



**SPECIAL AND REGULAR MEETING AGENDA**

**Date:** 6/27/2023  
**Time:** 5:00 p.m.  
**Locations:** [Zoom.us/join](https://zoom.us/join) – ID# 814 7839 7160 and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**City Councilmember Combs will be participating from:**  
**122 Spring St.**  
**Charleston, SC 29403**

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

**How to participate in the meeting**

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

**Watch meeting:**

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

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**Special Session**

**A. Call To Order**

**B. Roll Call**

**C. Closed Session**

C1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU)

Agency designated representatives: City Manager Justin I.C. Murphy, Administrative Services Director Brittany Mello, Assistant City Manager Stephen Stolte, City Attorney Nira Doherty, Special Counsel Charles Sakai  
Not a California Environmental Quality Act (CEQA) project.

## Regular Session

### D. Call To Order

### E. Roll Call

### F. Agenda Review

### G. Public Comment

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

### H. Consent Calendar

H1. Accept the City Council meeting minutes for May 9, 23, 30, and June 13, 2023 ([Attachment](#))  
Not a CEQA project.

H2. Amend the agreement with APTIM Environmental and Infrastructure, LLC for the operation, maintenance and reporting of the Bedwell Bayfront Park Landfill gas and leachate collection and control systems for an additional six months ([Staff Report #23-143-CC](#))  
Determine this action is categorically exempt under CEQA Guidelines §15301 exemption for existing facilities.

H3. Amend the contract with Chrisp Company to add funding to install the Middle Avenue bicycle lane pilot ([Staff Report #23-144-CC](#))  
Not a CEQA project.

H4. Authorize the city manager to enter into a five-year maintenance agreement with ADVNC Air Technologies for the preventative maintenance and repair services for heating, ventilation, and air conditioning systems within city buildings ([Staff Report #23-145-CC](#))  
Not a CEQA project.

H5. Waive the second reading and adopt an ordinance adding Chapter 1.15 "Administrative Citations" and amending Chapter 8.04 "Nuisances" to add additional "Enumerated" nuisances to subsection 8.04.010 ([Staff Report #23-146-CC](#))  
Not a CEQA project.

H6. Adopt a resolution amending City Council Policy CC-23-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities ([Staff Report #23-151-CC](#))

Not a CEQA project.

## **I. Public Hearing**

- I1. Adopt a resolution overruling protests, ordering the improvements, confirming the diagram/area of assessment and ordering the levy and collection of assessments for Landscaping Assessment District for fiscal year 2023-24 ([Staff Report #23-147-CC](#))  
Not a CEQA project.

## **J. Regular Business**

- J1. Adopt resolutions for fiscal year 2023-24: adopting budget and capital improvement plan; establishing appropriations limit; amending the salary schedule effective July 2, 2023; extending rate assistance program through June 2024; and accept award authority and bid requirement through June 2024 ([Staff Report #23-150-CC](#))  
Not a CEQA project.
- J2. Review and authorize staff to submit the revised Housing Element for the 2023 to 2031 planning period to the California Department of Housing and Community Development ([Staff Report #23-148-CC](#))  
Not a CEQA project.
- J3. Waive the first reading and introduce by title only an ordinance adding Menlo Park Municipal Code Chapter 8.05 to require the use of zero emission landscaping equipment (ZELE) ([Staff Report #23-153-CC](#))  
Not a CEQA project.
- J4. Adopt a resolution setting forth civil fines, charges and interest rate for unpaid fines from administrative citations pursuant to Menlo Park Municipal Code Chapter 1.15 "Administrative Citations" ([Staff Report #23-149-CC](#))  
Not a CEQA project.

## **K. Informational Items**

- K1. City Council agenda topics: July 11 – August 15 ([Staff Report #23-152-CC](#))

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

## **M. City Councilmember Reports**

## **N. Adjournment**

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

At every special meeting of the commission, members of the public have the right to directly address the commission on any item listed on the agenda at a time designated by the chair, either before or during consideration of the item.

For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

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

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**SPECIAL AND REGULAR MEETING MINUTES – DRAFT**

**Date:** 5/9/2023  
**Time:** 5:00 p.m.  
**Locations:** Teleconference and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**Special Meeting**

**A. Call To Order**

Mayor Wolosin called the meeting to order at 5:01 p.m.

**B. Roll Call**

**Present:** Combs (arrived at 5:15 p.m.), Doerr, Nash, Taylor, Wolosin  
**Absent:** None  
**Staff:** City Manager Justin I. C. Murphy, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Closed Session**

- C1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU), American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and Confidential employees

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

- C2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Paragraph (1) of subdivision (d) of §54956.9  
Name of case: David Fogel et al. v. City of Menlo Park, Case No. 21-CIV-06674

**Regular Meeting**

**D. Call To Order**

Mayor Wolosin recalled the meeting to order at 6:06 p.m.

**E. Agenda Review**

None.

## **F. Report from Closed Sessions**

No reportable action.

## **G. Public Comment**

- Roland Lebrun spoke in support of wayside horns at train tracks (Attachment).
- Rick DeGolia spoke in support of the quiet zone.
- Renee Barnstone spoke in support of quiet zone.

## **H. Presentations and Proclamations**

Mayor Wolosin reordered the agenda section H. Presentations and Proclamations.

### **H2. Proclamation: Recognizing Public Works Week (Attachment)**

Mayor Wolosin read the proclamation (Attachment).

Administrative Assistant Maddie Godinez accepted the proclamation.

- Pam Jones spoke in support of the city's public works department.
- Kathleen Daly spoke in support of the city's public works department.
- Katie Behroozi spoke in support of the city's public works department.

### **H4. Proclamation: Recognizing May 2023 as Bike Month (Attachment)**

Mayor Wolosin read the proclamation (Attachment).

Complete Streets Commission Chair Sally Cole and Vice Chair Jacqui Cebrian accepted the proclamation.

- Katie Behroozi spoke in support of Bike to Work Month.

### **H3. Proclamation: May 2023 Mental Health Month (Attachment)**

Mayor Wolosin read the proclamation (Attachment).

Kristie Lui (She/Her/Hers) Co-Chair, San Mateo County May Mental Health Month Planning Committee and San Mateo County Behavioral Health and Recovery Services Office of Diversity and Equity accepted the proclamation.

- John Butler spoke in support of mental health services.
- Kathleen Daly spoke in support of mental health services.
- Katie Behroozi spoke in support of mental health services.

H5. Proclamation: Jewish American Heritage Month (Attachment)

Mayor Wolosin introduced the proclamation (Attachment).

H6. Proclamation: Asian American Pacific Islander Heritage Month (Attachment)

Mayor Wolosin introduced the proclamation (Attachment).

H1. Presentation: UC Berkeley students regarding affordable housing opportunities on the City-owned parking plazas in downtown

University of California, Berkeley (UCB) students made the presentation (Attachment).

- Adina Levin spoke in support of affordable housing in the downtown parking lots.
- Simon Henson requested information on opportunities to enact the UCB visions and adding the presentations to the website.
- Jenny Michel spoke in support of the presented concepts and expressed concerns on density and omission of the Safeway parking lot in the scope.
- Karen Grove spoke in support of the ideas and concepts presented by the students.
- Sally expressed concerns about the potential reduction of parking in the downtown and block housing designs.

The City Council discussed the need for additional and affordable housing and parking in downtown.

The City Council took a recess at 8 p.m.

The City Council reconvened at 8:12 p.m.

**I. Consent Calendar**

I1. Accept the City Council meeting minutes for April 4 and 18, 2023 (Attachment)

I2. Confirm Complete Streets Commission recommendation to make the Ravenswood Avenue bike lane pilot permanent (Staff Report #23-107-CC)

The City Council received clarification on the requested action.

The City Council requested that pilot projects be agendized as regular items.

- Jacqui Cebrian spoke in support of the permanent bike lane.
- Sally Cole spoke in support of the permanent bike lane.

**ACTION:** Motion and second (Wolosin/ Nash), confirm the recommendation from the Complete Streets Commission (CSC) to make the Ravenswood bike lane pilot permanent as part of the resurfacing of Ravenswood Avenue, which began at the end of April 2023 and will be complete by June 2023, passed 4-1 (Combs dissenting).

- I3. Authorize the Mayor to execute the second amended and restated joint powers agreement with the San Francisco Creek Joint Powers Authority (Staff Report #23-108-CC)
- I4. Authorize the Mayor to sign a letter on behalf of the City Council to PG&E regarding recent extended power outages (Staff Report #23-109-CC)

The City Council directed amendments to the letter, which included PG&E approval of claims associated with long-term power outages and reimbursement of costs for the city's hotel stay program.

- I5. Receive annual City Council priority and goal setting workshop final report (Staff Report #23-110-CC)
- I6. Receive and file the investment portfolio as of March 31, 2023 (Staff Report #23-114-CC)
- I7. Adopt a resolution to authorize the city manager to execute a community funding agreement with Habitat for Humanity Greater San Francisco (Habitat) in the amount of \$1.2 million for the preservation of existing housing in Belle Haven through their Homeownership Preservation Program (Staff Report #23-117-CC)

**ACTION:** Motion and second (Doerr/ Taylor), to approve the consent calendar with edits to item I4. and with the exception of I2., passed unanimously.

## **J. Regular Business**

- J1. Provide direction on the five-year capital improvement plan (Staff Report #23-115-CC)

Assistant Public Works Director Tanisha Werner made the presentation (Attachment).

- David Wuertele spoke in support of a quiet zone.
- Aubrey Williams spoke in opposition of a quiet zone.
- Adam Tobin spoke in support of a quiet zone.
- Linda Lee spoke in support of a quiet zone.
- Rishiraj Pravahan spoke in support of blocking the track from vehicles and pedestrians and in support of a quiet zone.
- Alex Johnson spoke in support of a quiet zone.
- Sloane Citron spoke in support of a quiet zone.
- JoAnne Goldberg spoke in support of a quiet zone.
- Vince Bressler spoke in support of a quiet zone.
- Adina Levin spoke in support of improving safety of streets especially Willow Road north of US Highway 101 and the El Camino Real corridor.
- Jeff Schmidt spoke on the urban canopy differences between Districts 2, 3, 4, 5 and District 1 and in support of increased budget for the urban forest master plan.
- Carrie spoke in support of a quiet zone.
- Jeff Jacques spoke in support of a quiet zone.
- Kyle Snyder spoke in support of a quiet zone.

- Ming T spoke in support of a quiet zone.
- Mark Cohen spoke in support of a quiet zone.
- Pam Jones requested clarification of funding for a quiet zoning.
- Ann Koehler spoke in support of a quiet zone.
- Melissa Mills spoke in support of a quiet zone.

The City Council received clarification on:

- Quiet zone designs related to funding and costs and funding sources
- Staff recommendations for quiet zones
- Funding sources for quiet zones and impacts to other capital improvement projects (CIP)
- Current impact fees ability to contribute to quiet zones
- Police radio funding
- El Camino Real crossing improvements current tier and progress
- Allocating transient occupancy tax (TOT) use for quiet zone funding
- Building exterior improvements
- Grant opportunities
- Climate Action Plan (CAP) communitywide implementation costs and funding
- Sea Level Rise Resiliency plan and possible future BRIC grant funding
- Parking plaza renovations
- Downtown parking permit revenue
- Willow Road/US Highway 101 interchange landscaping timeline

The City Council discussed smart irrigation infrastructure, electric vehicle chargers at city hall, urban forest master plan, funding sources for projects, Willow Road/US Highway 101 interchange and drafting a letter to Caltrain about the impacts and screening, adding park improvements above the maintenance baseline, and utilizing more consultants to augment staff capacity.

The City Council directed staff to provide the most recent inventory of street trees in the Belle Haven neighborhood, locate funding for quiet zones at two crossings, pursue full screening at the Willow Road/U.S. Highway 101 interchange, bring a study session item on the El Camino Real bike lane safety, and allow the installation of the restroom proposed at Willow Oaks park be considered separately from the other park improvements proposed.

The City Council requested the following item tiers to be updated (Nos. referenced from Attachment B of staff report):

- No. 29 Willow Oaks park to tier 1
- No. 16 Sea Level Rise Resiliency plan to tier 1
- No. 19 Urban forest master plan to tier 1
- No. 32 San Francisquito Creek upstream of 101 flood protection to tier 1
- No. 33 Stormwater Master Plan to tier 1
- No. 59 Willow/101 interchange improvements to tier 1
- No. 37 Downtown parking lot study to tier 1
- No. 18 Burgess campus microgrid and electrification to tier 1
- No. 13 Building exterior improvements to tier 2 or 3
- No. 54 Caltrain grade separation to tier 3
- No. 40 Plaza 7 renovations to on hold
- No. 41 Plaza 8 renovations to on hold
- No. 50 El Camino Real crossing improvements to tier 1 or 2

The City Council directed:

- CAP leaf blower equipment replacement as an operating budget item opposed to a capital request
- Return with updated tiers for CIP items listed above to balance the additional tier 1 requests
- Reviewing tier levels of No. 12 Belle Haven Child Development Center zero net energy retrofit and No. 13 Building exterior improvements to ensure completion.
- Reviewing tier for No. 20 Aquatic center maintenance to ensure preventative repairs are made

The City Council expressed support for seeking quiet zone funding for two crossings (Ravenswood and Oak Grove Avenue) and exploring the use of TOT and transportation impact fees (TIF) fees, if applicable.

The City Council discussed tennis and pickleball court maintenance, utilizing the downtown public amenity fund and seeking additional funding for the quiet zone, replacement and usage of city electric leaf blowers, and exploring assessment districts if a viable option.

**ACTION:** By acclamation, the City Council extended the meeting past 11 p.m.

#### **K. Informational Items**

- K1. City Council agenda topics: May 23 – June 13 (Staff Report #23-116-CC)
- K2. Transmittal of city attorney billing (Staff Report #23-111-CC)
- K3. Update on pilot quick build intersection improvements at Menlo Avenue and University Drive (Staff Report #23-112-CC)

The City Council received clarification on how bicyclists navigate the intersection.

- K4. Update on the Willow Road-U.S. 101 Interchange landscaping (Staff Report #23-113-CC)
- Pam Jones commented on the environmental justice issue arising from the impacts to air and noise quality from the lack of landscaping and screening.

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

None.

#### **M. City Councilmember Reports**

City Councilmember Nash reported out on the Peninsula Clean Energy meeting and the Finance and Audit Committee vacancies.

Vice Mayor Taylor reported out on the C/CAG meeting (Attachment).

City Councilmember Doerr commented on the lessons learned from the storm events and their office hours at Woodside Bakery and Cafe.

Mayor Wolosin reported out on their virtual office hours and quarterly in-person opportunity.

City Councilmember Combs reported out on their weekly office hours Cafe Zoe.

## **N. Closed Session**

- N1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU), American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and Confidential employees

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

- Matt Pruter spoke on labor negotiations.
- Fahteen Kahn spoke on concerns related to labor negotiations.
- Sokny Sy spoke in support of labor negotiations and concerns on cost of living and current pay scale.
- Jom Sicat spoke in support of labor negotiations and concerns on retaining the level of service at current wages and staffing levels.

- N2. CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION Paragraph (1) of subdivision (d) of §54956.9)  
Name of case: David Fogel et al. v. City of Menlo Park, Case No. 21-CIV-06674

## **O. Adjournment**

Mayor Wolosin adjourned to the closed session at 11:16 p.m.

Mayor Wolosin adjourned the meeting at 12:30 p.m.

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



**REGULAR MEETING MINUTES – DRAFT**

**Date:** 5/23/2023  
**Time:** 6:00 p.m.  
**Locations:** Teleconference and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**A. Call To Order**

Mayor Wolosin called the meeting to order at 6:03 p.m.

**ACTION:** Motion and second (Doerr/ Nash), to add an emergency item for the use of Assembly Bill 2449 (AB 2449) to the agenda, passed 4-0 (Combs absent).

**ACTION:** Motion and second (Nash/ Doerr), to approve the remote participation under AB 2449 Emergency Circumstances for Vice Mayor Taylor, passed 4-0 (Combs absent).

**B. Roll Call**

**Present:** Combs (arrived at 6:22 p.m.), Doerr, Nash, Taylor (remote – AB 2449 Emergency Circumstances), Wolosin  
**Absent:** None  
**Staff:** City Manager Justin I. C. Murphy, Assistant City Manager Stephen Stolte, City Attorney Nira F. Doherty, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Agenda Review**

The City Council announced the reordering of items F2. and F1. after item D.

The City Council pulled items H2., H3., H4., and H5.

**D. Report from Closed Session**

No reportable action.

**F. Presentations and Proclamations**

F1. Proclamation: Gun Violence Awareness Day (Attachment)

- Leah Elkins spoke in support of safe storage.
- Paula Havciocia spoke in support safe storage and regulations.

Mayor Wolosin read the proclamation (Attachment).

Moms Demand Action representatives accepted the proclamation.

F2. Presentation: Menlo Park Youth Poetry Voices

Director of Library and Community Services Sean Reinhart introduced the item.

Youth poets read their poems.

**E. Public Comment**

- John Butler spoke in support of Mental Health Awareness month.
- Steven Soult spoke in support of labor negotiations and improving employee morale.
- Jom Sicat spoke in support of labor negotiations and recognizing impacts to staff.
- Suzanna Fong with donated time from Keith Dowdell spoke in support of labor negotiations and improving employee morale.
- Caitlin Shannon spoke in support of labor negotiations and considerations of internal promotional opportunities.
- Sokny Sy spoke in support of labor negotiations with the consideration of equity for employees.
- Dani O'Connor with donated time from Alan Acker spoke in support of labor negotiations and alternative solutions for employee benefits.
- Whit Loy spoke in support of fair and equitable wages for employees.
- Dimitri Katsaros spoke in support of labor negotiations, fair wages, and equity for employees.
- Sally Cole requested the City Council fast track the pilot at the intersection of Menlo Avenue and University Dive.
- John Hickson spoke in support of the Farmers' Market.
- Chris Kummerer spoke in support of written, legal policies for planning and building.
- Fahteen Khan spoke in support of labor negotiations.
- Matt Pruter spoke in support of labor negotiations.

**G. Advisory Body Vacancies and Appointments**

G1. Consider applicants and make appointments to fill vacancies on the Finance and Audit Committee (Staff Report #23-122-CC)

City Clerk Judi A. Herren introduced the item.

- Lynne Bramlett provided more information for their application, in support of grant opportunities for the city, more stringent building codes, and additional community involvement.

The City Council made appointments to fill vacancies on the Finance and Audit Committee:

- Lynne Bramlett – term expiring April 30, 2025
- Jeyanta Dey – term expiring April 30, 2025

**H. Consent Calendar**

H1. Accept the City Council meeting minutes for March 28, 2023 (Attachment)

H2. Adopt a resolution authorizing the city manager to execute an agreement with Bigbreak, LLC (Chefables) in an amount not to exceed \$100,000 for the delivery of food services at the Belle

Haven Child Development Center during fiscal year 2023-24 (Staff Report #23-118-CC)

The City Council discussed a future request for proposals for food service vendors.

- H3. Adopt a resolution approving the preliminary engineer’s report for the Menlo Park Landscaping Assessment District and adopt a resolution intending to order the levy and collection of assessments for the Landscaping Assessment District for fiscal year 2023-24 (Staff Report #23-119-CC)

The City Council discussed more public engagement with future items related to the Menlo Park Landscaping Assessment District.

- H4. Authorize the city manager to enter into a professional services agreement for audit services (Staff Report #23-120-CC)

The City Council received clarification on language definitions of “shall” and “must”.

- H5. Adopt a resolution to support the 2023 Southeast San Mateo County Community Based Transportation Plan (Staff Report #23-121-CC)

- Julie Shanson spoke in support of pedestrian improvements.

The City Council discussed the pedestrian bridge lighting, reviewing the safety of both entrances, number of people using the bridge, adding sidewalks to all Bayfront streets, the timing/synchronization of the traffic light at Chilco Street and Bayfront Expressway, the need for speed feedback signs, and increased safety measures needed.

- H6. Authorize the city manager to execute an amendment to the professional services agreement with Optony, USA (Staff Report #23-124-CC)

**ACTION:** Motion and second (Doerr/ Nash), to approved the consent calendar, passed unanimously.

## I. Public Hearing

- I1. Consider a City Council call-up of the Planning Commission denial of a use permit to allow electric pool heating equipment to exceed the nighttime noise limit at 100 Terminal Ave. (Staff Report #23-123-CC)

Associate Planner Chris Turner and Senior Civil Engineer Theresa Avedian made a presentation (Attachment).

Vice Mayor Taylor made a presentation.

Mayor Wolosin opened the public hearing.

- Arlene Navarro spoke in support of the public engagement of the heat pump at the Menlo Park Community Campus.

- Maya Perkins spoke on concerns of the noise from the proposed heat pump.
- Donald Mendoza spoke in support of more public outreach for the Menlo Park Community Campus.
- Siobhan Flynn spoke on concerns of the noise from the proposed heating pumps.
- Pam Jones spoke in support of additional resident notification.
- Peter Ojany spoke on concerns on proposed heating pumps.

Mayor Wolosin closed the public hearing.

The City Council received clarification on pool modeling, noise mitigations including sound wall options relative to resident property lines, solar thermal heating options, alternative heat pumps and solutions, pool cover options, differences from original proposed plan and tonight's proposal, heat pump locations, hybrid (gas and solar) pump options, community engagement and education, and the freeway sound wall project.

The City Council took a recess at 8:39 p.m.

The City Council reconvened at 8:51 p.m.

The City Council discussed noise from the freeway and gaps in the sound wall along highway 101, and the need to complete the sound wall at MPCC to mitigate impacts from the heat pumps and the PG&E substation, pursuing conversations with residents about the sound wall regardless of necessity, and broadening the radius of residents impacted by noise.

The City Council directed staff to move forward with the residential sound wall in the 2023-24 budget process, perform engagement and education with additional residents (outside the prescribed radius), and to include Vice Mayor Taylor in the public outreach.

**ACTION:** Motion (Wolosin/Taylor) to adopt a resolution to uphold the Planning Commission's denial of the Use Permit to allow the heat pumps to exceed the nighttime noise ordinance, passed unanimously

**ACTION:** Motion and second (Wolosin/ Doerr), to direct staff to install the heat pumps as currently designed, conduct live measurements of sound during the commissioning and testing period before the pool opening, no use of heat pump at night, broaden the radius of residents impacted by noise, and include Vice Mayor Taylor in the public outreach on potential sound wall design and location, passed unanimously.

12. Consider a City Council call-up of the Planning Commission's decision to approve a use permit for live entertainment, on-site consumption of alcohol, and outdoor seating until 2 a.m. for the proposed restaurant use and architectural control for exterior modifications to the existing commercial building, including modifications to the storefront along the El Camino Real frontage and a new deck and trellis area in the rear of the building to accommodate outdoor dining for the proposed restaurant located at 961 El Camino Real (Staff Report #23-131-CC)

Associate Planner Fahteen Khan made a presentation (Attachment).

City Councilmember Nash made a presentation (Attachment).

Applicant Jaime D'Alessandro made a presentation (Attachment).

Mayor Wolosin opened the public hearing.

- Ray Mueller spoke in support of the project.
- Judy Leep spoke in opposition of the 11 p.m. closure on weeknights.
- Cherie Zaslowsky spoke in opposition of the project and requested for earlier closing hours.
- Kristen Leep with donated time from Tom Leep spoke in opposition of the project and requested for earlier closing hours.
- Steve Eisner spoke on concerns related to residential parking impacts.
- Peter Colby spoke in opposition on the project and concerns on the proposed closing time.
- Lynne Bramlett spoke in opposition of the project and concerns on the proposed closing time and in support of updating the noise ordinance.
- Galaxy Starborn spoke on concerns of the proposed closing time.
- Adina Levin spoke in support of the project and requested City Council direct review of the parking and loading zones to the Complete Streets Commission (CSC).
- Vicki Vasilakos spoke in support of the project.

Mayor Wolosin closed the public hearing.

The City Council received clarification on modifications to the outdoor live entertainment and the alcohol permit through a compromise by the applicant. The revised condition of approval and resolution would reflect:

- A. The outdoor seating shall not exceed 32 seats.
- B. The outdoor seating area may be seated until 10 p.m. and shall be cleared by 11 p.m.
- C. Live entertainment shall be located indoors and acoustic (unamplified) and shall end by 11:30 p.m. Sunday through Thursday and shall end by 1:00 a.m. Friday and Saturday.

The City Council discussed the noise ordinance, directing CSC to review potential parking scenarios, and directing city staff to create a heat map of all establishments (gas station, restaurant) with any type of liquor license for both on-site and off-site sales.

**ACTION:** Motion and second (Wolosin/ Nash), to adopt the modified resolution of approval adopting findings for project use permit and architectural control including project conditions of approval, passed unanimously.

13. Consider the Planning Commission's recommendation to approve a request for a revision to an existing planned development permit to reduce the minimum required lot size, reduce the number of required onsite parking spaces from 360 to 315 spaces and modify percentage based development standards (e.g., building coverage and floor area ratio) associated with the reduction in site area (Staff Report #23-125-CC)

Associate Planner Fahteen Khan made a presentation (Attachment).

Mayor Wolosin opened the public hearing.

Mayor Wolosin closed the public hearing.

The City Council discussed increasing pedestrian and bike safety along the corridor.

**ACTION:** Motion and second (Doerr/ Nash), to adopt a resolution approving revisions to an existing planned development permit at 700-800 El Camino Real to reduce the lot size, reduce the number of required onsite parking spaces from 360 to 315 spaces, and modify percentage based development standards based on the reduced lot size to allow for the future purchase of a portion of the existing site, currently used for parking, by the city of Menlo Park for the Middle Avenue Caltrain crossing project, passed unanimously.

**ACTION:** By acclamation, the City Council extended the meeting beyond 11 p.m.

## **J. Regular Business**

- J1. Adopt a Resolution to amend Resolution No. 6738 to remove the drought surcharge that corresponds to stage 2 drought measures from Menlo Park Municipal Water customer bills; Rescind stage 2 drought measures if/when the State Water Board ends its drought regulations that require Menlo Park Municipal Water to implement drought measures in its Water Shortage Contingency Plan (Staff Report #23-126-CC)

Senior Civil Engineer Pam Lowe made a presentation (Attachment).

The City Council received clarification on water saving devices in new homes across all water districts.

The City Council discussed limiting outdoor watering to two days a week.

**ACTION:** Motion and second (Wolosin/ Doerr), adopt a resolution to amend Resolution No. 6738 to remove the drought surcharge that corresponds to stage 2 drought measures from Menlo Park Municipal Water (MPMW) customer bills starting May 1; to rescind stage 2 drought measures when the State Water Board modifies or ends its drought regulations that require MPMW to implement drought measures in its Water Shortage Contingency Plan (WSCP), passed unanimously.

- J2. Resolution to reduce the Utility Users Tax (Staff Report #23-127-CC)

Administrative Services Director Brittany Mello made a presentation.

**ACTION:** Motion and second (Doerr/ Taylor), to adopt a resolution reducing the Utility Users Tax to zero percent (0%) pursuant to Section 3.14.130 of the Menlo Park Municipal Code, passed unanimously.

## **K. Informational Items**

- K1. City Council agenda topics: May 30 – June 27 (Staff Report #23-128-CC)
- K2. Progress report on implementing the 2030 Climate Action Plan (Staff Report #23-129-CC)
- John McKenna spoke in support of the declaration of a climate emergency and continued climate action.

K3. Menlo Park Community Campus – preliminary staffing, operations and programming plan considerations (Staff Report #23-130-CC)

**L. City Manager Report's**

City Manager Justin Murphy reported out on special joint Menlo Park Fire Protection District meeting on May 30.

**M. City Councilmember Reports**

Mayor Wolosin reported out on the bike to anywhere day.

**N. Adjournment**

Mayor Wolosin adjourned the meeting at 11:34 p.m.

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



**SPECIAL JOINT MEETING WITH MENLO PARK FIRE PROTECTION DISTRICT  
MINUTES – DRAFT**

**Date:** 5/30/2023  
**Time:** 6:00 p.m.  
**Locations:** Teleconference, 413 Ivy Dr. Menlo Park, CA 94025 and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**Special Joint Meeting**

**A. Call To Order**

Vice Mayor Taylor called the meeting to order at 6:15 p.m.

**ACTION:** Motion and second (Doerr/ Nash), to add an emergency item for the use of Assembly Bill 2449 (AB 2449) to the agenda, passed 4-0 (Combs absent).

**ACTION:** Motion and second (Nash/ Doerr), to approve the remote participation under AB 2449 Emergency Circumstances for Mayor Wolosin, passed 4-0 (Combs absent).

**B. Roll Call**

**Present:** Doerr, Nash, Taylor, Wolosin (remote – AB 2449 Emergency Circumstances)  
**Absent:** Combs  
**Staff:** City Manager Justin I. C. Murphy, Assistant City Manager Stephen Stolte, Acting City Attorney Mary Wagner, Assistant to the City Manager/City Clerk Judi A. Herren  
Menlo Park Fire Protection District (MPFPD) board members and staff:  
President Virginia Chang Kiraly, Vice President Gary Bloom, Director Chuck Bernstein, Director Robert Jones, Director Rob Silano and Fire Chief Mark Lorenzen

**C. Special Business**

**C1. Community preparedness**

MPFPD Chief Mark Lorenzen introduced the item.

The City Council and MPFPD board received clarification on service structure, communications and MPFPD funding distribution to the city.

The City Council and MPFPD board discussed annual meetings between MPFPD and other stakeholders, the recent winter storms and after action reports, supporting community groups, Menlo Park diversity across the Districts, coordinated messaging to residents, restarting the City Council Fire District subcommittee, and scheduling another joint meeting to discuss after action report.

C2. Fire Station 1 at 300 Middlefield Road

MPFPD Chief Mark Lorenzen introduced the item.

The City Council and MPFPD board received clarification on training usage at Fire Station 1.

The City Council and MPFPD board discussed zoning approval for Fire Station 1 at a future meeting and the size of the facility.

C3. Caltrain grade separations

- Ezio Alviti spoke on concerns related to the engineering studies on noise and vibrations.

MPFPD Chief Mark Lorenzen and City Manager Justin Murphy introduced the item.

The City Council and MPFPD board received clarification on grade separation designs, quad gates for quiet zones, project timeline, and anticipating needs from future additional train traffic.

The City Council and MPFPD board discussed the Caltrain Local Policy Group workshop.

The City Council and MPFPD board took a recess at 8:02 p.m.

The City Council and MPFPD board reconvene at 8:23 p.m.

C4. Circulation, safe streets and primary response routes

- Katie Behroozi spoke on bicycle and pedestrian safety measures in conjunction with the needs of emergency response vehicles.
- Sandhya Laddha spoke on bicycle and pedestrian safety measures in conjunction with the needs of emergency response vehicles.
- Adina Levin spoke on bicycle and pedestrian safety measures in conjunction with the needs of emergency response vehicles.
- Sally Cole spoke in support of street safety for all modes of transportation and working with MPFPD on safety.

President Virginia Chang Kiraly introduced the item.

The City Council and MPFPD board received clarification on statistics used in the local road safety plan, MPFPD standards for speedy response time and traffic calming measure impacts and infrastructure considerations.

The City Council and MPFPD board discussed bike accident statistics, the city's local road safety plan, growth in traffic and population, emergency response circulation and bicycle lanes, impacts to MPFPD response times from development.

**Closed Session**

**D. Closed Session**

- D1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU), American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and Confidential employees

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

**E. Adjournment**

Vice Mayor Taylor adjourned to the closed session at 8:57 p.m.

Vice Mayor Taylor adjourned the meeting at 9:59 p.m.

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



**REGULAR MEETING MINUTES – DRAFT**

**Date:** 6/13/2023  
**Time:** 6:00 p.m.  
**Locations:** Teleconference and  
City Council Chambers  
751 Laurel St., Menlo Park, CA 94025

**Regular Session**

**A. Call To Order**

Mayor Wolosin called the meeting to order at 6:01 p.m.

**B. Roll Call**

**Present:** Combs (remote – Brown Act), Doerr (remote – Brown Act and exited at 10:42 p.m.), Nash, Taylor, Wolosin  
**Absent:** None  
**Staff:** City Manager Justin I. C. Murphy, Assistant City Manager Stephen Stolte, Acting City Attorney Mary Wagner, Assistant to the City Manager/City Clerk Judi A. Herren

**C. Agenda Review**

None.

**D. Report from Closed Session**

No reportable actions.

**E. Public Comment**

- Jeffrey Shore spoke on concerns to the Pope Chaucer bridge improvements.
- Pam Jones spoke in support of the joint City Council and Planning Commission meeting on June 20.

The City Council reordered the agenda to allow for public comment on item M1.

**M. Closed Session**

M1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU), American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and Confidential employees

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

- Sokny Sy spoke in support of labor negotiations and on concerns related to the vacancy rate.
- Jom Sicat with donated time from Deborah Calvillo spoke in support of labor negotiations.
- CJ Shannon spoke in support of labor negotiations.
- Adam Patterson spoke in support of labor negotiations.

## **F. Presentations and Proclamations**

### **F1. Proclamation: Recognizing Juneteenth Day (Attachment)**

Mayor Wolosin introduced the proclamation (Attachment).

The City Council discussed the flag being displayed year round.

### **F2. Proclamation: Recognizing June 2023 as Pride Month (Attachment)**

Mayor Wolosin read the proclamation (Attachment).

Director of the County of San Mateo LGBTQ Commission on the Status of Women Tanya Beat accepted the proclamation.

## **G. Consent Calendar**

### **G1. Accept the City Council meeting minutes for April 25, 2023 (Attachment)**

### **G2. Authorize the city manager to enter into a professional services agreement for investment advisory services (Staff Report #23-133-CC)**

- James Pistorino spoke on the city's investment policy.

### **G3. Adopt a resolution approving the list of projects eligible for fiscal year 2023-24 funds from Senate Bill 1: The Road Repair and Accountability Act of 2017 (Staff Report #23-138-CC)**

### **G4. Authorize the city manager to execute a construction contract to McGuire and Hester for the Haven Avenue Streetscape project (Staff Report #23-139-CC)**

**ACTION:** Motion and second (Nash/ Doerr), to approved the consent calendar, passed unanimously.

## **H. Public Hearing**

### **H1. Public hearing on proposed fiscal year 2023-24 budget and capital improvement plan (Staff Report #23-141-CC)**

Administrative Services Director Brittany Mello and Assistant City Manager Stephen Stolte made a presentation (Attachment).

Mayor Wolosin opened the public hearing.

- James Pistorino spoke on engaging the public with Annual Comprehensive Financial Report (ACFR) and its attached 10-year forecast.

- Adina Levin spoke in support of a balanced budget and advancing capital improvement projects.
- Pam Jones requested that police overtime be included in the budget to understand the costs associated with mutual aid, concerns on air quality, funding for environmental justice programs, and in support of safe streets.
- Jenny Michel spoke in support of staff efforts, safe streets and an e-bike (electric) giveaway.
- Randy Avalos spoke on economic uncertainty and impacts to residents.
- Katherine Dumont spoke on challenges of new programs addressing past inequities.
- Sue Connelly spoke in support of seeking state and federal funding.
- Bryan Baskin spoke in support of safety as a priority.

Mayor Wolosin closed the public hearing.

The City Council received clarification on budget strategies and the five year forecast, Menlo Park Community Campus (MPCC) operating and staffing costs and funding, potential revenue-generating ballot measures, use of below market rate (BMR) funding, funding levels for diversity, equity, inclusion, and belonging initiatives, funding for programs identified in the Environmental Justice Element, Flock cameras, and classification titles for the library and community services department.

The City Council took a recess at 7:50 p.m.

The City Council reconvened at 7:57 p.m.

The City Council discussed utility users tax (UUT), transient occupancy tax (TOT), funding anti-displacement strategies, mental health programs, the Community Grant Funding Program, use of American Rescue Plan Act (ARPA) funds, master fee schedule amendments, reducing graffiti through an art project, reducing median landscaping and weeding and park maintenance, reserve policies update, and identifying legacy funds separately.

The City Council directed staff to return with a study session on Flock cameras, provide additional information about MPCC staffing including an option to operate MPCC with no new staff added, proceed with ARPA funding as recommended in the proposed budget, return with the master fee schedule later this year, retain landscaping and weeding and park maintenance, research TOT as a potential revenue generating measure, maintain current reserve policies, continue the same level of unfunded accrued liability contribution as the prior fiscal year, and return with more information on the one-time developer payments and amenities fund at a future meeting.

## **I. Regular Business**

11. Adopt a resolution renewing Chapter 2.70 of the Menlo Park Municipal Code entitled military equipment use ordinance, Menlo Park Military Equipment Use Policy, and finding that the 2022 Menlo Park Police Department annual military equipment report complies with the standards of approval set forth in Menlo Park Police Department policy 708.7 and Government Code §7071(d) (Staff Report #23-135-CC)

Police Commander TJ Moffett made the presentation (Attachment).

The City Council received clarification on the 40-millimeter launchers.

**ACTION:** Motion and second (Wolosin/ Nash), to adopt a resolution renewing Chapter 2.70 of the Menlo Park Municipal Code entitled military equipment use ordinance, Menlo Park Military Equipment Use Policy, and finding that the 2022 Menlo Park Police Department annual military equipment report complies with the standards of approval set forth in Menlo Park Police Department policy 708.7 and Government Code §7071(d), passed unanimously.

12. Waive the first reading and introduce an ordinance adding Chapter 1.15 “Administrative Citations” and amending Chapter 8.04 “Nuisances” to add additional “Enumerated” nuisances to subsection 8.04.010 (Staff Report #23-136-CC)

Police Chief Dave Norris made the presentation (Attachment).

The City Council received clarification on enforcement abilities for compliance within the City Municipal Code, avoiding over policing, renter and owner responsibilities, and public outreach.

**ACTION:** Motion and second (Doerr/ Nash), to waive the first reading and introduce an ordinance adding Chapter 1.15 “Administrative Citations”, passed unanimously.

13. Waive the first reading and introduce an ordinance adding Menlo Park Municipal Code Chapter 8.05 to require the use of zero emission landscaping equipment (ZELE) (Staff Report #23-134-CC) (Informe de Personal #23-134-CC)

Sustainability Manager Rebecca Lucky made the presentation (Attachment).

- Leah Elkins spoke in support of the use of the ZELE ordinance.
- James Pistorino spoke on ZELE related costs compared to the proposed budget.
- Chair Nancy Larocca Hedley spoke on the Environmental Quality Commission (EQC) action on the ZELE ordinance.
- Amy Roleder spoke in support of the use of the ZELE ordinance.

The City Council received clarification on public outreach and enforcement implementation strategy.

The City Council discussed costs and funding to transition to electric gardening equipment, enforcement starting sooner than July 1, 2024 on enforcement for leaf blowers and string trimmers, and impacts to landscapers and gardeners.

The City Council directed additional outreach to begin as soon as possible to gardeners and community, reporting progress to the Environmental Quality Commission, and using hardship criteria for residents to qualify for the electric gardening equipment rebate program.

**ACTION:** Motion and second (Wolosin/ Nash), to waive the first reading and introduce an ordinance adding Menlo Park Municipal Code Chapter 8.05 (gasoline powered landscape equipment) to require use of zero emission landscaping equipment by a certain dates and repeal Chapter 8.07 (leaf blowers) and subsection (C) of §8.06.040 exceptions for gas powered leaf blowers, 3-2 (Combs and Taylor dissenting).

**J. Informational Items**

- J1. City Council agenda topics: June 20 – July 11 (Staff Report #23-140-CC)
- J2. Transmittal of city attorney billing (Staff Report #23-132-CC)
- J3. Police department quarterly update – Q1 January 2023 – March 2023 (Staff Report #23-137-CC)

**K. City Manager Report's**

City Manager Justin Murphy reported out on the Juneteenth event on June 17 from 11 a.m. to 2 p.m.

**L. City Councilmember Reports**

City Councilmember Combs reported out on updated office hours and provided an update on the San Francisquito Creek Pope Chaucer bridge replacement based on new information and observations gathered during the 2022-23 winter storms.

Vice Mayor Taylor reported out on the City Council Community Amenities Subcommittee meeting (Attachment) and requested the reopening of the MPCC naming survey.

City Councilmember Nash reported out on the Meta Local Community Local Fund, Peninsula Clean Energy (PCE) and Stanford Community Resource Group meetings and a PCE e-bike rebate program.

Mayor Wolosin reported out on Local Policy Makers Group workshop and an upcoming Commute.org meeting.

**M. Closed Session**

- M1. Closed session conference with labor negotiators pursuant to Government Code §54957.6 regarding labor negotiations with the Service Employees International Union Local 521 (SEIU), American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and Confidential employees

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

**N. Adjournment**

Mayor Wolosin adjourned to closed session at 10:42 p.m.

Mayor Wolosin adjourned the meeting at 11:16 p.m.

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



## STAFF REPORT

City Council

Meeting Date:

6/27/2023

Staff Report Number:

23-143-CC

Consent Calendar:

**Amend the agreement with APTIM Environmental and Infrastructure, LLC for the operation, maintenance and reporting of the Bedwell Bayfront Park Landfill gas and leachate collection and control systems for an additional six months and determine this action is categorically exempt under California Environmental Quality Act Guidelines §15301 exemption for existing facilities**

### Recommendation

Staff recommends that the City Council authorize the city manager to execute an amendment to the agreement (Attachment A) with APTIM Environmental and Infrastructure, LLC (APTIM) for the operation, maintenance and reporting of the Bedwell Bayfront Park Landfill gas and leachate collection system improvements in the amount of \$97,470 for an additional six-month term and determine this action is categorically exempt under California Environmental Quality Act Guidelines (CEQA) §15301 exemption for existing facilities.

### Policy Issues

The agreement is consistent with Goal LU-7 (Land Use) of the general plan land use element, which is intended to “promote the implementation and maintenance of sustainable development, facilities and services to meet the needs of Menlo Park’s residents, businesses, workers and visitors.”

### Background

#### Landfill history

The Bedwell Bayfront Park Landfill (Bedwell Landfill) is a Class III non-hazardous solid waste management facility located at the north end of the City on San Francisco Bay at Bayfront Expressway and Marsh Road. The site is surrounded on three sides by the Don Edwards San Francisco Bay National Wildlife Refuge. Originally referred to as the Marsh Road Landfill, San Mateo County first established solid waste operations at the site in 1957. In 1968, the City of Menlo Park (City) took over the responsibility of the landfill until its closure in 1984. In 1982, the City began the development of Bedwell Bayfront Park on the 160-acre site, of which the landfill covers 155 acres.

The critical aspect of maintaining the closed landfill includes managing the gases that are produced as the waste decomposes (primarily methane) and the water that infiltrates the refuse (known as leachate). The Bedwell Landfill typically generates about 127 million standard cubic feet of landfill gas a year. About 3.5 million gallons of leachate are extracted from the landfill and discharged to the sanitary sewer annually through the systems and regulatory permitting requirements described below.

*Gas collection and control system*

To comply with Bay Area Air Quality Management District (Air District) regulatory requirements and as part of the landfill closure plan, the City covered the refuse with clay. A landfill gas wellfield was installed in two phases, with the first phase built in 1984 and the second phase in 1987. Currently, the wellfield consists of 72 gas extraction wells and a network of gas collection pipes embedded just beneath the surface of the landfill cap.

*Leachate collection and treatment system*

The City also has the responsibility to monitor, collect samples and dispose of the leachate generated from the landfill in accordance with a permit to operate issued by the Regional Water Quality Control Board (Water Board). Leachate is groundwater that has migrated through landfill material and requires treatment through the sanitary sewer system. The monitoring system consists of seven groundwater monitoring wells, two surface water monitoring locations, six leachate wells, five piezometers, the 12 leachate extraction sumps and one leachate monitoring location at a sanitary sewer manhole.

APTIM agreement amendment 1

The initial five-year contract with APTIM for the operations, maintenance and regulatory reporting of the Bedwell Landfill gas and leachate systems expired June 30, 2022. On June 28, 2022, the City Council approved a one-year extension of the APTIM contract in anticipation of the upcoming construction of improvements to the gas and leachate systems (Attachment C).

On Sept. 20, 2022 the City Council awarded a contract to Blue Flame Crew West, LLC for construction of the Bedwell Landfill gas and leachate collection systems improvements. Construction is now underway and is scheduled to be completed in October 2023. Amendment 1 of the APTIM agreement expires June 30.

**Analysis**

Over the past two years, APTIM has been working with the project design team and the regulatory agencies as the plans for the construction of the landfill improvements were developed and completed for bidding. APTIM has been an integral part of the design team, and is very familiar with the system and regulatory requirements. Staff recommends that the APTIM agreement be extended for additional six months until Dec. 31. This will provide consistent support to the design team and the contractor during the improvement construction and maintain coordination with the regulatory agencies (Air District and Water Board).

On April 6, APTIM submitted a proposal for the recommended six-month extension of the Bedwell Landfill operation and maintenance services (Exhibit A3 to Attachment A). The scope of work includes the tasks listed in Table 1 below.

Table 1: Scope of work tasks	
Task	Description
1	Leachate and gas system routine monitoring, operating and maintenance services
2	Groundwater/leachate sampling and analysis
3	Groundwater/leachate monitoring reports
4	Gas system reporting
5	On-call maintenance and repair work
6	Project management
7	Wellfield reconstruction support

Tasks 1 through 6 above are also included in Amendment 1 of the APTIM agreement and cover the following regulatory reporting requirements:

- Annual surface emissions monitoring report
- Annual leachate flow meter calibration check
- Semi-annual groundwater sampling, laboratory analysis and reporting
- Semi-annual surface water sampling, laboratory analysis and reporting
- Quarterly leachate sampling, laboratory analysis and reporting
- Monthly gas system flare operations, inspection and maintenance
- Gas system weekly, monthly, quarterly monitoring and annual maintenance and reporting

In addition, APTIM has included Task 7 to cover regulatory-compliant gas system operation during construction of the gas system improvements and upgrades. This will require extensive coordination with the design team and the construction contractor including gas system monitoring and ongoing communication with the Air District as the gas system undergoes modifications to improve its operations under the Air District permit to operate.

APTIM’s proposed routine service fee for the six-month contract extension is \$97,470 or \$16,245 monthly. This is slightly lower than the monthly fee of \$16,645 under the APTIM agreement Amendment 1 fee for the previous one-year extension. APTIM has also proposed a budget allowance of \$25,000 to cover on-call maintenance and repair work and \$25,000 for wellfield reconstruction support the six-month period of time.

Staff will issue a request for proposals (RFP) for a new five-year operations and maintenance contract during fall 2023, once the Bedwell Landfill leachate and gas system improvements and upgrades are complete. A new operations and maintenance contract will begin in 2024.

**Impact on City Resources**

The proposed fiscal year 2023-24 operating budget includes sufficient funding for the extension of this agreement. Landfill post closure funds will be utilized to continue to operate and maintain the Bedwell Bayfront Park Landfill leachate and gas collection system.

### **Environmental Review**

This project is categorically exempt pursuant to the CEQA Guidelines §§15301(c) and 15301(d) Existing Facilities.

### **Public Notice**

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

### **Attachments**

- A. APTIM agreement Amendment 2
- B. Original five-year APTIM agreement
- C. APTIM agreement Amendment 1

Report prepared by:

Tanisha Werner, Assistant Public Works Director - Engineering

Reviewed by:

Nicole H. Nagaya, Deputy City Manager

# AGREEMENT AMENDMENT

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



Amendment #:

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC

THIS FIRST AMENDMENT is made and entered into this \_\_\_\_\_, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 4. COMPENSATION AND PAYMENT of Agreement No. 2117, ("Agreement"), Section 4. COMPENSATION AND PAYMENT [amendment to section] to read as follows"

"CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$1,468,570 as described in Exhibit "A", A-1, A-2 and A-3 Scope of Services. This compensation shall be based on the rates described in Exhibit "A, A-1, A-2, and A-3". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable."

2. Pursuant to Section 9. NOTICES of Agreement No. 2117, ("Agreement"), Section 9. NOTICES [amendment to section] to read as follows"

Nicole H. Nagaya  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
PWDirector@menlopark.gov

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

Christopher M. Richgels  
APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC.  
4005 Port  
Chicago HWY, Concord, CA 94520  
916-218-8375  
christopher.richgels@aptim.com

3. Pursuant to Section 24. TERM OF AGREEMENT of Agreement No. 2117, ("Agreement"), Section 24. TERM OF AGREEMENT [amendment to section] to read as follows"

"This Agreement shall remain in effect for the period of July 1, 2017 through December 31, 2023 unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Agreement No. 2117 remain the same.

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

**APTIM**

4005 PORT  
CHICAGO HWY  
CONCORD, CA  
94520

**APTIM.com**

APRIL 6, 2023

ATTENTION: Mike Sartor

SUBJECT: Proposed Contract 2117 Extension 2

Mr. Sartor:

Aptim Environmental & Infrastructure, LLC. (APTIM) greatly appreciates this opportunity to continue our services to the City of Menlo Park Department of Public Works (City) for operation, maintenance (O&M), and reporting of the Bedwell Bayfront Park Landfill (Landfill) leachate and gas collection and control systems, and groundwater monitoring and reporting services. We have the utmost confidence in our ability to continue to meet your goals and objectives based upon the experience of our local senior staff that has been conducting the scope of work for the past few years. We have added some key staff to this project as discussed below.

Our scope will provide O&M support to the pending GCCS reconstruction scheduled for the spring/summer of 2023. Our project manager, Christopher M. Richgels, P.E., has known and worked with the Golder GCCS design team (Steve Nguyen – now with Blueflame - and Andy Wang) for a few decades now. APTIM will work closely with the Golder team and Blueflame to maintain flare operations while the system undergoes reconstruction.

APTIM is highly qualified to provide these services based on our over 30 years' experience with the Landfill, in environmental consulting, O&M of landfill leachate collection and recovery system (LCRS), gas collection and control system (GCCS), ground water monitoring and reporting, WDR compliance, and landfill regulations.

As Senior Director of Operations for APTIM, Mr. Devin Moose is authorized to sign contracts binding the firm on its behalf.

Our attached scope description further elaborates on our Team's experience and our approach to continuing this project July through December 2023. We look forward to continuing our services to the City. If you have any questions, please contact me at (630) 762-3308 or Chris Richgels at (916) 218-8375.

APTIM proposes to continue these services under Contract 2117 dated 5 April 2017

Sincerely,

Aptim Environmental and Infrastructure

**Devin A. Moose**  
**CSW OPERATIONS DIRECTOR**

**C** (630) 762-3308  
**E** devin.moose@aptim.com

**Christopher M. Richgels, P.E.**  
**PROJECT MANAGER**

**C** (916) 218-8375  
**E** christopher.richgels@aptim.com

## Your Project Team

APTIM has assigned the following people to this project through 2023:

**Christopher Richgels, PE**, will serve as your Project Manager for the project. Mr. Richgels started his professional career in 1989 with Emcon Associates in San Jose, California and has managed private consultant design projects from conception through construction. He has over 33 years' experience in all aspects of solid waste facility management including GCCS development and expansion, groundwater remediation and monitoring.

**Erik Korsmo** is being added back to the project team as he was the project engineer for the current flare station and related flare station control systems. He assisted with the groundwater, surface water and leachate monitoring and reporting starting in the late 1990s. Mr. Korsmo also managed the O&M of the facilities landfill gas collection and control system in 2017. He also prepared conceptual redesign efforts for the GCCS reconstruction.

**Caitlin Mills, Air Quality Permitting** will serve as your Task Manager specializing in air quality permitting and compliance. Ms. Mills has assisted with preparation of the monthly and annual regulatory reports for the Landfill since the departure of Andrew Kowalski. Ms. Mills manages data and compliance for landfills throughout the U.S., and actively manages data for 4 landfills. Ms. Mills also provides support for notice of violation response and follow-up compliance, emission calculations, preparing environmental plans and reports, continuous emission monitoring (CEMS) quarterly data reconciliation reports, and EPA Method 9 visible emissions observations.

**Ify Mordi, Regulatory Liaison and Air Quality Specialist** is our new Air Quality Lead in the western Solid Waste group. Ms. Mordi provides project management and regulatory support for landfill gas projects and landfill NSPS/NESHAP compliance. Her prior experience included Air Pollution Specialist with the CARB Stationary Source Enforcement Branch and Air Quality Inspector for the San Joaquin Valley Air Pollution Control District. Her experience with regulatory agencies provides APTIM with improved capacity in addressing air quality issues from the agencies. She will provide review and technical oversight of all GCCS reporting prepared by Ms. Mills for the project.

**Cassandra Tremblay, PG**, your Project Geologist will continue her responsibilities ensuring the groundwater monitoring and reporting work is conducted in accordance with the latest Waste Discharge Requirements and will lead the preparation of groundwater monitoring reports for the Landfill. She will prepare the October semi-annual ground water and monthly leachate monitoring reports.

**Dan Easter, PG, CEG** will continue his responsibilities providing review and technical oversight of the leachate and groundwater monitoring reports. He is a Professional Geologist and Certified Engineering Geologist (California) with over 33 years of experience in project management, remedial investigations and removal actions, land-use planning, engineering geology, hydrogeology, riparian and coastal processes, geologic hazard assessments, and groundwater investigations. He has been responsible for design, implementation, and management of numerous site characterization, environmental monitoring, and remediation programs

**Scott Bittinger, PG**, your non-routine services geologist will prepare additional information requests for special analyses requested by the City or by the Regional Board. He is a



Professional Geologist (California) with over 22 years in groundwater well design and installation, and of soil/soil vapor and groundwater cleanup projects. He will also provide backup for field support for landfill projects, including drilling and development oversight of new monitoring wells or other evaluation and investigation programs.

**Paul Weinhardt – Groundwater Monitoring Lead** will continue to perform sampling/monitoring activities at the Landfill and also coordination of environmental field sampling at the landfill. His responsibilities will include scheduling of all fieldwork, coordinating with the analytical laboratory, and reviewing all field paperwork for completeness and accuracy. Mr. Weinhardt has been providing superior field services for geologists and engineers for more than 25 years. His experience includes groundwater monitoring, operations and maintenance of groundwater and soil vapor extraction systems, soil sampling, lysimeter monitoring, leachate monitoring, and well development.

**Pedro Ruiz - GCCS O&M, Monitoring and Leachate System Support Lead** will provide groundwater monitoring support on this project. He is a Field Technician with 25 years of experience in the environmental field. His primary responsibilities include field operation and maintenance (O&M) of groundwater treatment systems. He is an experienced field technician with skills operating environmental sampling and monitoring instruments for air, soil, and water.

**Michel Hills, Field Services Technician** is a field technician with over 10 years of experience in the environmental field. His experience includes landfill GCCS O&M, environmental monitoring, sampling, O&M of groundwater treatment systems, installation of innovative remedial systems modifications of remedial systems, tank removals, and air, soil, groundwater, surface water sampling. Mr. Hills currently works closely with Mr. Richgels and Ruiz to perform field monitoring, sampling activities, routine O&M services, and on-call maintenance, repairs as needed at the Landfill.

## Subcontractors

APTIM will continue our working relationship with :

### **BSK Associates**

BSK Associates (BSK) will continue to provide groundwater, surface water, and leachate analytical services to APTIM as the most reasonably priced and best qualified provider of such services for this project based on their current working relationship with APTIM. The selection of an analytical laboratory is an important consideration. High quality analytical data is necessary for compliance with the WDRs.

### **Telstar Instruments, Inc.**

Telstar Instruments, Inc. (Telstar) will provide APTIM annual flow meter calibration verification services at the enclosed flare station this fall. Telstar has been providing this service for the last 9 years. Telstar Instruments is a state certified instrumentation and controls integrator specializing in PLC\_SCADA systems, measurement instrumentation, and automated process controls. Telstar provides complete onsite maintenance and calibration services, for all brands of PLC's, VFD's, process control instrumentation, radio telemetry, and SCADA systems.

**Expect the Extraordinary.**



## Field Solutions Inc.

Field Solutions Inc. (FSI) will provide APTIM with surface emissions monitoring (SEM) on the landfill this fall as required by PTO A3499. FSI has been providing this service since 2019.

## Scope of Work

APTIM provides below a detailed description of the scope of services to be extended and construction support.

### Continuing O&M Services

Continued O&M services must comply with all regulatory and updated permit requirements shown below:

#### Leachate, Groundwater, and Surface Water:

- ▶ Waste Discharge Requirements Order 97-073 (WDR)
- ▶ Wastewater Discharge Permit No. 220930 (SVCW)

#### GCCS:

- ▶ BAAQMD Permit to Operate No. A3499

#### Other Landfill Permits:

- ▶ San Francisco Bay Conservation and Development Commission (BCDC).
- ▶ San Mateo County Environmental Health, Solid Waste Program

### Continuing Services Tasks

APTIM will provide extended services under six tasks as outlined below. Tasks 1 thru 4 and Task 6 will be billed as a lump sum monthly cost as is current practice. Task 5 will be billed separately on a time and expense basis under the contracted hourly and equipment rates as authorized by the city. Task 7 will involve attendance (virtual or in person as the situation requires) at construction meetings, response to flare operation events, and correspondence with the agencies. Task 7 work will also be billed separately on a time and expense basis under the contracted hourly and equipment rates:

- ▶ Task 1 – Leachate & GCCS Routine Monitoring, Operating, and Maintenance Services
- ▶ Task 2 – Quarterly Groundwater/Leachate Sampling and Analysis
- ▶ Task 3 – Groundwater/Leachate Monitoring Reports
- ▶ Task 4 – GCCS Reporting
- ▶ Task 5 – On-Call Maintenance and Repair Work
- ▶ Task 6 – Project Management
- ▶ Task 7 – Wellfield Reconstruction Support

**Expect the Extraordinary.**



## **Task 1 Leachate & GCCS Routine Monitoring, Operating, and Maintenance Services**

During this extended contract period APTIM will be responsible for operating and conducting routine monitoring of the leachate system and GCCS as detailed below under Subtasks 1 a and 1 b.

### ***Subtask 1a - Leachate***

Under Subtask 1a, APTIM will perform the following tasks on a monthly basis:

- ▶ Monitor and record:
  - › Flow at all leachate flow meters,
  - › Pump run-times,
  - › Piezometer levels,
  - › Sump levels, and
  - › Other pertinent parameters and activities.
- ▶ Monitor and adjust the leachate system in accordance with the flow requirements set in Permit MWDP No. 170930 based on field measurements.
  - › Observe and record maintenance and repair needs.
  - › Perform routine maintenance on the leachate system to ensure that it is operating efficiently.
  - › Observe and record major (non-routine) repair needs.
  - › Perform other necessary tasks as required to ensure regulatory compliance; and
  - › Provide all the monitoring and operating data for the monthly reports as described under Task 3.

### ***Subtask 1b - GCCS***

Under Subtask 1b, APTIM will perform the following tasks:

- ▶ A minimum of monthly, monitor and adjust the GCCS components to ensure that the system is operated efficiently and in accordance with all permit requirements. This will meet permit and BAAQMD requirements.
- ▶ A minimum of monthly, adjust GCCS valves to ensure adequate gas flow, to reduce the migration of surface gases, and to minimize odors as needed. This will meet permit and BAAQMD requirements.
- ▶ A minimum of monthly, monitor gas wells, condensate traps, laterals headers, blowers, flare and other GCCS components. This will meet permit and BAAQMD requirements.
- ▶ Typically, on a weekly basis, APTIM and Blue Flame will monitor and record the flare operating parameters (temperature and pressure), gas quality (% methane, carbon dioxide, oxygen, balance), gas flow and temperature: blower operating parameters (temperature, pressure, valve positions, run time hours), condensate system conditions and will confirm that the flare operating parameters are being recorded on the continuous data recorder (Yokogawa). This will meet permit and BAAQMD requirements.
- ▶ Weekly conduct a general inspection of the flare station operations including:
  - › Alarm history.



- › Current operating conditions.
- › Condensate management system functioning properly.
- › Air compressor system functioning properly.
- › Data recorder functioning properly.
- › Sump pumps functioning properly.
- › Check well field vacuum.
- › Verify the City's SCADA system is receiving data.
- › Check flow and vacuum historical data since previous week to determine if any variations or shutdowns occurred; and
- › Other general operational parameters.
- ▶ A minimum of monthly, download and review the data from the continuous data recorded (Yokogawa) to ensure flare data is being recorded properly and operations are within the requirements of the permit and BAAQMD Rules and Regulations.
- ▶ Measure and record on a monthly basis the static pressures, temperature, and percent content (methane, carbon dioxide, oxygen, balance) of the landfill gas at each of the wellheads as well as the liquid levels in the wellheads.
- ▶ Calibrate on a monthly basis the analytical equipment.
- ▶ Record / document all GCCS activities.
- ▶ Inspect and maintain the flare in accordance with the manufacturer's requirements.
- ▶ Perform routine maintenance on the GCCS to ensure that it is operating efficiently.
- ▶ Observe and record major (non-routine) repair needs.
- ▶ Ensure that the analytical equipment used is calibrated and certified.
- ▶ Any other necessary tasks as required / as needed to ensure regulatory compliance; and
- ▶ Provide all the monitoring and operating data for the monthly reports as described under Task 4.

APTIM will perform all GCCS sampling and analysis requirements pursuant to the BAAQMD through 2022. Specifically, APTIM will conduct surface emissions monitoring in September measuring the methane gas concentrations in parts per million off the surface of the Landfill within numbered grids. Exceedances will be flagged in the field and marked on the grid map. Then, prior to leaving the site, APTIM will notify the City of any exceedances such that the City may visit to investigate and schedule repairs. Since the site has historically not had emission issues, 10 and 30-day re-scans are not included in APTIM's cost proposal.

The flare gas flowmeter is calibrated on an annual basis. APTIM will provide this service in the fall per the historical schedule.

Flare source testing was recently conducted in January 2022. The source test is due every four (4) year in accordance with the BAAQMD Permit, thus will not be required again until January 2026. Flare source testing is not included in this scope of work.

In addition to the above monitoring activities, APTIM will perform adjustments to the leachate system and GCCS in case of system failure and needed repair work. APTIM will have the availability to arrive at the site and respond to equipment malfunctions and emergencies within 8 hours of the call-out service request.



## Task 2 – Groundwater/Leachate Sampling and Analysis

APTIM will be responsible for the development of sampling protocols and complying with all sampling and analytical requirements required by the applicable Landfill permits. Analysis of constituents will be conducted by a certified laboratory (Pace Analytical Laboratories – formerly Pace).

APTIM will be responsible for complying with the water quality monitoring and reporting requirements required by WDR Order 97-073. These requirements include, but are not limited to:

### WDR Order 97-073:

- ▶ Quarterly sampling and analysis of the leachate.
- ▶ Semi-annual sampling and analysis of the groundwater.
- ▶ Semi-annual sampling and analysis of the surface water.
- ▶ Semi-annual site inspections.
- ▶ Preparation and submittal of all monitoring reports to the applicable regulatory agencies on behalf of the City (as described under Task 3).

Further, APTIM will be responsible for complying with the leachate water quality monitoring and reporting requirements required by MWDP No. WB 120930. These requirements include, but are not limited to:

### MWDP No. 170930:

- ▶ Quarterly sampling and analysis for specific constituents required by MWDP No. 170930; and
- ▶ Monthly flow measurements and reporting.

## Task 3 – Groundwater/Leachate Monitoring Reports

Under Task 3 services, APTIM will prepare all monthly, semiannual, and annual monitoring reports as required by the City and in accordance with the regulatory requirements of the Landfill permits. APTIM will submit these reports to the applicable permit agencies on behalf of the City. All reports will include a description of the site and landfill systems, evaluation criteria, explanation of any calculations, certified analytical results, monitoring and inspection summaries, field and laboratory records, maps and figures, and any recommendations. All reports will be submitted in draft form to the City for review and comment, and subsequently finalized with any City comments prior to their submittal to the permitting agencies.

APTIM will be responsible for the preparation and submittal of all monitoring and analysis reports complying with the water quality reporting requirements contained in WDR Order 97-073 and MWDP No. WB 120930. Specifically, APTIM will provide the following:

### WDR Order 97-073:

- ▶ Preparation and submittal of semi-annual reports due in April and October of each year. The October 2023 report will be prepared under this scope.

### MWDP No. 170930:

- ▶ Preparation and submittal of monthly leachate reports.

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#### **Task 4 – GCCS Reporting**

APTIM will continue preparation and submittal to the City of all monitoring and analysis reports complying with the GCCS reporting requirements of BAAQMD. Specifically, APTIM will be responsible for performing the following:

- ▶ Preparation and submittal of monthly reports to the city that include a summary of the GCCS monitoring data and maintenance activities; and
- ▶ Maintaining accurate records and access to the records / monitoring data for a period of 5 years. Data storage should be duplicated by the City and conducted at the City offices.
- ▶ Preparation of annual compliance reporting in early 2023

#### **Task 5 - On-Call Maintenance and Repair Work**

APTIM will provide all the necessary labor, equipment, and materials to perform maintenance and repair work on the leachate system and GCCS on an on-call and as-needed basis. The work may be based on maintenance and repairs needs identified during routine inspections, system failures, and any other work requested by City Staff.

Office level non-routine work scope may include:

- ▶ Develop recommendations and cost estimates for improving the performance of the landfill environmental control systems.

APTIM will provide an estimated cost of the on-call work and will seek authorization from the City prior to proceeding.

#### **Task 6 - Project Management**

Under Task 6, APTIM will provide project management of the above tasks as required, and will include the following:

- ▶ Coordinate and conduct meetings with City staff and permit agencies.
- ▶ Conduct site visits with City staff.
- ▶ Assist with and review permit expiration dates, application renewal processes, monitoring, and maintenance regulations

### **GCCS Improvements**

The City will be contracting for improvements to the GCCS wellfield and leachate control system this summer. APTIM will provide the services below on an on call, time-and-expense basis.

#### **Task 7 – Wellfield Reconstruction Support**

The City will be reconstructing the GCCS wellfield this summer. To maintain compliant GCCS operation will require extensive coordination between APTIM, the wellfield engineer (Golder Associates), the wellfield contractor, and the City (for flare shutdown notification).

APTIM will provide GCCS monitoring and new wellfield branch balancing as those installations are brought online by the contractor. APTIM's project manager will participate in construction status meetings to coordinate and schedule new wellfield branch start up procedures with monitoring and extraction well balancing.

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APTIM will maintain communications with the City's SCADA management team to facilitate flare restart after shutdowns due to landfill gas flow impacts from site construction work. Typically, the flare has an auto-start system that will restart the flare in the event of a power failure. However, the flare may require some onsite management for restarts during gas flow failures. In the event of flare shutdowns due to construction, APTIM will prepare the necessary "breakdown" reports for submittal to the BAAQMD. APTIM will keep the BAAQMD advised as to reconstruction project status and wellfield replacement schedule.

## Cost Estimate

APTIM's cost estimate for services extending beyond the expiration date of June 30, 2023 is presented below. Costs are presented in three levels: routine, non-routine on-call service, and construction support. This work would be conducted under the current contract as extended by the City.

Please note the twelve-month budget includes:

- ▶ 1 ea Surface emissions monitoring (September 2023, or post-construction).
- ▶ 1 ea Annual flow meter calibration check (Fall 2023)
- ▶ 1 ea Semi-annual groundwater sampling, laboratory analysis, and reporting event
- ▶ 1 ea Surface water sampling laboratory analysis and reporting event
- ▶ 2 ea Quarterly leachate sampling, laboratory analysis and reporting events
- ▶ 6 ea Monthly flare operations inspection and maintenance
- ▶ GCCS Weekly, monthly, quarterly monitoring, annual maintenance, and reporting tasks.

Also note cost for some of the above events are distributed over a 6-month extended term. These distributed costs include preparation of the fall semi-annual groundwater monitoring report (October 2023). The annual compliance reports will be due in 2024. APTIM understands 2024 will be the first year of a new contract for the above services. APTIM is confident we will provide the superior proposal thus win the new contract. Therefore, APTIM assumes these reporting tasks will be included in the new contract per the discussion in our Proposal for services.

APTIM's proposed routine service fee on a six-month basis for Tasks 1-4 and Task 6, from July 1, 2023 to December 31, 2023 is **\$97,470**. On a monthly bill cycle as currently done, this equates to **\$16,245 billed monthly**.

For the Task 5 non-routine services APTIM recommends budgeting \$25,000 over the six-month period from July 1, 2023 to December 31, 2023. APTIM assumes Task 7 construction support services will be required from July 1, 2023 to December 31, 2023. We recommend budgeting \$25,000 over this six-month period. These tasks would be billed for labor and expenses per the contacted labor hourly rate and equipment rate schedule. Subcontractor and other direct cost would be billed per expense plus a 7.5% markup per the current contract terms.

**MAINTENANCE AGREEMENT**

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



Contract #: 2117

**AGREEMENT FOR SERVICES BETWEEN  
THE CITY OF MENLO PARK AND CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**

THIS AGREEMENT made and entered into at Menlo Park, California, this 5<sup>th</sup> day of April, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and **CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**, hereinafter referred to as "FIRST PARTY."

**WITNESSETH:**

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: **Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems**

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

**1. SCOPE OF WORK**

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

**2. SCHEDULE FOR WORK**

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

**3. PROSECUTION OF WORK**

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).

#### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$1,046,000 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

#### 7. INDEPENDENT WORK CONTROL

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

#### 8. CONSULTANT QUALIFICATIONS

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

#### 9. NOTICES

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

**Justin I. C. Murphy**  
**Public Works**  
**City of Menlo Park**  
**701 Laurel St.**  
**Menlo Park, CA 94025**  
**650-330-6740**  
[nmmelgar@menlopark.org](mailto:nmmelgar@menlopark.org)

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

**Steve Martin – Director of Solid Waste Operations**  
**CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**  
**4171 Essen Lane**  
**Baton Rouge, LA 70809**  
**225-987-7133**  
[steve.martin@cbi.com](mailto:steve.martin@cbi.com)

With a copy to:

**Ed Everitt**  
**Associate General Counsel & Managing Attorney**  
**Facilities & Plant Services**  
**4171 Essen Lane**  
**Baton Rouge, LA 70809**  
**225-987-7133**  
**ed.everitt@cbi.com**

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

**10. HOLD HARMLESS**

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code. Notwithstanding anything to the contrary neither party shall be liable to the other for any indirect, special or consequential loss or damages resulting from or arising from this Agreement, including, without limitation business interruptions.

## 11. INSURANCE

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

## 12. PAYMENT OF PERMITS/LICENSES

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

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

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

## 14. OWNERSHIP OF WORK PRODUCT

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

## 15. REPRESENTATION OF WORK

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

## 16. TERMINATION OF AGREEMENT

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

**17. INSPECTION OF WORK**

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

**18. COMPLIANCE WITH LAWS**

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

**19. BREACH OF AGREEMENT**

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

**20. SEVERABILITY**

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

**21. CAPTIONS**

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

**22. LITIGATION OR ARBITRATION**

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

**23. RETENTION OF RECORDS**

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

**24. TERM OF AGREEMENT**

This Agreement shall remain in effect for the period of July 1, 2017 through June 30, 2022 unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

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

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

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

**FIRST PARTY:**

  
Signature

Stephen R. Martin  
Name

77-058-9932  
Tax ID#

04/10/2017  
Date

Vice President  
Title

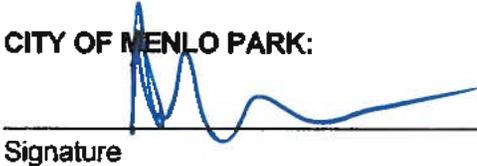
**APPROVED AS TO FORM:**

  
Signature

William L. McClure, City Attorney

5/23/17  
Date

**CITY OF MENLO PARK:**

  
Signature

Alex D. McIntyre  
Name

6/8/17  
Date

City Manager  
Title

**ATTEST:**

  
Pamela Aguilar, City Clerk, City of Menlo Park

6.8.2017  
Date

**EXHIBIT "A" – SCOPE OF SERVICES**

**A1. SCOPE OF WORK**

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

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

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

**A2. COMPENSATION**

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

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

**A3. SCHEDULE OF WORK**

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

**A4. CHANGES IN WORK – EXTRA WORK**

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

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

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

**A5. BILLINGS**

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

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

# Professional Consulting Services for the Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems

March 2017

Proposed to  
**The City of Menlo Park**  
**Department of Public Works**

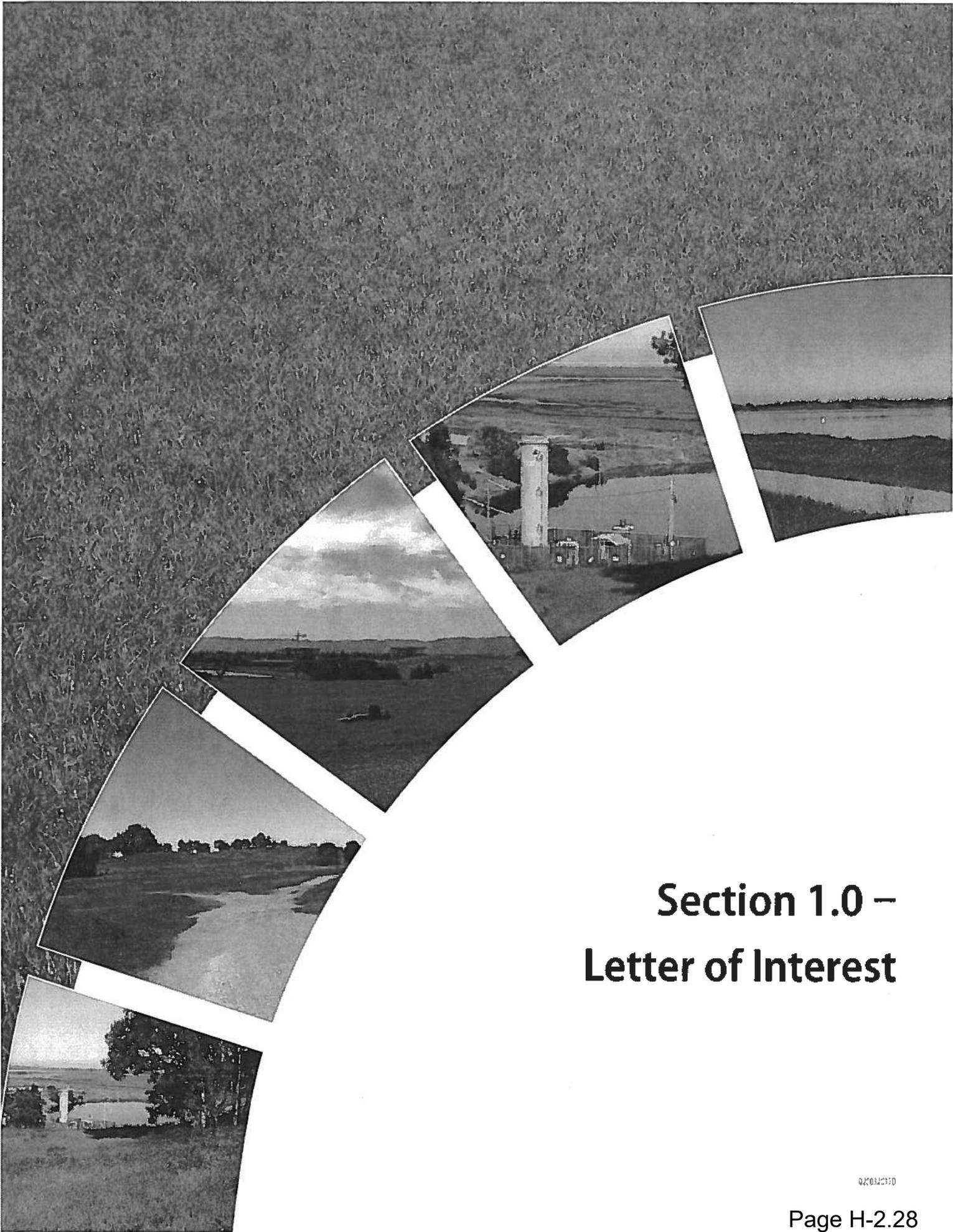
CB&I Environmental & Infrastructure, Inc.





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# Section 1.0 – Letter of Interest

0420342350



## 1.0 - Letter of Interest

March 8, 2017

Via Email

Ms. Azalea Mitch, PE - Senior Civil Engineer  
Menlo Park Department of Public Works  
701 Laurel Street  
Menlo Park, CA 94025

**RE: Request for Proposal for Professional Consulting Services for  
Operation and Maintenance of the Bedwell Bayfront Park Landfill  
Leachate and Gas Collection and Control Systems**

Dear Ms. Mitch:

CB&I Environmental & Infrastructure, Inc. (CB&I) welcomes this opportunity to present our qualifications and experience to the City of Menlo Park Department of Public Works (City) for the operation and maintenance (O&M) of the Bedwell Bayfront Park Landfill (Landfill) leachate and gas collection and control systems. We have the utmost confidence in our ability to meet your goals and objectives based upon the experience of our local senior staff relevant to the potential project tasks listed in the RFP.

CB&I is highly qualified to provide these services based on the following:

- **Qualified Project Team** – Our highly qualified project team is experienced in environmental landfill consulting, O&M of landfill leachate collection and recovery systems (LCRS) and gas collection and control systems (GCCS), WDR compliance, and landfill regulations. Further, our project team and our national network of landfill professionals have extensive landfill engineering, design, compliance, and permitting experience who can address a broad and complex range of issues and challenges that clients, such as yourself, sometimes encounter.
- **Extensive Landfill LCRS and GCCS O&M Consulting Experience** - Our project team key members have more than 20 years collaborating together on numerous landfill sites across California — specifically, performing the very same services requested by the City. In fact, we have been providing the groundwater and leachate monitoring and maintenance services to the City for the Landfill for more than 25 years. In addition, CB&I designed, permitted, and installed the enclosed Landfill gas flare and performed an evaluation of the existing GCCS. Recently, CB&I was awarded a contract to assist the City with the Master Plan for the Landfill.

Other landfill sites where CB&I has performed similar services in California include:

- City of Sunnyvale Landfill;
- Upper Valley Landfill in Napa County;
- Avenal Regional Landfill
- American Canyon Landfill;
- Ostrom Road Landfill;
- Yuba Sutter Disposal Site;
- San Joaquin County Landfills (four distinct landfill sites);



- Monterey County Landfills (three distinct landfill sites)

In total, CB&I provides O&M services at **over 60 landfills** in the US.

- **Unparalleled Senior Staff** - CB&I's team is comprised of local experts in the fields of hydrogeology, groundwater/leachate monitoring, landfill gas control, landfill permitting, regulatory compliance, and maintaining landfill systems. Our proposed key personnel are as follows:
  - **Darrell Thompson - Project Director:** Mr. Thompson will serve as Project Director. Mr. Thompson has over 24 years of experience with emphasis on landfill gas control systems and air quality compliance. As Project Director, he will own ultimate responsibility to the City, and to CB&I for technical excellence, contract administration, quality assurance and quality control, and overall performance of the project team. He will provide regular communication and reviews throughout the execution of project services among key staff members to ensure that it meets both the requirements of the City and CB&I standards. Mr. Thompson has relevant experience with the Landfill, having designed the enclosed flare station and managed the evaluation of the GCCS.
  - **Dan Easter, PG, CEG - Project Manager:** Mr. Easter will serve as Project Manager for all project work. Mr. Easter is a Professional Geologist and Certified Engineering Geologist (California) with over 31 years of professional experience in project management, environmental monitoring / reporting, environmental remediation, engineering geology, hydrogeology, riparian and coastal processes, and comprehensive site groundwater investigations. In the role of Project Manager, Mr. Easter will be the day-to-day contact for the City, he will coordinate the performance of all project work with his team members, and he maintain the budget and schedule for all project work and deliverables.
  - **J.C. Isham, PG, CEG, CHG – Senior Technical Reviewer:** Mr. Isham will serve as Senior Technical reviewer. Mr. Isham, has over 43 years of hydrogeological experience in the region, served as a Water Quality Control Board Member, and has numerous accolades and certifications in the solid waste industry. His experience with local hydrogeology, groundwater quality issues, and the State of California's landfill requirements are unmatched in the region. Mr. Isham has relevant experience with the Landfill, having managed the groundwater and leachate monitoring and maintenance program for the last 25 years.
- **CB&I's Local Sacramento Office** - CB&I's team members are based out of CB&I's Sacramento, CA office, located two hours from the City's office, close to the landfill site. CB&I's proposed field technicians are local to the San Jose area.



As Senior Director of Operations for CB&I, Mr. Steve Martin is authorized to sign contracts binding the firm on its behalf. His contact information is as follows:

Steve Martin - Director of Solid Waste Operations  
CB&I Environmental & Infrastructure, Inc.  
4171 Essen Lane, Baton Rouge, LA 70809  
225.987.7133 (office) / 225.268.4607 (mobile)  
Email: [steve.martin@cbi.com](mailto:steve.martin@cbi.com)  
Company Website: [cbi.com](http://cbi.com)

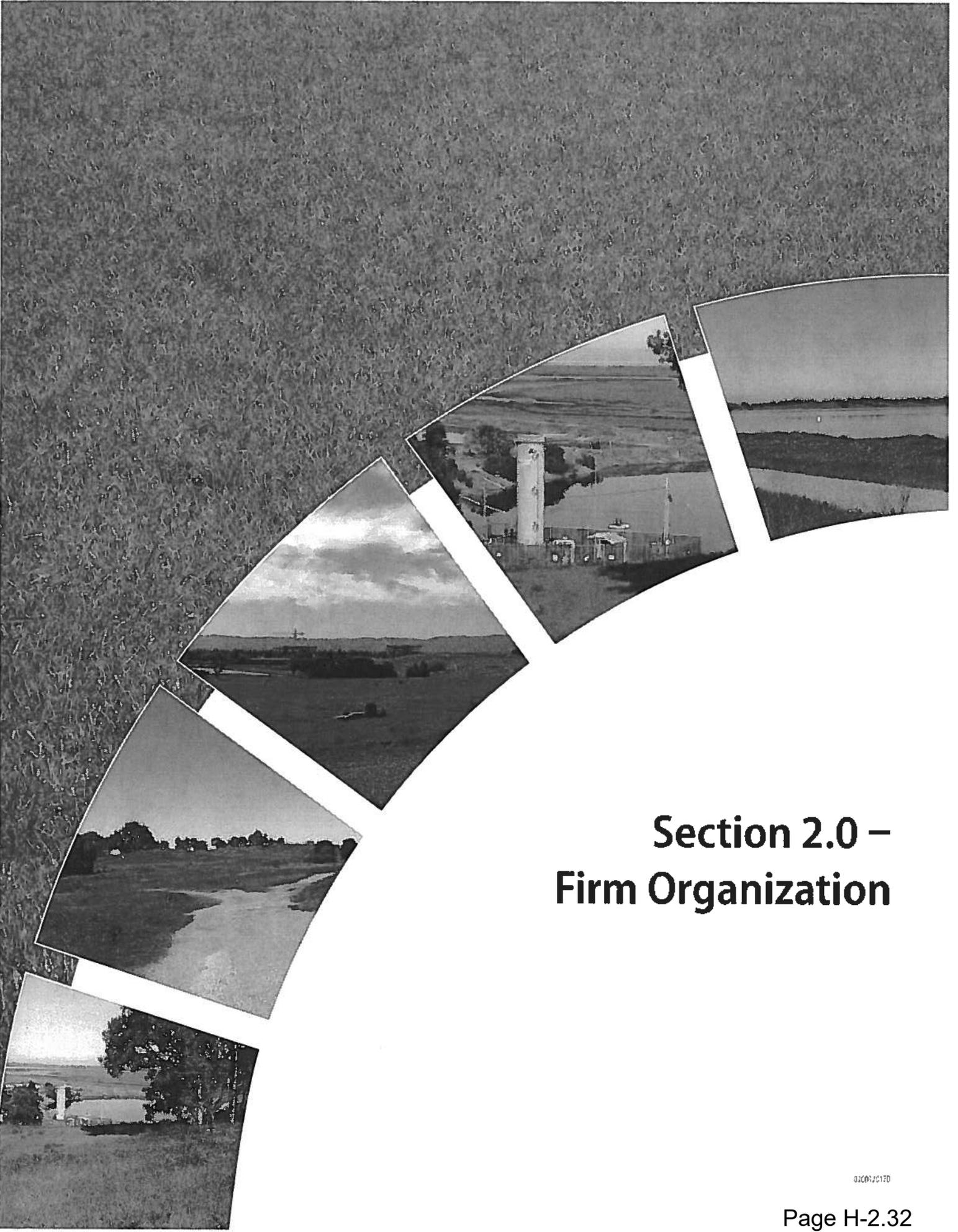
Our attached qualifications package further elaborates on our Team's experience and our approach to this project. We look forward to expanding our services to the City. If you have any questions, please contact me at (225) 987-7133 or Darrell Thompson at (760) 977-8106.

Sincerely,

**CB&I Environmental & Infrastructure, Inc.**

Steve Martin  
Senior Director of Operations

Darrell Thompson  
Western Regional Manager



# Section 2.0 – Firm Organization

## 2.0 - Firm Organization

Chicago Bridge & Iron Company was founded in 1889 in Chicago, Illinois, and today offers a world of solutions to our customers in the waste management, energy, natural resources, environmental, and infrastructure markets. With 125 years of experience and the expertise of approximately 42,000 employees, Chicago Bridge & Iron Company provides reliable solutions while maintaining a relentless focus on safety and an uncompromising standard of quality. Chicago Bridge & Iron Company is a publicly traded (NYSE: CBI), multi-billion dollar, multi-disciplinary corporation, with annual revenues of more than \$10.7 billion in 2016.

### 2.1 CB&I Environmental & Infrastructure, Inc.

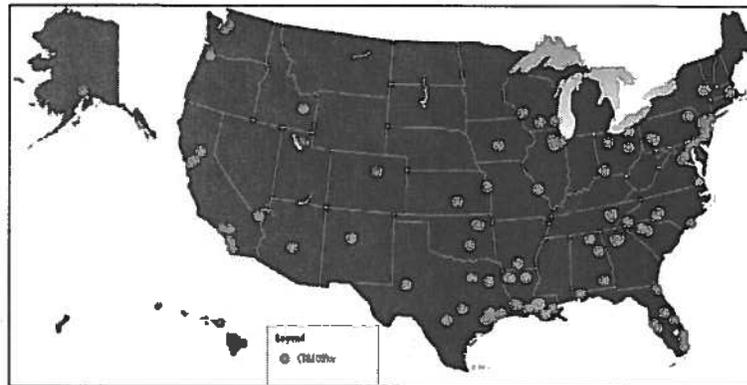
CB&I Environmental & Infrastructure, Inc. (referred to herein as CB&I), a wholly-owned subsidiary of Chicago Bridge & Iron Company, is one of the largest providers of integrated solid waste services in the U.S. CB&I provides a single point of responsibility for engineering, design-build construction, equipment fabrication, landfill products, and O&M for a variety of environmental control and energy recovery systems, solid waste facilities design, and landfill gas and leachate control system design and installation. CB&I provides the following solid waste services:

- Solid Waste Planning
- Hydrogeologic Site Investigations
- Facility Master Planning, Siting, Design, Permitting, and Construction
- Facility Construction and Construction Oversight
- Facility O&M
- Landfill Gas and Energy Recovery Services
- Facility Closure / Post Closure Care
- Stormwater Management Services
- Landfill Redevelopment
- Green/Sustainable Solutions
- Environmental Compliance Monitoring and Reporting
- Landfill Gas Collection and Control System O&M

Landfill Services	
<p><b>Planning/Siting/Permitting</b></p> <ul style="list-style-type: none"> <li>• Comprehensive solid waste planning</li> <li>• Site investigations</li> <li>• Waste characterization studies</li> <li>• Market research and evaluation</li> <li>• Capacity optimization</li> <li>• Life-cycle cost analysis</li> <li>• Alternative evaluation and feasibility studies</li> <li>• Greenhouse gas support</li> <li>• Permit applications</li> <li>• Public participation/public hearings/expert testimony</li> <li>• Sustainability planning</li> </ul>	<p><b>Products and Equipment</b></p> <ul style="list-style-type: none"> <li>• Landfill gas flare systems (enclosed, vent, utility, rental units)</li> <li>• Condensate destruction systems</li> <li>• Control and instrumentation (wellhead controllers, gas analyzers, flow meters)</li> <li>• Wellheads</li> <li>• Flex connectors</li> <li>• Condensate removal systems</li> <li>• Well seals and accessories</li> <li>• Fuel delivery skids/compressor skids</li> <li>• Leachate evaporation systems (E-Vap)</li> <li>• Generator sets</li> <li>• Pipes, pumps and valves for landfills and leachate and gas collection</li> </ul>
<p><b>Environmental Compliance</b></p> <ul style="list-style-type: none"> <li>• Hydrogeological investigations and assessments</li> <li>• Air quality permitting, modeling and compliance reporting</li> <li>• NSPS/EG/MSHA/ compliance services</li> <li>• Compliance audits</li> <li>• Data management and reporting</li> <li>• Due diligence support services</li> <li>• Health and safety support services</li> </ul>	<p><b>Operations and Maintenance</b></p> <ul style="list-style-type: none"> <li>• LFG collection and flare systems</li> <li>• LFG-to-energy systems</li> <li>• Leachate collection and treatment systems</li> <li>• Leachate evaporator systems (E-Vap)</li> <li>• Startup and operator training</li> <li>• Staff augmentation</li> <li>• Sampling and monitoring</li> <li>• O&amp;M data management</li> <li>• Operational audits</li> </ul>
<p><b>Design and Construction</b></p> <ul style="list-style-type: none"> <li>• Landfill cell and closure design</li> <li>• LFG well drilling</li> <li>• LFG collection/flare systems installation</li> <li>• LFG-to-energy facilities</li> <li>• Leachate recirculation/bioreactor (AIRSPACE PLUS)</li> <li>• Construction quality assurance (CQA) and certification</li> <li>• Groundwater and LFG monitoring systems</li> <li>• KLEENWELL® LFG well optimization</li> <li>• Transfer station, materials recovery and hauling facilities</li> <li>• Scale house and maintenance facilities</li> <li>• Soils and geotechnical laboratory</li> </ul>	<p><b>Closure and Post-Closure</b></p> <ul style="list-style-type: none"> <li>• Landfill end use planning/redevelopment</li> <li>• Cap design and closure documentation</li> <li>• Post-closure maintenance, monitoring and reporting</li> <li>• Landfill security program</li> </ul>

CB&I supports our clients throughout all phases of a project, from planning and permitting to design, construction, operation, demolition, restoration, and redevelopment. CB&I is proud of its strong tradition of technical excellence and integrity. We provide innovative, value driven, client-focused solutions from a network of offices throughout the U.S. As one of the largest engineering and construction firms in the world, CB&I will provide extensive depth and stability to the City. Though we are a large firm with extensive resources from which to draw, the City will receive focused attention from our project team members, detailed in **Section 3** of this submittal.

Our U.S. office locations are shown below on **Figure 1**.



*Figure 1. CB&I's U.S. Office Locations*

## 2.2 CB&I Landfill Gas Services

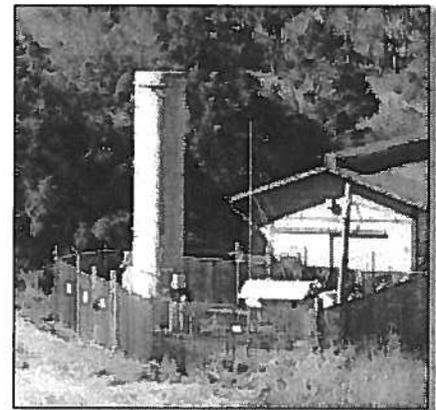
CB&I's qualifications include hundreds of successful LFG projects around the United States, including many similar to the proposed O&M services at the Bedwell Bayfront Park Landfill. We have demonstrated extensive experience with liquid (e.g., leachate, LFG condensate, groundwater) and landfill gas, including LFG system engineering, design and construction; LFG monitoring and reporting; LFG-to-energy projects; and flare stations with and without condensate injection. On many of these projects, CB&I works to ensure that sufficient quantity and quality of landfill gas is provided.

### *Full Service Capability*

CB&I's full service capability, coupled with our own ability and experience to develop GCCS projects gives CB&I a broader range of expertise and insight that can be offered to a client considering an LFG project. CB&I has worked on hundreds of GCCS design projects across the U.S. and currently performs O&M services at more than 60 landfills throughout California, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, North Carolina, New York, Ohio, Pennsylvania, Utah, Virginia, Washington, and West Virginia.

CB&I's O&M services include:

- Monthly Well Field Tuning, Monitoring, and O&M
- Quarterly Surface Emissions Monitoring and Reporting



- Routine Inspection and Maintenance
- System Evaluation and Troubleshooting
- Emergency and Non-Routine System Maintenance
- Data Recording and Record Keeping
- NSPS, NESHAP, and GHG Reporting
- Compressor O&M
- LFGTE Power Plant Support

A listing of several of our LFG O&M projects are shown in Table 1 below.

TABLE 1 CB&I LFG O&M Projects		
Facility Name & Location	Client	Description of Work
Bedwell Bayfront Park Landfill	City of Menlo Park	Design, Permitting, Equipment, Installation of new Enclosed Flare Station, Well field Evaluation
Kaiser Permanente Hospital former Landfill	Kaiser Permanente	Monthly well field monitoring and tuning, monthly probe monitoring, quarterly surface emissions monitoring, treatment system maintenance, well design, construction oversight
Avenal Regional Landfill	Waste Connections, Inc.	Design, Permitting, COA of new GCCS, O&M of GCCS
Madrona Landfill, Torrance, CA	City of Torrance, CA	Monthly well field monitoring and tuning, monthly probe monitoring, quarterly surface emissions monitoring, treatment system maintenance, well design, construction oversight
Jefferson Parish Landfill, Avondale, LA	Jefferson Parish, LA	LFG system O&M, Quarterly Surface Emissions Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting, non-routine maintenance, etc.
North Landfill, Baton Rouge, LA	Advanced Disposal	LFG system O&M, Quarterly Surface Emissions Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting, support operations of LFGTE direct use project
Millersville Landfill, Severn, MD	Anne Arundel County, MD	LFG system O&M services, Quarterly Surface Emissions Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting
Hoffman Road Landfill, Toledo, OH	City of Toledo, OH	LFG system O&M, NSPS reporting
Fresh Kills Landfill, Staten Island, NY	City of New York, NY	LFG system O&M, Selexol LFG to pipeline quality gas plant O&M
Keystone Landfill, Dunmore, PA	Keystone Landfill, Inc.	LFG system O&M, 5.6 MW power plant development, O&M
Cherokee Run Landfill, Bellefontaine, OH	Bellefontaine Power Producers	LFG system O&M, 4.8 MW power plant development and O&M
Cuyahoga Regional Landfill, Solon, OH	Waste Management	LFG system O&M, 2,800 scfm gas compression development and O
Vienna Junction Landfill, Erie, MI	Republic Services	LFG system O&M
Noble Road Landfill, Shiloh, OH	Rumpke Waste	LFG system O&M
Washington County Landfill, Washington, UT	Washington County, UT	Monthly well field monitoring and tuning, Quarterly Surface Emission Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting, Well field design and construction oversight
Sudbury Road Landfill Walla Walla, WA	Walla Walla, WA	Monthly well field monitoring and tuning, flare station operations and maintenance, GHG monitoring

### 2.3 Groundwater / Leachate Services

We have performed similar environmental services for numerous facilities throughout California, including:

- Designing groundwater monitoring wells;
- Reviewing and negotiating WDRs;
- Preparation of Sampling and Analysis Plans;
- Preparation of Water Quality Protection Standards Reports;
- Collection of groundwater samples from thousands of wells, leachate risers, and hundreds of surface water points;
- Preparation of semi-annual and annual environmental monitoring reports;
- Performance of numerous comprehensive hydrogeologic investigations, studies and site characterizations; and
- Design and monitoring of dozens of piezometers and lysimeters.

CB&I is currently providing water quality monitoring services at fifteen (15) landfill sites in California. A summary of these 15 landfill sites is presented on **Table 2** on the following page.

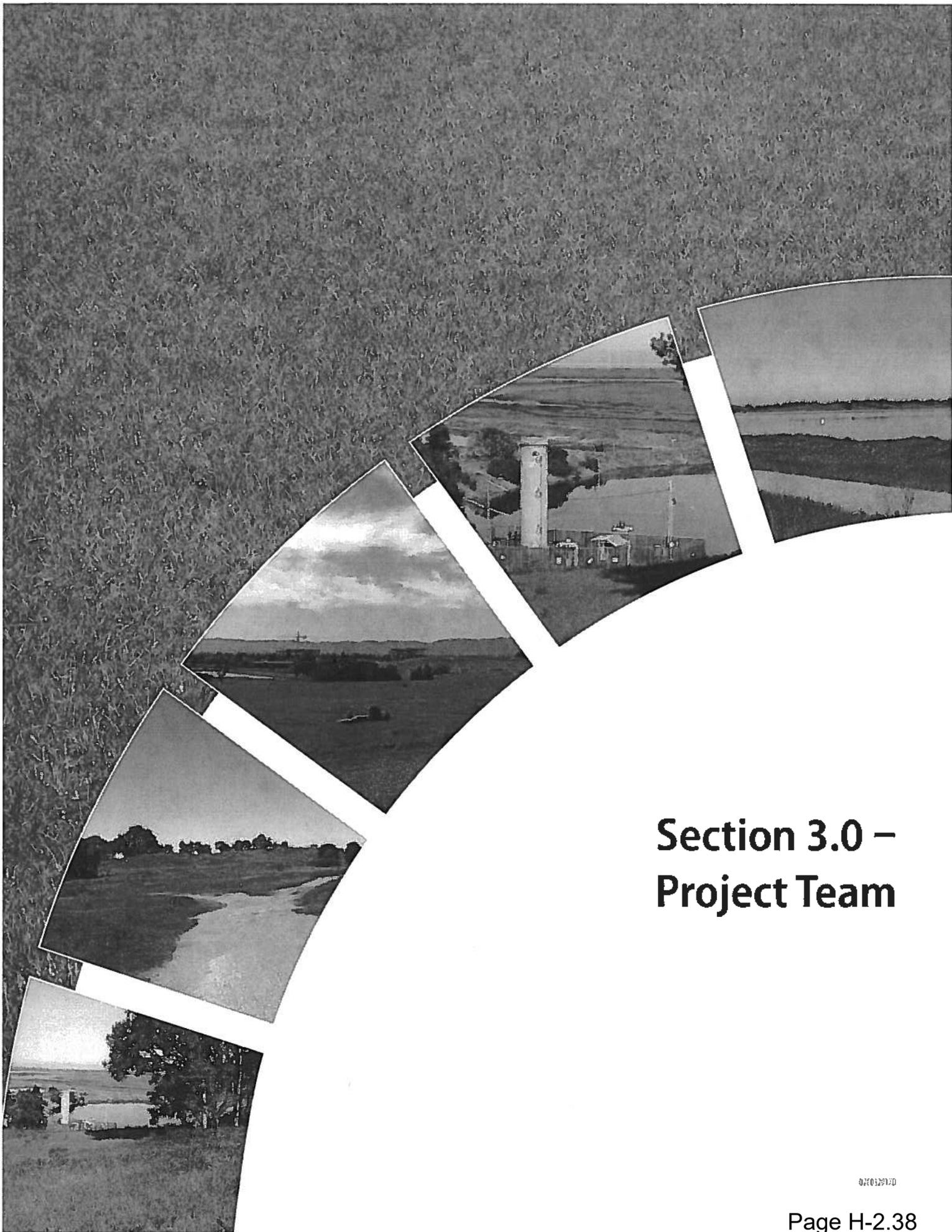
### 2.4 FORTISTAR METHANE GROUP

For this project, CB&I proposes to subcontract a portion of the landfill gas field monitoring and maintenance to FORTISTAR METHANE GROUP (FORTISTAR). FORTISTAR is the incumbent for the landfill gas O&M contract at the Landfill. FORTISTAR owns a portfolio of companies in the power, transportation and industrial sectors focused on reducing the carbon footprint. FORTISTAR owns and operates 30 landfill gas to energy projects totaling 170 MW in 12 states. FORTISTAR's wellfield team comprises experienced staff that are well versed in balancing GCCS operation to achieve the dual purpose of compliance and improved collection efficiency. FORTISTAR's technicians have the unique ability to tune the wellfield to support renewable energy projects while ensuring all regulatory parameters are met or exceeded. FORTISTAR's managers are fully engaged in ensuring that collected GCCS data is analyzed and evaluated so that the recommendations for preventative maintenance can be made as needed. Non-routine repairs, if needed, are conducted expeditiously with active communication with the City. This enhances GCCS collection efficiency while providing for continued compliance and relief from nuisance related to odors and offsite migration.



**TABLE 2  
California Landfill Sites that CB&I Currently Provides  
Environmental Monitoring Services**

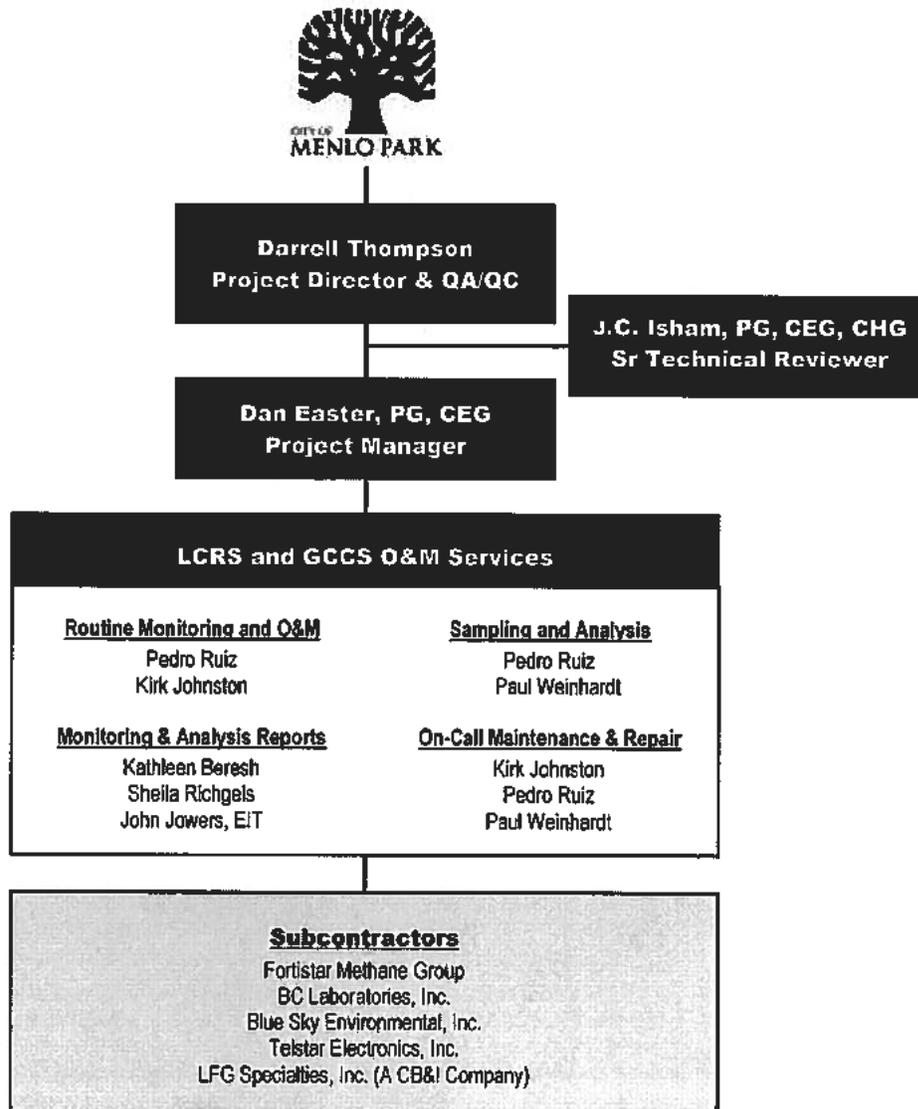
California Landfills	Client	Monitoring Services Provided
American Canyon Landfill	Napa Vallejo Waste Management Authority	Groundwater, Surface water, Leachate
North County Landfill	<b>San Joaquin County</b>	Groundwater, Surface water, Leachate
Foothill Sanitary Landfill	San Joaquin County	Groundwater, Surface water, Leachate
Harney Lane Landfill	San Joaquin County	Groundwater, Surface water, Leachate
Corral Hollow Landfill	San Joaquin County	Groundwater, Surface water, Leachate
Lake San Antonio Landfill	Salinas Valley Waste Management Authority	Groundwater
San Ardo Landfill	Salinas Valley Waste Management Authority	Groundwater
Bradley Landfill	Salinas Valley Waste Management Authority	<b>Groundwater</b>
York Ranch Landfill	Louisiana Pacific Corporation	Groundwater Reporting
Red Bluff Landfill	Louisiana Pacific Corporation	Groundwater Reporting
Upper Valley Landfill	Upper Valley Disposal and Recycling	Groundwater, Surface water, Leachate
Menlo Park Landfill	<b>City of Menlo</b>	Groundwater, Surface water, Leachate
Sunnyvale Landfill	<b>City of Sunnyvale</b>	Groundwater, Surface water, Leachate
Ostrom Road Landfill	<b>Recology</b>	Groundwater, Leachate
Yuba Sutter Disposal Site	<b>Recology</b>	Groundwater, Leachate



# Section 3.0 – Project Team

### 3.0 - Project Team

CB&I has assembled a highly experienced and qualified project team to provide the services requested by the City. Each employee was selected based on their background and their availability to fulfill the City's requirements on this project. Brief descriptions of the key team members are provided on the following pages, and resumes for all project team members are provided at the end of this section. The project team organization is provided below as **Figure 2**.



*Figure 2. Project Team Organization*



### 3.1 CB&I Key Team Members

Brief professional summaries of CB&I key team members are provided below, and detailed resumes are provided at the end of this section. Resumes for supporting technical staff are also provided at the end of this section.

#### **Darrell Thompson - Project Director & Quality Assurance/Quality Control (QA/QC)**

Education: B.S., Civil Engineering, University of Massachusetts

Mr. Darrell Thompson is CB&I's Western Regional Manager and has over 23 years of combined experience in the design, construction, O&M of LFG GCCSs and LCRSs; final cover systems / closure designs; construction management / Construction Quality Assurance (CQA) inspections; and NSPS compliance. As CB&I's Landfill Gas Program Manager, he oversees CB&I's National LFG Program, and all related services including the planning, design, engineering, O&M, construction, construction oversight, and compliance services.

Mr. Thompson will serve as Project Director and will be responsible for overseeing and ensuring quality control / quality assurance for all project deliverables. As Project Director, he will own ultimate responsibility to the City, and to CB&I for technical excellence, contract administration, quality assurance and quality control, and overall performance of the project team. He will provide regular communication and reviews throughout the execution of project services among key staff members to ensure that it meets both the requirements of the City and CB&I standards. He will work closely with the Project Manager (Dan Easter) to ensure that the City's needs, goals, and objectives are clearly identified, defined and communicated to the CB&I project team, and the project budget and schedule are strictly adhered to.

#### **J.C. Isham, PG, CEG, CHG - Senior Technical Reviewer**

Education: M.S., Geology, Michigan State University  
B.S., Geology, University of Wisconsin

Mr. J.C. Isham brings to this project over 43 years of experience in groundwater quality monitoring programs, landfill monitoring programs, hydrogeologic investigations/ characterizations, groundwater contamination studies, remedial action program development, and waste management issues. He specializes in water quality issues at landfills. He has been CB&I's principal hydrogeologist for groundwater monitoring programs at numerous landfills in California.

Mr. Isham will serve as Senior Technical Reviewer providing an additional level of QA/QC on analytical data / reports, and project deliverables (i.e., in addition to Mr. Thompson and Mr. Easter's technical reviews). Further Mr. Isham will provide his technical expertise for any monitoring / technical issues should they arise including, but not limited to, troubleshooting, recommending remedial actions, and acting as regulatory liaison with the Regional Water Quality Control Board. Mr. Isham will coordinate his reviews and efforts working closely with both Mr. Thompson and Mr. Easter.



### **Dan Easter, PG, CEG - Project Manager / Client Liaison**

**Education:** B.A., Geology, California State University, Chico, CA

Mr. Dan Easter is a Professional Geologist and Certified Engineering Geologist (California) with over 31 years of experience in project management, environmental monitoring / reporting, remedial investigations and removal actions, land-use planning, engineering geology, hydrogeology, riparian and coastal processes, geologic hazard assessments, and comprehensive site groundwater investigations. He has been responsible for the design / development, implementation, and project management of numerous site characterizations, environmental monitoring programs, and site remediation programs. His experience also includes conducting comprehensive environmental site investigations / studies, reporting and permitting of environmental monitoring programs, and remediation / site cleanup programs, hillside grading and development, and landslide and fault investigations.

Mr. Easter will serve as Project Manager and Client Liaison for all project work. In this role, he will be the day-to-day contact for the City. Mr. Easter will coordinate the performance of all project work with his team members as well as maintain the schedule and budget. He will work closely with project team staff to ensure that the City's needs are clearly defined and communicated to the CB&I project team. He will direct the timely, efficient and effective execution of the City's project work. Mr. Easter will report to Mr. Thompson (Director) and Mr. Isham (Senior Technical Reviewer) the status of project work and deliverables and coordinate the review of draft work product with both Mr. Thompson and Mr. Isham.

### **Sheila Richgels - Project Sampling / Testing Coordinator**

**Education:** A.A., General Education, Sierra Community College, Rocklin, CA

Ms. Sheila Richgels has been a project/sampling coordinator for over 30 years. She maintains client contact, supervises field sampling staff, schedules sampling events, prepares sampling calendars, coordinates analytical testing, revises schedules based on workloads, prepares job setups for sampling events, liaison for laboratories and clients concerning analysis, and reviews sampling protocol / sampling containers / chain-of-custody documentation. She manages projects for several landfill clients that require monthly and quarterly letter report submittals to various regulatory agencies. Ms. Richgels will be responsible for ensuring all samples are prepared properly by field personnel and shipped to the BC Laboratories, Inc. for analysis. Ms. Richgels will ensure Chains of Custody are properly executed and will distribute analytical data to project personnel upon receipt. Ms. Richgels will be in frequent communication with the Project Manager (Mr. Easter) key project staff, BC Laboratories, and City personnel.

### **Paul Weinhardt – Supervising Field Technician (Sampling, Monitoring, O&M, Repairs)**

Mr. Paul Weinhardt has been providing field expertise for geologists and engineers for more than 21 years. His experience includes groundwater monitoring, O&M of groundwater and soil vapor extraction systems, soil sampling, and well development. Mr. Weinhardt has been CB&I's primary field technician for groundwater monitoring programs in Northern California. These programs have included groundwater monitoring wells, lysimeter systems, and leachate collection systems. Mr. Weinhardt follows strict adherence to quality assurance and quality control protocols contained in the site specific Field Sampling Plans and Quality Assurance Project Plans. Mr. Weinhardt has worked at dozens of solid waste landfill sites and over 300 other water quality monitoring facilities. He will work closely with Mr. Easter and Ms. Richgels and will perform field monitoring / sampling activities, routine O&M services, and on-call maintenance / repairs as needed.



**Pedro Ruiz - Field Technician (Sampling, Monitoring, O&M, Repairs)**

Mr. Ruiz is a CB&I field technician with over 15 years of experience in the environmental field. His experience includes environmental monitoring / sampling, O&M of groundwater treatment systems, installation of innovative remedial systems modifications of remedial systems, tank removals, and air / soil / groundwater / surface water sampling. Mr. Ruiz will work closely with Mr. Easter and Ms. Richgels and will perform field monitoring / sampling activities, routine O&M services, and on-call maintenance/repairs as needed.

**Kathleen Beresh - Project Scientist (Air Quality Compliance Monitoring / Reporting )**

Education: B.A., Environmental Studies, University of California, Santa Barbara, CA

Ms. Beresh serves as compliance specialist for CB&I's Regulatory Compliance Group. She has 10 years of professional experience in environmental permitting and compliance, environmental monitoring data management / evaluation / reporting, and landfill groundwater and air pollution monitoring and reporting programs. She has performed Title V and NSPS reporting and permit reviews, performed data collection and analysis, and quality assurance of compliance demonstration reports. Ms. Beresh will report directly to Mr. Easter and assist him as directed in the preparation of monitoring and analytical data reports (i.e., data reduction, compliance evaluation, and reporting).

**John Jowers, EIT - Project Engineer (Data Analysis / Reporting)**

Education: B.S.E., Environmental Engineering, Northern Arizona University

Mr. Jowers is an environmental engineer with 4 years of professional experience in the solid waste landfill and environmental field. His experience includes environmental compliance reviews, landfill site planning and design, environmental monitoring and reporting for landfills and other solid waste facilities, vadose zone and landfill gas monitoring, LFG GCCS operation / monitoring / tuning, landfill final cover integrity inspections, and site stormwater system inspections. He also has project experience in groundwater detection monitoring and remediation at impacted sites throughout California. Mr. Jowers will report directly to Mr. Easter and assist him as directed in the preparation of monitoring and analytical data reports (i.e., data reduction, compliance evaluation, and reporting).

## 3.2 Subcontractors

### FORTISTAR METHANE GROUP

For this project, CB&I proposes to subcontract a portion of the landfill gas field monitoring and maintenance to FORTISTAR METHANE GROUP (FORTISTAR). FORTISTAR is the incumbent for the LFG O&M contract at the Landfill. FORTISTAR owns a portfolio of companies in the power, transportation and industrial sectors focused on reducing the carbon footprint. FORTISTAR owns and operates 30 landfill gas to energy projects totaling 170 MW in 12 states. FORTISTAR's wellfield team comprises experienced staff that are well versed in balancing GCCS operation to achieve the dual purpose of compliance and improved collection efficiency. FORTISTAR's technicians have the unique ability to tune the wellfield to support renewable energy projects while ensuring all regulatory parameters are met or exceeded. FORTISTAR's managers are fully engaged in ensuring that collected GCCS data is analyzed and evaluated so that the recommendations for preventative maintenance can be made as needed. Non-routine repairs, if needed, are conducted expeditiously with active communication with the City. This enhances GCCS collection efficiency while providing for continued compliance and relief from nuisance related to odors and offsite migration. At this project, FORTISTAR proposes to use Feliciano Equivel, who has over 10 years of experience monitoring and maintaining the Landfill GCCS.

### BC Laboratories, Inc.

BC Laboratories, Inc. was selected by CB&I as the most reasonably priced and best qualified provider of analytical services for this proposal based on their current working relationship with CB&I. The selection of an analytical laboratory is an important consideration. High quality analytical data is necessary for compliance with the WDRs. CB&I selected BC Laboratories based on the following criteria:

- BC Laboratories is a full-service environmental laboratory certified in the State of California and part of the Department of Energy's ICPT National Agreement for Analytical Services.
- BC Laboratories has a 29,000-square-foot facility specifically designed to assist the quality sector of the analytical process. Within the facility, highly trained personnel work with state-of-the-art instrumentation under an active QA/QC program to provide reliable quality results. Instrumentation includes 16 GC/MS instruments, 14 GC's dedicated to specific analyses, 1 ICP/MS, 3 ICAP's, 2 GFAA units, 4 IC's, 6 multi-chemistry auto analyzer systems, 1 Konelab20 analyzer and various other equipment necessary to guarantee backup systems to every test run.
- All (89) employees are on a continuing training program that includes interviewed evaluations conducted on an annual basis.
- Constant reinvestment by the ownership has kept BC Lab current with new instrumentation and advanced analytical technologies.
- BC Laboratories supplies custom reporting of analytical data with the aid of a full-time LIMS manager and two full-time assistants who update and maintain a custom Laboratory Information Management System.



### **Blue Sky Environmental, Inc.**

Blue Sky Environmental, Inc. (Blue Sky) will be subcontracted by CB&I to perform the enclosed flare stack emissions testing in accordance with the Landfill's Bay Area Air Quality Management District (BAAQMD) Permit / Plant No. A3499. Blue Sky is a California Air Resources Board (CARB) independent contractor that offers professional air emissions source testing services in the San Francisco Bay Area, and specializes in gaseous emissions monitoring. Blue Sky utilizes United States Environmental Protection Agency (EPA), CARB and BAAQMD approved test methods, with the goal of reporting accurate and defensible data that surpasses the expectations and requirements of our clients and applicable regulatory agencies. Blue Sky offers testing services that are extremely competitive by keeping overhead low, while heavily investing in new equipment.

### **Telstar Instruments, Inc.**

Telstar Instruments, Inc. (Telstar) will be subcontracted by CB&I to perform the annual flow meter calibration verification at the enclosed flare station. Telstar has been providing this service for the last 4 years. Telstar Instruments is a state certified instrumentation and controls integrator specializing in PLC\_SCADA systems, measurement instrumentation, and automated process controls. Telstar provides complete on-site maintenance and calibration services, for all brands of instrumentation. Telstar provides service, repair, calibrate, install, maintain, and start up all types and brands of PLC's, VFD's, process control instrumentation, radio telemetry, and SCADA systems.

### **LFG Specialties, Inc. (A CB&I Company)**

LFG Specialties, Inc., a CB&I Company, designs and manufactures landfill gas flares, blower skids, compression skids, wellheads, and leachate evaporators. In fact, LFG Specialties manufactured the enclosed flare station at the City's Bedwell Bayfront Park Landfill. Should any parts or troubleshooting be needed, CB&I's team can quickly reach out to the flare factory to order replacement parts or schedule service.



## **Darrell H. Thompson**

**CB&I - Western Regional Manager  
Sacramento, CA**

### **Professional Qualifications**

Mr. Thompson has over 24 years of combined experience in landfill gas control, gas and leachate systems operations and maintenance, New Source Performance Standards (NSPS) compliance, landfill closure design, landfill redevelopment, construction management and inspection, stormwater and erosion control, waste soils management, and site investigations. Mr. Thompson is CB&I's Western Regional Manager for Solid Waste Engineering and O&M Services. He manages engineering and O&M services for landfill development, closure, gas collection and control system (GCCS) projects, groundwater monitoring, and air quality compliance.

### **Education**

BS, Civil Engineering, University of Massachusetts, Lowell

### **Registrations/Certifications**

- Engineer in Training, No. 114110
- OSHA Hazardous Waste Site Health and Safety Training (CFR 1910.120)
- OSHA Hazardous Waste Site Supervisor Training (CFR 1910.120)
- OSHA Confined Space Entry (CFR 1910.120)
- Caltrans 24-Hour SWPPP Preparer

### **Relevant Experience**

- Marsh Road Landfill, Menlo Park, CA - Project Manager, Enclosed Flare Station. Responsibilities included designing and permitting a new enclosed 1,500 scfm enclosed flare station, overseeing construction, and coordinating the initial performance test.
- Avenal Landfill, Avenal, CA - Project Manager, Engineering Services. Mr. Thompson managed the design, permitting, bidding and CQA of a new GCCS and enclosed flare station at the Avenal Landfill.
- Shasta County West Central Landfill, Igo, CA - Project Manager, Design & Installation of GCCS. Mr. Thompson's responsibilities included designing the GCCS piping network, perimeter condensate sumps, vertical LFG collection wells, and an enclosed flare station with condensate injection. Mr. Thompson supervised the preparation of an NSPS Design Plan, Startup, Shutdown, and Malfunction (SSM) Plan, Green House Gas (GHG) Monitoring Plan, and preparation of an Operations and Maintenance (O&M) training program for County personnel. He supervised the preparation of an O&M Manual for the GCCS and flare station and the as-built report.
- Washington County Landfill, Washington, UT - Project Manager, Design & Installation of GCCS. Mr. Thompson's responsibilities included designing the GCCS piping network, condensate sump, vertical LFG collection wells, and an open (utility) flare station. Work included oversight of the preparation of a Startup, Shutdown, and Malfunction Plan, Surface Emissions Monitoring Plan, Hydrogen Sulfide Monitoring protocol, and implementation of a GHG Monitoring Plan. He supervised the preparation of an O&M Manual for the GCCS and flare station and the as-built report.
- Central Landfill, Sonoma County, CA - Project Manager, Performance Evaluation. Responsibilities included evaluating nearly 200 wells at the Central Landfill in Sonoma County, CA and inspecting the layout of headers, sumps, and reviewing power plant operations to assess where improvements in landfill gas recovery could be made to increase energy production and decrease landfill emissions.
- American Canyon Landfill, Napa Vallejo Waste Management Authority - Project Manager, Engineering Services, Design of Reinforced Fiberglass Leachate Storage Tanks. Responsibilities included managing the design of four 27,500-gallon fiberglass reinforced leachate storage tanks and distribution piping for the American Canyon Landfill.

- Waste Management of Hawaii Landfills, Project Manager, Groundwater, Stormwater, and Leachate Monitoring. Mr. Thompson is managing groundwater, stormwater, and leachate monitoring services provided at three (3) landfills operated by Waste Management of Hawaii.
- Sunshine Canyon Landfill, Sylmar, CA - Project Manager, GCCS Improvements. Responsibilities included preparation of an updated NSPS Design Plan, design of over 150 vertical and horizontal landfill gas collection wells, final header improvements, improvements, lateral piping, and assisted with the preparation of a landfill gas Master Plan.
- Coffin Butte Landfill, Corvallis, OR - Project Manager, GCCS Improvements. Responsibilities included the design of vertical and horizontal gas extraction wells, collector piping, down-hole pumps, air and condensate force main, and a new compressor station.
- West Contra Costa County Landfill, Richmond, CA. - Project Manager, Enclosed Flare Station Design. Responsibilities included designing a new enclosed flare station to process landfill gas from Class 1 and Class 2 landfill gas well fields and to route Class 2 landfill gas to an onsite power plant. Challenges included separating Class 1 LFG from Class 2 landfill gas and designing instrumentation and valving to divert LFG based on power plant demand.
- Various Waste Management Inc. landfills, CA and WA. Project Manager, GCCS Improvements, Landfill include the Kirby Canyon Recycling and Disposal Facility, Guadalupe Rubbish Disposal Facility, Altamont Landfill Resource Recovery Facility, Redwood Landfill, Tri Cities Recycling and Disposal Facility, Anderson Landfill, Olympic View Landfill, and the Wenatchee Regional Landfill. Responsibilities included the design of gas extraction wells, collector piping, condensate management systems, and enclosed flare stations or improvements thereof. Assisted with the bidding and construction oversight of all projects and prepared CQA Reports.
- Western Regional Sanitary Landfill (WRSL), Lincoln, CA -Project Manager, O&M of GCCS. Responsibilities included supervising field technicians performing maintenance of the GCCS, troubleshooting flare station operations, coordinating regular source testing of the WPWMA flare, designing improvements to landfill gas collection, preparing monthly and quarterly reports in compliance with the NSPS and local air district regulations. Ensured compliant operation of the GCCS and providing landfill gas to an onsite power plant. Supervised the preparation of an updated NSPS Design Plan and SEM Plan for WRSL.
- Republic Services Group, Inc. Azusa Land Reclamation Company Landfill, Azusa, CA - Project Manager, O&M of GCCS. Responsibilities included supervising field technicians performing well field monitoring, operating the condensate treatment system and leachate pumps, and preparing compliance reports.
- Waste Management, Inc. Bradley Landfill and Recycling Center in Sun Valley, CA - Project Manager, O&M of GCCS. Responsibilities included managing the operations and compliance of a 200-acre well field, three enclosed flares, a landfill gas compression plant, and providing landfill gas to two power plants.
- Los Angeles Department of Water and Power (LADWP) Microturbine Facility, Lopez Canyon Landfill, Lakeview Terrace, CA - Project Engineer and O&M Support. Responsibilities included assisting in the engineering evaluation and inspection of LADWP's gas processing equipment installation and provided O&M training of the gas processing equipment to LADWP personnel. Responsible for preparing training aids and an O&M manual for the gas processing equipment, and for overseeing the preparation of system as-built drawings.
- Project Manager, Permitting, Plans and Specs for Various Landfills, Various Locations, MA. Responsibilities included prepared landfill closure plans, specifications, permit applications, and public bidding documents. Conducting waste delineations, prepared grading and drainage plans, and directed landfill operators toward closure grades. Providing construction management. Performing engineering inspection of cap construction, processing payment requisitions and change orders, and preparing certification reports and as-builts.



**CB&I - Client Program Manager  
Sacramento, CA**

***Professional Qualifications***

Mr. Isham has over 43 years of professional experience in providing sound environmental and engineering guidance to both private and public stakeholders and policy makers. He has authored several hundred scientific reports and developed environmental restoration programs for solid waste, industrial, power industry, mining, and military facilities. Mr. Isham has been responsible for conducting hydrogeologic and geotechnical studies regarding the design, construction, and operation at dozens of landfills. He is also responsible for maintaining client and regulatory liaison and providing compliance with state and federal regulations. He provides expert witness testimony on water and waste management issues.

As a professional geologist, certified engineering geologist, and certified hydrogeologist in California, Mr. Isham is recognized as an expert in the field of water quality and waste assessment. He was one of the first professionals to be licensed as a hydrogeologist in California. Mr. Isham was selected as one of seven "mentors" of hydrogeology by the California Board of Registration for Geologists and Geophysicists to prepare the first hydrogeology exam for the State of California.

Governor Schwarzenegger appointed Mr. Isham to the Central Valley Regional Water Quality Control Board (RWQCB), which is responsible for issuing landfill regulations. He is currently a member of a panel of experts on the RWQCB's Groundwater Monitoring Advisory Workgroup, which provides water quality guidance on surface water, storm water, and groundwater. In this capacity, he authored a white paper to Board staff on how to review landfill scientific reports. He was instrumental in the approval of many Waste Discharge Requirements for landfills and therefore is an expert in Title 27 landfill regulations. While a Board member, he received specialized training from one the chief attorneys of the State Water Resources Control Board on the execution of orders issued by the RWQCB. This training is only available to Board Members.

Mr. Isham has been elected and appointed by his professional peers to many positions of responsibility including: past Sacramento section Chairman of the Association of Engineering and Environmental Geologists, past Chairman of the Architects and Engineers Conference Committee of California, past Sacramento and San Francisco section Vice-President of Groundwater Resources Association of California. As such, Mr. Isham has received several professional service awards.

Mr. Isham was appointed the Chairman of the Legislative Committee for the California Board of Registration for Geologists and Geophysicists. Governor Davis also appointed Mr. Isham to the California State Mining and Geology Board (SMGB). As such, he oversaw the Alquist-Priolo Earthquake Fault Zoning Act, the Seismic Hazards Mapping Act, and the Surface Mining and Reclamation Act. While he was a member of the SMGB, he was the Chairman of Mining Standards Committee, where he oversaw the review and approval Environmental Impact Reports for major surface mining activities. He was also a member of the SMGB's GeoHazards Committee. He oversaw the work of the State Office of Mine Reclamation and the California Geologic Survey. He is currently Vice Chairman of a technical committee of the SMGB to revise the Alquist-Priolo Earthquake Fault Zoning Act on the regulation of active faulting and the zoning of building setbacks from active faults. He held the position on the SMGB of mining engineer.

Through CB&I's USEPA Region 9 Superfund contract, Mr. Isham provides EPA staff with expert advice on CERCLA and RCRA waste management regulations at Superfund sites.

***Education***

MS, Geology, Michigan State University, Lansing, MI  
BS, Geology, University of Wisconsin, Oshkosh, WI

***Registrations/Certifications***

Licensed Engineering Geologist, 1986, 1321, Active, California, 06/2013  
Professional Geologist, 1984, 3893, Active, California, 06/2013  
Professional Hydrogeologist, 1995, 007, Active, California, 06/2013

## **Relevant Experience**

### Landfill Compliance Monitoring:

- Mr. Isham managed the compliance with California Title 27 monitoring requirements at dozens of landfills in San Joaquin, Sacramento, Solano, Napa, Yuba, Mendocino, Shasta, Kern, Sonoma, Monterey, Glenn, San Francisco, San Mateo, Alameda, Santa Clara, Stanislaus, Colusa, Calaveras, and Contra Costa counties. In San Joaquin County, he manages the water quality programs at the North County, Foothill, Harney Lane, and Corral Hollow Landfills.
- He coordinated hydrogeologic investigation; aquifer testing; and design, installation, operation, and maintenance of remediation systems at the Altamont Landfill in Alameda County, the Austin Road Landfill in San Joaquin County, the Sonoma Central Landfill in Sonoma County, American Canyon Landfill in Napa County, and the Geer Road landfill in Stanislaus County.
- Managed the reclamation of the Jamestown Mine to protect groundwater and surface water resources for the Attorney General's Office and the Jamestown Trust, Tuolumne County, California.
- Conducted hydrogeologic investigations for sludge waste disposal ponds at several coal-fired power plants in Michigan, Montana, Wyoming, Louisiana, and Florida to protect groundwater and surface water resources.
- Managed a hydrogeologic investigation, remedial action planning, groundwater monitoring, and closure at an industrial facility in Newark, California.
- Managed a site assessment, hydrogeologic investigation, wastewater treatment, and remedial action planning for an industrial facility in Richmond, California.
- Managed a hydrogeologic investigation, groundwater monitoring, remedial action planning, and closure at dozens of underground storage tank sites for several major petroleum companies in California to protect groundwater resources.
- Performed a hydrogeologic investigation, remedial action planning, and 30-day tidal influence study at a major petroleum tank farm in Sacramento, California.
- Conducted a hydrogeologic investigation of toxic pits containing polychlorinated biphenyls, chromium plating, and volatile organic wastes in Willits, California.

### Landfill Design, Permitting and Construction / CQA:

- Mr. Isham managed the permitting and design of many composite base liner and final cover systems at landfills in northern California including those in San Joaquin, Sacramento, Stanislaus, Calaveras, Solano, Yuba, Fresno, Tulare, Placer, Napa, Kern, Sonoma, Monterey, Glenn, Mendocino, Santa Clara, and Colusa counties. In San Joaquin County, he was involved with the base liner design at the North County and Foothill Landfills. In Tulare County, he prepared a special report to the Water Board that allowed the County to lower the base and increase the fill capacity at the Woodville Landfill.
- Mr. Isham managed the construction quality assurance programs for over a dozen composite base liner systems and several final cover systems at landfills in northern California; including the American Canyon Landfill in Napa County, the YSDI, Ostrom Road, and Ponderosa Landfills in Yuba County, the Hay Road Landfill in Solano County, the Willits Landfill in Mendocino County, and the Eastern Regional and Western Regional Landfills in Placer County. He managed the design and construction of a special slurry wall at the toe of the York Ranch Landfill in Mendocino County.

- Mr. Isham managed the Liner Performance Demonstration Report and the hydrogeologic modeling to support the expansion of several landfills in the Central Valley of California including San Joaquin, Fresno, Sacramento, Stanislaus, and Glenn counties. In San Joaquin County, he prepared the VLEACH monitoring reports at the North County and Foothill Landfills. He managed the Evaluation Monitoring Program and the design, permitting and construction of the final cover on the mine waste cell at the Jamestown Mine under contract to the Central Valley Water Board and the Attorney General's Office.
- He managed reclamation feasibility study for the South Coast Landfill in Mendocino County, which is situated on the San Andreas Fault. Mr. Isham performed geologic and engineering investigations and closure of a Class I hazardous waste management unit at the John Smith Landfill in Hollister, California.



## **Daniel R. Easter, PG, CEG**

**CB&I - Project Manager  
Sacramento, CA**

### **Professional Qualifications**

Mr. Easter is a Professional Geologist and Certified Engineering Geologist (California) with over 31 years of experience in project management, remedial investigations and removal actions, land-use planning, engineering geology, hydrogeology, riparian and coastal processes, geologic hazard assessments, and groundwater investigations. He has been responsible for design, implementation, and management of numerous site characterization, environmental monitoring, and remediation programs. His experience includes conducting site studies, permitting, preliminary design, preparing planning documents, aerial photographic analysis, designing and installing environmental monitoring systems, hillside grading and development, and landslide and fault investigations.

Mr. Easter has extensive experience in project management, and staff hiring and management including: project proposal preparation and presentation, budget preparation and tracking, client communications and meetings, liaison and reporting to local, state, and federal agencies. He has supervised and conducted investigations and projects for public agencies, commercial and residential developers, and private landowners.

### **Education**

BA, Geology, California State University Chico, Chico, CA

### **Registrations/Licenses**

- Licensed Engineering Geologist, 1995, 1962, Active, California, 05/2017
- Professional Geologist, 1993, 5722, Active, California, 05/2017

### **Certifications / Training**

- OSHA 40-Hour HAZWOPER Hazardous Waste Site Health and Safety Training (CFR 1910.120)
- OSHA 8-Hour HAZWOPER refresher training

### **Relevant Experience**

- Task Manager, U.S. Department of the Navy, Task Order for Chocolate Mountain Aerial Gunnery Range, California MCAS Yuma, Arizona. Mr. Easter was the Task Manager for a Navy Task Order to perform a Range Activity Survey for a real estate transaction between the U.S. Navy and the Department of the Interior, Bureau of land management that includes identification and consolidation of UXO and range debris for future disposal. The work included preparation of a work plan, site safety and health plan, technical report, communications and project management responsibilities with Navy RPM. The firm fixed price task order totaled \$0.43M.
- Task Manager, U.S. Department of the Navy, Task Orders for Naval Air Station (NAS) Fallon, Nevada, NAS Lemoore, California. Mr. Easter was the Task Manager for four Navy Task Orders that included environmental site assessment for a Navy F-18 jet crash, landfill characterization soil and groundwater sampling, preparation of work plans, sampling and analysis plans, site safety and health plans, technical reports, communications and project management responsibilities with Navy RPM. The firm fixed price task orders totaled \$1.0M.
- Technical Lead, SR401 Skeet Range Remedial Action, U.S. Air Force, McClellan AFB, California. Mr. Easter was the technical lead for the \$1.5M firm fixed price remedial action project at the Former McClellan Air Force Base. The goal of the SR401 Skeet Range remedial action was to remove soils impacted with lead and PAHs to protect human health and the environment and make the site suitable for industrial reuse. Mr. Easter was the primary author for a Remedial Action Work Plan and Remedial Action Completion Report.

- Technical Lead, Hunters Point Shipyard, Naval Facilities Engineering Command, Southwest, Hunters Point Shipyard. Mr. Easter was the technical lead for the \$12.6M firm fixed price remediation project at Hunters Point Shipyard in San Francisco, California. He was responsible for developing the work plan for the Time Critical Removal Action (TCRA) for remedial excavation and backfilling in a radiologically and unexploded ordnance (UXO) impacted area. Mr. Easter and the project team successfully removed 40,000 yd<sup>3</sup> of soil impacted with PCBs, hydrocarbons, copper, and lead. The team conducted remedial excavations within upland and shoreline tidal zones which elevated the regulatory review process. Due to the increase in regulatory activity, Mr. Easter incorporated additional corporate best management practices that ensured protection of San Francisco Bay waters. Mr. Easter worked with approximately 25 field personnel, including scientists, supervisors construction equipment operators, radiological technicians, UXO technicians, and laborers in order to successfully excavate, dewater, screen for radiological and UXO material, conduct storm water pollution prevention, and perform soil hauling activities. Mr. Easter prepared presentations and attended the Navy's Base Realignment and Closure Cleanup Team meetings. He also established regular communication with the Navy's Remedial Project Manager, and provided senior technical support.
- Construction QA Manager, Kiefer Road Landfill, Sacramento County Waste Management, Sacramento County, California. Mr. Easter managed the installation of the Module 3 liner system (43 acres) for Kiefer Road Landfill, Sacramento County, California. The project was awarded the 2009 Project of the Year Environment, Solid Waste \$10M to \$50M category by the American Public Works Association. Mr. Easter managed the construction quality assurance of the Module 3 landfill liner, which covered an area of approximately 43 acres. His team successfully executed all construction-related activities including excavation of over 3.5 million yd<sup>3</sup> of soil; preparing subgrade; installing a double composite liner over the base of the cell; installing a leak detection layer; installing a single composite liner over the side slopes; constructing a primary leachate collection and removal system (LCRS); placing an operations layer over the base area; placing screened sand as the operations layer over a portion of the side slope area; and screening sand for use as a side slope operations/drainage layer as refuse was placed. Mr. Easter conducted oversight as the team placed and compacted approximately 250,000 yd<sup>3</sup> of clean fill material as drainage rock, sump gravel, and operations-layer soil.

#### **Experience Prior to Joining CB&I**

- 11/2004 - 04/2008: Senior Vice President of Development, Southfork Development Group, El Dorado Hills, California. Managed the development aspects of property acquisition, due diligence, design, and construction of properties identified for redevelopment and new construction. Properties included: commercial office and flex warehouse; single-family subdivision; waterfront developments including marinas, club houses, and boat storage buildings; and self-storage facilities. Properties located in California, Florida and North Carolina.
- 08/2002 - 11/2004: Supervising Geologist, Alisto Engineering Group, Rancho Cordova, California. Managed geologists and conducted groundwater quality investigations for waste water treatment facilities in Northern California (East Bay Municipal Utility District) Conducted site assessments, waste characterizations, investigations, and installation of groundwater monitoring systems at numerous landfills in California. Managed routine self-monitoring programs for solid waste management facilities in California, including preparation of quarterly monitoring reports, work plans, proposed monitoring programs, storm water pollution prevention plans, health and safety plans, transportation plans, and earthquake contingency plans. Conducted peer reviews for the State Board for Geologists and Geophysicists Enforcement Unit.
- 08/1994 - 08/2002: Senior Engineering Geologist, EMCON/OWT, San Jose/Sacramento, California. Conducted site assessments, waste characterization, investigations, and installation of groundwater monitoring systems at numerous landfills in California and Nevada. Managed and conducted engineering geologic investigations and site studies for municipal and privately owned solid waste landfill expansions and closures in California and Nevada. Managed routine self-monitoring programs for solid waste management facilities in California, including preparation of quarterly monitoring reports, work plans, proposed monitoring programs, storm water pollution prevention plans, health and safety plans, transportation plans, and earthquake contingency plans. Managed a contaminated soil management program during redevelopment of a former steel mill site and construction of a retail store in Emeryville, California. Conducted fault investigations of portions of the active Imperial fault in California.

- 08/1985 - 08/1994: Engineering Geologist, William Cotton & Associates, Los Gatos, California. Provided peer review of the geologic and geotechnical aspects of residential land development for the Town of Los Altos Hills, California. Conducted numerous landslide investigations, developed and implemented slope repairs, and completed site restorations in California and Hawaii. Supervised engineering geologists, performed engineering geologic site inspections, evaluated geologic hazards, reviewed building permit applications, performed peer review of engineering geologic and geotechnical engineering reports, and prepared recommendations to the County Planning Department for the Santa Cruz County Earthquake Recovery Work Unit following the October 17, 1989, Loma Prieta Earthquake. Performed engineering geologic and foundation investigations for roadways, trails, foot bridges, retaining walls, and buildings in California. Conducted fault investigations of portions of the active Hayward, Imperial, and San Andreas faults in California. Evaluated flood damages, potential causes, and mitigation measures for a portion of the Napa River in St. Helena, California. Provided design and construction oversight for residential and commercial development grading projects involving cuts and fills, surface and subsurface drainage improvements, erosion and sedimentation controls, and structural foundations.



## **Kathleen Beresh**

**CB&I - Environmental Scientist / Compliance Specialist  
Sacramento, CA**

### **Professional Qualifications**

Ms. Beresh serves as compliance specialist for CB&I's Regulatory Compliance Group. She has 10 years of professional experience in environmental compliance, data management, and landfill and hazardous materials compliance. She has extensive experience with landfill permitting, NSPS, Title V compliance reports and permit review, landfill GHG compliance reporting and plans, and review and quality assurance of compliance demonstration reports.

### **Education**

BA, Environmental Studies, University of California, Santa Barbara

### **Registrations/Certifications**

- 40-Hour Health and Safety Training
- 8-Hour Annual HAZWOPER Refresher Certification
- DOT and IATA Hazardous Materials/Dangerous Goods Shipment Training
- Certificate of Completion, AERMOD Modeling for Permits
- CARB – Portable Equipment Registration Program
- CEQA and NEPA Environmental Impact Reporting

### **Relevant Experience**

- Engine and Flare Performance Testing, Various Locations. Managed performance testing of the new landfill gas (LFG) flare and LFG-to-energy (LFGTE) engines, as well as review and submittal of the testing protocol and testing report to local agencies pursuant to California Assembly Bill 32 (AB 32) landfill methane rule and permit requirements.
- Project Manager, Air Compliance and Reporting for MSW Landfills in California, Nevada, Utah, and Hawaii. Ms. Beresh's responsibilities included data management, agency communication, staff management, and reporting. Responsibilities included preparation and submittal of the Air Emission Inventories; quarterly and semi-annual monitoring and deviation reports; preparation and submittal of Semi Annual New Source Performance Standards (NSPS) monitoring reports; and general air permitting compliance, and GHG emissions compliance. She also served as a client representative during regulatory inspections with local agencies.
- Project Manager, Landfill Monitoring and Compliance, Various Locations. Ms. Beresh oversaw the gas extraction well sampling, surface emissions monitoring, and compliance under Subpart WWW for landfills in California and Nevada. She was responsible for data management, agency communication, staff management, and reporting.
- Compliance Audits, Confidential Clients, Various Locations. Ms. Beresh collected data and prepared compliance audits, completed analysis of situations and data for preparation of material and evidence for use in hearings, lawsuits, and response to regulatory agencies.
- Compliance Plans, Various Locations. Ms. Beresh prepared standard operational procedures and plans, technical design plans, and monitoring and reporting plans, to ensure operations were in compliance with applicable rules and regulations.
- Reimbursement Program Financial Analyst, NYC Build It Back: Hurricane Sandy Housing Recovery Operations, New York City Office of the Mayor's Housing Recovery Operations, New York, New York. Completes review and financial analysis of reimbursement applications, coordinates with vendors to troubleshoot eligibility issues, and assists with reimbursement database management and tracking.

- Uniform Relocation Act (URA) Program Support NYC Build It Back: Hurricane Sandy Housing Recovery Operations, New York City Office of the Mayor's Housing Recovery Operations, New York, New York. Assisted with implementing the Build it Back URA program, database management and tracking, and completion of required notifications.
- Hazardous Waste Transportation and Disposal. Requested quotes from vendors and provided clients with bids to complete transportation and disposal of regulated hazardous waste at various California facilities. Coordinated with selected vendors to complete awarded projects, and prepared required hazardous waste disposal documentation in compliance with state and federal regulatory requirements.
- Regulatory Updates. Ms. Beresh has participated in stakeholder meetings and webinars as a client representative in order to address industry concerns regarding new and modified regulations and policies. She also keeps current on regulations and policies in order to provide clients with pertinent regulatory information and recommendations, such as determining requirements to maintain compliance..



## **John Jowers, EIT**

**CB&I - Project Engineer  
Sacramento, CA**

### ***Professional Qualifications***

Mr. Jowers has filled project management, environmental compliance, planning and design, and reporting roles for multiple solid waste processing and disposal sites. His recent experience with CB&I includes providing construction quality assurance and design support for landfill closure and gas extraction well construction, soil and groundwater sampling for environmentally impacted sites, environmental remediation field oversight, and developing regulatory compliance plans for California composting and solid waste processing sites. His experience prior to joining CB&I included managing environmental and regulatory compliance for varied solid waste sites in both California and Arizona.

Mr. Jowers' recent landfill design and construction quality assurance experience with CB&I includes developing design plans for landfill gas well construction; on-site construction oversight; verification of compliance with specifications and plans; equipment submittal review; and summary report preparation. Responsibilities for environmental compliance of general sites includes: site investigations and plan creation for California spill prevention and storm water compliance; rational method analysis of storm water transmission and detention; hazardous and special waste disposal auditing; and groundwater sampling and remediation site activities.

Mr. Jowers' experience in landfill compliance and operation prior to joining CB&I included various field and office work, to include: GPS surveying of landfill surfaces; surface drafting, analysis, and planning; operator management and waste placement determination; landfill gas extraction and flare system operation; vadose zone and emissions monitoring; conducting permit-required site inspections; regulatory report drafting; regulatory agency correspondence and negotiation; and waste acceptance determination.

### ***Education***

BS, Environmental Engineering, Northern Arizona University, Flagstaff, AZ

### ***Registrations / Certifications / Training***

- Engineer in Training, License No. 151101, Active, California, 2013
- Title 22 California Hazardous Waste Generator, Assn of Bay Area Governments Training Ctr, 2013
- Stormwater Best Management Practice, Industrial and Commercial, CSU, Sacramento, 2014
- Applied Groundwater Statistics, Sanitas Technologies, 2015
- Qualified Industrial Stormwater Practitioner, Active, California, 2016
- OSHA 40-Hour HAZWOPER Training, 2016

### ***Experience and Background***

Total years of related experience: 4

### ***Relevant Experience***

- *Project Engineer, Gas Extraction System Upgrades, Foothill Sanitary Landfill, San Joaquin County, CA.* Mr. Jowers provided recent support to San Joaquin County in drafting plans for landfill gas extraction system upgrades and creating closure documents for inactive portions of Foothill Sanitary Landfill. Mr. Jowers drafted landfill gas system upgrades to include vertical wells, piping, fittings, and design changes as field conditions warrant.
- *Project Engineer, Module I Closure, Foothill Sanitary Landfill, San Joaquin County, CA.* Mr. Jowers was instrumental in drafting a closure plan for the Module I portion of the landfill, which included site investigations and soil sampling/classification, storm water drainage analysis, and cover design investigations. Mr. Jowers was the primary site representative for soil sampling and investigation and integral to the construction of the Final Closure Plan documentation.

- Project Engineer, North County Recycling Center and Sanitary Landfill, San Joaquin County, CA. Mr. Jowers aided design and drafting of the 2014 Area 5 expansion for the North County Sanitary Landfill. He supported senior engineering staff in the development of construction site plans and details for submittal to San Joaquin County., specifications, and construction cost estimate for an 33-acre lined cell at the Woodville Sanitary Landfill in Tulare County, CA. Design included tying into an existing lined cell and rerouting stormwater to an existing excavation on the far side of the landfill.
- Project Engineer, Landfill Operations Evaluation, JED Landfill, Saint Cloud, FL. Mr. Jowers participated in an in-depth evaluation on the final and intermediate cover, landfill gas extraction system, and leachate removal system at the JED Landfill. He conducted daily monitoring of landfill gas extraction wells, dewatering pumps, and transmission piping to identify system deficiencies. He further inspected the integrity of the intermediate and final landfill cover and identified areas of non-conformance with site permits. The items identified by Mr. Jowers were used as part of an action plan to improve site conditions and landfill gas extraction rates.
- Project Engineer, Landfill Gas Extraction System Upgrade at Avenal Regional Landfill, Waste Connections, Inc., Avenal, CA. Mr. Jowers provided design and construction quality assurance support for a gas system upgrade at the Avenal Regional Landfill. He updated and drafted gas extraction system designs and was the primary field construction quality assurance monitor during well drilling and system construction. Additional tasks included assisting with wellfield startup and tuning, and drafting the final construction quality assurance report.
- Project Engineer, Construction Quality Assurance for Coalinga Disposal Site Final Closure, Fresno County, Coalinga, CA. Mr. Jowers provided construction quality assurance for the closure of Coalinga Disposal Site which included a final evapotranspirative cover, storm water management system, and environmental monitoring equipment. Mr. Jowers was the primary field representative for construction quality assurance, tasked with on-site construction oversight, soil and construction material sampling, verification of compliance with specifications and plans, equipment submittal review, and documentation and reporting. Mr. Jowers was also heavily involved in ensuring construction operations were properly documented and was instrumental in the creation of the final quality assurance report. The two-year closure operation began in fall 2014 and was completed June 2016.
- Environmental Compliance and Project Management, Orange Avenue Landfill (closed), Fairmead Landfill (operational), and Cedar Avenue Recycling and Transfer Station. Mr. Jowers worked extensively with consulting engineers, regulatory agency representatives, and site personnel to ensure compliance with applicable laws and operating permits. He updated, or created and implemented, environmental and safety programs and conducted employee training as necessary. Mr. Jowers determined cost beneficial solutions to hazardous, biohazard, universal, and special waste disposal for Cedar Avenue, and reviewed analytical data to determine acceptability of material for disposal at Fairmead Landfill.



## **Sheila Richgels**

**CB&I - Project Sampling Coordinator  
Sacramento, CA**

### **Professional Qualifications**

Sheila Richgels has been a project/sampling coordinator for over 30 years. She maintains client contact, supervises field staff, schedules sampling events, preparing monthly and yearly calendars, revises schedules based on workloads, and prepares job setups for sampling events. Ms. Richgels is providing liaison for laboratories and clients concerning analysis, sampling protocol, sampling containers, and chain-of-custody documentation. She manages projects for several landfill clients that require monthly and quarterly letter report submittals to varying agencies.

Her responsibilities include scheduling of all fieldwork, coordinating with the analytical laboratory, and reviewing all field paperwork for completeness and accuracy. In addition, she is also very familiar with groundwater reporting procedures and requirements.

Ms. Richgels is in charge of CB&I's field sampling staff in Northern and Central California. She currently coordinates the field staff for numerous groundwater-monitoring projects. Ms. Richgels has successfully performed, coordinated and managed groundwater monitoring at more than 50 landfills and other environmental projects in Northern and Central California. All of these landfills have been under the jurisdiction of the Central Valley, North Coast, Bay Area, or Central Coast Regional Water Quality Control Boards (RWQCBs).

### **Education**

AA, General Education, Sierra Community College, Rocklin, CA

### **Relevant Experience**

- April 1997 – Present: Project Coordinator / Sampling Coordinator, CB&I Environmental & Infrastructure, Inc., Sacramento, CA. Ms. Richgels schedules and coordinates field sampling for landfills and commercial jobs. She is currently managing three field technicians in two different offices. She updates calendars, maximizes chargeability for field personnel, and performs job set-up with project managers, laboratories, and field personnel. She is also responsible for groundwater and storm water reporting for landfills.
- August 1992 – 1997: Report Coordinator, Fuaro West, Field Services, Roseville, CA. Ms. Richgels managed the field-sampling group, which consisted of three sampling technicians and one sampling group coordinator. Her responsibilities included all field activities, personnel issues, and reporting for approximately 60 sites monitored by the sampling group. She developed the streamlined monitoring report process office-wide and reviewed and authorized all timesheets and expense reports for the field sampling group.
- October 1989 - August 1992: Sampling Coordinator, EMCON Associates, Field Services, Sacramento, CA. Ms. Richgels was responsible for client contact, scheduling sampling events, preparation of monthly and yearly calendars, revising schedules on a weekly basis, and job setup for sampling events. She provided liaison for laboratory and clients involving advance notice of rush analyses, ensuring appropriate containers and preservatives, if any, for sampling parameters, and transmitting certified analytical results. She was also responsible for report writing of analytical summary reports and field sampling reports for approximately 120 sites. She maintained sampling and project files for all monitored sites.



## **Paul Weinhardt**

**CB&I - Field / Engineering Technician**  
**Sacramento, CA**

### **Professional Qualifications**

Paul Weinhardt has been providing field expertise for geologists and engineers for more than 21 years. His experience includes groundwater monitoring, operations and maintenance of groundwater and soil vapor extraction systems, soil sampling, and well development. He has been performing the groundwater monitoring services for the Jamestown Mine for 10 years. Mr. Weinhardt knows the sampling and well purging characteristics of every well at the site. Mr. Weinhardt will be dedicated to collecting the samples. Mr. Weinhardt has been the primary field technician for the groundwater monitoring programs in Northern California. These programs have included groundwater monitoring wells, lysimeter systems, and leachate collection systems. Mr. Weinhardt is very familiar with mining and solid waste sites as well as the site procedures and client contacts. He follows strict quality assurance and quality control protocols contained in the project-specific Field Sampling Plans and Quality Assurance Project Plans. Paul has worked at dozens of solid waste sites and over 300 other water quality monitoring facilities.

### **Registrations/Certifications**

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-Hour HAZWOPER Refresher
- OSHA Confined Space Entry
- Certified Plumber and Pipe Fitter

### **Relevant Experience**

- Sampling Technician, Groundwater Monitoring Services, Former Jamestown Mine, Jamestown, California. Mr. Weinhardt performs groundwater monitoring services at the former Jamestown Mine site.
- Field Technician, San Joaquin County Landfill Programs, Northern California. Mr. Weinhardt has been the primary field technician for the ground water monitoring programs at the four San Joaquin landfills, which include Corral Hollow, Foothill, Harney, and North County. Contracts for all four landfill sites have included ground water monitoring wells, lysimeter systems, and leachate collection systems. Mr. Weinhardt is very familiar with these four landfill sites as well as the site procedures and client contacts. He follows strict quality assurance and quality control protocols contained in the project-specific Field Sampling Plans and Quality Assurance Project Plans.
- Field Technician, Commercial Client, Retail Petroleum and Landfill Programs, Northern California. Mr. Weinhardt has a broad spectrum of sampling experience at retail petroleum and landfill sites. His duties have included oversight for the removal of USTs, collection of soil samples from excavations, and soil sampling using direct-push sampling equipment. Mr. Weinhardt is a highly efficient groundwater sampling technician. Mr. Weinhardt routinely monitors and samples wells ranging in depth from 10 to over 200 feet, and provides the maintenance required to maintain the integrity of the monitoring well networks. As required by individual projects, he utilizes low-flow purge techniques, hand bailing, or high-volume submersible pumps to develop, purge, and sample groundwater wells.
- Field Technician, Remedial Investigation/Feasibility Study (RI/FS), GenCorp Aerojet Facility, Rancho Cordova, California. As part of a remedial investigation/feasibility study (RI/FS), Mr. Weinhardt sampled monitoring wells using a non-dedicated RediFlo2 pump. The work also included monthly and quarterly groundwater level gauging events associated with the RI/FS. Mr. Weinhardt also assisted in several plant-wide groundwater level gauging events.
- Field Technician, Environmental Security Technology Certification Program In Situ Perchlorate Treatment Demonstration, GenCorp Aerojet Facility, Rancho Cordova, California. As part of the Department of Defense Environmental Security Technology Certification Program in situ perchlorate treatment demonstration, Mr. Weinhardt sampled monitoring wells and pumps, and serviced the injection system. The work included collection of water samples, preparation of custody and analytical request documents, labeling and packaging of samples, and transport of samples to the analytical laboratory, as well as field measurement of selected water quality parameters.

- Field Technician, Caltrans On-Call Storm Water Sampling, Northern California. Mr. Weinhardt sampled storm water at inlets and outlets designated by Caltrans following storm events. The work included collection of surface water samples, preparation of custody and analytical request documents, labeling and packaging of samples, and transport of samples to the analytical laboratory, as well as field measurement of selected water quality parameters.
  
- Field Technician, Various Projects, Northern California. Mr. Weinhardt has installed groundwater and soil vapor extraction systems for treatment of contamination from leaking UST systems, which involved the operation of heavy equipment used in the installation of piping, installation of electrical systems, and start-up of packaged treatment units. Other responsibilities have included repairs to vault boxes and concrete apron removal and replacement.



## **Pedro E. Ruiz**

**CB&I - Senior Environmental Field Technician  
Sacramento, CA**

### ***Professional Qualifications***

Mr. Ruiz is a Field Technician with over 24 years of experience in the environmental field. His primary responsibilities include field operation and maintenance (O&M) of groundwater treatment systems. He has extensive experience implementing a wide array of innovative remedial technologies including system design, installation, construction, removal, upgrades, and modifications of remedial systems. He has performed and supervised tank removals, soil sampling, and remedial excavations, aeration, and disposal programs, with experience on operating heavy equipment. He is an experienced field technician with skills operating environmental sampling and monitoring instruments for air, soil, and water. Mr. Ruiz has implemented field sampling quality assurance and chain-of-custody protocols, and has been responsible for coordinating and training field technicians, providing quality assurance/quality control and health and safety procedures, and documentation and record keeping. He assists construction and site supervision activities, and coordinates field work with clients and project managers. Mr. Ruiz maintains good rapport with the client and project team. He has provided support to major retail petroleum clients, and has worked at several sites, including service stations, bulk plants, international airports, fueling terminals, petroleum refineries, chemical plants, Superfund sites, landfill sites, government facilities, and commercial sites.

### ***Registrations/Certifications/Training***

- 40-Hour OSHA HAZWOPER Training
- 8-Hour Annual HAZWOPER Refresher Training, Current
- Forklift Operator, California
- USACE Construction Quality Manager, Nationwide, 2009
- DOT Security Awareness Training 49 CFR 172.704, 2016
- Cal Trains RWP Safety Training, 2005
- Shipping Hazardous Materials UPS, DOT 120 Training, 2005
- Air Shipment of Dangerous Goods IATA, DOT 105 Training, 2005
- Low Voltage Electrical Safety and Procedures Training, 2004
- First Aid Training, 2012
- Cardiopulmonary Resuscitation CPR, 2012
- H&S Program Management for Managers and Supervisors Training, 2014

### ***Relevant Experience***

As a Senior Environmental Field Technician Mr. Ruiz has performed environmental compliance sampling and monitoring for projects throughout California including:

- Former GTE Government Systems Corp. Mountain View, CA
- Walmart, Target, Kohl's, Auto Zone, OSH.
- Vishay Siliconix, Santa Clara, CA
- USACE Omaha District Rapid Response, Pressure Treat, Selma, CA
- Borden - Hexion Chemical, Fremont, CA
- Pacific States Steel Corp., CA
- Tosco Oil, CA
- SBC- AT&T, CA
- CalTrans, CA
- Jasco Chemical Corp. Mountain View, CA
- USACE- Army, CA
- ABF Freight, San Jose, CA
- Raytheon, Mountain View, CA
- Coke, Salinas, CA
- Santa Clara Valley District, CA
- Valley Automated Fuels, San Jose, CA
- UPS facilities, CA

- Field O&M, Shell Oil Remediation and Monitoring Sites, Various Sites in California and Nevada. – Mr. Ruiz's primary responsibilities include field O&M of groundwater treatment systems for underground storage tank (UST)-related consulting services contract for Shell Oil Products US (Shell). In Northern California, Shaw has supported the UST environmental program management at more than 150 retail sites.
- Caltrans Central Contract, Various Locations, California. - Mr. Ruiz has performed field work under two Caltrans contracts, including monitor well groundwater sampling. Proper monitoring well sampling procedures are followed using a submersible pump or disposable, polyethylene bailers. Measurements of temperature, pH, and specific conductance of the water removed from the wells are recorded on groundwater sample collection logs. He has collected dissolved oxygen (DO) and oxidation-reduction potential (ORP) measurements in a flow-through device, prior to and after sampling of the wells. Samples are delivered to the laboratory for analyses under chain of custody procedures
- UST Environmental Corrective Action, ConocoPhillips, Multiple Sites, Northern California. – Mr. Ruiz's primary responsibilities include field O&M of groundwater treatment systems for UST-related consulting services contract for ConocoPhillips (formerly Tosco Corporation) in Northern California. Shaw has supported ConocoPhillips with UST environmental program management at more than 100 retail sites, including former Unocal 76, British Petroleum (BP), and Circle K facilities.
- Former GTE Government System Corp - Mountain View, Ca.- Mr. Ruiz has performed GW Sampling Activities, indoor- outdoor mitigation Air Sampling, O&M, Carbon change activities, operation of GW Treatment System with 25 GW extraction wells, MPDS Sampling activities. In Situ Bio-Remediation activities. Coordinate field personal and contractors, client communication and interaction with public and EPA.
- AT&T North California Facilities.- Mr. Ruiz has performed ground water sampling activities on several facilities, responsible of performing Hazardous Waste Compliance inspections on several facilities throughout California responsible for managing personal, contractors and client communication. He has performed drinking water sampling activities, MPDS manhole sampling activities, ER response activities.



**CB&I - Field O&M Technician  
Sacramento, CA**

***Professional Qualifications***

Mr. Johnston has over 30 years of experience in hazardous waste mitigation. As a Foreman and Site Superintendent he has experience in performing a wide range of environmental projects involving excavation, building decontamination and demolition, tank removals, treatment cell construction, transportation and disposal of hazardous waste, and construction of soil and groundwater remediation systems. Mr. Johnston also has specialized expertise in the operation and maintenance of soil vapor, liquid extraction and liquid reinjection systems. He also has experience in marine spills, health and safety supervision, sampling and analysis and preventive maintenance. Mr. Johnston also operates a wide range of equipment which includes commercial trucking, forklifts, loaders, trackhoes and compactors. He has performed large scale soil removal, backfilling, compacting and regrading activities. He has been involved with the electrical field working with single and three phase power hook ups for remediation systems. This activity has also introduced him to the programmable logic control systems (PLC) used in the industry for large scale system controls. His latest endeavor is on a Landfill Gas to Energy project which utilizes landfill gas to operate 3 engines which produce 1 megawatt each for subsidizing import power requirements for a large commercial client.

***Education***

Professional Military Education (PME), Machinery Technician, U.S. Coast Guard Training Center Class "A", Yorktown, Virginia

***Registrations / Certifications / Training***

OSHA 40-Hour HAZWOPER Training and Annual Refreshers (current)  
Commercial Vehicle Over 10,000 lbs with Trailer Operator, A1805477, Active, California

***Relevant Experience***

- Onsite Operator, Google O&M Project, Google, Inc, Mountain View, CA. Site Supt and Operator for a Landfill Gas to Energy Project which involves Operations and Maintenance of Jenbacher J320 Engines and a Gas Conditioning System for the Landfill Gas. These Systems are controlled using a PLC (Programmable Logic Control) and SCADA (Supervisory Control and Data Acquisition) Systems with remote monitoring functions.
- Site Superintendent / Lead Operator, ALZA Landfill Gas to Energy O&M, 119538, ALZA Corp, division of Johnson & Johnson, Inc, Mountain View, CA. Operation and Maintenance contract with a pharmaceutical company utilizing landfill gas (purchased from the city of Mt. View) to operate 3 engines producing 1 Megawatt per engine. The energy produced is considered green energy which qualifies the client for rebates and credits with the public utilities. This project requires operations and maintenance of a gas conditioning system and 3 Jenbacher J320 engines. The gas conditioning system dries and pumps the landfill gas to the 3 engines which are upto a mile away. The engines (Jenbacher J320) are containerized and produce upto 1 Megawatt each and also utilize heat recovery thus making this a cogeneration system. All of the systems are designed to minimize or remove the need for import power from the utilities at their facilities located in Mountain View California. Our role is to provide onsite support to keep the gas skid and engines operational and mechanically maintained for maximum power outputs. On-Call 24 hrs a day with 2 hour response time for system shutdowns.
- Foreman/Operator/Alt Superintendent, Crows Landing Flight Facility (CTO-86), Navy RAC II contract, Crows Landing, CA. Direct and assist with soil removal from suspected contaminated areas. Potential unexploded ordnance buried in excavation areas. Backfilled excavations after sampling.

- Field Maintenance Technician, Hunters Point Shipyard (CTO-82 and EMAC CTO-01), Navy RAC II Contract, San Francisco, CA. Operate and maintain landfill barrier pumping system consisting of 9 extraction wells which discharge to the city of San Francisco's sanitary sewer.
- Site Electrician, Treasure Island Naval Training Center (CTO-102), Navy RAC II Contract, San Francisco, CA. Installation of a Bio remediation system to treat a 5 acre contaminated groundwater plume. Contaminants of concern were TCE and PCE.
- Site Electrician, Alameda Naval Air Station (CTO-60), Navy RAC II Contract, Alameda, CA. Installation of 3 six phase soil heating units. Chlorinated solvents were the contamination of concern. This project combined cutting edge technologies which used electrodes to heat the subsurface soils and groundwater to above boiling temperatures and then capture the contamination using soil vapor extraction.
- Foreman / Alt Superintendent, Hunters Point Shipyard (CTO-33), 820425, Navy RAC II Contract, San Francisco, CA. This remedial action required the installation of 7 Soil Vapor Extraction Systems (SVE). Tasks included the installation of all piping to tie in 63 vapor extraction wells. Directed crew and subcontractors to complete tasks.
- Foreman/Alt Superintendent, Hunters Point Shipyard (CTO's 82, 81, 25, 30 & 33), Navy RAC Contract, San Francisco, CA. Operation and Maintenance of groundwater extraction system in Parcel E. Remedial action for Parcel B including excavations, backfilling, transportation and disposal of solid waste, steam line removal, asbestos removal, well closures, industrial waste line removal, building ducting removal and disposal, consolidated waste found in buildings throughout Hunters Point. Secured all buildings in parcel B. Plow and seed 14 acre landfill cap and install a watering system to mature vegetation. Complete a treatability study to develop details and information necessary to determine the applicability of an In Situ chemical oxidation system in various locations. Installation of 7 soil vapor extraction systems (SVE), including the installation of all piping and electrical components associated with the tie in of 63 soil vapor extraction wells. Provide operation and maintenance (O&M) of above systems.
- Senior Operator, Chemical Sales, USEPA, Denver, CO. In charge of start up and 90 day operation and maintenance (O&M) of a 3,000 CFM soil vapor extraction and air sparging system to treat chlorinated solvent contaminated soils. Treatment system included 3-1,000 CFM vacuum pumps, 3-600 CFM air sparge compressors, 2-4,000 lb resin absorbers (filled with zeolite) and a 500 CFM thermal oxidizer with caustic scrubber for regenerating the resin beds. All of the above mention equipment was computer controlled via a programmable logic control system (PLC) through a computer link to the control room. The wellfield consisted of 23-4" vapor extraction wells and 80-2" air sparge wells.
- Foreman/Assistant Superintendent, CET Environmental, Inc., Field Operations, Tustin, CA. General construction Foreman on commercial and government projects which involved installation and operation and maintenance (O&M) on large and small remediation systems. These systems included Soil Vapor Extraction (SVE), groundwater pump and treat and soil thermal desorption. Mr. Johnston also filled in as an assistant superintendent on some projects.
- Site Foreman O&M, Golden Eagle Refinery/Western Fuel Oil/Burlington Northern/Metropolitan Transit Authority/Paramount Petroleum/J&M Oil/EPA-Toro Creek/Texaco/Unocal, Various Locations in Southern California. In charge of daily and weekly operations and maintenance (O&M) of various projects which utilized Soil Vapor Extraction (SVE), groundwater extraction and treatment, Oil and Water separators and Vapor incineration of both chlorinated and nonchlorinated volatile organic compounds (VOC's).
- Operation Foreman, Ocean Park Lead, USEPA Region 9, Santa Monica, CA. Operations Foreman for the removal and disposal of lead based paint at an area daycare center. This project required internal and external sampling to ensure effective removal.
- Operations Foreman, Casmalia Landfill, USEPA Region 9, Santa Maria, CA. Proficiency upgrades and safety upgrades for leachate/groundwater treatment system for an inactive Class I hazardous waste treatment, storage and disposal facility undergoing closure. Wastes were deposited from 1972 through 1989 without a liner or leachate collection system, thus contaminating the groundwater. Volatile Organic Compounds (VOC's) were found at levels as high as 140,000,000 parts per billion (ppb).

- Operations Foreman, Pernaco, Inc., USEPA Region 9, Maywood, CA. Demolition of structures, removal of drums, removal of 30 underground storage tanks (UST's) and the design, installation and operation of a Soil Vapor Extraction System (SVE).
- Operations Foreman, Toro Creek, USEPA Region 9, Montecito, CA. Installation of a passive oil/water separator and recovery tank to recover crude oil and water from an abandoned oil well along an adjacent creek bed. After the installation of the recovery system there was an aggressive clean up along a 1 mile stretch of the creek bed downstream.
- Operations Foreman, Western Fuel Oil, Land Bank, San Pedro, CA. This project involved soil excavations and the design and installation of a large scale bioremediation system. The systems installed and operated were divided into two distinct systems. Both systems utilized 100 air sparge wells and 130 vapor extraction wells. The chlorinated wells were sent into a heated catalyst system with acid scrubber and the nonchlorinated wells were treated using incinerators. This remedial action was required to lower contamination in the subsurface for future land development into an industrial park.
- Operations Foreman, Golden Eagle, Lamar, Carson, CA. Installation, start up and operation of a large scale Soil Vapor Extraction (SVE) and Air Sparge (AS) system. This site involved installation of over 300 wells on a 74 acre site which was fast tracked for quick property turn over for industrial development. Over 20,000 feet of trenching and 80,000 feet of piping were installed in 18 days. Activities also included operation and maintenance of a methane barrier at the landfill area.
- Operation Foreman/Assistant Superintendent, Bingham Creek, Arco (Anaconda Mining), Salt Lake City, UT. Removal and restoration of 73 residential yards contaminated with lead and arsenic. Over 50,000 cubic yards were removed and transported to an, installed, impound facility which was built using a geocomposite clay liner (GLC) and 40-mil high-density polyethylene (HDPE) cover with a soil encasement.
- Operations Foreman/Assistant Superintendent, Davis Global, US Air Force, McClellan AFB, Davis, CA. Design and install equipment and facility upgrades to the existing groundwater treatment plant and soil vapor extraction systems at the Global Communications site in Davis, Ca.
- Foreman/Assistant Superintendent, Central Eureka Mine, USEPA Region 9, Sutter Creek, CA. Removal and restoration of lead and arsenic contaminated soils from the yards of 41 residential homes. Removed bushes, trees, plants and debris from an adjacent creek area. Contaminated soils were impounded at a local area for future disposal. Restoration activities utilized local sub contractors and labor.
- Field Technician, Montrose, USEPA Region 9, Torrance, CA. DDT impacted soils removal from residential backyards. Impacted soils were removed from site via roll off bins. Extreme care was taken to reduce community contamination.
- Operations Foreman, Unocal Hanford, Unocal, Hanford, CA. Installation of groundwater monitoring wells and excavation activities at a liquid fertilizer storage and distribution facility. The contaminants of concern included nitrates, heavy metals and radionuclides.
- Operations Foreman/Superintendent, Foothill Thrift, Foothill Thrift and Loan, Vernon, CA. Excavation and removal of seven underground storage tanks (UST's). 825 tons of excavated diesel contaminated soils were treated using low temperature thermal desorption and used for final backfill of site.
- Operations Foreman/Superintendent, Tesoro Woodland Hills, Tesoro, Woodland Hills, CA. Excavation and treatment of 4,300 tons of gasoline and waste oil contaminated soils using low temperature thermal desorption. Processed soils were used as final backfill to return site for commercial use.
- Operation Foreman, Webb Automotive, Webb Automotive, Los Alimitos, CA. Construction and installation of a bioventing system for treating gasoline impacted soils and a bioremediation cell for treating waste oil impacted soils.

- Operations Foreman, USCO Bellem, USCO, Santa Anna, CA. Operation and Maintenance (O&M) of a groundwater treatment system to treat a solvent release. Cleanup met with regional water quality control board (RWQCB) requirements for closure.
- Operations Foreman/Superintendent, Chevron Refinery, Chevron, El Segundo, CA. Install, operate and maintain 3 Soil Vapor Extraction Systems (SVE) attached to natural gas fired incinerators with a total flow rate of 5,000 CFM from 130 vapor recovery wells. Install, operate and maintain 63 dual pump wells for free product recovery. Install, operate and maintain a groundwater filtration system for reinjecting groundwater into 27 injection wells. Provide client relations and reports daily. Set up and maintain operator training records and general supervision of up to 14 operators. Set up and maintain spare parts inventory for all systems listed above.
- Foreman, CPC Marine terminal, Chinese Petroleum Corp., Kaohsiung, Taiwan. Installation and start up of oil recovery system. System required due to marine terminal pipeline leak into residential area.
- Pollution Control Technician, Chevron Pipeline / Boise, Chevron U.S.A., Boise, ID. Installation, operation and maintenance of 10 dual phase liquid extraction wells required due to an underground pipeline leak.
- Pollution Specialist/Assistant Mechanic, Environmental Emergency Services, Riedel Environmental Services, Portland, OR and Richmond, CA. Provided 24 hr On Call for clean up of oil and chemical spills, placement of containment boom around ships while fueling, assistant mechanic for marine related equipment including jet boats, outboard motors and various sized water discharge pumps.

## **Guy Worthington - President / CEO (2000 - Present)** **Blue Sky Environmental, Albany, CA**

Started an independent business providing industry with quality source emissions testing services to local Northern California companies. Over 200 compliance source tests performed annually for over 100 clients. California Air Resources Board certified Approved Contractor.

### **SKILLS**

Expertise in project design, management and execution, including the training, planning and supervision of technicians and tasks. Excellent communication skills and leadership ability. Great attention to detail and high quality assurance standards.

### **PRIOR EXPERIENCE**

#### **Senior Project Manager: 1992 - 1999** **Best Environmental, San Leandro, CA**

Responsible for professional execution of source testing projects that require the quantification of airborne pollutants (e.g., NO<sub>x</sub>, CO, SO<sub>2</sub>, Hydrocarbons, Particulates, toxic compounds and elements) from industrial sources (e.g., refineries, engines, boilers, incinerators, turbines, chemical processes etc). Duties include:

- Marketing and client service – excellent rapport and client loyalty record
- Technician training in source test procedures. Initiated training program
- Ensuring complete preparation and performance of source tests
- Writing cost quotations and designing test methodologies for source testing services
- Writing source test plans to submit to the government agencies for test approval
- Compiling, presenting and analyzing data in a final report
- Equipment and procedural design, construction, trouble-shooting and repair
- Equipment calibration & training
- Writing basic HP calculator programs, creating excel spreadsheets and producing word documents
- Editing / Reviewing project proposals and final reports

#### **Manager: 1991 – 1992** **Galson Corporation, Berkeley, CA**

Responsible for managing the source test group that consisted of project managers and technicians. This included managing personnel, schedules and projects, marketing, leadership, client service, writing proposals, writing source test plans, planning and executing source tests, writing final test reports

#### **Technician/Project Manager/Manager: 1986 – 1991** **Thermo Analytical Norcal, Richmond, CA**

Began as a technician and soon became the Senior Project Manager, and finally the Group Manager responsible for all the source testing projects, the project managers and technicians including managing personnel, schedules and projects, marketing, leadership, training, conducted performance reviews and made compensation recommendations, client services, writing proposals, writing source test plans, planning and executing source tests, writing final test reports

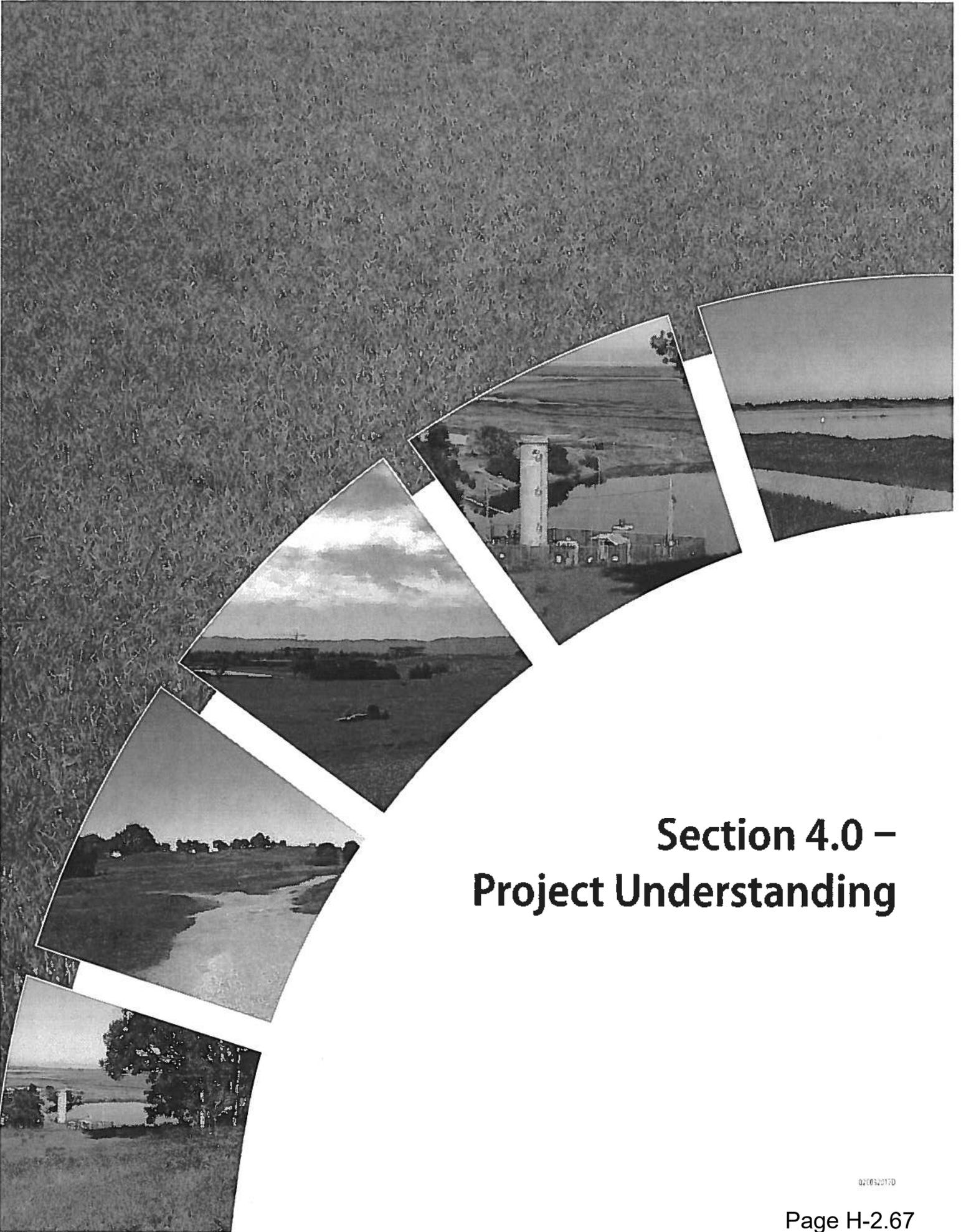
#### **Teaching Assistant: 1983 - 1986** **Simon Fraser University, Burnaby, B.C.**

Conducted and evaluated undergraduate laboratory classes in Hydrology and Physical Geography.

### **EDUCATION**

**Simon Fraser University – Burnaby, B.C., Canada, Graduate study, Geography**

**London University – Queen Mary College, London, U.K., B.A., Geography**



## Section 4.0 – Project Understanding

## 4.0 - Project Understanding & Approach

CB&I provides this detailed description of our understanding of the requested scope of services and our approach for managing the project, accomplishing project milestones and deliverables, financial monitoring, QA/QC, project coordination, and ability to provide emergency response to equipment malfunctions within 8 hours of a call-out service request.

### 4.1 Project Understanding

CB&I understands that the City requires a qualified consultant to provide the necessary services to perform O&M services for the leachate management system and GCCS at the Landfill. Further, these O&M services must comply with all regulatory requirements and requirements under the following permits:

#### Leachate, Groundwater, and Surface Water:

- Waste Discharge Requirements Order 97-073 (WDR)
- Mandatory Wastewater Discharge Permit No. WB 120930 (MWDP)

#### GCCS:

- BAAQMD Permit No. AP25623

#### Other Landfill Permits:

- San Francisco Bay Conservation and Development Commission (BCDC).
- San Mateo County Environmental Health, Solid Waste Program

### 4.2 Project Approach

CB&I has provided below a detailed description of our approach for each of the five (5) Task Orders as outlined in RFP:

- Task 1 – Routine Monitoring, Operating, and Maintenance Services
- Task 2 – Sampling and Analysis
- Task 3 – Monitoring and Analysis Reports
- Task 4 – On-Call Maintenance and Repair Work
- Task 5 – Project Management

#### **Task 1 – Routine Monitoring, Operating, and Maintenance Services**

CB&I will be responsible for operating and conducting routine monitoring of the leachate system and GCCS as detailed below under Subtasks 1a and 1b.

### ***Subtask 1a - Leachate***

Under Subtask 1a, CB&I will perform the following tasks on a monthly basis:

- Monitor and record:
  - the flow at all leachate flow meters,
  - pump run-times,
  - piezometer levels,
  - sump levels, and
  - other pertinent parameters and activities.
- Monitor and adjust the leachate system in accordance with the flow requirements set in Permit MWDP No. WB 120930 based on field measurements;
- Observe and record maintenance and repair needs;
- Perform routine maintenance on the leachate system to ensure that it is operating efficiently;
- Observe and record major (non-routine) repair needs;
- Perform other necessary tasks as required to ensure regulatory compliance; and
- Provide all the monitoring and operating data for the monthly reports as described under Task 3.

### ***Subtask 1b - GCCS***

Under Subtask 1b, CB&I and FORTISTAR will perform the following tasks:

- A minimum of monthly, monitor and adjust the GCCS components to ensure that the system is operated efficiently and in accordance with all permit requirements. This will meet permit and BAAQMD requirements.
- A minimum of monthly, adjust GCCS valves to ensure adequate gas flow, to reduce the migration of surface gases, and to minimize odors as needed. This will meet permit and BAAQMD requirements;
- A minimum of monthly, monitor gas wells, condensate traps, laterals headers, blowers, flare and other GCCS components. This will meet permit and BAAQMD requirements;
- Typically on a weekly basis, CB&I and Fortistar will monitor and record the flare operating parameters (temperature and pressure), gas quality (% methane, carbon dioxide, oxygen, balance), gas flow and temperature, blower operating parameters (temperature, pressure, valve positions, run time hours), condensate system conditions and will confirm that the flare operating parameters are being recorded on the continuous data recorder (Yokogawa). This will meet permit and BAAQMD requirements;
- Weekly conduct a general inspection of the flare station operations including:
  - Alarm history;
  - Current operating conditions;
  - Condensate management system functioning properly;
  - Air compressor system functioning properly;
  - Data recorder functioning properly;

- Sump pumps functioning properly;
  - Check well field vacuum;
  - Verify the City's SCADA system is receiving data;
  - Check flow and vacuum historical data since previous week to determine if any variations or shut downs occurred; and
  - Other general operational parameters.
- A minimum of monthly, download and review the data from the continuous data recorded (Yokogawa) to ensure flare data is being recorded properly and operations are within the requirements of the permit and BAAQMD Rules and Regulations;
  - Measure and record on a monthly basis the static pressures, temperature and percent content (methane, carbon dioxide, oxygen, balance) of the landfill gas at each of the wellheads as well as the liquid levels in the wellheads;
  - Calibrate on a monthly basis the analytical equipment;
  - Record / document all GCCS activities;
  - Inspect and maintain the flare in accordance with the manufacturer's requirements;
  - Perform routine maintenance on the GCCS to ensure that it is operating efficiently;
  - Observe and record major (non-routine) repair needs;
  - Ensure that the analytical equipment used is calibrated and certified;
  - Any other necessary tasks as required / as needed to ensure regulatory compliance; and
  - Provide all the monitoring and operating data for the monthly reports as described under Task 3.

In addition to the above monitoring activities, CB&I will perform adjustments to the leachate system and GCCS in case of system failure and needed repair work. CB&I will have the availability to arrive at the site and respond to equipment malfunctions and emergencies within 8 hours of the call-out service request.

## **Task 2 – Sampling and Analysis**

CB&I will be responsible for the development of sampling protocols and complying with all sampling and analytical requirements required by the applicable Landfill permits. Analysis of constituents will be conducted by a certified laboratory — **BC Laboratories**.

### *Subtask 2a - Leachate*

Under Subtask 2a, CB&I will be responsible for complying with the water quality monitoring and reporting requirements required by WDR Order 97-073. These requirements include, but are not limited to:

#### WDR Order 97-073:

- Quarterly sampling and analysis of the leachate;
- Semi-annual sampling and analysis of the groundwater;
- Semi-annual sampling and analysis of the surface water;

- Semi-annual site inspections;
- Preparation and submittal of all monitoring reports to the applicable regulatory agencies on behalf of the City (as described under Task 3).

Further, CB&I will be responsible for complying with the leachate water quality monitoring and reporting requirements required by MWDP No. WB 120930. These requirements include, but are not limited to:

MWDP No. WB 120930:

- Quarterly sampling and analysis for specific constituents required by MWDP No. WB 120930; and
- Monthly flow measurements and reporting.

*Subtask 2b - GCCS*

Under Subtask 2b, CB&I will perform all GCCS sampling and analysis requirements pursuant to the BAAQMD. Specifically, CB&I will conduct surface emissions monitoring on a quarterly basis measuring the methane gas concentrations in parts per million off the surface of the Landfill within numbered grids. Exceedances will be flagged in the field and marked on the grid map. Then, prior to leaving the site, CB&I will notify the City of any exceedances such that the City may visit to investigate and schedule repairs. Note that cover repairs and re-testing are not included in CB&I's cost proposal.

In addition, CB&I will conduct source testing of the flare as required by the permit. The last source test was conducted on January 7, 2014. The source test is due every four (4) year in accordance with the BAAQMD Permit. CB&I recommends that the next source test be conducted December of 2017 which would allow time to make any required repairs and conduct a re-test prior to the January 7, 2018 deadline. Note that such repairs re-tests are not included in CB&I's cost proposal. **CB&I's cost proposal includes two (2) flare source tests** since the contract is for five (5) years.

**Task 3 – Monitoring Reports**

Under Task 3 services, CB&I will prepare all monthly, semiannual and annual monitoring reports as required by the City and in accordance with the regulatory requirements of the Landfill permits. CB&I will submit these reports to the applicable permit agencies on behalf of the City. All reports will include a description of the site and landfill systems, evaluation criteria, explanation of any calculations, certified analytical results, monitoring and inspection summaries, field and laboratory records, maps and figures, and any recommendations. All reports will be submitted in draft form to the City for review and comment, and subsequently finalized with any City comments prior to their submittal to the permitting agencies.

*Subtask 3a - Leachate, Groundwater, and Surface Water*

Under Subtask 3a, CB&I will be responsible for the preparation and submittal of all monitoring and analysis reports complying with the water quality reporting requirements contained in WDR Order 97-073 and MWDP No. WB 120930. Specifically, CB&I will provide the following:

WDR Order 97-073:

- Preparation and submittal of semi-annual reports due in April and October of each year



**MWDP No. WB 120930:**

- Preparation and submittal of monthly leachate reports.

***Subtask 3b - GCCS***

Under Subtask 3b, CB&I will be responsible for the preparation and submittal of all monitoring and analysis reports complying with the GCCS reporting requirements of BAAQMD. Specifically, CB&I will be responsible for performing the following:

- Preparation and submittal of monthly and quarterly reports that include a summary of the GCCS monitoring data and maintenance activities; and
- Maintaining accurate records and access to the records / monitoring data for a period of 5 years. Data storage should be duplicated by the City and conducted at the City offices.

**Task 4 – On-Call Maintenance and Repair Work**

Under Task 4, CB&I will provide all the necessary labor, equipment and materials to perform maintenance and repair work on the leachate system and GCCS on an on-call and as-needed basis. The work may be based on maintenance and repairs needs identified during routine inspections, system failures, and any other work requested by City Staff. CB&I will provide an estimated cost of the on-call work and will seek authorization from the City prior to proceeding.

## Task 5 – Project Management

Under Task 5, CB&I will provide project management support, as required, and will include the following:

- Coordinate and conduct meetings with City staff and permit agencies;
- Conduct site visits with City staff;
- Assist with and review permit expiration dates, application renewal processes, monitoring and maintenance regulations; and
- Develop recommendations and cost estimates for improving the performance of the landfill environmental control systems.

### 4.3 CB&I's Project Management and Coordination

CB&I understands the importance of client coordination and project controls for meeting the needs of our clients in a cost-effective and efficient manner. This section summarizes our project management and coordination approach.

#### *Cost and Schedule Control*

CB&I will control the project costs using a number of tools and resources to support cost control measures. Our project management system was developed specifically for tracking engineering design and construction contracts. The system brings us: real-time cost tracking and forecasting; integrated planning, estimating, and scheduling; customized cost reporting and invoicing; and modification planning and schedule analysis. The Project Manager (Dan Easter) evaluates the project's physical completion against the costs-to-date and schedule. The system also includes a fully integrated suite of options for monitoring vendor and subcontractor budgets as well as outstanding purchase orders and committed costs.

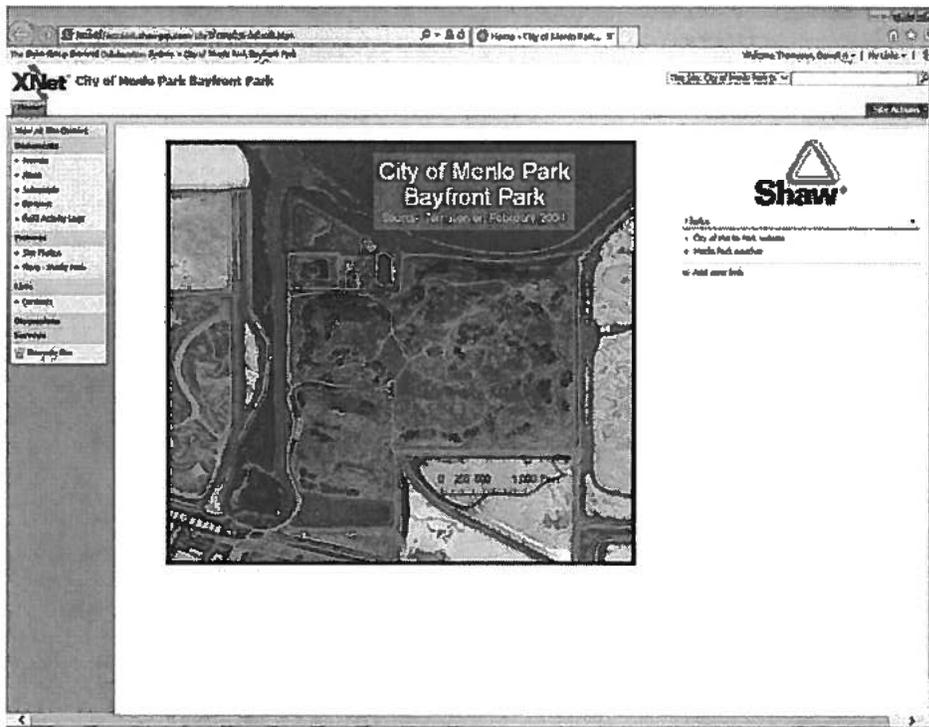
The first control begins at the definition of the project and its individual tasks in the Work Order. No project activities are performed and no charges are posted to a project account until an executed Work Order is in place, and each Work Order must specify an exact scope of services, a schedule, and budget. No exceedances of budget or work scope are allowed without written client approval (in urgent situations an e-mail approval is sufficient). Thus costs are controlled by careful communication and documentation of project expectations between the client and CB&I, and by strict adherence to agreed-upon work scopes and budgets (as well as schedules). Second, the Project Manager will staff the project tasks with the appropriate level personnel, taking into consideration task difficulty, labor costs and resource availability. The Project Manager develops a cost and time budget by individual task and employee, which is provided to the employees performing project work.

CB&I will provide a customized summary report of all ongoing and completed project tasks using our management tracking system. The report will detail project status, authorized funds, expenditures to date, unbilled balance, contract amount remaining, an estimate of completion, and an invoicing schedule. This level of direct communication between the City and CB&I's project team encourages proactive decision-making and results in improved performance, thereby saving time and money. Clear and concise progress and cost reports will keep the City informed and up-to-date on project activities. Formal progress meetings can be scheduled at the request of the City on a regular basis or as needed.

### Project Tracking, Updates, and Billing

CB&I will be tracking the project similarly to how we have tracked the groundwater, leachate, and stormwater project for the last 20 years or more. CB&I maintains impeccable field notes which are utilized in preparation of semi-annual reports, monthly reports, and quarterly reports. Our reports will highlight compliance with permit conditions, upcoming deadlines, and any issues warranting maintenance or follow-up actions. Below is an example of a cover sheet for CB&I's project management report.

CB&I has a "Web Portal" for use by project personnel and the City's personnel. Through the portal, the City may download all reports, field logs, maps, drawings, operational data, laboratory data, and other pertinent project information from any authorized computer. CB&I can program the portal to alert users as to when new information has been posted.



Billing (invoicing) will be done on a monthly basis. For this project, CB&I will propose monthly lump sum fees for routine 1) groundwater, leachate, surface water related work and 2) landfill gas system related work. Should any non-routine maintenance be required, CB&I will prepare a cost estimate of the work and will request approval for this work prior to making repairs or maintenance. Such non-routine work will be tracked on a time and materials basis and invoiced as a separate line item on the monthly invoice. Below is an example of a CB&I invoice.



**Example 1. Project Management Report**

July 1, 2016

*CLIENT NAME*  
*CLIENT ADDRESS*

Subject: Project No. XXXX, June 2016 Project Management Report  
XXXX – Leachate and GCCS O&M Services

Dear *CLIENT NAME*:

The following project management report summarizes the activities performed by CB&I during June 2016 for the subject project:

**Task Order 1.0 – Leachate Services**  
*Subtask 1.1 – O&M Services*  
CB&I has provided leachate O&M services for the ABC Landfill for May and June 2016.

**Task Order 2.0 – GCCS Services**  
*Subtask 2.2 – Sampling & Testing*  
CB&I has performed the 2016 second quarter sampling and testing activities for the ABC Landfill.

**Percent Complete Summary**  
Estimated percent completion of the task orders discussed above are provided in the attached tables. If you should have any questions concerning this project management report, please contact me at (XXX) XXX-XXXX.

*Sincerely,*  
*CB&I*

*PROJECT MANAGER NAME*



**Example 2. Invoice**

		<b>INVOICE</b>			
Sample Industries, Inc. Attn: Accounts Payable 123 ABC Street Anywhere, USA 98765		<b>Invoice Number: 23947-R8-0565</b>			
		<b>Invoice Date: 01/15/2017</b> <b>Billing Through: 01/14/2017</b> <b>Payment Terms: Due Upon Receipt</b> <b>Client Number: 115599</b> <b>Client Order Number:</b>			
<b>Project Num: 123456</b> <b>Project Name: New Sample Project</b>		<b>Project Mgr: John Doe</b> <b>CBI Contract No: 123456</b>			
<b>Account Notes</b>					
*** VERIFY & REPLY *** Project: SAMPLE Project Please reference invoice number on check for proper credit. Services consisted of: ANCHOR services.					
<b>Cost Cd</b>	<b>Cost Cd Description</b>	<b>Date</b>	<b>Units</b>	<b>Rate</b>	<b>Amount</b>
01					
0101	PERMIT				
010103					
01010340	Reports				
	ST Labor				
	Jane, Smith M.	THRE			
	Engineer/Scientist III	12/18/2016	1.00	98.00	98.00
	Jones, Michael L.	THRE			
	Engineer/Scientist III	12/19/2016	1.00	98.00	98.00
	DOE PERMIT				
					<b>TOTAL FOR: Reports</b>
					<b>196.00</b>
					<b>TOTAL FOR: DOE PERMIT</b>
					<b>196.00</b>
99					
9900					
990009					
99999999	Revenue				
	RE Fixed Fees				
	Communications Per				
					<b>TOTAL FOR: Revenue</b>
					<b>5.40</b>
					<b>Sub Total:</b>
					<b>185.40</b>
					<b>Total Taxable Amount:</b>
					<b>.00</b>
					<b>Total Tax:</b>
					<b>.00</b>
					<b>Total For: ***** This Invoice *****</b>
					<b>185.40</b>

Page 1

TABLE 3  
Bedwell Bayfront Park Landfill - O & M of Leachate and GCCS  
Summary of Activities, Schedules, and Deliverables

Item	Frequency	Activity Date	Deliverable <sup>1</sup>	Deliverable Date <sup>1</sup>	Agency / Permit No. <sup>2</sup>
<b>GAS COLLECTION AND CONTROL SYSTEM (GCCS):</b>					
<u>GCCS Components (wells, cond. traps, header, etc.):</u> GCCS components - monitoring and O&M GCCS wellfield tuning / adjustments	Weekly	Apr 1, 2017 to May 30, 2022	Weekly field logs / field reports included in Monthly and Quarterly Reports	<u>Monthly Reports:</u> 4/1/2017 to 5/30/2022  <u>Quarterly Reports:</u> Mar.31 (2018 thru 2022) Jun.30 (2017 thru 2021) Sep.30 (2017 thru 2021) Dec.31 (2017 thru 2021)	BAAQMD Permit Applic. No. 2639 / Plant No. 3499
<u>LFG Extraction Wells (72 wells):</u> Measure at wellheads - pressure, temperature, % gas content, liquid level	Monthly	Apr 1, 2017 to May 30, 2022	Monthly field logs / field reports included in Monthly and Quarterly Reports	<u>Monthly Reports:</u> 4/1/2017 to 5/30/2022  <u>Quarterly Reports:</u> Mar.31 (2018 thru 2022) Jun.30 (2017 thru 2021) Sep.30 (2017 thru 2021) Dec.31 (2017 thru 2021)	
<u>LFG Flare (A-3):</u> 1) Source test 2) Analytical chemical characterization 3) Temperature continuous 4) Flare operating parameters (temperature, gas quality, flows, etc.) 5) Flare Emissions Calculations and Recordkeeping	1) 4 Years 2) 4 Years 3) Contin. 4) Weekly 5) Monthly	1) <u>Dec 1<sup>st</sup></u> : 2017 & 2021 2) <u>Dec 1<sup>st</sup></u> : 2017 & 2021 3) Continuous 4) Apr 1, 2017 to May 30, 2022 5) Apr 1, 2017 to May 30, 2022	1) Draft & Final Reports 2) Draft & Final Reports 3) Temperature charts maintained on-site 5 yrs 4) Draft & Final Reports 5) Field logs / field reports	1) <u>Jan 15</u> : 2018 & 2022 2) <u>Jan 15</u> : 2018 & 2022 3) Maintained on site 4) and 5) below  <u>Monthly Reports:</u> 4/1/2017 to 5/30/2022  <u>Quarterly Reports:</u> Mar.31 (2018 thru 2022) Jun.30 (2017 thru 2021) Sep.30 (2017 thru 2021) Dec.31 (2017 thru 2021)	
<u>Other:</u> Calibrate analytical equipment	Monthly	Apr 1, 2017 to May 30, 2022	Monthly field logs / field reports included in Monthly and Quarterly Reports	<u>Quarterly Reports:</u> Mar.31 (2018 thru 2022) Jun.30 (2017 thru 2021) Sep.30 (2017 thru 2021) Dec.31 (2017 thru 2021)	

**TABLE 3**  
**Bedwell Bayfront Park Landfill - O & M of Leachate and GCCS**  
**Summary of Activities, Schedules, and Deliverables**

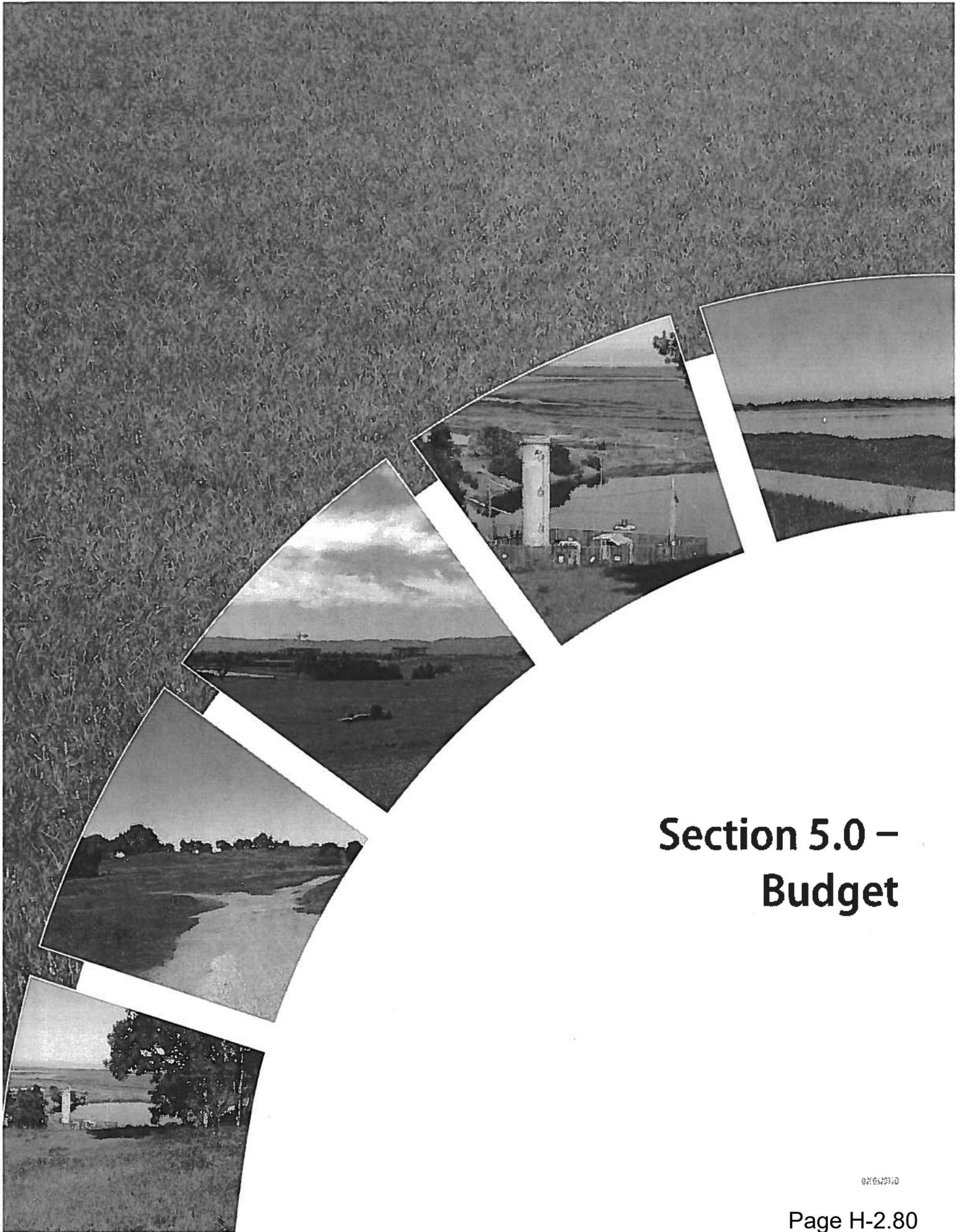
Item	Frequency	Activity Date	Deliverable <sup>1</sup>	Deliverable Date <sup>1</sup>	Agency / Permit No. <sup>2</sup>
<b>LEACHATE:</b>					
<u>Leachate Extraction Sumps (12)</u> <u>1 thru 11, and 4A:</u> Discharge Volumes Pump run-times Sump liquid levels Inspections and O&M activities (as needed) Monitor / adjust extraction system (as needed) Recordkeeping (maintenance, repairs, adjustments)	Monthly	Apr 1, 2017 to May 30, 2022	Monthly Letter Report	Apr 1, 2017 to May 30, 2022	WBSD / SBSA - MWDP (WB120930)
<u>Sanitary Sewer Manhole S-1:</u> <sup>(4)</sup> Sampling and Analysis Monitoring & Analysis Reports	Quarterly  Quarterly & Semi-Annual	<u>Sampling and Analysis:</u> Jan.1 - Feb.15 (2018 thru 2022) Apr.1 - May 25 (2017 thru 2021) Jul.1 - Aug.15 (2017 thru 2021) Oct.1 - Nov.15 (2017 thru 2021)	Draft & Final Quarterly and Semi-Annual Reports (see below for Semi-Annual)	<u>Quarterly Reports:</u> Mar.31 (2018 thru 2022) Jun.30 (2017 thru 2021) Sep.30 (2017 thru 2021) Dec.31 (2017 thru 2021) <u>Semi-Annual Reports:</u> Apr. 30 (2017 thru 2022) Oct. 30 (2017 thru 2021)	RWQCB - WDR No. 97-093
<u>Leachate Monitoring Wells (6)</u> <u>GR-1, GR-3, GR-6 thru GR-9:</u> Leachate liquid level measurements	Semi-Annually	<u>1<sup>st</sup> Semi-Annual Event:</u> Feb.1 thru Mar.31 (2018 thru 2022)  <u>2<sup>nd</sup> Semi-Annual Event:</u> Aug.1 thru Sept.30 (2017 thru 2021)	Draft and Final Semi-Annual Monitoring & Analysis Reports (see below)	<u>1<sup>st</sup> Semi-Annual Event:</u> Apr.30 (2017 thru 2022)  <u>2<sup>nd</sup> Semi-Annual Event:</u> Oct.30 (2017 thru 2021)	RWQCB - WDR No. 97-093
<u>Leachate Piezometers (5)</u> <u>P-1 thru P-5:</u> Leachate liquid level measurements					
<u>Groundwater Monitoring Wells (7)</u> <u>G-2 thru G-8:</u> Water level measurements Sampling and Analysis					
<u>Surface Water Monitoring (2)</u> <u>SW-1 and SW-2:</u> Sampling and Analysis					
Seepage Monitoring and Site Inspections					

**TABLE 3**  
**Bedwell Bayfront Park Landfill - O & M of Leachate and GCCS**  
**Summary of Activities, Schedules, and Deliverables**

Item	Frequency	Activity Date	Deliverable <sup>1</sup>	Deliverable Date <sup>1</sup>	Agency / Permit No. <sup>2</sup>
Semi-Annual Monitoring & Analysis Reports	Semi-Annually	4 to 6 weeks prior to due date	Draft & Final Reports	<u>Apr 30<sup>th</sup> and Oct 30<sup>th</sup></u> Apr. 2017 thru Apr. 2022	
Annual Monitoring & Analysis Reports <sup>3</sup>	Annually	4 to 6 weeks prior to due date	Draft & Final Reports	<u>Apr 30<sup>th</sup></u> Apr. 2017 thru Apr. 2022	

**Notes:**

1. ALL REPORTS will be submitted in DRAFT to the City for review, comment, and approval — a minimum of 3 to 4 weeks prior to the deliverable due date of the Final Report to the corresponding Agency / Authority.
2. Permitting Agency / Authority Acronyms are as follow:  
 BAAQMD - Bay Area Air Quality Management District  
 WBSD / SBSA - West Bay Sanitary District / South Bayside System Authority  
 MWDP (WB120930) - Mandatory Wastewater Discharge Permit (West Bay 120930)  
 RWQCB - WDR No. 97-093 - Regional Water Quality Control Board (Waste Discharge Requirements No. 97-093)
3. The Annual Monitoring & Analysis Reports will be submitted / combined with the Second Semi-Annual Reports.
4. The Semi-Annual Reports will include the Quarterly monitoring for Sanitary Sewer Manhole Monitoring at S-1.



## Section 5.0 – Budget

## 5.0 - Proposed Budget

The table on the next page includes CB&I's proposed fees on an annual basis. On an annual basis, CB&I will perform the Scope of Services requested for a lump sum fee of \$159,200. On a monthly basis, this equates to \$13,266 monthly. For a five-year contract, the total fee would be \$796,000.

Note that the annual budget above includes:

- Two source tests (December 2017 and December 2021)
- Annual flow meter calibration check
- Weekly, monthly, quarterly monitoring, maintenance, and reporting tasks per scope.





**CB&I Environmental & Infrastructure, Inc.  
2017 - 2022 Fee Schedule**

<u>Title</u>	<u>Rate Range</u>	
	Low	High
<b>Professional Level V</b>		
Project Scientist	\$172.00	\$199.00
Engineer	\$193.00	\$202.00
<b>Professional Level IV</b>		
Client Program Manager	\$221.00	\$225.00
Project Manager	\$232.00	\$243.00
Project Scientist	\$152.00	\$159.00
Engineer	\$138.00	\$151.00
Designer	\$137.00	\$142.00
Technician	\$91.00	\$99.00
Administrator Assistant	\$79.00	\$89.00
<b>Professional Level III</b>		
Client Program Manager	\$181.00	\$194.00
Project Manager	\$185.00	\$193.00
Project Scientist	\$127.00	\$140.00
Engineer	\$115.00	\$126.00
Designer	\$114.00	\$120.00
Technician	\$74.00	\$80.00
Administrator Assistant	\$66.00	\$80.00
<b>Professional Level II</b>		
Client Program Manager	\$169.00	\$181.00
Project Manager	\$166.00	\$181.00
Engineer	\$94.00	\$103.00
Designer	\$90.00	\$98.00
Technician	\$60.00	\$67.00
Administrator Assistant	\$60.00	\$67.00
<b>Professional Level I</b>		
Client Program Manager	\$158.00	\$170.00
Project Manager	\$134.00	\$152.00
Engineer	\$75.00	\$82.00
Designer	\$73.00	\$80.00
Technician	\$53.00	\$55.00
Administrator Assistant	\$54.00	\$59.00

Depositions and expert witness testimony, including preparation time, will be charged at 1.5 times the above rates.

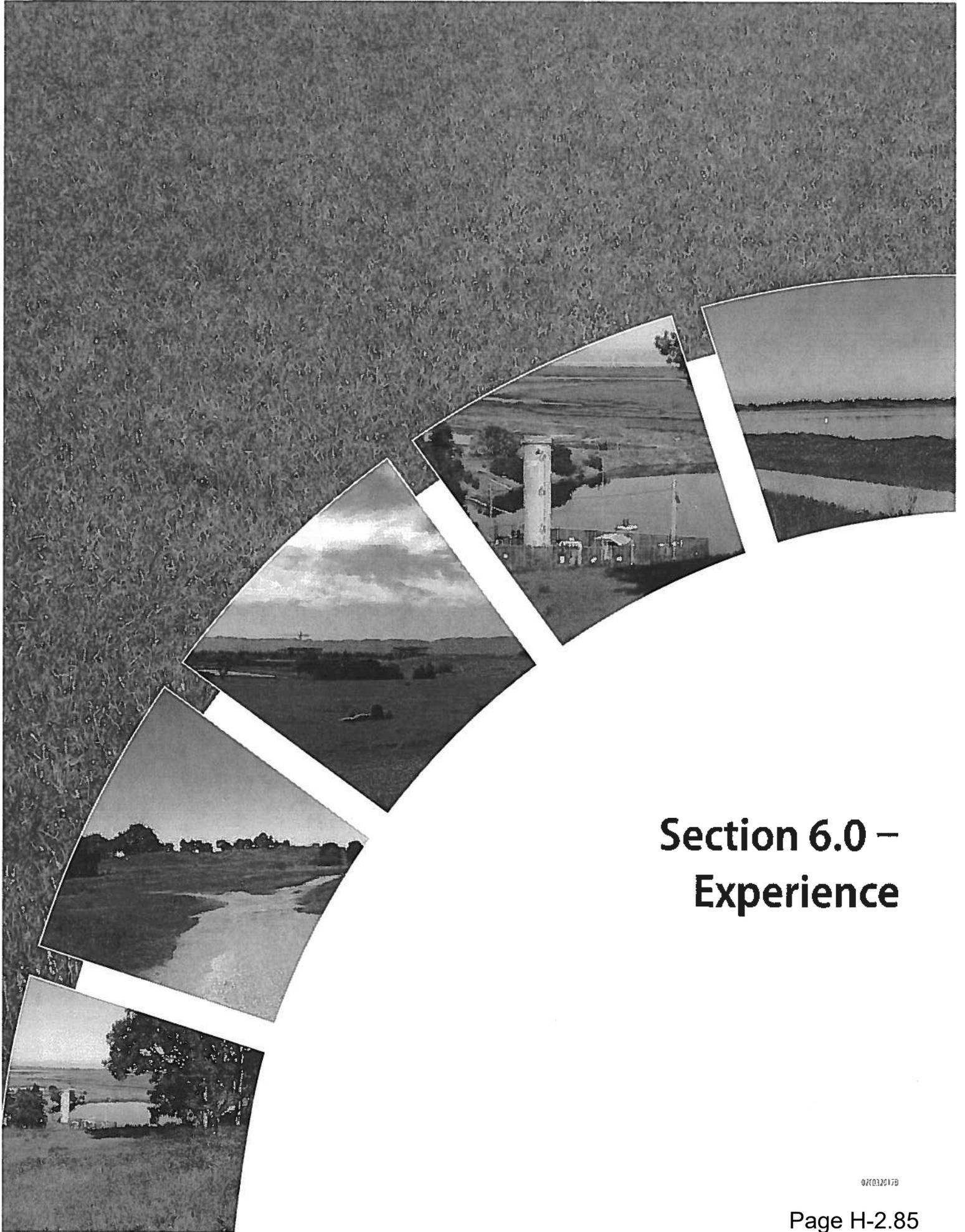


**CB&I Environmental & Infrastructure, Inc.  
2017 - 2022 Fee Schedule**

<u>Title</u>	<u>Rate Range</u>
Vehicle (day) plus gas	\$25.00
Vehicle Expense (Cost +7.5%)	Cost 7.5%
Disposable Bailers (2")	\$8.00
Disposable Bailers (1")	\$7.00
Misc. Sampling Supplies (day)	\$45.00
Groundwater Sampling Tubing (foot)	\$0.35
Caution Tape (roll)	\$18.00
Encore Sampler (each)	\$8.00
QED 0.45 Micron Disposal Filters (each)	\$18.00
Steel Well Lock (each)	\$8.00
2" Grippers (each)	\$25.00
Disposable Camera (each)	\$10.00
Laptop Computer (day)	\$75.00
LCD Projector (day)	\$100.00
Projection Screen (day)	\$25.00
Digital Camera (day)	\$20.00
Camcorder (day)	\$15.00
Tripod (day)	\$15.00
Soil Probe (day)	\$25.00
Interface Probe (day)	\$45.00
Water Level Indicator (day)	\$45.00
Infrared Thermometer (day)	\$10.00
PID (day)	\$90.00
Slug Test Equipment (day)	\$125.00
Nasal Ranger Scentometer (day)	\$75.00
Air Compressor Controller Sampling System (day)	\$160.00
Cond./Temp/pH Meter (day)	\$35.00
Multi-Parameter Water Quality Meter (day)	\$80.00
GEM-5000 (day)	\$25.00
Drager Bellows Pump (day)	\$10.00
Water Purge Pump (day)	\$30.00
Lo-Flow Sampling Pump (Peristaltic Type) (day)	\$95.00
4-Gas Meter (day)	\$20.00
Tyvek Suit (Jump suit, gloves, boots) (day)	\$35.00
Hand Auger (day)	\$25.00
Sludge Judge (day)	\$35.00
Laser Level (day)	\$45.00
Field Boat (day)	\$50.00
Reimbursables, (Cost +7.5%)	Cost 7.5%

Fee Schedule Rates are subject to change without notice.

Monthly invoices are to be paid according to the contract.  
Interest will be charged on late payments.



## Section 6.0 – Experience

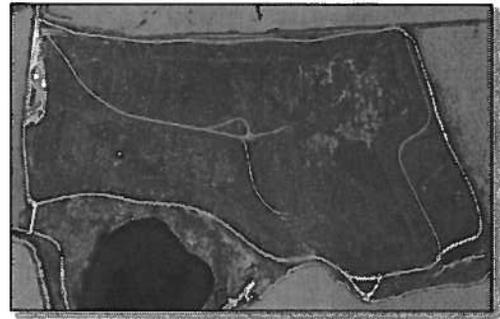
## 6.0 - Project Experience

CB&I has extensive project experience providing environmental monitoring, reporting, and O&M services at landfills across California and the U.S. We have provided below descriptions of relevant projects that we have completed within the past five (5) years or are currently providing services on. We encourage you to contact the included references to verify our capabilities.

### American Canyon Landfill - Environmental Monitoring Services (Vallejo, CA) Client: Napa Vallejo Waste Management Authority

CB&I provides the following environmental monitoring services:

- Sampling 11 monitoring groundwater wells quarterly
- Sampling 2 surface water points quarterly
- Monitoring 7 LFG probes quarterly
- Sampling leachate collection system quarterly
- Contracting with analytical laboratory to perform necessary analysis
- Preparing quarterly monitoring reports



CB&I has been performing the groundwater monitoring and reporting for this landfill since the mid-1980s. We have also prepared all engineering and geological reports for the landfill since the early 1970s. CB&I is currently providing final landfill cover management and O&M of the LFG extraction system.

**Relevant Experience:** Groundwater, surface water, leachate, gas, and stormwater monitoring.

**Dates of Service:** 1985 - present

**Key CB&I Staff:** Darrell Thompson (Principal), J.C. Isham (Project Manager), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Rich Luthy - Executive Director  
Napa-Vallejo Waste Management Authority  
1195 Third Street, Napa, CA 94559  
Phone: (707) 299-1314  
rich.luthy@countyofnapa.org

**Upper Valley Compost Facility - Environmental Monitoring Services (Napa County, CA)  
Client: Upper Valley Disposal & Recycling**

CB&I provides the following environmental monitoring services:

- Sampling 6 groundwater monitoring wells quarterly
- Monitoring stormwater
- Contracting with analytical laboratory to perform necessary analysis
- Preparing quarterly monitoring reports

CB&I has been performing all engineering and groundwater monitoring and reporting for this facility since 1992.



**Relevant Experience:** Groundwater and stormwater monitoring.

**Dates of Service:** 1992 - present

**Key CB&I Staff:** Darrell Thompson (Project Manager), J.C. Isham (Senior Technical Review), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Bob Pestoni  
Upper Valley Disposal & Recycling  
1285 Whitehall Lane, St. Helena, CA 94574  
Phone: (707) 963-7319  
[bob@uvds.com](mailto:bob@uvds.com)



**Bedwell Bayfront Park Landfill - Environmental Monitoring Services (Menlo Park, CA)  
Client: City of Menlo Park**

CB&I provides the following environmental monitoring services:

- Sampling 8 groundwater monitoring wells semiannually
- Sampling 2 surface water points semiannually
- Maintaining the continuous operation of 12 leachate extraction sumps
- Sampling leachate collection system quarterly
- Contracting with analytical laboratory to perform necessary analysis
- Preparing semi-annual monitoring reports

CB&I has been performing the groundwater monitoring and reporting for this landfill since the mid-1980s. We have also been providing all landfill engineering.

**Relevant Experience:** Groundwater surface water, and leachate monitoring.

**Dates of Service:** 1992 - present

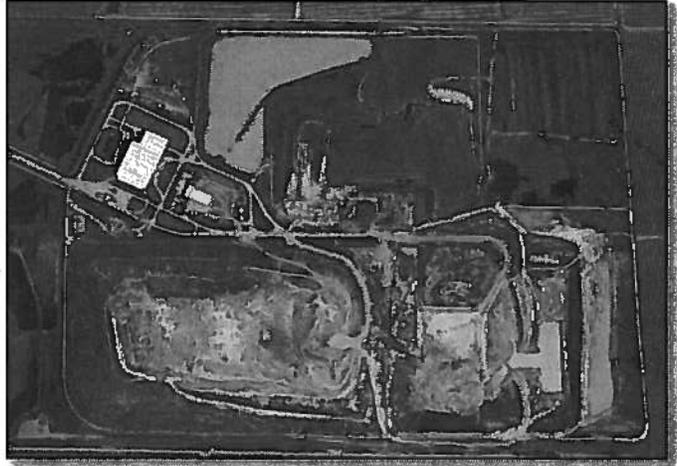
**Key CB&I Staff:** Darrell Thompson (Project Manager), J.C. Isham (Senior Technical Review), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Azalea A. Mitch - Senior Civil Engineer  
City of Menlo Park - Engineering Division  
701 Laurel Street, Menlo Park, CA 94025  
Phone: (650) 330-6742  
aamitch@menlopark.org

**San Joaquin County Landfills - Environmental Monitoring Services (San Joaquin Co., CA)**  
**Client: San Joaquin County**

CB&I performs quarterly monitoring at four landfills operated by San Joaquin County: North County Landfill, Foothill Landfill, Harney Lane Landfill, and Corral Hollow Landfill. CB&I has provided monitoring services to San Joaquin County for more than 25 years. Our services include:

- Sampling 7 to 10 monitoring wells per site
- Collect surface water samples at each site
- Contracting with analytical laboratory to perform necessary analysis
- Submitting all field and analytical data in tables to client
- Additional landfill design services at sites



CB&I has also performed troubleshooting and repairs to the LFG collection system at the Harney Lane Landfill, and performed LFG migration to groundwater studies at the Corral Hollow and Foothill Landfills.

We have assisted the County to negotiate evaluation monitoring programs, performed engineering feasibility studies, and prepared corrective action plans. CB&I has also provided landfill liner and LFG engineering to the County at its landfills.

**Relevant Experience:** Groundwater, surface water, leachate, and vadose zone sampling at the County's 4- landfill sites.

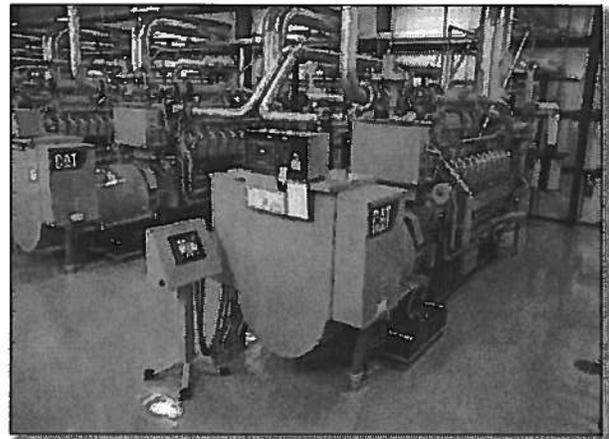
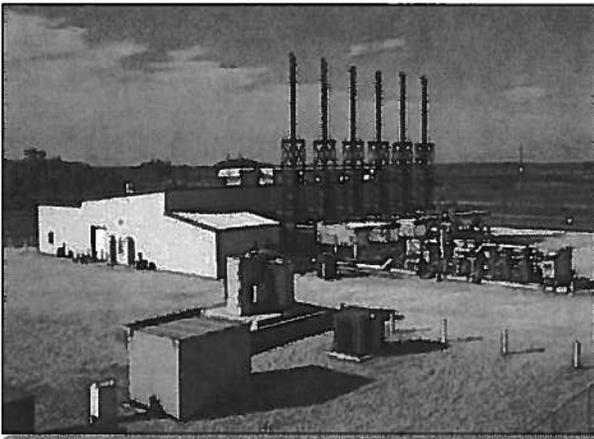
**Dates of Service:** 1999 - present

**Key CB&I Staff:** Darrell Thompson (Project Manager), J.C. Isham (Senior Technical Review), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Taj Bahadori - Senior Engineer  
San Joaquin County - Department of Public Works  
1810 E. Hazelton Ave, Stockton, CA 95201  
Phone: (209) 953-7316  
tbahadori@sjgov.org

**JED LFGTE Utilization System - Operations, Maintenance, Monitoring (St. Cloud, FL)**  
**Client: Waste Connections, Inc.**

CB&I designed, constructed, owns and operates an \$18.7 million, 9.6 MegaWatt LFG-to-Energy (LFGTE) Utilization System Project on the JED Solid Waste Management Landfill Facility located in St. Cloud, Florida. CB&I shares a portion of power sale proceeds with Progressive Waste over the course of a 20-year contract.



**Relevant Experience:** GCCS operations, maintenance, wellfield tuning, troubleshooting, repairs, and enhancements for improved recovery.

**Dates of Service:** 2014 - present

**Key CB&I Staff:** Darrell Thompson (LFG Engineer)

**Client Contact:** Benjamin Gray  
Waste Connections  
1501 Omni Way, St. Cloud FL 34773  
(407) 932-8672

**Bedwell Bayfront Park Landfill– Gas Wellfield Evaluation and Recommendations**  
Client: City of Menlo Park, CA

The City of Menlo Park, CA hired CB&I to evaluate the entire LFG well field which consists of roughly 75 active wells that were installed in the 1980's and have had minimal maintenance done since installation. CB&I sounded all wells and conducted independent monitoring. The evaluation indicated that many of the wells are watered in or damaged due to settlement over time. CB&I prepared a phased approach to implementing improvements which will consist of dewatering pumps, decommissioning wells, replacing wells, and replacing well heads and vaults.



**Relevant Experience:** LFG well field system evaluation, troubleshooting, and recommendations for improvements.

**Dates of Service:** 2014 - 2016

**Key CB&I Staff:** Darrell Thompson (Project Manager)

**Client Contact:** Azalea Mitch, PE - Civil Engineer  
City of Menlo Park, CA  
701 Laurel St., Menlo Park, CA 94025  
(650) 330-6742  
aamitch@menlopark.org



**Google, Inc. – LFGTE Power Plant and Treatment System O&M**  
**Client: Google, Inc.**

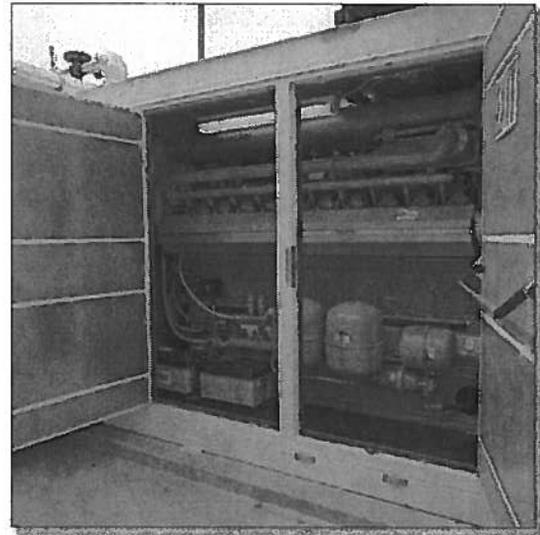
Google owns and contracts out to CB&I the O&M of three Jenbacher J320 engine/generators that are fueled from the City of Mountain View's closed landfill. The engines are installed at three different office buildings locations and were designed to offset the purchase of power from the utility.

The City of Mountain View operates an old closed landfill. The City would normally burn the gas in flares, but with the installation of the engines there was a two mile pipeline installed in the public streets of Mountain View, a new compressor station and process skid to dry the gas prior to entering the pipeline. CB&I operates the compressor and process skid to send gas to the engines.

Each engine is operated independently of each other depending upon the load of each building. Each engine can produce approximately 1 MW of electrical power.

The engines have operated above 95% on-line run time, not including routine scheduled maintenance. This is remarkable considering:

- CB&I does not operate the LFG collection system
- The gas blower is operated 2 miles away from the engines
- The engines produce most of the power that the buildings use, but there is some interconnection with power from the utility
- On one of the units, the building utilizes waste heat to heat water for the building, this process is integral to the engine operations, and
- CB&I provides all monitoring for air compliance from the pipeline to engine exhaust source testing



**Relevant Experience:** GCCS O&M, Monitoring, Reporting, Source Testing

**Dates of Service:** 2006 - present

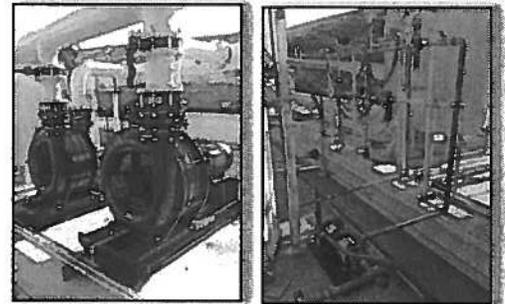
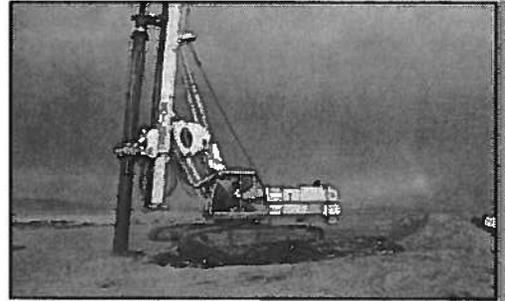
**Key CB&I Staff:** Darrell H. Thompson (Project Manager), Kirk Johnson, Kathleen Beresh

**Client Contact:** Tom Rea  
 Google, Inc.  
 650-253-6843  
 trea@google.com

**Avenal Regional Landfill – GCCS Design, Permitting, CM/CQA, O&M (Avenal, CA)  
Client: Waste Connections, Inc.**

CB&I provided comprehensive engineering services including siting, planning, design, permitting, construction CQA, compliance, and monitoring services to the Avenal Regional Landfill located in central California, in support of LFG GCCS upgrades. Recent LFG system upgrades included installation of thirteen (13) vertical gas extraction wells, four (4) horizontal gas collectors, lateral and header gas transmission piping, tie-ins to existing leachate collectors and gas vapor wells, and installation of a factory fabricated blower skid and flare stack. Specific CB&I services for this project included:

- Prepared preliminary and final design of GGCS
- Title V air monitoring and permitting
- Prepared construction bid documents for GCCS
- Designed and constructed the flare stack and blower (completed by LFG Specialties, a subsidiary of CB&I)
- Designed and permitted the GCCS condensate collection, conveyance, treatment and monitoring system.
- Provided bid assistance for the GCCS, and condensate handling, storage and treatment system.
- Provided construction quality assurance during all phases of construction.
- Provided project certification report with as-built records for the GCCS expansion.
- Developed the GCCS O&M Manual.

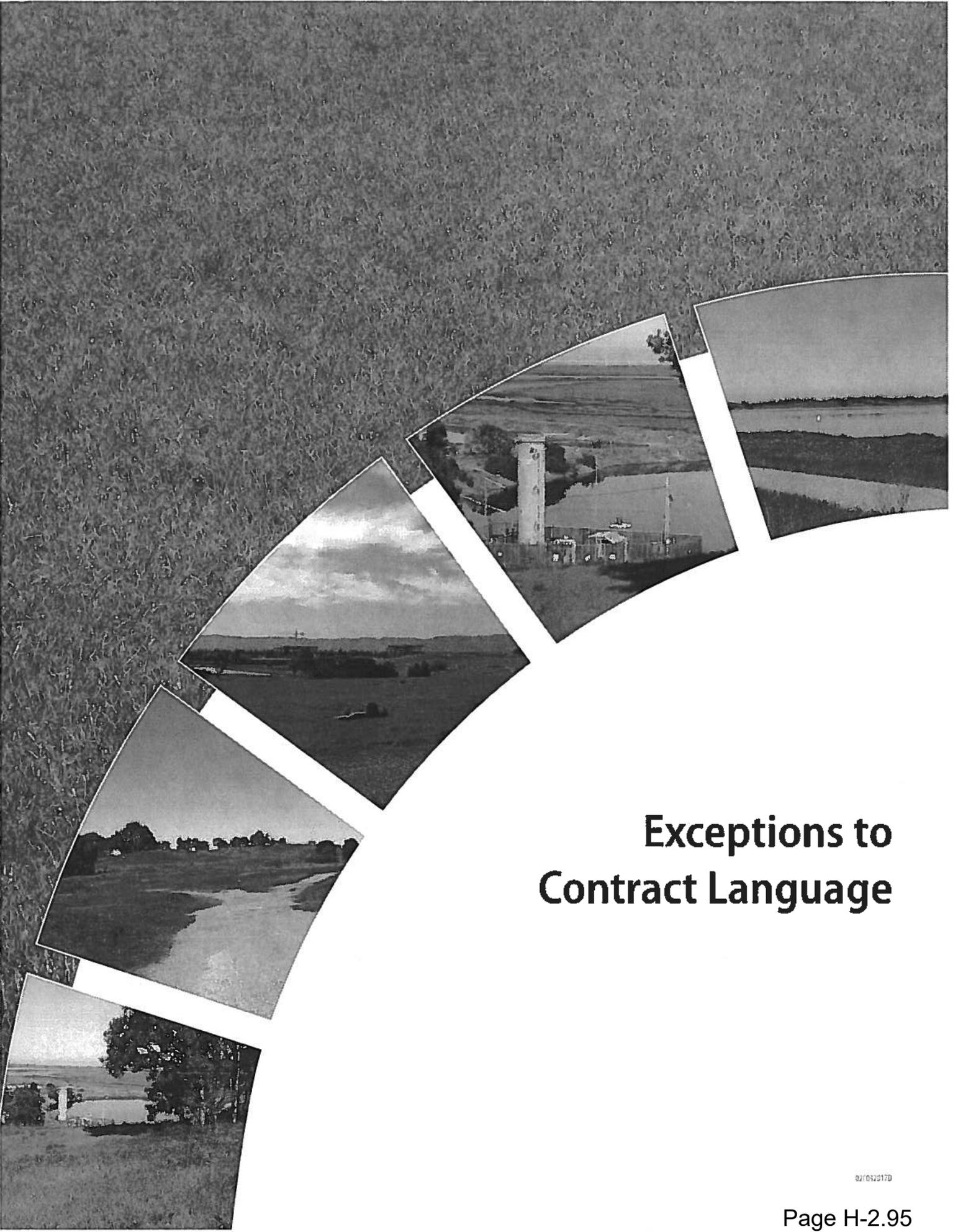


**Relevant Experience:** GCCS design, monitoring, permitting, construction / installation, and flare startup / source testing.

**Dates of Service:** 2015 - present

**Key CB&I Staff:** Darrell H. Thompson (Project Manager), and John Jowers (Engineer).

**Client Contact:** Tom Reilly, California Engineering Manager  
Waste Connections, Inc.  
1385 Promontory Point Drive, El Dorado Hills, CA 95762  
Phone: (916) 549-0443  
[TomR@WasteConnections.com](mailto:TomR@WasteConnections.com)



# Exceptions to Contract Language

02/05/2017D

**Requested Exceptions to the City of Menlo Park Agreement for Services. Note that these Exceptions have been previously agreed upon for existing Agreements with the City.**

1. Insert our full name CB&I Environmental & Infrastructure, Inc.

~~2. Delete Paragraph 11.B.3~~

3. Replace Paragraph 10. Hold Harmless with:

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

**EXHIBIT "B" - DISPUTE RESOLUTION**

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

# AGREEMENT COVER SHEET

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



Contract #: 2117				
Project Manager: Azalea Mitch	Department: Public Works	Date: 3/16/2017		
<input type="checkbox"/> Time Sensitive <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Attest Only <input type="checkbox"/> Amendment                    Choose an item.				
First Party: CB&I Environmental & Infrastructure, Inc.	Type of Agreement: Maintenance			
Agreement or Project Title: Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems				
Purpose: Five year contract to provide the necessary services to operate and maintain the leachate system and Gas Collection and Control Systems at the Bedwell Bayfront Park Landfill in accordance with all regulatory requirements.				
Agreement Amount: \$1,046,000.00	Begin Date: 7/1/2017	End Date: 6/30/2022		
Approved Budget: \$210,000	Budgeted YR: 2017-18	Available Budget: \$210,000		
Account/Funding: 754 20502 5505 - \$160,000 754 20502 5871 - \$ 50,000				
Required Approval: <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Council				
<input checked="" type="checkbox"/> Language Modifications <input checked="" type="checkbox"/> Approved by City Attorney				
Summary of Modifications: Added underlined sentence to Section 10. Hold Harmless.				
Attachments: <table style="width:100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Two (2) Copies of Agreement  <input checked="" type="checkbox"/> Staff Report CC mtg 3-14-17  <input type="checkbox"/> Prior Agreement/Amendments(s) for reference  <input checked="" type="checkbox"/> PO/Check Req                             </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Receive an electronic copy of the executed Agreement  <input type="checkbox"/> Request to forward PO/Check Req to Finance  <input type="checkbox"/> Other/Comment _____                             </td> </tr> </table>			<input checked="" type="checkbox"/> Two (2) Copies of Agreement <input checked="" type="checkbox"/> Staff Report CC mtg 3-14-17 <input type="checkbox"/> Prior Agreement/Amendments(s) for reference <input checked="" type="checkbox"/> PO/Check Req	<input type="checkbox"/> Receive an electronic copy of the executed Agreement <input type="checkbox"/> Request to forward PO/Check Req to Finance <input type="checkbox"/> Other/Comment _____
<input checked="" type="checkbox"/> Two (2) Copies of Agreement <input checked="" type="checkbox"/> Staff Report CC mtg 3-14-17 <input type="checkbox"/> Prior Agreement/Amendments(s) for reference <input checked="" type="checkbox"/> PO/Check Req	<input type="checkbox"/> Receive an electronic copy of the executed Agreement <input type="checkbox"/> Request to forward PO/Check Req to Finance <input type="checkbox"/> Other/Comment _____			

Approval:

Angela Qui  
Supervisor

Justin Murphy  
Department Head

[Signature]  
Budget/Finance

[Signature]  
City Attorney



## STAFF REPORT

### City Council

Meeting Date:

4/18/2017

Staff Report Number:

17-082-CC

### Consent Calendar:

**Authorize the City Manager to enter into an agreement with CB&I Environmental & Infrastructure, Inc. (CB&I) for the Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems (gas system) for a period of five years in the amount of \$796,000 with an additional not to exceed \$250,000 for as-needed maintenance repairs**

### Recommendation

Staff recommends that the City Council authorize the City Manager to enter into an agreement with CB&I for the Operation and Maintenance of the Bedwell Bayfront Park leachate and gas collection systems for a period of five years in the amount of \$159,200 annually (total of \$796,000) with an additional not to exceed \$50,000 annually (total of \$250,000) for as-needed maintenance repairs. The contract amount will be included in the budget for fiscal year (FY) 2017-18.

### Policy Issues

The contract is consistent with Goal LU (Land Use) of the General Plan Land Use Element which is intended to “promote the implementation and maintenance of sustainable development, facilities and services to meet the needs of Menlo Park’s residents, businesses, workers, and visitors.”

### Background

The Bedwell Bayfront Park Landfill is a Class III non-hazardous solid waste management facility located at the east end of the City on San Francisco Bay at Bayfront Expressway and Marsh Road. The site is surrounded on three sides by the Don Edwards San Francisco Bay National Wildlife Refuge. Originally referred to as the Marsh Road Landfill, San Mateo County first established solid waste operations at the site in 1957. In 1968, the City of Menlo Park (City) took over the responsibility of the landfill until its closure in 1984. In 1982, the City began the development of Bedwell Bayfront Park on the 160 acre site, of which the landfill covers 155 acres.

To comply with Bay Area Air Quality Management District (BAAQMD) regulatory requirements and as part of the landfill closure plan, the City covered the refuse with clay. A landfill gas wellfield was installed in two phases, with the first phase built in 1984 and the second phase in 1987. Currently, the wellfield consists of 72 gas extraction wells and a network of gas collection pipes embedded just beneath the surface of the landfill cap. During that time, the City awarded a Gas Lease to Fortistar, a contract operator, to build, maintain and operate a gas to energy plant. Internal combustion engines were used to generate electricity from the landfill. The electricity was sold to Pacific Gas and Electric (PG&E). The gas to energy plant was decommissioned in 2013 when the contract with PG&E expired and due to equipment wear and a decrease in landfill gas production. The landfill gas is directed to a flare for combustion near the far end of the park. A

new flare was built in 2013 and the landfill gas is combusted in compliance with the BAAQMD permit. The gas system has continued to be operated by Fortistar, with their contract set to expire at the end of this fiscal year.

The leachate system consists of twelve extraction sumps located along the perimeter of the landfill and a monitoring network. In 1986 and 1987, seven leachate sumps were first installed, followed by the installation of five additional extraction sumps in 1998-99. In 1991, automated submersible pumps were installed in the older sumps, which originally consisted of gravel filled trenches with horizontal perforated piping at the base. The sumps installed in 1998-99 consist of gravel filled trenches with perforated piping at the base that slope toward risers equipped with automated submersible pumps and level control. Once the leachate is captured, it is discharged to the sanitary system, operated by the West Bay Sanitary District (WBSD), for conveyance to the wastewater treatment plant for treatment, which is operated by Silicon Valley Clean Water (SVCW) (formerly the South Bayside System Authority).

The leachate system is operated and monitored per the requirements of the Regional Water Quality Control Board (RWQCB). The City has the responsibility to monitor, collect samples and dispose of the leachate generated from the landfill. The monitoring system consists of seven groundwater monitoring wells, two surface water monitoring locations, six leachate wells, five piezometers, the twelve leachate extraction sumps and one leachate monitoring location at a sanitary sewer manhole. The operation and maintenance of the system has been contracted to CB&I since 1991. Their contract is set to expire at the end of this fiscal year.

The Bedwell Bayfront Park Landfill typically generates about 127 million standard cubic feet of landfill gas a year. About 3.5 million gallons of leachate are extracted from the landfill and discharged to the sanitary sewer annually.

### ***Regulatory Requirements***

The Bedwell Bayfront Park Landfill is operated and maintained according to the requirements placed by the following permits:

#### **Leachate**

- **Waste Discharge Requirements Order 97-073 (WDR):** The water quality monitoring and reporting requirements for the Bedwell Bayfront Park landfill leachate system are stipulated in Waste Discharge Requirements Order 97-073 (WDR), issued by RWQCB in 1997 with no expiration date.
- **Mandatory Wastewater Discharge Permit No. WB 120930 (MWDP):** Monitoring is required under the MWDP, a joint permit issued by the WBSD and SVCW for the conveyance of the leachate to the sanitary system operated by WBSD and for treatment at the wastewater treatment facility operated by SVCW in Redwood City. The current 5-year permit expires on September 29, 2017.

#### **Gas**

- **BAAQMD:** The monitoring and reporting requirements for the gas system at the landfill are contained in the annual permit issued by the Bay Area Air Quality Management District (BAAQMD) to regulate emission of landfill gas to the atmosphere (Permit to Operate Landfill with gas collection system, Multi-material Bayfront Park Landfill with Gas Collection System Abated by A3 Flare; Plant No. 3499; Expiration date: July 1, 2017). The permit requires regular monitoring of the gas collection system and flare station as well as annual reporting. The permit requires compliance with BAAQMD Regulations 8-34, 2-1, 2-5, 9-1, AB32 and others.

### **Other Landfill Permits**

- **San Francisco Bay Conservation and Development Commission (BCDC):** Originally issued on December 24, 1970, the BCDC Permit No. 18-70 allowed for the development of the landfill by filling unfilled areas of the Bay and by allowing for the conversion of the closed landfill to a park. This permit was amended on September 19, 2008, to allow wetland mitigation funds to be used for habitat restoration instead of land acquisition. There are no monitoring or reporting requirements associated with this permit.
- **San Mateo County Environmental Health, Solid Waste Program:** San Mateo County inspects the landfill on a quarterly basis.

### **Analysis**

In February of this year, staff issued a request for proposals (RFP) for the necessary services to operate and maintain the leachate and gas systems at the Bedwell Bayfront Park Landfill in accordance with all regulatory requirements. The scope of work included in the RFP was as follows:

#### ***Task 1 – Routine Monitoring and Operating Services***

The Contractor shall be responsible for operating and conducting routine monitoring of the leachate and gas systems. In addition to the monitoring requirements, the Contractor shall be responsible for adjustments to the leachate and gas systems in case of system failure and needed repair work. The Contractor shall have the availability to arrive at the site and respond to equipment malfunctions and emergencies within 8 hours of the call-out service request.

#### ***Task 2 – Sampling and Analysis***

The Contractor shall be responsible for the development of sampling protocols and complying with the analytical requirements as stipulated in all of the permits for the landfill. Analysis of constituents shall be conducted by certified laboratories. At a minimum, the Contractor shall be responsible for complying with the following permits and requirements.

#### ***Task 3 – Monitoring and Analysis Reports and Project Management***

The Contractor shall be responsible for the preparation of all monthly, semiannual and annual reports as required by the City and the regulatory requirements outlined in the permits and for submitting these to the permit agencies on behalf of the City. All reports shall include a description of the site and landfill systems, evaluation criteria, explanation of any calculations, certified analytical results, monitoring and inspection summaries, field and laboratory records, maps and figures and any recommendations. All reports shall be submitted to the City for review prior their submittal to the permitting agencies.

#### ***Task 4 - Maintenance and Repair Work***

The Contractor shall provide all the necessary labor, equipment and materials to perform maintenance and repair work on the leachate and gas systems on an on-call and as-needed basis. The work may be based on maintenance and repairs needs identified during routine inspections, system failures, and any other work requested by City staff.

#### ***Task 5 – Project Management***

The Contractor shall provide project management support, as required, inclusive of the following:

- Coordination and meetings with City staff and permit agencies;
- Site visits with City staff;
- Assistance with and review of permit expiration dates, application renewal processes, monitoring and maintenance regulations; and

- Development of recommendations and cost estimates for improving the performance of the landfill systems.

The City received five proposals on March 8, 2017. These included CB&I, Geosyntec Consultants, SCS Engineers, Blue Flame Crew and Tetra Tech Inc. Staff reviewed the proposals and is recommending that CB&I is awarded the contract for the following reasons:

- CB&I provided the lowest bid; and
- The team has extensive experience operating and managing landfills, including both leachate and gas systems.

### **IMPACT ON CITY RESOURCES**

The total annual cost for the operation and maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems is \$159,200 with an additional not to exceed \$50,000 for as-needed maintenance repairs. The total five year contract amounts to \$1,046,000. On an annual basis, this is an increase of \$27,085 a year (difference between \$159,200 and the current contract of \$132,115). However, the new scope of work includes regulatory requirements, which were not included in the past contract and which have been done by staff. To ensure that the leachate and gas systems are operated according to the most up to date regulatory requirements, the reporting requirements have been included as part of the scope of work for this contract. Landfill funds will be used to pay for the contract, which currently has a balance of over \$4M. The contract amount will be included in the budget for FY 2017-18 and would begin on July 1, 2017.

### **ENVIRONMENTAL REVIEW**

Environmental review is not required for this item.

### **Public Notice**

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

### **Attachments**

A. None

Report prepared by:

Azalea Mitch, Engineering Services Manager / City Engineer

Reviewed by:

Justin Murphy, Public Works Director

# AGREEMENT AMENDMENT

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

ATTACHMENT C



Amendment #: 2117.1

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC

THIS FIRST AMENDMENT is made and entered into this 8/19/2022, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC, hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 4. COMPENSATION AND PAYMENT of Agreement No. 2117, ("Agreement"), Section 4. COMPENSATION AND PAYMENT [amendment to section] to read as follows"

"CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$1,321,100 as described in Exhibit "A", A-1, and A-2 Scope of Services. This compensation shall be based on the rates described in Exhibit "A, A-1, And A-2". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable."

2. Pursuant to Section 9. NOTICES of Agreement No. 2117, ("Agreement"), Section 9. NOTICES [amendment to section] to read as follows"

Nicole H. Nagaya  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
PWSupportstaff@menlopark.org

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

Christopher M. Richgels  
APTIM ENVIRONMENTAL AND INFRASTRUCTURE, LLC.  
4005 Port  
Chicago HWY, Concord, CA 94520  
916-218-8375  
christopher.richgels@aptim.com

3. Pursuant to Section 24. TERM OF AGREEMENT of Agreement No. 2117, ("Agreement"), Section 24. TERM OF AGREEMENT [amendment to section] to read as follows"

"This Agreement shall remain in effect for the period of July 1, 2017 through June 30, 2023 unless extended, amended, or terminated in writing by CITY."

Except as modified by this Amendment, all other terms and conditions of Agreement No. number remain the same.

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

**FOR FIRST PARTY:**

DocuSigned by:  
*Devin Moose*  
D2C30914EAA1483...  
Signature

8/11/2022  
Date

Devin Moose  
Printed name

Director  
Title

77-0589932  
Tax ID#

**APPROVED AS TO FORM:**

DocuSigned by:  
*Nira F. Doherty*  
44FFE23C8E6B458...  
Nira F. Doherty, City Attorney

8/15/2022  
Date

**FOR CITY OF MENLO PARK:**

DocuSigned by:  
*Justin Murphy*  
8379C4D5DD3E486...  
Justin I. C. Murphy, City Manager

8/19/2022  
Date

**ATTEST:**

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

8/19/2022  
Date

**APTIM**

4005 PORT  
CHICAGO HWY  
CONCORD, CA  
94520

**APTIM.com**

MAY 19, 2022

ATTENTION: Mike Sartor

SUBJECT: Proposed Contract 2117 Extension

Mr. Sartor:

Aptim Environmental & Infrastructure, LLC. (APTIM) appreciates this opportunity to extend our services to the City of Menlo Park Department of Public Works (City) for operation, maintenance (O&M), and reporting of the Bedwell Bayfront Park Landfill (Landfill) leachate and gas collection and control systems, and groundwater monitoring and reporting services. We have the utmost confidence in our ability to continue to meet your goals and objectives based upon the experience of our local senior staff that has been conducting the scope of work for the past few years.

In addition, APTIM is prepared to provide O&M support to the pending GCCS reconstruction scheduled for the summer of 2022. Our project manager, Christopher M. Richgels, P.E., has known and worked with the Golder GCCS design team (Steve Nguyen and Andy Wang) for just a few decades now. APTIM will work closely with the Golder team and contractor to maintain flare operations while the system undergoes reconstruction.

APTIM is highly qualified to provide these services based on our over 30 years' experience in environmental landfill consulting, O&M of landfill leachate collection and recovery systems (LCRS) and gas collection and control systems (GCCS), WDR compliance, and landfill regulations for the Landfill.

As Senior Director of Operations for APTIM, Mr. Devin Moose is authorized to sign contracts binding the firm on its behalf.

Our attached scope description further elaborates on our Team's experience and our approach to continuing this project through June 2023. We look forward to continuing our services to the City. If you have any questions, please contact me at (630) 762-3308 or Chris Richgels at (916) 218-8375.

APTIM proposes to continue these services under Contract 2117 dated 5 April 2017

Sincerely,

Aptim Environmental and Infrastructure

**Devin A. Moose**  
**CSW OPERATIONS DIRECTOR**

**C** (630) 762-3308  
**E** devin.moose@aptim.com

**Christopher M. Richgels, P.E.**  
**PROJECT MANAGER**

**C** (916) 218-8375  
**E** christopher.richgels@aptim.com

## Your Project Team

APTIM has assigned the following people to this project through 2023:

**Christopher Richgels, PE**, will serve as your Project Manager for the project. Mr. Richgels started his professional career in 1989 with Emcon Associates in San Jose, California and has managed private consultant design projects from conception through construction. He has over 33 years' experience in all aspects of solid waste facility management including GCCS development and expansion, groundwater remediation and monitoring.

**Andrew Kowalski, Air Quality Permitting** will serve as your Task Manager specializing in air quality permitting and compliance. Over the past year, Mr. Kowalski has assisted with preparation of the monthly and annual regulatory reports for the Landfill. In addition, Mr. Kowalski has experience managing data and compliance for landfills throughout the U.S., and actively manages data for more than 10 landfills. Mr. Kowalski has also supported clients with notice of violation response and follow-up compliance, onsite facility combustion source inventory/inspection, preparing environmental plans and reports, continuous emission monitoring (CEMS) quarterly data reconciliation reports, and EPA Method 9 visible emissions observations.

**Scott Furlong, Regulatory Liaison and Air Quality Specialist** serves as a Project Manager/Environmental Lead in the Solid Waste group. He is currently involved in project management and regulatory support for landfill gas projects and landfill NSPS/NESHAP compliance in PA, CA, and LA. He will provide review and technical oversight of all GCCS reporting prepared for the project.

**Cassandra Tremblay, PG**, your Project Geologist will continue her responsibilities ensuring the groundwater monitoring and reporting work is conducted in accordance with the latest Waste Discharge Requirements and will lead the preparation of groundwater monitoring reports for the Landfill. She will prepare the October semi-annual ground water and monthly leachate monitoring reports.

**Dan Easter, PG, CEG** will continue his responsibilities providing review and technical oversight of the leachate and groundwater monitoring reports. He is a Professional Geologist and Certified Engineering Geologist (California) with over 33 years of experience in project management, remedial investigations and removal actions, land-use planning, engineering geology, hydrogeology, riparian and coastal processes, geologic hazard assessments, and groundwater investigations. He has been responsible for design, implementation, and management of numerous site characterization, environmental monitoring, and remediation programs

**Scott Bittinger, PG**, your non-routine services geologist will prepare additional information requests for special analyses requested by the City or by the Regional Board. He is a Professional Geologist (California) with over 22 years in groundwater well design and installation, and of soil/soil vapor and groundwater cleanup projects. He will also provide backup for field support for landfill projects, including drilling and development oversight of new monitoring wells or other evaluation and investigation programs.

**Sheila Richgels – Laboratory Coordination and Analysis Lead**. She will continue coordination of environmental field sampling at the landfill. She brings over 30 years of experience in coordination environmental monitoring programs for dozens of landfills in northern



California. Her responsibilities include scheduling of all fieldwork, coordinating with the analytical laboratory, and reviewing all field paperwork for completeness and accuracy. Ms. Richgels is in charge of APTIM's field sampling staff for Northern and Central California.

**Paul Weinhardt – Groundwater Monitoring Lead** will continue to perform sampling/monitoring activities at the Landfill. Mr. Weinhardt has been providing superior field services for geologists and engineers for more than 25 years. His experience includes groundwater monitoring, operations and maintenance of groundwater and soil vapor extraction systems, soil sampling, lysimeter monitoring, leachate monitoring, and well development.

**Pedro Ruiz - GCCS O&M, Monitoring and Leachate System Support Lead** will provide groundwater monitoring support on this project. He is a Field Technician with 25 years of experience in the environmental field. His primary responsibilities include field operation and maintenance (O&M) of groundwater treatment systems. He is an experienced field technician with skills operating environmental sampling and monitoring instruments for air, soil, and water.

**Michel Hills, Field Services Technician** is a field technician with over 10 years of experience in the environmental field. His experience includes landfill GCCS O&M, environmental monitoring, sampling, O&M of groundwater treatment systems, installation of innovative remedial systems modifications of remedial systems, tank removals, and air, soil, groundwater, surface water sampling. Mr. Hills currently works closely with Mr. Richgels and Ruiz to perform field monitoring, sampling activities, routine O&M services, and on-call maintenance, repairs as needed at the Landfill.

## Subcontractors

APTIM will continue our working relationship with :

### **Pace Analytical Laboratories, Inc. (Formerly BC Laboratories)**

Pace Analytical Laboratories, Inc. (Pace) will continue to provide groundwater, surface water, and leachate analytical services to APTIM as the most reasonably priced and best qualified provider of such services for this project based on their current working long term relationship with APTIM. The selection of an analytical laboratory is an important consideration. High quality analytical data is necessary for compliance with the WDRs.

### **Blue Flame Environmental, Inc.**

Blue Flame Environmental, Inc. (Blue Flame) will continue to provide APTIM flare inspection, operations and maintenance services through 2023. Blue Flame utilizes United States Environmental Protection Agency (EPA), CARB and BAAQMD approved test methods, with the goal of reporting accurate and defensible data that surpasses the expectations and requirements of our clients and applicable regulatory agencies. Blue Flame offers testing services that are extremely competitive by keeping overhead low, while heavily investing in new equipment.

### **Telstar Instruments, Inc.**

Telstar Instruments, Inc. (Telstar) will provide APTIM annual flow meter calibration verification services at the enclosed flare station this fall. Telstar has been providing this service for the last 9 years. Telstar Instruments is a state certified instrumentation and controls integrator specializing in PLC\_SCADA systems, measurement instrumentation, and automated process

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controls. Telstar provides complete onsite maintenance and calibration services, for all brands of PLC's, VFD's, process control instrumentation, radio telemetry, and SCADA systems.

### **Field Solutions Inc.**

Field Solutions Inc. (FSI) will provide APTIM with surface emissions monitoring (SEM) on the landfill this fall as required by PTO A3499 FSI has been providing this service since 2019.

## **Scope of Work**

APTIM provides below a detailed description of the scope of services to be extended and construction support.

### **Continuing O&M Services**

Continued O&M services must comply with all regulatory and updated permit requirements shown below:

#### **Leachate, Groundwater. and Surface Water:**

- ▶ Waste Discharge Requirements Order 97-073 (WDR)
- ▶ Mandatory Wastewater Discharge Permit No. 170930 (MWDP)

#### **GCCS:**

- ▶ BAAQMD Permit to Operate No. A3499

#### **Other Landfill Permits:**

- ▶ San Francisco Bay Conservation and Development Commission (BCDC).
- ▶ San Mateo County Environmental Health, Solid Waste Program

### **Continuing Services Tasks**

APTIM will provide extended services under six tasks as outlined below. Tasks 1 thru 4 and Task 6 will be billed as a lump sum monthly cost as is current practice. Task 5 will be billed separately on a time and expense basis under the contracted hourly and equipment rates.:

- ▶ Task 1 – Leachate & GCCS Routine Monitoring, Operating, and Maintenance Services
- ▶ Task 2 – Quarterly Groundwater Sampling and Analysis
- ▶ Task 3 – Groundwater Analysis Reports
- ▶ Task 4 – GCCS Reporting
- ▶ Task 5 – On-Call Maintenance and Repair Work
- ▶ Task 6 – Project Management



## **Task 1 Leachate & GCCS Routine Monitoring, Operating, and Maintenance Services**

During this extended contract period APTIM will be responsible for operating and conducting routine monitoring of the leachate system and GCCS as detailed below under Subtasks 1 a and 1 b.

### ***Subtask 1a - Leachate***

Under Subtask 1a, APTIM will perform the following tasks on a monthly basis:

- ▶ Monitor and record:
  - › Flow at all leachate flow meters,
  - › Pump run-times,
  - › Piezometer levels,
  - › Sump levels, and
  - › Other pertinent parameters and activities.
- ▶ Monitor and adjust the leachate system in accordance with the flow requirements set in Permit MWDP No. 170930 based on field measurements.
  - › Observe and record maintenance and repair needs.
  - › Perform routine maintenance on the leachate system to ensure that it is operating efficiently.
  - › Observe and record major (non-routine) repair needs.
  - › Perform other necessary tasks as required to ensure regulatory compliance; and
  - › Provide all the monitoring and operating data for the monthly reports as described under Task 3.

### ***Subtask 1b - GCCS***

Under Subtask 1b, APTIM and Blue Flame will perform the following tasks:

- ▶ A minimum of monthly, monitor and adjust the GCCS components to ensure that the system is operated efficiently and in accordance with all permit requirements. This will meet permit and BAAQMD requirements.
- ▶ A minimum of monthly, adjust GCCS valves to ensure adequate gas flow, to reduce the migration of surface gases, and to minimize odors as needed. This will meet permit and BAAQMD requirements.
- ▶ A minimum of monthly, monitor gas wells, condensate traps, laterals headers, blowers, flare and other GCCS components. This will meet permit and BAAQMD requirements.
- ▶ Typically, on a weekly basis, APTIM and Blue Flame will monitor and record the flare operating parameters (temperature and pressure), gas quality (% methane, carbon dioxide, oxygen, balance), gas flow and temperature: blower operating parameters (temperature, pressure, valve positions, run time hours), condensate system conditions and will confirm that the flare operating parameters are being recorded on the continuous data recorder (Yokogawa). This will meet permit and BAAQMD requirements.
- ▶ Weekly conduct a general inspection of the flare station operations including:
  - › Alarm history.



- › Current operating conditions.
- › Condensate management system functioning properly.
- › Air compressor system functioning properly.
- › Data recorder functioning properly.
- › Sump pumps functioning properly.
- › Check well field vacuum.
- › Verify the City's SCADA system is receiving data.
- › Check flow and vacuum historical data since previous week to determine if any variations or shutdowns occurred; and
- › Other general operational parameters.
- ▶ A minimum of monthly, download and review the data from the continuous data recorded (Yokogawa) to ensure flare data is being recorded properly and operations are within the requirements of the permit and BAAQMD Rules and Regulations.
- ▶ Measure and record on a monthly basis the static pressures, temperature, and percent content (methane, carbon dioxide, oxygen, balance) of the landfill gas at each of the wellheads as well as the liquid levels in the wellheads.
- ▶ Calibrate on a monthly basis the analytical equipment.
- ▶ Record / document all GCCS activities.
- ▶ Inspect and maintain the flare in accordance with the manufacturer's requirements.
- ▶ Perform routine maintenance on the GCCS to ensure that it is operating efficiently.
- ▶ Observe and record major (non-routine) repair needs.
- ▶ Ensure that the analytical equipment used is calibrated and certified.
- ▶ Any other necessary tasks as required / as needed to ensure regulatory compliance; and
- ▶ Provide all the monitoring and operating data for the monthly reports as described under Task 4.

APTIM will perform all GCCS sampling and analysis requirements pursuant to the BAAQMD through 2022. Specifically, APTIM will conduct surface emissions monitoring in September measuring the methane gas concentrations in parts per million off the surface of the Landfill within numbered grids. Exceedances will be flagged in the field and marked on the grid map. Then, prior to leaving the site, APTIM will notify the City of any exceedances such that the City may visit to investigate and schedule repairs. Since the site has historically not had emission issues, 10 and 30-day re-scans are not included in APTIM's cost proposal.

The flare gas flowmeter is calibrated on an annual basis. APTIM will provide this service in the fall per the historical schedule.

Flare source testing was recently conducted in January 2022. The source test is due every four (4) year in accordance with the BAAQMD Permit, thus will not be required again until January 2026. Flare source testing is not included in this scope of work.

In addition to the above monitoring activities, APTIM will perform adjustments to the leachate system and GCCS in case of system failure and needed repair work. APTIM will have the availability to arrive at the site and respond to equipment malfunctions and emergencies within 8 hours of the call-out service request.



## Task 2 – Groundwater/Leachate Sampling and Analysis

APTIM will be responsible for the development of sampling protocols and complying with all sampling and analytical requirements required by the applicable Landfill permits. Analysis of constituents will be conducted by a certified laboratory (Pace Analytical Laboratories – formerly Pace).

APTIM will be responsible for complying with the water quality monitoring and reporting requirements required by WDR Order 97-073. These requirements include, but are not limited to:

### WDR Order 97-073:

- ▶ Quarterly sampling and analysis of the leachate.
- ▶ Semi-annual sampling and analysis of the groundwater.
- ▶ Semi-annual sampling and analysis of the surface water.
- ▶ Semi-annual site inspections.
- ▶ Preparation and submittal of all monitoring reports to the applicable regulatory agencies on behalf of the City (as described under Task 3).

Further, APTIM will be responsible for complying with the leachate water quality monitoring and reporting requirements required by MWDP No. WB 120930. These requirements include, but are not limited to:

### MWDP No. 170930:

- ▶ Quarterly sampling and analysis for specific constituents required by MWDP No. 170930; and
- ▶ Monthly flow measurements and reporting.

## Task 3 – Groundwater/Leachate Monitoring Reports

Under Task 3 services, APTIM will prepare all monthly, semiannual, and annual monitoring reports as required by the City and in accordance with the regulatory requirements of the Landfill permits. APTIM will submit these reports to the applicable permit agencies on behalf of the City. All reports will include a description of the site and landfill systems, evaluation criteria, explanation of any calculations, certified analytical results, monitoring and inspection summaries, field and laboratory records, maps and figures, and any recommendations. All reports will be submitted in draft form to the City for review and comment, and subsequently finalized with any City comments prior to their submittal to the permitting agencies.

APTIM will be responsible for the preparation and submittal of all monitoring and analysis reports complying with the water quality reporting requirements contained in WDR Order 97-073 and MWDP No. WB 120930. Specifically, APTIM will provide the following:

### WDR Order 97-073:

- ▶ Preparation and submittal of semi-annual reports due in April and October of each year. The October 2022 and April 2023 reports will be prepared under this scope.

### MWDP No. 170930:

- ▶ Preparation and submittal of monthly leachate reports.

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### **Task 4 – GCCS Reporting**

APTIM will continue preparation and submittal to the City of all monitoring and analysis reports complying with the GCCS reporting requirements of BAAQMD. Specifically, APTIM will be responsible for performing the following:

- ▶ Preparation and submittal of monthly reports that include a summary of the GCCS monitoring data and maintenance activities; and
- ▶ Maintaining accurate records and access to the records / monitoring data for a period of 5 years. Data storage should be duplicated by the City and conducted at the City offices.
- ▶ Preparation of annual compliance reporting in early 2023

### **Task 5 - On-Call Maintenance and Repair Work**

APTIM will provide all the necessary labor, equipment, and materials to perform maintenance and repair work on the leachate system and GCCS on an on-call and as-needed basis. The work may be based on maintenance and repairs needs identified during routine inspections, system failures, and any other work requested by City Staff.

Office level non-routine work scope may include:

- ▶ Preparation of renewal application package for the leachate Mandatory Wastewater Discharge Permit with Silicon Valley Clean Water in September 2022. The last permissible automatic extension to permit 170930 occurred last year.
- ▶ Develop recommendations and cost estimates for improving the performance of the landfill environmental control systems.

APTIM will provide an estimated cost of the on-call work and will seek authorization from the City prior to proceeding.

### **Task 6 - Project Management**

Under Task 6, APTIM will provide project management of the above tasks as required, and will include the following:

- ▶ Coordinate and conduct meetings with City staff and permit agencies.
- ▶ Conduct site visits with City staff.
- ▶ Assist with and review permit expiration dates, application renewal processes, monitoring, and maintenance regulations

## **GCCS Improvements**

The City will be contracting for improvements to the GCCS wellfield and leachate control system this summer. APTIM will provide the services below on an on call, time-and-expense basis.

### **Task 7 – Wellfield Reconstruction Support**

The City will be reconstructing the GCCS wellfield this summer. To maintain compliant GCCS operation will require extensive coordination between APTIM, the wellfield engineer (Golder Associates), the wellfield contractor, and the City (for flare shutdown notification).

APTIM will provide GCCS monitoring and new wellfield branch balancing as those installations are brought online by the contractor. APTIM's project manager will participate in construction

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status meetings to coordinate and schedule new wellfield branch start up procedures with monitoring and extraction well balancing.

APTIM will maintain communications with the City's SCADA management team to facilitate flare restart after shutdowns due to landfill gas flow impacts from site construction work. Typically, the flare has an auto-start system that will restart the flare in the event of a power failure. However, the flare may require some onsite management for restarts during gas flow failures. In the event of flare shutdowns due to construction, APTIM will prepare the necessary "breakdown" reports for submittal to the BAAQMD. APTIM will keep the BAAQMD advised as to reconstruction project status and wellfield replacement schedule.

## Cost Estimate

APTIM's cost estimate for services extending beyond the expiration date of June 30, 2022 is presented below. Costs are presented in three levels: routine, non-routine on-call service, and construction support. This work would be conducted under the current contract as extended by the City.

Please note the twelve-month budget includes:

- ▶ 1 ea Surface emissions monitoring (September 2022).
- ▶ 1 ea Annual flow meter calibration check (Fall 2022)
- ▶ 2 ea Semi-annual groundwater sampling, laboratory analysis, and reporting event
- ▶ 2 ea Surface water sampling laboratory analysis and reporting event
- ▶ 4 ea Quarterly leachate sampling, laboratory analysis and reporting events
- ▶ 12 ea Monthly flare operations inspection and maintenance
- ▶ GCCS Weekly, monthly, quarterly monitoring, annual maintenance, and reporting tasks.

Also note cost for some of the above events are distributed over a twelve-month extended term. These distributed costs include preparation of the annual GCCS permit compliance and both semi-annual groundwater monitoring reports (October 2022, and April 2023).

APTIM's proposed routine service fee on a twelve-month basis from July 1, 2022 to June 30, 2023 is \$200,100. On a monthly bill cycle as currently done, this equates to \$16,675 billed monthly.

For the Task 5 non-routine services APTIM recommends budgeting \$50,000 over the twelve-month period from July 1, 2022 to June 30, 2023. APTIM assumes Task 7 construction support services will be required from July 1, 2022 to December 31, 2022. We recommend budgeting \$25,000 over this six-month period. These tasks would be billed for labor and expenses per the contacted labor hourly rate and equipment rate schedule. Subcontractor and other direct cost would be billed per expense plus a 7.5% markup per the current contract terms.

# MAINTENANCE AGREEMENT

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



Contract #: 2117

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.

THIS AGREEMENT made and entered into at Menlo Park, California, this 5<sup>th</sup> day of April, 2017, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY", and **CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**, hereinafter referred to as "FIRST PARTY."

### WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: **Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems**

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

### 1. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

### 2. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this agreement will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

### 3. PROSECUTION OF WORK

FIRST PARTY will employ a sufficient staff to prosecute the work diligently and continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).

**4. COMPENSATION AND PAYMENT**

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$1,046,000 as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the project title, Agreement Number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

**5. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

#### 7. INDEPENDENT WORK CONTROL

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

#### 8. CONSULTANT QUALIFICATIONS

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

#### 9. NOTICES

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

**Justin I. C. Murphy**  
**Public Works**  
**City of Menlo Park**  
**701 Laurel St.**  
**Menlo Park, CA 94025**  
**650-330-6740**  
[nmmelgar@menlopark.org](mailto:nmmelgar@menlopark.org)

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

**Steve Martin – Director of Solid Waste Operations**  
**CB&I ENVIRONMENTAL & INFRASTRUCTURE, INC.**  
**4171 Essen Lane**  
**Baton Rouge, LA 70809**  
**225-987-7133**  
[steve.martin@cbi.com](mailto:steve.martin@cbi.com)

With a copy to:

**Ed Everitt**  
**Associate General Counsel & Managing Attorney**  
**Facilities & Plant Services**  
**4171 Essen Lane**  
**Baton Rouge, LA 70809**  
**225-987-7133**  
**ed.everitt@cbi.com**

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

**10. HOLD HARMLESS**

The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants from all claims, suits or actions that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to property resulting from the performance of any work required by this Agreement by FIRST PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary agencies, their officers, agents, employees and servants against any responsibility to liability in contravention of Section 2782.8 of the California Civil Code. Notwithstanding anything to the contrary neither party shall be liable to the other for any indirect, special or consequential loss or damages resulting from or arising from this Agreement, including, without limitation business interruptions.

**11. INSURANCE**

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

**12. PAYMENT OF PERMITS/LICENSES**

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

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

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

**14. OWNERSHIP OF WORK PRODUCT**

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

**15. REPRESENTATION OF WORK**

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

**16. TERMINATION OF AGREEMENT**

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

**17. INSPECTION OF WORK**

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

**18. COMPLIANCE WITH LAWS**

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

**19. BREACH OF AGREEMENT**

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

**20. SEVERABILITY**

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

**21. CAPTIONS**

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

**22. LITIGATION OR ARBITRATION**

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

**23. RETENTION OF RECORDS**

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

**24. TERM OF AGREEMENT**

This Agreement shall remain in effect for the period of July 1, 2017 through June 30, 2022 unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

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

**26. STATEMENT OF ECONOMIC INTEREST**

Consultants, as defined by Section 18701 of the Regulations of the Fair Political Practices Commission, Title 2, Division 6 of the California Code of Regulations, are required to file a Statement of Economic Interests with 30 days of approval of a contract services agreement with the City of its subdivisions, on an annual basis thereafter during the term of the contract, and within 30 days of completion of the contract. Based upon review of the Consultant's Scope of Work and determination by the City Manager, it is determined that Consultant IS / IS NOT required to file a Statement of Economic Interest. A statement of Economic Interest shall be filed with the City Clerk's office no later than 30 days after the execution of the Agreement.

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

**FIRST PARTY:**

  
Signature

Stephen R. Martin  
Name

77-058-9932  
Tax ID#

04/10/2017  
Date

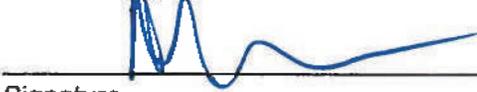
Vice President  
Title

**APPROVED AS TO FORM:**

  
William L. McClure, City Attorney

5/23/17  
Date

**CITY OF MENLO PARK:**

  
Signature

Alex D. McIntyre  
Name

6/8/17  
Date

City Manager  
Title

**ATTEST:**

  
Pamela Aguilar, City Clerk, City of Menlo Park

6.8.2017  
Date

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

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

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

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

**A2. COMPENSATION**

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

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

**A3. SCHEDULE OF WORK**

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

**A4. CHANGES IN WORK – EXTRA WORK**

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

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

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

**A5. BILLINGS**

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

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

EXHIBIT A-1

# Professional Consulting Services for the Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems

March 2017

Proposed to  
**The City of Menlo Park**  
**Department of Public Works**

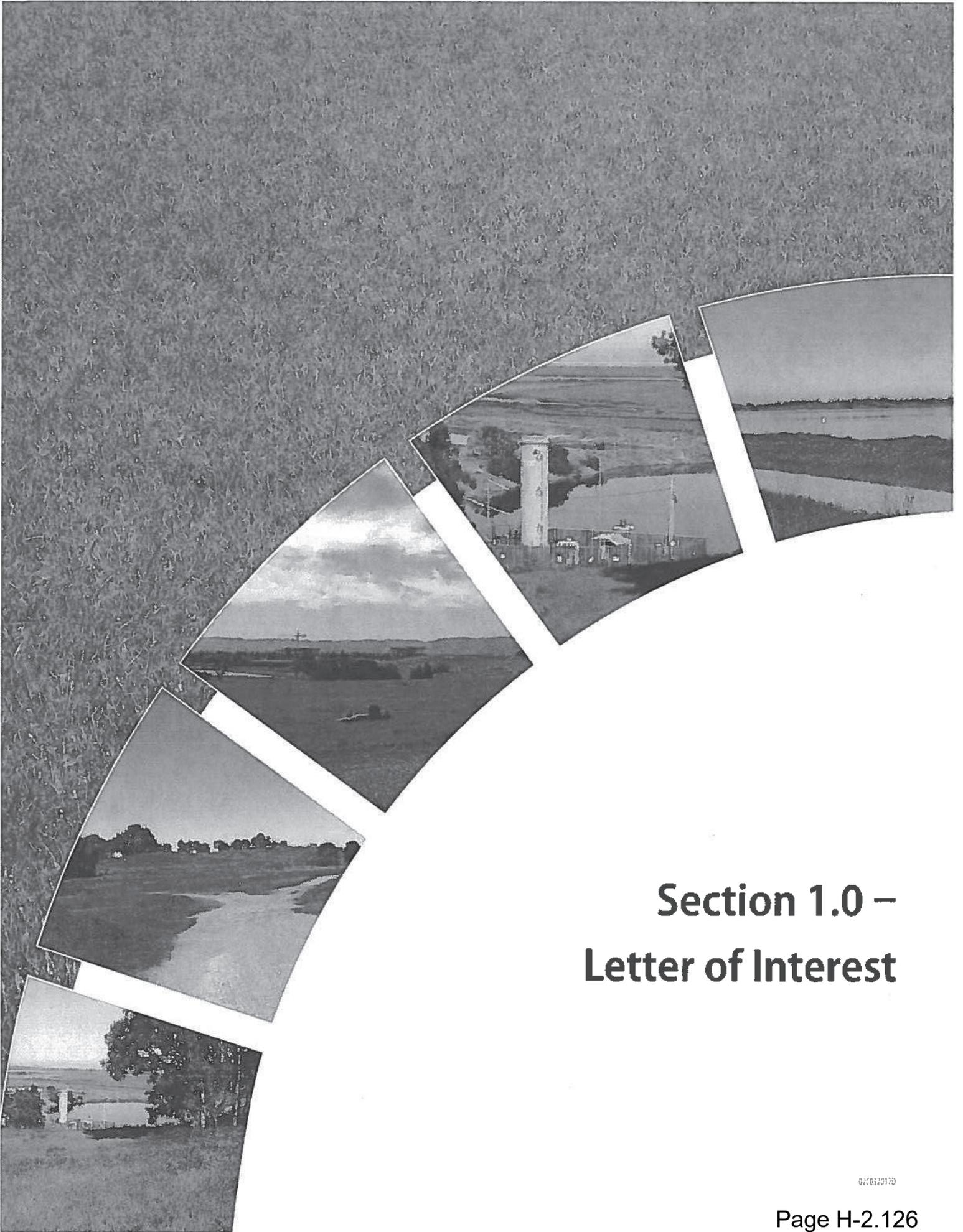
CB&I Environmental & Infrastructure, Inc.





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# Section 1.0 – Letter of Interest

02/06/2017



## 1.0 - Letter of Interest

March 8, 2017

Via Email

Ms. Azalea Mitch, PE - Senior Civil Engineer  
 Menlo Park Department of Public Works  
 701 Laurel Street  
 Menlo Park, CA 94025

**RE: Request for Proposal for Professional Consulting Services for  
 Operation and Maintenance of the Bedwell Bayfront Park Landfill  
 Leachate and Gas Collection and Control Systems**

Dear Ms. Mitch:

CB&I Environmental & Infrastructure, Inc. (CB&I) welcomes this opportunity to present our qualifications and experience to the City of Menlo Park Department of Public Works (City) for the operation and maintenance (O&M) of the Bedwell Bayfront Park Landfill (Landfill) leachate and gas collection and control systems. We have the utmost confidence in our ability to meet your goals and objectives based upon the experience of our local senior staff relevant to the potential project tasks listed in the RFP.

CB&I is highly qualified to provide these services based on the following:

- **Qualified Project Team** – Our highly qualified project team is experienced in environmental landfill consulting, O&M of landfill leachate collection and recovery systems (LCRS) and gas collection and control systems (GCCS), WDR compliance, and landfill regulations. Further, our project team and our national network of landfill professionals have extensive landfill engineering, design, compliance, and permitting experience who can address a broad and complex range of issues and challenges that clients, such as yourself, sometimes encounter.
- **Extensive Landfill LCRS and GCCS O&M Consulting Experience** - Our project team key members have more than 20 years collaborating together on numerous landfill sites across California — specifically, performing the very same services requested by the City. In fact, we have been providing the groundwater and leachate monitoring and maintenance services to the City for the Landfill for more than 25 years. In addition, CB&I designed, permitted, and installed the enclosed Landfill gas flare and performed an evaluation of the existing GCCS. Recently, CB&I was awarded a contract to assist the City with the Master Plan for the Landfill.

Other landfill sites where CB&I has performed similar services in California include:

- City of Sunnyvale Landfill;
- Upper Valley Landfill in Napa County;
- Avenal Regional Landfill
- American Canyon Landfill;
- Ostrom Road Landfill;
- Yuba Sutter Disposal Site;
- San Joaquin County Landfills (four distinct landfill sites);



- Monterey County Landfills (three distinct landfill sites)

In total, CB&I provides O&M services at **over 60 landfills** in the US.

- **Unparalleled Senior Staff** - CB&I's team is comprised of local experts in the fields of hydrogeology, groundwater/leachate monitoring, landfill gas control, landfill permitting, regulatory compliance, and maintaining landfill systems. Our proposed key personnel are as follows:
  - **Darrell Thompson - Project Director**: Mr. Thompson will serve as Project Director. Mr. Thompson has over 24 years of experience with emphasis on landfill gas control systems and air quality compliance. As Project Director, he will own ultimate responsibility to the City, and to CB&I for technical excellence, contract administration, quality assurance and quality control, and overall performance of the project team. He will provide regular communication and reviews throughout the execution of project services among key staff members to ensure that it meets both the requirements of the City and CB&I standards. Mr. Thompson has relevant experience with the Landfill, having designed the enclosed flare station and managed the evaluation of the GCCS.
  - **Dan Easter, PG, CEG - Project Manager**: Mr. Easter will serve as Project Manager for all project work. Mr. Easter is a Professional Geologist and Certified Engineering Geologist (California) with over 31 years of professional experience in project management, environmental monitoring / reporting, environmental remediation, engineering geology, hydrogeology, riparian and coastal processes, and comprehensive site groundwater investigations. In the role of Project Manager, Mr. Easter will be the day-to-day contact for the City, he will coordinate the performance of all project work with his team members, and he maintain the budget and schedule for all project work and deliverables.
  - **J.C. Isham, PG, CEG, CHG – Senior Technical Reviewer**: Mr. Isham will serve as Senior Technical reviewer. Mr. Isham, has over 43 years of hydrogeological experience in the region, served as a Water Quality Control Board Member, and has numerous accolades and certifications in the solid waste industry. His experience with local hydrogeology, groundwater quality issues, and the State of California's landfill requirements are unmatched in the region. Mr. Isham has relevant experience with the Landfill, having managed the groundwater and leachate monitoring and maintenance program for the last 25 years.
- **CB&I's Local Sacramento Office** - CB&I's team members are based out of CB&I's Sacramento, CA office, located two hours from the City's office, close to the landfill site. CB&I's proposed field technicians are local to the San Jose area.



As Senior Director of Operations for CB&I, Mr. Steve Martin is authorized to sign contracts binding the firm on its behalf. His contact information is as follows:

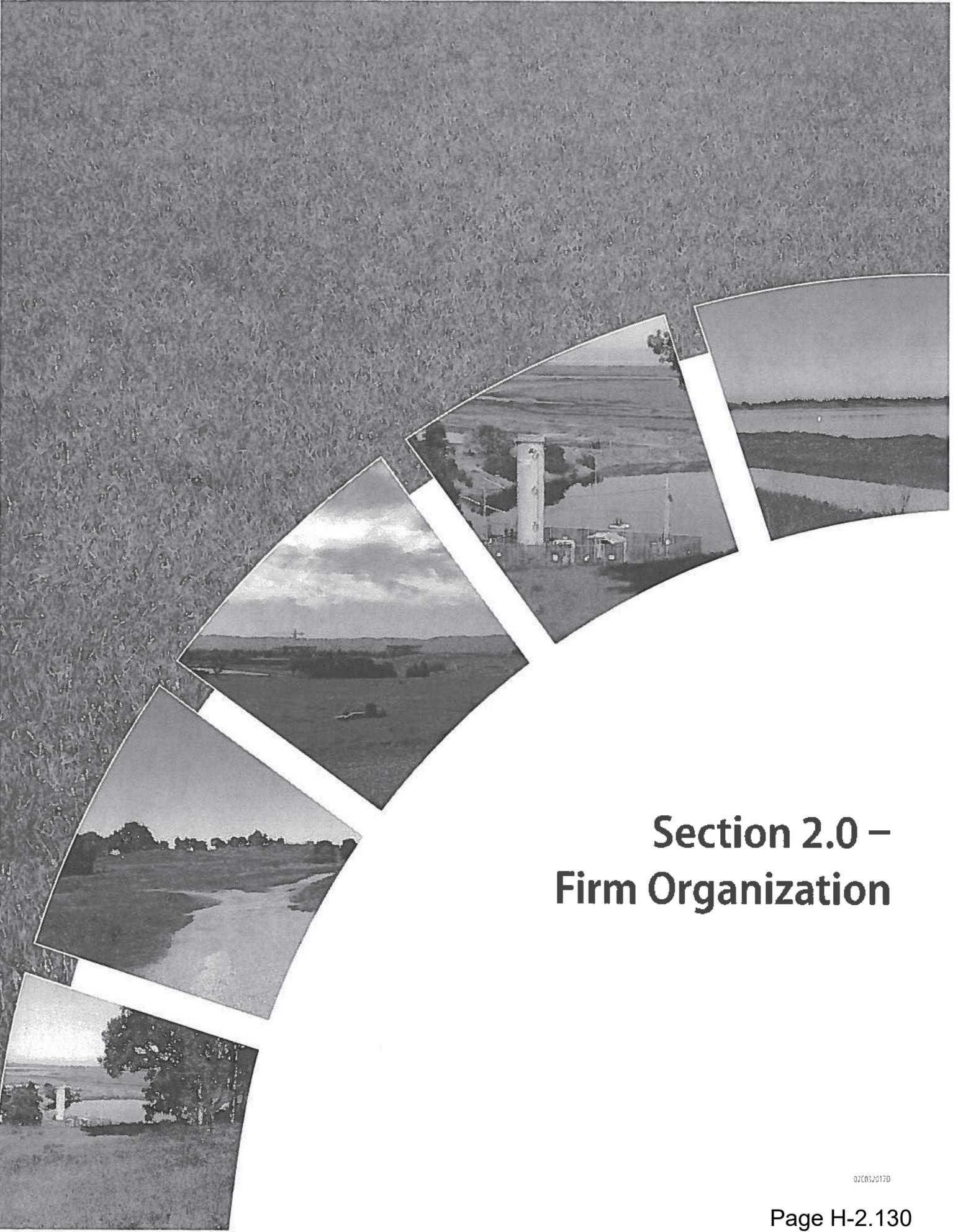
Steve Martin - Director of Solid Waste Operations  
CB&I Environmental & Infrastructure, Inc.  
4171 Essen Lane, Baton Rouge, LA 70809  
225.987.7133 (office) / 225.268.4607 (mobile)  
Email: [steve.martin@cbi.com](mailto:steve.martin@cbi.com)  
Company Website: [cbi.com](http://cbi.com)

Our attached qualifications package further elaborates on our Team's experience and our approach to this project. We look forward to expanding our services to the City. If you have any questions, please contact me at (225) 987-7133 or Darrell Thompson at (760) 977-8106.

Sincerely,  
CB&I Environmental & Infrastructure, Inc.

Steve Martin  
Senior Director of Operations

Darrell Thompson  
Western Regional Manager



## Section 2.0 – Firm Organization



## 2.0 - Firm Organization

Chicago Bridge & Iron Company was founded in 1889 in Chicago, Illinois, and today offers a world of solutions to our customers in the waste management, energy, natural resources, environmental, and infrastructure markets. With 125 years of experience and the expertise of approximately 42,000 employees, Chicago Bridge & Iron Company provides reliable solutions while maintaining a relentless focus on safety and an uncompromising standard of quality. Chicago Bridge & Iron Company is a publicly traded (NYSE: CBI), multi-billion dollar, multi-disciplinary corporation, with annual revenues of more than \$10.7 billion in 2016.

### 2.1 CB&I Environmental & Infrastructure, Inc.

CB&I Environmental & Infrastructure, Inc. (referred to herein as CB&I), a wholly-owned subsidiary of Chicago Bridge & Iron Company, is one of the largest providers of integrated solid waste services in the U.S. CB&I provides a single point of responsibility for engineering, design-build construction, equipment fabrication, landfill products, and O&M for a variety of environmental control and energy recovery systems, solid waste facilities design, and landfill gas and leachate control system design and installation. CB&I provides the following solid waste services:

- Solid Waste Planning
- Hydrogeologic Site Investigations
- Facility Master Planning, Siting, Design, Permitting, and Construction
- Facility Construction and Construction Oversight
- Facility O&M
- Landfill Gas and Energy Recovery Services
- Facility Closure / Post Closure Care
- Stormwater Management Services
- Landfill Redevelopment
- Green/Sustainable Solutions
- Environmental Compliance Monitoring and Reporting
- Landfill Gas Collection and Control System O&M

Landfill Services	
<p><b>Planning/Siting/Permitting</b></p> <ul style="list-style-type: none"> <li>• Comprehensive solid waste planning</li> <li>• Site investigations</li> <li>• Waste characterization studies</li> <li>• Market research and evaluation</li> <li>• Capacity optimization</li> <li>• Life-cycle cost analysis</li> <li>• Alternative evaluation and feasibility studies</li> <li>• Greenhouse gas support</li> <li>• Permit applications</li> <li>• Public participation/public hearings/expert testimony</li> <li>• Sustainability planning</li> </ul>	<p><b>Products and Equipment</b></p> <ul style="list-style-type: none"> <li>• Landfill gas flare systems (enclosed, vent, utility, rental units)</li> <li>• Condensate destruction systems</li> <li>• Control and instrumentation (wellhead controllers, gas analyzers, flow meters)</li> <li>• Wellheads</li> <li>• Flex connectors</li> <li>• Condensate removal systems</li> <li>• Well seals and accessories</li> <li>• Fuel delivery skids/compressor skids</li> <li>• Leachate evaporation systems (E-Vap)</li> <li>• Generator sets</li> <li>• Pipes, pumps and valves for landfills and leachate and gas collection</li> </ul>
<p><b>Environmental Compliance</b></p> <ul style="list-style-type: none"> <li>• Hydrogeological investigations and assessments</li> <li>• Air quality permitting, modeling and compliance reporting</li> <li>• NSPS/EG/NESHAP compliance services</li> <li>• Compliance audits</li> <li>• Data management and reporting</li> <li>• Due diligence support services</li> <li>• Health and safety support services</li> </ul>	<p><b>Operations and Maintenance</b></p> <ul style="list-style-type: none"> <li>• LFG collection and flare systems</li> <li>• LFG-to-energy systems</li> <li>• Leachate collection and treatment systems</li> <li>• Leachate evaporator systems (E-Vap)</li> <li>• Startup and operator training</li> <li>• Staff augmentation</li> <li>• Sampling and monitoring</li> <li>• O&amp;M data management</li> <li>• Operational audits</li> </ul>
<p><b>Design and Construction</b></p> <ul style="list-style-type: none"> <li>• Landfill cell and closure design</li> <li>• LFG well drilling</li> <li>• LFG collection/flare systems installation</li> <li>• LFG-to-energy facilities</li> <li>• Leachate recirculation/bioreactor (AIRSPACE PLUS)</li> <li>• Construction quality assurance (CQA) and certification</li> <li>• Groundwater and LFG monitoring systems</li> <li>• BLEENWELL® LFG well optimization</li> <li>• Transfer station, materials recovery and hauling facilities</li> <li>• Scale house and maintenance facilities</li> <li>• Soils and geotechnical laboratory</li> </ul>	<p><b>Closure and Post-Closure</b></p> <ul style="list-style-type: none"> <li>• Landfill end use planning/development</li> <li>• Cap design and closure documentation</li> <li>• Post-closure maintenance, monitoring and reporting</li> <li>• Landfill security program</li> </ul>



CB&I supports our clients throughout all phases of a project, from planning and permitting to design, construction, operation, demolition, restoration, and redevelopment. CB&I is proud of its strong tradition of technical excellence and integrity. We provide innovative, value driven, client-focused solutions from a network of offices throughout the U.S. As one of the largest engineering and construction firms in the world, CB&I will provide extensive depth and stability to the City. Though we are a large firm with extensive resources from which to draw, the City will receive focused attention from our project team members, detailed in **Section 3** of this submittal.

Our U.S. office locations are shown below on **Figure 1**.



*Figure 1. CB&I's U.S. Office Locations*

## 2.2 CB&I Landfill Gas Services

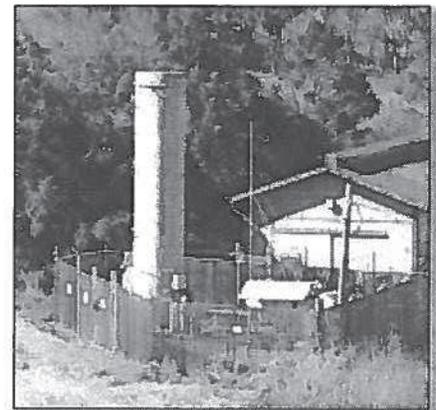
CB&I's qualifications include hundreds of successful LFG projects around the United States, including many similar to the proposed O&M services at the Bedwell Bayfront Park Landfill. We have demonstrated extensive experience with liquid (e.g., leachate, LFG condensate, groundwater) and landfill gas, including LFG system engineering, design and construction; LFG monitoring and reporting; LFG-to-energy projects; and flare stations with and without condensate injection. On many of these projects, CB&I works to ensure that sufficient quantity and quality of landfill gas is provided.

### *Full Service Capability*

CB&I's full service capability, coupled with our own ability and experience to develop GCCS projects gives CB&I a broader range of expertise and insight that can be offered to a client considering an LFG project. CB&I has worked on hundreds of GCCS design projects across the U.S. and currently performs O&M services at more than 60 landfills throughout California, Florida, Georgia, Illinois, Indiana, Kentucky, Louisiana, Maryland, Massachusetts, Michigan, Minnesota, North Carolina, New York, Ohio, Pennsylvania, Utah, Virginia, Washington, and West Virginia.

CB&I's O&M services include:

- Monthly Well Field Tuning, Monitoring, and O&M
- Quarterly Surface Emissions Monitoring and Reporting





- Routine Inspection and Maintenance
- System Evaluation and Troubleshooting
- Emergency and Non-Routine System Maintenance
- Data Recording and Record Keeping
- NSPS, NESHAP, and GHG Reporting
- Compressor O&M
- LFGTE Power Plant Support

A listing of several of our LFG O&M projects are shown in Table 1 below.

TABLE 1 CB&I LFG O&M Projects		
Facility Name & Location	Client	Description of Work
Bedwell Bayfront Park Landfill	City of Menlo Park	Design, Permitting, Equipment, Installation of new Enclosed Flare Station, Well field Evaluation
Kaiser Permanente Hospital former Landfill	Kaiser Permanente	Monthly well field monitoring and tuning, monthly probe monitoring, quarterly surface emissions monitoring, treatment system maintenance, well design, construction oversight
Avenal Regional Landfill	Waste Connections, Inc.	Design, Permitting, CQA of new GCCS, O&M of GCCS
Madrona Landfill, Torrance, CA	City of Torrance, CA	Monthly well field monitoring and tuning, monthly probe monitoring, quarterly surface emissions monitoring, treatment system maintenance, well design, construction oversight
Jefferson Parish Landfill, Avondale, LA	Jefferson Parish, LA	LFG system O&M, Quarterly Surface Emissions Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting, non-routine maintenance, etc.
North Landfill, Baton Rouge, LA	Advanced Disposal	LFG system O&M, Quarterly Surface Emissions Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting, support operations of LFGTE direct use project
Millersville Landfill, Severn, MD	Anne Arundel County, MD	LFG system O&M services, Quarterly Surface Emissions Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting
Hoffman Road Landfill, Toledo, OH	City of Toledo, OH	LFG system O&M, NSPS reporting
Fresh Kills Landfill, Staten Island, NY	City of New York, NY	LFG system O&M, Selexol LFG to pipeline quality gas plant O&M
Keystone Landfill, Dunmore, PA	Keystone Landfill, Inc.	LFG system O&M, 5.6 MW power plant development, O&M
Cherokee Run Landfill, Bellefontaine, OH	Bellefontaine Power Producers	LFG system O&M, 4.8 MW power plant development and O&M
Cuyahoga Regional Landfill, Solon, OH	Waste Management	LFG system O&M, 2,800 scfm gas compression development and O
Vienna Junction Landfill, Erie, MI	Republic Services	LFG system O&M
Noble Road Landfill, Shiloh, OH	Rumpke Waste	LFG system O&M
Washington County Landfill, Washington, UT	Washington County, UT	Monthly well field monitoring and tuning, Quarterly Surface Emission Monitoring, Quarterly Opacity Monitoring, Semi-Annual NSPS and NESHAP reporting, Annual GHG Reporting, Well field design and construction oversight.
Sudbury Road Landfill Walla Walla, WA	Walla Walla, WA	Monthly well field monitoring and tuning, flare station operations and maintenance, GHG monitoring



### 2.3 Groundwater / Leachate Services

We have performed similar environmental services for numerous facilities throughout California, including:

- Designing groundwater monitoring wells;
- Reviewing and negotiating WDRs;
- Preparation of Sampling and Analysis Plans;
- Preparation of Water Quality Protection Standards Reports;
- Collection of groundwater samples from thousands of wells, leachate risers, and hundreds of surface water points;
- Preparation of semi-annual and annual environmental monitoring reports;
- Performance of numerous comprehensive hydrogeologic investigations, studies and site characterizations; and
- Design and monitoring of dozens of piezometers and lysimeters.

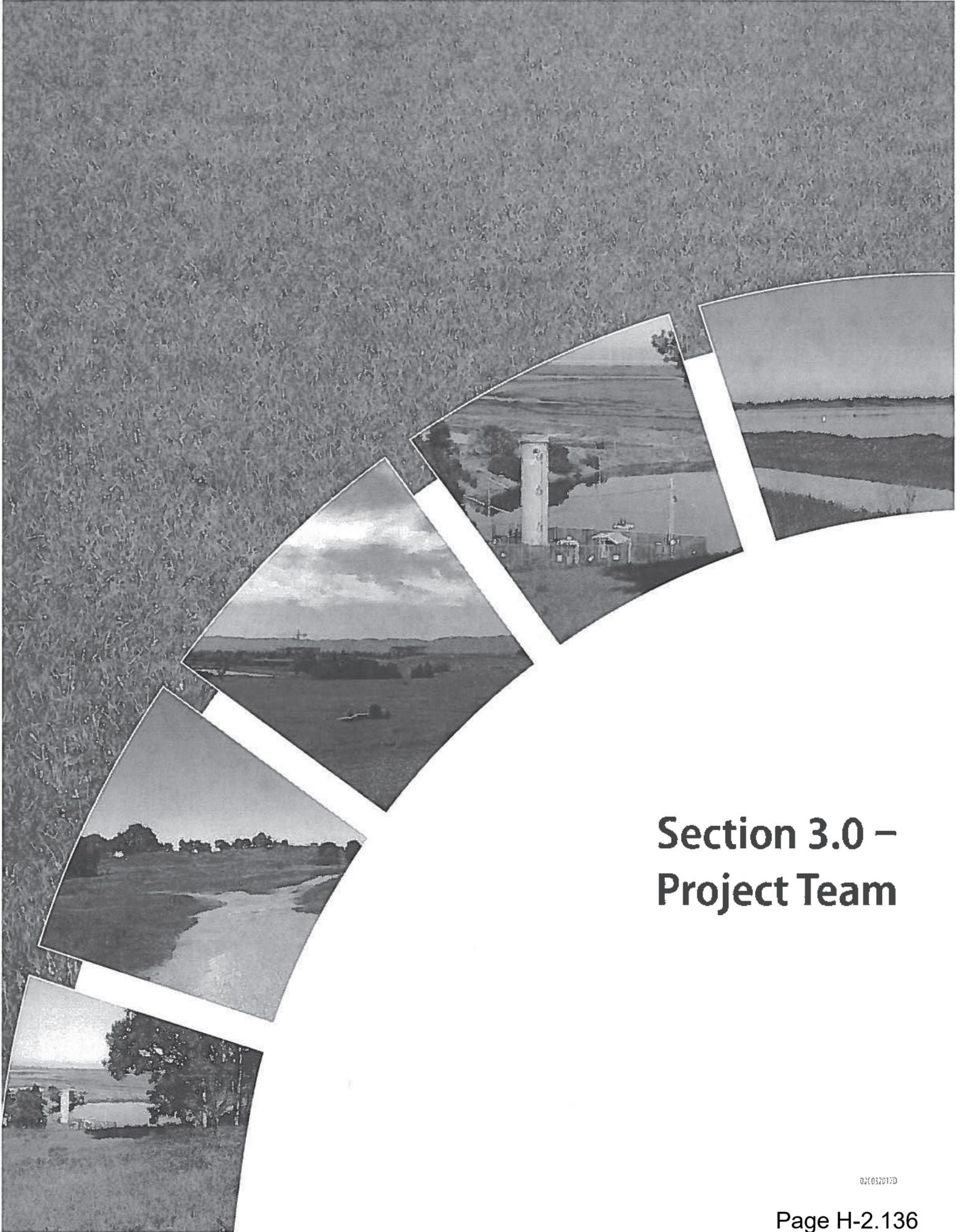
CB&I is currently providing water quality monitoring services at fifteen (15) landfill sites in California. A summary of these 15 landfill sites is presented on Table 2 on the following page.

### 2.4 FORTISTAR METHANE GROUP

For this project, CB&I proposes to subcontract a portion of the landfill gas field monitoring and maintenance to FORTISTAR METHANE GROUP (FORTISTAR). FORTISTAR is the incumbent for the landfill gas O&M contract at the Landfill. FORTISTAR owns a portfolio of companies in the power, transportation and industrial sectors focused on reducing the carbon footprint. FORTISTAR owns and operates 30 landfill gas to energy projects totaling 170 MW in 12 states. FORTISTAR's wellfield team comprises experienced staff that are well versed in balancing GCCS operation to achieve the dual purpose of compliance and improved collection efficiency. FORTISTAR's technicians have the unique ability to tune the wellfield to support renewable energy projects while ensuring all regulatory parameters are met or exceeded. FORTISTAR's managers are fully engaged in ensuring that collected GCCS data is analyzed and evaluated so that the recommendations for preventative maintenance can be made as needed. Non-routine repairs, if needed, are conducted expeditiously with active communication with the City. This enhances GCCS collection efficiency while providing for continued compliance and relief from nuisance related to odors and offsite migration.



TABLE 2 California Landfill Sites that CB&I Currently Provides Environmental Monitoring Services		
California Landfills	Client	Monitoring Services Provided
American Canyon Landfill	Napa Vallejo Waste Management Authority	Groundwater, Surface water, Leachate
North County Landfill	<b>San Joaquin County</b>	Groundwater, Surface water, Leachate
Foothill Sanitary Landfill	San Joaquin County	Groundwater, Surface water, Leachate
Harney Lane Landfill	San Joaquin County	Groundwater, Surface water, Leachate
Corral Hollow Landfill	San Joaquin County	Groundwater, Surface water, Leachate
Lake San Antonio Landfill	Salinas Valley Waste Management Authority	Groundwater
San Ardo Landfill	Salinas Valley Waste Management Authority	Groundwater
Bradley Landfill	Salinas Valley Waste Management Authority	Groundwater
York Ranch Landfill	Louisiana Pacific Corporation	Groundwater Reporting
Red Bluff Landfill	Louisiana Pacific Corporation	Groundwater Reporting
Upper Valley Landfill	Upper Valley Disposal and Recycling	Groundwater, Surface water, Leachate
Menlo Park Landfill	<b>City of Menlo</b>	Groundwater, Surface water, Leachate
Sunnyvale Landfill	<b>City of Sunnyvale</b>	Groundwater, Surface water, Leachate
Ostrom Road Landfill	<b>Recology</b>	Groundwater, Leachate
Yuba Sutter Disposal Site	<b>Recology</b>	Groundwater, Leachate



## Section 3.0 – Project Team



### 3.0 - Project Team

CB&I has assembled a highly experienced and qualified project team to provide the services requested by the City. Each employee was selected based on their background and their availability to fulfill the City's requirements on this project. Brief descriptions of the key team members are provided on the following pages, and resumes for all project team members are provided at the end of this section. The project team organization is provided below as **Figure 2**.

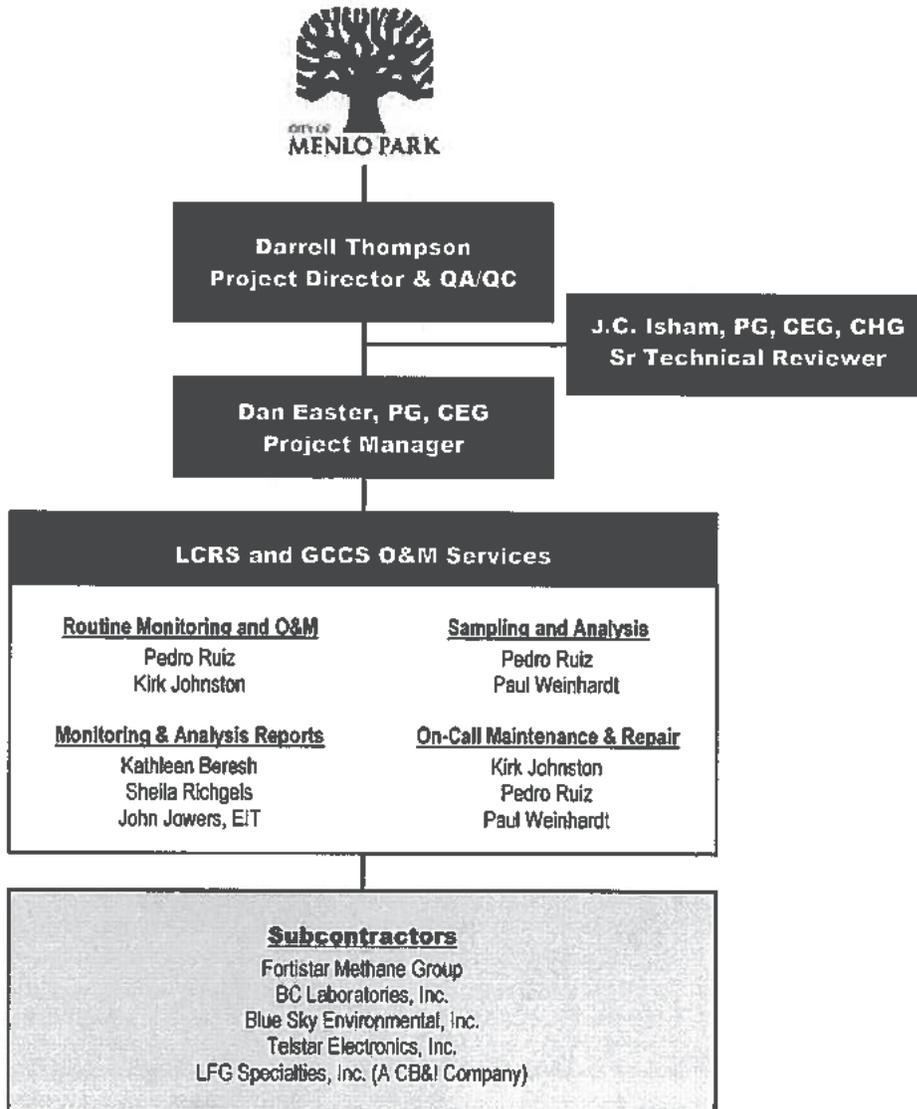


Figure 2. Project Team Organization



### 3.1 CB&I Key Team Members

Brief professional summaries of CB&I key team members are provided below, and detailed resumes are provided at the end of this section. Resumes for supporting technical staff are also provided at the end of this section.

#### **Darrell Thompson - Project Director & Quality Assurance/Quality Control (QA/QC)**

Education: B.S., Civil Engineering, University of Massachusetts

Mr. Darrell Thompson is CB&I's Western Regional Manager and has over 23 years of combined experience in the design, construction, O&M of LFG GCCSs and LCRSs; final cover systems / closure designs; construction management / Construction Quality Assurance (CQA) inspections; and NSPS compliance. As CB&I's Landfill Gas Program Manager, he oversees CB&I's National LFG Program, and all related services including the planning, design, engineering, O&M, construction, construction oversight, and compliance services.

Mr. Thompson will serve as Project Director and will be responsible for overseeing and ensuring quality control / quality assurance for all project deliverables. As Project Director, he will own ultimate responsibility to the City, and to CB&I for technical excellence, contract administration, quality assurance and quality control, and overall performance of the project team. He will provide regular communication and reviews throughout the execution of project services among key staff members to ensure that it meets both the requirements of the City and CB&I standards. He will work closely with the Project Manager (Dan Easter) to ensure that the City's needs, goals, and objectives are clearly identified, defined and communicated to the CB&I project team, and the project budget and schedule are strictly adhered to.

#### **J.C. Isham, PG, CEG, CHG - Senior Technical Reviewer**

Education: M.S., Geology, Michigan State University  
B.S., Geology, University of Wisconsin

Mr. J.C. Isham brings to this project over 43 years of experience in groundwater quality monitoring programs, landfill monitoring programs, hydrogeologic investigations/ characterizations, groundwater contamination studies, remedial action program development, and waste management issues. He specializes in water quality issues at landfills. He has been CB&I's principal hydrogeologist for groundwater monitoring programs at numerous landfills in California.

Mr. Isham will serve as Senior Technical Reviewer providing an additional level of QA/QC on analytical data / reports, and project deliverables (i.e., in addition to Mr. Thompson and Mr. Easter's technical reviews). Further Mr. Isham will provide his technical expertise for any monitoring / technical issues should they arise including, but not limited to, troubleshooting, recommending remedial actions, and acting as regulatory liaison with the Regional Water Quality Control Board. Mr. Isham will coordinate his reviews and efforts working closely with both Mr. Thompson and Mr. Easter.



### **Dan Easter, PG, CEG - Project Manager / Client Liaison**

**Education:** B.A., Geology, California State University, Chico, CA

Mr. Dan Easter is a Professional Geologist and Certified Engineering Geologist (California) with over 31 years of experience in project management, environmental monitoring / reporting, remedial investigations and removal actions, land-use planning, engineering geology, hydrogeology, riparian and coastal processes, geologic hazard assessments, and comprehensive site groundwater investigations. He has been responsible for the design / development, implementation, and project management of numerous site characterizations, environmental monitoring programs, and site remediation programs. His experience also includes conducting comprehensive environmental site investigations / studies, reporting and permitting of environmental monitoring programs, and remediation / site cleanup programs, hillside grading and development, and landslide and fault investigations.

Mr. Easter will serve as Project Manager and Client Liaison for all project work. In this role, he will be the day-to-day contact for the City. Mr. Easter will coordinate the performance of all project work with his team members as well as maintain the schedule and budget. He will work closely with project team staff to ensure that the City's needs are clearly defined and communicated to the CB&I project team. He will direct the timely, efficient and effective execution of the City's project work. Mr. Easter will report to Mr. Thompson (Director) and Mr. Isham (Senior Technical Reviewer) the status of project work and deliverables and coordinate the review of draft work product with both Mr. Thompson and Mr. Isham.

### **Sheila Richgels - Project Sampling / Testing Coordinator**

**Education:** A.A., General Education, Sierra Community College, Rocklin, CA

Ms. Sheila Richgels has been a project/sampling coordinator for over 30 years. She maintains client contact, supervises field sampling staff, schedules sampling events, prepares sampling calendars, coordinates analytical testing, revises schedules based on workloads, prepares job setups for sampling events, liaison for laboratories and clients concerning analysis, and reviews sampling protocol / sampling containers / chain-of-custody documentation. She manages projects for several landfill clients that require monthly and quarterly letter report submittals to various regulatory agencies. Ms. Richgels will be responsible for ensuring all samples are prepared properly by field personnel and shipped to the BC Laboratories, Inc. for analysis. Ms. Richgels will ensure Chains of Custody are properly executed and will distribute analytical data to project personnel upon receipt. Ms. Richgels will be in frequent communication with the Project Manager (Mr. Easter) key project staff, BC Laboratories, and City personnel.

### **Paul Weinhardt – Supervising Field Technician (Sampling, Monitoring, O&M, Repairs)**

Mr. Paul Weinhardt has been providing field expertise for geologists and engineers for more than 21 years. His experience includes groundwater monitoring, O&M of groundwater and soil vapor extraction systems, soil sampling, and well development. Mr. Weinhardt has been CB&I's primary field technician for groundwater monitoring programs in Northern California. These programs have included groundwater monitoring wells, lysimeter systems, and leachate collection systems. Mr. Weinhardt follows strict adherence to quality assurance and quality control protocols contained in the site specific Field Sampling Plans and Quality Assurance Project Plans. Mr. Weinhardt has worked at dozens of solid waste landfill sites and over 300 other water quality monitoring facilities. He will work closely with Mr. Easter and Ms. Richgels and will perform field monitoring / sampling activities, routine O&M services, and on-call maintenance / repairs as needed.



**Pedro Ruiz - Field Technician (Sampling, Monitoring, O&M, Repairs)**

Mr. Ruiz is a CB&I field technician with over 15 years of experience in the environmental field. His experience includes environmental monitoring / sampling, O&M of groundwater treatment systems, installation of innovative remedial systems modifications of remedial systems, tank removals, and air / soil / groundwater / surface water sampling. Mr. Ruiz will work closely with Mr. Easter and Ms. Richgels and will perform field monitoring / sampling activities, routine O&M services, and on-call maintenance/repairs as needed.

**Kathleen Beresh - Project Scientist (Air Quality Compliance Monitoring / Reporting )**

Education: B.A., Environmental Studies, University of California, Santa Barbara, CA

Ms. Beresh serves as compliance specialist for CB&I's Regulatory Compliance Group. She has 10 years of professional experience in environmental permitting and compliance, environmental monitoring data management / evaluation / reporting, and landfill groundwater and air pollution monitoring and reporting programs. She has performed Title V and NSPS reporting and permit reviews, performed data collection and analysis, and quality assurance of compliance demonstration reports. Ms. Beresh will report directly to Mr. Easter and assist him as directed in the preparation of monitoring and analytical data reports (i.e., data reduction, compliance evaluation, and reporting).

**John Jowers, EIT - Project Engineer (Data Analysis / Reporting)**

Education: B.S.E., Environmental Engineering, Northern Arizona University

Mr. Jowers is an environmental engineer with 4 years of professional experience in the solid waste landfill and environmental field. His experience includes environmental compliance reviews, landfill site planning and design, environmental monitoring and reporting for landfills and other solid waste facilities, vadose zone and landfill gas monitoring, LFG GCCS operation / monitoring / tuning, landfill final cover integrity inspections, and site stormwater system inspections. He also has project experience in groundwater detection monitoring and remediation at impacted sites throughout California. Mr. Jowers will report directly to Mr. Easter and assist him as directed in the preparation of monitoring and analytical data reports (i.e., data reduction, compliance evaluation, and reporting).



## 3.2 Subcontractors

### FORTISTAR METHANE GROUP

For this project, CB&I proposes to subcontract a portion of the landfill gas field monitoring and maintenance to FORTISTAR METHANE GROUP (FORTISTAR). FORTISTAR is the incumbent for the LFG O&M contract at the Landfill. FORTISTAR owns a portfolio of companies in the power, transportation and industrial sectors focused on reducing the carbon footprint. FORTISTAR owns and operates 30 landfill gas to energy projects totaling 170 MW in 12 states. FORTISTAR's wellfield team comprises experienced staff that are well versed in balancing GCCS operation to achieve the dual purpose of compliance and improved collection efficiency. FORTISTAR's technicians have the unique ability to tune the wellfield to support renewable energy projects while ensuring all regulatory parameters are met or exceeded. FORTISTAR's managers are fully engaged in ensuring that collected GCCS data is analyzed and evaluated so that the recommendations for preventative maintenance can be made as needed. Non-routine repairs, if needed, are conducted expeditiously with active communication with the City. This enhances GCCS collection efficiency while providing for continued compliance and relief from nuisance related to odors and offsite migration. At this project, FORTISTAR proposes to use Feliciano Equivel, who has over 10 years of experience monitoring and maintaining the Landfill GCCS.

### BC Laboratories, Inc.

BC Laboratories, Inc. was selected by CB&I as the most reasonably priced and best qualified provider of analytical services for this proposal based on their current working relationship with CB&I. The selection of an analytical laboratory is an important consideration. High quality analytical data is necessary for compliance with the WDRs. CB&I selected BC Laboratories based on the following criteria:

- BC Laboratories is a full-service environmental laboratory certified in the State of California and part of the Department of Energy's ICPT National Agreement for Analytical Services.
- BC Laboratories has a 29,000-square-foot facility specifically designed to assist the quality sector of the analytical process. Within the facility, highly trained personnel work with state-of-the-art instrumentation under an active QA/QC program to provide reliable quality results. Instrumentation includes 16 GC/MS instruments, 14 GC's dedicated to specific analyses, 1 ICP/MS, 3 ICAP's, 2 GFAA units, 4 IC's, 6 multi-chemistry auto analyzer systems, 1 Konelab20 analyzer and various other equipment necessary to guarantee backup systems to every test run.
- All (89) employees are on a continuing training program that includes interviewed evaluations conducted on an annual basis.
- Constant reinvestment by the ownership has kept BC Lab current with new instrumentation and advanced analytical technologies.
- BC Laboratories supplies custom reporting of analytical data with the aid of a full-time LIMS manager and two full-time assistants who update and maintain a custom Laboratory Information Management System.

**Blue Sky Environmental, Inc.**

Blue Sky Environmental, Inc. (Blue Sky) will be subcontracted by CB&I to perform the enclosed flare stack emissions testing in accordance with the Landfill's Bay Area Air Quality Management District (BAAQMD) Permit / Plant No. A3499. Blue Sky is a California Air Resources Board (CARB) independent contractor that offers professional air emissions source testing services in the San Francisco Bay Area, and specializes in gaseous emissions monitoring. Blue Sky utilizes United States Environmental Protection Agency (EPA), CARB and BAAQMD approved test methods, with the goal of reporting accurate and defensible data that surpasses the expectations and requirements of our clients and applicable regulatory agencies. Blue Sky offers testing services that are extremely competitive by keeping overhead low, while heavily investing in new equipment.

**Telstar Instruments, Inc.**

Telstar Instruments, Inc. (Telstar) will be subcontracted by CB&I to perform the annual flow meter calibration verification at the enclosed flare station. Telstar has been providing this service for the last 4 years. Telstar Instruments is a state certified instrumentation and controls integrator specializing in PLC\_SCADA systems, measurement instrumentation, and automated process controls. Telstar provides complete on-site maintenance and calibration services, for all brands of instrumentation. Telstar provides service, repair, calibrate, install, maintain, and start up all types and brands of PLC's, VFD's, process control instrumentation, radio telemetry, and SCADA systems.

**LFG Specialties, Inc. (A CB&I Company)**

LFG Specialties, Inc., a CB&I Company, designs and manufactures landfill gas flares, blower skids, compression skids, wellheads, and leachate evaporators. In fact, LFG Specialties manufactured the enclosed flare station at the City's Bedwell Bayfront Park Landfill. Should any parts or troubleshooting be needed, CB&I's team can quickly reach out to the flare factory to order replacement parts or schedule service.



## **Darrell H. Thompson**

**CB&I - Western Regional Manager  
Sacramento, CA**

### **Professional Qualifications**

Mr. Thompson has over 24 years of combined experience in landfill gas control, gas and leachate systems operations and maintenance, New Source Performance Standards (NSPS) compliance, landfill closure design, landfill redevelopment, construction management and inspection, stormwater and erosion control, waste soils management, and site investigations. Mr. Thompson is CB&I's Western Regional Manager for Solid Waste Engineering and O&M Services. He manages engineering and O&M services for landfill development, closure, gas collection and control system (GCCS) projects, groundwater monitoring, and air quality compliance.

### **Education**

BS, Civil Engineering, University of Massachusetts, Lowell

### **Registrations/Certifications**

- Engineer in Training, No. 114110
- OSHA Hazardous Waste Site Health and Safety Training (CFR 1910.120)
- OSHA Hazardous Waste Site Supervisor Training (CFR 1910.120)
- OSHA Confined Space Entry (CFR 1910.120)
- Caltrans 24-Hour SWPPP Preparer

### **Relevant Experience**

- Marsh Road Landfill, Menlo Park, CA - Project Manager, Enclosed Flare Station. Responsibilities included designing and permitting a new enclosed 1,500 scfm enclosed flare station, overseeing construction, and coordinating the initial performance test.
- Avenal Landfill, Avenal, CA - Project Manager, Engineering Services. Mr. Thompson managed the design, permitting, bidding and CQA of a new GCCS and enclosed flare station at the Avenal Landfill.
- Shasta County West Central Landfill, Igo, CA - Project Manager, Design & Installation of GCCS. Mr. Thompson's responsibilities included designing the GCCS piping network, perimeter condensate sumps, vertical LFG collection wells, and an enclosed flare station with condensate injection. Mr. Thompson supervised the preparation of an NSPS Design Plan, Startup, Shutdown, and Malfunction (SSM) Plan, Green House Gas (GHG) Monitoring Plan, and preparation of an Operations and Maintenance (O&M) training program for County personnel. He supervised the preparation of an O&M Manual for the GCCS and flare station and the as-built report.
- Washington County Landfill, Washington, UT - Project Manager, Design & Installation of GCCS. Mr. Thompson's responsibilities included designing the GCCS piping network, condensate sump, vertical LFG collection wells, and an open (utility) flare station. Work included oversight of the preparation of a Startup, Shutdown, and Malfunction Plan, Surface Emissions Monitoring Plan, Hydrogen Sulfide Monitoring protocol, and implementation of a GHG Monitoring Plan. He supervised the preparation of an O&M Manual for the GCCS and flare station and the as-built report.
- Central Landfill, Sonoma County, CA - Project Manager, Performance Evaluation. Responsibilities included evaluating nearly 200 wells at the Central Landfill in Sonoma County, CA and inspecting the layout of headers, sumps, and reviewing power plant operations to assess where improvements in landfill gas recovery could be made to increase energy production and decrease landfill emissions.
- American Canyon Landfill, Napa Vallejo Waste Management Authority - Project Manager, Engineering Services, Design of Reinforced Fiberglass Leachate Storage Tanks. Responsibilities included managing the design of four 27,500-gallon fiberglass reinforced leachate storage tanks and distribution piping for the American Canyon Landfill.

- Waste Management of Hawaii Landfills, Project Manager, Groundwater, Stormwater, and Leachate Monitoring. Mr. Thompson is managing groundwater, stormwater, and leachate monitoring services provided at three (3) landfills operated by Waste Management of Hawaii.
- Sunshine Canyon Landfill, Sylmar, CA - Project Manager, GCCS Improvements. Responsibilities included preparation of an updated NSPS Design Plan, design of over 150 vertical and horizontal landfill gas collection wells, final header improvements, improvements, lateral piping, and assisted with the preparation of a landfill gas Master Plan.
- Coffin Butte Landfill, Corvallis, OR - Project Manager, GCCS Improvements. Responsibilities included the design of vertical and horizontal gas extraction wells, collector piping, down-hole pumps, air and condensate force main, and a new compressor station.
- West Contra Costa County Landfill, Richmond, CA. - Project Manager, Enclosed Flare Station Design. Responsibilities included designing a new enclosed flare station to process landfill gas from Class 1 and Class 2 landfill gas well fields and to route Class 2 landfill gas to an onsite power plant. Challenges included separating Class 1 LFG from Class 2 landfill gas and designing instrumentation and valving to divert LFG based on power plant demand.
- Various Waste Management Inc. landfills, CA and WA. Project Manager, GCCS Improvements, Landfill include the Kirby Canyon Recycling and Disposal Facility, Guadalupe Rubbish Disposal Facility, Altamont Landfill Resource Recovery Facility, Redwood Landfill, Tri Cities Recycling and Disposal Facility, Anderson Landfill, Olympic View Landfill, and the Wenatchee Regional Landfill. Responsibilities included the design of gas extraction wells, collector piping, condensate management systems, and enclosed flare stations or improvements thereof. Assisted with the bidding and construction oversight of all projects and prepared CQA Reports.
- Western Regional Sanitary Landfill (WRSL), Lincoln, CA -Project Manager, O&M of GCCS. Responsibilities included supervising field technicians performing maintenance of the GCCS, troubleshooting flare station operations, coordinating regular source testing of the WPWMA flare, designing improvements to landfill gas collection, preparing monthly and quarterly reports in compliance with the NSPS and local air district regulations. Ensured compliant operation of the GCCS and providing landfill gas to an onsite power plant. Supervised the preparation of an updated NSPS Design Plan and SEM Plan for WRSL.
- Republic Services Group, Inc. Azusa Land Reclamation Company Landfill, Azusa, CA - Project Manager, O&M of GCCS. Responsibilities included supervising field technicians performing well field monitoring, operating the condensate treatment system and leachate pumps, and preparing compliance reports.
- Waste Management, Inc. Bradley Landfill and Recycling Center in Sun Valley, CA - Project Manager, O&M of GCCS. Responsibilities included managing the operations and compliance of a 200-acre well field, three enclosed flares, a landfill gas compression plant, and providing landfill gas to two power plants.
- Los Angeles Department of Water and Power (LADWP) Microturbine Facility, Lopez Canyon Landfill, Lakeview Terrace, CA - Project Engineer and O&M Support. Responsibilities included assisting in the engineering evaluation and inspection of LADWP's gas processing equipment installation and provided O&M training of the gas processing equipment to LADWP personnel. Responsible for preparing training aids and an O&M manual for the gas processing equipment, and for overseeing the preparation of system as-built drawings.
- Project Manager, Permitting, Plans and Specs for Various Landfills, Various Locations, MA. Responsibilities included prepared landfill closure plans, specifications, permit applications, and public bidding documents. Conducting waste delineations, prepared grading and drainage plans, and directed landfill operators toward closure grades. Providing construction management. Performing engineering inspection of cap construction, processing payment requisitions and change orders, and preparing certification reports and as-builts.



## **Julian C. Isham, PG, CEG, CHG**

**CB&I - Client Program Manager  
Sacramento, CA**

### ***Professional Qualifications***

Mr. Isham has over 43 years of professional experience in providing sound environmental and engineering guidance to both private and public stakeholders and policy makers. He has authored several hundred scientific reports and developed environmental restoration programs for solid waste, industrial, power industry, mining, and military facilities. Mr. Isham has been responsible for conducting hydrogeologic and geotechnical studies regarding the design, construction, and operation at dozens of landfills. He is also responsible for maintaining client and regulatory liaison and providing compliance with state and federal regulations. He provides expert witness testimony on water and waste management issues.

As a professional geologist, certified engineering geologist, and certified hydrogeologist in California, Mr. Isham is recognized as an expert in the field of water quality and waste assessment. He was one of the first professionals to be licensed as a hydrogeologist in California. Mr. Isham was selected as one of seven "mentors" of hydrogeology by the California Board of Registration for Geologists and Geophysicists to prepare the first hydrogeology exam for the State of California.

Governor Schwarzenegger appointed Mr. Isham to the Central Valley Regional Water Quality Control Board (RWQCB), which is responsible for issuing landfill regulations. He is currently a member of a panel of experts on the RWQCB's Groundwater Monitoring Advisory Workgroup, which provides water quality guidance on surface water, storm water, and groundwater. In this capacity, he authored a white paper to Board staff on how to review landfill scientific reports. He was instrumental in the approval of many Waste Discharge Requirements for landfills and therefore is an expert in Title 27 landfill regulations. While a Board member, he received specialized training from one the chief attorneys of the State Water Resources Control Board on the execution of orders issued by the RWQCB. This training is only available to Board Members.

Mr. Isham has been elected and appointed by his professional peers to many positions of responsibility including: past Sacramento section Chairman of the Association of Engineering and Environmental Geologists, past Chairman of the Architects and Engineers Conference Committee of California, past Sacramento and San Francisco section Vice-President of Groundwater Resources Association of California. As such, Mr. Isham has received several professional service awards.

Mr. Isham was appointed the Chairman of the Legislative Committee for the California Board of Registration for Geologists and Geophysicists. Governor Davis also appointed Mr. Isham to the California State Mining and Geology Board (SMGB). As such, he oversaw the Alquist-Priolo Earthquake Fault Zoning Act, the Seismic Hazards Mapping Act, and the Surface Mining and Reclamation Act. While he was a member of the SMGB, he was the Chairman of Mining Standards Committee, where he oversaw the review and approval Environmental Impact Reports for major surface mining activities. He was also a member of the SMGB's GeoHazards Committee. He oversaw the work of the State Office of Mine Reclamation and the California Geologic Survey. He is currently Vice Chairman of a technical committee of the SMGB to revise the Alquist-Priolo Earthquake Fault Zoning Act on the regulation of active faulting and the zoning of building setbacks from active faults. He held the position on the SMGB of mining engineer.

Through CB&I's USEPA Region 9 Superfund contract, Mr. Isham provides EPA staff with expert advice on CERCLA and RCRA waste management regulations at Superfund sites.

### ***Education***

MS, Geology, Michigan State University, Lansing, MI  
BS, Geology, University of Wisconsin, Oshkosh, WI

### ***Registrations/Certifications***

Licensed Engineering Geologist, 1986, 1321, Active, California, 06/2013  
Professional Geologist, 1984, 3893, Active, California, 06/2013  
Professional Hydrogeologist, 1995, 007, Active, California, 06/2013

***Relevant Experience******Landfill Compliance Monitoring:***

- Mr. Isham managed the compliance with California Title 27 monitoring requirements at dozens of landfills in San Joaquin, Sacramento, Solano, Napa, Yuba, Mendocino, Shasta, Kern, Sonoma, Monterey, Glenn, San Francisco, San Mateo, Alameda, Santa Clara, Stanislaus, Colusa, Calaveras, and Contra Costa counties. In San Joaquin County, he manages the water quality programs at the North County, Foothill, Harney Lane, and Corral Hollow Landfills.
- He coordinated hydrogeologic investigation; aquifer testing; and design, installation, operation, and maintenance of remediation systems at the Altamont Landfill in Alameda County, the Austin Road Landfill in San Joaquin County, the Sonoma Central Landfill in Sonoma County, American Canyon Landfill in Napa County, and the Geer Road landfill in Stanislaus County.
- Managed the reclamation of the Jamestown Mine to protect groundwater and surface water resources for the Attorney General's Office and the Jamestown Trust, Tuolumne County, California.
- Conducted hydrogeologic investigations for sludge waste disposal ponds at several coal-fired power plants in Michigan, Montana, Wyoming, Louisiana, and Florida to protect groundwater and surface water resources.
- Managed a hydrogeologic investigation, remedial action planning, groundwater monitoring, and closure at an industrial facility in Newark, California.
- Managed a site assessment, hydrogeologic investigation, wastewater treatment, and remedial action planning for an industrial facility in Richmond, California.
- Managed a hydrogeologic investigation, groundwater monitoring, remedial action planning, and closure at dozens of underground storage tank sites for several major petroleum companies in California to protect groundwater resources.
- Performed a hydrogeologic investigation, remedial action planning, and 30-day tidal influence study at a major petroleum tank farm in Sacramento, California.
- Conducted a hydrogeologic investigation of toxic pits containing polychlorinated biphenyls, chromium plating, and volatile organic wastes in Willits, California.

***Landfill Design, Permitting and Construction / CQA:***

- Mr. Isham managed the permitting and design of many composite base liner and final cover systems at landfills in northern California including those in San Joaquin, Sacramento, Stanislaus, Calaveras, Solano, Yuba, Fresno, Tulare, Placer, Napa, Kern, Sonoma, Monterey, Glenn, Mendocino, Santa Clara, and Colusa counties. In San Joaquin County, he was involved with the base liner design at the North County and Foothill Landfills. In Tulare County, he prepared a special report to the Water Board that allowed the County to lower the base and increase the fill capacity at the Woodville Landfill.
- Mr. Isham managed the construction quality assurance programs for over a dozen composite base liner systems and several final cover systems at landfills in northern California; including the American Canyon Landfill in Napa County, the YSDI, Ostrom Road, and Ponderosa Landfills in Yuba County, the Hay Road Landfill in Solano County, the Willits Landfill in Mendocino County, and the Eastern Regional and Western Regional Landfills in Placer County. He managed the design and construction of a special slurry wall at the toe of the York Ranch Landfill in Mendocino County.

- Mr. Isham managed the Liner Performance Demonstration Report and the hydrogeologic modeling to support the expansion of several landfills in the Central Valley of California including San Joaquin, Fresno, Sacramento, Stanislaus, and Glenn counties. In San Joaquin County, he prepared the VLEACH monitoring reports at the North County and Foothill Landfills. He managed the Evaluation Monitoring Program and the design, permitting and construction of the final cover on the mine waste cell at the Jamestown Mine under contract to the Central Valley Water Board and the Attorney General's Office.
- He managed reclamation feasibility study for the South Coast Landfill in Mendocino County, which is situated on the San Andreas Fault. Mr. Isham performed geologic and engineering investigations and closure of a Class I hazardous waste management unit at the John Smith Landfill in Hollister, California.



## **Daniel R. Easter, PG, CEG**

**CB&I - Project Manager  
Sacramento, CA**

### **Professional Qualifications**

Mr. Easter is a Professional Geologist and Certified Engineering Geologist (California) with over 31 years of experience in project management, remedial investigations and removal actions, land-use planning, engineering geology, hydrogeology, riparian and coastal processes, geologic hazard assessments, and groundwater investigations. He has been responsible for design, implementation, and management of numerous site characterization, environmental monitoring, and remediation programs. His experience includes conducting site studies, permitting, preliminary design, preparing planning documents, aerial photographic analysis, designing and installing environmental monitoring systems, hillside grading and development, and landslide and fault investigations.

Mr. Easter has extensive experience in project management, and staff hiring and management including: project proposal preparation and presentation, budget preparation and tracking, client communications and meetings, liaison and reporting to local, state, and federal agencies. He has supervised and conducted investigations and projects for public agencies, commercial and residential developers, and private landowners.

### **Education**

BA, Geology, California State University Chico, Chico, CA

### **Registrations/Licenses**

- Licensed Engineering Geologist, 1995, 1962, Active, California, 05/2017
- Professional Geologist, 1993, 5722, Active, California, 05/2017

### **Certifications / Training**

- OSHA 40-Hour HAZWOPER Hazardous Waste Site Health and Safety Training (CFR 1910.120)
- OSHA 8-Hour HAZWOPER refresher training

### **Relevant Experience**

- Task Manager, U.S. Department of the Navy, Task Order for Chocolate Mountain Aerial Gunnery Range, California MCAS Yuma, Arizona. Mr. Easter was the Task Manager for a Navy Task Order to perform a Range Activity Survey for a real estate transaction between the U.S. Navy and the Department of the Interior, Bureau of land management that includes identification and consolidation of UXO and range debris for future disposal. The work included preparation of a work plan, site safety and health plan, technical report, communications and project management responsibilities with Navy RPM. The firm fixed price task order totaled \$0.43M.
- Task Manager, U.S. Department of the Navy, Task Orders for Naval Air Station (NAS) Fallon, Nevada, NAS Lemoore, California. Mr. Easter was the Task Manager for four Navy Task Orders that included environmental site assessment for a Navy F-18 jet crash, landfill characterization soil and groundwater sampling, preparation of work plans, sampling and analysis plans, site safety and health plans, technical reports, communications and project management responsibilities with Navy RPM. The firm fixed price task orders totaled \$1.0M.
- Technical Lead, SR401 Skeet Range Remedial Action, U.S. Air Force, McClellan AFB, California. Mr. Easter was the technical lead for the \$1.5M firm fixed price remedial action project at the Former McClellan Air Force Base. The goal of the SR401 Skeet Range remedial action was to remove soils impacted with lead and PAHs to protect human health and the environment and make the site suitable for industrial reuse. Mr. Easter was the primary author for a Remedial Action Work Plan and Remedial Action Completion Report.

- Technical Lead, Hunters Point Shipyard, Naval Facilities Engineering Command, Southwest, Hunters Point Shipyard. Mr. Easter was the technical lead for the \$12.6M firm fixed price remediation project at Hunters Point Shipyard in San Francisco, California. He was responsible for developing the work plan for the Time Critical Removal Action (TCRA) for remedial excavation and backfilling in a radiologically and unexploded ordnance (UXO) impacted area. Mr. Easter and the project team successfully removed 40,000 yd<sup>3</sup> of soil impacted with PCBs, hydrocarbons, copper, and lead. The team conducted remedial excavations within upland and shoreline tidal zones which elevated the regulatory review process. Due to the increase in regulatory activity, Mr. Easter incorporated additional corporate best management practices that ensured protection of San Francisco Bay waters. Mr. Easter worked with approximately 25 field personnel, including scientists, supervisors construction equipment operators, radiological technicians, UXO technicians, and laborers in order to successfully excavate, dewater, screen for radiological and UXO material, conduct storm water pollution prevention, and perform soil hauling activities. Mr. Easter prepared presentations and attended the Navy's Base Realignment and Closure Cleanup Team meetings. He also established regular communication with the Navy's Remedial Project Manager, and provided senior technical support.
- Construction QA Manager, Kiefer Road Landfill, Sacramento County Waste Management, Sacramento County, California. Mr. Easter managed the installation of the Module 3 liner system (43 acres) for Kiefer Road Landfill, Sacramento County, California. The project was awarded the 2009 Project of the Year Environment, Solid Waste \$10M to \$50M category by the American Public Works Association. Mr. Easter managed the construction quality assurance of the Module 3 landfill liner, which covered an area of approximately 43 acres. His team successfully executed all construction-related activities including excavation of over 3.5 million yd<sup>3</sup> of soil; preparing subgrade; installing a double composite liner over the base of the cell; installing a leak detection layer; installing a single composite liner over the side slopes; constructing a primary leachate collection and removal system (LCRS); placing an operations layer over the base area; placing screened sand as the operations layer over a portion of the side slope area; and screening sand for use as a side slope operations/drainage layer as refuse was placed. Mr. Easter conducted oversight as the team placed and compacted approximately 250,000 yd<sup>3</sup> of clean fill material as drainage rock, sump gravel, and operations-layer soil.

#### **Experience Prior to Joining CB&I**

- 11/2004 - 04/2008: Senior Vice President of Development, Southfork Development Group, El Dorado Hills, California. Managed the development aspects of property acquisition, due diligence, design, and construction of properties identified for redevelopment and new construction. Properties included: commercial office and flex warehouse; single-family subdivision; waterfront developments including marinas, club houses, and boat storage buildings; and self-storage facilities. Properties located in California, Florida and North Carolina.
- 08/2002 - 11/2004: Supervising Geologist, Alisto Engineering Group, Rancho Cordova, California. Managed geologists and conducted groundwater quality investigations for waste water treatment facilities in Northern California (East Bay Municipal Utility District) Conducted site assessments, waste characterizations, investigations, and installation of groundwater monitoring systems at numerous landfills in California. Managed routine self-monitoring programs for solid waste management facilities in California, including preparation of quarterly monitoring reports, work plans, proposed monitoring programs, storm water pollution prevention plans, health and safety plans, transportation plans, and earthquake contingency plans. Conducted peer reviews for the State Board for Geologists and Geophysicists Enforcement Unit.
- 08/1994 - 08/2002: Senior Engineering Geologist, EMCON/OWT, San Jose/Sacramento, California. Conducted site assessments, waste characterization, investigations, and installation of groundwater monitoring systems at numerous landfills in California and Nevada. Managed and conducted engineering geologic investigations and site studies for municipal and privately owned solid waste landfill expansions and closures in California and Nevada. Managed routine self-monitoring programs for solid waste management facilities in California, including preparation of quarterly monitoring reports, work plans, proposed monitoring programs, storm water pollution prevention plans, health and safety plans, transportation plans, and earthquake contingency plans. Managed a contaminated soil management program during redevelopment of a former steel mill site and construction of a retail store in Emeryville, California. Conducted fault investigations of portions of the active Imperial fault in California.

- 08/1985 - 08/1994: Engineering Geologist, William Cotton & Associates, Los Gatos, California. Provided peer review of the geologic and geotechnical aspects of residential land development for the Town of Los Altos Hills, California. Conducted numerous landslide investigations, developed and implemented slope repairs, and completed site restorations in California and Hawaii. Supervised engineering geologists, performed engineering geologic site inspections, evaluated geologic hazards, reviewed building permit applications, performed peer review of engineering geologic and geotechnical engineering reports, and prepared recommendations to the County Planning Department for the Santa Cruz County Earthquake Recovery Work Unit following the October 17, 1989, Loma Prieta Earthquake. Performed engineering geologic and foundation investigations for roadways, trails, foot bridges, retaining walls, and buildings in California. Conducted fault investigations of portions of the active Hayward, Imperial, and San Andreas faults in California. Evaluated flood damages, potential causes, and mitigation measures for a portion of the Napa River in St. Helena, California. Provided design and construction oversight for residential and commercial development grading projects involving cuts and fills, surface and subsurface drainage improvements, erosion and sedimentation controls, and structural foundations.



## **Kathleen Beresh**

**CB&I - Environmental Scientist / Compliance Specialist  
Sacramento, CA**

### **Professional Qualifications**

Ms. Beresh serves as compliance specialist for CB&I's Regulatory Compliance Group. She has 10 years of professional experience in environmental compliance, data management, and landfill and hazardous materials compliance. She has extensive experience with landfill permitting, NSPS, Title V compliance reports and permit review, landfill GHG compliance reporting and plans, and review and quality assurance of compliance demonstration reports.

### **Education**

BA, Environmental Studies, University of California, Santa Barbara

### **Registrations/Certifications**

- 40-Hour Health and Safety Training
- 8-Hour Annual HAZWOPER Refresher Certification
- DOT and IATA Hazardous Materials/Dangerous Goods Shipment Training
- Certificate of Completion, AERMOD Modeling for Permits
- CARB – Portable Equipment Registration Program
- CEQA and NEPA Environmental Impact Reporting

### **Relevant Experience**

- Engine and Flare Performance Testing, Various Locations. Managed performance testing of the new landfill gas (LFG) flare and LFG-to-energy (LFGTE) engines, as well as review and submittal of the testing protocol and testing report to local agencies pursuant to California Assembly Bill 32 (AB 32) landfill methane rule and permit requirements.
- Project Manager, Air Compliance and Reporting for MSW Landfills in California, Nevada, Utah, and Hawaii. Ms. Beresh's responsibilities included data management, agency communication, staff management, and reporting. Responsibilities included preparation and submittal of the Air Emission Inventories; quarterly and semi-annual monitoring and deviation reports; preparation and submittal of Semi Annual New Source Performance Standards (NSPS) monitoring reports; and general air permitting compliance, and GHG emissions compliance. She also served as a client representative during regulatory inspections with local agencies.
- Project Manager, Landfill Monitoring and Compliance, Various Locations. Ms. Beresh oversaw the gas extraction well sampling, surface emissions monitoring, and compliance under Subpart WWW for landfills in California and Nevada. She was responsible for data management, agency communication, staff management, and reporting.
- Compliance Audits, Confidential Clients, Various Locations. Ms. Beresh collected data and prepared compliance audits, completed analysis of situations and data for preparation of material and evidence for use in hearings, lawsuits, and response to regulatory agencies.
- Compliance Plans, Various Locations. Ms. Beresh prepared standard operational procedures and plans, technical design plans, and monitoring and reporting plans, to ensure operations were in compliance with applicable rules and regulations.
- Reimbursement Program Financial Analyst, NYC Build It Back: Hurricane Sandy Housing Recovery Operations, New York City Office of the Mayor's Housing Recovery Operations, New York, New York. Completes review and financial analysis of reimbursement applications, coordinates with vendors to troubleshoot eligibility issues, and assists with reimbursement database management and tracking.

- Uniform Relocation Act (URA) Program Support NYC Build It Back: Hurricane Sandy Housing Recovery Operations, New York City Office of the Mayor's Housing Recovery Operations, New York, New York. Assisted with implementing the Build it Back URA program, database management and tracking, and completion of required notifications.
- Hazardous Waste Transportation and Disposal. Requested quotes from vendors and provided clients with bids to complete transportation and disposal of regulated hazardous waste at various California facilities. Coordinated with selected vendors to complete awarded projects, and prepared required hazardous waste disposal documentation in compliance with state and federal regulatory requirements.
- Regulatory Updates. Ms. Beresh has participated in stakeholder meetings and webinars as a client representative in order to address industry concerns regarding new and modified regulations and policies. She also keeps current on regulations and policies in order to provide clients with pertinent regulatory information and recommendations, such as determining requirements to maintain compliance..



## **John Jowers, EIT**

**CB&I - Project Engineer  
Sacramento, CA**

### **Professional Qualifications**

Mr. Jowers has filled project management, environmental compliance, planning and design, and reporting roles for multiple solid waste processing and disposal sites. His recent experience with CB&I includes providing construction quality assurance and design support for landfill closure and gas extraction well construction, soil and groundwater sampling for environmentally impacted sites, environmental remediation field oversight, and developing regulatory compliance plans for California composting and solid waste processing sites. His experience prior to joining CB&I included managing environmental and regulatory compliance for varied solid waste sites in both California and Arizona.

Mr. Jowers' recent landfill design and construction quality assurance experience with CB&I includes developing design plans for landfill gas well construction; on-site construction oversight; verification of compliance with specifications and plans; equipment submittal review; and summary report preparation. Responsibilities for environmental compliance of general sites includes: site investigations and plan creation for California spill prevention and storm water compliance; rational method analysis of storm water transmission and detention; hazardous and special waste disposal auditing; and groundwater sampling and remediation site activities.

Mr. Jowers' experience in landfill compliance and operation prior to joining CB&I included various field and office work, to include: GPS surveying of landfill surfaces; surface drafting, analysis, and planning; operator management and waste placement determination; landfill gas extraction and flare system operation; vadose zone and emissions monitoring; conducting permit-required site inspections; regulatory report drafting; regulatory agency correspondence and negotiation; and waste acceptance determination.

### **Education**

BS, Environmental Engineering, Northern Arizona University, Flagstaff, AZ

### **Registrations / Certifications / Training**

- Engineer in Training, License No. 151101, Active, California, 2013
- Title 22 California Hazardous Waste Generator, Assn of Bay Area Governments Training Ctr, 2013
- Stormwater Best Management Practice, Industrial and Commercial, CSU, Sacramento, 2014
- Applied Groundwater Statistics, Sanitas Technologies, 2015
- Qualified Industrial Stormwater Practitioner, Active, California, 2016
- OSHA 40-Hour HAZWOPER Training, 2016

### **Experience and Background**

Total years of related experience: 4

### **Relevant Experience**

- Project Engineer, Gas Extraction System Upgrades, Foothill Sanitary Landfill, San Joaquin County, CA. Mr. Jowers provided recent support to San Joaquin County in drafting plans for landfill gas extraction system upgrades and creating closure documents for inactive portions of Foothill Sanitary Landfill. Mr. Jowers drafted landfill gas system upgrades to include vertical wells, piping, fittings, and design changes as field conditions warrant.
- Project Engineer, Module I Closure, Foothill Sanitary Landfill, San Joaquin County, CA. Mr. Jowers was instrumental in drafting a closure plan for the Module I portion of the landfill, which included site investigations and soil sampling/classification, storm water drainage analysis, and cover design investigations. Mr. Jowers was the primary site representative for soil sampling and investigation and integral to the construction of the Final Closure Plan documentation.

- Project Engineer, North County Recycling Center and Sanitary Landfill, San Joaquin County, CA. Mr. Jowers aided design and drafting of the 2014 Area 5 expansion for the North County Sanitary Landfill. He supported senior engineering staff in the development of construction site plans and details for submittal to San Joaquin County., specifications, and construction cost estimate for an 33-acre lined cell at the Woodville Sanitary Landfill in Tulare County, CA. Design included tying into an existing lined cell and rerouting stormwater to an existing excavation on the far side of the landfill.
- Project Engineer, Landfill Operations Evaluation, JED Landfill, Saint Cloud, FL. Mr. Jowers participated in an in-depth evaluation on the final and intermediate cover, landfill gas extraction system, and leachate removal system at the JED Landfill. He conducted daily monitoring of landfill gas extraction wells, dewatering pumps, and transmission piping to identify system deficiencies. He further inspected the integrity of the intermediate and final landfill cover and identified areas of non-conformance with site permits. The items identified by Mr. Jowers were used as part of an action plan to improve site conditions and landfill gas extraction rates.
- Project Engineer, Landfill Gas Extraction System Upgrade at Avenal Regional Landfill, Waste Connections, Inc., Avenal, CA. Mr. Jowers provided design and construction quality assurance support for a gas system upgrade at the Avenal Regional Landfill. He updated and drafted gas extraction system designs and was the primary field construction quality assurance monitor during well drilling and system construction. Additional tasks included assisting with wellfield startup and tuning, and drafting the final construction quality assurance report.
- Project Engineer, Construction Quality Assurance for Coalinga Disposal Site Final Closure, Fresno County, Coalinga, CA. Mr. Jowers provided construction quality assurance for the closure of Coalinga Disposal Site which included a final evapotranspirative cover, storm water management system, and environmental monitoring equipment. Mr. Jowers was the primary field representative for construction quality assurance, tasked with on-site construction oversight, soil and construction material sampling, verification of compliance with specifications and plans, equipment submittal review, and documentation and reporting. Mr. Jowers was also heavily involved in ensuring construction operations were properly documented and was instrumental in the creation of the final quality assurance report. The two-year closure operation began in fall 2014 and was completed June 2016.
- Environmental Compliance and Project Management, Orange Avenue Landfill (closed), Fairmead Landfill (operational), and Cedar Avenue Recycling and Transfer Station. Mr. Jowers worked extensively with consulting engineers, regulatory agency representatives, and site personnel to ensure compliance with applicable laws and operating permits. He updated, or created and implemented, environmental and safety programs and conducted employee training as necessary. Mr. Jowers determined cost beneficial solutions to hazardous, biohazard, universal, and special waste disposal for Cedar Avenue, and reviewed analytical data to determine acceptability of material for disposal at Fairmead Landfill.



## **Sheila Richgels**

**CB&I - Project Sampling Coordinator  
Sacramento, CA**

### **Professional Qualifications**

Sheila Richgels has been a project/sampling coordinator for over 30 years. She maintains client contact, supervises field staff, schedules sampling events, preparing monthly and yearly calendars, revises schedules based on workloads, and prepares job setups for sampling events. Ms. Richgels is providing liaison for laboratories and clients concerning analysis, sampling protocol, sampling containers, and chain-of-custody documentation. She manages projects for several landfill clients that require monthly and quarterly letter report submittals to varying agencies.

Her responsibilities include scheduling of all fieldwork, coordinating with the analytical laboratory, and reviewing all field paperwork for completeness and accuracy. In addition, she is also very familiar with groundwater reporting procedures and requirements.

Ms. Richgels is in charge of CB&I's field sampling staff in Northern and Central California. She currently coordinates the field staff for numerous groundwater-monitoring projects. Ms. Richgels has successfully performed, coordinated and managed groundwater monitoring at more than 50 landfills and other environmental projects in Northern and Central California. All of these landfills have been under the jurisdiction of the Central Valley, North Coast, Bay Area, or Central Coast Regional Water Quality Control Boards (RWQCBs).

### **Education**

AA, General Education, Sierra Community College, Rocklin, CA

### **Relevant Experience**

- April 1997 – Present: Project Coordinator / Sampling Coordinator, CB&I Environmental & Infrastructure, Inc., Sacramento, CA. Ms. Richgels schedules and coordinates field sampling for landfills and commercial jobs. She is currently managing three field technicians in two different offices. She updates calendars, maximizes chargeability for field personnel, and performs job set-up with project managers, laboratories, and field personnel. She is also responsible for groundwater and storm water reporting for landfills.
- August 1992 – 1997: Report Coordinator, Fuaro West, Field Services, Roseville, CA. Ms. Richgels managed the field-sampling group, which consisted of three sampling technicians and one sampling group coordinator. Her responsibilities included all field activities, personnel issues, and reporting for approximately 60 sites monitored by the sampling group. She developed the streamlined monitoring report process office-wide and reviewed and authorized all timesheets and expense reports for the field sampling group.
- October 1989 - August 1992: Sampling Coordinator, EMCON Associates, Field Services, Sacramento, CA. Ms. Richgels was responsible for client contact, scheduling sampling events, preparation of monthly and yearly calendars, revising schedules on a weekly basis, and job setup for sampling events. She provided liaison for laboratory and clients involving advance notice of rush analyses, ensuring appropriate containers and preservatives, if any, for sampling parameters, and transmitting certified analytical results. She was also responsible for report writing of analytical summary reports and field sampling reports for approximately 120 sites. She maintained sampling and project files for all monitored sites.



## **Paul Weinhardt**

**CB&I - Field / Engineering Technician**  
**Sacramento, CA**

### **Professional Qualifications**

Paul Weinhardt has been providing field expertise for geologists and engineers for more than 21 years. His experience includes groundwater monitoring, operations and maintenance of groundwater and soil vapor extraction systems, soil sampling, and well development. He has been performing the groundwater monitoring services for the Jamestown Mine for 10 years. Mr. Weinhardt knows the sampling and well purging characteristics of every well at the site. Mr. Weinhardt will be dedicated to collecting the samples. Mr. Weinhardt has been the primary field technician for the groundwater monitoring programs in Northern California. These programs have included groundwater monitoring wells, lysimeter systems, and leachate collection systems. Mr. Weinhardt is very familiar with mining and solid waste sites as well as the site procedures and client contacts. He follows strict quality assurance and quality control protocols contained in the project-specific Field Sampling Plans and Quality Assurance Project Plans. Paul has worked at dozens of solid waste sites and over 300 other water quality monitoring facilities.

### **Registrations/Certifications**

- OSHA 40-Hour HAZWOPER Training
- OSHA 8-Hour HAZWOPER Refresher
- OSHA Confined Space Entry
- Certified Plumber and Pipe Fitter

### **Relevant Experience**

- Sampling Technician, Groundwater Monitoring Services, Former Jamestown Mine, Jamestown, California. Mr. Weinhardt performs groundwater monitoring services at the former Jamestown Mine site.
- Field Technician, San Joaquin County Landfill Programs, Northern California. Mr. Weinhardt has been the primary field technician for the ground water monitoring programs at the four San Joaquin landfills, which include Corral Hollow, Foothill, Harney, and North County. Contracts for all four landfill sites have included ground water monitoring wells, lysimeter systems, and leachate collection systems. Mr. Weinhardt is very familiar with these four landfill sites as well as the site procedures and client contacts. He follows strict quality assurance and quality control protocols contained in the project-specific Field Sampling Plans and Quality Assurance Project Plans.
- Field Technician, Commercial Client, Retail Petroleum and Landfill Programs, Northern California. Mr. Weinhardt has a broad spectrum of sampling experience at retail petroleum and landfill sites. His duties have included oversight for the removal of USTs, collection of soil samples from excavations, and soil sampling using direct-push sampling equipment. Mr. Weinhardt is a highly efficient groundwater sampling technician. Mr. Weinhardt routinely monitors and samples wells ranging in depth from 10 to over 200 feet, and provides the maintenance required to maintain the integrity of the monitoring well networks. As required by individual projects, he utilizes low-flow purge techniques, hand bailing, or high-volume submersible pumps to develop, purge, and sample groundwater wells.
- Field Technician, Remedial Investigation/Feasibility Study (RI/FS), GenCorp Aerojet Facility, Rancho Cordova, California. As part of a remedial investigation/feasibility study (RI/FS), Mr. Weinhardt sampled monitoring wells using a non-dedicated RediFlo2 pump. The work also included monthly and quarterly groundwater level gauging events associated with the RI/FS. Mr. Weinhardt also assisted in several plant-wide groundwater level gauging events.
- Field Technician, Environmental Security Technology Certification Program In Situ Perchlorate Treatment Demonstration, GenCorp Aerojet Facility, Rancho Cordova, California. As part of the Department of Defense Environmental Security Technology Certification Program in situ perchlorate treatment demonstration, Mr. Weinhardt sampled monitoring wells and pumps, and serviced the injection system. The work included collection of water samples, preparation of custody and analytical request documents, labeling and packaging of samples, and transport of samples to the analytical laboratory, as well as field measurement of selected water quality parameters.

- **Field Technician, Caltrans On-Call Storm Water Sampling, Northern California.** Mr. Weinhardt sampled storm water at inlets and outlets designated by Caltrans following storm events. The work included collection of surface water samples, preparation of custody and analytical request documents, labeling and packaging of samples, and transport of samples to the analytical laboratory, as well as field measurement of selected water quality parameters.
  
- **Field Technician, Various Projects, Northern California.** Mr. Weinhardt has installed groundwater and soil vapor extraction systems for treatment of contamination from leaking UST systems, which involved the operation of heavy equipment used in the installation of piping, installation of electrical systems, and start-up of packaged treatment units. Other responsibilities have included repairs to vault boxes and concrete apron removal and replacement.



## **Pedro E. Ruiz**

**CB&I - Senior Environmental Field Technician  
Sacramento, CA**

### **Professional Qualifications**

Mr. Ruiz is a Field Technician with over 24 years of experience in the environmental field. His primary responsibilities include field operation and maintenance (O&M) of groundwater treatment systems. He has extensive experience implementing a wide array of innovative remedial technologies including system design, installation, construction, removal, upgrades, and modifications of remedial systems. He has performed and supervised tank removals, soil sampling, and remedial excavations, aeration, and disposal programs, with experience on operating heavy equipment. He is an experienced field technician with skills operating environmental sampling and monitoring instruments for air, soil, and water. Mr. Ruiz has implemented field sampling quality assurance and chain-of-custody protocols, and has been responsible for coordinating and training field technicians, providing quality assurance/quality control and health and safety procedures, and documentation and record keeping. He assists construction and site supervision activities, and coordinates field work with clients and project managers. Mr. Ruiz maintains good rapport with the client and project team. He has provided support to major retail petroleum clients, and has worked at several sites, including service stations, bulk plants, international airports, fueling terminals, petroleum refineries, chemical plants, Superfund sites, landfill sites, government facilities, and commercial sites.

### **Registrations/Certifications/Training**

- 40-Hour OSHA HAZWOPER Training
- 8-Hour Annual HAZWOPER Refresher Training, Current
- Forklift Operator, California
- USACE Construction Quality Manager, Nationwide, 2009
- DOT Security Awareness Training 49 CFR 172.704, 2016
- Cal Trains RWP Safety Training, 2005
- Shipping Hazardous Materials UPS, DOT 120 Training, 2005
- Air Shipment of Dangerous Goods IATA, DOT 105 Training, 2005
- Low Voltage Electrical Safety and Procedures Training, 2004
- First Aid Training, 2012
- Cardiopulmonary Resuscitation CPR, 2012
- H&S Program Management for Managers and Supervisors Training, 2014

### **Relevant Experience**

As a Senior Environmental Field Technician Mr. Ruiz has performed environmental compliance sampling and monitoring for projects throughout California including:

- Former GTE Government Systems Corp. Mountain View, CA
- Walmart, Target, Kohl's, Auto Zone, OSH.
- Vishay Siliconix, Santa Clara, CA
- USACE Omaha District Rapid Response, Pressure Treat, Selma, CA
- Borden - Hexion Chemical, Fremont, CA
- Pacific States Steel Corp., CA
- Tosco Oil, CA
- SBC- AT&T, CA
- CalTrans, CA
- Jasco Chemical Corp. Mountain View, CA
- USACE- Army, CA
- ABF Freight, San Jose, CA
- Raytheon, Mountain View, CA
- Coke, Salinas, CA
- Santa Clara Valley District, CA
- Valley Automated Fuels, San Jose, CA
- UPS facilities, CA

- Field O&M, Shell Oil Remediation and Monitoring Sites, Various Sites in California and Nevada. – Mr. Ruiz's primary responsibilities include field O&M of groundwater treatment systems for underground storage tank (UST)-related consulting services contract for Shell Oil Products US (Shell). In Northern California, Shaw has supported the UST environmental program management at more than 150 retail sites.
- Caltrans Central Contract, Various Locations, California. - Mr. Ruiz has performed field work under two Caltrans contracts, including monitor well groundwater sampling. Proper monitoring well sampling procedures are followed using a submersible pump or disposable, polyethylene bailers. Measurements of temperature, pH, and specific conductance of the water removed from the wells are recorded on groundwater sample collection logs. He has collected dissolved oxygen (DO) and oxidation-reduction potential (ORP) measurements in a flow-through device, prior to and after sampling of the wells. Samples are delivered to the laboratory for analyses under chain of custody procedures
- UST Environmental Corrective Action, ConocoPhillips, Multiple Sites, Northern California. – Mr. Ruiz's primary responsibilities include field O&M of groundwater treatment systems for UST-related consulting services contract for ConocoPhillips (formerly Tosco Corporation) in Northern California. Shaw has supported ConocoPhillips with UST environmental program management at more than 100 retail sites, including former Unocal 76, British Petroleum (BP), and Circle K facilities.
- Former GTE Government System Corp - Mountain View, Ca.- Mr. Ruiz has performed GW Sampling Activities, indoor- outdoor mitigation Air Sampling, O&M, Carbon change activities, operation of GW Treatment System with 25 GW extraction wells, MPDS Sampling activities. In Situ Bio-Remediation activities. Coordinate field personal and contractors, client communication and interaction with public and EPA.
- AT&T North California Facilities.- Mr. Ruiz has performed ground water sampling activities on several facilities, responsible of performing Hazardous Waste Compliance inspections on several facilities throughout California responsible for managing personal, contractors and client communication. He has performed drinking water sampling activities, MPDS manhole sampling activities, ER response activities.



## **Kirk A. Johnston**

**CB&I - Field O&M Technician  
Sacramento, CA**

### **Professional Qualifications**

Mr. Johnston has over 30 years of experience in hazardous waste mitigation. As a Foreman and Site Superintendent he has experience in performing a wide range of environmental projects involving excavation, building decontamination and demolition, tank removals, treatment cell construction, transportation and disposal of hazardous waste, and construction of soil and groundwater remediation systems. Mr. Johnston also has specialized expertise in the operation and maintenance of soil vapor, liquid extraction and liquid reinjection systems. He also has experience in marine spills, health and safety supervision, sampling and analysis and preventive maintenance. Mr. Johnston also operates a wide range of equipment which includes commercial trucking, forklifts, loaders, trackhoes and compactors. He has performed large scale soil removal, backfilling, compacting and regrading activities. He has been involved with the electrical field working with single and three phase power hook ups for remediation systems. This activity has also introduced him to the programmable logic control systems (PLC) used in the industry for large scale system controls. His latest endeavor is on a Landfill Gas to Energy project which utilizes landfill gas to operate 3 engines which produce 1 megawatt each for subsidizing import power requirements for a large commercial client.

### **Education**

Professional Military Education (PME), Machinery Technician, U.S. Coast Guard Training Center Class "A", Yorktown, Virginia

### **Registrations / Certifications / Training**

OSHA 40-Hour HAZWOPER Training and Annual Refreshers (current)  
Commercial Vehicle Over 10,000 lbs with Trailer Operator, A1805477, Active, California

### **Relevant Experience**

- Onsite Operator, Google O&M Project, Google, Inc, Mountain View, CA. Site Supt and Operator for a Landfill Gas to Energy Project which involves Operations and Maintenance of Jenbacher J320 Engines and a Gas Conditioning System for the Landfill Gas. These Systems are controlled using a PLC (Programmable Logic Control) and SCADA (Supervisory Control and Data Acquisition) Systems with remote monitoring functions.
- Site Superintendent / Lead Operator, ALZA Landfill Gas to Energy O&M, 119538, ALZA Corp, division of Johnson & Johnson, Inc, Mountain View, CA. Operation and Maintenance contract with a pharmaceutical company utilizing landfill gas (purchased from the city of Mt. View) to operate 3 engines producing 1 Megawatt per engine. The energy produced is considered green energy which qualifies the client for rebates and credits with the public utilities. This project requires operations and maintenance of a gas conditioning system and 3 Jenbacher J320 engines. The gas conditioning system dries and pumps the landfill gas to the 3 engines which are up to a mile away. The engines (Jenbacher J320) are containerized and produce up to 1 Megawatt each and also utilize heat recovery thus making this a cogeneration system. All of the systems are designed to minimize or remove the need for import power from the utilities at their facilities located in Mountain View California. Our role is to provide onsite support to keep the gas skid and engines operational and mechanically maintained for maximum power outputs. On-Call 24 hrs a day with 2 hour response time for system shutdowns.
- Foreman/Operator/Alt Superintendent, Crows Landing Flight Facility (CTO-86), Navy RAC II contract, Crows Landing, CA. Direct and assist with soil removal from suspected contaminated areas. Potential unexploded ordnance buried in excavation areas. Backfilled excavations after sampling.

- Field Maintenance Technician, Hunters Point Shipyard (CTO-82 and EMAC CTO-01), Navy RAC II Contract, San Francisco, CA. Operate and maintain landfill barrier pumping system consisting of 9 extraction wells which discharge to the city of San Francisco's sanitary sewer.
- Site Electrician, Treasure Island Naval Training Center (CTO-102), Navy RAC II Contract, San Francisco, CA. Installation of a Bio remediation system to treat a 5 acre contaminated groundwater plume. Contaminants of concern were TCE and PCE.
- Site Electrician, Alameda Naval Air Station (CTO-60), Navy RAC II Contract, Alameda, CA. Installation of 3 six phase soil heating units. Chlorinated solvents were the contamination of concern. This project combined cutting edge technologies which used electrodes to heat the subsurface soils and groundwater to above boiling temperatures and then capture the contamination using soil vapor extraction.
- Foreman / Alt Superintendent, Hunters Point Shipyard (CTO-33), 820425, Navy RAC II Contract, San Francisco, CA. This remedial action required the installation of 7 Soil Vapor Extraction Systems (SVE). Tasks included the installation of all piping to tie in 63 vapor extraction wells. Directed crew and subcontractors to complete tasks.
- Foreman/Alt Superintendent, Hunters Point Shipyard (CTO's 82, 81, 25, 30 & 33), Navy RAC Contract, San Francisco, CA. Operation and Maintenance of groundwater extraction system in Parcel E. Remedial action for Parcel B including excavations, backfilling, transportation and disposal of solid waste, steam line removal, asbestos removal, well closures, industrial waste line removal, building ducting removal and disposal, consolidated waste found in buildings throughout Hunters Point. Secured all buildings in parcel B. Plow and seed 14 acre landfill cap and install a watering system to mature vegetation. Complete a treatability study to develop details and information necessary to determine the applicability of an In Situ chemical oxidation system in various locations. Installation of 7 soil vapor extraction systems (SVE), including the installation of all piping and electrical components associated with the tie in of 63 soil vapor extraction wells. Provide operation and maintenance (O&M) of above systems.
- Senior Operator, Chemical Sales, USEPA, Denver, CO. In charge of start up and 90 day operation and maintenance (O&M) of a 3,000 CFM soil vapor extraction and air sparging system to treat chlorinated solvent contaminated soils. Treatment system included 3-1,000 CFM vacuum pumps, 3-600 CFM air sparge compressors, 2-4,000 lb resin absorbers (filled with zeolite) and a 500 CFM thermal oxidizer with caustic scrubber for regenerating the resin beds. All of the above mention equipment was computer controlled via a programmable logic control system (PLC) through a computer link to the control room. The wellfield consisted of 23-4" vapor extraction wells and 80-2" air sparge wells.
- Foreman/Assistant Superintendent, CET Environmental, Inc., Field Operations, Tustin, CA. General construction Foreman on commercial and government projects which involved installation and operation and maintenance (O&M) on large and small remediation systems. These systems included Soil Vapor Extraction (SVE), groundwater pump and treat and soil thermal desorption. Mr. Johnston also filled in as an assistant superintendent on some projects.
- Site Foreman O&M, Golden Eagle Refinery/Western Fuel Oil/Burlington Northern/Metropolitan Transit Authority/Paramount Petroleum/J&M Oil/EPA-Toro Creek/Texaco/Unocal, Various Locations in Southern California. In charge of daily and weekly operations and maintenance (O&M) of various projects which utilized Soil Vapor Extraction (SVE), groundwater extraction and treatment, Oil and Water separators and Vapor incineration of both chlorinated and nonchlorinated volatile organic compounds (VOC's).
- Operation Foreman, Ocean Park Lead, USEPA Region 9, Santa Monica, CA. Operations Foreman for the removal and disposal of lead based paint at an area daycare center. This project required internal and external sampling to ensure effective removal.
- Operations Foreman, Casmalia Landfill, USEPA Region 9, Santa Maria, CA. Proficiency upgrades and safety upgrades for leachate/groundwater treatment system for an inactive Class I hazardous waste treatment, storage and disposal facility undergoing closure. Wastes were deposited from 1972 through 1989 without a liner or leachate collection system, thus contaminating the groundwater. Volatile Organic Compounds (VOC's) were found at levels as high as 140,000,000 parts per billion (ppb).

- Operations Foreman, Pernaco, Inc., USEPA Region 9, Maywood, CA. Demolition of structures, removal of drums, removal of 30 underground storage tanks (UST's) and the design, installation and operation of a Soil Vapor Extraction System (SVE).
- Operations Foreman, Toro Creek, USEPA Region 9, Montecito, CA. Installation of a passive oil/water separator and recovery tank to recover crude oil and water from an abandoned oil well along an adjacent creek bed. After the installation of the recovery system there was an aggressive clean up along a 1 mile stretch of the creek bed downstream.
- Operations Foreman, Western Fuel Oil, Land Bank, San Pedro, CA. This project involved soil excavations and the design and installation of a large scale bioremediation system. The systems installed and operated were divided into two distinct systems. Both systems utilized 100 air sparge wells and 130 vapor extraction wells. The chlorinated wells were sent into a heated catalyst system with acid scrubber and the nonchlorinated wells were treated using incinerators. This remedial action was required to lower contamination in the subsurface for future land development into an industrial park.
- Operations Foreman, Golden Eagle, Lamar, Carson, CA. Installation, start up and operation of a large scale Soil Vapor Extraction (SVE) and Air Sparge (AS) system. This site involved installation of over 300 wells on a 74 acre site which was fast tracked for quick property turn over for industrial development. Over 20,000 feet of trenching and 80,000 feet of piping were installed in 18 days. Activities also included operation and maintenance of a methane barrier at the landfill area.
- Operation Foreman/Assistant Superintendent, Bingham Creek, Arco (Anaconda Mining), Salt Lake City, UT. Removal and restoration of 73 residential yards contaminated with lead and arsenic. Over 50,000 cubic yards were removed and transported to an, installed, impound facility which was built using a geocomposite clay liner (GLC) and 40-mil high-density polyethylene (HDPE) cover with a soil encasement.
- Operations Foreman/Assistant Superintendent, Davis Global, US Air Force, McClellan AFB, Davis, CA. Design and install equipment and facility upgrades to the existing groundwater treatment plant and soil vapor extraction systems at the Global Communications site in Davis, Ca.
- Foreman/Assistant Superintendent, Central Eureka Mine, USEPA Region 9, Sutter Creek, CA. Removal and restoration of lead and arsenic contaminated soils from the yards of 41 residential homes. Removed bushes, trees, plants and debris from an adjacent creek area. Contaminated soils were impounded at a local area for future disposal. Restoration activities utilized local sub contractors and labor.
- Field Technician, Montrose, USEPA Region 9, Torrance, CA. DDT impacted soils removal from residential backyards. Impacted soils were removed from site via roll off bins. Extreme care was taken to reduce community contamination.
- Operations Foreman, Unocal Hanford, Unocal, Hanford, CA. Installation of groundwater monitoring wells and excavation activities at a liquid fertilizer storage and distribution facility. The contaminants of concern included nitrates, heavy metals and radionuclides.
- Operations Foreman/Superintendent, Foothill Thrift, Foothill Thrift and Loan, Vernon, CA. Excavation and removal of seven underground storage tanks (UST's). 825 tons of excavated diesel contaminated soils were treated using low temperature thermal desorption and used for final backfill of site.
- Operations Foreman/Superintendent, Tesoro Woodland Hills, Tesoro, Woodland Hills, CA. Excavation and treatment of 4,300 tons of gasoline and waste oil contaminated soils using low temperature thermal desorption. Processed soils were used as final backfill to return site for commercial use.
- Operation Foreman, Webb Automotive, Webb Automotive, Los Alimitos, CA. Construction and installation of a bioventing system for treating gasoline impacted soils and a bioremediation cell for treating waste oil impacted soils.

- Operations Foreman, USCO Bellem, USCO, Santa Anna, CA. Operation and Maintenance (O&M) of a groundwater treatment system to treat a solvent release. Cleanup met with regional water quality control board (RWQCB) requirements for closure.
- Operations Foreman/Superintendent, Chevron Refinery, Chevron, El Segundo, CA. Install, operate and maintain 3 Soil Vapor Extraction Systems (SVE) attached to natural gas fired incinerators with a total flow rate of 5,000 CFM from 130 vapor recovery wells. Install, operate and maintain 63 dual pump wells for free product recovery. Install, operate and maintain a groundwater filtration system for reinjecting groundwater into 27 injection wells. Provide client relations and reports daily. Set up and maintain operator training records and general supervision of up to 14 operators. Set up and maintain spare parts inventory for all systems listed above.
- Foreman, CPC Marine terminal, Chinese Petroleum Corp., Kaohsiung, Taiwan. Installation and start up of oil recovery system. System required due to marine terminal pipeline leak into residential area.
- Pollution Control Technician, Chevron Pipeline / Boise, Chevron U.S.A., Boise, ID. Installation, operation and maintenance of 10 dual phase liquid extraction wells required due to an underground pipeline leak.
- Pollution Specialist/Assistant Mechanic, Environmental Emergency Services, Riedel Environmental Services, Portland, OR and Richmond, CA. Provided 24 hr On Call for clean up of oil and chemical spills, placement of containment boom around ships while fueling, assistant mechanic for marine related equipment including jet boats, outboard motors and various sized water discharge pumps.

## **Guy Worthington - President / CEO (2000 - Present)** **Blue Sky Environmental, Albany, CA**

Started an independent business providing industry with quality source emissions testing services to local Northern California companies. Over 200 compliance source tests performed annually for over 100 clients. California Air Resources Board certified Approved Contractor.

### **SKILLS**

Expertise in project design, management and execution, including the training, planning and supervision of technicians and tasks. Excellent communication skills and leadership ability. Great attention to detail and high quality assurance standards.

### **PRIOR EXPERIENCE**

#### **Senior Project Manager: 1992 - 1999** **Best Environmental, San Leandro, CA**

Responsible for professional execution of source testing projects that require the quantification of airborne pollutants (e.g., NO<sub>x</sub>, CO, SO<sub>2</sub>, Hydrocarbons, Particulates, toxic compounds and elements) from industrial sources (e.g., refineries, engines, boilers, incinerators, turbines, chemical processes etc). Duties include:

- Marketing and client service – excellent rapport and client loyalty record
- Technician training in source test procedures. Initiated training program
- Ensuring complete preparation and performance of source tests
- Writing cost quotations and designing test methodologies for source testing services
- Writing source test plans to submit to the government agencies for test approval
- Compiling, presenting and analyzing data in a final report
- Equipment and procedural design, construction, trouble-shooting and repair
- Equipment calibration & training
- Writing basic HP calculator programs, creating excel spreadsheets and producing word documents
- Editing / Reviewing project proposals and final reports

#### **Manager: 1991 – 1992** **Galson Corporation, Berkeley, CA**

Responsible for managing the source test group that consisted of project managers and technicians. This included managing personnel, schedules and projects, marketing, leadership, client service, writing proposals, writing source test plans, planning and executing source tests, writing final test reports

#### **Technician/Project Manager/Manager: 1986 – 1991** **Thermo Analytical Norcal, Richmond, CA**

Began as a technician and soon became the Senior Project Manager, and finally the Group Manager responsible for all the source testing projects, the project managers and technicians including managing personnel, schedules and projects, marketing, leadership, training, conducted performance reviews and made compensation recommendations, client services, writing proposals, writing source test plans, planning and executing source tests, writing final test reports

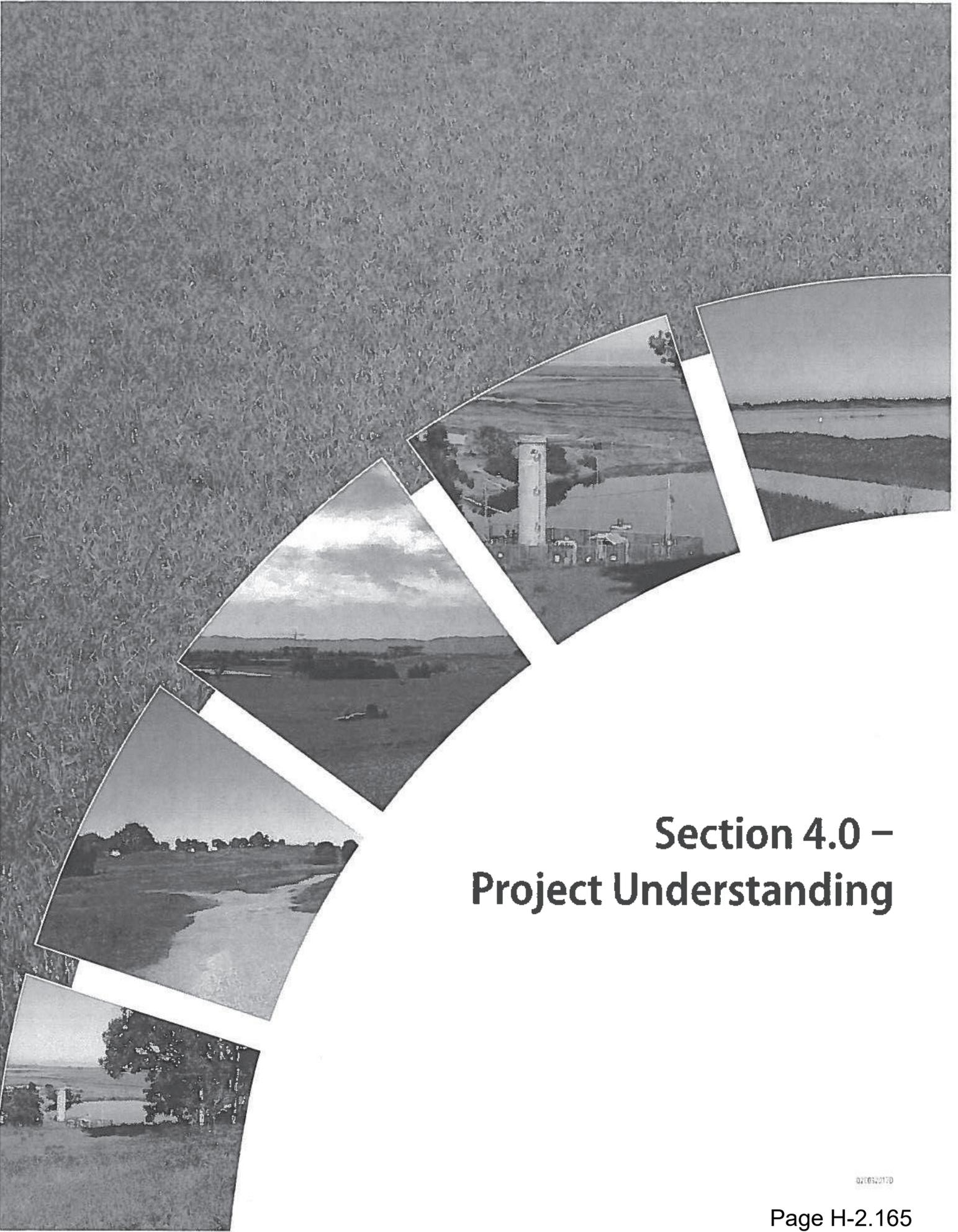
#### **Teaching Assistant: 1983 - 1986** **Simon Fraser University, Burnaby, B.C.**

Conducted and evaluated undergraduate laboratory classes in Hydrology and Physical Geography.

### **EDUCATION**

**Simon Fraser University – Burnaby, B.C., Canada, Graduate study, Geography**

**London University – Queen Mary College, London, U.K., B.A., Geography**



## Section 4.0 – Project Understanding



## 4.0 - Project Understanding & Approach

CB&I provides this detailed description of our understanding of the requested scope of services and our approach for managing the project, accomplishing project milestones and deliverables, financial monitoring, QA/QC, project coordination, and ability to provide emergency response to equipment malfunctions within 8 hours of a call-out service request.

### 4.1 Project Understanding

CB&I understands that the City requires a qualified consultant to provide the necessary services to perform O&M services for the leachate management system and GCCS at the Landfill. Further, these O&M services must comply with all regulatory requirements and requirements under the following permits:

#### Leachate, Groundwater, and Surface Water:

- Waste Discharge Requirements Order 97-073 (WDR)
- Mandatory Wastewater Discharge Permit No. WB 120930 (MWDP)

#### GCCS:

- BAAQMD Permit No. AP25623

#### Other Landfill Permits:

- San Francisco Bay Conservation and Development Commission (BCDC).
- San Mateo County Environmental Health, Solid Waste Program

### 4.2 Project Approach

CB&I has provided below a detailed description of our approach for each of the five (5) Task Orders as outlined in RFP:

- Task 1 – Routine Monitoring, Operating, and Maintenance Services
- Task 2 – Sampling and Analysis
- Task 3 – Monitoring and Analysis Reports
- Task 4 – On-Call Maintenance and Repair Work
- Task 5 – Project Management

#### **Task 1 – Routine Monitoring, Operating, and Maintenance Services**

CB&I will be responsible for operating and conducting routine monitoring of the leachate system and GCCS as detailed below under Subtasks 1a and 1b.



### ***Subtask 1a - Leachate***

Under Subtask 1a, CB&I will perform the following tasks on a monthly basis:

- Monitor and record:
  - the flow at all leachate flow meters,
  - pump run-times,
  - piezometer levels,
  - sump levels, and
  - other pertinent parameters and activities.
- Monitor and adjust the leachate system in accordance with the flow requirements set in Permit MWDP No. WB 120930 based on field measurements;
- Observe and record maintenance and repair needs;
- Perform routine maintenance on the leachate system to ensure that it is operating efficiently;
- Observe and record major (non-routine) repair needs;
- Perform other necessary tasks as required to ensure regulatory compliance; and
- Provide all the monitoring and operating data for the monthly reports as described under Task 3.

### ***Subtask 1b - GCCS***

Under Subtask 1b, CB&I and FORTISTAR will perform the following tasks:

- A minimum of monthly, monitor and adjust the GCCS components to ensure that the system is operated efficiently and in accordance with all permit requirements. This will meet permit and BAAQMD requirements.
- A minimum of monthly, adjust GCCS valves to ensure adequate gas flow, to reduce the migration of surface gases, and to minimize odors as needed. This will meet permit and BAAQMD requirements;
- A minimum of monthly, monitor gas wells, condensate traps, laterals headers, blowers, flare and other GCCS components. This will meet permit and BAAQMD requirements;
- Typically on a weekly basis, CB&I and Fortistar will monitor and record the flare operating parameters (temperature and pressure), gas quality (% methane, carbon dioxide, oxygen, balance), gas flow and temperature, blower operating parameters (temperature, pressure, valve positions, run time hours), condensate system conditions and will confirm that the flare operating parameters are being recorded on the continuous data recorder (Yokogawa). This will meet permit and BAAQMD requirements;
- Weekly conduct a general inspection of the flare station operations including:
  - Alarm history;
  - Current operating conditions;
  - Condensate management system functioning properly;
  - Air compressor system functioning properly;
  - Data recorder functioning properly;



- Sump pumps functioning properly;
  - Check well field vacuum;
  - Verify the City's SCADA system is receiving data;
  - Check flow and vacuum historical data since previous week to determine if any variations or shut downs occurred; and
  - Other general operational parameters.
- A minimum of monthly, download and review the data from the continuous data recorded (Yokogawa) to ensure flare data is being recorded properly and operations are within the requirements of the permit and BAAQMD Rules and Regulations;
  - Measure and record on a monthly basis the static pressures, temperature and percent content (methane, carbon dioxide, oxygen, balance) of the landfill gas at each of the wellheads as well as the liquid levels in the wellheads;
  - Calibrate on a monthly basis the analytical equipment;
  - Record / document all GCCS activities;
  - Inspect and maintain the flare in accordance with the manufacturer's requirements;
  - Perform routine maintenance on the GCCS to ensure that it is operating efficiently;
  - Observe and record major (non-routine) repair needs;
  - Ensure that the analytical equipment used is calibrated and certified;
  - Any other necessary tasks as required / as needed to ensure regulatory compliance; and
  - Provide all the monitoring and operating data for the monthly reports as described under Task 3.

In addition to the above monitoring activities, CB&I will perform adjustments to the leachate system and GCCS in case of system failure and needed repair work. CB&I will have the availability to arrive at the site and respond to equipment malfunctions and emergencies within 8 hours of the call-out service request.

## **Task 2 – Sampling and Analysis**

CB&I will be responsible for the development of sampling protocols and complying with all sampling and analytical requirements required by the applicable Landfill permits. Analysis of constituents will be conducted by a certified laboratory — **BC Laboratories**.

### *Subtask 2a - Leachate*

Under Subtask 2a, CB&I will be responsible for complying with the water quality monitoring and reporting requirements required by WDR Order 97-073. These requirements include, but are not limited to:

#### WDR Order 97-073:

- Quarterly sampling and analysis of the leachate;
- Semi-annual sampling and analysis of the groundwater;
- Semi-annual sampling and analysis of the surface water;



- Semi-annual site inspections;
- Preparation and submittal of all monitoring reports to the applicable regulatory agencies on behalf of the City (as described under Task 3).

Further, CB&I will be responsible for complying with the leachate water quality monitoring and reporting requirements required by MWDP No. WB 120930. These requirements include, but are not limited to:

MWDP No. WB 120930:

- Quarterly sampling and analysis for specific constituents required by MWDP No. WB 120930; and
- Monthly flow measurements and reporting.

*Subtask 2b - GCCS*

Under Subtask 2b, CB&I will perform all GCCS sampling and analysis requirements pursuant to the BAAQMD. Specifically, CB&I will conduct surface emissions monitoring on a quarterly basis measuring the methane gas concentrations in parts per million off the surface of the Landfill within numbered grids. Exceedances will be flagged in the field and marked on the grid map. Then, prior to leaving the site, CB&I will notify the City of any exceedances such that the City may visit to investigate and schedule repairs. Note that cover repairs and re-testing are not included in CB&I's cost proposal.

In addition, CB&I will conduct source testing of the flare as required by the permit. The last source test was conducted on January 7, 2014. The source test is due every four (4) year in accordance with the BAAQMD Permit. CB&I recommends that the next source test be conducted December of 2017 which would allow time to make any required repairs and conduct a re-test prior to the January 7, 2018 deadline. Note that such repairs re-tests are not included in CB&I's cost proposal. **CB&I's cost proposal includes two (2) flare source tests** since the contract is for five (5) years.

**Task 3 – Monitoring Reports**

Under Task 3 services, CB&I will prepare all monthly, semiannual and annual monitoring reports as required by the City and in accordance with the regulatory requirements of the Landfill permits. CB&I will submit these reports to the applicable permit agencies on behalf of the City. All reports will include a description of the site and landfill systems, evaluation criteria, explanation of any calculations, certified analytical results, monitoring and inspection summaries, field and laboratory records, maps and figures, and any recommendations. All reports will be submitted in draft form to the City for review and comment, and subsequently finalized with any City comments prior to their submittal to the permitting agencies.

*Subtask 3a - Leachate, Groundwater, and Surface Water*

Under Subtask 3a, CB&I will be responsible for the preparation and submittal of all monitoring and analysis reports complying with the water quality reporting requirements contained in WDR Order 97-073 and MWDP No. WB 120930. Specifically, CB&I will provide the following:

WDR Order 97-073:

- Preparation and submittal of semi-annual reports due in April and October of each year



**MWDP No. WB 120930:**

- Preparation and submittal of monthly leachate reports.

***Subtask 3b - GCCS***

Under Subtask 3b, CB&I will be responsible for the preparation and submittal of all monitoring and analysis reports complying with the GCCS reporting requirements of BAAQMD. Specifically, CB&I will be responsible for performing the following:

- Preparation and submittal of monthly and quarterly reports that include a summary of the GCCS monitoring data and maintenance activities; and
- Maintaining accurate records and access to the records / monitoring data for a period of 5 years. Data storage should be duplicated by the City and conducted at the City offices.

**Task 4 – On-Call Maintenance and Repair Work**

Under Task 4, CB&I will provide all the necessary labor, equipment and materials to perform maintenance and repair work on the leachate system and GCCS on an on-call and as-needed basis. The work may be based on maintenance and repairs needs identified during routine inspections, system failures, and any other work requested by City Staff. CB&I will provide an estimated cost of the on-call work and will seek authorization from the City prior to proceeding.



## Task 5 – Project Management

Under Task 5, CB&I will provide project management support, as required, and will include the following:

- Coordinate and conduct meetings with City staff and permit agencies;
- Conduct site visits with City staff;
- Assist with and review permit expiration dates, application renewal processes, monitoring and maintenance regulations; and
- Develop recommendations and cost estimates for improving the performance of the landfill environmental control systems.

### 4.3 CB&I's Project Management and Coordination

CB&I understands the importance of client coordination and project controls for meeting the needs of our clients in a cost-effective and efficient manner. This section summarizes our project management and coordination approach.

#### *Cost and Schedule Control*

CB&I will control the project costs using a number of tools and resources to support cost control measures. Our project management system was developed specifically for tracking engineering design and construction contracts. The system brings us: real-time cost tracking and forecasting; integrated planning, estimating, and scheduling; customized cost reporting and invoicing; and modification planning and schedule analysis. The Project Manager (Dan Easter) evaluates the project's physical completion against the costs-to-date and schedule. The system also includes a fully integrated suite of options for monitoring vendor and subcontractor budgets as well as outstanding purchase orders and committed costs.

The first control begins at the definition of the project and its individual tasks in the Work Order. No project activities are performed and no charges are posted to a project account until an executed Work Order is in place, and each Work Order must specify an exact scope of services, a schedule, and budget. No exceedances of budget or work scope are allowed without written client approval (in urgent situations an e-mail approval is sufficient). Thus costs are controlled by careful communication and documentation of project expectations between the client and CB&I, and by strict adherence to agreed-upon work scopes and budgets (as well as schedules). Second, the Project Manager will staff the project tasks with the appropriate level personnel, taking into consideration task difficulty, labor costs and resource availability. The Project Manager develops a cost and time budget by individual task and employee, which is provided to the employees performing project work.

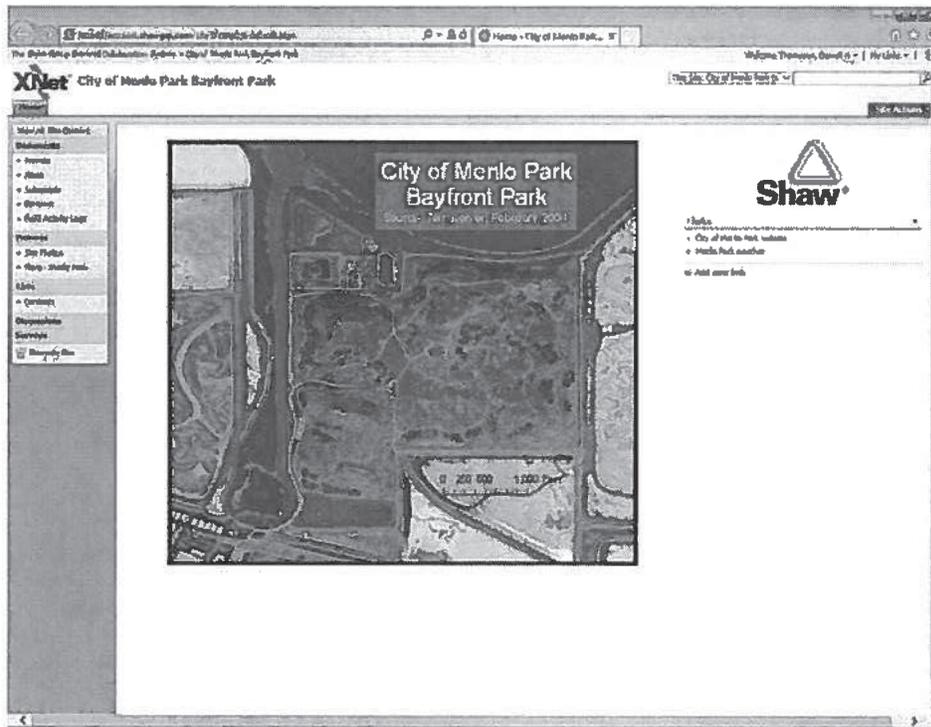
CB&I will provide a customized summary report of all ongoing and completed project tasks using our management tracking system. The report will detail project status, authorized funds, expenditures to date, unbilled balance, contract amount remaining, an estimate of completion, and an invoicing schedule. This level of direct communication between the City and CB&I's project team encourages proactive decision-making and results in improved performance, thereby saving time and money. Clear and concise progress and cost reports will keep the City informed and up-to-date on project activities. Formal progress meetings can be scheduled at the request of the City on a regular basis or as needed.



### *Project Tracking, Updates, and Billing*

CB&I will be tracking the project similarly to how we have tracked the groundwater, leachate, and stormwater project for the last 20 years or more. CB&I maintains impeccable field notes which are utilized in preparation of semi-annual reports, monthly reports, and quarterly reports. Our reports will highlight compliance with permit conditions, upcoming deadlines, and any issues warranting maintenance or follow-up actions. Below is an example of a cover sheet for CB&I's project management report.

CB&I has a "Web Portal" for use by project personnel and the City's personnel. Through the portal, the City may download all reports, field logs, maps, drawings, operational data, laboratory data, and other pertinent project information from any authorized computer. CB&I can program the portal to alert users as to when new information has been posted.



Billing (invoicing) will be done on a monthly basis. For this project, CB&I will propose monthly lump sum fees for routine 1) groundwater, leachate, surface water related work and 2) landfill gas system related work. Should any non-routine maintenance be required, CB&I will prepare a cost estimate of the work and will request approval for this work prior to making repairs or maintenance. Such non-routine work will be tracked on a time and materials basis and invoiced as a separate line item on the monthly invoice. Below is an example of a CB&I invoice.



**Example 1. Project Management Report**

July 1, 2016

*CLIENT NAME*

*CLIENT ADDRESS*

Subject: Project No. XXXX, June 2016 Project Management Report  
XXXX – Leachate and GCCS O&M Services

Dear *CLIENT NAME*:

The following project management report summarizes the activities performed by CB&I during June 2016 for the subject project:

**Task Order 1.0 – Leachate Services**

*Subtask 1.1 – O&M Services*

CB&I has provided leachate O&M services for the ABC Landfill for May and June 2016.

**Task Order 2.0 – GCCS Services**

*Subtask 2.2 – Sampling & Testing*

CB&I has performed the 2016 second quarter sampling and testing activities for the ABC Landfill.

**Percent Complete Summary**

Estimated percent completion of the task orders discussed above are provided in the attached tables. If you should have any questions concerning this project management report, please contact me at (XXX) XXX-XXXX.

Sincerely,  
CB&I

*PROJECT MANAGER NAME*



**Example 2. Invoice**

## INVOICE

Sample Industries, Inc.  
Attn: Accounts Payable  
123 ABC Street  
Anywhere, USA 98765

Invoice Number: **23947-R8-0565**

Invoice Date: 01/15/2017  
Billing Through: 01/14/2017  
Payment Terms: Due Upon Receipt  
Client Number: 115599  
Client Order Number:

Project Num: 123456  
Project Name: New Sample Project

Project Mgr: John Doe  
CBI Contract No: 123456

**Account Notes**

\*\*\* VENDOR # 55155 \*\*\*  
Project: SAMPLE Project  
Please reference invoice number on check for proper credit.  
Services consisted of: ANCHOR services.

Cost Cd	Cost Cd Description	Date	Units	Rate	Amount
01					
0101	PERMIT				
010103					
01010340	Reports				
	ST Labor				
	Jane, Smith M.	THRE			
	Engineer/Scientist III	12/18/2016	1.00	98.00	98.00
	Jones, Michael L.	THRE			
	Engineer/Scientist III	12/19/2016	1.00	98.00	98.00
	DOE PERMIT				
					TOTAL FOR: Reports
					196.00
					TOTAL FOR: DOE PERMIT
					196.00
99					
9999					
999999	Revenue				
99999999	RE Fixed Fees Communications Fee				
					TOTAL FOR: Revenue
					5.40
					Sub Total:
					196.40
					Total Taxable Amount:
					.05
					Total Tax:
					.00
					TOTAL FOR: ***** This Invoice *****
					196.40

Page 1

**TABLE 3**  
**Bodwell Bayfront Park Landfill - O & M of Leachate and GCCS**  
**Summary of Activities, Schedules, and Deliverables**

Agency /  
 Permit No. 2

Deliverable Date 1

Deliverable 1

Activity Date

Frequency

Item

**GAS COLLECTION AND CONTROL SYSTEM (GCCS):**

<p><b>GCCS Components (wells, cond. traps, header, etc.):</b>                  GCCS components - monitoring and O&amp;M                  GCCS wellfield tuning / adjustments</p>	<p>Weekly</p>	<p>Apr 1, 2017 to May 30, 2022</p>	<p>Weekly field logs / field reports included in Monthly and Quarterly Reports</p>	<p><u>Monthly Reports:</u>                  4/1/2017 to 5/30/2022  <u>Quarterly Reports:</u>                  Mar.31 (2018 thru 2022)                  Jun.30 (2017 thru 2021)                  Sep.30 (2017 thru 2021)                  Dec.31 (2017 thru 2021)</p>	
<p><b>LFG Extraction Wells (72 wells):</b>                  Measure at wellheads - pressure, temperature, % gas content, liquid level</p>	<p>Monthly</p>	<p>Apr 1, 2017 to May 30, 2022</p>	<p>Monthly field logs / field reports included in Monthly and Quarterly Reports</p>	<p><u>Monthly Reports:</u>                  4/1/2017 to 5/30/2022  <u>Quarterly Reports:</u>                  Mar.31 (2018 thru 2022)                  Jun.30 (2017 thru 2021)                  Sep.30 (2017 thru 2021)                  Dec.31 (2017 thru 2021)</p>	
<p><b>LFG Flare (A-3):</b>                  1) Source test                  2) Analytical chemical characterization                  3) Temperature continuous                  4) Flare operating parameters (temperature, gas quality, flows, etc.)                  5) Flare Emissions Calculations and Recordkeeping</p>	<p>1) 4 Years                  2) 4 Years                  3) Contin.                  4) Weekly                  5) Monthly</p>	<p>1) <u>Dec 1<sup>st</sup></u>: 2017 &amp; 2021                  2) <u>Dec 1<sup>st</sup></u>: 2017 &amp; 2021                  3) Continuous                  4) Apr 1, 2017 to May 30, 2022                  5) Apr 1, 2017 to May 30, 2022</p>	<p>1) Draft &amp; Final Reports                  2) Draft &amp; Final Reports                  3) Temperature charts maintained on-site 5 yrs                  4) Draft &amp; Final Reports                  5) Field logs / field reports</p>	<p>1) <u>Jan 15</u>: 2018 &amp; 2022                  2) <u>Jan 15</u>: 2018 &amp; 2022                  3) Maintained on site                  4) and 5) below  <u>Monthly Reports:</u>                  4/1/2017 to 5/30/2022  <u>Quarterly Reports:</u>                  Mar.31 (2018 thru 2022)                  Jun.30 (2017 thru 2021)                  Sep.30 (2017 thru 2021)                  Dec.31 (2017 thru 2021)</p>	<p>BAAQMD                  Permit Applic. No. 2639                  / Plant No. 3499</p>
<p><b>Other:</b>                  Calibrate analytical equipment</p>	<p>Monthly</p>	<p>Apr 1, 2017 to May 30, 2022</p>	<p>Monthly field logs / field reports included in Monthly and Quarterly Reports</p>	<p><u>Quarterly Reports:</u>                  Mar.31 (2018 thru 2022)                  Jun.30 (2017 thru 2021)                  Sep.30 (2017 thru 2021)                  Dec.31 (2017 thru 2021)</p>	

**TABLE 3**  
**Bedwell Bayfront Park Landfill - O & M of Leachate and GCCS**  
**Summary of Activities, Schedules, and Deliverables**

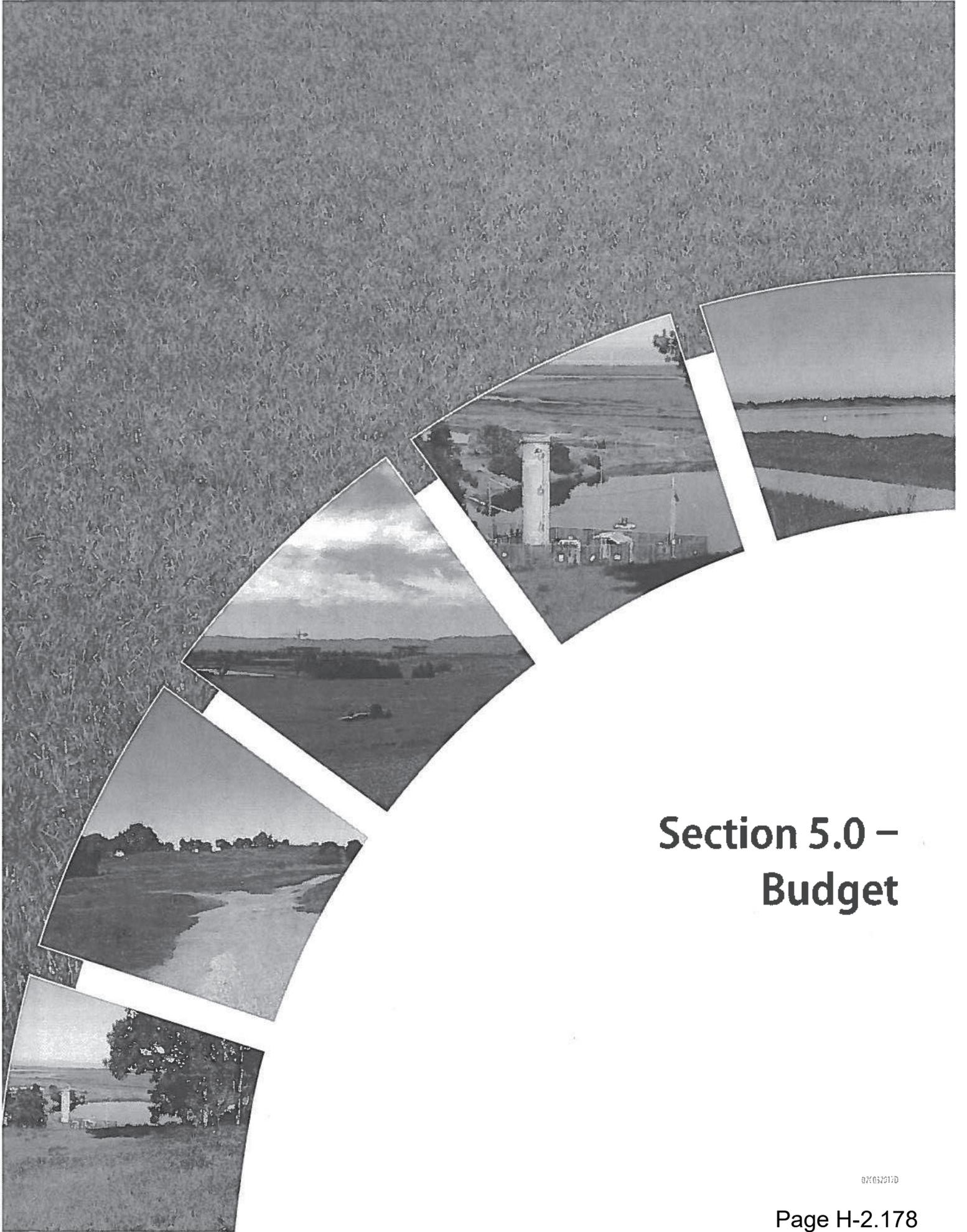
Item	Frequency	Activity Date	Deliverable 1	Deliverable Date 1	Agency / Permit No. 2
<b>LEACHATE:</b>					
<u>Leachate Extraction Sumps (12)</u> <u>1 thru 11, and 4A:</u> Discharge Volumes Pump run-times Sump liquid levels Inspections and O&M activities (as needed) Monitor / adjust extraction system (as needed) Recordkeeping (maintenance, repairs, adjustments)	Monthly	Apr 1, 2017 to May 30, 2022	Monthly Letter Report	Apr 1, 2017 to May 30, 2022	WBSD / SBSA - MMDCP (WB120830)  RWQCCB - WDR No. 97-093
<u>Sanitary Sewer Manhole S-1: (4)</u> Sampling and Analysis Monitoring & Analysis Reports	Quarterly Quarterly & Semi-Annual	<b>Sampling and Analysis:</b> Jan.1 - Feb.15 (2018 thru 2022) Apr.1 - May 25 (2017 thru 2021) Jul.1 - Aug.15 (2017 thru 2021) Oct.1 - Nov.15 (2017 thru 2021)	Draft & Final Quarterly and Semi-Annual Reports (see below for Semi-Annual)	<b>Quarterly Reports:</b> Mar.31 (2018 thru 2022) Jun.30 (2017 thru 2021) Sep.30 (2017 thru 2021) Dec.31 (2017 thru 2021) <b>Semi-Annual Reports:</b> Apr. 30 (2017 thru 2022) Oct. 30 (2017 thru 2021)	
<u>Leachate Monitoring Wells (6)</u> <u>GR-1, GR-3, GR-8 thru GR-9:</u> Leachate liquid level measurements					
<u>Leachate Piezometers (5)</u> <u>P-1 thru P-5:</u> Leachate liquid level measurements					
<u>Groundwater Monitoring Wells (7)</u> <u>G-2 thru G-8:</u> Water level measurements Sampling and Analysis	Semi-Annually	<b>1st Semi-Annual Event:</b> Feb.1 thru Mar.31 (2018 thru 2022) <b>2nd Semi-Annual Event:</b> Aug.1 thru Sept.30 (2017 thru 2021)	Draft and Final Semi-Annual Monitoring & Analysis Reports (see below)	<b>1st Semi-Annual Event:</b> Apr.30 (2017 thru 2022) <b>2nd Semi-Annual Event:</b> Oct.30 (2017 thru 2021)	RWQCCB - WDR No. 97-093
<u>Surface Water Monitoring (2)</u> <u>SW-1 and SW-2:</u> Sampling and Analysis					
<u>Seepage Monitoring and Site Inspections</u>					

**TABLE 3**  
**Bedwell Bayfront Park Landfill - O & M of Leachate and GCCS**  
**Summary of Activities, Schedules, and Deliverables**

Item	Frequency	Activity Date	Deliverable <sup>1</sup>	Deliverable Date <sup>1</sup>	Agency / Permit No. <sup>2</sup>
Semi-Annual Monitoring & Analysis Reports	Semi-Annually	4 to 6 weeks prior to due date	Draft & Final Reports	Apr. 30 <sup>th</sup> and Oct 30 <sup>th</sup> ; Apr. 2017 thru Apr. 2022	
Annual Monitoring & Analysis Reports <sup>3</sup>	Annually	4 to 6 weeks prior to due date	Draft & Final Reports	Apr. 30 <sup>th</sup> ; Apr. 2017 thru Apr. 2022	

**Notes:**

1. ALL REPORTS will be submitted in DRAFT to the City for review, comment, and approval — a minimum of 3 to 4 weeks prior to the deliverable due date of the Final Report to the corresponding Agency / Authority.
2. Permitting Agency / Authority Acronyms are as follow:  
 BAAQMD - Bay Area Air Quality Management District  
 WBSD / SBSA - West Bay Sanitary District / South Bayside System Authority  
 MWDF (WB120930) - Mandatory Wastewater Discharge Permit (West Bay 120930)  
 RWQICB - WDR No. 97-093 - Regional Water Quality Control Board (Waste Discharge Requirements No. 97-493)
3. The Annual Monitoring & Analysis Reports will be submitted / combined with the Second Semi-Annual Reports.
4. The Semi-Annual Reports will include the Quarterly monitoring for Sanitary Sewer Manhole Monitoring at S-1.



## Section 5.0 – Budget



## 5.0 - Proposed Budget

The table on the next page includes CB&I's proposed fees on an annual basis. On an annual basis, CB&I will perform the Scope of Services requested for a lump sum fee of \$159,200. On a monthly basis, this equates to \$13,266 monthly. For a five-year contract, the total fee would be \$796,000.

Note that the annual budget above includes:

- Two source tests (December 2017 and December 2021)
- Annual flow meter calibration check
- Weekly, monthly, quarterly monitoring, maintenance, and reporting tasks per scope.





**CB&I Environmental & Infrastructure, Inc.  
2017 - 2022 Fee Schedule**

<u>Title</u>	<u>Rate Range</u>	
	Low	High
<b>Professional Level V</b>		
Project Scientist	\$172.00	\$199.00
Engineer	\$193.00	\$202.00
<b>Professional Level IV</b>		
Client Program Manager	\$221.00	\$225.00
Project Manager	\$232.00	\$243.00
Project Scientist	\$152.00	\$159.00
Engineer	\$138.00	\$151.00
Designer	\$137.00	\$142.00
Technican	\$91.00	\$99.00
Administrator Assistant	\$79.00	\$89.00
<b>Professional Level III</b>		
Client Program Manager	\$181.00	\$194.00
Project Manager	\$185.00	\$193.00
Project Scientist	\$127.00	\$140.00
Engineer	\$115.00	\$126.00
Designer	\$114.00	\$120.00
Technician	\$74.00	\$80.00
Administrator Assistant	\$66.00	\$80.00
<b>Professional Level II</b>		
Client Program Manager	\$169.00	\$181.00
Project Manager	\$166.00	\$181.00
Engineer	\$94.00	\$103.00
Designer	\$90.00	\$98.00
Technican	\$60.00	\$67.00
Administrator Assistant	\$60.00	\$67.00
<b>Professional Level I</b>		
Client Program Manager	\$158.00	\$170.00
Project Manager	\$134.00	\$152.00
Engineer	\$75.00	\$82.00
Designer	\$73.00	\$80.00
Technican	\$53.00	\$55.00
Administrator Assistant	\$54.00	\$59.00

Depositions and expert witness testimony, including preparation time, will be charged at 1.5 times the above rates.



**CB&I Environmental & Infrastructure, Inc.**  
**2017 - 2022 Fee Schedule**

<u>Title</u>	<u>Rate Range</u>
Vehicle (day) plus gas	\$25.00
Vehicle Expense (Cost +7.5%)	Cost 7.5%
Disposable Bailers (2")	\$8.00
Disposable Bailers (1")	\$7.00
Misc. Sampling Supplies (day)	\$45.00
Groundwater Sampling Tubing (foot)	\$0.35
Caution Tape (roll)	\$18.00
Encore Sampler (each)	\$8.00
QED 0.45 Micron Disposal Filters (each)	\$18.00
Steel Well Lock (each)	\$8.00
2" Grippers (each)	\$25.00
Disposable Camera (each)	\$10.00
Laptop Computer (day)	\$75.00
LCD Projector (day)	\$100.00
Projection Screen (day)	\$25.00
Digital Camera (day)	\$20.00
Camcorder (day)	\$15.00
Tripod (day)	\$15.00
Soil Probe (day)	\$25.00
Interface Probe (day)	\$45.00
Water Level Indicator (day)	\$45.00
Infrared Thermometer (day)	\$10.00
PID (day)	\$90.00
Slug Test Equipment (day)	\$125.00
Nasal Ranger Scentometer (day)	\$75.00
Air Compressor Controller Sampling System (day)	\$160.00
Cond./Temp/pH Meter (day)	\$35.00
Multi-Parameter Water Quality Meter (day)	\$80.00
GEM-5000 (day)	\$25.00
Drager Bellows Pump (day)	\$10.00
Water Purge Pump (day)	\$30.00
Lo-Flow Sampling Pump (Peristaltic Type) (day)	\$95.00
4-Gas Meter (day)	\$20.00
Tyvek Suit (Jump suit, gloves, boots) (day)	\$35.00
Hand Auger (day)	\$25.00
Sludge Judge (day)	\$35.00
Laser Level (day)	\$45.00
Field Boat (day)	\$50.00
Reimbursables, (Cost +7.5%)	Cost 7.5%

Fee Schedule Rates are subject to change without notice.

Monthly invoices are to be paid according to the contract.  
Interest will be charged on late payments.



## Section 6.0 – Experience



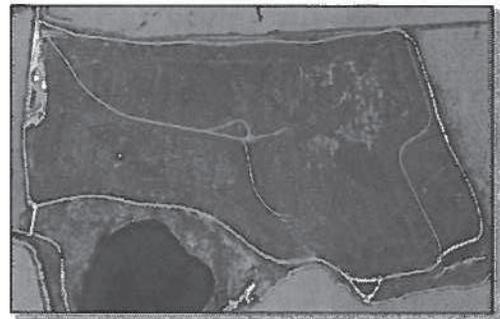
## 6.0 - Project Experience

CB&I has extensive project experience providing environmental monitoring, reporting, and O&M services at landfills across California and the U.S. We have provided below descriptions of relevant projects that we have completed within the past five (5) years or are currently providing services on. We encourage you to contact the included references to verify our capabilities.

### American Canyon Landfill - Environmental Monitoring Services (Vallejo, CA) Client: Napa Vallejo Waste Management Authority

CB&I provides the following environmental monitoring services:

- Sampling 11 monitoring groundwater wells quarterly
- Sampling 2 surface water points quarterly
- Monitoring 7 LFG probes quarterly
- Sampling leachate collection system quarterly
- Contracting with analytical laboratory to perform necessary analysis
- Preparing quarterly monitoring reports



CB&I has been performing the groundwater monitoring and reporting for this landfill since the mid-1980s. We have also prepared all engineering and geological reports for the landfill since the early 1970s. CB&I is currently providing final landfill cover management and O&M of the LFG extraction system.

**Relevant Experience:** Groundwater, surface water, leachate, gas, and stormwater monitoring.

**Dates of Service:** 1985 - present

**Key CB&I Staff:** Darrell Thompson (Principal), J.C. Isham (Project Manager), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Rich Luthy - Executive Director  
Napa-Vallejo Waste Management Authority  
1195 Third Street, Napa, CA 94559  
Phone: (707) 299-1314  
rich.luthy@countyofnapa.org



**Upper Valley Compost Facility - Environmental Monitoring Services (Napa County, CA)  
Client: Upper Valley Disposal & Recycling**

CB&I provides the following environmental monitoring services:

- Sampling 6 groundwater monitoring wells quarterly
- Monitoring stormwater
- Contracting with analytical laboratory to perform necessary analysis
- Preparing quarterly monitoring reports

CB&I has been performing all engineering and groundwater monitoring and reporting for this facility since 1992.



**Relevant Experience:** Groundwater and stormwater monitoring.

**Dates of Service:** 1992 - present

**Key CB&I Staff:** Darrell Thompson (Project Manager), J.C. Isham (Senior Technical Review), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Bob Pestoni  
Upper Valley Disposal & Recycling  
1285 Whitehall Lane, St. Helena, CA 94574  
Phone: (707) 963-7319  
[bob@uvds.com](mailto:bob@uvds.com)



**Bedwell Bayfront Park Landfill - Environmental Monitoring Services (Menlo Park, CA)  
Client: City of Menlo Park**

CB&I provides the following environmental monitoring services:

- Sampling 8 groundwater monitoring wells semiannually
- Sampling 2 surface water points semiannually
- Maintaining the continuous operation of 12 leachate extraction sumps
- Sampling leachate collection system quarterly
- Contracting with analytical laboratory to perform necessary analysis
- Preparing semi-annual monitoring reports

CB&I has been performing the groundwater monitoring and reporting for this landfill since the mid-1980s. We have also been providing all landfill engineering.

**Relevant Experience:** Groundwater surface water, and leachate monitoring.

**Dates of Service:** 1992 - present

**Key CB&I Staff:** Darrell Thompson (Project Manager), J.C. Isham (Senior Technical Review), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Azalea A. Mitch - Senior Civil Engineer  
City of Menlo Park - Engineering Division  
701 Laurel Street, Menlo Park, CA 94025  
Phone: (650) 330-6742  
aamitch@menlopark.org



**San Joaquin County Landfills - Environmental Monitoring Services (San Joaquin Co., CA)**  
**Client: San Joaquin County**

CB&I performs quarterly monitoring at four landfills operated by San Joaquin County: North County Landfill, Foothill Landfill, Harney Lane Landfill, and Corral Hollow Landfill. CB&I has provided monitoring services to San Joaquin County for more than 25 years. Our services include:

- Sampling 7 to 10 monitoring wells per site
- Collect surface water samples at each site
- Contracting with analytical laboratory to perform necessary analysis
- Submitting all field and analytical data in tables to client
- Additional landfill design services at sites



CB&I has also performed troubleshooting and repairs to the LFG collection system at the Harney Lane Landfill, and performed LFG migration to groundwater studies at the Corral Hollow and Foothill Landfills.

We have assisted the County to negotiate evaluation monitoring programs, performed engineering feasibility studies, and prepared corrective action plans. CB&I has also provided landfill liner and LFG engineering to the County at its landfills.

**Relevant Experience:** Groundwater, surface water, leachate, and vadose zone sampling at the County's 4- landfill sites.

**Dates of Service:** 1999 - present

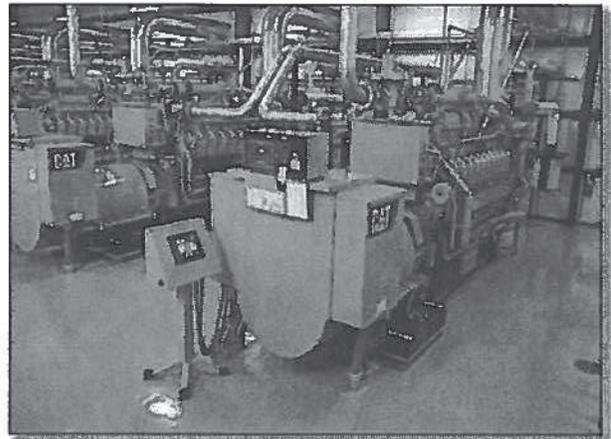
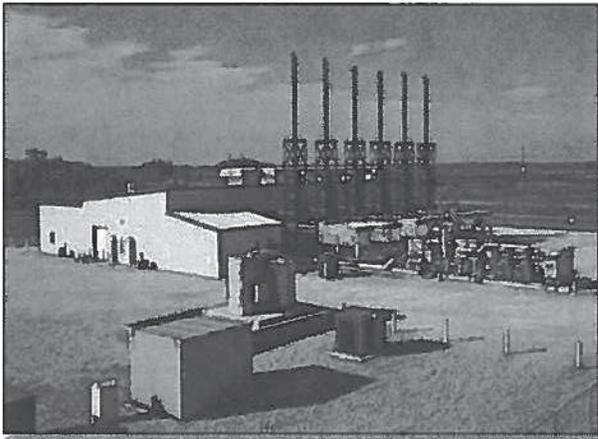
**Key CB&I Staff:** Darrell Thompson (Project Manager), J.C. Isham (Senior Technical Review), Sheila Richgels (Sampling Coordinator), and Paul Weinhardt (Field Technician).

**Client Contact:** Taj Bahadori - Senior Engineer  
 San Joaquin County - Department of Public Works  
 1810 E. Hazelton Ave, Stockton, CA 95201  
 Phone: (209) 953-7316  
 tbahadori@sjgov.org



**JED LFGTE Utilization System - Operations, Maintenance, Monitoring (St. Cloud, FL)**  
**Client: Waste Connections, Inc.**

CB&I designed, constructed, owns and operates an \$18.7 million, 9.6 MegaWatt LFG-to-Energy (LFGTE) Utilization System Project on the JED Solid Waste Management Landfill Facility located in St. Cloud, Florida. CB&I shares a portion of power sale proceeds with Progressive Waste over the course of a 20-year contract.



**Relevant Experience:** GCCS operations, maintenance, wellfield tuning, troubleshooting, repairs, and enhancements for improved recovery.

**Dates of Service:** 2014 - present

**Key CB&I Staff:** Darrell Thompson (LFG Engineer)

**Client Contact:** Benjamin Gray  
 Waste Connections  
 1501 Omni Way, St. Cloud FL 34773  
 (407) 932-8672



**Bedwell Bayfront Park Landfill– Gas Wellfield Evaluation and Recommendations**  
**Client: City of Menlo Park, CA**

The City of Menlo Park, CA hired CB&I to evaluate the entire LFG well field which consists of roughly 75 active wells that were installed in the 1980's and have had minimal maintenance done since installation. CB&I sounded all wells and conducted independent monitoring. The evaluation indicated that many of the wells are watered in or damaged due to settlement over time. CB&I prepared a phased approach to implementing improvements which will consist of dewatering pumps, decommissioning wells, replacing wells, and replacing well heads and vaults.



**Relevant Experience:** LFG well field system evaluation, troubleshooting, and recommendations for improvements.

**Dates of Service:** 2014 - 2016

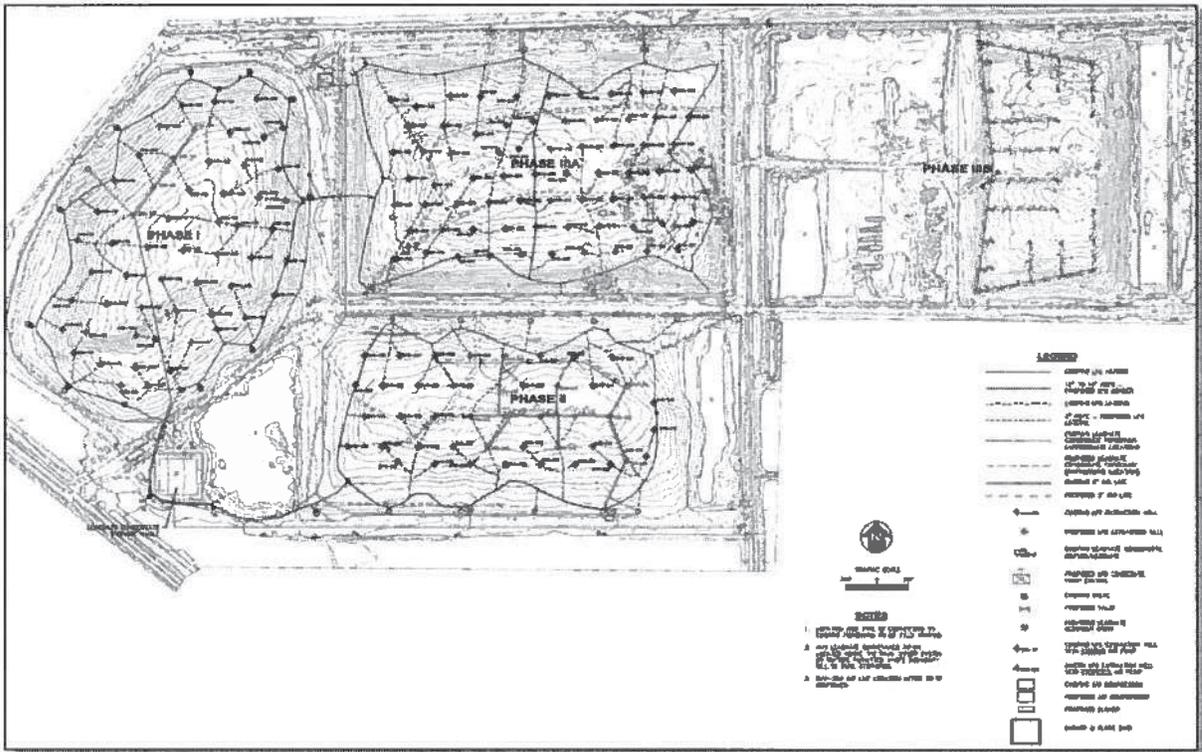
**Key CB&I Staff:** Darrell Thompson (Project Manager)

**Client Contact:** Azalea Mitch, PE - Civil Engineer  
 City of Menlo Park, CA  
 701 Laurel St., Menlo Park, CA 94025  
 (650) 330-6742  
 aamitch@menlopark.org



**Jefferson Parish Sanitary Landfill - Comprehensive GCCS Services (Jefferson Parish, LA)**  
**Client: Jefferson Parish, Louisiana**

The Parish of Jefferson retained CB&I to redesign and permit the expansion of the Jefferson Parish Sanitary LFG GCCS. CB&I's services included design, permitting, preparation of the construction drawings and specifications, and installation. CB&I currently performs GCCS O&M, monitoring, reporting, permitting, maintenance, and repairs at this active facility in accordance with NSPS regulations.



**Relevant Experience:** GCCS compliance monitoring / reporting, O&M, permitting, and repair services.

**Dates of Service:** Current GCCS O&M: 1999 - present  
 GCCS Design / Build: 7/2010 - 12/2010

**Key CB&I Staff:** Darrell Thompson (LFG Engineer)

**Client Contact:** Rick Buller, PE – Landfill Engineer  
 Jefferson Parish Department of Environmental Affairs  
 4901 Jefferson Highway, Ste. E, Jefferson, LA 70121  
 Phone: (504) 736-6103  
[rbuller1@jeffparish.net](mailto:rbuller1@jeffparish.net)



**Google, Inc. – LFGTE Power Plant and Treatment System O&M  
Client: Google, Inc.**

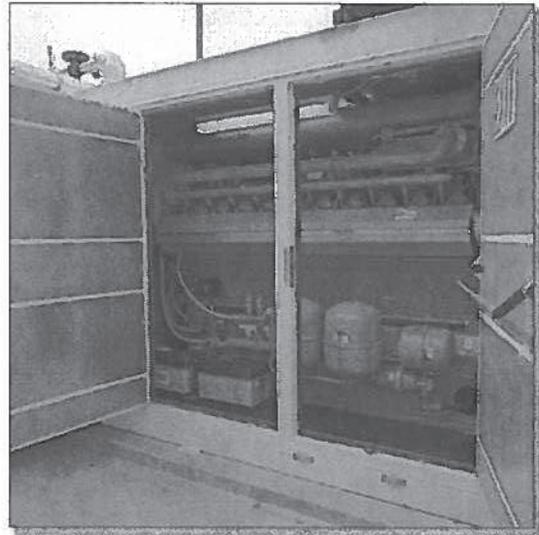
Google owns and contracts out to CB&I the O&M of three Jenbacher J320 engine/generators that are fueled from the City of Mountain View's closed landfill. The engines are installed at three different office buildings locations and were designed to offset the purchase of power from the utility.

The City of Mountain View operates an old closed landfill. The City would normally burn the gas in flares, but with the installation of the engines there was a two mile pipeline installed in the public streets of Mountain View, a new compressor station and process skid to dry the gas prior to entering the pipeline. CB&I operates the compressor and process skid to send gas to the engines.

Each engine is operated independently of each other depending upon the load of each building. Each engine can produce approximately 1 MW of electrical power.

The engines have operated above 95% on-line run time, not including routine scheduled maintenance. This is remarkable considering:

- CB&I does not operate the LFG collection system
- The gas blower is operated 2 miles away from the engines
- The engines produce most of the power that the buildings use, but there is some interconnection with power from the utility
- On one of the units, the building utilizes waste heat to heat water for the building, this process is integral to the engine operations, and
- CB&I provides all monitoring for air compliance from the pipeline to engine exhaust source testing



**Relevant Experience:** GCCS O&M, Monitoring, Reporting, Source Testing

**Dates of Service:** 2006 - present

**Key CB&I Staff:** Darrell H. Thompson (Project Manager), Kirk Johnson, Kathleen Beresh

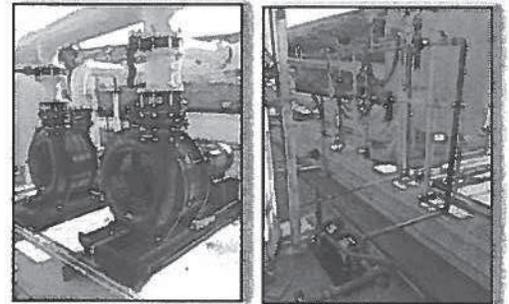
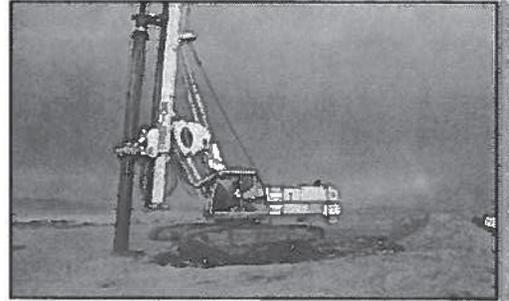
**Client Contact:** Tom Rea  
Google, Inc.  
650-253-6843  
trea@google.com



**Avenal Regional Landfill – GCCS Design, Permitting, CM/CQA, O&M (Avenal, CA)  
Client: Waste Connections, Inc.**

CB&I provided comprehensive engineering services including siting, planning, design, permitting, construction CQA, compliance, and monitoring services to the Avenal Regional Landfill located in central California, in support of LFG GCCS upgrades. Recent LFG system upgrades included installation of thirteen (13) vertical gas extraction wells, four (4) horizontal gas collectors, lateral and header gas transmission piping, tie-ins to existing leachate collectors and gas vapor wells, and installation of a factory fabricated blower skid and flare stack. Specific CB&I services for this project included:

- Prepared preliminary and final design of GGCS
- Title V air monitoring and permitting
- Prepared construction bid documents for GCCS
- Designed and constructed the flare stack and blower (completed by LFG Specialties, a subsidiary of CB&I)
- Designed and permitted the GCCS condensate collection, conveyance, treatment and monitoring system.
- Provided bid assistance for the GCCS, and condensate handling, storage and treatment system.
- Provided construction quality assurance during all phases of construction.
- Provided project certification report with as-built records for the GCCS expansion.
- Developed the GCCS O&M Manual.

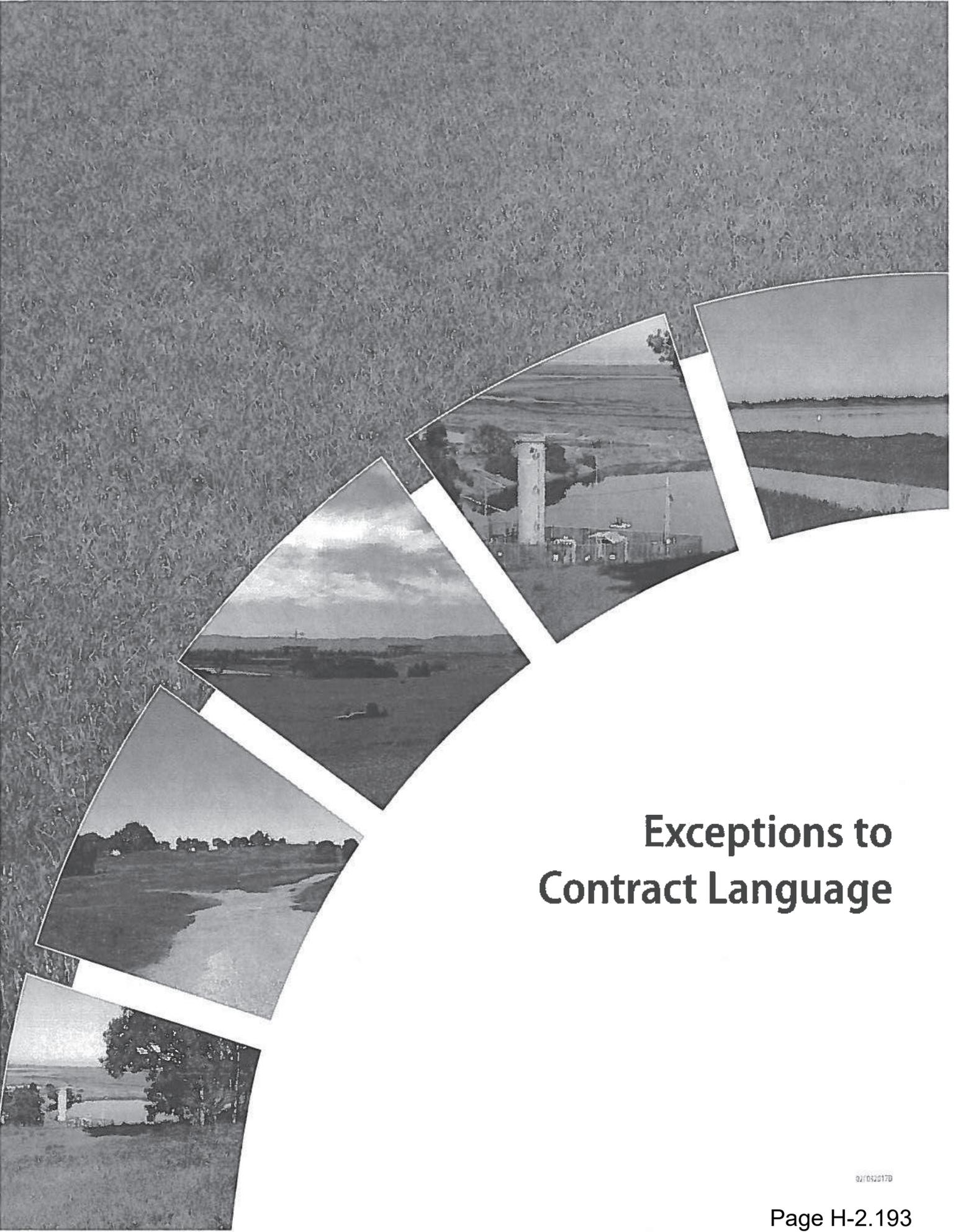


**Relevant Experience:** GCCS design, monitoring, permitting, construction / installation, and flare startup / source testing.

**Dates of Service:** 2015 - present

**Key CB&I Staff:** Darrell H. Thompson (Project Manager), and John Jowers (Engineer).

**Client Contact:** Tom Reilly, California Engineering Manager  
Waste Connections, Inc.  
1385 Promontory Point Drive, El Dorado Hills, CA 95762  
Phone: (916) 549-0443  
[TomR@WasteConnections.com](mailto:TomR@WasteConnections.com)



# Exceptions to Contract Language

32/052817D

**Requested Exceptions to the City of Menlo Park Agreement for Services. Note that these Exceptions have been previously agreed upon for existing Agreements with the City.**

1. Insert our full name CB&I Environmental & Infrastructure, Inc.

~~2. Delete Paragraph 11.B.3~~

3. Replace Paragraph 10. Hold Harmless with:

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

**EXHIBIT "B" - DISPUTE RESOLUTION**

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

# AGREEMENT COVER SHEET

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



Contract #: <b>2117</b>				
Project Manager: Azalea Mitch	Department: Public Works	Date: 3/16/2017		
<input type="checkbox"/> Time Sensitive <input checked="" type="checkbox"/> New Agreement <input type="checkbox"/> Attest Only <input type="checkbox"/> Amendment                    Choose an item.				
First Party: CB&I Environmental & Infrastructure, Inc.	Type of Agreement: Maintenance			
Agreement or Project Title: Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems				
Purpose: Five year contract to provide the necessary services to operate and maintain the leachate system and Gas Collection and Control Systems at the Bedwell Bayfront Park Landfill in accordance with all regulatory requirements.				
Agreement Amount: \$1,046,000.00	Begin Date: 7/1/2017	End Date: 6/30/2022		
Approved Budget: \$210,000	Budgeted YR: 2017-18	Available Budget: \$210,000		
Account/Funding: 754 20502 5505 - \$160,000 754 20502 5871 - \$ 50,000				
Required Approval: <input type="checkbox"/> Department <input checked="" type="checkbox"/> City Manager <input checked="" type="checkbox"/> City Council				
<input checked="" type="checkbox"/> Language Modifications <input checked="" type="checkbox"/> Approved by City Attorney				
Summary of Modifications: Added underlined sentence to Section 10. Hold Harmless.				
Attachments: <table style="width:100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input checked="" type="checkbox"/> Two (2) Copies of Agreement  <input checked="" type="checkbox"/> Staff Report CC mtg 3-14-17  <input type="checkbox"/> Prior Agreement/Amendments(s) for reference  <input checked="" type="checkbox"/> PO/Check Req                             </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Receive an electronic copy of the executed Agreement  <input type="checkbox"/> Request to forward PO/Check Req to Finance  <input type="checkbox"/> Other/Comment _____                             </td> </tr> </table>			<input checked="" type="checkbox"/> Two (2) Copies of Agreement <input checked="" type="checkbox"/> Staff Report CC mtg 3-14-17 <input type="checkbox"/> Prior Agreement/Amendments(s) for reference <input checked="" type="checkbox"/> PO/Check Req	<input type="checkbox"/> Receive an electronic copy of the executed Agreement <input type="checkbox"/> Request to forward PO/Check Req to Finance <input type="checkbox"/> Other/Comment _____
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Approval:

Angela Qui  
 Supervisor

Justin Murphy  
 Department Head

[Signature]  
 Budget/Finance

[Signature]  
 City Attorney



## STAFF REPORT

### City Council

Meeting Date:

4/18/2017

Staff Report Number:

17-082-CC

### Consent Calendar:

**Authorize the City Manager to enter into an agreement with CB&I Environmental & Infrastructure, Inc. (CB&I) for the Operation and Maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems (gas system) for a period of five years in the amount of \$796,000 with an additional not to exceed \$250,000 for as-needed maintenance repairs**

### Recommendation

Staff recommends that the City Council authorize the City Manager to enter into an agreement with CB&I for the Operation and Maintenance of the Bedwell Bayfront Park leachate and gas collection systems for a period of five years in the amount of \$159,200 annually (total of \$796,000) with an additional not to exceed \$50,000 annually (total of \$250,000) for as-needed maintenance repairs. The contract amount will be included in the budget for fiscal year (FY) 2017-18.

### Policy Issues

The contract is consistent with Goal LU (Land Use) of the General Plan Land Use Element which is intended to “promote the implementation and maintenance of sustainable development, facilities and services to meet the needs of Menlo Park’s residents, businesses, workers, and visitors.”

### Background

The Bedwell Bayfront Park Landfill is a Class III non-hazardous solid waste management facility located at the east end of the City on San Francisco Bay at Bayfront Expressway and Marsh Road. The site is surrounded on three sides by the Don Edwards San Francisco Bay National Wildlife Refuge. Originally referred to as the Marsh Road Landfill, San Mateo County first established solid waste operations at the site in 1957. In 1968, the City of Menlo Park (City) took over the responsibility of the landfill until its closure in 1984. In 1982, the City began the development of Bedwell Bayfront Park on the 160 acre site, of which the landfill covers 155 acres.

To comply with Bay Area Air Quality Management District (BAAQMD) regulatory requirements and as part of the landfill closure plan, the City covered the refuse with clay. A landfill gas wellfield was installed in two phases, with the first phase built in 1984 and the second phase in 1987. Currently, the wellfield consists of 72 gas extraction wells and a network of gas collection pipes embedded just beneath the surface of the landfill cap. During that time, the City awarded a Gas Lease to Fortistar, a contract operator, to build, maintain and operate a gas to energy plant. Internal combustion engines were used to generate electricity from the landfill. The electricity was sold to Pacific Gas and Electric (PG&E). The gas to energy plant was decommissioned in 2013 when the contract with PG&E expired and due to equipment wear and a decrease in landfill gas production. The landfill gas is directed to a flare for combustion near the far end of the park. A

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new flare was built in 2013 and the landfill gas is combusted in compliance with the BAAQMD permit. The gas system has continued to be operated by Fortistar, with their contract set to expire at the end of this fiscal year.

The leachate system consists of twelve extraction sumps located along the perimeter of the landfill and a monitoring network. In 1986 and 1987, seven leachate sumps were first installed, followed by the installation of five additional extraction sumps in 1998-99. In 1991, automated submersible pumps were installed in the older sumps, which originally consisted of gravel filled trenches with horizontal perforated piping at the base. The sumps installed in 1998-99 consist of gravel filled trenches with perforated piping at the base that slope toward risers equipped with automated submersible pumps and level control. Once the leachate is captured, it is discharged to the sanitary system, operated by the West Bay Sanitary District (WBSD), for conveyance to the wastewater treatment plant for treatment, which is operated by Silicon Valley Clean Water (SVCW) (formerly the South Bayside System Authority).

The leachate system is operated and monitored per the requirements of the Regional Water Quality Control Board (RWQCB). The City has the responsibility to monitor, collect samples and dispose of the leachate generated from the landfill. The monitoring system consists of seven groundwater monitoring wells, two surface water monitoring locations, six leachate wells, five piezometers, the twelve leachate extraction sumps and one leachate monitoring location at a sanitary sewer manhole. The operation and maintenance of the system has been contracted to CB&I since 1991. Their contract is set to expire at the end of this fiscal year.

The Bedwell Bayfront Park Landfill typically generates about 127 million standard cubic feet of landfill gas a year. About 3.5 million gallons of leachate are extracted from the landfill and discharged to the sanitary sewer annually.

### ***Regulatory Requirements***

The Bedwell Bayfront Park Landfill is operated and maintained according to the requirements placed by the following permits:

#### **Leachate**

- **Waste Discharge Requirements Order 97-073 (WDR):** The water quality monitoring and reporting requirements for the Bedwell Bayfront Park landfill leachate system are stipulated in Waste Discharge Requirements Order 97-073 (WDR), issued by RWQCB in 1997 with no expiration date.
- **Mandatory Wastewater Discharge Permit No. WB 120930 (MWDP):** Monitoring is required under the MWDP, a joint permit issued by the WBSD and SVCW for the conveyance of the leachate to the sanitary system operated by WBSD and for treatment at the wastewater treatment facility operated by SVCW in Redwood City. The current 5-year permit expires on September 29, 2017.

#### **Gas**

- **BAAQMD:** The monitoring and reporting requirements for the gas system at the landfill are contained in the annual permit issued by the Bay Area Air Quality Management District (BAAQMD) to regulate emission of landfill gas to the atmosphere (Permit to Operate Landfill with gas collection system, Multi-material Bayfront Park Landfill with Gas Collection System Abated by A3 Flare; Plant No. 3499; Expiration date: July 1, 2017). The permit requires regular monitoring of the gas collection system and flare station as well as annual reporting. The permit requires compliance with BAAQMD Regulations 8-34, 2-1, 2-5, 9-1, AB32 and others.

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**Other Landfill Permits**

- **San Francisco Bay Conservation and Development Commission (BCDC):** Originally issued on December 24, 1970, the BCDC Permit No. 18-70 allowed for the development of the landfill by filling unfilled areas of the Bay and by allowing for the conversion of the closed landfill to a park. This permit was amended on September 19, 2008, to allow wetland mitigation funds to be used for habitat restoration instead of land acquisition. There are no monitoring or reporting requirements associated with this permit.
- **San Mateo County Environmental Health, Solid Waste Program:** San Mateo County inspects the landfill on a quarterly basis.

**Analysis**

In February of this year, staff issued a request for proposals (RFP) for the necessary services to operate and maintain the leachate and gas systems at the Bedwell Bayfront Park Landfill in accordance with all regulatory requirements. The scope of work included in the RFP was as follows:

***Task 1 – Routine Monitoring and Operating Services***

The Contractor shall be responsible for operating and conducting routine monitoring of the leachate and gas systems. In addition to the monitoring requirements, the Contractor shall be responsible for adjustments to the leachate and gas systems in case of system failure and needed repair work. The Contractor shall have the availability to arrive at the site and respond to equipment malfunctions and emergencies within 8 hours of the call-out service request.

***Task 2 – Sampling and Analysis***

The Contractor shall be responsible for the development of sampling protocols and complying with the analytical requirements as stipulated in all of the permits for the landfill. Analysis of constituents shall be conducted by certified laboratories. At a minimum, the Contractor shall be responsible for complying with the following permits and requirements.

***Task 3 – Monitoring and Analysis Reports and Project Management***

The Contractor shall be responsible for the preparation of all monthly, semiannual and annual reports as required by the City and the regulatory requirements outlined in the permits and for submitting these to the permit agencies on behalf of the City. All reports shall include a description of the site and landfill systems, evaluation criteria, explanation of any calculations, certified analytical results, monitoring and inspection summaries, field and laboratory records, maps and figures and any recommendations. All reports shall be submitted to the City for review prior their submittal to the permitting agencies.

***Task 4 - Maintenance and Repair Work***

The Contractor shall provide all the necessary labor, equipment and materials to perform maintenance and repair work on the leachate and gas systems on an on-call and as-needed basis. The work may be based on maintenance and repairs needs identified during routine inspections, system failures, and any other work requested by City staff.

***Task 5 – Project Management***

The Contractor shall provide project management support, as required, inclusive of the following:

- Coordination and meetings with City staff and permit agencies;
- Site visits with City staff;
- Assistance with and review of permit expiration dates, application renewal processes, monitoring and maintenance regulations; and

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- Development of recommendations and cost estimates for improving the performance of the landfill systems.

The City received five proposals on March 8, 2017. These included CB&I, Geosyntec Consultants, SCS Engineers, Blue Flame Crew and Tetra Tech Inc. Staff reviewed the proposals and is recommending that CB&I is awarded the contract for the following reasons:

- CB&I provided the lowest bid; and
- The team has extensive experience operating and managing landfills, including both leachate and gas systems.

### **IMPACT ON CITY RESOURCES**

The total annual cost for the operation and maintenance of the Bedwell Bayfront Park Landfill Leachate and Gas Collection and Control Systems is \$159,200 with an additional not to exceed \$50,000 for as-needed maintenance repairs. The total five year contract amounts to \$1,046,000. On an annual basis, this is an increase of \$27,085 a year (difference between \$159,200 and the current contract of \$132,115). However, the new scope of work includes regulatory requirements, which were not included in the past contract and which have been done by staff. To ensure that the leachate and gas systems are operated according to the most up to date regulatory requirements, the reporting requirements have been included as part of the scope of work for this contract. Landfill funds will be used to pay for the contract, which currently has a balance of over \$4M. The contract amount will be included in the budget for FY 2017-18 and would begin on July 1, 2017.

### **ENVIRONMENTAL REVIEW**

Environmental review is not required for this item.

### **Public Notice**

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

### **Attachments**

A. None

Report prepared by:

Azalea Mitch, Engineering Services Manager / City Engineer

Reviewed by:

Justin Murphy, Public Works Director



## STAFF REPORT

### City Council

Meeting Date:

6/27/2023

Staff Report Number:

23-144-CC

Consent Calendar:

**Amend the contract with Chrisp Company to add funding to install the Middle Avenue bicycle lane pilot**

### Recommendation

Staff recommends that City Council amend the City's existing contract with Chrisp Company to add funding to install the Middle Avenue complete streets project bicycle lane pilot between University Drive and Olive Street using resources from the Middle Avenue complete streets capital improvement project (Attachment A).

### Policy Issues

The Middle Avenue complete streets project is consistent with policies and programs stated in the General Plan Circulation Element (e.g., CIRC-1.7, CIRC-1.8, CIRC-2.7, etc.) These policies seek to maintain a safe, efficient, attractive, user-friendly circulation system that promotes a healthy, safe and active community and quality of life throughout Menlo Park.

### Background

In 2021, the City Council established the Middle Avenue complete streets project as a priority project with the following objectives:

- Enhance bicyclist and pedestrian visibility and improve safety of all street users
- Provide safe and comfortable cycling and pedestrian infrastructure and encourage sustainable modes of transportation
- Increase accessibility of the corridor by supporting improvements related to Middle Plaza and ongoing study of the grade-separated pedestrian and bicycle crossing

Since late 2021, staff have been conducting planning and outreach for this project. On Feb. 14, City Council provided direction to pursue parking removal on both sides of Middle Avenue and to install buffered bike lanes as a pilot (Attachment B).

The City annually allocates funds from Measure A, a San Mateo countywide sales tax authorized by voters, to repair and maintain city street signage and striping. The program assists in maintaining and upgrading the City's signage and striping infrastructure to comply with current State and Federal standards and to support smaller scale projects that upgrade existing pavement markings and/or signs, such as installing new stop signs and 15 mph school zone speed limit signs, implementing the Menlo Avenue-University Drive quick build project (recently installed), and others.

On April 7, 2021, the City Council awarded contracts for signage and striping to two contractors – Chrisp Company and Quality Striping, Inc. – to support the City on an on-call basis. Having two on-call contractors

allows the City flexibility in assigning urgent/emergency projects and makes it more likely that a contractor will be available. The budget for these contracts is set via the annual budget process. These contracts were awarded with a three-year term and two one-year options.

### **Analysis**

As directed by City Council Feb. 14, staff is implementing the Middle Avenue complete streets project in stages. The first stage is a pilot of the bike lanes, with the design and implementation of traffic calming measures to follow. Staff plan to install the pilot in summer 2023. From El Camino Real to University Drive, Stanford University will install the bike lanes to comply with conditions of approval for the Middle Plaza development. Staff propose to install the remaining portion of the pilot using the City's on-call signage and striping contractors.

The week of June 19, staff placed signs on each block notifying residents and other users of Middle Avenue about the impending parking removal. Staff also hand delivered post cards to residents of Middle Avenue and placed post cards on vehicles parked on the street. In addition, staff coordinated with Peninsula Volunteers, Inc. (operator of Little House and Rosener House) and the New Community Church to provide notifications.

This action would amend the contract for Chrisp Company to add \$25,000 from the Middle Avenue complete streets capital improvement program (CIP) project to implement the pilot between University Drive and Olive Street (Attachment A). Stanford University will implement the portion of the pilot between El Camino Real and University Drive. The contract amendment includes the annual contract term extension provided in the original City Council authorization April 7, 2021, the annual budget amount (\$150,000) for the signing and striping program, and the additional budget to implement the bike lane pilot (\$25,000) for a total of \$175,000. The CIP project includes funding from a grant received from the San Mateo County Transportation Authority (SMCTA) to support design and implementation of the project.

### **Impact on City Resources**

No additional resources are required for the pilot installation, which is included as part of the Middle Avenue complete streets capital project. The SMCTA grant included installation of the bike lane pilot and the City Council previously allocated matching funds from Transportation Impact Fees. The total cost to install the bike lane pilot between University Drive and Olive Street is anticipated to be \$25,000, including contingency.

### **Environmental Review**

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§ 15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment. On Feb. 14, the City Council made a finding that the Middle Avenue complete streets project is statutorily exempt and staff posted a notice of exemption, as required by law.

### **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. Contract amendment
- B. Hyperlink – Feb. 14 staff report – [menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230214-city-council-regular-agenda-packet.pdf#page=172](https://menlopark.gov/files/sharedassets/public/agendas-and-minutes/city-council/2023-meetings/agendas/20230214-city-council-regular-agenda-packet.pdf#page=172)

Report prepared by:

Hugh Louch, Assistant Public Works Director – Transportation

Report reviewed by:

Nicole Nagaya, Deputy City Manager

# AGREEMENT AMENDMENT

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



Amendment #:

## AGREEMENT FOR SERVICES BETWEEN THE CITY OF MENLO PARK AND CHRISP COMPANY

THIS SECOND AMENDMENT is made and entered into this \_\_\_\_\_, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY," and CHRISP COMPANY hereinafter referred to as "FIRST PARTY."

1. Pursuant to Section 6. AGREEMENT TERM of Agreement No. 3226, ("Agreement"), Section enter 6. AGREEMENT TERM [amendment to section] to read as follows:

"This Contract is effective on the Execution Date set forth in the initial paragraph of this Contract and shall remain in effect until June 30, 2024, unless extended or earlier terminated pursuant to the terms of this Contract."

2. Pursuant to Section 8. COMPENSATION of Agreement No. 3226, ("Agreement"), Section enter 8. AGREEMENT COMPENSATION [amendment to section] to read as follows:

The City agrees to compensate Contractor for its satisfactory completion of the Work in compliance with the Contract Documents for the not to exceed amount of One-Hundred Seventy-Five thousand (\$175,000) ("Contract Sum"). Payment shall be as set forth in the Plans, Special Provisions and/or Technical Specifications. The Contract Sum may only be adjusted by Change Orders issued, executed and satisfactorily performed by Contractor in accordance with the requirements of the Contract Documents. The Contract Sum shall be adjusted (upward or downward) only to account for Change Orders. The Contract Sum is and shall be full compensation for all Work performed by Contractor. The Contract Sum shall cover all losses arising out of the nature of the Work or from the elements or any unforeseen difficulties or obstructions which may arise or be encountered in performance of the Work until its Acceptance by the City, all risks connected with the Work and any and all expenses incurred due to the suspension or discontinuance of the Work.

Except as modified by this Amendment, all other terms and conditions of Agreement No. 3226 remain the same.

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

SIGNATURE PAGE TO FOLLOW

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date



## STAFF REPORT

### City Council

Meeting Date:

6/27/2023

Staff Report Number:

23-145-CC

### Consent Calendar:

**Authorize the city manager to enter into a five-year maintenance agreement with ADVNC Air Technologies for the preventative maintenance and repair services for heating, ventilation, and air conditioning systems within city buildings**

## Recommendation

Staff recommends that the City Council:

1. Authorize the city manager to enter into a five-year agreement with ADVNC Air Technologies for the preventative maintenance and repair services for heating, ventilation and air conditioning systems (HVAC) within city buildings;
2. Authorize an annual renewal option for up to three additional years; and
3. Authorize staff to spend annually up to the annual budgeted amount and allow for 10% contingency (held by the city).

## Policy Issues

The fiscal year 2022-23 award authority and bid requirements outline that the goods, general services, and professional service contracts in excess of the city manager's threshold of \$86,000 requires approval from the City Council (Policy #CC-21-024).

## Background

In an effort to maintain cost-effectiveness and provide adequate servicing of city buildings, a contractor has performed HVAC preventative maintenance and repair services since the early 2000s. Staff publishes a request for proposal online outlining the city's scope of work, submittal requirements, selection process and a pricing schedule. The selected contractor must provide a comprehensive HVAC maintenance and repair program for 13 city buildings. The city currently does not have all-electric HVAC equipment, but plans to replace equipment with electric alternatives at the end of their useful life as part of the City's Climate Action Plan goal to eliminate the use of fossil fuels from city operations. In addition, the Menlo Park Community Center will be an all-electric building. The transition from gas-powered HVAC equipment to all-electric is not anticipated to change the agreement cost which covers services for the preventative maintenance, replacement and repair work.

Qualified contractors must have the ability and sufficient resources to provide repairs and service of all HVAC equipment preventive maintenance, respond to emergencies within two hours, finish repairs in a timely manner, troubleshoot and repair energy management systems (EMS), and provide engineering and related services when needed. Heat pumps, boilers, chillers, and circulation pumps are a few examples of HVAC equipment and maintaining them is important to provide quality air for members of the public seeking city services and for city employees.

Some examples of the scope of work are the following:

- Conduct repair or replace failed or worn moving parts (such as bearings and motor rotors);
- Provide labor and material to perform maintenance, service and repair of all HVAC equipment;
- Provide 24-hour emergency services as needed;
- Change air filters to maintain indoor air quality;
- Clean air cooled condenser coils to improve airflow and heat transfer;
- Clean air handling unit evaporator coils to improve air circulation system;
- Conduct routine inspections to check equipment performance; and
- Perform water treatment service in the boiler systems.

On June 16, 2015, the City Council approved a five-year contract with authorization to extend the contract term for up to three one-year renewal options with Mechanical Technologies Corporation (now known as ADVNC Air Technologies) for preventative maintenance and repair services for HVAC systems within the city buildings. Because the contract with ADVNC Air Technologies expires at the end of the fiscal year, staff solicited proposals for a new HVAC maintenance agreement to provide services at a fixed yearly rate for the next five years with the option to renew the agreement for up to three one-year renewal options.

**Analysis**

On May 15, city staff posted a request for proposals online. On May 22 and 23, city staff hosted two mandatory pre-proposal meetings (potential submitters must attend one of them). On June 5, city staff received five proposals and selected the most qualified contractor based on the following criteria:

- Ability to perform the specific tasks;
- Qualifications of the specific individuals who will work on the project;
- Specific method or techniques to be used;
- Reasonableness of the schedule to complete each task element; and
- Overall cost of the proposal.

Table 1 summarizes the submitters’ overall proposal costs, which is one of the criterion used to select the contractor.

Table 1: Submitters’ overall proposal costs	
Contractor	Total estimated cost
One Day Installation & Repairs, Inc.	\$139,980.00
Environmental Systems, Inc.	\$289,008.00
ADVNC Air Technologies	\$505,584.00
Prime Mechanical Service, Inc.	\$878,578.00
Cool Tech Mechanical, Inc.	Proposal incomplete

One Day Installation & Repairs, Inc. quoted the lowest price of approximately \$140,000. After reviewing its submittal, the company specializes in general contracting and repair/construction services and lacks experience in developing and implementing a preventative maintenance program for large commercial equipment. The proposal also lists two subcontractors to perform the majority of the preventative scope of work. Lastly, the company lists repair projects but no preventative maintenance programs, as part of their

list of references.

Environmental Systems, Inc. (ESI) offers the second lowest base price with no subcontractors and was invited for an interview. According to the company's website, it designs, engineers and installs HVAC systems. For instance, the contractor would assess the current conditions of the HVAC equipment and provide recommendations for replacements and designs. Because the city completed facility condition assessment reports in 2022 that also performed recommendations for replacement equipment, staff does not recommend selecting ESI. Their stated qualifications and experience did not demonstrate as much experience with preventative maintenance programs. Furthermore, the total estimated cost of ESI's submittal does not include service calls for preventative maintenance and repairs. Therefore, the total cost would be higher than \$289,008.

ADVNC Air Technologies is the city's current HVAC contractor and was invited for an interview. The company is familiar with the city buildings and has experience maintaining the equipment. It does not hire subcontractors as the work is done in-house. The company is open to feedback and recognizes a few areas to improve. The reference list displays a wide variety of customers ranging from local government agencies to commercial companies. ADVNC Air also has experience with specific equipment brands, such as Allerton and SMARDT chillers.

Prime Mechanical Services quoted the highest price with multiple years of experience in maintaining and repairing HVAC equipment. While the company has many state certifications, the estimated cost is extremely high to perform the city's required scope of work.

Cool Tech Mechanical, Inc. did not meet the submittal requirements; therefore, the proposal is incomplete.

As a result, city staff is seeking authority to enter into a five-year agreement with ADVNC Air Technologies for approximately \$505,600. The agreement term would be for five years from July 1 to June 30, 2028. Staff is also recommending authorizing the city manager the option to extend the agreement for up to three one-year renewal options.

### **Impact on City Resources**

Staff recommends that the City Council authorize an approximately \$505,600 maintenance agreement to ADVNC Air Technologies. Table 2 outlines the company's pricing schedule for the initial five-year term. Pricing for Years 6, 7, and 8 will be quoted at the time of the optional annual renewal. The amount of approximately \$99,000 for fiscal year 2023-24 is included in the building maintenance operating budget (proposed), which is funded by the general fund. The cost increase in Year 2 is related to the opening of the Menlo Park Community Campus in early 2024 and the equipment preventative maintenance services beginning shortly thereafter. For reference, the current annual cost for fiscal year 2022-23 is approximately \$125,500.

Table 2: ADVNC Air Technologies pricing summary	
Date	Cost per year
Year 1: July 1, 2023 – June 30, 2024	\$89,988.00
Year 2: July 1, 2024 – June 30, 2025	\$100,083.00
Year 3: July 1, 2025 – June 30, 2026	\$102,585.00
Year 4: July 1, 2026 – June 30, 2027	\$105,150.00
Year 5: July 1, 2027 – June 30, 2028	\$107,778.00
<b>Total</b>	<b>\$505,584.00</b>

**Environmental Review**

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

**Public Notice**

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

**Attachments**

- A. Maintenance agreement

Report prepared by:  
Joanna Chen, Management Analyst II

Reviewed by:  
Julio Martell, Public Works Supervisor – Facilities

**MAINTENANCE AGREEMENT**

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



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

#### 4. COMPENSATION AND PAYMENT

- A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed \$505,584 as described in Exhibit "A," Scope of Services. All payments shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.
- B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.
- C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.
- D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

#### 5. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

## 7. INDEPENDENT WORK CONTROL

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

## 8. CONSULTANT QUALIFICATIONS

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

## 9. NOTICES

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

Nicole H. Nagaya  
Public Works  
City of Menlo Park  
701 Laurel St.  
Menlo Park, CA 94025  
650-330-6740  
PWDirector@menlopark.gov

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

Charles Lynn  
ADVNC Air Technologies  
385 Reed Street  
Santa Clara, CA 95050  
408-380-8540  
clynn@advncair.com

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

## 10. HOLD HARMLESS

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

## 11. INSURANCE

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

## 12. PAYMENT OF PERMITS/LICENSES

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

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

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

## 14. OWNERSHIP OF WORK PRODUCT

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

## 15. REPRESENTATION OF WORK

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

## 16. TERMINATION OF AGREEMENT

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

**17. INSPECTION OF WORK**

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

**18. COMPLIANCE WITH LAWS**

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

**19. BREACH OF AGREEMENT**

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

**20. SEVERABILITY**

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

**21. CAPTIONS**

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

**22. LITIGATION OR ARBITRATION**

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

**23. RETENTION OF RECORDS**

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

**24. TERM OF AGREEMENT**

This agreement shall remain in effect for the period of July 1, 2023 through June 30, 2028 with option to extend three additional years unless extended, amended, or terminated in writing by CITY.

**25. ENTIRE AGREEMENT**

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

**26. STATEMENT OF ECONOMIC INTEREST**

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

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

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

**FOR FIRST PARTY:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Date

**FOR CITY OF MENLO PARK:**

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

\_\_\_\_\_  
Date

**ATTEST:**

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

\_\_\_\_\_  
Date

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

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

Provide consultant services set forth in Exhibit A -1, attached hereto.

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

**A2. COMPENSATION**

CITY shall pay FIRST PARTY an all-inclusive fee of \$505,584 as described in Exhibit "A," Scope of Services. All payments, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY. The CITY reserves the right to withhold payment if the City determines that the quantity or quality of the work performed is unacceptable.

FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, the FIRST PARTY shall submit a statement describing the services performed to CITY. This statement shall include, at a minimum, the project title, agreement number, the title(s) of personnel performing work, hours spent, payment rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY's relevant records pertaining to the charges.

**A3. SCHEDULE OF WORK**

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

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

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

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

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

**A5. BILLINGS**

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

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

## EXHIBIT “B” - DISPUTE RESOLUTION

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



Monday, June 05, 2023

Julio Martell  
City of Menlo Park  
701 Laurel Street  
Menlo Park, CA 94025

**RE:** RFP-Multi-year preventative maintenance contract for heating, ventilation, and air conditioning (HVAC) equipment for city buildings (2023-05152023)

Dear Julio,

ADVNC Air is pleased to present you with our proposal with the hope to continue building our long-standing relationship with the city. We based our proposal off the provided attachment B specifications titled: HVAC Preventive Maintenance Schedule, as well as the last 8 years of providing service to the city's HVAC systems. Our proposal is designed as a "Guaranteed Maintenance" and includes all listed services within Request for Proposal (RFP). I believe we have an understanding of the services requested and to be provided.

ADVNC Air will be responsible for providing both labor and material to perform preventive maintenance, service, and repair of all HVAC Equipment including filters, belts, annual testing and reporting as required, water treatment, grease, refrigerant, oil, paint, and mechanical, electrical, miscellaneous parts, and material needed to maintain the equipment and to service, repair, and maintain are included in our proposal. Quarterly MERV 13 filter changes are included with monthly filter changes for the Arrillaga Family Recreation Center and Arrillaga Family Gymnastics Center are included in our proposal.

ADVNC AIR will provide 24-hour emergency service. Response time to all calls will be within ½ an hour and will respond with technician on-site within 2 hours.

I hope this provides some clarity on our proposal and shows our understanding of the requested scope of work by the city. Please find the attached information providing more information regarding our references provided. If I can provide any additional information or answer any questions, please do not hesitate to contact me anytime.

Best,

A handwritten signature in black ink that reads "Charles Lynn". The signature is written in a cursive, flowing style.

Charles Lynn  
ADVNC Air Technologies  
385 Reed Street  
Santa Clara, CA 95050

# RELIABILITY CENTERED MAINTENANCE PROPOSAL

*Presented to:*



City of Menlo Park  
Public Work Department  
Maintenance Division

*By:*

**Charles Lynn**  
ADVNC Air Technologies  
385 Reed Street  
Santa Clara, CA 95050  
(408) 761-9420 C  
(408) 874-0701 F



DIR Registration: 1000061862  
CSLB # 1038849 Class: C-20

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## EXECUTIVE SUMMARY

## Four Basic Principles

*Control of Mechanical Equipment Operations*

ADVNC Air is committed to providing a comprehensive maintenance program for HVAC, which ensures reliability, cost effectiveness and customer satisfaction. As a service partner with City of Menlo Park, we see our role not only as a mechanical asset manager, but also as a consultant. It is ADVNC Air job to protect the mechanical capital investments made by City of Menlo Park in its facilities. Our proposal is based on four basic principles:

- **Control Mechanical Equipment Operations**
- **Provide Managerial and Technical Support**
- **Provide Customer Service**
- **Control Maintenance and Operational Costs**

We will control mechanical equipment operations through a comprehensive maintenance program developed from ADVNC Air's experience, City of Menlo Park site specific requirements and equipment manufacturers' recommendations. Services will include:

- Preventative, Predictive and Corrective Maintenance
- Computerized Maintenance Management
- Systems covered include:
  - HVAC
  - Automatic Controls
  - Water Systems
- Provide 24-hour, seven-day coverage on all systems
- Mechanical Asset Management:
  - Provide Design Review (if required)
  - Project Support

*Provide Managerial and Technical Support*

Managerial and technical support will be provided through extensive and detailed job recruitment, ongoing training and continuous motivation by rewarding employees for ideas/implementation of system enhancements or operating improvements. ADVNC Air personnel selected to work at your facility were considered because of their educational background, industry experience and management skills. The technicians assigned to City of Menlo Park are supported by a local ADVNC Air office that has the resources to assure prompt and accurate information to effectively manage City of Menlo Park assets.

*Provide Customer Service*

ADVNC AIR will provide the best customer service to City of Menlo Park through the implementation of our program that assures feedback with operational checks and balances. We will continuously measure our performance against six Key Process Indicators (KPIs). The KPIs are as follows:

1. Adhere to ADVNC AIR's Corporate Safety Standards of which will include on-going safety training and site inspections.
2. Assure that all critical process systems remain in operation with minimal unscheduled down time.
3. Respond to emergency service and or customer requests within a specified time frame assuring customer satisfaction, and most importantly, individual safety.
4. Assign lead and backup technicians to assure site familiarity and personnel consistency.
5. Provide timely and accurate maintenance service. Maintenance will be completed and work orders will be closed within 5 days of the scheduled PM.
6. Analyze and repair equipment malfunctions correctly the first time. The KPI will be measured in repeat call backs.

**Why Choose ADVNC AIR?**

ADVNC AIR's maintenance and service program has been developed based on the partnership between ADVNC AIR and City of Menlo Park. We believe our experience and commitment to productivity and continuous improvement can benefit City of Menlo Park. Some examples are as follows:

- Extensive knowledge of equipment and systems
- High level of flexibility and responsiveness enables ADVNC AIR to adjust to changes in work load for emergencies and building acquisitions

## SCOPE OF SERVICES

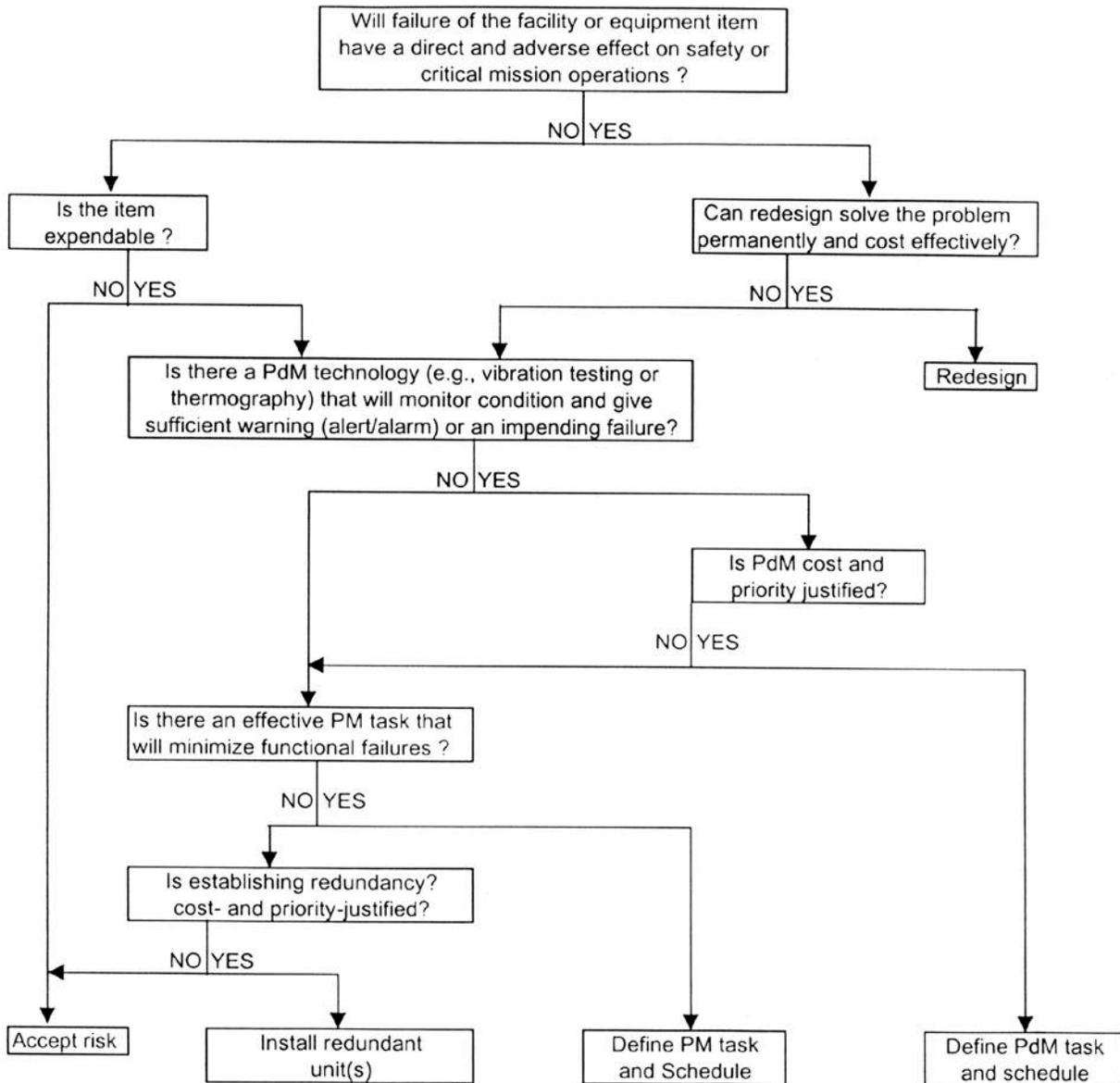
### Project Understanding

- ADVNC AIR will provide all necessary labor, material, hand tools, equipment and supervision necessary to provide preventative maintenance to City of Menlo Park heating, ventilation and air conditioning (HVAC) equipment per this agreement. Services provided will include:
- Quarterly maintenance and operation of all Mechanical Equipment Systems
- Quarterly Maintenance and operation of your Rooftop package equipment
- Quarterly Maintenance of your Rooftop exhaust systems
- Provide 24 hour a day, seven days a week emergency service coverage. Identified repair, replacement, and/or service requirements will be quoted and submitted for approval prior to commencing any work.

### Theoretical Approach

- ADVNC AIR's Reliability Centered Maintenance Program is based on a philosophy that employs preventative, predictive and proactive maintenance considerations. Together, these decisions are made to increase the probability that equipment will function properly over an extended life cycle with minimal repairs. We begin our analysis of facility systems based on the following questions:
  - What does the system or equipment do?
  - What functional failures are likely to occur?
  - What are the likely consequences of these functional failures?
  - What can be done to prevent the functional failures?
- ADVNC AIR uses the decision logic tree on the next page to determine which type of maintenance procedure will be performed for each piece of equipment.

### Decision Logic Tree



## PROJECT MANAGEMENT PROCEDURES

### Mechanical Asset Management Services

#### *Energy Management*

ADVNC AIR will provide detailed judicious cost accounting management of all mechanical assets. These services will include budgeting, energy consumption and life cycle cost analysis. All systems and costing will be compared to accepted industry standards and/or City of Menlo Park historical data.

ADVNC AIR will provide trained mechanics and personnel to operate and use all programs currently used by City of Menlo Park for the control and operation of its building systems.

#### *Preventative Maintenance Electronic Management Software*

ADVNC AIR will use a maintenance software package to develop track and generate reports for equipment maintenance and scheduling. The primary uses of this software which are instrumental in tracking critical preventative maintenance areas are listed below.

*Work Orders.* Routine work orders are generally used to handle breakdowns and trouble calls received by telephone or in-house mail. The person reviewing telephone and written work order requests, enters the information directly into the computer. Written work order requests may originate from facility personnel or from maintenance employees who perform breakdown repairs when the computer is not available.

*Maintenance Records.* These records provide for establishing and maintain department records of the physical items in the facility. The maintenance records have two primary functions: 1) trigger PM work orders, and 2) provide a history of scheduled PM and non-scheduled routine, special or project completed work. The records contain five types of information: identification; additional descriptive information; PM task schedule and details; PM work done; and non-scheduled (breakdown) work done.

*Scheduled Reliability Centered Maintenance (PM).* Scheduled PM work orders are generated to satisfy PM tasks specified in the maintenance records. Unlike routine work orders which are entered individually as needed, the computer will generate PM work orders each week. The PM work orders are generated according to the schedules set-up in the maintenance records. Information performed, identification and location of the item on which work is to be performed, the task is to be performed, supplied needed to perform the task, and work order assignment.

*Preventative Maintenance Tasks*

ADVNC AIR will perform preventative maintenance tasks on the equipment listed in the RFP.

*Documentation Method*

ADVNC AIR will provide City of Menlo Park with quarterly reports per building that will be generated from our in-house dispatch software program. These reports will summarize ADVNC AIR's performance and provide critical equipment history. The reports will include the following:

- Total number of calls per building
- Response time to all service requests
- Causes of down time (Operator error, end of lifecycle, etc.)

**PERFORMANCE MEASURES**

**Key Process Indicators**

*Safety*

*Unscheduled Down Time*

It is the policy of ADVNC AIR to provide consistently high-quality services commensurate with client requirements. Effective Quality Assurance is essential to maintaining this policy. The performance of quality services is the responsibility of each individual within the company.

Our proposal will include five areas in which ADVNC AIR is required to perform exceptionally. The detailed elements, Key Process Indicators and “Ratings” for each category are as follows: (Note: The following “Ratings” will be reviewed each quarter to reflect reasonable performance targets.)

1. Adhere to ADVNC AIR’s and (customer name)’s Corporate Safety Standards of which will include on-going safety training and site inspections. The key performance indicator will be measured in lost time accidents and OSHA recordable incidents.

OSHA Recordable

- 0 REC Injuries = 1
- 1 REC with Lost Time exceeding 1 shift = 2
- 2 REC with Lost Time exceeding 1 shift each = 3
- 3 REC with Lost Time exceeding 1 shift each = 4
- 4 REC with Lost Time exceeding 1 shift each = 5

2. Assure that all critical process systems remain in operation with minimal unscheduled down time.

Shut downs per building hours

- Rate less than 2.0% = 1
- Rate less than 2.5% = 2
- Rate less than 3.0% = 3
- Rate less than 4.0% = 4
- Rate less than 5.0% = 5

*Response Time*

3. Respond to emergency service and or customer requests within a specified time frame assuring customer satisfaction and most importantly individual safety. Time Allotments will be based on minimum response times:

<u>Description</u>	<u>Time Allotment</u>
<i>Life Safety/ Environmental</i>	<i>1 Hour</i>
<i>Revenue Disruption</i>	<i>2 Hours</i>
<i>Executive Area service calls</i>	<i>2 Hours</i>
<i>General Office area (Unit Down)</i>	<i>2 Hours</i>
<i>After Hours service</i>	<i>4 Hours</i>

Measured in actual minutes against predetermined time

- 98% within time = 1
- 96% within time = 2
- 94% within time = 3
- 90% within time = 4
- 85% within time = 5

*Personnel Consistency*

4. Assign a lead backup technician to assure site familiarity and personnel consistency. We will measure our performance on the ability to send a lead or backup technician on all service calls.

Lead or backup Technician Only

- 96% within Range = 1
- 93% within Range = 2
- 90% within Range = 3
- 85% within Range = 4
- 80% within Range = 5

PM Schedule

5. Provide a superior level of maintenance service. Maintenance will be completed and work orders will be closed within 5 days of scheduled PM.

Close Work orders

- 98% within Range = 1
- 95% within Range = 2
- 92% within Range = 3
- 89% within Range = 4
- 85% within Range = 5

Call Backs

6. Diagnose and repair equipment malfunctions in general office and manufacturing areas correctly the first time. The KPI will be measured in repeat call backs.

Maximum Call Back Rate

- Rate less than 5% = 1
- Rate less than 7% = 2
- Rate less than 10% = 3
- Rate less than 12% = 4
- Rate less than 15% = 5

**Weighted Averages**

Key Performance Indicators	Weighted Averages
Safety	20%
Down Time	20%
Response Time	20%
Personnel	20%
PM Schedule	10%
Call Backs	10%

ADVNC AIR expects to maintain at minimum an average quarterly rating of three. It is our goal to consistently exceed this average level. If our level of service drops below three, we will immediately institute a written comprehensive corrective action plan.

*ADVNC AIR is committed to providing exceptional service and we welcome the opportunity to be measured.*

## PROJECT STAFFING

	<p>There are several aspects to effectively approach the management of a Reliability Centered Maintenance Program. The first and most critical is staffing the project with competent personnel. ADVNC AIR has selected five staff members with over 75 years of combined experience who will be involved with the operations at City of Menlo Park the Project Manager, Service Manager, Foreman, Controls Engineer and Lead Technician. The key managers will direct maintenance and repair technicians as needed.</p>
<p><i>Project Manager</i></p>	<p>The responsibilities of the Project Manager will include attending City of Menlo Park operational meetings as required and reporting to the City of Menlo Park Facilities Manager. This manager will be the ADVNC AIR point of contact and representative for operational meetings. This person will also oversee the management of all mechanical assets and budgets.</p>
<p><i>Service Manager</i></p>	<p>The Service Manager will report to the project manager. His/her primary responsibility is to interface the ADVNC AIR's preventative maintenance software program for scheduling. This person is responsible for gathering pertinent data when required on equipment history and costs. Reports will be generated and reviewed by the Project Manager and the Service Manager to assure equipment operating efficiencies and/or possible trends. This valuable information will be used for forecasting and life cycle cost analysis.</p>
<p><i>Regional Manager</i></p>	<p>The Regional Manager will report to the project manager. His/her primary responsibility will be to maintain and develop the relationship with the client. The regional manager will oversee the account and handle the needs of City of Menlo Park.</p>
<p><i>Foreman</i></p>	<p>The Foreman will report to the project manager. His/her primary responsibility is overseeing the day-to-day operations of the project. Duties include supervision of the emergency service calls and repairs, ordering of equipment and parts as deemed necessary, scheduling of man power, shut down coordination and project acceptance.</p>
<p><i>Technicians</i></p>	<p>Additional technicians as required will be responsible for responding to the daily emergency service calls and repairs and may assist in ordering of equipment and parts. Duties for these mechanics include responding to urgent calls and actual labor involved with removals, replacements, equipment upgrades and filter/belt change outs.</p>

## RESUMES

Rigo Aranda  
*Lead Technician*

Mr. Aranda has served as Project Foreman for a wide variety of projects at ADVNC AIR. He is one of the company's longest employed people and has been responsible for managing both service and installation projects ranging from a single unit to installation to design/build clean room projects. He has extensive experience on large tonnage Chiller equipment and controls.

*Mr. Aranda has continued his knowledge in the HVAC field by attending classes at the United Association Pipe Filter workers and Refrigeration Service Engineers Society of which he holds a Journeyman Certificate. He has completed classes related to his field that include: Indoor Air Quality, Five different Control System Manufacturers Schooling, Trane Chiller and many more equipment specific training courses.*

Raul Reyes  
*Technician*

Mr. Reyes has eight years of experience in the industry, six with ADVNC AIR. With his extensive hands-on experience, he has become a valuable asset to the company.

Recent project experience at ADVNC AIR includes HVAC troubleshooting and repair at KLA in Milpitas; HVAC and process troubleshooting and repair, as well as EMS Operation and Controls installation at Applied Materials, Santa Clara; and serving as Process Mechanic for Schlumberger Technologies in San Jose, where he was responsible for building, testing and installing specialty chillers and heat exchangers.

*Mr. Reyes attended Universal Technical Institute for HVAC/Refrigeration Service and Repair.*

Charles Lynn  
*Regional Manager*

Mr. Lynn has 9+ years of experience in working on commercial projects and preventive/predictive maintenance solutions. As an account executive, he manages the customer needs, scheduling, has demonstrated proven leadership and management experience in providing direct consulting with team members and clients.

*Mr. Lynn has an extensive sales, marketing, and customer service background. Bringing his talents to ADVNC AIR. He has continued his knowledge with courses in commercial construction, HVAC fields, national renewable energy and project management. Mr. Lynn holds a membership in SMACNA Association and has worked with Commercial Mechanical Service, Inc. and Comfort Systems USA. Mr. Lynn is experienced with the PG&E ACCA 180 Quality Maintenance Program and has successfully implemented the program saving his clients thousands of dollars through rebates and energy efficiency measures.*

Craig Roberts  
*Service Manager*

Mr. Roberts has over 23 years of experience in servicing the HVAC industry. With his extensive hands-on experience, he has become a valuable asset to the company. He has been trained extensively in hazardous materials handling and life safety systems. He previously held a position as Service manager for 10 years at a locally owned HVAC service company which allowed him the opportunity to learn valuable accounting and managerial experience. He has developed a great deal of knowledge in the HVAC field, process troubleshooting and repair, as well as EMS Operation and Controls installation where he was responsible for building, testing and installing specialty chillers and heat exchangers.

*Mr. Roberts has continued his knowledge in the HVAC field by taking classes at the United Association Sheet Metal workers, Refrigeration Service Engineers Society, SMACNA Association Courses, local JATC Courses, and a member of the Apprentice Training Committee. With all the qualified certifications, Mr. Roberts has also worked at many successful companies such as Cal Air Services, and Johnson Controls.*

Peter D'Oliva  
*Project Manager/ Project Engineer*

Mr. D'Oliva has over 10+ years of experience in working on major construction projects. He has demonstrated proven leadership and management experience in providing direct consulting with team members and clients. He has worked on many large-scale projects that have resulted in great outcomes and continues to thrive in his work.

*Mr. D'Oliva earned his Bachelor's Degree in Science, Industrial, and Systems Engineering at San Jose State University. The successful projects that he has worked on include, Broadway Webster Medical Plaza; Project located in down town Oakland. Equity Office Properties; Project located in Palo Alto, EMC<sup>2</sup>; Project located in Santa Clara and much more. Mr. D'Oliva also hold memberships in ASHRAE (American Society of Heating, Refrigerating and Air-Conditioning Engineers), SME (Society of Manufacturing Engineers), AWS (American Welding Society), ASME (American Society of Mechanical Engineers), and USGBC (US Green Building Council).*

Michael Donovan  
*Principal*

Mr. Donovan has over 30+ years of experience in managing, coordinating and expediting mechanical and general construction projects. As President and owner of ADVNC AIR, he brings a wealth of knowledge and experience in completing fast track, tightly budgeted projects.

Mr. Donovan is responsible for delivering programs to ensure quality work to our customers. He has implemented a successful quality control and customer satisfaction program which includes feedback from clients on a project-by-project basis. Also, in his effort to maintain high quality service at this firm, he has implemented several standard reports and documents which are used by in-house mechanics for tracking equipment and performing regular checks.

Sample schedule: Upon acceptance a maintenance schedule will be determined prior to commencing contracted work.

**RELIABILITY CENTERED MAINTENANCE PROCEDURES**

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>HVAC PACKAGE UNITS:</b>												
CHECK COIL CONDITION												
CHECK CONTROL SET POINTS												
CHECK SAFETIES												
CHECK EXPANSION VALVES												
CHECK CRANKCASE HEATER												
CHECK UNIT CHARGE												
CHECK EVAPORATOR TD												
CHECK CONDENSATE PAN AND DRAIN												
CHECK ECONOMIZER OPERATION												
CHECK BELTS												
CHECK DRIVE CONDITION												
CHECK FAN CONDITION												
CHECK FOR PROPER FAN ROTATION												
VISUAL INSPECTION OF ALIGNMENT												
CHECK CONTACTOR AND POINTS												
CHECK ELECTRICAL CONNECTIONS												
CHECK FLAME QUALITY												
CHECK ORIFICES AND NOZZLES												
CHECK MOTOR OPERATION												
LUBRICATE AS REQUIRED												
WASH ECONOMIZER FILTERS												
INSPECT POWER EXHAUST SYSTEM												

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>CONDENSERS:</b>												
CHECK COIL CONDITION												
CHECK CONTROL SET POINTS												
CHECK SAFETIES												
CHECK EXPANSION VALVES												
CHECK CRANKCASE HEATER												
CHECK UNIT CHARGE												
CHECK EVAPORATOR TD												
CHECK CONDENSATE PAN AND DRAIN												
CHECK ECONOMIZER OPERATION												
CHECK BELTS												
CHECK DRIVE CONDITION												
CHECK FAN CONDITION												
CHECK FOR PROPER FAN ROTATION												
VISUAL INSPECTION OF ALIGNMENT												
CHECK CONTACTOR AND POINTS												
CHECK ELECTRICAL CONNECTIONS												

Sample schedule: Upon acceptance a maintenance schedule will be determined prior to commencing contracted work.

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>COOLING TOWERS:</b>												
INSPECT CHEMICAL LEVEL												
INSPECT BASIN												
CHECK CONTROL SETPOINTS												
CHECK MOTOR AMPERAGE												
INSPECT SUMP SCREEN												
INSPECT BAFFLES												
CHECK BELTS												
CHECK DRIVE CONDITION												
ADJUST INLET WATER VALVE												
LUBRICATE AS REQUIRED												

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>CHILLERS:</b>												
READ & CLEAN SYSTEM GAUGES												
CHECK MOTOR AIR INTAKE												
CHECK STARTER/CONTACTOR												
CHECK ELECTRICAL CONTACTS												
SEQUENCE CONTROLS												
CHECK CONTROL SETPOINTS												
CHECK CRANKCASE HEATER												
CHECK REFRIGERANT CHARGE												
CHECK DRIVE COUPLING												
SEQUENCE UNLOADERS												
LUBRICATE AS REQUIRED												
CHECK FOR PROPER FAN ROTATION												
VISUALLY CHECK ALIGNMENT												
CHECK FAN BLADES												
CHECK DRIVE CONDITIONS												
CHECK FOR VIBRATION												
CHECK FOR BEARING WEAR( vibration)												
CHECK COIL CONDITIONS												
CHECK RAIN GUARD												
TIGHTEN ELECTRICAL CONNECTIONS												
LUBRICATE AS REQUIRED												
OIL SPECTROANALYSIS												

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>HUMIDIFIERS:</b>												
CHECK HUMIDIFIER OPERATION												
CHECK HUMIDIFIER PANS												
CLEAN PANS AS NEEDED												

Sample schedule: Upon acceptance a maintenance schedule will be determined prior to commencing contracted work.

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>CONTROLS:</b>												
REVIEW SYSTEM LOG BOOK												
REVIEW ISSUES WITH OPERATOR & DISCUSS PRIORITY												
TEST & OPTIMIZE COMMUNICATION												
ARCHIVE LOG FILES & BACKUP SYSTEM DATABASES												
BASIC SERVER MAINTENANCE AVAILABLE SOFTWARE PATCHES OR DRIVERS RELEASED BY MANUFACTURTER												
REVIEW SYSTEM TRENDS: PARAMETER CHANGES												
REVIEW SYSTEM ALARMS												
VISUALLY CHECK SYSTEM OPERATION FROM GRAPHICS												
PERFORM OVERRIDE REPORT												
TRAINING												
REVIEW SYSTEM OPERATION CALIBRATE FIELD DEVICES AS NECESSARY												
REVIEW SYSTEM ENERGY EFFICIENCY MODIFICATIONS												

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>GAS FIRED UNIT HEATERS:</b>												
CLEAN DIRT ACCUMULATION												
CHECK CONTROLS												
CHECK BELTS												
CHECK DRIVE CONDITION												
CHECK FAN CONDITION												
CHECK FOR PROPER FAN ROTATION												
VISUAL INSPECTION OF ALIGNMENT												
CHECK MOTOR OPERATING AMPS												
CHECK FLAME QUALITY												
CHECK ORIFICE AND NOZZLE												
INSPECT FLUE AND/OR DRAFT DIVERTER												
INSPECT PILOT AND SAFETIES												
INSPECT HEAT EXCHANGER												
LUBRICATE AS REQUIRED												

Sample schedule: Upon acceptance a maintenance schedule will be determined prior to commencing contracted work.

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>EXHAUST FANS:</b>												
CHECK RAIN GUARD												
CHECK BELT GUARD												
CHECK FAN OR BLADE												
CHECK FOR PROPER ROTATION												
CHECK DRIVE CONDITION												
CHECK BELT												
INSPECT STARTER												
CHECK ELECTRICAL CONTACTS												
CHECK ELECTRICAL CONNECTIONS												
MOTOR OPERATING AMPS												
LUBRICATE AS REQUIRED												

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>AIR HANDLERS:</b>												
CHECK FOR PROPER FAN ROTATION												
CHECK STARTER/CONTACTOR												
CHECK ELECTRICAL CONTACTS												
CHECK ELECTRICAL CONNECTIONS												
CHECK EVAPORATOR TD												
CHECK COIL CONDITION												
CHECK CONDENSATE PAN AND DRAIN												
LUBE DAMPERS												
CHECK DAMPER OPERATION												
CHECK FAN AND MOTOR BEARINGS												

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>BOILERS:</b>												
BLOW DOWN BOILER												
CHECK CONTROLS												
CHECK CIRCULATION PUMP												
CHECK LOW WATER CUT-OFF												
CHECK DRAFT BLOWER WHEELS												
CHECK PILOT & BURNERS												
INSPECT MAKE-UP WATER STRAINER												
CHECK PRESSURE REDUCING VALVE												
CHECK FLOAT CONTROLS												
LOG TEMPERATURE IN/OUT												
CHECK TEMPERATURE & PRESSURE												
INSPECT FLUE/DRAFT DIVERTER												
INSPECT PILOT AND SAFETIES												
CHECK WATER TREATMENT												

Sample schedule: Upon acceptance a maintenance schedule will be determined prior to commencing contracted work.

MAINTENANCE TASK	QUARTERLY SCHEDULE											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
<b>AIR COMPRESSORS:</b>												
BLOW DOWN TANK & TRAPS												
CHECK TANK VALVES												
LUBRICATE MOTOR BEARINGS												
CHECK COMPRESSOR OIL LEVEL												
CHECK DRIVE CONDITION												
CLEAN & SERVICE TRAPS												
CHECK BELT & SHEAVE												
ALIGNMENT												
CLEAN CONDENSER												
CHECK AIR DRYER OPERATION												

**REFERENCES:**

City of Morgan Hill – We were contracted to provide preventive maintenance services for the city of Morgan Hill on a quarterly basis. This included mechanical checks, filter replacement among a variety of other maintenance related tasks.

SAMTRANS – ADVNC Air has provided maintenance services to a variety of SAMTRANS locations for over 7+ years. We have maintained a solid relationship based on performance and impeccable track record. Services include preventive maintenance, filter replacement, coil cleaning and as needed replacements and repairs.

City of Menlo Park – As the provider for the city over the last eight years we believe we have demonstrated not only our proficiency but also our dedication to maintaining the city’s HVAC assets. We hope to continue with this trend and in building a long-standing relationship with the city.

Cushman & Wakefield – We maintain a variety of commercial and industrial sites for this property manager with sites from Silicon Valley to the San Francisco Bay Area. We provide quarterly maintenance services and have been working with them consistently for close to a decade.

# PRICING SUMMARY

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



<b>Background</b>			
The bases of award will be the sum of the five (5) year proposal. Prices shall be good for 60 days from opening of bids.			
Year 1 should include pricing for the Menlo Park Community Center and the Youth Center (Attachment A); however, for Years 2-5, Contractor should eliminate the service pricing for the Youth Center.			
<b>Pricing summary</b>			
<b>Year</b>	<b>Dates</b>	<b>12 months cost per month</b>	<b>Cost per year</b>
Year 1	July 1, 2023 – June 30, 2024	\$ 7,499.00	\$ 89,988.00
Year 2	July 1, 2024 – June 30, 2025	\$ 8,340.25	\$ 100,083.00
Year 3	July 1, 2025 – June 30, 2026	\$ 8,548.75	\$ 102,585.00
Year 4	July 1, 2026 – June 30, 2027	\$ 8,762.50	\$ 105,150.00
Year 5	July 1, 2027 – June 30, 2028	\$ 8,981.50	\$ 107,778.00
Five (5) year total:			\$ 505,584.00
<b>Services outside of the contract</b>			
Provide hourly rates for services outside of the contract.			
<b>Service description</b>		<b>Hourly rates</b>	
Control system and programming services		\$ 189.00	
Engineering services		\$ 198.00	



**STAFF REPORT**

**City Council**  
**Meeting Date:** 6/27/2023  
**Staff Report Number:** 23-146-CC

**Consent Calendar:** **Waive the second reading and adopt an ordinance adding Chapter 1.15 “Administrative Citations” and amending Chapter 8.04 “Nuisances” to add additional “Enumerated” nuisances to subsection 8.04.010**

**Recommendation**

Staff recommends the City Council waive the second reading and adopt an ordinance adding Chapter 1.15 “Administrative Citations” and amending Chapter 8.04 “Nuisances” to add additional “Enumerated” nuisances to subsection 8.04.010.

**Policy Issues**

Unabated Menlo Park Municipal Code (MPMC) violations are a drain on personnel and resources and requires resources over and above the level of enforcement services usually provided and constitute a public nuisance. The purpose of this chapter is to provide for an administrative process to aid in enforcing compliance with the applicable laws.

Local law enforcement may generally issue criminal misdemeanor citations for violations of these state or county orders. However, additional enforcement options are currently limited in the city due to the lack of express authority to issue fines by civil administrative citations. These types of citations must be authorized by way of local ordinances, as allowed through state law.

**Background**

The City Council waived the second reading and introduced the Administrative Citation ordinance at the June 13 City Council meeting.

The MPMC is at times violated. These violations may occur for a variety of reasons. When the City becomes aware of violations, and priorities dictate, City staff work to address the violations of laws and standards contained in the MPMC. In many cases simply contacting a responsible party can lead to voluntary compliance and the violation is abated in a reasonably timely manner. However, in other instances, the violations may remain unabated. An administrative citation ordinance will provide additional tools for city enforcement staff to gain compliance for violations. Administrative citations enable the city to impose fines and penalties on persons responsible for those violations. The proposed administrative citation process, and resulting fines, are likely to incentivize greater compliance in a more efficient fashion for all involved. Administrative citations would most typically be utilized to gain compliance for property-related violations, noise ordinance violations, and other code enforcement and nuisance abatement concerns, or force compliance with administrative orders.

Staff fully intends to continue to follow the principle of seeking voluntary compliance with the MPMC and

regulations. The accompanying proposed administrative citation ordinance includes a process that is geared to gain voluntary compliance, and where necessary, impose fines and penalties. As part of putting an administrative citation procedure in place, it will also be necessary to adopt a resolution to provide for the fines and penalties. A resolution is presented on tonight's agenda for City Council consideration for adopting administrative fines, charges and interest for unpaid charges.

## Analysis

Government Code § 53069.4(a)(1) authorizes cities to levy administrative fines for violations of their municipal code, and provides as follows:

The legislative body of a local agency...may by ordinance make any violation of any ordinance enacted by the local agency subject to an administrative fine or penalty. The local agency shall set forth by ordinance the administrative procedures that shall govern the imposition, enforcement, collection, and administrative review by the local agency of those administrative fines or penalties. Where the violation would otherwise be an infraction, the administrative fine or penalty shall not exceed the maximum fine or penalty amounts for infractions set forth in §25132 and subdivision (b) of §36900.

The process for the issuance of administrative citations requires that upon a Code Enforcement Officer discovering a violation they must first issue a notice of violation on the responsible person. The notice of violation is required to describe the violation and how to correct it, and provides the responsible person a reasonable amount of time to comply. That notice is to be delivered to the responsible person in a manner that is reasonably calculated to ensure it is delivered to the responsible person. If the person fails to timely respond and correct the violation, then the Code Enforcement Officer may issue an administrative citation. When issuing the administrative citation, the responsible person is given a date for compliance, when a second citation may then be issued. In order to further compel compliance, each day a violation exists beyond any noticed date of compliance amounts to a separate violation. As such, the amount of the citation can escalate if a responsible person fails to address the violation.

The amounts of fines for violations imposed pursuant to this chapter shall be established by a City Council resolution, including escalating fine amounts for repeat violations within a 12-month period. As noted, a separate item on the City Council agenda tonight proposes a schedule of fines for that purpose. Details and analysis of the setting of the fines is discussed therein.

Government Code §53069.4 also requires the procedures for Administrative Citations to provide a reasonable time for a person to correct the violations before imposing penalties, unless related to health and safety hazards. In addition the government code requires a hardship waiver process, as well as a process for administrative review of the citations. Typically, after receiving an administrative citation, local ordinances provide that the violator has the right to appeal to a hearing officer by filing an appeal within an enumerated number of days. The proposed ordinance suggests any responsible party may request an administrative citation hearing by submitting a completed request for hearing form to the city clerk's office along with the entire amount of the fine (or request for a hardship waiver) within 15 calendar days from the effective date of the citation. If the city clerk's office does not receive the request with the total fine amount or a request for a hardship waiver within the required period, the responsible person shall waive the right to a hearing and the citation shall be deemed final. If the request for a hearing is timely made, after conducting the hearing, the hearing officer shall issue a written decision within 30 days of the conclusion of the hearing either upholding, reducing, conditionally reducing or canceling the fines stated in the citation or any administrative charges imposed. That decision may be reviewed as allowed by state law.

City staff believe the proposed ordinance is drafted in a manner that is fair to all and will provide the City tools many other jurisdictions rely on in compelling compliance with laws.

### Additions to enumerated nuisances

As part of the proposed amendments to the MPMC proposed, staff recommends the City Council consider adopting additional conditions amounting to public nuisances enumerated in MPMC 8.04.010. City staff could then more easily attempt to address such conditions through the administrative citation process,

The conditions recommended to be added to the code here are related to maintenance of properties and providing stronger authority for enforcing compliance with the municipal code. The following conditions are recommended to be added to the end of MPMC 8.04.010, As such, as detailed in that section, "Each and every one of the following conditions, things, matters and acts is deemed a menace to the public health, safety and welfare and is declared to be a public nuisance and shall be abated as such." Those conditions are summarized as follows:

- Accumulation of vegetation and similar matter visible from streets.
- Accumulation of junk, trash or debris.
- Dilapidated and failing fences.
- Any condition which is declared to be a public nuisance by the municipal code.
- Any violation of the zoning ordinance.

Including these as enumerated nuisances would assist the city in its ability to address typical maintenance issues and other violations of the MPMC.

### **Impact on City Resources**

While it is expected that once fully implemented the availability of administrative citations will enhance the city's code enforcement efforts and ultimately reduce costs, initially there will be a need to develop appropriate forms and procedures, which will impact staff. In addition, staff will need to be trained in conducting inspections and issuing the required notices. There will be costs related to mailing of required notices outlined in the ordinance. Those costs are expected to be relatively minor.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

A. Ordinance

Report prepared by:  
Dave Norris, Police Chief

Staff Report #: 23-146-CC

Report reviewed by:  
Assistant City Attorney, Eli Flushman

## ORDINANCE NO. XXXX

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
 ADDING CHAPTER 1.15 (ADMINISTRATIVE CITATIONS) TO TITLE 1  
 (GENERAL PROVISIONS) THE MENLO PARK MUNICIPAL CODE,  
 REGARDING ENFORCEMENT OF VIOLATIONS BY ADMINISTRATIVE  
 CITATIONS, AND AMENDING SECTION 8.04.010 TO ADD ADDITIONAL  
 ENUMERATED NUISANCE CONDITIONS TO TITLE 8 (PEACE, SAFETY AND  
 MORALS)**

WHEREAS, Section VII of Article XI of the California Constitution provides that a city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and,

WHEREAS, California Government Code sections 38771 and 38772, respectively, provide that legislative bodies of cities may declare what constitutes a nuisance and provide for the abatement of any nuisance; and

WHEREAS, the City Council finds that nuisance conditions are offensive and/or annoying to the senses, detrimental to property values and community appearance, an obstruction or interference with the comfortable enjoyment of adjacent properties or premises (both public and private), and/or are hazardous or injurious to the health, safety, and/or welfare of the general public; and,

WHEREAS, it is the City Council's desire to promote and sustain a high quality of life within the City and to protect the health, safety, and welfare of the City's residents, business community, and guests by developing and utilizing regulations that promote the sound maintenance of property and that enhance the appearance, habitability, occupancy, use, and safety of all structures and premises in the City; and,

WHEREAS, the City Council wishes to strengthen the City's ability to compel compliance with the City's municipal code through issuance of administrative citations; and,

NOW THEREFORE, The City Council of the City of Menlo Park does Ordain as follows:

**Section 1.** The above recitals are adopted and incorporated herein.

**Section 2.** Chapter 1.15 (Administrative Citations) is added to Title 1 (General Provisions) of the Menlo Park Municipal Code as set forth in Exhibit A, which is incorporated herein by reference.

**Section 3.** Chapter 8.04 (Nuisances) is amended to add the following subsections to subsection 8.04.010 of the Menlo Park Municipal Code as set forth in Exhibit B, which is incorporated herein by reference.

**Section 4:** Environmental Review.

This Ordinance is not a project within the meaning of section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

**Section 5:** Effective Date.

This Ordinance shall be in full force and effect thirty (30) days from its passage and adoption.

**Section 6:** Severability.

The City Council hereby declares every section, paragraph, sentence, cause, and phrase of this ordinance is severable. If any section, paragraph, sentence, clause, or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

**Section 6:** Certification.

The City Clerk shall cause this ordinance to be posted and/or published in the manner required by law.

INTRODUCED on the thirteenth day of June 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

\_\_\_\_\_  
Jen Wolosin, Mayor

ATTEST:

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

**Chapter 1.15 – Administrative Citations****1.15.010 Title and purpose.**

The City Council finds that there is a need for an alternative method of enforcement for violations of the Menlo Park Municipal Code (MPMC) and other city standards, regulations and policies to protect the public health, safety and welfare of the community. The City Council finds and declares that an appropriate method of enforcement for these violations and to encourage compliance is an administrative citation program. The City Council further finds that continued violations are a drain on personnel and resources, require resources over and above the level of enforcement services usually provided, and constitute a public nuisance. The purpose of this chapter is to provide for an administrative process to aid in enforcing compliance with the applicable laws.

**1.15.020 Applicability.**

- A. This chapter provides for administrative citations which are in addition to all other legal remedies, including criminal, civil or other legally established procedures, which may be pursued to address violations identified in this chapter.
- B. This chapter applies to the following acts or omissions:
  - 1. All violations of the MPMC;
  - 2. All violations of city standards, regulations and policies;
  - 3. All violations of the uniform, technical or other codes or ordinances adopted or incorporated by reference by the city;
  - 4. All other state laws applicable to and enforced by the City of Menlo Park;
  - 5. Failing to comply with any order or condition issued by a commission, board, hearing officer or city staff authorized to issue orders and conditions, including but not limited to the city's building official, code enforcement official, public works director, planning commission or City Council; and
  - 6. Failing to comply with any condition imposed by any entitlement, permit, contract or environmental document issued or approved by the city.
- C. This chapter establishes the administrative procedures for the imposition, enforcement, collection and administrative review of fines and penalties imposed pursuant to Government Code Section 53069.4.
- D. Use of this chapter shall be at the sole discretion of the city.

**1.15.030 Definitions.**

For the purposes of this chapter, the following definitions apply:

“Civil fine” is the monetary sanction established by resolution by the City Council that is imposed by the issuance of a citation.

“Days” shall mean calendar days. In the event a specified time period ends on a weekend or city holiday, then the time period shall end on the next business day.

“Director” shall mean any department head in the city, including the following: city manager, assistant city manager, police chief, community development director, public works director, administrative services director, library and community services director, and any of their designated agents or representatives.

“Enforcement officer” shall mean any city employee or agent of the city with the authority to enforce any provision of this chapter.

“Hearing officer” shall mean any person appointed by the city manager to preside over the hearings described in this chapter. The hearing officer can have no pecuniary interest in the outcome of the hearing, or interest in or bias regarding the case. If the appointee is a city employee, the appointee cannot work in the department that is administering the citation, nor can any decision of the hearing officer be made subject to the employee’s performance evaluation in their regular job.

“Responsible person” shall mean the person or persons whom the director or designee determines is responsible for causing or maintaining any violation of this code or other provisions of this chapter, including but not limited to a property owner, tenant, person with legal interest in real property, or person in possession of real property and their employees and agents to whom a citation has been issued. The term “person” means any natural person, firm, association, business, trust, organization, corporation, partnership, company or any other legal entity.

#### **1.15.35 Authority to issue administrative citation.**

- A. Authority to Issue Citation. Whenever an enforcement officer charged with the enforcement of this code has determined that a code violation has occurred, the enforcement officer shall have the authority to issue an administrative citation, on a form approved by the city manager, to any responsible person, imposing civil fines for the violations.

#### **1.15.040 Notice of violation; prior written warning**

- A. Notice of violation; prior written warning requirement. Prior to the issuance of an Administrative Citation pursuant to this chapter, the responsible person must first be personally served or sent via first class mail a written Notice of Violation, providing a prior written warning notice, and such Notice of Violation shall include the following information:
  1. Date and approximate time the violation was observed;
  2. Name and address of the responsible person and address or definite description of the location where the violation occurred;
  3. Section or sections of the municipal code violated and a short description of the facts that create the violation;
  4. Action required to correct the violation and a reasonable period by which such action must be completed to prevent the imposition of an administrative citation.

5. The consequences of failing to correct the violation, including the amount of fines that can be imposed for each violation; that each day a violation exists can be considered a separate violation; and that unpaid fines are subject to administrative late fees and interest charges.
- B. Service of notice of violation. Service of the notice of violation will be deemed complete if personally served on the responsible party or mailed to the responsible person's address shown on the last San Mateo County equalized property tax assessment rolls or to any other address known for the responsible person. The notice shall become effective on the date of personal service or the date of first class mailing. The failure of a responsible person to receive the notice shall not invalidate any proceeding taken pursuant to this chapter if service was given in the manner set forth in this section.
- C. Citations for acts committed outside of an enforcement officer's presence. An officer may issue a citation for a violation not committed in the officer's presence if the officer has determined through investigation that the responsible person did commit or is otherwise responsible for the violation.
- D. Continuing nature of violations. Each municipal code section violated is a separate offense with an independent fine. Each day a prohibited condition, use or activity under the code exists which is a violation is a separate and distinct offense. A single citation may charge multiple violations covered by this chapter.

**1.15.050 Timing of issuance of citation; contents of citation.**

- A. Once the period for compliance in the Notice of Violation has passed and the enforcement officer determined that there continues to be a violation, the enforcement officer may issue an administrative citation.
- B. Each citation shall include all of the following information:
  1. Date and, if applicable, approximate time the violation was observed;
  2. Name and address of the responsible person in violation and address or definite description of the location where the violation occurred;
  3. Section or sections of the municipal code violated and a short description of the facts that create the violation;
  4. Action required to correct the violation and the date by which such action must be completed to prevent the imposition of the next administrative fine;
  5. Amount of the fine for each violation and procedure to pay the fine;
  6. Consequences of failing to correct the violation, including any late fees and interest charges that will accrue if not timely paid, and which shall constitute a civil debt;
  7. A description of the administrative citation appeal process and the manner by which a hearing on a citation may be obtained (including the form to be used, where it may be procured from, and the period in which a request must be made in order to be timely);

8. Description of the procedure, including the time within which to make a request for a hardship waiver of the advance fine deposit when requesting an appeal hearing; and
9. The name and signature of the officer, and the signature of the responsible person, if they are physically present and will sign the citation at the time of its issuance. The refusal of a responsible person to sign a citation shall not affect its validity or any related subsequent proceeding, nor shall signing a citation constitute an admission that a person has committed a violation of the code.

**1.15.060 Service of citation.**

An administrative citation shall be served in one of the following methods:

- A. An enforcement officer may personally serve the citation on the responsible person. The citation shall become effective on the date of personal service.
- B. An enforcement officer may mail the citation by first class mail and certified mail, return receipt requested, to the responsible person. The citation shall be mailed to the responsible person's address shown on the last San Mateo County equalized property tax assessment rolls or to any other address known for the responsible person. The citation shall become effective on the date of the first class mailing. The failure to serve any responsible person shall not invalidate any proceeding taken pursuant to this chapter.
- C. An enforcement officer shall post the citation on the property where the violation occurs in a conspicuous place when the responsible person resides at an unknown address. A copy of the citation shall also be mailed by first class mail to the responsible person at the property where the violation occurs. The citation shall become effective on the date of the first class mailing.
- D. Failure of a responsible person to receive a citation or notice shall not invalidate any fine, late charge, action or proceeding that is imposed or brought pursuant to this chapter, if service was given in a manner stated in this section.

**1.15.070 Failure to comply with final order to correct violation.**

Failure of a responsible person to comply with a corrective action stated in any uncontested citation, or with regard to a correction order in any hearing officer decision that is deemed confirmed and not appealed to the superior court, shall constitute a new and separate violation and/or misdemeanor offense for each day that the violation continues and/or exists.

**1.15.080 Amount of fines.**

- A. The amounts of fines for violations imposed pursuant to this chapter shall be established by resolution by the City Council, including escalating fine amounts for repeat violations within a 12-month period. The director of the department issuing the citation shall have the discretion to reduce the total fine amounts when there are multiple violations, keeping in mind the ultimate goal is abatement of the violations. In no case can the fines for each violation exceed the amounts established by City Council resolution, which shall be in conformance with state law.

- B. An administrative late fee charge established by City Council resolution shall be owed for fines not paid within 30 days of their due date.
- C. The City Council may, by resolution, also establish and impose a daily interest charge on fines that are not fully paid to the city within 45 calendar days of their issuance when they are not contested, or within 45 calendar days of their nonpayment following the decision of a hearing officer or judicial officer to uphold or confirm the fine. Interest shall not be imposed on a late charge and shall not exceed the maximum rate allowed by law. The rate of interest and the commencement of its accrual may be modified by resolution of the City Council.

**1.15.090 Payment of fines.**

- A. The fine shall be paid to the city administrative services department within 15 calendar days from the effective date of the citation.
- B. Any administrative citation and/or administrative charge paid shall be refunded if it is determined after a hearing that the person issued the administrative citation was not the responsible person or that there was no violation as identified in the administrative citation.
- C. Payment of a fine shall not excuse the responsible person from correcting the violation. The issuance of a citation and/or payment of a fine does not bar the city from taking any other enforcement action regarding a violation that is not corrected, including issuing additional administrative citations, taking city abatement action, and/or filing civil and/or criminal complaints.

**1.15.100 Administrative citation hearing request.**

- A. Any responsible person receiving an administrative citation may contest that there was a violation pursuant to this chapter or that they are the responsible person and may request an appeal hearing as follows:
  - 1. A request for hearing form shall be obtained from the city clerk, and shall be completed and returned to the city clerk's office along with the entire amount of the fine (or request for a hardship waiver pursuant to 1.15.100) within 15 calendar days from the effective date of the citation. If the office of the city clerk does not receive the request with the total fine amount or a request for a hardship waiver within the required period, the responsible person shall have waived the right to a hearing and the citation shall be deemed final.
  - 2. A request for hearing shall require that the person contesting the citation provide a brief statement outlining the responsible person's basis for contesting the citation and an address at which notice of any additional proceeding, correspondence or the decision of the hearing officer may be received.
  - 3. Only after a completed request for hearing form has been filed with the city clerk, and the responsible person has submitted the advance fine deposit or the city has granted a hardship waiver, whichever occurs first, shall the city set the date, time and place for the hearing. The hearing shall be set for a date not less than 15 days nor more than 60 days after the city clerk received the request and either the person contesting the citations has submitted the advance fine deposit or the city has granted a hardship waiver. The

person contesting the citation and the city may mutually agree in writing to hold the hearing at a later date.

4. The responsible person requesting the hearing shall be notified by first class mail of the time and place set for the hearing at least 10 days prior to the date of the hearing. The notice shall be sent to the address provided on the request for hearing form filed by the responsible person. Service shall become effective on the date of first class mailing. Failure of the responsible person requesting the hearing to receive such notice shall not affect the validity of any proceedings taken.
  5. The responsible person or the city may request one continuance, but in no event may the hearing be continued more than 30 days after the date of the originally scheduled hearing unless the hearing officer finds circumstances warrant a longer continuance not to exceed 90 days after the date of the originally scheduled hearing. However, the person contesting the citation and the city may mutually agree in writing to hold the hearing at a later date.
- B. A timely request for a hearing shall not excuse a responsible person from the duty to immediately abate a violation of the code, nor from any other responsibility or legal consequences for a continuation or repeated occurrence(s) of a violation of the code.
- C. The failure of any responsible person to file a request for hearing in accordance with the provisions of this section shall be deemed to be a waiver of their right to an administrative hearing and the citation will be deemed final.

#### **1.15.110 Advance fine deposit hardship waiver.**

Any responsible person who requests a hearing to contest an administrative citation and is financially unable to deposit the fine as required in MPMC 1.15.090 may file a request for hardship waiver as follows:

- A. The request for waiver shall be made on a form obtained from the city clerk and shall be submitted to the city clerk along with all supporting documentation within 15 days of the effective date of the citation.
- B. The requirement of depositing the full amount of the fine as required by MPMC 1.15.090 shall be stayed unless or until the city makes a determination not to issue the hardship waiver.
- C. To be considered for a hardship waiver, the application must be complete and signed and must be accompanied by documents that enable the city manager or designee to reasonably determine the responsible person's financial inability to pay the full amount of the fines in advance of the hearing. The owner may be granted a reasonable extension to supply supporting documentation by the city manager or designee. Documents suitable for consideration may include, without limitation, accurate, complete and legible copies of state and federal income tax returns, and all schedules for the preceding tax year, financial statements, loan applications, bank account records, income and expense records for the 12 months preceding submittal of the waiver form, as well as other documentation demonstrating the responsible person's financial hardship. The city may, at a time chosen in its sole discretion and after a citation is final or confirmed, destroy or discard the documents submitted for a hardship waiver without prior notice to the responsible person.

- D. The city manager or designee shall issue a written decision specifying the reasons for granting or denying the hardship waiver. The written determination of the city manager or designee shall be final and shall be served by first class mail upon the responsible person who applied for the hardship waiver. The decision regarding the request for a hardship waiver shall become effective on the date of the mailing.
- E. Approval of the hardship waiver will result in the city setting a hearing pursuant to this chapter.
- F. If the city manager or designee denies the request for a hardship waiver, the responsible person shall remit the advance fine deposit within 10 days of the decision to deny the hardship waiver. If the advance fine deposit is not received by the city clerk by this date, the request for hearing shall not be accepted and the responsible person shall be deemed to have waived their right to an administrative hearing and the citation shall be deemed final.

**1.15.120 Administrative hearing procedures.**

- A. No hearing to contest an administrative citation before a hearing officer shall be held unless the fine has been deposited in advance in accordance with MPMC 1.15.090 or an advance fine deposit hardship waiver has been issued in accordance with MPMC 1.15.100.
- B. At least 10 days prior to the Administrative Hearing, the City shall serve evidence supporting the issuance of the Administrative Citation intended to be presented at the hearing on the responsible person at the address provided on the request for hearing form. Such information may include information to establish the notice of violation provided and that the violation existed as described in the citation.
- C. At least five days prior to the Administrative Hearing, the responsible person shall provide supporting documentation intended to be presented at the hearing to the city clerk. Such supporting documentation may include evidence showing that the person is not the responsible person or that the violations did not exist as of the date of the issuance of the administrative citation.
- D. Administrative hearings are informal, and formal rules of evidence and discovery do not apply.
- E. Burden of proof. The city bears the burden of proof to establish a violation and who is responsible by a preponderance of the evidence. A validly issued administrative citation with supporting evidence showing that the violation existed as described in the citation shall constitute prima facie evidence of the existence of the violation.
- F. The city and the responsible person contesting the administrative citation shall be given the opportunity to testify and present evidence concerning the administrative citation. The responsible person may represent themselves or be represented by any person of their choice. Either party may bring witnesses who may provide testimony, based on their personal knowledge, in regards to matters related to the existence of a violation. The hearing officer may limit such testimony, in their sole discretion, as they deem appropriate.
- G. The hearing officer may continue the hearing and request additional information from the enforcement officer and/or the responsible person or to conduct an inspection of the building

and/or property involved in the hearing prior to concluding the hearing and issuing a written decision.

- H. If desired, an inspection of the building and/or property by the hearing officer during the hearing may occur if the responsible person consents to the inspection, is given notice of the date and time of the inspection, and both parties are permitted to be present during the inspection. If the building, structure and/or property can be inspected from areas in which the general public has access, or with permission of other persons authorized to provide access to the building and/or property, then notice to and consent of the responsible person are not required. The hearing officer shall state for the record during the hearing the material facts observed and conclusions drawn from the inspection and the responsible person and enforcement officer shall be afforded an opportunity to rebut or explain the matters so stated by the hearing officer.
- I. The failure of the responsible person to appear at the administrative citation hearing shall constitute a forfeiture of the fine and shall be deemed a waiver of their right to an administrative hearing.

**1.15.130 Decision of the hearing officer.**

- A. The hearing officer shall issue a written decision within 30 days of the conclusion of the hearing either upholding, reducing, conditionally reducing or canceling the fines stated in the citation or any administrative charges imposed. The decision shall state the reasons for that decision pursuant to MPMC 1.15.130. Pursuant to Government Code 53069.4(b), each decision shall contain a statement advising the responsible person of the right to judicial review of the decision and the court filing fee as set forth in Government Code Section 70615. The hearing officer's decision is final.
- B. If the hearing officer determines that the administrative citation should be upheld, then the advance fine deposit shall be retained by the city. If a hardship waiver was issued, the written decision shall require the fine to be paid within 30 days of the date of service of the decision. If the fine is not paid within the time specified, the fine shall be subject to the imposition of an administrative late fee charge and interest as set forth in MPMC 1.15.070.
- C. If the hearing officer determines the administrative citation should be canceled and the advance fine was deposited with the city, then the city shall refund the amount of the deposited fine. If the fine is reduced by the hearing officer, the city shall make a partial refund of the advance fine deposit. The city shall issue any refund required within 30 days.
- D. The decision should indicate that the hearing officer's decision is the final decision for the city and that the responsible party has 20 days from the effective date of the decision to file a petition for judicial appeal as set forth in MPMC 1.15.130.
- E. The responsible person shall be served with a copy of the hearing officer's written decision by first class and by certified mail, return receipt requested, to the address provided on the request for hearing form by the responsible person requesting the hearing. The date the decision is deposited with the U.S. Postal Service shall constitute the date of its service. The failure of a responsible person to receive a properly addressed decision shall not invalidate any hearing, city action or proceeding conducted pursuant to this chapter.

**1.15.140 Recovery of fines and administrative charges.**

Any unpaid civil fines, administrative charges and accrued interest shall constitute a civil debt owing to the city jointly and severally by the owner and/or responsible parties. At its discretion, the city may pursue any and all legal and equitable remedies for the recovery of all fines, administrative charges and interest owed to the city. Any property owner or responsible party who fails to pay the fines, administrative charges, or interest owed to the city may be liable in any action brought by the city for costs incurred in securing payment of the delinquent amounts to the extent allowed by law. Pursuit of one remedy does not preclude the pursuit of any other remedies until the total of all fines, administrative charges and interest has been recovered.

**1.15.150 Allocation of recovered fines and administrative charges.**

Fines and administrative charges collected pursuant to this chapter shall be deposited in the city's general fund to offset city enforcement costs.

To be added to the end of 8.04.010 Enumerated:

(23) The exterior accumulation of vegetation, weeds, dirt, litter, rubbish or debris on the property which is visible from a public street, sidewalk, alleyway, right-of-way or neighboring property.

This includes, but is not limited to:

1. Neglected or improperly maintained landscaping, dead, debris-laden, weed-infested or overgrown vegetation, such as trees, shrubs, hedges, grass and ground covers, or vegetation dying as a result of physical damage, disease, insect infestation or lack of water or any other vegetation;
2. Vegetation likely to harbor rats, vermin and other nuisances or causing detriment to neighboring properties, or out of conformity with neighboring community standards to such an extent as to result in appreciable diminution of property values;
3. Vegetation growing on the roof or compromising the integrity of any structure, except for rooftop gardens designed and constructed to withstand structural load;
4. The removal or failure to maintain in good condition any landscaping required as a condition of any permit or development approval or included in the project plans or application without city approval. "Good condition" means that plant material is alive, irrigated, and otherwise cared for to ensure survival.

The provision as to dead or dying vegetation due to lack of water shall not be enforced during a drought year, as determined by the city. For purposes of this subsection, a lawn area shall be deemed overgrown if 50% or more of its area exceeds 4 inches in height (not including decorative grasses).

(24) The accumulation or storage of junk, trash or debris, including but not limited to tires, broken, abandoned or discarded furniture, sinks, toilets, cabinets or other household fixtures, equipment or parts thereof, rubbish, garbage, goods and furnishings, shopping carts, packing boxes, lumber, salvage materials or other materials, accumulations of grease, oil or petroleum-based products of any kind, animal feces, or other debris and litter, which constitutes a fire hazard or safety hazard and/or is stored or accumulated in such a manner as to constitute visual blight which is visible from the public street, sidewalk or right-of-way, alley or adjoining property. This includes the dumping, spillage or storage of solids or liquids which may negatively impact the visual or olfactory nature of the area.

(25) Any fence which is in a condition of dilapidation or disrepair, including, but not limited to, fences with broken slats and sharp edges, or which severely lean or list more than 15 degrees from perpendicular or are in danger of collapse due to the elements, pest infestation, dry rot or other damage.

(26) The existence of any property condition which is unlawful or declared to be a public nuisance pursuant to any other provision in this code. This subsection shall be construed to place an affirmative duty on property owners and occupants to maintain their property in conformity with all applicable codes. The city shall have the power to require property owners and occupants to bring their property into compliance with applicable codes, regardless of whether the building is occupied.

(27) Any violation of the Menlo Park zoning ordinance or any state or county law violation

enforced by the city.



## STAFF REPORT

### City Council

Meeting Date:

6/27/2023

Staff Report Number:

23-151-CC

Consent Calendar:

**Adopt a resolution amending City Council Policy CC-23-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities**

### Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) amending City Council Policy CC-23-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities (CC-23-004).

### Policy Issues

City Council approval is required to update and amend CC-23-004.

### Background

On Feb. 14 the City Council approved the Environmental Quality Commission (EQC) annual work plan. Subsequently, on March 28, the City Council directed staff to amend CC-23-004 with the EQC's updated roles and responsibilities.

Also Feb. 14, the City Council directed staff to update the member composition of the Finance and Audit Committee (FAC) by retaining the FAC membership at seven members, but removing the two City Councilmembers as voting members; creating a FAC composition of seven residents and appointment of one City Councilmember liaison (not a voting member). City Councilmember Doerr was selected as the City Council liaison for the FAC Feb. 28.

### Analysis

Staff is proposing the following edits to CC-23-004 (Exhibit A to the resolution).

- Update the EQC's roles and responsibilities.
  - Justification: direction received Mar. 28.
- Updating Finance and Audit Committee to Finance and Audit Commission.
  - Justification: the FAC is now a seven-member body comprised of residents with one City Councilmember liaison.
- Updating FAC term lengths from two to four years.
  - Justification:
    - The FAC term lengths were initially established at two years to accommodate City Council voting member appointments.
    - The remaining six advisory body terms are four years.
    - To take effect during 2025 annual recruitment.

### **Impact on City Resources**

There is no impact on City resources associated with these updates.

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

A. Resolution

Report prepared by:

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

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
APPROVING AN AMENDMENT TO CITY COUNCIL POLICY CC-23-004  
COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND  
RESPONSIBILITIES**

WHEREAS, the current Environmental Quality Commission Roles and Responsibilities are: The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability; and

WHEREAS, the current Environmental Quality Commission specific focus areas include:

- Preserving heritage trees
- Using best practices to maintain city trees
- Preserving and expanding the urban canopy
- Making determinations on appeals of heritage tree removal permits
- Administering annual Environmental Quality Awards program
- Organizing annual Arbor Day Event; typically, a tree planting event
- Advising on programs and policies related to protection of natural areas, recycling and waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation; and

WHEREAS, currently the Finance and Audit is a committee with two year terms; and

WHEREAS, the City Council approves the amendment to the Environmental Quality Commission Roles and Responsibilities and specific focus areas with:

The Environmental Quality Commission is committed to helping the City of Menlo Park to be a leading sustainable city that inspires institutions and individuals and that is well positioned to manage present and future environmental impacts, including the grave threat of climate change. The Environmental Quality Commission is charged primarily with advising the City Council on matters involving climate change, environmental protection, and sustainability. Specific focus areas include:

- Climate Action Plan – Advise and recommend on the implementation of the climate action plan and;
- Climate Resilience and Adaptation – Ensure that our most vulnerable communities have a voice in policies and programs to protect their communities from environmental impacts; and
- Urban Canopy – Leverage best practices to advise/recommend on the preservation of heritage trees, city trees and expansion of the urban canopy, and make determinations on appeals of heritage tree removal permits; and
- Green and Sustainable Initiatives – Support sustainability initiatives, as needs arise, which may include city events, habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.

as set forth in Exhibit A; and

WHEREAS, the City Council approves the amendment of the Finance and Audit Committee to the Finance and Audit Commission and amending the term to four year.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of June, 2023.

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Judi A. Herren, City Clerk

Exhibits:

A. City Council Policy CC-23-004 Commissions/Committees Policies and Procedures, Roles and Responsibilities

# COMMISSIONS/COMMITTEES POLICIES AND PROCEDURES, ROLES AND RESPONSIBILITIES

City Council Policy #CC-23-004

Adopted ~~January 10~~ June 27, 2023

Resolution No. ~~6803XXXX~~



<b>Purpose</b>
To define policies and procedures and roles and responsibilities for Menlo Park appointed commissions and committees.
<b>Authority</b>
Upon its original adoption, this policy replaced the document known as “Organization of Advisory Commissions of the City of Menlo Park.”
<b>Background</b>
<p>The City of Menlo Park currently has seven active Commissions <del>and Committees</del>. The active advisory bodies are: Complete Streets Commission, Environmental Quality Commission, Finance and Audit <del>Committee</del> Commission, Housing Commission, Library Commission, Parks and Recreation Commission, and Planning Commission. Those not specified in the City Code are established by City Council ordinance or resolution. Most of these advisory bodies are established in accordance with Resolution No. 2801 and its amendments. Within specific areas of responsibility, each advisory body has a primary role of advising the City Council on policy matters or reviewing specific issues and carrying out assignments as directed by the City Council or prescribed by law.</p> <p>Six of the seven commissions <del>and committees</del> listed above are advisory in nature. The Planning Commission is both advisory and regulatory and organized according to the City Code (Ch. 2.12) and State statute (Government Code §65100 et seq., §65300-65401).</p> <p>The City has an adopted Anti-Harassment and Non-Discrimination Policy (CC-21-0022), and a Travel, Meal, and Lodging Policy (CC-19-002), which are also applicable to all advisory bodies.</p>
<b>Policies and Procedures</b>
<p><u>Relationship to City Council, staff and media</u></p> <ul style="list-style-type: none"> <li>• Upon referral by the City Council, the commission/committee shall study referred matters and return their recommendations and advise to the City Council. With each such referral, the City Council may authorize the City staff to provide certain designated services to aid in the study.</li> <li>• Upon its own initiative, the commission/committee shall identify and raise issues to the City Council’s attention and from time to time explore pertinent matters and make recommendations to the City Council.</li> <li>• At a request of a member of the public, the commission/committee may consider appeals from City actions or inactions in pertinent areas and, if deemed appropriate, report and make recommendations to the City Council.</li> <li>• Each commission/committee is required to develop an annual work plan which will be the foundation for the work performed by the advisory body in support of City Council annual work plan. The plan, once finalized by a majority of the commission/committee, will be formally presented to the City Council for direction and approval no later than September 30 of each year and then reported out on by a representative of the advisory body at a regularly scheduled City Council meeting at least annually, but recommended twice a year. The proposed work plan must align with the City Council’s adopted work plan. When modified, the work plan must be taken to the City Council for approval. The Planning Commission is exempt from this requirement as its functions are governed by the Menlo Park municipal code (Chapter 2.12) and State law (Government Code §65100 et seq., §65300-65401).</li> <li>• Commissions and committees shall not become involved in the administrative or operational matters of City departments. Members may not direct staff to initiate major programs, conduct large studies or establish department policy. City staff assigned to furnish staff services shall be available to provide general staff assistance, such as preparation of agenda/notice materials and minutes, general review of department programs and activities, and to perform limited studies, program reviews, and other services of a general staff nature. Commissions/Committees may not establish department work programs or determine department program priorities. The responsibility for setting policy and allocating scarce City resources rests with the City’s duly elected representatives, the City Council.</li> <li>• Additional or other staff support may be provided upon a formal request to the City Council.</li> <li>• The staff liaison shall act as the commission/committee’s lead representative to the media concerning matters before the commission/committee. Commission/Committee members should refer all media inquiries to their respective liaisons for response. Personal opinions and comments may be expressed so long as the commission/committee member clarifies that their statements do not represent the position of the City Council.</li> <li>• Commission/Committee members will have mandatory training every two years regarding the Brown Act and</li> </ul>

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parliamentary procedures, anti-harassment training, ethics training, and other training required by the City Council or State Law. The commission/committee members may have the opportunity for additional training, such as training for chair and vice chair. Failure to comply with the mandatory training will be reported to the City Council and may result in replacement of the member by the City Council.

- Requests from commission/committee member(s) determined by the staff liaison to take one hour or more of staff time to complete, must be directed by the City Council.

### Role of City Council commission/committee liaison

City Councilmembers are assigned to serve in a liaison capacity with one or more city commission/committee. The purpose of the liaison assignment is to facilitate communication between the City Council and the advisory body. The liaison also helps to increase the City Council's familiarity with the membership, programs and issues of the advisory body. In fulfilling their liaison assignment, City Councilmembers may elect to attend commission/committee meetings periodically to observe the activities of the advisory body or simply maintain communication with the commission/committee chair on a regular basis.

City Councilmembers should be sensitive to the fact that they are not participating members of the commission/committee, but are there rather to create a linkage between the City Council and commission/committee. In interacting with commissions/committee, City Councilmembers are to reflect the views of the City Council as a body. Being a commission/committee liaison bestows no special right with respect to commission/committee business.

Typically, assignments to commission/committee liaison positions are made at the beginning of a City Council term in December. The Mayor will ask City Councilmembers which liaison assignments they desire and will submit recommendations to the full City Council regarding the various committees, boards, and commissions which City Councilmembers will represent as a liaison. In the rare instance where more than one City Councilmember wishes to be the appointed liaison to a particular commission, a vote of the City Council will be taken to confirm appointments.

### City Staff Liaison

The City has designated staff to act as a liaison between the commission/committee and the City Council. The City shall provide staff services to the commission/committee which will include:

- Developing a rapport with the Chair and commission/committee members
- Providing a schedule of meetings to the city clerk's office and commission/committee members, arranging meeting locations, maintaining the minutes and other public records of the meeting, and preparing and distributing appropriate information related to the meeting agenda.
- Advising the commission/committee on directions and priorities of the City Council.
- Informing the commission/committee of events, activities, policies, programs, etc. occurring within the scope of the commission/committee's function.
- Ensuring the city clerk is informed of all vacancies, expired terms, changes in offices, or any other changes to the commission/committee.
- Providing information to the appropriate appointed official including reports, actions, and recommendations of the committee/commission and notifying them of noncompliance by the commission/committee or chair with City policies.
- Ensuring that agenda items approved by the commission/committee are brought forth in a timely manner taking into consideration staff capacity, City Council priorities, the commission/committee work plan, and other practical matters such as the expense to conduct research or prepare studies, provided appropriate public notification, and otherwise properly prepare the item for commission/committee consideration.
- Take action minutes; upon agreement of the commission, this task may be performed by one of the members (staff is still responsible for the accuracy and formatting of the minutes)
- Maintain a minute book with signed minutes

### Recommendations, requests and reports

As needed, near the beginning of City Council meetings, there will be an item called "Advisory Body Reports." At this time, commissions/committees may present recommendations or status reports and may request direction and support from the City Council. Such requests shall be communicated to the staff liaison in advance, including any written materials, so that they may be listed on the agenda and distributed with the agenda packet. The materials being

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provided to the City Council must be approved by a majority of the commission/committee at a commission/committee meeting before submittal to the City Council. The City Council will receive such reports and recommendations and, after suitable study and discussion, respond or give direction.

### City Council referrals

The city clerk shall transmit to the designated staff liaison all referrals and requests from the City Council for advice and recommendations. The commissions/committees shall expeditiously consider and act on all referrals and requests made by the City Council and shall submit reports and recommendations to the City Council on these assignments.

### Public appearance of commission/committee members

When a commission/committee member appears in a non-official, non-representative capacity before the public, for example, at a City Council meeting, the member shall indicate that they are speaking only as an individual. This also applies when interacting with the media and on social media. If the commission/committee member appears as the representative of an applicant or a member of the public, the Political Reform Act may govern this appearance. In addition, in certain circumstances, due process considerations might apply to make a commission/committee member's appearance inappropriate. Conversely, when a member who is present at a City Council meeting is asked to address the City Council on a matter, the member should represent the viewpoint of the particular commission/committee as a whole (not a personal opinion).

### Disbanding of advisory body

Upon recommendation by the Chair or appropriate staff, any standing or special advisory body, established by the City Council and whose members were appointed by the City Council, may be declared disbanded due to lack of business, by majority vote of the City Council.

### Meetings and officers

#### 1. *Agendas/notices/minutes*

- All meetings shall be open and public and shall conduct business through published agendas, public notices and minutes and follow all of the Brown Act provisions governing public meetings. Special, canceled and adjourned meetings may be called when needed, subject to the Brown Act provisions.
- Support staff for each commission/committee shall be responsible for properly noticing and posting all regular, special, canceled and adjourned meetings. Copies of all meeting agendas, notices and minutes shall be provided to the City Council, city manager, city attorney, city clerk and other appropriate staff, as requested.
- Original agendas and minutes shall be filed and maintained by support staff in accordance with the City's adopted records retention schedule.
- The official record of the commissions/committees will be preserved by preparation of action minutes.

#### 2. *Conduct and parliamentary procedures*

- Unless otherwise specified by State law or City regulations, conduct of all meetings shall generally follow Robert's Rules of Order.
- A majority of commission/committee members shall constitute a quorum and a quorum must be seated before official action is taken.
- The chair of each commission/committee shall preside at all meetings and the vice chair shall assume the duties of the chair when the chair is absent.
- The role of the commission/committee chair (according to Roberts Rules of Order): To open the session at the time at which the assembly is to meet, by taking the chair and calling the members to order; to announce the business before the assembly in the order in which it is to be acted upon; to recognize members entitled to the floor; to state and put to vote all questions which are regularly moved, or necessarily arise in the course of the proceedings, and to announce the result of the vote; to protect the assembly from annoyance from evidently frivolous or dilatory motions by refusing to recognize them; to assist in the expediting of business in every compatible with the rights of the members, as by allowing brief remarks when undebatable motions are pending, if they think it advisable; to restrain the members when engaged in debate, within the rules of order, to enforce on all occasions the observance of order and decorum among the members, deciding all questions of order (subject to an appeal to the assembly by any two members) unless when in doubt he prefers to submit the question for the decision of the assembly; to inform the assembly when necessary, or when referred to for the purpose, on a point of order to practice pertinent to pending business; to authenticate by their signature, when necessary, all the acts, orders, and proceedings of the assembly declaring it will and in all things obeying its commands.

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### 3. *Lack of a quorum*

- When a lack of a quorum exists at the start time of a meeting, those present will wait 15 minutes for additional members to arrive. If after 15 minutes a quorum is still not present, the meeting will be adjourned by the staff liaison due to lack of a quorum. Once the meeting is adjourned it cannot be reconvened.
- The public is not allowed to address those commissioners present during the 15 minutes the commission/committee is waiting for additional members to arrive.
- Staff can make announcements to the members during this time but must follow up with an email to all members of the body conveying the same information.
- All other items shall not be discussed with the members present as it is best to make the report when there is a quorum present.

### 4. *Meeting locations and dates*

- Meetings shall be held in designated City facilities, as noticed.
- All commissions/committees with the exception of the Planning Commission, and Finance and Audit ~~Committee~~ Commission shall conduct regular meetings once a month. Special meetings may also be scheduled as required by the commission/committee. The Planning Commission shall hold regular meetings twice a month and the Finance and Audit ~~Committee~~ Commission shall hold quarterly meetings.
- Monthly regular meetings shall have a fixed date and time established by the commission/committee. Changes to the established regular dates and times are subject to the approval of the City Council. An exception to this rule would include any changes necessitated to fill a temporary need in order for the commission/committee to conduct its meeting in a most efficient and effective way as long as proper and adequate notification is provided to the City Council and made available to the public.

The schedule of Commission/~~Committee~~ meetings is as follows:

- Complete Streets Commission – Every second Wednesday at 6:30 p.m.
- Environmental Quality Commission – Every third Wednesday at 6 p.m.
- Finance and Audit ~~Committee~~ Commission – Third Thursday of every quarter at 5:30 p.m.,
- Housing Commission – Every first Wednesday at 6:30 p.m.
- Library Commission – Every third Monday at 6:30 p.m.
- Parks and Recreation Commission – Every fourth Wednesday at 6:30 p.m.
- Planning Commission – Twice a month on a Monday at 7 p.m.

Each commission/committee may establish other operational policies subject to the approval of the City Council. Any changes to the established policies and procedures shall be subject to the approval of the City Council.

### 5. *Off-premises meeting participation*

While technology allows commission/committee members to participate in meetings from a location other than the meeting location (referred to as “off-premises”), off-premises participation is discouraged given the logistics required to ensure compliance with the Brown Act and experience with technological failures disrupting the meeting. In the event that a commission/committee member believes that their participation is essential to a meeting, the following shall apply:

- Any commission/committee member intending to participate from an off-premise location shall inform the staff liaison at least two weeks in advance of the meeting.
- The off-premise location must be identified in the notice and agenda of the meeting.
- Agendas must be posted at the off-premise location.
- The off-premise location must be accessible to the public and be ADA compliant.
- The commission/committee member participating at a duly noticed off-premises location does not count toward the quorum necessary to convene a meeting of the commission/committee.
- For any one meeting, no more than one commission/committee member may participate from an off-premise location.
- All votes must be by roll call.

### 6. *Selection of chair and vice chair*

- The chair and vice chair shall be selected in May of each year by a majority of the members and shall serve for one year or until their successors are selected.
- Each commission/committee shall annually rotate its chair and vice chair.

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### G. Memberships

#### *Appointments/Oaths*

- The City Council is the appointing body for all commissions/committees. All members serve at the pleasure of the City Council for designated terms.
- All appointments and reappointments shall be made at a regularly scheduled City Council meeting, and require an affirmative vote of not less than a majority of the City Council present.
- Before taking office, all members must complete an Oath of Allegiance required by Article XX, §3, of the Constitution of the State of California. All oaths are administered by the city clerk or their designee.
- Appointments made during the middle of the term are for the unexpired portion of that term.

#### *Application and selection process*

- The application process begins when a vacancy occurs due to term expiration, resignation, removal or death of a member.
- The application period will normally run for a period of four weeks from the date the vacancy occurs. If there is more than one concurrent vacancy in a Commission, the application period may be extended. Applications are available from the city clerk's office and on the City's website.
- The city clerk shall notify members whose terms are about to expire whether or not they would be eligible for reappointment. If reappointment is sought, an updated application will be required.
- Applicants are required to complete and return the application form for each commission/committee they desire to serve on, along with any additional information they would like to transmit, by the established deadline. Applications sent by email are accepted.
- After the deadline of receipt of applications, the city clerk shall schedule the matter at the next available regular City Council meeting. All applications received will be submitted and made a part of the City Council agenda packet for their review and consideration. If there are no applications received by the deadline, the city clerk will extend the application period for an indefinite period of time until sufficient applications are received.
- Upon review of the applications received, the City Council reserves the right to schedule or waive interviews, or to extend the application process in the event insufficient applications are received. In either case, the city clerk will provide notification to the applicants of the decision of the City Council.
- If an interview is requested, the date and time will be designated by the City Council. Interviews are open to the public.
- The selection/appointment process by the City Council shall be conducted at a City Council meeting. The city clerk will ask each City Councilmember for their nominations; the number of nominations is limited to the number of vacancies. The candidate that receives a majority of nominations will be appointed. If there is a tie, multiple rounds of voting will occur.
- Following a City Council appointment, the city clerk shall notify successful and unsuccessful applicants accordingly, in writing. Appointees will receive copies of the City's Non-Discrimination and Sexual Harassment policies, and disclosure statements for those members who are required to file under State law as designated in the City's Conflict of Interest Code. Copies of the notification will also be distributed to support staff and the commission/committee chair.
- An orientation will be scheduled by the city clerk following an appointment (but before taking office) and a copy of this policy document will be provided at that time.

#### *Attendance*

- A compilation of attendance will be submitted to the City Council at least annually listing absences for all commissions/committee members.
- Absences, which result in attendance at less than two-thirds of their meetings during the calendar year, will be reported to the City Council and may result in replacement of the member by the City Council.
- Any member who feels that unique circumstances have led to numerous absences can appeal directly to the City Council for a waiver of this policy or to obtain a leave of absence.
- While it is expected that members be present at all meetings, the chair and staff liaison should be notified if a member knows in advance that they will be absent.
- When reviewing commissioners for reappointment, overall attendance at full commission meetings will be given significant consideration.

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### *Compensation*

- Members shall serve without compensation (unless specifically provided) for their services, provided, however, members shall receive reimbursement for necessary travel expenses and other expenses incurred on official duty when such expenditures have been authorized by the City Council (See Policy CC-19-002).

### *Conflict of interest and disclosure requirements*

- A Conflict of Interest Code has been updated and adopted by the City pursuant to Government Code §87300 et seq. Copies of the conflict of interest code are filed with the city clerk. Pursuant to the adopted Conflict of Interest Code, members serving on the Complete Streets Commission, Housing Commission, and Planning Commission are required to file a Statement of Economic Interest with the city clerk to disclose personal interest in investments, real property and income. This is done within 30 days of appointment and annually thereafter. A statement is also required within 30 days after leaving office.
- If a public official has a conflict of interest, the Political Reform Act may require the official to disqualify themselves from making or participating in a governmental decision, or using their official position to influence a governmental decision. Questions in this regard may be directed to the city attorney.

### *Qualifications, compositions, number*

- In most cases, members shall be residents of the City of Menlo Park and at least 18 years of age.
- Current members of any other City commission/committee are disqualified for membership, unless the regulations for that advisory body permit concurrent membership. Commission/Committee members are strongly advised to serve out the entirety of the term of their current appointment before seeking appointment on another commission/committee.
- Commission/Committee members shall be permitted to retain membership while seeking any elective office. However, members shall not use the meetings, functions or activities of such bodies for purposes of campaigning for elective office.
- There shall be seven (7) members on each commission/committee.

### *Reappointments, resignations, removals*

- Incumbents seeking a reappointment are required to complete and file an application with the city clerk by the application deadline. No person shall be reappointed to a commission/committee who has served on that same body for two consecutive terms; unless a period of one year has lapsed since the returning member last served on that commission/committee (the one-year period is flexible subject to City Council's discretion).
- Resignations must be submitted in writing to the city clerk, who will distribute copies to City Council and appropriate staff.
- The City Council may remove a member by a majority vote of the City Council without cause, notice or hearing.

### *Term of office*

- Unless specified otherwise, the term of office for all commission/committees shall be four (4) years unless a resignation or a removal has taken place. ~~The Finance and Audit Committee term of office shall be two (2) years.~~
- If a person is appointed to fill an unexpired term and serves less than two years, that time will not be considered a full term. However, if a person is appointed to fill an unexpired term and serves two years or more, that time will be considered a full term.
- Terms are staggered to be overlapping four-year terms, so that all terms do not expire in any one year.
- If a member resigns before the end of their term, a replacement serves out the remainder of that term.

### *Vacancies*

- Vacancies are created due to term expirations, resignations, removals or death.
- Vacancies are posted by the city clerk in the City Council Chambers bulletin board and on the city website.
- Whenever an unscheduled vacancy occurs in any commission/committee, a special vacancy notice shall be posted within 20 days after the vacancy occurs. Appointment shall not be made for at least 10 working days after posting of the notice (Government Code §54974).
- On or before December 31 of each year, an appointment list of all regular advisory commissions/committees of the City Council shall be prepared by the city clerk and posted in the City Council Chambers bulletin board and on the City's website. This list is also available to the public. (Government Code §54972, Maddy Act).

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**Roles and Responsibilities**

Complete Streets Commission

The Complete Streets Commission is charged primarily with advising the City Council on realizing the City's adopted goals for complete streets, vision zero, climate action plan, and provide input on major land use and development projects as it relates to transportation. The Complete Streets Commission's responsibilities include:

- To advance the goals of the city's newly adopted climate action plan by making alternatives to driving safer and more attractive
- Advise City Council on the implementation of the transportation master plan.
- Continue to advocate for and advise the City Council on planning and installing pedestrian and bicycle rail crossing and safe cycling/pedestrian infrastructure.
- Continue to support City Council in ongoing initiatives to improve access to Downtown and support downtown businesses.
- Continue to support the implementation of the Safe Routes to School strategy and advocate for community engagement, program continuity and engineering implementation.
- Continue to support City Council's role as a stakeholder with regard to regional multi-modal and transportation demand management programs projects to increase

Environmental Quality Commission

~~The Environmental Quality Commission is committed to helping the City of Menlo Park to be a leading sustainable city that inspires institutions and individuals and that is well positioned to manage present and future environmental impacts, including the grave threat of climate change. The Environmental Quality Commission is charged primarily with advising the City Council on matters involving climate change, environmental protection, and sustainability. The Environmental Quality Commission is charged primarily with advising the City Council on matters involving environmental protection, improvement and sustainability.~~ Specific focus areas include:

- ~~Climate Action Plan - Advise and recommend on the implementation of the climate action plan.~~
- ~~Climate Resilience and Adaptation - Ensure that our most vulnerable communities have a voice in policies and programs to protect their communities from environmental impacts.~~
- ~~Urban Canopy - Leverage best practices to advise/recommend on the preservation of heritage trees, city trees and expansion of the urban canopy; and make determinations on appeals of heritage tree removal permits.~~
- ~~Green and Sustainable Initiatives – Support sustainability initiatives, as needs arise, which may include city-led events, habitat protection, healthy ecology, environmental health protection, healthy air, surface water runoff quality, water conservation and waste reduction.~~

- ~~Preserving heritage trees~~
- ~~Using best practices to maintain city trees~~
- ~~Preserving and expanding the urban canopy~~
- ~~Making determinations on appeals of heritage tree removal permits~~
- ~~Administering annual Environmental Quality Awards program~~
- ~~Organizing annual Arbor Day Event; typically, a tree planting event~~
- ~~Advising on programs and policies related to protection of natural areas, recycling and waste reduction, environmentally sustainable practices, air and water pollution prevention, climate protection, and water and energy conservation.~~

Finance and Audit ~~Committee~~ Commission

The Finance and Audit ~~Committee~~ Commission is charged primarily to support delivery of timely, clear and comprehensive reporting of the City's fiscal status to the community at large. Specific focus areas include:

- Review the process for periodic financial reporting to the City Council and the public, as needed
- Review financial audit and annual financial report with the City's external auditors
- Review of the resolution of prior year audit findings
- Review of the auditor selection process and scope, as needed

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### Housing Commission

The Housing Commission is charged primarily with advising the City Council on housing matters including housing supply and housing related problems. Specific focus areas include:

- Community attitudes about housing (range, distribution, racial, social-economic problems)
- Programs for evaluating, maintaining, and upgrading the distribution and quality of housing stock in the City
- Planning, implementing and evaluating City programs under the Housing and Community Development Act of 1974
- Review and recommend to the City Council regarding the Below Market Rate (BMR) program
- Initiate, review and recommend on housing policies and programs for the City
- Review and recommend on housing related impacts for environmental impact reports
- Review and recommend on State and regional housing issues
- Review and recommend on the Housing Element of the General Plan

### Library Commission

The Library Commission is charged primarily with advising the City Council on matters related to the maintenance and operation of the City's libraries and library systems. Specific focus areas include:

- The scope and degree of library activities
- Maintenance and protection of City libraries
- Evaluation and improvement of library service
- Acquisition of library materials
- Coordination with other library systems and long range planning
- Literacy and ESL programs

### Parks and Recreation Commission

The Parks and Recreation Commission is charged primarily with advising the City Council on matters related to City programs and facilities dedicated to recreation. Specific focus areas include:

- Those programs and facilities established primarily for the participation of and/or use by residents of the City, including adequacy and maintenance of such facilities as parks and playgrounds, recreation buildings, facilities and equipment
- Adequacy, operation and staffing of recreation programs
- Modification of existing programs and facilities to meet developing community needs
- Long range planning and regional coordination concerning park and recreational facilities

### Planning Commission

The Planning Commission is organized according to State Statute.

- The Planning Commission reviews development proposals on public and private lands for compliance with the General Plan and Zoning Ordinance.
- The Commission reviews all development proposals requiring a use permit, architectural control, variance, minor subdivision and environmental review associated with these projects. The Commission is the final decision-making body for these applications, unless appealed to the City Council.
- The Commission serves as a recommending body to the City Council for major subdivisions, rezoning's, conditional development permits, Zoning Ordinance amendments, General Plan amendments and the environmental reviews and Below Market Rate (BMR) Housing Agreements associated with those projects.
- The Commission works on special projects as assigned by the City Council.

### **Special Advisory Bodies**

The City Council has the authority to create standing committees, task forces or subcommittees for the City, and from time to time, the City Council may appoint members to these groups. The number of persons and the individual appointee serving on each group may be changed at any time by the City Council. There are no designated terms for members of these groups; members are appointed by and serve at the pleasure of the City Council.

Any requests of city commissions or committees to create such ad hoc advisory bodies shall be submitted in writing to the city clerk for City Council consideration and approval.

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<b>Procedure history</b>		
Action	Date	Notes
Procedure adoption	1991	Resolution No. 3261
Procedure adoption	2001	
Procedure adoption	2011	
Procedure adoption	2013	Resolution No. 6169
Procedure adoption	2017	Resolution No. 6377
Procedure adoption	6/8/2021	Resolution No. 6631
Procedure adoption	3/1/2022	Resolution No. 6706
Procedure adoption	3/8/2022	Resolution No. 6718
Procedure adoption	9/20/2022	Resolution No. 6776
Procedure adoption	1/10/2023	Resolution No. 6803
<u>Procedure adoption</u>	<u>6/27/2023</u>	<u>Resolution No. XXXX</u>



## STAFF REPORT

### City Council

Meeting Date:

6/27/2023

Staff Report Number:

23-147-CC

### Public Hearing:

**Adopt a resolution overruling protests, ordering the improvements, confirming the diagram/area of assessment and ordering the levy and collection of assessments for Landscaping Assessment District for fiscal year 2023-24**

### Recommendation

Staff recommends that the City Council adopt a resolution (Attachment A) overruling protests, ordering the improvements, confirming the diagram/area of assessment, and ordering the levy and collection of assessments. The tree assessment would increase by 3% to \$91.38 per single family equivalent (SFE) per year and the sidewalk assessment would increase by 3% to \$48.82 per SFE per year for the Landscaping Assessment District (District) for fiscal year 2023-24.

### Policy Issues

The funds collected through the District are used for the maintenance of the city's trees and sidewalks. If the City Council does not adopt the resolution required for the collection of the assessments, the lack of adequate funding would reduce the level of service required for the proper care and maintenance of the city's trees and sidewalks.

### Background

In 1983, the City of Menlo Park established a District for the proper care and maintenance of city street trees. In 1990, the city added an assessment for the repair and maintenance of sidewalks, curb, gutter, and parking strips in the public right-of-way that were damaged by city street trees. The street sweeping services are funded by San Mateo County Measure M and by the District. The Measure M funding, administered by the City/County Association of Governments of San Mateo County, was approved by the voters of San Mateo County in 2010. It imposes an annual fee of \$10 on registered motor vehicles for congestion and water pollution mitigation programs. Each year, the city must act to continue the collection of assessments.

On May 23, the City Council adopted Resolution No. 6830 preliminarily approving the engineer's report and Resolution No. 6831 stating its intention to order the levy and collection of assessments for the District for fiscal year 2023-24.

### Analysis

The District fee partially covers three city-provided services:

- Street tree maintenance;
- Street sweeping; and

- Sidewalk, curbs, gutters, parking strip repair and replacement for areas damaged by street trees.

To cover the tree maintenance program's budget for fiscal year 2023-24, the engineer's report proposes an assessment of \$91.38 per SFE per year. This reflects a 3% increase from last year's assessment of \$88.72 (an increase of \$2.66). The increase accounts for additional tree care required due to pests and disease, and higher tree pruning and street sweeping costs.

The engineer's report also proposes a sidewalk, curb, gutter, and parking strip assessment of \$48.82 per SFE per year. This reflects a 3% increase from last year's assessment of \$47.40 (an increase of \$1.42). The increase addresses the annual sidewalk replacement needs and the current backlog.

For example, for a single-family house with one street tree and a sidewalk in front of the property, the property owner would pay a District fee of \$140.20. With the fee, the city provides the following services:

- Conducts a five-year routine maintenance schedule to trim the trees;
- Evaluates trimming and removal requests, and plants street trees. City staff also removes fallen tree limbs and dangling branches;
- Sweeps the streets to remove tree debris; and
- Repairs or replaces the sidewalk if the city's street tree damages it. A resident may request the sidewalk to be evaluated and placed in queue for it to be fixed (Attachment C).

The assessments are subject to an annual adjustment based on the engineering news record construction cost index for the San Francisco Bay Area. The 3% increase from last year's assessment is less than the maximum assessment authorized rate of \$128.47 per SFE for tree maintenance and \$57.36 per SFE for sidewalk, curb, gutter, parking strip maintenance. Although staff does not recommend implementing the maximum rate, if City Council chose to implement it, the increase would be legally permissible without additional ballot proceedings.

On May 23, the City Council adopted Resolution No. 6831, which initiated the period in which property owners can protest the amount of their proposed assessments. Staff did not receive any protests as of the published date of the staff report. Before taking any final action, the City Council must conduct the public hearing and give direction regarding any protests received. If a majority protest has not been filed, the City Council may adopt a resolution confirming the diagram/area of assessment and assessment rates, as outlined in the engineer's report. If the City Council confirms and approves the assessment rates by adopting the resolution, the levies would be submitted to the county controller for inclusion on the property tax roll for fiscal year 2023-24.

### **Impact on City Resources**

Funding of the District's tree maintenance, street sweeping, and sidewalk repair programs come from a variety of sources, including the carry-over of unspent funds from prior years, annual tax assessment revenues, Measure M and contributions from the general fund (described in the following paragraph). If the City Council does not order the levy and collection of assessments, the impact on city general fund resources would be approximately \$1,148,100. This represents the total amount of the proposed tree and sidewalk assessments. Without the levy, the city-provided services to repair sidewalks, maintain street trees, and sweep streets would be eliminated or significantly reduced.

The city's street sweeping contract services are funded by the entire \$140,000 in Measure M funds (\$10 vehicle registration fee) received annually and approximately \$82,000 from the Tree Assessment Fund for a total of \$222,000 to be funded in fiscal year 2022-23. In addition, the Assessment also funds a portion of

city staff time related to debris removal.

<b>Table 1: Landscape assessments for proposed fiscal year 2023-24 budget</b>	
Projected beginning fund balance	\$833,888.00
Estimated revenues:	
Landscape assessment revenue	\$1,148,080.86
General fund contribution	\$356,939.94
Measure M funds	\$140,000.00
<b>Total</b>	<b>\$1,645,020.80</b>
Estimated expenses:	
Street tree maintenance	\$890,362.59
Debris removal (including street sweeping services)	\$297,022.18
Sidewalk, curb, gutter, parking strip repair/replacement	\$605,000.00
Administrative and County assessment fees	\$195,375.00
<b>Total</b>	<b>\$1,987,759.77</b>
Projected ending fund balance	\$491,149.03

It is reasonable to assume that a portion of the usage and enjoyment of the improvements is for the greater public, since the District results in preservation of the city’s tree canopy, provision of safe walking facilities, and debris removal by street sweeping. Therefore, the general fund must contribute a portion of the total cost of the program. An estimate of 25% contribution by the general fund was established by the city and assessment engineer when the assessment was created in 1998 and must occur annually. For fiscal year 2023-24, the minimum general fund contribution requirement is \$356,939.94, which is 25% of the anticipated program expenses of approximately \$2 million. The city contributions from the general fund and general capital fund for fiscal year 2023-24 will meet this required amount. The entire program budget for fiscal year 2023-24 is included in the engineer’s report (Attachment B). The program fund balance would be used to backfill the shortfall between assessment revenue and total costs.

**Environmental Review**

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

**Public Notice**

Public notification was achieved by posting a legal notice in The Examiner, a local newspaper, June 8 and June 15, and posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

**Attachments**

- A. Resolution
- B. Engineer's report
- C. Service request portal – [menlopark.gov/Services/ACT-Menlo-Park](https://menlopark.gov/Services/ACT-Menlo-Park)

Report prepared by:  
Joanna Chen, Management Analyst II

Report reviewed by:  
Nicole Nagaya, Deputy City Manger

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
OVERRULING PROTESTS, ORDERING THE IMPROVEMENTS, CONFIRMING  
THE DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF  
ASSESSMENTS AND INCREASING THE TREE ASSESSMENT AND THE  
SIDEWALK ASSESSMENT BY THE ENGINEERING NEWS RECORD  
CONSTRUCTION COST INDEX FOR THE CITY OF MENLO PARK  
LANDSCAPING ASSESSMENT DISTRICT FOR FISCAL YEAR 2023-24**

WHEREAS, on the fourteenth day of March, 2023, said City Council adopted Resolution No. 6818, describing improvements and directing preparation of the engineer's report for the City of Menlo Park Landscaping Assessment District for fiscal year 2023-24, pursuant to provisions of Article XIID of the California Constitution and the Landscaping and Lighting Act of 1972; and

WHEREAS, on the twenty-third day of May, 2023, said City Council thereupon duly considered said report and each and every part thereof and found that it contained all the matters and things called for by the provisions of said Act and said Resolution No. 6830 including (1) plans and specifications of the existing improvements and the proposed new improvements; (2) estimate of costs; (3) diagram of the District; and (4) an assessment according to benefits; all of which were done in the form and manner required by said Act; and

WHEREAS, said City Council found that said report and each and every part thereof was sufficient in every particular and determined that it should stand as the report for all subsequent proceedings under said Act, whereupon said City Council pursuant to the requirements of said Act, appointed Tuesday, the twenty-seventh day of June, 2023, at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, by hybrid meeting, at which time and place interested persons may participate and be heard on, and the same are hereby appointed and fixed as the time and place for a Public Hearing by this City Council on the question of the continuation and collection of the proposed assessment for the construction or installation of said improvements, including the maintenance and servicing, or both, thereof, and when and where it will consider all oral statements and all written protests made or filed by any interested person at or before the conclusion of said hearing, against said improvements, the boundaries of the assessment district and any zone therein, the proposed diagram or the proposed assessment, to the engineer's estimate of the cost thereof, and when and where it will consider and finally act upon the engineer's report; and

WHEREAS, on the twenty-seventh day of June, 2023, at the hour of 6:00 p.m., or as soon thereafter as the matter may be heard, by hybrid meeting, the Public Hearing was duly and regularly held as noticed, and all persons interested and desiring to be heard were given an opportunity to speak and be heard, and all matters and things pertaining to the levy were fully heard and considered by this City Council, and all oral statements and all written protests or communications were duly considered; and

WHEREAS, persons interested, objecting to said improvements, including the maintenance or servicing, or both, thereof, or to the extent of the assessment district, or to the proposed assessment or diagram or to the engineer's estimate of costs thereof, filed written protests with the City Clerk of said City at or before the conclusion of said hearing, and all persons interested

desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the continuation and collection of the assessments for said improvements, including the maintenance or servicing, or both, thereof, were fully heard and considered by said City Council.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Menlo Park does hereby make the following findings:

1. That a majority protest, pursuant to the Act, was not filed, and therefore the protests against said improvements, including the maintenance or servicing, both, thereof, or to the extent of the assessment district, or to the proposed continued assessment or diagram, or to the engineer's estimate of costs thereof, for fiscal year 2023-24 be, and each of them are hereby overruled.
2. That the public interest, convenience, and necessity require and said City Council does hereby order the continuation and collection of assessments pursuant to said Act, for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, more particularly described in said engineer's report and made a part hereof by reference thereto.
3. That the City of Menlo Park Landscaping District and the boundaries thereof benefited and to be assessed for said costs for the construction or installation of the improvements, including the maintenance or servicing, or both, thereof, are situated in Menlo Park, California, and are more particularly described by reference to a map thereof on file in the office of the City Clerk of said City. Said map indicates by a boundary line the extent of the territory included in said District and the general location of said District.
4. That the plans and specifications for the existing improvements and for the proposed improvements to be made within the assessment district contained in said report, be, and they are hereby, finally adopted and approved.
5. That the engineer's estimate of the itemized and total costs and expenses of said improvements, maintenance and servicing thereof, and of the incidental expenses in connection therewith, contained in said report, be, and it is hereby, finally adopted and approved.
6. That the public interest and convenience require, and said City Council does hereby order the improvements to be made as described in, and in accordance with, said engineer's report, reference to which is hereby made for a more particular description of said improvements.
7. That the diagram showing the exterior boundaries of the assessment district referred to and described in Resolution No. 6831 therein and the lines and dimensions of each lot or parcel of land within said District as such lot or parcel of land is shown on the County Assessor's maps for the fiscal year to which it applies, each of which lot or parcel of land has been given a separate number upon said diagram, as contained in said report, be, and it is hereby, finally approved and confirmed.
8. That the continued assessment of the total amount of the costs and expenses of the said improvements upon the several lots or parcels of land in said District in proportion to the estimated benefits to be received by such lots or parcels, respectively, from said improvements, and the maintenance or servicing, or both, thereof and of the expenses incidental thereto contained in said report be, and the same is hereby, finally approved and confirmed.
9. Based on the oral and documentary evidence, including the engineer's report, offered and received at the hearing, this City Council expressly finds and determines (a) that each of the

several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the continued assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

10. That the authorized maximum assessment rates for the District include an annual adjustment by an amount equal to the annual change in the Engineering News Record Index, not to exceed 3% per year, plus any uncaptured excesses, and therefore, the assessments are not being increased above their authorized maximum amounts.
11. That said engineer's report for fiscal year 2023-24 be, and the same is hereby, finally adopted and approved as a whole.
12. That the City Clerk shall forthwith file with the Auditor of San Mateo County the said continued assessment, together with said diagram thereto attached and made a part thereof, as confirmed by the City Council, with the certificate of such confirmation thereto attached and of the date thereof.
13. That the order for the levy and collection of assessment for the improvements and the final adoption and approval of the engineer's report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the continued assessment as contained in said report, as hereinabove determined and ordered, is intended to and shall refer and apply to said report, or any portion thereof, as amended, modified, revised, or corrected by, or pursuant to and in accordance with any resolution or order, if any, heretofore duly adopted or made by this City Council.
14. That the San Mateo County Controller and the San Mateo County Tax Collector apply the City of Menlo Park Landscaping District assessments to the tax roll and have the San Mateo County Tax Collector collect said continued assessments in the manner and form as with all other such assessments collected by the San Mateo County Tax Collector.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ of June, 2023.

---

Judi A. Herren, City Clerk

Fiscal Year 2023-24

# ENGINEER'S REPORT

## City of Menlo Park

Landscaping Assessment District

May 2023



Pursuant to the Landscape and Lighting Act of 1972 and Article XIID of the California Constitution

**Engineer of Work:**



4745 Mangles Boulevard  
Fairfield, California 94534  
707.430.4300  
[www.sci-cg.com](http://www.sci-cg.com)  
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## City of Menlo Park

Menlo Park City Council

Mayor Jen Wolosin

Vice Mayor Cecilia Taylor

Councilmember Drew Combs

Councilmember Maria Doerr

Councilmember Betsy Nash

---

City Manager

Justin Murphy

---

City Clerk

Judi A. Herren

---

City Attorney

Nira Doherty

---

Engineer of Work

SCI Consulting Group

Lead Assessment Engineer, Edric Kwan, P.E.



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## Introduction

### Assessment Background

Between 1960 and 1982, the City of Menlo Park had one three-person crew to care for approximately 9,000 City trees. As the trees grew, it took considerably more time per tree to provide proper care. Consequently, one tree crew was unable to perform the necessary work to maintain all of the street trees in proper condition. The Landscape Assessment District was originally formed in 1983 for the purpose of levying annual special assessments in order to properly maintain street trees in the City of Menlo Park. Currently, there are approximately 11,000 street trees that are maintained by the assessments.

Prior to 1990, property owners and the City would split the cost of repairing sidewalks damaged by City trees. The City would annually enter into an agreement with approximately 200 individual property owners. The one-time cost was a financial burden to some residents on fixed incomes. In order to make the program more cost-effective and less of a financial burden for property owners, an assessment for repair of sidewalks/parking strips due to City street-tree related damages was established in 1990.

The increased cost of the necessary work made the assessment amounts levied in Fiscal Year 1997-98 insufficient for adequately maintaining the City's street trees, curbs, gutters and sidewalks. An increase in the assessments was required to provide funding for continued tree maintenance and sidewalk repairs. However, with the passage of Proposition 218 on November 6, 1996, assessments can only be raised after the City conducts an assessment ballot proceeding and the ballots submitted in opposition to the assessments do not exceed the ballots in favor of the assessments. (Each ballot is weighted by the amount of assessment for the property it represents.)

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### Assessment Process

In 1998, the City conducted an assessment ballot proceeding for increased tree maintenance and sidewalk repair assessments pursuant to the requirements of Article XIID of the California Constitution (Proposition 218) and the Landscaping and Lighting Act of 1972. The proposed tree maintenance assessments for fiscal year 1998-99 were \$64.28 per single family equivalent unit and the proposed sidewalk repair assessments were \$28.70 per single family equivalent. The proposed maximum assessments also included an annual assessment cost escalator tied to the annual change in the Engineering News Record Construction Cost Index for the San Francisco Bay Area ("ENR Index"). These proposed assessments were supported by 73% of assessment ballots received from property owners (with each ballot weighted by the amount of assessments it represented). Therefore, on June 16, 1998 by its Resolution Number 4840-D, the City Council levied the new assessments.

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### Engineer's Report and Continuation of Assessments

In each subsequent year for which the assessments will be continued, the City Council must direct the preparation of an Engineer's Report, budgets and proposed assessments for the upcoming fiscal year. After the Engineer's Report is completed, the City Council may preliminarily approve the Engineer's Report and proposed assessments and establish the date for a public hearing on the continuation of the assessments. This Report was prepared pursuant to the direction of the Council.

The maximum authorized assessment rate, as increased each year by the change in the ENR Index, is the maximum assessment rate that can be levied in the given fiscal year without approval from property owners in another assessment ballot proceeding. In fiscal year 1998-99, the assessments were levied at the maximum rate for that fiscal year. Since this first fiscal year after the ballot proceeding, the assessments for tree maintenance have been levied below the maximum authorized rate, and the assessment rate for sidewalk repairs has not been increased above the original rate.

From December 2021 to December 2022, the ENR Index increased 5.27%. The maximum amount assessments can be increased annually is the ENR Index plus any uncaptured excess reserved from prior years, to a maximum increase to the ENR not to exceed 3%.

Based on accumulated excess reserves from prior years, the maximum authorized rates for fiscal year 2023-24 are \$128.47 for trees and \$57.36 for sidewalks without another ballot proceeding. (No additional ballot proceeding is required because the maximum authorized assessment rates, including the annual adjustments in these rates, were approved in the 1998 ballot proceeding. The actual rate levied in any given fiscal year can be revised up, with an annual maximum increase of 3%, or down, by any amount that does not cause the actual rates levied to exceed the maximum authorized assessment rates.)

The City reduced the assessment rate for tree maintenance in fiscal year 2000-01 and increased the assessment rate in fiscal years 2002-03, 2005-06 through 2009-10, 2014-15, and 2016-17 through 2022-23. In other fiscal years it was not necessary to increase the rate, due to sufficient reserve funds carried forward from prior fiscal years, combined with general benefit contributions. For fiscal year 2023-24 the proposed assessments for tree maintenance were proposed to increase 3.00% from fiscal year 2022-23, and the assessments for sidewalk maintenance are proposed to increase 3.00%. The proposed rates are \$91.38 per Single Family Equivalent (SFE) for tree maintenance and \$48.82 per SFE for sidewalk maintenance. The comparison of actual rates levied in fiscal year 2022-23 and the proposed rates for fiscal year 2023-24 are shown below.

**Sidewalk Maintenance**

FY 2022-23 Rate	ENR Increase Applied	FY 2023-24 Rate	Increase
\$47.40	3.00%	<b>\$48.82</b>	\$1.42

**Tree Maintenance**

FY 2022-23 Rate	ENR Increase Applied	FY 2023-24 Rate	Increase
\$88.72	3.00%	<b>\$91.38</b>	\$2.66

If the Council approves this Engineer's Report and the continuation of the assessments by resolution, a notice of assessment levies must be published in a local newspaper at least 10 days prior to the date of the public hearing. The resolution preliminarily approving the Engineer's Report and establishing the date for a public hearing is used for this notice.

Following the minimum 10-day time period after publishing the notice, a public hearing is held for the purpose of allowing public testimony about the proposed continuation of the assessments. This hearing is currently scheduled for June 27, 2023. At this hearing, the Council will consider approval of a resolution confirming the continuation of the assessments for fiscal year 2023-24. If so confirmed and approved, the assessments will be submitted to the County Controller for inclusion on the property tax roll for fiscal year 2023-24.

## Legal Analysis

### Proposition 218

This assessment is consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

The original assessment existed prior to the passage of Proposition 218. Although the original assessment is also consistent with Proposition 218, the California judiciary has generally referred to pre-Proposition 218 assessments as “grandfathered assessments” and held them to a lower standard than post Proposition 218 assessments.

### Silicon Valley Taxpayers Association, Inc. v Santa Clara County Open Space Authority

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

---

**Dahms v. Downtown Pomona Property**

On June 8, 2009, the 4<sup>th</sup> Court of Appeal amended its original opinion upholding a benefit assessment for property in the downtown area of the City of Pomona. On July 22, 2009, the California Supreme Court denied review. On this date, Dahms became good law and binding precedent for assessments. In Dahms the Court upheld an assessment that was 100% special benefit (i.e., 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

---

**Bonander v. Town of Tiburon**

On December 31, 2009, the 1<sup>st</sup> District Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds that the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

---

**Beutz v. County of Riverside**

On May 26, 2010 the 4<sup>th</sup> District Court of Appeal issued a decision on the Steven Beutz v. County of Riverside (“Beutz”) appeal. This decision overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

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**Golden Hill Neighborhood Association v. City of San Diego**

On September 22, 2011, the San Diego Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the assessment on its own parcels.

---

**Compliance with Current Law**

This Engineer's Report is consistent with the requirements of Article XIII C and XIII D of the California Constitution and with the *SVTA* decision because the Improvements to be funded are clearly defined; the Improvements are directly available to and will directly benefit property in the Assessment District; and the Improvements provide a direct advantage to property in the Assessment District that would not be received in absence of the Assessments.

This Engineer's Report is consistent with *Beutz, Dahms* and *Greater Golden Hill* because the Improvements will directly benefit property in the Assessment District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer's Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall cost of the Improvements and proportional special benefit to each property.

## Plans & Specifications

Following is a description of the Services that are provided for the benefit of property in the Assessment District. Prior to the residential development in Menlo Park, the Level of Service on these improvements was effectively zero. The formula below describes the relationship between the final level of improvements, the baseline level of service (pre-development) had the assessment not been instituted, and the enhanced level of improvements funded by the assessment.

<b>Final Level of Service</b>	=	<b>Baseline Level of Service (≈zero, pre-development)</b>	+	<b>Enhanced Level of Service</b>
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The City of Menlo Park maintains street trees, sidewalks, curbs, gutters, and parking strips throughout the City.

The proposed improvements to be undertaken by the City of Menlo Park and financed by the levy of the annual assessment provide special benefit to Assessor Parcels within the District as defined in the Method of Assessment herein. The said improvements consist of maintaining, trimming, disease treatment, and replacement of street trees; street sweeping to remove debris; and the repair and replacement of damaged sidewalks, curbs, gutters, and parking strips damaged by street trees throughout the City of Menlo Park.

## Method of Assessment

This section of the Engineer's Report includes an explanation of the benefits to be derived from the maintenance, repair, and replacement of street trees, sidewalks, curbs, gutters, and parking strips throughout the City, and the methodology used to apportion the total assessment to properties within the Landscaping Assessment District.

The Landscaping Assessment District consists of all Assessor Parcels within the boundaries of the City of Menlo Park as defined by the County of San Mateo tax code areas. The method used for apportioning the assessment is based upon the proportional special benefits to be derived by the properties in the Landscaping Assessment District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the improvements and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### Discussion of Benefit

In summary, the assessments can only be levied based on the special benefit to properties. This benefit is received by property over and above any general benefits and such benefit is not based on any one property owner's use of the amenities or a property owner's specific demographic status. With reference to the requirements for assessment, Section 22573 of the Landscaping and Lighting Act of 1972 states:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

Article XIID, Section 4 of the California Constitution has confirmed that assessments must be based on the special benefit to property:

*"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."*

The following benefit categories summarize the types of special benefit to residential, commercial, industrial and other lots and parcels resulting from the installation, maintenance and servicing of landscaping and lighting improvements to be provided with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from maintenance and improvements such as those within by the District. These types of special benefit are summarized as follows:

- A. Proximity to improved landscaped areas within the Assessment District.
- B. Access to improved landscaped areas within the Assessment District.
- C. Improved Views within the Assessment District.
- D. Enhanced environment because of the vigorous street tree program for owners of property in the Landscaping Assessment District.
- E. Increased safety against tripping and other hazards caused by cracked or damaged sidewalks, curbs and gutters.
- F. Enhanced desirability of the property.
- G. Reduced liability for landscape maintenance.

In this case, the recent the SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties in three distinct areas:

- ◆ Proximity
- ◆ Expanded or Improved Access
- ◆ Views

The SVTA v. SCCOSA decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that landscaping improvements are a direct advantage and special benefit to property that is proximate to landscaping that is improved by an assessment:

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district's property values).*

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

## Benefit Factors

The special benefits from the Improvements are further detailed below:

---

### Proximity to improved landscaped areas within the Assessment District

Only the specific properties within close proximity to the Improvements are included in the Assessment District. Therefore, property in the Assessment District enjoys unique and valuable proximity and access to the Improvements that the public at large and property outside the Assessment District do not share.

In absence of the assessments, the Improvements would not be provided and the landscaping areas in the Assessment District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits, but when combined with the unique proximity and access enjoyed by parcels in the Assessment District, they provide a direct advantage and special benefit to property in the Assessment District.

---

### Access to improved landscaped areas within the Assessment District

Since the parcels in the Assessment District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the Assessment District.

---

### Improved views within the Assessment District

The City, by maintaining these landscaped areas, provides improved views to properties in the Assessment District. The properties in the Assessment District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the Assessment District. The Landscaping Assessment District provides funding to maintain and protect these public resources and facilities of the City. For example, the assessments provide funding to trim and maintain the street trees to maintain them in a healthy condition. This benefits properties by maintaining and improving the public resources in the community.

In order to allocate the proposed assessments, the Engineer begins by identifying the types of special benefit arising from the maintenance, repair, and replacement of the aforementioned facilities and that would be provided to property within the District. These types of special benefit are as follows:

---

### **Enhanced environment because of the vigorous street tree program for owners of property in the Landscaping Assessment District**

Residential properties benefit from the enhanced environment provided by a vigorous program to install and maintain the street trees at a level beyond that followed by other cities throughout the County. The increased use of street trees provides an atmosphere of beauty beyond the norm. The improvements to the trees will be available to residents and guests of properties within the District.

Non-residential properties also will benefit from these improvements in many ways. The use of street trees softens the environment making it more pleasant for employees during commute time and at breaks from their work. These improvements, therefore, enhance an employer's ability to attract and keep quality employees. The benefits to employers ultimately flow to the property because better employees improve the employment prospects for companies and enhanced economic conditions benefit the property by making it more valuable.

---

### **Increased safety against tripping and other hazards caused by cracked or damaged sidewalks, curbs and gutters**

An aggressive inspection program identifies hazardous conditions in sidewalks, curbs and gutters caused by street trees and allows for these conditions to be repaired on a timely basis. Timely repair of hazardous conditions greatly improves the overall safety of the environment, thereby providing for safer use of property.

---

### **Enhanced desirability of the property**

The assessments will provide funding to improve the City's street tree program, raising the quality to a more desired level, and to ensure that the sidewalks, curbs, and gutters remain operable, safe, clean and well maintained. Such improved and well-maintained facilities enhance the overall desirability of property. This is a benefit to residential, commercial and industrial properties.

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### **Reduced liability for landscape maintenance**

The assessments will reduce the liability for landscape maintenance to street trees and other improvements. This is a benefit to residential, commercial and industrial properties.

## General vs. Special Benefit

Article XIII D of the Constitution specifies that only special benefits are assessable, and that the City must separate the general benefits from the special benefits conferred on any parcel. The complete analysis of special benefits and their allocation are found elsewhere in this report. For the Landscaping Assessment District, the City has identified a general benefit and has separated it from the special assessments.

The City's maintenance of street trees and sidewalk facilities provides a general benefit to the community and to the general public to some degree. The measure of this general benefit is the enhancement of the environment and safety provided to the greater public at large. This general benefit can be measured by the proportionate amount of time that the City's sidewalks and street trees are used and enjoyed by the greater public at large<sup>1</sup>. It is reasonable to assume that approximately 1/4 or 25% of the usage and enjoyment of the improvements is by the greater public. Therefore, approximately 25% of the benefits conferred by the improvements are general in nature.

The City's total budget for maintenance and improvement of its trees and sidewalk facilities is \$1,987,759. Of this total budget amount, the City will contribute \$250,000 from sources other than the assessments for sidewalk repair and \$106,939 for street tree maintenance. These contributions by the City, as well as \$140,000 in funds from Measure M, total \$688,715, equating to approximately 25.0% of the total budget for maintenance to offset the cost of the general benefits resulting from the improvements.

In the 2009 Dahms case, the court upheld an assessment that was 100% special benefit on the rationale that the services funded by the assessments were directly provided within the assessment district. It is also important to note that the improvements and services funded by the assessments in Pomona are similar to the improvements and services funded by the Assessments described in this Engineer's Report and the Court found these improvements and services to be 100% special benefit. Also similar to the assessments in Pomona, the Assessments described in this Engineer's Report fund improvements and services directly provided within the Assessment District and every benefiting property in the Assessment District enjoys proximity and access to the Improvements. Therefore, Dahms establishes a basis for minimal or zero general benefits from the Assessments. However, in this Report, the general benefit is more conservatively estimated and described, and then budgeted so that it is funded by sources other than the Assessment.

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<sup>1</sup> . The greater public at large is generally defined as those who are not residents, property owners, customers or employees within the City, and residents who do not live in close proximity to the improvements.

## Method of Assessment

The second step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (“SFE”). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Engineer’s Report, all properties are designated an SFE value, which is each property’s relative benefit in relation to a single-family home on one parcel. The “benchmark” property is the single family detached dwelling, which is one Single Family Equivalent, or one SFE.

As stated previously, the special benefits derived from the assessments are conferred on property and are not based on a specific property owner’s use of the improvements, on a specific property owner’s occupancy of property, or the property owner’s demographic status such as age or number of dependents. However, it is ultimately people who enjoy the special benefits described above, use and enjoy the City’s trees and sidewalks, and control property values by placing a value on the special benefits to be provided by the improvements. In other words, the benefits derived to property are related the average number of people who could potentially live on, work at or otherwise could use a property, not how the property is currently used by the present owner. Therefore, the number of people who could or potentially live on, work at or otherwise use a property is an indicator of the relative level of benefit received by the property.

## Assessment Apportionment - Street Trees

### Properties with Street Trees

All improved residential properties that represent a single residential dwelling unit and have a street tree on or fronting the property are assigned 1.0 SFE. All single-family houses with tree(s) and those units in R-2 zones that are being used as single-family dwellings (with trees) are included in this category.

Properties with more than one residential unit are designated as multi-family residential properties. These properties benefit from the improvements in proportion to the number of dwelling units that occupy each property and the relative number of people who reside in multi-family residential units compared to the average number of people who reside in a single-family home. The population density factors for the County of San Mateo from the 1990 US Census (the most recent data available when the Assessment was established) are depicted below. The SFE factors for condominium, townhouse, and multi-family parcels, as derived from relative dwelling unit population density, are also shown below.

**Figure 1 – Residential Assessment Factors**

<i>Property Type</i>	<i>Total Population</i>	<i>Occupied Households</i>	<i>Persons per Household</i>	<i>SFE Factor*</i>
Single Family Residential	412,685	140,248	2.94	1.0
Condominium/Townhouse	54,284	19,331	2.81	0.9
Multi-Family Residential	158,004	65,981	2.39	0.8

Source: 1990 Census, San Mateo County

The SFE factor for condominium, townhouse, and multi-family parcels is based on the ratio of average persons per household for the property type versus the average persons per household for a single-family residential home. Multi-family units are assessed at 0.80 per unit up to a maximum of 4.0 SFE per parcel (maximum of 5 units multiplied by 0.80). Condominium and townhouse parcels are assessed at 0.90 per unit, up to a maximum of 4.5 SFEs per development (maximum of 5 units multiplied by 0.90).

SFE values for commercial and industrial land uses are based on the equivalence of special benefit on a land area basis between single-family residential property and the average commercial/industrial property. The average size of a parcel for a single-family home in the District is approximately 0.18 acres, and such single-family property has an SFE value of 1.0. Using the equivalence of benefit on a land area basis, improved commercial and industrial parcels of approximately 0.20 acres or less would also receive an SFE benefit factor of 1.0. Commercial and industrial parcels in excess of a fifth of an acre in size are assigned 1.0 SFE per 0.20 acre or portion thereof, and the maximum benefit factor for any commercial/industrial parcel is 5.0 SFE.

Vacant parcels are also benefited from the street tree improvement and maintenance program. An example of a benefit is enhancement of the visual appeal that will accrue to a vacant parcel from the presence or proximity of the community's street trees based on its future potential use. Undeveloped property also benefits from the installation and maintenance of street trees, because if the property is developed during the year, the street trees will be available to the developed property. The relative benefit to vacant property is determined to be generally equal to the benefit to a single-family home property. Therefore, vacant property with street tree(s) are assessed 1 SFE.

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### **Properties without Street Trees**

The special benefit factors conferred on property can be defined by the benefits conferred to properties with and without street trees. The types of benefits conferred to all property in the community include protection of views, screening, and resource values and enhanced desirability of the property. A higher level of special benefits is conferred directly on parcels with street trees because these parcels obtain additional benefits from well-maintained, healthy trees fronting the property. The types of special benefits that are increased for properties with street trees include enhanced levels of safety, desirability, unique proximity, access and views of resources and facilities from healthy trees on the property. Therefore, individual properties without street trees but in close proximity to parcels with street trees receive a direct benefit from the street trees and should pay 50% of the rate for a similar property with street trees. Such properties are assigned an SFE benefit factor that is 50% of that for a similar property with street trees.

### **Assessment Apportionment - Sidewalk Program**

The benefits to property for sidewalks, curbs, gutters and parking strips are closely related to a parcel's proximity to these improvements and the parcel's proximity to street trees. Street trees are the most common cause of sidewalk problems. Therefore, the highest benefit from the proposed sidewalk improvements is to properties with street trees and sidewalks, curbs and gutters, or street trees and parking strips and gutters, because without the maintenance work, these improvements would degrade more quickly, which would affect the parcel's appearance and safety. It is estimated that 1/3 of the special benefits are conferred to property with street trees and sidewalks or parking strips. Another 1/3 of the special benefits are conferred to property with street trees and curbs and gutters. Special benefit factors are also conferred on property without street trees or adjoining sidewalk, curb, gutter and/or parking strip improvements that are in close proximity to these types of improvements. It is estimated that the remaining 1/3 of the special benefit factors from the Sidewalk Program are conferred to these parcels that are in close proximity to the improvements but that do not have improvements directly adjacent to their property.

Consequently, properties with street trees and sidewalks or parking strips and curbs and gutters or valley gutters are assigned a benefit factor of 1 SFE. Properties with street trees, curbs and gutters are assigned a benefit factor of 0.67 SFE. If there are street trees but no improvements along the frontage of a parcel, or no street trees on a parcel, its benefit is 1/3 or 0.33 SFE.

### Assessment Apportionment - Other Properties

Improved, publicly owned parcels that are used for residential, commercial or industrial purposes are assessed at the rates specified previously. Other improved public property; institutional property and properties used for educational purposes, typically generate employees on a less consistent basis than other non-residential parcels. Moreover, many of these parcels provide some degree of on-site amenities that serve to offset some of the benefits from the District. Therefore, these parcels, with or without street trees, receive minimal benefit and are assessed an SFE factor of 1 for street tree assessments and an SFE factor of 1 for sidewalks, curbs and gutter assessments.

All properties that are specially benefited have been assessed. Agricultural parcels without living units, public right-of-way parcels, well, reservoir or other water rights parcels, unimproved open space parcels, watershed parcels and common area parcels generally provide recreational, open space and/or scenic benefits to the community. As such, they tend to provide similar benefits as provided by the improvements in the District. Any benefits they would receive from the landscaping maintenance are generally offset by the equivalent benefits they provide. Moreover, these parcels typically do not generate employees, residents or customers. Such parcels are, therefore, not specially benefited and are not assessed.

## Appeals and Interpretation

Any property owner who feels that the assessment levied on the subject property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the Public Works Director of the City of Menlo Park or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the Public Works Director or his or her designee will promptly review the appeal and any information provided by the property owner. If the Public Works Director or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County of San Mateo for collection, the Public Works Director or his or her designee is authorized to refund to the property owner the amount of any approved reduction. Any dispute over the decision of the Public Works Director or his or her designee shall be referred to the City Council of the City of Menlo Park and the decision of the City Council of the City of Menlo Park shall be final.

Figure 2 – Tree Maintenance Assessments

Property Type	2023-24 Assessment Rates	
<b>Parcels with Trees</b>	<b>Assessment Rate</b>	
Single Family	\$91.38	(per Parcel)
R-2 Zone, in use as single family	\$91.38	(per Parcel)
Condominium/Townhouse	\$82.24	(per Unit, \$411.21 max. per Project)
Other Multi-family	\$73.10	(per Unit, \$365.52 max. per Project)
Commercial	\$91.38	(per 1/5 acre, \$456.90 max. per Project)
Industrial	\$91.38	(per 1/5 acre, \$456.90 max. per Project)
Parks, Educational	\$91.38	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)
<b>Parcels without Trees</b>		
Single Family	\$45.69	(per Parcel)
R-2 Zone, in use as single family	\$45.69	(per Parcel)
Condominium/Townhouse	\$41.12	(per Unit, \$205.61 max. per Project)
Other Multi-family	\$36.55	(per Unit, \$182.76 max. per Project)
Commercial	\$45.69	(per 1/5 acre, \$228.45 max.)
Industrial	\$45.69	(per 1/5 acre, \$228.45 max.)
Parks, Educational	\$45.69	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)

Figure 3 – Sidewalk, Curb, Gutter, Parking Strip Assessments

Property Type	2023-24 Assessment Rates	
<b>Parcels with Trees</b>	<b>Assessment Rate</b>	
Sidewalks, curbs, gutters	\$48.82	(per Parcel)
Parking strips and gutters	\$48.82	(per Parcel)
Curbs and/or gutters only	\$32.71	(per Parcel)
No improvements	\$16.11	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)
<b>Parcels without Trees</b>		
Parcels with or without improvements	\$16.11	(per Parcel)
Miscellaneous, Other	\$0.00	(per Parcel)

Note: All total combined tree and sidewalk assessment amounts are rounded to the lower even penny.

## Assessment

WHEREAS, on March 14, 2023, the City Council of the City of Menlo Park, County of San Mateo, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (collectively “the Act”), adopted its Resolution Initiating Proceedings for the Levy of Assessments within the Landscaping Assessment District; and

WHEREAS, said Resolution directed the undersigned Engineer of Work to prepare and file a report presenting an estimate of costs, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of said proposed improvements therein contained, reference is hereby made for further particulars.

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under said Act and the order of the City Council of said City of Menlo Park, hereby make the following assessment to cover the portion of the estimated cost of said improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount to be paid for said improvements and the expense incidental thereto, to be paid by the Landscaping Assessment District for the fiscal year 2023-24 is generally as follows:

**Figure 4 – Summary Cost Estimate**

	<b>F.Y. 2023-24 Budget</b>
Street Tree Program	\$ 890,362.59
Street Sweeping	\$ 297,022.18
Sidewalk Program	\$ 605,000.00
Incidental Expenses	\$ 195,375.00
<b>TOTAL BUDGET</b>	<b>\$1,987,760</b>
Plus:	
Projected Fund Balance	\$ 491,149.03
Less:	
City Contribution for General Benefits	(\$496,939.94)
Contribution from Carry-Over Fund Balances	\$ (833,888.00)
<b>NET AMOUNT TO ASSESSMENTS</b>	<b>\$ 1,148,080.86</b>

As required by the Act, an Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of said Landscaping Assessment District. The distinctive number of each parcel or lot of land in the said Landscaping Assessment District is its Assessor Parcel Number appearing on the Assessment Roll.

And I do hereby assess and apportion said net amount of the cost and expenses of said improvements, including the costs and expenses incidental thereto, upon the parcels and lots of land within said Landscaping Assessment District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment hereto attached and by reference made a part hereof.

The assessment is made upon the parcels or lots of land within the Landscaping Assessment District in proportion to the special benefits to be received by the parcels or lots of land, from said improvements.

The assessment is subject to an annual adjustment tied to the Engineering News Record (ENR) Construction Cost Index for the San Francisco Bay Area, with a maximum annual adjustment not to exceed 3%. Any change in the ENR in excess of 3% shall be cumulatively reserved as the "Unused ENR" and shall be used to increase the maximum authorized assessment rate in years in which the ENR is less than 3%. The maximum authorized assessment rate is equal to the maximum assessment rate in the first fiscal year the assessment was levied adjusted annually by the minimum of 1) 3% or 2) the change in the ENR plus any Unused ENR as described above. The initial, maximum assessment rate balloted and established in Fiscal Year 1998-99 was \$64.28 per single family equivalent benefit unit for tree maintenance, and \$28.70 per single family equivalent benefit unit for sidewalk maintenance.

Based on the preceding annual adjustments, the maximum assessment rate for Fiscal Year 2022-23 was \$124.73 for tree maintenance and \$55.69 for Sidewalk maintenance. The change in the ENR from December 2021 to December 2022 was 5.27%. Therefore, the maximum authorized assessment rate for Fiscal Year 2023-24 has been increased from \$124.73 to \$128.47 per single family equivalent benefit unit for tree maintenance, and from \$55.69 to \$57.36 per single family equivalent benefit unit for sidewalk maintenance. However, the estimate of cost and budget in this Engineer's Report proposes assessments for fiscal year 2023-24 at the rate of \$91.38 per single family equivalent benefit unit for tree maintenance, which is less than the maximum authorized assessment rate and is a 3.00% increase over the rate assessed in the previous fiscal year. The proposed assessment rate for fiscal year 2023-24 for sidewalk maintenance is \$48.82 per single family equivalent benefit unit, which is also less than the maximum authorized assessment rate and is a 3.00% increase over the rate assessed in the previous fiscal year.

Property owners in the Assessment District, in an assessment ballot proceeding, approved the initial fiscal year benefit assessment for special benefits to their property including the ENR adjustment schedule. As a result, the assessment may continue to be levied annually and may be adjusted by up to the maximum annual ENR adjustment without any additional assessment ballot proceeding. In the event that in future years the assessments are levied at a rate less than the maximum authorized assessment rate, the assessment rate in a subsequent year may be increased up to the maximum authorized assessment rate without any additional assessment ballot proceeding.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of San Mateo for the fiscal year 2023-24. For a more particular description of said property, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of said County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Roll, the amount of the assessment for the fiscal year 2023-24 for each parcel or lot of land within the said Landscaping Assessment District.

Dated: May 8, 2023

Engineer of Work



By   
Edric W. H. Kwan, P.E.  
License No. C062829

Figure 5 – Engineer’s Cost Estimate, Fiscal Year 2023-24

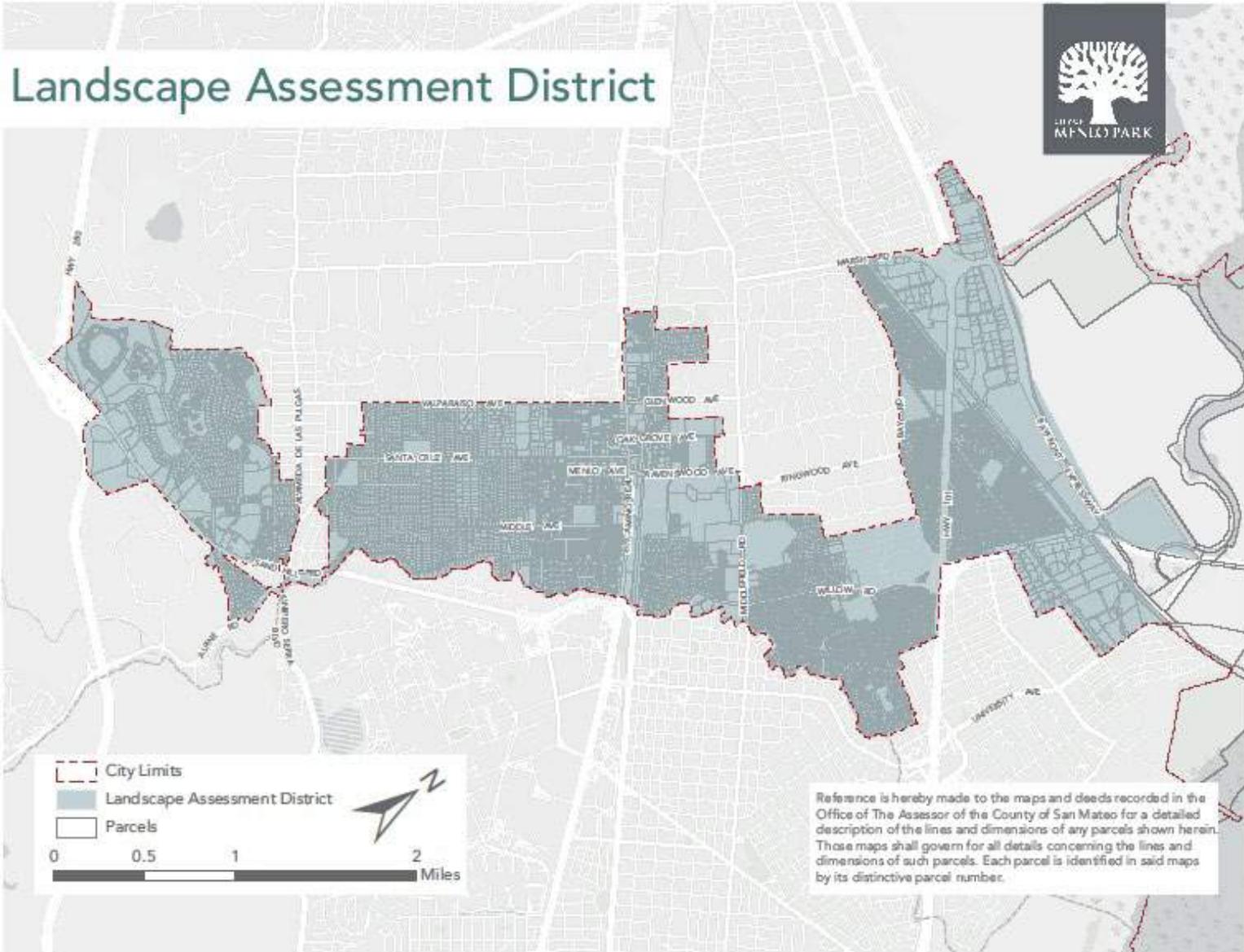
Fiscal Year 2023-24 CITY OF MENLO PARK LANDSCAPING ASSESSMENT DISTRICT ENGINEER'S COST ESTIMATE		
A. Tree Maintenance		
Salaries & Benefits	\$	503,643.84
Operating Expense	\$	32,360.00
Fixed Assets & Capital Outlay	\$	4,500.00
Vehicle & Equipment Maintenance	\$	15,250.00
Professional Services (Tree Spraying, Tree Trimming, Misc.)	\$	334,608.75
Subtotal - Tree Maintenance	\$	890,362.59
B. Debris Removal		
Salaries & Benefits	\$	75,022.18
Street Sweeping Contract	\$	222,000.00
Subtotal - Debris Removal	\$	297,022.18
C. Sidewalk, Curb, Gutter, Parking Strip Repair/Replacement		
Construction Costs	\$	605,000.00
Subtotal - S/W,C,G, & PS Repair/Replace	\$	605,000.00
Subtotal Tree/Debris/Reforestation/Sidewalk	\$	1,792,384.77
D. Incidentals		
Indirect Costs & Administration	\$	180,375.00
County Collection Fees	\$	15,000.00
Subtotal - Incidentals	\$	195,375.00
<b>Total Cost</b>	<b>\$</b>	<b>1,987,759.77</b>

<b>Engineer's Cost Estimate, Fiscal Year 2023-24 (continued)</b>			
Projected Fund Balance		\$	491,149.03
Tree Maintenance Ending Fund Balance		\$	(743,057.00)
Less General Fund Contribution		\$	(106,939.94)
Measure M		\$	(140,000.00)
Sidewalk Fund Ending Balance		\$	(90,831.00)
Less General Fund CIP Contribution to Sidewalk Fund		\$	(250,000.00)
<b>Net to Assessment</b>		<b>\$</b>	<b>1,148,080.86</b>
Revenue			
Single Family Equivalent Benefit Units - Trees			8,925.41
Single Family Equivalent Benefit Units - Sidewalks			6,810.26
		2023-24	2022-23
Assessment Rate for Tree Fund/ SFE		\$91.38	\$88.72
Assessment Rate for Sidewalk Fund/ SFE		\$48.82	\$47.40
Revenue for Tree Fund			\$815,603.97
Revenue for Sidewalk Fund			\$332,476.89
<b>Total Revenue *</b>			<b>\$1,148,080.86</b>
<p>* Total revenue is slightly less than SFEs times the assessment rate because all combined assessments are rounded down to the even penny.</p>			

## Assessment Diagram

The Landscaping Assessment District includes all properties within the boundaries of the City of Menlo Park.

The boundaries of the Landscaping Assessment District are displayed on the following Assessment Diagram.



**Appendix A – Assessment Roll, FY 2023-24**

Reference is hereby made to the Assessment Roll in and for the assessment proceedings on file in the office of the City Clerk of the City of Menlo Park, as the Assessment Roll is too voluminous to be bound with this Engineer's Report.



## STAFF REPORT

**City Council**

**Meeting Date:**

**6/27/2023**

**Staff Report Number:**

**23-150-CC**

**Regular Business:**

**Adopt resolutions for fiscal year 2023-24: adopting budget and capital improvement plan; establishing appropriations limit; amending the salary schedule effective July 2, 2023; extending rate assistance program through June 2024; and accept award authority and bid requirement through June 2024**

### Recommendation

Staff recommends that City Council provide final direction on the city manager's fiscal year 2023-24 proposed budget, adopt the following resolutions, establish award levels and provide bid requirements:

1. Resolution adopting fiscal year 2023-24 budget and capital improvement plan (CIP) (Attachment A)
2. Resolution establishing the appropriations limit (Attachment B)
3. Resolution amending the salary schedule effective July 2, 2023 (Attachment C)
4. Resolution extending the solid waste and water rate assistance program through June 2024 (Attachment D)
5. Accept award memo for authority and bid requirement through June 2024 (Attachment E)

### Policy Issues

The City Council maintains responsibility for all budgetary appropriations. Under §2.08.080(8) of the Menlo Park Municipal Code, the city manager has the responsibility "to prepare and submit to the City Council the annual budget." Appropriations for fiscal year 2022-23 lapse June 30, 2023, and adoption of the budget and appropriation of funds is necessary before the start of the fiscal year July 1, 2023.

### Background

Preparation of the annual budget takes place primarily during the months of March through May and is informed by City Council direction including amendments to the current fiscal year's budget, adoption of budget principles, and adoption of City Council priorities. The proposed budget was published May 31, 2023, for consideration by the community and City Council. A budget workshop was held June 1, 2023, to provide additional information about the budget and answer questions from the community and a public hearing was held at the June 13, 2023 City Council meeting. Materials from the public budget workshop and the public hearing are available on the city's website as Attachment F.

### Analysis

Staff developed the city manager's proposed fiscal year 2023-24 budget through a collaborative effort among the budget team, department contributors, OpenGov, consultants, public input and the City Council. Consistent with the City Council budget principles and prior adopted guidance on fund segregation, all funds are fully funded with positive fund balances. Also, annual surplus/(deficit) balances are presented to

determine if a fund's on-going cost are appropriate. This format ensures carryforward capital balances and first year request of the Five-Year Capital Improvement Plan (CIP) is sufficiently covered.

The General Fund, the largest and most active of the city's funds and responsible for the majority of the city's operations, is balanced this fiscal year by using reserves of \$0.82 million and the additional \$3.7 million in American Rescue Plan Act (ARPA) funds as indicated in Attachment J. The city manager's proposed budget entails a baseline spending plan for 290.5 full-time equivalent (FTEs) employees, which is the same level for fiscal year 2022-23. Currently, the requested six FTEs for the launch of services at the Menlo Park Community Campus (MPCC) is excluded. The city manager's budget is publicly presented through the City's OpenGov portal which facilitates analysis and discussion (Attachment F). The city manager's budget is developed with many revenue and expense assumptions discussed throughout these documents. The OpenGov platform facilitates scenario development and adjustments requested by City Council and members of the public. The city's move to an online budget portal through OpenGov has substantially changed the budget development process and provides an opportunity for greater transparency.

#### Changes incorporated after the June 13 public hearing

City Council deliberated after reviewing staff recommended budget strategies at the June 13 public hearing and provided the following direction for the fiscal year 2023-24 budget:

- Clearly identify annual and ongoing expenses for service level enhancements (SLE)
- Exclude MPCC request for additional staffing, including six FTEs pending further review by City Council;
- Exclude the police Flock camera purchase; a future study session will be scheduled for further City Council discussion
- Maintain the additional payment for Unfunded Accrued Liability (UAL)

#### Potential revenue-generating ballot measures

Based on City Council direction at the June 13 public hearing, staff will conduct additional analysis of a potential Transient Occupancy Tax (TOT) measure for the November 2024 ballot.

The City Council may also consider revenue-generating measures for capital projects, including General Obligation Bonds (GOBs), parcel taxes, community facilities districts and other assessment districts. Measures to support capital projects could be applied to provide some or all of the local match required for large transportation projects, fund downtown parking structures, or advance sea level rise adaptation and resiliency work along the bay to benefit the Belle Haven community and other property owners at risk of flooding. The city is also preparing a Stormwater Master Plan to identify capital improvement needs and a storm system funding study to identify options for funding the improvements. Note: The voter-approved ballot Measure T (2001) allowed the city to issue GOBs for parks and recreation facilities.

#### Anticipated budget amendments

Staff anticipates the following potential amendments during the fiscal year, in addition to amendments for successor labor agreements with Service Employees International Union Local 521 (SEIU) and the SEIU temporary employee unit, American Federation of State, County, and Municipal Employees Local 829 (AFSCME), and unrepresented management.

#### *MPCC staffing*

City Council was provided a memorandum at its June 13 meeting outlining the necessary cost to operate the campus as well as additional services being provided. City Council requested additional information and analysis related to utilizing existing department staff and related service impacts across the department, which will be brought forward at a future City Council meeting. Staff shared preliminary information at the

Library Commission meeting held June 19 and will share the same information with the Parks and Recreation Commission meeting June 28 (Attachment G). Future City Council direction may require a budget amendment. Based on the anticipated timeline for opening the new facility in the first half of calendar year 2024, staff recommends that definitive direction and/or action be taken related to MPCC staffing levels no later than September 2023.

*Use of special revenue funds (developer payments, Downtown Public Amenity, In-Lieu Community Amenities Funds, Below Market Housing Fund)*

Special revenue funds are segregated from the General Fund, per City Council direction. Some of these funds may be used to maintain the General Fund's expenditures as well as contributions to capital projects in accordance with regulatory requirements. At a future time, the City Council may consider using the One-Time Developer Payments Fund (Fund 111) to maintain service levels and staffing at the MPCC or other purposes. In fiscal year 2023-24, Fund 111 includes the following multi-year payments through agreements with Meta:

- Recurring public benefit – West Campus: \$150,000 per year; 10-year agreement expiring in fiscal year 2025-2026
- Recurring public benefit – West Campus Expansion: \$300,000 per year (amount adjusted every five years); 20-year agreement expiring in fiscal year 2032-33
- Recurring public benefit – East Campus: \$1,000,000 per year

Per City Council direction, staff is investigating eligible uses of the Below Market Housing Fund (Fund 222) for anti-displacement strategies.

*Police Flock cameras*

Flock cameras are a fixed license plate reader (LPR) tool that only collects information about vehicle description and license plate and no personal identifying information. The data generated from LPR cameras has shown to be instrumental for crime and traffic collision investigation, public safety alerts direct to police personnel in real-time, and location of missing persons. City Council directed staff to hold a study session to understand deployment and use of Flock cameras before appropriating funds, and the police department welcomes the opportunity to discuss this item in more detail.

*Environmental Justice (EJ) Element programs*

The EJ Element continues to be reviewed and finalized this year. The City Council, staff, and community members may identify projects related to environmental justice to implement during fiscal year 2023-24, such as city sponsorship of a farmers market in Belle Haven, or grant writing assistance to the city especially to target Inflation Recovery Act (IRA) and Infrastructure Investment and Jobs Act (IIJA) funds, as well as other emerging federal and state funding sources such as the Reconnecting Communities Grant program. Many of these grant opportunities could support EJ Element implementation. In addition, the city Council could consider use of the Bayfront Mitigation Fund toward program implementation.

*Cultural and community event grant program*

At its Sept. 20, 2022 meeting, City Council expressed interest in a potential grant program to incentivize and support local organizations and groups to produce their own cultural and community events for the community's benefit. At its Feb. 14, 2023 meeting, the City Council received an informational item and requested discussion during the budget process.

Service level enhancement requests (SLEs)

A variety of service level enhancements (SLEs) are included in the proposed fiscal year 2023-24 budget for City Council consideration, summarized in Attachment H. These enhancements are intended to restore

and/or improve services provided to the community. Staff has clearly identified the annual and ongoing financial impact. Currently, costs for additional MPCC staffing and police Flock cameras are excluded from this budget, and included as a separate table in Attachment H for illustrative purposes only.

**Revised budgeted fund balances through fiscal year 2023-24**

Forecasted fund balances (Attachment I) for fiscal year 2022-23 remain unchanged from the June 13 public hearing. Staff updated the General Fund fiscal year 2023-24 proposed budgeted fund balances (Attachment J) with direction received from City Council at the June 13 public hearing. The main budget adjustments that increased the proposed deficit from \$0.96 million to \$1 million include:

- MPCC: Removed the 6 FTEs salary and benefits
- Added additional UAL payment at same level as previous fiscal year
- Removed the police Flock cameras

The deficit is a result of \$75.1 million in revenues offset by \$76.1 million in expenses. The unassigned fund balance is \$7.3 million after adjusting fund balances for non-spendable prepaids, project-related encumbrances, Strategic Pension Fund Reserve, Emergency Contingency Reserve and Economic Stabilization Reserve. Note: Both the Emergency Contingency and Economic Stabilization Reserves are maintained at minimum policy levels for fiscal year 2023-24.

Table 1: General Fund balance components (excluding Fund 111)	
Item	Estimated balance
<b>Estimated fund balance June 30, 2023</b>	<b>\$37,351,997</b>
<b>Ending fund balance June 30, 2024</b>	<b>\$36,348,955</b>
Fund Balance Reserve components	
Non-spendable prepaids	\$446,047
Project related, encumbrance	\$540,643
Strategic pension funding reserve	\$1,326,164
Emergency contingency reserve	\$11,422,199
Economic stabilization reserve	\$15,229,599
Unassigned fund balance	\$7,384,304

**General Fund five-year forecast**

The General Fund five-year forecast (Attachment K) reflects adopted budgeting principles and assists the City Council with long-term strategic decisions for the city’s largest operating fund. The goal of the five-year forecast is to present the City Council with an outlook for a sustainable General Fund over the next five years. Revenue and expenditure assumptions in the forecast are based on current financial projections. The model received input from a variety of sources, including the executive team and expert consultants. For example, tax revenue projections are provided by HdL Companies (HdL), MuniServices, and the County of San Mateo.

**Changes incorporated after the June 13 public hearing**

The General Fund five-year forecast has been updated to reflect the City Council’s deliberation at the June 13 public hearing. Specifically, the additional UAL payment has been incorporated into fiscal year 2023-24

budget and continues in the next year. In year three, remaining funds in the Strategic Pension Funding Reserve are supplemented with funds from the General Fund for an overall additional UAL payment of \$500,000. Years four and five continue a \$500,000 payment using General Fund. The six FTEs related to MPCC operations have been removed pending future City Council consideration. Finally, two scenarios are presented for the annual contribution to the CIP: one scenario preserves the current transfer of \$3 million and the other reduces the transfer to \$1 million in years two to five.

For the scenario maintaining the \$3 million annual contribution to the CIP, the forecast projects that total reserve balance trending downward from \$36.3 million to \$15.6 million over the five-year period. The Emergency Contingency Reserve is maintained at the minimum policy level of 15% of the forecasted budget. The Economic Stabilization Reserve falls below the minimum policy level of 20% of the forecasted budget in fiscal year 2024-25 and decreases to 2% in year five. In addition, the unassigned reserve balance decreases to \$0.25 million beginning fiscal year 2024-25 to maintain the necessary minimum liquidity for cash flow to cover operating expenses.

For the scenario reducing the annual contribution to the CIP to \$1 million beginning fiscal year 2024-25, the total reserve balance trends down from \$36.3 million to \$24.3 million over the five-year forecast. The Emergency Contingency Reserve is maintained at the minimum policy level of 15% of the forecasted budget. The Economic Stabilization Reserve falls below the minimum policy level of 20% of the forecasted budget in fiscal year 2026-27 and decreases to 13% in year five. In addition, the unassigned reserve balance decreases to \$0.25 million beginning in fiscal year 2026-27 to maintain the necessary minimum liquidity for cash flow to cover operating expenses.

Proposed five-year capital improvement program

As shown in Table 2, proposed in fiscal year 2023-24 are 81 funded and carry-over projects, with eight new projects. Twenty-six projects are proposed to receive new funds of approximately \$14.6 million. Funding sources used include general capital funds, water capital funds, transportation impact fees, grants and donations, and sales tax measures such as San Mateo County Measures A and W for transportation and street projects.

Table 2: Capital improvement program, Fiscal year 2023-24 proposed funding requests by category		
Category	Proposed request	Funding sources
City buildings and systems	\$1,224,000	General capital
Environment	\$1,692,000	General capital, grants
Parks and recreation	\$1,468,000	Recreation in-lieu, general capital, community amenities
Stormwater	\$4,065,000	General capital, grants, donations
Streets and sidewalks	\$2,700,000	Sidewalk assessment, general capital, construction street impact fee, highway users (gas) tax, etc.
Traffic and transportation	\$2,200,000	Transportation impact fees, grants, Measures A and W, transportation
Water system	\$1,208,000	Water capital
<b>Total</b>	<b>\$14,557,000</b>	

In addition to those projects summarized in Table 2, staff is continuing to track three other resource needs for upcoming projects that are continuing to evolve: funding for MPCC, erosion at the Alma Street bridges

over San Francisquito Creek, and the pedestrian/bicycle trail under Junipero Serra Boulevard at Sand Hill Road/Alpine Road adjacent to the Stanford Golf Course. As these project needs are further refined, they may result in changes to the funding and priorities in the CIP. A funding agreement with the City of Palo Alto and Caltrain is anticipated to be scheduled for the City Council's consideration July 11 for the erosion at the Alma Street railroad and pedestrian/bicycle bridges from the winter 2022-23 storms. Caltrain is leading these emergency repairs and is coordinating with both cities to address the area around both bridges.

#### City Council resolutions

Staff incorporated direction provided at the June 13 meeting and requests adoption of the following resolutions prior to July 1, 2023.

#### *Adoption of the fiscal year 2023-24 budget and CIP (Attachment A)*

This resolution formally appropriates funds and allows for expenditures during the fiscal year.

#### *Appropriations limit (Attachment B)*

California Government Code sets a limit on appropriations based on a number of factors including the prior limit, population change and cost-of-living adjustment (COLA) changes. This resolution establishes the appropriations limit for fiscal year 2023-24.

#### *Salary schedule amendments (Attachment C)*

The salary schedule is being updated to reflect a three percent (3%) general salary increase for the Police Officers' Association (POA) and Police Sergeants' Association (PSA), pursuant to their current memoranda of understanding ending Aug. 31, 2024, and June 30, 2025, respectively. The POA salary increase is scheduled to become effective the beginning of the first full pay period following July 1, 2023, which is July 2, 2023. The salary provision included in the PSA memorandum of understanding (MOU) requires that the current minimum base pay differential of 15 percent (15%) between top step police corporal and top step sergeant is maintained. In effect, this means that PSA will receive approximately the same three percent (3%) increase as POA scheduled to take effect July 2, 2023. Future salary schedule amendments anticipated during fiscal year 2023-24 will reflect successor labor agreements with SEIU and the SEIU temporary employee unit, AFSCME, and unrepresented management.

#### *Solid waste and water rate assistance program (Attachment D)*

The city established a rate assistance pilot program for solid waste and water utilities in June 2020. This resolution extends the rate assistance program through June 30, 2024. This program is funded with non-rate revenues from the General Fund's unassigned fund balance.

#### *Award authority (Attachment E)*

City Council Procedure #21-024-CC establishes award authority and bid requirements and includes an annual adjustment in purchasing limits according to inflation. The inflation from 2022 to 2023 results in a \$7,000 increase in the city manager's signature authority up to \$93,000, as indicated in the authority memo for fiscal year 2023-24.

### **Impact on City Resources**

The citywide operating expense budget is \$131.4 million and the capital improvement budget is \$100 million. As noted in the previous section, the fiscal year 2023-24 General Fund operating budget is balanced with the use of \$1 million in reserves. If City Council desires additional changes to the budget which increase expenditures, use of one-time funds, including accumulated fund balance, must be identified absent an offsetting revenue. .

## **Environmental Review**

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

## **Public Notice**

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

## **Attachments**

- A. Resolution adopting the fiscal year 2023-24 budget and CIP
- B. Resolution establishing the appropriations limit
- C. Resolution amending the salary schedule effective July 2, 2023
- D. Resolution extending the solid waste and water rate assistance program
- E. Award authority memo for fiscal year 2023-24
- F. Hyperlink – City budget (fiscal year 2023-24 proposed budget and CIP, budget workshop presentation and recording, public hearing): [menlopark.gov/budget](https://menlopark.gov/budget)
- G. MPCC service level analysis
- H. Service Level Enhancements (SLEs)
- I. Fiscal year 2022-23 forecasted fund balances
- J. Fiscal year 2023-24 proposed budgeted fund balances
- K. General Fund five-year forecast

Report prepared by:

Marvin Davis, Interim Finance Director  
Brittany Mello, Administrative Services Director  
Nikki Nagaya, Deputy City Manager  
Stephen Stolte, Assistant City Manager

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADOPTING THE BUDGET AND CAPITAL IMPROVEMENT PLAN FOR FISCAL  
YEAR 2023–24**

WHEREAS, the City of Menlo Park, acting by and through its City Council, having considered the proposed budget document and related written and oral information at the meeting held June 13, 2023, and the City Council having been fully advised in the matter and good cause appearing therefore.

WHEREAS, City Council Procedure #21-024-CC having been replaced by City Council Policy #CC-21-024 requires City Council action to enter into agreements or settle claims with aggregate annual payments in excess of \$93,000 for fiscal year 2023-24; however, expenditures in debt service on currently-issued debt, utilities, employee benefits, inter-governmental agreements, and operating technological end-user hardware and subscription services included in the Information Technology Internal Service Fund exceed the annual aggregate of \$93,000 through contractual obligations or public health and safety necessity; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council does hereby:

1. Adopt the budget for the fiscal year 2023–24 as summarized in Exhibit A and as modified according to majority City Council direction; and
2. Authorize staff to adjust the city manager’s proposed budget to incorporate changes in assumptions for the proposed budget, to incorporate changes directed by the City Council at budget adoption, true-up of estimated carry-over appropriations, and other minor clerical errors; and
3. Authorize the City Manager or designee to make payments for services provided to the City in the categories of debt service on currently-issued debt, utilities, employee benefits, inter-governmental agreements, and operating technological end-user hardware and subscription services included in the Information Technology Internal Service Fund, in excess of \$93,000 and up to the budgeted amount in fiscal year 2023-24.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of June, 2023.

---

Judi A. Herren, City Clerk

**Exhibits:**

A. Fiscal year 2023-24 proposed budgeted fund balances

FY 2023-24 Budgeted Fund Balances

EXHIBIT A

Resolution No. XXXX

Page 3 of 4

General Fund (excl Fund 111)

	FY 2022-23 Fcst	FY 2023-24 Budget					6/30/2024
	6/30/2023	Rev & TI	Exp & TO	CIP Rev	CIP Exp	Sur/(Def)	
100 General	\$ 37,351,997	\$ 75,144,952	\$ 76,147,993	\$ -	\$ -	\$ (1,003,042)	\$ 36,348,955
Non-spendable prepaids	446,047						446,047
Project related, encumb	540,643						540,643
Strategic pension funding	2,288,492					Actual %	1,326,164
Emergency (Policy: 15-20%)	11,490,466					15%	11,422,199
Economic (Policy: 20-25%)	15,320,621					20%	15,229,599
Unassigned	7,265,728						7,384,304
Total Reserve Breakdown	37,351,997						36,348,955
<b>One-time, Developer, In-lieu</b>							
111 One-time Revenue	2,800,000	1,350,000	-	-	-	1,350,000	4,150,000
258 CRRSA	19,668	-	-	-	-	-	19,668
332 Bayfront Impact	9,354,005	-	-	-	-	-	9,354,005
353 Downtown Public Amenity	2,452,080	10,000	-	-	748,718	(738,718)	1,713,362
369 Community Amenities	9,405,000	24,400,000	-	-	300,000	24,100,000	33,505,000
395 Developer Funded Projects	304,245	750,000	750,000	-	-	-	304,245
397 American Rescue Plan Act	3,735,670	-	3,717,830	-	-	(3,717,830)	17,840
201 EIR Fees	89,684	-	-	-	-	-	89,684
<b>Housing Activity</b>							
221 Housing Special Revenue	6,579,985	1,000	24,000	-	-	(23,000)	6,556,985
222 Below Mrkt Rt Housing Spec Rev	38,946,382	3,096,433	662,542	-	-	2,433,891	41,380,273
223 Federal Revenue Sharing	118,287	500	4,000	-	-	(3,500)	114,787
224 Community Devlpmt Block Grant	1,379,309	1,500	4,000	-	-	(2,500)	1,376,809
364 HUT Repair and Maintenance	793,824	844,369	-	-	1,550,000	(705,631)	88,193
394 Communitywide Electrification Efforts	-	2,250,000	2,250,000	-	-	-	-
<b>Library &amp; Community Service</b>							
202 Miscellaneous Trust	155,521	145,000	145,000	-	-	-	155,521
203 Donations - Library and Community Se	499,095	295,000	-	-	-	295,000	794,095
204 Maria S Hoffman Donation Senio	266,189	-	-	-	-	-	266,189
251 Big Lift	107,800	295,000	260,109	-	-	34,891	142,691
252 Childcare Food	-	85,000	85,000	-	-	-	-
253 Belle Haven Child Devlpmt Ctr	450,058	2,003,000	2,241,453	-	-	(238,453)	211,605
254 Preschool-QRIS	16,562	12,000	-	-	-	12,000	28,562
256 Recreation In-Lieu	(42,665)	1,488,200	-	725,414	1,650,779	562,835	520,170
304 Menlo Park Community Campus	2,437,448	-	-	7,297,000	9,077,164	(1,780,164)	657,284
305 Diverse Literature LSTA	7,963	20,000	20,000	-	-	-	7,963
334 BCSS Wellness Grant	-	28,785	-	-	-	28,785	28,785
<b>Police Enforcement</b>							
327 Supp Law Enforcement Services	444,980	100,000	100,000	-	-	-	444,980
328 Downtown Parking Permits	4,366,489	-	202,450	-	2,400,000	(2,602,450)	1,764,039
<b>Transportation. Streets, Maint</b>							
211 Heritage Tree	429,936	160,000	-	-	250,000	(90,000)	339,936
213 CalRecycle SB1383 Local Grant	50,108	-	-	-	-	-	50,108
255 Senior Transportation	43,700	-	-	-	-	-	43,700
329 OTS Grant	24,582	70,000	-	-	-	70,000	94,582
351 Transportation Impact Fees	19,209,845	2,250,000	-	7,900,000	14,205,954	(4,055,954)	15,153,891
352 Transportation	852,387	-	-	-	814,335	(814,335)	38,052
354 Storm Drainage Fees	134,479	100,000	100,000	-	-	-	134,479
355 Shuttle Program	123,123	1,004,937	1,126,912	-	-	(121,975)	1,148
356 County Transp Tax (Measure A)	922,187	1,200,000	1,473,532	400,000	804,940	(678,472)	243,715
357 Highway Users (Gas Tax)	3,770,573	980,962	19,692	-	3,394,548	(2,433,278)	1,337,295
358 Landscape/Tree Assessment	788,530	922,542	1,331,006	-	-	(408,464)	380,066
359 Sidewalk Assessment	369,619	332,476	27,050	-	350,000	(44,574)	325,045
360 Measure M	87,724	140,000	140,000	-	-	-	87,724
361 Storm Water Management(NPDES)	291,986	381,102	525,936	-	-	(144,834)	147,152
362 Construction Impact Fee	7,263,752	865,000	88,676	-	3,500,000	(2,723,676)	4,540,076
363 Measure W	1,614,101	550,000	-	-	900,000	(350,000)	1,264,101
365 Landfill Post-Closure	8,343,590	970,083	587,161	-	3,707,212	(3,324,290)	5,019,300
375 CA Coastal Conserv Priority Grt	500,000	-	-	500,000	-	500,000	1,000,000
376 Caltrans	426,000	-	-	426,000	-	426,000	852,000
377 California State Parks Dept	798,950	-	-	798,950	-	-	1,597,900

**Attachment J: FY 2023-24 Budgeted Fund Balances**

Resolution No. XXXX

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**General Fund (excl Fund 111)**

	FY 2022-23 Fcst	FY 2023-24 Budget					6/30/2024
	6/30/2023	Rev & TI	Exp & TO	CIP Rev	CIP Exp	Sur/(Def)	
368 Bayfront Park Maintenance	395,043	3,000	264,530	-	-	(261,530)	133,513
501 General Capital Improvement	28,554,539	20,000	2,095,695	18,335,987	39,908,474	(23,648,182)	4,906,357
370 Haven Avenue Streetscape Grant	-	-	-	-	-	-	-
396 CA Arrearage Program Water Res	11,314	-	-	-	-	-	11,314
<b>Debt Service</b>							
400 Library GO Bond 1990	(7,097)	12,545	-	-	-	12,545	5,448
401 Measure T GO Bonds	19,815,019	2,375,456	14,975,870	-	-	(12,600,414)	7,214,605
510 Library Addition	(338)	750	-	-	-	750	412
521 SMC Transportation Authority	170,000	-	-	1,470,000	-	1,470,000	1,640,000
<b>Water Activity</b>							
600 Water Capital	21,735,376	2,144,926	329,254	500,000	16,514,202	(14,198,530)	7,536,846
601 Water Operations	32,886,670	12,096,200	10,908,430	-	-	1,187,770	34,074,440
610 Solid Waste Service	3,465,093	674,038	444,974	-	-	229,064	3,694,157
<b>Internal Services</b>							
701 Workers' Compensation	56,016	821,538	832,401	-	-	(10,863)	45,153
702 General Liability	272,729	2,259,829	2,259,738	-	-	91	272,820
703 Other Post Employment Benefits	(238,045)	878,486	640,095	-	-	238,391	346
704 IT Internal Service	(308,125)	4,848,420	4,521,587	-	-	326,833	18,708
705 Vehicle Replacement	4,048,858	-	2,189,802	-	-	(2,189,802)	1,859,056

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
ADOPTING AN APPROPRIATIONS LIMIT FOR THE CITY OF MENLO PARK  
FOR THE 2023-24 FISCAL YEAR PURSUANT TO ARTICLE XIII B OF THE  
CALIFORNIA CONSTITUTION**

WHEREAS, Article XIII B of the California Constitution (Proposition 4) provides for an annual appropriations limit for state and local governments beginning with the 1980-81 fiscal year, based on the 1978-79 appropriations, as adjusted for the changes in the cost of living or per capita personal income, population, and other specified factors; and

WHEREAS, implementing legislation, which became effective January 1, 1981, provides that each year the governing body of each local jurisdiction shall, by resolution, establish its appropriations limit for the year pursuant to Article III B at a regularly scheduled meeting or noticed special meeting; and

WHEREAS, Proposition 111 subsequently amended Article XIII B of the California Constitution to provide for certain revisions in the population and inflation factors used in the calculation of the appropriations limit and to provide for a recalculation of the appropriation limit data for the fiscal years 1987-88 through 1990-91; and

WHEREAS, in accordance with applicable law, the appropriation limit for the City of Menlo Park for the 2023-24 fiscal year has been calculated to be \$78,200,071, using such revisions and recalculations; and

WHEREAS, Government Code section 7910 provides that documentation used in the determination of the appropriations limit shall be available to the public at least 15 days before such meeting, and such documentation was made available to the public on the City's website by June 13, 2023;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Menlo Park that the City Council of Menlo Park hereby:

1. Selects to use the change in the California per capita income as the cost of living adjustment factor, and (b) elects to use the annual population change in the City of Menlo Park's population for calculating the population adjustment factor.
2. That the appropriations limit for fiscal year 2023-24 to be \$78,200,071, as detailed in the calculations set forth in Exhibit A.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of June, 2023.

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Judi A. Herren, City Clerk

Exhibits

A. Appropriations limit for fiscal year 2023-24

CITY OF MENLO PARK				
APPROPRIATIONS LIMIT				
FISCAL YEAR 2023-24				
			AMOUNT	SOURCE
A.	LAST YEAR'S LIMIT		<b>\$ 75,563,220</b>	Prior Year
B.	ADJUSTMENT FACTORS			
	1. Population - City		0.9909	State Department of Finance
	2. Inflation		1.0444	State Department of Finance
			1.0349	(B1*B2)
	<b>Total Adjustment %</b>		0.0349	(B1*B2-1)
C.	ANNUAL ADJUSTMENT		\$ 2,636,851	(B*A)
D.	THIS YEAR'S LIMIT		<b>\$ 78,200,071</b>	(A+C)
E.	PROCEEDS OF TAXES SUBJECT TO LIMIT			
	Property Tax		36,687,676	2023-24 Proposed Budget
	Sales Tax		6,886,302	2023-24 Proposed Budget
	Other Taxes		10,500,000	2023-24 Proposed Budget
	Special Assessments		1,255,018	2023-24 Proposed Budget
	Interest Allocation		2,200,000	2023-24 Proposed Budget
			<b>\$ 57,528,996</b>	
F.	AMOUNT UNDER/(OVER) LIMIT		<b>\$ 20,671,075</b>	(D-E)

Dear Fiscal Officer:

**Subject: Price Factor and Population Information**

**Appropriations Limit**

California Revenue and Taxation Code section 2227 requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2023, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2023-24. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2023-24 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

**Population Percent Change for Special Districts**

Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: <http://leginfo.legislature.ca.gov/faces/codes.xhtml>.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

**Population Certification**

The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2023.**

**Please Note:** The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

JOE SPEPHENSHAW  
Director  
By:

Erika Li  
Chief Deputy Director

Attachment

- A. **Price Factor:** Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2023-24 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2023-24	4.44

- B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2023-24 appropriation limit.

**2023-24:**

Per Capita Cost of Living Change = 4.44 percent  
 Population Change = -0.35 percent

Per Capita Cost of Living converted to a ratio:  $\frac{4.44 + 100}{100} = 1.0444$

Population converted to a ratio:  $\frac{-0.35 + 100}{100} = 0.9965$

Calculation of factor for FY 2023-24:  $1.0444 \times 0.9965 = 1.0407$

Fiscal Year 2023-24

**Attachment B**  
**Annual Percent Change in Population Minus Exclusions\***  
**January 1, 2022 to January 1, 2023 and Total Population, January 1, 2023**

<b>County City</b>	<b><u>Percent Change</u></b>	<b><u>--- Population Minus Exclusions ---</u></b>		<b><u>Total Population</u></b>
	<b>2022-2023</b>	<b>1-1-22</b>	<b>1-1-23</b>	<b>1-1-2023</b>
San Mateo				
Atherton	-0.48	6,710	6,678	6,678
Belmont	-0.88	27,030	26,793	26,793
Brisbane	-0.51	4,672	4,648	4,648
Burlingame	0.22	30,069	30,136	30,136
Colma	-0.88	1,371	1,359	1,359
Daly City	-0.56	102,040	101,471	101,471
East Palo Alto	-0.66	28,776	28,586	28,586
Foster City	-0.45	32,852	32,703	32,703
Half Moon Bay	-0.77	11,313	11,226	11,226
Hillsborough	-0.20	10,984	10,962	10,962
Menlo Park	-0.91	32,645	32,349	32,478
Millbrae	0.08	22,468	22,487	22,487
Pacifica	-0.41	37,236	37,082	37,082
Portola Valley	-0.54	4,270	4,247	4,247
Redwood City	-0.32	81,753	81,495	81,495
San Bruno	-0.68	42,340	42,054	42,054
San Carlos	-0.89	29,762	29,496	29,496
San Mateo	-0.32	103,651	103,318	103,318
South San Francisco	0.00	64,325	64,323	64,323
Woodside	-0.29	5,143	5,128	5,128
Unincorporated	-0.53	61,301	60,974	60,974
County Total	-0.43	740,711	737,515	737,644

\*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

**RESOLUTION NO. XXXX**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
AMENDING THE SALARY SCHEDULE**

WHEREAS, pursuant to the Personnel System Rules, the City Manager prepared a Compensation Plan; and

WHEREAS, the salary schedule is being updated in accordance with the Memorandum of Understanding between the Menlo Park Police Officers' Association and the City of Menlo Park, dated September 1, 2021 through August 31, 2024, which provides a three percent (3%) pay rate increase effective the beginning of the first full pay period following July 1, 2023; and

WHEREAS, the salary schedule is being updated in accordance with the Memorandum of Understanding between the Menlo Park Police Sergeants' Association and the City of Menlo Park, dated July 1, 2022 through June 30, 2025, in order to maintain the current minimum base pay differential of fifteen percent (15%) between top step Police Corporal and top step Sergeant.

NOW, THEREFORE, BE IT RESOLVED that the following compensation provisions shall be established in accordance with the City's Personnel System Rules.

BE IT FURTHER RESOLVED that any previous enacted compensation provisions contained in Resolution No. 6754 and subsequent amendments shall be superseded by this Resolution.

BE IT FURTHER RESOLVED that the changes contained herein on Exhibit A shall be effective July 2, 2023.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_ day of June, 2023.

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Judi A. Herren, City Clerk

Exhibits:

- A. Salary schedule effective July 2, 2023
- B. Red-lined version of existing salary schedule

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	\$ 87,734	\$ 92,122	\$ 96,728	\$ 101,565	\$ 106,643
Accountant II	\$ 96,095	\$ 100,637	\$ 105,385	\$ 110,453	\$ 115,717
Accounting Assistant I	\$ 62,216	\$ 65,165	\$ 68,174	\$ 71,359	\$ 74,661
Accounting Assistant II	\$ 68,174	\$ 71,359	\$ 74,661	\$ 78,150	\$ 81,818
Administrative Assistant	\$ 68,379	\$ 71,573	\$ 74,885	\$ 78,385	\$ 82,063
Administrative Services Director	\$ 165,347		Open Range		\$ 234,259
Assistant Administrative Services Director	\$ 130,376		Open Range		\$ 187,407
Assistant City Manager	\$ 174,616		Open Range		\$ 257,685
Assistant Community Development Director	\$ 130,376		Open Range		\$ 187,407
Assistant Engineer	\$ 105,817	\$ 110,859	\$ 116,160	\$ 121,705	\$ 127,503
Assistant Library and Community Services Director	\$ 133,380		Open Range		\$ 187,407
Assistant Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Assistant Public Works Director	\$ 144,870		Open Range		\$ 187,407
Assistant to the City Manager	\$ 125,490		Open Range		\$ 163,981
Assistant to the City Manager / City Clerk	\$ 125,490		Open Range		\$ 163,981
Assistant Transportation Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Associate Civil Engineer	\$ 118,735	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267
Associate Engineer	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Associate Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Associate Transportation Engineer	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267	\$ 150,209
Associate Transportation Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Asst. Public Works Director - Engineering	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Maintenance	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Transportation	\$ 144,870		Open Range		\$ 187,407
Building Custodian	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Building Inspector I	\$ 92,657	\$ 97,113	\$ 101,742	\$ 106,606	\$ 111,696
Building Inspector II	\$ 101,923	\$ 106,824	\$ 111,916	\$ 117,266	\$ 122,866
Business Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Chief Water Operator	\$ 101,983	\$ 106,843	\$ 111,948	\$ 117,304	\$ 122,918
Child Care Teacher I	\$ 55,614	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544
Child Care Teacher II	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Child Care Teacher's Aide	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629	\$ 49,732
City Arborist	\$ 105,789	\$ 110,860	\$ 116,143	\$ 121,691	\$ 127,514
City Clerk	\$ 125,490		Open Range		\$ 163,981
City Councilmember	n/a		Annual Rate		\$ 7,680
City Manager	\$ 203,533		Open Range		\$ 281,111
Code Enforcement Officer	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778	\$ 105,581
Communications and Records Manager	\$ 121,823	\$ 127,735	\$ 133,870	\$ 140,325	\$ 147,074
Communications Dispatcher	\$ 88,905	\$ 93,108	\$ 97,500	\$ 102,189	\$ 107,059
Communications Training Dispatcher	\$ 93,108	\$ 97,500	\$ 102,189	\$ 107,059	\$ 112,178
Community Development Director	\$ 165,126		Open Range		\$ 234,259
Community Development Technician	\$ 74,567	\$ 78,019	\$ 81,665	\$ 85,496	\$ 89,514
Community Service Officer	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Construction Inspector I	\$ 87,412	\$ 91,617	\$ 95,983	\$ 100,572	\$ 105,374
Construction Inspector II	\$ 96,153	\$ 100,778	\$ 105,581	\$ 110,629	\$ 115,911
Contracts Specialist	\$ 76,990	\$ 80,610	\$ 84,343	\$ 88,347	\$ 92,587
Custodial Services Supervisor	\$ 71,518	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853
Deputy City Clerk	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Deputy City Manager	\$ 169,611		Open Range		\$ 234,259
Deputy Comm. Dev. Director - Housing	\$ 130,350		Open Range		\$ 175,695
Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Engineering Services Manager	\$ 130,350		Open Range		\$ 175,695
Engineering Technician I	\$ 80,152	\$ 83,864	\$ 87,845	\$ 92,061	\$ 96,413
Engineering Technician II	\$ 89,855	\$ 94,082	\$ 98,506	\$ 103,229	\$ 108,148
Enterprise Applications Administrator	\$ 118,341	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Enterprise Applications Support Specialist I	\$ 94,840	\$ 99,582	\$ 104,561	\$ 109,789	\$ 115,279
Enterprise Applications Support Specialist II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Equipment Mechanic	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Executive Assistant	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602	\$ 93,816
Executive Assistant to the City Mgr	\$ 83,173	\$ 87,331	\$ 91,698	\$ 96,283	\$ 101,096
Extra Help Retired Annuitant	\$ 31,200		Open Range		\$ 249,600
Facilities Maintenance Technician I	\$ 66,544	\$ 69,608	\$ 72,907	\$ 76,336	\$ 79,871
Facilities Maintenance Technician II	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Finance and Budget Manager	\$ 130,350		Open Range		\$ 175,695
Finance Director	\$ 165,125		Open Range		\$ 234,259
GIS Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
GIS Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Gymnastics Instructor	\$ 44,525	\$ 46,539	\$ 48,641	\$ 50,812	\$ 53,148
Housing & Economic Development Manager	\$ 125,490		Open Range		\$ 163,981

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Housing Manager	\$ 125,490		Open Range		\$ 163,981
Human Resources Director	\$ 165,347		Open Range		\$ 234,259
Human Resources Manager	\$ 130,350		Open Range		\$ 175,695
Human Resources Technician I	\$ 72,243	\$ 75,661	\$ 79,039	\$ 82,895	\$ 86,794
Human Resources Technician II	\$ 79,467	\$ 83,227	\$ 86,943	\$ 91,185	\$ 95,473
Information Technology Manager	\$ 130,350		Open Range		\$ 175,695
Information Technology Specialist I	\$ 77,815	\$ 81,707	\$ 85,792	\$ 90,083	\$ 94,588
Information Technology Specialist II	\$ 86,460	\$ 90,523	\$ 94,781	\$ 99,238	\$ 103,997
Internal Services Manager	\$ 130,350		Open Range		\$ 175,695
Junior Engineer	\$ 85,362	\$ 89,630	\$ 94,112	\$ 98,818	\$ 103,759
Librarian I	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Librarian II	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778
Library and Community Services Director	\$ 161,038		Open Range		\$ 234,259
Library and Community Services Manager	\$ 130,350		Open Range		\$ 175,695
Library and Community Services Supervisor	\$ 96,464	\$ 101,103	\$ 105,920	\$ 110,985	\$ 116,285
Library Assistant I	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544	\$ 69,608
Library Assistant II	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Library Assistant III	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,577
Literacy Program Manager	\$ 85,853	\$ 89,891	\$ 94,118	\$ 98,630	\$ 103,330
Maintenance Worker I	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Maintenance Worker II	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Management Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Management Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Network Administrator	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Office Assistant	\$ 57,097	\$ 59,701	\$ 62,403	\$ 65,360	\$ 68,379
Parking Enforcement Officer	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Permit Manager	\$ 119,656	\$ 125,381	\$ 131,382	\$ 137,644	\$ 144,295
Permit Technician	\$ 74,567	\$ 78,018	\$ 81,665	\$ 85,496	\$ 89,513
Plan Check Engineer	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949	\$ 144,631
Planning Manager	\$ 130,350		Open Range		\$ 175,695
Planning Technician	\$ 85,496	\$ 89,513	\$ 93,724	\$ 98,131	\$ 102,836
Police Chief	\$ 178,414		Open Range		\$ 257,685
Police Commander	\$ 160,572		Open Range		\$ 234,259
Police Corporal (2080 hours)	\$ 119,178	\$ 125,138	\$ 131,394	\$ 137,964	\$ 144,862
Police Corporal (2184 hours)	\$ 125,137	\$ 131,394	\$ 137,964	\$ 144,862	\$ 152,105
Police Officer (2080 hours)	\$ 110,735	\$ 116,271	\$ 122,084	\$ 128,189	\$ 134,599
Police Officer (2184 hours)	\$ 116,272	\$ 122,085	\$ 128,188	\$ 134,598	\$ 141,329
Police Records Specialist	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Police Recruit	n/a		Hourly Rate		\$ 89,695
Police Sergeant (2080 hours)	\$ 137,060	\$ 143,913	\$ 151,108	\$ 158,664	\$ 166,597
Police Sergeant (2184 hours)	\$ 143,912	\$ 151,108	\$ 158,664	\$ 166,597	\$ 174,927
Principal Planner	\$ 127,020	\$ 134,973	\$ 141,433	\$ 148,174	\$ 153,174
Program Aide/Driver	\$ 39,920	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629
Program Assistant	\$ 56,871	\$ 59,463	\$ 62,154	\$ 65,100	\$ 68,106
Project Manager	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Property and Court Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Public Engagement Manager	\$ 130,350		Open Range		\$ 175,695
Public Works Director	\$ 169,611		Open Range		\$ 234,259
Public Works Superintendent	\$ 128,081		Open Range		\$ 175,695
Public Works Supervisor - Facilities	\$ 106,541	\$ 111,649	\$ 116,969	\$ 122,558	\$ 128,421
Public Works Supervisor - Fleet	\$ 108,236	\$ 113,425	\$ 118,829	\$ 124,506	\$ 130,463
Public Works Supervisor - Park	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Streets	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Trees	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Recreation Coordinator	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853	\$ 89,891
Revenue and Claims Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Senior Accountant	\$ 110,509	\$ 115,734	\$ 121,193	\$ 127,022	\$ 133,075
Senior Accounting Assistant	\$ 74,991	\$ 78,495	\$ 82,127	\$ 85,965	\$ 89,999
Senior Building Inspector	\$ 114,394	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949
Senior Civil Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Communications Dispatcher	\$ 97,500	\$ 102,189	\$ 107,059	\$ 112,178	\$ 117,533
Senior Construction Inspector	\$ 105,769	\$ 110,856	\$ 116,139	\$ 121,707	\$ 127,793
Senior Engineering Technician	\$ 96,413	\$ 100,962	\$ 105,817	\$ 110,859	\$ 116,160
Senior Equipment Mechanic	\$ 87,868	\$ 92,155	\$ 96,489	\$ 100,958	\$ 105,749
Senior Facilities Maintenance Technician	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior GIS Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Human Resources Technician	\$ 87,414	\$ 91,550	\$ 95,637	\$ 100,303	\$ 105,021
Senior Library Assistant	\$ 76,467	\$ 80,198	\$ 83,969	\$ 87,858	\$ 91,935

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Senior Maintenance Worker	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior Management Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Office Assistant	\$ 62,403	\$ 65,360	\$ 68,379	\$ 71,573	\$ 74,885
Senior Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Police Records Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Senior Program Assistant	\$ 69,066	\$ 72,294	\$ 75,687	\$ 79,242	\$ 82,971
Senior Project Manager	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Senior Sustainability Specialist	\$ 86,614	\$ 90,757	\$ 95,101	\$ 99,635	\$ 104,448
Senior Transportation Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Transportation Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Water System Operator	\$ 81,945	\$ 85,738	\$ 89,745	\$ 93,956	\$ 98,369
Sustainability Manager	\$ 125,490	Open Range			\$ 163,981
Sustainability Specialist	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Systems Administrator	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Transportation Demand Management Coord.	\$ 98,314	\$ 102,997	\$ 107,919	\$ 113,082	\$ 118,494
Transportation Director	\$ 169,611	Open Range			\$ 234,259
Transportation Manager	\$ 130,350	Open Range			\$ 175,695
Water Quality Specialist	\$ 85,576	\$ 89,602	\$ 93,816	\$ 98,314	\$ 102,997
Water System Operator I	\$ 68,090	\$ 71,141	\$ 74,296	\$ 77,967	\$ 81,596
Water System Operator II	\$ 74,495	\$ 77,944	\$ 81,586	\$ 85,414	\$ 89,427

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Accountant I	\$ 87,734	\$ 92,122	\$ 96,728	\$ 101,565	\$ 106,643
Accountant II	\$ 96,095	\$ 100,637	\$ 105,385	\$ 110,453	\$ 115,717
Accounting Assistant I	\$ 62,216	\$ 65,165	\$ 68,174	\$ 71,359	\$ 74,661
Accounting Assistant II	\$ 68,174	\$ 71,359	\$ 74,661	\$ 78,150	\$ 81,818
Administrative Assistant	\$ 68,379	\$ 71,573	\$ 74,885	\$ 78,385	\$ 82,063
Administrative Services Director	\$ 165,347		Open Range		\$ 234,259
Assistant Administrative Services Director	\$ 130,376		Open Range		\$ 187,407
Assistant City Manager	\$ 174,616		Open Range		\$ 257,685
Assistant Community Development Director	\$ 130,376		Open Range		\$ 187,407
Assistant Engineer	\$ 105,817	\$ 110,859	\$ 116,160	\$ 121,705	\$ 127,503
Assistant Library and Community Services Director	\$ 133,380		Open Range		\$ 187,407
Assistant Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Assistant Public Works Director	\$ 144,870		Open Range		\$ 187,407
Assistant to the City Manager	\$ 125,490		Open Range		\$ 163,981
Assistant to the City Manager / City Clerk	\$ 125,490		Open Range		\$ 163,981
Assistant Transportation Planner	\$ 95,875	\$ 100,383	\$ 105,195	\$ 110,208	\$ 115,473
Associate Civil Engineer	\$ 118,735	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267
Associate Engineer	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Associate Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Associate Transportation Engineer	\$ 124,419	\$ 130,350	\$ 136,648	\$ 143,267	\$ 150,209
Associate Transportation Planner	\$ 105,195	\$ 110,208	\$ 115,473	\$ 120,998	\$ 126,789
Asst. Public Works Director - Engineering	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Maintenance	\$ 144,870		Open Range		\$ 187,407
Asst. Public Works Director - Transportation	\$ 144,870		Open Range		\$ 187,407
Building Custodian	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Building Inspector I	\$ 92,657	\$ 97,113	\$ 101,742	\$ 106,606	\$ 111,696
Building Inspector II	\$ 101,923	\$ 106,824	\$ 111,916	\$ 117,266	\$ 122,866
Business Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Chief Water Operator	\$ 101,983	\$ 106,843	\$ 111,948	\$ 117,304	\$ 122,918
Child Care Teacher I	\$ 55,614	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544
Child Care Teacher II	\$ 62,154	\$ 65,100	\$ 68,106	\$ 71,288	\$ 74,587
Child Care Teacher's Aide	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629	\$ 49,732
City Arborist	\$ 105,789	\$ 110,860	\$ 116,143	\$ 121,691	\$ 127,514
City Clerk	\$ 125,490		Open Range		\$ 163,981
City Councilmember	n/a		Annual Rate		\$ 7,680
City Manager	\$ 203,533		Open Range		\$ 281,111
Code Enforcement Officer	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778	\$ 105,581
Communications and Records Manager	\$ 121,823	\$ 127,735	\$ 133,870	\$ 140,325	\$ 147,074
Communications Dispatcher	\$ 88,905	\$ 93,108	\$ 97,500	\$ 102,189	\$ 107,059
Communications Training Dispatcher	\$ 93,108	\$ 97,500	\$ 102,189	\$ 107,059	\$ 112,178
Community Development Director	\$ 165,126		Open Range		\$ 234,259
Community Development Technician	\$ 74,567	\$ 78,019	\$ 81,665	\$ 85,496	\$ 89,514
Community Service Officer	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Construction Inspector I	\$ 87,412	\$ 91,617	\$ 95,983	\$ 100,572	\$ 105,374
Construction Inspector II	\$ 96,153	\$ 100,778	\$ 105,581	\$ 110,629	\$ 115,911
Contracts Specialist	\$ 76,990	\$ 80,610	\$ 84,343	\$ 88,347	\$ 92,587
Custodial Services Supervisor	\$ 71,518	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853
Deputy City Clerk	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Deputy City Manager	\$ 169,611		Open Range		\$ 234,259
Deputy Comm. Dev. Director - Housing	\$ 130,350		Open Range		\$ 175,695
Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Engineering Services Manager	\$ 130,350		Open Range		\$ 175,695
Engineering Technician I	\$ 80,152	\$ 83,864	\$ 87,845	\$ 92,061	\$ 96,413
Engineering Technician II	\$ 89,855	\$ 94,082	\$ 98,506	\$ 103,229	\$ 108,148
Enterprise Applications Administrator	\$ 118,341	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Enterprise Applications Support Specialist I	\$ 94,840	\$ 99,582	\$ 104,561	\$ 109,789	\$ 115,279
Enterprise Applications Support Specialist II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Equipment Mechanic	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Executive Assistant	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602	\$ 93,816
Executive Assistant to the City Mgr	\$ 83,173	\$ 87,331	\$ 91,698	\$ 96,283	\$ 101,096
Extra Help Retired Annuitant	\$ 31,200		Open Range		\$ 249,600
Facilities Maintenance Technician I	\$ 66,544	\$ 69,608	\$ 72,907	\$ 76,336	\$ 79,871
Facilities Maintenance Technician II	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Finance and Budget Manager	\$ 130,350		Open Range		\$ 175,695
Finance Director	\$ 165,125		Open Range		\$ 234,259
GIS Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
GIS Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Gymnastics Instructor	\$ 44,525	\$ 46,539	\$ 48,641	\$ 50,812	\$ 53,148
Housing & Economic Development Manager	\$ 125,490		Open Range		\$ 163,981
Housing Manager	\$ 125,490		Open Range		\$ 163,981
Human Resources Director	\$ 165,347		Open Range		\$ 234,259
Human Resources Manager	\$ 130,350		Open Range		\$ 175,695
Human Resources Technician I	\$ 72,243	\$ 75,661	\$ 79,039	\$ 82,895	\$ 86,794
Human Resources Technician II	\$ 79,467	\$ 83,227	\$ 86,943	\$ 91,185	\$ 95,473
Information Technology Manager	\$ 130,350		Open Range		\$ 175,695
Information Technology Specialist I	\$ 77,815	\$ 81,707	\$ 85,792	\$ 90,083	\$ 94,588
Information Technology Specialist II	\$ 86,460	\$ 90,523	\$ 94,781	\$ 99,238	\$ 103,997
Internal Services Manager	\$ 130,350		Open Range		\$ 175,695
Junior Engineer	\$ 85,362	\$ 89,630	\$ 94,112	\$ 98,818	\$ 103,759
Librarian I	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Librarian II	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153	\$ 100,778

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Library and Community Services Director	\$ 161,038		Open Range		\$ 234,259
Library and Community Services Manager	\$ 130,350		Open Range		\$ 175,695
Library and Community Services Supervisor	\$ 96,464	\$ 101,103	\$ 105,920	\$ 110,985	\$ 116,285
Library Assistant I	\$ 58,136	\$ 60,769	\$ 63,538	\$ 66,544	\$ 69,608
Library Assistant II	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Library Assistant III	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,577
Literacy Program Manager	\$ 85,853	\$ 89,891	\$ 94,118	\$ 98,630	\$ 103,330
Maintenance Worker I	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Maintenance Worker II	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Management Analyst I	\$ 92,043	\$ 96,646	\$ 101,479	\$ 106,553	\$ 111,881
Management Analyst II	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Network Administrator	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Office Assistant	\$ 57,097	\$ 59,701	\$ 62,403	\$ 65,360	\$ 68,379
Parking Enforcement Officer	\$ 63,538	\$ 66,544	\$ 69,515	\$ 72,907	\$ 76,336
Permit Manager	\$ 119,656	\$ 125,381	\$ 131,382	\$ 137,644	\$ 144,295
Permit Technician	\$ 74,567	\$ 78,018	\$ 81,665	\$ 85,496	\$ 89,513
Plan Check Engineer	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949	\$ 144,631
Planning Manager	\$ 130,350		Open Range		\$ 175,695
Planning Technician	\$ 85,496	\$ 89,513	\$ 93,724	\$ 98,131	\$ 102,836
Police Chief	\$ 178,414		Open Range		\$ 257,685
Police Commander	\$ 160,572		Open Range		\$ 234,259
Police Corporal (2080 hours)	<del>\$ 115,707</del>	<del>\$ 121,493</del>	<del>\$ 127,567</del>	<del>\$ 133,945</del>	<del>\$ 140,643</del>
Police Corporal (2080 hours)	\$ 119,178	\$ 125,138	\$ 131,394	\$ 137,964	\$ 144,862
Police Corporal (2184 hours)	<del>\$ 121,492</del>	<del>\$ 127,567</del>	<del>\$ 133,946</del>	<del>\$ 140,643</del>	<del>\$ 147,675</del>
Police Corporal (2184 hours)	\$ 125,137	\$ 131,394	\$ 137,964	\$ 144,862	\$ 152,105
Police Officer (2080 hours)	<del>\$ 107,510</del>	<del>\$ 112,884</del>	<del>\$ 118,528</del>	<del>\$ 124,455</del>	<del>\$ 130,678</del>
Police Officer (2080 hours)	\$ 110,735	\$ 116,271	\$ 122,084	\$ 128,189	\$ 134,599
Police Officer (2184 hours)	<del>\$ 112,885</del>	<del>\$ 118,529</del>	<del>\$ 124,455</del>	<del>\$ 130,678</del>	<del>\$ 137,212</del>
Police Officer (2184 hours)	\$ 116,272	\$ 122,085	\$ 128,188	\$ 134,598	\$ 141,329
Police Records Specialist	\$ 69,515	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662
Police Recruit	n/a	-	Hourly Rate	-	<del>\$ 87,083</del>
Police Recruit	n/a	-	Hourly Rate	-	\$ 89,695
Police Sergeant (2080 hours)	<del>\$ 133,068</del>	<del>\$ 139,721</del>	<del>\$ 146,707</del>	<del>\$ 154,042</del>	<del>\$ 161,744</del>
Police Sergeant (2080 hours)	\$ 137,060	\$ 143,913	\$ 151,108	\$ 158,664	\$ 166,597
Police Sergeant (2184 hours)	<del>\$ 139,721</del>	<del>\$ 146,707</del>	<del>\$ 154,042</del>	<del>\$ 161,744</del>	<del>\$ 169,832</del>
Police Sergeant (2184 hours)	\$ 143,912	\$ 151,108	\$ 158,664	\$ 166,597	\$ 174,927
Principal Planner	\$ 127,020	\$ 134,973	\$ 141,433	\$ 148,174	\$ 153,174
Program Aide/Driver	\$ 39,920	\$ 41,726	\$ 43,614	\$ 45,587	\$ 47,629
Program Assistant	\$ 56,871	\$ 59,463	\$ 62,154	\$ 65,100	\$ 68,106
Project Manager	\$ 112,205	\$ 117,576	\$ 123,182	\$ 129,133	\$ 135,388
Property and Court Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Public Engagement Manager	\$ 130,350		Open Range		\$ 175,695
Public Works Director	\$ 169,611		Open Range		\$ 234,259
Public Works Superintendent	\$ 128,081		Open Range		\$ 175,695
Public Works Supervisor - Facilities	\$ 106,541	\$ 111,649	\$ 116,969	\$ 122,558	\$ 128,421
Public Works Supervisor - Fleet	\$ 108,236	\$ 113,425	\$ 118,829	\$ 124,506	\$ 130,463
Public Works Supervisor - Park	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Streets	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Public Works Supervisor - Trees	\$ 100,707	\$ 105,534	\$ 110,563	\$ 115,845	\$ 121,388
Recreation Coordinator	\$ 74,828	\$ 78,324	\$ 82,000	\$ 85,853	\$ 89,891
Revenue and Claims Manager	\$ 105,192	\$ 110,250	\$ 115,505	\$ 121,028	\$ 126,807
Senior Accountant	\$ 110,509	\$ 115,734	\$ 121,193	\$ 127,022	\$ 133,075
Senior Accounting Assistant	\$ 74,991	\$ 78,495	\$ 82,127	\$ 85,965	\$ 89,999
Senior Building Inspector	\$ 114,394	\$ 119,866	\$ 125,604	\$ 131,591	\$ 137,949
Senior Civil Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Communications Dispatcher	\$ 97,500	\$ 102,189	\$ 107,059	\$ 112,178	\$ 117,533
Senior Construction Inspector	\$ 105,769	\$ 110,856	\$ 116,139	\$ 121,707	\$ 127,793
Senior Engineering Technician	\$ 96,413	\$ 100,962	\$ 105,817	\$ 110,859	\$ 116,160
Senior Equipment Mechanic	\$ 87,868	\$ 92,155	\$ 96,489	\$ 100,958	\$ 105,749
Senior Facilities Maintenance Technician	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior GIS Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Human Resources Technician	\$ 87,414	\$ 91,550	\$ 95,637	\$ 100,303	\$ 105,021
Senior Library Assistant	\$ 76,467	\$ 80,198	\$ 83,969	\$ 87,858	\$ 91,935
Senior Maintenance Worker	\$ 79,862	\$ 83,662	\$ 87,678	\$ 91,822	\$ 96,153
Senior Management Analyst	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Senior Office Assistant	\$ 62,403	\$ 65,360	\$ 68,379	\$ 71,573	\$ 74,885
Senior Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Police Records Specialist	\$ 72,907	\$ 76,336	\$ 79,871	\$ 83,662	\$ 87,678
Senior Program Assistant	\$ 69,066	\$ 72,294	\$ 75,687	\$ 79,242	\$ 82,971
Senior Project Manager	\$ 123,426	\$ 129,334	\$ 135,500	\$ 142,046	\$ 148,927
Senior Sustainability Specialist	\$ 86,614	\$ 90,757	\$ 95,101	\$ 99,635	\$ 104,448
Senior Transportation Engineer	\$ 130,770	\$ 137,087	\$ 143,729	\$ 150,693	\$ 158,036
Senior Transportation Planner	\$ 115,473	\$ 120,998	\$ 126,789	\$ 132,833	\$ 139,250
Senior Water System Operator	\$ 81,945	\$ 85,738	\$ 89,745	\$ 93,956	\$ 98,369
Sustainability Manager	\$ 125,490		Open Range		\$ 163,981
Sustainability Specialist	\$ 74,587	\$ 78,073	\$ 81,736	\$ 85,576	\$ 89,602
Systems Administrator	\$ 118,340	\$ 123,962	\$ 129,850	\$ 136,083	\$ 142,657
Transportation Demand Management Coord.	\$ 98,314	\$ 102,997	\$ 107,919	\$ 113,082	\$ 118,494
Transportation Director	\$ 169,611		Open Range		\$ 234,259
Transportation Manager	\$ 130,350		Open Range		\$ 175,695

Classification Title	Minimum (Step A)	Step B	Step C	Step D	Maximum (Step E)
Water Quality Specialist	\$ 85,576	\$ 89,602	\$ 93,816	\$ 98,314	\$ 102,997
Water System Operator I	\$ 68,090	\$ 71,141	\$ 74,296	\$ 77,967	\$ 81,596
Water System Operator II	\$ 74,495	\$ 77,944	\$ 81,586	\$ 85,414	\$ 89,427

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK TO  
EXTEND THE SOLID WASTE AND WATER RATE ASSISTANCE PROGRAM**

WHEREAS, as of June 16, 2020, the City Council adopted Resolution No. 6563 to support the black lives matter movement, which emphasizes inclusion and equity within the community through City policies and services; and

WHEREAS, to promote equity and support Menlo Park's diverse community, establishing a rate assistance program helps low-income households to cover basic living expenses; and

WHEREAS, some rate assistance programs, such as Pacific Gas & Electricity (PG&E) California Alternative Rate Energy (CARE) program, offer a monthly minimum discount of 20 percent on gas and electricity; and

WHEREAS, due to the COVID-19 pandemic and solid waste and water rate increases, some residential customers may be financially impacted; and

WHEREAS, on August 25, 2020, during a study session, the City Council supported establishment of a rate assistance program for solid waste rates at a 20 percent discount; and

WHEREAS, on September 8, 2020, during a study session, the City Council supported establishment of a rate assistance program for Menlo Park Municipal Water customers; and

WHEREAS, on December 8, 2020, the City Council adopted Resolution No. 6605, which established the rate assistance program, appropriated \$164,000 from the general fund, and provided a timeframe for the program of January 1, 2021, through June 30, 2021, and

WHEREAS, on January 1, 2021, Recology's new solid waste rates went into effect; and

WHEREAS, on April 27, 2021, the City Council received an update about extending the pilot program for fiscal year 2021-22; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6625, which approved Menlo Park Municipal Water rate increases for the next five years between July 1, 2021, and June 30, 2026; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6638, which extended the solid waste and water rate assistance program to June 30, 2022; and

WHEREAS, on July 1, 2021, new Menlo Park Municipal Water rates went into effect; and

WHEREAS, on January 1, 2022, Recology's new solid waste rates went into effect; and

WHEREAS, on June 28, 2022, the City Council adopted Resolution No. 6755, which extended the solid waste and water rate assistance program to June 30, 2023; and

WHEREAS, on July 1, 2022, new Menlo Park Municipal Water rates went into effect; and

WHEREAS, on January 1, 2023, Recology's new solid waste rates went into effect; and

WHEREAS, on July 1, 2023, new Menlo Park Municipal Water rates are scheduled to be in effect; and

NOW, THEREFORE BE IT RESOLVED, the program shall be comprised of the following timeframe, discount, and qualifications unless modified by the City Council by resolution:

1. Timeframe: Continue on July 1, 2023 and end on June 30, 2024;
2. Discount: Monthly 20 percent discount for solid waste rates and a monthly fixed discount equal to 50 percent of the 5/8-inch meter service charge for water rates; and
3. Qualifications: Households must meet the following criteria to receive the discount:
  - Must be enrolled in PG&E CARE program;
  - Submit most recent PG&E bill to verify CARE enrollment. Address on PG&E bill must be the same as the address on solid waste and water bills, but names may be different;
  - Submit most recent Recology and Menlo Park Municipal Water bills to receive applicable discounts; and
  - Re-certify eligibility according to the PG&E CARE program enrollment expiration date. Re-certification will vary, depending on when the household applies to CARE.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_ day of June, 2023.

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Judi A. Herren, City Clerk

**2023-24 AWARD AUTHORITY AND BID REQUIREMENTS**

City Council Policy No. CC-21-024

Adopted December 14, 2021

Resolution No. 6695



<b>Purpose</b>			
Pursuant to City Council adopted policy CC-21-024, this memo establishes the award authority and bid requirements for the 2023-24 fiscal year.			
<b>Award Authority and Bid Requirements</b>			
<b>Category</b>	<b>Amount</b>	<b>Approving authority</b>	<b>Bid requirement</b>
<b>Goods, general services, and professional services</b>	Less than \$46,500	City Manager Designee	Written quotations
	\$46,501 to \$93,000/year (up to 3 years)	City Manager	Informal bid
	\$93,001 to \$200,000	City Council	Informal bid
	Greater than \$200,000		Formal bid
<b>Public projects</b>	Less than \$60,000	City Manager Designee	Informal bid/force account
	\$60,001 to \$93,000	City Manager	
	\$93,001 to \$200,000	City Council	Informal bid
	Greater than \$200,000		Formal bid
<b>Claims settlement</b>	Up to \$93,000	City Manager	N/A
	\$93,001 or greater	City Council	



# **Menlo Park Community Campus preliminary service level analysis**

City Council – June 27, 2023





# Overview

- City Council was provided a memorandum at its June 13 meeting outlining the necessary cost to operate the new MPCC campus, as well as additional services being provided
- City Council requested additional information and analysis related to service levels in the new facility
- City staff worked hard to make data available as quickly as possible for public awareness and transparency in response to City Council's request
- After reviewing additional costs and resource analysis, future City Council direction may require a budget amendment
- Based on the anticipated timeline for opening the new facility in the first half of calendar year 2024, staff recommends that definitive direction and/ or action be taken related to MPCC staffing levels no later than September 2023.



# Background

- Sept. 13, 2022 – [City Council reviewed community survey results](#) for desired programs in the MPCC, and received initial confirmation that service level enhancements would be necessary to operate the new center in the manner envisioned by the City Council and community
- January 24, 2023 – [City Council reviewed preliminary estimates](#) that approximately 4-5 full-time equivalent (FTE) new personnel, in addition to new temporary staff, would be needed to support the gymnasium, recreation center, makerspace, teen lounge, expanded library space, and other desired new programs when the MPCC opens
- April 4, 2023 – [City Council reviewed MPCC proposed programming plan elements](#) that were developed over the previous several months with robust community input and City Council feedback and direction
- June 1, 2023 – [The proposed fiscal year \(FY\) 2023-24 operating budget workshop](#) included a detailed service level restoration request for 6.0 FTE new personnel plus additional temporary staff to open and operate the MPCC facility.



# Current services – LCS department

- Library and Community Services (LCS) staff are dedicated, hard-working, talented and experienced public servants
- LCS has fewer staff now than before the pandemic
- Menlo Park residents desire and expect a high quality and high level of service
- LCS staff are currently working at maximum capacity to meet service demands
- LCS staff provide a diverse array of high-quality services to the Menlo Park community

LCS department services include:

- Public libraries
- Recreation
- Sports
- Early childhood education
- After school programs
- Summer youth camps
- Older adults (senior) programs
- Athletic fields and courts
- Community events
- Aquatics



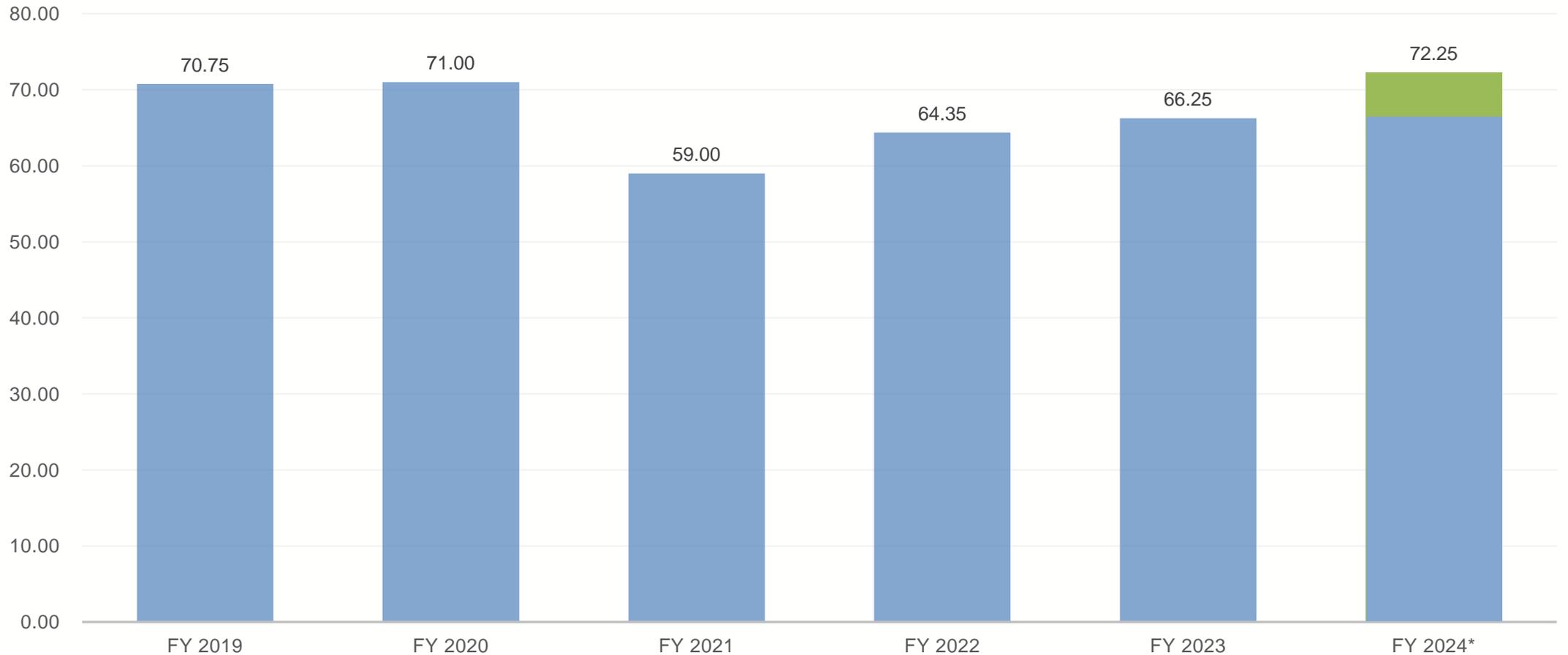
# New service needs - MPCC

- MPCC is on track to open during fiscal year 2023-24
- Large, complex multiservice public facility – 37,080 square feet on two levels
- Incorporates some current programs, including senior center, youth center and branch library - these current programs are planned to move to and expand in the new facility
- Restores services and adds new programs which currently do not exist, including: restored gymnasium and fitness center, significantly expanded library, new makerspace, new teen/homework – additional staff capacity is needed to support these programs in the new facility
- New public facilities commonly experience significantly increased usage compared to the old facilities they replace – often 2-3 times higher usage
- The former community center’s closure for construction coincided with the COVID-19 pandemic, widespread facility closures, and personnel reductions made necessary by economic downturn. LCS staffing capacity has not fully recovered yet.



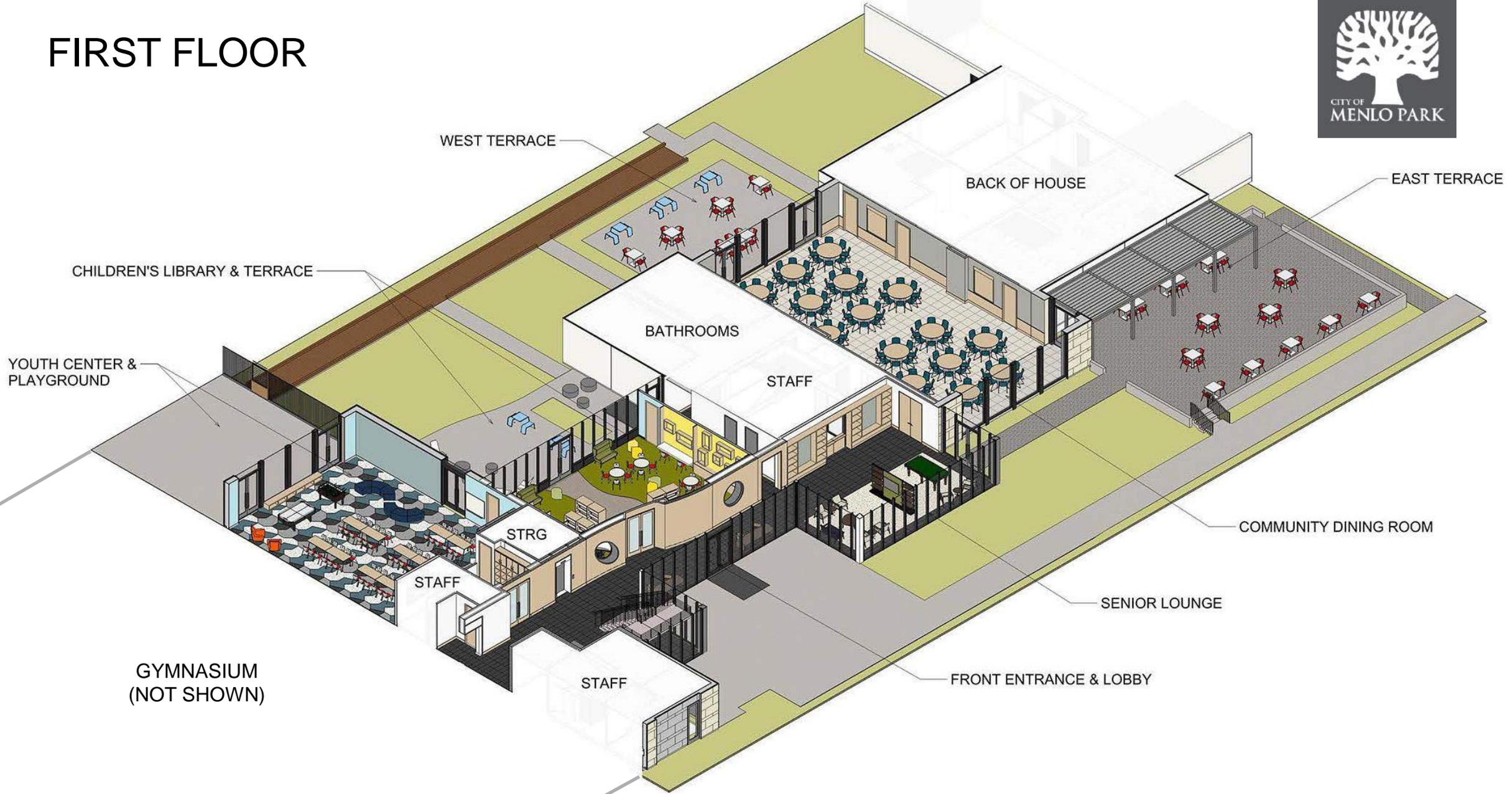
# Staffing levels 2019 to 2024

FTE Personnel

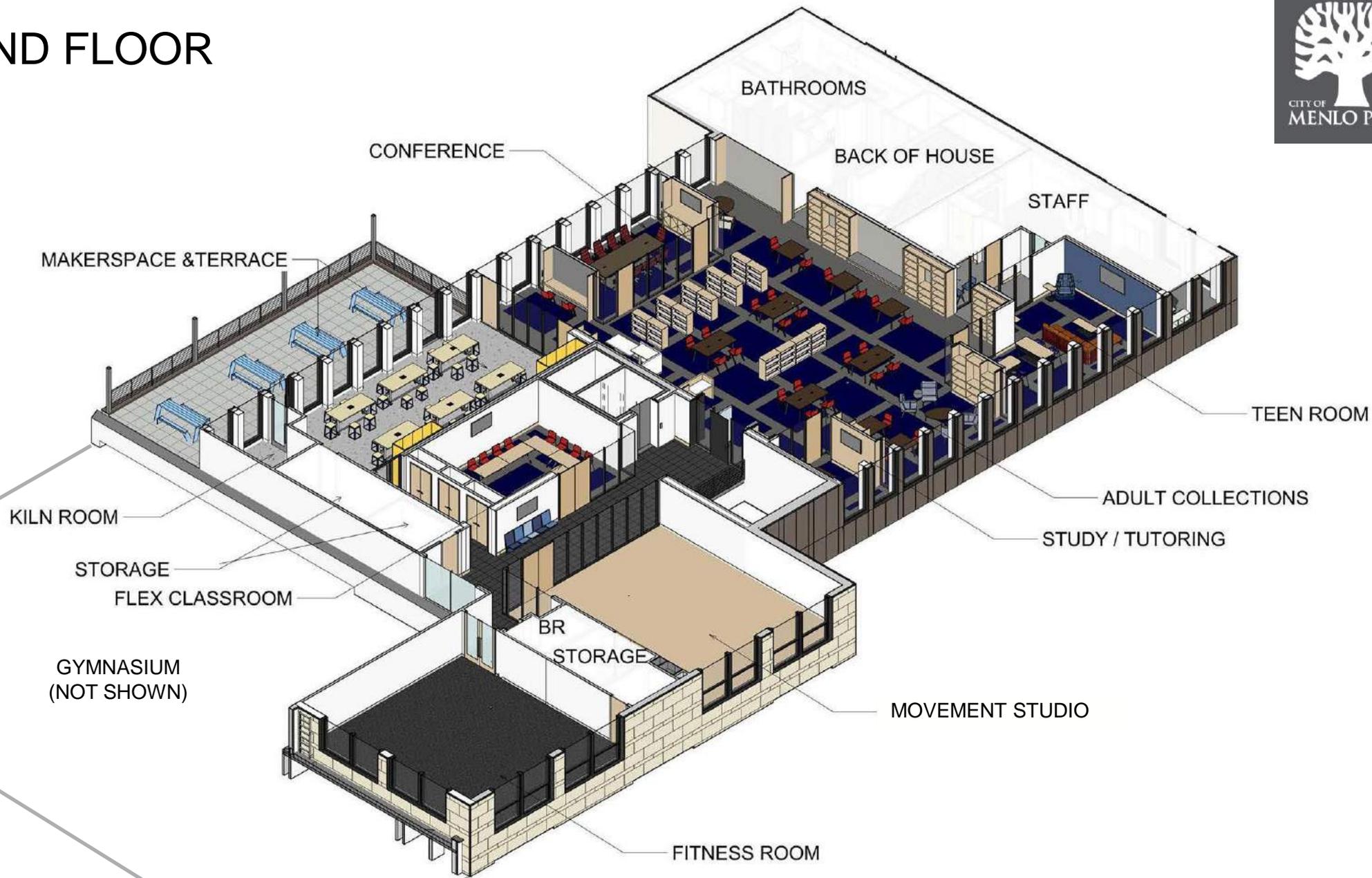


\*Includes 6.0 FTE requested for Page J-1.34

# FIRST FLOOR



# SECOND FLOOR





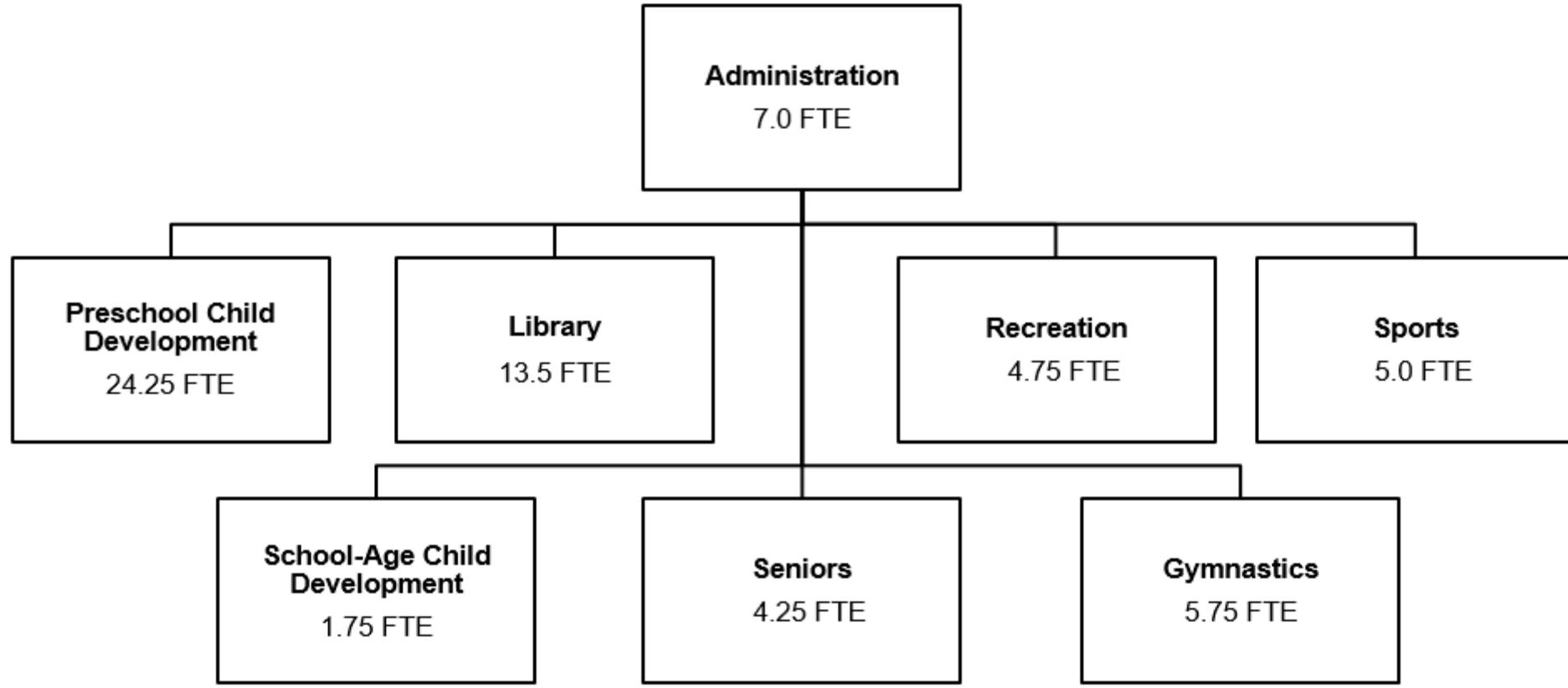
## New service needs - MPCC

- Restore Belle Haven services that were suspended/reduced during the MPCC construction and pandemic (gymnasium, fitness center, recreation services, facility rentals)
- Staff an expanded public library space that spans two floors instead of the current one floor space
- Support new services, including makerspace and teen zone/ homework
- Support enhanced nutrition services, planning and preparation of nutritious meals for senior center and youth center participants, provide nutrition and health/wellness education classes.
- Reinstate operating costs (utilities, maintenance, supplies and services)



# Library and Community Services Current 2022-23

66.25 FTE baseline

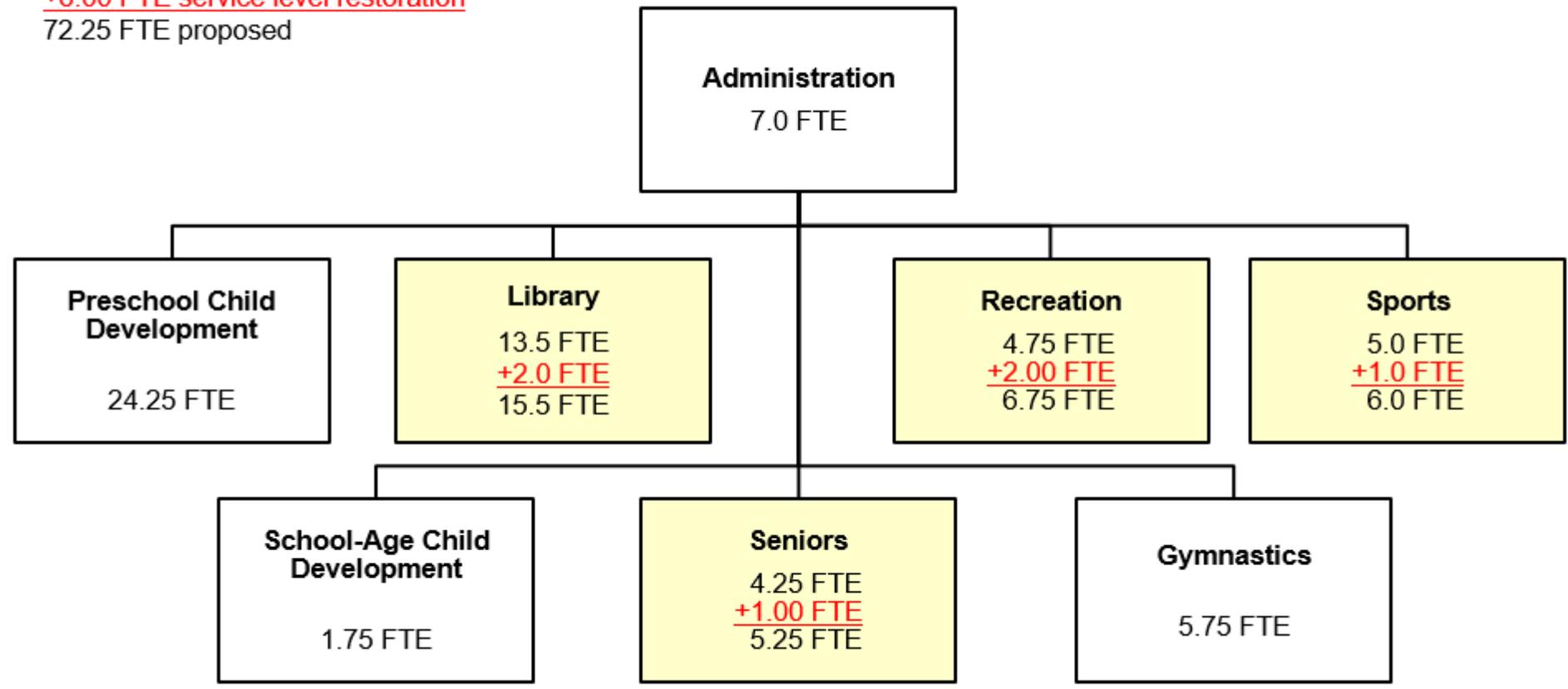




# Library and Community Services

## Proposed 2023-24 (to support the MPCC)

66.25 FTE baseline  
+6.00 FTE service level restoration  
72.25 FTE proposed





# New personnel needs - MPCC

Position*	FTE	Operational/programming need
Librarian I/II	1.00	Lead staff for expanded library space, makerspace, teen zone
Library Assistant I	1.00	Support staff for expanded library space, makerspace, teen zone
Recreation Coordinator	1.00	Lead staff for gymnasium, fitness center, athletic leagues, recreation classes, facility rentals
Senior Program Assistant	1.00	Support staff for gymnasium, fitness center, athletic leagues, recreation classes, facility rentals
Nutrition Services Coordinator	1.00	Lead staff for senior center daily meal service, youth center food service, nutrition/health/wellness education
LCS Supervisor	1.00	Building supervisor - operations, athletic field use, and site liaison to aquatics provider
Temporary staff (\$120,000)		Front line customer service support at 3 primary service points 7 days/ 63+ hours per week, plus room set up, facility attendants for rentals, and related tasks
<b>Total</b>	<b>6.00</b>	

\*Proposed in FY 2023-24





# Core staffing analysis – major elements

## Work groups

- Library
- Recreation
- Sports
- Seniors

## Staffing types

- FTE
- Temp

## Adjustment factors

- Leaves
- Breaks
- Vacancies
- Training
- Development



# Core staffing needs (current – no MPCC)

## Core services

- Customer service points
- Opening/closing
- Senior food prep/ service
- Book circulation
- Collection development
- Facility attendants
- Facility rentals

## Core programs

- Recreation classes
- Drop-in sports
- Athletic leagues
- Grocery distribution
- Storytimes
- Cultural/literary programs
- Senior events
- Community events

## Support tasks

- Supplies / billing
- Scheduling
- Outreach
- Reports
- Data entry / maintenance

\*Includes current staffing in Library, Recreation, Sports, Seniors work groups



# Total staff hours (current – no MPCC)

Raw totals of staff hours that do not factor in leaves, breaks, vacancy, training/development.

Work group (FTE)	FTE	Annual hours (FTE)	Weekly hours (FTE)
Library	13.5	28,080	540
Sports	5	10,400	200
Recreation	4.75	9,880	190
Seniors	4.25	8,840	170
<b>TOTAL</b>	<b>27.5</b>	<b>57,200</b>	<b>1,100</b>

Work group (TEMP)	Annual hours (TEMP)	Weekly hours (TEMP)
Library	14,465	278
Seniors	4,550	88
Sports	3,384	65
Recreation	2,716	52
<b>TOTAL</b>	<b>25,115</b>	<b>483</b>

\*Includes current staffing in Library, Recreation, Sports, Seniors work groups



# Adjusted staff hours (current – no MPCC)

Adjusted totals of staff hours that factor in leaves, breaks, vacancy, training/development (staff hours that are not available for core services, core programs, or support tasks.)

	Total weekly hours*	Leaves and breaks factor	Adjusted for leaves and breaks	Vacancy factor	Adjusted for vacancy	Training and dev. factor	Adjusted available weekly hours*
FTE*	1,100	25%	825.0	10%	743	4%	713
TEMP*	483	10%	434.7	10%	391	4%	376
<b>TOTAL</b>	<b>1,583</b>		<b>1,259.7</b>		<b>1,134</b>		<b>1,088</b>

\*Includes current staffing in Library, Recreation, Sports, Seniors work groups



# Staff hours for core services (current – no MPCC)

Staff hours needed to perform core services, core programs, and necessary support tasks

Core services	Staff hours needed per week
Customer service points	360.0
Book circulation	147.0
Senior food prep	137.5
Collection development	105.0
Facility rentals	80.0
Facility attendants	56.0
Opening/closing	18.5
<b>TOTAL</b>	<b>904.0</b>

Core programs	Staff hours needed per week
Recreation classes	20.0
Storytimes	16.0
Grocery distribution	15.3
Community events	13.8
Athletic leagues	12.0
Cultural/literary programs	11.0
Drop-in sports	8.0
Senior events	2.1
<b>TOTAL</b>	<b>98.2</b>

Support tasks	Staff hours needed per week
Supplies/billing	32.0
Scheduling	14.0
Data entry / maintenance	12.0
Outreach	10.0
Reports	8.0
<b>TOTAL</b>	<b>76.0</b>

“Staff hours” on these tables include FTE and temp staff.



# Staff hours analysis (current – no MPCC)

Current staff – without MPCC	Staff hours per week	Staff hours per year	Staff hours expressed as FTE (including temp hours)
<b>Adjusted staff hours available</b>	<b>1088.4</b>	<b>56,595</b>	<b>27.21</b>
Hours used for core services	(904.0)	(47,008)	(22.60)
Hours used for core programs	(98.2)	(5,104)	(2.45)
Hours used for necessary support tasks	(76.0)	(3,952)	(1.90)
<b>Total staff hours used for core services</b>	<b>(1078.2)</b>	<b>(56,064)</b>	<b>(26.95)</b>
Delta - hours	10.2	531	0.26
Delta - percentage	1%		

“Staff hours” on this table includes FTE and temp staff.





MAKERSPACE  
SECOND FLOOR



CHILDREN'S LIBRARY  
FIRST FLOOR



# Core staffing analysis – major elements

- Work groups**
- Library
  - Recreation
  - Sports
  - Seniors

- Staffing types**
- FTE
  - Temp

- Staffing factors**
- Leaves
  - Breaks
  - Vacancy
  - Training
  - Development



# Core staffing needs (new – with MPCC)

## New core services

- Customer service points
- Opening/closing
- Senior food prep/ service
- Facility attendants
- Facility rentals

## New core programs

- Drop-in sports
- Athletic leagues
- Nutrition programs
- Fitness center
- Makerspace

## New support tasks

- Supplies / billing
- Scheduling
- Outreach
- Reports
- Data entry / maintenance

\*Includes Library, Recreation, Sports, Seniors work groups.

\*Assumes that operating hours and service levels at the MPCC campus will be equivalent to the corresponding hours and services at the Burgess campus.



# Total staff hours (new capacity for MPCC)

Raw totals of staff hours that do not factor in leaves, breaks, vacancy, training/development.

Work group (FTE)	FTE*	Annual hours (FTE)*	Weekly hours (FTE)*
Library	2	4,160	80
Recreation	2	4,160	80
Sports	1	2,080	40
Seniors	1	2,080	40
<b>TOTAL*</b>	<b>6</b>	<b>12,480</b>	<b>240</b>

Work group (TEMP)	Annual hours (TEMP)*	Weekly hours (TEMP)*
Library	2,250	43
Recreation	1,250	24
Sports	1,250	24
Seniors	1,040	20
<b>TOTAL*</b>	<b>5,790</b>	<b>111</b>

\*Proposed in FY 2023-24



# Adjusted staff hours (new capacity for MPCC)

Adjusted totals of staff hours that factor in leaves, breaks, vacancy, training/development (staff hours that are not available for core services, core programs, or support tasks.)

	Total hours per week*	Leaves and breaks factor	Adjusted for leaves and breaks	Vacancy factor	Adjusted for vacancy	Training and dev. factor	Adjusted available hours per week*
FTE	240	25%	180	0%	180	4%	173
TEMP	111	10%	100	0%	100	4%	96
<b>TOTAL</b>	<b>351</b>		<b>280</b>		<b>280</b>		<b>269</b>

\*Includes proposed additional staff capacity in Library, Recreation, Sports, Seniors work groups.

\*Proposed in FY 2023-24



# Core service staff hours (new capacity for MPCC)

Staff hours needed to perform core services, core programs, and necessary support tasks

New core services (MPCC)	Staff hours needed per week
Customer service points	104
Facility attendants	24
Senior food prep	20
Facility rentals	20
Opening/closing	3
<b>TOTAL</b>	<b>171</b>

New core programs (MPCC)	Staff hours needed per week
Fitness center	30
Makerspace	30
Nutrition programs	20
Athletic leagues	8
Drop-in sports	8
<b>TOTAL</b>	<b>96</b>

New support tasks (MPCC)	Staff hours needed per week
Supplies/billing	4
Scheduling	4
Outreach	4
Data entry / maintenance	4
Reports	2
<b>TOTAL</b>	<b>18</b>

“Staff hours” on these tables include FTE and temp staff.



# Staff hours analysis (new/restored capacity for MPCC)

	PROPOSED FOR MPCC staff hours per week	PROPOSED FOR MPCC staff hours per year	Staff hours expressed as FTE (including temp hours)
<b>New/restored staff hours available (proposed)</b>	<b>269</b>	<b>13,988</b>	<b>6.73</b>
Hours needed for new/restored core services	(171)	(8,892)	(4.28)
Hours needed for new/restored core programs	(96)	(4,992)	(2.40)
Hours needed for necessary support tasks	(18)	(936)	(0.45)
<b>Total staff hours needed for new/ restored core services</b>	<b>(285)</b>	<b>(14,820)</b>	<b>(7.13)</b>
Delta - hours	(16)	(832)	(0.40)
Delta - percentage	(6%)		

“Staff hours” on this table includes FTE and temp staff.



# Preliminary indicators

- Largest uses of new/restored staff capacity at MPCC are related to new/restored core services and open hours (171 hours per week) and new/restored core programs (96 hours per week)
- Library, recreation, sports, and seniors staff teams are currently operating at maximum available staff capacity to meet current service demands
- Proposed new MPCC staffing capacity is needed to provide new/restored core services and programs to meet projected service demands for the new/restored facility.

\*Includes Library, Recreation, Sports, Seniors work groups.

\*Assumes that operating hours and service levels at the MPCC campus will be equivalent to the corresponding hours and services at the Burgess campus.



# Summary comparison

	CURRENT staff hours per week	PROPOSED NEW FOR MPCC* staff hours per week	TOTAL
<b>Adjusted staff hours available</b>	<b>1,088</b>	<b>269*</b>	<b>1,357</b>
Staff hours used for core services	(904)	(171)	(1,075)
Staff hours used for core programs	(98)	(96)	(194)
Staff hours used for support tasks	(76)	(18)	(94)
<b>Total staff hours needed for core services</b>	<b>(1,078)</b>	<b>(285)</b>	<b>(1,363)</b>
Delta - hours	10	(16)	(6)
Delta - percentage	1%	(6%)	(<1%)

"Staff hours" on this table includes FTE and temp staff.

\*Proposed in FY 2023-24

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**Thank you**



Attachment H: Service level enhancements			Expenses	
Department / Division	SLE description request	Anticipated FY 23-24 Revenues	FY 23-24	Annual Recurring Cost
Police: Patrol	Axon Fleet in-car cameras to enhance capturing scene activity; five-year agreement		\$80,789	\$80,789
Police: Patrol	Community Wellness and Crisis Response Team (CWCRT) partnership		\$80,000	\$80,000
Police: Communications	Replacing aging voice logging equipment (GC 34090, CCP337) for dispatch calls; staff has submitted for grant funding		\$67,000	
Community Dev: Housing	Contract support for implementation of anti-displacement strategies; equivalent to 0.2 FTE in contracted staff support		\$187,500	\$187,500
CMO: Clerk	Planning commissioner stipend pilot; begins April 2024		\$4,200	\$16,800
CMO: Sustainability	Electric gardening rebate program; two-year program totaling \$70,000		\$35,000	
CMO: City Manager	Consultant to develop Diversity, Equity, Inclusion, and Belonging citywide plan. Future annual costs are to be determined		\$51,000	
LCS: MPCC Base Revenues	Anticipated fees, rentals, charges, reimbursements, and donations for half a year of operations	\$357,500		
LCS: MPCC Operating Expenses	Various items including supplies, contracts, information technology, repairs & maintenance, utilities, training for half a year of operations		\$510,500	\$1,021,000
<b>Total</b>		\$357,500	\$1,015,989	\$1,386,089

Service level enhancements for future City Council Consideration			Expenses	
Department / Division	SLE description request	Anticipated Annual Revenues	First-Year Cost	Annual Recurring Cost
LCS	MPCC: Operating revenues: Fees, rentals, charges, reimbursements, donations	\$715,000		
LCS: Library	MPCC: 2 FTEs: Lead and support staff for library services at MPCC			\$249,096
LCS: Gymnasium	MPCC: 2 FTEs: Lead and support staff for gymnasium services			\$265,671
LCS: Seniors	MPCC: 1 FTE: Lead staff for senior citizen meal service			\$140,631
LCS: Operations	MPCC: 1 FTE: Building supervision			\$190,291
LCS: Temporary Labor	MPCC: Temporary labor pending additional FTE approvals			\$120,000
LCS: MPCC Operating Expenses	Various items including supplies, contracts, information technology, repairs & maintenance, utilities, training			\$1,021,000
Net MPCC Impact (Expenses less revenues):				(\$1,271,689)
Police: Patrol	Flock Cameras to capture vehicle, pedestrian and bicycles activity; Initial two year agreement		\$284,900	\$251,500
<b>Total</b>		\$715,000	\$284,900	\$2,238,189

General Fund (excl Fund 111)	FY 2022-23 Fcst				
	6/30/2022	Rev & TI	Exp & TO	Sur/(Def)	6/30/2023
100 General	\$ 32,882,360	\$ 81,072,742	\$ 76,603,105	\$ 4,469,637	\$ 37,351,997
Non-spendable prepaids	446,047				446,047
Project related, encumb	1,540,643				540,643
Strategic pension funding	3,250,860			Actual	2,288,492
Emergency (Policy: 15-20%)	12,064,534			15%	11,490,466
Economic (Policy: 20-25%)	15,000,000			20%	15,320,621
Unassigned	580,276				7,265,728
Total Reserve Breakdown	32,882,360				37,351,997
<b>One-time, Developer, In-lieu</b>					
111 One-time Revenue	1,350,000	1,450,000	-	1,450,000	2,800,000
258 CRRSA	19,668	-	-	-	19,668
332 Bayfront Impact	6,760,554	2,593,451	-	2,593,451	9,354,005
353 Downtown Public Amenity	2,442,080	10,000	-	10,000	2,452,080
369 Community Amenities	9,405,000	-	-	-	9,405,000
395 Developer Funded Projects	262,355	2,291,890	2,250,000	41,890	304,245
397 American Rescue Plan Act	3,303,250	4,150,250	3,717,830	432,420	3,735,670
201 EIR Fees	89,684	-	-	-	89,684
<b>Housing Activity</b>					
221 Housing Special Revenue	6,602,921	1,064	24,000	(22,936)	6,579,985
222 Below Mrkt Rt Housing Spec Rev	32,538,570	6,847,779	439,967	6,407,812	38,946,382
223 Federal Revenue Sharing	121,787	500	4,000	(3,500)	118,287
224 Community Devlpmt Block Grant	1,381,809	1,500	4,000	(2,500)	1,379,309
364 HUT Repair and Maintenance	-	793,824	-	793,824	793,824
394 Communitywide Electrification Efforts	-	-	-	-	-
<b>Library &amp; Community Service</b>					
202 Miscellaneous Trust	155,521	145,000	145,000	-	155,521
203 Donations - Library and Community Se	348,051	151,044	-	151,044	499,095
204 Maria S Hoffman Donation Senio	-	266,189	-	266,189	266,189
251 Big Lift	-	295,000	187,200	107,800	107,800
252 Childcare Food	-	85,000	85,000	-	-
253 Belle Haven Child Devlpmt Ctr	-	2,003,000	1,552,942	450,058	450,058
254 Preschool-QRIS	4,562	12,000	-	12,000	16,562
256 Recreation In-Lieu	2,869,135	88,200	3,000,000	(2,911,800)	(42,665)
304 Menlo Park Community Campus	4,561,827	3,000,000	5,124,379	(2,124,379)	2,437,448
305 Diverse Literature LSTA	7,963	20,000	20,000	-	7,963
334 BCSS Wellness Grant	-	-	-	-	-
<b>Police Enforcement</b>					
327 Supp Law Enforcement Services	305,494	284,689	145,203	139,486	444,980
328 Downtown Parking Permits	4,449,378	112,711	195,600	(82,889)	4,366,489
<b>Transportation. Streets, Maint</b>					
211 Heritage Tree	419,936	10,000	-	10,000	429,936
213 CalRecycle SB1383 Local Grant	50,108	25,000	25,000	-	50,108
255 Senior Transportation	-	43,700	-	43,700	43,700
329 OTS Grant	557	24,025	-	24,025	24,582
351 Transportation Impact Fees	9,269,907	10,191,160	251,222	9,939,938	19,209,845
352 Transportation	871,875	-	19,488	(19,488)	852,387
354 Storm Drainage Fees	93,914	137,565	97,000	40,565	134,479
355 Shuttle Program	-	1,293,151	1,170,028	123,123	123,123
356 County Transp Tax (Measure A)	965,258	1,002,551	1,045,622	(43,071)	922,187
357 Highway Users (Gas Tax)	2,874,195	1,029,129	132,751	896,378	3,770,573
358 Landscape/Tree Assessment	743,057	1,289,757	1,244,284	45,473	788,530
359 Sidewalk Assessment	90,831	305,838	27,050	278,788	369,619
360 Measure M	87,724	140,000	140,000	-	87,724
361 Storm Water Management(NPDES)	383,316	377,509	468,839	(91,330)	291,986
362 Construction Impact Fee	6,027,315	1,322,962	86,525	1,236,437	7,263,752
363 Measure W	1,184,982	429,119	-	429,119	1,614,101
365 Landfill Post-Closure	7,939,049	932,116	527,575	404,541	8,343,590
375 CA Coastal Consv Priority Grt	-	500,000	-	500,000	500,000
376 Caltrans	-	426,000	-	426,000	426,000
377 California State Parks Dept	-	798,950	-	798,950	798,950

## Attachment I: FY 2022-23 Forecasted Fund Balances

General Fund (excl Fund 111)	FY 2022-23 Fcst				6/30/2023
	6/30/2022	Rev & TI	Exp & TO	Sur/(Def)	
368 Bayfront Park Maintenance	646,764	3,000	254,721	(251,721)	395,043
501 General Capital Improvement	23,735,241	7,551,816	2,732,518	4,819,298	28,554,539
370 Haven Avenue Streetscape Grant	-	-	-	-	-
396 CA Arrearage Program Water Res	11,314	-	-	-	11,314
<b>Debt Service</b>					
400 Library GO Bond 1990	351,403	1,500	360,000	(358,500)	(7,097)
401 Measure T GO Bonds	19,800,019	2,365,456	2,350,456	15,000	19,815,019
510 Library Addition	118,662	2,000	121,000	(119,000)	(338)
521 SMC Transportation Authority	-	170,000	-	170,000	170,000
<b>Water Activity</b>					
600 Water Capital	20,246,487	2,486,387	997,498	1,488,889	21,735,376
601 Water Operations	29,342,228	14,836,457	11,292,015	3,544,442	32,886,670
610 Solid Waste Service	3,145,626	692,456	372,989	319,467	3,465,093
<b>Internal Services</b>					
701 Workers' Compensation	962,963	928,488	1,835,435	(906,947)	56,016
702 General Liability	(661,801)	2,582,824	1,648,294	934,530	272,729
703 Other Post Employment Benefits	824,278	-	1,062,323	(1,062,323)	(238,045)
704 IT Internal Service	1,801,504	3,752,348	5,861,977	(2,109,629)	(308,125)
705 Vehicle Replacement	4,046,069	1,446,162	1,443,373	2,789	4,048,858

General Fund (excl Fund 111)	FY 2022-23 Fcst	FY 2023-24 Budget					6/30/2024
	6/30/2023	Rev & TI	Exp & TO	CIP Rev	CIP Exp	Sur/(Def)	
100 General	\$ 37,351,997	\$ 75,144,952	\$ 76,147,993	\$ -	\$ -	\$ (1,003,042)	\$ 36,348,955
Non-spendable prepaids	446,047						446,047
Project related, encumb	540,643						540,643
Strategic pension funding	2,288,492					Actual %	1,326,164
Emergency (Policy: 15-20%)	11,490,466					15%	11,422,199
Economic (Policy: 20-25%)	15,320,621					20%	15,229,599
Unassigned	7,265,728						7,384,304
Total Reserve Breakdown	37,351,997						36,348,955
<b>One-time, Developer, In-lieu</b>							
111 One-time Revenue	2,800,000	1,350,000	-	-	-	1,350,000	4,150,000
258 CRRSA	19,668	-	-	-	-	-	19,668
332 Bayfront Impact	9,354,005	-	-	-	-	-	9,354,005
353 Downtown Public Amenity	2,452,080	10,000	-	-	748,718	(738,718)	1,713,362
369 Community Amenities	9,405,000	24,400,000	-	-	300,000	24,100,000	33,505,000
395 Developer Funded Projects	304,245	750,000	750,000	-	-	-	304,245
397 American Rescue Plan Act	3,735,670	-	3,717,830	-	-	(3,717,830)	17,840
201 EIR Fees	89,684	-	-	-	-	-	89,684
<b>Housing Activity</b>							
221 Housing Special Revenue	6,579,985	1,000	24,000	-	-	(23,000)	6,556,985
222 Below Mrkt Rt Housing Spec Rev	38,946,382	3,096,433	662,542	-	-	2,433,891	41,380,273
223 Federal Revenue Sharing	118,287	500	4,000	-	-	(3,500)	114,787
224 Community Devlpmt Block Grant	1,379,309	1,500	4,000	-	-	(2,500)	1,376,809
364 HUT Repair and Maintenance	793,824	844,369	-	-	1,550,000	(705,631)	88,193
394 Communitywide Electrification Efforts	-	2,250,000	2,250,000	-	-	-	-
<b>Library &amp; Community Service</b>							
202 Miscellaneous Trust	155,521	145,000	145,000	-	-	-	155,521
203 Donations - Library and Community Se	499,095	295,000	-	-	-	295,000	794,095
204 Maria S Hoffman Donation Senio	266,189	-	-	-	-	-	266,189
251 Big Lift	107,800	295,000	260,109	-	-	34,891	142,691
252 Childcare Food	-	85,000	85,000	-	-	-	-
253 Belle Haven Child Devlpmt Ctr	450,058	2,003,000	2,241,453	-	-	(238,453)	211,605
254 Preschool-QRIS	16,562	12,000	-	-	-	12,000	28,562
256 Recreation In-Lieu	(42,665)	1,488,200	-	725,414	1,650,779	562,835	520,170
304 Menlo Park Community Campus	2,437,448	-	-	7,297,000	9,077,164	(1,780,164)	657,284
305 Diverse Literature LSTA	7,963	20,000	20,000	-	-	-	7,963
334 BCSS Wellness Grant	-	28,785	-	-	-	28,785	28,785
<b>Police Enforcement</b>							
327 Supp Law Enforcement Services	444,980	100,000	100,000	-	-	-	444,980
328 Downtown Parking Permits	4,366,489	-	202,450	-	2,400,000	(2,602,450)	1,764,039
<b>Transportation. Streets, Maint</b>							
211 Heritage Tree	429,936	160,000	-	-	250,000	(90,000)	339,936
213 CalRecycle SB1383 Local Grant	50,108	-	-	-	-	-	50,108
255 Senior Transportation	43,700	-	-	-	-	-	43,700
329 OTS Grant	24,582	70,000	-	-	-	70,000	94,582
351 Transportation Impact Fees	19,209,845	2,250,000	-	7,900,000	14,205,954	(4,055,954)	15,153,891
352 Transportation	852,387	-	-	-	814,335	(814,335)	38,052
354 Storm Drainage Fees	134,479	100,000	100,000	-	-	-	134,479
355 Shuttle Program	123,123	1,004,937	1,126,912	-	-	(121,975)	1,148
356 County Transp Tax (Measure A)	922,187	1,200,000	1,473,532	400,000	804,940	(678,472)	243,715
357 Highway Users (Gas Tax)	3,770,573	980,962	19,692	-	3,394,548	(2,433,278)	1,337,295
358 Landscape/Tree Assessment	788,530	922,542	1,331,006	-	-	(408,464)	380,066
359 Sidewalk Assessment	369,619	332,476	27,050	-	350,000	(44,574)	325,045
360 Measure M	87,724	140,000	140,000	-	-	-	87,724
361 Storm Water Management(NPDES)	291,986	381,102	525,936	-	-	(144,834)	147,152
362 Construction Impact Fee	7,263,752	865,000	88,676	-	3,500,000	(2,723,676)	4,540,076
363 Measure W	1,614,101	550,000	-	-	900,000	(350,000)	1,264,101
365 Landfill Post-Closure	8,343,590	970,083	587,161	-	3,707,212	(3,324,290)	5,019,300
375 CA Coastal Conserv Priority Grt	500,000	-	-	500,000	-	500,000	1,000,000
376 Caltrans	426,000	-	-	426,000	-	426,000	852,000
377 California State Parks Dept	798,950	-	-	798,950	-	-	798,950

**Attachment J: FY 2023-24 Budgeted Fund Balances**

	FY 2022-23 Fcst	FY 2023-24 Budget					6/30/2024
	6/30/2023	Rev & TI	Exp & TO	CIP Rev	CIP Exp	Sur/(Def)	
<b>General Fund (excl Fund 111)</b>							
368 Bayfront Park Maintenance	395,043	3,000	264,530	-	-	(261,530)	133,513
501 General Capital Improvement	28,554,539	20,000	2,095,695	18,335,987	39,908,474	(23,648,182)	4,906,357
370 Haven Avenue Streetscape Grant	-	-	-	-	-	-	-
396 CA Arrearage Program Water Res	11,314	-	-	-	-	-	11,314
<b>Debt Service</b>							
400 Library GO Bond 1990	(7,097)	12,545	-	-	-	12,545	5,448
401 Measure T GO Bonds	19,815,019	2,375,456	14,975,870	-	-	(12,600,414)	7,214,605
510 Library Addition	(338)	750	-	-	-	750	412
521 SMC Transportation Authority	170,000	-	-	1,470,000	-	1,470,000	1,640,000
<b>Water Activity</b>							
600 Water Capital	21,735,376	2,144,926	329,254	500,000	16,514,202	(14,198,530)	7,536,846
601 Water Operations	32,886,670	12,096,200	10,908,430	-	-	1,187,770	34,074,440
610 Solid Waste Service	3,465,093	674,038	444,974	-	-	229,064	3,694,157
<b>Internal Services</b>							
701 Workers' Compensation	56,016	821,538	832,401	-	-	(10,863)	45,153
702 General Liability	272,729	2,259,829	2,259,738	-	-	91	272,820
703 Other Post Employment Benefits	(238,045)	878,486	640,095	-	-	238,391	346
704 IT Internal Service	(308,125)	4,848,420	4,521,587	-	-	326,833	18,708
705 Vehicle Replacement	4,048,858	-	2,189,802	-	-	(2,189,802)	1,859,056

# City of Menlo Park

General Fund 5 Year Forecast: (\$1 million annual CIP)

Fiscal Year 2023-24 through 2027-28



## General Fund 5 Year Forecast: Attachment K (\$1 million annual CIP)

### General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Assumptions

The objectives of the forecast are to demonstrate reserve levels after covering operating and capital project transfers. The forecast is developed as closely as possible to a cash flow projection rather than a full accrual estimate, thus excluding receivables, payables, depreciation, amortization, and certain unrealized gains & losses. The details in this tool are used by management in forecasting receipts (revenues), disbursements (expenses) and cash reserves. The City maintains the accounting system in accordance with Generally Accepted Accounting Principles (GAAP) adopted by the Governmental Accounting Standards Board (GASB). The forecast period (2023-24 thru 2028) uses the proposed budget year 2023-24 as the base.

**Revenues:**

Property Taxes	4.6%	HdL projection for 5 year secured, unsecured, VLF in lieu property tax, Other taxes are reduced by \$224K admin fee
Sales Taxes	4.0%	MuniServices 5 year projection
TOT	5.0%	HdL provides TOT audit and reviews forecast, includes citizenM
Utility User Tax	0.0%	Removed from forecast
Excess ERAF	0.0%	Same level as proposed budget, no growth
RPPTF	0.0%	Using recent update from County of San Mateo, same level from proposed budget, no growth
Licenses & Permits	4.0%	Estiamted 4% annual growth over proposed budget
Other revenues	3.0%	Includes \$1 million from CERBT for retiree health premiums, projected 3% annual growth
Charges for Services	2.0%	Projected increase in demand for services
Interest Income	-	Reduces based on fund balance
Transfers (over forecast)	\$6,334,830	2024 - ARPA: \$3.7 million (pending City Council direction)Other: landscape, tree, park, solid waste support

**Expenditures:**

Salaries and Wages	4.0%	Subject to labor negotiations												
Benefits - Non PERS	3.0%	CPI inflation adjustment												
Benefits - PERS (over forecast)	-	Based on most recent CalPERS actuarial report; Misc at -7.2%, Safety at -4% (Suspend UAL for 2025, then reduce)												
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 20%;">2024</th> <th style="width: 20%;">2025</th> <th style="width: 20%;">2026</th> <th style="width: 20%;">2027</th> <th style="width: 20%;">2028</th> </tr> </thead> <tbody> <tr> <td>Vacancy factor</td> <td style="text-align: center;">10.0%</td> <td style="text-align: center;">9.0%</td> <td style="text-align: center;">8.0%</td> <td style="text-align: center;">7.0%</td> <td style="text-align: center;">7.0%</td> </tr> </tbody> </table>		2024	2025	2026	2027	2028	Vacancy factor	10.0%	9.0%	8.0%	7.0%	7.0%
	2024	2025	2026	2027	2028									
Vacancy factor	10.0%	9.0%	8.0%	7.0%	7.0%									
Services, Repairs, etc	3.0%	CPI inflation adjustment												
Operating	3.0%	CPI inflation adjustment												
Transfers (over forecast)	\$10,409,815	CIP \$1 million annual support, \$.44 million for landscape assessment and shuttle program												

**Staffing: FTEs**

	2024	2025	2026	2027	2028
100 General Administration	18.36	18.36	18.36	18.36	18.36
140 Administrative Services	17.75	17.75	17.75	17.75	17.75
200 Police	69.50	69.50	69.50	69.50	69.50
300 Public Works	43.61	43.61	43.61	43.61	43.61
500 Library and Community Svcs	51.25	51.25	51.25	51.25	51.25
600 Community Development	33.50	33.50	33.50	33.50	33.50
<b>Total</b>	<b>233.97</b>	<b>233.97</b>	<b>233.97</b>	<b>233.97</b>	<b>233.97</b>

## General Fund 5 Year Forecast: Attachment K (\$1 million annual CIP)

General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Revenue & Expense Statement

	Proposed							Annual Growth
	2022 Act	2023 Fcst	2024 Bud	2025	2026	2027	2028	
<b>Revenue</b>								
Property taxes: Secured	\$ 19,572,790	\$ 20,681,996	\$ 21,879,747	\$ 22,656,694	\$ 23,668,778	\$ 24,879,451	\$ 26,177,955	4.6%
Property taxes: VLF	5,265,733	6,948,161	6,550,825	6,785,345	7,090,007	7,453,015	7,843,553	4.6%
Excess ERAF	4,410,741	4,178,538	4,168,229	4,168,229	4,168,229	4,168,229	4,168,229	
RPTTF	1,816,169	3,296,750	2,510,372	2,510,372	2,510,372	2,510,372	2,510,372	
Property taxes: Other	1,664,790	1,753,738	1,578,503	1,650,892	1,726,602	1,805,783	1,888,595	
Sales Taxes	6,534,862	6,621,444	6,886,302	7,161,754	7,448,224	7,746,153	8,055,999	
TOT	9,404,440	10,000,000	10,500,000	11,025,000	11,576,250	12,155,063	12,762,816	
Utility User Tax	1,562,407	1,647,858	-	-	-	-	-	
Licenses & Permits	5,987,374	5,690,231	5,128,500	5,333,640	5,546,986	5,768,865	5,999,620	
Fines, Rental, Govt, Other	3,799,563	4,309,327	4,290,494	4,419,209	4,551,785	4,688,339	4,828,989	
Charges for Services	4,911,158	6,017,168	5,210,750	5,314,965	5,421,264	5,529,690	5,640,283	
Interest Income	1,430,530	2,200,000	2,200,000	2,108,239	1,900,124	1,706,745	1,537,570	
Transfer In	875,508	7,727,531	4,241,230	523,400	523,400	523,400	523,400	
<b>Total revenue</b>	<b>67,236,065</b>	<b>81,072,742</b>	<b>75,144,952</b>	<b>73,657,740</b>	<b>76,132,021</b>	<b>78,935,104</b>	<b>81,937,380</b>	
<b>Expense</b>								
Salaries and Wages	22,187,749	26,475,701	29,409,126	30,575,892	31,789,327	33,051,300	34,363,752	
Salaries Temporary	1,304,040	1,733,321	1,734,350	1,734,350	1,734,350	1,734,350	1,734,350	
Salaries Overtime	1,508,502	1,778,883	1,826,000	1,826,000	1,826,000	1,826,000	1,826,000	
Benefits - PERS	7,007,864	8,365,856	9,234,338	9,695,273	9,696,882	9,264,394	9,163,766	
Benefits - Additional UAL	962,291	962,328	962,328	962,328	500,000	500,000	500,000	
Benefits - Non PERS	6,683,806	8,194,001	10,081,602	10,384,050	10,695,572	11,016,439	11,346,932	
Benefits - Non PERS (Vacancy)	-	(3,372,208)	(5,159,760)	(4,723,309)	(4,320,622)	(3,861,069)	(3,969,031)	
Operating Expenses	7,039,721	9,145,703	8,644,676	8,904,016	9,171,137	9,446,271	9,729,659	
Services	8,277,179	9,991,178	11,324,679	11,664,419	12,014,352	12,374,783	12,746,026	
Repairs & Maintenance	1,060,987	1,042,796	1,117,395	1,150,917	1,185,444	1,221,008	1,257,638	
Utilities, Rentals	1,758,532	1,877,373	1,966,558	2,025,555	2,086,321	2,148,911	2,213,378	
Fixed Assets, Special Project	606,442	1,576,983	1,324,738	1,364,480	1,405,415	1,447,577	1,491,004	
Transfer Out	12,265,074	8,831,190	3,681,963	1,681,963	1,681,963	1,681,963	1,681,963	
<b>Total expense</b>	<b>70,662,187</b>	<b>76,603,105</b>	<b>76,147,993</b>	<b>77,245,933</b>	<b>79,466,141</b>	<b>81,851,926</b>	<b>84,085,437</b>	
<b>Surplus/(Deficit)</b>	<b>\$ (3,426,122)</b>	<b>\$ 4,469,637</b>	<b>\$ (1,003,041)</b>	<b>\$ (3,588,194)</b>	<b>\$ (3,334,120)</b>	<b>\$ (2,916,822)</b>	<b>\$ (2,148,057)</b>	
	Audited	Forecast						
Fund Balance (excl 111)	<u>32,882,360</u>	<u>37,351,997</u>	<u>36,348,956</u>	<u>32,760,762</u>	<u>29,426,643</u>	<u>26,509,821</u>	<u>24,361,764</u>	
<b>Reserves Breakdown:</b>								
Non-spendable prepaids	446,047	446,047	446,047	446,047	446,047	446,047	446,047	
Project related, encumb	1,540,643	540,643	540,643	540,643	540,643	540,643	540,643	
Strategic pension funding	3,250,860	2,288,492	1,326,164	363,836	-	-	-	
Utility User Tax Refund	-	-	-	4,564,379	-	-	-	2028
Emergency (Policy: 15-20%)	12,064,534	11,490,466	11,422,199	11,586,890	11,919,921	12,277,789	12,612,816	15%
Economic (Policy: 20-25%)	14,650,000	15,320,621	15,229,599	15,008,967	15,893,228	12,995,342	10,512,258	13%
Unassigned	<u>930,276</u>	<u>7,265,728</u>	<u>7,384,304</u>	<u>250,000</u>	<u>626,804</u>	<u>250,000</u>	<u>250,000</u>	

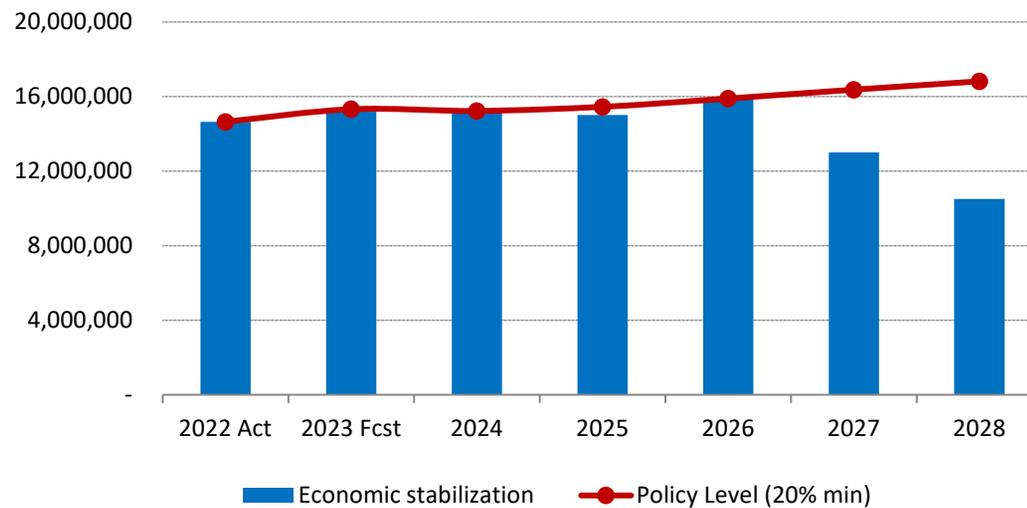
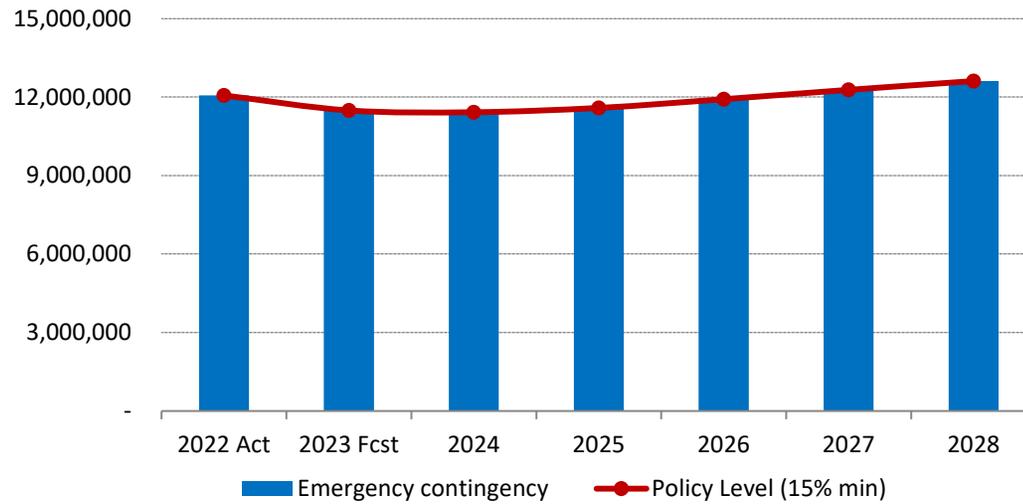
## General Fund 5 Year Forecast: Attachment K (\$1 million annual CIP)

General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Vacancy Rate Analysis

	2024 Bud	2025	2026	2027	2028
Salary	31,235,126	32,401,892	33,615,327	34,877,300	36,189,752
Benefits (excl extra UAL)	19,315,940	20,079,323	20,392,454	20,280,833	20,510,698
Budgeted FTEs	<u>233.97</u>	<u>233.97</u>	<u>233.97</u>	<u>233.97</u>	<u>233.97</u>
Avg FTE	216,058	224,307	230,832	235,749	242,341
Vacancy (\$)	\$5,055,107	\$4,723,309	\$4,320,622	\$3,861,069	\$3,969,031
Vacancy (%)	10.00%	9.0%	8.0%	7.0%	7.0%
Vacant FTEs	23.40	21.06	18.72	16.38	16.38

# General Fund 5 Year Forecast: Attachment K (\$1 million annual CIP)

General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Emergency & Economic Reserves



# City of Menlo Park

General Fund 5 Year Forecast: Attachment K (\$3 million annual CIP)  
Fiscal Year 2023-24 through 2027-28



## General Fund 5 Year Forecast: Attachment K (\$3 million annual CIP)

### General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Assumptions

The objectives of the forecast are to demonstrate reserve levels after covering operating and capital project transfers. The forecast is developed as closely as possible to a cash flow projection rather than a full accrual estimate, thus excluding receivables, payables, depreciation, amortization, and certain unrealized gains & losses. The details in this tool are used by management in forecasting receipts (revenues), disbursements (expenses) and cash reserves. The City maintains the accounting system in accordance with Generally Accepted Accounting Principles (GAAP) adopted by the Governmental Accounting Standards Board (GASB). The forecast period (2023-24 thru 2028) uses the proposed budget year 2023-24 as the base.

**Revenues:**

Property Taxes	4.6%	HdL projection for 5 year secured, unsecured, VLF in lieu property tax, Other taxes are reduced by \$224K admin fee
Sales Taxes	4.0%	MuniServices 5 year projection
TOT	5.0%	HdL provides TOT audit and reviews forecast, includes citizenM
Utility User Tax	0.0%	Removed from forecast
Excess ERAF	0.0%	Same level as proposed budget, no growth
RPPTF	0.0%	Using recent update from County of San Mateo, same level from proposed budget, no growth
Licenses & Permits	4.0%	Estiamted 4% annual growth over proposed budget
Other revenues	3.0%	Includes \$1 million from CERBT for retiree health premiums, projected 3% annual growth
Charges for Services	2.0%	Projected increase in demand for services
Interest Income	-	Reduces based on fund balance
Transfers (over forecast)	\$6,334,830	2024 - ARPA: \$3.7 million (pending City Council direction)Other: landscape, tree, park, solid waste support

**Expenditures:**

Salaries and Wages	4.0%	Subject to labor negotiations												
Benefits - Non PERS	3.0%	CPI inflation adjustment												
Benefits - PERS (over forecast)	-	Based on most recent CalPERS actuarial report; Misc at -7.2%, Safety at -4% (Suspend UAL for 2025, then reduce)												
		<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 20%;"></th> <th style="width: 10%;">2024</th> <th style="width: 10%;">2025</th> <th style="width: 10%;">2026</th> <th style="width: 10%;">2027</th> <th style="width: 10%;">2028</th> </tr> </thead> <tbody> <tr> <td>Vacancy factor</td> <td style="text-align: center;">10.0%</td> <td style="text-align: center;">9.0%</td> <td style="text-align: center;">8.0%</td> <td style="text-align: center;">7.0%</td> <td style="text-align: center;">7.0%</td> </tr> </tbody> </table>		2024	2025	2026	2027	2028	Vacancy factor	10.0%	9.0%	8.0%	7.0%	7.0%
	2024	2025	2026	2027	2028									
Vacancy factor	10.0%	9.0%	8.0%	7.0%	7.0%									
Services, Repairs, etc	3.0%	CPI inflation adjustment												
Operating	3.0%	CPI inflation adjustment												
Transfers (over forecast)	\$18,409,815	CIP \$3 million annual support, \$.44 million for landscape assessment and shuttle program												

**Staffing: FTEs**

	2024	2025	2026	2027	2028
100 General Administration	18.36	18.36	18.36	18.36	18.36
140 Administrative Services	17.75	17.75	17.75	17.75	17.75
200 Police	69.50	69.50	69.50	69.50	69.50
300 Public Works	43.61	43.61	43.61	43.61	43.61
500 Library and Community Svcs	51.25	51.25	51.25	51.25	51.25
600 Community Development	33.50	33.50	33.50	33.50	33.50
<b>Total</b>	<b>233.97</b>	<b>233.97</b>	<b>233.97</b>	<b>233.97</b>	<b>233.97</b>

## General Fund 5 Year Forecast: Attachment K (\$3 million annual CIP)

General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Revenue & Expense Statement

	Proposed							Annual Growth
	2022 Act	2023 Fcst	2024 Bud	2025	2026	2027	2028	
<b>Revenue</b>								
Property taxes: Secured	\$ 19,572,790	\$ 20,681,996	\$ 21,879,747	\$ 22,656,694	\$ 23,668,778	\$ 24,879,451	\$ 26,177,955	4.6%
Property taxes: VLF	5,265,733	6,948,161	6,550,825	6,785,345	7,090,007	7,453,015	7,843,553	4.6%
Excess ERAF	4,410,741	4,178,538	4,168,229	4,168,229	4,168,229	4,168,229	4,168,229	
RPTTF	1,816,169	3,296,750	2,510,372	2,510,372	2,510,372	2,510,372	2,510,372	
Property taxes: Other	1,664,790	1,753,738	1,578,503	1,650,892	1,726,602	1,805,783	1,888,595	
Sales Taxes	6,534,862	6,621,444	6,886,302	7,161,754	7,448,224	7,746,153	8,055,999	
TOT	9,404,440	10,000,000	10,500,000	11,025,000	11,576,250	12,155,063	12,762,816	
Utility User Tax	1,562,407	1,647,858	-	-	-	-	-	
Licenses & Permits	5,987,374	5,690,231	5,128,500	5,333,640	5,546,986	5,768,865	5,999,620	
Fines, Rental, Govt, Other	3,799,563	4,309,327	4,290,494	4,419,209	4,551,785	4,688,339	4,828,989	
Charges for Services	4,911,158	6,017,168	5,210,750	5,314,965	5,421,264	5,529,690	5,640,283	
Interest Income	1,430,530	2,200,000	2,200,000	2,108,239	1,784,124	1,468,017	1,168,995	
Transfer In	875,508	7,727,531	4,241,230	523,400	523,400	523,400	523,400	
<b>Total revenue</b>	<b>67,236,065</b>	<b>81,072,742</b>	<b>75,144,952</b>	<b>73,657,740</b>	<b>76,016,021</b>	<b>78,696,376</b>	<b>81,568,806</b>	
<b>Expense</b>								
Salaries and Wages	22,187,749	26,475,701	29,409,126	30,575,892	31,789,327	33,051,300	34,363,752	
Salaries Temporary	1,304,040	1,733,321	1,734,350	1,734,350	1,734,350	1,734,350	1,734,350	
Salaries Overtime	1,508,502	1,778,883	1,826,000	1,826,000	1,826,000	1,826,000	1,826,000	
Benefits - PERS	7,007,864	8,365,856	9,234,338	9,695,273	9,696,882	9,264,394	9,163,766	
Benefits - Additional UAL	962,291	962,328	962,328	962,328	500,000	500,000	500,000	
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	Audited	Forecast						
Fund Balance (excl 111)	<u>32,882,360</u>	<u>37,351,997</u>	<u>36,348,956</u>	<u>30,760,762</u>	<u>25,310,643</u>	<u>20,155,093</u>	<u>15,638,462</u>	
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Strategic pension funding	3,250,860	2,288,492	1,326,164	363,836	-	-	-	
Utility User Tax Refund	-	-	-	4,564,379	-	-	-	2028
Emergency (Policy: 15-20%)	12,064,534	11,490,466	11,422,199	11,886,890	12,219,921	12,577,789	12,912,816	15%
Economic (Policy: 20-25%)	14,650,000	15,320,621	15,229,599	12,708,967	11,854,032	6,340,614	1,488,956	2%
Unassigned	<u>930,276</u>	<u>7,265,728</u>	<u>7,384,304</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	<u>250,000</u>	

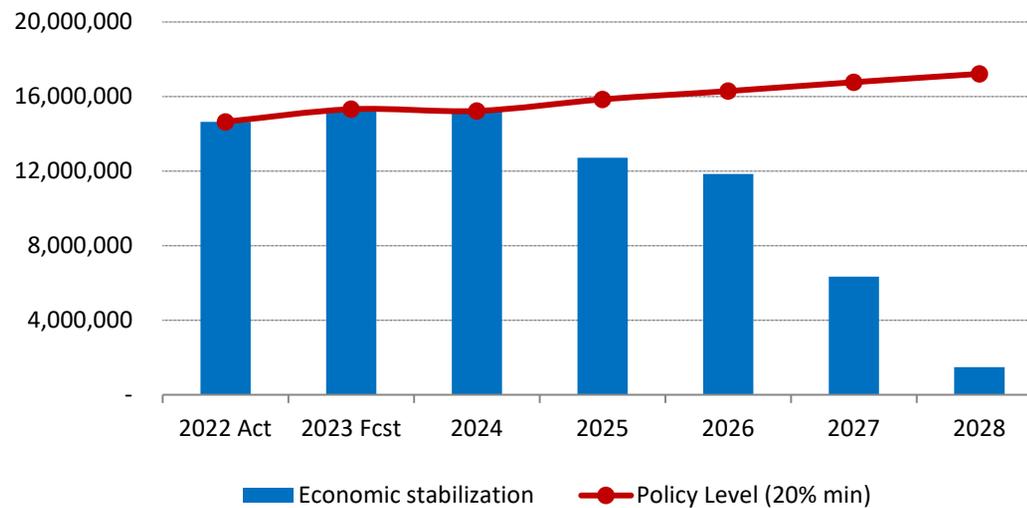
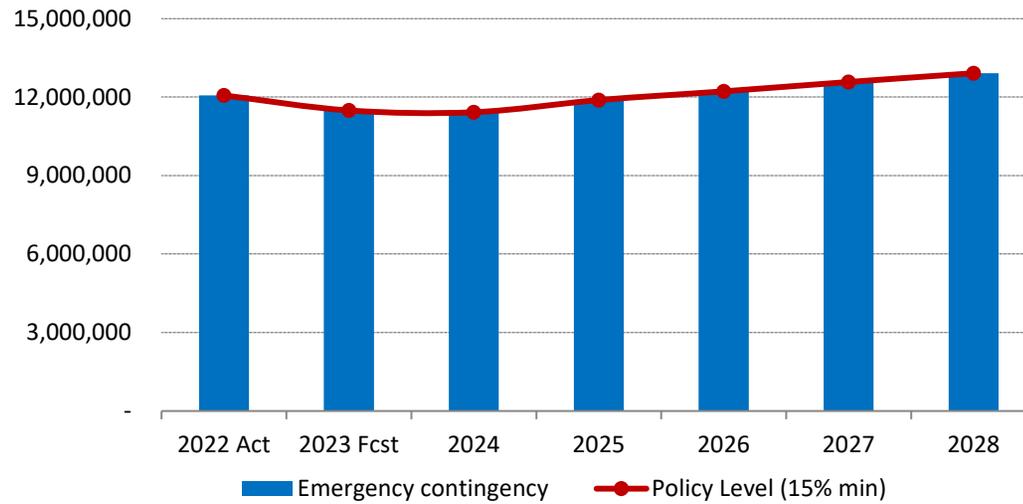
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# General Fund 5 Year Forecast: Attachment K (\$3 million annual CIP)

General Fund 5 Year Forecast (FY 2023-24 thru 2027-28): Emergency & Economic Reserves





**STAFF REPORT**

**City Council**

**Meeting Date:**

**6/27/2023**

**Staff Report Number:**

**23-148-CC**

**Regular Business:**

**Review and authorize staff to submit the revised Housing Element for the 2023 to 2031 planning period to the California Department of Housing and Community Development**

**Recommendation**

Staff recommends the City Council review and authorize staff to submit the revised 2023 to 2031 (6<sup>th</sup> Cycle) Housing Element to the California Department of Housing and Community Development (HCD). The Housing Element, which was adopted by the City Council Jan. 31, has been revised (Attachment A) in response to an April 7 letter from HCD.

**Policy Issues**

State housing law requires that jurisdictions throughout California adequately plan to meet the housing needs of the community and future residents by regularly updating the jurisdiction's General Plan Housing Element. The Regional Housing Needs Allocation (RHNA) identifies the specific number of housing units at each income level category that a jurisdiction must plan for from 2023 to 2031 to comply with State mandates. Additionally, the Affirmatively Furthering Fair Housing (AFFH) Act requires that all local public agencies facilitate deliberate action to explicitly address, combat, and relieve disparities resulting from past patterns of segregation to foster more inclusive communities.

**Background**

The Housing Element Update project has been an ongoing City Council priority, and the city began its efforts to update the Housing Element and Safety Element, and prepare a new Environmental Justice Element in early 2021. The city undertook an extensive process of planning, public engagement and coordination with community members, stakeholders, city decision makers, and other governmental agencies to develop the 2023 to 2031 Housing Element. The Housing Element was developed to meet the city's assigned RHNA of 2,946 net new housing units across all income levels over an eight-year period and to create a foundation for the city's policies related to housing. In an effort to exceed the State's requirements, the Housing Element included a wide range of housing-related programs and incorporated 30% more net new units than required to provide ample opportunities for new housing development primarily throughout the community in City Council Districts 2 through 5. The City Council adopted the Housing Element Jan. 31 (Attachment B) and submitted it to HCD for review Feb. 8.

On April 7, the city received a letter from HCD (Attachment C) acknowledging the city's adopted Housing Element addresses many statutory requirements, but requesting additional changes to the document. Among the topics in the letter were requests for additional analysis of housing needs, resources and constraints; additional information to support the inclusion of sites in the inventory; and further evaluation of governmental constraints on housing development in the city. Nearly all of the requested changes were for additional narrative, increased specificity, and more data to support the information in the adopted Housing

Element, and not requests to substantially alter adopted inventory sites or programs.

## Analysis

During the process of revising the adopted Housing Element, the project team met with HCD staff to discuss their April 7 letter and potential strategies to address HCD's comments. In addition, the project team met with interested community members and representatives from Menlo Together, Campaign for Fair Housing Elements, Housing Leadership Council, and YIMBY Law in consideration of written comments submitted March 20 following adoption of the Housing Element. These comments, and three other items of correspondence received since the adoption of the Housing Element, have been added to Appendix 1-1 of the revised draft Housing Element. Some general themes from the meetings and correspondence are described below, with examples of how they were addressed:

- Reduce/Eliminate Parking Standards. Program H4.M (Housing Element page 8-28) commits to specific parking reductions for multi-family residential uses, and study of other ways to reduce or eliminate parking.
- Concerns Regarding the Realistic Development Potential of Sites. Additional narrative has been added to Chapter 7, and a new Appendix 7-7 has been created with more evaluation of inventory sites to support their inclusion in the Housing Element based on a variety of development trends and factors. To ensure a stronger commitment to providing transparency on the city's progress toward meeting its RHNA, Program H1.H (Housing Element pages 8-6 and 8-7) commits to annual monitoring of pipeline projects that are not currently under construction and an evaluation of build-out progress. The program also commits to a mid-cycle review with the City Council in 2027 to evaluate overall progress on meeting the city's RHNA. If the city is falling significantly short of its goals, additional sites and/or increased residential densities will be identified and the City Council will consider and take action on proposed zoning changes that may improve RHNA progress.
- Programs with Vague Commitments. Chapter 8 has been updated throughout with more specificity and firmer commitments for a variety of programs. As an example, Program H2.E (Housing Element pages 8-10 and 8-11) regarding the city's proposed anti-displacement strategy has incorporated feedback from community members and organizations to enhance the range of options that could be implemented.

The complete revised draft Housing Element with track change text edits since the adoption of the Jan. 31 document is included as Attachment A. Attachment D provides a response to each comment in HCD's April 7 letter and includes a summary of edits, with references to applicable page numbers in the revised draft Housing Element. Many of the changes described in Attachment D address specific comments from HCD and community members and organizations. The changes described in Attachment D do not include minor revisions in Attachment A, such as corrections to spelling and grammatical errors and new references to Housing Element chapters and programs for clarity and consistency.

### Potential site inventory change

The majority of changes in the revised document provide additional data and specify actions to be taken by the city during Housing Element implementation to strengthen the existing document. The project team would like to highlight one potential change to the site inventory list. Upon further analysis of comment 9 in HCD's letter and following feedback from HCD and community organizations, the post office site at 3875 Bohannon Drive is recommended for removal. The post office site (Site #63) is a federally-owned property and although development potential on the site may be underutilized given the age, size, and other aspects of the existing development, there is limited evidence to suggest that the United States Postal Service is interested in disposing of the property during the 2023 to 2031 planning period. The property was originally added to the site inventory upon request of the City Council in December 2021. Unless directed otherwise

by City Council, staff will strike references to the post office site from the draft revised Housing Element prior to submittal to HCD. The change would result in a loss of 85 potential moderate-income units from the site inventory, but would not impact the city's ability to meet its RHNA during the planning period.

### Next steps

Following a required seven-day public review period and 60-day HCD review period, it is anticipated that HCD would provide a response on the revisions by late August or early September 2023. Assuming tentative certification of the Housing Element following HCD's review, the Planning and Housing Commissions would make recommendations and the City Council would tentatively meet in fall 2023 to consider re-adoption of the Housing Element.

Following submittal of the revised draft Housing Element to HCD, the project team anticipates the following public meetings and actions related to the zoning changes proposed as part of Housing Element implementation programs H4.D (Modify the Affordable Housing Overlay (AHO)), H4.I (Create New Opportunities for Mixed-Use Development), H4.J (Increase Residential Density and Maximize Development Proposals), H4.L (Modify El Camino Real/Downtown Specific Plan), and H4.T (Residential Overlay):

- Changes to the El Camino Real/Downtown Specific Plan to increase densities and other related development regulations are being evaluated, and a Planning Commission study session is anticipated in summer 2023, followed by a City Council study session soon after. Based on the study session guidance, changes to the specific plan would be finalized in fall 2023, with a City Council hearing in late fall 2023/early winter to consider adoption of the changes, simultaneous with the work described below.
- Changes to commercial zoning districts, the R-3 district and AHO, and associated General Plan amendments are being evaluated, and Planning Commission and City Council study sessions would be held on the draft changes in early fall 2023. Based on study session guidance, changes to the proposed zoning ordinance amendments and zoning map would be finalized in fall 2023, with Planning Commission and City Council hearings in late fall 2023/early winter to consider adoption of the changes.

It should be noted that dates and actions described above are tentative and subject to the availability of key parties (HCD staff, community stakeholders, Commissions and the City Council, etc.), scheduling of meetings, and time needed to address any unforeseen challenges that could arise during each of the tasks. One significant factor that could affect the timing of the tasks described above is any additional environmental review that may be necessary to study increased densities beyond those evaluated in the certified subsequent environmental impact report (SEIR) for the project. Staff is working closely with the project environmental consultant to evaluate the potential timing of any necessary modifications to the SEIR, and would integrate environmental work into the project schedule so that the major tasks can be completed no later than Jan. 31, 2024.

### **Impact on City Resources**

As part of the fiscal year 2020-21 budget, the City Council appropriated approximately \$1.5 million from the general fund to support the Housing Element Update (including preparation of the SEIR), which is a City Council priority. On March 14 the City Council approved an amendment to the professional services agreement with M-Group, the City's Housing Element Update project consultant, in the amount of \$75,414, for an overall contract total of \$1,547,466. Funding and staff/consultant resources for implementation of programs associated with the Housing Element are not included in this contract amount. Separate scopes of work and budgets would be reviewed as part of future program implementation.

### **Environmental Review**

The City Council adopted Resolution No. 6808 and certified the SEIR for the Housing Element Update project (i.e., Housing Element and Safety Element updates, a new Environmental Justice Element, and associated changes) Jan. 31. On Feb. 1, a Notice of Determination (NOD) was filed. The proposed changes to the Housing Element are primarily to clarify, specify, and enhance the content in the document adopted by the City Council Jan. 31 in response to comments from HCD, and are covered by the certified SEIR. The proposed changes to the Housing Element are not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as they will not result in any direct or indirect physical changes in the environment that were not previously evaluated in the certified SEIR.

## 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. A Weekly Digest article was electronically distributed June 5 to advertise the June 27 Housing Element meeting and the June 20 meeting on the draft Environmental Justice and Safety Elements. English and Spanish flyers were placed at the Main Library, Belle Haven Branch Library, and City Hall to advertise the meetings; these flyers were also distributed by Climate Resilient Communities (CRC) through their community partners and networks. English and Spanish electronic messaging boards were placed at two locations, one in Belle Haven at the intersection of Ivy Drive and Willow Road, and another along Ravenswood Avenue adjacent to the Main Library, to advertise the meetings. The Housing Element Update project webpage was updated to advertise the June 20 and June 27 meetings and the city has posted about the meetings via the City's Facebook, Instagram and Twitter platforms.

## Attachments

- A. Hyperlink – Revised 2023 to 2031 General Plan Housing Element in response to April 7 comments from HCD: [menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/menlo-park-2023-2031-housing-element-updated-20230622-track-change-version.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/menlo-park-2023-2031-housing-element-updated-20230622-track-change-version.pdf)
- B. Hyperlink – Jan. 31 Adopted 2023 to 2031 General Plan Housing Element: [menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/city-of-menlo-park-2023-2031-housing-element.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/city-of-menlo-park-2023-2031-housing-element.pdf)
- C. Hyperlink – April 7 letter from HCD: [menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/20230407-hcd-letter-menlo-park.pdf](https://menlopark.gov/files/sharedassets/public/community-development/documents/projects/housing-element-update/20230407-hcd-letter-menlo-park.pdf)
- D. Summary of track changes in response to comments in HCD's April 7 letter

Report prepared by:  
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## Changes to City of Menlo Park 2023 to 2031 Housing Element in Response to April 7, 2023 Letter from the California Department of Housing and Community Development

As required by Government Code Section 65585(e), the City Council has considered the findings made by the California Department of Housing and Community Development (HCD) in a letter to the City dated April 7, 2023. Consistent with Government Code Section 65585(f)(1), the City has made changes to the 2023-2031 Housing Element in response to HCD's findings to substantially comply with the requirements of Article 10.6 of the Government Code, as interpreted by HCD. The changes made to the City's 6<sup>th</sup> Cycle Housing Element in response to HCD's letter are described below, organized according to the arrangement of HCD's comments in the April 7, 2023 letter.

**1. HCD Comment (Letter Page 1):** *The adopted housing element addresses many statutory requirements described in HCD's October 21, 2022 review; however, additional revisions are necessary to substantially comply with State Housing Element Law (Article 10.6 of the Gov. Code), see enclosed Appendix.*

**City Response:** After receiving HCD's April 7, 2023 letter regarding the City's Housing Element adopted January 31, 2023, the City made changes to the document to respond to HCD's feedback. An overview of the revisions made in response to HCD's comments to ensure that the adopted Housing Element is in substantial compliance with State law is included below, including references to the location in the Housing Element (with redlined changes) where additions and/or revisions have been made in response to HCD's letter. With the referenced additions and revisions, the City Council believes that the 2023 to 2031 Housing Element continues to substantially comply with the requirements of State law.

### **A. Housing Needs, Resources, and Constraints**

1. *Affirmatively further[ing] fair housing in accordance with Chapter 15 (commencing with Section 8899.50) of Division 1 of Title 2...shall include an assessment of fair housing in the jurisdiction. (Gov. Code, § 65583, subd. (c)(10)(A).)*

**2. HCD Comment (Letter Appendix A.1., Item 1):** *Racial/Ethnic Areas of Concentration of Affluence [sic] (RCAA): While the element was revised to state where the RCAA is geographically located within the City, it must provide an analysis. The analysis should incorporate local data and knowledge and other relevant factors such as past zoning and investment and add or modify programs as appropriate to promote housing mobility and place-based strategies for community revitalization.*

**City Response:** Housing Element pages 4-47 and 4-48: Additional discussion has been added regarding restrictive covenants and federal discrimination in place when Menlo Park expanded after World War II, contributing to demographic and associated income disparities east and west of US-101. A new table showing RCAA status of each census tract in city has been created, and identifies the number of Housing Element inventory sites and associated units by income category in each tract. Based on the results of the table, additional narrative has been added describing how the site inventory improves

fair housing conditions by integrating affordable housing opportunities within areas of affluence.

**3. HCD Comment (Letter Appendix A.1., Item 2):** *Disproportionate Housing Needs Including Displacement: While the element was revised to provide information on cost burden and displacement, it should also describe and analyze disproportionate housing needs for persons experiencing homelessness, including impacts on protected characteristics and patterns or areas of higher need relative to access to transportation and services.*

**City Response:** Housing Element page 4-55: A summary of the disproportionate housing needs of unhoused individuals, especially in the Bayfront and Belle Haven neighborhoods because of less access to transportation and services as compared to more central areas of the city, has been provided. Housing Element pages 4-78 through 4-82: The Unhoused Individuals section of the chapter has been updated with new information from 2022, and describes Menlo Park's increase in homelessness compared to the County as a whole and possible reasons for the increase. A new Figure 4-37 was added showing a heat map of the 2022 Point-in-Time Count by census tract.

**4. HCD Comment (Letter Appendix A.1., Item 3):** *Contributing Factors to Fair Housing Issues: Based on the outcomes of a complete analysis, the element should re-assess and prioritize contributing factors to fair housing issues and add or modify programs as appropriate.*

**City Response:** Housing Element pages 4-87 through 4-93: Based on the additional analysis performed, Table 4-26 has been expanded to cover more place-based strategies and community benefits to address fair housing issues, and relevant housing programs have been further described.

*2. An inventory of land suitable and available for residential development, including vacant sites and sites having realistic and demonstrated potential for redevelopment during the planning period to meet the locality's housing need for a designated income level, and an analysis of the relationship of zoning and public facilities and services to these sites. (Gov. Code, § 65583, subd. (a)(3).)*

**5. HCD Comment (Letter Appendix A.2., Item 1):** *Progress in Meeting the Regional Housing Needs Allocation (RHNA): While the element was revised to address affordability, additional information is needed regarding availability of the new units during the planning period, particularly for the Willow Village project. Specifically, while the element discusses the status of the Willow Village and anticipated timing for issuing building permits, it should also discuss any barriers to development, phasing and anticipated build out horizons to demonstrate the units can be available in the planning period. The element may utilize past build out trends to facilitate this analysis. In addition, the element references Program H1.H to monitor progress. However, the program must be revised to include specific commitments to annually monitor production and affordability of pipeline projects and if necessary, evaluate whether build out will occur as anticipated in the sites inventory at least twice in the planning period. The Program should also commit to identify additional sites by specific dates if necessary.*

**City Response:** Housing Element page 7-7: Footnote number 72 in Chapter 7 describes the Willow Village project and includes a link to the project page (<https://menlopark.gov/WillowVillage>) where the current status can be monitored. As noted on the project webpage, staff has reviewed detailed architectural control plans for the project and the first four sets will be reviewed at a June 26, 2023 Planning

Commission meeting. Additional architectural control plans are anticipated to be reviewed by the Planning Commission during summer 2023 with a goal of completing the reviews by fall 2023. The project is subject to a development agreement that became effective in January 2023. The development agreement allows build-out to occur over a ten-year period (through January 2033). As a result, it can be reasonably assumed that the majority of residential units would be occupied, under construction, and/or granted building permits within the 2023 to 2031 planning period, and those units would count toward the City's production in annual progress reports to HCD. The development agreement includes a provision allowing for a seven-year extension of the agreement, partially contingent on occupancy of at least 865 residential units. Development of other Bayfront area residential mixed-use projects has occurred quickly following discretionary approvals, with pipeline projects such as Menlo Uptown (141 Jefferson Drive) and Menlo Portal (110 Constitution Drive), receiving initial building permits within approximately 10 months and 9 months, respectively. Both projects are currently under construction. However, to ensure a stronger commitment to providing transparency on the city's progress toward meeting its RHNA, Program H1.H (Housing Element pages 8-6 and 8-7) commits to annual monitoring of pipeline projects that are not currently under construction and an evaluation of build-out progress. The program also commits to a mid-cycle review with the City Council in 2027 to evaluate overall progress on meeting the city's RHNA. If the city is falling significantly short of its goals, additional sites and/or increased residential densities will be identified and the City Council will consider and take action on proposed zoning changes that may improve RHNA progress.

**6. HCD Comment (Letter Appendix A.2., Item 2):** *Small and Large Sites: The element should be revised to demonstrate that sites of equivalent size and affordability were successfully developed during the prior planning period. While the element mentions a history of lot consolidation, examples must be provided to support assumptions and relate those trends to the identified sites. The element must also describe lot consolidation incentives or provide programs as appropriate. While the element describes assumptions for the development of large sites, it should provide examples to support those assumptions such as previous projects with parceling or other methods to develop affordable units on sites larger than 10 acres.*

**City Response:** Housing Element pages 7-17 through 7-19: Parcel consolidation has not been a demonstrated constraint in Menlo Park's recent residential development history. Of the 8 pipeline projects that are part of the Housing Element update, 6 include consolidated parcels. Of the 51 broader examples of past and present projects throughout the city listed in Appendix 7-3, Development in Menlo Park, 14 are located on parcels less than 0.5 acres in size (over one-quarter of the projects). The 2023 to 2031 Housing Element site inventory includes 32 parcels less than 0.5 acres in size. 15 of the parcels, or nearly half, are part of a consolidated site of more than 0.5 acres under common ownership. All of the parcels are in zones where development standards are being modified to encourage development and lot consolidation: 20 parcels in the El Camino Real/Downtown Specific Plan Area (Program H4.L), 4 parcels in the R-3 zone (Program H4.J), and 8 in C-4 or C-1-A zones (Program H4.I). The referenced programs will incentivize residential development on the parcels (see Appendix 7-7, column J). For large sites, two projects (one approved and one under review) in Appendix 7-3 are on parcels larger than 10 acres in size.

**7. HCD Comment (Letter Appendix A.2., Item 3):** *Suitability of Nonvacant Sites: While the element includes a description of existing uses, it must also demonstrate the potential for*

*additional development in the planning period. In addition, the element must analyze the extent that existing uses may impede additional residential development. The element should provide past experiences of similar developments on religious institution sites and commercial sites with remaining buildings. In addition, the element should clarify whether the entire parking lots are assumed to be developed, or only the City-Owned portion. Finally, Public commenters have pointed to various issues that may impact the potential for redevelopment in the planning period. These comments should be addressed, and programs (e.g., increasing allowable densities) should be added or modified as appropriate.*

*In addition, for your information, the element relies on nonvacant sites to accommodate 50 percent or more of the housing needs for lower-income households, which triggers requirements to make findings based on substantial evidence that the existing use is not an impediment and will likely discontinue in the planning period. While the resolution of adoption includes findings, any changes to the analysis should be reflected in future re-adoption of the element, if necessary.*

**City Response:** Housing Element Appendix 7-7: A new appendix has been developed to demonstrate the suitability of nonvacant sites by comparing the site inventory to recent developments in Menlo Park and the surrounding area. The sites are then identified with redevelopment factors (previous use, low improvement to land value ratio, older buildings, maximum FAR less than or equal to 0.5, etc.) and development incentives (density increases, whether the site is in a TCAC high/highest opportunity area, and/or whether the site is within a half-mile of transit). In response to public comments, the City Council will be evaluating the proposed zoning changes to implement related Housing Element programs during summer 2023 and may consider additional increases in density in certain areas of the city, such as the downtown, above those indicated in the Housing Element.

**8. HCD Comment (Letter Appendix A.2., Item 4):** City-Owned Sites: The element must include additional discussion on each of the City-Owned sites identified to accommodate the RHNA. Specifically, the analysis should address general plan designations, allowable densities, support for residential capacity assumptions, existing uses and any known conditions that preclude development in the planning period and the potential schedule for development. If zoning does not currently allow residential uses at appropriate densities, then the element must include programs to rezone sites pursuant to Government Code section 65583.2, subdivisions (h) and (i). The element should clarify whether any of the other City-Owned sites are considered for redevelopment. Lastly, while the element includes Program H4.G to comply with Surplus Lands Act, it must clarify whether the City commits to developing all of the City-Owned sites listed in the inventory or include a commitment to ensure at least the number of units assumed in the inventory will be developed between the identified sites.

**City Response:** Housing Element pages 7-29 through 7-31: Table 7-8 has been added to the Housing Element to address general plan designations, allowable densities, and other descriptive factors regarding the City-owned parking lots. The table also notes Program H4.D (modifications to the Affordable Housing Overlay) and the rezoning of the sites under Program H4.L to increase development potential on the sites. Under Program H4.G, the City will plan for the development of 345 or more affordable units on a combination of the City-owned parking lot sites while complying with the Surplus Lands Act. As part of the program, the City will grant additional points to proposals that address the city's most difficult to achieve housing priorities including providing a greater number of extremely low-, very low-, low-, and moderate-income units, or committing to make a

percentage of the units preferential for people with special needs who will benefit from coordinated on-site services, such as for people living with disabilities, including developmental disabilities.

**9. HCD Comment (Letter Appendix A.2., Item 5): Federally-Owned Sites and School Sites:** *While the element was revised to include some additional information on federally-owned sites, it should also include additional information on feasibility of development of the USGS and post office sites including time of the sale and whether the post office is likely to be redeveloped during the planning period. In addition, the element should analyze the feasibility of the VA development occurring during the planning period, and the disposition process and timing. The element must also ensure the school site will comply with Surplus Lands Act and whether the school district's plan is likely to move forward during the planning period. Lastly, if zoning does not currently allow residential uses at appropriate densities, then the element must include programs to rezone sites pursuant to Government Code section 65583.2, subdivisions (h) and (i). The element must provide additional support and describe whether the City has contacted the owners regarding feasibility of development on these sites and whether they will be available during the planning period.*

**City Response:** Information regarding the USGS site was previously included in Chapter 7 of the Housing Element (pages 7-18 and 7-38). That information continues to provide an accurate history of the status of the site. In April 2023, the City received correspondence from the General Services Administration indicating that the USGS site is anticipated to be reoffered by public online auction in late 2024 after USGS completes its move to Moffett Field. The City will continue to coordinate with GSA and prospective buyers to communicate the intent for affordable housing and school facilities as part of a desired future development program, consistent with the Housing Element sites inventory.

The Planning Commission held a study session on the VA project at 795 Willow Road on May 15, 2023. Following a final review of an updated and coordinated plan set, the Community Development Director will consider whether to issue a letter of general compliance with the R-4-S zoning district. This letter would identify that the project is generally in compliance with the R-4-S zoning district and would enable MidPen to continue to compete for State funding for the proposed project. As stated previously, the applicant has separately applied for funding for the proposed project through the City's NOFA process. Given the continued progress of the project in 2023, it is reasonable to assume that the development could be permitted and constructed within the remainder of the planning period.

*Note: The Community Development Department has issued a letter of compliance and this update will be reflected in the revised Housing Element before submittal to HCD.*

In May 2023, the City received communication from the Ravenswood City School District that the former Flood School site was originally declared surplus in 2012, but out of an abundance of caution, the District will work with HCD to confirm that the Surplus Lands Act is followed as it continues with development of a project for the site within the planning period.

Finally, based on discussions with HCD and community members and because of limited supporting evidence, the City is considering removal of the post office site at 3875 Bohannon Drive from the sites inventory. This would result in a reduction of 85

potential moderate-income units from the City's inventory, but would not affect the City's ability to meet its RHNA.

**10. HCD Comment (Letter Appendix A.2., Item 6): Environmental Constraints:** *While the element was revised to describe hazardous materials, it must describe other conditions that could impact housing development in the planning period such as easements, shape, compatibility and other relevant factors.*

**City Response:** Housing Element page 7-52: A general description of any known environmental features (flood hazard, fire hazard) that have the potential to impact the development viability of the identified sites has been added, noting that none of the sites are in an identified Fire Hazard Severity Zone, nor are any sites in protected wetlands. 9 sites are located partially or fully in a 500-year flood area. The environmental assessment for the Housing Element contains a list of Mitigation Monitoring Programs that support this determination that no environmental features preclude development of the sites.

**11. HCD Comment (Letter Appendix A.2., Item 7): Electronic Sites Inventory:** *Although the City has submitted electronic sites inventory as described in the prior review, if any changes occur, the City should submit revisions as part of any future re-adoption or submittal. Please see HCD's housing element webpage at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements> for additional information.*

**City Response:** This comment has been noted and if the previously-submitted electronic sites inventory is modified as a result of any changes determined by the City Council, an updated version of the inventory will be submitted according to the instructions provided by HCD.

**12. HCD Comment (Letter Appendix A.2., Item 8): Zoning for a Variety of Housing Types (Emergency Shelters):** *While the element states that the number of allowed beds is a constraint, it must describe the permit processing, all development, and management standards of the Homeless Overlay that allows emergency shelters by-right. The element should provide an analysis of proximity to transportation and services for these sites (other than the VA center), hazardous conditions, and any conditions inappropriate for human habitability. The element should describe whether any of the 26 parcels included in the overlay are feasible to develop with an emergency shelter. Lastly, program H3.G must commit to addressing all constraints, in addition to the bed requirement by a specific date.*

*In addition, Chapter 654, Statutes of 2022 (AB 2339), adds specificity on how cities and counties plan for emergency shelters and ensure sufficient and suitable capacity. Future submittals of the housing element may need to address these statutory requirements. For additional information and timing requirements, please see HCD's memo at <https://www.hcd.ca.gov/sites/default/files/docs/planning-and-community/ab2339-notice.pdf>.*

**City Response:** Housing Element pages 5-12 through 5-15: Additional narrative has been added to the Emergency Shelters section of Chapter 5, acknowledging that the City's standard of a maximum 16-bed capacity for emergency shelters for the homeless is a potential constraint and describing the permitting process; development standards; and an analysis of proximity to transportation and services, hazardous conditions, and habitability of the 26 sites within the Emergency Shelter for the Homeless Overlay regulated by Section 16.99 of the Municipal Code. Program H3.G, Zoning Text

Amendments for Special Needs Housing (Housing Element page 8-17), has been updated to expand the maximum number of beds in an emergency shelter from 16 to 30 and to reflect inclusion of the entire Veterans Affairs Medical Center site in the Overlay, as previously identified in the City's 2015 to 2023 (5<sup>th</sup> Cycle) Housing Element.

3. *An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in the analysis pursuant to paragraph (7), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures... (Gov. Code, § 65583, subd. (a)(5).)*

**13. HCD Comment (Letter Appendix A.3., Item 1):** *Land Use Controls: While the element was revised to remove the conditional use permit (CUP) for multifamily uses in the R4 zone, it should describe whether three stories are allowed without a use permit in the R-3, R3A, R3-C, C-2B, and R-MU zones where height limits are 35 feet or less. The element should also analyze the land use controls including landscaping, parking, and floor area ration (FAR) requirements in the R-3 zone and whether the development standards facilitate achieving maximum allowable densities. The element should also describe and analyze densities and development standards that are allowed in the Affordable Housing Overlay. In addition, the element must describe and analyze the X Conditional Development District approval findings and whether they pose a constraint. Lastly, the element should add programs as appropriate to address any identified constraints.*

**City Response:** The changes below have been made.

- Housing Element pages 5-24 and 5-25: Story Limits: Table 5-2 has been edited to note no story limits in the R-3, R-3-A, R-3-C, C-2-B, and R-MU zones
- Housing Element pages 5-26 and 5-27: R-3 Development Standards: An analysis of the R-3 standards has been added, noting that development standards may preclude maximum allowable densities. As a result, Program H4.J (Housing Element page 8-27) has been changed to indicate that development standards for the R-3 district will be modified to facilitate development proposals that can achieve the maximum allowable densities;
- Housing Element pages 5-19 and 5-20: AHO: Additional narrative regarding potential changes to the AHO has been added, with examples of recent use and a description of Program H4.D, which directs an update of the AHO to allow for densities of 100 dwelling units per acre or greater (when used in combination with the state density bonus program) and expansion of the AHO to encompass all sites in the housing inventory and and R-3 sites near downtown. (Program H4.D is located on Housing Element page 8-24.)
- Housing Element pages 5-20 and 5-21: X District: Additional information has been added to indicate that the X district is a combining district that developers may voluntarily opt into to provide greater development flexibility and allow relief from standard zoning regulations. As a result, it is not a constraint, but a tool that may permit the application of new and desirable development techniques.

**14. HCD Comment (Letter Appendix A.3., Item 2):** *Density Bonus: While the element generally indicates the City's ordinance complies with State Density Bonus Law, it should describe the ordinance to support this conclusion and add or modify programs as appropriate.*

*For example, the element could discuss the procedures, various levels of benefits (e.g., density, concessions and incentives, parking reductions), non-discretionary actions and burden of proof.*

**City Response:** Housing Element page 5-19: Within the discussion of the City's proposed changes to the AHO and its expansion (Program H4.D), it has been stated that the updated AHO will be additive and can be combined with the state density bonus program, and also that incentives/concessions/waivers provided pursuant to the AHO can be combined with incentives/concessions/waivers available under state density bonus law. Additional incentives to be evaluated in the updated AHO include fee waivers, deferrals, or further reduction of other fees (such as traffic impact fees, recreation in-lieu fees, etc.); increased heights; reduced parking; and priority development review processing, among others.

**15. HCD Comment (Letter Appendix A.3., Item 3): Fees and Exaction:** *The element must describe all required fees for single-family and multifamily housing development, including impact fees, and analyze their impact as potential constraints on housing supply and affordability. While the element lists some standard fees in Table 5-4, it must list typical fees including, but not limited to, zone changes, general plan amendments, variances, site plans, specific plans, affordable housing in lieu fee, lot line adjustment, and other environmental fees. Based on the outcomes of the analysis, the element should include programs to address identified constraints.*

**City Response:** Housing Element pages 5-29 through 5-38: Other required planning fees from the most recent Menlo Park Fee Schedule (2019) have been added into Table 5-4. Table 5-5 has been refined to capture updated information from Table 5-4. Programs H3.I (Housing Element page 8-18) and H4.D (Housing Element page 8-24) are referenced to note that fees for affordable housing projects may be reduced in exchange for providing a deed-restricted ADU affordable to low income households or affordable housing on sites where the AHO is applicable.

**16. HCD Comment (Letter Appendix A.3., Item 4): Local Processing and Permit Procedures:** *The element should clarify whether the typical processing time for approval in Table 5-8 is for both single- and multifamily developments. In addition, while the element states where in the City code findings for a CUP are located, the element should also describe and analyze the process and approval for a CUP. In addition, the element should analyze whether the listed findings for architectural control review are a constraint and add a program as appropriate.*

**City Response:** Housing Element page 5-45: The chapter has been updated confirming that the City's current architectural control findings 1, 2, and 3 (in Section 16.68.020 of the Municipal Code) do not meet the State's definition of an objective standard. As a result, Program H7.A (Create Objective Residential Design Standards) (Housing Element page 8-39) has been updated to establish clear criteria for projects that require architectural control review.

**17. HCD Comment (Letter Appendix A.3., Item 5): Constraints on Housing for Persons with Disabilities:** *The element must include an analysis of zoning, development standards, building codes, and process and permit procedures as potential constraints on housing for persons with disabilities. In addition, while the element includes Program H3.A (Reasonable Accommodation) to remove the reasonable accommodation fee, the element must describe the findings and approval procedures and modify the program as appropriate. Lastly, Program H3.G*

*Amendments for Special Needs) should also commit to amend permit procedures to allow group homes for seven or more persons with objectivity to facilitate approval certainty and similar to other residential uses of the same form.*

**City Response:** The changes below have been made.

- Housing Element pages 5-49 through 5-51: Chapter 5 has been updated with additional discussion regarding constraints on housing for persons with disabilities, with a focus on the City's reasonable accommodation regulations. Program H3.A (Housing Element pages 8-13 and 8-14) has been modified to commit to updating the City's reasonable accommodation procedures to eliminate subjective findings for consistency in compliance with guidance from the Department of Housing and Urban Development and the Department of Justice.
- Housing Element page 8-17: Program H3.G has been modified to read that group homes would be allowed "similar to other residential uses of the same form in the same zone, subject to only those limitations authorized by and consistent with state law and fair housing requirements."

*4. Analyze existing assisted housing developments that are eligible to change to non-low-income housing uses during the next 10 years due to termination of subsidy contracts, mortgage prepayment, or expiration of use restrictions. (Gov. Code, § 65583, subd. (a)(9) through 65583(a)(9)(D).).*

**18. HCD Comment (Letter Appendix A.4., Item 1):** *While the element was revised to include expiration dates on most at-risk properties, it must also identify public and nonprofit corporations known to the City to have the legal and managerial capacity to acquire and manage at-risk units (Qualified Entities). HCD will send a list of qualified entities under separate cover.*

**City Response:** Housing Element page 3-38: A new "Administrative Resources" section has been added to Chapter 3 describing the role and current operations of Habitat for Humanity, HIP Housing, LifeMoves, MidPen Housing, and Peninsula Volunteers in Menlo Park. These organizations may serve as resources in implementation of the City's housing activities based on their demonstrated ability to acquire and manage affordable housing and at-risk units in Menlo Park.

## **B. Housing Programs**

*1. Include a program which sets forth a schedule of actions during the planning period, each with a timeline for implementation, which may recognize that certain programs are ongoing, such that there will be beneficial impacts of the programs within the planning period, that the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the Housing Element... (Gov. Code, § 65583, subd. (c).)*

**19. HCD Comment (Letter Appendix B.1.):** *To address the program requirements of Government Code section 65583, subdivision (c)(1-6), and to facilitate implementation, programs should include: (1) a description of the City's specific role in implementation; (2) definitive implementation timelines; (3) objectives, quantified where appropriate; and (4) identification of responsible agencies and officials. Programs to be revised include the following:*

- *Program H2.C (Assist in Implementing Housing Rehabilitation Programs): The program should be revised to include proactive outreach.*
- *Program H3.E (Continue Support for Countywide Homeless Programs): The program was not revised. The program should describe what the City is doing to implement the results of the check-in meetings. The program should also include timing of implementing the resulting actions.*
- *Program H3.H (Inclusionary Accessible Units): While the program was revised, it should describe actions the City will take to encourage the units and whether incentives will be provided.*

**City Response:** The changes below have been made.

- Housing Element pages 8-9 and 8-10: Program H2.C has been updated to specify that outreach will be conducted.
- Housing Element pages 8-15 and 8-16: Program H3.E has been modified to commit to involvement of the City's Housing Division staff in the LifeMoves Homeless Outreach Team meetings along with continued participation of the City's Police department, and consider the potential for assisting with funding a LifeMoves case manager that would be able to concentrate on assistance to homeless persons in Menlo Park, as has been done by other Bay Area cities. City staff will work to ensure that outreach and assistance is provided to areas with the most identified needs (Downtown, Belle Haven, and the Bayfront).
- Housing Element page 8-18: Program H3.H has been revised to specify what type of incentives may be provided for accessible units in the AHO, such as a density bonus of 1.5 affordable units for every fully accessible affordable unit provided. The specific incentives incorporated into the AHO and BMR program guidelines will be included in a Housing Element Annual Progress Report to HCD and on the City's website.

*2. Identify actions that will be taken to make sites available during the planning period with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Government Code section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing. (Gov. Code, § 65583, subd. (c)(1).)*

*As noted in Finding A2, the element does not include a complete site analysis; therefore, the adequacy of sites and zoning were not established. Based on the results of a complete sites inventory and analysis, the City may need to add or revise programs to address a shortfall of sites or zoning available to encourage a variety of housing types. In addition, the element should be revised as follows:*

**20. HCD Comment (Letter Appendix B.2., Item 1):** *Shortfall of Adequate Sites: While program H4.K (Rezone for Lower-Income Shortfall) [sic], the program cited the wrong government code. The program must commit to identify sites with appropriate zoning to accommodate the regional housing need within the planning period. The program should identify the shortfall by income group, acreage, allowable densities, appropriate development standards and meet all by right requirements pursuant to Government Code section 65583.2,*

subdivisions (h) and (i), including but not limited to permitting multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households. In addition, the element must clarify whether programs H4.I (Create New Opportunities for Mixed-Use Development), H4.J (Increase Residential Density), H4.L (Modify El Camino Real/Downtown Specific Plan), and H4.T (Residential Overlay) are needed to meet the City's RHNA, and if so, address the requirements above. Lastly, timing of the rezone program states "within one year of housing element adoption", this should be revised to be completed within the first year of the planning period.

**City Response:** The changes below have been made.

- Housing Element page 8-27: Program H4.K has been updated to cite the correct government code sections and indicates that the City will permit multifamily uses by-right for developments in which 20 percent or more of the units are affordable to lower-income households and specifies a completion timeframe of January 2024 (i.e., within the first year of the planning period).
- Housing Element page 8-31: Program H4.T has been updated to indicate a timeframe of completion within the first year of the planning period.
- Programs H4.J and H4.L (Housing Element pages 8-27 and 8-28) are not required to meet the City's RHNA, but Programs H4.I (Housing Element page 8-27) and H4.T (Housing Element page 8-31) are necessary. However, the zoning changes in these programs are specified in the Housing Element as to be completed by January 2024 (i.e., within the first year of the planning period).

**21. HCD Comment (Letter Appendix B.2., Item 2):** Program H4.G (Prioritize Affordable Housing on City-Owned Parking Lots Downtown): While the program was revised to commit to the Surplus Lands Act requirements, it does not commit to develop all sites. The program must either commit to develop all parking lot sites or commit to develop the total number of units assumed in the inventory on the City-Owned sites.

**City Response:** Housing Element page 8-26: Program H4.G has been modified to note that the City commits to develop, at a minimum, a total of 345 units on a combination of parking lot sites "consistent with the Housing Element sites inventory." Housing Element page 7-30 provides more information about the program in Chapter 7.

3. Address and, where appropriate and legally possible, remove governmental and nongovernmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities. (Gov. Code, § 65583, subd. (c)(3).)

**22. HCD Comment (Letter Appendix B.3.):** As noted in Finding A3, the element requires a complete analysis of potential governmental constraints. Depending upon the results of that analysis, the City may need to revise or add programs and address and remove or mitigate any identified constraints.

In addition, Program H4.M (Update Parking Requirements and Design Standards) should clarify what parking requirements will be reduced and ensure updates will result in addressing constraints on development.

**City Response:** Housing Element page 5-24: Table 5-2 has been updated with a new asterisk noting that “Program H4.M will revise parking standards so that only 1 space is required for a studio unit, and 1.25 spaces is required for a 1-bedroom unit, inclusive of guest parking.” (Program H4.M is described on Housing Element page 8-28.)

4. *Promote and affirmatively further fair housing opportunities and promote housing throughout the community or communities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability, and other characteristics...* (Gov. Code, § 65583, subd. (c)(5).)

**23. HCD Comment (Letter Appendix B.4.):** *As noted in Finding A1, the element requires a complete Affirmatively Furthering Fair Housing (AFFH) analysis. The element must be revised to add goals and actions based on the outcomes of a complete analysis. Goals and actions must specifically respond to the analysis and to the identified and prioritized contributing factors to fair housing issues and must be significant and meaningful enough to overcome identified patterns and trends. Actions must have specific commitment, metrics, and milestones as appropriate and must address housing mobility enhancement, new housing choices and affordability in higher opportunity or relatively higher-income areas, place-based strategies for community preservation and revitalization and displacement protection. While some programs include metrics and milestones, additional programs that AFFH should also include them as well. In addition, geographic targets should be more focused and include high and highest opportunity areas or areas of higher income when appropriate.*

**City Response:** Housing Element pages 4-87 through 4-93: Based on the additional analysis performed, Table 4-26 has been expanded to cover more place-based strategies and community benefits to address fair housing issues, relevant actions have been further described, and geographic targets have been more clearly specified.

### **C. Quantified Objectives**

1. *Establish the number of housing units, by income level, that can be constructed, rehabilitated, and conserved over a five-year time frame.* (Gov. Code, § 65583, subd. (b)(1 & 2).)

**24. HCD Comment (Letter Appendix C.):** *While the element was revised to include quantified objectives, it should include specific rehabilitation and conservation objectives by income group for extremely-low income and very low-income households instead of aggregating objectives.*

**City Response:** Housing Element page 7-53: In Table 7-16, rehabilitation objectives and conservation objectives have been provided separately, with the objectives in both categories being targeted toward very low-income units.



**STAFF REPORT**

**City Council**

**Meeting Date:**

**6/27/2023**

**Staff Report Number:**

**23-153-CC**

**Regular Business:**

**Waive the first reading and introduce by title only an ordinance adding Menlo Park Municipal Code Chapter 8.05 to require the use of zero emission landscaping equipment (ZELE)**

**Recommendation**

Staff recommends the City Council waive the first reading and introduce by title only an ordinance adding Menlo Park Municipal Code Chapter 8.05 (gasoline powered landscape equipment) to require use of zero emission landscaping equipment (ZELE) by a certain date (Attachment A).

**Policy Issues**

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

**Background**

On June 13, the City Council approved introducing proposed rules that would regulate five types of gasoline-powered gardening equipment by a certain date, starting with prohibiting use of gasoline powered leaf blowers and string trimmers July 1, 2024, and gasoline-powered walk-behind lawnmowers, hedge trimmers and chainsaws January 1, 2029 3-2 (Combs and Taylor dissenting).

The City Council discussed costs and funding to transition to electric gardening equipment, enforcement starting sooner than July 1, 2024 on enforcement for leaf blowers and string trimmers, impacts to landscapers and gardeners, and a proposed rebate program for the community and professional gardeners.

The City Council directed additional outreach to begin as soon as possible to gardeners and community, reporting progress to the Environmental Quality Commission (EQC), and using hardship criteria for residents to qualify for the electric gardening equipment rebate program.

However, after introduction staff identified a change that is necessary to prevent confusion between the ZELE ordinance and the city's existing noise regulations, requiring the City Council to reintroduce the ordinance. A full analysis of the proposed rules is included in Attachment B. Extensive outreach and engagement was carried out with professional gardeners and the community regarding the proposed rules between June 2022 and April 2023, and is also noted in Attachment B. The EQC also advises the City Council to adopt the proposed rules.

## Analysis

Staff is recommending that the following language that was included in the June 13 introduction of the ZELE ordinance be removed:

**~~“8.05.030 Electrically powered landscape equipment — permitted days and times for operation~~**

~~A. Effective July 1, 2024, it shall be unlawful for any person to operate or authorize the operation of, permit, or direct another who engages in the operation of any electrically powered landscape equipment within city limits except during the following hours:~~

~~Monday to Friday: 8 a.m. to 6 p.m.  
Weekends and Holidays: 9 a.m. to 5 p.m.”~~

In addition, Staff also recommends that what was previously included as Section 8.05.040 be revised as follows:

**“8.05.040 Noise limits applicable**

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

The revised ordinance including the revisions identified above and re-numbering the remaining provisions is attached (Attachment A). If introduced June 27, the ordinance would be brought to City Council for second reading and adoption July 11.

At the June 13 meeting, the City Council requested that staff explore reporting progress on the new zero emission landscaping equipment (ZELE) rules to the EQC. Given the City Council and the EQC’s priority to implement other strategies in the 2030 Climate Action Plan, staff can provide an annual progress report to the EQC for the next two years, February 2025 and February 2026. The EQC could provide advice and feedback to the City Council as a result of the annual progress report.

The City Council also requested that the proposed electric gardening equipment rebate be provided to residents based on hardship criteria. A proposed program will be presented to the City Council at the July 11 meeting.

There was also a question raised by Vice Mayor Taylor regarding the ability for large landscaping businesses to access the state funded electric equipment discount program. Staff reached out to the California Air Resources Board (CARB), and found that the program only funds small and sole proprietor landscaping businesses. Small business is defined by the program to have 100 or fewer employees and average annual gross receipts of \$15 million or less over the previous three years. To promote broad application of the \$27 million in state funding, \$10 million was set aside for 180 calendar days (starting in November 2022) to ensure microbusinesses have access to participate. The remaining \$17 million will be set aside for small businesses, and is or will be opening soon.

However, CARB is releasing funding to local air districts to potentially fund incentives for electric gardening equipment for larger gardening companies. Southern California air districts are already providing incentives.

Staff inquired about electric equipment incentives for larger landscaping businesses from the Bay Area Air Quality Management District. They are exploring opening up a program over the next year. Staff has joined their mailing list to be kept apprised on any new incentive programs that would benefit Menlo Park landscaping businesses.

If the City Council adopts the proposed ZELE rules in Attachment A, staff will begin informing the community and professional gardeners about the new rules this summer leading up to the start of enforcement for leaf blowers and string trimmers July 1, 2024.

### **Impact on City Resources**

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

### **Environmental Review**

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

### **Public Notice**

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

### **Attachments**

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

Report prepared by:  
Rebecca Lucky, Sustainability Manager

## ORDINANCE NO. XXXX

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.05.010 Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

**8.05.030 Noise limits applicable**

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

### **8.05.040 Violations**

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

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

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

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

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

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

**Section 5.** CEQA exemption.

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

**Section 6.** Severability.

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

**Section 7.** Publication and posting.

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

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

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

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

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Jen Wolosin, Mayor

ATTEST:

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Judi A. Herren, City Clerk



## STAFF REPORT

### City Council

Meeting Date:

6/27/2023

Staff Report Number:

23-149-CC

### Regular Business:

**Adopt a resolution setting forth civil fines, charges and interest rate for unpaid fines from administrative citations pursuant to Menlo Park Municipal Code Chapter 1.15 “Administrative Citations”**

### Recommendation

Staff recommends the City Council adopt a resolution setting forth the civil fines, charges and interest rate for unpaid fines from administrative citations issued pursuant to Menlo Park Municipal Code (MPMC) Chapter 1.15. These fines and charges would not become effective until the effective date of the administrative citation ordinance.

### Policy Issues

Unabated MPMC violations are a drain on personnel and resources. Such violations require resources over and above the level of enforcement services usually provided and constitute a public nuisance. The purpose of this resolution is to establish civil fines, charges and interest rates for administrative citations to aid in enforcing compliance with the applicable laws. While fines imposed will be required to be paid should the violation and citation be upheld through due process, the administrative citation ordinance does provide for a hardship waiver of pre-payment of fines if the citation is contested. This resolution is proposed in conjunction with the adoption of the administrative citation ordinance, which provides the procedures for imposing such administrative fines and charges.

### Background

The Menlo Park City Council approved a first reading of MPMC Chapter 1.15 Administrative Citation Ordinance at its June 13, City Council meeting. The administrative citation ordinance is an enforcement tool that outlines procedures for imposing fines and charges for violations of the municipal code. In conjunction with that process, and as provided in the ordinance, the fines to be imposed by the administrative citation ordinance shall be established by City Council resolution, and that an administrative late fee, as well as a daily interest charge, also set by City Council resolution, shall be imposed if the fines are not paid within 30 days.

The administrative citation process, and resulting fines and charges, are expected to incentivize greater compliance from would be violators. The administrative citation process is most typically utilized to gain compliance for property-related violations. Although the ordinance contemplates issuing the fines proposed for adoption here, City staff plans to prioritize the principle of seeking voluntary compliance with the MPMC and regulations. However, this process and intended resulting voluntary compliance, is dependent on a city setting forth appropriate consequences in the form of fines and charges. The accompanying proposed resolution adopting the civil fines, charges and interest amounts seeks to set forth appropriate fines and charges to assist in gaining such voluntary compliance.

## Analysis

The California Legislature authorizes local governments to make violation of ordinances enacted by the City subject to an administrative fine or penalty. (Cal. Gov. Code §53069.4(a)(1).) To impose such fines and penalties, the agency is to set forth by ordinance the administrative procedures that govern the imposition, enforcement, collection and administrative review of those administrative fines and penalties. The City is in the process of enacting MPMC Chapter 1.15 (Administrative Citation) setting forth such procedures. In conjunction with that effort, the City must also set forth the amount of fines and charges.

Fine amounts are limited by whether they are deemed an infraction or a misdemeanor. (Gov. Code §36900 *et seq.*) Pursuant to MPMC §1.12.010(a) *all* violations of the municipal code are misdemeanors unless provided differently within the municipal code or state law, and MPMC §1.12.010(b) identifies various sections the City has deemed are infractions.<sup>1 2</sup>

### Amount of fines: Misdemeanors

Government Code §53069.4 provides that where a violation would be an infraction, the administrative fine or penalty shall not exceed the maximum fine or penalty amounts for infractions set forth in Government Code §36900(b). For all other violations, §36901 of the Government Code limits fines for violations of ordinances to \$1,000.

That is, the City Council can impose fines for violations deemed a misdemeanor, but are limited to \$1,000 for such violation.

### Amount of fines: Infractions

Pursuant to Government Code §36900(b), every violation determined to be an infraction is punishable by the following:

1. A fine not exceeding \$100 for a first violation.
2. A fine not exceeding \$200 for a second violation of the same ordinance within one year.
3. A fine not exceeding \$500 for each additional violation of the same ordinance within one year.

### Amount of fines: authorized higher fines by statute.

Government Code §36900(c) also provides higher fines for violations of local building and safety codes, as follows:

1. A fine not exceeding \$130 for a first violation.
2. A fine not exceeding \$700 for a second violation of the same ordinance within one year.
3. (A) A fine not exceeding \$1,300 for each additional violation of the same ordinance within one year of the first violation.  
(B) A fine not exceeding \$2,500 for each additional violation of the same ordinance within two years of the first violation if the property is a commercial property that has an existing building at the time of the

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<sup>1</sup> MPMC 1.12.010(b) Infraction. This code provides that violations of Sections 7.04.020, 7.04.030 and 7.04.040 of Chapter 7.04 Garbage and Rubbish Disposal\*\*\*; Chapter 7.30 Smoking, Regulated or Prohibited; 8.06 Noise; 8.07 Leaf Blowers; 8.20 Storage in Yards; Section 8.28.130 of Chapter 8.28, Parks and Recreation; 8.40 Open Containers; 8.44 Signs—Public Property/Elections; 11.60 Abandoned, Wrecked, Dismantled or Inoperative Vehicles; 11.62 Repair of Vehicles; and 16.92 Signs—Outdoor Advertising; and Title 9 Animals, except as specifically stated in such Title, are infractions.

<sup>2</sup> City Council may see that Section 1.12.010 provides for fines in conjunction with a criminal conviction of the municipal code. Such fines for criminal convictions are distinct from the fines described in the proposed resolution. Such fines are issued pursuant to the Administrative Citation Ordinance as opposed to fines for conviction of a criminal offense.

violation and the violation is due to failure by the owner to remove visible refuse or failure to prohibit unauthorized use of the property.

Government Code §36900(d) also provides for higher fines for violations of a local short-term rental ordinance. The MPMC prohibits short-term accessory dwelling units (ADU) rentals (MPMC §16.79.100(b).) Violations of a short-term rental ordinance may be punished as follows:

- A. A fine not exceeding \$1,500 for a first violation.
- B. A fine not exceeding \$3,000 for a second violation of the same ordinance within one year.
- C. A fine not exceeding \$5,000 for each additional violation of the same ordinance within one year of the first violation.

As noted, all violations of the MPMC are misdemeanors (unless otherwise specified), City staff recommends adopting the escalating fines set forth in Government Code §§36900(b - d).

#### Fines enumerated in the municipal code

The MPMC already sets forth some administrative citation amounts. For example, MPMC §8.57.030(c) authorizes the imposition of a \$1,000 fine for violation of the Fireworks chapter (MPMC Chapter 8.57). The proposed resolution clarifies that, where a conflict between the resolution setting forth the schedule of fines and the current municipal code exists, the amount listed in the municipal code prevails. This would also mean that if the City Council enacted an ordinance in the future in which it intended to set forth a specific fine amount, it may do so by either including the specific amount in the municipal code, or by adopting a resolution setting for the fines and charges.

#### Administrative charges and interest on unpaid fines

The administrative citation ordinance includes charges for failure to timely pay citations, and includes imposition of interest on unpaid charges. As drafted, the resolution would establish an administrative late fee equal to 50% of the amount of fine if not paid within 30 days of issuance of an administrative citation. In addition, the resolution would also establish that interest on the principal amount of unpaid fines (not including the late fees) would commence 45 days after issuance of the administrative citation at the current Local Agency Investment Fund (LAIF) rates.

#### Summary

The proposed resolution provided for consideration and adoption includes the civil fine amounts for various types of violations, administrative charges and accrued interest rate on unpaid fines. It will not become effective until the administrative citation ordinance is adopted and becomes effective. The amounts may be modified from time to time by resolution of the City Council, as long as they do not exceed the limits allowed by State law.

#### **Impact on City Resources**

The administrative citation ordinance, and adoption of the related resolution, provides incremental revenue from civil fines that may be imposed for code violations, although the primary purpose is to gain compliance with the MPPC.

#### **Environmental Review**

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

**Public Notice**

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

**Attachments**

A. Resolution (and attached Schedule of Fines)

Report prepared by:  
Dave Norris, Police Chief

Report reviewed by:  
Assistant City Attorney, Eli Flushman

**RESOLUTION NO. XXXX****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MENLO PARK  
PURSUANT TO CHAPTER 1.15 (ADMINISTRATIVE CITATIONS) OF THE  
MENLO PARK MUNICIPAL CODE ADOPTING CIVIL FINES AND CHARGES  
FOR VIOLATIONS OF THE MENLO PARK MUNICIPAL CODE, OTHER CITY  
ORDINANCES AND APPLICABLE COUNTY AND STATE LAWS REGULATED  
BY THE CITY OF MENLO PARK**

WHEREAS, at its June 13, 2023, regular meeting, the City Council waived the first reading and introduced an Ordinance creating Chapter 1.15 to the Menlo Park Municipal Code (MPMC) entitled Administrative Citations, which established an administrative citation program to enforce the City's municipal code, regulations, policies, and all other applicable state laws enforced by the City to encourage violators compliance; and

WHEREAS, Section 1.15.080 of the Ordinance states that the City Council shall establish by resolution the amount of fines, including escalating fine amounts for repeat violations within a 12-month period and late penalties for an administrative citation imposed pursuant to the Ordinance; and

WHEREAS, Sections 53069.4, 36900 and 36901 of the California Government Code, together with the Ordinance, provide the authority for the City Council to establish by resolution the amount of fines, including any late payment charges or escalating fines, for an administrative citation imposed pursuant to the Ordinance; and

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

Section 1. Incorporation of recitals.

The City Council hereby finds the recitals set forth above to be true and correct.

Section 2. Charges for violations: Administrative Fine Schedule; conflicting provisions

The Administrative Fine Schedule, attached hereto and incorporated herein as Exhibit A, sets forth a list of monetary charges for violations of the Municipal Code.

In additions to the charges listed in the Administrative Fine Schedule (Exhibit A), the Menlo Park Municipal Code and the Menlo Park Schedule of Fines may also establish a fee, fine, or charge. In the event of a conflict in fees, fines, or charges, the Municipal Code shall govern, followed by the Administrative Fine Schedule (Exhibit A). The applicable the Administrative Fine Schedule shall be that in effect at the time of the violation.

Section 3: Environmental Review.

This Resolution is not a project within the meaning of section 15378 of the California Environmental Quality Act ("CEQA") Guidelines because it has no potential for resulting in physical change in the environment, either directly or ultimately. In the event that this Ordinance is found to be a project under CEQA, it is subject to the CEQA exemption contained in CEQA Guidelines section 15061(b)(3) because it can be seen with certainty to have no possibility of a significant effect on the environment.

Section 4: Effective Date.

This resolution shall become effective on the same date the ordinance adopting Chapter 1.15 becomes effective.

Section 5: Severability.

The City Council hereby declares every section, paragraph, sentence, cause, and phrase of this resolution is severable. If any section, paragraph, sentence, clause, or phrase of this resolution is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentences, clauses or phrases.

Section 6: Certification.

The City Clerk shall attest to and certify the vote adopting this Resolution.

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

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Official Seal of said City on this \_\_\_\_ day of June, 2023.

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Judi A. Herren, City Clerk

Exhibits:

A. Administrative fine schedule

**Administrative fine schedule**

1. Violations of local building and safety codes shall be subject to the following fines:
  - a) \$130 for a first violation
  - b) \$700 for a second violation within a twelve-month period;
  - c) \$1,300 for a third and any additional violation within a twelve-month period
  - d) \$2,500 for additional violations within two years if the property is a commercial property, contains a building, and the violation is due to the owner's failure to remove refuse or to prohibit the unauthorized use of the property
2. Violations of a short-term rental ordinance, including the prohibition of using Accessory Dwelling Units for short-term rentals as described in Menlo Park Municipal Code section 16-79.100(b), is punishable as follows:
  - a) A fine not exceeding \$1,500 for a first violation.
  - b) A fine not exceeding \$3,000 for a second violation of the same ordinance within one year.
  - c) A fine not exceeding \$5,000 for each additional violation of the same ordinance within one year of the first violation.
3. All other violations, shall be subject to the following fines:
  - a) \$100 for a first violation
  - b) \$200 for a second violation within a twelve-month period
  - c) \$500 for a third and any additional violation within a twelve-month period
4. All fines shall be due within 30 days of issuance of an Administrative Citation. Failure to timely pay the fine shall result in administrative late fee equal to 50% of the amount of the fine
5. Interest on the principal amount of all unpaid fines (not including late fees) shall commence 45 days after issuance of the Administrative Citation at the current Local Agency Investment Fund (LAIF) rate
6. Each Municipal Code section violated is a separate offense with an independent fine. Each day any violation exists is a separate and distinct offense and may be subject to another Administrative Citation.



**STAFF REPORT**

**City Council**

**Meeting Date:** 6/27/2023

**Staff Report Number:** 23-152-CC

**Informational Item:** City Council agenda topics: July 11 – August 15

**Recommendation**

The purpose of this informational item is to provide the City Council and members of the public access to the anticipated agenda items that will be presented to the City Council. The Mayor and city manager set the City Council agenda so there is no action required of the City Council as a result of this informational item.

**Policy Issues**

In accordance with the City Council procedures manual, the Mayor and city manager set the agenda for City Council meetings.

**Analysis**

In an effort to provide greater access to the City Council's future agenda items, staff has compiled a listing of anticipated agenda items, Attachment A, through August 15. The topics are arranged by department to help identify the work group most impacted by the agenda item.

Specific dates are not provided in the attachment due to a number of factors that influence the City Council agenda preparation process. In their agenda management, the Mayor and city manager strive to compile an agenda that is most responsive to the City Council's adopted priorities and work plan while also balancing the business needs of the organization. Certain agenda items, such as appeals or State mandated reporting, must be scheduled by a certain date to ensure compliance. In addition, the meeting agendas are managed to allow the greatest opportunity for public input while also allowing the meeting to conclude around 11 p.m. Every effort is made to avoid scheduling two matters that may be contentious to allow the City Council sufficient time to fully discuss the matter before the City Council.

**Public Notice**

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

**Attachments**

A. City Council agenda topics: July 11 – August 15

Report prepared by:

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

**Tentative City Council Agenda**

#	Title	Department	Item type	City Council action
1	Adopt a reso for fiscal year 2023-24 investment policy	ASD	Consent	Adopt resolution
2	Adopt Successor Labor Agreements with SEIU and AFSCME	ASD	Regular	Adopt resolution
3	Adopt a reso approving community amenity regulations and updating appraisal instructions	CDD	Regular	Adopt resolution
4	Adopt a reso approving community amenity list updates	CDD	Regular	Adopt resolution
5	Authorize the Mayor to sign the City's response to San Mateo County Grand Jury Report: "Accessory Dwelling Units: Affordable Housing's Panacea or Prevarication?"	CDD	Consent	Approve
6	Consider Planning Commission's recommendation on a vesting tentative map and below market rate housing agreement for 123 Independence Dr. project	CDD	Public Hearing	Adopt resolution, Approve
7	Execute an agreement to provide BMR (below market rate) housing program admin services	CDD	Consent	Approve
8	First read and intro of ordinance for community amenities amendments	CDD	Public Hearing	First read/intro ordinance
9	Second read and adopt community amenities amendments	CDD	Consent	Second read/adopt ordinance
10	Proposed zoning ordinance amendments related to Housing Element implementation	CDD	Study Session	Direction to staff
11	Adopt a reso authorizing the city manager to accept California Energy Commission funding for communitywide electrification and provide direction on scope of project	CMO	Regular	Adopt resolution
12	Adopt a reso to approve an electric gardening equipment rebate program	CMO	Consent	Adopt resolution
13	Authorize the Mayor to sign a letter on behalf of the City Council to SM County re: Flood School Flood Park	CMO	Consent	Approve
14	Confirm voting delegate for the League of California Cities annual conference	CMO	City Councilmember Report	Decide
15	First read and intro of Streetaries outdoor dining ordinance	CMO	Regular	First read/intro ordinance
16	Presentation: Sister Cities annual update	CMO	Presentation	No action
17	Transmittal of city attorney billing (May and June 2023)	CMO	Informational	No action
18	Waive second read and adopt an ordinance adding Menlo Park Municipal Code Chapter 8.05 (gasoline powered landscape equipment) to require five types of handheld landscaping equipment to be zero emission	CMO	Consent	Second read/adopt ordinance, Adopt resolution
19	Adopt reso for Menlo Park Community Campus parking management plan	CMO, PW	Regular	Adopt resolution
20	Aquatics operator agreement	LCS	Regular	Contract award or amend
21	Proclamation: July as Parks and Recreation Month	LCS	Proclamation	No action
22	First read and intro of Safe Storage ordinance	PD	Regular	First read/intro ordinance
23	Police department quarterly update – Q2 April 2023 - June 2023	PD	Informational	Receive and file
24	Second read and adopt safe storage ord	PD	Consent	Second read/adopt ordinance
25	Adopt a reso to approve updated design for Middle Avenue Caltrain crossing	PW	Regular	Adopt resolution
26	Adopt a reso authorizing the city manager to execute a MOU between City of Menlo Park and Caltrain for San Francisquito Creek embankment stabilization	PW	Consent	Adopt resolution
27	Award of construction contract for Willow Oaks Park and Burgess improvement projects	PW	Consent	Contract award or amend
28	Provide direction on speed limit reductions on residential streets	PW	Study Session	Direction to staff
29	Authorize the city manager to execute the 1350 Adams Ct. waterline funding agreement	PW, CA	Consent	Contract award or amend