REGULAR MEETING AGENDA

Date: 3/27/2018
Time: 6:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

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

A. Call to Order

B. Roll Call

C. Pledge of Allegiance

D. Study Session

D1. Conditional Development Permit, Development Agreement, Zoning Map Amendment, General Plan Amendment, Lot Reconfiguration, Heritage Tree Removal Permits, Below Market Rate Housing Agreement, and Environmental Review/Peninsula Innovation Partners, LLC/1350-1390 Willow Road, 925-1098 Hamilton Avenue, and 1005-1275 Hamilton Court (Staff Report #18-062-CC)

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. 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. Commissioner Reports

F1. Complete Streets Commission quarterly report

G. Consent Calendar

G1. Approve the City Council meeting minutes of March 13, 2018 (Attachment)

G2. Authorize the Mayor to sign a letter of support for Proposition 68, the Parks, Environment and Water Bond (Staff Report #18-071-CC)

G3. Review and accept the annual report on the status and progress in implementing the City's Housing Element for 2017 and the annual housing successor report (Staff Report #18-060-CC)

G4. Waive the second reading and adopt an ordinance approving the Amended and Restated Development Agreement for the Facebook East Campus located at 1 Hacker Way (1601 Willow

Road) (Staff Report #18-063-CC)

G5. Authorize the City Manager to enter into a master professional agreement with Municipal Plan Check Services for building permitting and inspection, administrative and environmental contract services (Staff Report #18-064-CC)

G6. Approve a professional services agreement with Team Sheeper, Inc. for the operation of Burgess and Belle Haven Pools beginning April 1, 2018 through August 31, 2020 with options to renew for continuous 12 month periods (Staff Report #18-067-CC)

G7. Approve the Water Use Budget Guidelines for New Developments in the Office, Life Sciences and Residential Mixed-Use Zoning Districts (Staff Report #18-058-CC)

G8. Authorize the City Manager to execute an amendment to the agreement with Ignatius Nelson Consulting in the amount of $40,000 for water operator services (Staff Report #18-059-CC)

G9. Award an on-call construction contract for the Asphalt and Concrete Repair Services to Alaniz Construction, Inc., up to the budgeted amount (Staff Report #18-061-CC)

G10. Authorize the City Manager to execute a funding and subsequent agreements with the City/County Association of Governments for the Oak Grove Avenue Sidewalk and Green Infrastructure project for a grant amount of $250,000 (Staff Report #18-066-CC)

H. Public Hearing

H1. Adopt Resolution No. 6429 declaring the vacation and abandonment of a public utility easement at 1049 Almanor Avenue (Staff Report #18-065-CC)

H2. Review and provide direction on a proposed ballot measure for an enabling city charter for the November 2018 election (Staff Report #18-069-CC)

H3. Introduction of an ordinance amending Chapters 16.96, Below Market Rate Program, and 16.97, State Density Bonus, of Menlo Park Municipal Code and adoption of Resolution 6428 updating the City's Below Market Rate Program Guidelines (Staff Report #18-070-CC)

I. Informational Items

I1. Hello Housing quarterly report (Staff Report #18-057-CC)

I2. Update on the Transportation Master Plan Status (Staff Report #18-068-CC)

J. City Manager's Report

K. Councilmember Reports

L. Adjournment

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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.

Any writing that is distributed to a majority of the City Council by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available for inspection at the City Clerk's Office, 701 Laurel St., Menlo Park, CA 94025 during regular business hours. Persons with disabilities, who require auxiliary aids or services in attending or participating in City Council meetings, may call the City Clerk's Office at 650-330-6620.

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STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-062-CC**

Study Session: **Conditional Development Permit, Development Agreement, Zoning Map Amendment, General Plan Amendment, Lot Reconfiguration, Heritage Tree Removal Permits, Below Market Rate Housing Agreement, and Environmental Review/Peninsula Innovation Partners, LLC/1350-1390 Willow Road, 925-1098 Hamilton Avenue, and 1005-1275 Hamilton Court**

Recommendation

Staff recommends that the City Council receive a presentation from the applicant team (Facebook), solicit public comments, consider the Planning Commission's comments and feedback, and review and provide guidance to City staff and the applicant team on the applicant's request for a master plan development to comprehensively redevelop the existing industrial, research and development (R&D), and office campus, previously referred to as the ProLogis Menlo Science and Technology Park, located along Willow Road at the intersection of Hamilton Avenue. The proposed master plan project requires the preparation of an environmental impact report (EIR) in compliance with the California Environmental Quality Act (CEQA).

Policy Issues

The applicant is proposing to redevelop the site through the master plan process, as provided for in the Zoning Ordinance, by utilizing a conditional development permit (CDP) and entering into a development agreement (DA) with the City. The proposed project would require the Planning Commission and the City Council to consider the merits of the proposed master plan, including project consistency with the City's General Plan and Zoning Ordinance (collectively known as ConnectMenlo) along with the appropriateness of the applicant's proposed amendments, the Municipal Code, and other adopted policies and programs of the City. Since the project is in an early stage of review, the City Council should focus on the overall site layout and design, the proposed amendments to the adopted Zoning Map and General Plan, the proposed project phasing, the proposed land uses and development intensities, review the Planning Commission's guidance, and provide any additional comments and direction to staff and the applicant team on these key components of the proposed project.

Background

The Planning Commission reviewed the proposed project at a study session during its meeting on February 26, 2018 and provided guidance to the applicant team and City staff. The Planning Commission's review is discussed in detail in the Planning Commission review section of the staff report

and includes the questions provided by staff to the Commission. Following the City Council's review and direction on the key components of the project, the City intends to release the notice of preparation (NOP) in early to mid-April and hold a scoping session on the environmental impact report (EIR) in May with the Planning Commission.

Site location

The approximately 59-acre subject site is located at the intersection of Willow Road and Hamilton Avenue. Using Willow Road in a north to south orientation, the subject site is located along the east side of Willow Road and extends from the Mid-Peninsula High School (1340 Willow Road) at the southwest corner of the site to the Dumbarton Rail Corridor along the northern edge of the campus. Facebook Building 20 is located to the northwest, across Willow Road. The subject site is generally bordered by the San Francisco Public Utilities Commission (SFPUC) Hetch Hetchy right-of-way to the south and properties within the Menlo Business Park to the east.

The existing campus has 20 buildings located on 18 parcels that have historically housed general office, R&D, warehouse, and manufacturing uses that total approximately 1,000,000 square feet of gross floor area (GFA). The existing buildings were constructed between the mid-1950s and the mid-1990s. The existing site has approximately 2,300 parking spaces. Facebook currently occupies 8 buildings at the project site for offices, R&D, dining facilities, and a health center. The remaining buildings are occupied by tenants engaged in R&D, office, and industrial uses. A location map is included as Attachment A.

Analysis

Project description

On July 6, 2017, Peninsula Innovation Partners, LLC, on behalf of Facebook, submitted an application to commence the formal review process for the redevelopment of the Menlo Science and Technology Park. As part of the ConnectMenlo General Plan and Zoning Ordinance update, the existing project site was rezoned in December 2016 from M-2 (General Industrial) to O-B (Office, Bonus) and R-MU-B (Residential Mixed Use, Bonus). The proposed master plan project would be developed under the bonus levels for density (dwelling units per acre), intensity (FAR), and height in exchange for community benefits, as defined through the ConnectMenlo process. The proposed project is commonly referred to as the Willow Village Master Plan and generally includes the following key components:

- 1,500 housing units, a minimum of 15 percent (or 225 units) of which would be Below Market Rate (BMR) units per the Zoning Ordinance requirements for residential developments (but does not include additional BMR units to address the commercial development requirements);
- Approximately 126,500 square feet of retail oriented around a new main street, including the following:
  - A grocery store
  - A pharmacy
  - Food and beverage services
- A limited service hotel with approximately 200 rooms;
- A culture/visitor center within the Dumbarton Plaza (located at the corner of Willow Road and the Dumbarton Corridor);

- Approximately 2,144 parking spaces for the mixed-use buildings (for the retail and residential units);
- Approximately 3,000 parking spaces for the office buildings;
- Approximately 175 parking spaces for the hotel;
- Approximately 18 acres of open space (approximately eight acres publicly accessible); and
- Approximately 1,750,000 square feet of offices.

The proposed project would result in a net increase of 750,000 square feet of commercial square footage (not including retail, the cultural center, and hotel square footages). The applicant's project description letter is included in Attachment B and the project plans are included in Attachment C.

Proposed site plan

The proposed Willow Village development is organized into three main districts: the Mixed Use District, the Retail Corridor, and the Campus District. The three districts are tied together with the proposed street network, parks and open space, and the design and layout of the buildings.

The Mixed-Use District would be located along the western and southern edges of the site and would contain residential and mixed-use buildings. It is anticipated that the housing unit type would include a mix of rental units in the one- to four-bedroom range. The exact mix of units is being further refined; however, the unit mix would be determined prior to commencing the environmental review. This district would also include a publicly-accessible park at the southwestern corner of the site and a landscaped pathway that links the park along Willow Road with the Retail Street and Cross Street.

The Retail Corridor would be a new main street built parallel to Willow Road, embedded within the Mixed-Use District. The main street would include the grocery store and would be the main focus for the retail uses located on-site and as such, would be designed at a pedestrian scale. The Retail Corridor would be anchored by a publicly-accessible park at the southern end and plaza at the northern end. To the north of the main retail street would be a limited service hotel and the Dumbarton Plaza. The Dumbarton Plaza would be located at the northwest corner of the project site, adjacent to the Dumbarton Corridor and Willow Road, and would contain a visitor and cultural center that would be designed to accommodate potential future activation of the Dumbarton Corridor with transit facilities. Staff is working with the applicant to understand the full extent of the use of the center prior to commencing environmental review.

The interior and northeastern portion of the Willow Village would contain a secure office campus for Facebook, composed of nine buildings and referred to by the applicant as the Campus District. The western and southern edge of the Campus District would include publicly accessible landscaped areas to provide a transition between the Campus District and the Mixed-Use and Retail Street Districts; however, the Campus District would not be accessible to the public. The office buildings would be designed around a series of internal courtyards and a central building. To the east of the office buildings would be the multi-story office parking garage and energy center (main utility hub for the project site). Those buildings would be oriented in a north-to-south orientation along the eastern edge of the campus.

Land use and zoning

The Willow Village project includes multiple parcels zoned O-B (Office, Bonus) and R-MU-B (Residential Mixed Use, Bonus). The Zoning Ordinance allows for the implementation of a master planned project to

provide flexibility for creative design, more orderly development, and optimal use of open space. Master planned projects can be requested for sites with the same zoning designation (O, LS, or R-MU) in close proximity or for contiguous sites that have a mix of zoning designations (O or R-MU) that exceed fifteen (15) acres in size and that are held in common ownership and are proposed for development as a single project or single phased development project. Project sites with mixed zoning, such as the Willow Village, are required to obtain a CDP and enter into a DA with the City. In a master planned project, the residential density, FAR, and open space requirements at both the base and bonus level of development, may be calculated in the aggregate across the site provided the overall project proposal does not exceed what would be permitted if the site were developed in accordance with the zoning designation applicable to each portion of the site, and the proposed project complies with all other design standards identified for the applicable zoning districts.

The proposed master plan would utilize the bonus level development, which allows for an increase in density, height, and intensity in exchange for the provision of community amenities from the adopted Community Amenities List. The table below outlines the development standards for density, intensity, and height at the base level, bonus level, and for the proposed project, and the following paragraphs explain in more detail how the measurements have been preliminarily calculated. Please note: the calculation of "height" is the weighted average height of all buildings, and "maximum height" is the absolute maximum height for any one building, or portion thereof.

Table 1: Development Standards

Development Standard	Base Level*	Bonus Level*	Proposed Project*
Height			
R-MU	height: 45 feet; maximum height: 50	height: 62.5 feet; maximum height: 80	height: 61.2 feet; maximum height: 72
O	height: 45 feet; maximum height: 45 feet; hotels: 120 feet	height: 77.5 feet; maximum height: 120 feet	height: 74.3 feet; maximum height: 112.5 feet
Intensity (FAR)			
R-MU	60% to 90% 15% max non residential	>90% to 225% 25% max non residential	189.8% Residential; 22% Office
O	45% (plus 10% commercial); 175% if hotel allowed	100% (plus 25% commercial)	100% Office; 18.75% non-office commercial
Density (du/acre)			
R-MU	20 du/acre to 30 du/acre	>30 du/acre to 100 du/acre	78.5 du/acre
O	n/a	n/a	n/a

*The Zoning Ordinance allows for an up to 10 feet increase in height and maximum height for properties in the flood zone, which is incorporated into the table.

Since the proposed project includes bonus level development, as the review progresses the required amount of community amenities will be identified and amenities from the adopted Community Amenities

List (available at https://www.menlopark.org/DocumentCenter/View/15009) will be incorporated into the project proposal. The applicant will be required to provide community amenities in an amount equal to 50% of the fair market value of the additional gross floor area of the bonus level development, which will be determined through an appraisal process.

To develop the proposed project, the grade of the site would generally be raised between four and seven feet, and the proposed buildings would be constructed on a podium. The site would be raised above the minimum requirements for hazard mitigation and sea level rise resiliency required by the updated Zoning Ordinance. The applicant is proposing to utilize the up to 10-foot increase in height allowed for buildings to accommodate the flood zone and sea level rise. The raised site would also allow for the parking for the retail, residential, hotel, and visitor center to be located below the finished grade level of the buildings. The parking garage and energy center (utility building) would not be raised above the average natural grade due to the uses in those buildings (parking and utilities).

The office buildings would range in maximum height from 68 feet to 112.5 feet, with the tallest building located in the northeastern corner of the site, adjacent to the parking garage. Sheet A0-00-108 in Attachment C identifies the heights of all of the proposed buildings on the project site. The parking garages, energy center, hotel, and cultural/visitor center are included in the calculation of the average height for the O-B zoning district. The proposed average height for this portion of the master plan would be 74.3 feet, in compliance with the 77.5 foot height limit permitted by the O-B zoning district (inclusive of the 10 foot height increase to accommodate the flood zone and sea level rise). The mixed-use and residential buildings have been included in the R-MU-B portion of the site for compliance with the maximum height and average height development standards. The average height of these buildings would be 61.2 feet and would comply with the R-MU-B zoning district limitations.

The site currently includes 19.11 acres zoned R-MU-B and 37.3 acres zoned O-B, exclusive of the public right-of-way. Through ConnectMenlo, new public street connections were identified and adopted on the zoning map. The applicant proposes to deviate from the adopted location of the public streets and is proposing alternate roadways, which would include both dedicated public streets and private roads with a public access easement. The total land proposed to be dedicated as a public street is currently greater than the public streets shown on the approved zoning map. Because land dedicated as a public street is deducted from the total lot area to determine the site's FAR, City staff is currently evaluating the applicant's proposal for both public and private streets to determine the impact on the master plan and to ensure that the overall development proposed does not exceed what would be permitted if the site were developed in accordance with each zoning district as an individual project. Therefore, the discussion of the gross floor area, floor area ratio, and density below is preliminary and may be updated based on further refinements to the site area associated with the R-MU-B and O-B zoning districts after dedication of the necessary ROW.

The proposed office buildings would encompass approximately 1,750,000 square feet of gross floor area. The portion of the site zoned O-B would permit up to approximately 1,581,327 square feet of offices at 100 percent FAR for bonus level development, based on the tentative amount of site area zoned O-B. The remaining office space could be included through the R-MU-B zoning district for which there is an allowance for 25 percent commercial FAR that can be utilized for office. Applying the tentative amount of

site area associated with the R-MU-B zoning district, an additional approximately 193,239 square feet of commercial gross floor area would be permitted. Therefore, the maximum FAR for office uses for the aggregate site would be up to approximately 1,774,856 and the proposed 1,750,000 square feet of offices for the proposed project would tentatively comply with maximum gross floor area for offices with a corresponding FAR of approximately 122 percent.

In addition to permitting up to 100 percent FAR for office uses, the O-B zoning district permits up to 25 percent FAR (395,332 square feet of GFA) for non-office commercial uses. The proposed project would include approximately 126,500 square feet of retail and restaurant uses (including a grocery store), an approximately 130,000 square foot limited service hotel (which would include a retail component for a total building area of approximately 140,000 square feet), and an approximately 40,000 square foot cultural/visitor center for a total non-office gross floor area of 296,500 square feet. The resulting commercial FAR would be approximately 18.75 percent.

The proposed project would include 1,500 housing units, where the site could accommodate up to 1,777 dwelling units at 100 dwelling units per acre. The R-MU-B zoning district allows between 90 percent and 225 percent FAR for residential development based on density, calculated on a sliding scale. The currently proposed density would be 78.5 dwelling units per acre and the maximum FAR for the residential component would be 189.8 percent. The applicant is still refining the gross floor area associated with the mixed-use and residential buildings, and depending on the final density of the project the FAR may need to be adjusted accordingly to comply with the FAR for the associated density.

Proposed site circulation

Primary access to the project site is currently through Hamilton Avenue at the intersection of Willow Road. In addition, multiple buildings are accessed through driveways along Willow Road. Once inside the current campus, Hamilton Avenue diverges into Hamilton Avenue (to the south) and Hamilton Court (to the east). Both streets end in cul-de-sacs, and therefore, no streets currently provide access across the site, but there is access to an eastern parking lot from Adams Court to the Menlo Business Park east of the project site. The proposed redevelopment would create a new internal site circulation network for vehicles, bicycles, and pedestrians, along with new public connections to Willow Road and O'Brien Drive.

Through ConnectMenlo, the City adopted a new zoning map that identifies a new public street connection from Hamilton Avenue to Adams Court (via Hamilton Court), across the Willow Village project site (included as Attachment D). The zoning map also identifies new public street connections from Willow Road that connect to Hamilton Avenue within the project site and multiple paseos through the site, including a paseo along the eastern edge of the site, a paseo from Willow Road into the site, a north-to-south paseo from the Dumbarton Corridor to the middle of the site, and a paseo along the southern edge of the site that would link to O'Brien Drive.

Facebook is proposing to shift the location of the main public right-of-way through the site to the southern portion of the site. Facebook's proposed circulation is shown on Page 24 of the Project Description (Attachment B) and in general would include the following primary streets through the site:

- Cross Street: connection between Willow Road and O'Brien Drive;
- New Hamilton Avenue: additional site access from Willow Road to the Retail Corridor and parking access;
- Hamilton Avenue: primary access to the northern portion of the site;
- Retail Street: new main street in a north to south direction parallel to Willow Road; and
- East and North Perimeter Roads: site access from O'Brien Drive along the eastern edge of the site and along the northern edge (adjacent to the Dumbarton Corridor) of the site that would link to Hamilton Avenue.

The cross-connection, as identified in the Zoning Map, was envisioned to connect the Hamilton Avenue and Willow Road intersection with Adams Court (within the Menlo Business Park). Facebook's proposal would add a new signalized intersection on Willow Road (between Ivy Drive and Hamilton Avenue) and create the more southerly Cross Street through the site that would connect with O'Brien Drive. This new connection would shift the cross-site access south and connect with O'Brien Drive instead of Adams Court (and subsequently Adams Drive to University Avenue). The proposed project would maintain the envisioned connection with Adams Court; however, due to the location of the secure Campus District portion of the site, the new connection would end in a "T" intersection at the proposed eastern perimeter road instead of continuing through the site. Since ConnectMenlo did not contemplate vehicle access from O'Brien Drive to the project site, the proposed alternate street location requires an amendment to the zoning map and the EIR for the project would analyze the potential for the proposed O'Brien Drive connection to impact study intersections and the trip distribution associated with the project.

The Cross Street would provide the main east to west access through the site. Additionally, a new street would be located along the southern edge of the site (adjacent to the San Francisco Public Utilities Commission ROW) and would provide access to the multi-family residential buildings and right-turn access to Willow Road. The intersection at Hamilton Avenue and Willow Road would be the main northern entrance to the site, and the Cross Street would be the main entrance to southern portion of the site. To the south of the existing Hamilton Avenue intersection, would be the New Hamilton Avenue connection between Willow Road and the Retail Street. This new connection would not be signalized and is anticipated to be right-in and right-out only for vehicles.

Facebook's proposed internal street network would include multiple street classifications from the General Plan Circulation Element, including Mixed-Use Collectors, Avenue – Neighborhood, Avenue – Mixed Use, Neighborhood – Connector, and Retail Street. Facebook has provided preliminary cross sections of the street typologies and staff will be reviewing the proposed street designs to ensure consistency with the General Plan classification system. While the Retail Street is not defined in the Circulation Element, staff expects it to be similar to Main Street with a pedestrian focus and will be evaluating the proposed design to ensure that the street provides safe access for pedestrian, bicycles, and vehicles.

Willow Village would also include a new internal network of pedestrian and bicycle facilities. The adopted Zoning Map identifies the locations of new paseos, including a paseo connecting O'Brien Drive to the Dumbarton Corridor along the eastern edge of the site, and a paseo connecting the middle of the site to the Dumbarton Corridor. Paseos are pedestrian and bicycle paths that provide a member of the public access through one or more parcels and to public streets and/or other paseos. There are also two east-to-

west paseos identified on the Zoning Map including one paseo from Willow Road to the internal portion of Hamilton Avenue and another paseo along the southern edge of the site (adjacent to the SFPUC right-of-way).

The proposed project includes a network of landscaped pathways, parks, and plazas that provide pedestrian connectivity throughout the site. These pathways would bring pedestrians into the site from Willow Road and the "S" curve in O'Brien Drive and also would link to the Dumbarton Corridor. Facebook has designed a new multi-use path along the eastern and northern edges of the site that is intended to comply with the paseo requirement along the eastern edge. The north-to-south paseo along the eastern edge of the site would be bordered by a perimeter access road on the west and an existing parking lot for the majority of the paseo on the adjacent property to the east. The proposed perimeter roadway is identified as a Mixed Use – Collector in Facebook's proposal and would provide access to the cross street, northern perimeter, and the parking garage. The parking garage would be located to the west of the perimeter road for the majority of the length of the paseo. The multi-use path along the eastern edge of the site is intended to be designed to the Zoning Ordinance standards for paseos with regard to width, landscaping, and furnishings. On the adopted Zoning Map this paseo is partially located on the Facebook Willow Village site and partially on the neighboring property, owned by Tarlton Properties, within Menlo Business Park. Facebook's current proposal could accommodate the paseo completely within the Willow Village project, which may allow for a shorter timeline to construct the paseo. However, the Planning Division has received an application for a new approximately 260,400 square foot R&D building at 1350 Adams Court, directly to the east of the Willow Village project and will be evaluating both projects to identify opportunities to ensure the required paseo provides the maximum benefit to the community.

The Zoning Ordinance allows for some flexibility in the location of the paseos; however, while Facebook's comprehensive street and paseo proposal appears less linear in some respects, it would not be fundamentally different in terms of access options. The proposed modifications to the locations would require a zoning map amendment. In addition to the modifications to the location of the streets and paseos, the general layout of the buildings and landscaping adjacent to the paseos, specifically the eastern paseo, may not be consistent with the Zoning Ordinance requirements. As noted earlier, the EIR will analyze the impacts of the proposed changes, and the applicant and staff will continue to refine the specific designs to ensure the circulation network would meet relevant safety standards.

Public open space, trees, and landscaping

The proposed project includes multiple parks, plazas, and open space pathways throughout the project site. The open spaces would provide connectivity between the districts within the development. The main parks and plazas within the site are the Dumbarton Plaza, Retail Plaza, Retail Park, Ivy Park, and O'Brien Park. These parks and plazas are organized into three main publicly accessible open space linkages through the site: 1) the open space arc that links Ivy Park at the southwestern edge of the site to O'Brien Park at the eastern edge of the site (referred to as South Park Crescent), 2) the link from Ivy Park and Dumbarton Plaza via the Retail Park and the retail corridor (referred to as Retail Corridor), and 3) the paseo along the eastern and northern edge of the site. The plazas and parks within the development are intended to create a variety of landscape-based experiences, with the plazas being more urban in design. The proposed open spaces are also intended to create landmarks within the pedestrian network. It is anticipated that the publicly accessible open space would be maintained by Facebook and made

accessible through an agreement with the City.

In addition to the publicly accessible open space, the site plan includes open space within the mixed use and residential buildings for use of the residents and a series of gardens and courtyards within the Campus District for use of employees. The open space for the residents would include both common and private open space, consistent with the Zoning Ordinance requirements. The applicant identifies that the open spaces may include balconies, patios, and roof top spaces. The Campus District open space would be designed to improve connectivity between the office buildings and would create multiple courtyards around the central office building. Table 2 below identifies the minimum open space requirement for each district and the proposed open space for the project.

Table 2: Open Space Requirements

Zoning District	Base Level	Bonus Level	Min Req. Acres	Proposed Total Acreage
R-MU-B	25%	25%	4.5	
0-B	30%	30%	10.9	
Total	-	-	15.4	18

Eight of the 18 acres of open space would be publicly accessible, which exceeds the approximately 6.6 acres of open space required to be publicly accessible (based on the aggregate of each zoning district standard). The design of the publicly accessible open space has not yet been determined. Facebook intends to receive input from the community on the programming and design of the open space through a community engagement process. That process has not commenced at this time. In addition, due to the preliminary nature of the project, the heritage tree removals have not been identified and the landscape plans for the proposed project have not been submitted. However, it is likely that a significant percentage of the existing heritage trees would be proposed for removal. Staff will be evaluating more detailed information on the existing heritage trees and landscaping and any proposed heritage tree removals and the proposed landscaping plan as the project review continues.

Green and sustainable building

The O-B and R-MU-B zoning districts include detailed requirements for green and sustainable buildings. The proposed project would be required to adhere to the standards set forth by the Zoning Ordinance through ConnectMenlo. The current Zoning Ordinance requirements are summarized in the bulleted list below:

- The proposed development shall be designed to meet LEED Gold BD+C
- Comply with the City's electrical vehicle (EV) charger requirement;
- Enroll in the EPA Energy Star Building Portfolio Manager program;
- The project will meet one hundred percent (100%) of energy demand (electricity and natural gas) through any combination of the following measures:
  - On-site energy generation;
  - Purchase of one hundred percent renewable electricity;

  - Purchase and install local renewable energy generation in Menlo Park; and
  - Purchase of certified renewable energy credits and/or certified renewable energy off-sets.

The applicant's current proposal includes preliminary information on their proposed sustainability strategy. This strategy is designed to minimize energy and water consumption and is intended to build on Facebook's green building programs at its other Menlo Park campuses. Facebook is currently contemplating the following strategies to meet the sustainability requirements of the City and Facebook's goals:

- Building layout and design;
- On-site solar electricity generation;
- Energy efficient HVAC systems;
- Passive systems;
- EV charging;
- Potential central energy plant;
- On-site wastewater treatment plant; and
- Aggressive water conservation targets.

In addition, the proposed project would utilize the site landscaping to mitigate stormwater run-off through low impact development strategies. Landscaping would also meet the requirements of the City's water efficient landscaping ordinance (WELO). The project would be required to be designed to comply with the necessary bird-friendly design features, as outlined in the Zoning Ordinance.

Phasing schedule

The proposed project is anticipated to be constructed in four phases (Page 38 of Attachment B). To accommodate the required site infrastructure and the need to raise the site for compliance with FEMA guidelines, ConnectMenlo, and to account for future sea level rise, the majority of the project site would be demolished upon receipt of the project entitlements. The first phase would include site demolition, grading, site infrastructure (utilities and roadways), and the construction of the podium.

Although the full office square footage (core and shell) would be constructed in the first phase, to ensure a balanced development, the proposed phasing schedule includes the occupancy of only approximately one-third of the office square footage and construction of one-third of the housing units for the first phase. In each successive phase another one-third of the office would be occupied and another one-third of the housing units would be constructed. This would result in 500 housing units being built and available for lease in each of the first three phases of development. For the office it would result in occupancy of approximately 564,000 square feet in the first phase, approximately 563,000 square feet in the second phase, and approximately 623,000 square feet in the third phase.

The first phase of the development would include the majority (approximate 71 percent of the GFA) of the retail, including the grocery store and the main street retail corridor. The first phase would also include the entire garage structure to allow for the office square footage to be in compliance with the parking requirement prior to tenant improvements and occupancy of each building. Parking for the retail and residential would be phased in accordingly. The fourth phase would include the hotel and the cultural and

visitor center. In addition to phasing in the buildings, the parks and open space would be phased in over the four phases.

The precise architectural style and design of the proposed buildings has not been determined. It is anticipated that over the course of the entitlement and environmental review, the detailed design of the buildings to be constructed in the first phase will be developed and submitted for the Planning Commission and City Council's review with the overall land use entitlements. Additional design review by the Planning Commission for the remaining buildings would be expected to occur for the future phases of development as the architectural design of those buildings is not expected to be complete prior to action on the entitlements. Staff will evaluate the proposed buildings for compliance with the Zoning Ordinance design standards and provide an analysis for the Planning Commission and City Council as part of their review and recommendation and/or action on the project.

Planning Commission review

Staff provided the following questions for the Planning Commission to consider as part of its study session on the project at its February 26, 2018 meeting:

- Provide input on the proposed realignment of the main cross site access from Hamilton Avenue and Adams Court to the southern portion of the site and the connection with O'Brien Drive.
- Provide direction to staff on the proposed pedestrian and bicycle access through the site, specifically as the pathways relate to the paseo requirements of the Zoning Ordinance and Zoning Map.
- Provide guidance to staff on the eastern paseo design, location, and the adjacent land uses.
- Provide feedback on the proposed use of the master plan process for this development and the overall site layout.
- Provide any comments on the site density and intensity, including the proposed dwelling units per acre, office FAR, and retail FAR.
- Review the proposed phasing plan and provide any comments and guidance to staff on the breakdown of the phases by land uses, including housing, parks, and open space in relation to the office development.

As stated previously in this report, the proposed circulation would deviate from the adopted zoning map for both the vehicle and pedestrian/bicycle access (paseos) and therefore, staff asked the Planning Commission to provide guidance on the proposed amendments for this specific development proposal. The Planning Commission provided general support for the proposed circulation plan within the site, including the realignment of the main cross street with the associated new connection to O'Brien Drive and the proposed pedestrian and bicycle access through the site. There was some discussion of moving the Cross Street further north but general acceptance of the new location and connection to O'Brien Drive instead of through Adams Court. In addition, the Planning Commission was supportive of the applicant's design concept for the Eastern Paseo (located between the project site and the 1350 Adams Court project site) with regard to the design, the adjacent roadway, and the location of the parking structures in relation to the paseo.

The Planning Commission also discussed the proposed mixture of uses, including the density and intensity, as well as the proposed heights of the buildings. This discussion was focused on the use of the

master plan development process and the application of the bonus level development at the project. The Planning Commission expressed its support for the use of the master plan development process and the proposed mixture of land uses. The Planning Commission was also generally supportive of the site layout with its focus on Willow Road and the southern portion of the site for the Mixed-Use district and Retail "main" Street. In addition, the Planning Commission expressed support for the location of the Retail Street and the preliminary design concepts. The Planning Commission was also generally supportive of the location of the parking garage structures along the eastern edge of the site. The Planning Commission generally thought the proposed density, intensity, and heights were appropriate for the project, specifically given the ConnectMenlo General Plan and Zoning Update and the specific location of the site. The proposed phasing plan also received support from the Planning Commission as it would help ensure a more balanced development with regard to the delivery of one-third of the housing units and occupancy of approximately one-third of the office building square footage in each phase. Two members of the Planning Commission raised concerns about the timing of the proposed project and regional transportation planning.

The City Council should consider the Planning Commissions' comments on the proposed project and provide additional comments and guidance. The City Council may wish to consider the same questions provided by staff to the Planning Commission. Staff will use the Planning Commission and City Council's direction to help inform the City's review of the proposed project.

Correspondence

Staff received four items of correspondence on the proposed project since the Planning Commission study session on February 26, 2018. The comments were submitted to the City Council email log and are included in Attachment E for reference. In general, the comments center on concerns regarding the increase in employee population in Menlo Park, the importance of transportation improvements in the vicinity of the project and the proposed mix of land uses, questions about the use of the cultural and visitor center, the proposed number of housing units and if those units would be for Facebook employees, and general comments on transportation including the transportation impact analysis. There was also a letter of support for the proposed project.

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.

Environmental Review

An Environmental Impact Report (EIR) will be prepared for the project. The first step in the process will be the release of the Notice of Preparation (NOP) and hold a scoping session with the Planning Commission to provide the public an opportunity to comment on the scope of the environmental review. A Draft EIR will then be prepared by the City's environmental consultants. Following the release of the Draft EIR, a public hearing will be held by the Planning Commission to provide an opportunity for the Commission, agencies, organizations and members of the public to provide verbal comments on the Draft EIR. Written comments on the Draft EIR will also be solicited at this time. Comments will then be addressed as part of the Final

EIR, which would be reviewed at a subsequent meeting.

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.

Attachments

A. Location Map
B. Project Description Letter
C. Project Plans
D. Excerpt of the Adopted Zoning Map
E. Correspondence (Post February 26, 2018 Planning Commission meeting)

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

Scale Model of Proposed Project

Report prepared by:
Kyle Perata, Senior Planner

Report reviewed by:
Mark Muenzer, Assistant Community Development Director

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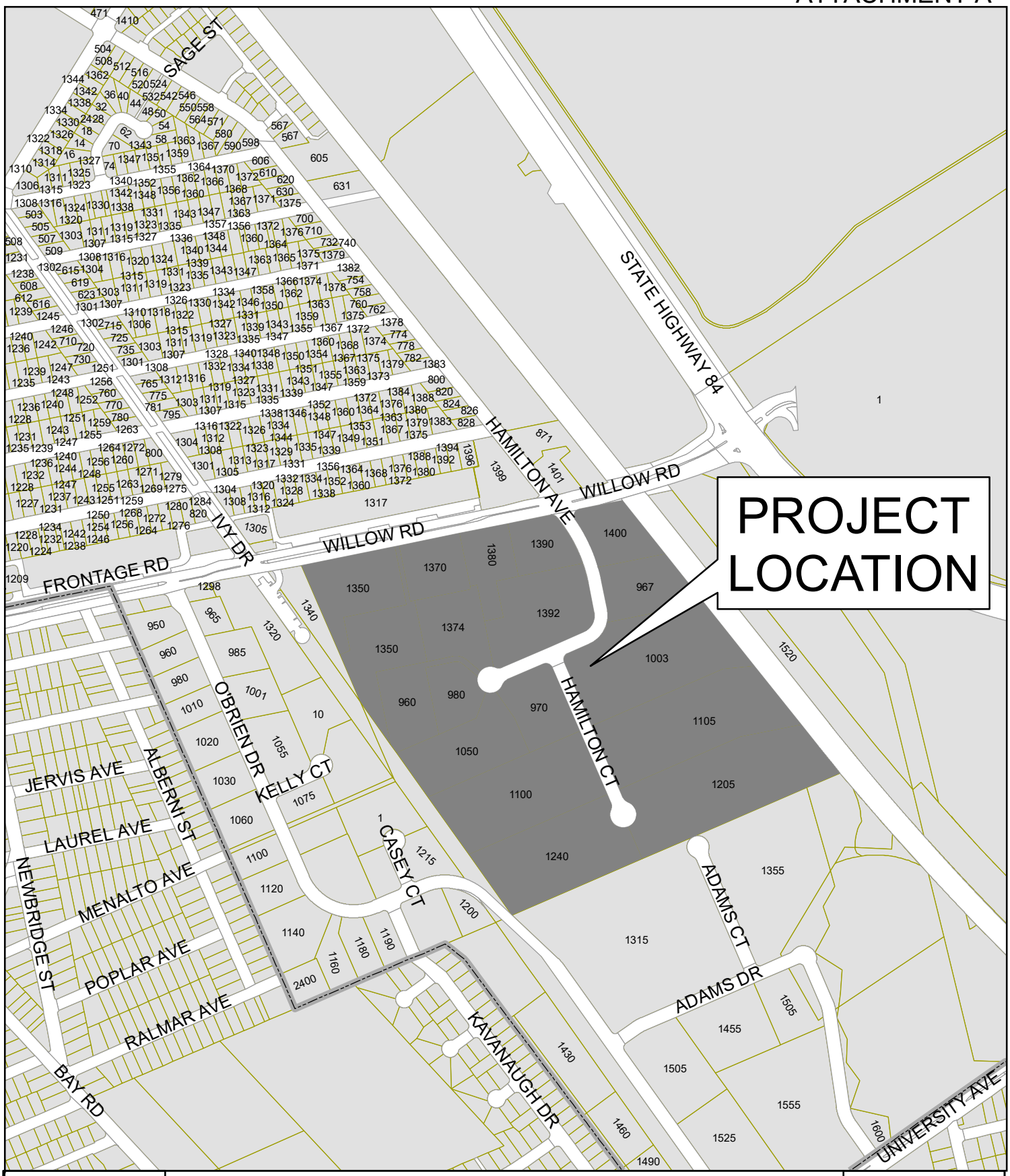

CITY OF MENLO PARK

LOCATION MAP
FACEBOOK WILLOW VILLAGE PROJECT

DRAWN: KTP CHECKED: KTP DATE: 2/21/18 SCALE: 1" = 300' SHEET: 1

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ATTACHMENT B

Willow Village Master Plan
Project Description Update

February 2018

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I. Master Plan Vision and Goals

Since arriving in Menlo Park in 2011, Facebook has reached out to its neighbors, heard their aspirations and frustrations, and taken steps to build relationships and trust in order to address specific problems affecting the adjacent neighborhoods, and regional problems affecting the area.

Our vision for the Willow Village Master Plan is the next evolutionary step in Facebook's growth, as influenced by our community interactions. The proposed plan will revitalize the former Menlo Science and Technology Park – an existing complex of office, laboratory and warehouse buildings – into a new mixed-use village. Our three goals for the plan are to:

- *Create a neighborhood center* that provides long-needed community goods and services, including a full-service grocery store, pharmacy, and neighborhood serving retail.
- *Contribute significantly to regional housing supply* in order to begin to address years of under-production, while minimizing traffic impacts.
- *Catalyze regional transit investment* for new east/west connections and on-site links to future transit facilities.

We recognize that the process of refining the plan and building new community infrastructure will take time. But as we move forward, we will continue to listen to and collaborate with our neighbors, to work with stakeholders and respond to their input, and to take a leading role in supporting positive change in Menlo Park and the region.

Neighborhood Amenity Precedents

Introduction

Since its modest beginnings, Facebook has experienced rapid growth as it emerged as the world's most popular social media and networking company. With its success, Facebook has had to reevaluate its goals and expectations for the future. Facebook's physical growth, combined with its desire to be a community partner, has forced the company to address a number of issues that do not typically rank high on lists of business priorities, including unique land use and environmental concerns that are the consequence of decades of inadequate regional planning within the Bay Area.

Facebook acknowledges the many local and regional planning challenges confronting the area, and has committed to investing resources into finding solutions while developing a flexible and proactive approach to manage its physical needs.

While prior Facebook campus development has offered opportunities to break down access barriers to the Bayfront created over decades by industrial and manufacturing uses, it wasn't until acquiring the former Menlo Science and Technology Park from Prologis in 2015 that Facebook was presented with the opportunity to provide an engaging live/work/play environment.

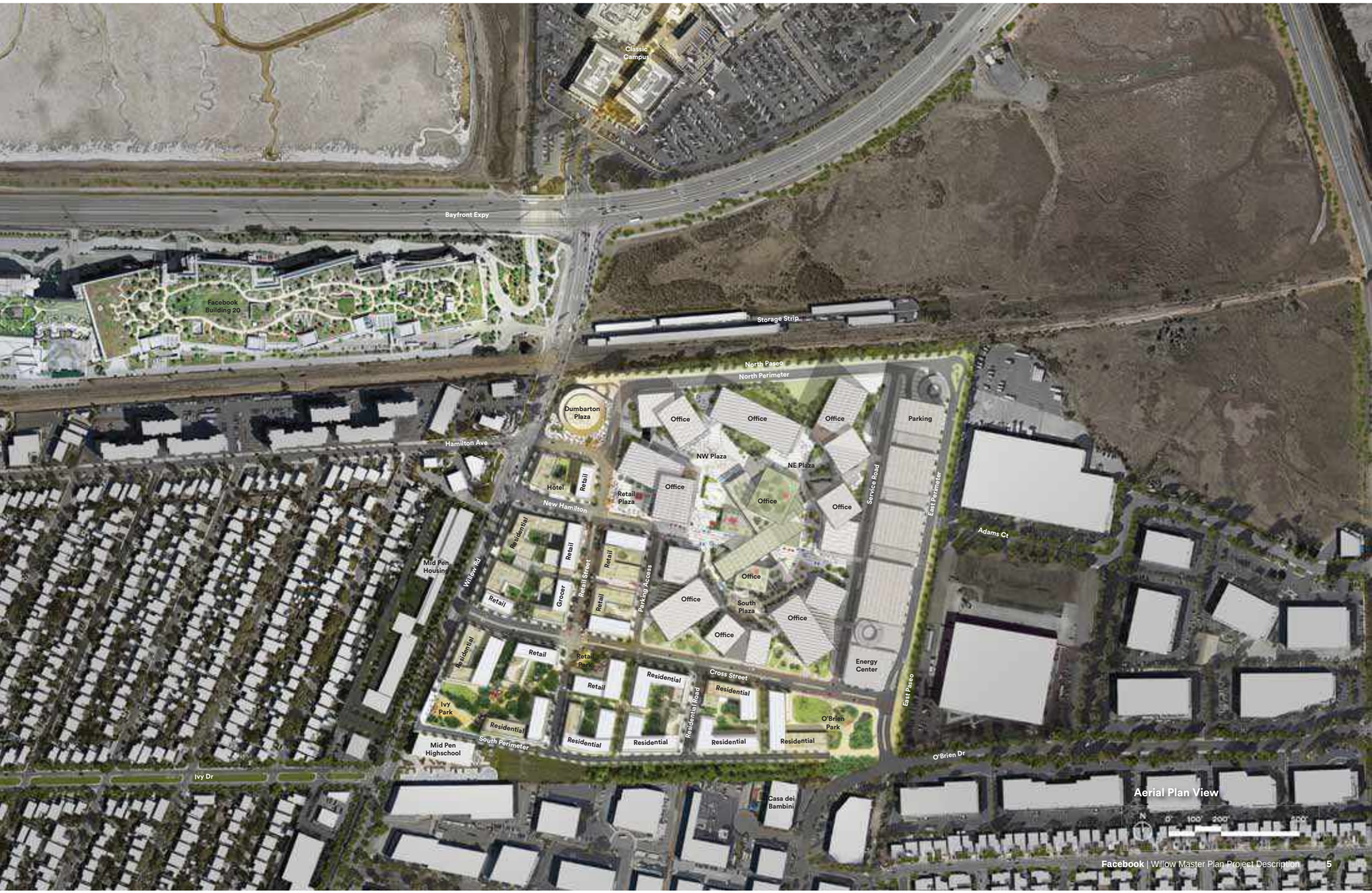
Since 2015, Facebook has worked with the community and the City of Menlo Park for input on the development of a thoughtful master plan for the site. The Willow Village Master Plan is the culmination of an intensive planning exercise, following more than three years of sustained community engagement as part of Menlo Park's General Plan Update (*ConnectMenlo*) process. The task was to develop a master plan that is transit-ready, with new infrastructure, housing, sustainability features, circulation, open spaces, office and mixed-use, green open spaces, and pedestrian boulevards - all working seamlessly as part of a coherent and connected environment.

The Willow Village Master Plan envisions a mixed-use, highly sustainable, transit-ready environment that will support local community needs while providing office space for Facebook's growing business. New housing and community-serving retail will include a collection of varied-scale public spaces, creating a sense of connectedness to the surrounding neighborhoods, while providing long-needed services and enhancements for local neighbors including a grocery store, pharmacy, restaurants, public gathering spaces and other amenities. Situated along the dormant Dumbarton Rail Corridor, the Master Plan also envisions future transit facilities that would provide transit service for both local workers and residents upon reactivation of the right-of-way in the longer term.

The Willow Village Master Plan was carefully designed to implement the guiding principles and policies adopted as part of *ConnectMenlo* to deliver on the promise of a grocery store, new affordable and market-rate housing units, and opportunities for future transit connections. The master plan closely aligns with *ConnectMenlo*'s development and zoning standards, and is consistent with *ConnectMenlo*'s density and height limits for bonus development.

Facebook realizes that its future success is interdependent with the well-being of its neighbors. Facebook is committed to being a positive catalyst for solutions at a scale that exceeds what a traditional company or developer would be capable of supporting. More than anything else, Facebook is committed to moving quickly and creatively to help solve problems.

These values are embedded in the Willow Village Master Plan. Facebook is excited to initiate the process of working with the City of Menlo Park and its neighbors to refine the plan over time and bring this project to fruition.


Classic Campus
Bayfront Expy
Facebook Building 20
Storage Strip
North Paseo
North Perimeter
Dumbarton Plaza
Office
Office
Office
Parking
Hamilton Ave
NW Plaza
NE Plaza
Hôtel
Retail
Retail Plaza
Office
Office
Office
Service Road
East Perimeter
New Hamilton
Adams Ct
Mid Pen Housing
Willow Rd
Residential
Retail
Retail Street
Retail
Retail
Grocer
Retail
Parking Access
Office
South Plaza
Office
Office
Office
Residential
Retail
Retail Park
Residential
Cross Street
Residential
Retail
Residential Road
Energy Center
East Paseo
Ivy Park
Residential
O'Brien Park
Residential
South Perimeter
Residential
Residential
Residential
Residential
Mid Pen Highschool
O'Brien Dr
Ivy Dr
Casa dei Bambini
Aerial Plan View
N
0'
100
200
400

II. Willow Village Master Plan Location

The approximately 59-acre site is located within Menlo Park's Bayfront Area, and is bounded by Willow Road to the west, the inactive Dumbarton Rail Corridor to the north, the Hetch Hetchy easement corridor to the south, and an existing life science complex to the east.

Regional Map

III. Willow Village Master Plan Overview

The Willow Village Master Plan seeks to create a contemporary, high-quality public realm with a network of streets, parks and open spaces that engage surrounding neighborhoods and create new spaces where neighbors, residents, and workers can live, work, and come together for recreation, commerce, and community. The Plan includes both a Mixed-Use District including multi-family housing, neighborhood-serving retail, new public parks and landscaped areas, as well as a new Campus District to provide additional workspace for Facebook.

The Willow Village Master Plan includes the following components:

- 59-acre mixed-use neighborhood providing housing, retail hub, grocery store, potential incubator space, and hotel, connected through a mosaic of pedestrian paths and open space, and an outdoor amenity street to promote interactions and pedestrian flow.
- 126,000 SF retail hub, including space for an approximately 35,000 SF neighborhood grocer, a 10,000 SF pharmacy, 35,000 SF for food and beverage, as well as space for social anchors, childcare and neighborhood serving uses.
- 1,500 housing units, including approximately 225 affordable units.
- Limited service hotel with approximately 200 rooms and food services.
- More than eighteen acres of open space, including five new publicly accessible parks and plazas, paseos and pathways.
- Nine highly-sustainable office buildings comprising approximately 1.75 million square feet of office and amenity space that are organized around a series of courtyards to maximize car-free areas and pedestrian interactions, connected by multi-level bridges for enhanced connectivity, and flexible and adaptable to both single-tenant and multi-tenant occupancies.
- A proposed cultural/visitor center within the proposed Dumbarton Plaza to provide flexible space for both community and Facebook outreach events, planned to accommodate connections to future transit facilities.

Office
Residential
Retail
Hotel
Cultural/Other
Parking
Classic Campus
Bayfront Expy
Facebook Building 20
Storage Strip
North Paseo
North Perimeter
Cultural/ Visitors Ctr
Hamilton Ave
Hotel
Retail
NW Plaza
NE Plaza
Retail Plaza
Service Road
Transit Drop Off
Parking
East Perimeter
New Hamilton
Adams Ct
Mid Pen Housing
Willow Rd
Retail Street
Grocer
Parking Access
South Plaza
Parking
Energy Center
Cross Street
Residential Road
East Paseo
Ivy Park
Retail Park
O'Brien Park
Mid Pen Highschool
South Perimeter
O'Brien Dr
Ivy Dr
Casa dei Bambini
Ground Floor Plan
N
0'
100'
200'

IV. Project Objectives

The Project has been designed to meet the following objectives:

- Create a unique master-planned, mixed-use neighborhood with 1,500 housing units, a grocery store and pharmacy, neighborhood-serving retail, office space, a hotel, new bicycle and pedestrian connections, and open space.
- Provide community amenities, including a grocery store and pharmacy, in exchange for bonus level development consistent with *ConnectMenlo*'s bonus density provisions.
- Increase in local housing supply.
- Allow for the expansion of Facebook's operations at maximum allowable office density to meet Facebook's long-term business goals in a secure working environment, while enhancing the physical environment and responding to community needs.
- Develop an integrated, highly-connected mixed-use campus that provides flexible workspace at a density that will support future transit.
- Provide multiple transportation options and an industry-leading TDM program to reduce traffic congestion, air quality impacts, and greenhouse gas emissions.
- Use highly-sustainable design techniques to promote energy and water efficiency and resource conservation through on-site renewable energy sources and recycled water systems.
- Install new infrastructure to allow the Project to be resilient in the face of projected levels of sea level rise.
- Create a pedestrian/bicycle-friendly environment that enhances connectivity between the project site and surrounding areas, while promoting mobility of Facebook workers and the public within the broader region.
- Respect the surrounding community through appropriate building siting, massing, density and height, consistent with the standards prescribed for bonus level development under the City's *ConnectMenlo* policies.
- Provide new green spaces and landscaped areas with native, drought-tolerant plant species.
- Create business and employment opportunities for local workers and businesses during the design, construction and operational phases of the Project.
- Generate revenue for the City and other public entities.
- Ensure a secure, safe, and private work environment for Facebook's workforce.

Office
Office Parking
Office
Office
Office
Office
Plaza
Office
Energy Center
Office
Garden
O'Brien Park
Office
Dumbarton Plaza
Retail Plaza
Office
Hotel
Residential
Garden
Residential
Retail
Residential
Residential
Residential
Retail
Cross Street
Grocer
Retail Street
Retail Park
Residential
Dumbarton Corridor
Willow Rd
South perimeter
Mid Pen Housing
Ivy Park
Mid Pen HS
Ivy Dr
O'Brien Dr

V. Planning Context

A. Acquisition of the Project Site

Anticipating the need for additional expansion space, Facebook purchased the approximately 59-acre site from Prologis in 2015. The site consisted of nearly 1 million square feet of existing industrial, office and warehouse uses in a sea of surface parking. At the time, Facebook was looking for opportunities not only to meet its own growth needs, but to provide retail and services long sought by its neighbors, as well as new housing supply to address community housing concerns.

Any large-scale redevelopment would have been difficult as the existing zoning was not conducive to development of a large mixed-use campus, and the City's General Plan did not contemplate that type of use. The site was zoned M-2 (General Industrial) which permitted office and general industrial uses, such as warehousing, manufacturing, printing, and assembling but did not allow for housing, retail or any form of mixed-use development.

To accommodate a more balanced mix of uses on the site, the City of Menlo Park would have had to update its outdated General Plan and Zoning Ordinance. Thankfully by 2015, the City had already begun to reevaluate its plan for future growth in a process it branded *"ConnectMenlo."*

B. The *ConnectMenlo* Process

The purpose of *ConnectMenlo* was to comprehensively update the Land Use and Circulation Elements of Menlo Park's General Plan, as well as its M-2 Area Zoning. The *ConnectMenlo* process commenced in the summer of 2014, with more than 65 public events and community workshops held over the course of more than two years. The public events consisted of workshops, open houses, General Plan Advisory Committee meetings, Planning Commission study sessions, and City Council meetings. Along with its neighbors, Facebook actively participated in the community engagement and outreach process, and fully supported a mixed-use, live/work/play concept for the Bayfront Area. Working closely with City staff and community stakeholders, Facebook offered the Prologis site as a candidate for a new, community-serving mixed-use development.

The *ConnectMenlo* process was rooted in a set of "Guiding Principles," which were developed through a collaborative, community-oriented process, including Facebook, consisting of numerous community meetings and workshops. The Guiding Principles embody the community's aspirations and vision for the City's growth and formed the backbone behind the new policies and zoning standards approved as part of the *ConnectMenlo* process. Among other things, the Guiding Principles acknowledge that sustainable growth requires a balanced mix of land uses, including strong residential neighborhoods and a robust business base.

To achieve the City's and community's vision, the City also adopted a comprehensive zoning update for the M-2 area, including the project site, to promote new, highly sustainable mixed-use development including housing. The updated zoning created three new zoning districts (Office, Residential-Mixed Use, and Life Science), and established standards for new projects, including restrictions on height, density, use, sustainability, circulation, and open space. Under the new zoning standards, "bonus" density is permitted (up to a 1.0 FAR for office use with increased height) in exchange for providing community benefits from a list of potential options identified through extensive community outreach. As part of the rezoning effort, and with Facebook's support, nearly half of the Willow Village project site was re-zoned for housing and mixed-use development, with the remainder zoned for office uses.

Following the approval of *ConnectMenlo* in late 2016, Facebook undertook an extensive planning effort for the Willow Village Master Plan, and strives to be consistent with the Guiding Principles, General Plan policies, and the updated zoning standards. The resulting plan reflects a deliberate effort to promote the values embodied in the Guiding Principles and transform an aged industrial complex into a thriving mixed-use, live/work/play environment.

C. Consistency with the Updated *ConnectMenlo* Zoning Ordinance

1. Master Planned Project

As part of *ConnectMenlo*, the City approved the M-2 Area Zoning Update which changed the site's zoning from M-2 to R-MU-B (Residential Mixed-Use Bonus) and O-B (Office-Bonus). The project has been carefully designed to conform to the updated zoning requirements, including the provision for "master planned projects," which allows for a single project or phased development project on sites which exceed 15 acres in size and contain different zoning designations to aggregate density and uses across the entire project site. The purpose of master planned projects is to provide flexibility for creative design, orderly development, and optimization of open space.

The proposed scheme satisfies the criteria for a master planned project because (i) its mix of office and residential/mixed-use zoning designations are on contiguous sites, (ii) the 59-acre property exceeds the 15-acre minimum, and (iii) the parcels comprising the project site are held in common ownership by Peninsula Innovation Partners, LLC (Facebook's wholly owned affiliate). In addition, the project will aim to comply with all other development standards in the office and residential mixed-use zoning districts, including parking, setbacks, open space, paseos, building design, and sustainable building. As part of the project, Facebook is also requesting a Conditional Development Permit and anticipates a Development Agreement (both of which are required for master planned projects).

In addition, Facebook is requesting modifications to the location of previously identified public streets within the updated zoning map. After an intensive examination of various circulation options, Facebook is proposing a circulation plan that would improve multi-modal access through the site, provide vehicular access from the southeastern corner of the site in order to support the grocery store and retail, and enhance connectivity to Belle Haven, while ensuring a secure campus perimeter that satisfies Facebook's security requirements. These new connections would include both public streets that would be dedicated to the City of Menlo Park, as well as private streets that would be publicly accessible but maintained by Facebook. In order to accommodate the proposed circulation plan, revisions to the City's zoning map would be necessary, as would changes to the street classification diagram within the General Plan's Circulation Element. No other modifications to the City's General Plan or zoning map are currently proposed.

2. Bonus Density and Community Benefits

The project is proposed as a "bonus level development" pursuant to Sections 16.43.060 and 16.45.060 of the City's zoning ordinance. This permits additional density and height above base levels in exchange for the provision of new or enhanced community amenities:

• In the O-B zoning district, the bonus level permits an FAR of 100% (plus 25% commercial), and a maximum height of 110 feet with an average height of 67.5 feet.

• In the R-MU-B zoning district, the bonus level residential FAR permits ranges from 90% for 30 du/ac to 225% for 100 du/ac, and the maximum non-residential FAR is 25%. The maximum bonus level height in the R-MU-B zoning district is 70 feet with an average of 52.5 feet.

Further, under Section 16.45.050 of Ordinance Nos.1024 and 1026, "properties within the flood zone or subject to flooding and sea level rise are allowed a 10 foot increase in height and maximum height." The plan has been designed to conform to these standards. The project will also provide a number of the community amenities that were identified during the Belle Haven Vision Plan and the *ConnectMenlo* processes.

To qualify for bonus level development, the project sponsor must propose community amenities that are equivalent to 50% of the fair market value of the additional gross floor area of the bonus level development.

Facebook will retain an appraiser and develop an appraisal that verifies that the community amenities included in the proposed project satisfy the City's requirements for a bonus level development.

Facebook is committed to providing critical amenities including a full-service grocery store, restaurants and neighborhood pharmacy, as well as affordable housing in connection with the project's mixed-use residential component. Additional amenities will include enhanced streetscapes with new landscaping, lighting, and pedestrian paths to improve walkability within the community. The illustrative plan on page 7 shows the intended distribution of ground-level uses across the aggregated site. Since the City's bonus level aggregation provisions are being utilized, the precise distribution of uses across the project site is flexible and not prescribed by any of the City's official plans.

Table 1, below, describes what levels of allowable development the City's zoning code permits across the project site as a whole, assuming a bonus level of development:

Table 1. Allowable Development GFA (SF)

Development Areas*	
Total Permitted Office Area**	1,774,856.76
Total Permitted Commercial Area***	395,331.88
Total Minimum Residential Area (FAR 0.9)****	696,705.29
Total Maximum Residential Area (FAR 2.25)****	1,741,763.23

* Based on an 'O' versus 'R-MU' ratio of 0.6713 to 0.3287.

** **Includes the "non-residential" FAR Area permitted under the R-MU zoning which allows for office uses.**

*** Total Permitted Commercial Area to include provision for proposed visitors' center and hotel.

**** Residential FAR is variable – ranging from 30 developable units per acre (FAR 0.9) to 100 developable units per acre (FAR 2.25).

VI. Existing Conditions and Site History

The 59-acre project site, known as the Menlo Science and Technology Park, includes 21 existing office, industrial and warehouse buildings built between 1956 and 1996, comprising approximately 998,211 SF of improvements. The site was historically zoned M-2 (General Industrial), but in 2016, the site's zoning was changed to O-B (Office Bonus) and R-MU-B (Residential Mixed Use Bonus) as part of the City's General Plan and M-2 Area Zoning Update.

The site has historically supported industrial uses. In 1998, Prologis acquired the site and used it primarily for industrial and office uses, as well as warehouse and storage facilities. In 2015, Facebook purchased the entire site from Prologis, and has occupied several of the buildings for a variety of uses including office space, amenity uses, and an employee health clinic. Other tenants continue to occupy various buildings, including a facility used by the Menlo Park Fire Protection District for storage and training.

The buildings are conventional reinforced concrete tilt-up buildings, the majority of which were constructed in the 1960's through the 1980's. Landscaping consists of mostly native trees, hedges, sod, and plant material, but the majority of the site is paved. The site is accessible from Willow Road via Hamilton Avenue and Hamilton Court with multiple curb-cut entrances into the primary parking area for each building.

The following table identifies the existing buildings and uses.

Table 2. "Willow Village" Today

Use	Bldg No	Address	Year Built	Area (GSF)
Office	MPK 47	959 – 967 Hamilton Ct	1988	10,344
Office	MPK 50	1390 Willow Rd	1956	12,902
Office Subtotal				23,246
Office/Lab	MPK 40	1050 – 1098 Hamilton Ct	1981	45,600
Office/Lab	MPK 43	1010 – 1042 Hamilton Ct	1981	33,600
Office/Lab	MPK 46	1003 – 1005 Hamilton	1996	54,586
Office/Lab	MPK 48	927 – 953 Hamilton Ct	1988	20,636
Office/Lab	MPK 49	925 Hamilton Ave	1988	24,000
Office/Lab	MPK 51	1392 Hamilton	1962	29,371
Office/Lab	MPK 52	1380 Willow Rd	1982	33,972
Office/Lab	MPK 53	1394 Hamilton	1982	22,267
Office/Lab	MPK 57	1350 Willow Rd	1985	49,920
Office/Lab	MPK 58	1360 Willow Rd	1982	50,311
Office/Lab	MPK 59	990-998 Hamilton Ct		26,400
Office/Lab Subtotal				390,663
Warehouse	MPK 42	1200 – 1240 Hamilton Ct	1979	109,124
Warehouse	MPK 44	1205 – 1275 Hamilton Ct	1979	144,800
Warehouse	MPK 45	1105 – 1195 Hamilton Ct	1980	120,159
Warehouse	MPK 55	1374 – 1376 Willow Rd	1959-1962	49,000
Warehouse	MPK 56	980 Hamilton Ct	1962	23,400
Warehouse Subtotal				446,483
Warehouse/Office	MPK 41	1100 – 1190 Hamilton Ct	1980	110,066
Warehouse/Office	MPK 54	1370 Willow Rd	1962	27,753
Warehouse/Office Subtotal				137,819
Total				998,211
Parking				2300 spaces

Table 3. Proposed Height & Area Tabulation

Use	Area (GSF)	Units	Retail (GSF)	Parking (Spaces)
Mixed Use				
MU1.1-1.3	365,846	328	50,000	510
MU2	191,846	172	40,000	496
MU3.1-3.3	353,577	317	20,000	399
MU4.1-4.4	419,329	365	6,500	405
MU5.1-5.4	372,427	318	-	334
Total	1,703,025	1,500	116,500	2,144
C/V (Cultural/Vis. Center)	40,000			100
Hotel	130,000	200 (keys)	10,000	175
Office	Area (GSF)		Floors	
O1	190,000		3	
O2	213,000		5	
O3	238,000		5	
O4	119,000		5	
O5	231,000		5	
O6	136,000		5	
O7	240,500		5	
O8	194,000		5	
O9	188,500		5	
Total	1,750,000			
Office Parking	1,050,000		6 to 7	3,000
EC (Energy Center)	31,000		2 to 3	

Note: Office Visitor parking provided in MU2 shared use parking.

VII. Proposed Plan Features

A. Site Development Overview

The Willow Village Master Plan would replace an outdated industrial complex with a new, mixed-use "village" targeting 1,500 residential units, 126,000 SF of retail, including a new grocery store, an approximately 200-room hotel, an approximately 40,000 SF visitor center that would be designed to connect to future transit facilities, and approximately 1.75 million SF of office uses. The project would result in an incremental net addition of approximately 750,000 SF of commercial space (excluding retail).

- As part of the project, the overall elevation of the site would be raised above the 100-year flood level and new infrastructure would be installed, necessitating the re-alignment of the internal circulation system.
- Maximum building heights would be capped at 70' for the mixed-use residential buildings, 110' for the office buildings, 110' for the office parking structures; and average heights would comply with *ConnectMenlo's* zoning standards. Under Section 16.45.050 of Ordinance No. 1024 and 1026, "properties within the flood zone or subject to flooding and sea level rise are allowed a 10' increase in height and maximum height."
- Total open space would be approximately eighteen acres, which exceeds the total required by the zoning ordinance.
- Office parking would be located in structured parking containing a total of approximately 3,000 parking spaces. A total of 2,144 parking spaces will be provided on-site for residential and retail uses, as well as approximately 60 off-street parking spaces.

B. Design Approach

Bordering Belle Haven and East Palo Alto, the Willow Village Master Plan is designed to be inclusive of and responsive to the current and prospective needs of its neighbors. It combines a range of programs – from retail and residential, to workplaces and transit opportunities – across the Mixed-Use and Campus Districts, providing a 24/7 activated site that responsibly integrates with and enhances the surrounding Bayfront Area. These programs will be incorporated throughout the site with generous, public spaces that will serve neighbors, residents, workers and visitors alike.

Building massing and organization of uses are designed to relate to the surrounding context and create a network of welcoming, accessible, and car-free open space connections. The Master Plan would establish and extend latent community green networks through the site, connecting Ivy Drive and Belle Haven on the southwest corner, to East Palo Alto to the east.

The Master Plan is innovatively designed with long-term goals in mind to ensure flexibility and resilience in the face of future innovation. Thinking ahead, it can accommodate shifting modes of transportation and enhanced public connectivity at both local and regional scales.

- **Mixed-Use District:** Responding to Belle Haven's small scale and residential character, the Master Plan strategically lines the west and south boundaries of the site with residential and mixed-use programs. Multi-family residential buildings along Willow Road are set back to allow for generous, landscaped sidewalks, with building heights along Willow Road minimized to provide a gradual transition from the surrounding residential fabric. The organization of buildings is intended to frame and cultivate a variety of open spaces, from plazas positioned to complement the retail street, to a series of public, interlinked courtyards and landscape pathways within the residential district.
- **Retail Corridor:** By establishing a new retail corridor, within the interior of the site and parallel to Willow Road, the Master Plan will create a viable and pedestrian-friendly retail "main-street" that connects to neighboring streets, and anchors public activity by opening up to two public plazas on its north and south sides.
- **Campus District:** The office component, comprising nine office buildings for Facebook, is consolidated within the site's northeastern section, adjacent to the Dumbarton Corridor and the existing life-science buildings to the east of the site. Wrapped by a chain of publicly-accessible parks and gardens, the Campus District offers a friendly and welcoming edge that augments the residential open spaces and parks.

C. Mix of Uses

Retail Street

Providing food & beverage, service and community-oriented neighborhood amenities, a tree-lined, pedestrian-oriented retail "main-street" creates the heart of the new Willow Village. Easily accessible from Belle Haven, the ground floor retail program, flanked by wide sidewalks, street lighting and outdoor seating provides a local center of activity for both existing and new residents. Planned for Phase I of the development, a grocery store located along the Retail Street will provide a much-needed service for neighboring communities.

Multi-Family Residential

Providing studio, 1-, 2-, 3-, and 4-bedroom units, a series of multi-family residential buildings are organized around outdoor courtyards connected by landscaped paths. Anchored by Dumbarton Plaza at the northwest and O'Brien Park at the southeast, the tree-lined greenway creates an intimate, connected residential neighborhood. Bordered along the southern edge by Mid-Peninsula High School and incorporating recreational spaces, such as playgrounds and athletic courts, Ivy Park provides direct community access from Ivy Drive to the new Retail Street.

Hotel

Located along the southern edge of Dumbarton Plaza and adjacent to the new Retail Plaza, a limited-service hotel with ground floor retail creates a node of activity for visitors.

Dumbarton Plaza & Cultural/Visitor Center

Planned to accommodate connections to future transit facilities, Dumbarton Plaza is designed as a crossroads of local and regional activity. A proposed cultural/visitor center within the plaza could provide flexible space for both community and Facebook outreach events.

Office

Lined by publicly-accessible open spaces, including a garden walk and meadow along its southern edge, the new office campus is planned around a series of outdoor courtyards and plazas framed by sustainably-designed office buildings that take advantage of the temperate Bay Area climate. Office parking and service access routes are located along the north and east edges of the site to limit the impact on surrounding residential neighborhoods.

NORTH PASEO
DUMBARTON CORRIDOR
DUMBARTON PLAZA
HAMILTON AVE
RETAIL PLAZA
WILLOW ROAD
RETAIL STREET
EAST PASEO
RETAIL PARK
IVY PARK
O'BRIEN PARK
MID PEN HIGHSCHOOL
IVY DRIVE
O'BRIEN DRIVE
N
0
100
200

D. Neighborhood and Site Connectivity

The Willow Village Master Plan will improve connectivity within Menlo Park and East Palo Alto for pedestrians, bicycles, and vehicles. Access to the Belle Haven neighborhood will be via Hamilton Avenue and Ivy Drive. New east and west travel corridors will be formed by the North Perimeter Road and Cross Street. Proposed connections to O'Brien Drive and Adams Court will open up new routes that provide access to retail patrons, residents, employees, and visitors traveling to or coming from the east. A comprehensive system of roadways, bicycle facilities, pedestrian paths and parks combine together to provide opportunities to move safely and efficiently through the site.

1. Circulation and Access

The project would require installation of new access points and two new signalized intersections along Willow Road, access from Adams Court, and a new connection to O'Brien Drive. Hamilton Avenue would be realigned to provide a new, community-oriented retail "main-street" that would accommodate the proposed grocery store and neighborhood-serving retail (including outdoor dining and other amenities).

2. Parking

Parking for the Mixed-Use District would be provided on-site. Below-grade and structured parking would be designed to provide private parking for residents at a 1:1 ratio, with visitor demand being satisfied by on-street parking spaces and shared parking in a mixed-use building (MU2) to support local retail. Valet parking for the proposed hotel would be provided below the building. The proposed grocery store would have dedicated below-grade parking. Parking for the Campus District would include 3,000 parking spaces consolidated along the eastern edge of the site. Office visitor parking for the office uses would be included within a shared parking structure within the Mixed-Use District.

3. Pedestrian Access

The proposed project would include a network of new paths for pedestrian access running throughout the site. Building setbacks will be designed to activate residential courtyards and open space with entries, patios, stoops, and landscape areas.

Proposed Public Sidewalk
Existing Sidewalk
Residential Paths
Crossing
Multi Use Path
Bay Trail
Future/Potential Sidewalk

4. Bicycle Access

A series of Class II and Class III bike lanes would provide safe bicycle route access throughout the site as well as connecting to existing and planned routes in the neighboring communities.

Planned Class II Bic. Path*
Planned Class III Bic. Path*
Class I Bic. Path
Class II Bic. Path
Class III Bic. Path
Multi Use Path
Bay Trail
Crossing
Potential Bic. Route
* Planned Routes per City of Menlo Park

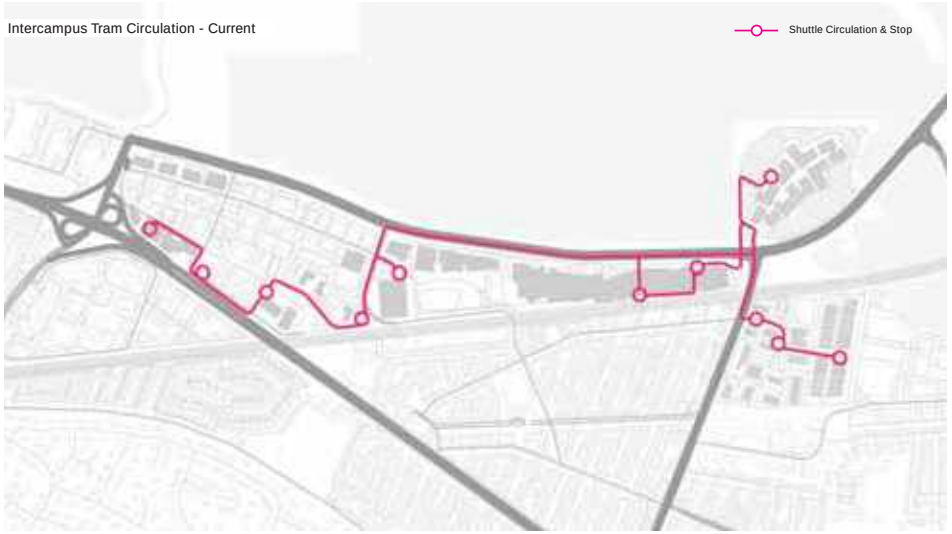
5. Transit Access

A nine to twelve bay transit hub will be located within the ground level of the parking structures on the east side of the Campus District. Access to the transit hub will be via the Service Road. Transit vehicles will operate in the southbound direction on the Service Road entering from the Northern Perimeter Road and exiting to either Cross Street via right turns or the Eastern Perimeter Road. General traffic will not use the Service Road.

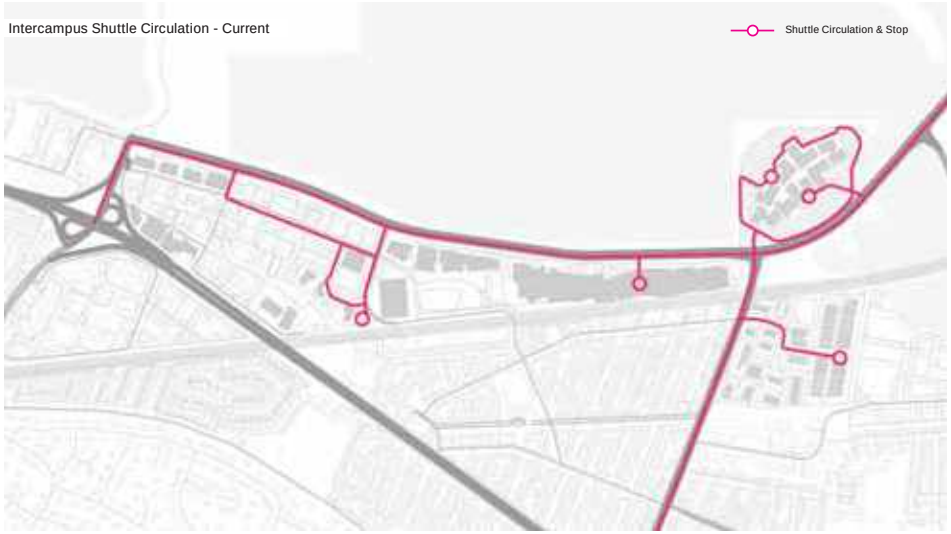
The location of the transit hub will allow the employee shuttles to approach the site from Willow Road, O'Brien Drive, or University Ave. via Adams Ct. Within the Master Plan area, transit vehicles will operate on Hamilton Avenue, Northern Perimeter Road, Eastern Perimeter Road and Cross Street. The location of the transit hub is within close proximity of the Dumbarton Rail Corridor which may be reactivated in the future and provide improved transit access to the Willow Village.

Tram Circulation & Stop
Shuttle Circulation & Stop

Intercampus Tram Circulation - Current



Intercampus Shuttle Circulation - Current



Intercampus Tram Circulation - Proposed

Intercampus Shuttle Circulation - Proposed

E. Public Realm

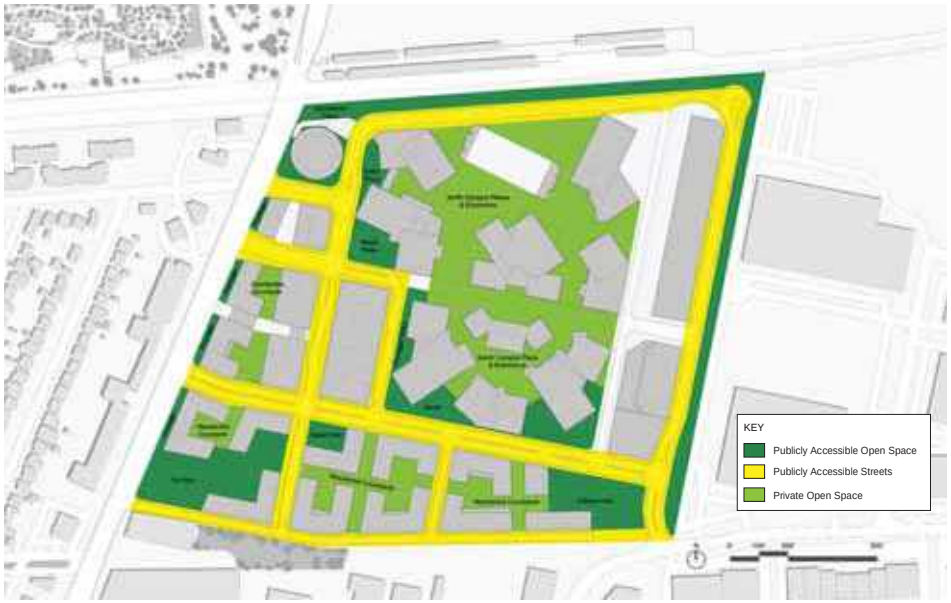
1. Overview

The public realm of Willow Village provides a vital link between adjacent neighborhoods and open spaces and a dynamic addition to Menlo Park. The public realm is a network of distinct open spaces and lively, pedestrian-oriented streets with active ground-floor building design and uses. In concert with the buildings and streets, the public realm and open space network creates distinctive, attractive places with a memorable urban form that invites use, creates neighborhood identity, and fosters community interactions.

The key public realm features of Willow Village are the Retail Street and adjacent Retail Plaza and Park, the Dumbarton Plaza and Visitor Center located at the northwest corner of the site, Ivy Park at the southeast corner, and O'Brien Park at the southwest corner. The Retail Street at the heart of the Mixed Use District will provide an active and engaging connection between the Dumbarton Plaza and Ivy Park. A series of open spaces along the south edge of the campus provide a safe and inviting link between O'Brien Park and Ivy Park to form the South Park Crescent. Together, each of these spaces will provide a diverse range of programs and landscape types for residents and visitors, individuals and families alike. Whether those spaces are streets, parks, plazas, or a unique combination of those elements, they are critical to creating a social infrastructure for the Mixed-Use and Campus Districts.

As a key part of the transit-oriented vision for the plan, the public realm is designed to enhance and encourage pedestrian and bicycle circulation, with shaded tree lined streets, generous sidewalks, bike paths, paseos and parks that connect with regional networks and

Public Realm and Open Space Plan



nearby parks and schools. The east edge of the site is defined by a paseo that includes a multi-use path that continues along the north edge to provide access to Dumbarton Corridor and the Visitor Center. The public realm is complemented by private open spaces within the Campus and Mixed Use Districts consistent with *ConnectMenlo* requirements.

In the aggregate, the Plan provides approximately eighteen acres of open space (exceeding the aggregate open space requirement of the site). Of these eighteen acres, approximately eight acres of publicly accessible open space are provided, exceeding *ConnectMenlo*'s requirements.

The public realm will function socially, programmatically, and ecologically, with consideration for climate responsiveness, resiliency, and resource conservation. Suitable plant species will be selected and sustainable maintenance regimes devised to maintain the ecological health and aesthetic integrity of the public realm.

2. Open Space Framework

The Willow Village open space framework is defined by a network of connected open spaces that are located and planned to serve the diversity of uses and provide a high level of neighborhood connectivity. The arrangement of these open spaces will also establish destinations within the village that anchor the public realm. These destinations will maximize the variety of landscape-based experiences and create landmarks within the pedestrian network.

The retail and visitor corridor provides an active community and visitor oriented connection from north to south from Dumbarton Plaza to Ivy Park. The mixed use blocks and the Retail Street anchor the corridor and are supported by the Retail Plaza and Park. The South Park Crescent is composed of a series of parks and gardens that link the O'Brien entry to Ivy Park and Ivy Drive. These open spaces will provide a diverse mix of community and neighborhood programs and uses along with a safe and inviting connection to the village center and Retail Street. The Campus District open spaces are defined by a series of interlocking courtyards and open spaces that provide for a range of campus uses and experiences. Smaller scaled, more intimate open spaces and pathways will be integrated within the residential blocks to provide to provide mid-block connections and support the residential uses. Each of these open space types are supported by the streets to create a comprehensive and well connected framework for public, campus and residential open spaces.

STREETS

RETAIL/VISITOR CORRIDOR

SOUTH PARK CRESCENT

RESIDENTIAL

CAMPUS

COMPILATION

3. Community Engagement, Program and Design Objectives

The programming and design of the public realm and open spaces will be informed by a community engagement process that will provide community members and stakeholders an opportunity to engage with Facebook and the design team. The process will include a series of open houses, discussion group sessions, and community events. As part of those events and discussion groups, participants will be invited to provide input on the uses, programs and amenities to be included within the parks and open spaces as well as their identity, experience and character. The goal is to ensure that the public realm and retail aspects of the project serve neighboring communities and include places that are welcoming, comfortable, and inviting to all.

Left: Willow Village Open Space Network Components

F. Parks and Open Space

1. Dumbarton Plaza + Retail Corridor Open Spaces

Dumbarton Plaza: Located at the northwest corner of the site along Willow Road, Dumbarton Plaza provides a vibrant public space with an iconic cultural/visitor center that anchors a spacious urban plaza. Shaded seating and gathering areas are integrated within the plaza. The location and design of the plaza anticipates potential transit improvements on the Dumbarton Rail Corridor, allowing for on-site connections to future transit facilities.

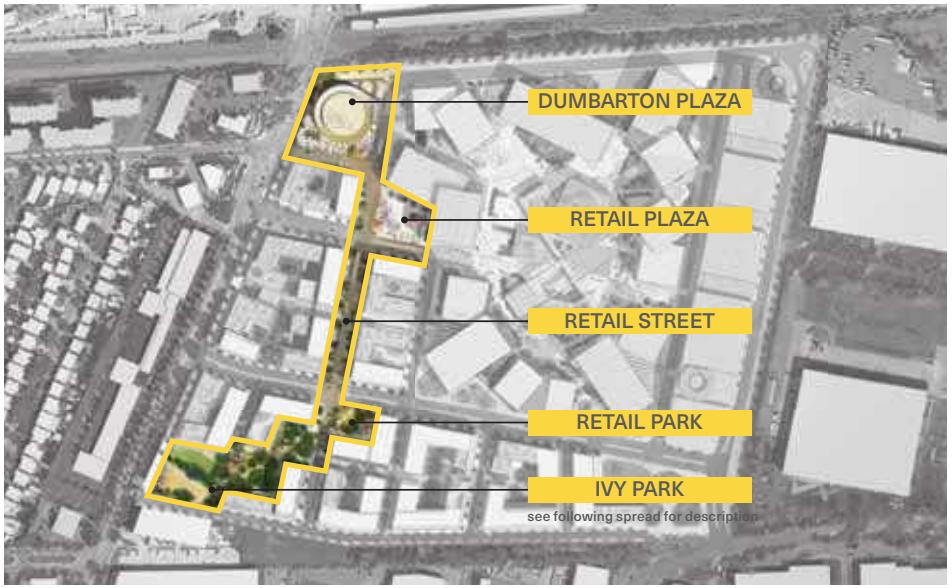
Retail Plaza: The Retail Plaza, located at the North end of the Retail Street at the intersection of Retail Street and New Hamilton, is a well-scaled space activated by a retail pavilion and seating and landscape areas. The plaza faces New Hamilton and provides a connection between Dumbarton Plaza, the Retail Street and the Campus District.

Neighbors, residents, visitors, and workers have an opportunity to gather and relax beneath a shaded canopy. Outdoor dining and small events may also be accommodated within the Retail Plaza.

Retail Street: The Retail Street provides an active hub for the community to gather around numerous neighborhood amenities. This pedestrian-oriented street offers street trees, limited on-street parking, generous sidewalks, lighting and high quality materials for furnishings and paving to enhance the space. A variety of outdoor seating flank both sides of the street with places for both new and existing residents to dine, rest and meet their neighbors.

Retail Park: At the south end of the retail corridor at the corner of Retail Street and Cross Street, the Retail Park will provide a shaded space for residents and visitors to gather. The Retail Park is an important node between Ivy Park and the Retail Street as well as the Garden Walk.

Dumbarton Plaza + Retail Corridor Open Spaces



Dumbarton Plaza + Retail Corridor Open Space Precedents

2. South Park Crescent Open Spaces

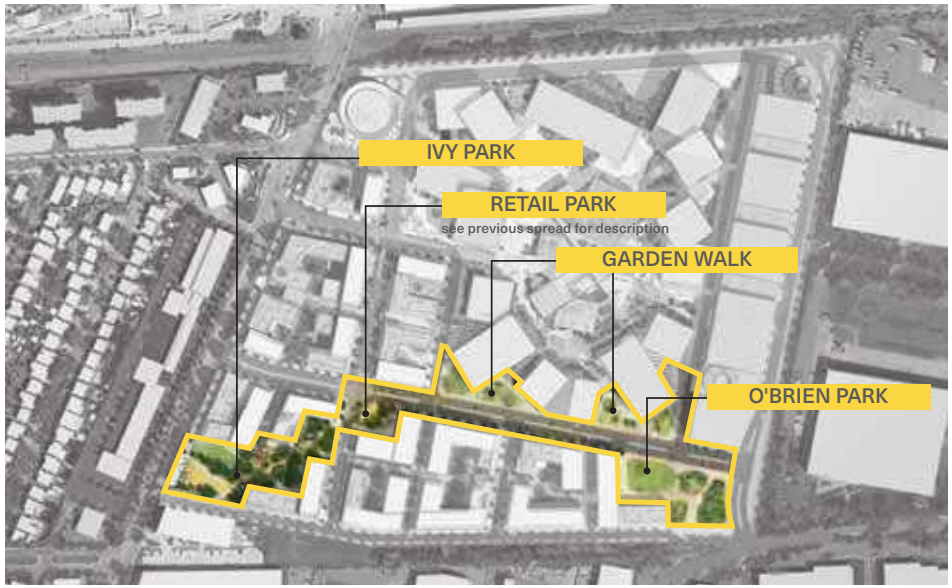
Ivy Park: Located at the southwest corner of the site, Ivy Park provides an important connection from Willow Road to the retail street and the center of the site. As the western anchor to the series of open spaces that link the south side of the site, the park is envisioned as a neighborhood park defined by a series of quiet, safe, and intimate spaces set beneath a continuous canopy of trees. A network of pedestrian walks are framed by raised planters and a mix of native and adapted vegetation. The park invites both residents and visitors in with a series of programmed spaces that may include open court sports, children's play areas, a community art area, and a smaller community gathering and picnic spaces. Small outdoor patios associated with the buildings also provide residents with private additional open space to enjoy and socialize.

Garden Walk: Located along the south edge of the Campus district, the Garden Walk links Ivy Park and O'Brien Park through a series of tree lined pathways, gardens, and gathering spaces. At the east end of the walk, a generous multi-use lawn area will provide space for passive and light recreation. The lawn is positioned to create a visual connection with O'Brien Park.

O'Brien Park: O'Brien Park anchors the southeast corner of the residential neighborhood and provides an important gateway to the site. Residential and community serving programs such as children's play areas, an off-leash dog run, community gardens and flexible lawn areas may be incorporated within the park along with paths and seating areas. Small outdoor patios associated with the residential buildings would provide residents with additional open space.

South Park Crescent Open Space Precedents

South Park Crescent Open Spaces



3. Mixed-Use District Open Spaces

Residential Open Spaces: Each of the residential blocks would provide both common and private open space areas consistent with the requirements defined in *ConnectMenlo*. Open space areas will provide for common amenities and gathering areas, as well as private spaces that may include balconies, patios, podium level open spaces, and roof top spaces. Open spaces flanking the buildings are activated with residential entries, patios, stoops, and landscape areas.

Mixed-Use District Open Spaces

Mixed-Use District Open Space Precedents

4. Campus District Open Spaces

Office Open Spaces: The office greenspace is composed of an interconnected series of courtyards, plazas and gardens that enhance circulation, and provide outdoor dining and event spaces. The Campus core is divided into north, south, east, and west courts arranged around the central building. The South Plaza will provide space for larger campus events and gatherings, as well as outdoor dining and work spaces. The North Plaza and Gardens will provide an additional large open space for events, along with a series of more intimate spaces for outdoor dining and smaller gatherings. There are also many spaces to work and relax throughout the campus. The south and west edges of the Campus are defined by the publicly-accessible Garden Walk.

Campus District Open Space Precedents

Varied Planter and Seating Options

Flexible Plazas

Quiet Spaces for Smaller Groups

Integration of Building and Landscape

Planted Bioinfiltration

Large Gatherings

Campus District Open Spaces

G. Streets

1. Overview

Vibrant, pedestrian-oriented and visually interesting streets will be the setting for a lively, social public life at Willow Village. With generous and active pedestrian areas, traffic calming, and bicycle connections, the street network is a walkable grid of small blocks that provide a framework for safe and enjoyable movement through the site. Neighborhood streets at Willow Village are socially and ecologically sustainable; conceived as “Complete Streets,” they prioritize safety, multi-modal mobility, and community vitality. In addition to accommodating vehicular access and transit, the streets are pedestrian and bicycle oriented. Passenger loading and building servicing strategies are designed to minimize conflicts between pedestrians and vehicles. Through careful consideration of the pedestrian and bicyclist experience, transit connections, traffic calming measures, and structured and below-grade parking facilities, the project encourages pedestrian and bicycle use. The bicycle network provides important links to neighboring communities with a variety of bike facilities, offering choices for cyclists of all ages. These facilities are integral to the unique character of the Willow Village. Please refer to the Neighborhood and Site Connectivity and Transportation Strategy sections for a complete description regarding vehicular access, transit, pedestrian circulation and bicycle connectivity.

2. Street Typologies

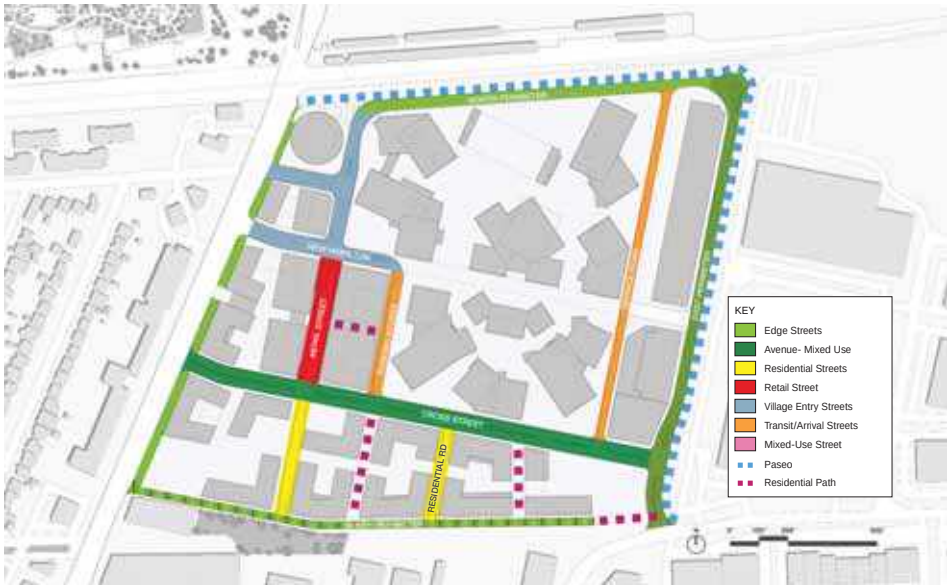
Willow Village include complementary street typologies that create a variety of different experiences for visitors, residents and employees. These varied street types facilitate different speeds of moving, from an afternoon stroll to a morning bicycle ride to work. Streets and paseos conform to the intent of the *ConnectMenlo* Circulation element. Every opportunity will be taken in the public realm to create moments that support varied social interactions. Consistent street trees provide scale and shade to the pedestrian zones. Furnishings, lighting, and street plantings further define and enhance each of the streets. Stormwater gardens that have aesthetic value both as small urban gardens and ecological value as stormwater treatment facilities provide a fine grain to the street network as places for people.

Retail Street: The Retail Street is defined by generous sidewalks with ample space for street life and outdoor retail uses, distinctive street trees, furnishings and special paving treatments. On-street parking is provided to support the retail program.

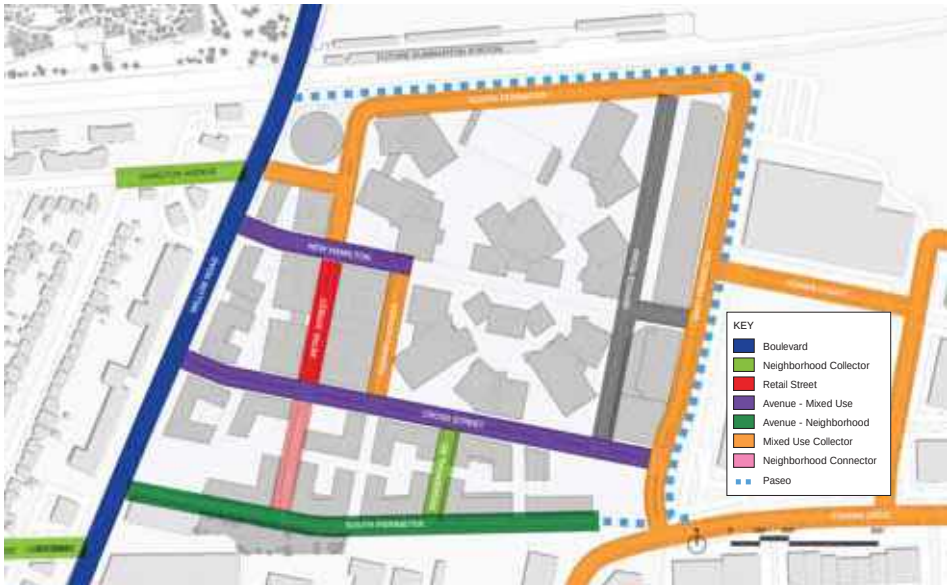
Edge Streets: Each edge of Willlow Village is defined by a specific street type that is unique to the adjacent uses and conditions. The Willow Road frontage is improved to provide expanded pedestrian and bicycle access and landscape areas. The east edge includes a generous paseo with a multi-use path, seating areas and landscape improvements. The north edge also includes a landscape buffer and multi-use path to provide a continuous loop around the site. The south edge is defined by a well scaled tree lined residential street and a landscape buffer that provides a transition to the Hetch Hetchy corridor.

Boulevard: As one of the primary access points to the site and the parking structures, Cross Street is envisioned as a tree lined boulevard with a central median that scales the street down and provides central refuge at crossings.

Urban Design - Street Typology



Menlo Park Street Classification



Village Entry Streets: Entry streets provide access to the Village from Willow Road and include bicycle facilities and generous sidewalks with ample space for street trees and stormwater gardens.

Residential Streets: These connections are more intimate and residential in scale and use. A limited amount of on-street parking is provided. Bulb-outs allow for sidewalk gathering spaces and the integration of stormwater gardens and street trees. Pathways and mews are incorporated within the residential blocks.

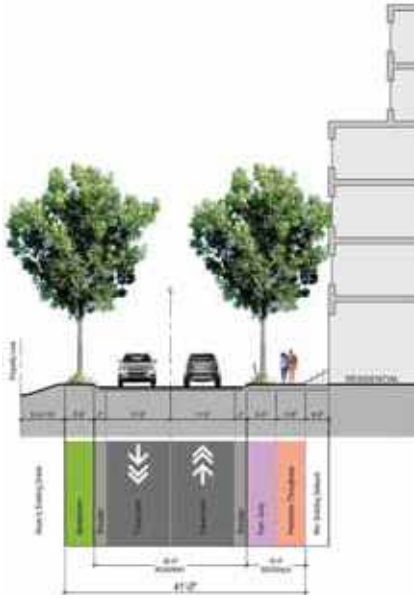
Transit and Arrival Streets: These streets provide access to the Mixed Use and Campus Districts, and are designed to accommodate transit access, drop-off and service functions. They are envisioned as places for arrival and orientation.

Typical sections for each of the street types are included on the following pages. These will be further developed refined as part of the design process.

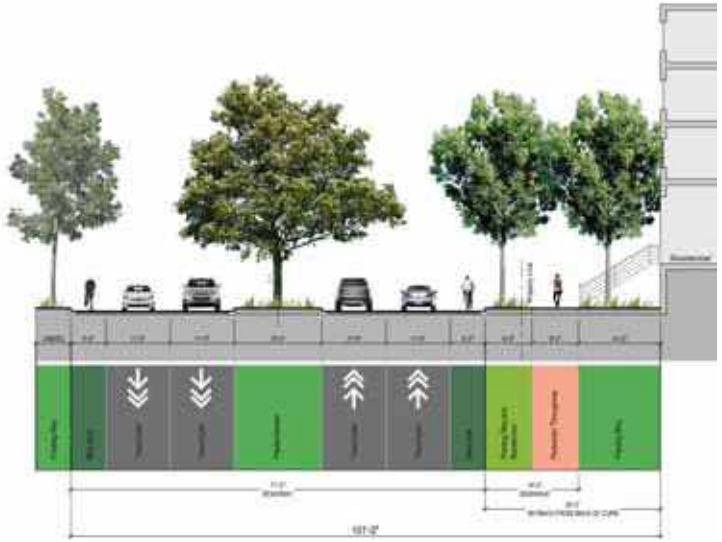
3. Retail Street

3.1 Main Street - Retail Street

4. Edge Streets

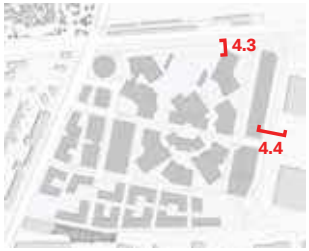


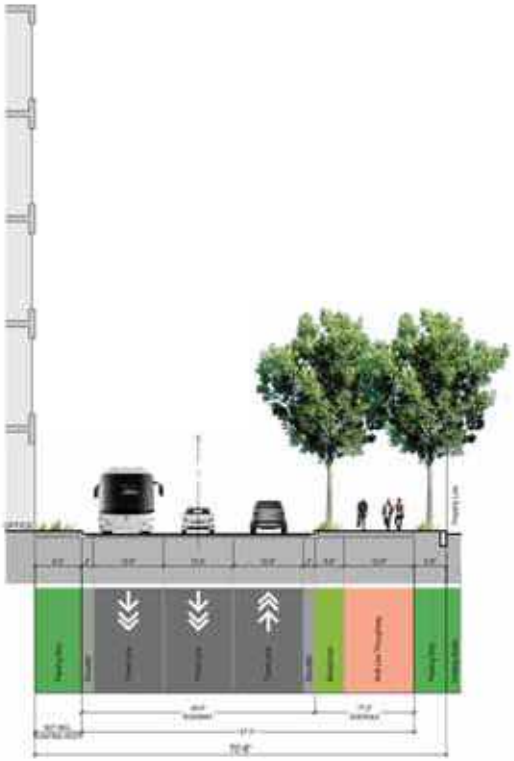
4.1 Southern Perimeter



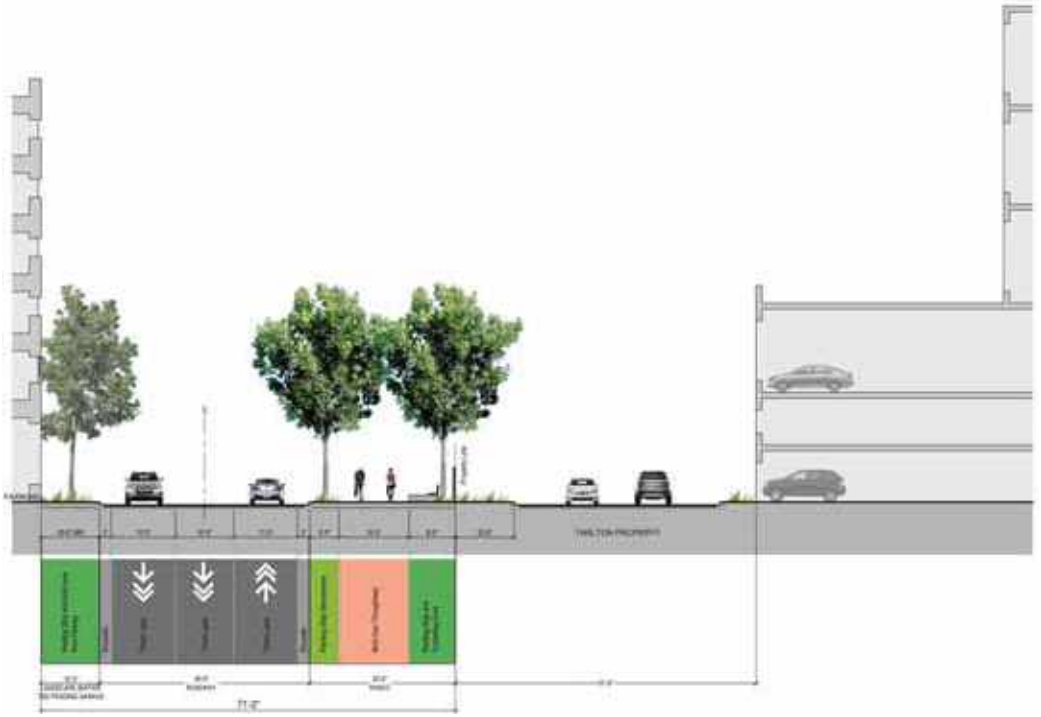
4.2 Willow Road

4. Edge Streets - Continued



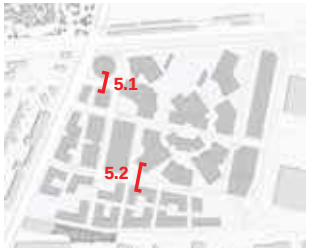


4.3 North Perimeter



4.4 East Perimeter

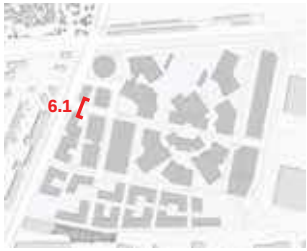
5. Village Entry Street and Cross Street

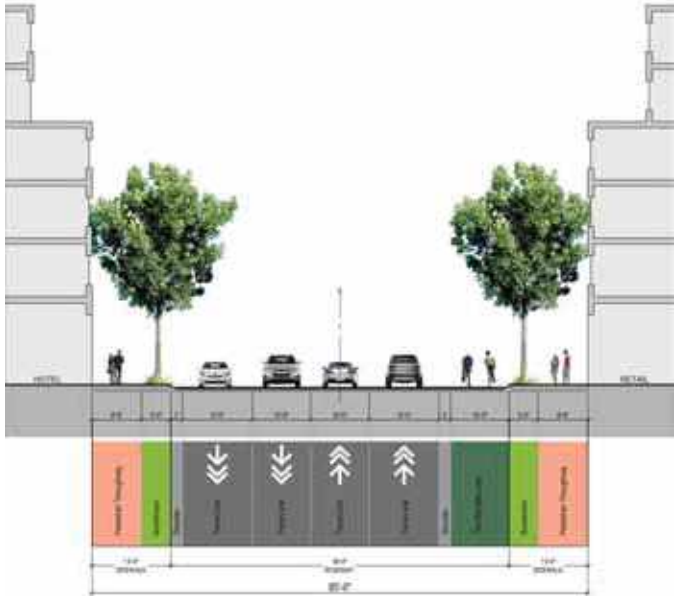


5.1 Village Entry Street

5.2 Cross Street

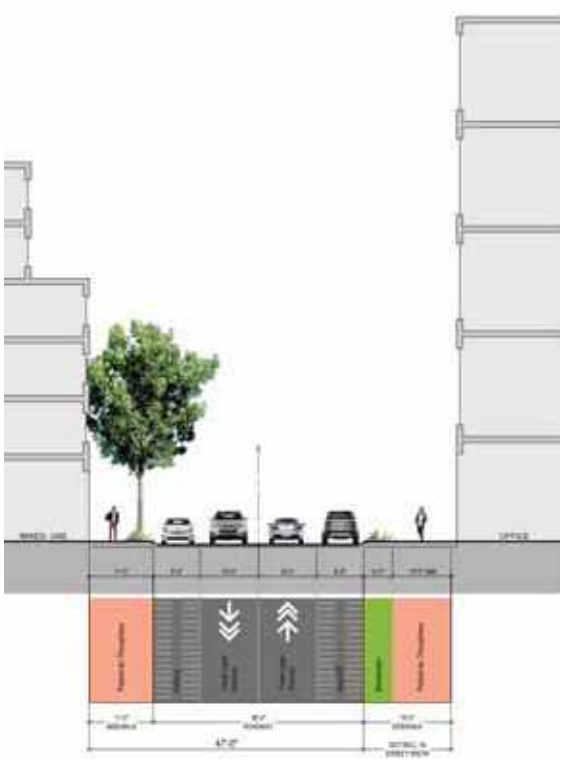
6. New Hamilton



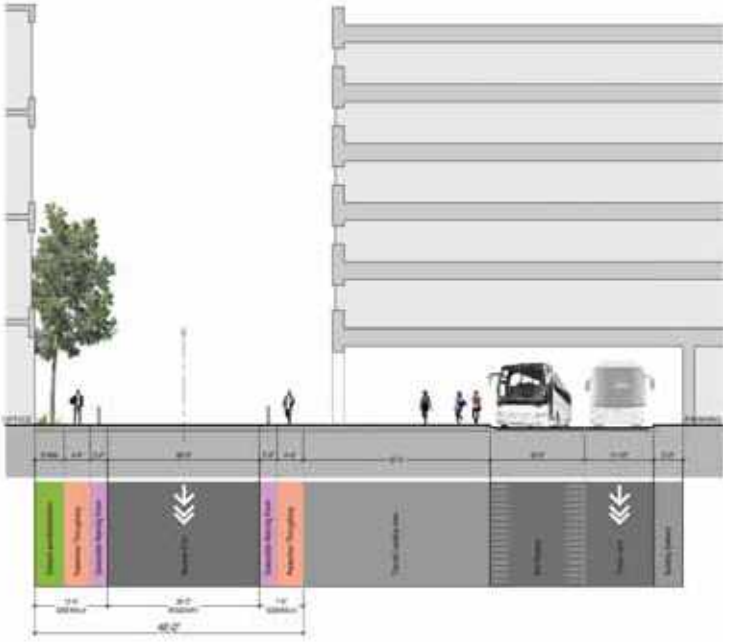


6.1 New Hamilton Entry

7. Transit Streets

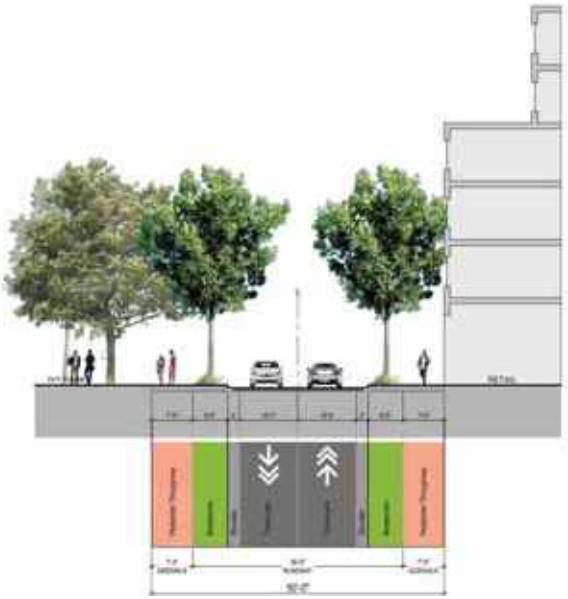


7.1 Parking Access

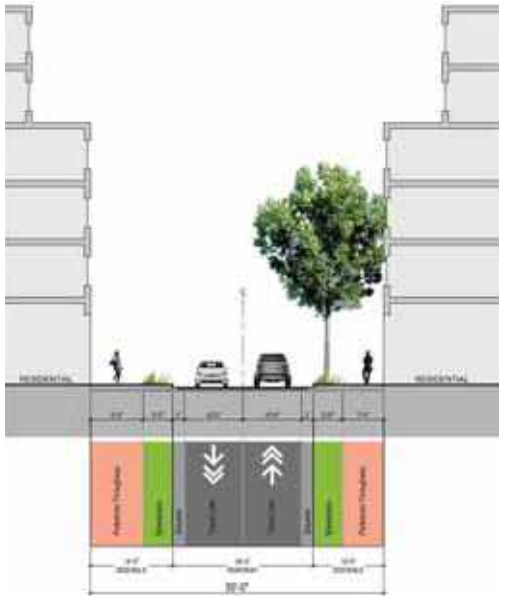


7.2 Service Road

8. Residential Streets



8.1 Main Street - Residential Stretch



8.2 Residential Road

H. Landscape, Trees and Stormwater Management

1. Water Efficient and Biodiverse Landscape

The proposed landscape would include native and adapted species designed to create a biodiverse and water efficient environment, consistent with water conservation requirements and Bay-friendly landscape principles. Inspired by Mediterranean regions around the world and adapted to the local climate, unique botanic gardens would be placed throughout the Willow Village, bringing a variety of textures and colors to the Mixed-Use and Campus Districts. The use of lawns would be limited to functional areas where recreational programs would support active use.

2. Urban Forest and Heritage Trees

Urban forests offer diverse environmental benefits that include wind buffering, stormwater management, wildlife habitat, carbon sequestration, and reductions in heat island effect. The Willow Village would include a robust planting of native and adapted trees to create a resilient urban forest with high long-term value. It is anticipated that all trees would be removed and no heritage trees would remain. However, heritage trees that are in good health (as determined by a certified arborist) would be replaced at a ratio of 2:1; heritage trees with fair or poor health, or dead heritage trees, would be replaced at a ratio of 1:1.

3. Stormwater Management

As part of an integrated approach to stormwater management consistent with City and San Mateo County requirements, the proposed streetscape parks and open spaces would include best management practices to reduce and treat stormwater runoff and significantly increase the amount of pervious landscaped area compared to existing conditions. Pervious paving, stormwater gardens, bioretention areas, flow through planters and other measures will be integrated within the design of the streets and parks to create functional, aesthetically pleasing facilities. These treatment areas would receive stormwater runoff that has been diverted from impervious surfaces associated with roof and site level surfaces. The natural areas would be planted with a wide variety of native species, with a focus on habitat and stormwater treatment functions.

Willow Village Tree Canopy

I. Transportation Strategy

1. Existing Conditions

Existing transportation systems in and around Menlo Park are heavily taxed by local and regional travel, including "cut-through" traffic that accounts for as much as 80% of the cars on local roads. Congestion is a product of the prosperity of the region and decades of ineffective regional land use planning and inadequate investment in regional transit infrastructure.

Every morning, thousands of single occupant vehicles proceed from residential neighborhoods throughout the Bay Area to work in the mid-Peninsula. Many from the north and south use Highway 101, and others from the East Bay arrive via the Dumbarton Bridge. Workers on fixed work schedules and even those able to flex their travel times experience congestion over several hours each morning on 101, the Dumbarton Bridge, and three primary surface roads in East Palo Alto and Menlo Park: University Avenue, Willow Road, and Marsh Road. From these connectors, the workers move from the Dumbarton Bridge north and south via Highway 101, Highway 280, El Camino Real, or various local tributaries to central Peninsula communities. Alternative routes are equally congested, as the Bay Bridge and the San Mateo Bridge offer no relief from traffic. In the evening, the traffic flow is reversed, leading to similar congestion in the opposite direction.

There is limited regional transit available to the Bayfront Area. Dumbarton Express bus service operates between the East Bay, Menlo Park, and Palo Alto. However, this service must use the same roadways as passenger vehicles so it is subject to the congestion that reduces it viability. Caltrain is located several miles away from the Bayfront Area and is approaching its capacity even with planned system improvements like electrification. New investments are being made in other regional transit systems, including BART, Capitol Corridor and ACE in the East Bay, but there are no direct connections from these systems to the Bayfront Area.

Facebook supports sustainable transportation planning and proposes a multi-tiered and phased strategy to minimize impacts on mobility and catalyze the introduction of transit into the Bayfront Area. Facebook has demonstrated its commitment to a multimodal transportation system in Menlo Park, and is committed to continuing its industry-leading transportation program which includes an extensive commuter bus and shuttle system along with an array of other transportation demand management (TDM) strategies that promote carpooling, vanpooling, and bicycling. As a result, only about 50% of Facebook's employees drive alone to its Menlo Park locations, which is among the most effective programs in the nation for campuses in similar settings.

Facebook understands that to implement the Willow Village Master Plan, more will need to be done to improve mobility in the Bayfront Area. Facebook is supporting several regional transportation projects, including the US 101 high-occupancy vehicle (HOV) lane project and reactivation of the Dumbarton Rail Corridor, which are designed to improve transit service to provide alternative modes of travel to and through the Bayfront Area and reduce the number of passenger vehicles on the roadways.

2. A Phased Approach to Transportation Planning

The Willow Village Master Plan proposes to build on Facebook's current efforts through strategies that expand effective transportation options, increase incentives, add significant new commute travel options, and improve connectivity and amenities for walking, cycling, and public transit travel options. The objective is to minimize the net impact on local and regional roads and provide robust community transportation benefits that Facebook is in a position to deliver, in cooperation with local communities and regional agencies. In addition, Facebook is furthering its commitment to advancing several important regional transportation efforts that will benefit the City of Menlo Park, other local communities, and the region as a whole.

The Willow Village transportation strategy will be implemented in phases over time, with the first phase focused on those strategies Facebook can independently implement, maintain, and monitor. Strategies will be developed in concert with the City and could include further reduction in its vehicle trip generation rate, improved bicycle and pedestrian connections, shuttle program enhancements, systematic parking management on Facebook campuses, trip internalization with provision of on-campus housing, and the provision of retail uses and services to reduce travel by the surrounding community and the campus. If feasible, providing housing on-site that is available to Facebook employees and local workers could further reduce vehicular traffic by allowing workers to walk to work.

These transportation and land use strategies can effectively shift campus travel from autos using the regional roadways to on-site walking and cycling. When combined with improvements to local pedestrian and bicycling facilities, and other transportation improvements in Belle Haven and East Palo Alto neighborhoods, there are opportunities to reduce the congestion and other impacts in these communities.

While relatively isolated from existing transit, cycling, and pedestrian infrastructure, Facebook's Menlo Park campus is at the crossroads of the region's most significant opportunities for multi-modal transportation network transformations. These opportunities include adding express lanes to US 101 in San Mateo County to accommodate transit and high-occupancy vehicles, and transit service in the Dumbarton transbay corridor. Facebook understands that these initiatives will require collaboration and support from a broader coalition of public agencies and stakeholders, and is committed to taking a leadership role to introduce and integrate regional transit into the Bayfront Area.

That is why the Willow Master Plan includes space for on-site connections to future transit facilities adjacent to the Dumbarton Corridor.

Facebook also plans to undertake a long-range transportation plan that will support the proposed Campus District as well as its existing campus sites in Menlo Park. An integrated transportation and land use strategy will allow Facebook to fashion complementary commute and site planning programs that will mitigate the effects of the proposed new development as it is built out in phases over time.

Facebook alone cannot solve all of the future transportation needs of the Bayfront Area, but it is committed to investing in strategic local and regional transportation opportunities designed to reduce transportation impacts through expanded transportation programs and improvements. These investments will serve Facebook workers' travel needs and help alleviate local and regional travel conditions in the community at large.

J. Sustainability Strategy

The proposed Willow Village project is designed with a holistic approach to sustainability. Strategic system design decisions have been made at both the site and building levels to minimize energy and water consumption, provide useful open space and site features, as well as enhance mobility and connectivity to fulfill Facebook's goals of creating a green, sustainable neighborhood center, and a healthy workplace for its employees. The ambitious environmental goals for this project build on previous green building projects developed at Facebook's adjacent Menlo Park offices, while taking advantage of opportunities that arise from an integrated mixed-use and office development.

Sustainability measures that are currently being contemplated include:

- High performance building envelopes and massing for the office component to maximize daylight, natural ventilation potential, and minimize peak solar loads.
- Maximizing on-site electricity generation by including up to 14.2 MW of PV solar arrays on top of the office, residential buildings, and parking structures, as well as a microgrid for synchronized supply and demand of on-site generated electricity.
- High performance decoupled HVAC systems that are capable of reducing heating, cooling and ventilating energy use.
- Natural ventilation and mixed mode or passive systems for residential buildings.
- Transportation-related improvements including car sharing, alternative low-carbon transportation, on-site electrical storage and vehicle charging, and other large scale infrastructure.
- On-Site Wastewater Treatment Plant to meet aggressive water reduction targets, and potentially allow for the supply of reclaimed water to adjacent communities.

Water

Water use in Northern California, although not carbon intensive, is an important environmental issue because of the region's susceptibility to drought conditions and its dependence on limited imported water resources from the Sierra Nevada range. A major focus of California state water agencies in recent years has been to encourage regional water districts to reduce reliance on the state's surface water project deliveries, which are increasingly vulnerable to climate change, by boosting local water supplies, reuse, and conservation measures. An innovative approach to water conservation is therefore a top priority for the Willow Village.

Facebook has established 'Zero Water Waste' as an aspirational goal for the Willow Village project. Zero Water Waste describes a condition where no potable water is used for non-potable uses. A project-wide water reuse system offers the most efficient means of minimizing sitewide potable water use for the project, given its large scale and unique mix of program types (i.e., residential/mixed-use and office). SIte waste water collection, treatment and reuse infrastructure has a key advantage of being able to fully align the supply and demands from various water sources and thereby maximize potable water reducing opportunities. While providing a non-potable water system is required by the City of Menlo Park, the project intends to surpass code minimum requirements by providing a project-wide blackwater treatment system.

Conservation measures such as low flow fixtures and HVAC systems that reduce mechanical water use will be included in the project design to ensure efficient use of water resources. Additionally, the landscape plant palette and irrigation system will be selected in accordance with the California Model Water Efficient Landscape Ordinance, which establishes criteria for the development of low water use landscapes.

The project will pursue the development of a centralized project-wide wastewater treatment facility to provide on-site recycled water for flushing, irrigation, and mechanical cooling tower use. Based on preliminary analysis, a combination of efficiency measures and the water reuse system will reduce potable water consumption for the project by 50% from a calculated baseline water budget, exceeding the 30% reduction required by the City's zoning ordinances for the R-MU and O-B districts. The proposed water reuse system will also enable the project to achieve all LEED v4 Water Efficiency points, exceeding these ambitious water use reduction benchmarks.

Energy

Facebook has established aggressive energy performance targets for the Willow Village, furthering its commitment to project sustainability. The Willow Village Master Plan will take an integrated approach in tackling the energy use of the buildings, with a focus on load reduction through passive strategies, strategic system selections that leverage sitewide energy balances, and investments in future-ready renewable energy technologies.

To maximize energy efficiency, the building architecture will first be optimized to mitigate solar loads, facilitate passive conditioning, and provide usable daylight. Architectural parameters such as building orientation, envelope, massing, and daylighting are optimized at both the masterplan and building scale to reduce demand on electric lighting and space conditioning systems. High performance mechanical system selections will further reduce building energy consumption. Decoupled ventilation and conditioning systems will dramatically reduce fan energy by limiting air supply to code-required ventilation rates. Efficient hydronic space conditioning systems will be utilized to meet sensible cooling loads. Site energy analysis continues to inform the site mechanical systems design. Facebook is currently exploring opportunities for a centralized energy plant that will take advantage of site energy balances unique to the diverse campus program.

The Willow Village Master Plan will meet or exceed California Title 24 Building Energy Efficiency Standards through this comprehensive approach to high performance design. Additionally, in accordance with the City's zoning standards, an On-Site Renewable Energy Feasibility Study will be conducted to quantify available area for on-site photovoltaic deployment. A minimum of 30% of the maximum feasible on-site energy generation deployment determined by this study will be installed. This level of investment in on-site PV will exceed the LEED v4 benchmark for renewable energy production. Facebook is also exploring ways to optimize the use of on-site PV through integration with a potential campus microgrid and battery storage, which could further reduce energy losses and dependence on the utility grid.

Ultimately, the project aims to offset 100% of energy demand through a combination of on-site generation and/or purchasing of renewable electricity or certified renewable energy credits. The portfolio of Willow Village buildings will also be enrolled in the EPA Energy Star Portfolio Manager for future tracking of project energy and water consumption. Finally, to maximize the benefit of campus distributed renewable energy resources, Facebook is exploring opportunities for energy storage that will serve to improve energy resilience and grid interconnection with PG&E.

Passive Building Design

Characteristics of the building architecture such as massing, orientation, ceiling heights, and floor plate depths have important thermal and daylight consequences. They shape user experience, impact well-being and productivity, as well as reduce building energy use. From the early design phases of the project, the Willow Village Master Plan layout has been shaped by passive design principles.

Building orientation will be refined to enable effective solar control, which is essential for reducing cooling energy use and providing a comfortable interior environment for occupants. Façade design measures such as exterior shading and glazing treatments will be designed to provide access to daylight while preventing heat gain and visual discomfort caused by direct solar exposure.

Daylight access is a key passive strategy for the project, improving occupant satisfaction and productivity while reducing reliance on electric lighting during daytime hours. Minimum floor-to-ceiling heights for commercial and residential buildings will be set to improve daylight penetration into the floor plates. For the commercial buildings, a target has been established to achieve useful daylight illuminance (300-300 lux) for greater than 50% of occupied hours across 60% of the floor plate. Atria, clerestory windows, and building adjacencies will be designed to meet this goal. For the residential buildings, floor plate widths will be limited to maximize useful daylight illuminance. Narrow floorplates will enable opportunities for passive natural ventilation cooling for the residential buildings.

While daylight availability is an important driver of passive design, glazing area and envelope construction assemblies will also be optimized for thermal performance, as minimizing space conditioning energy use is an imperative efficiency measure. An average window-to-wall ratio of 40% has been targeted, to be distributed as necessary across the various building orientations.

Open Space, Landscape and Bird-Friendly Design

Open space is a core component of the Master Plan design. At a minimum, 25% of the total site area will be reserved as open space, exceeding the standards required under the City's zoning standards. The final design aspires to exceed the LEED v4 open space criteria, which establishes 30% of total site area as a benchmark. For the residential components of the project, at least 100 square feet of common open space will be provided for each unit.

In addition to serving as recreation space for residents and employees, the site landscape will be designed to mitigate stormwater runoff, enhance the local ecology, as well as reduce the heat island effect caused by urbanization. Low-impact development strategies will be deployed as part of the landscape to improve on-site stormwater quality and peak flow runoff rates. Roof rainwater collection and reuse is also being considered as an aspirational strategy.

Native and adapted plants with low irrigation water demands will comprise the landscape vegetation palette, reducing outdoor water use and restoring habitats for regional fauna. Landscape coverage and hardscape material selection will limit the heat island effect, while an energy efficient site lighting design will reduce exterior light pollution. These measures will contribute to preserving natural microclimates and night sky cover. Finally, bird friendly glazing strategies will be included throughout the development to avoid negative impacts on local and migrating bird populations. Measures like bird friendly glass, occupancy controls for non-emergency lighting, and avoidance of glass skyways in the design will also help to prevent bird fatalities.

Transportation

The project site design and transportation program will be designed at a LEED v4 Gold certification level, with measures to meet or exceed criteria established by the Menlo Park General Plan and zoning standards. The Master Plan design provides extensive public streets, open space, as well as paseos for pedestrian, bicycle, and vehicle connections that support circulation through the program and adjacent parts of Menlo Park. Bicycle circulation, a key means of mobility between Facebook campus buildings, will be prioritized through designated routes as well as extensive short and long-term bicycle parking that exceeds the LEED v4 Bicycle Facilities credit requirements.

The eventual electrification of Facebook's transportation demands is a key element of the company's goal of dramatically cutting carbon emissions. In upcoming years, Facebook anticipates converting gas / diesel-powered commuter buses to electric shuttles and encouraging an increased use of electric vehicles by employees. Electric vehicle chargers will also be provided based on code requirements, meeting LEED v4 Gold criteria. By including additional photovoltaics and batteries to store electricity, the energy demand of buildings and vehicles can be balanced with energy produced by renewable source at the same time, so that the amount of electricity fed back to the grid is minimized.

Construction

Construction-related impacts for the Willow Village will be mitigated in accordance with environmental quality regulations. A target diversion rate of 90% will be set for construction waste diversion from the site, meeting the CIty standards and exceeding the LEED v4 construction waste management benchmark. Additionally, construction activity will be closely monitored, and measures undertaken to manage any negative impacts to on-site workers, employees, visitors, and residents. A Construction Indoor Air Quality Plan will be developed and implemented to promote the well-being of construction workers and future occupants within the buildings as the Project is developed over time.

Waste Management

Facebook will develop a zero-waste management plan for submission to the City, describing the project approach to maximizing waste diversion during the demolition, construction, and occupancy phases of the project. As described previously, waste associated with project construction will be diverted from landfill at a target rate of 90%. Existing Facebook standards require recycling and compost collection as well as monthly tracking of waste generation and diversion profiles. These programs will be implemented in the operations and maintenance of the new Willow Village buildings as part of the zero-waste management plan.

Materials & Environmental Quality

Indoor pollutant source control measures, MERV 13 air filtration, and CO2 monitoring are all required as part of Facebook's Global Facilities Sustainability Standard and will be deployed in Willow Village buildings to maintain indoor air quality. Low-emitting materials will be required for interior paints, coatings, sealants, adhesives, finishes, and flooring, aligning with the CALGreen standard to prevent occupant exposure to chemicals. In addition, Facebook has developed an ambitious healthy and sustainable materials program that exceeds even advanced CALGreen Tier 2 criteria. For example, formaldehyde must be fully eliminated from all composite wood products, and halogenated flame retardants must be fully eliminated from insulation products. This rigorous approach to material chemical ingredient screening will be applied to the Willow Village project. The project will also seek opportunities to innovate with the LEED v4 Materials credits, which establish criteria for material life cycle optimization as well as environmental and health disclosure from manufacturers.

Benchmarking

Facebook is committed to developing a LEED v4 Gold certified or equivalent project, with a combination of building and sitewide strategies contributing to overall project sustainability. In addition, Facebook is exploring opportunities to pilot other certification systems to further advance and benchmark progress toward the company's environmental, health, and wellness goals.

K. Infrastructure

In order to accommodate redevelopment of the site and comply with City standards, new infrastructure including a new roadway network as well as utility equipment and distribution systems, will need to be installed.

Water System: A 10-inch Menlo Park Municipal Water District water main currently loops within the project site and provides fire and domestic water service to all existing buildings. Water connections are located at Willow Road, Adams Court, and across the SFPUC Hetch Hetchy Parcel at the south east corner of the site. Relocation of the City mains and connections will be provided through the site as part of the new development. The mixed-use and residential development will connect directly to the new City infrastructure, while the office buildings and structured parking will connect to the City system via master meters with separate domestic and fire systems.

A private recycled water system will be built throughout the site, supplied from the on-site wastewater treatment and reuse system.

Sewer System: The existing sewer system conveys sewage from all buildings via ejector pumps and a local lift station to the West Bay Sanitary District sewer main in Hamilton Avenue.

A private on-site sewer system would convey sewage from all buildings via lift stations to the on-site wastewater treatment and reuse system. The proposed on-site wastewater treament and reuse system will treat wastewater to State Water Resources Control Board Title 22 Unrestricted Use standards. Sewage that is not treated by this system will be conveyed to the West Bay Sanitary District sewer main in Hamilton Avenue.

Storm Drain System: The existing storm drain system drains the entire site via gravity to the City of Menlo Park main in Willow Road.

As part of the project, a private on-site storm drain system would be built to convey runoff from all buildings and site areas via gravity to the existing City main in Willow Road.

The project will also comply with San Mateo County C.3 requirements as required by NPDES. Site runoff will be managed by a combination of low-impact development strategies including bioretention areas and flow-through planters, and possibly rain water harvesting and/or pervious paving.

An existing City of Menlo Park maintained open channel running along the south perimeter of the property will be replaced by a new underground storm drain. This storm drain will discharge into an existing 48-inch storm drain running off site along the eastern property line.

Grading and Earthwork: Earthwork for the overall buildout will require net import.

Site grading will conform to existing grades at the edge conditions along the site boundary.

Site grading will meet all accessibility standards per California Building Code.

New occupied building space be wet flood-proofed and raised to a minimum of 2-ft above the FEMA 100-year floodplain per City requirements.

VIII. Proposed Phasing

The project is proposed as a master plan which would be developed continuously over 5 years. The proposed phasing and anticipated occupation strategy described below was developed with the following principles in mind:

- Addressing infrastructure (utilities and streets) build-out first, in recognition of the need to raise the interior of the site approximately 4-5 feet in order to comply with the *ConnectMenlo* requirements for sea-level rise as well as FEMA's risk management guidelines;
- Prioritizing delivery of critical community services (grocery store, retail, housing) as part of the first phase;
- Staggering the anticipated occupancy of mixed-use and office components over a three-year period, with delivery of approximately 500 units of housing and approximately 500,000-600,000 SF of office uses each year. The intent is to provide a balanced delivery of housing, open space and office space over time, while accounting for the need to phase delivery of housing to ensure a successful leasing strategy that takes into account constraints on unit absorption (i.e., the number of units that can feasibly be leased and moved into within a given period of time);
- Construction of the office buildings (core and shell) and associated sitework is contemplated to be executed as a single mobilization by the general contractor. The construction of the tenant improvements is contemplated to be executed in a phased manner that aligns with the proposed schedule of anticipated occupancy of the office buildings.

An illustrative description of a preliminary phasing plan informed by these considerations is provided at right.

Anticipated Occupancy

Anticipated Occupancy	Bldg No	Approx Office (SQF)	%	Residential Units (Approx)	%	Approx. Retail (SQF)	%	Approx. Hotel / Cultural (SQF)	%
Total		1,750,000		1,500		126,500		170,000	
2021	MU1.1, MU1.2, MU1.3, MU2, O1, O3, O6	564,000	32%	500	33%	90,000	71%		
2022	MU3.1, MU3.2, MU3.3, MU4.1, MU4.2 O2, O4, O5	563,000	32%	500	33%	26,500	21%		
2023	MU4.3, MU4.4, MU5.1, MU5.2, O7, O8, O9	623,000	36%	500	33%				
2025	Hotel					10,000	8%	130,000	76%
2025	Cultural Visitor Ctr							40,000	24%

Anticipated Occupancy: 2021

The first anticipated occupancy stage would consist of:

- Residential development on MU1 & MU2 lots, providing approximately 500 units
- Main Street, including approximately 90,000 sf of retail, including grocery, pharmacy and neighborhood amenity uses
- Office buildings 1, 3, and 6, which amount to approx. 564,000 sf of office space
- Office parking structure on the eastern edge of the site, consisting of approximately 3000 spaces
- Approx. 1,000 parking spaces for residential and retail

Anticipated Occupancy: 2022

The second occupancy stage would consist of:

- Complete development of lot MU3, as well as residential buildings MU4.1 and MU4.2, with an approximate total of 564,000 sf - providing 500 more units and 600 more parking spaces
- Opening to the public of Retail Plaza, Retail Park, and Ivy Park
- An additional 26,500 sf of retail (in MU3 and MU4)
- Office buildings 2, 4, and 5, with a total of approximately 563,000 sf of office space

Anticipated Occupancy: 2023

The third anticipated occupancy stage would consist of:

- Residential development of buildings MU4.3 and 4.4, as well as complete MU5 lot, with an approximate total of 581,000 sf - providing 500 more units with 540 parking spaces
- Completion of O'Brien Park
- Office buildings 7,8, and 9 would complete the Office Campus's north edge and add approximately 623,000 sf of office space

Anticipated Occupancy: 2025

The last occupancy stage would consist of:

- Completion of the 200-key hotel (H1), which amounts to approximately 130,000 sf, and includes about 10,000 sf of retail space on its ground floor
- Cultural/Visitors Center and the completion of Dumbarton Plaza

X. Project Approvals

A. City Approvals

Facebook anticipates that the following approvals by the City would be required:

- **Conditional Development Permit (CDP)**. A CDP would be required to permit a master planned project with bonus level development. The Project Sponsor also anticipates developing a set of detailed design guidelines that would be appended to the CDP to facilitate streamlined review/ permitting for future phases (mixed-use, open space, and public realm).
- **Development Agreement.** The Project Sponsor proposes to enter into a Development Agreement with the City to create vested rights in project approvals, address implementation of the proposed design and infrastructure improvements in the project area, and specify benefits to the City. The Development Agreement would require approval by the City Council.
- **Design Review.** Facebook anticipates seeking design review for the first phase of the project concurrently with approval of the CDP and Development Agreement.
- **Major Subdivision.** A final map is likely required to adjust the existing lot lines and create separate parcels for the various residential, mixed-use, and commercial components of the project.
- **Heritage Tree Removal Permit.** A tree removal permit would be required for each heritage tree proposed for removal per Municipal Code Section 13.24.040.
- **Below Market Rate (BMR) Housing Agreement.** Approval of a BMR Agreement would be required by the City Council.
- **General Plan Amendment.** Modifications to the City's zoning map and streets classification diagram in the Circulation Element would be required to reflect different locations for new street connections, but no text or other changes to the General Plan are anticipated.

B. Review/Approvals by Responsible Agencies

Consultation, review, or approval by the following agencies may also be required for the project to proceed:

- California Department of Transportation (Caltrans)
- California Regional Water Quality Control Board (RWQCB)/San Mateo Countywide Water Pollution Prevention Program
- West Bay Sanitary District
- Bay Area Air Quality Management District (BAAQMD)
- City/County Association of Governments (C/CAG)
- Department of Toxic Substances Control (DTSC)
- San Mateo County Environmental Health Division
- Native American Heritage Commission

XI. About the Team

Adamson Associates: Adamson Associates, Inc. is the Los Angeles office of Adamson Associates Architects, one of North America's leading architectural practices. The firm offers a full range of architectural, planning, interior and urban design services to a wide range of clients, in both the private and public sectors. Adamson's portfolio encompasses projects in virtually every market sector — commercial; cultural; hotel and residential; justice; colleges and universities; hospitals and healthcare; airports and transportation centers; and large-scale, mixed-use development sites. Acting as the Executive Architect or Architect of Record, Adamson has worked with some of the world's most acclaimed architects on several iconic projects across the globe including World Financial Center in New York; Canary Wharf in London; and Kuala Lumpur City Centre in Malaysia. Through work on these complex projects and others, the firm became a respected authority on urban design, architecture and building technology.

Arent Fox: Founded in 1942, Arent Fox is an internationally recognized law firm in core practice areas where business and government intersect. The firm's California land use practice secures land use entitlements for some of the most complex and controversial development projects in the State by helping clients navigate local, state, and federal land use laws and regulations, including the California Environmental Quality Act, the National Environmental Protection Act, State Planning and Zoning Laws, and the Subdivision Map Act. The firm is experienced in all types of land use projects, including state of the art offices, mixed-use, infill, hotels and resorts, residential, and corporate campuses. The practice focuses on building strategies from the ground up that are designed to work in partnership with clients and affected communities, providing insight into the context surrounding complex projects, and assembling exemplary consultant teams. Recent representative projects include Facebook's Headquarters, Menlo Gateway, NEMA in San Francisco, the San Francisco Merchandise Mart, and Burlingame Point.

Atelier Ten: Atelier Ten is a collaborative, interdisciplinary, and innovative firm comprised of environmental design consultants and lighting designers who are dedicated to designing sustainable built environments. Founded in 1990, Atelier Ten develops well-integrated buildings with simple systems that work with natural laws of physics to increase well-being, reduce energy consumption, and contribute back to the greater environment. A designated LEED® Proven Provider™ by the Green Building Certification Institute (GBCI) and the San Francisco Department of the Environment's Green Building Technical Consultant, the firm has extensive experience working on large-scale projects and commercial developments across the world, including over 100 projects in California, of which 80 are located in the Bay Area. Representative projects include the LEED Platinum and Net Zero Energy J. Craig Venter Institute in Southern California, the LEED Platinum targeted Uber Headquarters in San Francisco's Mission Bay, and the LEED Gold targeted Nvidia Headquarters in Santa Clara.

Basin Research Associates, Inc.: Founded in 1977, Basin is comprised of anthropologists, archaeologists, and research scientists who assist with cultural resource evaluation and regulatory compliance. Basin works with federal, state and local agencies, and environmental consulting firms to conduct cultural resources research, field investigations, and analyses responding to the mandates of the National Environmental Policy Act, the California Environmental Quality Act , and local historic preservation requirements. Basin is a certified California SBE, 50% woman owned, and a member of the American Cultural Resources Association as well as other professional groups. Representative projects include the San Francisco Public Utilities Commission's Water Improvement System Project, and various projects throughout the Southwestern United States for the U.S. Army Corps of Engineers.

CMG: CMG is a mission-oriented landscape architecture studio working to increase social and ecological well-being through artful design. CMG works on a wide range of initiatives, project scales and types, with the single overarching philosophy of improving communities. With utility and aesthetics as drivers, CMG creates urban landscapes that explore the democracy of public space and ecological function. The firm designs places for people, with attention to the ways in which the built environment shapes human interaction, and how human innovation can foster a thriving natural world. CMG engages communities to develop sustainable, inclusive designs that connect people with each other and their environment. As a result, the firm has earned national recognition and numerous awards for merit in design as well as environmental and social value. Representative projects in the Bay Area include the Treasure Island Master Plan, Mission Rock, and the San Francisco Shipyard.

Fehr & Peers: Since 1985, Fehr & Peers has specialized in providing transportation planning and engineering services to public and private sector clients. The firm is comprised of nationally-recognized experts who provide leading-edge technical skills and extensive knowledge of local communities to deliver comprehensive solutions. In Silicon Valley, Fehr & Peers has provided transportation planning and engineering expertise to many of the best-known companies including Apple, Genentech, Google, Hitachi, Intuit, LinkedIn, Microsoft, Net Apps, Tesla, and VMWare. Fehr & Peers has assisted each of these companies with a range of services, such as campus master planning, building entitlements, and transportation demand management. Fehr & Peers has also been a leader in federal, state and local sustainability planning and environmental mitigation, including best practices for the US Environmental Protection Agency, Federal Highway Administration, California Air Resources Board, California Governor's Office of Planning and Research, and Caltrans. Representative projects in the Bay Area include Hunter's Point, Treasure Island, Santa Clara Square, and Apple Campus II.

Mobility-in-Chain: MiC is an international transportation planning firm based in Milan, Italy, with branch offices in New York City and Moscow. MiC's work focuses on enhancing urban environments through strategic transportation improvements by looking at trends, interpreting behaviors, and challenging constraints. MiC's distinguishing characteristics are its ability to speak the language of transport engineering, and identify solutions that enhance connectivity, accessibility, and quality of life. MiC's scientific and multi-dimensional approach merges transportation with urban planning and design, based on the latest data and sophisticated simulation techniques. MiC has been collaborating with well-known architects, planners and developers on significant projects all over the world, including Moscow's Pedestrian and Bicycle Master Plan 2020, Guadalajara's Creative Digital City, and Somerville's Assembly Row and Union Square.

OMA: OMA is an international partnership practicing architecture, urbanism, and cultural analysis. The Willow Campus masterplan design has been conceived by OMA's New York office and Partner Shohei Shigematsu, whose urban design approach leverages experience with designs for an office tower in Boston's Seaport Innovation District; a high-rise tower in Tokyo that integrates an elevated park and a new transit station; a post- Hurricane Sandy water strategy for Hoboken, New Jersey for an initiative led by the US Department of Housing and Urban Development; a new civic center for Bogota, Colombia; and a 60-acre, mixed-use district in Toronto slated to be the largest transit-oriented development currently planned in North America. The collaboration with Facebook continues the office's engagements with the Bay Area, including a high rise residential tower under construction in the Transbay District and the Central Market Design Charrette conducted in 2014 in coordination with San Francisco's Office of Economic and Workspace Development.

PAE: Founded in 1967, PAE provides an array of services in mechanical and electrical engineering, building analysis, commissioning and technology system design. The firm designs high-performing buildings that keep people comfortable, healthy, and productive inside, while restoring the natural world outside. PAE's holistic approach to designing integrated systems is based on a belief that designers have a responsibility to provide great indoor environments, abundant natural light, and thermal comfort. As a result, occupants are generally happier and more productive. PAE also optimizes for energy performance, water efficiency, indoor environmental quality, and other performance goals to lower life-cycle costs. PAE serves public and private sector clients throughout the western United States and beyond, and is engaged in projects with a combined construction value of more than $3.5 billion. Representative projects include Facebook's MPK 20 and Nike's World Headquarters Expansion.

Ramboll Environ: Ramboll Environ is the global Environment and Health practice of leading engineering, design and consultancy company, Ramboll. The firm provides practical solutions to promote healthy air quality. Its worldwide air quality practice is characterized by the highest level of technical and scientific skills, informed by well-honed business sense. Through the use of complex air quality, meteorological, emissions and statistical models, Ramboll Environ's experts develop sophisticated air quality plans for urban areas. The firm also evaluates the effects of alternative vehicle emissions standards, air quality or emissions trends, and air quality effects of regulation programs and air toxics programs. Representative projects include the Golden State Warriors Stadium, Apple Campus II, and Newhall Ranch.

Sherwood Design Engineers: Sherwood Design Engineers is a full service site civil engineering practice committed to the optimal integration of design, infrastructure, and ecology. The firm specializes in water management strategies, green infrastructure design, and urban projects. Sherwood documents site infrastructure improvements at both a site and district scale. Important to its engineering practice is the ability to span building and landscape. Sherwood works collaboratively with project teams to maximize efficiency through an integrated and ecological approach that results in high performance buildings and landscapes recognized for function as well as aesthetics and user experience. Sherwood's recommendations minimize the consumption of all site resources— carbon, energy, water, and waste. The firm's experience includes innovative projects such as Microsoft Silicon Valley Campus, Google Campus, the Waterfront Development at India Basin, Hudson Yards, Packard Foundation Headquarters, Moscone Center Expansion, and UC Berkeley's Lower Sproul Redevelopment.

WRNS Studio: WRNS Studio is known for working today's most transformative organizations — The Trust for Public Land, Two Sigma, Stanford University, the University of California, Airbnb, Google, and Facebook — to steward their brands with exceptional architecture. Recognized for sustainable, site-specific design at any scale, WRNS has offices in New York, San Francisco, and Honolulu. The firm consistently earns a top ten spot in Architect magazine's annual ranking of firms across sustainability, design, and business, including the #1 spot in 2013. Committed to the idea that parking structures can be beautiful, positive additions to our built environment, WRNS approaches this project type as supportive infrastructure, facilitating the transition from driver to pedestrian and then back again. They are known for integrating architectural, parking, and structural design into the most cost-effective structures possible, while designing and constructing facilities that further the identity of place and sustain themselves as lasting investments of construction.

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ATTACHMENT C

WILLOW VILLAGE MASTER PLAN
EIR SUBMISSION DRAWING LIST

SHEET NUMBER	SHEET TITLE	SCALE (36"X48")	01 EIR 02/08/2018				
ARCHITECTURAL DRAWINGS							
A0	**GENERAL PROJECT INFORMATION**						
A0-00-000	COVER SHEET	NTS	●				
A0-00-100	DRAWING LIST (EIR)	NTS	●				
A0-00-102	PROJECT DATA SHEET	NTS	●				
A0-00-103	EXISTING PARCELS & ZONING AREAS	1/64"=1'-0"	●				
A0-00-104	EXISTING USES	"	●				
A0-00-105	PROPOSED PROGRAM AREAS	"	●				
A0-00-106	ANTICIPATED OCCUPANCY	"	●				
A0-00-107	BUILDING COVERAGE	"	●				
A0-00-108	BUILDING HEIGHT	"	●				
A0-00-109	PARKING	"	●				
A0-00-110	OPEN SPACE	"	●				
A1	**SITE PLANS**						
A1-00-001	EXISTING REGIONAL PLAN	1"=300'	●				
A1-00-002	PROPOSED REGIONAL PLAN	"	●				
A1-00-003	EXISTING SITE PLAN	1/64"=1'-0"	●				
A1-00-004	PROPOSED SITE PLAN	"	●				
A1-00-100	PARTIAL SITE PLAN - ZONE A	1/32"=1'-0"					
A1-00-101	PARTIAL SITE PLAN - ZONE B	"					
A1-00-102	PARTIAL SITE PLAN - ZONE C	"					
A1-00-103	PARTIAL SITE PLAN - ZONE D	"					
A1-00-900	FIRE ACCESS PLAN	1/64"=1'-0"					
A1-00-901	LADDER ACCESS SECTIONS	"					
A1-00-902	TRASH & RECYCLING COLLECTION PLAN	"					
A1-00-903	LOADING DOCK DELIVERY PLAN	"					
A2	**FLOOR PLANS**						
A2-00-001	OVERALL BUILDING PLAN GROUND LEVEL / PARKING	1/64"=1'-0"					
A2-00-002	OVERALL BUILDING PLAN 2ND LEVEL	"					
A2-00-003	OVERALL BUILDING PLAN 3RD LEVEL	"					
A2-00-004	OVERALL BUILDING PLAN 4TH LEVEL	"					
A2-00-005	OVERALL BUILDING PLAN ROOF LEVEL	"					
A2-00-006	OVERALL BUILDING ROOF PLAN / LIGHTING DATA	"	●				
A3	**BUILDING ELEVATIONS AND SECTIONS**						
A3-00-101	OVERALL SITE ELEVATIONS	1/32"=1'-0"					
A3-00-102	OVERALL SITE ELEVATIONS	"					
A3-00-103	OVERALL SITE ELEVATIONS	"					
A3-00-104	OVERALL SITE ELEVATIONS	"					
A3-01-100	EXTERIOR ELEVATIONS BLDG 1	3/32"=1'-0"					
A3-02-100	EXTERIOR ELEVATIONS BLDG 2	"					
A3-03-100	EXTERIOR ELEVATIONS BLDG 3	"					
A3-04-100	EXTERIOR ELEVATIONS BLDG 4	"					
A3-05-100	EXTERIOR ELEVATIONS BLDG 5	"					
A3-06-100	EXTERIOR ELEVATIONS BLDG 6	"					
A3-07-100	EXTERIOR ELEVATIONS BLDG 7	"					
A3-08-100	EXTERIOR ELEVATIONS BLDG 8	"					
A3-09-100	EXTERIOR ELEVATIONS BLDG 9	"					
A3-P1-100	EXTERIOR ELEVATIONS PARKING 1	"					
A3-P2-100	EXTERIOR ELEVATIONS PARKING 2	"					
A3-P3-100	EXTERIOR ELEVATIONS PARKING 3	"					
A3-00-201	OVERALL SITE SECTIONS	1/32"=1'-0"					
A3-00-202	OVERALL SITE SECTIONS	"					
A3-00-203	OVERALL SITE SECTIONS	"					
A3-00-204	OVERALL SITE SECTIONS	"					
A3-01-200	BUILDING SECTIONS BLDG 1	3/32"=1'-0"					
A3-02-200	BUILDING SECTIONS BLDG 2	"					
A3-03-200	BUILDING SECTIONS BLDG 3	"					
A3-04-200	BUILDING SECTIONS BLDG 4	"					
A3-05-200	BUILDING SECTIONS BLDG 5	"					
A3-06-200	BUILDING SECTIONS BLDG 6	"					
A3-07-200	BUILDING SECTIONS BLDG 7	"					
A3-07-200	BUILDING SECTIONS BLDG 8	"					
A3-09-200	BUILDING SECTIONS BLDG 9	"					
A3-P1-200	BUILDING SECTIONS PARKING 1	"					
A3-P2-200	BUILDING SECTIONS PARKING 2	"					
A3-P3-200	BUILDING SECTIONS PARKING 3	"					
A8	**PHOTO SIMULATION**						
A8-00-100	AERIAL REGIONAL SITE VIEW LOCATION	NTS					
A8-00-101	DUMBARTON CORRIDOR VIEW 1	NTS					
A8-00-102	WILLOW ROAD VIEW 2	NTS					
A8-00-103	IVY LOOP / HETCH HETCHY VIEW 3	NTS					
A8-00-104	XX STREET VIEW 4	NTS					
A8-00-105	XX STREET VIEW 5	NTS					
A8-00-106	XX STREET VIEW 6	NTS					
A9	**SHADOW DIAGRAM**						
A9-00-100	SHADOW DIAGRAM	NTS					
A9-00-101	SHADOW DIAGRAM	NTS					

SHEET NUMBER	SHEET TITLE	SCALE (36"X48")	01 EIR 02/08/2018				
CIVIL DRAWINGS							
C1-00-000	CIVIL COVER SHEET	NA					
C1-00-001	EXISTING TOPOGRAPHY	1"=60'	●				
C1-00-020	KEY PLAN	1"=60'					
C1-00-030	DEMOLITION PLAN	1"=60'					
C1-00-100	PHASING PLAN	1"=60'					
C1-00-110	PARCEL MAP	1"=60'	●				
C1-00-200	SITE PLAN	1"=60'	●				
C1-00-300	GRADING AND DRAINAGE PLAN	1"=60'	●				
C1-00-301	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-302	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-303	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-304	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-305	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-306	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-307	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-308	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-309	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-310	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-311	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-312	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-313	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-314	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-315	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-316	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-317	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-318	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-319	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-320	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-321	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-322	GRADING AND DRAINAGE (PLAN AND PROFILES)	1"=20'					
C1-00-330	STREET SECTIONS	1"=20'					
C1-00-400	STORMWATER MANAGEMENT PLAN	1"=60'	●				
C1-00-410	STORMWATER MANAGEMENT DETAILS	NA					
C1-00-500	UTILITY PLAN-OVERALL	1"=60'	●				
C1-00-501	WATER SYSTEM PLAN	1"=60'	●				
C1-00-551	HYDRONICS PLAN	1"=60'	●				
C1-00-601	STORM DRAIN PLAN	1"=60'	●				
C1-00-651	SANITARY SEWER PLAN	1"=60'	●				
C1-00-701	JOINT TRENCH PLAN	1"=60'	●				
C1-00-800	CIVIL DETAILS	NA					
C1-00-900	EROSION CONTROL PLANS/WPCD	1"=60'					
C1-00-910	EROSION CONTROL DETAILS	NA					
TRANSPORTATION / TRAFFIC DRAWINGS							
N1-00-001	PROPOSED REGIONAL VEHICLE ACCESS	1"=300'	●				
N1-00-002	PROPOSED REGIONAL BICYCLE CIRCULATION	"	●				
N1-00-003	CURRENT REGIONAL SHUTTLE BUS ROUTE	"	●				
N1-00-004	PROPOSED REGIONAL SHUTTLE BUS ROUTE	"	●				
N1-00-005	CURRENT REGIONAL TRAM ROUTE	"	●				
N1-00-006	PROPOSED REGIONAL TRAM ROUTE	"	●				
N1-00-007	PROPOSED REGIONAL PEDESTRIAN ROUTE	"	●				
N1-00-008	PROPOSED OVERLAY	1/64"=1'-0"	●				
N1-00-009	PROPOSED INTERNAL VEHICLE ACCESS	"	●				
N1-00-010	PROPOSED BICYCLE CIRCULATION	"	●				
N1-00-011	PROPOSED EMPLOYEE SHUTTLE BUS ROUTE	"	●				
N1-00-012	PROPOSED EMPLOYEE TRAM ROUTE	"	●				
N1-00-013	PROPOSED TRUCK ACCESS	"	●				
N1-00-014	PROPOSED EMERGENCY VEHICLE ACCESS	"	●				
N1-00-015	PROPOSED PEDESTRIAN ROUTE	"	●				

SHEET NUMBER	SHEET TITLE	SCALE (36"X48")	01 EIR 02/08/2018				
LANDSCAPE DRAWINGS							
	HERITAGE TREES						
L1-00-100	HERITAGE TREE DISPOSITION SCHEDULE - INTERIM CONDITION	NTS					
L1-00-101	HERITAGE TREE DISPOSITION SCHEDULE - FINAL CONDITION	NTS					
L1-00-102	HERITAGE TREE DISPOSITION PLAN- INTERIM CONDITION	1"=60'					
L1-00-103	HERITAGE TREE DISPOSITION PLAN- FINAL CONDITION	1"=60'	●				
L1-00-110	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-111	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-112	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-113	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-114	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-115	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-116	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-117	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-118	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-120	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-121	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-122	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-123	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-124	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-125	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-126	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-127	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-128	HERITAGE TREE DISPOSITION ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-130	HERITAGE TREE ARBORIST REPORT	NTS					
L1-00-131	HERITAGE TREE DATA - INTERIM CONDITION	NTS					
L1-00-132	HERITAGE TREE DATA - FINAL CONDITION	NTS					
	PROPOSED LANDSCAPE PLANS						
L1-00-200	PROPOSED LANDSCAPE MATERIALS + SITE ELEMENTS SCHEDULE - INTERIM CONDITION	NTS					
L1-00-201	PROPOSED LANDSCAPE MATERIALS + SITE ELEMENTS SCHEDULE - FINAL CONDITION	NTS					
L1-00-202	PROPOSED LANDSCAPE PLANTING IRRIAGATION , GRADING, DRAINAGE, SOILS SCHEDULE - INTERIM CONDITION	NTS					
L1-00-203	PROPOSED LANDSCAPE PLANTING IRRIAGATION , GRADING, DRAINAGE, SOILS SCHEDULE - FINAL CONDITION	NTS					
L1-00-204	PROPOSED LANDSCAPE OVERALL PLAN - INTERIM CONDITION	1"=60'					
L1-00-205	PROPOSED LANDSCAPE OVERALL PLAN - FINAL CONDITION	1"=60'					
L1-00-206	PROPOSED LANDSCAPE TREE PLAN - FINAL CONDITION	1"=60'	●				
L1-00-210	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-211	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-212	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-213	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-214	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-215	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-216	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-217	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-218	PROPOSED LANDSCAPE ENLARGEMENT PLAN - INTERIM CONDITION	1"=20'					
L1-00-220	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-221	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-222	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-223	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-224	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-225	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-226	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-227	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
L1-00-228	PROPOSED LANDSCAPE ENLARGEMENT PLAN - FINAL CONDITION	1"=20'					
SITE / SURVEY DRAWINGS							
Y1-00-001	PROJECT SITE EXISTING BUILDING						
Y1-00-002	ALTA SURVEY (ON SITE & OFF SITE)						
Y1-00-003	EXISTING LAND USE DIAGRAM / AREA OF USE / CTF BUILDING LOCATION						
Y1-01-004	EXISTING BUILDING MPK 47						
Y1-02-005	EXISTING BUILDING MPK 50						
Y1-03-006	EXISTING BUILDING MPK 40						
Y1-04-007	EXISTING BUILDING MPK 43						
Y1-05-008	EXISTING BUILDING MPK 46						
Y1-06-009	EXISTING BUILDING MPK 48						
Y1-07-010	EXISTING BUILDING MPK 49						
Y1-08-011	EXISTING BUILDING MPK 51						
Y1-09-012	EXISTING BUILDING MPK 52						
Y1-10-013	EXISTING BUILDING MPK 53						
Y1-11-014	EXISTING BUILDING MPK 57						
Y1-12-015	EXISTING BUILDING MPK 58						
Y1-13-016	EXISTING BUILDING MPK 59						
Y1-14-017	EXISTING BUILDING MPK 42						
Y1-15-018	EXISTING BUILDING MPK 44						
Y1-16-019	EXISTING BUILDING MPK 45						
Y1-17-020	EXISTING BUILDING MPK 55						
Y1-18-021	EXISTING BUILDING MPK 56						
Y1-19-022	EXISTING BUILDING MPK 41						
Y1-20-023	EXISTING BUILDING MPK 54						
Y1-21-024	MATRIX EXISTING BLDGS: DATE OF CONSTRUCTION /COVERAGE OF THE PROJECT SITE						

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PROJECT
WILLOW VILLAGE MASTER PLAN
MENLO PARK, CA 94025, USA

OWNER
PENINSULA INNOVATION PARTNERS, LLC
1601 WILLOW ROAD
MENLO PARK, CA 94025, USA

DESIGN ARCHITECT
OMA
OMA^AMO ARCHITECTURE
180 VARICK ST, SUITE 1328
NEW YORK, NY 10014 T.212.337.0770

ARCHITECT OF RECORD
ADAMSON ASSOCIATES, INC.
17383 WEST SUNSET BLVD., B-200
PACIFIC PALISADES, CA 90272 T.310.230.0088

STRUCTURAL ENGINEER
FORELL/ELSESSER ENGINEERS, INC.
160 PINE STREET, 6TH FLOOR
SAN FRANCISCO, CA 94111 T.415.837.0700

MEP ENGINEER
PAE CONSULTING ENGINEERS
48 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102 T.415.544.7500

SUSTAINABILITY
ATELIER TEN
443 TEHAMA ST, 1ST FLOOR
SAN FRANCISCO, CA 94103 T.415.351.2100

CIVIL ENGINEER
SHERWOOD DESIGN ENGINEERS
58 MAIDEN LANE, 3RD FLOOR
SAN FRANCISCO, CA 94108 T. 415.677.7300

FREYER & LAURETA
144 SAN MATEO DRIVE
SAN MATEO, CA 94401 T.650.344.9901

TRANSPORTATION
MOBILITY IN CHAIN
174-176 FIFTH AVENUE, SUITE 603
NEW YORK, NY 10010

FEHR & PEERS
160 W SANTA CLARA STREET, SUITE 675
SAN JOSE, CA 95113 T.408.278.1700

LANDSCAPE ARCHITECTURE
CONGER MOSS GUILLARD
444 BRYANT STREET
SAN FRANCISCO, CA 94107 T.415.495.3070

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

KEY PLAN

STAMP

PROJ. NO.	FORMAT	DRAWN BY
00000000	36"X48"	OMA

SCALE 1/64" = 1' - 0" DATE 2/8/2018

EIR DRAWING LIST

DRAWING TITLE

A0-00-101

DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN
PROJECT DATA SHEET

O-B Zone Area (SF)	1,609,396
R-MU-B Zone Area (SF)	787,856
Dedicated Public Right of Way	188,248
SITE AREA TOTAL (SF)	**2,585,500**
Proposed Building Coverage (SF)	1,074,038
Proposed Building Coverage (%)	42%
MU1.1, 1.2, 1.3 (Mixed Use Residential) (GFA)	415,846
MU2 (Mixed Use Residential) (GFA)	231,846
MU3.1, 3.2, 3.3 (Mixed Use Residential) (GFA)	373,577
MU4.1, 4.2, 4.3, 4.4 (Mixed Use Residential) (GFA)	426,829
MU5.1, 5.2, 5.3 (Mixed Use Residential) (GFA)	372,427
O1 (Office) (GFA)	190,000
O2 (Office) (GFA)	213,000
O3 (Office) (GFA)	236,000
O4 (Office) (GFA)	119,000
O5 (Office) (GFA)	231,000
O6 (Office) (GFA)	136,000
O7 (Office) (GFA)	240,500
O8 (Office) (GFA)	194,000
O9 (Office) (GFA)	189,500
C/V (Cultural/Public Amenity, O-B Zone) (GFA)	40,000
H1 (Hotel + Commercial, O-B Zone) (GFA)	130,000
Total Proposed Office (GFA)	1,750,000
Total Proposed Residential (GFA)	1,703,025
Total Proposed Retail/Commercial (GFA)	126,500
Total Proposed Cultural (GFA)	40,000
Total Proposed Hotel (GFA)	130,000
Total Proposed GFA	**3,749,525**
P (Office Parking Garage) (Spaces)	3,000
Cultural/Visitors Center Below Ground Parking (Spaces)	100
Hotel Below Ground Parking (Spaces)	175
MU1 + MU2 Parking (Spaces)	1,006
MU3 Parking (Spaces)	356
MU4 Parking (Spaces)	405
MU5 Parking (Spaces)	334
Off-Street Public Parking	50
Total Parking Stalls	**5,499**

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PROJECT
WILLOW VILLAGE MASTER PLAN
MENLO PARK, CA 94025, USA

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1601 WILLOW ROAD
MENLO PARK, CA 94025, USA

DESIGN ARCHITECT
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OMA^AMO ARCHITECTURE
180 VARICK ST, SUITE 1328
NEW YORK, NY 10014 T.212.337.0770

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ADAMSON ASSOCIATES, INC.
17383 WEST SUNSET BLVD., B-200
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PAE CONSULTING ENGINEERS
48 GOLDEN GATE AVENUE
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SHERWOOD DESIGN ENGINEERS
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PROJECT DATA SHEET

DRAWING TITLE

A0-00-102

DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN
PARCEL AREAS

PARCEL #	AREA (ACRES)	AREA (SF)
G	1.37	59,535
H	1.96	85,174
K	3.52	153,419
M	2.07	90,116
P	1.47	64,003
Q	1.68	73,008
R	1.54	67,162
S	2.81	122,291
T	2.71	117,845
SUBTOTAL R-MU-B	19.11	832,553

PARCEL #	AREA (ACRES)	AREA (SF)
A	6.67	290,397
B	4.95	215,475
C	5.88	256,255
D	5.09	221,827
E	5.97	259,988
F-1	1.98	86,190
F-2	3.05	132,972
J	2.05	89,356
N	1.65	71,777
SUBTOTAL O-B	37.29	1,624,192
SUBTOTAL O-B + R-MU-B	56.40	2,456,745
PUBLIC ROW	2.95	128,761
TOTAL SITE	59.36	2,585,506

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EXISTING PARCELS

DRAWING TITLE

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DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN
EXISTING USES

USE	BLDG NO.	ADDRESS	YEAR BUILT	AREA (GSF)
Office	MPK 47	969-967 Hamilton Ct	1988	10,344
Office	MPK 50	1390 Willow Rd	1956	12,902
Office Subtotal				**23,246**
Office/Lab	MPK 40	1050 - 1098 Hamilton Ct	1981	45,590
Office/Lab	MPK 43	1010 - 1042 Hamilton Ct	1981	33,600
Office/Lab	MPK 46	1003 - 1005 Hamilton	1996	54,586
Office/Lab	MPK 48	927 - 957 Hamilton Ct	1988	20,636
Office/Lab	MPK 49	925 Hamilton Ave	1988	24,000
Office/Lab	MPK 51	1382 Hamilton	1982	29,371
Office/Lab	MPK 52	1380 Willow Rd	1982	33,972
Office/Lab	MPK 53	1394 Hamilton	1982	22,267
Office/Lab	MPK 57	1350 Willow Rd	1985	49,520
Office/Lab	MPK 58	1360 Willow Rd	1982	50,311
Office/Lab	MPK 59	960 - 980 Hamilton Ct		26,490
Office/Lab Subtotal				**390,663**
Warehouse	MPK 42	1200 - 1240 Hamilton Ct	1979	109,124
Warehouse	MPK 44	1255 - 1275 Hamilton Ct	1979	144,800
Warehouse	MPK 45	1105 - 1195 Hamilton Ct	1980	12,159
Warehouse	MPK 55	1374 - 1376 Willow Rd	1959-1962	49,000
Warehouse	MPK 56	980 Hamilton Ct	1962	23,400
Warehouse Subtotal				**338,483**
Warehouse/Office	MPK 41	1100 - 1190 Hamilton Ct	1980	110,966
Warehouse/Office	MPK 54	1370 Willow Rd	1962	27,733
Warehouse/Office Subtotal				**137,818**
Total				**890,211**
Parking				**2,300**

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EXISTING USES

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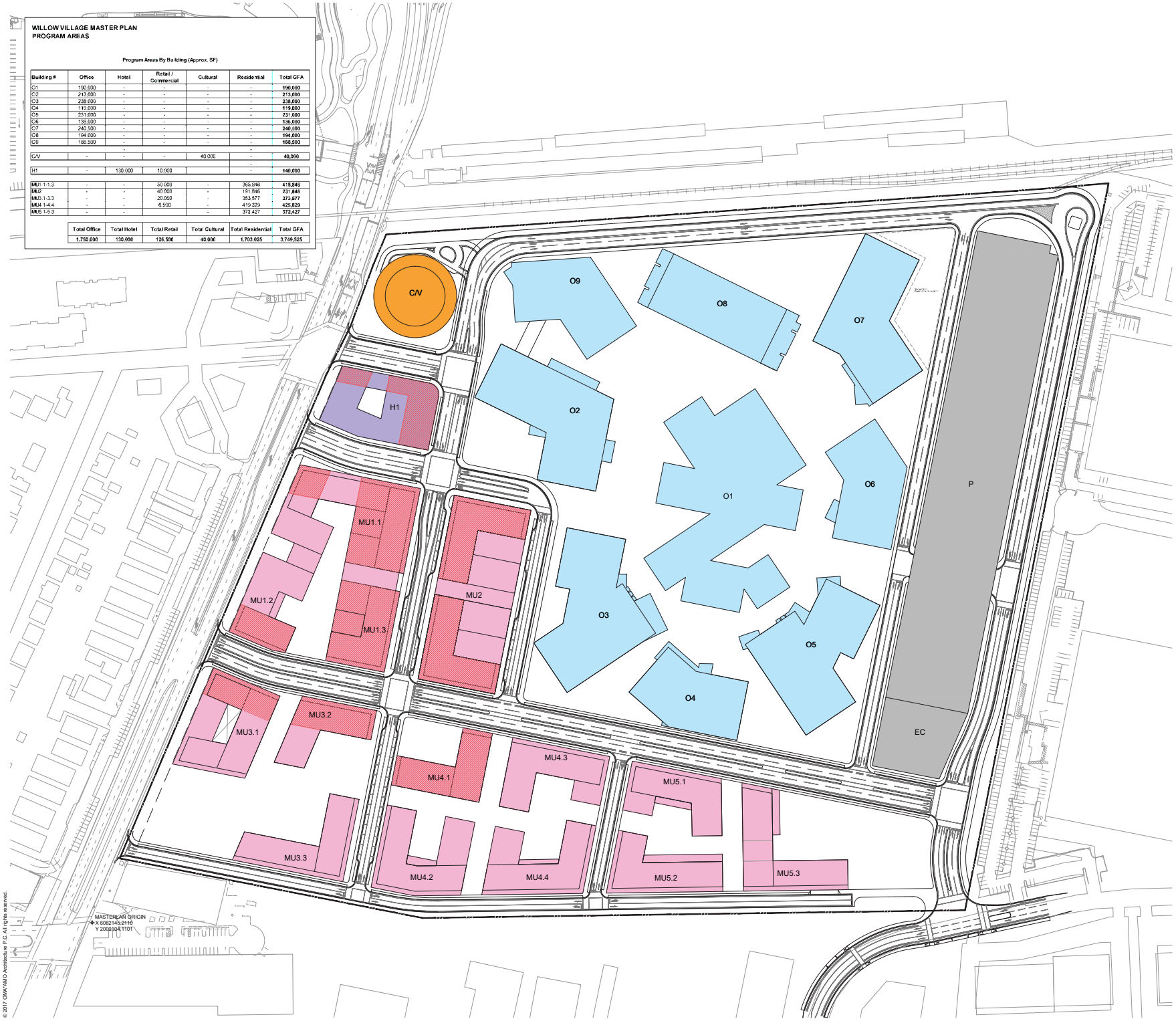
DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN
PROGRAM AREAS

Program Areas By Building (Approx. SF)

Building #	Office	Hotel	Retail / Commercial	Cultural	Residential	Total GFA
O1	190,000	-	-	-	-	**190,000**
O2	213,000	-	-	-	-	**213,000**
O3	238,000	-	-	-	-	**238,000**
O4	119,000	-	-	-	-	**119,000**
O5	231,000	-	-	-	-	**231,000**
O6	136,000	-	-	-	-	**136,000**
O7	240,500	-	-	-	-	**240,500**
O8	194,000	-	-	-	-	**194,000**
O9	186,500	-	-	-	-	**186,500**
		-			-	
C/V	-	-	-	40,000	-	**40,000**
					-	
H1	-	130,000	10,000		-	**140,000**
MU1 1-1.3	-	-	50,000	-	365,846	**415,846**
MU2	-	-	40,000	-	191,846	**231,846**
MU3 1-3.3	-	-	20,000	-	353,677	**373,677**
MU4 1-4.4	-	-	6,500	-	419,329	**425,829**
MU5 1-5.3	-	-	-	-	372,427	**372,427**

Total Office	Total Hotel	Total Retail	Total Cultural	Total Residential	Total GFA
1,750,000	130,000	126,500	40,000	1,703,025	3,749,525



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PROGRAM AREAS

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ANTICIPATED OCCUPANCY

DRAWING TITLE

A0-00-106

DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN BUILDING COVERAGE

Building #	Coverage Area (SF)
O1	98 963
O2	53 009
O3	54 011
O4	31 876
O5	49 557
O6	33 962
O7	50 736
O8	43 895
O9	36 463
P	157 082
EC	25 062
C/V	25 523
H1	29 684
MU1.1	44 068
MU1.2	21 557
MU1.3	22 181
MU2	69 275
MU3.1	30 712
MU3.2	17 013
MU3.3	23 114
MU4.1	18 339
MU4.2	26 064
MU4.3	22 490
MU4.4	26 157
MU5.1	21 477
MU5.2	23 060
MU5.3	27 047
Total	1,074,038
Total Site Area	2,585,506
Coverage %	42%

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BUILDING COVERAGE

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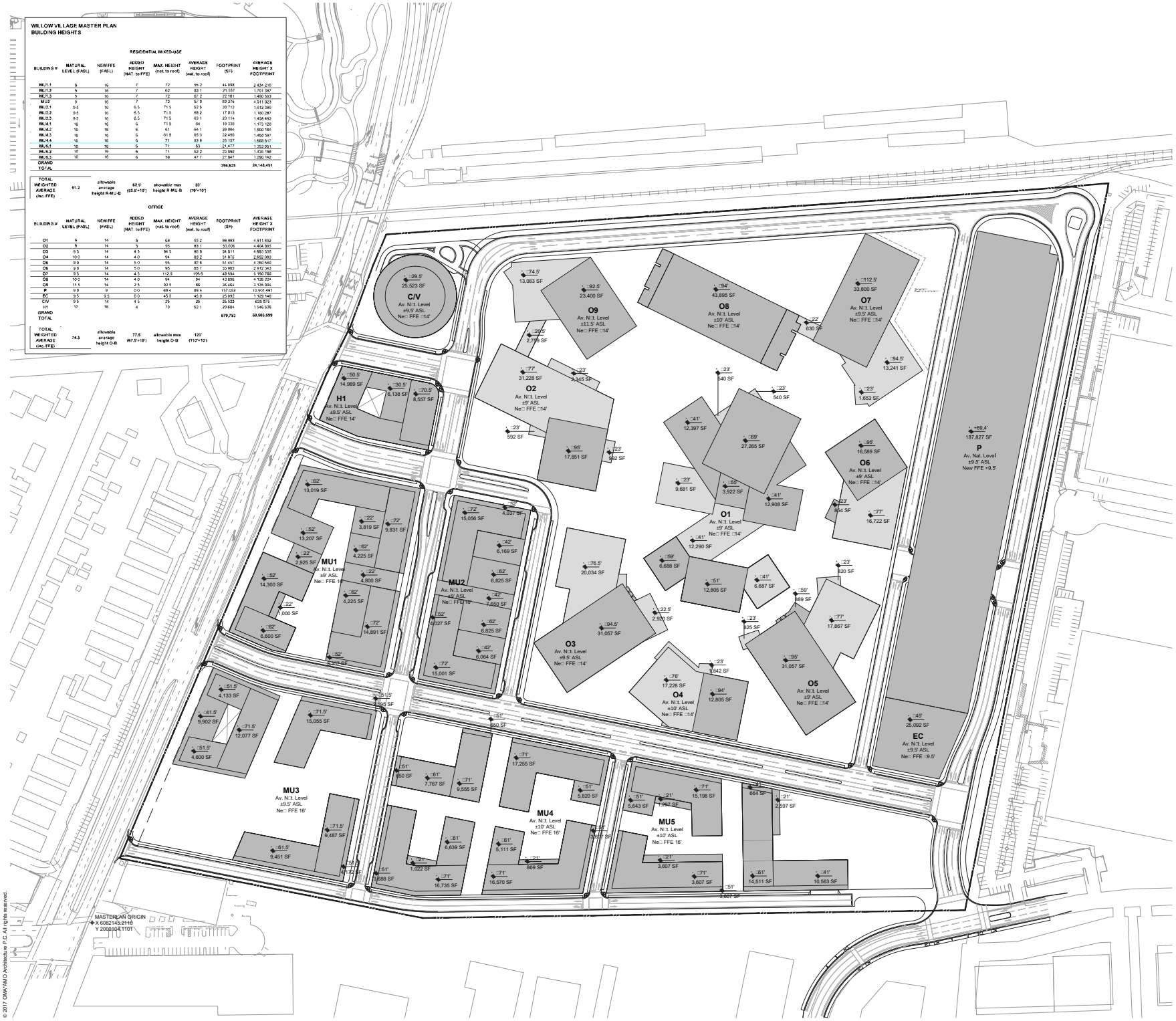

WILLOW VILLAGE MASTER PLAN
BUILDING HEIGHTS

RESIDENTIAL MIXED-USE

BUILDING #	NATURAL LEVEL (FASL)	NEW FFE (FASL)	ADDED HEIGHT (NAT. to FFE)	MAX. HEIGHT (nat. to roof)	AVERAGE HEIGHT (nat. to roof)	FOOTPRINT (SF)	AVERAGE HEIGHT X FOOTPRINT
MU1.1	9	16	7	72	55.2	44 098	2,434,210
MU1.2	9	16	7	62	82.1	21,557	1,701,387
MU1.3	9	16	7	72	67.2	22 181	1,490,503
MU2	9	16	7	72	57.9	69 275	4,011,023
MU3.1	9.5	16	6.5	71.5	52.5	20 712	1,612,380
MU3.2	9.5	16	6.5	71.5	68.2	17 013	1,160,287
MU3.3	9.5	16	6.5	71.5	63.1	23 114	1,458,493
MU4.1	10	16	6	71.5	64	18 330	1,173,120
MU4.2	10	16	6	61	84.1	29 004	1,660,164
MU4.3	10	16	6	61.5	65.3	22 490	1,468,597
MU4.4	10	16	6	71	83.8	20 157	1,688,917
MU5.1	10	16	6	71	63	21,477	1,353,051
MU5.2	10	16	6	71	62.2	23,092	1,436,198
MU5.3	10	16	6	58	47.7	27,947	1,390,142
GRAND TOTAL						394,625	24,148,491

TOTAL WEIGHTED AVERAGE (inc. FFE)	61.2	allowable average height R-MU-B	62.5' (62.5'+10')	allowable max height R-MU-B	80' (70'+10')

OFFICE

BUILDING #	NATURAL LEVEL (FASL)	NEW FFE (FASL)	ADDED HEIGHT (NAT. to FFE)	MAX. HEIGHT (nat. to roof)	AVERAGE HEIGHT (nat. to roof)	FOOTPRINT (SF)	AVERAGE HEIGHT X FOOTPRINT
O1	9	14	5	68	55.2	88,983	4,911,602
O2	9	14	5	95	83.1	53,006	4,404,993
O3	9.5	14	4.5	94.5	80.9	54,011	4,660,555
O4	10.0	14	4.0	94	83.2	31,876	2,652,080
O5	9.5	14	5.0	95	87.5	51,457	4,760,542
O6	9.0	14	5.0	95	88.7	30,952	2,912,343
O7	9.5	14	4.5	112.5	106.6	48,694	5,190,780
O8	10.0	14	4.0	94	94	43,896	4,126,224
O9	11.5	14	2.5	92.5	86	26,464	2,129,504
P	9.0	9	0.0	69.4	69.4	157,053	10,901,491
EC	9.5	9.5	0.0	45.5	45.5	25,092	1,129,140
C/V	9.5	14	4.5	25	25	25,523	638,075
H1	10	14	4	70	52.1	29,684	1,546,636
GRAND TOTAL						679,753	59,593,599

TOTAL WEIGHTED AVERAGE (inc. FFE)	74.3	allowable average height O-B	77.5' (67.5'+10')	allowable max height O-B	120' (110'+10')

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DUMBARTON RAIL CORRIDOR

WILLOW RD ADAMS CT O'BRIEN DR

KEY PLAN

STAMP

00000000	36"X48"	OMA
PROJ. NO.	FORMAT	DRAWN BY

SCALE 1/64" = 1' - 0" DATE 2/8/2018

BUILDING HEIGHTS

DRAWING TITLE

A0-00-108

DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN
PARKING PROVISION

PARKING PROVISION

USE	PROGRAM AREA (GSF)	UNITS	PARKING
Mixed-Use			
MU1 + MU2	557,652	500	1,006
MU3	353,577	317	399
MU4	410,329	366	405
MU5	372,427	318	334
Total	1,703,025	1,500	2,144
Office			
Total	1,750,000		3,008
Cultural / Visitors	40,000		180
Hotel	130,000	200 (keys)	175

* approximately 80 additional off-street parking spaces available in the R-MU-B zone

C/V
Visitors and Retail Parking
A□□□□ 100 S□□ces

H1
Hotel + Retail Parking
A□□□□ 175 S□□ces

MU1 + MU2
Residential, Retail and Visitors Parking
A□□□□ 1006 S□□ces

MU3
Residential Parking
A□□□□ 399 S□□ces

MU4
Residential Parking
A□□□□ 405 S□□ces

MU5
Residential Parking
A□□□□ 334 S□□ces

P
Office Parking
P□□□g □□Levels 1 t□ 6
A□□□□ 3000 S□□ces

MASTER PLAN ORIGIN
X 6082145.2110
Y 2000104.1101

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PROJECT
WILLOW VILLAGE MASTER PLAN
MENLO PARK, CA 94025, USA

OWNER
PENINSULA INNOVATION PARTNERS, LLC
1601 WILLOW ROAD
MENLO PARK, CA 94025, USA

DESIGN ARCHITECT
OMA
OMA*AMO ARCHITECTURE
180 VARICK ST, SUITE 1328
NEW YORK, NY 10014 T.212.337.0770

ARCHITECT OF RECORD
ADAMSON ASSOCIATES, INC.
17383 WEST SUNSET BLVD., B-200
PACIFIC PALISADES, CA 90272 T.310.230.0088

STRUCTURAL ENGINEER
FORELL/ELSESSER ENGINEERS, INC.
160 PINE STREET, 6TH FLOOR
SAN FRANCISCO, CA 94111 T.415.837.0700

MEP ENGINEER
PAE CONSULTING ENGINEERS
48 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102 T.415.544.7500

SUSTAINABILITY
ATELIER TEN
443 TEHAMA ST, 1ST FLOOR
SAN FRANCISCO, CA 94103 T.415.351.2100

CIVIL ENGINEER
SHERWOOD DESIGN ENGINEERS
58 MAIDEN LANE, 3RD FLOOR
SAN FRANCISCO, CA 94108 T. 415.677.7300

FREYER & LAURETA
144 SAN MATEO DRIVE
SAN MATEO, CA 94401 T.650.344.9901

TRANSPORTATION
MOBILITY IN CHAIN
174-176 FIFTH AVENUE, SUITE 603
NEW YORK, NY 10010

FEHR & PEERS
160 W SANTA CLARA STREET, SUITE 675
SAN JOSE, CA 95113 T.408.278.1700

LANDSCAPE ARCHITECTURE
CONGER MOSS GUILLARD
444 BRYANT STREET
SAN FRANCISCO, CA 94107 T.415.495.3070

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD

ADAMS CT

O'BRIEN DR

KEY PLAN

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PARKING

DRAWING TITLE

A0-00-109

DRAWING NUMBER

WILLOW VILLAGE MASTER PLAN
OPEN SPACE PROVISION

OPEN SPACE REQUIREMENTS (16.43.050 & 16.43.120 (4) / 16.45.050 & 16.45.120 (4))

Zone	Min. Open Space Required	Min. Publicly Accessible Portion of Open Space
O-B	30% of site	50% of total open space required
R-MU-B	25% of site	25% of total open space required

OPEN SPACE REQUIREMENT CALCULATION

Parcel Areas	Area (SF)	Min. Req. OS (%)	Min. Req. OS (SF)	Min. Req. Public OS (%)	Min. Req. Public OS (SF)
O-B	1,609,399	30%	482,820	50%	241,410
R-MU-B	787,859	25%	196,965	25%	49,241
Total per Site			679,784		290,651

PROPOSED OPEN SPACE PROVISION - AGGREGATE

Total Open Space Provision (SF)	769,513
Total Publicly Accessible OS Provision (SF)	323,731

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OMA
OMA*AMO ARCHITECTURE
180 VARICK ST, SUITE 1328
NEW YORK, NY 10014 T.212.337.0770

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17383 WEST SUNSET BLVD., B-200
PACIFIC PALISADES, CA 90272 T.310.230.0088

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160 PINE STREET, 6TH FLOOR
SAN FRANCISCO, CA 94111 T.415.837.0700

MEP ENGINEER
PAE CONSULTING ENGINEERS
48 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102 T.415.544.7500

SUSTAINABILITY
ATELIER TEN
443 TEHAMA ST, 1ST FLOOR
SAN FRANCISCO, CA 94103 T.415.351.2100

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SHERWOOD DESIGN ENGINEERS
58 MAIDEN LANE, 3RD FLOOR
SAN FRANCISCO, CA 94108 T. 415.677.7300

FREYER & LAURETA
144 SAN MATEO DRIVE
SAN MATEO, CA 94401 T.650.344.9901

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01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

KEY PLAN

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PROJ. NO. | FORMAT | DRAWN BY

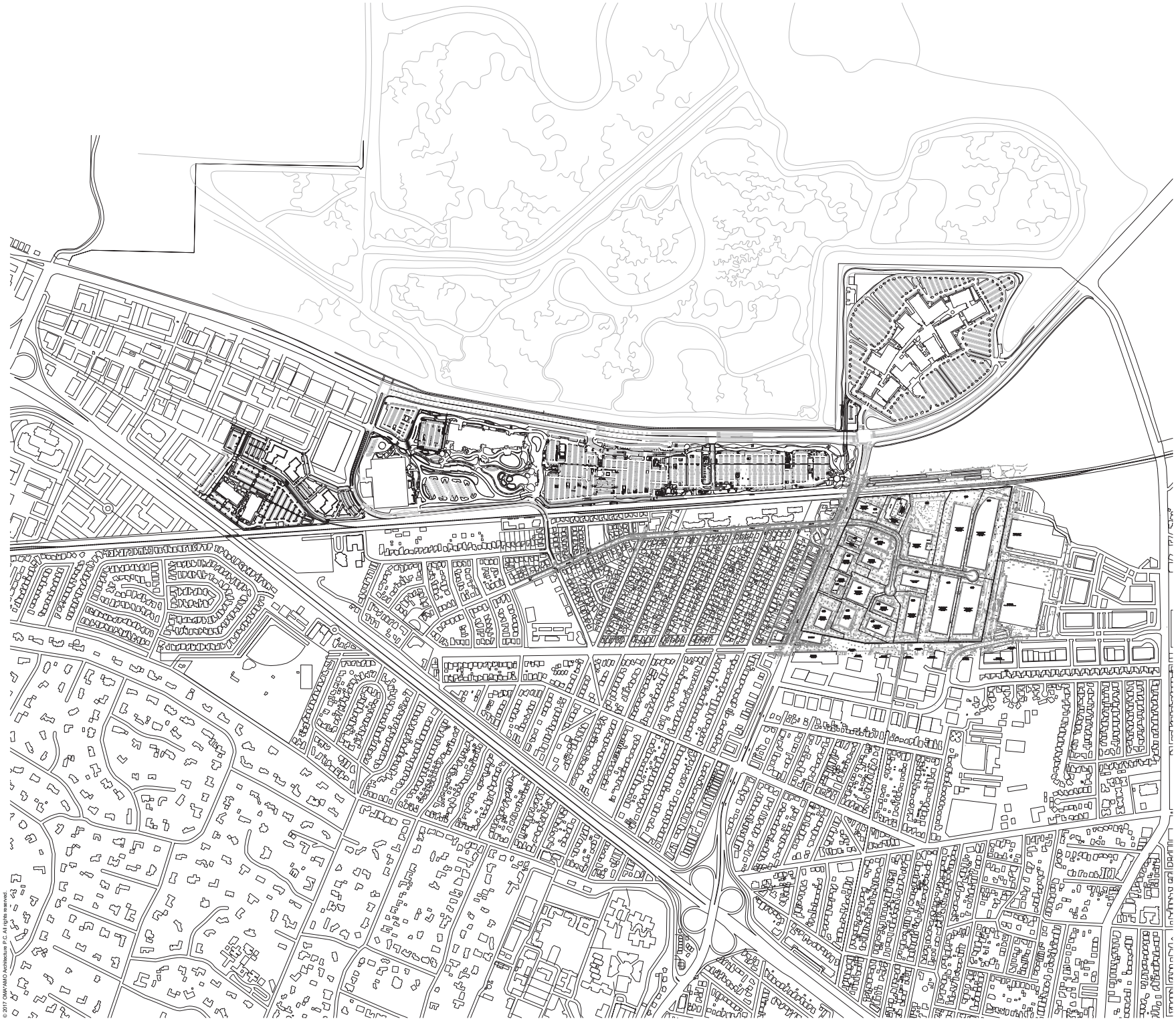
SCALE 1/64" = 1' - 0" DATE 2/8/2018

OPEN SPACE

DRAWING TITLE

A0-00-110

DRAWING NUMBER



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EXISTING REGIONAL PLAN

DRAWING TITLE

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NEW YORK, NY 10014 T.212.337.0770

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PROPOSED REGIONAL PLAN

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ATELIER TEN
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SHERWOOD DESIGN ENGINEERS
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SAN FRANCISCO, CA 94108 T. 415.677.7300

FREYER & LAURETA
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NEW YORK, NY 10010

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01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

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00000000	36"X48"	OMA

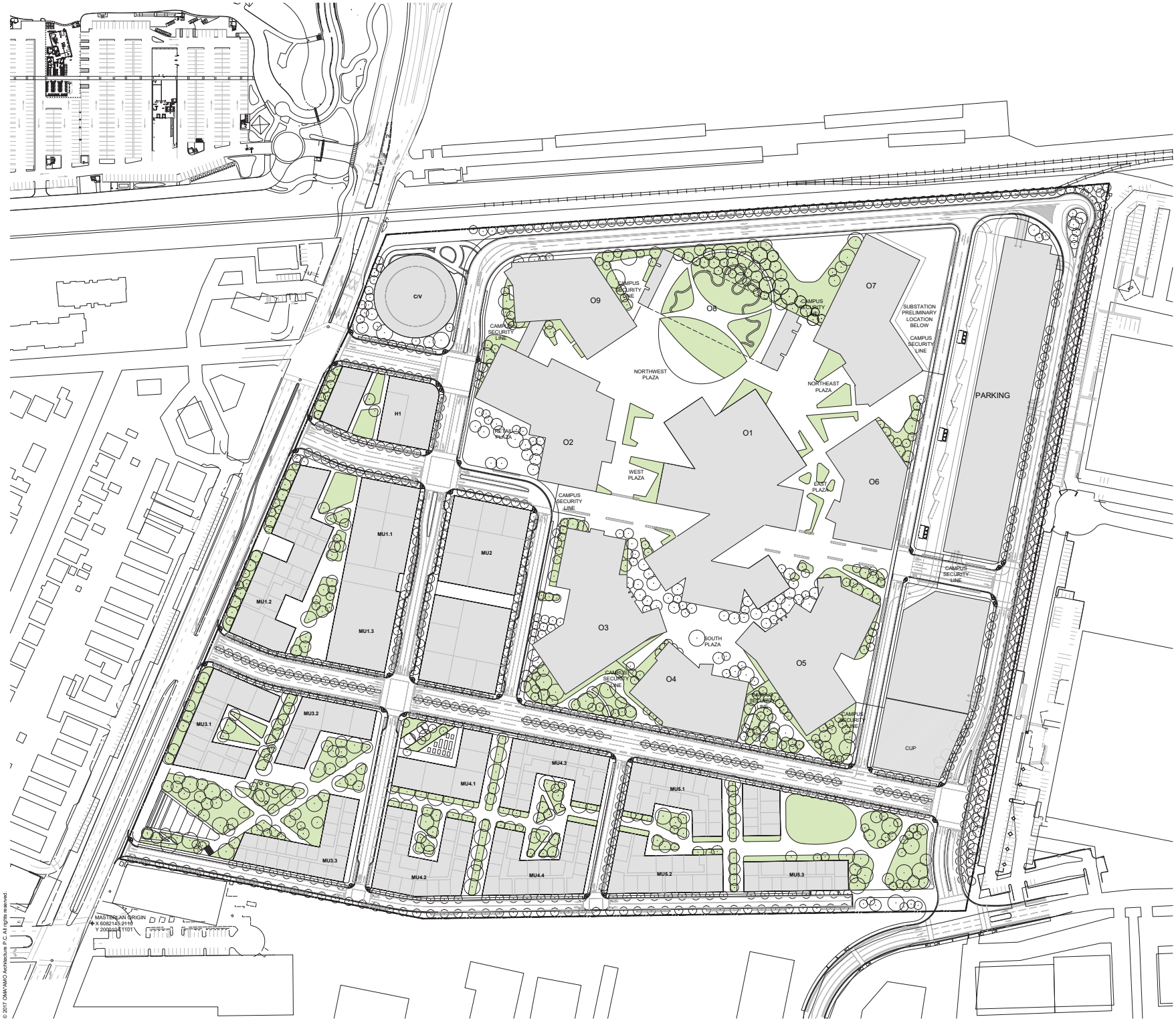
SCALE 1/64" = 1' - 0" DATE 2/8/2018

EXISTING SITE PLAN

DRAWING TITLE

A1-00-003

DRAWING NUMBER



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ATELIER TEN
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SAN FRANCISCO, CA 94108 T. 415.677.7300

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SAN MATEO, CA 94401 T.650.344.9901

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SAN JOSE, CA 95113 T.408.278.1700

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NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD

ADAMS CT

O'BRIEN DR

KEY PLAN

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SCALE 1/64" = 1' - 0" DATE 2/8/2018

PROPOSED SITE PLAN

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OMA
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NEW YORK, NY 10014 T.212.337.0770

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17383 WEST SUNSET BLVD., B-200
PACIFIC PALISADES, CA 90272 T.310.230.0088

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48 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102 T.415.544.7500

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FREYER & LAURETA
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NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

KEY PLAN

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SCALE 1/64" = 1' - 0" DATE 2/8/2018

OVERALL BUILDING ROOF PLAN

DRAWING TITLE

A2-00-006

DRAWING NUMBER

LEGEND

- BUILDING LINE
- PROPERTY LINE
- PARCEL LINE
- RIGHT OF WAY LINE
- EASEMENT LINE
- CENTER LINE
- CONCRETE CURB
- EDGE OF PAVEMENT
- ELECTRIC BOX
- TRANSFORMER
- TELEPHONE BOX
- COMMUNICATION BOX
- TELEVISION BOX
- UTILITY BOX
- COMMUNICATION MANHOLE
- POST INDICATOR VALVE
- AUTO SPRINKLER
- BLOW OFF VALVE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- GAS VALVE
- GAS METER
- CLEAN OUT
- SANITARY SEWER/ STORM DRAIN MANHOLE
- SANITARY SEWER PUMP STATION
- SANITARY SEWER
- GAS
- ELECTRIC
- WATER
- STORM DRAIN
- TELEPHONE
- AT&T
- COMMUNICATION
- FENCE LINE
- TOP OF CURB (TC)
- EDGE OF PAVEMENT (EP)
- FLOW LINE (FL)
- CONCRETE (CONC)
- TOP OF BANK (TOP)
- TOE OF BANK (TOE)
- DRAIN INLET
- CATCH BASIN
- STREET LIGHT
- STOP LIGHT
- RAIL ROAD ARM
- POWER POLE/ JOINT POLE
- SIGN
- MONUMENT WELL
- SURVEY CONTROL POINT
- DETECTOR

NOTES

1. TOPOGRAPHIC SURVEY PERFORMED BY KIER & WRIGHT DATED MAY 2017 WITH SUPPLEMENTAL SURVEY PERFORMED BY FREYER & LAURETA, DATED 11/07/2017.
2. BENCHMARK: BRASS DISK IN CONCRETE POST, STAMPED "W150". 575'± SOUTHWEST OF THE INTERSECTION OF WILLOW ROAD AND HIGHWAY 84, 90'± WEST OF THE CENTERLINE OF WILLOW ROAD, 19'± NORTH OF THE NORTHERLY RAIL OF THE RAILROAD TRACKS. ELEVATION= 9.67 (NAVD88)
3. BASIS OF BEARINGS: THE BEARING OF NORTH 10° 03' 20" EAST TAKEN ON THE MONUMENT LINE OF HAMILTON AVENUE AS SHOWN ON THAT CERTAIN SUBDIVISION MAP OF MENLO INDUSTRIAL CENTER FILED FOR RECORD ON OCTOBER 1, 1979, IN BOOK 99 OF SUBDIVISION MAPS AT PAGE 81, OFFICIAL RECORDS OF SAN MATEO COUNTY WAS TAKEN AS THE BASIS FOR ALL BEARINGS SHOWN HEREON.

0 30' 60' 120'

SCALE

DATE

UMBER

PROJECT
WILLOW VILLAGE MASTER PLAN
MENLO PARK, CA 94025

OWNER
FACEBOOK
166 JEFFERSON
MENLO PARK, CA 94025

DESIGN ARCHITECT
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180 VARICK ST, SUITE 1328
NEW YORK, NY 10014
T.212.337.0770

ARCHITECT OF RECORD
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PACIFIC PALISADES, CA 90272
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48 GOLDEN GATE AVENUE
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O'BRIEN DR

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STAMP

17-084	36"X48"	SHERWOOD
PROJ. NO.	FORMAT	DRAWN BY

SCALE 1"=60' DATE 02/08/2018

EXISTING TOPOGRAPHY

DRAWING TITLE

C1-00-001

DRAWING NUMBER

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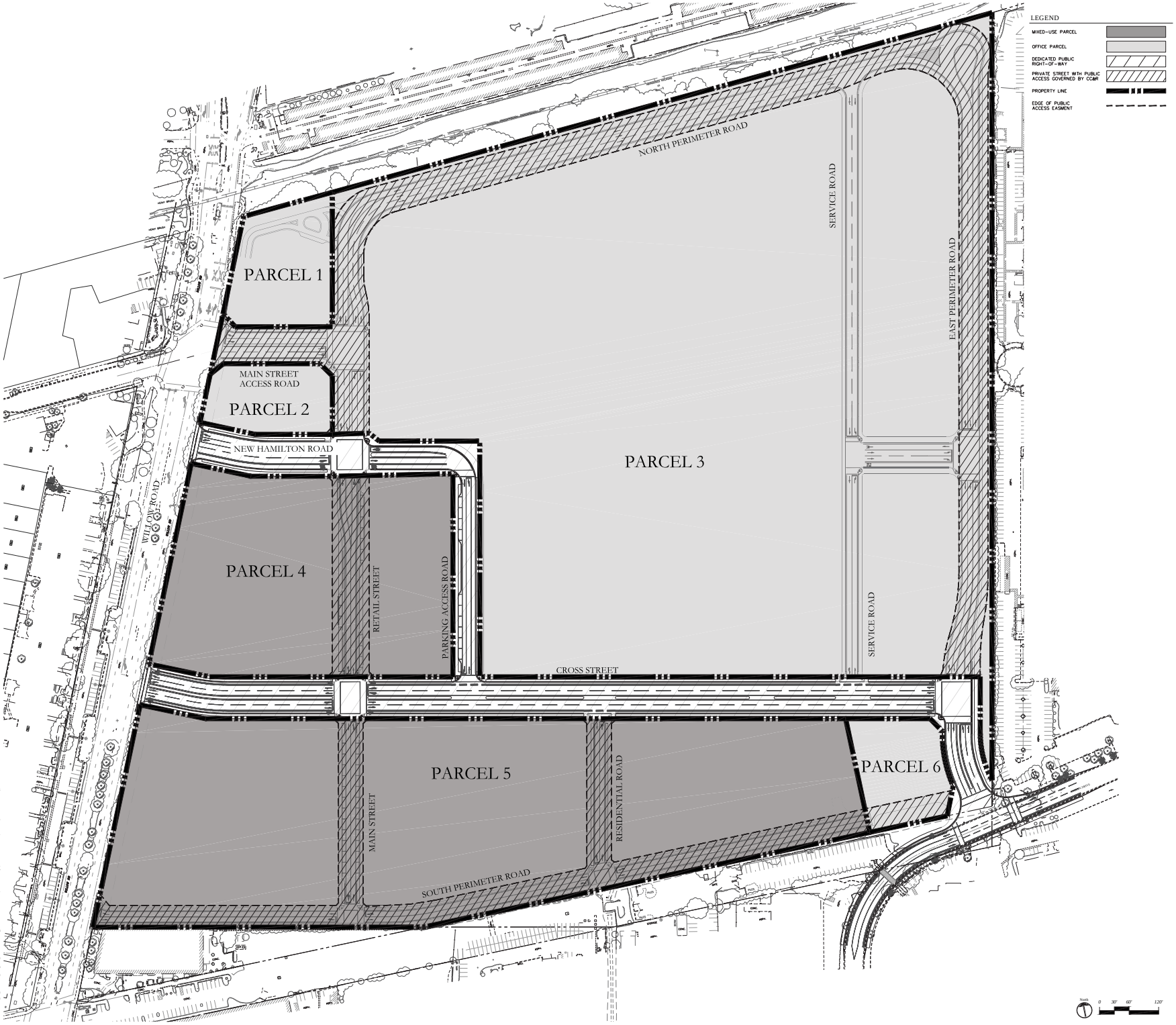

LEGEND

- MIXED-USE PARCEL
- OFFICE PARCEL
- DEDICATED PUBLIC RIGHT-OF-WAY
- PRIVATE STREET WITH PUBLIC ACCESS GOVERNED BY CC&R
- PROPERTY LINE
- EDGE OF PUBLIC ACCESS EASMENT

North 0 30' 60' 120'

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KEY PLAN

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17-084	36"X48"	SHERWOOD

SCALE 1"=60' DATE 02/08/2018

PARCEL MAP

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C1-00-110

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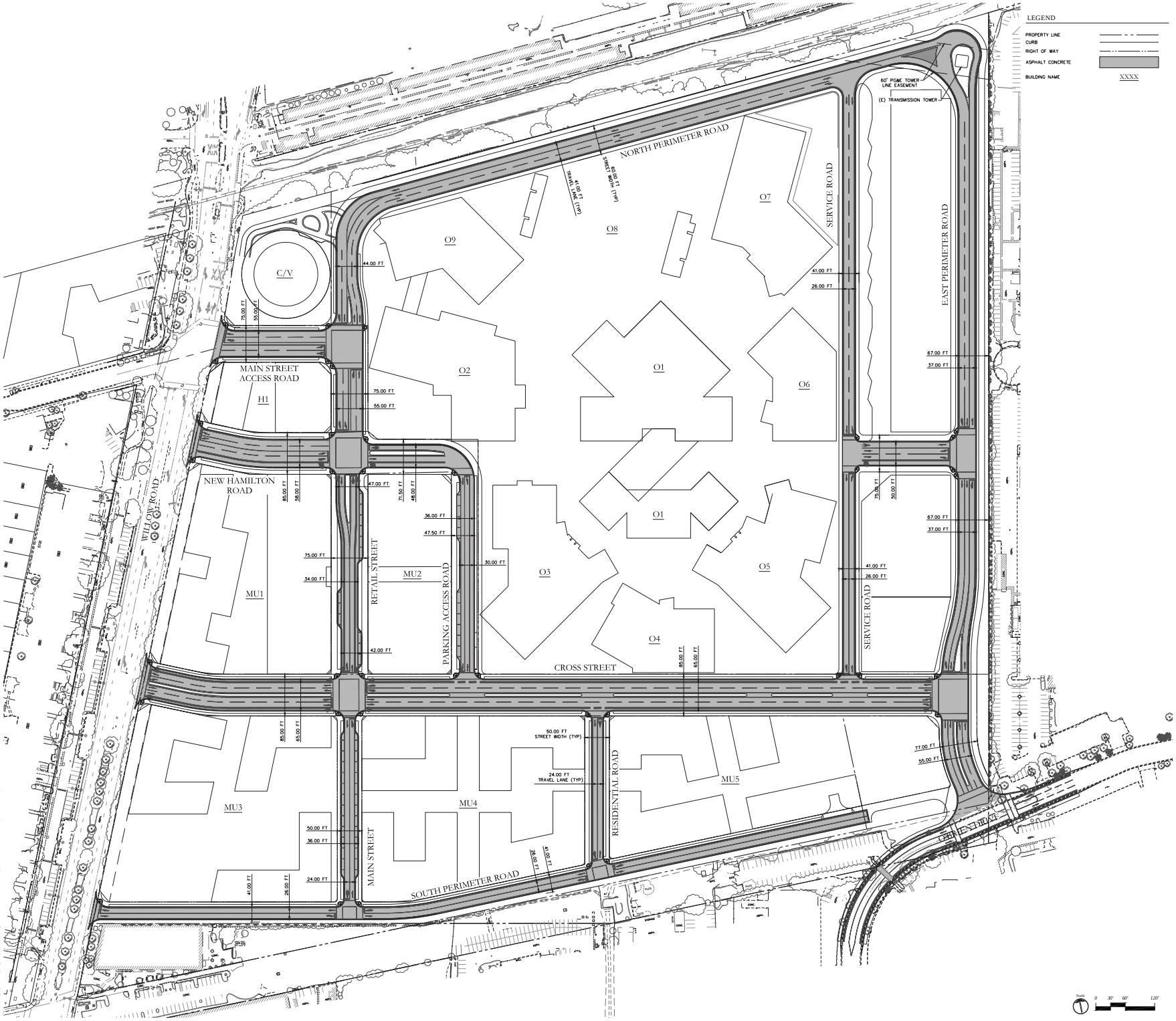

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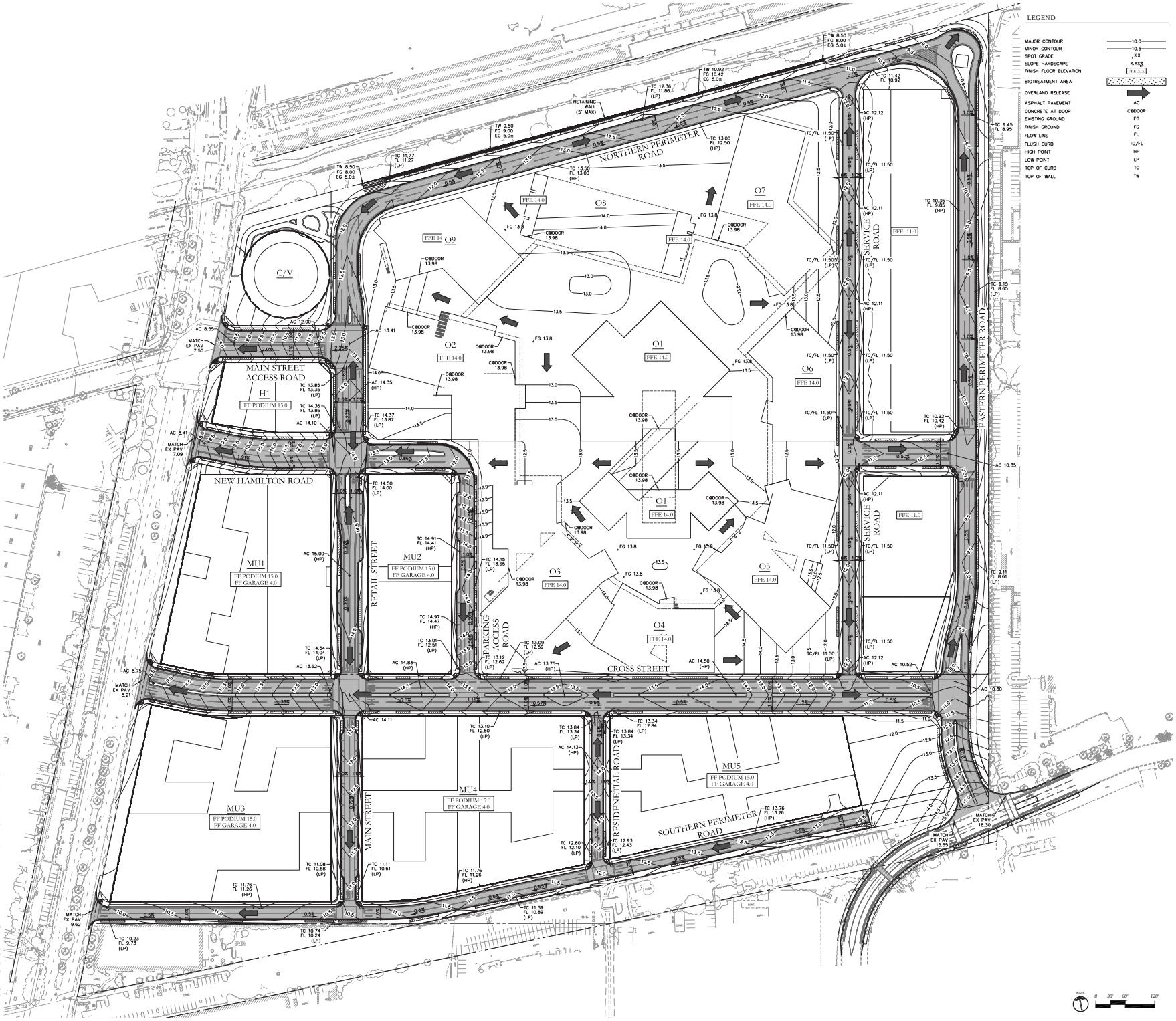

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GRADING AND DRAINAGE PLAN
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01 TYPICAL ROADWAY BIOTREATMENT AREA
SCALE: NTS

DRAINAGE MANAGEMENT AREA SUMMARY TABLE

	DMA ID	DMA AREA (SF)	REQUIRED TREATMENT AREA* (SF)	PROVIDED TREATMENT AREA (SF)
OFFICE BUILDINGS	DMA O1	103,100	4,124	4,124
	DMA O2	53,009	2,120	2,120
	DMA O3	54,039	2,162	2,162
	DMA O4	31,876	1,275	1,275
	DMA O5	51,481	2,059	2,059
	DMA O6	33,983	1,359	1,359
	DMA O7	48,720	1,949	1,949
	DMA O8	44,097	1,764	1,764
	DMA O9	36,480	1,459	1,459
	DMA O10	424,514	10,188	10,188
	DMA O11	20,354	489	489
	DMA V1	25,523	1,021	1,021
	DMA V2	23,959	575	575
RESIDENTIAL BUILDINGS	DMA H	35,424	1,417	1,417
	DMA R1.1	44,098	1,764	1,764
	DMA R1.2	21,553	862	862
	DMA R1.3	22,181	887	887
	DMA R1.4	48,555	1,165	1,165
	DMA R2.1	32,857	1,314	1,314
	DMA R2.2	32,045	1,282	1,282
	DMA R2.3	5,222	125	125
	DMA R3.1	25,702	1,028	1,028
	DMA R3.2	17,056	682	682
	DMA R3.3	23,114	925	925
	DMA R3.4	106,013	2,544	2,544
	DMA R4.1	18,330	733	733
	DMA R4.2	28,084	1,123	1,123
	DMA R4.3	22,108	884	884
	DMA R4.4	26,158	1,046	1,046
	DMA R4.5	52,920	1,270	1,270
	DMA R4.6	11,331	272	272
	DMA R5.1	21,478	859	859
	DMA R5.2	23,090	924	924
	DMA R5.3	27,230	1,089	1,089
	DMA R5.4	26,237	630	630
	DMA R5.5	52,333	1,256	1,256
PARKING	DMA P1	70,450	2,818	2,818
	DMA P2	69,653	2,786	2,786
	DMA P3	76,653	3,066	3,066
ROADS	DMA SP1	14,899	596	596
	DMA SP2	17,487	699	699
	DMA SP3	29,585	1,183	1,183
	DMA SP4	14,857	594	594
	DMA MS1	14,602	584	584
	DMA MS2	4,969	199	199
	DMA MS3	15,105	604	604
	DMA MS4	16,563	663	663
	DMA MS5	7,421	297	297
	DMA MS6	26,770	1,071	1,071
	DMA CS1	36,367	1,455	1,455
	DMA CS2	17,000	680	680
	DMA CS3	20,188	808	808
	DMA CS4	29,750	1,190	1,190
	DMA CS5	36,453	1,458	1,458
	DMA PA1	9,272	371	371
	DMA PA2	9,228	369	369
	DMA PA3	7,074	283	283
	DMA NH1	25,257	1,010	1,010
	DMA NH2	16,656	666	666
	DMA NH3	17,783	711	711
	DMA RR1	10,240	410	410
	DMA RR2	5,275	211	211
	DMA MA1	23,190	928	928
	DMA SR1	9,909	396	396
	DMA SR2	9,913	397	397
	DMA SR3	4,980	199	199
	DMA SR4	9,918	397	397
	DMA SR5	9,909	396	396
	DMA SR6	11,968	479	479
	DMA NP1	27,137	1,085	1,085
	DMA NP2	22,371	895	895
	DMA NP3	53,768	2,151	2,151
	DMA EP1	66,713	2,669	2,669
	DMA EP2	29,866	1,195	1,195
	DMA EP3	12,098	484	484

NOTES

1. BIOTREATMENT AREAS ARE SIZED USING THE 4% RULE PER SAN MATEO COUNTY C.3 REQUIREMENTS.
2. ALL SITE DMAs IN THE OFFICE AND RESIDENTIAL PARCELS ARE ASSUMED TO BE 60% HARDSCAPE AND 40% LANDSCAPE.
3. ALL LANDSCAPE AREAS SHALL BE SELF-TREATING.
4. BUILDINGS AND ROADS ARE ASSUMED TO BE 100% IMPERVIOUS FOR SCHEMATIC DESIGN SIZING.

LEGEND

STREET DRAINAGE MANAGEMENT AREA (DMA)

SITE DMA

BUILDING DMA

BIOTREATMENT AREA

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DUMBARTON RAIL CORRIDOR

KEY PLAN

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STORM WATER MANAGEMENT PLAN

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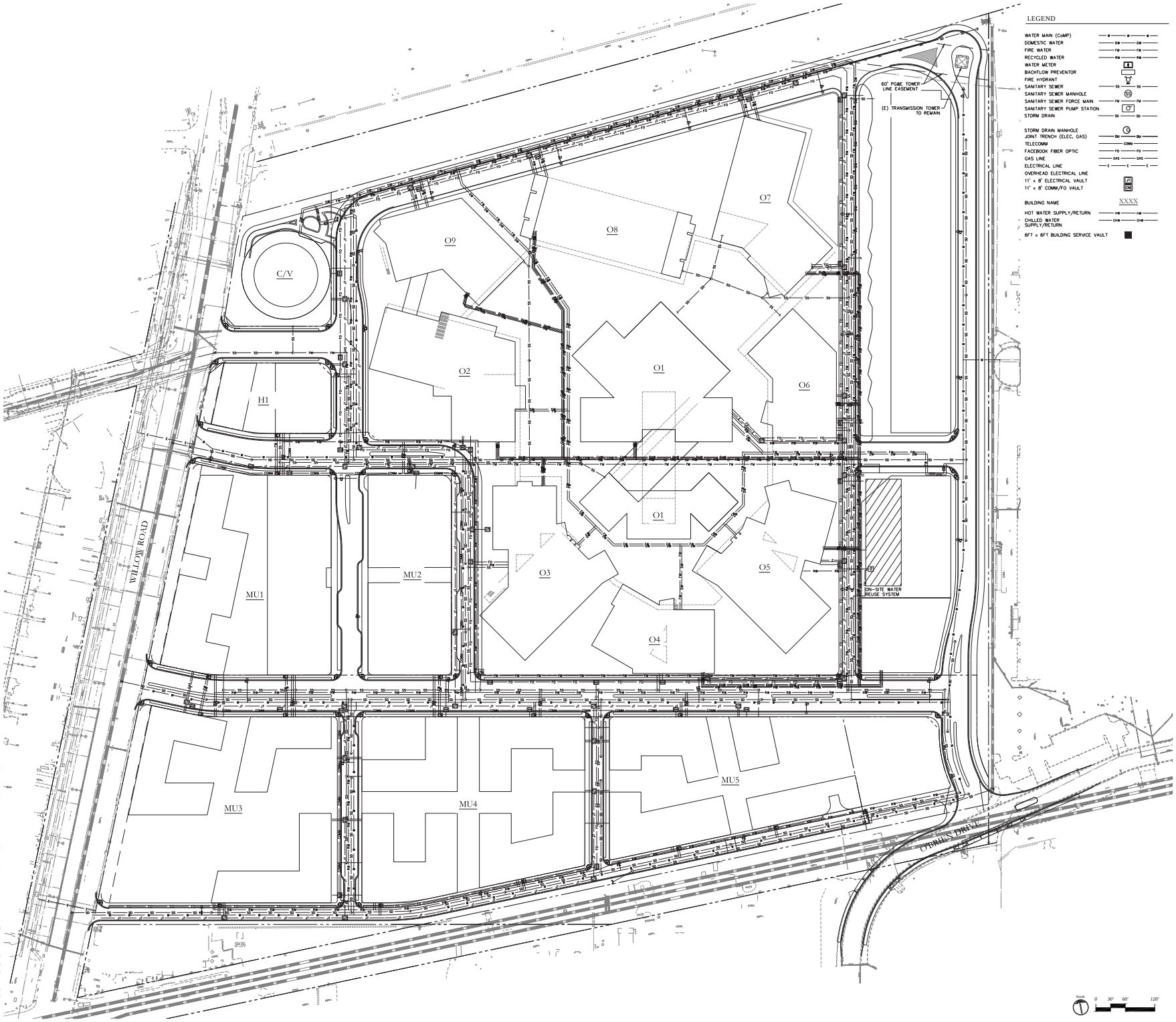

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UTILITY PLAN-OVERALL

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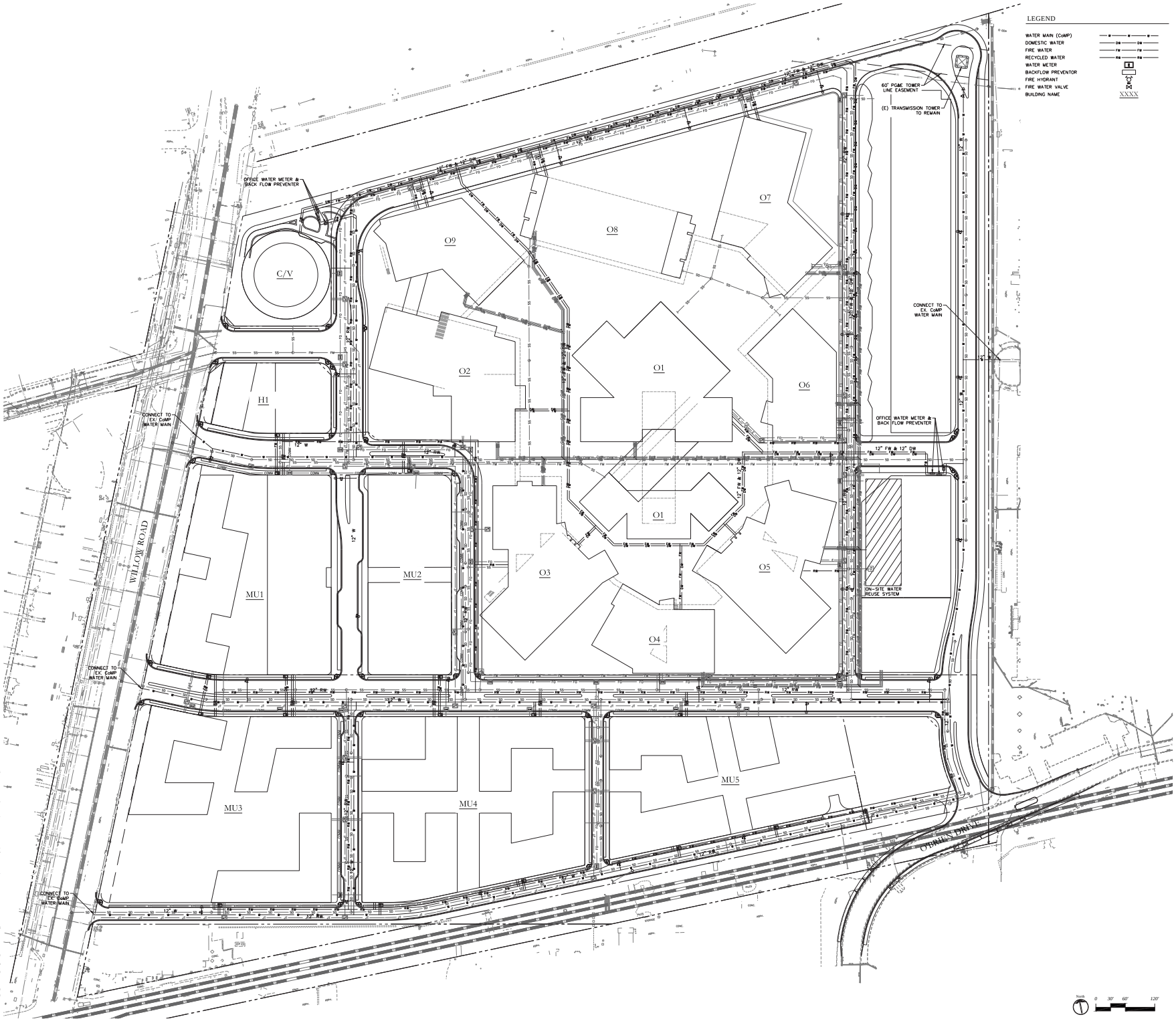

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WATER SYSTEM PLAN

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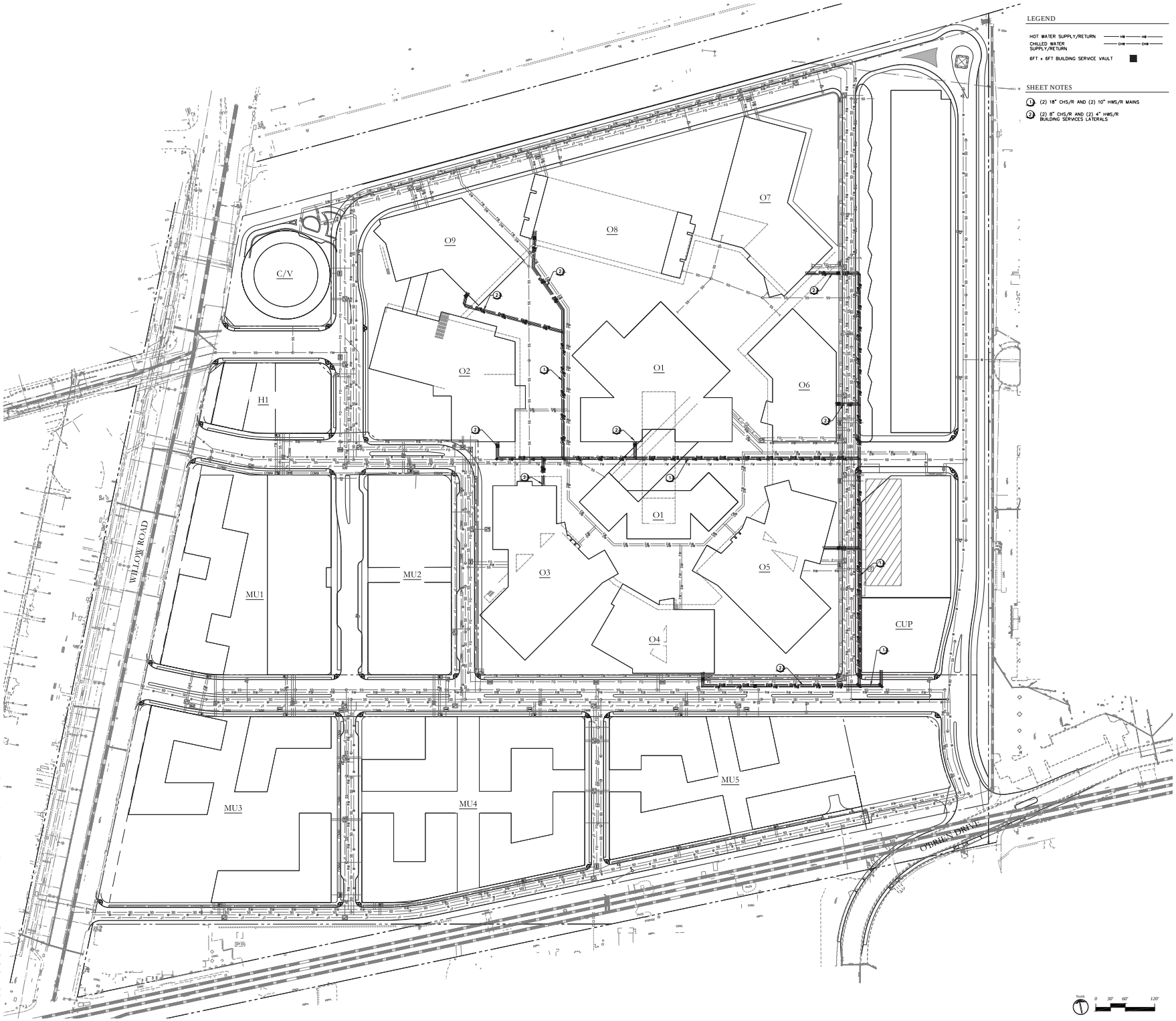

LEGEND

HOT WATER SUPPLY/RETURN — HS — HR
CHILLED WATER SUPPLY/RETURN — CHS — CHR
6FT x 6FT BUILDING SERVICE VAULT

SHEET NOTES

1. (2) 18" CHS/R AND (2) 10" HWS/R MAINS
2. (2) 8" CHS/R AND (2) 4" HWS/R BUILDING SERVICES LATERALS

North 0 30' 60' 120'

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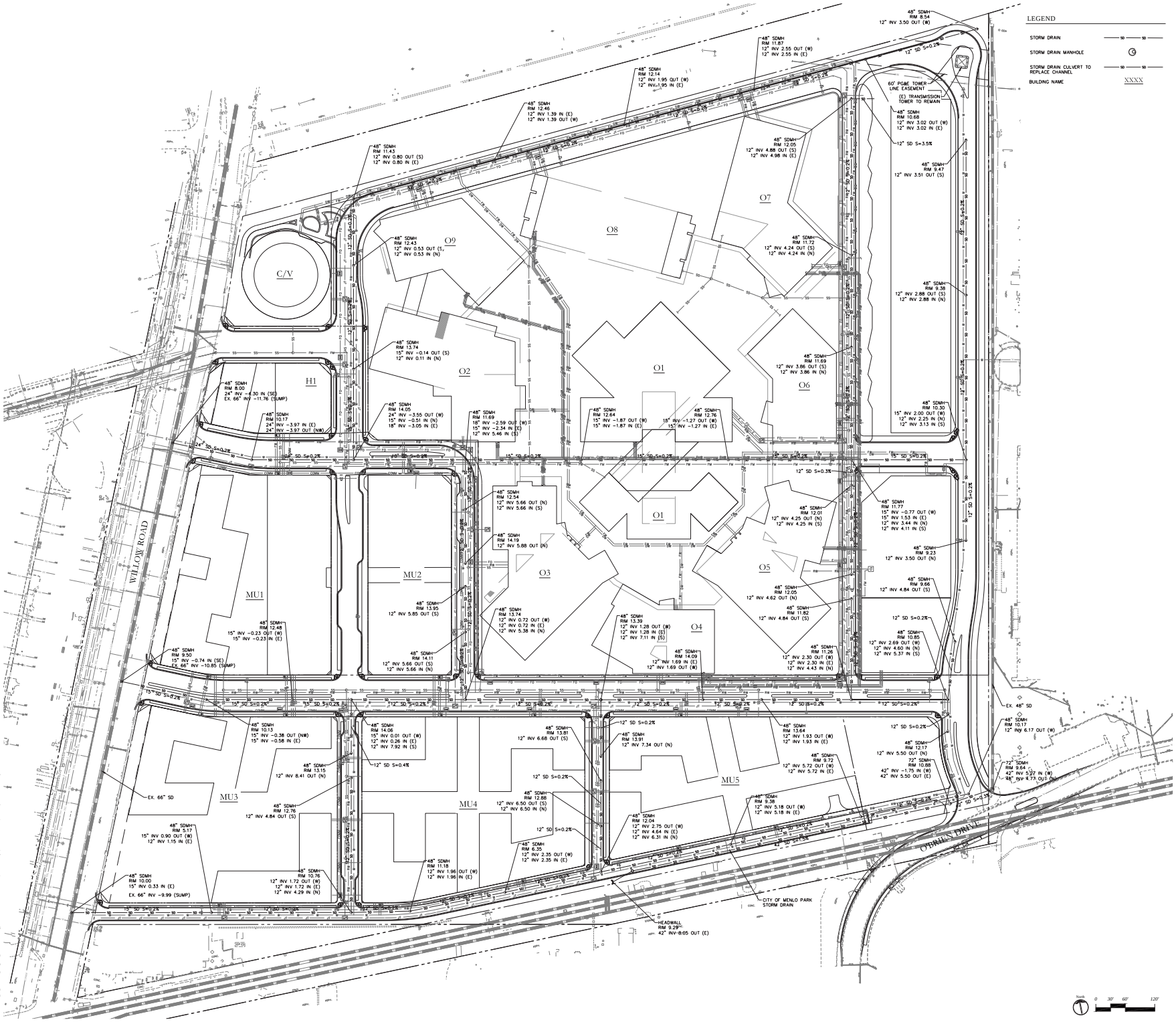

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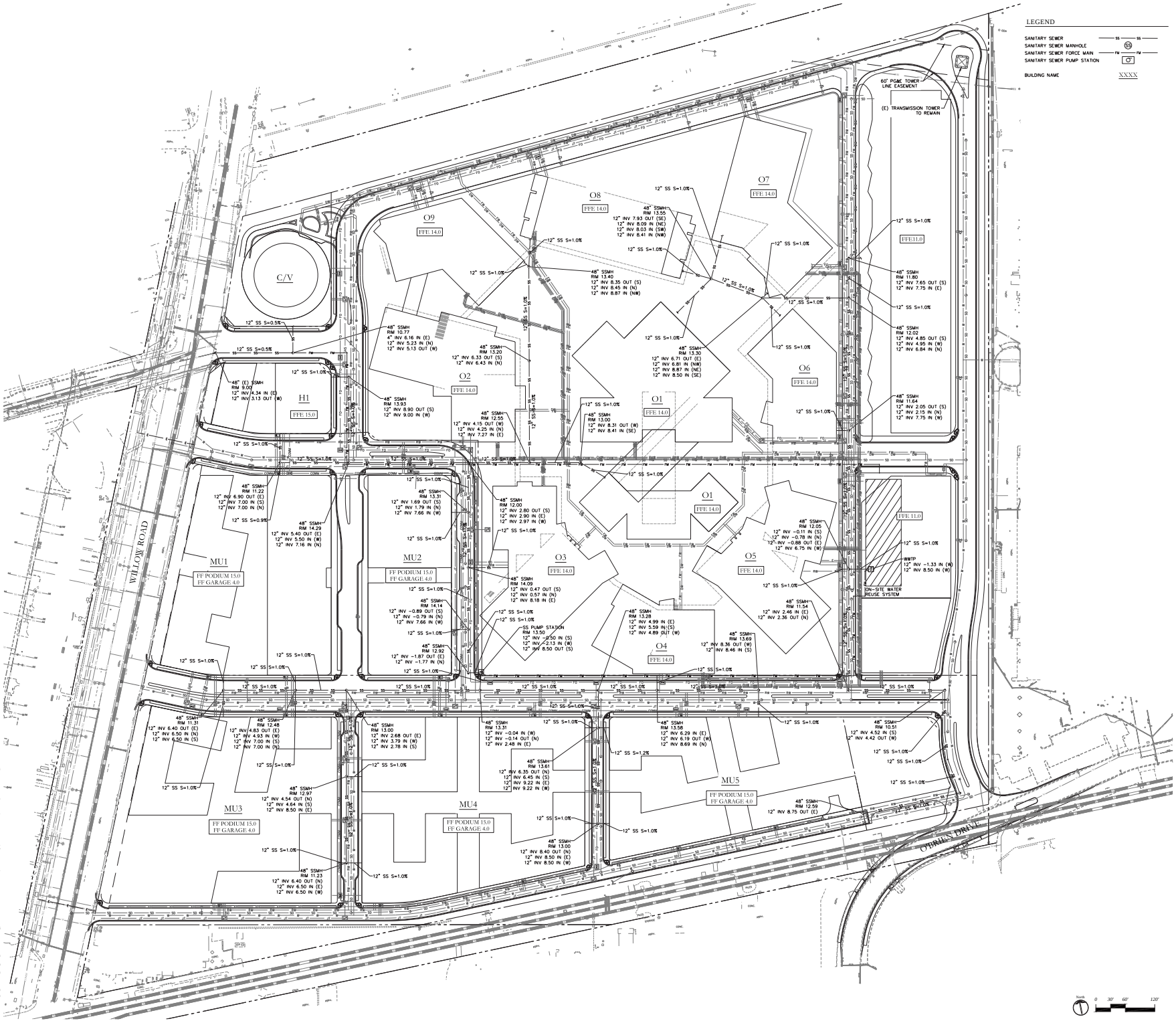

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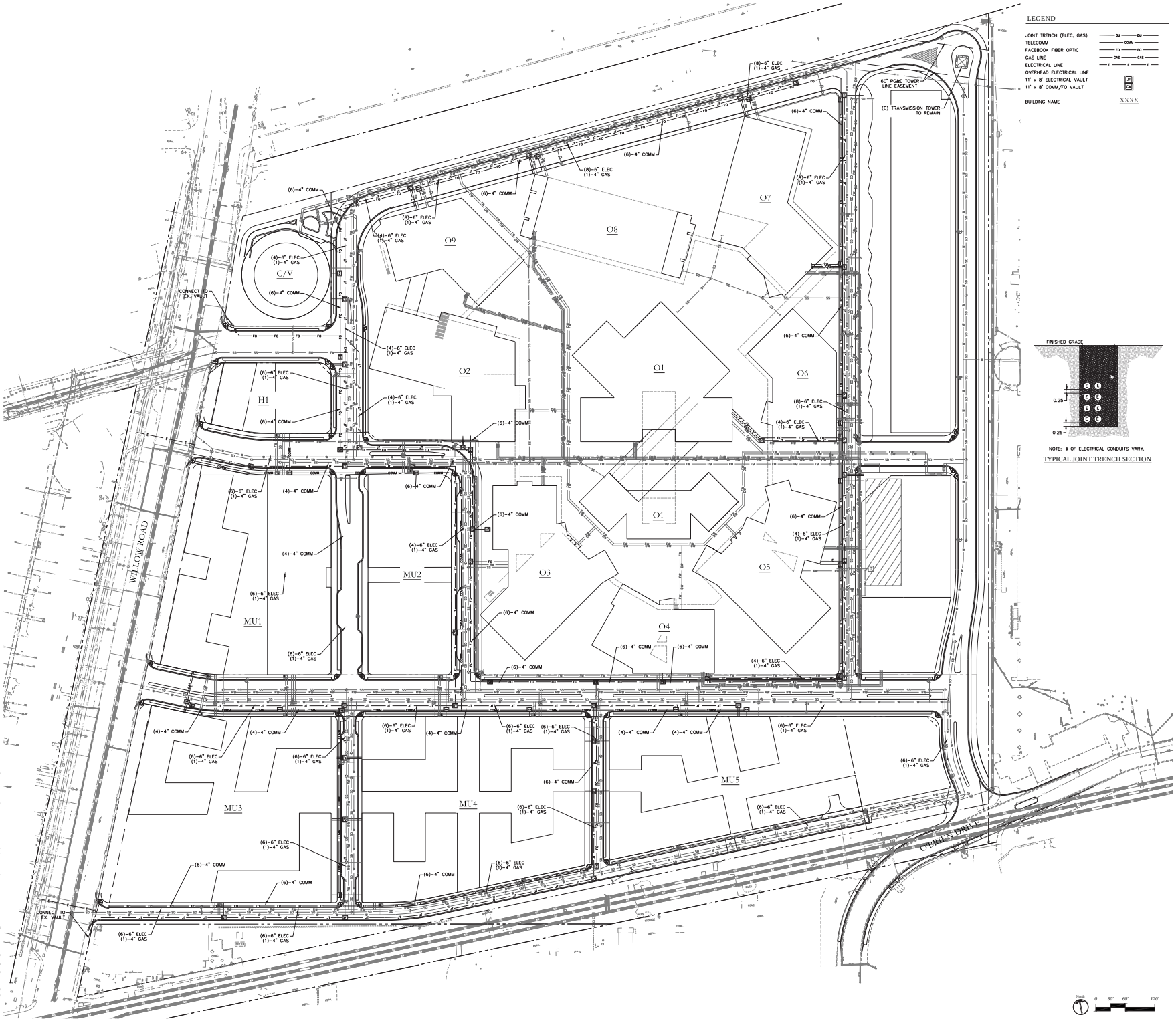

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NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR
WILLOW RD
ADAMS CT
O'BRIEN DR
KEY PLAN

STAMP

PROJ. NO.	FORMAT	DRAWN BY
17-084	36"X48"	SHERWOOD

SCALE 1"=60' DATE 02/08/2018

JOINT TRENCH PLAN

DRAWING TITLE

C1-00-701

DRAWING NUMBER

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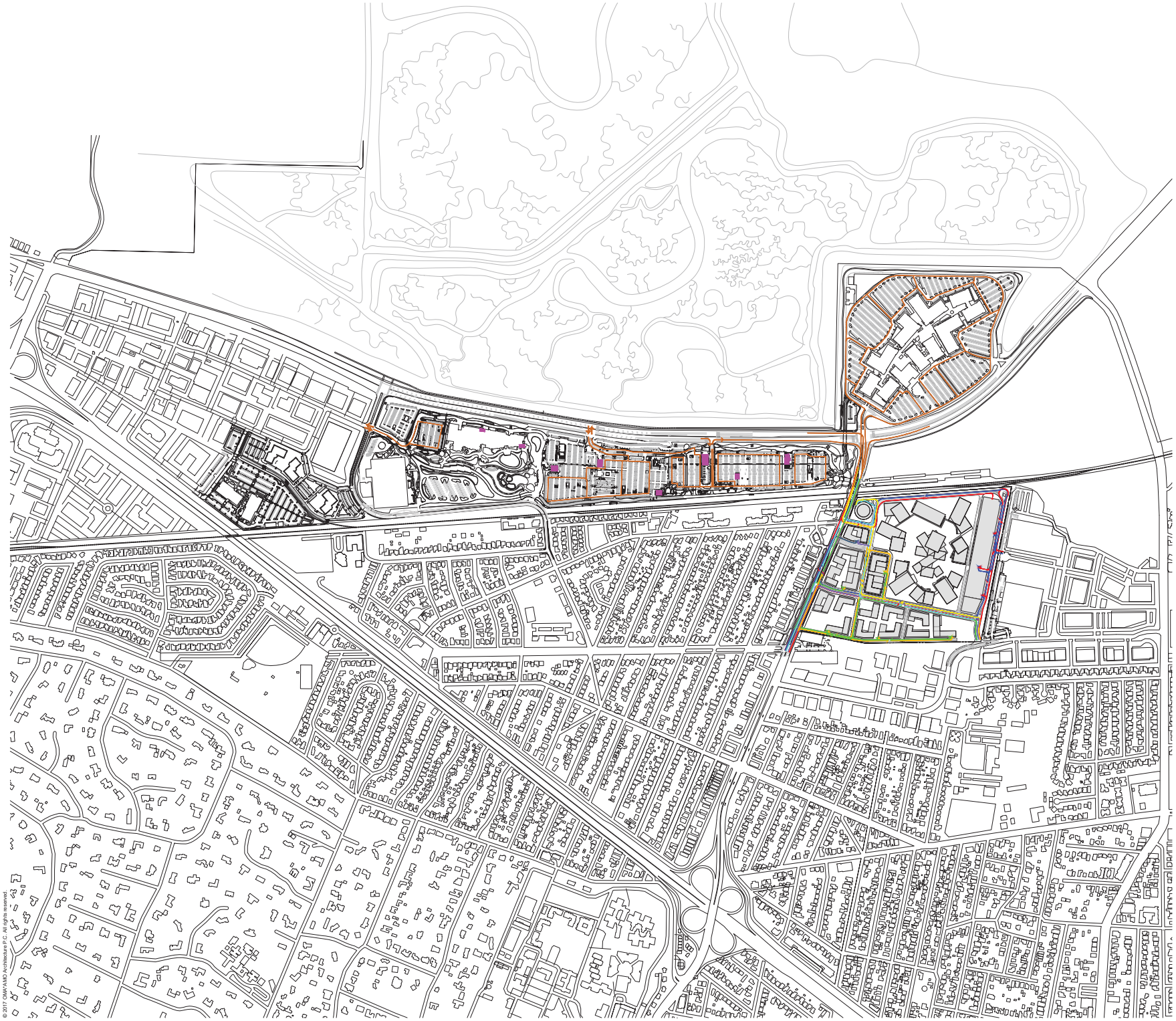

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LEGEND

- VEHICLE CIRCULATION OFFICE
- VEHICLE CIRCULATION OFFICE PARKING STRUCTURE IN
- VEHICLE CIRCULATION OFFICE PARKING STRUCTURE OUT
- VEHICLE CIRCULATION RESIDENTIAL COMPOUND IN
- VEHICLE CIRCULATION RESIDENTIAL COMPOUND OUT
- VEHICLE CIRCULATION PUBLIC UNDERGROUND PARKING IN
- VEHICLE CIRCULATION PUBLIC UNDERGROUND PARKING OUT
- VEHICLE CIRCULATION HOTEL UNDERGROUND PARKING IN
- VEHICLE CIRCULATION HOTEL UNDERGROUND PARKING OUT
- VEHICLE OFFICE PARKING STRUCTURE ACCESS
- VEHICLE OFFICE PARKING STRUCTURE EXIT
- VEHICLE RESIDENTIAL COMPOUND ACCESS
- VEHICLE RESIDENTIAL COMPOUND EXIT
- VEHICLE PUBLIC UNDERGROUND PARKING ACCESS
- VEHICLE PUBLIC UNDERGROUND PARKING EXIT
- VEHICLE HOTEL UNDERGROUND PARKING ACCESS
- VEHICLE HOTEL UNDERGROUND PARKING EXIT
- LOBBIES

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD

ADAMS CT

O'BRIEN DR

KEY PLAN

STAMP

PROJ. NO.	FORMAT	DRAWN BY
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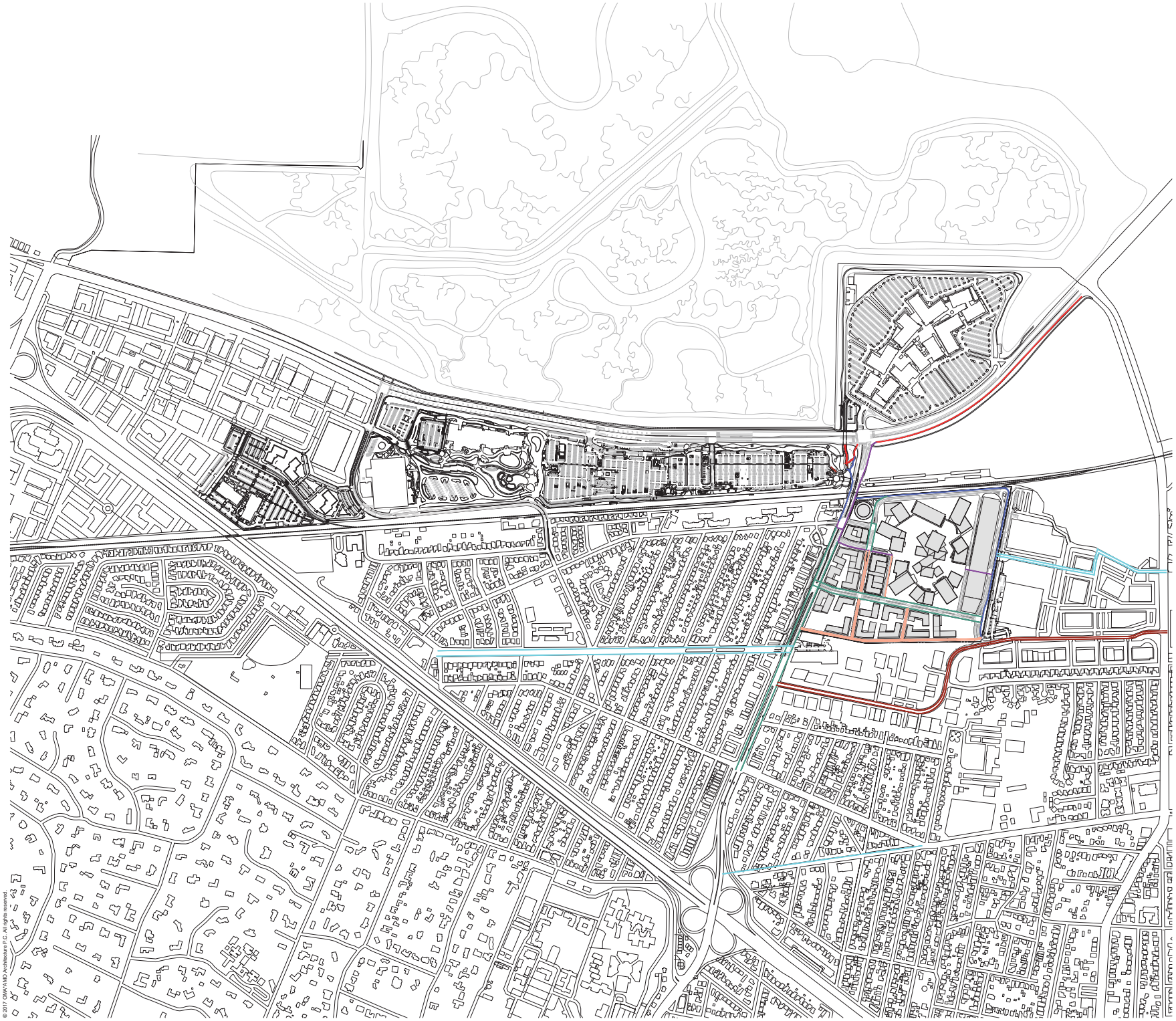
SCALE 1" = 300' - 0" DATE 2/8/2018

PROPOSED REGIONAL VEHICLE ACCESS

DRAWING TITLE

N1-00-001

DRAWING NUMBER



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LEGEND

- BAY TRAIL
- CLASS I - BICYCLE LANE
- CLASS II - BIKE LANE
- MULTI-USE PATH
- POTENTIAL FUTURE CONNECTIONS
- PLANNED CLASS II BIKE PATH
- SHARROWS

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD ADAMS CT O'BRIEN DR

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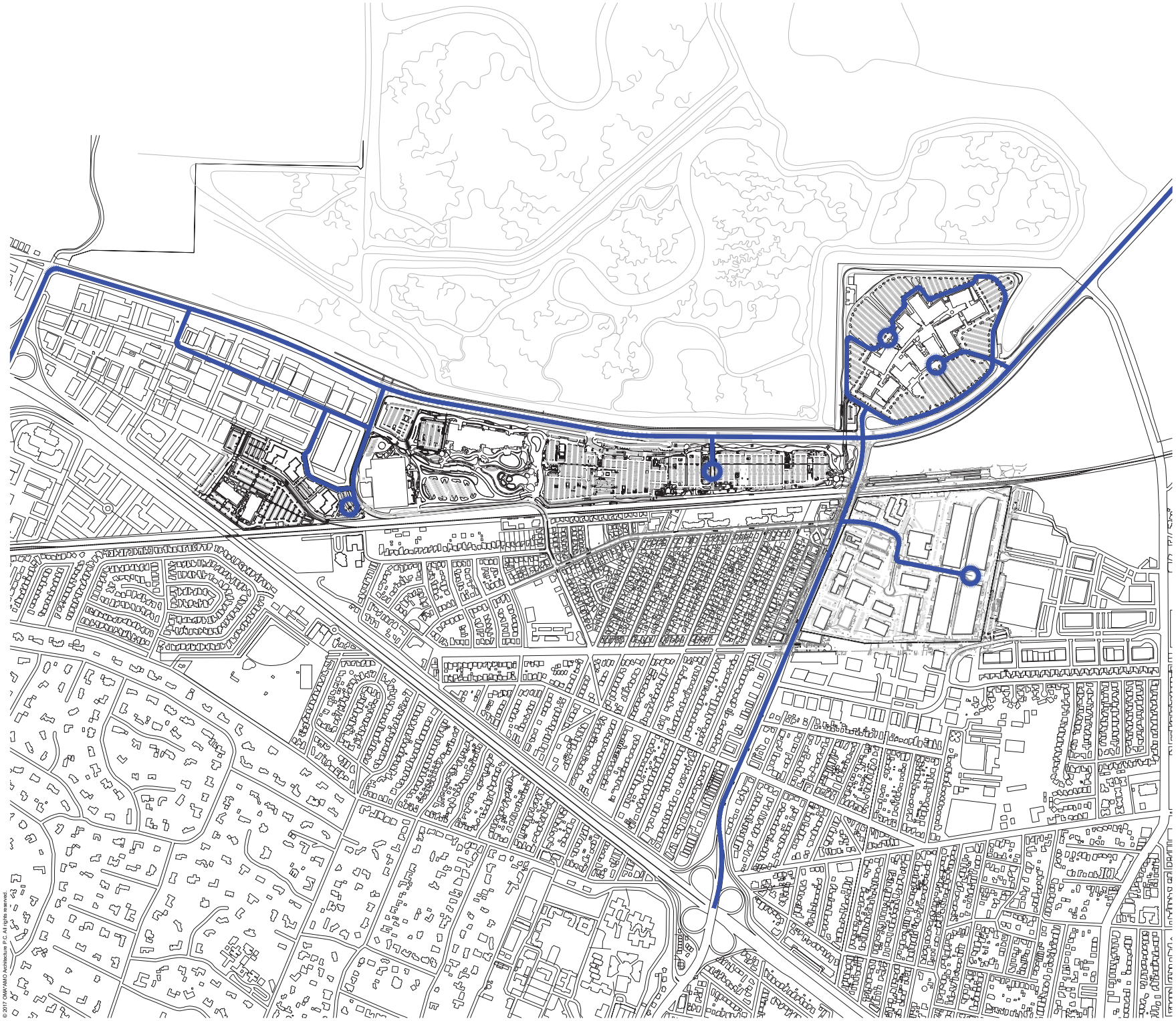
SCALE 1" = 300' - 0" DATE 2/8/2018

PROPOSED REGIONAL BICYCLE CIRCULATION

DRAWING TITLE

N1-00-002

DRAWING NUMBER



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48 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102 T.415.544.7500

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58 MAIDEN LANE, 3RD FLOOR
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LEGEND

SHUTTLE CIRCULATION

SHUTTLE STOP

NO.	ISSUE DATE	COMMENTS
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PROJ. NO.	FORMAT	DRAWN BY

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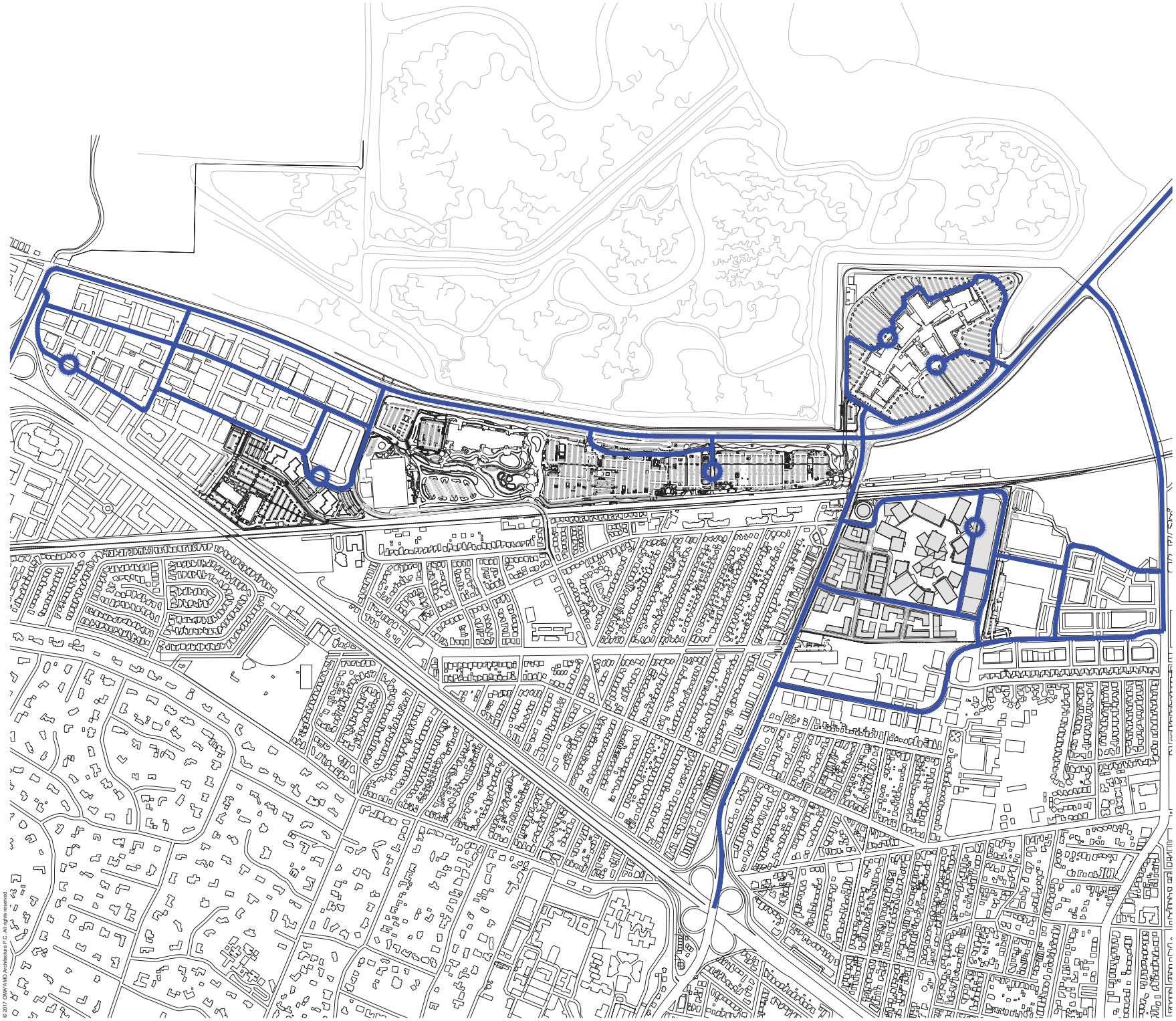
CURRENT REGIONAL SHUTTLE BUS ROUTE

DRAWING TITLE

N1-00-003

DRAWING NUMBER



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443 TEHAMA ST, 1ST FLOOR
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CIVIL ENGINEER
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LEGEND

SHUTTLE CIRCULATION

THROUGH HUB

NO.	ISSUE DATE	COMMENTS
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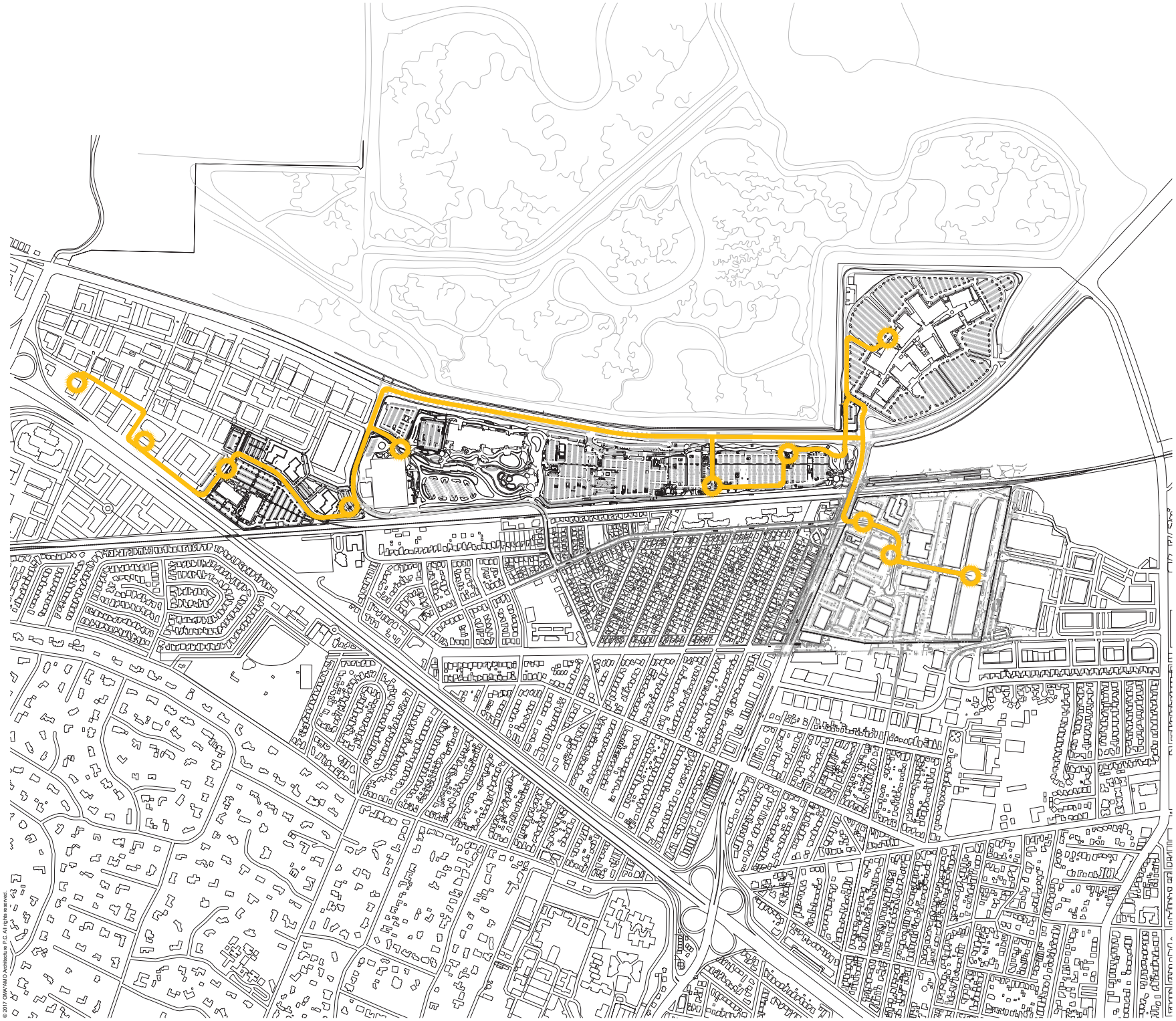
SCALE 1" = 300' - 0" DATE 2/8/2018

PROPOSED REGIONAL SHUTTLE BUS ROUTE

DRAWING TITLE

N1-00-004

DRAWING NUMBER



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LANDSCAPE ARCHITECTURE
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LEGEND
TRAM CIRCULATION
TRAM STOP

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD
ADAMS CT
O'BRIEN DR

KEY PLAN

STAMP

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DRAWING TITLE

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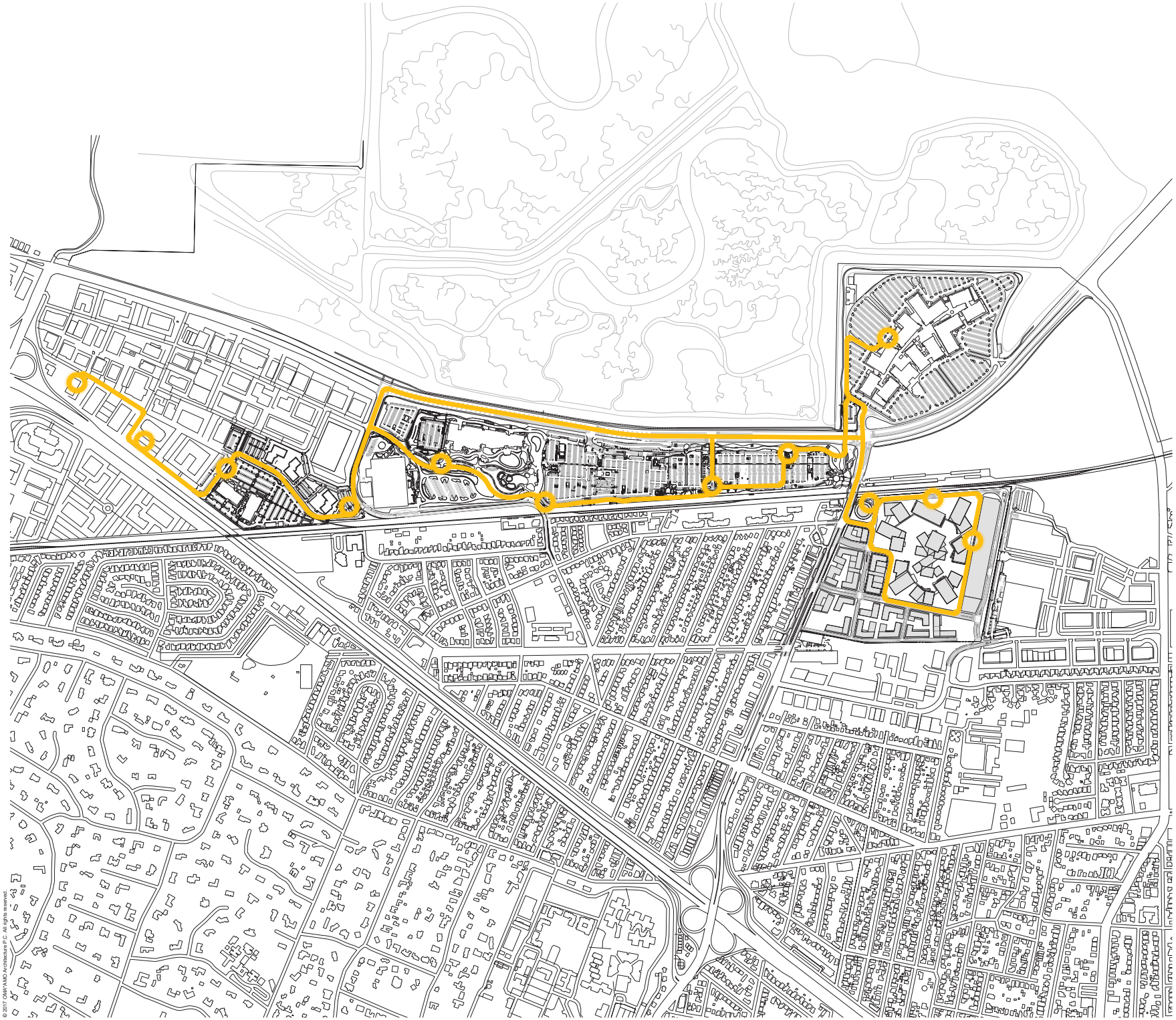

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LEGEND

TRAM CIRCULATION

TRAM STOP

NO.	ISSUE	DATE	COMMENTS
01		02 / 08 / 2018	EIR PLAN

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ADAMS CT

O'BRIEN DR

KEY PLAN

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PROJ. NO.	FORMAT	DRAWN BY
00000000	36"X48"	OMA

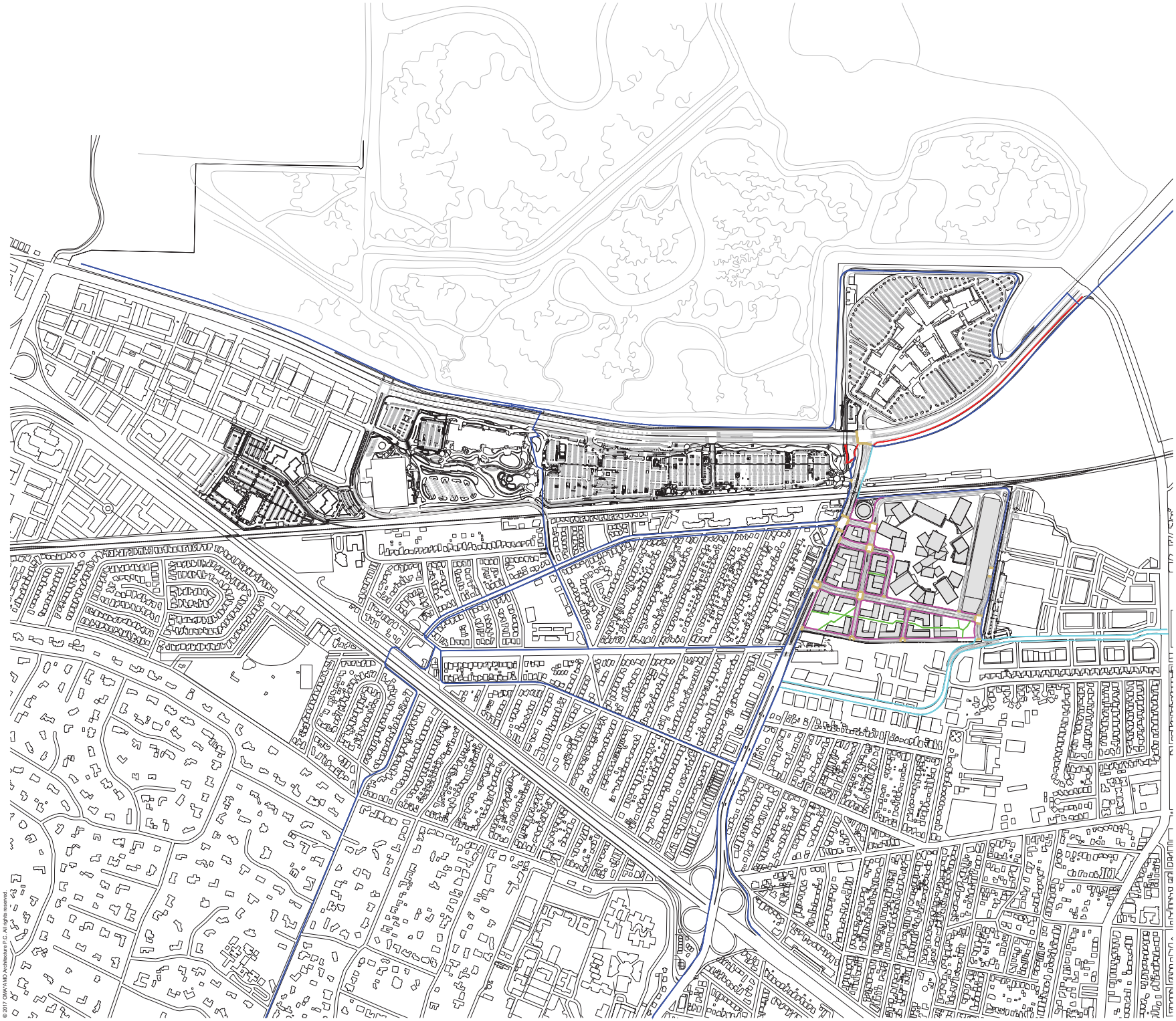
SCALE 1" = 300' - 0" DATE 2/8/2018

PROPOSED REGIONAL TRAM ROUTE

DRAWING TITLE

N1-00-006

DRAWING NUMBER



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LANDSCAPE ARCHITECTURE
CONGER MOSS GUILLARD
444 BRYANT STREET
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LEGEND

- BAY TRAIL
- PROPOSED PUBLIC SIDEWALK SIDEWALK
- MULTI-USE PATH
- RESIDENTIAL PARK PATH
- FUTUR/POTENTIAL SIDEWALK
- EXISTING SIDEWALK
- CROSSWALK

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD

ADAMS CT

O'BRIEN DR

KEY PLAN

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SCALE 1" = 300' - 0" DATE 2/8/2018

PROPOSED REGIONAL PEDESTRIAN ROUTE

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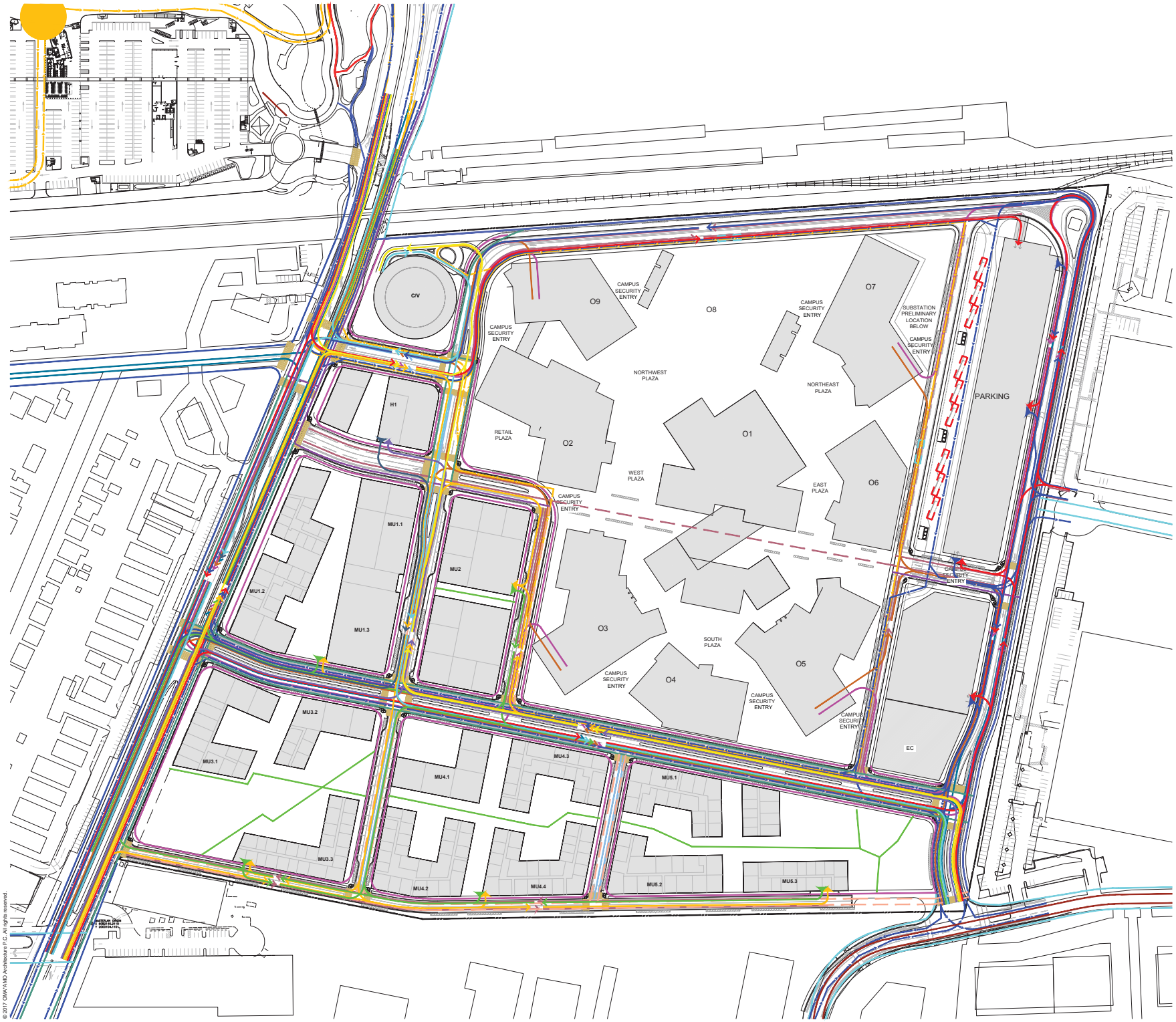

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LEGEND

- VEHICLE CIRCULATION OFFICE PARKING STRUCTURE IN
- VEHICLE CIRCULATION OFFICE PARKING STRUCTURE OUT
- VEHICLE CIRCULATION RESIDENTIAL COMPOUND IN
- VEHICLE CIRCULATION RESIDENTIAL COMPOUND OUT
- VEHICLE CIRCULATION HOTEL UNDERGROUND PARKING IN
- VEHICLE CIRCULATION HOTEL UNDERGROUND PARKING OUT
- VEHICLE PUBLIC UNDERGROUND PARKING IN
- VEHICLE PUBLIC UNDERGROUND PARKING OUT
- VEHICLE OFFICE PARKING STRUCTURE ACCESS
- VEHICLE OFFICE PARKING STRUCTURE EXIT
- VEHICLE RESIDENTIAL COMPOUND ACCESS
- VEHICLE RESIDENTIAL COMPOUND EXIT
- VEHICLE HOTEL UNDERGROUND PARKING ACCESS
- VEHICLE HOTEL UNDERGROUND PARKING EXIT
- BAY TRAIL
- CLASS I - BICYCLE LANE
- CLASS II - BIKE LANE
- MULTI-USE PATH
- POTENTIAL FUTURE CONNECTIONS
- PLANNED CLASS II BIKE PATH
- SHARROWS
- SHUTTLE CIRCULATION
- SHUTTLE STOP
- TRAM CIRCULATION
- TRAM STOP
- TRAM HUB
- TRUCK CIRCULATION INBOUND MANEUVERS
- TRUCK CIRCULATION OUTBOUND MANEUVERS
- PRIMARY EMERGENCY RESPONSE ROUTE
- FIRE APPARATUS ROAD
- EMERGENCY ACCESS ROAD
- RESTRICTED ACCESS ROAD/OPEN FOR EVA
- BAY TRAIL
- PROPOSED PUBLIC SIDEWALK SIDEWALK
- MULTI-USE PATH
- RESIDENTIAL PARK PATH
- FUTUR/POTENTIAL SIDEWALK
- EXISTING SIDEWALK
- CROSSWALK

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

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O'BRIEN DR

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SCALE 1/64" = 1' - 0" DATE 2/8/2018

PROPOSED OVERLAY

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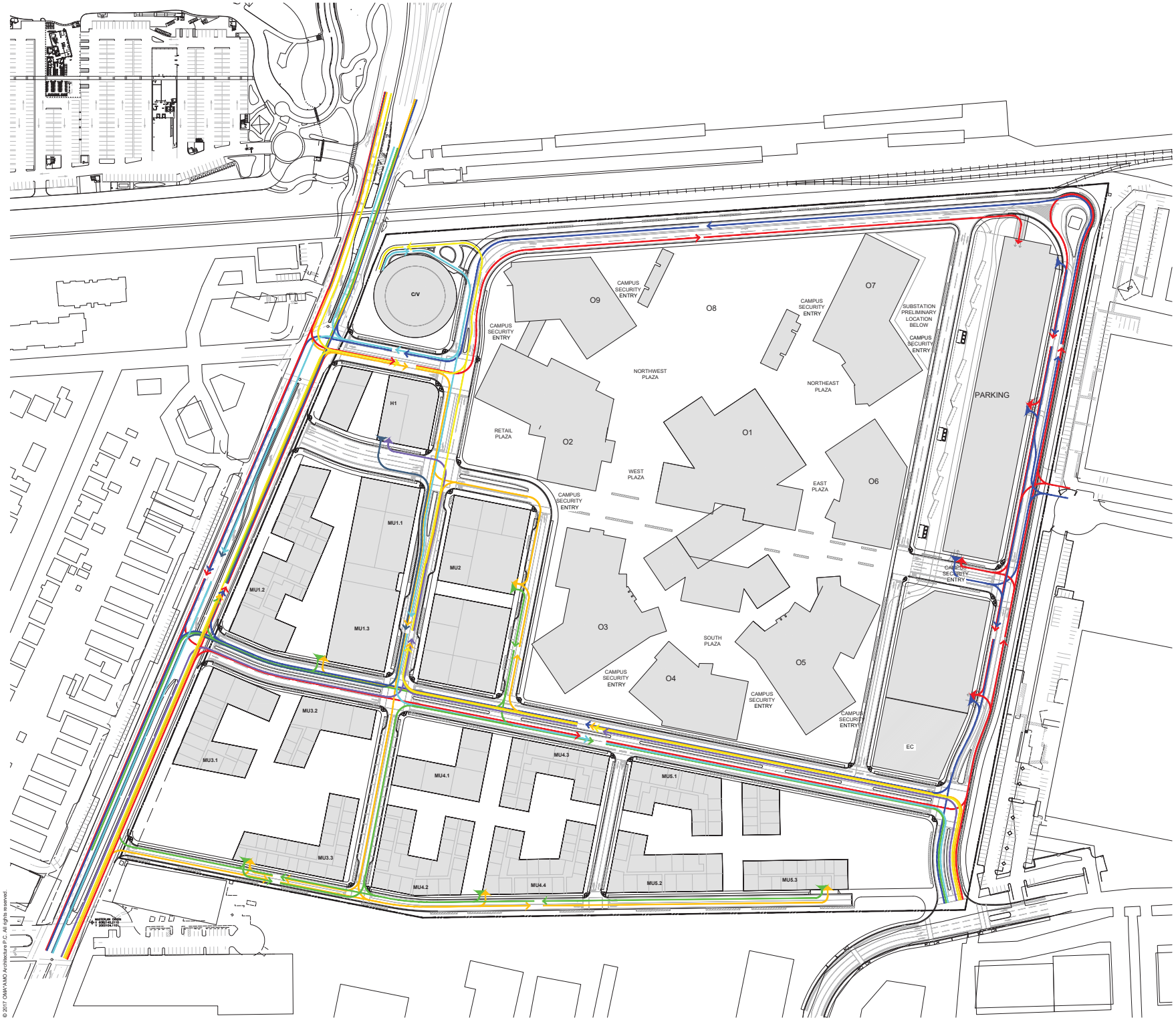

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PAE CONSULTING ENGINEERS
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SUSTAINABILITY
ATELIER TEN
443 TEHAMA ST, 1ST FLOOR
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SHERWOOD DESIGN ENGINEERS
58 MAIDEN LANE, 3RD FLOOR
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TRANSPORTATION
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NEW YORK, NY 10010

FEHR & PEERS
160 W SANTA CLARA STREET, SUITE 675
SAN JOSE, CA 95113 T.408.278.1700

LANDSCAPE ARCHITECTURE
CONGER MOSS GUILLARD
444 BRYANT STREET
SAN FRANCISCO, CA 94107 T.415.495.3070

LEGEND
- VEHICLE CIRCULATION OFFICE PARKING STRUCTURE IN
- VEHICLE CIRCULATION OFFICE PARKING STRUCTURE OUT
- VEHICLE CIRCULATION RESIDENTIAL COMPOUND IN
- VEHICLE CIRCULATION RESIDENTIAL COMPOUND OUT
- VEHICLE CIRCULATION HOTEL UNDERGROUND PARKING IN
- VEHICLE CIRCULATION HOTEL UNDERGROUND PARKING OUT
- VEHICLE PUBLIC UNDERGROUND PARKING IN
- VEHICLE PUBLIC UNDERGROUND PARKING OUT
- VEHICLE OFFICE PARKING STRUCTURE ACCESS
- VEHICLE OFFICE PARKING STRUCTURE EXIT
- VEHICLE RESIDENTIAL COMPOUND ACCESS
- VEHICLE RESIDENTIAL COMPOUND EXIT
- VEHICLE HOTEL UNDERGROUND PARKING ACCESS
- VEHICLE HOTEL UNDERGROUND PARKING EXIT

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD

ADAMS CT

O'BRIEN DR

KEY PLAN

STAMP

00000000	36"X48"	OMA
PROJ. NO.	FORMAT	DRAWN BY

SCALE 1/64" = 1'- 0" DATE 2/8/2018

PROPOSED INTERNAL VEHICLE ACCESS

DRAWING TITLE

N1-00-009

DRAWING NUMBER

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MENLO PARK, CA 94025, USA

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NEW YORK, NY 10014 T.212.337.0770

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17383 WEST SUNSET BLVD., B-200
PACIFIC PALISADES, CA 90272 T.310.230.0088

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ATELIER TEN
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LEGEND
- BAY TRAIL
- CLASS I - BICYCLE LANE
- CLASS II - BIKE LANE
- MULTI-USE PATH
- POTENTIAL FUTURE CONNECTIONS
- PLANNED CLASS II BIKE PATH
- SHARROWS

NO.	ISSUE DATE	COMMENTS
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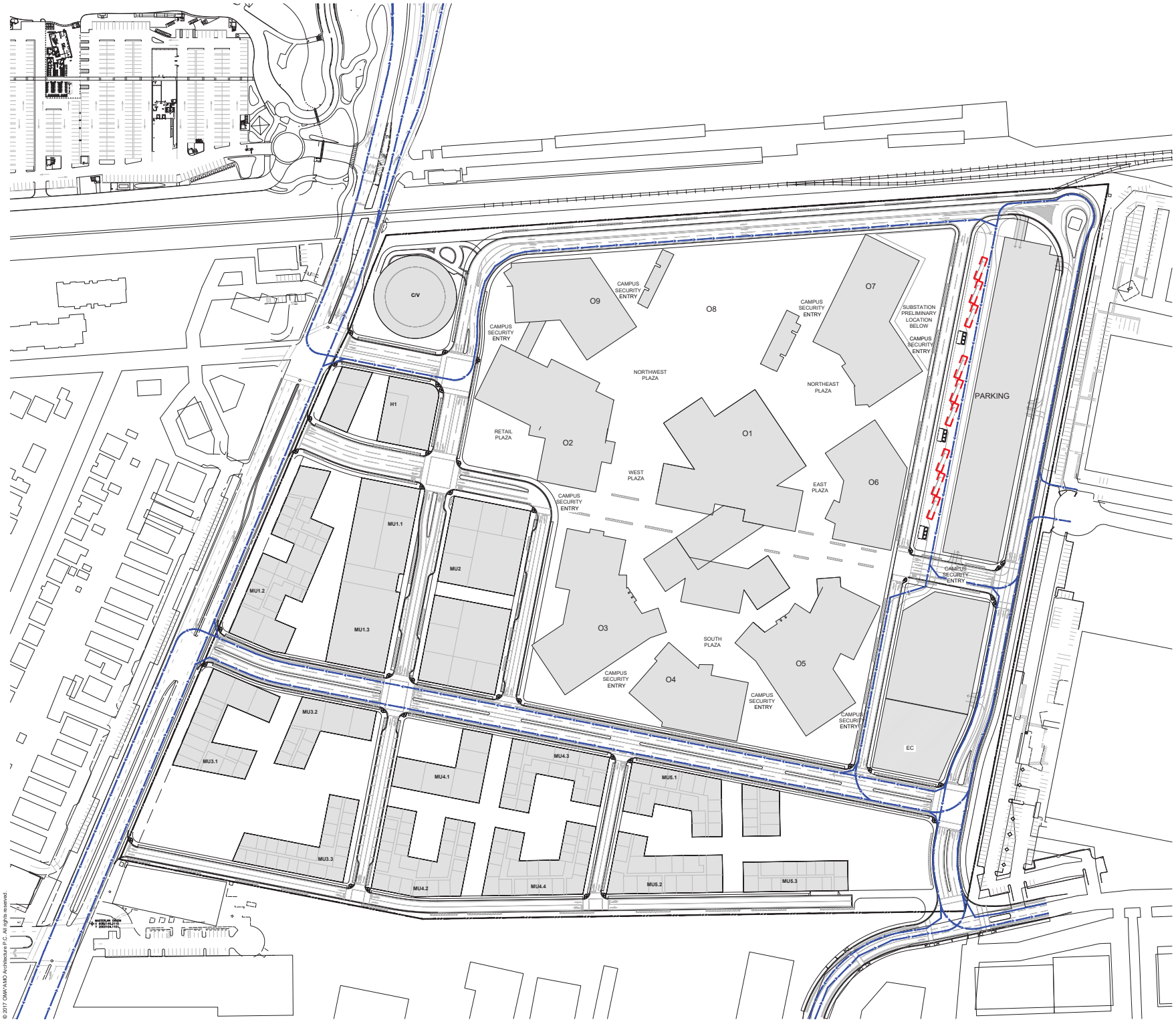
PROPOSED BICYCLE CIRCULATION

DRAWING TITLE

N1-00-010

DRAWING NUMBER



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LEGEND
SHUTTLE CIRCULATION
SHUTTLE STOP

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PROPOSED EMPLOYEE SHUTTLE BUS ROUTE
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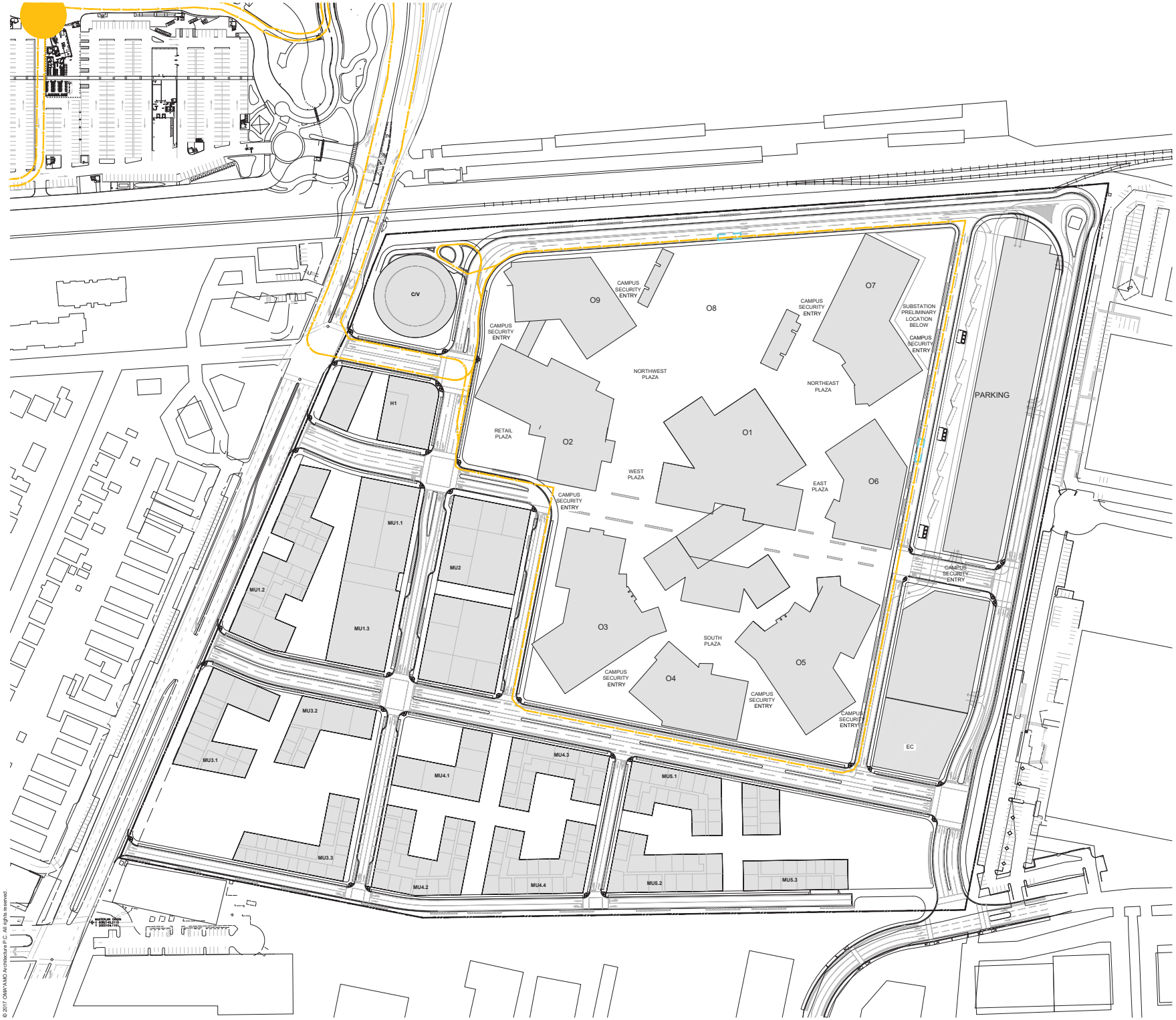
N1-00-011
DRAWING NUMBER



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ATELIER TEN
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LEGEND
TRAM CIRCULATION
TRAM STOP
TRAM HUB

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PROPOSED EMPLOYEE TRAM ROUTE
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N1-00-012
DRAWING NUMBER

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LEGEND
TRUCK CIRCULATION INBOUND MANEUVERS
TRUCK CIRCULATION OUTBOUND MANEUVERS

NO.	ISSUE DATE	COMMENTS
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ADAMS CT
O'BRIEN DR
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00000000 | 36"X48" | OMA
PROJ. NO. | FORMAT | DRAWN BY

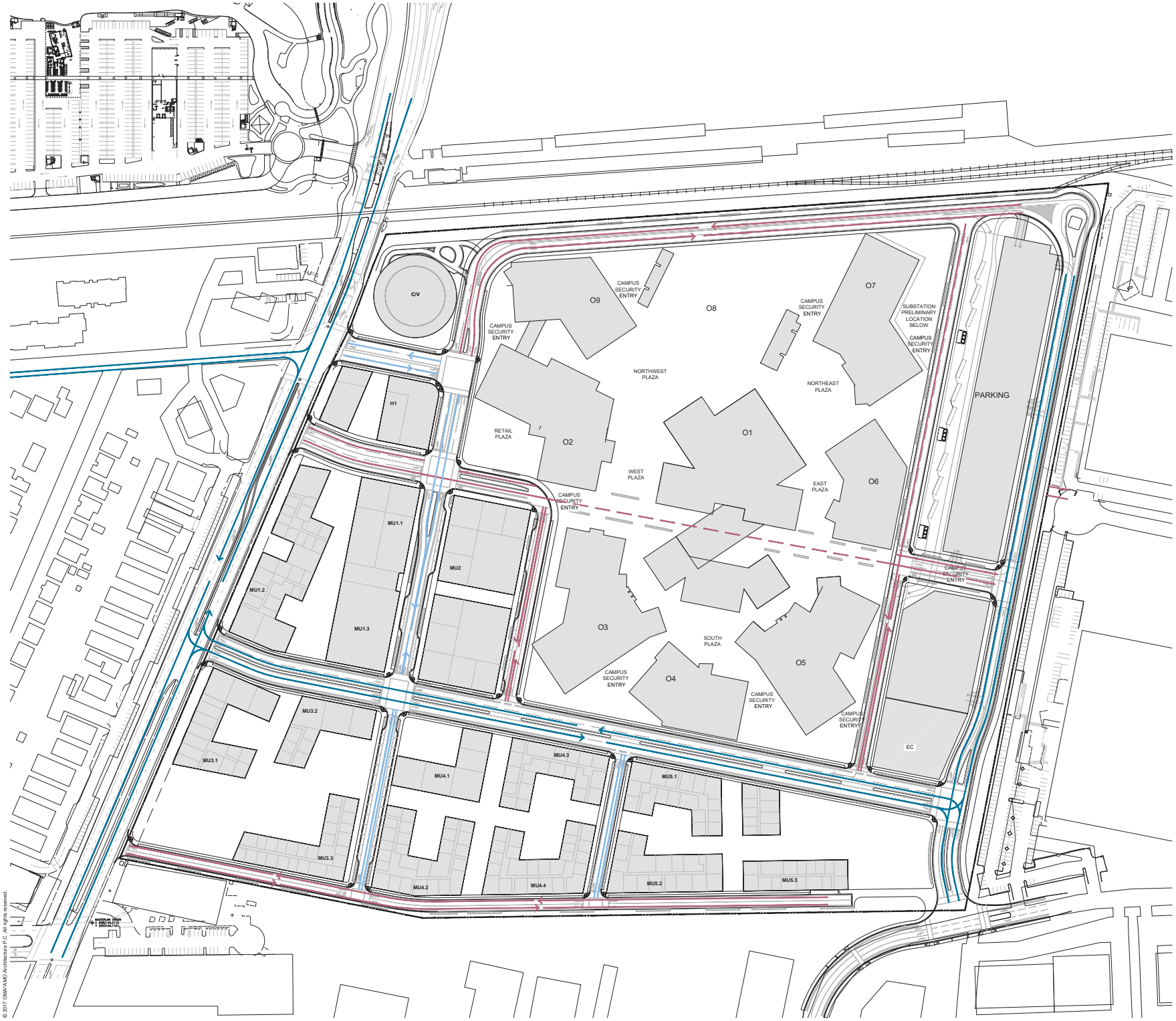
SCALE 1/64" = 1'- 0" DATE 2/8/2018

PROPOSED TRUCK ACCESS

DRAWING TITLE

N1-00-013

DRAWING NUMBER



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48 GOLDEN GATE AVENUE
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SUSTAINABILITY
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LANDSCAPE ARCHITECTURE
CONGER MOSS GUILLARD
444 BRYANT STREET
SAN FRANCISCO, CA 94107 T.415.495.3070

LEGEND

- PRIMARY EMERGENCY RESPONSE ROUTE
- FIRE APPARATUS ROAD
- EMERGENCY ACCESS ROAD
- RESTRICTED ACCESS ROAD/OPEN FOR ECA

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

DUMBARTON RAIL CORRIDOR

WILLOW RD

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O'BRIEN DR

KEY PLAN

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PROPOSED EMERGENCY VEHICLE ACCESS

DRAWING TITLE

N1-00-014

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1601 WILLOW ROAD
MENLO PARK, CA 94025, USA

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ARCHITECT OF RECORD
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SAN FRANCISCO, CA 94102 T.415.544.7500

SUSTAINABILITY
ATELIER TEN
443 TEHAMA ST, 1ST FLOOR
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LEGEND

- BAY TRAIL
- PROPOSED PUBLIC SIDEWALK SIDEWALK
- MULTI-USE PATH
- RESIDENTIAL PARK PATH
- FUTUR/POTENTIAL SIDEWALK
- EXISTING SIDEWALK
- CROSSWALK

NO.	ISSUE DATE	COMMENTS
01	02 / 08 / 2018	EIR PLAN

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00000000	36"X48"	OMA
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SCALE 1/64" = 1' - 0" DATE 2/8/2018

PROPOSED PEDESTRIAN ROUTE

DRAWING TITLE

N1-00-015

DRAWING NUMBER

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N

0' 30' 60' 120'
SCALE IN INCHES

WILLOW VILLAGE □T□□□ Site Su□ □ □r□□

Tree Re□ □v□ □ Re□□ce□ e□□HERITAGE

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
166		Heri□ge tree □ith GOOD he□lth	2:1	332
76		Heri□ge tree □ith FAIR-POOR he□lth	1:1	76
1		Heri□ge tree □ith POOR-DEAD he□lth	1:1	1
243 TOTAL				**409**

Tree Re□ □v□□NON-HERITAGE

REMOVAL TOTALS	SYM.	DESCRIPTION	REPLACEMENT VALUE	REPLACEMENT TOTALS
560		N□□-heri□ge tree	NA	NA

Trees t□ Re□ □ □□HERITAGE □ NON-HERITAGE

TOTALS	SYM.	DESCRIPTION
0		Heri□ge tree
0		N□□-Heri□ge tree
0 TOTAL		

NOTE: Project Landscape Architect and Arborist will coordinate with City Arborist to review and confirm tree health and replacement values. Project Landscape Architect and Arborist will also review existing trees for potential relocation within project.

PROJECT
WILLOW VILLAGE MASTER PLAN
MENLO PARK, CA 94025, USA

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MEP ENGINEER
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48 GOLDEN GATE AVENUE
SAN FRANCISCO, CA 94102 T.415.544.7500

SUSTAINABILITY
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SHERWOOD DESIGN ENGINEERS
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SCALE 1" = 60' - 0" DATE 2/8/2018

DRAWING TITLE
HERITAGE TREE DISPOSITION PLAN

DRAWING NUMBER
L1-00-103

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N

0' 30' 60' 120'
SCALE IN INCHES

	QTY
Re□uired Herit□ge Tree Re□□ce□e□ts	409
Pr□□□sed Herit□ge Tree Re□□ce□e□ts	960*

NOTE: All Replacement Trees will be 24" Box or larger.

*Proposed Tree Replacement quantities are preliminary. Species selection will be provided at a subsequent submittal.

PROJECT
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PROPOSED LANDSCAPE TREE PLAN

DRAWING TITLE

L2-00-206

DRAWING NUMBER

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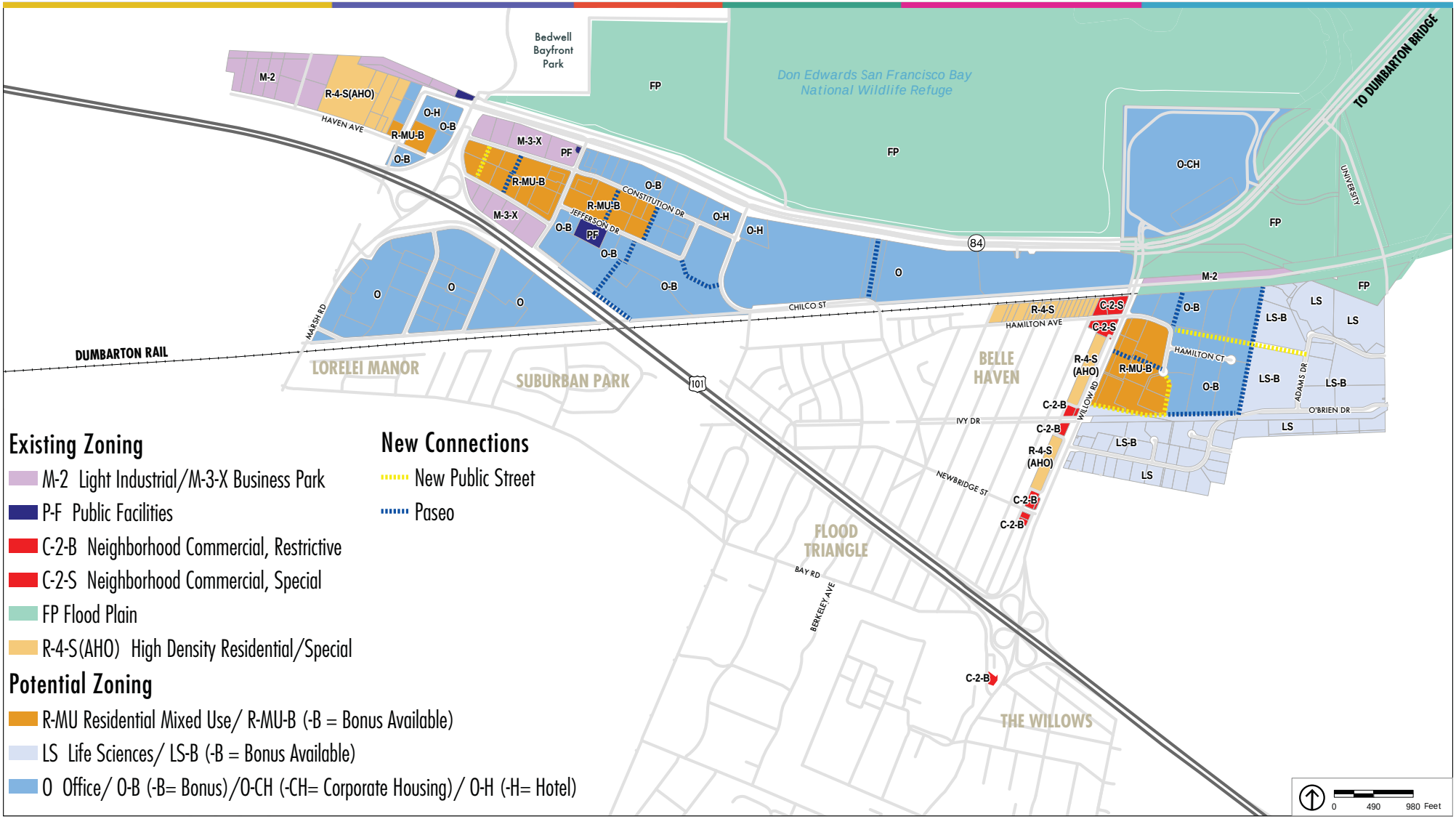


Existing Zoning

- M-2 Light Industrial/M-3-X Business Park
- P-F Public Facilities
- C-2-B Neighborhood Commercial, Restrictive
- C-2-S Neighborhood Commercial, Special
- FP Flood Plain
- R-4-S(AHO) High Density Residential/Special

New Connections

- New Public Street
- Paseo

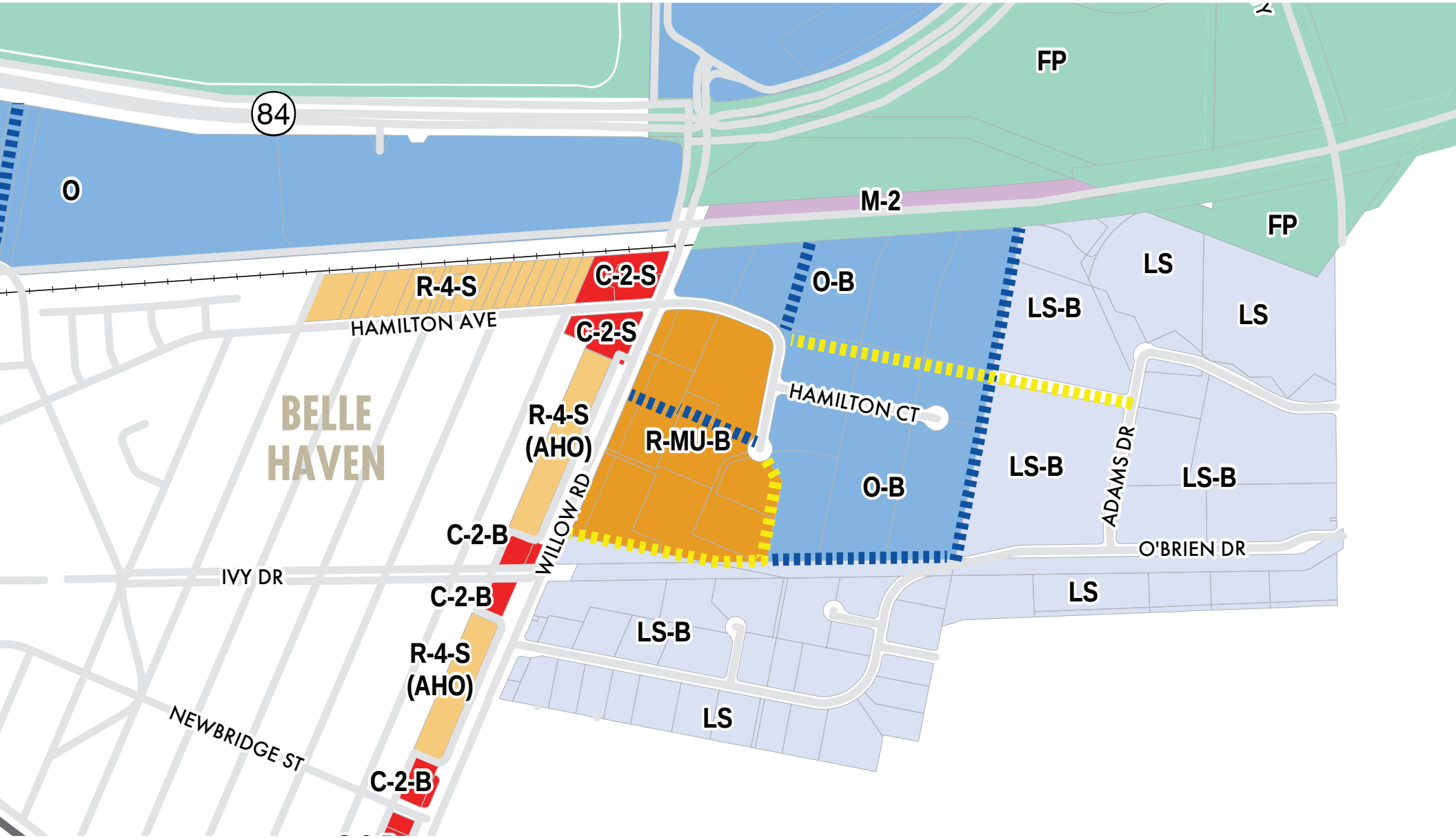
Potential Zoning

- R-MU Residential Mixed Use/ R-MU-B (-B = Bonus Available)
- LS Life Sciences/ LS-B (-B = Bonus Available)
- O Office/ O-B (-B= Bonus)/O-CH (-CH= Corporate Housing)/ O-H (-H= Hotel)

CONNECTMENLO

M-2 AREA ZONING

Adopted: December 6, 2016


84
O
FP
M-2
FP
R-4-S
C-2-S
HAMILTON AVE
C-2-S
O-B
LS-B
LS
LS
BELLE
HAVEN
R-4-S
(AHO)
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ADAMS DR
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SPECIAL AND REGULAR MEETING MINUTES - DRAFT

Date: 3/13/2018
Time: 6:00 p.m.
City Council Chambers
701 Laurel St., Menlo Park, CA 94025

6:00 p.m. Closed Session (City Hall - "Downtown" Conference Room, 1st Floor)

Mayor Ohtaki called the closed session to order at 6:11 p.m. No public comments were received.

Councilmembers Cline, Mueller and Ohtaki were present. Councilmember Keith participated by phone from Marriott Washington Wardman Park, Cleveland 1 Conference Room, 2660 Woodley Road, NW, Washington, DC 20008

CL1. Closed session conference with real property negotiators pursuant to Government Code §54956.8 regarding terms and conditions of lease for Burgess Pool facilities at 501 Laurel St. and Belle Haven Pool facilities at 100 Terminal Ave., with Tim Sheeper of Team Sheeper, Inc.

Attendees: City Manager Alex McIntyre, City Attorney Bill McClure, Community Services Director Derek Schweigart, Public Works Director Justin Murphy, Administrative Services Director Nick Pegueros

CL2. 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 (City Council Chambers)

A. Call to Order

Mayor Ohtaki called the meeting to order at 7:19 p.m.

B. Roll Call

Present:	Cline, Ohtaki, Mueller Councilmember Carlton participated by phone from 1209 W 8th St., Austin, TX 78703 Councilmember Keith participated by phone from the Marriott Washington Wardman Park, Cleveland 1 Conference Room, 2660 Woodley Road NW, Washington, DC 20008
Absent:	None
Staff:	City Manager Alex McIntyre, City Attorney Bill McClure, Deputy City Clerk Jelena Harada

C. Pledge of Allegiance

Mayor Ohtaki led the Pledge of Allegiance.

D. Report from Closed Session

There was no report from Closed Session.

E. Presentations and Proclamations

In recognition of California Arbor Day, Mayor Ohtaki acknowledged the planting of a tree at the Laurel School Upper Campus and presented a proclamation.

E1. Proclamation welcoming Mayor of Galway, Ireland

Mayor Ohtaki presented a proclamation to Mayor Pearce Flannery of Galway City, Ireland.

F. Study Session

F1. Consider and provide direction regarding (1) updating the City's Below Market Rate Housing Ordinance and Below Market Rate Program Guidelines and (2) updating the community amenities required for bonus level development in the Residential Mixed-Use zoning district (Staff Report #18-052-CC)

Housing and Economic Development Manager Jim Cogan introduced the item. Assistant City Attorney Leigh Prince made a presentation.

- Angela Evans, San Mateo County Housing Leadership Council, spoke about creating and preserving affordable housing.
- Ronald Snow spoke about evenly distributing affordable housing throughout the city.
- Richard Truempler, Sobrato Organization, spoke about a proposed mixed-use development containing 122 affordable rental units.
- Andrew Morcos, Greystar Menlo Park, spoke about the completed Haven Avenue development and future investments in Menlo Park.
- Karen Grove spoke about prioritizing affordable housing unit development.
- Adina Levin spoke about the need to work with area housing experts to avoid discouraging housing developments.
- Fran Dehn, Menlo Park Chamber of Commerce, spoke about the expectations set through the ConnectMenlo process regarding housing capacity.
- Cecilia Taylor spoke about the effects of new proposed housing on residents in the RM-U district.
- Sateez Kadivar spoke about the housing development constraints and the effect on smaller property owners.

The City Council provided staff general direction regarding proposed amendments to the Below Market Rate Ordinance and Guidelines. This included the calculation of BMR in lieu fees based on actual unit costs and to encourage affordable housing unit development rather than collection of fees. Regarding the amendments to the RMU Zoning District, the City Council gave general direction to keep the inclusionary requirement at 15 percent and work to ensure that small projects are not overly burdened. In addition, the City Council directed staff to clarify that the required community amenity value could be used for additional affordable housing or other community amenities.

G. 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.

- Jeffrey Gordon spoke about addressing resident relocations from the Sharon Green Apartments on a future City Council agenda.

H. Commission Report

H1. Consider applicants and make appointments to fill one public vacancy on the Belle Haven Neighborhood Library Advisory Committee (Staff Report #18-054-CC)

By acclamation, Pushpinder Lubana was appointed.

I. Consent Calendar

Councilmember Mueller pulled item I1. Mayor Ohtaki pulled item I2 to receive public comment. Councilmember Carlton pulled item I3.

I4. Authorize the City Manager to enter into an agreement with Teri Black & Co., LLC to perform recruitment services; and approve a bid waiver and expenditure for the recruitment services agreement with Teri Black & Co., LLC not to exceed $227,200 (Staff Report #18-046-CC)

ACTION: Motion and second (Cline/Mueller) to approve item I4 passed unanimously.

I1. Approve the City Council meeting minutes of January 13, January 23, January 29, February 6 and February 13, 2018 (Attachment)

ACTION: Motion and second (Ohtaki/Cline) to approve the City Council meeting minutes of January 13, January 23, January 29 and February 6, 2018, and direct staff to review and bring back the February 13 meeting minutes. The motion passed unanimously.

I2. Authorize the Mayor to sign letters of support or opposition on behalf of the City Council regarding pending State legislation in accordance with City policy and the League of California Cities official position and specific authorization for the Mayor to sign letters opposing SB 827 and supporting Propositions 68 and 69 (Staff Report #18-047-CC)

- Adina Levin spoke about deferring action on SB 827.
- Karen Grove spoke in support of SB 827.

ACTION: Motion and second (Keith/Cline) to approve letters opposing SB 827 unless amended, and supporting Proposition 69, passed unanimously. By acclamation, the City Council directed staff to review and bring back an item specific to Proposition 68 at the next City Council meeting.

I3. Appropriate a matching gift of $43,000 to the Menlo Park Historical Association and an additional $30,000 for City incurred costs for the Menlo Gates Project (Staff Report #18-053-CC)

ACTION: Motion and second (Mueller/Keith) to appropriate $43,000 to the Menlo Park Historical Association and $30,000 for City incurred costs for the Menlo Gates Project, and to form an ad hoc subcommittee of Mayor Ohtaki and Councilmember Carlton to work with the Menlo Park Historical Association to identify a location for the project and report back within 60 days. The motion passed 4-0-1 (Carlton abstained).

J. Public Hearing

J1. Consider the Planning Commission's recommendation and approve the conditional development permit and development agreement amendments to the Facebook East Campus, located at 1 Hacker Way (1601 Willow Road) (Staff Report #18-049-CC)

Councilmember Carlton announced that she would recuse herself due to a conflict of interest related to her consulting relationship with a company that does business with Facebook.

Councilmember Carlton left the meeting at 10:25 p.m.

Assistant Community Development Director Mark Muenzer introduced the item.

Mayor Ohtaki opened the public hearing at 10:32 p.m. There were no public comments received.

ACTION: Motion and second (Cline/Mueller) to close the public hearing at 10:33 p.m. passed by acclamation.

ACTION: Motion and second (Cline/Keith) to adopt a resolution approving the amended Conditional Development Permit for the Facebook East Campus; introduce an ordinance approving the amended Development Agreement for the Facebook East Campus; and certify that the requested amendments are consistent with the certified EIR for the East Campus and Facebook Campus Expansion Projects. The motion passed 4-0-1 (Carlton absent).

K. Regular Business

K1. Approve the introduction of an ordinance that will regulate newsracks within Menlo Park (Staff Report #18-045-CC)

Housing and Economic Development Manager Jim Cogan introduced the item.

ACTION: Motion and second to introduce an ordinance regulating newsracks in Menlo Park and amending Menlo Park Municipal Code section 13.28.030 relating to private property, adding a section specifying that newsracks on private property do not require newsrack permit but do require design review and approval by the City. The motion passed 3-1-1 (Mueller dissented, Carlton absent).

Councilmember Keith left the meeting at 11:25 p.m.

K2. Adopt a resolution to amend the City Council adopted salary schedule (Staff Report #18-051-CC)

Human Resources Manager Lenka Diaz made a presentation.

- Cecilia Taylor spoke in support of a local minimum wage ordinance, a local-hire ordinance and ensuring all non-managerial city positions earn at least the minimum wage.

ACTION: Motion and second (Cline/Ohtaki) to adopt a resolution amending the City Council adopted salary schedule. The motion passed 2-1-2 (Mueller dissented, Carlton and Keith absent).

L. Informational Items

L1. Update on draft charter process and timeline (Staff Report #18-055-CC)

- Pamela Jones spoke to read a letter from Steve Chessin to the City Council regarding an enabling charter.

L2. Update on the Transportation Master Plan Status (Staff Report #18-048-CC)

L3. Update on the Menlo Gateway Development Agreement requirements to construct 1) off-site landscape improvements near the project site and 2) capital improvements in Belle Haven and Bedwell Bayfront Park (Staff Report #18-050-CC)

M. City Manager's Report

There was no City Manager's Report.

N. Councilmember Reports

There were no Councilmember Reports.

O. Adjournment

Mayor Ohtaki adjourned the meeting at 11:50 p.m.

Jelena Harada, Deputy City Clerk

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CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-071-CC**

Consent Calendar: **Authorize the Mayor to sign a letter of support for Proposition 68, the Parks, Environment and Water Bond**

Recommendation

Staff recommends that the City Council authorize the Mayor to sign a letter of support for Proposition 68, the Parks, Environment, and Water Bond.

Policy Issues

The City has a Legislative Policy Guide (Attachment A), which is an appendix of the City Council's Procedures Manual. In addition, the City Council has routinely directed staff to draft letters of support or opposition to pending State legislation, often based on the official position of the League of California Cities.

Background

On March 13, 2017, the City Council considered and took positions on several legislative items, but asked for further review of Proposition 68, the Parks, Environment, and Water Bond. Proposition 68 was authorized for the ballot by the passage of SB 5 in 2017. The measure would authorize $4.1 billion in general obligation bonds for state and local parks, environmental protection and restoration projects, water infrastructure projects, and flood protection projects.

Analysis

The measure provides funding for three main areas including:

- Parks funding ($1.283 billion)
- Water funding ($1.19 billion)
- Climate and Environmental Programs funding ($1.547 billion)

According to the League of California Cities summary of the funding breakdown (Attachment B), the largest amount of bond revenue—$725 million—would go toward neighborhood parks in park-poor neighborhoods in accordance with the Statewide Park Development and Community Revitalization Act of 2008's competitive grant program. The measure would also reallocate $100 million in unissued bonds that voters approved via Proposition 1 (2014), Proposition 84 (2006) and Proposition 40 (2002).

The measure would require that 15–20 percent of the bond's funds, depending on the type of project, be dedicated to projects in communities with median household incomes less than 60 percent of the statewide average; that 60 percent threshold amounted to about $39,980 in 2016. Assuming a 3.5 percent interest rate over a 30-year period, the bond issue would generate $2.53 billion in interest, meaning the

state would spend $6.53 billion to pay off the bond issue. The Legislative Analyst's Office has estimated that cost could be as high as $7.8 billion (Attachment C).

The League of California Cities urges cities to support this proposition. In addition, Proposition 68 is supported by the California Parks and Recreation Society, The California State Parks Foundation, The Trust for Public Land, Sempervirens Fund, California Association of Local Conservation Corps, Community Nature Connection, Los Angeles Neighborhood Land Trust, Friends of the LA River, Rails-to-Trails, The Escondido Creek Conservancy, Sierra Business Council, East Bay Regional Park District, Bay Area Open Space Council, California Trout, California Council of Land Trusts, Endangered Habitats League, Sierra Nevada Journeys, American Farmland Trust, Placer Land Trust, and California Outdoor Recreation Partners, among others.

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. League of California Cities Proposition 68 funding summary
B. Legislative Analyst's Office Proposition 68 summary
C. Draft letter of support for Proposition 68

Report prepared by:
Clay J. Curtin, Assistant to the City Manager/Interim City Clerk

Appendix B

LEGISLATIVE POLICY GUIDE

The City Council of Menlo Park believes:

- *In conducting the business of government with openness, respect, and civility, and including the involvement of all stakeholders in establishing goals and in solving problems.*

- *The vitality of cities is dependent upon their fiscal stability and local autonomy, and that local self-governance is the cornerstone of democracy.*

Therefore:

- The City supports legislation that reflects the need to conduct the public's business in public.

- The City opposes legislation that mandates costly and unnecessary procedures.

- The City supports the use of the general plan as a guide to meeting community planning needs, and opposes mandatory review or approval by another level of government and legislation that restricts the land use authority of cities.

- The City emphasizes efficiency and effectiveness to achieve the best possible use of city resources and believes the state should implement fiscal and legislative reforms in order to allow local government to adequately finance its service responsibilities, with accountability to the taxpayers for its programs.

- The City supports additional funding for local transportation and other critical unmet infrastructure needs and enhanced autonomy for local transportation decision-making.

- The City supports strategic alliances with counties, schools, other cities and local agencies, nonprofit and civic organizations and business and professional associations.

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SB 5 (de Leon) California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018
Chapter 852, Statutes of 2017 (Urgency)

SB 5 (De Leon) places a $4 billion bond on the June 2018 statewide ballot for parks, water, and climate and environmental programs. If the voters approve SB 5, local governments will receive funding for local park improvements and will be eligible for numerous grants to fund water, local parks, coastal and climate resiliency projects. The following is breakdown of funding in bond:

Parks Funding (Total $1.283 billion)

- $725 million for competitive grants for safe neighborhood parks
- $200 million for per capita grants to cities, counties, and parks districts for local park improvement and rehabilitation
- $15 million for competitive grants to urbanized counties
- $30 million for competitive grants for state park facilities in regional parks districts
- $40 million for per capita grants to local agencies that obtained voter approval for revenue measures between November 1, 2012 and November 30, 2016
- $218 million for restoration of existing state park facilities, including $5 million for urgent needs of local agencies that operate a unit of the state park system
- $30 million for competitive grants for non-motorized infrastructure development
- $25 million for competitive grants through the Roberti-Z'Berg-Harris (RZH) Urban Open Space and Recreation Program

Water Funding (Total $1.19 billion)

- $250 million for competitive grants for clean drinking water programs
- $550 million for flood protection and repair, including $100 million for stormwater, mudslide and flash-flood-related protections and $100 million for multibenefit flood management projects and storm water capture in urbanized areas
- $290 million for competitive grants and loans for drought and groundwater regional sustainability
- $100 million for grants or loans for water recycling programs

Climate and Environmental Programs Funding (Total $1.547 billion)

- $443 million for competitive grants for climate adaptation and resiliency programs
- $162 million for the California River Parkways Program for grants to enhance urban creeks
- $567 million for state conservancies and the Wildlife Conservation Board
- $200 million for Salton Sea restoration activities and habitat
- $175 million for coastal and ocean protection resources, including $30 million for grants for lower cost coastal accommodations

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Proposition 68

SB 5 (Chapter 852, Statutes of 2017), De León. California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018.

Yes/No Statement

A **YES** vote on this measure means: The state could sell $4.1 billion in general obligation bonds to fund various natural resources-related programs such as for habitat conservation, parks, and water-related projects.

A **NO** vote on this measure means: The state could not sell $4.1 billion in general obligation bonds to fund various natural resources-related programs.

Summary of Legislative Analyst's Estimate of Net State and Local Government Fiscal Impact

- Increased state bond repayment costs averaging about $200 million annually over the next 40 years.
- Savings to local governments, likely averaging several tens of millions of dollars annually over the next few decades.

State Bond Cost Estimates	
Authorized new borrowing	$4.0 billion
Average annual cost to pay off bonds	$200 million
Likely repayment period	40 years
Source of repayment	General tax revenues

Ballot Label

Fiscal Impact: Increased state bond repayment costs averaging $200 million annually over 40 years. Local government savings for natural resources-related projects, likely averaging several tens of millions of dollars annually over the next few decades.

BACKGROUND

State Spending on Natural Resources Programs. The state operates various programs to protect the environment, conserve natural resources, provide flood protection, improve water quality, and offer recreational opportunities for the public. The state also provides grants and loans to local governments, nonprofits, and other organizations for similar purposes. In recent years, the state has spent about $5 billion annually to support these types of programs. The state primarily relies on a combination of general obligation (GO) bonds, fee revenue, and the state's General Fund to support these programs. (The General Fund is the state's main operating account, which pays for education, prisons, health care, and other services.)

State and local natural resources programs support a variety of purposes, including:

- ***Natural Resource Conservation.*** The state provides funds to purchase, protect, and improve natural areas—including wilderness and open-space areas; forests; wildlife habitats; rivers, lakes, and streams; and coastal habitats. State conservation programs often are administered by state conservancies and other departments. These programs often provide grants to local governments or other organizations that carry out projects.

- ***State and Local Parks.*** The state operates the state park system, which includes 280 parks. Additionally, the state provides funds to local governments to purchase and maintain local and regional parks, trails, and other recreation areas.

- ***Flood Protection.*** The state funds the construction and repair of flood protection projects as part of the state's Central Valley flood management system. This includes the repair and strengthening of levees and projects designed to divert water away from populated areas during large storms. The state also provides funds to local governments to complete similar types of projects throughout the state.

- ***Safe Drinking Water.*** The state makes loans and grants for local projects designed to improve access to clean drinking water. This includes projects to install equipment that remove unhealthy pollutants from local water supplies.

- ***Other Water-Related Projects.*** The state provides funds for various other projects throughout the state that improve water quality or the reliability of water supplies. For example, the state provides loans and grants to local agencies to construct water recycling and reuse projects, store more water underground (referred to as "groundwater recharge"), and clean up polluted groundwater.

Past Bond Funding for Natural Resources Programs. Since 2000, voters have authorized about $27 billion in GO bonds in statewide elections to fund various natural resources projects. Of this amount, approximately $9 billion remained available for new projects as of June 2017. (Most of the bond funds still available are for water-related purposes authorized by Proposition 1, which was approved in 2014.) The state repays GO bonds over time, with interest, using the state's General Fund. (For more information on how bonds work and how this proposed bond would impact the state's budget, see "Overview of State Bond Debt" later in this guide.)

PROPOSAL

$4.1 Billion GO Bond for Natural Resources Programs. This proposition allows the state to sell a total of $4.1 billion in GO bonds for various natural resources-related programs. This total includes $4 billion in new bonds. It also includes a redirection of $100 million in unsold bonds that voters previously approved for specific natural resources uses.

Bond Funds Specific Purposes. This proposition provides funding for various state departments and local governments to use for specific natural resources-related purposes, which are summarized in Figure 1. This includes $1.5 billion for a variety of programs generally intended to conserve natural habitats; improve coastal, river, and other ecosystems; and increase the resiliency of the environment to withstand the effects of climate change (such as sea level rise and more frequent droughts and forest fires). The bond also provides $1.3 billion for parks and recreation projects, most of which would be used to build or improve local parks. Lastly, the bond provides $1.3 billion for various water-related projects, including to increase flood protection, recharge and clean up groundwater, and provide safe drinking water.

Administrative Provisions. This proposition includes a number of provisions designed to control how the bond funds are administered and overseen by state agencies. The proposition requires regular public reporting of how the bond funds have been spent, as well as authorizes financial audits by state oversight agencies. In addition, for several of the programs funded by this bond, recipients—mostly local governments—would only be eligible to receive the funding if they provide some funding to support the projects. This local cost-share requirement, where it applies, is at least

Figure 1

Uses of Proposition 68 Bond Funds

(In Millions)

Natural Resource Conservation and Resiliency	**$1,547**
State conservancies and wildlife conservation	767
Climate preparedness and habitat resiliency	443
Ocean and coastal protection	175
River and waterway improvements	162
Parks and Recreation	**$1,283**
Parks in neighborhoods with few parks	725
Local and regional parks	285
State park restoration, preservation, and protection	218
Trails, greenways, and rural recreation	55
Water	**$1,270**
Flood protection	550
Groundwater recharge and cleanup	370
Safe drinking water	250
Water recycling	100
Total	**$4,100**

20 percent of the bond funding awarded. As an example, a city receiving a $100,000 grant to build a new park trail would need to provide at least $20,000 towards the project.

The proposition also includes several provisions designed to assist "disadvantaged communities" and very disadvantaged communities (generally, communities with lower average incomes). For example, the local cost-share requirement would not apply to most of the grants provided to these communities. In addition, the proposition requires that for each use specified in the bond, at least 15 percent of the funds benefit very disadvantaged communities.

FISCAL EFFECTS

State Bond Costs. This proposition would allow the state to borrow $4 billion by selling additional GO bonds to investors, who would be repaid with interest using the state's General Fund tax revenues. The cost to the state of repaying these new bonds would depend on various factors—such as the interest rates in effect at the time they are sold, the timing of bond sales, and the time period over which they are repaid. We estimate that the cost to taxpayers to repay this bond would total $7.8 billion to pay off both principal ($4.0 billion) and interest ($3.8 billion). This would result in average repayment costs of **about $200 million annually over the next 40 years**. This amount is about one-fifth of a percent of the state's current General Fund budget.

Local Costs and Savings to Complete Projects. Much of the bond funding would be used for local government projects. Providing state bond funds for local projects would affect how much local funding is spent on these projects. In many cases, the availability of state bonds could reduce local spending. For example, this would occur in cases where the state bond funds replaced monies that local governments would have spent on projects anyway.

In some cases, however, state bond funds could increase total spending on projects by local governments. For example, the availability of bond funds might encourage some local

governments to build additional or substantially larger projects than they would otherwise. For some of these projects—such as when the bond requires a local cost share—local governments would bear some of the additional costs.

On balance, we estimate that this proposition would result in savings to local governments to complete the projects funded by this bond. These savings could average several tens of millions of dollars annually over the next few decades. The exact amount would vary depending on the specific projects undertaken by local governments, how much local cost sharing is required by state agencies, and the amount of additional funding local governments provide to support the projects.

Other State and Local Fiscal Effects. There could be other state and local fiscal effects under this bond. For example, costs could increase to operate and maintain newly built parks. On the other hand, some projects could reduce future costs, such as by making levee repairs that reduce future flooding damage. The amount of these possible fiscal effects is unknown but could be significant.

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-060-CC**

Consent Calendar: **Review and acceptance of the 2017 Annual Progress Report on the Status and Progress in Implementing the City's Housing Element and the Annual Housing Successor Report**

Recommendation

Staff recommends that the City Council accept the 2017 Housing Element Annual Progress (APR) Report and the 2017 Annual Housing Successor Report and authorize the transmittal to the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development.

Policy Issues

The preparation and submittal of the APR to the state Housing and Community Development Department (HCD) and Governor's Office of Planning and Research (OPR) is required by State law. The Annual Report documents past housing-related activities and may identify the timing of upcoming activities, but does not authorize the implementation of programs or expenditure of funds.

Background

Government Code 65400 requires each governing body to prepare an annual report on the status and progress of implementing the jurisdiction's Housing Element of the General Plan using forms and definitions adopted by the HCD. With recent State law changes in September 2017, SB 35 introduced changes to the APR. The changes, however, do not impact the APR due in 2018. The APR is due annually by April 1 for the calendar year immediately preceding the April 1 reporting deadline. Therefore, this year's report evaluates the status of the implementation programs and housing production for the time period between January 1 and December 31, 2017. The 2017 Annual Housing Element is included as Attachment A. The 2015-2023 Housing Element is referenced as a hyperlink in Attachment B.

As part of the Housing Element Annual Review process, the Housing Commission and Planning Commission reviewed and commented on the report at their respective meetings on February 14, 2018 and February 26, 2018. The meetings also provided the public with an opportunity to provide comments on the Annual Report. The Commissioners' reviews are not required by State law, but were previously recommended by staff as a means for sharing information and receiving input prior to Council's review.

Commission Review

Housing Commission

On February 14, 2018, the Housing Commission considered the APR and unanimously (6-0; 1 absent) recommended that staff move the report forward to the City Council for their review and action. Much of the Housing Commission's discussion focused on both housing production as well as tenant displacement, expressing that both were equally important topics. Although the production figures (building permits issued) were relatively lower in 2017, the Commission was pleased with the projects that have been approved and the number of affordable units that will be a part of these developments. Many of the units will be available to lower income households, and the Commission was interested in how the City can accommodate moderate-income households since the percentage of RHNA units met is lowest in this category. The Commission also discussed secondary dwelling units, and potential impediments such as the minimum lot size requirement that that can hinder production, and ways that the Housing Commission can participate in various activities and processes to encourage the development of more housing units. The Commission also asked questions about the differences between the pending modifications to the City's Below Market Rate (BMR) Housing Ordinance, the community amenities provisions in the recently adopted M-2 Area zoning update, State Density Bonus law, and the City's Affordable Housing Overlay (AHO).

Planning Commission

On February 26, 2018, the Planning Commission conducted its review of the Housing Element Annual Report. One member of the public spoke on the item and noted that the potential number of dwelling units (141 units) at MidPen's future development at the 1300 Willow Road block was a higher density than what the community supported. The speaker also hoped that the City addresses fees as the cost makes doing projects almost impossible. Following the meeting, the commenter informed staff and the Commission that 141 units was the correct figure for the 1300 Willow Road project.

During the Commission's discussion on the report, there were clarifying questions regarding Table B (Regional Housing Needs Allocation Progress) and the numbers reported versus the number of units that have been entitled, the difference between the City's Below Market Rate Housing Program and affordable housing as a community amenity in the R-MU (Residential Mixed Use) zoning district, several of the housing programs. One Commissioner also echoed the concerns regarding the fees associated with the development of a secondary dwelling unit. The Planning Commission unanimously (6-0; 1 absent) recommended that the City Council accept the 2017 Housing Element Annual Report.

Analysis

Attachment A includes the 2017 APR. The APR includes a status update of the Housing Element's implementation programs and an inventory of housing production in the City for the 2017 calendar year. This staff report highlights several key accomplishments and programs that will be continued in 2018, in more detail below. The APR is a reporting document that reflects on the past year's efforts, and is not intended to establish work priorities for staff. Through the Council's goal setting session, priorities are set for the upcoming year.

Implementation Programs

Secondary Dwelling Unit Ordinance Update

Assembly Bill 2299 (AB 2299) and Senate Bill 1069 (SB 1069), which passed in the 2015-2016 legislative session, amended California laws (Government Code § 65852.2) relating to secondary dwelling units (also referred to as accessory dwelling units). Unless the City adopted an ordinance that complied with state law, any existing municipal codes would be considered null and void, and the City would thereafter have to apply the standards established in state law for the approval of secondary dwelling units.

In January 2017, the City Council adopted Zoning Ordinance amendments to ensure that the Municipal Code would be in compliance with relevant State regulations pertaining to secondary dwelling units. The amendments support Housing Element Policy H4.11, which encourages the development of secondary dwelling units.

The amendments, which pertained to development standards, regulations and processes, were not intended to expand or restrict the current Codes relating to secondary dwelling units in any manner, except to comply with the requirements of state law.

Prior to the adoption of AB 2299 and SB 1069, the City adopted Zoning Ordinance Amendments relating to secondary dwelling units in 2013 and 2014, in association with Housing Element Updates. These updates clarified and streamlined the City's secondary dwelling unit regulations. Since these revisions, the City has issued an increased number of building permits for secondary dwelling units, helping address one critical housing strategy. Since the update of the secondary dwelling unit ordinance in 2017, the City has seen an even greater number (13) of permits issued for secondary dwelling units.

Funding Affordable Housing

The primary purpose of the Below Market Rate (BMR) Housing Program is to increase the supply and assist in the development of housing that is affordable to very low-, low-, and moderate income households. Compliance with the City's BMR Program can be met with the development of affordable units, the payment of in-lieu fees, or a combination of the two. The BMR Housing Fund is comprised primarily of commercial development in-lieu fees. As of May 1, 2017, it had approximately $8.6 million of unencumbered funds, with an additional approximately $12 million of BMR in-lieu fees pending payment to the City for entitled commercial development. Payment of BMR fees typically occurs prior to building permit issuance for a project, unless specific provisions are included as part of the BMR Agreement.

Program H1.H (Utilize the City's Below Market Rate (BMR) Housing Fund) requires the City to administer and advertise at least every two years the availability of funds in the BMR Housing Fund as it applies to residential, commercial and industrial projects. The objective of the Notice of Funding Availability (NOFA) is to support the acquisition, rehabilitation or new construction of housing that will provide long term affordability. The funding is intended to fill the financing gap between projected total development costs and other available funding sources. In July 2015, the City released its second NOFA, announcing that approximately $7.8 million of BMR funds were available. As part of that funding cycle, MidPen Housing

(MidPen) submitted a proposal for a 118-unit affordable residential project, which was intended to be family housing and the next phase of Sequoia Belle Haven, which is MidPen's senior housing development at 1221 Willow Road. In 2016, Mid-Pen had previously received City BMR funding (2013 NOFA) and permits to construct a new 90-unit affordable, senior development at 1221 Willow Road, which is now complete and fully occupied.

The awarding of funds from the 2015 NOFA process was delayed for the completion of ConnectMenlo, the City's General Plan Update. During the ConnectMenlo process, housing became a major theme and there were numerous conversations about the type of development that would be appropriate for both the 1300 block of Willow Road and the larger former M-2 Area.

Following the adoption of the General Plan Update in December 2016, MidPen and the City conducted additional outreach with the Belle Haven neighborhood, Housing Commission and City Council in the spring and summer of 2017 to receive feedback on the proposed housing development. Based upon input, MidPen updated its proposal to reflect up to 141 affordable residential units, with a mix of unit types. In July 2017, the City Council affirmed a funding agreement of $6.7 million towards the project. Menlo Park's commitment of seed funding can be used as leverage for funding from the County and other funding sources.

Currently, the City's Housing Commission has created a subcommittee to review the NOFA criteria and guidelines. The goal is to further refine the application to increase the interest level and response rate. The intent would be to issue a NOFA when the application has been updated and the BMR Fund has sufficient monies.

Housing Commission Work Plan

In 2017, one of the City Council's priorities in its adopted work plan was the Enhanced Housing Program (WP #3). The Housing Commission is charged with advising the City Council on housing matters, including reviewing and recommending on housing policies and programs for the City, providing input on regional housing issues, and recommendations on Below Market Rate Housing Agreements. Every two years, Menlo Park Commissions review their respective work plans and update them with new/updated priorities, projects, and goals. On May 23, 2017, the City Council approved the Housing Commission 2016-2018 work plan, which established a robust set of activities to further advance the goals of the Housing Commission. The Work Plan focuses on four key areas: 1) BMR program funding and compliance, 2) housing projects, 3) policies that prevent residential displacement, promote affordable housing preservation, and encourage affordable housing development, and 4) advocacy. One of the biggest changes to the Housing Commission was the expansion of its members from five to seven in July 2017. In addition, the Commission increased its meeting schedule from quarterly to monthly and adjusted the meeting start time to increase accessibility to residents.

The Housing Commission Work Plan is helping to further advance the City's work on its Housing Element Implementation Programs related to addressing rent conflicts (H1.K Address Rent Conflicts), utilizing the City's BMR Housing Fund (H1.H Utilize the City's Below Market Rate Housing Fund), and updating the City's BMR Guidelines (H4.C Modify BMR Guidelines) and the Nexus Study (H4.D Update the BMR Fee

Nexus Study).

Like many other jurisdictions in the Bay Area, Menlo Park is also experiencing the same benefits and impacts of the area's robust economy. The housing market is witnessing high home values and rents driven by high demand from strong employment growth and limited housing supply. In January 2017, the City Council continued its discussion around displacement, and referred mandatory mediation and rental relocation assistance to the Housing Commission for prioritization along with 13 other potential anti-residential displacement policy initiatives. The Housing Commission solicited community input over three public hearings and recommended a prioritization for 15 policy initiatives. The City Council adopted the Commission's prioritization in August 2017, and staff anticipates bringing forward a draft of the mandatory rental relocation assistance program in the next 12-18 months.

Previously, the City participated in a County of San Mateo task force entitled Closing the Job/Housing Gap Task Force. The goal of the task force was to identify the issues, strategize potential tools, solicit community input, and create a menu of options for participants to bring back to their constituents and communities for consideration. While the County and each of its cities and towns have unique needs, task force organizers believed consensus may be possible on a number of initiatives that could preserve and/or produce more housing in San Mateo County. The result of the task force was an initiative called Home for All San Mateo County. As part of this new effort, the County asked all 20 jurisdictions and the County to adopt a resolution that commits them to work on housing and implementing the Home for All Action Plan. The City Council adopted the Home for All resolution in 2017.

Housing Production

In 2017, the City issued building permits for 35 net new dwelling units. Of those units, 37 percent of the units were attributed to new secondary dwelling units, approximately 43 percent of the units were associated with a new mixed use development at 650-660 Live Oak Avenue, and the remaining permits were issued for a combination of single-family and multi-family residences. While the number of residential building permits issued in 2017 decreased from the previous years in the 2015-2023 planning period, the numbers are still encouraging, especially for secondary dwelling units, which almost doubled in issued permits since 2016.

Building permits for 425 new residential units are also currently under review, including 24 units at 133 Encinal Avenue, three units at 1275 El Camino Real, 183 units at 1300 El Camino Real, and 215 units at 500 El Camino Real. Although the projects were approved, building permits have not yet been issued and therefore, are not counted in this report. These noted developments are a result of implementation of the El Camino Real/Downtown Specific Plan. Most of these projects will also include affordable units for households of varying income levels. Of the 24 units at 133 Encinal Avenue, one unit will be affordable at the low-income level and two will be affordable to moderate-income households. As part of two negotiated Development Agreements for the projects at 500 El Camino Real project and 1300 El Camino Real, the City will add 28 affordable housing units to the City's inventory. Eight units will be designated for low-income households at 500 El Camino Real and 14 units will also be designated for low-income households at 1300 El Camino Real. An additional six units will be designated as "workforce" housing within the 1300 El Camino Real project. While workforce housing is not a current designation under the

City's BMR program, the units would be leased at rents affordable to persons at 100 percent of the area median income, with eligibility to include persons up to 120 percent (moderate-income) of the median income. The addition of housing stock and affordable housing units is helping the City meet its Regional Housing Need Allocation (RHNA). The new units will be located in the central area of the City, which will provide housing in close proximity to transit and services, and disperse the affordable housing units in the City.

While the City's housing production during the first three years of the planning period has exceeded the City's Regional Housing Need Allocation of 655 units, the City continues to seek opportunities for housing and will strive to meet its numbers for affordable housing. A key component of the General Plan Update adopted in December 2016 was the planning for an additional 4,500 units in the City, with the requirement for affordable housing for those developments seeking bonus level development. Since the adoption of the General Plan Update, the City has received an application for a mixed use campus that would include 1,500 new residential units, with a minimum of 15 percent (225 units) designated as affordable units. The City is in the process of reviewing the proposal, which is anticipated to be considered by the City Council in 2019.

What is Ahead

As housing continues to be a local and regional issue, staff will continue to focus on programs to implement the Housing Element and other work, as directed by the Council, that supports the production and preservation of the City's housing stock.

Policies and Programs

Staff will continue to prioritize the work of three implementation programs that were identified by the City Council as priorities in the 2017-18 fiscal year. These programs include: H1.G (Adopt an Anti-Discrimination Ordinance), H2.C (Amend the Zoning Ordinance to Protect Existing Housing) and H4.A (Modify R-2 Zoning to Maximize Unit Potential). Currently, staff is preparing to bring an anti-discrimination ordinance to the Housing Commission for review and input, followed by the City Council's review and action. Work on the two other ordinances will follow. Staff will also continue to pursue amendments to the City's BMR Ordinance and Guidelines to comply with recent changes in State law as a result of a 2017 legislative action (H4.B Implement Inclusionary Housing Regulations), as well as work with the Housing Commission to implement its Work Plan, which complements and supports the work of the Housing Element.

Coordination with MidPen Housing

Program H4.H (Work with Non-Profits and Property Owners on Housing Opportunity Sites) is an ongoing Housing Element program to identify incentives and procedures to facilitate the development of affordable housing on higher density housing sites. As mentioned earlier in this report, MidPen Housing is proposing to redevelop its property located on the 1300 block of Willow Road with a 141-unit, multi-family residential development. The subject site was identified as a housing opportunity site and rezoned for higher density housing with an affordable housing overlay (AHO) as part of the 2007-2014 Housing Element. Staff will

coordinate with MidPen on the development review process, including the abandonment of the right-of-way along Willow Road to address design and circulation challenges of the site and the application of the affordable housing overlay as a mechanism to increase the density in exchange for affordable units.

Community Amenities – Affordable Housing

One of the successes of the newly adopted R-MU zoning district and the General Plan Update was the inclusion of an affordable housing requirement for residential/mixed-use projects seeking bonus level development. In exchange for higher density, more floor area or greater building height, a project sponsor is required to provide a minimum of 15 percent affordable housing of the total number of units in a project, regardless if the project is rental units or for ownership. The affordability levels would be commensurate with the percentage breakdown established by the regional housing need allocation (RHNA) for the Housing Element in effect at the time of the development application. The Council also adopted a provision whereby current or recently displaced Belle Haven residents would have a preference for the units, in recognition that the community amenities should benefit the people and area that may be most directly impacted by increased development. Local preference also supports Housing Element Program H4.Q (Achieve Long-Term Viability of Affordable Housing), which states that the City should work with non-profits and other project sponsors to implement the City's Preferences for Affordable Housing policy (Policy H4.13).

Under AB 1505, which was adopted in 2017, cities and counties are once again authorized to adopt inclusionary housing ordinances requiring residential rental housing developments to include a specified percentage of affordable units as a condition of development. In Menlo Park, the BMR requirement is 15 percent of the number of units for projects with 20 or more residential units. Therefore, the 15 percent affordable housing requirement that was adopted as part of the community amenities provision and the tool for creating affordable housing is being reviewed. Concerns have been raised since 30 percent affordable housing would be required in a project. On March 13, 2018, the Council conducted a study session to discuss the policy questions associated with potential revisions to the BMR Ordinance and Guidelines and the community amenities provisions in the R-MU district as a result of AB 1505. Staff will be taking the feedback from the Council and presenting revisions to the two ordinances. As part of all the work that is proposed for the upcoming year, members of the public and Commissions will have an opportunity to provide input.

Housing Successor Report

Successor Housing entities must provide an Annual Report that details compliance with the expenditure limitations detailed in SB 341 during each five year compliance period. The initial reporting period began on January 1, 2014 and ends on December 31, 2018. The information should be reported at the same time as the Housing Element Annual Report due April 1st of each year. The report is included as Attachment C.

For the fiscal year ending June 30, 2017, the Low and Moderate Income Housing Asset Fund had a cash balance of $530,473 and a fund balance of $5,956,515. It received $70,603 from interest earned on cash in the fund.

The Housing Successor does not have any interests in real property acquired by the former redevelopment agency. The last remaining real property acquired by the former agency was sold in August 2013 and the proceeds were remitted to the County of San Mateo. The Housing Successor also does not have any remaining housing replacement or production obligations.

Impact on City Resources

There are no impacts to City resources besides the preparation of the report. Program implementation may have impacts to staffing resources and/or projects/priorities and will be considered as part of the City's annual Capital Improvement Plan and budget process.

Environmental Review

The Housing Element Annual Report is not considered a project. Implementation of Housing Programs may be subject to the California Environmental Quality Act (CEQA), and each program will be evaluated on a case-by-case basis.

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. In addition, the City sent an email update to the subscribers of the Housing Element webpage.

Attachments

A. 2017 Housing Element Annual Progress Report
B. Adopted Housing Element for the 2015-2023 Planning Period – Hyperlink: https://menlopark.org/DocumentCenter/View/4329
C. Housing Successor Report (FY 2016-17)

Report prepared by:
Deanna Chow, Principal Planner
Michele Morris, Assistant Planner
Jim Cogan, Housing and Economic Development Manager

Report reviewed by:
Mark Muenzer, Assistant Community Development Director

ATTACHMENT A

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation
(CCR Title 25 §6202)

Jurisdiction City of Menlo Park

Reporting Period 1/1/2017 - 12/31/2017

Table A

Annual Building Activity Report Summary - New Construction
Very Low-, Low-, and Mixed-Income Multifamily Projects

Housing Development Information									Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions
1	2	3	4				5	5a	6	7	8
Project Identifier (may be APN No., project name or address)	Unit Category	Tenure R=Renter O=Owner	Affordability by Household Incomes				Total Units per Project	Est. # Infill Units*	Assistance Programs for Each Development	Deed Restricted Units	Note below the number of units determined to be affordable without financial or deed restrictions and attach an explanation how the jurisdiction determined the units were affordable. Refer to instructions.
			Very Low-Income	Low-Income	Moderate-Income	Above Moderate-Income			See Instructions	See Instructions	
650 Live Oak Ave.	5+	R	0	2	0	0	15	15			
112 Durham St.	SU	O	1				1	1			
247 Santa Margarita Ave.	SU	O	1				1	1			
1134 Carlton Ave.	SU	O	1				1	1			
1207 Carlton Ave.	SU	O		1			1	1			
1057 Menlo Oaks Dr.	SU	O	1				1	1			
351 Terminal Ave.	SU	O	1				1	1			
24 Campbell Ln.	SU	O		1			1	1			
2003 Santa Cruz Ave.	SU	O		1			1	1			
1376 Windermere Ave.	SU	O	1				1	1			
1019 Middle Ave.	SU	O	1				1	1			
195 Spruce Ave.	SU	O	1				1	1			
155 Yale Rd.	SU	O		1			1	1			
SU Subtotal			8	6	0	13	27	27			
(9) Total **of Moderate and Above Moderate** from Table A3 ► ►					1	7	8	17			
(10) Total by income Table A/A3 ► ►			8	6	1	20	35	35			
(11) Total **Extremely Low-Income** Units*											

* Note: These fields are voluntary

Second Unit (SU) affordability is consistent with the Housing Element assumptions and based on a survey of San Mateo County jurisdictions.

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Table A2
Annual Building Activity Report Summary - Units Rehabilitated, Preserved and Acquired pursuant to GC Section 65583.1(c)(1)

Please note: Units may only be credited to the table below when a jurisdiction has included a program it its housing element to rehabilitate, preserve or acquire units to accommodate a portion of its RHNA which meet the specific criteria as outlined in GC Section 65583.1(c)(1)

Activity Type	Affordability by Household Incomes				(4) The Description should adequately document how each unit complies with subsection (c)(7) of Government Code Section 65583.1
	Extremely Low-Income*	Very Low-Income	Low-Income	TOTAL UNITS	
(1) Rehabilitation Activity				0	
(2) Preservation of Units At-Risk				0	
(3) Acquisition of Units				0	
(5) Total Units by Income	0	0	0	0	

* Note: This field is voluntary

Table A3
Annual building Activity Report Summary for Above Moderate-Income Units (not including those units reported on Table A)

	1. Single Family	2. 2 - 4 Units	3. 5+ Units	4. Second Unit	5. Mobile Homes	6. Total	7. Number of infill units*
No. of Units Permitted for **Moderate**	0	0	0	1	0	1	1
No. of Units Permitted for **Above Moderate**	4	3	0	0	0	7	7

* Note: This field is voluntary

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Table B

Regional Housing Needs Allocation Progress

Permitted Units Issued by Affordability

Enter Calendar Year starting with the first year of the RHNA allocation period. See Example.			2014	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Income Level		RHNA Allocation by Income Level	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9		
Very Low	Deed Restricted	233	59	22	42	0						123	95
	Non-deed restricted		1	3	3	8						15	
Low	Deed Restricted	129	0	15	0	2						17	97
	Non-deed restricted		2	5	4	4						15	
Moderate	Deed Restricted	143	0	0	0	0						0	142
	Non-deed restricted		0	0	0	1						1	
Above Moderate		150	9	703	17	20						749	-599
Total RHNA by COG. Enter allocation number:		655	71	748	66	35						920	-265
Total Units ► ► ►													
Remaining Need for RHNA Period ► ► ► ► ►													

Note: units serving extremely low-income households are included in the very low-income permitted units totals.

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Table C

Program Implementation Status

Program Description (By Housing Element Program Names)	**Housing Programs Progress Report - Government Code Section 65583.** Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.		
Name of Program	**Objective**	**Timeframe in H.E.**	**Status of Program Implementation**
H1.A Establish City Staff Work Priorities for Implementing Housing Element Programs	Establish staff priorities for implementing Housing Element Programs	Annually	This will be done annually as part of the annual Housing Element review.
H1.B Review the Housing Element Annually	Review and monitor Housing Element implementation; conduct public review with the Housing Commission, Planning Commission and City Council, and submit Annual Report to HCD	Annually	Annual Review for the 2016 calendar year was accepted by the City Council on March 14, 2017 and submitted to HCD for review. Using forms provided by HCD, the 2017 Annual Review will be undertaken between February and March 2018, and reviewed by the Housing Commission, Planning Commission and accepted by the City Council.
H1.C Publicize Fair Housing Laws and Respond to Discrimination Complaints	Obtain and distribute materials (see Program 1H.D)	Ongoing	Materials available at the counter at City Hall and on the City's Web site.
H1.D Provide Information on Housing Programs	Obtain and distribute materials at public locations; conduct staff training	Annually	Materials available at the counter at City Hall and on the City's Web site. The Housing Commission modified its meeting schedule by meeting monthly as opposed to quarterly, and its membership was expanded from five to seven commissioners. In 2017, the Housing Commission conducted nine meetings. Housing Commission agendas and notices are posted at City Hall and on the City's website. Also, in 2017, the City created four subcommittees to address four separate topics: BMR Guidelines, BMR Nexus, Policy, and NOFA. The Housing Commission mailed approximately 1,900 mailers to the community regarding BMR unit availability, created a GIS map of BMR units on the City website and completed a comprehensive update of the BMR related web page on the City's website.
H1.E Undertake Community Outreach When Implementing Housing Element Programs	Conduct community outreach and distribute materials (see Programs H1.C and 1H.D)	Consistent with program timelines	Materials available at the counter at City Hall and on the City's Web site. Housing Commission meetings were conducted almost monthly. In 2017, the Housing Commission conducted nine meetings. Agendas and notices are posted at City Hall and on the City's website. Email notifications are also sent to interested parties. Additional outreach to targeted populations and interested parties depending on program.

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H1.F Work with the San Mateo County Department of Housing	Coordinate with County efforts to maintain and support affordable housing	Ongoing	Continued participation and coordination has occurred as part of the countywide 21 Elements. Working with the County Department of Housing and other jurisdictions on housing-related topics such as accessory dwelling units and short-term rentals, and coordination in implementing Housing Element programs. The City adopted a resolution in 2017 and participates in the Home for All Initiative which is a continuation of the work of the Closing the Jobs/Housing Gap Task Force. Home for All includes "representatives from all sectors of the community and are focused on creating a future where everyone in San Mateo County has an affordable home," *(See* http://homeforallsmc.com/).
H1.G Adopt an Anti-Discrimination Ordinance	Undertake Municipal Code amendment and ensure effective implementation of anti-discrimination policies and enforcement as needed	2016	Staff has prepared a draft ordinance that is anticipated to be brought to the City Council in early 2018. An anti-discrimination ordinance is one tool that will be considered amongst a number of policy issues the City will be considering to address housing issues as part of its ongoing discussion about housing supply, affordable housing and displacement.
H1.H Utilize the City's Below Market Rate (BMR) Housing Fund	Accumulate and distribute funds for housing affordable to extremely low, very low, low and moderate income households	Ongoing	The City issued a Notice of Funding Availability (NOFA) in July 2013, and awarded MidPen a loan for up to $3.2 million for an affordable senior development at 1221 Willow Road in September 2014. In June 2015, the Community Development Director issued a compliance letter indicating that the proposed 90-unit senior development is in compliance with the zoning regulations and design standards, and funds were distributed to MidPen for construction in 2016. The project targets extremely low and very low income senior households. In July 2015, the City issued its second NOFA for new affordable rental projects. Approximately $7.8 million BMR housing funds are available under the NOFA to support the acquisition, rehabilitation and/or construction of housing that will provide long-term affordability. Staff received three applications and is working with one applicant on the viability of its application. In July 2017, the City Council affirmed a funding agreement of $6.7 million towards a project located at the 1300 block of Willow Road for 141 units of affordable housing.
H1.I Work with Non-Profits on Housing	Maintain a working relationship with non-profit housing sponsors	Ongoing	The City has worked closely with MidPen to assist in their application submittal to redevelop its property on the 1200 block of Willow Road from 48 dwelling units to 90 dwelling units, including an application to abandon a portion of the public right-of-way for the proposed project, as well as other supportive documents needed for financing of the project. The building permits for MidPen's project were issued in 2016 and the building became fully occupied in 2017. We will continue to work with MidPen on affordable housing as they plan to redevelop property on the 1300 block of Willow Road with 141 affordable residential units. The City will continue to undertake outreach to non-profit housing sponsors throughout the 2015-2023 Housing Element period. Annual funding provided to HIP and Housing Leadership Council. We have been coordinating with non-profit housing sponsor to develop a mixed-use development at 1283 Willow Road.
H1.J Update the Housing Element	Assure consistency with SB375 and Housing Element law	2023	Completed. The City Council adopted the 2015-2023 Housing Element on April 1, 2014, and was certified by HCD on April 16, 2014.

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H1.K Address Rent Conflicts	Resolve rent conflicts as they arise	Ongoing	In January, the City Council referred mandatory mediation and rental relocation assistance to the Housing Commission for prioritization along with 13 other potential anti-residential displacement policy initiatives. The Housing Commission solicited community input over 3 public hearings and recommended a prioritization for the 15 policy initiatives. Mandatory Mediation was given a low priority by the Housing Commission, due in large part to the concerns raised by housing advocates and tenants' rights advocates, who questioned the effectiveness of similar programs in other cities. Conversely, instituting mandatory rental relocation assistance was ranked as a high priority. Staff anticipates bringing forward a draft mandatory rental relocation assistance program in the next 12-18 months. Previously, in December 2016, the City Council adopted an ordinance requiring the option for 12-month lease agreements for apartments with four or more units.
H1.L Update Priority Procedures for Providing Water Service to Affordable Housing Developments	Comply with Government Code Section 65589.7	2015 and 2020 (as part of Urban Water Management Plan	Program completed in February 2014. No additional work on this program is needed at this time.
H1.M Lobby for Changes to State Housing Element Requirements	Work with other San Mateo County jurisdictions and lobby for modifications to Housing Element law (coordinate with Program H1.B)	Ongoing	Meet with State Representative and other jurisdictions and provided input on proposed legislation as needed.
H2.A Adopt Ordinance for "At Risk" Units	Protect existing affordable housing	2016	There are no "at risk" subsidized affordable units in Menlo Park at the current time. "At risk" units are those that appear to be in danger of conversion from subsidized housing units to market rents.
H2.B Promote Energy Efficient/Renewable Programs	50 or more homes and businesses participating in a program	Establish policy and programs by 2017; Participation rate by 2022	In 2017, a major sustainability achievement occurred by making renewable energy available to all residents and business in Menlo Park. In 2017, the City enrolled all Menlo Park PG&E customers in Peninsula Clean Energy (PCE). PCE is a local electricity provider for carbon free renewables, such as wind, water, and solar. Residents are automatically enrolled in PCE with the ability to opt out. At minimum, 50% of PCE's electricity is guaranteed to be from renewable sources, and the cost is comparable to PG&E rates. Additionally, customers can choose to opt up to 100% renewable energy for an increased cost. As a result, 24,098 Menlo Park PG&E customers became PCE customers in 2017: 89% are residential customers receiving at minimum 50% of their electricity from renewable sources • 11% are commercial customers receiving at minimum 50% of their electricity from renewable sources. • 1.2% opted out of the program and went back to PG&E or other provider • 1.7% customers opted up to receive 100% renewable energy from PCE, offsetting those customers that opted out. In addition to this significant paradigm shift, Menlo Park continued to participate in regional energy efficiency/renewable energy regional programs, such as Home Energy Renovation Opportunity (HERO), Energy Upgrade California, and SunShares.

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H2.C Amend the Zoning Ordinance to Protect Existing Housing	Protect existing rental housing as part of infill implementation and other Zoning Ordinance changes	Consider as part of the City's General Plan Update (2014-2017)	The zoning ordinance efforts during the General Plan process focused on the creation of new housing in an area that previously did not allow residential uses. Staff recognizes that potential ordinance changes to limit the loss of residential units or the conversion of units can be strategies to maintain the City's housing stock and the City Council has prioritized this program for the 2017-18 fiscal year.
H2.D Assist in Implementing Housing Rehabilitation Programs	Apply to the County for CDBG funds to provide loans to rehabilitate very low and low income housing (20 loans from 2015-2023)	2015-2023	The County has temporarily stopped administering the CDBG rehabilitation loan program, except in emergency situations.
H3.A Zone for Emergency Shelter for the Homeless	Amend the Zoning Ordinance	2014; concurrent with RHNA 5 Housing Element Update	Completed. Ordinance adopted on April 29, 2014. Ordinance identifies the location of the overlay to allow an emergency shelter for the homeless for up to 16 beds as a use by right and includes standards consistent with State law as established in SB2.
H3.B Zone for Transitional and Supportive Housing	Amend the Zoning Ordinance	2014; concurrent with RHNA 5 Housing Element Update	Completed. Ordinance adopted on April 29, 2014 to update the definitions of transitional and supportive housing to be consistent with State law and adds transitional, supportive housing and small (6 or fewer) residential care facilities as part of the definition of a "dwelling" in the Zoning Ordinance so these uses are treated the same way as other residential uses as required by State law under SB2.
H3.C Adopt Procedures for Reasonable Accommodation	Amend the Zoning Ordinance and/or modify administrative procedures; create public handout	2014; concurrent with RHNA 5 Housing Element Update	Completed. Ordinance adopted April 29, 2014 to establish procedures, criteria and findings for enabling individuals with disabilities to make improvements and overcome barriers to their housing.
H3.D Encourage Rental Housing Assistance Programs	Provide assistance at current Section 8 funding levels to assist 220 extremely low and very low-income households per year (assumes continued funding of program)	2015-2023	There are 298 households provided rental assistance in Menlo Park through Section 8 and other programs. In addition, many of the tenants at the new 60-unit affordable housing project at the VA Campus receive rental assistance, including project-based HUD VASH (Veterans Affairs Supportive Housing) from the Housing Authority of San Mateo County and HUD-VASH tenant based assistance.
H3.E Investigate Possible Multi-Jurisdictional Emergency Shelter	Coordinate in the construction of homeless facility (if determined feasible)	Longer term program as the opportunity arises	There are no plans for a specific facility at this time.
H3.F Assist in Providing Housing for Persons Living with Disabilities	Provide housing and services for disabled persons	Ongoing	Annual funding provided to HIP.
H3.G Develop Incentives for Special Needs Housing	Amend the Zoning Ordinance to provide opportunities for housing and adequate support services for seniors and people living with disabilities	Consider as part of the City's General Plan Update (2014-2017)	The City's Affordable Housing Overlay (AHO), which was established in 2013, was applied to MidPen's 90-unit affordable, senior housing development. Along with financial incentives, the AHO provides density bonuses and a parking reduction for senior housing.
H3.H Continue Support for Countywide Homeless Programs	Support housing and services for the homeless and at-risk persons and families	Ongoing	The City has continued to support HEART and has participated in countywide activities to address homeless needs. In addition, through the City's Community Funding program, the City supports LifeMoves, and continues to participate and support the Housing Leadership Council, and attend Housing Leadership Day sessions and discussions.

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H3.I Work with the Department of Veterans Affairs on Homeless Issues	Coordination in addressing the needs of the homeless	2014; ongoing thereafter	In January 2014 the City Council authorized a loan increase from the City's BMR funds to CORE Housing for up to $2.86 million for affordable housing at 605 Willow Road (Veterans Affairs Campus). The development includes 60 dwelling units and would provide permanent housing to extremely low- and very low-income veterans. The development received its certificate of occupancy in December 2015. As opportunities arise, staff will continue to work with the VA.
H4.A Modify R-2 Zoning to Maximize Unit Potential	Amend the Zoning Ordinance to minimize underutilization of R-2 development potential	Consider as part of the City's General Plan Update (2014-2017)	In 2016, the Council also began a broader housing discussion of potential policies, particularly to address displacement. In 2017, review of strategies to address displacement occurred with the Housing Commission and City Council and will be continuing. The Council prioritized the program to work on the underutilization of R-2 zoned properties for the 2017-18 fiscal year, and the amendment is estimated completion in mid-2018. While not directly related to displacement, modification of R-2 Zoning may be considered as part of a strategy to address overall housing in the City.
H4.B Implement Inclusionary Housing Regulations	Implement requirements to assist in providing housing affordable to extremely low, very low, low and moderate income households in Menlo Park	Ongoing	To comply with the City's BMR Ordinance for commercial and industrial projects, new commercial/industrial development (meeting certain criteria) in the City contributed $1,226,846.02 of BMR in-lieu fees to the City's BMR fund in 2017. The funds will be used to help house extremely low, very low, low and moderate-income households (see Program H1.H).
H4.C Modify BMR Guidelines	Amend the Zoning Ordinance to require affordable units in market rate developments	2015	Modification to the City's BMR Guidelines will be considered as part of the Housing Commission's 2017-2019 work plan for recommendation to the City Council (see Program H4.D). The City Council adopted the Commission's prioritization and the Housing Commission is working with staff to bring forward recommendations for drafting and amending the City's Below Market Rate Ordinance and Guidelines.
H4.D Update the BMR Fee Nexus Study	Update to fees consistent with the nexus of potential impacts on affordable housing need	2015	The City participated in a multi-jurisdictional nexus study that would provide a defensible analysis to maintain the legal justification for inclusionary zoning and affordable housing impact fees. The study was reviewed by the City Council in July 2016. In 2017, the City Council requested further action by the Housing Commission which formed a subcommittee to further review the Nexus Study.

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H4.E Modify Second Dwelling Unit Development Standards and Permit Process	Amend the Zoning Ordinance to reduce the minimum lot size to create greater opportunities for new second units to be built. Achieve Housing Element target for new second units (40 new secondary dwelling units between 2015-2023, with 5 per year) — 18 very low, 18 low and 4 moderate income second units.	2014; ongoing thereafter	Concurrent with the adoption of the 2007-2014 Housing Element in May 2013, the City of Menlo Park reviewed a Zoning Ordinance amendment for modifications to the Secondary Dwelling Unit Ordinance in recognition that secondary dwelling units can be a valuable source of affordable units because they often house family members at low or no cost, and many are limited in size and therefore, have lower rents. Besides making the City's ordinance compliant with State law, the Zoning Ordinance amendment included a number of revisions to provide greater flexibility in the development regulations to encourage more development of secondary dwelling units, which exceeds the target of 5 per year. As part of the Housing Element for the 2015-2023 Housing Element, the City of Menlo Park continued this program to further explore opportunities for additional revisions to the Secondary Dwelling Unit Ordinance. In April 2014, the City Council adopted additional revisions to the secondary dwelling unit ordinance, including increasing the maximum unit size for units that comply with accessibility requirements, establishing a new daylight plane requirement in lieu of the wall height requirement, and providing flexibility in the tenancy requirement. In 2016, the Planning Commission considered and recommended approval of changes to the secondary dwelling unit ordinance for consistency with State law changes, including the reduction of off-street parking requirements. The Council adopted amendments to the secondary dwelling unit ordinance in February 2017. Building permits for 13 new secondary dwelling units were issued in 2017.
H4.F Establish a Process and Standards to Allow the Conversion of Accessory Buildings and Structures to a Secondary Dwelling Unit	Adopt procedures and requirements to allow conversion of accessory structures and buildings (15 new secondary dwelling units — 6 very low income, 6 low income and 3 moderate income units)	2014; review the effectiveness of the ordinance in 2015	In April 2014, the City adopted an ordinance, that would allow legally permitted accessory buildings that do not meet the setback requirements for a secondary dwelling unit to be converted to a secondary dwelling unit through an administrative permit process. This conversion process through the administrative permit process was set to expire in one year from ordinance adoption, but was extended in May 2015 for one additional year, expiring in June 2016. In 2016, the City Council extended the conversion provision for an additional three years. Of the 7 building permits issued for secondary dwelling units in 2016, one resulted from the conversion process. New state law requirements superseded the City's local ordinance in 2017 regarding the conversion of accessory buildings into secondary dwelling units. The City updated its secondary dwelling unit ordinance for consistency with State law in February 2017. The amended ordinance would allow legally permitted accessory buildings to be converted to secondary dwelling units through the non-discretionary process if the accessory building complies with the development regulations of a secondary dwelling unit, with the exception of minimum yards, height, daylight plane, and parking.
H4.G Implement First-Time Homebuyer Program	Provide referrals	2015-2023	The City is referring first time homebuyers to HEART for down payment assistance since BMR funds are no longer available for this program. Information is available on the City's Housing webpage per Housing Programs H1.C and H1.D.

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H4.H Work with Non-Profits and Property Owners on Housing Opportunity Sites	Identify incentives and procedures to facilitate development of housing affordable to extremely low, very low, low and moderate income households on higher density housing sites	Ongoing	The City continues to work with Mid-Pen Housing on potential housing projects in the City. As part of the General Plan Update, zoning amendments were adopted to allow housing and mixed use developments in the C-2-B zone, which provides an opportunity to increase housing supply while adding services to key locations in the City. MidPen has property located in the C-2-B district as well as in the R-4-S (AHO), which allows high density residential and provisions for a density bonus in exchange for affordable housing. In 2017, the City Council committed $6.7 million towards MidPen's affordable housing project in the R-4-S (AHO) district.
H4.I Create Multi-Family and Residential Mixed Use Design Guidelines	Adopt design guidelines for multi-family and mixed use housing developments	Consider as part of the City's General Plan Update (2014-2017)	As part of the General Plan and M-2 Area Zoning Update, the City Council adopted the new R-MU (Residential Mixed Use) zoning district. The proposed zoning district includes design standards, which include a number of provisions addressing building modulation, height variation, site design, and open space requirements.
H4.J Consider Surplus City-Owned Land for Housing	Identify opportunities for housing as they arise	Consider as part of the City's General Plan Update (2014-2017)	As part of the General Plan and M-2 Area Zoning Update, the geographic focus was on the M-2 Area and there was no City-owned land suitable for housing. As part of a Council study session in May 2016, the Council considered potential ways to redevelop the City-owned parking plazas in the downtown with retail, entertainment and housing options. The main library and downtown garage locations are being explored as possible underutilized sites for housing development. Discussion of these City-owned locations as possible sites began in 2017 in City Council study sessions and community meetings.
H4.K Work with the Fire District	Undertake local amendments to the State Fire Code and approve City Council Resolution ratifying the Fire District's local amendments	2014 (in progress)	Staff worked with the Menlo Park Fire Protection District to develop a draft ordinance to the 2016 Fire Code. The City Council approved a resolution ratifying the Fire District's amendments to the Fire Code in February 2017.
H4.L Coordinate with School Districts to Link Housing with School District Planning Activities	Coordinate and consider school districts long-range planning, resources and capacity in planning for housing	Ongoing with Housing Element program implementation. Consider as part of the City's General Plan	Continued coordination on new residential development (unit type, timing, etc.) and implications for enrollment growth and facility planning with various school districts. In 2017, staff met with a enrollment projections consultant for the Menlo Park City School District to identify pending and approved development in the City.
H4.M Review the Subdivision Ordinance	Modify the Subdivision Ordinance as needed	Consider as part of the City's General Plan Update (2014-2017)	No activity to date. Review is anticipated to commence in 2018.

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H4.N Create Opportunities for Mixed Use Development	Conduct study and establish regulations to allow housing in commercial zones	Consider as part of the City's General Plan Update (2014-2017)	As part of the General Plan and M-2 Area Update approval in December 2016, the Council adopted zoning amendments to the C-2-B zoning district to allow residential uses to create mixed-use opportunities in key areas along the Willow Road Corridor and created the R-MU zoning district. A number of properties that were previously zoned for commercial and industrial uses were rezoned with the new zoning district to create opportunities for higher density housing and mixed use developments. Consideration of the amended C-2-B and the new R-MU zoning districts will continue on an as-needed basis. Staff has received interest to redevelop properties in both zoning districts with residential and mixed use developments.
H4.O Review Transportation Impact Analysis Guidelines	Modify Transportation Impact Analysis (TIA) guidelines	Consider as part of the City's General Plan Update (2014-2017)	In December 2016, the City Council adopted a new Circulation Element, recognizing that work on the Transportation Master Plan was a high priority. Work on modifications to the TIA will be considered a future program and may be informed by the work of the Transportation Master Plan that is underway.
H4.P Update Parking Stall and Driveway Design Guidelines	Modify Parking Stall and Driveway Design Guidelines	2014	In 2017, the City began a preliminary review of draft parking stall and driveway design guidelines. Input and recommendations would be combined and a draft memo of recommendations, design guidelines and modifications would be presented for consideration in the future.
H4.Q Achieve Long-Term Viability of Affordable Housing	Establish project management and other ongoing project coordination needs	As developments are proposed and ongoing thereafter	In 2017, St. Anton development, which consists of 394 units, of which 37 are affordable to low and very low-income households, conducted outreach to interested parties to apply for the affordable units. In addition, as part of creating the R-MU (Residential Mixed Use) zoning district concurrent with the General Plan Update, the Council included a provision that stated a preference for current or recently displaced Belle Haven residents for the affordable housing units created through the community amenity process. The City continues to partner with Hello Housing to administer the City's BMR list and to coordinate with project sponsors on qualifying tenants for affordable housing in the City per the BMR Guidelines.
H4.R Modify Overnight Parking Requirements to include the R-4-S Zoning District	Modify Section 11.24.050 [Night Parking Prohibited] of the Municipal Code as needed	2014	In October 2015, the City Council approved the removal of on-street parking along the north side of Haven Avenue as part of the Haven Avenue Streetscape Project. Identified as housing opportunity sites in the Housing Element, two parcels along Haven Avenue are currently being redeveloped with 540 multi-family residential units. The objective of the Haven Avenue Streetscape Project is to provide a direct connection for bicyclists and pedestrians between the Bay Trail and the City of Redwood City's bikeway and sidewalk network by constructing sidewalks and bicycle facilities along Haven Avenue. The removal of on-street parking is helping facilitate the enhanced multi-modal improvements along this corridor.

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H4.S Explore Creation of a Transportation Management Association	Explore creation of a Transportation Management Association	Consider as part of the City's General Plan Update (2014-2017)	As part of three new zoning districts for the former M-2 Area, transportation demand management measures are required to reduce the number of vehicle trips by at least 20 percent below standard generation rates based on the use of the site. The possible creation of a TMA was subject to ongoing discussion in 2017 with potential topics such as transportation alliances and regional coordination, collaboration of businesses and/or institutions, and coordination of TMA with TDM policies for new developments.
H4.T Explore Pedestrian and Bicycle Improvements	Coordinate with Redwood City on potential pedestrian and bicycle improvements	Consider as part of the City's General Plan Update (2014-2017)	The City was awarded a grant from the San Mateo County Transportation Authority (Measure A funds) to implement the Haven Avenue bicycle/pedestrian improvements. The improvements include new facilities to a key corridor that connects Menlo Park, San Mateo County and Redwood City. The project area includes Haven Avenue between Marsh Road and the Redwood City boundary, an area where several properties were recently rezoned to higher density housing. Through work on the Transportation Master Plan, improvements in the area can be identified. In addition, as part of the Menlo Gateway hotel and office project, pedestrian and bicycle improvements will be implemented. Bike lanes along a portion of Haven Avenue have been installed.

ATTACHMENT C

SENATE BILL 341 ANNUAL HOUSING SUCCESSOR REPORT

City of Menlo Park as Housing Successor for the former
City of Menlo Park Redevelopment Agency
701 Laurel St., Menlo Park, CA 94025
tel 650-330-6640
menlopark.org

FOR THE FISCAL YEAR ENDING JUNE 30, 2017

1. During the fiscal year, the Low and Moderate Income Housing Asset Fund received $70,603 in amounts deposited. It received no payments on housing loans and $70,603 for interest earned on cash in the fund. There are no amounts deposited for items listed on the Recognized Obligation Schedule.

2. At June 30, 2017, the Low and Moderate Income Housing Asset Fund had a cash balance of $530,473 and a fund balance of $5,956,515. There are no amounts held for items listed on the Recognized Obligation Payment Schedule.

3. During the fiscal year, the fund spent $27,986 in personnel expenditures to administer housing loans for preserving the long-term affordability of housing units.

4. Values as of June 30, 2017:

Real property -	$0
Loans receivable -	$5,632,902
Total -	$5,632,902

5. There were no funds transferred during the fiscal year. The Low and Moderate Income Housing Asset Fund does not have any projects on the Recognized Obligation Payment Schedule and will not have any transfers into or out of the fund in the foreseeable future.

6. The Low and Moderate Income Housing Asset Fund does not have any projects for which the housing successor holds or receives property tax revenue pursuant to the Recognized Obligation Payment Schedule.

7. As of June 30, 2017, the Housing Successor does not have interests in real property acquired by the former redevelopment agency. The last remaining real property acquired by the former redevelopment agency was sold in August 2013 and the proceeds were remitted to the County of San Mateo.

8. As of June 30, 2017, the Housing Successor does not have any remaining obligations.

9. With the limited funds, the Housing Successor is just providing maintenance on low and moderate income housing loans.

10. As of June 30, 2017, the Low and Moderate Income Housing Fund does not foresee any loan repayments.

11. The former redevelopment agency area does not contain any deed-restricted senior rental housing.

12. As of June 30, 2017, the Low and Moderate Income Housing Fund does not have any excess surplus.

13. As of June 30, 2017, the Low and Moderate Income Housing Fund has no inventory of homeownership units.

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STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-063-CC**

Consent Calendar: **Waive the second reading and adopt an ordinance approving the Amended and Restated Development Agreement for the Facebook East Campus located at 1 Hacker Way (1601 Willow Road)**

Recommendation

Staff recommends that the City Council waive the full reading of and adopt the ordinance approving the Amended and Restated Development Agreement (DA) between the Applicant (Facebook) and the City of Menlo Park to remove the ability for Facebook to partially reduce its annual payment in exchange for a reduction in the allowed number of trips, but still allow the right to suspend in the entirety, to implement the negotiated public benefits from DA for the approved Facebook Campus Expansion Project. The proposed amendments to the East Campus DA also include clarifications to reflect the change in ownership of the property and to acknowledge completed items from the previously approved East Campus Development Agreement.

Policy Issues

The recommended action is consistent with the City Council's actions and approvals on the proposed East Campus Conditional Development Permit (CDP) and DA amendments at its meeting of March 13, 2018 and would serve to complete the implementation of the land use entitlements and mitigation monitoring and reporting program (MMRP) from the certified environmental impact report (EIR) for the Facebook West Campus Expansion Project, located at 301-309 Constitution Drive and 1 Facebook Way (also known as the West Campus).

Background

At the March 13, 2018 City Council meeting, the Council voted 4-0, with Councilmember Carlton recused, to take the following actions related to the CDP and DA amendments for the Facebook East Campus:

1. Adopt a resolution approving the Second Amended and Restated CDP for the Facebook East Campus located at 1 Hacker Way; and

2. Introduce an ordinance approving the Amended and Restated 1601 Willow Road DA for the Facebook East Campus at 1 Hacker Way.

The resolution approving the Second Amended and Restated CDP does not require any additional action by the City Council and would become effective concurrently with the effective date of the Amended and Restated DA, subject to recordation with the County of San Mateo.

Analysis

The approved Facebook Campus Expansion Project entitlements required Planning Commission review and City Council action on amendments to the CDP and DA associated with the East Campus to implement the Campus Expansion Project DA and mitigation measures from the certified EIR for the project. At its meeting on March 13, 2018, the City Council adopted the second amended and restated CDP, including the revised Trip Cap to comply with a mitigation measure from the certified EIR for the Campus Expansion Project. However, implementation of the Campus Expansion Project entitlements also requires an ordinance to amend the Development Agreement for the Facebook East Campus. The City Council introduced the ordinance for the amendment at its meeting on March 13th. Ordinances require a second reading, which staff is recommending that the City Council waive, and adopt the ordinance.

The ordinance would approve the Amended and Restated DA between the City and Facebook for the provision of public benefits in exchange for vested rights. The Facebook Campus Expansion Project DA requires modifications to the East Campus DA to eliminate Facebook's right to reduce the annual payment in exchange for a reduction in the allowed number of trips; provided, however, that Facebook will retain the right to suspend the density increase and comply with the employee/density cap contained in the original project approvals for the Sun Microsystems project. If Facebook elects to suspend the density increase, then Facebook's obligations to make annual payments will likewise be suspended in its entirety. In addition, the amendments to the DA include modifications to the trip cap requirements for consistency with the proposed amendments to the trip cap in the CDP (required as a mitigation measure from the certified EIR for the Facebook Campus Expansion Project), updated identification of property ownership and the parties to the agreement, and acknowledgement of certain completed and ongoing public benefits in the recitals. These modifications do not affect the negotiated public benefits and requirements in the previously adopted DA. The ordinance amending the Development Agreement is located in Attachment A and the Amended and Restated DA is included in Attachment B.

No changes to the ordinance were requested by the City Council, nor have any changes been initiated by staff. The City Council voted 4-0, with Councilmember Carlton recused, to introduce the above mentioned ordinance at the March 13, 2018 meeting.

Impact on City Resources

The Applicant is required to pay all Planning, Building and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project.

Environmental Review

An EIR was prepared and certified for the East Campus. An EIR was prepared and certified for the Facebook Campus Expansion Project. The proposed amendments to the CDP and DA are required to comply with the certified EIR and the Mitigation Monitoring and Reporting Program for the Facebook Campus Expansion Project. The requested amendments are consistent with the certified EIR for the East Campus and the Facebook Campus Expansion Project.

Public Notice

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

Attachments

A. Ordinance for the Amended and Restated Development Agreement
B. Amended and Restated Development Agreement

Report prepared by:
Kyle Perata
Senior Planner

Report reviewed by:
Mark Muenzer
Assistant Community Development Director

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***DRAFT* – March 27, 2018**

ORDINANCE NO.___

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK APPROVING THE AMENDED AND RESTATED 1601 WILLOW ROAD DEVELOPMENT AGREEMENT WITH FACEBOOK, INC. FOR THE PROPERTY LOCATED AT 1601 WILLOW ROAD (1 HACKER WAY)

The City Council of the City 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").

SECTION 2. The City Council approved the 1601 Willow Road Development Agreement ("Original Agreement") and an Amended and Restated Conditional Development Permit, and certified the Environmental Impact Report ("EIR") for the East Campus Project at a duly noticed public meeting on May 29, 2012.

SECTION 3. In 2016, the City Council approved a project located at 301-309 Constitution Drive and commonly known as the "Facebook Campus Expansion Project." As part of the approvals for the Facebook Campus Expansion Project, the City and a Facebook affiliate, Hibiscus Properties, LLC, a Delaware limited liability company, entered into a Development Agreement, which was subsequently amended by that certain Amendment to Development Agreement (collectively, the "Expansion Development Agreement").

SECTION 4. The Expansion Development Agreement requires modifications to the Original Agreement to eliminate Facebook's right to reduce the Annual Payment (defined in the Original Agreement) in exchange for a reduction in the allowed number of trips; provided, however, that Facebook shall retain the right to suspend the Density Increase (as defined in the Original Agreement) in its entirety and comply with the employee/density cap contained in the Sun Microsystems Conditional Development Permit.

SECTION 5. The Mitigation Monitoring and Reporting Program adopted with the certified EIR for the Facebook Campus Expansion Project requires adjustments to the Trip Cap for the East Campus Project. Those adjustments include modifying the definition of Trip Cap contained in the Original Agreement and changes to the definition of Peak Period in the Trip Cap, which is attached to the Second Amended and Restated Conditional Development Permit, to identify peak hour trip limitations.

SECTION 6. This ordinance incorporates by reference that certain Amended and Restated 1601 Willow Road Development Agreement ("Agreement") by and between the City and Facebook, Inc., attached hereto as Exhibit A and incorporated herein by this reference, that will make the required changes described above.

SECTION 7. The City, as lead agency, examined the environmental effects of the East Campus Project in an EIR prepared pursuant to the California Environmental Quality Act ("CEQA"). On May 29, 2012, the City Council of the City reviewed and certified the EIR.

SECTION 8. The Agreement is consistent with the certified EIR for the East Campus Project, would continue to implement the negotiated terms in the Original Agreement and would implement the negotiated terms of the Expansion Development Agreement.

SECTION 9. As required by Section 301 of Resolution No. 4159 and based on an analysis of the facts set forth above, the City Council hereby adopts the following as its findings:

1. The Agreement is consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended by the Project Approvals, as that term is defined in the Agreement.

2. The Agreement is compatible with the uses authorized in and the regulations prescribed for the land use district in which the Property is located, as amended by the Project Approvals, including the Second Amended and Restated Conditional Development Permit.

3. The Agreement is in conformity with public convenience, general welfare and good land use practices.

4. The Agreement will not be detrimental to the health, safety and general welfare of the City or the region surrounding the City.

5. The Agreement will not adversely affect the orderly development of property or the preservation of property values within the City.

SECTION 10. 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 11. 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 13 of March, 2018.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the _____ of March, 2018, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

APPROVED:

_____
Peter I. Ohtaki
Mayor, City of Menlo Park

ATTEST:

_____
Clay J. Curtin
Interim City Clerk

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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

AMENDED AND RESTATED 1601 WILLOW ROAD DEVELOPMENT AGREEMENT

SEPARATE PAGE, PURSUANT TO GOVT. CODE 27361.6

THIS AMENDED AND RESTATED 1601 WILLOW ROAD DEVELOPMENT AGREEMENT ("Agreement") is made and entered into as of this ___ day of _____, 2018, by and between the City of Menlo Park, a municipal corporation of the State of California ("City"), and Facebook, Inc., a Delaware corporation ("Facebook"), pursuant to the authority of California Government Code Sections 65864-65869.5 and City Resolution No. 4159. This Agreement amends, restates and supersedes the 1601 Willow Road Development Agreement recorded on July 6, 2012, as Instrument No. 2012-095801 in the Official Records of San Mateo County ("Original Agreement").

RECITALS

This Agreement is entered into on the basis of the following facts, understandings and intentions of the City and Facebook:

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. Facebook owns that certain parcel of real property commonly known as 1601 Willow Road, in the City of Menlo Park, California ("Property" or "East Campus") as shown on Exhibit A attached hereto and being more particularly described in Exhibit B attached hereto.

D. In 2012, the City, Facebook and Wilson Menlo Park Campus, LLC, a Wisconsin limited liability company ("Owner") entered into the Original Agreement for the Project on the East Campus. The Project Approvals (as defined in this Agreement) allowed Facebook to occupy the former Sun Microsystems campus at a higher employee density subject to a trip cap limiting vehicular trips to and from the Property. In 2016, Facebook purchased the Property from Owner in fee simple and assumed the Owner's obligations under the Original Agreement in their entirety. The City and Facebook now desire to amend and restate the Original

Agreement to reflect Facebook's ownership of the Property and to modify certain other provisions as set forth below.

E. The City examined the environmental effects of the Project (as defined in this Agreement) in an Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act ("CEQA"). On May 29, 2012, the City Council of the City reviewed and certified the 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 generate the public benefits described in this Agreement, along with other fees for the City. Facebook 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 and the public, Facebook 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 Project in accordance with the Existing City Laws (as defined in this Agreement), subject to the terms and conditions contained in this Agreement. In order to effectuate these purposes, the City and Facebook desire to enter into this Agreement.

G. On May 7, 2012, after conducting a duly noticed public hearing pursuant to Resolution No. 4159, the Planning Commission of the City recommended that the City Council approve the Original Agreement, based on the following findings and determinations: that the Original Agreement (1) is consistent with the objectives, policies, general land uses and programs specified in the General Plan (as 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, on May 29, 2012, the City Council held a duly noticed public hearing on the Original 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 the Original Agreement by introducing Ordinance No. 978 ("Enacting Ordinance"). A second reading was conducted on the Enacting Ordinance on June 5, 2012, at which the City Council adopted the Enacting Ordinance, making the Enacting Ordinance effective on July 5, 2012 ("Effective Date").

I. The Original Agreement required Facebook to provide a number of public benefits as set forth in Sections 7 through 20 and Section 22 of the Original Agreement, subject to satisfaction of certain conditions precedent. Those conditions precedent were satisfied 90 days after the Effective Date of the Original Agreement. As of the Amending Date, defined in Recital N below, Facebook has diligently performed those obligations set forth in Sections 7.1 (Capital Improvement Payment), 7.2 (Bicycle/Pedestrian Improvements), 7.3 (Business District), 10 (Local Community Fund), 13.1 (Internship Program), 18.1 (Local Purchasing), and 22 (Sanitary Sewer System Upgrades) of the Original Agreement, and the City acknowledges that these obligations have been satisfied. As to the remaining obligations, the City has found Facebook to be in compliance with the terms of the Original Agreement and to have timely performed all applicable public benefit obligations each year as part of each Annual Review for the Original Agreement. In addition, Section 13.2 of the Original Agreement (Encourage Local Jobs) required Facebook to create a quarterly series of "career development workshops" for the local community to focus on topics such as resume writing and interviewing skills. The City acknowledges that shortly after Facebook commenced providing these career development workshops, very few individuals participated and so Facebook and the City have agreed that hosting biannual job fairs, during which Facebook and certain of its vendors would be available to discuss employment opportunities with members of the community, provide a greater benefit than the original workshop concept and are sufficient to satisfy the "career development workshop" concept identified in Section 13.2 of the Original Agreement. Although this Agreement is intended to amend and restate the Original Agreement, for the sake of administrative efficiency this Agreement leaves the original language in Sections 7 through 20 and Section 22 intact, even though the obligations identified above have either been performed and no longer require further action by Facebook, or, in the case of Section 13.2, have been modified.

J. In 2016, the City approved a subsequent Facebook project located at 301-309 Constitution Drive and commonly known as the "Campus Expansion

Project." As part of the approvals for the Campus Expansion Project, the City and a Facebook affiliate, Hibiscus Properties, LLC, a Delaware limited liability company, entered into a Development Agreement (301-309 Constitution Drive, Menlo Park, CA) dated December 14, 2016 and recorded on December 16, 2016 as Instrument No. 2016-133794 in the Official Records of San Mateo County, as subsequently amended by that certain Amendment to Development Agreement dated December 18, 2017, and recorded on December 19, 2017 as Instrument No. 2017-114052 in the Official Records of San Mateo County (collectively, the "Expansion Development Agreement").

K. Section 10 of the Expansion Development Agreement requires modifications to the Original Agreement for the East Campus Project to eliminate Facebook's right to reduce the Annual Payment (as defined in this Agreement) in exchange for a reduction in the allowed number of trips; provided, however, that Facebook shall retain the right to suspend the Density Increase (as defined in this Agreement) and comply with the employee/density cap contained in the Sun Conditional Development Permit (as defined in this Agreement), in which case, Facebook's obligations to make Annual Payments would likewise be suspended in its entirety.

L. The Campus Expansion Project is subject to a mitigation measure that requires adjustments to the Trip Cap for the East Campus Project. Those adjustments require modifications to the definition of "Trip Cap" contained in the Original Agreement, and are also reflected in the Second Amended and Restated Conditional Development Permit for the East Campus Project recorded concurrently with this Agreement.

M. In order to implement the changes identified in Recitals D, K and L above and correct minor clerical errors, the Parties now desire to amend and restate the Original Agreement in this Agreement.

N. On February 5, 2018, the Planning Commission held a duly noticed public hearing to review the modifications to the Original Agreement to implement the changes described above and recommended the City Council enter into this Agreement.

O. On March 13, 2018, the City Council held a duly noticed public hearing on the modifications to the Original Agreement to implement the changes described above and determined to enter into this Agreement. On that same date, the City Council made the decision to approve the Agreement by introducing

Ordinance No. ____ ("Amending Ordinance"). A second reading was conducted on the Amending Ordinance on _____, 2018, at which the City Council adopted the Amending Ordinance, making it effective on _____, 2018, ("Amending Date").

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 Facebook herein contained, the City and Facebook 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. Amended and Restated Conditional Development Permit. The Second Amended and Restated Conditional Development Permit that, subject to the terms and conditions of this Agreement, permits the Property to be occupied pursuant to the Density Condition or the Density Increase.

1.2. Approvals. Any and all permits or approvals of any kind or character required under the City Laws in order to authorize and entitle Facebook to develop and occupy the Property in accordance with the terms of the Project including, but not limited to, the Amended and Restated Conditional Development Permit and the heritage tree removal permits.

1.3. 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 and the City's Zoning Ordinance.

1.4. City Manager. The City Manager or his or her designee as designated in writing from time to time. Facebook may rely on the authority of the designee of the City Manager.

1.5. 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. 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.

1.6. Conditions. All Fees, 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. Community Development Director. The City's Community Development Director or his or her designee.

1.8. Default. As to Facebook, the failure of Facebook to comply substantially and in good faith with any obligations of Facebook 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 Facebook or the City shall be subject to cure as provided in this Agreement.

1.9. Density Condition. Pursuant to the Sun Conditional Development Permit, the density limitation of 3,600 employees with a required 25 percent reduction in single vehicle occupancy trips through the implementation of a transportation demand management program.

1.10. Density Increase. The Project Approvals allowing increased employee density on the Property above the Density Condition, subject to the Trip Cap.

1.11. Effective Date. The effective date of the Enacting Ordinance pursuant to Government Code Section 65867.5, as specified in Recital H of this Agreement.

1.12. Existing City Laws. The City Laws in effect as of the Effective Date of the Original Agreement.

1.13. Fees. All exactions, costs, fees, in-lieu fees, payments, charges and other monetary amounts imposed or charged by the City in connection with the development of or construction on real property under Existing City Laws. Fees shall not include Processing Fees.

1.14. General Plan. Collectively, the General Plan for the City adopted by the City Council on November 30 and December 1, 1994, as previously amended and in effect as of the Effective Date of the Original Agreement.

1.15. 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.

1.16. Mitigation Measures. The mitigation measures applicable to the Project, developed as part of the EIR process and required to be implemented through the MMRP and the Amended and Restated Conditional Development Permit.

1.17. MMRP. The Mitigation Monitoring and Reporting Plan adopted as part of the Project Approvals and applicable to the Project.

1.18. Mortgage. Any mortgage, deed of trust or similar security instrument encumbering the Property, any portion thereof or any interest therein.

1.19. Mortgagee. With respect to any Mortgage, any mortgagee or beneficiary thereunder.

1.20. Party. Each of the City and Facebook and their respective successors, assigns and transferees (collectively, "Parties").

1.21. 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 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.

1.22. Project. The uses of the Property, the site plan for the Property and the Vested Elements, 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 option to occupy the Property with the Density Increase subject to this Agreement and the making of certain improvements to the undercrossing.

1.23. 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) certification of the EIR and adoption of the MMRP and other actions in connection with environmental review of the Project; (c) the Amended and Restated Conditional Development Permit; and (d) the heritage tree removal permits.

1.24. Public Works Director. The City's Public Works Director or his or her designee.

1.25. 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.

1.26. Sun Conditional Development Permit. The conditional development permit approved by the City on May 19, 1992 and issued to Sun Microsystems for the Property.

1.27. Trip Cap. The Trip Cap setting a maximum allowable number of vehicle trips associated with the Property on non-holiday weekdays, and which is as follows: 1,300 trips during the AM peak hour from 7:00 a.m. to 8:00 a.m., and 1,300 trips during the AM peak hour from 8:00 a.m. to 9:00 a.m.; 1,300 trips during the PM peak hour from 4:00 p.m. to 5:00 p.m., and 1,300 trips during the PM peak hour from 5:00 p.m. to 6:00 p.m.; and 15,000 total daily trips.

2. Amending Date; Term.

2.1. Amending Date. This Agreement shall be effective and supersede the Original Agreement as of the Amending Date. Not later than 10 days after the Amending Date, the City and Facebook 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.

2.2.1. This Agreement shall continue until the earlier of: (a) the termination of the Project Approvals or (b) the termination of this Agreement in accordance with its terms.

2.2.2. Notwithstanding Section 2.2.1 above, all commitments and obligations under the following sections of this Agreement shall terminate on February 6, 2026: Housing (Section 9), Local Community Fund (Section 10), Bay Trail Gap (Section 11), Utility Undergrounding (Section 12), Jobs (Section 13), City of East Palo Alto Benefits (Section 14), Environmental Education (Section 16), Local Purchasing (Section 17), Transportation Demand Management Information Sharing (Section 19) and Volunteerism (Section 20).

2.2.3. Intentionally deleted.

2.2.4. The terms of this Agreement other than those specifically listed in Section 2.2.2 shall continue until this Agreement is terminated in accordance with its terms.

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; (b) the Property shall remain subject to the Amended and Restated Conditional Development Permit; (c) the Property shall be subject to the Density Condition and the right to elect to have the Property subject to the Density Increase will terminate; and (d) Facebook shall thereafter comply with the provisions of the City Laws 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 Facebook that are or would be vested under City Laws in the absence of this Agreement and the Amended and Restated Conditional Development Permit.

3. General Development of the Project.

3.1. Project. Facebook 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 Facebook, as the same may be amended from time to time upon application by Facebook; and City shall have the right to control development of the Property in accordance with the provisions of this Agreement, so long as this

Agreement remains effective, and the Approvals for the Project and/or the Property. Except as otherwise specified herein, until the expiration or earlier termination of this Agreement, this Agreement, the Approvals and the Existing City Laws 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 ("Vested Elements"), 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.

3.2. Subsequent Projects. The City agrees that as long as Facebook develops and occupies the Project in accordance with the terms of this Agreement, Facebook'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. Facebook 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, that City shall not apply for any such permits or approvals without Facebook's prior written approval. The City shall promptly and diligently cooperate, at no cost to the City, with Facebook in its endeavors to obtain such permits and approvals and, from time to time at the request of Facebook, 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 Facebook's cost and expense, including payment of City staff time in accordance with standard practices, and Facebook 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 law, Facebook 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 Facebook or the City thereunder and/or the duties and obligations of the parties thereto.

3.4. Additional Fees. Except as set forth in this Agreement and the Project Approvals, the City shall not impose any further or additional fees (including, without limitation, any fees, taxes or assessments 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 for such Fees as in effect as of the Effective Date. Notwithstanding the foregoing, the following provisions shall apply:

3.4.1. If the City forms an assessment district including the Property, and the assessment district is City Wide or applies to all M-2 Zoned properties and is not duplicative of or intended to fund any matter that is covered by any Fee payable by Facebook, 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 Facebook's obligation to pay such assessment result in a cessation or postponement of development and occupancy of the Property or affect in any way Facebook's development rights for the Project.

3.4.2. The City may charge Processing Fees to Facebook 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 M-2 Zoned properties at the time Facebook submits an application for those permits.

3.4.3. 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 M-2 Zoned properties, the Property may be so taxed, which tax shall be consistent with the taxation of other properties in the City similarly situated.

3.4.4. 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.

3.4.5. If state or federal laws are adopted which impose fees on new or existing projects, such fees shall be applicable to the Project.

3.5. Effect of Agreement. This Agreement, the Project Approvals and all plans and specifications upon which such Project Approvals are based, including but not limited to the Amended and Restated Conditional Development Permit, shall constitute a part of the Enacting Ordinance and Amending Ordinance, as if incorporated by reference therein in full.

3.6. Review and Processing of Approvals. The City shall accept, review and expeditiously process Facebook'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 and this Agreement. Facebook 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. Facebook shall submit all applications and requests for Approvals in the manner required under 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 and this Agreement.

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), this Agreement and the Approvals. Facebook's vested rights to develop and occupy or to cause the Property to be occupied in accordance with the Vested Elements, provided that City may apply and enforce the California Building Code as amended and adopted by the City (including the Mechanical Code, Electrical Code and Plumbing Code) and California Fire Code as amended and adopted by the City and/or the Menlo Park Fire Protection District, as such codes may be in effect at the time Facebook applies for building permits for any aspect of the Project. 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 Facebook: (a) apply to the Project 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 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.

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, impose any further or additional fees or impose any other conditions on the Project, including, without limitation, those requiring additional traffic improvements/requirements or additional off-site improvements, 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 shall be considered in conflict with this Agreement and the Existing City Laws:

4.2.1. Limiting or reducing the density or intensity of use of the Property;

4.2.2. Limiting grading or other improvements on the Property in a manner that is inconsistent with or more restrictive than the limitations included in the Approvals or this Agreement; or

4.2.3. Applying to the Project or the Property any law, regulation, or rule restricting or affecting a use or activity otherwise allowed by this Agreement.

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.

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 the Project alternatives, 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 Facebook 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. Facebook 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 Facebook in connection with any arrangements for abandoning existing easements and facilities and the relocation thereof or creation of any new easements within the Property or the undercrossing 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 Facebook, 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 Facebook pursuant to this Agreement, including those set forth in the Project Approvals, shall be constructed by Facebook.

5. Trip Cap. If the Density Increase is elected and has not been suspended in accordance with the terms of Section 8.2, Facebook shall adhere to the Trip Cap, the details of which are included in the Project Approvals, and incorporated herein by this reference. To ensure compliance, the Trip Cap includes monitoring with periodic reporting and monetary penalties for violations of the Trip Cap that shall be paid by Facebook to the City.

6. Intentionally deleted.

7. One Time Public Benefits; Conditions.

7.1. Capital Improvement. Within 45 days of the satisfaction of the Conditions Precedent (as defined in the Original Agreement), Facebook shall make a one-time payment of One Million One Hundred Thousand Dollars ($1,100,000) to the City for the City's unrestricted use toward capital improvement projects.

7.2. Bicycle/Pedestrian. Within 240 days of the satisfaction of the Conditions Precedent, Facebook shall, subject to the approval of the applicable regulatory agencies, take the actions described in this Section 7.2.

7.2.1. Facebook shall perform one-time improvements to the undercrossing above and beyond those described in the Project. The specific improvements shall be designated by Facebook in its sole and absolute discretion, but shall be subject to review, approval and permitting by the City. Conceptually, these improvements include landscape embellishments and a self-service bicycle tool station. Also, as a key feature, Facebook proposes to improve the undercrossing by, to the extent appropriate, preserving existing art and/or providing wall surfaces for invited artists to create mural art with the intent to create an "art gallery" experience for the pedestrians/bicyclists using the undercrossing.

7.2.2. Facebook shall perform restriping improvements for bicycle lanes to the following streets on a one-time basis:

(a) Willow Road and Middlefield Road intersection;
(b) Willow Road and U.S. 101 bridge;
(c) Willow Road between Hamilton Avenue and Bayfront Expressway;
(d) Willow Road between Newbridge Street and Ivy Drive; and
(e) Willow Road between O'Keefe and U.S. 101 (shared lane marking).

7.2.3. Facebook shall have a one-time obligation to investigate the possibility of making crosswalk improvements, including, but not limited to the installation of in-pavement warning lights, to the pedestrian crossings at the U.S. 101 and Willow Road interchange, and, subject to the consent of the applicable regulatory agencies, shall make or pay for such improvements. Facebook shall not, however, be obligated to spend more than One Hundred Thousand Dollars ($100,000) on these crosswalk improvements. If Facebook determines, as reasonably confirmed by the City's Public Works Director, that the cost of these crosswalk improvements will exceed One Hundred Thousand Dollars

($100,000), the City may perform such improvements and Facebook shall reimburse the City for its reasonable costs to perform such improvements, but not to exceed One Hundred Thousand Dollars ($100,000). If the City performs the crosswalk improvements, the City shall provide evidence of the cost to complete the crosswalk improvements to Facebook, which evidence shall be subject to Facebook's reasonable review and approval.

7.2.4. Facebook shall perform one-time improvements to publicly accessible walking paths, trails and levees in the immediate vicinity of the Property, subject to approval by the San Francisco Bay Conservation and Development Commission ("BCDC"). The intent of these improvements would be to make the area surrounding the Property more pedestrian friendly and enable the community, visitors and Facebook employees to learn about and enjoy the surrounding bay-lands in an ecologically sensitive manner. The specific improvements shall be determined by Facebook in its sole and absolute discretion, but may include planting bay friendly native shrubs and trees, providing additional destination viewing points and seating and creating a renovated, environmentally friendly walking path and shall include adding interpretive signage. In performing these improvements, Facebook shall work with an environmental consultant to ensure that human interactions with the ecosystem are appropriate.

7.3. Business District. Within three years of the satisfaction of the Conditions Precedent, Facebook will have a one-time obligation to investigate the possibility of creating a business improvement district in the Willow Road corridor between U.S. 101 and Bayfront Expressway that includes the Property. If the business improvement district is feasible and the adjacent property owners are likewise interested in creating the business improvement district, Facebook shall initiate the process for creating the business improvement district; provided, however, that Facebook shall not be obligated to spend more than Fifty Thousand Dollars ($50,000) on this effort. The adequacy of Facebook's investigation and verification of the amount spent in diligently pursuing this condition is subject to the review and approval of the City's Community Development Director.

7.4. In-Lieu Mitigation Payment. Facebook agrees that if the City (a) secures grant funds to pay for mitigations that Facebook is obligated to perform pursuant to the MMRP, (b) notifies Facebook that it wishes to perform such mitigations in lieu of Facebook, and (c) completes those mitigations, then Facebook shall make an in lieu of payment to the City equal to the cost of the mitigations (which payment shall fully satisfy Facebook's obligation to perform

such mitigations); provided, however, that (i) the City and Facebook shall agree on a not-to-exceed budget for the mitigations the City wishes to perform; and (ii) if the City notifies Facebook that it wishes to perform such mitigations in lieu of Facebook after Facebook has commenced planning for and/or performing such mitigations, then Facebook shall be entitled to a credit (to be offset against the in lieu of payment to the City) equal to Facebook's reasonable costs incurred in planning and/or performing such mitigations. The City shall provide evidence of the cost to complete the mitigations to Facebook, which evidence shall be subject to Facebook's reasonable review and approval. With respect to any particular mitigation, Facebook will not be obligated to pay the City any amounts incurred in excess of the not-to-exceed budget for that mitigation. If the City notifies Facebook that it wishes to perform a mitigation(s) in lieu of Facebook pursuant to this Section 7.4, then Facebook's only obligation with respect to such mitigation(s) will be to pay the City the applicable amounts described herein. In addition, Facebook also agrees that if the City secures grant funds to pay for mitigations that Facebook is obligated to perform pursuant to the MMRP and notifies Facebook that it wishes to use those funds to pay for mitigations that Facebook itself performs, then Facebook shall make an in lieu of payment to the City equal to the grant funds used by the City to pay for mitigations performed by Facebook.

8. On-Going Public Benefits, Conditions.

8.1. Annual Payment. During the term of this Agreement, Facebook shall make an annual payment ("Annual Payment") to the City in lieu of sales tax or other revenue that might otherwise accrue to the City if the Property was occupied by a sales tax producer. The first payment of the Annual Payment will be for the City's July 1, 2012 to June 30, 2013 fiscal year, and will be due and payable in full to the City on January 1, 2013. Subsequent payments of the Annual Payment will be due and payable in full to the City on July 1 of each fiscal year for which the Annual Payment is payable (commencing July 1, 2013). The Annual Payment will be payable for the 10-year period commencing on July 1, 2012 and ending on June 30, 2022 ("Minimum Payment Period") with no proration, reduction or suspension (except as set forth in Section 8.2.8). After the Minimum Payment Period has expired, however, the Annual Payment may be suspended as set forth below in Section 8.2. If the City changes its fiscal year, then the date for payment of the Annual Payment shall, likewise, be changed.

8.1.1. In each of the first five years beginning with the first payment on January 1, 2013, the amount of the Annual Payment shall be Eight Hundred Thousand ($800,000).

8.1.2. For each of the five years beginning with the payment on July 1, 2017, the Annual Payment shall be Nine Hundred Thousand ($900,000).

8.1.3. For each of the five years beginning with the payment on July 1, 2022, the Annual Payment shall be One Million Dollars ($1,000,000).

8.1.4. Beginning on July 1, 2027 and on each anniversary thereof (each an “Index Date”), the Annual Payment amount will be increased to the product of the Annual Payment amount in effect immediately prior to the applicable Index Date times a fraction, the numerator of which is the “Index” (defined below) for the third (3rd) month preceding the applicable Index Date, and the denominator of which is the Index for the third (3rd) month preceding the last Index Date or, in case of the first Index Date, the Index for April 1, 2026. “Index” means the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for all Urban Consumers (all items for the SF-Oakland-San Jose Metropolitan Area on the basis of 1982-1984 = 100). If the format or components of the Index are materially changed after the execution of this Agreement, the City will reasonably select an index which is published by the Bureau of Labor Statistics or similar agency and which is a reasonable equivalent to the Index in effect on the Effective Date.

8.2. Adjustments.

8.2.1. Following expiration of the Minimum Payment Period on June 30, 2022 and on each five-year anniversary thereof (each an "Adjustment Date"), Facebook shall have the option to temporarily suspend the Density Increase or, if the Density Increase is then suspended, to un-suspend the Density Increase (“Adjustment Option”). If Facebook elects to suspend the Density Increase and provides timely notice of the same in accordance with Section 8.2.2, the obligation to make the Annual Payment will likewise be suspended (in its entirety) and the Project shall be subject to the Density Condition rather than the Trip Cap.

8.2.2. Facebook may exercise its Adjustment Option by giving the City notice at least 180 days prior to an Adjustment Date. Such notice shall indicate whether Facebook is suspending or un-suspending the Density

Increase. On the first Adjustment Date, if Facebook does not exercise the Adjustment Option, the Annual Payment will be as described above in Section 8.1.3. Thereafter, if Facebook does not timely exercise its Adjustment Option, the Annual Payment (if any) for the succeeding five-year period will continue to remain as it was during the period preceding the Adjustment Date (subject to increases to account for changes in the Index as set forth in Section 8.1.4).

8.2.3. Following the expiration of the Minimum Payment Period, on the occurrence of a Triggering Event, as defined below, Facebook will have the option to suspend the Density Increase by giving the City notice of its exercise of its Adjustment Option, which notice must specify the Triggering Event. The suspension will become effective as of the commencement of the City's next fiscal year provided the City receives the notice at least 120 days prior to the commencement of such fiscal year. If the notice is given within 120 days of the City's next fiscal year, then the suspension will become effective as of the commencement of the City's succeeding fiscal year. The Triggering Event notice must indicate that Facebook is suspending the Density Increase. Following delivery of a Triggering Event notice, the Density Increase may be un-suspended on the next Adjustment Date, in the manner set forth above.

8.2.4. A "Triggering Event" means either of the following: (a) vacation of four or more of Buildings 10, 12, 14, 15, 16, 17 and 18 as shown on the site plan attached hereto as Exhibit C and incorporated herein by this reference, or (b) the performance of building improvements that cause the average employee density of the Buildings 10, 12, 14, 15, 16, 17 and 18 to be less dense than the Density Condition, as determined in the reasonable discretion of the City's Community Development Director.

8.2.5. Intentionally deleted.

8.2.6. The Density Increase may be suspended for a maximum of ten consecutive years, after which time this Agreement may be terminated pursuant to Section 26.

8.2.7. Facebook will be entitled to a credit equal to all taxes paid to and received by the City and attributable to operations at the Property, including, without limitation, sales taxes attributable to retail operations performed at the Property and any future taxes on any services provided from or attributable to the Property. That credit will be offset against the Annual Payment. Facebook will not be entitled to a credit for property taxes paid to the City.

8.2.8. Intentionally deleted.

8.2.9. Intentionally deleted.

9. Housing.

9.1. Facebook will explore opportunities to invest in low income tax credits for affordable housing projects in the City and the City of East Palo Alto, including partnering with a local non-profit housing developer(s) or contributing funds toward the creation of low, very-low or extremely-low income housing. Facebook shall report the results of its explorations to the City's Community Development Director upon the City's Community Development Director's written request. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

9.2. Facebook will contact a local real estate developer or local real estate developers interested in building housing projects in the City. Facebook in concert with the real estate developer(s) will explore ways to support housing projects, including, but not limited to investing capital, committing to leasing units or offering marketing opportunities to Facebook employees. Facebook shall report the conclusions from this collaborative effort to the City's Community Development Director upon the City's Community Development Director's written request. The decision of whether to provide any support will be in Facebook's sole and absolute discretion.

10. Local Community Fund. Within one year of the satisfaction of the Conditions Precedent, Facebook shall create a Local Community Fund ("LCF") in partnership with a non-profit partner to manage and administer the LCF and Facebook shall contribute Five Hundred Thousand Dollars ($500,000) to the LCF. The purpose of the LCF will be to provide support for local community needs. A five-member Board of Advisors will be created to advise about criteria for eligibility and distribution of funding. The Board of Advisors will endeavor to spread the LCF's benefits equally between the City and the City of East Palo Alto. The City Manager and East Palo Alto's City Manager each will name one Advisory Board member to serve a two-year term. Facebook will name two Advisory Board members to each serve a two-year term, and a Facebook representative appointed by Facebook will serve on a continuing basis. Advisory Board members may serve more than one term (if re-appointed by the City Manager, the City of East Palo Alto's City Manager or Facebook, as applicable). If after the LCF's funding has been exhausted Facebook determines that the LCF is a success, is operating

smoothly and is making a positive impact on the community, Facebook will consider making an additional contribution to LCF (however, the decision of whether to make an additional contribution will be in Facebook's sole and absolute discretion).

11. Bay Trail Gap. Facebook will work with Bay Trail stakeholders, including, but not limited to Midpeninsula Regional Open Space District, Association of Bay Area Governments ("ABAG"), the City of East Palo Alto and the City and County of San Francisco and appropriate members of the business community to close the Bay Trail Gap, commonly known as Gap No. 2092, which terminates at the railroad right-of-way on University Avenue. Facebook will also evaluate making a future financial contribution to the effort to close the Bay Trail Gap. Facebook shall report the results of its explorations to the City upon the City's Community Development Director's written request. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

12. Utility Undergrounding. Facebook agrees to cooperate with the City in the City's efforts to underground existing electric transmission lines located in the vicinity of the Property, however, neither the City nor Facebook will be obligated to provide funding for utility undergrounding.

13. Jobs.

13.1. Internship Program. Facebook will create a summer intern program for students residing within the geographic boundaries of the Ravenswood Elementary School District. The summer intern program will commence with an initial, pilot program, and then later, if successful, may be expanded, in Facebook's sole and absolute discretion, to include more participants and/or subject areas. Students participating in the pilot program will work in the Facebook IT Department alongside technology professionals. The summer intern program will include weekly training sessions covering topics such as the college application process, professional skills and business and interpersonal skills. The department in which the summer interns are placed, and the scope of and agenda for the program may change over time. Facebook anticipates that the summer intern program will be launched in partnership with an academic non-profit organization and that the non-profit organization will be responsible for selecting the participating students, processing work permits and managing other related administrative matters. The program will include the following elements: (a) the program will be open to at least 10 students per session, (b) all students must be

in or entering their Junior year in high school (unless otherwise determined by Facebook in its reasonable discretion), and (c) the program will run for at least four weeks. Facebook will endeavor to launch the pilot program in June 2012, and in no case will the pilot program launch later than summer 2013. Facebook may also elect (in its sole and absolute discretion) to expand the program to include an after-school session during the school year in addition to the annual summer program.

13.2. Encourage Local Jobs. Facebook will work with a local training program to expand training services for residents of the City and the City of East Palo Alto. Facebook will also create an ongoing quarterly series of career development workshops to commence within one year of the satisfaction of the Conditions Precedent. The workshops will focus on topics such as resume writing, interviewing skills and how to find a job via social media, including Facebook. These workshops will take place in local community centers and/or other neighborhood sites. In addition, within one year of the satisfaction of the Conditions Precedent, Facebook will host a session, promoted in the Belle Haven neighborhood and East Palo Alto, on how to become a Facebook employee, including how to apply through www.facebook.com/careers. Because people who work at Facebook are comprised of both employees and contractors, to encourage contractors to hire City residents and residents of the City of East Palo Alto, Facebook will require future vendors to use reasonable efforts to notify residents of the City and the City of East Palo Alto when they are hiring new people to work at the Property in the facilities, culinary and construction trades. Reasonable efforts shall include, but not be limited to, using the existing East Palo Alto first source hiring jobs hotline/posting capabilities and any equivalent program later developed by the City. Vendors with existing contracts will be encouraged to use reasonable efforts to promote local hiring as openings become available. Facebook will also encourage campus vendors to host sessions on how to become an employee of their organization.

14. City of East Palo Alto Benefits. On May 24, 2012, the City of East Palo Alto and Facebook entered into the Memorandum of Agreement by and between the City of East Palo Alto and Facebook, Inc. Regarding the Menlo Park Facebook Campus Project ("MOA"). A copy of the MOA, including its "Exhibit A, Terms and Implementation" is attached hereto as Exhibit D. The specific terms listed in "Exhibit A, Terms and Implementation" are incorporated herein, except for the following terms which are specifically not incorporated herein:

(a) Paragraph 1.c) Traffic Improvements, the terms of which are included in Section 7.2.3 of this Agreement;
(b) Paragraph 3.a) Jobs/Local Hire, the terms of which are included in Sections 13.1 and 13.2 of this Agreement;
(c) Paragraph 3.b) Volunteerism, the terms of which are included in Section 20 of this Agreement;
(d) Paragraph 3.c) Community Fund, the terms of which are included in Section 10 of this Agreement;
(e) Paragraph 3.d) Housing, the terms of the second and third bullet points, which are included in Sections 9.1 and 9.2 of this Agreement; and
(f) Paragraph 3.e), the terms of which are included in Section 11 of this Agreement.

15. Adopt-a-Highway. Within 180 days of the satisfaction of the Conditions Precedent, Facebook will adopt a roadway segment in the vicinity of the Property pursuant to Caltrans' Adopt-A-Highway Program. This commitment will be for a period of five years. If there are no segments available for adoption in the vicinity of the Property, Facebook's obligation shall be tolled until a segment becomes available.

16. Environmental Education.

16.1. When performing work that might impact the San Francisco Bay, Facebook will hire an environmental consultant knowledgeable about the San Francisco Bay and associated marsh habitats to ensure that endangered species, particularly the Salt Marsh Harvest Mouse and Clapper Rail, are not harmed.

16.2. Facebook will cooperate with the Don Edwards San Francisco Bay National Wildlife Refuge ("Refuge") team and related nonprofit groups on habitat protection and restoration adjacent to the Property. Facebook will establish an ongoing, in-house point of contact for the Refuge, nonprofit groups and related agencies to ensure collaborative success.

16.3. Facebook will educate employees and visitors about the unique species next to the Property and their habitat requirements. Such education may be by way of installing appropriate interpretive signage and/or hosting educational programs.

16.4. Facebook will engage in "wildlife-friendly" behavior, such as (a) adopting policies requiring the trapping and removal of feral cats and the leashing of dogs when using trails located on the Property, (b) employing wildlife-

safe rodent control measures, and (c) encouraging beneficial species (through, for example, the installation of bat houses).

17. On-Going Environmental Commitments.

17.1. When performing landscape improvements, Facebook will minimize (or require the minimization of) potential stormwater runoff through the use of appropriate techniques, such as grassy swales, rain gardens and other Low Impact Development ("LID") measures.

17.2. If Facebook installs at the Property new windows or new window treatments on windows facing the parking lot or the San Francisco Bay, Facebook will select (or require the selection of) windows and window treatments that minimize impacts of light pollution and risk of collision to birds. If Facebook installs new lighting in the parking lot at the Property, Facebook will use (or require the use of) then available best practices to design and shield that new lighting so as to confine direct rays to the Property and not out into the adjacent areas of the San Francisco Bay. The obligations in this Section 17.2 will not apply to windows or treatments to windows that face the courtyard and lighting that is located within the courtyard, except that if Facebook replaces upper (3rd floor) windows or window treatments that face the courtyard, Facebook will select (or require the selection of) windows or treatments that minimize the risk of bird collision.

17.3. Except for the existing basketball court, Facebook will not create (or permit the creation of) any lighted playing field on the perimeter of the site that abuts the San Francisco Bay. Facebook will require the lights on the existing basketball court to be controlled so that the court is dark except when in use.

17.4. If Facebook installs new building roofs, window ledges, parking lot light poles or landscaping changes, Facebook will use (or require use of) then available best practices to ensure that the new building roofs, window ledges, parking lot light poles or landscaping changes do not create sites for predatory bird species to roost or nest.

17.5. When performing landscape improvements to those portions of the Property that abut the San Francisco Bay, Facebook will consult with (or require consultation with) a qualified environmental consultant familiar with California native plant communities and select (or require the selection of) suitable native plants for landscaping.

17.6. Intentionally deleted.

18. Local Purchasing.

18.1. Facebook shall adopt a program to incentivize Facebook employees to frequent local businesses and continue such program for three years from the Effective Date. Facebook's continuation of the "Facebucks" program will satisfy this obligation.

18.2. When purchasing goods that can be sourced locally, Facebook shall endeavor to purchase goods from vendors located in the City if the quality, price, terms and conditions are competitive.

18.3. When engaging vendors to provide on-site services to employees (e.g., chiropractic services), Facebook shall endeavor to engage vendors that are located in the City if their services satisfy Facebook's needs and the quality, price, terms and conditions are competitive.

18.4. If the Menlo Gateway project is developed, Facebook will consider adding the hotel built as part of that project to its list of preferred hotels for visitors.

19. Transportation Demand Management Information Sharing. To help mitigate regional traffic, Facebook agrees to share its Transportation Demand Management best practices with other interested Silicon Valley companies that request such information from Facebook.

20. Volunteerism. Facebook will actively promote local volunteer opportunities in the City and the City of East Palo Alto to all its employees. Such promotion shall include the creation of an internal Facebook page for the posting of volunteer opportunities. Facebook will host a "Local Community Organization Fair" on the Property. This fair will launch in Summer 2012 and take place annually.

21. Assignment and Assumption.

21.1. Intentionally deleted.

21.2. The right to occupy the Property with the Density Increase shall continue regardless of whether a future tenant has assumed the remaining obligations under Sections 7, 9-11, 13, 15, 16, 18-20 and 22. Notwithstanding the foregoing, the continuation of the right to occupy the Property with the Density

Increase is subject to compliance with Section 8, On-Going Public Benefits, Conditions.

22. Sanitary Sewer System Upgrades. West Bay Sanitary District ("WBSD") is the main permitting agency for the sanitary sewer system upgrades discussed in this Section 22. Facebook shall provide a specific contact to WBSD for matters related to the sanitary sewer system upgrades and shall provide another contact for all other matters, should it be different than the contact for the sanitary sewer system upgrades.

22.1. Facebook shall upsize 114 feet of the existing 12-inch diameter pipeline that runs north along Hamilton Avenue, beginning at the Hamilton/Willow Road intersection, to a 15-inch diameter pipe. Within 90 days of the Effective Date of this Agreement, Facebook shall apply for a Class 3 permit from WBSD. Facebook shall cause a cost estimate to be prepared and shall provide the cost estimate to WBSD for its review and to the City. Within 30 days of receiving approval from WBSD, Facebook shall apply for an encroachment permit from the City and Caltrans. Within 180 days of receiving approval of the respective encroachment permits, Facebook shall construct the improvements. To ensure that this work is timely completed to the reasonable satisfaction of the City's Community Development Director, Facebook shall post a bond equal to 200 percent of the estimated cost of the work within 30 days of the satisfaction of the Conditions Precedent. The City shall release the bond upon completion of the work.

22.2. Facebook shall purchase a third wastewater pump to be placed into reserve in case of pump failure at the Hamilton Henderson Pump Station. Within 120 days of the Effective Date of this Agreement, Facebook shall purchase a Flygt NP 3202.090, 35 Horsepower, 460 Volt, 60 Hertz, 3 Phase pump with the following options: (a) 8-inch Discharge, (b) 642 Impeller, (c) minimum 50 feet of cable, (d) soft start motor starter, (e) FM explosion proof rating, and (f) Float Level Sensor or similar pump as approved by WBSD. Facebook shall cause a cost estimate to be prepared and shall provide the cost estimate to WBSD for its review and to the City. To ensure that the pump is purchased, to the reasonable satisfaction of the City's Community Development Director, Facebook shall post a bond equal to and 120 percent of the cost of the wastewater pump within 30 days of the satisfaction of the Conditions Precedent. The City shall release the bond upon WBSD's receipt of the pump.

23. Indemnity.

23.1. Intentionally deleted.

23.2. Facebook shall indemnify, defend and hold harmless the 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, the development and occupancy of the Project, any Approval with respect thereto, or claims for injury or death to persons, or damage to property, as a result of the operations of Facebook or its employees, agents, contractors, representatives or tenants with respect to the Project (collectively, "Facebook Claims"); provided, however, that Facebook shall have no liability under this Section 23.2 for Facebook Claims that (a) arise from the gross negligence or willful misconduct of any City Indemnified Party, or (b) arise from, or are alleged to arise from, the repair or maintenance by the City of any improvements that have been offered for dedication by Facebook and accepted by the City or (c) are attributable to events which occur after Facebook vacates the Property.

23.3. Intentionally deleted.

24. Periodic Review for Compliance.

24.1. Annual Review. The City shall, at least every 12 months during the term of this Agreement, review the extent of Facebook'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 Facebook not less than 30 days prior to the date of the hearing by the Planning Commission on Facebook'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. A finding by the City of good faith compliance with the terms of this Agreement shall conclusively determine the issue up to and including the date of such review.

24.2. Non-Compliance. If the City Council makes a finding that Facebook has not complied in good faith with the terms and conditions of this Agreement, the City shall provide written notice to Facebook describing (a) such failure and that such failure constitutes a Default, (b) the actions, if any, required

by Facebook to cure such Default, and (c) the time period within which such Default must be cured. If the Default can be cured, Facebook shall have a minimum of 30 days after the date of such notice to cure such Default, or in the event that such Default cannot be cured within such 30 day period, if Facebook shall commence within such 30 day time period the actions necessary to cure such Default and shall be diligently proceeding to complete such actions necessary to cure such Default, Facebook shall have such additional time period as may be required by Facebook within which to cure such Default.

24.3. Failure to Cure Default. If Facebook fails to cure a Default within the time periods set forth above, the City Council may amend or terminate this Agreement as provided below.

24.4. Proceeding Upon Amendment or Termination. If, upon a finding under Section 24.2 of this Agreement and the expiration of the cure period specified in such Section 24.2, the City determines to proceed with amendment or termination of this Agreement, the City shall give written notice to Facebook of its intention so to do. The notice shall be given at least 30 days before the scheduled hearing and shall contain:

24.4.1. The time and place of the hearing;

24.4.2. A statement that the City proposes to terminate or to amend this Agreement; and

24.4.3. Such other information as is reasonably necessary to inform Facebook of the nature of the proceeding.

24.5. Hearings on Amendment or Termination. At the time and place set for the hearing on amendment or termination, Facebook shall be given an opportunity to be heard, and Facebook 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 Facebook has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement or, with Facebook'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.

24.6. Effect on Transferees. If Facebook has transferred a partial interest in the Property to another party so that title to the Property is held by Facebook 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 taken as to all parties with a partial interest in the Property and the entirety of the Property.

24.7. Intentionally deleted.

24.8. Intentionally deleted.

25. Permitted Delays; Subsequent Laws.

25.1. Extension of Times of Performance. In addition to any specific provisions of this Agreement, 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 Parties more than 30 days after the commencement of the cause of the delay, the period shall commence to run as of only 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 Facebook. Litigation attacking the validity of the EIR, the Project Approvals and/or the Project shall also be deemed to create an excusable delay under this Section 25.1, 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. In no event shall the term of this Agreement be extended by any such delay without the mutual written agreement of the City and Facebook.

25.2. 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 Facebook's reasonable business judgment, then Facebook shall have the right to terminate this Agreement by written notice to the City. Facebook 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.

26. Termination.

26.1. City's Right to Terminate. The City shall have the right to terminate this Agreement only under the following circumstances:

26.1.1. The City Council has determined that Facebook is not in good faith compliance with the terms of this Agreement, and this Default remains uncured, all as set forth in Section 24 of this Agreement.

26.1.2. Intentionally deleted.

26.1.3. The Density Increase has been suspended for ten consecutive years.

26.2. Intentionally deleted.

26.3. Facebook's Right to Terminate. Facebook shall have the right to terminate this Agreement only under the following circumstances:

26.3.1. Facebook 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 30 days following receipt of such notice, or if the Default cannot reasonably be cured within such 30 day period, the City has not commenced to cure such

Default within 30 days following receipt of such notice and is not diligently proceeding to cure such Default.

26.3.2. Intentionally deleted.

26.3.3. Intentionally deleted.

26.3.4. The Density Increase has been suspended for ten consecutive years.

26.4. Mutual Agreement. This Agreement may be terminated upon the mutual written agreement of the Parties.

26.5. Effect of Termination. If this Agreement is terminated pursuant to this Section 26, such termination shall not affect (a) any condition or obligation due to the City from Facebook and arising prior to the date of termination and/or (b) the Project Approvals, including, but not limited to, the Amended and Restated Conditional Development Permit, but Facebook's right to have the Property subject to the Density Increase will terminate.

26.6. Recordation of Termination. In the event of a termination, the City and Facebook 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 30 days following the effective date of such termination.

27. Remedies. Any Party may, in addition to any other rights or remedies provided for in this Agreement or otherwise available at law or equity, institute a legal action to cure, correct or remedy any Default by the other Party; enforce any covenant or agreement of a Party under this Agreement; enjoin any threatened or attempted violation of this Agreement; or enforce by specific performance the obligations and rights of the Parties under this Agreement.

28. Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another 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. All of the remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

29. 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 29 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.

30. Limitations on Actions. The City and Facebook 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.

31. Effect of Court Action. 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 Facebook is a party to or real party in interest in such action or proceeding, then (a) Facebook shall have the right to terminate this Agreement upon 30 days' notice in writing to City, given at any time during the pendency of such action or proceeding, or within 90 days after the final determination therein (including any appeals), irrespective of the nature of such final determination, and (b) any such action or proceeding shall constitute a permitted delay under Section 25.1 of this Agreement. Facebook 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 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. The defense and indemnity provisions of this Section 31 shall survive Facebook's election to terminate this Agreement. Notwithstanding anything to the contrary herein, Facebook shall retain the right to terminate this Agreement pursuant to this Section 31 even after (a) it has vacated the Property and (b) its other rights and obligations under this Agreement have terminated.

32. Estoppel Certificate. Any Party may, at any time, and from time to time, deliver written notice to the other Parties requesting such Parties certify in writing that, to the knowledge of the certifying Parties, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, (c) 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) 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 30 days following the receipt thereof. The City Manager shall have the right to execute any certificate requested by Facebook hereunder. The City acknowledges that a certificate may be relied upon by transferees and Mortgagees or Facebook.

33. Mortgagee Protection; Certain Rights of Cure.

33.1. 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 33.2 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.

33.2. Mortgagee Not Obligated. Notwithstanding the provisions of Section 33.1 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 Facebook under this Agreement, and (b) be liable for any Default of Facebook 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 additional manner permitted by this Agreement and the Project Approvals (i.e. the Density Increase) unless it complies with the terms and provisions of this Agreement applicable to Facebook.

33.3. Notice of Default to Mortgagee; Right to Mortgagee to Cure. If the City receives notice from a Mortgagee requesting a copy of any notice of Default given Facebook hereunder and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Facebook, any notice of a Default or determination of noncompliance given to Facebook. Each Mortgagee shall have the right (but not the obligation) for a period of 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 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 such 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 such 90 day period, and thereafter diligently pursues such cure to completion.

34. Assignment, Transfer, Financing.

34.1. Facebook's Right to Assign. Subject to the terms of this Agreement, Facebook shall have the right to transfer, sell and/or assign Facebook's rights and obligations under this Agreement in conjunction with the transfer, sale or assignment of all or any portion of the Property. If the transferred property consists of a less than the entire Property, or less than Facebook's entire title to or interest in the Property, Facebook shall have the right to transfer, sell and/or assign to the transferee only those of Facebook'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 Facebook 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.

34.2. Financing. Notwithstanding Section 34.1 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 Facebook 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 Facebook under this Agreement.

34.3. Release Upon Transfer of Property.

34.3.1. Except as otherwise provided in Section 34.3.2 below, upon Facebook's sale, transfer and/or assignment of Facebook's rights and obligations under this Agreement in accordance with this Section 34, Facebook shall be released from its obligations pursuant to this Agreement with respect to the transferred property which arise or accrue subsequent to the effective date of the transfer, sale and/or assignment. If a Default under this Agreement shall occur with respect to Facebook, such Default shall not constitute a Default with respect to the owner of any transferred property, and shall not entitle the City to terminate or amend this Agreement as to the transferred property; and if a Default under this Agreement shall occur with respect to the owner of a transferred property, such Default shall not constitute a Default with respect to Facebook or with respect to the portion of the Property owned by Facebook, and shall not entitle the City to terminate or amend this Agreement as to the portion of the Property owned by Facebook.

34.3.2. Notwithstanding the provisions of Section 34.3.1 above, if a Transferred Property consists of less than the entire Property, or less than original Facebook's entire title to or interest in the Property, and if Facebook allocates a portion of its rights and obligations under this Agreement to the transferred property, Facebook shall not be released from its obligations pursuant to this Agreement with respect to the transferred property which arise or accrue

subsequent to the effective date of the transfer, sale and/or assignment unless the City agrees to such release.

34.3.3. Facebook shall have the right to propose to the City alternative or substitute security for any of Facebook's monetary obligations under this Agreement, including Facebook's obligations to make the Annual Payment pursuant to Section 8 of this Agreement. Such alternative or substitute security may consist of, without limitation, a letter of credit, a cash deposit and/or real property or personal property collateral acceptable to City in its sole discretion. If the City accepts any such alternative or substitute security, the monetary obligations of Facebook for which such alternative or substitute security shall have been provided shall no longer constitute a covenant running with the land or otherwise be binding upon any owner of any portion of the Property, and shall instead be the personal obligation of Facebook but with the City's recourse with respect to such monetary obligation limited to the alternative or substitute security. Facebook shall pay for all City costs of considering Facebook's request for City's acceptance of such alternative or substitute security, including but not limited to cost of consultants retained to consider and advise the City Manager or City Council on such request.

35. 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.

36. Amendment.

36.1. 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.

36.2. Recordation. Any amendment, termination or cancellation of this Agreement shall be recorded by the City Clerk not later than 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.

37. 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 Attorney
City of Menlo Park
1100 Alma Street, Suite 210
Menlo Park, CA 94025

Facebook: Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025
Attention: Director of Facilities

With a copy to: Facebook, Inc.
1601 Willow Road
Menlo Park, CA 94025
Attention: Real Estate Counsel

A Party may change its mailing address at any time by giving to the other Parties 10 days' notice of such change in the manner provided for in this Section 37. 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.

38. Miscellaneous.

38.1. 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 Facebook, the affairs of the City, or otherwise, nor shall it cause them to be considered joint venturers or members of any joint enterprise.

38.2. 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.

38.3. 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.

38.4. Not A Public Dedication. Nothing herein contained shall be deemed to be a gift or dedication of the Property, or of the Project, or portion thereof, to the general public, for the general public, or for any public use or purpose whatsoever. Facebook shall have the right to prevent or prohibit the use of the Property or the Project, or any portion thereof, including common areas and buildings and improvements located thereon, by any person for any purposes inimical to the operation of a private, integrated Project as contemplated by this Agreement, except as dedications may otherwise be specifically provided in the Project Approvals.

38.5. 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 38.5 is subject to the terms of Section 25.2.

38.6. Exhibits. The Exhibits referred to herein are deemed incorporated into this Agreement in their entirety.

38.7. Entire Agreement. This written Agreement contains all the representations and the entire agreement between 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.

38.8. 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 Article, Section, Subsection and the Table of Contents 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 company or other legal entities.

38.9. 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.

38.10. 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.

38.11. Construction. This Agreement has been reviewed and revised by legal counsel for Facebook 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.

38.12. 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.

39. 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: _____
Mayor

Attest:

_____
City Clerk

"Facebook"

FACEBOOK, INC., a Delaware corporation

Approved as to Form:
_____

_____

_____

By: _____
City Attorney

By:

Name:

Title:

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)ss:
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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature
My Commission expires: _____

STATE OF CALIFORNIA)
)ss:
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 whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

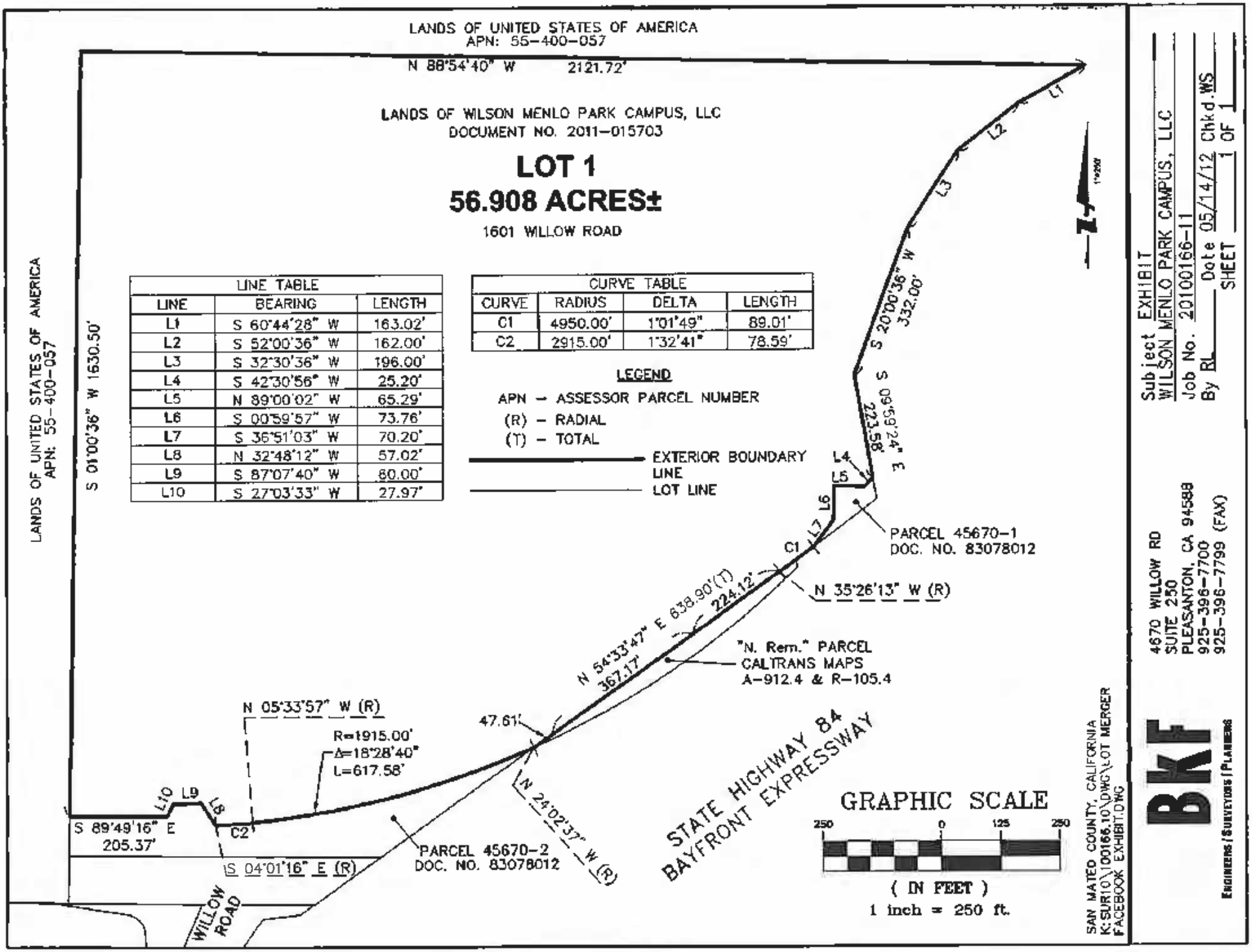
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature
My Commission expires: _____

EXHIBIT A

SITE PLAN OF PROPERTY



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 60°44'28" W	163.02'
L2	S 52°00'36" W	162.00'
L3	S 32°30'36" W	196.00'
L4	S 42°30'56" W	25.20'
L5	N 89°00'02" W	65.29'
L6	S 00°59'57" W	73.76'
L7	S 36°51'03" W	70.20'
L8	N 32°48'12" W	57.02'
L9	S 87°07'40" W	80.00'
L10	S 27°03'33" W	27.97'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	4950.00'	1°01'49"	89.01'
C2	2915.00'	1°32'41"	78.59'

LEGEND

APN – ASSESSOR PARCEL NUMBER
(R) – RADIAL
(T) – TOTAL

EXTERIOR BOUNDARY LINE
LOT LINE

Subject EXHIBIT
WILSON MENLO PARK CAMPUS, LLC
Job No. 20100166-11
By RL Date 05/14/12 Chkd.WS
SHEET 1 OF 1

BKF
ENGINEERS / SURVEYORS / PLANNERS
4670 WILLOW RD
SUITE 250
PLEASANTON, CA 94588
925-396-7700
925-396-7799 (FAX)

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

BKF
ENGINEERS · SURVEYORS · PLANNERS

EXHIBIT B

August 26, 2010
BKF No. 20100166-11

Legal Description

1601 Willow Road, Menlo Park, California 94025
Formerly known as 10, 15, 16 & 18 Network Circle, Menlo Park, California 94025

Real property situate in the City of Menlo Park, County of San Mateo, State of California, described as follows:

Lot 1 being all of Parcels 1, 2, 3 and 4 as shown on "PARCEL MAP – LANDS OF BNP LEASING CORPORATION", filed for record on February 16, 1994 in Book 67 of Parcel Maps at Page 36, San Mateo County Records and Corrected by that certain Certificate of Correction recorded on October 12, 1994, as Document No. 94-158967 Official Records San Mateo County, more particularly described as follows:

Beginning at the northwest corner of said Parcel 2;

Thence along the northerly line of said Parcel 2 and Parcel 4, South 88°54'40" East, 2121.72 feet to the southeasterly line of said Parcel 4;

Thence leaving said northerly line and along said southeasterly line of Parcel 4 and continuing along the southeasterly line of said Parcel 3 and the southwesterly and southerly line of said Parcel 1, the following seventeen (17) courses:

1. South 60°44'28" West, 163.02 feet;
2. South 52°00'36" West, 162.00 feet;
3. South 32°30'36" West, 196.00 feet;
4. South 20°00'36" West, 332.00 feet;
5. South 09°59'24" East, 223.58 feet;
6. South 42°30'56" West, 25.20 feet;
7. North 89°00'02" West, 65.29 feet;
8. South 00°59'57" West, 73.76 feet;
9. South 36°51'03" West, 70.20 feet to the beginning of a non-tangent curve concave to the northeast having a radius of 4,950.00 feet from which a radial line bears North 36°28'02" West;
10. Along said curve, through a central angle of 01°01'49", for an arc length of 89.01 feet;
11. South 54°33'47" West, 638.90 feet to the beginning of a non tangent curve concave to the northwest, having a radius of 1,915.00 feet, from which a radial line bears North 24°02'37" West;
12. Along said curve, through a central angle of 18°28'40", for an arc length of 617.58 feet to the beginning of a compound curve having a radius of 2,915.00 feet;
13. Along said curve, through a central angle of 01°32'41", for an arc length of 78.59 feet;
14. North 32°48'12" West, 57.02 feet;

15. South 87°07'40" West, 60.00 feet;
16. South 27°03'33" West, 27.97 feet;
17. North 89°49'16" West, 205.37 feet to the westerly line of said Parcel 1;

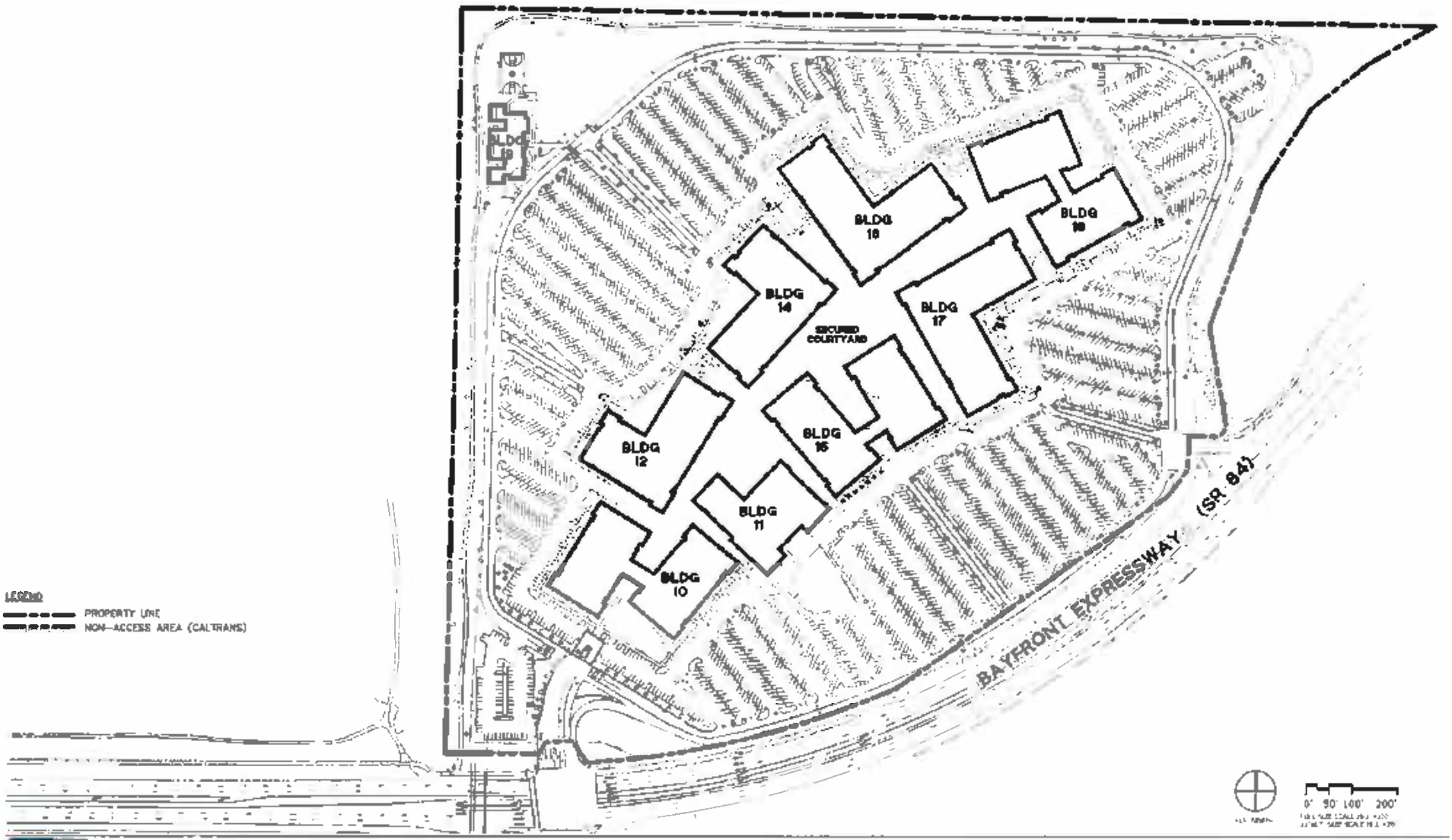
Thence leaving said southeasterly and southerly lines, along said westerly line of said Parcel 1 and continuing along the westerly line of said Parcel 2, North 01°00'36" East, 1630.50 feet to the **Point of Beginning.**

Containing an area of 2,478,907 square feet, or 56.908 acres more or less.

Being all of Assessor's Parcel Number's 055-411-110, 055-411-120, 055-411-130 and 055-411-140.

EXHIBIT C

SITE PLAN



FACEBOOK @ MENLO PARK
EAST CAMPUS

1601 WILLOW ROAD, MENLO PARK, CA

Gensler
McKenna Long & Aldridge
FEHR & PEERS
CMG
BKF
KEMA

EA.1: EXISTING SITE PLAN

May 16, 2012

EXHIBIT D

MEMORANDUM OF AGREEMENT

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF EAST PALO AND FACEBOOK, INC. REGARDING THE MENLO PARK FACEBOOK CAMPUS PROJECT

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is entered into as of this 24th day of May, 2012 (the "Effective Date"), by and between the CITY OF EAST PALO ALTO, a general law city of the State of California ("EPA"), and FACEBOOK, INC., a Delaware corporation ("Facebook").

RECITALS

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Facebook has proposed a two-phase project for the location of its corporate headquarters in Menlo Park (both phases, collectively, the "Project"). The first phase of the project relates to the approximately 56.9-acre parcel of real property commonly known as 1601 Willow Road, Menlo Park, California (the "East Campus"). The second phase relates to the re-development of the approximately 22-acre site located across Bayfront Expressway from the East Campus at 312 and 313 Constitution Drive, Menlo Park, California (the "West Campus").

B. For the East Campus, the Project includes (among other things) a modification of the existing conditional development permit that governs the East Campus so that the East Campus may be occupied in accordance with the existing 3,600 employee cap or a new vehicle trip cap that would include a maximum of 2,600 trips during the AM and PM peak periods and 15,000 trips on a daily basis. For the West Campus, the Project includes the demolition of the existing buildings located at the West Campus and development of 440,000 square feet of new office buildings and amenity structures.

C. To enable implementation of the Project, the City of Menlo Park ("MP") will consider various legislative and administrative actions, including, without limitation, enabling ordinances for development agreements, a resolution adopting an amended and restated conditional development permit, a resolution adopting a conditional development permit, a resolution certifying the Environmental Impact Report for the Project (the "Project EIR"), resolutions adopting heritage tree removal permits, resolutions adopting findings under the California Environmental Quality Act ("CEQA") and resolutions adopting statements of overriding considerations. The preceding legislative and administrative actions together with any other approvals and permits that are necessary or desirable to enable implementation of the Project are, collectively, referred to as the "Project Approvals".

D. EPA submitted a letter dated January 30, 2012, to MP commenting on the draft of the Project EIR and raising concerns and objections (the "EPA Comment Letter"). EPA and Facebook now desire to resolve EPA's concerns and objections regarding the Project including, without limitation, the Project EIR. To that end, Facebook has proposed payment to EPA of funds to be used for traffic improvements, bicycle and pedestrian improvements and air quality improvements and provision of the other public benefits described herein. In exchange, EPA has agreed to not file an action or proceeding challenging the Project or any of the Project Approvals as described herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Facebook will perform the terms set forth in Exhibit A (the "Terms and Implementation") and will request that the 1601 Willow Road Development Agreement with MP (the "DA") be drafted so that the Terms and Implementation and Facebook's obligation to perform the Terms and Implementation are incorporated into the DA. EPA agrees to accept the benefits provided by Facebook under the Terms and Implementation subject to the terms thereof.

2. Facebook will not be obligated to perform any of the Terms and Implementation until the Menlo Park City Council certifies and approves the Project Approvals attached to the City of Menlo Park Staff Report dated April 27, 2012 (or substantially similar Project Approvals acceptable to Facebook) (collectively, the "June Approvals"), the DA has been executed by all parties and all challenges to the June Approvals, the DA and the portions of the Project described in the June Approvals and/or the DA have been resolved. If no litigation or referendum is commenced challenging (a) the Menlo Park City Council's certification and/or approval of the June Approvals, (b) the DA, and/or (c) the portions of the Project described in the June Approvals and/or the DA, then Facebook's obligation will vest 90 days after the last of the June Approvals has been approved, notwithstanding any tolling agreement extending any statute of limitations, even if executed by Facebook. If litigation and/or a referendum is commenced within such 90-day period challenging (i) the Menlo Park City Council's certification and approval of the June Approvals, (ii) the DA, and/or (iii) the portions of the Project described in the June Approvals and/or the DA, then Facebook's obligation will vest on the date of final, non-appealable resolution of all litigation and resolution of the referendum in a manner that is reasonably acceptable to Facebook (as applicable). Any resolution of litigation or avoidance of a referendum involving an agreement executed by Facebook shall constitute final resolution in a manner reasonably acceptable to Facebook for purposes of this Section 2. The conditions described in this Section 2 shall, collectively, be referred to as the "Conditions Precedent". If Facebook withdraws the Project due to challenges to the June Approvals, the DA and/or the portions of the Project described in the June Approvals and/or the DA, then this Agreement will terminate and neither Party shall have any further obligations hereunder.

3. Unless this Agreement is terminated pursuant to Section 2, EPA shall refrain from filing any complaint, petition for writ of mandate or other judicial or administrative action or proceeding to object to or otherwise challenge the Project or the Project Approvals and will not join any other party's efforts which are intended to undermine or interfere with the Project's ability to proceed pursuant to the Project Approvals. Moreover, EPA will not join in or encourage such a challenge by any other agency, entity or individual.

4. Each of the parties to this Agreement may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including, but not limited to, temporary or permanent injunctive relief or restraining orders.

5. This Agreement contains the entire understanding and agreement of the parties. There are no oral or written representations, understandings, undertakings or agreements that are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. No evidence of any such representations, understandings or agreements shall be admissible in any proceeding of any kind or nature relating to the terms or conditions of this Agreement or its interpretation or breach.

6. This Agreement is made and entered into for the sole protection and benefit of the signatory parties. No other persons shall have any right of action based upon any provision of this Agreement except for the parties' respective successors and assigns.

7. Each Party hereby represents and warrants to the other that the person executing this Agreement on its behalf has the authority to bind that party. For convenience, the parties may execute this Agreement on separate signature pages, which, when attached hereto, shall constitute one complete agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of

California, without giving effect to conflict of law or choice of law provisions under California law or any other jurisdiction.

9. The parties agree that this Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and may only be amended or modified by an instrument in writing executed by all parties.

10. Each party agrees that it will bear its own costs and expenses (including attorneys' fees and costs) incurred in connection with this Agreement.

11. Any notice, demand, request or other communication required or permitted to be given under this Agreement, (a) shall be made in writing, (b) shall be delivered by one of the following methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (c) shall be addressed to a party as provided in this Section or such other address as such party may request by notice given in accordance with the terms of this Section.

Notice to EPA shall be provided as follows:

City of East Palo Alto
East Palo Alto City Hall
2nd Floor - 2415 University Ave
East Palo Alto, CA 94303
Attention: City Manager

Notice to Facebook shall be provided as follows:

Facebook, Inc.
1601 Willow Road
Menlo Park, California 94025
Attention: Director of Facilities

With a copy to:

Facebook, Inc.
1601 Willow Road
Menlo Park, California 94025
Attention: Real Estate Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

EPA:

CITY OF EAST PALO ALTO,
a general law city of the state of California

By: _____
Name: Ronald L. Davis
Title: City Manager

Approved as to Form

By: _____
Name: Kathleen Kane
Title: City Attorney

FACEBOOK:

FACEBOOK, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

EPA:

CITY OF EAST PALO ALTO,
a general law city of the state of California

By:_____
Name: Ronald L. Davis
Title: Interim City Manager

Approved as to Form

By:_____
Name: Kathleen Kane
Title: City Attorney

FACEBOOK:

FACEBOOK, INC.,
a Delaware corporation

By: DJE
Name: David Ebersman
Title: CFO

facebook.com LEGAL

EXHIBIT A

THE TERMS AND IMPLEMENTATION

1. Traffic Improvements

a) Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $500,000 to EPA to fund additional traffic improvements. The allocation of such funds and the specific traffic improvements funded shall be determined by the EPA City Council.

b) Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $150,000 to EPA to be used by EPA to perform Bicycle/Pedestrian Improvements in EPA. Subject to the consent of the applicable regulatory agencies (e.g. Caltrans) and EPA's determination that the improvements will be beneficial to the community, these improvements may include restriping and/or crosswalk improvements to sections of the following streets: (i) Newbridge Street, (ii) University Avenue and Bay Road intersection, (iii) University Avenue and U.S. 101 bridge, (iv) Bay Road, (v) Pulgas Avenue, and (vi) Runnymede Street. If the improvements enumerated here do not require the full amount to implement or are not deemed feasible for permitting, engineering or safety reasons, EPA will undertake similar improvements for the benefit of bicycle and pedestrian safety within EPA. EPA may elect to reallocate up to $50,000 of the $150,000 payment to other traffic related improvements it deems appropriate.

c) Facebook will investigate the possibility of making crosswalk improvements to the pedestrian crossings at the U.S. 101 and Willow Road interchange, and, subject to the consent of the applicable regulatory agencies (e.g. Caltrans), will make such improvements but not be obligated to spend more than $100,000. The specific terms governing Facebook's obligation will be as set forth in the DA.

2. Air Quality Improvements

a) EPA will designate a program designed to assist asthma patients residing within the geographic boundaries of the Ravenswood Elementary District. The intent of the program will be to provide small grants to those persons to allow them to improve the air quality of their home interiors. The recipient-program will be subject to Facebook's prior approval (not to be unreasonably withheld). Facebook will contribute $75,000 to the recipient-program within 45 days of the later of (i) the satisfaction of the Conditions Precedent and (ii) Facebook's approval of the recipient-program designated by EPA.

b) Facebook will work with an organization engaged in urban tree planting to provide for the planting of street trees in EPA. Facebook agrees to contribute at least $25,000 to this effort within 5 years of the satisfaction of the Conditions Precedent.

3. Public Benefits

a) Jobs / Local Hire

- Facebook Summer Intern Program: Facebook will create a summer intern program for students residing within the geographic boundaries of the Ravenswood Elementary District. The summer intern program will commence with an initial, pilot program, and

then later, if successful, may be expanded, in Facebook's sole and absolute discretion, to include more participants and/or subject areas. Students participating in the pilot program will work in the Facebook IT Department alongside technology professionals. The summer intern program will include weekly training sessions covering topics such as the college application process, professional skills and business and interpersonal skills. The department in which the summer interns are placed, and the scope of and agenda for the program may change over time. Facebook anticipates that the summer intern program will be launched in partnership with an academic non-profit organization and that the non-profit organization will be responsible for selecting the participating students, processing work permits and managing other related administrative matters. The program will include the following elements: (a) the program will be open to at least 10 students per session, (b) all students must be in or entering their Junior year in high school (unless otherwise determined by Facebook in its reasonable discretion), and (c) the program will run for at least four weeks. Facebook will endeavor to launch the pilot program in June 2012, and in no case will the pilot program launch later than summer 2013. Facebook may also elect (in its sole and absolute discretion) to expand the program to include an after-school session during the school year in addition to the annual summer program.

- Facebook will work with a local training program to expand training services for residents of EPA and MP. Facebook will also create an ongoing quarterly series of career development workshops to commence within one year of the satisfaction of the Conditions Precedent. The workshops will focus on topics such as resume writing, interviewing skills and how to find a job via social media, including Facebook. These workshops will take place in local community centers and/or other neighborhood sites. In addition, within one year of the satisfaction of the Conditions Precedent, Facebook will host a session, promoted in EPA and the Belle Haven neighborhood, on how to become a Facebook employee, including how to apply through www.facebook.com/careers. Because people who work at Facebook are comprised of both employees and contractors, to encourage contractors to hire residents of EPA and residents of MP, Facebook will require future vendors to use reasonable efforts to notify residents of EPA and MP when they are hiring new people to work at the East Campus in the facilities, culinary and construction trades. Reasonable efforts shall include, but not be limited to, using the existing EPA first source hiring jobs hotline/posting capabilities and any equivalent program later developed by MP. Vendors with existing contracts will be encouraged to use reasonable efforts to promote local hiring as openings become available. Facebook will also encourage campus vendors to host sessions on how to become an employee of their organization.

b) Volunteerism

- Facebook will actively promote local volunteer opportunities in EPA and MP to all its employees. Such promotion shall include the creation of an internal Facebook page for the posting of volunteer opportunities and the sharing of relevant volunteer opportunities with applicable employee resource groups (e.g., black@fb, somos@fb, aapi@fb, gay@fb, etc.). Facebook will host a "Local Community Organization Fair" on the East Campus. This fair will launch in Summer 2012 and take place annually.

c) Community Fund

- Within one year of the satisfaction of the Conditions Precedent, Facebook shall create a Local Community Fund ("LCF") in partnership with a non-profit partner to manage and administer the LCF and Facebook shall contribute $500,000 to the LCF. The purpose of the LCF will be to provide support for local community needs. A five-member Board of Advisors will be created to advise about criteria for eligibility and distribution of funding. The Board of Advisors will endeavor to spread the LCF's benefits equally between EPA and MP. EPA's City Manager and MP's City Manager each will name one Advisory Board member to serve a two-year term. Facebook will name two Advisory Board members to each serve a two-year term, and a Facebook representative appointed by Facebook will serve on a continuing basis. Advisory Board members may serve more than one term (if re-appointed by EPA's City Manager, MP's City Manager or Facebook, as applicable). If after the LCF's funding has been exhausted Facebook determines that the LCF is a success, is operating smoothly and is making a positive impact on the community, Facebook will consider making an additional contribution to LCF (however, the decision of whether to make an additional contribution will be in Facebook's sole and absolute discretion).

d) Housing

- Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $150,000 to EPA to be used by EPA to fund a land use planning process undertaken by EPA and intended to help preserve affordable housing in EPA.

- Facebook will explore opportunities to invest in low income tax credits for affordable housing projects in EPA and MP, including partnering with a local non-profit housing developer(s) or contributing funds toward the creation of low, very-low or extremely-low income housing. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

- Facebook will contact a local real estate developer or local real estate developers interested in building housing projects in MP. Facebook in concert with the real estate developer(s) will explore ways to support housing projects, including, but not limited to investing capital, committing to leasing units or offering marketing opportunities to Facebook employees. The decision of whether to provide any support will be in Facebook's sole and absolute discretion.

e) Bay Trail Gap

- Facebook will work with Bay Trail stakeholders, including, but not limited to, Midpeninsula Regional Open Space District, Association of Bay Area Governments (ABAG), EPA and the City and County of San Francisco and appropriate members of the business community to close the Bay Trail Gap, commonly known as Gap No. 2092, which terminates at the railroad right-of-way on University Avenue. Facebook will also evaluate making a future financial contribution to the effort to close the Bay Trail Gap. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

4. Term: All commitments and obligations described in this Exhibit shall terminate on the earlier of Facebook vacating the East Campus and February 6, 2026.

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF EAST PALO AND FACEBOOK, INC. REGARDING THE MENLO PARK FACEBOOK CAMPUS PROJECT

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is entered into as of this 24th day of May, 2012 (the "Effective Date"), by and between the CITY OF EAST PALO ALTO, a general law city of the State of California ("EPA"), and FACEBOOK, INC., a Delaware corporation ("Facebook").

RECITALS

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Facebook has proposed a two-phase project for the location of its corporate headquarters in Menlo Park (both phases, collectively, the "Project"). The first phase of the project relates to the approximately 56.9-acre parcel of real property commonly known as 1601 Willow Road, Menlo Park, California (the "East Campus"). The second phase relates to the re-development of the approximately 22-acre site located across Bayfront Expressway from the East Campus at 312 and 313 Constitution Drive, Menlo Park, California (the "West Campus").

B. For the East Campus, the Project includes (among other things) a modification of the existing conditional development permit that governs the East Campus so that the East Campus may be occupied in accordance with the existing 3,600 employee cap or a new vehicle trip cap that would include a maximum of 2,600 trips during the AM and PM peak periods and 15,000 trips on a daily basis. For the West Campus, the Project includes the demolition of the existing buildings located at the West Campus and development of 440,000 square feet of new office buildings and amenity structures.

C. To enable implementation of the Project, the City of Menlo Park ("MP") will consider various legislative and administrative actions, including, without limitation, enabling ordinances for development agreements, a resolution adopting an amended and restated conditional development permit, a resolution adopting a conditional development permit, a resolution certifying the Environmental Impact Report for the Project (the "Project EIR"), resolutions adopting heritage tree removal permits, resolutions adopting findings under the California Environmental Quality Act ("CEQA") and resolutions adopting statements of overriding considerations. The preceding legislative and administrative actions together with any other approvals and permits that are necessary or desirable to enable implementation of the Project are, collectively, referred to as the "Project Approvals".

D. EPA submitted a letter dated January 30, 2012, to MP commenting on the draft of the Project EIR and raising concerns and objections (the "EPA Comment Letter"). EPA and Facebook now desire to resolve EPA's concerns and objections regarding the Project including, without limitation, the Project EIR. To that end, Facebook has proposed payment to EPA of funds to be used for traffic improvements, bicycle and pedestrian improvements and air quality improvements and provision of the other public benefits described herein. In exchange, EPA has agreed to not file an action or proceeding challenging the Project or any of the Project Approvals as described herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Facebook will perform the terms set forth in Exhibit A (the "Terms and Implementation") and will request that the 1601 Willow Road Development Agreement with MP (the "DA") be drafted so that the Terms and Implementation and Facebook's obligation to perform the Terms and Implementation are incorporated into the DA. EPA agrees to accept the benefits provided by Facebook under the Terms and Implementation subject to the terms thereof.

2. Facebook will not be obligated to perform any of the Terms and Implementation until the Menlo Park City Council certifies and approves the Project Approvals attached to the City of Menlo Park Staff Report dated April 27, 2012 (or substantially similar Project Approvals acceptable to Facebook) (collectively, the "June Approvals"), the DA has been executed by all parties and all challenges to the June Approvals, the DA and the portions of the Project described in the June Approvals and/or the DA have been resolved. If no litigation or referendum is commenced challenging (a) the Menlo Park City Council's certification and/or approval of the June Approvals, (b) the DA, and/or (c) the portions of the Project described in the June Approvals and/or the DA, then Facebook's obligation will vest 90 days after the last of the June Approvals has been approved, notwithstanding any tolling agreement extending any statute of limitations, even if executed by Facebook. If litigation and/or a referendum is commenced within such 90-day period challenging (i) the Menlo Park City Council's certification and approval of the June Approvals, (ii) the DA, and/or (iii) the portions of the Project described in the June Approvals and/or the DA, then Facebook's obligation will vest on the date of final, non-appealable resolution of all litigation and resolution of the referendum in a manner that is reasonably acceptable to Facebook (as applicable). Any resolution of litigation or avoidance of a referendum involving an agreement executed by Facebook shall constitute final resolution in a manner reasonably acceptable to Facebook for purposes of this Section 2. The conditions described in this Section 2 shall, collectively, be referred to as the "Conditions Precedent". If Facebook withdraws the Project due to challenges to the June Approvals, the DA and/or the portions of the Project described in the June Approvals and/or the DA, then this Agreement will terminate and neither Party shall have any further obligations hereunder.

3. Unless this Agreement is terminated pursuant to Section 2, EPA shall refrain from filing any complaint, petition for writ of mandate or other judicial or administrative action or proceeding to object to or otherwise challenge the Project or the Project Approvals and will not join any other party's efforts which are intended to undermine or interfere with the Project's ability to proceed pursuant to the Project Approvals. Moreover, EPA will not join in or encourage such a challenge by any other agency, entity or individual.

4. Each of the parties to this Agreement may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including, but not limited to, temporary or permanent injunctive relief or restraining orders.

5. This Agreement contains the entire understanding and agreement of the parties. There are no oral or written representations, understandings, undertakings or agreements that are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. No evidence of any such representations, understandings or agreements shall be admissible in any proceeding of any kind or nature relating to the terms or conditions of this Agreement or its interpretation or breach.

6. This Agreement is made and entered into for the sole protection and benefit of the signatory parties. No other persons shall have any right of action based upon any provision of this Agreement except for the parties' respective successors and assigns.

7. Each Party hereby represents and warrants to the other that the person executing this Agreement on its behalf has the authority to bind that party. For convenience, the parties may execute this Agreement on separate signature pages, which, when attached hereto, shall constitute one complete agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of

California, without giving effect to conflict of law or choice of law provisions under California law or any other jurisdiction.

9. The parties agree that this Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and may only be amended or modified by an instrument in writing executed by all parties.

10. Each party agrees that it will bear its own costs and expenses (including attorneys' fees and costs) incurred in connection with this Agreement.

11. Any notice, demand, request or other communication required or permitted to be given under this Agreement, (a) shall be made in writing, (b) shall be delivered by one of the following methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (c) shall be addressed to a party as provided in this Section or such other address as such party may request by notice given in accordance with the terms of this Section.

Notice to EPA shall be provided as follows:

City of East Palo Alto
East Palo Alto City Hall
2nd Floor - 2415 University Ave
East Palo Alto, CA 94303
Attention: City Manager

Notice to Facebook shall be provided as follows:

Facebook, Inc.
1601 Willow Road
Menlo Park, California 94025
Attention: Director of Facilities

With a copy to:

Facebook, Inc.
1601 Willow Road
Menlo Park, California 94025
Attention: Real Estate Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

EPA:

CITY OF EAST PALO ALTO,
a general law city of the state of California

By: _____
Name: Ronald L. Davis
Title: City Manager

Approved as to Form

By: _____
Name: Kathleen Kane
Title: City Attorney

FACEBOOK:

FACEBOOK, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

THE TERMS AND IMPLEMENTATION

1. Traffic Improvements

a) Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $500,000 to EPA to fund additional traffic improvements. The allocation of such funds and the specific traffic improvements funded shall be determined by the EPA City Council.

b) Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $150,000 to EPA to be used by EPA to perform Bicycle/Pedestrian Improvements in EPA. Subject to the consent of the applicable regulatory agencies (e.g. Caltrans) and EPA's determination that the improvements will be beneficial to the community, these improvements may include restriping and/or crosswalk improvements to sections of the following streets: (i) Newbridge Street, (ii) University Avenue and Bay Road intersection, (iii) University Avenue and U.S. 101 bridge, (iv) Bay Road, (v) Pulgas Avenue, and (vi) Runnymede Street. If the improvements enumerated here do not require the full amount to implement or are not deemed feasible for permitting, engineering or safety reasons, EPA will undertake similar improvements for the benefit of bicycle and pedestrian safety within EPA. EPA may elect to reallocate up to $50,000 of the $150,000 payment to other traffic related improvements it deems appropriate.

c) Facebook will investigate the possibility of making crosswalk improvements to the pedestrian crossings at the U.S. 101 and Willow Road interchange, and, subject to the consent of the applicable regulatory agencies (e.g. Caltrans), will make such improvements but not be obligated to spend more than $100,000. The specific terms governing Facebook's obligation will be as set forth in the DA.

2. Air Quality Improvements

a) EPA will designate a program designed to assist asthma patients residing within the geographic boundaries of the Ravenswood Elementary District. The intent of the program will be to provide small grants to those persons to allow them to improve the air quality of their home interiors. The recipient-program will be subject to Facebook's prior approval (not to be unreasonably withheld). Facebook will contribute $75,000 to the recipient-program within 45 days of the later of (i) the satisfaction of the Conditions Precedent and (ii) Facebook's approval of the recipient-program designated by EPA.

b) Facebook will work with an organization engaged in urban tree planting to provide for the planting of street trees in EPA. Facebook agrees to contribute at least $25,000 to this effort within 5 years of the satisfaction of the Conditions Precedent.

3. Public Benefits

a) Jobs / Local Hire

- Facebook Summer Intern Program: Facebook will create a summer intern program for students residing within the geographic boundaries of the Ravenswood Elementary District. The summer intern program will commence with an initial, pilot program, and

then later, if successful, may be expanded, in Facebook's sole and absolute discretion, to include more participants and/or subject areas. Students participating in the pilot program will work in the Facebook IT Department alongside technology professionals. The summer intern program will include weekly training sessions covering topics such as the college application process, professional skills and business and interpersonal skills. The department in which the summer interns are placed, and the scope of and agenda for the program may change over time. Facebook anticipates that the summer intern program will be launched in partnership with an academic non-profit organization and that the non-profit organization will be responsible for selecting the participating students, processing work permits and managing other related administrative matters. The program will include the following elements: (a) the program will be open to at least 10 students per session, (b) all students must be in or entering their Junior year in high school (unless otherwise determined by Facebook in its reasonable discretion), and (c) the program will run for at least four weeks. Facebook will endeavor to launch the pilot program in June 2012, and in no case will the pilot program launch later than summer 2013. Facebook may also elect (in its sole and absolute discretion) to expand the program to include an after-school session during the school year in addition to the annual summer program.

- Facebook will work with a local training program to expand training services for residents of EPA and MP. Facebook will also create an ongoing quarterly series of career development workshops to commence within one year of the satisfaction of the Conditions Precedent. The workshops will focus on topics such as resume writing, interviewing skills and how to find a job via social media, including Facebook. These workshops will take place in local community centers and/or other neighborhood sites. In addition, within one year of the satisfaction of the Conditions Precedent, Facebook will host a session, promoted in EPA and the Belle Haven neighborhood, on how to become a Facebook employee, including how to apply through www.facebook.com/careers. Because people who work at Facebook are comprised of both employees and contractors, to encourage contractors to hire residents of EPA and residents of MP, Facebook will require future vendors to use reasonable efforts to notify residents of EPA and MP when they are hiring new people to work at the East Campus in the facilities, culinary and construction trades. Reasonable efforts shall include, but not be limited to, using the existing EPA first source hiring jobs hotline/posting capabilities and any equivalent program later developed by MP. Vendors with existing contracts will be encouraged to use reasonable efforts to promote local hiring as openings become available. Facebook will also encourage campus vendors to host sessions on how to become an employee of their organization.

b) Volunteerism

- Facebook will actively promote local volunteer opportunities in EPA and MP to all its employees. Such promotion shall include the creation of an internal Facebook page for the posting of volunteer opportunities and the sharing of relevant volunteer opportunities with applicable employee resource groups (e.g., black@fb, somos@fb, aapi@fb, gay@fb, etc.). Facebook will host a "Local Community Organization Fair" on the East Campus. This fair will launch in Summer 2012 and take place annually.

c) Community Fund

- Within one year of the satisfaction of the Conditions Precedent, Facebook shall create a Local Community Fund ("LCF") in partnership with a non-profit partner to manage and administer the LCF and Facebook shall contribute $500,000 to the LCF. The purpose of the LCF will be to provide support for local community needs. A five-member Board of Advisors will be created to advise about criteria for eligibility and distribution of funding. The Board of Advisors will endeavor to spread the LCF's benefits equally between EPA and MP. EPA's City Manager and MP's City Manager each will name one Advisory Board member to serve a two-year term. Facebook will name two Advisory Board members to each serve a two-year term, and a Facebook representative appointed by Facebook will serve on a continuing basis. Advisory Board members may serve more than one term (if re-appointed by EPA's City Manager, MP's City Manager or Facebook, as applicable). If after the LCF's funding has been exhausted Facebook determines that the LCF is a success, is operating smoothly and is making a positive impact on the community, Facebook will consider making an additional contribution to LCF (however, the decision of whether to make an additional contribution will be in Facebook's sole and absolute discretion).

d) Housing

- Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $150,000 to EPA to be used by EPA to fund a land use planning process undertaken by EPA and intended to help preserve affordable housing in EPA.

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- Facebook will work with Bay Trail stakeholders, including, but not limited to, Midpeninsula Regional Open Space District, Association of Bay Area Governments (ABAG), EPA and the City and County of San Francisco and appropriate members of the business community to close the Bay Trail Gap, commonly known as Gap No. 2092, which terminates at the railroad right-of-way on University Avenue. Facebook will also evaluate making a future financial contribution to the effort to close the Bay Trail Gap. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

4. Term: All commitments and obligations described in this Exhibit shall terminate on the earlier of Facebook vacating the East Campus and February 6, 2026.

Exhibit A

facebook.com
LEGAL

MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY OF EAST PALO AND FACEBOOK, INC. REGARDING THE MENLO PARK FACEBOOK CAMPUS PROJECT

THIS MEMORANDUM OF AGREEMENT (this "Agreement") is entered into as of this ___ day of May, 2012 (the "Effective Date"), by and between the CITY OF EAST PALO ALTO, a general law city of the State of California ("EPA"), and FACEBOOK, INC., a Delaware corporation ("Facebook").

RECITALS

THIS AGREEMENT is entered into on the basis of the following facts, understandings and intentions of the parties:

A. Facebook has proposed a two-phase project for the location of its corporate headquarters in Menlo Park (both phases, collectively, the "Project"). The first phase of the project relates to the approximately 56.9-acre parcel of real property commonly known as 1601 Willow Road, Menlo Park, California (the "East Campus"). The second phase relates to the re-development of the approximately 22-acre site located across Bayfront Expressway from the East Campus at 312 and 313 Constitution Drive, Menlo Park, California (the "West Campus").

B. For the East Campus, the Project includes (among other things) a modification of the existing conditional development permit that governs the East Campus so that the East Campus may be occupied in accordance with the existing 3,600 employee cap or a new vehicle trip cap that would include a maximum of 2,600 trips during the AM and PM peak periods and 15,000 trips on a daily basis. For the West Campus, the Project includes the demolition of the existing buildings located at the West Campus and development of 440,000 square feet of new office buildings and amenity structures.

C. To enable implementation of the Project, the City of Menlo Park ("MP") will consider various legislative and administrative actions, including, without limitation, enabling ordinances for development agreements, a resolution adopting an amended and restated conditional development permit, a resolution adopting a conditional development permit, a resolution certifying the Environmental Impact Report for the Project (the "Project EIR"), resolutions adopting heritage tree removal permits, resolutions adopting findings under the California Environmental Quality Act ("CEQA") and resolutions adopting statements of overriding considerations. The preceding legislative and administrative actions together with any other approvals and permits that are necessary or desirable to enable implementation of the Project are, collectively, referred to as the "Project Approvals".

D. EPA submitted a letter dated January 30, 2012, to MP commenting on the draft of the Project EIR and raising concerns and objections (the "EPA Comment Letter"). EPA and Facebook now desire to resolve EPA's concerns and objections regarding the Project including, without limitation, the Project EIR. To that end, Facebook has proposed payment to EPA of funds to be used for traffic improvements, bicycle and pedestrian improvements and air quality improvements and provision of the other public benefits described herein. In exchange, EPA has agreed to not file an action or proceeding challenging the Project or any of the Project Approvals as described herein.

NOW, THEREFORE, the parties do hereby agree as follows:

1. Facebook will perform the terms set forth in Exhibit A (the "Terms and Implementation") and will request that the 1601 Willow Road Development Agreement with MP (the "DA") be drafted so that the Terms and Implementation and Facebook's obligation to perform the Terms and Implementation are incorporated into the DA. EPA agrees to accept the benefits provided by Facebook under the Terms and Implementation subject to the terms thereof.

2. Facebook will not be obligated to perform any of the Terms and Implementation until the Menlo Park City Council certifies and approves the Project Approvals attached to the City of Menlo Park Staff Report dated April 27, 2012 (or substantially similar Project Approvals acceptable to Facebook) (collectively, the "June Approvals"), the DA has been executed by all parties and all challenges to the June Approvals, the DA and the portions of the Project described in the June Approvals and/or the DA have been resolved. If no litigation or referendum is commenced challenging (a) the Menlo Park City Council's certification and/or approval of the June Approvals, (b) the DA, and/or (c) the portions of the Project described in the June Approvals and/or the DA, then Facebook's obligation will vest 90 days after the last of the June Approvals has been approved, notwithstanding any tolling agreement extending any statute of limitations, even if executed by Facebook. If litigation and/or a referendum is commenced within such 90-day period challenging (i) the Menlo Park City Council's certification and approval of the June Approvals, (ii) the DA, and/or (iii) the portions of the Project described in the June Approvals and/or the DA, then Facebook's obligation will vest on the date of final, non-appealable resolution of all litigation and resolution of the referendum in a manner that is reasonably acceptable to Facebook (as applicable). Any resolution of litigation or avoidance of a referendum involving an agreement executed by Facebook shall constitute final resolution in a manner reasonably acceptable to Facebook for purposes of this Section 2. The conditions described in this Section 2 shall, collectively, be referred to as the "Conditions Precedent". If Facebook withdraws the Project due to challenges to the June Approvals, the DA and/or the portions of the Project described in the June Approvals and/or the DA, then this Agreement will terminate and neither Party shall have any further obligations hereunder.

3. Unless this Agreement is terminated pursuant to Section 2, EPA shall refrain from filing any complaint, petition for writ of mandate or other judicial or administrative action or proceeding to object to or otherwise challenge the Project or the Project Approvals and will not join any other party's efforts which are intended to undermine or interfere with the Project's ability to proceed pursuant to the Project Approvals. Moreover, EPA will not join in or encourage such a challenge by any other agency, entity or individual.

4. Each of the parties to this Agreement may pursue any remedy at law or equity available for the breach of any provision of this Agreement, including, but not limited to, temporary or permanent injunctive relief or restraining orders.

5. This Agreement contains the entire understanding and agreement of the parties. There are no oral or written representations, understandings, undertakings or agreements that are not contained or expressly referred to herein, and any such representations, understandings or agreements are superseded by this Agreement. No evidence of any such representations, understandings or agreements shall be admissible in any proceeding of any kind or nature relating to the terms or conditions of this Agreement or its interpretation or breach.

6. This Agreement is made and entered into for the sole protection and benefit of the signatory parties. No other persons shall have any right of action based upon any provision of this Agreement except for the parties' respective successors and assigns.

7. Each Party hereby represents and warrants to the other that the person executing this Agreement on its behalf has the authority to bind that party. For convenience, the parties may execute this Agreement on separate signature pages, which, when attached hereto, shall constitute one complete agreement.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and wholly to be performed within the State of

California, without giving effect to conflict of law or choice of law provisions under California law or any other jurisdiction.

9. The parties agree that this Agreement may not be varied in its terms by an oral agreement or representation or otherwise, and may only be amended or modified by an instrument in writing executed by all parties.

10. Each party agrees that it will bear its own costs and expenses (including attorneys' fees and costs) incurred in connection with this Agreement.

11. Any notice, demand, request or other communication required or permitted to be given under this Agreement, (a) shall be made in writing, (b) shall be delivered by one of the following methods: (i) by personal delivery (with notice deemed given when delivered personally); (ii) by overnight courier (with notice deemed given upon written verification of receipt); or (iii) by certified or registered mail, return receipt requested (with notice deemed given upon verification of receipt); and (c) shall be addressed to a party as provided in this Section or such other address as such party may request by notice given in accordance with the terms of this Section.

Notice to EPA shall be provided as follows:

City of East Palo Alto
East Palo Alto City Hall
2nd Floor - 2415 University Ave
East Palo Alto, CA 94303
Attention: City Manager

Notice to Facebook shall be provided as follows:

Facebook, Inc.
1601 Willow Road
Menlo Park, California 94025
Attention: Director of Facilities

With a copy to:

Facebook, Inc.
1601 Willow Road
Menlo Park, California 94025
Attention: Real Estate Counsel

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the day and year first above written.

EPA:

CITY OF EAST PALO ALTO,
a general law city of the state of California

By:_____
Name: Ronald L. Davis
Title: Interim City Manager

Approved as to Form

By:_____
Name: Kathleen Kane
Title: City Attorney

FACEBOOK:

FACEBOOK, INC.,
a Delaware corporation

By: DJE
Name: David Ebersman
Title: CFO

facebook.com LEGAL

facebook.com LEGAL

EXHIBIT A

THE TERMS AND IMPLEMENTATION

1. Traffic Improvements

   a) Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $500,000 to EPA to fund additional traffic improvements. The allocation of such funds and the specific traffic improvements funded shall be determined by the EPA City Council.

   b) Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $150,000 to EPA to be used by EPA to perform Bicycle/Pedestrian Improvements in EPA. Subject to the consent of the applicable regulatory agencies (e.g. Caltrans) and EPA's determination that the improvements will be beneficial to the community, these improvements may include restriping and/or crosswalk improvements to sections of the following streets: (i) Newbridge Street, (ii) University Avenue and Bay Road intersection, (iii) University Avenue and U.S. 101 bridge, (iv) Bay Road, (v) Pulgas Avenue, and (vi) Runnymede Street. If the improvements enumerated here do not require the full amount to implement or are not deemed feasible for permitting, engineering or safety reasons, EPA will undertake similar improvements for the benefit of bicycle and pedestrian safety within EPA. EPA may elect to reallocate up to $50,000 of the $150,000 payment to other traffic related improvements it deems appropriate.

   c) Facebook will investigate the possibility of making crosswalk improvements to the pedestrian crossings at the U.S. 101 and Willow Road interchange, and, subject to the consent of the applicable regulatory agencies (e.g. Caltrans), will make such improvements but not be obligated to spend more than $100,000. The specific terms governing Facebook's obligation will be as set forth in the DA.

2. Air Quality Improvements

   a) EPA will designate a program designed to assist asthma patients residing within the geographic boundaries of the Ravenswood Elementary District. The intent of the program will be to provide small grants to those persons to allow them to improve the air quality of their home interiors. The recipient-program will be subject to Facebook's prior approval (not to be unreasonably withheld). Facebook will contribute $75,000 to the recipient-program within 45 days of the later of (i) the satisfaction of the Conditions Precedent and (ii) Facebook's approval of the recipient-program designated by EPA.

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3. Public Benefits

   a) Jobs / Local Hire

      - Facebook Summer Intern Program: Facebook will create a summer intern program for students residing within the geographic boundaries of the Ravenswood Elementary District. The summer intern program will commence with an initial, pilot program, and

then later, if successful, may be expanded, in Facebook's sole and absolute discretion, to include more participants and/or subject areas. Students participating in the pilot program will work in the Facebook IT Department alongside technology professionals. The summer intern program will include weekly training sessions covering topics such as the college application process, professional skills and business and interpersonal skills. The department in which the summer interns are placed, and the scope of and agenda for the program may change over time. Facebook anticipates that the summer intern program will be launched in partnership with an academic non-profit organization and that the non-profit organization will be responsible for selecting the participating students, processing work permits and managing other related administrative matters. The program will include the following elements: (a) the program will be open to at least 10 students per session, (b) all students must be in or entering their Junior year in high school (unless otherwise determined by Facebook in its reasonable discretion), and (c) the program will run for at least four weeks. Facebook will endeavor to launch the pilot program in June 2012, and in no case will the pilot program launch later than summer 2013. Facebook may also elect (in its sole and absolute discretion) to expand the program to include an after-school session during the school year in addition to the annual summer program.

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b) Volunteerism

- Facebook will actively promote local volunteer opportunities in EPA and MP to all its employees. Such promotion shall include the creation of an internal Facebook page for the posting of volunteer opportunities and the sharing of relevant volunteer opportunities with applicable employee resource groups (e.g., black@fb, somos@fb, aapi@fb, gay@fb, etc.). Facebook will host a "Local Community Organization Fair" on the East Campus. This fair will launch in Summer 2012 and take place annually.

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- Within 45 days of the satisfaction of the Conditions Precedent, Facebook will make a one-time payment of $150,000 to EPA to be used by EPA to fund a land use planning process undertaken by EPA and intended to help preserve affordable housing in EPA.

- Facebook will explore opportunities to invest in low income tax credits for affordable housing projects in EPA and MP, including partnering with a local non-profit housing developer(s) or contributing funds toward the creation of low, very-low or extremely-low income housing. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

- Facebook will contact a local real estate developer or local real estate developers interested in building housing projects in MP. Facebook in concert with the real estate developer(s) will explore ways to support housing projects, including, but not limited to investing capital, committing to leasing units or offering marketing opportunities to Facebook employees. The decision of whether to provide any support will be in Facebook's sole and absolute discretion.

e) Bay Trail Gap

- Facebook will work with Bay Trail stakeholders, including, but not limited to, Midpeninsula Regional Open Space District, Association of Bay Area Governments (ABAG), EPA and the City and County of San Francisco and appropriate members of the business community to close the Bay Trail Gap, commonly known as Gap No. 2092, which terminates at the railroad right-of-way on University Avenue. Facebook will also evaluate making a future financial contribution to the effort to close the Bay Trail Gap. The decision of whether to make any investments will be in Facebook's sole and absolute discretion.

4. Term: All commitments and obligations described in this Exhibit shall terminate on the earlier of Facebook vacating the East Campus and February 6, 2026.

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-064-CC**

Consent Calendar: **Authorize the City Manager to enter into a master professional agreement with Municipal Plan Check Services for building permitting and inspection, administrative and environmental contract services**

Recommendation

Staff recommends that the City Council authorize the City Manager to enter into a master professional agreement for a three year period for plan check and inspection, administrative and environmental contract services with Municipal Plan Check Services (Muni PC).

Policy Issues

This action is consistent with past practices in which master professional agreements have been established to streamline the request for proposal and purchase requisition process on a per project basis.

Background

The City has utilized contract services through the master professional agreement process to augment City staff on an as-needed basis over the past two decades. The use of master professional agreements establishes continuity with contract personnel that are familiar with the regulations and policies of the City of Menlo Park and helps to streamline the work of the City. City Council authorization is required for the City Manager to execute master professional agreements in excess of his financial authority.

The City Council authorized the City Manager to enter into a master professional agreement in June, 2014 for a five year period with three separate firms that provide consulting plan check and inspection services. The three firms are Kutzmann and Associates, Shums Coda Associates, and Interwest Consulting Group. Additionally, a master professional agreement for building contract services was authorized by the City Council in April 2016 with 4LEAF, Inc. to address the need for an additional service provider. The current agreements expire on June 30, 2019. These agreements supplement staff on an as-needed basis to provide services in a timely manner.

Analysis

The City is currently experiencing a very high level of construction activity driven not only by an increase in single-family development but also by several large scale projects including the Facebook campus, Menlo Gateway, and the Station 1300 project. It is expected that this level of activity will extend for the next several years. Staff currently uses a combination of City building inspectors and contract inspectors to meet the demand. However, resources are being stretched thin by a vacancy in one of the four building inspector positions due to a resignation in January 2018. The City currently supplements permitting and inspection staffing with contract services from the four providers noted above. Staff has been in regular contact with

these firms since August of 2017 inquiring about inspector availability, however the availability of qualified inspectors is extremely low due to the high level of construction in the region. As an example of the impact of the limited resources, the Building Division averaged 650 inspections each month since the start of fiscal year 2017-18 with 70 percent of those inspections completed within one day of the request prior to the resignation of the staff building inspector. Since the departure, the Building Division has averaged 550 inspections each month with 60 percent of those completed within one day.

The Building Division has one Plan Check Engineer on staff who is the primary plan checker for all of the residential projects. In the 2016/2017 fiscal year, 575 residential plan reviews for new projects were completed which was 56 percent of the total plan reviews completed by the Building Division. Having in-house staff available to work directly with architects and engineers allows for consistent reviews for design professionals and faster approvals. In previous years, contract Plan Check Engineers have been brought in-house to assist with these plan reviews however there has not been availability of this type of contract staffing in the last two years due to the current level of regional construction.

In September, 2017, the City signed an agreement with Muni PC to provide plan check services for in-house reviews on an as-needed basis in order to maintain plan check service levels and to provide another resource for contract building inspectors. The agreement was signed under the City Manager's authority. The agreement amount was forecasted to be sufficient to provide services for the Building Division through the end of the fiscal year. However since then, both the Public Works Department and the Sustainability Division have found contract staffing through Muni PC. The use by the Building Division, Public Works Department and Environmental Programs will exceed the City Manager's authority, thereby necessitating the need for Council approval of a master professional agreement.

Impact on City Resources

The budgeted amount for building contract services in Fiscal Year 2017-18 is $1.2 million and sufficient funds remain for the Muni PC master professional agreement. The revenues to support the building contract services are fully covered by building permit fees. Similarly, funds for contract services are provided for in the Public Works and Environmental Programs budgets. Expenditures to support contract services will be proposed in future fiscal year budgets as determined to be necessary.

Environmental Review

Entering into a master professional agreement is not deemed 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

None

Report prepared by:
Ron LaFrance, Assistant Community Development Director

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-067-CC**

Consent Calendar: **Approve a professional services agreement with Team Sheeper, Inc. for the operation of Burgess and Belle Haven Pools beginning April 1, 2018 through August 31, 2020 with options to renew for continuous 12 month periods**

Recommendation

Staff recommends the City Council approve a professional services agreement with Team Sheeper, Inc. for operation of Burgess and Belle Haven pools to start on April 1, 2018 through August 31, 2020 with options to renew for a continuous 12 month period.

Policy Issues

The City Council continues to support the approach of using Team Sheeper, Inc. as an alternative service provider given the history of outstanding customer service and the cost savings offered through outsourcing this program. Although the proposed agreement moves away from a lease arrangement to a more conventional contract program provider, it is fiscally prudent and consistent with Council goals.

Background

The City of Menlo Park has provided aquatics programs at Burgess Pool since the 1960's and at the Belle Haven pool since the 1980's. While the Burgess Pool has been a year round facility, the Belle Haven Pool was a seasonally operated by the City mid-June through late August.

Pools are extremely expensive to operate with most municipal pools operating between 40 to 70 percent direct cost recovery with the General Fund (taxpayer dollars) subsidizing the balance. Community pools are places for people to gather and provide high community benefit which is why many cities support subsidizing their aquatics programs at a high level.

In 2006, the Burgess Pool was extensively renovated using Measure T bonds, including the 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 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 but necessary budget reductions. As a result, the aquatics program was identified for reduction. In May 2006, staff came up with an innovative approach to keeping the pools operating through the use of a private-public partnership. The City entered into a Lease Agreement with a private contractor, Menlo Swim and Sport (currently Team Sheeper, Inc.), 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 sought proposals from aquatic providers to operate the Burgess Aquatic Facility and

the aquatic programming with the pending expiration of the original lease with Menlo Swim and Sport. In addition, as a part of the development of long term budget strategies, staff decided to include the option to bid on operations at the Belle Haven Pool. A Request for Proposals (RFP) was issued on August 30, 2010. Only two proposals were submitted, including proposals from Menlo Swim and Sport and SOLO Aquatics. After extensive community input, the Parks and Recreation Commission recommended approval of a 5-year lease agreement with Menlo Swim and Sport.

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 lease and forego the RFP process. After two years of negotiating, City staff reached an impasse with Team Sheeper over material terms such as rent, repair and replacement expenses, and pass through of certain operating expenses, like sewer charges. Also contributing to the delay were pool infrastructure audits at Burgess and Belle Haven Pools that provided information on the actual costs of maintaining the aging infrastructure.

Team Sheeper informed City representatives in September 2017 they were no longer interested in operating the pools under the current lease model and wanted to seek a more common private-public partnership. Under this contractor model, the City and the service provider share 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.

On September 26, 2017, the Council authorized City staff to extend the current lease to January 31, 2018 and later to March 31, 2018 with requested modifications from Team Sheeper that included City provision for pool maintenance and repairs, utilities, chemicals and a waiving of the rent payment. The extensions of the lease would allow staff time to develop terms for a new revenue sharing model or other alternative agreement that would maintain the current level of service and be sustainable for the short and long term.

Analysis

The private-public partnership that has existed for the past 12 years to operate the City's aquatics programs produced a successful model, allowing the contractor to operate autonomously as a direct service provider with the deepest understanding of program needs for the entire aquatics community. The model has produced a creative mix of high quality programs meeting the diverse needs of the community. This "club model," as it has been referred to, features traditional and non-traditional aquatics programming for a variety of levels and abilities with convenient hours where pool users can enjoy lap and open swim at all times of the day. Residents benefit from service levels not commonly found with most municipally operated aquatics programs. The customer satisfaction survey results reported in Team Sheeper's Annual Report to the City continue to demonstrate the aquatic programs and operation are well received.

Given the City's high satisfaction with its current aquatics operations and based on past experience and difficulties in finding qualified pool operators, the City Council elected to forgo what would be a lengthy and staff-intensive RFP process in favor of working with our current operator to develop a new operating model which would maintain the current level of service that would be sustainable over the long term.

With City Council direction, staff worked with Team Sheeper to develop a new model for the operation of the pools. Moving away from the lease model to a contractor model, the City and the service provider share in a percentage of the revenue generated from programs and services. Given what was learned this past year on impacts to the aquatics business, a revenue share model will help reduce the uncertainly and volatility of an operation that is highly impacted by market conditions including changes in enrollment and increasing

operating costs. Other municipally operated pools typically absorb these impacts with their General Fund, acknowledging the low cost recovery possibilities of aquatics programs. The proposed revenue share model allows the City to recover some of its costs and reduce its subsidy while providing incentive to the provider to maximize potential growth benefitting the City's bottom line while increasing service levels to the community. The model preserves much autonomy for the provider, which minimizes inefficiencies leading to lower returns and ultimately impacting the City's revenue share.

Summary of Proposed Agreement Terms

The proposed agreement with Team Sheeper preserves many of the terms of the existing agreement including maintaining the existing scope of recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations on the premises. In addition, the operator will continue to be responsible for registration for programs and for maintaining high levels of customer communication and service.

The provider maintains exclusive use of the premises for providing these programs while providing reasonable public access to and use of the premises which includes accommodating the SOLO swim team's use of Burgess Pool in accordance with schedule and terms in the agreement reflecting the current schedule and lane allocation.

The provider operates the Burgess and Belle Haven pools year round with the Burgess Pool operating 94 hours per week during the non-summer season, and 97 hours during the summer season. The Belle Haven Pool operates 20 hours per week during the non-summer season, and 54 hours during the summer season.

Current Hours of Operation

Schedule	Burgess Pool		Belle Haven Pool	
	Non-Summer	Summer	Non-Summer	Summer
Monday	5:45am-8:00pm	5:45am-8:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Tuesday	5:45am-10:00pm	5:45am-10:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Wednesday	5:45am-8:00pm	5:45am-8:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Thursday	5:45am-10:00pm	5:45am-10:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Friday	5:45am-7:00pm	5:45am-8:00pm	3:00-7:00 p.m.	9:00am-7:00pm
Saturday	6:00am-5:00pm	6:00am-6:00pm	N/A	10:00am-2:00pm
Sunday	7:00am-5:00pm	7:00am-6:00pm	N/A	N/A

Similar to prior agreements, the provider will continue to charge fees for public lap swim, open/recreation swim, swim lessons and pool rentals that are comparable to the rates and fees charged by other aquatic facilities in surrounding communities in alignment with the approved business model. The review of program fees will be included in the annual report to the City. Although the provider is responsible for setting program fees, the provider will continue to consider City input and market rates when establishing program fees.

Impact on City Resources

In the proposed agreement the City continues to be responsible for pool operations and assumes maintenance at all expense levels including mechanical and facility repairs, custodial and landscaping services, utilities (water, sewer, electricity, gas, telephone, and internet), pool chemicals and facility supplies. These expenses are estimated to cost the City approximately $381,000 annually for both Burgess and Belle Haven Pools.

Overview of Financial Terms

Term	Current	Proposed Agreement
Rent	None	None
Revenue Share	None	30% above agreed threshold
Management fee for Burgess	None	None
Management fee for Belle Haven	$5,000/mo from Facebook	No Change
Chemicals and pool supplies	City paid; est. $8,600/mo	City paid
Maintenance and repairs	City paid; est. $5,000/mo	City paid
Internet and telephone	Vendor paid; est. $400/mo	City paid
Utilities	City paid; est. $13,900/mo	City paid

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. Professional Services Agreement for Menlo Park Aquatics Facilities

Report prepared by:
Derek Schweigart, Community Services Director

PROFESSIONAL SERVICES AGREEMENT
(Menlo Park Aquatic Facilities)

This Professional Services Agreement ("Agreement") is made and executed as of March 27, 2018, by and between the City of Menlo Park, a municipal corporation ("City"), and Team Sheeper, Inc., a California S Corporation ("Provider"), referred to herein individually as "Party" and collectively as "Parties".

WHEREAS, City is the owner of certain premises ("Premises") described below, and desires to provide recreational aquatics programming for the benefit of the community at the Premises;

WHEREAS, City desires to engage Provider to provide the recreational aquatics programming, including swim instructors and certified lifeguards to provide lap swim, open swim, youth swim team, youth and adult swim lessons, youth camps, masters swim, aqua-fit classes and lane rentals for community swim teams and other community organizations at the Premises ("Services") consistent with the current level of programming;

WHEREAS, Provider has been providing the Services pursuant to a Lease Agreement, which is expiring on March 31, 2018, and has the necessary professional expertise, qualifications and capability, and all required licenses and/or certificates the provide the services; and

WHEREAS, City and Provider desire to enter into this Agreement 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 six-lane x 25-meter outdoor swimming pool located adjacent to the Onetta Harris Community Center. Belle Haven Pool includes a, 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. SCOPE OF SERVICES. Provider shall perform the Services, as more particularly described in Exhibit C attached hereto and incorporated herein by this reference in accordance with the terms and conditions contained in this

Agreement. Performance of all Services shall be to the reasonable satisfaction of the City.

3. TERM. The term of this Agreement shall commence on April 1, 2018 and shall terminate on August 31, 2020 ("Term"). If not terminated as set forth hereinafter, this Agreement shall automatically renew for successive 12-month periods (each year an "Extended Term"), subject to all of the same terms and conditions contained in this Agreement. Not less than 180 days prior to the expiration of the Term or Extended Term, either of the Parties may provide written notice requesting either an evaluation of the terms and conditions of this Agreement or termination of this Agreement. In the event no such notice of termination is given, this Agreement shall automatically continue for an Extended Term.

4. BELLE HAVEN POOL MANAGEMENT FEE. The City shall pay Provider a management fee for the operation of the Belle Haven Pool in an amount not to exceed Five Thousand Dollars ($5,000) per month or Sixty Thousand Dollars ($60,000) per year, unless otherwise approved by the City Council. The City currently receives annual funding for the Belle Haven Pool from Hibiscus Properties, LLC ("Facebook") pursuant to Section 9.1.1 of the Development Agreement dated December 14, 2016 and recorded in the Official Records of the County of San Mateo as Document Number 2016-133794. In addition to the management fee, pursuant to the terms of the prior Lease Agreement, the City shall pay to Provider Five Thousand Dollars ($5,000) per month for the period January 1, 2018 through March 31, 2018 for a total of Fifteen Thousand Dollars ($15,000) for operating the Belle Haven Pool, subject to and upon receipt by the City of funds from Facebook covering that time period. To the extent Provider has been paid all or any portion of the management fee directly by Facebook, the City shall be relieved from the requirement to pay such amount to Provider. If and when such annual funding is reduced or terminated, the City may terminate the Services at the Belle Haven Pool after providing 30 days' advance written notice to Provider. Provider shall be paid pro rata for Services performed at the Belle Haven Pool up to the termination date. If the Services at the Belle Haven Pool are terminated, the management fee shall also terminate.

5. EXCLUSIVE USE OF PREMISES. Subject to the terms of this Agreement, Provider shall have exclusive use of the Premises for the 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 and providing for reasonable public access to and use of the Premises pursuant to Section 6 of this Agreement. Provider shall have the exclusive right to staff, supervise and contract for such use of the Premises, subject to the terms of this Agreement. The Parties specifically agree that Provider shall accommodate the SOLO swim team's use of Burgess Pool in accordance with schedule and terms set forth in Exhibit D, which shall not

be modified without mutual agreement of Provider and SOLO, unless SOLO is in breach of its contract with Provider.

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. 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.

6. OPERATION, COMMUNITY ACCESS AND SCHEDULING. Provider may operate the Premises between the hours of 5 a.m. to 10 p.m. seven days a week, 365 days a year. Provider currently operates the Burgess Pool from 5:45 a.m. to 8:00 p.m., and until 10:00 p.m. on Tuesdays and Thursdays Monday through Sunday and the Belle Haven Pool from 3:00 p.m. to 7:00 p.m. Monday through Friday. Provider may reasonably modify, subject to prior written approval from the City, which shall not be unreasonably withheld, the current schedule at either the Burgess Pool or the Belle Haven Pool if staffing is not possible or if it is not financially feasible to operate during certain hours. The City will provide its consent or objection to the requested change within 10 business days or the request will be deemed approved.

Provider will be responsible for the scheduling of the Premises. 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 from the Director of Community Services who is authorized to finalize the City's schedule of use of the Premises. When evaluating the pool space and time allocation, Provider shall consider and give scheduling priority for programs based on the number and percentage of City residents.

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

a. Year-round lap swim, seven 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 subject to the City's provision a dome over the instructional pool, if possible.

Belle Haven Pool: Minimum public access and community use will include:

a. Open to the public for a minimum of 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 days a week, Monday through Saturday; and
b. Open/recreational swim hours will be at least three hours per day, six days per week but will be allowed on a "pool sharing" basis with other programming.

7. PROGRAM REGISTRATION AND FEES. Provider shall be responsible for having a method for the public to register and pay for programs. Provider shall collect all program fees for the Services provided pursuant to this Agreement. 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. 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. Although Provider is responsible for setting program fees, Provider shall consider both City input and market rates in establishing the program fees.
d. The City will provide limited conference room space at the Arrillaga Family Gymnasium free of charge for Provider's team meetings and trainings, subject to availability.
e. The City will make sports field space at Burgess Park available free of charge for Provider camps and programs in exchange for pool use for City camps and programs, both subject to availability.

8. REVENUE SHARING. Provider shall maintain an annual profit and loss statement ("Statement") during the Term and any Extended Term of this Agreement. The Parties acknowledge that the Provider's Statement includes revenue from the Services at the Premises and also Menlo Fit/Boot Camp revenue and triathlon team revenue. If Provider's revenue from the Services provided pursuant to this Agreement, exclusive of Menlo Fit/Boot Camp revenue and 2/3 of the triathlon team revenue, exceeds Three Million One Hundred Forty Thousand ($3,140,000) in a single calendar year, Provider shall pay to the City 30 percent such revenue within 60 days of the end of the year.

9. PROGRAM ADMINISTRATION. Provider shall have adequate administrative staff and assistance to support all hours of operation. Policies and procedures for handling registration, refunds, and complaints are required. Provider shall maintain a customer database and appropriate records retention.

Provider shall develop sufficient communication and marketing in order to inform the public of the programs and services. The City will provide reasonable marketing space in the tri-annual activity guide for the Provider to promote their aquatics programs at the Premises, subject to availability. Provider shall be responsible for meeting the deadlines and providing accurate and sufficient information to City staff.

Provider shall take appropriate steps to maintain a high level of customer service and overall satisfaction at all times. Provider shall be engaged with City staff and regional aquatics groups throughout the year and shall attend an annual meeting convened by the City. Additionally, Provider shall prepare and provide an annual report no later than January 30 of each year to City 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 a fee comparison to other public pools in the region;
g. Annual audits and reviews demonstrating standards of care, outlined in Section 12, below, are met;
h. Risk management documentation, outlined in Section 13, below; and
i. Training certifications listed by staff member.

Provider shall maintain reasonable evidence and documentation of this information and have these records accessible to the City at any time following 10 days written notice.

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

10. <u>COMPLIANCE WITH LAWS AND REGULATIONS</u>. 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

11. HEALTH AND SAFETY. Provider shall 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 in Section 10 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

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.

12. STANDARD OF CARE. Provider shall 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, basic maintenance and janitorial services during business hours, cleanliness of facilities, safety, and risk management. 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 identified in Section 9, above.

13. 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 plan, drills conducted, emergency equipment and communication process.
b. Facilities & Equipment - inspection, maintenance, and checklists.
c. Supervision - quality, quantity, lesson plans and progression.
d. Training - requirements and appropriate staff.
e. Documentation - manuals, waivers, medical screening, skills screening, risk information provided to public, policies and evaluations.

14. EMERGENCY ACTION PLAN AND PROCEDURES. 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.

15. MAINTENANCE, REPAIR, CUSTODIAL AND LANDSCAPING. The City will be responsible for the maintenance and repair of the equipment and facilities at the Premises, including:

a. Burgess Pool: three pools, appropriate signage, offices, lobby, locker rooms and shower area, restrooms, pool decks, fences and gates, lawn area, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.
b. Belle Haven Pool: two pools, appropriate signage, office, locker rooms and shower area, restrooms, pool decks, fences and gates, supply storage areas, equipment/mechanical rooms, chemical storage areas, and lights.

If in the course of operating the Premises, Provider identifies any equipment, facilities or portion thereof in need of maintenance or repair, Provider shall notify the City's Public Works Director or his/her designee as soon as possible and the City shall be responsible for performing the necessary maintenance or repair work. If any maintenance or repair work requires immediate emergency attention, Provider may engage a preferred City contractor directly after obtaining consent from the City's Public Works Director or his/her designee. Provider shall be reimbursed by the City for any costs incurred by Provider in addressing the immediate/emergency maintain/repair work. If the Facilities or equipment are damaged due to the willful misconduct or negligence of Provider, its employees, subcontractors, or program participants, Provider is responsible for any necessary repair or replacement of such damage at Provider's sole cost and expense.

Provider shall employ or contract one full-time custodial support staff from 3:00 a.m. to noon, consistent with Provider's current practice. The City will provide

janitorial service during midday and Saturday and Sunday evenings. The City and Provider shall coordinate custodial services to ensure the Premises is maintained in an orderly, clean and professional condition. The City shall provide all incidental facility supplies, such as paper towels, toilet paper, etc. The City agrees to reimburse Provider, upon approval by the Public Works Director, or his/her designee, up to Two Hundred Dollars ($200) per month for the purchase of incidental supplies. The City shall provide landscaping services for the Premises.

The City shall provide and be billed directly for all necessary pool chemicals. Provider shall employ or contract for a Certified Pool Operator. Provider shall maintain standard operation procedure manuals and maintenance records and logs. These records will include: daily pool and chemical log and checklists for routine maintenance and janitorial duties (daily, weekly, monthly, quarterly, bi-annually, and annually).

16. UTILITIES. The City shall provide, without cost to Provider, all utilities necessary to operate the Premises for the purposes identified in this Agreement, including water, sewer, stormwater, electricity, gas, telephone and internet. Provider shall modify operations to comply with any conservation requirements imposed by any utility operator. Provider shall consult with and obtain City approval prior to making any operational changes that would impact utility costs and regulatory compliance.

17. INSURANCE. Provider shall acquire and maintain Workers' Compensation, Employer Liability, and Commercial General Liability relating to the Provider's use of the Premises. The insurance company or companies 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 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 a claim is made or a 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 Agreement 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.

Provider shall require any subcontractor who uses the Premises more than once 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 subcontractor to obtain and provide a certificate of insurance evidencing said coverage to the City.

Each Party hereby waives and agrees 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.

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

a. Safety*:* 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 federal 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 relative to Provider's responsibilities pursuant to this Agreement, including inspections relating to pool chemistry, pool equipment, and safety practices.

c. Operations: An annual operational audit will be conducted by an external expert and industry professional approved by the City. 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 and procedures review, site inspection, code compliance and record keeping practices, and 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 for each calendar year during the Term of this Agreement for City staff and outside consultant review. The purpose for such review shall be for determining appropriate revenue sharing, if any, pursuant to Section 8. Provider agrees, upon the City's request, to make all books and records available to the City for review such that the City is provided the opportunity to confirm the accuracy of the financial reports provided.

19. CITY ACCESS. The City shall have access to the Premises or any part thereof for municipal purposes, which may include the performance of maintenance and repairs in or upon the Premises, the inspection of the Premises, or the use, maintenance, repair of adjoining areas. When City access will be during the Provider's operational hours and may impact the provision of Services, the City shall provide prior notice and coordinate access with the Provider.

20. IMPROVEMENTS. Provider shall not make, nor cause to be made, nor allow to be made, alterations or improvements 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 Agreement, 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 Agreement will be at City's sole expense and the City will be responsible for the use and maintenance of the improvements.

21. 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, 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.

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

23. WAIVER OF CLAIMS. Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, 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.

24. INDEMNIFICATION. Except as it relates to claims asserted by anyone related to or arising from The City's failure to fulfill its obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, 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, 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 Agreement.

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, ordinances, 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.

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 Agreement.

For the purposes of this Agreement, 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 Agreement, 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 Agreement 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. <u>VENUE</u>. Provider agrees and hereby stipulates that the proper venue and jurisdiction for resolution of any disputes between the parties arising out of this Agreement is San Mateo County, California.

29. <u>ASSIGNMENT AND NONTRANSFERABILITY</u>. Provider understands and acknowledges that assignment of this Agreement 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 Agreement 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 for certain hours, subject to prior approval by the City, which shall not be unreasonably withheld. Such use is contingent, in part, upon said entity or organization indemnifying and insuring City in the same manner and amount that Provider has indemnified and insured City under this Agreement. City, its Council, Boards, Commissions, agents, officers, volunteers and employees shall be named

as additional insureds. Any insurance policy maintained by a such an entity organization 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 Agreement and not to cause, Agreement, 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 Agreement, Provider, at its sole cost and expense, shall promptly cause such lien or encumbrance to be removed.

31. TERMINATION OF AGREEMENT.

a. Default. City or Provider shall have the right to terminate this Agreement by written notice to the other party for any default or breach of any term or condition of this Agreement 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 30 days after the delivery of such notice without being cured, the non-defaulting and non-breaching Party may elect to terminate this Agreement 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 30 days nor more than 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 Provider of such dissatisfaction and the Parties shall meet and confer within 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 Agreement by giving written notice of such termination to Provider. Termination shall be effective not less than 90 days after the date of such notice. Provider shall have the right to appeal such termination to the City Council within 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 Agreement and shall give written notice to Provider of such final determination. If the City Council determines the Agreement

should be terminated, termination of the Agreement shall be effective not less than 90 days after the date of such notice.

c. City Expense. The City may terminate this Agreement, effective 90 days from the date of the notice, if the City's costs for maintenance and repair (Section 15), and utilities (Section 16) are exceeding the amounts budgeted by the City for such costs.

d. Provider's Option. Provider may terminate the Agreement at Provider's option upon the occurrence of any of the following: (1) upon the death of Tim Sheeper; (2) 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 (3) upon financial hardship, which shall require not less than six month written notice to terminate Agreement based on financial hardship.

Termination shall be effective on the later of 90 days after the date of any such notice, the date of termination specified in the notice or such later effective date as is required pursuant to any specific provision of this Agreement. In the event Provider does not elect to terminate the Agreement as permitted herein, the Agreement 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 Agreement, Provider shall restore the Premises to its condition prior to the execution of this Agreement, excluding (a) wear and tear and natural deterioration based on the passage of time, (b) items subject to the City's obligations to maintain, repair, clean and/or landscape in accordance with this Agreement, including, without limitation Section 15 hereof, and (c) other changes or improvements to the Premises previously approved by the City, 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:
    i. the actual cost of this removal, demonstrated by valid receipts and invoices;
    ii. a 15 percent overhead to City for reasonable costs in contracting and supervising the removal work; and

iii. any attorneys' fees incurred by City to remove Provider from the Property after termination, if necessary. Invoices must be paid within 10 days of submission of invoice to Provider. If not paid within this time, then interest will be charged at 10 percent or the maximum extent allowed by law, whichever is less.

33. NOTICE. All notices under this Agreement 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	**City**
Team Sheeper, Inc.	City of Menlo Park
Attn: Tim Sheeper	Attn: City Manager
501 Laurel Street	701 Laurel Street
Menlo Park, CA 94025	Menlo Park, CA 94025
(650) 369-7946	(650) 330-6610

34. COMPLETE AGREEMENT. This Agreement 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 Agreement may be amended only by a written instrument executed by the Parties.

36. AUTHORITY. The individuals executing this Agreement 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 Agreement.

37. NO WAIVER. Waiver by either Party of a breach of any covenant of this Agreement 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 Agreement. No wavier by either Party of a provision of this Agreement will be considered to have been made unless expressed in writing and signed by all parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement 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

Exhibits

A. Burgess Pool Site Map
B. Belle Haven Pool Site Map
C. Scope of Services
D. SOLO Schedule and Terms

EXHIBIT A

BURGESS POOL MAP

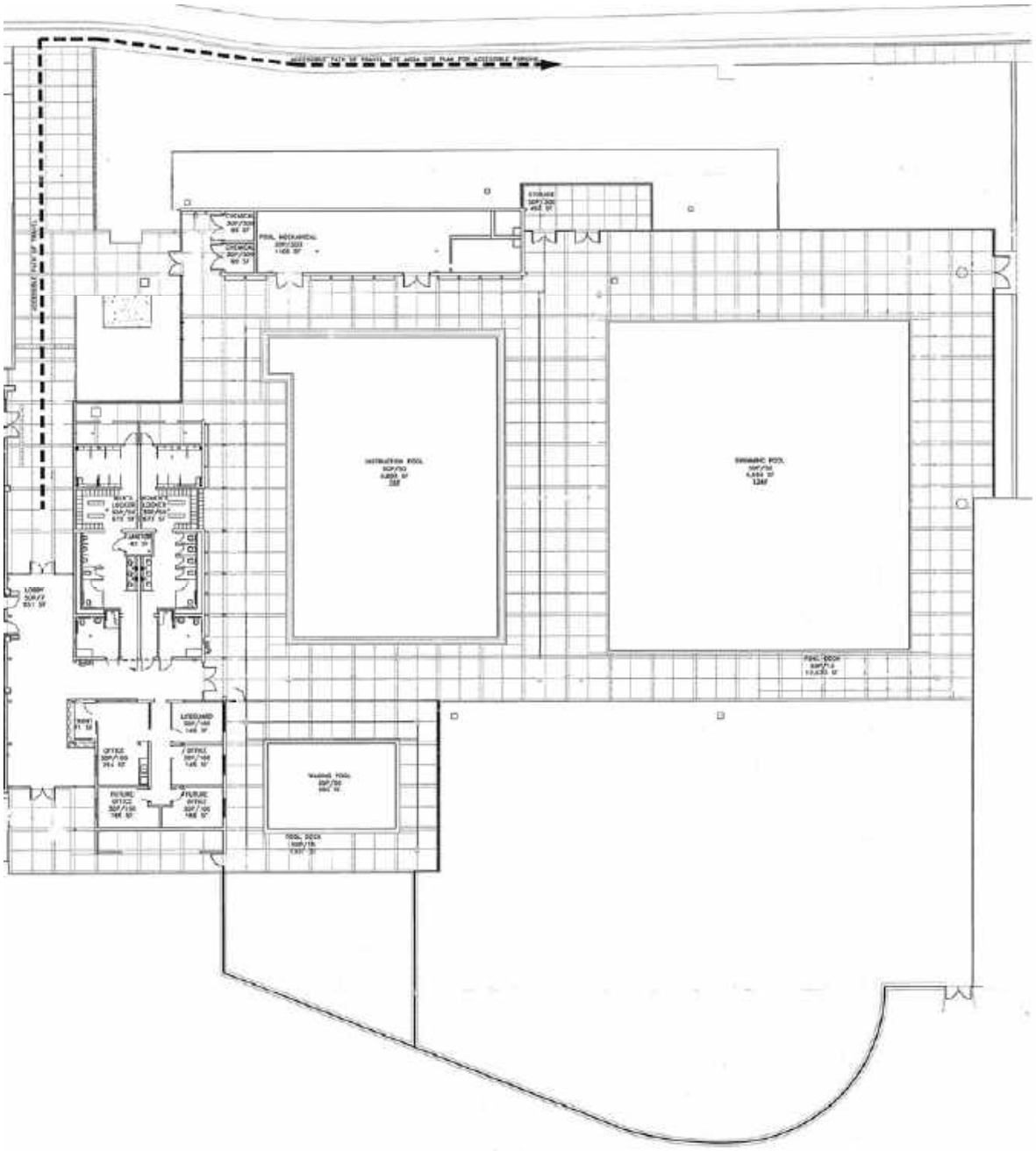

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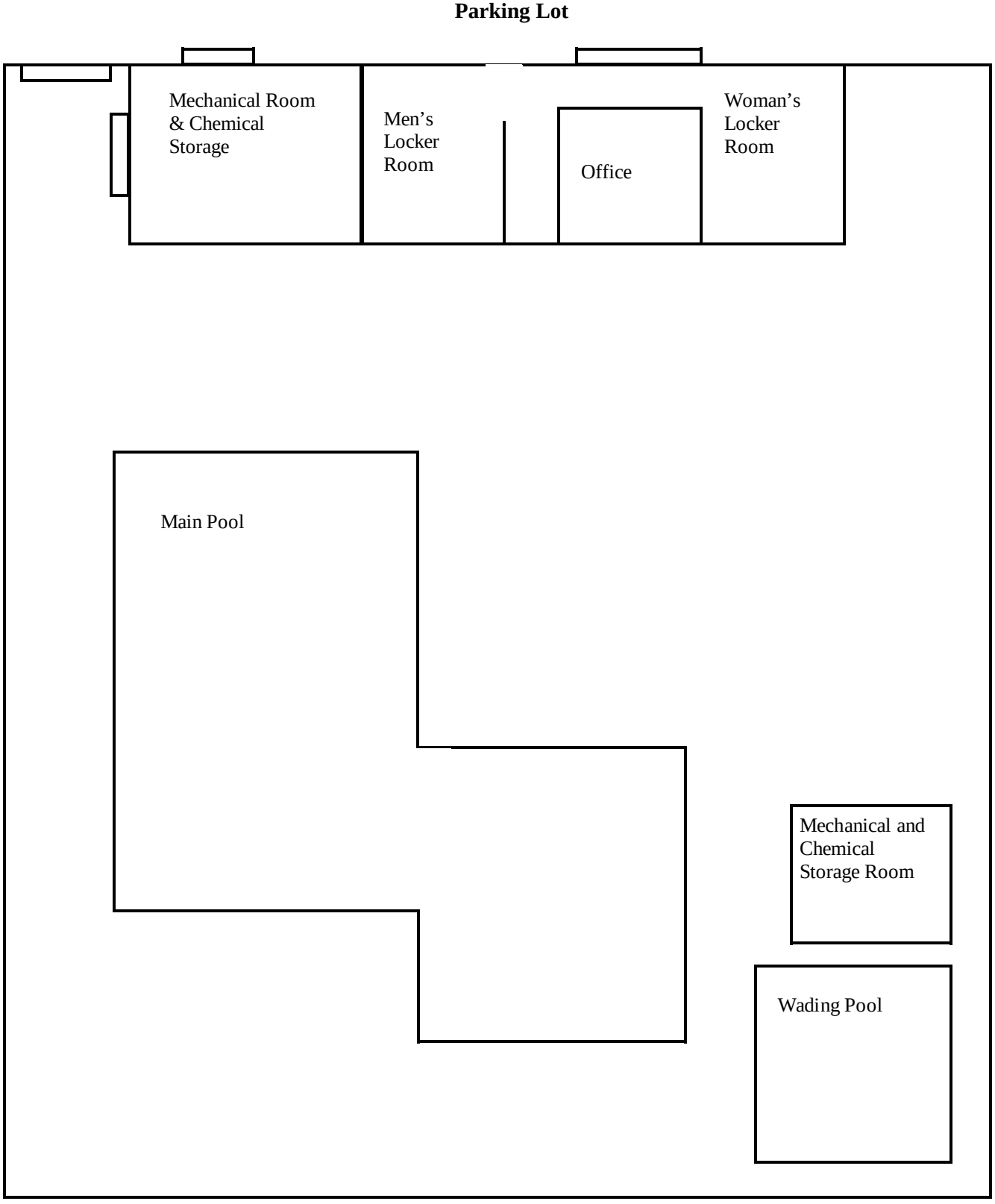
EXHIBIT B

BELLE HAVEN POOL MAP :



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Menlo Swim and Sport
2018 Scope of Services

1. **Lap Swim**
   Description: Community based, non-structured, fitness swimming in both performance and instructional pools with the goal of having lane availability whenever the business is open. Drop-in and membership options
   Frequency: 7 days/wk, year-round
   Times: Opening to closing
   Belle Haven: Weekdays during all open hours, year-round

2. **Open Swim**
   Description: Community-based, non-structured, play and family time in both the performance and instructional pool. Increasing pool availability during warmer high demand seasons. Drop-in and seasonal memberships options.
   Frequency: 7 days/wk, year-round
   Times: Late morning to evening hours, all-day on weekends
   Belle Haven: Summer focus-4 hours/daily

3. **Menlo Aquatics-Youth Year-Round Swim Team**
   Description: Community-based, structured and programmed with performance incentives including weekend off-site coached events and competitions. Segmented and serving various age-groups from 6-18 year olds. Monthly memberships.
   Frequency: 6 days/wk, year-round
   Times: After school to late evening weekdays and late morning on Saturdays
   Belle Haven: Full program not available, but Belle Haven is used during summer.

4. **Menlo Mavericks-Youth Summer Swim Team**
   Description: Community-based, introductory-level, structured and coached 10-week program that is part of a regional competitive league with weekday and weekend events. Monthly memberships.
   Frequency: Monday-Saturday, summer only
   Times: Morning and afternoon hours throughout the summer
   Belle Haven: Not available

5. **Menlo Mavericks-Youth Water Polo Team**
   Description: Community-based, year-round team that serves introductory and intermediate level players that compete locally and regionally. Monthly memberships.
   Frequency: 3 days/wk
   Times: Afternoons year round
   Belle Haven: Only available at Belle Haven

6. **Menlo Swim School**

Description: Community-based, year-round service that targets individuals 6 months to adults. Small group, semi-private and private instruction that teaches to class ability level. Various segmented levels that supports time efficient and optimum improvement. Monthly membership.
Frequency: 7 days/wk, year-round.
Times: Mornings to late evening with a long lunch break.
Belle Haven: Available spring, summer and fall

7. **Camp Menlo-Summer and School Holiday Camps**
   Description: Community based, seasonal program that serves youth from 4.5-15 year olds with 5 different offerings of week-long camps. Pre and post camp care is available. Most campers take part in a small group swim lesson each day. Weekly fee.
   Frequency: Monday-Friday for 10 weeks spanning the summer months.
   Times-Early morning to late afternoon options.
   Belle Haven: Not available at Belle Haven

8. **Menlo Masters-Adult Swim Team**
   Description: Community-based, year-round team that serves introductory to advanced participants. Stroke and fitness improvement along with growth of interpersonal relationships and connection to the community are the goals. Local, regional and international competitions are a part of the curriculum. Monthly memberships and daily drop-ins available.
   Frequency: Several daily workouts available
   Times: Before work, lunch-time and weekend morning offerings
   Belle Haven: Not available

9. **Team Sheeper Triathlon-Adult Triathlon Program**
   Description: Community-based, year-round team that serves introductory to advanced participants. Improving personal skills and fitness along with community connection are the main goals. Monthly membership.
   Frequency: A few workouts on daily basis year round
   Times: Before work, lunch-times and evenings during the week and morning on weekends
   Belle Haven: Not available

10. **Aqua Fit-Adult Water Exercise**
    Description: Community based, year-round program that targets the non-swimming fitness seekers including the senior population seeking respite from gravity based land exercises. Cardio-vascular and muscular strength improvement is focused upon. Monthly memberships and daily drop-ins available.
    Frequency: Offered daily, excluding Saturday
    Times: Early mornings weekdays and Sunday, evenings on Tuesday and Thursday
    Belle Haven: Not available

11. Aqua Wellness- Adult Water Therapy

Description: Community based, year-round program that targets individuals who need assistance with range-of-motion in joints, muscular strength and coordination or are in recovery from an illness or surgical procedure. Monthly memberships or daily drop-ins available.
Frequency: 3 mornings per week
Times: Mid to late morning hours
Belle Haven: Not available

12. Menlo Mavens-Women's Water Polo Team

Description: Community based, year-round program that attracts beginners to high level players. The uniqueness of the program serves as a connection point for many women who thrive on interacting with other inspiring and courageous women in the community. The team competes locally, regionally and internationally. Monthly membership and drop-in options available.
Frequency: 2 time per week
Times: Weekday evening and weekend morning
Belle Haven: Annual weekend tournament is hosted at Belle Haven

13. Pro Services-Private Premium Coaching

Description: Personal and tailored premium coaching available for clients who do not fit into our established group structure or for those who want the extra attention from a professional level instructor. Monthly memberships or per session fee available.
Frequency: Daily, year-round
Time: Flexible and available all open hours
Belle Haven: Available during open hours with a highly experienced professional

14. Safety Academy-Lifeguard Certification Courses

Description: Red Cross certified lifeguard classes are instructed by our Red Cross certified instructors for anyone in the community or region who are seeking their Red Cross lifeguarding certification. A 3-day, 30+ hour course that blends on-site learning and on-line learning. Certification class fee.
Frequency: Monthly year-round, and weekly during peak summer months
Times: Friday evenings, and full day Saturdays and Sundays.
Belle Haven: A portion of the classes are conducted at Belle Haven

15. Community Rentals and Clinics

Description: For profit and not for profit community based rentals agreements are entered into throughout the year. An underwater hockey team, a youth swim team (SOLO), a triathlon team (Team in Training) are the year-long agreements. Along with Boy scouts, Cub scouts, Girl Scouts and public and private schools, personal swim clinics. Full pool and individual lane rentals are available
Frequency: Daily, year-round
Time: Various times throughout the year

Belle Haven: Synchronized swimming is the predominant agreement

16. Menlo Boot Camp-Adult Land Based Exercise Classes

Description: Community based, year-round program focused on improving general functional strength and well-being for adults. Strength and endurance exercises are used in a group setting that forms community and purpose for life-long vitality and mobility. Monthly memberships and daily drop-in options available.
Frequency: Weekdays, year-round
Times: Early and mid-morning hours
Belle Haven: Not available

17. Pro Shop-Food and Merchandise

Description: Support of fuel and gear for the community members using the aquatic or surrounding campus at Burgess Park. Low prices on food and merchandise and the high accessibility of the store make it a convenience for staff and participants.
Frequency: Daily, year-round
Times: During all open hours
Belle Haven: Available on a reduced scale.

EXHIBIT D
SOLO SCHEDULE AND TERMS

The SOLO Aquatics swim team ("SOLO") will be able to use Burgess Pool and Belle Haven Pool on the following terms:

a. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, eight (8) lanes in Burgess performance pool September 1st through May 31st.
b. Lane space will be provided from 4:00 to 5:30 p.m., Monday through Friday, four (4) lanes in Burgess performance pool June 1st through August 31st. Additional lanes may be provided at current rental rates during summer if Provider agrees and open swim attendance allows.
c. Rental rate will be $14 per lane hour for the term of the Agreement.
d. SOLO may elect to opt out of any of the hours provided for herein with 30 days notice.
e. SOLO will be billed thirty (30) days in advance and on a monthly basis. Any payment not received by Provider within fifteen (15) days of the due date shall be subject to a late payment penalty of five percent (5%) of the amount due.
f. When the Belle Haven Pool is operational, youth swim team rental shall have the option to use the Belle Haven Pool at agreed upon rates and times.
g. Youth swim team will have access lobby area of the Burgess Pool for marketing purposes to be approved by Provider in advance.
h. SOLO shall provide proof of insurance listing the Provider and City as additional insureds.
i. SOLO shall comply with all of the facilities policies and rules of conduct.
j. SOLO may not allow any other organization or individual to use any of the privileges or services provided by the Provider
k. SOLO is responsible for the control and supervision of all participants in their program.
l. If storage is provided for equipment at the request by SOLO, the Provider is not responsible for any damages or losses to the SOLO's equipment.
m. They City and Provider reserve the right to close the pool(s) at any time for maintenance or any safety reason. Provider will make every attempt to give notice when possible and assist with informing the SOLO and its participants.
n. Provider shall have the right to terminate its agreement with SOLO by written notice to the SOLO for any default or breach of any term or condition herein. SOLO will be provided not less than thirty (30) days notice and opportunity to cure any notice of default. Provider shall provide City with a copy of any notice of default provided to SOLO.

o. City requires a written agreement on a form approved by the City Attorney between the two parties with a copy provided to the City no later than the commencement of the Term of the Agreement between the City and Provider; provided however, Provider shall not be considered in default of the terms and provisions of the Agreement if SOLO has refused to execute a written agreement with Provider on such form approved by the City Attorney.

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-058-CC**

Consent Calendar: **Approve the Water Use Budget Guidelines for New Developments in the Office, Life Sciences and Residential Mixed-Use Zoning Districts**

Recommendation

Staff recommends that the City Council:

1. Approve the City's guidelines for establishing water use budgets for new developments in the office, life sciences and residential mixed-use zoning districts
2. Authorize the Public Works Director to update the guidelines in the future for changes limited to administrative revisions consistent with the intent of the zoning requirements

Policy Issues

The proposed guidelines are consistent with the green and sustainable building water efficiency and recycled water standards as included in the following sections of the Zoning Ordinance that require the City to approve the methodology for calculating water demand and establishing water use budgets for new development:

- Office (O), Section 16.43.140
- Life Sciences (LS), Section 16.44.140
- Residential Mixed Use (R-MU), Section 16.45.140

Background

The General Plan (Land Use and Circulation Elements) and M-2 Area (Bayfront) Zoning Update public outreach and participation process known as ConnectMenlo began in August 2014. On December 6, 2016, the City Council adopted three new zoning districts for consistency with the new M-2 Area (Bayfront) land use designations in the Land Use Element. The new Office (O), Life Sciences (LS), and Residential Mixed Use (R-MU) zoning districts set the framework for creating the live/work/play environment concept that was desired for the area. Each of the districts includes development regulations, design standards, transportation demand management, and green and sustainable building requirements. All of these ordinances became effective on January 6, 2017.

The green and sustainable building measures require that new construction in the Bayfront incorporate water efficiency and recycled water measures to address potential future water supply shortfalls. Most of the area is served by Menlo Park Municipal Water (MPMW), while some customers are located in the California Water Service Bear Gulch District. MPMW purchases all of its potable water from the San Francisco Public Utilities Commission (SFPUC). Currently, the water demand in the MPMW service area averages approximately 1,100 million gallons (MG) a year, which is lower than the individual water supply guarantee of 1,630 MG per year that can be purchased from the SFPUC. However, future growth projections included in the 2015 Urban Water Management Plan estimate the water demand to increase to

1,614 MG per year by 2040. While the MPMW should have a sufficient supply to meet the projected growth during normal years, it is expected that water shortfalls would be experienced during single and multiple drought years. During multiple dry years in 2020 through 2040, MPMW could experience shortfalls of up to 17% and 31%, respectively. In the worst-case drought scenario (31%), the additional demand associated with ConnectMenlo would create an incremental shortfall of up to 18%.

In anticipation of the future dry year water supply shortfalls, water efficiency and recycled water measures were incorporated into the green and sustainable building requirements. These requirements aim to reduce and monitor the water demand from new development in the Bayfront to protect customers from the effects of water shortfalls that could be experienced in the future. These requirements focus on ensuring that buildings are water efficient and resilient.

The green and sustainable water efficient and recycled water requirements include the following:

1. Single pass cooling systems shall be prohibited in all new buildings.
2. All new buildings shall be built and maintained without the use of well water.
3. All new buildings shall be dual plumbed for the internal use of recycled water.
4. All new buildings more than one hundred thousand (100,000) square feet of gross floor area shall prepare and submit a proposed water budget and accompanying calculations following the methodology approved by the City.
5. All new buildings two hundred and fifty (250,000) square feet or more in gross floor area shall use an alternate water source for all City approved non-potable applications and shall be required to submit an Alternate Water Source Assessment to be reviewed and approved by the City's Public Works Director and Community Development Director prior to certification of building occupancy. Conservation measures to meet the requirements of this section may be proposed and are subject to approval of the City Council.

Analysis

As discussed earlier, new development 100,000 square feet of gross floor area and larger requires the development of a water budget. The intent of the water budget is to account for a project's estimated total water demand from outdoor and indoor uses at full occupancy. The water use budget guidelines are included as Attachment A. In summary, the water use budget will be based on the following:

1. Building use and size,
2. Lot size.
3. Description of intended water uses.
4. Indoor water demand based on the number and use from plumbing fixtures and fittings, heating and cooling systems, and other indoor uses and processes.
5. Outdoor use demand based on requirements of the Menlo Park Municipal Code Chapter 12.44 Water-Efficient Landscaping Ordinance.
6. Other pertinent information as required by the Public Works Director.

To calculate water demand, the guidelines present a calculation methodology based on the State's Building Code, local regulations and other industry standards. For all new buildings two hundred and fifty (250,000) square feet or more in gross floor area, the water use budget shall account for the potable water demand reduction resulting from the use of an alternative water source for all City approved non-potable applications. An Alternate Water Source Assessment shall be submitted that describes the alternative water source and proposed non-potable application as described in the water use budget guidelines.

It is also important to note that the water use budget guidelines shall provide the basis for the development of water supply assessments (WSAs). Per State law, WSAs are required for certain projects that meet specific criteria and thresholds, such as a building's gross area and type of use. Since the development of

WSAs is triggered on a project basis, the water demand calculated shall be specific to the proposed uses of the project and shall follow the methodology presented in the water budget guidelines.

Over time, the water use budget guidelines will require revisions. The recommendation is for the Public Works Director to have the ability to update the guidelines for changes limited to administrative revisions consistent with the intent of the zoning requirements. Substantive revisions, however, would be brought to the City Council for policy input and approval. The proposed guidelines have been reviewed by the Community Development Services Department, the Sustainability Division and the City Attorney.

Impact on City Resources

The recommended staff action has no impact on the City's resources.

Environmental Review

The recommended approval of the water budget guidelines does not require an environmental review. Depending on the type of development project, however, an environmental review following the California Environmental Quality Act may be 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. Water Use Budget Guidelines

Report prepared by:
Azalea Mitch, City Engineer

Reviewed by:
Justin Murphy, Public Works Director

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Water Use Budget Guidelines

A. Water Use Efficiency Requirements

1. All new building construction within the Office, Life Sciences, and Residential Mixed-Use shall comply with the California Green Building Standards Code (CALGreen), Cal. Code Regs.,Title 24, Part 11 and water use efficiency and recycled water requirements per the corresponding zoning ordinances: Office (O) Section 16.43.140 Green and sustainable building; Life Sciences (LS) Section 16.44.140 Green and sustainable building; and Residential Mixed-Use (R-MU), Section 16.45.140 Green and sustainable building.

    a. All new buildings more than one hundred thousand (100,000) square feet of gross floor area shall prepare and submit a proposed water budget and accompanying calculations following the methodology described in Section B for review and approval by the City's Public Works Director prior to certification of building occupancy.

    b. All new buildings two hundred and fifty (250,000) square feet or more in gross floor area shall use an alternate water source for all City approved non-potable applications and shall be required to submit an Alternate Water Source Assessment as described in Section C to be reviewed and approved by the City's Public Works Director and Community Development Director prior to certification of building occupancy.

        i. Alternative water sources shall include rainwater, graywater, stormwater, and blackwater as defined below and other as approved by the City's Public Works Director and Community Development Director.

            i. Rainwater – precipitation collected from aboveground surfaces, such as building roofs.

            ii. Graywater – wastewater generated from indoor uses such as showers, bathtubs, bathroom sinks and laundry equipment.

            iii. Stormwater – precipitation collected from surface drainage and underground piping.

            iv. Blackwater – wastewater generated from toilets, dishwashers and kitchen / utility sinks.

        ii. Non-potable applications shall include toilet and urinal flushing, cooling applications, process water, dust control and soil compaction, water features / decorative fountains, irrigation and other as approved by the City's Public Works Director and Community Development Director and as allowed by Division 4 of Title 22 of the California Code of Regulations and the California Plumbing Code.

        iii. Applicants may propose conservation measures to meet the requirements of this section subject to approval of the City Council. The conservation measures shall achieve a reduction in potable water use equivalent to the projected demand of City approved non-potable applications, but in no case shall the reduction be less than 30 percent compared to the approved water budget. The conservation measures may include on-site measures, off-site measures or a combination thereof.

2. New and rehabilitated landscapes associated with projects requiring City review and

approval shall comply with the requirements of the Menlo Park Municipal Code Chapter 12.44 Water-Efficient Landscaping Ordinance.

B. Water Use Budget

1. For projects determined to be subject to the California Environmental Quality Act ("CEQA") and Water Code §10910(a) and 10912(a)(3), thus requiring a Water Supply Assessment, the water use budget shall provide the basis for the water demand.
2. The water use budget shall be comprehensive and account for a project's estimated total water demand from outdoor and indoor uses at full building occupancy.
3. The water use budget shall include the following:
    a. Project background, applicant information, location, lot size, building size (gross square footage), land use designation, building use(s) and space type(s), and estimated date of project completion.
    b. Description of all intended water uses.
    c. Detailed projections of the total annual indoor and outdoor potable water demand on a monthly basis per the calculation methods presented in Section B.2. The water demand calculations shall be presented based on building space types(s) and uses, number of plumbing fixtures and fittings with respective duration times and frequency of use, occupancy counts, days of operation, heating / cooling system modeling data and results, process water requirements and modeling data and results, irrigation needs, and other pertinent data. The calculations shall be detailed, state all assumptions, note referenced material, and be provided in Microsoft Excel.
    d. Other pertinent information as required by the Public Works Director.
4. Methodology:
    a. Indoor water demand – shall consist of the demand from plumbing fixtures and fittings, heating and cooling systems, and other indoor uses and processes.
        i. Non-residential
            - Plumbing fixtures and fittings
                - Flow rates shall be based on the latest version of CALGreen.
                - Fixture / fitting frequency of use and duration time per occupant type and gender ratio shall be based on values provided in the latest version of Leadership in Energy and Environmental Design (LEED) Water Use Reduction Additional Guidance.
                - Occupancy counts shall be based on the latest version of LEED for Building Operations and Maintenance and include numbers for Full Time Equivalents (FTEs) and Transient FTEs per building space type and gross square footage.
            - Days of operation shall be based on the project's intended use of the building space types(s).

ii. Residential Mixed-Use

- Plumbing fixtures and fittings
  - Flow rates shall be based on the latest version of CALGreen.
  - Fixture / fitting frequency of use and duration time per occupant type and gender ratio shall be based on values provided in the latest version of LEED Water Use Reduction Additional Guidance.
- Household size shall be based on the average number of residents per dwelling unit as determined by the Public Works Director.
- Days of operation shall be based on 365 days.

iii. Heating and cooling - Demand from heating and cooling shall be specific to the requirements and intended use of the proposed systems and shall be based on modeling results that account for the local climate conditions and days of operation. The water demand shall be presented on a monthly and annual basis.

iv. Process water - Demand from process water shall be specific to the requirements and intended use of the proposed system(s) and shall be based on modeling results, if applicable. The water demand shall be presented on a monthly and annual basis.

v. Other indoor demand - Demand from other indoor uses shall be specific to the requirements and intended use of the proposed system(s).

b. Outdoor water demand – shall consist of the demand from irrigation and other outdoor uses.

i. Irrigation demand shall be determined based on the Menlo Park Municipal Code Chapter 12.44 Water-Efficient Landscaping Ordinance.

ii. Demand from other outdoor uses shall be specific to the requirements and intended use of the proposed system(s).

5. The applicant may propose adjustments to the water budget methodology that more accurately reflect specific uses from the project subject to the review and approval by the Public Works Director.

C. <u>Alternate Water Source Assessment</u>

1. The Alternate Water Source Assessment shall include the following:

a. Project background, building size, land use designation, location and applicant information.

b. Description of alternative water source(s) and projected monthly and annual generation rates based on availability and seasonal variability.

c. An annual water budget as described in Section B that quantifies the projected potable water demand, demand of City approved non-potable applications and reduction in total water demand resulting from the use of an alternative water source. The water budget shall include monthly water demand / reduction projections.

d. Proposed method of water treatment and system capacity.

e. Description of the non-potable application(s), distribution method, monthly demand and potable make-up / supplemental needs, if applicable.

f. Conceptual design drawings and flow diagrams.

g. Planned method of system operation, maintenance and monitoring.

h. Compliance with State, San Mateo County and City regulatory requirements.

i. Description of all required permits, permitting process and schedule.

j. Other information as required by the Public Works Director and Community Development Director.

2. Applicants may meet the alternate water source requirements through conservation measures with approval from the City Council.

   a. The conservation plan shall include the following:

      i. Project background, building size, land use designation, location and applicant information.

      ii. Description of conservation measures.

      iii. An annual water budget as described in Section B that quantifies the projected potable water demand, demand of City approved non-potable applications and reduction in total water demand resulting from the conservation measures. The water budget shall include monthly water demand / reduction projections.

      iv. Compliance with the minimum potable water demand reduction requirements.

   b. Approval from the City Council must be obtained prior to certification of building occupancy.

D. Monitoring Requirements

1. Twelve (12) months after the date of the certification of occupancy, the building owner shall submit data and information to the City's Public Works Director sufficient to allow the City to compare the actual water use to the allocation in the approved water budget.

2. In the event that actual water consumption exceeds the water budget, a water conservation program, as approved by the City's Public Works Director, shall be implemented. Twelve (12) months after City approval of the water conservation program, the building owner shall submit data and information sufficient to allow the City to determine compliance with the conservation program. If water consumption exceeds the budgeted amount, the City's Public Works Director may prohibit the use of water for irrigation or enforce compliance as an infraction pursuant to Chapter 1.12 of the Municipal Code until compliance with the water budget is achieved.

CITY OF MENLO PARK

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-059-CC**

Consent Calendar: **Authorize the City Manager to execute an amendment to the agreement with Ignatius Nelson Consulting in the amount of $40,000 for water operator services**

Recommendation

Staff recommends that the City Council authorize the City Manager to execute an amendment to the agreement with Ignatius Nelson Consulting in the amount of $40,000 for water operator services.

Policy Issues

As a water purveyor, the goal of Menlo Park Municipal Water is to provide customers with safe, high-quality drinking water at all times and to comply with drinking water regulations. By amending the existing agreement with Ignatius Nelson Consulting, Menlo Park Municipal Water would continue to receive the services of a consulting water operator to assist staff in ensuring that the system is operated safely while meeting all regulatory standards.

Background

The Menlo Park Municipal Water District provides water to approximately 16,000 customers through 4,300 service connections. The remainder of the City receives water from the California Water Company, the O'Connor Tract Cooperative Water District and the Palo Alto Park Mutual Water Company. Menlo Park Municipal Water purchases 100 percent of its water from the San Francisco Public Utilities and provides water within three service areas. Menlo Park Municipal Water's distribution system consists of 70 miles of water main ranging in diameter sizes from 1-inch to 16-inches, two reservoirs, one pump station, 366 fire hydrants and 1,392 valves. On average, customers consume 2.8 million gallons of water a day.

Analysis

In FY 2017-18, Ignatius Nelson Consulting has been assisting and advising in the execution of Menlo Park Municipal Water 's water quality sampling program. In addition, Ignatius Nelson Consulting assists in managing the Willow/101 Interchange and Chilco Street improvements, and performs inspections to ensure the application of City standards when the water system is impacted. The current agreement amount of $66,500 has been reached. In order to continue contracting for these services through the end of the fiscal year, an amendment of $40,000 is required.

Impact on City Resources

The contract amendment of $40,000 allows for the continuation of services from Ignatius Nelson Consulting for FY 2017-18. The amended contract amount of $106,500 would remain within the budgeted amount for

contract services in the Water fund.

Environmental Review

An environmental review is not 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

There are no attachments

Report prepared by:
Brian Henry, Public Works Superintendent

Reviewed by:
Justin Murphy, Public Works Director

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-061-CC**

Consent Calendar: **Award an on-call construction contract for the Asphalt and Concrete Repair Services to Alaniz Construction, Inc., up to the budgeted amount**

Recommendation

Staff recommends that the City Council award an on-call construction contract to Alaniz Construction, Inc. for the Asphalt and Concrete Repair Services project up to the annual budgeted amount.

Policy Issues

The Project is consistent with the City Council goal of maintaining and enhancing the City's municipal infrastructure and facilities.

Background

The City is responsible for maintaining a total of 96.2 miles of streets. To analyze and identify street sections within the City's network that are most in need of maintenance and rehabilitation, the City uses a Pavement Management System that is approved by the Metropolitan Transportation Commission. As part of this process, Metropolitan Transportation Commission consultants inspect and assess the condition of the City's streets every two years and recommend the reconstruction, resurfacing (grind and overlay) and slurry seal of specific sections. The restoration and repair of these street segments is then included in the City's Capital Improvement Plan.

Street pavement damage, improvement needs and drainage issues are also identified by roadway users and maintenance staff throughout the year. Repair needs that are smaller in scope and don't require the restoration of large street segments are not included in the City's Capital Improvement Plan. Rather, these are addressed by the City's maintenance staff. There are repairs, however, that are larger in scope, have complicated traffic control challenges on busier streets and require additional resources beyond the capabilities of the maintenance staff. For example, tree roots have damaged the roadway on Ravenswood Avenue between El Camino Real and the Caltrain railroad tracks. Although this is a relatively small repair and does not warrant the restoration of the entire street segment, the traffic control requirements to address the damage are complicated and requires more people than the size of the streets maintenance crew. Also, because these types of repair needs are identified sporadically throughout the year and their locations are often in areas outside of the street segments identified and planned for restoration by the Pavement Management System, their repair can be difficult to include as part of the larger Capital Improvement Plan projects. As a result, these repair needs may take longer to address. In some cases, areas in need of repair become worse over time, requiring more expensive restoration measures.

Analysis

To be cost effective, improve the timeliness of street repairs described above and to continue to implement projects that ensure the safety of pedestrians and roadway users, staff developed an Asphalt and Concrete Repair Services contract. By working with a contractor, this agreement gives staff the ability to make asphalt and concrete repairs on projects that are identified throughout the year by the public and maintenance staff. The contract includes the ability to perform both asphalt and concrete work and will be used to restore small street sections before they further deteriorate, construct American Disabilities Act (ADA) compliant curb ramps, and driveways to City property for enhanced bicycle access. A potential project, for example, may include localized street repairs on Laurel St. between Ravenswood and Encinal Avenues where the extent of the work does not warrant the restoration of the full street section. Other projects include the Caltrain railroad tracks and areas on Middlefield Road. With the award of this contract, the work of some of these areas could be scheduled for this summer.

Since the exact scope of work for each repair is currently unknown and will be identified throughout the duration of the construction contract, the quantity and location of the work could not be outlined in the bid package. The bid was therefore based on an on-call scope of services combining overhead and profit percentage, which is typically added by contractors to the cost of a project. Under the terms of the contract, the City will ask the contractor to provide a cost for a project based on one of three agreed upon methods included in the contract (lump sum, line item, or time and material basis) with the contractor's bid overhead and profit percentage applied. The City will decide on which projects to construct and, depending on the type, extent of the work, and urgency, will determine which payment method is most applicable.

Overhead and profit percentages vary, particularly with respect to the contractors workload; economic climate; and risk, type, and scale of a project. Overhead represents the contractor's costs to keep their business operating, and profit is the financial benefit after accounting for the contractors direct and indirect costs. While there is no industry standard, overhead rates run between 5 and 20%. On profits, the Code of Federal Regulations (48 CFR 552.243-71 - Equitable Adjustments) stipulate that a contractor may be entitled to 10% for work under "differing site conditions".

The bid package for this project was advertised on January 19, 2018 and two bids were received on February 21, 2018 (see table below). The low bid was received by Alaniz Construction Inc. with an overhead and profit rate of 24.95%. The second bidder, Golden Bay Construction, Inc, quoted 33.95% for overhead and profit. Considering a profit rate of 10%, the maximum entitlement provided by federal code of regulations, Alaniz Construction's overhead rate would be 13.59%, which is significantly lower than the Golden Bay' Construction's overhead rate of 21.77%.

Contractor	Bid Overhead and Profit Percentage	Profit Percentage[1]	Overhead Percentage[2]
Alaniz Construction, Inc.	24.95%	10%	13.59%
Golden Bay Construction, Inc.	33.95%	10%	21.77%

1) 48 CFR 552.243-71 - Equitable Adjustments.
2) Calculated overhead based on a 10% profit.

Staff has verified the background and references of the low bid contractor, Alaniz Construction, Inc., and is satisfied with its past performance. Once the contract is awarded, the City will begin prioritizing and scheduling projects later in the spring and summer. The number of projects to be implemented every year will depend on the nature of the work, project cost and budgeted amount.

Impact on City Resources

The Asphalt and Concrete Repair Services construction contract budget is $600,000 for up to a period of three years. There is sufficient funding in the Street Resurfacing project budget to fund this work using Gas Tax funds.

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

There are no attachments.

Report prepared by:
Sally Salman, Assistant Engineer

Report reviewed by:
Ken Salvail, Senior Civil Engineer

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STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-066-CC**

Consent Calendar: **Authorize the City Manager to execute a funding and subsequent agreements with the City/County Association of Governments for the Oak Grove Avenue Sidewalk and Green Infrastructure project for a grant amount of $250,000**

Recommendation

Staff recommends that the City Council authorize the City Manager to execute a funding and subsequent agreements with the City/County Association of Governments for the Oak Grove Avenue Sidewalk and Green Infrastructure project for a grant amount of $250,000.

Policy Issues

The proposed project is consistent with the goals, policies and programs included in the General Plan Circulation and Land Use Elements:

- Circulation Element Goal CIRC-2 and Policy CIRC-2.10:
  - Goal CIRC 2: Increase accessibility for and use of streets by pedestrians, bicyclists, and transit riders.
  - Policy CIRC 2.10: Green Infrastructure. Maximize the potential to implement green infrastructure by: a) Reducing or removing administrative, physical, and funding barriers; b) Setting implementation priorities based on stormwater management needs, as well as the effectiveness of improvements and the ability to identify funding; and c) Taking advantage of opportunities such as grant funding, routine repaving or similar maintenance projects, funding associated with Priority Development Areas, public private partnerships, and other funding sources.
- Land Use Element Goal LU-7 and Program LU-7.1:
  - Goal LU-7: Promote the implementation and maintenance of sustainable development, facilities and services to meet the needs of Menlo Park's residents, businesses, workers, and visitors.
  - Program LU-7.1 Green Infrastructure Plan: Develop a Green Infrastructure Plan that focuses on implementing City-wide projects that mitigate flooding and improve storm water quality.

Background

In October 2017, the City submitted an application to the City/County Association of Governments of San Mateo County (C/CAG) for project funding consideration under C/CAG's Safe Routes to School and Green Streets Infrastructure Pilot Program. The goal of the pilot program is to demonstrate that transportation projects that improve pedestrian conditions and connect schools and neighborhoods can be integrated with green infrastructure, which is designed to improve stormwater quality and street drainage. Green

infrastructure, such as curb side storm retention planter areas, helps reduce the pollutants found in the urban environment that enter San Francisco Bay during rain events and mitigate flooding. These systems help maintain the balance of natural drainage systems by capturing, slowing, and absorbing and treating stormwater. With these systems, the volume of stormwater enters waterways over a longer period of time, thereby decreasing flooding and reducing the erosive forces of the water. Green infrastructure can be integrated with sidewalk projects and roadway improvements, and staff is actively identifying candidate projects to meet local and state requirements to incorporate green infrastructure into such projects.

The pilot program requires green infrastructure to be installed within a ½ mile radius of a school and that projects be completed by October 2019. Given these requirements and a maximum of $250,000 grant monies being awarded per project, staff pursued grant funding to provide pedestrian safety improvements along Oak Grove Avenue to improve safety and connectivity to and from Menlo-Atherton High School, transit stops, Church of the Nativity and Nativity Catholic School, Vallombrosa Center and other destinations. This project was identified during development of the Oak Grove-University-Crane Bike Improvement pilot project.

Analysis

Earlier this year, the City received notification that the Oak Grove Avenue Sidewalk and Green Infrastructure project had been selected for the maximum grant amount. The City received the funding agreement from C/CAG to reimburse the City $250,000 of project construction costs (Attachment A). Project improvements include closing existing pedestrian path gaps along both sides of Oak Grove: on the south side between Rebecca Lane and Marcussen Drive, and on the north side between the Church of the Nativity and Nativity Catholic School. Green infrastructure will be interfaced with the pedestrian path.

Execution of this agreement is required to enable C/CAG to reimburse the City for project construction costs. Staff will begin the design process once the agreement is executed and will initiate outreach with the Church of the Nativity and Nativity Catholic School, Vallombrosa Center, Menlo-Atherton High School and other property owners to provide an overview of the design and any potential impacts to parking in the public right-of-way. Per the grant requirements, construction of the project is to be completed by October 2019. The current project schedule would complete design work in 2018 and advertise the project to allow for construction to occur in the summer of 2019. This schedule also corresponds to the one-year trial evaluation of the Oak Grove University Crane Bicycle Improvement project, scheduled for later this year. Additional outreach will be conducted for all property owners along Oak Grove Avenue between Pine Street and Rebecca Lane in spring 2019 to notify stakeholders of upcoming construction and impacts.

Impact on City Resources

The total cost of the project, in the amount of $615,000, including staff time, is budgeted in the current 5-Year Capital Improvement Program (CIP). Per the funding agreement, C/CAG will reimburse the City $250,000 of the construction costs, approximately 48 percent. The City will be responsible for the remaining construction cost, and any additional necessary cost to fully construct the Project.

Environmental Review

The installation of these improvements are categorically exempt under Class 1 of the California Environmental Quality Act Statute and Guidelines. Class 1 allows for minor alterations of existing facilities, including highways and streets, sidewalks, gutters, bicycle and pedestrian access, and similar facilities, as long as there is negligible or no expansion of use.

Public Notice

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

Attachments

A. Funding Agreement Between City/County Association of Governments and the City of Menlo Park

Report prepared by:
Ken Salvail, Senior Civil Engineer

Report reviewed by:
Azalea Mitch, City Engineer

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FUNDING AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF MENLO PARK

This Agreement entered this ___ Day of ____, 201_ by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called "C/CAG," and the City of Menlo Park, hereinafter called "CITY".

WITNESSETH

WHEREAS, C/CAG approved Resolution 17-31 authorizing the Safe Routes to School and Green Streets Infrastructure Pilot Program, including a Call for Projects for awarding competitive grant funding to member agencies; and

WHEREAS, the purpose of the grant program is for C/CAG member agencies to construct demonstration projects that integrate Safe Routes to School improvements with green infrastructure for stormwater management to show cost effective means of making it safer for children to walk and bike to school while simultaneously improving water quality and enhancing communities throughout San Mateo County; and

WHEREAS, the CITY submitted a grant proposal that was approved for funding by the C/CAG Board via Resolution 17-31; and

WHERAS, the C/CAG Board authorized its Chairperson to execute funding agreements with member agencies under the grant program;

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Project to be constructed by CITY.** In consideration of the payments hereinafter set forth, the CITY shall build the proposed project Safe Routes to School/Green Streets Infrastructure Pilot Project approved for grant funding (hereinafter called the "PROJECT") in accordance with the terms, conditions, and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof. C/CAG assumes no ownership, operations, or maintenance obligations in exchange for providing the specified grant payments.

2. **Payments.** In consideration of the CITY building the PROJECT in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payments to CITY for work completed as described in Exhibit A, in a total amount not to exceed $$250,000. Payments are for PROJECT construction costs only; planning, design, permitting, and staff costs are not eligible for reimbursement and do not count toward the local match requirement. Reimbursement requests, including any progress payment requests, shall recognize the required 15% local match component to ensure that C/CAG does not pay more than 85% of the total project construction costs, up to the grant award amount (i.e., after deducting 15% from the total PROJECT construction costs for local match, C/CAG will reimburse CITY for the remaining costs, up to the grant award amount). Reimbursement requests shall include the final PROJECT costs, either as a contractor bid document including any change orders, or an alternate version that details the total project costs. This is to ensure appropriate calculation of local match vs. grant funding, but also to enable C/CAG staff to better evaluate the overall cost effectiveness of integrating Safe Routes to

School improvements with green infrastructure for stormwater management.

3. **Contract Term.** This Agreement shall be in effect as of December 14, 2017 and shall terminate on June 30, 2020; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' written notice to CITY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CITY may request reimbursement for construction costs incurred prior to termination (less 15% local match); however, C/CAG reserves the right to reduce or withhold payment under this paragraph for projects that do not meet the overall intent of the grant program or that do not demonstrate balanced integration of Safe Routes to School and stormwater features.

4. **Submittal of Final Project Design**. To ensure the PROJECT is substantially consistent with the proposed project selected to receive funding via the Call for Projects, the CITY shall submit to C/CAG for concurrence its final PROJECT design prior to initiating a process to either secure a contractor to build the project or before CITY staff or others would begin building the project. C/CAG recognizes there may be revisions between the grant proposal and final project design, but the overall intent is to ensure a comparable project is built consistent with what was submitted under the Call for Projects and for which the CITY was competitively selected to receive grant funding. CITY shall not proceed with building the PROJECT until it receives written concurrence from C/CAG staff that the PROJECT is substantially consistent with the project submitted with the original grant proposal.

5. **Duty to Operate and Maintain.** To ensure the PROJECT continues to function effectively in regard to managing stormwater, supporting Safe Routes to School, and enhancing communities, CITY is required to operate and maintain the PROJECT for the useful life of the facilities. This includes ensuring the green infrastructure portions of the project are regularly kept free of trash, sediment, and debris, vegetation is maintained in a healthy and weed-free condition, and pedestrian and bike infrastructure is kept in safe and functional condition, including curb ramps, any pedestrian actuated signals, signage, or other safety features. Failure to comply with these requirements may impact CITY's ability to receive future grant funding from C/CAG for this PROJECT or other projects.

6. **Relationship of the Parties**. It is understood that this is an Agreement by and between Independent Contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

7. **Non-Assignability.** CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

8. **Hold Harmless/ Indemnity.** CITY shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions resulting from willful misconduct or negligence of CITY or its agents, officers, or employees relating to this Agreement. The duty to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. **Insurance.** CITY or its subcontractors performing the services on behalf of CITY shall not commence work under this Agreement until all insurance required under this section has been obtained. CITY shall furnish C/CAG with Certificates of Insurance evidencing the required

coverage and there shall be a specific contractual liability endorsement extending the CITY's coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: the CITY shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by CITY or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than $1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

		Required Amount	Approval by C/CAG Staff if under $ 1,000,000
a.	Comprehensive General Liability	$ 1,000,000	_____
b.	Workers' Compensation	$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

10. **Non-discrimination**. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

11. **Compliance with All Laws.** Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. CITY shall maintain all required records for five (5) years after C/CAG makes final payments and all other pending matters are closed.

13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. **Notices.** All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

C/CAG: Attn: Reid Bogert, Stormwater Program Specialist
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

CITY: Attn: Angela Obeso, Senior Transportation Planner
City of Menlo Park
701 Laurel St.
Menlo Park, CA 94025

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

City of Menlo Park

By _____ _____
Date

By _____
CITY Legal Counsel

CITY/County Association of Governments (C/CAG)

By _____ 12/14/17
Alicia C. Aguirre Date
C/CAG Chair

C/CAG Legal Counsel

By _____
Nirit Erickson, C/CAG Counsel

EXHIBIT A

SCOPE OF WORK

Safe Routes to School and Green Streets Infrastructure Pilot Program Scope of Work

Jurisdiction: City of Menlo Park

Project Title: Oak Grove Safe Routes to School and Green Infrastructure Improvements Project

Scope of Work (location and description of proposed work as detailed in project proposal):

The project limits extend along Oak Grove Avenue in Menlo Park from Rebecca Lane at the Town of Atherton and Menlo Park border, to about 150 feet east of Pine Street. This Project would complete gaps in the pedestrian network along both sides of Oak Grove resulting in improved safety, accessibility, and connectivity to and from Nativity Catholic School, Menlo Atherton High School and other destinations across the City. The project would provide:

- A curb-separated pedestrian path on the south side of Oak Grove between Rebecca Ln and Marcussen Drive, about 200 feet,
- A path between the Church of the Nativity and Nativity Catholic School on the north side of Oak Grove, about 800 feet, to complete the existing pedestrian gaps.
- Interfaced with the pedestrian path will be green infrastructure in the form of stormwater curb extensions on the north and south sides of Oak Grove as shown in the attached concepts

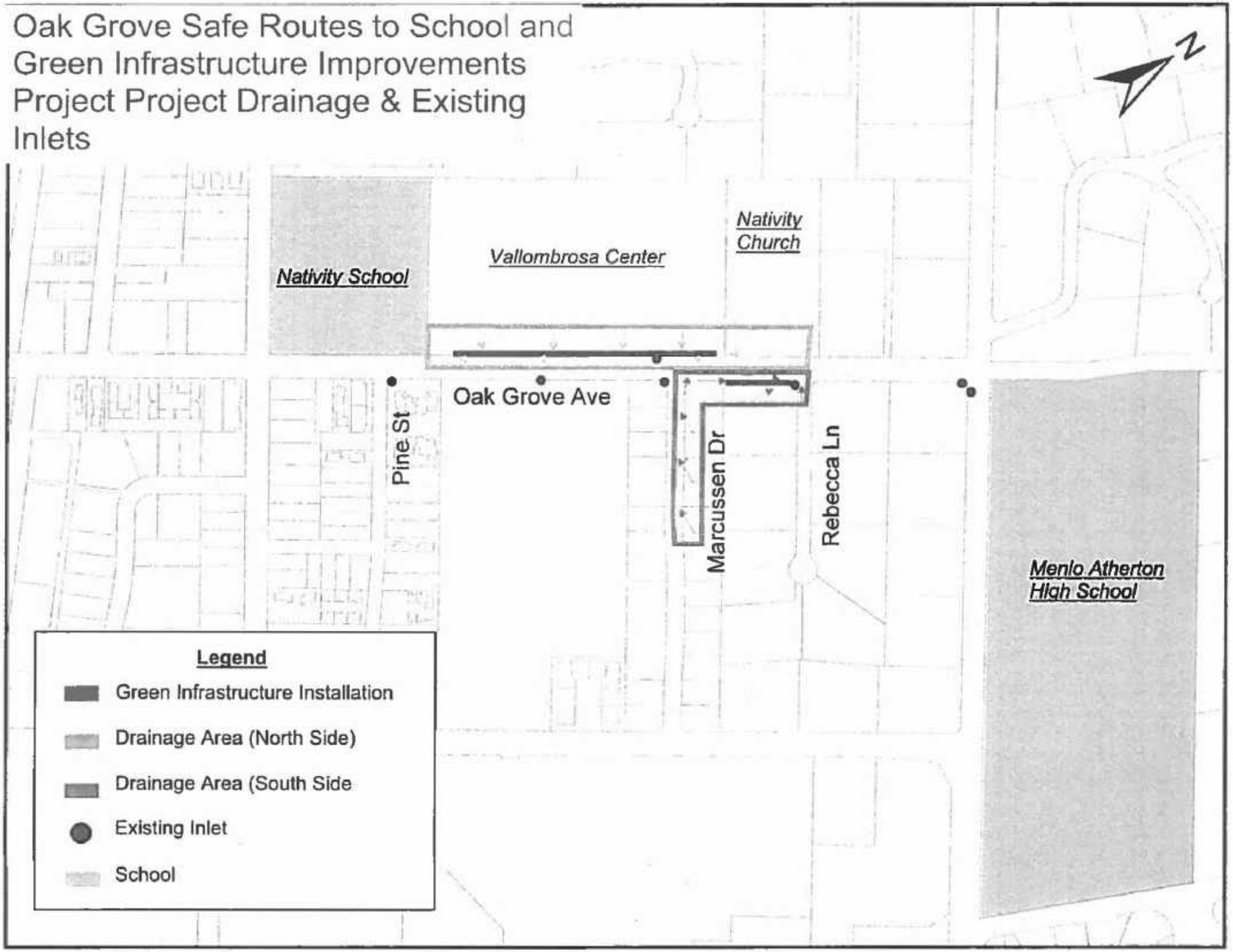
The proposed project will include educational signage.

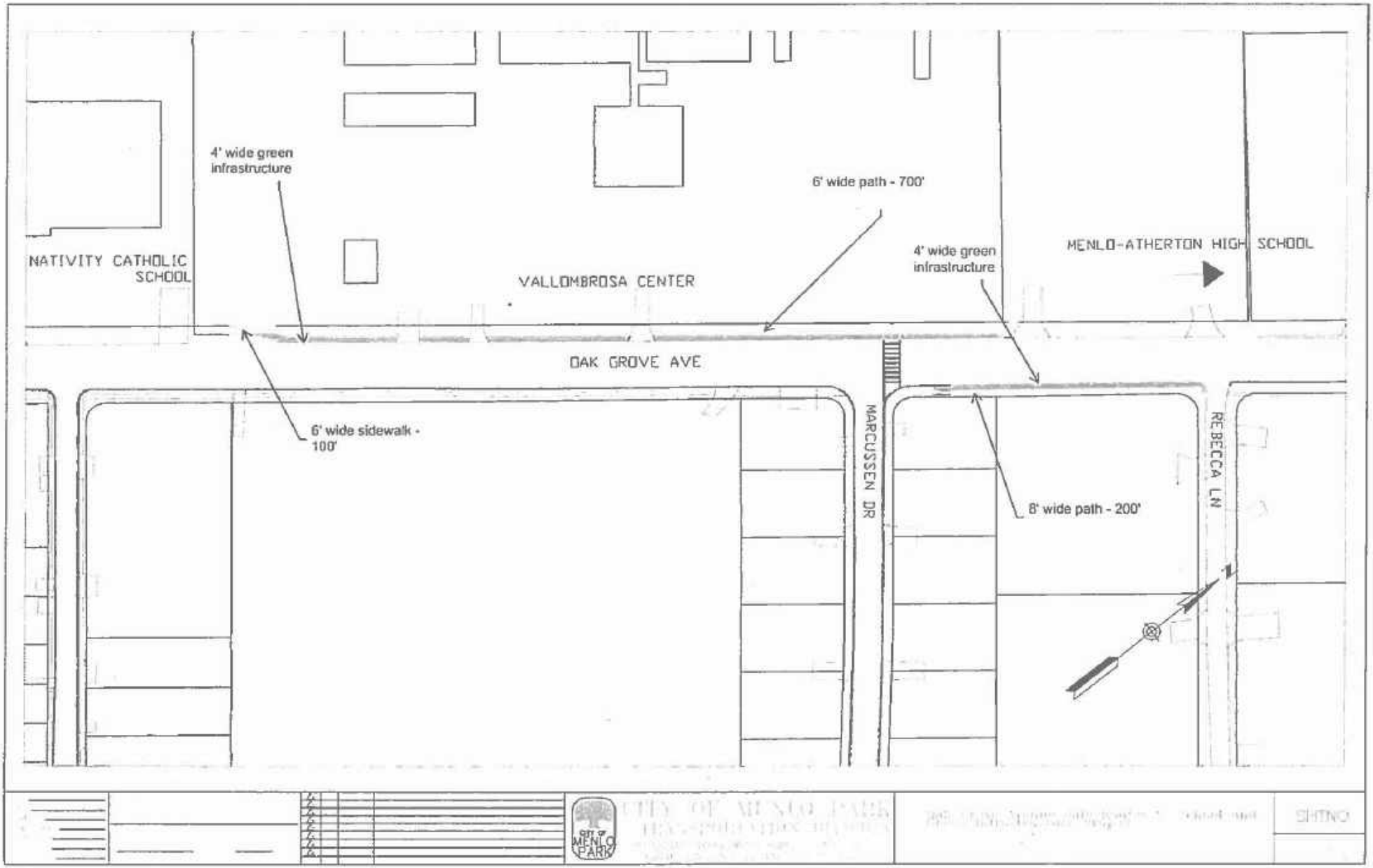
The City of Menlo Park Public Works Department tracks all facilities and maintenance operations to ensure full functionality. The new facilities will be regularly maintained by the Public Works Department to ensure long-term operations are maintained at an acceptable level. The City keeps records of areas where there are complaints by residents, or problems noted by maintenance crews. As part of the best management practices and stormwater program, the City regularly cleans storm drains to prevent trash from getting into the drains and from flowing into the Bay and prevent flooding.

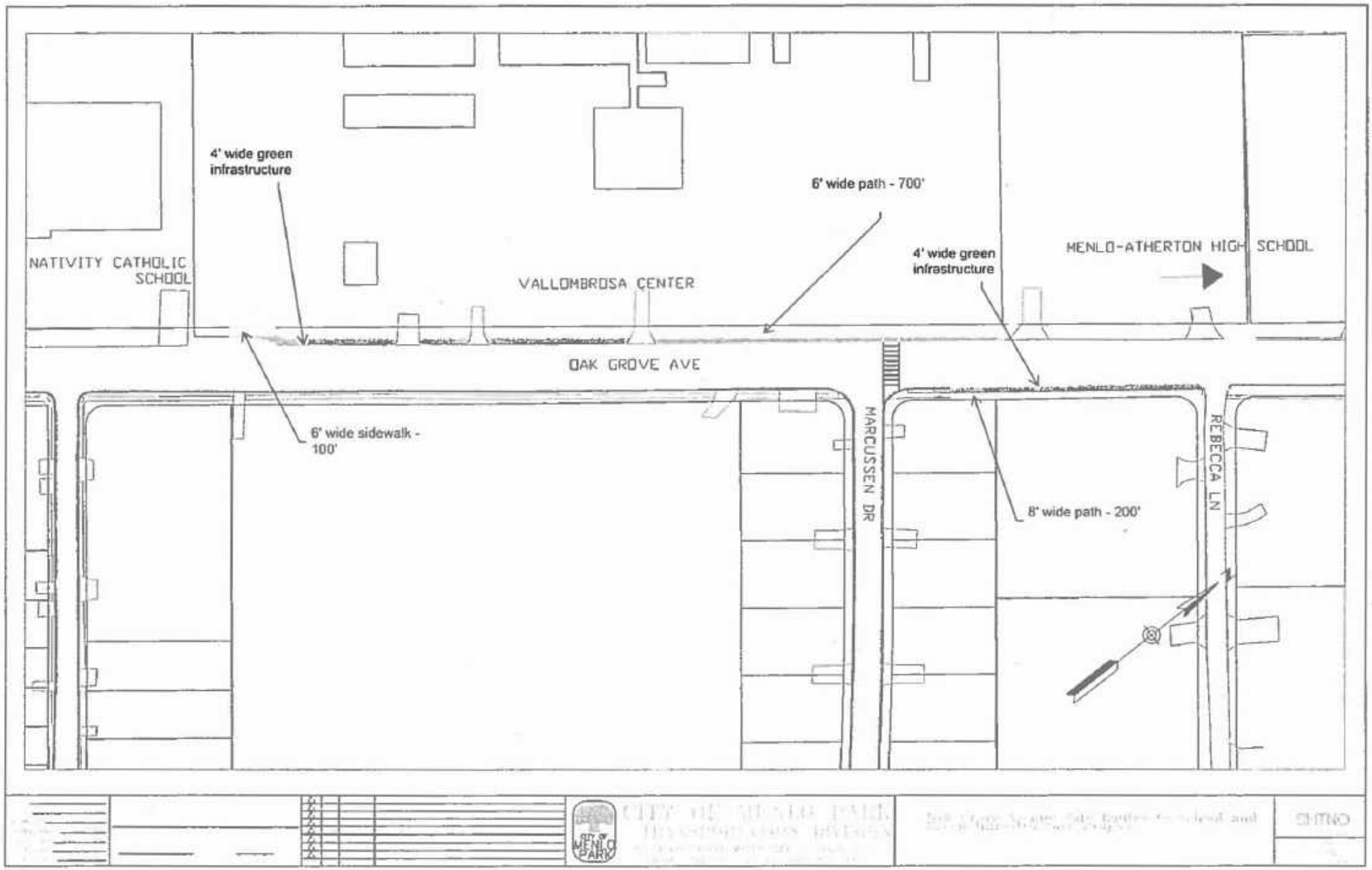
Attachments (proposed project map, design concept, preliminary budget, other supporting documentation):

1. Project Area Map
2. Project Concepts and Sizing Calculations
3. Preliminary Timeline and Cost Breakdown

Oak Grove Safe Routes to School and Green Infrastructure Improvements Project Project Drainage & Existing Inlets




4' wide green infrastructure
6' wide path - 700'
4' wide green infrastructure
NATIVITY CATHOLIC SCHOOL
VALLOMBROSA CENTER
MENLO-ATHERTON HIGH SCHOOL
OAK GROVE AVE
6' wide sidewalk - 100'
MARCUSSEN DR
8' wide path - 200'
REBECCA LN
CITY OF MENLO PARK


4' wide green infrastructure
6' wide path - 700'
4' wide green infrastructure
NATIVITY CATHOLIC SCHOOL
VALLOMBROSA CENTER
MENLO-ATHERTON HIGH SCHOOL
OAK GROVE AVE
6' wide sidewalk - 100'
MARCUSSEN DR
REBECCA LN
8' wide path - 200'

Worksheet for Calculating the Combination Flow and Volume Method

Instructions: After completing Section 1, make a copy of this Excel file for each Drainage Management Area within the project. Enter information specific to the project and DMA in the cells shaded in yellow. Cells shaded in light blue contain formulas and values that will be automatically calculated.

1.0 Project Information

1-1	Project Name	Oak Grove Ave Pedestrian and Stormwater Management Project
1-2	City application ID	
1-3	Site Address or APN	Oak Grove Ave
1-4	Tract or Parcel Map No	
1-5	Rainfall Region	4
1-6	Region Mean Annual Precipitation (MAP)	14.60
1-7	Site Mean Annual Precipitation (MAP)	15

The calculations presented here are based on the **combination flow and volume sizing method** provided in the Countywide Program's C.3 Technical Guidance, Version 4.0. The steps presented below are explained in Section 5.1 of the Guidance, applicable portions of which are included in this file in the sheet named "Guidance from Chapter 5"

Click here for map

1-8 *MAP adjustment factor is automatically calculated as:* 1.00

(The "Site Mean Annual Precipitation (MAP)" is divided by the MAP for the applicable rain gauge, shown in Table 5-3, below.)

Refer to the map in Appendix C of the C.3 Technical Guidance to identify the Rainfall Region for the site.

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1 Name of DMA: Oak Grove Avenue (North Side)

For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.

	Type of Surface	Area of surface type within DMA (Sq. Ft.)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	32,909	1.0	32,909
2-3	Pervious surface	8,606	0.1	861
	Total DMA Area (square feet) =	41,515		

2-4 *Total Effective Impervious Area (EIA)* 33,770 Square feet

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-3. Unit Basin Storage Volumes in Inches for 80 Percent Capture Using 48-Hour Drawdowns, based on runoff coefficient

Region	Station, and Mean Annual Precipitation (Inches)	Runoff Coefficient of 1.0
1	Boulder Creek, 55.9"	2.04"
2	La Honda, 24.4"	0.86"
3	Half Moon Bay, 25.92"	0.82"
4	Palo Alto, 14.6"	0.64"
5	San Francisco, 21.0"	0.73"
6	San Francisco airport, 20.1"	0.85"
7	San Francisco Oceanside, 19.3"	0.72"

3-1 *Unit basin storage volume from Table 5-3:* 0.64

(The coefficient for this method is always 1.0, due to the conversion of any landscaping to effective impervious area.)

3-2 *Adjusted unit basin storage volume:* 0.64 Inches

(The unit basin storage volume [Item 3-1] is adjusted by applying the MAP adjustment factor [Item 1-8].)

3-3 *Required Capture Volume (in cubic feet):* 1,801 Cubic feet

(The adjusted unit basin sizing volume [Item 3-2] is multiplied by the DMA EIA [Item 2-4] and converted to cubic feet)

4.0 Calculate the Duration of the Rain Event

4-1 Rainfall intensity: 0.2 Inches per hour

4-2 Divide Item 3-2 by Item 4-1: 3.20 Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA EIA (Item 2-4)	1,351	Square feet
5-2	Area 25% smaller than Item 5-1 (i.e., 3% of DMA EIA)	1,013	Square feet
5-3	Volume of treated runoff for area in Item 5-2	1,351	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	450	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.44	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from feet to inches	5.33	Inches (Depth of stored runoff in surface ponding area)

6-4 If ponding depth in Item 6-3 meets your target depth (recommend 6"), skip to Item 8-1. If not, continue to Step 7-1.

(Note: Overflow outlet elevation should be set based on the calculated ponding depth.)

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger than Item 5-2	900	**Sq.ft.** (enter larger area if you need less ponding depth.)
7-2	Volume of treated runoff for area in Item 7-1	1,200	**Cubic feet** (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	601	**Cubic feet** (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.67	**Feet** (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from ft. to inches	8.01	**Inches** (Depth of stored runoff in surface ponding area)

7-6 If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth
(Note: Overflow outlet elevation should be set based on the calculated ponding depth.)

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment	900	**Square feet** (Either Item 5-2 or final amount in Item 7-1)

Worksheet for Calculating the Combination Flow and Volume Method

Instructions. After completing Section 1, make a copy of this Excel file for each Drainage Management Area within the project. Enter information specific to the project and DMA in the cells shaded in yellow. Cells shaded in light blue contain formulas and values that will be automatically calculated.

1.0 Project Information

1-1	Project Name	Oak Grove Ave Pedestrian and Stormwater Management Project
1-2	City application ID	
1-3	Site Address or APN	Oak Grove Ave
1-4	Tract or Parcel Map No	
1-5	Rainfall Region	4
1-6	Region Mean Annual Precipitation (MAP)	14.60
1-7	Site Mean Annual Precipitation (MAP)	15

The calculations presented here are based on the **combination flow and volume sizing method** provided in the Countywide Program's C.3 Technical Guidance, Version 4.0. The steps presented below are explained in Section 5.1 of the Guidance, applicable portions of which are included in this file, in the sheet named "Guidance from Chapter 5".

Click here for map

1-8 *MAP adjustment factor is automatically calculated as:* **1.00**

(The "Site Mean Annual Precipitation (MAP)" is divided by the MAP for the applicable rain gauge, shown in Table 5-3, below.)

Refer to the map in Appendix C of the C.3 Technical Guidance to identify the Rainfall Region for the site.

2.0 Calculate Percentage of Impervious Surface for Drainage Management Area (DMA)

2-1 Name of DMA: **Oak Grove Avenue (South Side)**

For items 2-2 and 2-3, enter the areas in square feet for each type of surface within the DMA.

	Type of Surface	Area of surface type within DMA (Sq. Ft.)	Adjust Pervious Surface	Effective Impervious Area
2-2	Impervious surface	12,727	1.0	12,727
2-3	Pervious surface	9,400	0.1	940
	Total DMA Area (square feet) =	22,127		

2-4 *Total Effective Impervious Area (EIA)* **13,667** Square feet

3.0 Calculate Unit Basin Storage Volume in Inches

Table 5-3. Unit Basin Storage Volumes in Inches for 80 Percent Capture Using 48-Hour Drawdowns, based on runoff coefficient

Region	Station, and Mean Annual Precipitation (Inches)	Runoff Coefficient of 1.0
1	Boulder Creek, 55.9"	2.04"
2	La Honda, 24.4"	0.86"
3	Half Moon Bay, 25.92"	0.82"
4	Palo Alto, 14.6"	0.64"
5	San Francisco, 21.0"	0.73"
6	San Francisco airport, 20.1"	0.85"
7	San Francisco Oceanside, 19.3"	0.72"

3-1 *Unit basin storage volume from Table 5-3:* **0.64**

(The coefficient for this method is always 1.0, due to the conversion of any landscaping to effective impervious area.)

3-2 *Adjusted unit basin storage volume:* **0.64** Inches

(The unit basin storage volume [Item 3-1] is adjusted by applying the MAP adjustment factor [Item 1-8].)

3-3 *Required Capture Volume (in cubic feet):* **729** Cubic feet

(The adjusted unit basin sizing volume [Item 3-2] is multiplied by the DMA EIA [Item 2-4] and converted to cubic feet)

4.0 Calculate the Duration of the Rain Event

4-1	Rainfall Intensity	0.2	Inches per hour
4-2	Divide Item 3-2 by Item 4-1	3.20	Hours of Rain Event Duration

5.0 Preliminary Estimate of Surface Area of Treatment Measure

5-1	4% of DMA EIA (Item 2-4)	547	Square feet
5-2	Area 25% smaller than Item 5-1 (i.e., 3% of DMA EIA)	410	Square feet
5-3	Volume of treated runoff for area in Item 5-2	547	Cubic feet (Item 5-2 * 5 inches per hour * 1/12 * Item 4-2)

6.0 Initial Adjustment of Depth of Surface Ponding Area

6-1	Subtract Item 5-3 from Item 3-3	182	Cubic feet (Amount of runoff to be stored in ponding area)
6-2	Divide Item 6-1 by Item 5-2	0.44	Feet (Depth of stored runoff in surface ponding area)
6-3	Convert Item 6-2 from feet to inches	5.33	Inches (Depth of stored runoff in surface ponding area)

6-4 If ponding depth in Item 6-3 meets your target depth (recommend 6"), skip to Item 8-1. If not, continue to Step 7-1.

(Note. Overflow outlet elevation should be set based on the calculated ponding depth.)

7.0 Optimize Size of Treatment Measure

7-1	Enter an area larger than Item 5-2	500	**Sq.ft.** (enter larger area if you need less ponding depth)
7-2	Volume of treated runoff for area in Item 7-1	667	**Cubic feet** (Item 7-1 * 5 inches per hour * 1/12 * Item 4-2)
7-3	Subtract Item 7-2 from Item 3-3	62	**Cubic feet** (Amount of runoff to be stored in ponding area)
7-4	Divide Item 7-3 by Item 7-1	0.12	**Feet** (Depth of stored runoff in surface ponding area)
7-5	Convert Item 7-4 from ft. to inches	1.49	**Inches** (Depth of stored runoff in surface ponding area)

7-6 If the ponding depth in Item 7-5 meets target, stop here. If not, repeat Steps 7-1 through 7-5 until you obtain target depth
(Note: Overflow outlet elevation should be set based on the calculated ponding depth.)

8.0 Surface Area of Treatment Measure for DMA

8-1	Final surface area of treatment	500	**Square feet** (Either Item 5-2 or final amount in Item 7-1)

Menlo Park - Oak Grove Avenue Safe Routes to School and Green Infrastructure Project

Construction Element		SRTS/GI/Both	Quantity	Unit	Unit Cost	Cost	GI/Both Cost	SRTS/Both Cost	Percent GI Cost	Percent SRTS Cost
B/w Rebecca & Marcussen	8' Path (Asphalt)	SRTS	1600	CF	$18.00	$28,800.00		$28,800.00	48.00%	52.00%
	6" Curb	Both	200	LF	$55.00	$11,000.00	$5,500.00	$5,500.00		
	ADA Truncated Domes	SRTS	1	EA	$500.00	$500.00		$500.00		
	Curb Opening Catch Basin	GI	1	EA	$5,000.00	$5,000.00	$5,000.00			
	Modify Existing Storm Drain System	GI	1	EA	$5,000.00	$5,000.00	$5,000.00			
	4" PVC Underdrain System	GI	200	LF	$25.00	$5,000.00	$5,000.00			
	Stormwter Facility Soil Excavation	GI	267	CY	$20.00	$5,333.33	$5,333.33			
	Stormwater Facility Soil Import and Prep (with underdrain)	GI	267	CY	$45.00	$12,000.00	$12,000.00			
	1 Gallon Plants	GI	100	EA	$20.00	$2,000.00	$2,000.00			
	Moisture Barrier	GI	200	LF	$10.00	$2,000.00	$2,000.00			
From Vallombrosa to Nativity	6' Path (Asphalt)	SRTS	4800	CF	$18.00	$86,400.00		$86,400.00		
	Sidewalk	SRTS	600	CF	$20.00	$12,000.00		$12,000.00		
	6" Curb	Both	800	LF	$55.00	$44,000.00	$22,000.00	$22,000.00		
	ADA Ramp	SRTS	1	EA	$7,500.00	$7,500.00		$7,500.00		
	ADA Truncated Domes	SRTS	4	EA	$500.00	$2,000.00		$2,000.00		
	Water Utility Box Relocation	Both	2	EA	$1,200.00	$2,400.00	$2,400.00	$2,400.00		
	Fire Hydrant Relocation	Both	1	EA	$4,000.00	$4,000.00	$4,000.00	$4,000.00		
	Curb Opening Catch Basin	GI	1	EA	$5,000.00	$5,000.00	$5,000.00			
	Modify Existing Storm Drain System	GI	1	EA	$5,000.00	$5,000.00	$5,000.00			
	4" PVC Underdrain System	GI	800	LF	$25.00	$20,000.00	$20,000.00			
	Stormwter Facility Soil Excavation	GI	800	CY	$20.00	$16,000.00	$16,000.00			
	Stormwater Facility Soil Import and Prep (with underdrain)	GI	800	CY	$45.00	$36,000.00	$36,000.00			
	1 Gallon Plants	GI	400	EA	$20.00	$8,000.00	$8,000.00			
	Moisture Barrier	GI	600	LF	$10.00	$6,000.00	$6,000.00			
					Total	$330,933.33	$166,233.33	$171,100.00		

Estimated Project Schedule

April 2018 - Receive Funding
June 2018 - Execute Agreement
July - Begin Final Design and Bid Document Preparation
October - Advertise Project
January 2019 - Award Project
June 2019 - Complete Construction

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-065-CC**

Public Hearing: **Adopt Resolution No. 6429 declaring the vacation and abandonment of a public utility easement at 1049 Almanor Avenue**

Recommendation

Staff recommends that the City Council adopt Resolution No. 6429 declaring the vacation and abandonment of a public utility easement within the property at 1049 Almanor Avenue.

Policy Issues

The City Council is required to go through a three step process in which the final City Council meeting is a Public Hearing when considering authorizing abandonment of Public Utility Easements.

Background

On November 28, 2017, the owner of 1049 Almanor Avenue requested a Use Permit to construct a new two story single-family home. The proposed structure will encroach into an existing 4-foot Public Utility Easements that is subject for vacation pending the Public Hearing.

On January 16, 2018, the City Council adopted Resolution No. 6419, a resolution of intention to abandon the 4-foot Public Utility Easements within the property at 1049 Almanor Avenue setting a date for a public hearing by City Council (scheduled for March, 27, 2018) and referring the matter to the Planning Commission for recommendation.

On March 12, 2018, the Planning Commission reviewed the request for Public Utility Easements abandonment and determined that it was consistent with the City's General Plan. Consequently, the Planning Commission recommended to the City Council that the Resolution to abandon the Public Utility Easements within 1049 Almanor be adopted.

Analysis

The existing 4-foot easement is situated on-site and aligns parallel to Van Buren Road as shown in Attachment B. The easement is adjacent to 6-foot easement creating a total effective the easement of 10 feet. The applicant has obtained approval (no-objection letters) from various utility companies with in the project vicinity including PG&E, AT&T and Menlo Park Municipal Water. The existing easement had previously conveyed a City-owned water main that has since been abandoned and relocated from the premises to Van Buren Road. The 6-foot portion of the easement contains a 6-inch sanitary sewer main owned by West Bay Sanitary District, who has issued a letter indicating no objection to the easement abandonment if and when a new 10-foot sanitary sewer easement is dedicated in its place in a slightly adjusted location four feet closer to Van Buren Road.

Abandonment procedure

The proposed abandonment has gained approval from both City Council (January 16, 2018) and Planning Commission (March 12, 2018) and is subject to a public hearing before adoption. The public hearing is considered the final procedure in the three step process required for authorization of Public Utility Easements abandonments. Should the City Council consider the abandonment favorably, a Resolution ordering the vacation and abandonment of the Public Utility Easements will be recorded.

Impact on City Resources

There is no direct impact on City resources associated with the actions in this staff report. The fee for staff time to review and process the abandonment has been paid by the applicant.

Environmental Review

The proposed street abandonment is Categorically Exempt under Class 5, minor alterations in land use, of the current State of California Environmental Quality Act Guidelines.

Public Notice

Public notification was achieved by publishing a legal notice in The Daily Post on March 16, 2018, and the San Mateo County Times on March 17, 2018, and posting three physical notices (signs) within the project vicinity on March 14, 2018. Additionally, public notification was further achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Resolution No. 6429
B. Easement Exhibit
C. Resolution No. 6419
D. Planning Commission Staff Report

Report prepared by:
Theresa Avedian, Senior Civil Engineer

Report reviewed by:
Nichole H. Nagaya, Assistant Public Works Director

Draft 3/27/2018

RESOLUTION NO. 6429

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK DECLARING THE VACATION AND ABANDONMENT OF PUBLIC UTILITY EASEMENT AT 1049 ALMANOR AVENUE

WHEREAS, on January 16, 2018, the City Council of the City of Menlo Park adopted Resolution No. 6419 declaring the intention of the City to abandon the Public Utility Easement within the property at 1049 Almanor Avenue.

WHEREAS, the Planning Commission of the City of Menlo Park held a public hearing on this subject on March 12, 2018, to consider the aforementioned proposed abandonment and has reported to the City Council that said proposed abandonment conforms with the City's General Plan and has recommended that it be abandoned as proposed; and

WHEREAS, a public hearing was held before the City Council of the City of Menlo Park regarding the foregoing matter on March 27, 2018; and

WHEREAS, notice of said public hearing was duly made by publication, mailing, and posting as required by law, and proof thereof is on file with the City Clerk of the City of Menlo Park; and

WHEREAS, no protests were filed with or received by said City Council; and

WHEREAS**,** the City Council finds that the public convenience and necessity require that utility easements be reserved within the area to be vacated.

IT APPEARING to the City Council of the City of Menlo Park that the Public Utility Easement should be abandoned for the reason that they are no longer needed and it would allow the Applicant to proceed with the construction of the proposed housing unit and associated site improvements, and that public convenience, necessity, and the best interests of the residents of Menlo Park will be served by such abandonment.

NOW, THEREFORE, the City of Menlo Park, acting by and through its City Council, having considered and been fully advised in the matter and good cause appearing therefore,

BE IT AND IT IS HEREBY RESOLVED by the City of Menlo Park

A) that said City Council does hereby abandon, to the full extent permitted by law, the Public Utility Easement within the property at 1049 Almanor Avenue, described on the legal plats, Exhibit B, attached hereto and by the legal description of said public utility easement on file in the Engineering Division, and said Exhibits and legal descriptions are incorporated herein and made a part hereof; and

B) that said abandonment is consistent with the General Plan; and

C) that said abandonment is exempt under current California Environmental Quality Act Guidelines.

I, Clay J. 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 City Council on this twenty-seventh day of March, 2018, 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 Council on this twenty-seventh day of March, 2018.

_____
Clay J. Curtin, Interim City Clerk

RESOLUTION NO. 6419

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK DECLARING THE INTENTION OF SAID CITY TO ABANDON A PUBLIC UTILITY EASEMENT AT 1049 ALMANOR AVENUE

WHEREAS, the City of Menlo Park, acting by and through its City Council, has considered the abandonment of the public utility easement within the property at 1049 Almanor Avenue as shown in Exhibit A, which is attached and made apart thereto; and

WHEREAS, the Planning Commission will hold a public hearing on this subject on February 26, 2018, as required by law to notify property owners and to determine whether the proposed abandonment is consistent with the City's General Plan; and

WHEREAS, the City Council of the City of Menlo Park will hold a public hearing on March 27, 2018, at approximately 7 p.m. as required by law, to determine whether said public utility easement shall be abandoned.

NOW, THEREFORE, BE IT RESOLVED that a Resolution of Intention of the City Council of the City of Menlo Park, is hereby established, to consider the abandonment of the public utility easement within the property at 1049 Almanor Avenue.

I, Clay J. 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 City Council on this sixteenth day of January 2018, by the following votes:

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City Council on this sixteenth day of January 2018.

Clay J. Curtin, Interim City Clerk

EXHIBIT A

CHAPPELL SURVEYING SERVICES
Land Surveying • Subdivision Mapping
Topographic Mapping • ALTA Mapping
Laser Scanning • Aerial Mapping • GPS
Agricultural Mapping • GIS Mapping

CSS Job No: 2017006

EXHIBIT "A"
LEGAL DESCRIPTION
10' WIDE EASEMENT

All that certain real property situate in the City of Menlo Park, County of San Mateo, State of California being a portion of Lot 21 and a portion of Lot 22 as said Lots are located in Block 38 as said Lots and said Block are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County and being more particularly described as follows:

BEGINNING at the Southerly corner of said Lot 22; thence North 53°40'00" West, coincident with the Southwesterly line of said Lot 22 and the Southwesterly line of said Lot 21, a distance of 114.00 feet to a point that bears South 53°40'00" East, 6.00 feet from the Westerly corner of said Lot 21; thence North 36°20'00" East along a line that is parallel with and 6.00 feet Southeasterly from the Northwesterly line of said Lot 21, a distance of 10.00 feet; thence South 53°40'00" East, 114.00 feet to a point on the Southeasterly line of said Lot 22; thence South 36°20'00" West, coincident with the said Southeasterly line, 10.00 feet to the POINT OF BEGINNING.

END OF DESCRIPTION

See Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

Brett Chappell

Brett J, Chappell
Professional Land Surveyor
License Number: 7547

1/9/2018
Date:

LICENSED LAND SURVEYOR
BRETT J. CHAPPELL
EXP. 12-31-19
NO. 7547
STATE OF CALIFORNIA

680 Esther Way, Oakdale, CA 95361
O:209-845-9694 email: survey@garlic.com

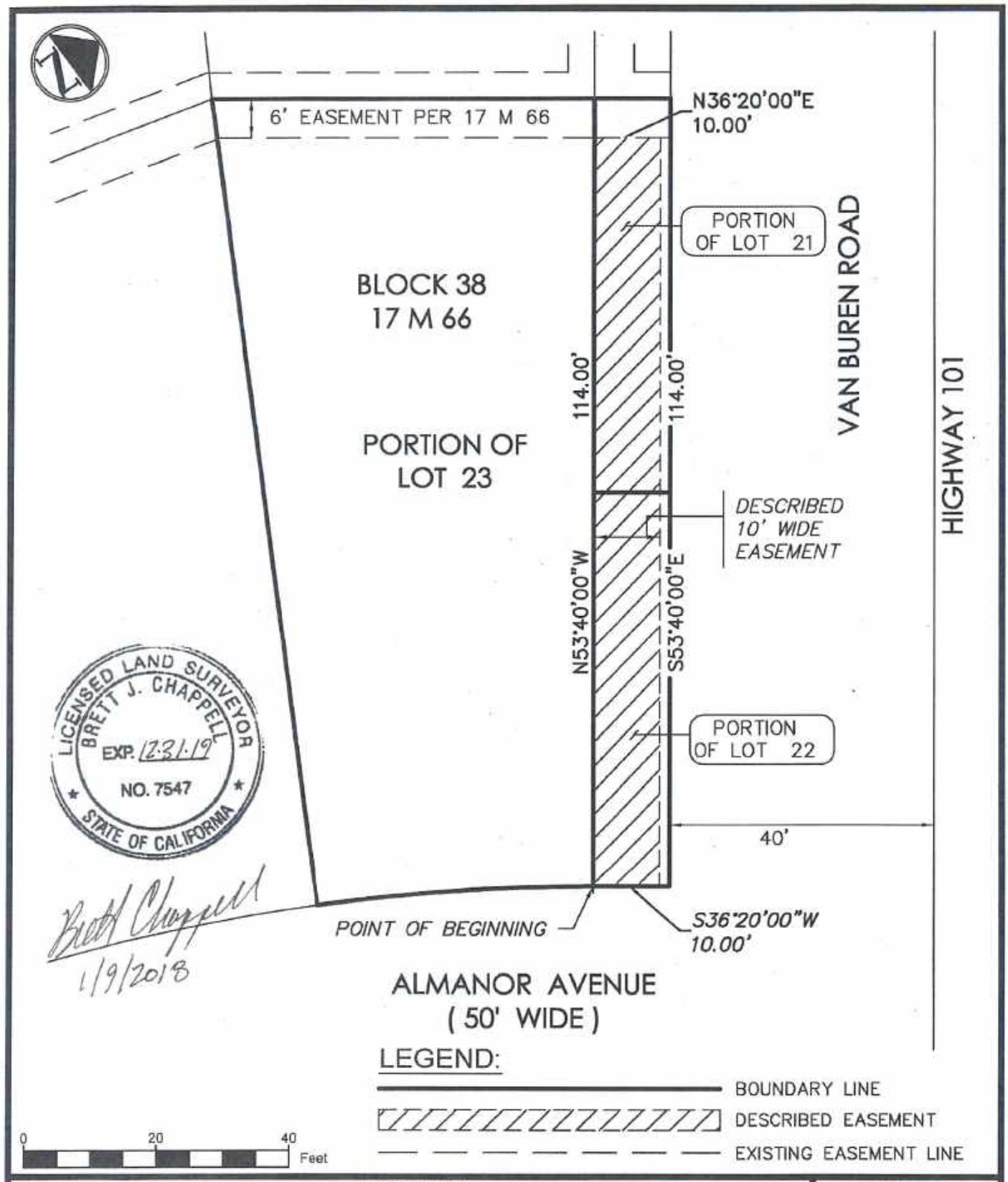


EXHIBIT "B"
10' WIDE EASEMENT DESCRIPTION

CHAPPELL SURVEYING SERVICES
LAND SURVEYING
GEOGRAPHIC INFORMATION SYSTEMS

680 Esther Way
Oakdale, CA 95361
(209) 845 9694

Job No. 2017006
By BJC
Ck By BJC
Date 1/9/2018
Scale: 1"=20'
Sheet 1 of 1

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EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT VACATIONS

Vacation #1

The "6' Easement" being the Southwesterly 6.00 feet of Lot 22 as said Lot and said Easement are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County.

Vacation #2

The "6' Easement" being the Southwesterly 6.00 feet of Lot 21 bounded Northwesterly by a line parallel with and 6.00 feet Southeasterly from Northwesterly line of said Lot 21 as said Lot and said Easement are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County.

Vacation # 3

The "4' Easement" being the Northeasterly 4.00 feet of Lot 23 bounded Northwesterly by a line parallel with and 6.00 feet Southeasterly from Northwesterly line of said Lot 23 as said Lot and said Easement are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County.

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Brett Chappell

Brett J, Chappell
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License Number: 7547

1/9/2018
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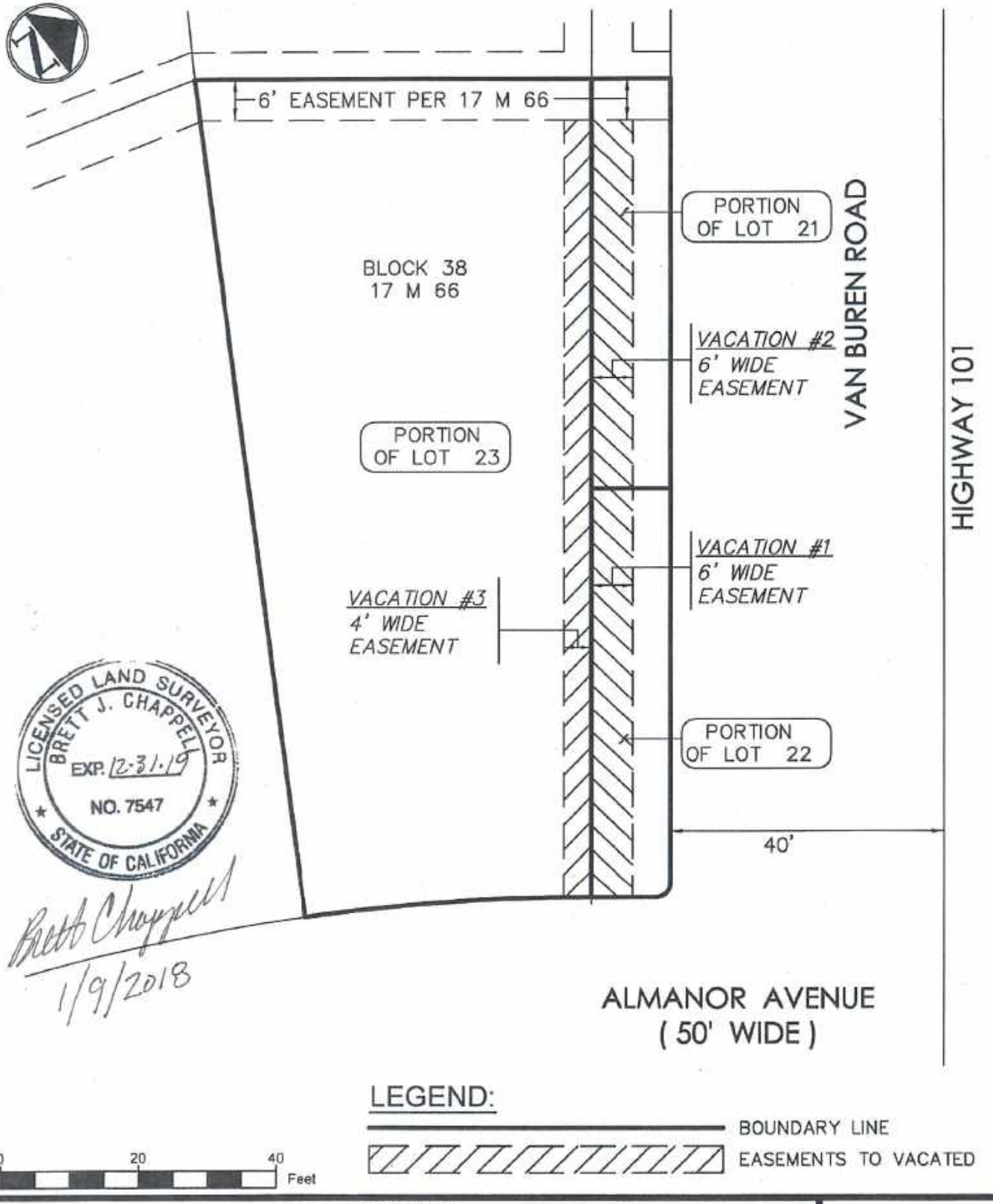

LICENSED LAND SURVEYOR
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NO. 7547
STATE OF CALIFORNIA

Brett Chappell
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Sheet 1 of 1

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RESOLUTION NO. 2018-01

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MENLO PARK DETERMINING THAT ABANDONMENT OF THE PUBLIC UTILITY EASEMENTS ON 1049 ALMANOR AVENUE IS CONSISTENT WITH THE GENERAL PLAN

WHEREAS, the Planning Commission of the City of Menlo Park has considered the abandonment of public utility easements at 1049 Almanor Avenue as required for the development of a new two-story single-family residence located in the R-1-U zoning district; and

WHEREAS, the Planning Commission has held a public meeting on this subject on March 12, 2018, as required by law, having provided public notification by publishing a legal notice in the local newspaper and notification of property owners and occupants within a 300-foot radius of the subject property;

WHEREAS, the Planning Commission of the City of Menlo Park has determined that said abandonments are consistent with the General Plan in that alternate easements for specific utility companies have been provided and there has been no objections to the abandonment proposal; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Menlo Park hereby recommends that the public utility easements of 1049 Almanor Avenue, as shown in attached Exhibit A, to be abandoned as proposed.

I, Arlinda Heineck, do hereby certify that the above and foregoing Resolution was duly and regularly passed and adopted by a majority of the total voting members of the Planning Commission of the City of Menlo Park at a meeting held by said Commission on the 12th day of March, 2018, by the following vote:

AYES:	Commissioners:	Barnes, Combs, Goodhue, Onken, Riggs, Strehl
NOES:	Commissioners:	Kahle
ABSTAIN:	Commissioners:	None
ABSENT:	Commissioners:	None

I further certify that the foregoing copy is a true and correct copy of the original of said resolution on file in the office of the Community Development Department, City Hall, Menlo Park, California.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City this 12th day of March, 2018.

Arlinda Heineck

Arlinda Heineck
Community Development Director
City of Menlo Park

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Land Surveying • Subdivision Mapping
Topographic Mapping • ALTA Mapping
Laser Scanning • Aerial Mapping • GPS
Agricultural Mapping • GIS Mapping

CSS Job No: 2017006

RECEIVED
JAN 25 2018
CITY OF MENLO PARK
BUILDING DIVISION

EXHIBIT "A"
LEGAL DESCRIPTION
EASEMENT VACATIONS

Vacation #1

The "6' Easement" being the Southwesterly 6.00 feet of Lot 22 as said Lot and said Easement are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County.

Vacation #2

The "6' Easement" being the Southwesterly 6.00 feet of Lot 21 bounded Northwesterly by a line parallel with and 6.00 feet Southeasterly from Northwesterly line of said Lot 21 as said Lot and said Easement are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County.

Vacation # 3

The "4' Easement" being the Northeasterly 4.00 feet of Lot 23 bounded Northwesterly by a line parallel with and 6.00 feet Southeasterly from Northwesterly line of said Lot 23 as said Lot and said Easement are shown on that certain Subdivision Map entitled Newbridge Park Map No. 4, recorded October 14, 1929 in the office of the recorder for said San Mateo County.

END OF DESCRIPTION

See Exhibit "B" attached hereto and made a part hereof.

This description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyor's Act.

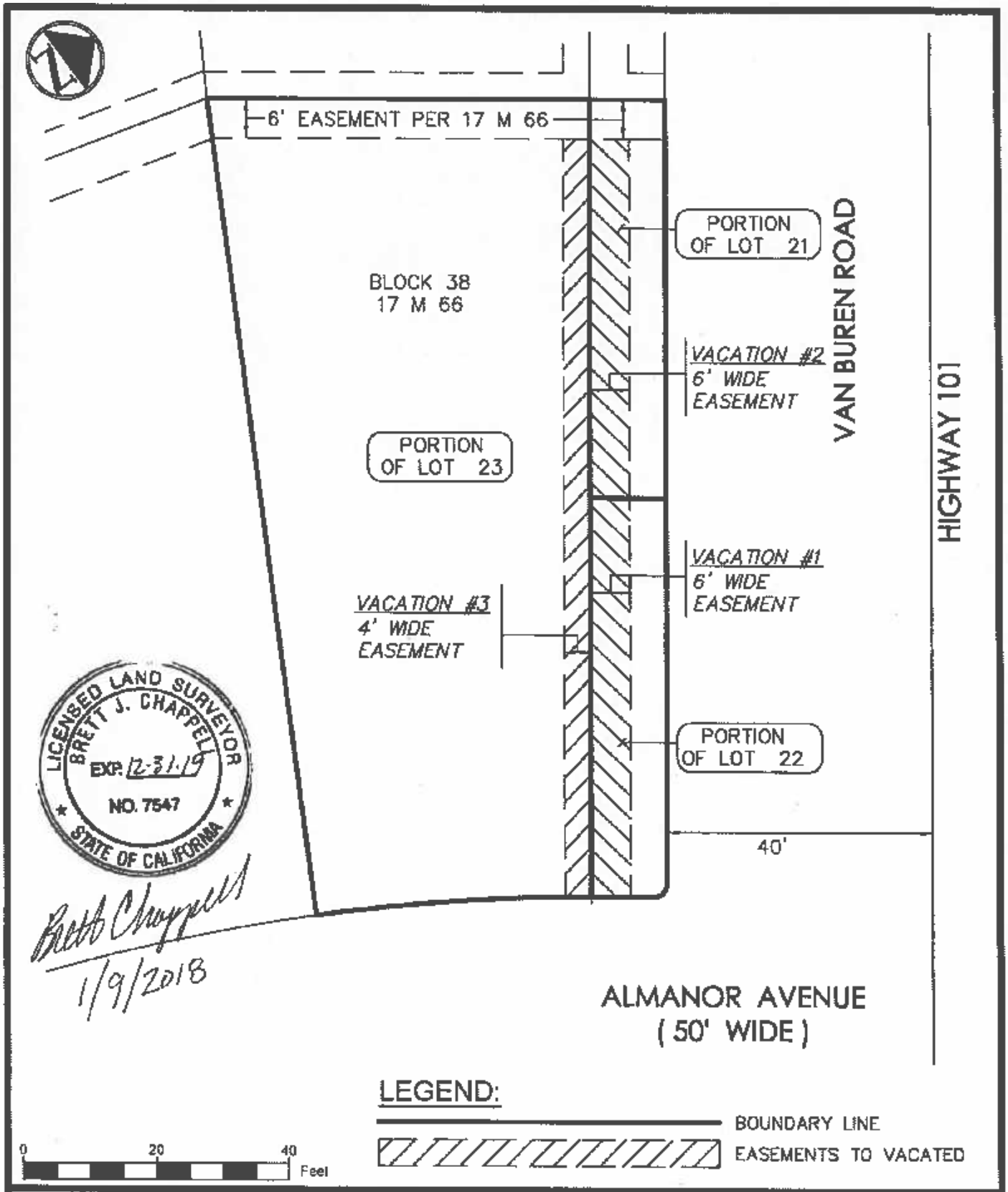
Brett Chappell

Brett J, Chappell
Professional Land Surveyor
License Number: 7547

1/9/2018
Date:

680 Esther Way, Oakdale, CA 95361
O:209-845-9694 email: survey@garlic.com

H2



LICENSED LAND SURVEYOR
BRETT J. CHAPPELL
EXP: 12-31-19
NO. 7547
STATE OF CALIFORNIA

Brett Chappell
1/9/2018

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GEOGRAPHIC INFORMATION SYSTEMS

680 Esther Way
Oakdale, CA 95361
(209) 845 9694

Job No. 2017006
By BJC
Ck By BJC
Date 1/9/2018
Scale: 1"=20'
Sheet 1 of 1

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RECEIVED
JAN 26 2018
CITY OF MENLO PARK
BUILDING DIVISION

CSS Job No: 2017006

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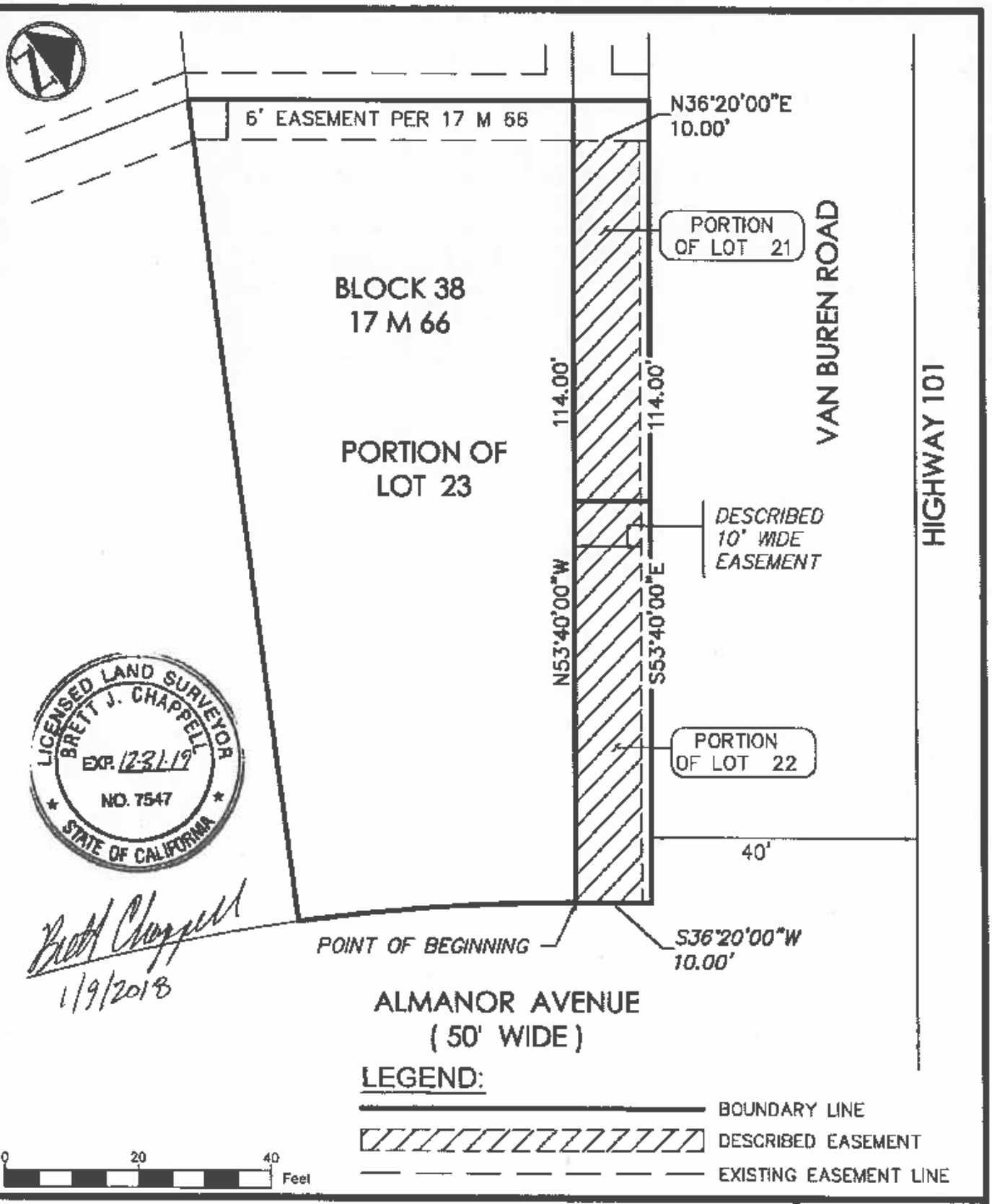
H4



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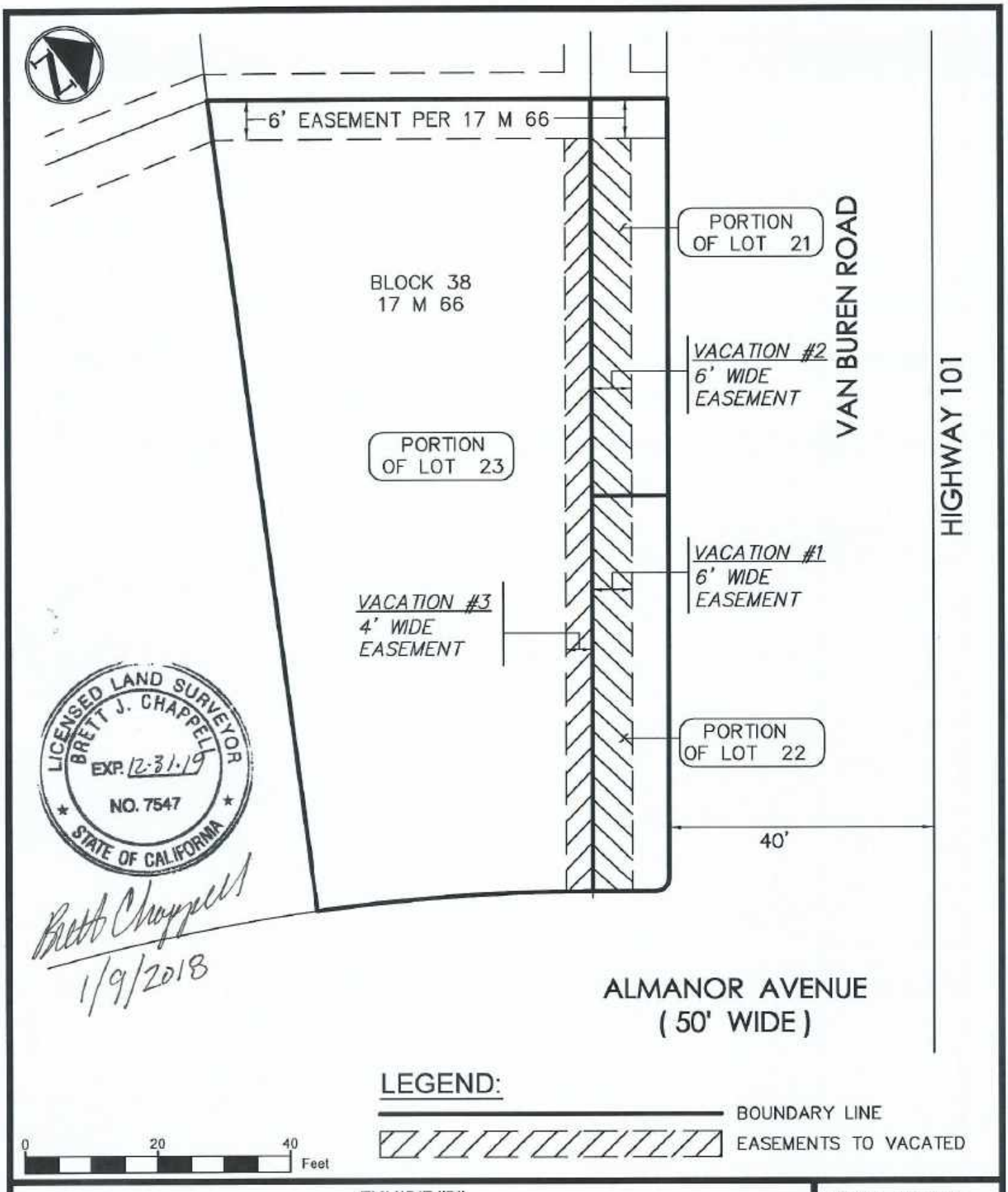

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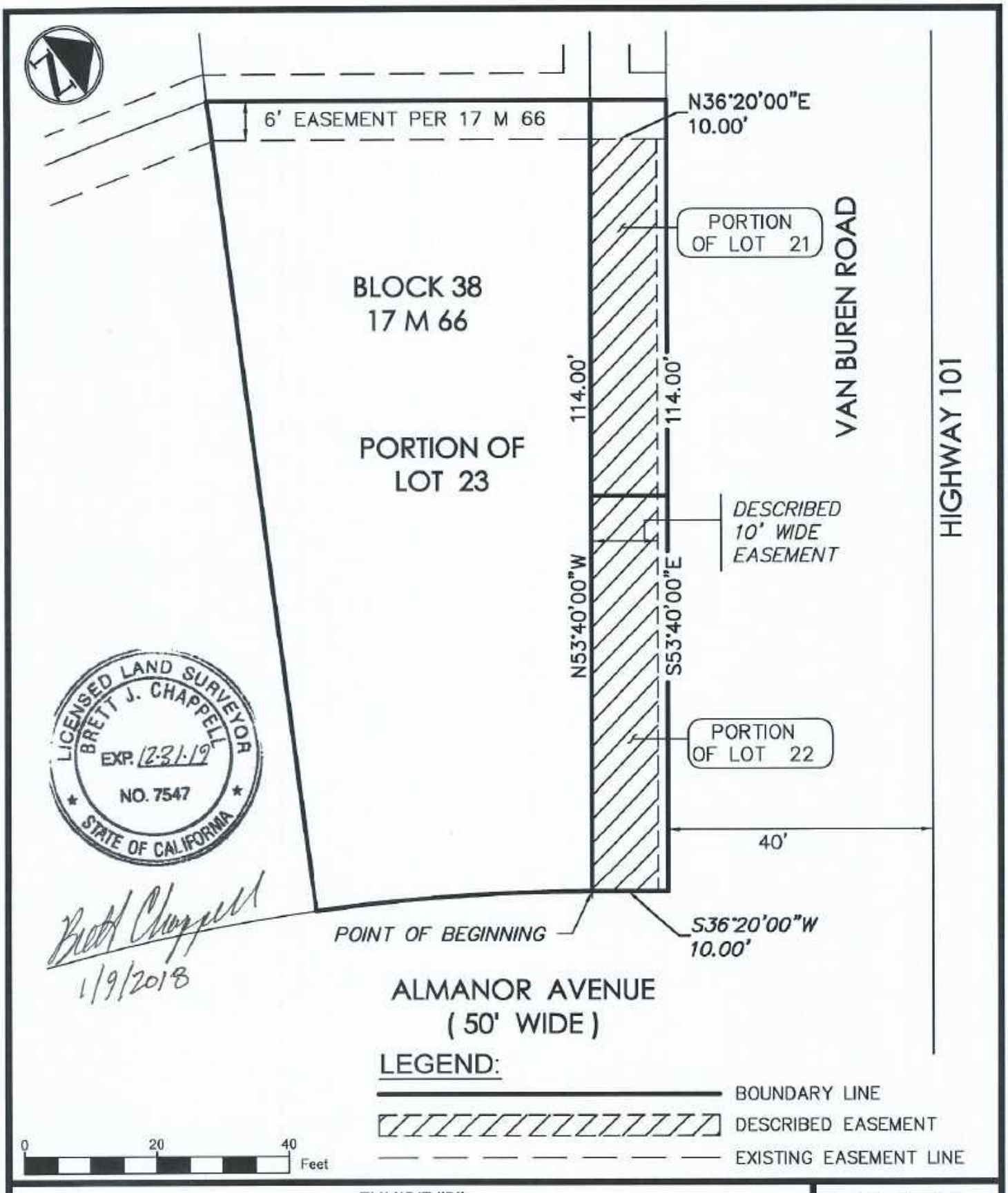

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Sheet 1 of 1

STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-069-CC**

Public Hearing: **Review and provide direction on a proposed ballot measure for an enabling city charter for the November 2018 election**

Recommendation

Staff recommends that the City Council conduct a public hearing to receive public input and then provide direction on a proposed ballot measure for an enabling city charter.

Policy Issues

Becoming a charter city would permit Menlo Park to exert control over municipal affairs in the interests of the community. Local control has long been a priority for Menlo Park. Given the State's increased incursion into municipal affairs in recent years, transitioning to a charter city would put Menlo Park in a better position to protect local control. Becoming a charter city would permit Menlo Park to exert control over municipal affairs in the interests of the community. Local control has long been a concern of Menlo Park. Given the State's increased incursion into areas of municipal affairs in recent years, transitioning to a charter city would put Menlo Park in a better position to protect local control. Under the proposed charter, the City Council would have authority to regulate city affairs through the adoption of ordinances without voter approval as the proposed charter is an enabling charter, rather than a restrictive charter limiting variation from State law only as specified in the voter approved charter.

Background

Menlo Park is currently a general law city subject to State restrictions even in the area of "municipal affairs." Over the years, Menlo Park has wanted to pursue certain initiatives that were only available to charter cities. Most recently, both residents and the City Council have expressed a desire to examine other types of voting systems currently not available to general law cities. To avail itself of other types of voting systems and/or a hybrid district/at large voting process, Menlo Park would need to become a charter city.

To become a charter city, a city must adopt a charter. Adoption of a charter requires a vote of the people.[1] Once a charter is adopted it operates as a local "constitution." Like the federal and state constitutions, a charter may only be adopted, amended, or repealed by a majority vote of a city's residents.

Charter cities have more authority over their municipal affairs. Charter cities also have greater flexibility in government operations as they are not bound by certain state requirements and are free to devise their own processes. A charter city has more options when considering how to handle a number of municipal affairs. This includes, but is not limited to, the following:

[1] Cal. Const., Art XI, §3(a).

- Construction and maintenance contracting[2]
- Land use
- City finances
- City government structure
- Elections

Notwithstanding these advantages, there are several limitations and safeguards on a charter city's powers. In particular, a charter city's decision-making authority is specifically limited to only municipal affairs and does not extend to matters of "statewide concern." Generally speaking, a matter of statewide concern is something that is determined, by the courts, to be of importance to the entire state. In those cases, state law preempts local regulations. For example, many traffic regulations are matters of statewide concern. A charter city would not be able to adopt local traffic regulations that would conflict with those enacted by the Legislature.

Attached is a chart published by the League of Cities comparing the key characteristics of general law and charter cities (Attachment A). The City Attorney has annotated this chart to show the impact to Menlo Park in each of these key areas of local concern. Given the current encroachment into local control by both the legislature and courts, the distinctions between general law and charter cities is probably at an all-time low. That said charter city status can provide flexibility in key areas (currently or in the future) with little downside risk.

On January 16, 2018, the City Council discussed the process for adopting a charter utilizing the traditional process of a charter commission or committee. The timeline for utilizing a committee would preclude a November 2018 election. On February 13, 2018, the City Council discussed adopting a simpler enabling charter and unanimously directed the City Attorney to draft an enabling charter (Attachment B). Under this approach, the charter would reserve maximum municipal affairs authority to the City Council. The City Council would then have a framework in place where additional provisions could be added through amendment to the Charter or by ordinance. Charter amendments may be proposed by the City Council but must be approved by the voters. The City Council, or the voters through a ballot initiative, may adopt ordinances implementing the charter. Any implementing ordinance adopted by the City Council would go through a standard two meeting process and would be subject to voter referendum.

Analysis

Initial drafting decision: How much detail should a charter contain?

A city charter can be as simple or complex as the City Council desires. At a minimum the charter must contain an enabling provision declaring autonomy over local affairs. This provision typically references the California constitutional provision that permits cities to adopt charters authorizing local control.[3] The proposed charter contains the following enabling provision:

> *"Section 100 Powers of City: The City of Menlo Park shall have full power and authority to adopt, make, exercise and enforce all legislation. laws, and regulations, and to take all actions relating to municipal affairs, without limitation, which may be lawfully adopted, made, exercised, taken or enforced, under the Constitution of the State of California."*

[2] Historically, many cities adopted charters in order to avoid payment of prevailing wages for public works projects. A recent State law (SB 7) took away this incentive by withholding certain State grant money from charter cities that exempted public works projects from prevailing wage requirements.

[3] Cal. Const., Art. XI, Section 5.

The effect of this provision is to give the City Council authority to later adopt ordinances and regulations in any all areas of municipal affairs. Until the City actually adopts those implementing ordinances, however, the general laws of the State continue to apply. As the City can only exercise local control over municipal affairs, matters of statewide concern are not impacted by the adoption of a charter and will also continue to be governed by State law.

Some cities expressly limit their local affair authority in response to the public's concern that the City Council will abuse its power. For example, one charter enacted in the 1950s contained a provision that required public bidding for all public works contracts over $5,000. At the time that threshold amount may have been reasonable, but economic conditions quickly outpaced it making this provision unduly cumbersome. In drafting a charter, there are risks of both being too prescriptive and not being prescriptive enough. On the one hand, rules built into the charter can provide protection against abuse, but at the same time be unduly restrictive over time when circumstances change. Thus limiting language should be carefully evaluated to ensure an appropriate amount of flexibility for the future.

Summary of other key charter provisions

In addition to the enabling provision(s), most charters also contain additional provisions listing and defining a city's scope of authority in the various areas of municipal concern, such as elections, government structure, police force, public contracting and land use. There is no requirement for the Charter to list or enumerate those specific municipal powers but they provide a transparent summary of a city's powers. In addition to the enabling provisions, the proposed Menlo Park charter contains six additional substantive articles: form of government, fiscal matters, revenue retention, land use regulation, elections, and fines and penalties. These provisions are discussed below.

Article 2. Form of Government

This article codifies Menlo Park's longstanding form of government: the Council-Manager form of government. This is the most common form of government in California. In this form of government, the elected City Council is the policymaking and governing body of the city. The City Council hires the professional manager to carry out the policies it establishes. The City Council provides legislative direction while the manager is responsible for day-to day administrative operations of the city based on the City Council's policy input.

Article 3. Fiscal Matters

This article of charter provides a charter city with significant advantages over a general law city. Charter cities may adopt their own purchasing and bidding processes and are not required to rely on sometimes antiquated policies adopted by the State. For instance, charter cities can more easily enter into design/build contracts, need to award to the lowest bidder if there are legitimate concerns about performance ability and may more readily take advantage of innovative procurement methods. Historically, charter cities were not required to pay prevailing wages on public works construction projects. However, effective 2014 the Legislature adopted SB 7 which withheld state grants and financing for construction projects built by a charter city that had prevailing wage exemptions.[4] Since that bill, all charter cities have either rescinded or modified any charter provision calling for a prevailing wage exemption. In recognition of the current state of the law (and the likelihood that charter cities will continue to be incentivized to pay prevailing wages), Article 3 clarifies that Menlo Park will abide by the prevailing wage laws (Cal. Labor Code §1770 et seq.).

[4] Cal. Labor Code §1782(a) (SB 7) provides in relevant part: A charter city shall not receive or use state funding or financial assistance for a construction project if the city has a charter provision or ordinance that authorizes a contractor to not comply with the provisions of this article on any public works contract.

Charter cities are also permitted to charge documentary transfer taxes in amounts that exceed those permitted by general law cities. Of course any such tax would be subject to voter approval.

Article 4. Revenue Retention
During economic downturns, the State has attempted to "claw back" certain local revenues. Thus it is common to have a revenue protection provision in a Charter. It does not provide complete protection from State incursion, but there is little downside potential of including this provision.

Article 5. Land Use Regulation
The state Legislature and courts have taken away much of the local control in the area of land use. For example, the State has included charter cities in laws governing housing and zoning, which used to be considered municipal affairs. Courts too are more likely to find state imposed zoning laws applicable to charter cities. There are still a few areas in the land use arena where being a charter city could help improve city processes. For instance, general law cities may only amend their General Plan two times a year, whereas charter cities currently are exempt from this requirement.

Article 6: Elections
Like government structure, elections are considered a municipal affair. The City Council had discussed exploring alternative voting systems that could only be implemented if Menlo Park adopted a charter. Because it will take additional time to explore and implement those methods, staff has proposed a provision that clarifies the City has the power to enact election laws, but State election law will govern elections until local laws are enacted. This provision does not commit the City to a particular voting method, such as ranked choice or cumulative voting. The City could have a community discussion about different voting methods and then implement by ordinance a new method without going back to the voters for a charter amendment. This outreach process could involve formation of an election committee. (Of course any such ordinance would be subject to voter referendum.)

One member of the public has suggested incorporating a separate election provision that codifies the City Council's ultimate decision on five or six districts. (Attachment C.) That provision could also be added to Article 6 in the proposed charter. In addition, the commenter suggested adding a provision stating "Except as expressly set forth in this charter, the general law set forth in the Constitution of the State of California and the laws of the State of California shall govern the operations of the City of Menlo Park." The City Attorney does not recommend including this provision as it appears to nullify all charter power and a court could find that Menlo Park's charter was illusory. Rather, if the City Council is not comfortable in placing a broad enabling charter on the ballot but wants to consider proceeding with a charter adoption process, we would recommend the City Council establish a charter committee to make recommendations on the content of a more robust charter to be placed on a future ballot, possibly 2020. Such a process would take staff and City Attorney resources and would be a more significant undertaking.

Article 7: Fines and Penalties
General law cities are limited in the amounts of fines and penalties they can charge for certain violations. Thus it is common to see this type of provision in a charter.

Article 8: Interpretation
These procedural boilerplate provisions appear in most charters and are intended to reinforce the previous substantive provisions.

<u>Process for putting a charter on the ballot and public outreach</u>
A charter must be voted on at a General Municipal Election (i.e., November of even numbered years) and is subject to the State-prescribed public hearing process for charter adoption. This public hearing process

requires approximately 75 days. In order to place a charter on the ballot, two public hearings must take place following an initial 21-day notice period. During the first public hearing, a draft of the charter would need to be considered by the City Council. The second public hearing is required to take place 30 days after the first hearing. Following the second public hearing, the item may be set for final City Council deliberation after another 21-day waiting period.[5] Once this process is completed, the City Clerk can forward the measure regarding the proposed charter to the County Clerk-Recorder's Office. The County's deadline for submittal of measures for the November 2018 ballot is August 10, 2018.

Staff drafted a tentative schedule for placing a simple enabling charter on the November 6, 2018, ballot (Attachment D). City Council's feedback on the best method for outreach and engagement would be helpful.

Impact on City Resources

A broad enabling charter would take less staff to draft in the short term. Over time, however, considerable staff time would be needed to implement local ordinances in the areas of municipal affairs.

Environmental Review

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

Public Notice

In accordance with Cal. Gov. Code §34458, the City provided a 21-day notice of this public hearing by publishing in a local newspaper. In addition, public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

A. Chart comparing General Law and Charter Cities
B. Proposed Menlo Park charter, version 1
C. Correspondence from Mr. Chessin
D. Charter timeline

Report prepared by:
Cara E. Silver, Assistant City Attorney

[5] Cal. Gov. Code §34458

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General Law City v. Charter City

Originally published by League of California Cities and Updated by City Attorney

Characteristic	General City Law	Charter City	How Impacts Menlo Park
Ability to Govern Municipal Affairs	Bound by the state's general law, regardless of whether the subject concerns a municipal affair.	Has supreme authority over "municipal affairs." Cal. Const. art. XI, § 5(b).	If City adopts broad enabling charter it would be able to adopt any and all ordinances governing "municipal affairs."
Form of Government	State law describes the city's form of government For example, Government Code section 36501 authorizes general law cities be governed by a city council of five members, a city clerk, a city treasurer, a police chief, a fire chief and any subordinate officers or employees as required by law. City electors may adopt ordinance which provides for a different number of council members. Cal. Gov't section 34871. The Government Code also authorizes the "city manager" form of government. Cal. Gov't Code § 34851.	Charter can provide for any form of government including the "strong mayor," and "city manager" forms. *See* Cal. Const. art. XI, § 5(b); Cal. Gov't Code § 34450 *et seq*.	Not likely to impact Menlo Park unless it wanted to pursue a "strong mayor" or other non-traditional form of government.
Elections Generally	Municipal elections conducted in accordance with the California Elections Code. Cal. Elec. Code §§ 10101 *et seq.*	Not bound by the California Elections Code. May establish own election dates, rules, and procedures. *See* Cal. Const. art. XI, § 5(b); Cal. Elec. Code §§ 10101 *et seq. After Bell scandal,* charter cities subject to some statewide elections laws.	Many charter cities have implemented all-mail elections to save costs. Starting with June 2018 primary, San Mateo County is implementing an all-mail election law (Voters' Choice Act) which could neutralize distinction.
Methods of Elections	Generally holds at-large elections whereby voters vote for any candidate on the ballot. Cities may also choose to elect the city council "by" or "from" districts, so long as the election system has been established by ordinance and approved by the voters. Cal. Gov't Code § 34871. Mayor may be elected by the city council or by vote of the people. Cal. Gov't Code §§ 34902.	May establish procedures for selecting officers. May hold at-large or district elections. *See* Cal. Const. art. XI, § 5(b).	Would allow Menlo Park to implement hybrid voting systems and cumulative/ranked choice voting.

Characteristic	General City Law	Charter City	How Impacts Menlo Park
City Council Member Qualifications	Minimum qualifications are: 1. United States citizen 2. At least 18 years old 3. Registered voter 4. Resident of the city at least 15 days prior to the election and throughout his or her term 5. If elected by or from a district, be a resident of the geographical area comprising the district from which he or she is elected. Cal. Elec. Code § 321; Cal. Gov't Code §§ 34882, 36502; 87 Cal. Op. Att'y Gen. 30 (2004).	Can establish own criteria for city office provided it does not violate the U.S. Constitution. Cal. Const. art. XI, § 5(b), 82 Cal. Op. Att'y Gen. 6, 8 (1999).	No significant differences in this area. Charter cities typically have same candidate qualifications as general law cities.
Public Funds for Candidate in Municipal Elections	No public officer shall expend and no candidate shall accept public money for the purpose of seeking elected office. Cal. Gov't Code § 85300.	Public financing of election campaigns is lawful. *Johnson v. Bradley*, 4 Cal. 4th 389 (1992).	Historically, this has not been perceived as a problem in Menlo Park.
Term Limits	May provide for term limits. Cal. Gov't Code § 36502(b).	May provide for term limits. Cal. Const. art. XI, § 5(b); Cal Gov't Code Section 36502 (b).	No difference in this area.
Vacancies and Termination of Office	An office becomes vacant in several instances including death, resignation, removal for failure to perform official duties, electorate irregularities, absence from meetings without permission, and upon non-residency. Cal. Gov't Code §§ 1770, 36502, 36513.	May establish criteria for vacating and terminating city offices so long as it does not violate the state and federal constitutions. Cal. Const. art. XI, § 5(b).	Historically, this has not been a problem in Menlo Park.

Characteristic	General City Law	Charter City	How Impacts Menlo Park
City Council Member Compensation and Expense Reimbursement	Salary-ceiling is set by city population and salary increases set by state law except for compensation established by city electors. *See* Cal. Gov't Code § 36516. If a city provides any type of compensation or payment of expenses to council members, then all council members are required to have two hours of ethics training. *See* Cal. Gov't Code §§ 53234 - 53235.	May establish council members' salaries. *See* Cal. Const. art. XI, § 5(b). If a city provides any type of compensation or payment of expenses to council members, then all council members are required to have two hours of ethics training. *See* Cal. Gov't Code §§ 53234 - 53235. Post-Bell reforms require charter proposals to disclose whether council members will have power to increase their own salary.	Historically, this has not been a problem in Menlo Park. Post-Bell it could be politically challenging to adopt changes in this area.
Legislative Authority	Ordinances may not be passed within five days of introduction unless they are urgency ordinances. Cal. Gov't Code § 36934. Ordinances may only be passed at a regular meeting, and must be read in full at time of introduction and passage except when, after reading the title, further reading is waived. Cal. Gov't Code § 36934.	May establish procedures for enacting local ordinances. *Brougher v. Bd. of Public Works*, 205 Cal. 426 (1928).	Could be easier to adopt legislation as a charter city, though historically, this has not been a barrier in Menlo Park.
Resolutions	May establish rules regarding the procedures for adopting, amending or repealing resolutions.	May establish procedures for adopting, amending or repealing resolutions. *Brougher v. Bd. of Public Works*, 205 Cal. 426 (1928).	Historically, this has not been a problem in Menlo Park.
Quorum and Voting Requirements	A majority of the city council constitutes a quorum for transaction of business. Cal. Gov't Code § 36810. All ordinances, resolutions, and orders for the payment of money require a recorded majority vote of the total membership of the city council. Cal. Gov't Code § 36936. Specific legislation requires supermajority votes for certain actions.	May establish own procedures and quorum requirements. However, certain legislation requiring supermajority votes is applicable to charter cities. For example, see California Code of Civil Procedure section 1245.240 requiring a vote of two-thirds of all the members of the governing body to adopt an eminent domain resolution unless a greater vote is required by charter.	Historically, this has not been a problem in Menlo Park.

Characteristic	General City Law	Charter City	How Impacts Menlo Park
Rules Governing Procedure and Decorum	Ralph Brown Act is applicable. Cal. Gov't Code §§ 54951, 54953(a). Conflict of interest laws are applicable. See Cal. Gov't Code § 87300 *et seq.*	Ralph Brown Act is applicable. Cal. Gov't Code §§ 54951, 54953(a). Conflict of interest laws are applicable. See Cal. Gov't Code § 87300 *et seq.* May provide provisions related to ethics, conflicts, campaign financing and incompatibility of office.	Historically, this has not been a problem in Menlo Park.
Personnel Matters	May establish standards, requirements and procedures for hiring personnel consistent with Government Code requirements. May have "civil service" system, which includes comprehensive procedures for recruitment, hiring, testing and promotion. See Cal. Gov't Code § 45000 et seq. Meyers-Milias-Brown Act applies. Cal. Gov't Code § 3500. Cannot require employees be residents of the city, but can require them to reside within a reasonable and specific distance of their place of employment. Cal. Const. art. XI, § 10(b).	May establish standards, requirements, and procedures, including compensation, terms and conditions of employment for personnel. *See* Cal. Const. art. XI, § 5(b). Procedures set forth in Meyers-Milias-Brown Act (Cal. Gov't Code § 3500) apply, but note, "[T]here is a clear distinction between the *substance* of a public employee labor issue and the *procedure* by which it is resolved. Thus there is no question that 'salaries of local employees of a charter city constitute municipal affairs and are not subject to general laws.'" *Voters for Responsible Retirement v. Board of Supervisors*, 8 Cal.4th 765, 781 (1994). Cannot require employees be residents of the city, but can require them to reside within a reasonable and specific distance of their place of employment. Cal. Const. art. XI, section 10(b). Evolving area, but more latitude to "out source" certain jobs.	Could provide more flexibililty to outsource jobs.

Characteristic	General City Law	Charter City	How Impacts Menlo Park
Contracting Services	Authority to enter into contracts to carry out necessary functions, including those expressly granted and those implied by necessity. *See* Cal. Gov't Code § 37103; *Carruth v. City of Madera,* 233 Cal.App.2d 688 (1965).	Full authority to contract consistent with charter. May transfer some of its functions to the county including tax collection, assessment collection and sale of property for non-payment of taxes and assessments. Cal. Gov't Code §§ 51330, 51334, 51335.	Could provide more flexibility to outsource services, such as parking violations.
Public Contracts	Competitive bidding required for public works contracts over $5,000. Cal. Pub. Cont. Code § 20162. Such contracts must be awarded to the lowest responsible bidder. Pub. Cont. Code § 20162. If city elects subject itself to uniform construction accounting procedures, less formal procedures may be available for contracts less than $100,000. *See* Cal. Pub. Cont. Code §§ 22000, 22032. Contracts for professional services such as private architectural, landscape architectural, engineering, environmental, land surveying, or construction management firms need not be competitively bid, but must be awarded on basis of demonstrated competence and professional qualifications necessary for the satisfactory performance of services. Cal. Gov't Code § 4526.	Not required to comply with bidding statutes provided the city charter or a city ordinance exempts the city from such statutes, and the subject matter of the bid constitutes a municipal affair. Pub. Cont. Code § 1100.7; *see R & A Vending Services, Inc. v. City of Los Angeles,* 172 Cal.App. 3d 1188 (1985); *Howard Contracting, Inc. v. G.A. MacDonald Constr. Co.,* 71 Cal. App. 4th 38 (1998).	Could shorten time for construction bidding and allow for awards to most qualified, rather than lowest monetary, bidder.
Payment of Prevailing Wages	In general, prevailing wages must be paid on public works projects over $1,000. Cal. Lab. Code § 1771. Higher thresholds apply ($15,000 or $25,000) if the public entity has adopted a special labor compliance program. *See* Cal. Labor Code § 1771.5(a)-(c).	Historically, charter cities have not been bound by state law prevailing-wage requirements so long as the project is a municipal affair, and not one funded by state or federal grants. *Vial v. City of San Diego*, 122 Cal. App. 3d 346, 348 (1981). SB 7 largely eliminated charter cities' incentive to exempt themselves from prevailing wage laws by disallowing State grant funding.	Given SB 7, charter cities no longer exempt themselves from paying prevailing wages. Thus no longer distinction in this area.

Characteristic	General City Law	Charter City	How Impacts Menlo Park
Finance and Taxing Power	May impose the same kinds of taxes and assessment as charter cities. *See* Cal. Gov't Code § 37100.5. Imposition of taxes and assessments subject to Proposition 218. Cal. Const. art.XIIIC. Examples of common forms used in assessment district financing include: • Improvement Act of 1911. Cal. Sts. & High. Code § 22500 *et seq.* • Municipal Improvement Act of 1913. *See* Cal. Sts. & High. Code §§ 10000 *et seq.* • Improvement Bond Act of 1915. Cal. Sts. & High. Code §§ 8500 *et seq.* • Landscaping and Lighting Act of 1972. Cal. Sts. & High. Code §§ 22500 *et seq.* • Benefit Assessment Act of 1982. Cal. Gov't Code §§ 54703 *et seq.* May impose business license taxes for regulatory purposes, revenue purposes, or both. *See* Cal. Gov't Code § 37101. May not impose real property transfer tax. *See* Cal. Const. art. XIIIA, § 4; Cal. Gov't Code § 53725; *but see* authority to impose documentary transfer taxes under certain circumstances. Cal. Rev. & Tax. Code § 11911(a), (c).	Have the power to tax. Have broader assessment powers than a general law city, as well as taxation power as determined on a case-by case basis. Imposition of taxes and assessments subject to Proposition 218, Cal. Const. art. XIIIC, § 2, and own charter limitations. May proceed under a general assessment law, or enact local assessment laws and then elect to proceed under the local law. *See J.W. Jones Companies v. City of San Diego*, 157 Cal. App. 3d 745 (1984). May impose business license taxes for any purpose unless limited by state or federal constitutions, or city charter. *See* Cal. Const. art. XI, § 5. May impose real property transfer tax; does not violate either Cal. Const art. XIIIA or California Government Code section 53725. *See Cohn v. City of Oakland*, 223 Cal. App. 3d 261 (1990); *Fielder v. City of Los Angeles*, 14 Cal. App. 4th 137 (1993).	Adoption of documentary transfer tax has been noted as a benefit of charter city status.
Streets and Sidewalks	State has preempted entire field of traffic control. Cal. Veh. Code § 21.	State has preempted entire field of traffic control. Cal. Veh. Code § 21.	No significant difference in this area.

Characteristic	General City Law	Charter City	How Impacts Menlo Park
Penalties & Cost Recovery	May impose fines, penalties and forfeitures, with a fine not exceeding $1,000. Cal. Gov't Code § 36901.	May enact ordinances providing for various penalties so long as such penalties do not exceed any maximum limits set by the charter. *County of Los Angeles v. City of Los Angeles*, 219 Cal. App. 2d 838, 844 (1963).	Historically, this has not been a problem in Menlo Park.
Public Utilities/Franchises	May establish, purchase, and operate public works to furnish its inhabitants with electric power. *See* Cal. Const. art. XI, § 9(a); Cal. Gov't Code § 39732; Cal. Pub. Util. Code § 10002. May grant franchises to persons or corporations seeking to furnish light, water, power, heat, transportation or communication services in the city to allow use of city streets for such purposes. The grant of franchises can be done through a bidding process, under the Broughton Act, Cal. Pub. Util. Code §§ 6001-6092, or without a bidding process under the Franchise Act of 1937, Cal. Pub. Util. Code §§ 6201-6302.	May establish, purchase, and operate public works to furnish its inhabitants with electric power. *See* Cal. Const. art. XI, § 9(a); *Cal. Apartment Ass'n v. City of Stockton*, 80 Cal. App. 4th 699 (2000). May establish conditions and regulations on the granting of franchises to use city streets to persons or corporations seeking to furnish light, water, power, heat, transportation or communication services in the city. Franchise Act of 1937 is not applicable if charter provides. Cal. Pub. Util. Code § 6205.	Historically, this has not been identified as a problem area in Menlo Park.
Zoning	Zoning ordinances must be consistent with general plan. Cal. Gov't Code § 65860.	Zoning ordinances are not required to be consistent with general plan unless the city has adopted a consistency requirement by charter or ordinance. Cal. Gov't. Code § 65803. Exemptions from certain procedural requirements of Government Code.	Recent judicial trend to expand issues of statewide concern in this area. Similarly, State legislature is expanding reach to charter cities requiring litigation to assert local control. While pendulum may shift in future, the gap between general law and charter cities continues to narrow.

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VERSION 1

CITY OF MENLO PARK

Charter of the City of Menlo Park, California 2018

PREAMBLE

WE THE PEOPLE of the City of Menlo Park declare our intent to restore to our community the historic principles of self-governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed, and firm in the conviction that the economic and fiscal independence of our local government will better serve and promote the health, safety and welfare of all the citizens of this City, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Menlo Park.

ARTICLE 1. MUNICIPAL AFFAIRS

Section 100. Powers of City.

The City shall have full power and authority to adopt, make, exercise and enforce all legislation, laws and regulations and to take all actions relating to municipal affairs, without limitation, which may be lawfully adopted, made, exercised, taken or enforced under the Constitution of the State of California.

Section 101. Municipal Affairs; Generally.

Without limiting in any manner the foregoing power and authority, each of the matters set forth in this Charter are declared to be municipal affairs, consistent with the laws of the State of California. The implementation of each matter uniquely benefits the citizens of the City of Menlo Park and addresses peculiarly local concerns within the City of Menlo Park. The municipal affairs set forth in this Charter are not intended to be an exclusive list of municipal affairs over which the City Council may govern.

Section 102. General Law Powers.

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.

ARTICLE 2. FORM OF GOVERNMENT

Section 200. Council-Manager Form of Government.

The municipal government established by this Charter shall be the "Council-Manager" form of government, under which the City Council sets policy and the City Manager will carry out that policy.

ARTICLE 3. FISCAL MATTERS

Section 300. Public Works Contracts.

Except as provided by City ordinance or by agreement approved by the City Council, the City of Menlo Park, as a charter City, is exempt from the provisions of the California Public Contracts Code and from the provisions of any other California statute regulating public contracting and

purchasing. The City shall have the power to establish standards, procedures, rules or regulations to regulate all aspects of the bidding, award, contract provisions and requirements and performance of any public works contract, including, but not limited to, the compensation rates to be paid for the performance of such work. The City shall have the power to accept gifts and donations, including donations of material and labor, in the construction of any public works project. The City shall have the power to perform any work of improvement by use of its own forces and is not required to contract for the construction of works of public improvement. The City may also contract with other public agencies for the construction of works of public improvement.

Section 301. Prevailing Wages.
The provisions of Cal. Labor Code §1770 et seq. regarding the payment of prevailing wages on public works and related regulations as now existing and as may be amended, are accepted, reaffirmed and made applicable to the City.

Section 302. Purchasing.
The City shall have the power to establish standards, procedures, rules or regulations related to the purchasing of goods, property, or services.

Section 303. Public Financing.
The City shall have the power to establish standards, procedures, rules or regulations related to any public financing.

Section 304. Utilities and Utility Franchises.
The City shall have the power to own, acquire, develop, and/or operate any utility, and to adopt any ordinance providing for the granting of a franchise to any utility not owned by the City that proposes to use or is using City streets, highways or other rights of way.

Section 305. Enterprises.
The City shall have the power to lawfully engage in any enterprise deemed necessary to provide revenues for the general fund or any other fund established by the City Council.

ARTICLE 4. REVENUE RETENTION

Section 400. Reductions Prohibited.
All revenues due to, and raised by the City, shall remain within the City of Menlo Park for appropriation solely by the City Council. No such revenue shall be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 401. Mandates Limited.
No person, whether elected or appointed, acting on behalf of the City, shall be required to implement or give effect to any function which is mandated by any other level of government, unless and until funds sufficient for the performance of such function are provided by such mandating authority.

ARTICLE 5. LAND USE REGULATION

Section 500. Local Control of Land Use.
The citizens of Menlo Park recognize and declare that managing land use and development within the City of Menlo Park and ensuring that necessary public facilities are provided to the citizens of the City of Menlo Park are quintessential elements of local control and therefore are municipal affairs. The adoption of this Charter recognizes and reaffirms the principles of local land use management and control and affirms the principle that City of Menlo Park local land use regulations may be superior to and take precedence over any conflicting general laws of the

State of California. The intent of this Charter is to allow the City Council and the voters to exercise the maximum degree of control over land use matters within the City of Menlo Park.

ARTICLE 6. ELECTIONS

Section 600. Elections.

The City shall have the power to adopt ordinances establishing procedures, rules or regulations concerning the City of Menlo Park elections and public officials, including but not limited to, the qualifications and compensation of elected officials, the method, time and requirements to hold elections, to fill vacant offices and for voting by mail. Unless in conflict with ordinances adopted by the City, state law regarding elections shall apply.

ARTICLE 7. FINES AND PENALTIES FOR VIOLATIONS OF CITY ORDINANCES

Section 700. Fines and Penalties.

The City shall have the power to adopt ordinances establishing penalties, fines and forfeitures for violations of the provisions of the Menlo Park Municipal Code.

ARTICLE 8. INTERPRETATION

Section 800. Construction and Interpretation.

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter that is a municipal affair.

Section 801. Severability.

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

PASSED, APPROVED and ADOPTED by the voters at the general municipal election of November 6, 2018.

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To Mayor Ohtaki and Council Members Keith, Mueller, Carlton, and Cline
Cc: City Attorney McClure

At your meeting of 13 February 2018 you directed the City Attorney to "proceed with placing an enabling charter on November 2018 ballot and set specific guidelines for instances when the City Council is considering legislation that would vary from existing State statutes".
I am concerned that you may submit to the voters a charter that gives you broad but vague powers that the voters will reject. The example of the City of Davis, a general law city similar to Menlo Park, is instructive.

Two years after students at UC Davis voted in 2002 to change the way they elect their student government to use the single transferable vote (STV) form of ranked choice voting (RCV), the City of Davis appointed a committee to examine if they should use a similar system to elect the City Council. They recommended "yes", and an advisory question was put on the November 2004 ballot, asking "Should the City of Davis consider adopting choice voting, also known as instant runoff or preference voting, as the system to elect City Council members?" [STV was called "choice voting" back then.]

Measure L passed 54.7% to 45.3%. Since a general law city cannot use STV, the City Council appointed a subcommittee to draft a charter so that they could. But instead of a two-article charter that effectively said "The City Council will be elected using choice voting, everything else is covered by the general laws of the State of California", they wrote an "enabling charter" (although they didn't call it that) that didn't even mention how the City Council should be elected. (See attached for what I believe was the final report of the subcommittee.) The charter was "broad and allows for maximum flexibility" (page 11-16; PDF page 16). It was placed on the November 4, 2008, ballot.

Needless to say, the voters rejected it. The citizens of Davis weren't willing to buy a pig in a poke. My conversations with various citizens of Menlo Park have led me to believe that there is an undercurrent of mistrust with the City Council, that there is a suspicion that the Council will give itself the authority to dictate Menlo Park's electoral system without requiring a vote of the people, as well as other powers that the citizens may not approve of. If you do that, I predict that there will be vigorous opposition to such a charter and it will lose at the ballot box. To avoid that fiasco, I recommend the following: At a future meeting you will be deciding whether to adopt

a plan of five districts or a plan of six districts plus a separately-elected mayor. Whatever plan you adopt should also become the first article of your charter. The second article would specify that everything else would be covered by general law. An example of such a charter is attached.

Such a simple charter would be adopted easily by the City's voters, as it would be completely transparent. All the City would be doing is codifying whatever districting plan you adopt. Once adopted, at future elections you could propose subsequent amendments to address other issues, after appropriate public input. This could include changing the electoral system, or giving the City Council additional powers, but even if those changes are rejected by the voters, you would still be a charter city.

I hope you find this useful.

Sincerely, Steve Chessin
President, Californians for Electoral Reform

City of Menlo Park
DRAFT CHARTER

PREAMBLE

We, the citizens of the City of Menlo Park, with a desire for self-determination in selecting our elected officials and to initiate the process to govern our City by charter government, do hereby adopt this charter.

ARTICLE I. - CITY COUNCIL

101. - Governing Body.

The governing body of the City is a Council of /five (5) members/six (6) members plus a separately elected Mayor/ elected as specified in this Charter.

102. - Terms of Office.

The term of the office of Council Member is four (4) years.

103. - Method of election.

Notwithstanding any other provision of law, the Council shall be elected by district, with /two/three/ members elected at the same time as the statewide general election in 2020 and every four years thereafter, and three members /plus the Mayor/ elected at the same time as the statewide general election in 2022 and every four years thereafter.

ARTICLE II. - GENERAL

201. - Initiative and Referenda.

This charter does not abridge or modify the rights of citizens to propose initiatives and referenda (including amendments to this charter) as provided for in the general laws of the State of California.

202. - General Law Governs.

Except as expressly set forth in this charter, the general law set forth in the Constitution of the State of California and the laws of the State of California shall govern the operations of the City of Menlo Park.

203. - City Ordinances Enacted by the Voters Remain in Effect.

Ordinances of the City of Menlo Park adopted by the voters prior to the enactment of this charter shall remain in full force and effect and may only be modified or repealed by a vote of the people.

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CITY OF MENLO PARK

CHARTER ADOPTION* – TENTATIVE SCHEDULE NOVEMBER 6, 2018 ELECTION		
Date(s)	Action	Status
February 13, 2018	City Council directs the City Attorney to draft an enabling city charter	Complete
March 2 and 9, 2018	Notices published to provide 21 day notice** of 1st Public Hearing	Complete
March 27, 2018	1st Public Hearing on draft charter language	
April 6 and 13, 2018	Notices published to provide 21 day notice** of 2nd Public Hearing	
May 8, 2018	2nd Public Hearing on draft charter language (must be at least 30 days after 1st Public Hearing)	
May 9–29, 2018	21 day hold until the City Council can take action to submit charter to the voters	
June 5, 2018	3rd Public Meeting to call election and submit charter ballot measure to voters	
August 10, 2018	Deadline for delivery of the ballot measure to the County Clerk	
November 6, 2018	Election (must be at a General Municipal Election)	

* Charter adoption hearing process governed by Cal. Gov. Code §34458.

**Public notice must be provided in accordance with Cal. Gov. Code §6066.

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STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-070-CC**

Public Hearing: **Introduction of an ordinance amending Chapters 16.96, Below Market Rate Program, and 16.97, State Density Bonus, of Menlo Park Municipal Code and adoption of resolution updating the City's Below Market Rate Program Guidelines**

Recommendation

Staff recommends that the City Council:

1. Introduce for first reading an Ordinance amending Chapters 16.96, Below Market Rate Program and 16.97, State Density Bonus of the Menlo Park Municipal Code (Attachment A);
2. Adopt a Resolution updating the City's Below Market Rate Program Guidelines to make corresponding changes (Attachment B).
3. Make a finding that the actions are exempt under the California Environmental Quality Act.

Policy Issues

The City's Housing Element includes a program (H.4.B) to implement inclusionary housing requirements to assist in providing housing affordable to extremely low, very low, low and moderate-income households in Menlo Park. On September 29, 2017, Governor Brown signed 15 housing related bills as part of a landmark housing package designed to respond to the State of California's housing crisis. The most significant bill, Assembly Bill (AB) 1505, was adopted to legislatively override a court case preventing cities from legally imposing inclusionary housing requirements on rental units. The proposed update to the Below Market Rate Housing Ordinance would further the City's affordable housing goals by allowing the City of Menlo Park to again impose inclusionary requirements on rental housing. The proposed ordinance also amends the City's State Density Bonus law to conform to recent State updates and clarifies Below Market Rate (BMR) requirements for multiple contiguous parcels developed as a single project. Also proposed are corresponding changes to the City's Below Market Rate Housing Program Guidelines (BMR Guidelines).

Background

The City Council established the BMR Housing Program (BMR Program) in 1987 to increase the housing supply for people who live and/or work in Menlo Park and have very low, low, or moderate incomes as defined by the Department of Housing and Urban Development (HUD). The BMR Program is also referred to as "inclusionary zoning." The primary objective of the program is to create actual housing units rather than generate a capital fund. The City's BMR Program contains a range of options depending on the type of development. Typically, condominium/townhome developments comply with the BMR Program by constructing and deed restricting affordable units. While the BMR Guidelines encourage commercial developments to also comply by providing on- or off-site units, if that is not feasible, commercial projects are able to pay a housing impact fee. In 2011, the City stopped applying inclusionary zoning requirements to rental housing projects pursuant to a state case titled *Palmer/Sixth Street Properties LP v. City of Los Angeles* (see discussion below).

Residential development BMR Requirements

Under the City's BMR Ordinance, for-sale residential developments of five or more units must comply with the City's inclusionary zoning requirements to include a percentage of BMR units along with their market-rate units. The City has the discretion to allow a developer to meet their BMR requirement through accepting an in-lieu fee. In-lieu fees are calculated as three percent of the sale price for the number of required BMR units. The BMR on site requirements are summarized in Table 1.

Table 1: Inclusionary Requirements. Number of BMR Units Required

Number of units	Inclusionary Unit Requirement
0-4	Exempt
5-9	1 Unit
10-19	10%
20 or more	15%

In 2009, the California Court of Appeal held in *Palmer/Sixth Street Properties LP v. City of Los Angeles* that the Costa-Hawkins Rental Housing Act prevented local governments from imposing inclusionary requirements on rental units that did not receive government assistance. Costa-Hawkins is the state's primary rent control law, which generally gives residential landlords the right to establish the initial rents payable by new tenants. Since *Palmer*, many cities and counties have either repealed their inclusionary rental housing requirements or declined to enforce them. Other communities have attempted to get around this decision by enacting "rental housing impact fees", though implementation of these fees require preparation of a detailed nexus study. In 2011, the City Council by resolution formally suspended its inclusionary rental housing requirement to comply with the *Palmer* decision. More recently, the City commissioned a nexus study to begin the process of collecting a rental housing impact fee.

Commercial development BMR Requirements

The BMR Program also applies to new commercial developments of 10,000 square feet or more. The current in-lieu fees to mitigate the demand for affordable housing are $16.15 per square foot of net new gross floor area for most commercial uses and $8.76 per square foot of net new gross floor area for defined uses that generate fewer employees. Collected in-lieu fees are deposited into the BMR Housing Fund. BMR fees are then used by the City to develop affordable housing. For example, the City Council provided a loan to MidPen Housing for a new affordable senior housing project that was developed at 1221-1275 Willow Road. The fee is adjusted annually on July 1.

Housing Commission and Planning Commission Input

On January 10, 2018, the Housing Commission reviewed the proposed BMR and State Density Bonus Ordinance and BMR Guidelines update. On a 6-0-1 vote with one commissioner absent, the Commission voted to recommend that the City Council approve the revisions to the BMR Guidelines and Ordinance, as outlined by staff. In addition, the Commission made several recommendations regarding the in-lieu fees: 1) developers should be strongly encouraged to develop units that satisfy needed affordability levels rather than pay the in-lieu fee, 2) the fees should be set in relation to actual construction costs rather than in comparison to what neighboring cities charge, and 3) the City should allow flexibility to have the fees vary

by area as an incentive to promote proportional dispersion of affordable housing throughout the City.

On February 5, 2018, the Planning Commission reviewed the proposed ordinance to update the City's BMR Program, State Density Bonus Law and BMR Guidelines and the Housing Commission's recommendation. On a unanimous vote (7-0-0), the Planning Commission voted to recommend that the City Council approve the proposed updates. In addition, the Planning Commission requested further clarity on and the opportunity to review any schedules, tables or structure for the in-lieu fee as well as information regarding the impact of the update on parcels in the R-MU zoning district.

March 13 City Council Study Session

On March 13, 2018, the City Council held a study session at which they considered both the proposed updates to the BMR Program and BMR Guidelines city wide and the impact of AB 1505 on the bonus level of development and required community amenities in the Residential Mixed Use (R-MU) zoning district. The City Council's direction on the BMR Program and BMR Guidelines was consistent with the recommendations of the Housing Commission and Planning Commission and is being presented with this staff report for approval. In addition, Council expressed a desire to allow more flexibility for income/affordability levels in order to better ensure compliance with its Regional Housing Needs Assessment allocation. Council also directed staff to clarify that projects in the R-MU zoning district would be required to provide inclusionary rental housing in accordance with the BMR Program and that the community amenity value would no longer be required to be spent first on an additional 15% affordable housing, but could be used for additional affordable housing or other community amenities. Changes to the R-MU zoning district will return to the Housing Commission for review and comment on April 11, to the Planning Commission for review and comment on May 7 and to the City Council in June.

Analysis

AB 1505 Implementation

Under AB 1505, cities and counties are once again authorized to adopt inclusionary housing ordinances requiring residential rental housing developments to include a specified percentage of affordable units as a condition of development. AB 1505 supersedes the Court's ruling in *Palmer v. City of Los Angeles* (discussed above). The attached ordinance and updates to the BMR Guidelines implement AB 1505 by restoring the City's inclusionary housing policy for rental projects.

Cities and counties that elect to adopt inclusionary rental ordinances pursuant to AB 1505 must provide developers with an alternative means of compliance, such as the payment of in-lieu fees, dedication of land, the construction of affordable units off-site, or the acquisition and rehabilitation of existing units. In compliance with AB 1505, the ordinance allows rental projects to comply with the BMR program through alternative means. In accordance with the Council's direction at the March 13 Study Session, the BMR Guidelines specify that the fee will be determined by a standardized total cost approach that will approximate the City's cost to develop an equivalent unit. The City will calculate a standardized cost estimate for a one-bedroom unit in Menlo Park. If a developer elects to pay the in-lieu fee, rather than provide the units on site, the standardized cost will be adjusted on a project specific basis to reflect the size, location and other relevant attributes of the proposed project.

The new ordinance also includes a "safety valve" process for waiving or reducing inclusionary requirements, a standard provision in most BMR ordinances.

Density Bonus Updates

The Legislature has also recently updated the State's Density Bonus law. AB 2556 (effective January 1, 2017) clarifies that density bonus projects must "replace" each rental unit that (a) currently exists or existed in the past five years, and (b) is or was occupied by low income or very low-income households in the past five years, or was subject to a deed restriction or rent control. (§65915(c).) Because the incomes of prior or even current tenants could often not be ascertained, in many cases it could not be determined how many replacement units were needed. This bill was adopted to close this gap. Namely, if the income category of the household in occupancy is not known, it shall be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database.

To better ensure compliance with this State mandated tenant protection, the proposed ordinance adds the following provision to Section 16.97.050 of the City's existing Density Bonus ordinance:

> (d) An applicant shall be ineligible for a density bonus or any other incentives or waivers under this Chapter if the housing development displaces qualifying rental dwelling units, unless the development replaces those units in accordance with State law.

Finally, staff recommends some minor cleanup changes to the City's BMR ordinance to clarify that the additional density bonus permitted under Section 16.96.040 of the Municipal Code may not be combined with the density bonus allowed under State law and the City's local implementing ordinance.

Treating Concurrent Development of Multiple Contiguous Parcels as Single Parcel

Staff is also recommending a "clean up" amendment to address the piecemeal development of contiguous parcels. This amendment would prevent piecemeal development to avoid compliance with the BMR ordinance. It would permit separate development of parcels but would require the applicant to identify all contiguous property under common ownership and control at the time they submit their first development application. The applicant shall not be required to contribute BMR units or pay in-lieu fees based on common ownership or control of the contiguous property at the time of the application for first approval; however, the applicant shall be required to include the contiguous property under common ownership or control in its BMR housing agreement.

Corresponding Changes to BMR Guidelines

The City's procedures for implementing the BMR Program are contained in the BMR Guidelines. The BMR Guidelines have been updated to reflect the changes discussed in this staff report. (Attachment B.)

Additional Changes to City's Housing Ordinances

Staff is reviewing the series of recent housing bills and will likely come forward with additional ordinance changes in the upcoming year. These changes may include updates to the secondary unit ordinance.

Impact on City Resources

This action may result in additional in lieu fees to the City's BMR Program.

Environmental Review

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

direct or indirect physical change in the environment.

Public Notice

Public Notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting. Public notification also consisted of publishing a notice in the local newspaper.

Attachments

A. Ordinance of the City Council of the City of Menlo Park Amending Chapter 16.96 [Below Market Rate Housing Program] and Chapter 16.97 [State Density Bonus Law] Of Title 16 [Zoning] of the Menlo Park Municipal Code
B. Resolution 6428 Adopting Revisions to the City's Below Market Rate Housing Guidelines

Report prepared by:
Cara E. Silver, Assistant City Attorney

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ORDINANCE NUMBER _____

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK AMENDING CHAPTER 16.96 [BELOW MARKET RATE HOUSING PROGRAM] AND CHAPTER 16.97 [STATE DENSITY BONUS LAW] OF TITLE 16 [ZONING] OF THE MENLO PARK MUNICIPAL CODE

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

SECTION 1. FINDINGS AND DETERMINATIONS.

A. There is an increased need for housing in the San Francisco Bay Area as more than two million new residents will be added by 2040.
B. An inadequate supply of housing exists in the city and an increasing demand continues to grow for such housing.
C. On September 15, 2017, the Legislature recently adopted a series of 15 housing bills.
D. In order to fully comply with the most recent California legislation, the City of Menlo Park must amend its Zoning Code.
E. The City Council of the City of Menlo Park finds and declares an amendment to Chapters 16.96 and 16.97 is necessary for the reasons above.

SECTION 2. AMENDMENT OF CODE. Chapter 16.96 [Below Market Rate Housing Program] of Title 16 [Zoning] is hereby amended as follows with additions shown in underline and deletions shown as ~~strikeout~~:

Chapter 16.96
BELOW MARKET RATE HOUSING PROGRAM

Sections:

16.96.010 Purpose.
16.96.020 Residential development projects.
16.96.030 Commercial development projects.
16.96.040 Development regulations for below market rate units.
16.96.050 Below market rate housing fund.
16.96.060 Below market rate housing program guidelines.
16.96.070 Rental housing alternative means of compliance.
16.96.072 Treatment of Contiguous Parcels
16.96.080 Administrative relief

16.96.010 Purpose.

The purpose of the below market rate (BMR) housing program is to increase the housing supply for households that have very low, low and moderate incomes compared to the median household income for San Mateo County. The primary objective is to create actual housing units, either "rental" or "for purchase" units, rather than equivalent cash.

The below market rate requirements associated with residential development projects are a form of "inclusionary zoning." The below market rate requirements associated with commercial development projects are a form of "linkage." This chapter authorizes the below market rate housing program. The program is implemented through guidelines as adopted and amended from time to time by the City Council.

16.96.020 Residential development projects.

(a) Applicability. This section shall apply to conditional use permits, conditional development permits, planned development permits, subdivision approvals, architectural control approvals, variance approvals, and building permits for any residential development project of five (5) or more units. This section also applies to condominium conversions.

(b) Requirements. For residential development projects of less than twenty (20) units, the developer shall provide not less than ten percent (10%) of the units at below market rates to very low-, low- and moderate-income households. For residential development projects of twenty (20) or more units, the developer shall provide not less than fifteen percent (15%) of the units at below market rates to very low-, low- and moderate-income households. If the number of units required for a residential development project includes a fraction of a unit, the developer shall provide either a whole unit or a prorata in lieu payment on account of such fraction as determined in the below market rate housing program guidelines. The requirements of this section may be met through the provision of on-site or off-site below market rate units as determined by the housing commission and the reviewing body (i.e., planning commission or City Council).

(c) Review Process. As part of an application for an applicable residential development project, the developer shall submit a below market rate housing agreement. The agreement shall set forth the developer’s plan to meet the requirements of this section. The agreement shall be reviewed by the housing commission and forwarded with a recommendation to the reviewing body for the application request. The reviewing body shall act on the agreement prior to or concurrently with the action on the application request. No building permit or other land use authorization may be issued or approved unless the requirements of this section have been met.

16.96.030 Commercial development projects.

(a) Applicability. This section shall apply to conditional use permits, conditional development permits, planned development permits, subdivision approvals, architectural control approvals, variance approvals, and building permits for any commercial development project or the construction of such project or any portion thereof which includes any new square footage or any square footage that is converted from an exempt use to a non-exempt use or from a Group B (all other commercial/industrial uses) use to a Group A (office/R&D) use.

(b) Exemptions. The following uses are exempt from this section:

(1) Private schools and churches;

(2) Public facilities;

(3) Commercial development projects of less than ten thousand (10,000) square

feet;

(4) Projects that generate few or no employees.

(c) Requirements. The developer shall mitigate the demand for affordable housing created by the commercial development project. The below market rate housing program guidelines provides various alternatives for mitigation. A commercial development project may be required to provide below market rate housing on-site (if allowed by the zoning district) or off-site. If it is not feasible to provide below market rate housing units, the developer shall pay an in-lieu fee prior to issuance of a building permit as follows:

(1) Group A use: Eleven dollars and eighty-nine cents ($11.89) per square foot of new gross floor area;

(2) Group B use: Six dollars and forty-eight cents ($6.48) per square foot of new gross floor area.

The in-lieu fee shall be adjusted annually on the first of July, in accordance with the guidelines.

(d) Review Process. As part of an application for a commercial development project, the developer shall submit a below market rate housing agreement. The agreement shall set forth the developer's plan to meet the requirements of this section. The agreement shall be reviewed by the housing commission and forwarded with a recommendation to the reviewing body (i.e., planning commission or City Council) for the application request. The reviewing body shall act on the agreement prior to or concurrently with the action on the application request. No building permit or other land use authorization may be issued or approved unless the requirements of this section have been met.

16.96.040 Development regulations for below market rate housing units.

(a) Generally. The provisions of this section shall apply only to housing developments and mixed-use developments that include housing that provide one (1) or more below market rate units in accordance with the provisions of this chapter. This section is intended as an alternative to the State Density Bonus Law, the enabling ordinance for which is set forth in Chapter 16.97 of the Menlo Park Municipal Code. Housing developments and mixed-use projects including housing may elect to utilize the bonuses and incentives under this Chapter or Chapter 16.97, but not both.

(b) Density and FAR bonuses. For each below market rate unit provided under the below market rate housing program, a developer shall be permitted to build one (1) additional market-rate unit and, in the case of a subdivision, to create a legal lot or condominium unit for such additional unit. In addition, a developer shall be permitted to increase the floor area associated with the residential development project by an amount that corresponds to the increase in allowable density. Requests for density bonuses of a maximum of fifteen percent (15%) are subject to approval of the reviewing body (i.e., planning commission or City Council) associated with the required application.

(c) Incentives. The following incentives may be requested, if applicable:

(1) To accommodate the increase in allowable density and floor area ratio described in subsection (b) of this section, the developer may request exceptions from all development regulations of the applicable zoning district of a residential development project that includes below market rate units, except for floor area ratio and density.

(2) Development on a parcel of less than one (1) acre in area but greater than or equal to twenty thousand (20,000) square feet where the number of BMR units developed

on the site exceeds the required number of BMR units by a fractional equivalent of more than one-half (0.5) of a unit may request exceptions from development regulations as specified in Sections 16.82.050 through 16.82.100 Conditional Development Permits.

16.96.050 Below market rate housing fund.

Fees paid pursuant to this chapter shall be deposited in the below market rate housing fund as described in the below market rate housing program guidelines.

16.96.060 Below market rate housing program guidelines.

The provisions of this chapter shall be implemented through the below market rate housing program guidelines as adopted by the City Council on January 12, 1988, and subsequently amended.

16. 96. 070 Rental housing alternative means of compliance.

For any rental housing development subject to this chapter, the applicant may comply with the requirements of this chapter by providing in-lieu fees, land dedication, off-site construction, or acquisition and rehabilitation of existing units. Any alternative means of compliance shall be approved by the City Council upon findings that the alternative is commensurate with the applicable on-site requirement and complies with applicable program guidelines.

16.96.072 Treatment of contiguous parcels

(a) For purposes of this Chapter 16.96, new residential and commercial development projects on contiguous properties and that are submitted by the same applicant, are under common ownership, and/or under common control shall be treated as one development project.

(1) "Common ownership" means two or more legally created parcels that share an Owner, are owned or controlled by an Owner's spouse, or are under the direct or indirect control of one person or legal entity through ownership, management, contract, or otherwise.

(2) "Owner" means an owner of record or the holder of an equitable or legal interest in property. For purposes of this Chapter, an Owner shall include any person, persons, or entity with at least a 10% interest in the property, either directly or by owning or controlling an entity with at least a 10% interest in the property.

(3) "Common Control" means two or more Owners that directly or indirectly (1) share a managing member or members in the case of a limited liability company; (2) share a managing general partner or partners in the case of a partnership; or (3) are under the management or control of boards of directors or officers that overlap by 50% or more in the case of a corporation.

(b) An applicant for a development project shall not avoid the BMR requirements of Chapter 16.96 by submitting piecemeal applications. At the time of the application for first approval for a development project, the applicant shall identify all contiguous property under common ownership or common control. The applicant shall not be required to contribute BMR units or pay in-lieu fees based on common ownership or control of the contiguous property at the time of the application for first approval;

however, the applicant shall be required to include the contiguous property under common ownership or control in its below market rate housing agreement. The agreement shall be recorded against the development project and all contiguous property under common ownership or control and shall require compliance with Chapter 16.96 upon development of each contiguous property under common ownership or control at such time as there are development project applications on such properties that would authorize the application of the BMR requirements contained in Chapter 19.96 to the initial development project and the subsequent development project on the contiguous property under common ownership or control.

16.96.080 Administrative relief.

(a) As part of the initial application submittal for a residential or nonresidential project to which this chapter is applicable, a developer may request that the requirements of this chapter be waived or modified by the City Council, based upon a showing that applying the requirements of this chapter would result in an unconstitutional taking of property or would result in any other unconstitutional result.

(b) The request for a waiver or modification shall set forth in detail the factual and legal basis for the request.

(c) Any request for a waiver or modification shall be reviewed and considered at the same time as the project application.

(d) The waiver or modification may be approved only to the extent necessary to avoid an unconstitutional result, based upon legal advice provided by or at the behest of the city attorney, after adoption of written findings, based on legal analysis and substantial evidence.

SECTION 3. AMENDMENT OF CODE. Chapter 16.97 [State Density Bonus Law] of Title 16 [Zoning] is hereby amended as follows with additions shown in underline and deletions shown in ~~strikeout~~:

Chapter 16.97
STATE DENSITY BONUS LAW

Sections:

16.97.010 Purpose.
16.97.020 Definitions.
16.97.030 Applicability.
16.97.040 Application requirements.
16.97.050 Density bonus.
16.97.060 Incentives.
16.97.070 Discretionary approval authority retained.
16.97.080 Waivers.
16.97.085 Specific plan exemptions.
16.97.090 Affordable housing agreement.
16.97.100 Design and quality.

16.97.010 Purpose.
The purpose of this chapter is to adopt an ordinance that specifies how compliance with Government Code Section 65915 ("State Density Bonus Law") will be implemented in an effort to encourage the production of low income housing units in developments proposed within the city.

16.97.020 Definitions.
Unless otherwise specified in this chapter, the definitions found in state density bonus law shall apply to the terms contained herein.

16.97.030 Applicability.
This chapter shall apply to all zoning districts, including mixed use zoning districts, where residential developments of five (5) or more dwelling units are proposed and where the applicant seeks and agrees to provide low, very low, senior or moderate income housing units in the threshold amounts specified in state density bonus law such that the resulting density is beyond that which is permitted by the applicable zoning. This chapter and state density bonus law shall apply only to the residential component of a mixed use project and shall not operate to increase the allowable density of the nonresidential component of any proposed project.

16.97.040 Application requirements.
(a) Any applicant requesting a density bonus, incentive(s) and/or waiver(s) pursuant to state density bonus law shall provide the city with a written proposal. The proposal shall be submitted prior to or concurrently with filing the planning application for the housing development and shall be processed in conjunction with the underlying application.
(b) The proposal for a density bonus, incentive(s) and/or waiver(s) pursuant to state density bonus law shall include the following information:
(1) Requested Density Bonus. The specific requested density bonus proposal shall evidence that the project meets the thresholds for state density bonus law. The proposal shall also include calculations showing the maximum base density, the number/percentage of affordable units and identification of the income level at which such units will be restricted, additional market rate units resulting from the density bonus allowable under state density bonus law and the resulting unit per acre density. The density bonus units shall not be included in determining the percentage of base units that qualify a project for a density bonus pursuant to state density bonus law.
(2) Requested Incentive(s). The request for particular incentive(s) shall include a pro forma or other report evidencing that the requested incentive(s) results in identifiable, financially sufficient and actual cost reductions that are necessary to make the housing units economically feasible. The report shall be sufficiently detailed to allow the city to verify its conclusions. If the city requires the services of specialized financial consultants to review and corroborate the analysis, the applicant will be liable for all costs incurred in reviewing the documentation.
(3) Requested Waiver(s). The written proposal shall include an explanation of the waiver(s) of development standards requested and why they are necessary to make the construction of the project physically possible. Any requested waiver(s) shall not exceed

the limitations provided by Section 16.97.080 and to the extent such limitations are exceeded will be considered as a request for an incentive.
(4) Fee. Payment of the fee in an amount set by resolution of the city council to reimburse the city for staff time spent reviewing and processing the state density bonus law application submitted pursuant to this chapter.

16.97.050 Density bonus.
(a) A density bonus for a housing development means a density increase over the otherwise maximum allowable residential density under the applicable zoning and land use designation on the date the application is deemed complete. The amount of the allowable density bonus shall be calculated as provided in state density bonus law. The applicant may select from only one of the income categories identified in state density bonus law and may not combine density bonuses from different income categories to achieve a larger density bonus.
(b) In the sole discretion of the city council, the city council may approve a density bonus and/or incentive(s) in accordance with state density bonus law for a project that does not maximize the underlying base zoning density. Additionally, nothing herein prevents the city from granting a greater density bonus and additional incentives or waivers than that provided for herein, or from providing a lesser density bonus and fewer incentives and waivers than that provided for herein, when the housing development does not meet the minimum thresholds.
(c) The density bonus, incentives and waivers provided pursuant to state density bonus law ~~is~~ are not additive with and shall not be combined with the density bonus provided pursuant to Chapter 16.96.040 (FAR and Density Bonus) or Chapter 16.98 (Affordable Housing Overlay).
(d) An applicant shall be ineligible for a density bonus or any other incentives or waivers under this Chapter if the housing development displaces qualifying rental dwelling units, unless the development replaces those units in accordance with State law.

SECTION 4. SEVERABILITY. 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 unenforceable, 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 5. CALIFORNIA ENVIRONMENTAL QUALITY ACT DETERMINATION. The City Council hereby finds that this ordinance is not subject to the provisions of the California Environmental Quality Act ("CEQA") under Sections 15378 and 15061(b)(3) of the of the CEQA Guidelines. The ordinance is a clean up ordinance and has no potential for resulting in physical change to the environment either directly or indirectly.

SECTION 6. EFFECTIVE DATE AND PUBLISHING. This ordinance shall take effect 30 days after adoption. The City Clerk shall cause publication of the ordinance within 15 days after passage in a newspaper of general circulation published and circulated in the city or, if none, the posted in at least three public places in the city. Within 15 days after

the adoption of the ordinance amendment, a summary of the amendment shall be published with the names of the council members voting for and against the amendment.

INTRODUCED on the __ day of _____, 2018.

PASSED AND ADOPTED as an ordinance of the City of Menlo Park at a regular meeting of said Council on the __ day of _____, 2018, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

APPROVED:

_____
Mayor

ATTEST:

_____
Clay Curtin, Interim City Clerk

Draft – 3/27/2018

RESOLUTION NO. 6428

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

WHEREAS, the City Council of the City of Menlo Park adopted the Below Market Rate Housing Program Guidelines on the twelfth of January, 1988; and

WHEREAS, the City of Menlo Park wishes to make clarifications and corrections to those Guidelines to resolve inconsistencies and questions concerning aspects of the operation of the program.

NOW, THEREFORE, IT IS RESOLVED that the revisions to the Guidelines recommended by staff and presented to the City Council on the twenty seventh day of March, 2018, incorporated herein as Exhibit A, govern the operation of the program from this date forward.

I, Clay J. Curtin, Interim City Clerk of the City of Menlo Park, do hereby certify that the above and foregoing Council Resolution was duly and regularly passed and adopted at a meeting by said Council on the twenty seventh day of March 2018, 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 seventh day of March, 2018.

_____

Clay J. Curtin
Interim City Clerk

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STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-057-CC**

Informational Item: **Hello Housing quarterly report**

Recommendation

This is an informational item and no action is required.

Policy Issues

Hello Housing administers aspects of Menlo Park's BMR Housing Program and this report is consistent with the City's policies and efforts to improve housing affordability in Menlo Park.

Background

Menlo Park's Below Market Rate (BMR) Program was created in 1988 to provide affordable homeownership and rental opportunities for low and moderate income families living or working in Menlo Park. The City currently has 65 owner-occupied BMR units, with three more coming on line soon. They also have four rental, city managed, BMR Units and more units available in the Gateway Apartments, Willow Court & Willow Terrace, Crane Place & Partridge Place, Anton Menlo and Sequoia Belle Haven.

In the late 1980's, Menlo Park's Purchase Assistance Loans (PAL) and Emergency Rehab Loan (ERL) programs were created. The PAL program was a second mortgage loan designed to help home buyers qualify for a first mortgage loan and was only offered to first time home buyers. PAL loans were funded from the BMR fund and its terms were 30 years at 5%. The ERL program was funded by the Redevelopment Agency (RDA) and provided home improvement and emergency repair funds to income-qualified homeowners in the Belle Haven neighborhood. The RDA was dissolved in early 2012.

San Mateo County also had two loan programs called the Community Development Block Grant (CDBG) and the Rehab Loan Program. They worked similar to RDA's ERL loan, but was funded by the county and managed and administered by the City of Menlo Park.

Menlo Park's BMR Housing and Loan Programs were managed by its own Housing Division, until 2012 when it was dissolved with the RDA. After the dissolution, Menlo Park contracted with Palo Alto Housing Corporation (PAHC) for BMR program administration and with Hello Housing for PAL loan management. In June 2014, the City did not renew its contract with PAHC and contracted with Hello Housing to manage BMR and PAL loan servicing, while city staff managed the RDA and CDBG loans.

In May 2015, the City amended Hello Housing's contract so they managed the Ownership-BMR program, the four city-managed BMR Rentals and all four loan programs (PAL, ERL, RDA, & CDBG).

Analysis

Attachment A is the first quarterly report from Hello Housing for 2018. Hello Housing provides a quarterly update to the Housing Commission, but given the additional public interest in affordable housing, staff feels that quarterly reports are appropriate information items for The City Council. The Housing Commission reviewed and accepted the report from Hello Housing at its March 14, 2018 meeting.

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. Hello Housing 2018 Q1 Report

Report prepared by:
Meghan Revolinsky, Management Analyst II

Report reviewed by:
Jim Cogan, Housing and Economic Development Manager

MEMORANDUM

Date: February 28, 2018

To: Jim Cogan, Housing and Economic Development Manager for the City of Menlo Park

From: Hello Housing, Administrator of Menlo Park's Below Market Rate (BMR) Housing Program

Subject: Quarterly BMR Housing Program Report – Q1 2018

The City of Menlo Park is currently contracted with Hello Housing, a nonprofit housing organization, to administer its Below-Market Rate (BMR) Housing Program along with providing loan servicing of the City's below market rate loans, including Purchase Assistance Loans, CDBG Loans, Rehab Loans and Emergency Rehab Loans. This Quarterly Report contains an update on Hello Housing's activities during the first quarter of 2018 (Q1).

BMR Home Resale and Refinance Activity

BMR Home Re-sales	*BMR Home Refinances or HELOCs*	*BMR Home Value Calculation Requests*
0	***0***	***2***

During Q1, there were no re-sales or refinances that took place within the BMR portfolio. Two homeowners requested their BMR home value calculations to help them decide whether to refinance their mortgages. So far, neither of these homeowners has moved forward with requesting approval of a refinance.

Below Market Rate Waiting List Management

Hello Housing manages the City's Waiting List for the BMR Housing Program. This includes accepting and processing applications from interested households and doing an annual mailing campaign to recertify current waiting list members. Households may apply to be on the waiting list purchase a BMR unit or may apply to be on the interest list to rent a BMR unit, or both.

During Q1, so far Hello Housing has processed 15 new BMR waiting list applications, 6 of which were eligible to be added to the list.

The number of eligible households currently on the Waiting List is as follows:

Program	# of Participants
BMR Homeownership Waiting List Only	22
BMR Rental Interest List Only	110
BMR Homeownership Waiting List + BMR Rental Interest List	142
Total	274

In addition, in March Hello Housing will start the annual Waiting List Update process, which consists of up to three rounds of communication to participants throughout two months, requesting that each participant submit a new application with their updated household information. Below is a summary of the three rounds of outreach to waiting list members that will take place in March and April:

1st Round of Outreach: A personalized letter with an updated application is sent out to each member along with a notification email and a date by which to respond.

2nd Round of Outreach: After three weeks, a follow-up email along with a personal phone call is made to each non-responding member.

3rd Round of Outreach: A "Final Notice" letter is sent along with a corresponding email to each non-responder. Additionally, Hello Housing contacts each non-responder by phone.

Final Status Update: Any non-responders or ineligible households are removed from the waiting list and the remaining members' positions are updated accordingly. A final letter is sent to each member informing them of their current status and position, if applicable (ranking positions only apply to the homeownership waiting list, not the rental interest list).

Please Note: at this time, households who were on the waiting list but report that they no longer live or work in Menlo Park due to displacement are not being removed from the waiting list until further instruction is provided from the City. Hello Housing is maintaining records of households who have reported having been displaced in order to follow up for supporting documentation once a policy is in place to address this.

Below Market Rate Preservation Projects

At staff's request, a key BMR preservation and protection activity has been underway by Hello Housing to ensure that BMR homeowners have not over-encumbered their BMR homes with

unapproved loans. Under this activity, Hello Housing completed a forensic review of all loan activity across the portfolio to determine if any Home Equity Loans or any other unapproved loan transactions have taken place across the portfolio that would be in violation of the BMR program guidelines. 12 homeowners were identified as being at risk of over-encumbrance. Hello Housing ordered preliminary title reports for these properties and completed an in-depth review of each report, also performing a financial analysis to estimate the amount of over-encumbrance for each home based on their current maximum BMR resale value.

Through this process, five homeowners were identified who appeared to owe more debt against their BMR homes than their maximum BMR resale value. In addition, three homeowners were identified who took out refinance loans that were not approved by the City, but were not in excess of their maximum BMR resale value. Hello Housing subsequently mailed letters to each of these delinquent homeowners informing them of next steps to be taken in order to bring them back into compliance. All eight of these homeowners were responsive to Hello Housing's outreach. Below is a summary of their current statuses:

- 3 homeowners are over-encumbered due to having Home Equity Lines of Credit, unapproved first mortgage financing, and/or other debt against their property such as tax liens which in total exceed their maximum BMR home value. They have each agreed not to draw any additional funds from their HELOCs and will be providing updated loan statements to Hello Housing each year along with their owner occupancy monitoring.
- 1 homeowner is not over-encumbered but has an open HELOC. They have agreed not to draw any additional funds from their HELOC and will be providing updated loan statements to Hello Housing each year along with their owner occupancy monitoring.
- 3 homeowners are not over-encumbered and do not have any subordinate financing. They have agreed to engage with Hello Housing for any potential future financing transactions and Hello Housing will monitor their properties each year.
- 1 homeowner is still providing additional documentation to Hello Housing to confirm their status but appears not to be over-encumbered. They do have an open HELOC, which will be addressed.

Additionally, one homeowner was identified who had a delinquent property tax payment from 2012-2013 that resulted in a property tax lien of nearly $17,000. Hello Housing sent the homeowner a letter, alerting her to the fact that in California, the County tax collector is able to sell your home in order to satisfy the defaulted property taxes after a 5-year waiting period and asking her to contact us as soon as possible. The homeowner immediately contacted us to inform us that she is currently in a payment plan with the County and has already paid about half of the amount due. She plans to repay the remaining amount this year, and has provided evidence of her payment plan to Hello Housing. Hello Housing will continue to follow up with the homeowner to verify that this is resolved.

Hello Housing also monitors Notices of Default that are recorded on BMR properties with the goal of preventing the BMR home from being lost from the affordable housing portfolio through foreclosure. No Notices of Default have been received during Q1.

Loan Servicing

In addition to administering the City's BMR Housing Program, Hello Housing provides loan servicing of the City's Purchase Assistance Loans, CDBG Loans, Rehab Loans and Emergency Rehab Loans. Below is a general summary of loans serviced under Hello Housing's contract.

Total funds remitted back to the City through loan servicing in the fourth quarter* of 2017: **$30,459.73** *complete data is not yet available for Q1.

BMR Loan	Total Loan's Serviced	Current Active	Current Deferred
Purchase Assistance Loans	**23**	**23**	**0**
CDBG Loans	**9**	**6**	**3**
REHAB Loans	**4**	**4**	**0**
ERL Loans	**6**	**6**	**0**
Total	***42***	***39***	***3***

Since taking on the loan servicing contract in 2013, Hello Housing has developed a process of engaging with delinquent borrowers in order to assist them to begin making payments on their City loans. As of this report, 43 loans have been paid off in full (totaling roughly $1.9M in principal and accrued interest) and 39 delinquent borrowers have returned to compliance on their loan payment commitments. As of this report, only two borrowers are currently under review due to delinquency and both are working with Hello Housing and the City to resolve the issues.

BMR Homeownership Opportunities

1274 Garden Street, East Palo Alto

A moderate-income buyer purchased 1274 Garden Street, East Palo Alto in mid-December 2017. This is a BMR home that was offered through San Mateo County's Single-Family Preservation Pilot Program. Through this program, a portfolio of homes were purchased in order to expand and preserve affordable, single-family homeownership and rental housing for low and moderate-income households in East Palo Alto and Menlo Park. The homes are available to households earning less than 120% of the Area Median Income and have resale restrictions.

The information about 1274 Garden Street was shared with the Menlo Park BMR Homeownership Waiting List, but the approved buyer, who is a teacher from the Ravenswood

City School District, was not from the City's List. Hello Housing will continue to market to the homeownership wait list as natural turnover takes place within the EPA Preservation Pilot portfolio.

The Pilot Program's preference point criteria are as follows:

- 1 Point: At least one adult household member currently lives in the City of East Palo Alto.

- 1 Point: At lease one adult household member currently works in the City of East Palo Alto.

- 1 Point: If no one in the household lives in the City of East Palo Alto, at least one adult member of the household moved out of East Palo Alto no more than three years ago, after having lived in East Palo Alto for at least 10 consecutive years.

More information about the program is available at www.hellohousing.org/1274gardenstreet/.

Below Market Rental Recertification's and Compliance

Hello Housing conducts annual income recertification of the households living in the four BMR rental units located 1175 and 1177 Willow Road, which are owned and managed by the City of Menlo Park. In addition, Hello Housing is working with City staff to craft an approach to ensure that other BMR rental units within the City, such as those at Anton Menlo, maintain ongoing compliance with the BMR Program Guidelines.

Other BMR Program Activities

Hello Housing acts as a resource to all current BMR homeowners and borrowers to field questions that may come up around compliance with program requirements. The BMR Deed Restrictions and Program Guidelines contain policies on several aspects of owning a BMR home that each homeowner agreed to follow. Hello Housing works with homeowners on an ongoing basis to provide clarity on these policies when questions come up. Topics may include transfers of title, inheritance of BMR homes, refinancing requirements, the resale process, City policy on owner occupancy, preferred lender referrals for refinancing, and other questions.

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STAFF REPORT

City Council
Meeting Date: **3/27/2018**
Staff Report Number: **18-068-CC**

Informational Item: **Update on the Transportation Master Plan Status**

Recommendation

This is an informational item and does not require City Council action.

Policy Issues

The development of a Transportation Master Plan is included as one of the top six priority projects in the City Council's adopted 2018 workplan and is also one of the highest priority implementation programs in the 2016 General Plan Circulation Element.

Background

The Transportation Master Plan is the highest priority program following the adoption of the ConnectMenlo General Plan Land Use and Circulation Elements adopted in November 2016.

The Transportation Master Plan will bridge the policy framework adopted within the Circulation Element and project-level efforts to modify the transportation network within Menlo Park. Broadly, it provides the ability to identify appropriate projects to enhance the transportation network, conduct community engagement to ensure such projects meet the communities' goals and values, and prioritize projects based on need for implementation. The Transportation Master Plan, when completed, will provide a detailed vision, set goals and performance metrics for network performance, and outline an implementation strategy for both improvements to be implemented locally and for local contributions toward regional improvements. It will serve as an update to the City's Bicycle and Sidewalk Plans. Following development of the Master Plan, the Transportation Impact Fee program update would provide a mechanism to modernize the City's fee program to collect funds toward construction of the improvements identified and prioritized in the Master Plan.

On March 13, 2018, staff provided an informational update on the status of the Plan which summarized the consultant selection process, appointments to the 11-member Outreach & Oversight Committee, project initiation, and the first round of community engagement conducted between August and October 2017. The outreach efforts, resulting in approximately 1,000 participants, led to the identification of the top priorities from the community:

- Safer bike and pedestrian crossings
- Reducing delays and travel time
- Safe and convenient bicycle connectivity
- Minimizing cut-through traffic on residential streets

On October 30, 2017, the Committee discussed the performance measures and prioritization criteria for the

Transportation Master Plan, building on the community engagement feedback described above. Feedback from the Committee further highlighted safety, congestion relief, complete streets, quality of life, sustainability, education and enforcement, and advanced transportation technologies as considerations for the criteria.

Following the October 30, 2017, Committee meeting, City staff and the W-Trans team worked together to compile existing traffic and collision history data to develop initial strategies and recommendations that the City could implement to address transportation challenges. The recommendations will include program strategies and infrastructure projects that address safety, active transportation, congestion relief, green infrastructure, transit, safe routes to school, and transportation demand management. However, when the W-Trans team analyzed the data, the collision history highlighted four key corridors (Willow Road, Bayfront Expressway, El Camino Real, and Sand Hill Road) in the City that should be prioritized due to higher volumes and the severity of collision patterns. In addition, some of the recommendations will require potential trade-offs due to limiting factors such as available right-of-way and costs. The second Committee meeting, held on March 20, 2018, focused on discussion of trade-offs and potential modifications to Bayfront Expressway and Willow Road.

Analysis

The presentation and materials from the March 20, 2018 Committee meeting are available on the City project webpage (menlopark.org/TMP). The purpose of this meeting was to request feedback on the recommendations, with a particular focus on potential trade-offs. The alternatives were developed building upon those presented in the Dumbarton Transportation Corridor Study prepared by SamTrans in November 2017 and considering City input on the Study alternatives (http://samtrans.com/Planning/Planning_and_Research/DumbartonTransportationCorridorStudy.html).

The City's Plan, to be successful in guiding future project implementation efforts, will need to resolve many long-standing trade-offs between preferences for vehicle throughput and capacity, transit accessibility and frequency, and multi-modal access and safety. The range of alternatives to modify Bayfront Expressway and Willow Road were presented as a first step in the development of strategies and recommendations for two high priority regional corridors. This discussion was necessary early in the Plan process to clarify preferences for potential major infrastructure changes. The Committee's discussion of these corridors provided feedback on both the Plan development process and specific corridor recommendations, as summarized below.

Plan development and next steps

The Committee conducted a deliberate and extensive discussion providing feedback on the overall Plan development and process. Several of the Committee members expressed a desire to see the high priority corridors in context of the overall City recommendations, without which some expressed concern that they could not provide comprehensive feedback at this stage. Further, because the recommendations focused on major infrastructure projects on regional routes, several Committee members expressed a desire to see recommendations instead focus on higher level goals and priorities and/or demonstrated safety issues that are more in line with the goals and policy context set by the ConnectMenlo Circulation Element to encourage multi-modal travel and reduce demand for single-occupant vehicle travel. Committee members and public comment also reflected a desire to see comprehensive bicycle and pedestrian network recommendations, which will come forward to the Committee at their next meeting.

In response to the feedback provided, staff is working with the Committee members to schedule the third meeting in May 2018 to review the Citywide recommendations prior to conducting the next round of community engagement. Staff concurs with the Committee's request for an additional meeting at this stage,

and is evaluating options to do so within the workplan milestones established by the Council. Staff is currently polling Committee members to finalize a meeting time including weeknight evenings and Saturdays in May. Staff anticipates hosting the next meeting at the Menlo Park Senior Center or the Laurel School Upper Campus. Depending on the date determined, the next phase of community engagement, targeted for May and June 2018, may not be feasible prior to the end of this school year and may need to be rescheduled for early fall 2018 to maximize the ability of community members to participate.

Two options for the project schedule going forward are summarized below, depending on the date for the next Committee meeting.

Project Schedule Alternatives, pending Committee availability	Option 1	Option 2
Oversight & Outreach Committee Meeting #3: Draft Citywide Strategies and Recommendations	Early May 2018	Late May 2018
Community Open House (in-person and online)	June 2018	September 2018
Draft Transportation Master Plan	December 2018	March 2019
Final Transportation Master Plan	June 2019	September 2019
Draft Transportation Impact Fee Update	September 2019	December 2019
Final Transportation Impact Fee Update	December 2019	March 2020

The Plan's scope of work called for four Committee meetings during the course of the project, three during the Plan development and one for the transportation impact fee program update. Staff is currently evaluating the potential of using all four meetings for the Plan development. If additional meetings are necessary, staff would return to the Council with a contract amendment and budget appropriations request for this effort.

Bayfront Expressway

Four alternatives were presented, ranging from conversion of the existing roadway shoulder to bus lanes to converting Bayfront Expressway to a freeway-type facility by removing existing traffic signals, modifying local access and providing a connection to US 101 at Marsh Road. The Committee members voiced concerns about projects that included grade separations along Bayfront Expressway which would limit local access and remove several existing traffic signals. One major area of concern was that initial engineering investigations have shown that due to high water table levels and the proximity to the San Francisco Bay marshlands, grade separations would likely need to be elevated structures; i.e., lowering of Bayfront Expressway or connecting roadways would not be cost effective and is likely not feasible for long term operations and maintenance. While some support for an improved elevated connection between Bayfront Expressway and US 101 via Marsh Road was expressed, concerns were conveyed about the utility of such a connection absent other significant improvements to increase capacity in both the Dumbarton bridge and US 101 corridors.

Further concerns were raised about the ability to fund both major highway and transit improvements along the Bayfront and Dumbarton corridors. Due to these concerns, staff will direct the W-trans team to not pursue further plans for grade separations and freeway-type improvements. Possible recommendations for shoulder bus lanes and a request to evaluate a potential reversible at-grade lane (similar to the 'zipper' lane on the Golden Gate Bridge, US 101, connecting San Francisco and Marin Counties) will be further explored

instead. Additionally, impacts of these suggestions on bicycle and pedestrian connectivity, and other strategies to improve bicycle and pedestrian connectivity, will be explored as part of development of the Citywide recommendations. Staff plans to request a meeting of the Bayfront Expressway Council subcommittee prior to the next Committee meeting to discuss this approach and next steps.

Willow Road

The scope of options presented included the length of Willow Road between Middlefield Road and Bayfront Expressway, and ranged from spot improvements at each signalized intersection to several corridor options for enhanced transit service along Willow Road. The W-trans team presentation focused on the alternatives that required discussion of trade-offs, and due to limited meeting time did not walk through every recommendation for the corridor. Significant discussion occurred on the potential desirability to widen Willow Road, especially as proposed in the Dumbarton Transportation Corridor Study to add bus lanes between Bayfront Expressway and US 101 and eliminate the existing bicycle lanes in favor of a multi-use path on one side of the roadway. Through this discussion, the Committee members raised concerns about widening of Willow Road for any purpose and expressed a desire to see improvements provided to reduce crossing distances and improve safety and bicycle connections along the corridor. Modifications to the intersection of Willow Road and Middlefield Road were presented, but will come back to the Committee for further discussion at the next meeting to allow for more discussion regarding trade-offs.

Major project milestone progresses and deliverables will continue to be posted on the City project website (menlopark.org/TMP**).**

Attachments

There are no attachments.

Report prepared by:
Kristiann Choy, Senior Transportation Engineer

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