CITY OF BELMONT
CITY COUNCIL AND BELMONT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS

www.belmont.gov

CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, June 25, 2024
7:00 PM
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

The meeting will be broadcast live to Belmont residents on Comcast Cable Channel 27, streamed live via the City's website at www.Belmont.gov. The public may also attend the meeting in the Chambers and address the Council from the Chambers.

PUBLIC COMMENT:
To maximize time for live public comment, we encourage members of the public to provide comments by joining the Committee meeting via Zoom : For web, visit https://belmont-gov.zoom.us/ select "Join" and enter **Meeting ID: 95745673035**. Use the Raise Hand feature to request to speak. You may rename your profile if you wish to remain anonymous.

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 Committee Chair.

If you wish to submit written public comment, you may send an email to cclerk@belmont.gov before the council considers the item. Please indicate the agenda item topic or agenda item number you wish to comment on in your email's subject line. Any public comment regarding agenda items that are received from the publication of the agenda through the meeting date will be made part of the meeting record but will not be read during the Council meeting.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. REPORT FROM CLOSED SESSION

4. SPECIAL PRESENTATIONS

A. **Parks Make Life Better Proclamation**

B. **San Mateo Consolidated Fire Department Wildland and Fire Update**

C. **Community Center Conversation Update**
Recommendation: Receive presentation; not action required

Attachment(s):
Staff Report
Presentation

5. 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.

6. COUNCILMEMBER ANNOUNCEMENTS

7. 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. **Public Improvements Acceptance - 1325 Old County Road**
Recommendation: Adopt a resolution accepting the public improvements for the Artisan Crossing apartments at 1325 Old County Road as completed and complying with City approved plans, authorize the release of the subdivision improvement bonds, and accept a maintenance and warranty bond and authorize its release after the required one-year warranty period

Attachment(s):
Staff Report
Resolution

B. **Municipal Election November 5, 2024**
Recommendation: Adopt resolutions: (1) calling for the election for two Councilmembers, one each from Districts 2 and 4; (2) calling for the election of an at-large Mayor; (3) placement of any ballot measures approved by City Council; and (4) authorizing the City Manager to negotiate and execute a contract with the County of San Mateo to render services associated with the election

Attachment(s):
Staff Report
County Election Services - Resolution
Calling for Election - Resolution

C. **City Council Regular Meeting Time, Record of Actions, and Agenda Format**
Recommendation: (1) Adopt a resolution of the City Council modifying City Council Protocols regarding the starting time of City Council regular meetings.
(2) Endorse changing the method of recording routine actions from both minutes and resolutions to minute orders without resolutions.
(3) Endorse separating the agendas for the City of Belmont City Council and Belmont Fire Protection District Board of Directors.
(4) Adopt a resolution of the Belmont Fire Protection District Board of Directors allowing for the cancellation of regular board meetings when no business is scheduled.

Attachment(s):

Staff Report
Modification to Council Protocols Resolution
BFPD Resolution
Council Protocols - redlined

D. **Craftwater Engineering Agreement Amendment #4**

Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a fourth amendment to the agreement with Craftwater Engineering, Inc., for additional services for an amount of $142,065, for a total contract cost to a not-to-exceed $1,441,503

Attachment(s):

Staff Report
Resolution
TO Amendment #4 Exhibit 1

E. **Revised Master Employee Pay Schedule**

Recommendation: Adopt a resolution approving revision to the City's Master Employee Pay Schedule in compliance with California's Public Employees Retirement System (CalPERS) regulations.

Attachment(s):

Staff Report
Resolution
Exhibit A - Master Pay Schedule

F. **Belmont Village Bicycle Improvement Project Appropriation and TDA Article 3 Allocation**

Recommendation: Adopt a resolution 1) for the fiscal year 2024-25 grant funding allocation request to the Metropolitan Transportation Commission (MTC)'s Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle project funding totaling $330,000, and 2) authorizing a budget appropriation to the Belmont Village Bicycle Improvement Project #7098 in the amount of $530,000, to be funded by $330,000 in TDA grant funding and $200,000 from the Street Improvement Fund

Attachment(s):

Staff Report
Resolution
Exhibit 1 - Findings
Exhibit 2 - TDA Article 3 Project Application Form
Attachment B - 65% Plans

G. **Purchasing and Contracting Authority and Procedures Amendments**

Recommendation: 1. Introduce an ordinance amending Belmont City Code regulations related to purchasing and city manager and city attorney contract authority.
2. Adopt resolution revising purchasing procedures and contract approval authority thresholds.

Attachment(s):

Staff Report
Resolution
BCC Chapter 2 Purchasing Amendments

8. PUBLIC HEARINGS (none)

9. 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. **Business License Tax Update**

Recommendation: Review a proposed alternative business license tax model and provide direction on next steps

Attachment(s):

Staff Report
Proposed Business License Model
Public Opinion Survey Results

10. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. **Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments**
B. **Verbal report from City Manager**

11. 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.

12. ADJOURNMENT

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. Meeting information can also be accessed via the internet at: www.belmont.gov. All staff reports will be posted to the web in advance of the meeting, and any writings or documents provided to a majority of the City Council/District Board or Commission regarding any item on this agenda will be made available for public inspection in the City Clerk's Office, One Twin Pines Lane, during normal business hours and at the Council Chambers at City Hall, Second Floor, during the 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 on ,by . /s/

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Brigitte Shearer, Parks and Recreation Director, (650) 595-7488, bshearer@belmont.gov
Agenda Title:	Community Center Conversation Update
Agenda Action:	For Information Only

Recommendation
Receive presentation; no action required.

Strategic Focus Area
Infrastructure and Mobility

Background
Originally constructed as Barrett Elementary School in 1948 and transitioned to a city-operated facility in the 1980s, the Barrett Community Center site has supported diverse community uses over the decades, serving as the backdrop for countless collective memories. The 5.1-acre parcel includes 26 classrooms, 65 parking spaces, 25 community garden plots, a children's play area, and a multi-use field. Current activities programed at the site include full-time licensed childcare, youth after-school programs, and various recreational classes. The adjacent field is also used for youth sports, off-leash dog hours, and community events.

However, due to the Center's age and heavy usage, it is now in dire need, requiring extensive repairs and maintenance to meet modern-day earthquake, fire safety, and accessibility standards. Without these repairs, the City and community may not be able to use the Center in the near future. Because of this, its replacement has been a City Council priority since Fiscal Year 2018-19.

Analysis
With the help of residents, the City launched the "Community Center Conversation" last December to raise awareness about the Center's needs and identify community priorities for its future. Since then, staff have delivered nine Community Center Conversation presentations, both on-site at the Center and through various community groups and events. The City has also launched a Community Center Conversation survey to solicit input on the most valued current offerings as well as the most desirable future offerings of the site. To-date, the survey has received 229 responses, with preliminary findings as follows.

Survey respondents ranked *current* Center offerings in order of preference as follows.

1. Sports courts and fields
2. Multi-generational activities

3. Children's play area
4. Childcare and after-school programming
5. Gathering Space
6. Other (most frequently: a space for dogs)

Survey respondents ranked potential *future* Center offerings in order of preference as follows.

1. Modernize to meet current safety standards
2. Expand programs and services
3. Expand program access and availability
4. Ensure matching funds
5. Establish emergency shelter
6. Other (most frequently: pool, space for dogs, and athletic fields)

While staff continue to facilitate these important conversations, the City is also exploring the use of developer contributions from new construction and infrastructure grant opportunities to help fund the Center's needs and upgrades. Should the future Center have the capability to serve as an emergency relief shelter, the City can also seek dedicated matching funds from the State or County.

The City remains committed to ensuring the Center and its vital programs are accessible for all residents for generations to come. To join this conversation, please visit www.belmont.gov/communitycenter.

Alternatives

1. None

Attachments

A. Presentation

Fiscal Impact

☒ No Fiscal Impact

There is no direct fiscal impact on receiving an update about the Community Center. Potential funding opportunities will continue to be explored and brought back to Council for approval when appropriate.

☐ Funding Source Confirmed:

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



The Community Center Conversation

CITY OF BELMONT

Outreach Goals



Show.
Provide a first-hand look at the state of our Community Center



Listen.
Seek feedback and priorities for the future of the Center



Engage.
Inspire attendees to spread the word about our envisioning process

Belmont Then & Now









Belmont Then & Now (Cont.)









Looking Back to 1948…





The Community Center was originally ***designed and built as the Barrett Elementary School***

The Barrett Parcel - 75 Years Ago…



A Cornerstone of Our Community


Belmont Community Players


Community Learning Center


Movies in the Parks

The Community Center has supported ***diverse community uses for 75 years***, serving as the backdrop for countless collective memories

The Community Center is Now 75 Years Old and Well Beyond Its Useful Life







“Enhancing the Quality of Life (for All Ages) in Our Community”

- ***Licensed childcare***
- ***After-school programs***
  Led by City staff and partners
- ***Youth and teen programs***
  Dance, team sports, STEAM, public speaking, summer day camps, and more
- ***Adult programs***
  Zumba, yoga, meditation, table tennis, crafts classes, international language groups, and more
- ***Senior programs***
  Meditation, memory workshops, aerobics, dance, strength training, and more
- ***Grant-funded senior lunch program***
- ***Parks, athletic fields, and open space***
  Opportunities for youth sports and outdoor recreation for all ages







Outreach To Date



Open houses



Presentations to community groups



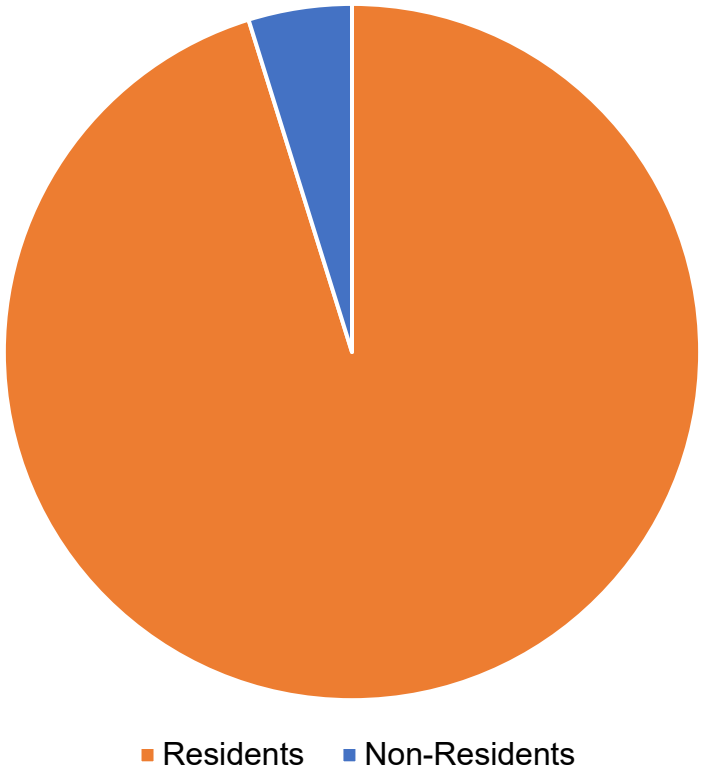
Tabling at community events



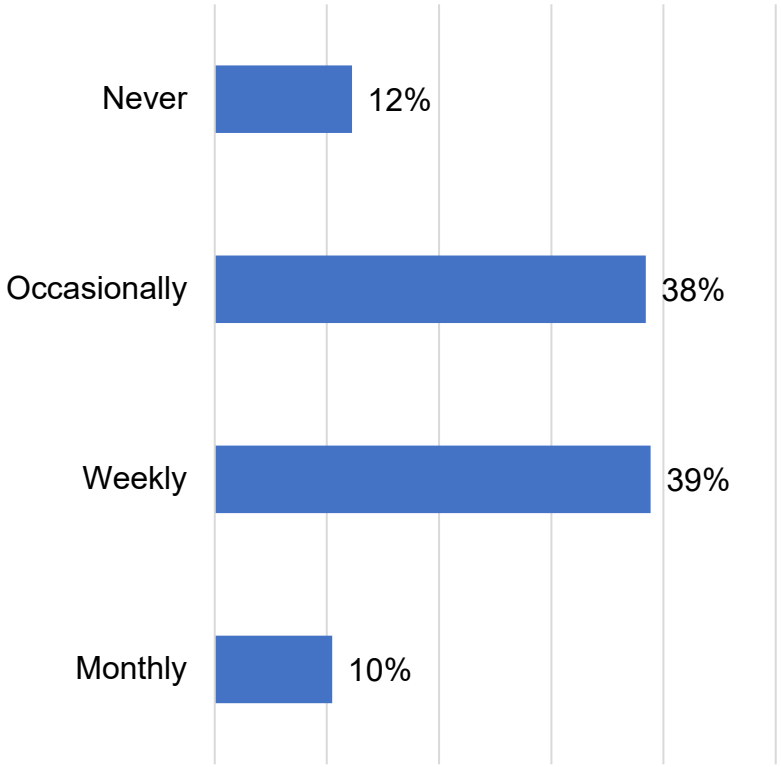
Survey

Survey Results to Date (229 Responses)

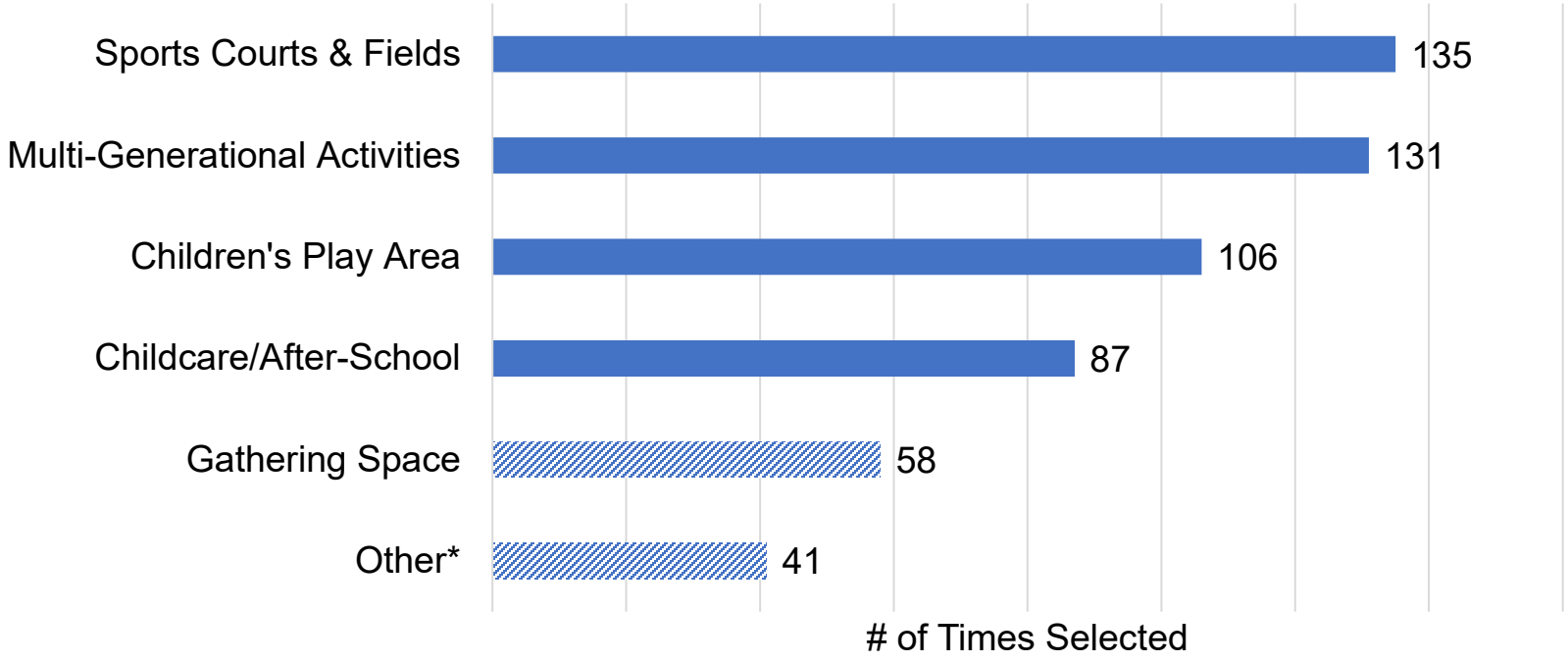
95% Residents



Most Visit Occasionally-Weekly



Most Valued in Our Current Center



**Most frequently: a space for dogs*

Single Most Important Service the Center Currently Provides

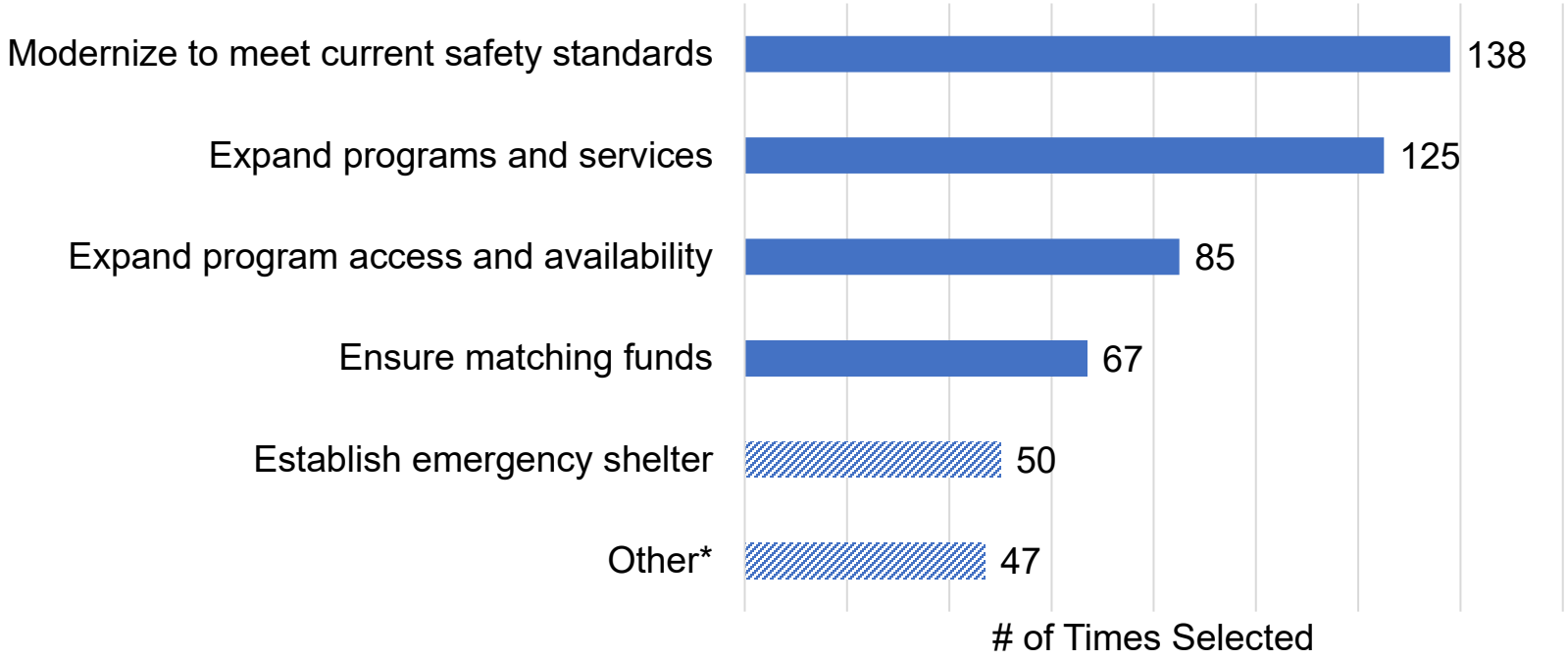
"A safe place for my kids to have enrichment activities and play and gather with friends"

"Allowing shared use of a LARGE grassy field. Everyone wins--families, soccer teams, and dogs."

"Day care center for kids. The after school and Wednesday programs for middle school kids. Especially Wednesdays when kids are in school half day."

"Community garden. I love the way that it's multi-generational."

Most Desired in a Future Center



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

Service/Program Not Currently Provided But Would Like to See

"More modern facilities, and better parking planning."

"More sports and other recreational facilities, quality meeting space, a true center for community events."

"Nice meeting area for seniors. Maybe a low-cost lunch/ coffee shop."

"The playground needs to be updated, it's terrible. I live a block away and rarely utilize it for my kids."

"A community pool would be amazing!"

"Place for year-round off leash dogs."

What Was in the 2019 Conceptual Design?

- Multi-generational, flexible spaces
- Indoor and outdoor gathering spaces
- Gymnasium
- Pool
- Community room
- Art and fitness spaces
- Preschool
- Teen & senior lounges
- Improved parking and traffic flow

What Has Changed Since Then?

- Pandemic
- Emergencies
- New recreational trends
- New demographic projections
- New developments in the City
- New nearby amenities

What Does Our Future Center Need?



Safe, Accessible Spaces



Emergency Relief Center

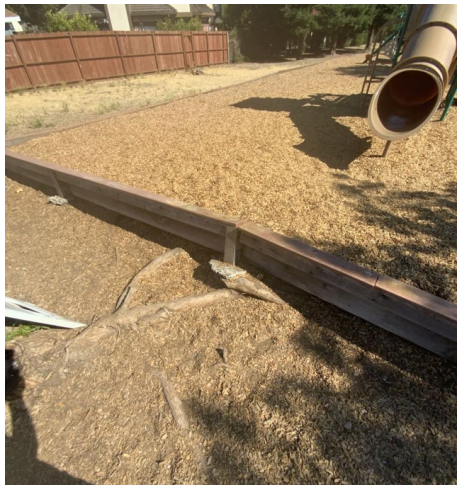


Diversified Funding Opportunities, Developer Contributions, & Grants

Safe, Accessible Spaces

- ***Accessibility for all*** – Our community center should be welcoming to all ages, all abilities
- ***Safety every day*** – Our Center should incorporate the highest earthquake and fire safety standards







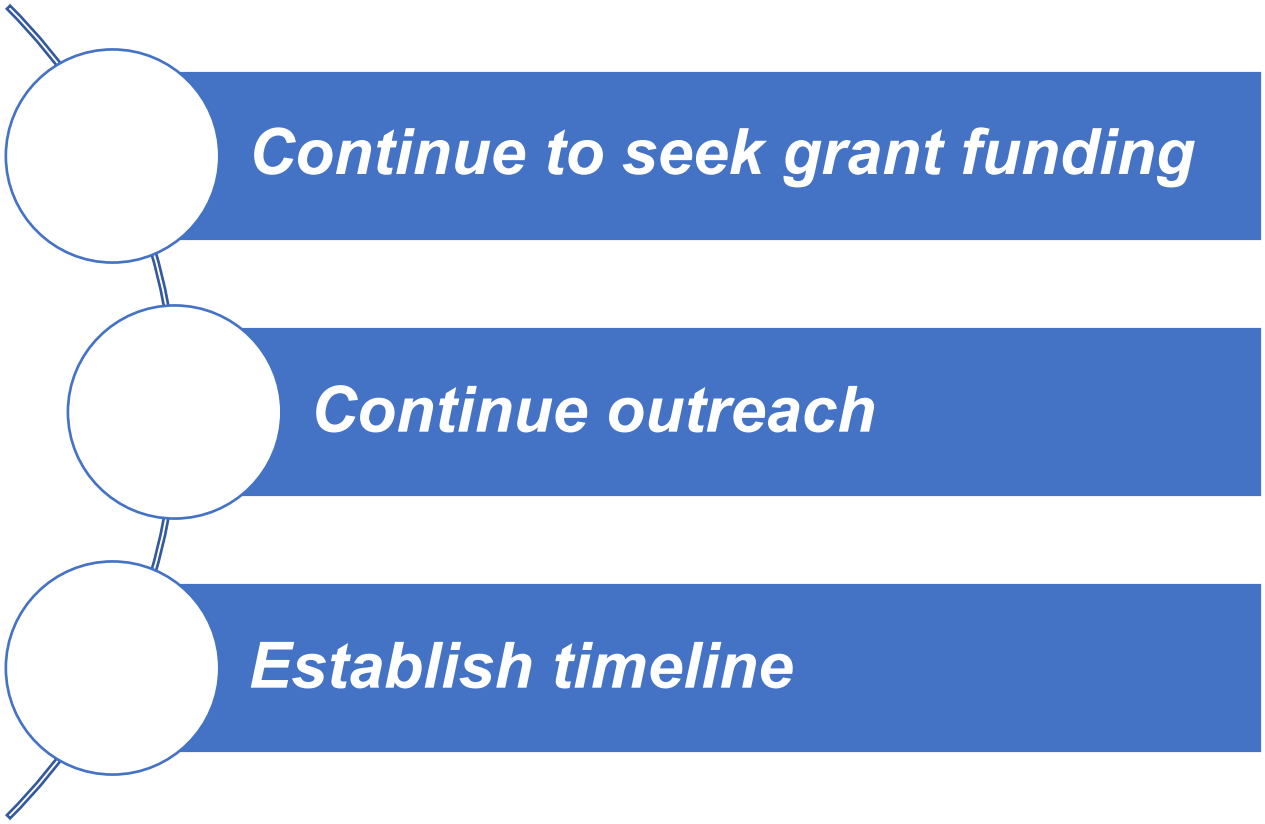
Emergency Relief Center

- ***Our Center should serve as an emergency relief center*** – Currently, it does not have the infrastructure or capacity
- ***Matching funds*** – The City can leverage funds from the State or County to help establish an emergency resource center

Developer Contributions & Grants

- ***Developer contributions*** – We are working hard to secure the continuity of the Community Center, which also includes considering developer contributions from new construction in the City to leverage funding for Community Center needs
- ***Grants*** –Pursuing all available funding opportunities

Next Steps


Continue to seek grant funding
Continue outreach
Establish timeline

Now It's Your Turn: Join *The Community Center Conversation!*

Take our online survey to share
your feedback and priorities:
www.belmont.gov/communitycenter

Thank you

www.belmont.gov/communitycenter

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Tracy Scramaglia, City Engineer, (650) 595-7469, tscramaglia@belmont.gov
Agenda Title:	Public Improvements Acceptance - 1325 Old County Road
Agenda Action:	Resolution

Recommendation

Adopt a resolution accepting the public improvements for the Artisan Crossing apartments at 1325 Old County Road as completed and complying with City approved plans, authorize the release of the subdivision improvement bonds, and accept a maintenance and warranty bond and authorize its release after the required one-year warranty period.

Strategic Focus Area

Infrastructure and Mobility

Background

On May 14, 2019, the City Council adopted Resolution No. 2019-048, approving the tentative map for the Subdivision for the Artisan Crossing Project. The Subdivision project is comprised of 250 residential apartments and 3,000 square foot of commercial and community use. Thirty-eight (38) of the residential apartments are affordable rental apartment units.

On June 23, 2020, the Council adopted Resolution No. 2020-057 approving the Final Map, Subdivision Improvement Agreement, and Maintenance Agreement for the development.

The Subdivision Improvement Agreement includes bonds to guarantee the completion of all public improvements related to the project including all off-site improvements fronting the parcel, including Old County Road, O'Neill Avenue, Elmer Street, and Karen Road, joint trench utilities, and sewer connections at O'Neill Avenue.

Windy Hill Property Ventures, a Delaware limited liability company, has entered into a Continuing Maintenance Agreement with the City to maintain improvements along the frontage and within the development. The Agreement provides for the adequate maintenance of the exterior portions of the property visible from the public street. It requires the common areas to be maintained in good condition and repaired in a timely period. Additional features to be privately maintained include but are not limited to, stormwater treatment areas, landscaping, parking areas, lighting, retaining walls, concrete benches, building exteriors, street trees, sidewalks, curbs and gutter, and driveways along the property frontage to ensure that the property remains in clean and superior condition following approved plans, rules and regulations and applicable laws. The development also dedicated public utility easements to the City when the subdivision map was approved. The easements will allow the installation of the electrical, gas, storm,

and other utilities as required related to this development.

Analysis

Windy Hill Property Ventures, a Delaware limited liability company, has completed construction of the public improvements, and staff requests that the City Council accept the improvements and release the security bonds following the terms of their Subdivision Improvement Agreement. On behalf of the City Engineer, the City's Public Works Inspectors have inspected the improvements and found them to follow the City's standards, and approved plans and specifications. Staff recommends that the City Council accept the improvements and release the security bonds. The 10% Maintenance and Warranty bonds will be held by the City and released following the expiration of the one-year warranty period and confirmation by the City Engineer that no claims of defective improvements have been received.

Alternatives

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

Attachments

A. Resolution

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed:

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ACCEPTING THE DEVELOPMENT STREET IMPROVEMENTS AS COMPLETED AND COMPLYING WITH CITY APPROVED PLANS, AUTHORIZE THE RELEASE OF SUBDIVISION IMPROVEMENT BOND, AND ACCEPT A MAINTENANCE AND WARRANTY BOND FOR THE ARTISAN CROSSING 250 RESIDENTIAL APARTMENTS AND 3,000 SQUARE FOOT OF COMMERCIAL AND COMMUNITY USE AT 1325 OLD COUNTY ROAD

WHEREAS, On May 14, 2019 the City Council adopted Resolution No. 2019-048, approving the tentative map for the Subdivision for the Artisan Crossing Project. The Subdivision project is comprised of 250 residential apartments and 3,000 square foot of commercial and community use. Thirty-eight (38) of the residential apartments are affordable rental apartment units; and,

WHEREAS, the developer for the mixed-use project is Windy Hill Property Ventures, a Delaware limited liability company; and,

WHEREAS, on June 23, 2020, the Council adopted Resolution No. 2020-057 approving the Final Map, Subdivision Improvement Agreement, and Maintenance Agreement for the development.

WHEREAS, the developer entered into a Subdivision Improvement Agreement with bonds to guarantee the completion of all public improvements related to the project, including Old County Road, O'Neill Avenue, Elmer Street, and Karen Road, joint trench utilities, and sewer connections at O'Neill Avenue; and,

WHEREAS, the developer has entered into a Continuing Maintenance Agreement with the City to maintain the improvements along the frontage and within the development, including stormwater treatment areas, landscaping, parking areas, lighting, retaining walls, concrete benches, building exteriors, street trees, sidewalks, curbs and gutter, and driveways; and,

WHEREAS, the developer has completed construction of the street improvements and is requesting that the City Council accept the improvements and release the security bonds; and,

WHEREAS, on behalf of the City Engineer, the City's Public Works Inspectors inspected the improvements and found them to follow the City approved plans and specifications.

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

SECTION 1. Accepts the development's street improvements as completed and complying with the City approved plans.

SECTION 2. Authorizes the release of subdivision improvement payment and

performance bonds for the improvements required in the subdivision improvement agreement.

SECTION 3. Accept a maintenance and warranty bond for the required one-year warranty period.

SECTION 4. The maintenance and warranty bond may be released following expiration of the one-year warranty period, and confirmation by the City Engineer that no claims of defective improvements have been received.

* * *

ADOPTED June 25, 2024 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:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Jozi Plut, City Clerk, jplut@belmont.gov, 650-595-7414
Agenda Title:	Municipal Election November 5, 2024
Agenda Action:	Resolution

Recommendation

Adopt resolutions: (1) calling for the election for two Councilmembers, one each from Districts 2 and 4. (2) calling for the election of an at-large Mayor; (3) placement of any ballot measures approved by City Council; and (4) authorizing the City Manager to negotiate and execute a contract with the County of San Mateo to render services associated with the election.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The General Municipal Election to elect members of the City Council for Belmont is held in November of even numbered years. Election law requires a resolution be adopted calling the General Municipal Election. Two councilmembers and the mayor's terms expire this year: Councilmembers Hurt, and McCune, and Mayor Mates.

In the Fall of 2022, Belmont City Council took action to transition from an at-large method of electing councilmembers to a by-district election by adoption of Ordinance 2022-1164 establishing the sequence of councilmember elections by-districts and setting the term and initial election date for the elective mayor. Districts 1 and 3 held elections in November 2022 and Districts 2 and 4 will hold elections in November 2024. An At-Large Mayor will be elected in November 2024 for a 2-year term.

As of this writing, the City Council has not taken action to place any ballot measures before the voters but has begun discussing one potential measure. The resolution provides for future ballot measures that may be added.

Analysis

The Elections Code requires the governing body to adopt a resolution calling for the November 2024 election. Belmont's General Municipal Election is consolidated with the November Presidential Election and other consolidated elections. Because of the consolidation, a companion resolution approving the contract with the County of San Mateo to render services associated with the conduct of the election is included. It should be noted that in keeping with the provisions of SB 450, November's election will be an all-mail ballot election.

The following are important dates for the November 5, 2024, election:
July 1 – July 15 – Notice of Election Filed
Between these dates the City Clerk shall cause to be published a Notice of Election. Said Notice shall be translated from English to Spanish and Chinese, and said Notices published in an adjudicated newspaper for the appropriate language. Said Notice shall also be posted in three public places in the City. The three places shall be: City Hall, the Belmont Library, and the Belmont-Redwood Shores School District Office.

July 15 – August 9 – Candidate Filing Period
Nomination papers may be obtained from the City Clerk. The signatures of not less than 20 voters in the City may be obtained beginning July 18, and the nomination papers so signed may be filed with the City Clerk beginning on July 15 until August 9, 2024 by 5:00 P.M.

August 10 – August 14
If an incumbent has not filed nomination papers by 5:00 P.M. on August 10, further nomination of candidates, other than incumbents, for such elective office will be received until 5:00 P.M. on August 14, 2024.

Ballot Arguments - the following represents the deadlines for ballot arguments and public review (for or against):

- Primary Arguments: August 13, 2024
- Public Review of Primary Arguments: August 13 through August 23, 2024
- Rebuttal Arguments August 20, 2024
- Public Review of Rebuttal Arguments: August 20 through August 30, 204

Elections Code requires that the City Council take action to call for the election.

Alternatives

1. There are no alternates as these actions are required by the Elections Code and the County of San Mateo Registrar of Voters

Attachments

A. Resolution of the City Council Calling and Giving Notice of the Regular Municipal Election on November 5, 2024
B. Resolution Requesting the Board of Supervisors of the County of San Mateo to Render Specified Services to the City Relating to the Conduct of a Regular Municipal Election to Be Held on Tuesday, November 5,2024.

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The fiscal year 2024-25 budget has allocated funds for election services under the Elections Division in the General Fund.

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN MATEO TO RENDER SPECIFIED SERVICES TO THE CITY RELATING TO THE CONDUCT OF A REGULAR MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024

WHEREAS, a Regular Municipal Election is to be held in the City of Belmont, California in November; and,

WHEREAS, in the course of conduct of the election it is necessary for the City to request services of the County; and,

WHEREAS, all necessary expenses in performing these services shall be paid by the City of Belmont..

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

SECTION 1. In accordance with Elections Code Section 10002, the City Council requests the San Mateo County Board of Supervisors to permit the County Election Department to render the services according to State law relating to the conduct of the regular election called for November 5, 2024.

SECTION 2. The City of Belmont will reimburse the County Elections office for services performed when the work is completed and upon presentation to the City of a properly approved bill.

SECTION 3. The City Clerk is directed to forward without delay to the Board of Supervisors and to the County Election Department each a certified copy of this Resolution.

* * *

ADOPTED [Click to enter a date.] 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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT CALLING AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 5, 2024, TO ELECT TWO MEMBERS OF THE CITY COUNCIL, ONE FROM DISTRICT 2 AND ONE FROM DISTRICT 4, A MAYOR AT-LARGE AND ANY BALLOT MEASURES APPROVED FOR PLACEMENT

The City Council of the City of Belmont resolves as follows:

SECTION 1. Under the laws of the State of California relating to general law cities, there is called and ordered to be held in the City of Belmont, California, on Tuesday, November 5, 2024, a General Municipal Election for the purpose of electing two Members of the City Council, to elect two members of the City Council, one from District 2 and one from District 4, for the full term of four years, Mayor-at-large and any ballot measures approved for placement before the voters.

SECTION 2. The ballots to be used at the election shall be in form and content as required by law.

SECTION 3. The City Clerk is authorized, instructed and directed to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election

SECTION 4. The City Manager is authorized to negotiate and execute a service agreement with the County of San Mateo to render specified services to the City of Belmont relating to the General Municipal Election.

SECTION 5. Vote centers shall be opened as prescribed in the Voters Choice Act (SB 450), except as provided in Elections Code Section 14401.

SECTION 6. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 7. Notice of the time and place of holding the election is to be given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

* * *

ADOPTED June 25, 2024 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:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Scott Rennie, City Attorney and Jozi Plut, City Clerk, jplut@belmont.gov, 650-595-7414
Agenda Title:	City Council Regular Meeting Time, Record of Actions, and Agenda Format
Agenda Action:	Resolution

Recommendation

(1) Adopt a resolution of the City Council modifying City Council Protocols regarding the starting time of City Council regular meetings.

(2) Endorse changing the method of recording routine actions from both minutes and resolutions to minute orders without resolutions.

(3) Endorse separating the agendas for the City of Belmont City Council and Belmont Fire Protection District Board of Directors.

(4) Adopt a resolution of the Belmont Fire Protection District Board of Directors allowing for the cancellation of regular board meetings when no business is scheduled.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

As part of the City's Strategic Focus Area of Fiscal and Organizational Sustainability to continuously evaluate organizational effectiveness to meet the goal of long-term financial stability and investment in our employees to strengthen organizational development and effectiveness, staff is recommending changes to the City Council's meeting protocols as further described below.

Regular Meeting Starting Time

Government Code Section 54954 requires the City Council to set the date and time of its regular meetings. Belmont City Code Section 2-1 sets regular meeting dates for the second and fourth Tuesday of each month. The City Council's Protocols currently set the time as commencing at 7:00 p.m. in the City Council Chambers at Belmont City Hall.

To accommodate certain items of business, and to help keep meetings from running too late into the evening, Council business items such as study sessions and closed sessions are frequently scheduled before the current regular meeting start time of 7 p.m., requiring the City Clerk to prepare and process a

separate special meeting notice each time council business is scheduled to begin before the regular meeting start time. The special meeting notice must be separately prepared, loaded into the agenda software system, posted to the city website and bulletin boards, notice set out, and a separate set of minutes created and maintained.

Record of Actions

Actions taken by the Council are memorialized in written minutes of each meeting. Minutes identify the topic of discussion or action, memorialize the substance of final motions and the votes of the members, the resolution or ordinance number if the action is incorporated into a resolution or ordinance, and will also typically reflect the names of public speakers (if provided) and a brief summary of comment from the public, staff and Council on the item. City Council meeting minutes are permanently maintained by the City Clerk's Office in paper form, presently.

Staff currently incorporate many routine council actions into formal resolutions when presenting the matter to the Council for consideration. This means that for most routine business matters a formal resolution is drafted, uploaded to the agenda, conformed and processed for signature upon adoption, filed and permanently maintained in paper form.

Agenda Format

Currently, staff combine the business for the city of Belmont City Council and the Belmont Fire Protection District Board of Directors (which is composed of the members of the City Council) into a single combined agenda. This structure has been in place since the District operated the fire department function for the City and frequently had business on the agenda. Although the agenda for both the City and District is combined, separate minutes are kept for each entity for each regular meeting. After consolidating the fire department function into the San Mateo Consolidated Fire Department joint powers authority with the cities of San Mateo and Foster City, the District now has business items on the agenda a few times a year at most.

Fire District Board Meetings

Belmont Fire Protection District Ordinance 2014-001 establishes the regular meetings schedule of the District Board of Directors to correspond with the regular meeting schedule of the City of Belmont City Council.

Analysis

Changing the official regular meeting starting time from 7 p.m. to 6 p.m. but keeping 7 p.m. as the typical start time when convenience or necessity do not require an earlier start, Council can substantially improve the efficiency of the agenda process without affecting the current timing and flow of meeting business and public expectations. Adopting an earlier start time will allow typical special meeting agenda items to be consolidated into regular meeting agendas. This will reduce staff time needed to set up separate agendas for typical special meeting items, eliminate duplicative recordkeeping and minute preparation, simplify agenda management and help avoid errors.

If changed, regular meetings would officially begin at 6 p.m., however if there are no study sessions, special presentations, closed sessions, or other need to begin before 7 p.m., the agenda will reflect that there are no business items scheduled between 6 p.m. and 7 p.m. and that the meeting will be recessed until 7 p.m. Following this agenda structure will allow the current flow of Council business under the new start time to be maintained with general public comment, announcements, consent, public hearings, general business, brief reports and matters of interest/clarification beginning and occurring in the same sequence as if the current 7 p.m. start time had not been changed.

Most council actions are not required by state or local law to be incorporated into a resolution. In the absence of a specific statutory or local ordinance requiring action to be taken by resolution, council actions may simply be taken by motion which may be summarized in a minute order memorialized in the minutes. The agenda materials will typically describe the action that is proposed to be taken by minute order. Minute orders are brief, concise records of actions taken by the City Council during meetings, providing a more efficient alternative to resolutions for routine agenda items. Taking routine action by minute order will streamline the document creation and management process while maintaining clarity and accountability in decision-making. Minute orders will enhance the efficiency of council proceedings and optimize resource utilization without compromising transparency or procedural integrity.

With Council's endorsement, going forward staff will separate the business of the City and District into separate agenda. This will streamline the Council agenda and eliminate the need to keep minutes for District Board for each Council meeting, enhancing operational efficiency by reducing unnecessary record creation and management.

To avoid the need to post a regular agenda and maintain minutes for the District when no business is scheduled, staff recommends that the Council, sitting as the District's Board of Directors, adopt a resolution cancelling regular meetings of the Board whenever the Secretary does not post an agenda for the Board's regular meeting, except for the required quarterly meeting as provided in Health and Safety Code Section 13855.

Overall, these proposed changes are a proactive approach to enhance the effectiveness and accessibility of City Council meetings and better serve the needs of the community and foster greater civic engagement and participation. This effort is in alignment with the City's Strategic Focus Area to invest in systems and process to promote innovation, effectiveness, and financial stewardship.

Alternatives

1. Provide staff with alternative direction
2. Take no action

Attachments

A. Redlined Council Protocols

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed:

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT MODIFYING CITY COUNCIL PROTOCOLS REGARDING THE STARTING TIME OF CITY COUNCIL REGULAR MEETINGS.

WHEREAS, Government Code Section 54954 requires the City Council to set the date and time of its regular meetings, and Belmont City Code Section 2-1 sets regular meeting dates for the second and fourth Tuesday of each month; and,

WHEREAS, the current starting time for regular City Council meetings is set at 7:00 p.m. often necessitating separate special meeting notices for items scheduled before the regular meeting start time, resulting in duplicated efforts and increased administrative workload; and,

WHEREAS, changing the official regular meeting starting time to 6:00 p.m. will streamline the agenda process, reduce staff time needed for separate special meeting notices, eliminate duplicative recordkeeping, simplify agenda management, and help avoid errors without affecting the current timing and flow of meeting business and public expectations; and,

WHEREAS, adopting minute orders as an alternative to resolutions for routine agenda items will enhance the efficiency of council proceedings and optimize resource utilization without compromising transparency or procedural integrity.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Belmont hereby adopts the following resolution:

SECTION 1. Modification of Regular Meeting Starting Time The starting time of regular City Council meetings is hereby changed from 7:00 p.m. to 6:00 p.m.

SECTION 2. Endorsement of Minute Orders Council endorses changing the method of recording routine actions from both minutes and resolutions to minute orders without resolutions.

SECTION 3. Separation of Council and District Agendas Going forward, the agendas for the City of Belmont City Council and the Belmont Fire Protection District Board of Directors shall be separated to streamline the Council agenda and eliminate the need for separate minutes for the District Board at each Council meeting.

* * *

ADOPTED June 25, 2024 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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE BELMONT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS ALLOWING FOR THE CANCELLATION OF BOARD MEETINGS WHEN NO BUSINESS IS SCHEDULED

WHEREAS, the Belmont Fire Protection District Ordinance 2014-001 establishes the regular meetings schedule of the District Board of Directors to correspond with the regular meeting schedule of the City of Belmont City Council; and,

WHEREAS, the Board wishes to allow for the cancellation of board meetings when no business is scheduled, except as needed to comply with Health and Safety Code Section 13855 which mandates that the Fire Protection District Board meet at least once every three months; and,

WHEREAS, the cancellation of board meetings when no business is scheduled will streamline operational efficiency and reduce unnecessary administrative burdens associated with posting agendas and maintaining minutes for the Fire District Board.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Belmont, sitting as the Board of Directors for the Belmont Fire Protection District, resolves as follows:

SECTION 1. In the event the District Board Chairperson determines that there is no business required to be conducted by the Board at any regular meeting, such meeting is not required to be held. If the Secretary does not post an agenda for a regular meeting under Government Code Section 54954.2, then such failure to post is deemed a determination by the Chairperson that there is no business required to be conducted by the Board and, therefore, that the regular meeting should be cancelled, except as needed to meet at least once every three months as provided in Health and Safety Code Section 13855.

* * *

ADOPTED June 25, 2024 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

City Council Protocols

Adopted February 2024

I. PURPOSE

These protocols are designed to assist the City Council and staff by memorializing existing policies, procedures and the general ways of conducting business. Their purpose is also to improve the efficiency and effectiveness of Council and staff. Administration of city business is greatly enhanced by the agreement of the City Council and staff to follow these practices. The protocols are not intended to be overly restrictive and should be considered as guidelines. They should be viewed as an instructive source of guidance so that accepted practices are documented, and expectations are clarified. Practices and policies will change as circumstances arise. With that in mind, the City Council will review and revise these protocols from time to time.

II. COUNCIL MEETINGS

~~Regular Meetings – The City Council's regular meeting schedule is set forth in Belmont City Code (BCC) Section 2-1. Regular meetings are currently held on the second and fourth Tuesday of each month. Regular meetings commence at 7:00 p.m.~~ Regular Meetings – The City Council's regular meeting schedule is set forth in Belmont City Code (BCC) Section 2-1. Regular meetings are currently held on the second and fourth Tuesday of each month. Regular meetings commence at 6 p.m., however if there are no study sessions, special presentations, closed sessions, or other need to begin before 7 p.m., the agenda should reflect that there are no business items scheduled between 6 p.m. and 7 p.m. and that the meeting will be recessed until 7 p.m.

Meetings are held- in the City Council Chambers at Belmont City Hall, One Twin Pines Lane, Belmont, California. The time and location of the Council's regular meetings may be changed by council resolution.

1. Other Locations - The Council may, from time to time, elect to meet at other locations within the city. Notice of a change of location or time will be posted at the front entrance of city hall and entrance to the council chambers and will be shown on the council agenda if known when initially posted.

2. Location During Local Emergency - If, by reason of fire, flood or other emergency, it is unsafe to meet in the council chambers, the meetings may be held for the duration of the emergency at such other place as may be designated by the mayor or, if the mayor does not so designate, by the vice mayor or the city manager.

3. Canceled Meetings – When the date for any regular meeting falls on a legal holiday, the regular meeting for that day shall be deemed canceled unless it is rescheduled to an alternate date.

B. Special Meeting & Emergency Meetings - Special meetings and emergency meetings of the Council may be called from time to time in accordance with the procedures set forth in the Ralph M. Brown Act. (Government Code Section 54950, et. seq.)

C. Adjourned Meetings – The Council may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment in accordance with the procedures set forth in the Ralph M. Brown Act. (Government Code Section 54950, et. seq.)

D. Closed Sessions – The Council may hold closed sessions during any regular or special meeting, or any time otherwise authorized by law, to consider or hear any matter that is authorized by state law to be heard or considered in closed session.

1. Attendance at a closed session is limited to those persons actually necessary to advise or take direction from the Council or otherwise have an essential role to play given the specifically permitted purpose of the session.

2. The matter under consideration will be shown on the Council's agenda in accordance with the Ralph M. Brown Act.

3. Councilmembers may not reveal the nature of discussion or the decision from a closed session unless required by law or unless a majority of the Council agrees in closed session to disclose confidential closed session information, except that the Council must unanimously agree to divulge any confidential closed session information that is attorney/client privileged communications.

E. Cancellation of Regular Meetings – Any meeting of the Council may be canceled in advance by a majority vote of the Councilmembers.

F. Quorum - A majority of the councilmembers is sufficient to do business, and motions may be passed 2–1 if only three attend. There are some actions such as ordinances, resolutions, granting franchises and payment of money that may require at least three affirmative votes. When there is no quorum, the mayor, vice mayor or any councilmember will adjourn the meeting, or if no councilmember is present, the city clerk will adjourn the meeting.

G. Teleconferencing by Council Members – Teleconferencing by councilmembers is permitted, subject to the applicable requirements of the Brown Act. When posting of the agenda is required at the teleconference location, the agenda and information describing the particular location where the teleconference will take place should be posted at or near the main entrance of the facility containing the teleconferenced location as soon as feasible but not less than six hours before commencement of the meeting.

H. Chairperson - The mayor presides at meetings and has authority to enforce the Council's protocols as provided herein and to determine the order of business under the Council's rules.

1. Absence of Mayor - The ice mayor shall act as mayor in the absence or disability of the Mayor.

2. Mayor and Vice Mayor Absence – When the mayor and the vice mayor are absent from any meeting of the Council, the members present may choose another member to act as mayor pro tem, and that person shall, for the time being, have the powers of the mayor.

I. Attendance by the Public - Except as specifically provided by law for closed sessions, all meetings of the Council are open to the public in accordance with the Ralph M. Brown Act. (Government Code Section 54950, et. seq.)

J. Minutes - Minutes of Council meetings will be brief summary minutes. Summary minutes will include final motions with votes. The minutes will also reflect the names of public speakers (if provided) and a brief summary of comment from the public, staff and Council. -The city clerk has exclusive responsibility for preparation of the minutes and directions for corrections to the minutes and adoption of minutes will be made only by majority action of the Council.

1. Timing of Council Approval of Minutes – Minutes of meetings are generally submitted to the Council within two meetings for approval. Any councilmember who was absent from the prior meeting may participate and vote on the approval of the minutes and need not abstain on the approval of the minutes for that meeting.

2. Recordings of Meetings – Meetings held in the council chambers should be digitally recorded and the recordings maintained by the city clerk for the period set forth on the city's retention schedule.

K. Council Agenda - The following rules for the preparation of the meeting agenda are based on the premise that it is in the interest of good government that the Council be fully informed on all matters upon which it is called upon to act. The Council relies upon city staff to perform research, conduct investigations, furnish technical information and recommend solutions to various problems of city government, and recognizes that proper and thorough research and investigation requires time.

The following persons may place matters on the agenda:

1. The city manager, and in the city manager's absence the person designated as acting city manager,

2. The city attorney and in the city attorney's absence, the deputy city attorney.

3. Agenda requests by Councilmembers (Including Mayor) - Any councilmember may place on the agenda under "Matters of Council Interest" a request to have any

city policy or program reviewed or a new issue examined. The agenda item should state the topic to be reviewed or analyzed and the name of the councilmember(s) submitting the request. The councilmember submitting the request should submit a memo or report summarizing his/her position on the matter (included as Appendix A to this document) at least one week prior to the meeting. No staff work is be done for these items before discussion by the entire Council except that Council may briefly discuss the matter with staff prior to placing the item on the agenda. Councilmembers may vote on the item at the meeting if there is no need for additional staff analysis required on the item for the Council to make an informed decision or the Council may direct staff to bring back a report addressing the request at a future meeting.

L. Secretary – The city clerk serves as the secretary the Council. As secretary, the clerk posts agendas, and notices for meetings, attends meetings and assists the chair with the operation of the meeting, and maintains and secures the records of Council meetings.

III. ORDER OF BUSINESS

A. General Order - Business at regular meetings will generally be conducted in accordance with the order of business as outlined on the current agenda template as amended by the city manager from time to time.

B. Action Agenda Items - In accordance with the Ralph M. Brown Act, the body may not take action on any item that did not appear on the posted regular meeting agenda 72 hours before the meeting unless an exception is permitted under Government Code §54950 et. seq.

C. Special Presentations/Proclamations –

1. All special presentations will be calendared and coordinated through the city manager.

2. Honorary Proclamations and Resolutions - All requests should be given to the mayor, through the City Clerk’s Office, for consideration. The subject should be Belmont-related, and it is up to the mayor's discretion whether to prepare such a document or place it on the agenda. Proclamations may also be issued by the mayor “off-line” (i.e., without being placed on the agenda), when deemed by the mayor to be appropriate.

D. Member Announcements – Member announcements will be brief and limited to notification of community events, functions or comments on city operations or projects. Concerns or matters of current, pending or future deliberation by the body are not considered announcements. Individual member announcements should be limited to 3 minutes.

E. Consent Calendar - Agenda items considered routine and non-controversial in nature are calendared on the agenda as “Consent Business.”

1. These items are considered as one item and approved, adopted, accepted, etc. by one motion.

2. Members may comment on consent business items or ask for minor clarifications without removing the item for separate consideration.

3. A member may vote "no" or "abstain" on any consent item without removing it from the consent business.

4. Items requiring deliberation may be removed by a member for separate consideration after consideration of the remaining consent business.

5. The public may comment on the remaining consent business and on removed items before consideration by the body.

F. General Public Comments – A portion of each regular meeting agenda will set aside a period for the public to address the body on items within the body's subject matter jurisdiction that are not listed on the agenda. This public comment period is limited to 15 minutes. Speakers who requested but did not receive an opportunity to speak during this initial comment period will be given an opportunity to address the body later on the agenda.

G. Standard Adjournment - The general hour of adjournment is 10:30 p.m. If items remain on the agenda after the 10:30 p.m. adjournment time, a majority vote of the body can extend the meeting, or a special meeting may be scheduled, or the items deferred to the next meeting. Meeting extension shall be in increments of 30 minutes.

IV. RULES OF DISCUSSION

A. General Procedure - The Council follows Rosenberg's Rules of Order. Consistent with any applicable city ordinance, statute or other legal requirement, any issue of procedure relating to conduct of a meeting or hearing not otherwise provided for herein may be determined by the chair. A ruling of the chair may be appealed by a member upon a seconded motion and is reversed if the motion passes by a majority vote.

B. Role of the Chair – The role of the chair is to preside at the meeting, facilitate discussion, maintain order, and ensure the body's business is conducted efficiently and effectively.. In the role as facilitator, the chair will assist the members to focus on their agenda, discussion and deliberations. The chair has authority to prevent the misuse of motions, or the abuse of any privilege, or obstruction of the business of the body by ruling any such matter out of order. In so ruling, the chair should be courteous and fair and should presume that the moving party is acting in good faith.

C. Member Deliberation & Order of Speakers - The chair is responsible to control the debate and the order of speakers. Speakers will generally be called in the order the requests to speak were received by the Secretary.

D. Questions Addressed to Another Member - With the concurrence of the chair, a member holding the floor may address a question to another member; that member may respond while the floor is still held by the member asking the question. A member may opt not to answer a question while another member has the floor.

E. Limit Deliberations to Item at Hand - Members will limit their comments to the subject matter, item or motion currently being considered by the body.

F. Length of Members Comments - Members will govern themselves as to the length of their comments or presentation. The chair will assist members by signaling when the member has been speaking for over five minutes.

G. Obtaining the Floor - Any member wishing to speak must first obtain the floor by being recognized by the chair. The chair must recognize any member who seeks the floor when appropriately entitled to do so.

H. Motions - Motions may be made by any member, including the chair, providing that before a motion is offered by the chair, the opportunity for making a motion should be offered to other members. Any member, other than the person offering the motion, may second a motion.

I. Ordinances - Motions introducing ordinances are deemed to include waiver of full reading of the ordinance after reading of the title in accordance with Government Code Section 36934 unless otherwise specifically stated.

J. Voting - Any member present at a meeting when a question comes up for a vote should vote for or against the measure unless he/she is disqualified (recused) from voting and abstains because of such disqualification. If a member is recused, he or she should state the reason for the recusal for the record, and should leave the room. A vote, including a roll call vote, may be registered by the members by answering “yes” or “aye” for an affirmative vote or “no” or “nay” for a negative vote. Regardless of the manner of voting, the results reflecting all "ayes" and "noes" must be clearly set forth for the record by the secretary.

K. Abstention - An abstention does not count as a vote for or against a matter. If a member abstains, he/she is counted as present for quorum purposes but is not deemed to be “voting” for purposes of determining whether there has been a “majority vote of those members present and voting.”

L. Tie Votes - A tie vote results in a lost motion. In such an instance, any member may offer a motion for further action. If there is no action by an affirmative vote, the result is no action. If the matter involves an appeal, and an affirmative vote does not occur, the result is that the decision appealed stands as decided by the decision-making person or body from which the appeal was taken.

M. Non-Observance of Rule - Rules adopted to expedite and facilitate the transaction of the business of the body in an orderly fashion shall be deemed to be procedural only, and the

failure to strictly observe any such rules shall not affect the jurisdiction of, or invalidate any action taken by the body.

N. Code of Ethics and Conduct – The Council has adopted the Code of Ethics and Conduct for Elected Appointed Officials which expresses standards of ethical conduct expected for members of the Council, boards and commissions and requires acknowledgment by the members that they have read and understand the Code of Ethics and Conduct.

V. ADDRESSING THE BODY

A. Public Comments.

1. Opportunity to Comment - Any person wishing to address the body on an item that is scheduled on the agenda will be given the opportunity to make those comments when that item is being considered.

2. Time Limits – Public comments are limited to three minutes each. The chair may adjust the time limit per speaker as he or she determines is reasonably necessary for the orderly and efficient conduct of the body's business. Time limits are for each individual speaker submitting a card, and time cannot be "donated" to other speakers.

3. Group Comments – In order to expedite matters and to avoid repetitious presentations, the designation of a spokesperson is encouraged. Whenever any group of persons wishes to address the body on the same subject matter, those persons are encouraged to designate a spokesperson to address the body. The chair may extend the time allocation for a designated spokesperson.

4. Use of AV Technology by the Public – Members of the public may not use any technology to play amplify sound or project or display still or moving images during public comment or other portions of the meeting. These restrictions do not apply to presentations by project applicants and appellants relevant to an application or appeal.

5. Repetitious or Dilatory Comments – Speakers may not present the same or substantially same items or arguments to the body repeatedly or be repetitious or dilatory in presenting their oral comments. If a matter has been presented orally before the body, whether the body has taken action, or determined to take no action, the same or substantially same matter may not be presented orally by the same person any further. Nothing in the foregoing precludes submission of comments to the body in writing for such action or non-action as the body, in its discretion, may deem appropriate.

6. Comments in Writing Encouraged - Members of the public may submit, and are encouraged to submit, comments in writing to the body relating to any items of the bodies business, whether on the agenda or otherwise. Such written comments will be distributed to the members and considered and acted upon, or not acted upon, as the body in its judgment may deem appropriate.

7. Rules for Public Comment

a. Speakers are requested to be succinct and not repeat themselves. When recognized to speak on an agenda item, focus your remarks to that item.

- Speakers who have become repetitious may be interrupted by the chair and asked to offer any additional points on the matter not previously made and if none to conclude their remarks.

- If a speaker continues to repeat themselves, the chair may rule the speaker out of order and not allow the speaker to offer further comment on that agenda item.

b. A speaker's comments must be relevant to the agenda item on which they have requested to speak.

- Speakers whose comments are not relevant to the agenda item may be interrupted by the chair and asked to limit their comments to that agenda item.

- If a speaker continues to address topics not relevant to the agenda item, the chair rule may rule the speaker out of order and not allow the speaker to offer further comment on that agenda item.

c. Speakers who are interrupted by the chair must cease speaking.

- Speakers who continue speaking or speak over the chair may be ruled out of order and not allowed to speaker further at the meeting.

B. Audience Decorum

1. Rules for Participation

a. Audience members may attend, observe and record meetings in a matter that respects the rights of others and the orderly conduct of the body's business.

b. Audience members may not engage in behavior that disrupts a meeting. "Disrupting a meeting" means behavior that substantially impairs the ability of the body to orderly and efficiently conduct the meeting, or substantially interferes with the rights of other audience members. Disruptive behavior includes the following. This list is not all inclusive:

- Shouting from the audience.

- Interrupting or speaking over a person at the podium who has been recognized to speak by the chair.

- Clapping, booing, or other expressions of support or opposition to a speaker or to the body's discussion or decision.
- Verbally harassing or physically confronting audience members.
- Interrupting staff while engaged with the body.
- Interrupting the body while it is considering a matter.
- Continuing to speak at the podium once the chair has announced the person's time is up.

C. Enforcement Protocol. The goal of enforcement is restoring order, not punishment for failure to follow the rules and should be guided as follows.

1. The chair is bound to enforce the rules of audience decorum and public comment fairly and without regard to viewpoint of the speaker; that is, without regard to whether the person is for or against a particular matter coming before the body, and without regard to whether the chair agrees or disagrees with the speaker or likes or dislikes the speaker's message.

2. When enforcing the rules, the chair should provide education before warnings, and warnings before curtailing a person's participation rights, unless the circumstances clearly justify otherwise. The chair should consider calling a recess whenever doing so may help de-escalate a situation.

3. Removal from the meeting.

   a. The chair may eject a person from a meeting only if the person willfully disrupts the meeting and only as necessary to restore order.

   b. A warning must be given before ejecting a person unless the person is engaging in behavior that constitutes use of force or a true threat of force.

   c. The warning must inform the person that their behavior is disrupting the meeting and that the failure of the person to cease their behavior may result in their removal. A person who does not promptly cease their disruptive behavior may then be removed.

   d. "Willfully disrupting a meeting" means conduct that actually disrupts a meeting when: (1) the person has knowledge of these rules or (2) engages in conduct with the purpose of disrupting the meeting or (3) has been warned by the chair not to engage in disruptive behavior.

   e. "True threat of force" means a threat that has sufficient indicia of intent and seriousness that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

f. An ejection may be for part or all of the meeting and should be for only as long as necessary to restore order.

g. If order cannot be stored by ejecting disruptive individuals, the Chair may order the room cleared with the exception of news media who have not participated in the disturbance. Other persons who did not participate in the disturbance may be allowed to re-enter the room.

D. Criticism not Prohibited. These rules do not prohibit public criticism of policies programs or services, or of the body, city employees, or the city.

E. Presentation of Agenda Items. The procedure for considering agenda items other than quasi-adjudicative items is as follows:

1. Staff – The staff presents its report. Members may ask questions of staff if they so desire but should refrain from discussing the substance of the matter at this point.

2. Public Comments – Before acting on the merits of the issue being heard, the chair will inquire if any persons are present who desire to provide public comment regarding the matter.

3. Consideration – The opportunity for public comment is closed and member discussion and consideration occurs. In this connection, there may be further questions of or comments by staff or consultants, or questions by the members of others as deemed necessary or appropriate without reopening the public input portion.

4. Decision occurs via motion.

F. Presentation of Quasi-Adjudicative Agenda Items. The procedure for considering agenda items for discretionary permits, entitlements, and other decisions requiring quasi-judicial decision making is as follows:

1. Staff – The staff presents its report. Members may ask questions of staff if they so desire but should refrain from discussing the substance of the matter at this point.

2. Project Applicants and Appellants (if applicable) – A project applicant, followed by a project appellant if any and different from the applicant, or other person or entity with a substantial, direct property interest in an agenda item, or any duly designated representative of such a person or entity, will have the opportunity to present their comments, testimony, or argument. Applicants and appellants are encouraged to be succinct in their presentations.

3. Public Comments – Before acting on the merits of the issue being heard, the chair will inquire if any persons are present who desire to speak or to present evidence regarding the matter.

4. Rebuttal – Following public comment, project applicant and project appellant (if any, and if different from the project applicant) will each be given an opportunity to provide rebuttal or clarification of any issues raised. The chair may determine the appropriate time limit for rebuttal. Applicants and appellants are encouraged to be succinct in their presentations.

5. Consideration – Member discussion and consideration occurs after public comment and any rebuttal. In this connection, there may be further questions of or comments by staff, or questions by the members of others (including Applicant or Appellant) as deemed necessary or appropriate without reopening the public comment portion.

6. Decision occurs via motion.

7. The chair or secretary announces the final decision.

G. Presentations Submitted in Writing – All persons interested in an agenda item may submit written evidence or remarks, as well as other graphic evidence (including paper copies of electronic presentations). Persons (including project applicants or appellants) who anticipate lengthy presentations are encouraged to submit comments in writing, in advance, to the secretary, for prior distribution to the members and other interested parties, whenever possible, by the Thursday morning preceding the Tuesday meeting at which the item will be considered, and if that is not possible, at the earliest feasible time before the meeting. In addition, submission of comments in writing is encouraged in lieu of possible lengthy oral presentations that may not be permitted. All such written material is a public record.

H. Due Process – The chair will conduct the meeting in such a manner as to afford due process.

I. Germane Comments – No person will be permitted during the hearing to speak about matters or present evidence that is not germane to the matter being considered. The chair determines whether a comment is relevant unless a member requests that the Council determine relevance.

J. Continuance of Hearings – Any hearing may be continued or re-continued to any subsequent meeting by order or a notice of continuance.

K. Communications and Petitions – Written communications and petitions concerning the subject matter of the hearing will be noted, read aloud, or summarized by the chair. Written communications will be read in full if requested by a member.

L. Admissible Evidence – Hearings need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence may be considered if it is the sort of evidence upon which responsible persons are accustomed to rely in the conduct of serious affairs.

M. Waiver of Rules – Any of the foregoing rules may be waived by majority vote of the members present when it is deemed that there is good cause to do so based upon the particular facts and circumstances involved.

N. Non Exclusive Rules – These rules are not exclusive and do not limit the inherent power and general legal authority of the body, or the chair, to govern the conduct of its meetings as it considers appropriate from for the orderly and effective conduct of business.

VI. VICE MAYOR

A. Selection –

1. The member holding the office of vice mayor rotates annually.

2. The Council will choose a vice mayor by a majority vote at the first regular meeting in December in non-election years, and at the meeting certifying the election of new councilmembers in election years.

3. In order to provide the maximum opportunity for each member to serve as vice mayor the Council should nominate the member with the longest contiguous tenure of more than one year on the Council without serving as vice mayor. If a tie, the tie-breaker is as follows:

   a. Nominate the member who has served fewest times as vice mayor.

   b. If there is a tie, nominate the member based on the alphabetical order of their last name; if there is still a tie, the tie-breaker should be based on the alphabetical order of their first name.

B. Mayoral Duties –

In addition to facilitating Council meetings, the mayor determines the seating order on the City Council dais, and is the primary spokesperson for community events, meetings, and ceremonial events (such as ground-breakings or ribbon cuttings). The mayor may delegate this authority to the vice mayor, other member, or a staff member.

VII. COUNCIL MEMBER ADMINISTRATIVE SUPPORT

A. Incoming Correspondence.

1. Correspondence addressed to the Council, and correspondence addressed to the Mayor requiring a response from staff, are copied to all councilmembers.

2. Correspondence addressed to an individual councilmember will not be copied to the other councilmembers.

3. The group Council email address shall also include the city clerk to ensure that the communication is retained for the record and so the city clerk may coordinate a response if one is deemed necessary.

4. All correspondence, including email, addressed to the City Council will be retained by the City in accordance with its retention schedule.

B. Outgoing Correspondence.

1. All Councilmember correspondence using city resources (letterhead, typing, staff support, postage, etc.) will reflect the position of the full Council not an individual councilmember position.

2. Staff responses to correspondence addressed to Council will be copied to the full Council and city clerk along with the original community correspondence.

C. Personal Correspondence - Councilmembers should use only personal stationery for communications reflecting their personal positions. These communications will be prepared and sent at the expense of individual Councilmembers.

D. Master Calendar - A master calendar of City Council events, functions or meetings will be provided to the full City Council. Functions, events or meetings to be attended by individual councilmembers will not be included on the master calendar.

E. Requests for Research or Information - Councilmembers may request information or research from the city manager or department heads on a given topic directly when it is anticipated that the request can be completed by staff in less than an hour. Councilmember requests for research or information that is anticipated to take staff more than one hour to complete should be directed to the city manager. Requests for new information or policy direction can be brought to the full Council at a regular meeting for consideration under “Matters of Council Interest”. All written products will be copied to the full City Council.

F. Council Notification of Significant Incidents - In conjunction with the City Manager's Office, the Police Department and the Fire Department will coordinate the notification to City Council of major crime, fire or other incidents.

G. Reimbursements - Consistent with AB 1234, reimbursement of councilmember expenses shall conform to City Council Resolution No. 9749 and any authorized amendments thereto.

H. Compensation - The City Council will be compensated in accordance with Ordinance 896 or any future updates.

VIII. INTERGOVERNMENTAL ASSIGNMENTS

A. The Council will review intergovernmental assignments at least annually.

B. The mayor may make temporary intergovernmental assignments with the consent of the person assigned whenever there is a vacancy in both the primary and any alternate seat.

IX. CITY ADVISORY BODY APPOINTMENTS

Appointment and re-appointment to a city advisory body should be based on such criteria as expertise, ability to work well with staff and the public, commitment to fulfilling official duties, effectiveness as a representative of the City Council and city government, and commitment, fidelity and adherence to city values, policies, priorities and expectations as expressed by the City Council, including the Code of Ethics and Conduct for Elected and Appointed Officials. To facilitate the appointment and approval process for city advisory bodies, the following procedures will be used:

A. Whenever a membership vacancy occurs or will soon occur, the city clerk will post a notice of the vacancy notifying the public of the vacancy.

B. All persons interested in being considered for service on the body must file with the city clerk an application indicating an interest in serving.

C. In order to expedite the process should a vacancy occur within one year of interviews, staff is authorized to contact applicants who were not selected to see if she/he is still interested in serving.

D. The names of those applicants interested in being appointed will be brought directly to Council at a meeting for consideration to be interviewed or for alternative direction.

E. The whole Council will interview the selected applicants..

F. The Council will consider whether or not to appoint one or more or none of the applicants to an available seat. The Council will discuss the candidates and deliberate on potential appointments as the body determines.

    1. Discussion and deliberation may be predicated on a nomination process in which the mayor calls for nominations for a seat or seats and each member may offer nominations for each seat. A nomination requires a second. Discussion and deliberation regarding the nominees then follows.

    2. Discussion and deliberation may include members informally ranking their preference for some, all, or none of the applicants (or nominees if a nomination process is used) for a particular seat with appointment predicated on collective consensus. A consensus to appoint is memorialized by motion approving the appointment(s).

    3. Appointments will be presumed made to align to the appointment periods in BCC Section 2-166 for the particular city advisory body and appointment cycle in BCC Section 2-162(d), unless the Council determines otherwise.

G. After the Council concludes consideration of the applicants, if fewer than the minimum number of seats for a body as expressed in BCC Section 2-166 are filled, the city clerk will repost a notice of vacancy or take such other action as the Council directs. The Council may also direct the clerk to repost if fewer than the maximum number of seats are filled.

H. City advisory body appointees are at will and serve at the pleasure of the City Council. The Council may remove an appointee from office by declaring the appointed office vacant at any time without cause during an open session of a meeting held in accordance with the requirements of the Brown Act.

I. Any councilmember including the mayor may place on an agenda the question whether to declare vacant an appointed city advisory body seat, and thereby remove the current holder of the seat, by following the protocol for "Matters of Council Interest". A copy of the published agenda and any report should be provided to the holder of the seat at the earliest opportunity in a reasonable manner intended to provide notice of the agenda item and meeting information.

X. COUNCIL VACANCY

Whenever a vacancy occurs in the office of a councilmember or the mayor, the Council will fill the vacancy by appointment or special election in accordance with the procedures set forth in Government Code section 36512 and 34902.

XI. FAILURE TO OBSERVE PROTOCOLS

These protocols are adopted to expedite the transaction of the business of city legislative bodies in an orderly fashion and are procedural only and the failure to strictly observe such rules does not affect the jurisdiction of the City Council or a city advisory body or invalidate action taken at a meeting that is otherwise held in conformity with law.

Appendix A

Council Agenda Item 11
Matter of Council
Interest/Clarification

Meeting Date:

Councilmember(s):

Item Title:

Description of Issue/Request:
(Briefly describe what the issue is about and what you are asking from the City Council, providing as much background information as possible so that the rest of Council has a general idea what the request is about. This will assist staff in ascertaining its future involvement as well.)

> **Ex**: I am requesting the Council consider a resolution supporting legislation regarding (fill in the blank), or, I would like the Council to consider an ordinance (fill in the blank).

Approximately how much staff involvement will this item take?
(Describe types of tasks you think staff will need to undertake to report back to Council with more information, or to implement whatever process/procedure you are proposing. Be realistic!)

Financial Implications?
(You may need to take a guess at this, or it may be "not applicable" or "negligible".)

How time sensitive is this issue?
(How does this idea match the goals of the General Plan or Vision Statement?)

General Plan/Vision Statement.

Attachments
A.

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Elizabeth Wada, Public Works, (650) 595-7468, ewada@belmont.gov
Agenda Title:	Craftwater Engineering Agreement Amendment #4
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a fourth amendment to the agreement with Craftwater Engineering, Inc., for additional services for an amount of $142,065, for a total contract cost to a not-to-exceed $1,441,503.

Strategic Focus Area

Infrastructure and Mobility

Background

On June 3, 2022, the City entered into an Architectural and Engineering Service Agreement with Craftwater Engineering, Inc. (hereinafter "Consultant"), for the design and implementation of the Twin Pines Park Storm Water Capture Project (hereinafter "Project") in the amount of $913,334 for professional engineering services for the implementation of a storm water detention basin to improve stormwater quality and alleviate flooding, which includes but is not limited to engineering design, construction plans and specifications, preparing documentation to satisfy the California Environmental Quality Act (CEQA), securing environmental regulatory permits, and public outreach. Consultant has completed the 60% plans, specifications, and engineer's estimate (PS&E) and is in the process of developing the 90% PS&E. The $913,334 is funded by a California Natural Resources Agency General Fund Specified Grant.

On February 28, 2023, the City adopted Resolution No. 2023-020, authorizing an amendment to the contract with Craftwater Engineering, Inc., for $85,070 for additional services that include archaeological testing and reporting for the Project. The archeological testing report results triggered the need for a second amendment to the contract that includes a Focused Environmental Impact Report (EIR) for $213,061, resulting in the adoption of Resolution No. 2023-082 on October 24, 2023, for the preparation of the EIR.

On March 26, 2024, the City adopted Resolution No. 2024-20, authorizing an amendment to the contract with Craftwater Engineering, Inc., for $85,070 for additional services including a supplemental topographic survey of the Meadow in Twin Pines Park for restoration and the inclusion of a pump station and electrical design for the Project. This change was as a result of the Project's final Hydrology and Hydraulic Analysis' determination for the most cost-effective sized basin (9 ac-ft volume) and the need for a pumping system.

Analysis

The original scope for the Landscape Architect was limited to the parking lot area for the restoration of tree wells and the necessary plantings and irrigation. The restoration of the Meadow and providing a site that follows the Twin Pines Park Master Plan significantly increased the design load placed on the Landscape team and requires additional effort. Additionally, the Parks and Recreation Department has indicated the importance of the existing trees and asked that an arborist be provided to give recommendations on the design and tree protection standards. This amendment also brings in an outside arborist to provide the needed tree protection information.

Construction staging is limited due to the desire to keep as many facilities open during construction. The Meadow was identified as a feasible staging location as it would preserve the most public parking spaces and allow the opportunity to restore the Meadow aligned with the Twin Pines Park Master Plan. The updated facility would follow all current accessibility standards while providing a beneficial usable space for the community. There is also additional electrical design required for lighting and power in the Meadow, as well as a reconfiguration of the Belmont Police Department motorized gate.

The new scope of services amends Task 10 – 90% and 100% PS&E of the Storm Water Basin to include "Meadow Civil Design" and "Additional Electrical Design", with full details of work found in Exhibit 1.

The proposed budget for the revised scope of services is not to exceed $142,065. An amount of $125,000 has been augmented from the Twin Pines Park Master Plan Implementation Projects (Account No. 399-3-810-8104-9030) to the Twin Pines Park Stormwater Capture Project (Account No. 399-3-760-6025-9030). The remaining $17,065 will utilize funds from the $7,451,000 construction phase of the Project. Upon authorization of this amendment, the total agreement cost, including the original scope of service and amendments, is $1,441,503.

Alternatives

1. Take No Action.
2. Refer back to staff for more information.

Attachments

A. Resolution
B. Exhibit 1 – Additional Scope of Work

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: $142,065 is budgeted in the Twin Pines Park Stormwater Capture Project (Account No. 399-3-760-6025-9030)

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FOURTH AMENDMENT TO THE CONTRACT WITH CRAFTWATER ENGINEERING, INC., FOR ADDITIONAL SERVICES INCLUDING THE RESTORATION OF THE MEADOW IN TWIN PINES PARK PER THE TWIN PINES PARK MASTER PLAN AND ADDITIONAL ELECTRICAL DESIGN FOR THE MEADOW, WEIRS FOR THE BASIN'S DIVERSION STRUCTURE, AND AN IMPROVED MOTORIZED GATE FOR BELMONT POLICE DEPARTMENT FOR AN ADDITIONAL AMOUNT OF $142,065, FOR A TOTAL CONTRACT COST TO A NOT-TO-EXCEED AMOUNT OF $1,441,503.

WHEREAS, On March 26, 2024, the City adopted Resolution No. 2024-20, authorizing an amendment to the contract with Craftwater Engineering, Inc., for $85,070 for additional services including a supplemental topographic survey of the Meadow in Twin Pines Park for restoration and the inclusion of a pump station and electrical design for the Project; and,

WHEREAS, The original scope for the Landscape Architect was limited to the parking lot area for the restoration of tree wells and the necessary plantings and irrigation. The restoration of the Meadow and providing a site that follows the Twin Pines Park Master Plan significantly increased the design load placed on the Landscape team and requires additional effort. Additionally, the Parks and Recreation Department has indicated the importance of the existing trees and asked that an arborist be provided to give recommendations on the design and tree protection standards. This amendment also brings in an outside arborist to provide the needed tree protection information; and,

WHEREAS, Construction staging is limited due to the desire to keep as many facilities open during construction. The Meadow was identified as a worthwhile staging location as it would not increase or decrease public parking impacts and allow the opportunity to restore the Meadow aligned with the Twin Pines Park Master Plan. The updated facility would follow all current accessibility standards while providing a beneficial usable space for the community. There is also additional electrical design required for lighting and power in the Meadow, as well as a reconfiguration of the Belmont Police Department motorized gate; and,

WHEREAS, The new scope of services amends Task 10 – 90% and 100% PS&E of the Storm Water Basin to include "Meadow Civil Design" and "Additional Electrical Design", with full details of the work found in Exhibit 1.; and,

WHEREAS, the overall Project design cost is $1,441,503, with $125,000 augmented from the Twin Pines Park Master Plan Implementation Projects (Account No. 399-3-810-8104-9030) to the Twin Pines Park Stormwater Capture Project (Account No. 399-3-760-6025-9030). The remaining $17,065 will utilize funds from the $7,451,000 construction phase of 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 execute an amendment to the contract with Craftwater Engineering, Inc., for additional services including the restoration of the Meadow in Twin Pines Park per the Twin Pines Park Master Plan and additional electrical design for the Meadow, weirs for the basin's diversion structure, and an improved motorized gate for Belmont Police Department for an additional amount of $142,065, for a total contract cost to a not-to-exceed amount of $1,441,503.

* * *

ADOPTED June 25, 2024 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

EXHIBIT 1

1.3 SCOPE OF SERVICES

Task 10. 90% and 100% PS&E of the Storm Water Basin

Meadow Civil Design

The Craftwater team will provide grading and site civil features for the improved Meadow area of Twin Pines Park. The Landscape team will provide the desired layout and our team will work to ensure proper drainage and grading. Our team will develop the grading sheets and civil details associated with the Meadow area. We will develop 90% and 100% drawings, key specifications, and a construction cost estimate for the newly added area.

Most plan sheets will be at 1" = 20' scale. We anticipate including a few plan sheets that will show overall layouts, and these may be at 1" = 50' scale. In addition, it may be necessary for us to include a few detailed plans, at a larger scale such as 1" = 10'.

The delivery methods and milestones outlined in the current Approach Work Plan will hold true for the deliverables for the Meadow area.

Additional Electrical Design

The Craftwater team will prepare additional electrical design for the newly included project components:

1) Lighting and outlets for the Meadow area of the park,
2) Motorized weirs for the diversion structure, and
3) Motorized gate for the police department including a gate controller/operator and card reader.

The designs will include:

- Electrical Plans, Schedules, Diagrams
- Controls Diagrams Including Operating Level Setpoint Information

The construction cost estimate will be presented in a spreadsheet form, organized to identify unit and lump sum costs as applicable, and identify quantities of materials to be incorporated into the work.

We will incorporate all comments from the City from the 90% design into the 100% design deliverable package.

FEE PROPOSAL FOR:	Amendment #4 to Contract No. 2022-18 for Twin Pines Park Storm Water Capture Project	craftwater engineering, inc.
Contract Type: Time & Materials	Additional landscape design within the 'Meadow' and arborist for the detention basin	Submitted To: City of Belmont (Elizabeth Wada)

Task Description	CRAFTWATER ENGINEERING INC								ODCs		TOTAL COST				
	Principal	QA/QC Manager & Technical Oversite	Project Manager	Senior Engineer & Design Manager	Associate Engineer	Junior Engineer	Total Labor Hours	Total Labor Effort	Reproduction & Fees No Markup	Total ODCs	Subcontracts (Gates&Associates)	Subcontracts (ARBORIST)	Subcontracts (Yao&Associates)	Total Subconsultants	TOTAL EFFORT
Billing Rates	277.00	256.00	226.00	210.00	174.00	138.00									
Task 10. 90% and 100% PS&E of the Storm Water Basin															
10.1 90% PS&E		2	8	8	20	40	78	13,000	1,400	1,400	95,375	5,500	29,038	129,913	144,313
10.2 100% PS&E		2	4	4	10	20	40	6,756		-	22,739		19,503	42,242	48,998
SUBTOTAL Task 10. 90% and 100% PS&E of the Storm Water Basin	**-**	**4**	**12**	**12**	**30**	**60**	**118**	**19,756**			**118,114**	**5,500**	**48,541**	**172,155**	**193,311**
Task 12. Construction Permits and Bid Package															
12.1 Bid Package Support							-	-		-	6,840			6,840	6,840
SUBTOTAL Task 12. Construction Permits and Bid Package	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**			**6,840**	**-**	**-**	**6,840**	**6,840**
GRAND TOTAL (Not-to-Exceed)	**277**	**260**	**12**	**12**	**30**	**60**	**118**	**19,756**	**1,400**	**1,400**	**124,954**	**5,500**	**48,541**	**178,995**	**200,151**
ALREADY SCOPED IN CONTRACT											**(58,086)**			**(58,086)**	**(58,086)**
GRAND TOTAL (Not-to-Exceed)	**-**	**4**	**12**	**12**	**30**	**60**	**118**	**19,756**	**1,400**	**1,400**	**66,868**	**5,500**	**48,541**	**120,909**	**142,065**

January 15, 2024

Merrill Taylor
801-380-6498
Merrill.taylor@craftwaterinc.com

Dear Merrill

Thank you for the opportunity to submit the following revised proposal for landscape architectural services for Twin Pines Park, Belmont.

Please call me with any questions you have. If the attached workscope is acceptable, please sign a copy of this letter and return to us for our files.

Sincerely,

Chuck Gardella
Principal | Gates + Associates

SCOPE OF SERVICES

This agreement is made as of January 15, 2024 by and between Gates + Associates, (GATES) [California License No. 6032], a California corporation, and Craftwater (Client).

As provided in this Agreement, GATES will provide landscape architectural services for the following project (the "Project"):

Twin Pines Park Landscape shall include replacement of landscape planting and irrigation within the parking lot, adjacent landscape areas impacted by proposed construction, and replacement of the Meadow which shall be utilized for construction staging. The existing Park Meadow has several accessibility deficiencies and shall include new paving, site furniture, drinking fountain, shade structure, tables, planting, and irrigation. An optional service has been included to provide design services for a Restroom & Concession building upon approval. At this time Bid Assistance and Construction Administration has not been included within the proposal and can be developed upon request.

I. SERVICES

Task 1.0: Project Administration

Subtask 1.1 Prepare Schedule and Work Plan

NIC

Subtask 1.2 – Prepare invoices, progress reports and scheduling revisions

NIC

Subtask 1.3 – Attend project management related meetings

- Participate in 6 Team coordination meetings.
- Attend 2 City PS&E review meetings
- Attend 3 City coordination meetings

Subtask 1.4 – Community Meeting & Outreach Events

Subtask 1.4a – Community Engagement Plan

NIC

Subtask 1.4b – Outreach Collateral

NIC

Subtask 1.4c– Project Website / Social Media

NIC

Subtask 1.4d – Community Pop-Up Events

NIC

Subtask 1.4e – Community Workshops

NIC

Subtask 1.4f – Commission & Council Presentation

NIC

DELIVERABLES:

MEETINGS:

Team coordination meetings	6
City PS&E review meetings	2
City coordination meetings	3

Task 2.0: Review Existing Background Information

Visit Project's site to inspect site conditions, existing equipment, and facilities to determine the existing conditions and propose recommendations to City for the improvements.

Support design team to identify applicable elements of existing materials including:

- Arborist Report
- Bicycle & Pedestrian Master Plan
- Environmental documents
- Irrigation As Built
- PROS Master Plan
- Twin Pines Park Master Plan
- Twin Pines Tree Succession Plan

Task 3.0: Environmental Investigations, Studies, and Preliminary Engineering Evaluations

NIC

Task 4.0: Prepare Initial Study

NIC

Task 5.0: Draft Environmental Impact Report

NIC

Task 6.0: CEQA Public Noticing and Participation

NIC

Task 7.0: Final Environmental Impact Report

NIC

Task 8.0: 30% Plans, Specifications, and Cost Estimate (PS&E)

Subtask 8.1 Landscape Concept

Work with the client and consulting team to prepare conceptual Landscape Plans of the renovated meadow including:

- Program elements with bubble use and circulation diagram
- Preliminary identification of city preferred products and materials including: site furniture (benches, tables, receptacles, drinking fountain), paving, hardscape, prefabricated shade structures, irrigation equipment, shrub and tree species, and fencing.
- Prepare conceptual cost estimate for review and discussion regarding project budget limitations
- General layout of site elements including:
  - Park Entry plaza
  - Meadow, Shade structure and Picnic zone
  - Prefabricated Restroom (see Optional services)

Finalize Conceptual landscape plan for incorporation into the 90% Plans.

Prepare Rendered Conceptual landscape plan for use by the City in notifications, project updates, and social media.

DELIVERABLES

Landscape Materials palette
Preliminary Landscape Concept Plan
Conceptual cost estimate
Final Rendered Landscape Concept Plan

Task 9.0: 60% PS&E

NIC

Task 10.0: 90% and 100% PS&E

Subtask 10.1 90% PS&E

Coordinate with Design Team on perimeter conforms, site demolition, garbage facilities, accessibility, utilities, storm water, grading, irrigation services, and site lighting.

Coordinate trees to remain with the project arborist

Coordinate creek stabilization / restoration planting with the project biologist for implementation by Gates. Selection of plant material with the creek zone to be provided by the biologist.

Coordinate services to landscape structures and programs required of the project including electrical services, sewer, and potable water for drinking fountain, lighting, and event power (Electrical and wet utilities by others)

Coordinate landscape elements requiring structural engineering with the team's structural engineer.

Coordinate and verify all City standard materials

Prepare 90% Landscape Plans including:

- Cover Sheet
- Tree preservation Plan
- Landscape layout plan
- Planting Plan
- Import Soil Plan
- Irrigation Plan
- Irrigation Calculations
- Landscape Details including irrigation components, site elements, pedestrian paving, site furniture, ornamental fencing, and prefabricated shade structure.

Provide 90% technical specifications, measurement and payment, and bid form of landscape items in City Standard format.
Prepare 90% updated Engineering Cost Estimate
Perform Quality Control review of entire plan set

Subtask 10.2 100% PS&E

Meet with City staff to review City comments and responses to 90% submittal and gain concurrence as to how the documents will be revised to incorporate City comments.
Prepare Provide written response matrix to City's comments on 90% PS&E.
Update 90% Landscape Plans to 100% level
Update specification to 100% level.
Updated Engineering Cost Estimate to 100% level.
Perform Quality Control review of entire plan set

DELIVERABLES

90% PS&E
100% PS&E
Written response matrix

Task 11.0: Prepare Environmental Regulatory Permit Applications

NIC

Task 12.0 Construction Permits and Bid Package

- Meet with City staff to review City comments and responses to 100% submittal and gain concurrence as to how the documents will be revised to incorporate City comments.
- Provide written response matrix to City's comments to the 100% PS&E.
- Coordinate with Prime consultant on permitting departments and agencies requirements.
- Incorporate final comments into final Landscape Bid Plans and Specifications.
- Prepare final Bid stamped and signed construction documents & specifications
- Prepare Final Bid updated Engineering Cost Estimate

DELIVERABLES

Bid PS&E package

Task 13.0 OPTIONAL SERVICES

Subtask 13.1 Prefabricated Restroom

Project shall utilize pre-fabricated restroom building. Building architectural plans and details, calculations, electrical design, mechanical, plumbing, fire, telecom, WiFi systems, and LEED accreditation of a prefabricated building is not included within the scope of services as the intent is to provide design intent drawings and specifications for the selected contractor to provide the required detailed information as a deferred submittal upon award of contract.

The optional scope of work shall include:
Integrate Restroom into conceptual layout
Review Prefabricated Restroom vendors, options for concession and storage, materials, finishes, colors, vandal proof fixtures, lighting, graffiti coatings, security, sizing and user capacity options with City Staff.
Develop conceptual elevation and plan layout options for City review
Provide restroom cost estimate
Once a final prefabricated restroom vendor has been selected, the design team shall coordinate the electrical, sewer, storm drain and foundation needs.
Develop final specifications, elevation and plan layout for integration into the 90%, 100% and Bid PS&E as design intent drawings.

II. ADDITIONAL CONDITIONS

A. Meetings

1. Attendance at the aforementioned meetings is included in the scope of work. This proposal assumes that each meeting is a maximum of two (2) hours.

2. Additional meetings are not in the scope of this proposal and would be billed at the hourly rates described in Item IV.

B. Client shall provide all existing information necessary for the completion basic services as described in this letter of agreement.

C. The work described in Item I shall be performed as one set of Construction Documents. Splitting the project into more than one phase of construction or more than one project may require an increase in the fee shown in Item IV.

D. Opinions of Probable Construction Cost prepared by GATES are approximate only and do not take into account future market conditions or contractor's bidding methods. GATES has no control over costs of labor, materials or equipment and GATES estimates cannot be guaranteed.

E. GATES is not responsible for means, methods, sequences, techniques and procedures of construction or for safety precautions associated with construction.

F. GATES will endeavor to coordinate the surface grading and drainage work with the work of the project Civil Engineer as part of this contract. Grading plans, area drains with rim elevations, underground piping, invert elevations and connections to the storm sewer system are to be shown by the project Civil Engineer and are not a part of this contract.

G. Regarding planting, GATES shall show all planting for parking lots, streetscapes, park spaces, and areas adjacent to buildings on grade. Specialty planting design required for erosion stability, restoration or mitigation, shall be designed by the project Biologist/ Environmental consultant and provided to GATES in a legible scaled pdf format for incorporation into the planting plan.

H. Regarding site lighting, GATES shall show light locations and assist with fixture selection. All electrical, structural and mechanical engineering shall be shown by other consultants. GATES will endeavor to coordinate its work with that of other consultants as part of this contract. All photometric studies per others.

I. Regarding site structures, GATES shall show design characteristics and configuration of these features. All structural engineering, if required, shall be by other consultants and are not included in this contract.

J. Structural engineering for all prefabricated structure including shade structures and restrooms shall be provided by the manufacturer at the time of purchase order and available to the City for final review and approval as a deferred submittal.

K. Regarding Geo Technical Soils Services, GATES will rely on soils reports and geo-technical information provided by client. Geotechnical services are not part of this contract.

L. Regarding Agency and City Submittals, GATES will provide electronic copies of plans to client / engineer or Architect for submittal. Coordination of City permitting not a part of this scope.

III. COMPENSATION FOR SERVICES

A. The fee for the services indicated in Item I of this proposal shall be per Attachment 1.

B. For billing procedures, see Appendix A.

C. Limit of Work Diagram



IV. ADDITIONAL SERVICES

A. Any extra services, including additional work or meetings, requested by the Client in addition to those indicated in this proposal shall be billed at the hourly rate listed below in addition to the fee indicated in Item III above.

Hourly Fees for Services of:	Rate Per Hour:
Partner	$225.00-$240.00
Principal	$210.00 - $225.00
Associate Principal	$195.00 - $210.00
Senior Associate	$175.00 - $195.00
Associate Planner	$165.00 - $185.00
Job Captain	$155.00 - $175.00
Planner	$135.00 - $165.00
Irrigation Designer	$195.00 - $210.00
Marketing Coordinator	$125.00 - $175.00
Administrative/Drafter	$125.00 - $150.00

Note: The hourly rates shown may be revised as described in Appendix A, but would not affect the amount of compensation shown in Item III.

B. Additional services shall include but are not limited to the following:

1. Additional meetings to those described above.
2. Arborist Services, tree surveys, and arborist report.
3. Bidding services, Construction Administration and Construction Observation are not included. A proposal for services will be provided upon request.
4. Horticultural consulting and soils analysis.
5. Irrigation design exemptions include recycled water systems, booster pumps and audits.
6. Permit, plan check, inspection and other agency fees are not included.
7. Preparation of front end (boilerplate) non-technical specifications.
8. Prepare a Preliminary Opinion of Probable Cost broken down into major categories.
9. Revisions to the design following commencement of the Construction Documents Phase.
10. Scope of work is based on a single set of Design/Construction Documents as shown on the 60% Plans
11. Services not defined above will be considered Additional Services.
12. Sketchup, 3D modeling, and Photosimulations will be considered Additional Services.
13. Significant Site Plan or Architecture revisions post project Kick-Off.

14. Structural engineering for all prefabricated structure including shade structures and restrooms shall be provided by the manufacturer at the time of purchase order and available to the City for final review and approval as a deferred submittal.
15. Structural modification to any existing buildings, existing site structures or elements beyond what is described is not included.

Accepted by:

_____ Date: _____

Merrill Taylor
Craftwater

APPENDIX A
TERMS AND CONDITIONS OF AGREEMENT BETWEEN CLIENT AND DAVID L. GATES AND ASSOCIATES, INCORPORATED

The following additional terms and conditions are appended to, and part of, the Agreement for professional services between Gates + Associates, Inc., (GATES) [California License No. 6032], a California corporation, and Craftwater (Client), dated January 15, 2024.

1. GATES will provide the Scope of Services as described. GATES agrees to perform the services set forth in this agreement, and Client agrees to pay for said services on the terms set forth in this agreement.
2. Additional Services not set forth in the Scope of Services include, but are not limited to, changes in the scope or detail of the work made at the request of Client; services made necessary by unforeseen conditions not disclosed to GATES at the time of entering into this agreement; and any other service performed by GATES not reasonably within the scope of the services envisioned at the time of entering into this agreement. All additions to the scope of work shall be in writing, and executed by the Client.
3. GATES's Fees shall be as described in the Scope of Services, plus Expenses. Expenses of consultants and other direct expenses shall be paid by the Client in the amount invoiced to GATES's plus ten percent (10%) for handling and indirect costs. These may include, but are not limited to irrigation consultants, printing and reproduction costs, mileage and travel costs, and other miscellaneous expenses.
4. Additional Services, requested and authorized by the Client, shall be paid on an hourly basis at the current standard scheduled rates below. GATES's hourly rate schedule may be adjusted on January 1 and July 1 of each year and shall apply for any services rendered after that date.

Hourly Fees for Services of:	Rate Per Hour:
Partner	$225.00-$240.00
Principal	$210.00 - $225.00
Associate Principal	$195.00 - $210.00
Senior Associate	$175.00 - $195.00
Associate Planner	$165.00 - $185.00
Job Captain	$155.00 - $175.00
Planner	$135.00 - $165.00
Irrigation Designer	$195.00 - $210.00
Marketing Coordinator	$125.00 - $175.00
Administrative/Drafter	$125.00 - $150.00

5. Invoices for Services and Reimbursables shall be provided by GATES each month and are payable upon receipt. You agree to review the invoice and ask any questions of GATES within ten (10) days of receipt. If we do not hear from you, the invoice shall be deemed proper and acceptable. If your

balance is not paid within thirty (30) days from receipt, the unpaid balance will accrue interest at ten percent (10%) per annum compounded daily until paid in full.

6. GATES reserves the right to suspend work in the event invoices are past due. GATES may recommence work when full payment is received, including collection costs, attorney fees, and other costs, or other satisfactory arrangements are made with the Client. If a delinquency by Client occurs and GATES chooses not to suspend work, no waiver or estoppel shall be implied or inferred. Client agrees and understands that if GATES decides to so suspend its work, GATES shall not be liable for any costs or damages, including but not limited to delay and consequential damages, to the Owner, Client, or any other third party, that may arise from or be related to such a work suspension. Client agrees to hold GATES harmless from and completely indemnify GATES from and against any and all damages, costs, attorney's fees, and/or other expenses which GATES may incur as a result of any claim by any person or entity arising out of such a suspension of work.
7. If any litigation, arbitration, or other legal action arising out of this contract ensues, the prevailing party shall be entitled to, without limitation, reasonable attorney's fees, collection expenses, expert fees, and costs.
8. This Agreement may be terminated by either Client or GATES by giving written notice at least thirty (30) days prior to the date of termination. In the event of such termination, Client shall pay GATES for Services and Reimbursable Expenses performed or incurred prior to the termination date, plus all costs and expenses directly attributable to such termination for which GATES is not otherwise compensated.
9. Plans, drawings and specifications or other writings or documents prepared or provided by GATES hereunder are prepared for specific use by the Client on this Project only. Client agrees not to use the whole or part of said plans, drawings, and specifications or other writings or documents prepared or provided by GATES for other projects or extensions to the Project or any other purpose without the express written consent of GATES. GATES shall provide Client with a reproducible set of drawings and specifications for its records. Client further agrees to hold GATES harmless from and indemnify GATES from and against any and all damages, losses, costs, and/or expenses, including attorney's fees, which GATES may incur as a result of a claim by any party or entity, arising out of an unauthorized use of said plans, drawings, specifications, and/or documents.
10. Client agrees that GATES's liability for negligence to Client shall be limited to the amount paid by Client hereunder for GATES's fees for Basic Services and Additional Services.
11. This Agreement represents the entire Agreement between Client and GATES. This Agreement may be amended only by a writing signed by both Client and GATES.
12. This contract shall be governed by the laws of the State of California and shall be deemed to have been entered into in Walnut Creek, California, regardless of where it is physically executed. If suit or arbitration is filed to enforce this contract, the parties consent to personal jurisdiction in the courts of Contra Costa County, State of California, and waive the right to have the suit brought in, tried in, or removed to any other judicial jurisdiction.

TWIN PINES PARK DETENTION BASIN, BELMONT CA			
1/15/2024			
	SUMMARY		
	GATES	RMA	
			SUBTOTAL
TASK 10| 90% AND 100% PS&E			
	$87,852	$7,523	$95,375
	$19,512	$3,227	$22,739
TASK 12| CONSTRUCTION PERMITS AND BID PACKAGE			
	$6,096	$744	$6,840
Sub Total	$113,460	$11,494	**$124,954**
GRAND TOTAL			$ 124,954.00
Reimbursable Allowance	1250	150	$ 1,400.00
TASK 13| OPTIONAL SERVICES			
Prefabricated Restoom	$15,504		

TWIN PINES PARK DETENTION BASIN, BELMONT CA

1/15/2024

		GATES						
		Partner	Principal	Associate Principal	Senior Associate	Job Captain	Production	
	Hourly Rate	$253	$242	$220	$204	$182	$154	**SUBTOTAL**
TASK 10| 90% AND 100% PS&E								
Subtask 10.1	Attend project management related meetings (11)	0	18	0	18	0	0	
	Site Inspection				8			
	Document Review				4			
	Landscape Concept	0	8	8	97	18	0	
	Landscape Material development & standards	*0*	*3*	*0*	*9*	*10*	*0*	
	ACAD BASE				*24*			
	Preliminary landscape concept		*2*	*8*	*20*			
	Final Landscape Concept		*1*		*20*	*4*		
	Landscape Rendering				*16*			
	Conceptual Cost Estimate		*2*		*8*	*4*		
	QC/ QA							
	90% PS&E	0	38	13	123	52	26	
	ACAD BASE	*0*	*0*	*8*	*30*	*0*	*0*	
	Cover Sheet				*3*			
	Tree Protection		*1*		*2*	*6*		
	Call Out Plan		*1*		*8*	*16*		
	Dimensioning Plan			*1*	*8*			
	Import Soil Plan		*1*		*2*	*4*		
	Planting Plans	*0*	*0*	*2*	*10*	*6*	*26*	
	Irrigation coord				*2*			
	Details	*0*	*8*	*0*	*28*	*12*	*0*	
	Coordination	*0*	*5*	*0*	*16*	*0*	*0*	
	90% Specifications	*0*	*18*	*2*	*2*	*0*	*0*	
	90% Estimate		*1*		*2*	*4*		
	90% QC/ QA		*2*		*8*			
SUBTASK 10.1 HOURS		0	64	21	250	70	26	
SUBTOTAL FEE		$0	$15,488	$4,620	$51,000	$12,740	$4,004	$87,852
Subtask 10.2	100% PS&E	0	12	1	50	34	0	
	ACAD BASE			*1*	*8*			
	Cover Sheet					*2*		
	Tree Protection					*2*		
	Layout & Dimensioning				*6*	*4*		
	Import Soil Plan				*1*	*2*		
	Planting		*1*		*4*	*10*		
	Irrigation coord				*1*			
	Details		*4*		*10*	*14*		
	Coordination				*8*			
	100% Specifications		*4*					
	100% Estimate		*1*		*4*			
	QC/ QA		*2*		*8*			
SUBTASK HOURS		0	12	1	50	34	0	
SUBTOTAL FEE		$0	$2,904	$220	$10,200	$6,188	$0	$19,512
TASK 12| CONSTRUCTION PERMITS AND BID PACKAGE								
	Construction Permits				2			
	Bid Package		4		16	8		
SUBTASK HOURS		0	4	0	18	8	0	
SUBTOTAL FEE		$0	$968	$0	$3,672	$1,456	$0	$6,096
TOTAL								**$113,460**
Reimbursable Allowance								$ 1,250

TASK 13| OPTIONAL SERVICES								
Subtask 13.1	Prefabricated Restoom							
	Restoom standards- equipment, materials, grafitti coating, plumbing, security,		4	2	12			
	Restroom Concept layouts, floor plans, elevations, architectrual materials, colors		4	2	16			
	90% Restroom Corrordination, Plans, Specs, and Estimates		2		16			
	100% Restroom Corrordination, Plans, Specs, and Estimates		2		8			
	BID: Restroom Corrordination, Plans, Specs, and Estimates		2	1	2			
SUBTASK HOURS		0	14	5	54	0	0	
SUBTOTAL FEE		$0	$3,388	$1,100	$11,016	$0	$0	$15,504

TWIN PINES PARK DETENTION BASIN, BELMONT CA

1/15/2024

		RMA				
		President	Project Manager	Designer	CAD Technician	
	Hourly Rate	$220	$193	$165	$138	**SUBTOTAL**
TASK 10| 90% AND 100% PS&E						
Subtask 10.1	Attend project management related meetings		2			
	Site Inspection		4	4		
	Document Review		1			
	90% PS&E	0	16	8	8	
	Irrigation		*7*	*5*	*8*	
	Details		*2*	*2*		
	Coordination		*2*	*1*		
	90% Specifications		*2*			
	90% Estimate		*2*			
	QC/ QA		*1*			
SUBTASK HOURS		0	23	12	8	
SUBTOTAL FEE		$0	$4,439	$1,980	$1,104	$7,523
Subtask 10.2	100% PS&E	0	5	2	14	
	Irrigation		*2*	*2*	*12*	
	Details					
	Water Calcs				*2*	
	Coordination					
	100% Specifications		*1*			
	100% Estimate		*1*			
	QC/ QA		*1*			
SUBTASK HOURS		0	5	2	14	
SUBTOTAL FEE		$0	$965	$330	$1,932	$3,227
TASK 12| CONSTRUCTION PERMITS AND BID PACKAGE						
	Construction Permits		1	1		
	Bid Package		2			
SUBTASK HOURS		0	3	1	0	
SUBTOTAL FEE		$0	$579	$165	$0	$744
TOTAL						**$11,494**
Reimbursable Allowance						$ 150

Proposal to Provide Consulting Services

DATE: February 14, 2024

PREPARED FOR: Merrill Taylor, PE
Craftwater Engineering, Inc.
https://www.craftwaterinc.com/
Los Angeles/San Diego, CA

SUBJECT: Arborist Report & Consulting Services
Twin Pines Stormwater Detention Project, Belmont, CA

Notice to Client
HortScience | Bartlett Consulting are Divisions of the F.A. Bartlett Tree Expert Company (Bartlett Tree Experts) and prepared this proposal at the owner/client's direction to assist with making tree/shrub management decisions. In addition to the recommended scope of work below, we advise the owner/client to have a qualified arborist inspect the property periodically to assist in identifying whether additional tree risk assessments are needed to update or identify new potential risks or hazardous conditions related to the trees/shrubs on the property. Doing so will allow the owner/client to make informed decisions about the tree/shrub conditions and the prioritization of future work.

Craftwater Engineering is preparing plans for a subsurface drainage tank at the subject property located at 1 Twin Pines Lane in Belmont. HortScience | Bartlett Consulting was asked to provide a proposal to prepare an **Arborist Report** for the trees within the project area as required by City of Belmont Municipal Code Chapter 25. The project limits are depicted in the **2024-02-07 Twin Pines Arborist Report Limits** plan (Craftwater Engineering) provided by the client. The following scope responds to the request as agreed upon with the owner/client.

Scope of Work

1. Identify the species and measure the trunk diameter of each tree with a diameter of 6 inches or greater within the project area (approximately 41 trees). Trunk diameter shall be measured at 54 inches above grade.
2. Tag each tree with a metal tag for identification purposes. Off-site trees overhanging the property will be numbered but may not be tagged.
3. Visually evaluate the health and structural condition of each tree.
4. Identify any trees having special status (Protected) in Belmont.
5. Rate tree suitability for preservation based on their health, structural condition and potential longevity and suitability in the landscape.
6. Evaluate the impacts of proposed project on trees based on site improvement plans provided by the client.
7. Estimate trees that will be preserved and removed based on construction impacts and tree suitability for preservation.
8. Prepare a **Tree Inventory Map** showing approximate location of trees by tag number.

9. Prepare **Tree Preservation Guidelines** outlining protection measures during the planning, demolition and construction phases of development to meet City of Belmont requirements.
10. Provide review and comments on CD plan set related to the preservation of trees.
11. Attend two (2) online meetings to review Arborist Report with Belmont City Arborist.

Deliverables:

12. Compile the above information into an **Arborist Report**. If site improvement plans are not available for review at the time of completion of the tree inventory, HortScience | Bartlett Consulting will prepare a **Preliminary Arborist Report** based on conceptual plans provided. When improvement plans including grading and utility plans are available, an **Arborist Report** will be prepared, if requested by the client, for an additional fee).
13. Provide follow-up memoranda or report revision as needed based upon on plan review and City comments.

Fees
The above services shall be provided on an hourly basis, portal to portal from Berkeley, at the rates below. Mileage shall be inclusive. If enrollment with a third-party vendor credentialing service is required, the cost will be added to the proposal amount.

Total fees shall not exceed $5500, assuming 1 site visit.

HortScience | Bartlett Consulting will invoice the owner/client upon submission of the deliverables. Payment is due upon receipt of the invoice.

Additional Services and Fees:
Additional work such as revisions to a report to respond to plan changes, meetings, or attendance at hearings, shall be billed at the following hourly rates upon approval by the client:

Managing Consultants	$240.00
Consultants	$200.00
Arborist	$180.00
CAD/GIS Specialist	$180.00
Administrative Assistant	$80.00

HortScience | Bartlett Consulting will invoice the owner/client upon submission of the deliverables. Payment is due upon receipt of the invoice.

Conditions of Proposal
This offer is valid for 45 days. Unless accepted, our offer will be considered withdrawn after 45 days.

Before entering into this agreement, the owner/client must inform Bartlett Tree Experts of any additional requirements that may affect the work or proposal pricing (such as the owner/client's contractual terms, the owner/client's insurance requirements, or the owner/client's timing requirements of the work). Bartlett Tree Experts reserves the right to terminate the contract, without penalty, and submit a revised proposal and pricing if the owner/client presents additional requirements after they have accepted the original proposal.

All information provided by Bartlett Tree Experts, pursuant to the Scope of Work, will be based on the conditions and characteristics of the tree(s), shrub(s), vegetation, or other criteria observed at the time of the inspection or in fulfillment of the assignment. Bartlett Tree Experts can make no guarantees or warranties of any kind that all conditions or defects will be observed, detected, or factored into the overall report or recommendations, nor does it accept any liability in any manner whatsoever for any damage caused by any tree on this property, whether the tree was inventoried, inspected, or present during the fulfillment of the assigned work; or not.

In addition, to the fullest extent permitted by law, the owner/client agrees to indemnify and hold harmless Bartlett Tree Experts from any third party lawsuits or claims based on the past, present, or future conditions of the owner/client's trees, or decisions made by the owner/client regarding the trees, or injuries or damages caused by any future tree or tree part failures, which are under the ownership and control of the owner/client, that Bartlett Tree Experts may suffer as the result of any negligent action, inaction, or decisions made by the owner/client regarding the trees.

The owner/client also understands and acknowledges that the proposed services described in the Scope of Work are not intended to provide a Tree Risk Assessment as defined by industry standards. The owner/client should not infer that any information contained in, or absent from, the accompanying inspection, report, or deliverable material is meant to declare a tree or group of trees to be "safe" or the risk of failure mitigated in any way.

If, during the tree inventory, the arborist believes that a Tree Risk Assessment as defined by industry standards is required, or if the client requests additional work, a separate proposal for such additional work will be provided with a cost estimate and must be authorized by the client in writing prior to such services being performed.

Notice of Right to Cancel
You, the owner/client, may cancel this transaction, without penalty or obligation, at any time prior to midnight of the third business day after the date of the acceptance of this proposal. To cancel your acceptance of this proposal within this time, you may notify HortScience | Bartlett Consulting, in writing of your intent to do so, referencing the work location and project.

Notice of the Need for Future Inspections
It shall be the responsibility of the owner/client to ensure that a qualified arborist inspects all trees annually, or after any major weather event, to help determine whether additional tree risk assessments are needed to monitor the risk associated with the trees on the aforementioned property.

Additional Terms
After reviewing the *additional information and terms and conditions* provided with this proposal, which become part of this agreement, please sign and return a copy. In the event that the owner/client should issue additional work authorization terms, if agreed upon, such terms will be incorporated into this agreement. In the event that such terms conflict with this agreement, then the terms of this agreement shall govern over any conflicting language. Should you have any questions or need further information, please contact me at 925-484-0211.

Offer
HortScience | Bartlett Consulting will perform the above-referenced service in a safe, professional manner, in accordance with all laws, rules, regulations, and industry standards governing tree care.

HortScience | Bartlett Consulting
Representative Signature: Pam Nagle

Date: 2/14/24

Printed Name: Pam Nagle
CSLB # 678496

Authorization to Proceed
I hereby authorize HortScience | Bartlett Consulting to perform the above services. Unless otherwise agreed upon in writing by HortScience | Bartlett Consulting, I agree to make a total payment of the estimated costs and all authorized additional costs upon completion of the work.

Owner/Client's Signature: _____

Date: _____

Printed Name: _____

Terms for Commercial Consulting Services

The F.A. Bartlett Tree Expert Company ("**Bartlett Tree Experts**") provides tree-care and related consulting services to commercial and government clients. The agreed upon "Work" has been expressed in a separate Client Agreement between Bartlett Tree Experts and the Client, and is identified within the portion of the Client Agreement communicating the Scope of the Work, the Goals, the Specifications, the Schedule of the Work, and the Payment Terms. These terms combine with the approved Client Agreement and form the complete agreement between the parties.

Article 1
TREE RISK

1.1 Tree Risk

(a) The Client acknowledges that having trees on one's property involves risk, including the risk that a tree or tree limb might fall. As part of the Work, Bartlett Tree Experts may recognize the risk posed by failure of trees within the scope of the Work and recommend to the Client ways to reduce that risk, but the Client acknowledges that Bartlett Tree Experts cannot detect all defects and other conditions that present the risk of tree failure and cannot predict how all trees will respond to future events and circumstances. Trees can fail unpredictably, even if no defects or other conditions are apparent. Bartlett Tree Experts will not be responsible for damages caused by subsequent failure of a tree, or tree part, within or around the scope of the Work due to defects or other preexisting structural or health conditions.

(b) Unless the Work includes having Bartlett Tree Experts perform a tree risk assessment for designated trees, the Client acknowledges that in performing the Work Bartlett Tree Experts is not required to conduct a tree risk assessment and report to the Client on risks to, and risks posed by, trees on or near the Client's property.

(c) The Client also acknowledges that because trees are living organisms that change over time, the best protection against the risk associated with having trees on the Client's property is for the Client to arrange to have a qualified tree risk assessment arborist conduct a tree risk assessment in accordance with industry standards periodically and after each major weather event to identify any defects or other conditions that present the risk of tree or limb failure and the potential consequences of such failure. Then, once a tree risk assessment is performed, the Client should review any possible defects or conditions that present the risk of failure and request recommendations for, and implement, remedial actions to mitigate the risks.

Article 2
THE WORK

2.1 Ownership

The Client states that all trees and other vegetation within the Scope of Work are owned by the Client or that the Owner has authorized the Client to include them within the Scope of Work.

2.2 Specified Trees or Work

The specific trees, shrubs, plant materials or work described in the Scope of Work or in the Agreement will be the only trees, shrubs, plant materials, or work included in the scope of the consultative services or Work performed by Bartlett for the Client.

2.3 Insurance

(a) Bartlett Tree Experts states that it is insured for liability resulting from injury to persons or damage to property while performing the Work and that its employees are covered under workers' compensation laws.

(b) The scope of ongoing operations of the Work shall be defined as beginning when the performance on the site begins and ending when the performance on the site concludes.

2.4 Compliance

Bartlett Tree Experts shall perform the Work competently and in compliance with the law and industry standards, including the American National Standards Institute's A-300 Standards for tree care.

2.5 Access Over Roads, Driveways, and Walkways

The Client shall arrange for Bartlett Tree Experts' representatives, vehicles, and equipment to have access during working hours to areas where the Work is to be performed. The Client shall keep roads, driveways, and walkways in those areas clear during working hours for the passage and parking of vehicles and equipment. Unless the Client Agreement states otherwise, Bartlett Tree Experts is not required to keep gates closed for animals or children.

2.6 Personnel

Bartlett Tree Experts will determine and provide the correct Bartlett personnel for completing the Work based scope of the project, the expertise needed, and the geographic location of the work, in order to meet the goals of the Client.

2.7 Accuracy of Information Provided By the Client or By Third Parties Acting on Behalf of the Client

(a) The Client acknowledges that Bartlett Tree Experts cannot be held responsible for the accuracy of or content of information provided by the Client or third parties acting on behalf of the Client, including but not limited to; the legal description of the property, issues of title and/or ownership of the property, software programs, property and property line locations and/or boundaries, or other pieces of information provided which are integral to the final outcome of the consulting Work.

(b) The Client agrees to correct any errors in any such inaccurate information that it or any third party acting on its behalf, provides Bartlett Tree Experts, once the inaccuracy is known, if such information will be necessary for Bartlett Tree Experts to base its final analysis, management plans, written reports, information or recommendations on for the finalization of the Work.

2.8 Information Provided By Reliable Sources

In certain circumstances, Bartlett Tree Experts may need to engage outside reliable sources to provide specialized information, cost estimates, or opinions. Bartlett Tree Experts will make every effort to engage reputable and reliable sources, and will communicate the use of these sources to the Client if such sources are used to help determine an integral part of the Work.

2.9 Tree Locations, Maps, Sketches, and Diagrams

The Client acknowledges that Bartlett Tree Experts may use several means and methods to provide tree locations on maps, sketches, or drawings, and that the use of tree locations on maps, sketches, diagrams, and/or in pictures are intended to aid the Client in understanding the deliverables provided, and may not be to scale and should not be considered precise locations, engineering surveys, or architectural drawings.

2.10 Global Positioning Systems

The Client acknowledges that all global positioning system (GPS) devices used to locate trees, shrubs, and plant material, have some accuracy limitations, and regardless of the methodologies or software programs used to enhance the accuracy of the locations, there will always be some level of meter or sub meter locational discrepancies within any deliverable product.

2.11 Advice, Opinions, Conclusions, and Recommendations

(a) The Client Acknowledges that all advice, opinions, conclusions, and recommendations provided represent the professional objective opinion(s) of Bartlett Tree Experts; which are in no way predetermined, or biased toward any particular outcome.

(b) The Client acknowledges that all advice, opinions, conclusions, and recommendations provided verbally or in written format such as email, management plans, or reports will be based on the present status of the tree(s), property(s), environmental conditions, and industry standards. Any advice, opinions, conclusions, and recommendations provided do not take into account any future changes in environmental conditions or changes to

current industry standards which are unknown and unforeseen at the time the Work is performed.

2.12 Tree Risk Assessments and Inventories

(a) If the Client Agreement is specifically for Bartlett Tree Experts to provide a *Level 1 Limited Visual*, *Level 2 Basic*, or *Level 3 Advanced assessment* of tree risk for any tree or group of trees for the Client in accordance with industry standards, the Client understands that any *risk ratings* and recommendations for mitigating such risks will be based on the observed defects, conditions, and factors at the time of the tree risk assessment or inventory.

(b) The Client acknowledges that any recommendations made to mitigate risk factors will be made in accordance with industry best practices and standards, but that the decision to implement the recommended mitigation or remove the risk factors rests solely with the Client.

(c) The Client understands that all *risk ratings* used are intended to assist the Client with understanding the potential for tree or tree part failure, and are not meant to be used to declare any tree or tree part to be safe or free from any defect. As such, the Client should not infer that any tree not identified as having an *imminent* or *probable likelihood of failure,* or not identified with a *moderate*, *high*, or *extreme risk rating,* or not having a condition rating of *poor* or *dead* is “safe” or will not fail in any manner.

(d) The Client understands that it is the Client’s responsibility to ensure that the assessed tree or trees are reassessed periodically, or after any major weather event, in order to ensure that risk rating information is kept current, and to enter any changes to risk ratings or mitigation measures to the inventory or tracking system used by the Client.

2.13 Tree or Plant Value Appraisals

(a) The Client acknowledges that tree appraisal is not an exact science. If the Client Agreement is for Bartlett Tree Experts to provide the Client with an appraisal estimate of cost or value, or estimated tree asset value, for specified trees or plant materials, the Client understands that those estimates will be based on a combination of visible conditions at the time of appraisal, information or pictures provided by the Client, local knowledge, information and/or cost estimates provided by local nurseries or plant wholesalers, information and/or costs provided by tree care or landscape installation and maintenance companies, industry best practices, and/or asset value software.

(b) The Client understands that while any such appraisal will be based on one or several accepted industry methods of appraising plant material values, the appraised values provided may or may not be accepted as the final value by third parties, or decision makers in disputes over plant values, such as courts, arbitrators, insurers, or mediation efforts.

2.14 Local and Tree-Related Permits

Unless the Client Agreement states differently, the Client is responsible for obtaining and paying for all required local or tree related permits required. If the Work stated in the Client Agreement involves Bartlett Tree Experts submitting for, or assisting the Client in submitting for, any kind of local or tree-related permit, the Client understands that Bartlett Tree Experts cannot guarantee the successful outcome. If Bartlett Tree Experts submits a local or tree permit application on behalf of the Client, the Client must provide all necessary information for Bartlett to make such a submittal, and the Client will be responsible for paying for, or reimbursing Bartlett Tree Experts for, all fees and expenses related to the application process, regardless of the outcome.

2.15 Expert Witness and Testimony

The Client acknowledges that unless the Scope of Work in Client Agreement is specifically to perform Expert Witness services and testimony for the Client, then nothing in the Client Agreement will obligate Bartlett Tree Experts to perform Expert Witness services or provide expert testimony for or on behalf of the Client.

2.16 Environmental Benefits Analyses

(a) The Client understands that Bartlett Tree Experts may use one or more software, or other programs, developed by other companies or government agencies, which are designed to help provide estimates on the environmental benefits of trees, shrubs, or other plant materials if the Work involves providing an environmental benefit analysis for the Client.

(b) The Client acknowledges that while Bartlett Tree Experts will be responsible for the correct collection and input of data into any such software or other program used to help estimate environmental benefits of trees, shrubs, and other plant materials, the determinations of the data made by any such program may vary based on the method, software, type, year, or version used at any given time. The Client understands that any such method, software, type, year, or version used is meant to provide a sound, scientific method to help the Client understand the environmental benefits of the collected data.

2.17 Tree and Property Hazards and Safety Issues

The Client understands that in no way does Bartlett Tree Experts imply, nor should the Client infer that Bartlett Tree Experts assumes the responsibility for assessing, identifying, reporting, and/or correcting tree or property hazards or safety issues on or near the Client's property, or conducting tree risk assessments, for which the Client Agreement does not specify, during the course of any of its ongoing consultative or other activities related to this Agreement.

2.18 Remote Sensing and Tree Canopy Analyses

(a) If the Work requires Bartlett Tree Experts to evaluate aerial imagery to classify land cover classes, classify random points, or create or manipulate shapefile boundaries, the Client understands that certain factors can prohibit the accuracy of the final Work product, such as; the availability of imagery, files, and shapefiles for the property or site from reliable sources, the accuracy and quality of imagery, files, or shapefiles obtained from reliable sources or provided by the Client, the date of when the imagery, files, or shapefiles were taken or created, and the ability for a person to visually discern the difference between the pixels of aerial imagery.

(b) If such factors inhibit the accuracy of the Work, Bartlett Tree Experts may choose to conduct visual analyses, or use other means, to verify or classify points or imagery into the required specifications. If such alternate methods are used, Bartlett Tree Experts will communicate the use of such methods to the Client in the final work product. If it is not possible or feasible to use alternative methods, then the Client acknowledges that the final work product may have some gaps in accuracy.

2.19 Use of Drones and Drone-Related Equipment

(a) If the Work specifies the use of Drones or Drone-related equipment to help collect information, the Client acknowledges that in some cases the use of Drones and Drone-related equipment can provide detailed information, imagery, views, and pictures of a tree(s) or property(s); however, in some cases, not all aspects of a tree(s) or property(s) can be seen or accessed by a Drone. The Client understands that this technology can be limited and should not be used by the Client as the sole decision-making criteria, but rather one of many factors used by the Client in the decision-making process.

(b) The Client agrees that other methods of obtaining the required information must be included in the Client Agreement, and may be required to be utilized, in addition to or separate from the use of Drones or Drone related equipment in the event that the limitations are too severe to perform the required Work.

2.20 Decay and Wood Analysis Devices

(a) The Client acknowledges that all decay and wood analysis devices have limitations, and the use of any such device should be used to supplement information regarding the decay or structural deficiencies within a tree(s), and not as the sole source of information.

(b) If the Work requires the use of a decay or wood analysis device, unless the Client Agreement specifies the type of device, Bartlett Tree Experts will decide the most appropriate type of decay and/or wood analysis device to use based on the conditions present and the information needed to supplement and complete the Work.

(c) The Client acknowledges and understands that the presence of decay or other structural weaknesses, such as air pockets, voids, cracks, burned wood, or other structural deficiencies, will more than likely lead the inspecting arborist to the same result with respect to the determination made on the overall structural integrity of the tree in question based on results from the decay and/or wood analysis device used, so the presence of any of these items in sufficient quantities will preclude the need to verify the presence of another, and in many cases it may not even be necessary for the type of device used to distinguish between the specific

types of structural issues for the arborist to make a determination given all other objective evidence.

2.21 Diagnostic Services

Bartlett Tree Experts may offer diagnostic services as a means of attempting to isolate certain plant pest or soil problems for the Client, and determining the most logical possibility as to the cause of the condition of the trees, shrubs, or plants in question. The Client understands that in some cases government quarantines may prohibit samples from being sent to a diagnostic clinic, and in some cases, determinations on samples may be inconclusive.

2.22 Tree Preservation, Tree Protection, and Construction and Site Monitoring

(a) If the Work includes Bartlett Tree Experts conducting or providing tree preservation or tree protection evaluations, tree impact evaluations, recommendations, specifications, and/or documents required by the governing agency, the Client understands that Bartlett Tree Experts will review the project, materials or plans that are provided by the Client, combined with industry best practices and current tree conditions, to arrive at the recommendations and specifications. The Client also understands that trees are living organisms and that even following all industry best practices and specifications cannot guarantee that a tree will survive construction impacts, which may include but are not limited to soil compaction, root damage, inadequate soil moisture, and decrease in tree stability.

(b) If the Work includes Bartlett Tree Experts conducting or providing tree monitoring during project construction, the Client understands that Bartlett Tree Experts will review the project, materials, or plans that are provided by the Client and/or described by the Client representative at the site, and provide recommendations to the Client to assist with tree preservation or protection, but that the Client will be responsible for ensuring the implementation of such recommendations by the Client or any third parties.

2.23 Irrigation and Recycled Water Analyses

If the Work requires Bartlett Tree Experts to provide irrigation or recycled water analyses as a means of aiding the Client with their tree care needs, the analyses will be provided using the best known site conditions, the best available water quality information, or the best available water quality test results provided to Bartlett Tree Experts; however, the Client acknowledges that Bartlett Tree Experts cannot provide information on water source, delivery systems, water chemistry, water quality testing methodology, or distribution systems.

2.24 Bird, Water Fowl, and Wildlife Habitat Analyses

If the Work requires Bartlett Tree Experts to provide bird, water fowl, and wildlife habitat analyses or identifications as a means of aiding the Client with their tree care needs and wildlife considerations, the analyses will be based on known site conditions and available industry bird, waterfowl, and wildlife management information.

2.25 Endangered or Protected Species and Habitats

(a) If the Work is for Bartlett Tree Experts to identify trees or plant materials that may be endangered or protected species, or to identify trees or plant materials that may be primary or secondary habitat for endangered or protected species, or to provide any analysis for a project that may affect any endangered species or protected species or its habitat, then Bartlett Tree Experts will base all reports and information on the existence of any known endangered or protected species and known habitats using government approved endangered or protected species or habitat information.

(b) The Client acknowledges that Bartlett Tree Experts cannot be responsible for identifying unknown endangered species or habitats.

2.26 Wetland and Riparian Habitat Mapping

The Client understands that if the Work involves wetland or riparian habitat mapping, such maps will require the Client to provide the tree or plant species considered to be the primary or secondary habitat for the specific species of animal in question, and such maps will be limited to the species information provided as it overlays within the known designated wetland areas.

2.27 Representation Services

If the Work involves a member of Bartlett Tree Experts acting as a representative for, or decision-maker for, the Client, including but not limited to activities such as reviewing,

approving or declining tree-related permits, plants, designs, or selections submitted by third parties, then the Client agrees to be the final decision-maker in the event of a third party appeal of an adverse decision or recommendation made by Bartlett Tree Experts with respect to granting or denying a tree related permit, plant, design, or selection submitted by a third party. The Client also agrees to defend Bartlett Tree Experts against any claims made by third parties regarding such decisions or recommendations, and represent the decisions and recommendations of Bartlett Tree Experts, as if such decisions or recommendations were made by the Client.

2.28 Integrated Pest Management

(a) If the Work includes consultation for integrated pest management services, the Client understands that the final product may involve recommendations for plant health care treatments that will be tailored to meet the Client's needs for specific trees, shrubs, turf areas, or plants. In creating these recommendations, Bartlett Tree Experts will consider the Client's objectives, priorities, budgetary concerns, plant materials, site conditions, pest and disease infestation levels and the expectations of those levels, and timing issues.

(b) The Client acknowledges that such recommendations may involve one or more inspections of specific plants to help determine insect and disease concerns, the sampling of specific plant materials or soil areas, an understanding of the cultural needs of certain plants, consideration of biological control concepts and limitations (natural and/or introduced predators), recommended improvements to physical site conditions, or the use of pesticide treatments. The integrated pest management service does not combine all possible controls and concepts for every tree, shrub, turf area, or plant, but rather it considers the most reasonable option or options for control of and mitigation of insect and disease damages to the specific trees, shrubs, turf areas or plants as designated by the Client to meet the Client's goals.

(c) The Client understands and acknowledges that during the course of an integrated pest management program, as inspections are taking place, and treatments or other services are being performed to certain trees or shrubs, not every tree or shrub inspected will require a specific treatment or other service, and in fact, some trees or shrubs may not require any specific treatment or other service throughout the course of a season to maintain health and vigor if the inspections show insignificant pest thresholds, and sound environmental and cultural conditions.

(d) The Client also understands that tree, shrub, plant and turf inspections conducted during the integrated pest management program are for the purpose of determining plant health issues and, insect and disease thresholds; and are not conducted for the purposes of determining tree, shrub, plant, or turf safety.

2.29 Plant Species Selection

If the Work involves Bartlett Tree Experts providing advice and guidance on plant species selection to aid the Client with their landscape site needs, Bartlett Tree Experts will provide the advice and guidance based on the known site conditions, the available plant species locally at the time, and the plant species characteristics. The Client will be responsible for the planting and maintenance, and ensuring the survival of such plant selections in the landscape.

2.30 Trees and Subsidence Analyses

(a) If the Work involves Bartlett Tree Experts providing an analysis of the relationship between certain trees or tree parts and the subsidence or movement of a building or structure, the Client understands that certain inferences and assumptions will be made given the location, visibility, soil and drainage conditions, size, species, and condition of the tree or trees, and other factors, in order to perform the Work in the least intrusive manner possible.

(b) Bartlett Tree Experts recommends that the Client reviews any tree related report recommendations, prior to having the work completed, with their structural engineer or other qualified building contractor to help the client determine any potential adverse impact to the buildings or structures.

2.31 Investigation of Covenants, Easements, Constraints, or Restrictions

The Client is responsible for investigating and identifying to Bartlett Tree Experts any covenants, easements, constraints, or other restrictions to the title or deed on the property that may adversely impact Bartlett Tree Experts' ability to perform the Work.

2.32 Cancellation

If the Client cancels or reduces the Work after the Work has started, the Client shall pay Bartlett Tree Experts for all the items of the Work that have been completed and all reasonable costs Bartlett Tree Experts has incurred in preparing to perform the remainder of the Work.

2.33 Payment

The Client shall pay for the Work when the Client receives Bartlett Tree Experts' invoice for the Work, unless specific payment terms have been agreed upon by the parties. If any amount remains unpaid 30 days after the date of the invoice or any period stated in the Client Agreement, whichever is longer, as a service charge the unpaid amount will accrue interest at the rate of 1.5% per month (or 18% per year) or the maximum rate permitted by law, whichever is lower. The Client shall reimburse Bartlett Tree Experts for any expenses (including attorneys' fees and court costs) it incurs in collecting amounts that the Client owes under the Client Agreement.

Article 3
TREE CONDITIONS

3.1 Cables, Braces and Tree-Support Systems

(a) The Client acknowledges that cables, braces or tree-support systems are intended to reduce the risk associated with tree part breakage by providing supplemental support to certain areas within trees and in some cases by limiting the movement of leaders, limbs, or entire trees, and are intended to mitigate the potential damage associated with tree part breakage; but that such supplemental support systems cannot eliminate the risk of breakage or failure to trees or tree parts entirely, and future breakage and damage is still possible.

(b) The Client acknowledges that for cables, braces or tree-support systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

3.2 Lightning Protection Systems

(a) The Client acknowledges that lightning protection systems are intended to direct a portion of the electricity from a lightning strike down through the system into the ground, and mitigate the potential damage to the tree from a lightning strike, but that such systems cannot prevent damage to structures, nor can such systems prevent damage to trees caused by lightning entirely.

(b) The Client acknowledges that for lightning protection systems to function optimally, the Client must arrange for them to be inspected and maintained by a qualified arborist periodically and after each major weather event.

3.3 Recreational Features

(a) The Client acknowledges that Bartlett Tree Experts recommends stopping the use of, and removing, any tree house, ropes course, swing, or other recreational feature attached to a tree. Regardless of the health or condition of the tree, such features might be unsuited for the intended use or might place unpredictable forces on the feature or the tree, resulting in failure of the feature or the tree and injury to persons or damage to property. Bartlett Tree Experts is not responsible for the consequences of use of any such feature.

(b) The Client acknowledges that if a recommendation is made to mitigate an observed and immediate safety issue on a tree with any such device or feature attached, such as the removal of a dead, dying, or broken limb that could fall and injure a person or damage property, the Client should not infer that following the recommendation and mitigating the immediate safety issue makes the tree in question safe for the use of the attached device or feature.

3.4 Root Pruning

In the right circumstances, root pruning is a valuable and necessary service, but it might pose a risk to the health and structural integrity of trees. To limit that risk, Bartlett Tree Experts performs root pruning to industry standards, but the Client acknowledges that the health and structural integrity of trees within the Scope of Work might nevertheless be adversely affected by any root pruning performed as part of the Work. Bartlett Tree Experts shall assist the Client

in understanding the risks involved before opting for root pruning, but the Client will be responsible for deciding to proceed with root pruning.

3.5 Stumps, Stump Grinding, Tree Grates

The Client acknowledges that if any recommendations call for the removal of certain trees, that the remaining stumps may present tripping hazards, and that it is the Client's responsibility to remove any such tripping hazard, whether such hazard is created by the stump, the grindings if the stump is ground down, or any tree grates that exist.

3.6 Client Trees in Hazardous Condition

If the Client Agreement specifies that one or more trees within the Scope of Work are in hazardous condition, have an extreme, high or moderate risk rating, or should be removed for safety reasons, the Client acknowledges that removing those trees would prevent future damage from trees or tree limbs falling. If the Client requests that one or more of those trees be pruned instead of removed, the Client acknowledges that although pruning might reduce the immediate risk of limbs falling, it does not preclude the possibility of future limb, stem, or root failure. Bartlett Tree Experts is not responsible for any such future failure.

3.7 Trees in Poor Health or a Severe State of Decline

The Client acknowledges that if a tree is in poor health or in a severe state of decline, Bartlett Tree Experts cannot predict how that tree will respond to any recommended plant health care or soil care and fertilization treatment and might not be able to prevent that tree from getting worse or dying.

3.8 Trees Planted and Maintained by Other Contractors

The Client acknowledges that if trees within the Scope of Work were recently planted or are being maintained by one or more other contractors or if one or more other contractors will be watering and providing services with respect to trees within the Scope of Work, how those trees respond to treatment in the course of the Work might be unpredictable, and Bartlett Tree Experts cannot be responsible for the health of such trees or plants.

3.9 Trees with Cones and Large Seed Pods

The Client acknowledges that large tree cones or seedpods on some trees can become dislodged and fall without notice, creating a hazard to persons or property. If the Client has the type of tree on their property that produces large, heavy cones or seedpods, and the Client does not wish to remove the tree, Bartlett Tree Experts recommends that the Client marks off and restricts the area under and near the tree from pedestrian and vehicle traffic whenever possible, places a warning sign near the tree, remains aware of the hazardous conditions the falling cones can create, and inspects the tree annually and removes any observable cones if possible in order to mitigate the potential for damage from falling cones.

3.10 Fire Damage

(a) Regardless of the species, trees exposed to fire can suffer structural damage that goes beyond whatever external damage might be visible. Fire can cause cracking and brittleness in tree structure and integrity; it can make pre-existing defects worse; it can make roots less stable; and it can weaken the overall health of the tree, making it susceptible to disease and pest infestations. The effects of fire damage are unpredictable and difficult to determine. Bartlett Tree Experts is not responsible for any injury to persons or damage to property resulting from services performed on fire-damaged trees as part of the Work.

(b) The Client acknowledges that if trees and shrubs on the Client's property have been exposed to fire, the Client should have qualified arborist periodically inspect trees and shrubs on the property for fire damage.

Article 4
DISPUTE RESOLUTION

4.1 Arbitration

(a) As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of or related to the Client Agreement or Bartlett Tree Experts' performance of the Work, a party may demand that the dispute be resolved by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and each party hereby consents to any such dispute being so resolved. Any arbitration commenced in

accordance with this section must be conducted by one arbitrator. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction. The parties also agree that the issue of whether any such dispute is arbitrable will be decided by an arbitrator, not a court.

(b) The arbitrator must not award punitive damages in excess of compensatory damages. Each party hereby waives any right to recover any such damages in any arbitration.

4.2 Third Party Liability

The Client acknowledges that the use of any management plans created, reports written, recommendations, maps, sketches, and conclusions made are for the Client's use and are not intended to benefit or cause damage to any third party. Bartlett Tree Experts accepts no responsibility for any damages or losses suffered by any third party or by the Client as a result of decisions made or actions based upon the use of reliance of the management plans created, reports written, recommendations, maps, sketches, and conclusions made by any third party.

4.3 Limitation of Liability

The maximum liability of Bartlett Tree Experts for any losses incurred by the Client arising out of the Client Agreement or Bartlett Tree Experts' performance of the Work will be the amount paid by the Client for the Work, except in the case of negligence or intentional misconduct by Bartlett Tree Experts.

Article 5
MISCELLANEOUS

5.1 Client Responsibilities

(a) The Client is responsible for the maintenance of the Client's trees, shrubs, and turf and for all decisions as to whether or not to prune, remove, or conduct other types of tree work on each respective tree, or when to prune, remove, or conduct other tree work on any respective tree, and all decisions related to the safety of each respective tree, shrub, and turf area.

(b) Nothing in this Agreement creates an ongoing duty of care for Bartlett Tree Experts to provide safety maintenance or safety inspections in and around the Client's property. It is the responsibility of the Client to ensure the safety of its trees and landscape, and to take appropriate actions to prevent any future tree or tree part breakage or failures, or otherwise remove any hazardous conditions which may be present or may develop in the future.

5.2 Severability

If any portion of this Client Agreement is found to be unenforceable, then only that portion will be stricken from the Client Agreement, and the remainder of the Client Agreement will remain enforceable.

5.3 Unrelated Court Proceedings

The Client acknowledges that Bartlett Tree Experts has prepared the Client Agreement solely to help the Client understand the Scope of Work and the related costs. If a court subpoenas Bartlett Tree Experts' records regarding, or requires that a Bartlett representative testify about, the Client Agreement or the Work in connection with any Proceeding to which Bartlett Tree Experts is not a party or in connection with which Bartlett Tree Experts has not agreed to provide expert testimony, the Client shall pay Bartlett Tree Experts Two Hundred Dollars ($200.00) per hour for time spent by Bartlett representatives in collecting and submitting documents for those Proceedings and attending depositions or testifying as part of those Proceedings.

5.4 Use of Information

The Client acknowledges that the information provided within the Client Agreement and any deliverables provided is solely for the use of the Client for the intended purpose of helping the Client understand and manage their tree care needs. All deliverables must be used as a whole, and not separated or used separately for other purposes.

5.5 Notices

For a notice or other communication under the Client Agreement to be valid, it must be in writing and delivered (1) by hand, (2) by a national transportation company (with all fees

prepaid), or (3) by email. If a notice or other communication addressed to a party is received after 5:00 p.m. on a business day at the location specified for that party, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

5.6 Amendment; Waiver

No amendment of the Client Agreement will be effective unless it is in writing and signed by the parties. No waiver under the Client Agreement will be effective unless it is in writing and signed by the party granting the waiver. A waiver granted on one occasion will not operate as a waiver on other occasions.

5.7 Conflicting Terms

If these terms conflict with the rest of the Client Agreement, the rest of the Client Agreement will prevail. If these terms conflict with any other Client documentation, terms, or purchase order agreement, then the Client Agreement and these terms will prevail.

5.8 Entire Agreement

The Client Agreement with these terms constitutes the entire understanding between the parties regarding Bartlett Tree Experts' performance of the Work and supersedes all other agreements, whether written or oral, between the parties.

YAO ENGINEERING

Mr. Merrill Taylor
Senior Project Manager
Craftwater Engineering

Subject: **Proposal – Electrical and Instrumentation Engineering Professional Services for the Twin Pines Park Storm Water Basin Design**

Dear Mr. Taylor:

Craftwater Engineering (Craftwater) requested that Yao Engineering provide Electrical and Instrumentation Engineering Services for the Twin Pines Park Storm Water Basin Design.

In response, the Yao Engineering team has prepared this Proposal to define task objectives and the scope of work for the subject project. Our proposal has been organized into the following sections:

- Project Plan and Methodology (Scope of Work)
- Exclusions
- Materials to be Provided to Yao Engineering
- Schedule
- Fee Estimate

Section 1 – Project Plan and Methodology (Scope of Work)

Yao Engineering shall provide the Electrical and Instrumentation Engineering for the infrastructure components that will require power and/or controls.

Table 1 – Summary of Project Plan and Methodology

Task	Description	Objective/Desired Outcome	Milestone/Deliverables
1	Review As-Built Drawings	• Review as-built drawings	
2	90% Deliverable	• Develop electrical and instrumentation drawing set • Develop Div.13 and Div.16 specifications • Develop construction cost estimate	• 90% drawings, specifications, and cost estimate
3	Final Deliverable	• Finalize electrical and instrumentation drawing set • Finalize Div.13 and Div.16 specifications • Finalize construction cost estimate	• Final drawings, specifications, and cost estimate
4	Project Management	• Coordination with City/Craftwater	

The additional infrastructure components of the design that require Electrical and Instrumentation Engineering include:

A. One (1) Local Control Panel (LCP) for monitoring and controlling the motorized weirs.
B. LED lighting beneath two (2) canopies and pathway lighting, including photometric calculations.
C. Three (3) bollard receptacles.
D. Motorized weirs.
E. Motorized gate including gate controller/operator and card reader.

Task 1 – Review As-Built Drawings and Site Visit:

Yao Engineering will perform one additional site visit to confirm the electrical information to complete the design, if necessary.

Task 2 – 90% Deliverable:

Yao Engineering will develop the 90% Deliverables including the drawings, specifications, and opinion of probable construction cost.

The entire anticipated drawing set will include the following sheets:

A. Electrical Legend
B. Site Plan
C. Enlarged Plan I – Pump Station and VCP
D. Enlarged Plan II – Electrical Room and LCP
E. Enlarged Plan III – Meadow Site Lighting and Receptacles
F. Single-line Diagram
G. Wiring Diagram – Local Control Panel
H. Wiring Diagram – Vendor Control Panel
I. Conduit and Panelboard Schedules
J. Details I
K. Details II
L. Instrumentation Legend
M. P&ID - Pump Station
N. P&ID - Weirs

The specifications will include:

A. Divisions 13 & 16

The opinion of probable construction cost will include:

A. Engineer's Opinion of Probable Construction Costs

Task 3 – Final Deliverable:

Yao Engineering will incorporate the City's final comments from the 90% Deliverable as we progress the drawing set towards the Final Deliverable. Similar to the 90% Deliverable, the Final Deliverable will include the final drawing set, final specifications, and the final opinion of probable construction cost.

Task 4 – Project Management:

Yao Engineering will provide project management, including coordination with the City and Craftwater to deliver this project on-schedule and on-budget. Yao Engineering will submit invoices to Craftwater on the first of every month for the previous month's work performed.

YAO ENGINEERING

SECTION 2 – EXCLUSIONS

Yao Engineering will only be including the additional scope that is expressly described within this proposal. If additional services are required, these can be added as a change order. Specific exclusions include:

A. Scope of services for Yao Engineering only includes Electrical and Instrumentation Engineering. All other engineering disciplines are excluded from this proposal.
B. No additional equipment requires power and/or controls other than the items within Jensen's wet well, the level transducer in the underground storage structure, the motorized weirs, lighting and receptacles in the Meadow as described above, and a motorized gate. There are no additional valves, flow meters, flow switches, pressure switches, etc.
C. Title 24 calculations.
D. Local and Vendor Control Panels are standalone panels that do not need to be monitored/controlled remotely.
E. Factory witness testing.
F. Coordination with PG&E to obtain and/or modify an existing service.
G. Power system study, including short circuit study, coordination study, and/or arc flash study.
H. Bid support.
I. Engineering services during construction.

SECTION 3 – MATERIALS TO BE PROVIDED TO YAO ENGINEERING

A. Process Flow Diagram will be provided from Craftwater Engineering to Yao Engineering in AutoCAD format (.dwg).
B. Vendor Control Panel information will be provided to Yao Engineering in AutoCAD format (.dwg).
C. Necessary backgrounds and xrefs will be provided to Yao Engineering in AutoCAD format (.dwg).
D. CAD standards, including plot settings.

SECTION 4 – SCHEDULE

Yao Engineering can commence work as soon as authorized. The proposed schedule for this project will follow the schedule Craftwater provides.

Prior to each deliverable (90% and Final), Yao Engineering will require 2 weeks after "Pencils Down" and receiving the latest AutoCAD files from Craftwater to review the changes in the other disciplines and incorporate the necessary changes to the Electrical and Instrumentation drawings, specifications, and cost estimate.

SECTION 5 – FEE ESTIMATE

The fee estimate for this project has been included at the end of this proposal.

YAO ENGINEERING

CLOSURE

We appreciate this opportunity to submit this proposal and look forward to working with Craftwater Engineering on this project. Please contact me at 407.493.4941 or fyao@yaoengineering.com if you have any questions.

Respectfully submitted,



Felix Yao, P.E.

Principal

Yao Engineering, Inc.

Yao Engineering's Proposal
to
Craftwater Engineering
for
Electrical and Instrumentation Engineering Services
for Twin Pines Park Storm Water Basin Design
Fee Estimate - Rev.4

2024 Labor Rate* ($/hr):	$193		$182		$116		$105					Total
Personnel Title:	Principal Engineer		Senior Professional		CAD Designer		Administrative Assistant		Subtotal		Reimbursable Expenses	Task Item Cost
Task X: Item Description	hours	cost	hours	cost	hours	cost	hours	cost	hours	cost	cost	cost
Task 1: Review As-built Drawings and Site Visit												
Site Investigation and Data Verification	13.00	$2,509		$0		$0		$0	13.00	$ 2,509	$1,300	$3,809
Photometric Calculations	1.00	$193	4.00	$728		$0		$0	5.00	$ 921	$0	$921
Review As-builts		$0		$0		$0		$0	0.00	$ -	$0	$0
		$0		$0		$0		$0	0.00	$ -	$0	$0
Task 1 Subtotal	**14.00**	**$2,702**	**4.00**	**$728**	**0.00**	**$0**	**0.00**	**$0**	**18.00**	**$3,430**	**$1,300**	**$4,730**
Task 2: 90% Deliverable												
Electrical Legend		$0		$0		$0		$0	0.00	$ -	$0	$0
Site Plan	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Enlarged Plan I - Pump Station and VCP		$0		$0		$0		$0	0.00	$ -	$0	$0
Enlarged Plan II - Electrical Room and LCP	4.00	$772	8.00	$1,456	8.00	$928		$0	20.00	$ 3,156	$0	$3,156
Enlarged Plan III - Meadow Site Lighting & Receptacles	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Single-line Diagram	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Wiring Diagram - Local Control Panel	4.00	$772	8.00	$1,456	8.00	$928		$0	20.00	$ 3,156	$0	$3,156
Wiring Diagram - Vendor Control Panel		$0		$0		$0		$0	0.00	$ -	$0	$0
Conduit and Panelboard Schedules	2.00	$386	8.00	$1,456	2.00	$232		$0	12.00	$ 2,074	$0	$2,074
Details I	1.00	$193	2.00	$364	2.00	$232		$0	5.00	$ 789	$0	$789
Details II	1.00	$193	2.00	$364	2.00	$232		$0	5.00	$ 789	$0	$789
Instrumentation Legend		$0		$0		$0		$0	0.00	$ -	$0	$0
P&ID - Pump Station	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
P&ID - Weirs	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Div.13 and Div.16 Specifications	4.00	$772		$0		$0	1.00	$105	5.00	$ 877	$0	$877
Opinion of Probable Construction Cost	4.00	$772		$0		$0		$0	4.00	$ 772	$0	$772
		$0		$0		$0		$0	0.00	$ -	$0	$0
Task 2 Subtotal	**30.00**	**$5,790**	**48.00**	**$8,736**	**42.00**	**$4,872**	**1.00**	**$105**	**121.00**	**$19,503**	**$0**	**$19,503**
Task 3: Final Deliverable												
Electrical Legend		$0		$0		$0		$0	0.00	$ -	$0	$0
Site Plan	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Enlarged Plan I - Pump Station and VCP		$0		$0		$0		$0	0.00	$ -	$0	$0
Enlarged Plan II - Electrical Room and LCP	4.00	$772	8.00	$1,456	8.00	$928		$0	20.00	$ 3,156	$0	$3,156
Enlarged Plan III - Meadow Site Lighting & Receptacles	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Single-line Diagram	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Wiring Diagram - Local Control Panel	4.00	$772	8.00	$1,456	8.00	$928		$0	20.00	$ 3,156	$0	$3,156
Wiring Diagram - Vendor Control Panel		$0		$0		$0		$0	0.00	$ -	$0	$0
Conduit and Panelboard Schedules	2.00	$386	8.00	$1,456	2.00	$232		$0	12.00	$ 2,074	$0	$2,074
Details I	1.00	$193	2.00	$364	2.00	$232		$0	5.00	$ 789	$0	$789
Details II	1.00	$193	2.00	$364	2.00	$232			5.00	$ 789	$0	$789
Instrumentation Legend		$0		$0		$0		$0	0.00	$ -	$0	$0
P&ID - Pump Station	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
P&ID - Weirs	2.00	$386	4.00	$728	4.00	$464		$0	10.00	$ 1,578	$0	$1,578
Div.13 and Div.16 Specifications	4.00	$772		$0		$0	1.00	$105	5.00	$ 877	$0	$877
Opinion of Probable Construction Cost	4.00	$772		$0		$0		$0	4.00	$ 772	$0	$772
		$0		$0		$0		$0	0.00	$ -	$0	$0
Task 3 Subtotal	**30.00**	**$5,790**	**48.00**	**$8,736**	**42.00**	**$4,872**	**1.00**	**$105**	**121.00**	**$19,503**	**$0**	**$19,503**
Task 4: Project Management												
Coordination with City, Craftwater Engineering, etc.	20.00	$3,860		$0		$0		$0	20.00	$ 3,860	$0	$3,860
Invoice Preparation (8 invoices @ 1 hr each)		$0		$0		$0	9.00	$945	9.00	$ 945	$0	$945
		$0		$0		$0		$0	0.00	$ -	$0	$0
Task 4 Subtotal	**20.00**	**$3,860**	**0.00**	**$0**	**0.00**	**$0**	**9.00**	**$945**	**29.00**	**$4,805**	**$0**	**$4,805**
Subtotal	**94.00**	**$18,142**	**100.00**	**$18,200**	**84.00**	**$9,744**	**11.00**	**$1,155**	**289.00**	**$47,241**	**$1,300**	**$48,541**
											Project Total =	**$48,541**

*** Labor rates increase 3% annually on January 1**

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Laura Kirby, Human Resources Management Analyst, lkirby@belmont.gov
Agenda Title:	Revised Master Employee Pay Schedule
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving revision to the City's Master Employee Pay Schedule in compliance with California's Public Employees Retirement System (CalPERS) regulations.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Per CalPERS regulations (California Code of Regulations (CCR) Title 2, Section 570.5), the City must maintain a publicly accessible pay schedule, as approved by the City Council. This schedule must cover all established positions, including key details like compensation rates, effective dates, time base, and revision history.

The City Council last adopted the City's Master Employee Pay Schedule in March 2024 via Resolution No 2024-19. Per CalPERS regulations and California Code of Regulations (CCR) Section 570.05 the City must maintain a document containing all established positions with their respective pay rates, effective date, time base and revision history.

Analysis

The updated Master Employee Pay Schedule (Exhibit A) before City Council approval contains:

- Salary schedules previously approved via MOUs with the City's respective bargaining units and agreements/programs with appointed and unrepresented employees.
- Per the contractual agreement (MOU) between the City of Belmont and the American Federation of State, County and Municipal Employees (AFSCME), all job classifications represented in this bargaining unit are to receive a three percent (3%) salary increase effective June 23, 2024.
- Per the Compensation and Benefits Plan for the Unrepresented Management Group, the control point and respective range for each position will be adjusted per salary survey with control point increases limited to 4%. The salary ranges for FY 2023-2024 and FY 2024-2025 are reflected in this revised schedule.
- No other changes are being requested.

Alternatives

1. Provide staff with alternative direction to the proposed Master Employee Pay Schedule in whole or in part.
2. Take No Action

Attachments

A. Resolution
Exhibit A – City of Belmont Master Pay Schedule – June 25, 2024

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The updated salary schedule is a contractual obligation and does have a fiscal impact. Funding for these increases were incorporated in the adopted fiscal year 2024-2025 budget.

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ADOPTING THE CITY'S REVISED MASTER EMPLOYEE PAY SCHEDULE IN ACCORDANCE WITH CALIFORNIA PUBLIC EMPLOYEES RETIREMENT SYSTEM REGULATIONS

WHEREAS, the last revision to the City's master pay schedule was approved by City Council on March 26, 2024 via Resolution No 2024-19; and,

WHEREAS, per the contractual agreement (MOU) between the City of Belmont and the American Federation of State, County and Municipal Employees (AFSCME), all job classifications represented in this bargaining unit are to receive a three percent (3%) salary increase effective June 23, 2024; and,

WHEREAS, per the Compensation and Benefits Plan for the Unrepresented Management Group, all control points in this group are to receive adjustments per the salary surveys for FY 2023-2024 and FY 2024-2025 not to exceed 4%; and,

WHEREAS, California Public Employees Retirement System (CalPERS) regulations, California Code of Regulations Title 2, Section 570.5, require pay schedules be approved and adopted by the City Council in a public meeting.

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

SECTION 1. The Revised Master Employee Pay Schedule attached hereto as Exhibit A is approved and adopted.

* * *

ADOPTED June 25, 2024 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

City of Belmont Master Employee Pay Schedule - Calendar Year 2024

Adopted June 25, 2024

			Monthly Pay Rates					
Position	*Effective Date*	*Labor Group*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Accountant I	1/7/2024	MMCEA	$ 7,126.85	$ 7,483.26	$ 7,857.39	$ 8,250.26	$ 8,662.77	$ 9,095.92
Accountant II	1/7/2024	MMCEA	$ 7,862.26	$ 8,255.37	$ 8,668.15	$ 9,101.56	$ 9,556.64	$ 10,034.46
Accountant III	1/7/2024	MMCEA	$ 9,098.12	$ 9,553.02	$ 10,030.69	$ 10,532.21	$ 11,058.81	$ 11,611.78
Accounting/Budget Manager	1/7/2024	MMCEA	$ 10,695.61	$ 11,230.39	$ 11,791.90	$ 12,381.51	$ 13,000.59	$ 13,650.62
Accounting Services Supervisor	1/7/2024	MMCEA	$ 8,396.46	$ 8,816.30	$ 9,257.11	$ 9,719.93	$ 10,205.93	$ 10,716.28
Accounting Technician I	6/23/2024	AFSCME	$ 5,708.37	$ 5,993.79	$ 6,293.48	$ 6,608.15	$ 6,938.56	
Accounting Technician II	6/23/2024	AFSCME	$ 6,279.37	$ 6,593.34	$ 6,923.00	$ 7,269.15	$ 7,632.61	
Accounting Technician III	6/23/2024	AFSCME	$ 7,052.13	$ 7,404.74	$ 7,774.97	$ 8,163.72	$ 8,571.91	
Administrative Assistant	1/7/2024	MMCEA	$ 6,075.21	$ 6,378.98	$ 6,697.92	$ 7,032.81	$ 7,384.46	$ 7,753.68
Administrative Services Director	1/1/2024	Unrep	$ 16,242.30					$ 20,302.88
Assistant City Manager	1/1/2024	Unrep	$ 18,821.57					$ 23,526.96
Assistant Civil Engineer	1/7/2024	MMCEA	$ 8,400.14	$ 8,820.11	$ 9,261.13	$ 9,724.19	$ 10,210.39	$ 10,720.91
Assistant Planner	1/7/2024	MMCEA	$ 7,469.90	$ 7,843.39	$ 8,235.55	$ 8,647.36	$ 9,079.68	$ 9,533.68
Assistant PW Director/City Engineer	1/7/2024	MMCEA	$ 14,268.03	$ 14,981.43	$ 15,730.49	$ 16,517.02	$ 17,342.87	$ 18,210.01
Associate Civil Engineer	1/7/2024	MMCEA	$ 9,541.23	$ 10,018.29	$ 10,519.23	$ 11,045.18	$ 11,597.43	$ 12,177.29
Associate Planner	1/7/2024	MMCEA	$ 8,416.13	$ 8,836.97	$ 9,278.79	$ 9,742.72	$ 10,229.87	$ 10,741.38
Building Inspector I	6/23/2024	AFSCME	$ 8,105.36	$ 8,510.62	$ 8,936.15	$ 9,382.96	$ 9,852.11	
Building Inspector II	6/23/2024	AFSCME	$ 8,597.54	$ 9,027.42	$ 9,478.79	$ 9,952.73	$ 10,450.37	
City Attorney	10/1/2023	Unrep	$ 24,288.24					
City Clerk	1/7/2024	Unrep	$ 10,060.74	$ 10,563.78	$ 11,091.97	$ 11,646.57	$ 12,228.90	$ 12,840.35
City Manager	9/1/2023	Unrep	$ 25,717.98					
Chief Building Official	1/7/2024	MMCEA	$ 11,664.60	$ 12,247.84	$ 12,860.24	$ 13,503.25	$ 14,178.41	$ 14,887.32
Code Enforcement Officer	6/23/2024	AFSCME	$ 7,616.15	$ 7,996.95	$ 8,396.80	$ 8,816.64	$ 9,257.47	
Community Development Director	1/1/2024	Unrep	$ 16,892.00					$ 21,115.00
Community Engagement Specialist	1/7/2024	Unrep	$ 8,884.33	$ 9,328.54	$ 9,794.97	$ 10,284.72	$ 10,798.95	$ 11,338.90
Community Service Officer	12/24/2023	BPOA	$ 5,394.80	$ 5,664.54	$ 5,947.77	$ 6,245.16	$ 6,557.41	$ 6,885.29
Construction Inspector	6/23/2024	AFSCME	$ 9,003.46	$ 9,453.63	$ 9,926.31	$ 10,422.63	$ 10,943.76	
Deputy Planning and Comm Dev Director	1/7/2024	Unrep	$ 14,218.00	$ 14,928.90	$ 15,675.35	$ 16,459.12	$ 17,282.08	$ 18,146.18
Deputy City Clerk	1/7/2024	MMCEA	$ 6,418.21	$ 6,739.11	$ 7,076.06	$ 7,429.89	$ 7,801.38	$ 8,191.46
Deputy Finance Director	1/7/2024	MMCEA	$ 12,591.61	$ 13,221.17	$ 13,882.23	$ 14,576.37	$ 15,305.17	$ 16,070.43
Electrician	6/23/2024	AFSCME	$ 7,345.52	$ 7,712.79	$ 8,098.43	$ 8,503.35	$ 8,928.52	
Engineering Technician	6/23/2024	AFSCME	$ 7,289.04	$ 7,653.50	$ 8,036.17	$ 8,437.98	$ 8,859.88	

City of Belmont Master Employee Pay Schedule - Calendar Year 2024

Adopted June 25, 2024

Monthly Pay Rates

Position	*Effective Date*	*Labor Group*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Equipment Operator	6/23/2024	AFSCME	$ 6,457.85	$ 6,780.75	$ 7,119.78	$ 7,475.77	$ 7,849.56	
Executive Assistant To City Manager	1/7/2024	MMCEA	$ 7,069.48	$ 7,422.98	$ 7,794.13	$ 8,183.84	$ 8,593.01	$ 9,022.68
Finance Director	1/1/2024	Unrep	$ 16,892.00					$ 21,115.00
GIS Coordinator I	1/7/2024	MMCEA	$ 7,700.78	$ 8,085.82	$ 8,490.15	$ 8,914.60	$ 9,360.34	$ 9,828.38
GIS Coordinator II	1/7/2024	MMCEA	$ 8,840.56	$ 9,282.58	$ 9,746.70	$ 10,234.04	$ 10,745.76	$ 11,283.01
GIS Coordinator III	1/7/2024	MMCEA	$ 10,374.61	$ 10,893.34	$ 11,438.01	$ 12,009.93	$ 12,610.42	$ 13,240.97
Head Teacher	6/23/2024	AFSCME	$ 4,765.69	$ 5,003.98	$ 5,254.18	$ 5,516.89	$ 5,792.73	
Housing and Economic Development Manager	1/7/2024	MMCEA	$ 10,695.61	$ 11,230.39	$ 11,791.90	$ 12,381.51	$ 13,000.59	$ 13,650.62
Housing Specialist	1/7/2024	MMCEA	$ 8,416.13	$ 8,836.97	$ 9,278.79	$ 9,742.72	$ 10,229.87	$ 10,741.36
IT Business System Analyst	1/7/2024	Unrep	$ 11,413.03	$ 11,983.68	$ 12,582.86	$ 13,212.00	$ 13,872.60	$ 14,566.23
Information Technology Manager	1/7/2024	Unrep	$ 12,689.60	$ 13,324.08	$ 13,990.28	$ 14,689.79	$ 15,424.28	$ 16,195.49
Lead Police Dispatcher	12/24/2023	BPOA	$ 8,335.26	$ 8,750.06	$ 9,189.82	$ 9,649.79	$ 10,131.15	$ 10,637.70
Maintenance Worker I	6/23/2024	AFSCME	$ 5,339.63	$ 5,606.61	$ 5,886.94	$ 6,181.29	$ 6,490.35	
Maintenance Worker II	6/23/2024	AFSCME	$ 5,910.63	$ 6,206.16	$ 6,516.47	$ 6,842.29	$ 7,184.41	
Management Analyst II	1/7/2024	MMCEA	$ 8,737.78	$ 9,174.67	$ 9,633.43	$ 10,115.10	$ 10,620.82	$ 11,151.85
Management Anaylst I	1/7/2024	MMCEA	$ 8,022.41	$ 8,423.55	$ 8,844.69	$ 9,286.93	$ 9,751.31	$ 10,238.87
Mechanic	6/23/2024	AFSCME	$ 6,548.50	$ 6,875.92	$ 7,219.72	$ 7,580.71	$ 7,959.74	
Office Assistant I	6/23/2024	AFSCME	$ 5,067.52	$ 5,320.90	$ 5,586.94	$ 5,866.29	$ 6,159.60	
Office Assistant II	6/23/2024	AFSCME	$ 5,629.62	$ 5,911.10	$ 6,206.66	$ 6,516.99	$ 6,842.84	
Parks & Recreation Director	1/1/2024	Unrep	$ 16,855.66					$ 21,069.57
Parks and Facilities Maintenance Worker I [5]	6/23/2024	AFSCME	$ 5,339.63	$ 5,606.61	$ 5,886.94	$ 6,181.29	$ 6,490.35	
Parks and Facilities Maintenance Worker II [5]	6/23/2024	AFSCME	$ 5,910.63	$ 6,206.16	$ 6,516.47	$ 6,842.29	$ 7,184.41	
Parks and Facilities Manager [5]	1/7/2024	MMCEA	$ 10,472.78	$ 10,996.44	$ 11,546.29	$ 12,123.57	$ 12,729.75	$ 13,366.26
Parks and Facilities Supervisor	1/7/2024	MMCEA	$ 8,426.80	$ 8,848.14	$ 9,290.55	$ 9,755.08	$ 10,242.83	$ 10,754.97
Payroll Manager	1/7/2024	Unrep	$ 8,919.73	$ 9,365.72	$ 9,834.01	$ 10,325.71	$ 10,842.00	$ 11,384.10
Permit Technician	6/23/2024	AFSCME	$ 6,906.88	$ 7,252.23	$ 7,614.84	$ 7,995.58	$ 8,395.36	
Planning Technician	6/23/2024	AFSCME	$ 6,906.88	$ 7,252.23	$ 7,614.84	$ 7,995.58	$ 8,395.36	
Police Captain	1/7/2024	MMCEA	$ 14,556.76	$ 15,284.59	$ 16,048.78	$ 16,851.22	$ 17,693.82	$ 18,578.52
Police Chief	1/1/2024	Unrep	$ 18,821.57					$ 23,526.96
Police Corporal Advanced POST	12/24/2023	BPOA	$ 9,893.44	$ 10,388.11	$ 10,907.52	$ 11,452.90	$ 12,025.54	$ 12,626.81
Police Corporal Basic POST	12/24/2023	BPOA	$ 8,974.70	$ 9,423.43	$ 9,894.60	$ 10,389.33	$ 10,908.80	$ 11,454.24

City of Belmont Master Employee Pay Schedule - Calendar Year 2024

Adopted June 25, 2024

Monthly Pay Rates

Position	*Effective Date*	*Labor Group*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Police Corporal Intermediate POST	12/24/2023	BPOA	$ 9,421.59	$ 9,892.67	$ 10,387.30	$ 10,906.67	$ 11,452.00	$ 12,024.60
Police Dispatcher	12/24/2023	BPOA	$ 7,376.11	$ 7,744.91	$ 8,132.16	$ 8,538.76	$ 8,965.70	$ 9,413.99
Police Lieutenant	1/7/2024	MMCEA	$ 13,128.69	$ 13,785.14	$ 14,474.41	$ 15,198.11	$ 15,957.99	$ 16,755.90
Police Officer Advanced POST	12/24/2023	BPOA	$ 9,421.59	$ 9,892.67	$ 10,387.30	$ 10,906.67	$ 11,452.00	$ 12,024.60
Police Officer Basic POST	12/24/2023	BPOA	$ 8,546.82	$ 8,974.16	$ 9,422.87	$ 9,894.01	$ 10,388.71	$ 10,908.15
Police Officer Intermediate POST	12/24/2023	BPOA	$ 8,974.70	$ 9,423.43	$ 9,894.60	$ 10,389.33	$ 10,908.80	$ 11,454.24
Police Officer Recruit	12/24/2023	BPOA	$ 6,809.17					
Police Records Specialist I	12/24/2023	BPOA	$ 5,464.93	$ 5,738.17	$ 6,025.08	$ 6,326.33	$ 6,642.65	$ 6,974.78
Police Records Specialist II	12/24/2023	BPOA	$ 5,738.29	$ 6,025.20	$ 6,326.46	$ 6,642.79	$ 6,974.93	$ 7,323.68
Police Sergeant Advanced POST	12/24/2023	BPOA	$ 11,093.87	$ 11,648.56	$ 12,230.99	$ 12,842.54	$ 13,484.67	$ 14,158.91
Police Sergeant Intermediate POST	12/24/2023	BPOA	$ 10,563.78	$ 11,091.97	$ 11,646.56	$ 12,228.90	$ 12,840.34	$ 13,482.36
Principal Management Analyst	1/7/2024	Unrep	$ 11,633.00	$ 12,215.00	$ 12,826.00	$ 13,467.00	$ 14,140.00	$ 14,847.00
Principal Planner	1/7/2024	MMCEA	$ 11,892.82	$ 12,487.49	$ 13,111.87	$ 13,767.42	$ 14,455.82	$ 15,178.59
Public Works Director	1/1/2024	Unrep	$ 17,798.81					$ 22,248.51
Public Works Field Supervisor	1/7/2024	MMCEA	$ 8,426.80	$ 8,848.18	$ 9,290.55	$ 9,755.12	$ 10,242.85	$ 10,754.98
Public Works Services Manager	1/7/2024	MMCEA	$ 11,632.60	$ 12,214.21	$ 12,824.94	$ 13,466.16	$ 14,139.49	$ 14,864.44
PW Lead Maintenance	6/23/2024	AFSCME	$ 6,780.50	$ 7,119.52	$ 7,475.50	$ 7,849.27	$ 8,241.74	
Recreation Manager	1/7/2024	MMCEA	$ 9,618.62	$ 10,099.54	$ 10,604.54	$ 11,134.76	$ 11,691.51	$ 12,276.09
Recreation Program Coordinator	1/7/2024	MMCEA	$ 6,075.23	$ 6,378.98	$ 6,697.92	$ 7,032.81	$ 7,384.44	$ 7,753.68
Recreation Specialist II (Hourly)*	1/1/2024	AFSCME	$ 23.09	$ 24.25	$ 25.46	$ 26.73	$ 28.07	
Recreation Supervisor	1/7/2024	MMCEA	$ 8,035.74	$ 8,437.56	$ 8,859.45	$ 9,302.41	$ 9,767.50	$ 10,255.88
Senior Civil Engineer	1/7/2024	MMCEA	$ 11,734.05	$ 12,320.74	$ 12,936.74	$ 13,583.59	$ 14,262.75	$ 14,975.91
Senior Mechanic	6/23/2024	AFSCME	$ 6,955.94	$ 7,303.73	$ 7,668.92	$ 8,052.37	$ 8,454.99	
Senior Planner	1/7/2024	MMCEA	$ 9,586.59	$ 10,065.95	$ 10,569.26	$ 11,097.66	$ 11,652.59	$ 12,235.21
Senior Permit Technician	6/23/2024	AFSCME	$ 7,995.58	$ 8,395.36	$ 8,815.13	$ 9,255.88	$ 9,718.68	
Sr Parks and Facilties Maintenance Worker [5]	6/23/2024	AFSCME	$ 6,780.50	$ 7,119.52	$ 7,475.50	$ 7,849.27	$ 8,241.74	
Street Sweeper Operator	6/23/2024	AFSCME	$ 6,176.76	$ 6,485.60	$ 6,809.88	$ 7,150.37	$ 7,507.89	
Teacher	6/23/2024	AFSCME	$ 4,144.14	$ 4,351.35	$ 4,568.91	$ 4,797.36	$ 5,037.23	
Teacher's Aide (Hourly)	6/23/2024	AFSCME	$ 20.93	$ 21.97	$ 23.07	$ 24.23	$ 25.44	
Technology Specialist I	1/7/2024	MMCEA	$ 7,586.02	$ 7,965.30	$ 8,363.60	$ 8,781.71	$ 9,220.81	$ 9,681.86
Technology Specialist II	1/7/2024	MMCEA	$ 9,406.90	$ 9,877.27	$ 10,371.08	$ 10,889.66	$ 11,434.16	$ 12,005.84
Technology Specialist III	1/7/2024	MMCEA	$ 10,375.48	$ 10,894.27	$ 11,438.98	$ 12,010.93	$ 12,611.46	$ 13,242.03

City of Belmont Master Employee Pay Schedule - Calendar Year 2024

Adopted June 25, 2024

Unrepresented Per Diem Positions

		Hourly Pay Rates					
Position	*Effective Date*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Accounting Technician I [1]	6/23/2024	$ 32.93	$ 34.58	$ 36.31	$ 38.12	$ 40.03	
Accounting Technician II [1]	6/23/2024	$ 36.23	$ 38.04	$ 39.94	$ 41.94	$ 44.03	
Accounting Technician III [1]	6/23/2024	$ 40.69	$ 42.72	$ 44.86	$ 47.10	$ 49.45	
Administrative Assistant [1]	1/7/2024	$ 35.05	$ 36.80	$ 38.64	$ 40.57	$ 42.60	$ 44.73
Associate Civil Engineer [1]	1/7/2024	$ 55.05	$ 57.80	$ 60.69	$ 63.72	$ 66.91	$ 70.25
Building Attendant I [4**]	1/1/2024	$ 18.22	$ 19.13	$ 20.09	$ 21.09	$ 22.14	
Building Attendant II [4**]	1/1/2024	$ 20.04	$ 21.04	$ 22.09	$ 23.19	$ 24.35	
Dispatcher, Per Diem [3]	12/24/2023	$ 48.09	$ 50.48	$ 53.02	$ 55.67	$ 58.45	$ 61.37
Electrician [1]	6/23/2024	$ 42.38	$ 44.50	$ 46.72	$ 49.06	$ 51.51	
Head Teacher [1]	6/23/2024	$ 27.49	$ 28.87	$ 30.31	$ 31.83	$ 33.42	
Intern	1/1/2024	$ 17.35	$ 18.22	$ 19.13	$ 20.08	$ 21.09	
Lifeguard I	1/1/2024	$ 18.95	$ 19.90	$ 20.90	$ 21.95	$ 23.05	
Lifeguard II	1/1/2024	$ 19.95	$ 20.95	$ 22.00	$ 23.10	$ 24.26	
Maintenance Worker I [1]	6/23/2024	$ 30.81	$ 32.35	$ 33.96	$ 35.66	$ 37.44	
Nutrition Site Coordinator	1/1/2023	$ 23.10	$ 24.26	$ 25.47	$ 26.74	$ 28.08	
Office Assistant I [1]	6/23/2024	$ 29.24	$ 30.70	$ 32.23	$ 33.84	$ 35.54	
Office Assistant II [1]	6/23/2024	$ 32.48	$ 34.10	$ 35.81	$ 37.60	$ 39.48	
Planning Technician [1]	6/23/2024	$ 39.85	$ 41.84	$ 43.93	$ 46.13	$ 48.43	
Police Officer (Advanced POST), Per Diem [2]	12/24/2023	$ 51.77	$ 54.36	$ 57.07	$ 59.93	$ 62.92	$ 66.07
Police Officer (Basic POST), Per Diem [2]	12/24/2023	$ 46.96	$ 49.31	$ 51.77	$ 54.36	$ 57.08	$ 59.93
Police Officer (Inter POST), Per Diem [2]	12/24/2023	$ 49.31	$ 51.78	$ 54.37	$ 57.08	$ 59.94	$ 62.94
Police Records Specialist I, Per Diem [1]	12/24/2023	$ 31.53	$ 33.10	$ 34.76	$ 36.50	$ 38.32	$ 40.24
Police Records Specialist II, Per Diem [1]	12/24/2023	$ 33.11	$ 34.76	$ 36.50	$ 38.32	$ 40.24	$ 42.25
Recreation Leader [4]	1/1/2024	$ 17.35	$ 18.22	$ 19.13	$ 20.09	$ 21.09	
Recreation Program Coordinator [1]	1/7/2024	$ 35.05	$ 36.80	$ 38.64	$ 40.57	$ 42.60	$ 44.73
Recreation Specialist I [4]	1/1/2024	$ 21.00	$ 22.05	$ 23.15	$ 24.31	$ 25.53	
Recreation Specialist II [4]	1/1/2024	$ 23.09	$ 24.25	$ 25.46	$ 26.73	$ 28.07	

City of Belmont Master Employee Pay Schedule - Calendar Year 2024

Adopted June 25, 2024

Unrepresented Per Diem Positions

		Hourly Pay Rates					
Position	*Effective Date*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Senior Lifeguard [4]	1/1/2024	$ 21.95	$ 23.05	$ 24.20	$ 25.41	$ 26.68	
Senior Rec Leader [4]	1/1/2024	$ 19.09	$ 20.04	$ 21.04	$ 22.09	$ 23.19	
Street Sweeper Operator [1]	6/23/2024	$ 35.64	$ 37.42	$ 39.29	$ 41.25	$ 43.31	
Teacher [1]	6/23/2024	$ 23.91	$ 25.10	$ 26.36	$ 27.68	$ 29.06	
Teacher's Aide [1]	6/23/2024	$ 20.93	$ 21.97	$ 23.07	$ 24.23	$ 25.44	
Technology Specialist I [1]	1/7/2024	$ 43.77	$ 45.95	$ 48.25	$ 50.66	$ 53.20	$ 55.86
Technology Specialist II [1]	1/7/2024	$ 54.27	$ 56.98	$ 59.83	$ 62.82	$ 65.97	$ 69.26
Technology Specialist III [1]	1/7/2024	$ 59.86	$ 62.85	$ 65.99	$ 69.29	$ 72.76	$ 76.40
Van Driver [4]	1/1/2024	$ 21.00	$ 22.05	$ 23.15	$ 24.31	$ 25.53	

Notes

Unrepresented per diem: A position having a workweek of fewer hours than the workweek established for full-time positions in the class

* AFSCME represented Recreation Specialist II position adjusted to coincide with per diem rate adjusted due to Belmont minimum wage increase

** Building Attendants I and II are eligilbe to receive a weekend differential of $1.00 per hour for work performed on Saturdays and Sundays

[1] Hourly pay rates derived by multiplying full-time equivalent monthly rate by 12 (months in year) and dividing by 2080 (hours in work year)

[2] Hourly pay rates derived by multiplying full-time equivalent monthly rate by 12 (months in year) and dividing by 2184 (hours in work year)

[3] Hourly pay rates derived by multiplying full-time Lead Police Dispatcher by 12 (months in year) and dividing by 2080 (hours in work year)

[4] Tied to Belmont minimum wage as follows:

Recreation Leader - Adjusted to Minimum Wage
Building Attendant I*- 5% Above Above Recreation Ldr
Building Attendant II*- 10% Above Building Attendant I
Lifeguard I - 5% Below Lifeguard II
Lifeguard II - 15% Above Rec Leader
Nutrition Site Coordinator - Tied to Recreation Specialist II
Recreation Specialist I - 10% Above Sr. Rec Leader
Recreation Specialist II - 10% Above Rec Spec I
Sr Rec Leader - 10% Above Rec Leader
Sr. Lifeguard - 10% Above Lifeguard II
Van Driver - Tied to Recreation Specialist I

[5] "Facilities" added to position title

City of Belmont Master Employee Pay Schedule - Calendar Year 2024

Adopted June 25, 2024

Revision History

Resolution 2018-04 Initial Adoption	March 13,2018
Resolution 2019-019 Revised Adoption	February 23,2021
Resolution 2022-093 Revised Adoption	September 27,2022
Resolution 2022-109 Revised Adoption	November 8, 2022
Resolution 2023-058 Revised Adoption	June 27, 2023
Resolution 2023-074 Revised Adoption	September 26, 2023
Resolution 2023-094 Revised Adoption	November 28, 2023
Resolution 2024-02 Revised Adpotion	January 9, 2024
Resolution 2024-19 Revised Adpotion	March 26, 2024

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998, bnguyen@belmont.gov
Agenda Title:	Belmont Village Bicycle Improvement Project Appropriation and TDA Article 3 Allocation
Agenda Action:	Resolution

Recommendation

Adopt a resolution 1) for the fiscal year 2024-25 grant funding allocation request to the Metropolitan Transportation Commission (MTC)'s Transportation Development Act (TDA) Article 3 Pedestrian/Bicycle project funding totaling $330,000, and 2) authorizing a budget appropriation to the Belmont Village Bicycle Improvement Project #7098 in the amount of $530,000, to be funded by $330,000 in TDA grant funding and $200,000 from the Street Improvement Fund.

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 use 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, San Mateo County Transportation Authority (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 has an action plan to implement the recommendations set forth by both the Comprehensive Pedestrian/Bicycle Plan and the BVSP with the Belmont Village Pedestrian/Bicycle Improvement Project (Project).

Analysis

The Belmont Village Bicycle Improvements propose to install Class II Bicycle facilities (striped buffer bike lane) along Ralston Avenue, Sixth Avenue, Fifth Avenue, and Emmet Avenue and a Class III (bicycle boulevard) along Hiller Street and O'Neill Avenue. These streets currently have little to no bicycle improvements, which poses a concern for bicyclists along the busy Belmont corridors. With the quick build Bicycle improvement project, the City is providing safer facilities for bicyclists while further implementing the recommendations and strategic goals of the 2016 *City of Belmont Comprehensive Pedestrian and Bicycle Plan*, which has also been incorporated into the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan. See Attachment B – 65% Plans for reference.

City Staff requests a budget appropriation of $200,000 from the Street Improvements Fund for completing 100% plans, specifications and estimates, and for construction. To further facilitate the Project's construction funding needs, City staff has applied for the MTC's TDA Article III funding program and received a grant award of $330,000, see Project Application Form as shown in Exhibit 1 of the Resolution for reference. The total budgeted cost for the project will be $530,000 for both design and construction.

The MTC, as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding. It also requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, Countywide coordinated claim from each county in the San Francisco Bay region. The City is requesting from the MTC the allocation of TDA Article 3 funds to support the Project of this resolution, which are for the exclusive benefit and use of pedestrians and bicyclists. The City of Belmont declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code. There is no pending or threatened litigation that might adversely affect the project or projects described in the project application as shown in Exhibit 2 of the resolution, or that might impair the ability of the City of Belmont to carry out the project. The City of Belmont attests to the accuracy of and approves the statements in the Findings as shown in Exhibit 1 of the Resolution.

Alternatives

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

Attachments

A. Resolution
   Exhibit 1 – Findings
   Exhibit 2 – Project Application
B. 65% Plans

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:	A budget appropriation to the Belmont Village Bicycle Improvement Project #7098 in the amount of $530,000, to be funded by $330,000 in TDA grant funding and $200,000 from the Street Improvement Fund.

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING FOR THE FISCAL YEAR 2024-25 GRANT FUNDING ALLOCATION REQUEST TO THE METROPOLITAN TRANSPORTATION COMMISSION TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 PEDESTRIAN/BICYCLE PROJECT FUNDING TOTALING $330,000, AND AUTHORIZING A BUDGET APPROPRIATION TO THE BELMONT VILLAGE BICYCLE IMPROVEMENT PROJECT #7098 IN THE AMOUNT OF $530,000 , TO BE FUNDED BY $330,000 IN TDA GRANT FUNDING AND $200,000 FROM THE STREET IMPROVEMENT FUND.

WHEREAS, 65% plans were developed to install a majority of Class II Bicycle facilities along Ralston Avenue, Sixth Avenue, Fifth Avenue, and Emmet Avenue. Additionally, a Class III Bicycle Boulevard improvement will also be implemented along Hiller Street and O'Neill Avenue; and,

WHEREAS, with the quick build Bicycle improvement project, City of Belmont will be able to provide safer facilities for bicycle users while further implementing the recommendations/strategic goals of the 2016 City of Belmont Comprehensive Pedestrian and Bicycle Plan; and,

WHEREAS, city Staff requests budget appropriation of $530,000 for completing 100% plans, specifications and estimates and for construction; and,

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and,

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, Revised, entitled "Transportation Development Act, Article 3, Pedestrian/Bicycle Projects," which delineates procedures and criteria for submission of requests for the allocation of "TDA Article 3" funding; and,

WHEREAS, MTC Resolution No. 4108, Revised requires that requests for the allocation of TDA Article 3 funding be submitted as part of a single, countywide coordinated claim from each county in the San Francisco Bay region; and,

WHEREAS, the City of Belmont desires to submit a request to MTC for the allocation of TDA Article 3 funds to support the projects described in Exhibit 2 to this resolution, which are for the exclusive benefit and/or use of pedestrians and/or bicyclists.

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

SECTION 1. That the City of Belmont declares it is eligible to request an allocation of TDA Article 3 funds pursuant to Section 99234 of the Public Utilities Code.

SECTION 2. That there is no pending or threatened litigation that might adversely affect the project or projects described in Exhibit 2 to this resolution, or that might impair the ability of the City of Belmont to carry out the project.

SECTION 3. That the City of Belmont attests to the accuracy of and approves the statements in Exhibit 1 to this resolution.

SECTION 4. That a certified copy of this resolution and its Exhibits, and any accompanying supporting materials shall be forwarded to the Congestion Management Agency, Countywide Transportation Planning Agency, or City/County Association of Governments, as the case may be, of San Mateo County for submission to MTC as part of the countywide coordinated TDA Article 3 claim.

SECTION 5. That the Belmont City Council hereby approves the request to the MTC for an allocation of TDA Article 3 Pedestrian and Bicycle Project Funding of $330,000 in Fiscal Year 2024-2025 for the Belmont Village Bicycle Improvement Plan.

SECTION 6. That the Belmont City Council authorizes a budget appropriation to the Belmont Village Bicycle Improvement Project #7098 in the amount of $530,000, to be funded by $330,000 in TDA grant funding and $200,000 from the Street Improvement Fund.

* * *

ADOPTED June 25, 2024 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

Exhibit 1

Re: Request to the Metropolitan Transportation Commission for the Allocation of Fiscal Year **2024/2025** Transportation Development Act Article 3 Pedestrian/Bicycle Project Funding

Findings

1. That the City of Belmont is not legally impeded from submitting a request to the Metropolitan Transportation Commission for the allocation of Transportation Development Act (TDA) Article 3 funds, nor is the City of Belmont legally impeded from undertaking the project(s) described in "Attachment B" of this resolution.
2. That the City of Belmont has committed adequate staffing resources to complete the project(s) described in Attachment B.
3. A review of the project(s) described in Attachment B has resulted in the consideration of all pertinent matters, including those related to environmental and right-of-way permits and clearances, attendant to the successful completion of the project(s).
4. Issues attendant to securing environmental and right-of-way permits and clearances for the projects described in Attachment B have been reviewed and will be concluded in a manner and on a schedule that will not jeopardize the deadline for the use of the TDA funds being requested.
5. That the project(s) described in Attachment B comply with the requirements of the California Environmental Quality Act (CEQA, Public Resources Code Sections 21000 et seq.).
6. That as portrayed in the budgetary description(s) of the project(s) in Attachment B, the sources of funding other than TDA are assured and adequate for completion of the project(s).
7. That the project(s) described in Attachment B are for capital construction and/or final design and engineering or quick build project; and/or for the maintenance of a Class I bikeway which is closed to motorized traffic and/or Class IV separated bikeway; and/or for the purposes of restriping Class II bicycle lanes; and/or for the development or support of a bicycle safety education program; and/or for the development of a comprehensive bicycle and/or pedestrian facilities plan, and an allocation of TDA Article 3 funding for such a plan has not been received by the City of Belmont within the prior five fiscal years.
8. That the project(s) described in Attachment B which are bicycle projects have been included in a detailed bicycle circulation element included in an adopted general plan, or included in an adopted comprehensive bikeway plan (such as outlined in Section 2377 of the California Bikeways Act, Streets and Highways Code section 2370 et seq.) or responds to an immediate community need, such as a quick-build project.
9. That any project described in Attachment B bicycle project meets the mandatory minimum safety design criteria published in the California Highway Design Manual or is in a National Association of City and Transportation Officials (NACTO) guidance or similar best practices document.
10. That the project(s) described in Attachment B will be completed in the allocated time (fiscal year of allocation plus two additional fiscal years).
11. That the City of Belmont agrees to maintain, or provide for the maintenance of, the project(s) and facilities described in Attachment B, for the benefit of and use by the public.

Exhibit 2

TDA Article 3 Project Application Form

1. **Agency**	City of Belmont		
2. **Primary Contact**	Brian Nguyen		
3. **Mailing Address**	1 Twin Pines Ln, Belmont, CA 94002		
4. **Email Address**	bnguyen@belmont.gov	5. **Phone Number**	650-637-2998
6. **Secondary Contact** (in the event primary is not available)	Tracy Scramaglia		
7. **Mailing address** (if different) N/A☒			
8. **Email Address**	tscramaglia@belmont.gov	9. **Phone Number**	650-595-7469
10. **Send allocation instructions to** (if different from above):			
11. **Project Title**	Belmont Village Bicycle Improvements		
12. **Amount requested**	$330,000	13. **Fiscal Year of Claim**	FY 2024/2025

14. **Description of Overall Project:**

The Belmont Village Bike Improvements proposes to install a majority of Class II bike facilities along Ralston Avenue, Sixth Avenue, Fifth Avenue, and Emmet Avenue. Additionally, a Class III Bike Boulevard improvement will also be implemented along Hiller Street, Old County Road and O'Neill Avenue.

15. **Project Scope Proposed for Funding:** (Project level environmental, preliminary planning, and ROW are ineligible uses of TDA funds.)

Bicycle Facilities signage and striping to meet current Caltrans and CA MUTCD requirements.

16. **Project Location:** A map of the project location is attached or a link to a online map of the project location is provided below:

https://www.google.com/maps/place/Belmont+City+Hall/@37.5197143,-122.2777878,16.25z/data=!4m6!3m5!1s0x808f9f5a9d08f75d:0xfb4369c38cc027c0!8m2!3d37.5181383!4d-122.2768327!16s%2Fg%2F1th5jpwj?entry=ttu

Project Relation to Regional Policies (for information only)

17. Is the project in an Equity Priority Community? Yes☐ No☒

18. Is this project in a Priority Development Area or a Transit-Oriented Community? Yes☒ No☐

19. **Project Budget and Schedule**

Project Phase	TDA 3	Other Funds	Total Cost	Estimated Completion (month/year)
Bike/Ped Plan		**10,000**	10,000	Completed
ENV				
PA&ED				
PS&E		100,000	100,000	Nov-24
ROW				
CON	330,000	100,000	430,000	Sep-25
Total Cost	**330,000**	**210,000**	**540,000**	

Project Eligibility

A. Has the project been reviewed by the Bicycle and Pedestrian Advisory Committee? Yes☒ No☐
If "YES," identify the date and provide a copy or link to the agenda.
If "NO," provide an explanation).

B. Has the project been approved by the claimant's governing body? Yes☒ No☐
If "NO," provide expected date:_____

C. Has this project previously received TDA Article 3 funding? Yes☐ No☒
(If "YES," provide an explanation on a separate page)

D. For "bikeways," does the project meet Caltrans minimum safety design criteria pursuant to Chapter 1000 of the California Highway Design Manual? Yes☒ No☐

E. **1.** Is the project categorically exempt from CEQA, pursuant to CCR Section 15301(c), Existing Facility? Yes☐ No☒

2. If "NO" above, is the project is exempt from CEQA for another reason? Yes☐ No☐
Cite the basis for the exemption. _____ N/A☒
If the project is not exempt, please check "NO," and provide environmental documentation, as appropriate.

F. Estimated Completion Date of project (month and year): September 2025

G. Have provisions been made by the claimant to maintain the project or facility, or has the claimant arranged for such maintenance by another agency? (If an agency other than the Claimant is to maintain the facility, please identify below and provide the agreement. Yes☒ No☐

H. Is a Complete Streets Checklist required for this project ? Yes☐ No☒
If the amount requested is over $250,000 or if the total project phase or construction phase is over $250,000, a Complete Streets checklist is likely required. Please attach the Complete Streets checklist or record of review, as applicable. More information and the form may be found here: https://mtc.ca.gov/planning/transportation/complete-streets

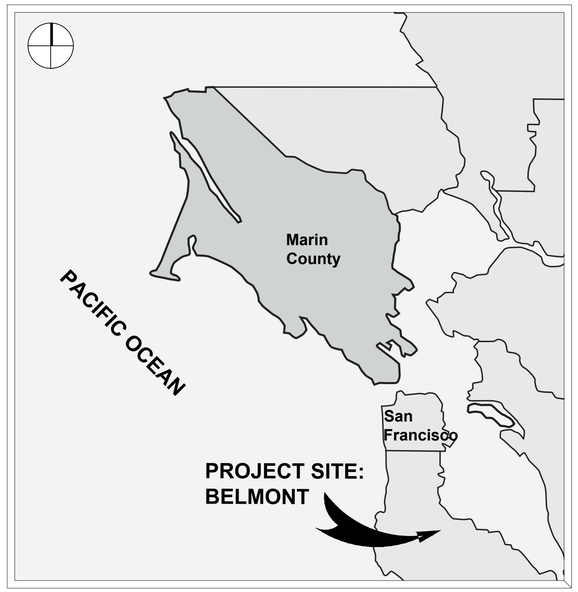
ATTACHMENT B - 65% PLANS

CITY OF BELMONT

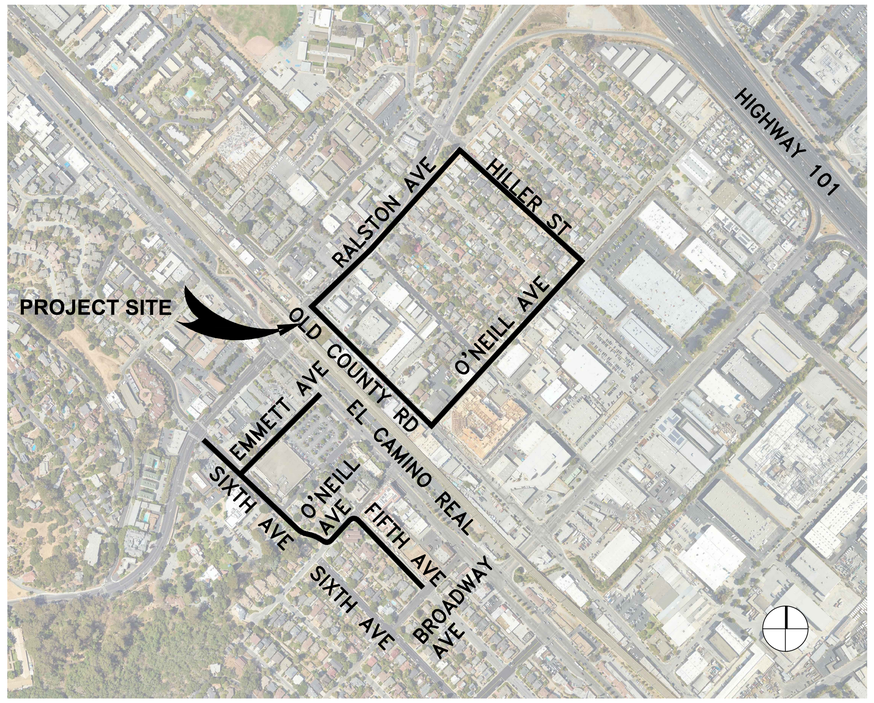
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS

MARCH 2024

LOCATION MAP
NOT TO SCALE



PROJECT SITE
NOT TO SCALE



INDEX OF SHEETS

SHEET	DRAWING	DESCRIPTION
1	T–1	TITLE SHEET
2	L–1	SIXTH AVENUE, RALSTON AVENUE TO EMMETT AVENUE
3	L–2	SIXTH AVENUE, WALTERMIRE STREET TO O'NEILL AVENUE
4	L–3	O'NEILL AVENUE, SIXTH AVENUE TO FIFTH AVENUE
5	L–4	FIFTH AVENUE, O'NEILL AVENUE TO BROADWAY AVENUE
6	L–5	EMMETT AVENUE, SIXTH AVENUE TO EL CAMINO REAL
7	L–6	HILLER STREET, RALSTON AVENUE TO O'NEILL AVENUE
8	L–7	O'NEILL AVENUE, OLD COUNTY ROAD TO HILLER STREET
9	L–8	RALSTON AVENUE, OLD COUNTY ROAD TO ELMER STREET
10	L–9	RALSTON AVENUE, FURLONG STREET TO HILLER STREET
11	L–10	OLD COUNTY ROAD, RALSTON AVENUE TO O'NEILL AVENUE

PREPARED UNDER THE DIRECTION OF:

ANDREW LEE, PE, TE
MANAGING CONSULTANT, PARAMETRIX

CONCEPT PLAN
NOT FOR CONSTRUCTION

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

Parametrix

DRAWN:	CHECKED:	ADDRESS:
VM, ML	AL	800 Bancroft Way, Ste 203 Berkeley, CA 94710 (510) 343-6400
DESIGNED: VM	APPROVED: AL	

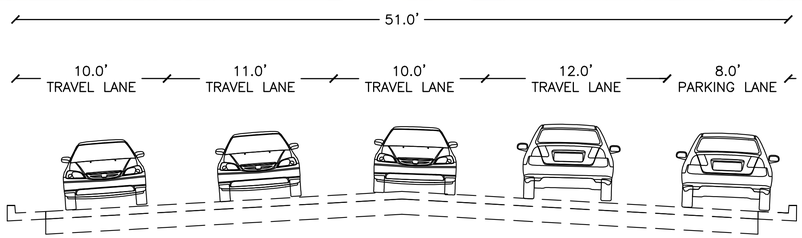
CITY OF BELMONT
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS
TITLE SHEET

REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE	SCALE
MARCH 2024	AS SHOWN

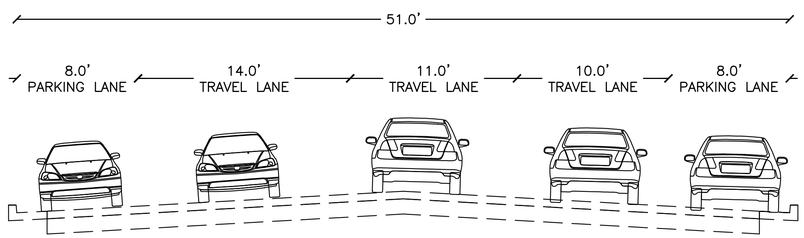
PMX PROJECT NO.: 474-8944-001
DRAWING: T-1
SHEET NO.: 1 OF 11





L-1 / A-1

EXISTING CONDITIONS AT SIXTH AVENUE, RALSTON AVENUE TO EMMETT AVENUE
SCALE 1"=5'



L-1 / A-2

EXISTING CONDITIONS AT SIXTH AVENUE, RALSTON AVENUE TO EMMETT AVENUE
SCALE 1"=5'

PARKING COUNT

EXISTING CONDITIONS	11
PROPOSED CONCEPT	7

CONCEPT PLAN

NOT FOR CONSTRUCTION

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

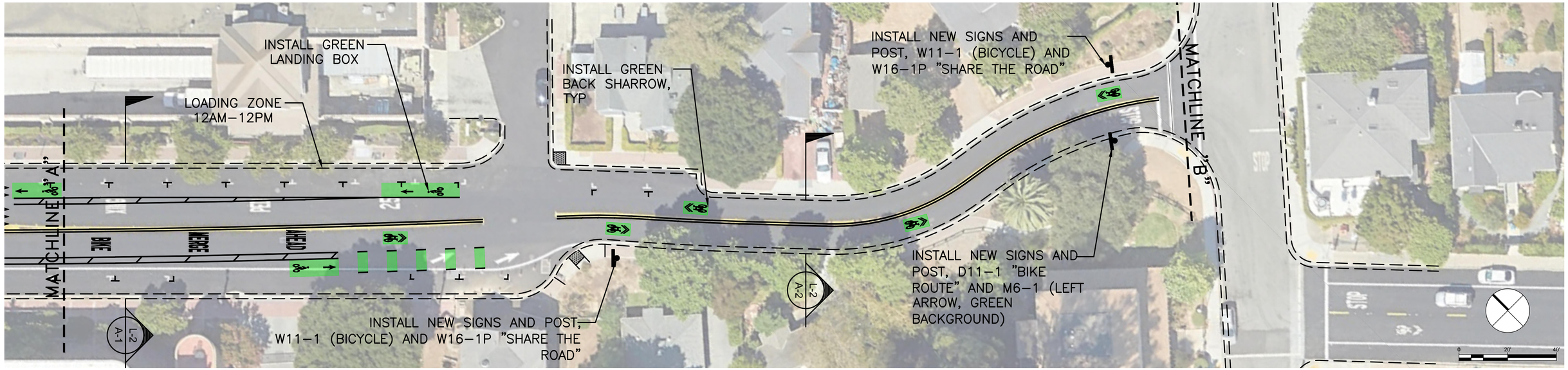
Parametrix

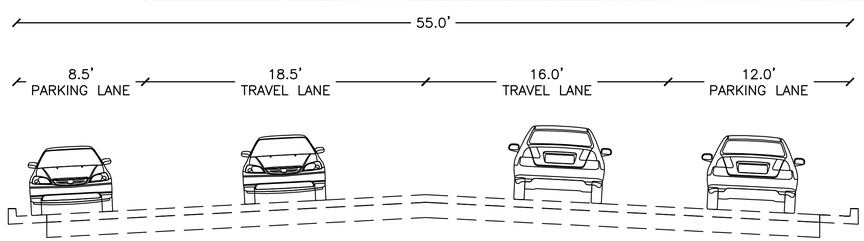
DRAWN: VM, ML | CHECKED: AL | ADDRESS: 800 Bancroft Way, Ste 203, Berkeley, CA 94710, (510) 343-6400
DESIGNED: VM | APPROVED: AL

CITY OF BELMONT
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS
SIXTH AVENUE, RALSTON AVENUE TO EMMETT AVENUE

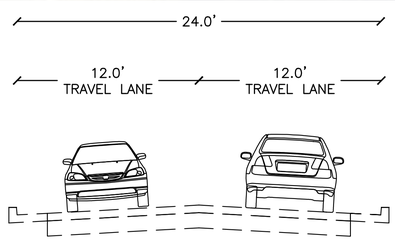
REVISIONS	
5	
4	
3	
2	
1	
NO.	DESCRIPTION

DATE: MARCH 2024	SCALE: AS SHOWN
PMX PROJECT NO.: 474-8944-001	
DRAWING: L-1	
SHEET NO.: 2 OF 11	

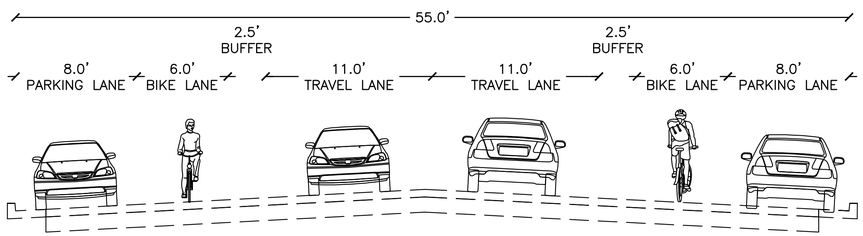




L-2 / A-1 EXISTING CONDITONS AT SIXTH AVENUE, EMMETT AVENUE TO WALTERMIRE STREET
SCALE 1"=5'



L-2 / A-2 EXISTING CONDITIONS AT SIXTH AVENUE, WALTERMIRE STREET TO O'NEILL AVENUE
SCALE 1"=5'



L-2 / A-1 PROPOSED CROSS SECTION AT SIXTH AVENUE, EMMETT AVENUE TO WALTERMIRE STREET
SCALE 1"=5'

PARKING COUNT

EXISTING CONDITIONS	11
PROPOSED CONCEPT	12

CONCEPT PLAN

NOT FOR CONSTRUCTION

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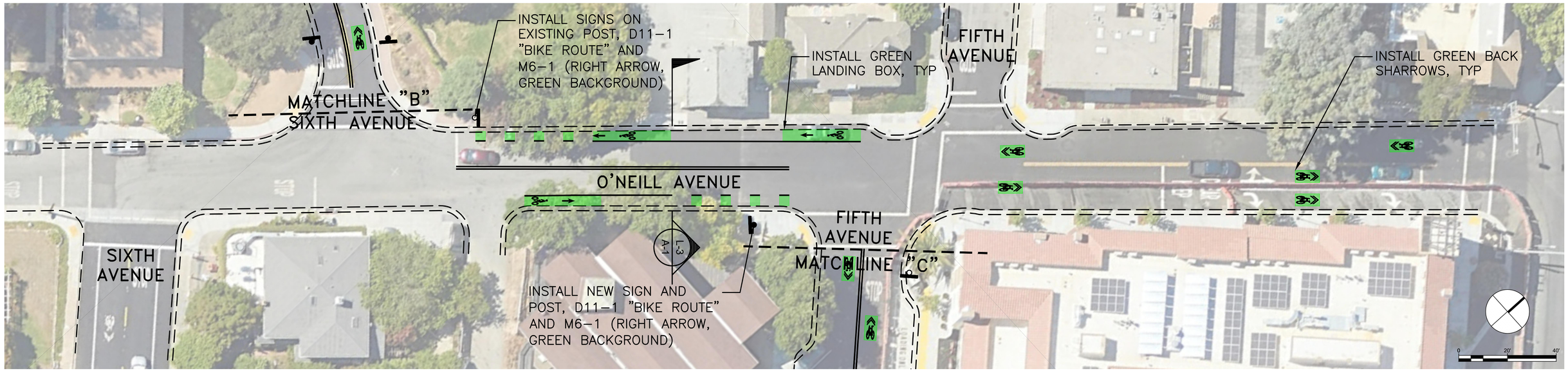
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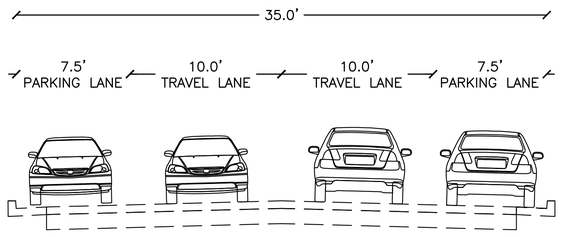
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CITY OF BELMONT
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS
SIXTH AVENUE, WALTERMIRE STREET TO O'NEILL AVENUE

REVISIONS		
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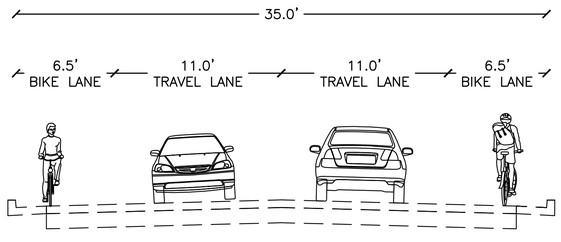
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DRAWING: L-2
SHEET NO.: 3 OF 11





L-3 / A-1

EXISTING CONDITIONS AT O'NEILL AVENUE, SIXTH AVENUE TO FIFTH AVENUE
SCALE 1"=5'



L-3 / A-1

PROPOSED CROSS SECTION AT O'NEILL AVENUE, SIXTH AVENUE TO FIFTH AVENUE
SCALE 1"=5'

PARKING COUNT

EXISTING CONDITIONS	9
PROPOSED CONCEPT	0

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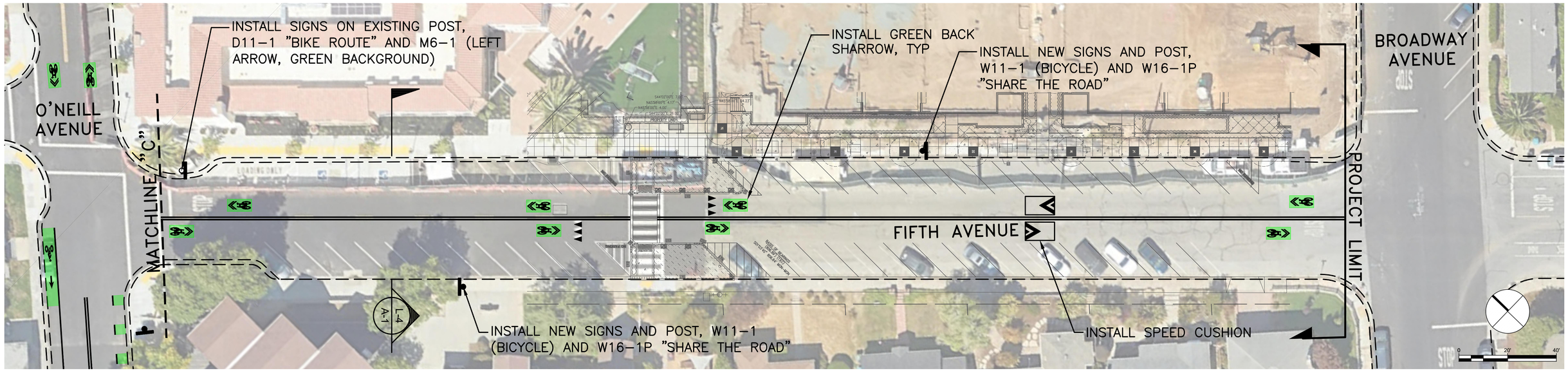
CITY OF BELMONT

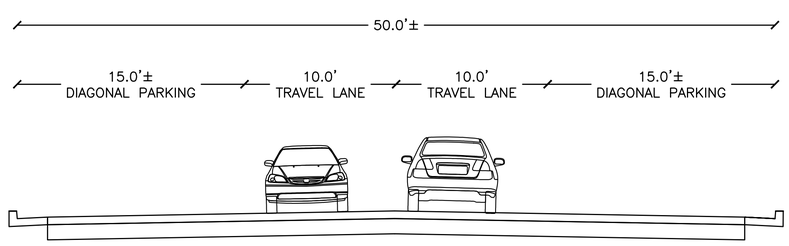
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS

O'NEILL AVENUE, SIXTH AVENUE TO FIFTH AVENUE

REVISIONS		
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PMX PROJECT NO.: 474-8944-001
DRAWING: L-3
SHEET NO.: 4 OF 11





L-4 / A-1

EXISTING CONDITIONS AT FIFTH AVENUE, O'NEILL AVENUE TO BROADWAY AVENUE
SCALE 1"=5'

PARKING COUNT

EXISTING CONDITIONS	51

CONCEPT PLAN

NOT FOR CONSTRUCTION

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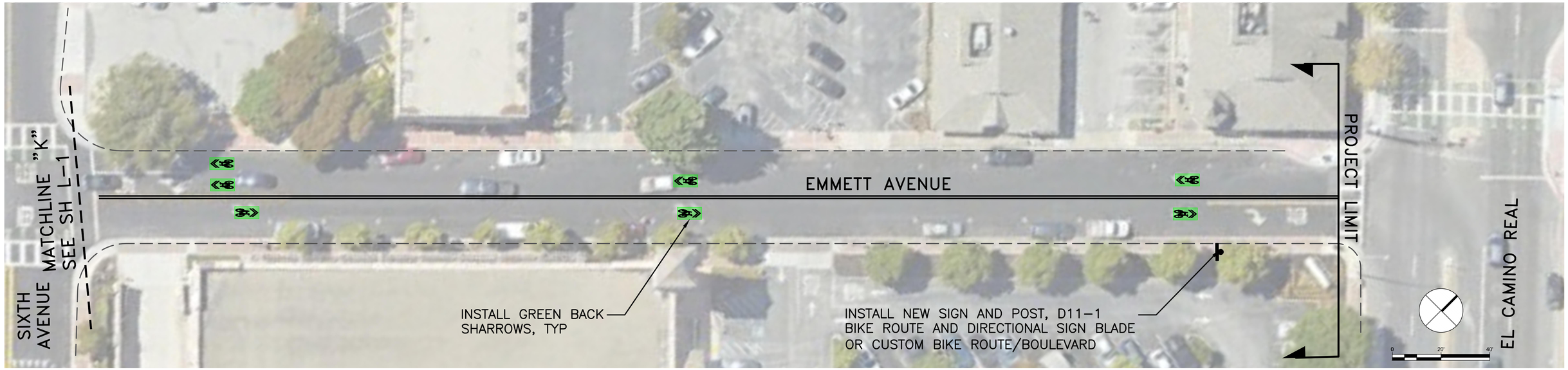
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CITY OF BELMONT
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS
FIFTH AVENUE, O'NEILL AVENUE TO BROADWAY AVENUE

REVISIONS	
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NO.	DESCRIPTION

DATE: MARCH 2024	SCALE: AS SHOWN
PMX PROJECT NO.: 474-8944-001	
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SHEET NO.: 5 OF 11	



CONCEPT PLAN

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(510) 343-6400

CITY OF BELMONT
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS
EMMETT AVENUE, SIXTH AVENUE TO EL CAMINO REAL

REVISIONS		DATE	SCALE
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CONCEPT PLAN

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DESIGNED:	APPROVED:	
VM	AL	

CITY OF BELMONT

ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS

HILLER STREET, RALSTON AVENUE TO O'NEILL AVENUE

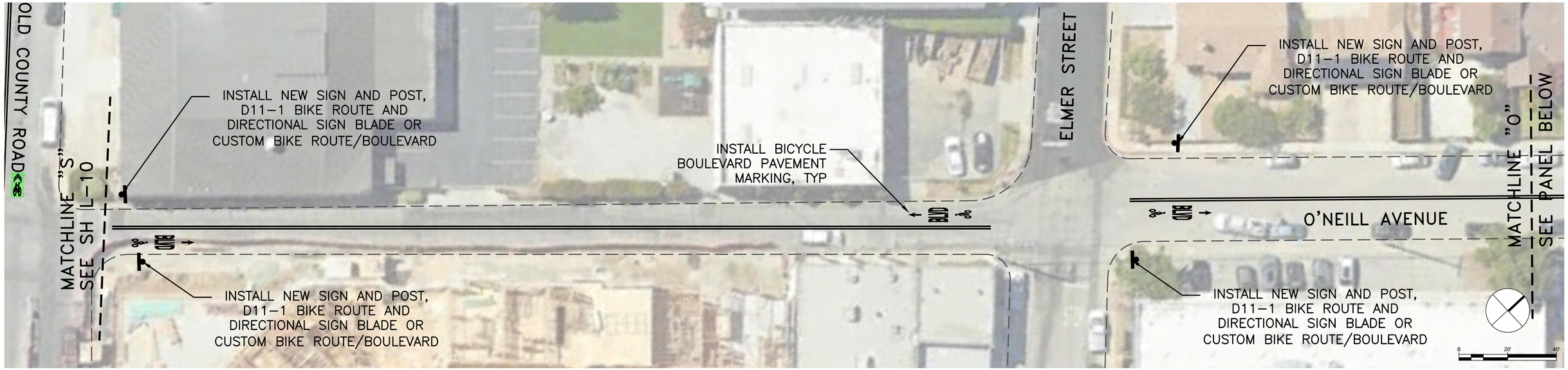
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PMX PROJECT NO. 474-8944-001

DRAWING L-6

SHEET NO. 7 OF 11





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CITY OF BELMONT

ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS

O'NEILL AVENUE, OLD COUNTY ROAD TO HILLER STREET

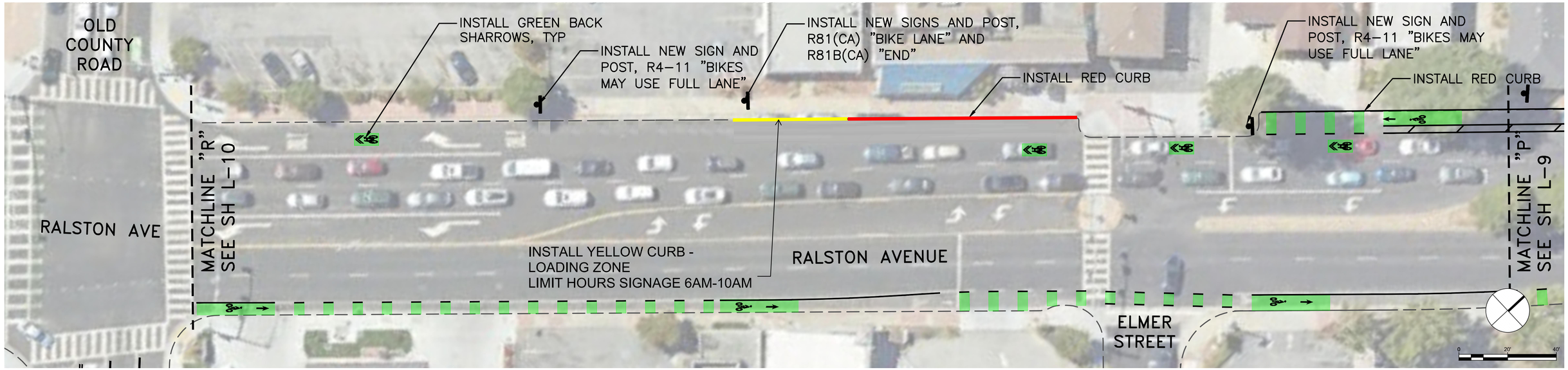
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PMX PROJECT NO.: 474-8944-001

DRAWING: L-7

SHEET NO.: 8 OF 11



PARKING COUNT

EXISTING CONDITIONS	11
PROPOSED CONCEPT	0

CONCEPT PLAN

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CITY OF BELMONT
ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS
RALSTON AVENUE, OLD COUNTY ROAD TO ELMER STREET

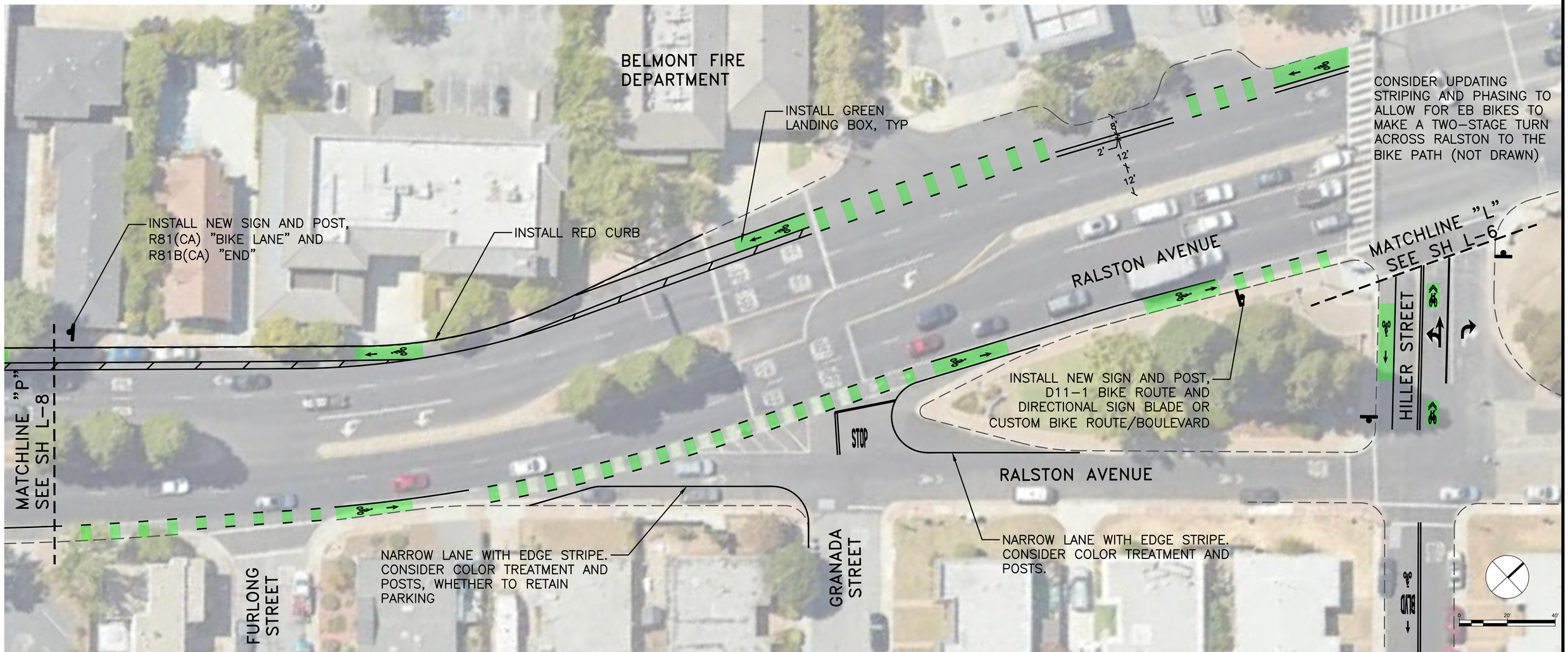
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PMX PROJECT NO.: 474-8944-001

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SHEET NO.: 9 OF 11



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CITY OF BELMONT

ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS

RALSTON AVENUE, FURLONG STREET TO HILLER STREET

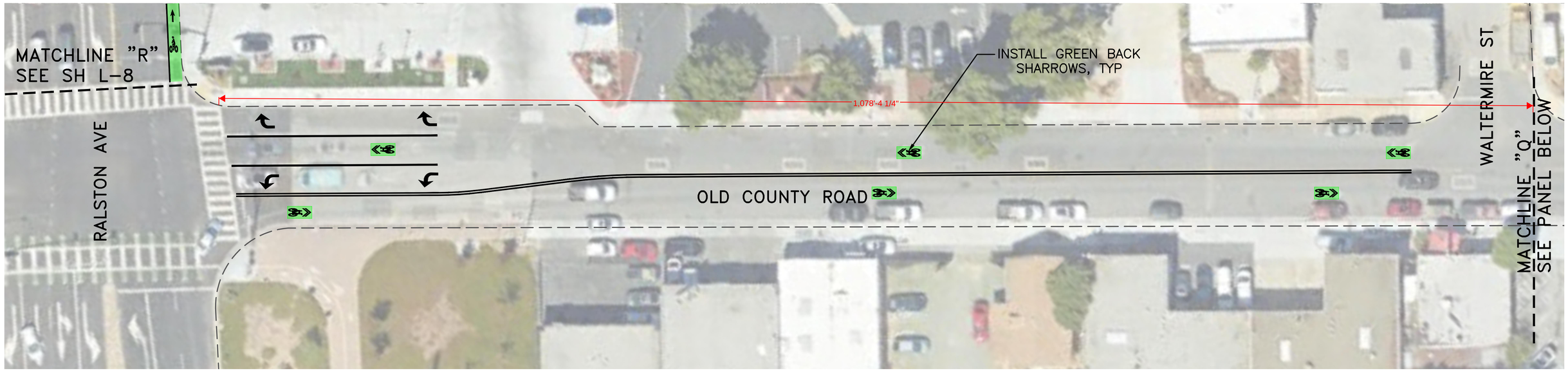
REVISIONS	
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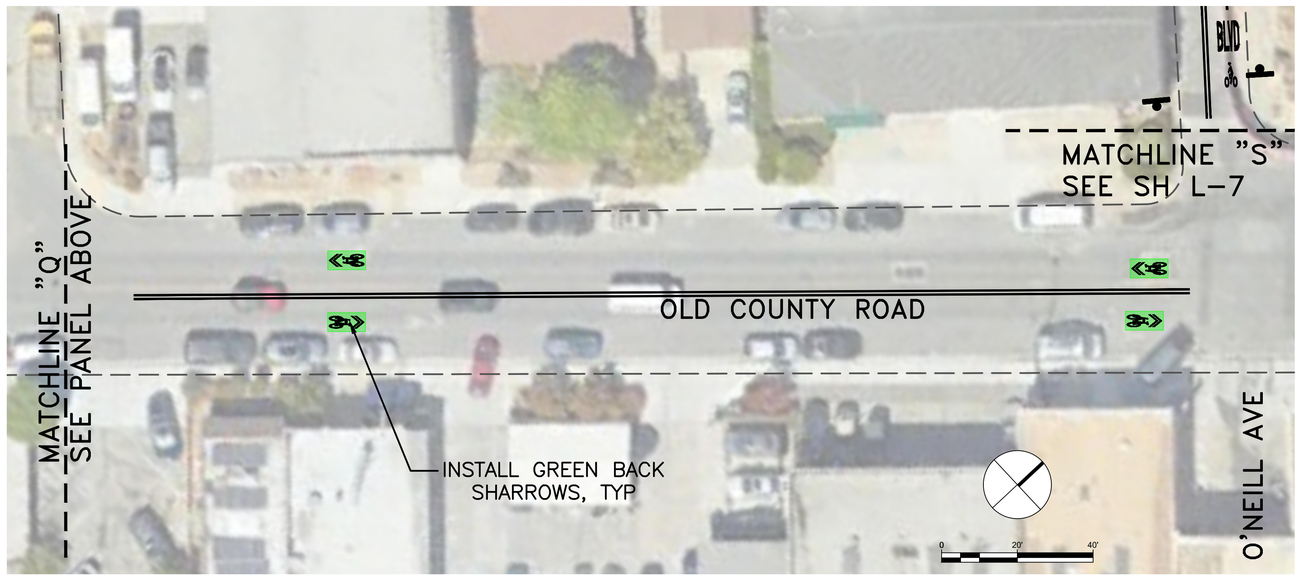
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SHEET NO.: 10 OF 11





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CITY OF BELMONT

ACTIVE TRANSPORTATION PLAN, TDA GRANT QUICK BUILD PROJECTS

OLD COUNTY ROAD, RALSTON AVENUE TO O'NEILL AVENUE

REVISIONS	
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NO.	DESCRIPTION

DATE	SCALE
MARCH 2024	AS SHOWN

PMX PROJECT NO. 474-8944-001

DRAWING L-10

SHEET NO. 11 OF 11

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Afshin Oskoui, City Manager; Scott Rennie, City Attorney
Agenda Title:	Purchasing and Contracting Authority and Procedures Amendments
Agenda Action:	Ordinance

Recommendation

1. Introduce an ordinance amending Belmont City Code regulations related to purchasing and city manager and city attorney contract authority.
2. Adopt resolution revising purchasing procedures and contract approval authority thresholds.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The City Council has codified purchasing regulations that include procedures for the selection of contractors and approval of contracts. These regulations include dollar thresholds that govern the method of selecting contractors and contracts that must be approved by the council. These regulations are contained Belmont City Code Chapter 2, Article 5.

The dollar thresholds for general purchases of goods, services and equipment is currently $50,000 for contracts that may be approved by the city manager and was last updated in 2015. These contracts are routinely approved on the Council's consent calendar. The more typical threshold for such purchases in the surrounding cities is $75,000 or above. The current dollar thresholds are contained in part in Belmont City Code Chapter 2, Article 5 and in part in Council Resolution 2015-049.

The regulations distinguish between "personal services" contractors and "contractual services" contractors. Personal services contractors are selected on the basis of an evaluation of proposals while contractual services contractors are selected by a competitive low bid process. The distinction between the two types of service providers is not always clear and has led to confusion as to the proper selection process. Unlike public works construction, state law does not require that service contracts be award by competitive low bid. The Council may therefore amend the selection procedures for service contractors if it chooses.

The Council has in the past authorized the procurement of legal services by various resolutions. The city attorney's authority to execute legal service contracts is not currently memorialized in the purchasing regulations.

Analysis

The proposed ordinance eliminates the distinction between personal services and contractual service contracts and authorizes the selection of all services contracts by evaluation process. This change will eliminate confusion as to the proper selection process and make the selection of service contractors providing "contractual services" more efficient and allow other appropriate factors such as reliability, expertise, availability, timeliness of delivery and operating efficiency to be considered in addition to price. The changes will also memorialize the city attorney's authority to execute legal services contract when the Council has authorized the procurement of legal services.

The proposed ordinance and resolution also increase the dollar threshold governing the contractor selection process for goods, services and equipment, and increases the approval threshold for those contracts to $75,000. Increasing the thresholds will make the contracting process more efficient by eliminating time and effort needed to place these lower value, routine contracting matters on the council's agenda while maintaining appropriate controls.

The ordinance makes other minor edits to eliminate or replace outdate references or process, and definitions and improve language and flow.

Alternatives

1. Take no action
2. Provide alternative direction

Attachments

A. Ordinance
B. Resolution

Fiscal Impact

☒ No Fiscal Impact	There is no direct fiscal impact in revising contract approval authority thresholds. Budget authority will still be contingent upon budget appropriation under Council approval.
☐ Funding Source Confirmed:	

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

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT REVISING PURCHASING PROCEDURES AND CONTRACT APPROVAL

WHEREAS, in the course of conducting City operations it is necessary to purchase a broad range of goods and services; and,

WHEREAS, Belmont City Code Section 2-110 requires the City Council to specify by resolution the dollar amount of purchases and contracts requiring the use of either over-the-counter, open market or formal bidding procedures and the level of authority required to authorize invitations for bids and award of contracts; and,

WHEREAS, a survey of purchasing authority of neighboring cities identified an approval authority of $75,000 more as the most common threshold; and,

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

SECTION 1. The City Manager is authorized to enter into contracts for amounts not to exceed those shown on Exhibit 1 for the respective types of contracts and is directed to follow the procurement methods shown.

* * *

ADOPTED [Click to enter a date.] 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

EXHIBIT 1

Contract Type	Dollar Amount	Contract Authority	Procurement Method	
			Procurement Type	BCC Section
Personal Services, Contractual Services	up to $75,000	City Manager	Informal evaluation of proposals	2-107
	above $75,000	City Council	Evaluation of proposals	2-107
Supplies, Equipment	up to $75,000	City Manager	Best Interests	2-106(a)
	up to $125,000	City Council	Open Market	2-110
	Above$125,000	City Council	Formal Contract Procedure	2-120
Claims	$50,000	City Manager	Action on Claim/settlement	
	Above $50,000	City Council		

:ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT AMENDING REGULATIONS IN THE BELMONT CITY CODE RELATED TO PURCHASING AND CITY MANAGER AND CITY ATTORNEY CONTRACT AUTHORITY

THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. BCC §2-29 AMENDED

Belmont City Code Section 2-29 is amended to read:

Sec. 2-29 Contract Authority

(a) *Authority to execute*. The city manager is authorized to execute any contract on behalf of the city that is:

(1) covered by sufficient unencumbered funds appropriated in the adopted budget,

(2) in writing, prepared in accordance with all other requirements of this code,

(3) approved as to form by the city attorney, and

(4) included within one of the following subsections.

(b) Any document specified in Government Code Section 40602 whenever the city council has delegated such authority by resolution, motion, minute order or other appropriate council action. The authority granted by this section is in addition to and not a limitation on authority granted by other provisions of this code and city ordinances.

(c) ~~*Personal*~~ *Services*. Any ~~contract for personal~~ services contract in an amount of ~~$50,000~~$75,000 or less. Contracts for services that are awarded by the city manager for an initial term of one year or less may be renewed by affirmative action of the city manager for additional one-year terms provided the contract amount, including any change orders or amendments, does not exceed $75,000~~$50,000~~ in any one year. Automatic renewals are not authorized by this subsection. It is expected that service contracts will be competitively solicited on a regular basis as appropriate (i.e., every three to five years).

(d) *Goods ~~and Contract Services~~ Acquisition or Disposition*. After complying with the procedures for contractor selection in Article V, any contract for goods ~~or contract services~~ acquisition or disposition in an amount of $75,000~~$50,000~~ or less.

(e) *Real Property Acquisition*. Any contract for real property for:

(1) Acquisition in an amount of $75,000~~$50,000~~ or less including a temporary license to enter property, or

(2) acceptance of an offer of dedication, regardless of amount, as a condition of development of private property.

(f) *Real Property Disposition*. Any contract for real property disposition in an amount of

$75,000~~$50,000~~ or less including a temporary license to enter property. The term of any lease or use agreement shall not exceed 12 months; provided, however, the city manager may approve a lease term of up to three years if supported by a written determination of special circumstances which constrain alternate (non-lease) uses of the property during the extended term.

(g) *Public Project Construction*.

(1) Any contract for public project construction in an amount of $200,000 or less.

(2) The dollar limit of authority in subsection (f)(1) is intended to match the dollar limit in Section 2-146 as indexed to Public Contract Code Section 22032(b). Amendments or adjustments in the monetary limit expressed in Public Contract Code Section 22032(b) after the effective of the ordinance that adopted this section apply when greater than the amount expressed in (f)(1) .c

(h) *Private Development Construction*.

(1) Improvement agreements for construction of public improvements required as a condition of a final map approved by the city council.

(2) Any contract for private development construction with public improvements of an estimated cost of $200,000 or less.

(i) *Contracts Wholly Funded by Private Parties*. Any contract for goods or services, regardless of amount, when funded wholly by a private (nongovernmental) party.

(j) *Claim Settlement*. In accordance with Government Code Section 935.4, any ~~Any contract~~ agreement in an amount of $50,000 or less for the settlement of a claim or of an administrative or judicial proceeding.

(k) *Contract Amendments or Change Orders*.

(1) City Manager Awarded Contracts. Any amendment or change order to an existing contract originally awarded or executed by the city manager, as long as the total contract amount, including all amendments or change orders, does not exceed the city manager's contract authority. ~~amount of $50,000.~~

(2) Council Awarded Contracts. Unless otherwise specifically delegated by the city council at the time of contract award, any amendment or change order to an existing contract originally awarded by the city council, as long as the total aggregate amount of amendments or change orders for the contract are in an amount of 10 percent or less of the original contract amount.

(l) *Indemnity Agreements*. With the concurrence of the risk manager and the city attorney, the city manager is authorized to execute indemnity agreements in either of the following circumstances:

(1) An indemnity agreement to allow the city to use the property of any public agency, private organization or person; provided, that the indemnity is limited to claims, losses, damages, or injuries arising directly from the city's use of the property; or

(2) An indemnity agreement where the contract amount does not exceed $50,000.

(m) *Emergency*.

(1) In the event of an emergency as defined in Section 2-102, the city manager is authorized, notwithstanding subsections (a)(2) and (a)(3), to enter into a written contract of any amount that complies with (a)1) if:

(A) the city manager makes a written determination based on substantial evidence that:

(i) there is an emergency,

(ii) there is a need to take immediate action to resolve the emergency,

(iii) the contract action proposed to be taken is directly related to resolving the emergency, and

(iv) the emergency will not permit a delay resulting from compliance with the Purchasing System; and

(B) complies with state and federal contracting laws, including Section 2-150 and Public Contract Code Section 22050.

(2) After documenting compliance with subsection (m)(1), the city manager is authorized to contract and direct action to the extent necessary to resolve the emergency. The city manager shall to the extent feasible comply with the requirements of the Purchasing System.

(3) The city manager must do the following at the earliest feasible time for each:

(A) Transmit the written determination required by subsection (m)(1)(A) to the city council; and

(B) Terminate the emergency action.

(4) The city manager must give a report of the emergency and actions taken to address the it to the city council at the next regularly scheduled city council meeting. The city council will determine the necessity of continuing further emergency action, if not already terminated by the city manager.

SECTION 2. BCC § 2-102 AMENDED

Belmont City Code Section 2-102 is amended to read:

Sec. 2-102 Definitions

~~For the purpose of this chapter, the following words and phrases shall have the meanings respectively ascribed to them by this section:~~The definitions in this section apply to the words and phrases use in this chapter unless the context clearly indicates otherwise.

Bidders list means a current file of sources of supply of articles for each category of

commodities repetitively purchased for city use.

Capital improvement project means any public improvement undertaken by the city, including the construction or reconstruction in whole or in part of any building, plant, structure, road, park or other facility necessary in carrying out the activities of the city government. Capital improvement project shall have the same meaning as "public project" defined in California Public Contracts Code Section. ~~20161 of the California Public Contracts Code.~~

~~*City attorney* means the City of Belmont Chief Legal Officer or a person designated by the city attorney.~~

~~*City manager* means the City of Belmont Chief Administrative Officer or a person designated by the city manager.~~

~~*City treasurer* means the elected City Treasurer of the City of Belmont.~~

~~*Closed market* means limited participation in a property sale, purchase, lease, disposal, or other transaction to a defined universe of participation to the exclusion of the general public.~~

Contract authority means either the city council or the city employee to whom the council has delegated authority to select contractors or enter into contracts on behalf of the city.

Contractual services means any and all telephone, gas, water, electric light and power service; towel, window washing and cleaning service; insurance and fidelity bonds; leases for all grounds, buildings, offices or other space required by the using departments; the rental or maintenance of equipment, machinery and other city owned or operated personal property; and contracts for labor required by the city but not furnished by its own employees.

Department or using department means any of the departments or other organizational units of the City of Belmont.

Emergency means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Emergencies shall include, but not limited to, an unforeseen disruption of an essential service, a malfunction in machinery resulting in disruption of the public service, or unforeseen delays by contractors or transportation and unanticipated volumes of work.

~~Finance director means the City of Belmont Chief Financial Officer or a person designated by the finance director.~~

Government Purchasing Alliances (GPA's) means collective purchasing power leverage savings on competitive bid contracts.

Open market means providing the general public the opportunity to participate in a property sale, purchase, lease, disposal or other transaction.

Over-the-counter means no specific purchasing requirements are prescribed, but competitive bidding should be used whenever practical. Bid award may be made by

department using voucher or purchase order.

Personal property means all property not defined herein as real property.

Personal services means the service of accountants, attorneys, physicians, architects, engineers, consultants, and other individuals or organizations possessing a high degree of technical skill or specialized service.

Public project construction means both a "public project" as defined by California Public Contract Code Section 22002 and all works of construction, reconstruction, erection, alteration, renovation, improvement, demolition, and repair work involving any publicly owned, leased, or operated facility (including plants, buildings, structures, ground facilities, utility systems, real property, streets and highways, or other public work improvements).

Public notice means posting of required bid solicitations on a public bulletin board in a manner prescribed by the purchasing officer and mailing of notice to a reasonable number of vendors.

Purchasing officer ~~shall~~ means ~~be~~ the finance director or ~~his or her designee~~the employee designated by the city manager to be responsible for the purchasing system.

Real property means land and that which is affixed to, incidental to, or appurtenant to land, including that which is defined as real property pursuant to Section 658 of the Civil Code.

Responsible bid means a responsive offer ~~to furnish supplies, materials, equipment, capital improvements, or contractual services,~~ submitted on forms approved by purchasing officer by a responsible bidder in conformity with the specifications, delivery terms, and conditions and other requirements included in the invitation for bids.

Responsible bidder means a bidder who submits a responsible and responsive bid, who has furnished, when requested, information and data to establish possession of the financial resources, production or service facilities, service reputation and experience adequate to make satisfactory arrangements for the supplies, materials, or equipment ~~or contractual services~~ bid for, or to complete any capital improvement bid for,~~;~~ and who has not violated, or attempted to violate, any provisions of this chapter.

Safe harbor means a purchasing conduit which has been pre-certified by the purchasing officer.

Supplies, materials and equipment means any and all articles or things ~~which shall be~~ furnished to or used by any department, including any and all printing, binding or publication of stationary, forms, laws, journals and reports.

Unclaimed property means any and all property in the possession of the police department for which no claim or demand has been made and property for which no owner has been found.

SECTION 3. BCC § 2-106 AMENDED

Belmont City Code Section 2-106 is amended to read:

Sec. 2-106 Bidding procedures; exceptions

(a) Purchase of supplies~~, services~~ and equipment shall be by bid procedure except for those set by council resolution which may be ~~dispensed with~~procured~~,~~ at the discretion and judgment of the purchasing officer ~~or designee,~~ in ~~the~~ a manner consistent with the best interests of the city.

(b) The selection of contractors to perform public project construction shall comply with the Uniform Public Construction Cost Accounting Act ("UPCCAA") commencing at Public Contract Code Section 22000, as it may be amended from time to time, the provisions of this article applicable to public project construction, and all applicable requirements of state and federal law including all provisions of the Public Contract Code applicable to local agency public works contracts not in conflict with the UPCCAA.

SECTION 4. BCC § 2-107 AMENDED

Belmont City Code Section 2-107 is amended to read:

Sec. 2-107 ~~Authority to hire consultants~~Services contracts

(a) The bid procedures, including the open market purchasing procedures in Division 2 and the formal contracting procedures in Division 3, ~~restrictions and provisions~~ of this ~~chapter~~ article ~~shall~~ do not apply to contracts involving the acquisition of personal services and contractual services. Whenever the cost of the work to be performed is of an estimated value in excess of the amount specified by council resolution, ~~S~~selection of providers for such services will be made by an evaluation of proposals solicited from capable ~~professionals~~providers~~,~~ and subject to approval by the city council.~~, whenever the cost of the work to be performed is of an estimated value in excess of the amount specified by council resolution.~~ This section ~~shall~~ does not prohibit the city manager ~~or designee~~ from requiring proposals for work with an estimated cost of less than the council specified amount if, in the discretion of the city manager, selection based upon the evaluation of proposals would better serve the interests of the city. Evaluation of best value may be determined on factors other than price, including contractor reliability, expertise, availability, timeliness of delivery and operating efficiency.

(b) The city attorney is authorized to execute any legal services contract on behalf of the city whenever the city council has delegated to the city attorney such authority by resolution, motion, minute order or other appropriate council action, the contract is in writing, and is covered by sufficient unencumbered funds appropriated in the adopted budget. Legal services contracts include, but not be limited to, contracts for the services of attorneys, experts and investigators.

SECTION 5. BCC § 2-108 AMENDED

Belmont City Code Section 2-108 is amended to read:

Sec. 2-108 Unlawful purchases

If any department purchases or contracts for any supplies, materials, equipment or ~~contractual~~ services contrary to the provisions of this chapter or to the rules and regulations

made hereunder, such purchase or contract shall be void and of no effect. The person responsible for making such purchase transaction shall be personally liable for the costs of such purchase or contract, and, if already paid for out of city funds, the amount thereof may be recovered in the name of the city in an appropriate action therefore.

It ~~shall be~~is unlawful for any department to split its requirements for supplies, materials, equipment and ~~contractual~~ services into lesser amounts in order to evade the provisions of that section.

SECTION 6. BCC § 2-110 AMENDED

Belmont City Code Section 2-110 is amended to read:

Sec. 2-110 Purchase authorization

Purchase orders of supplies and equipment having an estimated value less than that specified by council resolution for bid, may be made by the purchasing officer or designee in the open market without observing the formal contract procedures set out in division 3 of this chapter. Contracts subject to bidding having an estimated value less than that specified by council resolution for bid, may be made by the city manager or designee in the open market without observing the formal contract procedures set out in division 3 of this chapter.

SECTION 7. BCC § 2-120 AMENDED

Belmont City Code Section 2-120 is amended to read:

Sec. 2-120 Requirements for purchase

Except as otherwise provided in this chapter, purchases and contracts for supplies~~, services,~~ and equipment, which are equal to or in excess of the bid requirement amount specified by council resolution, shall be by written contract with the lowest responsive and responsible bidder pursuant to the procedures described in this division.

SECTION 8. BCC § 2-121 AMENDED

Belmont City Code Section 2-121 is amended to read:

Sec. 2-121 Bids—Notice of invitation and submission

(a) Notices inviting bids shall include, but not be limited to, the following:

(1) A general description of the item(s) ~~or service(s)~~ to be purchased, or the public work to be constructed or improved;

(2) The location where bid blanks and specifications may be secured;

(3) The time and place assigned for the opening of sealed bids;

(4) The type and character of bidder's security required, if any; and

(5) The location and deadline for submission of bids.

(b) ~~Notices inviting bids shall be published at least once in the official newspaper of the city, with the first publication occurring at least ten (10) days before the date of opening the bids.~~The city shall issue a written notice inviting bids at least 10 calendar days before the bid deadline, by posting the notice on the designated public bulletin boards, and by mailing the notice to qualified potential contractors on the bidders list, or by such other means which, in the discretion of the purchasing officer, provide notice to a reasonable number of potential contractors.

(c) Sealed bids shall be identified as bids on the envelopes and shall be submitted to the purchasing officer. ~~or designee.~~

SECTION 9. BCC § 2-127 AMENDED

Belmont City Code Section 2-127 is amended to read:

Sec. 2-127 Determination of lowest responsive and responsible bidder

In addition to the bid or quotation price, criteria for determining the lowest responsive and responsible bid or quotation, for the purposes of this chapter, shall include, but not be limited to, the following:

(a) The character, integrity, reputation, judgment, experience and efficiency of the bidder (this may include an analysis of previous work performed for the city);

(b) The ability of the bidder to perform the contract, or provide the supplies, or equipment ~~or services~~ required, within the time specified, without delay or interference;

(c) The ability of the bidder to provide future maintenance, repair parts and replacement of purchased equipment or supplies;

(d) Compliance by the bidder with federal acts, executive orders and state statutes governing nondiscrimination in employment; and

(e) The results of any evaluation relating performance and price, such as testing, life-cycle costing, and analysis of service, maintenance and technical data.

SECTION 10. CONSENT TO PRIOR CONTRACTS

The city council consents to the award or execution of those contracts entered into before the effective date of this ordinance under circumstances that would substantially comply with the requirements of the City's purchasing regulations as modified by this ordinance had those prior contracts been awarded or executed after the effective date of this ordinance.

SECTION 11. EFFECTIVE DATE.

This Ordinance takes effect and will be enforced 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on [insert date], 2020 and adopted the ordinance at a regular meeting held on [insert date], 2020 by

the following vote:

Ayes:
Noes:
Absent:
Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

STAFF REPORT

Meeting Date:	June 25, 2024
Agency:	City of Belmont
Staff Contact:	Karen Clark, Management Analyst, kclark@belmont.gov; Kathy Kleinbaum, Assistant City Manager, kkleinbaum@belmont.gov
Agenda Title:	Business License Tax Update
Agenda Action:	Discussion & Direction

Recommendation

Review a proposed alternative business license tax model and provide direction on next steps.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Belmont's current business license tax (BLT) program was established in 1976 and last updated in 1990. It is calculated by a base tax plus a per employee or real estate unit fee, with over 20 business categories. Under the current program, most businesses are subject to the base tax of $341 regardless of business size or revenue, resulting in businesses with lower revenues paying significantly higher effective tax rates. For example, a part-time, home-based business owner generating annual revenues of $10,000 pays the same amount as a sole proprietor generating annual revenues of $500,000.

A Belmont business license is required annually for anyone conducting business within the City, including home-based and brick-and-mortar businesses of all trades, professions, and occupations. Exempted businesses include charitable and non-profit organizations and certain businesses generating revenue under $1,500 annually. A full list of exemptions may be found in Belmont City Code Section 12-4.

The BLT program generates approximately $1.1 million annually, constituting 4% of the City's General Fund revenue. These funds support essential city services such as 911 response times, safe and clean public streets and facilities, and the continued delivery of quality of life services including high-quality recreation programs, parks, open spaces, and sports fields. These city services are utilized by businesses, their employees, and customers, and contribute to making Belmont a great place to live, visit, shop, and conduct business.

History of the Update Effort

The Belmont City Council first raised the issue of modernizing the City's BLT program in 2015 and again in 2019. This led to a series of Business Focus Groups in May 2020 which, along with conversations with Councilmembers and staff, identified in the following "guiding principles" to assist in the evaluation of any alternative model.

- Fairness: Address imbalances and inequities in the current model
- Adaptability: Reflect current and future business trends
- Comparability: Comparable structure used in surrounding peer agencies
- Simplicity: Simple for businesses to understand
- Streamlined: Reduce stumbling blocks to administer and provide quick processing times
- Revenue Neutral: Address existing imbalances with no overall gain or loss to the City

In June 2020, the Council reviewed several alternative business license models based on these guiding principles, but ultimately deferred action to avoid any changes for businesses early in the COVID-19 pandemic.

The BLT program update effort was revived in May 2021, when staff hosted a Business Leaders Roundtable and received direction from the Council to pursue a "business (gross) receipts by category" model. In June 2022, the City and Chamber San Mateo County hosted three Business Forums to review the proposed model, resulting in business concerns regarding the model's methodology and source data as well as the rates proposed for certain business categories. In response, the Council appointed a subcommittee to explore revisions addressing these concerns; however, due to the limited timeline for the November 2022 ballot, the Council ultimately prioritized the transient occupancy (hotel room) tax update instead, directing staff to revisit the BLT program update for possible November 2024 ballot placement.

The Recent (2023-24) Update Effort

To ensure a longer runway for business engagement, staff returned to the Council with the BLT program update in November 2023. At that time, the Council reaffirmed the guiding principles (including revenue neutrality, with no overall financial gain or loss to the City) and appointed Councilmembers Hurt and Pang-Maganaris to a subcommittee to work with staff and business stakeholders. Staff then engaged consultants HdL Companies and BakerTilly (formally Management Partners) to help develop an array of alternative models and facilitate meetings with the business community. Throughout all subsequent outreach and model development, business stakeholder, Chamber San Mateo County, and Council Subcommittee feedback remained critical.

The first series of Business Forums were held in February 2024, drawing 42 attendees. At the Forums, staff shared the current program's challenges, reaffirmed a commitment to the guiding principles, and listened to local businesses' perspective on the update. In general, businesses expressed concerns about Belmont's high base tax compared to other cities but also had reservations about any alternative model based on business (gross) receipts. Most commonly, these concerns related to the potential impact on businesses with narrower margins, such as restaurants and retail establishments.

Based on the guiding principles and feedback from the first series of Forums, staff developed three alternative, revenue-neutral models for business consideration. These models are summarized below, with the current model included for comparison purposes.

- Current Model: Base tax with a per employee or real estate unit fee
- Model A: An update of the current model with a lower base tax but higher per employee or per

real estate unit fees

- Model B: A business (gross) receipts model with rates varied by business category to account for those with narrower margins
- Model C: A tiered tax table with a flat rate depending on the range of business receipts (e.g., $0-$10,000 equals a flat rate of $25); this model refers to Model B categories and rates for revenues exceeding $3 million

From March-April 2024, staff solicited feedback on the three alternative models and the current model through a series of Business Focus Groups and an online survey. In both settings, a "BLT calculator" was provided, allowing businesses to confidentially determine their rates under each model. Key takeaways from the Focus Groups and survey are summarized below.

- 129 businesses participated in the survey; of these, 80% were based in Belmont and 58% had brick-and-mortar locations (i.e., were not home-based); furthermore, respondents represented a broad spectrum of business types and longevity in the City
- 47% of survey respondents selected "business receipts by category" (Model B), as their top preferred model, making it the most preferred model
- Only 24% of survey respondents selected the current model as their top preferred model, indicating their support for a model revision
- In the survey, "business receipts by category" (Model B) was ranked as the top choice or tied as the top choice across all business categories
- In the survey, "business receipts by category" (Model B) ranked as the most "fair," "adaptable," and "comparable," coming in as a close second for the remaining guiding principles of "simple" and "streamlined"
- 11 businesses participated in the Focus Groups; during discussions, several business owners who previously expressed concerns about a business receipts model indicated "business receipts by category" (Model B) was their top preference after calculating their actual projected payment

In April 2024, the Council concurred with staff's recommendation to focus future business outreach on the "business receipts by category" model (Model B). This model, detailed in Attachment A, ties business license fees to business revenues, applying rates by business category to adjust for those with narrower margins, like restaurants and retail establishments, thus addressing a primary concern about business receipts models. Though some businesses—especially those with higher revenues—would see an increase from present rates under this model, an estimated 63% of Belmont-based businesses would see decreases, largely due to the elimination of the current $341 flat tax, which the majority of Belmont businesses pay.

The proposed BLT model also includes a potential category for cannabis businesses, with a rate not to exceed 10% of business receipts. This is the most common rate adopted by other jurisdictions though in practice, the rates applied to cannabis businesses are typically between 4% and 6%. However, setting a higher maximum allows for flexibility in adjusting rates based on market conditions.

Analysis

In May 2024, a second series of Business Forums were held to share the proposed model with the business

community. These Forums had a total of 14 attendees and of these, several smaller businesses indicated support for the proposed model, stating it was more equitable than the current model, while several others preferred to leave the model "as-is." There were suggestions to identify a maximum tax, refine business categories for greater clarity, and include private education in a lower rate category. Some businesses also raised concerns regarding the attraction and retention of commercial real estate and potential of commercial property owners passing any increases to tenants; regarding the latter, staff shared that this possibility had been evaluated and the impact was found to be small and potentially offset by lower rates for tenant businesses.

On behalf of the City, Godbe Research also conducted a resident survey in May to objectively evaluate support for City services and priorities. Of the survey respondents, 65% indicated support for a potential ballot measure revising the City's BLT program. To pass, this measure would require a simple majority (50+1%). A summary of survey results is included as Attachment B.

Next Steps

The BLT program is an important source of locally controlled General Fund revenue that supports essential public safety, infrastructure, and quality of life services for the Belmont community. Staff believes that the proposed alternative model, which was the model most frequently selected by 129 respondents to the City's business survey, addresses the concerns with the current program, reflects the guiding principles, and incorporates feedback received from business stakeholders to-date. Furthermore, results from the recent resident survey indicate community support for the proposed potential ballot measure. As such, staff requests the Council's direction regarding whether to move forward with a ballot measure updating the BLT program to the "business receipts by category" model shown in Attachment A.

Should the Council wish to proceed, staff will prepare an ordinance for a ballot measure which would allow voters to decide whether to update the BLT program. In July, the Council would need to approve by resolution the submission of the proposed ordinance and the calling of a municipal election, prompting the City Attorney to prepare an impartial analysis and local business stakeholders to prepare ballot measure arguments. The election would occur on November 5, 2024, and if approved, the ordinance would take effect on January 1, 2025.

Alternatives

1. Take no action: Leave the business license tax as a base plus employee or real estate unit, which is outdated
2. Return to staff for additional information

Attachments

A. Proposed Business License Model
B. Public Opinion Survey Results

Fiscal Impact

☒ No Fiscal Impact Business License Tax is an important source of locally controlled

General Fund revenue that provides essential public safety, infrastructure, and quality of life services to the Belmont community.

☐ Funding Source Confirmed:

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

Attachment A
Proposed Model: Business Receipts by Category

Model Summary

- Minimum payment of $25
- Percentage applied to business (gross) receipts from prior tax return
- Lower percentages typically applied to businesses with narrower margins
- No future rate adjustments required (i.e., Consumer Price Index increases)

Rates

Category 1 (e.g., restaurants, retail establishments)	Up to $0.40 per $1,000
Category 2 (e.g., tutoring, training, hairstylist, gardener)	Up to $0.75 per $1,000
Category 3 (e.g., professional services, contractors, rentals)	Up to $1.00 per $1,000
Category 4 (i.e., cannabis activities)	Up to $100.00 per $1,000

Categories

- Category 1
    - Businesses operating an establishment where meals, prepared food, or beverages are served to customers (restaurants). An establishment includes mobile and transient businesses that operate from a temporary location.
    - Businesses selling goods, including pre-packaged food, to ultimate consumers, usually in small quantities (retail sales).
    - Any similar business.

- Category 2
    - Lawn services, gardening and landscaping services, but not including landscape architects.
    - Hairstylists, beauticians, cosmetologists, and aestheticians.
    - Massage therapists.
    - Arts instructors.
    - Automotive repair.
    - Drycleaners.
    - Tutors.
    - Test preparation.
    - Translation and interpretation services.
    - Sports trainers.
    - Any similar business.

- Category 3
    - Businesses conducting, managing, or carrying on the business of contractor, subcontractor, or builder; or engaging in the construction or repair of any buildings; or regularly employing help for building construction, sewer construction, plumbing construction, or general construction; but not including architects or engineers.

    - Businesses manufacturing, packing, or processing of any goods, wares, merchandise, or commodities at a fixed place of business within the city.
    - Businesses selling goods in quantity, as to retailers or jobbers, for resale (wholesales).
    - Scientific and technical services.
    - Legal advice and representation.
    - Medical and dental services.
    - Chiropractors and physical therapists.
    - Psychiatrists, psychologists, therapists, and marriage counselors.
    - Licensed financial planners and licensed investment counselors.
    - Accounting, bookkeeping, and payroll services.
    - Architects and landscape architects.
    - Engineers.
    - Specialized design services.
    - Computer services.
    - Consulting services.
    - Research and development services.
    - Advertising services.
    - Photographic services.
    - Real estate agents and real estate brokers.
    - Mortgage brokers.
    - Veterinary services.
    - Administrative offices and business headquarters.
    - Property management.
    - Property rental.
    - Any similar business and any business that does not fit into another category.

- Category 4
    - All cannabis business activities regardless of whether a different category describes all or part of a cannabis business' activity.



GODBE RESEARCH
Gain Insight

City of Belmont:
2024 Revenue Measure Feasibility Survey

May 2024

Methodology Overview

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➢ Data Collection	Landline (8), cell phone (55), text to online (226), and email to online (13) interviewing
➢ Universe	15,000 likely November 2024 voters in the City of Belmont
➢ Fielding Dates	May 13 through 23, 2024
➢ Interview Length	22 minutes
➢ Sample Size	n=302
➢ Margin of Error	± 5.58% (16 factor segmentation and weighting)

The data have been weighted to reflect the actual population characteristics of likely voters in the City of Belmont in terms of their gender, age, and political party type.

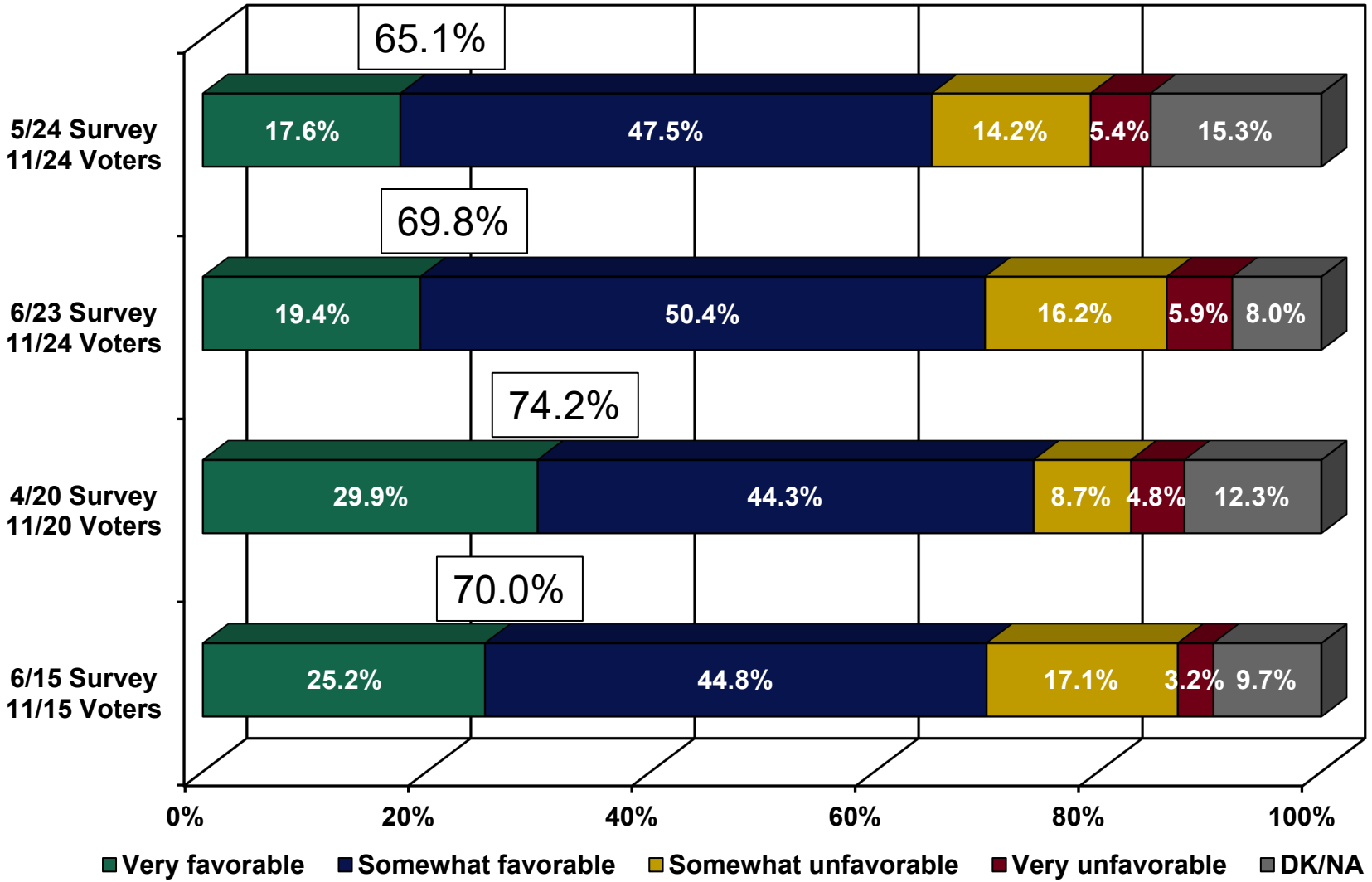


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Key Findings

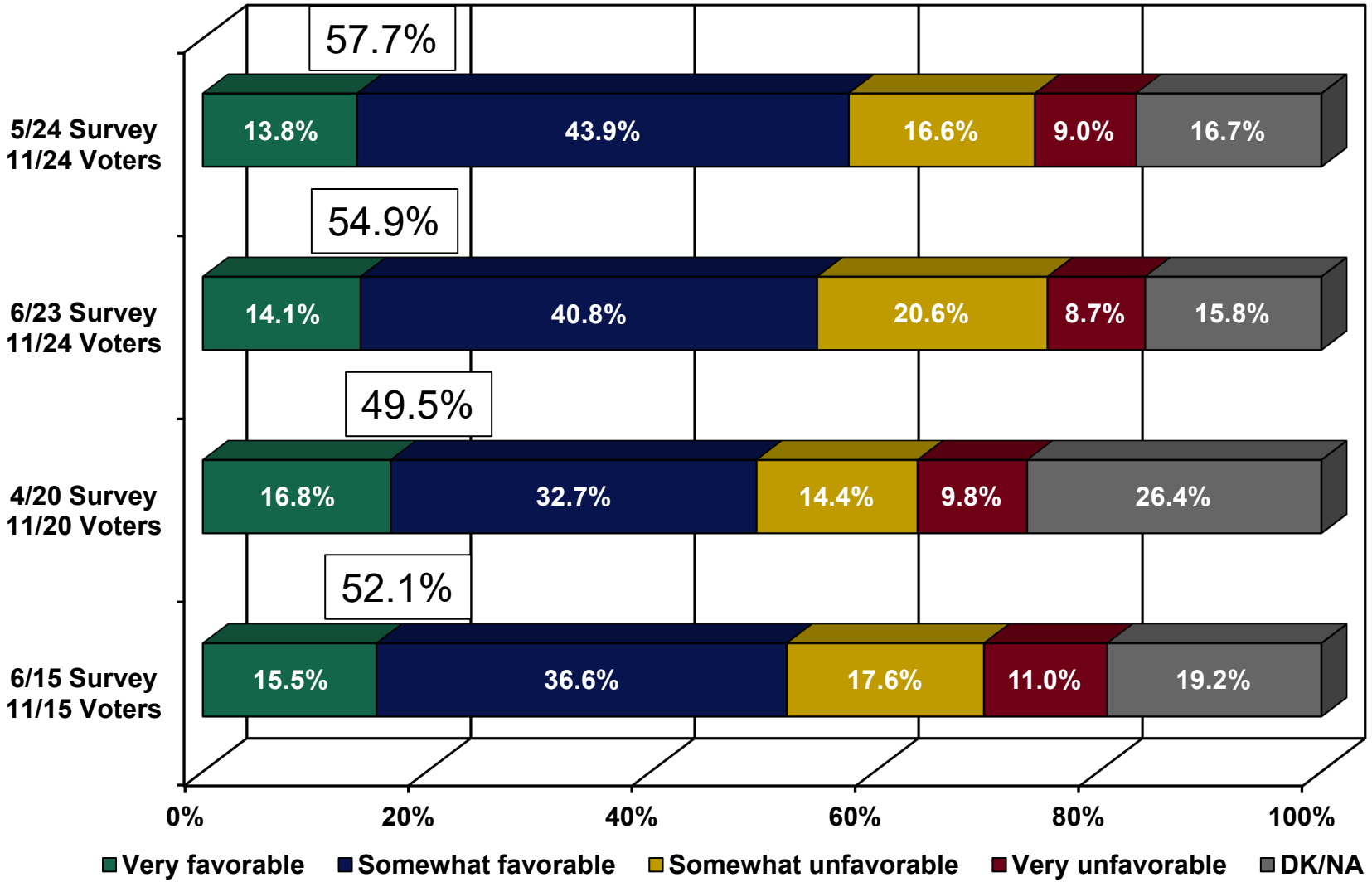
Favorability Rating of the City's Provision of Services

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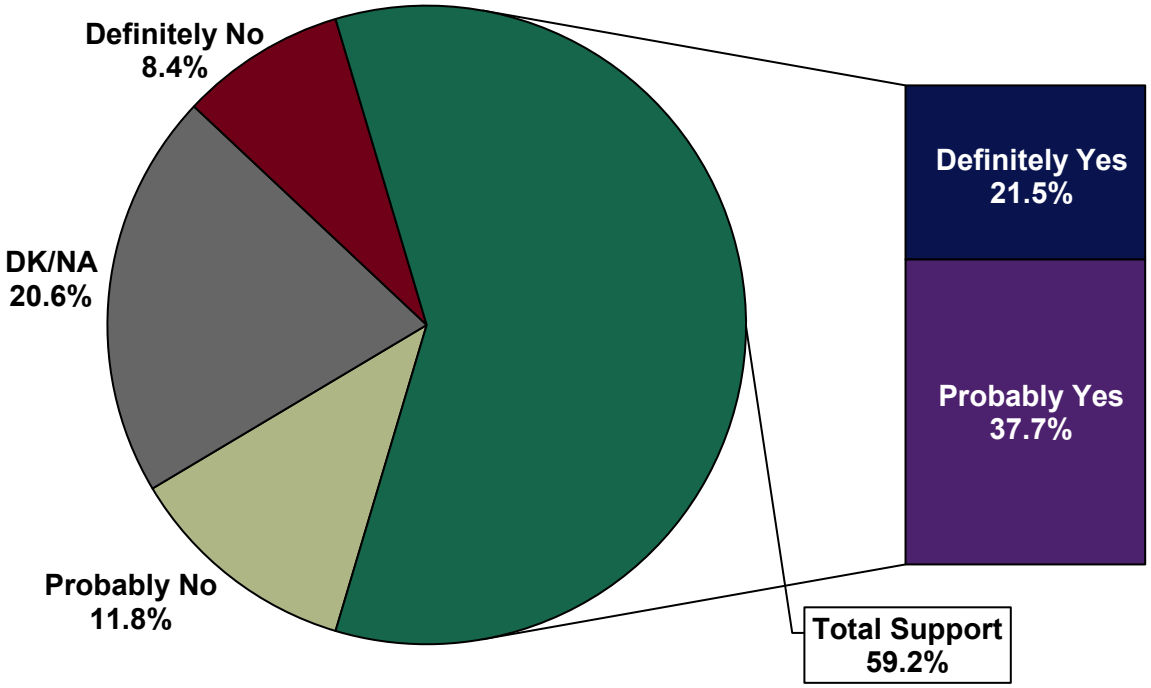
Favorability Rating of the City's Management of Public Funds

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Uninformed Hypothetical Support for Business License Tax Restructuring Measure

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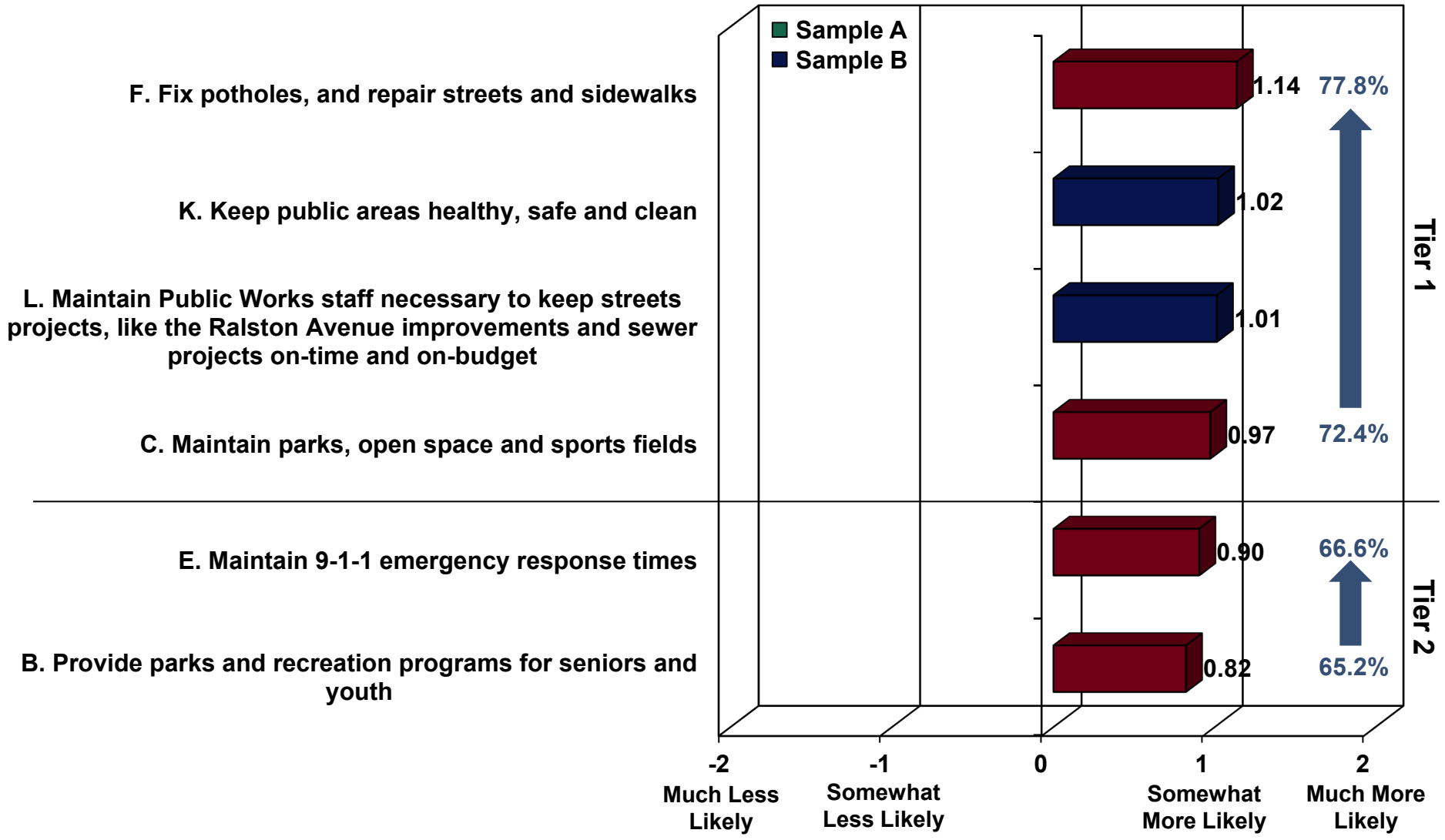
Shall the ordinance simplifying the existing City of Belmont business license structure, funding/ maintaining general city services, such as:

- **fixing potholes, streets/ sidewalks;**
- **maintaining 9-1-1 emergency response;**
- **maintaining parks, open space/ sports fields;**
- **maintaining neighborhood police patrols/ crime prevention;**
- **keeping public areas healthy, safe/ clean**

lowering most businesses' rates, with typical rates between 0.04% and 0.1% of gross receipts, described in the ordinance, until ended by voters, providing $1,300,000 annually, requiring independent audits, be adopted?

Community Priorities I

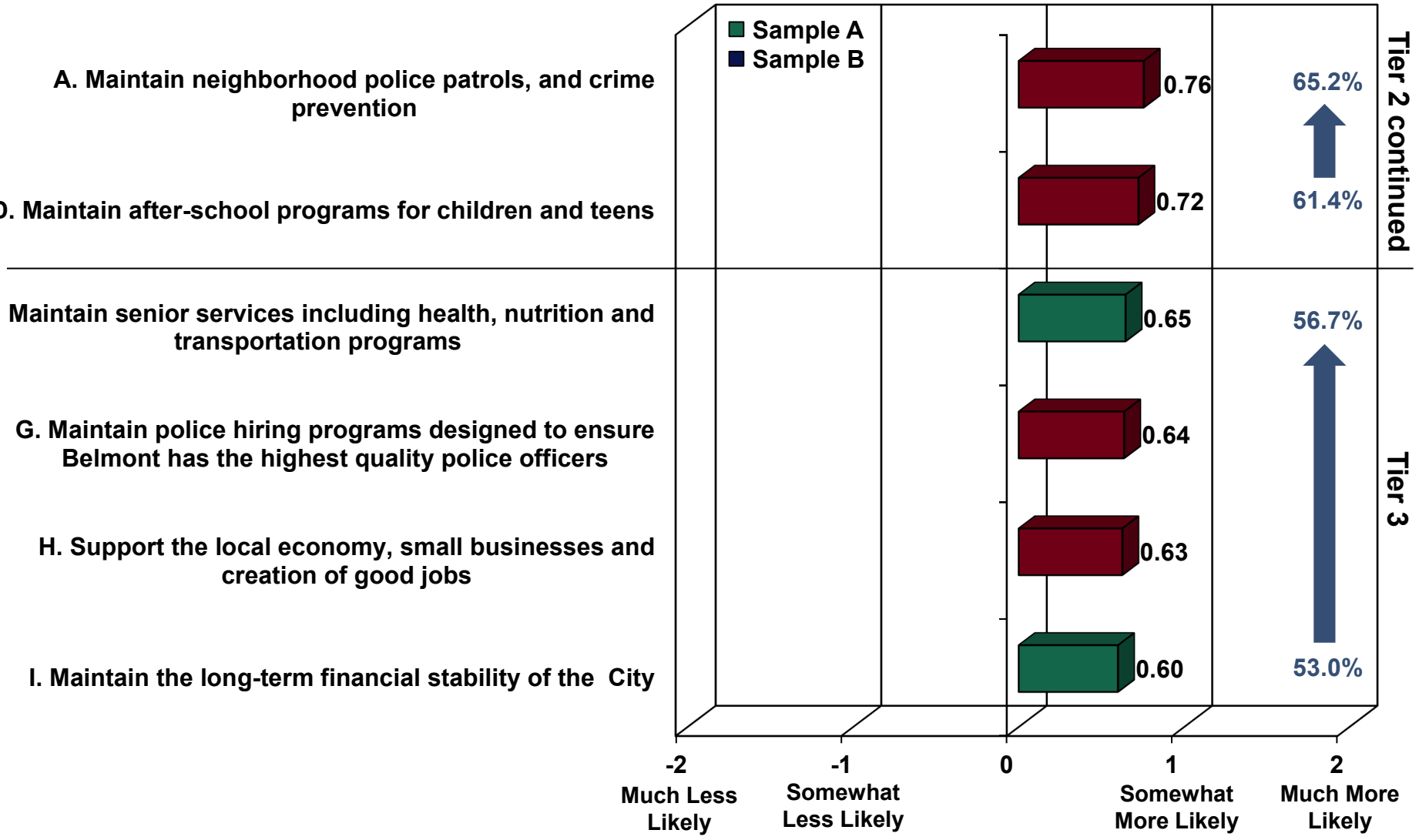
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Note: The above rating questions have been abbreviated for charting purposes, and responses were recoded to calculate mean scores: "Much More Likely" = +2, "Somewhat More Likely" = +1, "No Effect" = 0, "Somewhat Less Likely" = -1, and "Much Less Likely" = -2.

Community Priorities II
Likely November 2024 Voters

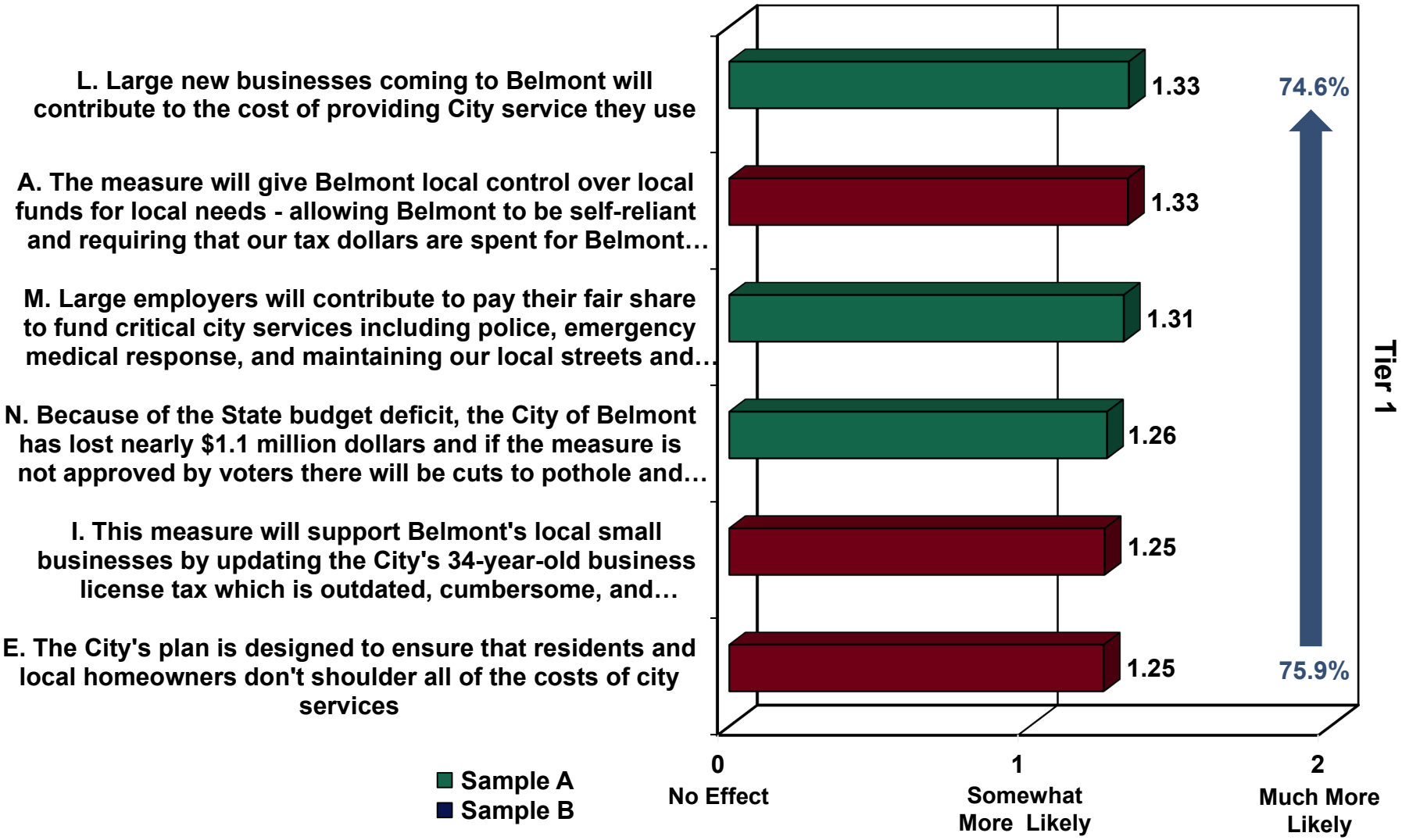
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Informational Statements I

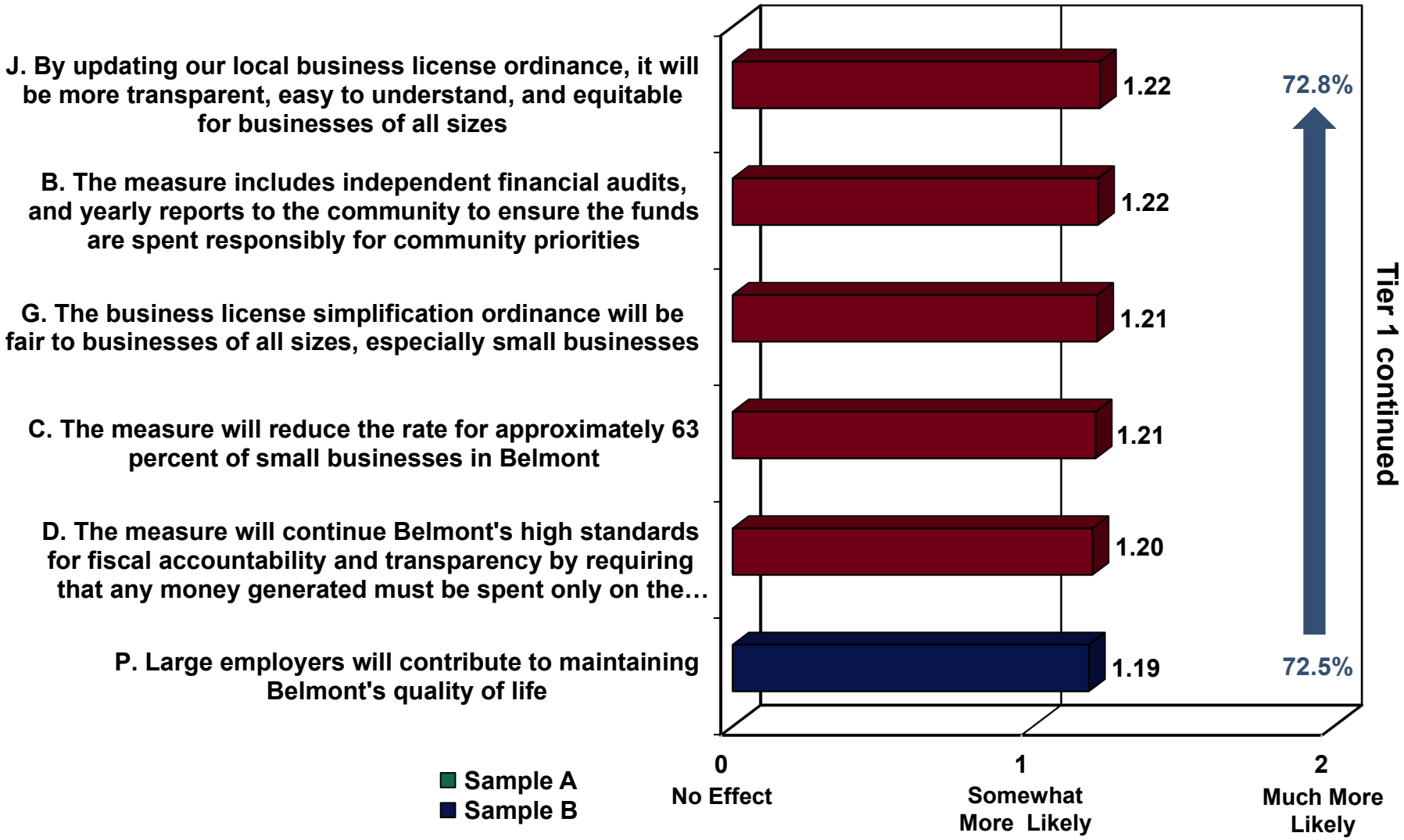
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Informational Statements II

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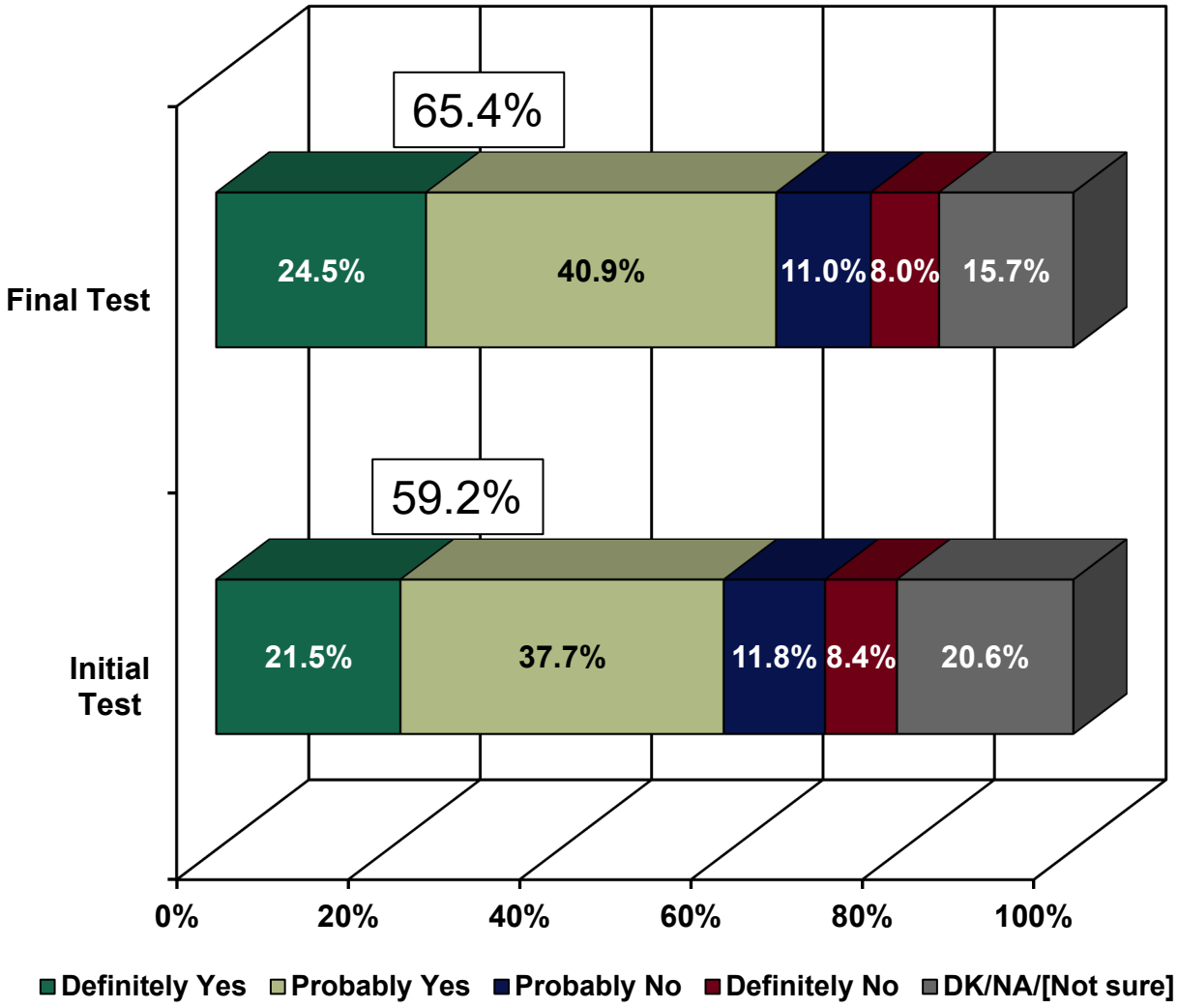


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Informed Hypothetical Support for Business License Tax Restructuring Measure

Likely November 2024 Voters

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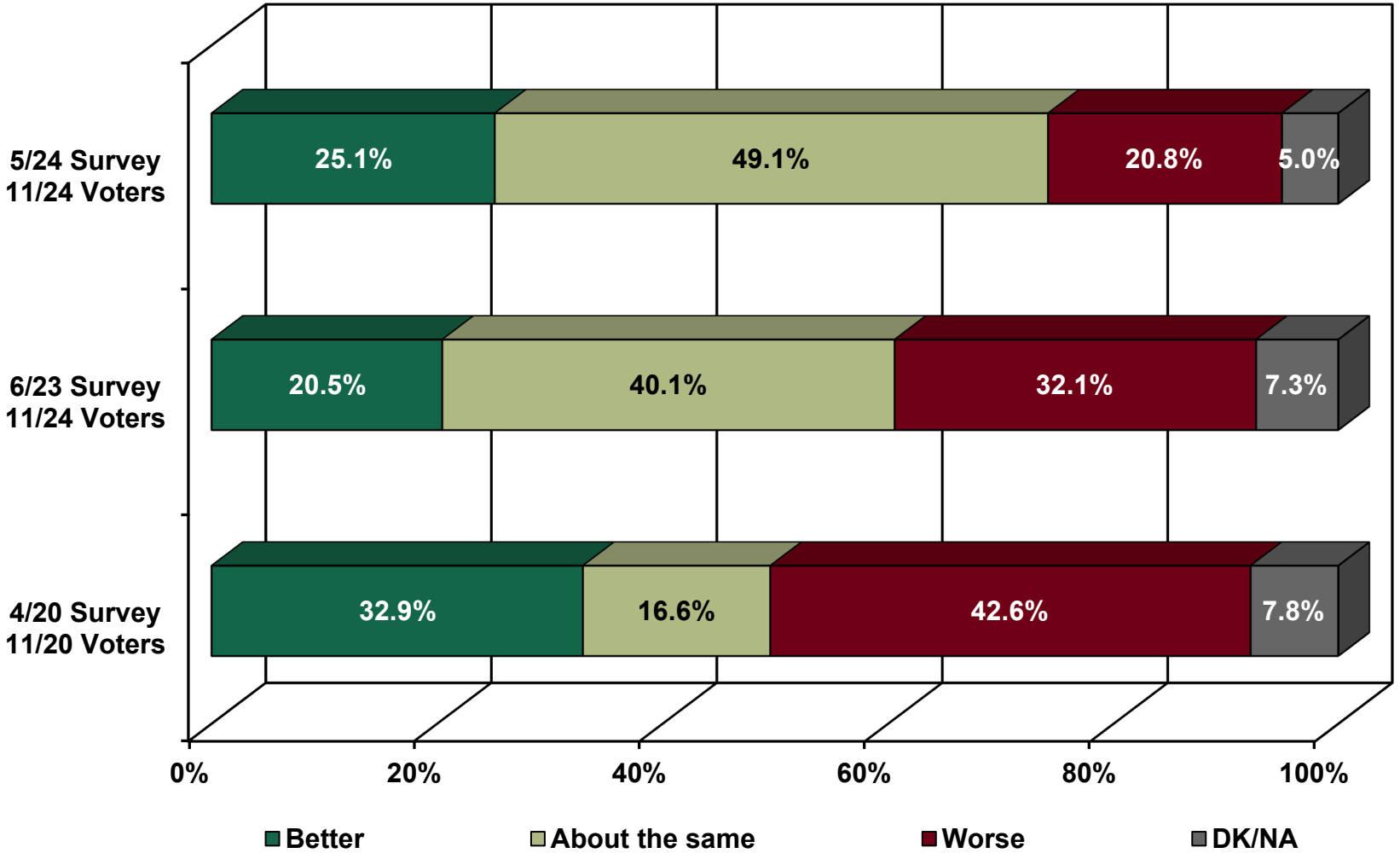
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Opinion on Future Direction of the Economy

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