building design. The arch top windows contribute to establishing a well defined ground floor. See A15.1 to A15.6.
E.3.5.18	The distinction between individual storefronts, entire building façades and adjacent properties should be maintained.	not applicable	not applicable	not applicable	Retail storefronts and office building entries have additional architectural features that make then stand out from the balance of the façade. Storefronts at building 1 sit behind one-story porches/colonnades. Some ground floor street fronting windows at office building 2 have arched openings and ceramic tile at
E.3.5.19	Storefront elements such as windows, entrances and signage should provide clarity and lend interest to the façade.	not applicable	not applicable	not applicable	Retail storefronts and office building entries have additional architecural features that make then stand out from the balance of the façade. Tenant signage adds an additional layer of clarity.
E.3.5.20	Individual storefronts should have clearly defined bays. These bays should be no greater than 20 feet in length. Architectural elements, such as piers, recesses and projections help articulate bays.	not applicable	not applicable	not applicable	Typical storefront bay size is 20 feet or less.
E.3.5.21	All individual retail uses should have direct access from the public sidewalk. For larger retail tenants, entries should occur at lengths at a maximum at every 50 feet, consistent with the typical lot size in downtown.	not applicable	not applicable	not applicable	All individual retail uses have direct access from the public sidewalk or plaza.
E.3.5.22	Recessed doorways for retail uses should be a minimum of two feet in depth. Recessed doorways provide cover or shade, help identify the location of store entrances, provide a clear area for out- swinging doors and offer the opportunity for interesting paving patterns, signage and displays.	not applicable	not applicable	not applicable	Recessed doorways for retail uses in office building 1 are minimum of two feet in depth.
E.3.5.23	Storefronts should remain un-shuttered at night and provide clear views of interior spaces lit from within. If storefronts must be shuttered for security reasons, the shutters should be located on the inside of the store windows and allow for maximum visibility of the interior.	not applicable	not applicable	not applicable	No shutters are proposed
E.3.5.24	Storefronts should not be completely obscured with display cases that prevent customers and pedestrians from seeing	not applicable	not applicable	not applicable	Storefronts will not be obscured with display cases
E.3.5.25	Signage should not be attached to storefront windows.	not applicable	not applicable	not applicable	Signage will be building mounted and not on storefront windows
E.3.6 Open Space					
E.3.6.01	Residential developments or Mixed Use developments with residential use shall have a minimum of 100 square feet of open space per unit created as common open space or a minimum of 80 square feet of open space per unit created as private open space, where private open space shall have a minimum dimension of 6 feet by 6 feet. In case of a mix of private and common open space, such common open space shall be provided at a ratio equal to 1.25 square feet for each one square foot of private open space that is not provided.	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF. See Unit plans and unit data (sheet A21.1) for private open spaces. Many units have private decks or terraces but their sizes and depths vary.	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF	Not applicable for office buildings.
E.3.6.02	Residential open space (whether in common or private areas) and accessible open space above parking podiums up to 16 feet high shall count towards the minimum open space requirement for the development.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Not applicable for office buildings.
E.3.6.03	Private and/or common open spaces are encouraged in all developments as part of building modulation and articulation to enhance building façade.	Private open space in way of balconies at street frontages create building modulation	Private open space in way of balconies at street frontages create building modulation	Private open space in way of balconies at street frontages create building modulation	Private open space is provided on office building balconies above the 1st floor. Balconies are created by building setback requirements and modulation.
E.3.6.04	Private development should provide accessible and usable common open space for building occupants and/or the general public.	Common open space off of Middle Avenue is open to the general public	Common open space off of Middle Avenue is open to the general public	Common open space off of Middle Avenue is open to the general public	Common open space is provided at all office buildings; at Middle Plaza for building 1, building 2 entry courtyard and building 3 entry plaza.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.6.05	For residential developments, private open space should be designed as an extension of the indoor living area, providing an area that is usable and has some degree of privacy.	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Not applicable for office buildings.
E.3.6.06	Landscaping in setback areas should define and enhance pedestrian and open space areas. It should provide visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long. Low landscape and potted landscape along street side of sidewalks shown. Low landscape, planters, and small to medium sized trees spaced at various distances placed along building side of sidewalk with higher concentration of trees near building breaks. See	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long. See L3.1 for sidewalk adjaent planting at building 1, L3.4 at building 2, and L3.5 at building 3. Low planting at planter strip adjacent street edge and between office buiilding 2 and sidewalk. Existing street trees, where shown and windmill palms added at planting strip office building 1 and building side of sidewalk at office building 2.
E.3.6.07	Landscaping of private open spaces should be attractive, durable and drought-resistant.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.
E.3.7 Parking, Service and Utilities					
General Parking and Service Access					
E.3.7.01	The location, number and width of parking and service entrances should be limited to minimize breaks in building design, sidewalk curb cuts and potential conflicts with streetscape elements.	Curb cuts have been minimized	Curb cuts have been minimized	Curb cuts have been minimized	Driveway entrances to the sites have been limited to provide adequate access without the need for multiple curb cuts. The two primary points of entry are located at existing signalized intersections
E.3.7.02	In order to minimize curb cuts, shared entrances for both retail and residential use are encouraged. In shared entrance conditions, secure access for residential parking should be provided.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	All entrances to below grade parking are from within the site and not direct from the public street
E.3.7.03	When feasible, service access and loading docks should be located on secondary streets or alleys and to the rear of the building.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Service access is internal to the site with no additional curb cuts along the street
E.3.7.04	The size and pattern of loading dock entrances and doors should be integrated with the overall building design.	Loading/delivery area appears as a vertical Building break	Loading/delivery area appears as a vertical Building break	Loading/delivery area appears as a vertical Building break	Service and deliveries will be received at the building lobbies, no loading docks provided.
E.3.7.05	Loading docks should be screened from public ways and adjacent properties to the greatest extent possible. In particular, buildings that directly adjoin residential properties should limit the potential for loading-related impacts, such as noise. Where possible, loading docks should be internal to the building envelope and equipped with closable doors. For all locations, loading areas should be kept clean.	1 loading zone between building A & B along rear of property	1 loading zone between building A & B along rear of property	2 loading zone between building A & B along rear of property	Not applicable.
E.3.7.06	Surface parking should be visually attractive, address security and safety concerns, retain existing mature trees and incorporate canopy trees for shade. See Section D.5 for more compete guidelines regarding landscaping in parking areas.	6 street parking spaces provided adjacent to community plaza in landscaped	No street parking spaces provided at bldg. B	No street parking spaces provided at bldg. C	Surface parking will be visually attractive, address security and safety concerns and incorporates canopy trees for shade.
Utilities					
E.3.7.07	All utilities in conjunction with new residential and commercial development should be placed underground.	Acknowledged	Acknowledged	Acknowledged	All planned utilites are below grade with pad mounted equipment at grade.
E.3.7.08	Above ground meters, boxes and other utility equipment should be screened from public view through use of landscaping or by integrating into the overall building design.	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	All above grade utilities such as transformers and backflows will be screened.
Parking Garages					
E.3.7.09	To promote the use of bicycles, secure bicycle parking shall be provided at the street level of public parking garages. Bicycle parking is also discussed in more detail in Section F.5 “Bicycle Storage Standards and Guidelines.”	Bicycle Parking provided 91 spaces	Bicycle parking 124 spaces provided	Bicycle parking 124 spaces provided	Secure bicycle parking is provided within the 1st level of parking for each office building.
E.3.7.10	Parking garages on downtown parking plazas should avoid monolithic massing by employing change in façade rhythm, materials and/or color.	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade
E.3.7.11	To minimize or eliminate their visibility and impact from the street and other significant public spaces, parking garages should be underground, wrapped by other uses (i.e. parking podium within a development) and/or screened from view through architectural and/or landscape treatment.	Garage is below grade	Garage is below grade	Garage is below grade	The parking garage of office 3 provides green screen with landscaping to minimize their visibility from street. Other parking garages are below grade

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.7.12	Whether free-standing or incorporated into overall building design, garage façades should be designed with a modulated system of vertical openings and pilasters, with design attention to an overall building façade that fits comfortably and compatibly into the pattern, articulation, scale and massing of surrounding building character.	Garages access from rear of Building A	Garages access from rear of Building B	Garages access from rear of Building B	Office building 3 has parking at grade level that is architecurally integrated into the overall building design.
E.3.7.13	Shared parking is encouraged where feasible to minimize space needs, and it is effectively codified through the plan's off-street parking standards and allowance for shared parking studies.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.
E.3.7.14	A parking garage roof should be approached as a usable surface and an opportunity for sustainable strategies, such as installment of a green roof, solar panels or other measures that minimize the heat island effect.	not applicable - podium project	not applicable - podium project	not applicable - podium project	not applicable - podium project
E.3.8 Sustainable Practices					
Overall Standards					
E.3.8.01	Unless the Specific Plan area is explicitly exempted, all citywide sustainability codes or requirements shall apply.	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
Overall Guidelines					
E.3.8.02	Because green building standards are constantly evolving, the requirements in this section should be reviewed and updated on a regular basis of at least every two years.	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
Leadership in Energy and Environmental Design (LEED) Standards					
E.3.8.03	Development shall achieve LEED certification, at Silver level or higher, or a LEED Silver equivalent standard for the project types listed below. For LEED certification, the applicable standards include LEED New Construction; LEED Core and Shell; LEED New Homes; LEED Schools; and LEED Commercial Interiors. Attainment shall be achieved through LEED certification or through a City- approved outside auditor for those projects pursing a LEED equivalent standard. The requirements, process and applicable fees for an outside auditor program shall be established by the City and shall be reviewed and updated on a regular basis. LEED certification or equivalent standard, at a Silver lever or higher, shall be required for: □ Newly constructed residential buildings of Group R (single-family,duplex and multi-family); □ Newly constructed commercial buildings of Group B(occupancies including among others office, professional and service type transactions) and Group M (occupancies including among others display or sale of merchandise such as department stores, retail stores, wholesale stores, markets and sales rooms) that are 5,000 gross squarefeet or more; □ New first-time build-outs of commercial interiors that are 20,000 gross square feet or more in buildings of Group B and M occupancies; and □ Major alterations that are 20,000 gross square feet or more in existing buildings of Group B, M and R occupancies, where interior finishes are removed and significant upgrades to structural and mechanical, electrical and/or plumbing systems are	Acknowledged	Acknowledged	Acknowledged	LEED silver is targeted for the overall project. LEED ND will be reviwed by city staff for compliance since one prerequesite is not achieveable due to a requirement of the specific plan. Each individual office building will submit to USGBC for review of LEED CS.
Leadership in Energy and Environmental Design (LEED) Guidelines					
E.3.8.04	The development of larger projects allows for more comprehensive sustainability planning and design, such as efficiency in water use, stormwater management, renewable energy sources and carbon reduction features. A larger development project is defined as one with two or more buildings on a lot one acre or larger in size. Such development projects should have sustainability requirements and GHG reduction targets that address neighborhood planning, in addition to the sustainability requirements for individual buildings (See Standard E.3.8.03 above). These should include being certified or equivalently verified at a LEED-ND (neighborhood development), Silver level or higher, and mandating a phased reduction of GHG emissions over a period of time as prescribed in the 2030 Challenge. The sustainable guidelines listed below are also relevant to the project area. They relate to but do not replace LEED	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
Building Design Guidelines					
E.3.8.05	Buildings should incorporate narrow floor plates to allow natural light deeper into the interior.	Major living areas of plans all at exterior edge	Major living areas of plans all at exterior edge	Major living areas of plans all at exterior edge	Office 2 has a courtyard to allow natural light deeper into the interior. Buildings 1 and 3 are smaller floorplates and would achieve good daylighting
E.3.8.06	Buildings should reduce use of daytime artificial lighting through design elements, such as bigger wall openings, light shelves, clerestory lighting, skylights, and translucent wall materials.	Clerestory windows are incorporated, large window areas are incorporated	Clerestory windows are incorporated, large window areas are incorporated	Clerestory windows are incorporated, large window areas are incorporated	Large window areas are incorporated. 10' ceilings will alllow daylight to penetrate deep into the space.
E.3.8.07	Buildings should allow for flexibility to regulate the amount of direct sunlight into the interiors. Louvered wall openings or shading devices like *bris soleils* help control solar gain and check overheating. *Bris soleils* , which are permanent sun-shading elements, extend from the sun- facing façade of a building, in the form of horizontal or vertical projections depending on sun orientation, to cut out the sun's direct rays, help protect windows from excessive solar light and heat and reduce glare within.	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Walls are stepping to create some shade pockets. Trellises, porches, or awnings shade some windows (for example at building 2 as shown on E5 and building 1 as shown on E1). Typical window recess is shown at 9 inches on A15.2, A15.4, A15.6.
E.3.8.08	Where appropriate, buildings should incorporate arcades, trellis and appropriate tree planting to screen and mitigate south and west sun exposure during summer. This guideline would not apply to downtown, the station area and the west side of El Camino Real where buildings have a narrower setback and street trees provide shade.	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Arcades and trellis are incorporated.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.8.09	Operable windows are encouraged in new buildings for natural ventilation.	Can be incorporated in the window design	Can be incorporated in the window design	Can be incorporated in the window design	Can be incorporated in the window design.
E.3.8.10	To maximize use of solar energy, buildings should consider integrating photovoltaic panels on roofs.	TBD, west roof areas adequate for pv panels	TBD, west roof areas adequate for pv panels	TBD, west roof areas adequate for pv panels	15% of the roof area has been identified for PV
E.3.8.11	Inclusion of recycling centers in kitchen facilities of commercial and residential buildings shall be encouraged. The minimum size of recycling centers in commercial buildings should be 20 cubic feet (48 inches wide x 30 inches deep x 24 inches high) to provide for garbage and recyclable materials.	not applicable	not applicable	not applicable	Recology provides for both recycle and composting .
Stormwater and Wastewater Management Guidelines					
E.3.8.12	Buildings should incorporate intensive or extensive green roofs in their design. Green roofs harvest rain water that can be recycled for plant irrigation or for some domestic uses. Green roofs are also effective in cutting-back on the cooling load of the air conditioning system of the building and reducing the heat island effect from the roof surface.	Green Roof area is provided at 4th floor above lobby area.	Green Roof area is provided at 5th floor above lobby area.	Green Roof area is provided at 5th floor above lobby area.	No Green roofs are planned for the office buildings.
E.3.8.13	Projects should use porous material on driveways and parking lots to minimize stormwater run-off from paved surfaces.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	The stormwater treatmemt approach is identified in the civil sheets.
Landscaping Guidelines					
E.3.8.14	Planting plans should support passive heating and cooling of buildings and outdoor spaces.	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and outdoor spaces.
E.3.8.15	Regional native and drought resistant plant species are encouraged as planting material.	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting material.
E.3.8.16	Provision of efficient irrigation system is recommended, consistent with the City's Municipal Code Chapter 12.44 "Water-Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".
Lighting Standards					
E.3.8.17	Exterior lighting fixtures shall use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.
E.3.8.18	Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security.	All strucured parking is below grade.	All strucured parking is below grade.	All strucured parking is below grade.	All strucured parking is below grade.
Lighting Guidelines					
E.3.8.19	Energy-efficient and color-balanced outdoor lighting, at the lowest lighting levels possible, are encouraged to provide for safe pedestrian and auto circulation.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.20	Improvements should use ENERGY STAR-qualified fixtures to reduce a building’s energy consumption.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.21	Installation of high-efficiency lighting systems with advanced lighting control, including motion sensors tied to dimmable lighting controls or lighting controlled by timers set to turn off at the earliest practicable hour, are recommended.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
Green Building Material Guidelines					
E.3.8.22	The reuse and recycle of construction and demolition materials is recommended. The use of demolition materials as a base course for a parking lot keeps materials out of landfills and reduces costs.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.23	The use of products with identifiable recycled content, including post-industrial content with a preference for post-consumer content, are encouraged.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.8.24	Building materials, components, and systems found locally or regionally should be used, thereby saving energy and resources in transportation.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.25	A design with adequate space to facilitate recycling collection and to incorporate a solid waste management program, preventing waste generation, is recommended.	Recyling center for collection provided	Recyling center for collection provided	Recyling center for collection provided	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.26	The use of material from renewable sources is encouraged.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.

Arborist Report

300-550 El Camino Real
Menlo Park, CA

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May 19, 2017

Arborist Report
300-550 El Camino Real
Menlo Park, CA

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Tree Assessment Map
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Arborist Report
300-550 El Camino Real
Menlo Park, CA

Introduction and Overview

Stanford Real Estate is planning to redevelop properties at 300-550 El Camino Real in Menlo Park, CA. Currently the site is a series of vacant commercial buildings with associated landscapes and parking lots. In 2012 Ray Morneau prepared a Tree Inventory Report for the site. In 2015, HortScience, Inc. updated that report by preparing a Tree Inventory and Assessment Report for the site. Now that project plans have been prepared, an Arborist Report has been prepared using the tree inventory and project site development plans. This report provides the following information:

1. A survey of trees currently growing on the site.
2. An assessment of the impacts of constructing the proposed project on the trees.
3. Recommendations for tree removal and replacement.
4. Guidelines for tree preservation during the design, construction and maintenance phases of development.

Tree Assessment Methods

Trees were assessed on March 20, 2015. The survey included trees 4" in diameter and greater, located within and adjacent to the proposed project area and all street trees. The assessment procedure consisted of the following steps:

1. Identifying the tree as to species;
2. Measuring the trunk diameter at 4.5' above grade. For multi-trunked trees, trunk diameter is measured at the point where the trunks divide. If the multiple trunks arise from ground level, each trunk is measured at 4.5' above grade (per direction of City Arborist).
3. Evaluating the health and structural condition using a scale of 1 – 5:

   5 - A healthy, vigorous tree, reasonably free of signs and symptoms of disease, with good structure and form typical of the species.

   4 - Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.

   3 - Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.

   2 - Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.

   1 - Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated.

4. Rating the suitability for preservation as "high", "moderate" or "low". Suitability for preservation considers the health, age and structural condition of the tree, and its potential to remain an asset to the site for years to come.

   High: Trees with good health and structural stability that have the potential for longevity at the site.

   Moderate: Trees with somewhat declining health and/or structural defects that can be abated with treatment. The tree will require more intense

management and monitoring, and may have shorter life span than those in 'high' category.

Low: Tree in poor health or with significant structural defects that cannot be mitigated. Tree is expected to continue to decline, regardless of treatment. The species or individual may have characteristics that are undesirable for landscapes and generally are unsuited for use areas.

Description of Trees

One hundred six (106) trees representing 12 species were evaluated (Table 1). The assessment included 42 street trees and 22 off-site trees located at the northeast and northwest property lines that had canopies overhanging the property. Descriptions of each tree are found in the ***Tree Assessment Form*** and approximate locations are plotted on the ***Tree Inventory Map*** (see Exhibits).

Table 1. Condition ratings and frequency of occurrence of trees 300-550 El Camino Real, Menlo Park, CA

Common Name	Scientific Name	Condition				Total
		Dead (0)	Poor (1-2)	Fair (3)	Good (4-5)	
Tree of heaven	*Ailanthus altissima*	-	1	2	-	**3**
Blue gum	*Eucalyptus globulus*	-	9	-	-	**9**
Silver dollar gum	*Eucalyptus polyanthemos*	-	4	2	-	**6**
Wilson holly	*Ilex* 'Wilsonii'	-	-	3	-	**3**
Hollywood juniper	*Juniperus chinensis* 'Kaizuka'	-	-	1	-	**1**
Canary Island date palm	*Phoenix canariensis*	-	-	5	-	**5**
Italian stone pine	*Pinus pinea*	1	1	3	-	**5**
London plane	*Platanus* x *hispanica*	-	-	9	43	**52**
Coast live oak	*Quercus agrifolia*	1	2	6	-	**9**
Holly oak	*Quercus ilex*	-	1	5	-	**6**
Valley oak	*Quercus lobata*	-	1	-	-	**1**
Coast redwood	*Sequoia sempervirens*	-	-	-	6	**6**
Total		**2**	**19**	**36**	**49**	**106**

Overall, 46% of the trees were in good, 34% in fair condition, and 18% in poor condition. Two trees had died since 2012: Italian stone pine #58 (36" trunk diameter) and coast live oak #28 (4" diameter). Trees ranged from young to mature with trunk diameters from 2" to 44" (13" diameter average) for single trunked trees. Fourteen trees had two or more trunks.

London plane was the most common tree assessed (52 trees, 50% of the population). The majority (42 trees) of these trees were street trees growing along El Camino Real (Photo 1). Ten trees were off-site, located along the northeast property line. The London planes ranged from young to semi-mature with trunk diameters ranging from 2 to 19". The majority of the trees were young with an average diameter of 8". The London planes were in good condition (43 trees) with nine trees in fair condition and none in poor condition. London plane was one of only two species rated in good condition.

Nine coast live oaks were assessed on-site. They ranged in condition from fair (9 trees) to poor (2 trees) with one dead tree. The coast live oaks ranged from young (4" trunk diameter) to mature (25" trunk diameter) with an average diameter of 11". The largest of the coast live oaks (#115), located off-site on the northeast property line, was declining potentially from irrigation spray directly on the trunk (Photo 2).

Photo 1 (far left). London plane street trees (#39 in front) lined El Camino Real.

Photo 2 (near left). Off-site coast live oak #115 was declining, likely from irrigation spray on the trunk. Bleeding at the base of the trunk indicates possible root disease.

Nine off-site blue gum eucalyptus were assessed on the northwest boundary of the property. Some of these trees appeared to be the dwarf cultivar (*Eucalyptus globulus* 'Compacta'). These trees had been topped to maintain clearance for overhead utilities, resulting in their poor condition (Photo 3). The blue gums were semi-mature to mature with the smallest diameter of the group being 19".

Six silver dollar gums were growing in small openings in the asphalt. These trees were in poor to fair condition with no trees in good condition. Four of the silver dollar gums were small volunteers (#80-83) while two were mature planted trees (#84 & 85).

Photo 3 – The off-site blue gums along the northwest boundary of the property had been topped for utilities.

Six coast redwoods were present throughout the site. They were all in good condition and varied in diameter from 17" to 25".

Six holly oaks were growing along internal fences separating the properties from each other. They were in fair (5 trees) to poor (1 tree) condition with no trees in good condition.

Three species were represented by five individuals or fewer:

- Five Canary Island pines were growing near the southeastern corner of the property.
- Five Italian stone pines (Photo 4).
- Three trees of heaven.
- Three Wilson hollies.
- One Hollywood juniper.
- One large valley oak in poor condition.

While we did not assess individual trees along the Caltrain Right of Way (Trees #128-222, tagged and described by Ray Morneau in 2012), we walked the edge to evaluate overall condition. The vegetation was almost exclusively coast live oak and coast redwood that appeared healthy (Photo 5). We did note that tree #214 was declining.

Photo 4. Italian stone pine #59 was in fair condition; #58 (on left) was dead.

Photo 5. Coast live oaks along the Caltrain ROW formed an attractive and functional screen.

City of Menlo Park Protected Trees

The City of Menlo Park Municipal Code Ch. 13.24 protects Heritage trees, which are defined as:

1. Any tree having a trunk diameter of 15” or more.
2. Any oak tree native to California with a trunk diameter of 10” or more.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Ay tree with more than one trunk measured at the highest point where the trunks divide, with a diameter of 15” or more, with the exception of trees that are under 12’ in height.

Of the 106 trees assessed, there were 34 trees that met the criteria for *Heritage* trees by the City of Menlo Park Municipal Code Chapter 13.24. Tree #58 was dead and therefore not included in the *Heritage* tree designation. In addition, there were 42 street trees that are protected, but are not of sufficient size to be classified as *Heritage*. Tree protection status of individual trees is identified in the *Tree Assessment* (see Exhibits).

Heritage trees are required to be preserved and maintained in a state of good health. A permit from the City is required to remove or prune more than one fourth of the canopy and/or roots.

Suitability for Preservation

Before evaluating the impacts that will occur during development, it is important to consider the quality of the tree resource itself, and the potential for individual trees to function well over an extended length of time. Trees that are preserved on development sites must be carefully selected to make sure that they may survive development impacts, adapt to a new environment and perform well in the landscape.

Our goal is to identify trees that have the potential for long-term health, structural stability and longevity. For trees growing in open fields, away from areas where people and property are present, structural defects and/or poor health presents a low risk of damage or injury if they fail. However, we must be concerned about safety in use areas. Therefore, where development encroaches into existing plantings, we must consider their structural stability as well as their potential to grow and thrive in a new environment. Where development will not occur, the normal life cycles of decline, structural failure and death should be allowed to continue.

Evaluation of suitability for preservation considers several factors:

- **Tree health**
  Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees. For example, valley oak #69 is less likely to tolerate construction impacts than a healthier valley oak.

- **Structural integrity**
  Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely.

- **Species response**
  There is a wide variation in the response of individual species to construction impacts and changes in the environment. For instance, both coast redwood and Canary Island date palm are more tolerant of construction impacts than eucalyptus.

- **Tree age and longevity**
  Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.

- **Species invasiveness**
  Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database (http://www.cal-ipc.org/paf/) lists species identified as being invasive. Menlo Park is part of the Central West Floristic Province. Tree of heaven is identified as moderate invasiveness. Blue gum and Canary Island date palm are identified as limited invasiveness.

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (see ***Tree Assessment Forms*** in Exhibits, and Table 2). We consider trees with good suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with poor suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Table 2: Tree suitability for preservation
300-550 El Camino Real, Menlo Park, CA

High These are trees with good health and structural stability that have the potential for longevity at the site. Forty-nine (49) trees had high suitability for preservation.

Moderate Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter life-spans than those in the "high" category. Seventeen (17) trees had moderate suitability for preservation.

Low Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas. Thirty-eight (38) had low suitability for preservation.

Common Name	**Suitability for Preservation**			**Total**
	Low	Moderate	High	
London plane	2	7	43	**52**
Canary Island date palm	-	5	-	**5**
Hollywood juniper	1	-	-	**1**
Coast live oak	5	3	-	**8**
Holly oak	5	1	-	**6**
Wilson holly	2	1	-	**3**
Italian stone pine	4	-	-	**4**
Valley oak	1	-	-	**1**
Tree of heaven	3	-	-	**3**
Silver dollar gum	6	-	-	**6**
Blue gum	9	-	-	**9**
Coast redwood	-	-	6	**6**
Total	**38**	**17**	**49**	**104***

* Does not include two dead trees.

We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where

people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Often the largest trees are the ones given the highest priority for preservation. At this site, prominent trees included three Italian stone pines, one valley oak, one coast live oak, and four coast redwoods (Table 3).

Table 3: Prominent trees
300-550 El Camino Real, Menlo Park, CA

Tag #	Species	Trunk Diameter	Condition	Suitability for preservation	Comments.
48	Italian stone pine	36	Poor	Low	Leaning and strongly asymmetric to W.; canopy low over building; torsion cracks in scaffolds suspected; surrounded by pavement; no basal flare.
49	Italian stone pine	36	Fair	Low	Leaning W.; surrounded by pavement; no basal flare; roots disrupting pavement.
59	Italian stone pine	26	Fair	Low	Asymmetric canopy to N.; surrounded by pavement; no basal flare; roots disrupting pavement.
69	Valley oak	44	Poor	Low	Several very large pruning wounds with decay; sulfur fungus conk; asymmetric form to W.; high likelihood of failure.
115	Coast live oak	25	Fair	Low	In narrow planting strip; thin; twig dieback; poor color; sprinkler head near trunk; base moist; wounds on trunk.
116	Coast redwood	24	Good	High	In narrow planting strip.
117	Coast redwood	25	Good	High	In narrow planting strip.
118	Coast redwood	25	Good	High	In narrow planting strip.
123	Coast redwood	26	Good	High	Trunk fills narrow planting space.

The trees in the best condition and with the highest potential for future performance were the four coast redwoods #116-118, 123. Redwoods are drought sensitive, however, and if adequate water cannot be provided, they will decline. Furthermore, they are sensitive to salts present in some recycled water. Therefore, suitability for preservation of the redwoods depends on the ability to provide high quality water into the future.

Italian stone pines #48, 49, and 56 were impressive specimens that were visible from El Camino Real. They pose some difficulties in preservation, however. Because of their heavy, asymmetric crowns and shallow, wide-spreading root system they require large spaces to remain stable.

- Tree #48 was leaning heavily over the existing building (Photo 6). There appeared to be torsion cracks in the large scaffold branches. It is unlikely the building could be demolished without damaging this tree. Based on our visual inspection we consider this tree to have a high likelihood for failure. We recommend removing it.

Photo 6. Italian stone pine #48

- Tree #49 was leaning away from #48, and its canopy was asymmetric. The base of the tree appeared to be buried (Photo 7). Roots were pushing up the pavement. Retaining this tree would require establishing a tree protection zone at the dripline in which no construction, utilities, excavation, or use occurs. A root collar excavation to determine condition of the base of the tree is recommended if retention of the tree is considered. Based on our visual inspection we consider this tree to have a medium likelihood for failure.

Photo 7. Italian stone pine #49 (inset is base of tree).

- Tree # 59 was leaning away from dead tree #58 (Photos 8 and 4). Retaining this tree would require establishing a tree protection zone that encompasses the potential fall zone (minimum distance equal to the height of the tree). Because of the lack of basal flare, a root collar excavation to determine condition of the base of the tree is recommended if retention of the tree is considered. Based on our visual inspection we consider this tree to have a medium likelihood for failure.

Photo 8. Italian stone pine #59 on left; dead pine #58 on right has since been removed under permit.

Valley oak #69 was an old tree that has experienced several branch failures and crown reductions from pruning (Photo 9). Extensive internal decay was evident in the resultant wounds.

Remnants of sulfur fungus that decays heartwood was present. It is probable that this tree will fail within a five-year time frame. If the tree is retained, all use and activity would need to be excluded within the potential fall zone (minimum distance equal to the height of the tree).

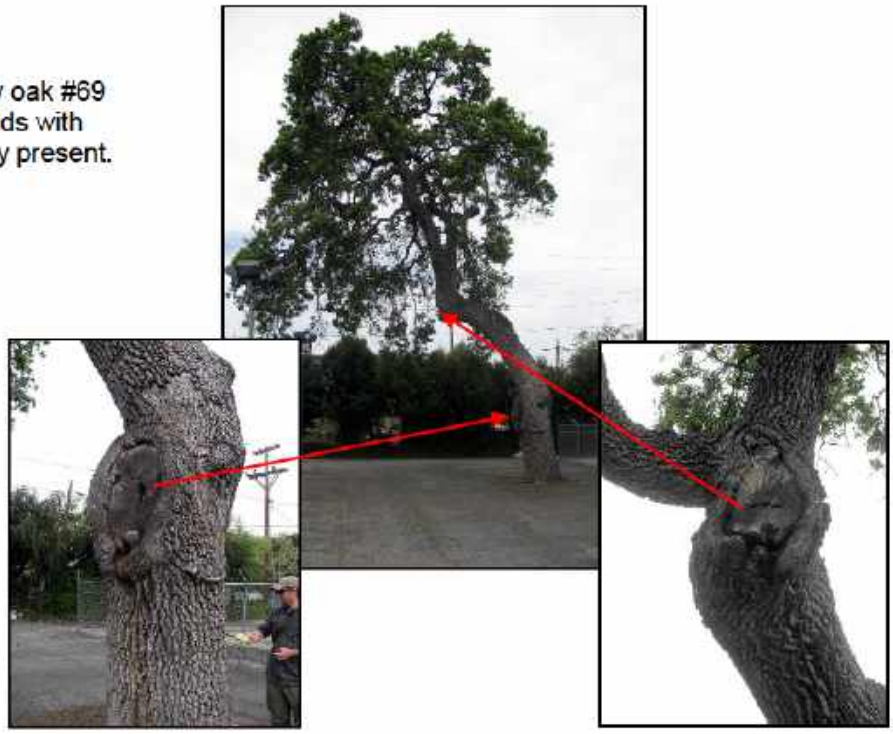


Photo 9. Valley oak #69 had large wounds with extensive decay present.

Coast live oak #115 was in decline. Note the poor foliage color and density in Photo 11. Healthy coast live oak foliage is deep green and dense, as illustrated in Photo 5. There was an irrigation head near the base of the trunk and the area was wet (arrow in Photo 11 inset). Based on the symptoms, it is likely that the tree has root disease. There were also wounds at the base of the tree and possibly decay. For these reasons we rated the suitability for preservation as low.

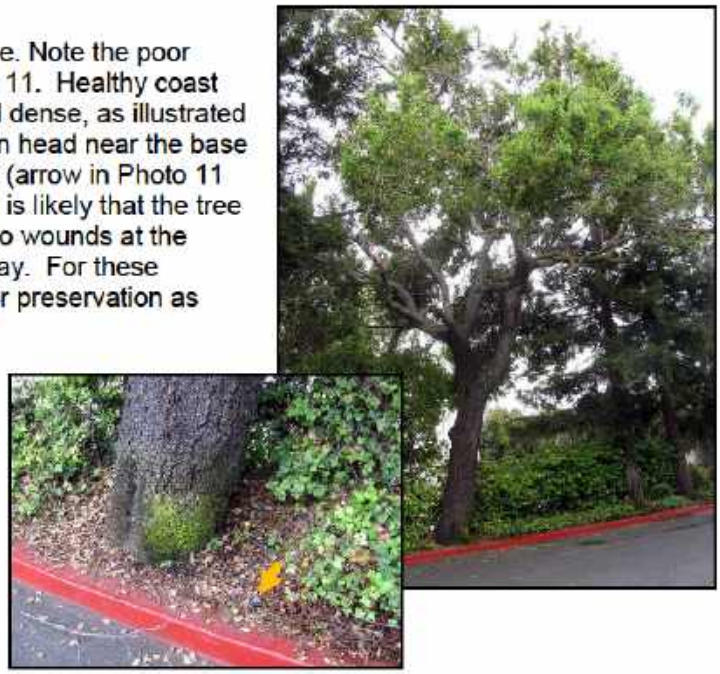


Photo 11. Coast live oak #115.

Evaluation of Impacts and Recommendations for Preservation

Appropriate tree retention develops a practical match between the location and intensity of construction activities and the quality and health of trees. The *Tree Assessment* was the reference point for tree condition and quality. In assessing potential impacts to trees I reviewed the project Preliminary Grading and Drainage Plans and Utility Plans (Sandis, 2/24/17).

The plans for the site are to completely demolish the existing buildings and site features and build a new mix-use project. As a result, all on-site trees will be removed, including 12 Heritage trees, five of which are in poor condition, and 21 non-Heritage trees, 5 of which are in poor condition. In addition, three street trees will be removed to construct driveways into the project off El Camino Real; Heritage trees and street trees proposed for removal are listed in Table 4; non-Heritage trees, in Table 5.

Thirty-nine (39) street trees (London planes, average 8" diameter) will be preserved. Stanford intends to preserve and protect all off-site trees regardless of current condition (Table 6). Because these trees are located within paved areas, they are within a few feet of project demolition and construction. Impacts to tree roots are expected to be moderate to severe. Protecting the trees from excessive damage will require close attention to work procedures as described in the Tree Protection Guidelines. The most important action is:

> Maintain a 15' Tree Protection Zone from Heritage trees and 5' from street trees and non-Heritage trees in which no open trenching for utility installation is allowed. Avoid any excavation within this zone. Maintain the existing subgrade to the extent possible. Any construction activity within the Tree Protection Zone must be monitored and assessed by a qualified arborist.

Regarding the off-site trees, I recommend that the owner of coast live oak #115 have the tree examined by a qualified arborist to determine the extent of decay in the lower trunk and if a root disease is present. If the tree is likely to fail, it would be prudent to remove it before construction.

Table 4. Heritage trees and street trees proposed for removal.

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
Heritage Trees			
48	Italian stone pine	36	Low
49	Italian stone pine	36	Low
59	Italian stone pine	26	Low
69	Valley oak	44	Low
71	Tree of heaven	23	Low
72	Tree of heaven	15	Low
78	Coast live oak	11	Low
79	Coast live oak	8, 6	Low
84	Silver dollar gum	26	Low
86	Silver dollar gum	32	Low
276	Coast live oak	14	Low
277	Tree of heaven	15	Low
Street Trees			
23	London plane	8	High
24	London plane	9	High

65	London plane	3	Moderate

Table 5. Non-Heritage trees proposed for removal.

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
12	Hollywood juniper	11, 6, 5, 3	Low
25	Coast live oak	5, 4, 2, 2, 2	Moderate
26	Coast live oak	3, 3	Moderate
27	Holly oak	10, 8	Moderate
28	Coast live oak	4	Dead
29	Wilson holly	6	Low
30	Wilson holly	6	Low
31	Coast live oak	6	Moderate
32	Wilson holly	7	Moderate
58	Italian stone pine	36	Dead
60	Holly oak	4, 4	Low
66	Holly oak	11	Low
67	Holly oak	10	Low
68	Holly oak	12	Low
70	Holly oak	13	Low
73	Coast live oak	6	Low
74	Italian stone pine	9	Low
80	Silver dollar gum	6, 5, 4	Low
81	Silver dollar gum	10, 10	Low
82	Silver dollar gum	9, 7, 7, 5	Low
83	Silver dollar gum	6, 6	Low

Table 6. Off-site trees to be preserved.

Tag #	Species	Heritage Tree?	Trunk Diameter (in.)	Suitability for Preservation
101	Blue gum	Yes	21	Low
102	Blue gum	Yes	30	Low
103	Blue gum	Yes	25	Low
104	Blue gum	Yes	19	Low
105	Blue gum	Yes	19	Low
106	Blue gum	Yes	28	Low
107	Blue gum	Yes	26	Low
108	Blue gum	Yes	20	Low
109	Blue gum	Yes	24	Low
110	London plane	No	7	Low
111	London plane	No	6	Low

Tag #	Species	Heritage Tree?	Trunk Diameter (in.)	Suitability for Preservation
112	London plane	No	8	Moderate
113	Coast redwood	Yes	17	High
114	Coast redwood	Yes	19	High
115	Coast live oak	Yes	25	Low
116	Coast redwood	Yes	24	High
117	Coast redwood	Yes	25	High
118	Coast redwood	Yes	25	High
119	London plane	No	12	High
121	London plane	No	8	Moderate
122	London plane	Yes	15	High
123	Coast redwood	Yes	26	High
124	London plane	No	11	High
125	London plane	No	7	High
126	London plane	No	10	High
127	London plane	No	9	Moderate

Tree Preservation Guidelines

The goal of tree preservation is not merely tree survival during development but maintenance of tree health and beauty for many years. Trees retained on sites that are either subject to extensive injury during construction or are inadequately maintained become a liability rather than an asset. The response of individual trees depends on the amount of excavation and grading, care with which demolition is undertaken, and construction methods. Coordinating any construction activity inside the **TREE PROTECTION ZONE** can minimize these impacts.

The following recommendations will help reduce impacts to trees from development and maintain and improve their health and vitality through the clearing, grading and construction phases.

Trees to be Preserved

#1-4, 13-24, 35-47, 50-57, 61-65, 101-119, 121-127.

Tree Protection Zone

Because trees to be preserved are located within paved areas, they are within a few feet of project demolition and construction. Maintain a 15' Tree Protection Zone from Heritage trees and 5' from street trees and non-Heritage trees.

a. No grading, excavation, construction or storage or dumping of materials shall occur within the **TREE PROTECTION ZONE (TPZ)** without prior authorization.

b. No open trenches for underground services including utilities, sub-drains, water, irrigation or sewer shall be placed in the **TPZ**.

Design Guidelines

1. Plot accurate locations of all trees to be preserved on all project plans. Identify the **TREE PROTECTION ZONE** for each tree.

2. Any changes to the plans affecting the trees should be reviewed by the consulting arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.

3. To minimize excavation near trees to be retained, design pavements and curbs at similar finish grades as existing features.
4. Consider the vertical clearance requirements near trees during design. Avoid designs that would require pruning more than 20% of a tree's canopy.
5. Irrigation systems must be designed so that no trenching that severs roots larger than 1" in diameter will occur within the **TPZ**.
6. **Tree Preservation Guidelines** prepared by the Consulting Arborist, which include specifications for tree protection during demolition and construction, should be included on all plans.
7. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use.
8. Do not lime the subsoil within 50' of any tree. Lime is toxic to tree roots.
9. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.

Demolition and Pre-Construction Recommendations

1. The demolition and construction superintendents shall meet with the project arborist before beginning work to review all work procedures, access routes, storage areas, and tree protection measures.
2. Prior to beginning demolition, install tree protection fencing along the property line adjacent to trees #101-119, 121-127. Fencing shall be 6' chain link with posts sunk into the ground. Fencing shall remain until all construction is complete.
3. Prior to beginning demolition of the sidewalk around the street trees, install temporary trunk protection devices such as winding silt sock wattle or wood planks around trunks or stacking hay bales around tree trunks to a height of approximately 5'. Any low branches that are within the work zone should also be protected. Do not retain wattling around tree trunks for more than 2-3 weeks to avoid damaging trunks from excess moisture.

4. Prune trees to be preserved to clean the crown of dead branches 1" and larger in diameter, raise canopies as needed for construction activities. All pruning shall be done by a State of

California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300). The project arborist will provide pruning specifications prior to site demolition. Branches extending into the work area that can remain following demolition shall be tied back and protected from damage.

5. All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. To the extent feasible tree pruning and removal should be scheduled outside of the breeding season. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.
6. Any changes to the plans affecting the trees should be reviewed by the project arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.
7. Tree(s) to be removed that have branches extending into the canopy of tree(s) or located within the **TPZ** of tree(s) to remain shall be removed by a Certified Arborist or Certified Tree Worker and not by the demolition contractor. The Certified Arborist or Certified Tree Worker shall remove the trees in a manner that causes no damage to the tree(s) and understory to remain. Stumps shall be ground below grade.
8. All down brush and trees shall be removed from the **TPZ** either by hand, or with equipment sitting outside the **TPZ**. Extraction shall occur by lifting the material out, not by skidding across the ground. Brush shall be chipped and spread beneath the trees within the **TPZ.**
9. Structures and underground features to be removed within the **TPZ** shall use equipment that will minimize damage to trees above and below ground, and operate from outside the **TPZ**.

Tree Protection during Construction

1. After demolition is completed
2. Any grading or construction work within the **TPZ** of trees to be preserved shall be monitored by the project arborist.
3. Any root pruning within the **TPZ** of trees that is required for construction purposes shall receive the prior approval of and be supervised by the project arborist.
    a. Do not cut roots of any size within 5’ of tree trunks.
    b. Roots larger than 2” diameter shall be left intact. Where possible, tunnel under roots. If root cutting cannot be avoided, the project arborist must observe and advise regarding effects of root removal on tree health and stability.
    c. Roots shall be cut with pruners or hand saw to provide a flat and smooth cut.
4. Do not lime the soil within 20’ of trees. Hydrated lime and quick lime are toxic to tree roots.
5. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.
6. Spoil from trench, footing, utility or other excavation shall not be placed within the **TPZ**, neither temporarily nor permanently.
7. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the project arborist so that appropriate treatments can be applied.

8. Irrigate redwoods to provide adequate moisture to sustain tree health. Plan to apply approximately 60 gallons of water weekly to each tree. During hot weather, additional water will be required.
9. Trees that accumulate a sufficient quantity of dust on their leaves, limbs and trunk as judged by the project arborist shall be spray-washed at the direction of the project arborist.

Tree Protection during Landscape Construction

1. Irrigation systems must be installed so that no trenching severs roots larger than 1" in diameter within the **TREE PROTECTION ZONE**.
2. New landscape to be installed within the **TREE PROTECTION ZONE** shall occur without damaging tree roots by using a pneumatic air spade/air knife or similar to create the planting hole and prepare the soil. The project arborist shall meet with the landscape contract prior to beginning work to discuss work procedures.
3. Soils that have been compacted during constructed shall be decompacted by tilling with a pneumatic air spade/air knife that leaves the tree roots intact. After decompacting the soil, spread 2" compost over the soil surface and incorporate using the pneumatic air spade/air knife.

Summary

Stanford Real Estate is planning to redevelop properties at 300-550 El Camino Real in Menlo Park, CA. Currently the site is a series of vacant commercial buildings with associated landscapes and parking lots. The inventory included trees 4" in diameter and greater, located within and adjacent to the proposed project area.

One hundred six (106) trees representing 12 species were evaluated. There were 42 street trees, all London planes. Tree species on the site included blue gum, tree of heaven, silver dollar gum, Wilson holly, Hollywood juniper, Canary Island date palm, Italian stone pine, coast live oak, holly oak, valley oak and coast redwood. Overall, 46% of the trees were in good, 34% in fair condition, and 18% in poor condition. Two trees were dead, including mature Italian stone pine #58.

In addition there were 95 trees along the Caltrain right-of-way that were not included in our inventory. The trees provided an attractive and effective screen.

Trees were rated for suitability for preservation, which is the long-term potential for a tree to be an asset to the site. Ratings were: high, 49 trees; moderate, 17 trees; and low, 38 trees. We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Often the largest trees are the ones given the highest priority for preservation. At this site, prominent trees included three Italian stone pines (#48, 49, 59), one valley oak (#69), one coast live oak (#115 located off-site), and four coast redwoods (#116, 117, 118, 123, located off-site). Of these, all except the redwoods had significant health and/or structural problems that make them poor candidates for preservation. The redwoods were in good condition and, if they are regularly irrigated with high quality irrigation water, are good candidates for preservation.

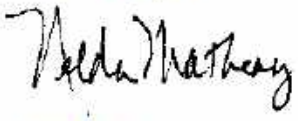
In assessing potential impacts to trees I reviewed the project Preliminary Grading and Drainage Plans and Utility Plans (Sandis, 2/24/17). The plans for the site are to completely demolish the

existing buildings and site features and build a new mixed-use project. As a result, all on-site trees will be removed, including 12 Heritage trees, five of which are in poor condition, and 21 non-Heritage trees, 5 of which are in poor condition. In addition, three street trees will be removed to construct driveways into the project off El Camino Real.

Thirty-nine (39) street trees (London planes, average 8" diameter) will be preserved. Stanford intends to preserve and protect all off-site trees regardless of current condition. Because these trees are located within paved areas, they are within a few feet of project demolition and construction. Impacts to tree roots are expected to be moderate to severe. Protecting the trees from excessive damage will require close attention to work procedures as described in the Tree Protection Guidelines.

If you have any questions about my observations or recommendations, please contact me.

HortScience, Inc.



Nelda Matheny
Board Certified Master Arborist WE-0195B

Exhibits

Tree Inventory Map
Tree Assessment Map
Tree Inventory Data

HORT SCIENCE

Tree Inventory Map

300-550 El Camino Real
Menlo Park, CA

Prepared for:

Stanfrod University

April 3, 2015

Notes:
1. Tree locations are approximate.

2. Basemap is ESRI aerial image.

Legend

○ Trees

N

260

Feet

HORT SCIENCE
325 Ray Street
Pleasanton, CA 94566
Phone (925) 484-0211
Fax (925) 484-0596

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Tree Assessment Map

300-550 El Camino Real
Menlo Park, CA

Prepared for:
Stanfrod University

March 20, 2015

Notes:
1. Tree locations are approximate.

2. Basemap is ESRI aerial image.

3. Colors represent suitability for preservation.

Text

Legend

Suitability for Preservation

- Dead
- High
- Low
- Moderate

N

260 Feet

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

K21

Revised April 10, 2015

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Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
1	London plane	6	Street tree	3	Moderate	Preserve	Street tree; iron grate; curve in trunk.
2	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate.
3	London plane	7	Street tree	4	High	Preserve	Street tree; iron grate.
4	London plane	3	Street tree	3	Moderate	Preserve	Street tree; top dead; restructure.
5	Canary Island date palm	25	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'.
6	Canary Island date palm	31	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
7	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
8	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
9	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 23'; frond tips chlorotic.
12	Hollywood juniper	11, 6, 5, 3	No	3	Low	Remove	Dead branch; in planter against building.
13	London plane	11	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
14	London plane	5	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
15	London plane	10	Street tree	4	High	Preserve	Street tree; iron grate around trunk; leaning S. slightly.
16	London plane	9	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
17	London plane	9	Street tree	3	Moderate	Preserve	Street tree; iron grate around trunk; bow in trunk.
18	London plane	8	Street tree	4	High	Preserve	Street tree; iron grate around trunk; bow in trunk.
19	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
20	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
21	London plane	7	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
22	London plane	4	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
23	London plane	8	Street tree	4	High	Remove	Street tree; iron grate around trunk.
24	London plane	9	Street tree	4	High	Remove	Street tree; iron grate around trunk.
25	Coast live oak	5, 4, 2, 2, 2	No	3	Moderate	Remove	Poor structure; multiple trunks; pruned flat against chain link fence.
26	Coast live oak	3, 3	No	3	Moderate	Remove	Codominant at base; hedged against fence.
27	Holly oak	10, 8	No	3	Moderate	Remove	Codominant at base; pruned flat against fence.
28	Coast live oak	4	No	0	-	Remove	Dead.
29	Wilson holly	6	No	3	Low	Remove	Thin; water stressed; hedged along fence.
30	Wilson holly	6	No	3	Low	Remove	Thin; water stressed; hedged along fence.
31	Coast live oak	6	No	3	Moderate	Remove	Hedged along fence.
32	Wilson holly	7	No	3	Moderate	Remove	Hedged along fence.
35	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
36	London plane	10	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
37	London plane	9	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
38	London plane	19	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
39	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
40	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
41	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
42	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
43	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
44	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
45	London plane	7	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
46	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
47	London plane	6	Street tree	4	High	Preserve	Street tree; metal grate around trunk; crown bowed W. away from adjacent pine.
48	Italian stone pine	36	Heritage tree	2	Low	Remove	Leaning and strongly asymmetric to W.; canopy low over building; torsion cracks in scaffolds suspected; surrounded by pavement; no basal flare.
49	Italian stone pine	36	Heritage tree	3	Low	Remove	Leaning W.; surrounded by pavement; no basal flare; roots disrupting pavement.
50	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
51	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
52	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
53	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk; distorted at base from grate.
54	London plane	3	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
55	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
56	London plane	11	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
57	London plane	7	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
58	Italian stone pine	36	Dead	0	-	Remove	Dead.
59	Italian stone pine	26	Heritage tree	3	Low	Remove	Asymmetric canopy to N.; surrounded by pavement; no basal flare; roots disrupting pavement.
60	Holly oak	4, 4	No	3	Low	Remove	Codominant trunks arise at base top bowed to W.
61	London plane	2	Street tree	4	High	Preserve	Street tree; recent planting.
62	London plane	5	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
63	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
64	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
65	London plane	3	Street tree	3	Moderate	Remove	Street tree; metal grate around trunk; stakes should be removed; cord at 18" partially girdling trunk.
66	Holly oak	11	No	3	Low	Remove	Multiple branches arise at 6'; no central trunk.
67	Holly oak	10	No	2	Low	Remove	W. side of trunk and lower branch dead; poor structure.
68	Holly oak	12	No	3	Low	Remove	Multiple branches at 10'; in small planting space against building.
69	Valley oak	44	Heritage tree	2	Low	Remove	Several very large pruning wounds with decay; sulfur fungus conk; asymmetric form to W.; high likelihood of failure.
70	Holly oak	13	No	3	Low	Remove	Poor structure; multiple branches arise at 8-10'; topped; in small opening in pavement with ivy.
71	Tree of heaven	23	Heritage tree	3	Low	Remove	Engulfed in ivy; asymmetric to W.
72	Tree of heaven	15	Heritage tree	3	Low	Remove	Engulfed in ivy; topped at 20'; multiple branches.
73	Coast live oak	6	No	2	Low	Remove	Topped at 4'; against fence in ivy.
74	Italian stone pine	9	No	3	Low	Remove	Asymmetric form. to N.; at base of utility pole; narrow planting strip against fence; ivy.
78	Coast live oak	11	Heritage tree	3	Low	Remove	Multiple trunks at 6'; no central leader; growing through chain link fence; surrounded by pavement.
79	Coast live oak	8, 6	Heritage tree	2	Low	Remove	Codominant trunks arise at base; growing through chain link fence; trunk growing around pole; surrounded by pavement.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
80	Silver dollar gum	6, 5, 4	No	3	Low	Remove	Multiple trunks from base; surrounded by pavement.
81	Silver dollar gum	10, 10	No	2	Low	Remove	Codominant trunks from base; surrounded by pavement.
82	Silver dollar gum	9, 7, 7, 5	No	2	Low	Remove	Multiple trunks from base; surrounded by pavement.
83	Silver dollar gum	6, 6	No	2	Low	Remove	Codominant trunks from base; surrounded by pavement.
84	Silver dollar gum	28	Heritage tree	3	Low	Remove	Leaning E.; twig dieback; large gall on S.
86	Silver dollar gum	32	Heritage tree	2	Low	Remove	Poor structure; several codominant stems with poor attachments.
101	Blue gum	21	Heritage tree	2	Low	Preserve	Topped; under power lines.
102	Blue gum	30	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
103	Blue gum	25	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
104	Blue gum	19	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
105	Blue gum	19	Heritage tree	2	Low	Preserve	Topped; under power lines.
106	Blue gum	28	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
107	Blue gum	26	Heritage tree	2	Low	Preserve	Topped; under power lines.
108	Blue gum	20	Heritage tree	2	Low	Preserve	Topped; under power lines.
109	Blue gum	24	Heritage tree	2	Low	Preserve	Topped; under power lines.
110	London plane	7	No	3	Low	Preserve	Under power lines.
111	London plane	6	No	3	Low	Preserve	Under power lines; low vigor.
112	London plane	8	No	3	Moderate	Preserve	Low vigor.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
113	Coast redwood	17	Heritage tree	4	High	Preserve	In narrow planting strip; 3" circling root.
114	Coast redwood	19	Heritage tree	4	High	Preserve	In narrow planting strip.
115	Coast live oak	25	Heritage tree	3	Low	Preserve	In narrow planting strip; thin; twig dieback; poor color; sprinkler head near trunk; base moist; wounds on trunk.
116	Coast redwood	24	Heritage tree	4	High	Preserve	In narrow planting strip.
117	Coast redwood	25	Heritage tree	4	High	Preserve	In narrow planting strip.
118	Coast redwood	25	Heritage tree	4	High	Preserve	In narrow planting strip.
119	London plane	12	No	4	High	Preserve	In narrow planting strip with ivy; ivy up trunk.
121	London plane	8	No	3	Moderate	Preserve	In narrow planting strip with ivy; intermediate form.
122	London plane	15	Heritage tree	4	High	Preserve	In narrow planting strip with ivy; ivy up trunk.
123	Coast redwood	26	Heritage tree	5	High	Preserve	Trunk fills narrow planting space.
124	London plane	11	No	4	High	Preserve	In narrow planting strip with ivy.
125	London plane	7	No	4	High	Preserve	In narrow planting strip.
126	London plane	10	No	4	High	Preserve	In narrow planting strip.
127	London plane	9	No	3	Moderate	Preserve	In narrow planting strip; intermediate form.
276	Coast live oak	14	Heritage tree	3	Low	Remove	Engulfed in ivy; chain link fence through tree.
277	Tree of heaven	15	Heritage tree	2	Low	Remove	Engulfed in ivy; leaning W. over street.

June 27, 2017

John Donahoe
Stanford University Land, Buildings and Real Estate
3160 Port Drive, Suite 200
Palo Alto, CA 93404

Subject: Addendum to Arborist Report
300-550 El Camino Real, Menlo Park, CA

Dear Mr. Donahoe:

On May 19, 2017 I prepared an Arborist Report for the subject site which included 106 trees, 34 of which I identified as meeting the City of Menlo Park's definition of Heritage tree. Since then, I have been informed of an addition to the definition that changed the number of Heritage trees as well as the number of permit applications required for Heritage tree removal. This addendum addresses those changes.

City of Menlo Park Protected Trees

The City of Menlo Park Municipal Code Ch. 13.24 protects Heritage trees, which are defined as:

1. Any tree having a trunk diameter of 15" or more.
2. Any oak tree native to California with a trunk diameter of 10" or more.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Any tree with more than one trunk measured at the highest point where the trunks divide, with a diameter of 15" or more, with the exception of trees that are under 12' in height.

As required in the ordinance, trunk diameters were measured at 4.5' above grade. For multi-trunked trees, trunk diameter was measured at the point where the trunks divide. For trees having more than one trunk, the diameter is measured below the junction of the stems. However, at this site, several of the trees had multiple trunks arising at the ground, so we were not able to measure below the junction. I was told by the City's Arborist that in those cases, each stem should be measured at 4.5' above grade.

Photo 1: Tree #80 had two trunk arising from the ground. I measured the diameters of the 3 trunks present at 4.5' above grade: 6", 5" and 4", totaling 15".

Seven trees had multiple trunks arising from the ground level: #12, 25, 27, 79, 80, 81 and 82 (photo 1). However, none of those trunks were 15" or larger in diameter, so I did not

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identify them as Heritage trees. I have since learned that the City's policy is to add the diameter of multiple stems together; if the sum is 15" or greater, the tree is designated as a Heritage Tree. That change has increased the number of Heritage trees at the site from 33 (not counting dead tree #58) to 40 (Table 1).

Table 1: Heritage Trees. 300-550 El Camino Real, Menlo Park

Tag #	Species	Trunk Diameter (in.)	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition
5	Canary Island date palm	25	3	Moderate	Preserve; off-site
6	Canary Island date palm	31	3	Moderate	Preserve
7	Canary Island date palm	27	3	Moderate	Preserve
8	Canary Island date palm	27	3	Moderate	Preserve
9	Canary Island date palm	27	3	Moderate	Transplant
12	Hollywood juniper	11, 6, 5, 3	3	Low	Remove
25	Coast live oak	5, 4, 2, 2, 2	3	Moderate	Remove
27	Holly oak	10, 8	3	Moderate	Remove
48	Italian stone pine	36	2	Low	Remove
49	Italian stone pine	36	3	Low	Remove
59	Italian stone pine	26	3	Low	Remove
69	Valley oak	44	2	Low	Remove
71	Tree of heaven	23	3	Low	Remove
72	Tree of heaven	15	3	Low	Remove
78	Coast live oak	11	3	Low	Remove
79	Coast live oak	8, 6	2	Low	Remove
80	Silver dollar gum	6, 5, 4	3	Low	Remove
81	Silver dollar gum	10, 10	2	Low	Remove
82	Silver dollar gum	9, 7, 7, 5	2	Low	Remove
84	Silver dollar gum	26	3	Low	Remove
86	Silver dollar gum	32	2	Low	Remove
101	Blue gum	21	2	Low	Preserve; off-site
102	Blue gum	30	2	Low	Preserve; off-site
103	Blue gum	25	2	Low	Preserve; off-site
104	Blue gum	19	2	Low	Preserve; off-site
105	Blue gum	19	2	Low	Preserve; off-site
106	Blue gum	28	2	Low	Preserve; off-site
107	Blue gum	26	2	Low	Preserve; off-site
108	Blue gum	20	2	Low	Preserve; off-site

Tag #	Species	Trunk Diameter (in.)	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition
109	Blue gum	24	2	Low	Preserve; off-site
113	Coast redwood	17	4	High	Preserve; off-site
114	Coast redwood	19	4	High	Preserve; off-site
115	Coast live oak	25	3	Low	Preserve; off-site
116	Coast redwood	24	4	High	Preserve; off-site
117	Coast redwood	25	4	High	Preserve; off-site
118	Coast redwood	25	4	High	Preserve; off-site
122	London plane	15	4	High	Preserve; off-site
123	Coast redwood	26	5	High	Preserve; off-site
276	Coast live oak	14	3	Low	Remove
277	Tree of heaven	15	2	Low	Remove

Heritage Tree Disposition

The plans for the site are to completely demolish the existing buildings and site features and to build a new mix-use project. As a result, 18 Heritage trees, all but two of which have low suitability for preservation because of their health and/or structural condition, are proposed for removal (Table 2). In addition, transplanting Heritage Canary Island date palm #9 to another location on the site is proposed. Heritage tree removal permit applications for each tree are attached, as well as the Tree Inventory Map showing the location of each.

Table 2. Heritage trees proposed for removal. 300-550 El Camino Real, Menlo Park.

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
12	Hollywood juniper	11, 6, 5, 3	Low
25	Coast live oak	5, 4, 2, 2, 2	Moderate
27	Holly oak	10, 8	Moderate
48	Italian stone pine	36	Low
49	Italian stone pine	36	Low
59	Italian stone pine	26	Low
69	Valley oak	44	Low
71	Tree of heaven	23	Low
72	Tree of heaven	15	Low
78	Coast live oak	11	Low
79	Coast live oak	8, 6	Low
80	Silver dollar gum	6, 5, 4	Low
81	Silver dollar gum	10, 10	Low
82	Silver dollar gum	9, 7, 7, 5	Low
84	Silver dollar gum	26	Low

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
86	Silver dollar gum	32	Low
276	Coast live oak	14	Low
277	Tree of heaven	15	Low

Replacement trees to mitigate the removal of Heritage trees as well as the planned future location of transplanted palm #9 are shown on the project Landscape Plans (The Guzzardo Partnership, Inc.).

Twenty-one Heritage trees will be preserved in place. Heritage trees are required to be preserved and maintained in a state of good health. A permit from the City is required to remove or prune more than one fourth of the canopy and/or roots. Tree protection and preservation guidelines are provided in the Arborist Report (May 19, 2017).

Sincerely

Nelda Matheny
Registered Consulting Arborist #243

Tree Inventory Map

300-550 El Camino Real
Menlo Park, CA

Prepared for:

Stanfrod University

April 3, 2015

Notes:
1. Tree locations are approximate.

2. Basemap is ESRI aerial image.

Legend

○ Trees

N

260

Feet

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Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

June 28, 2017

John Donahoe
Stanford University Land, Buildings and Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 93404

Subject: Advanced tree inspection
300-550 El Camino Real, Menlo Park, CA

Dear Mr. Donahoe:

In the Arborist Report (May 19, 2017) for the subject site I described three Heritage trees as lacking basal flare: Italian stone pines (*Pinus pinea*) #49 and 59 and valley oak (*Quercus lobata*) #69. The City of Menlo Park requested that a root collar inspection be performed on each. This report summarizes those inspections.

Methods of Inspection
To inspect the condition of the basal trunk area, the soil at the base of each tree was excavated using a pneumatic device to expose the original basal trunk flare and buttress roots. I then examined the area visually, inspected the condition of the bark and cambium using a chisel, and tested the integrity of the wood to a depth of 18" using a Resistograph®, a decay detection and recording device. I performed the inspection on June 2.

Italian stone pine #49
Italian stone pine #49 is a large, leaning, mature Heritage tree 36" in trunk diameter (photo 1). The foliage was thin and chlorotic (yellow). The base of the trunk had no flare, indicating it likely had fill soil placed over the original root collar. The tree was surrounded by pavement and roots had cracked and uplifted the pavement. There was a velvet top fungus (*Phaeolus schweinitzii*) conk at the base of the trunk on the southwest. This is a fungus that causes extensive root and basal trunk decay in conifers, making the tree more prone to windthrow and lower stem breakage. There are no treatments to halt or repair decay progression in infected trees.

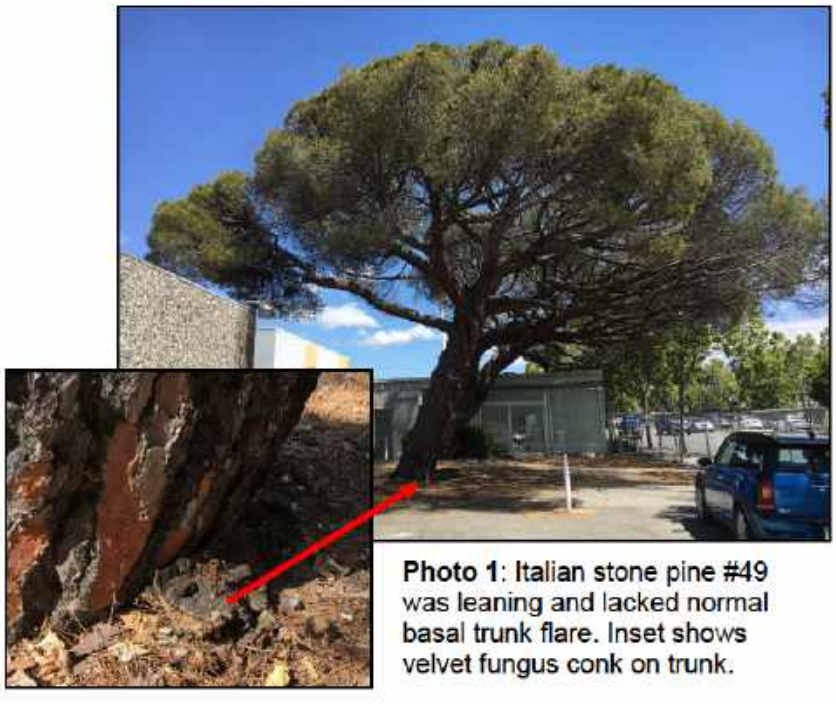

Photo 1: Italian stone pine #49 was leaning and lacked normal basal trunk flare. Inset shows velvet fungus conk on trunk.

The soil around the base of the tree was excavated to a depth

of 20". There was an extensive network of circling adventitious roots around the trunk base (photo 2).

I tested the basal trunk area below the point at which the decay conk was attached. The Resistograph trace indicated that the wood was decayed (fig. 1).

Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

Photo 2: The root collar excavation at tree #49 revealed approximately 20" of fill over the root collar and a dense network of circling adventitious roots.

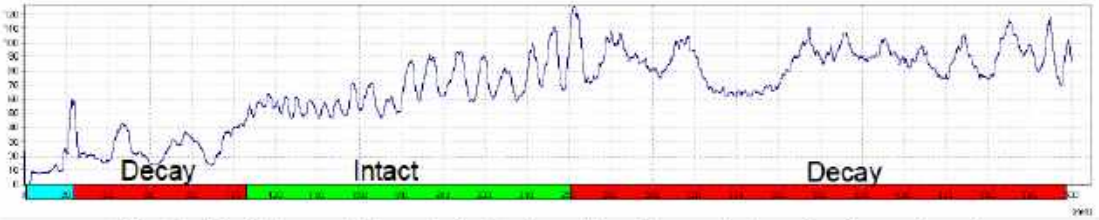

Fig. 1: Resistograph trace into the basal trunk area below the fungal conk.

Italian stone pine #59

Italian stone pine #59 also is a mature Heritage tree with an asymmetric crown (photo 3). The trunk diameter is 26 inches. In 2012 there was an adjacent Heritage pine (#58) that died between then and 2015. The dead tree was removed in 2016.

This tree also lacked basal trunk flare. Excavation revealed 24" of fill soil had been placed over the root collar in years past.

The primary visual clues indicating condiitons of concern for this tree were signs of localized wood failure from tension and compression forces acting acting on the lower trunk. On the west side where the trunk was under compression, the bark was indented (photo 4). One the east side where the trunk was under tension, the

Photo 3: Pine #59 was leaning to the west and lacked basal trunk flare. There was 24" of fill soil over the original root collar.

bark was fractured and protruding outward (photo 5).

Photo 4 (left): Localized failure of the west side of the trunk under compression forces.

Photo 5 (right): Localized failure of the east side of the trunk under tension forces.

Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable.**

Valley oak #69

Valley oak #69 was a mature Heritage tree with a trunk diameter of 44 inches. This tree was in poor condition with several very large pruning wounds with extensive decay and an asymmetric form to the west (photo 6). There were remnants of sulfur fungus (*Laetiperus gilbertsonii*) on the large wound faces. This decay organism causes and cubical brown rot that reduces structural strength and makes the tree prone to failure.

Photo 6: Valley oak #69 had large wounds with remnants of the decay conk sulfur fungus.

The root collar excavation removed 24" of soil and revealed the presence of a cavity on the north side (photo 7). I was able to insert a 24"-long probe into the cavity. I do not know how much deeper the cavity extended below

the trunk. Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

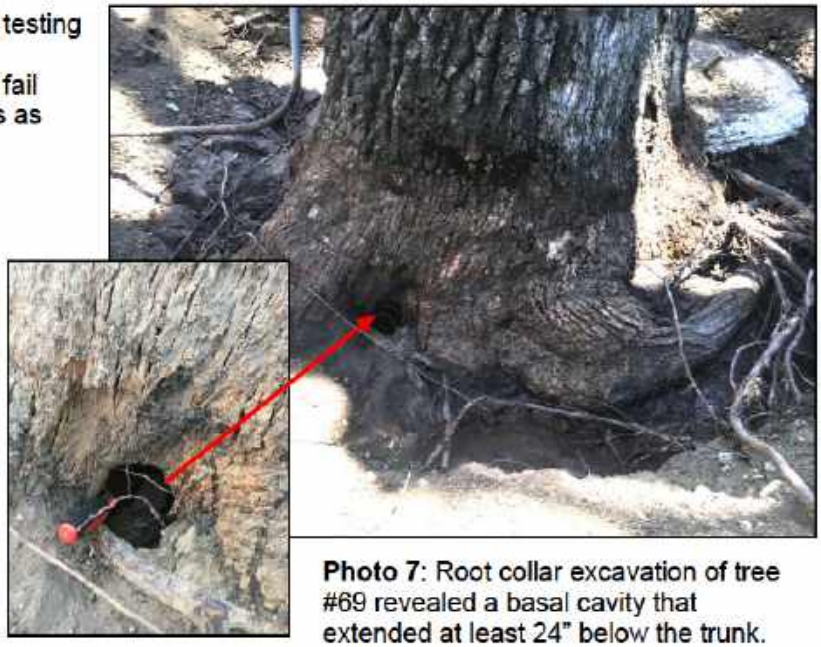

Photo 7: Root collar excavation of tree #69 revealed a basal cavity that extended at least 24" below the trunk.

In summary, I inspected Heritage trees #49, 59, and 69 following root collar excavations of each. Based on the degree of decay and defects present in each tree I rate the likelihood for each tree to fail in the next five years as **probable**. I recommend removing and replacing them. all three trees.

Sincerely

Nelda Matheny

Nelda Matheny
Registered Consulting Arborist #243

Stanford University

August 16, 2017

Mayor Kirsten Keith
Mr. Alex McIntyre, City Manager
City of Menlo Park
701 Laurel Street
Menlo Park California 94025

Dear Mayor Keith and Mr. McIntyre:

Stanford University is pleased to present this offer of Community Benefits as part of our proposed Middle Plaza at 500 El Camino Real development. Middle Plaza will help fulfill the vision of Menlo Park's El Camino Real and Downtown Specific Plan by providing much needed workforce and affordable housing to the City and revitalizing 8.5 acres of dormant property along El Camino at the City's gateway. Middle Plaza will add to the economic vitality of the downtown, create publicly accessible open space, add beautiful widened sidewalks along El Camino, and improve east/west bicycle and pedestrian connectivity.

Since 2007, Stanford has been engaged with the City and the community on designing an attractive and productive redevelopment of our property. Over the last few years, we have hosted over a dozen community meetings to learn what is important to the community and to gather feedback on our project, its design, and its features with the intent of incorporating this feedback into our final application.

With our revised and final plan now before you, we are excited to be able to add a robust $7 million Community Benefits package into consideration. This funding further responds to the City and community on items that are above and beyond what is required as part of the Specific Plan, including Stanford's financial contributions to the Caltrain rail crossing, schools and the addition of Below Market Rate units above what is required by the City.

Caltrain Rail Crossing

Throughout the Specific Plan process, as well as during our community outreach, we have heard the community's interest in a pedestrian and bike connection across the railroad tracks near Middle Avenue, connecting Burgess Park with the westside of Menlo Park and providing connections to residents on the eastside of Menlo Park with downtown, schools and parks on the west. Stanford proposes to contribute funding of 50% of the cost of a crossing of the Caltrain tracks, up to a total Stanford contribution of $5 million. This crossing will provide a convenient and safe way for Menlo Park residents to cross the railroad tracks on foot or bike and develop better, more cohesive connections for neighbors on each side of the tracks. It is a desirable way to further the El Camino Real and Downtown Specific Plan's goal to improve east/west connectivity. Our work to support this crossing and connect it through the retail

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and plaza component of our project will result in a great amenity for the community and is an example of what has been achieved by working collaboratively through the project's design.

Support for Menlo Park Schools

Stanford recognizes and appreciates how important high quality schools are to the residents of Menlo Park. To that end, Stanford proposes a contribution to the Menlo Park Atherton Education Foundation of $1 million, paid over 10 years, to further its mission of supporting the Menlo Park City School District and its critical needs.

Affordable Housing

Stanford proposes to provide a total of 10 one-bedroom units at a below market rental rate. Per the City's BMR ordinance, five BMR units or in-lieu fees are required for our project. Also, to satisfy the City's BMR ordinance for Stanford's 2131 Sand Hill Road project, Stanford agreed to provide two additional BMR units in the Middle Plaza development. In addition, Stanford will provide three BMR units over the City ordinance requirements for the Middle Plaza project. The addition of these three units represents a financial contribution by Stanford of over $1 million.

Other Project Benefits

The above-mentioned Community Benefits are all voluntary contributions above and beyond what is required of Stanford. They come on top of established requirements and inherent benefits achieved through Menlo Park's land use planning process. Below are just some of the other elements of the project that provide benefits to the broader Menlo Park community:

- Publicly-accessible Middle Plaza – Stanford is providing a publicly accessible plaza that the entire community can enjoy. We have conducted numerous meetings and focus groups on important elements of the plaza, and our proposal includes a plaza over double the size of what's required in the Specific Plan. This one-half acre plaza will include attractive landscaping, open space, seating areas, space for events and programming, and areas for restaurant seating, similar to the plaza space at Café Barrone. Stanford has agreed to provide and fund the ongoing management and maintenance of this space, and to fund and construct this publicly accessible space. The value of this space, including land, is estimated at over $10 million.
- Open Space and Underground Parking – Providing open space in the downtown area is an important element of the El Camino Real Downtown Specific Plan. Stanford's project exceeds the plan's 30% open space requirement, and provides 40% open space. In order to be able to provide this significant amount of open space, Stanford has placed 84% of the project's parking underground. The cost to do this is tens of millions of dollars in excess of the costs of surface or above ground parking. This will greatly improve the aesthetics of the project to the community.
- El Camino Real Sidewalk Improvements – Walkability will be greatly improved along El Camino, with our project funding the creation of a 15 foot wide promenade along the one-third mile of our El Camino frontage. This equates to over one-half acre of land dedicated to improving the

pedestrian experience, as well as providing an attractive frontage along the entire length of our project site.

- Economic Vitality – Downtown Menlo Park retail business have suffered for years from lack of foot traffic. The addition of office space proximate to the downtown will provide weekday customers to downtown merchants. The office space will also draw business travelers who create additional demand for the El Camino hotels, providing sales and Transient Occupancy Tax to the City. Additional residents in our apartments will increase downtown retail patronage at all times during the day, night and weekends.

Stanford submitted its initial project application in January 2013, over four and a half years ago. Since that submission, we have made numerous changes and adjustments based on the feedback from the City and residents, including:

- Increased Housing – Due to the housing crisis as well as local jobs/housing imbalance, the City and community asked us to increase the housing component of the project. We have increased our housing units from 170 to 215, an increase of 26%.
- Eliminated Medical Office/Reduce Total Office – The local community requested elimination of Medical office, due to traffic concerns, which we have done. Due to the concern over a shortage of housing versus office uses, we reduced our office square footage from 199,500 square feet to 144,000 square feet, a reduction of over 27%. Also, this amount is 37% less than what is allowed under the base conditions of the Specific Plan.
- Eliminated Three Bedroom Units – Due to concern with increased school enrollment, we were asked to eliminate three bedroom units from our project, which we have done.
- Improved Project Design – The architecture on our original proposal was not well received by the Menlo Park community. We have completely changed both the residential and office architecture to be more compatible with the styles of Menlo Park. This change includes significantly more detailing, articulation, modulation and cost than is typical for comparable local development projects.
- Reduced project height – Our original project included office buildings with four stories. Our office buildings are now only three stories.

In exchange for these project benefits, we ask that the Development Agreement vest our rights to construct the project in accordance with our approvals for a negotiated period of time corresponding to the period the City needs to construct the Caltrain railroad crossing. This means we would follow the requirements in our approval documents; the City would not change those requirements and would not impose any new development impact fees beyond those that exist today.

We are cognizant of the fact that a Development Agreement is not needed for the Middle Plaza project because it conforms to the base requirements of the Specific Plan. Under the Plan, the determinations that the project furthers the Plan's vision, goals and objectives would be sufficient to merit project approval. Nevertheless, we committed early on to provide funding for the Caltrain crossing, and determined a Development Agreement would be the most appropriate mechanism for documenting our

funding agreement. When we met with the Council's subcommittee prior to publication of the Draft EIR for our project, we offered a $3 million contribution toward that crossing. Since then, we have increased our commitment for the crossing to $5 million, added the contributions to the Menlo Park Atherton Education Foundation described above, and added three more BMR units than are required by the City's ordinance. In total, we have more than doubled our initial offer.

We look forward to working with the City to approve this project that will bring over $7 million of negotiated Community Benefits to the City of Menlo Park and Menlo Park schools in addition to the many benefits that are inherent to the project. The Middle Plaza at 500 El Camino Real project will bring vitality to properties that have been vacant (some for over twelve years), be sensitive to and compatible with the adjacent properties, improve east/west connectivity, provide much needed workforce and affordable housing, provide economic activity and vitality, enhance pedestrian and bicycle networks, improve the appearance and functionality of the El Camino Real streetscape, and provide much needed open space for the Menlo Park community.

In addition, we are providing additional information related to Stanford's tax-exempt status in Attachment 1 of this letter. Thank you for helping us take our property forward according to the vision of the El Camino Real Downtown Specific Plan.

Sincerely,

Steve Elliott
Managing Director, Development

Attachment 1

Middle Plaza at 500 El Camino

Additional Project Information

Article XIII, Section 3 (e) of the California Constitution specifically exempts from property tax property used exclusively for educational purposes by a nonprofit institution of higher education. This exemption recognizes as public policy that a nonprofit institution of collegiate grade should not be subjected to tax burdens on real estate used to fulfill its exempt purpose, i.e. for scientific research and education. This includes the provision of housing for students, faculty and staff. This exempt status allows for financial resources to be dedicated to the educational mission, as for example, the support of significant tuition assistance for students, substantial investments in teaching and research, and housing, transportation and other support services to operate the University.

- Stanford properties in Menlo Park currently pay over $2 million annually in property taxes to Menlo Park, with approximately $400,000 per year to Menlo Park elementary and middle schools. As these are all commercial properties, they have never generated any students to Menlo Park schools.
- Increase in the local housing stock, including below market rate housing, is an important element of our project to the local community. We specifically increased our housing, and reduced our office square footage, to meet council and community concerns.
- Per requests from the City and the Community, all three-bedroom units were removed from the project to reduce school impacts. Three or more bedroom units have a significantly higher student generation rate than one and two-bedroom units.
- Stanford will be paying over $1 million in school facilities fees to local schools to accommodate school district enrollment.
- Additionally, as part of the proposed Development Agreement, Stanford would voluntarily contribute funds to the Menlo Park Atherton Education Foundation of over $1 million.
- The project will contribute in a number of ways toward safe routes to schools, including significant funding for the Caltrain crossing, bike lanes on Middle Avenue, TIF funds, and construction of intersection and crosswalk improvements.
- Any apartments not occupied by Stanford workforce will be subject to property tax.
- Stanford housing is more affordable than market housing for its workforce, because of the property tax exemption.
- Stanford currently leases approximately 800 rental units in the local community, with approximately 180 in Menlo Park, and it exercises its state property tax exemption on those units. Stanford's need for additional local rental housing is expected to continue to grow. By developing Middle Plaza with Commercial AND Residential elements, Stanford is able to add to the housing stock, reduce its local rentals, and provide property taxes from the commercial component of the project.
- Stanford contributes in many other ways that benefit local schools and communities, programmatically and not just fiscally. For example, programs in the Stanford John Gardner

Center, Haas Center for Public Policy, the Stanford Design School, the School of Education, and numerous other programs have contributed to local community schools for many years.

- Housing for faculty, staff and students near campus promotes bike and pedestrian travel versus single occupant car commuting, which results in a more sustainable project.
- Stanford's faculty staff housing office does not expect Middle Plaza to attract families with children, due to its small unit size and location along a commercial corridor between El Camino Real and the Caltrain tracks.

From: Sandmeier, Corinna D
To: "Francesca Philip"
Subject: RE: Middle Plaza Meeting
Date: Tuesday, July 25, 2017 12:19:00 PM

Hi Fran,

Thank you for your email. While there is some flexibility built into the Specific Plan, the City Council hasn't demonstrated a preference for opening on-street parking spaces for additional travel lanes. The EIR for the Middle Plaza at 500 El Camino Real project assumed the most conservative position (no increase to lane capacity). Many business owners have also indicated on-street parking is important for their businesses.

Please let me know if you have an additional comments or questions.

Sincerely,
Corinna

Corinna Sandmeier
Associate Planner, City of Menlo Park
650-330-6726
cdsandmeier@menlopark.org

-----Original Message-----
From: Francesca Philip [mailto fran@philipusa.com]
Sent: Saturday, July 22, 2017 11:05 AM
To: Sandmeier, Corinna D
Subject: Middle Plaza Meeting

Corinna hi, it's Fran Philip here from Menlo Pilates & More (959 El Camino).

I have a quick comment to make. The traffic travelling on El Camino will increase due to the new development. Has the City considered opening up the parking lanes into Downtown and make them a Clearway.
Clearway meaning that no parking is allowed during peak hour. Peak Hour being 6.00am to 10am and then 3pm to 7pm.

Currently I have clients who are finding it takes 20 minutes to get down to my business from Alma/Sand Hill to Menlo Avenue.

Thank you for taking my comments.

Fran Philip

www.menlopilatesandmore.com

Cell 408.480.8977

From:	Diane Bailey
To:	_CCIN; _Planning Commission
Cc:	Allan Bedwell; Chris DeCardy; London, Janelle; Scott Marshall; Deborah Martin; Christina Smolke; joyce327+EQ@gmail.com; Curtin, Clay J; njadallah55@gmail.com
Subject:	Recommended Improvements for Stanford"s Middle Plaza - Menlo Park Deserves the same quality as On-Campus Developments
Date:	Friday, August 11, 2017 3:51:13 PM
Attachments:	C421302D-8C87-4C6E-9C4A-456168B4C399[30].png Menlo Spark Middle Plaza Comments.pdf 20170524 Letter from EQC to Stanford Parcel Negotiating Subcommittee[1][2].pdf

Dear City Council Members and Planning Commissioners,
It has come to our attention that the proposed Stanford Middle Plaza project will not conform to Stanford's on-campus sustainability standards, and also won't meet the policy goals of the City's updated General Plan. Please find our recommendations and comments attached. We support the recommendations of the Environmental Quality Commission, also attached here for reference.

We hope you will consider updating the requirements for this significant new development to meet the latest City standards as well as those held by Stanford.
Sincerely,
Diane Bailey

Diane Bailey | Executive Director

MENLO SPARK

diane@menlospark.org | 650-281-7073

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<!--[if !vml]-->

<!--[endif]-->

Climate Neutral for a Healthy, Prosperous Menlo Park

EV, PV & Fossil Free*: Guides for Electric Cars, solar & Fossil Free Homes at:* http://menlospark.org/what-we-do/

MENLO SPARK *Climate Neutral for a Healthy, Prosperous Menlo Park*

August 11th, 2017

Via email

City Council
Planning Commission
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

RE: Stanford Middle Plaza Project - Recommended Requirements for Approval

Dear City Council Members and Planning Commissioners,

We are writing to express concern over Stanford University's proposed Middle Plaza project on El Camino Real near the Palo Alto border, and with these comments support and further discuss the comment letter by the Environmental Quality Commission to the Stanford Parcel Negotiation Committee on May 24 , 2017, and similar comments made by Planning Commissioners at their March 27 meeting. We recommend the following specific improvements to this extensive project:

1. Meet recently adopted Green Building Standards: The Middle Plaza proposal should meet the environmental standards of the recently adopted zoning regulation update for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.
2. Provide a comprehensive TDM program: Middle Plaza should employ all potential measures available to minimize the increase in vehicle trips from the project by incentivizing alternative travel methods, including charging for parking, transit passes for all site occupants (workers and residents), and ensuring a high-quality bike and pedestrian (multi-use) path along the development.
3. Support Menlo Park's designation as a Tree City: The project should landscape all areas except for surface parking considered critical, with the remainder of parking underground.

Menlo Spark is an independent, nonprofit organization working with local businesses, residents, and government partners to achieve a carbon-neutral Menlo Park in the near future. We commend certain aspects of the Middle Plaza project. However, without several additional improvements, the project constitutes a step backwards on Menlo Park's climate goals and misses important opportunities to reduce traffic. Our research shows that the project does not compare favorably to the City's recent building standards, and similarly falls short compared to other recent developments and Stanford's own on-campus standards.

Middle Plaza Project Comparison to
a Similar Recent Development, New Menlo Park Standards, and Stanford's On-campus Buildings

	Middle Plaza Proposed Project	Station 1300, El Camino Real (2017)	City of Menlo Park Zoning Update (2016)	Stanford Buildings on-campus
Size/Type	~8 Acre Mixed Use (>100,000 sf)	~6 Acre Mixed Use (> 100,000 sf)	Commercial & Multifamily (>100,000 sf, Mixed Use)	Mixed Use, > 100,000 sf
Green Building Standards	LEED Silver	LEED Gold 800 kW Solar	LEED Gold 100% Renewable Energy >30% of Max. feasible solar on-site	Campus Avg: LEED Gold Some buildings are Carbon Neutral & Zero Net Energy 14-355 kW Solar
Clean Transportation		Paid Parking, TDM Suite with free transit passes	TDM Plan & 20% Reduced traffic	Paid Parking, TDM Suite with free transit passes

Sources:
M dd e P aza Project: http://www.men opark.org/172/M dd e-P aza-at-500-E -Cam no-Rea
1300 E Cam no: http://men opark.org/DocumentCenter/V ew/12498
C ty of Men o Park Zon ng: http://www.men opark.org/DocumentCenter/V ew/12445
Stanford Bu d ngs on Campus: https://susta nab e.stanford.edu/s tes/defau t/f es/resource-attachments/E C P an 2015.pdf

Getting current with the City

Both the City of Menlo Park, as well as the project sponsor, Stanford University, have clearly-stated goals and policies that demonstrate a strong commitment to the efficiency, sustainability, and vitality of the Menlo Park and Stanford communities, and we applaud these. For example, in the City's recently updated General Plan, nine "Guiding Principles" are outlined, which "describe the kind of place that community members want Menlo Park to be." The ninth Guiding Principle applies to environmental sustainability and reads as follows: "Menlo Park is a leader in efforts to address climate change, adapt to sea-level rise, protect natural and built resources, conserve energy, manage water, utilize renewable energy, and promote green building."[2]

Additionally, the recently updated zoning regulations for Menlo Park's Bayfront district codify these ideals into an exemplary set of environmental standards that highlight Menlo Park's leadership. Although the new zoning only applies legally in the Bayfront area, we strongly recommend adherence to these standards by all significant developments throughout the City to ensure more equitable development.

Environmental Leadership at Stanford

Stanford University has demonstrated a strong commitment to reduce greenhouse gas (GHG) emissions and improve energy sustainability for its on-campus construction projects. For example, 65% of the energy that the University uses on campus is from renewable energy, much of which comes from

[1] http://men opark.org/DocumentCenter/V ew/15014, pg I-9.
[2] Genera P an, I-11

solar, and this percentage is likely to increase over time. More impressively, Stanford has cut its on-campus GHG emissions by over 50% since 2012.[3] Stanford is also committed to new buildings on campus meeting LEED Gold standards, a designation also required by the City for projects like that of Middle Plaza *in the Bayfront District*. Stanford has a renowned sustainability program with venerable principles (which were attached to EQC's May 24 comments);[4] and the main campus runs a top-notch transportation demand management (TDM) program.

Positive Elements of the Middle Plaza Proposal

There are several aspects of the Middle Plaza project that form a strong foundation to build on towards a more sustainable project, and we commend these. The project includes a list of valuable TDM strategies that aim to reduce *individual* vehicle trips as well as incentivize alternative commute options, such as public transportation and biking. We support these strategies as important elements of the project. Some examples include the following: a bike share for residents and employees, a number of bicycle amenities (long- and short-term storage, DIY bike repair stands, showers, and lockers), car share vehicles, preferred parking for carpools and vanpools, an online platform for organizing carpools, and a guaranteed ride home for employees.[5] These programs can significantly reduce the traffic congestion and GHG emissions that come with solo driving. This is especially important in residential areas like Menlo Park, where the highest percentage of GHG emissions results from traffic.

Additionally, The City of Menlo Park plans to build a grade-separated path across the Caltrain right-of-way, from Middle Plaza to Alma Street. This path will enhance the East-West connectivity of downtown Menlo Park, provide better downtown access to and from nearby Burgess Park, and enable bikers to take an alternate North-South route along Alma, as opposed to El Camino Real. Stanford University has pledged to fund a significant portion of this project, which is a laudable contribution to the Menlo Park community that also acts to promote green alternatives to driving.

It is also noteworthy that the project provides a large amount of parking spaces with electric vehicle (EV) charging stations, as required by *both* ECR/D and Bayfront zoning standards.[6] In addition, the location of the project, roughly half a mile from both the Palo Alto and Menlo Park Caltrain stations, as well as the fact that the parking structure for Middle Plaza will be located underground, are also positive environmental aspects of the project. These elements of the development plans will help reduce the environmental impact of the project, especially by reducing reliance on fossil fuels, which is an essential step in both global as well as local climate change mitigation efforts. Despite this, however, there are also significant areas where the project should be improved.

Recommended Green Building Improvements

The Middle Plaza project should demonstrate a commitment to green building by matching the Stanford on-campus building average equivalency to LEED Gold,[7] and should meet the City of Menlo

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[3] https://susta nab e.stanford.edu/s tes/defau t/f es/resource-attachments/E_C_P an_2015.pdf
[4] https://susta nab e.stanford.edu/about/pr nc p es
[5] DEIR, http://www.men opark.org/1096/Inf -Env ronmenta -Impact-Report
[6] Chapter E—Land Use and Bu d ng Character—of Men o Park's ECR/D Spec f c P an, sect on E.3.8.03: https://www.men opark.org/DocumentCenter/V ew/293
[7] https://susta nab e.stanford.edu/s tes/defau t/f es/2016%20Stanford%20LEED%20Equ va ency%20Ana ys s%20102716.pdf A so, n 2010, Stanford Construct on Standards requ red LEED Go d, though these requ rements do not appear n more recent gu des. https://energy.stanford.edu/s tes/defau t/f es/energy_sem nar_march_28_f na .pdf

Park's updated zoning code (for the Bayfront area) requiring 100 percent renewable energy throughout the project. If the project were located in Menlo Park's M2/Bayfront district, not only would it be required to be LEED Gold certified and utilize 100% renewable energy, but also it would need to have a recycled water system and zero-waste plans. Similarly, if the development was taking place on Stanford's campus, it would be likely meet LEED Gold standards.

The Middle Plaza project is currently only slated to adhere to the LEED Silver Standard required by the downtown specific plan. This is out of step with the climate vision of Menlo Park and misses a critical opportunity to ensure that major new developments have carbon free buildings that do not add to the City's climate burden. As a priority, Stanford should commit to 100% renewable energy throughout this site, so that each building is carbon free. This has been done well by Stanford for other buildings on campus, such as the Y2E2 building,[8] which was no more costly to build than other comparable buildings. ***The City should continue its leadership role on green building standards by holding Stanford accountable to the more recent updated zoning regulations, including 100% Renewable Energy.***

Recommended Transportation Improvements

Clean transportation, especially minimizing the net increase in daily vehicle trips predicted by the Draft EIR analysis, is another area for significant improvement. In Stanford University's General Use Permit, a goal of zero new net trips is outlined.[9] The Middle Plaza plan is inconsistent with this goal because the Draft EIR calculates a predicted net increase in daily vehicle trips by over 2,000 trips/day, even with the planned TDMs in place. The Draft EIR reports this impact as "significant but unavoidable," but more steps can be taken to cut traffic and associated carbon and air pollution from the project.

Several minor strategies are already under discussion which could help reduce traffic, such as constructing a bike lane on Middle Avenue, unbundling parking spaces from Middle Plaza rent fees, requiring all patrons of the site to purchase parking, and reducing the amount of available parking on-site to make room for a multi-use path. We strongly support each of these measures as important and practical steps towards reducing the environmental impact of this project. ***At a minimum, this project should employ the TDMs that the 1300 El Camino development employed, such as charging for parking and free transit passes guaranteed through lease agreements for all workers and tenants on the site.*** Since local traffic is one of the foremost concerns of residents and businesses in Menlo Park, and transportation accounts for the largest share of GHG emissions in Menlo Park, a more comprehensive set of TDM strategies is essential.

A Commitment to Sustainability by Stanford, On-Campus *and* in Menlo Park

Stanford has a responsibility to minimize the carbon footprint of this project according to its own Energy and Climate Plan, which summarizes the University's commitment to climate change. The document states a guiding principle that the University is dedicated to applying its "intellectual and financial resources to provide leadership in climate change solutions, even if these efforts may differ from popular perceptions of how to pursue GHG reduction or are greater than governmental regulations

[8] https://www.hpbmagazine.org/attachments/article/11976/11Su-Y2E2-Stanford-CA.pdf
[9] http://news.stanford.edu/2016/11/21/application-updated-long-term-land-use-permit/

may require." [0] Stanford, the project sponsor, is also an integral part of the Menlo Park Community, producing good jobs, contributing to city revenue, offering first-class educational opportunities, and providing a source of pride for the Peninsula. It is therefore even more important for Stanford, being such an influential institution, to lead by example, meeting top green standards for this development.

We support the essence of this project, a mixed-use, transit-oriented development contributing to the vibrancy of Menlo Park's downtown. However, we respectfully request that the City insist on a higher level of performance on sustainability from the Middle Plaza project, including carbon free buildings and reduced traffic from the site. Sustainability goals applied by Stanford on-campus should be met by Stanford off-campus also, right here in Menlo Park. Menlo Spark looks forward to the opportunity to work with Stanford, as well as the City, to support a top notch sustainable project.

Sincerely,

Diane Bailey, Executive Director, Menlo Spark

Nick Jadallah, Research Assistant, Menlo Spark

[10] Stanford Un vers ty's Energy&C mate p an, https://susta nab e.stanford.edu/s tes/defau t/f es/resource-attachments/E_C_P an_2015.pdf

CITY OF MENLO PARK

May 24, 2017

Stanford Parcel Negotiation Subcommittee
ATTN: Ray Mueller and Peter Ohtaki
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

RE: Environmental considerations for the Middle Plaza at 500 El Camino Real project (Stanford)

Dear Councilmembers Mueller and Ohtaki,

The Environmental Quality Commission has reviewed the plan[1] regarding the Middle Plaza Project located at 500 El Camino Real (the Project). Based on this review, we would like to make a few recommendations to better align the Project with Menlo Park's environmental goals and status as a Tree City USA community, and with Stanford's own Sustainability Principles (Attachment A).

Here are our recommendations:

The Project should comport with the updated Menlo Park General Plan Land Use and Circulation Element

Effective Jan. 6, 2017, the Land Use and Circulation Elements of Menlo Park's General Plan were updated, and three new zoning districts were adopted. The new Office (O), Life Sciences (LS), and Residential Mixed Use (R-MU) zoning districts include development regulations, design standards, transportation demand management, and green and sustainable building requirements. Although the update was made with specific reference to the Bayfront/M2 area of the city, the new regulations and standards, and in particular the Green and Sustainable Building Code (16.XX.130) should apply to development in the entire city, including the Project.

These measures include building standards of LEED Gold or better; renewable energy on-site, off-site or via offsets; electric vehicle (EV) charging infrastructure; dual plumbing and recycled water; and a zero waste management plan.

The Project should comport with Stanford's sustainability principles

[1] http://menlopark.org/DocumentCenter/View/13232

The Project should also be in keeping with Stanford's stated sustainability principles. These principles are included in Attachment A, with relevant portions highlighted.

Landscaping should replace all but critical surface parking
In keeping with Menlo Park's designation as a "Tree City," we recommend that the Project replace all but critically necessary surface parking with landscaping, and follow the example of Station 1300 (18 surface parking spaces out of 980 total) in locating the remainder of the parking underground.

The Project should have a Transit Demand Management (TDM) plan at least as robust as Stanford's Campus TDM plan
Stanford has had great success at managing transit demand, decreasing the rate of commuters who drive alone to Stanford from 72% in 2004 to 50% today. In its 2018 General Use Plan for unincorporated Santa Clara County, it commits to uphold its "no new net commute trips" goal during peak hours, despite plans to add nearly 2.3 million square feet of development. To reduce greenhouse gas emissions in Menlo Park from internal combustion vehicles, the TDM plan for the Project should be at least as robust as Stanford's campus TDM plan.

Stanford should support a Transportation Management Association
Stanford should additionally commit to help create, fund and support a Transportation Management Association (TMA) for a TMA district that includes the Project.

In summary, these are the measures we believe would make the Project more in keeping with Menlo Park's and Stanford's commitment to sustainability:

1. LEED Gold or better
2. Renewable energy (on-site to extent feasible)
3. EV charging infrastructure
4. Dual plumbing, recycled water
5. Zero waste management plan
6. Landscape all but critical surface parking; move remainder underground
7. TDM plan to achieve 50% drive-alone rate or better
8. Funding/support for TMA

Thank you for considering these suggestions and for your continued leadership on this project.

Sincerely,

Janelle London

Janelle London, Chair
Environmental Quality Commission

Attachment A

Stanford's Sustainability Principles

Below are Stanford's Stated Sustainability principles, as published at https://sustainable.stanford.edu/about/principles.

We have highlighted the principles that we believe are most relevant to the Middle Project.

Principles

"Stanford University fully engages in sustainability challenges through research programs, projects and partnerships; campus buildings and student residences; energy, water, dining and transportation operations; and many courses, academic programs and learning activities. The Stanford community aspires to the goal of human well-being across generations and around the world, and is committed to including social, ethical, economic, ecological, environmental and resource considerations in decision making. We hope every student at Stanford shares this goal and learns how to engage effectively in reaching it."

-Provost John Etchemendy, January 2017

To achieve this goal, the university has established the following core sustainability principles related to academia, planning and operations.

ADVANCE SUSTAINABILITY KNOWLEDGE

- Ensure that all Stanford graduates, regardless of degree received, understand how the work they do can contribute to creating a sustainable world.
- Achieve excellence in research that can help solve the complex problems involved in creating a sustainable world.

ESTABLISH SUSTAINABILITY AS A CORE VALUE

- Lead sustainability by example.
- Integrate environmental awareness into campus culture, and make sustainable practices a part of everyday life.
- Incorporate considerations of sustainability into all aspects of campus purchases of products, services and food.

MINIMIZE ENVIRONMENTAL FOOTPRINT AND PRESERVE THE ECOSYSTEM

- Dramatically reduce greenhouse gas emissions from campus operations by reducing energy use in existing buildings, minimize energy use in new buildings, and greening our energy supply process and procurement.
- Use water resources efficiently, minimizing total water demand by continuing to implement water conservation measures and incorporating infrastructure for future water-saving measures into new facilities.
- Construct and renovate buildings to provide safe, productive indoor environments that use energy, water and other natural resources efficiently.
- Reduce the number of drive-alone commuters, and avoid increasing the total number of trips taken during peak commuting hours.
- Conserve resources through reuse, recycling, source reduction and composting – moving toward a zero waste campus.
- Preserve and manage environmental resources to allow the functioning of natural ecosystems and the long-term persistence of native species.
- Preserve and manage heritage resources to retain their historical and archaeological value and maximize their usefulness for producing knowledge.

From: John Kadvany
To: Sandmeier, Corinna D
Cc: Katherine Strehl
Subject: Middle Plaza at 500 El Camino Real: Final Infill EIR: 08/28 PC Meeting
Date: Saturday, August 12, 2017 10:45:42 AM

Dear Corrina -

These links don't get to the actual EIR with findings, project description, etc., it's mostly comments and responses. Where can I find the draft document to which this refers? An email link to others would be useful.

In addition, I don't think the PC should review this FEIR in August, that should happen after Labor Day when people are back from vacation and interested public members have had ample time to review the EIR.

Thanks much,

John Kadvany

Thank you for your interest and comments on the Draft Infill Environmental Impact Report (DEIR) for the 500 El Camino Real Project (also known as "Middle Plaza"). The Final Infill Environmental Impact Report (EIR) is now available online. Hard copies of the Final Infill EIR are also available for review at the City Offices (701 Laurel Street) and the Main Library (800 Alma Street).

The Planning Commission will hold a public hearing on the Final Infill EIR and all project actions on Monday, August 28, 2017, at 7:00 p.m. in the City Council Chambers at 701 Laurel St., Menlo Park. Please see the public hearing notice for more details.

The Planning Commission will be making a recommendation on the proposed project to the City Council. If the Planning Commission concludes its review on August 28, the City Council may consider final actions in September or October 2017.

If you have any questions, please contact Corinna Sandmeier at cdsandmeier@menlopark.org.

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701 Laurel St., Menlo Park, CA 94025

Powered by

Rogers, Thomas H

From: John Kadvany <jkadvany@sbcglobal.net>
Sent: Friday, August 25, 2017 2:44 PM
To: _Planning Commission
Cc: _CCIN
Subject: Stanford Middle Tunnel agreement

Dear Planning Commissioners -

Please consider as another cost sharing option for the Middle Avenue tunnel $5 million or 50% of the total final cost (calculation details tba), whichever is larger, for Stanford's contribution.

John Kadvany / College Avenue

M12

Menlo Park Fire Protection District

170 Middlefield Road · Menlo Park, CA 94025 · Tel: 650.688.8400 · Fax: 650.323.9129
Website: www.menlofire.org · Email: mpfd@menlofire.org

Fire Chief
Harold Schapelhouman

Board of Directors
Robert J. Silano
Peter Carpenter
Chuck Bernstein
Rex Ianson
Virginia Chang Kiraly

August 24, 2017

City of Menlo Park Planning Commission
Middle Plaza – 500 El Camino Real Project
August 28, 2017 Public Hearing

Honorable Chair and Members of the Planning Commission:

The Menlo Park Fire Protection District is the fire and emergency services provider to the City of Menlo Park and other local communities. The Fire District's mission is to protect and preserve life and property from the impact of fire, disaster, injury and illness. These are the most critical and essential services that a public agency can provide.

The Fire District previously submitted two letters describing the significant adverse impact that the Middle Plaza Project will have on the provision of fire services, itself and in conjunction with other planned development in the District's jurisdiction. One letter, dated July 20, 2016, was submitted at the beginning of the Project processing on the Notice of Preparation for the Infill EIR. The second letter was a comment letter on the Infill EIR dated April 12, 2017. Attached are copies of the letters. Unfortunately, the issues raised in the District's letters have not been addressed.

The Fire District remains very concerned that the Project will have significant adverse impacts on the provision of fire services that have not been mitigated. These concerns are further exacerbated by the fact that Stanford University intends to occupy the Project site for University purposes. This means that the Project property will be exempt from the payment of property tax. Therefore, the Fire District will not receive any funds from the property to pay for fire services. As part of the proposed Development Agreement, Stanford University has agreed to make voluntary contributions to both the City and local schools as community benefits with a total value of over $7 Million. The Fire District requests that Stanford University make a fair share payment to the District to address the Project's impact on fire services. The fair share payment could be calculated in the amount of the applicable Emergency and Fire Services Impact Fee under the Impact Fee Nexus Study and Fee Schedule adopted by the Fire District Board on February 16, 2016. The amount of the fee would be approximately $200,000.

The Fire District is working with Stanford University to try to resolve these issues. We hope to have these issues resolved before the matter is considered by the City Council. However, at this point in time, the Fire District's concerns remain and are not addressed. Therefore, the Fire District requests that Stanford

University reach an agreement with the District to address these issues prior to the City Council consideration of the Project.

Thank you

Harold Schapelhouman, Fire Chief

Cc: Fire Board

Menlo Park Fire Protection District

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April, 12, 2017

Jean Lin
jplin@menlopark.org
Senior Planner
City of Menlo Park
701 Laurel Street
Menlo Park CA 94025

Re: Comment Letter on Infill Draft EIR for Middle Plaza at 500 El Camino Real Project

We appreciate the opportunity to provide comments on the Infill Draft Environmental Impact Report (EIR) for the Middle Plaza at 500 El Camino Real Project (Project). The Menlo Park Fire Protection District (Fire District) is the essential fire and emergency services provider for the City of Menlo Park (City) and the Project. It is critical that the impacts of the Project on the Fire District be properly analyzed and mitigated.

The Fire District's concerns about the impacts of the Project and other cumulative development within the Fire District's jurisdiction were set forth in detail in the Fire District's letter to the City on the Notice of Preparation dated July 20, 2016 ("District NOP letter"). A copy of the District NOP Letter is attached and is incorporated into this letter. The EIR does not address the issues and concerns raised in the District NOP Letter. The EIR contains no response to the District NOP Letter. The EIR does not properly and adequately perform the analysis of impacts to the Fire District and require mitigation as mandated under CEQA. As a result, the EIR improperly finds the impacts on the Fire District are "less than significant" and no mitigation is required.

Rather than repeat the issues raised in the District NOP Letter, we want to highlight the main flaws in the EIR. First, the EIR does not contain any analysis of the Project and cumulative impacts on the Fire District and its services. Instead, it relies on the Downtown Specific Plan EIR. However, there are substantial new projects in the Fire District's jurisdiction that were not considered in the Downtown Specific Plan EIR and will result in significant adverse impacts on the Fire District. The projects include: the ConnectMenlo and the M-2 Rezoning Project in Menlo Park, the Facebook Expansion Project in Menlo Park, the North Fair Oaks Community Plan in the County of San Mateo, the General Plan Update and Ravenswood/4 Corners Plan in East Palo Alto, and other new development projects proposed within the District's jurisdiction and boundaries.

Second, the EIR does not contain any mitigation measures to address the significant adverse impacts on the Fire District. As discussed in the District NOP Letter, the EIR should include the payment of the Emergency Services and Fire Protection Impact Fee as a mitigation measure for the Project's contribution to the need for future capital improvement projects. The Emergency Services and Fire Protection Impact Fee Nexus Study, adopted by the Fire District Board on February 16, 2016 (Fee Study), documents significant impacts

on the Fire District due to increase in service population and the amount, density and height of buildings within the Fire District due to new development. The population and employment growth will lead to a substantial increase in the number of service calls and will create a need for additional facilities and equipment to maintain the Fire District's level of service. The payment of the Impact Fee will mitigate these impacts.

Third, the EIR identifies severe traffic impacts on Middlefield Road, Marsh Road, Willow Road and El Camino Real. These are all critical emergency service routes for the Fire District. The EIR identifies significant and unavoidable impacts which cannot be mitigated on the following: 4 intersections along Middlefield Road (including the intersections at Marsh and Willow Road); 7 intersections along El Camino Road; the intersection of University Drive and Middle Road; large segments of Bayfront Expressway and Willow Road; and the Ravenswood Avenue Railroad Crossing (EIR, Tables 3.3-25 – 3.3.28). The main mitigation measure for these impacts is a Transportation Demand Management program and some limited roadway improvements. But even with these mitigations, the impact remains significant.

The EIR has one paragraph that addresses the impact of this severe increase in traffic congestion on emergency vehicle access and response times. The EIR states: "This possible delay for emergency vehicles is not expected to result in physical environmental impacts related to construction of new facilities. Therefore, the Project would have a "**less-than-significant**" impact to emergency vehicle access and response times" (EIR, page 3.3-87). This is an inadequate analysis of this issue. The impacts should have been analyzed based on the Time Based Performance Standards adopted by the Fire District Board on September 15, 2015. The EIR should have used these Standards as the significance criteria under CEQA to determine the impacts due to traffic congestion caused by the Project and cumulative development.

The Fire District requests that the City fully consider these comments. The Fire District, as a fellow public agency and a responsible agency under CEQA, also requests that the City and Fire District work together to ensure that the impacts on essential emergency and fire services are fully analyzed and properly mitigated for the benefit of the community we both serve.

Sincerely;

Harold Schapelhouman, Fire Chief

Cc: Fire Board, File

Menlo Park Fire Protection District
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July 20, 2016

Jean Lin

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Re: Comments on Notice of Preparation for 500 El Camino Real NOP for Infill EIR

We appreciate the opportunity to provide comments on the Notice of Preparation (NOP) for the Infill Environmental Impact Report (EIR) for the 500 El Camino Real Project (Project). The Menlo Park Fire Protection District (Fire District) is the fire and emergency services provider for the City of Menlo Park (City) and the Project. We request that the impact on fire services and emergency access routes be included as environmental effects analyzed in the EIR.

The Infill Environmental Checklist improperly excludes these impacts from the EIR. These impacts should be analyzed because there is new information showing significant effects on the Fire District from the Project and substantial new development proposed within the District's jurisdiction that was not considered in the Downtown Specific Plan EIR.

In addition, the new traffic analysis in the EIR will analyze impacts on important emergency access routes, including El Camino Real and Middlefield Road, and intersections located at Marsh Road, Willow Road and University Avenue at Middlefield Road. The EIR traffic analysis also should analyze the adverse effect of traffic congestion on emergency access along these routes.

We ask that the City consult and cooperate with the Fire District on the EIR's analysis of impacts and the development of mitigations for any significant impacts on both a project and cumulative level. This consultation and cooperation is required because the Fire District is a Responsible Agency for this Project under CEQA. We look forward to working with the City on the EIR for the Project.

The new information and new specific effects on the Fire District's provision of fire services that should be analyzed in the EIR include the following:

- The substantial new development proposed within the Fire District's jurisdiction including, ConnectMenlo and the M-2 Rezoning Project in Menlo Park, the Facebook Expansion Project in Menlo Park, the North Fair Oaks Community Plan in the County of San Mateo, the General Plan Update and Ravenswood/4 Corners Plan in East Palo Alto, and any other new development projects proposed within the District's jurisdiction that was not considered in the cumulative impacts analysis in the Downtown Specific Plan EIR. The EIR must analyze the cumulative impact of the Project and these other projects on fire services.

- The Emergency Services and Fire Protection Impact Fee Nexus Study, adopted by the Fire District Board on February 16, 2016 (Fee Study), which documents significant impacts on the Fire District due to increase in service population and the amount, density and height of buildings within the Fire District. The population and employment growth will lead to a substantial increase in the number of service calls and will create a need for additional facilities and equipment to maintain the Fire District's level of service. Additionally, new and denser development will lead to the construction of taller buildings, increased traffic congestion, and greater service call volume. These changes will result in the need for additional apparatus, new/specialized equipment, additional fire safety personnel and the expansion or relocation of existing fire stations.

- The Fee Study identified an impact fee that new projects must pay in order to address their contribution to the need for the Fire District's future capital improvement projects. The Fire District Board adopted the fee. However, the City has not adopted the fee. Therefore, the EIR should include the payment of the impact fee as a mitigation measure for the Project's contribution to the need for future capital improvement projects.

- Time Based Performance Standards were adopted by the Fire District Board on September 15, 2015. The Standards were adopted, in part, because traffic congestion adversely affects the Fire District's ability to service community needs. The EIR should use these Standards as part of the significance criteria under CEQA to determine the Project's impacts on the Fire District, especially delays in providing fire services due to traffic congestion caused by the Project and cumulative development.

- Impacts on traffic and circulation within the City and surrounding area due to the Project and cumulative development. The City has already determined that traffic impacts should be studied in the EIR. However, the analysis of traffic impacts also must include the impacts of traffic congestion on emergency access routes. As the City is aware, there are significant traffic and circulation issues within the City and surrounding area that adversely affect fire and emergency vehicle access and response times. Additional deterioration of traffic conditions need to be analyzed and mitigated. The Fire District requests that the impacts on emergency access routes be included as part of the analysis of Fire District impacts. In particular, the proposed Project's impacts on El Camino Real and Middlefield Road will affect primary emergency access routes. The EIR should include mitigation to address these impacts.

- The EIR should also analyze the adequacy of on-site emergency access because this issue was not analyzed in the Downtown Specific Plan EIR.

- For any significant project or cumulative impacts, the Fire District requests that the City consult with the Fire District to develop appropriate mitigation to reduce the impacts to less than significant.

The Fire District appreciates the City's consideration of these NOP comments on this important Project. The Fire District, as a fellow public agency and a responsible agency under CEQA, looks forward to working with the City on the analysis of impacts on the Fire District as part of the EIR. The main contacts at the Fire District for this Project are Fire Chief Schapelhouman and Fire Marshal Johnston.

Thank you

Harold Schapelhouman, **Fire Chief**

Cc: Fire Board, Chief Officers, Tim Cremin

September 20, 2017

MIDDLE PLAZA AT 500 EL CAMINO REAL
REVISED PROJECT DESCRIPTION
Revised 9-20-17

Background
Stanford University is proposing to redevelop the properties currently addressed 300 through 550 El Camino Real, which is an 8.4-acre site that is part of the "Menlo Park El Camino Real / Downtown Specific Plan" area. The property is near the Menlo Park and Palo Alto Caltrain stations, and also within close proximity to Safeway and other neighborhood amenities.

The project parcels are included in the Specific Plan's "ECR SE" zoning district and have an "El Camino Real Mixed Use" land use designation. The existing buildings (former auto dealerships) and site features will be replaced with a new mixed-use development consisting of housing, offices, retail, and a publicly accessible plaza.

The proposal adheres to the Specific Plan's "Base" level standards, which were established to achieve inherent public benefits, such as the redevelopment of underutilized properties, the creation of more vitality and activity, and the promotion of healthy living and sustainability. The proposal is required to comply with the Specific Plan's detailed standards and guidelines, which include requirements to limit building mass (particularly on the upper floors), encourage articulation and architectural interest, provide wider sidewalks, and achieve LEED Silver compliance.

The project includes the following approvals from the City of Menlo Park:

- Certification of an Infill Environmental Impact Report to analyze potential environmental impacts of the proposed project that were not analyzed in the Specific Plan EIR.
- Architectural Control for compliance with Specific Plan standards and guidelines for a mixed-use development consisting of office, retail, and residential uses on a 8.4-acre site, with a total of approximately 10,000 square feet of retail/restaurant, approximately 144,000 square feet of non-medical office, and 215 residential units;
- Heritage Tree Removal Permits to permit the removal of 19 heritage trees and 2 street trees associated with the proposed project;
- Below Market Rate (BMR) Housing Agreement for compliance with the City's Below Market Rate Housing Program;
- Development Agreement for a financial contribution to the City of Menlo Park towards the design and construction of a grade-separated pedestrian/bicycle crossing at Middle Avenue; and
- Lot Line Adjustment/Lot Merger to modify existing lot lines for the construction of the new structures.

Middle Plaza
One of the significant elements of our proposed development is the provision of a publically accessible but privately owned and maintained plaza. This plaza, approximately one-half acre in size, will provide open space with seating, drought tolerant landscaping and a vital connection from the El Camino Real/Middle Avenue intersection to the City's planned grade-separated crossing under the Caltrain

railroad tracks. The plaza at Middle Avenue provides additional open space amenity to both the community and the private development.

Concept behind the Plaza:
The Middle Plaza was designed to meet the intent and guidelines established in the adopted "Menlo Park El Camino Real/Downtown Specific Plan".

Per the Specific Plan (page D45- 46), the intent of the plaza is as follows:

- Provide publicly-accessible open space amenities on the east side of El Camino Real at the intersection of Middle Avenue.
- Provide a grade-separated pedestrian and bicycle linkage across the railroad connecting the Middle Avenue plaza with Alma Street/Burgess Park. The final configuration of such a linkage will depend on the final configuration of the high-speed rail.

The character of our future plaza is also consistent with the Specific Plan, which states:

- Publicly-accessible open space/plaza providing seating and places for small informal gatherings.
- Pedestrian and bicycle connection associated with publicly-accessible open space.

Based on the intent and character of the plaza as outlined in the specific plan, permissible public uses of the Plaza include access and passive and community-centered outdoor activities. Passive activities may include, but are not limited to, the use and enjoyment of public seating, an interactive fountain, game areas, and retail carts and sales areas authorized by Owner. Passive use includes small informal gatherings. Community-centered activities may include, but are not limited to, art, music, dance, drama, comedy, pet, and bike safety events and shows; seasonal festivities/holiday celebrations; community workshops; and fitness activities, including, but not limited to tai chi, yoga and boot camp.

Recordation of a Public Use Agreement for the Plaza
Per the Development Agreement between the City of Menlo Park and Stanford, a public use agreement for use and enjoyment by the general public on, over and across the Middle Plaza will recorded. Stanford will continue to own and maintain the underlying property. Stanford reserves all rights that are not inconsistent with, and that do not unreasonably interfere with the recorded agreement, including but not limited to:

- Outdoor food service, dining, alcoholic beverage service, entertainment, retail sales, or any other outdoor use that may facilitate successful operation of the commercial portion of the project
- Stanford's right to access utilities;
- Operating and maintaining the plaza and improvements within it;
- Placing improvements and barriers within the plaza to enhance the plaza's function and security;
- Pedestrian routes crossing the plaza; and
- Tree planting, fountain and landscape maintenance.

Public Use of the Plaza
Members of the public may use the Plaza seven days a week from 6:00 a.m. to Midnight subject to the terms of the recorded Public Use Agreement. Stanford, as the owner and operator of the plaza, reserves the right to adjust the hours of operation as use of the plaza and adjacent retail evolves over time. Stanford will also reserve the right to temporarily close the plaza for construction or other work of improvements or, at Stanford's reasonable discretion, due to disruptive behavior of users or people visiting the plaza area or safety concerns. The right of the public to use the plaza is subject to compliance with rules established by Stanford from time to time in consultation with City, and may be subject to amendment.

Maintenance Responsibilities
In accordance with the recorded Public Use Agreement, Stanford will be responsible for the maintenance, repair and replacement, at its sole cost, of the Plaza and all associated improvements. Stanford will keep the Plaza and all associated improvements in a good, safe and usable condition, in good repair, and in compliance with all applicable federal, state, county, and local laws.

Residential Component
The residential component of the project will consist of four residential buildings connected by walkways. The project proposes 215 rental units located in 305,130 gross square feet.

Forty-eight percent (48%) of the apartments will be all one-bedroom (or one bedroom with den) units and fifty-two percent (52%) of the apartments will be two-bedroom (or two bedroom with den) units. The one-bedroom units range in size from approximately 735 to 900 square feet, while the two bedroom units range in size from approximately 960 to 1,325 square feet. (NOTE: These numbers are approximate and subject to minor adjustments as the project continues to be refined due to ongoing review and input.)

Stanford will establish a system that will give priority to eligible Stanford faculty and staff first and then to the general public.

Residential Amenities
The interior amenity space within the residential component is geared toward providing on-site convenience to the residents. These facilities include:

- A state-of-the art fitness center, swimming pool and spa;
- A library/business center with high speed "Wi-Fi" and remote conference technology, which will allow residents to work remotely or take advantage of flexible work hours. This area will be designed as part of the project's overall Transportation Demand Management (TDM) program to reduce single-occupancy drivers during peak morning and evening commute times;
- Do-it-yourself bicycle repair stands offer an air pump and basic tools for bicycle commuters and residents;
- A community workshop area to allow residents space to work on hobbies and projects;
- Outdoor cooking and dining facilities; and
- Outdoor work spaces

The design of the residential buildings will create a private interior courtyard, including a swimming pool, within a landscaped environment. Lush tranquil interior and perimeter courtyards for the residences are designed to buffer the residents from the adjacent activities on El Camino Real and the Caltrain railroad tracks. Residents will have individual private decks or patios. Rooftop terraces serving as outdoor gathering spaces will be located on upper floors.

Residential Architecture

The residential architecture is inspired by traditional California craftsman design. The architectural design, structured by refined detail finishes and community amenities will provide a new style of apartment living in Menlo Park. The residences are a contemporary interpretation of a design that reflects handcrafted details, possesses a distinct individuality, is constructed of high quality materials, and created with a careful attention to detail. The richness of materials, colors, and details are critical to the successful execution of this architectural style. From the front porches and overlooking verandas, to the graceful terracing of the building, to the public plazas and gardens, the residences are designed to be a welcoming unique place for both its residents and the Menlo Park community.

Office Component

Three buildings across the site will make up the office component of the project, with a total of 143,226 square feet devoted to general commercial office uses. No medical professional offices are proposed. The buildings are three and four stories in height and step back from El Camino Real in conformance with the Specific Plan requirements.

Mixed Use Building 1 (Also referred to as Office 1 + Retail)

As mandated by the Menlo Park El Camino Real/Downtown Specific Plan, the first floor of Building 1 will contain a minimum of 10,000 square feet of shops and/or cafes. This retail space is intended to both activate the plaza, and integrate it with passive and community activities that will take place in the plaza. This first floor space could have a variety of uses from coffee shops, restaurants and eateries to, bike shops and fitness studios. A portion of the adjacent plaza has be reserved for outdoor dining and outdoor sales in association with adjacent retail. Above the retail space, approximately 24,240 square feet of offices are located on the second and third floors.

Office Building 2

Office building 2 is an articulated three-story building with a total area of approximately 88,600 square feet. This building is located on the north side of the Cambridge Avenue entrance. The building's central feature is a courtyard plaza providing a visual break along El Camino Real. The building will also have rooftop terraces that face El Camino Real and the foothills in the distance.

Office Building 3

Office building 3 is a three-story building with a total area of approximately 30,000 square feet. The ground level of this building is surface parking, with the building façade designed to look like a three-story office building. This building is located on the south side of the Cambridge Avenue entrance and adjacent to the Stanford Park Hotel.

Office Architecture

The architectural concept for these buildings is to reflect the look, feel and quality of Menlo Park. Neighborhood character is further promoted by the use of highly articulated architecture, buildings that address El Camino, with balconies and building entrances that embrace the outdoors.

The architectural style is a contemporary interpretation of Mission Revival, an early 20th century mainstay of California downtowns that will blend nicely with the adjacent residential architecture. This modern interpretation preserves the romantic character of this very humanistic approach to building. These buildings introduce a more modern update in the use of materials, lack of ornamentation, and attention to detail, while achieving a strong pedestrian scale. Windows are scaled to suggest the uses within, massing pushes in and out to create interesting interior spaces while helping model the facades. Materials that are used provide the opportunity to pronounce color, detail, warmth and variety. Light building colors will contrast with modern, zinc roofing materials. Accent elements will include the use of natural stone, ceramic ornaments and modern wrought iron artistic features.

A major aspect of this architecture style is the use of the roofs for usable outdoor spaces. Offices open onto large upper floor terraces, providing the opportunity for outdoor meetings and activation of the buildings as experienced from the street. These buildings connect to their users, to those passing by, to their immediate environment, and help establish a new pedestrian sense of scale along El Camino Real. The northern-most building will house retail on the first floor, opening out onto the large, public Middle Plaza. This building can accommodate a variety of retail uses to reflect the retail needs and character of Menlo Park. These uses will help enliven Middle Plaza as they will be encouraged to include outdoor seating and allow their uses to spill out onto the plaza.

Project Access and Parking

The project site is adjacent to El Camino Real. The primary access points for the project will be at two signalized intersections, Middle Avenue at El Camino Real and Cambridge Avenue at El Camino Real. Consistent with the El Camino Real/Downtown Specific Plan and related environmental documents, the project will complete the fourth leg of the signalized Middle Avenue and Cambridge Avenue intersections. The site design also allows for exiting the Stanford Park Hotel at Cambridge, allowing for those leaving the hotel to go southbound on El Camino, without having to make a U-turn at Cambridge. (Currently, hotel patrons leaving and wish to go southbound on El Camino Real need to make a U-turn at Cambridge.)

In addition to the two signalized intersections, there are two non-signalized entrances into the project. The most northern of these access points is located north of Middle Avenue, and provides a “right-in/right-out” opportunity. This northern entrance is located to serve a small surface parking area for the retail and commercial office opportunities located at Middle Plaza, as well as access to the underground parking garage. The second “right-in/right-out” entrance is located between the Middle Avenue and Cambridge Avenue intersections across from Partridge Avenue.

As proposed, the majority of the project parking will be provided in underground parking garages, allowing for ample open space throughout the project. There will be some surface spaces available for the retail node at Middle Plaza, as well as some short term loading and visitor spaces located around the residential and office buildings.

Total Parking Supply: 930 Spaces

- Residential parking spaces: 359 Spaces
- Parking for Office Buildings 1, 2, and 3: 509 spaces
- Parking for retail (The first floor of Office Building 1): 62 Spaces

There will be 153 surface parking spaces, and 777 spaces in the two parking garages. The project parking supply numbers shown are based on a shared parking analysis prepared by Fehr and Peers, and are subject to review and approval by the City of Menlo Park. Electric vehicle charging stations will be provided per City and CALGreen requirements. The numbers shown are subject to minor adjustments as the project continues to be refined due to ongoing review and input.

Bicycle Parking:
A minimum of 238 bike parking spaces will be provided within the project as follows:

- Long Term (or Class I) Bicycle Spaces: 216 Bikes
- Short Term (or Class II) Bicycle Spaces: 22 Bikes

Also, an additional 33 short term bicycle parking spaces have been added to the plaza.

Community Outreach
Stanford has held a series of community outreach events in an effort to invite input from the Menlo Park community our overall project layout, plaza design, and architectural elements. The primary outreach events were:

- February 3rd & February 5th, 2015
    - Two Stakeholder focus groups were held with about two dozen participants to focus on what "Menlo Park character" meant.

- May 28 & 30, 2015 - Community Workshop/Open House
    - We held our first set of community public outreach meetings in spring 2015. We held one evening meeting for two hours, and followed up with a Saturday afternoon open house for four hours. Attendance was estimated to be over a hundred people between the two meetings.

- Fall 2015, Laurel School: "How Do Communities Change and Grow? A 3rd grade project based learning unit created by Laurel School, Menlo Park City School District

- November 5th and 7th 2015 - Open House
    - We held our second set of community public outreach meetings in the fall 2015. We held one evening meeting for two hours, and followed up with a Saturday afternoon open house for four hours. Attendance was estimated to be over a hundred people between the two meetings.

- March 16, 2017 Open House
    - This open house was to show the community our most recent plans in advance of filing an application with City. Attendance was estimated to be just under a hundred people at this meeting.

Other meetings:
Presentation to the Sierra Club- October 28, 2013
Listening Lunch with Menlo Park Deserves Better Representatives- December 11, 2014

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.1 Development Intensity					
E.3.1.01	Business and Professional office (inclusive of medical and dental office) shall not exceed one half of the base FAR or public benefit bonus FAR, whichever is applicable.	No commercial space	No commercial space	No commercial space	Base FAR = 1.17 (1.25 max) and Office FAR = 0.42 (0.625) max
E.3.1.02	Medical and Dental office shall not exceed one third of the base FAR or public benefit bonus FAR, whichever is	No medical or dental office	No medical or dental office	No medical or dental office	No medical or dental office
E.3.2 Height					
E.3.2.01	Roof-mounted mechanical equipment, solar panels, and similar equipment may exceed the maximum building height, but shall be screened from view from publicly- accessible spaces.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from view by parapets and roof elements.	Roof-mounted equipment is screened from viewby parapets and roof elements.
E.3.2.02	Vertical building projections such as parapets and balcony railings may extend up to 4 feet beyond the maximum façade height or the maximum building height, and shall be integrated into the design of the building.	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections extend less than the allowed 4 feet beyond the maximum building height. Projections are integrated in the roof design	Vertical building projections such as parapets and balcony railings do not exceed maximum façade or height.
E.3.2.03	Rooftop elements that may need to exceed the maximum building height due to their function, such as stair and elevator towers, shall not exceed 14 feet beyond the maximum building height. Such rooftop elements shall be integrated into the design of the building.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Roof-top elements at the elevator/stair core does not exceeds 14 feet beyond the maximum building height. This element is integrated into the roof design.	Stair and elevator towers do not exceed maximum building height.
E.3.3 Setbacks and Projections within Setbacks					
E.3.3.01	Front setback areas shall be developed with sidewalks, plazas, and/or landscaping as appropriate.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.	Sidewalks and landscape have been developed in the front setback.
E.3.3.02	Parking shall not be permitted in front setback areas.	No parking occurs in the front setback	No parking occurs in the front setback	No parking occurs in the front setback	No parking occurs in the front setback
E.3.3.03	In areas where no or a minimal setback is required, limited setback for store or lobby entry recesses shall not exceed a maximum of 4-foot depth and a maximum of 6-foot width.	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone
E.3.3.04	In areas where no or a minimal setback is required, building projections, such as balconies, bay windows and dormer windows, shall not project beyond a maximum of 3 feet from the building face into the sidewalk clear walking zone, public right-of-way or public spaces, provided they have a minimum 8-foot vertical clearance above the sidewalk clear walking zone, public right-of-way or public space.	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone	N/A- not in zero-foot setback zone
E.3.3.05	In areas where setbacks are required, building projections, such as balconies, bay windows and dormer windows, at or above the second habitable floor shall not project beyond a maximum of 5 feet from the building face into the setback area.	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face. (Building line is set at 14'-1" setback with no building projections forward of building	Building projections do not extend beyond the maximum of 5 feet from the building face
E.3.3.06	The total area of all building projections shall not exceed 35% of the primary building façade area. Primary building façade is the façade built at the property or setback line.	The total area of all building projections does not exceed 35% of the primary building façade area.	N/A due to the fact that the building facade is further back from the setback line.	The total area of all building projections does not exceed 35% of the primary building façade area.	The total area of all building projections does not exceed 35% of the primary building façade area.
E.3.3.07	Architectural projections like canopies, awnings and signage shall not project beyond a maximum of 6 feet horizontally from the building face at the property line or at the minimum setback line. There shall be a minimum of 8-foot vertical clearance above the sidewalk, public right- of-way or public space.	All building canopies and projections are withing the minimum setback lines	All building canopies and projections are withing the minimum setback lines	All building canopies and projections are withing the minimum setback lines	All building canopies and projections are withing the minimum setback lines
E.3.3.08	No development activities may take place within the San Francisquito Creek bed, below the creek bank, or in the riparian	not applicable	not applicable	not applicable	not applicable
E.3.4 Massing and Modulation					
E.3.4.1 Building Breaks					
E.3.4.1.01	The total of all building breaks shall not exceed 25 percent of the primary façade plane in a development.	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%	Total building breaks= 395'-11" Total façade plane length= 1595'-8" Ratio: 24.8%
E.3.4.1.02	Building breaks shall be located at ground level and extend the entire building height.	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continous from the	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continous from the	Please see Sheets A22.3 to A22.5 which show the location of the building breaks and how they are continous from the	Building breaks are located at ground level and extend the entire building height. See Sheets A14.1-A14.9 for detailed compliance diagrams.
E.3.4.1.03	In all districts except the ECR-SE zoning district, recesses that function as building breaks shall have minimum dimensions of 20 feet in width and depth and a maximum dimension of 50 feet in width. For the ECR-SE zoning district, recesses that function as building breaks shall have a minimum dimension of 60 feet in width and 40 feet in depth.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The project is located in the ECR-SE zone The recess between Building A & C is 64'-7" wide and 40' deep.	The project is located in the ECR-SE zone. The recess between Building A & C is 64'-7" wide and 40' deep.	The office buildngs comply with the building break requirements of the ECR-SE zone. See sheet A2.2 for an illustration of the buiding breaks.

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E.3.4.1.04	Building breaks shall be accompanied with a major change in fenestration pattern, material and color to have a distinct treatment for each volume.	The detailing of the roof awning, deck railing and color block changes at the building breaks. Forms and fenestration patterns are similar between buildings A and B. Changes occur in material differences (i.e. siding and stucco to shingles and brick) and in color	The detailing of the roof awning, deck railing and color block changes at the building breaks	The detailing of the roof awning, deck railing and color block changes at the building breaks	Building breaks for the office buildings are further defined by chages in fenestration and varying architectural features. Building forms vary as well as use of some details such as ceramc tile arches and arched windows and metal screens at building 3.
E.3.4.1.05	In all districts except the ECR-SE zoning district, building breaks shall be required as shown in Table E3.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.	N/A- property is in the ECR SE zone.
E.3.4.1.06	In the ECR-SE zoning district, and consistent with Table E4 the building breaks shall: □ Comply with Figure E9; □ Be a minimum of 60 feet in width, except where noted on Figure E9; □ Be a minimum of 120 feet in width at Middle Avenue; □ Align with intersecting streets, except for the area between Roble Avenue and Middle Avenue; □ Be provided at least every 350 feet in the area between Roble Avenue and Middle Avenue; where properties under different ownership coincide with this measurement, the standard side setbacks (10 to 25 feet) shall be applied, resulting in an effective break of between 20 to 50 feet. □ Extend through the entire building height and depth at Live Oak Avenue, Roble Avenue, Middle Avenue, Partridge Avenue and Harvard Avenue; and □ *Include two publicly-accessible building breaks at Middle Avenue and Roble Avenue.*	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge Avenue	Building breaks align with intersecting streets per Specific Plan figure E9 and Table E4, and are a minimum of 60 feet in width except at Middle Avenue where the building break exceeds the minimum 120 foot width. Puilding breaks extend through the entire building height and depth at Middle Avenue andPartridge Avenue as required. See Plan Sheet A2.2
E.3.4.1.07	In the ECR-SE zoning district, the Middle Avenue break shall include vehicular access; publicly-accessible open space with seating, landscaping and shade; retail and restaurant uses activating the open space; and a pedestrian/bicycle connection to Alma Street and Burgess Park. The Roble Avenue break shall include publicly-accessible open space with seating, landscaping and shade.	The required building break at Middle Avenue exceeds the minimum required width of 120'. The roadway into the project is aligned with the Middle Avenue intersection. Middle Plaza contains landscaping, seating, shade trees with opportunities for retail uses to spill out onto the	not applicable	not applicable	The required building break at Middle Avenue exceeds the minimum required width of 120'. The roadway into the project is aligned with the Middle Avenue intersection. Middle Plaza contains landscaping, seating, shade trees with opportunities for retail uses to spill out onto the plaza.
E.3.4.1.08	In the ECR-SE zoning district, the breaks at Live Oak, Roble, Middle, Partridge and Harvard Avenues may provide vehicular access.	There is a publicly-accessible building break at Middle	There is a publicly-accessible building break at Partridge	There is a publicly-accessible building break at Partridge	The Middle Avenue break provides vehicular access.
E.3.4.2 Façade Modulation and Treatment					
E.3.4.2.01	Building façades facing public rights-of- way or public open spaces shall not exceed 50 feet in length without a minor building façade modulation. At a minimum of every 50’ façade length, the **minor vertical façade modulation** shall be a minimum 2 feet deep by 5 feet wide recess or a minimum 2 foot setback of the building plane from the primary building façade.	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2'	Modulation in the façade occurs within the specified length, not exceeding a 50' façade, and have a min. 2' deep x 5' wide recess.
E.3.4.2.02	Building façades facing public rights-of- way or public open spaces shall not exceed 100 feet in length without a major building modulation. At a minimum of every 100 feet of façade length, a **major vertical façade modulation** shall be a minimum of 6 feet deep by 20 feet wide recess or a minimum of 6 feet setback of building plane from primary building façade for the full height of the building. This standard applies to all districts except ECR NE-L and ECR SW since those two districts are required to provide a building break at every 100 feet.	The façade lengths are broken up as specified. The façade lengths are 89'-6" and 85'-6" between break-ups, and 22'-1" x 8' recess. Residential buildings' major modulations have been met. On compliance plan sheets, some major modulations are noted as minor modulations but recesses meet 6' by 20' recess	N/A Less than 100' long	The façade lengths are broken up as specified. The façade lengths are 86'-6", 96'-8" between break-ups, and 22'-1" x 7'-9" recess.	Modulation of the façade occurs as required with maximum facades lengths not exceeding 100' without a major modulation. Major modulations are a minimum of 6' deep and 20' wide and extend for the full height of the building.
E.3.4.2.03	In addition, the major building façade modulation shall be accompanied with a 4- foot minimum height modulation and a major change in fenestration pattern, material and/or color.	The element providing the break-up in the façade modulation has a change in height and fenetration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenetration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenetration pattern and materials.	The element providing the break-up in the façade modulation has a change in height and fenestration pattern. Variation occurs at or adjacent to major modulations in building form (e.g. use of gable at building 2 at or next to modulation) and in some cases use of arched windows or awnings (e.g. at building 2 and building 1 facing the plaza). Building colors, materials and fenestration patterns generally do not vary at or adjacent to building modulations, although in some cases such as at building 3 ceramic tile is used on wall face to create variation adjacent the major modulation. Changing stucco colors at major

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E.3.4.2.04	Minor façade modulation may be accompanied with a change in fenestration pattern, and/or material, and/or color, and/or height.	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern and	The minor façade modulation has a change in height and fenetration pattern. Changes at minor facade modulations are generally form or height related.
E.3.4.2.05	Buildings should consider sun shading mechanisms, like overhangs, *bris soleils* and clerestory lighting, as façade articulation strategies.	Balcony and roof overhangs provide sun shading	Balcony and roof overhangs provide sun shading	Balcony and roof overhangs provide sun shading	Offices use trellis and awnings as façade articulation strategies.
E.3.4.3 Building Profile					
E.3.4.3.01	The 45-degree building profile shall be set at the minimum setback line to allow for flexibility and variation in building façade height within a district.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.	The 45-degree building profile is cut back above the 38' line as taken from the minimum set-back line.
E.3.4.3.02	Horizontal building and architectural projections, like balconies, bay windows, dormer windows, canopies, awnings, and signage, beyond the 45-degree building profile shall comply with the standards for Building Setbacks & Projection within Setbacks (E.3.3.04 to E.3.3.07) and shall be integrated into the design of the building.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any horizontal building components that extend beyound the 45-degree builing profile line.
E.3.4.3.03	Vertical building projections like parapets and balcony railings shall not extend 4 feet beyond the 45-degree building profile and shall be integrated into the design of the building.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any vertical building components that extend beyound the 45-degree builing profile line.
E.3.4.3.04	Rooftop elements that may need to extend beyond the 45-degree building profile due to their function, such as stair and elevator towers, shall be integrated into the design of the building.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	Please see sections on Sheets A25.2 to A25.5 which demonstrate how the buildings and projections are within the 45-degree building profile.	The office buildings do not have any roof top building components that extend beyound the 45-degree builing profile line.
E.3.4.4 Upper Story Façade Length					
E.3.4.4.01	Building stories above the 38-foot façade height shall have a maximum allowable façade length of 175 feet along a public right-of-way or public open space.	ECR building façade doesn't exceed 38' façade height.	ECR building façade doesn't exceed 38' façade height.	ECR building façade doesn't exceed 38' façade height.	Building stories above the 38' façade height do not exceed 175' in length along a public right-of-way or
E.3.5 Ground Floor Treatment, Entry and Commercial Frontage					
Ground Floor Treatment					
E.3.5.01	The retail or commercial ground floor shall be a minimum 15-foot floor-to-floor height to allow natural light into the space**.**	not applicable	not applicable	not applicable	Ground floor of office 1, 2 & 3 are 15 feet from floor to
E.3.5.02	Ground floor commercial buildings shall have a minimum of 50% transparency (i.e., clear-glass windows) for retail uses, office uses and lobbies to enhance the visual experience from the sidewalk and street. Heavily tinted or mirrored glass	not applicable	not applicable	not applicable	Ground floor of office 1, 2 & 3 have over 50% transparency and use clear vision glass for the
E.3.5.03	Buildings should orient ground-floor retail uses, entries and direct-access residential units to the street.	Residential units along the street frontages have direct	Residential units along the street frontages have direct	Residential units along the street frontages have direct	Retail uses are oriented to streets and public plaza.
E.3.5.04	Buildings should activate the street by providing visually interesting and active uses, such as retail and personal service uses, in ground floors that face the street. If office and residential uses are provided, they should be enhanced with landscaping and interesting building design and materials.	Landscape enhances the building streetscape.	Landscape enhances the building streetscape.	Landscape enhances the building streetscape.	Ground floor of office 1 provides retail stores. Ground floor of office 2 and 3 is office use with interesting building design and enhanced landscaping.
E.3.5.05	For buildings where ground floor retail, commercial or residential uses are not desired or viable, other project-related uses, such as a community room, fitness center, daycare facility or sales center, should be located at the ground floor to activate the street.	Amenity space engages the street along ECR with covered trellis seating area	Amenity space engages the street along ECR with covered trellis seating area	Amenity space engages the street along ECR with covered trellis seating area	Not applicable for office buildings.
E.3.5.06	Blank walls at ground floor are discouraged and should be minimized. When unavoidable, continuous lengths of blank wall at the street should use other appropriate measures such as landscaping or artistic intervention, such as murals.	Blank walls have been avoided	Blank walls have been avoided	Blank walls have been avoided	Blank walls have been avoided
E.3.5.07	Residential units located at ground level should have their floors elevated a minimum of 2 feet to a maximum of 4 feet above the finished grade sidewalk for better transition and privacy, provided that accessibility codes are met.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	At present ground floor entries are shown at 18" above the ground level to address accessibility issues.	Not applicable for office buildings.
E.3.5.08	Architectural projections like canopies and awnings should be integrated with the ground floor and overall building design to break up building mass, to add visual interest to the building and provide shelter and shade.	The combination of recessed window, balconies, and canopies provide interest and	The combination of recessed window, balconies, and canopies provide interest and	The combination of recessed window, balconies, and canopies provide interest and	The office buildigs combine a number of architectural features including arcades, trellises, recessed windows, and awnings to add interest and shade at
Building Entries					
E.3.5.09	Building entries shall be oriented to a public street or other public space. For larger residential buildings with shared entries, the main entry shall be through prominent entry lobbies or central courtyards facing the street. From the street, these entries and courtyards provide additional visual interest, orientation and a sense of invitation.	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	The primary entry between Building A & C is prominent, and interestingly landscaped and leads to courtyard beyond. The elevated bridge between Buildings A & C provide	All main entries for the office buildings are oriented toward a public open space or the public street
E.3.5.10	Entries should be prominent and visually distinctive from the rest of the façade with creative use of scale, materials, glazing, projecting or recessed forms, architectural details, color, and/or awnings.	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by the stool, planter and unique details and are recessed along	Entry areas are identified by architectural features and massing unique to the building façade
E.3.5.11	Multiple entries at street level are encouraged where appropriate.	Multiple entries occur	Multiple entries occur	Multiple entries occur	Multiple entries are used for retail stores of office building 1 at street level.

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E.3.5.12	Ground floor residential units are encouraged to have their entrance from the street.	Residential units along ECR have street-facing entry areas	Residential units along ECR have street-facing entry areas	Residential units along ECR have street-facing entry areas	Not applicable for office buildings.
E.3.5.13	Stoops and entry steps from the street are encouraged for individual unit entries when compliant with applicable accessibility codes. Stoops associated with landscaping create inviting, usable and visually attractive transitions fromprivate spaces to the street.	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Stoops and entry steps occur at the individual unit entries, with adjacent landscaping	Not applicable for office buildings.
E.3.5.14	Building entries are allowed to be recessed from the primary building façade.	Typically recessed 4'-6"	Typically recessed 4'-6"	Typically recessed 4'-6"	Building entries typically have a 1-0" recess
Commercial Frontage					
E.3.5.15	Commercial windows/storefronts shall be recessed from the primary building façade a minimum of 6 inches	not applicable	not applicable	not applicable	All ground floor windows and storefronts are recessed between 8" and 12" at the office buildings. Retail doorways are recessed a minimum of 2'-0"
E.3.5.16	Retail frontage, whether ground floor or upper floor, shall have a minimum 50% of the façade area transparent with clear vision glass, not heavily tinted or highly mirrored glass.	not applicable	not applicable	not applicable	The retail frontage has a minimum of 50% transparency with clear vison glass
E.3.5.17	Storefront design should be consistent with the building's overall design and contribute to establishing a well-defined ground floor for the façade along streets.	not applicable	not applicable	not applicable	Ground floor storefront design is consistent with the overall building design. The arch top windows contribute to establishing a well defined ground floor. See A15.1 to A15.6.
E.3.5.18	The distinction between individual storefronts, entire building façades and adjacent properties should be maintained.	not applicable	not applicable	not applicable	Retail storefronts and office building entries have additional architectural features that make then stand out from the balance of the façade. Storefronts at building 1 sit behind one-story porches/colonnades. Some ground floor street fronting windows at office building 2 have arched openings and ceramic tile at
E.3.5.19	Storefront elements such as windows, entrances and signage should provide clarity and lend interest to the façade.	not applicable	not applicable	not applicable	Retail storefronts and office building entries have additional architecural features that make then stand out from the balance of the façade. Tenant signage adds an additional layer of clarity.
E.3.5.20	Individual storefronts should have clearly defined bays. These bays should be no greater than 20 feet in length. Architectural elements, such as piers, recesses and projections help articulate bays.	not applicable	not applicable	not applicable	Typical storefront bay size is 20 feet or less.
E.3.5.21	All individual retail uses should have direct access from the public sidewalk. For larger retail tenants, entries should occur at lengths at a maximum at every 50 feet, consistent with the typical lot size in downtown.	not applicable	not applicable	not applicable	All individual retail uses have direct access from the public sidewalk or plaza.
E.3.5.22	Recessed doorways for retail uses should be a minimum of two feet in depth. Recessed doorways provide cover or shade, help identify the location of store entrances, provide a clear area for out- swinging doors and offer the opportunity for interesting paving patterns, signage and displays.	not applicable	not applicable	not applicable	Recessed doorways for retail uses in office building 1 are minimum of two feet in depth.
E.3.5.23	Storefronts should remain un-shuttered at night and provide clear views of interior spaces lit from within. If storefronts must be shuttered for security reasons, the shutters should be located on the inside of the store windows and allow for maximum visibility of the interior.	not applicable	not applicable	not applicable	No shutters are proposed
E.3.5.24	Storefronts should not be completely obscured with display cases that prevent customers and pedestrians from seeing	not applicable	not applicable	not applicable	Storefronts will not be obscured with display cases
E.3.5.25	Signage should not be attached to storefront windows.	not applicable	not applicable	not applicable	Signage will be building mounted and not on storefront windows
E.3.6 Open Space					
E.3.6.01	Residential developments or Mixed Use developments with residential use shall have a minimum of 100 square feet of open space per unit created as common open space or a minimum of 80 square feet of open space per unit created as private open space, where private open space shall have a minimum dimension of 6 feet by 6 feet. In case of a mix of private and common open space, such common open space shall be provided at a ratio equal to 1.25 square feet for each one square foot of private open space that is not provided.	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF. See Unit plans and unit data (sheet A21.1) for private open spaces. Many units have private decks or terraces but their sizes and depths vary.	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF	Total open space required @100 sf/unit = 21500 sf. Courtyard open space is 22728 SF	Not applicable for office buildings.
E.3.6.02	Residential open space (whether in common or private areas) and accessible open space above parking podiums up to 16 feet high shall count towards the minimum open space requirement for the development.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Please see sheet A3.2 for calculation of both common and private open space. Only uncovered portions of 2nd floor decks (below 16') above the ground level were counted as space. The remaining open space is all at ground level.	Not applicable for office buildings.
E.3.6.03	Private and/or common open spaces are encouraged in all developments as part of building modulation and articulation to enhance building façade.	Private open space in way of balconies at street frontages create building modulation	Private open space in way of balconies at street frontages create building modulation	Private open space in way of balconies at street frontages create building modulation	Private open space is provided on office building balconies above the 1st floor. Balconies are created by building setback requirements and modulation.
E.3.6.04	Private development should provide accessible and usable common open space for building occupants and/or the general public.	Common open space off of Middle Avenue is open to the general public	Common open space off of Middle Avenue is open to the general public	Common open space off of Middle Avenue is open to the general public	Common open space is provided at all office buildings; at Middle Plaza for building 1, building 2 entry courtyard and building 3 entry plaza.

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		Building A	Building B	Building C	
E.3.6.05	For residential developments, private open space should be designed as an extension of the indoor living area, providing an area that is usable and has some degree of privacy.	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Private open spaces are a deck or patio outside of living area and act as an extension of the living space	Not applicable for office buildings.
E.3.6.06	Landscaping in setback areas should define and enhance pedestrian and open space areas. It should provide visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long. Low landscape and potted landscape along street side of sidewalks shown. Low landscape, planters, and small to medium sized trees spaced at various distances placed along building side of sidewalk with higher concentration of trees near building breaks. See	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long.	Landscaping in setback areas is designed to define and enhance pedestrian and open space areas and provides visual interest to streets and sidewalks, particularly where building façades are long. See L3.1 for sidewalk adjaent planting at building 1, L3.4 at building 2, and L3.5 at building 3. Low planting at planter strip adjacent street edge and between office buiilding 2 and sidewalk. Existing street trees, where shown and windmill palms added at planting strip office building 1 and building side of sidewalk at office building 2.
E.3.6.07	Landscaping of private open spaces should be attractive, durable and drought-resistant.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.	Landscaping of private open spaces is designed to be attractive, durable and drought-resistant planting species are incorporated.
E.3.7 Parking, Service and Utilities					
General Parking and Service Access					
E.3.7.01	The location, number and width of parking and service entrances should be limited to minimize breaks in building design, sidewalk curb cuts and potential conflicts with streetscape elements.	Curb cuts have been minimized	Curb cuts have been minimized	Curb cuts have been minimized	Driveway entrances to the sites have been limited to provide adequate access without the need for multiple curb cuts. The two primary points of entry are located at existing signalized intersections
E.3.7.02	In order to minimize curb cuts, shared entrances for both retail and residential use are encouraged. In shared entrance conditions, secure access for residential parking should be provided.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	All entrances to below grade parking are from within the site and not direct from the public street
E.3.7.03	When feasible, service access and loading docks should be located on secondary streets or alleys and to the rear of the building.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Garage ramp is to be toward rear and have secure access.	Service access is internal to the site with no additional curb cuts along the street
E.3.7.04	The size and pattern of loading dock entrances and doors should be integrated with the overall building design.	Loading/delivery area appears as a vertical Building break	Loading/delivery area appears as a vertical Building break	Loading/delivery area appears as a vertical Building break	Service and deliveries will be received at the building lobbies, no loading docks provided.
E.3.7.05	Loading docks should be screened from public ways and adjacent properties to the greatest extent possible. In particular, buildings that directly adjoin residential properties should limit the potential for loading-related impacts, such as noise. Where possible, loading docks should be internal to the building envelope and equipped with closable doors. For all locations, loading areas should be kept clean.	1 loading zone between building A & B along rear of property	1 loading zone between building A & B along rear of property	2 loading zone between building A & B along rear of property	Not applicable.
E.3.7.06	Surface parking should be visually attractive, address security and safety concerns, retain existing mature trees and incorporate canopy trees for shade. See Section D.5 for more compete guidelines regarding landscaping in parking areas.	6 street parking spaces provided adjacent to community plaza in landscaped	No street parking spaces provided at bldg. B	No street parking spaces provided at bldg. C	Surface parking will be visually attractive, address security and safety concerns and incorporates canopy trees for shade.
Utilities					
E.3.7.07	All utilities in conjunction with new residential and commercial development should be placed underground.	Acknowledged	Acknowledged	Acknowledged	All planned utilites are below grade with pad mounted equipment at grade.
E.3.7.08	Above ground meters, boxes and other utility equipment should be screened from public view through use of landscaping or by integrating into the overall building design.	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	Gas meters are screened from public view. Please refer to the landscape drawing for screening of other utility	All above grade utilities such as transformers and backflows will be screened.
Parking Garages					
E.3.7.09	To promote the use of bicycles, secure bicycle parking shall be provided at the street level of public parking garages. Bicycle parking is also discussed in more detail in Section F.5 “Bicycle Storage Standards and Guidelines.”	Bicycle Parking provided 91 spaces	Bicycle parking 124 spaces provided	Bicycle parking 124 spaces provided	Secure bicycle parking is provided within the 1st level of parking for each office building.
E.3.7.10	Parking garages on downtown parking plazas should avoid monolithic massing by employing change in façade rhythm, materials and/or color.	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade	Not Applicable - Garage is below grade
E.3.7.11	To minimize or eliminate their visibility and impact from the street and other significant public spaces, parking garages should be underground, wrapped by other uses (i.e. parking podium within a development) and/or screened from view through architectural and/or landscape treatment.	Garage is below grade	Garage is below grade	Garage is below grade	The parking garage of office 3 provides green screen with landscaping to minimize their visibility from street. Other parking garages are below grade

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.7.12	Whether free-standing or incorporated into overall building design, garage façades should be designed with a modulated system of vertical openings and pilasters, with design attention to an overall building façade that fits comfortably and compatibly into the pattern, articulation, scale and massing of surrounding building character.	Garages access from rear of Building A	Garages access from rear of Building B	Garages access from rear of Building B	Office building 3 has parking at grade level that is architecurally integrated into the overall building design.
E.3.7.13	Shared parking is encouraged where feasible to minimize space needs, and it is effectively codified through the plan's off-street parking standards and allowance for shared parking studies.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.	Please refer to the traffic study for share parkings.
E.3.7.14	A parking garage roof should be approached as a usable surface and an opportunity for sustainable strategies, such as installment of a green roof, solar panels or other measures that minimize the heat island effect.	not applicable - podium project	not applicable - podium project	not applicable - podium project	not applicable - podium project
E.3.8 Sustainable Practices					
Overall Standards					
E.3.8.01	Unless the Specific Plan area is explicitly exempted, all citywide sustainability codes or requirements shall apply.	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
Overall Guidelines					
E.3.8.02	Because green building standards are constantly evolving, the requirements in this section should be reviewed and updated on a regular basis of at least every two years.	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
Leadership in Energy and Environmental Design (LEED) Standards					
E.3.8.03	Development shall achieve LEED certification, at Silver level or higher, or a LEED Silver equivalent standard for the project types listed below. For LEED certification, the applicable standards include LEED New Construction; LEED Core and Shell; LEED New Homes; LEED Schools; and LEED Commercial Interiors. Attainment shall be achieved through LEED certification or through a City- approved outside auditor for those projects pursing a LEED equivalent standard. The requirements, process and applicable fees for an outside auditor program shall be established by the City and shall be reviewed and updated on a regular basis. LEED certification or equivalent standard, at a Silver lever or higher, shall be required for: □ Newly constructed residential buildings of Group R (single-family,duplex and multi-family); □ Newly constructed commercial buildings of Group B(occupancies including among others office, professional and service type transactions) and Group M (occupancies including among others display or sale of merchandise such as department stores, retail stores, wholesale stores, markets and sales rooms) that are 5,000 gross squarefeet or more; □ New first-time build-outs of commercial interiors that are 20,000 gross square feet or more in buildings of Group B and M occupancies; and □ Major alterations that are 20,000 gross square feet or more in existing buildings of Group B, M and R occupancies, where interior finishes are removed and significant upgrades to structural and mechanical, electrical and/or plumbing systems are	Acknowledged	Acknowledged	Acknowledged	LEED silver is targeted for the overall project. LEED ND will be reviwed by city staff for compliance since one prerequesite is not achieveable due to a requirement of the specific plan. Each individual office building will submit to USGBC for review of LEED CS.
Leadership in Energy and Environmental Design (LEED) Guidelines					
E.3.8.04	The development of larger projects allows for more comprehensive sustainability planning and design, such as efficiency in water use, stormwater management, renewable energy sources and carbon reduction features. A larger development project is defined as one with two or more buildings on a lot one acre or larger in size. Such development projects should have sustainability requirements and GHG reduction targets that address neighborhood planning, in addition to the sustainability requirements for individual buildings (See Standard E.3.8.03 above). These should include being certified or equivalently verified at a LEED-ND (neighborhood development), Silver level or higher, and mandating a phased reduction of GHG emissions over a period of time as prescribed in the 2030 Challenge. The sustainable guidelines listed below are also relevant to the project area. They relate to but do not replace LEED	Acknowledged	Acknowledged	Acknowledged	Acknowledged.
Building Design Guidelines					
E.3.8.05	Buildings should incorporate narrow floor plates to allow natural light deeper into the interior.	Major living areas of plans all at exterior edge	Major living areas of plans all at exterior edge	Major living areas of plans all at exterior edge	Office 2 has a courtyard to allow natural light deeper into the interior. Buildings 1 and 3 are smaller floorplates and would achieve good daylighting
E.3.8.06	Buildings should reduce use of daytime artificial lighting through design elements, such as bigger wall openings, light shelves, clerestory lighting, skylights, and translucent wall materials.	Clerestory windows are incorporated, large window areas are incorporated	Clerestory windows are incorporated, large window areas are incorporated	Clerestory windows are incorporated, large window areas are incorporated	Large window areas are incorporated. 10' ceilings will alllow daylight to penetrate deep into the space.
E.3.8.07	Buildings should allow for flexibility to regulate the amount of direct sunlight into the interiors. Louvered wall openings or shading devices like *bris soleils* help control solar gain and check overheating. *Bris soleils* , which are permanent sun-shading elements, extend from the sun- facing façade of a building, in the form of horizontal or vertical projections depending on sun orientation, to cut out the sun's direct rays, help protect windows from excessive solar light and heat and reduce glare within.	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Balcony areas have covers, and trellises are incorporated on outdoor living areas	Walls are stepping to create some shade pockets. Trellises, porches, or awnings shade some windows (for example at building 2 as shown on E5 and building 1 as shown on E1). Typical window recess is shown at 9 inches on A15.2, A15.4, A15.6.
E.3.8.08	Where appropriate, buildings should incorporate arcades, trellis and appropriate tree planting to screen and mitigate south and west sun exposure during summer. This guideline would not apply to downtown, the station area and the west side of El Camino Real where buildings have a narrower setback and street trees provide shade.	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Balcony areas have covers, and trellises are incorporated on outdoor living areas. Street trees planned to brove west	Arcades and trellis are incorporated.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.8.09	Operable windows are encouraged in new buildings for natural ventilation.	Can be incorporated in the window design	Can be incorporated in the window design	Can be incorporated in the window design	Can be incorporated in the window design.
E.3.8.10	To maximize use of solar energy, buildings should consider integrating photovoltaic panels on roofs.	TBD, west roof areas adequate for pv panels	TBD, west roof areas adequate for pv panels	TBD, west roof areas adequate for pv panels	15% of the roof area has been identified for PV
E.3.8.11	Inclusion of recycling centers in kitchen facilities of commercial and residential buildings shall be encouraged. The minimum size of recycling centers in commercial buildings should be 20 cubic feet (48 inches wide x 30 inches deep x 24 inches high) to provide for garbage and recyclable materials.	not applicable	not applicable	not applicable	Recology provides for both recycle and composting .
Stormwater and Wastewater Management Guidelines					
E.3.8.12	Buildings should incorporate intensive or extensive green roofs in their design. Green roofs harvest rain water that can be recycled for plant irrigation or for some domestic uses. Green roofs are also effective in cutting-back on the cooling load of the air conditioning system of the building and reducing the heat island effect from the roof surface.	Green Roof area is provided at 4th floor above lobby area.	Green Roof area is provided at 5th floor above lobby area.	Green Roof area is provided at 5th floor above lobby area.	No Green roofs are planned for the office buildings.
E.3.8.13	Projects should use porous material on driveways and parking lots to minimize stormwater run-off from paved surfaces.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	The stormwater treatmemt approach is identified in the civil sheets.
Landscaping Guidelines					
E.3.8.14	Planting plans should support passive heating and cooling of buildings and outdoor spaces.	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and	Planting materials and locations are incorporated to support passive heating and cooling of buildings and outdoor spaces.
E.3.8.15	Regional native and drought resistant plant species are encouraged as planting material.	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting	Regional native and drought resistant plant species are incorporated as planting material.
E.3.8.16	Provision of efficient irrigation system is recommended, consistent with the City's Municipal Code Chapter 12.44 "Water-Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".	Efficient irrigation system is incorporated to be consistent with the City's Municipal Code Chapter 12.44 "Water- Efficient Landscaping".
Lighting Standards					
E.3.8.17	Exterior lighting fixtures shall use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.	Exterior lighting fixtures use fixtures with low cut-off angles, appropriately positioned, to minimize glare into dwelling units and light pollution into the night sky.
E.3.8.18	Lighting in parking garages shall be screened and controlled so as not to disturb surrounding properties, but shall ensure adequate public security.	All strucured parking is below grade.	All strucured parking is below grade.	All strucured parking is below grade.	All strucured parking is below grade.
Lighting Guidelines					
E.3.8.19	Energy-efficient and color-balanced outdoor lighting, at the lowest lighting levels possible, are encouraged to provide for safe pedestrian and auto circulation.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.20	Improvements should use ENERGY STAR-qualified fixtures to reduce a building's energy consumption.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.21	Installation of high-efficiency lighting systems with advanced lighting control, including motion sensors tied to dimmable lighting controls or lighting controlled by timers set to turn off at the earliest practicable hour, are recommended.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
Green Building Material Guidelines					
E.3.8.22	The reuse and recycle of construction and demolition materials is recommended. The use of demolition materials as a base course for a parking lot keeps materials out of landfills and reduces costs.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.23	The use of products with identifiable recycled content, including post-industrial content with a preference for post-consumer content, are encouraged.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.

Section	Requirement	Residential Evaluation			Office Buildings
		Building A	Building B	Building C	
E.3.8.24	Building materials, components, and systems found locally or regionally should be used, thereby saving energy and resources in transportation.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.25	A design with adequate space to facilitate recycling collection and to incorporate a solid waste management program, preventing waste generation, is recommended.	Recyling center for collection provided	Recyling center for collection provided	Recyling center for collection provided	Sustainable initiatives are currently being developed, and may be verified through building permits.
E.3.8.26	The use of material from renewable sources is encouraged.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.	Sustainable initiatives are currently being developed, and may be verified through building permits.

ATTACHMENT M

Arborist Report

300-550 El Camino Real
Menlo Park, CA

PREPARED FOR
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May 19, 2017

Arborist Report
300-550 El Camino Real
Menlo Park, CA

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Tree Assessment Map
Tree Assessment Data

Arborist Report
300-550 El Camino Real
Menlo Park, CA

Introduction and Overview

Stanford Real Estate is planning to redevelop properties at 300-550 El Camino Real in Menlo Park, CA. Currently the site is a series of vacant commercial buildings with associated landscapes and parking lots. In 2012 Ray Morneau prepared a Tree Inventory Report for the site. In 2015, HortScience, Inc. updated that report by preparing a Tree Inventory and Assessment Report for the site. Now that project plans have been prepared, an Arborist Report has been prepared using the tree inventory and project site development plans. This report provides the following information:

1. A survey of trees currently growing on the site.
2. An assessment of the impacts of constructing the proposed project on the trees.
3. Recommendations for tree removal and replacement.
4. Guidelines for tree preservation during the design, construction and maintenance phases of development.

Tree Assessment Methods

Trees were assessed on March 20, 2015. The survey included trees 4" in diameter and greater, located within and adjacent to the proposed project area and all street trees. The assessment procedure consisted of the following steps:

1. Identifying the tree as to species;
2. Measuring the trunk diameter at 4.5' above grade. For multi-trunked trees, trunk diameter is measured at the point where the trunks divide. If the multiple trunks arise from ground level, each trunk is measured at 4.5' above grade (per direction of City Arborist).
3. Evaluating the health and structural condition using a scale of 1 – 5:

   5 - A healthy, vigorous tree, reasonably free of signs and symptoms of disease, with good structure and form typical of the species.

   4 - Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.

   3 - Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.

   2 - Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.

   1 - Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated.

4. Rating the suitability for preservation as "high", "moderate" or "low". Suitability for preservation considers the health, age and structural condition of the tree, and its potential to remain an asset to the site for years to come.

   High: Trees with good health and structural stability that have the potential for longevity at the site.

   Moderate: Trees with somewhat declining health and/or structural defects that can be abated with treatment. The tree will require more intense

management and monitoring, and may have shorter life span than those in 'high' category.

Low: Tree in poor health or with significant structural defects that cannot be mitigated. Tree is expected to continue to decline, regardless of treatment. The species or individual may have characteristics that are undesirable for landscapes and generally are unsuited for use areas.

Description of Trees

One hundred six (106) trees representing 12 species were evaluated (Table 1). The assessment included 42 street trees and 22 off-site trees located at the northeast and northwest property lines that had canopies overhanging the property. Descriptions of each tree are found in the ***Tree Assessment Form*** and approximate locations are plotted on the ***Tree Inventory Map*** (see Exhibits).

Table 1. Condition ratings and frequency of occurrence of trees 300-550 El Camino Real, Menlo Park, CA

Common Name	Scientific Name	Condition				Total
		Dead (0)	Poor (1-2)	Fair (3)	Good (4-5)	
Tree of heaven	*Ailanthus altissima*	-	1	2	-	**3**
Blue gum	*Eucalyptus globulus*	-	9	-	-	**9**
Silver dollar gum	*Eucalyptus polyanthemos*	-	4	2	-	**6**
Wilson holly	*Ilex* 'Wilsonii'	-	-	3	-	**3**
Hollywood juniper	*Juniperus chinensis* 'Kaizuka'	-	-	1	-	**1**
Canary Island date palm	*Phoenix canariensis*	-	-	5	-	**5**
Italian stone pine	*Pinus pinea*	1	1	3	-	**5**
London plane	*Platanus* x *hispanica*	-	-	9	43	**52**
Coast live oak	*Quercus agrifolia*	1	2	6	-	**9**
Holly oak	*Quercus ilex*	-	1	5	-	**6**
Valley oak	*Quercus lobata*	-	1	-	-	**1**
Coast redwood	*Sequoia sempervirens*	-	-	-	6	**6**
Total		**2**	**19**	**36**	**49**	**106**

Overall, 46% of the trees were in good, 34% in fair condition, and 18% in poor condition. Two trees had died since 2012: Italian stone pine #58 (36" trunk diameter) and coast live oak #28 (4" diameter). Trees ranged from young to mature with trunk diameters from 2" to 44" (13" diameter average) for single trunked trees. Fourteen trees had two or more trunks.

London plane was the most common tree assessed (52 trees, 50% of the population). The majority (42 trees) of these trees were street trees growing along El Camino Real (Photo 1). Ten trees were off-site, located along the northeast property line. The London planes ranged from young to semi-mature with trunk diameters ranging from 2 to 19". The majority of the trees were young with an average diameter of 8". The London planes were in good condition (43 trees) with nine trees in fair condition and none in poor condition. London plane was one of only two species rated in good condition.

Nine coast live oaks were assessed on-site. They ranged in condition from fair (9 trees) to poor (2 trees) with one dead tree. The coast live oaks ranged from young (4" trunk diameter) to mature (25" trunk diameter) with an average diameter of 11". The largest of the coast live oaks (#115), located off-site on the northeast property line, was declining potentially from irrigation spray directly on the trunk (Photo 2).

Photo 1 (far left). London plane street trees (#39 in front) lined El Camino Real.

Photo 2 (near left). Off-site coast live oak #115 was declining, likely from irrigation spray on the trunk. Bleeding at the base of the trunk indicates possible root disease.

Nine off-site blue gum eucalyptus were assessed on the northwest boundary of the property. Some of these trees appeared to be the dwarf cultivar (*Eucalyptus globulus* 'Compacta'). These trees had been topped to maintain clearance for overhead utilities, resulting in their poor condition (Photo 3). The blue gums were semi-mature to mature with the smallest diameter of the group being 19".

Six silver dollar gums were growing in small openings in the asphalt. These trees were in poor to fair condition with no trees in good condition. Four of the silver dollar gums were small volunteers (#80-83) while two were mature planted trees (#84 & 85).

Photo 3 – The off-site blue gums along the northwest boundary of the property had been topped for utilities.

Six coast redwoods were present throughout the site. They were all in good condition and varied in diameter from 17" to 25".

Six holly oaks were growing along internal fences separating the properties from each other. They were in fair (5 trees) to poor (1 tree) condition with no trees in good condition.

Three species were represented by five individuals or fewer:

- Five Canary Island pines were growing near the southeastern corner of the property.
- Five Italian stone pines (Photo 4).
- Three trees of heaven.
- Three Wilson hollies.
- One Hollywood juniper.
- One large valley oak in poor condition.

While we did not assess individual trees along the Caltrain Right of Way (Trees #128-222, tagged and described by Ray Morneau in 2012), we walked the edge to evaluate overall condition. The vegetation was almost exclusively coast live oak and coast redwood that appeared healthy (Photo 5). We did note that tree #214 was declining.

Photo 4. Italian stone pine #59 was in fair condition; #58 (on left) was dead.

Photo 5. Coast live oaks along the Caltrain ROW formed an attractive and functional screen.

City of Menlo Park Protected Trees

The City of Menlo Park Municipal Code Ch. 13.24 protects Heritage trees, which are defined as:

1. Any tree having a trunk diameter of 15" or more.
2. Any oak tree native to California with a trunk diameter of 10" or more.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Ay tree with more than one trunk measured at the highest point where the trunks divide, with a diameter of 15" or more, with the exception of trees that are under 12' in height.

Of the 106 trees assessed, there were 34 trees that met the criteria for *Heritage* trees by the City of Menlo Park Municipal Code Chapter 13.24. Tree #58 was dead and therefore not included in the *Heritage* tree designation. In addition, there were 42 street trees that are protected, but are not of sufficient size to be classified as *Heritage*. Tree protection status of individual trees is identified in the *Tree Assessment* (see Exhibits).

Heritage trees are required to be preserved and maintained in a state of good health. A permit from the City is required to remove or prune more than one fourth of the canopy and/or roots.

Suitability for Preservation

Before evaluating the impacts that will occur during development, it is important to consider the quality of the tree resource itself, and the potential for individual trees to function well over an extended length of time. Trees that are preserved on development sites must be carefully selected to make sure that they may survive development impacts, adapt to a new environment and perform well in the landscape.

Our goal is to identify trees that have the potential for long-term health, structural stability and longevity. For trees growing in open fields, away from areas where people and property are present, structural defects and/or poor health presents a low risk of damage or injury if they fail. However, we must be concerned about safety in use areas. Therefore, where development encroaches into existing plantings, we must consider their structural stability as well as their potential to grow and thrive in a new environment. Where development will not occur, the normal life cycles of decline, structural failure and death should be allowed to continue.

Evaluation of suitability for preservation considers several factors:

- **Tree health**
  Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees. For example, valley oak #69 is less likely to tolerate construction impacts than a healthier valley oak.

- **Structural integrity**
  Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely.

- **Species response**
  There is a wide variation in the response of individual species to construction impacts and changes in the environment. For instance, both coast redwood and Canary Island date palm are more tolerant of construction impacts than eucalyptus.

- **Tree age and longevity**
  Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.

- **Species invasiveness**
  Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database (http://www.cal-ipc.org/paf/) lists species identified as being invasive. Menlo Park is part of the Central West Floristic Province. Tree of heaven is identified as moderate invasiveness. Blue gum and Canary Island date palm are identified as limited invasiveness.

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (see ***Tree Assessment Forms*** in Exhibits, and Table 2). We consider trees with good suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with poor suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Table 2: Tree suitability for preservation
300-550 El Camino Real, Menlo Park, CA

High These are trees with good health and structural stability that have the potential for longevity at the site. Forty-nine (49) trees had high suitability for preservation.

Moderate Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter life-spans than those in the "high" category. Seventeen (17) trees had moderate suitability for preservation.

Low Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas. Thirty-eight (38) had low suitability for preservation.

Common Name	**Suitability for Preservation**			**Total**
	Low	Moderate	High	
London plane	2	7	43	**52**
Canary Island date palm	-	5	-	**5**
Hollywood juniper	1	-	-	**1**
Coast live oak	5	3	-	**8**
Holly oak	5	1	-	**6**
Wilson holly	2	1	-	**3**
Italian stone pine	4	-	-	**4**
Valley oak	1	-	-	**1**
Tree of heaven	3	-	-	**3**
Silver dollar gum	6	-	-	**6**
Blue gum	9	-	-	**9**
Coast redwood	-	-	6	**6**
Total	**38**	**17**	**49**	**104***

* Does not include two dead trees.

We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where

people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Often the largest trees are the ones given the highest priority for preservation. At this site, prominent trees included three Italian stone pines, one valley oak, one coast live oak, and four coast redwoods (Table 3).

Table 3: Prominent trees
300-550 El Camino Real, Menlo Park, CA

Tag #	Species	Trunk Diameter	Condition	Suitability for preservation	Comments.
48	Italian stone pine	36	Poor	Low	Leaning and strongly asymmetric to W.; canopy low over building; torsion cracks in scaffolds suspected; surrounded by pavement; no basal flare.
49	Italian stone pine	36	Fair	Low	Leaning W.; surrounded by pavement; no basal flare; roots disrupting pavement.
59	Italian stone pine	26	Fair	Low	Asymmetric canopy to N.; surrounded by pavement; no basal flare; roots disrupting pavement.
69	Valley oak	44	Poor	Low	Several very large pruning wounds with decay; sulfur fungus conk; asymmetric form to W.; high likelihood of failure.
115	Coast live oak	25	Fair	Low	In narrow planting strip; thin; twig dieback; poor color; sprinkler head near trunk; base moist; wounds on trunk.
116	Coast redwood	24	Good	High	In narrow planting strip.
117	Coast redwood	25	Good	High	In narrow planting strip.
118	Coast redwood	25	Good	High	In narrow planting strip.
123	Coast redwood	26	Good	High	Trunk fills narrow planting space.

The trees in the best condition and with the highest potential for future performance were the four coast redwoods #116-118, 123. Redwoods are drought sensitive, however, and if adequate water cannot be provided, they will decline. Furthermore, they are sensitive to salts present in some recycled water. Therefore, suitability for preservation of the redwoods depends on the ability to provide high quality water into the future.

Italian stone pines #48, 49, and 56 were impressive specimens that were visible from El Camino Real. They pose some difficulties in preservation, however. Because of their heavy, asymmetric crowns and shallow, wide-spreading root system they require large spaces to remain stable.

- Tree #48 was leaning heavily over the existing building (Photo 6). There appeared to be torsion cracks in the large scaffold branches. It is unlikely the building could be demolished without damaging this tree. Based on our visual inspection we consider this tree to have a high likelihood for failure. We recommend removing it.

Photo 6. Italian stone pine #48

- Tree #49 was leaning away from #48, and its canopy was asymmetric. The base of the tree appeared to be buried (Photo 7). Roots were pushing up the pavement. Retaining this tree would require establishing a tree protection zone at the dripline in which no construction, utilities, excavation, or use occurs. A root collar excavation to determine condition of the base of the tree is recommended if retention of the tree is considered. Based on our visual inspection we consider this tree to have a medium likelihood for failure.

Photo 7. Italian stone pine #49 (inset is base of tree).

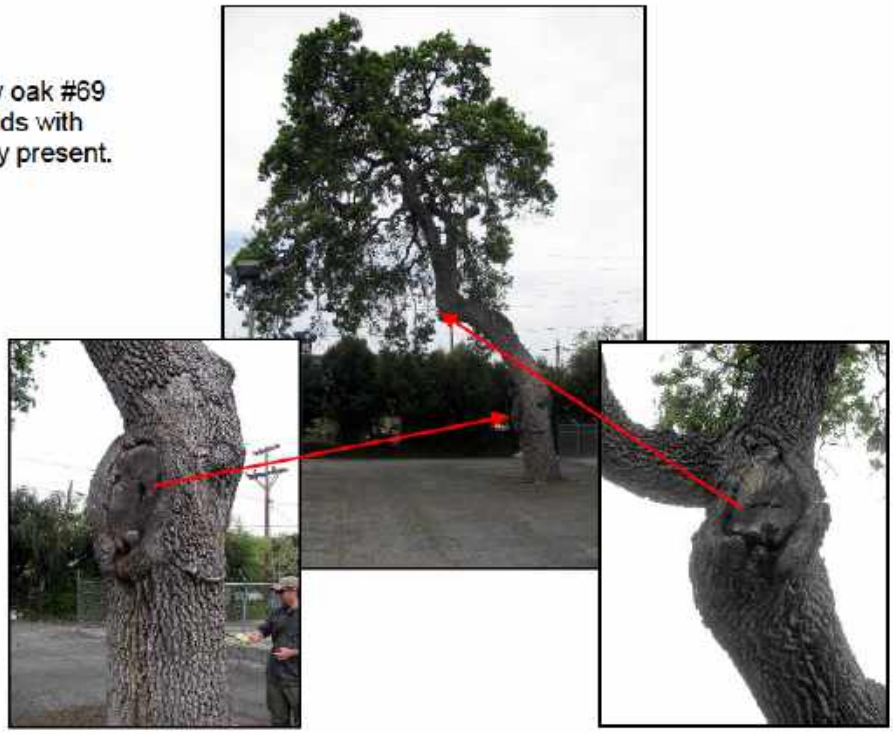
- Tree # 59 was leaning away from dead tree #58 (Photos 8 and 4). Retaining this tree would require establishing a tree protection zone that encompasses the potential fall zone (minimum distance equal to the height of the tree). Because of the lack of basal flare, a root collar excavation to determine condition of the base of the tree is recommended if retention of the tree is considered. Based on our visual inspection we consider this tree to have a medium likelihood for failure.

Photo 8. Italian stone pine #59 on left; dead pine #58 on right has since been removed under permit.

Valley oak #69 was an old tree that has experienced several branch failures and crown reductions from pruning (Photo 9). Extensive internal decay was evident in the resultant wounds.

Remnants of sulfur fungus that decays heartwood was present. It is probable that this tree will fail within a five-year time frame. If the tree is retained, all use and activity would need to be excluded within the potential fall zone (minimum distance equal to the height of the tree).

Photo 9. Valley oak #69 had large wounds with extensive decay present.



Coast live oak #115 was in decline. Note the poor foliage color and density in Photo 11. Healthy coast live oak foliage is deep green and dense, as illustrated in Photo 5. There was an irrigation head near the base of the trunk and the area was wet (arrow in Photo 11 inset). Based on the symptoms, it is likely that the tree has root disease. There were also wounds at the base of the tree and possibly decay. For these reasons we rated the suitability for preservation as low.

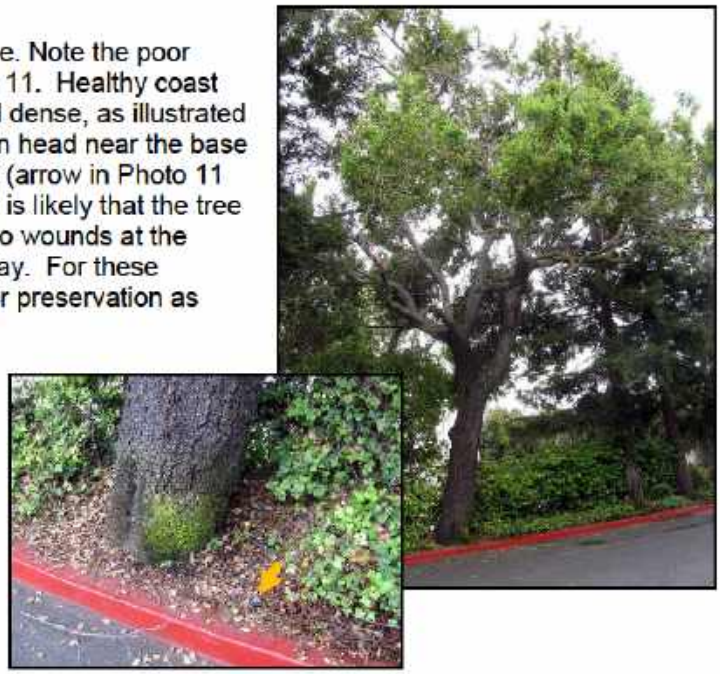


Photo 11. Coast live oak #115.

Evaluation of Impacts and Recommendations for Preservation

Appropriate tree retention develops a practical match between the location and intensity of construction activities and the quality and health of trees. The *Tree Assessment* was the reference point for tree condition and quality. In assessing potential impacts to trees I reviewed the project Preliminary Grading and Drainage Plans and Utility Plans (Sandis, 2/24/17).

The plans for the site are to completely demolish the existing buildings and site features and build a new mix-use project. As a result, all on-site trees will be removed, including 12 Heritage trees, five of which are in poor condition, and 21 non-Heritage trees, 5 of which are in poor condition. In addition, three street trees will be removed to construct driveways into the project off El Camino Real; Heritage trees and street trees proposed for removal are listed in Table 4; non-Heritage trees, in Table 5.

Thirty-nine (39) street trees (London planes, average 8" diameter) will be preserved. Stanford intends to preserve and protect all off-site trees regardless of current condition (Table 6). Because these trees are located within paved areas, they are within a few feet of project demolition and construction. Impacts to tree roots are expected to be moderate to severe. Protecting the trees from excessive damage will require close attention to work procedures as described in the Tree Protection Guidelines. The most important action is:

> Maintain a 15' Tree Protection Zone from Heritage trees and 5' from street trees and non-Heritage trees in which no open trenching for utility installation is allowed. Avoid any excavation within this zone. Maintain the existing subgrade to the extent possible. Any construction activity within the Tree Protection Zone must be monitored and assessed by a qualified arborist.

Regarding the off-site trees, I recommend that the owner of coast live oak #115 have the tree examined by a qualified arborist to determine the extent of decay in the lower trunk and if a root disease is present. If the tree is likely to fail, it would be prudent to remove it before construction.

Table 4. Heritage trees and street trees proposed for removal.

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
Heritage Trees			
48	Italian stone pine	36	Low
49	Italian stone pine	36	Low
59	Italian stone pine	26	Low
69	Valley oak	44	Low
71	Tree of heaven	23	Low
72	Tree of heaven	15	Low
78	Coast live oak	11	Low
79	Coast live oak	8, 6	Low
84	Silver dollar gum	26	Low
86	Silver dollar gum	32	Low
276	Coast live oak	14	Low
277	Tree of heaven	15	Low
Street Trees			
23	London plane	8	High
24	London plane	9	High

65	London plane	3	Moderate

Table 5. Non-Heritage trees proposed for removal.

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
12	Hollywood juniper	11, 6, 5, 3	Low
25	Coast live oak	5, 4, 2, 2, 2	Moderate
26	Coast live oak	3, 3	Moderate
27	Holly oak	10, 8	Moderate
28	Coast live oak	4	Dead
29	Wilson holly	6	Low
30	Wilson holly	6	Low
31	Coast live oak	6	Moderate
32	Wilson holly	7	Moderate
58	Italian stone pine	36	Dead
60	Holly oak	4, 4	Low
66	Holly oak	11	Low
67	Holly oak	10	Low
68	Holly oak	12	Low
70	Holly oak	13	Low
73	Coast live oak	6	Low
74	Italian stone pine	9	Low
80	Silver dollar gum	6, 5, 4	Low
81	Silver dollar gum	10, 10	Low
82	Silver dollar gum	9, 7, 7, 5	Low
83	Silver dollar gum	6, 6	Low

Table 6. Off-site trees to be preserved.

Tag #	Species	Heritage Tree?	Trunk Diameter (in.)	Suitability for Preservation
101	Blue gum	Yes	21	Low
102	Blue gum	Yes	30	Low
103	Blue gum	Yes	25	Low
104	Blue gum	Yes	19	Low
105	Blue gum	Yes	19	Low
106	Blue gum	Yes	28	Low
107	Blue gum	Yes	26	Low
108	Blue gum	Yes	20	Low
109	Blue gum	Yes	24	Low
110	London plane	No	7	Low
111	London plane	No	6	Low

Tag #	Species	Heritage Tree?	Trunk Diameter (in.)	Suitability for Preservation
112	London plane	No	8	Moderate
113	Coast redwood	Yes	17	High
114	Coast redwood	Yes	19	High
115	Coast live oak	Yes	25	Low
116	Coast redwood	Yes	24	High
117	Coast redwood	Yes	25	High
118	Coast redwood	Yes	25	High
119	London plane	No	12	High
121	London plane	No	8	Moderate
122	London plane	Yes	15	High
123	Coast redwood	Yes	26	High
124	London plane	No	11	High
125	London plane	No	7	High
126	London plane	No	10	High
127	London plane	No	9	Moderate

Tree Preservation Guidelines

The goal of tree preservation is not merely tree survival during development but maintenance of tree health and beauty for many years. Trees retained on sites that are either subject to extensive injury during construction or are inadequately maintained become a liability rather than an asset. The response of individual trees depends on the amount of excavation and grading, care with which demolition is undertaken, and construction methods. Coordinating any construction activity inside the **TREE PROTECTION ZONE** can minimize these impacts.

The following recommendations will help reduce impacts to trees from development and maintain and improve their health and vitality through the clearing, grading and construction phases.

Trees to be Preserved

#1-4, 13-24, 35-47, 50-57, 61-65, 101-119, 121-127.

Tree Protection Zone

Because trees to be preserved are located within paved areas, they are within a few feet of project demolition and construction. Maintain a 15' Tree Protection Zone from Heritage trees and 5' from street trees and non-Heritage trees.

a. No grading, excavation, construction or storage or dumping of materials shall occur within the **TREE PROTECTION ZONE (TPZ)** without prior authorization.

b. No open trenches for underground services including utilities, sub-drains, water, irrigation or sewer shall be placed in the **TPZ**.

Design Guidelines

1. Plot accurate locations of all trees to be preserved on all project plans. Identify the **TREE PROTECTION ZONE** for each tree.
2. Any changes to the plans affecting the trees should be reviewed by the consulting arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.

3. To minimize excavation near trees to be retained, design pavements and curbs at similar finish grades as existing features.
4. Consider the vertical clearance requirements near trees during design. Avoid designs that would require pruning more than 20% of a tree's canopy.
5. Irrigation systems must be designed so that no trenching that severs roots larger than 1" in diameter will occur within the **TPZ**.
6. **Tree Preservation Guidelines** prepared by the Consulting Arborist, which include specifications for tree protection during demolition and construction, should be included on all plans.
7. Any herbicides placed under paving materials must be safe for use around trees and labeled for that use.
8. Do not lime the subsoil within 50' of any tree. Lime is toxic to tree roots.
9. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.

Demolition and Pre-Construction Recommendations

1. The demolition and construction superintendents shall meet with the project arborist before beginning work to review all work procedures, access routes, storage areas, and tree protection measures.
2. Prior to beginning demolition, install tree protection fencing along the property line adjacent to trees #101-119, 121-127. Fencing shall be 6' chain link with posts sunk into the ground. Fencing shall remain until all construction is complete.
3. Prior to beginning demolition of the sidewalk around the street trees, install temporary trunk protection devices such as winding silt sock wattle or wood planks around trunks or stacking hay bales around tree trunks to a height of approximately 5'. Any low branches that are within the work zone should also be protected. Do not retain wattling around tree trunks for more than 2-3 weeks to avoid damaging trunks from excess moisture.

4. Prune trees to be preserved to clean the crown of dead branches 1" and larger in diameter, raise canopies as needed for construction activities. All pruning shall be done by a State of

California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300). The project arborist will provide pruning specifications prior to site demolition. Branches extending into the work area that can remain following demolition shall be tied back and protected from damage.

5. All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. To the extent feasible tree pruning and removal should be scheduled outside of the breeding season. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.
6. Any changes to the plans affecting the trees should be reviewed by the project arborist with regard to tree impacts. These include, but are not limited to, site plans, improvement plans, utility and drainage plans, grading plans, landscape and irrigation plans, and demolition plans.
7. Tree(s) to be removed that have branches extending into the canopy of tree(s) or located within the **TPZ** of tree(s) to remain shall be removed by a Certified Arborist or Certified Tree Worker and not by the demolition contractor. The Certified Arborist or Certified Tree Worker shall remove the trees in a manner that causes no damage to the tree(s) and understory to remain. Stumps shall be ground below grade.
8. All down brush and trees shall be removed from the **TPZ** either by hand, or with equipment sitting outside the **TPZ**. Extraction shall occur by lifting the material out, not by skidding across the ground. Brush shall be chipped and spread beneath the trees within the **TPZ.**
9. Structures and underground features to be removed within the **TPZ** shall use equipment that will minimize damage to trees above and below ground, and operate from outside the **TPZ**.

Tree Protection during Construction

1. After demolition is completed
2. Any grading or construction work within the **TPZ** of trees to be preserved shall be monitored by the project arborist.
3. Any root pruning within the **TPZ** of trees that is required for construction purposes shall receive the prior approval of and be supervised by the project arborist.
    a. Do not cut roots of any size within 5’ of tree trunks.
    b. Roots larger than 2” diameter shall be left intact. Where possible, tunnel under roots. If root cutting cannot be avoided, the project arborist must observe and advise regarding effects of root removal on tree health and stability.
    c. Roots shall be cut with pruners or hand saw to provide a flat and smooth cut.
4. Do not lime the soil within 20’ of trees. Hydrated lime and quick lime are toxic to tree roots.
5. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.
6. Spoil from trench, footing, utility or other excavation shall not be placed within the **TPZ**, neither temporarily nor permanently.
7. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the project arborist so that appropriate treatments can be applied.

8. Irrigate redwoods to provide adequate moisture to sustain tree health. Plan to apply approximately 60 gallons of water weekly to each tree. During hot weather, additional water will be required.
9. Trees that accumulate a sufficient quantity of dust on their leaves, limbs and trunk as judged by the project arborist shall be spray-washed at the direction of the project arborist.

Tree Protection during Landscape Construction

1. Irrigation systems must be installed so that no trenching severs roots larger than 1" in diameter within the **TREE PROTECTION ZONE**.
2. New landscape to be installed within the **TREE PROTECTION ZONE** shall occur without damaging tree roots by using a pneumatic air spade/air knife or similar to create the planting hole and prepare the soil. The project arborist shall meet with the landscape contract prior to beginning work to discuss work procedures.
3. Soils that have been compacted during constructed shall be decompacted by tilling with a pneumatic air spade/air knife that leaves the tree roots intact. After decompacting the soil, spread 2" compost over the soil surface and incorporate using the pneumatic air spade/air knife.

Summary

Stanford Real Estate is planning to redevelop properties at 300-550 El Camino Real in Menlo Park, CA. Currently the site is a series of vacant commercial buildings with associated landscapes and parking lots. The inventory included trees 4" in diameter and greater, located within and adjacent to the proposed project area.

One hundred six (106) trees representing 12 species were evaluated. There were 42 street trees, all London planes. Tree species on the site included blue gum, tree of heaven, silver dollar gum, Wilson holly, Hollywood juniper, Canary Island date palm, Italian stone pine, coast live oak, holly oak, valley oak and coast redwood. Overall, 46% of the trees were in good, 34% in fair condition, and 18% in poor condition. Two trees were dead, including mature Italian stone pine #58.

In addition there were 95 trees along the Caltrain right-of-way that were not included in our inventory. The trees provided an attractive and effective screen.

Trees were rated for suitability for preservation, which is the long-term potential for a tree to be an asset to the site. Ratings were: high, 49 trees; moderate, 17 trees; and low, 38 trees. We consider trees with high suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Often the largest trees are the ones given the highest priority for preservation. At this site, prominent trees included three Italian stone pines (#48, 49, 59), one valley oak (#69), one coast live oak (#115 located off-site), and four coast redwoods (#116, 117, 118, 123, located off-site). Of these, all except the redwoods had significant health and/or structural problems that make them poor candidates for preservation. The redwoods were in good condition and, if they are regularly irrigated with high quality irrigation water, are good candidates for preservation.

In assessing potential impacts to trees I reviewed the project Preliminary Grading and Drainage Plans and Utility Plans (Sandis, 2/24/17). The plans for the site are to completely demolish the

existing buildings and site features and build a new mixed-use project. As a result, all on-site trees will be removed, including 12 Heritage trees, five of which are in poor condition, and 21 non-Heritage trees, 5 of which are in poor condition. In addition, three street trees will be removed to construct driveways into the project off El Camino Real.

Thirty-nine (39) street trees (London planes, average 8" diameter) will be preserved. Stanford intends to preserve and protect all off-site trees regardless of current condition. Because these trees are located within paved areas, they are within a few feet of project demolition and construction. Impacts to tree roots are expected to be moderate to severe. Protecting the trees from excessive damage will require close attention to work procedures as described in the Tree Protection Guidelines.

If you have any questions about my observations or recommendations, please contact me.

HortScience, Inc.

Nelda Matheny
Board Certified Master Arborist WE-0195B

Exhibits

Tree Inventory Map
Tree Assessment Map
Tree Inventory Data

HORT SCIENCE

Tree Inventory Map

300-550 El Camino Real
Menlo Park, CA

Prepared for:

Stanfrod University

April 3, 2015

Notes:
1. Tree locations are approximate.

2. Basemap is ESRI aerial image.

Legend

○ Trees

N

260

Feet

HORT SCIENCE

325 Ray Street
Pleasanton, CA 94566
Phone (925) 484-0211
Fax (925) 484-0596

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Tree Assessment Map

300-550 El Camino Real
Menlo Park, CA

Prepared for:
Stanfrod University

March 20, 2015

Notes:
1. Tree locations are approximate.

2. Basemap is ESRI aerial image.

3. Colors represent suitability for preservation.

Legend

Suitability for Preservation

- Dead
- High
- Low
- Moderate

N

260 Feet

Revised April 10, 2015

HORT SCIENCE
325 Ray Street
Pleasanton, CA 94566
Phone (925) 484-0211
Fax (925) 484-0596

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
1	London plane	6	Street tree	3	Moderate	Preserve	Street tree; iron grate; curve in trunk.
2	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate.
3	London plane	7	Street tree	4	High	Preserve	Street tree; iron grate.
4	London plane	3	Street tree	3	Moderate	Preserve	Street tree; top dead; restructure.
5	Canary Island date palm	25	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'.
6	Canary Island date palm	31	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
7	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
8	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 20'; frond tips chlorotic.
9	Canary Island date palm	27	Heritage tree	3	Moderate	Preserve	Brown trunk height 23'; frond tips chlorotic.
12	Hollywood juniper	11, 6, 5, 3	No	3	Low	Remove	Dead branch; in planter against building.
13	London plane	11	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
14	London plane	5	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
15	London plane	10	Street tree	4	High	Preserve	Street tree; iron grate around trunk; leaning S. slightly.
16	London plane	9	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
17	London plane	9	Street tree	3	Moderate	Preserve	Street tree; iron grate around trunk; bow in trunk.
18	London plane	8	Street tree	4	High	Preserve	Street tree; iron grate around trunk; bow in trunk.
19	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
20	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
21	London plane	7	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
22	London plane	4	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
23	London plane	8	Street tree	4	High	Remove	Street tree; iron grate around trunk.
24	London plane	9	Street tree	4	High	Remove	Street tree; iron grate around trunk.
25	Coast live oak	5, 4, 2, 2, 2	No	3	Moderate	Remove	Poor structure; multiple trunks; pruned flat against chain link fence.
26	Coast live oak	3, 3	No	3	Moderate	Remove	Codominant at base; hedged against fence.
27	Holly oak	10, 8	No	3	Moderate	Remove	Codominant at base; pruned flat against fence.
28	Coast live oak	4	No	0	-	Remove	Dead.
29	Wilson holly	6	No	3	Low	Remove	Thin; water stressed; hedged along fence.
30	Wilson holly	6	No	3	Low	Remove	Thin; water stressed; hedged along fence.
31	Coast live oak	6	No	3	Moderate	Remove	Hedged along fence.
32	Wilson holly	7	No	3	Moderate	Remove	Hedged along fence.
35	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
36	London plane	10	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
37	London plane	9	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
38	London plane	19	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
39	London plane	6	Street tree	4	High	Preserve	Street tree; iron grate around trunk.
40	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
41	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
42	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
43	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
44	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
45	London plane	7	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
46	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
47	London plane	6	Street tree	4	High	Preserve	Street tree; metal grate around trunk; crown bowed W. away from adjacent pine.
48	Italian stone pine	36	Heritage tree	2	Low	Remove	Leaning and strongly asymmetric to W.; canopy low over building; torsion cracks in scaffolds suspected; surrounded by pavement; no basal flare.
49	Italian stone pine	36	Heritage tree	3	Low	Remove	Leaning W.; surrounded by pavement; no basal flare; roots disrupting pavement.
50	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
51	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
52	London plane	9	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
53	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk; distorted at base from grate.
54	London plane	3	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
55	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
56	London plane	11	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
57	London plane	7	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
58	Italian stone pine	36	Dead	0	-	Remove	Dead.
59	Italian stone pine	26	Heritage tree	3	Low	Remove	Asymmetric canopy to N.; surrounded by pavement; no basal flare; roots disrupting pavement.
60	Holly oak	4, 4	No	3	Low	Remove	Codominant trunks arise at base top bowed to W.
61	London plane	2	Street tree	4	High	Preserve	Street tree; recent planting.
62	London plane	5	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
63	London plane	10	Street tree	4	High	Preserve	Street tree; metal grate around trunk.
64	London plane	8	Street tree	4	High	Preserve	Street tree; metal grate around trunk.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
65	London plane	3	Street tree	3	Moderate	Remove	Street tree; metal grate around trunk; stakes should be removed; cord at 18" partially girdling trunk.
66	Holly oak	11	No	3	Low	Remove	Multiple branches arise at 6'; no central trunk.
67	Holly oak	10	No	2	Low	Remove	W. side of trunk and lower branch dead; poor structure.
68	Holly oak	12	No	3	Low	Remove	Multiple branches at 10'; in small planting space against building.
69	Valley oak	44	Heritage tree	2	Low	Remove	Several very large pruning wounds with decay; sulfur fungus conk; asymmetric form to W.; high likelihood of failure.
70	Holly oak	13	No	3	Low	Remove	Poor structure; multiple branches arise at 8-10'; topped; in small opening in pavement with ivy.
71	Tree of heaven	23	Heritage tree	3	Low	Remove	Engulfed in ivy; asymmetric to W.
72	Tree of heaven	15	Heritage tree	3	Low	Remove	Engulfed in ivy; topped at 20'; multiple branches.
73	Coast live oak	6	No	2	Low	Remove	Topped at 4'; against fence in ivy.
74	Italian stone pine	9	No	3	Low	Remove	Asymmetric form. to N.; at base of utility pole; narrow planting strip against fence; ivy.
78	Coast live oak	11	Heritage tree	3	Low	Remove	Multiple trunks at 6'; no central leader; growing through chain link fence; surrounded by pavement.
79	Coast live oak	8, 6	Heritage tree	2	Low	Remove	Codominant trunks arise at base; growing through chain link fence; trunk growing around pole; surrounded by pavement.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
80	Silver dollar gum	6, 5, 4	No	3	Low	Remove	Multiple trunks from base; surrounded by pavement.
81	Silver dollar gum	10, 10	No	2	Low	Remove	Codominant trunks from base; surrounded by pavement.
82	Silver dollar gum	9, 7, 7, 5	No	2	Low	Remove	Multiple trunks from base; surrounded by pavement.
83	Silver dollar gum	6, 6	No	2	Low	Remove	Codominant trunks from base; surrounded by pavement.
84	Silver dollar gum	28	Heritage tree	3	Low	Remove	Leaning E.; twig dieback; large gall on S.
86	Silver dollar gum	32	Heritage tree	2	Low	Remove	Poor structure; several codominant stems with poor attachments.
101	Blue gum	21	Heritage tree	2	Low	Preserve	Topped; under power lines.
102	Blue gum	30	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
103	Blue gum	25	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
104	Blue gum	19	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
105	Blue gum	19	Heritage tree	2	Low	Preserve	Topped; under power lines.
106	Blue gum	28	Heritage tree	2	Low	Preserve	Topped; under power lines; diameter measured below stem attachments.
107	Blue gum	26	Heritage tree	2	Low	Preserve	Topped; under power lines.
108	Blue gum	20	Heritage tree	2	Low	Preserve	Topped; under power lines.
109	Blue gum	24	Heritage tree	2	Low	Preserve	Topped; under power lines.
110	London plane	7	No	3	Low	Preserve	Under power lines.
111	London plane	6	No	3	Low	Preserve	Under power lines; low vigor.
112	London plane	8	No	3	Moderate	Preserve	Low vigor.

Tree Assessment

300-550 El Camino Real
Menlo Park, CA
March 20, 2015; updated May 2017

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition	Comments
113	Coast redwood	17	Heritage tree	4	High	Preserve	In narrow planting strip; 3" circling root.
114	Coast redwood	19	Heritage tree	4	High	Preserve	In narrow planting strip.
115	Coast live oak	25	Heritage tree	3	Low	Preserve	In narrow planting strip; thin; twig dieback; poor color; sprinkler head near trunk; base moist; wounds on trunk.
116	Coast redwood	24	Heritage tree	4	High	Preserve	In narrow planting strip.
117	Coast redwood	25	Heritage tree	4	High	Preserve	In narrow planting strip.
118	Coast redwood	25	Heritage tree	4	High	Preserve	In narrow planting strip.
119	London plane	12	No	4	High	Preserve	In narrow planting strip with ivy; ivy up trunk.
121	London plane	8	No	3	Moderate	Preserve	In narrow planting strip with ivy; intermediate form.
122	London plane	15	Heritage tree	4	High	Preserve	In narrow planting strip with ivy; ivy up trunk.
123	Coast redwood	26	Heritage tree	5	High	Preserve	Trunk fills narrow planting space.
124	London plane	11	No	4	High	Preserve	In narrow planting strip with ivy.
125	London plane	7	No	4	High	Preserve	In narrow planting strip.
126	London plane	10	No	4	High	Preserve	In narrow planting strip.
127	London plane	9	No	3	Moderate	Preserve	In narrow planting strip; intermediate form.
276	Coast live oak	14	Heritage tree	3	Low	Remove	Engulfed in ivy; chain link fence through tree.
277	Tree of heaven	15	Heritage tree	2	Low	Remove	Engulfed in ivy; leaning W. over street.

June 27, 2017

John Donahoe
Stanford University Land, Buildings and Real Estate
3160 Port Drive, Suite 200
Palo Alto, CA 93404

Subject: Addendum to Arborist Report
300-550 El Camino Real, Menlo Park, CA

Dear Mr. Donahoe:

On May 19, 2017 I prepared an Arborist Report for the subject site which included 106 trees, 34 of which I identified as meeting the City of Menlo Park's definition of Heritage tree. Since then, I have been informed of an addition to the definition that changed the number of Heritage trees as well as the number of permit applications required for Heritage tree removal. This addendum addresses those changes.

City of Menlo Park Protected Trees

The City of Menlo Park Municipal Code Ch. 13.24 protects Heritage trees, which are defined as:

1. Any tree having a trunk diameter of 15" or more.
2. Any oak tree native to California with a trunk diameter of 10" or more.
3. Any tree or group of trees specifically designated by the City Council for protection because of its historical significance, special character or community benefit.
4. Any tree with more than one trunk measured at the highest point where the trunks divide, with a diameter of 15" or more, with the exception of trees that are under 12' in height.

As required in the ordinance, trunk diameters were measured at 4.5' above grade. For multi-trunked trees, trunk diameter was measured at the point where the trunks divide. For trees having more than one trunk, the diameter is measured below the junction of the stems. However, at this site, several of the trees had multiple trunks arising at the ground, so we were not able to measure below the junction. I was told by the City's Arborist that in those cases, each stem should be measured at 4.5' above grade.

Photo 1: Tree #80 had two trunk arising from the ground. I measured the diameters of the 3 trunks present at 4.5' above grade: 6", 5" and 4", totaling 15".

Seven trees had multiple trunks arising from the ground level: #12, 25, 27, 79, 80, 81 and 82 (photo 1). However, none of those trunks were 15" or larger in diameter, so I did not

identify them as Heritage trees. I have since learned that the City's policy is to add the diameter of multiple stems together; if the sum is 15" or greater, the tree is designated as a Heritage Tree. That change has increased the number of Heritage trees at the site from 33 (not counting dead tree #58) to 40 (Table 1).

Table 1: Heritage Trees. 300-550 El Camino Real, Menlo Park

Tag #	Species	Trunk Diameter (in.)	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition
5	Canary Island date palm	25	3	Moderate	Preserve; off-site
6	Canary Island date palm	31	3	Moderate	Preserve
7	Canary Island date palm	27	3	Moderate	Preserve
8	Canary Island date palm	27	3	Moderate	Preserve
9	Canary Island date palm	27	3	Moderate	Transplant
12	Hollywood juniper	11, 6, 5, 3	3	Low	Remove
25	Coast live oak	5, 4, 2, 2, 2	3	Moderate	Remove
27	Holly oak	10, 8	3	Moderate	Remove
48	Italian stone pine	36	2	Low	Remove
49	Italian stone pine	36	3	Low	Remove
59	Italian stone pine	26	3	Low	Remove
69	Valley oak	44	2	Low	Remove
71	Tree of heaven	23	3	Low	Remove
72	Tree of heaven	15	3	Low	Remove
78	Coast live oak	11	3	Low	Remove
79	Coast live oak	8, 6	2	Low	Remove
80	Silver dollar gum	6, 5, 4	3	Low	Remove
81	Silver dollar gum	10, 10	2	Low	Remove
82	Silver dollar gum	9, 7, 7, 5	2	Low	Remove
84	Silver dollar gum	26	3	Low	Remove
86	Silver dollar gum	32	2	Low	Remove
101	Blue gum	21	2	Low	Preserve; off-site
102	Blue gum	30	2	Low	Preserve; off-site
103	Blue gum	25	2	Low	Preserve; off-site
104	Blue gum	19	2	Low	Preserve; off-site
105	Blue gum	19	2	Low	Preserve; off-site
106	Blue gum	28	2	Low	Preserve; off-site
107	Blue gum	26	2	Low	Preserve; off-site
108	Blue gum	20	2	Low	Preserve; off-site

Tag #	Species	Trunk Diameter (in.)	Condition 1=poor 5=excellent	Suitability for Preservation	Proposed Disposition
109	Blue gum	24	2	Low	Preserve; off-site
113	Coast redwood	17	4	High	Preserve; off-site
114	Coast redwood	19	4	High	Preserve; off-site
115	Coast live oak	25	3	Low	Preserve; off-site
116	Coast redwood	24	4	High	Preserve; off-site
117	Coast redwood	25	4	High	Preserve; off-site
118	Coast redwood	25	4	High	Preserve; off-site
122	London plane	15	4	High	Preserve; off-site
123	Coast redwood	26	5	High	Preserve; off-site
276	Coast live oak	14	3	Low	Remove
277	Tree of heaven	15	2	Low	Remove

Heritage Tree Disposition

The plans for the site are to completely demolish the existing buildings and site features and to build a new mix-use project. As a result, 18 Heritage trees, all but two of which have low suitability for preservation because of their health and/or structural condition, are proposed for removal (Table 2). In addition, transplanting Heritage Canary Island date palm #9 to another location on the site is proposed. Heritage tree removal permit applications for each tree are attached, as well as the Tree Inventory Map showing the location of each.

Table 2. Heritage trees proposed for removal. 300-550 El Camino Real, Menlo Park.

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
12	Hollywood juniper	11, 6, 5, 3	Low
25	Coast live oak	5, 4, 2, 2, 2	Moderate
27	Holly oak	10, 8	Moderate
48	Italian stone pine	36	Low
49	Italian stone pine	36	Low
59	Italian stone pine	26	Low
69	Valley oak	44	Low
71	Tree of heaven	23	Low
72	Tree of heaven	15	Low
78	Coast live oak	11	Low
79	Coast live oak	8, 6	Low
80	Silver dollar gum	6, 5, 4	Low
81	Silver dollar gum	10, 10	Low
82	Silver dollar gum	9, 7, 7, 5	Low
84	Silver dollar gum	26	Low

Tag #	Species	Trunk Diameter (in.)	Suitability for Preservation
86	Silver dollar gum	32	Low
276	Coast live oak	14	Low
277	Tree of heaven	15	Low

Replacement trees to mitigate the removal of Heritage trees as well as the planned future location of transplanted palm #9 are shown on the project Landscape Plans (The Guzzardo Partnership, Inc.).

Twenty-one Heritage trees will be preserved in place. Heritage trees are required to be preserved and maintained in a state of good health. A permit from the City is required to remove or prune more than one fourth of the canopy and/or roots. Tree protection and preservation guidelines are provided in the Arborist Report (May 19, 2017).

Sincerely

Nelda Matheny
Registered Consulting Arborist #243

HortScience, Inc. | 325 Ray St. | Pleasanton, CA 94566
phone 925.484.0211 | fax 925.484.5096 | www.hortscience.com

Tree Inventory Map

300-550 El Camino Real
Menlo Park, CA

Prepared for:

Stanfrod University

April 3, 2015

Notes:
1. Tree locations are approximate.

2. Basemap is ESRI aerial image.

Legend

○ Trees

N

260

Feet

HORT SCIENCE

325 Ray Street
Pleasanton, CA 94566
Phone (925) 484-0211
Fax (925) 484-0596

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

June 28, 2017

John Donahoe
Stanford University Land, Buildings and Real Estate
3160 Porter Drive, Suite 200
Palo Alto, CA 93404

Subject: Advanced tree inspection
300-550 El Camino Real, Menlo Park, CA

Dear Mr. Donahoe:

In the Arborist Report (May 19, 2017) for the subject site I described three Heritage trees as lacking basal flare: Italian stone pines (*Pinus pinea*) #49 and 59 and valley oak (*Quercus lobata*) #69. The City of Menlo Park requested that a root collar inspection be performed on each. This report summarizes those inspections.

Methods of Inspection
To inspect the condition of the basal trunk area, the soil at the base of each tree was excavated using a pneumatic device to expose the original basal trunk flare and buttress roots. I then examined the area visually, inspected the condition of the bark and cambium using a chisel, and tested the integrity of the wood to a depth of 18" using a Resistograph®, a decay detection and recording device. I performed the inspection on June 2.

Italian stone pine #49
Italian stone pine #49 is a large, leaning, mature Heritage tree 36" in trunk diameter (photo 1). The foliage was thin and chlorotic (yellow). The base of the trunk had no flare, indicating it likely had fill soil placed over the original root collar. The tree was surrounded by pavement and roots had cracked and uplifted the pavement. There was a velvet top fungus (*Phaeolus schweinitzii*) conk at the base of the trunk on the southwest. This is a fungus that causes extensive root and basal trunk decay in conifers, making the tree more prone to windthrow and lower stem breakage. There are no treatments to halt or repair decay progression in infected trees.

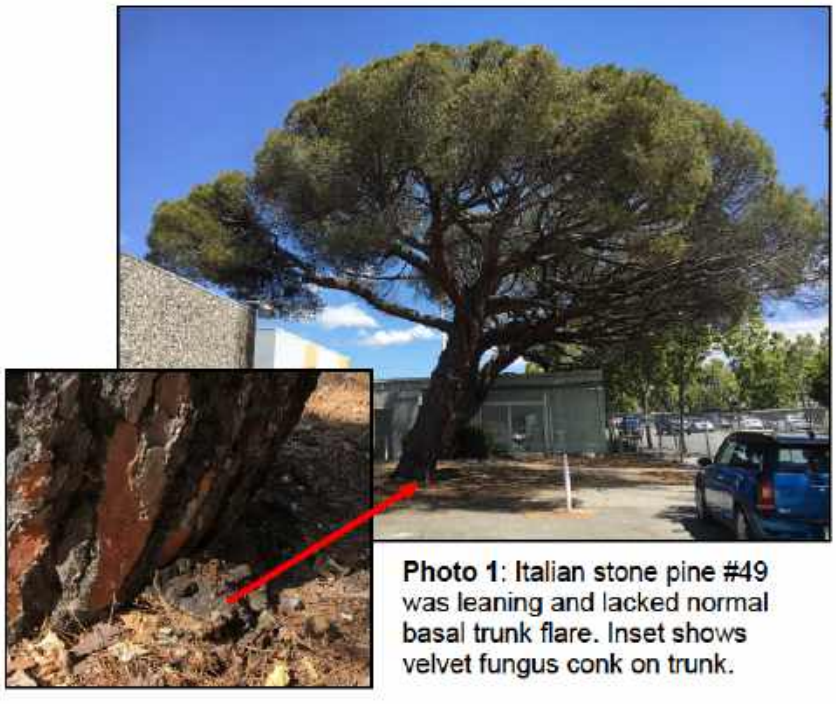


Photo 1: Italian stone pine #49 was leaning and lacked normal basal trunk flare. Inset shows velvet fungus conk on trunk.

The soil around the base of the tree was excavated to a depth

of 20". There was an extensive network of circling adventitious roots around the trunk base (photo 2).

I tested the basal trunk area below the point at which the decay conk was attached. The Resistograph trace indicated that the wood was decayed (fig. 1).

Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

Photo 2: The root collar excavation at tree #49 revealed approximately 20" of fill over the root collar and a dense network of circling adventitious roots.

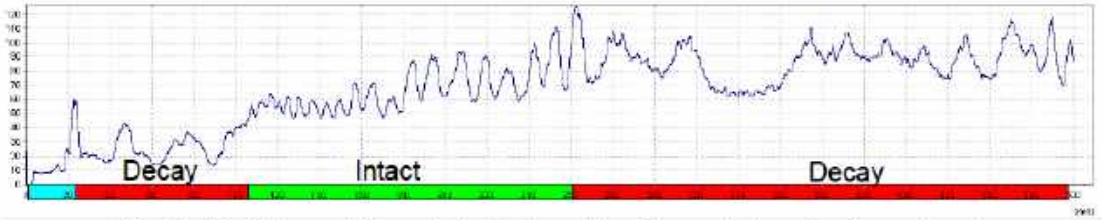


Fig. 1: Resistograph trace into the basal trunk area below the fungal conk.

Italian stone pine #59

Italian stone pine #59 also is a mature Heritage tree with an asymmetric crown (photo 3). The trunk diameter is 26 inches. In 2012 there was an adjacent Heritage pine (#58) that died between then and 2015. The dead tree was removed in 2016.

This tree also lacked basal trunk flare. Excavation revealed 24" of fill soil had been placed over the root collar in years past.

The primary visual clues indicating condiitons of concern for this tree were signs of localized wood failure from tension and compression forces acting acting on the lower trunk. On the west side where the trunk was under compression, the bark was indented (photo 4). One the east side where the trunk was under tension, the

Photo 3: Pine #59 was leaning to the west and lacked basal trunk flare. There was 24" of fill soil over the original root collar.

bark was fractured and protruding outward (photo 5).

Photo 4 (left): Localized failure of the west side of the trunk under compression forces.

Photo 5 (right): Localized failure of the east side of the trunk under tension forces.

Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable.**

Valley oak #69

Valley oak #69 was a mature Heritage tree with a trunk diameter of 44 inches. This tree was in poor condition with several very large pruning wounds with extensive decay and an asymmetric form to the west (photo 6). There were remnants of sulfur fungus (*Laetiperus gilbertsonii*) on the large wound faces. This decay organism causes and cubical brown rot that reduces structural strength and makes the tree prone to failure.

The root collar excavation removed 24" of soil and revealed the presence of a cavity on the north side (photo 7). I was able to insert a 24"-long probe into the cavity. I do not know how much deeper the cavity extended below

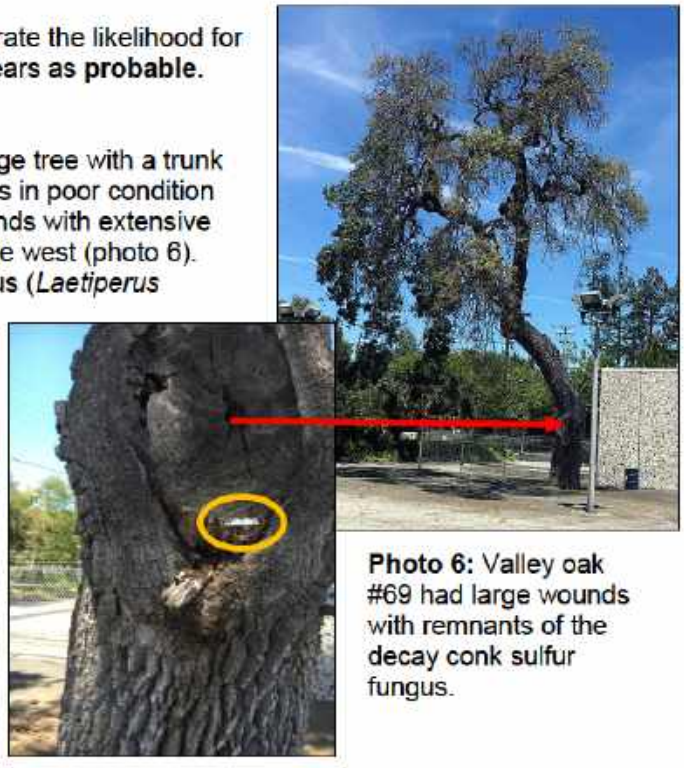


Photo 6: Valley oak #69 had large wounds with remnants of the decay conk sulfur fungus.

the trunk. Based on my testing and analysis I rate the likelihood for this tree to fail within the next five years as **probable**.

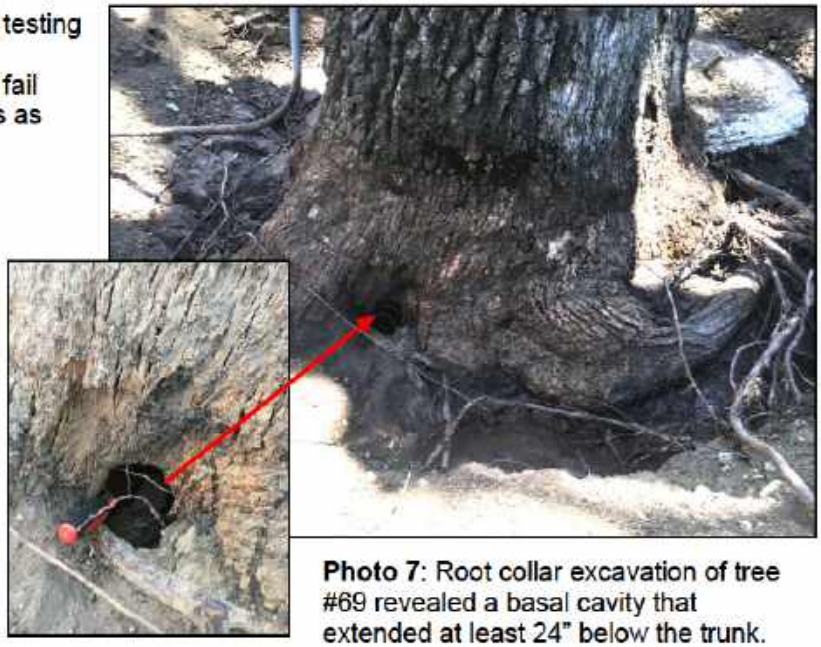


Photo 7: Root collar excavation of tree #69 revealed a basal cavity that extended at least 24" below the trunk.

In summary, I inspected Heritage trees #49, 59, and 69 following root collar excavations of each. Based on the degree of decay and defects present in each tree I rate the likelihood for each tree to fail in the next five years as **probable**. I recommend removing and replacing them. all three trees.

Sincerely

Nelda Matheny

Nelda Matheny
Registered Consulting Arborist #243

ATTACHMENT N

500 El Camino Real Redevelopment

Draft Transportation Demand Management Plan

Prepared for:
Stanford Land, Buildings & Real Estate

July 14, 2017

SJ15-1592

FEHR PEERS
Improving Communities Since 1985

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1

PROJECT DESCRIPTION AND TDM APPROACH

This memorandum describes a Transportation Demand Management (TDM) program for the proposed mixed-use development at 500 El Camino Real in Menlo Park, California. The purpose of this memorandum is to document our recommended TDM programs for the project and to provide an estimate of trip reductions associated with the TDM program.

The toolbox of TDM measures described in this Plan offers the future tenants, employees and customers a menu of transportation choices that make it easier and more convenient to use modes other than driving alone. This Plan also serves as a guide for how the property owner intends to implement TDM measures and monitor their progress and effectiveness. This TDM Plan is a living document that will be reviewed and updated over time to respond to changes in the behavior and preferences of the on-site population.

This chapter provides the project description and overall TDM approach. Chapter 2 details the TDM Toolbox to be used for the site's TDM program. Chapter 3 describes the monitoring and evaluation process for the TDM program.

PROJECT DESCRIPTION

The 500 El Camino Real project will redevelop three existing vacant auto dealerships into a mixed-use development including approximately:

- 215 units of residential development;
- 145,000 sf of office space; and
- 10,000 sf of retail space.

The project is located on El Camino Real in downtown Menlo Park, a highly walkable area with a broad mix of land uses, including retail, restaurants, and services. **Figure 1** shows the proposed site plan for 500 El Camino Real. Office space and street-facing retail are located in the northern portion of the site. Residential units are located in the center of the site, with additional office and retail space at the site's northern end. Middle Avenue provides access to the office, retail, and residential uses at the northern end of the site; Cambridge Avenue provides access to the office and residential uses at the southern end of the site. A driveway in the center of the site provide additional right-in, right-out access to the residential portion of the project.

The project includes a large pedestrian plaza at Middle Avenue as well as three smaller pedestrian plazas along the El Camino Real frontage. The site is pedestrian oriented, with reduced building setbacks along El Camino Real. By including reduced setbacks, the buildings are located closer to pedestrian and transit facilities, encouraging walking and transit use in the area. The project will connect to a planned pedestrian and bicycle undercrossing of the Caltrain tracks at the eastern property line. When constructed, this undercrossing will improve bicycle and pedestrian circulation between El Camino Real and Alma Avenue connecting the downtown and residential neighborhoods west of El Camino Real with the Menlo Park Caltrain station, Burgess Park, the Menlo Park civic center complex, and north-south bicycle lanes on Alma Avenue.

Near the project site, bicycle lanes (Class II bicycle facilities) are provided on Alma Street, Ravenswood Avenue, Willow Road, and Sand Hill Road. An off-street bicycle path (Class I bicycle facility) is provided across San Francisquito Creek (aligned with Alma Street) and parallel to Sand Hill Road. The project site is currently not directly connected to the Sand Hill Road path, but there are low volume roadways that can be used to access the pedestrian bridge over San Francisquito that connects to Clark Way and Sand Hill Road, which can be used to access Stanford University and Stanford University Medical Center. The planned pedestrian and bicycle undercrossing at the rear of the site will provide another safe and comfortable route to the Stanford campus via Alma Street connecting to the path on Sand Hill Road.

SamTrans and the Marguerite shuttle provide direct transit service to the site, with intercity rail service provided by at the Menlo Park and Palo Alto Caltrain stations. Major transit service to the project site includes:

- ***SamTrans ECR line:*** SamTrans, the major local transit provider for San Mateo County, operates the ECR bus line on El Camino Real. The ECR line provides service to the project site, with buses connecting the Palo Alto Transit Center and destinations north of Menlo Park. During peak commute hours, buses run approximately every 14 minutes.
- ***Marguerite shuttle:*** The Marguerite Shuttle, a fare-free shuttle service provided by Stanford University, serves Menlo Park and Palo Alto. The Bohannon line provides service to the project site every half hour on weekdays between 8:00 am and 6:30 pm.
- ***Caltrain:*** The project site is located approximately ½ mile from the Menlo Park Caltrain station and one mile from the Palo Alto Caltrain station. Trains arrive hourly at the Menlo Park station during the peak commute period. The Palo Alto station is served by nearly every train, with trains arriving every 15-30 minutes during peak weekday commute hours.

TDM APPROACH

The TDM measures and strategies for 500 El Camino Real were selected based on: 1) the physical attributes of the site and the proposed buildings; 2) the transportation facilities and services currently located or planned near the site; and 3) the applicability to employers and commuters. These measures follow and expand upon best practices implemented by similar developments in the San Francisco Bay Area. Future office tenants and residential property managers will be able to build upon this TDM Plan and provide strategies tailored to user needs.

Figure 1: 500 El Camino Real Proposed Site Plan

3

TDM PROGRAM

This chapter provides details on the TDM measures offered to on-site employees and residents. TDM measures fall into two categories:

- **Design** measures, which Stanford (the owner) proposes to put into place during the design and construction of the project. These measures will benefit employees, residents and retail customers.
- **Programmatic** measures, which Stanford (the owner) would require of property managers and future tenants, and which would apply to both employees and/or residents. These measures would be tailored to the end users and may change during the life of the project.

The measures are designed to allow tenants, property managers, residents, retail customers, and employees to reduce single occupancy vehicle trips to and from the development. In order to gauge the effectiveness of the TDM program monitoring and evaluation of the program will occur as described in Chapter 3.

TDM STRATEGIES

The TDM strategies offered by this development will include measures to encourage transit use, walking, biking and car sharing for commute trips as well as trips off-site during the day. There is a strong emphasis on providing tools and information to employees to help them plan their commute by bike, transit, or ridesharing as well as encourage them to use these modes both to and from the site as well as at the site for internal circulation purposes.

The combination of measures that comprise the complete TDM suite of tools are shown in **Table 1**. Measures are identified by the implementing party and target user. There is a possibility that the residential portion of the site would be rented to Stanford affiliates (faculty and staff), who are eligible for Stanford's existing Commute Club program. Measures that would apply only to Stanford affiliates are noted in a separate section.

TABLE 1 - PROPOSED TDM MEASURES FOR 500 EL CAMINO REAL REDEVELOPMENT

TDM Measure	Implemented by		Target User		Description
	Owner	Manager /Tenant	Employee	Resident	
Building and Site Design	•		•	•	Locating buildings near the street, locating parking in the rear of buildings and orienting building entries towards plazas, parks or adjacent roadways with pedestrian and transit facilities to create a more pedestrian- and transit-friendly environment.
On-Site Shuttle Stop	•		•	•	Shuttle stops on El Camino Real make shuttle use convenient.
Preferential parking	•	•	•		Designating parking spaces for carpools and vanpools near building entrances prioritizes non drive-alone modes.

TABLE 1 - PROPOSED TDM MEASURES FOR 500 EL CAMINO REAL REDEVELOPMENT

TDM Measure	Implemented by		Target User		Description
	Owner	Manager /Tenant	Employee	Resident	
Showers and Lockers	•	•	•		Shower and changing rooms help promote bicycling (and walking) as an alternative commute option.
Transportation Coordinator		•	•	•	Transportation coordinators are responsible for developing, marketing, implementing, and evaluating TDM programs. Having dedicated personnel on staff helps to make the TDM program more robust, consistent and reliable.
Bike Share Program		•	•	•	A site-based bicycle share program provides employees and residents with bicycles, bicycle helmets, and locks.
DIY Bike Repair Stands		•	•	•	Do-it-yourself bicycle repair stands offer an air pump and basic tools for bicycle commuters and residents.
Carpool/Vanpool Programs and Ridesharing App		•	•	•	Carpool/vanpool programs help carpools and vanpools to form by matching drivers and passengers. Can be supported by an website or downloadable smartphone app, such as ZimRide, vRide, TwoGo, etc.
Passenger Loading Zones		•	•	•	Passenger loading zones near the main entries to buildings are convenient for carpools and vanpools dropping off passengers.
Car share vehicles on site		•	•	•	Employees who bike or walk or use transit, carpools, or vanpools can utilize a car share vehicle located on site for errands or meetings.

TABLE 1 - PROPOSED TDM MEASURES FOR 500 EL CAMINO REAL REDEVELOPMENT

TDM Measure	Implemented by		Target User		Description
	Owner	Manager /Tenant	Employee	Resident	
Commute information center/website		•	•	•	A one-stop shop for transit and commute alternatives information, frequently provided by a website or mobile app.
Transit App or Real-Time Transit Information		•	•	•	Downloadable smart phone application providing schedule and stop information for private shuttles and public transit. Alternatively, existing tools, such as 511, NextBus, Twitter, etc., can be marketed to increase user awareness.
Financial Incentives		•	•		Examples: pre-tax benefit for transit passes or bicycle maintenance; parking cash-out, for employees who forgo reserved parking; direct cash payments for employees who choose not to drive to work.
Transit subsidies		•	•	•	Subsidized transit passes through programs such as Commuter Check or by purchasing passes provides a financial incentive for employees to use transit.
Guaranteed Ride Home		•	•	•	A Guaranteed Ride Home program reimburses alternative mode commuters for taxi, rideshare or car share trips taken to attend to an emergency.

Source: Parking & Transportation Services, Stanford University; Fehr & Peers, Final Stanford Transportation Strategies Study, November 2013.

TDM Strategies for Stanford Affiliates

Stanford affiliates who reside at the project would have the opportunity to join Stanford's Commute Club, a program that provides information, management, and incentives for commuters (employees and students living off campus) to Stanford University. Stanford has developed an award-winning and extensive TDM program to reduce traffic generated by the employees and students of the University and Stanford University Medical Center. Stanford's TDM program, which is administered by Parking & Transportation Services, has primarily focused on reducing vehicle trips to and from campus. Campus employees are required to pay for parking if they drive to campus. As of 2014, 47 percent of employees who commute to campus drive alone, compared to 72 percent of commuters who commute to off-campus work sites.

Stanford's Commute Club employs several TDM strategies that could be used by Stanford affiliate residents of the project, including:

- **Parking Fee Program (workplace)**: Stanford affiliates are required to purchase parking passes in order to park on campus.
- **Bicycle education program:** A bicycle education program helps affiliates gain skills and confidence for bike commuting.
- **Discounts on bicycles and helmets**: Stanford offers affiliate discounts on bicycle and helmet purchases.
- **Flexible work schedules**: Where feasible, affiliates can work remotely or adjust their working hours.
- **Personalized commute planning**: Commute Club members are provided with personalized commute planning.
- **Car sharing available at workplace:** Zipcars are available on the Stanford campus. Car share rental credits for non-driving commuters.
- **Promotional events**: Stanford Parking & Transportation Services manages contests and games to promote Commute Club participation.

C/CAG TDM TRIP CREDITS

The City/County Association of Governments of San Mateo County (C/CAG) *TDM Guidelines* (2004) require projects that generate a net 100 or more peak hour trips on San Mateo County's Congestion Management Program roadway network to review the C/CAG menu of TDM programs and calculate corresponding trip credit. C/CAG TDM trip credits must sum to at least the Project's trip generation for peak periods. Based on the traffic impact analysis, the Project's trip generation is 336 trips in the AM peak period and 326 trips in the PM peak period. Therefore, C/CAG TDM trip credits outlined in **Table 2** must sum to at least 336 trips.

It is important to note that the CCAG trip credits are not the same as trip reductions. Trip credits are intended to quantify a proposed project's capacity to reduce the demand for new peak hour trips, and are not used to directly subtract from the project's trips.

Strategies included in the project's TDM program that are quantified in the C/CAG TDM Guidelines, but could not be estimated prior to building completion include:

- Showers and changing rooms (office)
- Preferential parking for carpoolers and vanpoolers (office)
- Car share vehicles on site for employees (office)
- Bike share program for employees and residents (office and residential)
- On site shuttle stop for residents (residential)

Additional strategies included in the project's TDM program that are not quantified in the C/CAG TDM Guidelines:

- Building and Site Design (office and residential)
- Transportation Coordinator (office and residential)
- DIY Bike Repair Stands (office and residential)
- Carpool/Vanpool Programs and Ridesharing App (office and residential)
- Passenger Loading Zones (office and residential)
- Commute information center/website (office and residential)
- Transit App or Real Time Transit Information(office and residential)
- Car share vehicles on site for residents (residential)
- Transit subsidies (residential)
- Guaranteed Ride Home (residential)

TABLE 2. C/CAG TDM TRIP CREDITS FOR 500 EL CAMINO REAL - OFFICE

Transportation Demand Management Measure	Number of Trips Credited	Rationale	Unit (Number of)	No. of Units	Trips/Unit	Total Trips	Assumptions
Secure bike storage (lockers & racks)	One peak-hour trip will be credited for every 3 new bike lockers/racks installed and maintained. Lockers/racks must be installed within 100 feet of builidng.	Experience has shown that bicycle commuters will on average use this mode one-third of the time, especially during warmer summer months.	Bike parking lockers	231	0.333	77	Space for 268 bicycles, 231 are long term parking (Class I) i.e. likely lockers. 37 are short term (Class II) i.e. likely racks. Assumed 6 bikes per rack.
	Bike racks		Bike racks	37	0.333	12	
Operation of a dedicated shuttle service during the peak period to a rail station or an urban residential area. Alternatively the development could buy into a shuttle consortium.	One peak-hour trip will be credited for each peak-hour round trip seat on the shuttle. Increases to two trips if a Guaranteed Ride Home Program is also in place.	Yields a one-to-one ratio (one seat in a shuttle equals one auto trip reduced); utilization increases when a guaranteed ride home program is also made available.	Shuttle seats in the peak period		1	0	Marguerite shuttle has an average of 5 buses during CCAG defined AM and PM peak periods. Assumed 30 seats per bus.
	w/ guaranteed ride home program			150	2	300	
Subsidizing transit tickets for employees.	One peak-hour trip will be credited for each transit pass that is subsidized at least $20 per month for one year.	Yields a one-to-one ratio (one transit pass equals one auto trip reduced).	5% of Employees	25	1	25	Assumed subsidy for 5% of employees at the site
Provision of on-site amenities/ accommodations that encourage people to stay on site during the work day, making it easier for workers to leave their automobiles at home.	Five peak-hour trips will be credited for each feature added to the job site. Possible features may include: banking, grocery shopping, clothes cleaning and exercise facilities.	This is based on staff's best estimate.	Retail, etc. features	1	5	5	Project will include 10 KSF of retail.
Join the Alliance's guaranteed ride home program.	Two peak-hour trip will be credited for every 2 slots purchased in the program.	Experience has shown that when a guaranteed Ride Home Program is added to an over-all TDM program, the average rider ship increases by about 50%.	Employees	500	0.5	250	Employees at the site, per the EIR. Gaurantee provided through the Alliance or a self-sponsored program.
Total						**669**	

ESTIMATED TRIP REDUCTIONS

TDM+ Tool

Trip reductions were developed using Fehr & Peers TDM+ tool, which quantifies the vehicle miles traveled (VMT) and vehicle trip reductions associated with typical TDM strategies. TDM+ was developed from a comprehensive evaluation of peer-reviewed literature review of the effectiveness transportation demand management programs. The tool has been validated against the actual performance of trip reduction strategies in the San Francisco Bay Area, and has been used for CEQA analysis in several certified Environmental Impact Reports (EIRs).

The strategies identified in the Draft TDM plan were modeled in TDM+ to estimate their potential for reducing vehicle trips to and from the project site. The design strategies yield a 1.5 - 3 percent reduction in vehicle trips during the AM and PM peak hours. Implementing the full menu of design and programmatic strategies as well as the full menu of potential strategies would yield a total 6 - 10 percent reduction in trips during the peak hours. This estimate did not assume that residents would be Stanford affiliates, and therefore did not take any additional reductions reflecting the programs available to Commute Club members. Since many of the TDM strategies outlined in this plan target commute trips, which tend to occur during the peak hours, the overall reduction for daily trips is likely to be somewhat lower, in the range of 4 – 8 percent.

MONITORING AND REPORTING

This TDM Plan identifies employee priorities and effective TDM strategies designed to achieve a reduction in drive-alone trips of between 6-10 percent. However, it is anticipated that the TDM program may need to evolve over time as tenants or travel behavior changes. Below are methods that can be used to help evaluate the effectiveness of the TDM program on an annual basis.

The property owner will be required to submit an annual monitoring report to the City of Menlo Park summarizing the success of the TDM programs for the employees and residents. The details of the reporting will be determined in collaboration with the City, but could include the following elements:

- Office Tenants
  - A description of the current TDM programs and services offered to employees
  - Annual employee survey that captures data on how employees access the site
- Residential Property Management
  - A description of the current TDM programs and services to residents
  - Annual residential survey, capturing the number of residents using TDM programs

- Owner
    - Compile summary of office and residential information and provide to the City of Menlo Park

If the findings in the report show that the TDM reduction goal has not been met, the owner and future property manager/tenants would work with City staff to identify if there are additional TDM measures that could feasibly be implemented to further reduce trip generation from the project.

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From: Audrey Gold [mailto:audreygold@gmail.com]
Sent: Sunday, August 27, 2017 5:14 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Stanford Middle Plaza Project -- Green building standards

Dear Council Members,
As a resident in the area for more than 30 years I am following the plans to redevelop the area on El Camino near the Stanford Park Hotel.

I'm very glad that there are thoughtful discussions about housing, transportation and environmental standards. Please have the Stanford Middle Plaza Project follows the green building standards of the Stanford campus and M2. Why accept anything less? It is in the best long term interests of our community and environment.

Thanks again for continuing to support bicycle and walking friendly options which will help migrate the traffic impacts. I am impressed by the changes on Santa Cruz Ave to add sidewalks and bike lanes. These are especially helpful for children attending school.

Regards,
Audrey Gold

From: Barbara M. Beebe [mailto:barbara.m.beebe@gmail.com]
Sent: Sunday, August 27, 2017 4:58 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Ensure green development

Dear Council,
Please make sure the Stanford Middle Plaza Project follows the green building standards of the Stanford campus and M2.
Thank you,
Barbara Beebe, Menlo Park

-----Original Message-----
From: Ed Berkowitz [mailto mcwitz@gmail.com]
Sent: Sunday, August 27, 2017 8:39 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Please make sure the Stanford Middle Plaza Project follows the green building standards of the Stanford campus and M2

As a Menlo Park resident, I'm requesting that the middle plaza project follows the green building standards of the Stanford campus and m2.
Thank you
Ed Berkowitz

From: Gerald Wluka [mailto:wluka@stanfordalumni.org]
Sent: Sunday, August 27, 2017 5:36 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Development on El Camino

As a Stanford alumnus (I lived in Menlo Park while studying at the business school 1994-96), and resident of Menlo Park for the last 15 years, I have a simple request: "Stanford should at least be held to its own building standards for the Stanford Middle Plaza Project."

I can think of no reason that Menlo Park should compromise simply because the project is "over the road" from property owned by Stanford. I can only think of reasons why this contradiction in principle concerning Stanford's respect for the environment should be communicated to the decision makers at Stanford.

The hypocrisy from Stanford should be a strong negotiating point for the council!

Thank you for considering my opinion,

Gerald Wluka
Resident 1994-1996 and 2002 onwards (home owner since 2005).

From: Robbie Kellman Baxter [mailto:rbaxter@peninsulastrategies.com]
Sent: Sunday, August 27, 2017 3:14 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Stanford Middle Plaza--Green please?

Dear City Council,

Please make sure that Stanford Middle Plaza does the following—for the good of our community and world.

1. Meet recently adopted Green Building Standards: The Middle Plaza proposal should meet the environmental standards of the recently adopted zoning regulation update for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.
2. Provide a comprehensive TDM program: Middle Plaza should employ all potential measures available to minimize the increase in vehicle trips from the project by incentivizing alternative travel methods, including charging for parking, transit passes for all site occupants (workers and residents), and ensuring a high-quality bike and pedestrian (multi-use) path along the development.

3. Support Menlo Park's designation as a Tree City: The project should landscape all areas except for surface parking considered critical, with the remainder of parking underground.

Thank you for your service and for your consideration.

Robbie

Robbie Kellman Baxter |
Peninsula Strategies |
O: 650-322-5655 | rbaxter@peninsulastrategies.com |
http://www.peninsulastrategies.com |

Author of Inc. Magazine's top 5 marketing book of 2015 *The Membership Economy*

Learn all about the Membership Economy in a 4-minute video, hear Robbie interviewed on NPR or watch her interviewed by NBC Bay Area

From: Adrian Brandt [mailto:adrian.brandt@gmail.com]
Sent: Monday, August 28, 2017 11:23 AM
To: Ohtaki, Peter I <PIOhtaki@menlopark.org>; Mueller, Raymond <RDMueller@menlopark.org>; Keith, Kirsten <KKeith@menlopark.org>; Obeso, Angela R <ARObeso@menlopark.org>; Nagaya, Nicole H <nhnagaya@menlopark.org>; _Planning Commission <planning.commission@menlopark.org>
Subject: Middle Ave. Caltrain bike/ped crossing should be an UNDERpass

Here's my comment regarding the Stanford-subsidized Caltrain bike/ped crossing being considered at Middle Ave.:

Stanford to pay up to $5 million for bike/ped Caltrain crossing at Middle Avenue

I completely agree with the following comment I made to the Almanac story posting as "Underpass is Superior" :

Posted by **Underpass is Superior**
a resident of another community
0 hours ago

A wide, brightly-lit bike/ped underpass (as can be seen at nearby Homer & Alma in Palo Alto) is far superior to an overpass. Compare to the only Caltrain pedestrian overpass at Bayshore station: Web Link (huge and ugly, requires elevators at both ends for ADA-mandated wheelchair accessibility since there's no room for adequately-long gently sloping ramps on both ends).

A bike/ped underpass:
• low profile (invisible)
• easier for bikes, ped & wheelchairs to use (small level change — just enough to leave room for people with headroom)
• no conflict with the Ravenswood grade separation study design alternatives

A bike/ped overpass:
• unsightly & high profile (must rise nearly 30 feet over tracks to safely clear high-voltage Caltrain electrification wires)
• harder for bikes, ped & wheelchairs to use (climb & descend nearly 30 feet -- easily double that of an underpass)
• requires extra fencing and/or barriers to prevent vandals from throwing objects or pouring liquid onto passing trains and the 25,000 volt overhead wire and train pantographs (power pickup arms)
• could conflict with the Ravenswood grade separation study design alternatives

Whlle the tracks are currently "at grade" in the vicinity of Middle and Burgess, an underpass is even more the obvious choice as you get closer to San Francisquito Creek (e.g. at Willow), since the Caltrain tracks slope upward onto a high berm, so punching or ducking under the tracks with minimum level change there is even easier.

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Middle Plaza
Date:	Monday, August 28, 2017 6:03:29 PM

From: Clay Jones [mailto:clayjjr@gmail.com]
Sent: Monday, August 28, 2017 5:44 PM
To: _CCIN
Subject: Middle Plaza

I am writing in support of Stanford's Middle Plaza.

I feel the project provides a great benefit to our community and that Stanford has met or exceeded the community's expectations for the site. As a long time resident of a Menlo Park, I look forward to a beautiful resolution to this property.

Clay Jones
298 Menlo Oaks Drive
Menlo Park, Ca
--
Clay Jones
650-400-5240

From:	dana hendrickson
To:	Mueller, Raymond; Carlton, M.Catherine; Keith, Kirsten; Ohtaki, Peter I; Cline, Richard A
Cc:	Planning Commission
Subject:	Re: Negotiate A Better Deal For Menlo Park Residents
Date:	Monday, August 28, 2017 1:18:39 PM

All:

1. Ray believes I do not understand the actual impact that Middle Plaza will have on city revenues and is likely right. So he has agreed to discuss this subject with me today.

I only learned of the upcoming planning review on Saturday after being told months ago by Stanford (Jean McGowen) that it did not intend to pay property taxes on its housing due to its planned use: housing for Stanford-related families.

My primary concern: Will Stanford avoid paying any amount of "fees" due to its non-profit status OR this agreement?

2. I also apologize for my statement: "Only a fool or rube would accept the proposed sweetheart deal for Stanford.", a poor choice and NOT intended as a criticism of either Ray or Peter's work.

It is often hard for residents like me to know when our council will review important issues and this discourages timely engagement on our part.

Best,

Dana

Support PolitiFact: Join the Truth Squad

Support Planned Parenthood.

On Sun, Aug 27, 2017 at 8:49 PM, Mueller, Raymond <RDMueller@menlopark.org> wrote:

> Greetings Mr. Hendrickson,
> Respectfully what do you calculate the new commercial property tax revenue increment to be, that will flow to the Menlo Park City School District, as a result of this project? I am curious because you letter suggests we consider zoning the land non-commercial. However Stanford has no tax exemption for commercial use. And as a good portion of the project is commercial, the school district is actually receiving much more than a $100k year from the present project. What do you estimate the tax revenue to be for the school district that you just recommended we set aside?
>
> Additionally the Council subcommittee recommended to the City Council the agreement be rejected.
>
> I appreciate you want to be helpful and care about the City. If you want to discuss the negotiations with people involved in them to inform your opinions, I would be happy to speak with you.
>
> Finally I am writing this email from my iPhone. It doesn't interface well with the City's email system, so please excuse odd punctuation.

With best regards,
Ray

_____

From: dana hendrickson <danahendrickson2009@gmail.com>
Sent: Sunday, August 27, 2017 7:13:33 PM
To: Carlton, M.Catherine; Keith, Kirsten; Ohtaki, Peter I; Mueller, Raymond; Cline, Richard A
Cc: _Planning Commission
Subject: Negotiate A Better Deal For Menlo Park Residents

Menlo Park should reject the proposed development agreement re: Middle Plaza and adopt a totally different approach to the current negotiations. Here are the benefits and negative impacts each party would experience with the current proposal.

Stanford

Effectively expands its campus in a great location. Both the new housing and offices can directly or indirectly serve Stanford interests. Stanford has already said that its own community will have priority re: housing.

Stanford gains pedestrian and bike access to Alma and west side destinations via a tunnel. Without the tunnel workers and residents who wish to bike have severely limited route options.

Stanford does NOT pay for any public services, police, fire district, schools, public works.

Menlo Park

An eyesore, one Stanford created and maintained on the El Camino lots for many years, is finally removed.

The Menlo Park Education Foundation receives $100,000 a year for ten years - less than the gifts of some individual donors.

Stanford pays up to $5m of the cost of the new pedestrian/bike tunnel, an improvement likely will not available for at least another five years.

Menlo Park residents experience significantly more traffic on El Camino and neighborhood streets.

Recommended Strategy

1. Establish a "walk-away" economic position that must be achieved or Menlo Park does not allow the project to proceed.

2. If the walk-way position is not achieved within a pre-determined time frame, e.g., 90 days, Menlo Park should

- Require that Stanford remove the buildings on its properties within 6 months and maintain the property per city requirements.

- Consider reclassifying this land as non-commercial.

3. Use a professional independent mediator to assist Menlo Park with negotiations.

Recommended Agreement Terms

1. Determine the economic value of all the services the city and district will provide and set a fee to cover these annual costs. Stanford can pay a lump sum equal to the discounted value of the expected cost stream if it prefers.

2. Stanford pays at least 75% of the actual total costs of building the pedestrian/bike tunnel.

Only a fool or rube would accept the proposed sweetheart deal for Stanford. What Menlo Park residents deserve is a very small and affordable fraction of the costs and benefits Stanford expects from Middle Plaza, and we expect our representatives to get it. The recent Mayweather - McGregor fight is a reminder that ill-equipped opponents suffer. Menlo Park should negotiate from a position of strength and acknowledge it is willing to allow the Middle Plaza land to become pasture rather than accept a lop-sided deal.

Sincerely,

Dana Hendrickson

From: dana hendrickson
To: Mueller, Raymond
Cc: Planning Commission
Subject: Re: Negotiate A Better Deal For Menlo Park Residents
Date: Monday, August 28, 2017 10:26:08 AM

Hi Ray:

I only learned of the upcoming planning review on Saturday after being told months ago by Stanford (Jean McGowen) that it did not intend to pay property taxes on its housing due to its planned use: housing for Stanford-related families.

It is often hard for residents like me to know when our council will review important issues and this discourages timely engagement on our part.

I am disturbed by the potential loss of city revenue for city services.

Will Stanford avoid paying any amount due to its non-profit status OR this agreement?

Ray, would you like to briefly discuss this concern this morning?

Thanks,

Dana

650-321-4930

Support PolitiFact: Join the Truth Squad

Support Planned Parenthood.

On Sun, Aug 27, 2017 at 8:49 PM, Mueller, Raymond <RDMueller@menlopark.org> wrote:

> Greetings Mr. Hendrickson,
> Respectfully what do you calculate the new commercial property tax revenue increment to be, that will flow to the Menlo Park City School District, as a result of this project? I am curious because you letter suggests we consider zoning the land non-commercial. However Stanford has no tax exemption for commercial use. And as a good portion of the project is commercial, the school district is actually receiving much more than a $100k year from the present project. What do you estimate the tax revenue to be for the school district that you just recommended we set aside?
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>
> With best regards,

Ray

_____

From: dana hendrickson <danahendrickson2009@gmail.com>
Sent: Sunday, August 27, 2017 7:13:33 PM
To: Carlton, M.Catherine; Keith, Kirsten; Ohtaki, Peter I; Mueller, Raymond; Cline, Richard A
Cc: _Planning Commission
Subject: Negotiate A Better Deal For Menlo Park Residents

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Only a fool or rube would accept the proposed sweetheart deal for Stanford. What Menlo Park residents deserve is a very small and affordable fraction of the costs and benefits Stanford expects from Middle Plaza, and we expect our representatives to get it. The recent Mayweather - McGregor fight is a reminder that ill-equipped opponents suffer. Menlo Park should negotiate from a position of strength and acknowledge it is willing to allow the Middle Plaza land to become pasture rather than accept a lop-sided deal.

Sincerely,

Dana Hendrickson

From:	Debbie Gerow
To:	_CCIN; _Planning Commission; president@stanford.edu
Cc:	mgerow@fenwick.com
Subject:	Fwd: 2 things to do today
Date:	Monday, August 28, 2017 5:16:40 PM

As Allied Arts residents for over 25 years, we have seen traffic along the El Camino corridor become increasingly impacted, and are extremely concerned about neighborhood through-traffic and even worse congestion on El Camino with the Stanford development.

I urge you to listen to residents, look for solutions, and strongly urge you to NOT approve the EIR until remedies are found.

Sincerely,
Mark and Debbie Gerow
138 Princeton Rd.

From:	Heineck, Arlinda A
To:	Sandmeier, Corinna D
Subject:	FW: Please approve the plan for 500 El Camino
Date:	Monday, August 28, 2017 5:23:16 PM

From: Jed Crowe [mailto:jed.crowe@gmail.com]
Sent: Monday, August 28, 2017 3:45 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Please approve the plan for 500 El Camino

Dear City Council members,

I have been a homeowner in Menlo Park since 2004, and I would like to voice not just my support, but my deep enthusiasm for the proposed project at 500 El Camino. It is my understanding that a vote on the term sheet with Stanford University is on the agenda for tomorrow. Please approve the term sheet so that Menlo Park can move forward with this plan for excellent use of the southern stretch of El Camino in Menlo Park.

The site is such a logical location for the proposed mixed-use development. It is a plan which will provide much-needed housing and revitalizing retail and services in a location ideally situated to take advantage of CalTrain. Additionally, the proposed tunnel will allow residents and students from east-of-el-camino neighborhoods (like my family) to have a far safer route to downtown amenities and schools. While my enthusiasm primarily stems from the project's own merits, I would be lying if I didn't also say that it will be a welcome correction to the horrendous eyesore that El Camino has been for over a decade. Please do not pass up this opportunity to finally provide Menlo Park the revitalized mixed-use core it deserves.

Thank you,

Jed Crowe

From:	Jennifer Pont
To:	CCIN; Planning Commission
Subject:	Please do not approve Stanford Middle project as currently proposed
Date:	Monday, August 28, 2017 12:33:20 PM

Dear City Council Members and Members of the Planning Commission -

The Stanford Middle Avenue project affects a key part of our city. As a long-term resident and a Stanford Alum, I believe Stanford needs to go back and revise their proposal. Specifically, I agree with the following Menlo Spark recommendations:

<!--[if !supportLists]-->1. <!--[endif]-->Meet recently adopted Green Building Standards: The Middle Plaza proposal should meet the environmental standards of the recently adopted zoning regulation update for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.
<!--[if !supportLists]-->2. <!--[endif]-->Provide a comprehensive TDM program: Middle Plaza should employ all potential measures available to minimize the increase in vehicle trips from the project by incentivizing alternative travel methods, including charging for parking, transit passes for all site occupants (workers and residents), and ensuring a high-quality bike and pedestrian (multi-use) path along the development.
<!--[if !supportLists]-->3. <!--[endif]-->Support Menlo Park's designation as a Tree City: The project should landscape all areas except for surface parking considered critical, with the remainder of parking underground.

Please at least hold Stanford to the recently adopted zoning regulation update.

Thanks for your efforts,
Jennifer Pont

-----Original Message-----
From: JulieHarris [mailto:julieaharris@sbcglobal net]
Sent: Monday, August 28, 2017 10:35 AM
To: _CCIN <councilmail@menlopark.org>
Subject: loss of property tax for schools

I have just become aware of what a loss to the schools this new development of Stanford will be, and the already existing loss in properties owned in the city. An institution of such wealth should not be impinging on the local cities that provide services for their staff or academics.

The figures that have been put forth fall way below the actual costs to the city and as well as the time periods that they are in effect. Now seems the right time to close this loop hole that exists and allow Stanford to do the right thing for education and other services provided-who pays for tree trimming, sewers, roads, fire departments, just to mention a few?

An extensive study should be done to deterrine this loss to the city-please act to protect our city's future.

julie harris-217 Mc Kendry drive, menlo park

-----Original Message-----
From: Laurie [mailto:quinn_laurie@yahoo.com]
Sent: Monday, August 28, 2017 1:42 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Menlo downtown

Hi all!
Please make sure the development of the El Camino is "green" and does not make the traffic worse through that area at peak traffic hours.

Thanks!

Laurie Quinn
3815 Alameda
Menlo Park, CA

Sent from my iPhone

From: mail@lynnsegal.com
To: CCIN; Planning Commission
Cc: president@stanford.edu
Subject: stanford project traffic
Date: Monday, August 28, 2017 6:59:39 PM

I'm very concerned about the "traffic impacts that cannot be mitigated" by the Stanford development on El Camino. Stanford has maxed out of its traffic cap in Santa Clara county and now wants to move its traffic to Menlo Park, without adequate measures to protect the residents from cut-through traffic and worsening congestion on El Camino. There are a number of solutions that have been put forth by residents directly to Stanford and the City. Both Stanford and the City must come to the table and meet with residents to discuss solutions to the traffic impacts.

I urge the Planning Commission to NOT approve the EIR until there is dialogue and discussion with local residents about traffic solutions.

Sincerely,
Lynn Segal & Cecile Currier
1080 San Mateo Drive
Menlo Park, Ca
94025
Menlo Park Resident (And add any Stanford affiliations if

From: Michael Closson [mailto:micloss7@icloud.com]
Sent: Monday, August 28, 2017 10:06 AM
To: _CCIN <councilmail@menlopark.org>
Subject: Stanford's proposed development

Hello City Council members,

I am very concerned about Stanford's proposed development on El Camino Real. I think it is going to dramatically alter Menlo Park and make our city less livable.

In addition, I think that any new development by Stanford should include the following:

1. Meet recently adopted Green Building Standards: The Middle Plaza proposal should meet the environmental standards of the recently adopted zoning regulation update for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.
2. Provide a comprehensive TDM program: Middle Plaza should employ all potential measures available to minimize the increase in vehicle trips from the project by incentivizing alternative travel methods, including charging for parking, transit passes for all site occupants (workers and residents), and ensuring a high-quality bike and pedestrian (multi-use) path along the development.

3. Support Menlo Park's designation as a Tree City: The project should landscape all areas except for surface parking considered critical, with the remainder of parking underground.

Stanford should not be allowed to use lower standards on this development than it does on its own campus!

Stanford's attempt to do so is very disrespectful to all of us in Menlo Park.

Michael Closson
978 Menlo Ave.
Menlo Park

-----Original Message-----
From: Nora Dahr [mailto:ndahr@me.com]
Sent: Monday, August 28, 2017 8:17 AM
To: _CCIN <councilmail@menlopark.org>
Subject: Support for Middle Plaza

To City Council,

I am a Menlo Park resident and would like to express my support for the Middle Plaza project at 500 El Camino. I am happy that this site will finally be developed and I think the impact on the city will only be positive.

The site has been vacant for many years, and its a critical location as the entry into Menlo Park. The plans from Stanford to add housing and office and community space will really improve the area. I am happy to see the nice, open community space worked into the plans. Stanford is here forever, and I feel they will only build the highest quality product and we will benefit from this addition to the city.

The Peninsula and Silicon Valley are at the center of growth and development in this country - we want Menlo Park to offer the highest quality office, housing and community amenities and I feel this project will do that.

Nora Azmeh
Menlo Park resident

From:	Heineck, Arlinda A
To:	Malathong, Vanh
Subject:	FW: 500 El Camino Project Review
Date:	Monday, August 28, 2017 6:28:11 PM
Attachments:	Comments Stanford RE project PFry 20170828.docx

From: Patti L Fry [mailto:pattilfry@gmail.com]
Sent: Monday, August 28, 2017 1:18 PM
To: _Planning Commission <planning.commission@menlopark.org>; _CCIN <councilmail@menlopark.org>
Subject: 500 El Camino Project Review

Dear City Council and Planning Commissioners

It is premature for approvals of the Stanford project, its Final EIR or its Development Agreement.

Changes are necessary to make the project as good for Menlo Park as it is for Stanford. An economic impact analysis is needed to ensure that happens.

This project addresses Stanford's own needs for housing its own people and for offices that will either be rent-producing or for academic uses. The project clearly brings significant adverse traffic impacts to Menlo Park; the final EIR concludes that. Now, because it is clear that some or all of the site is intended to be "academic" and exempt from property taxes, it is clear that it does not address Menlo Park's housing shortage, and the project's economic benefits to Menlo Park appear to be minimal - if at all. Remember, when the El Camino Real/Downtown Specific Plan and its economic impacts were evaluated, it was generally assumed that some hotel rooms would be added on this site and it was hotel room Transient Occupancy Taxes ("TOT") that made the Specific Plan financially positive. [At present, 2/3 of the hotel rooms forecast are in the works, and 138 of those are at the Marriott Residence Inn where long-term stays (likely) would not pay TOT. Where would the remaining 131 rooms be located?] Stanford was aware of this economic assumption during the entire planning process.

Please consider the attached set of comments, and address them before moving forward with approvals.

Respectfully submitted,
Patti Fry
former Planning Commissioner

COMMENTS
500 EL CAMINO REAL STANFORD REAL ESTATE PROJECT REVIEWS
August 28,29, 2017

GENERAL COMMENT

There are two primary issues before the Commission and Council about this project:

1. Do the benefits for our community from this proposal outweigh the significant adverse impacts?
2. Are the negative impacts adequately addressed?

At this point, the answers appear to be "no". Thus, additional information and negotiation is needed so that the project is a good one for our community.

On the positive side, the project's aesthetics and balance of uses are improved from the past. It is nice to see that additional open space above the minimum requirement is provided, since private balconies are counted towards the total amount of open space

Below are comments about these two issues and a couple miscellaneous topics for your consideration and action before decisions are made.

DO THE BENEFITS OUTWEIGH THE NEGATIVE IMPACTS?

Some additional information is needed in order to adequately make that assessment. Some questions to be discussed, and answers and additional information provided for public review:

1. Merger of Parcels - What is the impact of merging the parcels on the site?

- What impact would this have on property taxes? For example, if part of the site contains uses that are exempt from property taxes, would the rest of the site remain subject to property taxes?
  Would this exemption apply to both the land and the improvements (buildings)?
- Does this proposed merger mean that the project would provide less retail than it would be required to provide otherwise? (the DSP requires a minimum 10,000 SF retail node at Middle). Three of the six Stanford parcels seem to be in the vicinity of Middle (one is behind the others), together offering 30,000 SF of restaurant/retail if applicable.
- What impact would this have on parcel-based taxes, such as for the schools? The terms run with the land, so if ownership or academic-related uses were ever to change, this matters.
- What other ramifications result from this action? Why do it? What if it were not approved?

2. Housing - The project's impact on Menlo Park's housing shortage should be considered:

- The proposed would address Stanford's own challenges to house their staff, faculty, and students -- not to address Menlo Park's current and ongoing challenges and shortage.
- The "intent" to provide BMR units for teachers is not in the Development Agreement. Without its inclusion, there are no teeth to provide BMR housing units for them now or for the future.

- Where will the workers in the offices live if the housing is for Stanford people, but not for them? Did the Specific Plan EIR take that scenario into account?
  If not, the Housing impacts of this project must to be studied in this project's EIR.

3. Development Agreement term - Why would the DA terms expire after 10 years? Certain terms should not expire. An expiration means:

- Teachers would no longer have preferred access to BMR units
- Payments to the school district would cease even though the project's impact of added expenses for serving new students would continue "forever".
- Affordable housing commitments might not persist after the 10-year period

4. Funding of bike/pedestrian train crossing

- Since the project's tenants would be the primary beneficiaries of the crossing, why is the payment capped at only 50% of the cost?
- How exactly will the full bicycle route play out from University and Middle through to Alma, and back? What other physical elements have to be in place? What are the total costs? What is Stanford's role and contribution to making that happen? How does Stanford's offer compare with that total cost? Who pays the rest?

5. Economic benefits to Menlo Park - It is clear that Stanford Real Estate may designate part or all of the site's uses as "educational" - thus exempt from property taxes. If that were the case, what are the NET financial impacts to Menlo Park from this project? Factors for focus:

- How does the revenue compare with the costs the city and other agencies would incur to support the businesses and new residents on this site?
- Residential uses, even with payment of property taxes, have a net negative financial impact on the city's General Fund
- Commercial uses may provide very little sales tax revenue (services and internet-based businesses don't generate sales tax revenue unless sales of tangible items are involved). The Retail/Restaurant space is small, only 2% of the project (6% of the non-residential).
- The proposed school district payment, although a nice gesture, is only to one of two affected school districts and only for 10 years. The Sequoia Union High School District also is affected by the project and gets no ongoing support. Expenses for both districts will continue for the life of the project (buildings usually are deemed to have a 55-year life)
- If the 6 parcels are merged, does this mean that only 1/6 of any parcel tax would be paid in the future to schools or other agencies, if applicable?
- Impact fees have a required nexus with costs; these fees are revenue neutral because of the offsetting expenses. Thus, fees should be left out of any evaluation of benefits.

Economic Benefits, cont.
A Financial Impact Analysis is essential to make the economic impacts clear. The Commission should demand that information prior to making its recommendations. Otherwise, there is no way to properly judge the net financial impact on the city even with the proposed contributions to a crossing and the Menlo Park school district. It would be inappropriate for the Council to make the finding of economic benefit, which is part of the Statement of Overriding Considerations when accepting the significant adverse impacts outlined in the EIR. It would be irresponsible to make decisions about the Specific Plan's largest site without this data.

ARE THE NEGATIVE IMPACTS ADEQUATELY ADDRESSED?
Some additional information is needed in order to adequately make that assessment. Some questions that should be discussed, and answers sought prior to making recommendations about the project and the EIR findings:

1. Intra-project trips - does the EIR assume any trip capture from project residents working onsite? That would be an erroneous assumption since Stanford intends to make the housing available to its campus staff, faculty, students. In other words, it should not be assumed that residents of the project will work at the office component of the project. If the EIR makes such assumptions, its traffic calculations of adverse impacts could be grossly understated. This is a major factor that should have been disclosed and discussed in the DEIR, if it had not been. The Final EIR cannot be accepted without that being addressed correctly.

2. Safety in the Proximity, and Intersection, of Middle and El Camino Real - What really is being proposed here? The intersection is already very challenging and congested, particularly for bicyclists, as is the area near the Safeway parking lot and gas station entrances. The Specific Plan's EIR assumed certain changes to the intersection and its approaches that appear not to be planned (e.g., additional left turn lane from northbound El Camino, combined with a Class 2 bikeway on Middle). What IS planned? Does it promote safety? Is there an alternative, even if difficult? The project EIR must study what IS planned.

3. Bikeway on Middle - How is creating a Class 3 bikeway on Middle approaching El Camino from the west a real mitigation for adding considerable new congestion to what is already a highly congested area, especially near Safeway and the gas station entrances? Adding signage does not improve the safety for lanes that are to be shared between cars and bicyclists. Remember, this route is being promoted for use by children. A Class 3 bikeway does not improve safety. Reject this conclusion.

As stated on page B12 of the staff report, the Specific Plan calls for a Class 2 , not Class 3, bikeway on Middle between University and El Camino Real. This project's proposed mitigation measure allows it to be **either** Class 3 or Class 2. Class 3 should not be an option. Class 2 should be required. This needs modified in the various documents before you.

Addressing negative impacts, cont.

4. Protection of Allied Arts neighborhood – with a new 4-way intersection at El Camino and Cambridge, cut-through traffic from the project, and traffic seeking a faster way west when El Camino backs up, could inundate the Allied Arts residential neighborhood. Services like Uber and apps like Waze already route traffic through, affecting safety and quality of life. A required mitigation measure should be added:
Allow no through-traffic from the project area, at least not during specified rush hours.

5. Traffic Demand Management (TDM) plan - Stanford has implemented impressive TDM programs on its campus. We should expect a commitment of no less. The Specific Plan's list of TDM measures falls short of that, and what is included in the FEIR's mitigation measures say "could", not "shall" (see bottom of staff report page B42 as one example). A trip cap and monitoring program for the site, with penalties, should be required as a way to measure and monitor the results of the TDM program. Don't kick the can down the road about TDM.

MISCELLANEOUS

- **Architectural Control** - Referencing project plan page E1, the mission revival architecture would be more true to the style if:
    - The windows were more recessed (they look nearly flush with the exterior walls)
    - The "turret" and other decorative vertical features were more in scale with the rest of the building. They seem overly high and out of proportion.

  The overall design is more akin to a shopping center than a prestigious office complex in the heart of Silicon Valley in 2017.

- **BMR Agreement** - Where is the mention of preference for Menlo Park teachers for 5 of the BMR units? That must be in all relevant documents. How will this and other BMR provisions persist if the Development Agreement expires in 10 years? These teachers deserve more certainty in their lives.

- **Public Review** - For something this complex, it would be appropriate to extend the time for the public to digest all these materials. The minimum notice was provided for all the documents, in August when families are on holiday, getting kids back to school, preparing for a federal holiday.

Craft a better deal for Menlo Park. Our community deserves it.

Respectfully submitted,
Patti Fry, Former Planning Commissioner

From:	Perla Ni
To:	_CCIN; _Planning Commission; president@stanford.edu
Subject:	Stanford traffic impacts are not acceptable to Menlo Park residents
Date:	Monday, August 28, 2017 4:08:58 PM

Dear City Council, Planning Commission, President Marc Tessier-Lavigne

I'm very concerned about the traffic impacts that "cannot be mitigated by the Stanford development on El Camino.

El Camino Real is already at a failing E grade for traffic.

For the sake of Menlo Park residents, as well as the future residents/workers in the Stanford development, adequate measures to mitigate traffic are essential.

Residents have put forth a number of solutions to Stanford and the City. But so far, no meetings with discussion on traffic by the City or Stanford have included city residents.

Both Stanford and the City must come to the table and meet with residents to discuss solutions to the traffic impacts.

Furthermore, a 3 day notice - providing local residents the bare minimal notice as required by law - with 500+ pages EIR document dump delivered last Thursday night for a meeting to be held this Monday night, is a terribly flawed process for a billion dollar development by Stanford University.

I urge that the Stanford EIR not go forward until there is dialogue and discussion with local residents about traffic solutions.

Perla Ni
Menlo Park Resident & Former Stanford Employee

From:	Heineck, Arlinda A
To:	Sandmeier, Corinna D
Subject:	FW: Middle Plaza
Date:	Monday, August 28, 2017 5:50:50 PM

From: Sam Sinnott [mailto:outlook_1193A3B8E9F40F5F@outlook.com]
Sent: Monday, August 28, 2017 5:44 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Middle Plaza

Honorable Council Members:

Please vote to approve this excellent project. It's community benefits are obvious, including new support of our schools and a much needed bicycle connection to Burgess Park from Middle Avenue.

As a participant in the design process of this project over the years I can attest to Stanford's response to community suggestions. The final version is far different and much improved from that of almost 10 years ago. Special thanks to Steve Elliott for listening.

Please approve this much needed improvement of our main street.

Sent from Mail for Windows 10

From: Stefan Petry
To: Planning Commission; CCIN
Subject: 500 El Camino Project Review
Date: Monday, August 28, 2017 2:32:23 PM
Attachments: Comments Stanford RE project PFry 20170828.docx

Dear City Council and Planning Commissioners

I share Patti's concerns that she has outlined in her letter to you (see below).

I live on Cambridge Avenue and am very worried that the only clear and perceptible outcome of this project will be a lot more traffic on El Camino and neighboring streets. The project's envisioned benefits on the other hand seem uncertain or dubious. I am also worried that there do not seem to be any effective protection measures against neighborhood cut-through traffic during the many years of construction and after project completion. Those should become part of any project approval.

Best regards,
Stefan Petry
Menlo Park resident

---------- Forwarded message ----------
From: Patti L Fry <pattilfry@gmail.com>
Date: Mon, Aug 28, 2017 at 1:18 PM
Subject: 500 El Camino Project Review
To: "planning.commission@menlopark.org" <planning.commission@menlopark.org>, City Council <city.council@menlopark.org>

Dear City Council and Planning Commissioners

It is premature for approvals of the Stanford project, its Final EIR or its Development Agreement.

Changes are necessary to make the project as good for Menlo Park as it is for Stanford. An economic impact analysis is needed to ensure that happens.

This project addresses Stanford's own needs for housing its own people and for offices that will either be rent-producing or for academic uses. The project clearly brings significant adverse traffic impacts to Menlo Park; the final EIR concludes that. Now, because it is clear that some or all of the site is intended to be "academic" and exempt from property taxes, it is clear that it does not address Menlo Park's housing shortage, and the project's economic benefits to Menlo Park appear to be minimal - if at all. Remember, when the El Camino Real/Downtown Specific Plan and its economic impacts were evaluated, it was generally assumed that some hotel rooms would be added on this site and it was hotel room Transient Occupancy Taxes ("TOT") that made the Specific Plan financially positive. [At present, 2/3 of the hotel rooms forecast are in the works, and 138 of those are at the Marriott Residence Inn where long-term stays (likely) would not pay TOT. Where would the remaining 131 rooms be located?] Stanford was aware of this economic assumption during the entire planning process.

Please consider the attached set of comments, and address them before moving forward with approvals.

Respectfully submitted,
Patti Fry
former Planning Commissioner

--

Best regards,
Stefan

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Stanford project and Santa Cruz Avenue sidwalks
Date:	Monday, August 28, 2017 6:04:04 PM

From: Sue Kayton [mailto:suekayton@gmail.com] **On Behalf Of** Sue Kayton
Sent: Monday, August 28, 2017 5:54 PM
To: _Planning Commission
Subject: Stanford project and Santa Cruz Avenue sidwalks

Congratulations! The sidewalks and striping on Santa Cruz Avenue look great and the kids are much safer walking to and from school. Thank you for making this happen after so many decades!

Soon you will have another opportunity to approve yet another badly-needed project – the Stanford project on El Camino. It looks great, will benefit our community, and, like the Santa Cruz Avenue sidewalks, is long overdue. Please give it the green light soon.

Sue Kayton
1854 Doris Drive
Menlo Park
650-853-1711
kayton@alum.mit.edu

From:	Heineck, Arlinda A
To:	Sandmeier, Corinna D
Subject:	FW: Item K1: Please Approve Term Sheet for Middle Plaza (500 El Camino) on Tuesday
Date:	Monday, August 28, 2017 12:55:43 PM

From: Tiffany Griego [mailto:tiffanyjgriego@gmail.com]
Sent: Monday, August 28, 2017 12:26 PM
To: _CCIN <councilmail@menlopark.org>
Subject: Item K1: Please Approve Term Sheet for Middle Plaza (500 El Camino) on Tuesday

Dear City Council members,

As a 15-year Menlo Park resident, I've been living on Santa Margarita Avenue with hopes that this day would come. My family and I request that you vote "yes" to approve the Term Sheet with Stanford University.

My family and I believe that tonight we should, as a community, show the courage and leadership to move forward with plans to embrace this version of Stanford's Middle Plaza: a thriving, vibrant mixed-use, transit-oriented project with so many housing units. My family and I are long since exhausted at seeing the fallow land remain unproductive for our city. We desire more variety of restaurants, more neighbors reflecting a more diverse population, and more intelligent development proximate to the train stations. This is a supportable project.

We also want to encourage Menlo Park to accept Stanford's generous, voluntary offer to pay for the tunnel ($5 million!) by voting "yes" on this very Term Sheet tonight. This is a real gift. This tunnel will greatly improve the safe route for our kids from our Santa Margarita/Santa Monica/Vintage Oaks/Willows neighborhoods as they bike to Hillview School. This is a huge win for Menlo Park.

Thank you,
Tiffany Griego

From: Heineck, Arlinda A
To: Sandmeier, Corinna D
Subject: FW: stanford building
Date: Monday, August 28, 2017 12:55:04 PM

From: Whitney Thwaite [mailto:wthwaite@llesd.org]
Sent: Monday, August 28, 2017 12:36 PM
To: _CCIN <councilmail@menlopark.org>
Subject: stanford building

Please make sure the Stanford development on El Camino meets Menlo Park's M@ standards. We need to keep these in mind when planning developments in our town.

--

Regards,

Whitney Thwaite
La Entrada School
7th Grade Science

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From: Yuri Minn Gmail
To: CCIN; Planning Commission; president@stanford.edu
Subject: Stanford project and traffic concerns
Date: Monday, August 28, 2017 9:28:12 PM

Dear City Council and Planning Commissioners,

I live on Yale Road at Cambridge Avenue and am very concerned about the potential traffic impact due to the Stanford development project on El Camino. I believe that measures are needed to protect the residents from cut-through traffic and worsening congestion on El Camino. There are a number of solutions that have been put forth by residents directly to Stanford and the City. Both Stanford and the City must come to the table and meet with residents to discuss solutions to the traffic impacts.

I urge the Planning Commission to NOT approve the EIR until there is dialogue and discussion with local residents about traffic solutions.

Sincerely,
Yuriko Minn
Menlo Park Resident

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Stanford cheats MP Schools
Date: Tuesday, August 29, 2017 10:36:49 AM

From: Brielle Johnck [mailto:gabriellejohnck@gmail.com]
Sent: Tuesday, August 29, 2017 9:50 AM
To: _CCIN
Subject: Stanford cheats MP Schools

Council:

As you discuss the Term Sheet for the Stanford development at 500 ECR tonight, remember that in 2012 Menlo Park gave to Stanford a hefty increase in its land value when it increased the FAR for properties in the Specific Plan Area.

By my rough calculation the FAR increase for Stanford from .5 to 1.25 will give Stanford approximately $2 million a year in added profit from office rents. Why the Council took this approach is still a subject of debate, but there is no argument that the university will have greater revenue from rents thanks to Menlo Park

Remind Stanford of this gift that was offered with no strings attached. Consequently today we have no negotiating power with Stanford and it is playing hardball at the expense of the residents needing infrastructure to support this development.

Also cheated are the two school districts that will receive no property tax from the housing units Stanford wants to use for its employees. Even if Stanford can legally use a tax exemption for the housing development, should it? Is Stanford part of our community or just another hard- nosed developer looking at its bottom line?

Speak up tonight. Remind the Stanford Real Estate Department that Menlo Park was more than generous in 2012 because the City believed it was working with an honorable institution that professed it was a stakeholder in the community's well being.

The university should be willing to pay for every student living in its housing units who attends Menlo Park schools. In the elementary school alone, the cost to educate each child is $14,225. There is no moral reason why property owners in Menlo Park should pay their share of educating our children but Stanford should only make a small gesture that ends in ten years. Most egregious is Stanford is making zero contribution to Menlo Atherton High School.

Residents want to hear you as their elected Council Members are representing their interests.

Brielle Johnck

From:	Diane Bailey
To:	_CCIN; _Planning Commission
Subject:	[Clarification on LEED Gold & Request] Re: Recommended Improvements for Stanford"s Middle Plaza - Menlo Park Deserves the same quality as On-Campus Developments
Date:	Tuesday, August 29, 2017 4:46:48 PM
Attachments:	C421302D-8C87-4C6E-9C4A-456168B4C399[30].png

Dear Planning Commissioners and Council Members,
We would like to clarify some confusion around LEED Gold standards on Stanford campus that were discussed at the Planning Commission meeting yesterday. We are grateful for the open dialogue with representatives of Stanford's Office of Sustainability and Stanford Real Estate, and for their time meeting with us on July 28th. During our discussions with Stanford, we learned that the on-campus building policy was focused on *equivalency* with LEED Gold standards (as opposed to certification).

In our August 11th comment letter about the Middle Plaza project, we suggested that the project "should demonstrate a commitment to green building by matching the Stanford on-campus building average equivalency to LEED Gold." (Source: https://sustainable.stanford.edu/sites/default/files/2016%20Stanford%20LEED%20Equivalency%20Analysis%20102716.pdf)
We further explained in a footnote: "Also, in 2010, Stanford Construction Standards required LEED Gold equivalency, though these requirements do not appear in more recent guides." (Source: Presentation Page 8, https://energy.stanford.edu/sites/default/files/energy_seminar_march_28_final.pdf)

Whether Stanford demonstrates *equivalency* or *certification* to LEED Gold for Middle Plaza, we are pleased that there is interest in pursuing it. However, we request a firm commitment, as has been demonstrated by Greenheart's Station 1300 development and would be required by comparable projects in the Bayfront area.

More importantly, the project should commit to 100 percent renewable energy, in order to avoid undermining the City's carbon reduction goals of the Climate Action Plan. New developments in the Bayfront area will essentially be zero carbon buildings, and there is no reason why developments in other parts of the city cannot meet this standard.

As Houston and other Gulf cities are deluged with water from mega-storms, and it becomes increasingly apparent that these epic once-in-a century storms are the new normal, we all need to adjust practices, standards, and norms to prevent more high carbon development. **Although Stanford's Middle Plaza project is not legally required to create a zero carbon development, they are well equipped to do so, and it is within City Council's discretion to require it. Our request is for Stanford's Middle Plaza development to go beyond LEED Gold to commit to 100% renewable energy, so that fossil fuels are not utilized in the buildings.**

Thank you for considering these additional comments.
Sincerely,

Diane Bailey, Executive Director
Menlo Spark

From: Diane Bailey <diane@menlospark.org>
Date: Friday, August 11, 2017 at 3:50 PM
To: "city.council@menlopark.org" <city.council@menlopark.org>, "planning.commission@menlopark.org" <planning.commission@menlopark.org>
Cc: "allan.bedwell@gmail.com" <allan.bedwell@gmail.com>, Chris DeCardy <cdecardy@yahoo.com>, Janelle London <jlondon@stanfordalumni.org>, "Marshall.construction@yahoo.com" <Marshall.construction@yahoo.com>, Deb Martin <debbusermartin@gmail.com>, "Christina.smolke@gmail.com" <Christina.smolke@gmail.com>, "joyce327+EQ@gmail.com" <joyce327+EQ@gmail.com>, Clay Curtain <cjcurtin@menlopark.org>, "njadallah55@gmail.com" <njadallah55@gmail.com>
Subject: Recommended Improvements for Stanford's Middle Plaza - Menlo Park Deserves the same quality as On-Campus Developments

Dear City Council Members and Planning Commissioners,
It has come to our attention that the proposed Stanford Middle Plaza project will not conform to Stanford's on-campus sustainability standards, and also won't meet the policy goals of the City's updated General Plan. Please find our recommendations and comments attached. We support the recommendations of the Environmental Quality Commission, also attached here for reference.

We hope you will consider updating the requirements for this significant new development to meet the latest City standards as well as those held by Stanford.
Sincerely,
Diane Bailey

Diane Bailey | Executive Director
MENLO SPARK
diane@menlospark.org | 650-281-7073
Visit us: www.MenloSpark.org
Find us on Facebook
Follow us on Twitter

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Climate Neutral for a Healthy, Prosperous Menlo Park

EV, PV & Fossil Free*: Guides for Electric Cars, solar & Fossil Free Homes at:* http://menlospark.org/what-we-do/

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Middle Plaza at 500 El Camino Real project
Date: Tuesday, August 29, 2017 12:08:28 PM

From: Betsy Nash [mailto:nash94025@mac.com]
Sent: Tuesday, August 29, 2017 11:37 AM
To: _CCIN
Subject: Middle Plaza at 500 El Camino Real project

Dear City Council Members,

>The proposed term sheet for the Stanford development at 500 El Camino Real shows Stanford making payments to the MPAEF. Why is only that school district supported, and not Menlo-Atherton High School's Foundation for the Future as well? We applaud the recommendation to extend the term to 15 years but why is it not permanent since we believe the intent is to offset missing property taxes? Please think about the schools' future.

> 3. Menlo Park-Atherton Education Foundation
> The applicant is proposing to pay $100,000 per year to the Menlo Park-Atherton Education Foundation over 10 years, totaling $1,000,000. The subcommittee recommends the term of the annual payments be extended for five years, to total $1,500,000 over 15 years.

>The location of the pedestrian-bike crossing is most useful when lined up with Burgess Drive. An underpass is vastly superior to an overpass. And a multi-use path along the railway is essential.

>This Development Agreement term sheet process seems unduly rushed. We're sure the subcommittee has been doing a good job in its communications with Stanford, but still it lacks much public input on values and priorities.

>Finally we strongly support the input from Diane Bailey (Menlo Spark):

"We recommend the following specific improvements to this extensive project:

1. Meet recently adopted Green Building Standards: The Middle Plaza proposal should meet the environmental standards of the recently adopted zoning regulation update for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.
2. Provide a comprehensive TDM program: Middle Plaza should employ all potential measures available to minimize the increase in vehicle trips from the project by incentivizing alternative travel methods, including charging for parking, transit passes for all site occupants (workers and residents), and ensuring a high-quality bike and pedestrian (multi-use) path along the development.
3. Support Menlo Park's designation as a Tree City: The project should landscape all areas except for surface parking considered critical, with the remainder of parking

underground."

Sincerely,
Betsy and Horace Nash
Menlo Park residents

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Stronger trip reduction, sustainability measures for Stanford project
Date:	Tuesday, August 29, 2017 3:09:24 PM
Attachments:	stanford vmt .png

From: aldeivnian@gmail.com [mailto:aldeivnian@gmail.com] **On Behalf Of** Adina Levin
Sent: Tuesday, August 29, 2017 1:28 PM
To: _CCIN
Cc: Rogers, Thomas H; Muenzer, Mark E
Subject: Stronger trip reduction, sustainability measures for Stanford project

Dear Council Members and staff,

As a resident near Menlo Park's downtown, I eagerly look forward to additional mixed use development on El Camino Real fulfilling the goals of the city's longstanding plan, and moving forward the bike/pedestrian crossing of the Caltrain tracks which will become a key connection for the city.

Given the location and the developer, it is reasonable to expect stronger sustainable transportation and other sustainability measures for 500 El Camino Real.

The TDM plan's strategies are proposed to achieve a reduction in drive-alone trips of 6 to 10%. This is much lower than the 25% trip reduction standards used for the City of San Mateo's Rail Corridor Plan (Hillsdale to Hayward Park) and Mountain View's San Antonio Plan. Those plans cover locations that are similar in terms of access to Caltrain and to bus service, in mixed use areas with housing, jobs and services. Another similarity is that these areas include office developments built without tenants that are known in advance, and that are expected to be multi-tenant.

Stanford has demonstrated capability to provide transportation demand management services resulting in 50% drivealone mode share for employees. The current environmental impact report projects that Stanford's own developments are expected to result in workers driving 74% less than the regional average, and residents driving 36% less than the regional average (see table attached; the SB743 threshold is 15% below the regional average).

I would urge you to set the TDM goal for 500 El Camino Real to the 25% reduction level expected in the San Mateo Rail Corridor Plan and Mountain View San Antonio Plan. Valuable strategies to achieve these goals include paid parking for workers and unbundled parking for residents. Reducing the subsidy for parking helps balance the incentives for driving and other modes.

In addition, I would urge Stanford and the 1300 ECR development to become the "anchor tenants" for a downtown Transportation Management Association focused on reducing vehicle trips in the downtown/ECR area including the city center facilities. Palo Alto's Transportation Management Association has just announced that in its first year of pilot programs it has been able to achieve a 10 percentage point reduction in the drivealone rate for service workers, with programs tailored based on research regarding the needs of downtown workers. This approach would bring the opportunity to reduce car trips and traffic not only for these developments but for the downtown as a whole.

http://www.greencaltrain.com/2017/08/palo-alto-reduces-downtown-service-worker-drivealone-rate-by-10-percentage-points/

These measures will help with local quality of life and environmental sustainability, since transportation is the largest source of greenhouse gas emissions. To further advance environmental sustainability would urge the city to require this development to meet the 100% renewable energy requirement included in the General Plan.

Thank you for your consideration.

Adina Levin
Menlo Park resident
650-646-4344
alevin@alevin.com

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Please ensure green development from Big 5 to Stanford Park Hotel
Date:	Tuesday, August 29, 2017 10:22:23 AM

From: Gloriawebster [mailto:gloriawebster@yahoo.com]
Sent: Monday, August 28, 2017 11:00 PM
To: _CCIN
Subject: Please ensure green development from Big 5 to Stanford Park Hotel

Dear City Council of Menlo Park,

I write with earnest hope you make sure the Stanford Middle Plaza Project follows the green building standards of the Stanford campus and M2.

We will be living with decisions about this project for a long time. Let's take efforts to keep development quality high, green, and sustainable. (In some respects, covering those Stanford/M2 standards is a quality *floor*: the *least* we can do for our future generation(s) with current knowledge/evidence.

Many thanks for your careful consideration in this matter.
Respectfully yours,
-Gloria Webster
28 Sunset Lane; Menlo Park, CA. 94025

Sent via phone: US 650.269.0678

y.council@menlopark.org.

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Stanford Middle Plaza Project
Date: Tuesday, August 29, 2017 10:20:56 AM

----Original Message-----
From: Monica Albers [mailto:monica.albers@gmail.com]
Sent: Tuesday, August 29, 2017 7:42 AM
To: _CCIN
Subject: Stanford Middle Plaza Project

Please make sure the Stanford Middle Plaza Project follows the green building standards of the Stanford campus and M2.

Thanks,

Monica Albers
Resident of Menlo Park

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Stanford Middle Plaza Project
Date:	Tuesday, August 29, 2017 10:23:24 AM

From: Nancy Larocca Hedley [mailto:nancylarocca@gmail.com]
Sent: Monday, August 28, 2017 8:48 PM
To: _CCIN
Subject: Stanford Middle Plaza Project

Dear City Council Members,

Thank you for your commitment and your service to our city. I am writing regarding the proposed Stanford Middle Plaza Project. I understand that there's a lot of positive in this project, including the long-awaited pedestrian/bike crossing from Middle to Alma (yay!). And I understand that there are some opportunities for Menlo Park and Stanford to take an even stronger leadership position as stewards of the environment. Here are some specific suggestions to consider...

1) I'd love to see this project meet the recently adopted Green Building Standards for the Bayfront (M2) area, including, but not limited to, renewable energy, electric car charging, water conservation, and zero waste policies.

2) Minimize Vehicle Trips - As a resident of Allied Arts, I want to reduce the number of vehicle trips to this new development. I am particularly interested in continuing the high-quality bike/pedestrian path from Palo Alto through Menlo Park and beyond, making bicycling an efficient and safe primary form of transport. We had the opportunity to spend six weeks in Amsterdam last summer and they've got it down! I love the changes we've recently made along University Ave and Santa Cruz Ave...let's do more!

3) Tree City - Support Menlo Park's designation as a Tree City by landscaping all areas except for surface parking considered critical, with the remainder of parking underground. There's a ton of research that connects the health of residents to the presence of trees in our suburban forest. Let's be at the forefront of this movement and create a place that is not only beautiful but healthy too.

Thank you for hearing my words,

Nancy Larocca Hedley
Partridge Avenue

From: Nicole Kemeny
To: Planning Commission; CCIN
Subject: Stanford Middle Plaza Project
Date: Tuesday, August 29, 2017 2:03:39 PM

Dear City Council Members and Planning Commissioners,

I must say I am deeply bothered by the fact that the proposed Stanford Middle Plaza project does not meet higher environmental standards.

I testified in favor of the recently adopted sustainability standards for new bayfront development, and can see no reason why we are not requiring Stanford to meet them, too.

In addition, the proposed 2,000 parking spaces are a look back to the past, not a good plan for the future. Rather than invest in parking which encourages driving, we should invest in the behavior we need to encourage. People want to do the right thing and drive electric cars or use alternative modes of transportation, but if we don't provide the infrastructure they can't. Instead, we force them to operate against their own conscience, and pay for the privilege with expensive gasoline- powered, single occupancy cars.

As the planet heats up, I am personally grateful for every shade tree I can walk or park under. Trees also absorb CO2, so we need more of them. They should absolutely be required.

As we look at what Texas is suffering right now, think about our own coastline, and read about the melting of Alaskan permafrost and the break up of the Antarctic ice, it's a wonder we can still contemplate doing business as usual.

Nicole Kemeny
1875 Oak Knoll Lane
Menlo Park

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Stanford term sheet
Date:	Tuesday, August 29, 2017 10:21:46 AM

From: Becky Crowe [mailto:beckycrowehill@gmail.com]
Sent: Tuesday, August 29, 2017 5:04 AM
To: _CCIN
Subject: Stanford term sheet

Dear City Council members,

I first moved to Menlo Park in 1997 and lived in Menlo Park over a 20 year period . I request that you vote "yes" to approve the Term Sheet with Stanford University.

I believe that you should embrace the plan for Stanford's Middle Plaza to enable more housing and importantly a tunnel that will enable a safe transit route to Hillview school. Please carefully consider this proposal.

Thank you,
Rebecca Crowe

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: MPCSD needs to be made whole
Date:	Monday, September 11, 2017 11:55:02 AM

From: Darcy Gamble [mailto:darcyfgamble@gmail.com]
Sent: Sunday, September 10, 2017 4:32 PM
To: _CCIN
Subject: MPCSD needs to be made whole

Please consider playing hard ball with Stanford and making MPCSD whole in your negotiations on the El Camino project. Every new student costs a lot of money to cover adequately and Stanford DOES NOT need the break. MPCSD is trying to maintain its level of quality education **for the children, for the community, for our home values**, etc. I know that Stanford University can afford to pay their share and their motivation is about Stanford **not our community**. They do not need Menlo Park subsidizing their development project. More children will live there than you might guess. With the cost of living so high, very high income families are choosing to live in multi-family dwellings. This hurts the quality of our schools because the school's funds do not increase with an increase in enrollment.

Darcy Gamble

Gamble & YOU
"Partners In Real Estate, For Life"
(650) 380 9415

Alain Pinel Realtors
1550 El Camino Real, Suite 100
Menlo Park, CA 94025
darcyfgamble@gmail.com | darcygamble.com
License # 01956441

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Stanford housing project
Date: Monday, September 11, 2017 11:54:42 AM

-----Original Message-----
From: Christy Peetz [mailto:christy.peetz@gmail.com]
Sent: Monday, September 11, 2017 9:13 AM
To: _CCIN
Subject: Stanford housing project

Hello City Council,

I have recently read that the Stanford apartment project will bring many new children into the MP schools but will not contribute to the MP school taxes at existing rates. While I support increased housing development in the area, it must be matched by ongoing tax funding to schools. Parents choose MP for our excellent schools and communities and we should expect a permanent increase to our school population with this new development.

Thank you,
Christy peetz
Paulson Cir, Menlo Park

Sent from my iPhone

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Please demand sustainability commitments in writing from Stanford for its Menlo Park development
Date:	Monday, September 11, 2017 11:55:51 AM

From: Janelle London [mailto:jlondon@stanfordalumni.org]
Sent: Monday, September 11, 2017 9:16 AM
To: _CCIN
Subject: Please demand sustainability commitments in writing from Stanford for its Menlo Park development

Dear City Council,

Thank you for the good work you do to protect the environment in our wonderful city, and ensure we meet our climate commitment to reduce carbon emissions by 27% from 2005 levels by 2020. As you know, this emissions reduction must occur even with all the new development in Menlo Park. The Bayfront/M-2 green and sustainable building codes are a world-class model of how this can be done.

I understand you will be considering the term sheet for Stanford's Middle Plaza Project on El Camino on Sept 26. There appears to be no sustainability commitment in that term sheet as it stands.

This is to urge you to require that Stanford provide a sustainability commitment IN WRITING before proceeding with any development in Menlo Park.

- Will its buildings be LEED Gold equivalent or better? Get it in writing.
- Number of electric vehicle charging stations to be installed? Get it in writing.
- Will the development use only 100% renewable energy? Get it in writing.
- Will Stanford implement a Transit Demand Management program like its award-winning campus TDM, perhaps with paid parking and free transit passes, to avoid the 2,000 additional car trips/day the project is anticipated to generate? Get it in writing.

As a long-time Menlo Park resident and Stanford alum, I care deeply about the future of our city, and take pride in Stanford's campus sustainability.
Thanks for your continued good work – please stand strong, and require written confirmation of Stanford's sustainability commitment for Middle Plaza.

Sincerely,
Janelle London

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Menlo Park Schools
Date: Tuesday, September 12, 2017 9:41:35 AM

-----Original Message-----
From: Lola Walker [mailto:lolawalker@mac.com]
Sent: Monday, September 11, 2017 10:10 PM
To: _CCIN
Subject: Menlo Park Schools

To the Council Members of Menlo Park:

The tax paying property owners in Menlo Park and other towns should NOT be subsidizing the ever-expanding, the 'colonizing' actually, of surrounding communities (Redwood City, Menlo Park, etc)that uber wealthy Stanford is engaged in. It appears Menlo Park is not negotiating the best deal with Stanford in this regard. Please rethink the terms of this agreement to avoid an unfair burden on the property tax payers for the school district of MP.

Lola Walker
MP Resident, 46 years

From:	Muenzer, Mark E
To:	Sandmeier, Corinna D
Subject:	FW: Thanks for the walkshop plus check out this concept for the Stanford El Camino project
Date:	Tuesday, September 12, 2017 3:05:38 PM

From: Nate Gardner [mailto:npgardner@gmail.com]
Sent: Tuesday, September 12, 2017 2:34 PM
To: _CCIN
Subject: Thanks for the walkshop plus check out this concept for the Stanford El Camino project

Dear Council,

Thanks again for setting up the walk-shop. It was really great to chat (ok sometimes vent) to staff and Mayor Keith.

During the walk-shop, I mentioned a bicycle only development that would be great for the Stanford project. Cykelehuset Ohboy! is an apartment building built around bicycles. https://www.treehugger.com/slideshows/green-architecture/oboy-we-visit-cykelehuset-ohboy-apartment-building-built-around-bicycles/

It's not a very attractive exterior but the interior/passivehaus design is very impressive.

I'm sure Stanford would never do this but think of the PR to just pitch it. :)

Best,
Nate

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Stanford Development on El Camino
Date: Wednesday, September 13, 2017 3:49:33 PM

From: Sarah Gaeta [mailto:stanfdfn@yahoo.com]
Sent: Wednesday, September 13, 2017 1:26 PM
To: _CCIN
Subject: RE: Stanford Development on El Camino

Dear City Council Members,

I am a life-long resident of the Menlo Oaks District or Menlo Park (I owned a house on Willow at Laurel for many years) and hope that you will read and consider my input, even though my address is not technically in the City of Menlo Park. In my childhood our school district was Ravenswood City School District and I attended James Flood School until they closed it (after my 4th grade year).

While not being a resident of Menlo Park proper at this time, my entire life has made use of City facilities and programs, and now I have two children in the MPCSD - at Laurel Upper Campus and Hillview Middle School. My children are part of Menlo Swim team and learned to swim at Burgess Pool. And I am a Stanford alum with strong ties to The University today - I volunteer to raise funds for the Buck Cardinal Club in the Athletics Department. My father was a professor in the Medical School his entire career.

The Stanford Development on El Camino has a detrimental fiscal impact to the future of the Menlo Park revenues and MPCSD due to The University being a non-profit. Stanford's endowment is one of the largest in the world (I have contributed to it) despite their non-profit status. In my opinion, the residents of Menlo Park and those in areas included in the MPCSD should not be asked to make up the shortfall through more taxes. Measure X was just passed and with that the MPCSD still has to reduce services to our students! It is not appropriate for Stanford students and staff to benefit at the expense of MPCSD. A $1M payment over 10 years or even $1.5M over 15 years to the MPAEF is a terrible concession, which will create an even greater structural deficit going forward for MPCSD. Prioritizing a $5M bike bridge/tunnel over our schools squanders public resources and benefits a handful of people. We need an ongoing financial benefit, to make up for the lack of City and MPCSD revenue on an ongoing basis or more creative interpretation of zoning regulations to ensure Menlo Park gets the revenue that is lost on an ongoing basis due to Stanford's non-profit status. It appears taxing rent is a viable option and that vehicle should be thoroughly evaluated. Although it is good that if Stanford rents to non-students taxes will be paid, the devil is in the details. Stanford's current policies (I am not sure of the legal assessment of this approach) allows an employee or student to rent an

apartment and have a non-University-affiliated roommate and maintain the subsidized status of the unit. Such arrangements and rent should be taxed and throw that unit into non-tax exempt status. In addition, if there is a subsidy provided by Stanford, that amount should be included in determining the market rate that is the total amount to be taxed. Please find a deal that doesn't punish the City of Menlo Park and MPCSD.

Sarah Gaeta
280 Arlington Way
Menlo Park, CA 94025

From: Muenzer, Mark E
To: Sandmeier, Corinna D
Subject: FW: Action requested: Stanford Development on El Camino
Date: Monday, September 11, 2017 11:59:42 AM

From: Sue Liao [mailto:liaosuzan@yahoo.com]
Sent: Monday, September 11, 2017 7:45 AM
To: _CCIN
Subject: Action requested: Stanford Development on El Camino

Dear City Council,

The Stanford Development on El Camino has a detrimental fiscal impact to the future of our city revenues and school district due to the university being a non-profit. Furthermore, the residents of Menlo Park should not ever be asked to make up the shortfall through more taxes. Stanford's endowment is one of the largest in the world despite their non-profit status. We should not be forced to pay for their benefits to their students.

A $1M payment over 10 years or even $1.5M over 15 years to the MPAEF is a terrible concession, which will create an even greater structural deficit going forward for Menlo Park City and Schools. Prioritizing a $5M bike bridge/tunnel over our schools squanders public resources and benefits a handful of people.

We need an ongoing financial benefit, to make up for the lack of City revenue on an ongoing basis or more creative interpretation of zoning regulations to ensure Menlo Park gets the revenue that is lost on an ongoing basis due to Stanford's non-profit status.

If taxing rent is our only option, we should make sure they pay every cent. Although it is good that if they rent to non-students, they will pay taxes, the devil is in the details. A friend of mine, a Stanford employee NOT student, is living in such a subsidized apartment building in Los Altos (on El Camino south of San Antonio) and has a roommate, who isn't affiliated with Stanford. They only require one person to be Stanford-affiliated. Such arrangements and rent should be taxed. In addition, the subsidy provided by Stanford that would have allowed that apartment to be rented at market rate should be taxed.

Please don't agree to such a horrible deal and come up with one that doesn't punish Menlo Park residents and schools.

Best,
Suzan Liao
132 Buckthorn Way
Menlo Park, CA

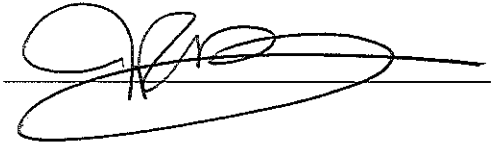
MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Jody Last Name (please print): Barkley

Mailing Address: 1309 San Mateo Dr Menlo Park

Cell Phone: _____ Home Phone: _____

Email Address: jodybarkley@mac.com Signature: 

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): John Last Name (please print): McCABE

Mailing Address: 210 WAVERLEY ST, APT 2

Cell Phone: 704 796 4678 Home Phone:

Email Address: mccabej4@yahoo Signature:

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): JEFF Last Name (please print): BIRD

Mailing Address: 540 Grace Dr, MP 94025

Cell Phone: 650 922-0372 Home Phone: 650 327 0603

Email Address: jeff@shr.com Signature: [signature]

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Sirapi Last Name (please print): Jenkins

Mailing Address: 1234 University Dr. Menlo Park CA 94025

Cell Phone: _____ Home Phone: _____

Email Address: _____ Signature: _____

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): DAVID Last Name (please print): TSIANG

Mailing Address: 1836 Camino De Los Robles Menlo Park

Cell Phone: 405 297 9074 Home Phone: 650 858 9130

Email Address: tsiang888@gmail.com Signature: David Tsiang.

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Jose Last Name (please print): Fernandez

Mailing Address: 1000 Arbor Rd #6

Cell Phone: 650 521-1092 Home Phone: 650 618-4544

Email Address: Jose.r.fernandez@gmail.com Signature: Jose R Fernandez

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Doug Last Name (please print): Hirzel

Mailing Address: 2040 Valparaiso Ave.

Cell Phone: _____ Home Phone: _____

Email Address: ~~bio~~ bioprfe gmail.com Signature: [signature]

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): JIM Last Name (please print): STRAIGHT

Mailing Address: 626 PARTRIDGE AVENUE

Cell Phone: N/A Home Phone: N/A

Email Address: 4PMCGIRL@GMAIL.com Signature: JJ Straight

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): NINH Last Name (please print): TRAN

Mailing Address: 2903 SAN JUAN BLVD BELMONT

Cell Phone: 650 596 1999 Home Phone: _____

Email Address: NHTRANMD@HOTMAIL Signature: _____

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Katherine Last Name (please print): Arthurs

Mailing Address: 1375 N. Lemon Avenue

Cell Phone: 650-281-9455 Home Phone: _____

Email Address: michie03@yahoo Signature: K. Arthurs

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Michele Last Name (please print): Otte

Mailing Address: 1375 Santa Cruz Ave, M.P.

Cell Phone: _____ Home Phone: 328-1318

Email Address: _____ Signature: Michele Otte

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): George Last Name (please print): Otte

Mailing Address: 1375 Santa Cruz Ave

Cell Phone: _____ Home Phone: 650-328-1318

Email Address: _____ Signature: [signature]

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Mary Last Name (please print): grundy

Mailing Address: 218 mckendry Drive, MP CA

Cell Phone: _____ Home Phone: 650 326 9656

Email Address: _____ Signature: Mary Grundy

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Julie Last Name (please print): Brady

Mailing Address: 210 Park Lane

Cell Phone: _____ Home Phone: _____

Email Address: _____ Signature: Julie Brady

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Mary Last Name (please print): Ergas

Mailing Address: 8 Coleman Pl, #2 Menlo Park

Cell Phone: _____ Home Phone: 650 327 6244

Email Address: merrymac2@mac.com Signature: Mary K Ergas

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Gary Last Name (please print): Sterman

Mailing Address: 727 El Camino Real, MP

Cell Phone: 415-516-0052 Home Phone:

Email Address: gary.sterman@hotellucent.com Signature:

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): JEFFREY Last Name (please print): FENTON

Mailing Address: 950 SHERMAN AVE, MENLO PARK 94025

Cell Phone: (408)242-0544 Home Phone: (650)854-4992

Email Address: jeff.fenton@Lmco.com Signature: Jeffrey Fenton

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): CHERISE Last Name (please print): BRANDELL

Mailing Address: 917 BORANDA AVE MOUNTAIN VIEW, CA

Cell Phone: _____ Home Phone: _____

Email Address: cbrandell2@gmail.com Signature: Cherise Brandell

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Louise Last Name (please print): DeDera

Mailing Address: 1003 Louise St MP

Cell Phone: _____ Home Phone: 650 324 1868

Email Address: dedera@kw.com Signature: L H DeDera

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Bob Last Name (please print) Dehn

Mailing Address: 1661 Stone Pine Lane, Menlo Park, CA 94025

Cell Phone: _____ Home Phone: _____

Email Address: _____ Signature: Bob Dehn

MW

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): DAN Last Name (please print): AZAGURY

Mailing Address: 455 YALE RD

Cell Phone: _____ Home Phone: _____

Email Address: _____ Signature: _____

MW

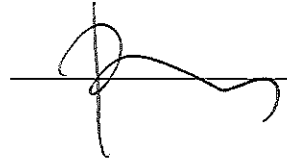
MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): RENEE Last Name (please print): RYAN

Mailing Address: 318 Greenoaks Drive Atherton

Cell Phone: 4155319746 Home Phone: _____

Email Address: reneecomptonryan@hotmail.com Signature: 

MM

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Colleen Last Name (please print): Cutcliffe

Mailing Address: 212 Chester Ct., Menlo Park, CA

Cell Phone: _____ Home Phone: _____

Email Address: colleencutcliffe@gmail.com Signature: _____

MIDDLE PLAZA

I support Middle Plaza at 500 El Camino Real!

First Name (please print): Joseph Last Name (please print): Bentley

Mailing Address: 1225 Mills St. Menlo Park

Cell Phone: (650) 867-0195 Home Phone: _____

Email Address: jbentley@aol.com Signature: [signature]

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-224-CC**

Regular Business: **Consider the Planning Commission's recommendation to approve the Mitigated Negative Declaration, prezoning, rezoning, General Plan amendment, tentative map, use permit, architectural control, below market rate (BMR) housing agreement, and heritage tree removal permits, as well as a tax exchange agreement, for the 2111-2121 Sand Hill Road ("2131 Sand Hill Road") project**

Recommendation

Staff recommends that the City Council continue its discussion from the August 29, 2017 meeting and take action on the 2111-2121 Sand Hill Road project (also known as "2131 Sand Hill Road"), as outlined in Attachment A.

Policy Issues

The proposed project requires the City Council to consider the merits of the project, including consistency with the City's current General Plan, Municipal Code, and other adopted policies and programs in reviewing the requested environmental review, prezoning, rezoning, General Plan amendment, tentative map, use permit, and architectural control applications, as well as the tax exchange agreement, BMR housing agreement, and heritage tree removal permits. The policy issues summarized here are discussed in greater detail throughout Attachment A.

Background

At the August 29, 2017 City Council meeting, a public hearing was held for the 2111-2121 Sand Hill Road project. Eight members of the public spoke in opposition to the project. The speakers primarily expressed concerns that the project would create additional traffic and exacerbate safety issues at and around the intersection of Sand Hill Road, Alpine Road, and Santa Cruz Avenue. The speakers also raised concerns that the project would rezone land currently designated for residential uses to a zoning district designated for office uses, which could contribute to the jobs/housing imbalance in the region. In addition, the speakers requested that Stanford contribute to a sound wall in the vicinity of the Sharon Oaks subdivision to mitigate vehicular noise associated with increased traffic along Sand Hill Road. Two members of the public spoke in favor of the project, claiming that the development would drive economic growth along the Sand Hill Road corridor and boost occupancy and tax revenue to the City from the Rosewood Sand Hill Hotel.

Based on the public comments and City Council discussion, the Council continued the item and asked that Stanford explore the following three issues:

- Development of and/or participation in a transportation management association (TMA) for the proposed

building and other buildings along the Sand Hill Road corridor,
- Discussion with the Sharon Oaks Association regarding the request to participate in the design and construction of a larger sound wall in the vicinity of the project, and
- Provision of additional below market rate (BMR) housing units.

Analysis

The project proposal requires the review and consideration of new land use entitlements and associated agreements. A discussion of the proposed project, as well as required land use entitlements and agreements, is provided in Attachment A.

Impact on City Resources

A property tax exchange agreement has been negotiated with San Mateo County, which would result in the City receiving 10.5 percent of the property taxes generated on the site each year. While 10.5 percent is slightly lower than the City-wide average across all areas (10.9 percent) and 1.1 percent lower than the adjacent incorporated properties (11.6), the County maintained in its negotiations that a lower share of property tax to the City is justified considering significant County expenses planned for traffic improvements on Alpine Road. Based on the current conditions on the project site, the City would receive slightly less than $6,500 in property tax revenue annually in the near term. However, if the proposed office building is constructed on the annexed parcel, additional property tax revenue could be anticipated based on the value of the new development, as well as business license tax revenue, and potential sales tax revenue from new office workers spending in the area. For every $1 million in assessed value added by construction, the City will receive an additional $1,050 per year.

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of a Transportation Impact Fee (TIF). These required fees were established to account for projects' proportionate obligations.

Environmental Review

An Initial Study and Mitigated Negative Declaration, collectively referred to as the MND, were prepared and circulated for public review in compliance with CEQA. The public review period began on April 3, 2017 and ended on April 24, 2017. The MND was made available for review at the Planning Division office and library reference desk during business hours, as well as on the City's website (http://www.menlopark.org/DocumentCenter/View/13267). The members of the City Council also received a copy of the Notice of Availability at the beginning of the public review and comment period.

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 Staff Report – August 29, 2017
B. Findings and Recommended Actions for Approval

C. Draft Resolution Adopting Findings Required by the California Environmental Quality Act
D. Draft Ordinance Approving the Prezoning
E. Draft Ordinance Approving the Rezoning
F. Draft Resolution Amending the General Plan to Change the Land Use Designation
G. Draft Resolution Approving the Use Permit, Architectural Control, and Tentative Map
H. Draft Resolution Approving the Tax Exchange Agreement
I. Draft Resolution Approving the BMR Agreement
J. Draft Resolution Approving the Heritage Tree Removal Permits
K. Planning Commission Staff Report
L. Location Map
M. Annexation Boundary Map
N. Project Plans
O. Project Description Letter
P. Arborist Report
Q. Requested Heritage Tree Removal Summary Table
R. Correspondence (Non MND Comments)
S. MND Comments
T. Hyperlink: 2131 Sand Hill Road MND - http://www.menlopark.org/DocumentCenter/View/13267

Report prepared by:
Tom Smith, Associate Planner

Report reviewed by:
Mark Muenzer, Assistant Community Development Director

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **8/29/2017**
Staff Report Number: **17-178-CC**

Public Hearing: **Consider the Planning Commission's recommendation to approve the mitigated negative declaration, prezoning, rezoning, General Plan amendment, tentative map, use permit, architectural control, Below Market Rate (BMR) housing agreement, and heritage tree removal permits, as well as a tax exchange agreement, for the 2111-2121 Sand Hill Road ("2131 Sand Hill Road") Project**

Recommendation

The Planning Commission and staff recommend that the City Council make the necessary findings and take actions for approval of the 2111-2121 Sand Hill Road project (also known as "2131 Sand Hill Road"), as outlined in Attachment A. The specific entitlements and environmental review components are as follows:

1. **Environmental Review** to analyze potential environmental impacts of the project in the Mitigated Negative Declaration (MND), pursuant to the California Environmental Quality Act (CEQA) (Attachment B);
2. **Prezoning** of a 14.9-acre portion of a 15.8-acre parcel presently located in unincorporated San Mateo County to the R-1-S (Single Family Suburban Residential) and C-1-C (Administrative, Professional and Research, Restrictive) zoning districts (Attachment C);
3. **Rezoning** of the remaining portion of the parcel currently located in the R-1-S zoning district to the C-1-C zoning district (Attachment D);
4. **General Plan Amendment** to establish Low Density Residential and Professional and Administrative Offices land use designations for the portion of the parcel to be prezoned, and to change the land use designation from Low Density Residential to Professional and Administrative Offices for the portion of the parcel to be rezoned (Attachment E);
5. **Tentative Map** to create a two parcel subdivision, one parcel containing an existing residence, the other containing an existing office building (Attachment F);
6. **Use Permit** to construct a new approximately 39,800-square-foot, two-story office building in the proposed C-1-C zoning district, which would be located on the same parcel as the existing office building, and to excavate within the required rear setback to construct a retaining wall (Attachment F);
7. **Architectural Control** to review the design of the proposed office building and site improvements (Attachment F);
8. **Tax Exchange Agreement** to exchange property tax revenues between the City of Menlo Park and San Mateo County related to the proposed annexation and development of the unincorporated portion of the parcel to be prezoned (Attachment G);
9. **Below Market Rate (BMR) Housing Agreement** for compliance with the City's Below Market Rate Housing Program (Attachment H); and
10. **Heritage Tree Removal Permits** to allow the removal of up to four heritage trees (Attachment I).

The proposed annexation of the property into the City of Menlo Park is subject to approval by the San

Mateo County Local Agency Formation Commission (LAFCO) following action by the City Council.

Policy Issues

The proposed project requires the City Council to consider the merits of the project, including consistency with the City's current General Plan, Municipal Code, and other adopted policies and programs in reviewing the requested environmental review, prezoning, rezoning, General Plan amendment, tentative map, use permit and architectural control applications, as well as the tax exchange agreement, BMR housing agreement and heritage tree removal permits. The policy issues summarized here are discussed in greater detail throughout the staff report.

Background

Annexation process

The proposed annexation requires a series of actions by the City of Menlo Park, San Mateo County, and the San Mateo County LAFCO. The step-by-step process is explained in more detail in the Planning Commission staff report (Attachment J). Based on discussions between City and County staff, a tax exchange agreement was finalized to allocate property tax revenues for the unincorporated land to be annexed into the City. Under the agreement, the City would receive a percentage of property taxes generated by existing and future development on the subject site, consistent with existing tax rates in the vicinity. At this time, the City Council may review the Planning Commission's recommendation on the project entitlements and consider adoption the property tax exchange negotiated with the County. If the City Council approves the project entitlements and the City and County adopt the property tax exchange, LAFCO will review the proposed annexation within 90 days. If the annexation is approved by LAFCO, a certificate of completion will be issued, which would make the annexation effective 30 days after approval.

State law requires that a proposed annexation to a city must be consistent with the General Plan and the prezoning set by the city. The proposed project meets Policy LU-1.1 of the General Plan, which promotes cooperation with appropriate agencies to assure a coordinated land use pattern in Menlo Park and the surrounding area. The proposed project has been developed with input from relevant agencies including LAFCO, San Mateo County and the California Water Service. The project is located within an existing urbanized area in the city's sphere of influence (SOI) and the proposed annexation would simplify jurisdictional and administrative boundaries as described in the Planning Boundaries section of the General Plan Land Use Element. In addition, the General Plan identifies the area in the vicinity of the project as an employment center for the city, and the existing and proposed uses on the site would be compatible with this designation.

Site location

The project site consists of one 15.8-acre legal parcel (five assessor's parcels) addressed 2111-2121 Sand Hill Road and located primarily in unincorporated San Mateo County. The project also includes an unincorporated section of Sand Hill Road as well as an unincorporated portion of the intersection of Sand Hill Road and Santa Cruz Avenue at the northeast edge of the site. A location map is included as Attachment K, and an annexation boundary map is included as Attachment L.

The eastern portion of the project site contains the Meyer-Buck House, which serves as the Stanford University provost's residence, and two accessory buildings. The east-central portion of the project site contains a two-story office building that serves as the headquarters of the William and Flora Hewlett Foundation ("Hewlett Foundation"), a nonprofit private charitable organization. The Hewlett Foundation

currently leases approximately 7.1 acres of the site. The western half of the parcel is vacant, aside from a Pacific Gas and Electric Company (PG&E) valve station at the southwest corner of the lot. In addition, a 0.9-acre PG&E easement runs along the southern boundary of the parcel. The easement is located within the City of Menlo Park boundary and is zoned R-1-S.

Housing Commission recommendation

The BMR housing proposal was reviewed by the Housing Commission at its meeting February 1, 2017. The Housing Commission unanimously recommended approval for the provision of two off-site BMR units to be included in the Middle Plaza at 500 El Camino Real project, in addition to any BMR units or in lieu fees required as part of that project. The Middle Plaza at 500 El Camino Real project is a separate mixed-use development proposed by Stanford, and is currently under review. If the 500 El Camino Real project is not developed for any reason, the applicant would have the opportunity to partner with other developers to provide BMR units elsewhere in the city or pay an in lieu fee. The Housing Commission requested that the applicant return to provide a project status update to the Housing Commission within two years, which has been incorporated as condition of approval 79.

Planning Commission recommendation

The proposed project was reviewed by the Planning Commission at its meeting June 19, 2017. At the meeting, the Planning Commission also heard comments from five members of the public, who expressed concerns regarding traffic, housing, construction noise and dust, privacy and the project design. The Planning Commission unanimously recommended approval of the project, with a request that the applicant develop a transportation demand management (TDM) program for the proposed building, which has been incorporated as condition 49.

Analysis

The project proposal requires the review and consideration of new land use entitlements and associated agreements. A discussion of the proposed project, as well as required land use entitlements and agreements, is provided in the following sections.

Project description

Stanford is proposing to prezone the unincorporated portion of the project site R-1-S and C-1-C, and request annexation into the City of Menlo Park through the process described in the Background section of this report. A draft prezoning ordinance and map are included as Attachment C. The southern portion of the parcel containing the 0.9-acre, 35-foot wide PG&E easement would be rezoned from R-1-S to C-1-C to maintain consistency with the rest of the parcel. A draft rezoning ordinance and map are included as Attachment D.

In order to ensure consistency between the General Plan and prezoning for the project site, the applicant is requesting an amendment to establish the General Plan land use designations for the project. The R-1-S district's corresponding General Plan designation is Low Density Residential, and the C-1-C district's corresponding General Plan designation is Professional and Administrative Offices. For the portion of the parcel that would be rezoned, the applicant is requesting to change the General Plan land use designation from Low Density Residential to Professional and Administrative Offices. A draft General Plan amendment ordinance and map are included as Attachment E.

The applicant is also requesting to subdivide the parcel, maintaining the Meyer-Buck House on a 3.9-acre, R-1-S-zoned parcel at the eastern end of the project site, and creating an 11.9-acre, C-1-C-zoned parcel

containing the existing Hewlett Foundation office building and a vacant area on the western half of the site. State law outlines five factors that the City Council may consider in reviewing the request for minor subdivisions, which are detailed in the Planning Commission staff report (Attachment J).

In addition, the applicant is concurrently requesting a use permit and architectural control to construct a new two-story office building on the undeveloped western portion of the property if the annexation and related project entitlements are approved. The proposed office building draws many references from the existing Hewlett Foundation building in terms of architectural character and building materials. The proposed building would be approximately 39,800 square feet of gross floor area (GFA) in size, with 159 parking spaces provided between two levels of below-grade parking and a small surface parking lot. The project would provide bicycle parking in both short-term and long-term configurations. In terms of pedestrian improvements, western and southern crosswalks would be added to provide full pedestrian access across the Sand Hill Road and Sharon Park Drive intersection. A draft resolution approving the use permit, architectural control, and tentative map is included as Attachment F.

No changes are proposed to the Meyer-Buck House or Hewlett Foundation buildings. The existing buildings on the site would be considered existing legal structures, and would be treated equivalent to having received appropriate approvals from the City of Menlo Park. Any changes proposed for the existing buildings or sites in the future would be required to comply with the regulations of the proposed zoning districts and all other applicable City requirements in effect at that time.

The total square footage of the existing and proposed office buildings on the proposed C-1-C-zoned parcel would be 87,774 square feet of GFA, or a floor area ratio (FAR) of 18.5 percent, below the maximum 25 percent FAR permitted for a C-1-C-zoned property. The maximum building coverage of both office buildings on the site would be 10.2 percent, below the maximum 20 percent building coverage permitted in the C-1-C zoning district. The proposed office building would comply with all other development regulations in the C-1-C zoning district, including the required setbacks and maximum building height. Project plans are included as Attachment M and a project description letter is included as Attachment N.

Trees and landscaping

The applicant has submitted an arborist report prepared by HortScience, Inc. (Attachment O), evaluating 90 trees on and near the subject property, including 44 heritage trees. In an effort to retain existing screening vegetation on the site and preserve as many trees as possible, the applicant reduced the requested number of heritage tree removals from 11 to six, as shown in the Tree Disposition Notes and Table included in the plan set (sheet C-3.3). A summary table of the characteristics of heritage trees requested for removal is contained in Attachment P.

The City Arborist has recommended tentative approval to remove trees #53 and #54. Because the trees are located within the public right of way, the City Arborist is recommending condition of approval 42, which would require replacement of the trees with a 24-inch box container specimen within the right of way on Sand Hill Road using the City-approved street tree list for species selection. The City Arborist has recommended that design alternatives for the proposed driveway be explored to retain trees #93 and #97, or that the trees be transplanted elsewhere on the site, as proposed in condition of approval 43. Finally, the City Arborist has recommended tentative approval to remove trees #96 and #101 due to their poor condition.

The applicant is proposing eight heritage tree replacements, which could provide additional screening for adjacent residences over time. The project also complies with the C-1-C zoning requirement that a minimum of 30 percent of the building site be occupied by landscaping, such as trees, shrubs, ornamental

grasses and other vegetation.

Correspondence

Staff received 11 items of correspondence regarding the project since the Planning Commission public hearing was scheduled (Attachment Q). The correspondence states concerns that the project will create additional traffic and exacerbate safety issues on Alpine Road related to conflicting speed limit signs posted by the city and county, as well as use of the Meyer-Buck House driveway entrance off Alpine Road to perform illegal U-turns. The correspondence also indicates safety concerns regarding pedestrians and cyclists sharing the multiuse path east of Santa Cruz Avenue and Alpine Road in the vicinity of Junipero Serra Boulevard.

Conclusion

The proposed project is located within an existing urbanized area in the city's sphere of influence, and the proposed prezoning would simplify jurisdictional and administrative boundaries in the vicinity of the project if annexation is granted by LAFCO. Staff believes that the proposed changes to the site's General Plan and zoning designations would also make the land uses consistent with the current and anticipated future uses of the site. The project would result in the construction of a new office building with architectural references to an existing office building to be located on the same parcel. The proposed office building would meet the zoning regulations of the C-1-C zoning district, including required 75-foot front and rear setbacks, and, in some respects, could be potentially less intense in form and density than other uses allowed under the existing San Mateo County zoning for the site, if it was subdivided. The site would be landscaped extensively and planted with approximately 91 trees, with consideration given to screening the proposed building from adjacent residential uses south of the project site.

Staff recommends that the City Council approve the prezoning, rezoning, General Plan amendment, tentative map, use permit, architectural control, tax exchange agreement, BMR housing agreement and heritage tree removal permits. Staff further recommends that the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project. Staff recommends that the City Council approve all of the actions outlined in Attachment A.

Impact on City Resources

The proposed project is located in an urbanized area with existing urban services and development patterns. The scope of the proposed annexation includes a small portion of Sand Hill Road and a portion of the intersection of Santa Cruz Avenue and Sand Hill Road, as shown in Attachment J. The City's Public Works Department has conducted an evaluation of the public right of way that would be incorporated into the City of Menlo Park and believe that no additional improvements or modifications would be necessary.

The proposed project would result in the construction of a new office building, which may create additional tax revenue for the city if the building is occupied by a for-profit business or corporation. The applicant has previously stated the intent for the building to be occupied by a for-profit business in the near term future. The existing residence and office building on the project site are owned by Stanford, and the Hewlett Foundation leases the existing office building as a nonprofit private organization, so no tax revenue from the existing occupants on the site could be expected.

A property tax exchange agreement has been negotiated with San Mateo County, which would result in the City receiving 10.5 percent of the property taxes generated on the site each year. While 10.5 percent is slightly lower than the citywide average across all areas (10.9 percent) and 1.1 percent lower than the

adjacent incorporated properties (11.6), the County maintained in its negotiations that a lower share of property tax to the City is justified considering significant County expenses planned for traffic improvements on Alpine Road. Based on the current conditions on the project site, the City would receive slightly less than $6,500 in property tax revenue annually in the near term. However, if the proposed office building is constructed on the annexed parcel, additional property tax revenue could be anticipated based on the value of the new development, as well as business license tax revenue, and potential sales tax revenue from new office workers spending in the area. For every $1 million in assessed value added by construction, the City will receive an additional $1,050 per year.

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of a Transportation Impact Fee (TIF). These required fees were established to account for projects' proportionate obligations.

Environmental Review

An Initial Study and Mitigated Negative Declaration, collectively referred to as the MND, were prepared and circulated for public review in compliance with CEQA. The public review period began April 3, 2017, and ended April 24, 2017. The MND was made available for review at the Planning Division office and library reference desk during business hours, as well as on the City's website (http://www.menlopark.org/DocumentCenter/View/13267). The members of the City Council also received a copy of the Notice of Availability at the beginning of the public review and comment period.

Staff received three items of correspondence regarding the MND from the San Mateo County Planning and Building Department, Stanford Hills Home Owners Association and unincorporated San Mateo County resident Janet Davis, which are included as Attachment R. The correspondence covers the following general concerns:

- Requests from San Mateo County to expand the scope of the annexation to include unincorporated parcels located across Sand Hill Road at 2108 and 2128 Sand Hill Road; to consider adjusting the MND trip generation rates upward and use an alternative trip distribution; and to condition the project to require construction related equipment to use Sand Hill Road in lieu of Alpine Road, and require the project to physically prevent illegal left turns off northbound Alpine Road into the Meyer-Buck House estate;
- Concerns from the Sand Hill Home Owners Association about a lack of proposed landscaping along the rear setback of the proposed office building project; a request to move the proposed building closer to Sand Hill Road, which would require a variance; concerns regarding construction and permanent increased noise levels related to the proposed building; lighting and privacy concerns related to the proposed building; concerns regarding increased traffic associated with the project; and concerns related to a proposed mechanical equipment penthouse at the top of the building, which has been removed in the most recent plans for the project;
- Concerns from Janet Davis, a resident of unincorporated San Mateo County, regarding the cumulative impacts of Stanford projects on the Peninsula related to traffic and housing; claims that the applicant is seeking annexation to avoid the terms of a use permit previously granted by San Mateo County; concerns regarding increased traffic potential on Sand Hill Road and Alpine Road; and suggested mitigations primarily related to traffic and housing.

Staff discussed the potential expansion of the annexation boundary with the applicant and LAFCO staff. However, due to uncertainty regarding additional property owners' willingness to be voluntary annexed into

the City, as well as applicant concerns about revising the project at such a late stage, the applicant has requested that the annexation boundary remain as originally proposed, subject to LAFCO review and approval.

The C-1-C zoning regulations proposed for the new office building include some of the largest required setbacks in the City's Zoning Ordinance. The applicant has ensured that the 75-foot front and rear setbacks would be met by the proposed development without any variance requests. The applicant has also proposed a number of new trees and screening plants on the property, with special attention given to the rear of the site, where no fewer than 27 new giant sequoias would be planted. The planting of these trees has been included as condition of approval 44. Furthermore, a lighting plan would be required with a building permit for the proposed office building (condition of approval 41), providing the location, architectural details, and specifications for all exterior lighting, as well as a photometric study to minimize glare and spillover onto adjacent properties.

A construction noise plan would be required to reduce construction noise levels emanating from the site and minimize disruption to existing noise-sensitive receptors in the project vicinity, as required by condition of approval 41. An acoustical consultant will review mechanical noise for the proposed building and determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Mechanical equipment will be selected to reduce impacts on surrounding uses to meet the City's noise level requirements (condition of approval 50).

The MND utilizes trip generation rates based on local data collected from office buildings with similar GFA in Menlo Park, including an existing office building on Sand Hill Road. These rates are based on observed characteristics within the community and may more accurately represent anticipated trip generation rates for the project than the standard Institute of Transportation Engineers (ITE) rates. The trip distribution used for the MND is consistent with transportation impact analyses completed for other projects in Menlo Park. In addition, the applicant will submit plans to develop signalized pedestrian crossings across the west and south legs of the Sharon Park Drive/Sand Hill Road intersection (condition 33). The applicant will also install bike racks and shower/changing rooms as part of the project. These measures may encourage more pedestrian and bicycle trips to and from the project site versus vehicular trips. The MND finds that there are no potentially significant transportation/traffic impacts related to the proposed project.

According to the analysis in the Initial Study, the project would result in potentially significant impacts related to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and noise and vibration. These impacts are expected to be mitigated to a less-than-significant level through implementation of mitigation measures identified in the Initial Study and MND. The mitigation measures have been incorporated into a Mitigation Monitoring and Reporting Program (MMRP) for the project, included in Attachment B.

Public Notice

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

Attachments

A. Findings and Recommended Actions for Approval
B. Draft Resolution Adopting Findings Required by the California Environmental Quality Act
C. Draft Ordinance Approving the Prezoning
D. Draft Ordinance Approving the Rezoning
E. Draft Resolution Amending the General Plan to Change the Land Use Designation
F. Draft Resolution Approving the Use Permit, Architectural Control and Tentative Map
G. Draft Resolution Approving the Tax Exchange Agreement
H. Draft Resolution Approving the BMR Agreement
I. Draft Resolution Approving the Heritage Tree Removal Permits
J. Planning Commission Staff Report
K. Location Map
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O. Arborist Report
P. Requested Heritage Tree Removal Summary Table
Q. Correspondence (Non MND Comments)
R. MND Comments
S. Hyperlink: 2131 Sand Hill Road MND - http://www.menlopark.org/DocumentCenter/View/13267

Disclaimer

Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps, drawings and exhibits are available for public viewing at the Community Development Department.

Exhibits to Be Provided at Meeting

- Color and Materials Boards

Report prepared by:
Tom Smith, Associate Planner

Report reviewed by:
Mark Muenzer, Assistant Community Development Director

DRAFT – July 18, 2017

FINDINGS AND RECOMMENDED ACTIONS FOR APPROVAL

2111-2121 Sand Hill Road Project

The Planning Commission recommends that the City Council take the following actions:

Environmental Review

1. Make the following findings relative to the environmental review of the proposal and adopt the Mitigated Negative Declaration:

   a. A Mitigated Negative Declaration has been prepared and circulated for public review in accordance with current State CEQA Guidelines;

   b. The City Council has considered the Mitigated Negative Declaration prepared for the proposal and any comments received during the public review period; and

   c. Based on the Initial Study prepared for the Mitigated Negative Declaration and any comments received on the document, there is no substantial evidence that the proposed project will have a significant effect on the environment.

2. Adopt a Resolution Adopting a Mitigated Negative Declaration and Adopting a Mitigation Monitoring and Reporting Program for the Properties Located at 2111 and 2121 Sand Hill Road (Attachment B)

Prezoning

3. Introduce an Ordinance of the City of Menlo Park, Prezoning All That Certain Parcel of Land Being the Whole of the Parcel at 2111 and 2121 Sand Hill Road and Additional Land, Situated in the County of San Mateo, State of California, and More Particularly Described in Exhibit A (Attachment C)

Rezoning

4. Introduce an Ordinance of the City of Menlo Park, Rezoning Property with Assessor's Parcel Numbers 074-331-210 and 074-321-110 (Attachment D)

General Plan Map Amendments

5. Adopt a Resolution Amending the General Plan to Establish and Modify Land Use Designations for Properties Located at 2111 and 2121 Sand Hill Road (Attachment E)

Tentative Map

6. Make findings that the proposed tentative map is technically correct and in compliance with all applicable State regulations, City General Plan, Zoning and Subdivision Ordinances, and the State Subdivision Map Act (Attachment F).

Use Permit

7. Make findings, as per Section 16.82.030 of the Zoning Ordinance pertaining to the granting of use permits, that the proposed use will not be detrimental to the health, safety, morals, comfort and general welfare of the persons residing or working in the neighborhood of such proposed use, and will not be detrimental to property and improvements in the neighborhood or the general welfare of the City.

8. Approve the Use Permit for construction of a new office building in the C-1-C zoning district (Attachment F).

Architectural Control

9. Adopt the following findings, as per Section 16.68.020 of the Zoning Ordinance, pertaining to architectural control approval:

    a. The general appearance of the structures is in keeping with the character of the neighborhood;

    b. The development will not be detrimental to the harmonious and orderly growth of the City;

    c. The development will not impair the desirability of investment or occupation in the neighborhood;

    d. The development provides adequate parking as required in all applicable City Ordinances and has made adequate provisions for access to such parking; and

    e. The proposed project is not within any Specific Plan area, and as such no finding regarding consistency is required to be made.

10. Approve the proposed design of the new building and site improvements (Attachment F).

Tax Exchange Agreement

11. Adopt a Resolution Making a Determination of Property Tax Exchange Pursuant to Provisions of Chapter 282, Section 59, Part .05, Implementation of Article XIIIA of the California Constitution Commencing with Section 95, Division 1, of the Revenue and Taxation Code (Attachment G)

Below Market Rate Housing

12. Adopt a Resolution Approving a Below Market Rate Housing Agreement with Leland Stanford Junior University for the Project at 2111 and 2121 Sand Hill Road (Attachment H)

Heritage Tree Removal Permits

13. Adopt a Resolution Approving Heritage Tree Removal Permits for the Properties Located at 2111 and 2121 Sand Hill Road (Attachment I).

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DRAFT – August 22, 2017

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK ADOPTING A MITIGATED NEGATIVE DECLARATION AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM FOR THE PROPERTIES LOCATED AT 2111 AND 2121 SAND HILL ROAD

WHEREAS, Leland Stanford Junior University ("Project Sponsor") submitted an application to prezone and rezone properties located at 2111 and 2121 Sand Hill Road and construct a new office building and associated site improvements at 2121 Sand Hill Road in the City of Menlo Park ("City"); and

WHEREAS, an Initial Study and Mitigated Negative Declaration (collectively "Mitigated Negative Declaration") were prepared based on substantial evidence analyzing the potential environmental impacts of the Project; and

WHEREAS, a Notice of Completion was filed with the State Clearinghouse on April 3, 2017; and

WHEREAS, the Mitigated Negative Declaration was released for public comment beginning April 3, 2017 and ending April 24, 2017; and

WHEREAS, the Planning Commission held a duly noticed public hearing on June 19, 2017 to review and consider the Mitigated Negative Declaration and the Project, at which all interested persons had the opportunity to appear and comment, and the Planning Commission voted affirmatively to recommend adoption of the Mitigated Negative Declaration and adoption of the Mitigation Monitoring and Reporting Program; and

WHEREAS, the City Council held a duly noticed public hearing on ____, 2017 to review and consider the Mitigated Negative Declaration and the Project, at which all interested persons had the opportunity to appear and comment; and

WHEREAS, the Mitigated Negative Declaration, public comments, and all other materials which constitute the record of proceedings upon which the City Council's decision is based are on file with the City Clerk, Menlo Park City Hall, 701 Laurel Street; and

WHEREAS, the City Council finds that the Mitigated Negative Declaration is complete and adequate pursuant to the California Environmental Quality Act, and that the City Council has considered and reviewed all information contained in it; and

WHEREAS, the City Council finds on the basis of the whole record before it that there is no substantial evidence that the Project will have a significant effect on the environment and that the Mitigated Negative Declaration reflects the City's independent judgment and analysis.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby adopts the Mitigated Negative Declaration and adopts the Mitigation Monitoring and Reporting Program for the Project, attached hereto as Exhibit A.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the ___ day of _____, 2017, by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHERE OF, I have hereunto set my hand and affixed the Official Seal of said City on this ___ day of _____, 2017.

ATTEST:

_____
Clay Curtin, Interim City Clerk

Exhibit A

MITIGATION AND MONITORING PROGRAM

2111-2121 SAND HILL ROAD – ANNEXATION

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
Air Quality						
MM AIR-1.1: Measures to Control Dust Emissions: The contractor shall implement the following Best Management Practices that are required of all projects: • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day. • All haul trucks transporting soil, sand, or other loose material off-site shall be covered. • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads shall be limited to 15 miles per hour. • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used. • Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes. Clear signage shall be provided for construction workers at all access points. • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning, Building, and Engineering Divisions	Plan review and approval	Once for the preparation of the technical assessment	Initials:_____ Date:_____

MITGATION MONITORING OR REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
certified mechanic and determined to be running in proper condition prior to operation. • Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.						
MM AIR-2.1: Selection of Construction Equipment: The project shall develop a plan demonstrating that the off-road equipment used on-site to construct the project would achieve a fleet-wide average 85 percent reduction in $PM_{2.5}$ exhaust emissions or more. Such equipment selection would include the following requirements: • All mobile diesel-powered off-road equipment larger than 25 horsepower and operated on the site for more than two days continuously shall, at a minimum, be equipped with California Air Resources Board-certified Level 3 Diesel Particulate Filters or meet U.S. Environmental Protection Agency particulate matter emissions standards for Tier 4 engines or equivalent, and/or • Use of alternatively-fueled equipment (e.g., Liquefied Petroleum Gas [LPG]-powered lifts), alternative fuels (e.g., biofuels), added exhaust devices, or a combination of measures listed above provided that these measures are approved by the City and demonstrated to reduce community risk impacts to a less than significant level.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning and Building Divisions	Plan review and approval	Prior to approval and during scheduled site visits	Initials:_____ Date:_____

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
• Measures to be used shall be approved by the City of Menlo Park Community Development Department prior to issuance of grading permits, and demonstrated to reduce community risk impacts to less than significant.						
Biological Resources						
MM BIO-1.1: Worker Environmental Awareness Training: Prior to any construction activities, an approved biologist will conduct a training session for all construction personnel. At a minimum, the training will include descriptions of Nuttall's woodpecker, its habitat, importance of the species, and the limits of work boundaries associated with the project.	Project applicant	During the building permit and site development review process and prior to permit issuance	A qualified biologist approved by the City of Menlo Park Planning Division	Plan review and approval	Once for the selection of the approved biologist and scheduling of training	Initials:_____ Date:_____
MM BIO-1.2: Nesting Bird Avoidance: To the greatest extent feasible, vegetation removal and construction activities shall be completed between September 1 and February 14, to avoid the general nesting period for birds.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning Division	Plan review and approval	Prior to approval and during scheduled site visits	Initials:_____ Date:_____
MM BIO-1.3: Preconstruction Survey: A preconstruction nesting bird survey shall be completed by a qualified biologist prior to vegetation removal or any construction-related activity (including site preparation) that occurs during the nesting season (February 15 through August 31) in order to determine if nesting birds and their territories are located within 500 feet of the project site. If no special status bird nests are identified with 500 feet during the preconstruction survey, construction-related activities will be allowed to proceed.	Project applicant	During the building permit and site development review process and prior to permit issuance	A qualified biologist approved by the City of Menlo Park Planning Division	Plan review and approval	Once for the preparation of a biological assessment and again, if determined further assessment is required as specified in this mitigation measure	Initials:_____ Date:_____
MM BIO-1.4: Buffer Zone: If active nests are observed during the preconstruction survey, the project applicant, in coordination with City staff as appropriate, shall establish no-disturbance buffer zones around the nests, with the size to be	Project applicant	During the building permit and site development review process and	A qualified biologist approved by the City of Menlo	Plan review and approval	Once for the preparation of a biological assessment and	Initials:_____ Date:_____

MITGATION MONITORING OR REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
determined in consultation with California Department of Fish and Wildlife (usually 100 feet for perching birds and 300 feet for raptors). The no-disturbance buffer will remain in place until the biologist determines that the nest is no longer active or the nesting season ends.		prior to permit issuance	Park Planning Division		again, if determined further assessment is required as specified in this mitigation measure	
MM BIO-2.1: Tree Replacement: The applicant shall offset the loss of trees by planting replacement trees at the project site. Two replacement trees per Heritage tree, and one replacement tree per non-Heritage tree, shall be planted, for a total of 25 replacement trees. If additional trees are removed due to project impacts, replacement trees will be required at the same ratios.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning Division and City Arborist	Plan review and approval	Once at the time of plan review and approval	Initials:_____ Date:_____
MM BIO-2.2: Tree Preservation Measures: All existing on-site trees to remain shall be trimmed and fertilized by a licensed arborist prior to commencement of grading or demolition operations.	Project applicant	During the building permit and site development review process and prior to permit issuance	A licensed arborist approved by the City of Menlo Park Planning Division	Plan review and approval	Once prior to commencement of grading or demolition	Initials:_____ Date:_____
MM BIO-2.3: Tree Protection Measures: A Tree Protection Zone of at least ten feet shall be established around each tree to be preserved. No grading, excavation, construction, or storage of materials shall occur within that zone.	Project applicant	During the building permit and site development review process and prior to permit issuance	A licensed arborist approved by the City of Menlo Park Planning Division	Plan review and approval	Once prior to commencement of grading or demolition	Initials:_____ Date:_____
Cultural Resources						

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
MM CUL-1.1: Discovery of Cultural Materials: If prehistoric or historic-period cultural materials are unearthed during ground-disturbing activities, all work within 50 feet of the find shall halt and the City must be notified. A qualified archaeologist and Native American representative shall inspect and evaluate the findings within 24 hours of discovery. Prehistorical material might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or tool-making debris; culturally darkened soil ("midden") containing heat-affected rocks and artifacts; stone milling equipment (e.g., mortars, pestles, handstones, milling slabs); and battered-stone tools such as hammerstones and pitted stones. If the find is determined to be potentially significant, the archaeologist, in consultation with the Native American representative, shall develop a treatment plan that could include site avoidance, capping, or data recovery.	Project applicant	During construction	Qualified archeologist approved by the City of Menlo Park Planning Division	Plan review and approval	Once at time of preliminary assessment and again, if determined further assessment is required as specified in this mitigation measure	Initials:_____ Date:_____
MM CUL-2.1: Discovery of Paleontological Resources: In the event that a fossil is discovered during construction of the project, all work on the site will stop immediately until a qualified professional paleontologist can assess the nature and importance of the find and recommend appropriate treatment. The City shall be notified if any fossils are discovered. Treatment may include preparation and recovery of fossil material so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The project proponent shall be responsible for implementing the recommendations of the paleontologist.	Project applicant	During construction	Qualified archeologist approved by the City of Menlo Park Planning Division	Plan review and approval	Once at time of preliminary assessment and again, if determined further assessment is required as specified in this mitigation measure	Initials:_____ Date:_____
MM CUL-3.1: Discovery of Human Remains: In the event of the discovery of human remains during construction, there shall be no further excavation or disturbance of the site within a 50-foot radius of the location of such discovery, or any nearby area reasonably suspected to overlie adjacent remains. The San Mateo County Coroner shall be notified immediately and shall	Project applicant	During construction	Qualified archeologist approved by the City of Menlo Park Planning Division	Plan review and approval	Once at time of preliminary assessment and again, if determined further	Initials:_____ Date:_____

MITGATION MONITORING OR REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
then determine whether the remains are Native American. If the Coroner determines that the remains are Native American, he/she shall within 24 hours notify the Native American Heritage Commission (NAHC), who will notify the person the NAHC identifies as the Most Likely Descendant (MLD) of the deceased Native American. If the MLD does not make recommendations regarding the disposal of the remains within 48 hours, the owner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance.					assessment is required as specified in this mitigation measure	
Geology and Soils						
MM GEO-1.1: Engineering Measures: To reduce the potential for damage to the planned at-grade structures, footings shall extend below the zone of seasonal moisture fluctuation. In addition, moisture changes shall be limited by using positive drainage away from the building as well as limiting landscaping watering. If the expansive clay layer is encountered beneath concrete flatwork, pavements, or pavers, the non-expansive fill layer shall be increased.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Building Division	Plan review and approval	Once at time of preliminary assessment and again, if determined further assessment is required as specified in this mitigation measure	Initials:_____ Date:_____
MM GEO-1.2: Construction Moisture Conditioning: To minimize soil volume changes, the contractor shall keep all exposed expansive soil subgrade (and also trench excavation side walls) moist until protected by overlying improvements (or trenches are backfilled). If expansive soils are allowed to dry out significantly, reconditioning may require several days of re-wetting, or deep scarification, moisture conditioning, and re-compaction.	Project applicant	During construction	City of Menlo Park Building Division	Scheduled site visits and inspections	Once at time of preliminary assessment and again, if determined further assessment is required as specified in this mitigation measure	Initials:_____ Date:_____

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
Hazards and Hazardous Materials						
MM HAZ-1.1: Soil and Groundwater Sampling: Prior to issuance of a grading permit, the project shall complete focused sampling and analysis under the oversight of the San Mateo County Health System, or other appropriate oversight agency, in accordance with a Work Plan prepared by a qualified professional and approved by the oversight agency. The Work Plan shall be approved prior to site clearing or excavation and include appropriate risk-based screening levels for comparison of the sampling results.	Project applicant	During the building permit and site development review process and prior to permit issuance	The appropriate "Oversight Agency" designated by the City of Menlo Park Planning Division	Plan review and approval	Prior to construction and during regularly scheduled site inspections	Initials:_____ Date:_____
MM HAZ-1.2: Hazardous Materials Disposal: If evidence of a hazardous material is discovered during construction (or pre-construction soil testing), work will be stopped in the immediate area and soil samples will be collected and analyzed by a qualified environmental professional to determine the type and extent of release and potential health effects to construction workers. The analytical results will be compared against applicable hazardous waste criteria, and if necessary, the investigation will provide recommendations regarding management and disposal of affected soil (and groundwater). Any contaminated soil and/or groundwater found in concentrations above developed thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. Special health and safety measures and/or soil management procedures may also be required during project construction.	Project applicant	During the building permit and site development review process and prior to permit issuance	Licensed environmental professional in accordance with RWQCB, DTSC, and SMCEHD approved by the City of Menlo Park Planning Division	Plan review and approval	Prior to construction and during regularly scheduled site inspections	Initials:_____ Date:_____
MM HAZ-1.3: Soil Characterization: Soil materials removed from the site shall be characterized and disposed of according to the California Hazardous Waste Regulations. Contaminated soil that exceeds regulatory thresholds shall be handled by trained personnel using appropriate protective equipment and	Project applicant	During grading and construction	The appropriate "Oversight Agency" designated by the City of Menlo	Plan review and approval	Prior to construction and during regularly scheduled site inspections	Initials:_____ Date:_____

MITGATION MONITORING OR REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
engineering and dust controls, in accordance with local, State and federal laws. Any contaminated soils that are removed from the site shall be disposed of at a licensed hazardous materials disposal site.			Park Planning Division			
MM HAZ-1.4: Hazardous Materials Cleanup: If detected at levels that exceed regulatory thresholds, the extent of contamination shall be identified, and recommendations for a Health and Safety Plan, Soil Management Plan, and methods for cleanup shall be implemented, as applicable. This work shall be performed under the oversight of a regulatory agency, such as the San Mateo County Health System, Regional Water Quality Control Board, or the Department of Toxic Substances Control, with copies of all documentation provided to the City of Menlo Park**.**	Project applicant	During grading and construction	The appropriate "Oversight Agency" designated by the City of Menlo Park Planning Division	Plan review and approval	Prior to construction and during regularly scheduled site inspections	Initials:_____ Date:_____
Hydrology and Water Quality						
MM HYD-1.1: State of California Construction General Permit: A Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) shall be prepared for construction projects disturbing one acre or more of land. Proof of coverage under the Construction General Permit (CGP) shall be attached to the building plans.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning, Building, and Engineering Divisions	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____
MM HYD-1.2: Best Management Practices: The project will implement Best Management Practices (BMPs) to control the discharge of stormwater pollutants including sediments associated with construction activities in accordance with the SWPPP and National Pollutant Discharge Elimination System (NPDES) requirements. The project shall prepare an Erosion Control Plan to the satisfaction of the City of Menlo Park Public Works Department. The Erosion Control Plan may include but is not limited to BMPs specified in the Manual of Standards Erosion	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning, Building, and Engineering Divisions	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
and Sediment Control. The project shall implement the following erosion and sediment control measures where appropriate: • Control and prevent the discharge of all potential pollutants and non-stormwater discharges to storm drains and watercourses; • Store, handle, and dispose of construction materials/wastes properly to prevent contact with stormwater; • Avoid cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated; • Train and provide BMP instruction to all employees and subcontractors; • Protect all storm drain inlets in the vicinity of the site using sediment controls such as berms, fiber rolls, or filters; • Limit construction access routes and stabilize designated access points; • Delineate with field marker clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses; • Complete clearing and earth moving activities only during dry weather; • Use sediment controls or filtration to remove sediment when dewatering and obtain all necessary permits; • Trap sediment on-site using sediment basins or traps, earthen dikes or berms, silt fences, check dams, soil blankets or mats, covers for soil stockpiles, etc.; • Divert on-site runoff around exposed areas; divert off-site runoff around the site using swales and dikes; and • Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.						

MITGATION MONITORING OR REPORTING PROGRAM

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Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
MM HYD-1.3: Outdoor Storage Areas (Including Garbage Enclosures): Outdoor storage areas (for storage of equipment or materials which could decompose, disintegrate, leak, or otherwise contaminate stormwater runoff), including garbage enclosures, shall be designed to prevent the run-on of stormwater and runoff of spills by all of the following: • Paving the area with concrete or other non-permeable surface; • Covering the area; and • Sloping the area inward (negative slope) or installing a berm or curb around its perimeter. There shall be no storm drains in outdoor storage areas.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning, Building, and Engineering Divisions	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____
MM HYD-2.1: Municipal Regional Permit: The project shall comply with the requirements of the Municipal Regional Permit (MRP), as well as other local, state, and federal requirements. The project shall comply with provision C.3 of the MRP, which provides performance standards for the management of stormwater for new development, and any new requirements.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Engineering Division	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____
MM HYD-2.2: Landscape Design: For non-residential buildings, landscape design shall minimize runoff and promote surface filtration. Examples include: • No steep slopes exceeding 10 percent; • Using mulches in planter areas without ground cover to avoid sedimentation runoff; • Installing plants with low water requirements; and • Installing appropriate plants for the location in accordance with appropriate climate zones.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Planning and Engineering Divisions	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
MM HYD-2.3: Efficient Irrigation: For residential and non-residential buildings, common areas shall employ efficient irrigation to avoid excess irrigation runoff. Examples include: • Setting irrigation timers to avoid runoff by splitting irrigations into several short cycles; • Employing multi-programmable irrigation controllers; • Employing rain shutoff devices to prevent irrigation after significant precipitation; • Use of drip irrigations for all planter areas which have a shrub density that will cause excessive spray interference of an overhead system; and • Use of flow reducers to mitigate broken heads next to sidewalks, streets, and driveways.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Engineering Division	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____
MM HYD-2.4: Stormwater Treatment: Stormwater runoff shall be directed to approved permanent treatment controls as described in the San Mateo County "C.3 Stormwater Technical Guidance." The County's guidelines also describe the requirement to select Low Impact Development (LID) types of stormwater controls and the types of projects that are exempt from this requirement. LID treatment measures include rainwater harvesting, infiltration, evapotranspiration, and biotreatment. Biotreatment is allowed only if it is infeasible to treat the specified amount of runoff with rainwater harvesting, infiltration, and evapotranspiration.	Project applicant	During the building permit and site development review process and prior to permit issuance	City of Menlo Park Engineering Division	Plan review and approval	Once for the preparation of the plans	Initials:_____ Date:_____
Noise and Vibration						
MM NOI-1.1: Mechanical Equipment Selection: A qualified acoustical consultant shall review final site plans, building elevations, and floor plans prior to issuance of building permits to	Project applicant	During the building permit and site development review process and	City of Menlo Park Planning Division	Plan review and approval	Once prior to plan review and approval	Initials:_____ Date:_____

MITGATION MONITORING OR REPORTING PROGRAM

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
calculate expected interior noise levels as required by City policies and State noise regulations. Mechanical equipment shall be selected to reduce impacts on surrounding uses to meet the City's noise level requirements. The acoustical consultant shall review mechanical noise, as these systems are selected, to determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels and installation of noise barriers, such as enclosures and parapet walls, to block the line-of-sight between the noise source and the nearest receptors. Results of the acoustical consultant's analysis, including the description of the necessary noise control treatment, shall be submitted to the City along with the building plans and approved prior to issuance of any building permits.		prior to permit issuance				
MM NOI-2.1: Construction Work Hours: Reasonable regulation of the hours of construction, as well as regulation of the arrival and operation of heavy equipment and the delivery of construction materials, are necessary to protect the health and safety of persons, promote the general welfare of the community, and maintain quality of life. Construction activities will be completed in accordance with the provisions of the City's Municipal Code, which limits construction work to between the hours of 8:00 AM and 6:00 PM Monday through Friday and prohibits construction on weekends and holidays.	Project applicant	During construction	City of Menlo Park Planning Division	Plan review and approval	Once prior to plan review and approval, and during scheduled site visits	Initials:_____ Date:_____
MM NOI-2.2: Best Management Practices: The construction crew shall develop a construction noise plan to reduce construction noise levels emanating from the site and minimize disruption and annoyance at existing noise-sensitive receptors in the project vicinity. BMPs will include, but are not limited to, the following available controls:	Project applicant	Prior to the issuance of construction permits	City of Menlo Park Planning Division	Plan review and approval	Once for preparation of acoustical studies as outlined in the mitigation measure	Initials:_____ Date:_____

MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
• Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment from adjoining sensitive land uses. Temporary noise barrier fences would provide a five dBA noise reduction if the noise barrier interrupts the line-of-sight between the noise source and receptor and if the barrier is constructed in a manner that eliminates any cracks or gaps. • Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. • Unnecessary idling of internal combustion engines shall be strictly prohibited. • Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far from sensitive receptors as is feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate) shall be used. Any enclosure openings or venting shall face away from sensitive receptors. • Utilize "quiet" air compressors and other stationary noise sources where technology exists. • Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction. • Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from residential receptors. • Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site. • The contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land						

MITGATION MONITORING OR REPORTING PROGRAM

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Mitigation Measures	Party Responsible for Implementation	Implementation Trigger/Timing	Agency Responsible for Monitoring	Monitoring Action	Monitoring Frequency	Verified Implementation
uses so that construction activities can be scheduled to minimize noise disturbance. • Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.						

DRAFT – August 22, 2017

ORDINANCE NO. XXXX

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK PREZONING ALL THAT CERTAIN PARCEL OF LAND BEING THE WHOLE OF THE PARCEL AT 2111 AND 2121 SAND HILL ROAD AND ADDITIONAL LAND, SITUATED IN THE COUNTY OF SAN MATEO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED IN EXHIBIT A

The City Council of the City of Menlo Park does hereby ORDAIN as follows:

SECTION 1. The zoning map of the City of Menlo Park is hereby amended to prezone all that certain real property in the County of San Mateo and State of California, more particularly described and shown in Exhibit A, from County zoning R-1, S-9 and R-E, S-9 to City zoning R-1-S (Single Family Suburban Residential) and C-1-C (Administrative, Professional and Research District, Restrictive), respectively.

SECTION 2. A Mitigated Negative Declaration was prepared for the project and adopted by the City Council on _____, 2017 through Resolution No. ____, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines.

SECTION 3. No subsequent change shall be made to the General Plan for the annexed territory or zoning that is not in conformance to the prezoning designations for a period of two years after the completion of the annexation, unless the City Council makes a finding at a public hearing that a substantial change has occurred in circumstances that necessitate a departure from the prezoning in the application to the San Mateo County Local Agency Formation Commission.

SECTION 4. This Ordinance shall be published once within fifteen (15) days of its adoption in The Daily News, a newspaper of general circulation, printed, published and circulated in the City of Menlo Park, and shall become effective thirty (30) days from the date of adoption by the City Council or the effective date of LAFCO approval of the annexation, whichever date is later.

INTRODUCED on the _____ day of _____, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the _____ day of _____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Mayor

ATTEST:

_____
Clay Curtin, Interim City Clerk

Exhibit A

Prezoning – 2111 and 2121 Sand Hill Road Project

CITY OF MENLO PARK

2111-2121 Sand Hill Road
Prezoning

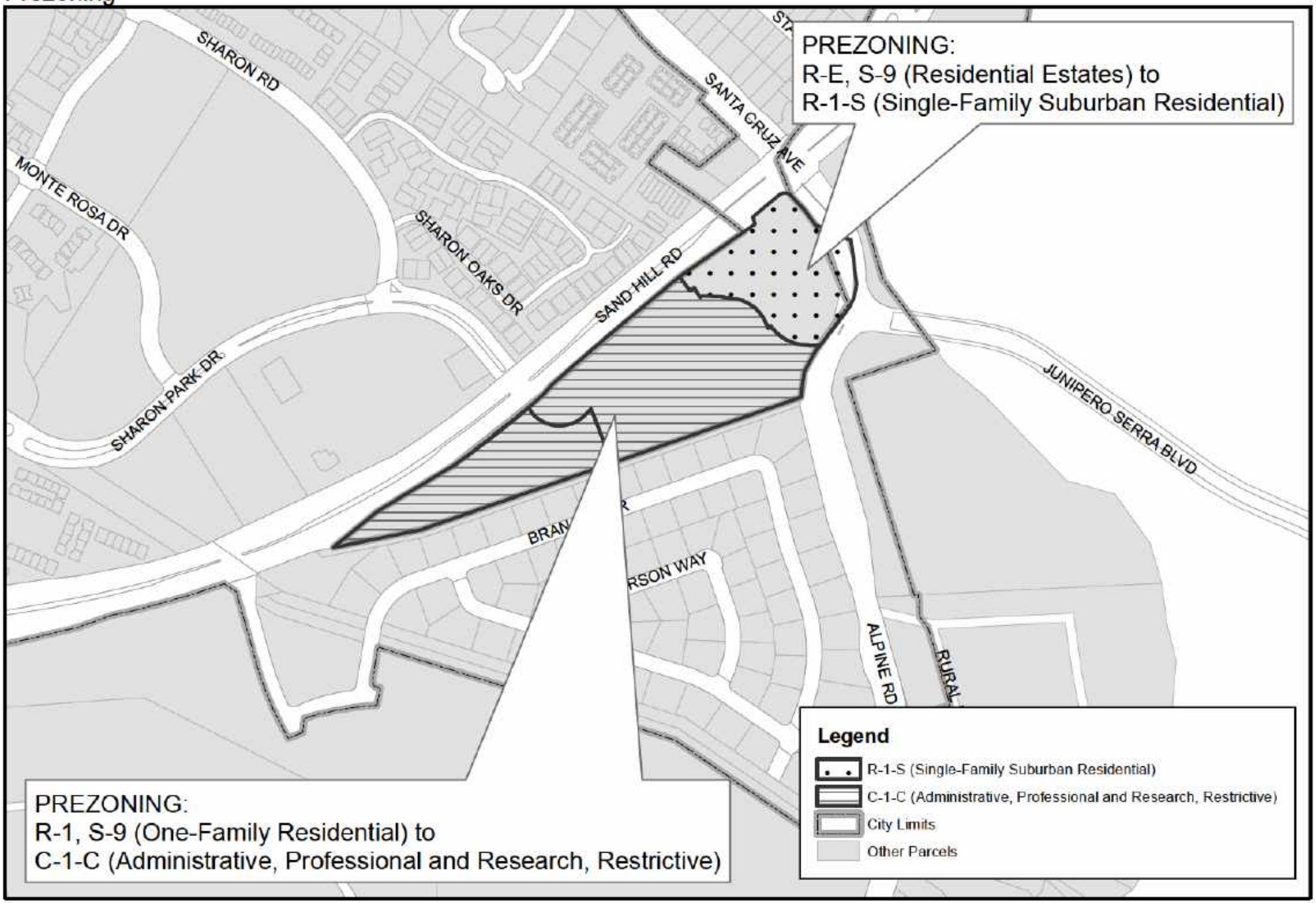


EXHIBIT "A"

ANNEXATION PARCEL
2131 SAND HILL ROAD
SAN MATEO COUNTY, CALIFORNIA

ALL THAT CERTAIN REAL PROPERTY IN THE COUNTY OF SAN MATEO AND STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST NORTHERLY CORNER OF LOT 15, AS SHOWN ON THE MAP OF STANFORD HILLS UNIT A INCREMENT 1, AS FILED APRIL 29, 1959, IN BOOK 51 OF MAPS, AT PAGES 20-21, SAN MATEO COUNTY RECORDS;

THENCE NORTH 13°10'18" WEST ALONG THE WESTERLY LINE OF ALPINE ROAD, A DISTANCE OF 25.14 FEET TO THE POINT OF BEGINNING, AT THE INTERSECTION WITH THE NORTHERLY LINE OF A 10 FOOT WIDE PACIFIC GAS AND ELECTRIC COMPANY EASEMENT 23486C, AS DESCRIBED IN BOOK 587 OF OFFICIAL RECORDS, AT PAGE 473;

THENCE SOUTH 70°51'49" WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 660.40 FEET;

THENCE SOUTH 70°47'14" WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 647.20 FEET;

THENCE SOUTH 78°43'38" WEST ALONG THE NORTHERLY LINE OF SAID EASEMENT, A DISTANCE OF 291.29 FEET;

THENCE NORTH 50°42'54" EAST A DISTANCE OF 1688.56 FEET;

THENCE NORTH 55°14'06" WEST A DISTANCE OF 103.50 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAND HILL ROAD;

THENCE NORTH 50°29'33" EAST ALONG THE NORTHWESTERLY LINE OF SAND HILL ROAD, A DISTANCE OF 207.68 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE, CONCAVE TO THE WEST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WITH RADIUS OF 20.00 FEET AND CENTRAL ANGLE OF 96°59'39", FOR AN ARC DISTANCE OF 33.86 FEET;

THENCE NORTH 55°02'58" EAST A DISTANCE OF 123.69 FEET TO A NON TANGENT INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE NORTH;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WHOSE CENTER BEARS NORTH 43°21'54" EAST FROM SAID POINT OF INTERSECTION, WITH RADIUS OF 15.00 FEET AND CENTRAL ANGLE OF 91° 31'14, FOR AN ARC DISTANCE OF 23.96 FEET;

THENCE SOUTH 35°09'26' WEST A DISTANCE OF 98.89 FEET;

THENCE SOUTH 21°48'02" EAST A DISTANCE OF 105.76 FEET;

THENCE SOUTH 37°06'06 EAST A DISTANCE OF 163.14 FEET;

THENCE SOUTH 66°07'11" EAST A DISTANCE OF 116.73 FEET;

THENCE SOUTH 07°12'30" EAST A DISTANCE OF 141.78 FEET A NON TANGENT INTERSECTION WITH THE ARC OF A CURVE, CONCAVE TO THE NORTHWEST;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, WHOSE CENTER BEARS NORTH 87°09'26" WEST FROM SAID POINT OF INTERSECTION, WITH RADIUS OF 172.26 FEET AND CENTRAL ANGLE OF 35°03'55", FOR AN ARC DISTANCE OF 105.42 FEET;

THENCE SOUTH 38°05'16" WEST A DISTANCE OF 156.81 FEET:

THENCE SOUTH 28°32'43' WEST A DISTANCE OF 79.11 FEET;

THENCE SOUTH 07°10'19" WEST A DISTANCE OF 85.77 FEET;

THENCE SOUTH 70°51'49" WEST A DISTANCE OF 9.76 FEET TO THE POINT OF BEGINNING.

CONTAINING 15.99 ACRES, MORE OR LESS.

JUNE 9, 2017

DRAFT – August 22, 2017

ORDINANCE NO. XXXX

AN ORDINANCE OF THE CITY OF MENLO PARK REZONING PROPERTY WITH ASSESSOR'S PARCEL NUMBERS 074-331-210 AND 074-321-110

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

SECTION 1. The zoning map of the City of Menlo Park is hereby amended such that certain real properties with Assessor's Parcel Numbers 074-331-210 and 074-321-110 are rezoned to the C-1-C (Administrative, Professional and Research, Restrictive) district as more particularly described and shown in Exhibit A.

SECTION 2. A Mitigated Negative Declaration was prepared for the project and adopted by the City Council on _____, 2017 through Resolution No. ____, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines.

SECTION 3. This ordinance shall become effective thirty (30) days from the date of adoption by the City Council or the effective date of LAFCO approval of the annexation, whichever date is later. 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 prepared by the City Attorney, 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 __ day of ____, 2017.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the __ day of ____, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

_____
Mayor

ATTEST:

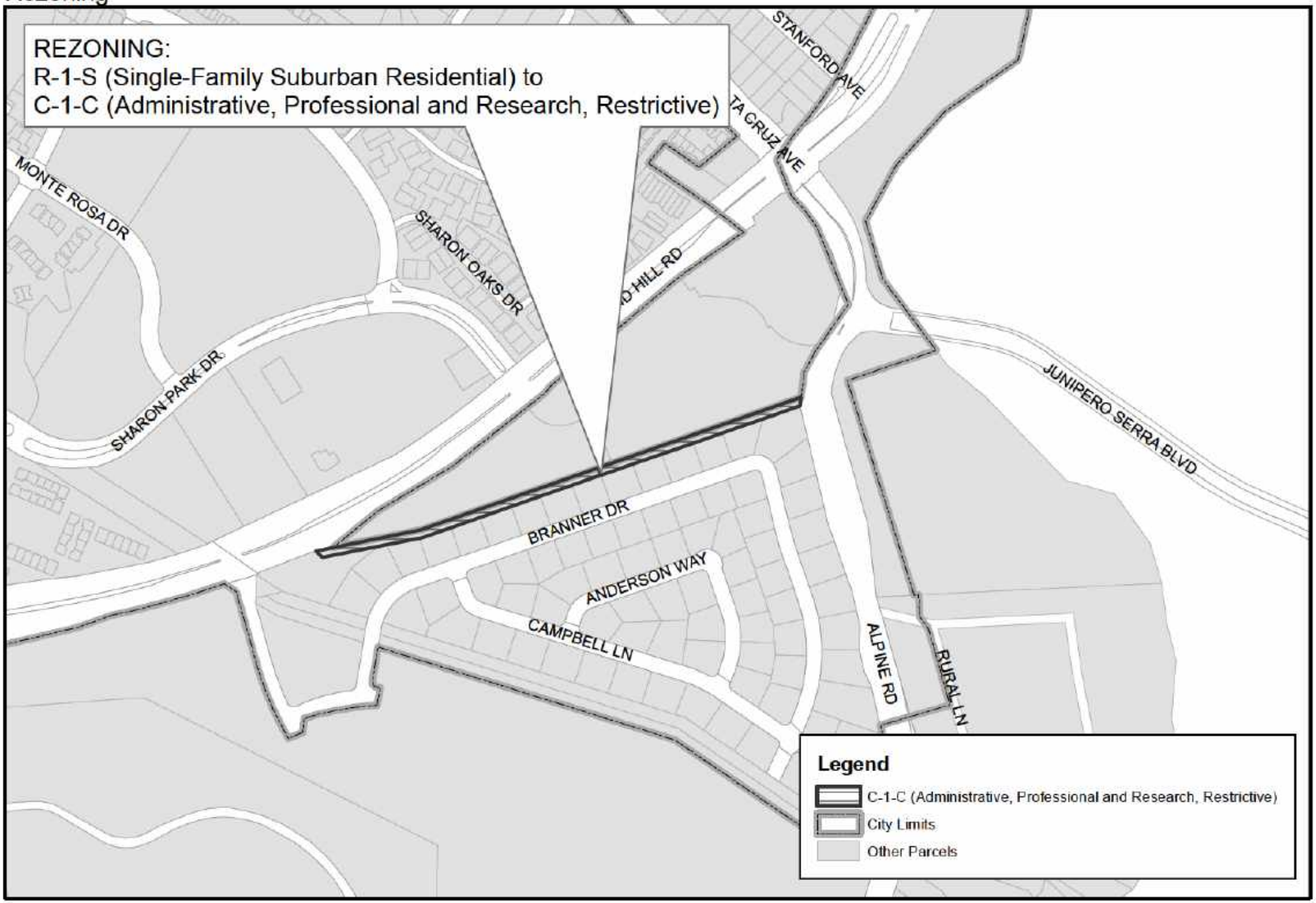
_____
Clay Curtin, Interim City Clerk

Exhibit A

Rezoning – 2111 and 2121 Sand Hill Road Project

CITY OF MENLO PARK

2111-2121 Sand Hill Road
Rezoning



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DRAFT – August 22, 2017

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AMENDING THE GENERAL PLAN TO ESTABLISH AND MODIFY LAND USE DESIGNATIONS FOR PROPERTIES LOCATED AT 2111 AND 2121 SAND HILL ROAD

WHEREAS, the Planning Commission of the City of Menlo Park has considered the adoption of an amendment to the General Plan to establish a Low Density Residential land use designation for certain property located at 2111 Sand Hill Road (Assessor's Parcel Number 074-450-050); and to establish a Professional and Administrative Offices land use designation for certain property located at 2111 and 2121 Sand Hill Road (Assesor's Parcel Numbers 074-450-040 and 074-450-030); and

WHEREAS, the Planning Commission of the City of Menlo Park has considered the adoption of an amendment to the General Plan to change the land use designation for certain property with Assessor's Parcel Numbers 074-331-210 and 074-321-110 to Professional and Administrative Offices; and

WHEREAS, on the ___ day of ____, 2017, the City Council of the City of Menlo Park adopted the Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the 2111 and 2121 Sand Hill Road Project; and

WHEREAS, the provisions of the Government Code, 65350, et. seq. have been complied with; and

WHEREAS, the City Council has considered the comments of the Planning Commission in regard to amending the General Plan.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Menlo Park that the General Plan Amendment to change the land use designation for the project site particularly described in Exhibit A, be adopted.

This resolution shall take effect upon the effective date of Ordinance No. __ prezoning properties located at 2111 and 2121 Sand Hill Road and other property described therein.

I, Clay Curtin, Interim City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said Council on the __ day of ____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City, this _____ day of _____, 2017.

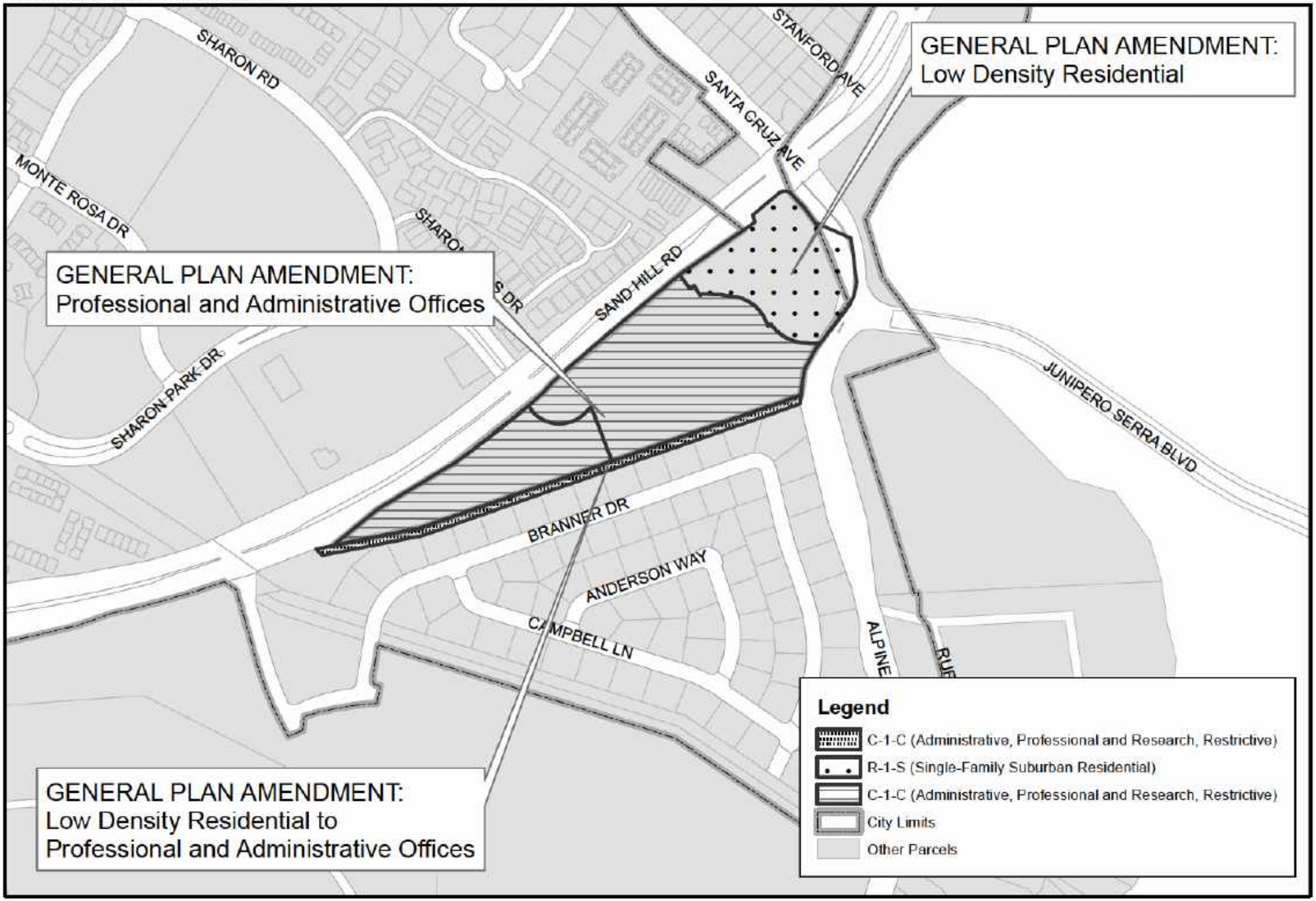
_____
Clay Curtin
Interim City Clerk

Exhibit A

General Plan Map Amendment – 2111 and 2121 Sand Hill Road Project

CITY OF MENLO PARK

2111-2121 Sand Hill Road
General Plan Amendment



DRAFT – August 22, 2017

RESOLUTION NO._XXXX_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING FINDINGS AND CONDITIONS FOR ARCHITECTURAL CONTROL, USE PERMIT, AND TENTATIVE MAP FOR THE PROJECT LOCATED AT 2111 AND 2121 SAND HILL ROAD

WHEREAS, the City of Menlo Park ("City") has received an application from Leland Stanford Junior University ("Applicant"), to create a two parcel subdivision, one parcel containing an existing residence, the other containing an existing office building; to construct a new approximately 39,800-square-foot, two-story office building that would be located on the same parcel as the existing office building, with 159 parking spaces between two levels of underground parking and a small surface lot; and to excavate within the required rear setback to construct a retaining wall; and

WHEREAS, the findings and conditions for Architectural Control, Use Permit, and Tentative Map would ensure that all City requirements are applied consistently and correctly as part of the project's implementation; and

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

WHEREAS, a Mitigated Negative Declaration was prepared for the project and adopted by the City Council on ___ , 2017, through Resolution No._____, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on June 19, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the findings and conditions for Architectural Control, Use Permit, and Tentative Map; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on ___, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the findings and conditions for Architectural Control, Use Permit, and Tentative Map.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the conditions for Architectural Control, Use Permit, Tentative Map,

and other related entitlements attached hereto as Exhibit A and incorporated herein by this reference.

This resolution shall take effect upon the effective date of Ordinance No. __ prezoning properties located at 2111 and 2121 Sand Hill Road and other property described therein.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2017, 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 ____, 2017.

_____
Clay Curtin
Interim City Clerk

EXHIBIT A

DRAFT – August 22, 2017

Conditions of Approval

Prezoning, Rezoning, General Plan Amendment, Tentative Map, Use Permit, Architectural Control, and Environmental Review

2111-2121 Sand Hill Road Project

Conditions

1. Development of the project shall be substantially in conformance with the plans by ArchiRender Architects, SANDIS, and Lauderbaugh Associates dated received by the Planning Division on May 30, 2017 consisting of 49 plan sheets, except as modified by the conditions contained herein, subject to review and approval of the Planning Division.

2. The Prezoning and Rezoning shall become effective thirty days from the date of adoption by the City Council or the effective date of LAFCO's approval of the annexation, whichever date is later.

3. The General Plan Amendment shall not become effective until the applicant's annexation application with San Mateo Local Agency Formation Commission (LAFCO) is approved.

4. The Use Permit, Architectural Control, and Tentative Map shall become effective after the Prezoning and Rezoning become effective.

5. The Use Permit shall expire one year from the date of LAFCO approval if the applicant does not submit a complete building permit application for the project within that time. The Community Development Director may extend this date per Municipal Code Section 16.82.170.

6. The Tentative Map approval shall expire two years from the date of City Council approval. The City Council may extend this date per Municipal Code Section 15.20.070.

7. Minor modifications to building exteriors and locations, fence styles and locations, and significant landscape features may be approved by the Community Development Director or designee, based on the determination that the proposed modification is consistent with other building and design elements of the approved use permit and architectural control, and will not have an adverse impact on the character and aesthetics of the site. The Director may refer any request for revisions to the plans to the Planning Commission for architectural control approval. A public

hearing could be called regarding such changes if deemed necessary by the Planning Commission.

8. Major modifications to building exteriors and locations, fence styles and locations, and significant landscape features may be allowed subject to obtaining an architectural control permit from the Planning Commission.

9. Major revisions to the development plan which involve expansion or intensification of development require use permit and/or architectural control revisions and public hearings by the Planning Commission.

10. Applicant shall comply with the Subdivision Map Act and Chapter 15 of the City's Municipal Code.

11. All public improvements shall be designed and constructed to the satisfaction of the City Engineer.

12. The project shall comply with all aspects of the California Building Code in effect at the time of building permit application.

13. The applicant shall comply with all requirements of the Building Division, Engineering Division, and Transportation Division that are directly applicable to the project.

14. The applicant shall comply with all West Bay Sanitary District, Menlo Park Fire Protection District, California Water, Recology, and utility companies' regulations that are directly applicable to the project.

15. Heritage trees in the vicinity of the construction project shall be protected pursuant to the Heritage Tree Ordinance, the recommendations of the arborist report, and the requirements of the Mitigation Monitoring and Reporting Program.

16. The applicant shall offset the loss of trees by planting replacement trees at the project site. Two replacement trees per Heritage tree, and one replacement tree per non-Heritage tree, shall be planted, for a total of 25 replacement trees. If additional trees are removed due to project impacts, replacement trees will be required at the same ratios. (Mitigation Measure BIO-2.1)

17. A Tree Protection Zone of at least ten feet shall be established around each tree to be preserved. No grading, excavation, construction, or storage of materials shall occur within that zone. (Mitigation Measure BIO-2.3)

18. To the greatest extent feasible, vegetation removal and construction activities shall be completed between September 1 and February 14, to avoid the general nesting period for birds.

A preconstruction nesting bird survey shall be completed by a qualified biologist prior to vegetation removal or any construction-related activity (including site preparation) that occurs during the nesting season (February 15 through August 31) in order to determine if nesting birds and their territories are located within 500 feet of the project site. If no special status bird nests are identified with 500 feet during the preconstruction survey, construction-related activities will be allowed to proceed.

If active nests are observed during the preconstruction survey, the project applicant, in coordination with City staff as appropriate, shall establish no-disturbance buffer zones around the nests, with the size to be determined in consultation with California Department of Fish and Wildlife (usually 100 feet for perching birds and 300 feet for raptors). The no-disturbance buffer will remain in place until the biologist determines that the nest is no longer active or the nesting season ends. (Mitigation Measures BIO-1.2, BIO-1.3, BIO-1.4)

19. Concurrent with the application submittal for a Parcel Map, the applicant shall submit covenants, conditions, and restrictions (CC&Rs) for the approval of the City Engineer and the City Attorney. The CC&Rs shall include the following provisions:
    - All heritage trees shall be maintained pursuant to the Heritage Tree Ordinance.
    - The CC&Rs shall provide for funding and provision of maintenance of all common facilities, such as streets and utilities, not accepted for maintenance by a public agency.
    - The CC&Rs shall describe how the storm water BMPs associated with privately owned improvements and landscaping shall be funded and maintained by the owner.

20. Concurrent with the application submittal for a Parcel Map, the applicant shall revise the project datum and construction documents to the NAVD 88 datum to meet the City standard, subject to review and approval of the Engineering Division.

21. Prior to approval of the Parcel Map, the applicant shall resolve any factors within the limits of the site that may require easement dedications and/or other instruments for access and utilities, including dedication of a public access easement or redirection of a pathway from Stanford Hills Park that crosses the project site, subject to review and approval by the Engineering Division.

22. Concurrent with the application submittal for the first building permit associated with the project, the project construction crew shall provide a construction noise plan for the duration of the project to reduce construction noise levels emanating from the site and minimize disruption and annoyance at existing noise-sensitive receptors in the project vicinity. Best Management Practices (BMPs) shall include, but are not limited to, the following available controls:
    - Construct temporary noise barriers, where feasible, to screen stationary noise-generating equipment from adjoining sensitive land uses. Temporary noise barrier fences would provide a five dBA noise reduction if the noise barrier interrupts the line-of-sight between the noise source and receptor and if the

barrier is constructed in a manner that eliminates any cracks or gaps.

- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.
- Unnecessary idling of internal combustion engines shall be strictly prohibited.
- Locate stationary noise-generating equipment, such as air compressors or portable power generators, as far from sensitive receptors as is feasible. If they must be located near receptors, adequate muffling (with enclosures where feasible and appropriate) shall be used. Any enclosure openings or venting shall face away from sensitive receptors.
- Utilize "quiet" air compressors and other stationary noise sources where technology exists.
- Construction staging areas shall be established at locations that will create the greatest distance between the construction-related noise sources and noise-sensitive receptors nearest the project site during all project construction.
- Locate material stockpiles, as well as maintenance/equipment staging and parking areas, as far as feasible from residential receptors.
- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- The contractor shall prepare a detailed construction plan identifying the schedule for major noise-generating construction activities. The construction plan shall identify a procedure for coordination with adjacent residential land uses so that construction activities can be scheduled to minimize noise disturbance.
- Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler) and will require that reasonable measures be implemented to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.
  (Mitigation Measure NOI-2.2)

23. Concurrent with the submittal of a complete building permit application, a Notice of Intent (NOI) and Stormwater Pollution Prevention Plan (SWPPP) shall be prepared for construction projects disturbing one acre or more of land. Proof of coverage under the Construction General Permit (CGP) shall be attached to the building plans. (Mitigation Measure HYD-1.1)

24. Concurrent with the submittal of a complete building permit application, the applicant shall submit an Erosion Control Plan to the satisfaction of the City of Menlo Park Public Works Department. The project will implement Best Management Practices (BMPs) to control the discharge of stormwater pollutants including sediments associated with construction activities in accordance with the SWPPP and National Pollutant Discharge Elimination System (NPDES) requirements. The Erosion Control Plan may include but is not limited to BMPs specified in the Manual of Standards Erosion and Sediment Control. The project shall implement the following erosion and sediment control measures where appropriate:

- Control and prevent the discharge of all potential pollutants and non-stormwater discharges to storm drains and watercourses;
- Store, handle, and dispose of construction materials/wastes properly to prevent contact with stormwater;
- Avoid cleaning, fueling, or maintaining vehicles on-site, except in a designated area where wash water is contained and treated;
- Train and provide BMP instruction to all employees and subcontractors;
- Protect all storm drain inlets in the vicinity of the site using sediment controls such as berms, fiber rolls, or filters;
- Limit construction access routes and stabilize designated access points;
- Delineate with field marker clearing limits, easements, setbacks, sensitive or critical areas, buffer zones, trees, and drainage courses;
- Complete clearing and earth moving activities only during dry weather;
- Use sediment controls or filtration to remove sediment when dewatering and obtain all necessary permits;
- Trap sediment on-site using sediment basins or traps, earthen dikes or berms, silt fences, check dams, soil blankets or mats, covers for soil stockpiles, etc.;
- Divert on-site runoff around exposed areas; divert off-site runoff around the site using swales and dikes; and
- Protect adjacent properties and undisturbed areas from construction impacts using vegetative buffer strips, sediment barriers or filters, dikes, mulching, or other measures as appropriate.

(Mitigation Measure HYD-1.2)

25. Concurrent with the submittal of a complete building permit application, the applicant shall demonstrate that outdoor storage areas (for storage of equipment or materials which could decompose, disintegrate, leak, or otherwise contaminate stormwater runoff), including garbage enclosures, have been designed to prevent the run-on of stormwater and runoff of spills by all of the following:
    - Paving the area with concrete or other non-permeable surface;
    - Covering the area; and
    - Sloping the area inward (negative slope) or installing a berm or curb around its perimeter. There shall be no storm drains in outdoor storage areas.

    (Mitigation Measure HYD-1.3)

26. Concurrent with the submittal of a complete building permit application, the applicant shall demonstrate that the project complies with the requirements of the Municipal Regional Permit (MRP), as well as other local, state, and federal requirements, subject to review and approval by the Engineering Division. The project shall comply with provision C.3 of the MRP, which provides performance standards for the management of stormwater for new development, and any new requirements. (Mitigation Measure HYD-2.1)

27. Concurrent with the submittal of a complete building permit application, the applicant shall submit plans demonstrating that landscape design shall minimize runoff and promote surface filtration, subject to review and approval by the Engineering and

Planning Divisions. Examples include:

- No steep slopes exceeding 10 percent;
- Using mulches in planter areas without ground cover to avoid sedimentation runoff;
- Installing plants with low water requirements; and
- Installing appropriate plants for the location in accordance with appropriate climate zones.

(Mitigation Measure HYD-2.2)

28. Concurrent with the submittal of a complete building permit application, the applicant shall submit plans demonstrating that common areas shall employ efficient irrigation to avoid excess irrigation runoff, subject to review and approval by the Engineering Division. Examples include:
    - Setting irrigation timers to avoid runoff by splitting irrigations into several short cycles;
    - Employing multi-programmable irrigation controllers;
    - Employing rain shutoff devices to prevent irrigation after significant precipitation;
    - Use of drip irrigations for all planter areas which have a shrub density that will cause excessive spray interference of an overhead system; and
    - Use of flow reducers to mitigate broken heads next to sidewalks, streets, and driveways.

    (Mitigation Measure HYD-2.3)

29. Concurrent with the submittal of a complete building permit application, the applicant shall submit plans demonstrating that stormwater runoff shall be directed to approved permanent treatment controls as described in the San Mateo County "C.3 Stormwater Technical Guidance," subject to review and approval of the Engineering Division. The County's guidelines also describe the requirement to select Low Impact Development (LID) types of stormwater controls and the types of projects that are exempt from this requirement.

    LID treatment measures include rainwater harvesting, infiltration, evapotranspiration, and biotreatment. Biotreatment is allowed only if it is infeasible to treat the specified amount of runoff with rainwater harvesting, infiltration, and evapotranspiration. (Mitigation Measure HYD-2.4)

30. Concurrent with the submittal of a complete building permit application, the applicant shall submit a tree preservation plan to address the protection of existing heritage tree(s) to remain, detailing the location of and methods for all tree protection measures, as described in the arborist report. The project arborist shall submit a letter confirming adequate installation of the tree protection measures. The applicant shall retain an arborist throughout the term of the project, and the project arborist shall submit periodic inspection reports to the Building Division. The heritage tree preservation plan shall be subject to review and approval by the Planning Division prior to issuance of a grading and/or building permit.

31. Concurrent with the submittal of a complete building permit application, the applicant shall submit a plan for: 1) construction safety fences around the periphery of the construction area, 2) dust control, 3) air pollution control, 4) erosion and sedimentation control, 5) tree protection fencing, and 6) construction vehicle parking. The project plans shall be subject to review and approval by the Building, Engineering, and Planning Divisions prior to issuance of a building permit. The fences and erosion and sedimentation control measures shall be installed according to the approved plan prior to commencing demolition.

32. Concurrent with the submittal of a complete building permit application, the applicant shall submit a parking plan demonstrating that all visitor parking will be provided in the proposed surface parking lot, subject to review and approval of the Transportation Division.

33. Concurrent with the submittal of a complete building permit application, the applicant shall submit plans to develop signalized pedestrian crossings across the west and south legs of the Sharon Park Drive/Sand Hill Road intersection, subject to review and approval of the Transportation Division.

34. Concurrent with the submittal of a complete building permit application, the applicant shall submit a construction parking management plan that addresses where construction-related vehicles will be parked, subject to review and approval by the Transportation and Engineering Divisions.

35. Concurrent with the submittal of a complete building permit application, the improvement plans submitted shall demonstrate that all potential utility conflicts have been potholed with actual depths recorded, subject to review and approval by the Engineering Division.

36. Concurrent with the submittal of a complete building permit application, the applicant shall submit plans indicating that the applicant shall remove and replace any damaged and significantly worn sections of frontage improvements. The plans shall be submitted for review and approval of the Engineering Division.

37. Concurrent with the submittal of a complete building permit application, the applicant shall submit a draft “Stormwater Treatment Measures Operations and Maintenance (O&M) Agreement” with the City subject to review and approval by the Engineering Division. With the executed agreement, the property owner is responsible for the operation and maintenance of stormwater treatment measures for the project. The agreement shall run with the land and shall be recorded with the San Mateo County Recorder’s Office prior to building permit final inspection.

38. Concurrent with the submittal of a complete building permit application, the applicant shall submit an Off-Site Improvements Plan for review and approval of the Engineering Division. The Off-Site Improvements Plan shall include all

improvements within public right-of-way including water and sanitary sewer. The Off-Site Improvements Plan shall be approved prior to issuance of a building permit.

39. Concurrent with the submittal of a complete building permit application, the applicant shall submit a Grading and Drainage Plan for review and approval of the Engineering Division. The Grading and Drainage Plan shall be approved prior to issuance of a building permit.

40. Concurrent with the submittal of a complete building permit application, a design-level geotechnical investigation report shall be submitted to the Building Division for review and confirmation that the proposed development fully complies with the California Building Code. The report shall determine the project site's surface geotechnical conditions and address potential seismic hazards. The report shall identify building techniques appropriate to minimize seismic damage.

41. Concurrent with the submittal of a complete building permit application, the applicant shall submit a lighting plan, providing the location, architectural details and specifications for all exterior lighting subject to review and approval by the Planning Division. The lighting plan shall provide a photometric study to minimize glare and spillover onto adjacent properties, and is subject to review and approval by the Planning Division.

42. Concurrent with the submittal of a complete building permit application, the applicant shall submit revised landscaping plans indicating that two heritage street trees, identified as trees #53 and #54 in the arborist report and plans, shall be replaced with 24-inch box specimens within the right-of-way on Sand Hill Road and maintained by the property owner during the establishment phase (two years after planting), subject to the review and approval of the City Arborist. The City-approved street tree planting list shall be used for species selection.

43. Concurrent with the submittal of a complete building permit application, the applicant shall submit revised landscaping plans indicating that two valley oak heritage trees, identified as trees #93 and #97 in the arborist report and plans, shall be retained with necessary design modifications to a proposed driveway on the site, or shall be transplanted elsewhere on the site, subject to the review and approval of the City Arborist and Planning Division.

44. Concurrent with the submittal of a complete building permit application, the applicant shall submit revised landscaping plans indicating that 27 three- to six-inch redwood and maple trees previously planted at the rear of the property shall be replaced on a minimum one-to-one ratio with minimum 48-inch box containerized specimens to achieve screening for properties on Branner Drive, subject to review and approval of the City Arborist.

45. Concurrent with the submittal of a complete building permit application, the applicant shall submit a detailed landscape plan, including the size, species, and location of

trees and plantings, and irrigation plan for review and approval by the Planning Division and the Public Works Department. The applicant shall provide documentation indicating the amount of irrigated landscaping for the Project. If the project proposes more than 500 square feet of irrigated landscaping, it is subject to the City's Water Efficient Landscaping Ordinance (Municipal Code Chapter 12.44). If this project is creating more than 5,000 square feet of irrigated landscaping, per the City's Water Efficient Landscape Ordinance (Municipal Code 12.44) the irrigation system is required to have a separate water service. The landscaping shall be installed prior to final building inspection.

46. Concurrent with the submittal of a complete building permit application, the applicant shall submit a plan for any new utility installations or upgrades for review and approval of the Planning, Engineering and Building Divisions. All utility equipment that is installed outside of a building and that cannot be placed underground shall be properly screened by landscaping. The plan shall show exact locations of all meters, back flow prevention devices, transformers, junction boxes, relay boxes, and other equipment boxes.

47. Concurrent with the submittal of a complete building permit application, the applicant's design professional shall evaluate the Project's impact to the City's storm drainage system and shall substantiate their conclusions with drainage calculations to the satisfaction of the City Engineer. Post-construction runoff into the storm drain shaII not exceed pre-construction runoff levels, subject to review and approval of the Engineering Division.

48. Concurrent with the submittal of a complete building permit application, the applicant shall submit engineered Improvement Plans (including specifications and engineering cost estimates), for approval by the City Engineer, showing the infrastructure necessary to serve the Project. The Improvement Plans shall include, but are not limited to, all engineering calculations necessary to substantiate the design, proposed roadways, drainage improvements, utilities, traffic control devices, retaining walls, sanitary sewers, and storm drains, pump/lift stations, street lightings, common area landscaping, and other project improvements.

49. Concurrent with the submittal of a complete building permit application, the applicant shall develop a transportation demand management (TDM) program for the proposed building, subject to review and approval of the Transportation Division.

50. Concurrent with the submittal of a complete building permit application, the applicant shall submit documentation from a qualified acoustical consultant who has reviewed final site plans, building elevations, and floor plans to calculate expected interior noise levels as required by City policies and State noise regulations. Mechanical equipment shall be selected to reduce impacts on surrounding uses to meet the City's noise level requirements. The acoustical consultant shall review mechanical noise, as these systems are selected, to determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level

requirements. Noise reduction measures could include, but are not limited to, selection of equipment that emits low noise levels and installation of noise barriers, such as enclosures and parapet walls, to block the line-of-sight between the noise source and the nearest receptors. The analysis and results of the acoustical consultant's analysis, including the description of the necessary noise control treatment, shall be submitted for review and approval by the Planning Division prior to issuance of any building permits. (Mitigation Measure NOI-1.1)

51. To reduce the potential for damage to the planned at-grade structures, footings shall extend below the zone of seasonal moisture fluctuation. In addition, moisture changes shall be limited by using positive drainage away from the building as well as limiting landscaping watering. If the expansive clay layer is encountered beneath concrete flatwork, pavements, or pavers, the non-expansive fill layer shall be increased. (Mitigation Measure GEO-1.1)

52. Prior to grading and/or building permit issuance, the following actions shall be included in the dust emission control plan, subject to review and approval by the Planning, Building, and Engineering Divisions:
    - All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
    - All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
    - All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
    - All vehicle speeds on unpaved roads shall be limited to 15 miles per hour.
    - All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
    - Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to five minutes. Clear signage shall be provided for construction workers at all access points.
    - All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
    - Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

    (Mitigation Measure AIR-1.1)

53. Prior to grading and/or building permit issuance, the following actions shall be included in the project plans and specifications, demonstrating that the off-road equipment used on-site to construct the project would achieve a fleet-wide average 85 percent reduction in PM2.5 exhaust emissions or more, subject to review and approval by the Planning and Building Division. Such equipment selection would

include the following requirements:

- All mobile diesel-powered off-road equipment larger than 25 horsepower and operated on the site for more than two days continuously shall, at a minimum, be equipped with California Air Resources Board-certified Level 3 Diesel Particulate Filters or meet U.S. Environmental Protection Agency particulate matter emissions standards for Tier 4 engines or equivalent, and/or
- Use of alternatively-fueled equipment (e.g., Liquefied Petroleum Gas [LPG]-powered lifts), alternative fuels (e.g., biofuels), added exhaust devices, or a combination of measures listed above provided that these measures are approved by the City and demonstrated to reduce community risk impacts to a less than significant level.
- Measures to be used shall be approved by the City of Menlo Park Community Development Department prior to issuance of grading permits, and demonstrated to reduce community risk impacts to less than significant.

(Mitigation Measure AIR-2.1)

54. Prior to grading and/or building permit issuance, an approved biologist will conduct a training session for all construction personnel. At a minimum, the training will include descriptions of Nuttall's woodpecker, its habitat, importance of the species, and the limits of work boundaries associated with the project. The credentials of the biologist and any training materials to be used shall be subject to review and approval by the Planning Division.
(Mitigation Measure BIO-1.1)

55. Prior to grading and/or building permit issuance, all existing on-site trees to remain shall be trimmed and fertilized by a licensed arborist subject to review by the City Arborist. (Mitigation Measure BIO-2.2)

56. Prior to grading and/or building permit issuance, the project shall complete focused sampling and analysis under the oversight of the San Mateo County Health System, or other appropriate oversight agency, in accordance with a Work Plan prepared by a qualified professional and approved by the oversight agency. The Work Plan shall be reviewed and approved by the Planning and Building Divisions prior to site clearing or excavation and include appropriate risk-based screening levels for comparison of the sampling results. (Mitigation Measure HAZ-1.1)

57. Prior to building permit issuance, the applicant shall pay the applicable Transportation Impact Fee (TIF) for the project. Based on preliminary estimates in 2016, the fee was estimated to be $180,616.30. The fee is adjusted annually on July 1 based on the Engineering News Record Bay Area Construction Cost Index.

58. Prior to building permit issuance, all applicable Public Works fees shall be paid according to the City of Menlo Park Master Fee Schedule.

59. Prior to building permit issuance, the applicant shall coordinate with California Water Company to confirm that the existing water mains and service laterals meet the

domestic and fire flow requirements of the project. If the existing water main and service laterals are not sufficient as determined by California Water Company, applicant may, as part of the project, be required to construct and install new water mains and service laterals sufficient to meet such requirements.

60. Prior to building permit issuance, applicant shall coordinate with West Bay Sanitary District to confirm the existing sanitary sewer mains and service laterals have sufficient capacity for the project. If the existing sanitary sewer mains and service laterals are not sufficient as determined by West Bay Sanitary District, applicant may, as part of the project, be required to construct and install new sanitary sewer mains and service laterals sufficient to meet such requirements.

61. Prior to building permit issuance, the applicant shall comply with the requirements of Chapter 12.48 (Salvaging and Recycling of Construction and Demolition Debris) of the City of Menlo Park Municipal Code.

62. Prior to issuance of each applicable building permit, the applicant shall pay the applicable Building Construction Street Impact Fee.

63. Prior to commencing any work within the right-of-way or public easements, the applicant shall obtain an encroachment permit from the appropriate reviewing jurisdiction.

64. Reasonable regulation of the hours of construction, as well as regulation of the arrival and operation of heavy equipment and the delivery of construction materials, are necessary to protect the health and safety of persons, promote the general welfare of the community, and maintain quality of life. Construction activities will be completed in accordance with the provisions of the City's Municipal Code, which limits construction work to between the hours of 8:00 AM and 6:00 PM Monday through Friday and prohibits construction on weekends and holidays. (Mitigation Measure NOI-2.1)

65. If construction is not complete by the start of the wet season (October 1 through April 30), the applicant shall implement a winterization program to minimize the potential for erosion and sedimentation. As appropriate to the site and status of construction, winterization requirements shall include inspecting/maintaining/cleaning all soil erosion and sedimentation controls prior to, during, and immediately after each storm event; stabilizing disturbed soils through temporary or permanent seeding, mulching, matting, tarping or other physical means; rocking unpaved vehicle access to limit dispersion of much onto public right-of-way; and covering/tarping stored construction materials, fuels, and other chemicals. Plans to include proposed measures to prevent erosion and polluted runoff from all site conditions shall be submitted for review and approval of the Engineering Division prior to beginning construction.

66. If prehistoric or historic-period cultural materials are unearthed during ground-disturbing activities, all work within 50 feet of the find shall halt and the City must be notified. A qualified archaeologist and Native American representative shall inspect and evaluate the findings within 24 hours of discovery. Prehistorical material might include obsidian and chert flaked-stone tools (e.g., projectile points, knives, scrapers) or tool-making debris; culturally darkened soil ("midden") containing heat-affected rocks and artifacts; stone milling equipment (e.g., mortars, pestles, handstones, milling slabs); and battered-stone tools such as hammerstones and pitted stones. If the find is determined to be potentially significant, the archaeologist, in consultation with the Native American representative, shall develop a treatment plan that could include site avoidance, capping, or data recovery. (Mitigation Measure CUL-1.1)

67. In the event that a fossil is discovered during construction of the project, all work on the site will stop immediately until a qualified professional paleontologist can assess the nature and importance of the find and recommend appropriate treatment. The City shall be notified if any fossils are discovered. Treatment may include preparation and recovery of fossil material so that they can be housed in an appropriate museum or university collection and may also include preparation of a report for publication describing the finds. The project proponent shall be responsible for implementing the recommendations of the paleontologist. (Mitigation Measure CUL-2.1)

68. In the event of the discovery of human remains during construction, there shall be no further excavation or disturbance of the site within a 50-foot radius of the location of such discovery, or any nearby area reasonably suspected to overlie adjacent remains. The San Mateo County Coroner shall be notified immediately and shall then determine whether the remains are Native American. If the Coroner determines that the remains are Native American, he/she shall within 24 hours notify the Native American Heritage Commission (NAHC), who will notify the person the NAHC identifies as the Most Likely Descendant (MLD) of the deceased Native American. If the MLD does not make recommendations regarding the disposal of the remains within 48 hours, the owner shall, with appropriate dignity, reinter the remains in an area of the property secure from further disturbance. (Mitigation Measure CUL-3.1)

69. To minimize soil volume changes, the contractor shall keep all exposed expansive soil subgrade (and also trench excavation side walls) moist until protected by overlying improvements (or trenches are backfilled). If expansive soils are allowed to dry out significantly, reconditioning may require several days of re-wetting, or deep scarification, moisture conditioning, and re-compaction. (Mitigation Measure GEO-1.2)

70. If evidence of a hazardous material is discovered during construction (or pre-construction soil testing), work will be stopped in the immediate area and soil samples will be collected and analyzed by a qualified environmental professional to

determine the type and extent of release and potential health effects to construction workers. The analytical results will be compared against applicable hazardous waste criteria, and if necessary, the investigation will provide recommendations regarding management and disposal of affected soil (and groundwater). Any contaminated soil and/or groundwater found in concentrations above developed thresholds shall be removed and disposed of according to California Hazardous Waste Regulations. Special health and safety measures and/or soil management procedures may also be required during project construction. (Mitigation Measure HAZ-1.2)

71. Soil materials removed from the site shall be characterized and disposed of according to the California Hazardous Waste Regulations. Contaminated soil that exceeds regulatory thresholds shall be handled by trained personnel using appropriate protective equipment and engineering and dust controls, in accordance with local, State and federal laws. Any contaminated soils that are removed from the site shall be disposed of at a licensed hazardous materials disposal site. (Mitigation Measure HAZ-1.3)

72. If detected at levels that exceed regulatory thresholds, the extent of contamination shall be identified, and recommendations for a Health and Safety Plan, Soil Management Plan, and methods for cleanup shall be implemented, as applicable. This work shall be performed under the oversight of a regulatory agency, such as the San Mateo County Health System, Regional Water Quality Control Board, or the Department of Toxic Substances Control, with copies of all documentation provided to the City of Menlo Park. (Mitigation Measure HAZ-1.4)

73. Prior to building permit final inspection, any public right-of-way improvements, including frontage improvements and the dedication of easements and public right-of-way, shall be completed to the satisfaction of the Engineering Division.

74. Prior to building permit final inspection, all agreements shall be recorded with the San Mateo County Recorder’s Office, and shall run with the land.

75. Prior to building permit final inspection, the applicant shall execute and record a maintenance agreement for irrigation facilities in the City right-of-way. Irrigation, if any, shall comply with City Standard Details LS-1 through LS-19.

76. Prior to building permit final inspection, the asphalt pedestrian pathway along project frontage shall be removed and replaced to the satisfaction of the City Engineering Division.

77. Prior to building permit final inspection, the applicant shall prepare "as-built" or "record" drawings of public improvements, and the drawings shall be submitted in AutoCAD and Adobe PDF formats, subject to review and approval of the Engineering Division.

78. Prior to building permit final inspection, a landscape audit report shall be submitted to the Engineering Division.

79. Prior to building permit final inspection or within two years of the effective date of approval of the annexation, whichever occurs first, the applicant shall provide an update to the Housing Commission on progress made in satisfying the project's BMR housing requirement.

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DRAFT – August 22, 2017

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK MAKING A DETERMINATION OF PROPERTY TAX EXCHANGE PURSUANT TO PROVISIONS OF CHAPTER 6, ARTICLE 5, PART .05, IMPLEMENTATION OF ARTICLE XIIIA OF THE CALIFORNIA CONSTITUTION COMMENCING WITH SECTION 99, DIVISION 1, OF THE REVENUE AND TAXATION CODE

WHEREAS, pursuant to state law that requires the County of San Mateo and the City of Menlo Park to agree to a property tax exchange as a result of the proposed annexation of 2111-2121 Sand Hill Road (Assessor's Parcel Numbers: 074-450-030, 074-450-040, 074-450-050) and the portion of Sand Hill Road fronting Assessor's Parcel 074-450-050 extending to Santa Cruz Avenue to the City of Menlo Park; and

WHEREAS, the City and County have agreed on certain other matters relating to the proposed annexation; and

WHEREAS, agreement on a property tax exchange is a condition precedent to the Executive Office of the Local Agency Formation Commission issuing the Certificate of Filing on said proposal; and

WHEREAS, the City of Menlo Park in making this determination has reviewed the proposed property tax exchange and the amount of said exchange; and

WHEREAS, it has been agreed that the property tax revenue produced by an incremental factor of 0.0365963896 for the affected properties will be transferred from the County Library Fund to the City of Menlo Park; and

WHEREAS, it has been agreed that the property tax revenue produced by an incremental factor of 0.0684036104 for the affected properties will be transferred from the County of San Mateo to the City of Menlo Park.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the City Council of the City of Menlo Park as follows:

1. The property tax incremental factor to be transferred from the County Library Fund to the City of Menlo Park is 0.0365963896.

2. The property tax incremental factor to be transferred from the County of San Mateo to the City of Menlo Park is 0.0684036104.

The transfer of said property tax incremental factors is approved conditioned upon completion of the proposed annexation of 2111-2121 Sand Hill Road (Assessor's Parcel Numbers: 074-450-030, 074-450-040, 074-450-050) and the portion of Sand Hill Road fronting Assessor's Parcel 074-450-050 extending to Santa Cruz Avenue to the City of Menlo Park.

I, Clay Curtin, Interim City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said Council on the __ day of ____, 2017 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City, this _____ day of _____, 2017.

_____
Clay Curtin
Interim City Clerk

DRAFT – August 22, 2017

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE BELOW MARKET RATE HOUSING AGREEMENT BETWEEN THE CITY OF MENLO PARK AND LELAND STANFORD JUNIOR UNIVERSITY

WHEREAS, the City of Menlo Park ("City") received an application from Leland Stanford Junior University ("Developer"), to prezone and rezone properties located at 2111 and 2121 Sand Hill Road and construct a new office building and associated site improvements at 2121 Sand Hill Road in the City of Menlo Park, among other related project entitlements; and

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

WHEREAS, a Mitigated Negative Declaration was prepared for the project and adopted by the City Council on ___ , 2017, through Resolution No._____, in accordance with the provisions of the California Environmental Quality Act and CEQA Guidelines; and

WHEREAS, the Developer and the City desire flexibility to allow for the provision of off-site units instead of payment of an in-lieu fee, and the Below Market Rate Housing Agreement (BMR Agreement) has been structured accordingly; and

WHEREAS, after notice having been lawfully given, a public meeting was scheduled and held before the Housing Commission of the City of Menlo Park on February 1, 2017 to review the draft BMR Agreement term sheet whereat all persons interested therein might appear and be heard; and

WHEREAS, the Housing Commission of the City of Menlo Park having fully reviewed, and considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend the Planning Commission of the City of Menlo Park to approve the BMR Agreement; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on June 19, 2017 whereat all persons interested therein might appear and be heard; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on the ___ day of _____, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS**,** on the ____ day of _____, 2017 the City Council of the City of Menlo Park ("City") has read and considered that certain Below Market Rate Housing Agreement ("BMR Agreement") between the City and Leland Stanford Junior University ("Developer") that satisfies the requirement that Developer comply with Chapter 16.96 of the City's Municipal Code and with the Below Market Rate Housing Program Guidelines.

NOW, THEREFORE**,** the City Council of the City of Menlo Park does RESOLVE as follows:

1. Public interest and convenience require the City to enter into the Agreement described above.

2. The City of Menlo Park hereby approves the Agreement and the City Manager is hereby authorized on behalf of the City to execute the Agreement.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of_____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

DRAFT BELOW MARKET RATE HOUSING AGREEMENT

This Below Market Rate Housing Agreement ("Agreement") is made as of this ___ day of _____, 2017 by and between the City of Menlo Park, a California municipality ("City") and Leland Stanford Junior University, ("Applicant"), with respect to the following:

RECITALS

A. Applicant owns that certain real property located in the City of Menlo Park and unincorporated San Mateo County, State of California, consisting of approximately 15.8 acres, more particularly described in Exhibit A, attached hereto and incorporated herein by this reference, Assessor's Parcel Numbers: 074-450-030, 074-450-040, 074-450-050, 074-331-210 and 074-321-110, and more commonly known as 2111 and 2121 Sand Hill Drive, Menlo Park, California ("Property").

B. The Property is to be annexed into the City of Menlo Park and currently contains multiple buildings with a combination of housing and office uses, comprising approximately 57,183 square feet of gross floor area. The Meyer-Buck House (2111 Sand Hill Road) was constructed in 1920, and an office building (2121 Sand Hill Road) was constructed after receiving a use permit from the County of San Mateo. No changes are proposed to the existing structures on the site. Therefore, these buildings are not part of this Agreement.

C. Applicant proposes to create a two parcel subdivision, one parcel containing the existing residence and the other containing the existing office building, and to construct a new two-story office building on the same parcel as the existing office building, approximately 39,800 square feet of gross floor area in size ("Project").

D. Applicant is required to comply with Chapter 16.96 of City's Municipal Code ("BMR Ordinance") and with the Below Market Rate Housing Program Guidelines ("Guidelines") adopted by the City Council to implement the BMR Ordinance. In order for the City to process the application, the BMR Ordinance requires Applicant to submit a Below Market Rate Housing Agreement. This Agreement is intended to satisfy that requirement. Approval of a Below Market Rate Housing

Agreement is a condition precedent to the approval of the applications and the issuance of a building permit for the Project.

E. Residential use of the portion of the Property where the Project is proposed is not allowed by the applicable zoning regulations of the proposed Project parcel zoning. Furthermore, no changes are being contemplated to the Buck-Meyer House or grounds on the proposed adjacent parcel where residential uses would be permitted. However, Applicant owns other sites within the City that are zoned to permit residential land uses. In particular, a project is being developed for one of the Applicant-owned sites at 500 El Camino Real, which will include BMR units and a number of other residential units.

F. Applicant is required to deliver off-site units and/or pay an in lieu fee as provided for in this Agreement. Applicant is willing to deliver off-site units and/or pay the in lieu fee on the terms set forth in this Agreement, which the City has found are consistent with the BMR Ordinance and Guidelines.

NOW, THEREFORE, the parties agree as follows:

1. Based on the applicant's ownership of residentially-zoned parcels in the City of Menlo Park and proposed development of a project with up to seven BMR units and a number of other residential units at 500 El Camino Real, Applicant is permitted to satisfy the BMR requirement for the 2121-2131 Sand Hill Road project by (a) delivering two additional off-site units as part of the 500 El Camino Real project or combining resources with other applicants to deliver off-site units elsewhere in the city of Menlo Park, or (b) by payment of an in lieu fee seven years after the date of issuance of a building permit for the construction of the office building at 2131 Sand Hill Road, if after diligent pursuit no feasible options to construct two BMR units as part of another project are identified. The BMR in lieu fee is estimated at $615,170.70

   The applicable in lieu fee is that which is in effect on the date the payment is made. Payment shall be made for each phase within 30 days of the Outside Delivery Date, as identified in paragraph 3. The in lieu fee will be calculated as set forth in the tables below; however, the applicable fee for the Project will be based upon the amount of square footage within Group A and Group B at the time of payment, the applicable fee that is in effect, and the number of units provided by Applicant. The estimated in-lieu fee and required units, based on Fiscal Year 2016-2017 in-lieu fees, per each individual building are outlined below:

BMR In Lieu Fee Calculation			
	Fee per square foot	Square feet	Component fees
Existing Building - Office	$15.57	0	$0.00
Existing Building - Non-Office	$8.45	0	$0.00
Proposed Building - Office	$15.57	39,510	$615,170.70
Proposed Building - Non-Office	$8.45	0	$0.00
BMR In-Lieu Fee Option			**$615,170.70**

2. Nothing in this Agreement shall obligate Applicant to proceed with the Project. Applicant will not be obligated to deliver off-site units or pay the in lieu fee before the City issues a building permit for the Project. Instead, the Applicant will satisfy the obligations under the BMR Ordinance and Guidelines as set forth in Paragraph 3 below.

3. Within seven years of the date the City issues the first building permit for each building ("Outside Delivery Date"), Applicant shall have the right (but not the obligation) to deliver off-site units that meet the requirements of the BMR Ordinance and Guidelines to satisfy, in whole or in part, Applicant's BMR Obligations. If Applicant delivers off-site units that satisfy Applicant's BMR Obligations prior to the Outside Delivery Date, it will have no further payment or delivery obligations for this Agreement. If a partial number of required units are provided, the Applicant would pay the per unit equivalent fee for the remaining BMR Obligation for that phase. If Applicant does not deliver off-site units sufficient to satisfy Applicant's BMR Obligations prior to the Outside Delivery Date, then, within 30 days of the Outside Delivery Date, Applicant must pay the City the BMR in-lieu fee adjusted annually or the appropriate fee based on the number of units provided.

   For purposes of clarification, (a) rental units that are maintained as BMR units in accordance with the City's BMR Guidelines for at least 55 years satisfy the BMR Ordinance and Guidelines and (b) Applicant may deliver off-site units by directly developing a residential project or having a third party deliver or agree to deliver BMR units to the City on Applicant's behalf, provided any units delivered by a third party on Applicant's behalf shall be additional BMR units for such project and shall not count toward the BMR requirement and/or any density bonus calculation for such project where the BMR units are provided.

4. Any off-site BMR units shall be restricted to Low Income Households, which shall mean those households with incomes that do not exceed eighty percent (80%) of San Mateo County median income, adjusted for family size, as

established and amended from time to time by the United States Department of Housing and Urban Development.

5. This Agreement shall be binding on and inure to the benefit of the parties hereto and their successors and assigns. Each party may assign this Agreement, subject to the reasonable consent of the other party, and the assignment must be in writing.

6. If any legal action is commenced to interpret or enforce this Agreement or to collect damages as a result of any breach of this Agreement, the prevailing party shall be entitled to recover all reasonable attorney's fees and costs incurred in such action from the other party.

7. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the venue for any action shall be the County of San Mateo.

8. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by all of the parties hereto.

9. This Agreement supersedes any prior agreements, negotiations, and communications, oral or written, and contains the entire agreement between the parties as to the subject matter hereof.

10. Any and all obligations or responsibilities of the Applicant under this Agreement shall terminate upon the payment of the required fee.

11. To the extent there is any conflict between the terms and provisions of the Guidelines and the terms and provisions of this Agreement, the terms and provisions of this Agreement shall prevail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF MENLO PARK	Leland Stanford Junior University
By: _____	By: _____
City Manager	Its:

[Notarial Acknowledgements to be added for recording purposes]

DRAFT – August 22, 2017

RESOLUTION NO. __XXXX__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING HERITAGE TREE REMOVAL PERMITS FOR THE PROPERTIES LOCATED AT 2111 AND 2121 SAND HILL ROAD

WHEREAS, on November 20, 2015 and June 14, 2017, the City of Menlo Park ("City") received applications from Leland Stanford Junior University ("Project Sponsor") for the removal of six heritage trees at the property located at 2111 and 2121 Sand Hill Road ("Project Site") as more particularly described and shown in "Exhibit A"; and

WHEREAS, the requested tree removals are necessary in order to redevelop the Project Site; and

WHEREAS, the removal of Heritage Trees within the City is subject to the requirements of Municipal Code Chapter 13.24, Heritage Trees; and

WHEREAS, the City Arborist reviewed the requested tree removals on September 27, 2016 and on June 12, 2017; and

WHEREAS, the City Arborist determined that two of the Heritage Trees are impeding the redevelopment of the Project Site and are in poor condition; and

WHEREAS, the City Arborist determined that two of the Heritage Trees proposed for removal are in poor health and have poor structure; and

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

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the Planning Commission of the City of Menlo Park on June 19, 2017, whereat all persons interested therein might appear and be heard; and

WHEREAS, the Planning Commission of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to recommend to the City Council of the City of Menlo Park to approve the Heritage Tree Removal Permits; and

WHEREAS, after notice having been lawfully given, a public hearing was scheduled and held before the City Council of the City of Menlo Park on _____, 2017 whereat all persons interested therein might appear and be heard; and

WHEREAS, the City Council of the City of Menlo Park having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter voted affirmatively to approve the Heritage Tree Removal Permits.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Menlo Park hereby approves the Heritage Tree Removal Permits for trees #53, #54, #96, and #101 as described on sheet C-3.3 of the proposed plans and attached by this reference herein as Exhibit A, which shall be valid until _____, and can be extended for a period of one-year by the Community Development Director if requested by the applicant.

I, Clay Curtin, Interim City Clerk of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the _____ day of _____, 2017, 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 _____, 2017.

_____
Clay Curtin
Interim City Clerk

ARBORIST REPORT NOTE

TREE DISPOSITION DATA AND PROTECTION REQUIREMENTS ARE PER ARBORIST REPORT TITLED "ARBORIST REPORT 2131 SAND HILL ROAD MENLO PARK, CA" PREPARED BY HORTSCIENCE INC. DATED SEPTEMBER 8, 2015

TREE REMOVAL NOTES

1. THE LOCATION OF ALL SERVICE RUNS SUCH AS WATER SUPPLY, SEWER, ELECTRICITY, TELEPHONES, CABLE, GAS, STORM DRAIN LINES, ETC. SHALL BE ASCERTAINED BEFORE TREE REMOVAL WORK IS STARTED. WHERE SUCH LINES WILL BE AFFECTED BY TREE REMOVAL, OR WHERE TREE REMOVAL MACHINERY WILL BE WORKING NEARBY, LINES SHOULD BE CAREFULLY SEALED OFF, PROTECTED OR DIVERTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE NECESSARY PRECAUTIONARY ACTIONS.

2. REMOVE ONLY THOSE TREES INDICATED ON THIS PLAN TO BE REMOVED. TREES INDICATED TO BE REMOVED SHALL HAVE ALL ROOTS AND STUMP REMOVED TO A DEPTH OF 24" BELOW GRADE.

TREE PROTECTION NOTES

1. THE GENERAL CONTRACTOR SHALL TAKE THE FOLLOWING STEPS TO PRESERVE AND PROTECT ALL EXISTING TREES SHOWN TO REMAIN:

   A. PRIOR TO COMMENCEMENT OF DEMOLITION, GRADING AND CONSTRUCTION, TEMPORARY FENCING SHALL BE INSTALLED AT THE DRIP LINE OF EACH TREE TO BE PRESERVED. REFER TO DETAIL. FENCED AREAS SHALL NOT BE VIOLATED DURING CONSTRUCTION.

   B. ALL EXISTING ON SITE TREES INDICATED TO REMAIN SHALL BE TRIMMED BY A LICENSED ARBORIST FOUR WEEKS PRIOR TO COMMENCEMENT OF DEMOLITION OF GRADING OPERATIONS. ALL BROKEN OR BRUISED BRANCHES AND DEAD WOOD SHALL BE REMOVED. ALL CUTS OVER ½" DIAMETER SHALL BE PAINTED WITH "TREE SEAL" OR APPROVED EQUAL. IN NO CASE SHALL ANY TREE BE TOPPED.

   C. ALL EXISTING ON SITE TREES INDICATED TO REMAINS SHALL BE FERTILIZED BY ROOT INJECTION BY A LICENSED ARBORIST FOUR WEEKS PRIOR TO COMMENCEMENT OF GRADING OR DEMOLITION OPERATIONS.

2. ALL EXISTING ON-SITE TREES INDICATED TO REMAIN SHALL BE PRESERVED AND PROTECTED DURING CONSTRUCTION. NO GRADING IS PERMITTED WITHIN THE DRIP-LINE OF ANY TREE INDICATED TO REMAIN. NO DEBRIS OR MATERIALS SHALL BE STOCKPILED AROUND THE BASE OF THE TREES. NO TRADESMAN SHALL DUMP DEBRIS OR FLUIDS WITHIN THE DRIP-LINE OF ANY TREES (PLASTER, PAINT, THINNER, ETC.). ALL TREES SHALL BE FENCED BY THE GENERAL CONTRACTOR TO AVOID COMPACTION OF THE TREE'S ROOT SYSTEM AND DAMAGE TO THE BARK. THE FENCE SHALL BE SIX FEET HIGH, AND EXTEND OUT TO THE DRIP-LINE OF THE TREE.

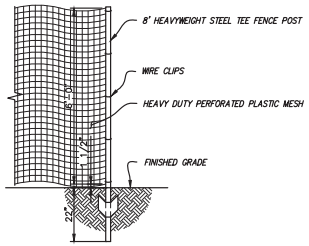
3. ALL EXISTING ON-SITE TREES INDICATED TO REMAIN SHALL BE WATERED BY THE GENERAL CONTRACTOR CONTINUOUSLY DURING THE COURSE OF CONSTRUCTION. IF POTABLE WATER IS NOT AVAILABLE ON THE SITE, A WATERING TRUCK SHALL BE EMPLOYED TO ACCOMPLISH THE WATERING.

4. DO NOT DISTURB SURFACE SOIL WITHIN TREE DRIP-LINE EXCEPT AS MANDATED BY CONSTRUCTION PLANS.

5. DURING PERIODS OF EXTENDED DROUGHT, SPRAY OAK TREES TO REMOVE ACCUMULATED CONSTRUCTION DUST AND DEBRIS.

6. GRADE IN LINES RADIAL TO THE EXISTING TREE RATHER THAN TANGENTIAL. IF ROOTS ARE ENCOUNTERED WHILE GRADING, CUT THEM CLEANLY WITH A SAW. DO NOT RIP THEM WITH GRADING EQUIPMENT.

7. DO NOT ATTEMPT DEMOLITION OF TREES WITH GRADING EQUIPMENT WHEN TREES THAT ARE TO BE PRESERVED ARE IN THE VICINITY.



NOTES:

1. THE DRIPLINE OF EACH TREE TO BE PROTECTED SHALL BE ENCLOSED WITH A 6' HIGH TEMPORARY FENCE. FENCE FABRIC SHALL BE HEAVY DUTY PERFORATATED, BRIGHT COLORED, PLASTIC MESH. FENCE STAKES SHALL BE 8' HEAVY WEIGHT STEEL TEE FENCE POSTS DRIVEN 22" INTO GRADE.

TREE PROTECTION DETAIL (1)
N.T.S.

TREE DISPOSITION TABLE

ree No	Spec es	runk Diameter (n)	Her tage ree	Condition 1=poor 5=excellent	Remove or ree Protection Zone (ft)	Suitability for Preservation
51	Italian stone pine	29	Yes	3	20	Moderate
52	Coast live oak	13	Yes		20	Moderate
53	**Italian stone pine**	**18 11**	**Yes**	**2**	**Remove**	**Low**
54	**River red gum**	**20 19 16**	**Yes**	**2**	**Remove**	**Low**
55	River red gum	21	Yes	3	15	Low
56	Coast live oak	9	No	3	10	Moderate
57	Coast live oak	13,12,10	Yes		10	Low
58	Va ley oak	11	Yes		15	Moderate
59	Va ley oak	10	Yes	3	15	Low
60	Blue oak	9,6	Yes	3	15	Moderate
61	Blue oak	6	No	3	10	Low
62	Coast live oak	10	Yes	3	10	Low
63	Coast live oak	8	No	3	10	Low
6	Coast live oak	7,5,	No	3	10	Low
65	Coast live oak	11	Yes	2	10	Low
66	Coast live oak	9	No	3	10	Moderate
67	Va ley oak	8,	No	3	15	Low
68	Coast live oak	10	Yes		10	Moderate
69	Coast live oak	8,7,7,6,5	Yes		10	Moderate
70	Coast live oak	6, ,3	No	3	10	Low
71	Coast live oak	8	No	3	10	Low
72	Winged elm	6,5,	No	3	10	Moderate
73	Winged elm	6, .	No	3	10	Moderate
7	Va ley oak	8	No	3	10	Moderate
75	Coast live oak	11	Yes	3	15	Low
76	Va ley oak	10	Yes		15	Moderate
77	Coast live oak	9	No	3	10	Low
78	Va ley oak	36	Yes	3	30	Moderate
79	Manna gum	36	Yes	3	20	Moderate
80	Coast live oak	8	No	3	10	Moderate
81	Coast live oak	16	Yes	3	15	Moderate
82	Coast live oak	7	No		10	High
83	Monterey pine	18	Yes	2	15	Low
8	Monterey pine	1 ,13,7	Yes	2	15	Low
85	Monterey pine	9,7,7,5	No	2	10	Low
86	Monterey pine	18	Yes	2	15	Low
87	Monterey pine	11	No	2	10	Low
88	Coast live oak	8,5,	Yes		10	High
89	Coast live oak	6	No		Remove	High
90	Coast live oak	8,7,5	Yes		10	High
91	Coast live oak	9	No		Remove	High
92	Coast live oak	9	No		Remove	High
93	**Valley oak**	**12 8**	**Yes**	**4**	**Remove**	**High**
9	Coast live oak	6,3	No		Remove	High

ree No	Species	runk Diameter (in)	Her tage ree	Condition 1=poor 5=excellent	Remove or ree Protection Zone (ft)	Suitability for Preservation
95	Winged elm	7,5	No	1	Remove	Low
96	**Winged e m**	**15**	**Yes**	**1**	**Remove**	**Low**
97	**Valley oak**	**6 4 2**	**Yes**	**4**	**Remove**	**High**
98	Winged elm	8,5	No	1	Remove	Low
99	Winged elm	6,	No	1	Remove	Low
100	Winged elm	7	No	2	Remove	Low
101	**Monterey p ne**	**17**	**Yes**	**3**	**Remove**	**Low**
102	Valley oak	9,6	Yes	2	10	Low
103	Valley oak	7	No	2	10	Low
10	Coast live oak	1 ,13,9	Yes	3	10	Low
105	Coast live oak	9	No	1	10	Low
106	Coast live oak	10	Yes	3	10	Moderate
107	Coast live oak	1	Yes		15	Moderate
108	Valley oak	10	Yes	3	10	Moderate
109	Coast live oak	10	Yes	3	10	Moderate
110	Coast live oak	10	Yes	3	10	Low
111	Coast live oak	17	Yes		15	Moderate
112	Coast live oak	13	Yes	2	10	Low
113	Holly oak	8,8	No	3	10	Low
11	Holly oak	9,7,5	No	3	10	Low
115	Holly oak	6	No	3	10	Moderate
116	Coast live oak	9	No	3	10	Moderate
117	Southern magnol a	30	Yes		10	High
118	Coast live oak	8	No		10	High
119	Camphor, 20	20	Yes	3	10	Moderate
120	Holly oak	1	No	2	10	Low
121	Holly oak	6	No		10	High
122	Mt. Atlas p stache	36	Yes		10	High
123	Coast live oak	15	Yes	3	15	Moderate
12	Coast live oak	18	Yes		10	High
125	Coast live oak	12	Yes	3	15	Moderate
126	Silver dollar gum	2	Yes		10	High
127	Coast live oak	9	No	5	10	High
128	Silk oak	36	Yes		10	Moderate
129	Purpleleaf plum	8	No	3	10	Moderate
130	Purpleleaf plum	8	No	2	10	Low
131	African fern pine	6	No		10	High
132	Coast live oak	10,8	Yes		15	High
133	Winged elm	6,	No	2	10	Low
13	Coast live oak	17	Yes	3	15	Moderate
135	O ive	7	No	3	10	Low
138	Coast redwood	6	No	5	Remove	Moderate
158	Coast redwood	6	No	5	Remove	Moderate
160	Coast redwood	6	No	5	Remove	Moderate
166	Coast redwood	6	No		Remove	Moderate
168	Coast redwood	6	No	5	Remove	Moderate

HERITAGE TREE REPLACEMENT

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DATE MARCH 2 , 2017

CHAD J. BROWNING
R.C.E. NO. 68315, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2015	Planning Submittal	
2	08/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

TREE DISPOSITION NOTES & TABLE

Project Number:	215102
Date:	05/30/2017
Scale	N.T.S.

C-3.3

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File: X:\P\215102\ENG\2131 SANDHILL ROAD\CONTRACT\C3.0 TREE DISPOSITION.dwg Date:May 25, 2017 - 11:14am, ddorcich

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CITY OF MENLO PARK

STAFF REPORT

Planning Commission
Meeting Date: **6/19/2017**
Staff Report Number: **17-041-PC**

Public Hearing: **Prezoning, Rezoning, General Plan Amendment, Tentative Map, Use Permit, Architectural Control, and Environmental Review/Leland Stanford Junior University/2111-2121 Sand Hill Road**

Recommendation

Staff recommends that the Planning Commission review and provide a recommendation that the City Council make the necessary findings and take actions for approval of the 2111-2121 Sand Hill Road project (also known as "2131 Sand Hill Road"), as outlined in Attachment A. The Planning Commission should provide a recommendation to the City Council on the following entitlements and environmental review components of the proposed project:

1. **Environmental Review** to analyze potential environmental impacts of the project in the Mitigated Negative Declaration (MND), pursuant to the California Environmental Quality Act (CEQA) (Attachment B);
2. **Prezoning** of a 14.9-acre portion of a 15.8-acre parcel presently located in unincorporated San Mateo County to the R-1-S (Single Family Suburban Residential) and C-1-C (Administrative, Professional and Research, Restrictive) zoning districts (Attachment C);
3. **Rezoning** of the remaining portion of the parcel currently located in the R-1-S zoning district to the C-1-C zoning district (Attachment D);
4. **General Plan Amendment** to establish Low Density Residential and Professional and Administrative Offices land use designations for the portion of the parcel to be pre-zoned, and to change the land use designation from Low Density Residential to Professional and Administrative Offices for the portion of the parcel to be rezoned (Attachment E);
5. **Tentative Map** to create a two parcel subdivision, one parcel containing an existing residence, the other containing an existing office building (Attachment F);
6. **Use Permit** to construct a new approximately 39,800-square-foot, two-story office building in the proposed C-1-C zoning district, which would be located on the same parcel as the existing office building, and to excavate within the required rear setback to construct a retaining wall (Attachment F);
7. **Architectural Control** to review the design of the proposed office building and site improvements (Attachment F);
8. **Below Market Rate (BMR) Housing Agreement** for compliance with the City's Below Market Rate Housing Program (Attachment G); and
9. **Heritage Tree Removal Permits** to allow the removal of up to six heritage trees (Attachment H).

The proposed annexation of the property into the City of Menlo Park is subject to approval by the San Mateo County Local Agency Formation Commission (LAFCO) following action by the City Council.

Policy Issues

The proposed project requires the Planning Commission and City Council to consider the merits of the

project, including consistency with the City's current General Plan, Municipal Code, and other adopted policies and programs. The Commission and Council will also need to determine whether the positive aspects of the project balance the need for any additional municipal services or improvements associated with annexation of the parcel and development of the proposed office building. The Commission and Council will need to consider the prezoning and General Plan amendment to determine the zoning and land use designations that will apply to the property if it is annexed into the city. The Commission and Council will also need to consider rezoning a portion of the site presently located within the city's corporate boundaries for consistency with the prezoning of the remainder of the parcel. Further, the Commission and Council will need to consider architectural control, use permit and tentative map findings. In addition, resolutions regarding heritage tree removal permits and the BMR Housing Agreement for the project will need to be considered. The Planning Commission is a recommending body on the proposed project and the City Council is the final decision-making body. The policy issues summarized here are discussed in greater detail throughout the staff report.

Background

Annexation process

The annexation of unincorporated parcels to cities in California is regulated by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ("CKH Act"). The CKH Act strengthens the role of LAFCO in each county in California, giving it the ability to review, approve, or deny proposals for incorporations/formations, annexations, and other boundary changes for cities, counties, and special districts. LAFCOs are composed primarily of elected officials from the county and local cities, local special districts, and/or members of the general public.

For the proposed project, the San Mateo County LAFCO has identified the following steps for the annexation of the subject parcel into the Menlo Park jurisdictional boundaries:

1. The applicant and sole landowner, Leland Stanford Junior University ("Stanford"), must file an application for annexation with LAFCO after consultation with the city and the LAFCO executive officer. This step was completed by the applicant on June 9, 2017.
2. The Planning Commission must review the requested entitlements for the project and make a recommendation to the City Council. The CKH Act requires the proposed prezoning to be consistent with the city's General Plan and located within the City's sphere of influence (SOI), as determined by LAFCO. Although the subject parcel is located within the city's designated SOI, the city's General Plan does not designate an anticipated land use for the parcel. Therefore, the requested entitlements for the project include a General Plan amendment to establish land uses consistent with the existing and proposed development on the site. The proposed project is also subject to CEQA review and requires an initial study, which has been prepared. The potential environmental impacts of the project are described in the MND, and must be considered by the Commission as part of the requested set of actions.
3. Following the submittal of Stanford's application to LAFCO and the Planning Commission review of the requested entitlements, the City and County are required to negotiate the allocation of property tax revenues during a 60-day mandatory negotiation period. If agreement is not reached, an alternative mediation and arbitration process would be required by statute.
4. The City Council must review the Planning Commission's recommendation on the project entitlements, including the prezoning, rezoning, General Plan amendment, environmental review, and other items as noted in Attachment A, and also adopt the property tax exchange negotiated with the county.
5. The San Mateo County Board of Supervisors must adopt the property tax exchange.
6. If the application is accepted by LAFCO as complete and the City and County adopt the property tax

exchange, the LAFCO executive officer would issue a certificate of filing and set a hearing date for the LAFCO Commissioners to review the proposed annexation within 90 days.
7. LAFCO may approve, conditionally approve, or deny the proposed annexation, or continue the proposal for up to 70 days to collect more information.
8. If the annexation is approved by LAFCO, the executive officer would issue a certificate of completion, which would be recorded 30 days after approval. The recordation date would be considered the effective date of the annexation.

Site location

The project site consists of one 15.8-acre legal parcel (five assessor's parcels) addressed 2111-2121 Sand Hill Road and located primarily in the West Menlo Park community of unincorporated San Mateo County. The project also includes an unincorporated section of Sand Hill Road as well as an unincorporated portion of the intersection of Sand Hill Road and Santa Cruz Avenue at the northeast edge of the site. A location map is included as Attachment I, and an annexation boundary map is included as Attachment J.

This report refers to compass directions by considering Sand Hill Road in a predominantly east-west direction adjacent to the project site. The project site is located on the south side of Sand Hill Road and is bordered on the east by Alpine Road and Santa Cruz Avenue. From east to west, the parcel narrows to a point adjacent to Stanford Hills Park. Neighboring land uses include retail zoned C-2 (Neighborhood Shopping) and associated with the Sharon Heights Shopping Center, single- and two-family residences zoned R-3-A (Garden Apartment Residential) and R-2 (Low Density Apartment), and mixed-use developments in unincorporated San Mateo County across Sand Hill Road to the north; recreational uses zoned R-1-S and associated with the Stanford Golf Course across Santa Cruz Avenue and Alpine Road to the east; single-family residential uses zoned R-1-S in the Stanford Hills neighborhood to the south; and parks and recreation uses zoned OSC (Open Space and Conservation) associated with Stanford Hills Park to the west. The site is adjacent to the existing Menlo Park city limits along the majority of its Sand Hill Road frontage, and completely adjacent to existing Menlo Park properties on all other sides.

At present, the eastern portion of the project site contains the 8,125-square-foot Meyer-Buck House, a two-story residence constructed in 1920, and two accessory buildings used for storage. The Meyer-Buck House serves as the Stanford University provost's residence. The east-central portion of the project site contains a 50,676-square-foot, two-story office building that serves as the headquarters of the William and Flora Hewlett Foundation ("Hewlett Foundation"), a non-profit private charitable organization. The Hewlett Foundation currently leases approximately 7.1 acres of the site. The western half of the parcel is vacant, aside from a Pacific Gas and Electric Company (PG&E) valve station at the southwest corner of the lot. In addition, a 0.9-acre PG&E easement runs along the southern boundary of the parcel. The easement is located within the City of Menlo Park boundary and is zoned R-1-S.

Analysis

The project proposal requires the review and consideration of new land use entitlements and associated agreements. A discussion of the proposed project, as well as required land use entitlements and agreements, is provided in more detail in the following sections.

Project description

Stanford is proposing to prezone the unincorporated portion of the project site and request annexation into the City of Menlo Park through the process described in the Background section of this report. The applicant is also requesting to subdivide the parcel, maintaining the Meyer-Buck House on a 3.9-acre, R-1-S-zoned

parcel at the eastern end of the project site, and creating an 11.9-acre, C-1-C-zoned parcel containing the existing Hewlett Foundation office building and a vacant area on the western half of the site.

The portion of the parcel containing the 0.9-acre, 35-foot-wide PG&E easement would be rezoned from R-1-S to C-1-C to maintain consistency with the rest of the parcel. No changes are proposed to the Meyer-Buck House or Hewlett Foundation buildings. The existing buildings on the site would be considered existing legal structures, and would be treated equivalent to having received appropriate approvals from the City of Menlo Park. Any changes proposed for the existing buildings or sites in the future would be required to comply with the regulations of the proposed zoning districts and all other applicable City requirements in effect at that time.

The applicant is also concurrently requesting a use permit and architectural control to construct a new two-story office building on the undeveloped western portion of the property if the annexation and related project entitlements are approved. The proposed building would be approximately 39,800 square feet of gross floor area (GFA) in size, with 159 parking spaces provided between two levels of below-grade parking and a small surface parking lot. There are no permitted uses within the C-1-C zoning district, but professional, administrative, and executive offices are allowed as conditional uses, subject to obtaining a use permit.

The total square footage of the existing and proposed office buildings on the proposed C-1-C-zoned parcel would be 87,774 square feet of GFA, or a floor area ratio (FAR) of 18.5 percent, below the maximum 25 percent FAR permitted for a C-1-C-zoned property. The maximum building coverage of both office buildings on the site would be 10.2 percent, below the maximum 20 percent building coverage permitted in the C-1-C zoning district. The proposed office building would comply with all other development regulations in the C-1-C zoning district, including the required setbacks and maximum building height. Project plans are included as Attachment K and a project description letter is included as Attachment L.

A more detailed discussion of the proposed project, as well as required land use entitlements and agreements, is provided in the following sections.

Prezoning

The subject site currently has split zoning designations in unincorporated San Mateo County. The Meyer-Buck House and grounds are partially located in the R-1,S-9 (One-Family Residential, Residential Density Number 9) district, which permits the development of single-family dwellings, parks, crop farms, and large residential day care facilities, among other uses. More intense uses, such as churches, schools, libraries, fire stations, golf courses, non-commercial clubs, and plant nurseries are allowed with a use permit. The remainder of the unincorporated parcel is located in the R-E, S-9 (Residential Estates, Residential Density Number 9) district, which generally permits the same uses as the R-1, S-9 district, but without the ability to obtain a use permit to develop golf courses, non-commercial clubs, plant nurseries, or certain other uses.

The CKH Act requires that the city prezone a parcel prior to LAFCO's consideration of an annexation request. The applicant is requesting R-1-S zoning for the proposed Meyer-Buck House parcel. The R-1-S development regulations are generally comparable with the density and permitted residential uses of the current R-1, S-9 zoning on the subject site. In addition, adjacent residential uses in the Stanford Hills neighborhood are also zoned R-1-S. For the remainder of the site, including the existing Hewlett Foundation building and vacant western portion of the parcel, the applicant is requesting C-1-C zoning, which would better complement the existing office land use on the site and permit the development of a second office building, if a use permit and other associated entitlements are granted by the City Council. C-1-C zoning is a common zoning designation for parcels with office uses along Sand Hill Road. A draft prezoning ordinance and map are included as Attachment C.

The table below provides a comparison between the basic development standards of the subject site's existing zoning designations and the proposed zoning designations. In some respects, development under the C-1-C zoning designation could be potentially less intense in form and density than other uses allowed under the existing San Mateo County zoning for the site, if it was subdivided.

Table 1: Zoning District Comparison				
	Meyer-Buck Residence Parcel		Office Buildings Parcel	
	R-E, S-9	R-1-S	R-1, S-9	C-1-C
Floor Area Limit (FAL)/Floor Area Ratio	No Limit	25.7 percent*	No Limit	25 percent
Building Coverage	No Limit	35 percent	No Limit	20 percent
Setbacks				
Front	20 feet	20 feet	20 feet	75 feet
Side, Interior	10 feet	10 feet	10 feet	30 feet
Side, Corner	10 feet	12 feet	10 feet	75 feet
Rear	20 feet	20 feet	20 feet	75 feet
Building Height	36 feet	30 feet	36 feet	35 feet
Parking	1 to 2 spaces	1 to 2 spaces	2 spaces	1 space per 250 s.f. GFA

* This value represents the maximum allowed FAL of the proposed 3.9-acre Meyer-Buck parcel. Depending on the lot area of an R-1-S-zoned parcel, the floor area limit varies on a non-ratio basis.

Rezoning

As previously mentioned, a 0.9-acre, 35-foot deep portion of the project parcel, which serves as a PG&E easement, runs along the southern border of the parcel, and serves as access to the PG&E valve station located at the western end of the site. This easement is located within the Menlo Park corporate limits and is zoned R-1-S. In order to allow for unified development on the parcel within a single zoning district, the applicant is proposing that the portion of the parcel covered by the easement be rezoned C-1-C to match the prezoning requested for the adjacent area of the site. A draft rezoning ordinance and map are included as Attachment D.

General Plan amendment

State law requires that LAFCO's decision regarding a proposed annexation to a city must be based on the General Plan and prezoning of the city. The proposed project meets Policy LU-1.1 of the General Plan, which promotes cooperation with appropriate agencies to assure a coordinated land use pattern in Menlo Park and the surrounding area. The proposed project has been developed with input from relevant agencies including LAFCO and California Water Service, and will require a property tax negotiation with San Mateo County as part of the annexation process. The project is located within an existing urbanized area in the city's SOI and the proposed annexation would simplify jurisdictional and administrative boundaries as described in the Planning Boundaries section of the General Plan Land Use Element. In addition, the General Plan identifies the area in the vicinity of the project as an employment center for the city, and the

existing and proposed uses on the site would be compatible with this designation.

In order to ensure consistency between the General Plan and prezoning for the project site, the applicant is requesting an amendment to establish the General Plan land use designations for the project. The R-1-S district's corresponding General Plan designation is Low Density Residential, and the C-1-C district's corresponding General Plan designation is Professional and Administrative Offices. For the portion of the parcel that would be rezoned, the applicant is requesting to change the General Plan land use designation from Low Density Residential to Professional and Administrative Offices. A draft General Plan amendment ordinance and map are included as Attachment E. The proposed General Plan amendment would ensure consistency between the proposed zoning and General Plan designations subsequent to LAFCO action on the project.

Design and materials

Site layout

The new office building would be situated on the vacant western half of the proposed C-1-C-zoned parcel and would front onto Sand Hill Road. The public entry to the building would face the existing curved driveway onto the property from Sand Hill Road, and would be delineated by an entry court and covered arcade leading to a lobby. Pedestrian access to the building would be by a walkway running adjacent to the existing driveway onto the project site and across a new emergency vehicle and passenger vehicle driveway that would wrap around the northern and western sides of the proposed building. The proposed building would sit approximately 400 feet west of the existing Hewlett Foundation building, and would be separated by areas of existing surface parking and vacant land set aside as a landscape parking reserve for the Hewlett Foundation building. The landscape parking reserve area is proposed to remain without any modifications.

Architectural character

The proposed office building draws many references from the existing Hewlett Foundation building. The applicant states that the building has been designed in a contemporary style with Craftsman influences, including hipped roofs and exposed rafter tails. The design's form and massing as seen from the street would be low and long, with rectangular elements and hipped rooflines projecting the building forward toward the center of the front façade. A line of mature trees proposed to remain along the Sand Hill Road frontage, in combination with the required 75-foot front setback, could limit visibility of the 31-foot, six-inch tall building from the street.

The first story would have nine-foot-tall windows that would appear similar to glass doors, but would not be operable. The windows would be clustered primarily in groups of four between regularly-spaced columns around all sides of the building. The second story would have six-foot, six-inch tall windows with two-foot, six-inch sill heights spaced at regular intervals between the columns around all sides of the building.

Aside from the entrance arcade at the front of the building, the proposed structure would feature additional covered arcades along the rear and western first-story façades of the building. Along the rear of the building, adjacent to the single-family residences in the Stanford Hills neighborhood, the proposed arcade would set the first-floor windows back approximately 10 additional feet beyond the 75-foot required rear setback. In addition, the first floor would be depressed up to seven-and-a-half feet below grade, and a retaining wall would be constructed within the rear setback. The excavation for the retaining wall within a required setback requires a use permit. The proposed retaining wall would have low visibility at the rear of the site, and impacts on existing trees to remain on the site would be minimal.

Second-story balconies would be located above the arcades on the front and east sides of the building. The

balcony at the east-rear corner of the building would be located 85 feet from the adjacent single-family residential zoning district, where a 30-foot minimum balcony setback is required by the Zoning Ordinance. Mechanical equipment would be located within a well created by the roof parapet, and would be screened from view at eye level with the top of the parapet, as required by the Zoning Ordinance.

Materials
The proposed office building replicates much of the existing Hewlett Foundation building that would be located on the same parcel. Smooth-texture stucco in a neutral beige tone would be the primary cladding material, with horizontal score lines running along the first- and second-story exteriors and vertical score lines at the building corners. Windows would have aluminum frames with tinted vision glass. The roof materials would be ribbed metal in a green-blue color tone with wood rafter tails painted to complement the stucco color.

Hardscapes on the site would be primarily composed of interlocking concrete pavers, with differentiation between the pavers for the surface parking lot and proposed emergency vehicle and passenger vehicle driveway versus the building entry court and arcades. Decomposed granite would be used to create a jogging path leading from the building to the far western edge of the site adjacent to Stanford Hills Park.

Trash and recycling
Building management would take the trash and recycling to an enclosure near the center of the parking lot east of the building, where compaction and collection would take place. This trash enclosure would be located in the proposed location to help reduce potential noise to the adjacent residential uses. The plans have been reviewed and tentatively approved by the City's refuse collector, Recology.

Summary
Staff believes that the proposal would produce a new office building with appropriate references to the architectural style of the existing building on the same parcel. The proposed street-facing facades would be reasonably articulated, and arcades and balconies would promote additional visual interest. Underground parking would have a positive impact on the overall character of the site development by minimizing the bulk and massing associated with an above-grade garage or additional paving from a larger surface lot. The building entrance would be clearly defined by the site layout, and usable open spaces would be provided for a variety of functions.

Parking and circulation

Vehicular
The majority of the 159 parking spaces associated with the proposed building would be provided in a two-level underground garage. The garage would have one access ramp off of the proposed new emergency vehicle and passenger vehicle driveway in front of the proposed building, as well as a secondary entry to the garage at the western-rear corner of the building that would connect to the surface parking lot. The secondary garage entrance would be set back more than 35 feet from the nearest residential property line. The overall garage circulation would allow vehicles to enter or exit from the garage using any of the access ramps. A small surface parking lot with 40 spaces would also be provided for the office uses at the eastern end of the site. Pedestrian access to the garage levels would be provided by elevators and stairs integrated into the buildings, as well as by an open stairway in the arcade at the rear of the building.

Bicycle
The project would provide bicycle parking in both short-term and long-term configurations. Short-term bicycle parking would be provided via racks beneath the eastern building arcade, adjacent to the surface parking lot. Long-term bicycle parking would be located on the upper garage level, with access provided

both by the garage ramps as well as the elevators and stairs. Similar to vehicular parking, covered bicycle parking is exempt from FAR calculations. The office building garage would include a changing and shower room, helping encourage bicycling as a transportation option.

Pedestrian

The project would include enhancements to the pedestrian environment in the vicinity of the proposed office building. Western and southern crosswalks would be added to provide full pedestrian access across the Sand Hill Road and Sharon Park Drive intersection. The project would install a five-foot wide private sidewalk leading from the Sand Hill Road frontage to the entry court of the proposed building. The proposed arcades would provide covered access around portions of the building, and a four-foot wide decomposed granite path would loop around the western edge of the site for the benefit of employees walking the site. The existing pedestrian path along the Sand Hill Road frontage of the site would also be improved and maintained as part of the project.

Trees and landscaping

Heritage Tree Removals

The applicant has submitted an arborist report prepared by HortScience, Inc. (Attachment M), evaluating 90 trees on and near the subject property, including 44 heritage trees. The report determines the condition, discusses the impacts of the proposed improvements, and provides recommendations for tree preservation. The original submittal for the proposed development requested the removal of 11 heritage trees. However, in an effort to retain existing screening vegetation on the site and preserve as many trees as possible, the applicant reduced the requested number of heritage tree removals to six as shown in the Tree Disposition Notes and Table included in the plan set (sheet C-3.3). A summary of the heritage trees requested for removal is contained below.

Table 2: Requested Heritage Tree Removals

Heritage Tree	Diameter	Suitability for Preservation	Reason for Request	City Arborist Determination
Tree #53: Italian stone pine	18, 11 inches	Low	Construction impacts / poor condition	Remove
Tree #54: River red gum	20, 19, 16 inches	Low	Poor condition	Remove
Tree #93: Valley oak	12, 8 inches	High	Construction impacts	Retain or transplant
Tree #96: Winged elm	15 inches	Low	Poor condition	Remove
Tree #97: Valley oak	6, 4, 2 inches	High	Construction impacts	Retain or transplant
Tree #101: Monterey pine	17 inches	Low	Construction impacts / poor condition	Remove

The Italian stone pine (tree #53) proposed for removal is a street tree located five feet from a water meter and near a proposed private sidewalk onto the project site, and is also in poor condition. The City Arborist has recommended tentative approval to remove the tree due to its low suitability for preservation. Because the tree is located within the public right of way, the City Arborist is recommending condition of approval 42, which would require replacement of the tree with a 24-inch box container specimen within the right of way

on Sand Hill Road using the City-approved street tree list for species selection.

The applicant proposes to remove the river red gum (tree #54), also a street tree, due to its poor health. The tree is anticipated to decline regardless of management. Consequently, the City Arborist has recommended tentative approval for the removal of this tree with the same condition of approval 42 as tree #53.

Two valley oaks (trees #93 and #97) proposed for removal both have a high suitability for preservation, but were proposed for removal because of their locations near or within the path of the proposed emergency vehicle and passenger vehicle driveway in front of the proposed building. The City arborist has recommended that design alternatives with the proposed driveway be explored to retain the trees, or that the trees be transplanted elsewhere on the site, as proposed in condition of approval 43.

The applicant also proposes to remove a winged elm (tree #96) due to its poor condition. Similar to tree #54, the winged elm is expected to decline regardless of management and has a low suitability for preservation. Accordingly, the City Arborist has recommended tentative approval for the removal of this tree.

Finally, the applicant proposes to remove a Monterey pine (tree #101), which is located near a proposed pedestrian path at the western edge of the site, but is also considered to have poor structure that would not be abated with treatment. The City Arborist has recommended tentative approval for the removal of this tree.

The applicant is proposing to provide eight heritage tree replacements, which represents a ratio of two replacement trees for every tree removed. The proposed heritage tree replacements would include two giant sequoia trees at the rear western edge of the property, which could provide additional screening for adjacent residences over time, and four coast live oaks to be located within the public right-of-way to replace the heritage street trees proposed for removal.

The project complies with the C-1-C zoning requirement that a minimum of 30 percent of the building site be occupied by landscaping, such as trees, shrubs, ornamental grasses, and other vegetation. The preliminary landscape plan shows that approximately 91 new trees would be planted throughout the site, including 27 giant sequoias within the required rear setback. These giant sequoias would replace existing small redwood and maple trees proposed for removal, which were originally planted as a mitigation for a previous PG&E pipeline project. Other new trees proposed to be planted on-site would consist of deodar cedar (15 gallon), water gum (15 gallon), thornless honey locust (24-inch box), Columbia sycamore (15 gallon), chanticleer flowering pear (24-inch box), coast live oak (24-inch box) and sterling silver linden (15 gallon) species. A variety of shrubs, perennials, and ornamental grasses would also be planted throughout the site in the vicinity of the proposed building, surface parking lot, and pedestrian path at the western edge of the site.

Tentative map

The applicant is requesting approval of a tentative map to divide the existing single legal parcel into two legal parcels, one containing the existing Meyer-Buck House, and the other containing the existing and proposed office buildings. Both parcels would be standard lots that would meet the minimum lot area and dimensions for their respective proposed zoning designations. State law outlines five factors that the Planning Commission and City Council may consider in reviewing the request for minor subdivisions.

The first consideration is whether the proposed subdivision is in conformance with the City's General Plan. As stated in a previous section, the proposed project includes General Plan amendments to establish and modify land use designations for the subject property. The General Plan designation for the proposed 3.9-

acre, R-1-S zoned parcel containing the Meyer-Buck House would be Low Density Residential. The General Plan designation for the proposed 11.9-acre, C-1-C-zoned parcel containing the existing and proposed office buildings would be Professional and Administrative Offices. For the portion of the parcel that would be rezoned, the applicant is requesting to change the General Plan land use designation from Low Density Residential to Professional and Administrative Offices. The proposed General Plan amendment would ensure consistency between the proposed zoning and General Plan designations subsequent to LAFCO action on the project. The proposed subdivision would not conflict with General Plan goals and policies, and would comply with the Zoning Ordinance and Subdivision Ordinance.

The second factor to consider is whether the site of the subdivision is physically suitable for the proposed type or density of the development. The proposed subdivision would meet all applicable regulations of the Subdivision Ordinance as well as all development regulations pertaining to the dimensions and lot area of the R-1-S and C-1-C zoning districts, respectively. The proposed R-1-S-zoned lot would contain one existing single-family residence and two accessory buildings, with site access off of Alpine Road across a proposed access easement over the adjacent proposed C-1-C-zoned parcel. No changes are contemplated to the residence or grounds as part of this project. The proposed C-1-C-zoned lot would contain the existing office building and a proposed new office building with existing access off of Sand Hill Road. No changes are contemplated to the existing office building as part of this project. The creation of the two lots is consistent with the different existing and proposed uses on the site. In addition, the proposed subdivision would remedy the existing split jurisdictional boundaries, land uses, and zoning designations that presently exist on the parcel.

The third and fourth factors are concerned with whether the design of the subdivision or proposed improvements is likely to cause substantial environmental damage or serious public health problems. The proposed subdivision is located within a fully urbanized area and all necessary utilities are readily available. In addition, the development of the properties would need to adhere to specific conditions of the Engineering Division, all applicable building codes and requirements of other agencies such as the Sanitary District, Menlo Park Fire Protection District, and other utility companies. Adherence to the conditions and all applicable codes would eliminate substantial or serious environmental or public health impacts.

The final factor to consider is whether the proposed subdivision would conflict with any public access easements. The subject site contains existing public access easements along its Sand Hill Road and Alpine Road frontages. The proposed subdivision would not modify or conflict with the existing public access easements. Emergency vehicle access and private access and utility easements would be recorded as part of the final map for the project, but would not conflict or impede upon existing public access easements.

Staff has reviewed the tentative parcel map and has found the map to be in compliance with State and City regulations subject to the conditions outlined in Attachment F. The applicant would need to apply for the parcel map within two years of the approval date of the tentative parcel map.

Below Market Rate (BMR) housing

The applicant is required to comply with Chapter 16.96 of City's Municipal Code, ("BMR Ordinance"), and with the BMR Housing Program Guidelines adopted by the City Council to implement the BMR Ordinance ("BMR Guidelines"), as the project would exceed 10,000 square feet of new gross floor area of commercial uses. Specifically, the BMR requirement for the project would be two BMR units, or the payment of a BMR in lieu fee. Residential use of the property is not permitted in the C-1-C zoning district and would not be consistent with the Professional and Administrative Offices General Plan land use designation of the proposed office building, and no changes are being contemplated to the Buck-Meyer House or grounds. Consequently, the development of on-site BMR units has not been contemplated as part of the proposed

project.

However, the applicant owns other properties in Menlo Park where residential uses are permitted. In particular, the applicant is proposing a project at 300-550 El Camino Real (also known as the Middle Plaza at 500 El Camino Real project) that includes a mix of office, retail, and up to 215 residential units, which is currently under review by staff. The applicant has agreed to fulfill the BMR requirements for the 2111-2121 Sand Hill Road project through the provision of two off-site BMR units as part of the Middle Plaza at 500 El Camino Real project, in addition to any BMR units or in lieu fees required as part of that project.

On February 1, 2017, the Housing Commission reviewed the proposal and recommended approval, with the condition that the project applicant return to the Housing Commission in two years to provide a project status update.

If the Middle Plaza at 500 El Camino Real project is not constructed for any reason, the applicant would have the ability to develop two BMR units on another residentially-zoned parcel owned by the applicant or partner with another developer to provide two BMR units as part of a different project. If, after diligent pursuit, no feasible options to construct two BMR units as part of another project are identified, the applicant would be permitted to pay the applicable in lieu fee seven years after the date of issuance of a building permit for the construction of the proposed office building at 2111-2121 Sand Hill Road. A draft City Council resolution approving the BMR Agreement is included as Attachment G.

Correspondence

Staff has received four items of correspondence regarding the project since the Planning Commission public hearing was scheduled (Attachment N). The correspondence states concerns that the project will create additional traffic and exacerbate safety issues on Alpine Road related to conflicting speed limit signs posted by the city and county, as well as use of the Meyer-Buck House driveway entrance off of Alpine Road to perform illegal U-turns. The correspondence also indicates safety concerns regarding pedestrians and cyclists sharing the multi-use path east of Santa Cruz Avenue and Alpine Road in the vicinity of Junipero Serra Boulevard.

Next steps

As a next step, the City and County will negotiate a property tax exchange, prior to any City Council hearing on the project. This process has not yet been initiated by LAFCO, but is anticipated to occur in June 2017. The outcome of the property tax exchange negotiation will provide the City Council with additional information in deciding whether to prezone the property and approve the additional requested entitlements.

Conclusion

The proposed project is located within an existing urbanized area in the city's sphere of influence, and the proposed prezoning would simplify jurisdictional and administrative boundaries in the vicinity of the project if annexation is granted by LAFCO. Staff believes that the proposed changes to the site's General Plan and zoning designations would also make the land uses consistent with the current and anticipated future uses of the site. The project would result in the construction of a new office building with architectural references to an existing office building to be located on the same parcel. The proposed office building would meet the zoning regulations of the C-1-C zoning district, including required 75-foot front and rear setbacks, and, in some respects, could be potentially less intense in form and density than other uses allowed under the existing San Mateo County zoning for the site, if it was subdivided. The site would be landscaped extensively and planted with approximately 91 trees, with consideration given to screening the proposed building from adjacent residential uses south of the project site.

Staff recommends that the Planning Commission recommend that the City Council approve the prezoning, rezoning, General Plan amendment, tentative map, use permit, architectural control, and heritage tree removal permits. Staff further recommends that the Planning Commission recommend that the City Council adopt the Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the project. Staff recommends that the Planning Commission recommend approval to the City Council of all the actions outlined in Attachment A.

Impact on City Resources

The proposed project is located in an urbanized area with existing urban services and development patterns. The scope of the proposed annexation includes a small portion of Sand Hill Road and a portion of the intersection of Santa Cruz Avenue and Sand Hill Road, as shown in Attachment J. The City's Public Works Department has conducted a preliminary evaluation of the public right of way that would be incorporated into the City of Menlo Park and believe that no additional improvements or modifications would be necessary.

The proposed project would result in the construction of a new office building, which may create additional tax revenue for the city if the building is occupied by a for-profit business or corporation. The existing residence and office building on the project site are owned by Stanford, and the Hewlett Foundation leases the existing office building as a non-profit private organization, so no tax revenue from the existing occupants on the site could be expected.

The project sponsor is required to pay Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project. In addition, the proposed development would be subject to payment of a Transportation Impact Fee (TIF). These required fees were established to account for projects' proportionate obligations.

Environmental Review

An Initial Study and Mitigated Negative Declaration, collectively referred to as the MND, have been prepared and circulated for public review in compliance with CEQA. The public review period began on April 3, 2017 and ended on April 24, 2017. The MND was made available for review at the Planning Division office and library reference desk during business hours, as well as on the City's website (http://www.menlopark.org/DocumentCenter/View/13267). The members of the Planning Commission also received a copy of the Notice of Availability at the beginning of the public review and comment period.

Staff received three items of correspondence regarding the MND from the San Mateo County Planning and Building Department, Stanford Hills Home Owners Association, and unincorporated San Mateo County resident Janet Davis, which are included as Attachment O. The correspondence covers the following general concerns:

- Requests from San Mateo County to expand the scope of the annexation to include unincorporated parcels located across Sand Hill Road at 2108 and 2128 Sand Hill Road; to consider adjusting the MND trip generation rates upward and use an alternative trip distribution; and to condition the project to require construction related equipment to use Sand Hill Road in lieu of Alpine Road, and require the project to physically prevent illegal left turns off of northbound Alpine Road into the Meyer-Buck House estate;
- Concerns from the Sand Hill Home Owners Association about a lack of proposed landscaping along

the rear setback of the proposed office building project; a request to move the proposed building closer to Sand Hill Road, which would require a variance; concerns regarding construction and permanent increased noise levels related to the proposed building; lighting and privacy concerns related to the proposed building; concerns regarding increased traffic associated with the project; and concerns related to a proposed mechanical equipment penthouse at the top of the building, which has been removed in the most recent plans for the project;

- Concerns from Janet Davis, a resident of unincorporated San Mateo County, regarding the cumulative impacts of Stanford projects on the Peninsula related to traffic and housing; claims that the applicant is seeking annexation to avoid the terms of a use permit previously granted by San Mateo County; concerns regarding increased traffic potential on Sand Hill Road and Alpine Road; and suggested mitigations primarily related to traffic and housing.

Staff discussed the potential expansion of the annexation boundary with the applicant and LAFCO staff. However, due to uncertainty regarding the additional property owners' willingness to be voluntary annexed into the City of Menlo Park as well as applicant concerns about revising the project at such a late stage, the applicant has requested that the annexation boundary remain as originally proposed, subject to LAFCO review and approval.

The C-1-C zoning regulations proposed for the new office building include some of the largest required setbacks in the City's Zoning Ordinance. The applicant has ensured that the 75-foot front and rear setbacks would be met by the proposed development without any variance requests. The applicant has also proposed a number of new trees and screening plants on the property, with special attention given to the rear of the site, where no fewer than 27 new giant sequoias would be planted. The planting of these trees has been included as condition of approval 44. Furthermore, a lighting plan would be required with a building permit for the proposed office building (condition of approval 41), providing the location, architectural details, and specifications for all exterior lighting, as well as a photometric study to minimize glare and spillover onto adjacent properties.

A construction noise plan would be required to reduce construction noise levels emanating from the site and minimize disruption to existing noise-sensitive receptors in the project vicinity, as required by condition of approval 41. An acoustical consultant will review mechanical noise for the proposed building and determine specific noise reduction measures necessary to reduce noise to comply with the City's noise level requirements. Mechanical equipment will be selected to reduce impacts on surrounding uses to meet the City's noise level requirements (condition of approval 49).

The MND utilizes trip generation rates based on local data collected from office buildings with similar GFA in Menlo Park, including an existing office building on Sand Hill Road. These rates are based on observed characteristics within the community and may more accurately represent anticipated trip generation rates for the project than the standard Institute of Transportation Engineers (ITE) rates. The trip distribution used for the MND is consistent with transportation impact analyses completed for other projects in Menlo Park. In addition, the applicant will submit plans to develop signalized pedestrian crossings across the west and south legs of the Sharon Park Drive/Sand Hill Road intersection (condition 33). The applicant will also install bike racks and shower/changing rooms as part of the project. These measures may encourage more pedestrian and bicycle trips to and from the project site versus vehicular trips. The MND finds that there are no potentially significant transportation/traffic impacts related to the proposed project.

According to the analysis in the Initial Study, the project would result in potentially significant impacts related to air quality, biological resources, cultural resources, geology and soils, hazards and hazardous materials, hydrology and water quality, and noise and vibration. These impacts are expected to be mitigated to a less-

than-significant level through implementation of mitigation measures identified in the Initial Study and MND. The mitigation measures have been incorporated into a Mitigation Monitoring and Reporting Program (MMRP) for the project, included in Attachment B.

Public Notice

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

Attachments

A. Findings and Recommended Actions for Approval
B. Draft Resolution Adopting Findings Required by the California Environmental Quality Act
C. Draft Ordinance Approving the Prezoning
D. Draft Ordinance Approving the Rezoning
E. Draft Resolution Amending the General Plan to Change the Land Use Designation
F. Draft Resolution Approving the Use Permit, Architectural Control, and Tentative Map
G. Draft Resolution Approving the BMR Agreement
H. Draft Resolution Approving the Heritage Tree Removal Permits
I. Location Map
J. Annexation Boundary Map
K. Project Plans
L. Project Description Letter
M. Arborist Report
N. Correspondence (Non MND Comments)
O. MND Comments
P. Hyperlink: 2131 Sand Hill Road MND - http://www.menlopark.org/DocumentCenter/View/13267

Disclaimer

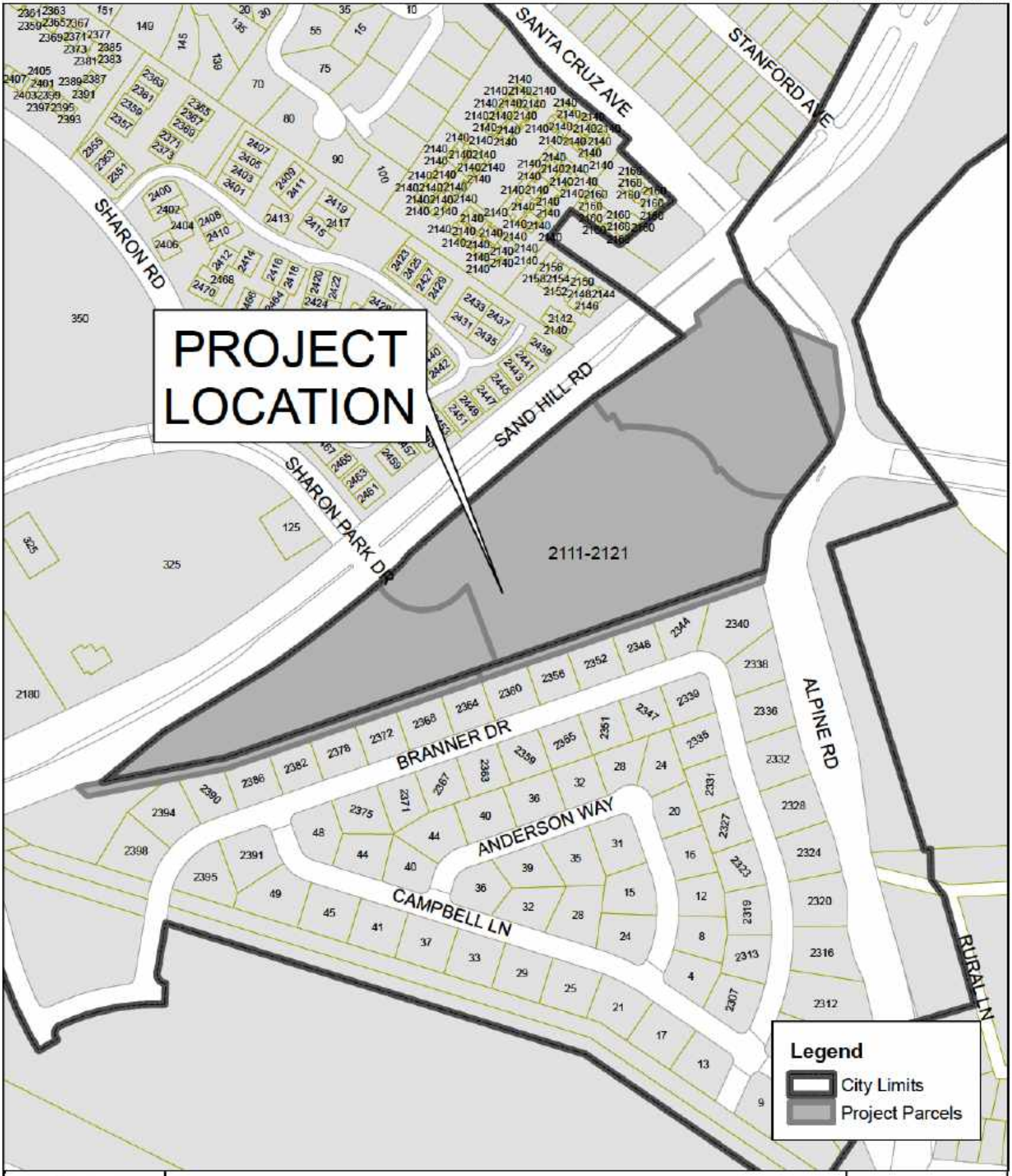
Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps, drawings and exhibits are available for public viewing at the Community Development Department.

Exhibits to Be Provided at Meeting

- Color and Materials Boards

Report prepared by:
Tom Smith, Associate Planner

Report reviewed by:
Deanna Chow, Principal Planner



CITY OF MENLO PARK

LOCATION MAP

2111-2121 SAND HILL ROAD

DRAWN: TAS CHECKED: THR DATE: 06/19/17 SCALE: 1" = 300' SHEET: 1

N

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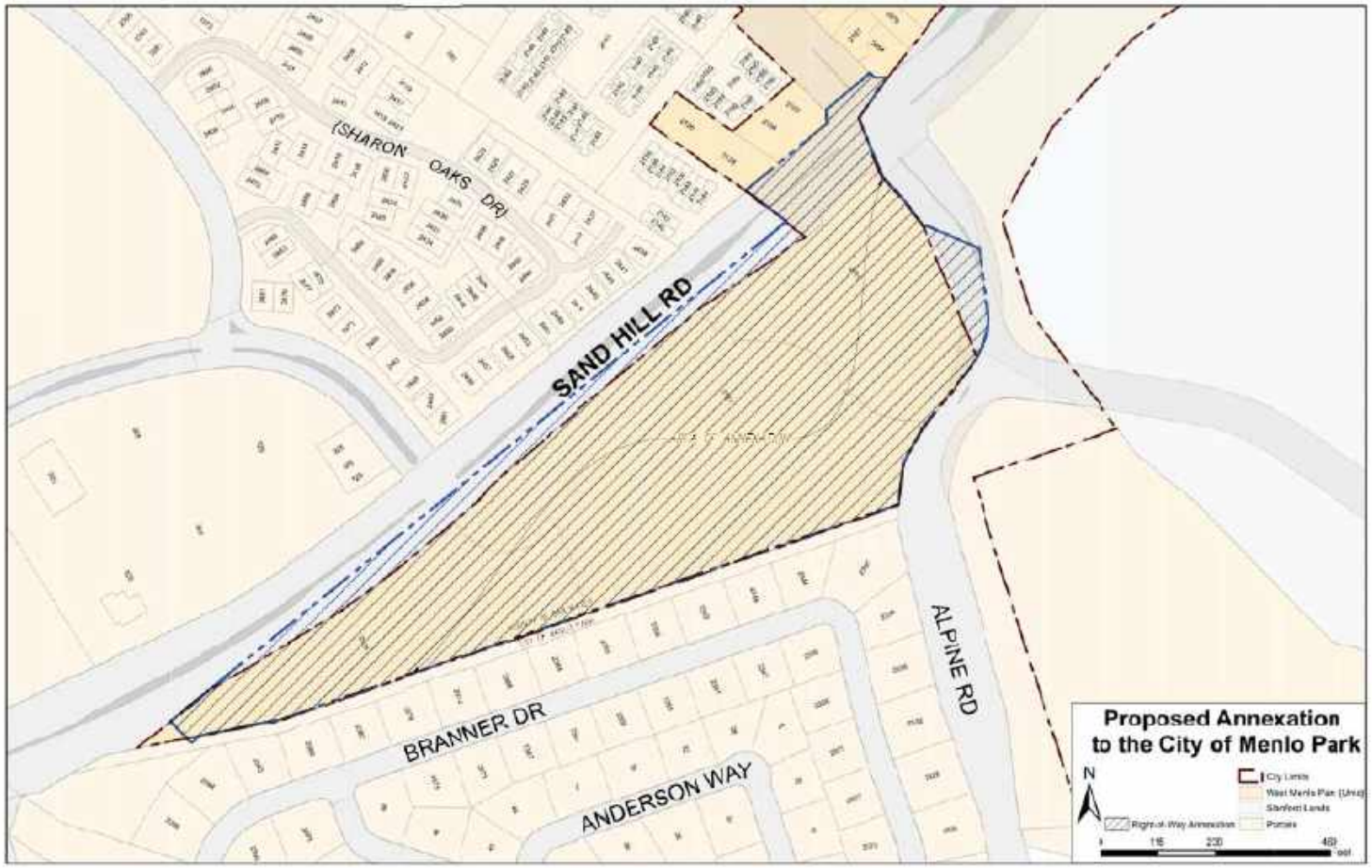

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS

DATE: 05/30/12
SCALE: N.T.S.
DRAWN BY: CC
APPROVED BY: SV
JOB NO.: 210.02

No.	REVISION/ISSUE	DATE	BY

PROPOSED ANNEXATION
TO THE CITY OF MENLO PARK
EXHIBIT

2131 SAND HILL ROAD
SAN MATEO CALIFORNIA

SHEET EX-1 OF 1 SHEETS

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ATTACHMENT N

2131 SAND HILL ROAD

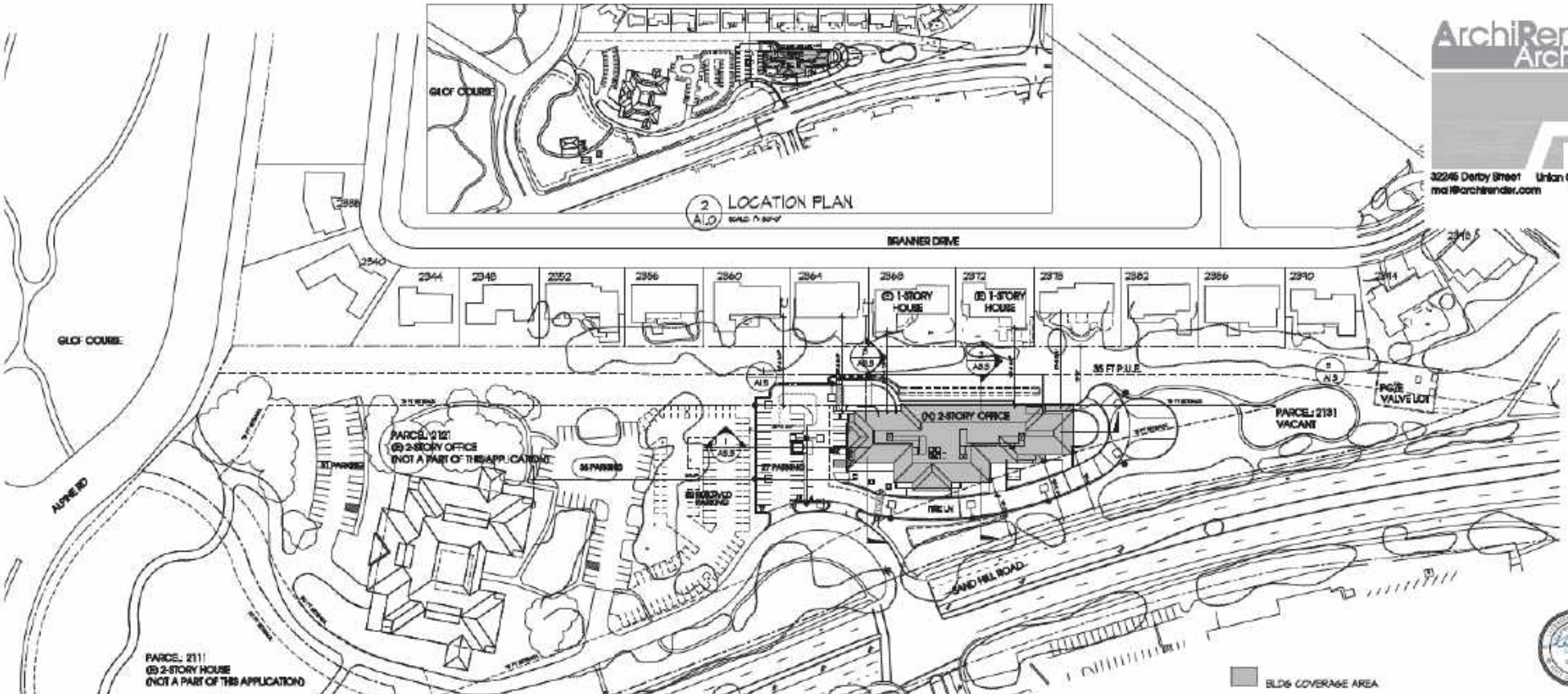
OFFICE BLDG MENLO PARK, CALIFORNIA

PLANNING SUBMITTAL 05/30/2017

STANFORD UNIVERSITY
STANFORD , CA

ArchiRender
510-585 6445 . archirender.com

ArchiRender Architect
32245 Derby Street Union City, Ca 94587
mail@archirender.com 510-585-6445



BLDG COVERAGE AREA

PARKING LOT LIGHTING

APN: 074-450-040
APN: 074-450-050
APN: 074-450-060

PROJECT DATA	
SITE AREA:	1.98 AC (86,268 SF)
NET:	47,439 SF
ZONING:	O-C
ALLOWABLE FAR(0.25)	18,545 SF
ALLOWABLE BLDG HEIGHT:	2-LEVEL UP (35'-0")

FOR REFERENCE ONLY (R-1-S)
NET SITE AREA: 146,857 SF

BLDG AREA:	(E) PROVOST RESIDENCE
2ND FLOOR	3,910 SF
1ST FLOOR	4,235 SF
BASEMENT 1	1,660 SF
TOTAL	9,805 SF
WELL HOUSE/STORAGE	454 SF
UTILITY SHED	100 SF
TOTAL	10,359 SF
PARKING: REQ'D.	2
PROPOSED: AT GRADE	
GARAGE	

BLDG AREA:	(E) HEWLETT OFFICE	PROPOSED OFFICE (2131)	TOTAL OFFICE
2ND FLOOR	25,912 SF	20,820 SF	46,882 SF
1ST FLOOR	24,512 SF	18,190 SF	42,702 SF
BASEMENT 1	(2,652 SF) (EXERCISE RM) *	500 SF (EXERCISE RM)	500 SF
ROOF		240 SF (STAIR 1)	240 SF
TOTAL	48,424 SF	39,750 SF	87,774 SF
F.A.R.:			0.185 (0.25)
COVERAGE:			10.2% (20%)
PARKING: REQ'D.	192	159	351
PROPOSED:			
AT GRADE	66	40	106
GARAGE	44	119	163
RESERVED	82		82
DEDUCTION	11		
	203	159	362 (-351)

* APPROVED BY SM COUNTY, BUT NOT COUNTED AS FAR

DRAWING INDEX

COVER	
A1-0	AREA PLAN/ PROJECT DATA
A1-1	AERIAL CONTEXT
A1-2	STREETSCAPE
A1-3	PERSPECTIVE
A1-5	SITE DETAILS
A1-6	LEED CHECKLIST
A1-7	COLOR AND MATERIALS
A2-0	SITE PLAN
A2-1	LOWER LEVEL PLAN
A2-2	UPPER LEVEL PLAN
A2-3	ROOF PLAN
A2-4	GARAGE LEVEL-1 PLAN
A2-5	GARAGE LEVEL-2 PLAN
A2-6	AREA DIAGRAMS
A2-7	AREA DIAGRAMS
A3-1	ELEVATIONS
A3-2	ELEVATIONS
A3-3	ELEVATIONS/ SECTIONS
A3-4	BUILDING SECTIONS
A3-5	BUILDING SECTIONS
A3-6	WALL SECTIONS
C	SEE CIVIL INDEX
L	SEE LANDSCAPE INDEX

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions		
No.	Date	Issues and Revisions By

AREA PLAN
(PROJECT DATA)

Project Number:	2014A113
Date:	05/30/2017
Scale:	1'-40'-0"

A1.0

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32245 Derby Street Union City, Ca 94587
mail@archirender.com 510-585-6445

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

AERIAL CONTEXT

Project Number	2014A113
Date	05/30/2017
Scale	-

A1.1

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STREETSCAPE ALONG SAND HILL RD

VIEW FROM STREET INTERSECTION

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

STREETSCAPE

Project Number	2014A113
Date	05/30/2017
Scale	-

A1.2

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VIEW TOWARD MAIN ENTRANCE

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

PERSPECTIVE

Project Number	2014A113
Date	[illegible]
Scale	-

A1.3

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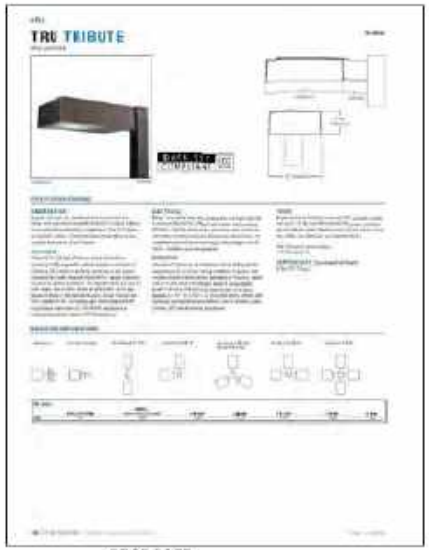
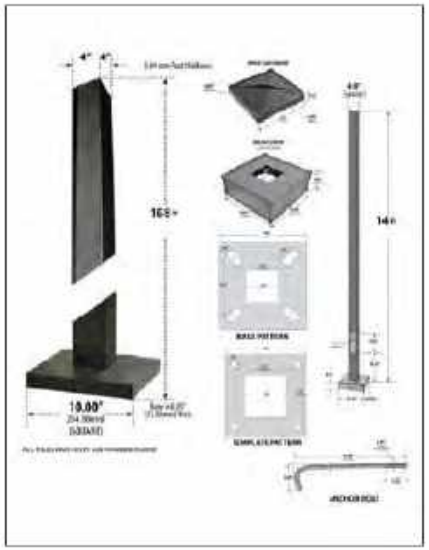
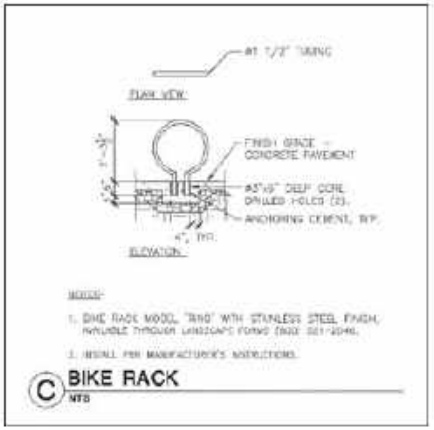




PROPOSED

HP SITE

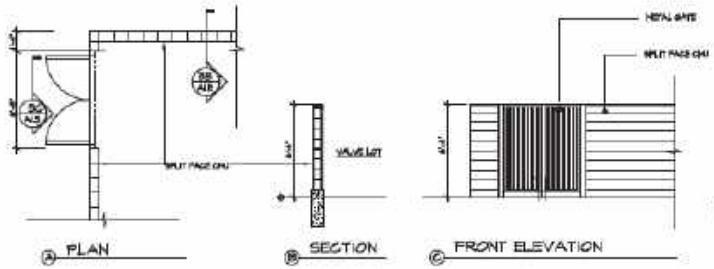
4 / A1.5 EXTERIOR LIGHT FIXTURE
SCALE: -



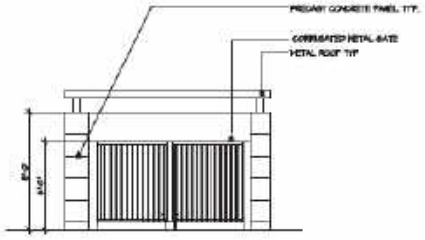
C BIKE RACK
NTS

D BIKE LOCKER
NTS

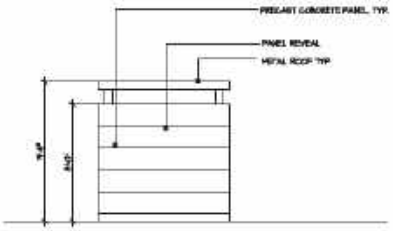
2 / A1.5 BIKE LOCKER
SCALE: -



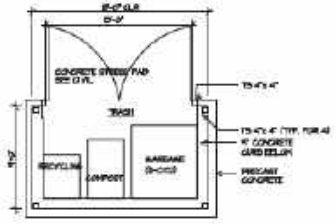
3 / A1.5 PGE VALVE LOT
SCALE: 1/4" = 1'-0"



C FRONT ELEVATION



B SIDE ELEVATION



A PLAN

CONTAINER NOTE:
ALL RECYCLING AND SOLID WASTE
CONTAINERS WITHIN THE ENCLOSURE SHALL
BE METAL OR STATE FIRE MARSHAL LISTED
NON-METALLIC.

1 / A1.5 TRASH ENCLOSURE
SCALE: 1/4" = 1'-0"
TRANSFORMER ENCLOSURE SIM.

ArchiRender Architect
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mail@archirender.com 510-585-6445

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions		
No.	Date	Issues and Revisions By

SITE DETAILS

Project Number	2014A113
Date	10/30/2015
Scale	-

A1.5

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LEED v4 for BD+C: Core and Shell
Project Checklist

Project Name: 2131 Sand Hill Road Menlo Park
Date: 07/6/2017

			Integrative Process	1
11	2	6	**Location and Transportation**	20
			LEED for Neighborhood Development Location	20
			Sensitive Land Protection	1
			High Priority Site	2
			Surrounding Density and Diverse Uses	5
			Access to Quality Transit	5
			Bicycle Facilities	1
			Reduced Parking Footprint	1
			Green Vehicles	1
8	2	1	**Sustainable Sites**	11
			Construction Activity Pollution Prevention	Required
			Site Assessment	1
			Site Development - Protect or Restore Habitat	2
			Open Space	1
			Rainwater Management	3
			Heat Island Reduction	1
			Light Pollution Reduction	1
			Tenant Design and Construction Guidelines	
9	3	4	**Water Efficiency**	11
			Outdoor Water Use Reduction	Required
			Indoor Water Use Reduction	Required
			Building-Level Water Metering	Required
			Outdoor Water Use Reduction	2
			Indoor Water Use Reduction	6
			Cooling Tower Water Use	2
			Water Metering	1
14	7	12	**Energy and Atmosphere**	33
			Fundamental Commissioning and Verification	Required
			Minimum Energy Performance	Required
			Building-Level Energy Metering	Required
			Fundamental Refrigerant Management	Required
			Enhanced Commissioning	6
			Optimize Energy Performance	18
			Advanced Energy Metering	1
			Demand Response	2
			Renewable Energy Production	3
			Enhanced Refrigerant Management	1
			Green Power and Carbon Offsets	2
6	3	4	**Materials and Resources**	13
			Storage and Collection of Recyclables	Required
			Construction and Demolition Waste Management Planning	Required
			Building Life-Cycle Impact Reduction	4
			Building Product Disclosure and Optimization - Environmental Product Declarations	2
			Building Product Disclosure and Optimization - Sourcing of Raw Materials	2
			Building Product Disclosure and Optimization - Material Ingredients	2
			Construction and Demolition Waste Management	2
2	2	1	**Indoor Environmental Quality**	10
			Minimum Indoor Air Quality Performance	Required
			Environmental Tobacco Smoke Control	Required
			Enhanced Indoor Air Quality Strategies	2
			Low-Emitting Materials	2
			Construction Indoor Air Quality Management Plan	1
			Daylight	3
			Quality Views	1
4	0	0	**Innovation**	6
			Innovation	5
			LEED Accredited Professional	1
4	4	0	**Regional Priority**	4
			Regional Priority: Specific Credit	1
			Regional Priority: Specific Credit	1
			Regional Priority: Specific Credit	1
			Regional Priority: Specific Credit	1
63	23	10	**TOTALS**	Possible Points: 110

Certified: 40 to 49 points, Silver: 50 to 59 points, Gold: 60 to 79 points, Platinum: 80 to 110

Chad Hamilton
2131 Sand Hill Road
Menlo Park, CA 94025

Project: 2131 Sand Hill Road
ArchiRender Project No: 2014A113
Subject: LEED-NC Scorecard

Feb/07, 2017

Forest has made LEED v4 Core and Shell 2131 Sand Hill Road project showing 50 points, or at the point ranges above the bottom threshold for LEED v4 Silver.

This building will not only meet these criteria for all of the points currently targeted, it is my professional opinion that they should be able to achieve a LEED CS Silver rating.

However, please note that the final determination is not in the control and will be made by a third party, anonymous review team, assigned to the 2131 Sand Hill Road project team by the Green Building Certification Institute.

Please call me with any questions at (510) 585-6445 or via email at info@archirender.com

Sincerely,

Hyliam Hayes, AIA, LEED AP
Principal

ArchiRender Architect
32245 Derby Street Union City, Ca 94587
mail@archirender.com 510-585-6445

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

LEED CHECKLIST

Project Number	2014A113
Date	09/30/2017
Scale	-

A1-6

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PROPOSED MATERIALS AND COLOR

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EXISTING HEWLETT PACKARD FOUNDATION

METAL ROOF AND GUTTERS W/ WOOD RAFTER TAILS

ALUM GLAZING SYSTEM

STUCCO EXTERIOR WALL TYP.

STUCCO COLUMNS TYP.

PROPOSED OFFICE BUILDING

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

COLOR AND MATERIALS

Project Number	2014A113
Date	[illegible]
Scale	-

A1.7

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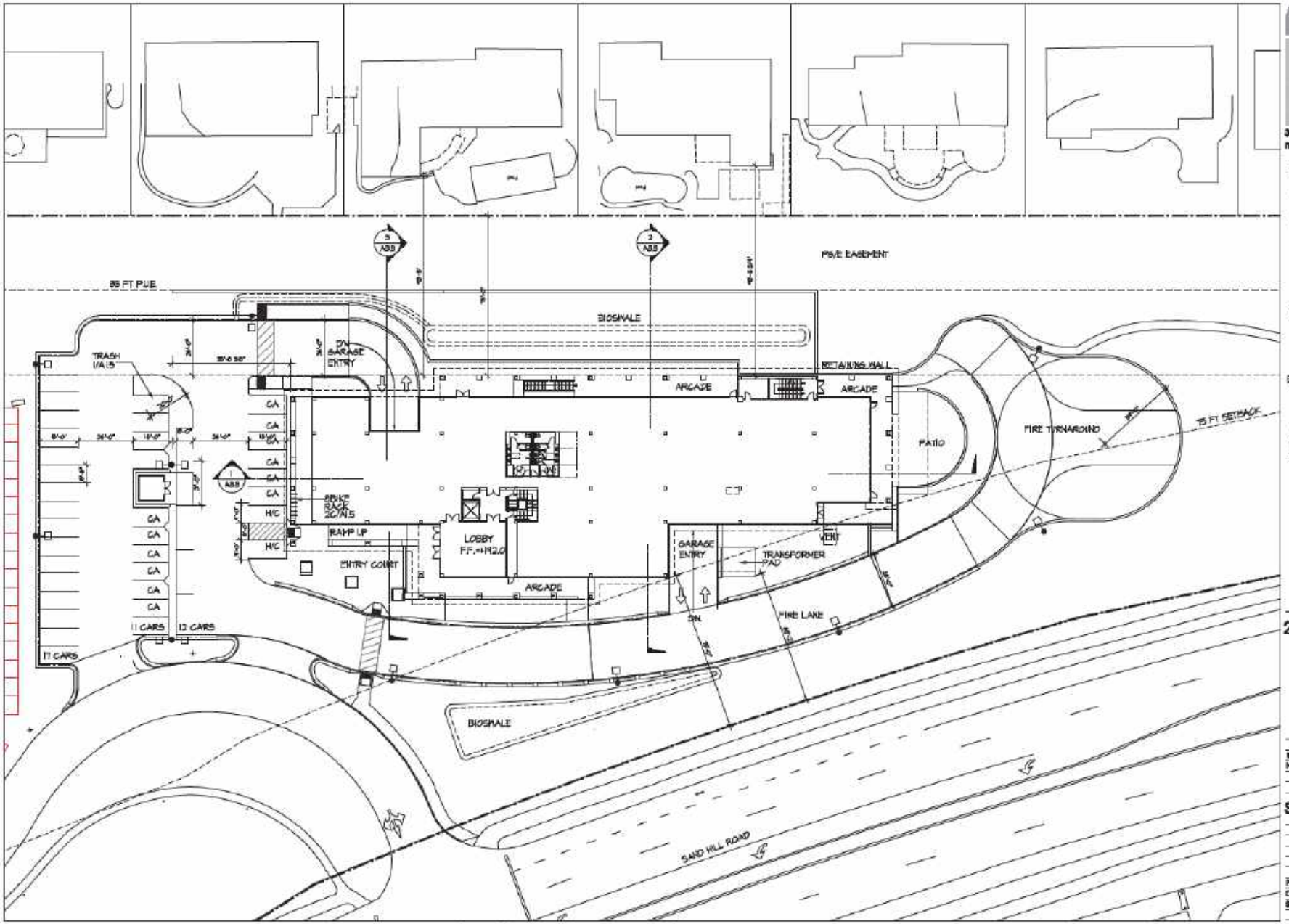

SITE PLAN

SCALE: 1" = 30'-0"

0 20 50 100 FT

ArchiRender Architect
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mail@archirender.com 510-585-6445

SITE LEGEND:

- PARKING LOT LIGHTING-1
- BIKE RACK
- BIKE LOCKER (IN GARAGE)

PARKING: PROPOSED: 154 (TOTAL)

H/C	6
CLEAR AIR (25%) -CA	15
ELEC VEHICLE (5%)-VE (IN GARAGE)	5

BIKE

RACK UNDER ARCADE)	8
LOCKER (IN GARAGE)	8

LANDSCAPE NOTE
TREES AND PLANTING- SEE LANDSCAPE PLAN
TREE REMOVAL- SEE TREE DISPOSITION PLAN

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

SITE PLAN

Project Number	2014A113
Date	03/30/2017
Scale	1'-20'-0"

A2.0

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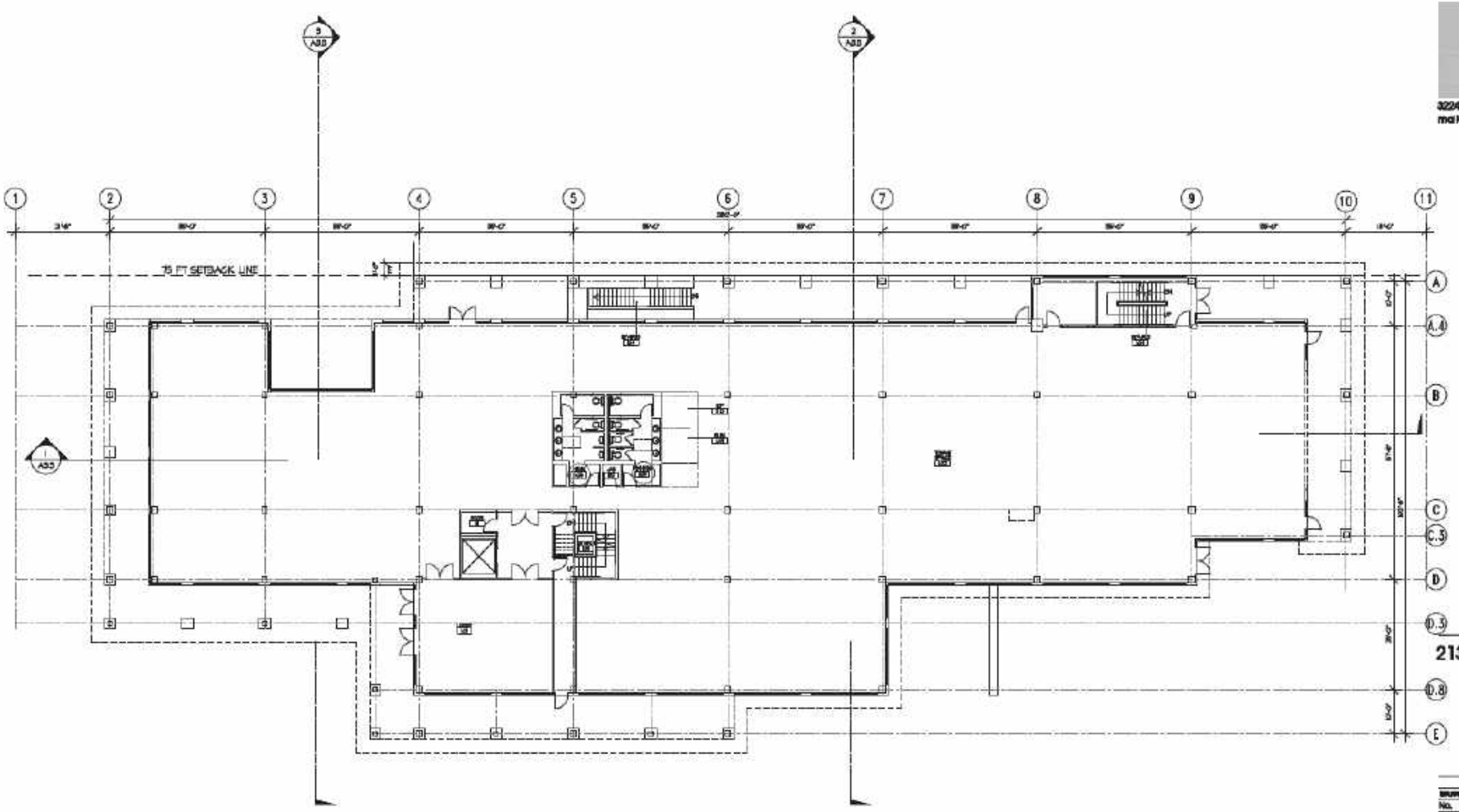

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

1ST FLOOR PLAN

Project Number	2014A113
Date	05/30/2017
Scale	3/32"=1'-0"

A2.1

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1 / A2.1 1ST FLOOR PLAN
SCALE: 3/32"= 1'-0"

0 10 20 50 FT

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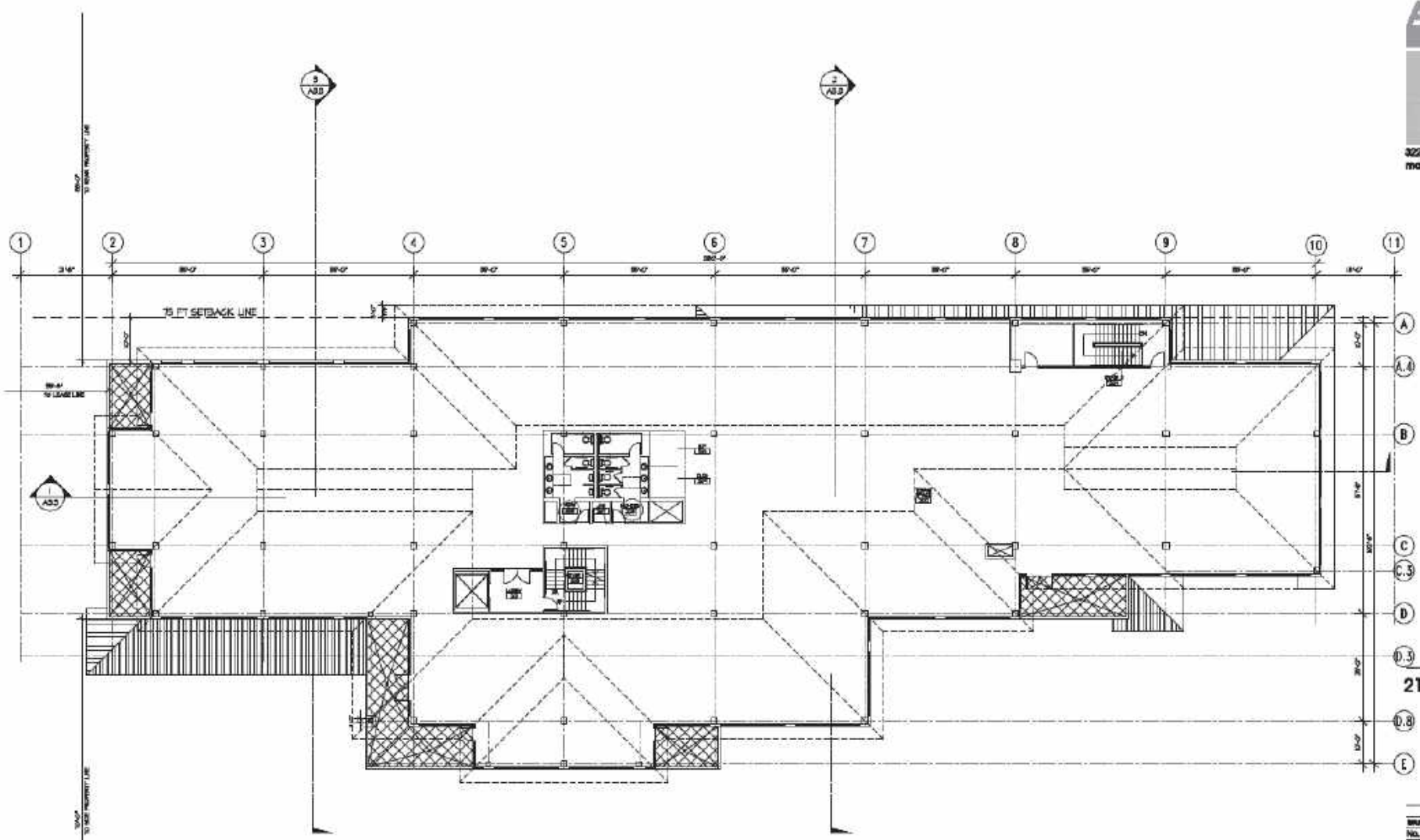

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

2ND FLOOR PLAN

Project Number	2014A113
Date	05/30/2017
Scale	3/32"=1'-0"

A2.2

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1 A2.2 2ND FLOOR PLAN
SCALE: 3/32"= 1'-0"

0 10 20 50 FT

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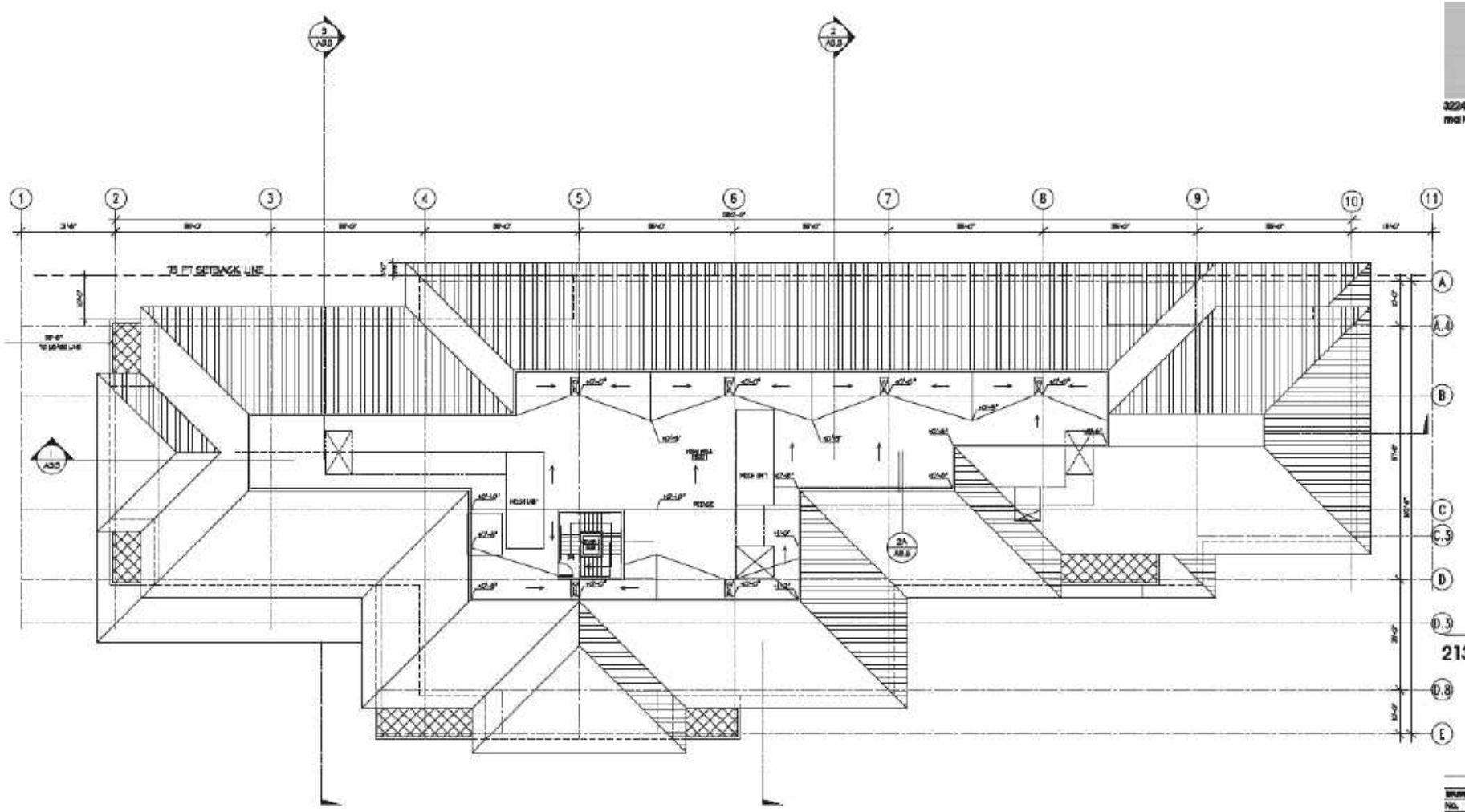

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

ROOF FLOOR PLAN

Project Number	2014A113
Date	05/30/2017
Scale	3/32"=1'-0"

A2.3

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A2.3 ROOF FLOOR PLAN
SCALE: 3/32"= 1'-0"

0 10 20 50 FT

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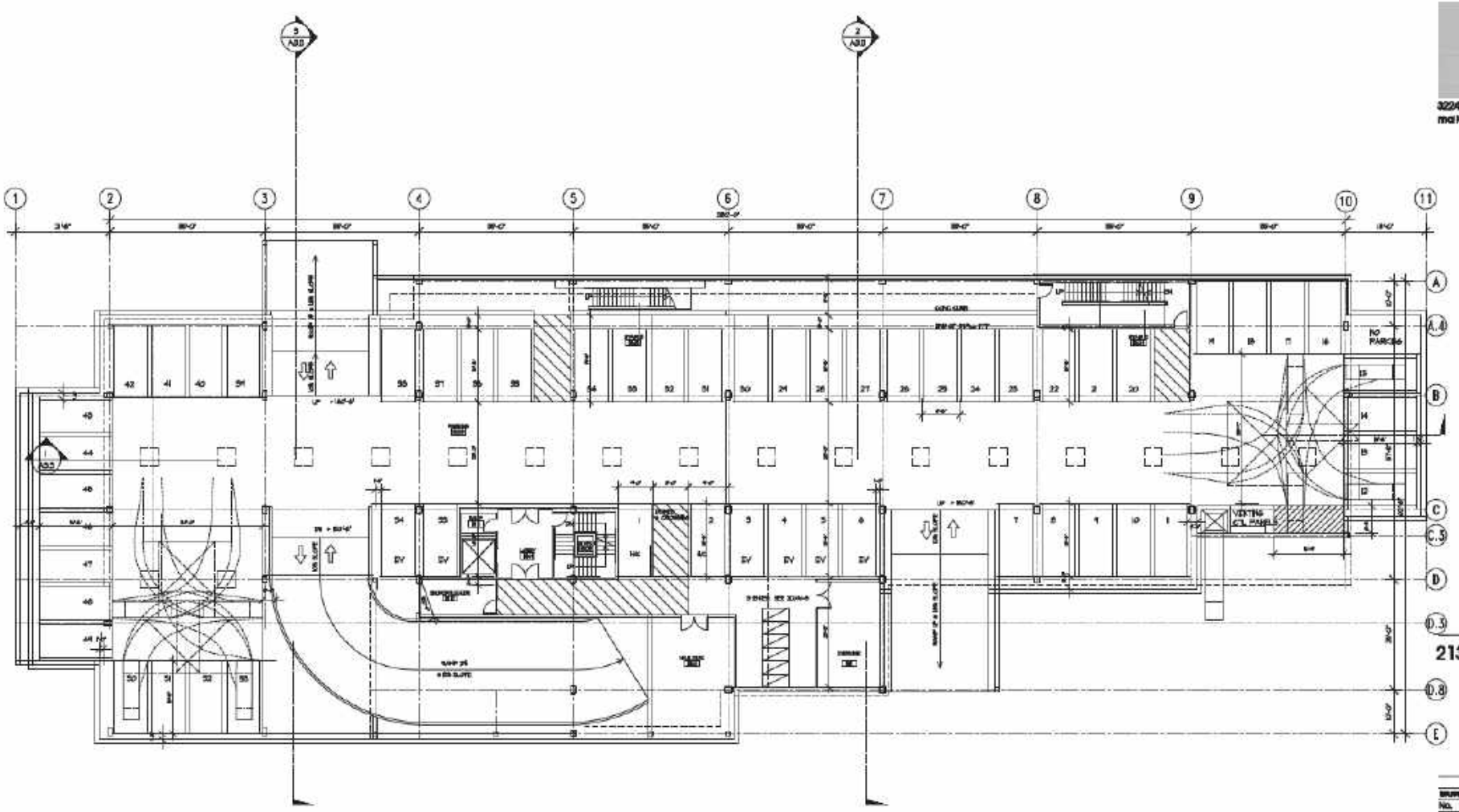

GARAGE LIGHTING

LEVEL 1
TOTAL PARKING: 55
HC 2
EV 5
BIKE LOCKER 6

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

BASEMENT FLOOR PLAN
LEVEL -1

Project Number	2014A113
Date	05/30/2017
Scale	1/16"=1'-0"

A2.4

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A2.4 BASEMENT-1 FLOOR PLAN
SCALE: 1/16"= 1'-0"

0 10 20 50 FT

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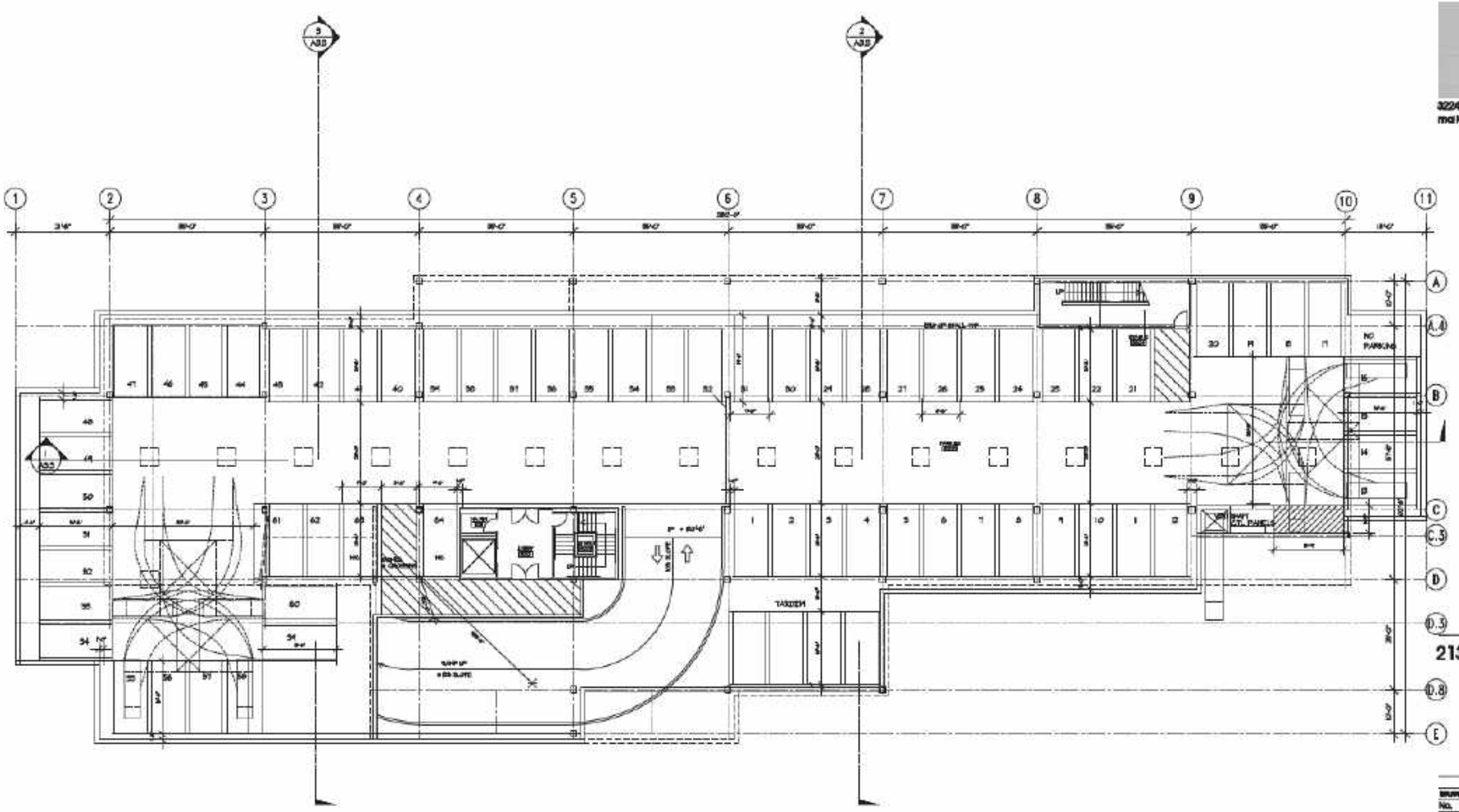

GARAGE LIGHTING

LEVEL 2
TOTAL PARKING: 64
H/C 2

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

BASEMENT FLOOR PLAN
LEVEL-2

Project Number	2014A113
Date	05/30/2017
Scale	1/16"=1'-0"

A2.5

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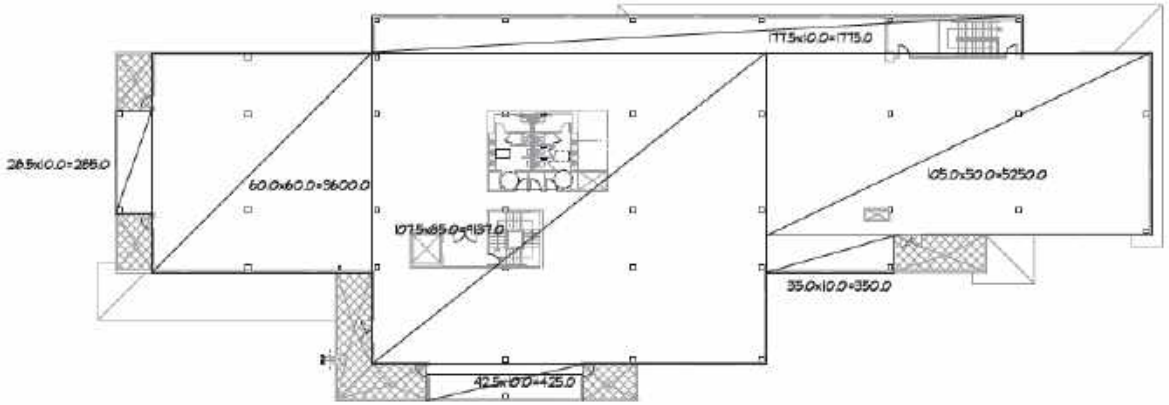
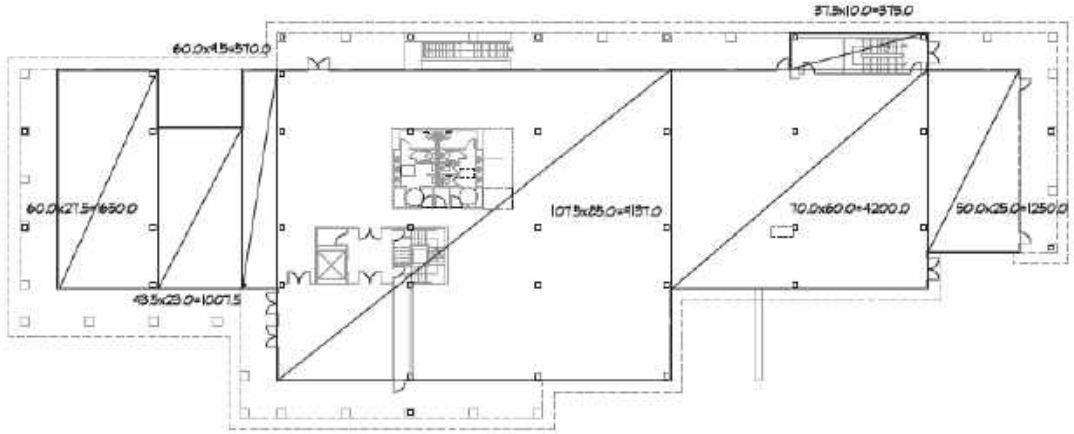
A2.5 BASEMENT-2 FLOOR PLAN
SCALE: 1/16"= 1'-0"

0 10 20 50 FT



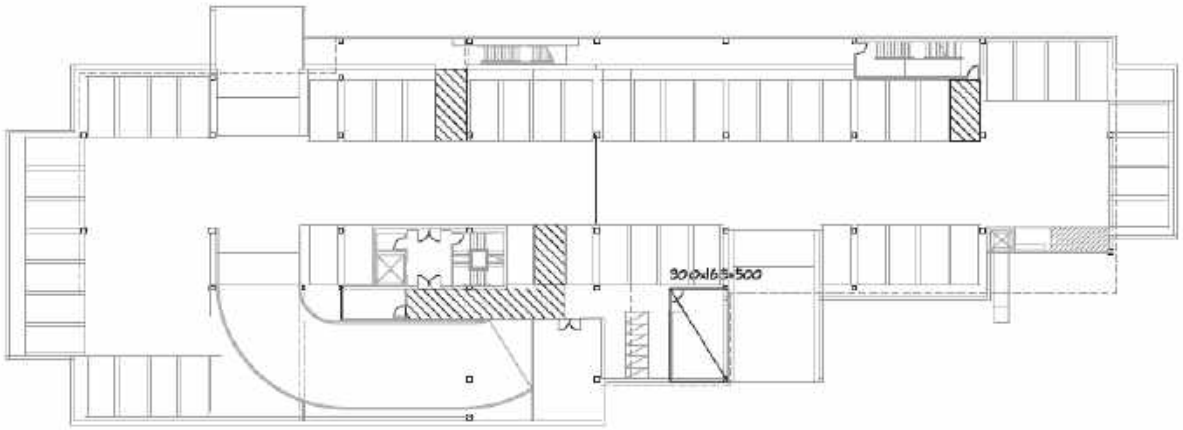
177.5x10.0=1775.0
105.0x50.0=5250.0
35.0x10.0=350.0
42.5x10.0=425.0
107.5x85.0=9137.0
60.0x60.0=3600.0
26.5x10.0=265.0

2ND FLOOR: 20820.0 SF



37.5x10.0=375.0
50.0x25.0=1250.0
70.0x60.0=4200.0
107.5x85.0=9137.0
48.5x25.0=1007.0
60.0x27.5=1650.0
60.0x9.5=570.0

1ST FLOOR: 18190.0 SF

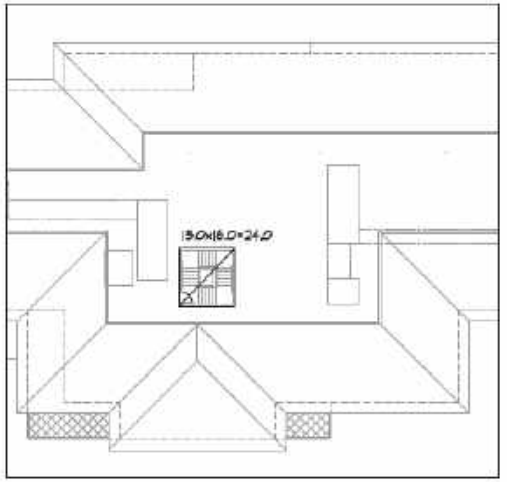


50.0x16.5=500

BASEMENT 1: 500.0 SF

15.0x16.0=240.0

ROOF 1: 240.0 SF



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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By

AREA CALCULATION PLANS

Project Number	2014A113
Date	05/30/2017
Scale	1/16"=1'-0"

A2.6

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A26 AREA CALCULATION PLAN
SCALE: 1/16"=1'-0"

0 10 30 60 FT

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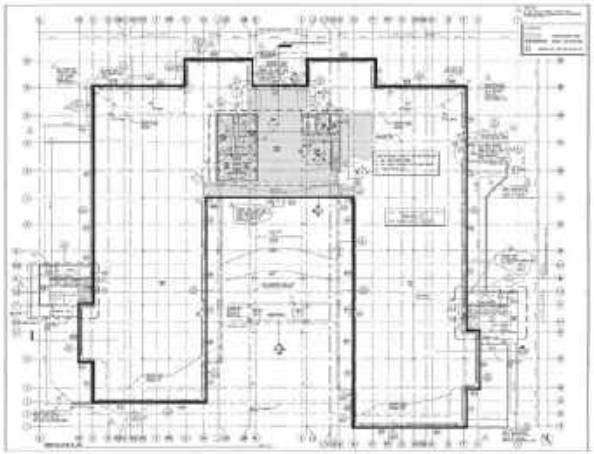
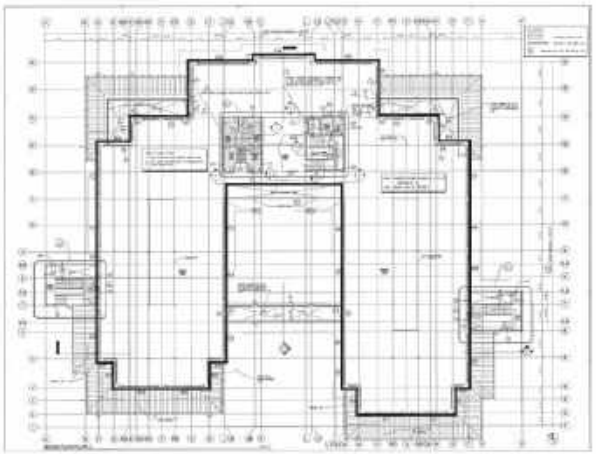
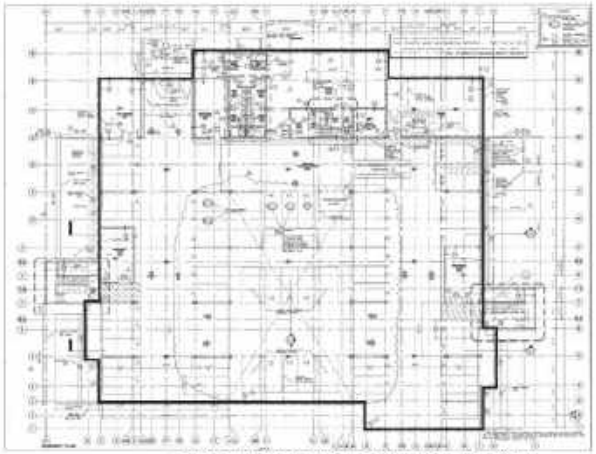


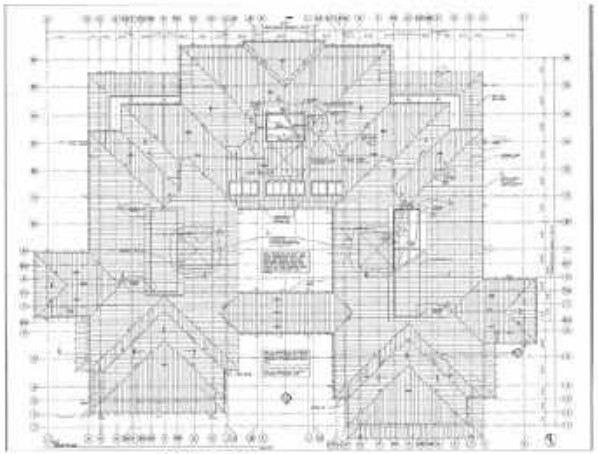
1ST FLOOR - 24,512 SF



2ND FLOOR - 23,512 SF



GARAGE - 35,106 SF (INCLUDE 2,652 SF EXERCISE RM)



ROOF - 0 SF

1 / A2.7 GFA DIAGRAM
SCALE: 1" = 30'-0"

GROSS FLOOR AREA

1ST FLOOR	24,512 SF
2ND FLOOR	23,512 SF
TOTAL	48,024 SF
BASEMENT	35,106 SF

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

HEWLETT FOUNDATION BLDG
FGA DIAGRAM
(RERFERENCE ONLY)

Project Number	2014A113
Date	05/30/2017
Scale	1'-30'-0"

A2.7

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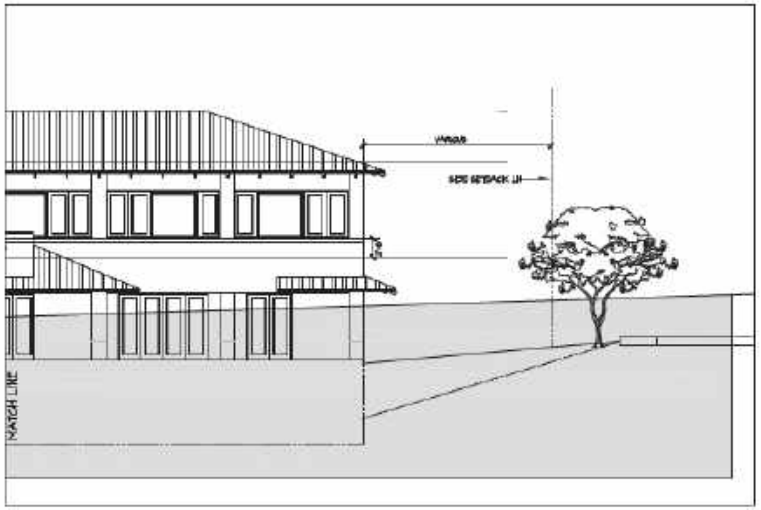
1 A3.1 FRONT ELEVATION (FROM SANDHILL ROAD)



2 A3.1 LEFT ELEVATION

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

ELEVATIONS

Project Number	2014A113
Date	08/30/2017
Scale	1/16"=1'-0"

A3.1

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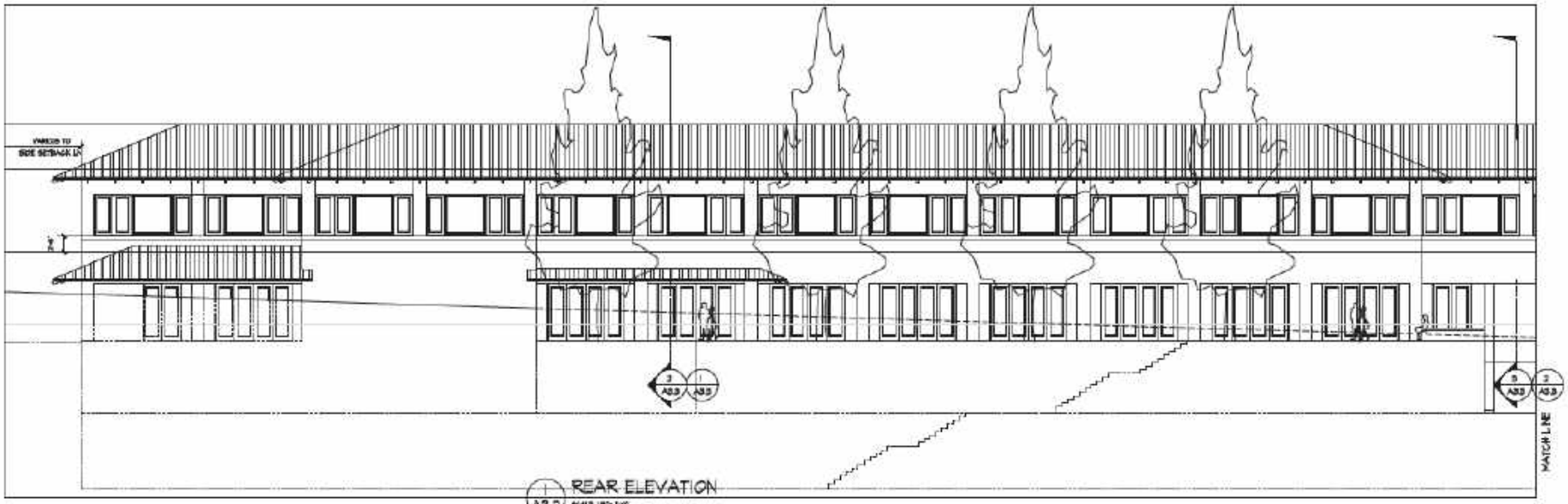
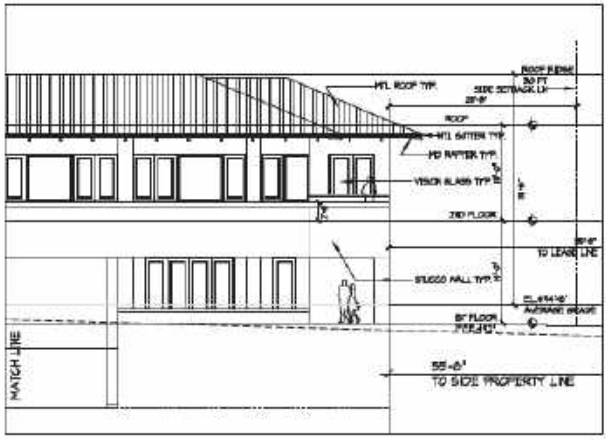
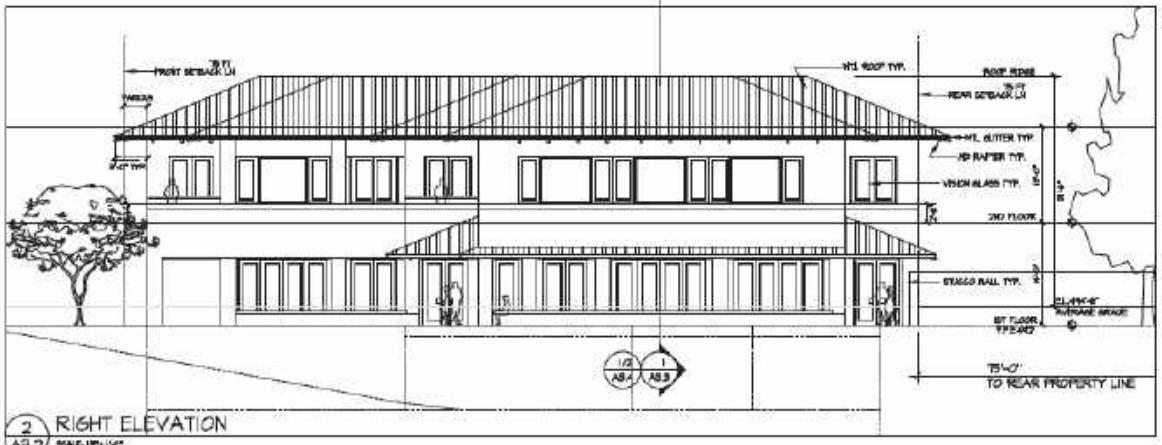


1 A3.2 REAR ELEVATION





2 A3.2 RIGHT ELEVATION

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

ELEVATIONS

Project Number	2014A113
Date	09/30/2015
Scale	1/16"=1'-0"

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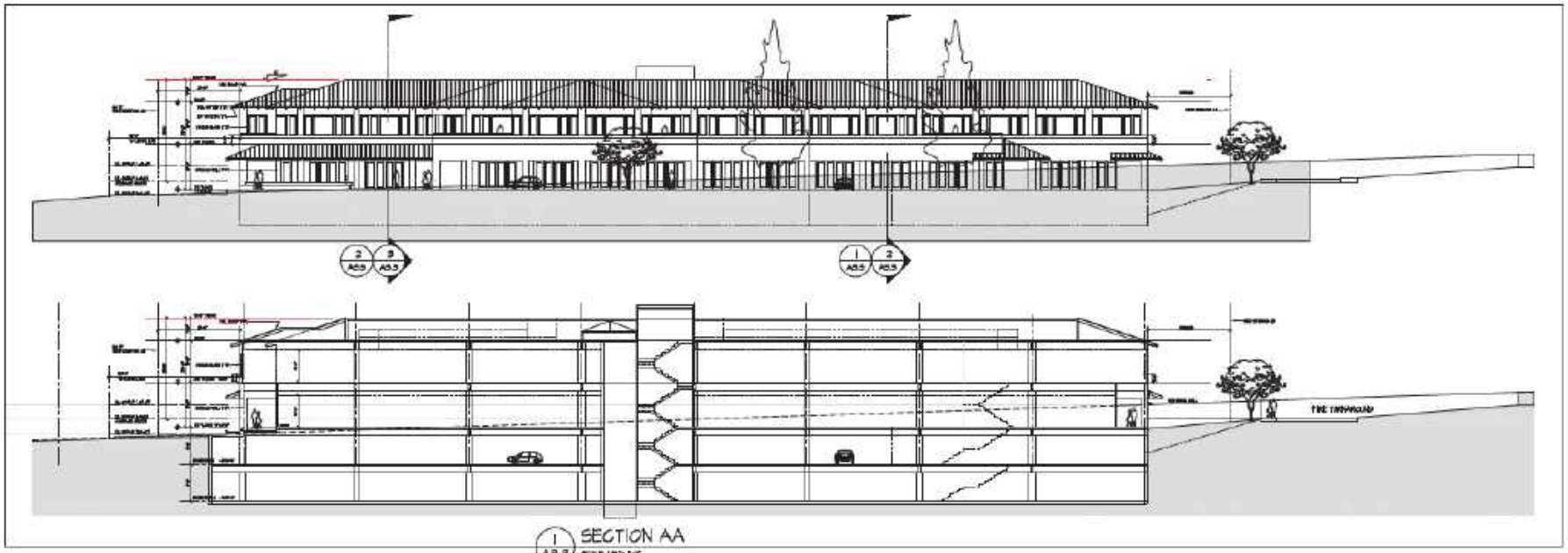
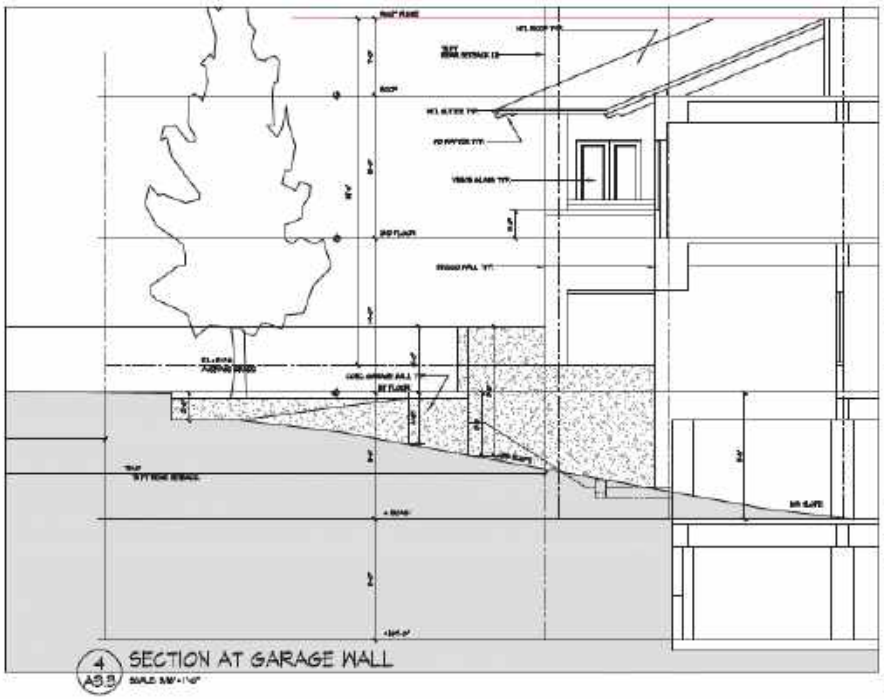
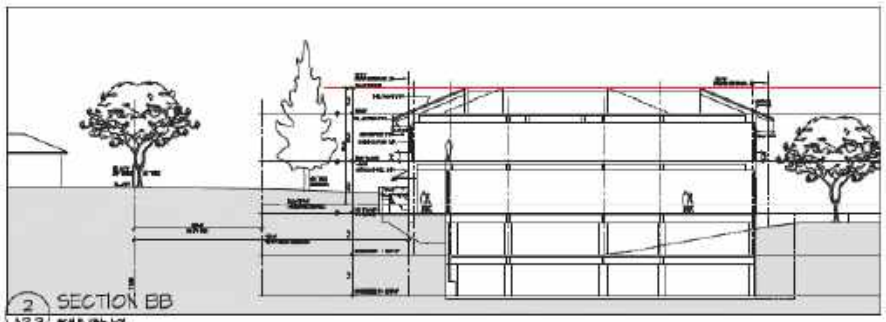


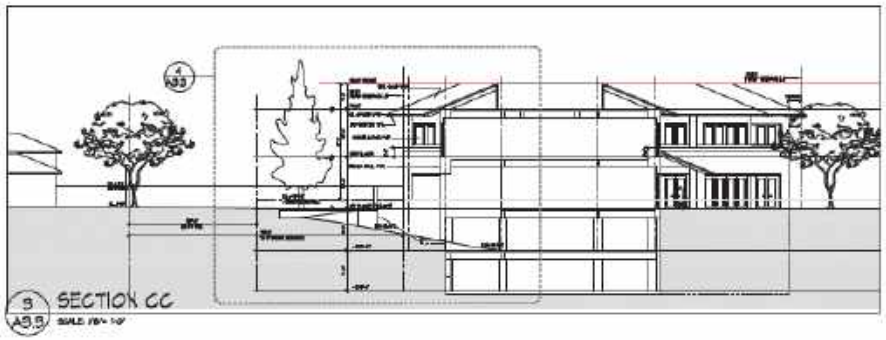
1 A3.3 SECTION AA



4 A3.3 SECTION AT GARAGE WALL



2 A3.3 SECTION BB



3 A3.3 SECTION CC

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

ELEVATIONS
SECTIONS

Project Number	2014A113
Date	05/20/2015
Scale	1/16"=1'-0"

A3.3

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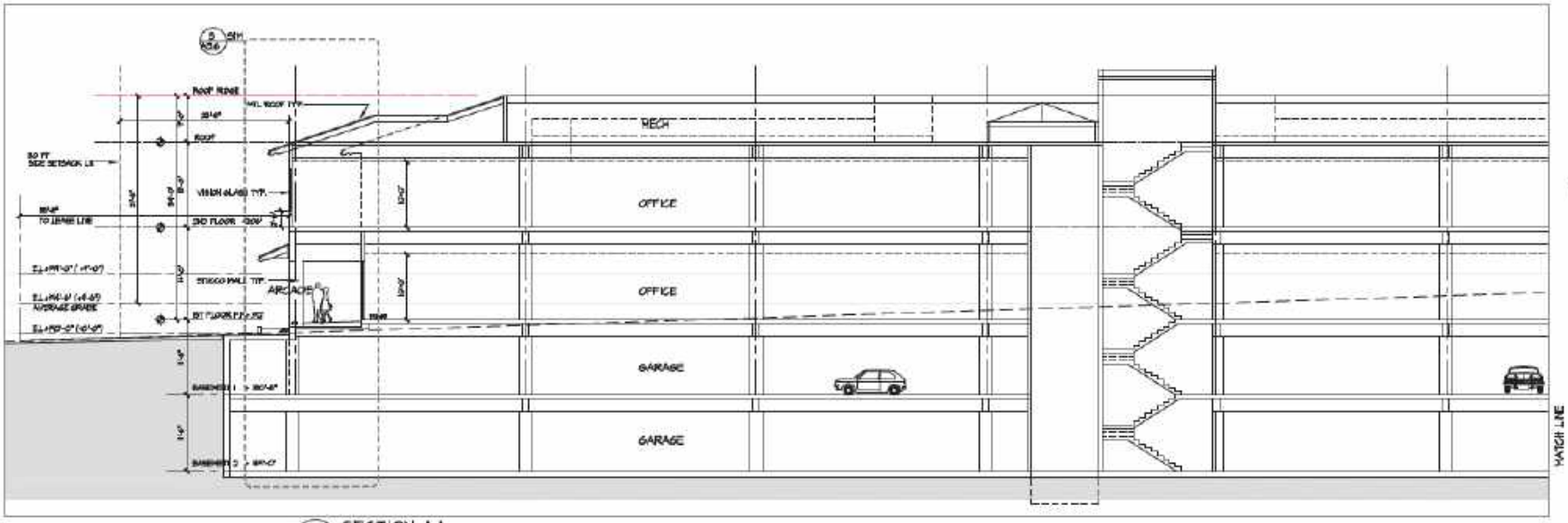
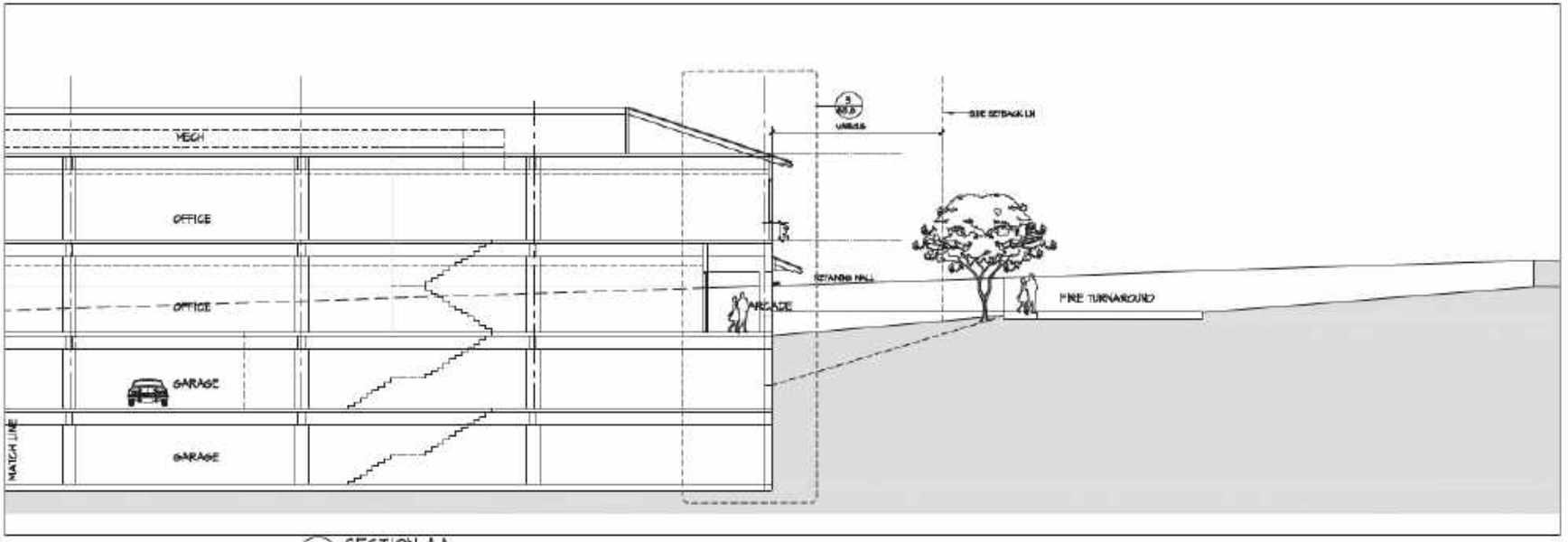


1 A3.4 SECTION AA



2 A3.4 SECTION AA

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

SECTIONS

Project Number	2014A113
Date	06/30/2015
Scale	1/16"=1'-0"

A3.4

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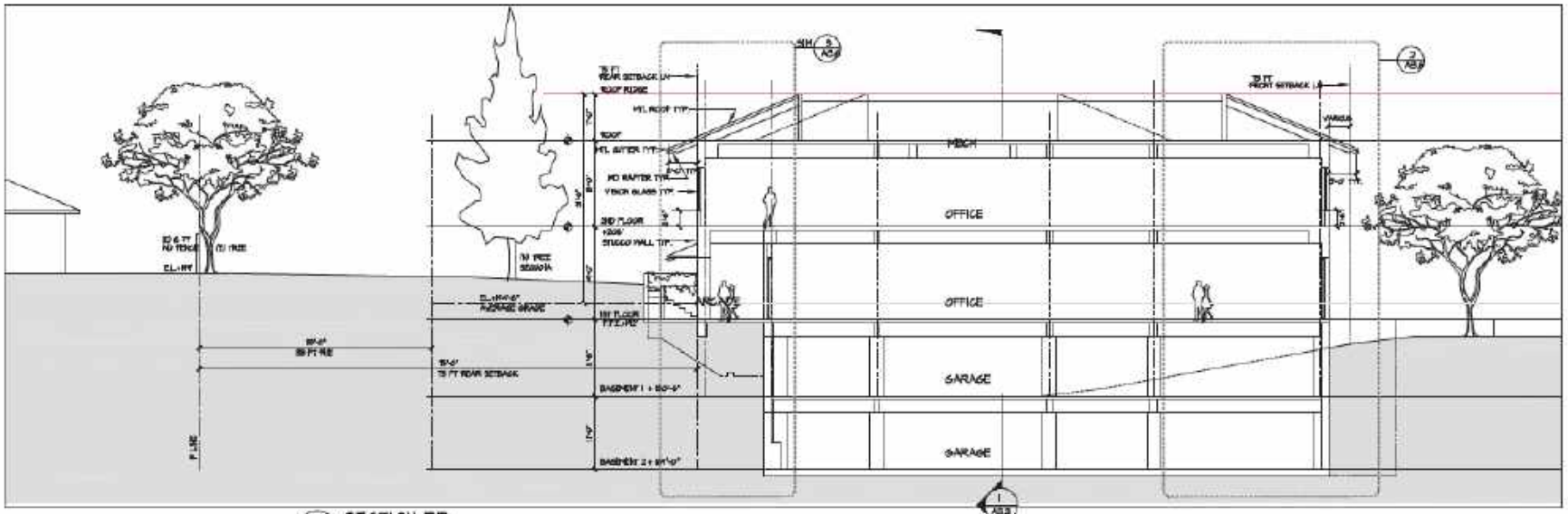
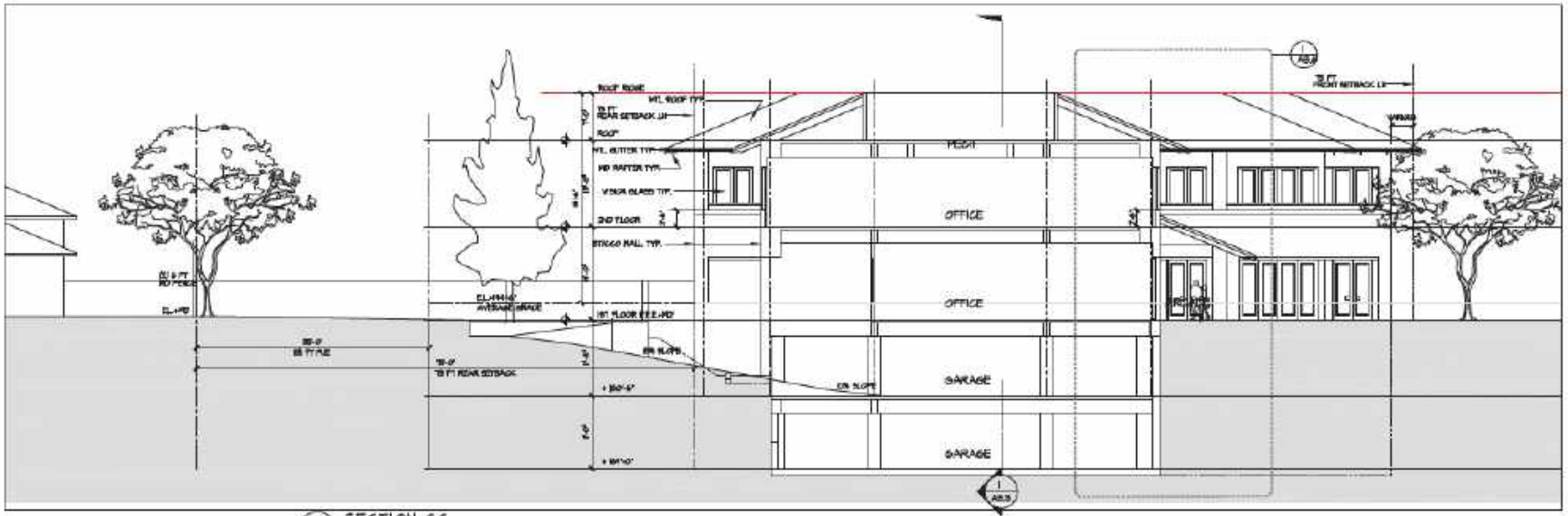


1 A3.5 SECTION BB

SCALE: 3/16"=1'-0"



2 A3.5 SECTION CC

SCALE: 3/16"=1'-0"

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

SECTIONS

Project Number	2014A113
Date	06/30/2017
Scale	3/16"=1'-0"

A3.5

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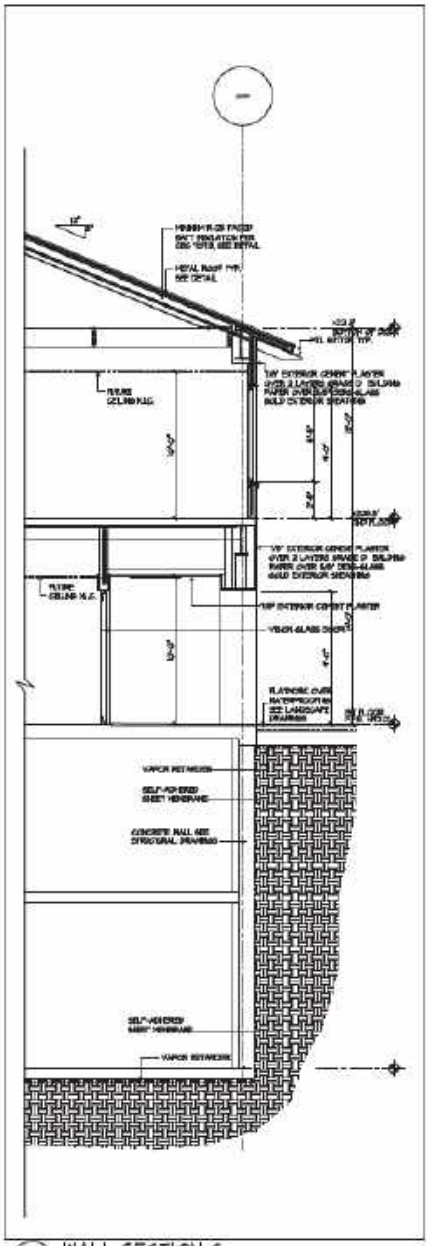
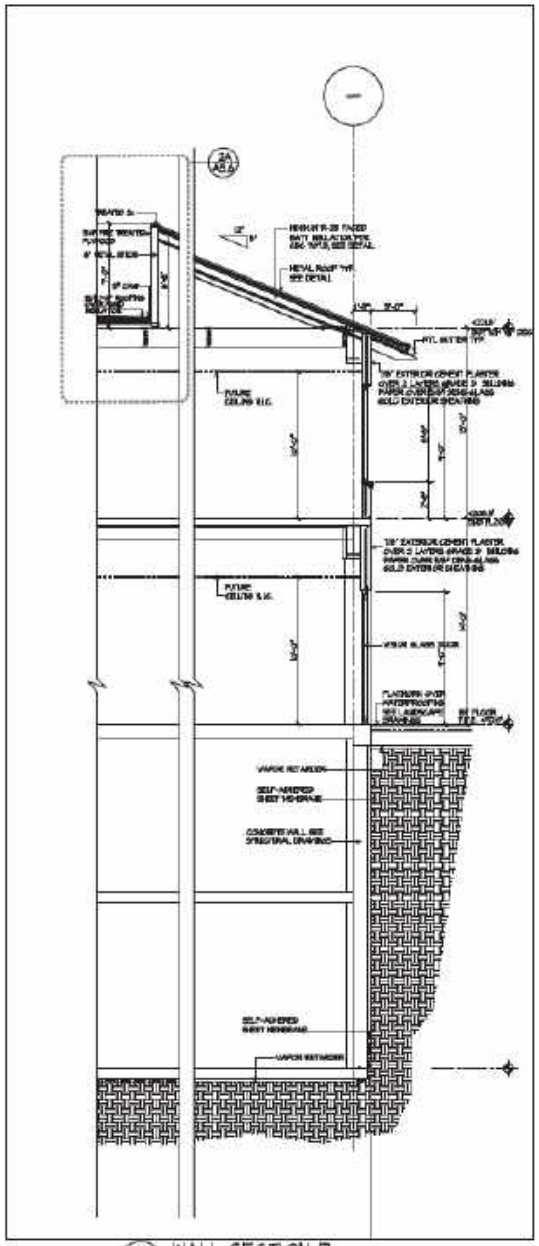
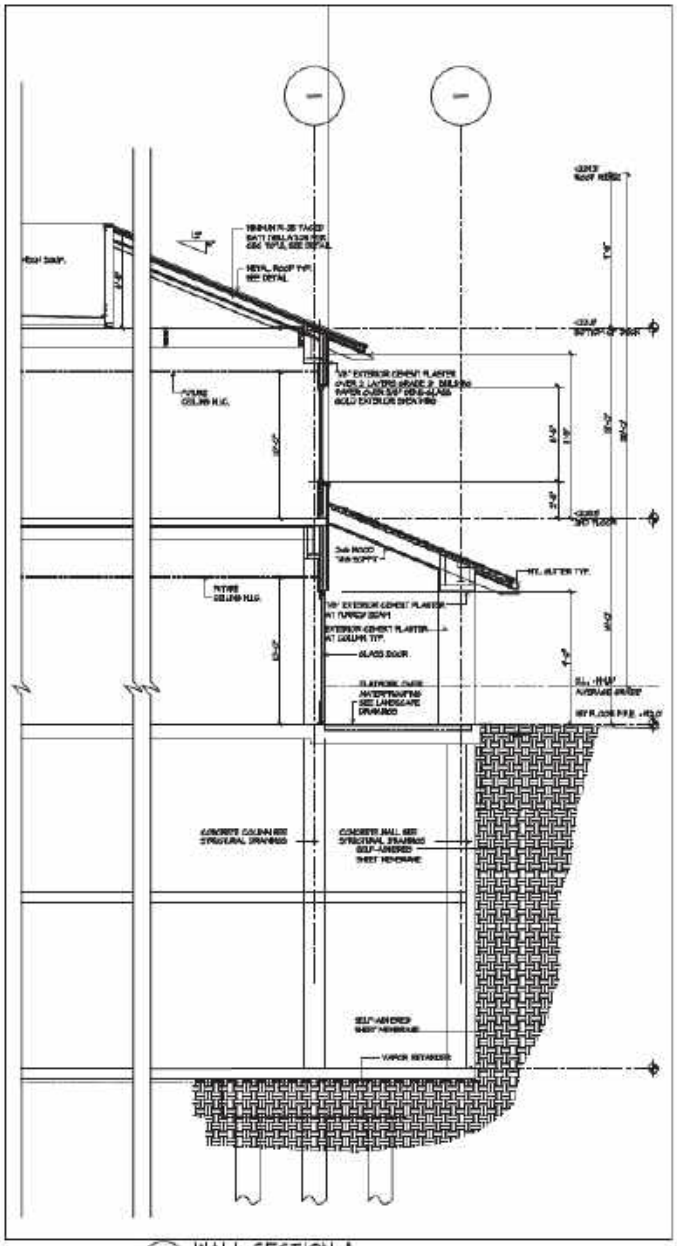


3 A3.6 WALL SECTION C
SCALE: 3/4"= 1'-0"



2 A3.6 WALL SECTION B
SCALE: 3/4"= 1'-0"



1 A3.6 WALL SECTION A
SCALE: 3/4"= 1'-0"

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mail@archirender.com 510-585-6445

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By

WALL SECTIONS

Project Number	2014A113
Date	08/30/2017
Scale	1/4"=1'-0"

A3.6

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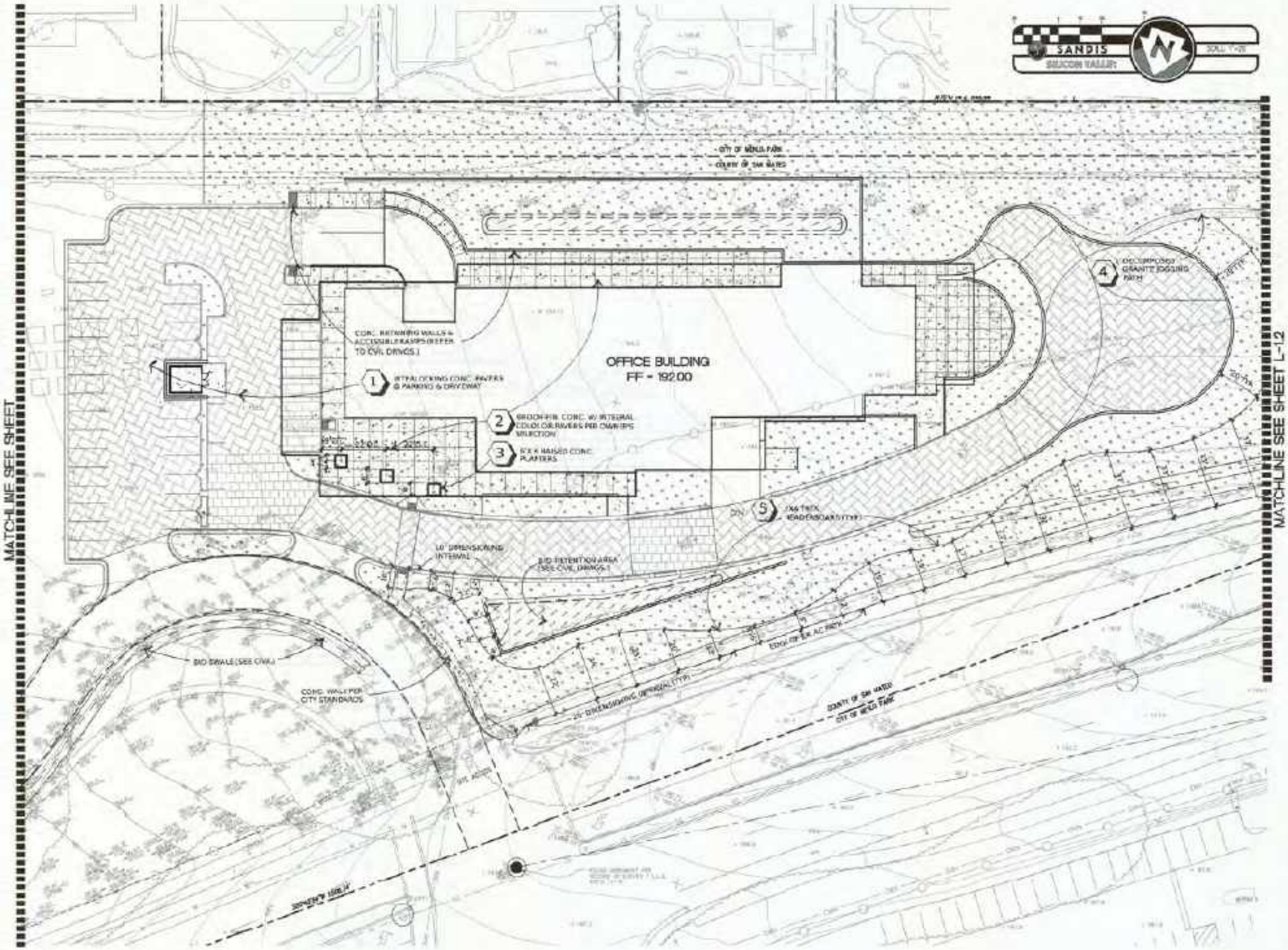

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LALDERBAUGH ASSOCIATES
Landscape Architecture/Planning
1699 Polo Santo Drive
Campbell, California 95008
(408) 374-4962 / (408) 374-4963

DATE MAY 26, 2017

JAMES A. LALDERBAUGH
C.L.A., NO. 2414

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2015	Planning Submittal	
2	08/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/03/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE CONSTRUCTION PLAN

Project Number:	2151D
Date:	05/30/2017
Scale:	1" = 20'

L-1.1

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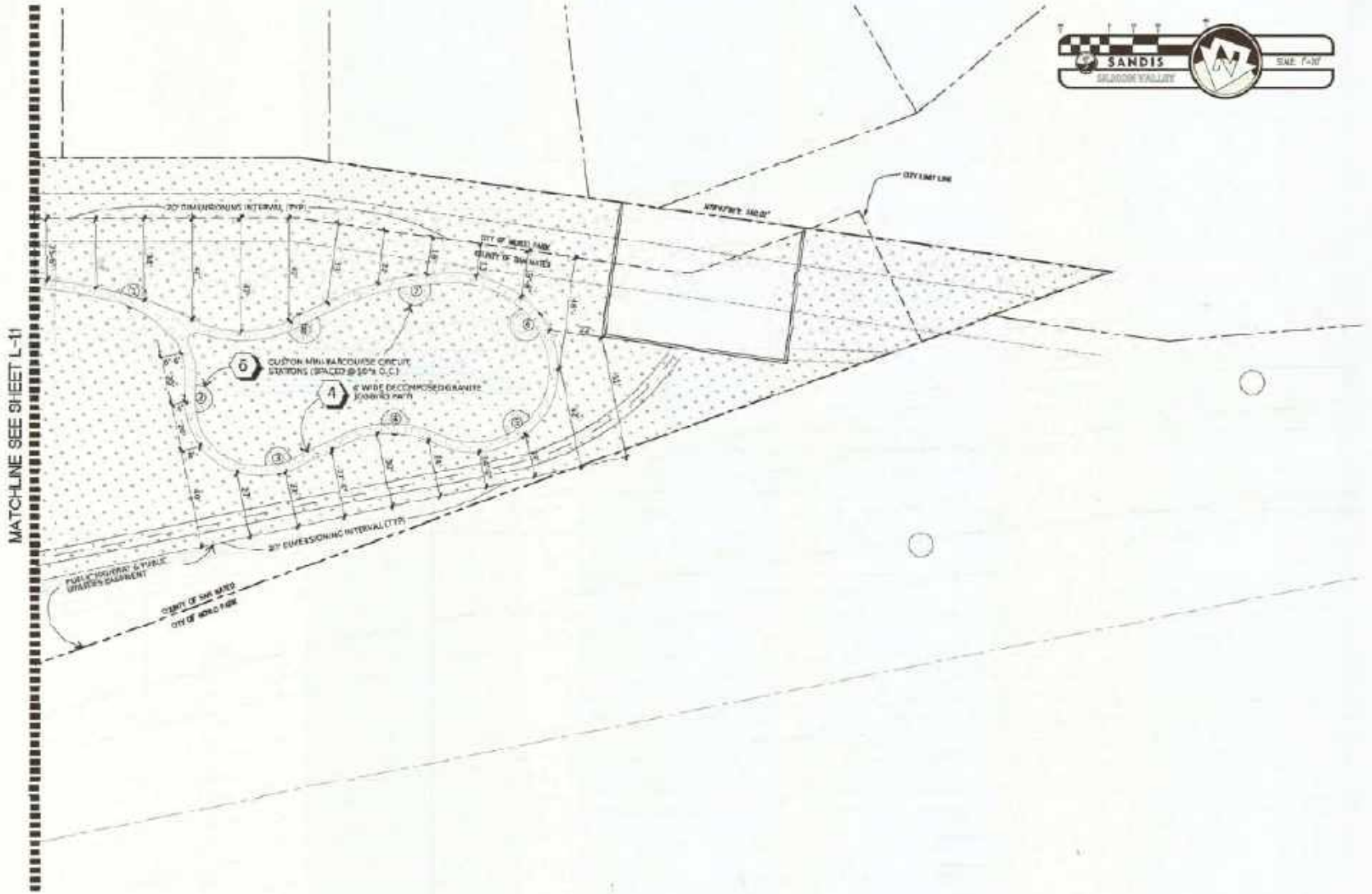

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DATE: MAY 30, 2017

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CA S.C. NO. 2611

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2015	Planning Submittal	
2	08/25/2016	Planning Resubmittal 1	
3	11/28/2016	Planning Resubmittal 2	
4	03/03/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE CONSTRUCTION PLAN

Project Number: 15012
Date: 05/30/2017
Scale: 1" = 20'

L-1.2

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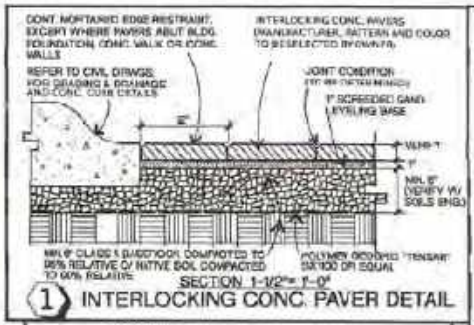
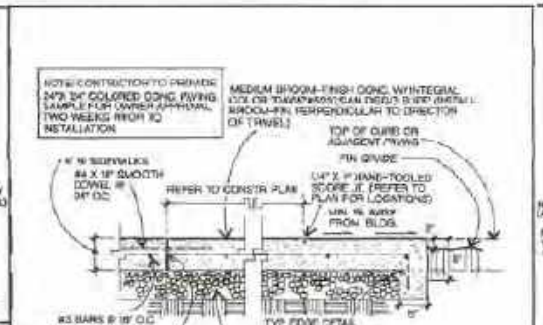
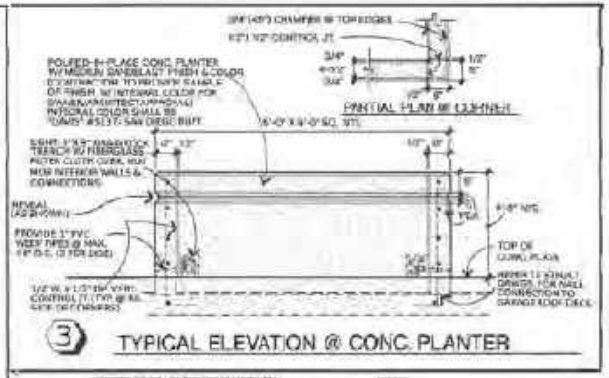


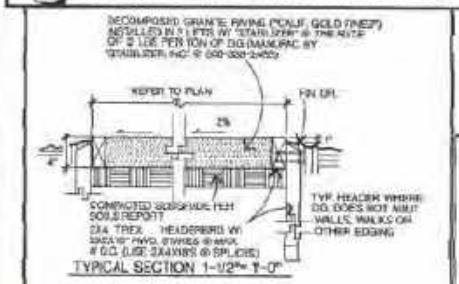
1 INTERLOCKING CONC. PAVER DETAIL



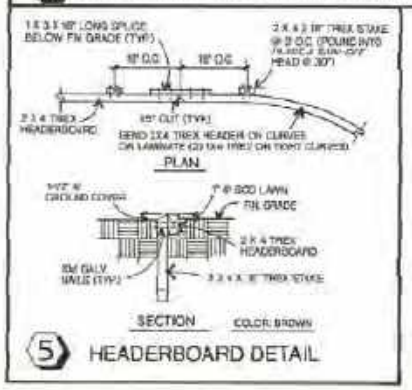
2 CONC. SIDEWALK AND ENTRY PLAZA



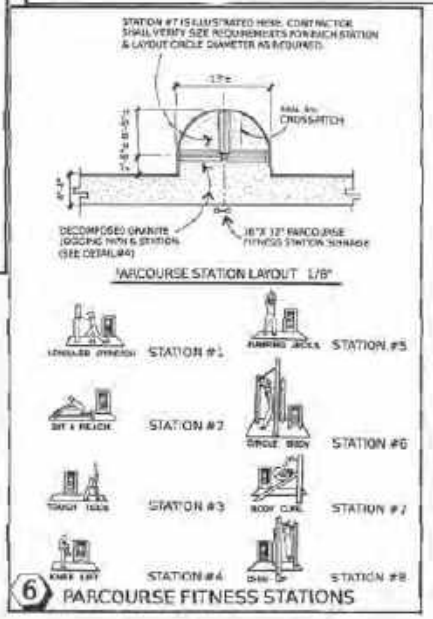
3 TYPICAL ELEVATION @ CONC. PLANTER



4 DECOMPOSED GRANITE PAVING



5 HEADERBOARD DETAIL



6 PARCOURSE FITNESS STATIONS

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2131 SAND HILL ROAD
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MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2015	Planning Submittal	
2	08/04/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	06/02/2017	Planning Resubmittal 3	
5	08/30/2017	Planning Resubmittal 4	

LANDSCAPE CONSTRUCTION DETAILS & IRRIGATION WATER-USE CALCULATIONS

Project Number:	2151G2
Date:	08/30/2017
Scale:	NO SCALE

L-1.3

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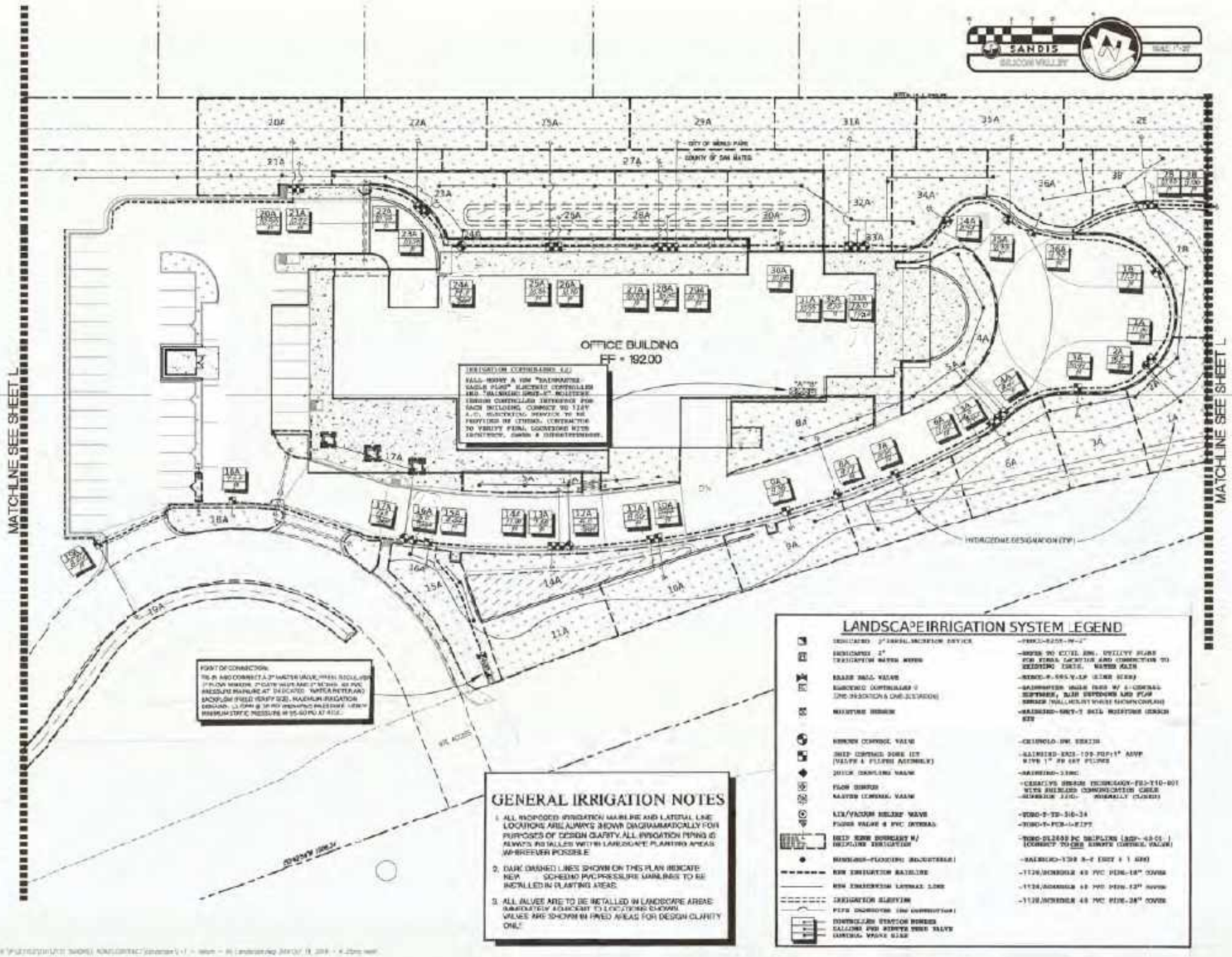

LANDSCAPE IRRIGATION SYSTEM LEGEND

GENERAL IRRIGATION NOTES

1. ALL INDICATED IRRIGATION MAINLINE AND LATERAL LINE LOCATIONS ARE ALWAYS SHOWN DIAGRAMMATICALLY FOR PURPOSES OF DESIGN CLARITY. ALL IRRIGATION PIPING IS ALWAYS INSTALLED WITHIN LANDSCAPE PLANTING AREAS WHEREVER POSSIBLE.
2. DARK DASHED LINES SHOWN ON THIS PLAN INDICATE NEW SCHEDULE 40 PVC PRESSURE MAINLINES TO BE INSTALLED IN PLANTING AREAS.
3. ALL VALVES ARE TO BE INSTALLED IN LANDSCAPE AREAS IMMEDIATELY ADJACENT TO LOCATIONS SHOWN. VALVES ARE SHOWN IN PAVED AREAS FOR DESIGN CLARITY ONLY.

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	10/04/2016	Planning Submittal	
2	08/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/03/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE IRRIGATION PLAN

Project Number: 315100
Date: 05/30/2017
Scale: 1" = 20'

L-2.0

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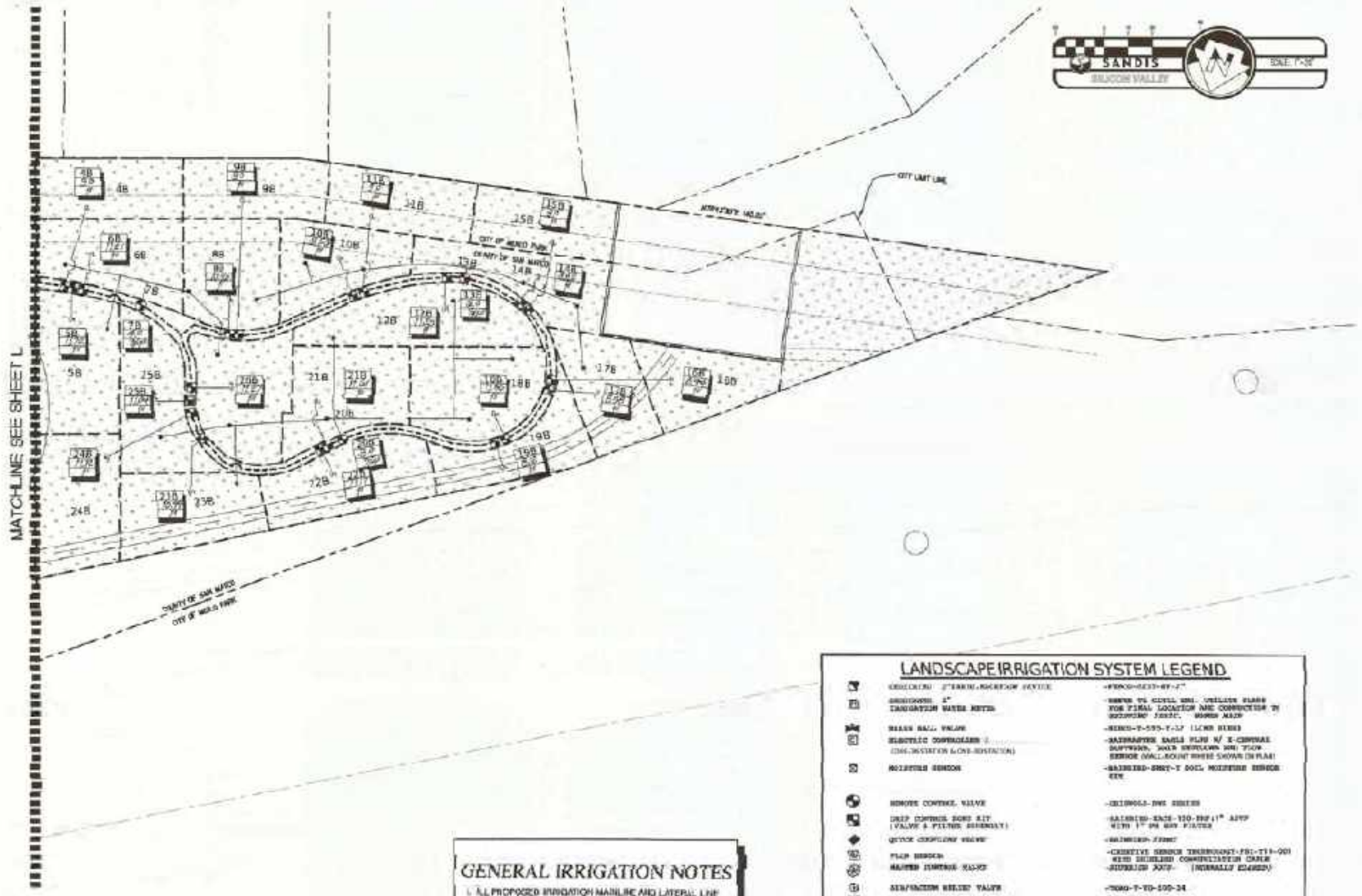

SANDIS
SILICON VALLEY
SCALE: 1"=20'

GENERAL IRRIGATION NOTES

1. ALL PROPOSED IRRIGATION MAINLINE AND LATERAL LINE LOCATIONS ARE ALWAYS SHOWN DIAGRAMMATICALLY FOR PURPOSES OF DESIGNING. ANY & ALL IRRIGATION PIPING IS ALWAYS INSTALLED WITHIN LANDSCAPE PLANTING AREAS WHEREVER POSSIBLE.
2. DARK DASHED LINES SHOWN ON THIS PLAN INDICATE NEW SCHEDULE 40 PVC PRESSURE MAINLINES TO BE INSTALLED IN PLANTING AREAS.
3. ALL VALVES ARE TO BE INSTALLED IN LANDSCAPE AREAS IMMEDIATELY ADJACENT TO LOCATIONS SHOWN. VALVES ARE SHOWN IN PAVED AREAS FOR DESIGN CLARITY ONLY.

LANDSCAPE IRRIGATION SYSTEM LEGEND

	MASTER VALVE	-RBM-T-075-T-12 (LOCK BOX)
	ELECTRIC CONTROLLER (SMARTSTATION & ONE-STATION)	-RAINMASTER EAGLE PLUS W/ E-CENTRAL SOFTWARE, RAIN SHUTDOWN SW; FLOW SENSOR (WALL-MOUNT WHERE SHOWN IN PLAN)
	MOISTURE SENSOR	-RAINBIRD-SMRT-Y DUAL MOISTURE SENSOR SYS
	REMOTE CONTROL VALVE	-CRIMPOLD-PRS SERIES
	DRIP CONTROL ZONE KIT (VALVE & FILTER ASSEMBLY)	-RAINBIRD-XCZ-100-PRF-1" ASVF WITH 1" PRS DRY FILTER
	QUICK COUPLING VALVE	-RAINBIRD-33DNP
	FLOW SENSOR	-CREATIVE SENSOR TECHNOLOGY-FSC-T75-001 WITH SHIELDED COMMUNICATION CABLE
	MASTER CONTROL VALVE	-HUNTER ACTU- (NORMALLY CLOSED)
	PRESSURE RELIEF VALVE	-THRU-T-TO-100-24
	FLUSH VALVE & PVC LATERAL	THRU-T-VCH-S-ECVH
	DRIP ZONE POTABLE W/ CHECKLINE IRRIGATION	-THRU-1620G DU GREENLINE (ADP-CV-01) 1 (CONNECT TO ONE REMOTE CONTROL VALVE)
	EXPANSION-FOAMING (AS/NEEDED)	-RAINBIRD-1306 A-F (100 # 1 CHK)
	NEW IRRIGATION MAINLINE	-1120/SCHEDULE 40 PVC SIZE-1/2" COVER
	NEW IRRIGATION LATERAL LINE	-1120/SCHEDULE 40 PVC SIZE-1/2" COVER
	IRRIGATION SLEEVING	-1120/SCHEDULE 40 PVC SIZE-24" COVER
	VIEW CONSERVER (NO CONNECTION)	
	CONTROLLER STATION NUMBER (VALVE AND SPRINKLER HEAD VALVE CONTROL VALVE SIZE)	

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DATE: MAY 30, 2017

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	05/25/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	05/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE IRRIGATION PLAN

Project Number: 2131.02
Date: 05/30/2017
Scale: 1"=20'

L-2.1

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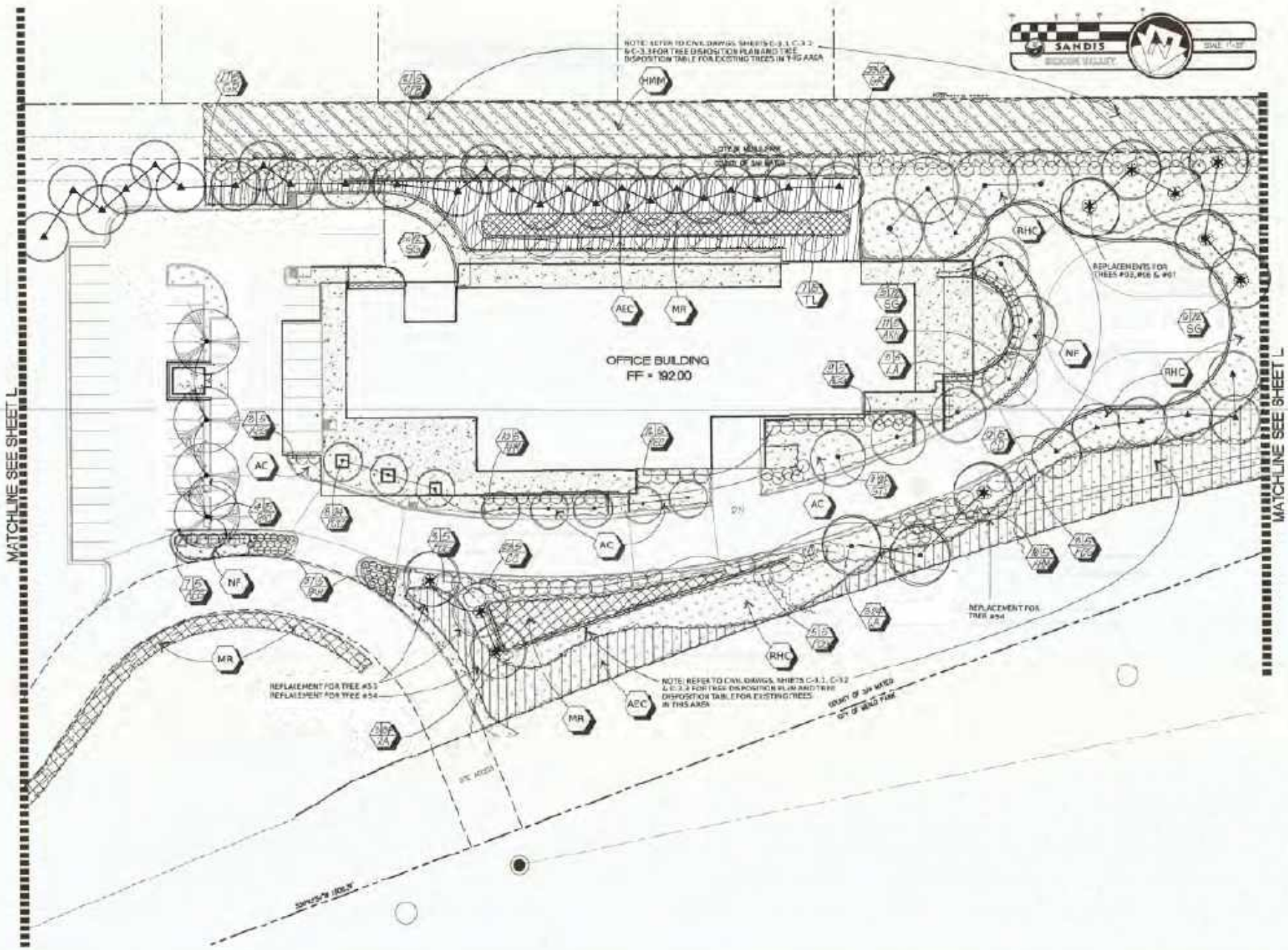

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DATE MAY 31, 2017

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	10/04/2016	Planning Submittal	
2	08/09/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/03/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE PLANTING PLAN

Project Number	216103
Date	05/30/2017
Scale	1" = 20'

L-3.0

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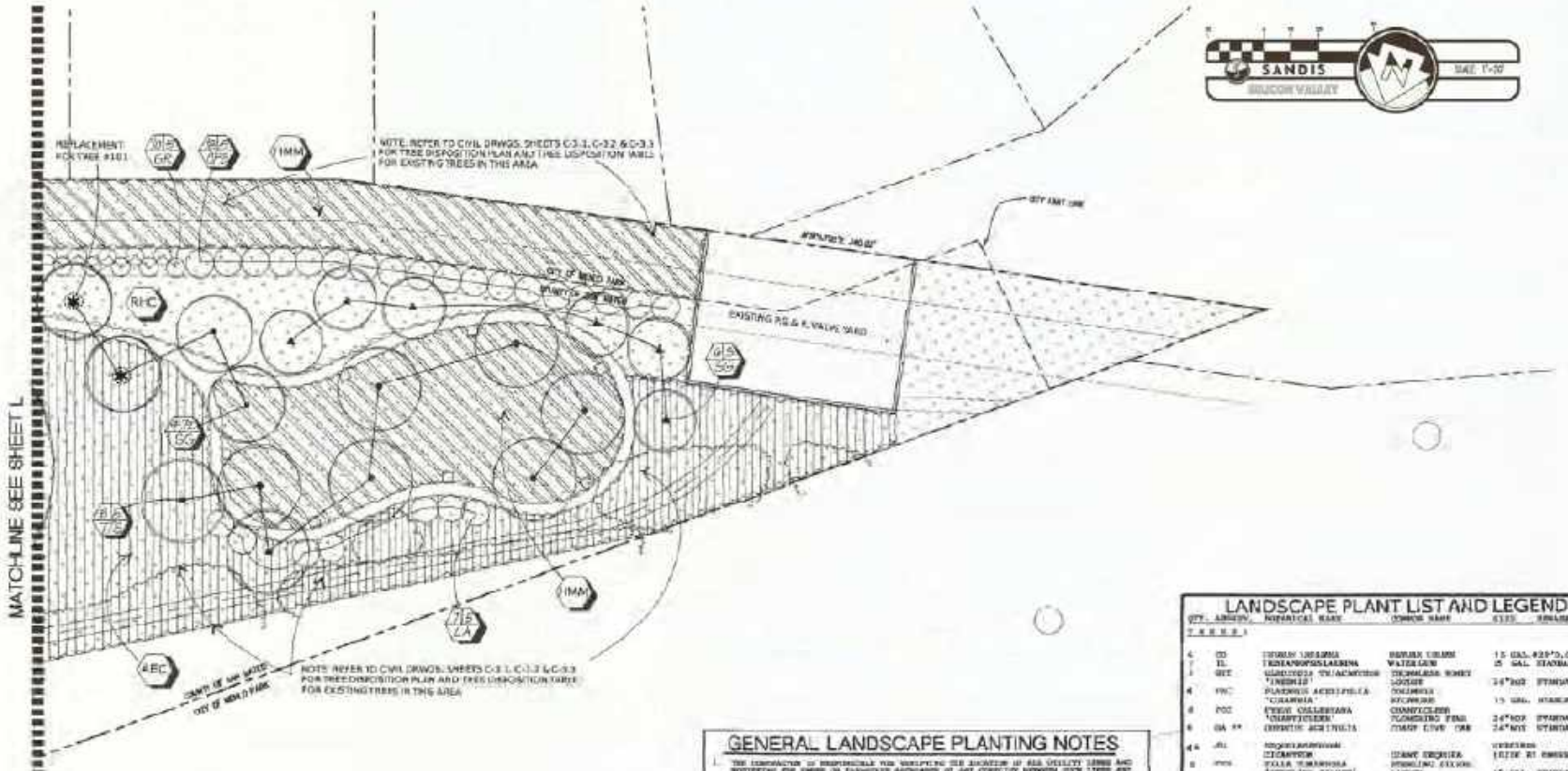

SANDIS
SILICON VALLEY
SCALE: 1"=20'

PLANTING KEY

QUANTITY
(S= SPECIMEN SIZE PER OWNER)
CONTAINER SIZE
PLANT ABBREVIATION

* = REPLACEMENT TREES PER CITY REQUIREMENTS

GENERAL LANDSCAPE PLANTING NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR LOCATING THE LOCATION OF ALL UTILITY LINES AND NOTIFYING THE OWNER OR RESPECTIVE AGENCIES OF ANY CONFLICTS BETWEEN SUCH LINES AND CONSTRUCTION, GRADING, EXCAVATION AND PLANTING OPERATIONS. FAILING TO PERFORM THESE PROCEDURES THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REPAIR ALL DAMAGE RESULTING FROM HIS WORK.
2. PLANT IDENTIFYING AND INDICATED FOR INFORMATION ONLY. THE CONTRACTOR SHALL VERIFY THE EXACT COUNT FROM THE LANDSCAPE PLANTING PLAN.
3. THE FINAL LOCATION OF ALL PLANTS SHALL BE ADJUSTED IN THE FIELD TO ACCOMMODATE EXISTING UTILITIES AND OTHER OBJECTS, AS DIRECTED BY THE LANDSCAPE ARCHITECT.
4. ALL GROUPS SHALL BE PLANTED 3" ABOVE FINISH GRADE SO AS TO ALLOW FOR SETTLEMENT. ANY SUNKEN AREAS SHALL HAVE THE MINIMUM CROWN ABOVE FINISH GRADE AS SHOWN ON THE PLANS. CORRECTIONS WILL BE MADE BY THE CONTRACTOR'S EXPENSE.
5. WEED CONTROL: TWO WEEKS PRIOR TO PLANTING, ALL PLANTING AREAS SHALL BE SPRAYED WITH "ROUND-UP" APPLICATION OF APPROVED EQUAL TO REMOVE ALL CONVOLVOUS AND OFFENSIVE WEED GROWTH. UNDESIRABLE WEEDS UPON COMPLETION OF ALL PLANTING AND INITIAL WATERING. THE AREAS SHALL BE SPRAYED WITH DIMETHOATE (MYTOX OR EQUAL) AT ONE HALF OF ONE HALF OF A LBS. OF ACTIVE INGREDIENT PER ACRE. MATERIALS SHALL BE APPLIED AS SPRAY WITH THE MINIMUM AMOUNT OF WATER REQUIRED TO APPLY COVERAGE WITHIN 24 HOURS ABOUT A TOTAL OF 1" OF WATER.
6. THE CONTRACTOR SHALL VERIFY EXISTING SOIL CONDITIONS BY THE SITE VISIT TO DETERMINE SOIL. THE CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT FOR EVALUATION.
7. ALL PLANTING AREAS SHALL RECEIVE A MINIMUM 3" DEEP LAYER OF ORGANIC AMENDMENTS AMONG ENOUGH TO FIX WHEN CHECK AND PLANTING HOLES. (SEE SOIL REPORT)
8. PLANTING INSTALLATION WORK WILL BEGIN WITH SEASON. SEE TO WATER AND NEW PLANTINGS NOT COMPLETELY LATER TO CHECKS. PLANTER BOXES SHALL BE FILLED FIVE DAYS PRIOR TO PLANTING INSTALLATION. WATER MUST DAILY BASIS TO PREVENTIVE ANY CLAY FROM ANY A MINIMUM OF 12" DEEP UNCULTURED PLANTING BED.
9. REFER TO LANDSCAPE PLANTING SPECIFICATIONS ON SHEET L-4 FOR GENERAL MAINTENANCE REQUIREMENTS, DAILY OBSERVATIONS AND ACCEPTED, PLANTING REMOVAL, MAINTENANCE, AND MAINTENANCE, AS ONLY AFTER AS THAT TRANSFER, NOT ANY REMOVAL OF WEEDS INVESTIGATIONS WILL BE PERFORMED TO THESE PROJECT.
10. ALL PLANT MATERIAL WILL BE DELIVERED AND APPROVED ON-SITE PRIOR TO PLANTING.
11. THE IRRIGATION DESIGN PROVIDES A DRIP SYSTEM FOR ALL SHRUB OR GROUNDCOVER PLANTING AREAS. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED BY A LICENSED IRRIGATION CONTRACTOR. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO MEET THE REQUIREMENTS OF THE CITY OF MENLO PARK WATER EFFICIENT LANDSCAPE ORDINANCE.

LANDSCAPE PLANT LIST AND LEGEND

QTY.	LEGEND	BOTANICAL NAME	COMMON NAME	SIZE	REMARKS WATER
TREES:					
4	CO	CERCIS OCCIDENTALIS	WESTERN REDBUD	15 GAL.@20'O.C.	LOW
7	IL	TRISTANIOPSIS LAURINA	WATERGUM	15 GAL STANDARD	LOW
1	GHI	GLEDITSIA TRIACANTHOS INERMIS 'SKYLINE'	THORNLESS HONEY LOCUST	24"BOX STANDARD	LOW
4	PAC	PLATANUS ACERIFOLIA 'COLUMBIA'	COLUMBIA SYCAMORE	15 GAL. STANDARD	LOW
6	POZ	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER FLOWERING PEAR	24"BOX STANDARD MIN.	
6	QA **	QUERCUS AGRIFOLIA	COAST LIVE OAK	24"BOX STANDARD	LOW
4 *	JEL	JUGLANS ELLIPTICA 'SIERRA'	SIERRA WALNUT	15GAL.	
8	PKO	PYRUS KAWAKAMII 'EVERGREEN'	EVERGREEN PEAR	(SIZE AT OWNERS)	MED.
SHRUBS, PERENNIALS AND ORNAMENTAL GRASSES:					
10	AEC	AGAVE 'BLUE GLOW'	BLUE GLOW AGAVE	5 GAL.@ 3'O.C.	LOW
24	ARM	ARCTOSTAPHYLOS 'HOWARD MCMINN'	HOWARD MCMINN MANZANITA	5 GAL.@ 5'O.C.	LOW
11	ASU	ARCTOSTAPHYLOS 'SUNSET'	SUNSET MANZANITA	5 GAL.@ 5'O.C.	LOW
23	CC	CERATOSTIGMA 'CORNUS'	BLUE LEAF 'CORNUS'	5 GAL.@5'O.C.	LOW
39	CFG	CAREX FESTUCA 'ELIJAH BLUE'	ELIJAH BLUE FESCUE	5 GAL.@18"O.C.	LOW
11	FCA	FERROCACTUS HYBRID 'CALIFORNIA GOLD'	CALIFORNIA GOLD BARREL CACTUS	5 GAL.@ 6'O.C.	LOW
**	GR	GREVILLEA HYBRIDA 'MOONLIGHT'	MOONLIGHT GREVILLEA	5 GAL.@ 4'O.C.	LOW
19	LA	LAVANDULA ANGUSTIFOLIA 'MUNSTEAD'	MUNSTEAD ENGLISH LAVENDER	5 GAL.@ 3'O.C.	LOW
17	PSO	PENNISETUM SETACEUM 'RUBRUM'	RED FOUNTAIN GRASS	5 GAL.@ 3'O.C.	LOW
13	RHC	RHAMNUS 'EVE CASE'	EVE CASE COFFEEBERRY	5 GAL.@ 5'O.C.	LOW
GROUND COVERS AND ORNAMENTAL GRASSES:					
	AC	ARBUTUS UNEDO 'COMPACTA'	COMPACT STRAWBERRY TREE	1 GAL.@ 3'O.C.	LOW
	AEC	ARCTOSTAPHYLOS 'EMERALD CARPET'	EMERALD CARPET MANZANITA	1 GAL.@ 3'O.C.	LOW
	HA	HELIANTHEMUM SPECIOSUM	SUNROSE	1 GAL.@ 36"O.C.	LOW
	MF	MYOPORUM PARVIFOLIUM	DWARF MYOPORUM	1 GAL.@ 24"O.C.	LOW
	RPC	ROSMARINUS PROSTRATUS	PROSTRATE ROSEMARY	1 GAL.@ 36"O.C.	LOW
	HMM	HYDROSEED MEADOW MIX	SEE SHEET L-4 FOR SPECIFICATIONS		

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	04/03/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE PLANTING PLAN

Project Number: 3-5102
Date: 05/30/2017
Scale: 1" = 20'

L-3.1

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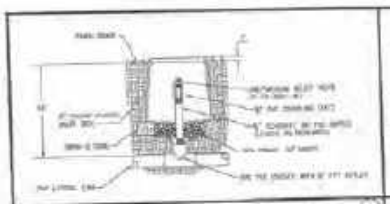
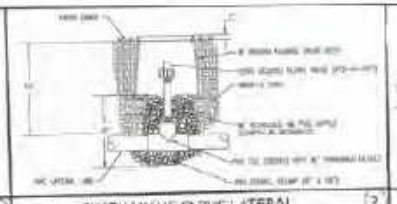
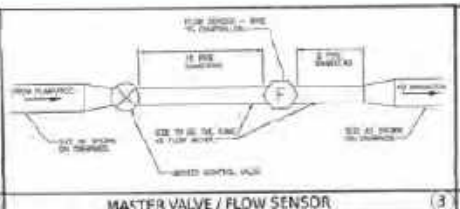


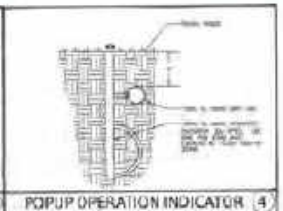
AIR/VACUUM RELIEF VALVE @ PVC LATERAL 1



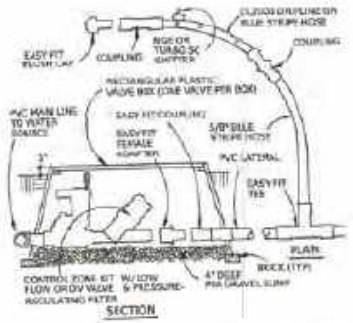
FLUSH VALVE @ PVC LATERAL 2



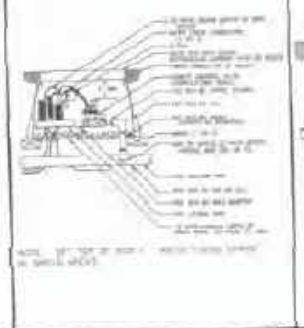
MASTER VALVE / FLOW SENSOR 3



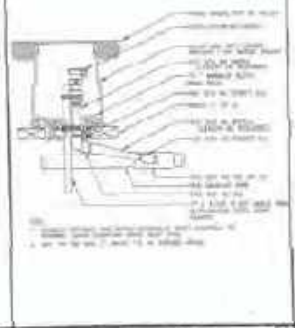
POPUP OPERATION INDICATOR 4



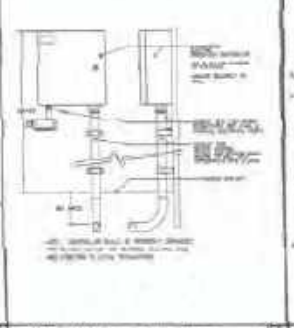
DRIP IRRIGATION CONTROL ZONE INSTALLATION 5



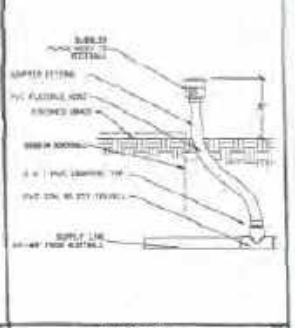
REMOTE CONTROL VALVE 6



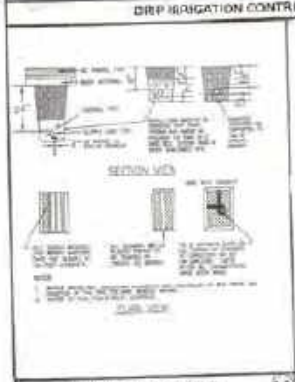
QUICK COUPLING VALVE 7



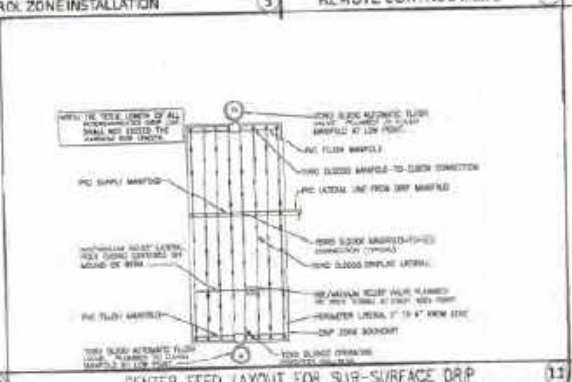
WALL MOUNT CONTROLLER 8



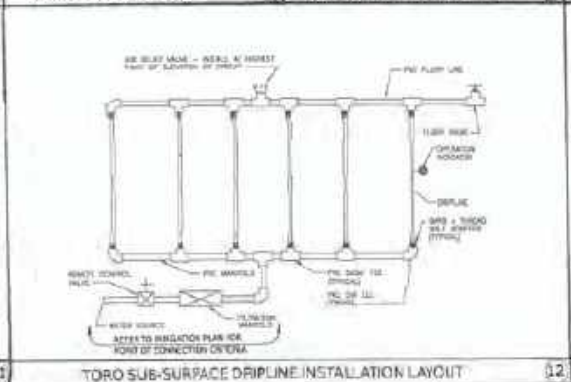
BUBBLER 9



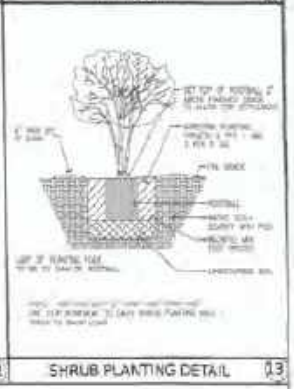
TRENCHING DETAILS 10



CENTER FEED LAYOUT FOR SUB-SURFACE DRIP 11

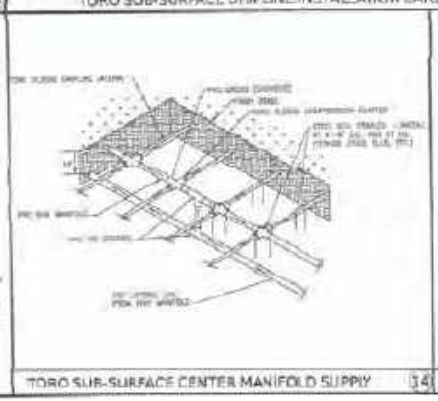


TORO SUB-SURFACE DRIPLINE INSTALLATION LAYOUT 12

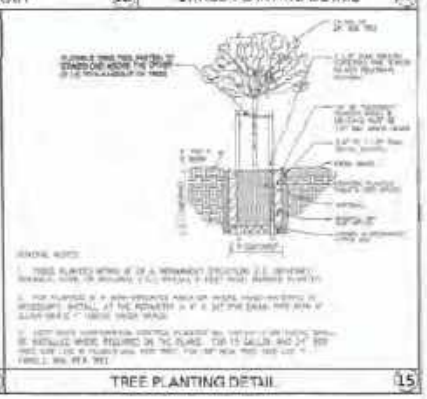


SHRUB PLANTING DETAIL 13

IRRIGATION SYSTEM NOTES



TORO SUB-SURFACE CENTER MANIFOLD SUPPLY 14



TREE PLANTING DETAIL 15

ArchiRender Architect
32245 Derby Street Union City, Ca 94587
mail@archirender.com 510-585-6485

LAUDERBAUGH ASSOCIATES
Landscape Architecture/Planning
425 Clyde Avenue
Mountain View, California 94043
(650) 691-9773 (650) 691-9774

DATE: MAY 23, 2017

REGISTERED LANDSCAPE ARCHITECT — W. LAUDERBAUGH — STATE OF CALIFORNIA

JAMES W. LAUDERBAUGH
CA LIC. NO. 2415

2131 SANDHILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions

No.	Date	Issues and Revisions	By
1	12/01/2016	Planning Submittal	
2	08/24/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/03/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

LANDSCAPE IRRIGATION AND PLANTING DETAILS

Project Number: 3.15102
Date: 05/30/2017
Scale: NONE

L-3.2

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OWNER-SUBDIVIDER

STANFORD UNIVERSITY
LANDS, BUILDINGS AND REAL ESTATE
3160 PORTER DRIVE, STE. 200
PALO ALTO, CA 94304

SUBDIVIDER INTENT

PARCEL ONE: RESIDENTIAL USE
PARCEL TWO: COMMERCIAL USE

A SUBDIVISION OF THE PARCEL DESCRIBED IN THE TRUSTEE'S DEED RECORDED AUGUST 5, 1970 PER DOCUMENT NO. 44485743 AND THE 23 FEET WIDE STRIP OF LAND SHOWN ALONG THE NORTH BOUNDARY OF THE STANFORD HILLS MAP RECORDED IN BOOK 31 OF MAPS PAGE 21, OFFICIAL RECORDS OF SAN MATEO COUNTY

PROPERTY ADDRESS

2131, 2137 SAND HILL ROAD, MENLO PARK, CA
APN: 074-153-530, 074-436-040, 074-153-550,
074-131-110, 074-131-210

TITLE REPORT

THIS SURVEY IS BASED ON INFORMATION OBTAINED FROM PRELIMINARY TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-802132-CM RECORDED JULY 20, 2015

ZONING REPORT

EXISTING: R-E, C-1
PROPOSED: C-1-S

PER ZONING DISTRICT SUMMARY SHEET FROM THE CITY OF MENLO PARK, COMMUNITY DEVELOPMENT DEPT., PLANNING DIVISION. REVISED AUGUST 2013

SETBACKS

FRONT: 20'
REAR: 15'
INTERIOR: 20'

UTILITY COMPANIES

SANITARY SEWER – WEST BAY SANITARY SEWER DISTRICT
WATER – CITY OF MENLO PARK MUNICIPAL WATER DISTRICT
GAS – PG&E
ELECTRIC – PG&E
FIRE WATER – MENLO FIRE

LOT DEVELOPMENT

TWO LOT SUBDIVISION, FULLY DEVELOPED FOR RESIDENTIAL AND COMMERCIAL USE

CONDITIONS, COVENANTS, RESTRICTIVE RESERVATIONS

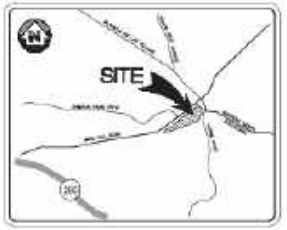
NO KNOWN PROVISIONS

FEMA FLOOD ZONE

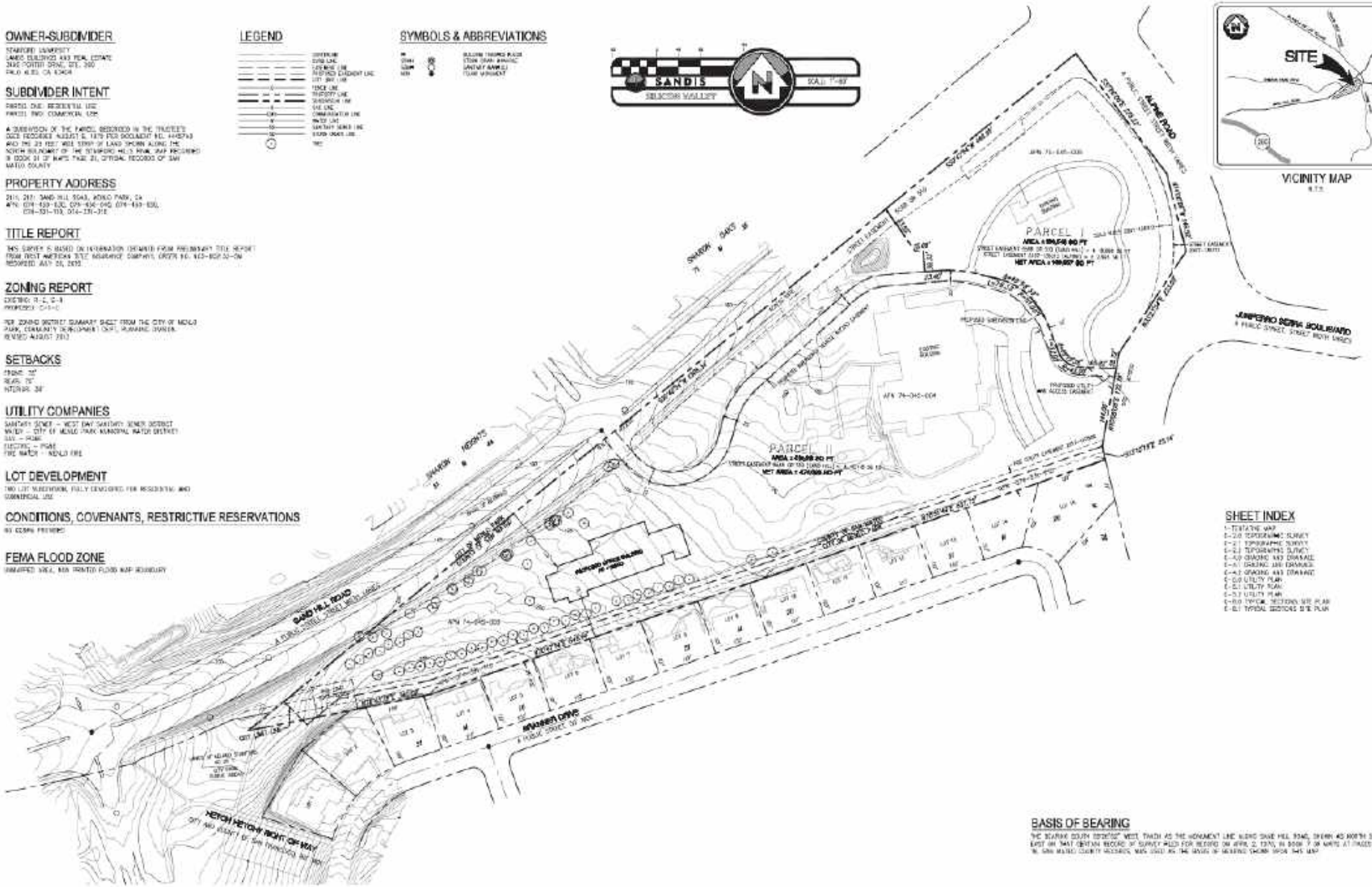
UNMAPPED AREA, NON PRINTED FLOOD MAP BOUNDARY

LEGEND

SYMBOLS & ABBREVIATIONS



VICINITY MAP



SHEET INDEX

1 – TENTATIVE MAP
E-2.0 TOPOGRAPHIC SURVEY
E-2.1 TOPOGRAPHIC SURVEY
E-2.2 TOPOGRAPHIC SURVEY
E-4.0 GRADING AND DRAINAGE
E-4.1 GRADING AND DRAINAGE
E-4.2 GRADING AND DRAINAGE
E-5.0 UTILITY PLAN
E-5.1 UTILITY PLAN
E-5.2 UTILITY PLAN
E-8.0 TYPICAL SECTIONS SITE PLAN
E-8.1 TYPICAL SECTIONS SITE PLAN

BASIS OF BEARING

THE BEARING SOUTH 05°05'02" WEST, TAKEN AS THE MONUMENT LINE ALONG SAND HILL ROAD, SHOWN AS NORTH 38°12'30" EAST ON THAT CERTAIN RECORD OF SURVEY FILED FOR RECORD ON APRIL 2, 1970, IN BOOK 7 OF MAPS AT PAGES 17 AND 18, SAN MATEO COUNTY RECORDS, WAS USED AS THE BASIS OF BEARING SHOWN UPON THIS MAP

SANDIS CIVIL ENGINEERS SURVEYORS PLANNERS
1100 Winchester Boulevard, Campbell, CA 95008 | P. 408.636.0555 | F. 408.636.0555 | www.sandis.net

DATE	5/30/2017
SCALE	1"= 60'
DRAWN BY	RV
CHECKED BY	SS
SANDIS JOB	215102

No.	REVISION/ISSUE	DATE	BY
1	CITY REVISIONS	11/29/17	RV
2	CITY REVISIONS	8/2/17	RV
3	CITY REVISIONS	5/30/17	RV

ELEVATION REFERENCE

STANFORD MONUMENT "S-109", A 2-1/2" BRASS DISK, WITH A PUNCH MARK, STAMPED "PEE 2006" IN MONUMENT WELL AT THE INTERSECTION OF STEVENSON ROAD AND OAK GROVE PALO ALTO, CALIFORNIA.

ELEVATION = 113.04 FEET (NGVD29), PER RECORD OF SURVEY 767 MAPS 16-18 RECORDS OF SANTA CLARA COUNTY.

TENTATIVE MAP
FOR TWO LOT SUBDIVISION
2131 SAND HILL ROAD DEVELOPMENT
MENLO PARK CAL FORNIA

SHEET 1 OF 12 SHEETS

NO PART OF THIS DOCUMENT MAY BE REPRODUCED IN ANY FORM INCLUDING PHOTOCOPY, RECORDED OR ANY INFORMATION RETRIEVAL AND STORAGE SYSTEM WITHOUT PERMISSION IN WRITING FROM SANDIS.

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File: S:\Projects\SURVEY\Mapping\TENTATIVE MAP\215102 TENT (ORIGINAL).dwg Date/May 08, 2017 – R Vien, Adelaide

IMPROVEMENT PLANS FOR
2131 SAND HILL ROAD, MENLO PARK, CA

VICINITY MAP
N.T.S.

CONSTRUCTION NOTES

1. ALL OFF-SITE CONSTRUCTION MATERIAL AND METHODS SHALL COMPLY WITH THE WITH THE LATEST EDITION OF THE CITY OF MENLO PARK STANDARD PLANS & SPECIFICATIONS AND THE LATEST CALTRANS STANDARD SPECIFICATIONS.
2. CONTRACTOR SHALL LEAVE AN EMERGENCY PHONE NUMBER WITH THE POLICE AND FIRE DEPARTMENTS.
3. CONTRACTOR SHALL POST ON THE SITE, EMERGENCY TELEPHONE NUMBERS FOR PUBLIC WORKS, AMBULANCE, POLICE, AND FIRE DEPARTMENTS.
4. CONTRACTOR SHALL NOTIFY ALL PUBLIC OR PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY UNLESS AN EXCAVATION PERMIT SPECIFIES OTHERWISE.
5. UTILITIES AND UNDERGROUND FACILITIES INDICATED ARE FOR INFORMATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND DEPTH WITH THE APPROPRIATE AGENCIES. NEITHER THE OWNER NOR THE CITY NOR THE DESIGN PROFESSIONAL ASSUMES RESPONSIBILITY THAT THE UTILITIES AND UNDERGROUND FACILITIES INDICATED WILL BE THE UTILITIES AND UNDERGROUND FACILITIES ENCOUNTERED.
6. CONTRACTOR TO CONTACT UNDERGROUND SERVICE ALERT (U.S.A. 800-227-2600) FORTY-EIGHT (48) HOURS PRIOR TO BEGINNING WORK TO HAVE THE LOCATION OF EXISTING UNDERGROUND UTILITIES MARKED. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO IDENTIFY, LOCATE, AND PROTECT ALL UNDERGROUND FACILITIES.
7. THE CONTRACTOR SHALL HIRE A STREET CLEANING CONTRACTOR TO CLEAN UP DIRT AND DEBRIS FROM CITY STREETS ONLY AS ATTRIBUTABLE TO THE IMPROVEMENTS CONSTRUCTION ACTIVITIES.
8. ALL GRADING SHALL BE PERFORMED IN SUCH A MANNER AS TO COMPLY WITH THE STANDARDS ESTABLISHED BY THE AIR QUALITY MAINTENANCE DISTRICT FOR AIRBORNE PARTICULATES (DUST).
9. ALL GRADING SHALL CONFORM TO APPROVED SPECIFICATIONS PRESENTED HEREON OR ATTACHED HERETO. ALL GRADING WORK SHALL BE INSPECTED AND APPROVED BY THE SOILS ENGINEER. THE SOILS ENGINEER SHALL BE NOTIFIED AT LEAST 48 HOURS BEFORE BEGINNING ANY GRADING. UNOBSERVED AND UNAPPROVED GRADING WORK SHALL BE REMOVED AND REDONE AT THE CONTRACTORS EXPENSE.
10. ALL MATERIALS REQUIRED FOR THE COMPLETE EXECUTION OF THE PROJECT SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR UNLESS OTHERWISE NOTED.
11. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY DURING THE CONSTRUCTION PERIOD.
12. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR REPLACE ANY EXISTING IMPROVEMENTS OR UNDERGROUND FACILITIES DAMAGED DURING THE CONSTRUCTION PERIOD.
13. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL ENCROACHMENT, EXCAVATION, CONSOLE, ELECTRICAL, PLUMBING, ETC. PERMITS NECESSARY PRIOR TO BEGINNING CONSTRUCTION FOR ANY WORK.
14. THE CONTRACTOR SHALL HAVE A SUPERINTENDENT OR REPRESENTATIVE ON SITE AT ALL TIMES DURING CONSTRUCTION.
15. STORAGE OF CONSTRUCTION MATERIAL AND EQUIPMENT ON CITY STREETS WILL NOT BE PERMITTED.
16. CONSTRUCTION EQUIPMENT SHALL BE PROPERLY MUFFLED. UNNECESSARY IDLING OF GRADING CONSTRUCTION EQUIPMENT IS PROHIBITED.
17. CONSTRUCTION EQUIPMENT, TOOLS, ETC. SHALL NOT BE CLEANED OR RINSED INTO A STREET, GUTTER OR STORM DRAIN.
18. A CONTAINED AND COVERED AREA ON-SITE SHALL BE USED FOR STORAGE OF CEMENT MIXES, PAINTS, FLAMMABLE, OILS, FERTILIZERS, PESTICIDES, OR ANY OTHER MATERIALS THAT HAVE POTENTIAL FOR BEING DISCHARGED TO THE STORM DRAIN SYSTEM BY WIND OR IN THE EVENT OF A MATERIAL SPILL.
19. ALL CONSTRUCTION DEBRIS SHALL BE CONTAINED ON A REGULAR BASIS AND PLACED IN A DUMPSTER WHICH IS EMPTIED OR REMOVED WEEKLY. WHEN FEASIBLE, TARPS SHALL BE USED ON THE GROUND TO COLLECT FALLEN DEBRIS OR SPLATTERED PAINT WHICH COULD CONTRIBUTE TO STORMWATER POLLUTION.
20. ANY TEMPORARY ON-SITE CONSTRUCTION TOILET SHALL BE SECURELY CONFINED WITH A TARP OR OTHER DEVICE TO CONTAIN LEAKING.
21. CONCRETE WASHOUT AND CONCRETE FINISHING OPERATIONS SHALL NOT DISCHARGE WASH WATER INTO THE STREET GUTTERS OR DRAINS.

CONTRACTOR RESPONSIBILITY

CONTRACTOR AGREES THAT HE/SHE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS, INCLUDING THE SAFETY OF ALL PERSONS AND PROPERTY; DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, AND THAT THIS REQUIREMENT SHALL APPLY CONTINUALLY AND NOT BE LIMITED TO NORMAL WORKING HOURS. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.

UTILITY/POTHOLE NOTE

THE TYPES, LOCATIONS, SIZES AND / OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND FACILITIES AND UTILITIES BY POTHOLING PRIOR TO COMMENCING CONSTRUCTION.

SURVEY UTILITY NOTE

THE TYPES, LOCATIONS, SIZES AND /OR DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS TOPOGRAPHIC SURVEY ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THIS SURVEY.

ABBREVIATIONS

AB	–	AGGREGATE BASE
AC	–	ASPHALT CONCRETE
AD	–	AREA DRAIN
ADA	–	AMERICANS WITH DISABILITIES ACT
AGB	–	AGGREGATE SUBBASE
BC	–	BEGINNING OF CURVE
BFP	–	BACK FLOW PREVENTER
BLDG	–	BUILDING CORNER
BLDG	–	BUILDING
BOB	–	BOTTOM OF BANK
BOL	–	BOLLARD
BOW	–	BOTTOM OF WALL
BOW	–	TC @ BOTTOM OF WALL
BRT	–	BACK OF ROLL CURB
BWC	–	BRASS MONUMENT MARKER
BW	–	BACK OF WALK
C	–	CONCRETE OR CENTERLINE
C&G	–	CURB AND GUTTER
CB	–	CATCH BASIN
CI	–	CURB INLET
CIP	–	CAST IRON PIPE
CL	–	CENTER LINE OF CURVE
CMP	–	CORRUGATED METAL PIPE
CO	–	CLEANOUT
COMC	–	CONCRETE
CONST	–	CONSTRUCTION OR CONSTRUCT
CY	–	CUBIC YARD
DCDA	–	DOUBLE CHECK DETECTOR ASSEMBLY
DI	–	DROP INLET
DP	–	DUCTILE IRON PIPE
DOM	–	DOMESTIC
DW	–	DOMESTIC WATER
DWG	–	DRAWING
E	–	EAST
EC	–	END OF CURVE
EP	–	EDGE OF PAVEMENT
EW	–	END OF WETLAN
EVC	–	END VERTICAL CURVE
ELEV	–	ELEVATION
EX, EXIST.	–	EXISTING
FC	–	FACE OF CURB
FDC	–	FIRE DEPARTMENT CONNECTION
FF	–	FINISHED FLOOR
FG	–	FINISHED GRADE
FH	–	FIRE HYDRANT
FL	–	FLOW LINE
FGMD	–	TRANSITION
FS	–	FINISHED SURFACE
FT	–	FOOT
FW	–	FINE MESH SCREEN
G	–	GROUND ELEVATION
GB	–	GRADE BREAK
GV	–	GATE VALVE
HCR	–	ACCESSIBLE RAMP
HP	–	HIGH POINT
INV	–	INVERT ELEVATION
JP	–	JOINT POLE
JT	–	JOINT TRENCH
LIP	–	LIP OF GUTTER
LP	–	LOW POINT
LSA	–	LANDSCAPE ARCHITECT
MAX	–	MAXIMUM
MEP	–	MECHANICAL/ELECTRICAL/PLUMBING
MH	–	MANHOLE
MIN	–	MINIMUM
MPVC	–	MIDPOINT OF VERTICAL CURVE
MON	–	MONUMENT
N	–	NORTH
NO	–	NUMBER
NTS	–	NOT TO SCALE
P	–	PAVEMENT ELEVATION
PCC	–	PORTLAND CEMENT CONCRETE / POINT OF COMPOUND CURVATURE
PIV	–	POST INDICATOR VALVE
PL	–	PROPERTY LINE
PMH	–	POWER MANHOLE
POC	–	POINT OF CURVE
PP	–	POWER POLE
PRC	–	POINT OF REVERSE CURVATURE
PVC	–	POLYVINYL CHLORIDE PIPE
R	–	RADIUS
RC	–	RELATIVE COMPACTION
RCP	–	REINFORCED CONCRETE PIPE
RPPA	–	REDUCED PRESSURE PRINCIPLE ASSEMBLY
R/W	–	RIGHT OF WAY
S	–	SLOPE (IN %)
S.A.D.	–	SEE ARCHITECTURAL DRAWINGS
SB	–	SEDIMENT BASIN
SD	–	STORM DRAIN
SDCB	–	STORM DRAIN CATCH BASIN
SDMH	–	STORM DRAIN MANHOLE
S.E.A.	–	SEE ELECTRICAL DRAWINGS
SF	–	SILT FENCE
SC	–	SUBGRADE
S.L.D.	–	SEE LANDSCAPE DRAWINGS
S.M.D.	–	SEE MECHANICAL DRAWINGS
SMH	–	SEWAGE MANHOLE
S.P.D.	–	SEE PLUMBING DRAWINGS
SS	–	SANITARY SEWER
STA	–	STATION
STD	–	STANDARD
SW	–	SIDEWALK
S/W	–	TOP OF CURB
TC	–	TRENCH DRAIN
TD	–	TOP OF DOOR
TDR	–	TOP OF SLOPE
TOS	–	TOP OF STAIR
TOW	–	TC @ TOP OF WALL
TS	–	TOP OF SLAB
TYP	–	TYPICAL
UON	–	UNLESS OTHERWISE NOTED
U/G	–	UNDERGROUND
VC	–	VERTICAL CURVE
WM	–	WATER METER
WV	–	WATER VALVE
WF	–	WELDED WIRE FABRIC
WWF	–	WELDED WIRE FABRIC
W/	–	WITH

UNAUTHORIZED CHANGES AND USES

CAUTION - The engineer preparing these plans will not be responsible for, or liable for, unauthorized changes to or uses of these plans. All changes to the plans must be in writing and must be approved by the preparer of the plans.

SURVEY NOTES:

1. THE TOPOGRAPHIC SURVEY WAS PREPARED BY BKF CIVIL ENGINEERS UNDER THE DIRECTION OF JOHN KOSTOVA, P.L.S. NO. 8863.
2. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.
3. DATE OF FIELD SURVEY WAS MAY 26, 27 AND 29, 2016.
4. SITE AREA = 1.594 ACRES, MORE OR LESS.
5. THIS SITE IS LOCATED WITHIN COUNTY OF SAN MATEO AND CITY OF MENLO PARK. NORTHERLY PORTION OF THE COUNTY AND CITY LIMIT LINES ARE SHOWN APPROXIMATE.
6. NO TITLE REPORT WAS ISSUED FOR THIS SURVEY.

APN NUMBER:

074-450-030 AND 074-321-100

EARTHWORK NOTE

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO BALANCE ALL MATERIAL AND LABOR REQUIRED WITHIN THE BID PRICE FOR EARTHWORK CONSTRUCTION, TO CARRY OUT THE CUT/FILL AND/OR IMPORT/EXPORT AS NECESSARY TO MEET THE DESIGN GRADES SHOWN ON THE PLANS. CONTRACTOR IS TO DEVISE TO SHAPE THE PROJECT IN A COMPLETE AND OPERATIONAL MANNER. EARTHWORK QUANTITIES SHOWN ON THE PLANS OR REPRESENTED BY THE ENGINEER ARE APPROXIMATE AND ARE FOR GRADING PERMIT APPROVAL ONLY. THE CONTRACTOR IS RESPONSIBLE FOR ANY INTERPRETATION OF STAKES THAT ARE ISSUED BY THE CONTRACTOR TO SATISFY THIS REQUIREMENT. NO ADDITIONAL COMPENSATION SHALL BE PAID FOR SAID CUT/FILL AND/OR IMPORT/EXPORT.

FIRE SYSTEM NOTES

THE CONTRACTOR SHALL DESIGN, PREPARE SUCH DRAWINGS FOR, OBTAIN ALL REQUIRED APPROVALS, AND CONSTRUCT THE FIRE SYSTEM FOR THE PROPOSED PROJECT. CONTRACTOR SHALL HAVE SHOP DRAWINGS STAMPED BY A FIRE PROTECTION ENGINEER AS REQUIRED BY THE LOCAL AUTHORITY.

DISCREPANCIES

IF THERE ARE ANY DISCREPANCIES BETWEEN DIMENSIONS IN DRAWINGS AND EXISTING CONDITIONS WHICH WILL AFFECT THE WORK, THE CONTRACTOR SHALL BRING SUCH DISCREPANCIES TO THE ATTENTION OF THE ENGINEER FOR ADJUSTMENT BEFORE PROCEEDING WITH THE WORK. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROPER FITTING OF ALL WORK AND FOR THE COORDINATION OF ALL TRADES, SUBCONTRACTORS, AND PERSONS ENGAGED UPON THIS CONTRACT.

BENCHMARK:

STANFORD MONUMENT "S-106".

BEING FOUND 2-1/2" BRASS DISK, WITH A PUNCH MARK, STAMPED "1932 STFD" IN MONUMENT WELL AT THE INTERSECTION OF STANFORD ROAD AND OAK ROAD PALO ALTO, CALIFORNIA.

ELEVATION = 112.54 FEET, BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), PER RECORD OF SURVEY 143 MAPS 40-46, RECORDS OF SANTA CLARA COUNTY.

BASIS OF BEARINGS:

THE BEARING N19°46'03"E OF THE CENTER LINE OF BRANNAN DRIVE, BETWEEN FOUND MONUMENTS, AS SAID BEARING SHOWN ON TRACT SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), (2011), CALIFORNIA ZONE 3, AS PER HOLDING THE NAD83 STATE PLANE COORDINATE VALUES OF CONTROL POINTS "S-106", "S-108" AND "S-107". SAID POINTS ARE SHOWN AND DESCRIBED IN THAT CERTAIN RECORD OF SURVEY FOR THE STANFORD MASTER SURVEY CONTROL NETWORK, FILED APRIL 15, 2002 IN BOOK 747 OF MAPS AT PAGES 40 THROUGH 46 INCLUSIVE, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

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CIVIL SHEETS:	
C-1.0	COVER SHEET
C-2.0	TOPOGRAPHIC SURVEY
C-2.1	TOPOGRAPHIC SURVEY
C-2.2	TOPOGRAPHIC SURVEY
C-3.0	TREE DISPOSITION PLAN
C-3.1	TREE DISPOSITION PLAN
C-3.2	TREE DISPOSITION PLAN
C-3.3	TREE DISPOSITION NOTES & TABLE
C-4.0	PRELIMINARY GRADING AND DRAINAGE PLAN
C-4.1	PRELIMINARY GRADING AND DRAINAGE PLAN
C-4.2	PRELIMINARY GRADING AND DRAINAGE PLAN
C-5.0	UTILITY PLAN
C-5.1	UTILITY PLAN
C-5.2	UTILITY PLAN
C-6.0	STORM WATER MANAGEMENT PLAN
C-6.1	STORM WATER MANAGEMENT PLAN
C-7.0	CONSTRUCTION BEST MANAGEMENT PRACTICES
C-7.0	FIRE ACCESS/EXHIBITS PLAN
LANDSCAPE SHEETS:	
L-1.0	PRELIMINARY LANDSCAPE PLANTING PLAN
L-1.1	PRELIMINARY LANDSCAPE PLANTING PLAN
L-1.2	PRELIMINARY LANDSCAPE PLANTING PLAN

LEGEND

	EXISTING	PROPOSED
CENTER LINE		
RETAINING WALL		
A.C. PAVEMENT		
CONC. VALLEY GUTTER		
CONC. SIDEWALK OR PAD		
6" CURB & GUTTER		
EDGE OF A.C. PAVEMENT		
6" VERTICAL CURB		
CENTER LINE		
SANITARY SEWER MAIN	8" SS	6" SS
STORM DRAIN MAIN	12" SD	15" SD
REINFORCED PIPE		6" SD
WATER MAIN	6" W	6" W
FIRE WATER MAIN	6" FW	4" FW
DOMESTIC WATER MAIN	6" DW	4" DW
CHILLED WATER MAIN	6" CHW	4" CHW
IRRIGATION LINE	2" IRR	4" IRR
HOT WATER SUPPLY & RETURN	HWS HWR	HWS HWR
STORM LINE	ST	STM
TRENCH DRAIN		
CONDENSATE RETURN		CR
METAL BEAM GUARD RAIL		
SILT FENCE		
FLOW LINE		
CHAIN LINE FENCE		
GAS MAIN	G	G
CNP AND FUSE END DUCT BANK	E	E
OVERHEAD ELECTRIC LINE	OHE	
UNDERGROUND ELECTRIC LINE	UGE	UGE
STREET LIGHT CONDUIT	SL	
CONTOUR ELEVATION LINE	107	100
SPOT ELEVATION	+ 93.34	+ 95.84
DIRECTION OF SLOPE		2% 1%
GAS METER		GM
GAS VALVE	GV	GV
WATER METER	WM	WM
WATER VALVE	WV	WV
FIRE HYDRANT	FH	FH
BACK FLOW PREVENTER		BFP
POST INDICATOR VALVE		PIV
FIRE DEPARTMENT CONNECTION		FDC
WATER LINE TEE		
ELECTRIC AND SIGNAL		E
AIR RELEASE VALVE		ARV
SIGN		
ACCESSIBLE RAMP		HCR
CONCRETE THRUST BLOCK		
REDUCER		
SANITARY SEWER MANHOLE		SMH
SANITARY SEWER CLEANOUT	SSCO	SSCO
STORM DRAIN MANHOLE		SDMH
STORMCEPTOR		
STORM DRAIN AREA DRAIN		
STORM DRAIN CATCH BASIN	CB	CB
STORM DRAIN CURB INLET		
STORM DRAIN CLEANOUT	SDCO	SDCO
ELECTROLIER		
JOINT POLE		
OVERLAND RELEASE		
CONSTRUCTION DETAIL REFERENCE		15 / C5.2 DETAIL REFERENCE / SHEET REFERENCE

Consulting Engineers & Land Surveyors of California

811 Know what's below. Call before you dig.

Construction contractor agrees that in accordance with generally accepted construction practices, construction contractor will be required to assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property, that this requirement shall be made to apply continuously and not be limited to normal working hours and construction contractor further agrees to defend, indemnify and hold design professional harmless from any and all liability, real or alleged, in connection with the performance of work on this project, excepting liability arising from the sole negligence of design professional.

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DATE: MARCH 7, 2017

SIGNED
R.C.E. NO. 68515, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/29/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

COVER SHEET

Project Number	2016-102
Date:	05/30/2017
Scale	N.T.S.

C1.0

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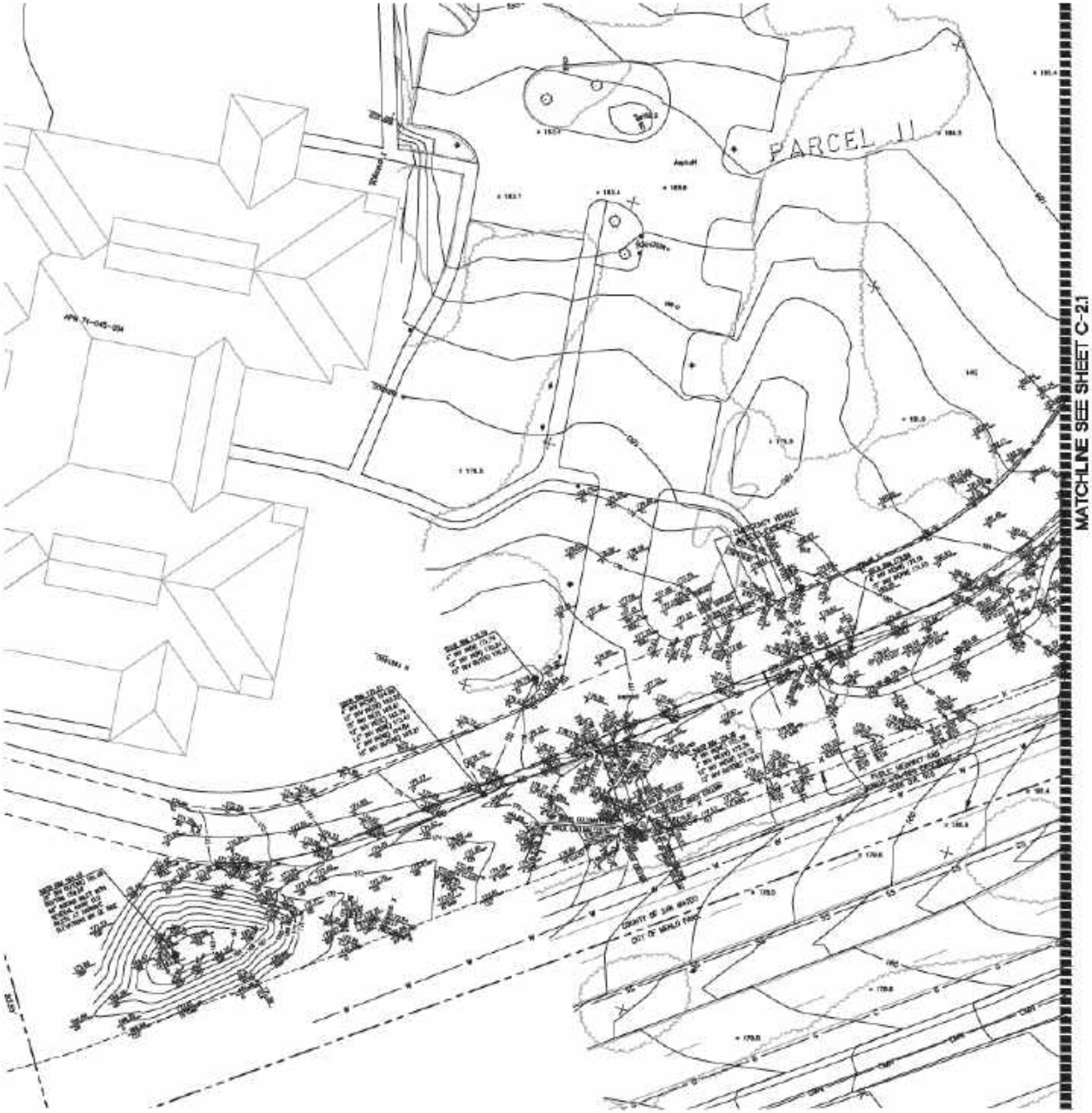

SANDIS
SILICON VALLEY
SCALE: 1"=20'

SURVEY NOTES:

THE TOPOGRAPHIC SURVEY WAS PREPARED BY SKS CIVIL ENGINEERS UNDER THE DIRECTION OF JOHN KERRIGAN, P.L.S. NO. 6553.

1. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.
2. DATE OF FIELD SURVEY WAS MAY 26, 27 AND 29, 2015.
3. SITE AREA = 11.826 ACRES, MORE OR LESS.
4. THIS SITE IS LOCATED WITHIN COUNTY OF SAN MATEO AND CITY OF MENLO PARK, MOSTERLY PORTION OF THE COUNTY AND CITY LIMIT LINES ARE SHOWN APPROXIMATELY.

APN NUMBER:

074-450-030, 074-450-040, 074-450-050, 074-321-110, 074-321-210

BASIS OF BEARINGS:

THE BEARING N19°46'32"E OF THE CENTER LINE OF ORMONDO DRIVE, BETWEEN FOUND MONUMENTS, AS SHOWN HEREON, SHOWN ON THIS SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), (2011), CALIFORNIA ZONE 3, BY HOLDING THE NAD83 STATE PLANE COORDINATE VALUES OF CONTROL POINTS "5-120", "5-129" AND "5-130". SAID POINTS ARE SHOWN AND DESCRIBED IN THAT CERTAIN RECORD OF SURVEY FOR THE STANFORD MULTIPLE SURVEY CONTROL NETWORK, FILED APRIL 10, 2000 IN BOOK 747 OF MAPS AT PAGES 10 THROUGH 18, INCLUDING, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK:

STANFORD MONUMENT "5-129".

BEING FOUND 3-1/2" BRASS DISC, WITH A PUNCH MARK, STAMPED "PCE 5738" IN MONUMENT WELL AT THE INTERSECTION OF STANFORD ROAD AND OAK ROAD PALO ALTO, CALIFORNIA.

ELEVATION = 118.04 FEET, BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), PER RECORD OF SURVEY 747 MAPS 40-48, RECORDS OF SANTA CLARA COUNTY.

TITLE REPORT

THIS SURVEY IS BASED ON INFORMATION OBTAINED FROM PRELIMINARY TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-801153-SM RECORDED JULY 30, 2015

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DATE: MARCH 7, 2017

SHO J. BRANNAN
R.C.E. NO. 68315, EXPIRES: 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/29/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	06/02/2017	Planning Resubmittal 3	
5	06/30/2017	Planning Resubmittal 4	

TOPOGRAPHIC SURVEY

Project Number	216102
Date:	05/03/2017
Scale	1"=20'

C-2.0

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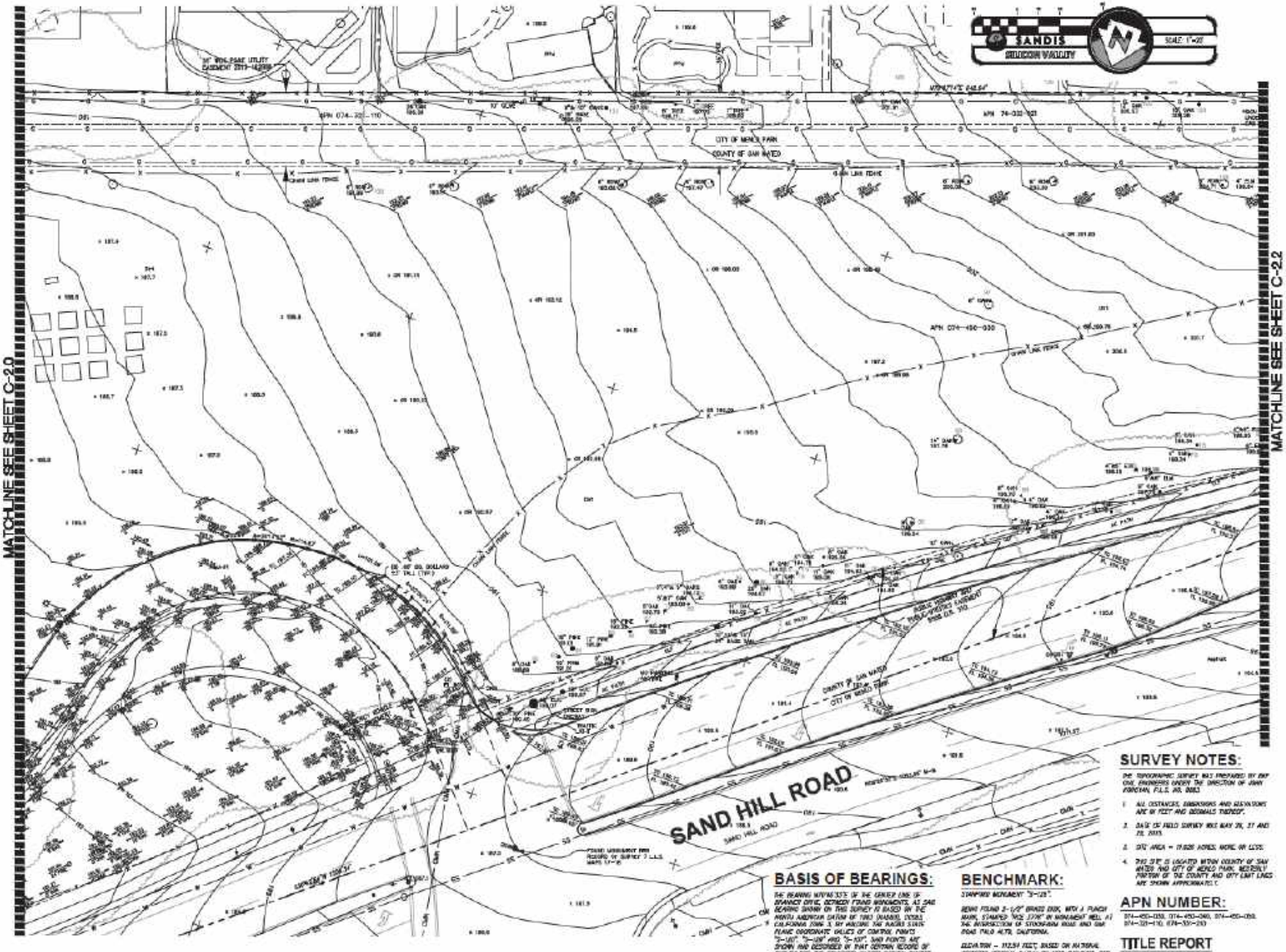

BASIS OF BEARINGS:

THE BEARING N19°56'33"E OF THE CENTER LINE OF BRANNAN DRIVE, BETWEEN FOUND MONUMENTS, AS SHOWN HEREON, AS SHOWN ON THIS SURVEY IS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), (1991.35) CALIFORNIA ZONE 3, BY HOLDING THE RADIUS POINTS PLANE COORDINATE VALUES OF CONTROL POINTS "3-120", "3-128" AND "3-130", SAID POINTS ARE SHOWN AND DESCRIBED AT THAT CERTAIN RECORD OF SURVEY FOR THE STANFORD WELDING SURVEY CONTROL NETWORK, FILED APRIL 10, 2002 IN BOOK 787 OF MAPS AT PAGES 43 THROUGH 48, INCLUSIVE, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

BENCHMARK:

STANFORD MONUMENT "3-128".

BEING FOUND 3-1/2" BRASS DISK, WITH 1 PUNCH MARK, STAMPED "NGS 1270" IN MONUMENT WELL AT THE INTERSECTION OF STOCKDALE ROAD AND SAN ROAD THLO ALTO, CALIFORNIA.

ELEVATION = 312.94 FEET, BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), PER RECORD OF SURVEY 787 MAPS 43-48, RECORDS OF SANTA CLARA COUNTY.

SURVEY NOTES:

THE TOPOGRAPHIC SURVEY WAS PREPARED BY DKF CIVIL ENGINEERS UNDER THE DIRECTION OF JOHN FORCINA, P.L.S. NO. 8063.

1. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE BY FEET AND DECIMALS THEREOF.
2. DATE OF FIELD SURVEY WAS MAY 26, 27 AND 28, 2015.
3. SITE AREA = 17,626 ACRES, MORE OR LESS.
4. THE SITE IS LOCATED WITHIN COUNTY OF SAN MATEO AND CITY OF MENLO PARK. NECESSARY PORTION OF THE COUNTY AND CITY LIMIT LINES ARE SHOWN APPROXIMATELY.

APN NUMBER:

074-450-030, 074-450-040, 074-450-050, 074-321-110, 074-321-120

TITLE REPORT

THIS SURVEY IS BASED ON INFORMATION OBTAINED FROM FIDELITY NATIONAL TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-802152-SM RECORDED JULY 20, 2016

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DATE: MARCH 7, 2017

DAVID J. DONOVAN
R.C.E. NO. 61315, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/29/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	06/05/2017	Planning Resubmittal 3	
5	06/30/2017	Planning Resubmittal 4	

TOPOGRAPHIC SURVEY

Project Number	216102
Date:	05/03/2017
Scale	1"=20'

C-2.1

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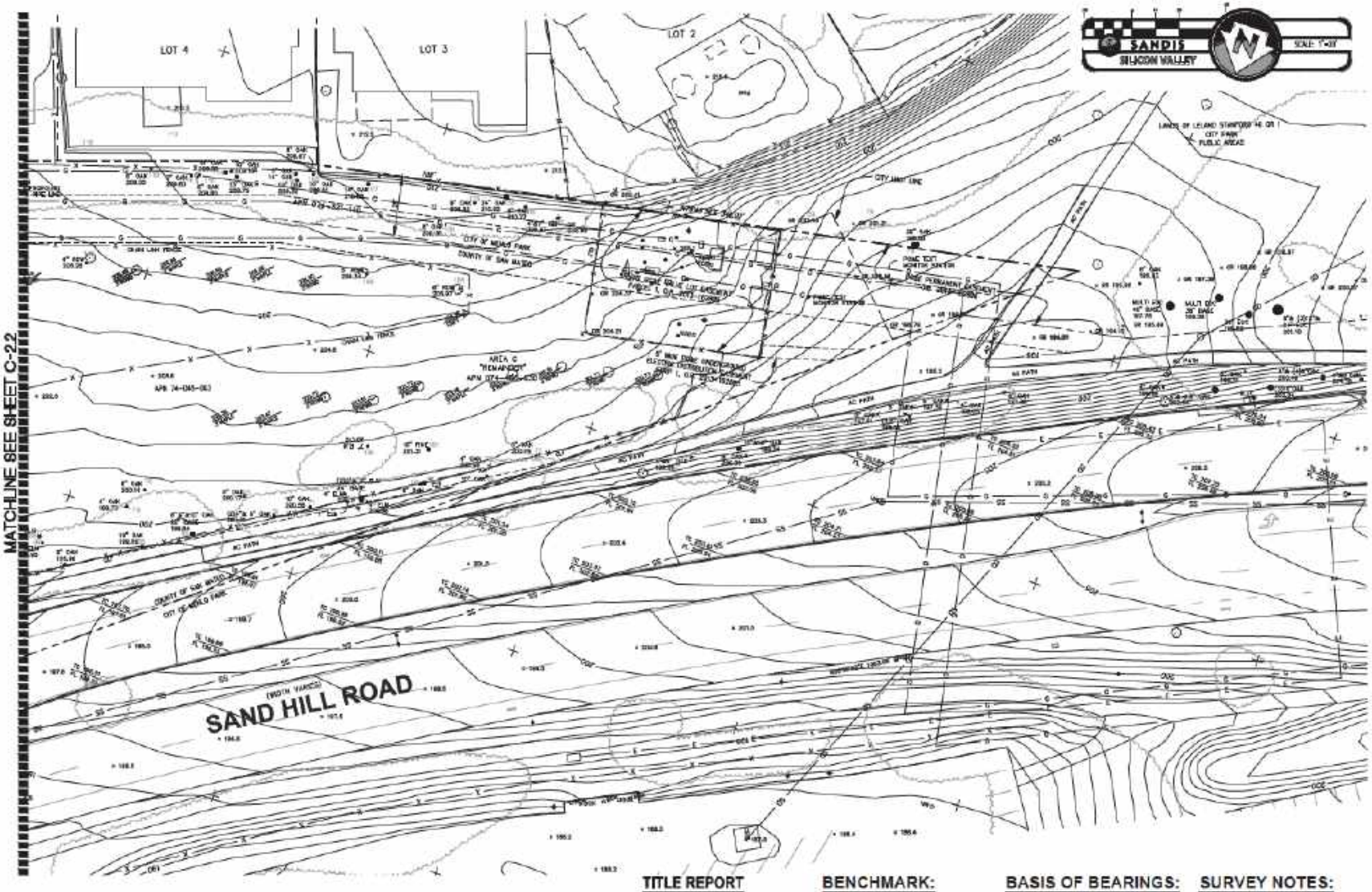

TITLE REPORT

THIS SURVEY IS BASED ON INFORMATION OBTAINED FROM PRELIMINARY TITLE REPORT FROM FIRST AMERICAN TITLE INSURANCE COMPANY, ORDER NO. NCS-805932-SM RECORDED JULY 26, 2016

BENCHMARK:

STANFORD MONUMENT "5-135".

BEING FOUND 3-1/2" BRASS DISK, WITH A PUNCH MARK, STAMPED "FIRE STN" IN MONUMENT WELL AT THE INTERSECTION OF STODDARD ROAD AND OAK ROAD PALO ALTO, CALIFORNIA.

ELEVATION = 112.64 FEET, BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD29), PER RECORD OF SURVEY 747 MAPS 46-48 RECORDS OF SANTA CLARA COUNTY.

BASIS OF BEARINGS:

THE BEARING NORTH 48°15'E OF THE CENTER LINE OF BRANNAN DRIVE, BETWEEN FOUND MONUMENTS AS SAID BEARING SHOWN ON THAT SURVEY OF RECORD ON THE NORTH AMERICAN DATUM OF 1983 (NAD83), CCS83, CALIFORNIA ZONE 3, BY HOLDING THE MARKS STATE PLANE COORDINATE VALUES OF CONTROL POINTS "5-135", "5-136" AND "5-137", SAID POINTS ARE SHOWN AND DESCRIBED IN THAT CERTAIN RECORD OF SURVEY FOR THE STANFORD MASTER SURVEY CONTROL NETWORK, FILED APRIL 10, 2003 IN BOOK 747 OF MAPS AT PAGES 40 THROUGH 49 INCLUSIVE, RECORDS OF SANTA CLARA COUNTY, WAS TAKEN AS THE BASIS OF BEARINGS FOR THIS SURVEY.

SURVEY NOTES:

THE TOPOGRAPHIC SURVEY WAS PREPARED BY SMT GPA, ENGINEERS UNDER THE DIRECTION OF JOHN HOSKINS, PLS NO. 8885.

1. ALL DISTANCES, DIMENSIONS AND ELEVATIONS ARE IN FEET AND DECIMALS THEREOF.
2. DATE OF FIELD SURVEY WAS MAY 26, 27 AND 28, 2016.
3. SITE AREA = 11.026 ACRES, MORE OR LESS.
4. THIS SITE IS LOCATED WITHIN COUNTY OF SAN MATEO AND CITY OF MENLO PARK, WESTERLY PORTION OF THE COUNTY LINE CITY LIMIT LINES ARE SHOWN APPROXIMATELY.

APN NUMBER:

074-453-330, 074-453-340, 074-453-350, 074-321-110, 074-321-210

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DATE: MARCH 7, 2017

DAVID J. BRANNAN
R.C.E. NO. 68315, EXPIRES: 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/06/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

TOPOGRAPHIC SURVEY

Project Number	216102
Date:	05/30/2017
Scale	1"=40'

C-2.2

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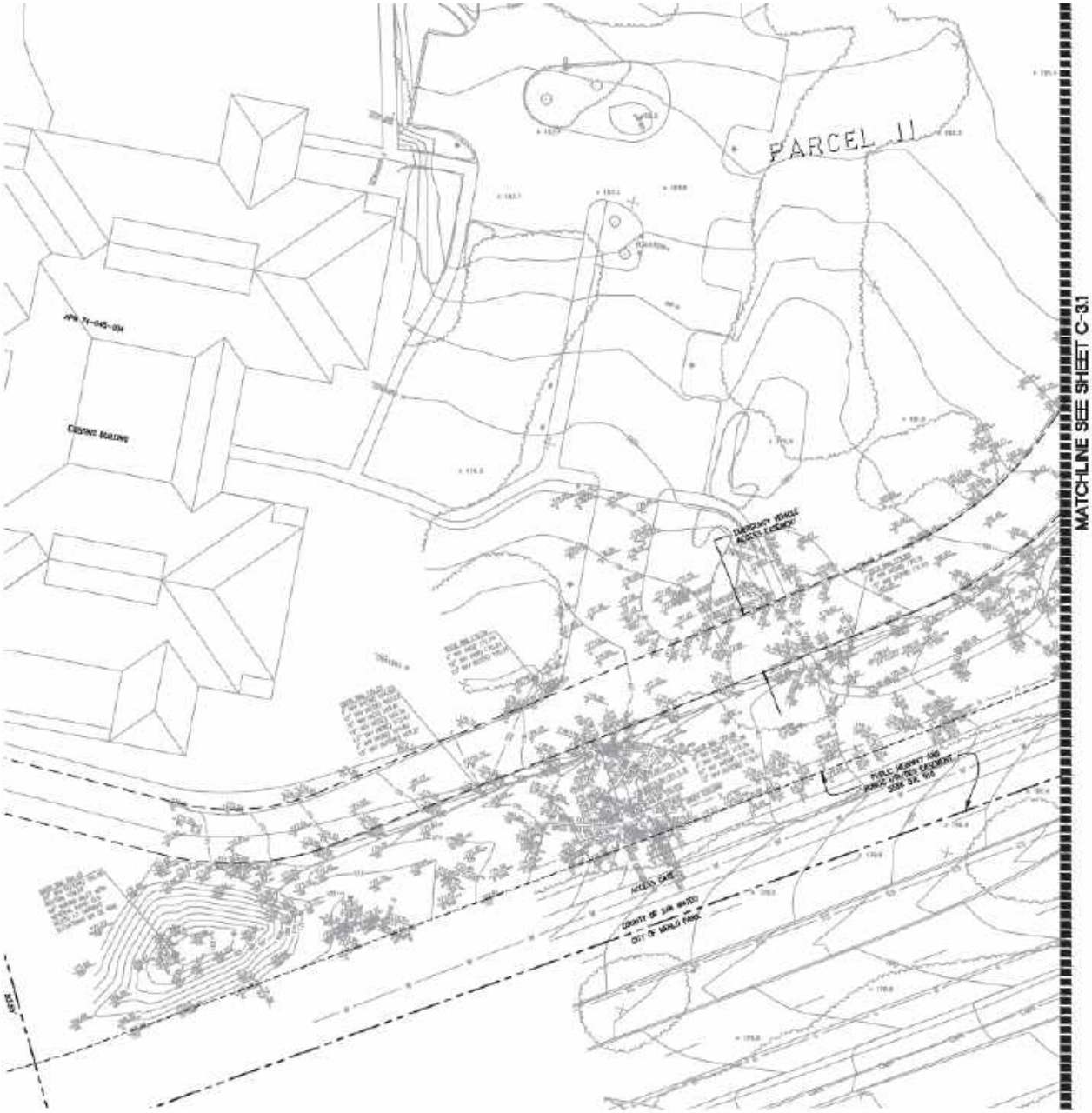

ARBORIST REPORT NOTE

TREE DISPOSITION DATA AND PROTECTION REQUIREMENTS ARE PER ARBORIST REPORT TITLED "ARBORIST REPORT 2131 SAND HILL ROAD MENLO PARK, CA" PREPARED BY HORTSCIENCE INC. DATED SEPTEMBER 6, 2016

LEGEND

- TREE TAG NUMBER
- HERITAGE TREE TAG NUMBER
- REMOVE EXISTING TREE
- REMOVE EXISTING HERITAGE TREE
- TREE PROTECTION ZONE (DIAMETER VARIES)
- HERITAGE TREE PROTECTION ZONE (DIAMETER VARIES)

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DATE: MARCH 7, 2017

SIGNED: [redacted]
R.C.E. NO. 68515, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/06/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	03/30/2017	Planning Resubmittal 4	

TREE DISPOSITION PLAN

Project Number	216102
Date:	03/30/2017
Scale	1"=20'

C-3.0

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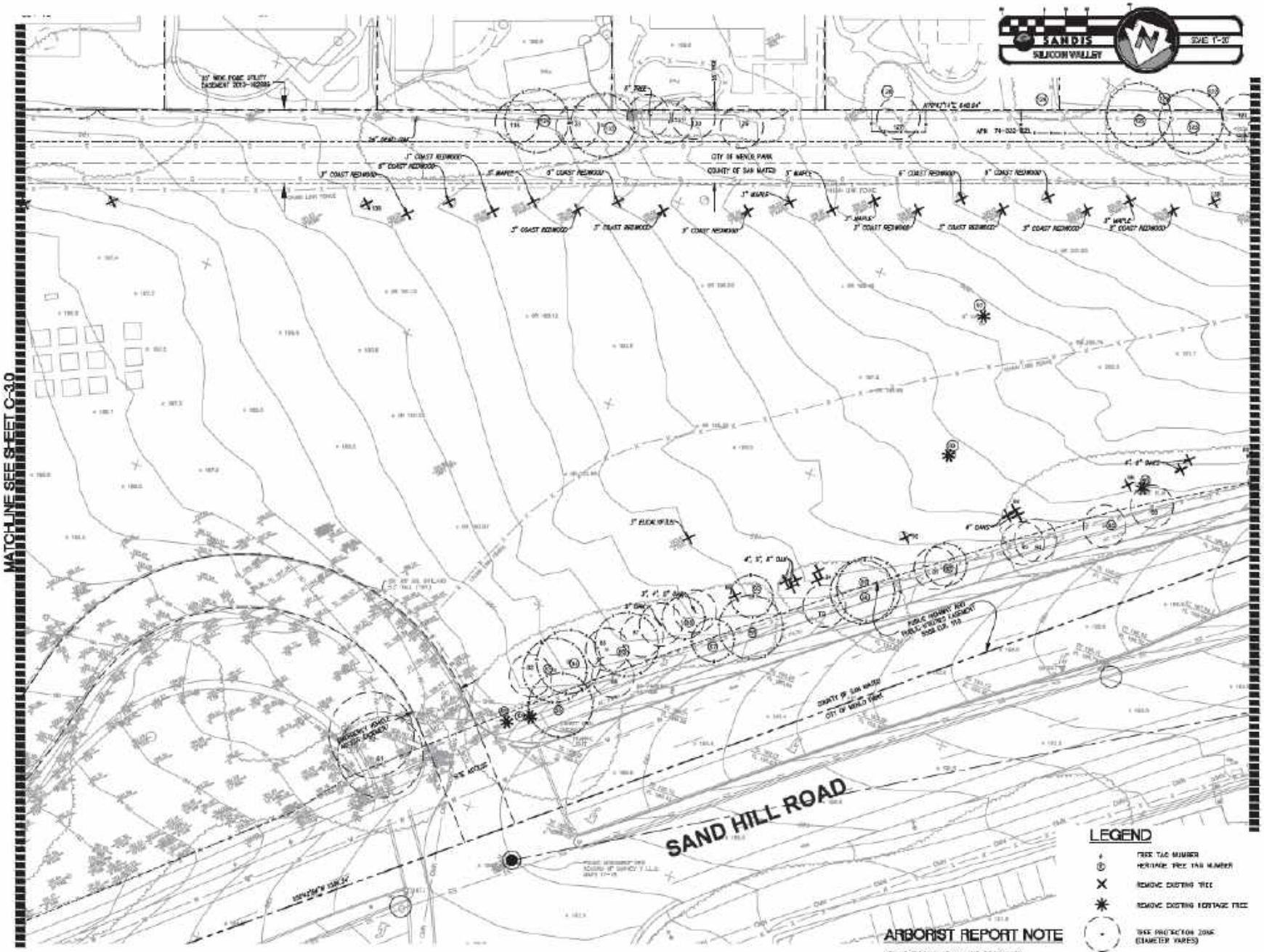

ARBORIST REPORT NOTE

TREE DISPOSITION DATA AND PROTECTION REQUIREMENTS ARE PER ARBORIST REPORT TITLED "ARBORIST REPORT 2131 SAND HILL ROAD MENLO PARK, CA" PREPARED BY HORTSCIENCE INC. DATED SEPTEMBER 6, 2016

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DATE: MARCH 7, 2017

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/06/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	06/05/2017	Planning Resubmittal 3	
5	09/06/2017	Planning Resubmittal 4	

TREE DISPOSITION PLAN

Project Number	216102
Date:	09/06/2017
Scale	1"=20'

C-3.1

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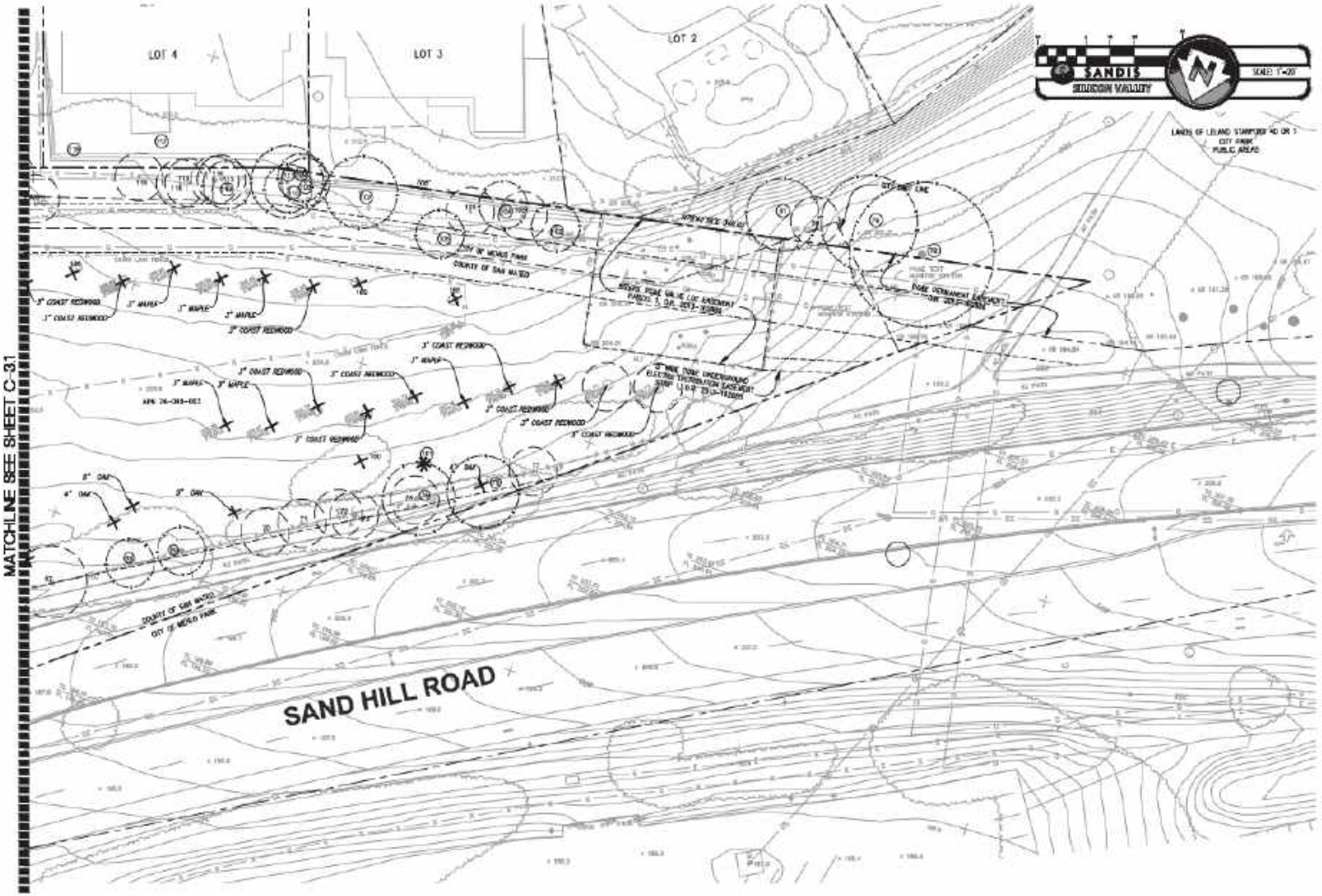

MATCHLINE SEE SHEET C-3.1

ARBORIST REPORT NOTE

TREE DISPOSITION DATA AND PROTECTION REQUIREMENTS ARE PER ARBORIST REPORT TITLED "ARBORIST REPORT 2131 SAND HILL ROAD MENLO PARK, CA" PREPARED BY HORTSCIENCE INC. DATED SEPTEMBER 8, 2015

LEGEND

- # — TREE TAG NUMBER
- (#) — HERITAGE TREE TAG NUMBER
- X — REMOVE EXISTING TREE
- ✱ — REMOVE EXISTING HERITAGE TREE
- TREE PROTECTION ZONE (DIAMETER VARIES)
- HERITAGE TREE PROTECTION ZONE (DIAMETER VARIES)

File: K:\PLOTSTAMPS\2131 SAND HILL ROAD\CONTRACT\C3.2 TREE DISPOSITION.dwg Date:Mar 23, 2017 - 11:14am, Wendel

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DATE: MARCH 7, 2017

SIGNATURE
R.C.E. NO. 68515, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/06/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	03/30/2017	Planning Resubmittal 4	

TREE DISPOSITION PLAN

Project Number	216102
Date:	03/30/2017
Scale	1"=20'

C-3.2

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ARBORIST REPORT NOTE

TREE DISPOSITION DATA AND PROTECTION REQUIREMENTS ARE PER ARBORIST REPORT TITLED "ARBORIST REPORT 2131 SAND HILL ROAD MENLO PARK, CA" PREPARED BY HORTSCIENCE INC. DATED SEPTEMBER 8, 2015

TREE REMOVAL NOTES

1. THE LOCATION OF ALL SERVICE RUNS SUCH AS WATER SUPPLY, SEWER, ELECTRICITY, TELEPHONES, CABLE, GAS, STORM DRAIN LINES, ETC. SHALL BE ASCERTAINED BEFORE TREE REMOVAL WORK IS STARTED. WHERE SUCH LINES WILL BE AFFECTED BY TREE REMOVAL, OR WHERE TREE REMOVAL MACHINERY WILL BE WORKING NEARBY, LINES SHOULD BE CAREFULLY SEALED OFF, PROTECTED OR DIVERTED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO TAKE NECESSARY PRECAUTIONARY ACTIONS.

2. REMOVE ONLY THOSE TREES INDICATED ON THIS PLAN TO BE REMOVED. TREES INDICATED TO BE REMOVED SHALL HAVE ALL ROOTS AND STUMP REMOVED TO A DEPTH OF 24" BELOW GRADE.

TREE PROTECTION NOTES

1. THE GENERAL CONTRACTOR SHALL TAKE THE FOLLOWING STEPS TO PRESERVE AND PROTECT ALL EXISTING TREES SHOWN TO REMAIN:

   A. PRIOR TO COMMENCEMENT OF DEMOLITION, GRADING AND CONSTRUCTION, TEMPORARY FENCING SHALL BE INSTALLED AT THE DRIP LINE OF EACH TREE TO BE PRESERVED. REFER TO DETAIL. FENCED AREAS SHALL NOT BE VIOLATED DURING CONSTRUCTION.

   B. ALL EXISTING ON SITE TREES INDICATED TO REMAIN SHALL BE TRIMMED BY A LICENSED ARBORIST FOUR WEEKS PRIOR TO COMMENCEMENT OF DEMOLITION OF GRADING OPERATIONS. ALL BROKEN OR BRUISED BRANCHES AND DEAD WOOD SHALL BE REMOVED. ALL CUTS OVER ½" DIAMETER SHALL BE PAINTED WITH "TREE SEAL" OR APPROVED EQUAL. IN NO CASE SHALL ANY TREE BE TOPPED.

   C. ALL EXISTING ON SITE TREES INDICATED TO REMAINS SHALL BE FERTILIZED BY ROOT INJECTION BY A LICENSED ARBORIST FOUR WEEKS PRIOR TO COMMENCEMENT OF GRADING OR DEMOLITION OPERATIONS.

2. ALL EXISTING ON-SITE TREES INDICATED TO REMAIN SHALL BE PRESERVED AND PROTECTED DURING CONSTRUCTION. NO GRADING IS PERMITTED WITHIN THE DRIP-LINE OF ANY TREE INDICATED TO REMAIN. NO DEBRIS OR MATERIALS SHALL BE STOCKPILED AROUND THE BASE OF THE TREES. NO TRADESMAN SHALL DUMP DEBRIS OR FLUIDS WITHIN THE DRIP-LINE OF ANY TREES (PLASTER, PAINT, THINNER, ETC.). ALL TREES SHALL BE FENCED BY THE GENERAL CONTRACTOR TO AVOID COMPACTION OF THE TREE'S ROOT SYSTEM AND DAMAGE TO THE BARK. THE FENCE SHALL BE SIX FEET HIGH, AND EXTEND OUT TO THE DRIP-LINE OF THE TREE.

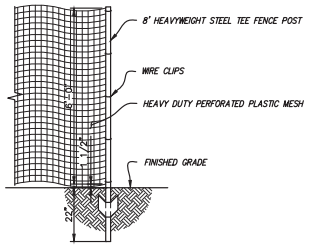
3. ALL EXISTING ON-SITE TREES INDICATED TO REMAIN SHALL BE WATERED BY THE GENERAL CONTRACTOR CONTINUOUSLY DURING THE COURSE OF CONSTRUCTION. IF POTABLE WATER IS NOT AVAILABLE ON THE SITE, A WATERING TRUCK SHALL BE EMPLOYED TO ACCOMPLISH THE WATERING.

4. DO NOT DISTURB SURFACE SOIL WITHIN TREE DRIP-LINE EXCEPT AS MANDATED BY CONSTRUCTION PLANS.

5. DURING PERIODS OF EXTENDED DROUGHT, SPRAY OAK TREES TO REMOVE ACCUMULATED CONSTRUCTION DUST AND DEBRIS.

6. GRADE IN LINES RADIAL TO THE EXISTING TREE RATHER THAN TANGENTIAL. IF ROOTS ARE ENCOUNTERED WHILE GRADING, CUT THEM CLEANLY WITH A SAW. DO NOT RIP THEM WITH GRADING EQUIPMENT.

7. DO NOT ATTEMPT DEMOLITION OF TREES WITH GRADING EQUIPMENT WHEN TREES THAT ARE TO BE PRESERVED ARE IN THE VICINITY.



NOTES:

1. THE DRIPLINE OF EACH TREE TO BE PROTECTED SHALL BE ENCLOSED WITH A 6' HIGH TEMPORARY FENCE. FENCE FABRIC SHALL BE HEAVY DUTY PERFORATATED, BRIGHT COLORED, PLASTIC MESH. FENCE STAKES SHALL BE 8' HEAVY WEIGHT STEEL TEE FENCE POSTS DRIVEN 22" INTO GRADE.

TREE PROTECTION DETAIL 1
N. T. S.

TREE DISPOSITION TABLE

ree No	Spec es	runk Diameter (n)	Her tage ree	Condition 1=poor 5=excellent	Remove or ree Protection Zone (ft)	Suitability for Preservation
51	Italian stone pine	29	Yes	3	20	Moderate
52	Coast live oak	13	Yes		20	Moderate
53	**Italian stone pine**	**18 11**	**Yes**	**2**	**Remove**	**Low**
54	**River red gum**	**20 19 16**	**Yes**	**2**	**Remove**	**Low**
55	River red gum	21	Yes	3	15	Low
56	Coast live oak	9	No	3	10	Moderate
57	Coast live oak	13,12,10	Yes		10	Low
58	Va ley oak	11	Yes		15	Moderate
59	Va ley oak	10	Yes	3	15	Low
60	Blue oak	9,6	Yes	3	15	Moderate
61	Blue oak	6	No	3	10	Low
62	Coast live oak	10	Yes	3	10	Low
63	Coast live oak	8	No	3	10	Low
6	Coast live oak	7,5,	No	3	10	Low
65	Coast live oak	11	Yes	2	10	Low
66	Coast live oak	9	No	3	10	Moderate
67	Va ley oak	8,	No	3	15	Low
68	Coast live oak	10	Yes		10	Moderate
69	Coast live oak	8,7,7,6,5	Yes		10	Moderate
70	Coast live oak	6, ,3	No	3	10	Low
71	Coast live oak	8	No	3	10	Low
72	Winged elm	6,5,	No	3	10	Moderate
73	Winged elm	6, .	No	3	10	Moderate
7	Va ley oak	8	No	3	10	Moderate
75	Coast live oak	11	Yes	3	15	Low
76	Va ley oak	10	Yes		15	Moderate
77	Coast live oak	9	No	3	10	Low
78	Va ley oak	36	Yes	3	30	Moderate
79	Manna gum	36	Yes	3	20	Moderate
80	Coast live oak	8	No	3	10	Moderate
81	Coast live oak	16	Yes	3	15	Moderate
82	Coast live oak	7	No		10	High
83	Monterey pine	18	Yes	2	15	Low
8	Monterey pine	1 ,13,7	Yes	2	15	Low
85	Monterey pine	9,7,7,5	No	2	10	Low
86	Monterey pine	18	Yes	2	15	Low
87	Monterey pine	11	No	2	10	Low
88	Coast live oak	8,5,	Yes		10	High
89	Coast live oak	6	No		Remove	High
90	Coast live oak	8,7,5	Yes		10	High
91	Coast live oak	9	No		Remove	High
92	Coast live oak	9	No		Remove	High
93	**Valley oak**	**12 8**	**Yes**	**4**	**Remove**	**High**
9	Coast live oak	6,3	No		Remove	High

ree No	Species	runk Diameter (in)	Her tage ree	Condition 1=poor 5=excellent	Remove or ree Protection Zone (ft)	Suitability for Preservation
95	Winged elm	7,5	No	1	Remove	Low
96	**Winged e m**	**15**	**Yes**	**1**	**Remove**	**Low**
97	**Valley oak**	**6 4 2**	**Yes**	**4**	**Remove**	**High**
98	Winged elm	8,5	No	1	Remove	Low
99	Winged elm	6,	No	1	Remove	Low
100	Winged elm	7	No	2	Remove	Low
101	**Monterey p ne**	**17**	**Yes**	**3**	**Remove**	**Low**
102	Valley oak	9,6	Yes	2	10	Low
103	Valley oak	7	No	2	10	Low
10	Coast live oak	1 ,13,9	Yes	3	10	Low
105	Coast live oak	9	No	1	10	Low
106	Coast live oak	10	Yes	3	10	Moderate
107	Coast live oak	1	Yes		15	Moderate
108	Valley oak	10	Yes	3	10	Moderate
109	Coast live oak	10	Yes	3	10	Moderate
110	Coast live oak	10	Yes	3	10	Low
111	Coast live oak	17	Yes		15	Moderate
112	Coast live oak	13	Yes	2	10	Low
113	Holly oak	8,8	No	3	10	Low
11	Holly oak	9,7,5	No	3	10	Low
115	Holly oak	6	No	3	10	Moderate
116	Coast live oak	9	No	3	10	Moderate
117	Southern magnol a	30	Yes		10	High
118	Coast live oak	8	No		10	High
119	Camphor, 20	20	Yes	3	10	Moderate
120	Holly oak	1	No	2	10	Low
121	Holly oak	6	No		10	High
122	Mt. Atlas p stache	36	Yes		10	High
123	Coast live oak	15	Yes	3	15	Moderate
12	Coast live oak	18	Yes		10	High
125	Coast live oak	12	Yes	3	15	Moderate
126	Silver dollar gum	2	Yes		10	High
127	Coast live oak	9	No	5	10	High
128	Silk oak	36	Yes		10	Moderate
129	Purpleleaf plum	8	No	3	10	Moderate
130	Purpleleaf plum	8	No	2	10	Low
131	African fern pine	6	No		10	High
132	Coast live oak	10,8	Yes		15	High
133	Winged elm	6,	No	2	10	Low
13	Coast live oak	17	Yes	3	15	Moderate
135	O ive	7	No	3	10	Low
138	Coast redwood	6	No	5	Remove	Moderate
158	Coast redwood	6	No	5	Remove	Moderate
160	Coast redwood	6	No	5	Remove	Moderate
166	Coast redwood	6	No		Remove	Moderate
168	Coast redwood	6	No	5	Remove	Moderate

HERITAGE TREE REPLACEMENT

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DATE MARCH 2 , 2017

CHAD J. BROWNING
R.C.E. NO. 68315, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2015	Planning Submittal	
2	08/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

TREE DISPOSITION NOTES & TABLE

Project Number:	215102
Date:	05/30/2017
Scale	N.T.S.

C-3.3

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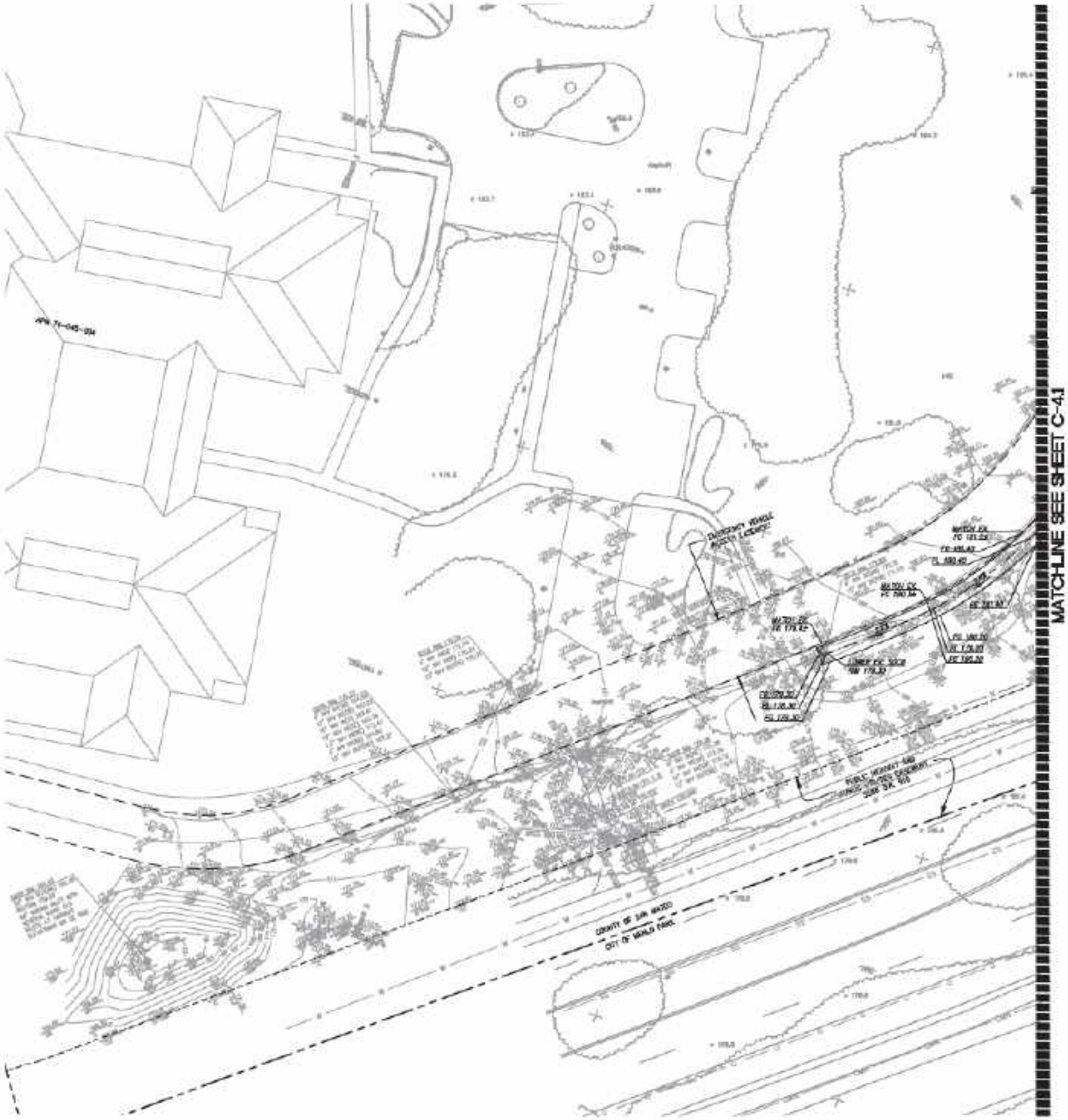

SANDIS
SILICON VALLEY
SCALE: 1"=20'

LEGEND

- CONCRETE PAVING
- IRREGULAR FLAGSTONE PAVERS (ROADWAY)
- IRREGULAR FLAGSTONE PAVERS
- AC PAVING
- LANDSCAPE
- BRIDGE

GRADING NOTES

A. CONTACT PUBLIC WORKS AT 650-__-____ TO SCHEDULE AN INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE OF COMMENCEMENT OF GRADING.
B. GRADING SHALL FOLLOW THE SPECIFICATIONS IN THE SOILS REPORT DATED _____ [OR MIT] CONTACT SOILS ENGINEER _____ [NAME] AT _____ [PHONE].
C. GRADING OPERATIONS AND/OR DRAINAGE FACILITIES SHALL HAVE NO NEGATIVE IMPACT TO ANY HERITAGE TREE. OWNER ACKNOWLEDGES FACILITATION OF MITIGATION BETWEEN THE ARBORIST, PROJECT ARBORIST, AND CONTRACTOR WITH RESPECT TO TREE CARE.
D. ALL GRADING DURING THE RAINY SEASON (OCTOBER 15TH THROUGH APRIL 15TH) REQUIRES AN EROSION AND SEDIMENT CONTROL PLAN APPROVED BY THE CITY. STORMWATER POLLUTION PREVENTION MEASURES SHALL BE IMPLEMENTED THROUGHOUT THE YEAR, TO THE SATISFACTION OF THE CONSTRUCTION SUPERVISOR.
E. MODIFICATIONS TO THE APPROVED GRADING AND DRAINAGE PLAN REQUIRE APPROVAL BY THE CITY IN ADVANCE OF THEIR CONSTRUCTION. REVISED PLAN SHALL BE GENERATED BY THE ENGINEER OR ARCHITECT WHO ORIGINALLY PREPARED THE PLAN.
F. DEVIATIONS FROM THE APPROVED PLAN AND/OR FAILURE TO OBTAIN INSPECTION MAY DELAY PUBLIC WORKS SIGNOFF FOR BUILDING OCCUPANCY.

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DATE: MARCH 7, 2017

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/29/2016	Planning Resubmittal 1	
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4	05/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

GRADING AND DRAINAGE PLAN

Project Number	216102
Date:	05/30/2017
Scale	1"=20'

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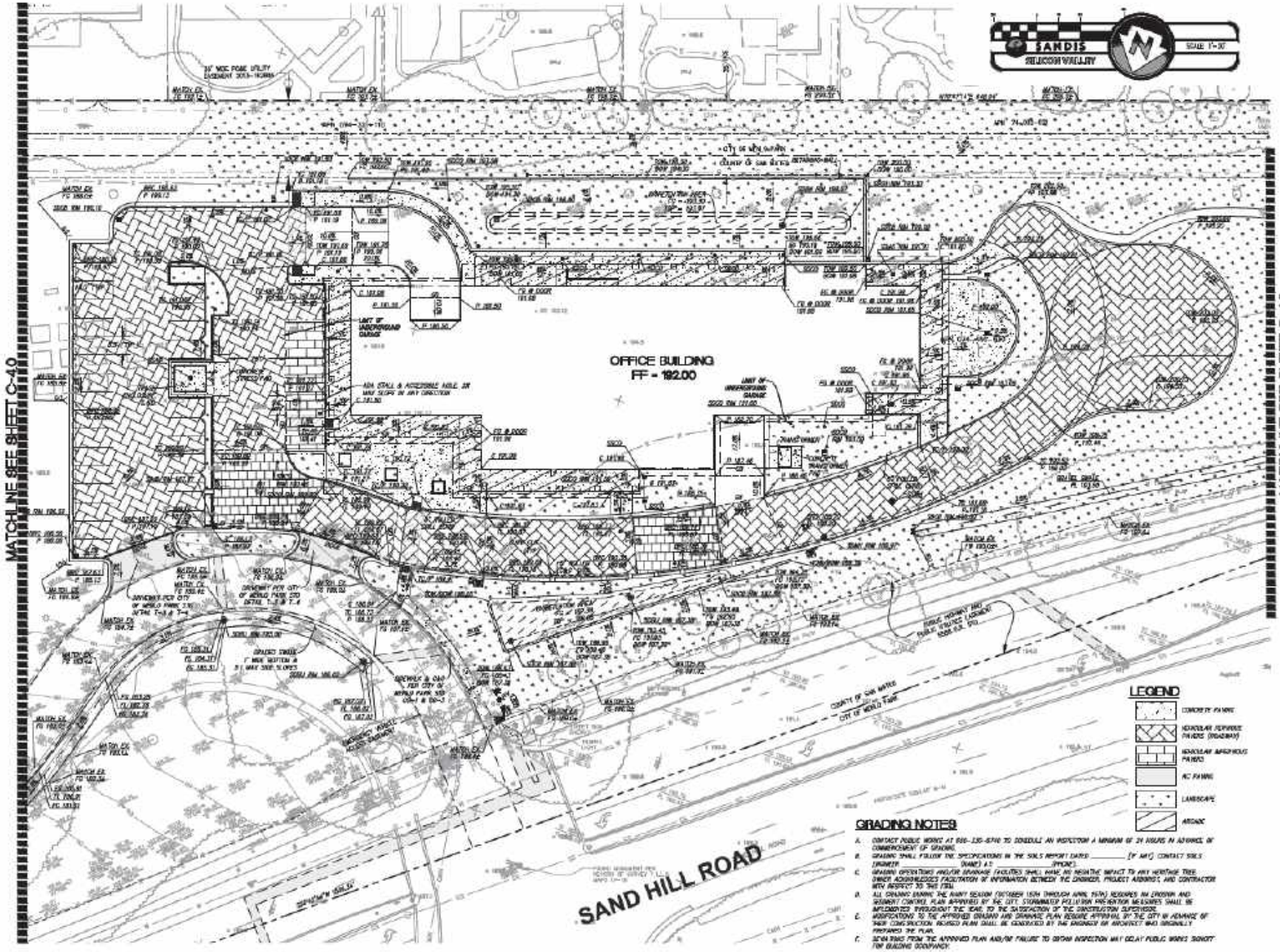

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/06/2016	Planning Resubmittal 1	
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4	06/05/2017	Planning Resubmittal 3	
5	08/30/2017	Planning Resubmittal 4	

GRADING AND DRAINAGE PLAN

Project Number	216102
Date:	08/30/2017
Scale	1"=30'

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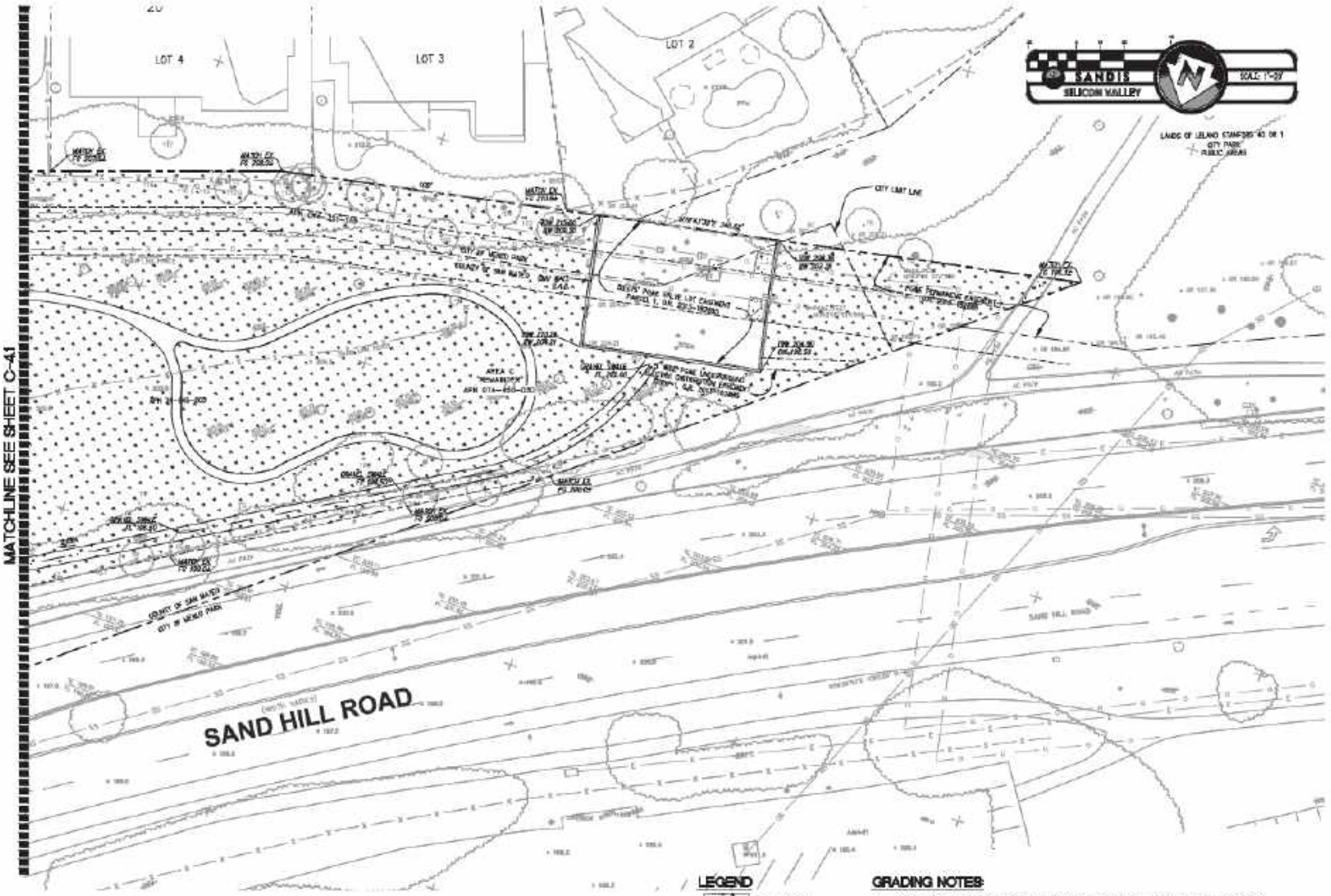

LEGEND

- CONCRETE PAVING
- VEHICULAR PERVIOUS PAVERS (ROADWAY)
- VEHICULAR HARDSCAPE PAVERS
- AC PAVING
- LANDSCAPE
- ARCADE

GRADING NOTES

A. CONTACT PUBLIC WORKS AT 650-330-6740 TO SCHEDULE AN INSPECTION A MINIMUM OF 24 HOURS IN ADVANCE OF COMMENCEMENT OF GRADING.

B. GRADING SHALL FOLLOW THE SPECIFICATIONS IN THE SOILS REPORT DATED _____ (IF ANY). CONTACT SOILS ENGINEER _____ (NAME) AT _____ (PHONE).

C. GRADING OPERATIONS AND/OR DRAINAGE FACILITIES SHALL HAVE NO ADVERSE IMPACT TO ANY HERITAGE TREE. OWNER ACKNOWLEDGES FACILITATION OF INFORMATION BETWEEN CITY ARBORIST, PROJECT ARBORIST, AND CONTRACTOR WITH RESPECT TO TREE ITEM.

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DATE: MARCH 7, 2017

[redacted]
R.C.E. NO. 68515, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
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5	05/30/2017	Planning Resubmittal 4	

GRADING AND DRAINAGE PLAN

Project Number	216102
Date:	05/30/2017
Scale	1"=20'

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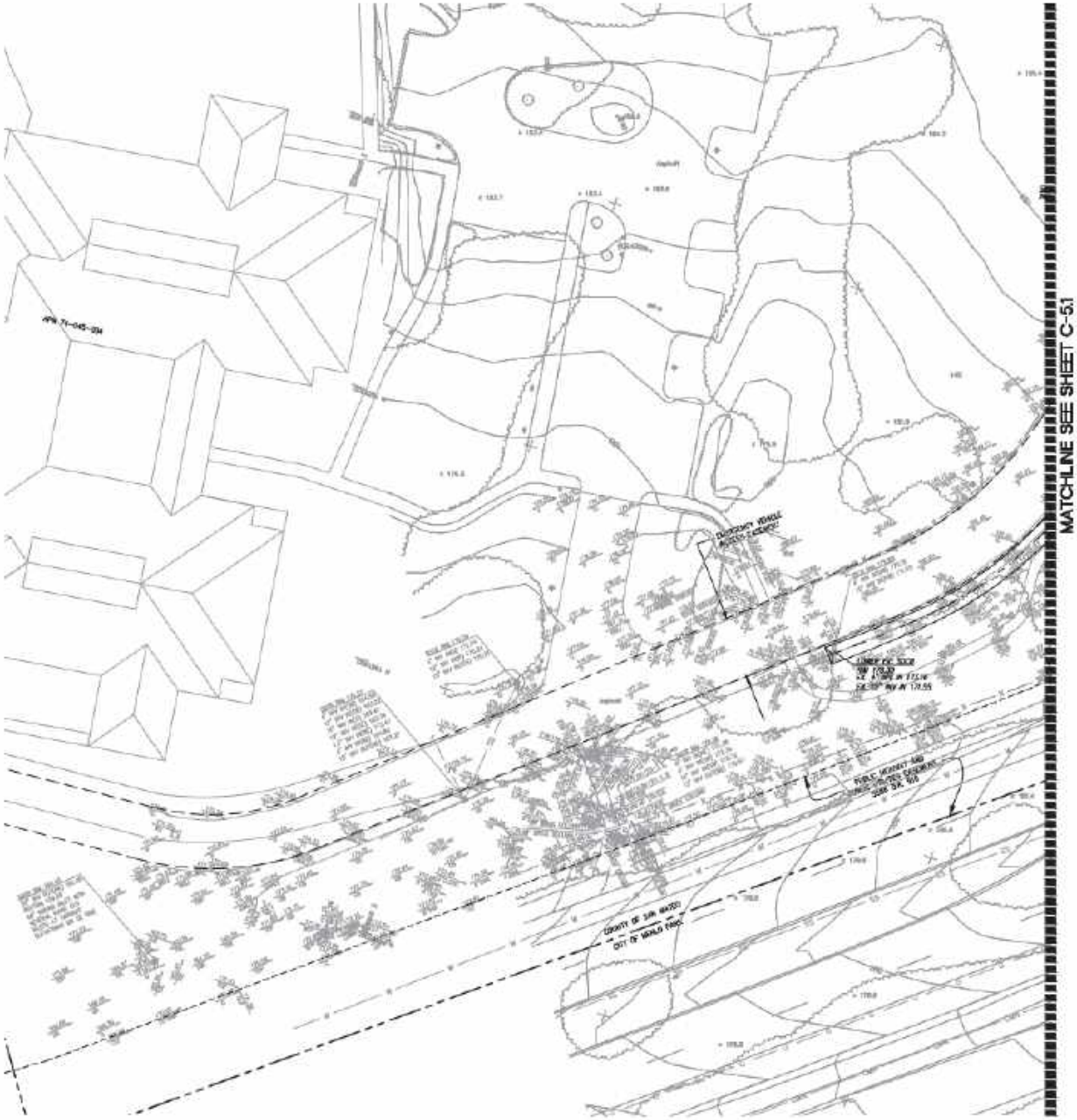

SANDIS
SILICON VALLEY
SCALE: 1"=20'

UTILITY NOTES

1. IT IS THE CONTRACTORS RESPONSIBILITY TO RESTORE ALL TRENCHES IN KIND UNLESS OTHERWISE SPECIFIED ON THIS SHEET.
2. WHERE UTILITIES TRENCHES ARE REQUIRED WITHIN TREE DRIP LINES, TUNNEL UNDER OR AROUND ROOTS BY DRILLING AUGER BORING, PIPE JACKING, OR DIGGING BY HAND. ROOT PRUNING: DO NOT CUT MAIN LATERAL ROOTS OR TAP ROOTS; CUT ONLY SMALLER ROOTS THAT INTERFERE WITH INSTALLATION OF PROPOSED WORK. CUT ROOTS WITH SHARP PRUNING INSTRUMENTS; DO NOT BREAK OR SHRED.
3. ALL EXISTING CLEANOUTS, MANHOLES AND INLET VALVE BOXES TO REMAIN SHALL BE RAISED TO FINISHED GRADE.
4. UTILITY IMPROVEMENTS MAY CAUSE TREE REMOVAL. CONTRACTOR TO SAVE AND PROTECT ALL TREES. CONTRACTOR TO IDENTIFY WHICH TREES ARE TO BE REMOVED AND NOTIFY THE CONSTRUCTION MANAGER BEFORE REMOVAL.
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6. CONTRACTOR TO POT-HOLE AND VERIFY ALL EXISTING UTILITIES FOR INVERTS AND LOCATION. MAINTAIN MINIMUM SLOPE, CLEARANCE, AND COVERAGE ON ALL UTILITIES.
7. CONTRACTOR TO ENSURE ALL EX. LANDSCAPE IRRIGATION DISCONNECTED IS REPAIRED AND IN WORKING ORDER AT THE END OF CONSTRUCTION. (TYP)
8. ALL UTILITIES TO MAINTAIN 1" MIN. VERT. CLEARANCE AT CROSSING. IN AREAS LESS THAN 1' CLEAR UTILITIES ARE TO BE INSTALLED WITH CONCRETE COLLAR. CONTRACTOR TO NOTIFY ENGINEER OF ANY UTILITY CROSSING CONFLICTS PRIOR TO CONSTRUCTION. GAS TO MAINTAIN 24" MIN. BURIAL DEPTH TO TOP OF PIPE.
9. ALL BIKE APPARATUS SHALL HAVE VEHICLE IMPACT PROTECTION IN ACCORDANCE WITH CITY OF MENLO PARK STANDARD DETAILS.
10. APPLY TO MENLO PARK MUNICIPAL WATER DISTRICT FOR NEW WATER SYSTEM CONNECTION(S). SUBMIT APPLICATION AND FIRE DEPARTMENT-APPROVED PLANS.

UTILITY/POTHOLE NOTE

THE TYPES, LOCATIONS, SIZES AND JOB DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ARE APPROXIMATE AND WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, THE ENGINEER CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF THE LOCATION OF SUCH UNDERGROUND UTILITIES WHICH MAY BE ENCOUNTERED, BUT WHICH ARE NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND FACILITIES AND UTILITIES BY POTHOLING PRIOR TO COMMENCING CONSTRUCTION.

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DATE: MARCH 7, 2017

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/06/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	06/02/2017	Planning Resubmittal 3	
5	06/30/2017	Planning Resubmittal 4	

UTILITY PLAN

Project Number	2161.02
Date:	06/30/2017
Scale	1"=20'

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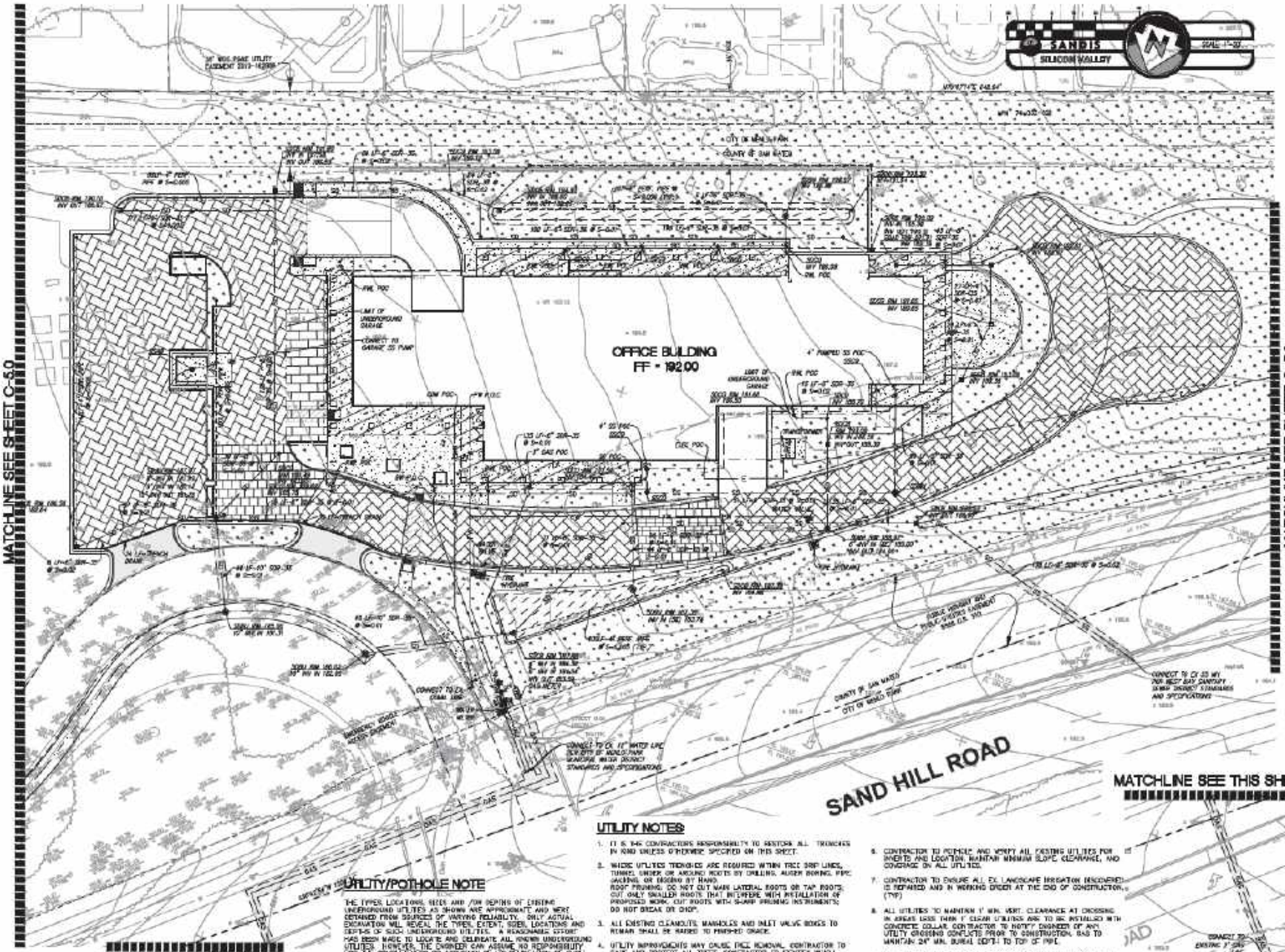

UTILITY/POTHOLE NOTE

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DATE: MARCH 2, 2017

DAVID J. BRANNING
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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
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5	03/30/2017	Planning Resubmittal 4	

UTILITY PLAN

Project Number:	2161.02
Date:	03/30/2017
Scale:	1"=20'

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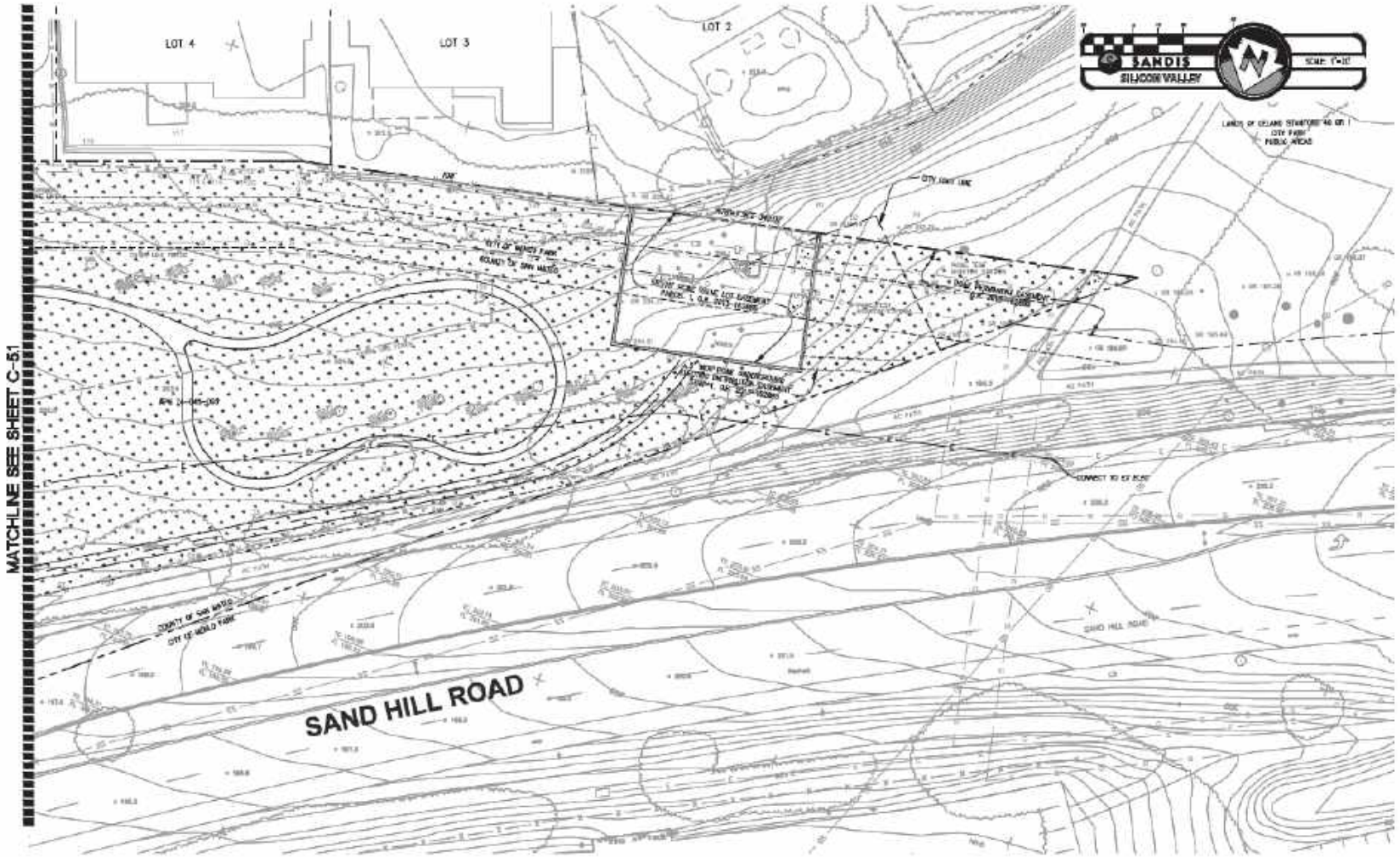

UTILITY/POTHOLE NOTE

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DATE: MARCH 7, 2017

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2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

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5	03/30/2017	Planning Resubmittal 4	

UTILITY PLAN

Project Number	216102
Date:	03/30/2017
Scale	1"=20'

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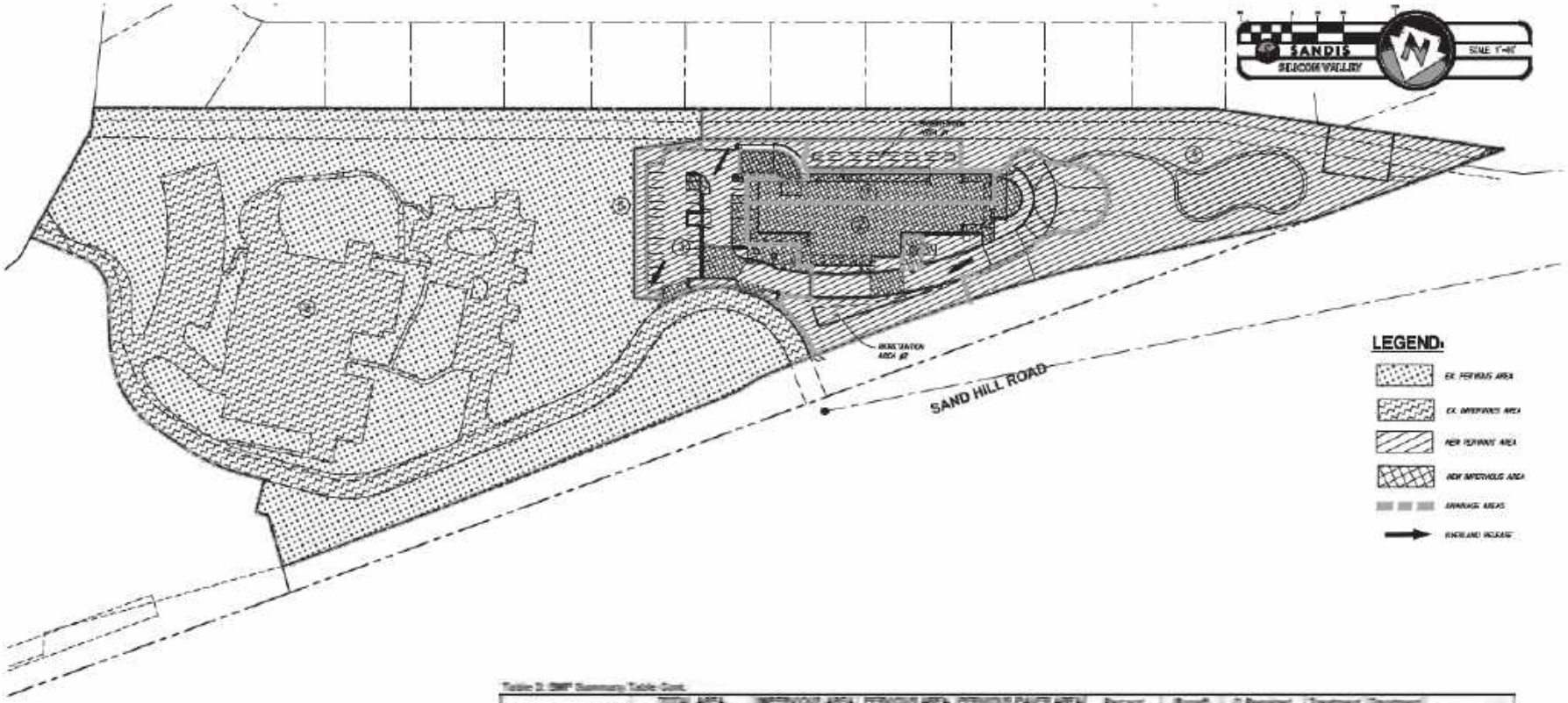

Table 3: SMP Summary Table-Cont.

BIO-RETENTION AREAS	TOTAL AREA sq. ft.	TOTAL AREA Ac.	IMPERVIOUS AREA sq. ft.	IMPERVIOUS AREA Ac.	PERVIOUS AREA sq. ft.	PERVIOUS AREA Ac.	PERVIOUS PAVER AREA sq. ft.	PERVIOUS PAVER AREA Ac.	Percent Impervious	Runoff Coefficient	C Required (site)	Treatment Area	Treatment Available	Adequate Sizing
AREA 1*	10,415	0.40	10,087	0.23	4,532	0.10	1,796	0.04	0.66	0.70	0.24	520	914	OK
AREA 2	46,709	1.07	14,625	0.34	30,104	0.69	10,975	0.25	0.33	0.50	0.10	891	1,200	OK

For Pervious Paver C.Sh volume sizing, see Worksheets for Calculating Water Quality Design Volume.

SELF-RETAINING AREAS	TOTAL AREA sq. ft.	TOTAL AREA Ac.	IMPERVIOUS AREA sq. ft.	IMPERVIOUS AREA Ac.	PERVIOUS AREA sq. ft.	PERVIOUS AREA Ac.	PERVIOUS PAVER AREA sq. ft.	PERVIOUS PAVER AREA Ac.
AREA 3	26,913	0.62	7,767	0.18	17,380	0.40	1,766	0.04

For Pervious Paver C.Sh volume sizing, see Worksheets for Calculating Water Quality Design Volume.

SELF-TREATING	TOTAL AREA sq. ft.	TOTAL AREA Ac.	IMPERVIOUS AREA sq. ft.	IMPERVIOUS AREA Ac.	PERVIOUS AREA sq. ft.	PERVIOUS AREA Ac.	PERVIOUS PAVER AREA sq. ft.	PERVIOUS PAVER AREA Ac.
AREA 4*	79,758	1.79	2,865	0.06	76,893	1.76	0.00	0.00
AREA 5	5,379	0.08	0	0.00	5,379	0.08	0.00	0.00
SUB TOTAL	185,407	7.66	20,379	0.46	160,887	3.67	20,754	0.55

EXISTING AREA	TOTAL AREA sq. ft.	TOTAL AREA Ac.	IMPERVIOUS AREA sq. ft.	IMPERVIOUS AREA Ac.	PERVIOUS AREA sq. ft.	PERVIOUS AREA Ac.	% Impervious
AREA 6*	204,928	7.00	150,472	3.45	199,422	4.58	24.0%
TOTAL	474,332	10.89	141,240	3.24	333,240	7.65	29.7%

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DATE: MARCH 7, 2017

DAVID J. BRANNAN
R.C.E. NO. 68515, EXPIRES: 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	06/02/2017	Planning Resubmittal 3	
5	06/30/2017	Planning Resubmittal 4	

STORMWATER MANAGEMENT PLAN

Project Number	216102
Date:	06/30/2017
Scale	1"=40'

C-6.0

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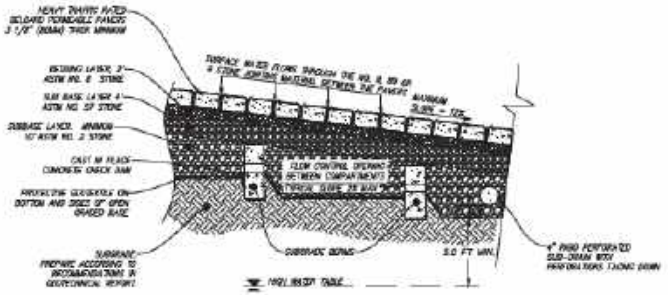

PERVIOUS PAVERS ON SLOPED CONDITION (2)
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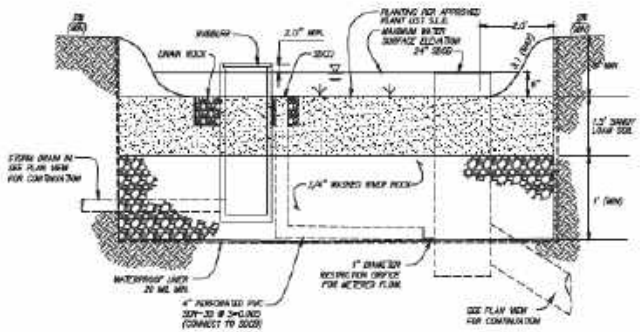

BIORETENTION AREA (1)
N.T.S.

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DATE: MARCH 2, 2017

SIGNED
R.C.E. NO. 68515, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/29/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	[illegible]	Planning Resubmittal 4	

STORMWATER MANAGEMENT PLAN DETAILS

Project Number	216102
Date:	03/02/2017
Scale	NO SCALE

C-6.1

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File: K:\PJ\SNDS\PERMIT\2131 SAND HILL ROAD\CONTRACT\DLD SWMP.dwg Date:May 25, 2017 – 11:14am, ekarish

SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

Construction Best Management Practices (BMPs)

Construction projects are required to implement the stormwater best management practices (BMP) on this page, as they apply to your project, all year long.

Materials & Waste Management

Non-Hazardous Materials

- ☐ Berm and cover stockpiles of sand, dirt or other construction material with tarps when rain is forecast or if not actively being used within 14 days.
- ☐ Use (but don't overuse) reclaimed water for dust control.

Hazardous Materials

- ☐ Label all hazardous materials and hazardous wastes (such as pesticides, paints, thinners, solvents, fuel, oil, and antifreeze) in accordance with city, county, state and federal regulations.
- ☐ Store hazardous materials and wastes in water tight containers, store in appropriate secondary containment, and cover them at the end of every work day or during wet weather or when rain is forecast.
- ☐ Follow manufacturer's application instructions for hazardous materials and be careful not to use more than necessary. Do not apply chemicals outdoors when rain is forecast within 24 hours.
- ☐ Arrange for appropriate disposal of all hazardous wastes.

Waste Management

- ☐ Cover waste disposal containers securely with tarps at the end of every work day and during wet weather.
- ☐ Check waste disposal containers frequently for leaks and to make sure they are not overfilled. Never hose down a dumpster on the construction site.
- ☐ Clean up leaks or spills immediately and dispose of clean up materials properly.
- ☐ Dispose of all wastes and debris properly. Recycle materials and wastes that can be recycled (such as asphalt, concrete, aggregate base materials, wood, gyp board, pipe, etc.).
- ☐ Dispose of liquid residues from paints, thinners, solvents, glues, and cleaning fluids as hazardous waste.

Construction Entrances and Perimeter

- ☐ Establish and maintain effective perimeter controls and stabilize all construction entrances and exits to sufficiently control erosion and sediment discharges from site and tracking off site.
- ☐ Sweep or vacuum any street tracking immediately and secure sediment source to prevent further tracking. Never hose down streets to clean up tracking.

Equipment Management & Spill Control

Maintenance and Parking

- ☐ Designate an area, fitted with appropriate BMPs, for vehicle and equipment parking and storage.
- ☐ Perform major maintenance, repair jobs, and vehicle and equipment washing off site.
- ☐ If refueling or vehicle maintenance must be done onsite, work in a bermed area away from storm drains and over a drip pan or drop cloths big enough to collect fluids. Recycle or dispose of fluids as hazardous waste.
- ☐ If vehicle or equipment cleaning must be done onsite, clean with water only in a bermed area that will not allow runon water to run into gutters, streets, storm drains, or surface waters.
- ☐ Do not clean vehicle or equipment onsite using soaps, solvents, degreasers, or steam cleaning equipment.

Spill Prevention and Control

- ☐ Keep spill cleanup materials (e.g., rags, absorbents and an oil filter) available at the construction site at all times.
- ☐ Inspect vehicles and equipment frequently for and repair leaks promptly. Use drip pans to catch leaks until repairs are made.
- ☐ Clean up spills or leaks immediately and dispose of cleanup materials properly.
- ☐ Do not hose down surfaces where fluids have spilled. Use dry cleaning methods (absorbent materials, cat litter, and/or rags).
- ☐ Sweep up spilled dry materials immediately. Do not try to wash them away with water, or bury them.
- ☐ Clean up spills on dirt areas by digging up and properly disposing of contaminated soil.
- ☐ Report significant spills immediately. You are required by law to report all significant releases of hazardous materials, including oil. To report a spill: 1) Dial 911 or your local emergency response number, 2) Call the Governor's Office of Emergency Services Warning Center, (800) 852-7550 (24 hours).

Earthmoving

- ☐ Schedule grading and excavation work during dry weather.
- ☐ Stabilize all denuded areas, install and maintain temporary erosion controls (such as erosion control fabric or bonded fiber matrix) until vegetation is established.
- ☐ Remove existing vegetation only when absolutely necessary, and seed or plant vegetation for erosion control on slopes or where construction is not immediately planned.
- ☐ Prevent sediment from migrating offsite and protect storm drain inlets, gutters, ditches, and drainage courses by installing and maintaining appropriate BMPs, such as fiber rolls, silt fences, sediment basins, gravel bags, berms, etc.
- ☐ Keep exposed soil on site and transfer it to dump trucks on site, not in the streets.

Contaminated Soils

- ☐ If any of the following conditions are observed, test for contamination and contact the Regional Water Quality Control Board:
  - Unusual soil conditions, discoloration, or odor.
  - Abandoned underground tanks.
  - Abandoned wells
  - Buried barrels, debris, or trash.

Paving/Asphalt Work

- ☐ Avoid paving and seal coating in wet weather or when rain is forecast, to prevent materials that have not cured from contacting stormwater runoff.
- ☐ Cover storm drain inlets and manholes when applying seal coat, tack coat, slurry seal, fog seal, etc.
- ☐ Collect and recycle or appropriately dispose of excess abrasives or sand. Do NOT sweep or wash it into gutters.
- ☐ Do not use water to wash down fresh asphalt concrete pavement.

Sawcutting & Asphalt/Concrete Removal

- ☐ Protect nearby storm drain inlets when saw cutting. Use filter fabric, catch basin inlet filters, or gravel bags to keep slurry out of the storm drain system.
- ☐ Shovel, absorb, or vacuum saw-cut slurry and dispose of all waste as soon as you are finished in one location or at the end of each work day (whichever is sooner!).
- ☐ If saw-cut slurry enters a catch basin, clean it up immediately.

Concrete, Grout & Mortar Application

- ☐ Store concrete, grout, and mortar away from storm drains or waterways, and on pallets under cover to protect them from rain, runoff, and wind.
- ☐ Wash out concrete equipment/trucks offsite or in a designated washout area, where the water will flow into a temporary waste pit, and in a manner that will prevent leaching into the underlying soil or onto surrounding areas. Let concrete harden and dispose of as garbage.
- ☐ When washing exposed aggregate, prevent washwater from entering storm drains. Block any inlets and vacuum gutters, hose washwater onto dirt areas, or drain onto a bermed surface, to be pumped and disposed of properly.

Landscaping

- ☐ Protect stockpiled landscaping materials from wind and rain by storing them under tarps all year-round.
- ☐ Stack bagged material on pallets and under cover.
- ☐ Discontinue application of any erodible landscape material within 2 days before a forecast rain event or during wet weather.

Painting & Paint Removal

Painting Cleanup and Removal

- ☐ Never clean brushes or rinse paint containers into a street, gutter, storm drain, or stream.
- ☐ For water-based paints, paint out brushes to the extent possible, and rinse into a drain that goes to the sanitary sewer. Never pour paint down a storm drain.
- ☐ For oil-based paints, paint out brushes to the extent possible and clean with thinner or solvent in a proper container. Filter and reuse thinners and solvents. Dispose of excess liquids as hazardous waste.
- ☐ Paint chips and dust from non-hazardous dry stripping and sand blasting may be swept up or collected in plastic drop cloths and disposed of as trash.
- ☐ Chemical paint stripping residue and chips and dust from marine paints or paints containing lead, mercury, or tributyltin must be disposed of as hazardous waste. Lead based paint removal requires a state certified contractor.

Dewatering

- ☐ Discharges of groundwater or captured runoff from dewatering operations must be properly managed and disposed. When possible send dewatering discharge to landscaped area or sanitary sewer. If discharging to the sanitary sewer call your local wastewater treatment plant.
- ☐ Divert run-on water from off-site away from all disturbed areas.
- ☐ When dewatering, notify and obtain approval from the local municipality before discharging water to a street gutter or storm drain. Filtration or diversion through a basin, tank, or sediment trap may be required.
- ☐ In areas of known or suspected contamination, call your local agency to determine whether the ground water must be tested. Pumped groundwater may need to be collected and hauled off-site for treatment and proper disposal.

Storm drain polluters may be liable for fines of up to $10,000 per day!

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DATE MARCH 2 , 2017

CHAD J. BROWNING
R.C.E. NO. 68315, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2015	Planning Submittal	
2	08/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	03/02/2017	Planning Resubmittal 3	
5	05/30/2017	Planning Resubmittal 4	

CONSTRUCTION BEST MANAGEMENT PRACTICES

Project Number:	215102
Date:	05/30/2017
Scale	NONE

C-6.2

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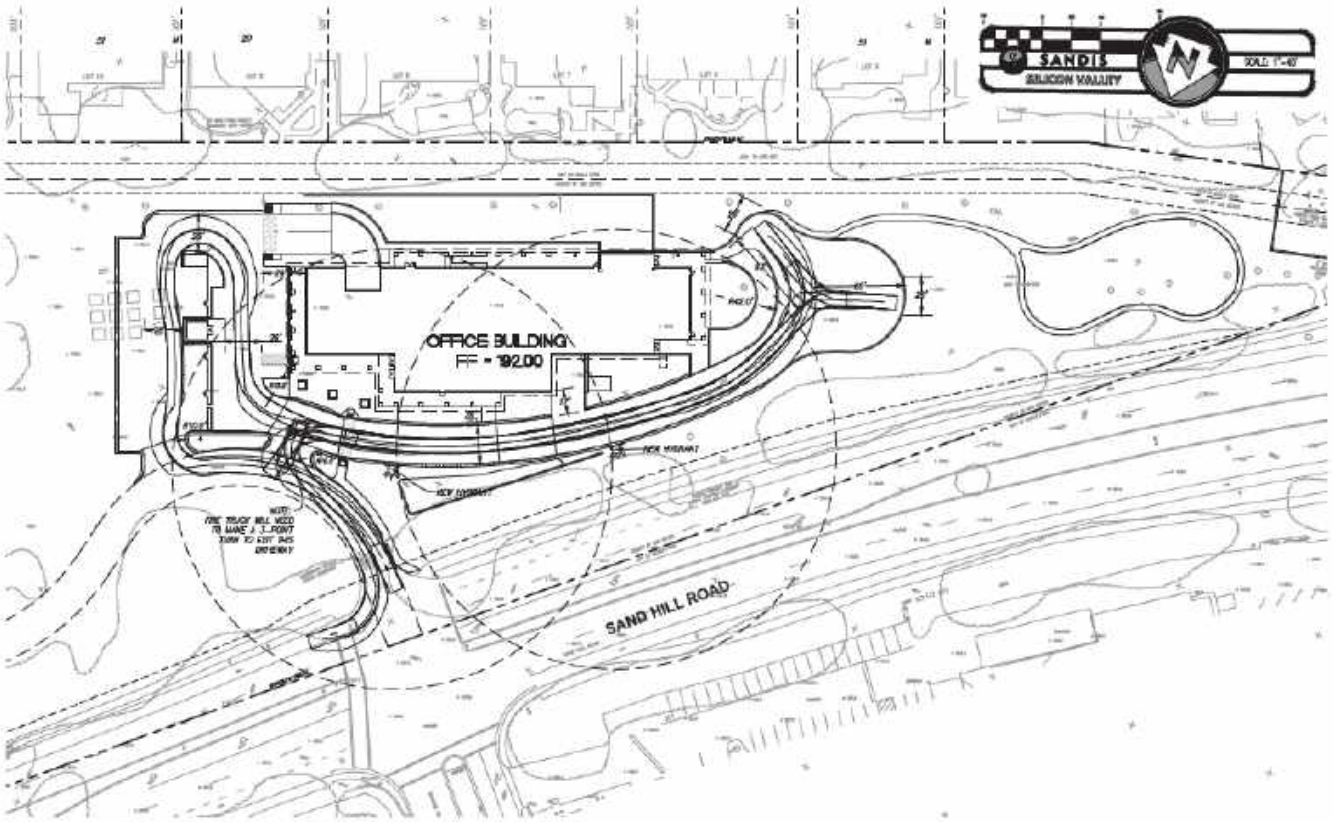
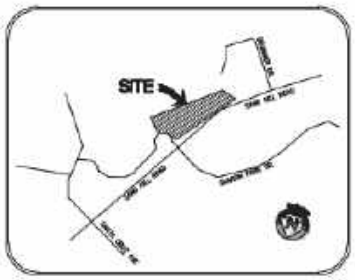


CONSTRUCTION NOTES

1. THE BAY AREA QUALITY MANAGEMENT DISTRICT (BAAQMD) HAS IDENTIFIED A SET OF FEASIBLE PM10 CONTROL MEASURES FOR ALL CONSTRUCTION ACTIVITIES. THESE CONTROL MEASURES, AS PREVIOUSLY REQUIRED IN THE PROGRAM EIR, SHALL BE ADHERED TO DURING ALL CONSTRUCTION ACTIVITIES. (MITIGATION MEASURE AQ-1)
   - A. WATER ALL ACTIVE CONSTRUCTION AREA AT LEAST TWICE DAILY.
   - B. COVER ALL TRUCKS HAULING SOIL, SAND AND OTHER LOOSE MATERIALS OR REQUIRE ALL TRUCKS TO MAINTAIN AT LEAST TWO FEET OF FREEBOARD.
   - C. PAVE, APPLY WATER THREE TIMES DAILY, OR APPLY (NON-TOXIC) SOIL STABILIZERS ON ALL UNPAVED ACCESS ROADS, PARKING AREAS AND STAGING AREAS AT CONSTRUCTION SITES.
   - D. SWEEP DAILY (WITH WATER SWEEPERS) ALL PAVED ACCESS ROADS, PARKING AREAS, AND STAGING AREAS AT CONSTRUCTION SITES.
   - E. SWEEP STREETS DAILY (WITH WATER SWEEPERS) IF VISIBLE SOIL MATERIALS CARRIED ONTO ADJACENT PUBLIC STREETS.
   - F. HYDROSEED OR APPLY (NON-TOXIC) SOIL STABILIZERS TO INACTIVE CONSTRUCTION AREAS (PREVIOUSLY GRADED AREAS INACTIVE FOR TEN DAYS OR MORE).
   - G. ENCLOSE, COVER, WATER TWICE DAILY OR APPLY (NON-TOXIC) SOIL BINDERS TO EXPOSED STOCKPILES (DIRT, SAND).
   - H. LIMIT TRAFFIC SPEEDS ON UNPAVED ROADS TO 15 MPH.
   - I. INSTALL SILT FENCES, SAND BAGS OR OTHER EROSION CONTROL MEASURES TO PREVENT SILT RUNOFF TO PUBLIC ROADWAYS.
   - J. REPLANT VEGETATION IN DISTURBED AREAS AS QUICKLY AS POSSIBLE.
   - K. INSTALL WHEEL WASHERS FOR ALL EXITING TRUCKS, OR WASH OFF THE TIRES OF TRUCKS OF ALL TRUCKS AND EQUIPMENT LEAVING THE SITE, AND
   - L. SUSPEND EXCAVATION AND GRADING ACTIVITY WHEN WINDS (INSTANTANEOUS GUSTS) EXCEED 25 MPH.
2. ALL CONSTRUCTION CONTRACTORS SHALL PROPERLY MAINTAIN THE EQUIPMENT WHERE FEASIBLE USE "CLEAN FUEL" EQUIPMENT AND EMISSIONS CONTROL TECHNOLOGY (E.G. LONG RANGE ENGINES, CATALYTIC CONVERTERS, PARTICULATE TRAPS, ETC.) MEASURES TO REDUCE DIESEL EMISSION WOULD BE CONSIDERED FEASIBLE WHEN THEY ARE CAPABLE OF BEING USED ON EQUIPMENT, WITHOUT INTERFERING SUBSTANTIALLY WITH EQUIPMENT PERFORMANCE. (MITIGATION MEASURE AQ-2).
3. CONSTRUCTION DELIVERY TIMES / ROUTES
   - A. CONSTRUCTION MATERIALS AND FILL DIRT DELIVERED FROM OFF CAMPUS SHALL NOT BE DELIVERED BETWEEN THE HOURS OF 7:00 AM AND 9:00 AM AND 4:00 PM TO 6:00 PM ON WEEKDAYS.
   - B. TRUCKS BRINGING IN FILL DIRT AND BUILDING MATERIALS FOR THE PROJECT FROM OFF-SITE SHALL BE REQUIRED TO USE TRUCK ROUTES SHOWN ON FIGURE 3 OF THE INITIAL STUDY AS DESIGNATED BY THE CITIES OF PALO ALTO AND MENLO PARK.
4. NOISE CONTROL
   CONSTRUCTION PRACTICES SHALL COMPLY WITH THE REQUIREMENTS OF THE COUNTY OF SANTA CLARA NOISE CONTROL ORDINANCE AND ARE TO BE MONITORED BY THE GENERAL CONTRACTOR THROUGHOUT THE CONSTRUCTION PROCESS. THE SUP REQUIRES THE FOLLOWING MEASURES TO REDUCE OPERATIONAL NOISE DURING CONSTRUCTION.
   - A. MECHANICAL EQUIPMENT WITHIN 50 FEET OF A RESIDENCE SHALL BE ACOUSTICALLY ENGINEERED.
   - B. THE BUILDING DESIGN SHALL INCORPORATE DESIGN MEASURES TO LOCATE NOISE SOURCES SUCH AS LOADING DOCKS, TRASH BINS AND MECHANICAL EQUIPMENT AS FAR AWAY FROM NOISE SENSITIVE RECEPTORS AS POSSIBLE.
   - C. ALL OPERATIONAL NOISE SOURCES SHALL COMPLY WITH THE COUNTY NOISE ORDINANCE.
   - D. THE CONTRACTOR SHALL COORDINATE PLANNED GLASSROOM RELOCATIONS PRIOR TO DEMOLITION OR SITE PREPARATION.
   - E. FOR CONSTRUCTION ACTIVITIES THAT WOULD AFFECT SENSITIVE NOISE RECEPTORS OFF-CAMPUS OR IN AREAS DESIGNATED ONEROUS RESIDENTIAL IN THE COMMUNITY PLAN, THE CONTRACTOR SHALL GIVE ADVANCED REGULAR NOTIFICATION OF CONSTRUCTION ACTIVITY SCHEDULED TO THE POTENTIALLY AFFECTED RESIDENTS.



VICINITY MAP
NOT TO SCALE

LEGEND:

R30 — TURNING RADIUS

FIRE TRUCK ACCESS LANE

CONSTRUCTION/FIRE TRUCK ACCESS VALVES

150' (HOSE REACH) — PROPOSED FIRE HYDRANT

EXISTING HYDRANT NOTES

HYDRANT XX LOCATED AT _____ WAS TESTED BY STANFORD WATER DEPARTMENT ON _____ WITH THE FOLLOWING RESULTS:

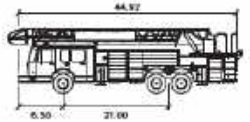
STATIC: XX PSI
RESIDUAL: XX PSI
FLOWING: XXXX GPM
CALCULATED FLOW AT 20 PSI : XXXX GPM

FIRE ANALYSIS NOTES

BUILDING TYPE: OFFICE BUILDING
TYPE CONST ASSUMED: V-B

PER SFC APPENDIX B & C
FIRE FLOW REQUIRED: 1,500 GPM
FLOW DURATION: 2 HOURS

NO. HYDRANTS REQUIRED: 2
MAX DISTANCE FROM ANY POINT ON STREET OR ROAD FRONTAGE TO A HYDRANT: 250'
MAX DIST. BETWEEN = 150'



MENLO PARK	FEET
WIDTH	: 8.50
TRACK	: 8.50
LOCK TO LOCK TIME	: 6.0
STEERING ANGLE	: 25.4

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DATE: MARCH 7, 2017

SIGN & STAMP
R.C.E. NO. 68515, EXPIRES 9-30-17

2131 SAND HILL ROAD
NEW OFFICES

MENLO PARK, CA

Issues and Revisions			
No.	Date	Issues and Revisions	By
1	12/04/2016	Planning Submittal	
2	09/26/2016	Planning Resubmittal 1	
3	11/22/2016	Planning Resubmittal 2	
4	09/05/2017	Planning Resubmittal 3	
5	09/30/2017	Planning Resubmittal 4	

FIRE ACCESS/
LOGISTICS PLAN

Project Number	216102
Date:	09/30/2017
Scale	1"=40'

C-7.0

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2131 Sand Hill Road
Project Description
December 4, 2015
Amended November 30, 2016

Project Description:
Stanford University, as property owner and applicant, seeks the necessary approvals to construct a 39,000 +/- square foot office building and related surface and underground parking on a vacant parcel located at 2131 Sand Hill Road. As part of this application, an additional 30 shared parking spaces in surface parking will be constructed for use by both the proposed project and the Hewlett Foundation.

- The subject property (APN# 740-450-030, -040 and -050) is located at the southeast corner of Sand Hill Road and Sharon Park Drive in unincorporated San Mateo County. This 15.80-acre (14.26-acre net) parcel is part of the original Meyer-Buck Estate site, which was gifted to Stanford in the late 1970's. Access to the property will be at the intersection of Sand Hill Road and an existing private drive across from Sharon Park Drive. The portions of the property are presently occupied by the office building for the William and Flora Hewlett Foundation, a non-profit corporation, and a single-family dwelling. The proposed project will be located on a vacant portion of the property.

Adjacent Land Uses:
- North: Sand Hill Road. (Beyond Sand Hill Road is the Sharon Park Shopping Center.)
- South: The Stanford Hills residential subdivision.
- East: Alpine Road, and beyond that, the Stanford Golf Course.
- West: Stanford Hills Park, leased to the City of Menlo Park, and maintained by the City of Menlo Park.

Architecture:
The proposed architecture of the site is contemporary Craftsman. The proposed building will be consistent with look and style of the William and Flora Hewlett Foundation building located immediately east of the project site.

The following approvals will be necessary:
- Annexation to the City of Menlo Park – The property is located within unincorporated San Mateo County, and will need to be annexed into Menlo Park. The current zoning is Residential – Estate with S-9 Overlay. After consultation with the City of Menlo Park and San Mateo County LAFCO, the entire legal parcel and a portion of the Sand Hill Road/Santa Cruz Avenue intersection will be.
- The applicant is requesting the following entitlements:
    - General Plan amendment (if necessary);
    - Pre-zoning and ultimately rezoning of the property to C-1-C and R-1-S;
    - Tentative map to bisect the property to correspond with the rezoning of the property;
    - Architectural approval of the proposed office building;
    - Heritage Tree Removal Permit;
    - Potential granting of variances related to placement of trash enclosures and average lot depth requirements; and
    - Appropriate environmental review.

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ATTACHMENT P

Arborist Report

2131 Sand Hill Road
Menlo Park, CA

PREPARED FOR
Stanford Real Estate
3160 Porter Dr., Suite 200
Palo Alto, CA 94304

PREPARED BY:
HortScience, Inc.
325 Ray St.
Pleasanton, CA 94566

September 8, 2015

Arborist Report
2131 Sand Hill Road
Menlo Park, CA

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Tree Assessment Methods	1
Description of Trees	2
Suitability for Preservation	5
Preliminary Evaluation of Impacts and Recommendations	9
Preliminary Tree Preservation Guidelines	15

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Exhibits

Tree Assessment Plan
Tree Assessment Form

Arborist Report
2131 Sand Hill Road
Menlo Park, CA

Introduction and Overview
Stanford Real Estate is planning to develop 2131 Sand Hill Road in Menlo Park, CA. Currently the site is an empty field with trees around the perimeter. Stanford plans to construct a commercial building in the center of the property. HortScience, Inc. was asked to prepare an **Arborist Report** for the site as part of the application to the City of Menlo Park.

This report provides the following information:

1. Evaluation of the health and structural condition of the trees within the proposed project area based on a visual inspection from the ground.
2. Assessment of the trees that would be preserved and removed based on Stanford's development plans.
3. Guidelines for tree preservation during the design, construction and maintenance phases of development.

Tree Assessment Methods
Trees were assessed on August 11, 2015. The survey included trees 6" in diameter and greater, located within and adjacent to the proposed project area. Off-site trees with canopies extending over the property line were included in the inventory. The assessment procedure consisted of the following steps:

1. Identifying the tree as to species;
2. Tagging each tree with an identifying number and recording its location on a map;
3. Measuring the trunk diameter at a point 4.5' above grade;
4. Evaluating the health and structural condition using a scale of 1 – 5:

   5 - A healthy, vigorous tree, reasonably free of signs and symptoms of disease, with good structure and form typical of the species.

   4 - Tree with slight decline in vigor, small amount of twig dieback, minor structural defects that could be corrected.

   3 - Tree with moderate vigor, moderate twig and small branch dieback, thinning of crown, poor leaf color, moderate structural defects that might be mitigated with regular care.

   2 - Tree in decline, epicormic growth, extensive dieback of medium to large branches, significant structural defects that cannot be abated.

   1 - Tree in severe decline, dieback of scaffold branches and/or trunk; most of foliage from epicormics; extensive structural defects that cannot be abated.

5. Rating the suitability for preservation as "high", "moderate" or "low". Suitability for preservation considers the health, age and structural condition of the tree, and its potential to remain an asset to the site for years to come.

   High: Trees with good health and structural stability that have the potential for longevity at the site.

Moderate: Trees with somewhat declining health and/or structural defects that can be abated with treatment. The tree will require more intense management and monitoring, and may have shorter life span than those in 'high' category.

Low: Tree in poor health or with significant structural defects that cannot be mitigated. Tree is expected to continue to decline, regardless of treatment. The species or individual may have characteristics that are undesirable for landscapes and generally are unsuited for use areas.

Description of Trees

Ninety (90) trees representing 18 species were evaluated (Table 1). For all species combined, trees were in fair (42%) to good (36%) condition with 22% in poor condition. Twelve (12) off-site trees were included in the assessment (#51, 52, 78-81, 117, 119, 122, 124, 126, 128). Descriptions of each tree are found in the ***Tree Assessment Form*** and approximate locations are plotted on the ***Tree Assessment Plan*** (see Exhibits).

Table 1. Condition ratings and frequency of occurrence of trees
2131 Sand Hill Road, Menlo Park, CA

Common Name	**Scientific Name**	**Condition**			**Total**
		Poor (1-2)	Fair (3)	Good (4-5)	
African fern pine	*Afrocarpus falcatus*	-	-	1	**1**
Camphor	*Cinnamomum camphora*	-	1	-	**1**
River red gum	*Eucalyptus camaldulensis*	1	1	-	**2**
Silver dollar gum	*Eucalyptus polyanthemos*	-	-	1	**1**
Manna gum	*Eucalyptus viminalis*	-	1	-	**1**
Silk oak	*Grevillea robusta*	-	-	1	**1**
Southern magnolia	*Magnolia grandiflora*	-	-	1	**1**
Olive	*Olea europaea*	-	1	-	**1**
Italian stone pine	*Pinus pinea*	1	1	-	**2**
Monterey pine	*Pinus radiata*	5	1	-	**6**
Mt. Atlas pistache	*Pistacia atlantica*	-	-	1	**1**
Purpleleaf plum	*Prunus cerasifera*	1	1	-	**2**
Coast live oak	*Quercus agrifolia*	3	19	17	**39**
Blue oak	*Quercus douglasii*	-	2	-	**2**
Holly oak	*Quercus ilex*	1	3	1	**5**
Valley oak	*Quercus lobata*	2	5	4	**11**
Coast redwood	*Sequoia sempervirens*	-	-	5	**5**
Winged elm	*Ulmus alata*	6	2	-	**8**
Total		**20**	**38**	**32**	**90**

Coast live oak was the most common species assessed (39 trees, 43% of the population). They were in fair (19 trees) to good (17 trees) condition with three trees in poor condition. Of the 29 single trunked coast live oak, the average trunk diameter was 11" and ranged from 6 to 18". Several of the coast live oaks (as well as the other species) growing along Sand Hill Road had grown around the fence so that portions of the chain link were embedded in the wood. The fence should be cut away from the trees that will be retained. I do not expect long-term negative effects if the trees are otherwise well structured. In some cases, however, for instance where the fence is embedded at the attachment of two trunks, the likelihood for the tree to fail at that point is increased (Photo 1).

Photo 1 - Coast live oak #57 was embedded in the fence at a codominant attachment, increasing the likelihood for failure potential at that location.

Eleven (11) valley oaks were assessed (12% of population). Their condition ranged from good (4 trees) to poor (2 trees) with five trees in fair condition. Of the seven single-trunked valley oaks, the trunk diameter ranged from 7 to 36" in diameter (average 13"). Valley oak #78 was one of the largest trees on site; it was in fair condition with extensive decay in some of its branches (Photo 2).

Eight winged elms were growing throughout the site. Their condition ranged from poor (6 trees) to fair (2 trees) with no trees in good condition. All trees were multi-trunked with many small sprouts from the base (Photo 3).

Six Monterey pines were growing near Sand Hill Road with poor structure, poor color and thin crowns (Photo 4).

Five recently planted coast redwoods were growing in the center of the property. These trees were in excellent condition with good form, good structure and dense crowns (Photo 5).

Several large off-site trees were growing in private backyards with canopy extending into the property. Of these the most notable were southern magnolia #117, Camphor #119, Mt. Atlas pistache #122, silver dollar gum #126 and silk oak #128 (Photo 6).

Photo 2 (upper left) – Valley oak #78 was one of the largest trees on site; it was in fair condition with extensive decay in some of its branches.

Photo 3 (upper right) – Several winged elm sprouts were growing near Sand Hill Road.

Photo 4 (lower) – Monterey pines #83-87 were in poor condition with poor form, structure and color.

Photo 5 - Coast redwood #168 had good form, good structure and a dense vigorous crown.

Photo 6 – Silk oak #128 was growing off-site with branches extending over coast live oak #127 which was growing on-site.

The City of Menlo Park Municipal Code Chapter 13.24 protects native oak trees 10" and greater and all trees 15" and greater in trunk diameter. Based on this definition, 44 *Heritage* trees were present. Tree *Heritage* status is identified in the ***Tree Assessment Form*** (see Exhibits).

Suitability for Preservation

Before evaluating the impacts that will occur during development, it is important to consider the quality of the tree resource itself, and the potential for individual trees to function well over an extended length of time. Trees that are preserved on development sites must be carefully selected to make sure that they may survive development impacts, adapt to a new environment and perform well in the landscape.

Our goal is to identify trees that have the potential for long-term health, structural stability and longevity. For trees growing in open fields, away from areas where people and property are present, structural defects and/or poor health presents a low risk of damage or injury if they fail. However, we must be concerned about safety in use areas. Therefore, where development encroaches into existing plantings, we must consider their structural stability as well as their potential to grow and thrive in a new environment. Where development will not occur, the normal life cycles of decline, structural failure and death should be allowed to continue.

Evaluation of suitability for preservation considers several factors:

- **Tree health**
  Healthy, vigorous trees are better able to tolerate impacts such as root injury, demolition of existing structures, changes in soil grade and moisture, and soil compaction than are non-vigorous trees. For example, Coast live oak # 1 likely will not tolerate construction impacts as well as the healthier coast live oak.

- **Structural integrity**
  Trees with significant amounts of wood decay and other structural defects that cannot be corrected are likely to fail. Such trees should not be preserved in areas where damage to people or property is likely. Coast live oak #112 is an example of such a tree.

- **Species response**
  There is a wide variation in the response of individual species to construction impacts and changes in the environment. For instance, coast live oak is more tolerant of construction impacts than valley oak.

- **Tree age and longevity**
  Old trees, while having significant emotional and aesthetic appeal, have limited physiological capacity to adjust to an altered environment. Young trees are better able to generate new tissue and respond to change.

- **Species invasiveness**
  Species that spread across a site and displace desired vegetation are not always appropriate for retention. This is particularly true when indigenous species are displaced. The California Invasive Plant Inventory Database (http://www.cal-ipc.org/paf/) lists species identified as being invasive. Menlo Park is part of the Central West Floristic Province. Olive, purpleleaf plum and river red gum are identified as limited invasiveness.

  Limited invasiveness is defined as "species are invasive but their ecological impacts are minor on a statewide level or there was not enough information to justify a higher score. Their reproductive biology and other attributes result in low to moderate rates of invasiveness. Ecological amplitude and distribution are generally limited, but these species may be locally persistent and problematic."

Each tree was rated for suitability for preservation based upon its age, health, structural condition and ability to safely coexist within a development environment (see ***Tree Assessment Forms*** in Exhibits, and Table 2). We consider trees with good suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with poor suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Table 2: Tree suitability for preservation
2131 Sand Hill Road, Menlo Park, CA

High These are trees with good health and structural stability that have the potential for longevity at the site. Eighteen (18) trees had high suitability for preservation:

Tag #	Species	Diameter
82	Coast live oak	7
88	Coast live oak	8,5,4
89	Coast live oak	6

Tag #	Species	Diameter
90	Coast live oak	8,7,5
91	Coast live oak	6,5,5
92	Coast live oak	9
93	Valley oak	12,8
94	Coast live oak	6,3
97	Valley oak	6,4,2
117	Southern magnolia	30
118	Coast live oak	8
121	Holly oak	6
122	Mt. Atlas pistache	36
124	Coast live oak	18
126	Silver dollar gum	24
127	Coast live oak	9
131	African fern pine	6
132	Coast live oak	10,8

Moderate Trees in this category have fair health and/or structural defects that may be abated with treatment. These trees require more intense management and monitoring, and may have shorter life-spans than those in the “high” category. Thirty-four (34) trees had moderate suitability for preservation:

Tag #	Species	Diameter
51	Italian stone pine	29
52	Coast live oak	13
56	Coast live oak	9
58	Valley oak	11
60	Blue oak	9,6
66	Coast live oak	9
68	Coast live oak	10
69	Coast live oak	8,7,7,6,5
72	Winged elm	6,5,4
73	Winged elm	6,4,4
74	Valley oak	8
76	Valley oak	10
78	Valley oak	36
79	Manna gum	36
80	Coast live oak	8
81	Coast live oak	16
106	Coast live oak	10
107	Coast live oak	14

Tag #	Species	Diameter
108	Valley oak	10
109	Coast live oak	10
111	Coast live oak	17
115	Holly oak	6
116	Coast live oak	9
119	Camphor	20
123	Coast live oak	15
125	Coast live oak	12
128	Silk oak	36
129	Purpleleaf plum	8
134	Coast live oak	17
138	Coast redwood	6
158	Coast redwood	6
160	Coast redwood	6
166	Coast redwood	6
168	Coast redwood	6

Low Trees in this category are in poor health or have significant defects in structure that cannot be abated with treatment. These trees can be expected to decline regardless of management. The species or individual tree may possess either characteristics that are undesirable in landscape settings or be unsuited for use areas. Thirty-eight (38) trees had low suitability for preservation:

Tag #	Species	Diameter
53	Italian stone pine	18,11
54	River red gum	20,19,16
55	River red gum	21
57	Coast live oak	13,12,10
59	Valley oak	10
61	Blue oak	6
62	Coast live oak	10
63	Coast live oak	8
64	Coast live oak	7,5,4
65	Coast live oak	11
67	Valley oak	8,4
70	Coast live oak	6,4,3
71	Coast live oak	8
75	Coast live oak	11
77	Coast live oak	9
83	Monterey pine	18

Tag #	Species	Diameter
84	Monterey pine	14,13,7
85	Monterey pine	9,7,7,5
86	Monterey pine	18
87	Monterey pine	11
95	Winged elm	7,5
96	Winged elm	9,7
98	Winged elm	8,5
99	Winged elm	6,4
100	Winged elm	7
101	Monterey pine	17
102	Valley oak	9,6
103	Valley oak	7
104	Coast live oak	14,13,9
105	Coast live oak	9
110	Coast live oak	10
112	Coast live oak	13
113	Holly oak	8,8
114	Holly oak	9,7,5
120	Holly oak	14
130	Purpleleaf plum	8
133	Winged elm	6,4
135	Olive	7

We consider trees with good suitability for preservation to be the best candidates for preservation. We do not recommend retention of trees with low suitability for preservation in areas where people or property will be present. Retention of trees with moderate suitability for preservation depends upon the intensity of proposed site changes.

Preliminary Evaluation of Impacts and Recommendations

The *Tree Assessment* was the reference point for tree health, condition, and suitability for preservation. There were many desirable trees throughout the site to try work into the future landscape.

Detailed construction plans have yet to be prepared. I used the *Grading and Drainage Plan* created August 27, 2015 by Sandis to estimate impacts to trees. The plan includes building an office building, roads, parking lot, bioretention areas, pedestrian pathway and associated landscapes.

Because the majority of trees are around the perimeter and the building is located in the center of the property, opportunities for tree preservation are primarily around the perimeter of the property. Our analysis of preliminary plans indicates that 45 trees can be potentially preserved, 15 trees will be removed for construction, 14 trees should be removed because of poor condition and 16 trees could be removed for low suitability for preservation (Table 3).

Table 3: Tree disposition summary
2131 Sand Hill Road, Menlo Park, CA

Disposition	Impact	# of Trees	Table #
Potentially preserve	-	59	4
Remove	Construction	16	5
Remove	Poor condition	13	6
Remove	Low suitability for preservation	2	7

Potentially preserve

Fifty-nine (59) trees can be potentially preserved on this project (Table 4). Preservation of these trees is dependent on retaining sufficient space for the Tree Protection Zone (TPZ). A TPZ is designated for each tree indicating a distance at which construction impacts will have negative effects on the tree. Construction impacts such as grading, excavating, filling and trenching should be avoided within the TPZ of any tree to be preserved. As construction plans become more detailed these trees need to be re-evaluated to ensure that grading limits, trenching and other impacts will not cause them to decline. Trees are best preserved by following the Tree Preservation Guidelines.

Four trees (#112-114 and 135) were rated low suitability for preservation. They can be retained since no construction impacts are planned near them, but should be considered for removal and replacement with healthier more vigorous trees (Photo 7).

Photo 7 – Trees #112-114 had low suitability for preservation. These trees can be preserved to maintain their screening, or replaced with younger, healthier trees.

Table 4: Trees to be potentially preserved
2131 Sand Hill Road, Menlo Park, CA

Tag #	Species	Diameter	Disposition comments
51	Italian stone pine	29	Off-site, TPZ 20 feet
52	Coast live oak	13	Off-site, TPZ 20 feet
56	Coast live oak	9	10 feet from bioretention, depending on fence, TPZ 10 feet
58	Valley oak	11	7 feet from trash area, depending on fence, TPZ 15 feet
59	Valley oak	10	TPZ 15 feet, clip fence, prune tree
60	Blue oak	9,6	TPZ 15 feet
61	Blue oak	6	TPZ 10 feet, clip fence, prune tree
62	Coast live oak	10	TPZ 10 feet, clip fence, prune tree
63	Coast live oak	8	TPZ 10 feet, clip fence, prune tree
64	Coast live oak	7,5,4	TPZ 10 feet, clip fence, prune tree
66	Coast live oak	9	TPZ 10 feet
67	Valley oak	8,4	TPZ 15 feet, clip fence, prune tree
68	Coast live oak	10	TPZ 10 feet
69	Coast live oak	8,7,7,6,5	TPZ 10 feet
70	Coast live oak	6,4,3	TPZ 10 feet, clip fence, prune tree
71	Coast live oak	8	TPZ 10 feet, clip fence, prune tree
72	Winged elm	6,5,4	TPZ 10 feet
73	Winged elm	6,4,4	TPZ 10 feet
74	Valley oak	8	TPZ 10 feet
75	Coast live oak	11	TPZ 15 feet, clip fence, prune tree
76	Valley oak	10	TPZ 15 feet
77	Coast live oak	9	TPZ 10 feet, clip fence, prune tree
78	Valley oak	36	Off-site, TPZ 30 feet, consider approaching owner about pruning
79	Manna gum	36	Off-site, TPZ 20 feet
80	Coast live oak	8	Off-site, TPZ 10 feet
81	Coast live oak	16	Off-site, TPZ 15 feet
91	Coast live oak	6,5,5	TPZ 10 feet, 17 feet from trash area
92	Coast live oak	9	TPZ 10 feet, 15 feet from road
94	Coast live oak	6,3	TPZ 10 feet, 10 feet from transformer box
106	Coast live oak	10	TPZ 10 feet
107	Coast live oak	14	TPZ 15 feet
108	Valley oak	10	TPZ 10 feet
109	Coast live oak	10	TPZ 10 feet
110	Coast live oak	10	TPZ 10 feet
111	Coast live oak	17	TPZ 15 feet
112	Coast live oak	13	Consider removing and replacing

Tag #	Species	Diameter	Disposition comments
113	Holly oak	8,8	Consider removing and replacing
114	Holly oak	9,7,5	Consider removing and replacing
115	Holly oak	6	TPZ 10 feet
116	Coast live oak	9	TPZ 10 feet
117	Southern magnolia	30	Off-site, TPZ 10 feet from fence
118	Coast live oak	8	TPZ 10 feet
119	Camphor	20	Off-site, TPZ 10 feet from fence
121	Holly oak	6	TPZ 10 feet, prune branch
122	Mt. Atlas pistache	36	Off-site, TPZ 10 feet from fence
123	Coast live oak	15	TPZ 15 feet
124	Coast live oak	18	Off-site, TPZ 10 feet from fence
125	Coast live oak	12	TPZ 15 feet
126	Silver dollar gum	24	Off-site, TPZ 10 feet from fence
127	Coast live oak	9	TPZ 10 feet, 6 feet from pedestrian path
128	Silk oak	36	Off-site, 10 feet from pedestrian path, TPZ 10 feet from fence
129	Purpleleaf plum	8	TPZ 10 feet
131	African fern pine	6	TPZ 10 feet
132	Coast live oak	10,8	TPZ 15 feet
134	Coast live oak	17	TPZ 15 feet
135	Olive	7	Consider removing and replacing
160	Coast redwood	6	TPZ 10 feet
166	Coast redwood	6	TPZ 10 feet
168	Coast redwood	6	TPZ 10 feet, 5 feet from circular pedestrian area

Remove

Sixteen (16) trees need to be removed because of construction impacts (Table 5). These vary from biorentention basins to pedestrian pathways. Thirteen (13) trees should be removed because they are in poor condition (Table 6). These trees offer little benefit to the future landscape and should be replaced with healthier trees. Although trees #102, 103 and 105 have no construction impacts and offer screening to the neighbors, removing and replacing these trees would be a better option (Photo 8). If these trees cannot be replaced, they could be preserved to offer some level of screening but they need to be monitored for health and structure.

Two trees should be removed because they have a low suitability for preservation (Table 7). Tree #57 has chain link fence embed in an attachment (see Photo 1). Tree #104 is declining in health and all of the neighboring trees are being removed for poor condition which may destabilize #104 (Photo 8).

Photo 8 – Trees #102-105 are recommended for removal and replacement despite the screening offered to the neighbors.

Table 5: Trees recommended to be removed due to construction impacts.
2131 Sand Hill Road, Menlo Park, CA

Tag #	Species	Diameter	Disposition comments
53	Italian stone pine	18,11	5 feet from water meter, poor condition
55	River red gum	21	Storm drain pipeline, low suitability
82	Coast live oak	7	Within bioretention
83	Monterey pine	18	Within bioretention
84	Monterey pine	14,13,7	Within bioretention
85	Monterey pine	9,7,7,5	Within bioretention
86	Monterey pine	18	Within bioretention
87	Monterey pine	11	Within bioretention
88	Coast live oak	8,5,4	Within bioretention
89	Coast live oak	6	Within trash area
90	Coast live oak	8,7,5	Within trash area
93	Valley oak	12,8	Within road
97	Valley oak	6,4,2	Within building footprint
101	Monterey pine	17	10 feet from pedestrian circle, poor structure
138	Coast redwood	6	Within road
158	Coast redwood	6	Adjacent to circular pedestrian area

Table 6: Trees recommended to be removed due to poor condition
2131 Sand Hill Road, Menlo Park, CA

Tag #	Species	Diameter	Disposition comments
54	River red gum	20,19,16	Poor condition
65	Coast live oak	11	Poor condition
95	Winged elm	7,5	Poor condition
96	Winged elm	9,7	Poor condition
98	Winged elm	8,5	Poor condition
99	Winged elm	6,4	Poor condition
100	Winged elm	7	Poor condition
102	Valley oak	9,6	Poor condition
103	Valley oak	7	Poor condition
105	Coast live oak	9	Poor condition
120	Holly oak	14	Poor condition
130	Purpleleaf plum	8	Poor condition
133	Winged elm	6,4	Poor condition

Table 7: Trees recommended to be removed due to low suitability for preservation
2131 Sand Hill Road, Menlo Park, CA

Tag #	Species	Diameter	Disposition comments
57	Coast live oak	13,12,10	Fence embedded in attachment, 11 feet from bioretention
104	Coast live oak	14,13,9	Declining, neighboring trees being removed

Preliminary Tree Preservation Guidelines

The following recommendations will help reduce impacts to trees from development and maintain and improve their health and vitality through the clearing, grading and construction phases.

Design recommendations

1. A **Tree Protection Zone** shall be established around each tree to be preserved (Table 8). No grading, excavation, construction or storage of materials shall occur within that zone.

Table 8: Preliminary Tree Protection Zones
2131 Sand Hill Road, Menlo Park, CA

Tag #	TPZ
51	TPZ 20 feet
52	TPZ 20 feet
56	TPZ 10 feet
58	TPZ 15 feet
59	TPZ 15 feet
60	TPZ 15 feet
61	TPZ 10 feet
62	TPZ 10 feet
63	TPZ 10 feet
64	TPZ 10 feet
66	TPZ 10 feet
67	TPZ 15 feet
68	TPZ 10 feet
69	TPZ 10 feet
70	TPZ 10 feet
71	TPZ 10 feet
72	TPZ 10 feet
73	TPZ 10 feet
74	TPZ 10 feet
75	TPZ 15 feet
76	TPZ 15 feet
77	TPZ 10 feet
78	TPZ 30 feet
79	TPZ 20 feet
80	TPZ 10 feet
81	TPZ 15 feet
91	TPZ 10 feet
92	TPZ 10 feet

Tag #	TPZ
94	TPZ 10 feet
106	TPZ 10 feet
107	TPZ 15 feet
108	TPZ 10 feet
109	TPZ 10 feet
110	TPZ 10 feet
111	TPZ 15 feet
115	TPZ 10 feet
116	TPZ 10 feet
117	TPZ 10 feet from fence
118	TPZ 10 feet
119	TPZ 10 feet from fence
121	TPZ 10 feet
122	TPZ 10 feet from fence
123	TPZ 15 feet
124	TPZ 10 feet from fence
125	TPZ 15 feet
126	TPZ 10 feet from fence
127	TPZ 10 feet
128	TPZ 10 feet from fence
129	TPZ 10 feet
131	TPZ 10 feet
132	TPZ 15 feet
134	TPZ 15 feet
160	TPZ 10 feet
166	TPZ 10 feet
168	TPZ 10 feet

2. Include trees to be preserved and **Tree Protection Zones (TPZs**) on all construction plans.

3. Project plans affecting the trees shall be reviewed by the Consulting Arborist with regard to tree impacts. These include, but are not limited to, demolition plans, site plans, improvement plans, utility and drainage plans, grading plans, and landscape and irrigation plans.

4. No underground services including utilities, sub-drains, water or sewer shall be placed in the **Tree Protection Zone**.

5. Irrigation systems must be designed so that no trenching will occur within the **Tree Protection Zone**.

6. As trees withdraw water from the soil, expansive soils may shrink within the root area. Therefore, foundations, footings and pavements on expansive soils near trees should be designed to withstand differential displacement.

Pre-construction treatments and recommendations

1. Fence all trees to be retained to completely enclose the **Tree Protection Zone** prior to demolition, grubbing or grading. Fences shall be 6 ft. chain link or equivalent as approved by the Consulting Arborist. Fences are to remain until all grading and construction is completed.

2. Prune trees to be preserved to clean the crown of dead branches 1" and larger in diameter, raise canopies as needed for construction activities. All pruning shall be done by a State of California Licensed Tree Contractor (C61/D49). All pruning shall be done by Certified Arborist or Certified Tree Worker in accordance with the Best Management Practices for Pruning (International Society of Arboriculture, 2002) and adhere to the most recent editions of the American National Standard for Tree Care Operations (Z133.1) and Pruning (A300). The Consulting Arborist will provide pruning specifications prior to site demolition. Branches extending into the work area that can remain following demolition shall be tied back and protected from damage.

3. Tree(s) to be removed that have branches extending into the canopy of tree(s) to remain must be removed by a qualified arborist and not by construction contractors. The qualified arborist shall remove the tree in a manner that causes no damage to the tree(s) and understory to remain. Tree stumps shall be ground 12" below ground surface.

4. All tree work shall comply with the Migratory Bird Treaty Act as well as California Fish and Wildlife code 3503-3513 to not disturb nesting birds. Tree pruning and removal should be scheduled outside of the breeding season to avoid scheduling delays. Breeding bird surveys should be conducted prior to tree work. Qualified biologists should be involved in establishing work buffers for active nests.

Recommendations for tree protection during construction

1. Prior to beginning work, the contractors working in the vicinity of trees to be preserved are required to meet with the Consulting Arborist at the site to review all work procedures, access routes, storage areas and tree protection measures.

2. All contractors shall conduct operations in a manner that will prevent damage to trees to be preserved.

3. Any grading, construction, demolition or other work that is expected to encounter tree roots should be monitored by the Consulting Arborist.

4. Tree protection fences are to remain until all site work has been completed. Fences may not be relocated or removed without permission of the Consulting Arborist.

5. Construction trailers, traffic and storage areas must remain outside fenced areas at all times.

6. Any root pruning required for construction purposes shall receive the prior approval of and be supervised by the Consulting Arborist.

7. If injury should occur to any tree during construction, it should be evaluated as soon as possible by the Consulting Arborist so that appropriate treatments can be applied.

8. No excess soil, chemicals, debris, equipment or other materials shall be dumped or stored within the **Tree Protection Zone**.

9. Any additional tree pruning needed for clearance during construction must be performed by a Certified Arborist and not by construction personnel.

10. All trees shall be irrigated on a schedule to be determined by the Consulting Arborist (every 3 to 6 weeks April through October is typical). Each irrigation shall wet the soil within the **TREE PROTECTION ZONE** to a depth of 24".

Maintenance of impacted trees
Preserved trees will experience a physical environment different from that pre-development. As a result, tree health and structural stability should be monitored. Occasional pruning, fertilization, mulch, pest management, replanting and irrigation may be required. In addition, provisions for monitoring both tree health and structural stability following construction must be made a priority. As trees age, the likelihood of failure of branches or entire trees increases. Therefore, annual inspection for structural condition is recommended.

If you have any questions about my observations or recommendations, please contact me.

HortScience, Inc.

Ryan Gilpin, M.S.
Certified Arborist #WE-10268A

Exhibits

Tree Assessment Plan

Tree Assessment Form

Tree Assessment Plan

2131 Sand Hill Road
Menlo Park, CA

Prepared for:
Stanford Real Estate
Palo Alto, CA

August 2015

No Scale

Notes:
Base map provided by:
BKF
San Jose, CA

Numbered tree locations with no survey point were approximately located in the field.

TS = (too small) tree less than 6" in diameter and not included in this assessment.

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Tree Assessment

2131 Sandhill Road
Menlo Park, CA
August 11, 2015

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Heritage Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Comments
51	Italian stone pine	29	Yes	3	Moderate	Off-site; leaning west; asphalt to base of tree; girdling root; slightly thin crown.
52	Coast live oak	13	Yes	4	Moderate	Off-site. codominant trunks arise from 6 feet with included bark; one sided south; base one foot from #51; dense crown.
53	Italian stone pine	18,11	Yes	2	Low	Codominant trunks arise from 3 feet; leaning east; very thin crown; 3 feet from sidewalk.
54	River red gum	20,19,16	Yes	2	Low	Multiple trunks arise from 1 foot; thin crown; extensive dieback.
55	River red gum	21	Yes	3	Low	Leaning west; one sided west; extensive dieback.
56	Coast live oak	9	No	3	Moderate	Bushy; poorly pruned; at fence line; branches embedded in fence.
57	Coast live oak	13,12,10	Yes	4	Low	Multiple trunks arise from base; one sided south; pruned away from path; embedded in fence.
58	Valley oak	11	Yes	4	Moderate	Codominant trunks arise from 7 feet with included bark; minor dieback.
59	Valley oak	10	Yes	3	Low	Embedded in fence; dieback; leaning north.
60	Blue oak	9,6	Yes	3	Moderate	Codominant trunks arise from base; leaning north; minor dieback; embedded in fence.
61	Blue oak	6	No	3	Low	Small tree; leaning north; embedded in fence.
62	Coast live oak	10	Yes	3	Low	Multiple trunks arise from 10 feet; dieback; embedded in fence.
63	Coast live oak	8	No	3	Low	Narrow crown; leaning north; embedded in fence.
64	Coast live oak	7,5,4	No	3	Low	Multiple trunks arise from 3 feet; poorly pruned; embedded in fence.
65	Coast live oak	11	Yes	2	Low	Multiple trunks arise from 6 feet; poor form and structure; thin crown; borer damage.
66	Coast live oak	9	No	3	Moderate	One sided to north; dense crown; embedded in fence.
67	Valley oak	8,4	No	3	Low	Embedded in fence; dieback; leaning north.

Tree Assessment

2131 Sandhill Road
Menlo Park, CA
August 11, 2015

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Heritage Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Comments
68	Coast live oak	10	Yes	4	Moderate	Codominant trunks arise from 5 feet; upright form; removed codominant trunks arise from base embedded in fence.
69	Coast live oak	8,7,7,6,5	Yes	4	Moderate	Multiple trunks arise from base; crown to ground; pruned away from sidewalk; branch embedded in fence.
70	Coast live oak	6,4,3	No	3	Low	Multiple trunks arise from 1 foot; embedded in fence; upright form.
71	Coast live oak	8	No	3	Low	Codominant trunks arise from 7 feet; crown to ground; embedded in fence.
72	Winged elm	6,5,4	No	3	Moderate	Many small sprouts growing together in one place; dieback.
73	Winged elm	6,4,4	No	3	Moderate	Many small sprouts growing together in one place; dieback.
74	Valley oak	8	No	3	Moderate	Leaning north; moderate dieback; decaying branch.
75	Coast live oak	11	Yes	3	Low	Multiple trunks arise from 7 feet; one sided west; embedded in fence.
76	Valley oak	10	Yes	4	Moderate	Leaning north; minor dieback; crook in trunk at 8 feet.
77	Coast live oak	9	No	3	Low	Codominant trunks arise from 10 feet; leaning north; embedded in fence.
78	Valley oak	36	Yes	3	Moderate	Codominant trunks arise from 7 feet; one sided west; multiple branches with extensive decay.
79	Manna gum	36	Yes	3	Moderate	Offsite; codominant trunks arise from 10 feet; lion tailed.
80	Coast live oak	8	No	3	Moderate	Offsite; leaning north; narrow upright form.
81	Coast live oak	16	Yes	3	Moderate	Offsite; leaning north; dense crown.
82	Coast live oak	7	No	4	High	Codominant trunks arise from 6 feet; good young tree; crown to ground.
83	Monterey pine	18	Yes	2	Low	Codominant trunks arise from 10 feet; thin crown; poor color.
84	Monterey pine	14,13,7	Yes	2	Low	Multiple trunks arise from 3 feet; poor form and structure; thin crown; poor color.
85	Monterey pine	9,7,7,5	No	2	Low	Multiple trunks arise from 3 feet; poor form and structure; thin crown; poor color.

Tree Assessment

2131 Sandhill Road
Menlo Park, CA
August 11, 2015

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Heritage Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Comments
86	Monterey pine	18	Yes	2	Low	Multiple trunks arise from 5 feet; poor form and structure; thin crown; poor color.
87	Monterey pine	11	No	2	Low	Multiple trunks arise from 5 feet; poor form and structure; thin crown; poor color.
88	Coast live oak	8,5,4	Yes	4	High	Codominant trunks arise from base; bushy; crown to ground; dense crown.
89	Coast live oak	6	No	4	High	Bushy; crown to ground; dense crown.
90	Coast live oak	8,7,5	Yes	4	High	Multiple trunks arise from base; bushy; crown to ground; dense crown.
91	Coast live oak	6,5,5	No	4	High	Multiple trunks arise from 3 feet; bushy; crown to ground; dense crown.
92	Coast live oak	9	No	4	High	Codominant trunks arise from 5 feet; bushy; crown to ground; dense crown.
93	Valley oak	12,8	Yes	4	High	Codominant trunks arise from 3 feet; minor dieback; spreading crown.
94	Coast live oak	6,3	No	4	High	Codominant trunks arise from 3 feet; bushy; crown to ground; dense crown.
95	Winged elm	7,5	No	1	Low	Extensive dieback; declining.
96	Winged elm	9,7	No	1	Low	Extensive dieback; declining.
97	Valley oak	6,4,2	No	4	High	Multiple trunks arise from base; minor dieback; short.
98	Winged elm	8,5	No	1	Low	Extensive dieback; declining.
99	Winged elm	6,4	No	1	Low	Extensive dieback; declining.
100	Winged elm	7	No	2	Low	Extensive dieback; thin crown; declining.
101	Monterey pine	17	Yes	3	Low	Multiple trunks arise from 6 feet; poor color; thin crown.
102	Valley oak	9,6	Yes	2	Low	Codominant trunks arise from base; leaning heavily south; dieback; poor color.
103	Valley oak	7	No	2	Low	Codominant trunks arise from 4 feet; suppressed by #104; extensive dieback.

Tree Assessment

2131 Sandhill Road
Menlo Park, CA
August 11, 2015

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Heritage Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Comments
104	Coast live oak	14,13,9	Yes	3	Low	Multiple trunks arise from base; covered in ivy; dieback; narrow upright form.
105	Coast live oak	9	No	1	Low	All but dead.
106	Coast live oak	10	Yes	3	Moderate	Crook in trunk at 4 feet; dense upright crown.
107	Coast live oak	14	Yes	4	Moderate	One sided south; narrow upright crown; dense crown.
108	Valley oak	10	Yes	3	Moderate	Growing in group of 4 trees; extremely narrow crown; dieback.
109	Coast live oak	10	Yes	3	Moderate	Growing in group of 4 trees; leaning south.
110	Coast live oak	10	Yes	3	Low	Growing in group of 4 trees; leaning north.
111	Coast live oak	17	Yes	4	Moderate	Growing in group of 4 trees; leaning south; semi-dominant tree.
112	Coast live oak	13	Yes	2	Low	Growing in group of 3 trees; poor form and structure.
113	Holly oak	8,8	No	3	Low	Growing in group of 3 trees; multiple trunks arise from 2 feet with poor attachment; sap sucker damage.
114	Holly oak	9,7,5	No	3	Low	Growing in group of 3 trees; poor form and structure; thin crown.
115	Holly oak	6	No	3	Moderate	Narrow upright thin crown; leaning south.
116	Coast live oak	9	No	3	Moderate	Thin narrow upright crown.
117	Southern magnolia	30	Yes	4	High	Offsite; slightly thin crown.
118	Coast live oak	8	No	4	High	Good young tree; bowed north away from crown of #117.
119	Camphor	20	Yes	3	Moderate	Offsite; thin crown; minor dieback.
120	Holly oak	14	No	2	Low	Codominant trunks arise from 10 feet with seam; thin crown; dieback.
121	Holly oak	6	No	4	High	Multiple trunks arise from 6 feet; half of cambium lost from branch; good vigor.
122	Mt. Atlas pistache	36	Yes	4	High	Offsite; multiple trunks arise from 5 feet; previously topped.
123	Coast live oak	15	Yes	3	Moderate	Corrected lean; low live crown ratio.

Tree Assessment

2131 Sandhill Road
Menlo Park, CA
August 11, 2015

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Heritage Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Comments
124	Coast live oak	18	Yes	4	High	Offsite; slightly thin crown.
125	Coast live oak	12	Yes	3	Moderate	Codominant trunks arise from 8 feet with seam; thin crown; one sided south.
126	Silver dollar gum	24	Yes	4	High	Offsite; dense crown; moderate structure.
127	Coast live oak	9	No	5	High	Good young tree; under crown of #128.
128	Silk oak	36	Yes	4	Moderate	Offsite; codominant trunks arise from 4 feet; moderate structure.
129	Purpleleaf plum	8	No	3	Moderate	Multiple trunks arise from 5 feet; poor color; minor dieback.
130	Purpleleaf plum	8	No	2	Low	Multiple trunks arise from 5 feet; poorly pruned; minimal crown.
131	African fern pine	6	No	4	High	Codominant trunks arise from 6 feet; good vigor.
132	Coast live oak	10,8	Yes	4	High	Codominant trunks arise from base; dense crown.
133	Winged elm	6,4	No	2	Low	Stump sprout; declining.
134	Coast live oak	17	Yes	3	Moderate	Codominant trunks arise from 15 feet; dieback; thin flat crown.
135	Olive	7	No	3	Low	Poor form and structure; suppressed by #134.
138	Coast redwood	6	No	5	Moderate	Good young tree.
158	Coast redwood	6	No	5	Moderate	Good young tree.
160	Coast redwood	6	No	5	Moderate	Good young tree.
166	Coast redwood	6	No	4	Moderate	Good young tree.
168	Coast redwood	6	No	5	Moderate	Good young tree.

January 27, 2017

John D. Donahoe
Stanford University
Lands, Buildings and Real Estate
3160 Porter Drive, Ste. 200
Palo Alto, CA 93404

Subject: Addendum Letter, Arborist Report 2131 Sand Hill Road, Menlo Park

Dear Mr. Donahoe:

Stanford University is constructing a commercial building at 2131 Sand Hill Road. I wrote an Arborist Report dated September 8, 2015 for the project. The plans have changed and include a parking lot expansion approximately 60 feet to the east of the previous site boundary. You asked me to visit the site to determine if any additional trees may be impacted that were not included in the Arborist Report.

I visited the site on January 25, 2017 and assessed three additional trees using the same methods as described in the Arborist Report. Three trees were growing adjacent to the new parking lot area.

- Two young coast redwoods (6" trunk diameter) were growing along the access road in the south eastern corner of the site (#189 and 190). These trees were in excellent condition (Photo 1).
- One mature blue gum eucalyptus (59" trunk diameter) was growing to the north of the driveway (#191). This eucalyptus was a dominant tree in good condition with a wide spreading, dense crown (Photo 2).

The City of Menlo Park Municipal Code Chapter 13.24 protects native oak trees 10" and greater and all trees 15" and greater in trunk diameter. Based on this definition, blue gum #191 is *Heritage* and the two redwoods are not.

Photo 1 – Coast redwoods #189 and 190 (shown above) were young trees in excellent condition.

Photo 2 – Blue gum #191 was a mature blue gum growing in the northeastern corner of the project.

All three trees can be preserved based on my evaluation of the current development plans (*Grading and Drainage Plan,* Sandis 11/22/2016).

- Coast redwood #189 would be approximately 28 feet from the proposed parking lot.
- Coast redwood #190 would be approximately 6 feet from the proposed parking lot.
- Blue gum #191 would be approximately 27 feet from the proposed bioretention swale.

Root loss will likely occur for both trees #190 and 191. Based on current plans, I would expect the injury to be minor but as plans develop, impacts to trees should be re-evaluated. In order to preserve these three trees during development, I recommend a Tree Protection Zone around each tree in which no construction activity takes place. Tree Protection Zones are circular in shape with a radius given below for each tree (Figure 1).

- Coast redwood #189 – 5 feet
- Coast redwood #190 – 5 feet
- Blue gum #191 – 25 feet

If grading, excavation, compaction and construction must be performed within these zones, impacts should be re-evaluated or trees considered for removal.

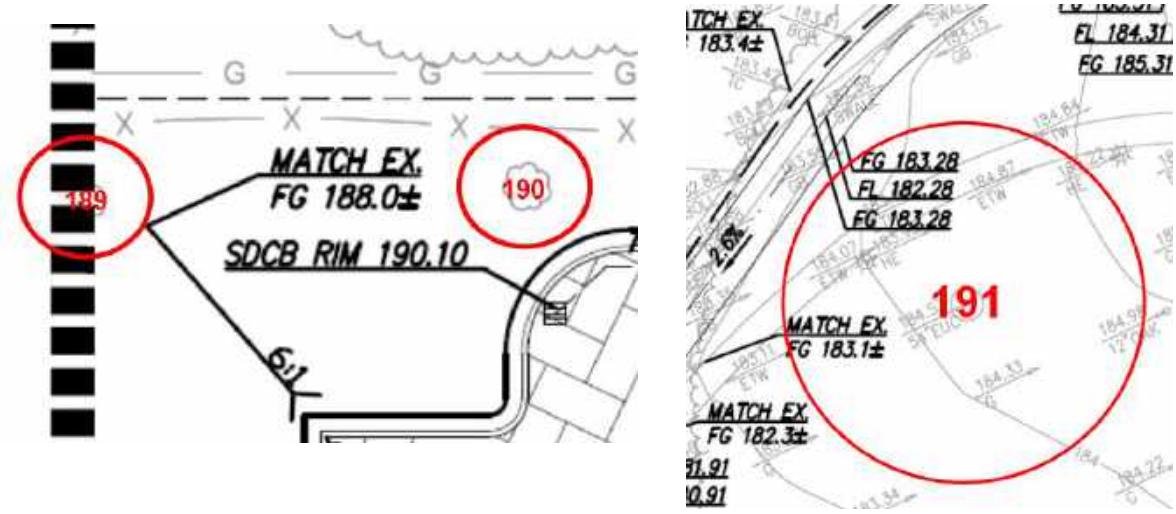

Figure 1 – The red circles show the approximate location of the Tree Protection Zones for trees #189-191.

Tree Protection Zones should be fenced with 6 ft. chain link fence. The preliminary tree preservation guidelines in the 2015 Arborist Report should be followed for these and all other trees to be preserved on this project.

If you have any questions about my observations or recommendations, please contact me.

Ryan Gilpin, M.S.
Environmental Analyst, HortScience Inc.
Certified Arborist #WE-10268A

Tree Assessment Plan

2131 Sand Hill Road
Menlo Park, CA

Prepared for:
Stanford Real Estate
Palo Alto, CA

August 2015, revised January 2017

No Scale

Notes

Basemap provided by BKF and Sandis

Numbered tree locations with no survey point were approximately located in the field

TS—(too small) trees less than 6" in diameter were not included in this assessment.

Area added to the assessment in 2017.

HORT SCIENCE
325 Ray Street
Pleasanton, California 94566
Phone 925.484.0211
Fax 925.484.0596

Tree Assessment

2131 Sand Hill Road
Menlo Park, CA
January 25, 2017

HORT SCIENCE

Tree No.	Species	Trunk Diameter (in.)	Protected Tree?	Condition 1=poor 5=excellent	Suitability for Preservation	Comments
189	Coast redwood	6	No	5	Moderate	Good young tree.
190	Coast redwood	6	No	5	Moderate	Good young tree.
191	Blue gum	59	Yes	4	Moderate	Multiple trunks arise from 20 feet; large dominant tree; several pruning wounds over 12 inch diameter; two stems fused together in two locations.

REQUESTED HERITAGE TREE REMOVAL SUMMARY TABLE

Table 1: Requested Heritage Tree Removals				
Heritage Tree	Diameter	Suitability for Preservation	Reason for Request	City Arborist Determination
Tree #53: Italian stone pine	18, 11 inches	Low	Construction impacts / poor condition	Remove
Tree #54: River red gum	20, 19, 16 inches	Low	Poor condition	Remove
Tree #93: Valley oak	12, 8 inches	High	Construction impacts	Retain or transplant
Tree #96: Winged elm	15 inches	Low	Poor condition	Remove
Tree #97: Valley oak	6, 4, 2 inches	High	Construction impacts	Retain or transplant
Tree #101: Monterey pine	17 inches	Low	Construction impacts / poor condition	Remove

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From:	Janet Davis
To:	Smith, Tom A; Diana Shu; Don Horsley; Michael Callagy; Keith, Kirsten; Mueller, Raymond
Cc:	Susie Cohen; Diana Gerba; Lennie Roberts; Rebecca Altamirano; Molly Glennen; Cheryl Phan; Ron Snow; Gunter Steffen
Subject:	MONDAY JUNE 19 hearing on Stanford"s Neg. Dec.
Date:	Wednesday, June 14, 2017 1:18:19 PM

REQUEST FOR MONDAY'S ND HEARING RE 2131-31 SAND HILL ROAD

I am requesting that the Traffic Engineer primarily responsible for the traffic study appear at the hearing to respond to concerns regarding the Engineering study.

Despite all the charts and statistics presented, the resulting report appears to be "magical thinking" by a firm totally unfamiliar with the area or any of the problems. I had noticed the rubber "ropes" spanning various neighborhood roads from time to time but, on my ***frequent daily*** trips around the area, did not see any **actual people** monitoring conditions. Nor, to my knowledge have there been any community meetings to discuss traffic problems other than the **county** initiated meeting called by Supervisor Don Horsley to address the problems in the unincorporated area along Santa Cruz Ave, and the small informal meeting with Kirsten Keith at a local coffee shop. The overall conclusion seems to be that since the area is totally out of control with respect to traffic, a few hundred more vehicles will make no difference!

By contrast **San Mateo County Supervisor Horsley, Assistant County Manager Callagy and Public Works Engineer Diana Shu,** when doing a study of the problems on Alpine Road, made visits to Alpine Road; walked the entire area; solicited input from residents of Stanford Weekend Acres, Ladera, the bicycle community; and Portola Valley; and had community meetings. At these meetings, attended by Stanford representatives; local law enforcement personnel from CHP; the San Mateo Sheriff's Dept. and the Fire Dept. were present. There were two full scale community meetings chaired by Kimley Horn and Public Works, **to identify problems and potential ameliorations**, ***prior*** to Kimley Horn even making suggestions for changes. Some of these changes have already taken place, such as the reduced speed limit and the installation of KEEP CLEAR signs along Alpine Road. In addition, Supervisor Horsley has been organizing a coordination of law enforcement activities in the area and further improvements are proposed.

MP Mayor, Kirsten Keith also held a small meeting with local residents recently to get input about concerns regarding the frequent accidents along Santa Cruz Avenue. She was given a list of mitigation requests and already managed to effect the removal of one conflicting traffic sign.

CONCERNS NOT ADDRESSED IN THE TRAFFIC REPORT:

The data concerning Santa Cruz Ave seems to have been collected on one day only, and seems to my observation, to be grossly erroneous.

How can the two short blocks of Santa Cruz Ave be categorized as a "minor arterial?" It does not fit the definition in the CVC. Plus, there is a senior living community and numerous driveways along the street?

How can you have 20,000+ vehicles going down the first leg of Santa Cruz from the Sand Hill intersection, but only 10,000 progressing to Alameda, when it is Alameda that is the main thoroughfare during both morning an d evening rush hours?

The number of potential employees/type of office appears to be missing which is highly relevant to type of traffic potentially emanating from such construction.
There do not appear to be data on the impact of traffic on at least the side roads off Santa Cruz in the University Park neighborhood, unless I missed it.
No listing of accidents along Sand Hill Road, seems to have been included, when there have been many, including a fatality in the recent past.
Garbage day problems along Santa Cruz and Alameda are not addressed nor the problems of lane changes between the two intersections
Inadequate signage for the hospital is not noted which causes many near misses at the Sand Hill/Santa Cruz intersection
The problems of cyclists in any area, especially between the two intersections, and their penchant for using the "trail" from Alpine and its associated dangers is not addressed
There is no reliable data on accidents in the larger immediate area
There seems to be no data that I found on the amount of time it takes for residents of University Park to enter or exit Santa Cruz Ave.
No data shown regarding parking problems vs. cyclists on Santa Cruz Ave;
There is no assessment of delays for emergency vehicles occasioned by the traffic back ups
The stated delay times at the intersections and the number of iterations it takes to clear the intersections at Alpine and Sand Hill/ is divorced from reality.
There is no analysis of construction trucks. For example, this morning as I was driving to Menlo Park, several construction dump trucks followed me down Alpine and made a left turn onto Sand Hill, which is a common practice to avoid the traffic lights on Sand Hill. Since the excavation of underground parking will require multiple dump trucks, there should be some analysis of this factor.
There is no analysis of law enforcement activities or discussion of the confusion caused by the multi-jurisdictional situation.
There is no mention of the problem of vehicles from the Hewlett Foundation exiting/entering the back gate on Alpine Road via an illegal U-turn.
There is no mention that I found regarding the inadequate traffic light at the entrance to the Hewlett Foundation opposite Safeway.
There is no mention of the delay for pedestrians crossing the Sand Hill intersection.
There is no allusion to the non-ADA compliance of nearby sidewalks, or the problems that the residents of the Menlo Commons have at the intersection of Santa Cruz/Sand Hill.
I found no assessment of cyclists using the various routes, whereas the county study found that around 800 cyclists use Alpine on a daily basis, and many of these would also use Sand Hill and Santa Cruz.
There is no discussion that I found as to the placement/problems of the cross walks on Santa Cruz Ave
There is no mention that I found regarding the number of service vehicles/visitors likely to visit the proposed facility.
The fact that only 8 bicycle parking places are to be provided belies the assertion that employees will reply on non-vehicular or mass transit.
The assessment of availability of mass transit is mere fantasy.
Existing traffic signs may have been included, but I did not see them. No mention is made of the conflicting signs along Santa Cruz.
It would be helpful to have some kind of input from the various law enforcement and fire personnel with respect to traffic impact.

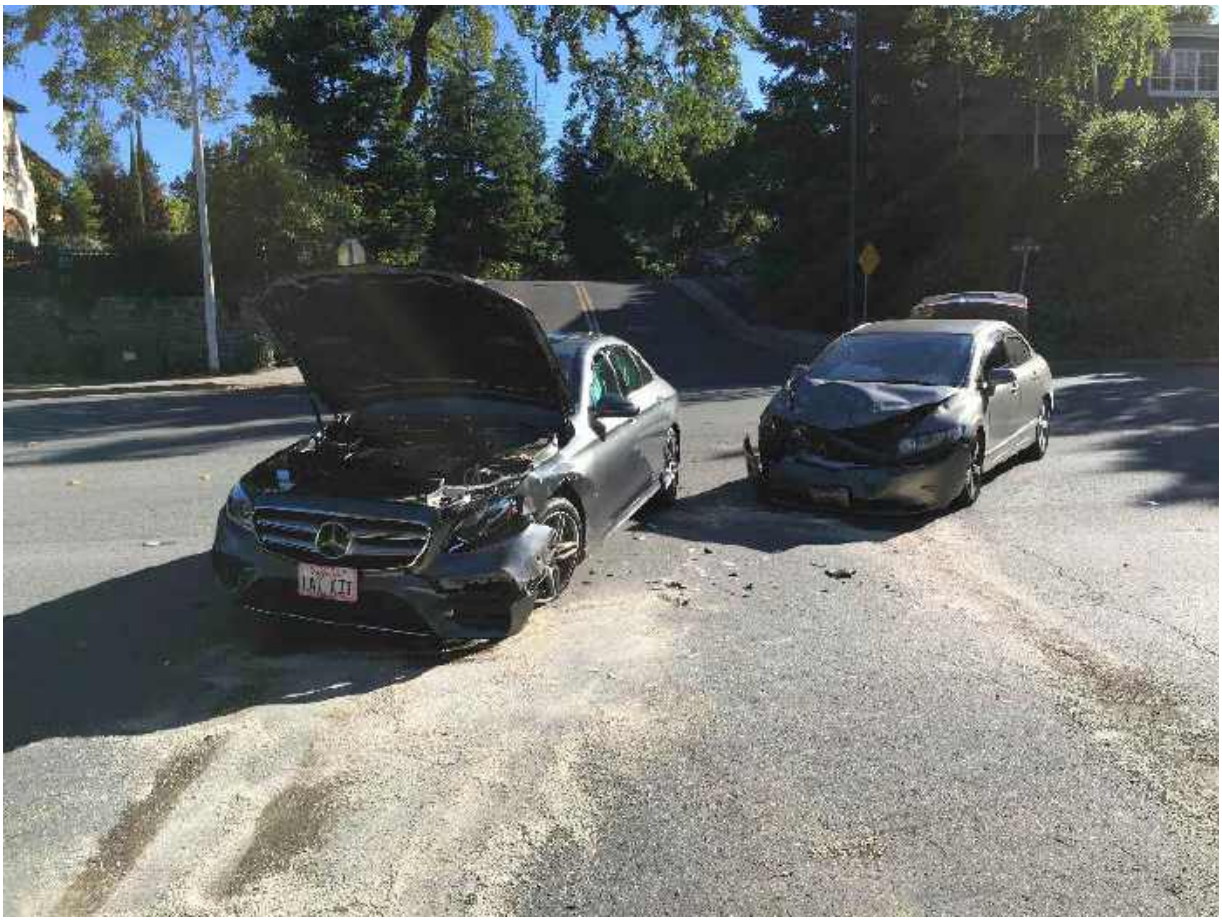
BOTTOM LINE:
I believe the Traffic Study to be total wishful thinking. From my daily observation of traffic in this area for over half a century I believe the study to be useless from a practical point of view. This is why the Traffic Engineer should appear at the June 19th hearing and explain what exactly was studied and why the data presented is so far from reality.
Janet Davis June 14, 2017

From:	Janet Davis
To:	Smith, Tom A; Diana Shu; Don Horsley; Michael Callagy; Keith, Kirsten; Carlos Bolanos; Jeff Holeman
Cc:	Ron Snow; Molly Glennen; Cheryl Phan; Susie Cohen; Diana Gerba; Rebecca Altamirano; Jen Wolosin
Subject:	Fw: Another Accident at Sand Hill intersection
Date:	Thursday, June 15, 2017 3:32:55 PM

Ron Snow of University Park took these pictures yesterday (June 14 2017) at around 3:30. I believe this is the 18th accident in this block since October. This is just where there is **no bike lane** and **is where a woman was killed a few years ago**. It is right next to Menlo Commons, the senior community. The sidewalk near here is also not ADA compliant. This area is exactly where elderly people walk all the time and is near the seat for the bus stop. It is a **highly dangerous area that is rarely controlled by any law enforcement. The speed limit is way too high for the conditions of the road.** Also, cars making a right turn from Santa Cruz to upper Sand Hill frequently do NOT stop at the red light which endangers cyclists on Sand Hill Road.

Ron thought that at least one person in this accident went to hospital.

In sum, to contemplate a new large commercial structure at 2121 Sand Hill is not logical. None of these details appear to have been covered in the highly flawed traffic analysis for the project and it is totally irresponsible for the City to give credence to the traffic report as it exists..



MENLO PARK
POLICE

From: Patti L Fry
To: Planning Commission
Subject: Annexation on Sand Hill Road
Date: Thursday, June 15, 2017 4:23:13 PM

Dear Planning Commission -
Please consider the value to current Menlo Park residents of more open space and playing fields rather than more offices. A vacant area is a rarity and worth discussion about alternative uses. The location could provide much-needed recreational space in the western part of Menlo Park.

Thank you.
Patti

From:	Jennifer Wolosin
To:	Smith, Tom A; Keith, Kirsten; Andrew Barnes
Cc:	Janet Davis; Ron Snow; Cheryl Cho-Phan; Molly Glennen; Diana Shu; Don Horsley
Subject:	2111-2121 Sand Hill Road
Date:	Thursday, June 15, 2017 5:14:56 PM

To Whom it May Concern,

It has come to our attention that a new development is being proposed on Sand Hill Road. Due to the extremely dangerous conditions at Sand Hill/Alpine/Junipero Serra/Santa Cruz/Alameda de las Pulgas, we would like to ask the Planning commission to carefully consider the conclusions presented in the MND for this project.

As local residents Ron Snow and Janet Davis have communicated, the accident rate along the Santa Cruz/Alameda de las Pulgas corridor is unacceptable. An intentional increase in traffic, especially during peak hours, in this area, is dangerous.

Parents for Safe Routes, a Menlo Park-based advocacy group committed to getting kids to school safely, is especially concerned about the ability of children to cross at the "Y" at Santa Cruz and Alameda de las Pulgas, as well as navigate around the Avy/Monte Rosa/Altschul/Sharon Road areas. The kids traveling to/from La Entrada are already in danger, adding more traffic will only make things worse.

We understand that the issues are extremely complex and that the area is multi-jurisdictional. We would just ask that the ability of children to travel to and from school is adequately examined and mitigated when considering the proposed development and associated zoning requests.

Thank you for your consideration.

Sincerely,
Jen Wolosin

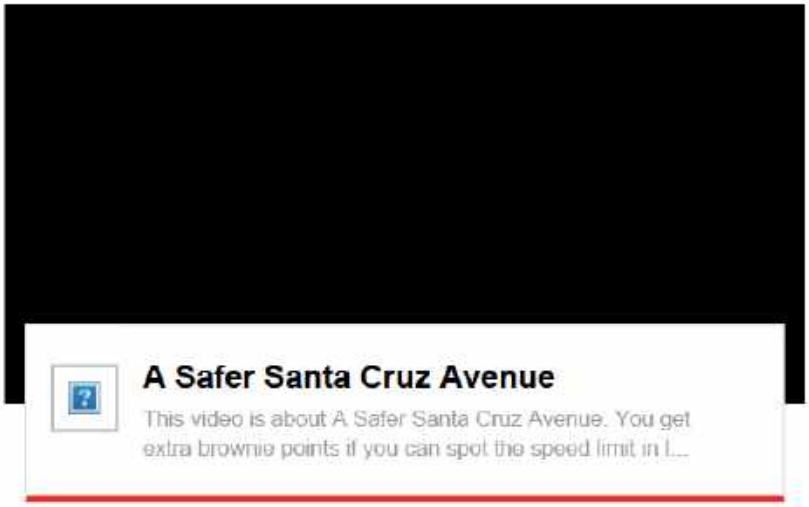
--
Jen Wolosin
Parents for Safe Routes, Founder and Chair
www.parents4saferoutes.org
jenwolosin@gmail.com
415.710.5838

From:	Janet Davis
To:	Don Horsley; Michael Callagy; Keith, Kirsten; Diana Shu; Smith, Tom A; Mueller, Raymond
Cc:	Jen Wolosin; Diana Gerba; Susie Cohen; Ron Snow; Molly Glennen; Cheryl Phan; Rebecca Altamirano; Carlos Bolanos; Jeff Holeman
Subject:	Bicycle Hazards at Sand Hill Road.
Date:	Thursday, June 15, 2017 5:18:06 PM

Ron Snow took a movie of traffic at the Sand Hill intersection. This clearly shows cars not stopping for the red light. (Plus, in the morning they completely commandeer the whole bike lane) This is the same for the other side of the intersection by the Buck Estate and by the Chargin Estate, and at Alpine. It is highly dangerous for cyclists, especially in the rush hours. This is one reason why expert cyclists are using the Larry Horton trail from Rural Lane to Sand Hill in order to avoid these dangers. This in turn creates hazards for those wishing to walk to or from Stanford Weekend Acres. Another problem exists at the Vinood Khosla offices next to the Chargin Estate (Sand Hill Gateway) which is that delivery trucks block the sidewalk requiring the seniors from Menlo Commons to step out into the road when they are coming or going to Safeway using their walkers.

These are just a few of the problems that parents and others have to deal with concerning the route to La Entrada, Los Lomitas or Oak Knoll schools. All of which are reasons why it makes zero sense to exacerbate all these problems with yet another commercial enterprise at the Sand Hill intersection, and why law enforcement is needed. It is also another example of how totally erroneous Stanford's Traffic study is.

Ron's movie:
A Safer Santa Cruz Avenue



From:	Janet Davis
To:	Smith, Tom A; Diana Shu; Don Horsley; Michael Callagy; Keith, Kirsten; Mueller, Raymond; Warren Slocum
Cc:	Diana Gerba; Susie Cohen; Rebecca Altamirano; Molly Glennen; Cheryl Phan; Jen Wolosin; Ron Snow; Bonnie Tom; Kathleen Davis; Gunter Steffen; Jennifer Wolosin
Subject:	2121 Sand Hill POST article today
Date:	Friday, June 16, 2017 11:28:20 AM

According to the POST article today at p. 6, the Homeowners' Association for Stanford Hills is also objecting to the project. Although it is not required, the residents of Menlo Commons; the large Condo development next door; and the Sharon Heights residents were never notified and they will all be severely impacted should this massive project go ahead.
The article states that "Stanford must include two low-income apartments or pay the city $615,171." To comply with this **"Stanford is adding TWO apartments to its office and housing project at 500 EL CAMINO, Menlo Park**!"

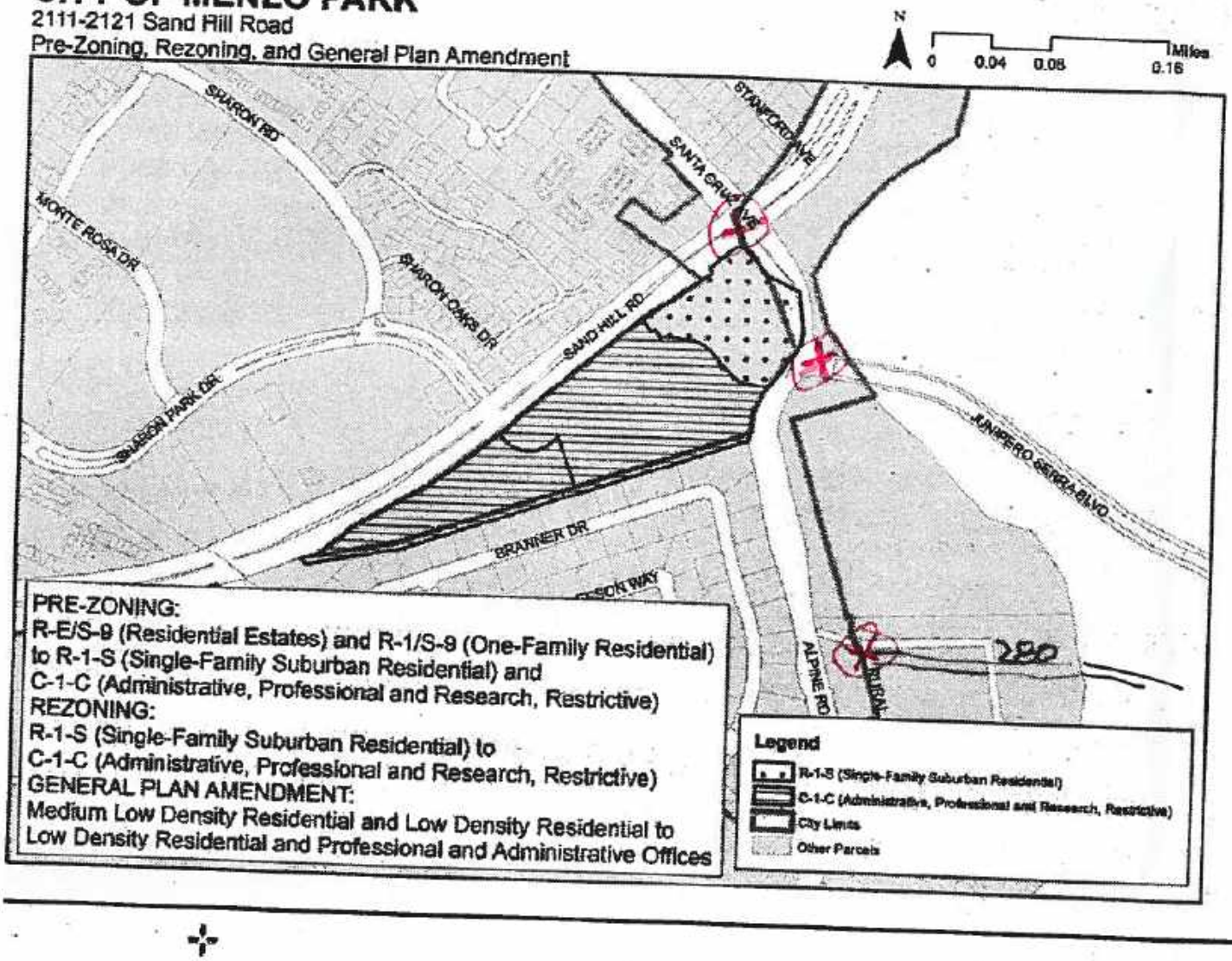
HOW ON EARTH DOES THIS DEAL WITH THE ALREADY IMPOSSIBLE TRAFFIC PROBLEMS; THE LACK OF SAFE BICYCLE LANES AND ADA COMPLAINT PATHS ON THE ROUTES TO SCHOOL; THE LACK OF PUBLIC TRANSPORTATION; AND THE ASTOUNDING JOBS/HOUSING IMBALANCE IN THE COUNTY.

DATED: June 2, 2017
PUBLISHED: June 9, 2017

Thomas Rogers, Principal Planner
Menlo Park Planning Commission

Visit our Web site for Planning Commission public hearing, agenda, and staff report information: www.menlopark.org

CITY OF MENLO PARK
2111-2121 Sand Hill Road
Pre-Zoning, Rezoning, and General Plan Amendment



Also check 35 ACRES in Redwood City at BAY ST

AND NEW REQUEST FOR Palo Alto College Terrace

Is it Possible. You don't KNOW THESE AREAS

POOR EL CAMINO !!!! donors

News Digest

4 Now This, Too!

New Stanford housing would abut College Terrace

Eyeing future growth, Stanford University is asking for Santa Clara County's permission to add 1,600 housing units or beds for students along its border with the College Terrace neighborhood, university officials told members of the College Terrace Residents Association last week. The units would comprise over half of the university's proposed new housing under its 2018 general use permit (GUP) application.

But residents of College Terrace say they have borne the brunt of traffic and parking generated by Stanford and raised concerns about the proposed housing. They said that despite Stanford's traffic-management program and a City of Palo Alto-run residential parking permit program, the neighborhood still experiences parking problems and noise late at night from Stanford visitors and residents.

Stanford's application is requesting permission to build 2.275 million square feet of academic and academic-related facilities and 40,000 square feet of child care or transportation-management facilities. To balance that growth, Stanford proposes to add 2,600 units or new beds of student housing and 550 faculty and staff housing units through the year 2035.

The number of housing units or beds is tied to a ratio of housing units per square feet of academic development, said Catherine Palter, associate vice president of land use and environmental planning. For every 500,000 square feet of academic construction, Stanford must build 605 housing units.

The permit must undergo a county planning commission hearing and recommendation; the county Board of Supervisors will then hold a hearing and vote on approving the permit. ■

—Sue Dremann

From:	Janet Davis
To:	Smith, Tom A; PlanningDept; Michael Callagy; Don Horsley; Diana Shu; Keith, Kirsten; Joe LaClair
Cc:	Diana Gerba; Susie Cohen; Lennie Roberts; Rebecca Altamirano; Molly Glennen; Ron Snow; Jen Wolosin; Gunter Steffen
Subject:	[Sent to Planning]Stanford Proposed Project 2121-2131 Sand Hill road
Date:	Tuesday, June 20, 2017 7:58:59 PM

At the June 19 Menlo Park City Planning Commission meeting, in my opinion, inadequate and often misleading data was presented as to the Buck Estate, such that the Commissioners could not make an ***informed*** decision. I attended every meeting during the prior proceedings and have comprehensive hard copy and digital records to support my assertions. I also attended all the meetings related to the Alpine Road widening and the construction between the two intersections.
Three issues were raised at the meeting June 19, 2017 for which no one had the answer:
(a) What was the prior status of the Buck Estate and what are any conditions placed on development by the county
(b) The status of the back gate to the Buck Estate
(c) Why is the traffic light at Alpine RED in the Portola Valley direction even when there is a GREEN light for traffic heading in the Menlo Park direction.

I can answer the above by reference to the County Planning history with citations to various documents. There were also several questions concerning the traffic study. These questions can be answered by a brief history with some citations to documents

After the donor died, her house was used as a Conference Center for which Stanford had a Use Permit (see p. 68 of the 7/26/00 Staff Report) and there was an entrance off Alpine Road. This was a source of traffic problems and many complaints, and still is. (No information was given as to the testator's wishes with respect to the property.)
The 1989 Loma Prieta earthquake damaged the structure, making it unstable, so it was left vacant and the beautiful gardens were neglected, causing the Stanford Hills residents to complain about fire hazards.
Stanford wanted to renovate the building but I don't remember any formal application. The entire site (Parcel 074-450-020) was zoned R2 Estates. That County zoning ordinance 6150 allows (subject to a Use Permit,) **only**

(1) Schools, libraries, fire stations, churches and riding academies
(2) Golf courses with standard length fairways and other non commercial clubs

However, there is Ordinance 6500c (6) that allows a Use Permit for a charitable institution (outside the coastal zone) but requires that it be **necessary for public health, safety, convenience or welfare.**
No such finding was ever made. However, the Use Permit was issued
Stanford filed for a Use Permit 5/19/1999 (San Mateo County File 1999-00331) for a 48,000 sq. ft. building. In their application they listed parking for only 44 underground spots and 66 surface for the approved cap of **100 employees max.**
(On 6/19/17 Mr. Donohoe testified that Hewlett had around 200 employees)
In the Staff Report for the ND that was ultimately made part of the Decision, at p. 72 it was stated that the parking required for the building was **239 spaces** yet Stanford only offered 124. A parking exception was granted because the total number of employees was to be capped at 75 plus additional lessees and visitors who were claimed to be no more than 25. The parking was 44 underground and 66 on the surface. (This totals to 110 which is different from the 124 applied for in the exception)
The Use Permit Findings at 2a were that the permit was for 1 year, then 3 years, then 5 years

and thenceforth every 5 years **provided that the Planning Director finds the uses in compliance.** To my knowledge and according to the County's Accela files, no such review ever took place.
Finding `12 required that any tenants are required to be charitable (no check appears to have been made)
Finding 13 required that Hewlett shall ensure that the employees shall generate an average of less than 175 daily peak hour trips and shall achieve a 25% reduction in average office trip generation.
Finding 15 Hewlett to submit signal timing plan for Sharon Park road and Sand Hill
Fehr and Peers tried to explain why their data in the EIR for SU Cancer Center was at odds with their analysis for the Hewlett Foundation
Fehr & Peers claimed that 17 of Hewlett's 36 current employees traveled extensively and were therefore no burden on the traffic analysis. Their traffic study 2/4/2000 stated that the Alpine/Junipero Serra intersection was below D with or without the project as was Junipero Serra/Campus Drive. Table 2 of their report showed that the Sand Hill intersection was at D in the a.m. and F in the p.m. (17 years ago!!)
Menlo Park City Council had a meeting 5/9/2000 to review the Negative Declaration and Menlo Park Mayor **Mary Jo Borak in her letter dated 5/10/200** to David Holbrook County Planner, was full of comments that mirror those expressed June 19, 2017 by the residents of University Park with respect to the current project. She objected to the traffic report, the fact that the ND had been prepared in isolation without considering the University's other projects, and this she surmised was illegal under CEQA Section 15156 in that it was piecemealing. She scoffed at the computer software used in the study. She took issue with the traffic study and asked for a full EIR. She objected to the software used in the traffic study. She shredded the mitigation measures suggested for significant traffic impacts under Mitigation 13 as totally invalid (just as they are for the 2017 ND. She objected to the statement that the site was well served by public transit, (just as W. Menlo Park residents did June 19 with respect to the current project, and she discounted the claim that biking would be used.
At p. 139 it is stated that the Alpine Gate is a secondary access contrary to Mr. Donohoe's assertion that this gate is not used. And contrary to the observation of everyone living in Stanford Weekend Acres.
My letter to the County 7/24/200 complained of the jobs/housing imbalance just as I did for the current project.
There was a property tour July 2000 of the Buck Estate
The letter of decision was issued 8/4/2000 granting the Use permit. However, it had the caveat: (This can be checked by going to the County Planning site and looking up the record)

OFFICE HEADQUARTERS Use Permit SELF-RENEWING - **No RENEWAL required unless development intensifies (non-minor UP Amendment is proposed) or Violation occurs**. Use permit to allow development of a professional office headquarters for Hewlett Foundation, as allowed under Section 6500(c)6 for Institutions of a philanthropic or charitable nature. **Given that the max. number of employees was to be 100 and Mr.Donohoe claimed 6/19/2017 that there were approx.. 200 current employees that is an intensification PLUS requesting yet another office complex is most definitely an intensification. Which is why Stanford is seeking annexation and a zoning change within the city of Menlo Park to avoid the caveat.**

Item 123 of that decision required Stanford to conduct a public workshop to discuss the feasibility of a bike path between Sand Hill and Alpine Roads which was something that Lennie Roberts and I had sought given the traffic problems and dangers to cyclists. At that meeting Stanford stonewalled and said that this was not going to happen. At that point the County Planning Director, Terry Burnes (who in my opinion was one of the most incompetent employees in the county) told Stanford that he would not push the issue, but WOULD require such a condition when Stanford came to the county for another Use Permit for the conference Center.

Stanford then changed their request from a Conference Center to a residence for the Provost, Etchemendy. This was by right and abrogated the need for a Use Permit. This allowed the Provost to host meetings and conferences in his home anyway.

AS TO THE BACK GATE ON ALPINE: There were several communications with Stanford Lands Management complaining about the use of the back gate e.g. 2/26/03 to Andy Coe, Jo Beth Folger; and calls in March of 2003 to Larry Horton, Glenis Koehne, Leone Batkin. It is a continual problem with vehicles from both the Hewlett foundation and the Provost's residence making an illegal U-turn to get to Junipero Serra. This is highly dangerous, but nothing has been done to remedy the danger to other vehicles.

AS TO THE RED LIGHT ON ALPINE: Because of the steady stream of traffic in both directions throughout the day, residents of Stanford Weekend Acres could not, and still cannot, get access to enter Alpine heading towards Menlo Park for several hours during the day. As for crossing Alpine to get to I-280 that is well nigh impossible after about 7:00 am until after about 10:45 a.m. There have been many accidents and the County Public Works is trying to remedy the situation.

When Alpine was widened to allow a right turn at Junipero Serra, and a merge lane heading towards Portola Valley it was agreed that the light that had previously allowed through traffic,would be RED to allow for platooning of vehicles, thus providing a needed gap for local residents to get onto Alpine. Steve Schmidt agreed to this.

BOTTOM LINE:

Had this information been available to the Commission, it is possible that more probing questions might have been asked. Should you wish to verify anything in this note, the Planner that worked on this project was David Holbrook, and he is still with the County.

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From: Janet Davis
To: Smith, Tom A
Subject: Fw: OPPOSITION TO STANFORD"S NEG. DEC. RE BUCK ESTATE CONSTRUCTION
Date: Sunday, April 9, 2017 6:49:44 PM

----- Forwarded Message -----
From: Janet Davis <jadjadjad@sbcglobal.net>
To: Michael Callagy <mcallagy@smcgov.org>; Warren Slocum <wslocum@smcgov.org>; Don Horsley <dhorsley@smcgov.org>; Steve Monowitz <smonowitz@smcgov.org>; Diana Shu <dshu@smcgov.org>; Raymond Mueller <rdmueller@menlopark.org>; Dave Pine <dpine@smcgov.org>; Carole Groom <cgroom@smcgov.org>
Cc: Lennie Roberts <lennie@darwin.ptvy.ca.us>; Diana Gerba <dgerba@mac.com>; Susie Cohen <susiejco@gmail.com>; Ginger Holt <ginger@me.com>; Margaret Williams <margaretwilliams2010@gmail.com>; Arlene Lindblom <rglgeo@aol.com>
Sent: Sunday, April 9, 2017 5:02 PM
Subject: OPPOSITION TO STANFORD'S NEG. DEC. RE BUCK ESTATE CONSTRUCTION

COMMENTS ON STANFORD'S NEGATIVE DECLARATION
PROPOSING TO
ANNEX AND REZONE 2121 SAND HILL ROAD

WHAT IS SOUGHT:
To rezone 14.2 acres of land between Sand Hill and Alpine roads, and on one newly divided parcel, build a 39,510 sq. ft. , 2 story office building with 2 underground parking levels, and annex the resulting parcels to Menlo Park.

At present there are basically two parcels: the Buck Estate, home of the Provost, and the 48,000 sq. ft. Hewlett Foundation with a swath of meadow land.

The plan is to change the parcel boundaries so that there are ***three*** parcels. The present parcels involved are 074-450-030/040 comprising 9.7 acres currently zoned by the county as RES9 (residential estates). After annexation this would be rezoned to C-1-C (professional/administrative offices) . Presently 7.14 acres of this comprises the Hewlett Foundation. Parcel 074-0450-050 comprising 3.6 acres on which sits the Provost's home would be rezoned from County R1-S-9 to City R1-S. There are two additional parcels 074-321-110/210 totaling 0.9 acres that are zoned R1S by the City and appear to be a PGE easement.

INTRODUCTION:
Stanford University and the Medical Center provide extensive benefits, prosperity, culture, and world class medical care, to the surrounding area. However, the massive construction to accommodate these benefits has also come at a cost to the local community particularly in terms of traffic and dearth of housing. (See Appendix for references to recent projects)

The periphery of the campus falls within the purview of Santa Clara County, San Mateo County, Menlo Park and Palo Alto. When plans for construction surface, the University has been adept at playing one jurisdiction against another. In the past, one jurisdiction will approve a project that has a detrimental impact on another jurisdiction. Examples would include the first GUP, the C-1 trail, the intersection widenings and the hospital expansion. San Mateo County has been particularly derelict in its duty to require mitigations to lessen that impact.

Another problem is that Stanford treats each project as *discrete* without considering the cumulative effect. For example, it is analyzing this project as distinct and isolated from the massive impact of the 2018 GUP, the almost complete hospitals expansions, and the Menlo Park El Camino projects: all of which affect Sand Hill and Alpine Roads and the nearby communities and local streets.

At the same time, the University has essentially walled off the campus resulting in very few entrances for traffic. The main entrances to campus and the hospitals from I-280 are Campus Drive West (off Junipero Serra) and Sand Hill Road (to Welch or Arboretum) The result is a total traffic nightmare in West Menlo Park involving Alpine Road, Sand Hill Road, Alameda, Santa Cruz Avenue, Monte Rosa and all the side roads.

BACKGROUND:
The area was originally zoned as a residential estate and the main (historic) house was a private residence with a beautiful garden. When the owner died she bequeathed the estate to Stanford, and the terms of that bequest were not publicized, although it seems unlikely that she contemplated her garden morphing into a commercial center. The property became a

conference center until it was severely damaged in the Loma Prieta earthquake and remained vacant for some years. On May 19 1999, Stanford sought a Use Permit (PLN 1999-00331) for:

> *OFFICE HEADQUARTERS*
> *Use Permit*
> *SELF-RENEWING - No RENEWAL required* ***unless development intensifies*** *(non-minor UP Amendment is proposed)* ***or Violation occurs****. Use permit to allow development of a professional office headquarters for Hewlett Foundation, as allowed under Section 6500(c)6 for Institutions of a philanthropic or charitable nature*

This was eventually granted on Stanford's assertion that any sub-lessees would also be charitable institutions. It is not known if this is presently the case.

During discussions it was emphasized by Stanford that there would be very few vehicles since most employees would be using bicycles and that showers and bike parking facilities were part of the plan. It was also promised that the facility would be invisible from the road and that lighting would be minimal. It was also promised that the back gate to Alpine would not be used. None of this has transpired. There are many vehicles, the place is lit up like a Christmas tree at night, and the steel roof is like a giant mirror reflecting blinding light at certain times of day. Also, the Alpine Road gate is used for ingress and egress. Even Stanford logo vehicles make illegal U-turns from that gate across traffic to get to Junipero Serra.

During discussions local residents pushed for a pedestrian/bike path through the property and this was vehemently rejected by Stanford, and the Planning Dept. stated that this could be a Condition should the main house be resurrected as a conference center..

The terms of the Use Permit are the obvious reason that Stanford is now seeking to annex the property to the City of Menlo Park.

Subsequently, Stanford proposed renovation of the earthquake-damaged main house and classified it as a future single family home for the University's Provost, thus eliminating the provisions of a *discretionary* project which would have applied had it been classified as a Conference Center. Since the Provost is a distinguished person, the residence to all appearances, continued as a center for university functions.

ANNEXATION:

It is not strictly true to classify the property as an isolated island "surrounded by the City of Menlo Park." The structures at 2108 and 2128 Sand Hill are within County jurisdiction as are the homes along Sand Hill across from the golf course and most of those along Santa Cruz Ave. (Many of the residents along Santa Cruz have been trying *unsuccessfully* to have *their* properties annexed to the City) It would seem that the annexation request is a ploy to avoid the provisions of the Use Permit – as it would appear from the "Conditions" noted in the Countiy's Accela files!

HISTORIC BUILDING *The house is the historic Meyer-Buck Estate (presently the provost house for Stanford University); it was placed onto the County Historic Inventory on 2/20/2002. Any/all exterior/interior modifications shall be reviewed by the CDD, & possibly by the HRAB prior to approval of any BLD or PLN permits.* Applied | Notice | 05/23/2016
Proposed use *RJB 1/26/15 Spoke with applicant at counter regarding use of property. The applicant is proposing the expensing the existing use of admin/offices for the HP Foundation located at APN 074-450-040. In speaking with DH, applicant would amending their existing use permit at APN 074-450-040 to incorporate the uses at the adjacent parcel. Told applicant that CEQA, especially traffic, would be a major factor in the approval of this project. Gave applicant parking and zoning information. Applicant also asked about rezoning the property. Would need rezoning and general plan amendment. The applicant also had a question about annexation into the City of Menlo Park.* Applied | Notice | 01/26/2015

It would also seem that there would be some significant tax issues to be sorted out by LAFCo should annexation be contemplated, since much of the development on Stanford lands is exempt.

Nowhere did I find any reference to what or who is intended to occupy such an office building should it be approved.

"MITIGATED" NEGATIVE DECLARATION:

The basic problem with this is that there are no ***meaningful*** mitigations. As pointed out by County staff the over-riding issue is traffic impact. The text asserts that the ND is directed only to the West side of the project, but even that is woefully inaccurate. The Sand Hill/Santa Cruz and Alpine/Junipero Serra intersections are perhaps the two most congested areas of the county and much of that traffic originates from Stanford. The other big omission is an analysis of truck traffic during construction.

Traffic Analysis:

This whole section is inadequate, highly flawed and in some instances totally inaccurate. San Mateo County is in the process of studying Alpine Road and the Santa Cruz Corridor because the traffic is at crisis levels and there have been a significant number of accidents.

At p. 113, section 4.10.3(b) "Impact Discussion" under the heading "City of Menlo Park," in the second paragraph it is

claimed that there "no significant traffic or transportation impacts were identified." That comment strains credulity.

Public Transport:

This is basically non-existent and it is deceptive to cite local bus routes since those buses do not operate at times that people need; the routes do not go where people need; and the travel time is too long. The SLAC bus is used by SLAC personnel coming from the railroad, but it is useless for people traveling via I-280. The same applies to the Marguerite shuttle. The one bus stop that exists on Sand Hill has no shelter and is hardly ever used. The other line is used by Menlo High School kids.

Bicycle Routes:

This section of the ND mischaracterizes the present situation. That which exists is highly dangerous. There have been cyclist fatalities on Alpine and Sand Hill. The gap between Alpine and Sand Hill intersections is a death trap for cyclists. There is no bike lane on Santa Cruz and this is highly dangerous. There is no way for cyclists to cross Alpine. The entrance to the "trail" from Junipero Serra to Welch road along the golf course is frequently blocked by cars turning onto lower Sand Hill. The so-called multi-use trail under the cantilevered section of Junipero Serra is poorly maintained, hazardous to cyclists and even more dangerous for pedestrians.

Vehicular Traffic:

Sand Hill is a virtual parking lot from El Camino to I-280 especially during morning rush hours and from about 3:30 to 6:00 p m.

Santa Cruz Avenue: The study showed (Fig. 12) the portion of Santa Cruz Ave up to Alameda currently experiences 24,376 trips/day and estimates an additional 97 trips/day with the project. This would not seem insignificant to the residents already inundated with traffic in that vicinity, or to the cyclists battling thoughtless drivers.

Alameda is also jammed going towards SU in the morning from Woodside road to Sand Hill.

Alpine: Because Sand Hill traffic is so bad, many commuters use Alpine. Construction trucks use Alpine in preference to Sand Hill because there is at the moment a higher speed limit, no traffic lights and lack of traffic enforcement. (During the hospital expansion grading Alpine was getting up to 17 double semi dump trucks every minute) Alpine is one long bumper-to-bumper procession from I-280 (and expanding up the freeway) to Campus Drive West every morning from around 6 a m. In the afternoon traffic is backed up starting around 3:15 all the way to I-280. There have been times when it takes 6 iterations of lights to get through the Alpine traffic signal. Frequently it is not possible to go through the light when green because traffic coming from Junipero Serra monopolizes the entire space between Alpine and Sand Hill. Another problem is that the left turn lane to access upper Sand Hill Road is blocked by an unnecessary "bulb out" midway to Sand Hill road.

Despite frequent complaints many vehicles from the Hewlett foundation use the back entrance onto Alpine, either to turn right or to make an illegal U-turn to the left.

Although the area of Alpine Road at the rear of the Buck estate is within the City of Menlo Park's jurisdiction, it is extremely rare that there is any traffic enforcement. The same is true although to a lesser extent, in the vicinity of the Sand Hill intersection.

Monte Rosa: This is indicated as an access to the site. However, to get to Monte Rosa one would have to use Valparaiso, Avy or another side road. Monte Rosa is already highly impacted and residents have sought Stop signs It is also close to La Entrada Middle School and Philipps Brooks School.

***Neg. Dec. Assessment of Parking in Relation to Traffic Impact*:**

This is particularly disingenuous. It is proposed to build a 2 story underground parking facility in additional to surface parking for visitors. If there are to be 163 parking spaces that could account for 326 trips/day plus lunch time or other trips.

Non Commuter Traffic:

Nowhere does it appear that there is any estimation of how many servicing vehicles or client cars would have to be accommodated.

Cumulative Impact:

CEQA Guidelines 15065(a)(3) states that

> **"The incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects and the effect of probably future projects**."

This requirement has been totally ignored. There should be an analysis of the cumulative effect of at the very least of the hospital expansions and the 2018 GUP. (See Appendix for list of projects)

San Mateo County Jobs/Homes Imbalance:

Adding yet another 39,510 sq. ft. office in addition to the existing 48,0000 sq. ft. Hewlett foundation office space where previously the entire 14+ acres **was zoned residential creates a huge and significant negative impact on the balance in an area where homes are in very short supply**. This is especially egregious when the proposed development site was listed by the city as a **possible site for affordable housing**. At the recent meeting in Palo Alto to discuss the university's GUP renewal many speakers from nearby communities, from the university's graduate community, and employees of SLAC urged the university to consider more (and affordable) housing for lower echelon employees and graduate students. This site would be better used for such employees who could bike or shuttle to work and reduce the long commute times and road congestion.

Inducement to Further Development:

Sand Hill Road is one of the most expensive sites for office leases in the U.S. The county has already converted residential property at 2108 and 2128 Sand Hill from residential to commercial. (A condition of such conversion at 2108 was that one structure be residential, but it is not even known if this condition has been fulfilled, since there seems from casual observation, no indication that the building in question is a home.)
Allowing this monumental rezoning would act as a further inducement for more intensive development along Sand Hill and possibly Alpine Roads.

Tree Study:
Although this is one of the most thorough and comprehensive study the County has seen, it would be nice (if this project is approved,) that those heritage trees proposed for elimination where they infringe on likely construction, could be relocated, as has been done at other projects in the county.

Paleontology Study:
There are fossils all over the area of various types. When SLAC was excavated several large mammals were unearthed. I have fossils in my garden. Nowhere is it specified what type or size of fossil would trigger a stoppage.

Emergency Services:
At present fire engines and ambulances are often held up at the Sand Hill and Alpine intersections. Adding yet more traffic to this highly congested area is only going to increase the dangers to residents and others who need their services.
When the MPPD have been alerted to traffic problems at the intersections the response has often been that traffic control is not their job. The CHP who have jurisdiction over Alpine Road have insufficient officers to handle the numerous problems that already exist.

Fire Lane/PGE Easement:
Parcels 074-321-110/210 comprising 0.9 acres appear to be also zoned R1-S. Presumably this is the old "Fire Lane" over the 109 gas line. Access to this is currently blocked by the PGE/ATT switching station and a utility pole. It was unclear from the ND where and what these lots constitute.

CONCLUSION & SUGGESTED MITIGATIONS:
This is an ill-conceived project both from an annexation and a rezoning point of view. If, however, it is approved there certainly need to be some very significant actual mitigations and conditions.
Most importantly there needs to be a pedestrian/bike lane over the 109 pipe line or through the facility at another location. This would require:
Pedestrian crossings at Junipero Serra and Alpine light activated
A pedestrian path around the base of the Buck estate to Sand Hill road
Construction to block off right turns at the Alpine entrance to the Estate
Ban on new office building using the Alpine entrance
Complete renovation of the path under the cantilevered section of Santa Cruz and elimination of bike travel and reconstruction of this path so that it is ADA compliant at the Alpine intersection.
Lowering of the speed limit at Alpine by the Buck Estate
Lengthening of the merge lane by the Buck Estate
Conversion of the traffic light opposite Sharon Road so that there is a right turn light coming out of the estate
A substantial payment towards the construction of low income housing
A requirement that any construction trucks only use Sand Hill road
Commitment that any new office tenants be non profit
Funding towards traffic improvements on Alpine Road
Removal of the "bulb out" in the gap between the two intersections that limits left turns

APPENDIX
STANFORD PROJECTS

Stanford's Neg. Decl. for Buck estate on Sand Hill road:
http://www menlopark.org/1176/Mitigated-Negative-Declaration

Stanford 2018 GUP: https://gup.stanford.edu/the-project/overview
https://www.sccgov.org/sites/dpd/Programs/Stanford/Pages/CurrentProjects.aspx

Stanford's Hospital expansions (Hoover, SUMC, Lucile Packard children's hospital, basic medical facilities)
http://www.sumcrenewal.org/
http://www.sumcrenewal.org/projects/project-overview/packard-childrens

http://www.sumcrenewal.org/projects/project-overview

Stanford El Camino Project:
https://www.paloaltoonline.com/news/2017/02/27/stanford-submits-updated-plans-for-500-el-camino-real-development-in-menlo-park

Stanford golf Course (and catering)
https://golfcourse.stanford.edu/dining htm

OTHER NEARBY STANFORD PROJECTS

Stanford's Primary Care facility on Alpine road:
https://stanfordhealthcare.org/medical-clinics/stanford-primary-care-portola-valley html

Page Mill road facility:
https://med.stanford.edu/medfacilities/project-management/featured-projects/1520PageMill html

1651 Page Mill road:
https://med.stanford.edu/medfacilities/project-management/featured-projects/1651-page-mill html

3373 Hillview Ave Palo Alto:
http://www.warehamdevelopment.com/properties/by-location/paloalto-01-3373hillview html

Stanford Imaging Center Palo Alto:
https://stanfordhealthcare.org/medical-clinics/imaging-clinic-stanford-medicine-imaging-center html

Stanford Redwood City:
https://redwoodcity.stanford.edu

April 23, 2017

To the Menlo Park Planning Commission,

The letter is written on behalf of the Sanford Hills Home Owners Association, to express our opinions and concerns regarding the planned office development on Stanford land at 2131 Sand Hill Road adjacent to our homes.

First, it would seem appropriate to provide some background regarding our experience with construction in the adjacent land over the last 5 years, as this experience has produced what might be considered "construction fatigue." The extensive PG&E pipeline work in the utility easement that is part of the parcel that Stanford plans to develop directly abuts our neighborhood, and thus some residences were no more than 10 feet from this extremely heavy, industrial-scale construction. There is no better description of the inconvenience of this work carried out by PG&E other than that it was hellish. Construction was carried on both day and night, subjecting the neighborhood to constant and incessant vehicle motion alarms, engine noise, dust, light from football-stadium-style lights, and diesel exhaust. If there were a recognized exposure limit to the negative externalities of nearby construction, we individuals who live in Stanford Hills have certainly reached this limit. Considering this history, we would ask for careful and critical review of these plans by the Planning Commission to mitigate the effects of further significant construction activities on individuals who are already sensitized and highly affected by recent construction activities on the same parcel.

In addition, we would like to point out a conflict of interest that also ought to motivate a higher degree of scrutiny with respect to this project's impact on residential neighbors. Stanford does own the land upon which Stanford Hills residences sit. As part of a recent lease extension deal struck with Stanford Hills residents, Stanford has taken a preferred position ahead of other potential buyers of these properties, and has expressed a desire to acquire houses that go on the market in the Stanford Hills area (and has already acquired several of these houses). Because of this, Stanford could be perceived to benefit from any actions that might temporarily (if not permanently) depress the market value of these Stanford hills houses – actions such as this multi-year long construction project.

Below we enumerate a number of our specific concerns with this project proposal:

1) Landscape plans

We have significant concerns regarding the landscaping plans between the proposed building and the Stanford Hills neighborhood.

This project proposes to use a minimum statutory setback of 75' between a low density residential area and a large commercial office building. 35' of this setback is a utility easement controlled by PG&E. PG&E is in the process of removing effectively all vegetation in the easement area between Stanford Hills properties and the parcel to be developed. No new

plantings will be allowed within this 35’ region. Thus, depictions of existing screening vegetation in the submitted plans will very soon be inaccurate, as all trees within 35’ of Stanford Hills properties will be removed. Given this, the currently proposed plans for landscape screening between the building and adjacent homes comprise a single, non-staggered row of sequoia trees spaced at 25’ intervals as well as relatively small deciduous (Western Redbud) trees. This row of widely spaced trees is simply woefully inadequate for privacy screening. Furthermore, the above-ground parking lot, a major source of noise and light disturbance, would be shielded with only deciduous trees, providing no screening for a substantial portion of the year. In short, the proposed building will tower over the adjacent neighborhood with effectively no privacy screening for decades to come (if ever). We strongly advocate that the landscaping meant to screen this building from residential properties be revamped, starting from the principle that multiple layers of screening vegetation (with substantial height, given the constraints imposed by the easement) placed as close to Stanford Hills homes as possible are required for proper privacy screening.

Attaining an appropriate level of screening is challenging given the limitations of the easement, as trees closer to Stanford Hills homes would have a better screening geometry for the neighborhood than trees planted further away (i.e. closer to the proposed building). Therefore the 35’ easement highly reduces the effectiveness of the required 75’ setback space, making it challenging to properly landscape the area. We would urge the planning commission to consider using the edge of the easement, rather than the edge of the parcel, as the proper position to start setback measurement, as this would be more consistent with the intent of the setback requirement and allow for more adequate landscaping of a buffer zone between this commercial development and a low density residential area. We would also ask the commission to consider reducing the height and/or footprint of the proposed building.

One potential mechanism to increase the vegetation-usable setback of this project from Stanford Hills residences would be to move the proposed building closer to Sand Hill Road. We would note that at least two buildings on Sand Hill Rd in C-1-C zoning have 65’ (or perhaps smaller) setbacks. In our view, moving the building footprint toward Sand Hill Rd would have no negative consequences, and provide an additional useful area that might buffer this construction.

In sum, given that 35’ of the required 75’ setback from Stanford Hills is utility easement land that cannot be used to provide any landscaping privacy screen, we would advocate for 1) reimagining the current landscaping plan to include substantially more layered large, coniferous tree-based landscaping and 2) moving the building closer to Sand Hill Road to generate additional space for appropriate screening landscaping. Such a variance has precedent (other buildings along Sand Hill), and would conform more closely to the configuration of the Hewlett Foundation Building (which has an approximately 150’ setback from the nearest residential property).

We would also request for story pole placements on the site prior to plan approval to assess relative heights of roof line and roof top from the adjacent homes. Stanford has indicated that they will not grant this request unless specifically required to do so by the city of Menlo Park.

2) Construction and permanent noise

According the MND, construction noise at the adjacent residences is estimated to be in the 85-88 dba range (sufficient to cause permanent damage). Mitigation is expected to reduce this by 5 db, leaving it in a dangerous zone for constant exposure estimated to last 333 days per table 4.12-1 of the MND report. We view this as a highly significant quality of life issue for the neighborhood and request a more detailed and proactive approach toward minimizing construction noise. For example, a sound barrier to reduce the expected noise by 15-20 db would be more appropriate.

Page 124 of the MND "Parking Garage Traffic Noise" assumes all traffic noise post-construction will be below grade. This ignores the garage entrance at the southeast corner of the building. The garage opening is 24' wide. The garage ramp extends approximately 34' into the 40' landscape buffer leaving no room for adequate trees. The traffic study in the MND indicates two garage entrances are not necessary. We therefore object to this unnecessary source of light and noise. The second entry on the north side of the building does not have similar levels of noise or light concerns.

3) Office lighting and privacy

First and second floor lighting from the building will clearly be visible to houses, yet the MND essentially ignores this problem. No specific, proactive mitigation plan is discussed, which is concerning, especially given the highly problematic landscaping plan. We would request that to avoid light pollution (which has been a problem for the Hewlett building, which has a much larger setback and better, more mature landscaping) automated blinds for the internal portions of the building be activated after sunset, or that other specific mechanisms be enumerated prior to construction to avoid negative experiences our neighborhood has already had with the Hewlett building. We also request that the proposed building and parking lots use only low-to-the-ground lighting, which is both more energy efficient and pollutes less light into the adjacent neighborhood.

The second floor offices of the proposed building have a clear line of sight into the nearby homes. This is also not addressed in the MND. Unless (or until) solid vegetation blocks all visibility into the homes, we request shutters on the outside of the windows or other similar measures to protect the privacy of homeowners in the Stanford Hills neighborhood. As a second consideration, shutters will significantly reduce the heat on these south facing offices until the landscaping matures.

4) Traffic

Traffic generation is estimated in the MND to be 302 daily trips, with only 47 in the morning peak and 36 in afternoon peak. We find this to be a surprisingly low estimate for a building with 130+ occupants. We request that the assumptions that underlie these estimates be examined.

Furthermore, if the peak traffic is as light as indicated, there is little reason to have two garage entrances.

5) Building height variance

We see no reason for the height of the building to be allowed to be increased above the statutory limit for this zoning designation. The proposed “penthouse” is simply unnecessary, useless, and aesthetically unattractive embellishment, and contradicts Stanford's stated intent to screen the building as much as possible.

Conclusion

We respectively request that these issues be addressed prior to approval of any project. The aforementioned list is not intended to comprise an exhaustive list of issues that Stanford Hills residents have with the proposed construction. Given the draft status of the current plans, we reserve the right to comment on any other issues as they evolve and as new plans are generated.

We feel the best possible decision of the Planning Commission would be to place this project on hold for the near term while residents recover from previous construction activities and begin to re-landscape their lots to deal with the changes being caused by PG&E activities. However, if indeed the commission decides to move forward, we very much hope to work together to minimize impact on an already highly sensitized and previously impacted community.

Sincerely, on behalf of Stanford Hills Residents,

William Greenleaf, Ph.D., Chair, Adjacent land committee, Stanford Hills Home Owners Association, & Stacy Porter, MD
2372 Branner Drive
Menlo Park, CA 94025

Mark Trail, Stanford Hills Home Owners Association President
8 Anderson Way
Menlo Park, CA 94025

Sue Bishop & Viole McMahon
2378 Branner Drive
Menlo Park, CA 94025

Iver Bruflat
2367 Branner Drive
Menlo Park, CA 94025

COUNTY OF SAN MATEO
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April 24, 2017

Tom Smith, Associate Planner
City of Menlo Park
Community Development Department
701 Laurel Street
Menlo Park, CA 94025

Dear Mr. Smith:

SUBJECT: Initial Study/Mitigated Negative Declaration Prezoning, Rezoning, General Plan Amendment, Stanford University – 2111-2121 Sand Hill Road

Thank you for the opportunity to review the proposed Initial Study/Mitigated Negative Declaration Prezoning, Rezoning, General Plan Amendment, Stanford University – 2111-2121 Sand Hill Road (MND). The MND was dated March 24, 2017 and received in our offices on April 3, 2017. San Mateo County Planning staff has reviewed the MND for consistency with the County's Planning and Zoning policies and the following staff comments are based on our review of the proposed project and MND.

The proposed project includes prezoning and annexation of a 14.2-acre property, currently in unincorporated San Mateo County, into the City of Menlo Park. The project also includes a 39,510 sq. ft., two-story office building with two levels of below grade parking on the 2.6-acre undeveloped portion of the property at 2131 Sand Hill Road. Parking would be provided in a surface parking lot located east of the building, and in a two-story, 119-space parking garage below the building. It will provide 40 surface parking spaces, for a total of 159 parking spaces. Eight bicycle racks would be located under the building arcade, and eight bicycle lockers would be included in the garage.

As you may know, the San Mateo County General Plan Policy 7.24 *Urban Unincorporated Areas Within City Sphere of Influence* states "encourage cities to annex urban unincorporated areas within designated city spheres of influence." County staff also believes that the City of Menlo Park should annex the PUD-Zoned parcels across the road and the portion of Sand Hill Road right-of-way immediately west the Santa Cruz Avenue-Sand Hill Road intersection. This would avoid a confusing, awkward configuration of jurisdiction at this location.

Review of Trip Generation Rates:

A. Surrounding Area Averages:

Trip generation for the proposed office building was estimated based on calculating the average trip generation rates for similar general office buildings in Menlo Park, based on square footage. Driveway counts for the office buildings at 2200 Sand Hill Road, 200 Middlefield Road, and 64 Willow Road were conducted in May and June 2016. The proposed office building is estimated to produce 47 trips during the AM peak hour, and 36 trips during the PM peak hour. Using the inbound and outbound splits calculated from similar offices, the project would generate 38 inbound and 9 outbound trips during the AM peak hour, and 4 inbound and 32 outbound trips during PM peak hour.

B. ITE Trip Generation:

ITE table (710) = 11.01 per 1000 sq ft weekday average rate
1.55 per 1000 average peak am
1.49 per 1000 average peak pm

Weekday total = 11.0*39.51 = 435
AM peak = 1.55*39.51 = 62 > 47 Hexagon estimates
PM peak = 1.49 * 39.51 = 59 > 36 Hexagon estimates

We believe that the MND trip generation rates should be adjusted upward to reflect potential future use conditions, at least to the extent that there is available on site parking.

C. Trip Distribution

The MND assumes that trip distribution will follow existing patterns. Page 13 of the traffic study turn movement diagram 4 shows 15 vehicles left turn from driveway and 6 right turn from driveway in the PM. Therefore 15/(15+6) = 70% will go WB Sand Hill and 30% will go EB Sand Hill then to Alpine Rd in the PM. An alternative trip distribution should be considered as well as it may or may not impact Intersection 2 and #3: Sand Hill/ Alpine/ Junipero Serra which is already at a LOS of D.

Direction	Distribution Proposed	Distribution Alternative Proposal
SB Alameda de las Pulgas	17%	17%
NB Alameda de las Pulgas	17%	17%
EB Sand Hill	20+33+8%=61%	20+33+8 = 61%
WB Sand Hill	20+33+8 = 61%	20+26+8 =54%
SB Alpine Rd	4%	11%
NB Alpine Rd	4%	4%
Misc other roads	No change	No change

Also please condition the project to include the following restrictions:

1) During construction (15 months) require construction related equipment, crews, etc., to use Sand Hill Road in lieu of Alpine Road in both directions. In particular, haul routes for excavated materials or imported materials should use Sand Hill Road to avoid unnecessary impacts to residents along Alpine Road.

2) Require the project to physically prevent illegal left turns off of northbound Alpine Road into the Buck Estates.

If you have any questions regarding the comments in this letter, please do not hesitate to contact me at 650/363-1865 or jlaclair@smcgov.org.

Sincerely,

Joseph LaClair
Planning Manager

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-232-CC**

Regular Business: **Discussion of downtown paseo pilot program and next steps**

Recommendation

Staff recommends that the City Council discuss the downtown pop-up park/temporary paseo installation at Curtis St. and Santa Cruz Ave. and provide direction on whether to proceed with permanent improvements.

Policy Issues

This pilot program is consistent with the guiding principles of the El Camino Real/Downtown Specific Plan to enhance public space, generate vibrancy, sustain Menlo Park's Village character, enhance connectivity and promote healthy living and sustainability and Chapter D (Attachment A) regarding the enhancement of public space.

Background

Chapter D of the approved Menlo Park El Camino Real/Downtown Specific Plan *proposes a comprehensive public space and pedestrian/bicycle network that enhances community life and establishes safe and attractive pedestrian, bicycle and vehicular connections throughout*. Page D4 references *a unifying and coordinated network of enhanced sidewalks, a pedestrian paseo (a public path designed for walking), plazas and parks, connecting Fremont Park to the west to the station area and Civic Center to the east*.

One of the more significant public space enhancements identified in the plan is the Chestnut Paseo. Recognizing the significance of this improvement and the change from automotive thoroughfare to a *pedestrian-only street with flush surface and enhanced landscaping* the Plan references *implement[ing] and evaluate[ing] improvements on a trial basis, before moving forward with a permanent installation* –pg. D18. The Specific Plan allows for public improvement pilot programs as *the basis for the review and consideration of a permanent installation*.

With that in mind, staff developed the pop-up park/temporary paseo installation that is currently located at Curtis Street and Santa Cruz Ave. It was originally installed for the 2014 State of the City event at Chestnut and Santa Cruz, per the vision of the Specific Plan. In 2015, the pop-up park/temporary paseo was in place through the summer and fall, hosting the Menlo movie series, the Police Department's Friday Night Lights, a ConnectMenlo open house meeting and various community planned events. Unsolicited community feedback was mixed, with some residents enjoying it and others offering concerns related to

traffic and the temporary look of the paseo. The Bicycle Commission passed a recommendation to make the paseo permanent. The City received concerns about the loss of a 4-way stop on Santa Cruz Ave., which residents claimed made turning onto Santa Cruz Ave. more difficult. Transportation staff responded by installing temporary traffic controls. In addition, there was not a clear synergy between the adjacent merchants and the paseo. The adjacent retail merchants raised concerns about the loss of parking and additional congregation of middle school students after school as well as homeless residents throughout the day and did not feel that the paseo was used by their patrons or generated new customers for their businesses. Staff solicited additional community input through the biennial community survey. The majority of respondents were unaware of the trial and therefore were not able to offer feedback.

With the opportunity to move the temporary installation easily, staff determined that considering a different location and longer duration would provide greater opportunity for the community to experience the paseo and provide feedback on both the threshold question of whether or not to develop a plan for a permanent installation and which location would be best. The current installation has been in place since the spring of 2016. It has been primarily a passive use open space with tables, chairs and umbrellas, but it has also been used to host: an event highlight the Library's centennial, a registration booth for two wine walks, two fall movie series, the Police Department's Friday Night Lights, and to augment this year's block party, which included the world's largest fidget spinner. The Curtis Street location proved to have greater synergy with some of the adjacent retail merchants, but the City has received complaints from office tenants and property owners. The complaints range from presence of homeless individuals, to noise from children, litter, impacts from pets, the loss of the six parking spaces and convenience of vehicular access. In addition, businesses have complained of frustrated drivers traveling at excessive speed through the parking plazas after being denied access to Santa Cruz Ave. on Curtis St.

Staff is again soliciting community feedback through a survey, which can be found on the City's website at the Paseo page (Attachment B)

Analysis

There are a number of options before the City Council, for which staff is seeking direction. First, the threshold question before the Council is whether or not the City should continue to consider the addition of a pedestrian-only paseo as part of the future public improvements downtown. If the City Council believes that this type of improvement is still valuable, then should staff move forward with permanent improvements at Chestnut St. and Santa Cruz Ave. as identified by the Specific Plan or at Curtis St. and Santa Cruz Ave.? Is there another location that the Council would like considered? Finally, is there another option that the Council would like staff to review, such as a seasonal installation of a paseo?

Impact on City Resources

Depending on City Council direction, staff will have to return with a plan and funding appropriation.

Environmental Review

This action is not a project under CEQA.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 24 hours prior to the meeting.

Attachments

A. Specific Plan Chapter D
B. Paseo Survey

Report prepared by:
Jim Cogan, Housing and Economic Development Manager

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D.

PUBLIC SPACE

D.1 OVERVIEW D2

D.2 DOWNTOWN D8

D.3 STATION AREA D28

D.4 EL CAMINO REAL D37

D.5 GENERAL GUIDELINES D47

D.6 SUSTAINABLE PRACTICES D48

D.1 OVERVIEW

As introduced in the Urban Design Framework in Chapter C, the Specific Plan proposes a comprehensive public space and pedestrian/bicycle network that enhances community life and establishes safe and attractive pedestrian, bicycle and vehicular connections throughout. Figure D1 illustrates the enhanced network of pedestrian- and bicycle-friendly linkages between downtown, the station area, the Civic Center, and along and across El Camino Real.

The key unifying concepts for public space in the project area include:

- Connected + Walkable Downtown and Station Area;
- Green + Shaded Downtown and Station Area;
- Bicycle Network + Access Downtown and Station Area; and
- El Camino Real + East-West Connectivity.

This section also includes standards, general guidelines and sustainable practices for streetscape and public space improvements in the downtown, station area and along El Camino Real. For each improvement (e.g. Santa Cruz Avenue), the section provides a short overarching description of the improvement, the intent of the improvement, its character and specific elements, and applicable standards and guidelines. These descriptions, standards and guidelines are to be used by those making public improvements in the area, including public agencies and private property owners.

Comprehensive public space with generous pedestrian amenities (Vancouver, Canada)

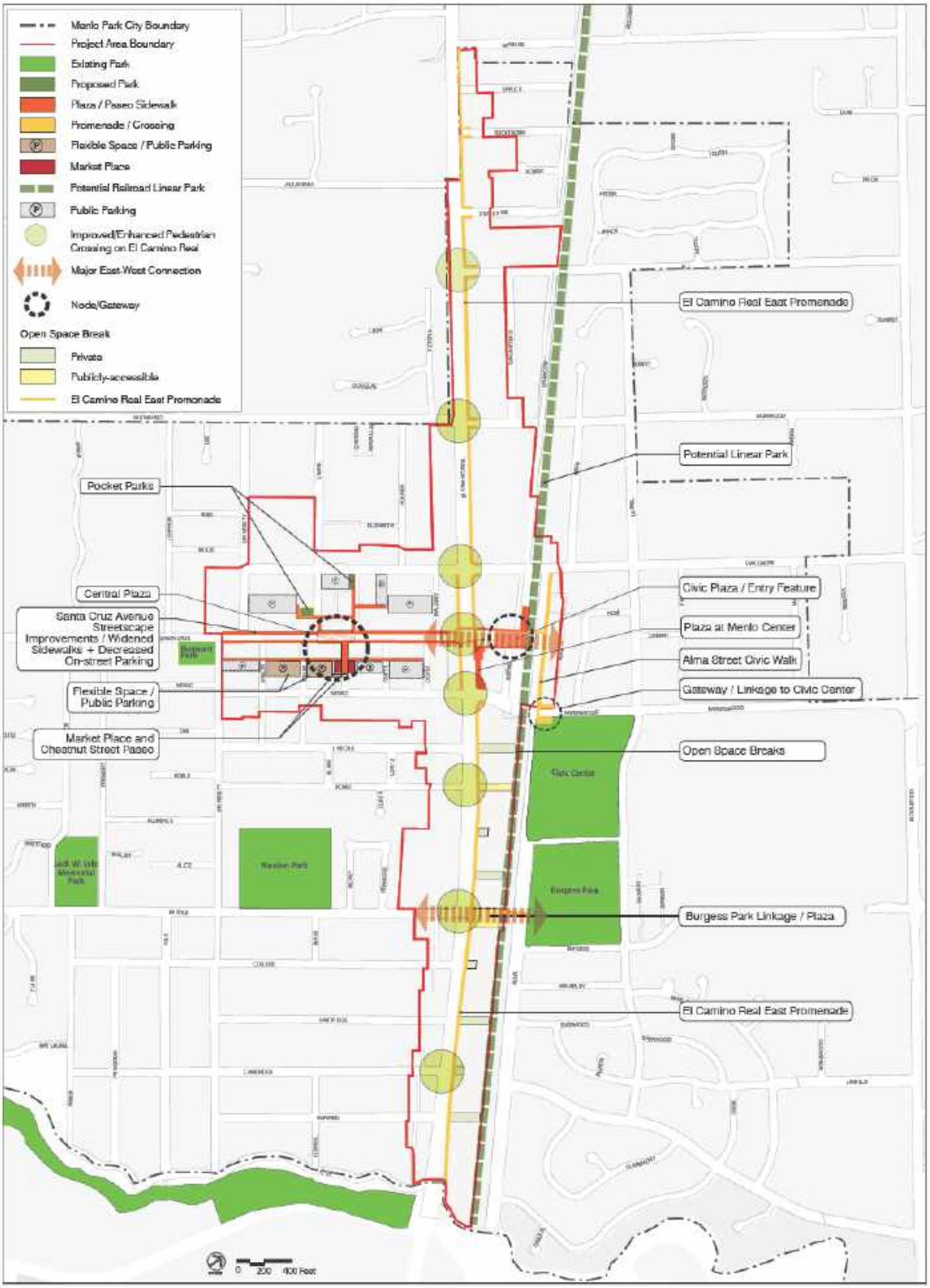


Figure D1. *Public Space Framework*

Connected + Walkable Downtown and Station Area

The Specific Plan establishes a rich, unifying and coordinated network of enhanced sidewalks, a pedestrian paseo (a public path designed for walking), plazas and parks, connecting Fremont Park to the west to the station area and Civic Center to the east (See Figure D2).

Connected and walkable downtown (San Francisco, California)

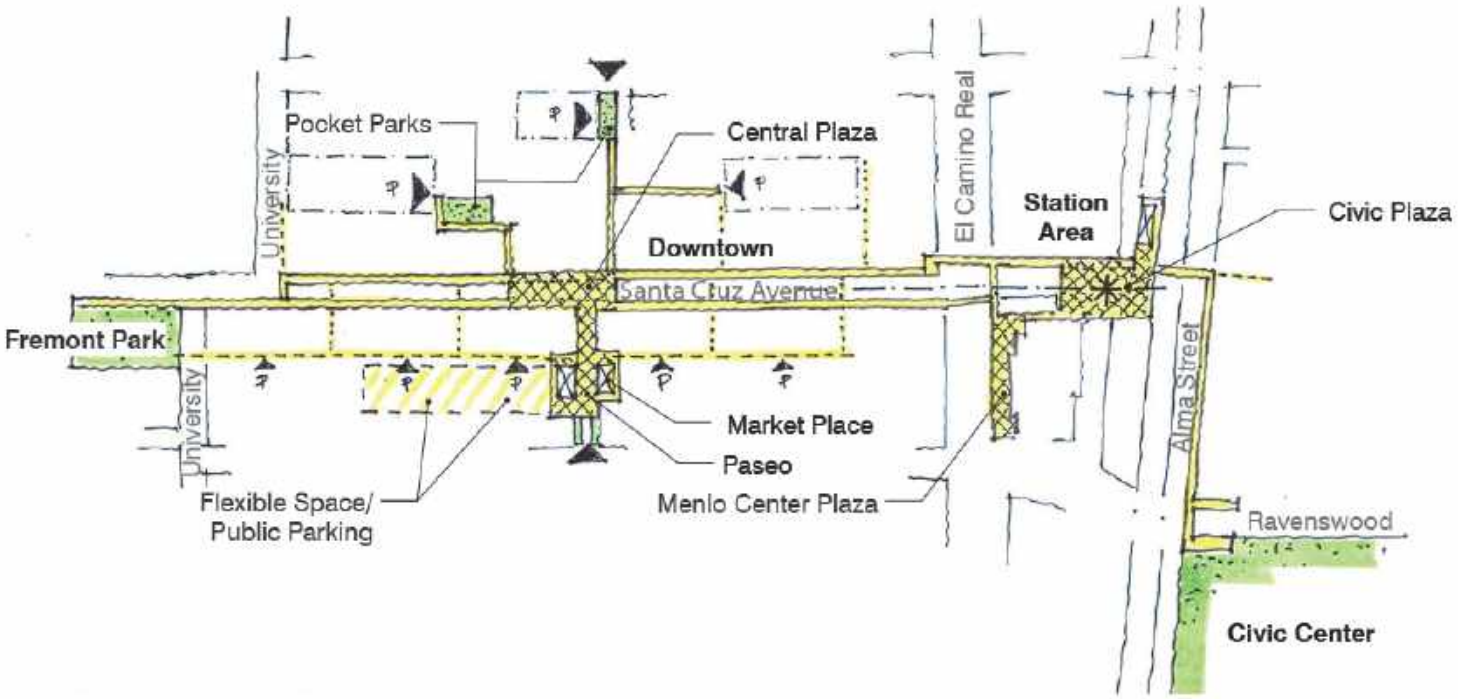


Figure D2. *Connected + Walkable Downtown and Station Area Concept*

Green + Shaded Downtown and Station Area

Green and shaded downtown (Victoria, British Columbia)

In certain areas of downtown and the station area, such as in the median of Santa Cruz Avenue, the existing tree cover is strong and mature. However, in other areas, such as side streets and parking plazas, the tree cover is inconsistent. The Specific Plan recognizes the quality of the existing tree cover and proposes to build upon it with new trees, creating substantial shaded pathways to encourage walking and completing tree canopy or shade where possible (See Figure D3).

> *"(Trees) are a traffic-calming measure, they add to the reduction of GHG emissions and they contribute to a pedestrian scale"*
>
> *- Workshop #3 Participant*

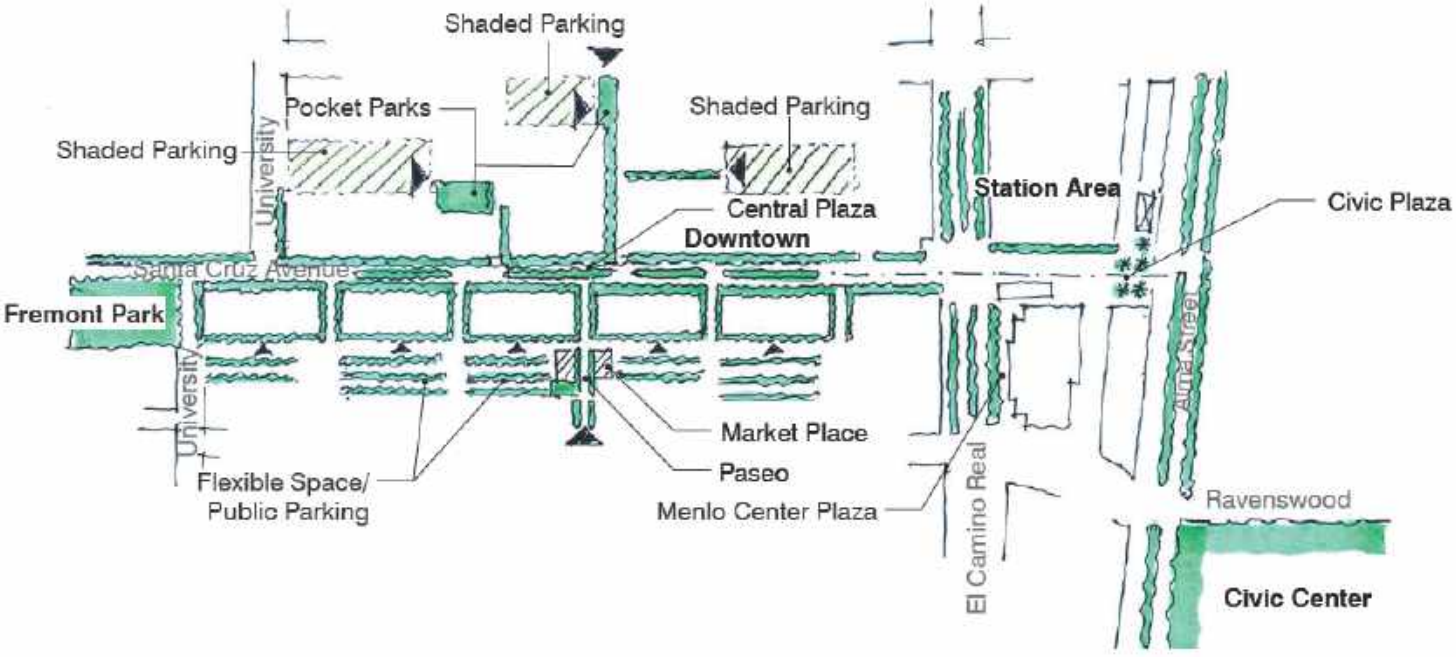


Figure D3. *Green + Shaded Downtown and Station Area Concept*

Bicycle Network + Access Downtown and Station Area

The Specific Plan builds upon, connects and expands the bicycle network outlined in the *Menlo Park Comprehensive Bicycle Development Plan, 2005*, creating a denser bicycle network in the downtown area with links to the station area and El Camino Real corridor. It proposes bicycle parking throughout downtown (See Figure D4 and Chapter F "Circulation" for more detail).

Bicycle network and access downtown

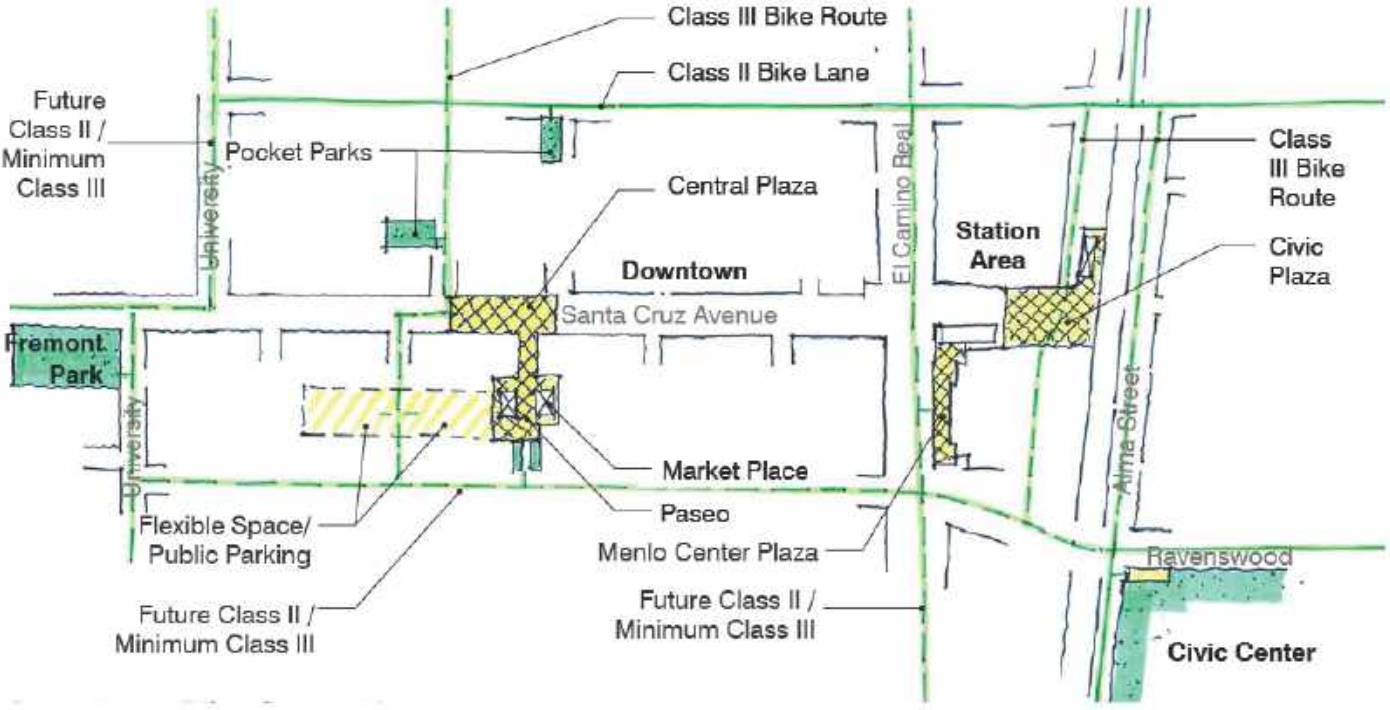


Figure D4. *Bicycle Network + Access Downtown and Station Area Concept*

El Camino Real + East-West Connections

While opportunities exist to enhance pedestrian crossings of El Camino Real along the entire corridor, the greatest opportunities for both north-south and east-west connections exist on the east side of El Camino Real south of Ravenswood Avenue, an area principally owned by three entities, including Stanford University. The Specific Plan establishes guidelines for an expansive promenade along El Camino Real and several east-west breaks, with a pedestrian/bicycle connection across the rail tracks between Middle Avenue and Burgess Park (See Figure D5). The plan also locates another prominent pedestrian/bicycle connection across the railroad tracks at the eastern terminus of Santa Cruz Avenue, connecting downtown, the station area and Civic Center with one another.

Figure D5. *El Camino Real South Concept*

D.2 DOWNTOWN

The Specific Plan establishes a comprehensive network of public spaces downtown that enhance the civic and social life of the community and support downtown businesses. Because there is no existing civic plaza or vacant public land, the Specific Plan relies on existing public rights-of-way and public parking plazas to create much-needed civic and social spaces. The plan establishes a recognizable center in downtown, a central nexus of public spaces and locus of activity -- a Central Plaza -- at the intersection of Santa Cruz Avenue and Chestnut Street. This central area, accompanied by an improved streetscape and widened sidewalks on Santa Cruz Avenue, elevates the character of downtown's "main street." In combination with enhanced pedestrian linkages, activity nodes and pocket parks, the improvements create a comprehensive, connected network of civic and social spaces.

Illustrated in Figures D6 and D7, the public space improvements in downtown consist of:

- Santa Cruz Avenue Sidewalks;
- Santa Cruz Avenue Central Plaza;
- Chestnut Paseo;
- Market Place;
- South Parking Plazas Pedestrian Link;
- Flex Space/Parking (Parking Plazas 5 and 6);
- Crane Street and Chestnut Street/Oak Grove Avenue Pocket Parks; and
- Other Street/Alley Improvements.

Figure D6. Downtown Public Space Plan with Major Public Space Improvements

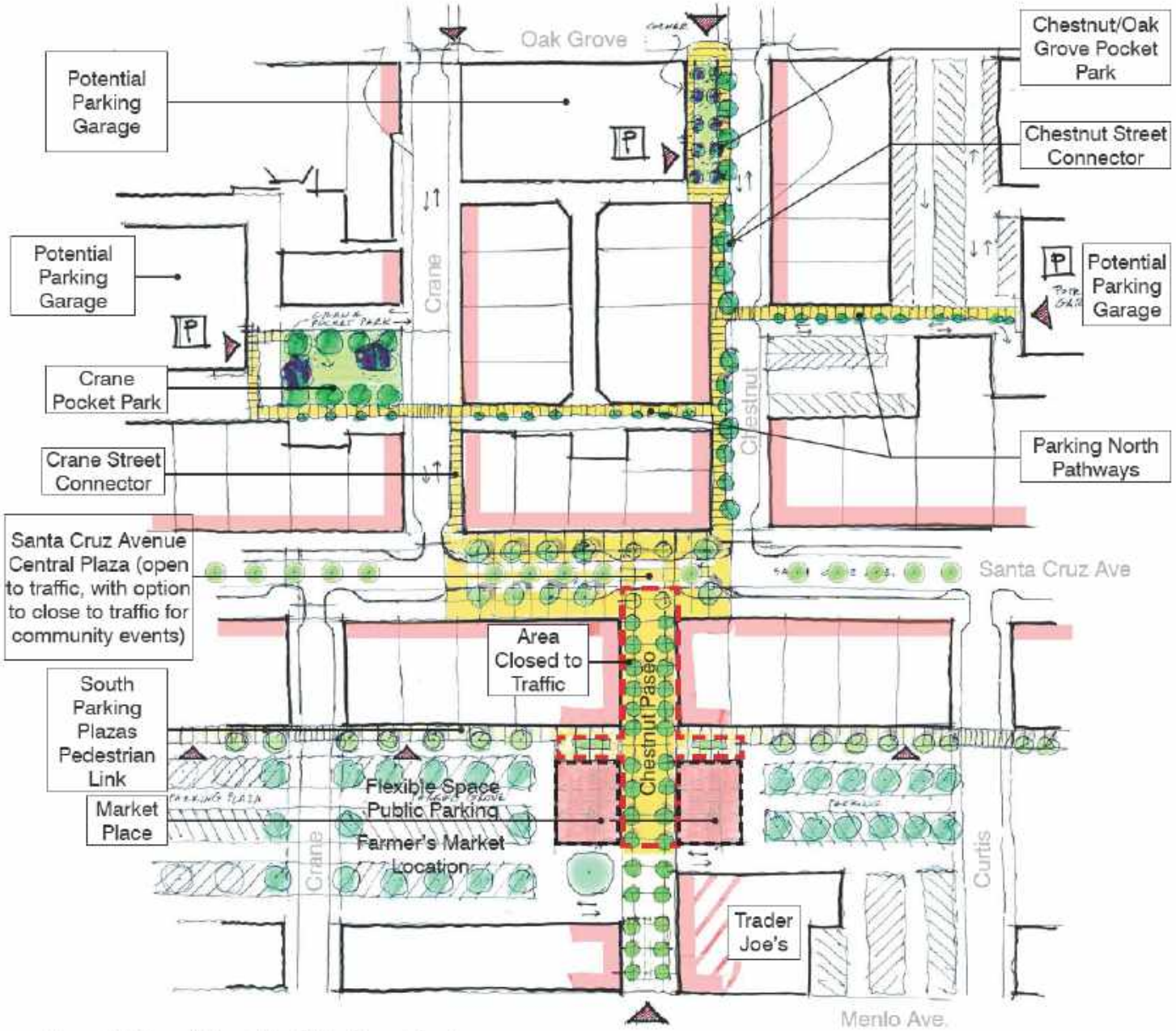


Figure D7. *Concept Plan of Key Public Spaces Downtown*

Santa Cruz Avenue Sidewalks

The Specific Plan calls for improving the pedestrian realm on Santa Cruz Avenue, increasing street activity and enhancing the image of downtown by widening sidewalks, providing ample space for informal gathering, sitting and outdoor dining and introducing new streetscape improvements. The plan establishes sidewalk functional zones, ensuring a pedestrian clear zone and more pleasant and functional sidewalks. It redistributes the right-of-way between traffic lanes, on-street parking and sidewalks in order to focus on an enhanced pedestrian experience while still accommodating vehicular circulation and on-street parking.

Existing Santa Cruz Avenue sidewalk (Menlo Park, California)

Intent

- Encourage walking and increase levels of street activity with wider, more functional sidewalks.
- Renew the image of downtown with updated streetscape elements.

Widened sidewalks providing ample space for sitting and outdoor dining (Santa Cruz, California)

Character

- Tree canopy with clear visibility to storefronts.
- Median trees retained, which are iconic features of downtown.

Improvements

- Retain existing median trees and integrate them into new streetscape design.
- Replace diagonal parking with parallel parking, and use reclaimed width to widen sidewalks.
- On the side with diagonal parking, replace the diagonal parking with parallel parking, narrow travel lane and widen sidewalk.
- On the side with parallel parking, retain parallel parking, narrow travel lane and widen sidewalk.
- Integrate street trees into on-street parking zones, particularly where sidewalks are narrowest.

“Encourage restaurants and shops to utilize sidewalks and storefronts for public space gathering, dining, resting”

- Workshop #1 Participant

“I would absolutely trade parking spaces on Santa Cruz and El Camino for well-designed parking garages with safe, pleasant pedestrian paths!”

- Workshop #1 Participant

12' wide sidewalk (Palo Alto, California)

Illustration of 19' wide sidewalk

Renewed/memorable image for downtown (San Jose, California)

> *"I like the wider sidewalks on Santa Cruz"*
>
> *- Workshop #3 Participant*

- Upgrade streetscape elements, such as benches, seating, trash receptacles, newspaper racks, paving, and street lighting.
- Implement and evaluate Santa Cruz Avenue sidewalk improvements on a trial basis, before moving forward with a permanent installation. The trial period shall be the basis for the review and consideration of a permanent installation.

Standards

D.2.01 Streetscape improvements on Santa Cruz Avenue shall retain existing median trees to the extent possible.

Guidelines

Streetscape improvements on Santa Cruz Avenue should include the following:

D.2.02 Provide widest sidewalk possible while retaining on-street parallel parking.

D.2.03 Introduce safe pedestrian crossings by using elements such as marked crossings, clear signage, supplementary lighting, and curb extensions.

D.2.04 Introduce street trees in parking zone to maximize sidewalk width, particularly in those areas where a 12 foot minimum sidewalk dimension cannot be achieved.

D.2.05 Coordinate with streetscape improvements in the station area.

D.2.06 Consider the following as criteria for streetscape furnishing selection: timeless, functional, easy maintenance, durability and sustainability.

D.2.07 Achieve safe lighting for vehicular circulation and comfortable lighting for pedestrians; consider additional decorative lighting for nightscape.

Sidewalk improvements on Santa Cruz Avenue should include the following:

D.2.08 Organize sidewalks according to best practice functional zones: frontage zone (if space allows), pedestrian thru zone, furnishings zone and curb/parking zone. Illustrated in Figure D8, each zone should accommodate a specific function.

D.2.09 Incorporate a frontage zone, if space allows. A frontage zone lies between the adjacent building and pedestrian thru zone, assuming the sidewalk dimension allows for it, and it may accommodate outdoor seating and planting.

D.2.10 Incorporate a pedestrian thru zone, which allows for unimpeded pedestrian circulation, free of all obstruction, including utility boxes and fences for outdoor dining. The pedestrian thru zone should have a minimum width of 12 feet.

D.2.11 Incorporate a furnishings zone, which provides a buffer between the pedestrian thru zone and street traffic. The furnishings zone accommodates public amenities such as street trees, street lamps, benches, bike racks, kiosks, news racks, mailboxes, transit shelters, public art, plantings, utility poles and utility boxes. In some cases, the furnishings zone is also used for outdoor seating and dining by shops, cafes and restaurants. The furnishings zone should have a minimum width dimension of 5 feet.

D.2.12 Incorporate a curb/parking zone, which is the interface between the roadway and sidewalk and accommodates vehicular parking (See Figures D9 and D10).

D.2.13 Optimize flexibility and space for outdoor seating.

D.2.14 Avoid cluttering of sidewalk with excessive or encumbering streetscape elements.

D.2.15 Preserve good visibility of retail storefronts.

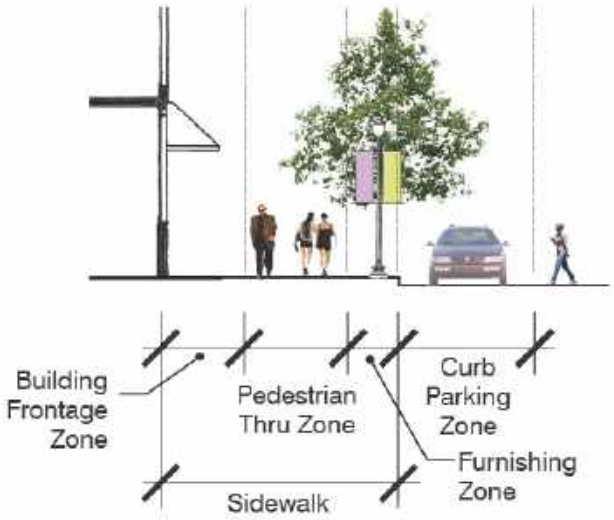


Figure D8. *Sidewalk section. The qualities of the sidewalk may vary, but all should exhibit certain characteristics, including a Furnishings Zone, Pedestrian Thru Zone, and Building Frontage Zone (where possible)*

Sidewalk organized according to best practice functional zones: building edge, pedestrian thru zone, furniture zone and curb / parking zone (San Jose, California)

Good visibility of retail storefronts (San Jose, California)

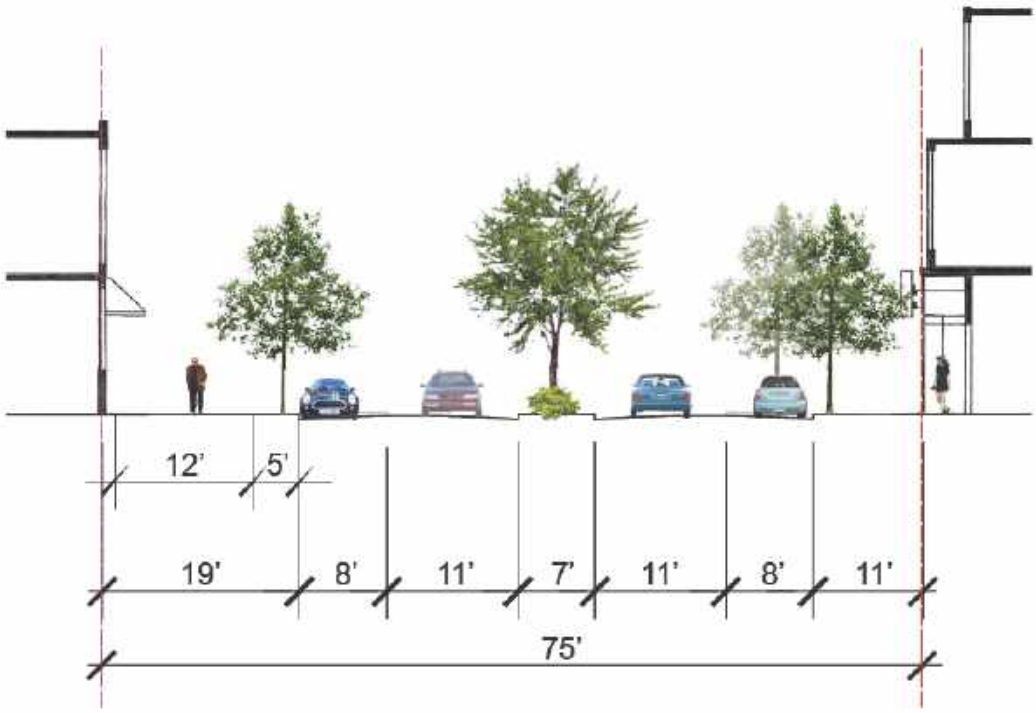


Figure D9. *Section through Santa Cruz Avenue, showing two traffic lanes with parallel parking, median trees retained, diagonal parking removed, one moderately-sized sidewalk and one wide sidewalk*

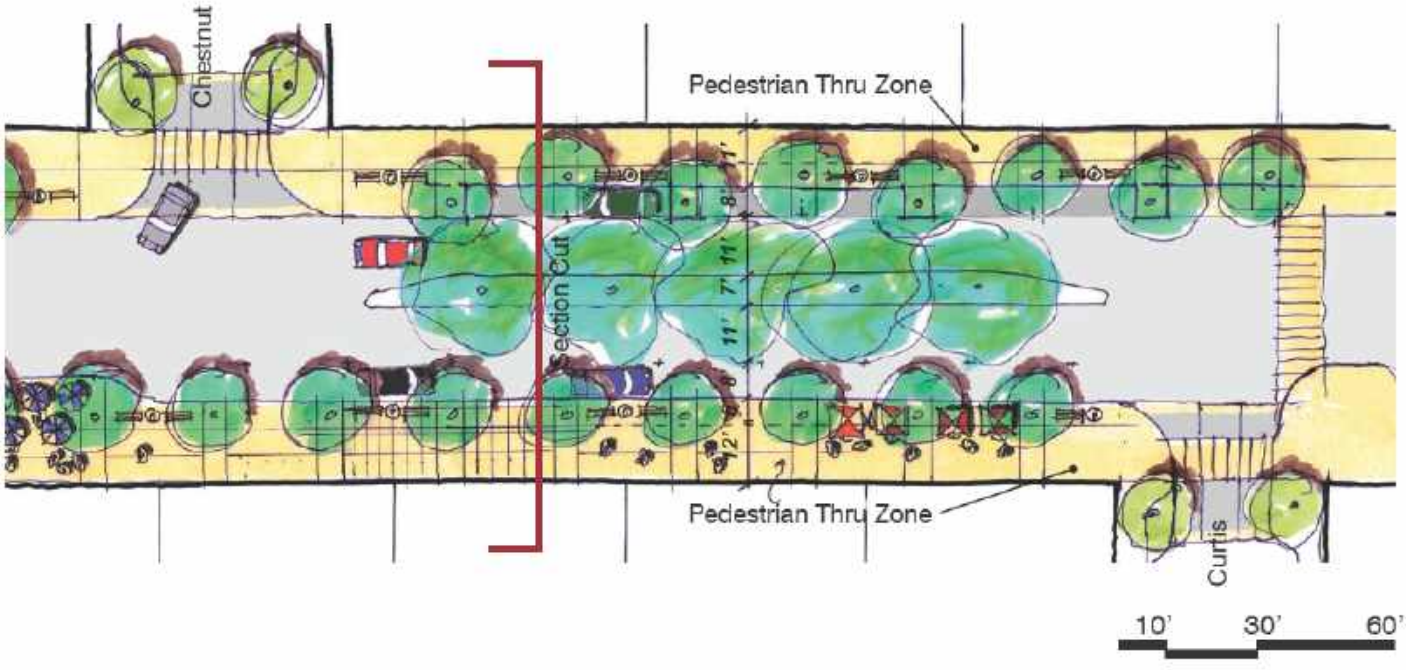


Figure D10. *Concept Plan of Santa Cruz Avenue with Major Streetscape Improvements. This plan does not feature the Central Plaza described in the next section.*

Santa Cruz Avenue Central Plaza

The Santa Cruz Avenue Central Plaza provides a central public space on Santa Cruz Avenue between Chestnut Street and Crane Street. In this area, the street remains open to traffic but on-street parking is removed, providing for wider sidewalks. The street surface is raised to be flush with the sidewalks, and a unified pavement treatment from building to building across the street creates a seamless public space. On special occasions, this portion of Santa Cruz Avenue can be closed to traffic for events or festivals (see Figures D11 and D12).

Active public plaza, a place for public gathering with ample seating (Emeryville, California)

Intent

- Provide downtown with a new, central and distinctive public plaza located in the central portion of Santa Cruz Avenue.

Character

- Plaza for public gathering and ample seating.
- Distinctive enhanced treatment.
- Flexible use with vehicular circulation or closed to traffic for special events or festivals.

No on-street parking, expansive sidewalks and flush surface (San Jose, California)

Improvements

- Create a differentiated and enhanced pedestrian-oriented treatment on Santa Cruz Avenue between Crane and Chestnut Streets.
- Eliminate on-street parking in this area to create expansive sidewalks.
- Implement and evaluate Santa Cruz Avenue Central Plaza improvements on a trial basis, before moving forward with a permanent installation. The trial period shall be the basis for the review and consideration of a permanent installation.

“Create plazas that are used for music festivals. More open space and specialty retail.”

- Workshop #1 Participant

Illustration of Santa Cruz Avenue Central Plaza

Guidelines

The design of the Santa Cruz Avenue Central Plaza should include the following:

D.2.16 Afford flexible use.

D.2.17 Allow for the area to be open or closed to traffic.

D.2.18 Provide a unifying overall treatment from building edge to building edge.

D.2.19 Consider a flush surface by raising the roadway to sidewalk level, creating a seamless, walkable space while also serving as a traffic calming device.

D.2.20 Incorporate and ensure continuity of the pedestrian thru zone as established for the length of Santa Cruz Avenue.

D.2.21 Consider incorporating additional landscaping materials within widened sidewalk areas.

D.2.22 Consider a civic art installation.

> *"Add site-specific sculptural / architectural focus elements such as a thematic water feature"*
>
> *- Workshop #3 Participant*

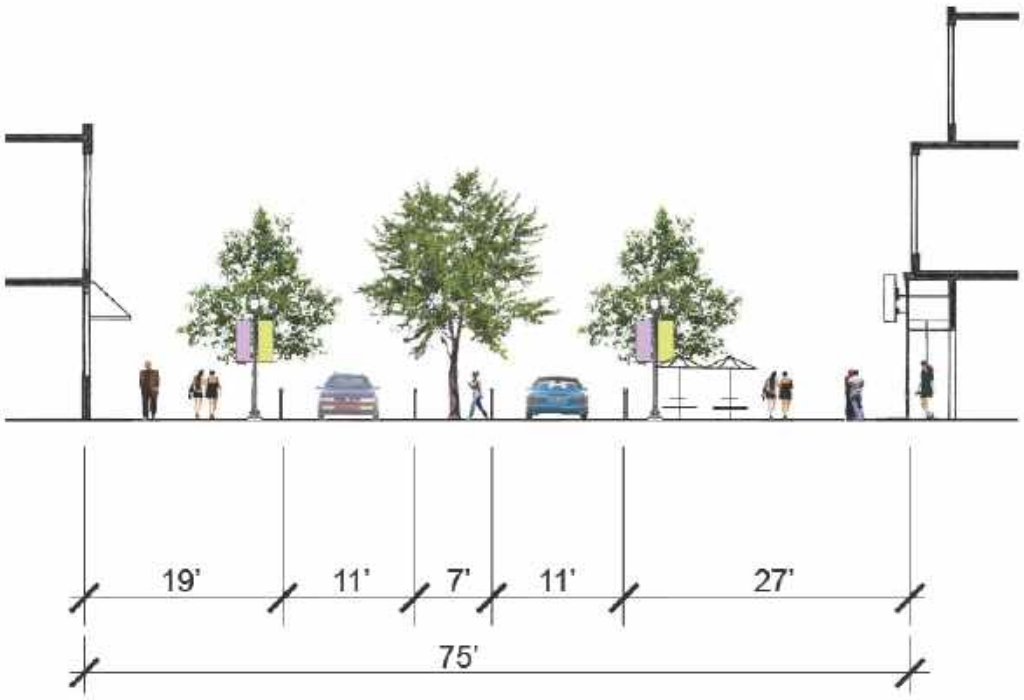


Figure D11. *Section through Santa Cruz Avenue Central Plaza with Median Trees Preserved*

Figure D12. *Concept Plan of the Santa Cruz Avenue Central Plaza*

Chestnut Paseo

The Specific Plan proposes to convert Chestnut Street south of Santa Cruz Avenue into a pedestrian paseo, extending the Santa Cruz Avenue Central Plaza experience south toward the market place and flex space/parking area (discussed below). Closed to regular traffic, the paseo provides space for temporary vendors, such as jewelry or crafts sellers, benches, additional landscaping and a flush surface for pedestrian comfort and great space functionality. The paseo works synergistically with the Farmer's Market, adjacent ground floor retail and the market place, and it offers a unique environment away from motor vehicles. The paseo remains accessible to emergency vehicles and allows access to the Parking Plazas 6 and 7, at the south end of Chestnut Street (See Figure D13).

Pedestrian-only Paseo (Paris, France)

Intent

- Create a pedestrian-only public space connecting Santa Cruz Avenue with the market place and the flex space/parking area.

Character

- Pedestrian-only street with flush surface and enhanced landscaping.

Improvements

- Close Chestnut Street to regular vehicular traffic between Santa Cruz Avenue and the south driveway of the parking plazas.
- Enhance streetscape character.
- Implement and evaluate Chestnut Paseo improvements on a trial basis, before moving forward with a permanent installation. The trial period shall be the basis for the review and consideration of a permanent installation.

Standards

D.2.23 Allow for emergency vehicular access throughout.

Guidelines

The design of the Chestnut Paseo should include the following:

D.2.24 Allow for flexible use.

D.2.25 Provide a unifying overall treatment, with enhanced paving, the width of the right-of-way.

D.2.26 Provide a flush surface by raising the roadway to sidewalk level, creating a seamless, walkable space.

D.2.27 Consider additional landscaping and a civic art installation.

D.2.28 Consider providing additional shade with permanent light tensile structure (i.e. structured, open-air, tent-like structure).

D.2.29 Coordinate treatment with Santa Cruz Avenue Central Plaza and market place.

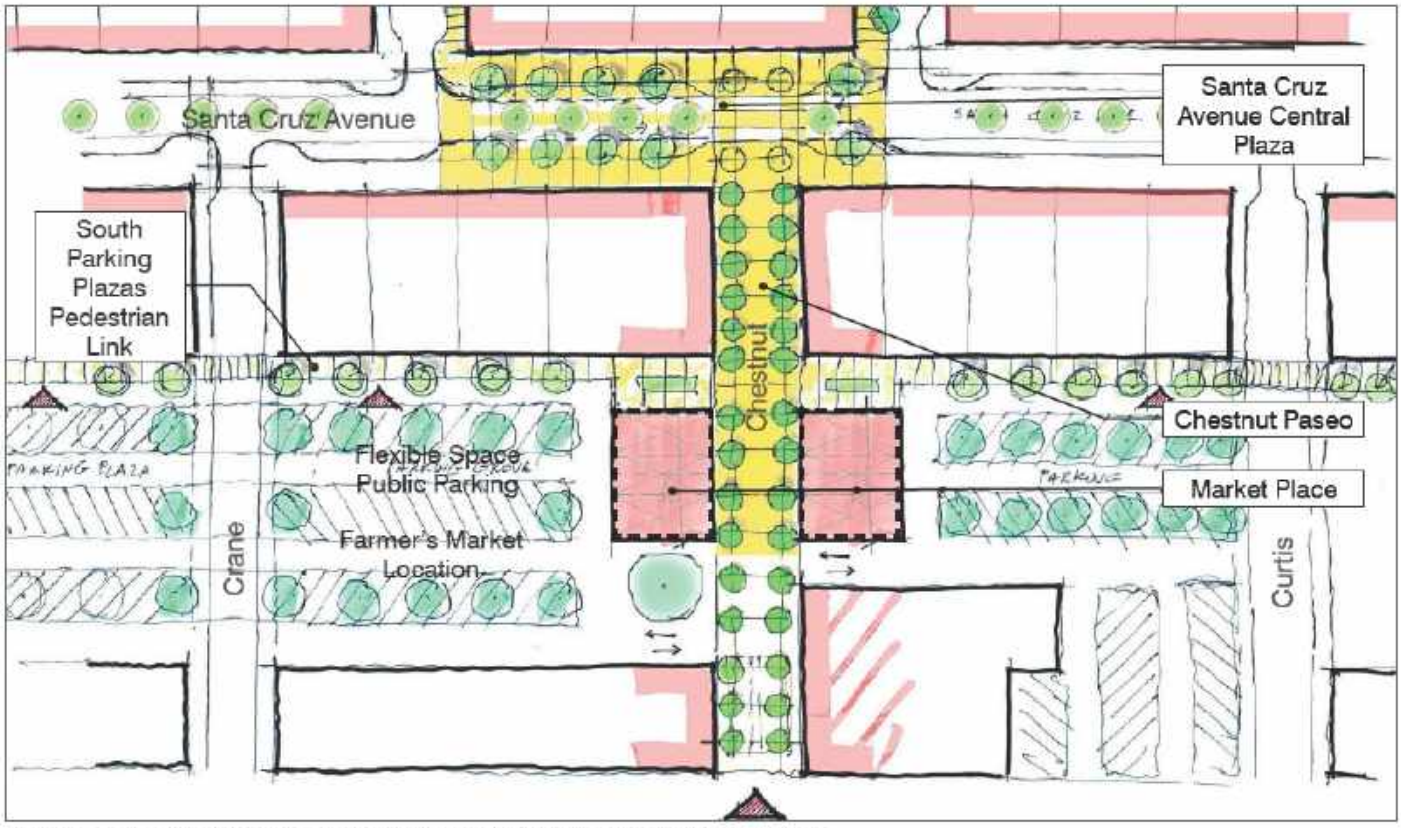


Figure D13. *Concept Plan of Santa Cruz Avenue Central Plaza and the Chestnut Paseo*

Market Place

Described in more detail in Chapter E “Land Use + Building Character”, the market place concept reinforces and activates this area as the center of downtown, in conjunction with the Central Plaza, Chestnut Paseo and flex space (described below), and increases foot traffic for downtown retailers. It complements and does not compete with the existing Sunday Farmer’s Market, and it can reinforce the Farmers Market’s identity in Menlo Park and the region. The market place can be designed with a range of uses, such as small-to-mid-sized retailers and restaurants, to be determined through a review process by the City. In particular, consideration should be given to existing Menlo Park merchants for the market place. Located at Parking Plazas 6 and 7, framing the Chestnut Paseo, the market place concept embodies a flexible idea of its physical design with multiple potential scenarios: a plaza expanding the Paseo; a pavilion structure creating a covered and shaded plaza for a portion of the Farmer’s Market or other events, such as a band shell for concerts; kiosks, or small enclosed building(s) providing permanent stalls for vendors. Such a structure or building could straddle and cover a portion of the Chestnut Paseo. Whether using structured, open-air, tent-like or other features, the market place should consider ways to provide for flexible spaces. Part of Parking Plaza 6 is currently under private ownership, so the City will need to either reach agreement with the current owner for alternate use of this space, or potentially acquire the parcel.

Local vendors in market space (Vancouver, Canada)

Outdoor market (San Francisco, California)

Street market (Portland, Oregon)

Intent

- Reinforce and activate the area as the center of downtown, in conjunction with the Central Plaza, the Chestnut Paseo and the flex space/parking area.
- Complement the existing Sunday Farmer’s Market and nearby Trader Joe’s and Draeger’s markets.

Character

- Small scale pavilions or buildings for permanent or temporary vendors or sheltered plaza related to the Farmer’s Market and flex space/parking area activities.

> *“Like to see more street fair-type vendors on weekends”*
>
> *- Workshop #3 Participant*

Public market building (Vancouver, Canada)

Heritage oak tree off Chestnut Street to be preserved (Menlo Park, California)

> *"Interested in the outside market idea, imagine that as becoming retail space of some kind, analogous to having a Sunday market but all week long"*
>
> *- Workshop #3 Participant*

Improvements

- Construct sheltered plaza and/or small scale pavilions or buildings.
- Implement and evaluate the Market Place improvements on a trial basis, before moving forward with a permanent installation. The trial period shall be the basis for the review and consideration of a permanent installation.

Standards

The design of the market place shall include the following.

D.2.30 Preserve and integrate into the concept the existing heritage oak tree.

D.2.31 Retain automobile access to and from Parking Plazas 6 and 7, toward the south end of Chestnut Street.

D.2.32 Provide clear space as needed for emergency vehicles.

Guidelines

D.2.33 Programming of the market place should contribute to the Farmer's Market identity and presence in the region.

D.2.34 The market place improvement could be a roofed structure, an enclosed building(s), an extension of the paseo or a combination of the above. It could be disconnected structures or other improvements along either side of the Chestnut Paseo, or it could potentially straddle the Paseo. The market place could have an approximate size of 4,000 square feet.

The design of the market place should include the following.

D.2.35 Be oriented to activate the Chestnut Paseo, Farmer's Market and flex space during events.

D.2.36 Consider establishing a visual landmark from Santa Cruz Avenue and the parking plazas.

D.2.37 Coordinate treatment with the Chestnut Paseo and adjacent flex space/parking area.

South Parking Plazas Pedestrian Link

Along the south sides of the buildings on Santa Cruz Avenue on the northern edge of Parking Plazas 4 through 8, a promenade provides a safe and welcoming pedestrian pathway, connecting the parking plazas with rear store entries, the market place, the Chestnut Paseo and other streets leading to Santa Cruz Avenue (See Figure D14). Such an improvement encourages people to walk downtown rather than drive and park in multiple places.

In some cases, the pedestrian promenade replaces existing parking spaces. In cases with existing diagonal or perpendicular spaces, proposed improvements include the pedestrian promenade and parallel parking in place of diagonal or perpendicular spaces. (See Chapter F "Circulation" for the quantity of spaces affected).

Pedestrian promenade (Portland, Oregon)

Intent

- Create a safe and comfortable east-west pedestrian pathway on the northern edge of Parking Plazas 4 through 8, connecting the parking plazas to rear business entrances, key public spaces and streets.

Character

- Tree-lined, well-lit promenade.

Improvements

- Establish a continuous shaded pathway on the south side of the buildings bordering south parking plazas.
- Adjust parking layout to accommodate the new pathway.

Rendering of South Parking Plazas Pedestrian Link

Guidelines

The design of the pedestrian promenade should include the following:

D.2.38 Be continuous between University Drive and Doyle Street, incorporating pedestrian crosswalks across intersected streets.

D.2.39 Incorporate a 6-foot clear minimum pedestrian thru zone.

D.2.40 Be tree-lined for shade and properly lit for pedestrian safety.

D.2.41 Coordinate style and materials with the Chestnut Paseo.

D.2.42 Consider special paving treatment, including public art inlays or other creative use of the surface as well as sustainable materials such as permeable paving.

D.2.43 Consider special treatment of trash bins, utilities, etc. to create a more pleasing environment.

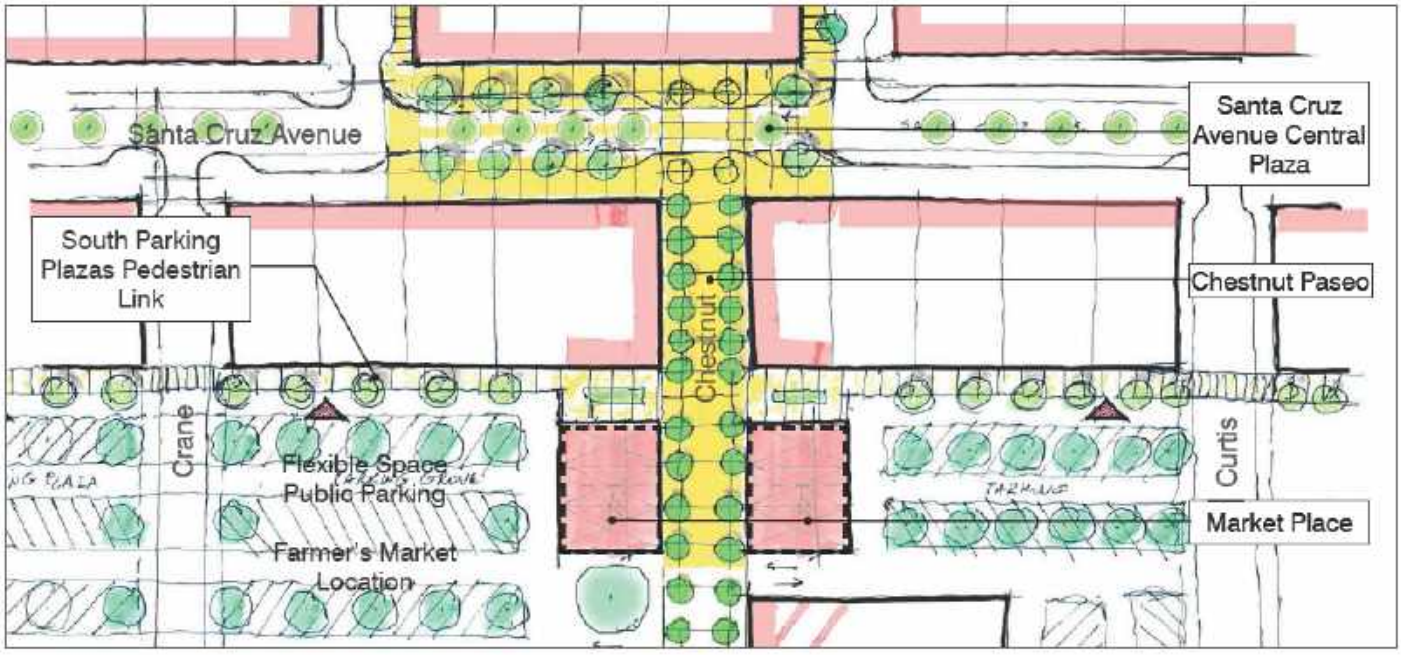


Figure D14. *Concept Plan of South Parking Plazas Pedestrian Link*

Flex Space/Parking Area (Parking Plazas 5 and 6)

Due to their size and configuration, downtown parking plazas offer opportunities for public assembly and events. They are also major paved, impervious areas that could be improved with new sustainable practices. The Specific Plan proposes modifying and improving Parking Plazas 5 and 6, two surface parking lots south of Santa Cruz Avenue and adjacent to the Chestnut Paseo and market place, to allow for more flexibility in their usage. These flexible spaces would continue to provide parking during most times, but they would also be able to stage special community events, such as festivals, movie screening and the existing Farmer's Market.

Flexible parking plaza offering opportunities for public assembly and events

Intent

- Improve treatment of Parking Plazas 5 and 6, while ensuring they continue to serve as parking lots, to create a flexible programmable space to accommodate varied types of events in downtown.

Character

- Flexible/multiuse landscaped parking plaza incorporating sustainable practices.

Improvements

- Enhance treatment of Parking Plazas 5 and 6 to create a flexible, programmable space for community events, including the Farmer's Market.
- Use sustainable design strategies.

Unique evening/nightscape experience (Baltimore, Maryland)

Sustainable design of parking lot using permeable surfaces (Baltimore, Maryland)

Parking plaza designed according to sustainable practices such as augmenting the permeability of surfaces, mitigating heat island effect and producing renewable energy (Malmo, Sweden)

Guidelines

The design for improvements to Parking Plazas 5 and 6 should include the following:

D.2.44 Optimize layout and functionality, including integration of the portion of Crane Street between the parking plazas and the pedestrian promenade on the northern edge of the parking plazas.

D.2.45 Preserve existing trees to the extent possible.

D.2.46 Provide the same number of parking spaces (or more) as exist today to the extent possible.

D.2.47 Consider opportunities for sustainable practices such as augmenting the permeability of surfaces, mitigating the heat island effect and producing renewable energy.

D.2.48 Consider creative lighting of the space, such as in-ground lights, to create identity and unique evening/ nightscape experience.

Crane Street and Chestnut Street/Oak Grove Avenue Pocket Parks

Two pocket parks serve as an alternate destination for pedestrians, both local residents and downtown shoppers. They extend the palette of downtown public spaces with two intimate small green open spaces for respite and gathering. Their locations function as small gateways to downtown from the north side parking areas and streets.

Smaller, more intimate open spaces (Palo Alto, California)

Intent

- Provide smaller, more intimate open spaces north of Santa Cruz Avenue as part of downtown's public space network.

Character

- Green and shaded, predominantly softscape, seating areas.

Green and shaded (softscape) seating areas (Boston, Massachusetts)

Improvements

- Provide two small parks north of Santa Cruz Avenue: one on Crane Street and one at the corner of Chestnut Street and Oak Grove Avenue.
- Implement and evaluate Pocket Park improvements on a trial basis, before moving forward with a permanent installation. The trial period shall be the basis for the review and consideration of a permanent installation.

Guidelines

The design of the pocket parks should include the following.

D.2.49 Convey a 'soft' character with ample use of softscape materials (e.g., grass and planting).

D.2.50 Provide shade and seating.

D.2.51 Consider use of seasonal plant materials and public art installation.

D.2.52 Emphasize safety and comfort for all users.

Enhanced and welcoming connections for parking north pathways (Mountain View, California)

Clear and comfortable connections from street to pocket parks (San Luis Obispo, California)

Wide, tree-lined pathways/sidewalks connecting facilities (Portland, Oregon)

Other Street / Alley Improvements

On the north side of Santa Cruz Avenue, the Specific Plan calls for enhanced and welcoming connections between the proposed parking garages, pocket parks, Santa Cruz Avenue and the Santa Cruz Avenue Central Plaza. These improvements consist of the Chestnut Street connector, Crane Street connector and parking north pathways.

Intent

- Provide clear and comfortable connections from the proposed parking garages and pocket parks on the north side of downtown to Santa Cruz Avenue and the Central Plaza.

Character

- Tree-lined pathways/sidewalks.

Improvements

- Widen and enhance the Chestnut Street west sidewalk and the Crane Street east sidewalk leading to the pocket parks.
- Enhance the pathways and crosswalks connecting the proposed parking garages to the Chestnut Street and Crane Street connectors.

Guidelines

The design of the pedestrian connectors should include the following:

D.2.53 Incorporate an 8-foot clear pedestrian zone.

D.2.54 Be tree-lined for shade and properly lit for pedestrian safety.

D.2.55 Provide safe crosswalks on Chestnut and Crane Streets for continuity of the network of connections.

D.2.56 Include way-finding signage.

D.2.57 Coordinate treatment with pocket parks and overall streetscape palette for Santa Cruz Avenue.

D.3 STATION AREA

The Specific Plan focuses on improving the Caltrain Station area as a major arrival and departure point within Menlo Park. The plan establishes a central Civic Plaza at the intersection of the east end of Santa Cruz Avenue and the Caltrain Station as a unifying public space that organizes surrounding spaces and pedestrian and vehicular traffic. Other major public improvements in this area include Menlo Center Plaza, Alma Street Civic Walk and Ravenswood Gateway, all of which support the centrality of the Civic Plaza and create stronger connections to the plaza and downtown.

One significant unknown is the future configuration of the proposed high speed rail line (HSR) within the Caltrain right-of-way. The Specific Plan's public space concept for the station area is meant to be flexible, accommodating any rail configuration, either below-grade, at grade, or elevated.

Illustrated in Figure D15, the public space improvements in the station area consist of:

- Civic Plaza;
- Menlo Center Plaza;
- Alma Street Civic Walk;
- Ravenswood Gateway; and
- Railroad Tracks/High Speed Rail Open Space.

Central Civic Plaza used to organize surrounding spaces and pedestrian and vehicular traffic (Los Angeles, California)

Figure D15. *Concept Plan of Station Area*

Civic Plaza + Santa Cruz Avenue

At the eastern end of Santa Cruz Avenue, the Civic Plaza celebrates the arrival to the City at the Caltrain station. It serves multiple purposes -- as a landmark space and gateway to downtown and Menlo Park, a pick-up and drop-off locale for motorists and transit users and a civic public space integrating the historic train station and enhanced pedestrian linkages and plazas to downtown, Menlo Center and Civic Center.

Landmark civic space (Portland, Oregon)

Intent

- Create an improved arrival/departure transit plaza for the station and iconic civic plaza for downtown.

Character

- Landmark civic space that celebrates the station and Santa Cruz Avenue arrival.

Improvements

- Implement streetscape improvements that celebrate the station area and sense of arrival.
- Provide enhanced connections to the eastern neighborhoods and Civic Center across the railroad tracks, via a grade-separated connection, and to Menlo Center plaza.
- Install iconic trees, such as native oak trees, maples, sycamores, or redwoods, that are differentiated from the surrounding landscape, including El Camino Real and Santa Cruz Avenue, and create a unique sense of civic space.
- Improve Santa Cruz Avenue northern sidewalk for greater connection to El Camino Real and downtown.
- Improve Merrill Street sidewalk for greater connection to Oak Grove Avenue.
- Provide enhanced connections and integrate with Menlo Center.

Standards

The design of the Civic Plaza shall include the following:

D.3.01 Preserve and highlight the existing historic train station building.

D.3.02 Accommodate bus turning and drop-off/pick-up of passengers.

Guidelines

The design of the Civic Plaza should include the following:

D.3.03 Provide a unifying treatment across the Plaza.

D.3.04 Allow for integrated vehicular circulation through the space.

D.3.05 Organize the plaza around, and integrate into its overall design, a central civic feature such as a fountain or sculpture; the major element should be located in a way that optimizes visibility from downtown, in particular from Santa Cruz Avenue.

D.3.06 Consider use of iconic trees to create a unique sense of civic space, such as native oak trees, maples, sycamores, or redwoods, that are distinctive from general surrounding landscaping but already featured at the station.

D.3.07 Incorporate lighting fixtures and decorative lighting to create a memorable space.

D.3.08 Accommodate various connection options across the Caltrain right-of-way depending on the final configuration of the high-speed rail line.

D.3.09 Provide 15 foot tree-lined sidewalk on the northern side of Santa Cruz Avenue, coordinated with improved sidewalks for the main part of the avenue downtown.

D.3.10 Optimize the interface with Menlo Center and connection to its plaza.

D.3.11 Improve the pedestrian linkage to Oak Grove Avenue.

Menlo Center Plaza

The Specific Plan proposes improvements to Menlo Center Plaza that make the plaza more functional as a civic space, integrate the plaza more fully with El Camino Real and create stronger connections to the Civic Plaza and Civic Center. The Specific Plan recognizes that these proposals are for improvements on private property, and that the City can exercise only limited influence in this area.

Existing Menlo Center (Menlo Park, California)

Intent

- Improve treatment of Menlo Center Plaza and its connections with the station Civic Plaza and the Civic Center, and emphasize the presence of Menlo Center Plaza on El Camino Real.

Character

- Paved gathering space with seating and dining areas, shaded and tree-lined.

Existing Menlo Center (Menlo Park,, California)

Improvements

- Enhance connection to the Civic Plaza.
- Enhance connections to the Civic Center via south of Menlo Center Plaza and Ravenswood Street edge.
- Provide for visual access to the plaza from El Camino Real.

Guidelines

Enhancements to the Menlo Center Plaza should include the following:

D.3.12 Coordinate with enhancements to El Camino Real streetscape and Civic Plaza.

D.3.13 Include benches or other seating furniture.

D.3.14 Provide a direct connection with the station Civic Plaza.

Alma Street Civic Walk

Part of the overall east-west pedestrian linkage network, the Alma Street Civic Walk provides an improved connection from the Station Area to the Civic Center. The Civic Walk enhances the pedestrian environment and walkability along the eastern side of Alma Street to the corner of the public library. By providing a stronger link to the active Civic Center, the Civic Walk helps increase the vitality of the station area and downtown.

Intent

- Create a comfortable and inviting pedestrian connection from the station area to the Civic Center, thereby enhancing the connection between the Civic Center and downtown.

Character

- Pedestrian-oriented, tree-lined, and safely-lit sidewalk.

Improvements

- Optimize Alma Street right-of-way width, with parking layout and lane distribution, to create a wider enhanced sidewalk on the east side.
- Create a safe pedestrian crossing from the Civic Walk to the train station, and extend Civic Walk across Ravenswood Avenue with an improved and safe pedestrian crossing.
- Enhance sidewalk by making it tree-lined.
- Provide ample shade and tree line to create a comfortable pedestrian environment.

Guidelines

The design of the Alma Street Civic Walk should include the following:

D.3.15 Take into consideration the final configuration of the proposed high speed rail.

D.3.16 Provide a 15 foot minimum tree-lined sidewalk on the east side of Alma Street between the station area and Ravenswood Avenue, with an 8 foot wide minimum pedestrian thru zone

D.3.17 Be safely lit to reinforce the pedestrian experience.

D.3.18 Coordinate with other improvements in the station area, creating a greater sense of connectivity and continuity.

D.3.19 Provide a safe pedestrian crosswalk between Civic Walk and the train station/Civic Plaza, depending on the final configuration of the proposed high speed rail and consistent with the guidelines for the Civic Plaza.

D.3.20 Incorporate a safe and upgraded pedestrian crossing at Ravenswood Avenue. Potential crossing improvements are discussed in more detail in section F.3.

D.3.21 Include pedestrian way-finding signage.

D.3.22 Preserve to the extent feasible heritage and other significant trees.

Ravenswood Gateway

The Specific Plan recognizes the intersection of Ravenswood Avenue and Alma Street as an opportunity to create a sense of gateway into downtown and the Menlo Park Civic Center and Public Library area. Streetscape improvements at the Ravenswood Gateway establish a connection between the Civic Center and the Station Area. The improvements also focus on providing better definition of the southeast corner of the intersection as an identifiable entrance and “front door” to the Library and Civic Center (See Figure D16).

Civic gateway with landmark signage and streetscape and landscape improvements (Redwood City, California)

Intent

- Create a sense of gateway to Civic Center and downtown at the Alma/Ravenswood intersection.

Character

- Streetscape and landscape civic character that relates to the station’s Civic Plaza.

Improvements

- Provide streetscape and landscape improvements at the northeast and southeast corners of Alma/ Ravenswood intersection to create a sense of civic gateway.
- Provide a wider and safe pedestrian crossing coordinated with the Alma Street Civic Walk.
- Install a landmark sign (distinct from way-finding signage) or art element.

Guidelines

The design of the Ravenswood Gateway should include the following:

D.3.23 Coordinate streetscape and landscape design improvements with Alma Street Civic Walk and station Civic Plaza.

D.3.24 Coordinate crossing treatment with Alma Street Civic Walk.

D.3.25 Consider use of iconic trees to create a unique sense of civic space, such as native oak trees, maples, sycamores or redwoods, that are distinctive from the general surrounding landscaping but are already featured in the area.

D.3.26 Integrate lighting to achieve gateway and civic character.

D.3.27 Include a landmark sign or art element.

D.3.28 Include pedestrian way-finding signage.

Figure D16. *Concept Plan of Ravenswood Gateway*

Railroad Tracks/High Speed Rail Open Space

The Specific Plan recognizes that the existing railroad track configuration will change if and when high speed rail service between southern California and San Francisco is implemented. The Specific Plan's proposed improvements apply regardless of the final track configuration. However, the improvements' final design will depend on the final configuration of the high speed rail alignment, particularly for those elements closest to the tracks. It is assumed that high speed rail will generally fall within and follow the existing Caltrain right-of-way. Expansions of the right-of-way could be required, particularly in the Station Area, as well as between Glenwood Avenue and Oak Grove Avenue, where the current right-of-way is narrowest.

At this time, three rail track configurations for high speed rail are under consideration: locating the train tracks underground, elevating the railroad tracks, or keeping the tracks at grade and lowering the cross streets. All three configurations achieve a fundamental requirement that the tracks be grade-separated and completely separate from other trains and all other modes of transit (i.e. vehicular, bicycle and pedestrian). Under the current proposal, high speed rail will not stop at Menlo Park. However, Caltrain will continue to provide commuter rail service to Menlo Park. If high speed rail is placed in a tunnel, it is unclear at this time if Caltrain would also be placed in a tunnel, remain at-grade or have some other configuration.

Guidelines

D.3.29 If high speed rail is placed underground, the City should encourage a final configuration that includes Caltrain tracks. Such a configuration should be capped, with the roof of the tunnel able to accommodate public use, such as a linear park, at-grade.

D.3.30 If high speed rail is placed underground as described above, a linear public park, accommodating pedestrians and bicyclists, should be considered for placement above ground as well as other appropriate commercial uses.

D.3.31 If high speed rail is elevated, the City should encourage a final configuration that includes Caltrain tracks. With such a configuration, the City should encourage a structure that provides maximum "porosity" with maximum visual and/or physical access underneath (e.g. elevated Bart tracks in the East Bay). The tracks should be elevated enough to allow for at-grade passage underneath for vehicles, bicyclists and pedestrians. An earthen embankment or stark walls should be avoided. Wherever possible, an elevated configuration should incorporate landscaping to soften the visual impact.

D.3.32 If high speed rail is elevated as described above, the City should consider maximizing east-west pedestrian and bicycle connections underneath, in addition to those in the Specific Plan, where appropriate. The spaces should be safe and welcoming.

D.4 EL CAMINO REAL

El Camino Real is a major arterial roadway extending through the downtown area and connecting Menlo Park to surrounding cities. The Specific Plan proposes enhancements that strengthen the image of the street and create a continuous and unified experience while recognizing the distinct areas that the corridor passes through. The improvements also create strong east-west linkages with surrounding areas and districts. The proposed enhancements are consistent with the *Grand Boulevard Initiative's Multi-Modal Strategy & Context-Sensitive Design Guidelines*.

The public space improvements for El Camino Real consist of North-South Walkability and East-West Connectivity.

North-South Walkability

The Specific Plan proposes streetscape improvements on El Camino Real that help unify the street experience by using a common language of trees, paving materials and lighting elements. It provides a pedestrian promenade on the eastern side of the street.

The existing dimensions of the street and the need to serve as an arterial roadway create constraints on widening sidewalks in the area. Pedestrian improvements to the portions of El Camino Real north of Oak Grove Avenue and south of Menlo/Ravenswood Avenues are achieved, in part, within setback areas as adjacent development occurs. Under these circumstances, the greatest opportunity for an expansive pedestrian promenade is on the eastern side of El Camino Real between Ravenswood Avenue and the Palo Alto city limits, an area controlled primarily by three property owners, including Stanford University (see Chapter E "Land Use + Building Character" for more detail).

Figures D17, D18 and D19 illustrate proposed typical improvements for El Camino Real for portions north of downtown, in the downtown area and south of downtown, respectively.

It is important to note that street sections for El Camino Real north of downtown (Figure D17) and within downtown (Figure F18) have four travel lanes rather than six travel lanes as shown south of downtown (Figure D19). While the curb-to-curb width north of downtown and within downtown could accommodate a change to six travel lanes by removing on-street parking (approximately 40 spaces), the Specific Plan proposes a four-lane street section in these areas rather than six-lanes for a number of reasons. With six lanes, only slight improvements in traffic/intersection operations would be realized as the added lanes would be created by converting right-turn lanes, not by adding new lanes. In addition, parking removal decreases the pedestrian and retail environment. Building setbacks would need to be increased substantially to provide sufficient sidewalk width to buffer pedestrians from moving traffic. Further setbacks would be needed to accommodate bicycle lanes.

Intent

- Encourage walking and pedestrian activity along El Camino Real with improved walkability and comfort.

Character

- Tree-lined, pedestrian-oriented, paved, and safely lit sidewalks.

Improvements

- Use building setbacks as needed to create wider sidewalks (private development-related improvements).
- Enhance sidewalks with consistent paving, street trees and street furnishings.

Guidelines

The design of the sidewalks along El Camino Real, whether within the El Camino Real corridor or within adjacent setback areas, should include the following:

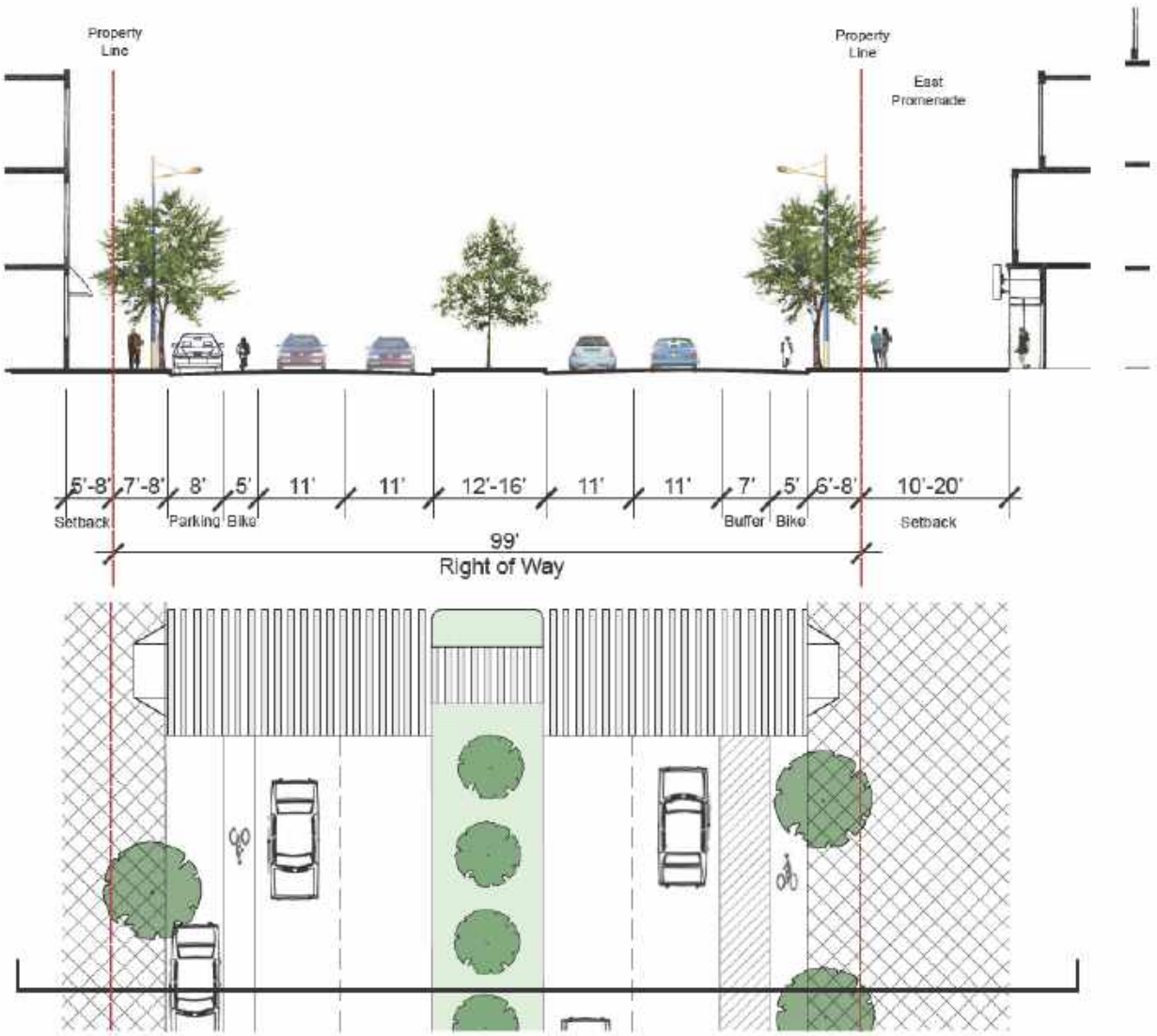
D.4.01 Take into consideration recommended criteria of the Grand Boulevard Initiative's *Multi-Modal Access Strategy & Context-Sensitive Design Guidelines*.

D.4.02 Be 15 feet wide, at a minimum, on the east side of El Camino Real, inclusive of a 10-foot-wide clear pedestrian thru-zone, north of Oak Grove Avenue and south of Menlo Avenue.

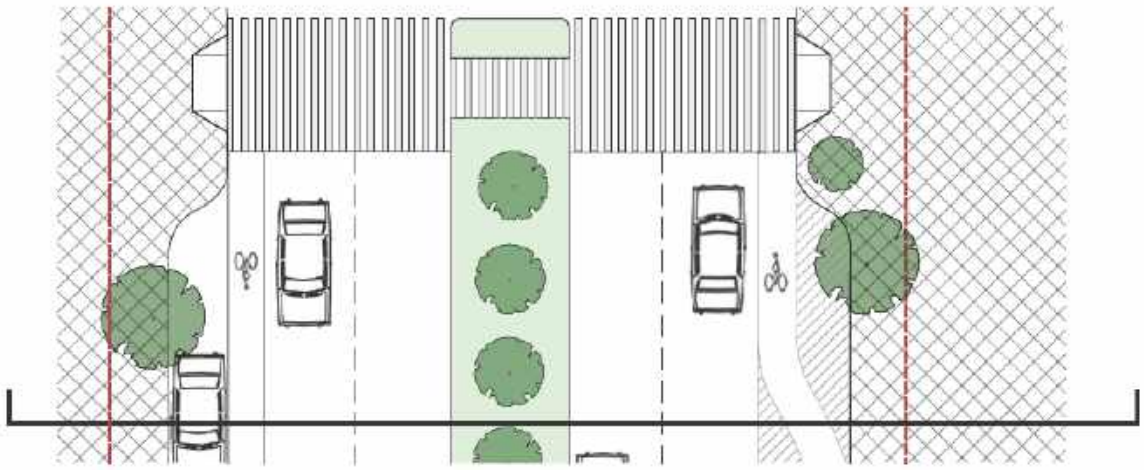
D.4.03 Be 12 feet wide, at a minimum, on the east of El Camino Real, inclusive of an 8-foot-wide clear pedestrian thru-zone, in the downtown area between Oak Grove Avenue and Menlo Avenue.

D.4.04 Be 12 feet wide, at a minimum, on the west side of El Camino Real, inclusive of an 8-foot-wide clear pedestrian thru-zone.

D.4.05 Incorporate a coordinated set of streetscape improvements, including street trees, paving and lighting.

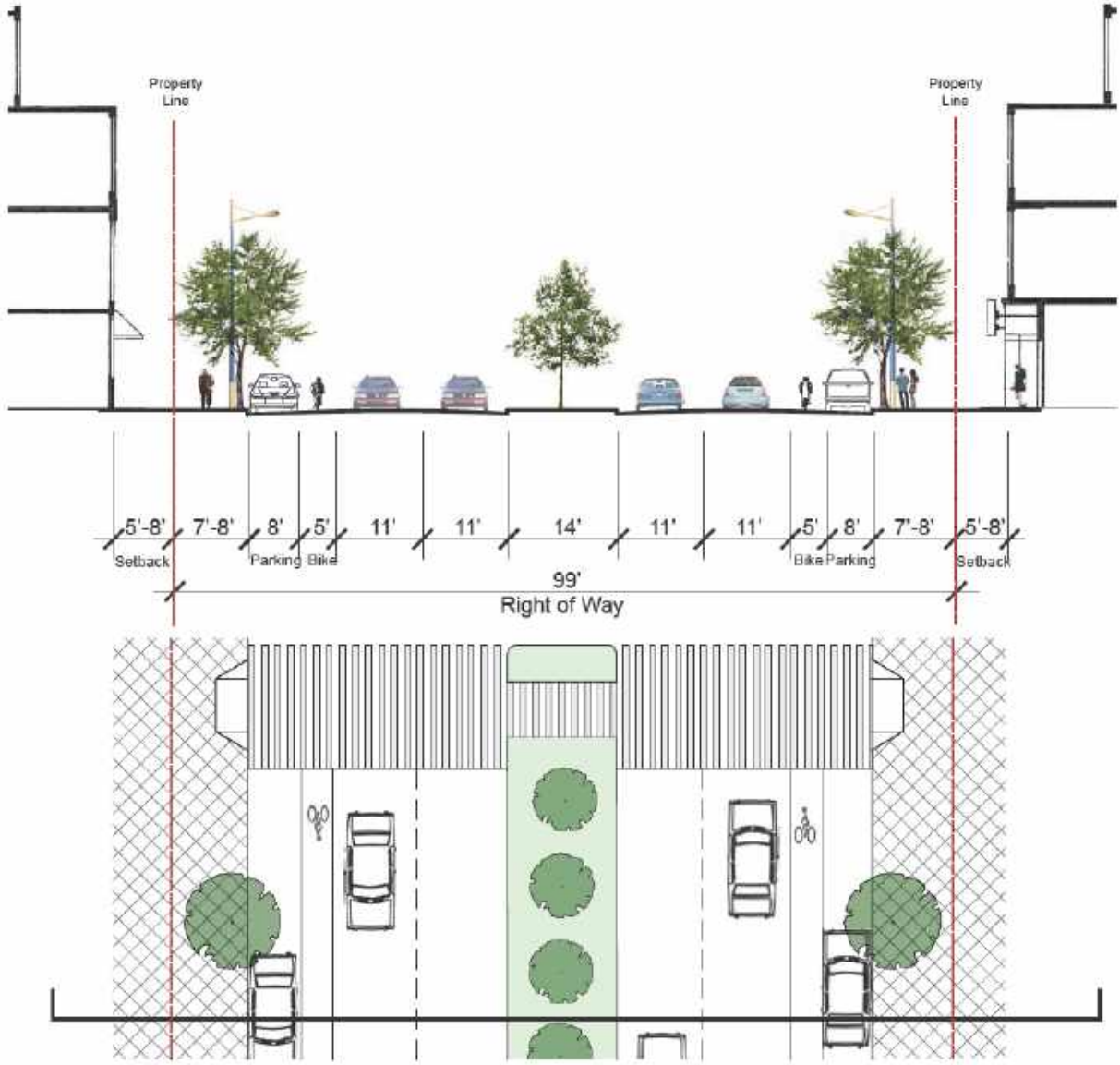


Section and plan without sidewalk extension (i.e. bulb-outs) at intersection

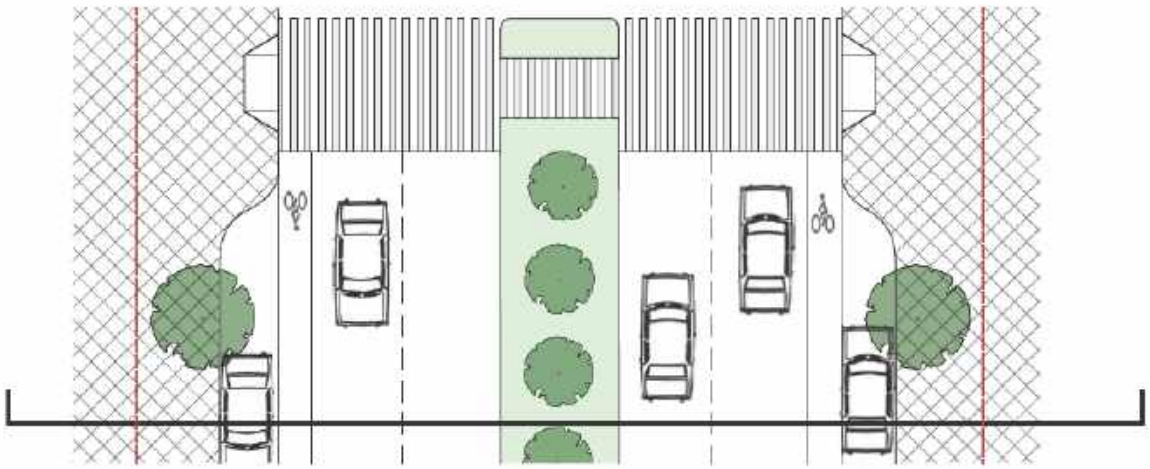


Alternative plan with sidewalk extension (i.e. bulb-outs) at intersection

Figure D17. *Typical Section/Plan at El Camino Real North between Valparaiso Avenue and Oak Grove Avenue*

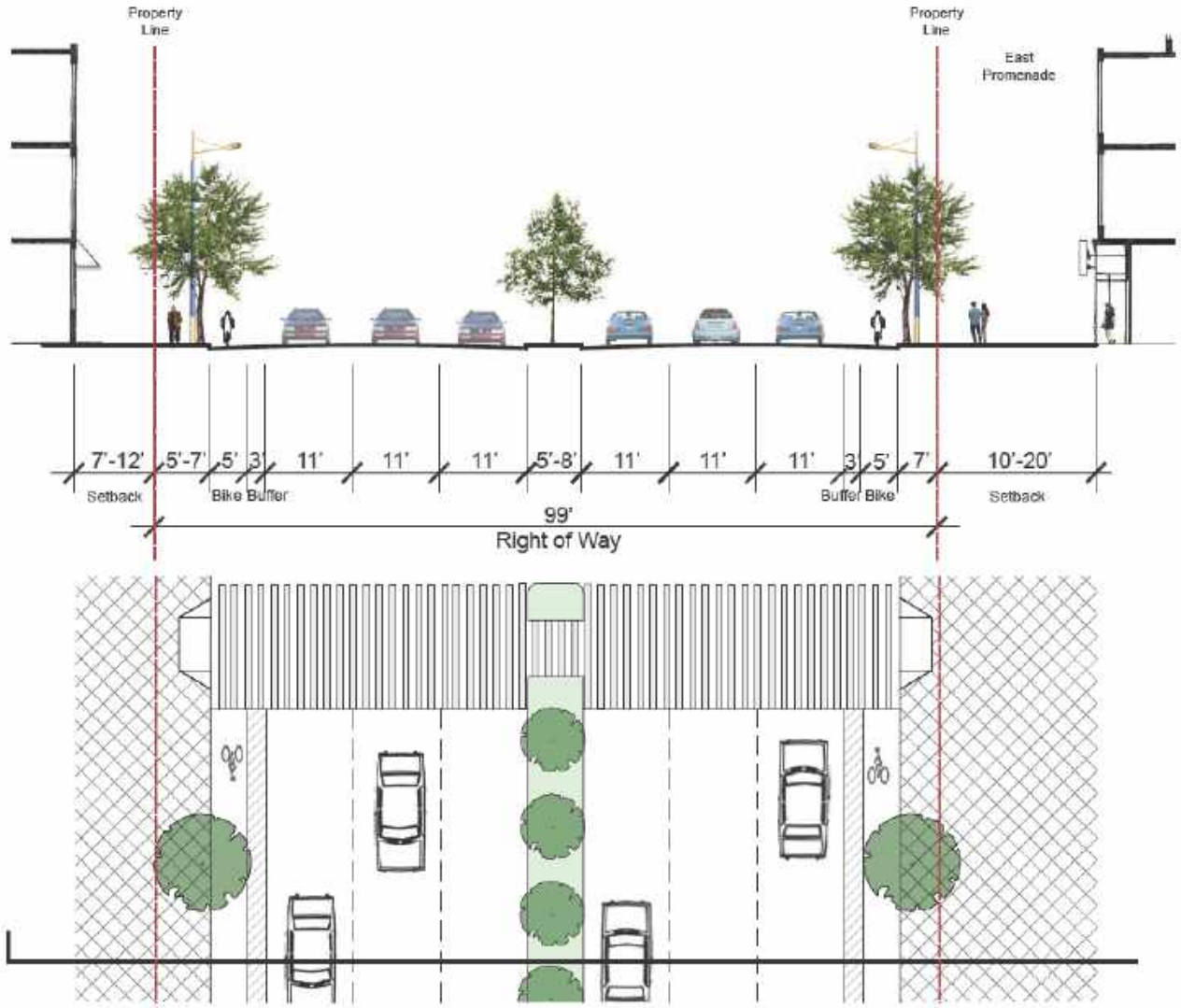


Section and plan without sidewalk extension (i.e. bulb-outs) at intersection

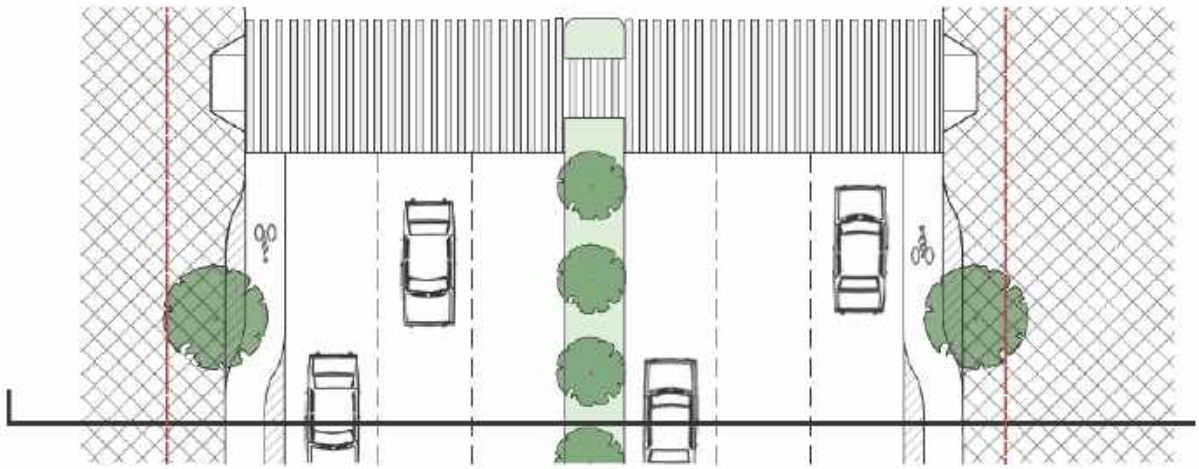


Alternative plan with sidewalk extension (i.e. bulb-outs) at intersection

Figure D18. *Typical Section/Plan at El Camino Real Downtown between Oak Grove Avenue and Menlo Avenue*



Section and plan without sidewalk extension (i.e. bulb-outs) at intersection



Alternative plan with sidewalk extension (i.e. bulb-outs) at intersection

Figure D19. *Typical Section/Plan at El Camino Real south of Roble Avenue*

East-West Connectivity

El Camino Real, in addition to the Caltrain railroad tracks, is both a real and perceived barrier between the east and west sides of town, including downtown and the station area. Long crossing distances make traversing the street on foot inconvenient. The Specific Plan recognizes key intersections along El Camino Real and improves crossing conditions at these locations. In addition, the plan proposes two potential pedestrian/bicycle grade-separated crossings of the railroad tracks: one at the terminus of Santa Cruz Avenue in the station area (discussed in Section D.3 “Station Area”) and one on Stanford University property at Middle Avenue. Done in conjunction with intersection improvements, the latter one would be undertaken by Stanford University when it redevelops and/or in conjunction with High Speed Rail improvements.

El Camino Real Crossings

The Specific Plan proposes improvements to most intersections on El Camino Real. Section F.3 “Pedestrian Improvements” identifies the locations and nature of those improvements. In most cases, the improvements allow for sidewalk extensions (i.e. bulb-outs) for at least one corner depending on traffic flow requirements. Figure D20 illustrates what an improved intersection might look like on El Camino Real in the downtown area.

Intent

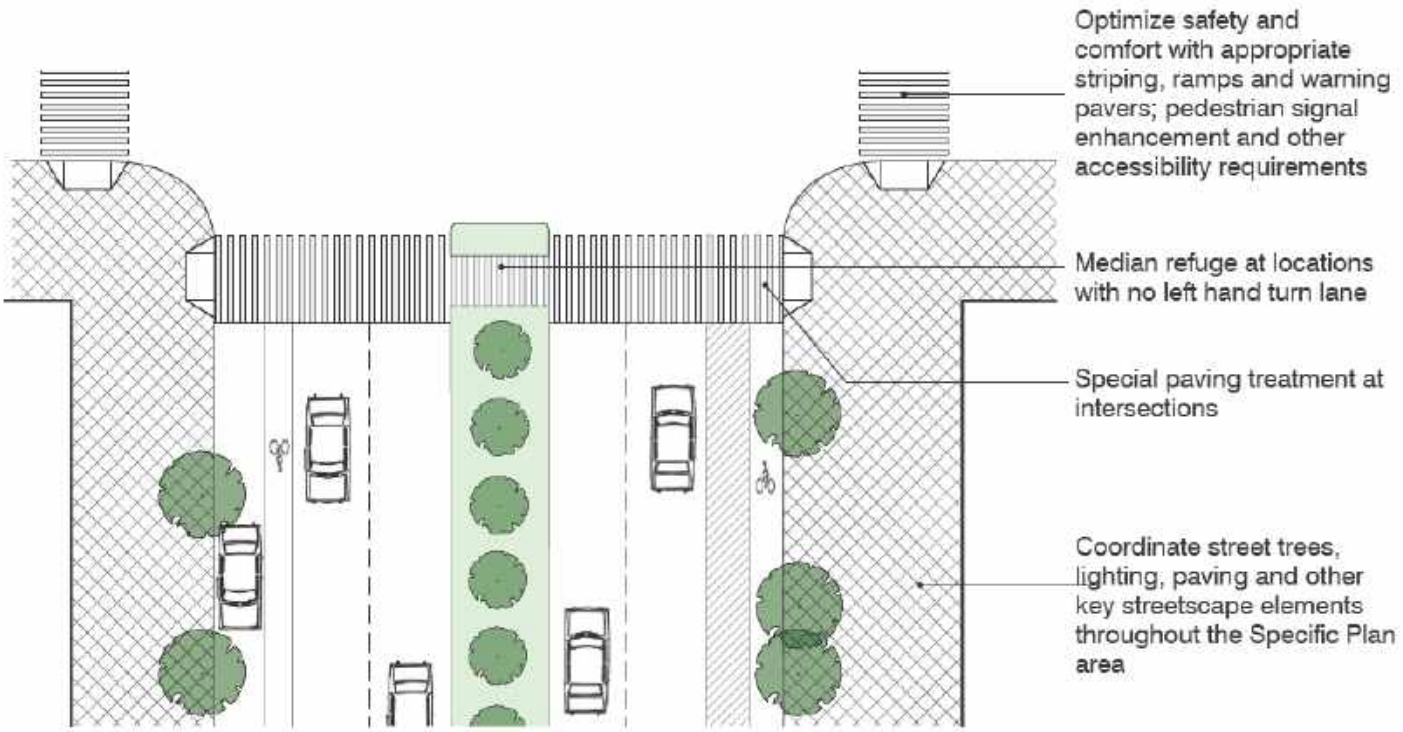
- Minimize the El Camino Real barrier effect and improve connectivity across El Camino Real by improving pedestrian crossing conditions.

Character

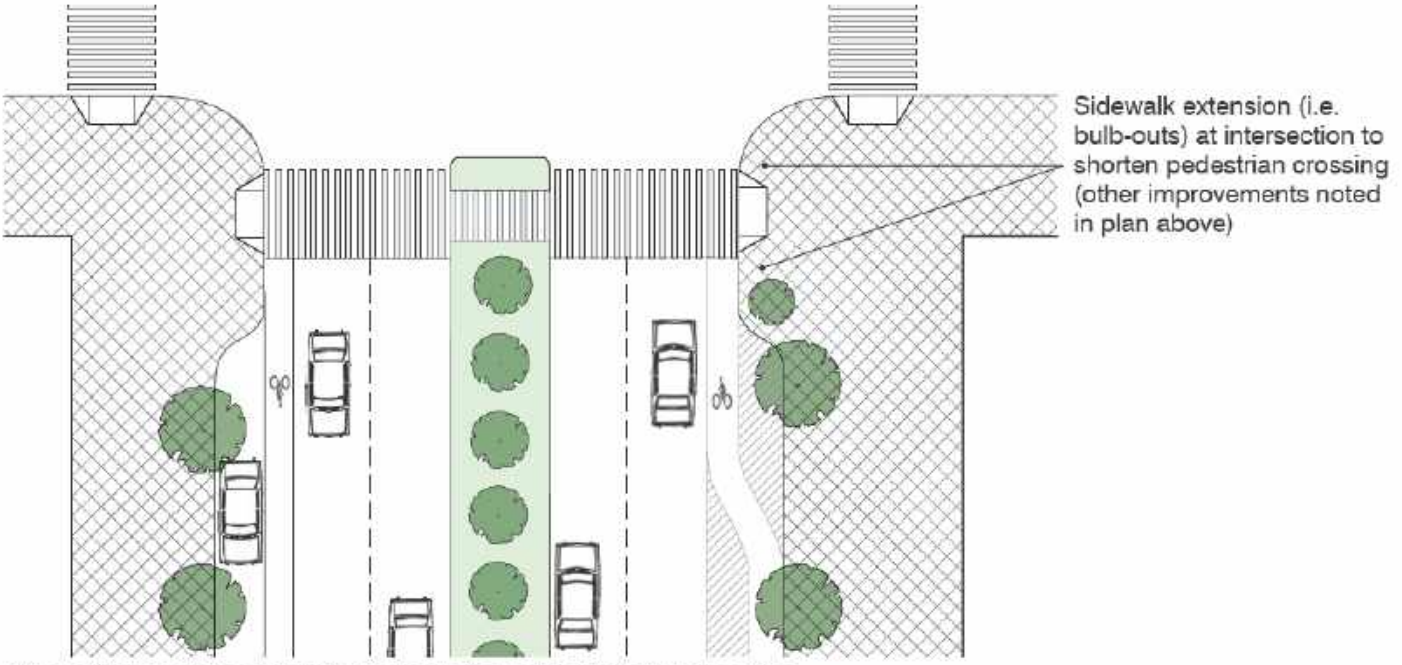
- Pedestrian-oriented design.

Improvements

- Create special crossing treatments at key intersections as identified in Chapter F “Circulation”.



Plan without sidewalk extension (i.e. bulb-outs) at intersection



Alternative plan with sidewalk extension (i.e. bulb-outs) at intersection

Figure D20. *Typical Intersection Improvement*

Guidelines

The design of intersection improvements on El Camino Real should include the following:

D.4.06 Take into consideration recommended criteria of the Grand Boulevard Initiative's *Multi-Modal Access Strategy & Context-Sensitive Design Guidelines*.

D.4.07 Optimize crossing time by reducing curb-to-curb distance to the extent feasible.

D.4.08 Optimize safety and comfort with appropriate striping, ramps and warning pavers and other accessibility requirements.

D.4.09 Integrate additional landscaping and "low impact development" (LID) materials, such as pervious materials to manage storm water, where possible.

D.4.10 Incorporate special treatment for intersections in the downtown/station areas (i.e. Oak Grove Avenue, Santa Cruz Avenue and Menlo Avenue) to enhance connections between the two areas.

D.4.11 Coordinate street trees, lighting, paving and other key streetscape elements with other streetscape elements of El Camino Real above.

Coordinated street trees/landscaping, paving, furniture, signage and other streetscape elements (Emeryville, California)

Publicly-accessible pedestrian connection and open space element (Portland, Oregon)

Burgess Park Linkage/Open Space Plaza

Explained in more detail in Section E.3 “Development Standards + Guidelines,” the Specific Plan identifies two locations for publicly-accessible open space and grade-separated pedestrian and bicycle linkage across the railroad tracks. One is in the station area at the terminus of Santa Cruz Avenue (discussed above in Section D.3 “Station Area”) and the other is at the terminus of Middle Avenue. The latter connects the western neighborhoods with Burgess Park and neighborhoods to the east.

Described in Section E.3.4 “Massing and Modulation,” the plaza at Middle Avenue provides additional open space amenity to both the community and the private development. The open space plaza should integrate with both the pedestrian promenade along El Camino Real and linkages to the east side of the Caltrain tracks. Adjacent buildings should activate the plazas with ground floor uses, such as cafes and small stores, as discussed in Section E.2.3 “Special Land Use Topics.” The guidelines for this open space amenity are below.

Because this open space and linkage amenity is located partly on Stanford University property, it should be part of development review with the City when Stanford University chooses to redevelop the land. The rail crossing itself should consider High Speed Rail improvements, but may be undertaken at any time.

Intent

- Provide publicly-accessible open space amenities on the east side of El Camino Real at the intersection of Middle Avenue.
- Provide a grade-separated pedestrian and bicycle linkage across the railroad connecting the Middle Avenue plaza with Alma Street/Burgess Park. The final configuration of such a linkage will depend on the final configuration of the high speed rail.

Character

- Publicly-accessible open space/plaza providing seating and places for small informal gatherings.
- Pedestrian and bicycle connection associated with publicly-accessible open space.

Improvements

- Create a welcoming, publicly-accessible open space plaza at the terminus of Middle Avenue, integrated with the pedestrian promenade along El Camino Real, that provides seating and shade and allows for small, informal gatherings.
- Provide pedestrian and bicycle linkage across the railroad tracks between El Camino Real, the new open space and Alma Street at Middle Avenue. The precise configuration of such a linkage will depend on the final configuration of the high speed rail.

Pedestrian/bicycle tunnel linkage (Palo Alto, California)

Guidelines

The design of the open space plaza and pedestrian/bicycle linkage should include the following:

D.4.12 Visually extend Middle Avenue.

D.4.13 Allow for seating and informal gatherings.

D.4.14 Provide green space and shaded areas.

D.4.15 Integrate with vehicular access needs and associated development.

D.4.16 Provide a pedestrian and bicycle linkage between El Camino Real, the new open space and Burgess Park at Middle Avenue; this linkage would involve a grade separated crossing if tracks remain at grade.

D.4.17 Emphasize safety and comfort for all users.

Grade separated pedestrian/bicycle linkage (Palo Alto, California)

D.5 GENERAL GUIDELINES

The Specific Plan proposes overarching guidelines for public space improvements in the plan area. The intent of the guidelines, in part, is to establish a coordinated streetscape and open space system.

General Guidelines

Walkable Streets

D.5.01 All pedestrian pathways should be continuous, direct, shaded and lit for safety.

Streetscape Palette

D.5.02 The streetscape palette should be consistent and coordinated across downtown and the station area for main streetscape elements. The streetscape palette should also be consistent for El Camino Real.

Street Trees and Planting Materials

D.5.03 The street tree canopy should be extended for shade, and street tree rows completed for continuity.

D.5.04 Iconic/differentiated trees should be used for civic spaces.

D.5.05 Indigenous plant materials should be used for reduced water consumption.

D.5.06 Deciduous/flowering plants could be used, where appropriate, for seasonal variation and additional interest.

Signage

D.5.07 Signage should be coordinated, and it could be used to enhance downtown identity.

D.5.08 A comprehensive pedestrian way-finding system should be implemented.

Public Art

D.5.09 Public art could be used to create focal points and mark destinations.

D.5.10 Public art could be incorporated into pathways (e.g. interpretive walk).

D.5.11 Temporary public art could be installed throughout downtown.

D.5.12 Public art could include lighting.

Durability and Maintenance

D.5.13 Durability and easy maintenance should be considered when selecting streetscape furnishings.

Accessibility

D.5.14 Applicable accessibility codes shall be integrated into streetscape and public space design.

Surface Parking Guidelines

Surface parking should include the following:

D.5.15 Be visually attractive, particularly when seen from streets and public spaces.

D.5.16 Address security and safety concerns with adequate lighting and sight lines.

D.5.17 Preserve existing mature trees to the extent possible.

D.5.18 Incorporate canopy trees for shade.

D.5.19 Introduce safe pedestrian pathways, connecting the parking lot to building entries and public sidewalks, using elements such as marked crossings, clear signage and supplementary lighting.

D.5.20 To reduce water consumption and heat island effect, incorporate shade, use indigenous plant materials and use permeable materials, where appropriate

D.6 SUSTAINABLE PRACTICES

The Specific Plan proposes the following sustainable practices for public space improvements based on the Leadership in Energy and Environmental Design for Neighborhood Development (LEED-ND). In addition to the practices below, the Specific Plan proposes sustainable practices for private and public development, inclusive of LEED-ND, as described in Section E.3.8 “Sustainable Practices”.

Guidelines

Walkable Streets

D.6.01 Healthy activity and walking should be encouraged through well designed and attractive public spaces.

D.6.02 Shaded streets and public spaces that optimize use and activity should be provided.

Stormwater Management

D.6.03 Pervious materials should be used on sidewalks and other paved surfaces wherever possible to minimize storm-water run-off from paved surfaces.

D.6.04 Large soil-filled, planted catch basins are encouraged as a part of sidewalk design. They should be coordinated with street trees, lighting, and infrastructure on the street.

Heat Island Effect Reduction

D.6.05 Dark colored paved areas should be minimized.

D.6.06 Greening and the shading of paved areas are encouraged.

Reduced Water Consumption, Maintenance and Durability

D.6.07 Indigenous and drought-resistant plant materials should be used.

Reduced Energy Consumption

D.6.08 Energy consumption in landscape elements should be minimized through these techniques:

- Solar power fixtures.
- Downward path lighting.
- Motion sensor lights or lighting controlled by timers set to turn off at the earliest practicable hour.
- Gravity fed water features/systems.

www.menlopark.org/paseo

The Paseo

The City of Menlo Park is interested in your feedback on the downtown Paseo!

1. The Paseo has enhanced my experience in downtown Menlo Park

Strongly disagree	Disagree	Neutral	Agree	Strong agree
☆	☆	☆	☆	☆

2. I have enjoyed the unstructured use at the Paseo (added open space, outdoor seating, etc.).

Strongly disagree	Disagree	Neutral	Agree	Strongly agree
☆	☆	☆	☆	☆

3. I have enjoyed the structured programming at the Paseo (i.e. Friday Night Lights, community meetings, Menlo Movie Series, Wine Walk, Annual Block Party, etc.).

Strongly disagree	Disagree	Neutral	Agree	Strongly agree
☆	☆	☆	☆	☆

4. The City should do which of the following at the Paseo:

Deve op a permanent downtown Paseo nsta at on

Deve op an mproved, temporary, seasona , downtown Paseo nsta at on

Restore prev ous road use

5. My preferred location of the Paseo:

Chestnut Street (ast year s ocat on)

Curt s Street (current ocat on)

Other (p ease spec fy)

6. Please use the space below for any additional comments/suggestions regarding the Paseo.

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STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-216-CC**

Regular Business: **Approve the terms of a successor agreement between the City of Menlo Park and the Service Employees International Union Local 521 expiring June 30, 2020**

This report was amended on 9/20/17 to correctly include the 2.6% salary increase only applicable to the IT Specialist I and II classifications in the Salary Schedule (Appendix B of Attachment A). This change does not affect the cost numbers in the below table which already included this 2.6% salary increase.

Recommendation

Approve the terms of a collective bargaining agreement between the City of Menlo Park and Service Employees International Union Local 521 (SEIU) and authorize the City Manager to execute a Memorandum of Understanding (MOU) with a term of October 1, 2017 through June 30, 2020.

Policy Issues

This recommendation aligns with the City's goals of balancing continued fiscal prudence in planning for potential impacts of employee retirement benefits, while also continuing to align the City as a competitive employer in the increasingly robust job market of the Silicon Valley.

Background

On February 7, 2017, in accordance with Council's Public Input and Outreach Regarding Labor Negotiations policy, a staff report was placed on the City Council agenda providing an opportunity for public comment prior to the commencement of labor negotiations. The staff report provided a summary of background information related to labor negotiations, a summary of bargaining unit information, cost information for salaries and benefits, and key issues facing matters such as employee pension cost increases and medical premiums. At that meeting, there was no public comment.

Service Employees International Union Local 521 (SEIU) represents 151 non-sworn employees throughout the City who are primarily responsible for frontline service to the community. The City's and SEIU's negotiation teams commenced negotiations on April 20, 2017. The parties met 13 times and reached a Tentative Agreement (TA) on August 30, 2017 for a successor MOU to the previous agreement which expired June 30, 2017. SEIU notified the City that the TA was ratified by the membership on September 7, 2017.

Analysis

A complete copy of the Memorandum of Understanding (MOU) with changes is attached, as ratified by SEIU members is attached, and is the document that is the subject of City Council ratification on September 26, 2017. The following tables provide a summary of the key provisions and/or changes from the previous MOU. All changes from the prior MOU are reflected in Attachment A.

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Term MOU Article 25 Page 55	The tentative agreement (TA) provides for a three-year term beginning with City Council ratification and ending June 30, 2020. Given that negotiation of a successor agreement is not required for two fiscal years, 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 MOU Article 7.1 Page 18	Assuming City Council ratification on September 26, 2017, the TA includes an across the board cost of living adjustment to all pay rates in this unit, as follows: • 4.0%* effective the pay period beginning October 1, 2017* • 3.0% effective the pay period following July 1, 2018 • 2.5% effective the pay period following July 1, 2019 *Mid-year implementation of the pay rate increase results in an annualized 25 percent decrease in the rate adjustment. This results in only a 3% increase for this unit in fiscal year 2017-18.	$429,800* 442,100 379,500 $1,251,400
Floating holiday MOU Article 10.2 Page 31	The TA increases annual floating holiday paid time off from 30 hours to 34 hours effective calendar year 2018. Floating holiday does not have a cash value and therefore does not result in cash to the employee or increase pensionable compensation.	-
Compensatory Time Off in lieu of paid overtime (CTO) MOU Article 8.2.3 Page 25	The TA includes provision for the City and SEIU 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.	-
Release time MOU Article 3.3 Page 8	The TA provides that the Chapter Chair will not count towards the seven (7) total employees or the maximum number of released employees from his or her department to conduct union matters	-
Tool replacement MOU Article 9.6 Page 27	The TA provides that tools owned by incumbents of the Equipment Mechanic classification and are required as part of the employee's performance of his or her duties, will be covered by the City in the event of loss due to theft or damage not due to wear and tear pending certain inventory requirements.	-

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Callback and standby pay MOU Article 8.2 Page 23	The TA clarifies the callback pay language to provide for minimum overtime pay in the event of an employee called back to their normal work location outside of his or her regularly scheduled shift. In situations where the employee is able to complete work at home, afterhours and there is no need to return to the employee's normal work location, the employee would be paid overtime only for the time worked. Additionally, this section clarifies that standby pay cannot be combined with callback pay or overtime. A nominal savings is anticipated as a result of this change.	-
Rest periods MOU Article 7.8 Page 22	The TA includes a provision to mitigate exposure to risks that may result from exhaustion during prolonged work hours in a non-emergency situation. If an employee in the Police or Public Works Departments works more than sixteen hours in a twenty-four hour period beginning with the time the employee reports to work, the employee is entitled to a rest period. This change lowers the risk of on-the-job injuries due to fatigue.	-
Benefit programs MOU Article 13 Page 40	Assuming City Council ratification on September 26th, the TA increases the City's contribution to the cafeteria plan by $50 per month per employee, regardless of the level of coverage, effective January 1, 2019 and an additional $50 per month per employee, regardless of the level of coverage, effective January 1, 2020.	$181,200
Short-term disability insurance MOU Appendix C Page 76	In response to concerns expressed by the bargaining unit, the TA includes a provision where both parties agree to Meet and Confer regarding the implementation of an employee-paid short-term disability insurance policy to address potential gaps between the exhaustion of an employee's paid time off balances and long term disability insurance.	-

The economic package outlined above is responsive to all three of the City's bargaining principles, as outlined in the February 7, 2017 report to the City Council announcing the City's intent to negotiate a successor agreement with SEIU. Specifically:

1. **Principle #1 – Service to the Community**. 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, and businesses in Menlo Park. The SEIU unit is comprised of the City's frontline service providers and perform tasks in the area of building inspections, recreation programs, library services, childcare services, street and parks maintenance, etc. The TA provides three years of stability for affected SEIU represented classifications in the area of compensation.

Too often, open and unresolved contracts have the potential to adversely impact both labor and management employees in a way that is detrimental to their ability to provide service to the community.

2. **Principle #2 – Fiscal Sustainability**. 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 – Oakland – San Jose region. For budgeting purposes, the City measures CPI-U based on the annual change as measured in February of each year. From February 2016 to February 2017, the CPI-U recorded an increase of 3.4%. Subsequent measures of the year-over-year change in CPI-U were 3.8% and 3.5% in April and June, respectively.

   Another measure of fiscal sustainability is the cumulative fiscal impact of the TA and the relationship of that impact to the 2017-18 budget's 10-year forecast. As discussed in the budget document, the amount available for salary increases takes into consideration increasing costs for employee pension and inflationary assumptions for non-salary items. The TA contains a wage increase of 4% effective the first full pay period following full ratification, 3% effective the pay period following July 1, 2018, and 2.5% effective the pay period following July 1 ,2019. While this package may be viewed as a cumulative total of 9.5% over three years, such a summary does not consider the impact of late implementation on the first fiscal year. With the 4% increase taking effect the first full pay period following City Council ratification, the resulting increase impacts only three quarters of the year for an effective compensation expense increase of 3% for the 2017-18 fiscal year. In addition to falling within the assumptions of the City's long-term fiscal forecast, the salary increases fall within assumptions made by CalPERS in its payroll growth assumptions used in actuarial analysis of pension liabilities.

3. **Principle #3 – Recruitment and Retention**. The terms of the successor agreement are an important component of recruiting and retaining quality employees. In response to fiscal sustainability goals and the ability to recruit and retain a qualified workforce, the City targets total compensation packages that are at the market median of comparable agencies. With neighboring agencies recently reaching agreement with their labor unions, the TA maintains the City's compensation package at market median.

   While the City's goal of providing a compensation package that is at market median (+/-5% of median) supports fiscal sustainability, median compensation may impact the City's ability to compete in the local market. With San Mateo County posting the lowest unemployment rate in the nine San Francisco Bay Area counties, 3.2% in July, competition for qualified employees is significant in all sectors, including local government. Given that vacancies in an organization of 270 full time equivalent personnel is likely to occur, as part of the City's 2017-18 budgeting principles, the budget assumes a vacancy factor of 4.2%. As of the printing of this report, the City's vacancy factor is three times the budgetary assumption at 12.6%. In the City's development services work groups, those work groups that support private development as well as execution of the City's capital improvement program, the City currently has vacancies rates between 33% and 40% percent of authorized full time equivalent employees. While management is not recommending additional adjustments above the TA, the vacancy rates currently experienced by the City will

impact the City's ability to complete the ambitious City Council adopted work plan.

Flores v. City of San Gabriel Decision

On May 15, 2017, the U.S. Supreme Court denied the City of San Gabriel's petition for a review of the Ninth Circuit Court of Appeals' decision in *Flores v. City of San Gabriel* (*Flores*). *Flores* involved a group of police officers who sued their employer (City of San Gabriel) over the employer's calculation of the employee's overtime rate. The case found that the Fair Labor Standards Act (FLSA) requires the employer to include cash payments made in lieu of health benefits into its wage calculation for overtime pay purposes. In response to the ruling, the City is currently reviewing historical payroll records to determine the magnitude of the correction required to be in compliance with the *Flores* decision. It is important to note that the City may be required to pay liquidated damages equal to the incorrect payment for up to three years. It is also important to note that overtime earnings are not pension-able wages.

Impact on City Resources

This TA results in a fiscal impact of approximately $1,372,600 over three years, net of savings realized as a result of the multi-year agreement. The total cost reflects an average annual increase in total compensation for the SEIU bargaining unit of 2.74%. This increase is larger than a similar package provided to AFSCME due difference in the value of benefits relative to overall payroll. The TA fiscal impact is within the City Council's 10-year fiscal forecast as adopted in the 2017-18 budget.

Environmental Review

No environmental review is required for this item.

Public Notice

Public Notification was achieved by posting the report 15 days prior to the Council meeting of September 26, 2017.

Attachments

A. Track changes copy of Memorandum of Understanding between City and SEIU expiring June 30, 2020

Report prepared by:
Dan Jacobson, Interim Finance and Budget Manager
Lenka Diaz, Human Resources Manager
Nick Pegueros, Administrative Services Director

Copy:
Malcom Thornton, Internal Organizer, SEIU Local 521

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MEMORANDUM OF UNDERSTANDING

BETWEEN

LOCAL 521

SERVICE EMPLOYEES INTERNATIONAL UNION,

CTW, CLC

AND

THE CITY OF MENLO PARK

~~Novem~~Octo~~ber 10~~, 2017~~5~~ through June 30, 2020~~17~~

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APPENDIX E~~F~~: VACATION CASHOUT POLICY AND PROCEDURES

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 workers as listed in Appendix "A" to this Agreement. Nothing herein shall be construed to discriminate against any individual who chooses to exercise his/her 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 has the duty to provide fair and non-discriminatory representation to all workers covered by this Memorandum of Understanding, regardless of whether they are members of the Union.

2.1.2 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(c) 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.

Each regular pay period, the City shall provide the Union with a list of the names, addresses, classifications, and membership status of all unit workers 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.

The Union shall indemnify and hold the City, it's 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 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 or workers 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 or workers 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 or workers 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 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 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 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 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 not otherwise eligible for inclusion in the bargaining unit under the criteria listed in Article 1.

Recreation leaders and other recreation workers 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 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 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 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 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 may bump, and a statement of re-employment rights. Notice of layoff shall be given by personal service and the worker 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 is being laid off.

5.3.2 In the event a worker 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 workers 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 workers have served the same time in the classification, then as between those two workers, 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 workers, 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 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 department, or another department, provided that in order to displace the worker with less service the laid off worker must have held permanent status in the classification into which he/she is bumping.

5.6.2 When a senior employee chooses to bump into a position in a lateral or lower, related classification, said worker must accept the salary, hours, and working conditions of the position to which return is requested.

5.6.3 A bargaining unit worker 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 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 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 with the greatest seniority on the re-employment list shall be offered reinstatement when a vacancy occurs in a classification in which the worker held permanent status.

5.7.2 A laid off worker may refuse an offer of re-employment to a position for which he/she is qualified, however, refusal of two (2) offers of re-employment to the classification from which laid off shall automatically cause removal of the worker's name from the re-employment list and loss of any re-employment rights.

5.7.3 Any worker who accepts an offer of re-employment shall have his/her name removed from the re-employment list.

5.7.4 A worker who has been laid off and has been placed on a re-employment list shall be eligible, during the time the worker 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'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 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 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's work, for securing the most effective adjustment of a new worker to a prospective position, and for rejecting any probationary worker whose performance is not satisfactory.

6.1.2 During the seventh pay period following employment, the worker shall receive a performance evaluation. Human Resources shall send a reminder notice of this deadline to the appropriate supervisor, with copies to the worker 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's supervisor, extend the probationary period not to exceed six (6) months if the worker 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 for the position;
   or
b. extend the probation;
   or
c. reject him/her for the position.

The City shall take action on this determination by the last day of the probation period by notifying the worker in writing. If the notification is delayed by more than five working days following the last day of probation, the worker shall become permanent.

6.1.5 If the service of a probationary employee is unsatisfactory, the worker will be notified in writing that he/she has 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 for discussion of the reasons for termination. The worker 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 deemed unsatisfactory for a position shall return to his/her prior classification and non-probationary status in that classification and to the pay step he/she 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 on probationary status.

6.1.8 The parties agree that probationary employees shall have the same rights as other workers under this Memorandum of Understanding, including full and complete access to the grievance procedure, except that workers 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 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 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 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 workers 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'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 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 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 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 falls below minimum standards established for a position a performance improvement plan may be developed. The worker 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 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 is entitled to review his/her personnel file upon written request or may authorize, in writing, review by his/her Union representatives, with the exception of information obtained confidentially in response to reference inquiries. Upon written request by the worker, a worker or the Union shall be allowed copies of materials in a worker's personnel file relating to a grievance.

6.4.2 The City shall notify a worker of any adverse material placed in his/her personnel file if that material is or has not previously been reviewed with the worker. The worker 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 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 who has received written warnings or reprimands has completed twenty-four (24) months of work without further disciplinary action, his/her 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 employment status and shall be removed from the worker's personnel file upon request from the worker. In cases where a worker 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 workers 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 applying for the promotion, in writing, of the City's decision to grant or deny the promotion upon request of the worker.

6.6 Reclassification

6.6.1 During the term of this Agreement, the City shall notify the worker 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 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 from the responsibility of submitting his/her own request in a timely manner. If meetings are held, the worker 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 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
Assistant Planner/Associate Planner
Child Care Teacher I/II
Engineering Technician I/II
Facilities Maintenance Technician I/II
Librarian I/II
Maintenance Worker I/II ~~(Building Maintenance, Parks, Streets, Trees)~~
Water System Operator I/II

The City may post and fill the position at either the I /Assistant or II/Associate level. If the City fills the position at the I/Assistant level, promotion to the II/Associate 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 level.

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall Wage Adjustments

7.1.1 Effective the beginning of the first full pay period after ~~the latter of 1)~~ ratification of this Agreement by the membership and adoption by City Council, the pay rates for workers in this representation unit shall be increased by ~~Three~~ Four Percent (4~~3~~.0%). The pay rates for workers in the representation unit shall be set forth in Appendix "B" to this Agreement.

7.1.2 Effective the beginning of the first full pay period following July 1, 2018, the pay rates for workers in this representation unit shall be increased by Three Percent (3.0%). The pay rates for workers in the representation unit shall be set forth in Appendix "B" to this Agreement.

7.1.3 Effective the beginning of the first full pay period following July 1, 2019, the pay rates for workers in this representation unit shall be increased by two and one half percent (2.5%). The pay rates for workers in the representation unit shall be set forth in Appendix "B" to this Agreement.

7.1.4 Equity Adjustment

7.1.4.1 Effective the first full pay period after ratification of this Agreement by the membership and adoption by City Council, the pay rate for the IT Specialist I/II shall be increased by Two and six tenths percent (2.6%).

~~The parties agree to commence Reopener negotiations on March 1, 2016 on wages only.~~

~~No special increases will be implemented during the term of this MOU without mutual agreement of the parties.~~
~~If no mutual agreement is reached on or before June 1, 2016, an overall wage adjustment of 2.0% will be implemented effective the first full pay period after July 1, 2016, after which the obligation to bargain under this Reopener will cease.~~

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 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 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 workers. However, subject to the approval of the Personnel Officer, the department head may hire beginning workers 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 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, and all such workers 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's salary shall be adjusted as follows:

7.4.1.1 If the first step in the salary range for the worker's new position is at least five percent (5%) greater than the worker's current salary range, the worker 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's new position is less than five percent (5%) greater than the worker's current salary range, the worker 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 with at least a five percent (5%) salary adjustment, the worker shall be moved to the top step of the new salary range.

7.4.2 Demotion

Upon demotion of a worker with permanent status in his/her current class, his/her 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 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 workers who are hired specifically with that requirement. If a worker 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 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 Any worker who is required by the City to report to their normal work location on a day when the worker has not been scheduled, or any worker called back to work after the worker has completed his or her regular work day and left the worksite, shall be entitled to a minimum of two (2) 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 where the City requires a worker to remain at the worksite after the completion of 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's option. Prior to the end of the pay period, the worker shall designate, on the appropriate City form, his/her 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.~~8~~7.1 A worker performing standby duty outside the worker's regular work shift shall be compensated at the rate of Three Dollars and Twenty Five Cents ($3.25) per hour for each hour the worker is assigned to standby duty. 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 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 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 normal work shift.

7.8.4 This section shall not apply in emergency situations.

7.9 Working Out of Classification

7.98.1 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 holding a classification within a lower compensation range. The employer shall notify workers in advance of making such assignments. Pay for working out of classification shall be as follows:

7.98.1.1 A worker 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 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 shall receive the pay rate of the higher classification.

7.89.2 Out of classification provisions do not apply to work assignments performed in connection with declared conditions of public peril and/or disaster.

7.109 Night and Weekend Differential

Workers 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's base pay.

Workers 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's base pay. Overtime hours shall not be used to qualify for weekend or night shift differential.

7.110 Court Appearances

Workers required to appear in Court during off-duty hours to testify regarding matters arising out of the worker'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 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 is held over after or called in prior to his or her 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 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. Workers 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 workers 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 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 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 workers 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 workers 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 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 and approved by the department director. Overtime shall be compensated at the rate of one and one-half (1.5) times the worker'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's option except when the worker'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 may accumulate a maximum of one hundred sixty (160) hours of compensatory time. Compensatory time may be used when the services of a worker are not needed for the efficient functioning of his/her department, and must be approved in advance by the department head. Once a worker has reached the limits of compensatory time in this section he/she 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, or the average regular rate received during the last three (3) years of the worker'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, ~~and~~ applicable Building and Planning Department, and Police Department workers, consistent with existing practice.

9.2 Communications Officers, Lead Communications Officers, Records Personnel, Community Service Officers, and Parking Enforcement Officers ~~City Service Officers~~ 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. 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 for Community Service Officers and Parking Enforcement Officers ~~City Service Workers~~ 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 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 workers who are required by the City to wear safety shoes/boots for up to 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 worker exclusively.

9.4 Employee clothing seriously damaged or destroyed in conjunction with employment duties will be reasonably replaced by the City.

9.5 Workers 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 worker selects to purchase, or for tools required to be added to the inventory in order to carry our his or her duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. ~~The City shall reimburse a maximum of one thousand dollars ($1,000) 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 four hundred dollars ($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, workers 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 ~~Officers~~ Dispatchers and ~~Lead~~ Senior Communications ~~Officers~~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 ~~Officer~~ Dispatcher and ~~Lead~~ Senior Communications ~~Officer~~ 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 workers 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 workers 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 worker 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 regularly scheduled shift. An employee will not be paid for more than his or her regular day's pay for any holiday when he or she does not work.

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, a~~A~~ny full-time worker required to work on a fixed holiday ~~and in addition to regular hours~~ shall be paid time and one-half for such work in addition to his/her 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, ~~A~~any part-time worker required to work on a fixed holiday ~~and in addition to regular hours~~ shall be paid time and one-half for such work in addition to his or her 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 ~~Officers~~ Dispatchers shall be treated the same as full-time workers 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 regular workday shall be paid time and one-half for such work in addition to his or her 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 regular workday, he or she 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 regular workday (scheduled 5 hours), he or she 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 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 workers,)

   For example, if a full-time Communications Dispatcher works a full (10-hour) shift on a holiday which falls on his or her regular day off, he or she

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 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 supervisor, and subject to the operational needs of the City, a worker may work additional straight time hours during the same workweek to make up the difference.

A part-time worker 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 supervisor, and subject to the operational needs of the City, a worker may work additional straight time hours during the same workweek to make up the difference. [For example, a worker 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 may use two (2) hours of vacation to complete his or her 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 Years). 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

For calendar years 2018, 2019, and 2020, ~~W~~workers shall annually receive thirty-four (34~~0~~) floating holiday hours off with pay, credited on the first pay period of the year. 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.

The following conditions will apply to such floating days off:

10.2.1 Workers shall request a floating day off in accordance with normal vacation time off request procedure.

10.2.2 Floating days off must be used during or prior to the end of the twenty-sixth (26^{th}) pay period of the year in which it was credited or be forfeited.

10.2.3 If 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.

10.2.4 Any floating day off for 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.

10.2.5 Floating holiday balances remaining at the time of separation will be forfeited.

ARTICLE 11: VACATIONS

11.1 Each worker shall be entitled to an annual paid vacation, accrued as follows:

11.1.1 For full-time workers:

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 workers: a proportional equivalent based on the assigned number of hours worked per week as compared to those worked by a full-time worker.

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 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's assigned duties and the worker'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 permanently separated from City service,

11.5 Vacation Cashout

A worker may cash out vacation leave in accordance with the Vacation Cashout Policy, attached hereto as Appendix "~~F~~E".

11.6 Illness During Scheduled Vacation

A worker 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 otherwise qualifies for sick leave as provided by this Agreement and has sufficient sick leave to cover the period; and,

b. The worker'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 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 may accrue up to a maximum of one thousand four hundred forty (1,440) hours for full time workers, 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's immediate family.

If a worker is scheduled to work on a designated City holiday, and subsequently calls in sick, the worker 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 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, 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 accumulated sick leave balance up to a maximum of five hundred (500) hours. Such compensation shall

be based on the worker's rate of pay on his/her last day paid service to the City.

12.1.4.2 Retirement. A worker 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 accumulated sick leave balance, up to a maximum of one thousand three hundred sixty (1,360) hours, based upon the worker's rate of pay on his or her 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 may combine any of the above two options.

12.1.4.3 Retirement Health Credit Conversion. A worker 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 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 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 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 workers who have exhausted sick leave due to a catastrophic illness, injury or condition of the worker. This policy allows other workers to make voluntary grants of time to that worker so that he/she can remain in a paid status for a longer period of time, 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 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 in the City who is suffering from a catastrophic illness and has exhausted his or her own sick leave, provided, however, they have maintained a positive 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 may bank any remaining hours that have been contributed up to a maximum of forty (40) hours. If the contribution list has not been exhausted, the contributing workers will be notified that their contribution was not required and the balance restored.

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 ~~thirty working~~forty-five (45~~30~~) calendar days, the City will ensure continued payment to the worker 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 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 share of the benefit cost, where applicable. Accrued leave earned shall only continue for periods during which the worker 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 will be permitted to continue to participate in City paid health insurance, AD&D, dental and life insurance benefits. However, the worker will be required to pay 100% of any premiums.

12.2.2 Workers who have a sufficient amount of sick leave time may, at the worker'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 worker who has been out on an extended disability shall apply to workers under this section.

12.3 Personal Business Leave

12.3.1 A worker 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 worker shall notify the department head two (2) days before taking this leave, unless an emergency exists which prohibits the worker from providing such advance notice.

12.3.4 ~~Workers shall complete an absence affidavit which shall verify that the worker's use of leave was~~ Personal Business Leave may only be used for personal business of urgent and compelling importance, and may not be ~~that such leave has not been~~ 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 worker 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 shall be reinstated in the position held at the time the leave was granted. Failure on the part of a worker 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 A 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 assigned duties until released by the court, provided the worker 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' whose regular shift is a shift outside of the hours of 8:00 A.M. to 5:00 P.M., so that such

workers 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 a 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 shall return to his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

12.6 Military Leave

Military leave of absence shall be granted and compensated in accordance with all applicable laws. Workers 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 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 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 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 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 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 shall be returned to an equivalent position within his/her classification.

12.9.3 For any unpaid leave of absence the worker may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her 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 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 may be required to submit a physician's statement certifying that he/she is 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, 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 wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

12.10.3 All workers 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's allowance or the annual tuition reimbursement.

Workers may under the tuition reimbursement fund request reimbursement for trade publications, technical books, and printed materials related to the worker'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, workers 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 ~~For the plan year ending December 31, 2015, t~~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:

$2,184 per month	- family coverage
$1,659 per month	- two-person coverage
$833 per month	- single coverage

~~$2,085.56 per month - family coverage~~
~~$1,604.28 per month - two-person coverage~~
~~$802.14 per month - single coverage~~

[EXAMPLE: If the PEMHCA minimum contribution is $122, then the City shall make ~~an~~ a flexible benefits plan ~~FSA~~ contribution of $~~1~~2,062 ~~,963.56~~ per month for family coverage, $~~1,482.28~~1,537 per month for two person coverage and $~~680.14~~711 per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367~~49~~.00 per month. Effective January 1, 2018, this amount will no longer be contributed through the flexible benefits plan.

13.1.4 Effective the latter of January 1, 201~~96~~ or ratification of this agreement by the membership, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

$~~2,148~~2,234 per month	family coverage
$~~1,652~~ 1,709 per month	two-person coverage
$883~~826~~ per month	single coverage

~~[EXAMPLE: If the PEMHCA minimum contribution is $122, then the City shall make an flexible benefits plan contribution of $2,026 per month for family coverage, $1,530 per month for two person coverage and $704 per month for single coverage.~~

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $360~~7~~.00 per month.

13.1.5 For the year beginning January 1, 2020~~17~~ the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

$2,284~~184~~ per month	family coverage
$1,759~~659~~ per month	two-person coverage
$933~~833~~ per month	single coverage

~~[EXAMPLE: If the PEMHCA minimum contribution is $122, then the City shall make an flexible benefits plan contribution of $2,062 per month for family coverage, $1,537 per month for two person coverage and $711 per month for single coverage.~~

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367 per month.

13.1.6 For calendar year 2016 and calendar 2017, the City will contribute an additional $41.67 each month towards each bargaining unit member's cafeteria plan. For example, for calendar year 2016, the monthly City contribution for members on the family plan will be $2189.67 (2148+41.67). This provision will sunset on December 31, 2017.

13.1.7 Consistent with applicable laws and regulations, each employee may use his/her allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. ~~As of the execution of this agreement, those benefits include:~~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.

~~Health insurance in accordance with PERS regulations and Federal law;~~
~~Additional life insurance, provided by the City's insurance carrier, up to the maximum allowed by the City's carrier;~~
~~Child care expenses not otherwise reimbursed by the City;~~
~~Any qualified personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment.~~
~~80% of the employee's allocated amount in cash, subject to appropriate tax withholding.~~

13.1.8 Workers 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 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 must be enrolled in an available PEMHCA health insurance plan.

13.1.9 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.

13.1.10 For part-time workers who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.3, 13.1.4, and 13.1.7.

13.1.11 Workers 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.

13.1.12 Each full-time worker must enroll in an available health insurance plan or demonstrate that he/she has health insurance coverage in order to ~~receive cash back~~ waive coverage under Section 13.1.4 ~~(e)~~.

13.1.12 Workers 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~~.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 workers as currently provided.

13.5 Life Insurance

The City will provide to all workers life insurance at the rate of 1-1/2 times each worker’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 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 workers 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 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.

15.2.3 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.

15.2.4 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.

15.2.5 Either the City or the Grievant may be represented at any step of the grievance procedure by an individual of the party’s choice.

15.2.6 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.

15.2.7 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.

15.2.8 The City and Union may agree to consolidate grievances at Level III and beyond.

15.2.9 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 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 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 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 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 workers 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.

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.

18.2 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.

18.1.3 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;

18.4 The City has the sole and absolute right to determine methods of financing;

18.5 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;

18.6 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;

18.7 The City has the sole and absolute right to make all decision relating to merit, necessity or organization of City Service;

18.8 The City has the sole and absolute right to discharge, suspend, demote, reprimand, withhold salary increases and benefits, or otherwise discipline workers in accordance with applicable laws;

18.9 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;

18.10 The City has the sole and absolute right to take necessary actions to carry out its mission in emergencies; and

18.11 The City has the sole and absolute right to exercise complete control and discretion over its organization and the technology of performing its work.

18.12 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 workers for unsatisfactory work or conduct.

21.2 Non-probationary workers 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 worker 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 worker 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 workers in permanent status at the time of the discipline, the Notice of Intended Discipline shall include a statement of the worker's right to respond, either orally, at a meeting requested by the worker, or in writing. The opportunity to respond shall be afforded prior to the action becoming effective, but the worker 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 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 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 ("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 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 or Human Resources in order to discuss the request.

22.2.4 For purposes of selection between two or more workers 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.

22.2.5 When the City has considered two or more workers requesting a transfer to a vacant position to be relatively equal on the basis of training, experience, competence, past evaluations, and qualifications, the worker with the most City-wide seniority shall be selected for transfer to the vacant position.

22.2.6 The City shall notify the worker 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. 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 designee and shall be based exclusively on the work related special needs of the City and/or welfare of the workers involved and will not be for punitive or capricious reasons.

22.3.2 In the event that circumstances require that a worker be transferred on an administrative basis, the worker 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 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 considered. All things being relatively equal, the worker 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 workers considered equal is the same, then, as between those workers, 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 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, 2020~~17~~, 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
ASSOCIATE CIVIL ENGINEER
ASSOCIATE ENGINEER
ASSOCIATE PLANNER
ASSOCIATE TRANSPORTATION ENGINEER
BUILDING CUSTODIAN ~~I~~
~~BUILDING CUSTODIAN II~~
BUILDING INSPECTOR
~~BUSINESS DEVELOPMENT SPECIALIST~~
CHILD CARE TEACHER I~~/TITLE 22~~
CHILD CARE TEACHER II~~/TITLE 5~~
CHILD CARE TEACHER’S AIDE~~CITY SERVICE OFFICER~~
CODE ENFORCEMENT OFFICER
COMMUNICATIONS ~~OFFICER~~DISPATCHER
COMMUNICATIONS TRAINING ~~OFFICER~~DISPATCHER
COMMUNITY DEVELOPMENT TECHNICIAN
COMMUNITY SERVICE OFFICER
~~COMPUTER SUPPORT TECHNICIAN~~
CONSTRUCTION INSPECTOR
CONTRACTS SPECIALIST
DEPUTY CITY CLERK
~~DEVELOPMENT SERVICES TECHNICIAN~~
ENGINEERING TECHNICIAN I
ENGINEERING TECHNICIAN II
ENTERPRISE APPLICATIONS SUPPORT SPECIALIST
~~ENVIRONMENTAL PROGRAMS COORDINATOR~~
EQUIPMENT MECHANIC
EXECUTIVE ASSISTANT
FACILITIES MAINTENANCE TECHNICIAN I
FACILITIES MAINTENANCE TECHNICIAN II
~~FINANCIAL ANALYST~~
GYMNASTICS INSTRUCTOR

INFORMATION TECHNOLOGY SPECIALIST I
INFORMATION TECHNOLOGY SPECIALIST II
JUNIOR ENGINEER
~~LEAD COMMUNICATIONS OFFICER~~
LIBRARIAN I
LIBRARIAN II
LIBRARY ASSISTANT I
LIBRARY ASSISTANT II
LIBRARY ASSISTANT III
LIBRARY CLERK
LIBRARY PAGE
~~LITERACY ASSISTANT~~

~~MAINTENANCE I-BUILDING MAINTENANCE~~
MAINTENANCE WORKER I~~-PARKS~~
~~MAINTENANCE WORKER I-STREETS~~
~~MAINTENANCE WORKER I-TREES~~
~~MAINTENANCE I-WATER~~
~~MAINTENANCE II-BUILDING MAINTENANCE~~
MAINTENANCE WORKER II~~-PARKS~~
~~MAINTENANCE WORKER II-STREETS~~
~~MAINTENANCE WORKER II-TREES~~
~~MAINTENANCE III-BUILDING MAINTENANCE~~
~~MAINTENANCE WORKER III-PARKS~~
~~MAINTENANCE WORKER III-STREETS~~
~~MAINTENANCE WORKER III-TREES~~
~~MAINTENANCE III-WATER~~
MANAGEMENT ANALYST I
~~NIGHT CLERK~~
OFFICE ASSISTANT ~~I~~
~~OFFICE ASSISTANT II~~
~~OFFICE ASSISTANT III~~
PARKING ENFORCEMENT OFFICER
PERMIT TECHNICIAN
PLAN CHECK~~ER~~ ENGINEER
PLANNING TECHNICIAN
POLICE RECORDS ~~OFFICER~~SPECIALIST
~~POLICE RECORDS TRAINING OFFICER~~
PROGRAM AIDE/DRIVER
PROGRAM ASSISTANT
PROPERTY AND COURT ~~OFFICER~~SPECIALIST
RECREATION AIDE
RECREATION LEADER
RED LIGHT PHOTO ENFORCEMENT ~~FACILITATOR~~SPECIALIST
~~SECRETARY~~
SENIOR COMMUNICATIONS DISPATCHER
SENIOR ENGINEERING TECHNICIAN
SENIOR EQUIPMENT MECHANIC
SENIOR FACILITIES MAINTENANCE TECHNICIAN
~~SENIOR LIBRARY PAGE~~
SENIOR MAINTENANCE WORKER
SENIOR OFFICE ASSISTANT
SENIOR PLANNER
SENIOR POLICE RECORDS SPECIALIST
SENIOR PROGRAM ASSISTANT
SENIOR RECREATION LEADER
SENIOR SUSTAINABILITY SPECIALIST

SENIOR WATER SYSTEM OPERATOR
SUSTAINABILITY SPECIALIST
~~TEACHER'S AIDE~~
~~TRAFFIC ENGINEERING TECHNICIAN I~~
~~TRAFFIC ENGINEERING TECHNICIAN II~~
~~TRANSPORTATION DRIVER~~
~~TRANSPORTATION ENGINEER~~
TRANSPORTATION DEMAND MANAGEMENT COORDINATOR
WATER QUALITY ~~TECHNICIAN~~SPECIALIST
WATER ~~SERVICE WORKER~~ SYSTEM OPERATOR I
WATER SYSTEM OPERATOR II

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Accountant I	A	$ 77,631	$ 6,469	$ 2,986	$ 37.3225
	B	$ 81,513	$ 6,793	$ 3,135	$ 39.1890
	C	$ 85,589	$ 7,132	$ 3,292	$ 41.1485
	D	$ 89,868	$ 7,489	$ 3,456	$ 43.2060
	E	$ 94,362	$ 7,864	$ 3,629	$ 45.3665
Accountant II	A	$ 85,028	$ 7,086	$ 3,270	$ 40.8790
	B	$ 89,048	$ 7,421	$ 3,425	$ 42.8115
	C	$ 93,248	$ 7,771	$ 3,586	$ 44.8310
	D	$ 97,733	$ 8,144	$ 3,759	$ 46.9870
	E	$ 102,391	$ 8,533	$ 3,938	$ 49.2265
Accounting Assistant I	A	$ 55,051	$ 4,588	$ 2,117	$ 26.4670
	B	$ 57,661	$ 4,805	$ 2,218	$ 27.7215
	C	$ 60,323	$ 5,027	$ 2,320	$ 29.0015
	D	$ 63,142	$ 5,262	$ 2,429	$ 30.3565
	E	$ 66,063	$ 5,505	$ 2,541	$ 31.7610
Accounting Assistant II	A	$ 60,323	$ 5,027	$ 2,320	$ 29.0015
	B	$ 63,142	$ 5,262	$ 2,429	$ 30.3565
	C	$ 66,063	$ 5,505	$ 2,541	$ 31.7610
	D	$ 69,151	$ 5,763	$ 2,660	$ 33.2455
	E	$ 72,395	$ 6,033	$ 2,784	$ 34.8055
Administrative Assistant	A	$ 60,504	$ 5,042	$ 2,327	$ 29.0885
	B	$ 63,331	$ 5,278	$ 2,436	$ 30.4475
	C	$ 66,262	$ 5,522	$ 2,549	$ 31.8565
	D	$ 69,359	$ 5,780	$ 2,668	$ 33.3455
	E	$ 72,613	$ 6,051	$ 2,793	$ 34.9100
Assistant Engineer	A	$ 93,631	$ 7,803	$ 3,601	$ 45.0150
	B	$ 98,093	$ 8,174	$ 3,773	$ 47.1600
	C	$ 102,783	$ 8,565	$ 3,953	$ 49.4150
	D	$ 107,690	$ 8,974	$ 4,142	$ 51.7740
	E	$ 112,820	$ 9,402	$ 4,339	$ 54.2405
Assistant Planner	A	$ 84,834	$ 7,069	$ 3,263	$ 40.7855
	B	$ 88,823	$ 7,402	$ 3,416	$ 42.7035
	C	$ 93,081	$ 7,757	$ 3,580	$ 44.7505
	D	$ 97,517	$ 8,126	$ 3,751	$ 46.8830
	E	$ 102,175	$ 8,515	$ 3,930	$ 49.1225
Associate Civil Engineer	A	$ 105,062	$ 8,755	$ 4,041	$ 50.5105
	B	$ 110,091	$ 9,174	$ 4,234	$ 52.9285
	C	$ 115,339	$ 9,612	$ 4,436	$ 55.4515
	D	$ 120,911	$ 10,076	$ 4,650	$ 58.1305
	E	$ 126,769	$ 10,564	$ 4,876	$ 60.9465

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Associate Engineer	A	$ 99,284	$ 8,274	$ 3,819	$ 47.7325
	B	$ 104,036	$ 8,670	$ 4,001	$ 50.0175
	C	$ 108,996	$ 9,083	$ 4,192	$ 52.4020
	D	$ 114,262	$ 9,522	$ 4,395	$ 54.9335
	E	$ 119,797	$ 9,983	$ 4,608	$ 57.5945
Associate Planner	A	$ 93,081	$ 7,757	$ 3,580	$ 44.7505
	B	$ 97,517	$ 8,126	$ 3,751	$ 46.8830
	C	$ 102,175	$ 8,515	$ 3,930	$ 49.1225
	D	$ 107,064	$ 8,922	$ 4,118	$ 51.4730
	E	$ 112,188	$ 9,349	$ 4,315	$ 53.9365
Associate Transportation Engineer	A	$ 110,091	$ 9,174	$ 4,234	$ 52.9285
	B	$ 115,339	$ 9,612	$ 4,436	$ 55.4515
	C	$ 120,911	$ 10,076	$ 4,650	$ 58.1305
	D	$ 126,769	$ 10,564	$ 4,876	$ 60.9465
	E	$ 132,911	$ 11,076	$ 5,112	$ 63.8995
Building Custodian	A	$ 54,996	$ 4,583	$ 2,115	$ 26.4405
	B	$ 57,604	$ 4,800	$ 2,216	$ 27.6940
	C	$ 60,263	$ 5,022	$ 2,318	$ 28.9725
	D	$ 63,078	$ 5,257	$ 2,426	$ 30.3260
	E	$ 65,997	$ 5,500	$ 2,538	$ 31.7295
Building Inspector	A	$ 90,186	$ 7,515	$ 3,469	$ 43.3585
	B	$ 94,522	$ 7,877	$ 3,635	$ 45.4435
	C	$ 99,028	$ 8,252	$ 3,809	$ 47.6095
	D	$ 103,762	$ 8,647	$ 3,991	$ 49.8855
	E	$ 108,716	$ 9,060	$ 4,181	$ 52.2675
Child Care Teacher I	A	$ 49,210	$ 4,101	$ 1,893	$ 23.6585
	B	$ 51,442	$ 4,287	$ 1,979	$ 24.7315
	C	$ 53,771	$ 4,481	$ 2,068	$ 25.8515
	D	$ 56,221	$ 4,685	$ 2,162	$ 27.0295
	E	$ 58,881	$ 4,907	$ 2,265	$ 28.3080
Child Care Teacher II	A	$ 54,996	$ 4,583	$ 2,115	$ 26.4405
	B	$ 57,604	$ 4,800	$ 2,216	$ 27.6940
	C	$ 60,263	$ 5,022	$ 2,318	$ 28.9725
	D	$ 63,078	$ 5,257	$ 2,426	$ 30.3260
	E	$ 65,997	$ 5,500	$ 2,538	$ 31.7295
Child Care Teacher's Aide	A	$ 36,921	$ 3,077	$ 1,420	$ 17.7505
	B	$ 38,591	$ 3,216	$ 1,484	$ 18.5535
	C	$ 40,337	$ 3,361	$ 1,551	$ 19.3930
	D	$ 42,144	$ 3,512	$ 1,621	$ 20.2615
	E	$ 44,004	$ 3,667	$ 1,692	$ 21.1560

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Code Enforcement Officer	A	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	B	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	C	$ 85,080	$ 7,090	$ 3,272	$ 40.9040
	D	$ 89,173	$ 7,431	$ 3,430	$ 42.8715
	E	$ 93,422	$ 7,785	$ 3,593	$ 44.9145
Communications Dispatcher	A	$ 78,667	$ 6,556	$ 3,026	$ 37.8205
	B	$ 82,386	$ 6,865	$ 3,169	$ 39.6085
	C	$ 86,272	$ 7,189	$ 3,318	$ 41.4770
	D	$ 90,421	$ 7,535	$ 3,478	$ 43.4715
	E	$ 94,730	$ 7,894	$ 3,643	$ 45.5435
Communications Training Dispatcher	A	$ 82,386	$ 6,865	$ 3,169	$ 39.6085
	B	$ 86,272	$ 7,189	$ 3,318	$ 41.4770
	C	$ 90,421	$ 7,535	$ 3,478	$ 43.4715
	D	$ 94,730	$ 7,894	$ 3,643	$ 45.5435
	E	$ 99,260	$ 8,272	$ 3,818	$ 47.7210
Community Development Technician	A	$ 65,980	$ 5,498	$ 2,538	$ 31.7210
	B	$ 69,034	$ 5,753	$ 2,655	$ 33.1895
	C	$ 72,260	$ 6,022	$ 2,779	$ 34.7405
	D	$ 75,651	$ 6,304	$ 2,910	$ 36.3705
	E	$ 79,205	$ 6,600	$ 3,046	$ 38.0795
Community Service Officer	A	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	B	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	C	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	D	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	E	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
Construction Inspector	A	$ 85,080	$ 7,090	$ 3,272	$ 40.9040
	B	$ 89,173	$ 7,431	$ 3,430	$ 42.8715
	C	$ 93,422	$ 7,785	$ 3,593	$ 44.9145
	D	$ 97,889	$ 8,157	$ 3,765	$ 47.0620
	E	$ 102,563	$ 8,547	$ 3,945	$ 49.3090
Contracts Specialist	A	$ 68,124	$ 5,677	$ 2,620	$ 32.7520
	B	$ 71,327	$ 5,944	$ 2,743	$ 34.2920
	C	$ 74,630	$ 6,219	$ 2,870	$ 35.8800
	D	$ 78,173	$ 6,514	$ 3,007	$ 37.5830
	E	$ 81,925	$ 6,827	$ 3,151	$ 39.3870
Deputy City Clerk	A	$ 70,665	$ 5,889	$ 2,718	$ 33.9735
	B	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	C	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	D	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	E	$ 85,080	$ 7,090	$ 3,272	$ 40.9040

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Engineering Technician I	A	$ 70,922	$ 5,910	$ 2,728	$ 34.0970
	B	$ 74,206	$ 6,184	$ 2,854	$ 35.6760
	C	$ 77,729	$ 6,477	$ 2,990	$ 37.3695
	D	$ 81,459	$ 6,788	$ 3,133	$ 39.1630
	E	$ 85,310	$ 7,109	$ 3,281	$ 41.0145
Engineering Technician II	A	$ 79,507	$ 6,626	$ 3,058	$ 38.2245
	B	$ 83,248	$ 6,937	$ 3,202	$ 40.0230
	C	$ 87,162	$ 7,264	$ 3,352	$ 41.9050
	D	$ 91,341	$ 7,612	$ 3,513	$ 43.9140
	E	$ 95,694	$ 7,974	$ 3,681	$ 46.0065
Enterprise Applications Support Specialist	A	$ 93,078	$ 7,756	$ 3,580	$ 44.7490
	B	$ 97,554	$ 8,130	$ 3,752	$ 46.9010
	C	$ 102,204	$ 8,517	$ 3,931	$ 49.1365
	D	$ 107,091	$ 8,924	$ 4,119	$ 51.4860
	E	$ 112,204	$ 9,350	$ 4,316	$ 53.9440
Equipment Mechanic	A	$ 70,665	$ 5,889	$ 2,718	$ 33.9735
	B	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	C	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	D	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	E	$ 85,080	$ 7,090	$ 3,272	$ 40.9040
Executive Assistant	A	$ 69,082	$ 5,757	$ 2,657	$ 33.2125
	B	$ 72,324	$ 6,027	$ 2,782	$ 34.7710
	C	$ 75,721	$ 6,310	$ 2,912	$ 36.4045
	D	$ 79,283	$ 6,607	$ 3,049	$ 38.1170
	E	$ 83,012	$ 6,918	$ 3,193	$ 39.9095
Facilities Maintenance Technician I	A	$ 58,881	$ 4,907	$ 2,265	$ 28.3080
	B	$ 61,592	$ 5,133	$ 2,369	$ 29.6115
	C	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	D	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	E	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
Facilities Maintenance Technician II	A	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	B	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	C	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	D	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	E	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
Gymnastics Instructor	A	$ 39,397	$ 3,283	$ 1,515	$ 18.9410
	B	$ 41,180	$ 3,432	$ 1,584	$ 19.7980
	C	$ 43,039	$ 3,587	$ 1,655	$ 20.6920
	D	$ 44,960	$ 3,747	$ 1,729	$ 21.6155
	E	$ 47,028	$ 3,919	$ 1,809	$ 22.6095

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Information Technology Specialist I	A	$ 68,854	$ 5,738	$ 2,648	$ 33.10
		~~$ 67,109~~	~~$ 5,592~~	~~$ 2,581~~	~~$ 32.26~~
	B	$ 72,297	$ 6,025	$ 2,781	$ 34.76
		~~$ 70,465~~	~~$ 5,872~~	~~$ 2,710~~	~~$ 33.88~~
	C	$ 75,912	$ 6,326	$ 2,920	$ 36.50
		~~$ 73,989~~	~~$ 6,166~~	~~$ 2,846~~	~~$ 35.57~~
	D	$ 79,709	$ 6,642	$ 3,066	$ 38.32
		~~$ 77,689~~	~~$ 6,474~~	~~$ 2,988~~	~~$ 37.35~~
	E	$ 83,695	$ 6,975	$ 3,219	$ 40.24
		~~$ 81,574~~	~~$ 6,798~~	~~$ 3,137~~	~~$ 39.22~~
Information Technology Specialist II	A	$ 76,504	$ 6,375	$ 2,942	$ 36.78
		~~$ 74,565~~	~~$ 6,214~~	~~$ 2,868~~	~~$ 35.85~~
	B	$ 80,098	$ 6,675	$ 3,081	$ 38.51
		~~$ 78,069~~	~~$ 6,506~~	~~$ 3,003~~	~~$ 37.53~~
	C	$ 83,866	$ 6,989	$ 3,226	$ 40.32
		~~$ 81,741~~	~~$ 6,812~~	~~$ 3,144~~	~~$ 39.30~~
	D	$ 87,810	$ 7,317	$ 3,377	$ 42.22
		~~$ 85,585~~	~~$ 7,132~~	~~$ 3,292~~	~~$ 41.15~~
	E	$ 92,020	$ 7,668	$ 3,539	$ 44.24
		~~$ 89,689~~	~~$ 7,474~~	~~$ 3,450~~	~~$ 43.12~~
Junior Engineer	A	$ 75,532	$ 6,294	$ 2,905	$ 36.3135
	B	$ 79,308	$ 6,609	$ 3,050	$ 38.1290
	C	$ 83,274	$ 6,939	$ 3,203	$ 40.0355
	D	$ 87,438	$ 7,287	$ 3,363	$ 42.0375
	E	$ 91,810	$ 7,651	$ 3,531	$ 44.1395
Librarian I	A	$ 65,997	$ 5,500	$ 2,538	$ 31.7295
	B	$ 69,082	$ 5,757	$ 2,657	$ 33.2125
	C	$ 72,324	$ 6,027	$ 2,782	$ 34.7710
	D	$ 75,721	$ 6,310	$ 2,912	$ 36.4045
	E	$ 79,283	$ 6,607	$ 3,049	$ 38.1170
Librarian II	A	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	B	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	C	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	D	$ 85,080	$ 7,090	$ 3,272	$ 40.9040
	E	$ 89,173	$ 7,431	$ 3,430	$ 42.8715
Library Assistant I	A	$ 51,442	$ 4,287	$ 1,979	$ 24.7315
	B	$ 53,771	$ 4,481	$ 2,068	$ 25.8515
	C	$ 56,221	$ 4,685	$ 2,162	$ 27.0295
	D	$ 58,881	$ 4,907	$ 2,265	$ 28.3080
	E	$ 61,592	$ 5,133	$ 2,369	$ 29.6115

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Library Assistant II	A	$ 56,221	$ 4,685	$ 2,162	$ 27.0295
	B	$ 58,881	$ 4,907	$ 2,265	$ 28.3080
	C	$ 61,510	$ 5,126	$ 2,366	$ 29.5720
	D	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	E	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
Library Assistant III	A	$ 61,510	$ 5,126	$ 2,366	$ 29.5720
	B	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	C	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	D	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	E	$ 73,952	$ 6,163	$ 2,844	$ 35.5540
Library Clerk	A	$ 36,061	$ 3,005	$ 1,387	$ 17.3370
	B	$ 37,692	$ 3,141	$ 1,450	$ 18.1210
	C	$ 39,397	$ 3,283	$ 1,515	$ 18.9410
	D	$ 41,180	$ 3,432	$ 1,584	$ 19.7980
	E	$ 43,039	$ 3,587	$ 1,655	$ 20.6920
Maintenance Worker I	A	$ 56,221	$ 4,685	$ 2,162	$ 27.0295
	B	$ 58,881	$ 4,907	$ 2,265	$ 28.3080
	C	$ 61,510	$ 5,126	$ 2,366	$ 29.5720
	D	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	E	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
Maintenance Worker II	A	$ 61,510	$ 5,126	$ 2,366	$ 29.5720
	B	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	C	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	D	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	E	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
Management Analyst I	A	$ 81,443	$ 6,787	$ 3,132	$ 39.1555
	B	$ 85,516	$ 7,126	$ 3,289	$ 41.1135
	C	$ 89,793	$ 7,483	$ 3,454	$ 43.1695
	D	$ 94,282	$ 7,857	$ 3,626	$ 45.3280
	E	$ 98,997	$ 8,250	$ 3,808	$ 47.5945
Office Assistant	A	$ 50,522	$ 4,210	$ 1,943	$ 24.2895
	B	$ 52,826	$ 4,402	$ 2,032	$ 25.3970
	C	$ 55,217	$ 4,601	$ 2,124	$ 26.5465
	D	$ 57,833	$ 4,819	$ 2,224	$ 27.8045
	E	$ 60,504	$ 5,042	$ 2,327	$ 29.0885
Parking Enforcement Officer	A	$ 56,221	$ 4,685	$ 2,162	$ 27.0295
	B	$ 58,881	$ 4,907	$ 2,265	$ 28.3080
	C	$ 61,510	$ 5,126	$ 2,366	$ 29.5720
	D	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	E	$ 67,545	$ 5,629	$ 2,598	$ 32.4735

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Permit Technician	A	$ 65,980	$ 5,498	$ 2,538	$ 31.7210
	B	$ 69,033	$ 5,753	$ 2,655	$ 33.1890
	C	$ 72,260	$ 6,022	$ 2,779	$ 34.7405
	D	$ 75,651	$ 6,304	$ 2,910	$ 36.3705
	E	$ 79,204	$ 6,600	$ 3,046	$ 38.0790
Plan Check Engineer	A	$ 106,062	$ 8,839	$ 4,079	$ 50.9915
	B	$ 111,140	$ 9,262	$ 4,275	$ 53.4325
	C	$ 116,437	$ 9,703	$ 4,478	$ 55.9795
	D	$ 122,063	$ 10,172	$ 4,695	$ 58.6840
	E	$ 127,975	$ 10,665	$ 4,922	$ 61.5265
Planning Technician	A	$ 75,651	$ 6,304	$ 2,910	$ 36.3705
	B	$ 79,204	$ 6,600	$ 3,046	$ 38.0790
	C	$ 82,931	$ 6,911	$ 3,190	$ 39.8705
	D	$ 86,831	$ 7,236	$ 3,340	$ 41.7455
	E	$ 90,994	$ 7,583	$ 3,500	$ 43.7470
Police Records Specialist	A	$ 61,510	$ 5,126	$ 2,366	$ 29.5720
	B	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	C	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	D	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	E	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
Program Aide/Driver	A	$ 35,323	$ 2,944	$ 1,359	$ 16.9820
	B	$ 36,921	$ 3,077	$ 1,420	$ 17.7505
	C	$ 38,591	$ 3,216	$ 1,484	$ 18.5535
	D	$ 40,337	$ 3,361	$ 1,551	$ 19.3930
	E	$ 42,144	$ 3,512	$ 1,621	$ 20.2615
Program Assistant	A	$ 50,321	$ 4,193	$ 1,935	$ 24.1930
	B	$ 52,616	$ 4,385	$ 2,024	$ 25.2960
	C	$ 54,996	$ 4,583	$ 2,115	$ 26.4405
	D	$ 57,604	$ 4,800	$ 2,216	$ 27.6940
	E	$ 60,263	$ 5,022	$ 2,318	$ 28.9725
Property and Court Specialist	A	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	B	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	C	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	D	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	E	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
Recreation Aide	A	$ 33,794	$ 2,816	$ 1,300	$ 16.2470
	B	$ 35,323	$ 2,944	$ 1,359	$ 16.9820
	C	$ 36,921	$ 3,077	$ 1,420	$ 17.7505
	D	$ 38,591	$ 3,216	$ 1,484	$ 18.5535
	E	$ 40,337	$ 3,361	$ 1,551	$ 19.3930

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Recreation Leader	A	$ 26,454	$ 2,205	$ 1,017	$ 12.7185
	B	$ 27,649	$ 2,304	$ 1,063	$ 13.2930
	C	$ 28,902	$ 2,408	$ 1,112	$ 13.8950
	D	$ 30,210	$ 2,517	$ 1,162	$ 14.5240
	E	$ 31,578	$ 2,631	$ 1,215	$ 15.1815
Red Light Photo Enforcement Specialist	A	$ 72,324	$ 6,027	$ 2,782	$ 34.7710
	B	$ 75,721	$ 6,310	$ 2,912	$ 36.4045
	C	$ 79,283	$ 6,607	$ 3,049	$ 38.1170
	D	$ 83,012	$ 6,918	$ 3,193	$ 39.9095
	E	$ 86,992	$ 7,249	$ 3,346	$ 41.8230
Senior Communications Dispatcher	A	$ 86,272	$ 7,189	$ 3,318	$ 41.4770
	B	$ 90,421	$ 7,535	$ 3,478	$ 43.4715
	C	$ 94,730	$ 7,894	$ 3,643	$ 45.5435
	D	$ 99,260	$ 8,272	$ 3,818	$ 47.7210
	E	$ 103,998	$ 8,666	$ 4,000	$ 49.9990
Senior Engineering Technician	A	$ 85,310	$ 7,109	$ 3,281	$ 41.0145
	B	$ 89,335	$ 7,445	$ 3,436	$ 42.9495
	C	$ 93,631	$ 7,803	$ 3,601	$ 45.0150
	D	$ 98,093	$ 8,174	$ 3,773	$ 47.1600
	E	$ 102,783	$ 8,565	$ 3,953	$ 49.4150
Senior Equipment Mechanic	A	$ 77,749	$ 6,479	$ 2,990	$ 37.3795
	B	$ 81,542	$ 6,795	$ 3,136	$ 39.2030
	C	$ 85,378	$ 7,115	$ 3,284	$ 41.0470
	D	$ 89,332	$ 7,444	$ 3,436	$ 42.9480
	E	$ 93,571	$ 7,798	$ 3,599	$ 44.9860
Senior Facilities Maintenance Technician	A	$ 70,665	$ 5,889	$ 2,718	$ 33.9735
	B	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	C	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	D	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	E	$ 85,080	$ 7,090	$ 3,272	$ 40.9040
Senior Library Page	A	$ 36,061	$ 3,005	$ 1,387	$ 17.3370
	B	$ 37,692	$ 3,141	$ 1,450	$ 18.1210
	C	$ 39,397	$ 3,283	$ 1,515	$ 18.9410
	D	$ 41,180	$ 3,432	$ 1,584	$ 19.7980
	E	$ 43,039	$ 3,587	$ 1,655	$ 20.6920
Senior Maintenance Worker	A	$ 70,665	$ 5,889	$ 2,718	$ 33.9735
	B	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	C	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	D	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	E	$ 85,080	$ 7,090	$ 3,272	$ 40.9040

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Senior Office Assistant	A	$ 55,217	$ 4,601	$ 2,124	$ 26.5465
	B	$ 57,833	$ 4,819	$ 2,224	$ 27.8045
	C	$ 60,504	$ 5,042	$ 2,327	$ 29.0885
	D	$ 63,331	$ 5,278	$ 2,436	$ 30.4475
	E	$ 66,262	$ 5,522	$ 2,549	$ 31.8565
Senior Planner	A	$ 102,175	$ 8,515	$ 3,930	$ 49.1225
	B	$ 107,064	$ 8,922	$ 4,118	$ 51.4730
	C	$ 112,188	$ 9,349	$ 4,315	$ 53.9365
	D	$ 117,536	$ 9,795	$ 4,521	$ 56.5075
	E	$ 123,214	$ 10,268	$ 4,739	$ 59.2375
Senior Police Records Specialist	A	$ 64,511	$ 5,376	$ 2,481	$ 31.0150
	B	$ 67,545	$ 5,629	$ 2,598	$ 32.4735
	C	$ 70,673	$ 5,889	$ 2,718	$ 33.9775
	D	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	E	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
Senior Program Assistant	A	$ 61,112	$ 5,093	$ 2,350	$ 29.3810
	B	$ 63,968	$ 5,331	$ 2,460	$ 30.7540
	C	$ 66,971	$ 5,581	$ 2,576	$ 32.1975
	D	$ 70,117	$ 5,843	$ 2,697	$ 33.7100
	E	$ 73,416	$ 6,118	$ 2,824	$ 35.2960
Senior Recreation Leader	A	$ 31,578	$ 2,631	$ 1,215	$ 15.1815
	B	$ 33,005	$ 2,750	$ 1,269	$ 15.8680
	C	$ 34,500	$ 2,875	$ 1,327	$ 16.5865
	D	$ 36,061	$ 3,005	$ 1,387	$ 17.3370
	E	$ 37,692	$ 3,141	$ 1,450	$ 18.1210
Senior Sustainability Specialist	A	$ 76,640	$ 6,387	$ 2,948	$ 36.8460
	B	$ 80,306	$ 6,692	$ 3,089	$ 38.6085
	C	$ 84,150	$ 7,012	$ 3,237	$ 40.4565
	D	$ 88,161	$ 7,347	$ 3,391	$ 42.3850
	E	$ 92,420	$ 7,702	$ 3,555	$ 44.4325
Senior Water System Operator	A	$ 70,665	$ 5,889	$ 2,718	$ 33.9735
	B	$ 74,027	$ 6,169	$ 2,847	$ 35.5900
	C	$ 77,581	$ 6,465	$ 2,984	$ 37.2985
	D	$ 81,248	$ 6,771	$ 3,125	$ 39.0615
	E	$ 85,080	$ 7,090	$ 3,272	$ 40.9040
Sustainability Specialist	A	$ 65,997	$ 5,500	$ 2,538	$ 31.7295
	B	$ 69,082	$ 5,757	$ 2,657	$ 33.2125
	C	$ 72,324	$ 6,027	$ 2,782	$ 34.7710
	D	$ 75,721	$ 6,310	$ 2,912	$ 36.4045
	E	$ 79,283	$ 6,607	$ 3,049	$ 38.1170

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Transportation Demand Management Coordinator	A	$ 86,992	$ 7,249	$ 3,346	$ 41.8230
	B	$ 91,136	$ 7,595	$ 3,505	$ 43.8155
	C	$ 95,491	$ 7,958	$ 3,673	$ 45.9090
	D	$ 100,059	$ 8,338	$ 3,848	$ 48.1055
	E	$ 104,849	$ 8,737	$ 4,033	$ 50.4080
Water Quality Specialist	A	$ 75,721	$ 6,310	$ 2,912	$ 36.4045
	B	$ 79,283	$ 6,607	$ 3,049	$ 38.1170
	C	$ 83,012	$ 6,918	$ 3,193	$ 39.9095
	D	$ 86,992	$ 7,249	$ 3,346	$ 41.8230
	E	$ 91,136	$ 7,595	$ 3,505	$ 43.8155
Water System Operator I	A	$ 60,249	$ 5,021	$ 2,317	$ 28.9659
	B	$ 62,948	$ 5,246	$ 2,421	$ 30.2635
	C	$ 65,740	$ 5,478	$ 2,528	$ 31.6059
	D	$ 68,988	$ 5,749	$ 2,653	$ 33.1674
	E	$ 72,199	$ 6,017	$ 2,777	$ 34.7112
Water System Operator II	A	$ 65,916	$ 5,493	$ 2,535	$ 31.6905
	B	$ 68,968	$ 5,747	$ 2,653	$ 33.1575
	C	$ 72,191	$ 6,016	$ 2,777	$ 34.7070
	D	$ 75,578	$ 6,298	$ 2,907	$ 36.3355
	E	$ 79,128	$ 6,594	$ 3,043	$ 38.0425

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019

Classification Title	Step	Annual	Monthly	Bi-weekly	Hourly
Accountant I	A	$ 79,960	$ 6,663	$ 3,075	$ 38.4422
	B	$ 83,959	$ 6,997	$ 3,229	$ 40.3647
	C	$ 88,157	$ 7,346	$ 3,391	$ 42.3830
	D	$ 92,565	$ 7,714	$ 3,560	$ 44.5022
	E	$ 97,193	$ 8,099	$ 3,738	$ 46.7275
Accountant II	A	$ 87,579	$ 7,298	$ 3,368	$ 42.1054
	B	$ 91,719	$ 7,643	$ 3,528	$ 44.0958
	C	$ 96,046	$ 8,004	$ 3,694	$ 46.1759
	D	$ 100,665	$ 8,389	$ 3,872	$ 48.3966
	E	$ 105,463	$ 8,789	$ 4,056	$ 50.7033
Accounting Assistant I	A	$ 56,703	$ 4,725	$ 2,181	$ 27.2610
	B	$ 59,391	$ 4,949	$ 2,284	$ 28.5531
	C	$ 62,133	$ 5,178	$ 2,390	$ 29.8715
	D	$ 65,036	$ 5,420	$ 2,501	$ 31.2672
	E	$ 68,045	$ 5,670	$ 2,617	$ 32.7138
Accounting Assistant II	A	$ 62,133	$ 5,178	$ 2,390	$ 29.8715
	B	$ 65,036	$ 5,420	$ 2,501	$ 31.2672
	C	$ 68,045	$ 5,670	$ 2,617	$ 32.7138
	D	$ 71,225	$ 5,935	$ 2,739	$ 34.2429
	E	$ 74,567	$ 6,214	$ 2,868	$ 35.8497
Administrative Assistant	A	$ 62,319	$ 5,193	$ 2,397	$ 29.9612
	B	$ 65,231	$ 5,436	$ 2,509	$ 31.3609
	C	$ 68,249	$ 5,687	$ 2,625	$ 32.8122
	D	$ 71,439	$ 5,953	$ 2,748	$ 34.3459
	E	$ 74,791	$ 6,233	$ 2,877	$ 35.9573
Assistant Engineer	A	$ 96,440	$ 8,037	$ 3,709	$ 46.3655
	B	$ 101,036	$ 8,420	$ 3,886	$ 48.5748
	C	$ 105,867	$ 8,822	$ 4,072	$ 50.8975
	D	$ 110,921	$ 9,243	$ 4,266	$ 53.3272
	E	$ 116,205	$ 9,684	$ 4,469	$ 55.8677
Assistant Planner	A	$ 87,379	$ 7,282	$ 3,361	$ 42.0091
	B	$ 91,488	$ 7,624	$ 3,519	$ 43.9846
	C	$ 95,873	$ 7,989	$ 3,687	$ 46.0930
	D	$ 100,442	$ 8,370	$ 3,863	$ 48.2895
	E	$ 105,240	$ 8,770	$ 4,048	$ 50.5962
Associate Civil Engineer	A	$ 108,214	$ 9,018	$ 4,162	$ 52.0258
	B	$ 113,394	$ 9,450	$ 4,361	$ 54.5164
	C	$ 118,799	$ 9,900	$ 4,569	$ 57.1150
	D	$ 124,539	$ 10,378	$ 4,790	$ 59.8744
	E	$ 130,572	$ 10,881	$ 5,022	$ 62.7749

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Associate Engineer	A	$ 102,262	$ 8,522	$ 3,933	$ 49.1645
	B	$ 107,157	$ 8,930	$ 4,121	$ 51.5180
	C	$ 112,266	$ 9,356	$ 4,318	$ 53.9741
	D	$ 117,690	$ 9,807	$ 4,527	$ 56.5815
	E	$ 123,390	$ 10,283	$ 4,746	$ 59.3223
Associate Planner	A	$ 95,873	$ 7,989	$ 3,687	$ 46.0930
	B	$ 100,442	$ 8,370	$ 3,863	$ 48.2895
	C	$ 105,240	$ 8,770	$ 4,048	$ 50.5962
	D	$ 110,276	$ 9,190	$ 4,241	$ 53.0172
	E	$ 115,554	$ 9,629	$ 4,444	$ 55.5546
Associate Transportation Engineer	A	$ 113,394	$ 9,450	$ 4,361	$ 54.5164
	B	$ 118,799	$ 9,900	$ 4,569	$ 57.1150
	C	$ 124,539	$ 10,378	$ 4,790	$ 59.8744
	D	$ 130,572	$ 10,881	$ 5,022	$ 62.7749
	E	$ 136,898	$ 11,408	$ 5,265	$ 65.8165
Building Custodian	A	$ 56,646	$ 4,721	$ 2,179	$ 27.2337
	B	$ 59,332	$ 4,944	$ 2,282	$ 28.5248
	C	$ 62,071	$ 5,173	$ 2,387	$ 29.8417
	D	$ 64,970	$ 5,414	$ 2,499	$ 31.2358
	E	$ 67,977	$ 5,665	$ 2,615	$ 32.6814
Building Inspector	A	$ 92,891	$ 7,741	$ 3,573	$ 44.6593
	B	$ 97,358	$ 8,113	$ 3,745	$ 46.8068
	C	$ 101,999	$ 8,500	$ 3,923	$ 49.0378
	D	$ 106,875	$ 8,906	$ 4,111	$ 51.3821
	E	$ 111,978	$ 9,331	$ 4,307	$ 53.8355
Child Care Teacher I	A	$ 50,686	$ 4,224	$ 1,949	$ 24.3683
	B	$ 52,985	$ 4,415	$ 2,038	$ 25.4734
	C	$ 55,384	$ 4,615	$ 2,130	$ 26.6270
	D	$ 57,908	$ 4,826	$ 2,227	$ 27.8404
	E	$ 60,647	$ 5,054	$ 2,333	$ 29.1572
Child Care Teacher II	A	$ 56,646	$ 4,721	$ 2,179	$ 27.2337
	B	$ 59,332	$ 4,944	$ 2,282	$ 28.5248
	C	$ 62,071	$ 5,173	$ 2,387	$ 29.8417
	D	$ 64,970	$ 5,414	$ 2,499	$ 31.2358
	E	$ 67,977	$ 5,665	$ 2,615	$ 32.6814
Child Care Teacher's Aide	A	$ 38,029	$ 3,169	$ 1,463	$ 18.2830
	B	$ 39,749	$ 3,312	$ 1,529	$ 19.1101
	C	$ 41,548	$ 3,462	$ 1,598	$ 19.9748
	D	$ 43,408	$ 3,617	$ 1,670	$ 20.8693
	E	$ 45,325	$ 3,777	$ 1,743	$ 21.7907

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Code Enforcement Officer	A	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	B	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	C	$ 87,633	$ 7,303	$ 3,370	$ 42.1311
	D	$ 91,848	$ 7,654	$ 3,533	$ 44.1576
	E	$ 96,225	$ 8,019	$ 3,701	$ 46.2619
Communications Dispatcher	A	$ 81,027	$ 6,752	$ 3,116	$ 38.9551
	B	$ 84,857	$ 7,071	$ 3,264	$ 40.7968
	C	$ 88,860	$ 7,405	$ 3,418	$ 42.7213
	D	$ 93,133	$ 7,761	$ 3,582	$ 44.7756
	E	$ 97,572	$ 8,131	$ 3,753	$ 46.9098
Communications Training Dispatcher	A	$ 84,857	$ 7,071	$ 3,264	$ 40.7968
	B	$ 88,860	$ 7,405	$ 3,418	$ 42.7213
	C	$ 93,133	$ 7,761	$ 3,582	$ 44.7756
	D	$ 97,572	$ 8,131	$ 3,753	$ 46.9098
	E	$ 102,237	$ 8,520	$ 3,932	$ 49.1526
Community Development Technician	A	$ 67,959	$ 5,663	$ 2,614	$ 32.6726
	B	$ 71,105	$ 5,925	$ 2,735	$ 34.1852
	C	$ 74,428	$ 6,202	$ 2,863	$ 35.7827
	D	$ 77,920	$ 6,493	$ 2,997	$ 37.4616
	E	$ 81,582	$ 6,798	$ 3,138	$ 39.2219
Community Service Officer	A	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	B	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	C	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	D	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	E	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
Construction Inspector	A	$ 87,633	$ 7,303	$ 3,370	$ 42.1311
	B	$ 91,848	$ 7,654	$ 3,533	$ 44.1576
	C	$ 96,225	$ 8,019	$ 3,701	$ 46.2619
	D	$ 100,826	$ 8,402	$ 3,878	$ 48.4739
	E	$ 105,640	$ 8,803	$ 4,063	$ 50.7883
Contracts Specialist	A	$ 70,168	$ 5,847	$ 2,699	$ 33.7346
	B	$ 73,467	$ 6,122	$ 2,826	$ 35.3208
	C	$ 76,869	$ 6,406	$ 2,957	$ 36.9564
	D	$ 80,518	$ 6,710	$ 3,097	$ 38.7105
	E	$ 84,383	$ 7,032	$ 3,245	$ 40.5686
Deputy City Clerk	A	$ 72,785	$ 6,065	$ 2,799	$ 34.9927
	B	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	C	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	D	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	E	$ 87,633	$ 7,303	$ 3,370	$ 42.1311

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Engineering Technician I	A	$ 73,049	$ 6,087	$ 2,810	$ 35.1199
	B	$ 76,432	$ 6,369	$ 2,940	$ 36.7463
	C	$ 80,060	$ 6,672	$ 3,079	$ 38.4906
	D	$ 83,903	$ 6,992	$ 3,227	$ 40.3379
	E	$ 87,869	$ 7,322	$ 3,380	$ 42.2449
Engineering Technician II	A	$ 81,892	$ 6,824	$ 3,150	$ 39.3712
	B	$ 85,745	$ 7,145	$ 3,298	$ 41.2237
	C	$ 89,777	$ 7,481	$ 3,453	$ 43.1622
	D	$ 94,081	$ 7,840	$ 3,619	$ 45.2314
	E	$ 98,564	$ 8,214	$ 3,791	$ 47.3867
Enterprise Applications Support Specialist	A	$ 95,870	$ 7,989	$ 3,687	$ 46.0915
	B	$ 100,481	$ 8,373	$ 3,865	$ 48.3080
	C	$ 105,270	$ 8,773	$ 4,049	$ 50.6106
	D	$ 110,304	$ 9,192	$ 4,242	$ 53.0306
	E	$ 115,570	$ 9,631	$ 4,445	$ 55.5623
Equipment Mechanic	A	$ 72,785	$ 6,065	$ 2,799	$ 34.9927
	B	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	C	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	D	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	E	$ 87,633	$ 7,303	$ 3,370	$ 42.1311
Executive Assistant	A	$ 71,154	$ 5,930	$ 2,737	$ 34.2089
	B	$ 74,493	$ 6,208	$ 2,865	$ 35.8141
	C	$ 77,993	$ 6,499	$ 3,000	$ 37.4966
	D	$ 81,662	$ 6,805	$ 3,141	$ 39.2605
	E	$ 85,502	$ 7,125	$ 3,289	$ 41.1068
Facilities Maintenance Technician I	A	$ 60,647	$ 5,054	$ 2,333	$ 29.1572
	B	$ 63,440	$ 5,287	$ 2,440	$ 30.4998
	C	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	D	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	E	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
Facilities Maintenance Technician II	A	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	B	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	C	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	D	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	E	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
Gymnastics Instructor	A	$ 40,579	$ 3,382	$ 1,561	$ 19.5092
	B	$ 42,415	$ 3,535	$ 1,631	$ 20.3919
	C	$ 44,331	$ 3,694	$ 1,705	$ 21.3128
	D	$ 46,309	$ 3,859	$ 1,781	$ 22.2640
	E	$ 48,439	$ 4,037	$ 1,863	$ 23.2878

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019

Classification Title	Step	Annual	Monthly	Bi-weekly	Hourly
Information Technology Specialist I	A	$ 70,920	$ 5,910	$ 2,728	$ 34.0959
		~~$ 69,122~~	~~$ 5,760~~	~~$ 2,659~~	~~$ 33.2319~~
	B	$ 74,466	$ 6,206	$ 2,864	$ 35.8011
		~~$ 72,579~~	~~$ 6,048~~	~~$ 2,792~~	~~$ 34.8938~~
	C	$ 78,190	$ 6,516	$ 3,007	$ 37.5912
		~~$ 76,208~~	~~$ 6,351~~	~~$ 2,931~~	~~$ 36.6386~~
	D	$ 82,100	$ 6,842	$ 3,158	$ 39.4713
		~~$ 80,020~~	~~$ 6,668~~	~~$ 3,078~~	~~$ 38.4710~~
	E	$ 86,206	$ 7,184	$ 3,316	$ 41.4453
		~~$ 84,022~~	~~$ 7,002~~	~~$ 3,232~~	~~$ 40.3951~~
Information Technology Specialist II	A	$ 78,799	$ 6,567	$ 3,031	$ 37.8840
		~~$ 76,802~~	~~$ 6,400~~	~~$ 2,954~~	~~$ 36.9240~~
	B	$ 82,501	$ 6,875	$ 3,173	$ 39.6641
		~~$ 80,411~~	~~$ 6,701~~	~~$ 3,093~~	~~$ 38.6590~~
	C	$ 86,382	$ 7,199	$ 3,322	$ 41.5299
		~~$ 84,193~~	~~$ 7,016~~	~~$ 3,238~~	~~$ 40.4775~~
	D	$ 90,444	$ 7,537	$ 3,479	$ 43.4828
		~~$ 88,152~~	~~$ 7,346~~	~~$ 3,390~~	~~$ 42.3809~~
	E	$ 94,781	$ 7,898	$ 3,645	$ 45.5678
		~~$ 92,379~~	~~$ 7,698~~	~~$ 3,553~~	~~$ 44.4131~~
Junior Engineer	A	$ 77,798	$ 6,483	$ 2,992	$ 37.4029
	B	$ 81,688	$ 6,807	$ 3,142	$ 39.2729
	C	$ 85,772	$ 7,148	$ 3,299	$ 41.2366
	D	$ 90,061	$ 7,505	$ 3,464	$ 43.2986
	E	$ 94,564	$ 7,880	$ 3,637	$ 45.4637
Librarian I	A	$ 67,977	$ 5,665	$ 2,615	$ 32.6814
	B	$ 71,154	$ 5,930	$ 2,737	$ 34.2089
	C	$ 74,493	$ 6,208	$ 2,865	$ 35.8141
	D	$ 77,993	$ 6,499	$ 3,000	$ 37.4966
	E	$ 81,662	$ 6,805	$ 3,141	$ 39.2605
Librarian II	A	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	B	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	C	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	D	$ 87,633	$ 7,303	$ 3,370	$ 42.1311
	E	$ 91,848	$ 7,654	$ 3,533	$ 44.1576
Library Assistant I	A	$ 52,985	$ 4,415	$ 2,038	$ 25.4734
	B	$ 55,384	$ 4,615	$ 2,130	$ 26.6270
	C	$ 57,908	$ 4,826	$ 2,227	$ 27.8404
	D	$ 60,647	$ 5,054	$ 2,333	$ 29.1572
	E	$ 63,440	$ 5,287	$ 2,440	$ 30.4998

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Library Assistant II	A	$ 57,908	$ 4,826	$ 2,227	$ 27.8404
	B	$ 60,647	$ 5,054	$ 2,333	$ 29.1572
	C	$ 63,355	$ 5,280	$ 2,437	$ 30.4592
	D	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	E	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
Library Assistant III	A	$ 63,355	$ 5,280	$ 2,437	$ 30.4592
	B	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	C	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	D	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	E	$ 76,171	$ 6,348	$ 2,930	$ 36.6206
Library Clerk	A	$ 37,143	$ 3,095	$ 1,429	$ 17.8571
	B	$ 38,822	$ 3,235	$ 1,493	$ 18.6646
	C	$ 40,579	$ 3,382	$ 1,561	$ 19.5092
	D	$ 42,415	$ 3,535	$ 1,631	$ 20.3919
	E	$ 44,331	$ 3,694	$ 1,705	$ 21.3128
Maintenance Worker I	A	$ 57,908	$ 4,826	$ 2,227	$ 27.8404
	B	$ 60,647	$ 5,054	$ 2,333	$ 29.1572
	C	$ 63,355	$ 5,280	$ 2,437	$ 30.4592
	D	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	E	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
Maintenance Worker II	A	$ 63,355	$ 5,280	$ 2,437	$ 30.4592
	B	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	C	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	D	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	E	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
Management Analyst I	A	$ 83,887	$ 6,991	$ 3,226	$ 40.3302
	B	$ 88,082	$ 7,340	$ 3,388	$ 42.3469
	C	$ 92,486	$ 7,707	$ 3,557	$ 44.4646
	D	$ 97,111	$ 8,093	$ 3,735	$ 46.6878
	E	$ 101,966	$ 8,497	$ 3,922	$ 49.0223
Office Assistant	A	$ 52,038	$ 4,336	$ 2,001	$ 25.0182
	B	$ 54,411	$ 4,534	$ 2,093	$ 26.1589
	C	$ 56,873	$ 4,739	$ 2,187	$ 27.3429
	D	$ 59,568	$ 4,964	$ 2,291	$ 28.6386
	E	$ 62,319	$ 5,193	$ 2,397	$ 29.9612
Parking Enforcement Officer	A	$ 57,908	$ 4,826	$ 2,227	$ 27.8404
	B	$ 60,647	$ 5,054	$ 2,333	$ 29.1572
	C	$ 63,355	$ 5,280	$ 2,437	$ 30.4592
	D	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	E	$ 69,571	$ 5,798	$ 2,676	$ 33.4477

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Permit Technician	A	$ 67,959	$ 5,663	$ 2,614	$ 32.6726
	B	$ 71,104	$ 5,925	$ 2,735	$ 34.1847
	C	$ 74,428	$ 6,202	$ 2,863	$ 35.7827
	D	$ 77,920	$ 6,493	$ 2,997	$ 37.4616
	E	$ 81,580	$ 6,798	$ 3,138	$ 39.2214
Plan Check Engineer	A	$ 109,244	$ 9,104	$ 4,202	$ 52.5212
	B	$ 114,474	$ 9,539	$ 4,403	$ 55.0355
	C	$ 119,930	$ 9,994	$ 4,613	$ 57.6589
	D	$ 125,725	$ 10,477	$ 4,836	$ 60.4445
	E	$ 131,814	$ 10,985	$ 5,070	$ 63.3723
Planning Technician	A	$ 77,920	$ 6,493	$ 2,997	$ 37.4616
	B	$ 81,580	$ 6,798	$ 3,138	$ 39.2214
	C	$ 85,419	$ 7,118	$ 3,285	$ 41.0666
	D	$ 89,436	$ 7,453	$ 3,440	$ 42.9979
	E	$ 93,724	$ 7,810	$ 3,605	$ 45.0594
Police Records Specialist	A	$ 63,355	$ 5,280	$ 2,437	$ 30.4592
	B	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	C	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	D	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	E	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
Program Aide/Driver	A	$ 36,382	$ 3,032	$ 1,399	$ 17.4915
	B	$ 38,029	$ 3,169	$ 1,463	$ 18.2830
	C	$ 39,749	$ 3,312	$ 1,529	$ 19.1101
	D	$ 41,548	$ 3,462	$ 1,598	$ 19.9748
	E	$ 43,408	$ 3,617	$ 1,670	$ 20.8693
Program Assistant	A	$ 51,831	$ 4,319	$ 1,994	$ 24.9188
	B	$ 54,194	$ 4,516	$ 2,084	$ 26.0549
	C	$ 56,646	$ 4,721	$ 2,179	$ 27.2337
	D	$ 59,332	$ 4,944	$ 2,282	$ 28.5248
	E	$ 62,071	$ 5,173	$ 2,387	$ 29.8417
Property and Court Specialist	A	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	B	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	C	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	D	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	E	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
Recreation Aide	A	$ 34,808	$ 2,901	$ 1,339	$ 16.7344
	B	$ 36,382	$ 3,032	$ 1,399	$ 17.4915
	C	$ 38,029	$ 3,169	$ 1,463	$ 18.2830
	D	$ 39,749	$ 3,312	$ 1,529	$ 19.1101
	E	$ 41,548	$ 3,462	$ 1,598	$ 19.9748

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Recreation Leader	A	$ 27,248	$ 2,271	$ 1,048	$ 13.1001
	B	$ 28,479	$ 2,373	$ 1,095	$ 13.6918
	C	$ 29,769	$ 2,481	$ 1,145	$ 14.3119
	D	$ 31,116	$ 2,593	$ 1,197	$ 14.9597
	E	$ 32,525	$ 2,710	$ 1,251	$ 15.6369
Red Light Photo Enforcement Specialist	A	$ 74,493	$ 6,208	$ 2,865	$ 35.8141
	B	$ 77,993	$ 6,499	$ 3,000	$ 37.4966
	C	$ 81,662	$ 6,805	$ 3,141	$ 39.2605
	D	$ 85,502	$ 7,125	$ 3,289	$ 41.1068
	E	$ 89,602	$ 7,467	$ 3,446	$ 43.0777
Senior Communications Dispatcher	A	$ 88,860	$ 7,405	$ 3,418	$ 42.7213
	B	$ 93,133	$ 7,761	$ 3,582	$ 44.7756
	C	$ 97,572	$ 8,131	$ 3,753	$ 46.9098
	D	$ 102,237	$ 8,520	$ 3,932	$ 49.1526
	E	$ 107,118	$ 8,926	$ 4,120	$ 51.4990
Senior Engineering Technician	A	$ 87,869	$ 7,322	$ 3,380	$ 42.2449
	B	$ 92,015	$ 7,668	$ 3,539	$ 44.2380
	C	$ 96,440	$ 8,037	$ 3,709	$ 46.3655
	D	$ 101,036	$ 8,420	$ 3,886	$ 48.5748
	E	$ 105,867	$ 8,822	$ 4,072	$ 50.8975
Senior Equipment Mechanic	A	$ 80,082	$ 6,673	$ 3,080	$ 38.5009
	B	$ 83,989	$ 6,999	$ 3,230	$ 40.3791
	C	$ 87,939	$ 7,328	$ 3,382	$ 42.2784
	D	$ 92,012	$ 7,668	$ 3,539	$ 44.2364
	E	$ 96,378	$ 8,032	$ 3,707	$ 46.3356
Senior Facilities Maintenance Technician	A	$ 72,785	$ 6,065	$ 2,799	$ 34.9927
	B	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	C	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	D	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	E	$ 87,633	$ 7,303	$ 3,370	$ 42.1311
Senior Library Page	A	$ 37,143	$ 3,095	$ 1,429	$ 17.8571
	B	$ 38,822	$ 3,235	$ 1,493	$ 18.6646
	C	$ 40,579	$ 3,382	$ 1,561	$ 19.5092
	D	$ 42,415	$ 3,535	$ 1,631	$ 20.3919
	E	$ 44,331	$ 3,694	$ 1,705	$ 21.3128
Senior Maintenance Worker	A	$ 72,785	$ 6,065	$ 2,799	$ 34.9927
	B	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	C	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	D	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	E	$ 87,633	$ 7,303	$ 3,370	$ 42.1311

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Senior Office Assistant	A	$ 56,873	$ 4,739	$ 2,187	$ 27.3429
	B	$ 59,568	$ 4,964	$ 2,291	$ 28.6386
	C	$ 62,319	$ 5,193	$ 2,397	$ 29.9612
	D	$ 65,231	$ 5,436	$ 2,509	$ 31.3609
	E	$ 68,249	$ 5,687	$ 2,625	$ 32.8122
Senior Planner	A	$ 105,240	$ 8,770	$ 4,048	$ 50.5962
	B	$ 110,276	$ 9,190	$ 4,241	$ 53.0172
	C	$ 115,554	$ 9,629	$ 4,444	$ 55.5546
	D	$ 121,062	$ 10,088	$ 4,656	$ 58.2027
	E	$ 126,910	$ 10,576	$ 4,881	$ 61.0146
Senior Police Records Specialist	A	$ 66,447	$ 5,537	$ 2,556	$ 31.9455
	B	$ 69,571	$ 5,798	$ 2,676	$ 33.4477
	C	$ 72,793	$ 6,066	$ 2,800	$ 34.9968
	D	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	E	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
Senior Program Assistant	A	$ 62,946	$ 5,245	$ 2,421	$ 30.2624
	B	$ 65,887	$ 5,491	$ 2,534	$ 31.6766
	C	$ 68,980	$ 5,748	$ 2,653	$ 33.1634
	D	$ 72,220	$ 6,018	$ 2,778	$ 34.7213
	E	$ 75,618	$ 6,302	$ 2,908	$ 36.3549
Senior Recreation Leader	A	$ 32,525	$ 2,710	$ 1,251	$ 15.6369
	B	$ 33,996	$ 2,833	$ 1,308	$ 16.3440
	C	$ 35,535	$ 2,961	$ 1,367	$ 17.0841
	D	$ 37,143	$ 3,095	$ 1,429	$ 17.8571
	E	$ 38,822	$ 3,235	$ 1,493	$ 18.6646
Senior Sustainability Specialist	A	$ 78,939	$ 6,578	$ 3,036	$ 37.9514
	B	$ 82,715	$ 6,893	$ 3,181	$ 39.7668
	C	$ 86,674	$ 7,223	$ 3,334	$ 41.6702
	D	$ 90,806	$ 7,567	$ 3,493	$ 43.6566
	E	$ 95,192	$ 7,933	$ 3,661	$ 45.7655
Senior Water System Operator	A	$ 72,785	$ 6,065	$ 2,799	$ 34.9927
	B	$ 76,248	$ 6,354	$ 2,933	$ 36.6577
	C	$ 79,908	$ 6,659	$ 3,073	$ 38.4175
	D	$ 83,685	$ 6,974	$ 3,219	$ 40.2333
	E	$ 87,633	$ 7,303	$ 3,370	$ 42.1311
Sustainability Specialist	A	$ 67,977	$ 5,665	$ 2,615	$ 32.6814
	B	$ 71,154	$ 5,930	$ 2,737	$ 34.2089
	C	$ 74,493	$ 6,208	$ 2,865	$ 35.8141
	D	$ 77,993	$ 6,499	$ 3,000	$ 37.4966
	E	$ 81,662	$ 6,805	$ 3,141	$ 39.2605

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Transportation Demand Management Coordinator	A	$ 89,602	$ 7,467	$ 3,446	$ 43.0777
	B	$ 93,870	$ 7,823	$ 3,610	$ 45.1300
	C	$ 98,355	$ 8,196	$ 3,783	$ 47.2863
	D	$ 103,061	$ 8,588	$ 3,964	$ 49.5487
	E	$ 107,994	$ 9,000	$ 4,154	$ 51.9202
Water Quality Specialist	A	$ 77,993	$ 6,499	$ 3,000	$ 37.4966
	B	$ 81,662	$ 6,805	$ 3,141	$ 39.2605
	C	$ 85,502	$ 7,125	$ 3,289	$ 41.1068
	D	$ 89,602	$ 7,467	$ 3,446	$ 43.0777
	E	$ 93,870	$ 7,823	$ 3,610	$ 45.1300
Water System Operator I	A	$ 62,056	$ 5,171	$ 2,387	$ 29.8348
	B	$ 64,837	$ 5,403	$ 2,494	$ 31.1714
	C	$ 67,713	$ 5,643	$ 2,604	$ 32.5541
	D	$ 71,058	$ 5,921	$ 2,733	$ 34.1624
	E	$ 74,365	$ 6,197	$ 2,860	$ 35.7526
Water System Operator II	A	$ 67,894	$ 5,658	$ 2,611	$ 32.6412
	B	$ 71,037	$ 5,920	$ 2,732	$ 34.1522
	C	$ 74,356	$ 6,196	$ 2,860	$ 35.7482
	D	$ 77,845	$ 6,487	$ 2,994	$ 37.4256
	E	$ 81,502	$ 6,792	$ 3,135	$ 39.1838

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Accountant I	A	$ 81,959	$ 6,830	$ 3,152	$ 39.4032
	B	$ 86,057	$ 7,171	$ 3,310	$ 41.3738
	C	$ 90,360	$ 7,530	$ 3,475	$ 43.4425
	D	$ 94,879	$ 7,907	$ 3,649	$ 45.6147
	E	$ 99,623	$ 8,302	$ 3,832	$ 47.8957
Accountant II	A	$ 89,769	$ 7,481	$ 3,453	$ 43.1580
	B	$ 94,012	$ 7,834	$ 3,616	$ 45.1982
	C	$ 98,447	$ 8,204	$ 3,786	$ 47.3303
	D	$ 103,182	$ 8,598	$ 3,969	$ 49.6065
	E	$ 108,099	$ 9,008	$ 4,158	$ 51.9709
Accounting Assistant I	A	$ 58,120	$ 4,843	$ 2,235	$ 27.9425
	B	$ 60,875	$ 5,073	$ 2,341	$ 29.2670
	C	$ 63,686	$ 5,307	$ 2,449	$ 30.6183
	D	$ 66,662	$ 5,555	$ 2,564	$ 32.0489
	E	$ 69,746	$ 5,812	$ 2,683	$ 33.5317
Accounting Assistant II	A	$ 63,686	$ 5,307	$ 2,449	$ 30.6183
	B	$ 66,662	$ 5,555	$ 2,564	$ 32.0489
	C	$ 69,746	$ 5,812	$ 2,683	$ 33.5317
	D	$ 73,006	$ 6,084	$ 2,808	$ 35.0989
	E	$ 76,431	$ 6,369	$ 2,940	$ 36.7459
Administrative Assistant	A	$ 63,877	$ 5,323	$ 2,457	$ 30.7102
	B	$ 66,861	$ 5,572	$ 2,572	$ 32.1449
	C	$ 69,956	$ 5,830	$ 2,691	$ 33.6325
	D	$ 73,225	$ 6,102	$ 2,816	$ 35.2045
	E	$ 76,661	$ 6,388	$ 2,948	$ 36.8562
Assistant Engineer	A	$ 98,851	$ 8,238	$ 3,802	$ 47.5246
	B	$ 103,561	$ 8,630	$ 3,983	$ 49.7892
	C	$ 108,513	$ 9,043	$ 4,174	$ 52.1699
	D	$ 113,694	$ 9,474	$ 4,373	$ 54.6604
	E	$ 119,110	$ 9,926	$ 4,581	$ 57.2644
Assistant Planner	A	$ 89,563	$ 7,464	$ 3,445	$ 43.0593
	B	$ 93,775	$ 7,815	$ 3,607	$ 45.0842
	C	$ 98,270	$ 8,189	$ 3,780	$ 47.2453
	D	$ 102,953	$ 8,579	$ 3,960	$ 49.4967
	E	$ 107,871	$ 8,989	$ 4,149	$ 51.8611
Associate Civil Engineer	A	$ 110,919	$ 9,243	$ 4,266	$ 53.3265
	B	$ 116,229	$ 9,686	$ 4,470	$ 55.8793
	C	$ 121,769	$ 10,147	$ 4,683	$ 58.5429
	D	$ 127,652	$ 10,638	$ 4,910	$ 61.3713
	E	$ 133,836	$ 11,153	$ 5,148	$ 64.3443

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Associate Engineer	A	$ 104,819	$ 8,735	$ 4,031	$ 50.3936
	B	$ 109,836	$ 9,153	$ 4,224	$ 52.8060
	C	$ 115,073	$ 9,589	$ 4,426	$ 55.3234
	D	$ 120,632	$ 10,053	$ 4,640	$ 57.9960
	E	$ 126,475	$ 10,540	$ 4,864	$ 60.8054
Associate Planner	A	$ 98,270	$ 8,189	$ 3,780	$ 47.2453
	B	$ 102,953	$ 8,579	$ 3,960	$ 49.4967
	C	$ 107,871	$ 8,989	$ 4,149	$ 51.8611
	D	$ 113,033	$ 9,419	$ 4,347	$ 54.3426
	E	$ 118,442	$ 9,870	$ 4,555	$ 56.9435
Associate Transportation Engineer	A	$ 116,229	$ 9,686	$ 4,470	$ 55.8793
	B	$ 121,769	$ 10,147	$ 4,683	$ 58.5429
	C	$ 127,652	$ 10,638	$ 4,910	$ 61.3713
	D	$ 133,836	$ 11,153	$ 5,148	$ 64.3443
	E	$ 140,321	$ 11,693	$ 5,397	$ 67.4619
Building Custodian	A	$ 58,062	$ 4,839	$ 2,233	$ 27.9146
	B	$ 60,815	$ 5,068	$ 2,339	$ 29.2379
	C	$ 63,622	$ 5,302	$ 2,447	$ 30.5877
	D	$ 66,595	$ 5,550	$ 2,561	$ 32.0167
	E	$ 69,677	$ 5,806	$ 2,680	$ 33.4984
Building Inspector	A	$ 95,214	$ 7,934	$ 3,662	$ 45.7757
	B	$ 99,792	$ 8,316	$ 3,838	$ 47.9770
	C	$ 104,549	$ 8,712	$ 4,021	$ 50.2637
	D	$ 109,547	$ 9,129	$ 4,213	$ 52.6666
	E	$ 114,777	$ 9,565	$ 4,415	$ 55.1814
Child Care Teacher I	A	$ 51,953	$ 4,329	$ 1,998	$ 24.9775
	B	$ 54,309	$ 4,526	$ 2,089	$ 26.1103
	C	$ 56,769	$ 4,731	$ 2,183	$ 27.2927
	D	$ 59,356	$ 4,946	$ 2,283	$ 28.5364
	E	$ 62,163	$ 5,180	$ 2,391	$ 29.8862
Child Care Teacher II	A	$ 58,062	$ 4,839	$ 2,233	$ 27.9146
	B	$ 60,815	$ 5,068	$ 2,339	$ 29.2379
	C	$ 63,622	$ 5,302	$ 2,447	$ 30.5877
	D	$ 66,595	$ 5,550	$ 2,561	$ 32.0167
	E	$ 69,677	$ 5,806	$ 2,680	$ 33.4984
Child Care Teacher's Aide	A	$ 38,979	$ 3,248	$ 1,499	$ 18.7401
	B	$ 40,743	$ 3,395	$ 1,567	$ 19.5879
	C	$ 42,586	$ 3,549	$ 1,638	$ 20.4742
	D	$ 44,493	$ 3,708	$ 1,711	$ 21.3911
	E	$ 46,458	$ 3,871	$ 1,787	$ 22.3354

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Code Enforcement Officer	A	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	B	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	C	$ 89,824	$ 7,485	$ 3,455	$ 43.1844
	D	$ 94,144	$ 7,845	$ 3,621	$ 45.2616
	E	$ 98,630	$ 8,219	$ 3,793	$ 47.4185
Communications Dispatcher	A	$ 83,052	$ 6,921	$ 3,194	$ 39.9290
	B	$ 86,979	$ 7,248	$ 3,345	$ 41.8167
	C	$ 91,082	$ 7,590	$ 3,503	$ 43.7893
	D	$ 95,462	$ 7,955	$ 3,672	$ 45.8950
	E	$ 100,012	$ 8,334	$ 3,847	$ 48.0826
Communications Training Dispatcher	A	$ 86,979	$ 7,248	$ 3,345	$ 41.8167
	B	$ 91,082	$ 7,590	$ 3,503	$ 43.7893
	C	$ 95,462	$ 7,955	$ 3,672	$ 45.8950
	D	$ 100,012	$ 8,334	$ 3,847	$ 48.0826
	E	$ 104,793	$ 8,733	$ 4,031	$ 50.3814
Community Development Technician	A	$ 69,658	$ 5,805	$ 2,679	$ 33.4894
	B	$ 72,883	$ 6,074	$ 2,803	$ 35.0398
	C	$ 76,289	$ 6,357	$ 2,934	$ 36.6773
	D	$ 79,868	$ 6,656	$ 3,072	$ 38.3982
	E	$ 83,621	$ 6,968	$ 3,216	$ 40.2024
Community Service Officer	A	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	B	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	C	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	D	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	E	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
Construction Inspector	A	$ 89,824	$ 7,485	$ 3,455	$ 43.1844
	B	$ 94,144	$ 7,845	$ 3,621	$ 45.2616
	C	$ 98,630	$ 8,219	$ 3,793	$ 47.4185
	D	$ 103,346	$ 8,612	$ 3,975	$ 49.6857
	E	$ 108,281	$ 9,023	$ 4,165	$ 52.0580
Contracts Specialist	A	$ 71,922	$ 5,994	$ 2,766	$ 34.5779
	B	$ 75,304	$ 6,275	$ 2,896	$ 36.2038
	C	$ 78,791	$ 6,566	$ 3,030	$ 37.8803
	D	$ 82,531	$ 6,878	$ 3,174	$ 39.6783
	E	$ 86,492	$ 7,208	$ 3,327	$ 41.5828
Deputy City Clerk	A	$ 74,604	$ 6,217	$ 2,869	$ 35.8675
	B	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	C	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	D	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	E	$ 89,824	$ 7,485	$ 3,455	$ 43.1844

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Engineering Technician I	A	$ 74,876	$ 6,240	$ 2,880	$ 35.9979
	B	$ 78,343	$ 6,529	$ 3,013	$ 37.6649
	C	$ 82,062	$ 6,838	$ 3,156	$ 39.4528
	D	$ 86,000	$ 7,167	$ 3,308	$ 41.3463
	E	$ 90,066	$ 7,506	$ 3,464	$ 43.3011
Engineering Technician II	A	$ 83,939	$ 6,995	$ 3,228	$ 40.3555
	B	$ 87,889	$ 7,324	$ 3,380	$ 42.2543
	C	$ 92,022	$ 7,668	$ 3,539	$ 44.2412
	D	$ 96,433	$ 8,036	$ 3,709	$ 46.3622
	E	$ 101,028	$ 8,419	$ 3,886	$ 48.5714
Enterprise Applications Support Specialist	A	$ 98,267	$ 8,189	$ 3,780	$ 47.2438
	B	$ 102,993	$ 8,583	$ 3,961	$ 49.5157
	C	$ 107,902	$ 8,992	$ 4,150	$ 51.8759
	D	$ 113,061	$ 9,422	$ 4,349	$ 54.3563
	E	$ 118,459	$ 9,872	$ 4,556	$ 56.9514
Equipment Mechanic	A	$ 74,604	$ 6,217	$ 2,869	$ 35.8675
	B	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	C	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	D	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	E	$ 89,824	$ 7,485	$ 3,455	$ 43.1844
Executive Assistant	A	$ 72,933	$ 6,078	$ 2,805	$ 35.0641
	B	$ 76,356	$ 6,363	$ 2,937	$ 36.7095
	C	$ 79,943	$ 6,662	$ 3,075	$ 38.4341
	D	$ 83,703	$ 6,975	$ 3,219	$ 40.2420
	E	$ 87,640	$ 7,303	$ 3,371	$ 42.1345
Facilities Maintenance Technician I	A	$ 62,163	$ 5,180	$ 2,391	$ 29.8862
	B	$ 65,026	$ 5,419	$ 2,501	$ 31.2623
	C	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	D	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	E	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
Facilities Maintenance Technician II	A	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	B	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	C	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	D	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	E	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
Gymnastics Instructor	A	$ 41,594	$ 3,466	$ 1,600	$ 19.9970
	B	$ 43,476	$ 3,623	$ 1,672	$ 20.9017
	C	$ 45,439	$ 3,787	$ 1,748	$ 21.8456
	D	$ 47,467	$ 3,956	$ 1,826	$ 22.8206
	E	$ 49,650	$ 4,137	$ 1,910	$ 23.8700

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Information Technology Specialist I	A	$ 72,693	$ 6,058	$ 2,796	$ 34.9483
		~~$ 70,850~~	~~$ 5,904~~	~~$ 2,725~~	~~$ 34.0627~~
	B	$ 76,328	$ 6,361	$ 2,936	$ 36.6961
		~~$ 74,394~~	~~$ 6,199~~	~~$ 2,861~~	~~$ 35.7662~~
	C	$ 80,145	$ 6,679	$ 3,082	$ 38.5310
		~~$ 78,114~~	~~$ 6,509~~	~~$ 3,004~~	~~$ 37.5546~~
	D	$ 84,153	$ 7,013	$ 3,237	$ 40.4580
		~~$ 82,020~~	~~$ 6,835~~	~~$ 3,155~~	~~$ 39.4328~~
	E	$ 88,361	$ 7,363	$ 3,399	$ 42.4815
		~~$ 86,122~~	~~$ 7,177~~	~~$ 3,312~~	~~$ 41.4049~~
Information Technology Specialist II	A	$ 80,769	$ 6,731	$ 3,106	$ 38.8311
		~~$ 78,722~~	~~$ 6,560~~	~~$ 3,028~~	~~$ 37.8471~~
	B	$ 84,564	$ 7,047	$ 3,252	$ 40.6557
		~~$ 82,421~~	~~$ 6,868~~	~~$ 3,170~~	~~$ 39.6255~~
	C	$ 88,542	$ 7,378	$ 3,405	$ 42.5681
		~~$ 86,298~~	~~$ 7,191~~	~~$ 3,319~~	~~$ 41.4894~~
	D	$ 92,705	$ 7,725	$ 3,566	$ 44.5699
		~~$ 90,356~~	~~$ 7,530~~	~~$ 3,475~~	~~$ 43.4404~~
	E	$ 97,151	$ 8,096	$ 3,737	$ 46.7070
		~~$ 94,689~~	~~$ 7,891~~	~~$ 3,642~~	~~$ 45.5234~~
Junior Engineer	A	$ 79,743	$ 6,645	$ 3,067	$ 38.3380
	B	$ 83,730	$ 6,977	$ 3,220	$ 40.2547
	C	$ 87,916	$ 7,326	$ 3,381	$ 42.2675
	D	$ 92,313	$ 7,693	$ 3,550	$ 44.3811
	E	$ 96,929	$ 8,077	$ 3,728	$ 46.6003
Librarian I	A	$ 69,677	$ 5,806	$ 2,680	$ 33.4984
	B	$ 72,933	$ 6,078	$ 2,805	$ 35.0641
	C	$ 76,356	$ 6,363	$ 2,937	$ 36.7095
	D	$ 79,943	$ 6,662	$ 3,075	$ 38.4341
	E	$ 83,703	$ 6,975	$ 3,219	$ 40.2420
Librarian II	A	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	B	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	C	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	D	$ 89,824	$ 7,485	$ 3,455	$ 43.1844
	E	$ 94,144	$ 7,845	$ 3,621	$ 45.2616
Library Assistant I	A	$ 54,309	$ 4,526	$ 2,089	$ 26.1103
	B	$ 56,769	$ 4,731	$ 2,183	$ 27.2927
	C	$ 59,356	$ 4,946	$ 2,283	$ 28.5364
	D	$ 62,163	$ 5,180	$ 2,391	$ 29.8862
	E	$ 65,026	$ 5,419	$ 2,501	$ 31.2623

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Library Assistant II	A	$ 59,356	$ 4,946	$ 2,283	$ 28.5364
	B	$ 62,163	$ 5,180	$ 2,391	$ 29.8862
	C	$ 64,939	$ 5,412	$ 2,498	$ 31.2206
	D	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	E	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
Library Assistant III	A	$ 64,939	$ 5,412	$ 2,498	$ 31.2206
	B	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	C	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	D	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	E	$ 78,075	$ 6,506	$ 3,003	$ 37.5361
Library Clerk	A	$ 38,071	$ 3,173	$ 1,464	$ 18.3035
	B	$ 39,793	$ 3,316	$ 1,530	$ 19.1312
	C	$ 41,594	$ 3,466	$ 1,600	$ 19.9970
	D	$ 43,476	$ 3,623	$ 1,672	$ 20.9017
	E	$ 45,439	$ 3,787	$ 1,748	$ 21.8456
Maintenance Worker I	A	$ 59,356	$ 4,946	$ 2,283	$ 28.5364
	B	$ 62,163	$ 5,180	$ 2,391	$ 29.8862
	C	$ 64,939	$ 5,412	$ 2,498	$ 31.2206
	D	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	E	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
Maintenance Worker II	A	$ 64,939	$ 5,412	$ 2,498	$ 31.2206
	B	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	C	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	D	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	E	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
Management Analyst I	A	$ 85,984	$ 7,165	$ 3,307	$ 41.3384
	B	$ 90,284	$ 7,524	$ 3,472	$ 43.4056
	C	$ 94,798	$ 7,900	$ 3,646	$ 45.5762
	D	$ 99,538	$ 8,295	$ 3,828	$ 47.8550
	E	$ 104,516	$ 8,710	$ 4,020	$ 50.2479
Office Assistant	A	$ 53,339	$ 4,445	$ 2,051	$ 25.6436
	B	$ 55,771	$ 4,648	$ 2,145	$ 26.8129
	C	$ 58,295	$ 4,858	$ 2,242	$ 28.0265
	D	$ 61,058	$ 5,088	$ 2,348	$ 29.3546
	E	$ 63,877	$ 5,323	$ 2,457	$ 30.7102
Parking Enforcement Officer	A	$ 59,356	$ 4,946	$ 2,283	$ 28.5364
	B	$ 62,163	$ 5,180	$ 2,391	$ 29.8862
	C	$ 64,939	$ 5,412	$ 2,498	$ 31.2206
	D	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	E	$ 71,311	$ 5,943	$ 2,743	$ 34.2839

City of Menlo Park
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Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Permit Technician	A	$ 69,658	$ 5,805	$ 2,679	$ 33.4894
	B	$ 72,882	$ 6,073	$ 2,803	$ 35.0393
	C	$ 76,289	$ 6,357	$ 2,934	$ 36.6773
	D	$ 79,868	$ 6,656	$ 3,072	$ 38.3982
	E	$ 83,620	$ 6,968	$ 3,216	$ 40.2019
Plan Check Engineer	A	$ 111,975	$ 9,331	$ 4,307	$ 53.8343
	B	$ 117,336	$ 9,778	$ 4,513	$ 56.4114
	C	$ 122,929	$ 10,244	$ 4,728	$ 59.1004
	D	$ 128,868	$ 10,739	$ 4,956	$ 61.9556
	E	$ 135,110	$ 11,259	$ 5,197	$ 64.9566
Planning Technician	A	$ 79,868	$ 6,656	$ 3,072	$ 38.3982
	B	$ 83,620	$ 6,968	$ 3,216	$ 40.2019
	C	$ 87,554	$ 7,296	$ 3,367	$ 42.0933
	D	$ 91,671	$ 7,639	$ 3,526	$ 44.0728
	E	$ 96,067	$ 8,006	$ 3,695	$ 46.1859
Police Records Specialist	A	$ 64,939	$ 5,412	$ 2,498	$ 31.2206
	B	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	C	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	D	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	E	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
Program Aide/Driver	A	$ 37,292	$ 3,108	$ 1,434	$ 17.9287
	B	$ 38,979	$ 3,248	$ 1,499	$ 18.7401
	C	$ 40,743	$ 3,395	$ 1,567	$ 19.5879
	D	$ 42,586	$ 3,549	$ 1,638	$ 20.4742
	E	$ 44,493	$ 3,708	$ 1,711	$ 21.3911
Program Assistant	A	$ 53,127	$ 4,427	$ 2,043	$ 25.5418
	B	$ 55,549	$ 4,629	$ 2,137	$ 26.7063
	C	$ 58,062	$ 4,839	$ 2,233	$ 27.9146
	D	$ 60,815	$ 5,068	$ 2,339	$ 29.2379
	E	$ 63,622	$ 5,302	$ 2,447	$ 30.5877
Property and Court Specialist	A	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	B	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	C	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	D	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	E	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
Recreation Aide	A	$ 35,678	$ 2,973	$ 1,372	$ 17.1528
	B	$ 37,292	$ 3,108	$ 1,434	$ 17.9287
	C	$ 38,979	$ 3,248	$ 1,499	$ 18.7401
	D	$ 40,743	$ 3,395	$ 1,567	$ 19.5879
	E	$ 42,586	$ 3,549	$ 1,638	$ 20.4742

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Recreation Leader	A	$ 27,929	$ 2,327	$ 1,074	$ 13.4276
	B	$ 29,191	$ 2,433	$ 1,123	$ 14.0341
	C	$ 30,513	$ 2,543	$ 1,174	$ 14.6696
	D	$ 31,894	$ 2,658	$ 1,227	$ 15.3337
	E	$ 33,338	$ 2,778	$ 1,282	$ 16.0279
Red Light Photo Enforcement Specialist	A	$ 76,356	$ 6,363	$ 2,937	$ 36.7095
	B	$ 79,943	$ 6,662	$ 3,075	$ 38.4341
	C	$ 83,703	$ 6,975	$ 3,219	$ 40.2420
	D	$ 87,640	$ 7,303	$ 3,371	$ 42.1345
	E	$ 91,842	$ 7,653	$ 3,532	$ 44.1546
Senior Communications Dispatcher	A	$ 91,082	$ 7,590	$ 3,503	$ 43.7893
	B	$ 95,462	$ 7,955	$ 3,672	$ 45.8950
	C	$ 100,012	$ 8,334	$ 3,847	$ 48.0826
	D	$ 104,793	$ 8,733	$ 4,031	$ 50.3814
	E	$ 109,796	$ 9,150	$ 4,223	$ 52.7864
Senior Engineering Technician	A	$ 90,066	$ 7,506	$ 3,464	$ 43.3011
	B	$ 94,315	$ 7,860	$ 3,628	$ 45.3439
	C	$ 98,851	$ 8,238	$ 3,802	$ 47.5246
	D	$ 103,561	$ 8,630	$ 3,983	$ 49.7892
	E	$ 108,513	$ 9,043	$ 4,174	$ 52.1699
Senior Equipment Mechanic	A	$ 82,084	$ 6,840	$ 3,157	$ 39.4634
	B	$ 86,088	$ 7,174	$ 3,311	$ 41.3886
	C	$ 90,138	$ 7,511	$ 3,467	$ 43.3354
	D	$ 94,312	$ 7,859	$ 3,627	$ 45.3424
	E	$ 98,787	$ 8,232	$ 3,800	$ 47.4940
Senior Facilities Maintenance Technician	A	$ 74,604	$ 6,217	$ 2,869	$ 35.8675
	B	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	C	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	D	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	E	$ 89,824	$ 7,485	$ 3,455	$ 43.1844
Senior Library Page	A	$ 38,071	$ 3,173	$ 1,464	$ 18.3035
	B	$ 39,793	$ 3,316	$ 1,530	$ 19.1312
	C	$ 41,594	$ 3,466	$ 1,600	$ 19.9970
	D	$ 43,476	$ 3,623	$ 1,672	$ 20.9017
	E	$ 45,439	$ 3,787	$ 1,748	$ 21.8456
Senior Maintenance Worker	A	$ 74,604	$ 6,217	$ 2,869	$ 35.8675
	B	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	C	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	D	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	E	$ 89,824	$ 7,485	$ 3,455	$ 43.1844

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Senior Office Assistant	A	$ 58,295	$ 4,858	$ 2,242	$ 28.0265
	B	$ 61,058	$ 5,088	$ 2,348	$ 29.3546
	C	$ 63,877	$ 5,323	$ 2,457	$ 30.7102
	D	$ 66,861	$ 5,572	$ 2,572	$ 32.1449
	E	$ 69,956	$ 5,830	$ 2,691	$ 33.6325
Senior Planner	A	$ 107,871	$ 8,989	$ 4,149	$ 51.8611
	B	$ 113,033	$ 9,419	$ 4,347	$ 54.3426
	C	$ 118,442	$ 9,870	$ 4,555	$ 56.9435
	D	$ 124,088	$ 10,341	$ 4,773	$ 59.6578
	E	$ 130,083	$ 10,840	$ 5,003	$ 62.5400
Senior Police Records Specialist	A	$ 68,108	$ 5,676	$ 2,620	$ 32.7441
	B	$ 71,311	$ 5,943	$ 2,743	$ 34.2839
	C	$ 74,613	$ 6,218	$ 2,870	$ 35.8717
	D	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	E	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
Senior Program Assistant	A	$ 64,520	$ 5,377	$ 2,482	$ 31.0190
	B	$ 67,535	$ 5,628	$ 2,597	$ 32.4685
	C	$ 70,704	$ 5,892	$ 2,719	$ 33.9925
	D	$ 74,026	$ 6,169	$ 2,847	$ 35.5893
	E	$ 77,509	$ 6,459	$ 2,981	$ 37.2638
Senior Recreation Leader	A	$ 33,338	$ 2,778	$ 1,282	$ 16.0279
	B	$ 34,845	$ 2,904	$ 1,340	$ 16.7526
	C	$ 36,423	$ 3,035	$ 1,401	$ 17.5112
	D	$ 38,071	$ 3,173	$ 1,464	$ 18.3035
	E	$ 39,793	$ 3,316	$ 1,530	$ 19.1312
Senior Sustainability Specialist	A	$ 80,912	$ 6,743	$ 3,112	$ 38.9002
	B	$ 84,783	$ 7,065	$ 3,261	$ 40.7609
	C	$ 88,841	$ 7,403	$ 3,417	$ 42.7119
	D	$ 93,076	$ 7,756	$ 3,580	$ 44.7480
	E	$ 97,572	$ 8,131	$ 3,753	$ 46.9096
Senior Water System Operator	A	$ 74,604	$ 6,217	$ 2,869	$ 35.8675
	B	$ 78,154	$ 6,513	$ 3,006	$ 37.5741
	C	$ 81,906	$ 6,826	$ 3,150	$ 39.3779
	D	$ 85,777	$ 7,148	$ 3,299	$ 41.2392
	E	$ 89,824	$ 7,485	$ 3,455	$ 43.1844
Sustainability Specialist	A	$ 69,677	$ 5,806	$ 2,680	$ 33.4984
	B	$ 72,933	$ 6,078	$ 2,805	$ 35.0641
	C	$ 76,356	$ 6,363	$ 2,937	$ 36.7095
	D	$ 79,943	$ 6,662	$ 3,075	$ 38.4341
	E	$ 83,703	$ 6,975	$ 3,219	$ 40.2420

Appendix B

City of Menlo Park
SEIU Local 521
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Transportation Demand Management Coordinator	A	$ 91,842	$ 7,653	$ 3,532	$ 44.1546
	B	$ 96,217	$ 8,018	$ 3,701	$ 46.2582
	C	$ 100,814	$ 8,401	$ 3,877	$ 48.4684
	D	$ 105,638	$ 8,803	$ 4,063	$ 50.7874
	E	$ 110,694	$ 9,224	$ 4,257	$ 53.2182
Water Quality Specialist	A	$ 79,943	$ 6,662	$ 3,075	$ 38.4341
	B	$ 83,703	$ 6,975	$ 3,219	$ 40.2420
	C	$ 87,640	$ 7,303	$ 3,371	$ 42.1345
	D	$ 91,842	$ 7,653	$ 3,532	$ 44.1546
	E	$ 96,217	$ 8,018	$ 3,701	$ 46.2582
Water System Operator I	A	$ 63,608	$ 5,301	$ 2,446	$ 30.5807
	B	$ 66,457	$ 5,538	$ 2,556	$ 31.9507
	C	$ 69,405	$ 5,784	$ 2,669	$ 33.3680
	D	$ 72,834	$ 6,070	$ 2,801	$ 35.0165
	E	$ 76,225	$ 6,352	$ 2,932	$ 36.6464
Water System Operator II	A	$ 69,591	$ 5,799	$ 2,677	$ 33.4572
	B	$ 72,813	$ 6,068	$ 2,800	$ 35.0060
	C	$ 76,215	$ 6,351	$ 2,931	$ 36.6419
	D	$ 79,791	$ 6,649	$ 3,069	$ 38.3612
	E	$ 83,540	$ 6,962	$ 3,213	$ 40.1634

APPENDIX "B - 1"
SEIU SALARY RANGES
EFFECTIVE 07/13/14

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Library Page	Annual	$23,620.74	$24,689.39	$25,806.47	$26,974.37	$28,194.79
	Hourly	$11.3561	$11.8699	$12.4070	$12.9684	$13.5552
Recreation Leader	Annual	$23,620.74	$24,689.39	$25,806.47	$26,974.37	28,194.79
	Hourly	$11.3561	$11.8699	$12.4070	$12.9684	$13.5552
Senior Recreation Leader	Annual	$28,194.79	$29,470.54	$30,804.42	$32,198.14	33,654.94
	Hourly	$13.5552	$14.1685	$14.8098	$15.4799	$16.1803
Recreation Aide	Annual	$30,173.51	$31,539.16	$32,966.47	$34,457.93	$36,188.84
	Hourly	$14.5067	$15.1631	$15.8493	$16.5663	$17.3159
Transportation Driver	Annual	$31,539.16	$32,966.47	$34,457.93	$36,016.99	$37,630.30
	Hourly	$15.1631	$15.8493	$16.5663	$17.3159	$18.0915
Library Clerk	Annual	$32,198.14	$33,654.94	$35,177.61	$36,769.61	$38,429.85
	Hourly	$15.4799	$16.1803	$16.9123	$17.6777	$18.4759
Senior Library Page	Annual	$32,198.14	$33,654.94	$35,177.61	$36,769.61	$38,429.85
	Hourly	$15.4799	$16.1803	$16.9123	$17.6777	$18.4759
Teacher's Aide	Annual	$32,966.47	$34,457.93	$36,016.99	$37,630.30	$39,291.39
	Hourly	$15.8493	$16.5663	$17.3159	$18.0915	$18.8901
Night Clerk	Annual	$34,457.93	$36,016.99	$37,630.30	$39,291.39	$41,091.35
	Hourly	$16.5663	$17.3159	$18.0915	$18.8901	$19.7555
Gymnastics Instructor	Annual	$35,177.61	$36,769.61	$38,429.85	$40,144.56	$41,991.22
	Hourly	$16.9123	$17.6777	$18.4759	$19.3003	$20.1881
Literacy Assistant	Annual	$40,144.56	$41,991.22	$43,939.08	$45,932.36	$48,011.96
	Hourly	$19.3003	$20.1881	$21.1246	$22.0829	$23.0827
Office Assistant I	Annual	$40,144.56	$41,991.22	$43,939.08	$45,932.36	$48,011.96
	Hourly	$19.3003	$20.1881	$21.1246	$22.0829	$23.0827
Child Care Teacher - Title 22	Annual	$43,939.08	$45,932.36	$48,011.96	$50,200.07	$52,574.61
	Hourly	$21.1246	$22.0829	$23.0827	$24.1346	$25.2763
Office Assistant II	Annual	$44,931.73	$46,980.34	$49,106.23	$51,433.84	$53,808.38
	Hourly	$21.6018	$22.5867	$23.6088	$24.7278	$25.8694
Program Assistant	Annual	$44,931.73	$46,980.34	$49,106.23	$51,433.84	$53,808.38
	Hourly	$21.6018	$22.5867	$23.6088	$24.7278	$25.8694
Library Assistant I	Annual	$45,932.36	$48,011.96	$50,200.07	$52,574.61	$54,994.99
	Hourly	$22.0829	$23.0827	$24.1346	$25.2763	$26.4399
Accounting Assistant I	Annual	$49,106.23	$51,433.84	$53,808.38	$56,322.41	$58,929.03
	Hourly	$23.6088	$24.7278	$25.8694	$27.0781	$28.3313
Building Custodian I	Annual	$49,106.23	$51,433.84	$53,808.38	$56,322.41	$58,929.03
	Hourly	$23.6088	$24.7278	$25.8694	$27.0781	$28.3313

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Child Care Teacher - Title 5	Annual	$49,106.23	$51,433.84	$53,808.38	$56,322.41	$58,929.03
	Hourly	$23.6088	$24.7278	$25.8694	$27.0781	$28.3313
Office Assistant III	Annual	$49,106.23	$51,433.84	$53,808.38	$56,322.41	$58,929.03
	Hourly	$23.6088	$24.7278	$25.8694	$27.0781	$28.3313
City Service Officer	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Library Assistant II	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Maintenance I - Community Services	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Maintenance I - Parks	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Maintenance I - Streets	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Maintenance I - Trees	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Maintenance I - Water	Annual	$50,200.07	$52,574.61	$54,994.99	$57,602.03	$60,310.91
	Hourly	$24.1346	$25.2763	$26.4049	$27.6933	$28.9956
Maintenance I - Building Maintenance	Annual	$52,574.61	$54,994.99	$57,602.03	$60,310.91	$63,103.52
	Hourly	$25.2763	$26.4399	$27.6933	$28.9956	$30.3382
Accounting Assistant II	Annual	$53,808.38	$56,322.41	$58,929.03	$61,683.32	64,577.32
	Hourly	$25.8694	$27.0781	$28.3313	$29.6554	$31.0468
Building Custodian II	Annual	$53,808.38	$56,322.41	$58,929.03	$61,683.32	64,577.32
	Hourly	$25.8694	$27.0781	$28.3313	$29.6554	$31.0468
Secretary	Annual	$53,808.38	$56,322.41	$58,929.03	$61,683.32	64,577.32
	Hourly	$25.8694	$27.0781	$28.3313	$29.6554	$31.0468
Library Assistant III	Annual	$54,994.99	$57,602.03	$60,310.91	$63,103.52	$66,098.71
	Hourly	$26.4049	$27.6933	$28.9956	$30.3382	$31.7782
Maintenance II - Parks	Annual	$54,994.99	$57,602.03	$60,310.91	$63,103.52	$66,098.71
	Hourly	$26.4049	$27.6933	$28.9956	$30.3382	$31.7782
Maintenance II - Streets	Annual	$54,994.99	$57,602.03	$60,310.91	$63,103.52	$66,098.71
	Hourly	$26.4049	$27.6933	$28.9956	$30.3382	$31.7782
Maintenance II - Trees	Annual	$54,994.99	$57,602.03	$60,310.91	$63,103.52	$66,098.71
	Hourly	$26.4049	$27.6933	$28.9956	$30.3382	$31.7782
Police Records Officer	Annual	$54,994.99	$57,602.03	$60,310.91	$63,103.52	$66,098.71
	Hourly	$26.4049	$27.6933	$28.9956	$30.3382	$31.7782
Community Development Technician	Annual	$56,322.41	$58,929.03	$61,683.32	$64,577.32	$67,611.48
	Hourly	$27.0781	$28.3313	$29.6554	$31.0468	$32.5055
Development Services Technician	Annual	$56,322.41	$58,929.03	$61,683.32	$64,577.32	$67,611.48
	Hourly	$27.0781	$28.3313	$29.6554	$31.0468	$32.5055

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Water Service Worker	Annual	$56,322.41	$58,929.03	$61,683.32	$64,577.32	$67,611.48
	Hourly	$27.0781	$28.3313	$29.6554	$31.0468	$32.5055
Community Services Officer	Annual	$57,602.03	$60,310.91	$63,103.52	$66,098.71	$69,271.50
	Hourly	$27.6933	$28.9956	$30.3382	$31.7782	$33.3036
Contract Specialist	Annual	$57,602.03	$60,310.91	$63,103.52	$66,098.71	$69,271.50
	Hourly	$27.6933	$28.9956	$30.3382	$31.7782	$33.3036
Maintenance II - Building Maintenance	Annual	$57,602.03	$60,310.91	$63,103.52	$66,098.71	$69,271.50
	Hourly	$27.6933	$28.9956	$30.3382	$31.7782	$33.3036
Police Records Training Officer	Annual	$57,602.03	$60,310.91	$63,103.52	$66,098.71	$69,271.50
	Hourly	$27.6933	$28.9956	$30.3382	$31.7782	$33.3036
Property and Court Officer	Annual	$57,602.03	$60,310.91	$63,103.52	$66,098.71	$69,271.50
	Hourly	$27.6933	$28.9956	$30.3382	$31.7782	$33.3036
Environmental Programs Specialist	Annual	$58,929.03	$61,683.32	$64,577.32	$67,611.48	$70,792.24
	Hourly	$28.3313	$29.6554	$31.0468	$32.5055	$34.0347
Librarian I	Annual	$58,929.03	$61,683.32	$64,577.32	$67,611.48	$70,792.24
	Hourly	$28.3313	$29.6554	$31.0468	$32.5055	$34.0347
Engineer Technician I	Annual	$60,310.91	$63,103.52	$64,577.32	$69,271.50	$72,546.13
	Hourly	$28.9956	$30.3382	$31.7782	$33.3036	$34.8779
Traffic Engineering Technician I	Annual	$60,310.91	$63,103.52	$64,577.32	$69,271.50	$72,546.13
	Hourly	$28.9956	$30.3382	$31.7782	$33.3036	$34.8779
Administrative Assistant	Annual	$61,683.32	$64,577.32	$67,611.48	$70,792.24	$74,121.34
	Hourly	$29.6554	$31.0468	$32.5055	$34.0347	$35.6353
Deputy City Clerk	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Equipment Mechanic	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Maintenance III - Building Maintenance	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Maintenance III - Parks	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Maintenance III - Streets	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Maintenance III - Trees	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Maintenance III - Water	Annual	$63,103.52	$66,098.71	$69,271.50	$72,546.13	$75,968.44
	Hourly	$30.3348	$31.7782	$33.3036	$34.8779	$36.5233
Computer Support Technician	Annual	$64,577.32	$67,611.48	$70,792.24	$74,121.34	$77,674.96
	Hourly	$31.0468	$32.5054	$34.0347	$35.6353	$37.3437
Red Light Photo Enforcement Facilitator	Annual	$64,577.32	$67,611.48	$70,792.24	$74,121.34	$77,674.96
	Hourly	$31.0468	$32.5054	$34.0347	$44.6353	$37.3437

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Librarian II	Annual	$66,098.71	$69,271.50	$72,546.13	$75,968.44	$79,621.95
	Hourly	$31.7782	$33.3036	$34.8779	$36.5233	$38.2798
Engineering Technician II	Annual	$67,611.48	$70,792.24	$74,121.34	$77,674.96	$81,375.84
	Hourly	$32.5055	$34.0347	$35.6353	$37.3437	$39.1230
Traffic Engineering Technician II	Annual	$67,611.48	$70,792.24	$74,121.34	$77,674.96	$81,375.84
	Hourly	$32.5055	$34.0347	$35.6353	$37.3437	$39.1230
Water Quality Technician	Annual	$67,611.48	$70,792.24	$74,121.34	$77,674.96	$81,375.84
	Hourly	$32.5055	$34.0347	$35.6353	$37.3437	$39.1230
Accountant	Annual	$69,271.50	$72,546.13	$75,968.44	$79,621.95	$83,416.69
	Hourly	$33.3036	$34.8779	$36.5233	$38.2798	$40.1042
Code Enforcement Officer	Annual	$69,271.50	$72,546.13	$75,968.44	$79,621.95	$83,416.69
	Hourly	$33.3036	$34.8779	$36.5233	$38.2798	$40.1042
Communications Officer	Annual	$69,271.50	$72,546.13	$75,968.44	$79,621.95	$83,416.69
	Hourly	$33.3036	$34.8779	$36.5233	$38.2798	$40.1042
Assistant Planner	Annual	$70,792.24	$74,121.34	$77,674.74	$81,375.84	$85,263.80
	Hourly	$34.0347	$35.6353	$37.3436	$39.1230	$40.9922
Communications Training Officer	Annual	$72,546.13	$75,968.44	$79,621.95	$83,416.69	$87,404.97
	Hourly	$34.8779	$36.5233	$38.2798	$40.1042	$42.0216
Senior Engineering Technician	Annual	$72,546.13	$75,968.44	$79,621.95	$83,416.69	$87,404.97
	Hourly	$34.8779	$36.5233	$38.2798	$40.1042	$42.0216
Economic Development Specialist	Annual	$75,968.44	$79,621.95	$83,416.69	$87,404.97	$91,577.96
	Hourly	$36.5233	$38.2798	$40.1042	$42.0216	$44.0279
Building Inspector	Annual	$75,968.44	$79,621.95	$83,416.69	$87,404.97	$91,577.96
	Hourly	$36.5233	$38.2798	$40.1042	$42.0216	$44.0279
Construction Inspector	Annual	$75,968.44	$79,621.95	$83,416.69	$87,404.97	$91,577.96
	Hourly	$36.5233	$38.2798	$40.1042	$42.0216	$44.0279
Financial Analyst	Annual	$75,968.44	$79,621.95	$83,416.69	$87,404.97	$91,577.96
	Hourly	$36.5233	$38.2798	$40.1042	$42.0216	$44.0279
Lead Communications Officer	Annual	$75,968.44	$79,621.95	$83,416.69	$87,404.97	$91,577.96
	Hourly	$36.5233	$38.2798	$40.1042	$42.0216	$44.0279
Management Analyst	Annual	$75,968.44	$79,621.95	$83,416.69	$87,404.97	$91,577.96
	Hourly	$36.5233	$38.2798	$40.1042	$42.0216	$44.0279
Associate Planner	Annual	$77,674.96	$81,375.84	$85,263.80	$89,342.92	$93,619.46
	Hourly	$37.3437	$39.1230	$40.9922	$42.9533	$45.0094
Transportation Management Coordinator	Annual	$77,674.96	$81,375.84	$85,263.80	$89,342.92	$93,619.46
	Hourly	$37.3437	$39.1230	$40.9922	$42.9533	$45.0094
Assistant Engineer	Annual	$79,621.95	$83,766.69	$87,404.97	$91,577.96	$95,939.97
	Hourly	$38.2798	$40.1042	$42.0216	$44.0279	$46.1250
Senior Building Inspector	Annual	$85,263.80	$89,342.92	$93,619.46	$98,082.00	$102,820.52
	Hourly	$40.9922	$42.9533	$45.0094	$47.1548	$49.4329

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Senior Planner	Annual	$85,263.80	$89,342.92	$93,619.46	$98,082.00	$102,820.52
	Hourly	$40.9922	$42.9533	$45.0094	$47.1548	$49.4329
Transportation Planner	Annual	$85,263.80	$89,342.92	$93,619.46	$98,082.00	$102,820.52
	Hourly	$40.9922	$42.9533	$45.0094	$47.1548	$49.4329
Associate Engineer	Annual	$89,342.92	$93,619.46	$98,082.00	$102,820.52	$107,801.89
	Hourly	$42.9533	$45.0094	$47.1548	$49.4329	$51.8278
Plan Checker	Annual	$89,342.92	$93,619.46	$98,082.00	$102,820.52	$107,801.89
	Hourly	$42.9533	$45.0094	$47.1548	$49.4329	$51.8278
Transportation Engineer	Annual	$93,619.46	$98,082.00	$102,820.52	$107,801.89	$113,024.79
	Hourly	$45.0094	$47.1548	$49.4329	$51.8278	$54.3388

APPENDIX "B - 2"
SEIU SALARY RANGES
EFFECTIVE 08/10/14

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Library Page	Annual	$24,211.26	$25,306.62	$26,451.63	$27,648.73	$28,899.66
	Hourly	$11.6400	$12.1666	$12.7171	$13.2927	$13.8941
Recreation Leader	Annual	$24,211.26	$25,306.62	$26,451.63	$27,648.73	$28,899.66
	Hourly	$11.6400	$12.1666	$12.7171	$13.2927	$13.8941
Senior Recreation Leader	Annual	$28,899.66	$30,207.30	$31,574.53	$33,003.09	$34,496.31
	Hourly	$13.8941	$14.5227	$15.1801	$15.8669	$16.5848
Recreation Aide	Annual	$30,927.85	$32,327.64	$33,790.63	$35,319.38	$37,093.56
	Hourly	$14.8693	$15.5421	$16.2455	$16.9805	$17.7488
Transportation Driver	Annual	$32,327.64	$33,790.63	$35,319.38	$36,917.41	$38,571.06
	Hourly	$15.5421	$16.2455	$16.9805	$17.7488	$18.5438
Library Clerk	Annual	$33,003.09	$34,496.31	$36,057.05	$37,688.85	$39,390.60
	Hourly	$15.8669	$16.5848	$17.3351	$18.1196	$18.9378
Senior Library Page	Annual	$33,003.09	$34,496.31	$36,057.05	$37,688.85	$39,390.60
	Hourly	$15.8669	$16.5848	$17.3351	$18.1196	$18.9378
Teacher's Aide	Annual	$33,790.63	$35,319.38	$36,917.41	$38,571.06	$40,273.68
	Hourly	$16.2455	$16.9805	$17.7488	$18.5438	$19.3623
Night Clerk	Annual	$35,319.38	$36,917.41	$38,571.06	$40,273.68	$42,118.64
	Hourly	$16.9805	$17.7488	$18.5438	$19.3623	$20.2493
Gymnastics Instructor	Annual	$36,057.05	$37,688.85	$39,390.60	$41,148.17	$43,041.00
	Hourly	$17.3351	$18.1196	$18.9378	$19.7828	$20.6928
Literacy Assistant	Annual	$41,148.17	$43,041.00	$45,037.56	$47,080.67	$49,212.26
	Hourly	$19.7828	$20.6928	$21.6527	$22.6349	$23.6597
Office Assistant I	Annual	$41,148.17	$43,041.00	$45,037.56	$47,080.67	$49,212.26
	Hourly	$19.7828	$20.6928	$21.6527	$22.6349	$23.6597
Child Care Teacher - Title 22	Annual	$45,037.56	$47,080.67	$49,212.26	$51,455.07	$53,888.97
	Hourly	$21.6527	$22.6349	$23.6597	$24.7380	$25.9082
Office Assistant II	Annual	$46,055.02	$48,154.85	$50,333.88	$52,719.68	$55,153.59
	Hourly	$22.1418	$23.1514	$24.1990	$25.3460	$26.5161
Program Assistant	Annual	$46,055.02	$48,154.85	$50,333.88	$52,719.68	$55,153.59
	Hourly	$22.1418	$23.1514	$24.1990	$25.3460	$26.5161
Library Assistant I	Annual	$47,080.67	$49,212.26	$51,455.07	$53,888.97	$56,369.87
	Hourly	$22.6349	$23.6597	$24.7380	$25.9082	$27.1009
Accounting Assistant I	Annual	$50,333.88	$52,719.68	$55,153.59	$57,730.47	$60,402.25
	Hourly	$24.1990	$25.3460	$26.5161	$27.7550	$29.0395
Building Custodian I	Annual	$50,333.88	$52,719.68	$55,153.59	$57,730.47	$60,402.25

	~~Hourly~~	~~$24.1990~~	~~$25.3460~~	~~$26.5161~~	~~$27.7550~~	~~$29.0395~~

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Child Care Teacher – Title 5	Annual	$50,333.88	$52,719.68	$55,153.59	$57,730.47	$60,402.25
	Hourly	$24.1990	$25.3460	$26.5161	$27.7550	$29.0395
Office Assistant III	Annual	$50,333.88	$52,719.68	$55,153.59	$57,730.47	$60,402.25
	Hourly	$24.1990	$25.3460	$26.5161	$27.7550	$29.0395
City Service Officer	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Library Assistant II	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Maintenance I – Community Services	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Maintenance I - Parks	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Maintenance I - Streets	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Maintenance I - Trees	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Maintenance I - Water	Annual	$51,455.07	$53,888.97	$56,369.87	$59,042.09	$61,818.68
	Hourly	$24.7380	$25.9082	$27.0650	$28.3856	$29.7205
Maintenance I - Building Maintenance	Annual	$53,888.97	$56,369.87	$59,042.09	$61,818.68	$64,681.10
	Hourly	$25.9082	$27.1009	$28.3856	$29.7205	$31.0967
Accounting Assistant II	Annual	$55,153.59	$57,730.47	$60,402.25	$63,225.40	$66,191.76
	Hourly	$26.5161	$27.7550	$29.0395	$30.3968	$31.8230
Building Custodian II	Annual	$55,153.59	$57,730.47	$60,402.25	$63,225.40	$66,191.76
	Hourly	$26.5161	$27.7550	$29.0395	$30.3968	$31.8230
Secretary	Annual	$55,153.59	$57,730.47	$60,402.25	$63,225.40	$66,191.76
	Hourly	$26.5161	$27.7550	$29.0395	$30.3968	$31.8230
Library Assistant III	Annual	$56,369.87	$59,042.09	$61,818.68	$64,681.10	$67,751.18
	Hourly	$27.0650	$28.3856	$29.7205	$31.0967	$32.5727
Maintenance II - Parks	Annual	$56,369.87	$59,042.09	$61,818.68	$64,681.10	$67,751.18
	Hourly	$27.0650	$28.3856	$29.7205	$31.0967	$32.5727
Maintenance II - Streets	Annual	$56,369.87	$59,042.09	$61,818.68	$64,681.10	$67,751.18
	Hourly	$27.0650	$28.3856	$29.7205	$31.0967	$32.5727
Maintenance II - Trees	Annual	$56,369.87	$59,042.09	$61,818.68	$64,681.10	$67,751.18
	Hourly	$27.0650	$28.3856	$29.7205	$31.0967	$32.5727
Police Records Officer	Annual	$56,369.87	$59,042.09	$61,818.68	$64,681.10	$67,751.18
	Hourly	$27.0650	$28.3856	$29.7205	$31.0967	$32.5727
Community Development Technician	Annual	$57,730.47	$60,402.25	$63,225.40	$66,191.76	$69,301.77
	Hourly	$27.7550	$29.0395	$30.3968	$31.8230	$33.3182

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Development Services Technician	Annual	$57,730.47	$60,402.25	$63,225.40	$66,191.76	$69,301.77
	Hourly	$27.7550	$29.0395	$30.3968	$31.8230	$33.3182
Water Service Worker	Annual	$57,730.47	$60,402.25	$63,225.40	$66,191.76	$69,301.77
	Hourly	$27.7550	$29.0395	$30.3968	$31.8230	$33.3182
Community Services Officer	Annual	$59,042.09	$61,818.68	$64,681.10	$67,751.18	$71,003.29
	Hourly	$28.3856	$29.7205	$31.0967	$32.5727	$34.1362
Contract Specialist	Annual	$59,042.09	$61,818.68	$64,681.10	$67,751.18	$71,003.29
	Hourly	$28.3856	$29.7205	$31.0967	$32.5727	$34.1362
Maintenance II - Building Maintenance	Annual	$59,042.09	$61,818.68	$64,681.10	$67,751.18	$71,003.29
	Hourly	$28.3856	$29.7205	$31.0967	$32.5727	$34.1362
Police Records Training Officer	Annual	$59,042.09	$61,818.68	$64,681.10	$67,751.18	$71,003.29
	Hourly	$28.3856	$29.7205	$31.0967	$32.5727	$34.1362
Property and Court Officer	Annual	$59,042.09	$61,818.68	$64,681.10	$67,751.18	$71,003.29
	Hourly	$28.3856	$29.7205	$31.0967	$32.5727	$34.1362
Environmental Programs Specialist	Annual	$60,402.25	$63,225.40	$66,191.76	$69,301.77	$72,562.05
	Hourly	$29.0395	$30.3968	$31.8230	$33.3182	$34.8856
Librarian I	Annual	$60,402.25	$63,225.40	$66,191.76	$69,301.77	$72,562.05
	Hourly	$29.0395	$30.3968	$31.8230	$33.3182	$34.8856
Engineer Technician I	Annual	$61,818.68	$64,681.10	$66,191.76	$71,003.29	$74,359.78
	Hourly	$29.7205	$31.0967	$32.5727	$34.1362	$35.7499
Traffic Engineering Technician I	Annual	$61,818.68	$64,681.10	$66,191.76	$71,003.29	$74,359.78
	Hourly	$29.7205	$31.0967	$32.5727	$34.1362	$35.7499
Administrative Assistant	Annual	$63,225.40	$66,191.76	$69,301.77	$72,562.05	$75,974.37
	Hourly	$30.3968	$31.8230	$33.3182	$34.8856	$36.5261
Deputy City Clerk	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Equipment Mechanic	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Maintenance III - Building Maintenance	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Maintenance III - Parks	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Maintenance III - Streets	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Maintenance III - Trees	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Maintenance III - Water	Annual	$64,681.10	$67,751.18	$71,003.29	$74,359.78	$77,867.65
	Hourly	$31.0931	$32.5727	$34.1362	$35.7499	$37.4364
Computer Support Technician	Annual	$66,191.76	$69,301.77	$72,562.05	$75,974.37	$79,616.83
	Hourly	$31.8230	$33.3181	$34.8856	$36.5262	$38.2773

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Red Light Photo Enforcement Facilitator	Annual	$66,191.76	$69,301.77	$72,562.05	$75,974.37	$79,616.83
	Hourly	$31.8230	$33.3181	$34.8856	$45.7511	$38.2773
Librarian II	Annual	$67,751.18	$71,003.29	$74,359.78	$77,867.65	$81,612.50
	Hourly	$32.5727	$34.1362	$35.7499	$37.4364	$39.2368
Engineering Technician II	Annual	$69,301.77	$72,562.05	$75,974.37	$79,616.83	$83,410.24
	Hourly	$33.3182	$34.8856	$36.5261	$38.2773	$40.1011
Traffic Engineering Technician II	Annual	$69,301.77	$72,562.05	$75,974.37	$79,616.83	$83,410.24
	Hourly	$33.3182	$34.8856	$36.5261	$38.2773	$40.1011
Water Quality Technician	Annual	$69,301.77	$72,562.05	$75,974.37	$79,616.83	$83,410.24
	Hourly	$33.3182	$34.8856	$36.5261	$38.2773	$40.1011
Accountant	Annual	$71,003.29	$74,359.78	$77,867.65	$81,612.50	$85,502.11
	Hourly	$34.1362	$35.7499	$37.4364	$39.2368	$41.1068
Code Enforcement Officer	Annual	$71,003.29	$74,359.78	$77,867.65	$81,612.50	$85,502.11
	Hourly	$34.1362	$35.7499	$37.4364	$39.2368	$41.1068
Communications Officer	Annual	$71,003.29	$74,359.78	$77,867.65	$81,612.50	$85,502.11
	Hourly	$34.1362	$35.7499	$37.4364	$39.2368	$41.1068
Assistant Planner	Annual	$72,562.05	$75,974.37	$79,616.61	$83,410.24	$87,395.39
	Hourly	$34.8856	$36.5261	$38.2772	$40.1011	$42.0170
Communications Training Officer	Annual	$74,359.78	$77,867.65	$81,612.50	$85,502.11	$89,590.10
	Hourly	$35.7499	$37.4364	$39.2368	$41.1068	$43.0722
Senior Engineering Technician	Annual	$74,359.78	$77,867.65	$81,612.50	$85,502.11	$89,590.10
	Hourly	$35.7499	$37.4364	$39.2368	$41.1068	$43.0722
Economic Development Specialist	Annual	$77,867.65	$81,612.50	$85,502.11	$89,590.10	$93,867.41
	Hourly	$37.4364	$39.2368	$41.1068	$43.0722	$45.1286
Building Inspector	Annual	$77,867.65	$81,612.50	$85,502.11	$89,590.10	$93,867.41
	Hourly	$37.4364	$39.2368	$41.1068	$43.0722	$45.1286
Construction Inspector	Annual	$77,867.65	$81,612.50	$85,502.11	$89,590.10	$93,867.41
	Hourly	$37.4364	$39.2368	$41.1068	$43.0722	$45.1286
Financial Analyst	Annual	$77,867.65	$81,612.50	$85,502.11	$89,590.10	$93,867.41
	Hourly	$37.4364	$39.2368	$41.1068	$43.0722	$45.1286
Lead Communications Officer	Annual	$77,867.65	$81,612.50	$85,502.11	$89,590.10	$93,867.41
	Hourly	$37.4364	$39.2368	$41.1068	$43.0722	$45.1286
Management Analyst	Annual	$77,867.65	$81,612.50	$85,502.11	$89,590.10	$93,867.41
	Hourly	$37.4364	$39.2368	$41.1068	$43.0722	$45.1286
Associate Planner	Annual	$79,616.83	$83,410.24	$87,395.39	$91,576.49	$95,959.94
	Hourly	$38.2773	$40.1011	$42.0170	$44.0272	$46.1346
Transportation Management Coordinator	Annual	$79,616.83	$83,410.24	$87,395.39	$91,576.49	$95,959.94
	Hourly	$38.2773	$40.1011	$42.0170	$44.0272	$46.1346
Assistant Engineer	Annual	$81,612.50	$85,860.86	$89,590.10	$93,867.41	$98,338.47
	Hourly	$39.2368	$41.1068	$43.0722	$45.1286	$47.2781

Job Title	Rate	Step A	Step B	Step C	Step D	Step E
Senior Building Inspector	Annual	$87,395.39	$91,576.49	$95,959.94	$100,534.05	$105,391.04
	Hourly	$42.0170	$44.0272	$46.1346	$48.3337	$50.6688
Senior Planner	Annual	$87,395.39	$91,576.49	$95,959.94	$100,534.05	$105,391.04
	Hourly	$42.0170	$44.0272	$46.1346	$48.3337	$50.6688
Transportation Planner	Annual	$87,395.39	$91,576.49	$95,959.94	$100,534.05	$105,391.04
	Hourly	$42.0170	$44.0272	$46.1346	$48.3337	$50.6688
Associate Engineer	Annual	$91,576.49	$95,959.94	$100,534.05	$105,391.04	$110,496.94
	Hourly	$44.0272	$46.1346	$48.3337	$50.6688	$53.1235
Plan Checker	Annual	$91,576.49	$95,959.94	$100,534.05	$105,391.04	$110,496.94
	Hourly	$44.0272	$46.1346	$48.3337	$50.6688	$53.1235
Transportation Engineer	Annual	$95,959.94	$100,534.05	$105,391.04	$110,496.94	$115,850.41
	Hourly	$46.1346	$48.3337	$50.6688	$53.1235	$55.6973

APPENDIX "C~~D~~"

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 workers 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 workers. 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 issued 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 SID-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~~E~~"

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*; 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.*

***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

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1421 - Revised February 2013

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.*

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***

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-185 (04/04)

APPENDIX "~~F~~E"

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:	1. Verify eligibility for participation. 2. Complete the "Cashout" Election Form and submit to Human Resources ~~Department~~ Division prior to the annual deadline.
Human Resources ~~Department~~Division:	1. Communicate list of Employee elections to Finance/Payroll Division.
Finance Department/Payroll Division:	1. Verify eligibility for "Cashout" when requested by confirming election and available annual accruals. 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. 3. Adjust employee records to deduct Vacation Leave time paid off from available accruals.

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STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-217-CC**

Regular Business: **Approve the terms of a successor agreement between the City of Menlo Park and the American Federation of State, County, and Municipal Employees, Local 829 expiring June 30, 2020**

Recommendation

Approve the terms of a collective bargaining agreement between the City of Menlo Park and the American Federation of State, County, and Municipal Employees, Local 829 (AFSCME), and authorize the City Manager to execute a Memorandum of Understanding (MOU) with a term of October 1, 2017 through June 30, 2020.

Policy Issues

This recommendation aligns with the City's goals of balancing continued fiscal prudence in planning for potential impacts of employee retirement benefits, while also continuing to align the City as a competitive employer in the increasingly robust job market of the Silicon Valley.

Background

On February 7, 2017, in accordance with Council's Public Input and Outreach Regarding Labor Negotiations policy, a staff report was placed on the City Council agenda providing an opportunity for public comment prior to the commencement of labor negotiations. The staff report provided a summary of background information related to labor negotiations, a summary of bargaining unit information, cost information for salaries and benefits, and key issues facing the City on labor relation matters such as employee pension cost increases and medical premiums. At that meeting, there was no public comment.

American Federation of State, County, and Municipal Employees Local 829 (AFSCME) represents 35 non-sworn employees throughout the City who are primarily responsible for supervision of line staff in their service to the community. The City's and AFSCME's negotiation teams commenced negotiations on February 23, 2017. The parties met 13 times and reached a Tentative Agreement (TA) on August 30, 2017 for a successor MOU to the previous agreement which expired June 30, 2017. AFSCME notified the City that the TA was ratified by the membership on September 6, 2017.

Analysis

A complete copy of the Memorandum of Understanding (MOU) with changes is attached, as ratified by AFSCME members is attached, and is the document that is the subject of City Council ratification on

September 26, 2017. The following tables provide a summary of the key provisions and/or changes from the previous MOU. All changes from the prior MOU are reflected in Attachment A.

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Term MOU Article 24 Page 52	The tentative agreement (TA) provides for a three-year term beginning with City Council ratification and ending June 30, 2020. Given that negotiation of a successor agreement is not required for two fiscal years, 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 MOU Article 7 Page 8	Assuming City Council ratification on September 26, 2017, the TA includes an across the board cost of living adjustment to all pay rates in this unit, as follows: • 4.0%* effective the pay period beginning October 1, 2017* • 3.0% effective the pay period following July 1, 2018 • 2.5% effective the pay period following July 1, 2019 *Mid-year implementation of the pay rate increase results in an annualized 25 percent decrease in the rate adjustment. This results in only a 3% increase for this unit in fiscal year 2017-18.	 $137,100* 142,600 122,400 $402,100
Floating holiday MOU Article 10.2 Page 27	The TA increases annual floating holiday paid time off from 30 hours to 34 hours effective calendar year 2018. Floating holiday does not have a cash value and therefore does not result in cash to the employee or increase pensionable compensation. The TA also includes a one-time allowance of 4 floating holiday hours to be used between September 27, 2017 and October 10, 2017. If the hours are not used, the hours will be cashed out. This cash out does not increase pensionable compensation. *If fully cashed out by all bargaining unit members, the value of this TA is $7,700.	- $7,700*
Compensatory Time Off in lieu of paid overtime (CTO) MOU Article 8.2 Page 23	The TA requires an annual cash out of CTO in excess of 80 hours for all unit members and requires that employees make an annual irrevocable election to either be paid for overtime hours worked in the subsequent 12 month period or receive those hours in CTO in lieu of paid overtime. Given that CTO has a cash value currently, the cash out provision is not a new cost to the City. From a cash flow perspective, however, the 2017-18 adopted budget does not include provision for a cash out of CTO balances in excess of 80 hours. Therefore a budget amendment may be required once the aggregate cash out amount is known.	-

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Callback and standby pay MOU Article 8.2 Page 23	The TA clarifies the callback pay language to provide for minimum overtime pay in the event of an employee called back to their normal work location outside of his or her regularly scheduled shift. In situations where the employee is able to complete work at home, afterhours and there is no need to return to the employee's normal work location, the employee would be paid overtime only for the time worked. Additionally, this section clarifies that standby pay cannot be combined with callback pay or overtime. A nominal savings is anticipated as a result of this change.	-
Rest periods MOU Article 7.8 Page 21	The TA includes a provision to mitigate exposure to risks that may result from exhaustion during prolonged work hours in a non-emergency situation. If an employee in the Police or Public Works Departments works more than sixteen hours in a twenty-four hour period beginning with the time the employee reports to work, the employee is entitled to a rest period. This change lowers the risk of on-the-job injuries due to fatigue.	-
Benefit programs MOU Article 13 Page 36	Assuming City Council ratification on September 26th, the TA increases the City's contribution to the cafeteria plan by $50 per month per employee, regardless of the level of coverage, effective January 1, 2019 and an additional $50 per month per employee, regardless of the level of coverage, effective January 1, 2020.	$42,000
Short-term disability insurance MOU Appendix C Page 62	In response to concerns expressed by the bargaining unit, the TA includes a provision where both parties agree to Meet and Confer regarding the implementation of an employee-paid short-term disability insurance policy to address potential gaps between the exhaustion of an employee's paid time off balances and long term disability insurance.	-

The economic package outlined above is responsive to all three of the City's bargaining principles, as outlined in the February 7, 2017 report to the City Council announcing the City's intent to negotiate a successor agreement with AFSCME. Specifically:

1. **Principle #1 – Service to the Community**. 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, and businesses in Menlo Park. The AFSCME group is comprised of the City's mid-management personnel who are responsible for managing many frontline services provided to residents and business such as building inspections, recreation programs, library services, childcare services, street and parks maintenance, etc. The TA provides three years of stability for affected AFSCME represented classifications in the area of compensation. Too often,

open and unresolved contracts have the potential to adversely impact both labor and management employees in a way that is detrimental to their ability to provide service to the community.

2. **Principle #2 – Fiscal Sustainability**. 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 – Oakland – San Jose region. For budgeting purposes, the City measures CPI-U based on the annual change measured in February of each year. From February 2016 to February 2017, the CPI-U recorded an increase of 3.4%. Subsequent measures of the year-over-year change in CPI-U were 3.8% and 3.5% in April and June, respectively.

   Another measure of fiscal sustainability is the cumulative fiscal impact of the TA and the relationship of that impact to the 2017-18 budget's 10-year forecast. As discussed in the budget document, the amount available for salary increases takes into consideration increasing costs for employee pension and inflationary assumptions for non-salary items. The TA contains a wage increase of 4% effective the first full pay period following full ratification, 3% effective the pay period following July 1, 2018, and 2.5% effective the pay period following July 1 ,2019. While this package may be viewed as a cumulative total of 9.5% over three years, such a summary does not consider the impact of late implementation in the first fiscal year. With the 4% increase taking effect the first full pay period following City Council ratification, October 1, 2017, the resulting increase impacts only three quarters of the fiscal year for an effective salary and benefit expense increase of 3% in fiscal year 2017-18. In addition to falling within the assumptions of the City's long-term fiscal forecast, the salary increases also fall within assumptions made by CalPERS in its payroll growth assumptions that are used in actuarial analysis of pension liabilities.

3. **Principle #3 – Recruitment and Retention**. The terms of the successor agreement are an important component of recruiting and retaining quality employees. In response to fiscal sustainability goals and the ability to recruit and retain a qualified workforce, the City targets total compensation packages that are within the market median of comparable agencies. With neighboring agencies recently reaching agreement with their labor unions, the TA maintains the City's compensation package at market median.

   While the City's goal of providing a compensation package that is at market median (+/-5% of median) supports fiscal sustainability, median compensation may impact the City's ability to compete in the local market. With San Mateo County posting the lowest unemployment rate in the nine San Francisco Bay Area counties, 3.2% in July, competition for qualified employees is significant in all sectors, including local government. Given that vacancies in an organization of 270 full time equivalent personnel is likely to occur, as part of the City's 2017-18 budgeting principles, the budget assumes a vacancy factor of 4.2%. As of the printing of this report, the City's vacancy factor is three times the budgetary assumption at 12.6%. In the City's development services work groups, those work groups that support private development as well as execution of the City's capital improvement program, the City currently has vacancies rates between 33% and 40% percent of authorized full time equivalent employees. While management is not recommending additional adjustments above the TA for hard to fill positions, the City's current vacancies are impacting the City's ability to complete the ambitious City Council adopted work plan.

Impact of *Flores v. City of San Gabriel* Decision

On May 15, 2017, the U.S. Supreme Court denied the City of San Gabriel's petition for a review of the Ninth Circuit Court of Appeals' decision in *Flores v. City of San Gabriel* (*Flores*). *Flores* involved a group of police officers who sued their employer (City of San Gabriel) over the employer's calculation of the employee's overtime rate. The case found that the Fair Labor Standards Act (FLSA) requires the employer to include cash payments made in lieu of health benefits into its wage calculation for overtime pay purposes. In response to the ruling, the City is currently reviewing historical payroll records to determine the magnitude of the correction required to be compliant with the *Flores* decision. It is important to note that the City may be required to pay liquidated damages equal to the incorrect payment for up to three years. It is also important to note that overtime earnings are not pension-able wages.

Impact on City Resources

This TA results in a fiscal impact of approximately $391,800 over three years, net of savings realized as a result of the multi-year agreement. The total cost reflects an average annual increase in total compensation for the AFSCME bargaining unit of 2.55%. The TA fiscal impact is within the City Council's 10-year fiscal forecast as adopted in the 2017-18 budget. It is important to note that the City extends the wage and benefit components of the MOU with AFSCME to confidential employees and that change will be transmitted as part of the comprehensive salary schedule adoption on September 26, 2017.

Environmental Review

No environmental review is required for this item.

Public Notice

Public Notification was achieved by posting the report 15 days prior to the Council meeting of September 26, 2017.

Attachments

A. Track changes copy of Memorandum of Understanding between City and AFSCME expiring June 30, 2020

Report prepared by:
Dan Jacobson, Interim Finance and Budget Manager
Lenka Diaz, Human Resources Manager
Nick Pegueros, Administrative Services Director

Copy:
Nadia Bledsoe, Senior Business Agent, AFSCME Council 57 and Local 829

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MEMORANDUM OF UNDERSTANDING

BETWEEN

AMERICAN FEDERATION OF

STATE, COUNTY, AND MUNICIPAL EMPLOYEES

LOCAL 829

AND

THE CITY OF MENLO PARK

October 1 ~~20~~, 2017~~5~~ through June 30, 2020~~17~~

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APPENDIX A: CLASSIFICATIONS
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APPENDIX CD: LABOR MANAGEMENT COMMITTEE

PREAMBLE

This Memorandum of Understanding is entered into by and between American Federation of State, County and Municipal Employees, AFL-CIO (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 of the classifications for City 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 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 employment.
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.

1.3 The following employees are not eligible for representation by this bargaining unit:

1.3.1 All sworn police and sworn police management classifications which are contained in other bargaining units;

1.3.2 Members of the Management Team who are not subject to merit system employment procedures or protection;

1.3.3 Independent contractors**.**

ARTICLE 2: UNION SECURITY

2.1 Agency Shop

Consistent with the provisions of the California Government Code, Section 3502.5, an employee covered by this agreement shall either: (1) become a member of the Union and pay regular Union dues, or (2) pay to the Union an agency (representation) fee as permitted by law, or (3) present to the Union and the City's Human Resources Director a written declaration that he or she is a member of a bona fide religion, body, or sect that has historically held conscientious objections to joining or financially supporting public employee organizations. An employee who qualifies for this exemption shall, in lieu of the agency fee payment, pay an amount equal to the agency fee to one of the following three (3) non-religious, non-labor, charitable organizations:

- Second Harvest Food Bank of Santa Clara and San Mateo Counties
- Boys & Girls Clubs of the Peninsula
- InnVision Shelter Network

An employee who claims such exemption must submit written proof of such charitable payment annually to the Union and the Human Resources Director. If the employee fails to provide such written proof, the employee will be required to pay the agency fee.

2.2 Fee Deduction

If any employee in a classification covered by this MOU fails to authorize one of the above deductions within thirty (30) calendar days of date of hire or within thirty (30) calendar days' notice of the provisions of this agency shop, the City shall deduct the agency fee from the employee's paycheck. The City shall determine the timing of such automatic deductions. The requirement that employees who are not members of the Union pay this representation agency fee shall remain in effect until the earlier of: (1) expiration of this Agreement; (2) termination of the Agency Shop clause by action of the bargaining unit; or (3) legislation invalidating the manner in which Agency Shop was adopted. In the event that employees in the representation unit vote to rescind Agency Shop, the provisions of Section 2.3 – Maintenance of Membership, shall apply to dues-paying members of the Union.

2.3 Maintenance of Membership

Any employee who becomes a member of AFSCME shall not revoke such authorization except during the thirty (30) calendar day period between ninety (90) calendar days and sixty (60) calendar days preceding the expiration of this Memorandum of Understanding.

Revocation during said period shall be by written, signed statement furnished to the City with a copy sent to the Union (by the City).

An employee who so withdraws from Union membership shall still be subject to the provisions of Agency Shop (Section 2.1 above).

An employee who is subsequently employed in a position outside of the AFSCME unit shall not be required to continue dues deduction.

2.4 Payroll Deduction

2.4.1 The Union may have the regular dues of its members within the representation unit deducted from employees' paychecks under procedures prescribed by the City for such deductions. Dues deductions shall be made only upon signed authorization from the employee upon a form furnished by AFSCME and distributed by the City, and shall continue until: (1) such authorization is revoked, in writing, by the employee pursuant to the provisions of this Section 2.4; or (2) the transfer of the employee out of the representation unit.

2.4.2 The Union shall notify the City at least thirty (30) days in advance of any change in its dues and fees.

2.4.3 Employees may authorize dues deductions only for the organization certified as the recognized employee organization of the unit to which the employees are assigned.

2.4.4 Employees may voluntarily elect to have contributions deducted from their paychecks under procedures prescribed by the District for the P.E.O.P.L.E. fund. Such deductions shall be made only upon signed authorization from the employee and shall continue until such authorization is revoked in writing.

2.4.5 If, after all other involuntary and insurance premium deductions are made in any pay period, the balance is not sufficient to pay the deduction of Union dues, agency fee, or charity fee required by this Section, no such deduction shall be made for the current pay period.

2.4.6 The provisions of Section 2.4.1 above shall not apply during periods that an employee is separated from the representation unit, but shall be reinstated upon the return of the employee to the representation unit. For the purpose of this section, the term separation includes transfer out of the representation unit, layoff, and leave of absence without pay.

2.5 Union Obligations

2.5.1 The Union shall provide the City with a copy of the Union's Hudson Procedure for the determination and protest of its agency fees. The Union shall provide a copy of said Hudson Procedure to every agency fee payor covered by this Memorandum of Understanding and annually thereafter, and as a condition to any percentage change in the agency fee.

2.5.2 The Union will supply the City with deduction authorization forms and/or membership applications as well as other informational materials it wishes to be distributed to new employees.

2.5.3 Annually, the Union shall provide the City with copies of the financial report which the Union annually files with the California Public Employee Relations Board, the United States Department of Labor (Form LM-2), or the Union's balance and operating statement for the prior year. Failure to file such a report within sixty (60) days after the end of its fiscal year shall result in the termination of all agency fee deductions without jeopardy to any employee, until such report is filed.

2.5.4 The Union shall refund to the City any amount paid to it in error upon presentation of supporting evidence.

2.6 City Obligations

2.6.1 Any new employees hired into positions covered by this Memorandum of Understanding shall be provided by the City and shall execute an "Employee Authorization for Payroll Deduction" form selecting one of the following: (1) Union dues; (2) agency fee; or (3) if he/she qualifies pursuant to the requirements of Section 2.1 above, a fee equal to agency fee payable to one of three (3) negotiated charities.

2.6.2 P.E.O.P.L.E. Checkoff. All employees 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.

2.6.3 All transmittal checks shall be accompanied by documentation which denotes the employee's name, employee ID number, amount of deduction and member or fee payor status.

2.6.4 The City shall hand out agreed upon Union materials along with Agency Shop forms.

2.7 Hold Harmless

The Union shall indemnify, defend, and hold the City harmless against any and all claims, demands, suits, orders, or judgments, or other forms of liability that arise out of or by reason of this Union Security section, or any action taken or not taken by the City under this Section 2. This includes, but is not limited to, the City Attorney's fees and costs.

2.8 Upon request from the Union, but not more than once every six (6) months, the City shall supply the Union with a list of the names, addresses, and classifications of all unit employees except those who file written notice with the Human Resources Department objecting to 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 and separations which occurred during the previous month. Additionally, once a month the City shall supply to the Union a list, generated by the City, that includes all represented employees, their Department, division and an indication of their membership status.

2.9 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.

ARTICLE 3: REPRESENTATION

3.1 It is agreed that, as long as there is no disruption of work, three (3) 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 before the City or similar agencies. The Union shall designate the three (3) representatives 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. 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 his/her 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 Three (3) Union representatives who are City employees 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.

3.4 Three (3) representatives shall be allocated up to two (2) hours time off every other month without loss of pay for purposes of meeting and consulting on matters within the scope of representation, other than formal negotiations.

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.

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 Human Resources Department 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 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, military leave, 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

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 his/her 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 he/she is 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 Human Resources Director in writing within seven (7) calendar days of his/her 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 bargaining units.

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 he/she is 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 his/her 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 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 and promotional appointments shall be subject to a probationary period of six (6) months for unit members. 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 absences lasting four (4) 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 for the position;
   or
b. extend the probation;
   or
c. reject him/her 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 he/she has 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 his/her prior classification and non-probationary status in that classification and to the pay step he/she 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 During the term of this MOU, the Union and the City agree to meet and confer over the creation of a pay-for-performance system.

6.2.3 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 the 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 The Human Resources Department 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 his/her personnel file upon written request or may authorize, in writing, review by his/her 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 and an authorized representative of the Union of any adverse material placed in an employee's 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, his/her 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 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 and verification and disclosure of salary range 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. Where an interview panel is used as part of the examination process, at least one member of that panel shall, whenever feasible, be a person who is not employed by the City, but is employed by a different municipality performing or supervising similar duties and responsibilities..

6.5.2 Members of the bargaining unit who are permanent employees applying for promotional opportunities and who meet the minimum qualifications for the position will be considered and interviewed.

6.5.3 In the event a temporary employee is appointed to the position being temporarily occupied for 2,080 hours or more, the total hours worked prior to the date of appointment shall be totaled and divided by the permanent hours per week, and the seniority adjusted to reflect the time served as a temporary employee. The adjusted seniority will be recognized for purposes of seniority, vacation, and salary advancements.

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 his/her job 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 departmental budget does not relieve an employee from the responsibility of submitting his/her 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 the first pay period of the fiscal year.

If the employee receives a favorable recommendation for reclassification prior to the first pay period of the fiscal year, he or she will receive pay for working out of classification under Section 7.8.

During the term of this Agreement, the Union shall coordinate submission of job re-evaluation requests.

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.

6.7 Recruitment

In cases where an employee has vacated an authorized position within the unit, the City shall endeavor to begin the recruitment process within thirty (30) working days.

6.8 Re-employment – Voluntary Separation

Any employee who voluntarily terminates employment and is rehired within twelve months of the date of separation from the City shall have their accrual rates adjusted to the levels achieved prior to separation, except that the time in which the employee was not employed by the City shall not be counted. In addition, all leave balances not paid out upon separation shall be restored to the levels appearing on City records as of the date of separation, except for floating holiday which will not be restored for the remainder of the calendar year in which the separation occurred.

For all other purposes, the time in which the employee was not employed by the City will be treated in the same manner as an unpaid leave of absence.

Re-employment of any employee within the twelve (12) month period is at the sole discretion of the City. If the City decides not to re-employ the former employee, the decision of the City shall be final and not be subject to appeal or to the grievance procedure.

ARTICLE 7: PAY RATES AND PRACTICES

7.1 Overall wage adjustment

7.1.1 Effective the beginning of the first full pay period after ratification of this Agreement by the membership and approval by City Council, the pay rates for employees in this representation unit shall be increased by ~~Three~~ four Percent (4~~3~~.0%). The pay rates for employees in the representation unit shall be as set forth in Appendix "B" to this Agreement.

7.1.2 Effective the beginning of the first full pay period following July 1, 2018, the pay rates for employees in this representation unit shall be increased by three percent (3.0%). The pay rates for employees in the representation unit shall be as set forth in Appendix "B" to this Agreement.

7.1.3 Effective the beginning of the first full pay period following July 1, 2019, the pay rates for employees in this representation unit shall be increased by two and one half percent (2.5%). The pay rates for employees in the representation unit shall be as set forth in Appendix "B" to this Agreement.

~~7.1.2 The City and AFSCME agree to reopen this MOU on March 1, 2016, on the single issue of wage increases. No special wage increases will be implemented during the term of this agreement without mutual agreement between the City and AFSCME. If no mutual agreement is reached on or before June 1, 2016, an overall wage adjustment of 2.0% will be implemented the first full pay period after July 1, 2016, after which the obligation to bargain under this reopener provision shall cease.~~

~~7.1.3 Effective the first full pay period following ratification of this Agreement by the membership and approval by City Council, the City will pay each member of the bargaining unit a one-time lump sum non-pensionable bonus of $1,000. This amount shall be prorated for part time employees and employees hired after July 1, 2015.~~

7.2 Step Increases

Merit advances from the first salary step to the second salary step shall be granted at six (6) month intervals and between second and subsequent steps at one (1) year intervals if the affected employee has demonstrated continued competent service. Employees who are hired in at Steps B, C or D, or are promoted and placed at Steps B, C or D will be eligible for their next step increase in six (6) months. 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.

During the term of this Agreement, the parties agree to discuss, in an informal manner, alternatives to the merit pay system and related step increases, which may include exploration of various pay for performance systems, as well as ways in which to recognize certificates, advanced degrees and other career achievements. Such discussions may lead to an alternative pay system that would be implemented in lieu of the current system detailed in Sections 7.2 and 7.3 of this Memorandum of Understanding. If both parties agree to such a system during the term of this agreement, the change shall be documented by side letter with the intent of including it in subsequent contracts. Nothing in this section shall commit either party to making a change to the current system during the contract term.

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 Human Resources Director, 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, the employee shall be placed on the first step in the new salary range, or on the step which provides for a minimum five percent (5%) increase in salary, whichever is greater, not to exceed the top step of the new range.

7.4.2 Demotion

Upon demotion of an employee with permanent status in his/her current class, his/her 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 Human Resources Director on the basis of a proficiency test determined 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 Union 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 Any employee who is required by the City to report to their normal work location on a day when the employee has not been scheduled, or any employee called back to work after ~~the~~ completing~~on of a~~their regular work day and leaving their normal work location~~for that employee~~, shall be

entitled to a minimum of two (2) hours of compensation at one and one-half times their ~~regular~~ hourly rate of pay.

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.

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, his/her choice of either compensation at one and one-half times their ~~regular~~ hourly rate of pay 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 Three Dollars and Seventy-Five Cents ($3.75) per hour for each hour the employee is assigned to standby duty. In the event the SEIU employees' standby rate changes, the City will maintain a fifty cent ($0.50) differential in the standby hourly rate. An employee shall not combine standby pay with call back pay or overtime.

7.8 Rest Period Following Extended Work

7.8.1 A Public Works employee 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 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 Public Works Director or his/her 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 normal work shift.

7.8.4 This section shall not apply in emergency situations.

7.9 Working Out of Classification

7.98.1 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 appropriate Department Director or Designee must approve assignments of Working out of Classification in writing and on a City-authorized form.

The employee must be working in a budgeted position (i.e., the position must be vacant or the incumbent must be on a long term leave of absence and/or vacation). Pay for working out of classification shall be as follows:

7.98.1.1 An employee performing duties associated with a higher position 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.

7.98.2 Out of classification provisions do not apply to work assignments performed in connection with declared conditions of public peril and/or disaster.

7.109 Night and Weekend Differential

7.109.1 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.

7.109.2 The ~~Technical Services~~ Communications and Records Manager 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.

7.110 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 his or her 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, 9/80 or 12 hour schedule, shall consist of forty (40) hours within a seven (7) day work week and is five (5) 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.

b. A 4/10 work schedule shall be four (4) days served in units of ten (10) hours within a seven (7) day work week. For this schedule, the workweek begins Sunday midnight and ends Saturday at 11:59 P.M.

c. 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, 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 head.

8.1.4 Rest Periods.

One (1) fifteen (15) minute rest break with pay shall be provided to unit members 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 as part of a regular schedule.

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 seven day work week.

Overtime shall be compensated pursuant to Section 8.2.3. All overtime must be authorized and approved in advance by the Department Head.

8.2.2 Modified Schedules. At the request of either the employee or Department Head, the Department Head may approve a schedule of more than eight (8) hours per day without overtime compensation**.** Employees shall not be assigned irregular hours to avoid overtime.-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 Head. Overtime shall be compensated at either (1) the rate of one and one-half (1.5) times the employee's regular rate of pay or (2) 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~~as described in Section 8.2.4 ~~except when the employee's choice of compensatory time would interfere with a department's ability to recover the cost of the overtime~~.

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 his/her department, and must be approved in advance by the Department Head. Once an employee has reached the limits of compensatory time in this section he/she shall receive cash at the overtime rate for all overtime worked.

Upon termination, all unused compensatory time shall be paid ~~off~~ out at the employee's ~~final~~ existing 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~~.

a. Employees will make an irrevocable election to receive either CTO or pay for all overtime hours worked in the following calendar year. This election will occur once annually, coinciding with the vacation cash-out election period.

1) If an employee fails to file his or her election by the annual deadline established by the City, that employee will receive pay for all overtime hours worked in the following calendar year and no compensatory time may be accrued.

2) Overtime offered as "pay only" (e.g., when the worker's choice of CTO would interfere with a department's ability to recover the cost of the overtime) can only be worked for pay, even if the employee has elected to receive CTO for the year.

3) When an employee's CTO bank is at the cap in Section 8.2.4, he or she may not accrue additional CTO and will be paid for all overtime, even if he or she has elected to receive CTO for the year.

4) Any compensatory hours accumulated in the calendar year over eighty (80) hours will be cashed out in the full pay period including November 1.

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 fifteen (15) 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, and applicable Building and Planning Department employees, consistent with existing practice.

9.2 Technical Services Manager(s) shall upon initial appointment be provided required uniforms as determined by the Chief of Police, and thereafter receive Six Hundred Dollars ($600.00) per year uniform allowance in the amount of $23.077 per biweekly pay period. If an eligible employee is on unpaid leave for a period of one (1) full pay period or more, the employee will not receive uniform allowance pay for that period.

The City will provide uniform jackets for City Service Employees 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 Two Hundred Eighty-Five Dollars ($285.00) toward the cost of no more than three (3) pairs of OSHA approved safety shoes/boots per year. Employees in the Public Works Department assigned to the tree crew shall be reimbursed for up to Three Hundred Forty Dollars ($340.00) 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.

9.4 Employee clothing seriously damaged or destroyed in conjunction with employment duties will be reasonably replaced by the City.

9.5 The City shall reimburse the Fleet Supervisor in the Maintenance Division who, as a condition of employment, is required to provide his or her 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 his or her duties. Reimbursement will be made on submission of receipts, but no more than twice per fiscal year. The City shall reimburse a maximum of one thousand dollars ($1,000.00) 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 four hundred dollars ($1,400) per fiscal year.

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 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.

10.1.2 Pay for Fixed Holidays. All full-time employees shall be paid a full day's eight (8) hours pay at their regular straight time base hourly rate for all fixed holidays as defined herein. All part-time workers 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 worker is indefinitely assigned to work in the employee's regularly scheduled part-time position.

10.1.3 Work on Fixed Holidays. Any employee required to work on a fixed holiday and in addition to holiday pay shall be compensated at time and one-half for such work. 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.

10.1.4 An employee who is scheduled to work on a designated City holiday, and subsequently calls in sick, the employee shall not receive holiday pay.

10.2 Floating Holiday Time

Employees shall annually receive thirty-~~-~~four (34~~0~~) 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.

On a one-time only basis, employees shall receive 4 additional hours of floating holiday time that may be used between September 27, 2017 and October 10, 2017. If these four hours are not used October 10, 2017, the hours will be automatically cashed out on October 20, 2017.

The following conditions will apply to such floating days off:

10.2.1 Employees shall request a floating day off in accordance with normal vacation time off request procedure. In cases of conflicting requests for the same day made at the same time, length of service shall govern who receives the day off.

10.2.2 Floating days off must be used during or prior to the end of the twenty-sixth (26) pay period of the year in which it was credited or be forfeited.

10.2.3 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.

10.2.4 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.

10.2.5 Floating holiday balances remaining at the time of separation will be forfeited. Employees who are laid off shall be permitted to exhaust their floating holiday balance prior to layoff, subject to department head approval, considering the needs of the department, specifically with regard to the employee's assigned duties and the employee's desires.

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 for full time employees, and a prorated amount for permanent part time employees. 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 Vacation Scheduling

11.3.1 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.

11.3.1.1 Vacation Scheduling for Personal Business

11.3.1.2 An employee shall be entitled to a maximum of three (3) vacation days per year for personal business. Such leave shall be deducted from accrued vacation or compensatory time.

11.3.1.3 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 or state and federal laws.

11.3.1.4 An 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.

11.3.1.5 Requests shall be considered in accordance with Section 11.3.1 above.

11.4 Payment on Separation

Accrued vacation time up to the maximums described in Section 11.2 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.

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, 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 Except for urgent and compelling reasons, employees who are not at work due to a non-work related illness or injury should not be contacted during their absence. This Section does not modify the provisions of Section 12.1.3.

12.1.5 Compensation for Accumulated Sick Leave.

12.1.5.1 Resignation. A resigning employee who has fifteen (15) or more years of continuous service shall receive compensation for up to fifteen percent (15%) of his/her 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 his/her last day of paid service to the City.

12.1.5.2 Retirement. An employee who retires under PERS from the City may elect to receive cash compensation for fifteen percent (15%) of his or her 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 his or her last day of paid service to the City. If the employee was hired by the City prior to October 23, 2011, he or she may alternately 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 12.1.5.3. Employees may combine any of the above two options.

12.1.5.3 An employee with a minimum of five (5) years of continuous service hired by the City prior to October 23, 2011 may elect to convert accumulated sick leave to retirement health credits upon retirement from the City according to 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.

12.1.5.4 Layoff. An employee hired by the City prior to October 23, 2011 may, upon layoff, after the health insurance benefit paid under Section 5.8.1 has been exhausted, convert up to a maximum of forty-eight (48) hours of the employee's accrued sick leave balance to retirement health credits at the rate prescribed in Section 12.1.5.3. If laid off with fifteen (15) or more years of continuous service, an employee may elect to receive compensation for up to fifteen percent (15%) of his/her accumulated sick leave balance up to a maximum of five hundred (500) hours, and may combine such option with the retirement health credit conversion described in this subsection if hired by the City prior to October 23, 2011, provided he/she has sufficient accumulated sick leave to do so. Under the compensation option, payout shall be based on the employee's rate of pay on his/her last day of paid service to the City.

12.1.6 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.

12.1.7 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.

12.1.8 Dental Coverage. Employees who qualify for the retirement health credit conversion may elect dental coverage at the rate of one-half (.5) unit for every month of paid dental insurance.

12.1.9 Transfer of Sick Leave for Catastrophic Illness. Transfer of sick leave for catastrophic illness is designed to assist employee 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 he/she can remain in a paid status for a longer period of time, thus partially ameliorating the financial impact of the illness, injury or condition.

A catastrophic illness is defined as an illness which has been diagnosed by a competent physician, requiring an extended period of treatment or recuperation, and which has a significant risk to life or life expectancy.

Confirmation of the condition and prognosis by a health care provider chosen by the City may be required.

The Human Resources Department will discuss with AFSCME 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 his or her 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.

12.2 Long Term Disability

12.2.1 Should any illness or injury extend beyond ~~thirty~~ forty-five calendar ~~working~~ (45~~30~~) 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, vision 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.

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 Leave Without Pay

12.3.1 Leaves of absence without pay may be granted in cases of personal emergency or when such absences would not be contrary to the best interest of the City.

12.3.2 Requests for leaves of absence without pay must be written and submitted to the department head and Human Resources Director. 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 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.

12.3.3 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 Jury Duty and Subpoenas

12.4.1 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 his/her assigned duties until released by the court, provided the employee remits to the City all fees received from such duties other than mileage or subsistence allowances within thirty (30) days from the termination of jury service.

12.4.2 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.

12.4.3 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 his/her regular shift following performance of the duties above, reasonable consideration shall be given to such factors as travel time and a period of rest.

12.5 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.

12.6 Bereavement Leave

An employee shall be allowed regular pay for not more than 24 hours (or a prorated amount for permanent part time employees) when absent because a death has occurred in the immediate family. For purpose of bereavement leave, members of the immediate family shall be limited to mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother or grandfather of the employee, or spouse, brother, stepbrother, sister, stepsister, child, grandchild, domestic partner or dependent of the employee.

To qualify for bereavement leave in the event of the death of a domestic partner, the employee must have filed a declaration of domestic partnership with the Human Resources Department prior to the request to utilize such leave.

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.

12.7 Maternity and Parental Leave

Employees are entitled to leaves of absence for maternity, parental bonding, and pregnancy-related disability. All such leaves of absence shall be granted and compensated in accordance with state and federal laws covering these topics, including the California Family Rights Act.

12.8 Miscellaneous Leave Provisions

12.8.1 Leaves of absence without pay which exceed four (4) weeks and are for leaves other than military shall not be included in determining seniority.

12.8.2 At the conclusion of a leave of absence an employee shall be returned to an equivalent position within his/her classification.

12.8.3 For any unpaid leave of absence the employee may elect to continue insurance coverage for up to the duration of his/her leave of absence at his/her own expense.

12.8.4 For any paid leave of absence, all benefits continue to accrue.

12.8.5 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.

12.8.6 At the conclusion of a leave of absence for any disability the employee may be required to submit a physician's statement certifying that he/she is medically qualified to resume work.

12.8.7 All provisions of this Article shall be administered in conformance with all Federal and State Laws.

12.9 Educational Leave and Tuition Reimbursement

12.9.1 The City shall contribute Four Thousand Dollars ($4,000.00) annually on July 1st of each year to the AFSCME 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, for classes completed in accredited institutions of learning or approved specialized training groups leading to an academic degree or improved job related skills. Parking fees or health fees related to enrollment will not be included. Programs must be approved in advance. Reimbursement will be provided upon successful completion of approved courses. Employees must attach a final grade of "C" or better for both undergraduate and graduate work. The 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.

Employees wishing to engage in educational programs involving work time may be granted rescheduled time if departmental operations permit.

12.9.3 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.

12.9.4 Claims for qualified expenditures shall first be reimbursed to an individual maximum of seven hundred dollars ($700) per fiscal year. After payment of all such claims, on June 30, should there be unused funds remaining in this fund, qualified claims in excess of seven hundred dollars ($700) already paid, and received no later than July 15 of that year, shall be

reimbursed on a pro-rata basis not to exceed a total annual individual reimbursement of Two Thousand Five Hundred Dollars ($2,500).

ARTICLE 13: BENEFIT PROGRAMS

13.1 Medical

~~13.1.1 The City shall continue the existing flexible benefits plan for employees through the term of this Agreement.~~

13.1.1~~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.

13.1.2~~3~~ ~~For the plan year ending December 31, 2015, t~~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 13.1.1~~2~~ equals the following:

$2,212~~085.56~~ per month - family coverage
$1,665~~604.28~~ per month - two-person coverage
$839~~802.14~~ per month - single coverage

[EXAMPLE: If the PEMHCA minimum contribution is $128~~2~~, then the City shall make a flexible benefits plan contribution of $~~1,963.56~~2,084 per month for family coverage, $1,~~482.28~~ 537per month for two person coverage and $~~680.14~~711 per month for single coverage.]

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367~~49~~.00 per month. Effective January 1, 2018, this amount with no longer be contributed through the flexible benefits plan.

13.1.3~~4~~ For the plan year beginning January 1, 2019~~6~~, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.~~2~~1 equals the following:

$~~2,148.00~~2,262 per month - family coverage
$~~1,652.00~~1,715 per month - two-person coverage
$~~826.00~~889 per month - single coverage

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367~~0.00~~ per month.

13.1.4~~5~~ For the plan year beginning January 1, 2020~~17~~, the City shall make a non-elective employer contribution to the flexible benefits plan on behalf of

each active employee in an amount which, together with the minimum PEMHCA contribution in 13.1.2 equals the following:

~~$2,212.00~~ 2,312 per month	- family coverage
~~$1,665.00~~ 1,765 per month	- two-person coverage
~~$839.00~~939 per month	- single coverage

Cash-in-Lieu of Medical Coverage: Employees who waive coverage will be entitled to $367.00 per month.

13.15 Each Active employee may use his/her allocated amount for any benefits permitted by law and provided for in the FSA plan document. The plan document will be amended to eliminate cash distributions, and to add employee-paid "buy up" of vision benefits.

~~13.1.6 Consistent with applicable laws and regulations, each employee may use his/her allocated amount for any benefits permitted by law and provided for in the flexible benefit plan document. As of the execution of this agreement, those benefits include:~~

~~a. Health insurance in accordance with PERS regulations and Federal law;~~
~~b. Additional life insurance, provided by the City's insurance carrier, up to the maximum allowed by the City's carrier;~~
~~c. Child care expenses not otherwise reimbursed by the City;~~
~~d. Any qualified personal medical, dental and vision care expenses not covered by the City's plans, including but not limited to deductibles, co-payments, medication and medical equipment.~~
~~e. 80% of the employee's allocated amount in cash, subject to appropriate tax withholding.~~

13.1.6~~7~~ Employees 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 toward the retiree's employee only health care premium once the employee has exhausted the sick leave conversion to retiree health credits under Section 12.1.5.3. This reimbursement shall be in addition to the minimum employer contribution for agencies participating in the Public Employees' Medical and Hospital Care Act (PEMHCA). This section shall not apply to employees hired in a permanent classified position in this unit after October 23, 2009.

13.1.7~~8~~ For part-time employees who are a member of the unit, the City shall prorate the dollar amount allocated under Sections 13.1.2~~3~~, 13.1.3~~4~~, and 13.1.4~~5~~.

13.1.8~~9~~ Employees whose medical insurance premium costs exceed the combined allocation available through the cafeteria plan and Section 13.1.1~~2~~ shall

have the excess cost of their medical premiums paid with before-tax compensation through a premium conversion plan.

13.1. 9~~10~~ ~~Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he or she has health insurance coverage that is at least eighty percent (80%) comparable overall to a PEMHCA plan in order to receive cash back under Section 13.1.6 (e).~~Each employee must enroll in an available PEMHCA health insurance plan or demonstrate that he/she has health insurance coverage equivalent to the PEMHCA plan in order to receive the monthly amount for waiving coverage.

13.1.10~~1~~ 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 health 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.

13.1.11~~2~~ 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 an alternative provider, consortia or group. However, the Union will have the option to remain in the PEMHCA program.

13.1.12 Effective July 1, 2017, Cash-in-Lieu of Medical Coverage amounts will be included in the calculation of a 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

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

~~Effective the latter of January 1, 2016, or upon agreement with all employee groups, t~~The City shall continue to 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 City Recreation Programs~~

~~13.4.1 The City shall contribute Five Thousand Six Hundred Dollars ($5,600.00) on July 1, 2015 to the AFSCME recreation reimbursement fund. An employee may request a recreation voucher from Human Resources for fees incurred by the employee and/or his/her dependents for participation in recreation programs run by the City's Community Services Department. The processing of the voucher shall be on a first come first served basis. Vouchers must be submitted to Human Resources during the fiscal year the expense was incurred. Such payments shall be made on a tax-exempt basis only where the employee and/or the dependent is enrolled on a space available basis, as defined by IRS law. The employee shall be subject to a maximum reimbursement of Six Hundred Dollars ($600.00) for fees incurred during the first six months of the fiscal year, and a total of One Thousand Dollars ($1,000.00) total in any entire fiscal year.~~

~~13.4.2 Employees may charge up to $250.00 per year for recreation room rentals to this fund.~~

~~13.4.3 The City shall contribute Two Thousand Eight Hundred Dollars ($2,800.00) on July 1, 2016, to the AFSCME recreation reimbursement fund. An employee may request a recreation voucher from Human Resources for fees incurred by the employee and/or his/her dependents for participation in recreation programs run by the City's Community Services Department. The processing of the voucher shall be on a first come first served basis. Vouchers must be submitted to Human Resources during the fiscal year the expense was incurred. The employee shall be subject to a maximum reimbursement of Six Hundred Dollars ($600.00) for fees incurred during the first six months of the fiscal year. Effective December 31, 2016, this benefit shall cease.~~

~~13.5 City Child Care Programs~~

~~13.5.1 The City shall contribute Eight Thousand Dollars ($8,000.00) on July 1, 2015, to the AFSCME Child Care reimbursement fund, and there shall be a One Thousand Two Hundred Dollar ($1,200.00) maximum amount available to any individual employee, reimbursable at the rate of One Hundred Dollars ($100.00) per month for as long as funds are available. These funds may be used to reimburse an employee for child care provided by any licensed child care provider or put toward the cost of any City run child care program in advance of actual enrollment in that program. Participants in this program will not be allowed to claim family members or any other care givers who are not licensed child care providers.~~

~~Such payments shall be made on a tax-exempt basis only where the employee and/or dependent is enrolled on a space available basis, as defined by IRS law.~~

~~13.5.2 The City shall contribute Four Thousand Dollars ($4,000.00) on July 1, 2016, to the AFSCME Child Care reimbursement fund, and there shall be a Six Hundred Dollar ($600.00) maximum amount available to any individual employee, reimbursable at the rate of One Hundred Dollars ($100.00) per month for as long as funds are available. These funds may be used to reimburse an employee for child care provided by any licensed child care provider or put toward the cost of any City run child care program in advance of actual enrollment in that program. Participants in this program will not be allowed to claim family members or any other care givers who are not licensed child care providers. Such payments shall be made on a tax-exempt basis only where the employee and/or dependent is enrolled on a space available basis, as defined by IRS law. Effective December 31, 2016, this benefit shall cease.~~

13.4~~6~~ Employee Assistance Program

The City shall continue to provide an employee assistance program to employees as currently provided.

13.5~~7~~ 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 Retirement benefits for employees hired by the City prior to October 23, 2011, shall be those established by the California Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.7% at age 55 formula, single highest year.

14.2 Retirement benefits for new 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 California Public Employees' Retirement System (CalPERS) for local miscellaneous members 2.0% at age 60 formula, highest three years.

14.3 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.

14.4 The City shall pay none of the employee's contribution to CalPERS. The full unit member's contribution shall be deducted from the unit member's pay by the City and forwarded to CalPERS in accordance with the rules and regulations governing such contributions.

14.5 The City will continue to apply Internal Revenue Code 414 (h)(2) on the employee's contribution to CalPERS.

14.6 Beginning with fiscal year 2011-12, should the employer rate rise above 15.850%, the increase shall be shared equally between the employee and the employer. As an example, if the employer rate for 2011-12 is 16.000%, the City shall pay 15.925% and the employee shall pay 8.075% (inclusive of the 8.000% fixed employee contribution).

14.7 Effective as soon as practicable and after January 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 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 employee 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 advisory 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 II and beyond.

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 - Immediate Supervisor

15.3.1.1 Any employee who believes he/she has 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 employee 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 the 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 II, 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 III, 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 15.3.4.1.

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/her. 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 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 in assignment 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.

15.4.3 Letters of Reprimand may be appealed under this section only to the City Manager level (Section 15.4.4.)

15.4.4 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 after the presentation of the appeal. For letters of reprimand, the City Manager's decision shall be final. However the employee may write a response and have that response included in his or her personnel file.

15.4.5 For appeals of 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.

15.4.6 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 the Union has notified the City of its intent to proceed to Arbitration, either party may request a list of five (5) labor arbitrators who shall be retired judges of the Superior Court of the County of San Mateo. The Union and City shall attempt to agree to the selection of a retired judge. If no agreement can be reached, each party shall alternately strike a name from the list until one (1) name remains, who shall serve as the arbitrator.

15.4.7 The City and 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.

15.4.8 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.

15.4.9 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.

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 rights 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
- Determine the necessity, merits, mission and organization of any service or activity of the City or of any City Department, Agency or Unit.

18.2 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; 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.

18.3 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.

18.4 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, demote, or discharge permanent employees for unsatisfactory work or conduct. Disciplinary action, if taken must be acted upon within forty-five (45) days of the date of discovery of the basis for the discipline unless the City demonstrates that at the end of the forty-five (45) day period, it was engaged in an active, ongoing investigation of the allegations.

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 Notice of disciplinary action must be in writing and served on the employee and their authorized Union representative in person or by certified and regular mail prior to the disciplinary action becoming effective. The notice must be filed on a timely basis with the Human Resources Department and included in the employee's personnel file. The notice of disciplinary action shall include:

21.3.1 Statement of the nature of the disciplinary action;

21.3.2 Effective date of the action;

21.3.3 Statement of the reasons for the proposed action;

21.3.4 Statement in ordinary and concise language of the act or the omissions upon which the reasons for the proposed disciplinary action are based.

21.3.5 In all cases of disciplinary action, the notice shall include a statement advising the employee of his/her right to appeal such action and the right to Union representation.

21.4 In cases of demotion, discharge, or suspension of employees in permanent status, 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.

21.5 Nothing herein shall prohibit the Union from discussing the issue of a time limit on the duration in which the disciplinary action will remain in the employee's personnel file, however, by entering into such discussions, there shall be no commitment on the part of the City to agree to a time limit.

ARTICLE 22: TRANSFER

22.1 Definition

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. A copy of the vacancy notice shall be forwarded to the Union President and a second copy shall be forwarded to the Union office.

22.2.3 The request for transfer will be sent to the Human Resources Director with a copy to the Department Director. A conference shall be held at the request of the employee or the Human Resources Director 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.

22.2.7 Only one (1) voluntary transfer may be granted per employee in any one (1) year period.

22.3 Administrative Transfers

22.3.1 An administrative transfer may be initiated by the Human Resources Director or his/her 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, military leave, unpaid illness, unpaid industrial accident leave, or hours served as a temporary or contract employee in a 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: TERM OF AGREEMENT

This Agreement shall remain in full force and effect up to and including June 30, 2020~~17~~, and thereafter shall continue in effect year by year unless one of the parties notifies the other in writing no earlier than ninety (90) days prior to the expiration or subsequent contract anniversary and no later than sixty (60) days prior to the expiration or subsequent contract anniversary, 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 829, A.F.S.C.M.E., AFL-CIO
_____	_____
_____	_____

APPENDIX "A"
CLASSIFICATIONS REPRESENTED BY
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES,
LOCAL 829, AFL-CIO

~~Belle Haven Family Services Program Manager~~
~~Branch Library Manager~~
~~Building Official~~
Business Manager ~~– Development Services~~
~~Children's Services Manager~~
~~City Arborist~~
Communications and Records Manager~~Community Services Manager~~
Custodial Services Supervisor
~~Development Services Manager~~
~~Environmental Programs Manager~~
~~Facilities Supervisor~~
~~Financial Services Manager~~
~~Fleet Supervisor~~
~~Gymnastics Program Coordinator~~
~~Housing Manager~~
Information Technology Supervisor~~Services Manager~~
~~Librarian III~~
Literacy Program Manager
Management Analyst II~~Parks and Trees Supervisor~~
Permit Manager~~Program Supervisor - Title 22~~
Principal Planner~~Program Supervisor - Title 5~~
Public Works Supervisor – City Arborist
Public Works Supervisor – Facilities
Public Works Supervisor – Fleet
Public Works Supervisor – Parks
Public Works Supervisor – Streets
Recreation ~~Program~~ Coordinator
Recreation Supervisor
Revenue and Claims Manager
Senior Accountant
Senior Building Inspector
Senior Civil Engineer
Senior Librarian
Senior Transportation Engineer
~~Streets Supervisor~~
~~Support Services Manager~~
~~Technical Services Manager~~
Water System Supervisor
~~Youth Services Coordinator~~

APPENDIX "B"
AFSCME SALARY SCHEDULE
~~PROPOSED 10/20/2015~~

Appendix B

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Business Manager	A	$ 93,078	$ 7,756	$ 3,580	$ 44.7490
	B	$ 97,554	$ 8,130	$ 3,752	$ 46.9010
	C	$ 102,204	$ 8,517	$ 3,931	$ 49.1365
	D	$ 107,091	$ 8,924	$ 4,119	$ 51.4860
	E	$ 112,204	$ 9,350	$ 4,316	$ 53.9440
Communications and Records Manager	A	$ 107,794	$ 8,983	$ 4,146	$ 51.8240
	B	$ 113,025	$ 9,419	$ 4,347	$ 54.3390
	C	$ 118,454	$ 9,871	$ 4,556	$ 56.9490
	D	$ 124,166	$ 10,347	$ 4,776	$ 59.6950
	E	$ 130,137	$ 10,845	$ 5,005	$ 62.5660
Custodial Services Supervisor	A	$ 63,282	$ 5,273	$ 2,434	$ 30.4240
	B	$ 66,211	$ 5,518	$ 2,547	$ 31.8320
	C	$ 69,305	$ 5,775	$ 2,666	$ 33.3195
	D	$ 72,557	$ 6,046	$ 2,791	$ 34.8830
	E	$ 75,966	$ 6,330	$ 2,922	$ 36.5220
Information Technology Supervisor	A	$ 89,107	$ 7,426	$ 3,427	$ 42.8400
	B	$ 99,045	$ 8,254	$ 3,809	$ 47.6180
	C	$ 104,258	$ 8,688	$ 4,010	$ 50.1240
	D	$ 109,746	$ 9,146	$ 4,221	$ 52.7625
	E	$ 115,521	$ 9,627	$ 4,443	$ 55.5390
Literacy Program Manager	A	$ 75,966	$ 6,330	$ 2,922	$ 36.5220
	B	$ 79,539	$ 6,628	$ 3,059	$ 38.2400
	C	$ 83,279	$ 6,940	$ 3,203	$ 40.0380
	D	$ 87,272	$ 7,273	$ 3,357	$ 41.9575
	E	$ 91,431	$ 7,619	$ 3,517	$ 43.9570
Management Analyst II	A	$ 93,078	$ 7,756	$ 3,580	$ 44.7490
	B	$ 97,554	$ 8,130	$ 3,752	$ 46.9010
	C	$ 102,204	$ 8,517	$ 3,931	$ 49.1365
	D	$ 107,091	$ 8,924	$ 4,119	$ 51.4860
	E	$ 112,204	$ 9,350	$ 4,316	$ 53.9440
Permit Manager	A	$ 105,876	$ 8,823	$ 4,072	$ 50.9020
	B	$ 110,942	$ 9,245	$ 4,267	$ 53.3375
	C	$ 116,252	$ 9,688	$ 4,471	$ 55.8905
	D	$ 121,793	$ 10,149	$ 4,684	$ 58.5545
	E	$ 127,678	$ 10,640	$ 4,911	$ 61.3835
Principal Planner	A	$ 112,393	$ 9,366	$ 4,323	$ 54.0350
	B	$ 119,429	$ 9,952	$ 4,593	$ 57.4180
	C	$ 125,145	$ 10,429	$ 4,813	$ 60.1660
	D	$ 131,111	$ 10,926	$ 5,043	$ 63.0340
	E	$ 135,535	$ 11,295	$ 5,213	$ 65.1610

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Public Works Supervisor - City Arborist	A	$ 93,606	$ 7,801	$ 3,600	$ 45.0030
	B	$ 98,094	$ 8,174	$ 3,773	$ 47.1605
	C	$ 102,768	$ 8,564	$ 3,953	$ 49.4075
	D	$ 107,677	$ 8,973	$ 4,141	$ 51.7680
	E	$ 112,830	$ 9,402	$ 4,340	$ 54.2450
Public Works Supervisor - Facilities	A	$ 94,272	$ 7,856	$ 3,626	$ 45.3230
	B	$ 98,792	$ 8,233	$ 3,800	$ 47.4960
	C	$ 103,499	$ 8,625	$ 3,981	$ 49.7590
	D	$ 108,444	$ 9,037	$ 4,171	$ 52.1365
	E	$ 113,632	$ 9,469	$ 4,370	$ 54.6310
Public Works Supervisor - Fleet	A	$ 95,772	$ 7,981	$ 3,684	$ 46.0440
	B	$ 100,363	$ 8,364	$ 3,860	$ 48.2515
	C	$ 105,145	$ 8,762	$ 4,044	$ 50.5505
	D	$ 110,168	$ 9,181	$ 4,237	$ 52.9655
	E	$ 115,439	$ 9,620	$ 4,440	$ 55.4995
Public Works Supervisor - Parks	A	$ 89,109	$ 7,426	$ 3,427	$ 42.8410
	B	$ 93,381	$ 7,782	$ 3,592	$ 44.8945
	C	$ 97,831	$ 8,153	$ 3,763	$ 47.0340
	D	$ 102,504	$ 8,542	$ 3,942	$ 49.2810
	E	$ 107,409	$ 8,951	$ 4,131	$ 51.6390
Public Works Supervisor - Streets	A	$ 89,109	$ 7,426	$ 3,427	$ 42.8410
	B	$ 93,381	$ 7,782	$ 3,592	$ 44.8945
	C	$ 97,831	$ 8,153	$ 3,763	$ 47.0340
	D	$ 102,504	$ 8,542	$ 3,942	$ 49.2810
	E	$ 107,409	$ 8,951	$ 4,131	$ 51.6390
Recreation Coordinator	A	$ 66,211	$ 5,518	$ 2,547	$ 31.8320
	B	$ 69,305	$ 5,775	$ 2,666	$ 33.3195
	C	$ 72,557	$ 6,046	$ 2,791	$ 34.8830
	D	$ 75,966	$ 6,330	$ 2,922	$ 36.5220
	E	$ 79,539	$ 6,628	$ 3,059	$ 38.2400
Recreation Supervisor	A	$ 81,510	$ 6,793	$ 3,135	$ 39.1875
	B	$ 85,355	$ 7,113	$ 3,283	$ 41.0360
	C	$ 89,460	$ 7,455	$ 3,441	$ 43.0095
	D	$ 93,723	$ 7,810	$ 3,605	$ 45.0590
	E	$ 98,204	$ 8,184	$ 3,777	$ 47.2135
Revenue and Claims Manager	A	$ 93,078	$ 7,756	$ 3,580	$ 44.7490
	B	$ 97,554	$ 8,130	$ 3,752	$ 46.9010
	C	$ 102,204	$ 8,517	$ 3,931	$ 49.1365
	D	$ 107,091	$ 8,924	$ 4,119	$ 51.4860
	E	$ 112,204	$ 9,350	$ 4,316	$ 53.9440

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: October 1, 2017 to July 7, 2018					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Senior Accountant	A	$ 97,783	$ 8,149	$ 3,761	$ 47.0110
	B	$ 102,406	$ 8,534	$ 3,939	$ 49.2335
	C	$ 107,236	$ 8,936	$ 4,124	$ 51.5560
	D	$ 112,394	$ 9,366	$ 4,323	$ 54.0355
	E	$ 117,750	$ 9,812	$ 4,529	$ 56.6105
Senior Building Inspector	A	$ 101,220	$ 8,435	$ 3,893	$ 48.6635
	B	$ 106,062	$ 8,839	$ 4,079	$ 50.9915
	C	$ 111,140	$ 9,262	$ 4,275	$ 53.4325
	D	$ 116,437	$ 9,703	$ 4,478	$ 55.9795
	E	$ 122,063	$ 10,172	$ 4,695	$ 58.6840
Senior Civil Engineer	A	$ 115,710	$ 9,643	$ 4,450	$ 55.6300
	B	$ 121,300	$ 10,108	$ 4,665	$ 58.3175
	C	$ 127,177	$ 10,598	$ 4,891	$ 61.1430
	D	$ 133,339	$ 11,112	$ 5,128	$ 64.1055
	E	$ 139,836	$ 11,653	$ 5,378	$ 67.2290
Senior Librarian	A	$ 85,355	$ 7,113	$ 3,283	$ 41.0360
	B	$ 89,460	$ 7,455	$ 3,441	$ 43.0095
	C	$ 93,723	$ 7,810	$ 3,605	$ 45.0590
	D	$ 98,204	$ 8,184	$ 3,777	$ 47.2135
	E	$ 102,893	$ 8,574	$ 3,957	$ 49.4680
Senior Transportation Engineer	A	$ 115,710	$ 9,643	$ 4,450	$ 55.6300
	B	$ 121,300	$ 10,108	$ 4,665	$ 58.3175
	C	$ 127,177	$ 10,598	$ 4,891	$ 61.1430
	D	$ 133,339	$ 11,112	$ 5,128	$ 64.1055
	E	$ 139,836	$ 11,653	$ 5,378	$ 67.2290
Water System Supervisor	A	$ 90,239	$ 7,520	$ 3,471	$ 43.3840
	B	$ 94,539	$ 7,878	$ 3,636	$ 45.4515
	C	$ 99,056	$ 8,255	$ 3,810	$ 47.6230
	D	$ 103,795	$ 8,650	$ 3,992	$ 49.9015
	E	$ 108,763	$ 9,064	$ 4,183	$ 52.2900

Appendix B

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Business Manager	A	$ 95,870	$ 7,989	$ 3,687	$ 46.0915
	B	$ 100,481	$ 8,373	$ 3,865	$ 48.3080
	C	$ 105,270	$ 8,773	$ 4,049	$ 50.6106
	D	$ 110,304	$ 9,192	$ 4,242	$ 53.0306
	E	$ 115,570	$ 9,631	$ 4,445	$ 55.5623
Communications and Records Manager	A	$ 111,028	$ 9,252	$ 4,270	$ 53.3787
	B	$ 116,416	$ 9,701	$ 4,478	$ 55.9692
	C	$ 122,008	$ 10,167	$ 4,693	$ 58.6575
	D	$ 127,891	$ 10,658	$ 4,919	$ 61.4859
	E	$ 134,041	$ 11,170	$ 5,155	$ 64.4430
Custodial Services Supervisor	A	$ 65,180	$ 5,432	$ 2,507	$ 31.3367
	B	$ 68,197	$ 5,683	$ 2,623	$ 32.7870
	C	$ 71,384	$ 5,949	$ 2,746	$ 34.3191
	D	$ 74,733	$ 6,228	$ 2,874	$ 35.9295
	E	$ 78,245	$ 6,520	$ 3,009	$ 37.6177
Information Technology Supervisor	A	$ 91,780	$ 7,648	$ 3,530	$ 44.1252
	B	$ 102,017	$ 8,501	$ 3,924	$ 49.0465
	C	$ 107,386	$ 8,949	$ 4,130	$ 51.6277
	D	$ 113,038	$ 9,420	$ 4,348	$ 54.3454
	E	$ 118,987	$ 9,916	$ 4,576	$ 57.2052
Literacy Program Manager	A	$ 78,245	$ 6,520	$ 3,009	$ 37.6177
	B	$ 81,925	$ 6,827	$ 3,151	$ 39.3872
	C	$ 85,777	$ 7,148	$ 3,299	$ 41.2391
	D	$ 89,890	$ 7,491	$ 3,457	$ 43.2162
	E	$ 94,173	$ 7,848	$ 3,622	$ 45.2757
Management Analyst II	A	$ 95,870	$ 7,989	$ 3,687	$ 46.0915
	B	$ 100,481	$ 8,373	$ 3,865	$ 48.3080
	C	$ 105,270	$ 8,773	$ 4,049	$ 50.6106
	D	$ 110,304	$ 9,192	$ 4,242	$ 53.0306
	E	$ 115,570	$ 9,631	$ 4,445	$ 55.5623
Permit Manager	A	$ 109,052	$ 9,088	$ 4,194	$ 52.4291
	B	$ 114,270	$ 9,523	$ 4,395	$ 54.9376
	C	$ 119,740	$ 9,978	$ 4,605	$ 57.5672
	D	$ 125,447	$ 10,454	$ 4,825	$ 60.3111
	E	$ 131,508	$ 10,959	$ 5,058	$ 63.2250
Principal Planner	A	$ 115,765	$ 9,647	$ 4,452	$ 55.6561
	B	$ 123,012	$ 10,251	$ 4,731	$ 59.1405
	C	$ 128,900	$ 10,742	$ 4,958	$ 61.9710
	D	$ 135,044	$ 11,254	$ 5,194	$ 64.9250
	E	$ 139,601	$ 11,633	$ 5,369	$ 67.1158

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Public Works Supervisor - City Arborist	A	$ 96,414	$ 8,035	$ 3,708	$ 46.3531
	B	$ 101,037	$ 8,420	$ 3,886	$ 48.5753
	C	$ 105,851	$ 8,821	$ 4,071	$ 50.8897
	D	$ 110,908	$ 9,242	$ 4,266	$ 53.3210
	E	$ 116,214	$ 9,685	$ 4,470	$ 55.8724
Public Works Supervisor - Facilities	A	$ 97,100	$ 8,092	$ 3,735	$ 46.6827
	B	$ 101,755	$ 8,480	$ 3,914	$ 48.9209
	C	$ 106,604	$ 8,884	$ 4,100	$ 51.2518
	D	$ 111,697	$ 9,308	$ 4,296	$ 53.7006
	E	$ 117,041	$ 9,753	$ 4,502	$ 56.2699
Public Works Supervisor - Fleet	A	$ 98,645	$ 8,220	$ 3,794	$ 47.4253
	B	$ 103,374	$ 8,615	$ 3,976	$ 49.6990
	C	$ 108,299	$ 9,025	$ 4,165	$ 52.0670
	D	$ 113,473	$ 9,456	$ 4,364	$ 54.5545
	E	$ 118,902	$ 9,909	$ 4,573	$ 57.1645
Public Works Supervisor - Parks	A	$ 91,783	$ 7,649	$ 3,530	$ 44.1262
	B	$ 96,182	$ 8,015	$ 3,699	$ 46.2413
	C	$ 100,766	$ 8,397	$ 3,876	$ 48.4450
	D	$ 105,580	$ 8,798	$ 4,061	$ 50.7594
	E	$ 110,631	$ 9,219	$ 4,255	$ 53.1882
Public Works Supervisor - Streets	A	$ 91,783	$ 7,649	$ 3,530	$ 44.1262
	B	$ 96,182	$ 8,015	$ 3,699	$ 46.2413
	C	$ 100,766	$ 8,397	$ 3,876	$ 48.4450
	D	$ 105,580	$ 8,798	$ 4,061	$ 50.7594
	E	$ 110,631	$ 9,219	$ 4,255	$ 53.1882
Recreation Coordinator	A	$ 68,197	$ 5,683	$ 2,623	$ 32.7870
	B	$ 71,384	$ 5,949	$ 2,746	$ 34.3191
	C	$ 74,733	$ 6,228	$ 2,874	$ 35.9295
	D	$ 78,245	$ 6,520	$ 3,009	$ 37.6177
	E	$ 81,925	$ 6,827	$ 3,151	$ 39.3872
Recreation Supervisor	A	$ 83,955	$ 6,996	$ 3,229	$ 40.3631
	B	$ 87,916	$ 7,326	$ 3,381	$ 42.2671
	C	$ 92,144	$ 7,679	$ 3,544	$ 44.2998
	D	$ 96,534	$ 8,045	$ 3,713	$ 46.4108
	E	$ 101,150	$ 8,429	$ 3,890	$ 48.6299
Revenue and Claims Manager	A	$ 95,870	$ 7,989	$ 3,687	$ 46.0915
	B	$ 100,481	$ 8,373	$ 3,865	$ 48.3080
	C	$ 105,270	$ 8,773	$ 4,049	$ 50.6106
	D	$ 110,304	$ 9,192	$ 4,242	$ 53.0306
	E	$ 115,570	$ 9,631	$ 4,445	$ 55.5623

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: July 8, 2018 to July 6, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Senior Accountant	A	$ 100,716	$ 8,393	$ 3,874	$ 48.4213
	B	$ 105,478	$ 8,790	$ 4,057	$ 50.7105
	C	$ 110,454	$ 9,204	$ 4,248	$ 53.1027
	D	$ 115,766	$ 9,647	$ 4,453	$ 55.6566
	E	$ 121,282	$ 10,107	$ 4,665	$ 58.3088
Senior Building Inspector	A	$ 104,257	$ 8,688	$ 4,010	$ 50.1234
	B	$ 109,244	$ 9,104	$ 4,202	$ 52.5212
	C	$ 114,474	$ 9,539	$ 4,403	$ 55.0355
	D	$ 119,930	$ 9,994	$ 4,613	$ 57.6589
	E	$ 125,725	$ 10,477	$ 4,836	$ 60.4445
Senior Civil Engineer	A	$ 119,182	$ 9,932	$ 4,584	$ 57.2989
	B	$ 124,939	$ 10,412	$ 4,805	$ 60.0670
	C	$ 130,993	$ 10,916	$ 5,038	$ 62.9773
	D	$ 137,340	$ 11,445	$ 5,282	$ 66.0287
	E	$ 144,031	$ 12,003	$ 5,540	$ 69.2459
Senior Librarian	A	$ 87,916	$ 7,326	$ 3,381	$ 42.2671
	B	$ 92,144	$ 7,679	$ 3,544	$ 44.2998
	C	$ 96,534	$ 8,045	$ 3,713	$ 46.4108
	D	$ 101,150	$ 8,429	$ 3,890	$ 48.6299
	E	$ 105,980	$ 8,832	$ 4,076	$ 50.9520
Senior Transportation Engineer	A	$ 119,182	$ 9,932	$ 4,584	$ 57.2989
	B	$ 124,939	$ 10,412	$ 4,805	$ 60.0670
	C	$ 130,993	$ 10,916	$ 5,038	$ 62.9773
	D	$ 137,340	$ 11,445	$ 5,282	$ 66.0287
	E	$ 144,031	$ 12,003	$ 5,540	$ 69.2459
Water System Supervisor	A	$ 92,946	$ 7,745	$ 3,575	$ 44.6855
	B	$ 97,375	$ 8,115	$ 3,745	$ 46.8150
	C	$ 102,028	$ 8,502	$ 3,924	$ 49.0517
	D	$ 106,909	$ 8,909	$ 4,112	$ 51.3985
	E	$ 112,026	$ 9,336	$ 4,309	$ 53.8587

Appendix B

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Business Manager	A	$ 98,267	$ 8,189	$ 3,780	$ 47.2438
	B	$ 102,993	$ 8,583	$ 3,961	$ 49.5157
	C	$ 107,902	$ 8,992	$ 4,150	$ 51.8759
	D	$ 113,061	$ 9,422	$ 4,349	$ 54.3563
	E	$ 118,459	$ 9,872	$ 4,556	$ 56.9514
Communications and Records Manager	A	$ 113,803	$ 9,484	$ 4,377	$ 54.7132
	B	$ 119,326	$ 9,944	$ 4,589	$ 57.3684
	C	$ 125,058	$ 10,421	$ 4,810	$ 60.1239
	D	$ 131,088	$ 10,924	$ 5,042	$ 63.0230
	E	$ 137,392	$ 11,449	$ 5,284	$ 66.0541
Custodial Services Supervisor	A	$ 66,810	$ 5,567	$ 2,570	$ 32.1201
	B	$ 69,902	$ 5,825	$ 2,689	$ 33.6066
	C	$ 73,168	$ 6,097	$ 2,814	$ 35.1771
	D	$ 76,602	$ 6,383	$ 2,946	$ 36.8277
	E	$ 80,201	$ 6,683	$ 3,085	$ 38.5581
Information Technology Supervisor	A	$ 94,075	$ 7,840	$ 3,618	$ 45.2283
	B	$ 104,567	$ 8,714	$ 4,022	$ 50.2727
	C	$ 110,070	$ 9,173	$ 4,233	$ 52.9184
	D	$ 115,864	$ 9,655	$ 4,456	$ 55.7040
	E	$ 121,961	$ 10,163	$ 4,691	$ 58.6353
Literacy Program Manager	A	$ 80,201	$ 6,683	$ 3,085	$ 38.5581
	B	$ 83,974	$ 6,998	$ 3,230	$ 40.3719
	C	$ 87,922	$ 7,327	$ 3,382	$ 42.2701
	D	$ 92,137	$ 7,678	$ 3,544	$ 44.2966
	E	$ 96,528	$ 8,044	$ 3,713	$ 46.4076
Management Analyst II	A	$ 98,267	$ 8,189	$ 3,780	$ 47.2438
	B	$ 102,993	$ 8,583	$ 3,961	$ 49.5157
	C	$ 107,902	$ 8,992	$ 4,150	$ 51.8759
	D	$ 113,061	$ 9,422	$ 4,349	$ 54.3563
	E	$ 118,459	$ 9,872	$ 4,556	$ 56.9514
Permit Manager	A	$ 111,779	$ 9,315	$ 4,299	$ 53.7398
	B	$ 117,127	$ 9,761	$ 4,505	$ 56.3111
	C	$ 122,733	$ 10,228	$ 4,721	$ 59.0064
	D	$ 128,583	$ 10,715	$ 4,946	$ 61.8189
	E	$ 134,796	$ 11,233	$ 5,184	$ 64.8056
Principal Planner	A	$ 118,659	$ 9,888	$ 4,564	$ 57.0475
	B	$ 126,088	$ 10,507	$ 4,850	$ 60.6191
	C	$ 132,122	$ 11,010	$ 5,082	$ 63.5203
	D	$ 138,420	$ 11,535	$ 5,324	$ 66.5481
	E	$ 143,091	$ 11,924	$ 5,503	$ 68.7937

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Public Works Supervisor - City Arborist	A	$ 98,825	$ 8,235	$ 3,801	$ 47.5119
	B	$ 103,563	$ 8,630	$ 3,983	$ 49.7897
	C	$ 108,497	$ 9,041	$ 4,173	$ 52.1620
	D	$ 113,680	$ 9,473	$ 4,372	$ 54.6541
	E	$ 119,120	$ 9,927	$ 4,582	$ 57.2692
Public Works Supervisor - Facilities	A	$ 99,527	$ 8,294	$ 3,828	$ 47.8498
	B	$ 104,299	$ 8,692	$ 4,012	$ 50.1439
	C	$ 109,269	$ 9,106	$ 4,203	$ 52.5331
	D	$ 114,490	$ 9,541	$ 4,403	$ 55.0431
	E	$ 119,967	$ 9,997	$ 4,614	$ 57.6767
Public Works Supervisor - Fleet	A	$ 101,111	$ 8,426	$ 3,889	$ 48.6110
	B	$ 105,958	$ 8,830	$ 4,075	$ 50.9415
	C	$ 111,007	$ 9,251	$ 4,269	$ 53.3687
	D	$ 116,310	$ 9,693	$ 4,473	$ 55.9183
	E	$ 121,875	$ 10,156	$ 4,687	$ 58.5936
Public Works Supervisor - Parks	A	$ 94,077	$ 7,840	$ 3,618	$ 45.2294
	B	$ 98,587	$ 8,216	$ 3,792	$ 47.3974
	C	$ 103,285	$ 8,607	$ 3,972	$ 49.6561
	D	$ 108,219	$ 9,018	$ 4,162	$ 52.0284
	E	$ 113,397	$ 9,450	$ 4,361	$ 54.5179
Public Works Supervisor - Streets	A	$ 94,077	$ 7,840	$ 3,618	$ 45.2294
	B	$ 98,587	$ 8,216	$ 3,792	$ 47.3974
	C	$ 103,285	$ 8,607	$ 3,972	$ 49.6561
	D	$ 108,219	$ 9,018	$ 4,162	$ 52.0284
	E	$ 113,397	$ 9,450	$ 4,361	$ 54.5179
Recreation Coordinator	A	$ 69,902	$ 5,825	$ 2,689	$ 33.6066
	B	$ 73,168	$ 6,097	$ 2,814	$ 35.1771
	C	$ 76,602	$ 6,383	$ 2,946	$ 36.8277
	D	$ 80,201	$ 6,683	$ 3,085	$ 38.5581
	E	$ 83,974	$ 6,998	$ 3,230	$ 40.3719
Recreation Supervisor	A	$ 86,054	$ 7,171	$ 3,310	$ 41.3722
	B	$ 90,113	$ 7,509	$ 3,466	$ 43.3238
	C	$ 94,447	$ 7,871	$ 3,633	$ 45.4073
	D	$ 98,948	$ 8,246	$ 3,806	$ 47.5710
	E	$ 103,679	$ 8,640	$ 3,988	$ 49.8457
Revenue and Claims Manager	A	$ 98,267	$ 8,189	$ 3,780	$ 47.2438
	B	$ 102,993	$ 8,583	$ 3,961	$ 49.5157
	C	$ 107,902	$ 8,992	$ 4,150	$ 51.8759
	D	$ 113,061	$ 9,422	$ 4,349	$ 54.3563
	E	$ 118,459	$ 9,872	$ 4,556	$ 56.9514

City of Menlo Park
AFSCME Local 829
Salary Schedule

Effective: July 7, 2019					
Classification Title	**Step**	**Annual**	**Monthly**	**Bi-weekly**	**Hourly**
Senior Accountant	A	$ 103,234	$ 8,603	$ 3,971	$ 49.6319
	B	$ 108,115	$ 9,010	$ 4,158	$ 51.9783
	C	$ 113,215	$ 9,435	$ 4,354	$ 54.4302
	D	$ 118,660	$ 9,888	$ 4,564	$ 57.0480
	E	$ 124,314	$ 10,360	$ 4,781	$ 59.7665
Senior Building Inspector	A	$ 106,863	$ 8,905	$ 4,110	$ 51.3765
	B	$ 111,975	$ 9,331	$ 4,307	$ 53.8343
	C	$ 117,336	$ 9,778	$ 4,513	$ 56.4114
	D	$ 122,929	$ 10,244	$ 4,728	$ 59.1004
	E	$ 128,868	$ 10,739	$ 4,956	$ 61.9556
Senior Civil Engineer	A	$ 122,161	$ 10,180	$ 4,699	$ 58.7314
	B	$ 128,063	$ 10,672	$ 4,925	$ 61.5687
	C	$ 134,268	$ 11,189	$ 5,164	$ 64.5517
	D	$ 140,773	$ 11,731	$ 5,414	$ 67.6794
	E	$ 147,632	$ 12,303	$ 5,678	$ 70.9770
Senior Librarian	A	$ 90,113	$ 7,509	$ 3,466	$ 43.3238
	B	$ 94,447	$ 7,871	$ 3,633	$ 45.4073
	C	$ 98,948	$ 8,246	$ 3,806	$ 47.5710
	D	$ 103,679	$ 8,640	$ 3,988	$ 49.8457
	E	$ 108,630	$ 9,052	$ 4,178	$ 52.2258
Senior Transportation Engineer	A	$ 122,161	$ 10,180	$ 4,699	$ 58.7314
	B	$ 128,063	$ 10,672	$ 4,925	$ 61.5687
	C	$ 134,268	$ 11,189	$ 5,164	$ 64.5517
	D	$ 140,773	$ 11,731	$ 5,414	$ 67.6794
	E	$ 147,632	$ 12,303	$ 5,678	$ 70.9770
Water System Supervisor	A	$ 95,270	$ 7,939	$ 3,664	$ 45.8027
	B	$ 99,810	$ 8,317	$ 3,839	$ 47.9854
	C	$ 104,578	$ 8,715	$ 4,022	$ 50.2780
	D	$ 109,582	$ 9,132	$ 4,215	$ 52.6835
	E	$ 114,827	$ 9,569	$ 4,416	$ 55.2052

Job Title	Steps	Annual	Monthly	Bi-Weekly	Hourly
Custodial Services Supervisor	A	$59,654.19	$4,971.18	$2,294.39	$28.6799
	B	$62,414.77	$5,201.23	$2,400.57	$30.0071
	C	$65,332.18	$5,444.35	$2,512.78	$31.4097
	D	$68,397.47	$5,699.79	$2,630.67	$32.8834
	E	$71,610.86	$5,967.57	$2,754.27	$34.4283
Gymnastics Program Coordinator	A	$62,414.77	$5,201.23	$2,400.57	$30.0071
	B	$65,332.18	$5,444.35	$2,512.78	$31.4097
	C	$68,397.47	$5,699.79	$2,630.67	$32.8834
	D	$71,610.86	$5,967.57	$2,754.27	$34.4283
	E	$74,979.84	$6,248.32	$2,883.84	$36.0480
Program Supervisor - Title 5	A	$62,414.77	$5,201.23	$2,400.57	$30.0071
	B	$65,332.18	$5,444.35	$2,512.78	$31.4097
	C	$68,397.47	$5,699.79	$2,630.67	$32.8834
	D	$71,610.86	$5,967.57	$2,754.27	$34.4283
	E	$74,979.84	$6,248.32	$2,883.84	$36.0480
Program Supervisor - Title 22	A	$62,414.77	$5,201.23	$2,400.57	$30.0071
	B	~~$65,332.18~~	~~$5,444.35~~	~~$2,512.78~~	~~$31.4097~~
	C	$68,397.47	$5,699.79	$2,630.67	$32.8834
	D	$71,610.86	$5,967.57	$2,754.27	$34.4283
	E	$74,979.84	$6,248.32	$2,883.84	$36.0480
Recreation Program Coordinator	A	$62,414.77	$5,201.23	$2,400.57	$30.0071
	B	$65,332.18	$5,444.35	$2,512.78	$31.4097
	C	$68,397.47	$5,699.79	$2,630.67	$32.8834
	D	$71,610.86	$5,967.57	$2,754.27	$34.4283
	E	$74,979.84	$6,248.32	$2,883.84	$36.0480
Youth Services Coordinator	A	$62,414.77	$5,201.23	$2,400.57	$30.0071
	B	$65,332.18	$5,444.35	$2,512.78	$31.4097
	C	$68,397.47	$5,699.79	$2,630.67	$32.8834
	D	$71,610.86	$5,967.57	$2,754.27	$34.4283
	E	$74,979.84	$6,248.32	$2,883.84	$36.0480
Belle Haven Family Services Pgm Mgr	A	$71,610.86	$5,967.57	$2,754.27	$34.4283
	B	$74,979.84	$6,248.32	$2,883.84	$36.0480
	C	$78,505.86	$6,542.15	$3,019.45	$37.7432
	D	$82,269.41	$6,855.78	$3,164.21	$39.5526
	E	$86,189.38	$7,182.45	$3,314.98	$41.4372

~~APPENDIX "B"~~
~~AFSCME SALARY SCHEDULE~~
~~PROPOSED 10/20/2015~~

Job Title	Steps	Annual	Monthly	Bi-Weekly	Hourly
Literacy Program Manager	A	$71,610.86	$5,967.57	$2,754.27	$34.4283
	B	$74,979.84	$6,248.32	$2,883.84	$36.0480
	C	$78,505.86	$6,542.15	$3,019.45	$37.7432
	D	$82,269.41	$6,855.78	$3,164.21	$39.5526
	E	$86,189.38	$7,182.45	$3,314.98	$41.4372
Recreation Supervisor	A	$76,837.49	$6,403.12	$2,955.29	$36.9411
	B	$80,462.30	$6,705.19	$3,094.70	$38.6838
	C	$84,331.94	$7,027.66	$3,243.53	$40.5442
	D	$88,350.91	$7,362.58	$3,398.11	$42.4764
	E	$92,575.39	$7,714.62	$3,560.59	$44.5074
Business Manager - Development Services	A	$78,505.86	$6,542.15	$3,019.45	$37.7432
	B	$82,269.41	$6,855.78	$3,164.21	$39.5526
	C	$86,189.38	$7,182.45	$3,314.98	$41.4372
	D	$90,307.57	$7,525.63	$3,473.36	$43.4171
	E	$94,628.14	$7,885.68	$3,639.54	$45.4943
City Arborist	A	$78,505.86	$6,542.15	$3,019.45	$37.7432
	~~B~~	~~$82,269.41~~	~~$6,855.78~~	~~$3,164.21~~	~~$39.5526~~
	C	$86,189.38	$7,182.45	$3,314.98	$41.4372
	D	$90,307.57	$7,525.63	$3,473.36	$43.4171
	E	$94,628.14	$7,885.68	$3,639.54	$45.4943
Facilities Supervisor	A	$78,505.86	$6,542.15	$3,019.45	$37.7432
	B	$82,269.41	$6,855.78	$3,164.21	$39.5526
	C	$86,189.38	$7,182.45	$3,314.98	$41.4372
	D	$90,307.57	$7,525.63	$3,473.36	$43.4171
	E	$94,628.14	$7,885.68	$3,639.54	$45.4943
Fleet Supervisor	A	$78,505.86	$6,542.15	$3,019.45	$37.7432
	B	$82,269.41	$6,855.78	$3,164.21	$39.5526
	C	$86,189.38	$7,182.45	$3,314.98	$41.4372
	D	$90,307.57	$7,525.63	$3,473.36	$43.4171
	E	$94,628.14	$7,885.68	$3,639.54	$45.4943
Parks and Trees Supervisor	A	$78,505.86	$6,542.15	$3,019.45	$37.7432
	B	$82,269.41	$6,855.78	$3,164.21	$39.5526
	C	$86,189.38	$7,182.45	$3,314.98	$41.4372
	D	$90,307.57	$7,525.63	$3,473.36	$43.4171
	E	$94,628.14	$7,885.68	$3,639.54	$45.4943

~~APPENDIX "B"~~
~~AFSCME SALARY SCHEDULE~~
~~PROPOSED 10/20/2015~~

Job Title	Steps	Annual	Monthly	Bi-Weekly	Hourly
Streets Supervisor	A	$78,505.86	$6,542.15	$3,019.45	$37.7432
	B	$82,269.41	$6,855.78	$3,164.21	$39.5526
	C	$86,189.38	$7,182.45	$3,314.98	$41.4372
	D	$90,307.57	$7,525.63	$3,473.36	$43.4171
	E	$94,628.14	$7,885.68	$3,639.54	$45.4943
Librarian III	A	$80,462.30	$6,705.19	$3,094.70	$38.6838
	B	$84,331.94	$7,027.66	$3,243.53	$40.5442
	C	$88,350.91	$7,362.58	$3,398.11	$42.4764
	D	$92,575.39	$7,714.62	$3,560.59	$44.5074
	E	$96,995.18	$8,082.93	$3,730.59	$46.6323
Revenue and Claims Manager	A	$80,462.30	$6,705.19	$3,094.70	$38.6838
	B	$84,331.94	$7,027.66	$3,243.53	$40.5442
	C	$88,350.91	$7,362.58	$3,398.11	$42.4764
	D	$92,575.39	$7,714.62	$3,560.59	$44.5074
	E	$96,995.18	$8,082.93	$3,730.59	$46.6323
Water System Supervisor	A	$82,269.41	$6,855.78	$3,164.21	$39.5526
	B	~~$86,189.38~~	~~$7,182.45~~	~~$3,314.98~~	~~$41.4372~~
	C	$90,307.57	$7,525.63	$3,473.36	$43.4171
	D	$94,628.14	$7,885.68	$3,639.54	$45.4943
	E	$99,157.55	$8,263.13	$3,813.75	$47.6719
Branch Library Manager	A	$84,331.94	$7,027.66	$3,243.53	$40.5442
	B	$88,350.91	$7,362.58	$3,398.11	$42.4764
	C	$92,575.39	$7,714.62	$3,560.59	$44.5074
	D	$96,995.18	$8,082.93	$3,730.59	$46.6323
	E	$101,615.28	$8,467.94	$3,908.28	$48.8535
Support Services Manager	A	$88,350.91	$7,362.58	$3,398.11	$42.4764
	B	$92,575.39	$7,714.62	$3,560.59	$44.5074
	C	$96,995.18	$8,082.93	$3,730.59	$46.6323
	D	$101,615.28	$8,467.94	$3,908.28	$48.8535
	E	$106,546.13	$8,878.84	$4,097.93	$51.2241
Environmental Programs Manager	A	$90,307.57	$7,525.63	$3,473.36	$43.4171
	B	$94,628.14	$7,885.68	$3,639.54	$45.4943
	C	$99,157.55	$8,263.13	$3,813.75	$47.6719
	D	$103,884.14	$8,657.01	$3,995.54	$49.9443
	E	$108,902.56	$9,075.21	$4,188.56	$52.3570

~~APPENDIX "B"~~
~~AFSCME SALARY SCHEDULE~~
~~PROPOSED 10/20/2015~~

Job Title	Steps	Annual	Monthly	Bi-Weekly	Hourly
Financial Services Manager	A	$90,307.57	$7,525.63	$3,473.36	$43.4171
	B	$94,628.14	$7,885.68	$3,639.54	$45.4943
	C	$99,157.55	$8,263.13	$3,813.75	$47.6719
	D	$103,884.14	$8,657.01	$3,995.54	$49.9443
	E	$108,902.56	$9,075.21	$4,188.56	$52.3570
Children's Services Manager	A	$99,157.55	$8,263.13	$3,813.75	$47.6719
	B	$103,884.14	$8,657.01	$3,995.54	$49.9443
	C	$108,902.56	$9,075.21	$4,188.56	$52.3570
	D	$114,178.69	$9,514.89	$4,391.49	$54.8936
	E	$119,710.66	$9,975.89	$4,604.26	$57.5532
Community Services Manager	A	$99,157.55	$8,263.13	$3,813.75	$47.6719
	B	$103,884.14	$8,657.01	$3,995.54	$49.9443
	C	$108,902.56	$9,075.21	$4,188.56	$52.3570
	D	$114,178.69	$9,514.89	$4,391.49	$54.8936
	E	$119,710.66	$9,975.89	$4,604.26	$57.5532
Housing Manager	A	$99,157.55	$8,263.13	$3,813.75	$47.6719
	~~B~~	~~$103,884.14~~	~~$8,657.01~~	~~$3,995.54~~	~~$49.9443~~
	C	$108,902.56	$9,075.21	$4,188.56	$52.3570
	D	$114,178.69	$9,514.89	$4,391.49	$54.8936
	E	$119,710.66	$9,975.89	$4,604.26	$57.5532
Technical Services Manager	A	$101,615.28	$8,467.94	$3,908.28	$48.8535
	B	$106,546.13	$8,878.84	$4,097.93	$51.2241
	C	$111,664.59	$9,305.38	$4,294.79	$53.6849
	D	$117,048.67	$9,754.06	$4,501.87	$56.2734
	E	$122,677.57	$10,223.13	$4,718.37	$58.9796
Senior Civil Engineer	A	$109,078.32	$9,089.86	$4,195.32	$52.4415
	B	$114,347.58	$9,528.97	$4,397.98	$54.9748
	C	$119,887.66	$9,990.64	$4,611.06	$57.6383
	D	$125,696.06	$10,474.67	$4,834.47	$60.4308
	E	$131,821.46	$10,985.12	$5,070.06	$63.3757
Senior Transportation Engineer	A	$109,078.32	$9,089.86	$4,195.32	$52.4415
	B	$114,347.58	$9,528.97	$4,397.98	$54.9748
	C	$119,887.66	$9,990.64	$4,611.06	$57.6383
	D	$125,696.06	$10,474.67	$4,834.47	$60.4308
	E	$131,821.46	$10,985.12	$5,070.06	$63.3757

~~APPENDIX "B"~~
~~AFSCME SALARY SCHEDULE~~
~~PROPOSED 10/20/2015~~

Job Title	Steps	Annual	Monthly	Bi-Weekly	Hourly
Building Official	A	$110,117.07	$9,176.42	$4,235.27	$52.9409
	B	$115,436.67	$9,619.72	$4,439.87	$55.4984
	C	$121,029.58	$10,085.80	$4,654.98	$58.1873
	D	$126,893.31	$10,574.44	$4,880.51	$61.0064
	E	$133,076.94	$11,089.75	$5,118.34	$63.9793
Information Services Manager	A	$114,178.69	$9,514.89	$4,391.49	$54.8936
	~~B~~	~~$119,710.66~~	~~$9,975.89~~	~~$4,604.26~~	~~$57.5532~~
	C	$125,544.22	$10,462.02	$4,828.63	$60.3578
	D	$131,626.98	$10,968.91	$5,062.57	$63.2822
	E	$138,004.46	$11,500.37	$5,307.86	$66.3483
Development Services Manager	A	$122,171.30	$10,180.94	$4,698.89	$58.7362
	B	$128,090.35	$10,674.20	$4,926.56	$61.5819
	C	$134,332.43	$11,194.37	$5,166.63	$64.5829
	D	$140,840.75	$11,736.73	$5,416.95	$67.7119
	E	$147,664.61	$12,305.38	$5,679.41	$70.9926

APPENDIX “C”

Menlo Park Labor Management Committee (LMC)

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 (CLMC)

Effective for the term of this agreement, the City and Union agree to the establishment of a CalPERS Labor Management Committee (CLMC) 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 CLMC 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 CLMC 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.

DISABILITY INSURANCE LABOR MANAGEMENT COMMITTEE (DI-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 enhancing disability insurance benefits.

The City and the Union shall each select their own representatives and in equal number, with nor more than three (3) on each side. The DI-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 recommendations of the DI-LMC and will meet and confer over those recommendations, but neither will be under any obligation with regard to DI-LMC's recommendations.

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STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-228-CC**

Regular Business: **Approve the salary adjustments for Confidential employees effective concurrently with unit-wide adjustments made to the AFSCME bargaining unit**

Recommendation

Approve salary adjustments for Confidential employees effective concurrently with unit-wide adjustments made to members of the AFSCME bargaining unit.

Policy Issues

This recommendation aligns with the City's goals of balancing continued fiscal prudence in planning for potential impacts of employee retirement benefits, while also continuing to align the City as a competitive employer in the increasingly robust job market of the Silicon Valley.

Background

The 2017-18 budget authorizes six Confidential positions which are unrepresented by an organized labor unit, serve in positions within the City Manager's Office and Administrative Services Department, and among other duties, provide privileged analysis, communication, and support for labor relations with the City's organized bargaining units. Confidential employees serve at will, are responsible for handling a portion of the City's most sensitive information and concerns, and are unable to participate in collective bargaining due to the potential for conflicts of interest. Given that these employees are not represented by an organized labor group, the City does not negotiate compensation with these employees either as individuals or as a group. Rather, the City's past practice has tied the compensation and benefits of these employees to those of the City's supervisory bargaining unit, the American Federation of State, County, and Municipal Employees Local 829 (AFSCME).

Analysis

On September 6, 2017, AFSCME notified the City that the Tentative Agreement (TA) reached between the parties had been ratified, and all following analysis is done under the assumptions that the City Council continues the past practice of tying compensation and benefits of Confidential employees to that of the AFSCME unit as well as that the terms of the AFSCME TA are approved at the September 26, 2017 City Council meeting.

The following tables provide a summary of the key provisions and/or changes from the previous AFSCME MOU which reflect significant changes in benefits for Confidential employees.

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Pay rates	Assuming City Council ratification of the AFSCME TA on September 26, 2017, an across the board cost of living adjustment to all pay rates for Confidential employees are as follows: • 4.0%* effective the pay period beginning October 1, 2017* • 3.0% effective the pay period following July 1, 2018 • 2.5% effective the pay period following July 1, 2019 *Mid-year implementation of the pay rate increase results in an annualized 25 percent decrease in the rate adjustment. This results in only a 3% increase for these employees in fiscal year 2017-18.	$20,000* 20,800 17,800 $58,600
Floating holiday	Assuming City Council ratification of the AFSCME TA, the Confidential employees will receive an increase in annual floating holiday paid time off from 30 hours to 34 hours effective calendar year 2018. Floating holiday does not have a cash value and therefore does not result in cash to the employee or increase pensionable compensation. Additionally, the Confidential employees will receive one-time allowance of 4 floating holiday hours to be used between September 27, 2017 and October 10, 2017. If the hours are not used, the hours will be cashed out. This cash out does not increase pensionable compensation. *If fully cashed out by all bargaining unit members, the value of this TA is $1,300.	- $1,300*
Compensatory Time Off in lieu of paid overtime (CTO)	Assuming City Council approval of the AFSCME TA, Confidential employees will be required to cash out accrued CTO balances in excess of 80 hours and requires that employees make an annual irrevocable election to either be paid for overtime hours worked in the subsequent 12 month period or receive those hours in CTO in lieu of paid overtime. Given that CTO has a cash value currently, the cash out provision is not a new cost to the City. From a cash flow perspective, however, the 2017-18 adopted budget does not include provision for a cash out of CTO balances in excess of 80 hours. Therefore a budget amendment may be required once the aggregate cash out amount is known.	-
Benefit programs	Assuming City Council ratification of the AFSCME TA on September 26th, the City's contribution to the cafeteria plan increases by $50 per month per employee, regardless of the level of coverage, effective January 1, 2019 and an additional $50 per month per employee, regardless of the level of coverage, effective January 1, 2020.	$7,200

The economic package outlined above follows the AFSCME TA and may be modified by the City Council should changes be desired. Similar to the AFSCME TA, however, the changes made to the Confidential employee compensation is responsive to all three of the City's bargaining principles, as outlined in the February 7, 2017 report to the City Council announcing the City's intent to negotiate a successor agreement with AFSCME. Specifically:

1. **Principle #1 – Service to the Community**. 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, and businesses in Menlo Park. The Confidential group is comprised of the City personnel who are responsible for acting on the City's behalf in labor relations and who serve at will. This additional responsibility has in the past commanded compensation and benefits commensurate with mid-management employees who also take on additional duties in the role of supervisor in service to the community.

2. **Principle #2 – Fiscal Sustainability**. One measure of fiscal sustainability is the relationship between the economic impact of an adjustment in compensation and inflation as measured by the Consumers Price Index, All Urban Consumers (CPI-U), for the San Francisco – Oakland – San Jose region. For budgeting purposes, the City measures CPI-U based on the annual change as measured in February of each year. From February 2016 to February 2017, the CPI-U recorded an increase of 3.4%. Subsequent measures of the year-over-year change in CPI-U were 3.8% and 3.5% in April and June, respectively.

   Another measure of fiscal sustainability is the cumulative fiscal impact of the adjustment and the relationship of that impact to the 2017-18 budget's 10-year forecast. As discussed in the budget document, the amount available for salary increases takes into consideration increasing costs for employee pension and inflationary assumptions for non-salary items. The recommendation contains a wage increase of 4% effective the first full pay period following full ratification of the AFSCME TA, 3% effective the pay period following July 1, 2018, and 2.5% effective the pay period following July 1 ,2019. While this package may be viewed as a cumulative total of 9.5% over three years, such a summary does not consider the impact of late implementation on the first fiscal year. With the 4% increase taking effect the first full pay period following City Council ratification, the resulting increase impacts only three quarters of the year for an effective compensation expense increase of 3% for the 2017-18 fiscal year. In addition to falling within the assumptions of the City's long-term fiscal forecast, the salary increases fall within assumptions made by CalPERS in its payroll growth assumptions used in actuarial analysis of pension liabilities.

3. **Principle #3 – Recruitment and Retention**. Continuing to tie compensation and benefits of Confidential employees to the terms of the AFSCME successor agreement are an important component of recruiting and retaining quality employees. In response to fiscal sustainability goals and the ability to recruit and retain a qualified workforce, the City targets total compensation packages that are at the market median of comparable agencies. With neighboring agencies recently reaching agreement with their labor unions, the recommendation maintains the City's compensation package at market median.

Impact of *Flores v. City of San Gabriel* Decision

On May 15, 2017, the U.S. Supreme Court denied the City of San Gabriel's petition for a review of the Ninth Circuit Court of Appeals' decision in *Flores v. City of San Gabriel* (*Flores*). *Flores* involved a group of police officers who sued their employer (City of San Gabriel) over the employer's calculation of the employee's overtime rate. The case found that the Fair Labor Standards Act (FLSA) requires the employer to include cash payments made in lieu of health benefits into its wage calculation for overtime pay purposes. In response to the ruling, the City is currently reviewing historical payroll records to determine the magnitude of the correction required to be in compliance with the *Flores* decision. It is important to note that the City may be required to pay liquidated damages equal to the incorrect payment for up to three years. It is also important to note that overtime earnings are not pension-able wages

Impact on City Resources

This adjustment results in a fiscal impact of approximately $67,200 over three years. The total cost reflects an average annual increase in total compensation for Confidential employees of 2.84%. The fiscal impact is within the City Council's 10-year fiscal forecast as adopted in the 2017-18 budget.

Environmental Review

No environmental review is required for this item.

Public Notice

Public Notification was achieved by posting the report 72 hours prior to the Council meeting of September 26, 2017.

Attachments

None.

Report prepared by:
Dan Jacobson, Interim Finance and Budget Manager
Lenka Diaz, Human Resources Manager
Nick Pegueros, Administrative Services Director

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-233-CC**

Regular Business: **Approve the amendments to the Executive Management Benefits Plan document for unrepresented management personnel effective October 1, 2017**

Recommendation

Approve amendments to the Executive Management Benefits Plan document for unrepresented management personnel effective October 1, 2017.

Policy Issues

This recommendation aligns with the City's goals of balancing continued fiscal prudence in planning for potential impacts of employee retirement benefits, while also continuing to align the City as a competitive employer in the increasingly robust job market of the Silicon Valley.

Background

The 2017-18 budget authorizes 22 management level classifications, collectively referred to as Executive Management or Unrepresented Management, who are unrepresented by an organized labor unit and serve as the City's division level manager and department heads. Employees at this level serve at will and are largely responsible for ensuring delivery of City Council goals and policies at the department level. Given that these employees are not represented by an organized labor group, the City does not negotiate compensation with these classifications either as individuals or as a group. Rather, the City's past practice has set forth a series of benefits determined by the City Council as providing a compensation package necessary to attract and retain employees, as documented in the Executive Management Benefits Plan document (Benefits Plan). The City Manager and City Attorney are not covered by this benefit plan however their contracts may reference this benefit plan as agreed upon in their respective contracts.

Analysis

On September 12, 2017, the City Council met in closed session to provide direction on amendments to the Executive Management Benefits Plan document (Benefits Plan). With recent tentative agreements reached between the City and both AFSCME Local 829 and SEIU Local 521 for all non-sworn represented employees, the terms of those agreements result in salary increases that narrow the salary differential between supervisors (AFSCME) and managers (Executive Management). If salary ranges for managers are not adjusted commensurate with the increase provided to supervisors, the City will experience wage compaction which impacts in-house employee's desire to promote within the organization and the ability to

retain and recruit highly qualified employees in the Executive Management ranks.

The most recent adjustment to Executive Management salary ranges occurred in July 2016 to correspond with a cost of living adjustments provided to supervisory employees who are represented by AFSCME Local 829. With the exception of market rate adjustments provided to certain AFSCME and SEIU represented classifications as part of the classification and compensation study of 2015-16, Executive Management classification salary ranges have received adjustments equal to AFSCME to maintain salary differentials since 2015.

The table to follow summarizes key changes to the Benefits Plan (Attachment A) and provides the fiscal impact of those benefit changes. Additional amendments are included in Attachment A that reflect current practice and/or provide for greater clarity in the administration of the Benefits Plan. Attachment B provides a "clean" version of the benefit plan inclusive of all changes highlighted in Attachment A.

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Salary ranges Section II.A.1	Assuming City Council approval of the proposed amendments on September 26, 2017, the Benefits Plan provides an across the board cost of living adjustment to all unrepresented classification salary ranges as follows: • 4.0%* effective the pay period beginning October 1, 2017* • 3.0% effective the pay period following July 1, 2018 • 2.5% effective the pay period following July 1, 2019 *Mid-year implementation of the pay rate increase results in an annualized 25 percent decrease in the rate adjustment. This results in only a 3% increase for this unit in fiscal year 2017-18. Unlike all other employees, Executive Management employees are not on a step system whereby cost of living adjustments automatically increase employee salaries. Executive Management only receive salary adjustments based on performance and set by the City Manager. Cost estimates are based on an weighted average change equal to that of the annual range adjustment.	$100,700* 104,700 89,800 $295,200
Automobile Allowance Section II.C.3	The automobile allowance is a non-pensionable management benefit that provides employees an allowance to maintain a vehicle for official city purposes. The benefit was last increased in 2002 and has not been adjusted for the Consumer Price Index to offset the diminishing buying power of the 2002 dollars resulting from inflation. When CPI-U is applied on an annual basis going back to 2003, the 2017 inflation adjusted auto allowance increases from $147.69 to $210 per pay period. The adjustment is recommended to take effective October 1, 2017 with automatic annual inflation adjustments going forward, beginning July 2018, based on CPI-U for the San Francisco-Oakland-San Jose region as measured from February to February.	$29,200

Item	Key provisions and/or changes Description	Fully Burdened Cost/Savings
Uniform Allowance Section II.C.4	The uniform allowance is not a new benefits but was previously omitted from the Benefits Plan document.	-
Education Reimbursement Section II.C.5	The Benefits Plan has been enhanced to provide education expense reimbursement of up to $3,600 per year per employee, pending City Council budget appropriations, for expenses incurred by the employee in the previous twelve months. The first reimbursement period will be for the twelve month period ending September 30, 2017, pending City Council budget appropriation and documentation of expenses by the employee. Subsequent reimbursements shall occur in October of each year for the twelve months ending September 30th. Eligible education expenses for reimbursements include tuition expenses for classes or programs taken in pursuit of a degree program, certificate program, or other education that enhances the employee's service to the community. Additional eligible education expenses for reimbursement include post-secondary education student loan debt that the employee incurred either during or prior to his or her employment with the City. The 2017-18 estimated cost of this benefit is between $29,000 and $44,000 depending on the number of employees seeking reimbursement.	$44,000
General Leave Section II.G.1	The recommendation is to combine floating holiday and general leave into a single biweekly pay period accrual and round the accrual up resulting in an increase from 12.81 hours to 13.00 hours for a total of 338 hours per year, up from the current 333 hours per year. This leave is eligible for annual cash out as elected by the employee in the prior calendar year and in compliance with constructive receipts. The annual cash out is non-pensionable compensation.	-
Administrative Leave Section II.H	The Benefits Plan includes a new paid time off provision, 80 hours of Administrative Leave, to bring the City's paid time off benefit to market median with comparable cities. Other agencies provide Executive Management employees paid time off buckets of vacation, floating holiday, sick leave, and management/administrative leave. The median sum of all paid time off banks is 419 hours per year.	-

	The City currently provides 333 hours per year. The leave caries no cash value upon separation. Additionally, the leave cannot carry over from year-to-year.

The compensation changes outlined above, in conjunction with the current City Council approved Benefits Plan, provides a competitive compensation package that maintains the current salary differentials between executive management and supervisory employee represented by AFSCME Local 821..

In addition, the recommended Benefits Plan meets the labor negotiations principles set out by the City Council in the negotiations with organized labor units as follows:

1. **Principle #1 – Service to the Community**. 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, and businesses in Menlo Park. Executive Management employees carry the significant responsibility of ensuring high quality delivery of service to the community, delivering City Council work plan initiatives, and exercising discretion to ensure that taxpayer resources are expended effectively and responsibly.

2. **Principle #2 – Fiscal Sustainability**. One measure of fiscal sustainability is the relationship between the proposed changes and inflation as measured by the Consumers Price Index, All Urban Consumers (CPI-U), for the San Francisco – Oakland – San Jose region. For budgeting purposes, the City measures CPI-U based on the annual change as measured in February of each year. From February 2016 to February 2017, the CPI-U recorded an increase of 3.4%. Subsequent measures of the year-over-year change in CPI-U were 3.8% and 3.5% in April and June, respectively.

   Another measure of fiscal sustainability is the cumulative fiscal impact of the proposed changes and the relationship of that impact to the 2017-18 budget's 10-year forecast. As discussed in the budget document, the amount available for salary increases takes into consideration increasing costs for employee pension and inflationary assumptions for non-salary items. The proposal provides for an increase of 4% to salary ranges effective October 1, 2017, 3% effective t July 9, 2018, and 2.5% effective July 7, 2019. With the 4% increase taking effect October 1st, the resulting increase on compensation can only impact three quarters of the year for an effective exposure to compensation expense increase of 3% as a result of the salary range changes for the 2017-18 fiscal year. In addition to falling within the assumptions of the City's long-term fiscal forecast, the salary increases fall within assumptions made by CalPERS in its payroll growth assumptions used in actuarial analysis of pension liabilities.

3. **Principle #3 – Recruitment and Retention**. The proposed Benefits Plan is an important component of recruiting and retaining quality employees. Competition for Executive Management classifications up and down the Peninsula is intense given the unique skill sets required to serve as a division manager or department head. As part of the 2017-18 annual budget, the City Council authorized an increase of the maximum annual performance bonus from $5,000 to $10,000. In addition to the higher bonus opportunity, the amendments to the Benefits Plan anticipated salary

range increases, new benefits to attract and retain employees who recently or continue to experience financial burden of post-secondary education, an automobile allowance that has been adjusted going forward to provide the same buying power as when last increased in 2001, and a paid time off program that is in line with market median paid time off benefits provided in neighboring jurisdictions.

Impact on City Resources

Due to the nature of the Executive Management Benefits Plan and the fact the employees in this unit are not automatically granted salary increases as a consequence of City Council approved changes in salary ranges, the fiscal impact of this approval is estimated not to exceed $173,900 in 2017-18, however the actual increase may be less. Additional increases in future years to salary ranges similarly are not automatic increases however it is estimated that compensation will no increase more than $104,000 in 2018-19 and $89,900 in 2019-20.

Environmental Review

No environmental review is required for this item.

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. Track changes copy of Executive Management Benefits Plan Document
B. Amended Executive Management Benefits Plan Document

Report prepared by:
Dan Jacobson, Interim Finance and Budget Manager
Lenka Diaz, Human Resources Manager
Nick Pegueros, Administrative Services Director

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ATTACHMENT A

CITY OF MENLO PARK
EXECUTIVE MANAGEMENT
~~BENEFIT~~ COMPENSATION PLAN

~~Management Appointees~~
Effective ~~January 1, 2017~~ October 1, 2017

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~~III.~~I. ~~P~~Plan Participants

Persons covered by this plan, "Plan participant(s)" or "Employee(s)", ~~-~~include all City employees in classifications that ~~who~~ are appointed by the City Manager and have been designated unrepresented management ~~-~~at-will employees .. These classifications ~~and~~ are exempt from the Fair Labor Standards Act (FLSA), and are not represented by a collective bargaining unit or ~~one of the City's bargaining units and are not~~ classified as confidential employees.

~~IV.~~II. ~~Designated Management Benefits~~Plan Participant Compensation

~~In addition to the salary established by the Menlo Park City Council, designated management at-will employees may receive special compensation as follows:~~

A. ~~Bonus Program~~Salary

1. Base Salary

The City Council adopts and publishes a salary schedule for all authorized classifications. The City Manager may set employee salaries at any point in the City Council adopted range. Salaries for employees in this plan do not automatically adjust when City Council amends the salary schedule. Unless otherwise amended by the City Council, salary ranges shall adjust as follows:

Effective Date First full Pay Period	Change in Salary Range
October 2017	4.0%
July 2018	3.0%
July 2019	2.5%

2. Performance Evaluations

Plan participant shall receive periodic evaluations to assess and document performance and expectations. Upon completion of an Employee's periodic performance evaluation, the City Manager, or designee, may award a merit based salary increase that is within the City Council adopted salary schedule and commensurate with the Employee's performance.

3. Bonus Program

~~Designated management at-will employees may receive lump sum bonuses based on performance in addition to salary as determined from time to time by the City Manager.~~Subject to annual budget appropriations, the City Manager may award one-time bonuses to employees in an amount not to exceed $10,000 per employee per fiscal year.

4. Salary Administration

Plan participants are salaried employees, exempt from the Fair Labor Standards Act (FLSA), and are not eligible for overtime pay. Salary payment is made by dividing the Employee's

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annual salary by twenty-six (26). For each pay period, Employees shall be paid on an exception basis whereby, unless directed by the Employee's supervisor to keep detailed accounting of hours worked, the Employee is only required to report paid time off and not hours worked.

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~~A.~~B. Group Insurance

1. Health Plan

The City shall pay 100% of health premium costs on behalf of ~~management~~ employees and their eligible dependent(s) as provided for under the California Public Employees' Retirement System (CalPERS) medical program and as approved by the City Council. Participation in the medical plan of choice under CalPERS is subject to the limits of the City of Menlo Park's agreement with CalPERS.

2. Dental Insurance

The City will pay 100% of premiums for dental insurance through Delta Dental or a similar plan administrator.

3. ~~Basic~~ Life Insurance

The City will pay 100% of premiums for Life Insurance coverage of 150% of annual earnings up to a maximum benefit of $~~300~~350,000. Employees may elect to purchase additional life insurance through the City's insurance carrier.

4. Vision Insurance

The City will pay 100% of basic plan premiums for vision insurance through Vision Service Plan (VSP) or a similar plan administrator. Employees may elect to purchase additional vision insurance through the City's insurance carrier.

Commented [DLD1]: I think we need something to distinguish that the City pays for, and what employees can buy-up, as it's all offered through VSP.

5. Long Term Disability (LTD) Insurance

The City will pay 100% of premiums for LTD insurance, which provides up to 66.67% of salary up to the state maximum per month for illness or injury which extends beyond forty-five (45) calendar days.

6. Accidental Death and Dismemberment (AD&D) Insurance

The City will pay 100% of premiums for AD&D insurance at the level of 150% of annual earnings up to a maximum benefit of $~~10~~350,000 ~~maximum coverage~~.

7. Optional Insurances

Employees have the option of purchasing insurances made available to other employees but not specifically provided for in this document.

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~~B.~~C. Additional Benefits

1. Employee Assistance Program (EAP)

Employees and eligible dependents have access to a variety of low/no-cost services through the City's EAP provider, CONCERN, or a similar provider. Services include short term counseling, parenting and childcare services, legal services, financial services and eldercare referral services.

2. Health Reimbursement Arrangement (HRA) Benefit

The City shall contribute $2,500 per calendar year (prorated for new/promoted E~~e~~mployees during the first year of employment or E~~e~~mployees in a leave without pay status) to an HRA account to be used for qualifying healthcare expenses incurred by the E~~e~~mployee or eligible dependent(s). Any funds which are unused will roll over into the following year.

3. Auto Allowance

~~The City shall pay each worker~~employee Plan participants who are not assigned a City vehicle shall receive an ~~annual~~ auto allowance of ~~$3,840, paid evenly between all pay periods~~ $210 per pay period. This allowance shall be adjusted annually by the Consumer Price Index[1].

4. Uniform Allowance

Unrepresented sworn Plan participants shall receive a uniform allowance of $40 per pay period. This allowance shall be adjusted annually by the Consumer Price Index[1].

5. Education Reimbursement

Subject to annual budget appropriations by the City Council, the City shall provide education reimbursement in an amount not to exceed $3,600 per year per employee for the following education expenses:

- tuition expenses for classes or programs taken in pursuit of a degree program, certificate program, or other education that enhances the employee's service to the community. This reimbursement may be subject to applicable tax withholdings.
- Student loan payments incurred in the pursuit of post-secondary education during or prior to employee's service to the City. This reimbursement is subject to applicable tax withholdings.

~~C.~~D. Bereavement Leave

An employee ~~worker~~ shall be allowed regular pay for not more than three (3) working days when absent because a death has occurred in the immediate family. This absence will not affect the ~~worker~~employee's accrued General Leave or Administrative Leave banks. For purpose of bereavement leave, members of the immediate family shall be limited to mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother, grandfather of the

[1] Annual adjustments occur the first full pay period of July of each year and are calculated based on the change in Consumer Price Index All Urban Consumers (CPI-U) for the San Francisco – Oakland – San Jose region as measured from February to February. For administrative purposes, the per pay period amount shall be rounded up to the next dollar after the CPI-U adjustment is applied.

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~~worker~~employee, spouse, domestic partner, brother, stepbrother, sister, stepsister, or dependent of the ~~worker~~employee.

~~D.~~E. Jury Duty and Witness Leave

Employees required to report for jury duty or serve as a witness on behalf of the City shall be granted leave with full pay until released by the court, provided the employee remits to the City all ~~fees~~ payments received from such duties.

~~E.~~F. Holidays

Employees are eligible for eight (8) hours of paid holiday leave for the holidays specified herein:

- 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

Holidays may be observed on a different date if they fall on a closed Friday, Saturday, or Sunday. Holidays may also be observed on different dates if they fall during other City Hall closures. At the City Manager's discretion, City Hall may close for the business days between Christmas Day and New Year's Day and employee have the option of taking unpaid leave or using accrued leave balances during those days.

~~F.~~G. ~~Paid Time Off (~~General Leave~~)~~

~~Employees will accrue and may use General Leave according to Appendix A, the City of Menlo Park Management General Leave Program.~~ Employees accrue General Leave to provide for paid time off, in accordance with City-wide leave policies, for any purpose required by the employee and takes the place of traditional vacation leave, sick leave, and floating holiday leave.

1. Accrual

~~Management general leave combines vacation and sick leave accrual into one program of 299 hours per year. Actual accrual is prorated at 11.5~~General leave accrues at the rate of 13.0 hours biweekly. ~~In addition, employees receive 34 hours of General Leave the first full pay period of each calendar year.~~ The maximum number of hours which may be accrued is 1,200 hours. Accrual will be frozen upon reaching the maximum.

~~Management benefits for worker~~General Leave for Employees who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment.

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Upon promotion from a represented or confidential classification, the promoted employee's vacation leaves as of the date of promotion converts to General Leave. The employee's sick leave balance as of the date of promotion shall be frozen sick leave for use by the employee for eligible sick events in lieu of other paid time off. Compensatory time and Floating Holiday will be cashed out at the employee's rate of pay prior to promotion.

The City Manager may, as a recruitment tool, award newly hired employees up to 80 hours of General Leave.

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2. ~~General Leave~~Annual Cash-out

Employees may elect to cash out up to 120 hours of accrued General Leave annually in accordance with the General Leave Cash-out policy.

3. Separation Cash-out

Upon separation from City service, accrued general leave may be taken in a cash payment.

4. Conversion to Retirement ~~Cash-out~~Health Credits

Eligible employees hired by the City on or before October 22, 2011, and retiring from the City of Menlo Park may elect to convert up to 900 hours of General Leave, not otherwise converted to cash, to Retirement Health Credits (RHCs). RHCs may only be applied to a CalPERS-sponsored health plan, and there must be no break in coverage between the time of retirement and the exhaustion of the RHC benefit.

General Leave hours are converted to RHC's in accordance with the following formulas:

Years of Service	# of General Leave Hours	Conversion of hours to RHC's
5 to 14.9	8	1
15 to 19.9	6	1
20+	3	1

Premium coverage is calculated in accordance with the following formulas:

Level of Coverage	RHC's Required for One Month of Coverage
Retiree only	1
Retiree +1 dependent	2
Retiree +2 or more dependents	3

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Employees hired by the City after October 22, 2011 are not eligible for retiree health benefits except for the minimum employer contribution prescribed by CalPERS.

H. Administrative Leave

Effective the first full pay period of October of each year, employees shall be granted 80 hours of administrative leave. Administrative leave carries no cash value and any unused balance as of the final full pay period of September shall not carry over beyond that pay period. Employees

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hired after the first pay period of October shall be granted a prorated amount of Administrative Leave at the rate of 4 hours per pay period remaining before the next full pay period of October.

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~~G.~~I. ~~Public Employees' Retirement System~~Retirement

Effective July 2, 2000, the City ~~will~~ implement~~ed~~ Employer Pick-up, Internal Revenue Code 414 (h) (2), for the Administrative Staff and the City Attorney, and the City ~~shall~~ pay~~s~~ none of the employee's contribution to the California Public Employees' Retirement System (CalPERS). Employees are required to pay a portion of the employer's required contribution. Employees must refer to CalPERS rules and regulations to determine their status as a "Classic" or "New" member.

1. ~~Tier 1 Employees~~Pension for Miscellaneous/Non-Sworn

~~Employees hired by the City prior to implementation of a second tier retirement formula will receive the following benefits according to the following formulas:~~Employees in non-safety classifications are enrolled in CalPERS as follows:

Tier	CalPERS Member status and hire date	Benefit Formula	Final Compensation Basis	Base Employee Contribution (in addition to cost sharing see Section I.4.)
1	**Classic Member:** before February 12, 2012	2.7% @ 55	Single highest year	8%
2	**Classic Member:** on or after February 12, 2012	2.0% @ 60	Final 36-month average	7%
3	**New Member; on or after January 1, 2013**	2.0% @ 62	Final 36-month average; capped at an amount adjusted by CalPERS annually	½ normal cost; adjusted annually

~~Non-Safety: 2.7% @ 55, single highest year~~

~~Safety: 3.0% @ 50, single highest year~~

~~6.~~2. ~~Tier 2 Employees~~Pension for Safety/Sworn

Employees in sworn safety classifications are enrolled in CalPERS as follows:

Tier	CalPERS Member status and hire date	Benefit Formula	Final Compensation Basis	Base Employee Contribution (in addition to cost sharing see Section I.4.)
1	**Classic Member: before November 20, 2011**	3.0% @ 50	Single highest year	9%

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2	**Classic Member: on or after November 20, 2011**	3.0% @ 55	Highest 36-month average	9%
3	**New Member; on or after January 1, 2013**	2.7% @ 57	Highest 36-month average; capped at an amount adjusted by CalPERS annually	½ normal cost; adjusted annually

~~Employees hired by the City after the implementation of a second lower tier retirement formula (November 20, 2011 for safety, February 12, 2012 for non-safety), who are not new members as defined by CalPERS, will receive the benefits according to the following formulas:~~

~~Non-Safety: 2.0% @ 60, highest consecutive three years~~

~~Safety: 3.0% @ 55, highest consecutive three years~~

~~7. Tier 3 Employees~~

~~New employees, as defined by CalPERS, hired on or after January 1, 2013, will have benefits calculated according to the following formula:~~

~~Non-Safety: 2.0% @ 62, highest consecutive three years~~

~~Safety: 2.7% @ 57, highest consecutive three years~~

~~8.~~3. Employer Rate Cost Sharing

Should the employer rate for the miscellaneous plan rise above 15.850% for a given formula in any year, the increase shall be shared equally between the employee and the employer. As an example, if the employer rate for a given year is 16.850%, the 1.0% increase above 15.850% is split equally between the City and employee resulting the City's share equaling ~~shall pay~~ 16.350% (15.850% + 0.500%) and the employee shall pay 0.500% ~~(~~in addition to the fixed employee contribution percentage as set by CalPERS; regardless if the employee is safety or non-safety).

4. Retiree Health Benefits

The City contracts with CalPERS under the Public Employee Medical and Hospital Care Act (PEMHCA) for medical insurance. Basic retiree health benefits are provided in accordance with PEMHCA to all retired annuitants. Additional benefits are provided to employees hired on or before October 20, 2011 as detailed in the General Leave section of this benefits document.

~~H. Retiree Health Benefits~~

~~A worker with a minimum of five (5) years of continuous service, hired by the City prior to October 23, 2011 may elect to convert accumulated general leave to retirement health credits upon retirement from the City may do so under the following schedule:~~

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- ~~Less than fifteen (15) years of continuous service with the City: eight (8) hours of general 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 general 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 general leave for each retirement health credit, with any remainder being rounded to the next higher credit.~~

~~Employees hired by the City after October 22, 2011 are not eligible for retiree health benefits except for the minimum employer contribution prescribed by CalPERS.~~

~~I.~~J. Deferred Compensation

~~Employees~~ Plan participants may elect to participate in ~~one of three~~the Deferred Compensation (457(b)) plan(s) sponsored by the City.

In addition, the City will match contributions for ~~Tier 2 and 3~~ employees at a ratio of 1:1 for up to 4% of the ~~employee's~~ plan participant's salary, calculated on a bi-weekly basis, for employees enrolled in the tier 2 or tier 3 pension benefit plan.

Commented [DLD2]: This language was stricken from the document. Should we add a column in the retirement section to title each plan Tier 1, Tier 2, and PEPRA?

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V. APPENDIX A

CITY OF MENLO PARK
MANAGEMENT GENERAL LEAVE PROGRAM

A. Accrual

Management general leave combines vacation and sick leave accrual into one program of 299 hours per year. Actual accrual is prorated at 11.5 hours biweekly. In addition, employees receive 34 hours of General Leave the first full pay period of each calendar year. The maximum number of hours which may be accrued is 1,200 hours. Accrual will be frozen upon reaching the maximum.

Management benefits for workers who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment.

B. General Leave Cash-out

Employees may elect to cash out up to 120 hours of accrued General Leave annually in accordance with the General Leave Cash-out policy.

C. Separation Cash-out

Upon separation from City service, accrued general leave may be taken in a cash payment.

D. Retirement Cash-out

Eligible employees hired by the City on or before October 22, 2011, and retiring from the City of Menlo Park may elect to convert up to 900 hours of General Leave, not otherwise converted to cash, to Retirement Health Credits (RHCs). RHCs may only be applied to a CalPERS-sponsored health plan, and there must be no break in coverage between the time of retirement and the exhaustion of the RHC benefit.

General Leave hours are converted to RHC's in accordance with the following formulas:

- 5-14.9 years of service: 8 hours = 1 RHC
- 15-19.9 years of service: 6 hours = 1 RHC
- 20+ years of service: 3 hours = 1 RHC

Premium coverage is calculated in accordance with the following formulas:

- Single coverage: 1 RHC per month
- Double coverage: 2 RHCs per month
- Family coverage: 3 RHCs per month

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CITY OF MENLO PARK EXECUTIVE MANAGEMENT COMPENSATION PLAN

Effective October 1, 2017

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I. Plan Participants

Persons covered by this plan, “Plan participant(s)” or “Employee(s)”, include all City employees in classifications that are appointed by the City Manager and have been designated unrepresented management at-will employees .. These classifications are exempt from the Fair Labor Standards Act (FLSA), and are not represented by a collective bargaining unit or classified as confidential employees.

II. Plan Participant Compensation

A. Salary

1. Base Salary

The City Council adopts and publishes a salary schedule for all authorized classifications. The City Manager may set employee salaries at any point in the City Council adopted range. Salaries for employees in this plan do not automatically adjust when City Council amends the salary schedule. Unless otherwise amended by the City Council, salary ranges shall adjust as follows:

Effective Date First full Pay Period	Change in Salary Range
October 2017	4.0%
July 2018	3.0%
July 2019	2.5%

2. Performance Evaluations

Plan participant shall receive periodic evaluations to assess and document performance and expectations. Upon completion of an Employee’s periodic performance evaluation, the City Manager, or designee, may award a merit based salary increase that is within the City Council adopted salary schedule and commensurate with the Employee’s performance.

3. Bonus Program

Subject to annual budget appropriations, the City Manager may award one-time bonuses to employees in an amount not to exceed $10,000 per employee per fiscal year.

4. Salary Administration

Plan participants are salaried employees, exempt from the Fair Labor Standards Act (FLSA), and are not eligible for overtime pay. Salary payment is made by dividing the Employee’s annual salary by twenty-six (26). For each pay period, Employees shall be paid on an exception basis whereby, unless directed by the Employee’s supervisor to keep detailed accounting of hours worked, the Employee is only required to report paid time off and not hours worked.

B. Group Insurance

1. Health Plan

The City shall pay 100% of health premium costs on behalf of employees and their eligible dependent(s) as provided for under the California Public Employees' Retirement System (CalPERS) medical program and as approved by the City Council. Participation in the medical plan of choice under CalPERS is subject to the limits of the City of Menlo Park's agreement with CalPERS.

2. Dental Insurance

The City will pay 100% of premiums for dental insurance through Delta Dental or a similar plan administrator.

3. Life Insurance

The City will pay 100% of premiums for Life Insurance coverage of 150% of annual earnings up to a maximum benefit of $350,000. Employees may elect to purchase additional life insurance through the City’s insurance carrier.

4. Vision Insurance

The City will pay 100% of basic plan premiums for vision insurance through Vision Service Plan (VSP) or a similar plan administrator. Employees may elect to purchase additional vision insurance through the City’s insurance carrier.

5. Long Term Disability (LTD) Insurance

The City will pay 100% of premiums for LTD insurance, which provides up to 66.67% of salary up to the state maximum per month for illness or injury which extends beyond forty-five (45) calendar days.

6. Accidental Death and Dismemberment (AD&D) Insurance

The City will pay 100% of premiums for AD&D insurance at the level of 150% of annual earnings up to a maximum benefit of $350,000.

7. Optional Insurances

Employees have the option of purchasing insurances made available to other employees but not specifically provided for in this document.

C. Additional Benefits

1. Employee Assistance Program (EAP)

Employees and eligible dependents have access to a variety of low/no-cost services through the City's EAP provider, CONCERN, or a similar provider. Services include short term counseling, parenting and childcare services, legal services, financial services and eldercare referral services.

2. Health Reimbursement Arrangement (HRA) Benefit

The City shall contribute $2,500 per calendar year (prorated for new/promoted Employees during the first year of employment or Employees in a leave without pay status) to an HRA account to be used for qualifying healthcare expenses incurred by the Employee or eligible dependent(s). Any funds which are unused will roll over into the following year.

3. Auto Allowance

Plan participants who are not assigned a City vehicle shall receive an auto allowance of $210 per pay period. This allowance shall be adjusted annually by the Consumer Price Index[1].

4. Uniform Allowance

Unrepresented sworn Plan participants shall receive a uniform allowance of $40 per pay period. This allowance shall be adjusted annually by the Consumer Price Index[1].

5. Education Reimbursement

Subject to annual budget appropriations by the City Council, the City shall provide education reimbursement in an amount not to exceed $3,600 per year per employee for the following education expenses:

tuition expenses for classes or programs taken in pursuit of a degree program, certificate program, or other education that enhances the employee's service to the community. This reimbursement may be subject to applicable tax withholdings.

Student loan payments incurred in the pursuit of post-secondary education during or prior to employee's service to the City. This reimbursement is subject to applicable tax withholdings.

D. 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. This absence will not affect the employee's accrued General Leave or Administrative Leave banks. For purpose of bereavement leave, members of the immediate family shall be limited to mother, stepmother, father, stepfather, mother-in-law, father-in-law, grandmother, grandfather of the employee, spouse, domestic partner, brother, stepbrother, sister, stepsister, or dependent of the employee.

E. Jury Duty and Witness Leave

Employees required to report for jury duty or serve as a witness on behalf of the City shall be granted leave with full pay until released by the court, provided the employee remits to the City all payments received from such duties.

[1] Annual adjustments occur the first full pay period of July of each year and are calculated based on the change in Consumer Price Index All Urban Consumers (CPI-U) for the San Francisco – Oakland – San Jose region as measured from February to February. For administrative purposes, the per pay period amount shall be rounded up to the next dollar after the CPI-U adjustment is applied.

F. Holidays

Employees are eligible for eight (8) hours of paid holiday leave for the holidays specified herein:

- 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

Holidays may be observed on a different date if they fall on a closed Friday, Saturday, or Sunday. Holidays may also be observed on different dates if they fall during other City Hall closures. At the City Manager's discretion, City Hall may close for the business days between Christmas Day and New Year's Day and employee have the option of taking unpaid leave or using accrued leave balances during those days.

G. General Leave

Employees accrue General Leave to provide for paid time off, in accordance with City-wide leave policies, for any purpose required by the employee and takes the place of traditional vacation leave, sick leave, and floating holiday leave.

1. Accrual

General leave accrues at the rate of 13.0 hours biweekly. The maximum number of hours which may be accrued is 1,200 hours. Accrual will be frozen upon reaching the maximum.

General Leave for Employees who work less than full-time shall be prorated on the basis of hours worked as compared to full-time employment.

Upon promotion from a represented or confidential classification, the promoted employee's vacation leaves as of the date of promotion converts to General Leave. The employee's sick leave balance as of the date of promotion shall be frozen sick leave for use by the employee for eligible sick events in lieu of other paid time off. Compensatory time and Floating Holiday will be cashed out at the employee's rate of pay prior to promotion.

The City Manager may, as a recruitment tool, award newly hired employees up to 80 hours of General Leave.

2. Annual Cash-out

Employees may elect to cash out up to 120 hours of accrued General Leave annually in accordance with the General Leave Cash-out policy.

3. Separation Cash-out

Upon separation from City service, accrued general leave may be taken in a cash payment.

4. Conversion to Retirement Health Credits

Eligible employees hired by the City on or before October 22, 2011, and retiring from the City of Menlo Park may elect to convert up to 900 hours of General Leave, not otherwise converted to cash, to Retirement Health Credits (RHCs). RHCs may only be applied to a CalPERS-sponsored health plan, and there must be no break in coverage between the time of retirement and the exhaustion of the RHC benefit.

General Leave hours are converted to RHC's in accordance with the following formulas:

Years of Service	# of General Leave Hours	Conversion of hours to RHC's
5 to 14.9	8	1
15 to 19.9	6	1
20+	3	1

Premium coverage is calculated in accordance with the following formulas:

Level of Coverage	RHC's Required for One Month of Coverage
Retiree only	1
Retiree +1 dependent	2
Retiree +2 or more dependents	3

Employees hired by the City after October 22, 2011 are not eligible for retiree health benefits except for the minimum employer contribution prescribed by CalPERS.

H. Administrative Leave

Effective the first full pay period of October of each year, employees shall be granted 80 hours of administrative leave. Administrative leave carries no cash value and any unused balance as of the final full pay period of September shall not carry over beyond that pay period. Employees hired after the first pay period of October shall be granted a prorated amount of Administrative Leave at the rate of 4 hours per pay period remaining before the next full pay period of October.

I. Retirement

Effective July 2, 2000, the City implemented Employer Pick-up, Internal Revenue Code 414 (h) (2), for the Administrative Staff and the City Attorney, and the City pays none of the employee's contribution to the California Public Employees' Retirement System (CalPERS). Employees are required to pay a portion of the employer's required contribution. Employees must refer to CalPERS rules and regulations to determine their status as a "Classic" or "New" member.

1. Pension for Miscellaneous/Non-Sworn

Employees in non-safety classifications are enrolled in CalPERS as follows:

Tier	CalPERS Member status and hire date	Benefit Formula	Final Compensation Basis	Base Employee Contribution (in addition to cost sharing see Section I.4.)
1	**Classic Member:** before February 12, 2012	2.7% @ 55	Single highest year	8%
2	**Classic Member:** on or after February 12, 2012	2.0% @ 60	Final 36-month average	7%
3	**New Member; on or after January 1, 2013**	2.0% @ 62	Final 36-month average; capped at an amount adjusted by CalPERS annually	½ normal cost; adjusted annually

2. Pension for Safety/Sworn

Employees in sworn safety classifications are enrolled in CalPERS as follows:

Tier	CalPERS Member status and hire date	Benefit Formula	Final Compensation Basis	Base Employee Contribution (in addition to cost sharing see Section I.4.)
1	**Classic Member: before November 20, 2011**	3.0% @ 50	Single highest year	9%
2	**Classic Member: on or after November 20, 2011**	3.0% @ 55	Highest 36-month average	9%
3	**New Member; on or after January 1, 2013**	2.7% @ 57	Highest 36-month average; capped at an amount adjusted by CalPERS annually	½ normal cost; adjusted annually

3. Employer Rate Cost Sharing

Should the employer rate for the miscellaneous plan rise above 15.850% for a given formula in any year, the increase shall be shared equally between the employee and the employer. As an example, if the employer rate for a given year is 16.850%, the 1.0% increase above 15.850% is split equally between the City and employee resulting the City's share equaling 16.350% (15.850% + 0.500%) and the employee shall pay 0.500% in addition to the fixed employee contribution percentage as set by CalPERS; regardless if the employee is safety or non-safety).

4. Retiree Health Benefits

The City contracts with CalPERS under the Public Employee Medical and Hospital Care Act (PEMHCA) for medical insurance. Basic retiree health benefits are provided in accordance with PEMHCA to all retired annuitants. Additional benefits are provided to employees hired on or before October 20, 2011 as detailed in the General Leave section of this benefits document.

J. Deferred Compensation

Plan participants may elect to participate in the Deferred Compensation (457(b)) plan(s) sponsored by the City.

In addition, the City will match contributions for employees at a ratio of 1:1 for up to 4% of the plan participant's salary, calculated on a bi-weekly basis, for employees enrolled in the tier 2 or tier 3 pension benefit plan.

STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-229-CC**

Regular Business: **Approve a resolution to amend the City's Salary Schedule effective October 1, 2017**

Recommendation

Staff recommends that the City Council approve a Resolution to Amend the City's Salary Schedule effective October 1, 2017.

Policy Issues

In accordance with the City personnel rules and regulations, the City Council is required to adopt changes to the City's Salary Schedule.

Background

In late August, 2017, staff reached tentative agreements with two of the City's collective bargaining units, the Service Employees International Union, Local 521 (SEIU) and the American Federation of State, County, and Municipal Employees, Local 829 (AFSCME) each of which includes provisions to increase salary ranges for represented employees. In additional to these 2 collective bargaining units, the City budgets for 6 unrepresented Confidential employees and 22 unrepresented management employees with pending salary increases.

Analysis

As discussed in the above, City Council approval is required to amend the City's Salary Schedule. The Salary Schedule is a published document that lists the salary ranges for all authorized classifications in accordance with state law. Attachment A contains salary ranges as approved by City Council action on the AFSCME successor agreement, SEIU successor agreement, unrepresented management benefits plan and Confidential employees.

Impact on City Resources

This action results in no change in the City's authorized full-time equivalent employees or the operating budget for FY17-18.

Environmental Review

No environmental review is required.

Public Notice

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

Attachments

A. City of Menlo Park Salary Schedule
B. Resolution

Report prepared by:
Lenka Diaz, Human Resources Manager

City of Menlo Park

PROPOSED Salary Schedule effective October 1, 2017

ATTACHMENT A

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	$ 77,631	$ 81,513	$ 85,589	$ 89,868	$ 94,362
Accountant II	$ 85,028	$ 89,048	$ 93,248	$ 97,733	$ 102,391
Accounting Assistant I	$ 55,051	$ 57,661	$ 60,323	$ 63,142	$ 66,063
Accounting Assistant II	$ 60,323	$ 63,142	$ 66,063	$ 69,151	$ 72,395
Administrative Assistant	$ 60,504	$ 63,331	$ 66,262	$ 69,359	$ 72,613
Administrative Services Director	$ 152,054	Open Range			$ 190,066
Assistant City Manager	$ 160,578	Open Range			$ 211,761
Assistant Community Development Director	$ 119,894	Open Range			$ 156,644
Assistant Community Services Director	$ 122,657	Open Range			$ 153,321
Assistant Engineer	$ 93,631	$ 98,093	$ 102,783	$ 107,690	$ 112,820
Assistant Library Services Director	$ 122,657	Open Range			$ 153,321
Assistant Planner	$ 84,834	$ 88,823	$ 93,081	$ 97,517	$ 102,175
Assistant Public Works Director	$ 133,223	Open Range			$ 166,529
Assistant to the City Manager	$ 104,882	Open Range			$ 131,102
Associate Civil Engineer	$ 105,062	$ 110,091	$ 115,339	$ 120,911	$ 126,769
Associate Engineer	$ 99,284	$ 104,036	$ 108,996	$ 114,262	$ 119,797
Associate Planner	$ 93,081	$ 97,517	$ 102,175	$ 107,064	$ 112,188
Associate Transportation Engineer	$ 110,091	$ 115,339	$ 120,911	$ 126,769	$ 132,911
Building Custodian	$ 54,996	$ 57,604	$ 60,263	$ 63,078	$ 65,997
Building Inspector	$ 90,186	$ 94,522	$ 99,028	$ 103,762	$ 108,716
Business Manager	$ 93,078	$ 97,554	$ 102,204	$ 107,091	$ 112,204
Child Care Teacher I	$ 49,210	$ 51,442	$ 53,771	$ 56,221	$ 58,881
Child Care Teacher II	$ 54,996	$ 57,604	$ 60,263	$ 63,078	$ 65,997
Child Care Teacher's Aide	$ 36,921	$ 38,591	$ 40,337	$ 42,144	$ 44,004
City Attorney	n/a	Set by contract			$ 120,000
City Clerk	$ 101,624	Open Range			$ 127,029
City Manager	n/a	Set by contract			$ 217,500
Code Enforcement Officer	$ 77,581	$ 81,248	$ 85,080	$ 89,173	$ 93,422
Communications and Records Manager	$ 107,794	$ 113,025	$ 118,454	$ 124,166	$ 130,137
Communications Dispatcher	$ 78,667	$ 82,386	$ 86,272	$ 90,421	$ 94,730
Communications Training Dispatcher	$ 82,386	$ 86,272	$ 90,421	$ 94,730	$ 99,260
Community Development Director	$ 151,850	Open Range			$ 189,811
Community Development Technician	$ 65,980	$ 69,034	$ 72,260	$ 75,651	$ 79,205
Community Service Officer	$ 64,511	$ 67,545	$ 70,673	$ 74,027	$ 77,581
Community Services Director	$ 153,927	Open Range			$ 192,408
Construction Inspector	$ 85,080	$ 89,173	$ 93,422	$ 97,889	$ 102,563
Contracts Specialist	$ 68,124	$ 71,327	$ 74,630	$ 78,173	$ 81,925
Custodial Services Supervisor	$ 63,282	$ 66,211	$ 69,305	$ 72,557	$ 75,966
Deputy City Clerk	$ 70,665	$ 74,027	$ 77,581	$ 81,248	$ 85,080
Engineering Services Manager/City Engineer	$ 133,223	Open Range			$ 166,529
Engineering Technician I	$ 70,922	$ 74,206	$ 77,729	$ 81,459	$ 85,310
Engineering Technician II	$ 79,507	$ 83,248	$ 87,162	$ 91,341	$ 95,694
Enterprise Applications Support Specialist	$ 93,078	$ 97,554	$ 102,204	$ 107,091	$ 112,204
Equipment Mechanic	$ 70,665	$ 74,027	$ 77,581	$ 81,248	$ 85,080
Executive Assistant	$ 69,082	$ 72,324	$ 75,721	$ 79,283	$ 83,012
Executive Assistant to the City Mgr	$ 73,595	Open Range			$ 89,454
Facilities Maintenance Technician I	$ 58,881	$ 61,592	$ 64,511	$ 67,545	$ 70,673
Facilities Maintenance Technician II	$ 64,511	$ 67,545	$ 70,673	$ 74,027	$ 77,581
Finance and Budget Manager	$ 119,870	Open Range			$ 151,694
Gymnastics Instructor	$ 39,397	$ 41,180	$ 43,039	$ 44,960	$ 47,028
Housing & Economic Development Manager	$ 115,402	Open Range			$ 144,252
Human Resources Manager	$ 119,870	Open Range			$ 151,694
Human Resources Technician	$ 63,924	$ 66,948	$ 69,937	$ 73,349	$ 76,799
Information Technology Manager	$ 119,870	Open Range			$ 151,694
Information Technology Specialist I	$ 68,854	$ 72,297	$ 75,912	$ 79,709	$ 83,695
Information Technology Specialist II	$ 76,504	$ 80,098	$ 83,866	$ 87,810	$ 92,020
Information Technology Supervisor	$ 89,107	$ 99,045	$ 104,258	$ 109,746	$ 115,521
Junior Engineer	$ 75,532	$ 79,308	$ 83,274	$ 87,438	$ 91,810
Librarian I	$ 65,997	$ 69,082	$ 72,324	$ 75,721	$ 79,283
Librarian II	$ 74,027	$ 77,581	$ 81,248	$ 85,080	$ 89,173
Library Assistant I	$ 51,442	$ 53,771	$ 56,221	$ 58,881	$ 61,592

Annual Salaries based on 2080 hours per year except where set by contract

Resolution No.

City of Menlo Park

PROPOSED Salary Schedule effective October 1, 2017

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Library Assistant II	$ 56,221	$ 58,881	$ 61,510	$ 64,511	$ 67,545
Library Assistant III	$ 61,510	$ 64,511	$ 67,545	$ 70,673	$ 73,952
Library Clerk	$ 36,061	$ 37,692	$ 39,397	$ 41,180	$ 43,039
Library Page	$ 26,454	$ 27,649	$ 28,902	$ 30,210	$ 31,578
Library Services Director	$ 148,092	Open Range			$ 185,115
Literacy Program Manager	$ 75,966	$ 79,539	$ 83,279	$ 87,272	$ 91,431
Maintenance Worker I	$ 56,221	$ 58,881	$ 61,510	$ 64,511	$ 67,545
Maintenance Worker II	$ 61,510	$ 64,511	$ 67,545	$ 70,673	$ 74,027
Management Analyst I	$ 81,443	$ 85,516	$ 89,793	$ 94,282	$ 98,997
Management Analyst II	$ 93,078	$ 97,554	$ 102,204	$ 107,091	$ 112,204
Office Assistant	$ 50,522	$ 52,826	$ 55,217	$ 57,833	$ 60,504
Parking Enforcement Officer	$ 56,221	$ 58,881	$ 61,510	$ 64,511	$ 67,545
Permit Manager	$ 105,876	$ 110,942	$ 116,252	$ 121,793	$ 127,678
Permit Technician	$ 65,980	$ 69,033	$ 72,260	$ 75,651	$ 79,204
Plan Check Engineer	$ 106,062	$ 111,140	$ 116,437	$ 122,063	$ 127,975
Planning Technician	$ 75,651	$ 79,204	$ 82,931	$ 86,831	$ 90,994
Police Chief	$ 164,070	Open Range			$ 205,087
Police Commander	$ 147,663	Open Range			$ 184,579
Police Corporal	$ 99,412	$ 104,383	$ 109,602	$ 115,082	$ 120,836
Police Officer	$ 92,369	$ 96,987	$ 101,836	$ 106,928	$ 112,275
Police Records Specialist	$ 61,510	$ 64,511	$ 67,545	$ 70,673	$ 74,027
Police Recruit	n/a	Hourly Rate			$ 74,819
Police Sergeant	$ 111,391	$ 116,960	$ 122,808	$ 128,949	$ 135,396
Principal Planner	$ 112,393	$ 119,429	$ 125,145	$ 131,111	$ 135,535
Program Aide/Driver	$ 35,323	$ 36,921	$ 38,591	$ 40,337	$ 42,144
Program Assistant	$ 50,321	$ 52,616	$ 54,996	$ 57,604	$ 60,263
Property and Court Specialist	$ 64,511	$ 67,545	$ 70,673	$ 74,027	$ 77,581
Public Works Director	$ 155,975	Open Range			$ 194,967
Public Works Superintendent	$ 117,784	Open Range			$ 147,189
Public Works Supervisor - City Arborist	$ 93,606	$ 98,094	$ 102,768	$ 107,677	$ 112,830
Public Works Supervisor - Facilities	$ 94,272	$ 98,792	$ 103,499	$ 108,444	$ 113,632
Public Works Supervisor - Fleet	$ 95,772	$ 100,363	$ 105,145	$ 110,168	$ 115,439
Public Works Supervisor - Park	$ 89,109	$ 93,381	$ 97,831	$ 102,504	$ 107,409
Public Works Supervisor - Streets	$ 89,109	$ 93,381	$ 97,831	$ 102,504	$ 107,409
Recreation Aide	$ 33,794	$ 35,323	$ 36,921	$ 38,591	$ 40,337
Recreation Coordinator	$ 66,211	$ 69,305	$ 72,557	$ 75,966	$ 79,539
Recreation Leader	$ 26,454	$ 27,649	$ 28,902	$ 30,210	$ 31,578
Recreation Supervisor	$ 81,510	$ 85,355	$ 89,460	$ 93,723	$ 98,204
Red Light Photo Enforcement Specialist	$ 72,324	$ 75,721	$ 79,283	$ 83,012	$ 86,992
Revenue and Claims Manager	$ 93,078	$ 97,554	$ 102,204	$ 107,091	$ 112,204
Senior Accountant	$ 97,783	$ 102,406	$ 107,236	$ 112,394	$ 117,750
Senior Building Inspector	$ 101,220	$ 106,062	$ 111,140	$ 116,437	$ 122,063
Senior Civil Engineer	$ 115,710	$ 121,300	$ 127,177	$ 133,339	$ 139,836
Senior Communications Dispatcher	$ 86,272	$ 90,421	$ 94,730	$ 99,260	$ 103,998
Senior Engineering Technician	$ 85,310	$ 89,335	$ 93,631	$ 98,093	$ 102,783
Senior Equipment Mechanic	$ 77,749	$ 81,542	$ 85,378	$ 89,332	$ 93,571
Senior Facilities Maintenance Technician	$ 70,665	$ 74,027	$ 77,581	$ 81,248	$ 85,080
Senior Librarian	$ 85,355	$ 89,460	$ 93,723	$ 98,204	$ 102,893
Senior Maintenance Worker	$ 70,665	$ 74,027	$ 77,581	$ 81,248	$ 85,080
Senior Management Analyst	$ 104,712	Open Range			$ 126,229
Senior Office Assistant	$ 55,217	$ 57,833	$ 60,504	$ 63,331	$ 66,262
Senior Planner	$ 102,175	$ 107,064	$ 112,188	$ 117,536	$ 123,214
Senior Police Records Specialist	$ 64,511	$ 67,545	$ 70,673	$ 74,027	$ 77,581
Senior Program Assistant	$ 61,112	$ 63,968	$ 66,971	$ 70,117	$ 73,416
Senior Recreation Leader	$ 31,578	$ 33,005	$ 34,500	$ 36,061	$ 37,692
Senior Sustainability Specialist	$ 76,640	$ 80,306	$ 84,150	$ 88,161	$ 92,420
Senior Transportation Engineer	$ 115,710	$ 121,300	$ 127,177	$ 133,339	$ 139,836
Senior Water System Operator	$ 70,665	$ 74,027	$ 77,581	$ 81,248	$ 85,080
Sustainability Manager	$ 115,402	Open Range			$ 144,252
Sustainability Specialist	$ 65,997	$ 69,082	$ 72,324	$ 75,721	$ 79,283
Transportation Demand Management Coordinator	$ 86,992	$ 91,136	$ 95,491	$ 100,059	$ 104,849

Annual Salaries based on 2080 hours per year except where set by contract

City of Menlo Park
PROPOSED Salary Schedule effective October 1, 2017

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Water Quality Specialist	$ 75,721	$ 79,283	$ 83,012	$ 86,992	$ 91,136
Water System Operator I	$ 60,249	$ 62,948	$ 65,740	$ 68,988	$ 72,199
Water System Operator II	$ 65,916	$ 68,968	$ 72,191	$ 75,578	$ 79,128

Annual Salaries based on 2080 hours per year except where set by contract

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DRAFT – September 26, 2017

RESOLUTION NO. XXXX

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AMENDING THE SALARY SCHEDULE

WHEREAS, pursuant to the Personnel System Rules, the City Manager prepared a Compensation Plan; and

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. XXXX and subsequent amendments shall be superseded by this Resolution.

BE IT FURTHER RESOLVED that the changes contained herein shall be effective October 1, 2017.

I, Jelena Harada, Deputy City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty-sixth day of September 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this twenty-sixth day of September 2017.

Jelena Harada
Deputy City Clerk

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STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-230-CC**

Regular Business: **Amend the City Council adopted 2017-18 budget to increase the number of authorized full time equivalent employees in the Police Department for the creation of a new police unit**

Recommendation

The recommendation is that the City Council amend the 2017-18 budget to increase the number of authorized full time equivalent employees in the Police Department from 70.0 to 76.0 for the creation of a new police unit.

Policy Issues

The City Council is responsible for appropriating City resources including the number of authorized full-time equivalent (FTE) employees that are included in the City budget.

Background

At their meeting on April 18, 2017, the City Council received an informational item on the creation of a 4th police unit as a follow-up to questions raised at a study session on the matter held February 28, 2017. At that study session, the Police Department proposed a program to implement a new Bayfront policing unit consisting of 5 officers and 1 sergeant. This unit would be assigned to the geographic area impacted by the General Plan Update, also known as the M-2 Area, which encompasses the vast majority of planned projects. The unit would provide all law enforcement services within this area and be the first step in the Police Department's plan to address the area's phased growth over time. Presented during the Study Session was the offer by Facebook to fully fund the program for the initial five years.

The City is currently negotiating to secure an unrestricted General Fund revenue source to support the full cost of the 4th police unit for a period of five years. At the end of five years, staff anticipates that revenue from development in the City as a result of the recently adopted General Plan will offset on-going costs.

Analysis

The recommended action in this report is to increase the number of authorized full time equivalent employees in the Police Department from 70.0 to 76.0 with the addition of 5 police officers and 1 police sergeant to create a new policing unit for the Bayfront/M-2 Area. The need for these services is more thoroughly detailed in Attachment A and was the subject of discussion at two City Council meetings. Even though funding for the new police unit has yet to be secured, staff is confident that a funding source will emerge in the next several months. As a consequence of the time required to recruit new police officers, approximately 18 months considering that new officers generally need to complete the police academy, staff is seeking City Council authorization to increase the number of full time equivalent employees in the police

department to begin the recruitment process. At this time, it is unknown if the new officers will be recruited in the current fiscal year so staff is not seeking a budget amendment to the personnel budget. The Council's action to increase the number of full time equivalent employees will result in staff including the new positons and offsetting revenue in the 2018-19 budget. If the officers are recruited before the end of the fiscal year, staff will return with the requisite budget amendment mid-year.

The City Council adopted budget for 2017-18 authorizes 70 fulltime equivalent employees and a total personnel budget of $14.4 million. The additional full time equivalent employees are expected to cost $11.2 million over five years inclusive of estimated salary adjustments, increased pension costs, and all associated personnel costs such as workers' compensation, paid time off, and estimated overtime costs.

Impact on City Resources

The net impact of a new policing unit requires annual revenue of $1.9 million and annual expenditures of $1.9 million. Negotiations for new unrestricted General Fund revenue for a five year period is currently underway. While staff is requesting an increase in the number of full time equivalent employees, employment offers will not be extended to new officers until the new five-year unrestricted General Fund revenue agreement is in place. Following the five year term, staff estimates that sufficient revenue from development in the project area will be available to support the new unit without an adverse impact on current General Fund operations. As we enter into year 4 of the new unit, staff will have a clearer understanding if revenue growth in the project area is sufficient to fund the new unit once the 5-year revenue agreement expires. If development and new revenue does materialize as expected, the City will have two years to wind down the service with the department eventually eliminating the six new full time equivalent employees through attrition.

For 2017-18, the recommended budget amendment is an increase of authorized full time equivalent employees for the Police Department from 70 to 76 and direction to include the annual cost of those officers in the 2018-19 budget. If the recruitment is successful in 2017-18 and candidates are sent to the police academy, staff will return with a budget amendments for the current fiscal year.

Environmental Review

No environmental review is required.

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. Staff report dated April 18, 2017.

Report prepared by:
Nick Pegueros, Administrative Services Director

STAFF REPORT

City Council
Meeting Date: **4/18/2017**
Staff Report Number: **17-087-CC**

Informational Item: **Funding agreement for creating a 4th police unit**

Recommendation

This is an informational item and no council action is required.

Policy Issues

The proposed program would support the City Council's previous action approving the recent General Plan Update.

Background

On February 28, 2017, during a City Council Study Session, the Police Department proposed a program to implement a new Bayfront policing unit consisting of 5 officers and 1 sergeant. This unit would be assigned to the geographic area impacted by the General Plan Update, also known as the M-2 Area, which encompasses the vast majority of these planned projects. The unit would provide all law enforcement services within this area and be the first step in the Police Department's plan to address the area's phased growth over time. Presented during the Study Session was the offer by Facebook to fully fund the program for the initial five years (see Attachment A - Study Session Staff Report).

Several concerns were brought up during the Study Session. Council questioned the cost associated with the proposal and if the funding agreement would capture all of the cost. Subsequent discussions with Facebook, which centered on the donation funding mechanism for this project, occurred after the February 2017 Study Session. It was determined that the approximate five year cost of this program would be $11.2 million. However, Facebook has tentatively agreed to fund, through donations, all on-going and actual costs associated with this program so any adjustments would be covered (salary, benefits, training, overtime, equipment, unfunded pension liability, and any other costs that arise and are associated with the funded positions). Furthermore, to alleviate concerns about sufficient future revenues being available to fund the program after the initial five year period, Facebook has tentatively offered a two-year extension to the program in the event the City is not generating the anticipated revenues associated with the project area. Therefore, the cost of the proposal should no longer be a factor. The City Attorney's office will draft an agreement with Facebook for this program to ensure all tentative funding agreements are solidified within the final document. Once completed, staff will return to the City Council for review and approval.

At the conclusion of the Study Session, additional information was requested to be brought back to the council. There were three primary areas the council wanted more information on:

1) Does the service population dictate the needs for additional officers?
2) At what point should the revenue generated from the project area be sufficient to fund the positions?
3) If it was determined to reduce or eliminate the funded positions, how would that be accomplished?

This informational update outlines that future population increases will justify the additional positions, future revenues from the project area could fund the positions, and that future retirement projections will provide an easy mechanism to mitigate staffing needs if necessary.

Analysis

Service Population Projections

1) Does the service population dictate the need for additional officers?

As noted in the ConnectMenlo Fiscal Impact Analysis (FIA), the accepted practice to define the service population for a city is to add 100 percent of residents residing within a jurisdiction plus one third of the employees who work within the jurisdiction. Calculating service population in this manner is intended to reflect that while local employment contributes to a jurisdiction's daytime population, thereby increasing demands for governmental services, the residential population typically generates a larger share of demand for services and is located within the jurisdiction for a longer portion of each day.

Existing Menlo Park Population, 2015

Menlo Park Resident Population	33,273
Menlo Park Employee Population	31,552
Menlo Park Service Population	43,790 (Resident population + 1/3 Employee Population)
Menlo Park Police Department	48 Sworn Officers (Service Population x .0011)

On December 6, 2016, the City Council approved the zoning ordinance amendments associated with the ConnectMenlo General Plan land use, Circulation Elements, and M-2 Area zoning update. The potential changes made possible by this plan include the potential development of up to 4.1 million square feet of non-residential uses, up to 4,500 residential units, 400 hotel rooms and add 9,900 private sector employees and 14,150 new residents to our local population, mostly east of U.S. Highway 101. Using the service population calculation, the total increase equates to 17,450. To maintain the minimum public service ratio at full build-out, the General Plan environmental impact report calls for 17 new sworn officers by 2040.

Projected Future Menlo Park Population, 2040

Menlo Park Resident Population	47,423
Menlo Park Employee Population	41,452
Menlo Park Service Population	61,102 (Resident population + 1/3 Employee Population)
Menlo Park Police Department	67 Sworn Officers (Service Population x .0011)

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Taking into account projects that currently approved and being developed, it is probable that the service population in the M-2 will exceed 6,500 by 2022. These figures only account for the new land use changes in the M-2 Area associated with ConnectMenlo and the separate Facebook Campus Expansion EIR's. To sufficiently address this population increase, while maintaining our existing "officer to service population" ratio of 1.1 officers per 1000 service population, at least six officers would be needed by 2022.

Existing Menlo Park Service Population + Projected Population, 2022

Menlo Park Service Population	43,790 (Resident population + 1/3 Employee Population)
Projected Service Population M-2	6,500
Combined Service Population	50,290
Menlo Park Police Department	55 Sworn Officers (Service Population x .0011)

Most law enforcement agencies prefer to maintain at least 1 officer per 1,000 service population. The International Chiefs of Police published a "Perspectives" article on local police department officer-to-population ratios which reports the average ratio of full time officers per 1,000 residents (see Attachment B). Departments are categorized by size of population served, ranging from 250,000 or more, to communities of 1,000 to 2,499 residents. According to the article the ratio of full-time officers per 1,000 residents ranges from 2.6 per 1,000 to 1.8 per 1,000, with an average ratio of 2.5 full-time officers per 1,000 residents. Many communities rely on this model to make staffing decisions. There are a variety of factors contributing to staffing ratios so it is extremely difficult to say why one city would have more officers than another.

As presented in the Study Session, the proposed unit would work Monday through Friday based on the fact that a vast majority of the population increase will occur during the work week.

Projected future revenues

2) At what point should the revenue generated from the project area be sufficient to fund the positions?

Based upon forecasts from the FIA for the ConnectMenlo and Facebook Campus Expansion projects, and confirmed by the City's Finance staff, the projected net fiscal impact in 2022 should exceed $8.7 million. This amount does not include any other future, proposed, or planned developments in the M-2 area.

FTE control at the conclusion of the agreement term

3) The City Council requested further information on how to mitigate the additional FTE's at the conclusion of the agreement should there no longer be a need for them.

According to the General Plan FIA, based on anticipated growth in the M-2 area, increased revenues to the General Fund would be sufficient to absorb the costs associated with six additional FTE's. In the event that revenues do not meet forecasts, or the City chooses to opt out of the agreement, the Police Department would be able to operationally absorb the six FTE's by attrition. In 2022, it is projected that ten of the department's 48 sworn FTE's will be age eligible for retirement. The number of potential retirements increases to 15 sworn FTE's two years later in 2024 (see Attachment C).

The normal process for funding such a proposal are usually accomplished through use of a City's General Fund (i.e. taxes). The City of Menlo Park is in a unique position to be proactive in our hiring through the generosity of our largest employer – Facebook. As outlined, Facebook has agreed to donate actual costs associated with the proposed staffing increases, therefore, your decision when the final agreement comes before you will be one of Public Policy.

To have a company fund a public entity, specifically law enforcement, can draw skepticism with concerns of

preferential treatment. Many would agree that such agreements may not appear to be appropriate. However, when considering this type of partnership, one must determine if the relationship is designed with the end result being a better, safer community for everyone and not just the involved parties.

Facebook is a company founded on improving social interaction and that is exactly what they want from this agreement. Facebook established its headquarters in Menlo Park in 2011 and has continually contributed to the betterment of this city. Their generosity ranges from rehabilitating homes in our community to hosting a weekly farmers market on their campus. They want to help the Menlo Park Police Department stay in front of the growth so our presence in the community remains strong, proactive and engaged, rather than falling behind and becoming reactive - too busy to interact with those we serve.

By moving forward with this partnership, the Menlo Park Police Department can immediately begin implementing the necessary staffing adjustment to better serve every resident, employee, and visitor within our city.

Impact on City Resources

The approximate total cost associated with the five to seven year program, as proposed, would be 100% covered by the donation agreement with Facebook.

Attachments

Attachment A – February 28, 2017 Study Session Staff Report
Attachment B – The International Chiefs of Police “Perspectives” article on police officer-to-population ratios
Attachment C – Employee Retirement Eligibility List

Report prepared by:
William A. Dixon
Commander

STAFF REPORT

City Council
Meeting Date: **2/28/2017**
Staff Report Number: **17-043-CC**

Study Session: **Creating a 4th Police Unit - ConnectMenlo**

Recommendation

Staff requests that the City Council provide feedback on the potential implementation of a fully funded five-year program for a new Bayfront policing unit.

Policy Issues

The proposed program would support the City Council's previous action approving the recent General Plan and M-2 area zoning update.

Background

On December 6, 2016, the City Council approved the zoning ordinance amendments associated with the ConnectMenlo General Plan land use, Circulation Elements and M-2 Area zoning update. This multi-year comprehensive process makes possible a vision for a live/work/play environment in the Bayfront M-2 area. It is a long-range guide to land use and infrastructure development in the city. The potential changes made possible by this plan include the potential development of up to 4.1 million square feet of non-residential uses, up to 4,500 residential units, 400 hotel rooms and add 9,900 private sector employees and 14,150 new residents to our local population, mostly east of U.S. Highway 101.

Numerous large projects are already proposed, underway, nearly complete or currently being occupied. These projects include:

- Anton Menlo (3639 Haven Ave.) – 394 apartments
- Greenheart Hamilton (777 Hamilton Ave.) – 195 apartments
- Facebook campus expansion (301–309 Constitution Drive) – 962,400 square feet office space and new 200-room hotel (combined 121,300 net new square feet)
- Greystar (3645 Haven Ave.) – 146 apartments
- Menlo Gateway (100–190 Independence Drive and 101–155 Constitution Drive) - 694,669 square feet in 3 multi-level office/R&D buildings, 230-room hotel, café/restaurant, health club, 10,420 square feet of neighborhood serving retail and 3 parking structures
- Sequoia Belle Haven (1221 Willow Road) – 90 apartments

In addition, the Facebook campus expansion project presents unique service needs above those required by regular office space. These needs include support for a growing campus population of not only employees, but also larger than usual numbers of employee interviewees, daily and special event visitors, VIP visitors/ dignitaries and potentially large demonstrations or unplanned incidents.

Analysis

These and future development projects in the M-2 area will challenge the City's ability to adequately staff police operations and maintain expected service levels. Currently, the standard for law enforcement is 1 officer per 1,000 service population. To maintain this ratio at full build-out, the General Plan environmental impact report calls for 17 new sworn officers plus the purchase of commensurate equipment for those officers. For example, the Facebook campus expansion project's fiscal impact analysis identified a need for three additional sworn officers in response to the service population changes spurred by that project alone.

The Police Department currently employs 70 full-time equivalent staff, including 48 sworn and 22 professional staff. The Patrol Division operates three beats, or patrol areas (Attachment A) and is proposing to supplement that with this program through additional daytime staffing to address the expected growth in the daytime service population.

Program proposal

The Police Department proposes implementation of a new Bayfront policing unit consisting of five officers and one sergeant. This unit would be assigned to the geographic area impacted by the General Plan update and which encompasses the vast majority of these planned projects. The unit would provide all law enforcement services (Attachment B) within this area and be the first step in the Police Department's plan to address the area's phased growth over time.

The unit would work a fixed schedule (Monday-Friday), but remain flexible to adjust their schedule based on area needs such as VIP visits, demonstrations and special events. The Police Department would create a new fourth beat that would be in effect during regular business hours and cover the eastern side of existing Beat 3. It would run along Bayshore Expressway to include all Facebook campuses, Menlo Gateway properties and the entire M-2 area. Law enforcement coverage would revert to the normal Beat 3 coverage levels when the new unit is not on duty.

Personnel assigned to the new unit would be tenured officers, who are off probation and who would receive special training conducive to the assignment. The assignment would be a 2-year rotation, similar to other existing special assignments in the Police Department. Supervision would be by the unit's sergeant and fall under the department's Special Operations Division commander. The unit's sergeant would maintain open lines of communication and hold ongoing meetings with designated representatives of the area businesses. Uniforms would consist of standard patrol uniforms, "soft" uniforms (police polo shirts) and bicycle patrol uniforms, depending on assignment.

If approved, implementation of the new unit could involve the immediate assignment of two existing officers. The Police Department would then immediately begin the hiring process for six new officers to backfill staff eventually assigned to the new unit.

Program funding

The total cost of the five-year program is approximately $9.1 million. While the City's General Fund is the standard source of funding for Police Department personnel, Facebook, Inc. has tentatively offered to underwrite the cost of the program for the full-five year term. If accepted, a funding agreement would be drafted to address the term and extension, payment, hold harmless waiver and other items as needed. The agreement would be vetted by attorneys representing both parties (the City and Facebook, Inc.) and be presented to the City Council for final approval.

This is not the first time Facebook has ventured into financially assisting the City with enhancing law enforcement services. In 2013, Facebook and the City entered into an agreement to offset costs for

establishment of the Neighborhood Service Center (police substation) on Hamilton Avenue. Additionally, in 2014, Facebook funded creation of a community safety police officer position dedicated to neighborhood issues such as truancy, school and business safety.

Similar to the agreement that funded the community safety police officer program, this agreement would fully-fund all costs for the unit's officers, vehicles and equipment. When fully staffed, the unit would need four police vehicles and miscellaneous equipment. The costs outlined below do not include future CalPERS cost increases or salary increases that may be negotiated between the City and its employee groups (Police Officers Association and Police Sergeants Association). The funding agreement would be structured to include allowances for these items with adjustments made annually on July 1 and to cover all associated costs. Any further costs outside of the approved funding agreement would be subject to negotiations between the City and Facebook, Inc.

ESTIMATED ANNUAL AND 5-YEAR PROGRAM COSTS		
Description	**Annual cost**	**5-year term**
Personnel	$1,730,364	$8,651,820
Non-personnel	$80,600	$403,000
Total	**$1,810,964**	**$9,054,820**

Before the end of the five-year term, the City would re-evaluate the staffing needs associated with the level of development and population growth to determine next steps. There would be several options available to the City Council at that time, such as:

- Modifying the unit's scope and staffing (FTEs)
- Use General Funds from new development-related revenues to continue funding the unit
- Renegotiating the funding agreement terms with Facebook, Inc.

If the City Council decided to continue the unit at the end of the five-year program, then consideration could be given to additional staffing. Additional officers could be added through the City's budget process, if needed based on ongoing development, to maintain service levels and staffing ratios as projected and in accordance with the General Plan environmental impact report and Facebook campus expansion project fiscal impact report.

Impact on City Resources

The approximate $9.1 million total cost associated with the five-year program, as proposed, would be covered by the funding agreement with Facebook, Inc., with any additional costs negotiated before their implementation.

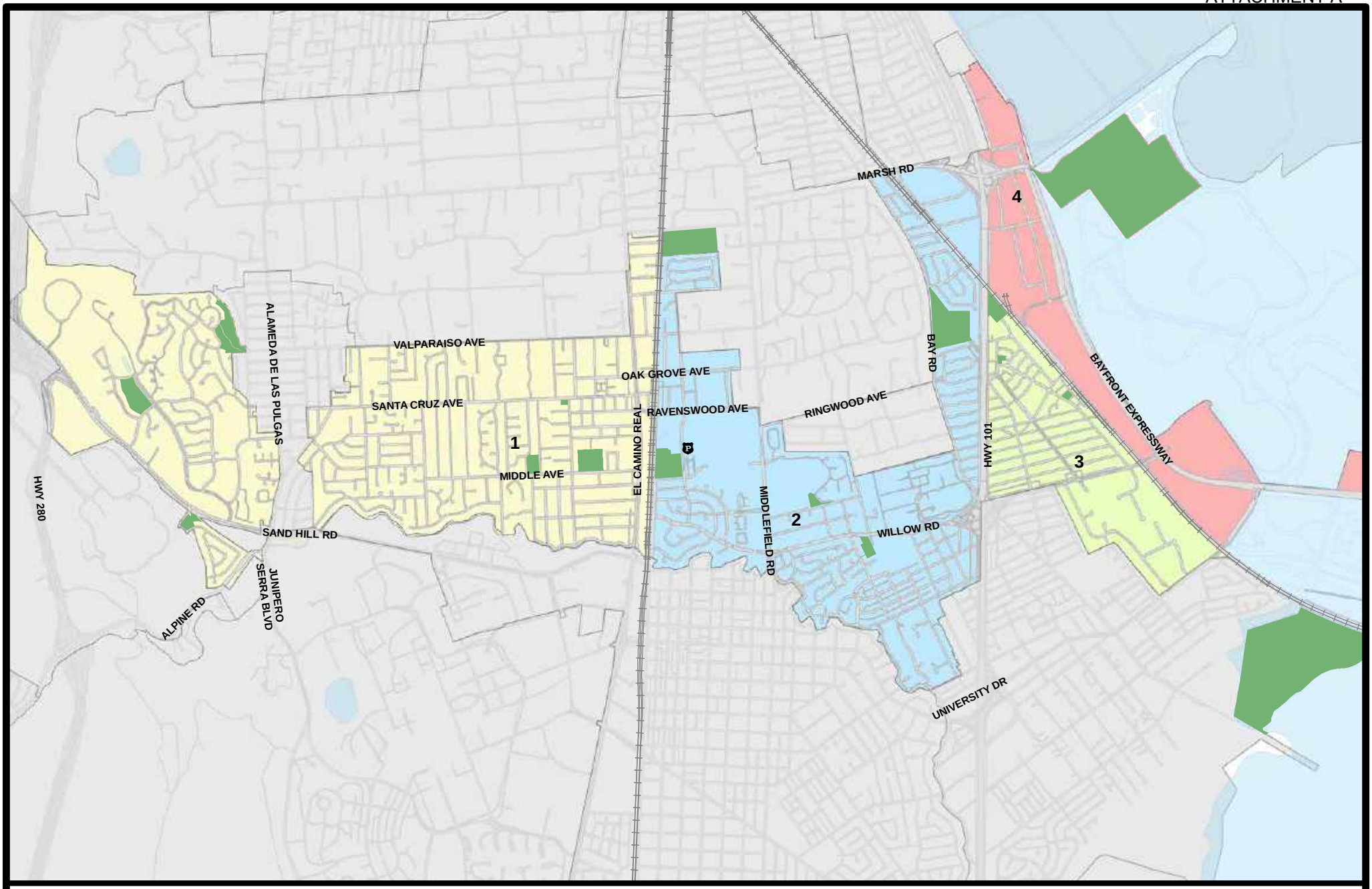
Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours before the meeting.

Attachments

A. Police beats map
B. Proposed Bayfront policing unit duties

Report prepared by:
William Dixon, Police Commander



Railroad
Parks
Lakes

Police Beats

Beat #

1
2
3
4

CITY OF MENLO PARK

City of Menlo Park
Proposed Police Beats

0 0.5 1 2 Miles

The proposed bayfront policing unit's duties would include all law enforcement activities in the assigned area, which include but are not limited to the following:

- Enforce City and State laws, ordinances and traffic regulations
- Conduct preliminary investigations of crimes, disturbances, vehicle accidents, public safety hazards and direct traffic in the designated area
- Issue citations and make arrests as required when crimes occur in the designated area and if necessary, assist in care and transportation of prisoners
- Prepare reports; appear in court to present evidence and testimony for cases arising from incidents
- Give information and assistance to the public
- Maintain effective working relationships with local businesses
- Provide deterrence for criminal activity near or directed at area businesses
- Work collaboratively with individual businesses' security personnel, both internal and external
- Assist planning and participating in emergency drills and safety training events for area businesses
- Work with the City's traffic unit to address pedestrian, bicycle and vehicle safety in the area
- Provide safety briefings for area businesses and their employees as necessary
- Monitor any large scale special events or demonstrations in the area
- Maintain regular crime deterrent presence in the new Beat 4 area through assigned shifts; leaving only to assist in emergent situations
- Be a liaison and point of contact for communications between Police Department personnel and local businesses and their employees
- Attend trainings specific to assignment
- Perform related duties as assigned

Police Officer to Population Ratios
Bureau of Justice Statistics Data

Introduction

The IACP *Perspectives* series is intended to help local agency decision-making by providing useful information gleaned from our network of information sources. The *Perspectives* series does not present IACP positions on the topic being addressed, nor does it replace long-term research. *Perspectives* publications raise thoughtful issues regarding complex policy topics- in this case, police officer to population ratios- to inform the debate at the local level.

Ratio Data and Agency Staffing

Before presenting BJS data, it is first important to clarify IACP's position on police to population ratios and why they should ***not*** be used as a basis for agency staffing decisions. The following is a quote from IACP's ***Patrol Staffing and Deployment Study*** brochure: *Ratios, such as officers-per-thousand population, are totally inappropriate as a basis for staffing decisions. Accordingly, they have no place in the IACP methodology. Defining patrol staffing allocation and deployment requirements is a complex endeavor which requires consideration of an extensive series of factors and a sizable body of reliable, current data.*

BJS ratio data presented here can be useful to local agencies in other ways, including historic perspective on staffing trends across all US law enforcement, and in conducting long term staffing trend analysis, locally, regionally and nationally.

BJS Ratio Data

The Bureau of Justice Statistics (BJS), within the Office of Justice Programs (OJP), within the United States Department of Justice (DOJ) publishes ***Local Police Departments*** report every three to four years. This report contains excellent and highly reliable data on state and local police personnel throughout the U.S. One aspect of this report is the average ratio of full time officers per 1,000 residents. The most recent BJS data on this topic (2003), by size of population served follows:

Population Served	*FT Officers Per 1,000 Residents	Population Served	*FT Officers Per 1,000 Residents
250,000 or more	2.5	10,000 to 24,999	2.0
100,000 to 249,999	1.9	2,500 to 9,999	2.2
50,000 to 99,999	1.8	1,000 to 2,499	2.6
25,000 to 49,999	1.8	All Sizes	2.5

*Average Ratio

In addition to the ***Local Police Departments*** publication, BJS also publishes a more comprehensive report intermittently entitled ***Law Enforcement Management and Administrative Statistics (year): Data for Individual State and Local Agencies with 100 or More Officers.*** Both reports can be valuable to local law enforcement agencies. To learn more about the Bureau of Justice Statistics (BJS) and their statistical reports on law enforcement, visit their website: www.ojp.usdoj.gov/bjs.

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The below list reflects all the sworn positions eligible to retire because they have reached the age of 50. This does not mean they will retire, but that they are “age eligible” to retire.

Employee Retirement Eligibility List		
Position	**Age in 5 years**	**Age in 7 years**
Chief	59	61
Commander	54	56
Sergeant	56	58
Sergeant	53	55
Sergeant	52	54
Sergeant	50	52
Sergeant	50	52
Corporal	59	61
Corporal	53	55
Officer	58	60
Officer	52	54
Officer	50	52

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STAFF REPORT

City Council
Meeting Date: **9/26/2017**
Staff Report Number: **17-222-CC**

Informational Item: **Update on bus shelter installation in Belle Haven**

Recommendation

This is an informational item and does not require Council action. This report is the same as that transmitted to the Council on September 12, 2017.

Policy Issues

As part of the City Council Work Plan for 2017 (Item No. 67), staff is pursuing installation of new bus shelters in the Belle Haven neighborhood of Menlo Park. The Circulation Element of the General Plan includes policies that support and encourage the use of public transit. The installation of bus shelters would support these policies.

Background

Bus shelters are an amenity provided at major transit stops, providing cover from sun or weather, seating and information about the transit system. Typically, bus shelter and transit stop amenities such as benches, trash cans, maps, and signs are provided by the transit agency that provides the service. Within Menlo Park, public transit service is provided by SamTrans and Alameda County (AC) Transit, which operates the Dumbarton Express bus service.

In 2006, SamTrans, through its contract with Outfront Media, initiated a program to replace existing bus shelters throughout the County with a new design. Outfront Media currently replaces and maintains shelters at no-cost to SamTrans or local agencies by allowing advertisements to be posted within the shelter. The revenue generated by advertisements fully covers the capital cost of installation as well as ongoing maintenance for the shelter.

SamTrans' bus shelter policy states that shelters are considered for installation based on the following criteria:

- Stops serving more than 200 passengers each day
- 75 percent of shelters shall be located in census tracts on routes associated with urbanized areas
- Distribution of shelters county-wide should match the distribution of minority census tracts
- Locations for shelters with advertisements are chosen by the vendor based on the visibility and traffic

Analysis

On March 15, October 25, and December 6, 2016, staff provided updates to the Council on the status of bus shelter installation. The December 6, 2016 update outlined potential locations for bus shelter installation, including Market Place Park, Onetta Harris Community Center that serve SamTrans routes. City crews completed site preparation work at Market Place Park in December 2016 and January 2017 to ready

the site for installation. Ordering, production and delivery of the bus shelter took several months, and the shelter at Market Place was installed on July 22, 2017.

Staff has also ordered two additional shelters in mid-July 2017 directly from the same vendor that supplies the SamTrans shelters, Tolar Manufacturing. As noted above, ordering, production and delivery of the shelter typically takes 3 to 4 months. Delivery is still currently expected by mid-October, consistent with the update on August 22, 2017.

In the meantime, City crews will continue to work to complete site preparation work at Onetta Harris Community Center to prepare for installation. Staff will also continue to coordinate with AC Transit, which operates Dumbarton Express bus service on Willow Road, to determine feasibility of shelters at stops on Willow Road at Newbridge Street, Ivy Drive and/or Hamilton Avenue. Additional coordination with Caltrans may also be required depending on the specific location.

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

Attachments
None

Report prepared by:
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