City Council
Meeting Agenda

Tuesday, October 14, 2025

City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

General order of Business

1. CALL TO ORDER
2. ITEMS BEFORE 7:00 PM
3. PLEDGE OF ALLEGIANCE
4. REPORT FROM CLOSED SESSION
5. SPECIAL PRESENTATIONS (none)
6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
7. COUNCILMEMBER ANNOUNCEMENTS
8. CONSENT BUSINESS
9. PUBLIC HEARINGS (none)
10. GENERAL BUSINESS
11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF
12. MATTERS OF INTEREST/CLARIFICATION
13. ADJOURNMENT

City Council
Julia Mates, Mayor
Robin Pang-Maganaris, Vice Mayor
Gina Latimerlo, Councilmember
Tom McCune, Councilmember
Cathy Jordan, Councilmember

Staff
Afshin Oskoui, City Manager
Scott Rennie, City Attorney
Kathy Kleinbaum, Assistant City Manager
Ken Stenquist, Police Chief
Grace Castaneda, Finance Director
Ann Ritzma, Interim Admin Services Director
Carlos deMelo, Community Development Director
Brigitte Shearer, Parks and Recreation Director
Edric Kwan, Public Works Director
Jozi Plut, City Clerk

MEETING ATTENDANCE:
Council meetings, unless otherwise noted, are broadcast live to Belmont residents on

1. Comcast Cable Channel 27
2. Streamed live via the City's website at www.Belmont.gov
3. ZOOM https://belmont-gov.zoom.us/ **Meeting ID: 95745673035**
4. Attend the meeting in the Council Chambers, Belmont City Hall 2nd floor

PUBLIC COMMENT:

- Public in the Council Chamber present the Clerk a request to speak slip found at the table at the rear of the chamber.
- If participating virtually use the Raise Hand feature to request to speak.
  - For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number)
  - enter **Meeting ID: 95745673035**, and press *9 to request to speak

All public comments are subject to a **3-minute time limit** unless otherwise determined by the Chair.

To submit a written public comment:
E-mail cclerk@ belmont.gov before the Council discusses the item, noting the agenda topic or number in the subject line. Comments received up to three hours before the meeting will be distributed to the Council and included in the record but not read aloud during the meeting..

The Mayor has the authority to rule any speaker out of order, including speakers during the Public Comment period; If the subject raised is not within the subject matter jurisdiction of the City Council, during a public hearing or a general business item if the speaker is not presenting testimony or evidence relevant to the matter or if the speaker becomes disruptive to the proceedings and conduct of the meeting.

The Mayor also has the authority to order any person who willfully interrupts the meeting to be removed. All persons are expected to always conduct themselves with civility and courtesy. All persons giving comments shall speak directly to the Council and address issues, not individuals. Personal attacks, cursing and outbursts from the audience in support or opposition to a speaker are not tolerated to foster an environment where everyone feels welcome to speak.

LEVINE ACT:

The Levine Act (California Government Code Section 84308) limits campaign contributions that may be made to elected or appointed City officials (including councilmembers and the mayor) and certain candidates for elective city offices. The Act prohibits an agent of a party from contributing any amount to councilmember while a proceeding for a contract valued at $50,000 or more, permit, license, or other entitlement for use is pending that does not solely involve purely ministerial decisions. The Act also prohibits parties and participants in the above entitlement proceedings from contributing more than $500 during the proceeding and for 12 months after the proceeding and requires disclosure of the prohibited contributions. The Act prohibits certain officials, including local elected officials, from taking part in an entitlement proceeding if the official has received a contribution exceeding $500 from a party or participant in the proceeding within the preceding 12 months. An official is also prohibited from accepting, soliciting, or directing a contribution exceeding $500 from a party or participant in the proceeding for 12 months after a final decision is rendered in such a proceeding. The law is complex, and this brief description is not legal advice. If you or an agent have made any campaign contributions to a councilmember in the 12 months before a proceeding in which you have an interest or you are contemplating making a contribution within the 12 months after such a proceeding, you are urged to review the Levine Act and consider consulting an attorney. The California Fair Political Practices Commission (FPPC) is responsible for administering the Levine Act. More information about the Act and its implementing regulations can be found on the FPPC's website here: https://www.fppc.ca.gov/learn/pay-to-play-limits-and-prohibitions.html

ACCESSIBILITY

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

AGENDA POSTING: I declare a copy of this agenda was posted at City Hall, One Twin Pines Lane, and the City's website www.Belmont.gov Date: Time: /s/:

City of Belmont

City Council Regular Meeting Agenda
October 14, 2025
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

Amended Agenda - Attachment to Agenda Item 8G

NOTICE REGARDING MEETING SCHEDULE

The City Council may meet prior to 7:00 PM for Study Sessions, Closed Sessions, or other Special Topics. All other business will commence at 7:00 PM as a time-certain agenda item.

1. CALL TO ORDER

- Roll Call

2. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION - 5:45 PM, Room 360, City Hall, 3rd floor

I. **CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION**

Initiation of litigation under Government Code Section 54956.9(d)(4): 2 cases

II. **CONFERENCE WITH LABOR NEGOTIATORS**

Government Code Section 54957.6
Unrepresented Employees: City Manager, City Attorney
Designated Representatives: Robin Pang-Maganaris and Tom McCune

B. STUDY SESSION (none)

The public will have an opportunity to address the City Council concerning this item.

C. SPECIAL SESSION/OTHER TOPICS (none)

ITEMS STARTING AT 7:00 PM

3. PLEDGE OF ALLEGIANCE

4. REPORT FROM CLOSED SESSION

5. SPECIAL PRESENTATIONS (none)

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the agenda. The period for public comment at this point in the agenda is limited to 15 minutes, with a maximum of 3 minutes per speaker. Speakers who requested but did not receive an opportunity to speak during this comment period will be given an opportunity to address the Body later in the meeting. State law prohibits the Body from acting on non-agenda items.

7. COUNCILMEMBER ANNOUNCEMENTS

8. CONSENT BUSINESS

Consent business items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion on these items unless a member or staff request specific items to be removed for separate action. The City Attorney will read the title of ordinances to be adopted.

A. Approval of Minutes

Attachments:

September 9, 2025
September 23, 2025

B. Monthly Financial Report June 2025
Attachments:
Monthly Financial Reports

C. Memorandum of Understanding Related to Multi-Jurisdictional Grand Nexus and Feasibility Study
Recommendation: Adopt a resolution authorizing the City Manager to negotiate and enter into a Memorandum of Understanding with the Cities of Brisbane, Daly City, East Palo Alto, Half Moon Bay, Menlo Park, Pacifica, Redwood City, San Bruno, San Mateo, the County of San Mateo, and Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative (CPC), for the purpose of studying the feasibility and complying with the legal requirements of inclusionary housing and commercial linkage fee requirements, and sharing analysis and resources for greater efficiency for the eleven jurisdictions participating in this collaborative effort known as the Multi-Jurisdictional Grand Nexus and Feasibility Study (Grand Nexus Study).
Attachments:
Staff Report
Resolution

D. 718 Alameda de las Pulgas Permanent Encroachment Agreement
Recommendation: Adopt a resolution approving a Permanent Encroachment Agreement for a retaining wall within the public right-of-way at 718 Alameda de las Pulgas (APN 044-043-200).
Attachments:
Staff Report
Resolution
Exhibit A
Exhibit B
Exhibit C

E. Caltrans Project Specific Maintenance Agreement
Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a Project Specific Maintenance Agreement between the City of Belmont and Caltrans for the construction of a High-Intensity Activated Crosswalk (HAWK) crossing. Hill Street and El Camino Real.
Attachments:
Staff Report
Resolution
Attachement A

F. Granicus Software Solutions Amendment No. 2
Recommendation: Motion authorizing the City Manager to negotiate and execute Amendment No. 2 to the Service Agreement with Granicus LLC for public engagement software solutions in an amount not-to-exceed $37,947, plus a 10% contingency, for a total service agreement amount not-to-exceed $666,637 through June 30, 2029.
Attachments:
Staff Report

Original Agreement
Amendment 1
Amendment 2

G. Service Agreement with Economic & Planning Systems, Inc.
Recommendation: Motion authorizing the City Manager to negotiate and execute a Service Agreement with Economic & Planning Systems, Inc. (EPS) to perform a Development Impact Fee Nexus Study in an amount not-to-exceed $128,000.
Attachments:
Staff Report
Attachment A
Attachment B

9. PUBLIC HEARINGS (none)

10. GENERAL BUSINESS
General Business items are considered separately, typically in the order listed. The chair will call for public comment on each item when the body considers the item.

A. Belmont Community Center Master Plan Update
Recommendation: Receive presentation; no action required
Attachments:
Staff Report
Attachment A
Attachment B

B. Belmont Harbor Industrial Area (HIA) Specific Plan Update
Recommendation: Receive an update on the Belmont Harbor Industrial Area (HIA) Specific Plan Project and provide feedback and direction on the proposed development standards and Harbor Blvd streetscape concept.
Attachments:
Staff Report
Attachment A
Attachment B
Attachment C

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF
A. **Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments**
B. **Verbal report from City Manager**

12. MATTERS OF INTEREST/CLARIFICATION
Items in this category are for discussion and direction to staff only. However, Council/Board may take final action on an item if there is no need for additional staff analysis.

13. ADJOURNMENT

CITY OF BELMONT CITY COUNCIL REGULAR MEETING MINUTES
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

SEPTEMBER 9, 2025

1. CALL TO ORDER: 7:00 PM
ROLL CALL
COUNCILMEMBERS PRESENT: McCune, Jordan, Latimerlo, Pang-Maganaris, Mates
COUNCILMEMBERS ABSENT: None

2. ITEMS BEFORE 7:00 PM
A. CLOSED SESSION (none)
B. STUDY SESSION (none)
C. SPECIAL SESSION/OTHER TOPICS (none)

3. PLEDGE OF ALLEGIANCE
Led by Mayor Mates.

4. REPORT FROM CLOSED SESSION (none)

5. SPECIAL PRESENTATIONS

A. Proclamation Observing Hispanic Heritage Month September 15 - October 15
Mayor Mates read the proclamation.

B. Proclamation Designating September as Suicide Prevention Month
Mayor Mates read the proclamation.

C. Recap of Belmont Community Foundation Imagine Together Foundation
Ulla Foehr presented a recap of the August 9 Imagine Together event which explored the future of Belmont's Community Center

D. Presentation of Stanford's Contribution to Belmont
Lucy Wicks, Stanford's spokesperson, together with the Stanford team, presented the City of Belmont with a $500,000 contribution and highlighted the Belmont–Stanford collaboration.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
Chris Lu, Belmont Library Manager provided updates on library events.

7. COUNCILMEMBER ANNOUNCEMENTS
Councilmembers provided updates on City and local community events.

8. CONSENT BUSINESS

A. Approval of Meeting Minutes of June 10, 2025 and June 24, 2025 minutes

B. Introduced **Belmont City Code Cleanup, Updates, and Enforcement Amendments** an ordinance conforming the City Code to organizational changes, updating construction contracting award thresholds, streamlining and repealing unneeded city regulations, amending fireworks regulations, and adding requirements for the management of property.

C. **Resolution 2025-60** authorizing the City Manager to execute a 3-year renewal of the rental agreement with the City of Redwood City for the use of its firearms training facility.

D. Resolution 2025-61 approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to negotiate and execute a contract with the lowest responsible and responsive bidder for an amount not to exceed $211,520 plus a ten percent construction contingency for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638.

No public comment received.

City Clerk Plut stated that she was made aware of grammatical corrections to the minutes that will be incorporated into the final record and proceeded to read the title of the ordinance for adoption.

ACTION: On a motion made by Councilmember Pang-Maganaris and seconded by Councilmember McCune the consent business was unanimously approved by a roll call vote (5-0).

9. PUBLIC HEARINGS (none)

10. GENERAL BUSINESS

A. Review Solid Waste Rate Application and Revise Maximum Rates for Collection Services for 2026

Public Works Director Patel introduced the item and City Consultant Josiah Close, HDR, provided the report. He noted the proposed increase result in maximum rates for 2026 were calculated in a manner consistent with the Franchise Agreement Scheule L - increase of 1.45 percent and Schedule Q – Additional Services are proposed to increase by the CPI-U General calculation of 1.27 percent.

Council discussion ensued.
No public comment received.

ACTION: On a motion made by Councilmember Latimerlo and seconded by Councilmember Jordan **Resolution 2025-62** stating the City of Belmont's intent to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic

materials collection services effective January 1, 2026, and set a Public Hearing date for November 25, 2025 was unanimously approved by a roll call vote (5-0).

B. Grand Boulevard Initiative (GBI) Update/Presentation

Community Development Director De Melo introduced the progress update regarding the Grand Boulevard Initiative.

Cassie Halls SamTrans Corridor Manager provided overview of the Multijurisdictional project which is a corridor-wide effort to modernize transportation infrastructure on El Camino Real in San Mateo.

No public comment received.
Council discussion ensued no action was taken.

C. Climate Action and Adaptation Plan Update

Management Analyst Clark introduced the item.
Olivia Mendoza, Rincon Consultants provided a presentation on the plan update.

Public comment received from Dow-Jane Pei.
Council discussion ensued no action taken.

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments

None.

B. Verbal report from City Manager

None.

12. MATTERS OF INTEREST/CLARIFICATION

13. ADJOURNMENT at this time being 8:55 p.m.

Submitted by,
Jozi Plut, City Clerk

DRAFT

CITY COUNCIL REGULAR MEETING MINUTES
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

SEPTEMBER 23, 2025

1. **CALL TO ORDER 7:05 PM**

   Roll Call
   COUNCILMEMBERS PRESENT: McCune, Jordan, Pang-Maganaris
   COUNCILMEMBERS: Mates, Latimerlo

2. **ITEMS BEFORE 7:00 PM**

   A. **CLOSED SESSION (none)**
   B. **STUDY SESSION (none)**
   C. **SPECIAL SESSION/OTHER TOPICS (None)**

3. **PLEDGE OF ALLEGIANCE**
   Led by Vice Mayor Pang-Maganaris.

4. **REPORT FROM CLOSED SESSION (none)**

5. **SPECIAL PRESENTATIONS**

   A. **Age Friendly Action Plan**
   Presented by Ann O'Brien - Center for Age Friendly Excellence.

   B. **Proclamation and Presentation Designating October 5-11 as Fire Prevention Week**
   Councilmember McCune read the proclamation.
   San Mateo Consolidated Fire Marshall Carissa Workman provided a presentation on fire safety.

   C. **Proclamation Designating September 22-26 as Stormwater Awareness Week**
   Vice Mayor Pang Maganaris read the proclamation.
   City Manager Oskoui introduced newly appointed Public Works Director Edric Kwan.

   D. **Proclamation Observing October as Indigenous People's Month**
   Councilmember Jordan read the proclamation.

DRAFT

E. Proclamation Designating October as Domestic Violence Awareness Month

Vice Mayor Pang-Maganaris read the Proclamation
Melissa Gibbs, CORA Senior Manager of Legal Services (CORA – Community Overcoming Relationship abuse), provided an of the services provided by CORA.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Written comments received from Max Rheinhardt.

7. COUNCILMEMBER ANNOUNCEMENTS

Councilmembers shared information on upcoming community events.

8. CONSENT BUSINESS

A. Approval of Council Meeting Minutes for July 8, 2025 and August 26, 2025

B. Adoption of **Ordinance 2025-1190** conforming the City Code to organizational changes, updating construction contracting award thresholds, streamlining and repealing unneeded city regulations, amending fireworks regulations, and adding requirements for the management of property.

ACTION: On a motion made Councilmember McCune and seconded by Jordan the Consent Business was approved by a roll call vote. (3-2, Councilmember Latimerlo and Mayor Mates absent).

9. PUBLIC HEARINGS (none)

10. GENERAL BUSINESS

A. Silicon Valley Clean Water (SVCW) Capital Improvement Program (CIP) Update

Matt Zucca, SVCW General Manager and Jaime Trejo provided an update on Silicon Valley Clean Water (SVCW)'s capital improvement program (CIP) and related financing plan.

Council discussion ensued; no action taken.

B. Designation of Voting Delegate and Alternate for League of California Cities Annual Conference October 8-10, 2025

ACTION: On a motion made by and seconded by Councilmember McCune and seconded by Councilmember Jordan, Mayor Mates was designated as the voting delegate at the League of California Cities Annual Conference October 8-10, 2025.

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. <u>Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments</u>

Councilmembers reported on their assignments.

B. <u>Verbal report from City Manager</u>

Invited the community to join in Belmont's Centennial planning.

12. MATTERS OF INTEREST/CLARIFICATION-none

13. ADJOURNMENT at this time being 8:50 pm

Submitted by,
Jozi Plut, City Clerk

Meeting video recorded.

DRAFT

CITY OF BELMONT

FISCAL YEAR 2024-25

MONTHLY FINANCIAL REPORT - JUNE 30, 2025



HIGHLIGHTS

PERFORMANCE AT A GLANCE REPORT

• General Fund balance increased compared to prior YTD

FUND RECAP AT A GLANCE REPORT

Notable Fund Balance Increase compared to prior YTD:

•General Fund
•Belmont Fire Protection District
• Sewer Collection System
• Sewer Treatment

Notable Fund Balance Decrease compared to prior YTD:

• Affordable Housing Successor

BUDGET VARIANCE REPORT

• Management Discussion & Analysis
• Tax Trends

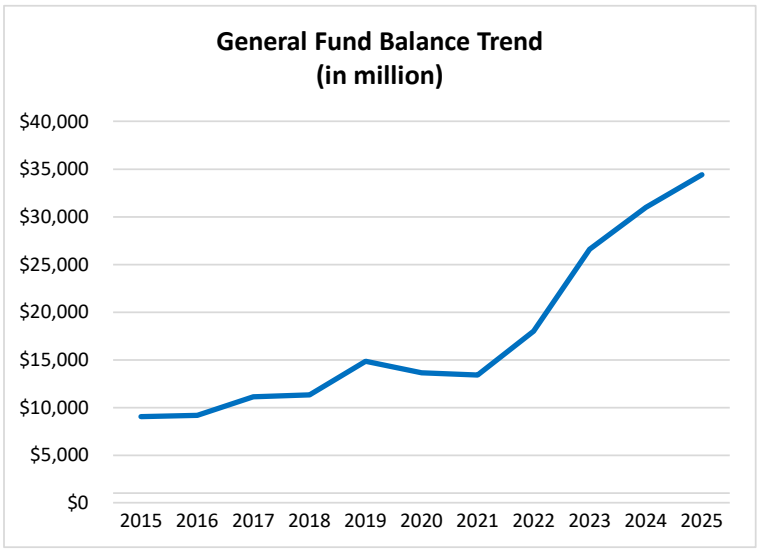
CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

This report contains financial information which has not been reviewed or audited by an independent auditor, does not reflect the application of generally accepted accounting principles in all instances and is subject to future revision. This report has not been prepared with a view to informing an investment decision in any of the City's bonds, notes or other obligations. Any projections, plans or other forward-looking statements included in this report are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the City's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the City on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures and website, maintained on the World Wide Web at https://emma.msrb.org/

These financial reports are designed to provide a general overview of the City of Belmont's interim finances. Questions concerning any information provided in these reports should be addressed to financedept@belmont.gov or for additional information regarding the City's financial activities, including past award winning audited financial statements, transparency efforts and best practices please visit the City at www.belmont.gov.

CALIFORNIA BELMONT

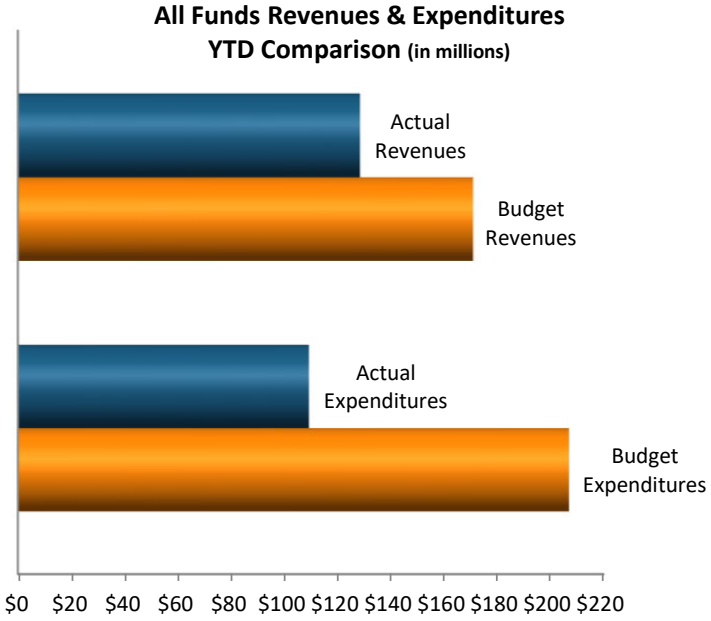
City of Belmont
Performance at a Glance
Results for the Period Ended June 30, 2025
(000's)

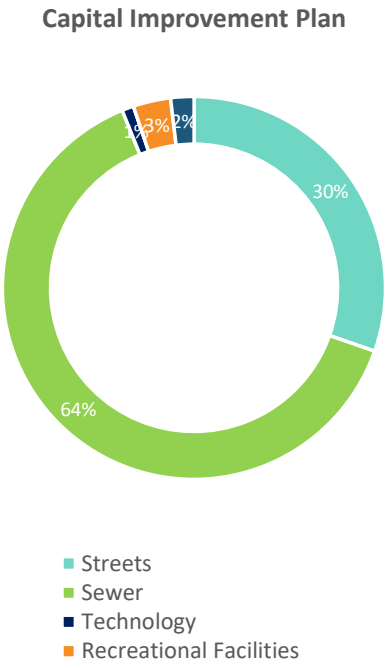


General Fund Balance Trends*

6/30/2015	2015	$9,049	Audited
6/30/2016	2016	$9,177	Audited
6/30/2017	2017	$11,128	Audited
6/30/2018	2018	$11,325	Audited
6/30/2019	2019	$14,846	Audited
6/30/2020	2020	$13,637	Audited
6/30/2021	2021	$13,398	Audited
6/30/2022	2022	$18,013	Audited
6/30/2023	2023	$26,586	Audited
6/30/2024	2024	$31,003	Audited
6/30/2025	2025	$34,416	Unaudited

* excludes Measure I





General Fund

The General Fund balance is $34.4 million, an increase of $3.4 million compared to the amount at the prior fiscal year-end. The increase compared to the 6/30/24 balance was primarily due to the $1.1 million VLF backfill from FY2022-23 and ongoing cost management on expenditures.

Fund Balance - YTD Fund Deficits

As shown on the Fund Recap at a Glance (page 3) Recreation Fund deficits was eliminated with the transfer from the General Fund as part of year-end closing activities.

City of Belmont
Fund Recap at a Glance
Results for the Period Ended June 30, 2025
(000's)

Fund	Fund Name	Audited Fund Balance 06/30/24 (1)	Revenues YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	Expenditures YTD Budget	YTD Actual (3)	Variance Under (Over)	%	PY YTD Actual	Unaudited Fund Balance 06/30/25 (1)+(2)-(3)	PY YTD Fund Balance 06/30/24
GENERAL FUND														
101	General	*$31,003*	$33,212	$32,549	($663)	98%	$32,057	$32,007	$29,136	$2,872	91%	$27,639	***$ 34,416***	*31,003*
102	Measure I	*4,464*	2,414	2,408	(6)	100%	2,491	8,036	3,273	4,762	41%	1,963	***3,599***	*4,464*
SPECIAL REVENUE FUNDS														
205	Recreation	*397*	3,987	4,109	122	103%	3,287	4,085	3,897	188	95%	3,473	***609***	*397*
206	Library Maintenance & Operation	*777*	342	343	2	100%	347	972	910	63	94%	385	***211***	*777*
207	Athletic Field Maintenance	*391*	165	210	46	128%	159	354	155	199	44%	134	***446***	*391*
208	City Tree	*252*	20	21	0	102%	45	136	43	94	31%	77	***230***	*252*
209	Senior Services Donation	*96*	11	14	3	129%	4	10	5	5	51%	0	***105***	*96*
210	Development Services	*2,020*	6,883	7,602	719	110%	6,704	7,201	6,808	393	95%	6,222	***2,815***	*2,020*
212	General Plan Maintenance	*1,492*	503	606	103	120%	872	1,421	1,243	177	88%	972	***855***	*1,492*
223	Belmont Fire Protection District	*25,882*	19,074	19,307	233	101%	18,486	14,387	13,687	700	95%	12,802	***31,503***	*25,882*
225	Police Grants and Donations	*35*	1	5	4	410%	6	9	5	4	56%	1	***35***	*35*
227	Supplemental Law Enforcement	*71*	175	199	25	114%	189	99	104	(5)	105%	125	***167***	*71*
231	Street Maintenance	*1,365*	2,679	2,977	298	111%	3,854	2,599	2,355	244	91%	2,489	***1,988***	*1,365*
232	RMRA Street Project	*498*	769	786	17	102%	744	1,674	486	1,188	29%	852	***798***	*498*
233	Measure W	*2,295*	490	510	20	104%	486	3,018	186	2,832	6%	0	***2,618***	*2,295*
234	Street Improvements	*2,935*	1,134	1,114	(20)	98%	1,292	3,431	839	2,591	24%	261	***3,209***	*2,935*
237	Traffic Impact	*100*	157	411	254	262%	4	0	0	0	N/A	0	***511***	*100*
239	Public Art	*420*	22	18	(4)	81%	16	10	0	10	0%	0	***438***	*420*
275	Affordable Housing Successor	*6,056*	227	(684)	(910)	-301%	510	1,574	1,339	235	85%	3,901	***4,033***	*6,056*
277	Inclusionary Housing	*3,254*	193	287	93	148%	683	0	0	0	N/A	0	***3,541***	*3,254*
	Total Special Revenue	*48,336*	36,831	37,835	1,004	103%	37,688	40,980	32,061	8,918	78%	31,694	***54,109***	***48,336***
CAPITAL PROJECT FUNDS														
308	General Facilities	*621*	28	25	(3)	89%	27	593	65	528	11%	140	***581***	*621*
310	Infrastructure	*2,290*	88	96	9	110%	92	3,263	3	3,260	0%	197	***2,383***	*2,290*
312	Comcast PEG Program	*421*	15	17	2	111%	16	120	74	46	61%	0	***364***	*421*
341	Planned Park	*1,084*	91	70	(21)	77%	58	700	672	27	96%	674	***482***	*1,084*
342	Park Impact	*680*	44	423	379	956%	39	663	20	643	3%	0	***1,083***	*680*
343	Open Space	*104*	4	3	(0)	94%	7	104	53	51	51%	0	***55***	*104*
399	Capital Improvement Projects	*3,292*	55,227	11,143	(44,084)	20%	9,545	58,797	11,474	47,323	20%	6,252	***2,962***	*3,292*
704	Special Assessment Districts	*328*	12	14	2	114%	12	0	0		N/A	0	***342***	*328*
	Total Capital Projects	*8,820*	55,509	11,792	(43,717)	21%	9,795	64,240	12,360	51,879	19%	7,263	***8,251***	***8,820***
DEBT SERVICE & OTHER FUNDS														
406	Library Bond Debt Service	*320*	697	708	11	102%	701	682	682	(1)	100%	666	***345***	*320*
501-505	Sewer Collection System	*40,307*	23,997	24,418	421	102%	18,937	37,910	16,099	21,811	42%	10,112	***48,626***	*40,307*
507	Sewer Treatment	*28,834*	3,309	3,762	453	114%	3,481	5,375	2,292	3,083	43%	2,038	***30,304***	*28,834*
525	Storm Drainage Enterprise	*1,406*	2,660	1,837	(823)	69%	1,635	3,125	2,365	760	76%	2,402	***879***	*1,406*
530	Solid Waste Management	*2,110*	689	777	88	113%	792	608	517	91	85%	550	***2,370***	*2,110*
570	Worker's Compensation	*1,837*	940	1,006	65	107%	1,029	852	902	(50)	106%	954	***1,941***	*1,837*
571	Liability Insurance	*3,324*	915	955	40	104%	420	1,393	1,046	347	75%	783	***3,233***	*3,324*
572	Self Funded Vision	*0*	0	0	0	N/A	0	0	0	0	N/A	0	***0***	*0*
573	Fleet & Equipment Management	*8,241*	5,324	5,360	36	101%	4,845	7,054	4,362	2,692	62%	4,998	***9,239***	*8,241*
574	Facilities Management	*366*	3,033	3,162	129	104%	3,351	3,172	2,604	569	82%	2,382	***925***	*366*
575	Benefit Prefunding	*1,313*	1,510	2,007	496	133%	1,474	1,586	1,692	(106)	107%	1,395	***1,627***	*1,313*
775	Successor Agency Trust Fund[1]	-	0	0	0	N/A	0	0	0		N/A	0	***0***	*0*
	Total Debt & Other	88,058	43,075	43,993	918	102%	36,664	61,758	32,561	27,062	53%	26,279	99,489	88,058
	Total All Funds	**$180,681**	**$171,041**	**$128,577**	**($42,465)**	**75%**	**$118,694**	**$207,020**	**$109,392**	**$95,494**	**53%**	**$94,839**	**$199,865**	**$180,681**

Fund Types:

General Fund - Used to account for and report all financial resources not accounted for and reported in another fund.

Special Revenue Funds - Used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects.

Capital Projects Funds - Used to account for and report financial resources that are restricted, committed, or assigned to expenditure for capital outlays, including the acquisition or construction of capital facilities and other capital ass

Debt Service & Other Funds - Includes funds used to account for and report financial resources that are restricted, committed, or assigned to expenditure for principal and interest; funds used to finance and account for special activities and services performed by a designated department for other departments in the City on a cost reimbursement basis; and funds to account for operations financed and operated in a manner similar to a private business enterprise with the intent that the cost of providing goods and services is primarily financed through user charges; and funds used to account for assets held by the City as an agent.

City of Belmont
Budget Variance Report
General Fund / All Other Funds
Results for the Period Ended June 30, 2025
(000's)

	General Fund						All Other Funds					
	Year to Date (YTD)				Annual	PY YTD	Year to Date (YTD)				Annual	PY YTD
	Budget	Actual	Variance	%	Budget	Actual	Budget	Actual	Variance	%	Budget	Actual
REVENUES												
Taxes	$23,744	$23,630	($114)	100% **a**	$23,744	$22,489	$22,592	$22,418	($174)	99% **c**	$22,592	$21,685
Licenses and permits	1,215	1,164	(51)	96%	1,215	1,280	2,385	3,258	873	137%	2,385	3,248
Intergovernmental	348	434	86	125%	348	470	12,990	2,991	(9,999)	23% **d**	12,990	6,507
Charge for services	4,318	4,276	(42)	99%	4,318	4,539	38,702	41,166	2,463	106%	38,702	39,725
Fines and forfeits	144	112	(32)	78%	144	159	-	-	-	N/A	-	-
Use of money and property	1,917	2,480	563	129%	1,917	2,750	5,334	6,815	1,481	128%	5,334	6,240
Miscellaneous	321	453	132	141%	321	370	27	1,025	998	3755%	27	(297)
Other financing sources	-	-	-	N/A	-	-	-	(1,017)	(1,017)	N/A **e**	-	14
Transfers in	1,205	-	(1,205)	0% **b**	1,205	-	55,799	19,372	(36,427)	35% **f**	55,799	9,516
Total Revenues	**33,212**	**32,549**	**(663)**	**98%**	**33,212**	**32,057**	**137,829**	**96,028**	**(41,802)**	**70%**	**137,829**	**86,638**
EXPENDITURES												
General government	8,060	7,497	(563)	93%	8,060	6,526	8,985	7,368	(1,617)	82%	8,985	7,464
Public safety	16,086	15,443	(643)	96%	16,086	15,388	13,689	13,609	(79)	99%	13,689	12,825
Streets and utilities	-	-	-	N/A	0	0	73,143	23,257	(49,886)	32%	73,143	20,116
Culture and recreation	2,911	2,796	(115)	96%	2,911	2,309	10,794	7,754	(3,040)	72%	10,794	7,142
Urban redevelopment	-	-	-	N/A	0	0	8,304	7,730	(574)	93%	8,304	9,380
Non departmental	-	-	-	N/A	0	0	2,071	759	(1,312)	37%	2,071	278
Debt service	-	-	-	N/A	0	0	5,973	3,808	(2,166)	64%	5,973	3,894
Transfer out	4,950	3,400	(1,550)	69%	4,950	3,416	52,054	15,972	(36,082)	31%	52,054	6,100
Total Expenditures	**32,007**	**29,136**	**(2,872)**	**91%**	**32,007**	**27,639**	**175,013**	**80,257**	**(94,756)**	**46%**	**175,013**	**67,199**
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	**$1,205**	**$3,413**			**$1,205**	**$4,417**	**($37,184)**	**$15,771**			**($37,184)**	**$19,438**

Management Discussion and Analysis

(Items with unfavorable budget variance more than $0.1 million)

General Fund

Revenues

a) Taxes - Transient Occupancy Taxes (TOT) actual receipt came in lower than forecast.

b) Transfers In - Transfer amount was budgeted from CIP funds that were anticipated to close after all remaining commitments are expended but did not happen in FY 2024-25.

Other Funds

Revenues

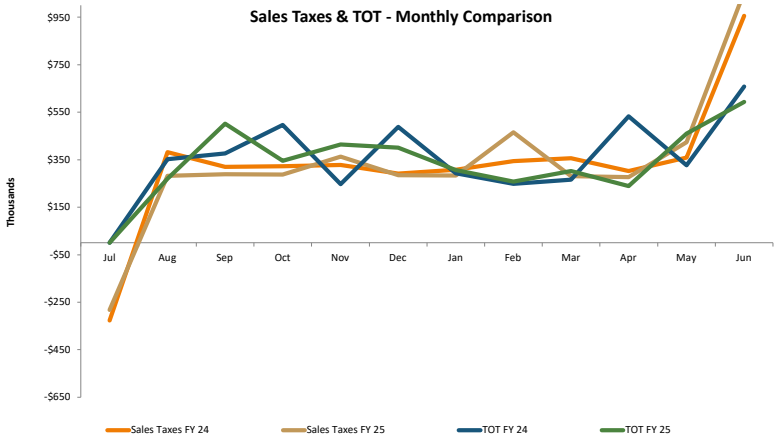
c) Taxes - Supplemental Property Taxes actual receipt in Belmont Fire Protection District Fund came in lower than forecast.

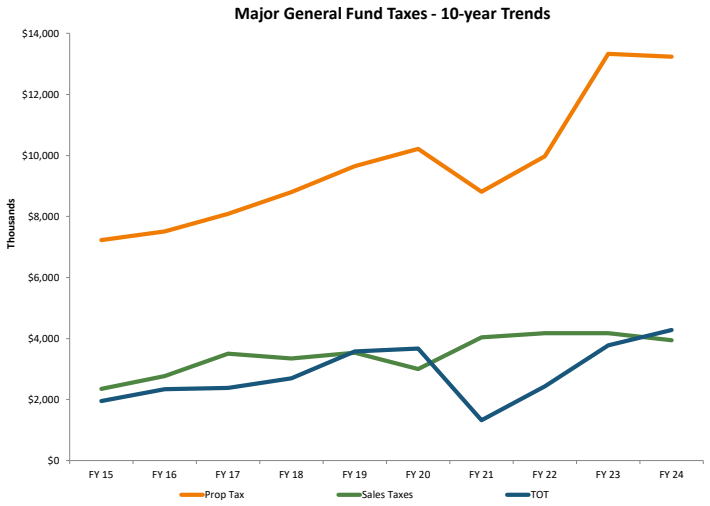
d) Intergovernmental - Grant revenue will be received and reported in a future reporting period.

e) Other Financing Sources - Accounting entry made to recognize property transfer to develop affordable housing.

f) Transfers In - Transfer amount was budgeted based on Full CIP commitments. Actual expenditures and CIP transfers are recorded as the project progresses, and any remaining budget will be carried forward to the next fiscal year or release back to funding source upon completion.

Trends





City of Belmont
Disbursements & Purchase Order Activity Report
Results for the Period Ended June 30, 2025



Disbursements Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
ADP TAX PPE 6/21/25	ADP TAX PPE 6/21/25	6/27/25	DAJ000009826	120,626.79
ADP TAX PPE 6/7/25	ADP TAX PPE 6/7/25	6/13/25	DAJ000009820	122,622.37
ADP WAGE PPE 6/21/25	ADP WAGE PPE 6/21/25	6/27/25	DAJ000009823	517,978.95
ADP WAGE PPE 6/7/25	ADP WAGE PPE 6/7/25	6/13/25	DAJ000009817	494,709.84
BAY AREA TREE SPECIALISTS	RESIDENTIAL CHIPPING SERVICES	6/20/25	EFT00039071	236,985.00
BEAR ELECTRICAL SOLUTIONS INC	Ralston Adap Signal Progress 7	6/20/25	1205722	69,056.45
CALPERS	COB HEALTH PREMIUM-JUNE	6/9/25	DAJ000009753	229,927.17
CALPERS	COB CONTRIBUTION PPE 06/27/25	6/30/25	DAJ000009797	139,281.12
CALPERS	COB CONTRIBUTION PPE 06/13/25	6/18/25	DAJ000009830	139,192.60
CALPERS	CERBT CONTRIBUTIONS	6/26/25	DAJ000009833	53,033.40
CP VII 815 BELMONT LLC	COST SHARE AGREEMENT	6/20/25	EFT00039065	238,416.91
MISSIONSQUARE	DEF COMP ACCT#302442	6/2/25	DAJ000009749	54,329.40
MISSIONSQUARE	DEF COMP ACCT$302442	6/16/25	DAJ000009762	54,458.48
MISSIOSQUARE	DEF COMP ACCT#302442	6/30/25	DAJ000009799	54,060.81
SAN MATEO COUNTY ASSESSOR-	SM Election & Reg	6/27/25	1205747	74,778.35
SILICON VALLEY CLEAN WATER	JULY CONTRIBUTIONS	6/6/25	EFT00038932	319,989.00
	Total Disbursements in Excess of $50,000			**$ 2,919,446.64**
			Total Count	**16**

Purchase Order Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
SR ROSE ENGINEERING	CIP PROJECT MANGMNTSERVICE	6/5/25	25 00128	74,990.00
PANORAMA ENVIRONMENTAL INC	CS SCHOOL EXPANSION PROJEC	6/9/25	25 00129	62,501.50
SR ROSE ENGINEERING	FIRE STATION GATE PRJ MGMT/EV CHARGER PRJ MGMT	6/23/25	25 00138	74,830.00
CALIFORNIA PUBLIC POLICY GROUP	MNTHLY STATE LOBBYING SRVCS	6/20/25	25 00141	59,400.00
MNS ENGINEERS INC	TO#4 25 SEWER REHAB PRJ CM	6/26/25	26 00006	314,340.00
GROUP 4 ARCHITECTURE RESEARCH	COB COMMUNITY CENTER REDES	6/27/25	26 00009	106,846.00
	Total Purchase Orders Issued in Excess of $50,000			**$ 692,907.50**
			Total Count	**6**

CITY OF BELMONT
TREASURER'S REPORT
June 30, 2025

Agency Receipts and Disbursements Summary

	Beginning Balance May 31, 2025	Receipts	Disbursements	Ending Balance June 30, 2025
City of Belmont	$ 141,003,637.77	$ 6,952,012.39	$ (8,294,218.14)	$ 139,661,432.02
Belmont Fire Protection District	31,278,711.40	287,274.43	(303,299.09)	$ 31,262,686.74
Total	**$ 172,282,349.17**	**$ 7,239,286.82**	**$ (8,597,517.23)**	**$ 170,924,118.76**
				-

Balance Summary

	Deposit	Investments	Pool Total
City of Belmont & Belmont Fire Protection District	**$ 18,675,157.85**	**$ 152,248,960.91**	**$ 170,924,118.76**
			-

The Finance Department has held off on reporting the June 2025 Monthly Financial Report to Council until October 2025 to account for the required journal entries for year-end close and final audit preparation that had a material impact on revenues and expenses.

I certify that this report accurately reflects all investments of City of Belmont and Belmont Fire Protection District, and is in conformance with the adopted Investment Policy mandated by Government Code 53646. Furthermore, I certify to the best of my knowledge, sufficient investment liquidity and anticipated revenues are available to meet the Agency's budgeted expenditure requirement for the next six months.

Respectfully Submitted,

s/b Grace Castaneda

Grace Castaneda
City Treasurer

CITY OF BELMONT
TREASURER'S REPORT
June 30, 2025

Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest Total	Investment Period	Rate	Pricing Source	Manager
Deposit									
General Account	Wells Fargo		$ 18,675,157.85	$ 18,675,157.85				Bank	Bank
Investments:									
L.A.I.F.-POOL	State of California	Daily	148,630,223.48	148,808,328.56	528,752.02	90 days	4.269%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	3,618,737.43	3,623,073.80	12,873.66	90 days	4.269%	LAIF	LAIF
Total			**$ 170,924,118.76**	**$ 171,106,560.21**	**$ 541,625.68**				



	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25
LAIF-POOL	148,650,443	138,672,002	138,272,002	132,972,002	131,234,515	132,734,515	145,434,515	145,434,515	148,989,576	148,989,576	148,630,223	148,630,223	148,630,223
LAIF-BOND	5,520,355	5,584,201	5,288,201	5,288,201	5,160,156	5,099,509	5,099,509	5,099,509	4,433,156	4,433,156	4,485,737	4,485,737	3,618,737
INTEREST RATE	4.480%	4.516%	4.579%	4.575%	4.518%	4.477%	4.434%	4.434%	4.333%	4.313%	4.281%	4.272%	4.269%

STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont
Staff Contact:	Tobi Liebermann, Housing and Economic Development Manager
Agenda Title:	Memorandum of Understanding Related to Multi-Jurisdictional Grand Nexus and Feasibility Study
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and enter into a Memorandum of Understanding with the Cities of Brisbane, Daly City, East Palo Alto, Half Moon Bay, Menlo Park, Pacifica, Redwood City, San Bruno, San Mateo, the County of San Mateo, and Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative (CPC), for the purpose of studying the feasibility and complying with the legal requirements of inclusionary housing and commercial linkage fee requirements, and sharing analysis and resources for greater efficiency for the eleven jurisdictions participating in this collaborative effort known as the Multi-Jurisdictional Grand Nexus and Feasibility Study (Grand Nexus Study).

Strategic Focus Area

Economic Development and Housing

Background

The County of San Mateo and the cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives as part of the 21 Elements Planning Collaborative. In the spirit of this cooperation, the City of Belmont applied to the Metropolitan Transportation Commission (MTC) for a Transit Oriented Communities (TOC) Planning and Implementation Grant on behalf of the Cities of Belmont, Brisbane, Daly City, Menlo Park, Redwood City, San Bruno, and San Mateo and received such grant in the amount of $500,000. The grant will fund updates to the participating cities' inclusionary housing and commercial linkage fee programs to facilitate compliance with TOC housing policies.

The City of Belmont submitted the application on behalf of all the participating jurisdictions and has agreed to administer the grant funds as the fiscal agent. The County of San Mateo agreed to manage the procurement process for a Grand Nexus Study consultant and act as fiscal agent with respect to consultant contract administration on behalf of the participating jurisdictions. After the City was notified of the grant award, the City Council approved entering into a Master Funding Agreement with MTC to facilitate the receipt of the MTC grant funds on April 22, 2025 by passing Resolution Number 2025-31, which authorizes a budget appropriation to account for the $500,000 grant award and related grant expenditures in the Affordable Housing Fund.

Analysis

Belmont committed to updating its affordable housing fee program and affordable housing requirements for new residential and non-residential developments in its adopted 2023-2031 Housing Element. At the same time, Belmont is striving to meet the requirements of TOC housing policies, including inclusionary housing and affordable housing funding programs. The Grand Nexus Study will help Belmont achieve these two goals. The MOU with San Mateo County, CPC, and other jurisdictions in the County will facilitate the study and outlines each participant's responsibilities.

Community Planning Collaborative, the consulting firm that manages the countywide 21 Elements housing collaborative, is under contract with the County of San Mateo to serve as the project manager for this multijurisdictional effort. Through a competitive bidding and a request for proposal process facilitated by the County of San Mateo and Community Planning Collaborative, Strategic Economics was chosen as the firm to provide consulting services for the outreach, analysis and planning associated with the project.

An inter-agency Memorandum of Understanding (MOU) is being drafted by the County of San Mateo to formalize the roles and responsibilities of the parties involved in this project. Key provisions of the agreement address Belmont's management of grant funds, the County's designation as fiscal agent for the consultant, CPC's role as project manager, and the terms for funding and payments. The MOU is currently under review by all of the participating cities and is anticipated to be finalized and adopted in November 2025.

Alternatives

1. Take no action
2. Refer back to staff for more information

Attachments

A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The current fiscal year 2025-26 budget included $500,000 in MTC TOC grant award of $500,000 (Account# 275-5-902-6359) and corresponding grant expenditures (Account# 275-5-902-8351) in the Affordable Housing Fund.

Source:	Purpose:	Public Outreach:
Staff	Statutory/Contractual Requirement	Posting of Agenda

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ENTER INTO A MEMORANDUM OF UNDERSTANDING RELATED TO A MULTI-JURISDICTIONAL GRAND NEXUS AND FEASIBILITY STUDY

WHEREAS, The County of San Mateo and the cities and towns in San Mateo County have a strong history of collaboration and resource sharing on various planning studies and initiatives as part of the 21 Elements Planning Collaborative, including the Multi-Jurisdictional Grand Nexus and Feasibility Study ("PROJECT"); and,

WHEREAS, the purpose of this PROJECT is to study updates to jurisdictions inclusionary housing and commercial linkage fees by sharing analysis and resources for greater efficiency for the eleven jurisdictions participating in this collaborative effort, which include the City of Belmont, the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, and the County of San Mateo (collectively, "PARTICIPATING JURISDICTIONS"); and,

WHEREAS, The City of Belmont applied to the Metropolitan Transportation Commission (MTC) for a Transit Oriented Communities (TOC) Planning and Implementation Grant on behalf of the City of Belmont, the City of Brisbane, the City of Daly City, the City of Menlo Park, the City of Redwood City, the City of San Bruno, and the City of San Mateo and received such a grant in the amount of $500,000 from MTC; and,

WHEREAS, The County of San Mateo agreed to manage the Grand Nexus Study consultant procurement process and act as fiscal agent with respect to consultant contract administration on behalf of the participating jurisdictions while the City of Belmont will serve as the primary point of contact with MTC and as the lead administrator for the MTC grant funds and will provide necessary documentation in order to receive grant disbursements; and,

WHEREAS, through competitive bidding and a request for proposal ("RFP") process facilitated by the County of San Mateo and Community Planning Collaborative, Strategic Economics ("CONTRACTOR") was chosen as the firm to provide consulting services for the outreach, analysis and planning associated with the PROJECT; and,

WHEREAS, the County of San Mateo will serve as fiscal agent ("FISCAL AGENT") for the PROJECT and will enter into a separate contract with CONTRACTOR and oversee the payment of invoices on behalf of the PARTICIPATING JURISDICTIONS; and,

WHEREAS, Baird + Driskell + Abrams Community Planning will continue to serve as the PROJECT MANAGER for the collaborative effort for the duration of the PROJECT; and,

WHEREAS, all PARTICIPATING JURISDICTIONS will enter into a Memorandum of Understanding with the PROJECT MANAGER outlining the roles of each PARTICIPATING JURISDICTION, the CONTRACTOR, the PROJECT MANAGER, and the

funding obligations for the PROJECT.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to negotiate and enter into a Memorandum of Understanding with the City of Brisbane, the City of Daly City, the City of East Palo Alto, the City of Half Moon Bay, the City of Menlo Park, the City of Pacifica, the City of Redwood City, the City of San Bruno, the City of San Mateo, the County of San Mateo, and Baird + Driskell + Abrams Community Planning, dba Community Planning Collaborative (CPC) for the purpose of studying the feasibility and complying with the legal requirements of inclusionary housing and commercial linkage fee requirements by sharing analysis and resources for greater efficiency for the eleven jurisdictions participating in this collaborative effort known as the Multi-Jurisdictional Grand Nexus and Feasibility Study (Grand Nexus Study).

* * *

ADOPTED October 14, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998, bnguyen@belmont.gov
Agenda Title:	718 Alameda de las Pulgas Permanent Encroachment Agreement
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving a Permanent Encroachment Agreement for a retaining wall within the public right-of-way at 718 Alameda de las Pulgas (APN 044-043-200).

Strategic Focus Area

Infrastructure and Mobility

Background

In 2021, the City's Building Department approved a building permit for the construction of a two-story garage and in-law unit addition with significant frontage improvements at 718 Alameda de las Pulgas (APN 044-043-200). The work required the installation of frontage sidewalk per City policy(BCC 7-13 (a) (b), 22-62, Resolution 2013-004). To construct this sidewalk, the project proposed the installation of a concrete retaining wall along the frontage of the subject property, which encroaches into the public right-of-way.

The City Council adopted Ordinance Number 994 as codified in Section 22-6 of the Municipal Code regulating encroachments in the public right-of-way on December 9, 2003. This Code gives the City Council the sole authority to issue permits for permanent or unusual encroachments that include above ground structures such as retaining walls, fences, poles, and awnings. This class of encroachment is commonly known as "permanent encroachment," even though the City retains the right to revoke the permit and require removal if the structure is not being used or if it interferes with planned public improvements. Section 22-6(b) requires the Director of Public Works to review all permanent encroachment applications. If the Director finds that the application is in compliance with the Municipal Code, the Director will recommend approval of the encroachment with conditions necessary to protect the health and safety of the public and the City. The City Council may choose to approve or to conditionally approve the application.

The plans were approved under the condition that the proposed wall would need a Permanent Encroachment Agreement in place with City Council Approval. The wall was constructed in October 2023 without an approved and recorded Permanent Encroachment Agreement and is now requesting a Permanent Encroachment Agreement after the fact.

Analysis

The permit applicant of 718 Alameda de las Pulgas (APN 044-043-200) has now submitted a Permanent Encroachment Permit Application to allow the existing encroachment in the public right-of-way as indicated in Exhibit B and shown in the site photos of Exhibit C, attached. Staff and the Public Works Director have reviewed the application and found that the improvements are in compliance with the City Code. The City Council may choose to approve or to conditionally approve the request only if it considers that there is some public benefit for the encroachment. BCC Section 22-6(e)(1) provides examples of acceptable public benefits, such as added off-street parking, sidewalk or safer sight distance, reduced amount of grading onsite, and replacement or improvement of an existing undesirable physical condition or provide other neighborhood betterment.

The proposed improvements within the right-of-way provides a public benefit for pedestrian walkway along the frontage of the property and increasing sight distance along Alameda de las Pulgas. The public right of way includes the roadway, and an area beyond it to accommodate other public improvements such as utilities, sidewalk, signs, etc. The proposed retaining wall does not impact the roadway width. In accordance with BCC Section 22-6(d), notices were sent to all affected properties within 300 feet of the project location.

Alternatives

1. Take no action.
2. Refer back to staff for more information

Attachments

A. Resolution
B. Exhibit A – Signed copy of the Permanent Encroachment Agreement
C. Exhibit B – Site Plan showing location, elevation, and details of the proposed retaining wall.
D. Exhibit C – Site Photos

Fiscal Impact

☐ No Fiscal Impact
☒ Funding Source Confirmed: Applicant has paid the applicable permit fee.

Source:	**Purpose:**	**Public Outreach:**
Staff	Discretionary Action	Other*

*Insert additional information, or delete if not used

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING A PERMANENT ENCROACHMENT AGREEMENT FOR A RETAINING WALL WITHIN THE PUBLIC RIGHT-OF-WAY AT 718 ALAMEDA DE LAS PULGAS (APN 044-043-200).

WHEREAS, the City of Belmont is authorized by Belmont City Code (BCC) Section 22-6 to issue encroachment permits for construction of structures in the public right-of-way; and,

WHEREAS, the applicant of 718 Alameda de las Pulgas (APN 044-043-200) has submitted a Permanent Encroachment Permit Application for a Permanent Encroachment Agreement as indicated in Exhibit A to allow encroachment into the public right-of-way as indicated in Exhibit B; and,

WHEREAS, the Public Works Director reviewed the application and determined that the application is in accordance with the requirements of BCC Section 22-6(e); and,

WHEREAS, the encroaching structure in connection with this agreement will be constructed in accordance with City standards at the location shown in Exhibit B.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. In accordance with BCC Section 22-6(e), the City Council finds:

(a) There is a public benefit to the encroachments as the encroachment provides space for a sidewalk, thus improving pedestrian safety, access, and sight distances; and,

(b) The encroachment will not unduly restrict the public right-of-way or public water course for other typical uses; and,

(c) The City will be duly protected from liability for injury to persons and property; and,

(d) The required bonds will guarantee the faithful performance of all conditions and requirements specified in the encroachment agreement.

(e) The encroachment is not solely for increasing the usable area of a private residence or business without a public benefit.

SECTION 2. The City Council authorizes the City Manager to execute the Permanent Encroachment Agreement on behalf of the City of Belmont.

SECTION 3. The City Council authorizes the City Clerk to file the Agreement with the County Recorder.

SECTION 4. The Permanent Encroachment Permit is approved subject to following conditions of approval which must be strictly complied with:

(a) The encroached structure shall be constructed according to the approved plans unless otherwise approved by the Director of Public Works and will be included as part of the project; and,

(b) The property owners shall be responsible and bear all costs to maintain the encroachment and necessary to remove the encroachment in the event as determined by the Director of Public Works; and,

(c) The property owners shall be responsible for any restoration required as a consequence of work authorized by the City of Belmont within the public right-of-way.

* * *

ADOPTED October 14, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:
City of Belmont
One Twin Pines Lane
Belmont, California 94002-3893
Attention: City Clerk, Suite 375

Exempt from recording fee under
Government Code §27383.

AGREEMENT FOR
Permanent Encroachment Permit

Application

Permittee Name	Property Address of Encroachment	Assessor's Parcel Number
JOHN O' DONNELL	718 ALAMEDA DE LAS PULGAS	044-043-200
Permittee Mailing Address	**City State Zip**	**Legal description of property**
718 ALAMEDA DE LAS PULGAS	BELMONT, CA 94002	LOT BLOCK 3 BELMONT COUNTRY CLUB, PROP 2 RSM 12/13 to 17 CITY OF BELMONT
City State Zip	**Description of Encroachment**	
BELMONT CA 94002	RETAINING WALLS	
Phone No. (Day/Night)		
(650) 303-0278 / (650) 303-9192		
Email Address		
GPjod@yahoo.com Jeannieichiban1@gmail.com		

Agreement

In consideration for permission to install the permanent encroachment described above within the right-of-way adjacent to the encroachment property address listed above, Permittee agrees as follows.

Permittee agrees to perform all work as specified in BCC Chapter 7 as amended, and in specifications, detail plans and the Building Codes of the City of Belmont, and in all special provisions made a part of this permit, whether written or oral, and to the satisfaction of the Director of Public Works. Permittee agrees to comply with all regulations and ordinances of the City of Belmont in constructing and maintaining the encroachment. Permittee agrees to promptly pay for any construction necessary for the encroachment and upon completion not allow any lien to be filed with respect thereto. Permittee agrees to maintain the encroachment in good repair at permittee's sole cost, and if requested, to remove the encroachment or portion thereof in accordance with Belmont City Code Sections 22-9 and 22-10 at permittee's cost and without compensation. Permittee acknowledges that the city has no obligation to accept or maintain the encroachment.

Permittee agrees to immediately indemnify and defend the City and its elected officials, officers, employees and agents from all claims of every kind, nature and description arising from, or out of work, connected with this permit. Permittee agrees to maintain insurance Permittee agrees to reimburse the City for all costs and reasonably attorney's fees incurred in enforcing the terms and conditions of this permit.

Permittee acknowledges and agrees that this agreement is binding upon the heirs, executors, administrators, successors, and assigns of Permittee and upon the successors in interest of the real property described above and that the City may cause this agreement to be recorded against permittee's property benefitted by the encroachment.

By my signature below, I certify to each of the above and the following: I am the property owner or authorized to act on the property owner's behalf. I have read the above application and state that the information given is correct. I agree to comply with all state laws and city and county ordinances relating to building construction and authorize representatives of the City of Belmont Community Development and Public Works Departments to enter upon the property for which I have applied for this permit for the purpose of making inspections.

(Each property owner must print and sign in blue ink)

JN

Signature: _____ Print Name: JEAN NAUGHTON Date: 9/15/25 ~~SEP 12th 2025~~

Signature: _____ Print Name: JOHN O'DONNELL Date: SEPTEMBER 15TH 2025. ~~SEP 12th 2025~~

Please attach Notarial Acknowledgement on 8½" x 11" paper for signature(s)

PLEASE SEE ATTACHED
ACKNOWLEDGEMENT/JURAT
FROM NOTARY PUBLIC

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Mateo)

On September 15, 2025 before me, Jose Manjarrez Huipio, Notary Public
(insert name and title of the officer)

personally appeared Jean Naughton, John O'Donnell,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

JAS1 JOSE MANJARREZ HUIPIO
COMM. # 2512605
NOTARY PUBLIC • CALIFORNIA
SAN MATEO COUNTY
MY COMMISSION EXPIRES
FEB. 17, 2029 JAS1

Signature _____ (Seal)

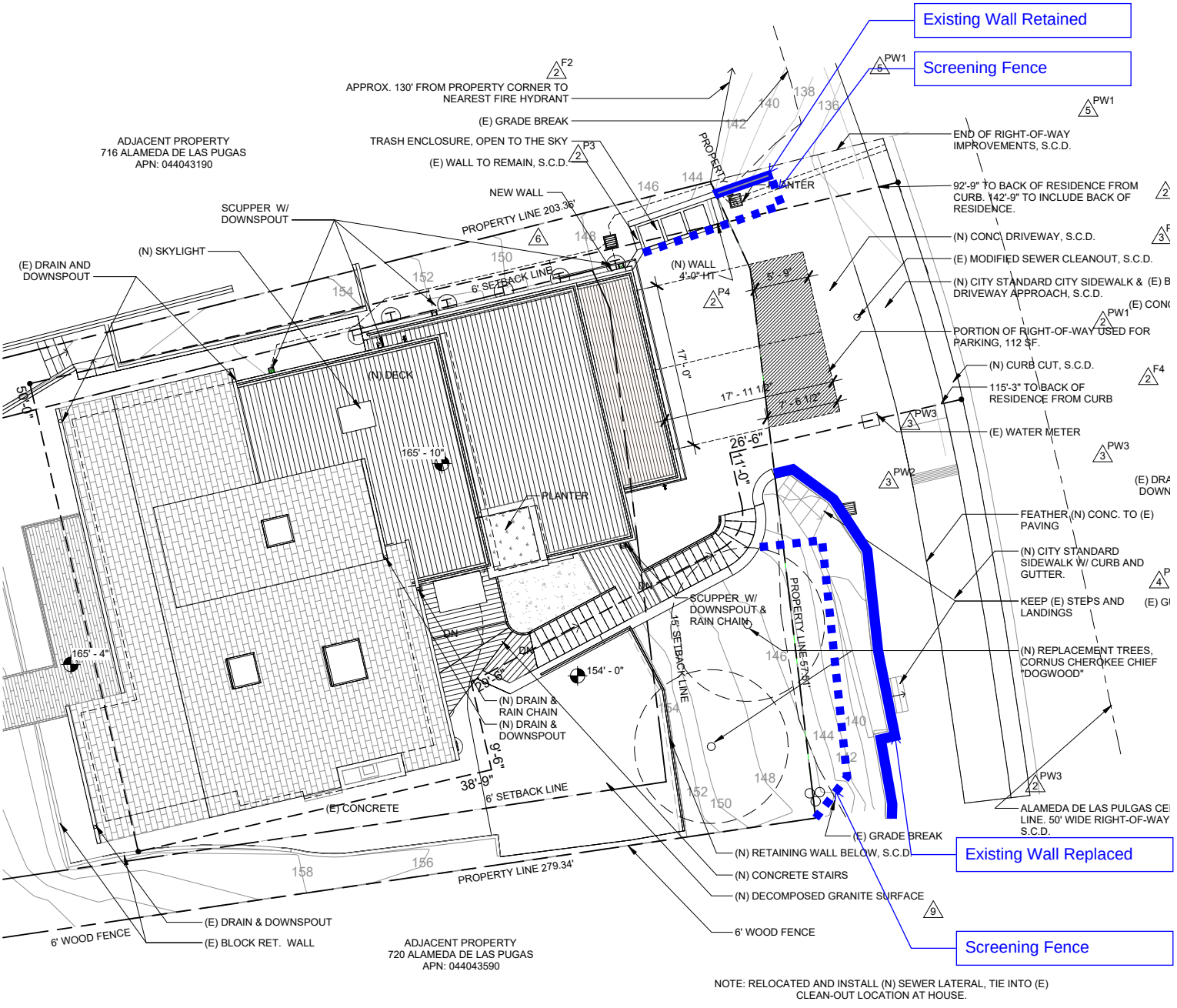


EXHIBIT B - PROPOSED SITE PLAN

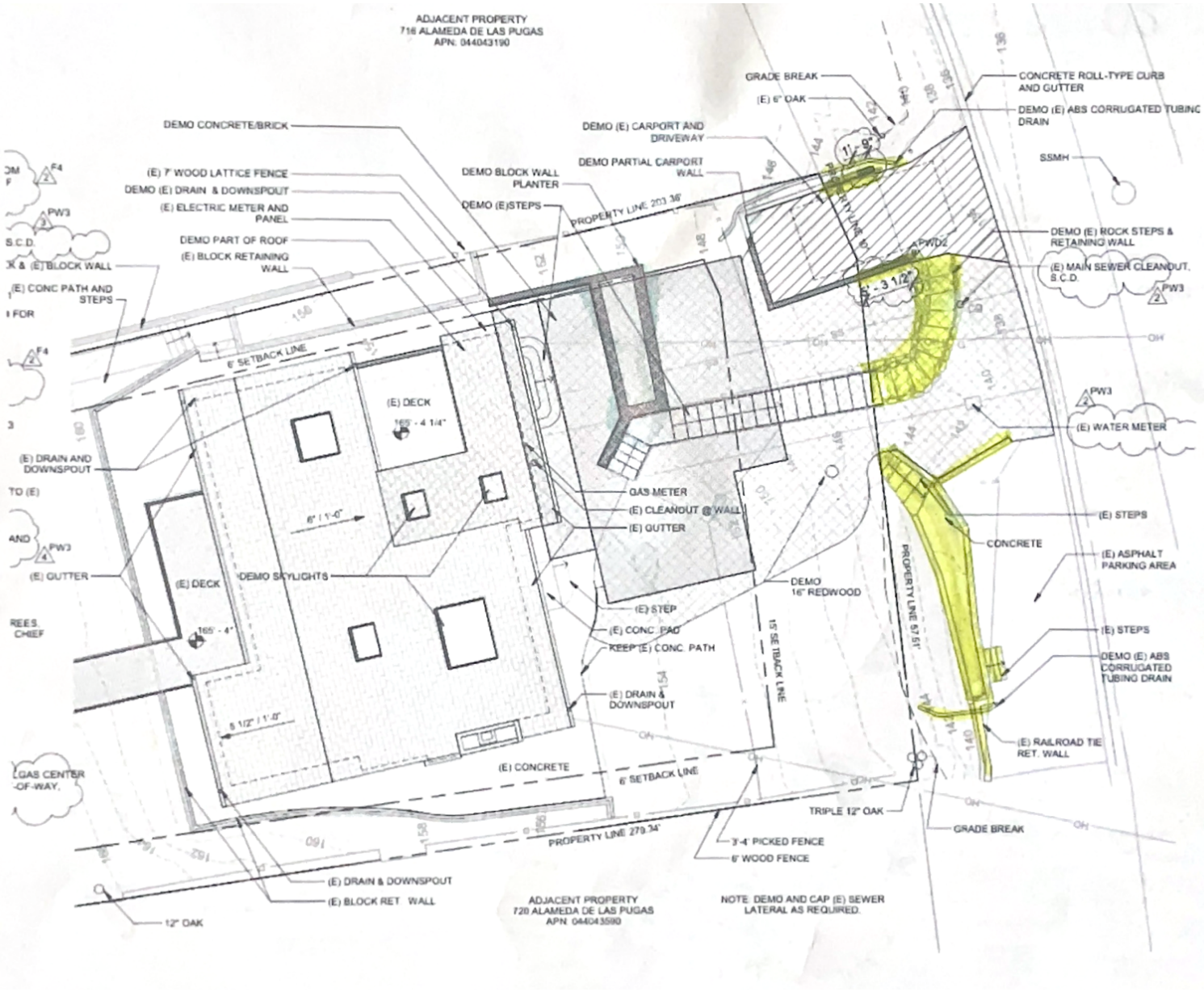
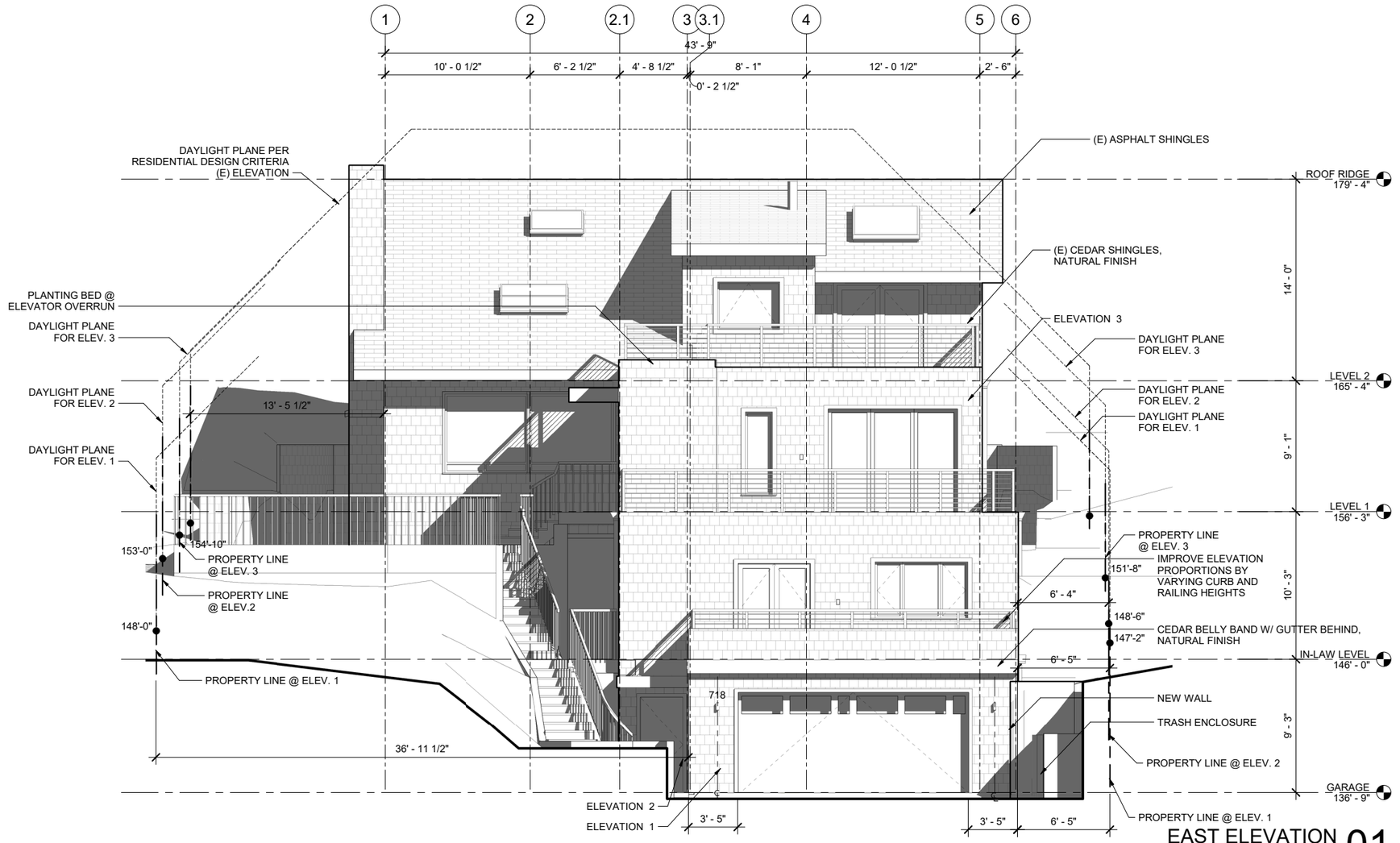


EXHIBIT B - EXISTING SITE PLAN

EXHIBIT B - BUILDING ELEVATIONS



EAST ELEVATION 01

1/4" = 1'-0"

PROJECT:

ADLP RESIDENCE

718 ALAMEDA DE LAS PULGAS, BELMONT, CA 94002

OWNER:

JOHN O'DONNELL & JEAN NAUGHTON
718 ALAMEDA DE LAS PULGAS, BELMONT, CA 94002

ARCHITECT:

CURRANTWORKS
C/O ANNA CURRANT
1290 HOWARD AVE. STE 320
BURLINGAME, CA 94010

STRUCTURAL ENGINEER:

SUSIE CHO LEE, P.E.
415.810.2672
SUSIECHOLEE.PE@GMAIL.COM

CIVIL ENGINEER:

VECTOR VISION
C/O BAHRAM MOZAYENY
650.307.0370
VECTORVISIONPC @COMCAST.NET

SEAL AND SIGNATURE:

DATE:

ISSUED FOR

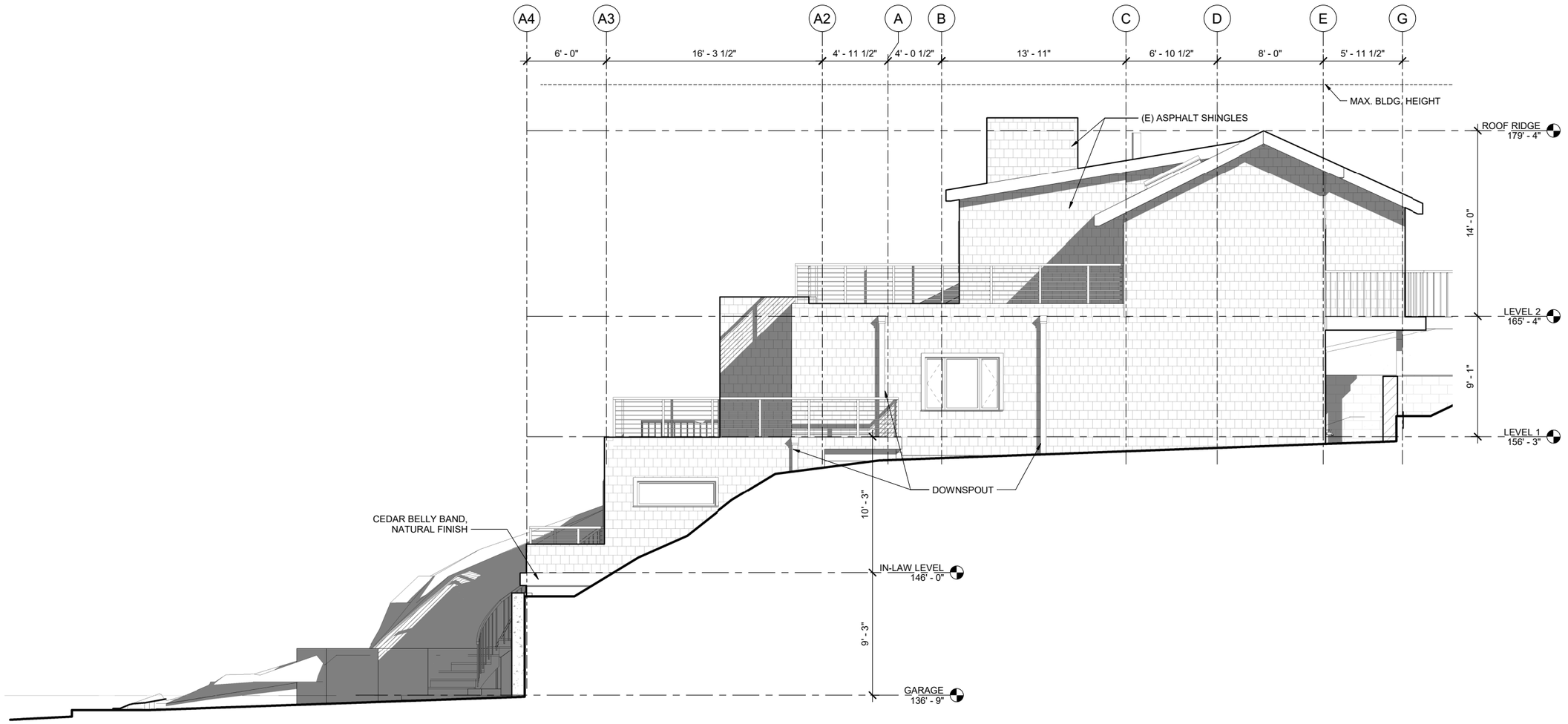
NO.	DESCRIPTION	DATE
1	PLANNING SET	01/15/2019

SHEET NAME:
EAST ELEVATION

SCALE:
1/4" = 1'-0"

SHEET NO:
A4.3

EXHIBIT B - BUILDING ELEVATIONS



NORTH ELEVATION 01
1/4" = 1'-0"

PROJECT:

ADLP RESIDENCE
718 ALAMEDA DE LAS PULGAS, BELMONT, CA 94002

OWNER:

JOHN O'DONNELL & JEAN NAUGHTON
718 ALAMEDA DE LAS PULGAS, BELMONT, CA 94002

ARCHITECT:

CURRANTWORKS
C/O ANNA CURRANT
1290 HOWARD AVE. STE 320
BURLINGAME, CA 94010

STRUCTURAL ENGINEER:

SUSIE CHO LEE, P.E.
415.810.2672
SUSIECHOLEE.PE@GMAIL.COM

CIVIL ENGINEER:

VECTOR VISION
C/O BAHRAM MOZAYENY
650.307.0370
VECTORVISIONPC @COMCAST.NET

SEAL AND SIGNATURE:

DATE:

ISSUED FOR

NO.	DESCRIPTION	DATE
1	PLANNING SET	01/15/2019

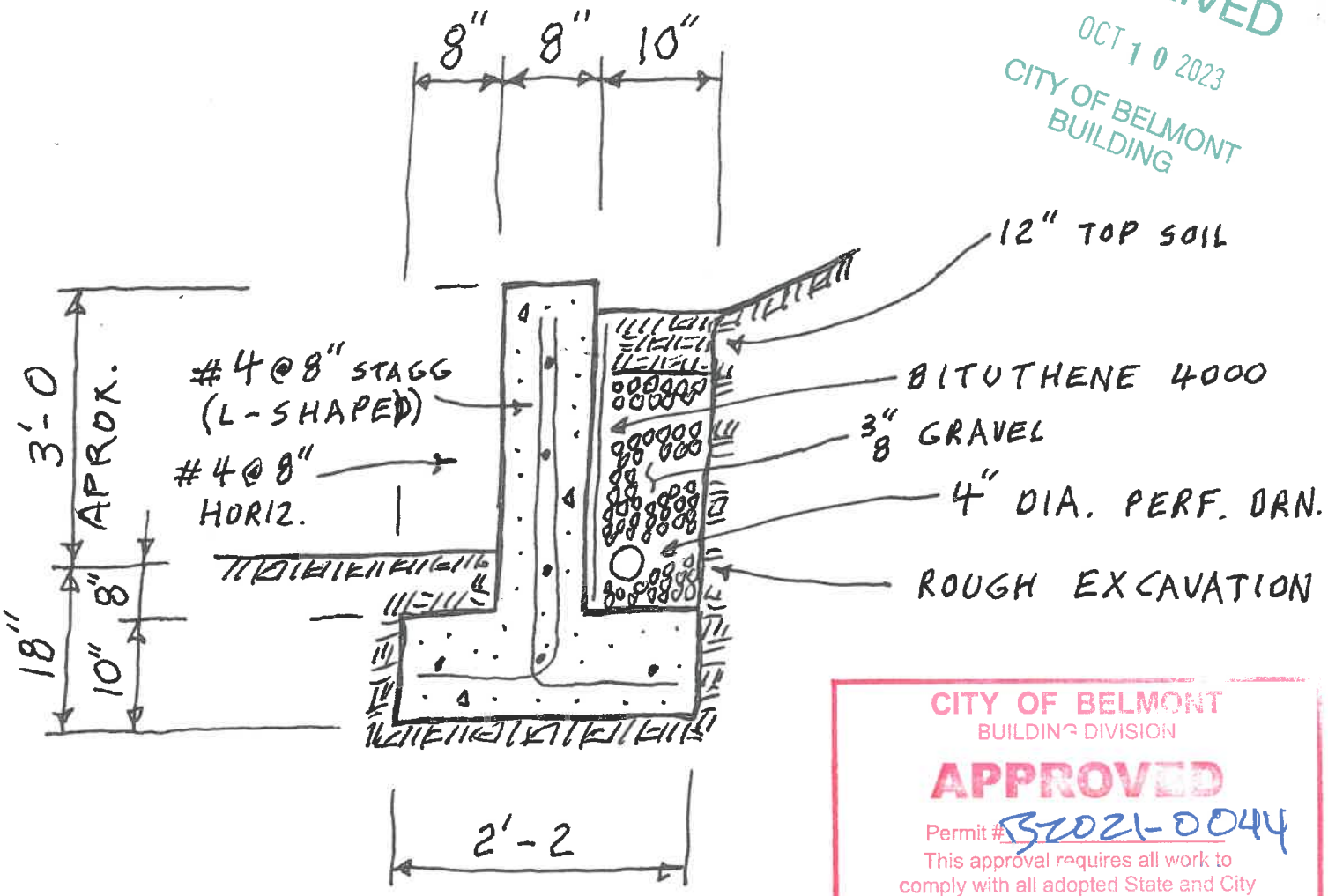
SHEET NAME:
NORTH ELEVATION

SCALE:
1/4" = 1'-0"

SHEET NO:
A4.4

10CT23

RECEIVED
OCT 10 2023
CITY OF BELMONT
BUILDING



CITY OF BELMONT
BUILDING DIVISION
APPROVED
Permit # BZ021-0044
This approval requires all work to comply with all adopted State and City Building Codes and Zoning Ordinances.
This Plan Must Be Kept On The Job Site
Date 10/12/23 By

3' HIGH RETAINING WALL @ FRONT LEFT OF PROPERTY

REGISTERED PROFESSIONAL ENGINEER
THOMAS S. PODESTA
C 37028
EXP. 06/30/2024
CIVIL
STATE OF CALIFORNIA

Thomas S. Podesta

718 Alameda De Las Pulgas
Belmont, CA., 94002

EXHIBIT B - WALL CONSTRUCTION DETAIL

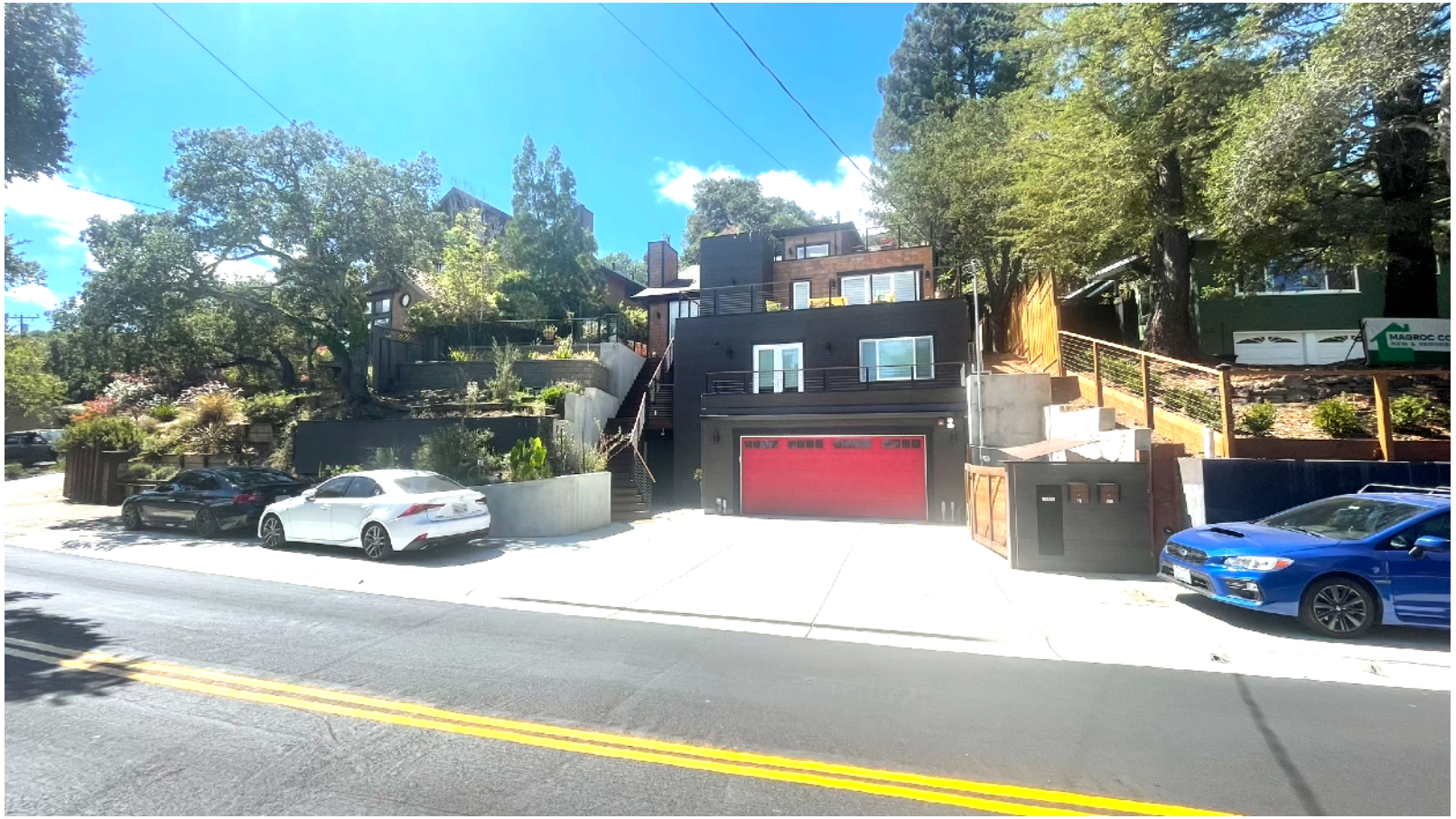


EXHIBIT C - SITE PHOTOS

Overview of Front of property




PACKAGES
718
718A

STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works
Agenda Title:	Caltrans Project Specific Maintenance Agreement
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a Project Specific Maintenance Agreement between the City of Belmont and Caltrans for the construction of a High-Intensity Activated Crosswalk (HAWK) crossing. Hill Street and El Camino Real.

Strategic Focus Area

Infrastructure and Mobility

Background

In 2016, the City Council adopted the City of Belmont 2016 Comprehensive Pedestrian/Bicycle Plan. The plan provided operational planning and guiding principles to improve walking and biking as modes of travel for both commuting and recreational purposes. The primary objective of the plan is to increase usage of public facilities by pedestrians and bicyclists with benefits in health, reduction in vehicular traffic, air pollution, and energy consumption.

In 2017, the City Council approved the Belmont Village Specific Plan (BVSP). The BVSP updated land in the downtown and transit-oriented core area to accommodate planned affordable housing and multi-family mixed use developments. Several new multi-family developments have been built or are under construction since BVSP update. The pedestrian and bicyclist activity are steadily increasing within the city limits and particularly around the Belmont Village core.

In August 2022, SMCTA announced the Cycle 6 Pedestrian and Bicycle Program to help fund local projects that improve accessibility and safety for walking and bicycling. City staff is planning to implement the recommendations set forth by both the Comprehensive Pedestrian/Bicycle Plan and the BVSP with the Belmont Village Pedestrian/Bike Improvement Project (Project). To help fund the project, City staffhad applied for SMCTA’s funding program and wasawarded $300,000 in funds for the Project.

Analysis

The Project proposes installation of a HAWK at the El Camino Real / Hill Street intersection to improve safety and accessibility for the surrounding residential neighborhoods and affordable housing developments crossing El Camino Real to Belmont's Caltrain station.

Staff is currently working with Caltrans on obtaining encroachment permits for work within the Caltrans right-of-way. As part of the permitting process, Caltrans requires the City of Belmont to enter into a Project Specific Maintenance Agreement for all built elements relating to the HAWK Crossing. This includes hardscape, landscape, underground electrical, hybrid beacon, street lighting, and all other electrical equipment.

Alternatives

1. Take no action.
2. Refer back to staff for more information

Attachments

A. Project Specific Maintenance Agreement
Insert Attachments – list in order with resolution first.

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: $300,000 from Capital Improvement Program (CIP) Hill Street HAWK Signal Project #3232, funded by Caltrans / SMCTA, Account 399-3-730-3232-9030.

Source:	**Purpose:**	**Public Outreach:**
Council	Statutory/Contractual Requirement	Posting of Agenda

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT UTHORIZING THE CITY MANAGER TO EXECUTE A PROJECT SPECIFIC MAINTENANCE AGREEMENT BETWEEN THE CITY OF BELMONT AND CALTRANS FOR THE HIGH-INTENSITY ACTIVATED CROSSWALK (HAWK) PROJECT AT HILL STREET AND EL CAMINO REAL.

WHEREAS, The Project proposes installation of a HAWK at the El Camino Real / Hill Street intersection to improve safety and accessibility for the surrounding residential neighborhoods and affordable housing developments crossing El Camino Real to Belmont's Caltrain station.; and,

WHEREAS, Staff is currently working with Caltrans on obtaining encroachment permits for work within the Caltrans right-of-way. As part of the permitting process, Caltrans requires the City of Belmont to enter into a Project Specific Maintenance Agreement for all built elements relating to the HAWK crossing. This includes hardscape, landscape, underground electrical, hybrid beacon, street lighting, and all other electrical equipment..

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows:

SECTION 1. The City Manager is authorized to execute an Project Specific Maintenance Agreement between the City of Belmont and Caltrans for the High-Intensity Activated Crosswalk project at Hill Street and El Camino Real.

* * *

ADOPTED October 14, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

ATTACHMENT A

o

PROJECT SPECIFIC MAINTENANCE AGREEMENT
WITH
CITY OF BELMONT

This Project Specific Maintenance Agreement ("AGREEMENT") is made effective this _____ day of _____, 20___, by and between the State of California, acting by and through the Department of Transportation ("STATE"), and the City of Belmont ("LOCAL AGENCY"); each may be referred to individually as a "PARTY" and jointly as "PARTIES."

RECITALS

1. WHEREAS, a Encroachment Permit No._____ dated _____ was executed between LOCAL AGENCY and STATE to document the understanding between PARTIES regarding the planned improvement of the State Highway Route (SR) 82 at the intersection with Hill Street; the assets of the local street and road system required for the development of that portion of SR 82 at Postmile 7.79; within the jurisdictional limits of the LOCAL AGENCY.

2. WHEREAS, the PARTIES hereto mutually desire to identify the maintenance responsibilities for the features and improvements, as defined herein, constructed or installed within the STATE right of way.

3. WHEREAS, the PARTIES executed prior Maintenance Agreement(s). This AGREEMENT shall supersede prior Maintenance Agreement(s) where a conflict of terms exists within the same limits as this AGREEMENT.

4. Categories of assets covered under this AGREEMENT are as shown in Exhibit

   A. **Landscaped Areas** – These areas include hardscaping, planting, vegetation, and related landscaping improvements.

   B. **Crosswalk** – Designated locations for pedestrians who are crossing roadways by defining and delineating paths on approaches to and within signalized intersections, and on approaches to other intersections where traffic stops.

5. Definitions of SHS facilities components.

   A. **Lighting** – Electrical lamps and light posts installed within STATE ROW.
   B. **Sidewalk** – A paved path along the side of a road.
   C. **Signage** – Signs installed or approved by STATE.
   D. **Structural/Roadway Drainage Facilities** – Any facility that provides drainage to any location, including, but not limited to, culverts, wing walls, drains, drain inlets, gutters, curbs, and inlet grates.

OPERATIVE PROVISIONS

1. **Prior Freeway Maintenance Agreements.** This AGREEMENT shall not terminate the PARTIES' prior Freeway Maintenance Agreement(s) or any other maintenance agreements, if any exist within the same limits as this AGREEMENT. In case of inconsistency between prior maintenance agreements and this AGREEMENT, the terms of this AGREEMENT will prevail with regard to the scope of this AGREEMENT.

2. **Maintenance Standards.** PARTIES shall perform all maintenance in compliance with the standards set forth in Streets and Highways Code section 27, and in accordance with California laws, regulations, and STATE standards, including STATE'S Maintenance Manual, Code of Safe Operating Practices, policies, procedures, and specifications in effect and as amended. "Maintain" or "Maintenance" under this AGREEMENT includes routine inspections, repairs, cleaning, and State approved replacements.

3. **Revising Exhibits.** When another planned future improvement has been constructed and/or a revision to SHS facilities has been affected within the limits of the improvement covered by this AGREEMENT, PARTIES can revise this AGREEMENT by mutually amending, replacing, or providing additional pages to the Exhibits that must be signed by authorized representatives of PARTIES. No formal amendment to the body of this AGREEMENT will be necessary. The revised exhibit will thereafter supersede the previous Exhibit and become part of this AGREEMENT.

4. **Amendment to Agreement**. Except as provided in the preceding section concerning Exhibit amendments, the terms of this AGREEMENT can be changed only by a formal written amendment executed by all PARTIES.

5. **Successors.** This AGREEMENT shall be binding upon and inure to the benefit of each of the PARTIES and their respective successors-in-interest including, any subsequently incorporated city or other municipality established within the LOCAL AGENCY's jurisdictional limits. If the successor city or municipality fails to enter into a new agreement with STATE to accept the obligations of the

LOCAL AGENCY, LOCAL AGENCY shall continue to be contractually bound to STATE by the terms of this AGREEMENT.

6. **Encroachment Permits.** Before LOCAL AGENCY may enter STATE ROW to install any encroachment or perform any maintenance or work in the areas covered by this AGREEMENT, LOCAL AGENCY must first apply for and obtain an encroachment permit(s) from the STATE's District 04 Encroachment Permit Office as per STATE's EP policy. An encroachment permit issued by the STATE will be at no cost to LOCAL AGENCY and may be made valid for an extended period of time.

7. **Intersection.** LOCAL AGENCY shall maintain SR-82 and Hill Street Intersection as follows and as shown in Exhibit A:

   A. LOCAL AGENCY, at LOCAL AGENCY's expense, shall inspect, maintain, repair, replace, or complete other improvements necessary to maintain the safety of the facilities noted below:

      1. LOCAL AGENCY's improved roadway facilities, including: bulb-outs, curbs, median, new sidewalks, gutters, drainage inlets and ADA-compliant curb ramps; and

      2. LOCAL AGENCY's improved roadway facilities, including: traffic controls, signal emergency pre-emption equipment, new signs, posts, pavement delineation, mast arm poles, pedestrian signal heads, pedestrian hybid beacons, accessible pedestrian signals, and improvements for compliance with the ADA; and

      3. Other improvements that may be constructed on the improved roadway section(s) with STATE's prior written approval and/or encroachment permit.

10. **Street Lightings.** LOCAL AGENCY is responsible for the maintenance of all streetlights installed by LOCAL AGENCY as permitted encroachments within the STATE ROW as shown in Exhibit A including ground mounted poles, conduits, and pull boxes. Responsibility of payment for electricity costs of the streetlights shown on Exhibit A shall lie with LOCAL AGENCY.

11. **Legal Relations and Responsibilities.**

   A. <u>No Third-Party Beneficiaries</u>.

This AGREEMENT is not intended to create duties, obligations, or rights of third parties beyond the PARTIES to this AGREEMENT. Nor does this AGREEMENT affect a PARTY's legal liability by imposing any standard of care for the operation and maintenance of STATE highways and LOCAL AGENCY facilities different from the standard of care imposed by law.

B. Indemnification.
Neither LOCAL AGENCY nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE in connection with any work, authority or jurisdiction conferred upon STATE pursuant to this AGREEMENT. To the fullest extent permitted by law, STATE, shall fully defend, indemnify, and save harmless LOCAL AGENCY and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by STATE, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

Neither STATE nor any of its officers or employees is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by LOCAL AGENCY in connection with any work, authority or jurisdiction conferred upon LOCAL AGENCY pursuant to this AGREEMENT. To the fullest extent permitted by law, LOCAL AGENCY, shall fully defend, indemnify, and save harmless STATE and its officers and employees from all claims, suits or actions of every kind occurring by reason of anything done or omitted to be done by LOCAL AGENCY, its contractors, sub-contractors, and/or its agents pursuant to this AGREEMENT.

C. Prevailing Wages and Labor Code Compliance. LOCAL AGENCY shall comply with any and all applicable labor and prevailing wage requirements in Labor Code Sections 1720 through 1815 and implementing regulations for any public works or maintenance contracts and subcontracts executed for the LOCAL AGENCY's work under this AGREEMENT.

D. Insurance.[1] LOCAL AGENCY and its contractors shall maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury and property damage liability, naming the STATE, its officers, agents and employees as the additional insured in an amount of $1 million per occurrence, $2 million in aggregate, and $5 million in excess, as may be amended

as the minimum liability coverage limits codified in the State's Standard Specifications. LOCAL AGENCY will provide a certificate of insurance evidencing this insurance in a form satisfactory to STATE as a condition to STATE's execution of this AGREEMENT.

12. **Default**. If LOCAL AGENCY fails to perform obligations assumed under this AGREEMENT, STATE may by written notice request that the default be remedied within thirty (30) calendar days. If LOCAL AGENCY fails or refuses to do so, STATE may complete the obligations and seek reimbursement from the LOCAL AGENCY who shall pay the invoice within thirty (30) calendar days.

13. **Complete Agreement.** This AGREEMENT, along with any attachments, is the full and complete integration of the PARTIES' agreement with respect to the maintenance of the locations identified in Exhibit A. This AGREEMENT supersedes any previous written or oral agreements between the PARTIES with respect to the locations identified in Exhibit A. Unless otherwise stated, to the extent there is any conflict between this AGREEMENT and any other agreement (written or oral) regarding maintenance of the area identified in Exhibit A, the terms of this AGREEMENT shall control.

14. **Severability.** The unenforceability, invalidity, or illegality of any provision(s) of this AGREEMENT shall not render the other provisions unenforceable, invalid, or illegal.

15. **Waiver**. Waiver by any PARTY of any portion of this AGREEMENT shall not constitute a waiver of the same or any other portion hereof.

16. **Governing Law.** This AGREEMENT shall be governed by and interpreted in accordance with California law.

17. **Notice.** If either PARTY shall desire or is required to give notice to the other, such notice shall be given in writing, via email, and concurrently delivered by: (a) personal delivery, in which case, notice is effective upon delivery; (b) overnight courier (i.e., Federal Express) with charges prepaid or charged to the sender's account, in which case, notice is effective when delivered; (c) priority U.S. Mail, in which case, notice shall be deemed delivered on the second business day after the deposit thereof with the U.S. Postal Service.

18. **Cost.** Any PARTY who is assigned obligation under this AGREEMENT shall complete them at their own costs, unless expressly stated otherwise in this AGREEMENT.

19. **Termination.** This AGREEMENT may be terminated by the mutual written consent of each PARTY. The STATE may terminate this AGREEMENT, should the LOCAL AGENCY fail to perform the requirements of this AGREEMENT at the time and in the manner provided herein.

20. **Effective Date.** This AGREEMENT shall become effective on the last of the dates each PARTY's authorized representative has executed this AGREEMENT.

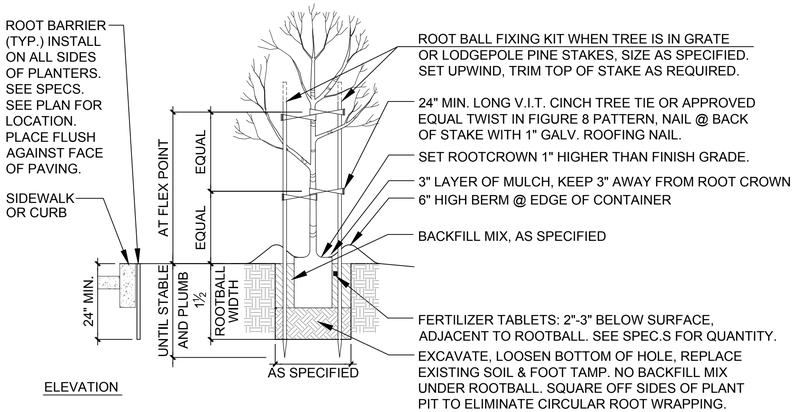
21. **Authority.** Each individual executing this AGREEMENT on behalf of each PARTY represents and warrants that he/she is duly authorized to execute this AGREEMENT. LOCAL AGENCY represents and certifies that it has, through its regular political process, authorized the execution of this AGREEMENT by appropriate resolution, delegation, or plenary authority, as required. A true and correct copy of the local resolution or ordinance has been provided to the STATE.

22. **Electronic Signatures.** Electronic signatures of the PARTIES, whether digital or encrypted, are intended to authenticate this written AGREEMENT, and shall have the same force and effect as manual signatures for this

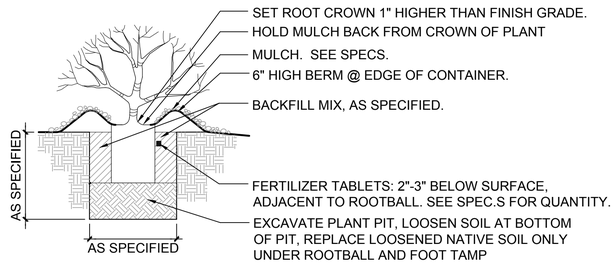
THE CITY/COUNTY OF SAN MATEO	**STATE OF CALIFORNIA** **DEPARTMENT OF TRANSPORTATION**
Date: _____	Date: _____
Afshin Oskoui City/County Manager	Deputy District Director Leah Budu D4

EXHIBIT A

(Plan map identifying the applicable STATE Routes (Freeway proper) and LOCAL AGENCY road(s) and facilities. Also attach Exhibit A of Project Specific Maintenance Agreement)



2 TREE PLANTING AND STAKING
NOT TO SCALE



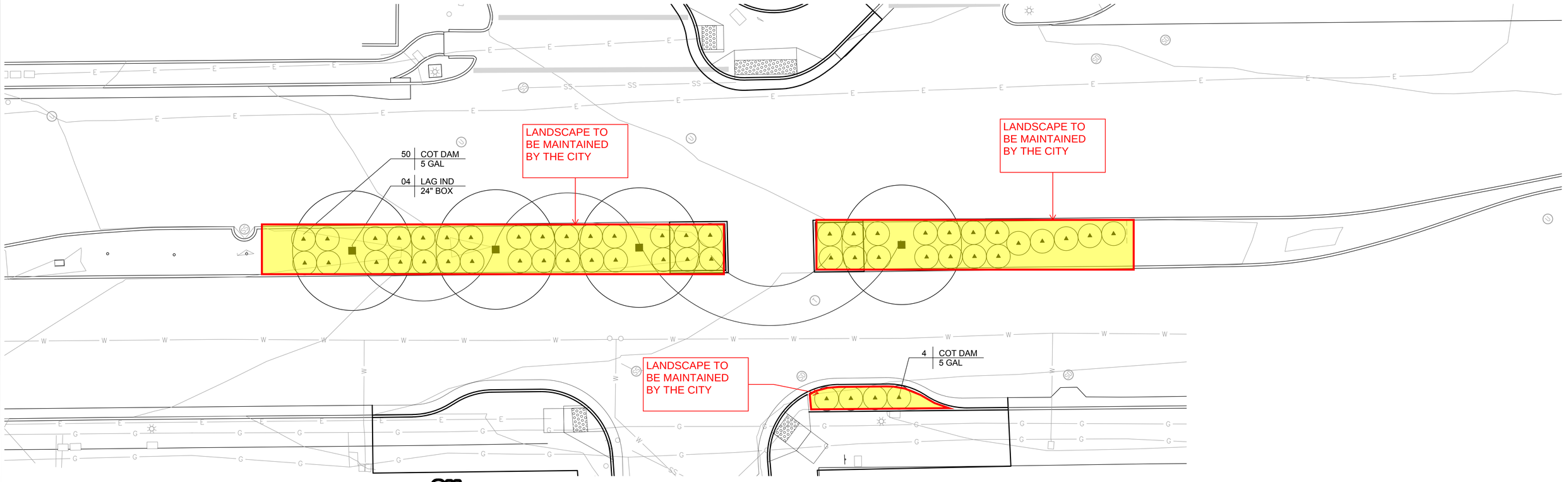
1 SHRUB AND GROUND COVER PLANTING
NOT TO SCALE

PLANT LIST

ABBREV.	QTY.	SCIENTIFIC NAME / COMMON NAME	SIZE	CALIBER	REMARKS	WATER USE
TREES:						
LAG IND	04	Lagerstroemia indica x 'Muskogee' / Muskogee Crape Myrtle	24" box	2" MIN.	Standard	Moderate
PLA ACE	-	Platanus acerifolia 'Columbia' / Columbia London Plane Tree	24" box	2" MIN.	Standard	Moderate
SHRUBS, GROUND COVERS AND ACCENT PLANTS:						
COT DAM	54	Cotoneaster dammeri 'lowfast' / Bearberry cotoneaster	5 gal		30" o.c.	Low

PLANTING NOTES:

1. ALL WORK SHALL BE PERFORMED BY PERSONS FAMILIAR WITH PLANTING WORK AND UNDER THE SUPERVISION OF A QUALIFIED PLANTING FOREMAN.
2. PLANT MATERIAL LOCATIONS SHOWN ARE DIAGRAMMATIC AND MAY BE SUBJECT TO CHANGE IN THE FIELD BY THE LANDSCAPE ARCHITECT BEFORE THE MAINTENANCE PERIOD BEGINS DUE TO UNFORESEEN CONFLICTS.
3. PLANT COUNT AND LEGEND IS FOR THE CONVENIENCE OF THE CONTRACTOR. IN THE CASE OF DISCREPANCIES, THE PLAN SHALL GOVERN.
4. PLANT MATERIAL LOCATIONS ARE TO BE ADJUSTED IN THE FIELD AS NECESSARY AROUND BOXES AND UTILITIES BUT NOT TO BLOCK WINDOWS, PEDESTRIAN SIGHT LINES, NOR IMPEDE ACCESS.
5. CONTRACTOR SHALL VERIFY THE LOCATION OF UNDERGROUND UTILITIES AND BRING CONFLICTS WITH PLANT MATERIAL LOCATIONS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT FOR A DECISION BEFORE PROCEEDING WITH THE WORK.
6. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO MAKE SUBSTITUTIONS, ADDITIONS AND DELETIONS IN THE PLANTING SCHEME AS NECESSARY WHILE WORK IS IN PROGRESS. SUCH CHANGES ARE TO BE ACCOMPANIED BY EQUITABLE ADJUSTMENTS IN THE CONTRACT PRICE IF/WHEN NECESSARY.
7. ALL TREES SHALL BE STAKED AS SHOWN IN THE PLANTING AND STAKING DETAIL.



811 Know what's below. Call before you dig.

SCALE: 1"=10'-0"
0 10 20 40

NORTH

EXHIBIT A

FOR CALTRANS ENCROACHMENT

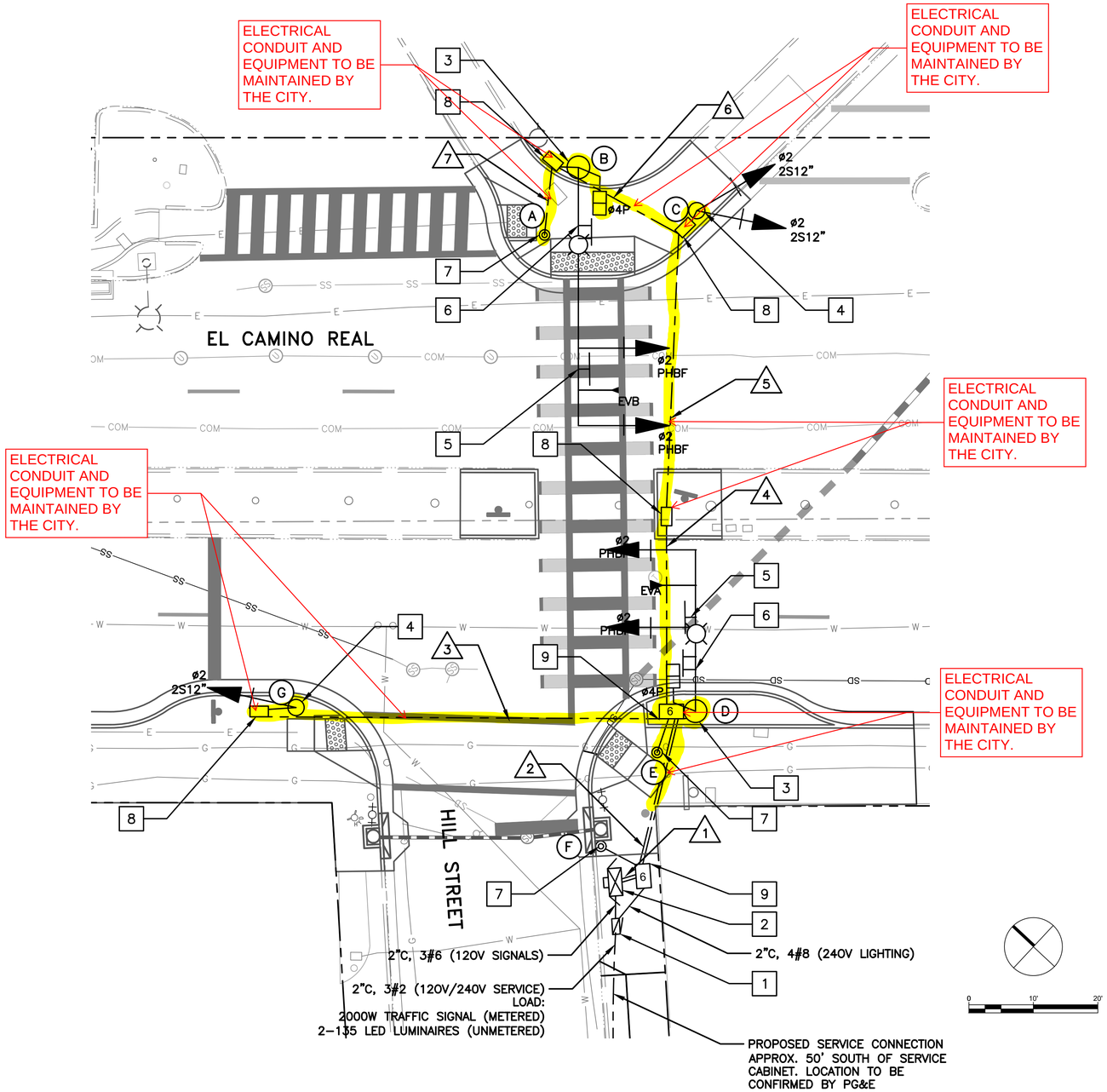
CSW|ST2
CSW/Stuber-Stroeh Engineering Group, Inc.
Engineering
Planning
Landscape Architecture
Land Surveying
Mapping
DRAWN: PS
CHECKED: MV
DESIGNED: MV
APPROVED: MV
ADDRESS: 121 Park Place Richmond, CA 94801 tel: 510-367-6166

LICENSED LANDSCAPE ARCHITECT — David Vallier — No. 3584 — Signature 03/31/2026 — Renewal Date 04/15/2025 — Date — STATE OF CALIFORNIA

CITY OF BELMONT
EL CAMINO REAL AND HILL STREET PEDESTRIAN HYBRID BEACON
PLANTING PLAN

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: 04/15/2024
SCALE: as shown
PROJECT NO.: 474-8940-001
DRAWING: LS-3
SHEET NO.: 17 OF 17



GENERAL NOTES (THIS SHEET ONLY)

1. CONTRACTOR SHALL POTHOLE ALL NEW POLE FOUNDATIONS. ENGINEER SHALL CONFIRM FINAL POLE LOCATIONS.
2. INSTALL REFLECTIVE TAPE ON BEACON BACKPLATES.

CONSTRUCTION NOTES (THIS SHEET ONLY)

1	FURNISH AND INSTALL NEW TYPE III-AF SERVICE CABINET AND FOUNDATION. SERVICE CONNECTION POINT TO BE CONFIRMED BY PG&E.
2	INSTALL MODEL 2070 CONTROLLER ASSEMBLY, BATTERY BACKUP SYSTEM, CALTRANS TYPE 332L CABINET AND FOUNDATION.
3	INSTALL MAST ARM POLE AND FOUNDATION WITH PEDESTRIAN HYBRID BEACON ASSEMBLY. SEE SHEET ED-1 DETAIL 1.
4	INSTALL 1-B POLE AND FOUNDATION WITH 2S12" BEACON SIGNAL HEAD. SEE SHEET ED-1 DETAIL 3.
5	INSTALL R10-23A ON SIGNAL MAST ARM.
6	INSTALL "HILL STREET" STREET NAME SIGN
7	INSTALL TYPE 2 POST WITH APS. SEE SHEET ED-1 DETAIL 2.
8	INSTALL NEW No. 5 PULL BOX.
9	INSTALL NEW No. 6 PULL BOX.

LEGEND (THIS SHEET ONLY)

BEACON HEAD.
NUMBER OF SECTIONS AS NOTED

SIGN LEGEND

R3-2	NO LEFT TURN
R6-1R	ONE WAY RIGHT
R10-6	STOP HERE ON RED
R10-23A	CROSSWALK STOP ON RED PROCEED ON FLASHING RED WHEN CLEAR

PROPOSED PHASE DIAGRAM

ø2 ← / ø2 → DARK UNTIL ACTIVATED	ø2 ← / ø2 → FLASHING YELLOW	ø2 ← / ø2 → STEADY YELLOW	ø2 ← / ø2 → STEADY RED	ø2 ← / ø2 → ALTERNATING FLASHING RED
ø4P ↕ DO NOT WALK			ø4P ↕ WALK	ø4P ↕ PED/BIKE CLEARANCE (FDW)

STEADY DEMAND SEQUENCE

100% PLANS
NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.

EXHIBIT A

Parametrix

DRAWN:	CHECKED:	ADDRESS:
ML	AG	6001 Shellmound St, Ste 500 Emeryville, CA 94608 (510) 343-6400
DESIGNED: ML	APPROVED: AL	

CITY OF BELMONT
EL CAMINO REAL AND HILL STREET PEDESTRIAN HYBRID BEACON
ELECTRICAL PLAN

REVISIONS		DATE	SCALE
5		01/13/2025	1" =10'
4		PMX PROJECT NO.	474-8940-001
3		DRAWING	E-1
2		SHEET NO.	10 OF 17
1			
NO.	DESCRIPTION		

STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont
Staff Contact:	Jason Eggers, IT Manager, jeggers@belmont.gov
Agenda Title:	Granicus Software Solutions Amendment No. 2
Agenda Action:	Motion

Recommendation

Motion authorizing the City Manager to negotiate and execute Amendment No. 2 to the Service Agreement with Granicus LLC for public engagement software solutions in an amount not-to-exceed $37,947, plus a 10% contingency, for a total service agreement amount not-to-exceed $666,637 through June 30, 2029.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

In 2022, City Council authorized a 3-year agreement with Granicus LLC for software products, licensing, and support in the amount of $206,265. The agreement included core applications and software tools to provide online public engagement, public meetings management, transparency for online campaign documents, the City's website, and other essential City business functions.

Each year City staff and Granicus review the bundle of software solutions and applications purchased under the existing agreement. During this review, recommendations may be made to add or remove applications or products. This process ensures that the City's tools and software remain aligned with evolving technology, that outdated products are replaced, and that the City can take advantage of enhancements or new services offered through the Granicus suite.

In 2024, as part of the annual software review, staff recommended several changes to the Granicus software solutions to better serve the City's needs. Granicus also offered a five-year pricing option for existing products, which allowed the City to lock in favorable rates. The City Council subsequently authorized Amendment No. 1 to the original 2022 agreement, adding $384,897 for the suite of products that were available at that time through June 2029, for a revised not-to-exceed total of $591,162.

Analysis

A year-over-year breakdown of Amendment No. 1 is detailed in the 2024 staff report and summarized in Table A below.

Table A: Amendment No. 1

2022 Original Agreement	Yr 1 (12/1/24-6/30/25)	Yr 2 (7/1/25-6/30/26)	Yr 3 (7/1/26-6/30/27)	Yr 4 (7/1/27-6/30/28)	Yr 5 (7/1/28-6/30/29)	TOTAL
$206,265	$47,564	$78,265	$82,179	$86,287	$90,602	$591,162

The most recent annual software/product review has just been completed for Year 2 of the Granicus agreement. As part of this review, staff identified the need for additional products to support the City's website refresh project. These products include a chat bot feature that will provide the public with improved access to information, automate routine inquiries, and enhance overall civic engagement on the new website.

In addition, Granicus now offers a "concierge" partnership that would provide staff with a single point of contact to resolve any issues between software products and ensure full functionality of applications when integrated on the website. This partnership also includes regular reviews and recommendations on fully leveraging the products, improved service level agreements for support, and additional training opportunities for staff.

The proposed changes would incur a one-time fee of $15,000 and an additional $6,006 each year, for years 2 through 5. Some bundling, replacement, and proration pricing adjustments are also included in Granicus's proposal and are reflected in the pricing for each year under proposed Amendment No. 2. While no further product changes are currently anticipated, staff recommends authorizing a 10% contingency in the amount of $37,528 for the remaining years of the contract to provide flexibility for unanticipated software needs and to support the success of the website project.

An updated year-over-year breakdown of Amendment No. 2 is shown in Table B, below. The total revised not-to-exceed amount is $666,637 through June 30, 2029.

Table B: Proposed Amendment No. 2

2022 Original Agreement	Yr 1 (12/1/24-6/30/25)	Yr 2 (7/1/25-6/30/26)	Yr 3 (7/1/26-6/30/27)	Yr 4 (7/1/27-6/30/28)	Yr 5 (7/1/28-6/30/29)	10% Contingency Yr 2 to Yr 5	TOTAL
$206,265	$47,564	$98,589	$87,769	$92,157	$96,765	$37,528	$666,637

Alternatives

1. Take no action.
2. Return to staff for further solution development.

Attachments

A. Proposed Amendment No. 2
B. Amendment No. 1 (October 2024)
C. Original Agreement (June 2022)

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:	Sufficient funds are budgeted in the current fiscal year to cover for year 2 (7/1/25-6/30/26) under Amendment 2 with Granicus LLC as part of the redesign of the City's website and including annual subscription fees for other Granicus products (a total of $98,589 in 573-1-301-8359 in FY 2025-26). Funding for each subsequent year of the agreement will be incorporated as part of the annual budget development process and will be contingent on Council appropriation.

Source:	**Purpose:**	**Public Outreach:**
Staff	Discretionary Action	Posting of Agenda

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orig Contract

GRANICUS

Master Subscription Agreement

This Master Subscription Agreement ("**Agreement)** is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between Belmont, CA ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

By accessing the Granicus Products and Services, Client accepts this Agreement.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Agreement Term" means the total time covered by the Initial Term and all Extension Terms for each Order or SOW under this Agreement, further specified in Section 7.1.
   "Extension Term" means any term that increases the length of the Initial Term of this Agreement or an Order Term of an Order or SOW.
   "Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order or SOW.
   "Initial Term" shall have the meaning specified in Exhibit A or Order or SOW between Granicus and Client for the first duration of performance that Client has access to Granicus Products and Services.
   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services.
   "Order Term" means the then-current duration of performance identified on each Order or SOW, for which Granicus has committed to provide, and Client has committed to pay for, Granicus Products and Services.
   "**Statement of Work"** or **"SOW"** means a written order, proposal, or purchase document that is signed by both Parties and describes the Granicus Products and Services to be provided and/or performed by Granicus. Each Order or SOW shall describe the Parties' performance obligations and any assumptions or contingencies associated with the implementations of the Granicus Products and Services, as specified in each Order or SOW placed hereunder.
   "Support" means the ongoing support and maintenance services performed by Granicus related to the Granicus Products and Services as specified in each Order or SOW placed between the Parties.

2. **Ordering and Scope**
   2.1. **Ordering Granicus Products and Services.** The Parties may execute one or more Order or SOW related to the sale and purchase of Granicus Products and Services. Each Order or SOW will generally include an itemized list of the Granicus Products and Services as well as the Order Term for such Granicus Products and Services. Each Order or SOW must, generally, be signed by the Parties; although, when a validly-issued purchase order by Client accompanies the Order or SOW, then the Order or SOW need not be executed by the Parties. Each Order or SOW shall be governed by this Agreement regardless of any pre-printed legal terms on each Order or SOW, and by this reference is incorporated herein.

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2.2. **Support.** Basic support related to standard Granicus Products and Services is included within the fees paid during the Order Term. Granicus may update its Support obligations under this Agreement, so long as the functionality purchased by Client is not materially diminished.

2.3. **Future Functionality.** Client acknowledges that any purchase hereunder is not contingent on the delivery of any future functionality or features.

2.4. **Cooperative Purchasing.** To the extent permitted by law and approved by Client, the terms of this Agreement and set forth in one or more Order or SOW may be extended for use by other municipalities, school districts and governmental agencies upon execution of an addendum or other duly signed writing setting forth all of the terms and conditions for such use. The applicable fees for additional municipalities, school districts or governmental agencies will be provided by Granicus to Client and the applicable additional party upon written request.

3. **Use of Granicus Products and Services and Proprietary Rights**

3.1. **Granicus Products and Services.** The Granicus Products and Services are purchased by Client as subscriptions during an Order Term specified in each Order or SOW. Additional Granicus Products and Services may be added during an Order Term as described in Section 2.1.

3.2. **Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order or SOW (collectively the "Permitted Use").

3.2.1. **Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing. Granicus certifies that it will not sell, retain, use, or disclose any personal information provided by Client for any purpose other than the specific purpose of performing the Services outlined within this Agreement.

3.2.2. **Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.

3.2.3. **Content.** Client can only use Granicus Products and Services to share content that Client or related organizations have a right to use provided that it is in support of client or the other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription.

3.2.3.1. **Disclaimers.** Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

3.2.4. **Advertising.** Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party that are unrelated to government services or programs unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services unrelated to government services or programs prior to approving the presence of Advertising within Granicus Products and Services.

3.2.5. **Granicus Subscriber Information for Communications Cloud Suite only**

3.2.5.1. **Data Provided by Client.** Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

3.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

3.2.5.3. **Data Obtained through the Granicus Advanced Network**

3.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

3.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

3.2.5.3.3. **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

3.3. **Restrictions.** Client shall not:

3.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

3.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

3.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

3.3.4. Client must not use the Services as a door or signpost to another server.

3.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order or SOW placed hereunder;

3.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

3.3.7. Use the Granicus Products and Services for any unlawful purposes;

3.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

3.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

3.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

3.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

3.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

4. Payment

4.1. Fees. Client agrees to pay all fees, costs and other amounts as specified in each Order or SOW. Annual fees are due upfront according to the billing frequency specified in each Order or SOW. Granicus reserves the right to suspend any Granicus Products and Services should there be a lapse in payment. A lapse in the term of each Order or SOW will require the payment of a setup fee to reinstate the subscription. All fees are exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is Client's responsibility to provide applicable exemption certificate(s).

4.2. Disputed Invoiced Amounts. Client shall provide Granicus with detailed written notice of any amount(s) Client reasonably disputes within thirty (30) days of the date of invoice for said amount(s) at issue. Granicus will not exercise its rights under 4.1 above if Client has, in good faith, disputed an invoice and is diligently trying to resolve the dispute. Client's failure to provide Granicus with notice of any disputed invoiced amount(s) shall be deemed to be Client's acceptance of the content of such invoice.

4.3. Price Increases. Any price increases not negotiated in advance shall be provided by Granicus to Client at least thirty (30) days prior to the end of the Order Term. Upon each yearly anniversary during the term of this Agreement (including the Initial Term, all Extended Terms, and all Order Terms), the Granicus Product and Services fees shall increase from the previous term's fees by up to five (5) percent per year.

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5. **Representations, Warranties and Disclaimers**

5.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

5.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

5.3. Disclaimers. EXCEPT AS PROVIDED IN SECTION 5.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

6. **Confidential Information**

6.1. Confidential Information.

(a) "Confidential Information" means information that is disclosed by either party ("Owner") to the other ("Recipient") and is either identified or should be reasonably understood to be confidential or proprietary.

(b) Notwithstanding subsection (a), Confidential Information does not include:

(1) Any agreement between the City and a contractor and information about the agreement including the price and scope of work.

(2) Information that -

(A) was generally available to the public or otherwise part of the public domain at the time of its disclosure,

(B) became generally available to the public or otherwise part of the public domain after its disclosure and other than through any act or omission by either party in breach of this Agreement,

(C) was subsequently lawfully disclosed to the disclosing party by a person other than a party hereto,

(D) was required by a court of competent jurisdiction to be described, or

(E) is required by applicable state law to be described.

6.2. (c) Contractor acknowledges that the City is a governmental agency and may be required to retain records, and to make certain records public under open meeting laws and release certain information and records under requests made according to provisions of the Public Records Act. In the event City receives a request from a third party for public records related to Confidential Information, City will promptly notify Contractor so that Contractor may, at its sole expense, take any and all measures necessary to prevent or limit the disclosure of Contractor's Confidential Information. Notwithstanding any limitation of liability provision between the Contractor and the City to the contrary, Contractor agrees to completely indemnify, defend and hold harmless the City from any and all losses and attorney's fees that may be

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incurred by the City arising out of any and all efforts to limit or prevent disclosure of Contractor's Confidential Information.

6.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client.

6.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Customer understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

7. Term and Termination

7.1. Agreement Term. The Agreement Term shall begin on the date of the initial Order or SOW and continue through the latest date of the Order Term of each Order or SOW under this Agreement, unless otherwise terminated as provided in this Section 7. Each Order or SOW will specify an Order Term for the Granicus Products and Services provided under the respective Order or SOW. Client's right to access or use the Granicus Products and Services will cease at the end of the Order Term identified within each Order or SOW, unless either extended or earlier terminated as provided in this Section 7. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current Order Term, the Granicus Products and Services will automatically renew at the end of each term for an Extension Term of one (1) year.

7.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order or SOW is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order or SOW until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders or SOWs shall immediately terminate as of the Agreement termination date. Unless otherwise stated in this Agreement, in no event shall Client be entitled to a refund of any prepaid fees upon termination.

7.3. Termination for Convenience. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

7.4. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage of any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest. Granicus may, without liability, immediately suspend or terminate any or all Order or SOW issued hereunder if any Fees owed under this Agreement are past due pursuant to Section 4.1.

7.5. Rights and Obligations After Termination. In the event of expiration or termination of this Agreement, Client shall immediately pay to Granicus all Fees due to Granicus through the date of expiration or termination.

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7.6. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order or SOW. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

7.7. Exit. Granicus agrees that upon termination of this Agreement it shall return all data to Belmont in a useable electronic form, and erase, destroy, and render unreadable all data in its entirety in a manner that prevents its physical reconstruction through the use of commonly available file restoration utilities, and certify in writing that these actions have been completed within 30 days of the termination of this Agreement.

8. Limitation of Liability

8.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

8.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 3.3, AND GRANICUS' OBLIGATION TO INDEMNIFY CLIENT PURSUANT TO SECTION 9, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. NEITHER PARTY SHALL NOT BE RESPONSIBLE FOR ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN. THE ABOVE LIMITATIONS WILL NOT LIMIT CLIENT'S PAYMENT OBLIGATIONS UNDER SECTION 4 ABOVE.

9. Indemnification

9.1. Indemnification by Granicus. Granicus will defend Client from and against all losses, liabilities, damages and expenses arising from any claim or suit by a third party unaffiliated with either Party to this Agreement ("Claims") and shall pay all losses, damages, liabilities, settlements, judgments, awards, interest, civil penalties, and reasonable expenses (collectively, "Losses," and including reasonable attorneys' fees and court costs), to the extent arising out of any Claims by any third party that Granicus Products and Services infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW. In the event of such a Claim, if Granicus determines that an affected Order or SOW is likely, or if the solution is determined in a final, non-appealable judgment by a court of competent jurisdiction, to infringe a valid U.S. copyright or U.S. patent issued as of the date of the applicable Order or SOW, Granicus will, in its discretion: (a) replace the affected Granicus Products and Services; (b) modify the affected Granicus Products and Services to render it non-infringing; or (c) terminate this Agreement or the

applicable Order or SOW with respect to the affected solution and refund to Client any prepaid fees for the then-remaining or unexpired portion of the Order or SOW term. Notwithstanding the foregoing, Granicus shall have no obligation to indemnify, defend, or hold Client harmless from any Claim to the extent it is based upon: (i) a modification to any solution by Client (or by anyone under Client's direction or control or using logins or passwords assigned to Client); (ii) a modification made by Granicus pursuant to Client's required instructions or specifications or in reliance on materials or information provided by Client; or (iii) Client's use (or use by anyone under Client's direction or control or using logins or passwords assigned to Client) of any Granicus Products and Services other than in accordance with this Agreement. This section 9.1 sets forth Client's sole and exclusive remedy, and Granicus' entire liability, for any Claim that the Granicus Products and Services or any other materials provided by Granicus violate or infringe upon the rights of any third party.

9.2. **Indemnification by Client.** Client shall defend, indemnify, and hold Granicus harmless from and against any Claims, and shall pay all Losses, to the extent arising out of or related to (a) Client's (or that of anyone authorized by Client or using logins or passwords assigned to Client) use or modification of any Granicus Products and Services; (b) any Client content; or (c) Client's violation of applicable law.

9.3. **Defense.** With regard to any Claim subject to indemnification pursuant to this Section 9: (a) the Party seeking indemnification shall promptly notify the indemnifying Party upon becoming aware of the Claim; (b) the indemnifying Party shall promptly assume sole defense and control of such Claim upon becoming aware thereof; and (c) the indemnified Party shall reasonably cooperate with the indemnifying Party regarding such Claim. Nevertheless, the indemnified Party may reasonably participate in such defense, at its expense, with counsel of its choice, but shall not settle any such Claim without the indemnifying Party's prior written consent. The indemnifying Party shall not settle or compromise any Claim in any manner that imposes any obligations upon the indemnified Party without the prior written consent of the indemnified Party.

10. **General**

10.1. **Relationship of the Parties.** Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

10.2. **Headings.** The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

10.3. **Amendments.** This Agreement may not be amended or modified except by a written instrument signed by authorized representatives of both Parties.

10.4. **Severability.** To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

10.5. **Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's

consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

10.6. **No Third-Party Beneficiaries.** Subject to Section 10.5 this Agreement is binding upon, and insures solely to the benefit of the Parties hereto and their respective permitted successors and assigns; there are no third-party beneficiaries to this Agreement.

10.7. **Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the day of receipt, as shown in the applicable carrier's systems, if sent via FedEx, UPS, DHL, or other nationally recognized express carrier; (c) the third business day after sending by U.S. Postal Service, First Class, postage prepaid, return receipt requested; or (d) sending by email, with confirmed receipt from the receiving party. Either Party may provide the other with notice of a change in mailing or email address in which case the mailing or email address, as applicable, for that Party will be deemed to have been amended. The mailing and email addresses of the Parties are as follows:

Granicus	
ATTN:	Contracts
Address:	408 St. Peter Street Suite 600 Saint Paul, MN 55102
Phone:	(651) 757-4154
Email:	contracts@granicus.com

Belmont, CA	
ATTN:	**Information Technology**
Address:	**1 Twin Pines Lane, Suite 365 Belmont, CA 94002**
Phone:	**650-637-2970**
Email:	**Is@belmont.gov**

10.8. **Force Majeure.** Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

10.9. **Choice of Law and Jurisdiction.** This Agreement shall be governed by and interpreted under the laws of the State of California, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the Superior Court of California.

10.10. **Entire Agreement.** This Agreement, together with all Orders or SOWs referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders or SOWs are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other

purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client. Upon request, Granicus shall reference a purchase order number on its invoices, provided, however, that Client acknowledges that it is Client's responsibility to provide the corresponding purchase order information (including a purchase order number) to Granicus upon the creation of such a purchase order. Client agrees that a failure to provide Granicus with the corresponding purchase order shall not relieve Client of its obligations to provide payment to Granicus pursuant to Section 4.1 above.

10.11. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

10.12. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly-authorized representatives on the Effective Date as set forth above.

Granicus

By: _____
(Authorized Signature)

Name Mark Hynes
(Print or Type Name of Signatory)

Title: CEO

Date: 6/1/2022
(Execution Date)

Belmont, CA

By: DocuSigned by: Grace Castaneda
Grace Castaneda, CFO

By: DocuSigned by: Scott Rennie
Approved as to form:
Scott Rennie, Attorney

By: DocuSigned by: _____
Afshin Oskoui, City Manager

Date: 6/21/2022
(Execution Date)

Contract documents: DS MV DS

Funding confirmation: KL
573-1-301-8359

Attachment(s): Exhibit A (Proposal)

CITY OF BELMONT
CONSTITUENT SERVICES | CITY CLERK

One Twin Pines Lane #330
Belmont CA 94002
www.belmont.gov
650-595-7414

MINUTE ORDER # 2024-02

Date: October 30, 2024

Department: Information Technology

In the matter of: Consent Business Item D - **authorizing the City Manager to negotiate and execute an amended agreement with Granicus LLC for purchase of the "Service Cloud" product to redesign the City's website and the associated annual subscription fees for the product, and to retain GovDelivery, GovMeetings, CampaignDocs, Service Request Management, Open Platform Suite, Peak Agenda Management, Encoding Appliance, and all other products as part of the Granicus software solutions suite used by the City, in an amount not to exceed $384,897 over five-years**

The item passed on a motion made by Councilmember McCune and seconded by Councilmember Hurt and approved by a roll call vote (5-0).

At the meeting of the City Council of the City of Belmont on October 22, 2024, the Council

Attest:

Jozi Plut, CMC, CITY CLERK

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Belmont, CA

Granicus Proposal for Belmont, CA

ORDER DETAILS

Prepared By:	Jake Stechmann
Phone:	
Email:	jake.stechmann@granicus.com
Order #:	Q-376742
Prepared On:	25 Oct 2024
Expires On:	03 Nov 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Billing Term End Date:	30 Jun 2025
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 48 months thereafter.

The subscription includes the following domain(s) and subdomain(s):
http://www.belmont.gov

It is the responsibility of the reseller or distributor to provide the End User with the Granicus Order Form and any attached terms and conditions. **Any pricing contained herein is the amount due to Granicus and must be removed prior to submission to the End User.** This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice.

Docusign Envelope ID: 756BAC10-5C62-4574-AE08-EAC3DA936C79

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
govAccess Plus Edition	0 Each	$13,526.15
Communications Cloud	0 Each	$6,614.98
SUBTOTAL:		**$20,141.13**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

GRANICUS

Order Form
Belmont, CA

Existing Subscriptions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
GovMeetings Live Cast	Annual	1 Each	$8,195.60
CampaignDocs Subscription	Annual	1 Each	$658.80
Granicus Live Cast Encoding Software	Annual	1 Each	$3,090.00
Essentials Package 3	Annual	1 Each	$11,576.24
DisclosureDocs Ethics Subscription	Annual	1 Each	$602.08
Open Platform Suite	Annual	1 Each	$0.00
PST Email Extractor - LEGACY	Annual	1 Each	$1,653.76
govDelivery for Integrations	Annual	1 Each	$0.00
Peak Agenda Management	Annual	1 Each	$8,682.20
Questys Connector (Integration) (LegiStream)	Annual	1 Each	$1,034.24
DisclosureDocs Conflict of Interest Subscription	Annual	1 Each	$275.16
DisclosureDocs Full Review Subscription	Annual	1 Each	$275.04
DisclosureDocs Subscription	Annual	1 Each	$802.32
eDisclosure Filer Module Subscription	Annual	1 Each	$802.32
Platform - Essentials: Subscription	Annual	1 Each	$0.00
CampaignDocs - Hosting	Annual	1 Each	$0.00
CampaignDocs Web Publishing Subscription	Annual	1 Each	$230.60
eCampaign Subscription	Annual	1 Each	$559.96
Payments Module	Annual	1 Each	$0.00
Hosted Data Storage (TB)	Annual	1 Each	$0.00
Invoicing Module	Annual	1 Each	$0.00
FOIA Module Non Enterprise	Annual	1 Each	$0.00
Redaction License (per named user)	Annual	3 Each	$0.00
ADFS/Single Sign-on Module	Annual	1 Each	$0.00
Advanced Email Tracking	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
Service Request Management Module for Essentials: Subscription	Annual	1 Each	$12,600.00
govDelivery for Integrations	Annual	1 Each	$0.00

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
DisclosureDocs Setup and Configuration	Up Front	1 Each	$0.00
CampaignDocs Setup and Configuration	Up Front	1 Each	$0.00
Government Experience Service Cloud Essentials - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	$11,115.00
Essential CX Services - Set-up, Config, and Training	Milestones - 40/30/30	1 Each	$0.00
Enhanced Feature Scoping	Milestones - 40/20/20/20	1 Hours	$12,948.50
SUBTOTAL:			**$24,063.50**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Government Experience Service Cloud Essentials *(Up to 10000 Unique Contacts)*	Annual	1 Each	$19,500.00
Essential CX Services	Annual	1 Each	$4,000.00
SUBTOTAL:			**$23,500.00**

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of $1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Belmont, CA is able to contact Granicus for a report on how much storage has been used.Additional volume purchased will cover the period of 01 Apr 2025 - 30 Jun 2025 The additional volume and annual fees will be added to Belmont, CA's standard subscription and will be included in the next renewal period.

Communications Cloud Tier:
0

Number of Filers:
59

GRANICUS

Optional Solutions			
Solution	**Billing Frequency**	**Quantity/Unit**	**Associated Fee**
Additional SMS - 50000	Annual	1 Each	$1,800.00
SMS - Setup and Configuration	Up Front	1 Each	$0.00
Additional SMS - 100000	Annual	1 Each	$3,050.00
SMS - Setup and Configuration	Up Front	1 Each	$0.00
SUBTOTAL:			**$4,850.00**

Docusign Envelope ID: 756BAC10-5C62-4574-AE08-EAC3DA936C79

FUTURE YEAR PRICING

Solution(s)	Period of Performance			
	Year 2	Year 3	Year 4	Year 5
GovMeetings Live Cast	$8,605.38	$9,035.65	$9,487.43	$9,961.80
CampaignDocs Subscription	$691.74	$726.33	$762.64	$800.78
Granicus Live Cast Encoding Software	$3,244.50	$3,406.73	$3,577.06	$3,755.91
Essentials Package 3	$12,155.05	$12,762.80	$13,400.94	$14,070.99
DisclosureDocs Ethics Subscription	$632.18	$663.79	$696.98	$731.83
Open Platform Suite	$0.00	$0.00	$0.00	$0.00
PST Email Extractor - LEGACY	$1,736.45	$1,823.27	$1,914.43	$2,010.16
govDelivery for Integrations	$0.00	$0.00	$0.00	$0.00
Peak Agenda Management	$9,116.31	$9,572.13	$10,050.73	$10,553.27
Questys Connector (Integration) (LegiStream)	$1,085.95	$1,140.25	$1,197.26	$1,257.13
DisclosureDocs Conflict of Interest Subscription	$288.92	$303.36	$318.53	$334.46
DisclosureDocs Full Review Subscription	$288.79	$303.23	$318.39	$334.31
DisclosureDocs Subscription	$842.44	$884.56	$928.79	$975.22
eDisclosure Filer Module Subscription	$842.44	$884.56	$928.79	$975.22
Platform - Essentials: Subscription	$0.00	$0.00	$0.00	$0.00
CampaignDocs - Hosting	$0.00	$0.00	$0.00	$0.00
CampaignDocs Web Publishing Subscription	$242.13	$254.24	$266.95	$280.30
eCampaign Subscription	$587.96	$617.36	$648.22	$680.63
Payments Module	$0.00	$0.00	$0.00	$0.00
Hosted Data Storage (TB)	$0.00	$0.00	$0.00	$0.00
Invoicing Module	$0.00	$0.00	$0.00	$0.00
FOIA Module Non Enterprise	$0.00	$0.00	$0.00	$0.00
Redaction License (per named user)	$0.00	$0.00	$0.00	$0.00
ADFS/Single Sign-on Module	$0.00	$0.00	$0.00	$0.00
Advanced Email Tracking	$0.00	$0.00	$0.00	$0.00

Send Agenda (Peak)	$0.00	$0.00	$0.00	$0.00
Service Request Management Module for Essentials: Subscription	$13,230.00	$13,891.50	$14,586.08	$15,315.38
govDelivery for Integrations	$0.00	$0.00	$0.00	$0.00
Government Experience Service Cloud Essentials *(Up to 10000 Unique Contacts)*	$20,475.00	$21,498.75	$22,573.69	$23,702.37
Essential CX Services	$4,200.00	$4,410.00	$4,630.50	$4,862.03
SUBTOTAL:	**$78,265.24**	**$82,178.51**	**$86,287.41**	**$90,601.79**

Optional Solution(s)	Period of Performance			
	Period 2	**Period 3**	**Period 4**	**Period 5**
Additional SMS - 50000	$1,890.00	$1,984.50	$2,083.73	$2,187.91
Additional SMS - 100000	$3,202.50	$3,362.63	$3,530.76	$3,707.29

PRODUCT DESCRIPTIONS

Solution	Description
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
CampaignDocs Subscription	CampaignDocs™ is a powerful desktop system used by the ROV staff that provides numerous features to help you manage your Campaign Filers, generate letters, emails, run reports on Filings, scan paper filing and receive Electronic Filings submitted by the filers that use eCampaign Module.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. *Only used with the Live Cast encoder hardware and Live Cast solution.*
Essentials Package 3	Essentials Package 3
DisclosureDocs Ethics Subscription	Ethics Training Tracking - Ethics and Sexual Harassment Prevention Training Tracking Modules work hand in hand with our DisclosureDocs /eDisclosure System. This Module allows tracking the Ethics Certificates and notifying Filers of their Ethics Training requirements.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
PST Email Extractor - LEGACY	PST Email Extractor
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
DisclosureDocs Conflict of Interest Subscription	Conflict of Interest Code Module - allows your departments to simplify and automate the creation and collaboration of the Biennial Reviews and the Code Amendments (Exhibit A and B). This process streamlines the acceptance of the Code and drastically improves the productivity of the entire organization.
DisclosureDocs Full Review Subscription	Filer Review – allows the Filing Officer to perform the required tasks of verifying the accuracy of forms and if needed requesting necessary Amendments. 20% on time and 100 % late filings. 10 % needs to be picked at random.
DisclosureDocs Subscription	DisclosureDocs™ is your robust desktop application that provides numerous features to help you manage your Filers, Conflict of Interest Code changes, Full and Facial Reviews, generate Letters, Emails, business process Reports and manage your corresponding Public Access and Electronic Filing components.
eDisclosure Filer Module Subscription	eDisclosure™ application allows your Filers to login and file for all positions that he/she is holding as well as submit the filing to their Filing Officer(s).
Platform - Essentials: Subscription	OneView Essentials Level Subscription, includes base platform only, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
CampaignDocs Web Publishing Subscription	CampaignDocs WebPublisher™ module the public has access to redacted copies of the filings on the web. The public is able to search, view and print from their own computer without the need of using your agency's resources.
eCampaign Subscription	eCampaign™ system is a benefit to your filers. Your filers will be able to use our data screens to enter their contributions / expenditures as they occur and file their forms by the due date. The system will validate the information and summarize all the information on the forms. There are several tools that will help your Filer properly file their filings.

Solution	Description
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Redaction License (per named user)	Redaction License (per named user)
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Service Request Management Module for Essentials: Subscription	Ongoing subscription for Essentials Service Request Management Module
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
DisclosureDocs Setup and Configuration	DisclosureDocs Professional Services Fee for Setup and Configuration

Solution	Description
CampaignDocs Setup and Configuration	CampaignDocs™ is a powerful desktop system used by the ROV staff that provides numerous features to help you manage your Campaign Filers, generate letters, emails, run reports on Filings, scan paper filing and receive Electronic Filings submitted by the filers that use eCampaign Module.
Government Experience Service Cloud Essentials	The annual subscription plan is an outcome-focused solution that Increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes: • Strategic Capabilities o Extended LMS Training On-demand o Premium CX Success Services o Quarterly 'Executive Briefings' o Biannual strategic reviews o Engagement ecosystem recommendations o Audience growth recommendations o Digital form recommendations • Data Insights o Community Satisfaction and Performance Monitoring o Government Effectiveness Score o Digital Experience Score o Quality of Life Surveys o Government Trust Index o In-app Reporting and Dashboards • Connected Technology o Service Web Portal o Forms and Workflows (up to 50) ▪ Drag and drop form builder ▪ Display logic, calculations, and payments ▪ Insights dashboard and form analytics ▪ Unlimited responses and ability 'to save and return' ▪ Data connections and API access ▪ Up to: 10GB file uploads, 1,000 web API calls per hour o Email Communications (up to 1m annually) ▪ Outreach mediums include email, RSS feeds, and social media integration to connect with target audiences. o Ongoing security updates o Ongoing product updates and enhancements o WCAG AA Accessibility maintained perpetually o 99.9% up-time guarantee and 24/7 support for Priority 1 issues (per SLA) o Comprehensive SLA and Support Ticketing system

Solution	Description
Government Experience Service Cloud Essentials - Set-up, Config, and Training	The Essentials implementation provides a citizen-focused website based on best practices & patterns out-of-the-box using proven pre-configured layouts. This implementation level is recommended for organizations that need a rapid implementation timeline or those with a small implementation team that does not have the capacity to engage in a traditional UX design process. This solution includes: • Stakeholder Kickoff and Platform Project Alignment • Program Management - Weekly / bi-weekly communication • One (1) homepage layout from Granicus responsive design library **Note:** Implementation has agreed to provide a hamburger menu at no extra cost to the customer on one of the design templates (scroll, alternate scroll, or traditional templates only) from the essentials template library. • One (1) Information Architecture (IA) Package (basic) o Best practices review • One (1) Content Rationalization Package (basic) o Best practices review, one (1) hour session o Site scrape loaded into AIM framework document • One (1) Visual Design Package • One (1) homepage design mockup – based on logo + 3 colors o Interior page sample o Mobile version sample o One (1) round of design revisions • Three (3) Email message templates • Development/Implementation/component configuration, including: o Web content management system o Forms and workflow o Community satisfaction and performance monitoring o Email communications o Content Migration - up to fifty (50) service web portal pages • QA & Accessibility Report • Remote Training – Specific training agenda is flexible and includes up to 15 hours total delivered and up to 3 hour sessions across non-consecutive sessions o Recommended schedule by platform module: ▪ Web CMS: Ten (10) hours total - Up to ten (10) people ▪ Forms and workflow: Two (2) hours total – Up to 25 people ▪ Customer satisfaction & performance monitoring: Ninety (90) minutes total – Up to ten (10) people Email communications: Ninety (90) minutes total – Up to (10) people
Essential CX Services	**Essential CX Services** includes the following: • Up to two (2) one-hour custom and on-demand product training curricula. • Up to two (2) one-hour best practice product guidance • Up to two (2) templates built annually, including a review of product use and strategy.

Solution	Description
Essential CX Services - Set-up, Config, and Training	Essential CX Services - Set-up, Config, and Training
Enhanced Feature Scoping	The Enhanced package upgrade provides a citizen-focused website with a robust UX process. This package utilizes standard CMS functionality to create a modular homepage layout as outlined below. • One (1) Visual Design Package: o One (1) homepage design concept o Interior page sample o Mobile version sample o Up to three (3) rounds of design revisions o Up to two (2) CX features - choose from Granicus library • Development/CMS Implementation
Additional SMS - 50000 ***(Optional Solution)***	Additional SMS/Text Messaging includes: • Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States* • Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices **International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.*
SMS - Setup and Configuration ***(Optional Solution)***	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product.

Solution	Description
Additional SMS - 100000 ***(Optional Solution)***	Additional SMS/Text Messaging includes: • Access to the selected volume of additional SMS/text messages per year from a unique standard toll-free number within the United States* • Use of responsively designed sign-up pages that allow the public to subscribe to communication updates from various devices **International numbers are not supported. SMS/text messages not used in the period of performance will not carry over to the following year. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.*
SMS - Setup and Configuration ***(Optional Solution)***	Covers the consultative PM/Implementation time required to get a client fully up and running on a new instance of a Product.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-

in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

GRANICUS

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-376742 dated 25 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Belmont, CA to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Billing Frequency Notes (Milestones - 40/30/30): An initial payment equal to 40% of the total; a payment equal to 30% of the total upon homepage design approval, and; a payment equal to 30% of the total upon go-live.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- Client will be invoiced for use of any product or service measured or capped by volume or amount of usage that exceeds the permitted amount set forth in this Quote at the same cost or rate set forth herein.
- **Updates to Shared Short Codes for SMS/Text Messaging:**
  Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee. Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.
- Billing Frequency Notes (Milestones - 40/20/20/20): An initial payment equal to 40% of the total; A payment equal to 20% of the total upon Granicus' delivery of the draft homepage design concepts to the client; A payment equal to 20% of the total upon implementation of the main website into the VCMS on a Granicus-hosted development server; and A payment equal to 20% of the total upon completion; provided, however that the client has completed training. If the client has not completed training, then Granicus shall invoice the client at the earlier of: completion of training or 21 days after completion.

BILLING INFORMATION

Billing Contact:		**Purchase Order Required?**	[ ] - No [ ] - Yes
Billing Address:		**PO Number:** *If PO required*	
Billing Email:		**Billing Phone:**	

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-376742 dated 25 Oct 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Belmont, CA		**Granicus**	
Signature:	Afshin Oskoui	**Signature:**	DocuSigned by: Brendan Stierman 8E342585D3714DF...
Name:	Afshin Oskoui	**Name:**	Brendan Stierman
Title:	City Manager	**Title:**	Manager, Contracts
Date:	12/19/2024	**Date:**	12/6/2024

Belmont, CA		**Granicus**	
Signature:		**Signature:**	Signed by: Mark Hynes 9488CA8341A0452...
Name:		**Name:**	Mark Hynes
Title:		**Title:**	CEO
Date:		**Date:**	12/6/2024

GRANICUS

Belmont, CA	
Signature:	
Name:	Grace Castaneda
Title:	Finance Director
Date:	12/18/2024

Approve as to From

City Attorney

APPROVED AS TO FUNDING
573.1.301.8359
YR1 - $47,564.— 12/17/24
SUBJECT TO BUDGET APPROPRIATION
FY25 YR2 - $78,265.—
FY26 YR3 - $82,179.—
FY27 YR4 - $86,287.—
FY28 YR5 - $90,602.—

Order #: Q-376742
Prepared: 25 Oct 2024

Docusign Envelope ID: 327160EA-0298-489B-92A3-7F61075F2C27

GRANICUS

Amendment
Prepared for
Belmont, CA

Second Amendment to the Granicus Service Agreement between Granicus, LLC and Belmont, CA

This Second Amendment to the Granicus, LLC Service Agreement is effective on the date this document is signed and entered into by and between Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus (hereinafter referred to as "Granicus"), and Belmont, CA (hereinafter referred to as "Client"), with reference to the following:

WHEREAS, the Client and Granicus entered into an Agreement effective 19 Dec 2024 (the "Agreement"); and
WHEREAS, in addition to Client's existing solution, Client wishes to add certain products and services as detailed in Q474939, which is attached as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, in consideration of the premises, the parties intend that the Agreement be amended as follows:

1. Compensation shall be amended to include the fees detailed in Exhibit A. Exhibit A is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of the Client to provide applicable exemption certificate(s).
2. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
3. In the event of any inconsistency between the provisions of this Second Amendment and the documents comprising the Agreement, the provisions of this Second Amendment shall prevail.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed by their duly authorized representatives.

Agreement and Acceptance

By signing this document, the undersigned certifies they have authority to enter the Agreement. The undersigned also understands the services and terms.

Belmont, CA	**Granicus**
Signature:	**Signature:** DocuSigned by: Greg Eck 71FB6CB5D848403...
Name:	**Name:** Greg Eck
Title:	**Title:** Senior Manager, Contracts
Date:	**Date:** 8/29/2025

Belmont, CA	
Signature:	
Name:	
Title:	
Date:	

Granicus	
Signature:	DocuSigned by: Kimberly Rosenberger 8A340286FD5949F...
Name:	Kimberly Rosenberger
Title:	Sr. Contracts Manager
Date:	8/29/2025

Belmont, CA	
Signature:	
Name:	
Title:	
Date:	

Docusign Envelope ID: 327160EA-0298-489B-92A3-7F61075F2C27

Exhibit A

ORDER DETAILS

Prepared By:	Korgbae Freeman
Phone:	
Email:	korgbae.freeman@granicus.com
Order #:	Q-474939
Prepared On:	29 Aug 2025
Expires On:	30 Jun 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	01 Jul 2025 - 30 Jun 2026

The subscription includes the following domain(s) and subdomain(s):

http://www.belmont.gov

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PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
Government Experience Service Cloud Essentials *(Up to 10000 Unique Contacts)*	0 Each	$19,500.01
Service Portal	0 Each	$0.00
Extended LMS Training On-demand	0 Each	$0.00
Forms & Workflows (up to 50)	0 Each	$0.00
Community Satisfaction & Performance Monitoring	0 Each	$0.00
Email Communications (up to 1m annually)	0 Each	$0.00
Essential CX Services	0 Each	$4,000.01
	SUBTOTAL:	**$23,500.02**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
DisclosureDocs Setup and Configuration	Up Front	1 Each	$0.00
CampaignDocs Setup and Configuration	Up Front	1 Each	$0.00
GXI Foundations - Set-up, Config, and Training	Up Front	1 Each	$0.00
Government Experience Agent for GXC - Onboarding & Optimization	Up Front	1 Each	$15,000.00
		SUBTOTAL:	**$15,000.00**

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New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
GXI Foundations	Annual	1 Each	$0.00
Government Experience Service Cloud Essentials *(Up to 10000 Unique Contacts)*	Annual	1 Each	$29,505.84
Government Experience Agent for GXC (5,000 Interactions)	Annual	1 Each	$0.00
SUBTOTAL:			**$29,505.84**

Once purchased data storage has been exceeded, data storage is billed in increments of 1TB over the purchased data storage amounts herein and will be assessed an additional annual fee of $1,200.00 and billed in arrears. Storage is reviewed annually and is adjusted at the next annual renewal. Throughout the term of the contract Belmont, CA is able to contact Granicus for a report on how much storage has been used.

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Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
GovMeetings Live Cast	Annual	1 Each	$8,605.38
DisclosureDocs Web Redaction Subscription	Annual	1 Each	$493.04
CampaignDocs Subscription	Annual	1 Each	$691.74
Granicus Live Cast Encoding Software	Annual	1 Each	$3,244.50
Essentials Package 3	Annual	1 Each	$12,155.05
DisclosureDocs Ethics Subscription	Annual	1 Each	$632.18
Open Platform Suite	Annual	1 Each	$0.00
PST Email Extractor - LEGACY	Annual	1 Each	$1,736.45
govDelivery for Integrations	Annual	1 Each	$0.00
Peak Agenda Management	Annual	1 Each	$9,116.31
Questys Connector (Integration) (LegiStream)	Annual	1 Each	$1,085.95
DisclosureDocs Conflict of Interest Subscription	Annual	1 Each	$288.92
DisclosureDocs Full Review Subscription	Annual	1 Each	$288.79
DisclosureDocs Subscription	Annual	1 Each	$842.44
eDisclosure Filer Module Subscription	Annual	1 Each	$842.44
Platform - Essentials: Subscription	Annual	1 Each	$0.00
CampaignDocs - Hosting	Annual	1 Each	$0.00
CampaignDocs Web Publishing Subscription	Annual	1 Each	$242.13
eCampaign Subscription	Annual	1 Each	$587.96
Payments Module	Annual	1 Each	$0.00
Hosted Data Storage (TB)	Annual	1 Each	$0.00
Invoicing Module	Annual	1 Each	$0.00
FOIA Module Non Enterprise	Annual	1 Each	$0.00
Redaction License (per named user)	Annual	3 Each	$0.00
ADFS/Single Sign-on Module	Annual	1 Each	$0.00
Advanced Email Tracking	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
Service Request Management Module for Essentials: Subscription	Annual	1 Each	$13,230.00
govDelivery for Integrations	Annual	1 Each	$0.00
SUBTOTAL:			**$54,083.28**

Number of Filers:
75

CREDITS AVAILABLE

The number of Credits acquired due to the above purchase items:

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Available Service Credits	
Total Services Catalog Credits:	**25**

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FUTURE YEAR PRICING

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Solution(s)	Period of Performance		
	01 Jul 2026 - 30 Jun 2027	01 Jul 2027 - 30 Jun 2028	01 Jul 2028 - 30 Jun 2029
GovMeetings Live Cast	$9,035.65	$9,487.43	$9,961.80
DisclosureDocs Web Redaction Subscription	$517.69	$543.58	$570.76
CampaignDocs Subscription	$726.33	$762.64	$800.78
Granicus Live Cast Encoding Software	$3,406.73	$3,577.06	$3,755.91
Essentials Package 3	$12,762.80	$13,400.94	$14,070.99
DisclosureDocs Ethics Subscription	$663.79	$696.98	$731.83
Open Platform Suite	$0.00	$0.00	$0.00
PST Email Extractor - LEGACY	$1,823.27	$1,914.44	$2,010.16
govDelivery for Integrations	$0.00	$0.00	$0.00
Peak Agenda Management	$9,572.13	$10,050.73	$10,553.27
Questys Connector (Integration) (LegiStream)	$1,140.25	$1,197.26	$1,257.12
DisclosureDocs Conflict of Interest Subscription	$303.37	$318.53	$334.46
DisclosureDocs Full Review Subscription	$303.23	$318.39	$334.31
DisclosureDocs Subscription	$884.56	$928.79	$975.23
eDisclosure Filer Module Subscription	$884.56	$928.79	$975.23
Platform - Essentials: Subscription	$0.00	$0.00	$0.00
CampaignDocs - Hosting	$0.00	$0.00	$0.00
CampaignDocs Web Publishing Subscription	$254.24	$266.95	$280.30
eCampaign Subscription	$617.36	$648.23	$680.64
Payments Module	$0.00	$0.00	$0.00
Hosted Data Storage (TB)	$0.00	$0.00	$0.00
Invoicing Module	$0.00	$0.00	$0.00
FOIA Module Non Enterprise	$0.00	$0.00	$0.00
Redaction License (per named user)	$0.00	$0.00	$0.00
ADFS/Single Sign-on Module	$0.00	$0.00	$0.00
Advanced Email Tracking	$0.00	$0.00	$0.00

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Send Agenda (Peak)	$0.00	$0.00	$0.00
Service Request Management Module for Essentials: Subscription	$13,891.50	$14,586.08	$15,315.38
govDelivery for Integrations	$0.00	$0.00	$0.00
GXI Foundations	$0.00	$0.00	$0.00
Government Experience Service Cloud Essentials *(Up to 10000 Unique Contacts)*	$30,981.13	$32,530.19	$34,156.70
Government Experience Agent for GXC (5,000 Interactions)	$0.00	$0.00	$0.00
SUBTOTAL:	**$87,768.59**	**$92,157.01**	**$96,764.87**
Total Services Catalog Credits:	**25**	**25**	**25**

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PRODUCT UPDATES

FOR INFORMATION ON RECENT AND UPCOMING PRODUCT ENHANCEMENTS ACROSS THE GRANICUS PORTFOLIO, PLEASE REFER TO THE SEMIANNUAL UPDATE INFORMATION ON THIS WEBPAGE:
: HTTPS://GRANICUS.COM/SEMIANNUAL-UPDATES/

PRODUCT DESCRIPTIONS

Solution	Description
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
DisclosureDocs Web Redaction Subscription	Allows redacting and publishing the filed forms to your website. You are able to publish both – the Electronic as well as the Paper Filings. Public is given a robust Online eRetrieval System that helps them find the information they are searching for.
CampaignDocs Subscription	CampaignDocs™ is a powerful desktop system used by the ROV staff that provides numerous features to help you manage your Campaign Filers, generate letters, emails, run reports on Filings, scan paper filing and receive Electronic Filings submitted by the filers that use eCampaign Module.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. *Only used with the Live Cast encoder hardware and Live Cast solution.*
Essentials Package 3	Essentials Package 3
DisclosureDocs Ethics Subscription	Ethics Training Tracking - Ethics and Sexual Harassment Prevention Training Tracking Modules work hand in hand with our DisclosureDocs /eDisclosure System. This Module allows tracking the Ethics Certificates and notifying Filers of their Ethics Training requirements.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
PST Email Extractor - LEGACY	PST Email Extractor

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Solution	Description
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
DisclosureDocs Conflict of Interest Subscription	Conflict of Interest Code Module - allows your departments to simplify and automate the creation and collaboration of the Biennial Reviews and the Code Amendments (Exhibit A and B). This process streamlines the acceptance of the Code and drastically improves the productivity of the entire organization.
DisclosureDocs Full Review Subscription	Filer Review – allows the Filing Officer to perform the required tasks of verifying the accuracy of forms and if needed requesting necessary Amendments. 20% on time and 100 % late filings. 10 % needs to be picked at random.
DisclosureDocs Subscription	DisclosureDocs™ is your robust desktop application that provides numerous features to help you manage your Filers, Conflict of Interest Code changes, Full and Facial Reviews, generate Letters, Emails, business process Reports and manage your corresponding Public Access and Electronic Filing components.
eDisclosure Filer Module Subscription	eDisclosure™ application allows your Filers to login and file for all positions that he/she is holding as well as submit the filing to their Filing Officer(s).
Platform - Essentials: Subscription	OneView Essentials Level Subscription, includes base platform only, Mobile, and Web Apps. Requires an additional module (Service Requests, Messaging, Knowledge Base, Waste Reminders) added.
CampaignDocs Web Publishing	CampaignDocs WebPublisher™ module the public has access to

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Solution	Description
Subscription	redacted copies of the filings on the web. The public is able to search, view and print from their own computer without the need of using your agency's resources.
eCampaign Subscription	eCampaign™ system is a benefit to your filers. Your filers will be able to use our data screens to enter their contributions / expenditures as they occur and file their forms by the due date. The system will validate the information and summarize all the information on the forms. There are several tools that will help your Filer properly file their filings.
Payments Module	Payments Module
Hosted Data Storage (TB)	Hosted Data Storage (TB)
Invoicing Module	Invoicing Module
FOIA Module Non Enterprise	FOIA Module Non Enterprise
Redaction License (per named user)	Redaction License (per named user)
ADFS/Single Sign-on Module	ADFS/Single Sign-on Module
Advanced Email Tracking	Advanced Email Tracking
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Service Request Management Module for Essentials: Subscription	Ongoing subscription for Essentials Service Request Management Module
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow

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Solution	Description
	subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
DisclosureDocs Setup and Configuration	DisclosureDocs Professional Services Fee for Setup and Configuration
CampaignDocs Setup and Configuration	CampaignDocs™ is a powerful desktop system used by the ROV staff that provides numerous features to help you manage your Campaign Filers, generate letters, emails, run reports on Filings, scan paper filing and receive Electronic Filings submitted by the filers that use eCampaign Module.
GXI Foundations	GXI Foundations provides a set of smart-widgets that embed into your website and selectively engage website visitors to gather standardized feedback on their digital experience and/or community sentiment around key community themes. The aggregrated insights are available to you via an interactive dashboard.
GXI Foundations - Set-up, Config, and Training	GXI Foundations implementation involves configuring the GXI Foundations embeddable code snippets to control behaviours such as where and how they appear, and then embedding these into your website.
Government Experience Service Cloud Essentials	The annual subscription edition is an outcome-focused solution that Increases online self-service, reduces calls, and drives more clicks to help constituents do business with you. Solution includes: • Strategic Capabilities o Designated Experience Partner o Extended LMS Training On-demand o Access to Services Catalog o Biannual CX Program Brief to Review Insights & Recommendations o Online Help Articles and Access to govCommunity • Data Insights o Community Satisfaction and Performance Monitoring o Government Effectiveness Score o Digital Experience Score o Quality of Life Surveys o In-app Reporting and Dashboards

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Solution	Description
	• Connected Technology o Service Web Portal o Forms and Workflows (up to 50) ▪ Capabilities include: (1) Drag and drop form builder, (2) display logic, calculations, and payments, (3) insights dashboard and form analytics, (4) unlimited responses and ability 'to save and return', (5) data connections and API access, and (6) up to 10GB file uploads and 1,000 web API calls per hour o Outbound Communications ▪ Outreach mediums include unlimited email, up to 100k SMS/text messages, RSS feeds, and social media integration to connect with target audiences. o Ongoing security updates o Ongoing product updates and enhancements o Product accessibility maintained perpetually o 99.9% up-time guarantee o Technical Support Reporting (biannual) o Escalation & Care Process o Support Coverage & Response Time SLAs ▪ Severity Level 1: System unavailable – 1 hour ▪ Severity Level 2: Major system features unavailable, no user workaround – 4 hours ▪ Severity Level 3: Major system features unavailable, user workaround available – 12 hours ▪ Severity Level 4: Transactional issue, user workaround available - 24 hours A "Unique Contact" is an individual that provides either an email address, phone number, or both. Additional fees for exceeding contracted Unique Contact tier will automatically be applied in arrears and adjusted for go-forward use at subscription renewal. Overages above 1M unique contacts are billed in increments of 100,000 Unique Contacts. * SMS/text messages only available for US and UK customers.
Government Experience Agent for GXC (5,000 Interactions)	Empower your government services with the Government Experience Agent (GXA), an AI-powered conversational agent designed to deliver clear, accurate, transparent, and accessible support to citizens. Key Features:

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Solution	Description
	Data Integration: Ingest unlimited website data sources and non-published, machine-readable PDF documents for GXA to use as sources for responses Unlimited data storage **Conversational Intelligence:** Responsive UI with precise summarization Conversational history for context-aware interactions Session persistence for seamless user experience without authentication Prompt response caching for faster replies **Accessibility & Multilingual Support:** Compliance with WACG 2.2 AA Standards **Transparency & Trust:** Source citation for every response to ensure verification and accountability Automated response evaluation to maintain high standards of quality, relevance, and accuracy Backend console view of interaction data history to provide records of interaction content, feedback, and metadata **Safety & Compliance:** Built-in prompt-level, and LLM-specific guardrails to ensure safe and compliant interactions **Automation & Analytics:** Automated web scraper to keep data sources up to date User interaction analytics for performance insights **Ongoing Partnership Consultation:** One (1) Experience Servies manager review per quarter to review insights from GXA's analytics and provide guidance on ongoing optimization. This quarterly review will include recommendations on how to best leverage the included service credits to achieve your agency's specific goals. Premium Support provided Monday through Friday. **Additional Terms:** Subscription includes 5,000 annual interactions. Annual interactions must be consumed within their year of allocation. If consumption of interactions

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Solution	Description
	exceeds the allotment included in the subscription, additional interactions can be purchased separately. Third-party / custom integrations are not included in the subscription and would need to be priced and scoped separately.
Government Experience Agent for GXC - Onboarding & Optimization	nitial setup, configuration, and optimization of GXA to get the agent live and embedded into your website. Deliverables include: Initial GXA technical configuration Branding configuration Professional Project Management (daily standup meetings; weekly communications) One (1) 60-minute Predefined Response Questions (PRQ) Workshop One (1) web traffic report including top trafficked pages and most used search terms (assumes client provides access to Google Analytics & Google Search Console or similar web analytics tool) Up to one (1) tailored list of approximately 300 commonly asked questions to support UAT One (1) AI-driven Jurisdictional Awareness Report Up to four (4) hours of GXA administrative console training Onboarding must be initiated within six weeks of contract close date.

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to

STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont
Staff Contact:	Kathy Kleinbaum, Assistant City Manager, kkleinbaum@belmont.gov Grace Castaneda, Finance Director, gcastaneda@belmont.gov
Agenda Title:	Service Agreement with Economic & Planning Systems, Inc.
Agenda Action:	Motion

Recommendation

Motion authorizing the City Manager to negotiate and execute a Service Agreement with Economic & Planning Systems, Inc. (EPS) to perform a Development Impact Fee Nexus Study in an amount not-to-exceed $128,000.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The City currently has adopted development impact fees to mitigate the impacts of new development on City infrastructure. These fees need to be updated on a periodic basis to ensure they comply with the current legal framework and adequately address development impacts. The City issued a Request for Proposals (RFP) in July 2025, seeking a qualified firm to conduct a comprehensive Development Impact Fee Study, including but not limited to Park Improvement Impact Fee, Quimby Act Parkland Dedication In-Lieu Fee, and Transportation Impact Fee (TIF). The Commercial Linkage Fee and Inclusionary Housing In-Lieu Fees, which require new developments to contribute towards affordable housing development, are being evaluated under a separate multi-jurisdictional study that will occur in parallel with this effort.

In response to the RFP, the City received proposals from four firms, including Matrix Consulting Group, Economic & Planning Systems, Inc., Wilden Financial Services, and Revenue & Cost Specialists (RCS). City staff from the Finance, Community Development, and Public Works Departments screened and ranked these RFQs based on experience of the firm and project team, their approach to complete the project, and their understanding of the City's needs. Based on their proposal and interviews, staff recommends Economic Planning Systems, Inc. (EPS) for implementation of the Development Impact Fee Study.

Analysis

The City has experienced steady development and seeks to ensure that growth continues to pay its fair share of the public infrastructure and services it demands. The City's last major update to its development impact fee programs occurred in Fiscal Year 2020-21. Since then, there have been changes in state law, development patterns, and infrastructure needs that necessitate an updated and legally sound nexus study.

Objectives of the Development Impact Fee Study include:

- Establishing updated and legally defensible fee schedules
- Ensuring compliance with the Mitigation Fee Act (AB 1600) and Quimby Act provisions
- Integrating recent case law, particularly Sheetz, into the City's fee methodology and implementation
- Providing clear policy guidance, cost of infrastructure estimates, nexus findings, and administrative procedures
- Assuring the overall fee load does not impact project feasibility and create a deterrent to future development activity in the City

The study is anticipated to take roughly eight months to complete. The TIF analysis will include transportation analysis which will be completed by Kittleson and Associates, who is serving as a subconsultant to EPS. The final fee recommendations will be brought forward to City Council for review and approval.

The budget for the analysis includes an optional task for the consultant to peer review the Commercial Linkage Fee and Inclusionary Housing In-Lieu Fee analysis that is happening in parallel as part of the multi-jurisdictional effort. Staff has not yet determined whether we will move forward with this optional task, and it will depend in part on the timing of the other effort.

Alternatives

1. Take no action and defer the study to a later date.

Attachments

1. Request for Qualifications/Proposals
2. EPS Proposal

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The current fiscal year 2025-26 budget included $128,000 for the development impact fee study in the General Plan Maintenance Fund (Account# 212-5-906-8351.)

Source:	**Purpose:**	**Public Outreach:**
Staff	Statutory/Contractual Requirement	Posting of Agenda

REQUEST FOR QUALIFICATIONS/PROPOSAL
CONSULTING SERVICES FOR DEVELOPMENT IMPACT FEES AND CERTAIN OTHER DEVELOPMENT-RELATED FEES

July 14, 2025

Dear Potential Firm:

The City of Belmont ("City") is seeking a response to this Request for Qualifications/Proposal (RFQ/P) for Development Impact Fee Consulting Services from a qualified, client-oriented firm to offer the highest quality of service at reasonable cost to the City.

Firms are invited to submit their proposal electronically, which should be emailed to Nawel Voelker, Management Analyst, at nvoelker@belmont.gov. Proposals, in accordance with the specifications and scope of work below, will be accepted until 5:00 p.m., Wednesday, August 13, 2025.

Proposals will be reviewed, and those firms whose qualifications most appropriately meet the City's needs will be invited for follow up leading to a service agreement with the selected firm.

Thank you for your interest and good luck!

Sincerely,

Grace Castaneda
Finance Director

City of Belmont
Request for Qualifications/Proposals (RFQ/P)
Consultant Services for Development Impact Fee Study

Release Date: July 14, 2025

Responses Due: August 13, 2025

Contact: Nawel Voelker, Management Analyst, nvoelker@belmont.gov, (650) 595-7433

I. INTRODUCTION

The City of Belmont (City) is seeking responses to a Request for Qualifications/Proposal (RFQ/P) from qualified firms ("Consultants") to conduct a comprehensive Development Impact Fee Study, including but not limited to:

- Park Improvement Impact Fee
- Quimby Act Parkland Dedication In-Lieu Fee
- Transportation Impact Fee

The study shall evaluate and update the City's existing impact fee programs, develop any necessary new fees, conduct a fee load analysis, and ensure compliance with current legal frameworks, including the recent Supreme Court ruling in Sheetz v. County of El Dorado (2024).

Optional Services (to be included in the proposal as separate line items): The City is participating in a multi-jurisdictional effort as part of the San Mateo County 21 Elements group to update our Commercial Development Affordable Housing Linkage and Housing Inclusionary In-Lieu fees that is being funded by a MTC grant. The timeline for completing this analysis will likely be by the end of Fiscal Year 2025-26. Additional services to provide a peer review for the recommended fee levels under that study may be needed, taking into consideration the overall fee burden in relation to the City's other impact fees.

II. BACKGROUND

City of Belmont

Belmont is a residential community located mid-way between San Francisco and San Jose in the Bay Area. Approximately 4.6 square miles in size, the City is uniquely situated just north of Silicon Valley.

Belmont was incorporated in 1926 as a general law city. The City is governed by a five-member City Council and is administered by a City Manager. The City Manager supervises a full-time staff of 145 employees, providing a full array of municipal services. The population is currently estimated at 26,931.

Project Background and Objectives
The City has experienced steady development and seeks to ensure that growth continues to pay its fair share of the public infrastructure and services it demands. The City's last major update to its development impact fee programs occurred in 2020/21. Since then, there have been changes in state law, development patterns, and infrastructure needs that necessitate an updated and legally sound nexus study.

Objectives include:

- Establishing updated and legally defensible fee schedules
- Ensuring compliance with the Mitigation Fee Act (AB 1600) and Quimby Act provisions
- Integrating recent case law, particularly Sheetz, into the City's fee methodology and implementation
- Providing clear policy guidance, cost of infrastructure estimates, nexus findings, and administrative procedures
- Assuring the overall fee load does not impact project feasibility and create a deterrent to future development activity in the City

III. SCOPE OF SERVICES

Specifically, Belmont is requesting the assistance of qualified firms to provide consultant services for conducting Development Impact Fee analysis. The Consultant's scope shall include, but not be limited to:

1. Review & Analysis

- Evaluate current fee programs and applicable planning documents (General Plan, Parks Master Plan, Capital Improvement Plan, Circulation Element, etc.)
- Review existing and planned public facility needs and costs

2. Legal Compliance & Case Law Integration

- Analyze and incorporate the implications of Sheetz v. County of El Dorado (2024)
- Ensure defensible methodology and implementation strategy under state and federal constitutional standards

3. **Fee Calculations**
    - Prepare updated fee calculations for:
        - Park Improvement Impact Fees
        - Quimby Act In-Lieu Fees
        - Transportation Impact Fees
        - Commercial Development Affordable Housing Linkage Fee Study *(include as separate line item in the proposal – optional service for peer review of study performed by other consultant)*
        - Housing Inclusionary In-Lieu Fee Study *(include as separate line item in the proposal – optional service for peer review of study performed by other consultant)*
    - Evaluate fee structures by land use type, intensity, and geography if applicable
    - Conduct a fee load and benchmarking analysis that evaluates the cumulative impact of the City's proposed development impact fees (including Park Improvement, Quimby In-Lieu, and Transportation Impact Fees) on various development types. This analysis should assess the reasonableness of the total fee burden in the context of the City's infrastructure needs and compare it to fee structures in similar or neighboring jurisdictions. The analysis should help inform policy decisions about balancing cost recovery, development feasibility, and regional competitiveness.

4. **Nexus Study & Documentation**
    - Draft comprehensive nexus studies with technical analysis, justifications, and findings
    - Provide clear administrative guidelines for fee adoption, collection, use, and annual reporting

5. **Stakeholder Engagement**
    - Present preliminary findings to staff and stakeholders
    - Attend and present at City Council hearings

6. **Adoption Support**
    - Assist with CEQA compliance as needed
    - Prepare staff reports and adoption materials
    - Provide expert testimony during adoption hearings

IV. PROPOSAL REQUIREMENTS

Please include the following in your proposal:

- **Cover Letter**
- **Firm Qualifications & Experience**
    - Emphasize experience with similar fee programs and nexus studies
    - Highlight understanding of Sheetz implications and constitutional exactions law
- **Proposed Work Plan and Schedule**
- **Key Personnel & Resumes**
- **References (3 minimum)**
- **Fee Proposal** (in a separate sealed envelope or under separate cover if electronic)

V. SELECTION PROCESS

Overall responsiveness to the RFP is a major factor in the evaluation process. Proposals will be evaluated based on the following criteria:

Evaluation Criteria	Points
Relevant Experience and Qualifications	20
Understanding of Scope and Approach	20
Familiarity with Legal Requirements (e.g., Sheetz, AB 1600, Quimby Act)	20
Project Team and Availability	20
Cost Proposal	20

VI. SUBMISSION INFORMATION

Please forward your qualifications and client references comparable in scope to the City's proposal with names, addresses, and telephone numbers. Also, include a Scope of Services with cost summary of the cost to provide these services by type.

Submit electronic proposals via email or file sharing link (PDF format) to:

Nawel Voelker
Management Analyst
City of Belmont
Email: nvoelker@belmont.gov
Phone: (650) 595-7433

Deadline: August 13, 2025

The proposal must be received before the specified time as designated in the cover letter of this RFP. Late proposals will not be considered.

A sample standard City of Belmont Consultant and Professional Services Agreement is attached (Attachment A) for your review. All submittals must include a statement that the attached agreement has been reviewed and is acceptable to the Consultant(s). Any proposed modifications (and reasons for such) to the agreement must be included with your submittal to be considered by the City. No guarantee those changes would be entertained by the City. Please note that the City may or may not entertain any requested changes to the standard agreement, at its sole discretion.

All costs associated with the preparation and submittal of the proposal is the sole responsibility of the consultant or consulting firm.

VII. TIMELINE (Tentative)

Milestone	Date
RFQ/P Issued	July 14, 2025
Deadline for Questions	August 4, 2025
Proposals Due	August 13, 2025
Consultant Interviews (if needed)	TBD
Council Approval & Contract Award	October 2025
Project Kick-Off	November 2025

Oral Presentations (if needed) –
If necessary, finalists will be notified during the proposer notification process to schedule an oral interview. If held, oral interviews will take place at Belmont City Hall, One Twin Pines Lane, Suite 360, Belmont, on dates to be determined.

Notification to Finalists –
All finalists will be notified of final decision by August 25, 2025. Upon written request, we will provide a copy of the successful proposal once the contract is executed.

VIII. THE CITY'S RIGHTS, OPTIONS, AND POLICIES

This RFP does not commit the City to enter into a contract, nor does it obligate the City to pay for any costs associated with the preparation or submission of the proposals. The City also reserves the right to:

- Make the selection and award the contract based on its sole discretion, which may include continuing the relationship with the selected firm.
- Reject any and all proposals;

- Accept the proposal that appears to be in the best interest of the City, and not necessarily the lowest offer submitted. Quality, efficiency, suitability, and delivery of services will also be considered, as will the reputation of the services in general;
- Correct any technical errors in the Request for Proposal process;
- Enter into an agreement with another proposer in the event the selected proposer fails to enter into an agreement with the City;
- Award any resultant agreement to one consultant vendor.

An agreement shall not become binding or valid with the City unless and until it is executed by authorized representatives of the City and the selected proposer.

IX. ADDITIONAL INFORMATION AND QUESTIONS

Questions relating to this RFP should be directed to Nawel Voelker, Management Analyst, at nvoelker@belmont.gov. Further contact information is below:

Nawel Voelker
Management Analyst
City of Belmont
One Twin Pines Lane, Suite 320
Belmont, CA 94002
(650) 595-7433

After release of the RFP, no officer, employee, agent, or representative of the firm shall have any contact or discussion, verbal or written, with any members of the City Council, Non-Finance Department City Staff, or directly or indirectly seek to influence any City Council member or Non-Finance Department City Staff, except as provided herein, as it pertains to this RFP process.

Attachment A

Sample Standard City of Belmont Consultant and Professional Services Agreement

CITY OF BELMONT
SERVICE AGREEMENT
Consultant Name
Project Name

This Service Agreement (hereinafter "Agreement") is entered into by the City of Belmont, a municipal corporation (hereinafter "City"), and **[Enter name of consultant including the type of entity and place of registration, ex. ABC Consulting, a California Limited Liability Company]**, (hereinafter "Consultant"). City and Consultant may be collectively referred to herein as the "parties."

RECITALS

A. City requested a proposal from Consultant to perform the services generally including: **Click here to enter text.**

B. In response to the City's request, Consultant submitted a proposal, and, after negotiations, Consultant agreed to perform the services more particularly described on Exhibit "B", in return for the compensation described in this Agreement and Exhibit "B".

C. In reliance upon Consultant's documentation of its qualifications, the City finds that Consultant has demonstrated the requisite qualifications, experience, training, and expertise to perform the requested services.

IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF SERVICES.** Consultant agrees to perform the services described in Exhibit "B", attached hereto and incorporated herein by reference, in accordance with the terms and conditions contained in this Agreement.

2. **PUBLIC WORKS PROJECT**. ☐ When the preceding box is checked, the services to be performed include public works within the meaning of Labor Code Sections 1720 to 1861 and Consultant must comply state laws pertaining to prevailing wage and the requirements contained in City of Belmont Agreement Addendum Labor Code Requirements for Public Works Projects, attached and incorporated in this Agreement by reference.

3. **TIME FOR PERFORMANCE.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth herein must be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Consultant must commence performance, and must complete all required services no later than the dates set forth in Exhibit "B." Any services for which times for performance are not specified in this Agreement must be commenced and completed by Consultant in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Consultant. Consultant must submit all requests for extensions of time to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

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4. PAYMENT.

4(A). Billing. In order to request payment, Consultant must submit monthly invoices to the City identifying the services performed and the charges therefore (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses), based upon the Consultant's billing rates (set forth on Exhibit "B"). The City will make monthly payments to Consultant for services which are performed in accordance with this Agreement, to the satisfaction of the City.

4(B). "Not to Exceed" Compensation. The compensation payable to Consultant for the services identified in Exhibit "B" must not exceed $ **Click here to enter text.**. Consultant must not perform any services beyond the services identified in Exhibit "B" without prior written authorization from the City's Authorized Representative. If the City's Authorized Representative provides authorization for additional services, the total compensation payable to the Consultant under this Agreement must not exceed $ **Click here to enter text.**.

4(C). Consultant's Failure to Perform. In the event that Consultant performs services which do not comply with the requirements of this Agreement, Consultant will, upon receipt of written notice from the City, re-perform the services (without additional compensation to the Consultant). If Consultant's failure to perform in accordance with this Agreement causes damages to the City, Consultant must reimburse the City for the damages incurred (which may be charged as an offset to Consultant's payment).

5. AUTHORIZED REPRESENTATIVES.

5(A). Consultant's Authorized Representative. Consultant understands that, in entering into this Agreement, the City has relied upon Consultant's ability to perform in accordance with its representations regarding the qualifications of the Consultant (including the qualifications of its Authorized Representative, its personnel, and its subconsultants, if any). All services under this Agreement must be performed by, or under the direct supervision of, Consultant's Authorized Representative.

5(B). City's Authorized Representative. For the performance of services under this Agreement, the Consultant will take direction from the City's Authorized Representative, **Click here to enter text.**, unless otherwise designated in writing by the City's Authorized Representative or the City Manager.

6. INFORMATION AND DOCUMENTATION.

6(A). Information from City. City has made an effort to provide Consultant with all information necessary for Consultant's performance of services under this Agreement. If Consultant believes additional information is required, Consultant will promptly notify the City, and the City will provide to Consultant all relevant non-privileged information in City's possession.

6(B). Consultant's Accounting Records. Consultant must maintain all accounting records related to this Agreement in accordance with generally accepted accounting principles and state law requirements, and in no event for less than four years. Consultant's accounting records must include, at a minimum, all documents which support Consultant's costs and expenses related to this Agreement, including personnel, subconsultant invoices and

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payments, and reimbursable expenses. Consultant's accounting records must be made available to City within a reasonable time after City's request, during normal business hours.

6(C). Ownership of Work Product. All original documents prepared by Consultant (including its employees and subconsultants) for this Agreement ("work product"), whether complete or in progress, are the property of the City, and must be given to the City at the completion of Consultant's services, or upon demand by the City. Consultant may make and keep copies of the work product. Consultant may not reveal the work product, or make it available, to any third party without the prior written consent of the City.

7. RELATIONSHIP BETWEEN THE PARTIES. Consultant is, and at all times will remain, an independent contractor solely responsible for all acts of its employees, agents, or subconsultants, including any negligent acts or omissions. Consultant is not City's agent, and has no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Consultant. Consultant is not an officer or employee of City, and Consultant is not entitled to any benefit, right, or compensation other than that provided in this Agreement.

8. CONFLICTS OF INTEREST PROHIBITED. Consultant (including its employees, agents, and subconsultants) may not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. Consultant must comply with all requirements of the Political Reform Act (California Government Code Sections 81000, *et seq.*) and other laws relating to conflicts of interest, including: (a) Consultant must not make or participate in a decision made by the City if it is reasonably foreseeable that the decision may have a material effect on Consultant's economic interest, and (b) if required by law, Consultant must file financial disclosure forms with the City Clerk. If Consultant maintains or acquires a conflicting interest, any contract with the City (including this Agreement) involving Consultant's conflicting interest may be terminated by the City.

9. LEVINE ACT DISCLOSURE. Consultant must disclosure on a form approved by the City whether Consultant or its agents have made contributions to one or more City officials that are subject to the requirements of the Levine Act (Calif. Gov't Code § 84308(e) or the regulations of the Fair Political Practices Commission that implement the Act (Title 2 Calif. Code of Regs., §18438.8(b)). If at any time during the term of this Agreement the total contributions to a City official by Consultant and its agents exceed $250, Consultant must promptly disclosure the contributions by submitting a supplement written disclosure.

10. NONDISCRIMINATION. Consultant must not discriminate against any person related to the performance under this Agreement (including any employee or applicant) because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

11. COMPLIANCE WITH LAW AND STANDARD OF CARE. Consultant will comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant will perform services under this Agreement using a standard of care equal to, or greater than, the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.

DRAFT SAMPLE

12. **BUSINESS LICENSE.** The Consultant must apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.

13. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Consultant must immediately notify the City Risk Manager's office by email at finance@belmont.gov, and Consultant must promptly submit to the City's Risk Manager and the City's Authorized Representative, a written report (in a form acceptable to the City) with the following information: (a) name and address of the injured or deceased person(s), (b) name and address of witnesses, (c) name and address of Consultant's insurance company, and (d) a detailed description of the damage and whether any City property was involved.

14. **INSURANCE.**

14(A). Consultant must throughout the duration of this Agreement maintain insurance to cover Consultant (including its agents, representatives, subconsultants, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work.

14(B). Consultant must at a minimum maintain the following types of insurance indicated by the check box next to the insurance type. Consultant must fully comply with the City's insurance specifications in Exhibit A "*Insurance Standards for Services*", attached to this Agreement. City may modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

☒ **Workers Compensation (WC)**

☒ **Commercial General Liability (CGL)**

☐ The CGL limit level is modified as follows: _____.

☒ **Employers Liability**

☒ **Automobile Liability (AL)**

☐ The AL limit level is modified as follows: _____.

☒ **Professional Liability (PL)**

☐ The PL limit level is modified as follows: _____.

☐ **Pollution Legal Liability, Asbestos Legal Liability, Errors and Omissions (PLL, ALL, EO)**

☐ The PLL, ALL, EO limit level is modified as follows: _____.

14(C). Consultant grants to City a waiver of any right to subrogation which any insurer of Consultant may acquire against the City by virtue of the payment of any loss under such insurance.

15. **INDEMNIFICATION.** Consultant must indemnify, hold harmless, and defend the City

DRAFT SAMPLE

(including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from performance, or failure to perform, under this Agreement.

16. **TERM OF THE AGREEMENT.** The term of this Agreement will commence on the date last signed by the parties, below, and will continue until completion of all services in accordance with the timing requirements set forth in Exhibit "B" and paragraph 2 of this Agreement. This Agreement may be terminated by the City without cause upon 15 days written notice to Consultant. If the City exercises its right to terminate this Agreement in accordance with this paragraph, the City will pay Consultant for all services satisfactorily performed in accordance with this Agreement, through and including the date of termination, but not to exceed the payments according to the rates specified in Exhibit "B" or the maximum amount authorized under paragraph 3 of this Agreement.

17. **DEFAULT.** If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party will give written notice of the default (with reasonable specificity) to the defaulting party, and demand the default to be cured within ten days of the notice. If: (a) the defaulting party fails to cure the default within ten days of the notice, or, (b) if more than ten days are reasonably required to cure the default and the defaulting party fails to give adequate written assurance of due performance within ten days of the notice, then (c) the demanding party may terminate this Agreement upon written notice to the defaulting party.

18. **NOTICES.** All notices required or contemplated by this Agreement must be in writing and must be delivered to the respective party as set forth in this section. Communications are deemed effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Belmont	**To: Consultant**
Attn: **Click here to enter text.**	Attn: **Click here to enter text.**
Click here to enter text.	**Click here to enter text.**
One Twin Pines Lane, Suite **Click here to enter text.**	**Click here to enter text.**
Belmont, CA 94002	**Click here to enter text.**

19. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

20. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement is to be construed as not containing that term, and the remainder of this Agreement is to remain in full force and effect; provided, however, this paragraph does not apply to the extent

DRAFT SAMPLE

that it would result in a frustration of the parties' intent under this Agreement.

21. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement is governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement will be filed and heard in a court of competent jurisdiction in the County of San Mateo.

22. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred.

23. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, may not be assigned or transferred, nor may any of the Consultant's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City will be void and of no force or effect. A consent by the City to one assignment is not consent to any subsequent assignment.

24. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.

25. **WAIVERS.** Waiver of a breach or default under this Agreement does not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

26. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement control.

27. **ENTIRE AGREEMENT.** This Agreement, including all exhibits attached and documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complementary; what is called for in one is binding as if called for in all.

28. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Consultant and the City. This Agreement inures to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

DRAFT SAMPLE

IN WITNESS WHEREOF, the City and Consultant do hereby agree to the full performance of the terms set forth herein.

CITY OF BELMONT	**CONSULTANT** **Click here to enter text.**
By: _____ Afshin Oskoui, City Manager	By: _____ _____ (print name) (print title)
Date: _____	Date: _____
APPROVED AS TO FORM _____ Scott M. Rennie, City Attorney	By: _____ _____ (print name) (print title)
FUNDING VERIFIED _____ Finance Director	Date: _____

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Exhibit A
Insurance Standards for Services

(Cover Sheet)

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CITY OF BELMONT
Insurance Standards For Services
October 2024

1. **Minimum Coverage**. When made applicable to the agreement, these insurance standards identify the minimum insurance levels with which a party to a services agreement with the City of Belmont must comply. Compliance with the minimum insurance levels does not relieve the party of any other performance responsibilities under any agreement with the City (including indemnity requirements). "Party" as used in this document means the person or entity contracting with the City of Belmont.

2. **Types of Coverage**. This section identifies the minimum insurance levels for certain types of insurance. When an agreement with the City Belmont requires a party to maintain a certain type of insurance, the party must maintain the required type of insurance at least the minimum levels and coverage standards below for the duration of the agreement and for three years after, unless otherwise specified in the agreement or below.

   2(A). Workers' Compensation. Workers' compensation coverage as required by the State of California, with statutory limits.

   2(B). Commercial General Liability (CGL). Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit must be twice the required occurrence limit.

   2(C). Employer's Liability. Employer's liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

   2(D). Automobile Liability. Automobile liability with coverage at least as broad as ISO Form Number CA 00 01 covering any auto (Code 1), or if the party has no owned autos, hired, (Code 8) and non-owned autos (Code 9) in an amount not less than $1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to the party's vehicle usage in performing services hereunder).

   2(E). Professional Liability. Errors and omissions professional liability insurance appropriate to the party's profession and services provided, with a limit no less than $2,000,000 per occurrence or claim, and no less than $2,000,000 policy aggregate.

   2(F). Pollution Legal Liability, Asbestos Legal Liability, Errors and Omissions. If the Work involves environmental hazards, contractors' pollution legal liability in an amount not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

3. **Additional Coverage**. The party may carry, at its own expense, any additional insurance it deems necessary or prudent. If the party maintains broader coverage or higher levels than the minimums shown above, City is entitled to those broader coverages and higher limits

maintained by the party. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage must be available to the City.

4. **Insurer Qualifications**. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

5. **Umbrella or Excess Policies**. The party may use umbrella or excess policies to provide the liability limits required. This form of insurance will be acceptable provided that all of the primary and umbrella or excess policies provide all of the insurance coverages required, including, but not limited to, primary and non-contributory, additional insured, self-insured retentions (SIRs), indemnity, and defense requirements. The umbrella or excess policies must be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying commercial general liability insurance. No insurance policies maintained by the additional insureds, whether primary or excess, and which also apply to a loss covered herein, may be called upon to contribute to a loss until the party's primary and excess liability policies are exhausted.

6. **Self-Insured Retention and Deductibles.**

6(A). Self-insured retentions (SIR) must be declared to and approved by City.

6(B). The City may require the party to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

6(C). Policies must provide, or be endorsed to provide, that self-insured retention may be satisfied by either the named insured or City. Policies must NOT contain any self-insured retention provision that limits the satisfaction of the SIR to the named insured. Policies must provide that defense costs, including allocated loss adjustment expenses, will satisfy the SIR or deductible.

6(D). CGL and any policies, including excess liability policies, may not be subject to a self-insured retention or deductible that exceeds $50,000 unless approved in writing by City. City may deduct from any amounts otherwise due the party to fund any SIR and any deductibles.

6(E). Any and all deductibles and SIRs are the sole responsibility of the party or the party's subcontractor who procured such insurance and must not apply to the City as an additional insured.

7. **Subrogation Waiver and Endorsement.** The party agrees to waive rights of subrogation which any insurer of the party may acquire from the party by virtue of the payment of any loss. The party agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by the party, its employees, agents and subcontractors.

8. **Verification of Coverage**. Concurrently with the execution of this Agreement, the party must

furnish City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by these insurance specifications and a copy of the declarations and endorsements pages of the CGL and any excess policies listing all policy endorsements. All certificates and endorsements and copies of the declarations and endorsements pages are to be received and approved by City before work commences. However, failure to provide the required documents before work begins will not waive the party's obligation to provide them. The party must provide City with complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time upon request by the City.

9. Endorsements. The insurance policies must be endorsed as follows:

9(A). The City, including its elected officials, officers, employees, agents and volunteers are to be covered as additional insureds on the Commercial General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the party including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the party. General liability coverage can be provided in the form of an endorsement to the party's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9(B). For any claims, the party's insurance coverage must be primary and non-contributory insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, elected officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, elected officials, employees, agents, or volunteers must be excess of the party's insurance and not contribute with it. This requirement also applies to any excess or umbrella liability policies. This requirement does not apply to professional liability or worker's compensation policies.

9(C). Each insurance policy must provide that coverage may not be canceled, except with notice to the City.

10. Claims Made Policies. If any required coverage is made on a claims-made form:

10(A). The "Retro Date" must be shown and must be before the date of the contract or the beginning of contract work.

10(B). Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract of work.

10(C). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the party must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

10(D). A copy of the claims reporting requirements must be submitted to City for review.

10(E). If the services involve lead-based paint or asbestos identification/remediation, the party's pollution liability policy may not contain lead-based paint or asbestos exclusions.

If the services involve mold identification/remediation, the party's pollution liability policy may not contain a mold exclusion, and the definition of pollution must include microbial matter, including mold.

11. **Subcontractors**. The party must require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and the party must ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors must provide coverage with a format least as broad as CG 20 38 04 13.

12. **Special Risks or Circumstances**. The City may modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Exhibit B
Scope of Work

(Cover Sheet)

DRAFT SAMPLE

Economic & Planning Systems, Inc.
The Economics of Land Use

Development Impact Fee Update Study

PROPOSAL

Prepared for:
City of Belmont

Prepared by:
Economic & Planning Systems, Inc.

August 13, 2025

EPS #251075

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August 13, 2025

Nawel Voelker
Management Analyst
City of Belmont
One Twin Pines Lane, Ste. 320
Belmont, CA 94002

Subject: Proposal to Prepare a Comprehensive Development Impact Fee Update Study; EPS #251075

Dear Nawel:

Economic & Planning Systems, Inc. (EPS) is pleased to submit this proposal to update the City of Belmont (City)'s Development Impact Fees (AB1600 fees), to include the Parkland Improvement Impact Fee, Quimby Act Parkland Dedication In-Lieu Fee, and Transportation Impact Fee. For this proposal, EPS is partnered with Kittelson & Associates, who will provide the analysis for the Transportation Impact Fee update. This proposal also includes EPS' services to peer review the Housing Impact Fees and Inclusionary In-Lieu Fees studies.

In 2020, the same team of EPS and Kittelson Associates worked closely with City of Belmont staff on developing the City's transportation and parks improvement development impact fee programs as well as its Quimby Act parkland in-lieu fee.

EPS is a land use economics consulting firm with offices in Oakland, Sacramento, Los Angeles, and Denver. We have been conducting public financing and development impact fee studies since its inception in 1983. EPS has a broad practice in developing and updating development impact fee programs for cities throughout California since the passage of the Mitigation Fee Act. EPS also tracks and refines its technical work based on evolving legislation and court cases, such as the recent AB 602 and Sheetz U.S. Supreme Court case.

Over the last five years, EPS has completed or is in the process of completing development impact fee studies for cities in San Mateo County, Santa Clara County, Contra Costa County, Alameda County, and Sacramento County among others. A sample of these cities includes Redwood City, Foster City, Vacaville, Sunnyvale, and Mountain View. EPS has also worked with numerous jurisdictions to assess and establish affordable housing fees. Finally, as part of its fee practice, EPS also regularly conducts fee level comparisons and fee load/ cost burden analysis to provide additional context for staff and policy makers.

As the leader of the EPS Team, I am personally committed to the success of this engagement. I worked with City staff on the 2020 impact fee update and will participate extensively in this project. Formation of development impact fee policy to support continued infrastructure and capital facility needs for local governments has long been a specialty of mine.

I am happy to discuss alterations that may be needed to best serve the City. I can be reached at (510) 612-0729 or by e-mail at triceevans@epsys.com.

Sincerely,

ECONOMIC & PLANNING SYSTEMS, INC. (EPS)



Teifion Rice-Evans
Managing Principal
Economic & Planning Systems, Inc.
(510) 612-0729

1. Firm Qualifications & Experience

About Economic & Planning Systems, Inc.

The Firm. Economic & Planning Systems, Inc. (EPS) is a land economics consulting firm experienced in the full spectrum of services related to real estate development, the financing of public infrastructure and government services, land use and conservation planning, and government organization.

Guiding Principle. EPS was founded on the principle that real estate development and land use-related public policy should be built on realistic assessment of market forces and economic trends, feasible implementation measures, and recognition of public policy objectives, including provisions for required public facilities and services. The firm excels in preparing concise analyses that disclose risks and impacts, support decision making, and provide solutions to real estate development and land use-related problems.

Areas of Expertise

- Real Estate Market and Feasibility Analysis
- Land Use Planning and Growth Management
- Fiscal and Economic Impact Analysis
- Reuse, Revitalization, and Redevelopment
- Housing Development Feasibility and Policy
- Regional Economics and Industry Analysis
- Public Finance
- Open Space and Resource Conservation
- Government Organization
- Transportation Planning and Analysis

Clients Served. Since 1983 EPS has provided consulting services to hundreds of public- and private-sector clients in California and throughout the United States. Clients include cities, counties, special districts, multi-jurisdictional authorities, property owners, developers, financial institutions, and land use attorneys.

Impact Fee Services

EPS prepares development impact fee studies and programs for cities, counties, special districts, and private sector clients. EPS's impact fee-related products and services range from single-purpose fees focusing on particular facilities or sub-areas to more comprehensive, multi-improvement programs spanning entire cities or numerous jurisdictions. Based on new legislation (e.g. AB 602), court cases (e.g. Sheetz), and other developments, EPS is continuously updating its methodologies and approaches to ensure robust, well-supported nexus studies. EPS also takes particular care to consider the potential effects of fee increases on development feasibility or other policy matters. A representative list of the completed development impact fee analyses is shown below, with selected project profiles following.

Representative EPS Impact Fee and Nexus Studies in California

Comprehensive Development Impact Fee Programs

Burbank Public Facilities Nexus Study

Fairfield Capital Facility Fee

Turlock Capital Facilities Fee Nexus Study

Newark Public Facilities Impact Fee Study

Madera Public Facilities Impact Fee Study

Union City Capital Facilities Program and Fee

Alameda Capital Facilities Fee Program

Santa Rosa Capital Facilities Fee

South San Francisco Public Facilities Impact Fee Nexus Study

Westminster Comprehensive Impact Fee Study

Calistoga Comprehensive Impact Fee Nexus Study

Antioch Public Facilities and Transportation Nexus Study

Martinez Comprehensive Development Impact Fee

Pleasanton Comprehensive Fee Program

Solano County Comprehensive Impact Fee Study

Fresno Comprehensive Impact Fee Study

West Covina Public Facilities Fee Program

San Luis Obispo Infrastructure Financing Analysis

Transportation Development Impact Fees

Fresno Major Street Impact Fee Nexus Study

Grass Valley Traffic Impact Fee Program Nexus Study

Dublin Downtown Transportation Impact Fee Update

East Contra Costa Regional Transportation Impact Fee

San Joaquin Regional Transportation Impact Fee Program

Coachella Valley Regional Transportation Fee Program

Solano County Regional Transportation Fee Program

Ukiah Regional Transportation Fee

Cupertino Traffic Impact Fee & Nexus Study

West Los Angeles Regional Transportation Nexus Study

Martinez Road and Parks Impact Fee Study

Area Development Impact Fees

Mountain View North Bayshore Traffic and Utility Impact Fee

Santa Rosa SW and SE Development Impact Fee Updates

Sacramento North Natomas Financing Plan, and Nexus Study

Napa Big Ranch Road Area Development Impact Fee

Woodland Major Projects Financing Plan and Fee Nexus Study

Turlock Westside Industrial Specific Plan Fee Nexus Study

Sacramento Railyards Infrastructure Financing Plan & Nexus Study

Turlock East Area Specific Area Plan Fee

Yuba East Linda Specific Plan Road and Park Fee Update

Elk Grove Laguna South Public Facilities Fee Program

Yuba County Plumas Lake / North Arboga Road Fee Nexus Study

Eastern Elk Grove Park and Fire Fee Nexus Study

Affordable Housing Residential Nexus Studies

San Bruno Affordable Housing In-Lieu Fee

Newport Beach Housing In-Lieu Fee

Sonoma County Workforce Housing Linkage Study

Pleasanton Lower Income Housing Fee

Palm Desert Affordable Housing Linkage Fee

Santa Rosa Affordable Housing In-Lieu Fee

Mountain View Affordable Housing Nexus Analysis

Rohnert Park Inclusionary Housing In-Lieu Fee

Sunnyvale Affordable Housing Nexus Study

Habitat Conservation Fee Studies

Western Riverside County Multi-Species Habitat Conservation

North Natomas Habitat Conservation Plan (City of Sacramento)

San Joaquin County Multi-Species Habitat Conservation Plan

Los Osos Habitat Conservation Plan (San Luis Obispo County)

East Contra Costa County Habitat Conservation Plan

Development Fee Program Review

Mammoth Lakes Development Impact Fee Review

Santa Cruz County TIF Review and Recommendations

About Kittelson & Associates

Kittelson & Associates, Inc. (Kittelson) is a transportation planning, engineering, and research consulting firm that has served public agencies and private organizations across the United States for 40 years. Kittelson was founded in 1985 in Portland, Oregon, and was incorporated in 1988 as an Oregon Subchapter S Corporation. In 2012, Kittelson merged with Dowling Associates, adding significant local experience with California public agencies to the firm's resources. Kittelson currently has a staff of more than 400 in 31 offices, including four offices in California (Oakland, Sacramento, Orange, and San Diego).

Kittelson's comprehensive areas of expertise include travel demand modeling and forecasting, transportation planning, development services, multimodal planning, traffic operations, bicycle/pedestrian planning, geometric design of roadways and intersections, transportation safety analysis, transit planning, grant application support, and research. The firm provides support for all stages of planning and environmental analysis, from site analysis through approval and construction. Kittelson's staff is thoroughly knowledgeable about California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) compliance, including recent changes to the CEQA-required transportation analyses. Our staff is united by collective expertise and offers decades of progressive research, technological innovation, and a diverse portfolio of industry-leading work.

Selected Project Profiles and References

The project profiles below detail the scope of work (e.g., approach and procedures), outcomes, and reference information for recent EPS projects that are comparable to the work requested in the RFP.

Project #1: City of Redwood City Parks and Recreation Impact Fee Update

Client Contact: Lucas Wilder
Assistant Director, Parks and Recreation Department
1400 Roosevelt Ave., Redwood City, CA 94601
(650) 780-7340
lwilder@redwoodcity.org

Scope of Work: Redwood City is a mid-sized municipality in the South Bay with a limited supply of vacant land. In 2005, a Parks and Recreation Department study showed that the City was serving residents with three acres of active park land per 1,000 City residents. As part of the City's effort to update its General Plan, the Department retained EPS to prepare the original parks and recreation fee study. More recently in 2021, EPS was asked to update the City's parks and recreation impact fee study as well as its Quimby Act parkland in-lieu fee.

EPS led the consulting team that included MIG, parks planner, as a subconsultant. EPS combined parks standards, capital improvement plans, estimated park land costs, and parks user surveys to develop an update development impact fee and parkland in-lieu fee. Fee levels were considered in relation to fee levels in neighboring jurisdictions. In 2022, the City of Redwood City Council adopted the updated impact fees.

Project Time Period: 2021 – 2022

Project Budget/ Value: $85,000 including $50,000 for EPS and $35,000 for subconsultant

EPS Team: Teifion Rice-Evans; Subconsultants: MIG

Project #2: City of Vacaville Development Impact Fee Program

Client Contact: Gwen Owens
Special Projects, Public Works Department
650 Merchant Street, Vacaville, CA 95688
(707) 449-5170
Gwen.Owens@cityofvacaville.com

Scope of Work: The City of Vacaville adopted its first development impact fee in 1992. After over 25 years without a formal update, the City was looking to update its ten (10) fee programs, including parks and recreation, transportation, public safety, and water and wastewater among others. The City hired EPS to lead the development of the new Nexus Study and the technical work for most of the fees. The City separately contracted with a transportation firm (DKS) and a utilities firm (Bartle Wells) to conduct technical analysis for the transportation, water, and wastewater fees.

EPS worked closely with the City's project manager and numerous departments to develop a detailed and transparent update to the Nexus Study. This included identifying service standards, capital improvements, and land use forecasts to identify the maximum justifiable fees for parks and recreation, general government facilities, police, fire, and stormwater among others. EPS also integrated transportation, water, and sewer technical analyses to provide an overall comprehensive nexus study that included the new AB 602 requirements. Detailed fee comparisons and extensive stakeholder outreach were also part of the process. The City Council adopted the new fee program in 2022.

Project Time Period: 2019 to 2022

Project Budget/ Value: $140,000

EPS Team: Teifion Rice-Evans and Rosanna Ren

Project #3: Foster City Comprehensive Development Impact and Commercial Linkage Fee Study

Client Contact: Marlene Subhashini
Assistant City Manager
610 Foster City Blvd, Foster City, CA, 94404
(650) 286-3239
msubhashini@fostercity.org

Scope of Work: As one of the only cities in San Mateo County without development impact fees, the City of Foster City hired EPS to produce a nexus study establishing a full suite of development impact and commercial linkage fees to help finance future capacity-enhancing City projects. EPS led a consultant team that included a transportation consultant and coordinated extensively with City staff throughout the effort.

EPS established defensible maximum fee levels to cover capital facilities for parks, public safety, and transportation. Additionally, EPS established defensible maximum commercial linkage fee levels on nonresidential development for affordable housing in the city. EPS ensured the Comprehensive Development Impact Fee Nexus Study complied with the newly adopted AB 602 legislation and assisted City staff through various fee implementation policy considerations. EPS presented the Nexus Study to the City Council on June 20, 2022, where it was approved and adopted.

Project Time Period: 2021 – 2022

Project Budget/ Value: $148,965, including $92,290 for EPS and $52,675 for subconsultant

EPS Team: Luke Foelsch, Jason Moody, and Darin Smith

Project #4: Livermore Transportation Impact Fee Nexus Analysis

Client Contact: Joanna Liu
Senior Transportation Engineer
1052 S Livermore Ave, Livermore, CA 94550
(925) 960-4556
xliu@livermore.ca.gov

Kittelson is working with the City of Livermore to update their 2004 transportation impact fee based on a new CIP list and respond to new development plans in the city. Kittelson is updating the land use inventory to determine how much development has occurred since the last TIF update and revising the development forecast in conjunction with the pending General Plan update. Kittelson is also reviewing capital improvement projects and finetuning the costs to determine if new projects are needed or if any projects can be deleted from the CIP. Kittelson is supporting the city through nexus findings and approval by the City Council.

2. Staff Qualifications

The EPS and Kittelson staff (collectively, the EPS Team) assigned to this project have substantial expertise and experience in public finance and development impact fee studies including prior experience in the City of Belmont and neighboring jurisdictions. A brief description of the EPS Team staff and their primary roles are provided below. Detailed resumes are provided in **Appendix A**.

Key Personnel

Economic & Planning Systems

Teifion Rice-Evans, Managing Principal: As the EPS Principal-in-Charge, Teifion will oversee all aspects of the technical work and project deliverables as well as lead EPS presentations. Teifion has over 30 years of experience with EPS and has worked extensively on development impact fee studies throughout California. Teifion has recently or is currently working on updates to the impact fee programs in the cities of Redwood City, Mountain View, Union City, Fairfield, and Vacaville, along with several additional programs outside of the Bay Area. Teifion co-led EPS' work effort, in close collaboration with Kittelson Associates, to establish the City of Belmont's current fee program. Teifion frequently presents at professional conferences on evolutions in development impact fee practice and ensures EPS practice responds to evolutions in State law and, new court decisions.

Rosanna Ren, Associate: Rosanna will serve as the Project Manager, monitoring project progress and serving as the primary point of contact between EPS and the Client. Rosanna has four years of experience at EPS and brings project management and analyst experience from previous and ongoing development impact fee and inclusionary housing in-lieu fee projects in Vacaville, Vallejo, Dublin, and Concord. She also has previously completed project work in the City of Belmont, working on fiscal impact analyses.

Darin Smith, Managing Principal: Darin Smith will serve as Senior Advisor to the EPS Team, particularly in relation to the peer review of affordable housing fee studies. Darin is a recognized expert in housing policy, particularly with regards to developing a demand-based nexus methodology for affordable housing impact fee programs and working with jurisdictions to develop fee programs that are economically viable and promote affordable housing program goals. Over the last 20 years, Darin has worked on affordable housing programs and related fees for cities across the State of California. Darin has overseen EPS's work on several inclusionary housing and linkage fee studies throughout California.

Kittelson & Associates

Damian Stefanakis, Senior Principal Planner: Damian Stefanakis has more than 35 years of experience in transportation planning and travel demand forecast modeling. He specializes in the development and application of travel demand models for highway and transit projects using many types of software, including CUBE/Voyager and EMME. He also has experience with application of regional MPO models in California, Houston, Cleveland, and Florida. In addition, Damian has experience developing goals and policies for General Plans, Circulation Elements, Housing Elements, and other planning documents, conducting VMT analysis per SB 743, and utilizing his experience to establish implementable and forward-thinking approaches to complex transportation issues.

Mike Aronson, PE , Senior Principal Engineer: Mike Aronson has over 40 years of experience in all aspects of transportation planning and traffic operations analysis. He has managed transportation studies for general plans, major corridor studies, rail transit extensions, highway projects, and development master plans. Mike has developed and updated travel demand models using all major software programs and has led training programs in travel modeling and planning applications. Mike specializes in producing consistent and defensible results from complex transportation planning processes, and clearly explaining those results in presentations and documentation. Mike has provided technical support for the transportation portions of several fee updates including Belmont, Santa Rosa, Redding and Livermore.

3. Proposed Work Plan and Schedule

This Work Program describes the tasks the EPS Team will undertake to complete a review and update three of the City's development impact fees, consistent with the provisions of the Mitigation Fee Act (Government Code Section 66000), including recent refinements such as AB 602.

Specifically, this Work Program supports the update of the following development impact fees:

- Park Improvement Impact Fee
- Quimby Act Parkland Dedication In-Lieu Fee
- Transportation Impact Fee

The Work Program also includes optional tasks for EPS to conduct a peer review of the Commercial Development Affordable Housing Linkage Fee Study and Housing Inclusionary In-Lieu Fee Study.

The Work Program is envisioned as a collaborative effort with City staff. EPS will be responsible for the preparation of the overall report and the technical analysis required to update the Park Improvement and Quimby Act fees. Kittelson will produce the technical analysis and documentation for the Transportation Impact Fee with support from EPS.

Task 1: Project Initiation

The EPS Team will meet with City staff to kick off the project. The meeting will discuss the following topics:

- Review of overall work program
- Status of City Capital Improvement Programs (CIPs) and Facility Master Plans
- Relevant General Plan policies and service standards
- Consultant information needs from the City
- Process for gathering information, including meetings with city departments to develop/review capital improvements and service standards
- Development pipeline, forecasts, and Development Agreements
- Schedule and Next Steps
- Communication Protocol

As part of the project initiation meeting, it would be helpful to have key City staff in attendance to provide them with an overview of the project objectives, data requirements, and key issues of concern. Whether at project initiation or later in the process, it will be helpful to obtain input from the City Attorney or counsel.

In addition, EPS and City staff will meet several times over the course of the study to discuss project progress, review initial results, and receive City feedback. The frequency of these check-in meetings will be discussed at the project initiation meeting.

Task 2: Fee Program Review and Land Use Analysis

Task 2.1: Document Compilation and Review

Subsequent to project initiation meeting and in preparation for the technical fee updating tasks, the EPS Team will review any new documents provided by the City, refresh itself on the 2020 nexus study and approach, and confirm existing fee levels and other fee program approaches, It is assumed that the City will provide or point the EPS team to: (1) applicable planning documents, including the General Plan, Parks Master Plan, Capital Improvement Plan, Circulation Element, and others; and, (2) the latest fee program information, including annual fee reports and the latest fee ordinances, resolutions. The EPS Team will request additional information or clarifications from City staff at the end of this materials review.

Task 2.2: Growth and Development Forecasts

For all the fee programs, it will be necessary to establish the level of new growth and development in the City and BVSP as well as existing demographics, employment, and other conditions, which are important determinants of fee levels and fee revenues. An articulation of existing and new growth and development will be developed based on a review of existing models (e.g., transportation model), consideration of existing sources (e.g., US Census and other data sources), and input from City Planning staff on development capacity/expected development.

Kittelson provided travel forecasts based on recent land use growth forecasts for the General Plan and Housing Element and would use those versions of the C/CAG travel model as an initial basis to determine the growth increments. The City would first be asked to review the land uses assumed in the BVSP area and elsewhere in the City to ensure they are representative of the most current planned growth for the horizon year. Kittelson will update the travel model land use assumptions based on City input and prepare updated traffic forecasts for the needs assessment.

EPS will also work with the City and Kittelson to ensure that any unique information to inform the park fee updates, potentially including population and employment densities, is also identified and collected. It is assumed the City will also provide information on any active Development Agreements that cover future development and that are expected to affect the payment of development impact fees.

Task 3: Transportation Impact Fee Update

In Task 3, Kittelson, with support from City staff and EPS, will lead the technical work to update the transportation impact fee, estimate the maximum allowable fee, and prepare the associated nexus study.

Task 3.1: Approach and Methodology

In this task, the EPS/Kittelson Consultant Team will meet with City staff to confirm the appropriate approach to establishing the transportation impact fee program. The appropriate approaches could include:

- Replace the inventory-based fee with a more conventional capital improvement-based fee
- A hybrid fee which includes the current inventory-based fee plus provisions for specific capital improvements triggered by new development

The preferred approach will be selected at this meeting based on the availability of data and staff resources, as well as the need to assess specific development projects for specific improvements.

Task 3.2: Capital Improvement List and Costs

Kittelson prepared cost estimates for capital improvements as part of the 2020/2021 transportation fee update. Kittelson will build from the document review conducted during Task 2 and work with City staff to identify the current capital improvement list for consideration in the updated fee program. The capital improvement list will be updated to include improvements identified in individual development impact studies. It is assumed that the city will provide input for Kittelson to estimate costs for surface street, active transportation and intersection improvements identified since the prior fee update.

Task 3.3: Existing Transportation Asset Inventory and Cost Estimates

This updated scope assumes that there will be no update to the transportation asset inventory.

Task 3.4: Deficiency Analysis

With a development impact fee, the traffic forecasts will be used as the basis to determine additional deficiencies associated with new development and the City's existing transportation infrastructure. The costs to mitigate existing deficiencies cannot be allocated to new development. The Consultant Team will coordinate with the City to determine the appropriate metrics for allocating transportation improvement costs to new development. These may include traffic level of service (LOS) standards, traffic signal warrants, or Level of Traffic Stress (LTS) measurements.

The C/CAG travel model may be used as a tool to identify the proportions of travel at each improvement location attributable to development within the BVSP and other areas of the City.

Task 3.5: Maximum Fee Calculations

Consistent with the Mitigation Fee Act (Government Code § 66000 et seq.), the Consultant Team will calculate the maximum justifiable transportation impact fee to be charged to new development to ensure that new development pays a proportional share toward the transportation infrastructure that is needed to support new development. Based on review and input from City staff, the maximum justifiable fees may be refined if adjustments in technical assumptions are appropriate.

Task 3.6: Transportation Nexus Report

Kittelson will prepare a draft Transportation Impact Fee Nexus Analysis Report to document assumptions, calculations and recommendations. Kittelson will respond to one set of comments to prepare the final Nexus Report.

Task 4: Park Improvement Development Impact Fees

In Task 4, EPS will lead the technical work to update the park improvement development impact fee, estimate the maximum allowable fee, and prepare the associated nexus study.

Task 4.1: Existing Service Levels and Service Standards

Park improvement fees are determined, in part, based on the City's service levels/ service standards. In this task, EPS will work with City staff to determine the appropriate service standards to apply to new development. The existing City parks improvement fees included parks improvements costs and trails improvement costs. EPS and City staff will identify whether to retain or refined these categories. Once determined, EPS will work with City staff to identify the existing service levels for these improvements, including improved park acre per 1,000 service population and trails miles per 1,000 service population.

Task 4.2: Capital Improvement Costs and Plans

The service standards and expected City growth will help define the extent of improvements required to support new development. EPS will then work with City staff to compile available planning-level information on costs for the different improvement categories, including park improvement costs per acre, trail improvement cost per mile etc. It is assumed that the City will provide information on recent park improvements in the City.

Under AB 602, it is also required to provide an overview of the types and locations of expected future improvements. EPS will work with City staff to develop a description of potential capital improvements as required.

Task 4.3: Preliminary Maximum Fee Calculation

Based on the growth forecasts and preceding tasks, EPS will develop an estimate of the maximum supportable parks improvement fee. This will include fees across all the pertinent land uses categories identified, including residential land use and non-residential land uses. Consistent with AB 602, EPS will provide options in terms of residential fee adoption, including per unit and per square foot options.

Task 4.4: Parks Improvement Nexus Report

RPS will prepare a draft Parks Improvement Impact Fee Nexus Analysis Report to document assumptions, calculations and recommendations. EPS will respond to one set of comments to prepare the final Nexus Report. The Nexus Report will include the required nexus findings under the State's Mitigation Fee Act, fee adoption consistent with AB 602 requirements, and additional findings consistent with the US Supreme Court's recent rulings.

Task 5: Quimby Act/ Parkland In-Lieu Fees

In Task 5, EPS will lead the technical work to update the Quimby Act parkland requirement and the associated parkland in-lieu fee calculation. Prior to the conduct of Tasks 4 and 5, EPS will review parkland fee options with City staff and confirm the City's interest in its current approach to adopting parkland fees under the Quimby Act/ Subdivision Map Act.

Task 5.1: Parkland Standard

The Quimby Act has specific rules in terms of the parkland per acre standard that can be required. In conjunction with the work in Task 4 establishing the City's existing park inventory, EPS will work with the City to establish the current levels of parkland per 1,000 residents. EPS will then compare to the current Quimby Act standard to see if any changes are warranted. This acre per 1,000 resident standard will then be considered in conjunction with estimates of existing population densities to determine the parkland acres required per single family and multi-family unit on mapped parcels created through the Subdivision Map Act process.

Task 5.2: Parkland Acquisition Costs and Parkland In-Lieu Fee Calculation

EPS will work with available sources of land value information to establish a planning-level estimate of the per acre parkland acquisition cost in the City. This will include any City information from recent acquisitions and appraisals as well as information available from a range of public and private data compliers. EPS will sort through the data available and determine the appropriate average land value per acre to apply. EPS will then develop estimates of the supported parkland in-lieu fees.

Task 5.3: Parkland In-Lieu Fee Calculation

EPS will prepare a draft technical document for the Parkland In-Lieu Fee to document assumptions, calculations and recommendations. EPS will respond to one set of comments to prepare the final technical report.

Task 6: Fee Comparisons and Cost Burdens

It is useful to understand how existing and proposed fee levels compare to those of neighboring or peer jurisdictions. This often informs fee update decisions including whether to adopt the maximum justifiable fees or a lower level. In this task, EPS will conduct a fee comparison, comparing the City of Belmont's current and potential maximum updated fees with fees in conjunction with corresponding fees in selected other cities. EPS will work with the City to identify up to five (5) jurisdictions of interest and then research and compile the relevant fee comparison information. These fee comparisons will provide important contextual

information to City staff and policymakers to determine preferred/ recommended fee level adjustments in the context of policy considerations such as development feasibility and economic development.

If requested, proposed changes in the affordable housing fees could also be integrated into this fee comparison.

Task 7: Legal Compliance

As noted above, EPS will integrate the requirements and best practices associated with AB 602, the Sheetz case, and other requirements into the nexus study. In this task, EPS will provide City staff with an overview of any options under best practices and received input from City staff and City Counsel. We envision this as involving two meetings, including one early in the process to ensure consistent understanding and approach and a second one once fees have been estimated and the program is close to adoption.

Task 8: Stakeholder Engagement, Presentation, and Adoption Support

The EPS Team, including EPS and Kittleson Associates staff, will participate in two (2) in-person public meetings (e.g. City Council meetings) as well as two (2) virtual meetings with stakeholders (e.g. the development community). EPS will also support adoption such as supporting the preparation of staff reports. Because of uncertainty over the level of effort around adoption support, EPS has assumed a specific number of hours in the budget estimate that could be adjusted as appropriate.

Optional Task A: Affordable Housing Linkage Fee Peer Review

If requested, EPS will complete a peer review of affordable housing linkage fee study by the County's 21 Elements consultant. EPS will review assumptions and calculations, including household incomes, expenditures, construction costs, and funding gaps associated with different non-residential land uses. EPS will also integrate the proposed changes into its fee comparisons/ cost burden analysis in Task 6. EPS will deliver a memo summarizing findings from the peer review.

Optional Task B: Inclusionary In-Lieu Fee Peer Review

If requested, EPS will complete a peer review of the inclusionary requirement and in-lieu fee calculation by the County's 21 Elements consultant. EPS will review assumptions and calculations, including jobs and wages, worker-household formation and income assumptions, as well as construction costs and funding gaps for various affordable housing product types. EPS will also integrate the proposed changes into its fee comparisons/ cost burden analysis in Task 6. EPS will deliver a memo summarizing findings from the peer review.

Preliminary Schedule

EPS anticipates completing the project associated with the above Work Plan within 8 months of project kickoff. This estimate assumes that required City data and input on key deliverables are provided on a timely basis. EPS is prepared to begin work immediately upon authorization to proceed.

Table 1 provides a preliminary schedule.

Table 1 Preliminary Schedule

Task/ Description	Month and Week																													
	Month 1				Month 2				Month 3				Month 4				Month 5				Month 6				Month 7				Month 8			
	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4	1	2	3	4
Task 1: Project Initiation	M																															
Task 2: Fee Program Review and Land Use Analysis	■	■	■	■	■	■																										
Task 3: Transportation Impact Fee Update					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■												
Task 4: Park Improvement Development Impact Fees					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■												
Task 5: Quimby Act / Parkland In-Lieu Fee					■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■												
Task 6: Fee Comparisons and Cost Burdens																	■	■	■	■	■	■										
Task 7: Legal Compliance							M															M										
Task 8: Stakeholder Engagement, Presentation, and Adoption Support																							■	■	■	PP	■	■	■	PP		

M = Meeting with City Staff

PP = Public presentations (City Council / Commission presentations)

Budget

Please see **Appendix B**.

Contract

EPS has reviewed the sample Standard City of Belmont Consultant and Professional Services Agreement and proposes the following changes (in red text) in **Section 15. Indemnification**:

> **15. INDEMNIFICATION.** Consultant must indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) to the extent resulting or arising from Consultant's negligent performance, or failure to perform, under this Agreement.

Kittelson has reviewed the sample Standard City of Belmont Consultant and Professional Services Agreement and proposes the following changes (in red text) in **Section 11. Compliance with Law and Standard of Care** and **Section 15. Indemnification**:

> **11. COMPLIANCE WITH LAW AND STANDARD OF CARE.** Consultant will comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement. Consultant shall perform services under this Agreement using a standard of care equal to~~, or greater than,~~ the degree of skill and diligence ordinarily used by reputable professionals, with a level of experience and training similar to Consultant, performing under circumstances similar to those required by this Agreement.
>
> **15. INDEMNIFICATION.** Consultant must indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) to the extent arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant ~~resulting or arising from performance, or failure to perform,~~ under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.

Appendix A: Staff Resumes



Education

Master of Arts in Economics, University of Cambridge

Bachelor of Arts in Economics, University of Cambridge

Selected Lectures

California American Planning Association 2024 Conference: Beyond the Sheetz: Nexus Studies and the New Supreme Court Decision

COVID-19: Economic and Fiscal Vulnerability and Impacts Webinar; WRCOG April 2020

California American Planning Association 2016 Conference: The LA Waterfront

California American Planning Association 2015 Conference: Regional Collaboration, Competitiveness, and Prosperity

ULI Workshop: Real Estate Market and Feasibility Analysis, 2005

The Nature Conservancy, 2000 and 2002: Land Acquisition and Valuation

Awards

California American Planning Association – South Fremont/ Warm Springs Revitalization Plan

Association of Environmental Professionals –Award for Outstanding Resource Document – East Contra Costa County HCP/NCCP

Affiliations

American Real Estate and Urban Economics Association

American Planning Association

Economic & Planning Systems, Inc.
The Economics of Land Use
www.epsys.com

Teifion Rice-Evans

Managing Principal

Teifion Rice-Evans is a land use economist with over 30 years of experience. He directs complex consulting assignments in the interconnected areas of public finance, real estate economics, public/private partnerships, and community benefits. Teifion has particular expertise in working on plans and projects where a careful blend of economic, financing, and policy expertise is required to craft viable and supported paths forward. He is a leader in the firm's development impact fee practice.

SELECTED PROJECT EXPERIENCE

- **CITY OF FAIRFIELD COMPREHENSIVE DEVELOPMENT IMPACT FEE STUDIES**
  EPS prepared citywide development impact fees and area development impact fees for a broad range of capital facilities in the City of Fairfield. EPS prepared the City's original comprehensive development impact fee study and has led all the subsequent updates. EPS considered the effects of fees on development feasibility in general and in Downtown Fairfield.
- **CONTRA COSTA COUNTY VMT MITIGATION PROGRAM FEASIBILITY ANALYSIS**
  EPS recently worked on a study for the Contra Costa Transportation Authority to consider potential approaches to integrating Vehicle Miles Travelled into future development analyses. EPS focused on considering the implications of different VMT mitigation approaches to the development feasibility of new development in different locations in the County.
- **WESTERN RIVERSIDE COUNTY TRANSPORTATION FEES/ ECONOMIC COMPETITIVENESS**
  For the Western Riverside Council of Governments, EPS conducted a major fee comparison looking at fees in over 30 jurisdictions across four Southern California counties, including Western Riverside County. This regional fee comparison has helped these jurisdictions understand the differences and similarities between their fee programs and fee levels.
- **CITY OF ANTIOCH DEVELOPMENT IMPACT FEE PROGRAM**
  EPS worked with the City of Antioch to adopt its development impact fee program. This fee program covered parks, public building, public works, and select transportation improvements. The fee program replaced prior public financing programs.
- **CITY OF VACAVILLE DEVELOPMENT IMPACT FEE STUDIES**
  EPS recently updated the City of Vacaville's comprehensive development impact fee program that has been originally adopted in the early 1990's. EPS oversaw the update of transportation, public buildings, and storm drain fees, and, with support from subconsultants, the transportation, water, and sewer fees.
- **CITY OF CALISTOGA DEVELOPMENT IMPACT FEES**
  EPS worked with the City of Calistoga to adopt its first development impact fee program. This fee program covered public safety, parks, transportation, and other civic facilities. EPS also developed affordable housing fees and parking inlieu fees for the City. EPS is currently conducting the first update to these fees.

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Education

Master's, Urban and Regional Planning – University of Michigan (2021)

M.S., Environment and Sustainability – University of Michigan (2021)

B.S., Environmental Economics and Policy – University of California, Berkeley (2015)

B.S., Environmental Sciences – University of California, Berkeley (2015)

Employment History

Researcher, Greater Washington Region Clean Cities Coalition – U.S. Dept. of Energy (2020-2021)

Graduate Student Instructor, University of Michigan (2019-2021)

Research Intern, Rocky Mountain Institute (2019)

Senior Consultant, Guidehouse (2015-2019)

Rosanna Ren

Associate

Rosanna Ren joined EPS as an Associate in 2021. She has worked with a variety of public and private clients in economic development strategic planning, feasibility assessments, fee studies, and policy research. Prior to EPS, she developed her quantitative and research skills through professional work in clean energy technologies and utilities consulting.

SELECTED PROJECT EXPERIENCE

- **CITY OF VACAVILLE NEXUS STUDY AND DEVELOPMENT IMPACT FEE UPDATE**
  EPS completed a nexus study and updated development impact fees for the City of Vacaville. EPS examined fees across several categories, modeled expected costs of service, and ensured alignment with state legislative requirements. Rosanna's work included updating the impact fee model and compiling information for the client report. The revised fees went into effect in June 2022.
- **CITY OF DUBLIN INCLUSIONARY ZONING ORDINANCE AND IN-LIEU FEE AND COMMERCIAL LINKAGE FEE UPDATE**
  The City of Dublin retained EPS to update its inclusionary requirements and in-lieu fee, as well as complete a nexus study to update its commercial linkage fees. Rosanna served as the technical analyst and project manager, researching inclusionary housing and commercial linkage fee programs in other cities, building a model to test feasible inclusionary requirements and in-lieu fees, modelling nexus-based maximum commercial linkage fees, and summarizing data for presentation to City Council. The updated requirements and fees are pending adoption in June 2024.
- **CITY OF CONCORD INCLUSIONARY FEE UPDATE**
  The City of Concord sought an update to their Affordable Housing ordinance, which included an inclusionary fee program for rental and for-sale housing. Tasks included conducting interviews with developers and modelling a housing affordability gap and feasibility analysis. As a result of project research, EPS presented three options for fee levels and program requirements to City's Housing and Economic Development commission for consideration. Rosanna served as the technical analyst on this project, completing a comparative analysis of surrounding jurisdictions' affordable housing policies, building a model to assess feasible inclusionary fee scenarios, and analyzing data and results. The updated requirements and fees were adopted January 2024.
- **CITY OF BELMONT FISCAL IMPACT ANALYSIS**
  EPS completed a fiscal impact analysis of proposed uses for the Notre Dame de Namur University campus for the City of Belmont. Rosanna updated the fiscal impact model with costs and participated in meetings with City staff to develop estimating methodologies for several components of the analysis and to share findings. The completed project was submitted to the City in May 2024.

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Education

Master of City Planning, University of Pennsylvania

Bachelor of Arts in Psychology, University of Pennsylvania

Previous Employment

Real Estate/Urban Planning Consultant, ZHA, Inc., Annapolis, MD, 1997–2000

Retail Site Selection Consultant, Pep Boys, Inc., Philadelphia, PA, 1996–1997

Honors + Awards

Congress for the New Urbanism "Award of Excellence" 2001—Robert Mueller Municipal Airport Reuse Plan, Austin, TX

FTA/FHWA/APA "Transportation Planning Excellence Award" 2004—Valley Metro Rail Station Development Opportunities and Strategies, Phoenix, AZ

California APA "Award of Merit for Planning Implementation" 2002—Sonoma County Housing Element, Sonoma County, CA

California AIA and APA "Ahwahnee Award of Honor" 2002—Hayward Cannery Area Design Plan

Speaker—Best Practices in Transit-Oriented Development, Rail~Volution National Conference, 2007, 2008, 2010, 2012, 2016, 2017

Panelist—Urban Land Institute "Transit-Oriented Development Marketplace," 2007, 2008 and 2009

Panelist—California APA Conference "Local Solutions for Affordable Housing," 2015

Lecturer—Bay Area Housing Dynamics, Leadership San Francisco, Class of 2007, 2008, and 2009

Darin Smith

Managing Principal

Darin Smith is a real estate economist with broad experience providing strategic advice to public and private clients on the economic and financial dimensions of land use and real estate development. Darin has helped numerous jurisdictions create strategies to promote development of affordable housing, including inclusionary policies, in-lieu fees, jobs/housing linkage fees, and developer exactions. He also has particular expertise in urban redevelopment projects large and small, negotiating public/private development and financing agreements, evaluating opportunities for transit-oriented development, and creating downtown revitalization strategies and policies.

SELECTED PROJECT EXPERIENCE

- **NON RESIDENTIAL LINKAGE FEE STUDIES**
  For Sunnyvale, Foster City, Culver City, Walnut Creek, Roseville, Petaluma, Rohnert Park, Sonoma County, Windsor, Goleta, Alameda, and others, EPS has determined the housing needs created by new retail, office, and industrial development, recommended fee programs to mitigate those impacts, and in some cases drafted linkage fee ordinances that have been adopted.
- **AFFORDABLE HOUSING NEXUS FEE STUDIES**
  For Sunnyvale, San Mateo, Mountain View, Walnut Creek, Pleasanton, Santa Rosa, and Sonoma County, and others, EPS has prepared nexus studies documenting the link between the development and occupancy of new market-rate housing and the demand for affordable housing, and recommending fees to mitigate these impacts.
- **AFFORDABLE HOUSING PROGRAMS AND IN-LIEU FEES**
  For the Cities of Foster City, San Carlos, San Mateo, Santa Clara, South Pasadena, Riverside, San Clemente, Laguna Beach, Gilroy, Larkspur, San Bruno, Goleta, Newport Beach, Sonoma County, and others, EPS has prepared ordinances requiring developers to provide affordable units within their market-rate developments or, under certain circumstances, to pay fees in-lieu of providing affordable units.
- **HOUSING ELEMENT UPDATES**
  For Sonoma County and the Town of Winters, EPS has prepared Housing Elements documenting the inventory of housing supply and demand for special populations, a review of the character and effectiveness of existing policies, recommendations for new policies, and documentation of available sites for new housing.
- **AFFORDABLE HOUSING POLICY REVIEWS**
  For the Cities of San Mateo and Santa Rosa, EPS has worked with for-profit and nonprofit housing developers to evaluate and recommend policy options that can enhance the production of affordable housing while minimizing adverse affects on the production of market-rate housing.

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dsmith@epsys.com

- **DISPLACEMENT MITIGATION STUDIES**
  For the Cities of Austin TX and Mountain View and the County of Los Angeles, EPS has provided analysis of demographic and economic shifts indicating gentrification and displacement, and provided case study research, programmatic strategies, and analysis to support fees, replacement requirements, zoning recommendations, tax policies, and similar mechanisms to mitigate the impacts of displacement of lowerincome households.
- **VTA JOINT DEVELOPMENT STRATEGIES AND NEGOTIATIONS, SAN JOSE, CA**
  For VTA, EPS evaluated development and revenue generation prospects for the agency's overall real estate holdings, made market-based recommendations for specific development and land acquisition opportunities, and provided assistance in evaluating development proposals for specific projects.
- **BART REAL ESTATE PORTFOLIO AND JOINT DEVELOPMENT, BAY AREA, CA**
  For BART, EPS evaluated the market, regulatory, physical and political conditions affecting development opportunities at 49 stations, and prepared a strategy for property retention or disposition to enhance BART's ridership and revenues. EPS also provided market and feasibility analysis, land value estimations, review of developer qualifications and proposals, and negotiation support for business terms for numerous public/private deals.
- **MUELLER AIRPORT AND OTHER PUBLIC PROPERTY REUSE NEGOTIATIONS, AUSTIN, TX**
  For the City of Austin, EPS provided market and feasibility analysis for the reuse plan for the former Austin airport and other City-owned properties, and assisted in the solicitation and negotiation of master development agreements, including the creation of innovative financing strategies.
- **SAN MATEO CORPORATION YARD REDEVELOPMENT, SAN MATEO, CA**
  For the City of San Mateo, EPS provided market and feasibility analysis for developing a public property, and then assisted with the evaluation of developer proposals for affordable housing.
- **LAND USE/TRANSPORTATION CORRIDOR PLAN, SAN MATEO, CA**
  For the City of San Mateo, EPS conducted market and feasibility analysis and development programming for the redevelopment of transit-adjacent properties along El Camino Real, including an existing horse racing facility. EPS also assisted the City in the negotiation of a Development Agreement with a proposing developer.
- **SEAHOLM REDEVELOPMENT PLAN NEGOTIATIONS, AUSTIN, TX**
  For the City of Austin, EPS provided feasibility analysis, financial due diligence, financing strategies, and negotiation support for a master-planned public/private mixed-use redevelopment of a former City power plant property.
- **NAVAL AIR STATION REUSE PLAN AND NEGOTIATIONS, ALAMEDA, CA**
  For the City of Alameda, EPS provided market and feasibility analysis for the reuse plan for the former Navy base, and subsequently assisted in the negotiations between the City, the Navy, and a master developer.
- **HUNTERS POINT NAVY SHIPYARD NEGOTIATIONS, SAN FRANCISCO, CA**
  For Lennar, a private developer selected by the City of San Francisco to redevelop the former Navy shipyard, EPS provided market and financial analysis and strategic support during the successful negotiations of a Disposition and Development Agreement.



DAMIAN STEFANAKIS

SENIOR PRINCIPAL PLANNER

KITTELSON & ASSOCIATES

EDUCATION

- Graduate Degree Engineering, University of Witwatersrand, Johannesburg
- BS Civil Engineering, University of Witwatersrand, Johannesburg

YEARS OF EXPERIENCE

35

AFFILIATIONS

- Institute of Transportation Engineers

Damian Stefanakis has over 35 years of experience in transportation planning and travel demand forecast modeling. He specializes in the development and application of travel demand models for highway and transit projects using many types of software, including CUBE/Voyager. Damian has significant experience developing the Alameda County Transportation Commission (Alameda CTC) and City/County Association of Governments Countywide Models for regional transit and highway studies. In addition, Damian has experience developing goals and policies for General Plans, Circulation Elements, Housing Elements, private developer studies, and other planning documents. Damian has significant experience conducting VMT analysis per SB 743, identifying appropriate TDM mitigation, and generally utilizing his experience to establish implementable and forward-thinking approaches to complex transportation issues.

PROJECT EXPERIENCE

City of Livermore Transportation Impact Fee Update, Livermore, CA. Damian is managing Kittelson's work to update the city's transportation impact fee (TIF) to respond to new development plans in sections of the city. Kittelson is updating the land use inventory to determine how much development has occurred since the last TIF update and revising the development forecast in conjunction with the pending General Plan update. Kittelson is also reviewing capital improvement projects and using the Citywide model to determine the nexus for new projects or if any projects can be removed from the CIP based on growth projections.

City of Belmont Housing Element Modeling Support; Belmont CA. Kittelson was part of the consultant team working with the City to update their Housing Element. As one of the authorized users of the C/CAG model, Kittelson provided travel demand forecasting services using the C/CAG Countywide model and prepared vehicle-miles of travel (VMT) analysis per SB 743 for residential per capita and employment per service population. Damian was the Kittelson project manager for the study and led the forecasting task.

Belmont Harbor Industrial Area (HIA) Specific Plan EIR; Belmont CA. Kittelson is part of the consultant team working with the City of Belmont to prepare the specific plan and environmental impact report for Harbor Industrial Area (HIA) Specific Plan. Kittelson conducted all travel modeling using the C/CAG Countywide model and supported the prime consultant with traffic forecasting and VMT for CEQA analysis. Kittelson modified the model to reflect the proposed HIA project and also ensured the 2040 model represents the Belmont General Plan and Housing Element update. Kittelson also provided Cumulative 2040 No

Project and 2040 with HIA Project intersection turning forecasts at the study intersections. Kittelson extracted project VMT per SB 743 to comply with City VMT Guidelines. Damian was the Kittelson project manager for the study and led the forecasting task.

City of Belmont Transportation Impact Fee Nexus Analysis; Belmont, CA. Kittelson was part of the consultant team working with the City of Belmont to develop an updated transportation impact fee based on multimodal infrastructure service levels and VMT. Kittelson also assembled a capital Improvement list from various city plans and provided cost estimates for transportation improvements. Kittelson supported the city through nexus findings and approval by the City Council. Damian led the forecasting nexus tasks.

City of Belmont General Plan Update; Belmont, CA. Kittelson provided travel forecasting support as part of the consultant team preparing the update to the Belmont General Plan in 2018. Kittelson updated and validated the San Mateo C/CAG Countywide travel demand model in the City of Belmont. The model was used to identify 2016 and 2035 trips by drive alone, carpools, transit, bicycle or walking for peak hour and daily conditions. Model assignment outputs for General Plan plus Project conditions included intersection turn volumes at 26 study locations to determine impact analysis. Damian was the Kittelson project manager for the study and led the forecasting task.

City of Livermore General Plan and Model Development; Livermore, CA. In support of the 2024 General Plan EIR update, Damian developed a new Citywide travel demand model using the CUBE software. The model is directly based on the most correct Alameda CTC countywide model. As project manager, Damian is preparing the circulation element for the general plan, including alternatives analysis, mobility policies, VMT guidelines, and detailed analysis for the EIR.



KITTELSON & ASSOCIATES

MIKE ARONSON, PE

SENIOR PRINCIPAL ENGINEER

Mike Aronson has over 40 years of experience in all aspects of transportation planning and traffic operations analysis. He has managed transportation studies for general plans, major corridor studies, rail transit extensions, highway projects, and development master plans. Mike has developed and updated travel demand models using all major software programs and has led training programs in travel modeling and planning applications. Mike specializes in producing consistent and defensible results from complex transportation planning processes, and clearly explaining those results in presentations and documentation.

EDUCATION

- MS, Transportation Engineering, University of California Berkeley
- BS, Civil Engineering, Cornell University

YEARS OF EXPERIENCE

42

LICENSES/ CERTIFICATIONS

- Professional Engineer: CA #48759

AFFILIATIONS

- Institute of Transportation Engineers

PROJECT EXPERIENCE

City of Belmont Transportation Impact Fee Nexus Analysis; Belmont, CA. Mike managed Kittelson's work as a subcontractor with the City of Belmont to develop an updated transportation impact fee based on multimodal infrastructure service levels and vehicle-miles of travel (VMT). Kittelson calculated the replacement value of existing transportation assets in the city including streets, sidewalks, bicycle and pedestrian facilities and lighting. Kittelson developed a value of existing transportation assets per VMT and maximum defensible fees for various land use types to be applied for future development projects. Kittelson also assembled a capital Improvement list from various city plans and provided cost estimates for transportation improvements. Kittelson supported the City through nexus findings and approval by the City Council.

Santa Rosa Impact Fee Nexus Analysis and Update; Santa Rosa, CA. Kittelson provided the transportation analysis for the 2017 update of the City of Santa Rosa's impact fee program. As transportation task leader, Mike managed the update of the Sonoma County model to a "market-based" 2040 travel forecast, identified potential transportation deficiencies throughout the city, and provided updated cost estimates for the recommended improvements to be funded by the fee program.

Redding Fee Updates, Redding, CA. Kittelson provided the transportation analysis for the 2017 update of the City of Santa Rosa's impact fee program. As transportation task leader, Mike managed the update of the Sonoma County model to a "market-based" 2040 travel forecast, identified potential transportation deficiencies throughout the city, and provided updated cost estimates for the recommended improvements to be funded by the fee program.

City of Millbrae General Plan Update, Priority Development Area Specific Plan, Active Transportation Plan, and Downtown Parking Study; Millbrae, CA. Kittelson provided the transportation elements of the City of Millbrae's General Plan, which included updating polices related to vehicle-miles of travel (VMT), supporting development of a Priority Development Area (PDA) Specific Plan for the downtown area including streetscape recommendations, developing the city's first

Active Transportation Plan (ATP), and preparing a downtown parking study. Kittelson also provided the transportation analysis for the environmental documentation. Mike served as project manager for the General Plan and Environmental Impact Report and principal for the Active Transportation Plan.

Serramonte Views Condominiums and Hotel Project; Daly City, CA. Mike managed the transportation studies for a 323 unit condominium and hotel project in Daly City, adjacent to the Serramonte Shopping Center. The transportation analysis considered impacts on the adjacent cities of Colma and South San Francisco as well as Daly City streets and Caltrans freeway facilities. Bicycle and pedestrian access to the site were evaluated. Recommended mitigation includes installation of traffic signals, crosswalk improvements and implementation of a shuttle transit service to the Colma BART station.

El Dorado County DOT Missouri Flat Master Circulation & Financing Plan Phase II; El Dorado County, CA. Mike was project manager for Kittelson's work supporting El Dorado County as a subcontractor to evaluate infrastructure improvements and develop a financing mechanism to promote activity and growth in the Missouri Flat area. Kittelson updated the regional travel model to prepare traffic forecasts reflecting current development, Kittelson then conducted a focused operational study of the US 50/Missouri Flat Road interchange to screen interchange alternatives including diverging diamond, roundabout and single-point designs and phasing options. Kittelson prepared cost estimates for local street improvements and provided nexus analysis for development fees.

San Mateo US 101 Managed Lanes PA&ED; San Mateo County, CA. Kittelson is providing the transportation forecasting analysis for the Project Approval and Environmental Document for the US 101 HOV lanes in San Mateo County. Mike is the principal and senior advisor for the Kittelson work, which has included updates to the San Mateo County regional travel forecast model, review of model validation, testing of different lane configurations, and review and explanation of forecast results.

El Dorado TIM Fee and CIP Update; El Dorado County, CA. Kittelson updated El Dorado County's Transportation Impact Fee and Capital Improvement Program. Mike managed the concluding portions of the update, including interpretation of county growth effects, initiatives, preparation of presentation materials, presentations to the board and public meetings, and documentation of travel forecasting and analysis processes.

201 Haskins Way Rezoning Initial Study; South San Francisco, CA. Mike was project manager for Kittelson's work on the transportation impact analysis (TIA) for the environmental impact report (EIR) for the 201 Haskins research and development building project in the East of 101 area of South San Francisco. The impact analysis considered traffic effects on local and regional roads, queuing in turn lanes and at freeway off-ramps, transit access, and bicycle and pedestrian access. It also included a comparison of vehicle-miles of travel (VMT) to regional averages. The cumulative traffic analysis considered significant potential development in the East of 101 area and was based on the city's recently updated traffic modeling system.

City of Clovis Transportation Impact Guidelines and General Plan Amendment; Clovis, CA. Mike was the project principal for the updates to the Transportation Impact Study guidelines for the City of Clovis to incorporate VMT analysis per SB 743, and a subsequent General Plan Amendment to incorporate VMT impacts and mitigation. Mike has led tasks related to updating and adapting the Fresno COG activity-based model to provide VMT information that reflects existing and planned land uses in Clovis.

Contra Costa County Transportation Expenditure Plan; Contra Costa County, CA. Mike managed evaluation of a package of multimodal transportation improvements in support of a county ballot measure. The program was focused on measures that would reduce auto mode share, vehicle-miles of travel (VMT) and greenhouse gas emissions. In addition to conventional modeling of road and transit improvements using the Contra Costa regional TransCAD travel model maintained by Kittelson, the evaluation included estimates of reductions related to transportation demand management (TDM) measures such as bicycle facility improvements and school transit passes.

Appendix B: Fee Proposal

Table 2
Proposed Budget - Scenario 2: New TIF Methodology

Task/ Description	Rice-Evans Project Manager	Ren Deputy Project Manager	Smith Senior Advisor - Housing	EPS Staff Subtotal	EPS Direct Costs (1)	Kittelson Total Budget	Grand Total
Billing Rates (2)	*$345*	*$215*	*$345*				
Task 1: Project Initiation (3)	6	6	0	$3,360	$0	$2,570	$5,930
Task 2: Fee Program Review and Land Use Analysis	6	12	0	$4,650	$50	$7,016	$11,716
Task 3: Transportation Impact Fee Update	8	4	0	$3,620	$250	$28,904	$32,774
Task 4: Parks Improvements Fee Update	20	48	0	$17,220	$0	$0	$17,220
Task 5: Quimby Act Parkland In-Lieu Fee Update	10	25	0	$8,825	$0	$0	$8,825
Task 6: Fee Comparisons and Cost Burdens	10	30	0	$9,900	$0	$0	$9,900
Task 7: Legal Compliance	6	6	0	$3,360	$0	$0	$3,360
Task 8: Stakeholder Engagement, Presentation, and Adoption Support (4)	25	25	0	$14,000	$100	$4,505	$18,605
TOTAL PROJECT HOURS & COSTS w/o OPTIONAL TASK	**91**	**156**	**0**	**$64,935**	**$400**	**$42,996**	**$108,331**
Optional Task A: Commercial Linkage Fee Peer Review	6	20	10	$9,820	$0	$0	$9,820
Optional Task B: Inclusionary In-Lieu Fee Peer Review	6	20	10	$9,820	$0	$0	$9,820
OPTIONAL TASK A + B HOURS & COSTS	12	40	20	**$19,640**	**$0**	**$0**	**$19,640**
TOTAL PROJECT COSTS with Optional Tasks	**103**	**196**	**20**	**$84,575**	**$400**	**$42,996**	**$127,971**

(1) Direct costs include data acquisition (if necessary) and staff travel to public meetings.
(2) Hourly billing rates are effective for 2025 and subject to annual revision.
(3) Includes one kick-off meeting with City staff.
(4) Includes attendance at/ preparation for two (2) in-person public meetings and two (2) virtual stakeholder briefings. For EPS also includes 20 hours of staff time for adoption support.

STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont
Staff Contact:	Brigitte Shearer, Parks and Recreation Director (650) 595-7488, bshearer@belmont.gov
Agenda Title:	Belmont Community Center Master Plan Update
Agenda Action:	For Information Only

Recommendation
Receive presentation; no action required.

Strategic Focus Area
Infrastructure and Mobility

Background
The Barrett Community Center site has supported diverse community uses over the decades, serving as the backdrop for countless collective memories. Originally constructed as Barrett Elementary School in 1948 and transitioned to a city-operated facility in the 1980s, the 5.1-acre parcel includes 26 classrooms now used for full-time licensed childcare, afterschool programming, and multi-generational recreation. It also includes 25 community garden plots, a playground, and a field used for youth sports, seasonal off-leash dog hours, and community events.

The 75-year-old Center is a hub of community activity and is in dire need of extensive repairs and maintenance to meet modern-day earthquake, fire safety, and accessibility standards. Without these repairs and updates, the City and community may not be able to use the facility in the long term.

To address this, in early-2019 the City facilitated a competitive RFP process resulting in the selection of Group 4 Architecture to develop a site strategy, conceptual design, and project cost model. The resulting design was approved by the City Council in late-2019.

Analysis
Following the 2019 approval of the Community Center design, progress toward securing project funding was slowed by a combination of challenging circumstances, including limited resources and competing priorities, factors that were further compounded by the COVID-19 pandemic. In the years since, community needs, recreation trends, City planning priorities, and building standards have continued to evolve, alongside ongoing efforts to identify viable funding opportunities.

Despite these challenges, the City has remained steadfast in its commitment to the project, engaging

residents over the past two years in meaningful dialogue to better understand today's priorities and the community's long-term vision for this facility. As the City looks ahead, this continued engagement and evolving perspective provide a strong foundation to reimagine and reinvigorate the path forward for the Belmont Community Center.

To ensure the Community Center Plan reflects Belmont's evolving priorities and future needs, the City re-engaged Group 4 Architecture to complete a conceptual design refresh. This effort focuses on updating the architectural vision, site and space layout, and integrating emergency resource center functionality, sustainability strategies, and best practices drawn from recent comparable projects. The scope also includes updating cost estimates to reflect current market conditions.

Since June, City staff and Group 4 have held a project kickoff, met biweekly to coordinate progress, and conducted technical meetings with the Planning and Parks & Recreation Departments. Group 4 has also shared design updates with the Parks and Recreation Commission on July 16 and September 3, and engaged directly with residents at the Imagine Together Festival on August 9, co-hosted by the Belmont Community Foundation and the City of Belmont at Barrett Community Center.

The updated conceptual design and accompanying Frequently Asked Questions document (see attachments) reflect this extensive outreach, along with feedback from the broader community and recent survey results highlighting the upgrades and repairs most valued by Belmont residents.

Through this process, the community has voiced strong support for programs and activities that:

- Create and maintain multi-generational, sports, arts and crafts, fitness, and health and wellness program for youths, teens, adults and seniors
- Provide sports courts and fields for youth, teen, and adult sports and a safe children's play area
- Provide parks and a multigenerational center for youths, teens, adults and seniors.
- Provide disaster review and emergency center that meets earthquake and fire safety standards
- Maintain childcare and supervised after-school programs
- Maintain senior services, including health, fitness, nutrition, wellness and transportation programs
- Maintain facilities so they don't fall into disrepair and deteriorate
- Update the community center to meet current earthquake and fire safety standards
- Provide an evacuation center during emergencies
- Provide adult lap swimming, recreation and leisure swimming, and youth water play facilities
- Provide youth mental health and wellness services and programs.

While the City currently offers many of these programs, an updated Community Center would significantly expand the range and quality of experiences available to residents of all ages. The updated spaces would create new opportunities for connection, learning, and wellness—helping the Community Center truly serve as the heart of Belmont's civic and recreational life.

All materials from this presentation, including conceptual designs and supporting documents, are available on the City's website for the community to review.

Alternatives

1. Take no action

Attachments

A. Presentation by Group 4 Architecture

B. Frequently Asked Questions.

Fiscal Impact

☒ No Fiscal Impact	There is no direct fiscal impact related to this informational report and presentation from Group 4 Architecture. Engagement with Group 4 Architecture has been funded under Capital Improvement Program (CIP) Belmont Community Center Project #8079, funded by the Facilities Management Fund.
☐ Funding Source Confirmed:	

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Posting of Agenda

BELMONT COMMUNITY CENTER MASTER PLAN REFRESH

City Council Presentation

October 14, 2025

GROUP 4 ARCHITECTURE

CITY OF BELMONT

AGENDA

1. **Project Overview + Update**
    - Recap/Context
    - Schedule + Past Master Plan
    - Revalidation of Need + Benchmarking
    - Best Practices + New Trends
    - Foundational Framework
2. **Design Overview**
3. **Program Refresh**



PROJECT SCHEDULE (2025)

JUNE | JULY | AUGUST | SEPTEMBER | OCTOBER

1.1 PROGRAM UPDATE

Extended

1.1.1. Project Management Team Meetings (PMTs)
1.1.2. New Trends in Recreation and Building Design
1.1.3. Program Validation & Refresh
1.1.4. Program Mapping
1.1.5. Revalidation of Need
1.1.6. Enhanced Role in Emergency Response
1.1.7. Sustainability Framework
1.1.8. Benchmarking and Lessons Learned

1.2 DESIGN & ARCHITECTURAL UPDATES

Extended

1.2.1. Project Management Team Meetings (PMTs)
1.2.2. Updated Master Plan Design Exhibits
1.2.3. Architectural Expression
1.2.4. Flythrough

1.3 UPDATED COST ESTIMATE

Extended

1.3.1. Project Management Team Meetings (PMTs)
1.3.2. Updated Project Cost Estimate

1.4 FUNDING STRATEGY & SUMMARY REPORT

1.4.1. Project Management Team Meetings (PMTs)
1.4.2. Funding Opportunities
1.4.3. Funding Strategy
1.4.4. Summary Report

1.5 PROJECT PARTICIPATION

Project Management Team (PMT): June 20 | July 2 | July 18 | Aug. 4 | Aug. 13 | Aug. 29 | Oct. 3

KICKOFF

Today

Technical + Stakeholder + Community Meetings

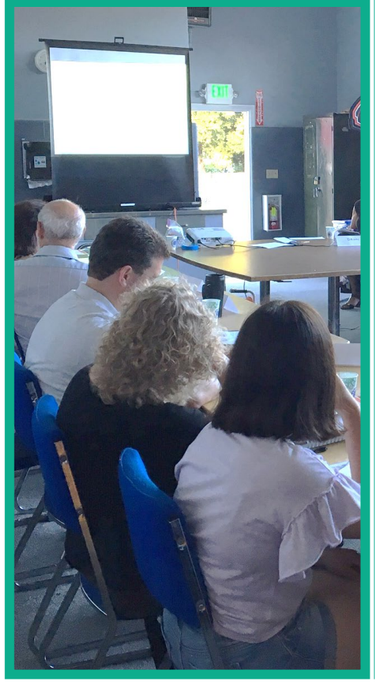
- June 26 — PLANNING, BUILDING & PUBLIC WORKS
- PARKS & REC STAFF
- COMMUNITY CENTER TENANTS
- July 16 — PARKS & REC COMMISSION STUDY SESSION
- Aug. 9 — BELMONT COMMUNITY FOUNDATION PRESENTATION
- Sep. 3 — PARKS & REC COMMISSION PRESENTATION
- Oct 14 — CITY COUNCIL PRESENTATION

PROJECT PHASES

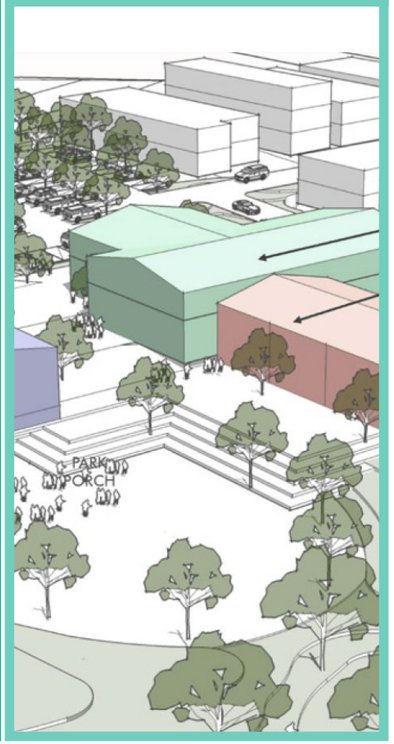
PLANNING	DESIGN	CONSTRUCTION

DEPENDENT ON FUNDING BEING IDENTIFIED

MASTER PLAN



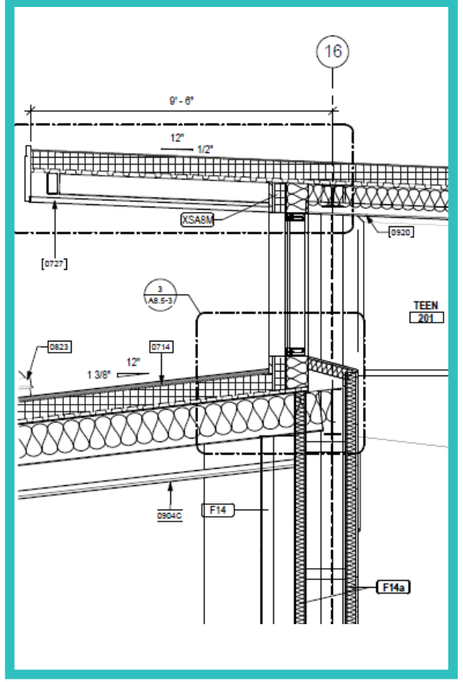
CONCEPTUAL



SCHEMATIC



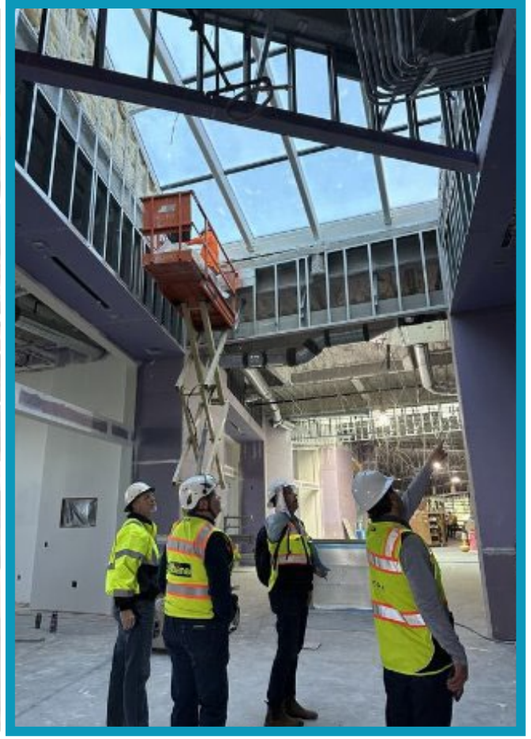
CONSTRUCTION DOCUMENTS



BID/AWARD



CONSTRUCTION



WE ARE HERE

SMART, EQUITABLE INVESTMENT IN BELMONT FAMILIES

Did you know? **More than 1,700** local Belmont youths attend programs at the community center **every week,** and **hundreds** participate in outdoor sports **every day**.

They need a **safe, repaired community center** that has capacity for these activities, just like other communities have.

The City is looking into the most **cost-effective** way to provide safe, updated spaces for these activities, with a focus on qualifying this project for matching funds from the State or County.









NEED FOR A NEW BUILDING

The over-75-year-old Barrett Community Center is bursting at the seams and **cannot meet current demand for programs**. The existing building faces leaks and structural **deterioration**. To ensure it can **safely** serve our community for generations to come, we must bring it up to **modern earthquake, electrical, fire safety, and accessibility standards.**





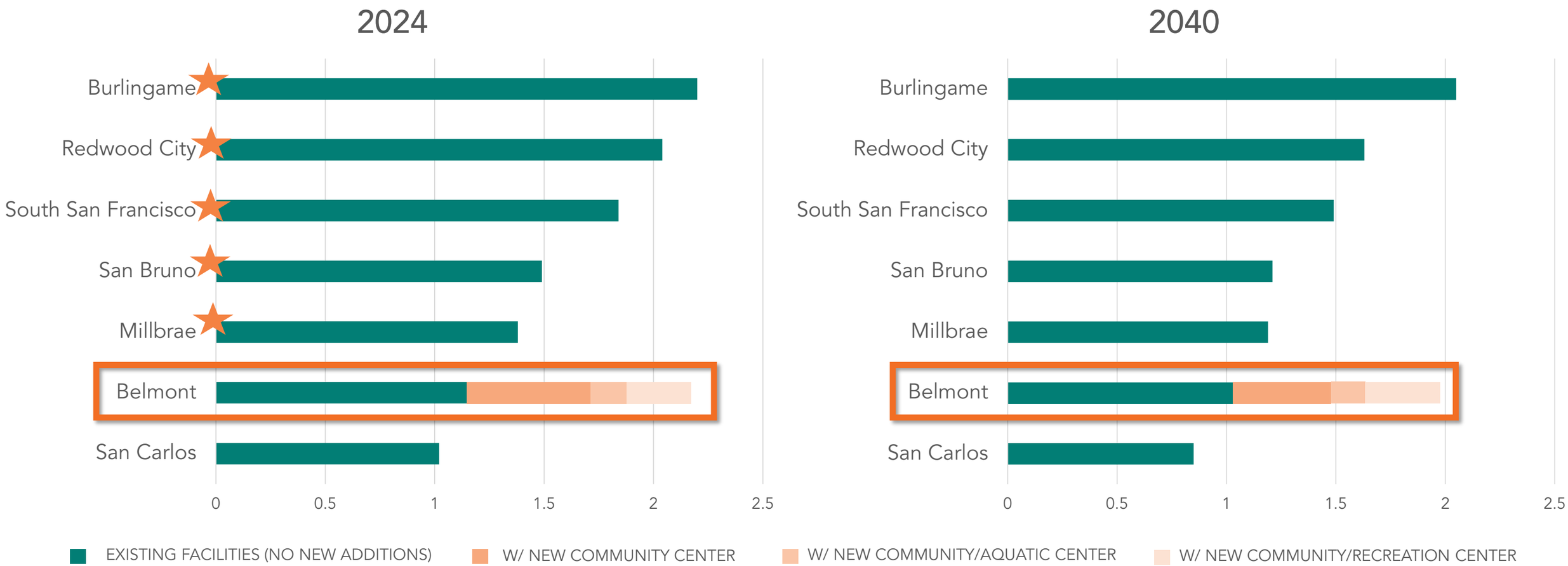






BENCHMARKING

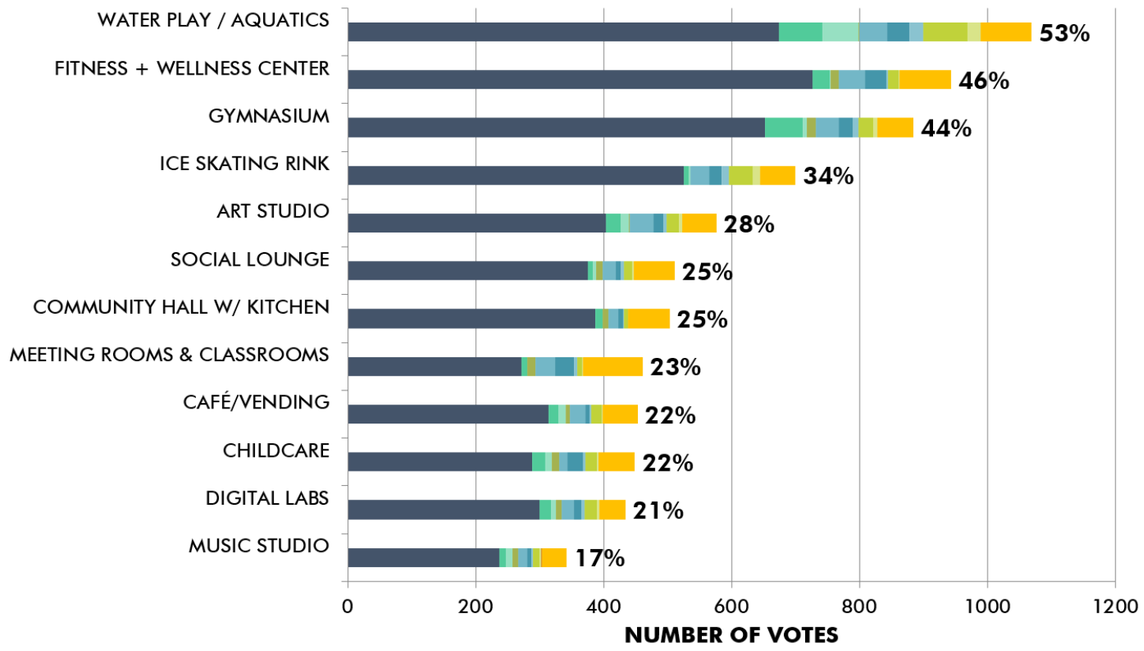
INDOOR RECREATION SQUARE FEET (SF) PER RESIDENT



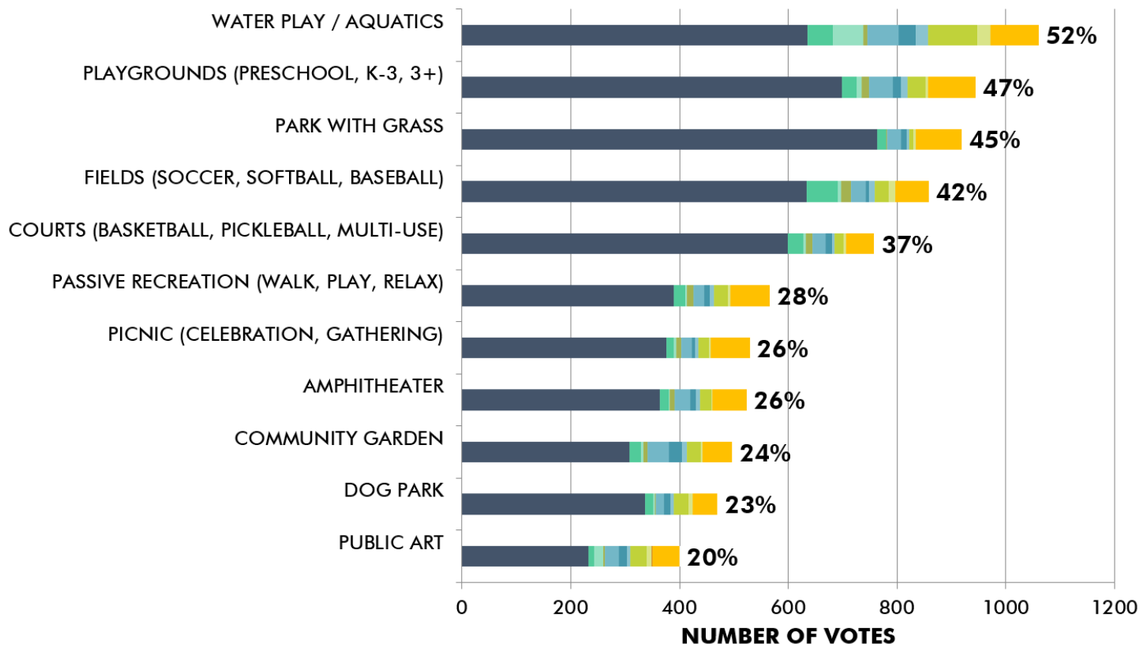
★ Community Center built in the last 5 years

SERVING OUR YOUTH / FAMILIES / ADULTS / SENIORS

INDOOR SPACES



OUTDOOR ACTIVITIES & SPACES



INDOOR SPACES

More than half of respondents prioritized a **Water Play / Aquatic amenity,** especially by Youth participants.

Almost half of participants, especially online survey respondents, prioritized a **Fitness + Wellness Center** and **Gymnasium** – one of the most missed spaces in the existing Community Center.

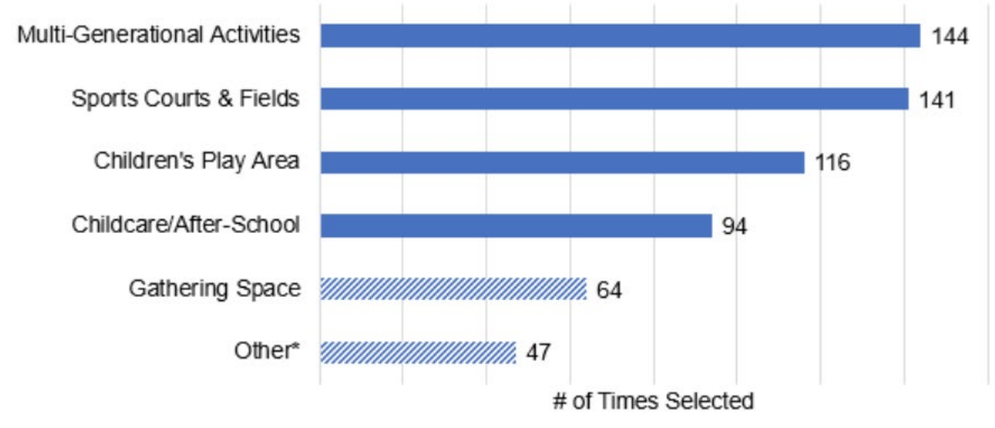
OUTDOOR SPACES

Water Play / Aquatics, Playgrounds are the top priority of residents.

COMMUNITY ENGAGEMENT SINCE 2020

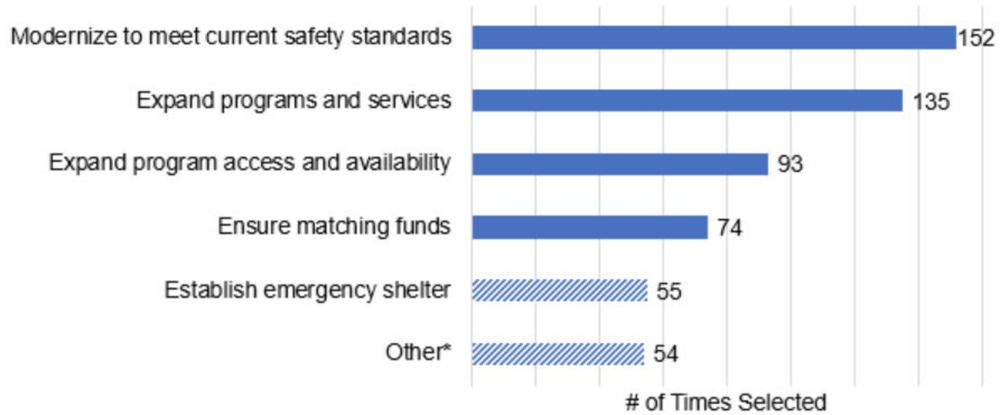
THE COMMUNITY CENTER CONVERSATION SURVEYS

Survey Results: Most Valued in Our Current Center



**Most frequently: a space for dogs*

Survey Results: Most Desired in Our Future Center



**Most frequently: pool, space for dogs, and athletic fields*

2024 PARKS RECREATION OPEN SPACE MASTER PLAN

COMMUNITY THEMES

Through the community engagement process, the following 10 common themes arose:

- AMENITIES FOR SOCIAL + PHYSICAL ACTIVITY
- CREATE MORE WITH LESS
- MORE SEATING OPPORTUNITIES
- CONNECTING WITH NATURE
- PHYSICAL CONNECTIONS
- AVAILABLE FOR MANY USES + USERS
- AMENITIES FOR DIVERSE INTERESTS
- NATURAL RESOURCES
- ACCESSIBLE FOR ALL ABILITIES
- HONOR BELMONT'S UNIQUE LANDSCAPE

THANK YOU FOR YOUR FEEDBACK, BELMONT COMMUNITY!

COMMUNITY/REC CENTER BEST PRACTICES



COMMUNITY-DRIVEN



HOLISTIC WELLNESS



ACCESSIBLE TO ALL



ADAPTABLE SPACES



SUSTAINABLE DESIGN



EFFICIENT OPERATIONS

CONTINUED + RISING DEMAND FOR...

- ✓ **community multipurpose spaces**
- ✓ **splash play areas**
- ✓ **park restrooms**
- ✓ **trails**
- ○ outdoor fitness equipment
- ○ park shelters
- ✓ **playgrounds**
- ✓ **swimming/aquatics**
- • *skateparks*
- ✓ **off-leash dog parks**
- ✓ **"eldertainment" + more senior-friendly programming**
- ✓ **community events**
- ✓ **group activities**
- ○ newer sports such as **pickleball** + padel + **traditional sports**
- ✓ **multiuse courts**
- ✓ **arts programming**
- ○ therapeutic recreation

+ more!

BELMONT COMMUNITY CENTER CONCEPTUAL DESIGN

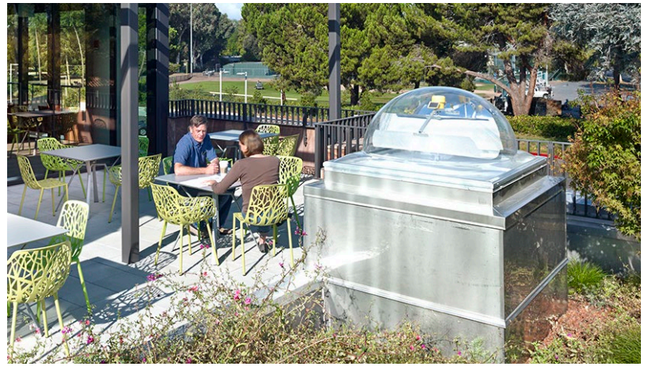
✓ Included ○ Opportunity to include • *Not included*

FOUNDATIONAL FRAMEWORK – 2025

MULTIGENERATIONAL + MULTIFUNCTIONAL SPACES



SUSTAINABLE DESIGN



HEALTH + WELLNESS SERVICES



RESILIENCY CENTER



RESILIENCY CENTER

KEEPING BELMONT SAFE + CONNECTED IN AN EMERGENCY

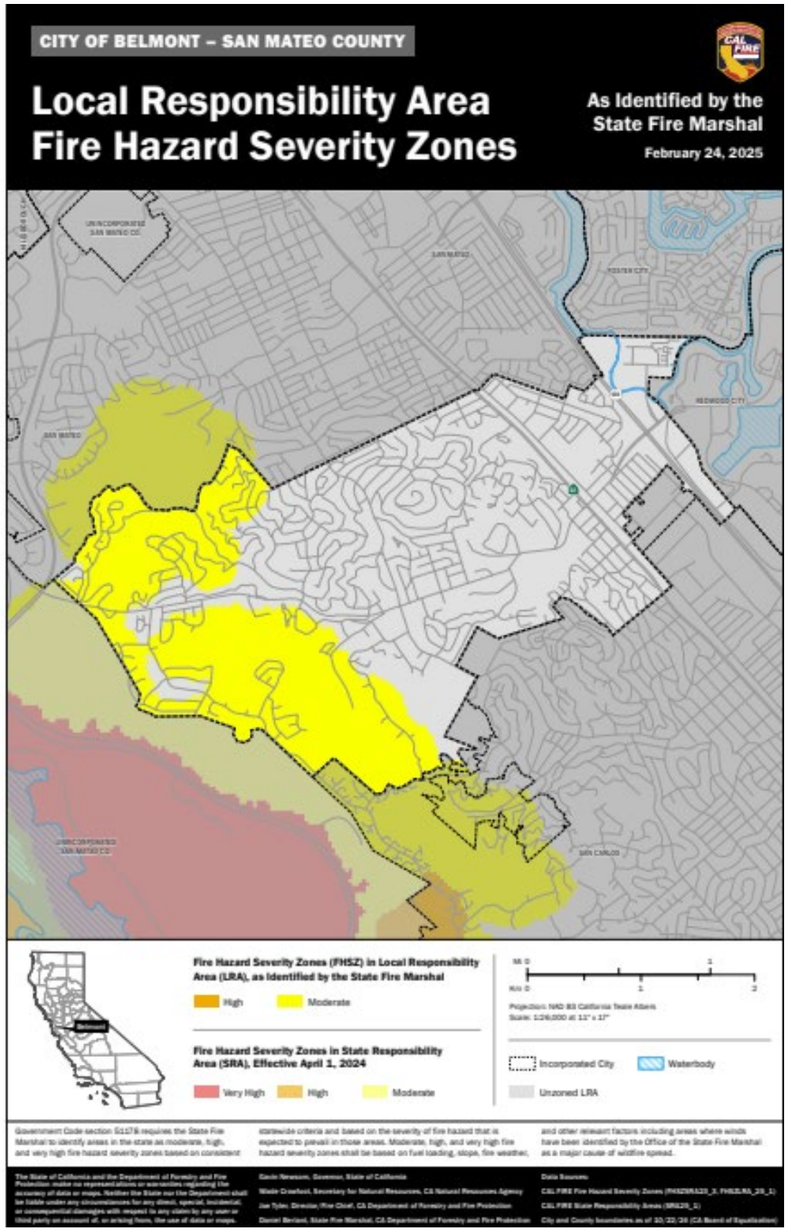
- Central location in the city
- Resiliency Center can serve as a place for:
    - Family Reunification
    - Supply distribution
    - Power Charging
    - Medical Assistance
    - Cooling, heating, etc.
- Showers at the Pool Locker Rooms could provide showers during emergency events.
- Generator/batteries could be included for backup power during power outage.
- Building could include a server room to provide redundancy for city server.

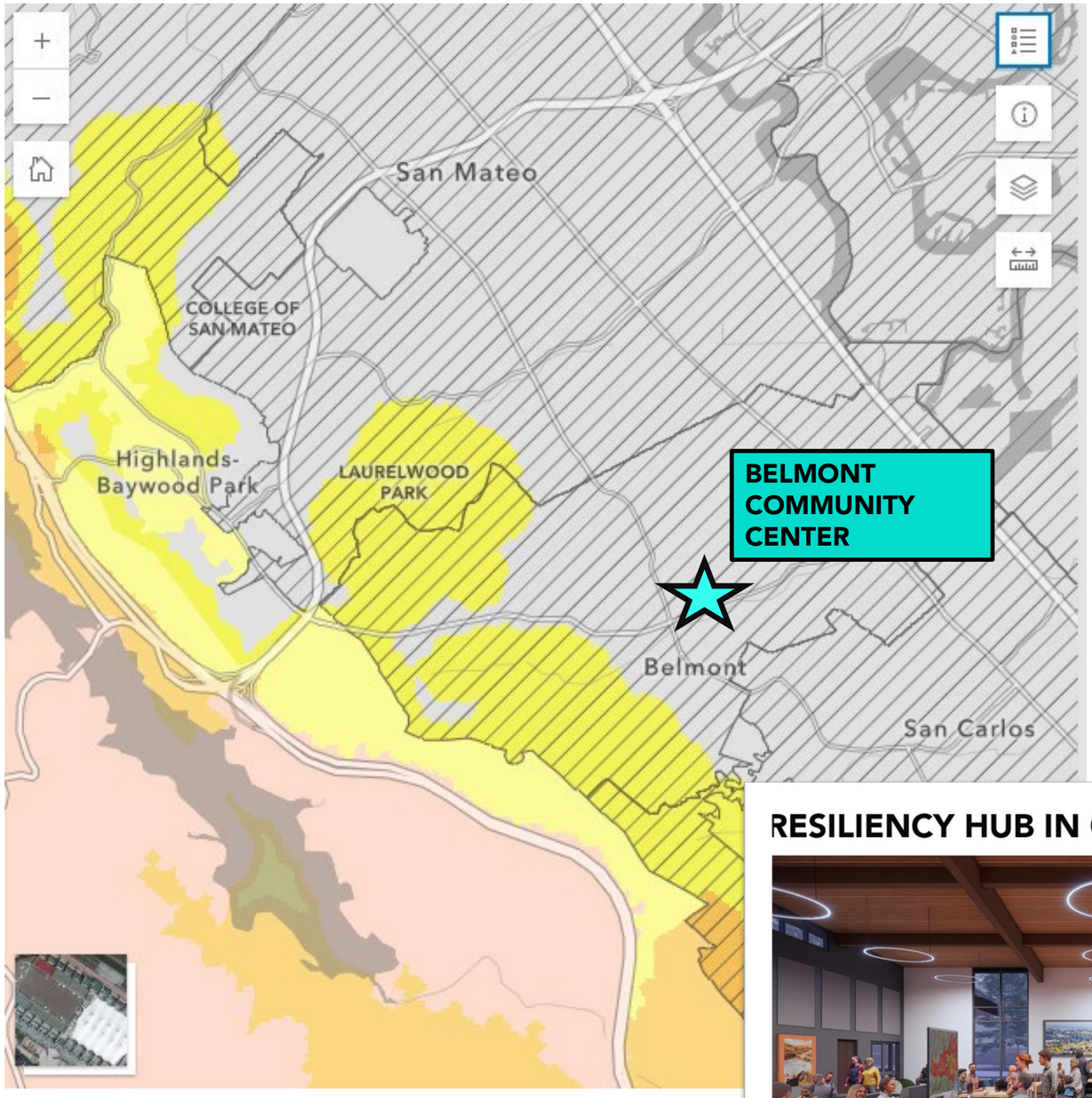






RESILIENCY CENTER





RESILIENCY HUB IN COMMUNITY ROOM



2019 CONCEPTUAL DESIGN SITE PLAN

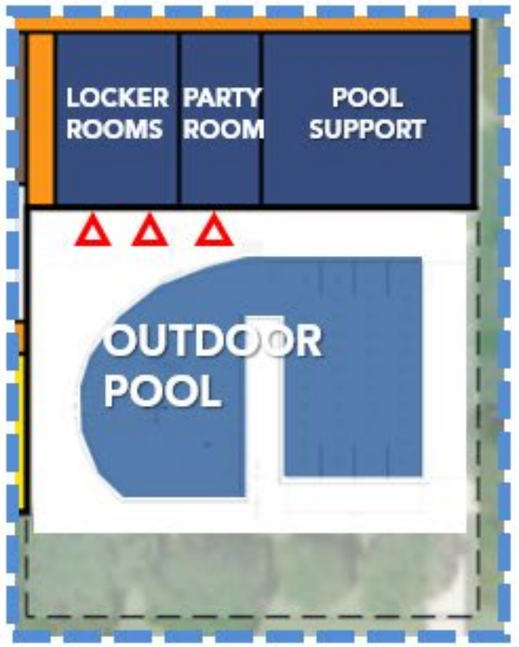


2019 CONCEPTUAL DESIGN – FLOOR PLAN LAYOUT

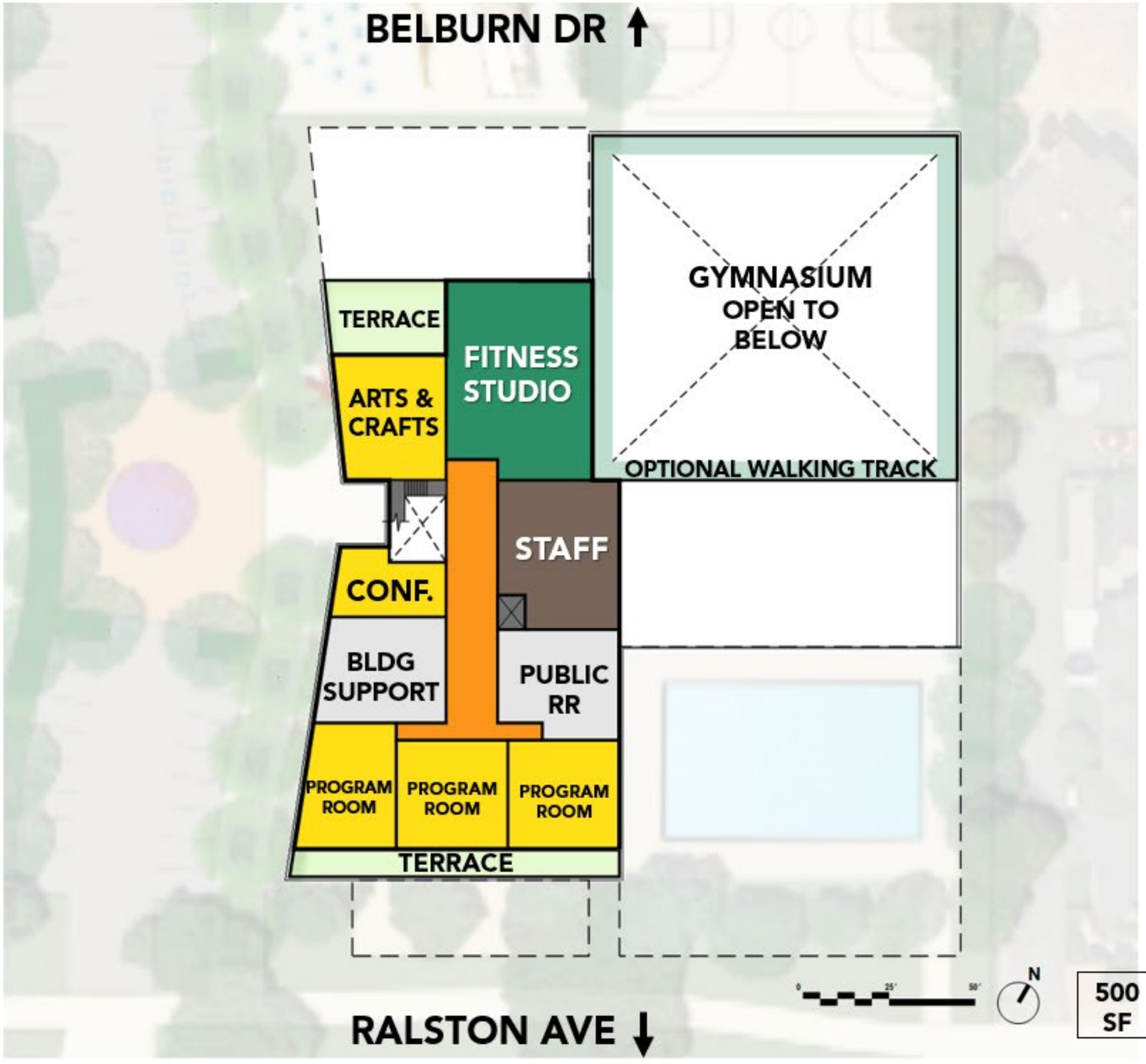


1ST FLOOR PLAN

ALTERNATIVE POOL LAYOUT



2019 CONCEPTUAL DESIGN FLOOR PLAN LAYOUT

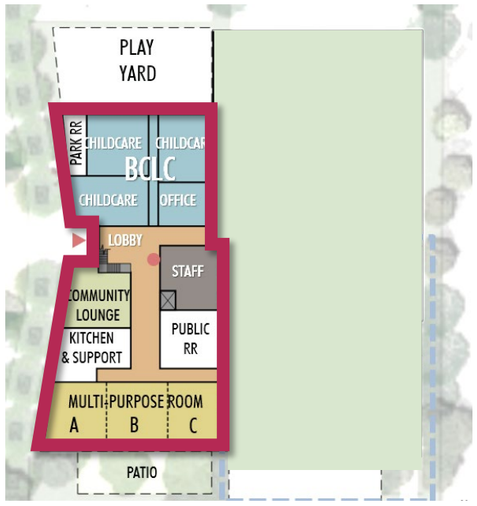


2ND FLOOR PLAN

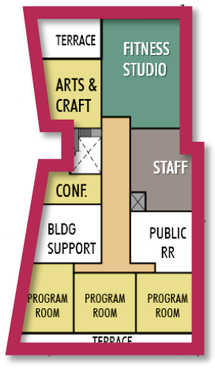
IMPLEMENTATION PLAN – OPTIONS

COMMUNITY CENTER

1ST FL

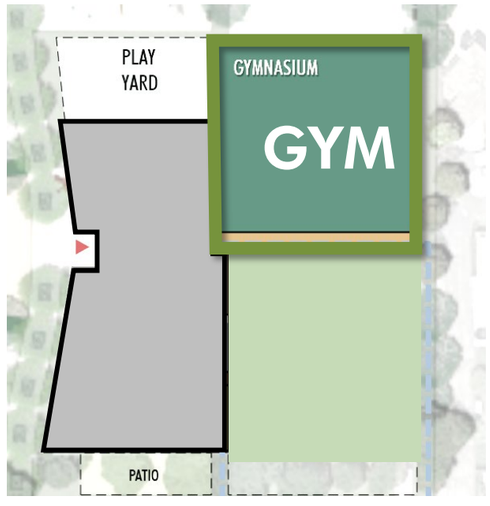


2ND FL

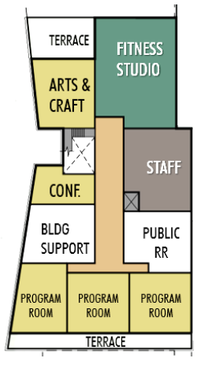


GYMNASIUM

1ST FL

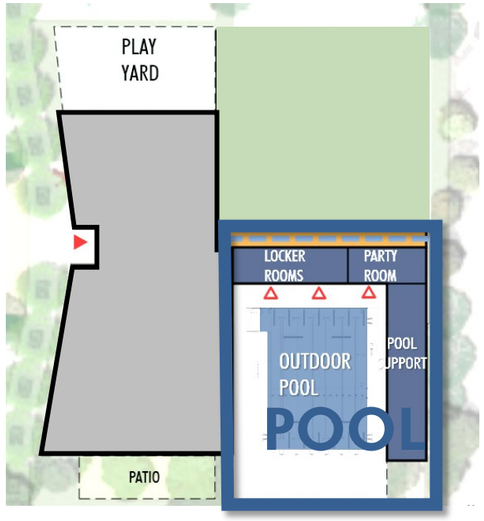


2ND FL

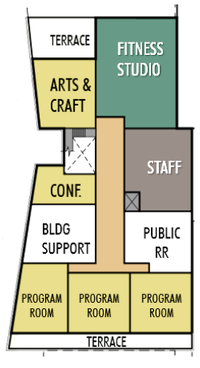


AQUATIC

1ST FL

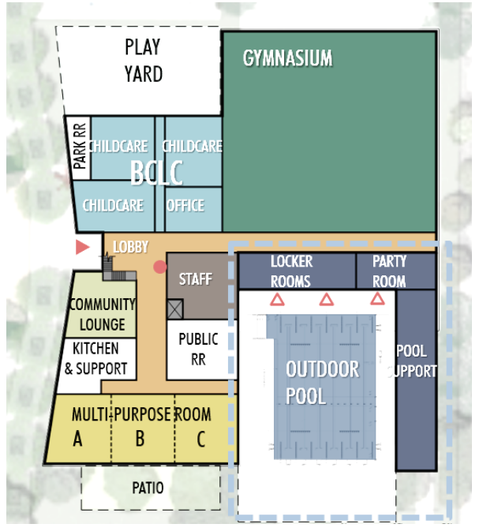


2ND FL

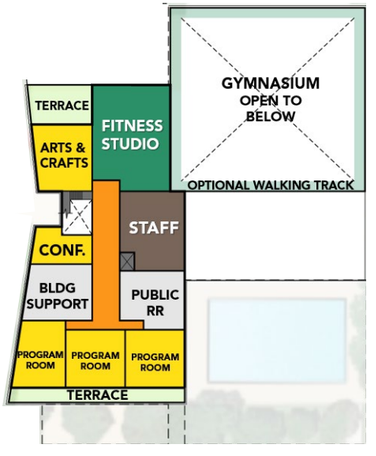


COMMUNITY, GYM, + AQUATIC

1ST FL



2ND FL



PROGRAM REFRESH OPTIONS

COMMUNITY CENTER

COMMUNITY CENTER
Entry
Lobby/Informal Gallery/Reception
Social Lounge
Community Room, Conference + Kitchen
Divisible Community Room (inc. Storage)
Conference Room
Kitchen
Program Rooms
7 Multigenerational Program Spaces (inc. Storage)
Arts + Crafts (inc. Storage)
Early Childhood Education
2 Preschool Classrooms + Support Spaces
Teen Space
Teen Lounge (inc. Storage)
Health + Wellness
Fitness + Wellness Studio (inc. Storage)
STAFF/SUPPORT SPACES
Staff
Support Spaces
Walls + Circulation

+

RECREATION CENTER

GYMNASIUM
Gymnasium (inc. Storage)
STAFF/SUPPORT SPACES
Staff
Support Spaces
Walls + Circulation

+

AQUATIC CENTER

AQUATICS
Changing Room, Pool Party Room + Support
STAFF/SUPPORT SPACES
Staff
Support Spaces
Walls+ Circulation

PARKING DRAFT
100-150 sp. req.

TOTAL ~31,000-45,000 SF

2025 UPDATED COST ESTIMATE

BELMONT COMMUNITY CENTER PRELIMINARY OPTIONS	Community Center	Outdoor Pool	Gym	Community Center + Pool + Gym
	Phase 1	Phase 2 or 3	Phase 2 or 3	Single Phase
Total Hard Cost Budget	**$39,741,000**	**$5,676,000**	**$9,656,000**	**$55,072,000**
Site Development	$1,655,624	$0	$0	$1,655,624
Site Construction	$3,210,400	($147,800)	($147,000)	$2,915,600
Building Construction	$29,700,000	$5,307,000	$8,925,000	$43,932,000
Parking	$1,561,400	$0	$0	$1,561,400
Design/Estimating Contingency	$3,612,742	$515,920	$877,800	$5,006,462
Furniture, Technology and Signage	**$1,845,000**	**$515,000**	**$606,000**	**$3,101,000**
Total Soft Cost Budget	**$14,181,000**	**$2,111,000**	**$3,500,000**	**$19,837,000**
A/E and CM, Permits & Fees	$12,891,350	$1,918,900	$3,181,220	$18,033,320
Soft Costs Contingency	$1,289,135	$191,890	$318,122	$1,803,332
Project Contingency	**$4,158,500**	**$619,000**	**$1,026,200**	**$5,817,200**
Escalation		**$0**	**$0**	**$0**
Low	**$0**	**$0**	**$0**	**$0**
High	**$0**	**$0**	**$0**	**$0**
2025 Q2 Dollars				
PROJECT BUDGET LOW	**$59,925,500***	**$8,921,000***	**$14,788,200***	**$83,827,200***
HIGH	**$59,925,500***	**$8,921,000***	**$14,788,200***	**$83,827,200***
TOTAL PROJECT BUDGET CC + POOL LOW		**$68,846,500***		
HIGH		**$68,846,500***		
TOTAL PROJECT BUDGET CC + GYM LOW			**$74,713,700***	
HIGH			**$74,713,700***	

BELMONT COMMUNITY FOUNDATION





MAINTAIN FACILITIES SO THEY DON'T FALL INTO DISREPAIR AND DETERIORATE



DRAFT
IN PROGRESS

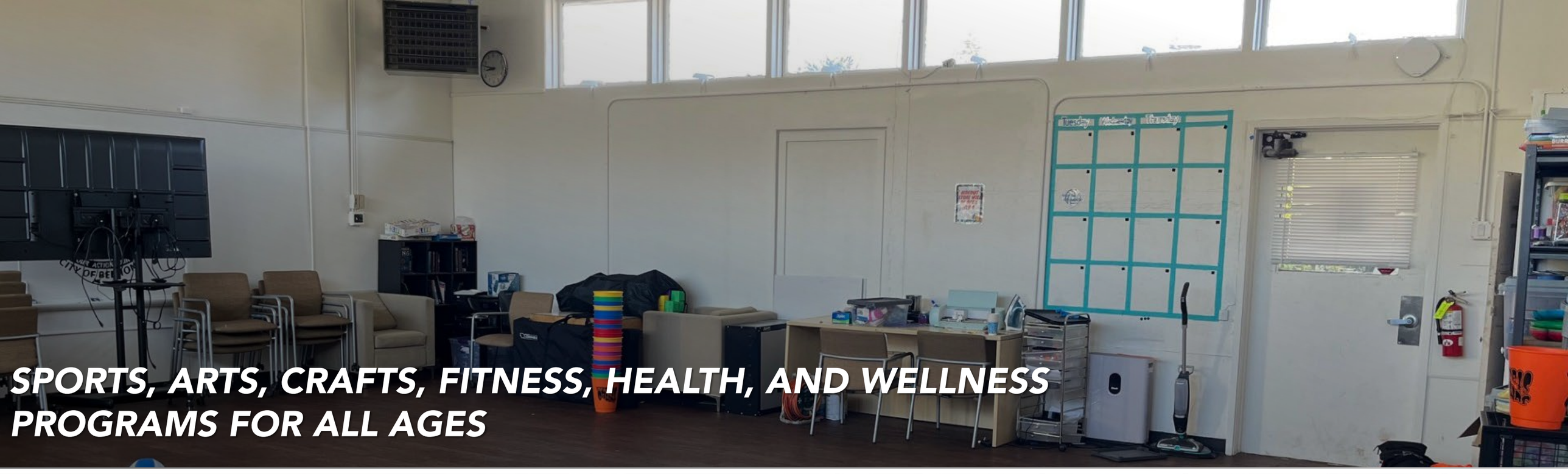


PROVIDE PARKS, SPORTS COURTS AND FIELDS, AND A MUTIGENERATIONAL CENTER FOR ALL AGES

DRAFT
IN PROGRESS

PROVIDE A DISASTER RELIEF AND EMERGENCY EVACUATION CENTER THAT MEETS EARTHQUAKE AND FIRE SAFETY STANDARDS

DRAFT
IN PROGRESS



SPORTS, ARTS, CRAFTS, FITNESS, HEALTH, AND WELLNESS PROGRAMS FOR ALL AGES



DRAFT
IN PROGRESS



MAINTAIN CHILDCARE AND SUPERVISED AFTER-SCHOOL PROGRAMS



DRAFT

IN PROGRESS



MAINTAIN SENIOR SERVICES, INCLUDING HEALTH, FITNESS, NUTRITION, WELLNESS, AND TRANSPORTATION PROGRAMS



DRAFT

IN PROGRESS



UPDATE TO MEET CURRENT EARTHQUAKE AND FIRE SAFETY STANDARDS



FREQUENTLY ASKED QUESTIONS

- **Why build a new center/why can't Barrett just be renovated?**
  - ❑ Re-use of existing buildings was considered first, but Barrett's age, poor condition, inefficient layout, and security and functionality challenges led to a recommendation for new construction.
- **Why move the community center towards Ralston?**
  - ❑ During the master planning phase, multiple site plan options were analyzed by the community, City staff, and consultants. The preferred plan was selected for its strong building–park connections and synergies, improved community visibility and operational efficiency, minimized neighborhood noise and traffic impacts, added park enhancements, and elimination of temporary facility costs.
- **Timeline: How long will the project take to finish once the budget is approved?**
  - ❑ Schematic Design through Construction will take ~ 36-42 months.
- **Why did the project stop in 2019?**
  - ❑ After the 2019 Plan was completed, the community and City Council began preparing a funding strategy; however, progress was delayed by the Covid-19 pandemic.
- **How does the size of the proposed Belmont Community Center compare to the current building?**
  - ❑ The existing Barrett Center is a single-story, 16,370 sq. ft. facility. The new center is planned at 31,000–45,000 sq. ft. At full buildout with a gym and pool, it will be two stories: about 27,000 sq. ft. on the first floor and 18,000 sq. ft. on the second floor, totaling ~45,000 sq. ft.

FREQUENTLY ASKED QUESTIONS

- **How will the new center address current and future community needs, not just needs identified in 2019?**
  - ❑ The 2019 Master Plan program has been updated in 2025 to incorporate current best practices and trends in community and recreation centers, reflect updated demographic and community data, and align with today's community priorities, including multi-generational activities, childcare and after-school programs, sports courts and fields, and safe play areas for children.
- **How will the new center support walking and biking access?**
  - ❑ The site design will follow the City's Comprehensive Pedestrian and Bicycle Plan, ensuring safe pedestrian, bike, and vehicle circulation, along with dedicated bike parking and storage.
- **Would a ballot measure use a set fee or an assessed value for funding?**
  - ❑ Funding details, including whether to use a set fee or assessed value, have not yet been determined.
- **How would a potential pool operate, and would it be accessible?**
  - ❑ Decisions regarding pool operations—such as seasonal or year-round use and ADA accessibility—have not been made at this time.
- **Will current tenants have guaranteed dedicated spaces in the new center?**
  - ❑ Program and space planning to date has taken current tenants into consideration. However, the city has not made any final determination of space allocation/usage.

FREQUENTLY ASKED QUESTIONS

- **Will there be sufficient parking for a larger center with more gathering spaces?**
  - ❑ Proposed parking meets the City's parking requirements per the zoning code, follows best practices from other newer community facilities, increases parking by more than 80%, and includes overflow parking.
- **What will be the traffic impact?**
  - ❑ The current site plan, with access from both Ralston and Belburn, was reviewed by and incorporated input from traffic engineers. The design allows for internal site circulation, sufficient on-site parking, an on-site roundabout drop-off, and traffic calming measures.
- **What will be the noise impact from the sports field?**
  - ❑ The proposed plan places the field at the north side of the site, bordered by Belburn, the community garden, and two rows of parking. The field is not large enough to support multiple fields of play at once, and the City can schedule games at appropriate times to mitigate noise impacts on neighbors.
- **What would a resiliency center be used for? What room would it be in?**
  - ❑ A resiliency center serves multiple purposes, can be located in multiple spaces in the new center, and can include:
    - Emergency preparedness and response
    - Health and wellness
    - Social and community support
    - Education and training
    - Connectivity and technology
    - Partnerships and teaming

FREQUENTLY ASKED QUESTIONS

- **Will existing trees be preserved?**
  - ❑ The current site layout supports the retention of many of the existing trees since they are currently located on the perimeter of the site.
- **Will there be adequate space for dogs?**
  - ❑ Site amenities include a proposed ~8,000 sq. ft. dog park.
- **What will be the material of the sports fields?**
  - ❑ The field material has not been decided yet, and the final choice will include community input at the appropriate time.
- **How can engagement be more accessible?**
  - ❑ Future events/meetings can include Zoom access.
- **Visit www.belmont.gov/communitycenter to sign up to receive updates and see all presentations.**



STAFF REPORT

Meeting Date:	October 14, 2025
Agency:	City of Belmont City Council
Staff Contact:	Laura Russell, Deputy Community Development Director, lrussell@belmont.gov
Agenda Title:	Belmont Harbor Industrial Area (HIA) Specific Plan Update
Agenda Action:	Discussion & Direction

Recommendation

Receive an update on the Belmont Harbor Industrial Area (HIA) Specific Plan Project and provide feedback and direction on the proposed development standards and Harbor Blvd streetscape concept.

Strategic Focus Areas

Economic Development and Housing

Background

The City is currently engaged in the preparation of a specific plan for the Belmont Harbor Industrial Area (HIA). The 62.9-acre area is bounded by O'Neill Avenue and the existing city limits on the north, US 101 to the east, Belmont Creek, and the City of San Carlos to the South, and Old County Road and the existing City limits to the west.

The Harbor Industrial Area has been a commercial and industrial hub for the Belmont area for a century. The Specific Plan is not intended to significantly alter the fundamental purpose of the area but is instead intended to guide its future modernization. The HIA's commercial and industrial land use designations have been consistent across key policy documents for decades. The City's General Plan, Belmont Village Specific Plan, Climate Action Plan, and the County's General Plan and Comprehensive Airport Land Use Compatibility Plan confirm the emphasis on commercial and business-friendly land uses.

The HIA Specific Plan process commenced in early 2023, with data collection and development of a community engagement plan. Between May and November 2023, community engagement activities included six stakeholder meetings focused on property owners, businesses, and the Belmont Mobile Home Park; one virtual workshop; two online surveys; five pop-up events; one presentation to the Planning Commission; and one presentation to the City Council. In addition, the project was introduced at meetings of the Homeview and Sterling Downs Neighborhood Associations, Belmont Business Committee of the Chamber San Mateo County, and Harbor Industrial Area Business/Property Owner Group.

On January 23, 2024, the City Council affirmed a set of Guiding Principles for the plan, including local-serving neighborhoods, safety for all modes, green space, entrepreneurship, affordable housing, context-sensitive design, creek revitalization, meaningful engagement, and district connections. These principles provide the framework for policy development, shape responses to existing conditions, and guide ongoing community engagement.

Additionally, at the January 2024 meeting, the staff/consultant team presented the land use framework for the HIA for Council review. The framework included maintaining the mobile home park, allowing for limited residential zoning along Old County Road between O'Neill and Harbor, and with the remainder of the HIA zoned for industrial/commercial uses. The framework also included active ground floor uses along Harbor Boulevard to accommodate services and retail to serve the broader community.

Potential building height within the HIA is limited by the Airport Land Use Compatibility Plan (ALUCP) for the San Carlos Airport. In order to maintain safety for the airport, there are restrictions on height. In January 2024, the preliminary approach was to retain the current height limit of 65 feet, but to allow a discretionary process for seeking approval of additional height up to the maximum allowed by the ALUCP to be considered through a community benefit process.

The financial markets have seen significant changes since the Specific Plan was initiated. The associated volatility has underscored the need for flexibility in land use regulations since this is a long-range plan that is anticipating development over the next 30 years. As a result, the proposed approach to land use is to allow for a range of more intensive commercial/industrial development while continuing to support land uses that serve the local community, including commercial, services and recreation that benefit residents.

Discussion

On May 12, 2025, the City held a community workshop to provide an update on the HIA Specific Plan progress to date and receive feedback on the proposed development standards and public realm improvements. Approximately 40 people attended, including residents, property owners and business owners. The presentation covered:

- Guiding Principles
- Land Use Plan and Build Out
- Development Standards (Including Building Height and Setbacks)
- Plazas and Green Spaces
- Harbor Blvd Streetscape Concept
- Infrastructure
- Environmental Review
- Next Steps

After the presentation, participants had the opportunity to move through stations around the room with display boards and staff/consultants to receive their feedback. Attachment A includes a detailed summary of the public comments received. A common theme centered around concerns about the transition to residential areas and proposed height of buildings.

On August 2, 2025, the City hosted a community meeting specifically for residents of the Mobile Home Park, with approximately 15 attendees. Staff provided a presentation consistent with the May 12, 2025 community meeting, along with additional information regarding a potential future policy on relocation assistance for mobile home park residents.

During the discussion, residents shared feedback about maintaining appropriate transitions between their neighborhood and adjacent commercial development, as well as preserving existing tenant protections currently provided under County regulations, including rent control. A summary of the meeting, including questions and comments received, is provided in Attachment B.

Building on extensive community feedback and technical analysis, the staff and consultant team have refined the conceptual policies and are now seeking City Council direction to move forward with drafting the Specific Plan and advancing it to the next phase of review and public engagement.

Development Standards – Feedback Requested

The HIA provides an opportunity to bring investment and fiscal benefits to the City. To achieve that aim, it is important to encourage high-quality development at an intensity that will yield increased property taxes, sales taxes, and business license taxes. For that reason, the Specific Plan is proposed to include a community benefits structure that would create a base height limit as well as an optional, taller height limit through a community benefits process.

To ensure new development complements the surrounding residential neighborhood, the Specific Plan introduces residential transition areas adjacent to homes on O'Neill Avenue and Karen Road. These transition zones are intended to provide a gradual height transition, maintaining compatibility between existing residences and future development.

The consultant team conducted shadow studies and architectural modeling to evaluate the effects of different building heights and forms. Using the equinox as a standard reference point, staff reviewed how shadows would fall throughout the day and adjusted proposed building heights to minimize potential shading impacts on neighboring homes. Based on this analysis, building heights that would have cast shadows on the front yards of O'Neill Avenue homes on the equinox were removed. These refinements help balance the City's goals for economic development and neighborhood character preservation.

Attachment C includes graphics that illustrate the development standards presented to the community at the May and August meetings, and proposed revisions in response to community feedback. Significant concerns have been received on the residential transition areas, height and setbacks. In response to that feedback, staff/consultants have revised the proposed development standards, including the following:

- Increase setback on O'Neill Avenue from 15' to 25'
- Decrease the maximum height from 185' to 155'
- Increase the setback for the taller portions of new buildings along Karen Road, so existing homes would be further away from the taller heights

In response to community feedback, staff is also proposing an optional residential zone on the south side of O'Neill Avenue, across from the existing single-family homes. This option would allow applicants to develop residential uses within the first 90 feet of property fronting O'Neill, creating the potential for residential uses on both sides of the street and a more cohesive neighborhood edge. The 90-foot depth is designed to support townhouse-style development, consistent with the area's residential character, while being less suitable for larger multi-story, multi-family buildings. If the entire frontage were developed with townhouses, staff estimates a capacity of approximately 55 units; however, it is anticipated that actual buildout would be lower, as not all properties are expected to redevelop under this option.

Allowing for the possibility of townhome development along the O'Neill Avenue frontage responds to community feedback from residents who expressed a preference for residential uses rather than commercial development facing their homes. However, introducing new residential uses would require

vehicular access from O'Neill Avenue, which could result in increased local traffic and activity along the street.

By contrast, the Specific Plan requires that new development on Harbor Boulevard–fronting properties take sole access from Harbor Boulevard, with no driveways or access points from O'Neill Avenue, thereby limiting through traffic impacts on residential streets.

It should also be noted that any new residential development would be subject to applicable State housing laws, including the State Density Bonus Law, which allows for potential modifications to local development standards or increases in density under certain conditions. As such, while the proposed zoning provides a framework for neighborhood-compatible residential development, there remains some uncertainty regarding the ultimate form of future projects that may take advantage of these State provisions.

Harbor Blvd Streetscape Concept – Feedback Requested

The design for Harbor Blvd envisions a future time when a wide range of transportation modes will be accommodated, where pedestrians and bicyclists have dedicated space and semi-trucks will still have adequate lane widths and turning movements. Since development is expected to happen over a long timeframe – up to 30 years – the streetscape plan will likely be implemented in phases as development occurs and/or funding becomes available.

The streetscape plan in Attachment C incudes an initial striping plan as well as a full redevelopment plan. It is important to note that the proposed plan does not include a reduction of lanes, sometimes called a "road diet." The striping plan would be an initial step that would change the layout of the street while maintaining two travel lanes in each direction and the existing location of the curbs. On the north side of Harbor Blvd, on-street parking would be removed. On the south side of Harbor Blvd, the angled parking would be changed to parallel parking. These changes would allow for the creation of bike lanes on both sides of Harbor Blvd. A center median would be created through striping.

The full redevelopment plan shows the same street layout with the lanes and median in the same location. As new development occurs, segments of the street would be upgraded to the full redevelopment plan, including wider sidewalks, protected bike lanes (not immediately adjacent to traffic), and street trees. New development projects would be required to use some of their private property for the wider sidewalk. The center median would include trees if feasible; the design of the median would depend on the final configuration of development projects, considering the location of driveways and turning movements to accommodate semi-trucks.

Infrastructure Analysis - Update

The Specific Plan infrastructure analysis includes a range of technical studies to understand existing conditions, maintenance and improvements that may be needed over time, capacity at buildout, and costs associated with those things. The analysis covers stormwater (including potential flood improvements), sewer treatment systems and capacity, a water supply assessment, and transportation improvements for multi-modal access. These studies are all underway at this time and will be foundational to the sections of the Specific Plan related infrastructure, implementation and fiscal analysis.

Next Steps

Following City Council feedback on the proposed design standards and streetscape concepts outlined in this report and presentation, the staff and consultant team will begin drafting the Harbor Industrial Area (HIA) Specific Plan for public review. The Environmental Impact Report (EIR) is being prepared concurrently and will also be released for a public comment period.

Upcoming milestones will include opportunities for community input and public hearings before the Planning Commission and City Council on both the Draft Specific Plan and EIR. These discussions will help refine the plan to ensure it reflects community priorities and long-term City goals.

Additional information and project updates are available at www.belmonthiaplan.com.

Alternatives

1. Recommend alternative approaches to the proposed development standards or Harbor Blvd design

Attachments

A. May 12, 2025 Community Meeting Summary
B. August 2, 2025 Mobile Home Park Meeting Summary
C. Overview of Development Standards and Harbor Blvd Streetscape Plan

Fiscal Impact

☒ No Fiscal Impact	There is no direct fiscal impact related to this update. Development of the HIA Specific Plan is budgeted and accounted for in the General Plan Maintenance Fund.
☐ Funding Source Confirmed:	

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Posting of Agenda

* E-Notification of agendas; email notification to HIA Specific Plan interest list

May 12, 2025 - COMMUNITY MEETING

SUMMARY OF COMMENTS

Summary: Approximately 40 community members attended the May 12, 2025 Community Meeting for the Harbor Industrial Area (HIA) Specific Plan. The meeting took place in the Emergency Operations Center (EOC) on the second floor of Belmont City Hall at 1 Twin Pines Lane. It began with a presentation by Deputy Community Development Director Laura Russell, followed by opportunities for attendees to visit informational stations around the room and learn more about key components of the Specific Plan. Spanish translation services were available and utilized by several participants.

Many attendees raised concerns about the compatibility of proposed building heights—particularly in the community benefit bonus scenario—given the proximity to the single-family homes in the Homeview neighborhood. Several participants felt that the height comparisons provided were not reflective of the unique residential context adjacent to the plan area and requested increased setbacks and additional transition strategies.

Questions were also raised about the definition and distribution of "community benefits," with attendees seeking more clarity on how benefits would be directed to nearby neighborhoods. Parking emerged as a consistent concern, especially the potential for spillover into residential areas due to limited parking requirements in the plan. Additional feedback focused on infrastructure capacity, site coordination, and the desire for more residential and affordable housing.

Verbatim comments received on the meeting boards with the project team:

<u>Building Heights:</u>

- Too tall on O'Neill next to single family home(s)
- Needs greater setbacks (+30') & larger transition areas (grassy areas)

- Bonus height is too tall along O'Neill even with suggested 120' setback
- Show how views will be impacted by homes on the other side of El Camino
- All of the comp buildings are in much more commercial areas, not right next to single family quiet neighborhood
- Pretty tall with community benefits
- 185' height is massive compared with everything surrounding the HIA! How do we ensure base height?
- 15' is not nearly big enough of a setback on O'Neill St
    - The height is too high and it will have a negative impact on the nearby neighborhood
    - This will devalue homes and I don't want to live in a business park
- Community Benefits:
    - Community Benefits should fund things locally, like a bike/pedestrian underpass at the Caltrain tracks – not just fund the Belmont Community Center that are far away. Or fund true bike lanes through the Ralston Corridor so people in eastern Belmont can get to Barrett.

Transition Zones: O'Neill

- Since no parking is required, [the City] must implement a system to ensure we don't have crammed residential streets with tenant employee parking!
- Account for light pollution impacting homes at night
- Please prepare "view" studies from the house to the buildings and vice versa
- Please prepare shadow study diagrams
- Light pollution – can commercial buildings that front residential be required to turn off their lights at night?
- Huge difference in heights (house vs building). Increase the setback and/or reduce max. Height
- Community benefits should help benefit adjacent neighborhoods

- Would prefer to have 2-3 story housing along O'Neill. This would be more compatible with the existing single-family neighborhood
- Community benefits should benefit the surrounding/impacted neighborhood:
    - Green space along O'Neill
    - Equitable benefit to those whose immediate neighborhood is impacted
- 15' is not a large enough setback

Transition Zones: Karen Rd.

- We need parking guidelines or some way to limit parking in Homeview
- Gate stops traffic from Karen to O'Neill. Will this stay closed?
- There is a gate on Karen & O'Neill. Can we close this off/limit traffic to O'Neill St.?
- Put speed bumps on O'Neill

Green Spaces & Plazas

- Don't lose the Quonset huts! Build them into a design concept?
- Plazas that "belong" to a commercial building need to be clearly marked as "Open to the public" or else they are not a public benefit people will use
- People will not know that plazas around commercial buildings are open to the public unless clear signage is required (similar to "Public Shoreline" signs)

Land Use

- We need parking facilities (e.g. a garage) to accommodate visitors. I don't see one in any of the plans.
- Too disjointed and unlikely to come to fruition when it is not coordinated in a central way. This is just building codes.
- Would really like to see more areas for housing, in particular very-low-income affordable housing

- Consider adding use categories shared with the City (i.e. EV charging stations, fleet parking & advanced manufacturing)
- Having parking managed by individual parcels is a recipe for disaster
- This is too big of a redevelopment
- There is not enough infrastructure to support this and not enough space
- (The land use framework) is too fragmented and piecemeal. Having been here for over 30 years I can see how this is going to die the same death as what was supposed to happen around Safeway decades ago. Depending on private landowners to come to a thoughtful approach is short sighted. Have you surveyed the property owners to see if they are working to sell?
- Wish we could have more residential zoning (mixed use).
- Will alcohol production be allowed? Right now, breweries are allowed in the HIA but not in HIA City limits. Please allow existing microbreweries + distilleries/wineries to stay.

Streetscape Concept

- Parking is a major issue; there is just not enough parking.
- Is the City considering undergrounding the overhead wires?
- Where will the bus stops be located along Harbor? Has this been factored into the streetscape plan?
- Is there a ROW take from the existing property lines in order to accommodate these streetscape plans?
- Has the Beam Reach TIA been factored into the streetscape plans or transportation plans at large?
- 15 feet is not enough space and it is not enough green space
- Why are you having wider sidewalks for Harbor when no one will want to walk there since it won't be a gathering spot like Laurel in San Carlos or Burlingame Ave.? The mixed/use and retail/residential is too small an area to justify thinking the entire HIA will be revitalized
- Recommend that the City consider flexibility with parking standards, specifically the opportunity to lease available parking space to neighboring businesses.

- "Safety for all modes" requires protected bike lanes. Which means less parking on the curb. Please make Old County Road a true bike boulevard with Class IV (physically protected) lanes. Ditto for O'Neill Ave., which would help slow/calm traffic there. Bike safety should be prioritized over car parking.
- Require all development to include areas for delivery vehicles (e.g. Amazon) so they don't have to park in the bike lanes. It's dangerous

Other topics not directly addressed on the presentation boards:

Parking (pulls comments from the boards on parking issues)

- Since no parking is required [along O'Neill, the City] must implement a system to ensure we don't have crammed residential streets with tenant employee parking!
- We need parking guidelines or some way to limit parking in Homeview
- We need parking facilities (e.g. a garage) to accommodate visitors. I don't see one in any of the plans.
- Consider adding use categories shared with the City (i.e. EV charging stations, fleet parking & advanced manufacturing)
- Having parking managed by individual parcels is a recipe for disaster
- Parking is a major issue; there is just not enough parking.
- The City consider flexibility with parking standards, specifically the opportunity to lease available parking space to neighboring businesses.

Attachment: Emails

Outlook

Feedback on the HIA Redevelopment Development Standards

From Jen McBride [redacted] >
Date Tue 5/20/2025 4:32 PM
To Planning Comm <PlanningComm@belmont.gov>; City Council <CityCouncil@belmont.gov>; HIA Plan <HIAPlan@belmont.gov>

Some people who received this message don't often get email from jennifer.k.mcbride@gmail.com. Learn why this is important

Hello members of the City Council and Planning Commission,

I am a longtime resident of the Homeview neighborhood, so I was glad to have attended the city meeting on 5/12 during which the City shared an update on their vision of future redevelopment of the Harbor Industrial Area ("HIA"), including a review of their proposed street design and draft development standards for new buildings. I also appreciated the time for discussion and feedback after the presentation. I came away from the meeting with several comments, concerns, and questions about the City's plans, which I have outlined below. I appreciate your thoughtful consideration and look forward to your response.

Thank you,
Jen McBride
[redacted]

Bonus Case Maximum Building Height of 185':
While the City presented a "Base Case" scenario and its accompanying standards, much more time was spent discussing the "Bonus Case with Community Benefits" scenario. As such, I have comments on this proposed 185' height.

- It is worth noting that the Bonus Case building height maximum of 185' feet is significantly taller than any other structures in this area, including all of the new biotech structures along 101 and Industrial in San Carlos.
- Comparable buildings were shown for height comparison purposes (photos at end of this doc). However, with the exception of one proposed 405 Harbor Blvd building in the HIA, none of these comparable buildings are located in similar neighborhoods or located anywhere near as close to an established single family home neighborhood as the proposed allowable biotech building in the HIA. Additionally, almost none of these comparable buildings are close in height to the proposed 185' max height.
    - The Oracle buildings were used to show scale for the Bonus Case max height proposal of 185', but there is a wide Belmont Slough bordering most of the Oracle campus, and the closest residences are at **least 900 feet** away from the tall Oracle buildings. For this HIA project, the 185' max height portion of any future structures would be, at most, a few hundred feet away from the residential neighborhood. A quick look at Google Maps satellite view makes this distinction even more clear. Thus, the building heights for a

campus as large and with as much bordering land as Oracle's (including large parking lot and shorter parking structures) should not be comparable to the HIA redevelopment area which is situated much closer to an existing residential neighborhood. In short, a building with comparable height to one in the Oracle campus feels inappropriate for this neighborhood.
    - The Foster City Metro building, also shown for comparison, is nowhere near any residential SFH neighborhoods; the closest SFH is over 1,500 feet away. The only housing near this structure is multifamily housing that appears to have been constructed as part of the redevelopment of that area. In short, the Metro Building wasn't just plopped into an existing residential area as is proposed by the City for the HIA site.
    - The other buildings provided for height comparison purposes, 300 Airport Blvd building and 580 Dubuque, are both situated **across 101** from any residential neighborhoods.
- The fact that none of the comparable buildings the City presented for height comparison purposes are located as closely to an existing residential neighborhood as the HIA should indicate that a proposed Bonus Case height is inappropriately tall for this area.

Building Setback on Oneill:

- Any future biotech/office structure at that site should have a much greater setback than the 15' listed in the proposal; something closer to 50' is more appropriate.
    - For context, for the buildings that were provided in the City's 5/12 presentation as height comparables, it is worth mentioning again that none of these were situated so closely to an existing residential neighborhood with single family homes and mobile homes. Adding a commercial building of any appreciable height and with such volume as proposed should merit a larger separation from the established Homeview neighborhood.
    - Also, it is hard to understand why any future biotech/office structure at that site would have a setback that is equal to, or less than, all of our Homeview residential homes' setback requirements of 15'.

Traffic/Parking for the HIA redevelopment:
It was stated at the 5/12 meeting that there will be **no parking requirement** for any future biotech/office building on the site, citing that it is illegal (?).

- With this in mind, how does the City envision the tenants/employees at a future biotech building accessing the site if approaching from 101-S (since there is no access to Harbor Blvd. directly from 101)?
    - There is a major valid concern that these tenants/employees will use the already-congested Ralston exit and then utilize the Homeview neighborhood as a daily parking lot. Homeview is a residential neighborhood and should not be used as de-facto parking for a large biotech building. How will the City ensure this isn't the case?
- The City has stated there will be no vehicular access to the HIA from Oneill or through the Homeview residential neighborhood (aside from emergency vehicles ONLY). Can the City guarantee this will be the case? And please confirm this means no corporate deliveries/trucks should be allowed to access the HIA via Oneill either.

Community Benefits associated with Bonus Case scenario:

- It was very clear that “Community Benefits” is an extremely general term that allows the City a lot of leeway in terms of what is deemed a “community benefit.” The residents of Homeview will be impacted significantly no matter how HIA is developed, but if there is a Bonus Case scenario development, how does the City plan on ensuring Homeview residents receive their “fair share” of these community benefits?

Lights/Light Pollution:

- Can the City please provide the shadow studies, referenced in the 5/12/25 meeting, that were done that helped it determine a possible “acceptable” Bonus Case max building height of 185’?
- Aside from blocking the sky/sunlight/view, for any future multi-story biotech development, there is major concern about nighttime light pollution emanating from the HIA. Specifically, office/biotech tenants tend to leave their indoor lights overnight, **every night, 365 days a year**. What sort of restrictions can be put in place to ensure there isn't a glut of light pollution (and subsequent waste of energy) every day of the year?

Infrastructure:

- Considering any redevelopment to this area of any structures larger than the current buildings will significantly impact/tax the City’s infrastructure (sewer, utilities, etc.), what sorts of requirements will be made of future developers to ensure this doesn’t negatively impact the nearby neighborhoods?

Future Biotech Site:
The City has referred to the future development at the HIA just south of Oneill as a future biotech building site.

- Which type of buildings would be allowed here? If it will be biotech usage as mentioned, what sort of laboratories, etc.? There is obviously a concern for safety/exposure for any residents living in such close proximity to a biotech building.

Outlook

Feedback on Proposed Belmont Industrial Area Plan

From Jill Elkington <[redacted]>
Date Wed 5/28/2025 8:09 PM
To Planning Comm <PlanningComm@belmont.gov>; City Council <CityCouncil@belmont.gov>; HIA Plan <HIAPlan@belmont.gov>

Some people who received this message don't often get email from jillsturgis@gmail.com. Learn why this is important

To whom it may concern:

I'm writing as a resident of O'Neill Street to express my strong concerns about the Belmont Industrial Area plan. I attended the meeting earlier this month and wanted to share in writing my specific feedback, some proposed solutions and additional questions.

1. Building Height & Scale
A 185-foot building is entirely out of scale for this area, especially adjacent to a residential neighborhood.The base project height of 65 feet is far more appropriate and in keeping with the surrounding community.

2. Privacy & Line of Sight
As someone who lives directly on O'Neill Street, I'm particularly concerned about privacy. The proposed height raises questions about the line of sight into neighboring yards—including ours, where our children play. What measures are being taken to address residents' expectations of privacy from upper floors?

3. Inadequate Easement
A 15-foot easement is insufficient for a project of this scale. A wider buffer—at least 75 feet—would be more appropriate to create separation between the building and the residential properties and to soften the visual and physical impact of the structure.

4. Parking Plan
Based on what was shared during the community meeting, it appears there is no parking requirement due to the site's proximity to Caltrain. This is deeply concerning. Without adequate onsite parking, overflow will spill into nearby residential streets, causing blocked driveways and limiting parking for residents and guests. What is the parking plan, and how will the city ensure our streets are not overwhelmed?

5. Traffic & Safety Impacts
Has a traffic impact study been conducted? Streets like Elmer, O'Neill, and Karen are already narrow and residential in nature. An influx of vehicles from a large commercial project would significantly affect safety and accessibility.

5a. Additionally, I strongly recommend new signage at the intersection of Ralston Avenue and the residential streets (e.g., Granada, Hiller) to clearly indicate that these streets are dead-end,

reducing confusion and unnecessary cut-through traffic.

6. Entry Points & Neighborhood Traffic Flow

Where will the building's entry points be located? We should restrict access from O'Neill Street entirely. This would help reduce cut-through traffic and preserve the residential character and safety of the neighborhood. The current gate at O'Neill and Karen, which is closed during rush hour, should remain permanently closed for the same reason.

7. Light Pollution

Many commercial buildings remain lit overnight. Our bedrooms face O'Neill Street, and we are concerned about potential light pollution disrupting our home and sleep. What mitigations will be implemented to ensure nighttime lighting does not spill into nearby homes?

Open Operational Questions

1. What is the approval process and what groups are involved?
2. When is the next meeting for residents to provide feedback?

I would love the opportunity to discuss in more detail if possible. I am available at [redacted]

-Jill

Outlook

Feedback on Proposed Development-O'Neill Street Resident

From Taylor & Jill Elkington [redacted]
Date Wed 6/18/2025 8:26 AM
To Planning Comm <PlanningComm@belmont.gov>; City Council <CityCouncil@belmont.gov>; HIA Plan <HIAPlan@belmont.gov>

Some people who received this message don't often get email from jtayelkington@gmail.com. Learn why this is important

Dear Belmont City Council and Belmont Planning Committee,

I am a resident of O'Neill Street and have been a Homeview resident since 2019. I have major concerns regarding the proposed commercial development near our neighborhood. The proposed building height of 185 feet is far too tall for a residential-adjacent area and completely out of scale with the surrounding community. A structure of that magnitude will significantly impact neighborhood character and should be limited to the base height of 65 feet, which is more in line with existing development. Additionally, at that height, privacy becomes a serious issue—residents like myself, whose yards and homes face the site, are concerned about upper-floor visibility directly into our yards and living spaces.

Equally troubling is the apparent lack of parking requirements due to the site's proximity to Caltrain. Without sufficient onsite parking, we are likely to see overflow into surrounding residential streets, which are already limited in space. This could result in blocked driveways and make parking difficult for residents and their guests. What concrete plans are in place to ensure this will not happen?

Lastly, traffic flow and neighborhood safety need to be prioritized. Streets like O'Neill, Karen, and Elmer are narrow and were not designed to absorb the volume of traffic that would come with a large commercial building. Has a full traffic impact study been conducted? Entry points to the building should be carefully planned. We strongly urge the city to prohibit any entry from O'Neill Street and to keep the existing gate at O'Neill and Karen permanently closed to preserve residential safety and quality of life.

Thank you for considering this feedback. I appreciate the city's engagement and hope these concerns will be taken seriously as planning moves forward.

Sincerely,

Taylor Elkington

Outlook

HIA plan feedback

From Alfredo Mendoza [redacted]
Date Tue 7/15/2025 11:09 AM
To Planning Comm <PlanningComm@belmont.gov>; City Council <CityCouncil@belmont.gov>; HIA Plan <HIAPlan@belmont.gov>

Some people who received this message don't often get email from alfredosellshomes@gmail.com. Learn why this is important

Can you update me on the latest developments on

Building height
Privacy and Line of Sight
Setback decisions
Entry Point to new build NOT to include Oneill

A large building with a small or no setback will cause the building to loom over us, will also affect morning sunlight, and neighbors are concerned.

Thank you for any updates you can provide

Alfredo Mendoza
(Homeview Resident)
Keller Williams Advisors
CA Lic #01926782
cell/text [redacted]
email: [redacted]

Referrals are the lifeblood of my business. Your referral means everything to me.

Outlook

Weds Jun 3 SDNA Meeting

From Cari Pang Chen <[redacted]
Date Wed 5/28/2025 12:11 AM
To HIA Plan <HIAPlan@belmont.gov>

You don't often get email from caripangchen@gmail.com. Learn why this is important

Hi Kevin,

For our next Sterling Downs / Homeview and District 1 neighborhood meeting on June 3, we'd like to discuss plans for the Harbor Industrial Area.

Would you or someone else involved in the planning process be able to meet with neighbors to provide more info about the plan?

aloa,
cari

Outlook

Harbor Industrial Area (HIA) redevelopment plan

From Candace & Alan Droutsas [redacted]
Date Mon 5/26/2025 5:26 PM
To Planning Comm <PlanningComm@belmont.gov>; City Council <CityCouncil@belmont.gov>; HIA Plan <HIAPlan@belmont.gov>

Some people who received this message don't often get email from candace.alan@gmail.com. Learn why this is important

May 26, 2025

To Whom It May Concern,

We are writing to express serious concerns about the Harbor Industrial Area (HIA) redevelopment plan.

A 145'-tall building is significantly taller than any nearby structures, including newer biotech developments along 101 and Industrial in San Carlos. Comparable buildings cited by the City are not situated near established single-family home (SFH) neighborhoods. For example, the Oracle campus is buffered by Belmont Slough and is 900+ feet from the nearest residences. In contrast, the proposed HIA structure would be only a few hundred feet from the Homeview neighborhood, including our house. We strenuously hope that no options of this size structure are considered or allowed via zoning here.

Similarly, other buildings cited (Foster City Metro, 300 Airport Blvd, and 580 Dubuque) are not relevant examples of similar height spaces. The Metro building is over 1,500 feet from any single family housing (SFH), and the rest are across major highways from residential areas. These comparisons are not appropriate as both the buildings and related foot and vehicle traffic are not nearly as invasive due to the appropriate distances from residents. Using them to justify a building of such height near Homeview is misleading. Where are the buildings in San Carlos cited on Industrial Ave right across the street from homes? This is a very similar scenario with buildings only 4-5 stories in height.

We also seek clarification on how "community benefits" will be defined and allocated. Given the direct impact to Homeview, how will residents be guaranteed a fair share of any associated benefits? Considering this is the big carrot they are dangling out for Belmont to accept this type of development, we as citizens need to understand what that means and how it will be equitably and fairly accounted for.

Lastly, please provide the referenced shadow studies and clarify what measures will be taken to prevent excessive nighttime light pollution and strain on local infrastructure. If the site is intended for biotech use, please outline the specific types of facilities and safety protocols involved.

Thank you for your attention to these pressing concerns.

Sincerely,
Candace and Alan Droutsas
20 year Homeview residents - [redacted]

August 2, 2025 - COMMUNITY MEETING

SUMMARY OF COMMENTS

Summary: Approximately 15 community members attended the August 2, 2025 Community Meeting held with residents of the Harbor Village Mobile Home Park to discuss the Harbor Industrial Area (HIA) Specific Plan. The meeting took place at Alpha Acid Brewing Company, a business located within the HIA. It followed a community meeting format that included a presentation by Deputy Community Development Director Laura Russell, followed by a question-and-answer session that allowed participants to speak directly with City staff, the project team, and a San Mateo County representative. Spanish translation services were available and utilized by several participants.

Residents shared questions and concerns related to future development adjacent to the mobile home park, potential annexation into the City of Belmont, and ongoing flooding and environmental conditions affecting the park. Key themes included the desire to retain rent control protections that are currently provided under the County of San Mateo, concerns about flooding and drainage impacts, interest in maintaining existing neighborhood boundaries (including the fence separating Karen Road and O'Neill Avenue), and apprehension about the visual and social impacts of taller buildings nearby.

Several residents emphasized the importance of being treated respectfully by future developers, contractors, and visitors to the HIA, and requested that the City provide clearer information on how resident protections and environmental safety will be ensured as planning efforts advance.

Comments and Questions

Housing and Tenant Protections:

- Residents requested assurances that rent control protections will remain in place if the mobile home park is annexed into the City.
- Several attendees expressed concern about being displaced and emphasized that they do not wish to leave their homes.

Flooding, Drainage, and Environmental Conditions:

- Residents described persistent flooding issues and asked how new developments would address stormwater management.
- Concerns were raised about groundwater contamination around the mobile home park and requests were made for cleanup and monitoring.
- Attendees asked whether Caltrans water runoff from the freeway would be mitigated as part of future infrastructure improvements.
- Some participants asked how the City is incorporating sea level rise into its planning efforts.

Infrastructure and Circulation

- Residents noted speeding vehicles exiting the freeway near Karen Road and requested traffic calming measures.
- Maintenance concerns were raised about debris and litter accumulation along O'Neill Avenue.
- Several residents asked whether the fence between Karen Road and O'Neill Avenue will remain, expressing a strong preference that it stay in place to preserve neighborhood safety and privacy.

Design and Neighborhood Compatibility

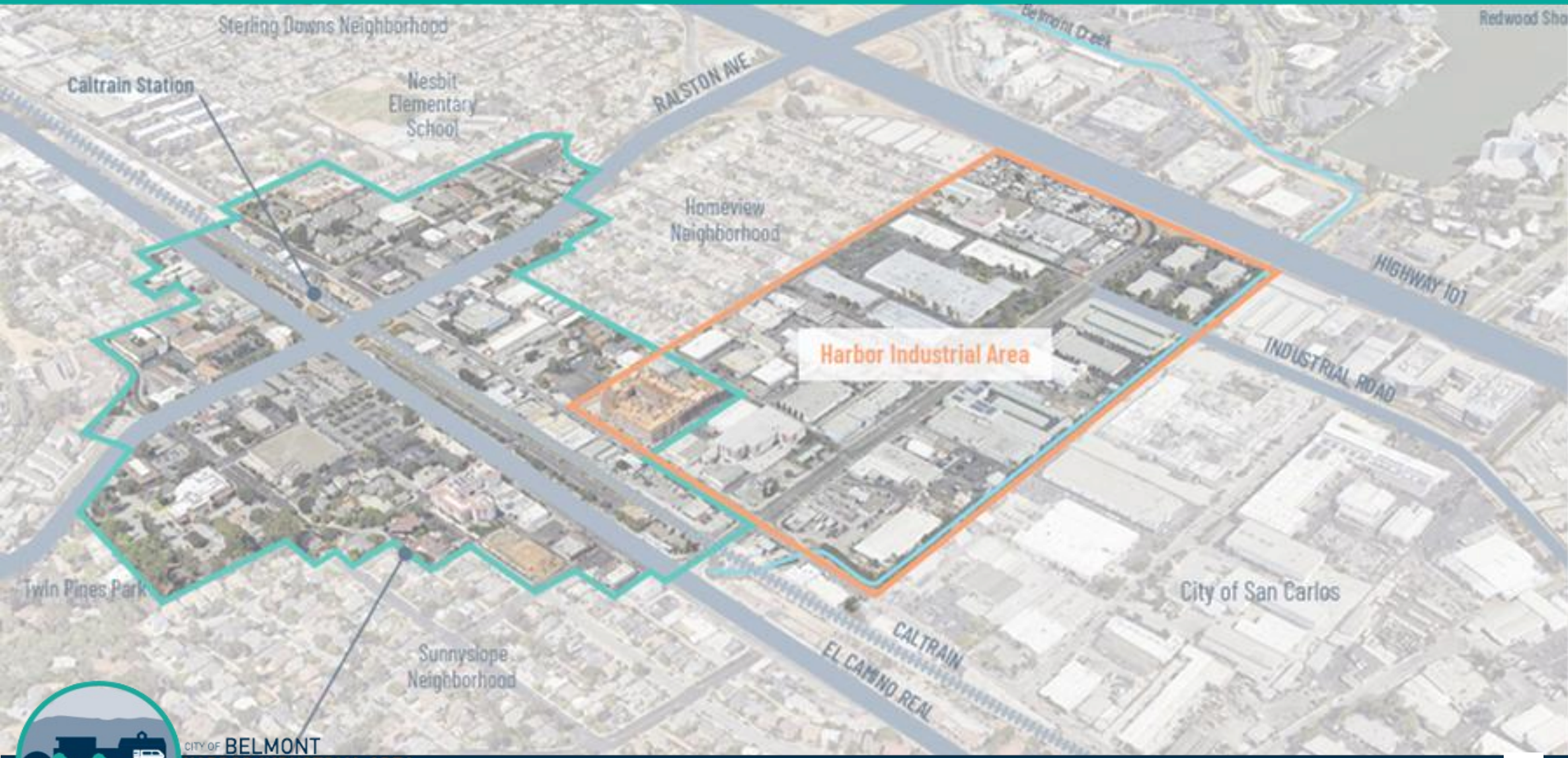
- Residents asked how tall the proposed buildings would appear in terms of number of stories and requested visual comparisons to help them better understand the scale of both the building heights and the setbacks.
- Some expressed worry that taller buildings nearby could make residents feel watched or judged, reducing their sense of comfort and freedom within the park.

Community Health, Safety, and Respect

- Residents voiced concern about trash and odors from nearby businesses, specifically dumpsters left open behind El Metate.
- Some participants noted that the removal of fencing around parts of the park has led to new safety and security concerns.
- Several attendees emphasized the importance of ensuring that future developers, workers, and visitors treat residents respectfully and that the City play an active role in setting expectations for neighborly conduct.

Overview of Development Standards

Attachment C



CITY OF BELMONT
HARBOR INDUSTRIAL AREA
SPECIFIC PLAN

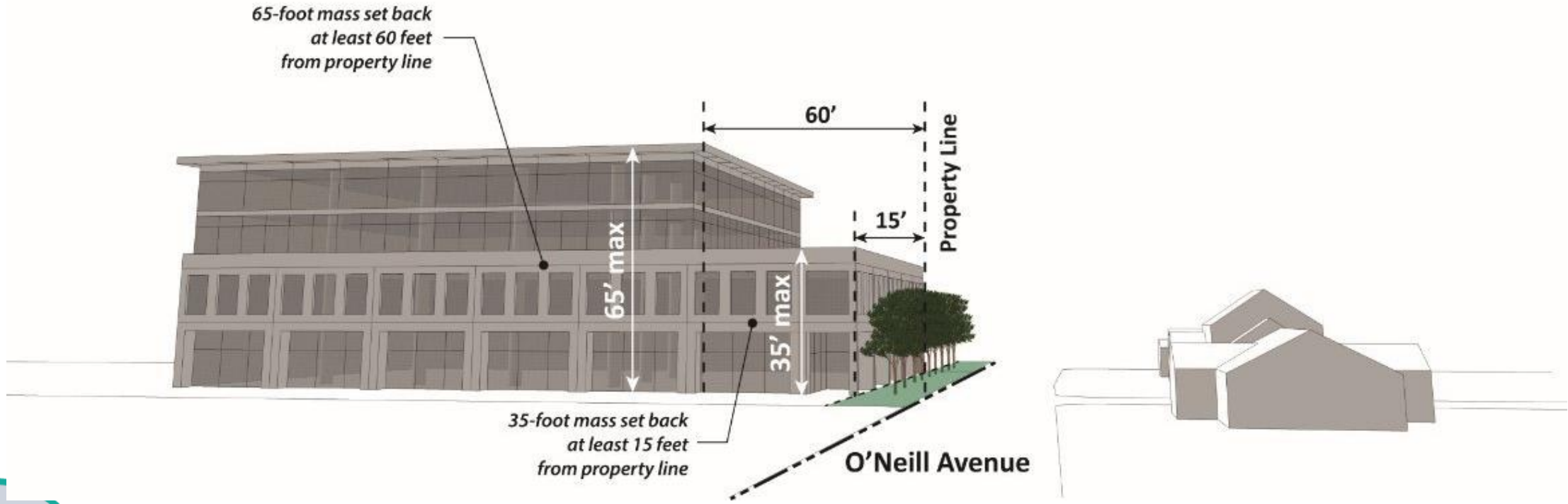
RESIDENTIAL TRANSITION AREAS



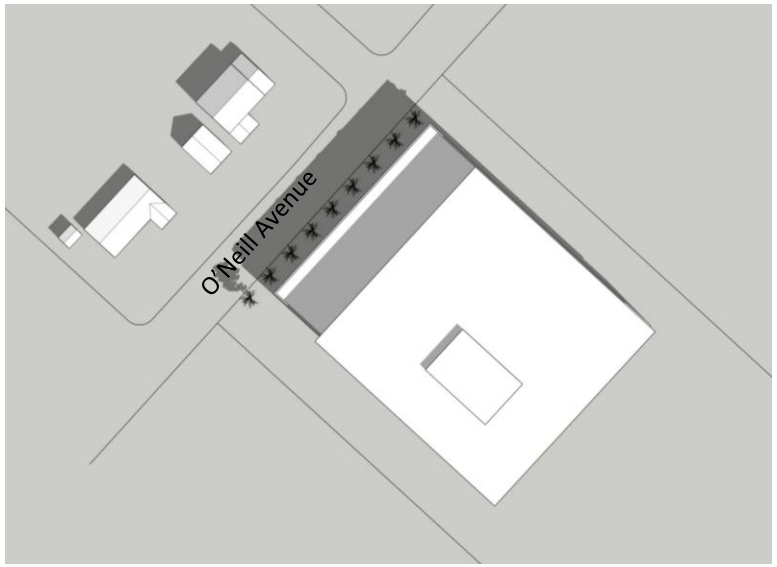
O'NEILL AVENUE RESIDENTIAL TRANSITION AREA – ORIGINAL PROPOSAL

Base Height

Height and Setback Zones designed to reduce visual impacts and shadows on adjacent homes

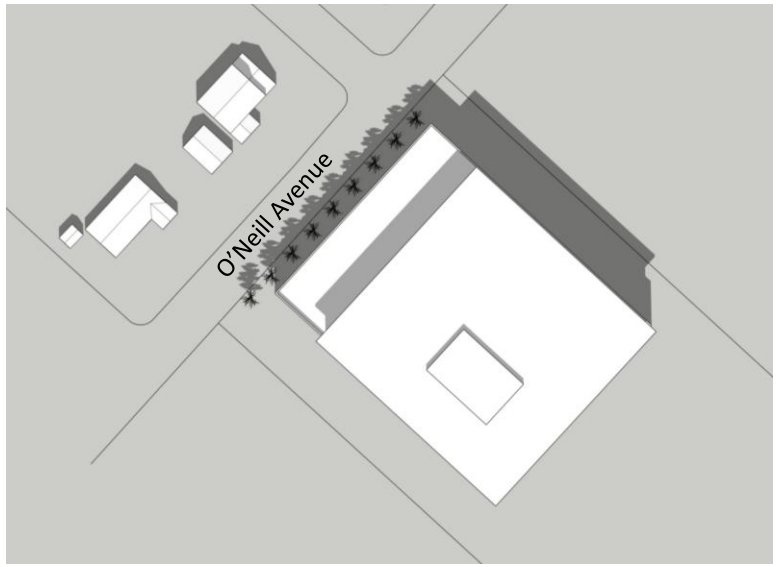


SHADOW STUDIES - ORIGINAL PROPOSAL

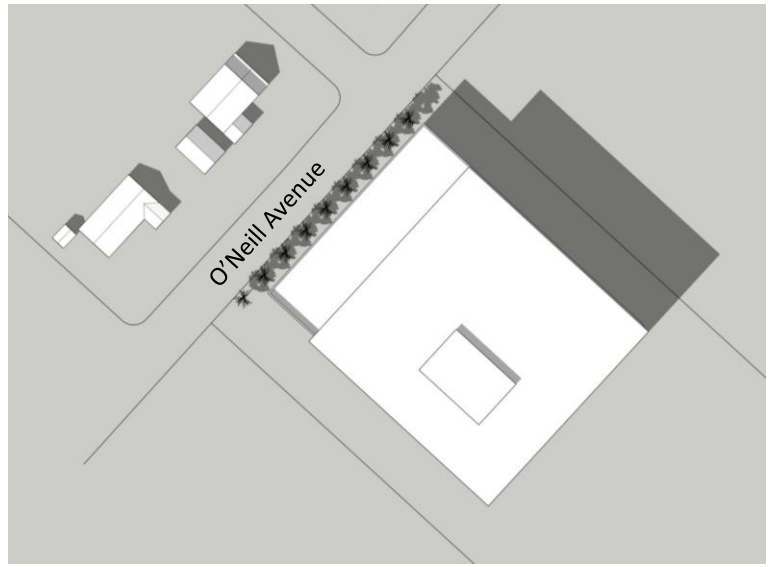


Equinox 10:00 am

Greatest Shadow Impact

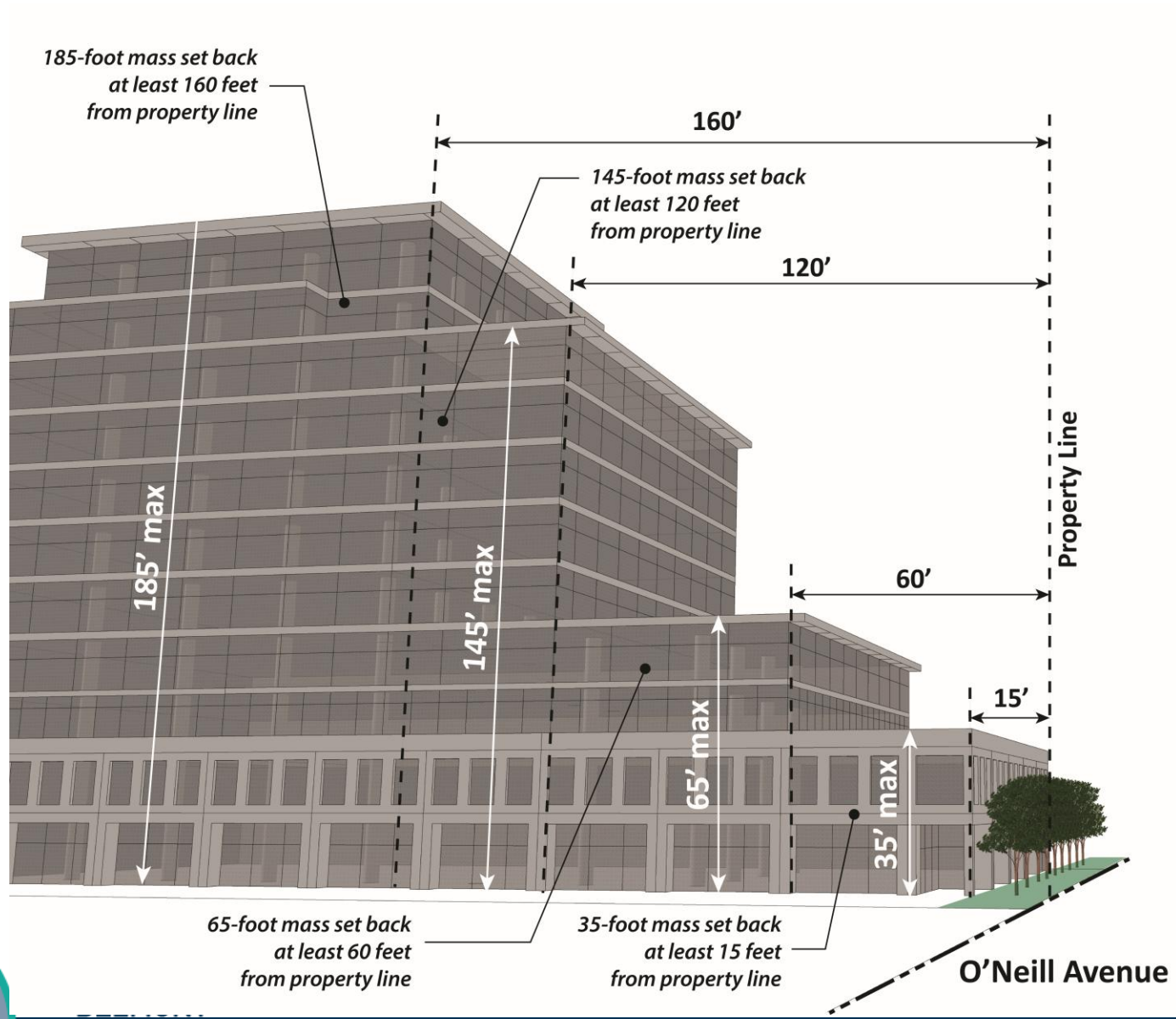


Equinox 12 noon



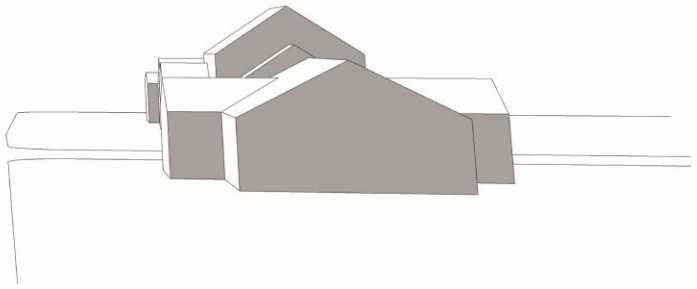
Equinox 2:00 pm

O'NEILL AVENUE RESIDENTIAL TRANSITION AREA – ORIGINAL PROPOSAL

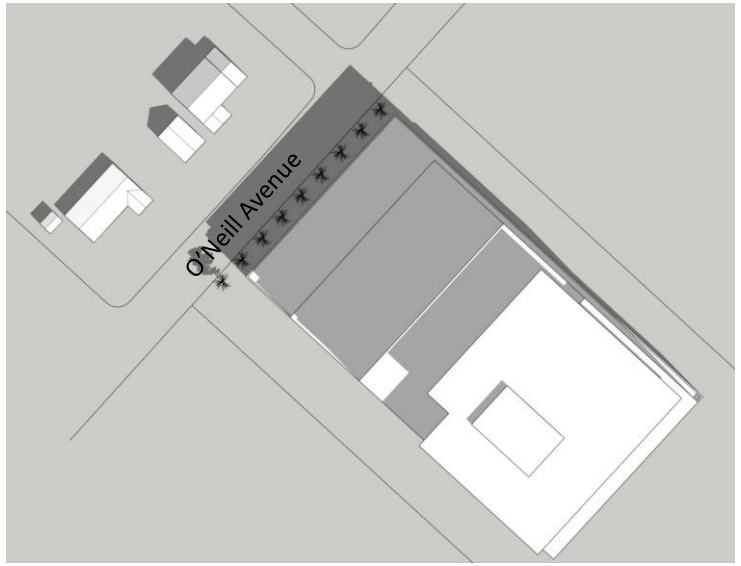


Bonus Height

With Community Benefits

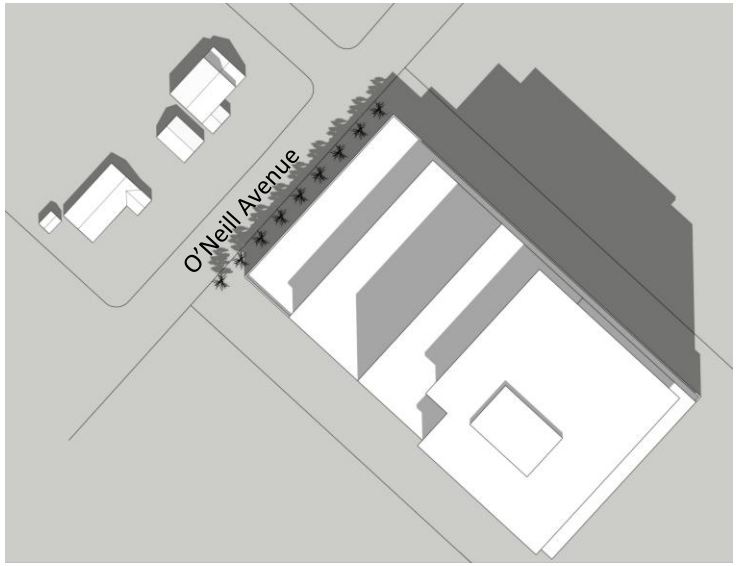


SHADOW STUDIES - ORIGINAL PROPOSAL

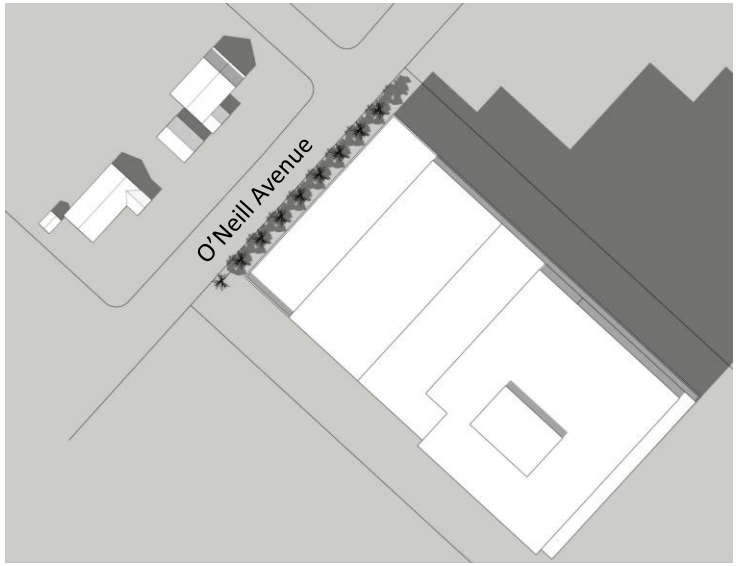


Equinox 10:00 am

Greatest Shadow Impact



Equinox 12 noon

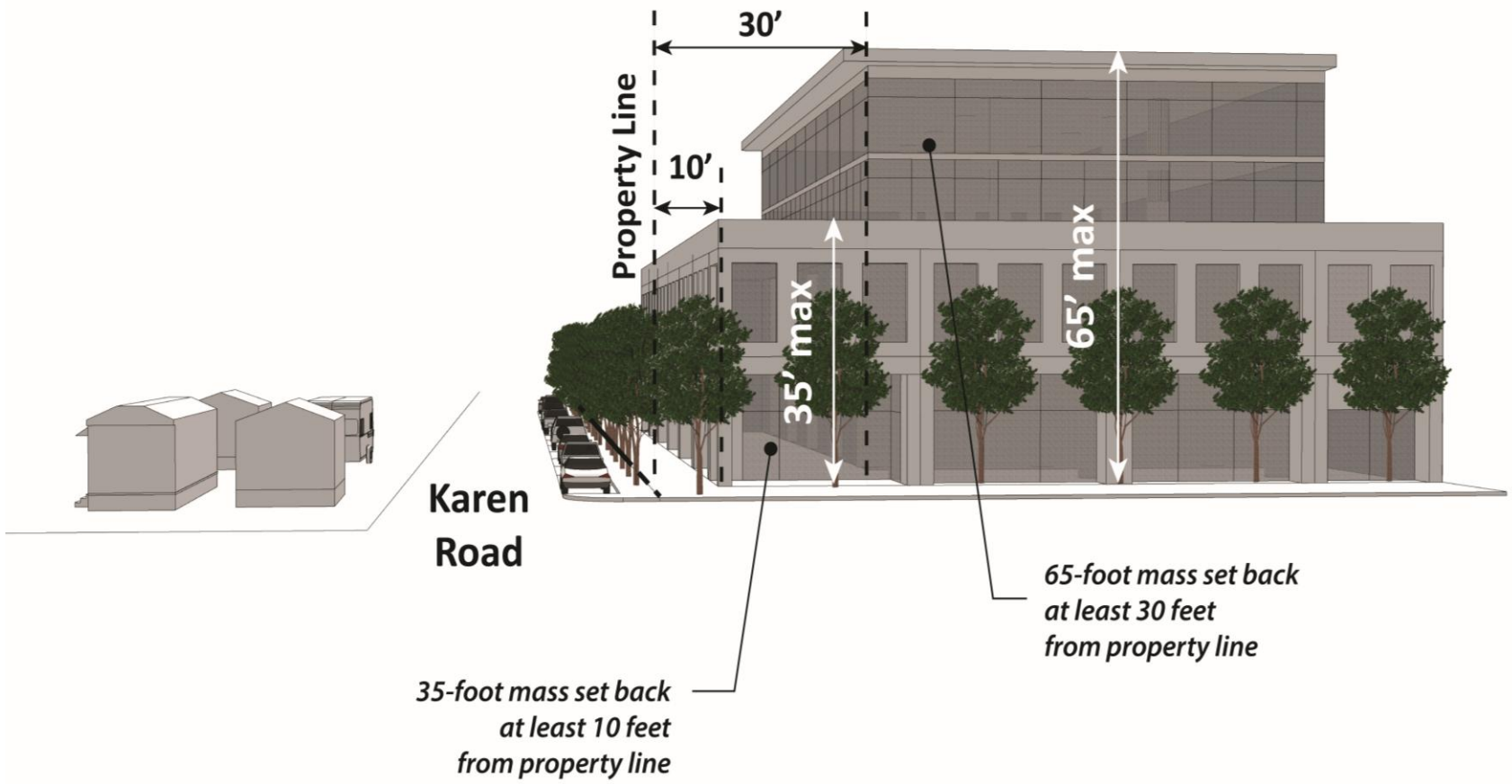


Equinox 2:00 pm

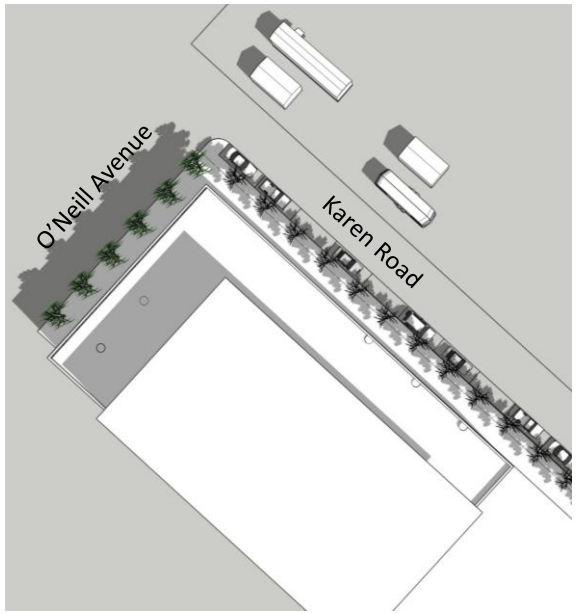
KAREN ROAD RESIDENTIAL TRANSITION AREA – ORIGINAL PROPOSAL

Base Height

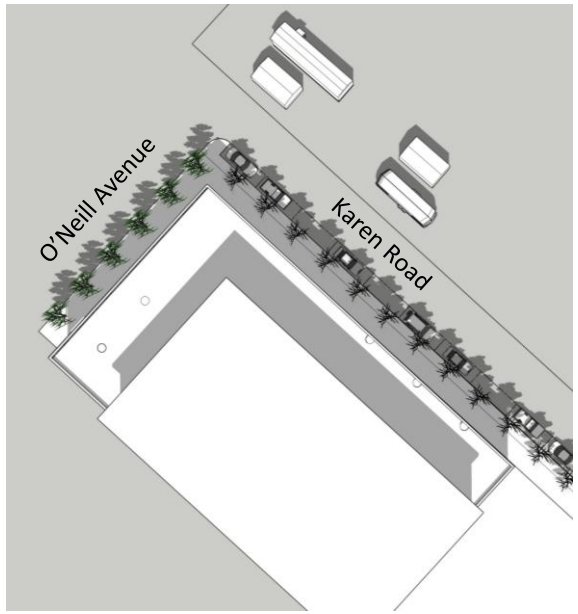
Height and Setback Zones designed to reduce visual impacts and shadows on adjacent homes



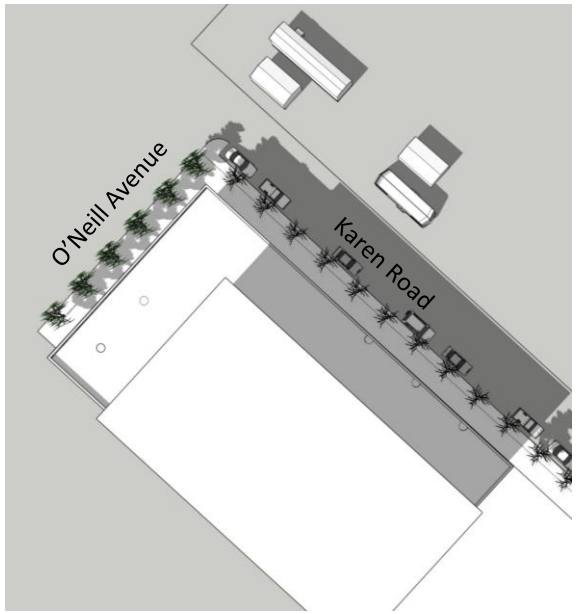
SHADOW STUDIES - ORIGINAL PROPOSAL



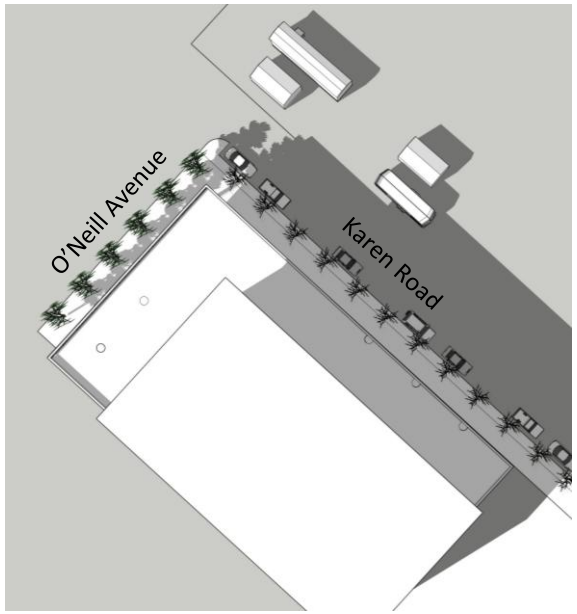
Equinox 10:00 am



Equinox 12 noon



Equinox 2:00 pm



Equinox 3:00 pm

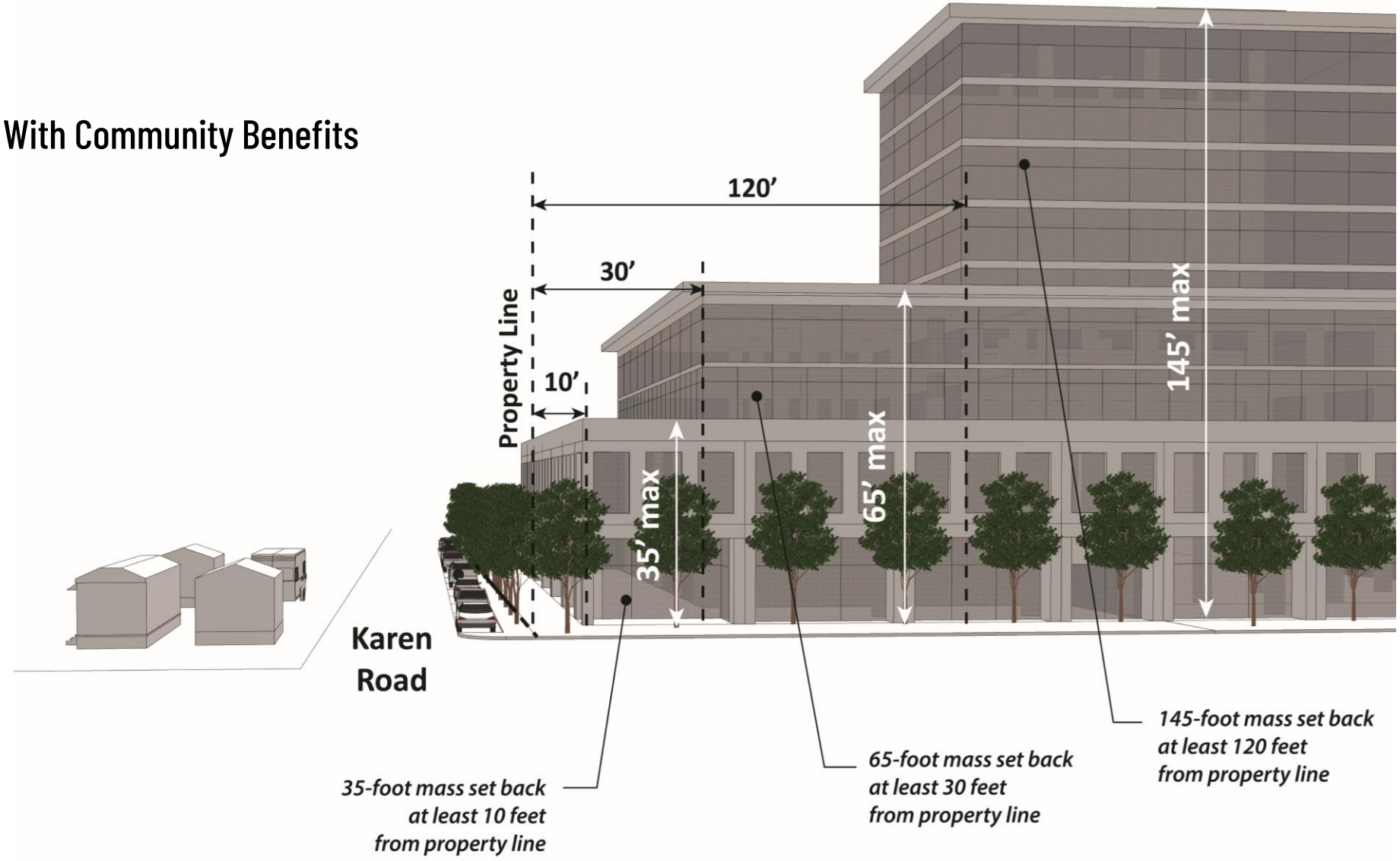
Greatest Shadow Impact

Late Afternoon

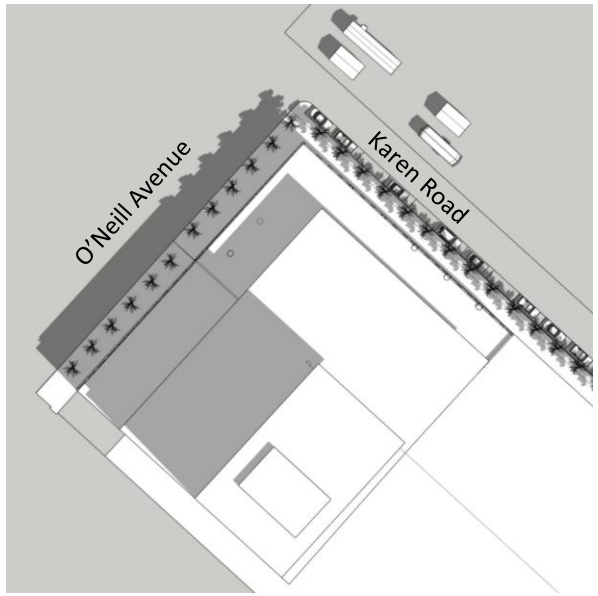
KAREN ROAD RESIDENTIAL TRANSITION AREA – ORIGINAL PROPOSAL

Bonus Height

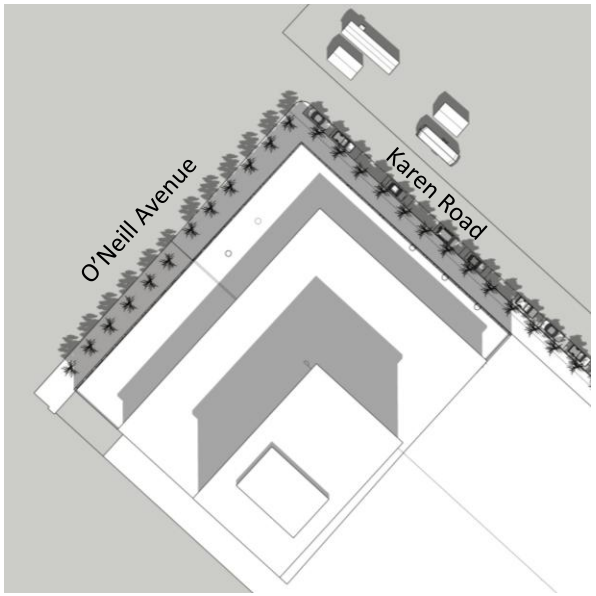
With Community Benefits



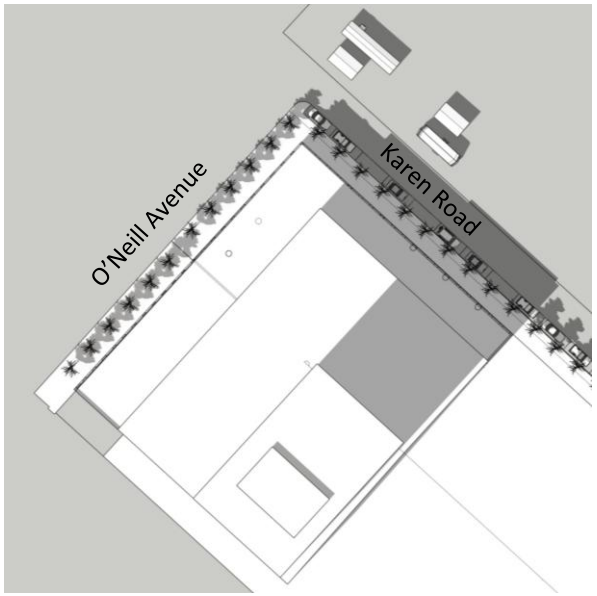
SHADOW STUDIES - ORIGINAL PROPOSAL



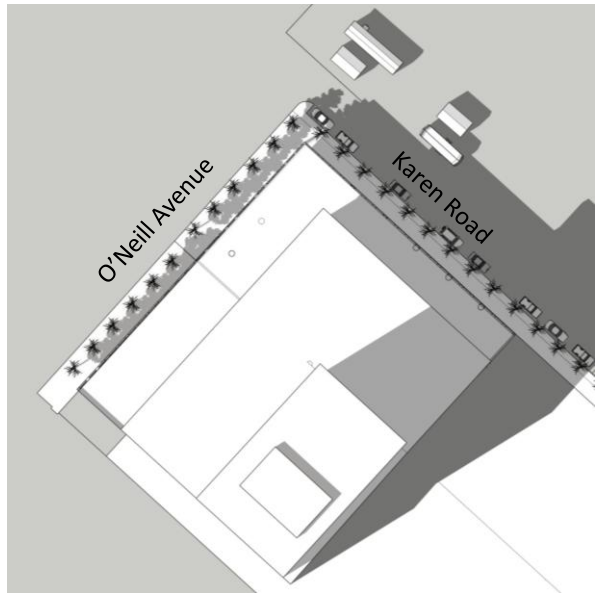
Equinox 10:00 am



Equinox 12 noon



Equinox 2:00 pm



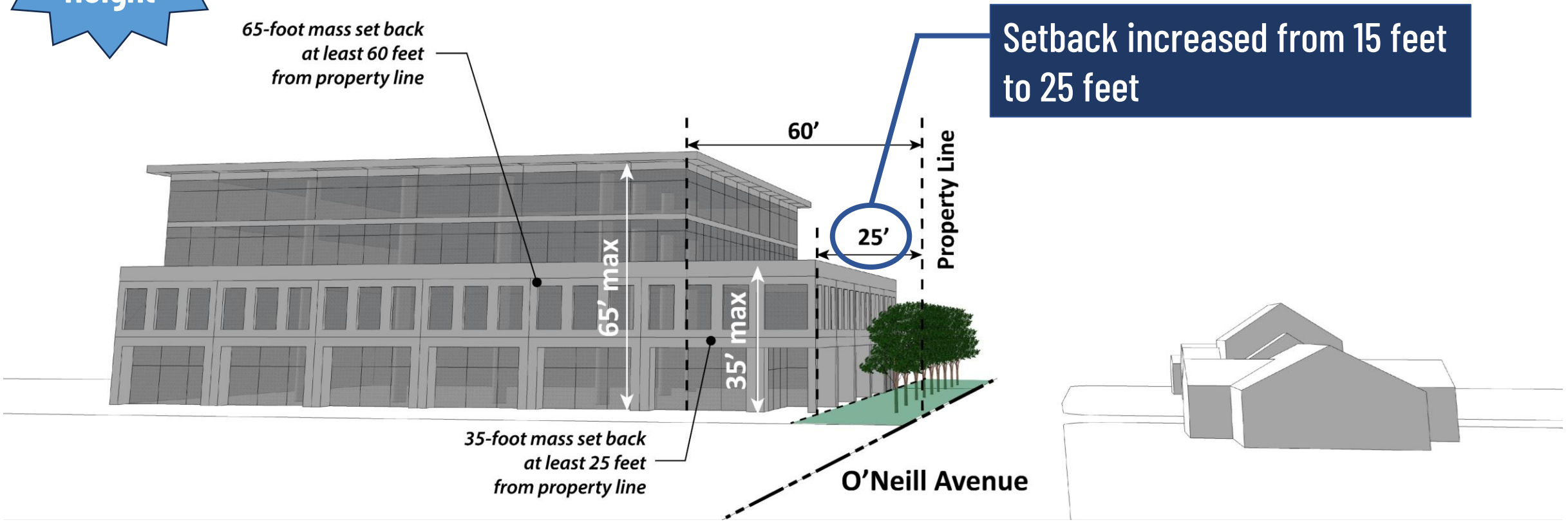
Equinox 3:00 pm

Greatest Shadow Impact

Late Afternoon

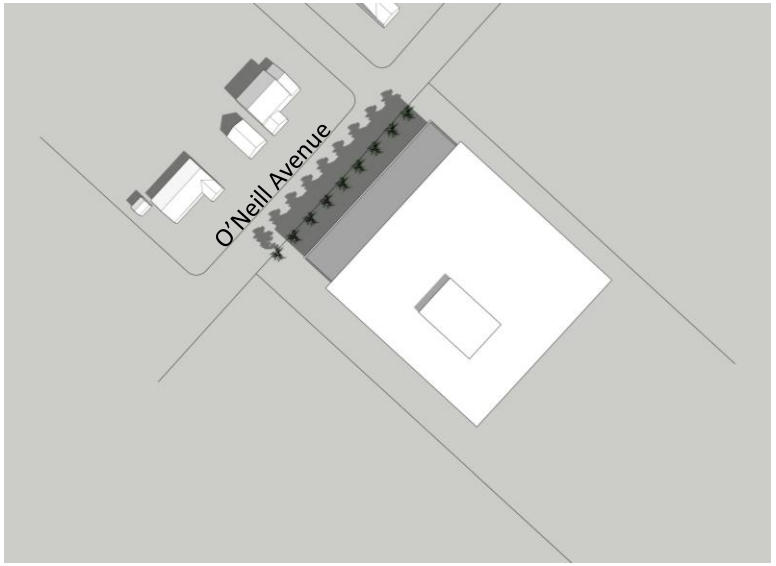
O'NEILL AVENUE RESIDENTIAL TRANSITION AREA – MODIFIED PROPOSAL

Base Height



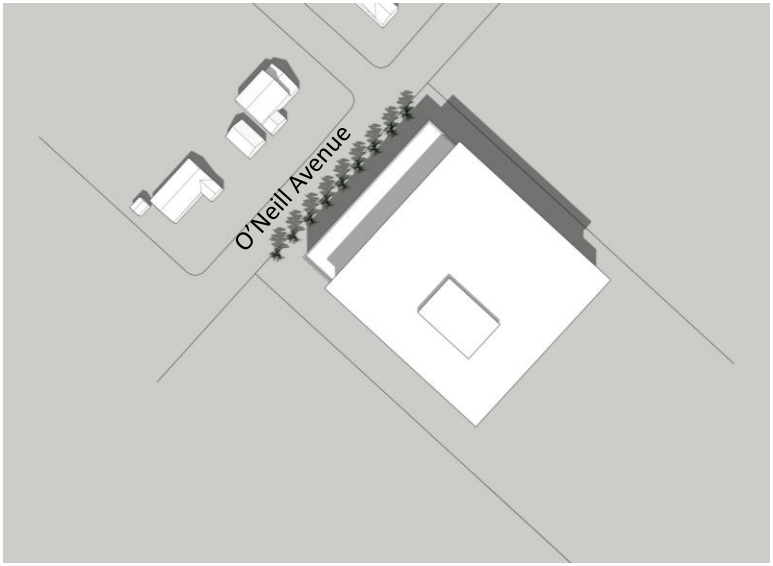
Setback increased from 15 feet to 25 feet

SHADOW STUDIES – MODIFIED PROPOSAL

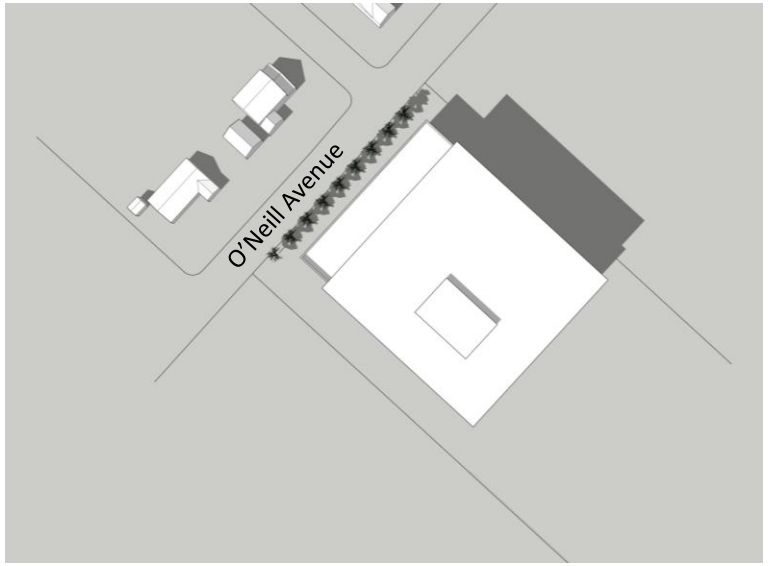


Equinox 10:00 am

Greatest Shadow Impact



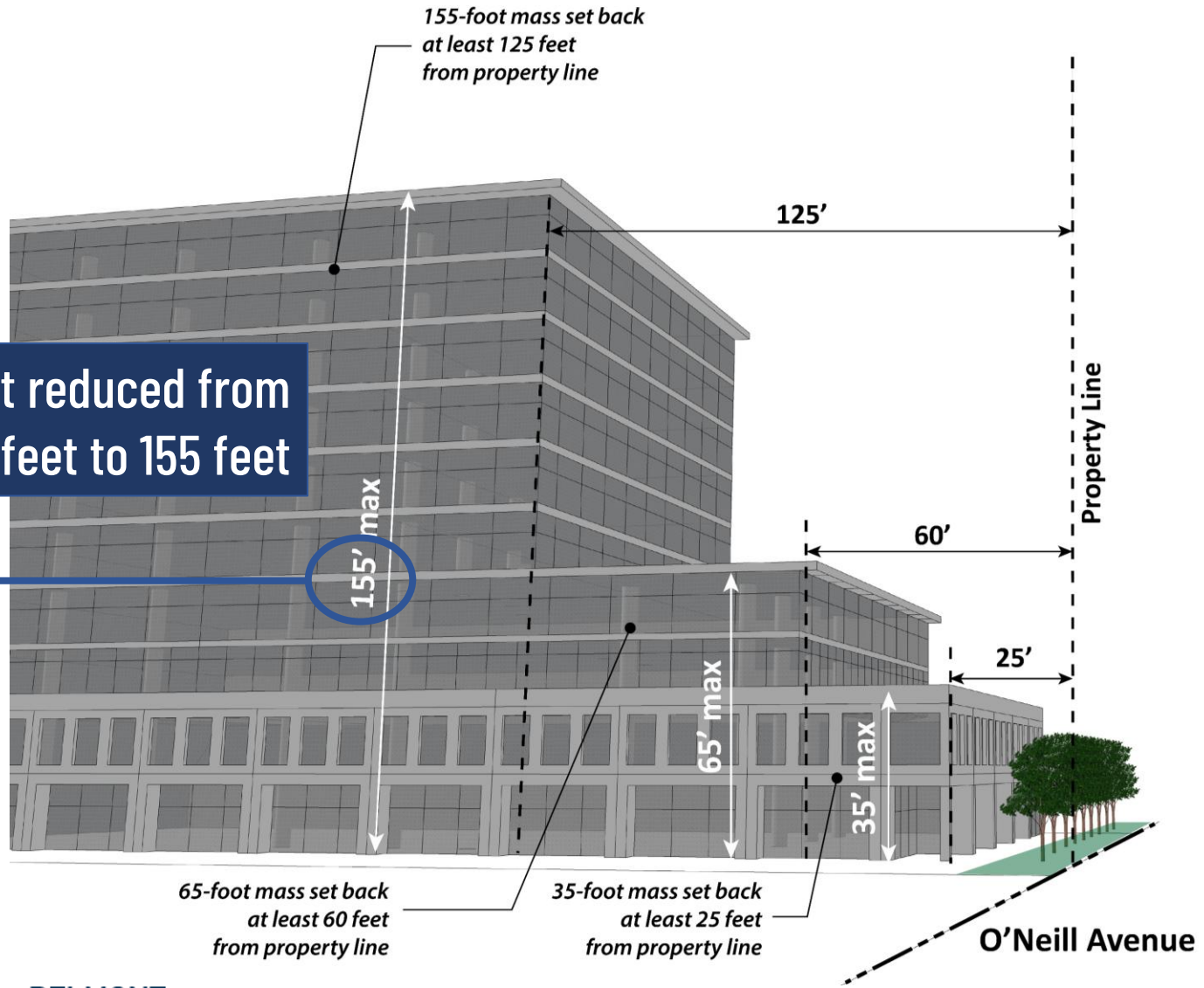
Equinox 12 noon



Equinox 2:00 pm

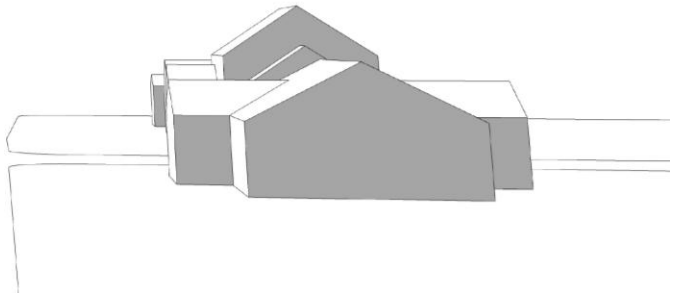
O'NEILL AVENUE RESIDENTIAL TRANSITION AREA – MODIFIED PROPOSAL

Max height reduced from 185 feet to 155 feet

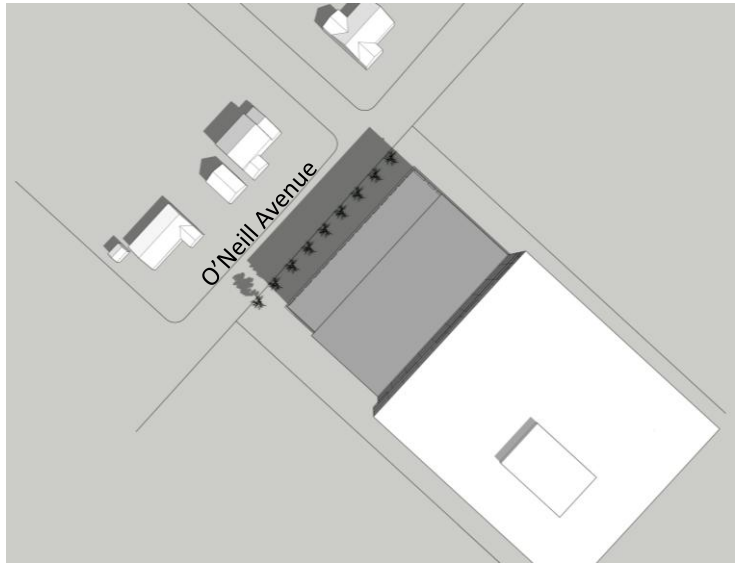


Bonus Height

With Community Benefits

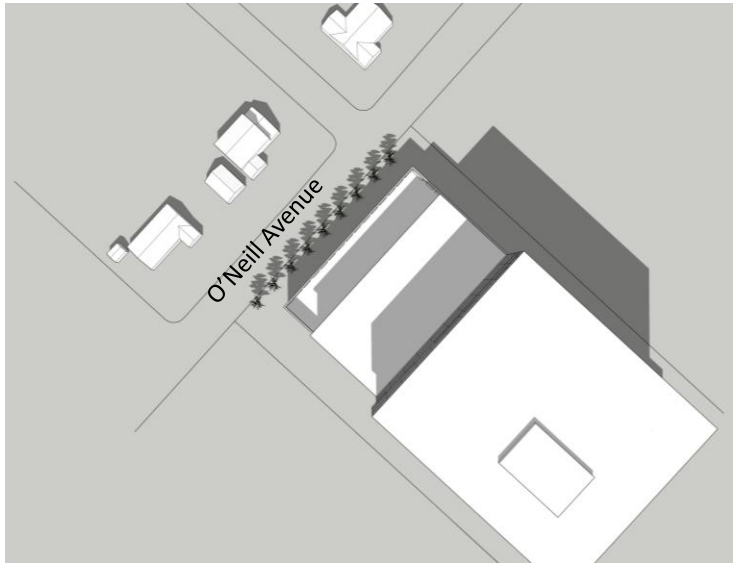


SHADOW STUDIES – MODIFIED PROPOSAL

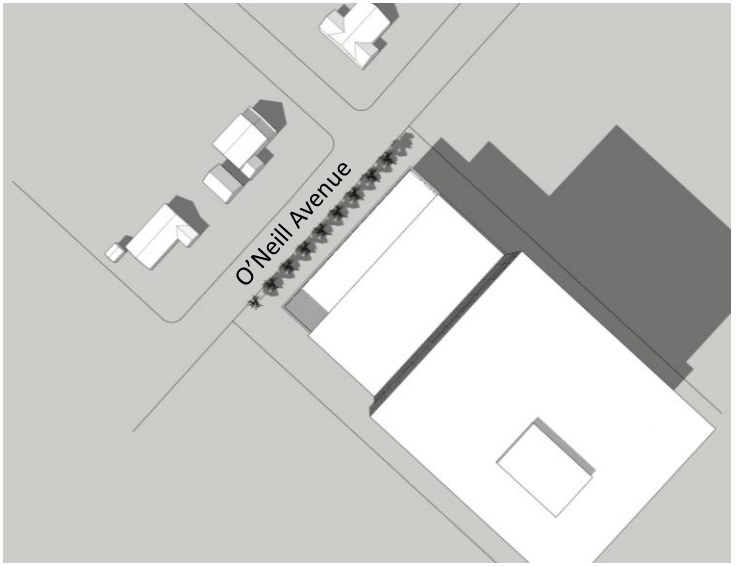


Equinox 10:00 am

Greatest Shadow Impact



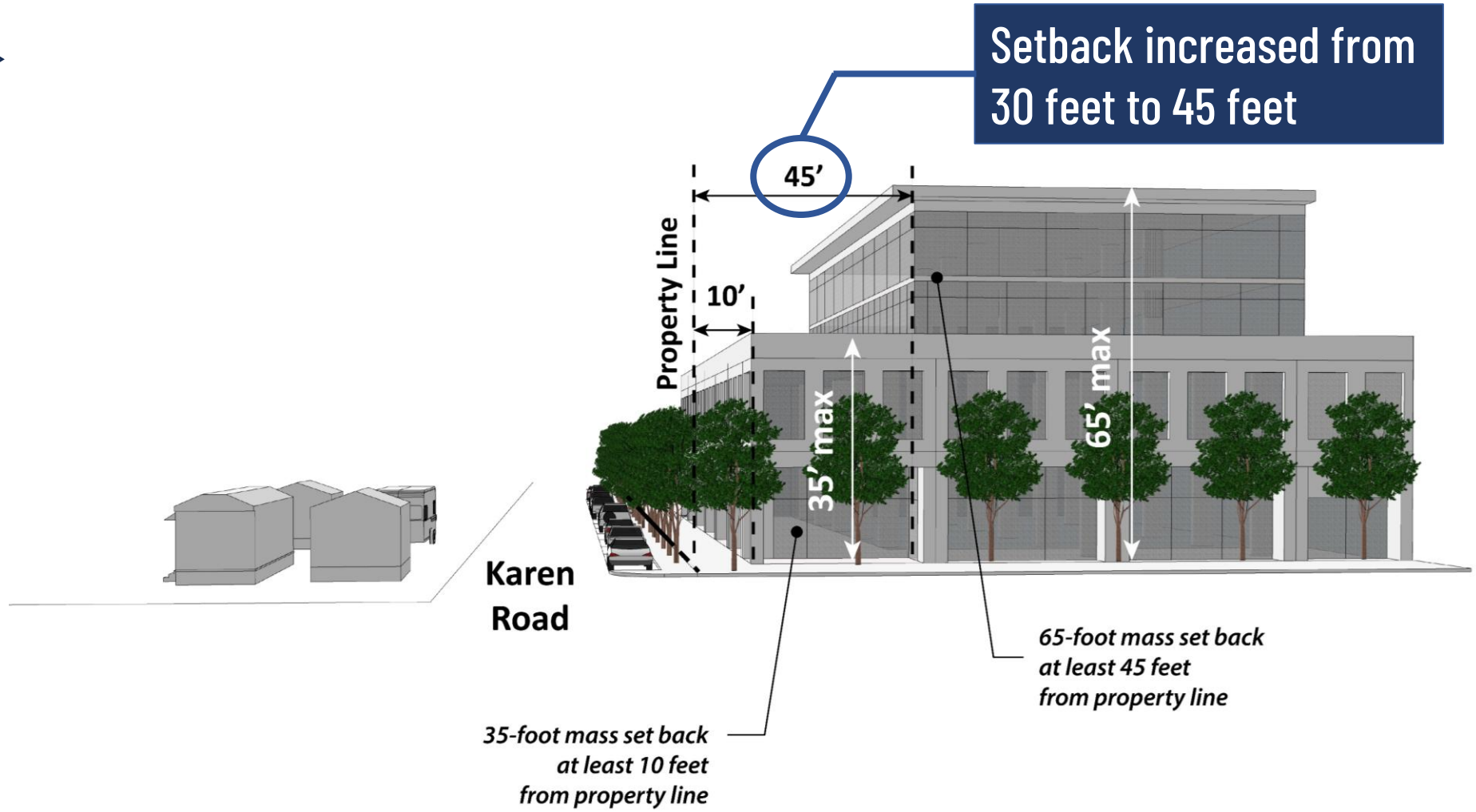
Equinox 12 noon



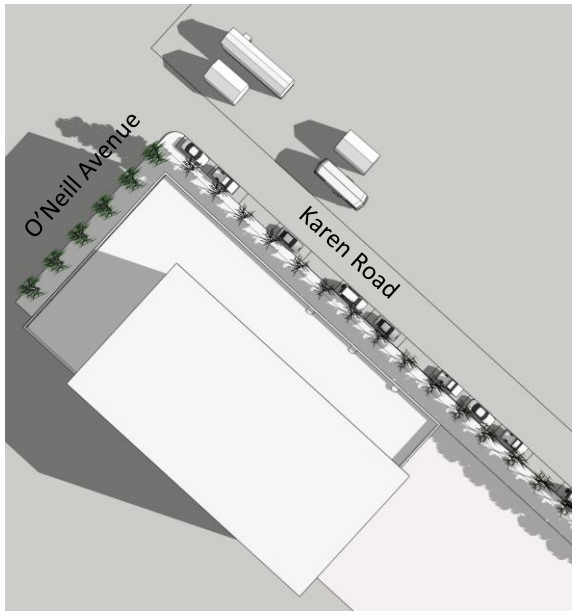
Equinox 2:00 pm

KAREN ROAD RESIDENTIAL TRANSITION AREA – MODIFIED PROPOSAL

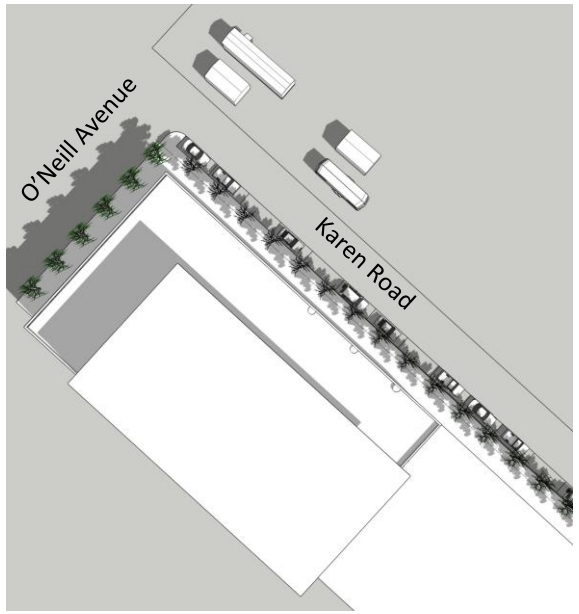
Base Height



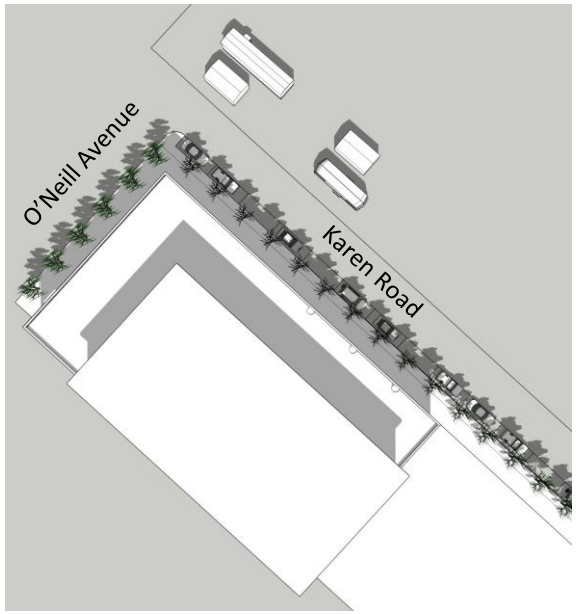
SHADOW STUDIES – MODIFIED PROPOSAL



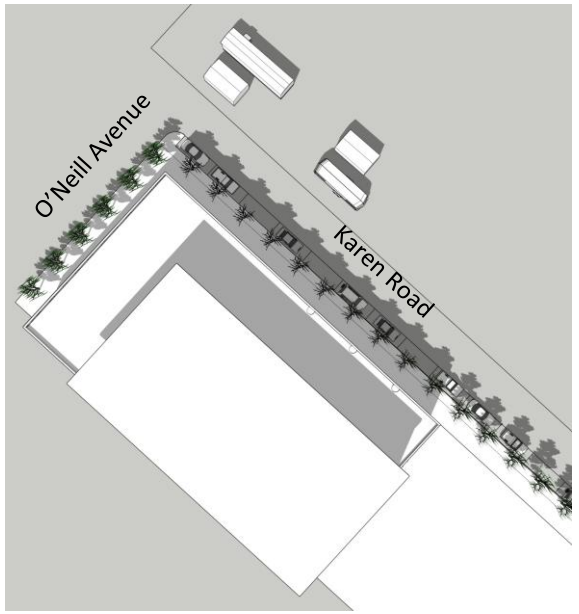
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Equinox 12 noon



Equinox 2:00 pm



Equinox 3:00 pm

Greatest Shadow Impact

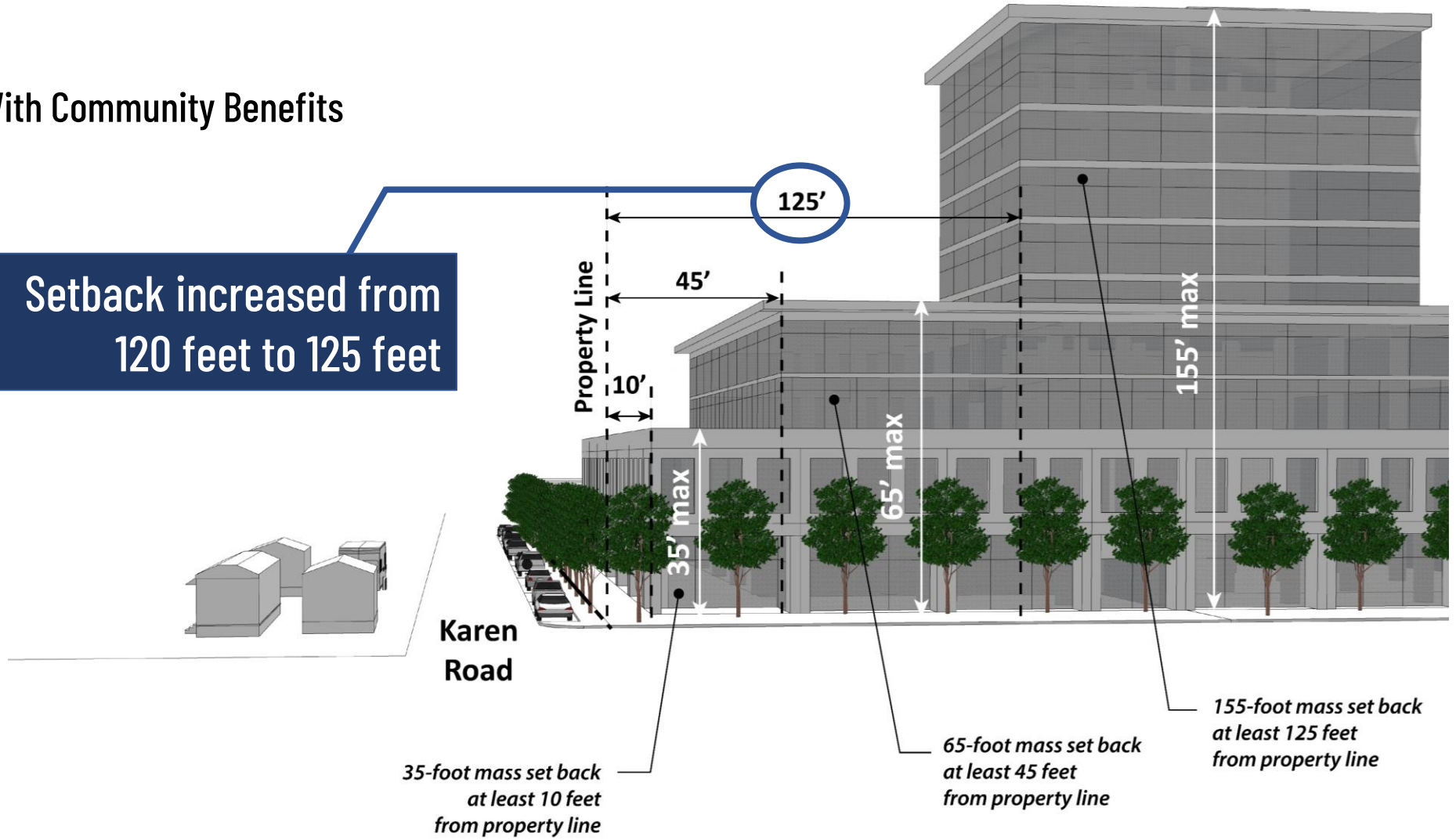
Late Afternoon

KAREN ROAD RESIDENTIAL TRANSITION AREA – MODIFIED PROPOSAL

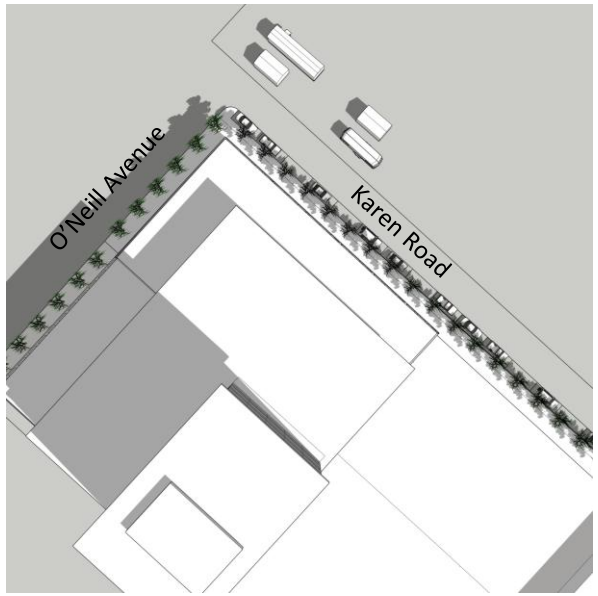
Bonus Height

With Community Benefits

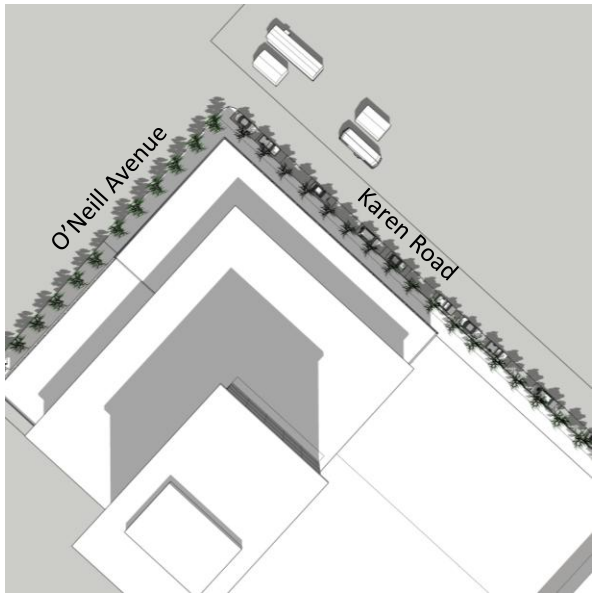
Setback increased from 120 feet to 125 feet



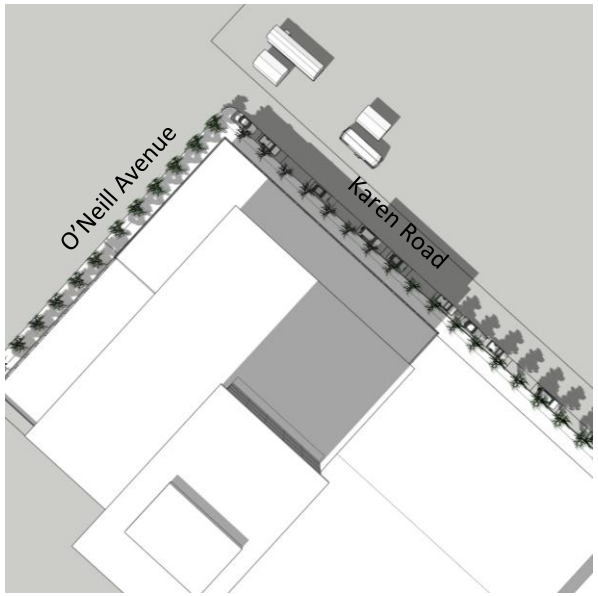
SHADOW STUDIES – MODIFIED PROPOSAL



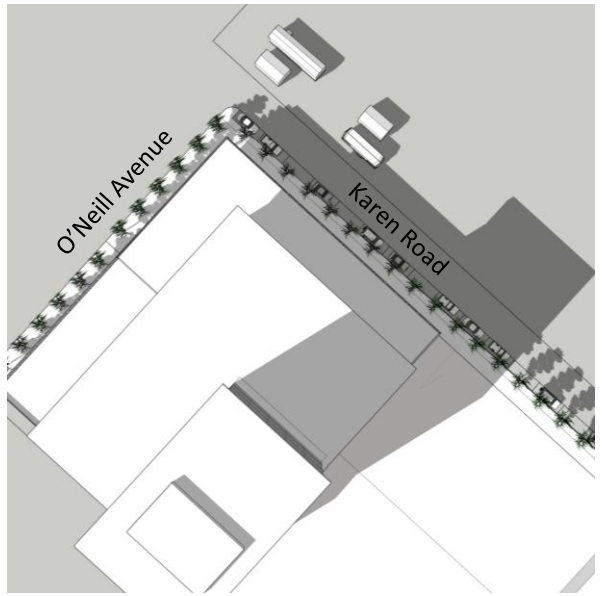
Equinox 10:00 am



Equinox 12 noon



Equinox 2:00 pm



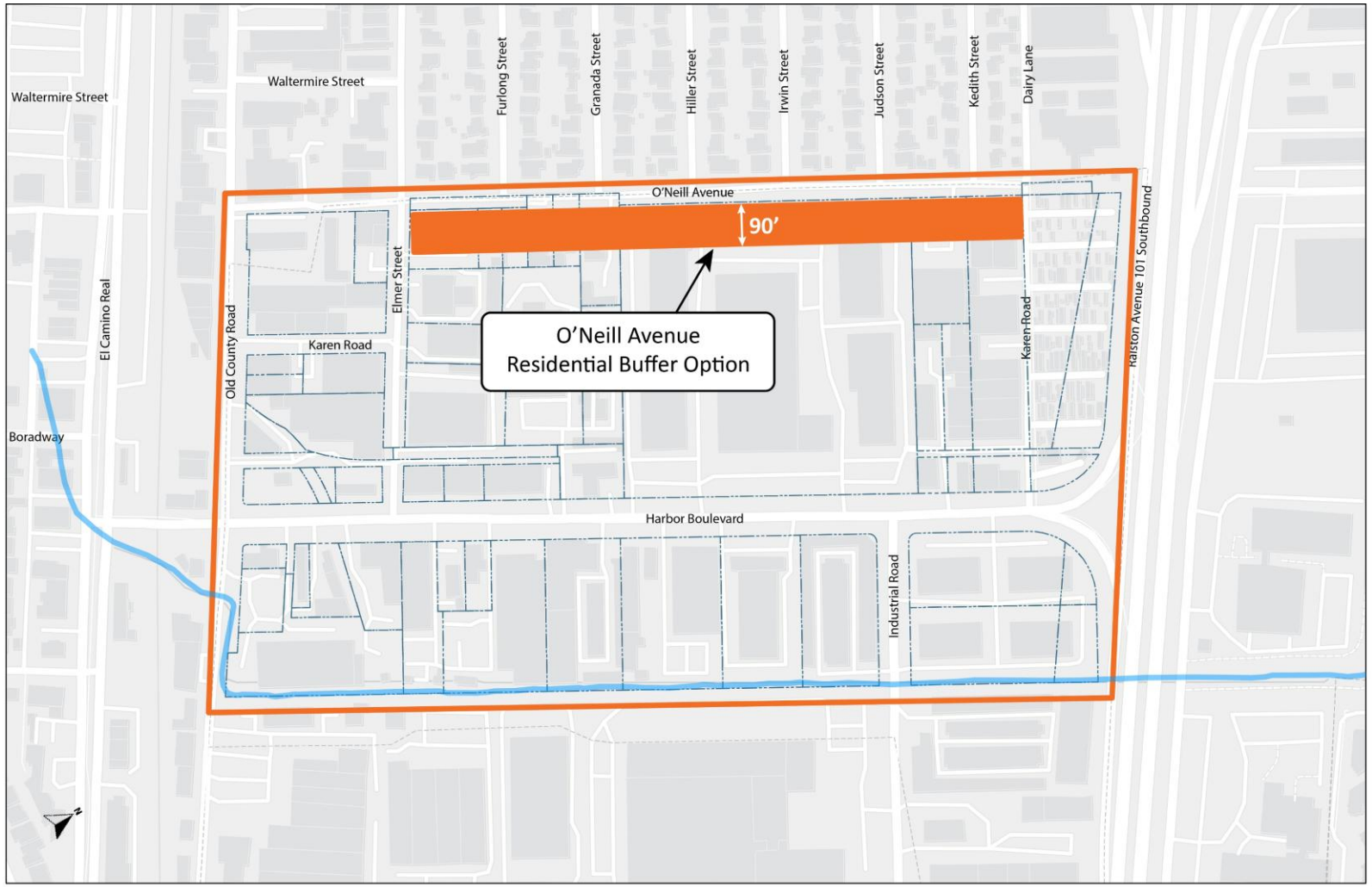
Equinox 3:00 pm

Greatest Shadow Impact

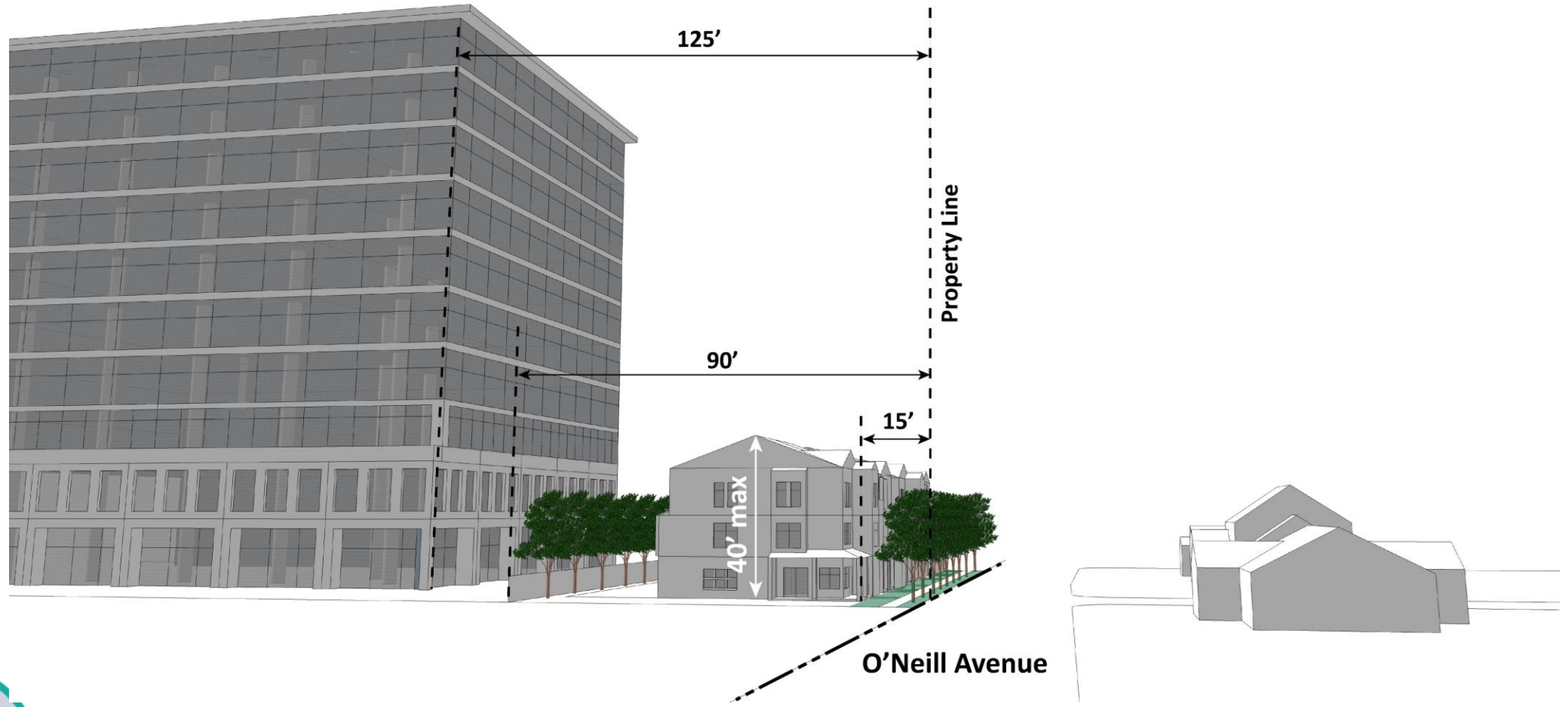
Late Afternoon

RESIDENTIAL BUFFER

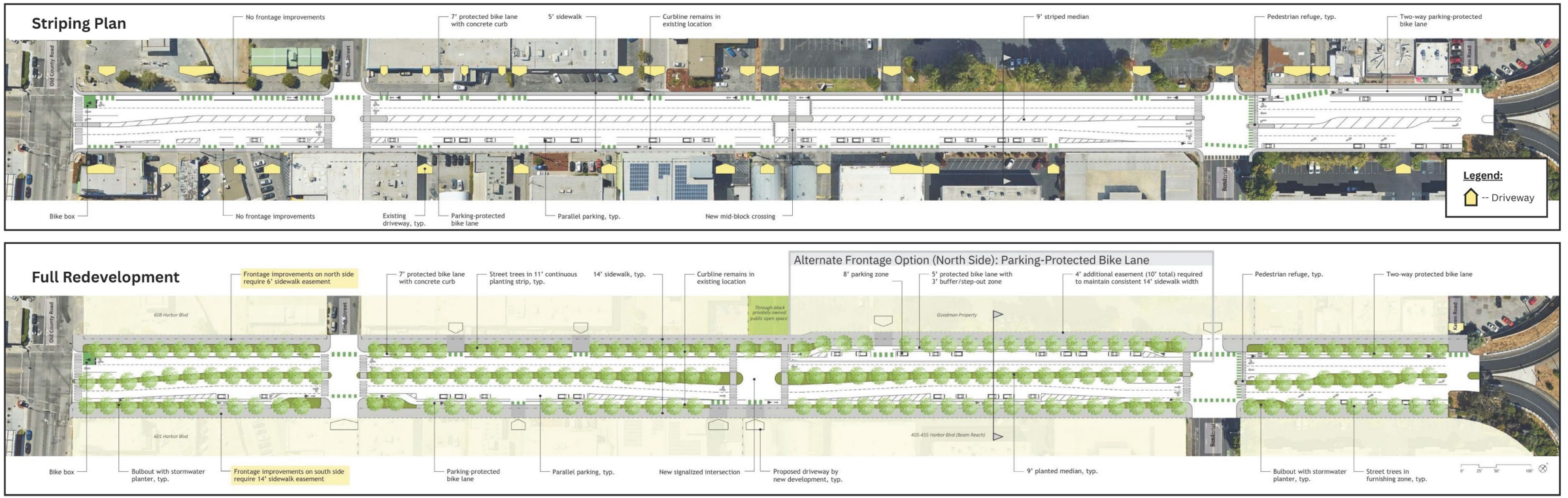
- 90-foot Residential Buffer Option
- Maximum Height 35 feet (or 40 feet with a pitched roof)
- Intended to accommodate townhouses



RESIDENTIAL BUFFER



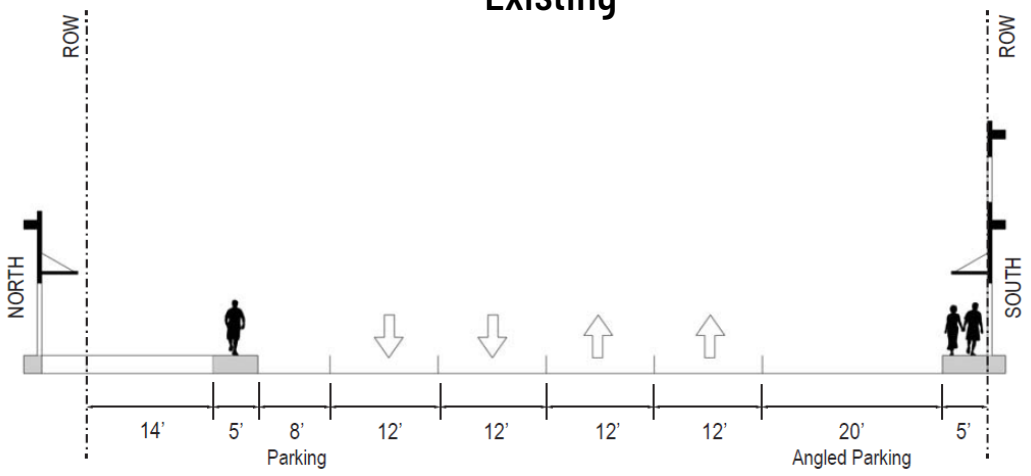
HARBOR BOULEVARD STREETSCAPE CONCEPT



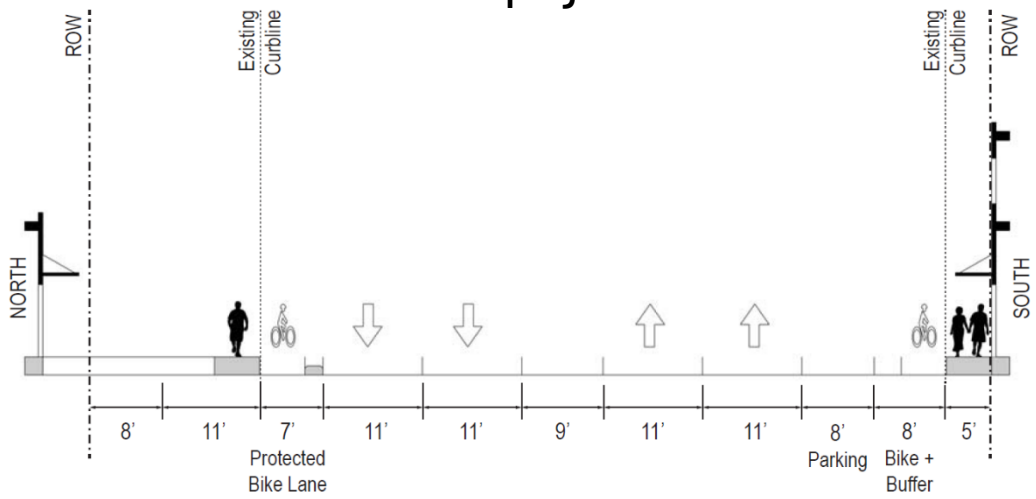
- Wide sidewalks
- Protected bike lanes
- Wide crosswalks to improve pedestrian safety
- Median planters with landscaping and trees
- Street trees
- Plazas and green areas

Harbor Blvd Proposed Streetscape Plan

Existing



Striping Plan



Full Development

