CITY OF BELMONT
CITY COUNCIL

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CITY COUNCIL REGULAR MEETING AGENDA
Tuesday, March 25, 2025
6:00 PM
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

MEETING ATTENDANCE:

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

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

PUBLIC COMMENT:

Public in the Council Chamber present the Clerk a request to speak slip found at the table at the rear of the chamber.

- If participating virtually use the Raise Hand feature to request to speak.
- For dial- in comments, call *67 1-(669) 900-6833 (your phone number will appear on the live broadcast if *67 is not dialed prior to the phone number), enter **Meeting ID: 95745673035**, and press *9 to request to speak.

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

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 time of publication of the agenda and 3 hours before the start of the meeting will be distributed to the Council prior to the meeting and made part of the meeting record. Written public comments will not be read during the Council meeting.

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

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

LEVINE ACT

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

1. CALL TO ORDER [7:00 p.m.]

2. ROLL CALL

3. CLOSED SESSION

4. STUDY SESSION

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

MATTERS SET TO BEGIN AT 7:00 P.M.

5. PLEDGE OF ALLEGIANCE

6. REPORT FROM CLOSED SESSION

7. SPECIAL PRESENTATIONS

A. Police Department Personnel Oath of Office

8. 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.

9. COUNCILMEMBER ANNOUNCEMENTS

10. CONSENT BUSINESS

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

A. **Approval of Minutes**
Recommendation: Consider modifications and approve minutes

Attachment(s):
March 6, 2025

B. **Annual Review of The Police Department's Military Equipment Use Policy in Accordance with Assembly Bill 481**
Recommendation: Receive the Police Department's Annual Military Equipment Report; and adopt a resolution approving the Belmont Police Department's 2024 Military Equipment Report

Attachment(s):
Staff Report
Resolution

C. **State Legislative Advocacy and Consulting Services with California Public Policy Group (CPPG)**

Attachment(s):
Staff Report
Belmont Scope of Work

D. **Agreement with Rincon Consultants, Inc. for Climate Action and Adaptation Plan Update Services**
Recommendation: Adopt a motion authorizing the City Manager to negotiate and execute a service agreement with Rincon Consultants, Inc. for Climate Action and Adaptation Plan Update services for $216,400 plus a $25,000 contingency for a total not to exceed amount of $241,000.

Attachment(s):
Staff Report
Rincon Proposal

E. **2025 Sewer Rehabilitation Project**
Recommendation: Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to execute a contract with the lowest responsible and responsive bidder for an amount not to exceed $2,330,000 plus a ten percent construction contingency of $233,000, and approving a task order for construction management services with MNS Engineers, Inc. for an amount not to exceed $314,340 for the 2025 Sewer Rehabilitation Project, City Contract Number 2025-636.

Attachment(s):
Staff Report
Resolution
Rehabilitation Project Plans
Specifications
MNS Proposal for Construction Management and Inspection Services

F. **Revised Master Employee Pay Schedule – January 2025**
Recommendation: Adopt a resolution amending the City's Master Employee Pay Schedule to maintain compliance with California Public Employees Retirement System (CalPERS) regulations.

Attachment(s):
Staff Report
Resolution

G. **Memorandum of Understanding with the Belmont Police Officers Association**
Recommendation: Adopt a resolution approving the Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association for the period January 1, 2025, through June 30, 2028, with an optional extension through June 30, 2029.

Attachment(s):
Staff Report
Resolution
Exhibit A Itemized Fiscal Impacts by Fund and Division

H. **Memorandum of Understanding with the Mid-Management Confidential Employees Association**
Recommendation: Adopt a resolution approving the Memorandum of Understanding between the City of Belmont and the Mid-Management Confidential Employees Association for the period January 1, 2025, through December 31, 2028.

Attachment(s):
Staff Report
Resolution
Exhibit A-MMCEA Revised Compensation Plan - Itemized Fiscal Impacts by Fund and Division

I. **Revised Compensation and Benefits Plan for Unrepresented Confidential Employee Group**
Recommendation: Adopt a resolution approving revisions to the compensation and benefit plan for the unrepresented and confidential employee group.

Attachment(s):
Staff Report
Resolution

11. PUBLIC HEARINGS

A. **Development Entitlements for Two Retail Cannabis Dispensary Businesses on the south El Camino Real corridor**
Recommendation:

(1) Consider two development entitlement applications from separate applicants for cannabis retail businesses proposed to be located at 1397 El Camino Real (Canna-Bel) and 1538 El Camino Real (NUG), and for each application consider the Planning Commission recommendations for rezoning the applicable property and approval of a development agreement for the project, and Zoning Administrator recommendations for Conditional Use Permit and Design Review entitlements for the project. (2) For the 1397 El Camino Real project, introduce an ordinance rezoning 1397 El Camino Real and APN 045-243-050 into

the S-3 Cannabis Overlay District, introduce an ordinance approving a development agreement for the project, and direct staff to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinances. (3) For the 1538 El Camino Real project, introduce an ordinance rezoning 1538 El Camino Real into the S-3 Cannabis Overlay District, introduce an ordinance approving a development agreement for the project, and direct staff to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinances.

Attachment(s):

Staff Report
Attachment 1 - Adopted S-3 Overlay Zone Area
Attachment 2 - Community Outreach & Policy Development Timeline
Attachment 3 - Exhibit A - 1397 ECR Staff Report
---- Attachment 1 - 1397 ECR 300-500 Ft Radius Map
---- Attachment 2 - Canna-Bel Rezone Ord & Exhibit A - Zoning Map Amendment
---- Attachment 3 - Canna-Bel Development Agreement Ord & Exhibit A - DA
---- Attachment 4 - 3-4-25 PC Resos & 3-11-25 ZA Staff Report - 1397 ECR
---- Attachment 5 - Nov 2023 GP-BVSP EIR Addendum & Exhibits -1397 ECR
---- Attachment 6 - Project Plans - 1397 ECR
---- Attachment 7 - Canna-Bel Safety & Security Plan 1397 ECR
---- Attachment 8 - 600-Foot Buffer Map & 600-100-Foot Proximity Aerials -1397 ECR
---- Attachment 9 - Community-Neighborhood Outreach Materials - 1397 ECR
Attachment 4 - Exhibit B - 1538 ECR Staff Report
---- Attachment 1 - 1538 ECR 300-500 Ft Radius Map
---- Attachment 2 - NUG Rezone Ord & Exhibit A - Zoning Basemap Amendment
---- Attachment 3 - NUG Development Agreement & Exhibit A - DA
---- Attachment 4 - 3-4-25 PC Resos & 3-11-25 ZA Staff Report - 1538 ECR
---- Attachment 5 - Nov 2023 GP-BVSP EIR Addendum & Exhibits - 1538 ECR
---- Attachment 6 - Project Plans - 1538 ECR
---- Attachment 7 - NUG Operational & Security Plan - 1538 ECR
---- Attachment 8 - 600 Foot Buffer Map & 600-100-Foot Proximity Aerials - 1538 ECR
---- Attachment 9 - NUG Community-Neighborhood Outreach Materials - 1538 ECR

12. 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. Housing Element Annual Progress Report 2024 and Housing Successor Annual Report FY 2023-24

Recommendation: Review the Housing Element Annual Progress Report 2024 and the Housing Successor Annual Report FY 2023-24, and direct staff to transmit the reports to the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

Attachment(s):

Staff Report
Attachment A Housing Element Annual Progress Report 2024
Attachment B Belmont Successor Agency Annual Report FY24

13. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

14. 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.

15. ADJOURNMENT

CITY OF BELMONT CITY COUNCIL SPECIAL MEETING AGENDA
Belmont Library, Taube Room, 1110 Alameda De Las Pulgas, Belmont, California

Thursday, March 6, 2025

CALL TO ORDER 9:15 a.m.

ROLL CALL
COUNCILMEMBERS PRESENT: Latimerlo, Jordan, McCune, Pang-Maganaris, Mates
COUNCILMEMBERS ABSENT: none

ITEMS OF BUSINESS

GENERAL BUSINESS
FY 2025-26 Strategic Planning Workshop and Council Recess Dates

Senior Management staff provided an overview of fiscal year 2024 priorities, reviewed recent major accomplishments, identified and discussed issues, concerns, and trends that may affect future city services, programs, policies, finances or operations.

Discission ensued on identifying on-going priorities and significant programs, policies, projects, or initiatives that the city should consider in the next few years. Council reviewed goals and objectives for upcoming fiscal year and challenges facing the City.

Council concurred to continue focusing on current strategic priorities, including prioritizing infrastructure and continued community engagement.

Council reaffirmed the Mission Vision and Values Statement, Council Code of Ethics Conduct and Council Protocols. Staff explained that edits to the protocols will be brought to Council at a subsequent meeting to include language amending the Parks and Recreation Commission terms, and other minor amendments.

Council concurred to cancel the July 22 and August 12, 2025 meeting for summer break and the November 11 and December 23 meetings due to holiday closure.

ADJOURNMENT at this time being 1:00 p.m.

Submitted by,
Jozi Plut, City Clerk

DRAFT

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Andrew Armando, Captain (650) 595-7400
Agenda Title:	Annual Review of The Police Department's Military Equipment Use Policy in Accordance with Assembly Bill 481
Agenda Action:	Resolution

Recommendation

Receive the Police Department's Annual Military Equipment Report; and adopt a resolution approving the Belmont Police Department's 2024 Military Equipment Report.

Strategic Focus Area

Public Safety

Background

Today's police departments must use a wide range of equipment to protect public safety and provide law enforcement in the communities they serve. Much of this equipment is also used by the military.

On September 30, 2021, California Assembly Bill 481 (AB 481) was signed into law. The passing of AB 481 created California Government Code Sections 7070, 7071, and 7072. This requires law enforcement agencies to disclose any "military equipment" it currently possesses and sets the framework for an approval process for future purchases of "military equipment." Government Code §7071(b) requires law enforcement to submit a Military Equipment Use Policy to the city council for approval by ordinance.

The "military equipment" does need to have been acquired from the Department of Defense to be considered "military equipment." Government Code §7070 provides a list of equipment types that are "military equipment" for purposes of the use policy. The Belmont Police Department – Military Equipment Use Policy 710 includes information for any such equipment types that are possessed by the department, or reasonably likely to be deployed in the City of Belmont by its law enforcement partners.

While the police department does not possess any tactical equipment that it has obtained from the military, it does possess some types of equipment that are listed in Government Code Section 7070. In addition, the police department participates in a regional S.W.A.T. team in conjunction with the San Mateo County Sheriff's Office, which possesses and utilizes additional types of equipment.

AB 481 also requires law enforcement agencies to prepare an annual report containing information for the preceding calendar year. The report summarizes the required information:

- Obtain approval by the applicable governing body (Mayor and City Council) by adopting a

military equipment use policy prior to taking certain actions relating to the funding, acquisition, or use of military equipment, as defined.

- Publish an annual report by the law enforcement agency to include each type of military equipment approved by the governing body. Hold at least one well-publicized and conveniently located community engagement meeting within 30 days of submitting and publicly releasing the annual military equipment report.
- The governing body reviews the military equipment use ordinance annually and has the option to either disapprove a renewal of a type of military equipment or amend the policy if it determines that the military equipment does not comply with approval standards. The City Council then determines whether to renew authorization of the military equipment use policy by considering certain factors provided by AB 481.

Once the report was completed for the 2024 Military Equipment Use Policy, the report was uploaded to the Belmont Police Department Transparency page on January 28, 2025. After it was uploaded, the police department notified the community (on social media on January 30, 2025, and through the City of Belmont Weekly ENews on January 31, 2025) of a public meeting on February 24, 2025, where the public could ask questions or make comments related to the policy. The public meeting was attended by a number of community members, where they were presented with some of the items described on the list and were given a time for questions and answers.

On March 25, 2025, the police department seeks to present its Military Equipment Report to the City Council for review, public comment, and approval.

Analysis

In accordance with AB 481, the Military Equipment Annual Report was posted on the police department's website at least 30 days prior to this meeting.

During 2024, the department received no complaints about the use of our military equipment. In addition, there were no violations of policy regarding the deployment of military equipment. The police department has not obtained any equipment from federal military surplus programs, known as the 1033 Program, and does not possess any tactical equipment obtained from the military.

In early 2024, the 1997 police department command vehicle reached the end of its service life and was retired. This vehicle retirement and the anticipated replacement was documented in the 2023 Military Equipment list. In December of 2024, the police Department purchased a replacement command vehicle. This new vehicle is documented in the 2024 Military Equipment List.

At a City of Belmont Council Regular Meeting on July 23, 2024, the police department presented information regarding the desire to implement an Unmanned Aerial Systems Program (UAS). The presentation occurred during the council's general business portion of the meeting and the city council was provided the update, discussed the item and provided direction to the police department. The police department seeks to implement the Unmanned Aerial Vehicle (UAV) Program in 2025. As previously discussed, this program would be in cooperation with other city departments, including but not limited to

parks & recreation and public works.

The department does also plan on restocking previously approved items which are used in training and in operations. The items utilized in the past year which would require replacement are the light sound diversionary devices ("Flashbangs"), and ammunition expended in training. In addition, the department looks to replace antiquated patrol rifles with the newer versions which possess the same characteristics and nomenclature of the previous approved items. Please refer to Attachment B for cost and other applicable details.

Before being allowed to use any of the department's military equipment, a Belmont Police officer receives significant training in the safe use, handling and deployment of the item, and all actions by police personnel must comply with department policy, state law and constitutional protections regarding search and seizure. Many of the items have specific policies that relate to their deployment, and their use must comply with state and federal law.

The military equipment identified in Belmont Police Department Policy 710 is necessary because there are no reasonable alternatives that can achieve the same objective of officer and community safety. Staff recommend the City Council receive the Police Department's 2024 Military Equipment Report, receive public comment, and adopt the resolution approving the department's Military Equipment Report. The proposed resolution is attached as Attachment A, the 2024 Military Equipment Report and Policy 710 are attached as Attachment B.

Alternatives

1. Refer to staff with directions.

Attachments

A. Resolution
B. Belmont Police Department Military Equipment Annual Report and Policy 710

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:	Fiscal impacts for qualifying equipment owned/utilized by the Belmont Police Department are summarized under the Military Equipment List that is included in the Belmont Police Department Military Equipment Annual Report and Policy.

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT RENEWING THE MILITARY EQUIPMENT POLICY ORDINANCE FOR THE POLICE DEPARTMENT

WHEREAS , on September 30, 2021, California Assembly Bill 481 (AB481) was signed into law, regarding the funding, acquisition, and use of law enforcement equipment by law enforcement agencies; and,

WHEREAS, Government Code Section 7070 adopted by AB 481 requires law enforcement agencies to obtain the City Council's approval by an ordinance adopting a military equipment use policy before taking certain actions relating to the funding, acquisition, or use of military equipment; and,

WHEREAS, the military equipment use policy is incorporated in the Belmont Police Department Policy Manual 710; and,

WHEREAS, Policy 710 is consistent with the definition of a military equipment use policy as provided in Government Code Section 7070 which lists the subjects to be addressed by a military equipment use policy; and,

WHEREAS, the Belmont Police Department posted the annual report on its website on January 28, 2025 per Government Code Section 7072 and Belmont Police Department Policy 710; and,
WHEREAS, on March 25, 2025, the Belmont Police Department did present the annual report, where public comment, and comments from the City Council were made, and the annual report was discussed; and,

WHEREAS, on March 25, 2025, the City Council reviewed Ordinance No. 2202-1165, Police Department and Acquisition and Use of Military Equipment Pursuant to AB 481 and Government Code Section 7070 approving the Military Equipment Use Policy; and,

WHEREAS, the City Council has accepted the annual report and desires to renew Ordinance No. 2202-1165.

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

SECTION 1. LEGISLATIVE FINDINGS:

The City Council reviewed Ordinance 2202-1165 Police Department Acquisition and Use of Military Equipment pursuant to Assembly Bill 481 and Government Code Section 7070 approving the Military Equipment Use Policy, and wishes to renew the ordinance for an additional year, as the Council continues to find the following:

a) The military equipment identified in policy 710 is necessary because there is no reasonable alternative that can achieve the same objective of officer and community member safety.

b) Policy 710 will safeguard the public's welfare, safety, civil rights, and civil liberties.

c) The military equipment identified in Policy 710 is reasonably cost effective compared to available alternatives that can achieve the same objective of officer and community members.

d) The City did not have a military equipment use policy before the adoption of this ordinance, however, all prior military equipment use complied with policies in effect at the time.

SECTION 2. MILITARY USE POLICY ADOPTED

Belmont Police Department Policy 710, attached as Attachment 1, is approved under Government Code Section 7071 as the military equipment use policy for the department.

SECTION 3. ANNUAL REPORT

The Chief of Police is to prepare and timely submit an annual military equipment report to the Council as provided in Government Code Section 7072.

* * *

ADOPTED March 25, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Jozi Plut, City Clerk, jplut@belmont.gov, 650-595-7414
Agenda Title:	State Legislative Advocacy and Consulting Services with California Public Policy Group (CPPG)
Agenda Action:	Motion

Recommendation

Motion authorizing the City Manager to negotiate and execute a 3-year service agreement with California Public Policy Group (CPPG) to provide State legislative advocacy and consulting services to the City in an amount not to exceed $54,000 annually plus 10% contingency, including City Manager authority to extend the agreement for an additional, consecutive two-year term for the same annual amount.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The City Council expressed interest in receiving more regular updates on pending legislation and engaging on pending legislation that impacts the City. On March 24, 2020, City Council approved Resolution 2020-022 authorizing a contract with Renne Public Policy Group (RPPG) to provide State Legislative Advocacy and Consulting Services, addressing the City Council's top priorities. Employing a multi-pronged approach, the City benefits from the expertise of a legislative consultant when appropriate on state legislation regarding housing initiatives, infrastructure, regional transportation improvements, environmental sustainability, community services, public safety and emergency management and other policies that may affect the City's operations or finances.

In line with the City's Legislative Program, contracting with RPPG provided an active legislative program and the City Council has more opportunity to comment on pending legislation relatively frequently given the recent significant increase in State legislation that directly affects cities.

Analysis

The City of Belmont actively engages in legislative advocacy at the local, state, and federal levels to protect the interests of its residents and businesses. Through its Legislative Platform, the City establishes broad policy positions to guide timely responses to legislative matters, including correspondence and collaboration with organizations like the League of California Cities. Maintaining an advocacy program ensures City officials stay informed on evolving state initiatives that may impact key priorities. Additionally, having a legislative advocate in Sacramento helps monitor legislation, build relationships with policymakers, and provide strategic support, including policy analysis, advocacy, and budget reviews, to amplify the City's voice in legislative discussions.

In May 2019, Renne Public Law Group (RPLG) launched Renne Public Policy Group (RPPG) to provide non-legal services, including legislative advocacy and grant writing, to public sector clients. Over time, RPPG has expanded significantly, leading to a decision to spin off into a separate corporation, California Public Policy Group (CPPG) effective October 1, 2024. The City of Belmont was requested to approve the assignment of its service contract to CPPG under the same terms and conditions.

California Public Policy Group will continue to work with the City to update the City's legislative platform and will complement and fortify the City's existing relationships with State representatives as well as facilitate dialogue with other legislators.
Key deliverables include:

- Update and development of the City's legislative platform and advocacy materials
- Monitoring and tracking key legislation regarding the City's priorities and interests
- Representation at legislative committee meetings on matters of interest to the City
- State Administration outreach
- Assistance with the identification of relevant grant opportunities and development of strategies for securing them
- Monitoring and reporting on pending legislation that may affect the City

The proposed 3-year not-to-exceed contract amount is $54,000 annually plus 10% contingency with an option to extend the agreement for an additional, consecutive two-year term for the same annual amount.

Alternatives

1. Defer to staff for more information
2. Take no action

Attachments

A. CPPG Scope of Work

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Current year's cost for this service agreement is included in the General Fund under the City Manager's Office budget (Account# 101-1-111-8351). Funds for subsequent years of the service agreement will be incorporated as part of the annual budget development and subject to Council appropriation.

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

Exhibit A – Scope of Work, City of Belmont

- On at an annual basis, assist with developing and updating the City's legislative agenda and policy platform in light of legislative trends.
- Conduct state, regional, and local policy research; inform the City of relevant policies, develop advocacy materials, and assist the City with local positions on high-priority subjects.
- Track state legislation and provide legislative tracking reports regularly to City.
- Regularly communicate with the City to assess legislative options, analyze legislation and discuss policy objectives including review and input into the City's legislative policy platform and meeting via teleconference periodically with the City Council's relevant council sub-committee.
- Proactively address legislation, topics or issues that unfold in advance of the legislative session.
- Serve as a liaison between the City and State Legislature, Executive Branch or other officials in state government as identified by the authority.
- Develop strong working relationships with State Legislature, state agencies, Executive Branch and other key stakeholders.
- Raise, discuss, and recommend any affirmative legislative action that may benefit the City, and identify any potential or actual legislative or agency action that may impact the City and region.
- Coordinate and collaborate with other municipalities and organizations having similar legislative objectives as the City. Where appropriate, advocate positions on legislation and work to secure language in legislation that will advance the City's interests.
- Develop and participate in strategic coalitions with associations and governmental organizations in furtherance of the City's legislative agenda as requested.
- Provide the City with a written annual report, related to the City's state agenda and a summary of services provided and measurable results achieved on behalf of the City.
- Draft letters, legislative language and talking points or other advocacy materials on legislation as necessary.
- Prepare letters in support of the City's adopted legislative position to members of the state legislature, executive branch, and other officials in State government as needed.
- Testify at the direction of and on behalf of the City at hearings before legislative committees.

- Prepare written testimony for city officials who wish to testify before legislative committees.
- Conduct at least one briefing per year to the Mayor and City Council and key City departments as identified by the City Manager's Office.
- Develop and implement strategies to best position city to obtain state general fund dollars for the City's projects and programs.
- Register to lobby, on behalf of the City, with the necessary State officers and agencies, requirements mandated by the Fair Political Practices Commission ("FPPC"), and any other legal requirements.

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Karen Clark, Management Analyst, kclark@belmont.gov; Kathy Kleinbaum, Assistant City Manager, kkleinbaum@belmont.gov
Agenda Title:	Agreement with Rincon Consultants, Inc. for Climate Action and Adaptation Plan Update Services
Agenda Action:	Motion

Recommendation

Adopt a motion authorizing the City Manager to negotiate and execute a service agreement with Rincon Consultants, Inc. for Climate Action and Adaptation Plan Update services for $216,400 plus a $25,000 contingency for a total not to exceed amount of $241,400.

Strategic Focus Area

Infrastructure and Mobility

Background

State law requires local jurisdictions to address climate vulnerability and incorporate climate adaptation policies into their General Plan Safety Elements. In addition, many jurisdictions develop greenhouse gas (GHG) mitigation or climate action plans to achieve local, regional, and state emissions reduction goals.

In 2017, the City of Belmont adopted its first Climate Action Plan (CAP) concurrently with the 2035 Belmont General Plan, Belmont Village Specific Plan, Phase 1 Zoning Amendments, and accompanying Environmental Impact Report. This comprehensive, long-range policy effort was informed by community workshops, stakeholder interviews, a citywide survey, technical analysis, and reviews by the City Council, Planning Commission, and Parks and Recreation Commission.

Since 2017, many of the City's CAP goals have been completed or are underway. Milestones have included opting into Peninsula Clean Energy's ECO 100 option for 100% renewable energy in municipal facilities, converting all streetlights to LEDs, implementing energy and electric vehicle building reach codes, establishing a smart growth policy for development along the El Camino Real corridor and adjacent to the City's Caltrain station, and making bicycle and pedestrian-friendly improvements along the Ralston Avenue corridor. The City has also promoted waste, water, and energy efficiency rebates and incentive programs offered by partner organizations.

The 2017 CAP established GHG emission reduction targets for 2020 and 2035 (to align with the 2035 General Plan). While the City exceeded its 2020 target of returning to 1990 emission levels or below, it is among many jurisdictions not currently tracking to meet the State's 2030 target, which is ambitious at 40% below 1990 levels.

The California Governor's Office of Planning and Research General Plan Guidelines has indicated that CAPs may be updated every three to five years to adjust policies based on the trajectory of GHG emissions and the latest regional planning efforts. It has now been seven years since the City's last CAP was adopted; therefore, a CAP update was an initiative identified in the 2020-2027 Citywide Strategic Plan Dashboard.

Analysis

In January 2025, the City published a request for proposals (RFP) for a Climate Action and Adaptation Plan (CAAP) Update. This update will modernize the City's 2017 CAP, setting GHG emissions reductions targets for 2030, 2035, and 2045 to align with State targets and 2035 General Plan, respectively. The update will engage internal and external stakeholders in critical discussions about the mitigation measures necessary to meet the State's ambitious targets and integrate equity considerations. It will also include climate adaptation strategies. While CAPs traditionally include mitigation measures to reduce emissions and prevent further warming, adaptation strategies additionally address the impacts of climate change that are already in motion.

In response to the RFP, the City received four proposals. After careful consideration, interviews, and reference checks, staff now recommends entering into an agreement with Rincon Consultants, Inc. (Rincon). Rincon has prepared over 70 CAAPs, GHG reduction strategies, and sustainability plans, including the associated GHG inventories and climate vulnerability assessments, for municipalities, special districts, universities, and private clients throughout California. They are also contracted with San Mateo County to lead the Regionally Integrated Climate Action Planning Suite (RICAPS), providing all its constituent cities with GHG inventories, a climate action planning toolkit, grant support, and multijurisdictional coordination.

To move forward with Rincon, staff recommends that the City Council adopt a motion authorizing the City Manager to negotiate and execute a service agreement for CAAP Update services for $216,400 plus a $25,000 contingency for a total not to exceed amount of $241,400. Rincon's work and fee proposal is included as Attachment A.

Alternatives

1. Refer back to staff for more information
2. Take no action on this Strategic Plan initiative at this time

Attachments

A. Rincon Consultants, Inc. Proposal

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: $37,540 is estimated to be expended in the current fiscal year and can be absorbed in the General Plan Maintenance Fund (Account #212-5-906-8351); therefore, no supplemental budget appropriation is required. The remaining amount of the service

agreement is expected to be expended in subsequent fiscal years and will be subject to the City Council's annual budget appropriation.

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

Rincon Consultants, Inc.
66 Franklin Street, Suite 300
Oakland, California 94607
510-834-4455

February 7, 2025

Karen Clark, Management Analyst
City Manager's Office
City of Belmont
One Twin Pines Lane, Suite 340
Belmont, California 94002
Via email: kclark@belmont.gov

Subject: Proposal to Provide Climate Action and Adaptation Planning Services for the City of Belmont

Dear Ms. Clark:

Rincon Consultants, Inc. (Rincon) is excited for the opportunity to assist the City of Belmont with the development of a Climate Action and Adaptation Plan (CAAP). We have extensive climate action and adaptation analysis, planning and implementation experience within San Mateo and across California. Rincon has developed our CAAP implementation practice emphasizing key adaptation and mitigation sectors such as community wildfire protection, electric vehicle infrastructure, active transportation, renewable fuels, and building electrification.

Rincon will leverage this experience to build on the City's existing climate action and resilience efforts included in the current update to the Safety Element of the General Plan as well as the City's 2017 Climate Action Plan (CAP). Rincon will also build off our unique local and regional experience leading San Mateo County's Regionally Integrated Climate Action Planning Suite (RICAPS) to streamline the CAP development process by incorporating RICAPS tools such as the GHG inventory, forecast, SPARQ tool, and menu of measures. We look forward to the opportunity to partner with the City in the preparation of Belmont's CAAP.

When considering climate planning, we do not opt for a standardized approach. With an in-house dedicated climate mitigation and adaptation team, we are constantly looking for ways to innovate as a means of achieving progressive objectives in an implementable manner that also provides significant community value. The strategy for the Belmont's CAAP will be no different as we work to develop a comprehensive, defensible, locally relevant, and feasible plan through an inclusive planning process that reduces greenhouse gas (GHG) emissions and improves the City's quality of life and resiliency to climate change.

Leading the Rincon team will be **Ryan Gardner**, MESM, LEED-AP, Director and head of Rincon's statewide climate action practice. Ryan has managed and guided the completion of CAAPs for municipal agencies and special districts across the state and is currently managing RICAPS**. Olivia Mendoza** will serve as Project Manager. She specializes in climate adaptation and mobility and will provide day-to-day project management. We believe that our experience developing CAAPs and GHG reduction measures, innovative tools and programs, and focus on local implementation gives us a unique understanding of, and sensitivity to, the broad range of issues that will be important to the success of this CAAP.

Thank you for considering Rincon for this important assignment. Please do not hesitate to contact us if you have questions about this proposal or need additional information.

Sincerely,
Rincon Consultants, Inc.

Olivia Mendoza | Project Manager
omendoza@rinconconsultants.com
Contact for clarification

Ryan Gardner | Director of Climate Action and Implementation
rgardner@rinconconsultants.com
Contact for clarification

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1 General Information

About Rincon

Rincon Consultants, Inc. (Rincon) is a science-based environmental and climate consulting firm that provides quality professional services to government and industry. Our skilled professionals have decades of combined experience in climate action, adaptation, and resilience planning, greenhouse gas (GHG) emissions inventorying and analysis, vulnerability assessments, California Environmental Quality Act (CEQA) compliance and streamlining, energy conservation and electrification, green building, and public engagement related to these services. Our approach focuses on well-designed solutions that respond to our clients' specific needs in a cost-effective manner.

Rincon has prepared over 70 Climate Action and Adaptation Plans (CAAP), Greenhouse Gas (GHG) Reduction Strategies, and Sustainability Plans, including the associated GHG inventories and climate vulnerability assessments for municipalities, special districts, universities, and private clients throughout California. Rincon completes the annual RICAPS GHG inventories and has provided a suite of climate action planning tools to cities within San Mateo County, giving us unparalleled experience with the City's GHG inventory methodologies and a comprehensive understanding of best practices in GHG analysis. Recently we have provided climate planning assistance with the following Bay Area clients: Cities of Pacifica, Half Moon Bay, Foster City, Cupertino, Campbell, Palo Alto, Sunnyvale, Hayward, Pinole, San Leandro, San Ramone, Livermore, Pleasanton and the Counties of Santa Clara, San Mateo, and Contra Costa.

Legal Name:
Rincon Consultants, Inc.

Legal Form:
California "S" Corporation

Founded: 1994 (30 Years)

Professional Staff: 400+

California Offices: 13

Phone Number:
510-834-4455

Website:
https://www.rinconconsultants.com/

Federal Tax ID: 77-0390093

Proposal Contact:
Ryan Gardner, Director

Address:
66 Franklin Street, Suite 300
Oakland, California 94607

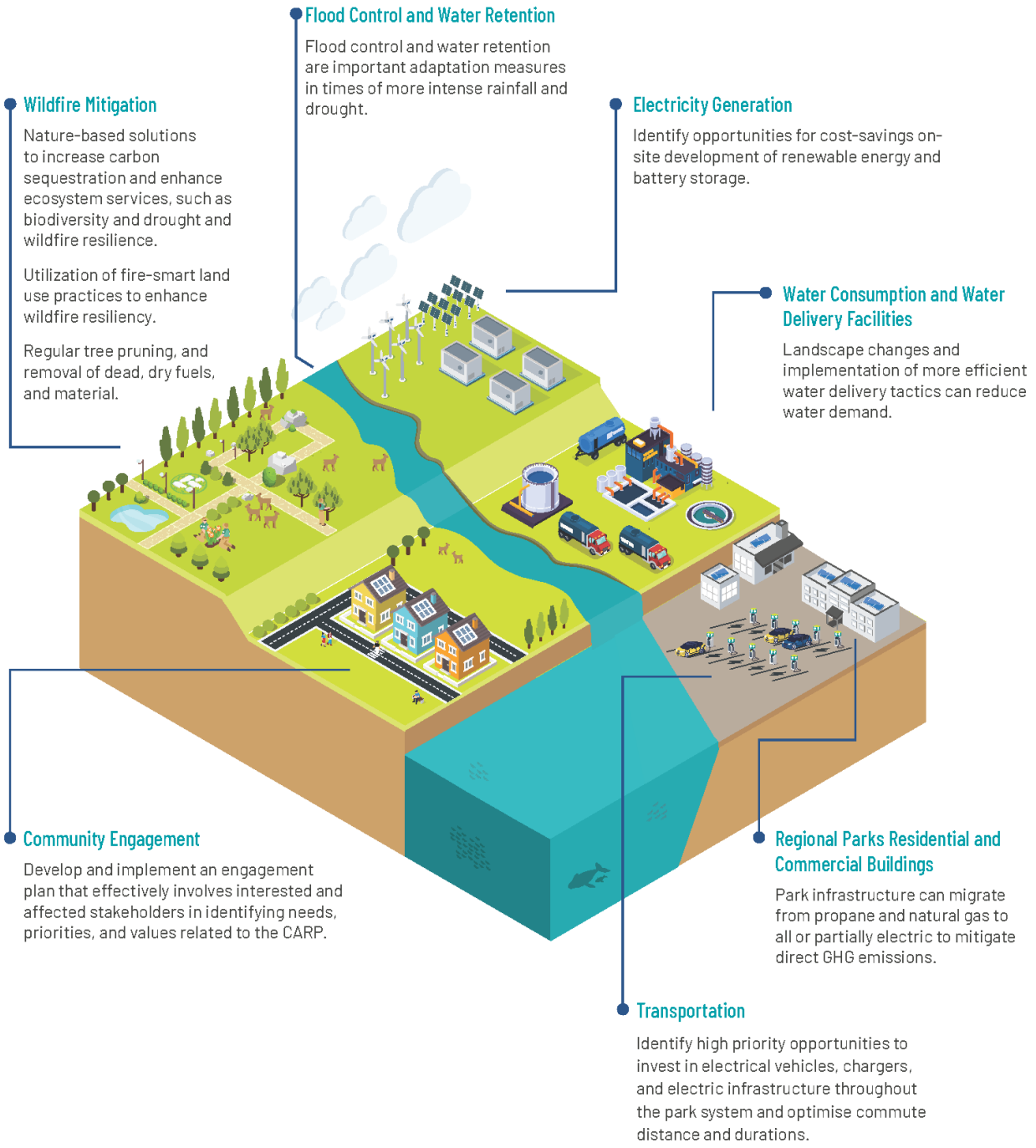
Phone Number: 510-591-1861

Email:
RGardner@rinconconsultants.com

Rincon has more than 440 staff and is large enough to provide the expertise needed to successfully complete the City's CAAP, yet flexible enough to quickly respond to changes in direction or unexpected challenges that may emerge. We have a dedicated climate action team that supports the planning, implementation, and monitoring phases associated with a CAAP.

A Holistic Approach to Climate Change

Climate plans are developed with various titles ranging from Climate action Plans (CAPs), Climate Action and Adaptation Plans (CAAPs), Climate Action and Resilience Plans (CARPs), GHG Reduction Strategies, Sustainability Plans. Rincon has prepared plans under all of these titles. In most cases these plans are very similar and contain measures and actions focused on climate action, adaptation and resilience. This is largely due to Rincon's holistic approach to climate change planning where we strive to stack the benefits of each measure as much as possible to emphasize both GHG mitigation and climate adaptation and a host of associated co-benefits. Our goal is to address both the direct and indirect consequences of climate change, integrate both mitigation and adaptation into policies, and ensure that those policies are flexible enough to adapt to an evolving climate landscape. The graphic below includes a few examples of holistic climate policy.



Traditionally climate planners have developed strategies that are intended to address issues on a sector basis (i.e.. energy, transportation, waste, water, etc.). This methodology calls for an extensive list of very specific measures that doesn't consider the relationship across sectors and across mitigation and adaptation efforts. By employing a systems approach to climate action and adaptation we are able to identify measures and actions that maximize the benefits of climate action and adaptation policies. By focusing on understanding and addressing the complex, interrelated components of climate change impacts, responses, infrastructure and human systems. we encourage the development of policies that not only mitigate climate change but also enhance resilience, promote sustainability, and support equitable outcomes across sectors.

2 Qualifications and Experience

Rincon has a breath of knowledge in climate adaptation and action planning, as well as implementation and monitoring. We have assisted over 70 cities, counties, utilities, special districts, and universities throughout the State with climate action, adaptation, and implementation and have built cutting-edge tools to help jurisdictions track their plan's progress over time. Through our extensive CAAP experience, we have gained an understanding of the variety of goals that drive the development of a CAAP, such as increasing a community's capacity to adapt to climate change, GHG reduction, grant funding and co-benefits such as improved economy, cleaner air, and improved health outcomes. We work with communities to help guide CAAP development to meet their needs and establish measures that are implementable within the local political, regulatory, and social context.

Climate Adaptation and Action Plan Expertise

Rincon offers extensive experience providing climate action and adaptation planning services to California municipalities, and our team brings unique qualifications to assist with managing projects in an efficient, transparent, and ethical manner. Our staff have experience managing, processing, and reviewing various types of projects ranging from planning through implementation and monitoring support. Our clients have come to expect a high degree of involvement with community members and organizations, public agency staff, and decision-makers. As an environmental and climate consulting firm, we offer data-driven and community-driven engagement programs. As we develop measures and actions, we recognize that the synergies between GHG mitigation and climate adaptation provide for a more resilient community. Rincon prepares cutting edge climate vulnerability assessments and develops effective adaptation and resilience policies and plans across local and regional scales. A partial list of such clients with whom we are contracted for climate action and adaptation planning services includes the following.

Greenhouse Gas Inventory/Climate Action and Adaptation Plan Clients

Statewide GHG Inventory/Climate Action Plan Clients

1. City of Albany
2. City of Atascadero
3. City of Brawley
4. City of Berkeley
5. City of Beverly Hills
6. City of Burbank
7. City of Calexico
8. City of Calipatria
9. City of Camarillo
10. City of Campbell
11. City of Carmel
12. City of Chico
13. City of Cupertino
14. City of Dublin
15. City of El Centro
16. **City of Foster City**
17. City of Glendale
18. City of Grover Beach
19. **City of Half Moon Bay**
20. City of Hayward
21. City of Healdsburg
22. City of Heber
23. City of Holtville
24. City of Imperial
25. City of La Cañada Flintridge
26. City of Laguna Beach
27. City of Lake Elsinore
28. City of Livermore
29. City of Montclair
30. City of Morro Bay
31. **City of Pacifica**
32. City of Pasadena
33. City of Paso Robles
34. City of Pismo Beach
35. City of Pleasanton
36. City of Rohnert Park
37. City of Sacramento
38. City of San Luis Obispo
39. City of San Marcos
40. City of Santa Cruz
41. City of South Pasadena
42. City of Sunnyvale
43. City of Thousand Oaks
44. City of Vista
45. City of Walnut
46. City of West Hollywood
47. Calaveras County
48. Coachella Valley Water District
49. Imperial County
50. Inland Empire Utilities Agency
51. King County
52. Las Virgenes Municipal Water District
53. Merced County
54. The Metropolitan Water District of Southern California
55. Ramona Barona Collaborative
56. San Bernardino Valley Municipal Water District
57. **San Mateo County**
58. Santa Barbara County
59. San Benito County
60. Santa Clara County
61. Santa Clarita Valley Water Agency
62. Santa Cruz County
63. Sonoma County
64. Sonoma County Regional Park
65. Port of Hueneme
66. Berkeley College
67. Lake Merritt College
68. Moorpark College
69. Oxnard College
70. Peralta Community College
71. Stanford University
72. Ventura College
73. County of Ventura

Select Project Descriptions

County of San Mateo

Community and Government Climate Action Plan and San Mateo County Climate Collaborative

San Mateo County, California



Rincon provided planning services for the San Mateo County Government Operations Climate Action Plan (GOCAP) and the Community Climate Action Plan (CCAP). Rincon led review of the County initial list of action ideas, recommending specific measures, and further defining each action item with specific targets and/or actions in order to identify potential metrics for each action item to a level that would allow for qualitative analysis.

With this list of actions now complete, Rincon is led a multi-criteria analysis that will evaluate actions against five criteria: GHG reductions, costs, technical difficulty, political difficulty, and generation of co-benefits in order. Using this output, Rincon worked with the County to prioritize a list of measures or suites of measures. Measure suites contain several supportive measures that are required to realize the desired GHG reduction. Once prioritized measures were selected, Rincon conducted a deeper quantification of measure benefits. This analysis leveraged several methodologies to provide GHG reduction, cost, and co-benefit values. For difficult-to-quantify measures (such as those that rely on voluntary actions), Rincon worked with the County to develop quantifiable metrics for implementation tracking, so that GHG reduction progress can be determined over time.

After completion of the CCAP and GOCAP, Rincon was hired as the long-term Climate Collaborative (formerly named RICAPS) support consultants. In this capacity, Rincon provides climate action planning support to every city within San Mateo County as well as supporting monthly workshops and implementation groups. Rincon provides bi-annual GHG emissions inventories, a climate action planning toolkit (including our scenario planning tools) and has applied to multiple grant opportunities for the County and its jurisdictions.

City of Cupertino

Climate Action Plan Update, CAP Update/GHG Threshold CEQA, CEQA GHG Checklist, and CEQA GHG Thresholds and Guidance

Cupertino, California



Rincon led the team that assisted the City of Cupertino in updating its Climate Action Plan (CAP). The updated CAP provides the basis for prioritizing, budgeting, implementing, and monitoring GHG emission reduction strategies as the City strives to reach carbon neutrality by 2045. Rincon peer reviewed the City-prepared GHG inventories and CCVAs, provided adaptation recommendations for integration into the General Plan Safety Element Update, prepared GHG forecasts and gap analysis through 2045, developed a CEQA GHG Checklist and CEQA GHG Thresholds for the City, and prepared CEQA documentation for the CAP Update and GHG Thresholds.

The Rincon Team, in conjunction with Cascadia Consulting Group, also assisted the City with an equitable outreach campaign related to the CAP Update. The engagement effort has involved public workshops, interested party meetings, and public surveys. In order to reach a wide range of interested parties and aspects of the community, including sensitive community areas, the team has also found creative ways of encouraging a wider segment of the population to participate in CAP Update visioning, including via provision of a stipend to encourage attendance and participation in related community engagement meetings.

Based on the GHG forecasts and gap analysis, as well as input from interested parties and the overall community regarding the CAP Update, Rincon assisted the City with development of a suite of GHG reduction measures, GHG reduction quantification and assessment of community co-benefits of such measures, and CAP Update document preparation.

Rincon is also leading development of a CEQA GHG Checklist for future CEQA streamlining related to City CEQA GHG emissions analyses and quantitative City CEQA GHG Thresholds. Furthermore, Rincon led the CAP Update/CEQA GHG Thresholds CEQA assessment (via preparation of a programmatic Initial Study-Negative Declaration). The CEQA environmental analysis focused on the potential physical environmental impacts that could result from implementation of the CAP Update measures and actions. Rincon also assisted the City with drafting California Assembly Bill 52 communication with local Native American Tribes materials for purposes of CAP Update CEQA assessment related to tribal cultural resources.

The City has also requested Rincon's assistance with preparation of a Cupertino-specific CAP implementation tracking and monitoring tool (Rincon's CAPDash tool). These various steps help to pave the way for CAP implementation. The Cupertino CAP Update was adopted and is a qualified GHG reduction plan in compliance with *CEQA Guidelines* 15183.5.

County of Santa Clara

Community Climate Action Roadmap

Santa Clara County, California



Rincon recently kicked off the County of Santa Clara's Community CAP Update with the County's Office of Sustainability. In addition to generating a baseline GHG inventory, the primary objective of the project will be to build an interactive cloud-based relationship map that identifies all the groups (cities, non-profits, and private sector entities) working on climate action planning within Santa Clara County, as well as their goals and core mission. Once the primary goals, measures, and actions for these groups are identified, Rincon will then develop a suite of measures that the County can undertake to facilitate the achievement of these groups and the County's own GHG reduction targets. These reduction measures will include actions pertaining to active transportation, transit, buildings, waste, water, and sequestration.

City of Livermore

Community Climate Action and Adaptation Plan

Livermore, California

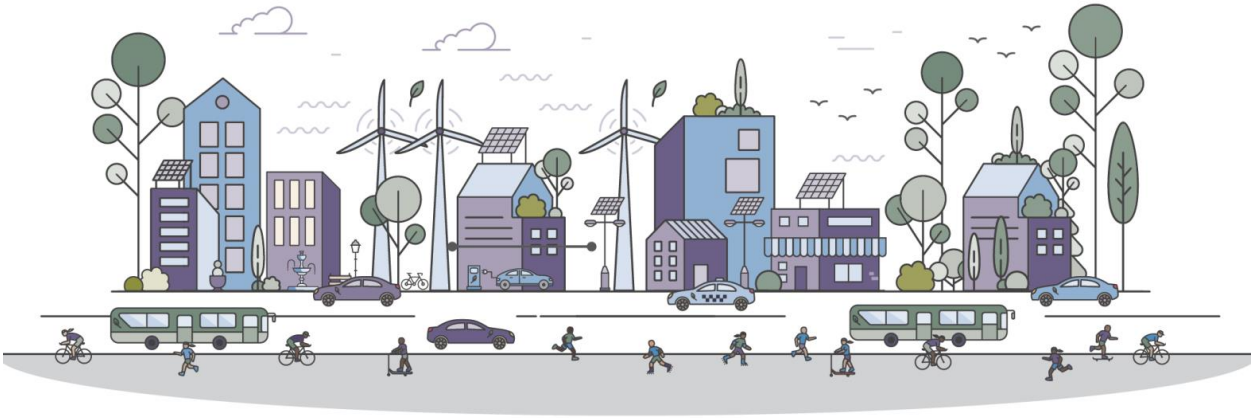


Rincon led the team that assisted the City of Livermore in updating its Climate Action Plan (CAP), Climate Vulnerability Assessment, and Initial Study-Negative Declaration (IS-ND). The updated CAP provides the basis for prioritizing, budgeting, implementing, and monitoring GHG emission reduction strategies as the City strives to reach carbon neutrality by 2045. As part of the project, Rincon conducted a full suite of baseline assessment technical studies including an inventory update, forecast of future emissions to 2045, and a vulnerability assessment.

Based on the results of the technical documents, Rincon worked with City staff, the Climate Action Planning Advisory Committee, and other stakeholders to develop a suite of GHG reduction and adaptation strategies that fit the City's unique blend of technological advancement (Lawrence Livermore and Sandia National Laboratories) and agricultural roots. Measures include electrification ordinances, education and outreach campaigns, electric vehicle infrastructure upgrades, and carbon sequestration opportunities. Rincon is also partnered with HIPInvestor, who will develop a complete funding and financing strategy for the CAP actions, helping to pave the way for implementation after the CAP is adopted.

During the project, the City identified the benefits of new building electrification and expanded the work scope to include the development of a New Building Electrification Ordinance, cost effectiveness study, and community outreach, that Rincon will also be leading. At project wrap up, Rincon also completed a CAPDash cloud-based monitoring tool for the City to tack their implementation progress over time as well as complete GHG inventories quickly and easily. The plan can be found at the cities website:

https://www.livermoreca.gov/departments/community-development/climate-action-plan-draft



Biographies for Key Personnel

For over a decade, Rincon has provided Sustainability and Climate Resilience services with the simple idea that we want our work to result in tangible, positive change in the community. Plans and roadmaps that sit on the shelf serve no purpose. Therefore, we set out to tackle the hurdles to successful climate action and adaptation planning by working with our clients and their communities, opening communication across departments, and not shying away from complex problems. For the development of Belmont's CAAP, Rincon has assembled a team of highly skilled sustainability and climate science and planning professionals who combine extensive technical qualifications and knowledge of climate action and adaptation planning and implementation with years of experience supporting jurisdictions in the region.

Rincon has assembled a team of highly skilled environmental science and planning professionals who combine extensive technical qualifications and knowledge of CAAPs with several years of experience working in the region. Brief resumes for all key team members are included on the following pages.

Management Team

Ryan Gardner | Principal-in-Charge



Ryan Gardner serves as Rincon's Director of Climate Action and Implementation with Rincon's Sustainability Services Group. He is experienced in CAP development, GHG reporting and audits, life cycle analysis, green building strategies, carbon accounting, carbon sequestration, sustainable infrastructure, and the equity impacts of implementing these changes. Ryan has contributed to a variety of successful projects for which equity was the foundational consideration including the City of Berkeley Existing Building Electrification Strategy, which developed a suite of equity guardrails that functioned as a mechanism to center the plans development and incorporate community feedback in a meaningful way. Ryan also implemented Rincon's first mini-grants, which are used to pay the community back for their contributions to the plan, building capacity at local non-profits and offsetting the costs of engagement by providing meals, travel, and childcare. In addition, Ryan is currently working on the City of Cambell CAP as well as the County of Santa Clara's Community CAP. Ryan has worked with local communities and community leaders to develop CAPs, GHG inventories and forecasts, electrification plans, sustainability plans, and other projects for public and private clients across the state.

Olivia Mendoza | Project Manager



Olivia is a Climate Planner at Rincon with a background in transportation and land use. She has contributed to various climate initiatives, including climate action and adaptation plans, EV resiliency projects, transportation demand management updates, and mobility hub projects. Olivia is currently managing several climate projects at Rincon such as the Beverly Hills CAAP, Simi Valley Safety Element Update, and supporting with management on the Association of Monterey Bay Area Governments EV Car Resiliency Framework. Her previous experience at Steer and Irvine and Associates, along with her education in Geology and Environmental Justice, has equipped her to tackle complex climate challenges.

Joanna Thelen | Greenhouse Gas Emissions Technical Lead



Joanna is a Technical Lead within Rincon's Sustainability and Climate Action Group and a Carbon Analyst in the firm's Carbon Accounting Group. She has extensive experience developing and managing Climate Action Plans (CAPs), including CEQA-compliant CAPs, and is skilled in carbon accounting, life cycle analysis (LCA), and constructing GHG mitigation plans. Her experience also includes verifying GHG emissions for California's Mandatory Reporting Regulation (MRR) and Low Carbon Fuel Standard (LCFS) programs, as well as developing and verifying LCA verifications in accordance with ISO standards. With a strong technical background, she strives to ensure that climate action strategies are data-driven, scientifically robust, and aligned with regulatory requirements to support effective emissions reduction planning.

Ella Fletcher | Lead Analyst



Ella is a climate analyst with expertise in GHG accounting, CAP development, and GHG verifications. As a Planner II within Rincon's Climate and Sustainability Practice, she uses her interdisciplinary background to assist municipalities in climate action planning and private clients in reducing their GHG emissions. Ella has worked on GHG inventories (Scope 1, 2 and 3) and reports, assisting in the forecasting of GHG emissions per business-as-usual scenarios and scenarios adjusted for California State climate policies, as well as conducting technical analysis of GHG reduction strategies to set emissions targets. She has developed customized GHG emissions reduction measures and actions and quantified the short- and long-term GHG emissions reduction potential of energy, transportation, waste, water, and carbon sequestration measures. She also has experience in GHG verifications, ensuring client data and calculations are reported according to state-established protocols and preparing verification reports. She serves as a staff verifier for California's Mandatory Greenhouse Gas Reporting Program (MRR) and Low Carbon Fuel Standard (LCFS). Through her experiences, Ella has developed a comprehensive skill set to help clients navigate and meet their climate goals effectively.

3 Cost Proposal

The Rincon Team will complete the core work program described herein for a cost not to exceed $216,399, as shown in the table below. The cost estimate includes all items required to prepare a CAAP. In addition, Rincon has provided several optional tasks which we feel would enhance the overall CAAP program.

Budget

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 1	**Project Management and Check-in Meetings**		**116**	**$28,697**	**$0**	**$28,697**
Task 1.1	**Kick-off Meeting**		**5**	**$1,290**	**$0**	**$1,290**
Director		$318	2	$636		
Planner IV		$218	3	$654		
Task 1.2	**Project Check-in Meetings**		**48**	**$12,064**	**$0**	**$12,064**
Director		$318	16	$5,088		
Planner IV		$218	32	$6,976		
Planner II		$180	0	$0		
Task 1.3	**Project Management**		**63**	**$15,343**	**$0**	**$15,343**
Director		$318	30	$9,540		
Planner IV		$218	20	$4,360		
Planner II		$180	0	$0		
Administrative Assistant/Billing Specialist		$111	13	$1,443		
Task 2	**Document Review**		**21**	**$4,346**	**$0**	**$4,346**
Director		$318	3	$954		
Planner IV		$218	4	$872		
Planner II		$180	14	$2,520		
Rate Escalation Allowance		$0	0	$0		
Task 3	**GHG Inventory**		**0**	**$0**	**$0**	**$0**
Director		$318	0	$0		
Planner IV		$218	0	$0		
Planner II		$180	0	$0		
Task 4	**GHG Forecasts and Targets**		**33**	**$6,444**	**$0**	**$6,444**
Task 4.1	**GHG Forecast**		**33**	**$6,444**	**$0**	**$6,444**
Director		$318	2	$636		
Planner IV		$218	6	$1,308		
Planner II		$180	25	$4,500		
Task 4.2	**GHG Targets**		**0**	**$0**	**$0**	**$0**
Director		$318	0	$0		
Planner IV		$218	0	$0		
Planner II		$180	0	$0		

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 5	**Measure Development**		**296**	**$63,930**	**$0**	**$63,930**
Task 5.1	**Draft Measures and Actions**		**99**	**$21,472**	**$0**	**$21,472**
Director		$318	8	$2,544		
Planner IV		$218	26	$5,668		
Planner II		$180	30	$5,400		
Task 5.1.1	**Interdepartmental Meetings**		**35**	**$7,860**	**$0**	**$7,860**
Director		$318	8	$2,544		
Planner IV		$218	12	$2,616		
Planner II		$180	15	$2,700		
Task 5.2	**Final Measures and Actions**		**91**	**$20,430**	**$0**	**$20,430**
Task 5.2.1	**Final Measures and Actions**		**35**	**$7,422**	**$0**	**$7,422**
Director		$318	4	$1,272		
Planner IV		$218	15	$3,270		
Planner II		$180	16	$2,880		
Task 5.2.2	**Implementation Plan**		**56**	**$13,008**	**$0**	**$13,008**
Director		$318	8	$2,544		
Planner IV		$218	48	$10,464		
Planner II		$180	0	$0		
Task 5.3	**Identify Funding and Financing Opportunities**		**46**	**$9,364**	**$0**	**$9,364**
Director		$318	4	$1,272		
Planner IV		$218	14	$3,052		
Planner II		$180	28	$5,040		
Task 5.4	**Substantial Evidence Technical Appendix**		**60**	**$12,664**	**$0**	**$12,664**
Director		$318	8	$2,544		
Planner IV		$218	20	$4,360		
Planner II		$180	32	$5,760		
Task 6	**Community Engagement**		**180**	**$42,653**	**$1,280**	**$43,933**
Task 6.1	**Community Education and Engagement Plan**		**18**	**$3,744**	**$0**	**$3,744**
Director		$318	2	$636		
Planner IV		$218	6	$1,308		
Planner II		$180	10	$1,800		
Task 6.2	**City Council Meetings**		**52**	**$12,859**	**$480**	**$13,339**
Director		$318	20	$6,360		
Planner IV		$218	20	$4,360		
Planner II		$180	9	$1,620		
GIS/CADD Specialist II		$173	3	$519		
Meals					$210	
Vehicle Day Rate					$270	

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 6.3	**Planning Commission Meetings**		**49**	**$12,340**	**$480**	**$12,820**
Director		$318	20	$6,360		
Planner IV		$218	20	$4,360		
Planner II		$180	9	$1,620		
Meals					$210	
Vehicle Day Rate					$270	
Task 6.4	**Community Workshops**		**44**	**$9,946**	**$320**	**$10,266**
Director		$318	10	$3,180		
Planner IV		$218	17	$3,706		
Planner II		$180	17	$3,060		
Meals					$140	
Vehicle Day Rate					$180	
Task 6.5	**Community Survey**		**17**	**$3,764**	**$0**	**$3,764**
Director		$318	4	$1,272		
Planner IV		$218	4	$872		
Planner II		$180	9	$1,620		
Task 7	**Climate Vulnerability, Adaptation, and Resilience**		**42**	**$10,562**	**$0**	**$10,562**
Director		$318	4	$1,272		
Principal		$318	8	$2,544		
Senior Planner I		$246	16	$3,936		
Planner IV		$218	8	$1,744		
Planner II		$180	4	$720		
GIS/CADD Specialist II		$173	2	$346		
Task 8	**Draft Updated Climate Action and Adaptation Plan**		**179**	**$36,055**	**$0**	**$36,055**
Task 8.1	**Administrative Draft CAAP**		**102**	**$20,512**	**$0**	**$20,512**
Director		$318	10	$3,180		
Planner IV		$218	24	$5,232		
Planner II		$180	48	$8,640		
GIS/CADD Specialist II		$173	20	$3,460		
Task 8.2	**Public Draft CAAP**		**51**	**$10,256**	**$0**	**$10,256**
Director		$318	5	$1,590		
Planner IV		$218	12	$2,616		
Planner II		$180	24	$4,320		
GIS/CADD Specialist II		$173	10	$1,730		
Task 8.3	**Final CAAP**		**26**	**$5,287**	**$0**	**$5,287**
Director		$318	3	$954		
Planner IV		$218	6	$1,308		
Planner II		$180	12	$2,160		
GIS/CADD Specialist II		$173	5	$865		

		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task 9	**Environmental Review**		**100**	**$22,432**	**$0**	**$22,432**
Task 9.1	**CEQA Assessment Document**		**100**	**$22,432**	**$0**	**$22,432**
Director		$318	6	$1,908		
Principal		$318	12	$3,816		
Planner IV		$218	52	$11,336		
Planner II		$180	26	$4,680		
GIS/CADD Specialist II		$173	4	$692		
Project Total			**967**	**$215,119**	**$1,280**	**$216,399**

Optional Tasks		Rate	Hours	Labor Budget	Direct Expenses	Total Budget
Task A	**CEQA Streamlining**		**84**	**$17,384**	**$0**	**$17,384**
Task A.1	**CEQA GHG Checklist**		**38**	**$7,972**	**$0**	**$7,972**
Director		$318	4	$1,272		
Principal		$318	2	$636		
Planner IV		$218	8	$1,744		
Planner II		$180	24	$4,320		
Task A.2	**CEQA GHG Threshold**		**46**	**$9,412**	**$0**	**$9,412**
Director		$318	6	$1,908		
Planner IV		$218	8	$1,744		
Planner II		$180	32	$5,760		

Direct Expenses Summary	Amount
Meals	$560
Vehicle Day Rate	$720
Direct Expenses Subtotal	**$1,280**

Standard Fee Schedule for Environmental Sciences and Planning Services

Professional, Technical and Support Personnel*	January 1, 2025 – December 31, 2025
Senior Principal	$330
Principal	$318
Director	$318
Senior Supervisor II	$302
Supervisor I	$282
Senior Professional II	$264
Senior Professional I	$246
Professional IV	$218
Professional III	$203
Professional II	$180
Professional I	$160
Associate III	$135
Associate II	$121
Associate I	$113
Field Technician	$97
Technical Editor	$152
Project Accountant	$129
Billing Specialist	$111
Publishing Specialist	$124
Clerical	$111

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, data technology experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of $400.

Reimbursable Expenses

Direct Cost	Rates
Photocopies – B/W	$0.25 (single-sided), $0.45 (double-sided)
Photocopies – Color	$1.55 (single-sided), $3.10 (double-sided)
Photocopies – 11” by 17”	$0.55 (B/W), $3.40 (color)
Oversized Maps	$8.50/square foot
Digital Production	$15/CD, $20/flash drive
Light-Duty and Passenger Vehicles*	$90/day
4WD and Off-Road Vehicles*	$150/day

* Current IRS mileage rate for mileage over 50 and for all miles incurred in employee-owned vehicles.

Direct Costs. Other direct costs associated with the execution of a project, that are not included in the hourly rates above, are billed at cost plus 16%. These may include, but are not limited to, laboratory and drilling services, subcontractor services, authorized travel expenses, permit charges and filing fees, mailings and postage, performance bonds, sample handling and shipment, rental equipment, and vehicles other than covered by the above charges.

Annual Escalation. Standard rates subject to 3.5% annual escalation, on January 1.

Payment Terms. All fees will be billed to Client monthly and shall be due and payable upon receipt or as indicated in the contract provisions for the assignment. Invoices are delinquent if not paid within 10 days from receipt or per the contractually required payment terms.

4 Project Approach and Timeline

Task 1 Project Management

The project management team will oversee the execution of all tasks, confirming timely completion, team coordination and collaboration, and adherence to project goals, budgets, and regulatory requirements. The tasks related to project management are detailed below.

Task 1.1 Project Kickoff

As soon as the project contract has been signed, Rincon will work with City staff to organize an initial kickoff meeting with the City's Project Team to discuss project goals and objectives. Rincon's Director, Ryan Gardner, and Project Manager, Olivia Mendoza, will attend the virtual kickoff meeting. The kickoff meeting will provide an opportunity to refine the scope of work and proposed schedule, as well as discuss opportunities for alignment with parallel planning efforts, including the update to the Safety Element, and recently adopted plans. This meeting will also serve to establish the project management procedures, including communication protocols and invoicing requirements. As part of this kickoff, the engagement approach will be discussed along with identification of key interested parties. To help facilitate this conversation, Rincon will prepare a draft Outreach and Engagement Plan, which we will review together. After the meeting, Rincon will incorporate any revisions and provide a final draft after the meeting once finalized.

Assumptions

- Up to 2 Rincon Team members will attend the virtual kickoff meeting

Deliverables

- Attendance at virtual kickoff meeting
- Kickoff meeting agenda
- Kickoff meeting notes
- Draft Outreach and Engagement Plan

Task 1.2 Project Management and Bi-weekly Meetings

In every project Rincon initiates, we endeavor to provide our client with a high-quality product that exceeds expectations, meets identified schedules, and surpasses all applicable professional standards and regulatory requirements. The major components of our management program that result in high-quality outcomes and help us meet project objectives, budget provisions, and scheduling requirements are described below.

Quality Control and Review Procedures

Rincon takes pride in producing quality work and achieving an exceptional level of client satisfaction. To achieve this, Rincon employs standard project management and quality control methods that include: written project assignments, weekly project progress meetings, project control using Microsoft® Excel and Microsoft® Project software, peer review of all technical sections, technical editing of all documents, and director/principal review of all major deliverables. The Project Manager initiates the project initially by holding a briefing meeting with the consultant team whereby the work scope, expectations, costs, and timing (schedule) are determined. The Project Manager is responsible for the overall quality of the work effort and maintaining the schedule. Typically, this is done on a daily basis, but no less than a weekly basis. Once the product has been completed by a team member it undergoes peer review by the Project Manager. After corrections, the Director or Principal-in-Charge reviews the final product for quality control before it is provided to our technical editing team for editorial review, and then our administrative staff for publication. As part of the review, documents are checked against the prior established expectations and requirements of the work scope. Documents are also checked for specific

formatting and other requirements using a formal Quality Assurance/Quality Control (QA/QC) checklist by the administrative staff used to ensure that the final delivered product meets the City's expectations.

Communication and Reporting Procedures

We believe that effective communication and project management is an integral part of a project's success. Rincon's Project Manager will be responsible for coordinating communication with the City's Project Manager. We will work closely with the City for the duration of the project to confirm that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner. We recommend having virtual project meetings bi-weekly to report on project status and email status reports to be provided to the client monthly. To facilitate communication among the Rincon team members, we will hold internal planning and coordination meetings. During these meetings we will discuss work in progress and schedules to confirm the project stays on track.

Cost and Schedule Control

Rincon achieves cost, schedule, and resource control pursuant to a three-step process. First, cost and schedule baselines are established, against which actual cost and schedule performance can subsequently be compared. Second, cost and schedule data are collected and reported on a weekly basis to the project manager. Third, deviations in cost or schedule performance are discussed internally, and if necessary, corrective actions are taken.

Assumptions

- 30-minute biweekly project meetings will be attended by Rincon's Principal and Project Manager.
- The project has a 16-month timeline; therefore, we assume 32 biweekly calls.

Deliverables

- Bi-weekly agendas and notes
- Monthly Progress Reports and Invoices

Task 2 Document Reviews

Immediately upon notice-to-proceed, the Rincon Team will begin reviewing relevant City documents and begin preparation of our Measure Analysis and Success Tracking (MAST) tool, which will summarize and grade the success of, as well as identify hurdles to, the City's existing climate mitigation and adaptation policies and programs. The MAST tool will form the foundation of the CAAP Update. The MAST tool allows the Rincon team to familiarize themselves with the previous and ongoing work within the City related to reducing GHG emissions and increasing resilience to better inform the development of new measures and actions. This exercise also evaluates the City's successes and identifies hurdles such as lack of funding or staffing in implementing past efforts. Additionally, the MAST tool provides an opportunity to consolidate all existing efforts in one place, as well as review the most current state and regional plans for consistency.

Rincon intends to review the following plans and programs/policies, at a minimum.

Belmont Plans

- Pedestrian and Bicycle Master Plan
- 2017 Climate Action Plan
- 2035 General Plan
- Belmont Village Specific Plan
- General Plan Environmental Impact Report
- Twin Pines Park Master Plan
- Belmont Community Center Conceptual Design

- Belmont Strategic Plan
- Transportation Demand Management Program
- Multijurisdictional Hazard Mitigation Plan: Volume 1 – Planning Area-Wide Elements and Volume 2 – Planning Partner Annexes
- Local Reach Codes
- Parks, Recreation, and Open Space Mater Plan/Open Space Management Plan
- Fuel Reduction Treatment Plan
- RICAPS Greenhouse Gas Inventory for Belmont
- General Plan Safety Element (Updated)
- Stormwater Master Plan
- Storm Drain Maser Plan: Harbor Industrial Area
- Belmont Creek Restoration Project

After populating the MAST tool with existing policies and programs, the tool will be provided to the City to identify the status of each policy and program. The MAST tool includes a drop-down menu to select the status of the measures as either completed, underway, or not yet started. Other drop-down menus allow for ranking effectiveness of the policies and programs, including clear metrics, responsible parties, and identified funding. This process allows both the Rincon Team and City to gain insights into hurdles to implementation, be it funding, staff time, or other items, that we can focus on overcoming during the CAAP development process. Rincon proposes to provide this analysis along with a summary presentation of key findings at a biweekly meeting.

Assumptions

- The City will provide relevant data and background documents for review if they are not available online.
- Rincon has budgeted time to address one set of consolidated comments. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule.

Deliverables

- MAST Tool
- Slide deck summarizing results of MAST Tool

Task 3 GHG Emissions Inventory

Rincon completed the GHG emissions inventory for the City of Belmont as part of RICAPS. Therefore, we are familiar with the methodology used and have the results available without additional data needed from the City at this time. The RFP includes analyzing GHG emissions and target setting in the same task. However, we believe that it is imperative to first establish the forecasts and then iteratively establish GHG emissions targets with the City based on future emissions and alignment with the State's goals. Therefore, the target setting subtask has been included under Task 4 and there is no time anticipated to be required by the Rincon Team as part of this task due to our familiarity with RICAPS and the emission inventories prepared.

Assumptions

- Rincon has already completed the City of Belmont GHG Inventory, no additional time is required.

Deliverables

- Final 2023 GHG Inventory provided by RICAPS

Task 4 GHG Forecasts and Targets

This scope of work outlines the methodology and tasks required for emissions forecasting and target setting to establish an understanding of the future greenhouse gas emissions and the opportunities for the City to support the State of California reach its overall goals, while also confirming alignment with regulatory requirements.

Task 4.1 GHG Forecasts

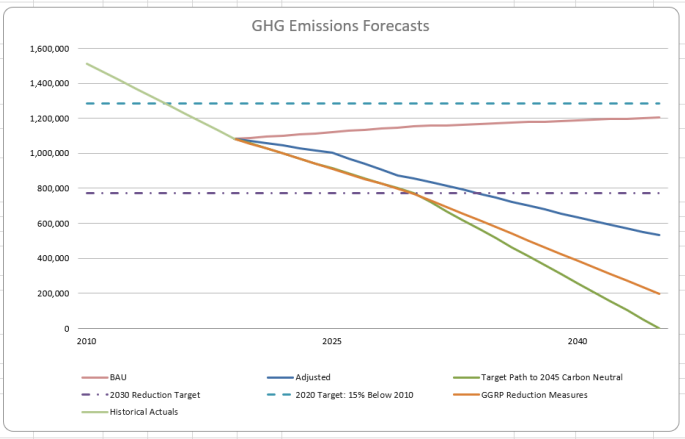
Similar to the RICAPS GHG Inventory, Rincon has developed a GHG Forecast tool which can be leveraged for this project through the RICAPS program. The Rincon Team will utilize this forecasting tool and RICAPS resources to draft both a business-as-usual (BAU) forecast and an adjusted forecast (which includes reductions from State legislation) of expected emissions broken down by the emissions sector for 2030 and 2045. These years are suggestions based on the major milestone years of Senate Bill (SB) 32 and Assembly Bill (AB) 1279. Additionally, as requested in the RFP, Rincon will extrapolate data for 2035 to provide a tracking mechanism during interim years. The BAU forecast will include only population growth and projected land use changes. Rincon will work with the City to identify the best source for population, jobs, and land use change data and could include San Mateo County data, California Department of Finance, and Regional Housing Needs Assessment numbers identified in the 2023-2031 Housing Element.[1]

Following calculation of the BAU forecasts, Rincon will calculate an "adjusted" forecast that will account for expected changes in regulations affecting the federal, State, and local level which include emission factor changes due to increased carbon free electricity in the grid mix, Low Carbon Fuel Standard, Pavley Clean Car Standards, Advanced Clean Cars Program[2], Renewables Portfolio Standard, Senate Bill 100, and Title 24. The Rincon Team will calculate how these regulations will affect the selected future year GHG emissions levels and produce a GHG emission forecast that accurately portrays future emissions growth and the quantity of GHG emissions that the City will be responsible for reducing to meet GHG reduction targets, which will be established as part of Task 4.2.

Finally, as part of the GHG Forecast, Rincon will also provide a Scenario Planning and Reduction Quantification (SPARQ) tool as developed for RICAPS. The SPARQ tool will allow Rincon and the City to quickly iterate on potential levels of implementation for each of the above strategies to find a level of implementation that will allow the County to meet its long-term GHG reduction targets.

Example SPARQ Tool

Reduction Measures	2030 GHG Reductions		2045 GHG Reductions	
Buildings and Energy				
retrofit low-income and affordable housing units in Burbank to all electric, retrofitting 100 affordable housing units by 2030 and all 320 affordable housing units in the City by 2045.	100	90	320	591
Electrify 100% of new construction in the City by 2023.	Yes	5,631		17,603
Leverage BWPs operations to convert 10% of existing buildings to all electric by 2030 and 100% by 2045.	10%	6,847	100%	46,352
Continue to increase building energy efficiency through BWP's rebate and incentive programs to reduce annual customer energy use by a collective X GWh by 2030.	63	17,549	-	-
GHG-free electricty by 2040	60%	-	100%	-
Use Updated Emission Factor for Measure Calculations?	No			
Transportation				
Implement the Complete Streets Plan, increasing active transportation modeshare 2% by 2030 and 3% by 2045.	2%	941	3%	1,566
Provide clean, abundant, affordable and accessible public transit.	No	-		-
Continue Transportation Management Organization (TMO) Expansion, reaching 60% of employers by 2030 and 90% by 2045. With a XX% compliance Target.	30%	7,682	30%	8,759
Increase zero-emission vehicle adoption to 23% by 2030 and 100% by 2045.	23%	38,179	100%	238,989
Parking Pricing	-	689	-	7,334
Water				
Reduce per capita water consumption from current levels of 132 gpcd to 124 gpcd by 2030 (6.1 percent reduction) and to 120.5 gpcd by 2045 (8.7 percent reduction).	6.10%	405	8.7%	-



[1] https://www.belmont.gov/home/showpublisheddocument/23389/638618171043970000

[2] Several pieces of legislation including Advanced Clean Cars and Advanced Clean Fleets were put on hold or modified due to changes at the Federal Level. Rincon will integrate these updates in the GHG emissions forecast.

Task 4.2 GHG Reduction Targets

As a starting point, Rincon will generate SB 32 (40% below 1990 levels by 2030) and AB 1279 (85% below 1990 levels) GHG reduction targets. These targets are considered the minimum reduction targets for a qualified GHG reduction plan. Additionally, Rincon will provide targets for interim years (e.g., 2035) to facilitate tracking and monitoring over time. From these starting points, Rincon will work with the City project team and leverage the SPARQ tool to identify other potential targets as desired by the City.

Assumptions

- Rincon will leverage RICAPS funding and toolkit to develop the GHG forecast, targets and SPARQ tool.
- Budget has been allocated to develop a combined inventory, forecast and targets technical appendix
- Rincon has budgeted time to respond to and address one set of consolidated comments on the Forecast and Targets. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule.

Deliverables

- SPARQ Tool
- Draft and Final Forecast and Targets Tool
- Draft and Final Technical Memorandum (combined Inventory, forecast and target technical appendix)

Task 5 Measure and Action Development

Rincon will utilize the analysis completed as part of Task 2 and the Safety Element to understand what strategies and actions the City has completed so far and then begin to draft updated measures and actions based on the current community emissions, climate risks and vulnerabilities, and best practices. Rincon will leverage the measures library developed for RICAPS as a starting point before refining each measure and action for Belmont.

Task 5.1 Draft Measures and Actions

Once the GHG emission reduction targets have been established and the climate change vulnerability assessment has been completed by the team preparing the Safety Element Update, the Rincon Team will shift to developing specific measures and actions that will allow the City to reach the targets. Rincon believes that climate mitigation and adaptation are interrelated and has developed a systems-based approach to addressing climate change, rather than separating mitigation and adaptation strategies. This approach allows the Project Team to identify actions that transform key community systems to be both carbon free and resilient through a wholistic approach. An example of this approach is illustrated in the figure below.

Example CAAP Systems

We will leverage our existing climate action planning toolkit to conduct this analysis. To support this process, Rincon has developed a suite of tools and assessment strategies to support what we have found to be the most critical portion of the CAAP development process.



Drawing on the collective outputs of the MAST Tool, GHG inventory and forecast, Climate Change Vulnerability Assessment, and feedback from the community, Planning Commission, and City Council, the Rincon Team will identify and recommend measures and actions that will have the greatest positive impact on GHG emissions and climate resilience citywide.

During this phase, the Rincon Team will draw on our experience developing CAAPs for neighboring cities including

Sunnyvale, Cupertino, and Santa Cruz. Through these experiences we have identified the key measures that will allow the City to make substantial progress towards GHG reductions, while also increasing community resilience. Examples include the following:

Building Systems

- Retrofit existing buildings to be carbon-free and resilient to extreme heat and wildfires
- Require decarbonized, safe, and resilient new buildings

Mobility, Land Use, and Emergency Systems

- VMT reduction through convenient public transit and walkable neighborhoods
- Electric vehicles

Urban Ecosystems

- Increase organics diversion
- Increase tree canopy to sequester carbon and protect communities most vulnerable to extreme heat

Social and Governance Systems

- Culturally appropriate (e.g., in multiple languages and forms, such as online, brochure, and radio) evacuation and health alert messaging
- Establish resilience centers to provide refuge from poor air quality and extreme heat days

These strategies have emerged as critical in the achievement of GHG emissions reduction and resilience goals.

Rincon will develop a suite of actions that can be implemented to achieve the required reductions. The development of actions is the most complex portion of the work scope, requiring a careful balance between community feedback, cost-effectiveness, and feasibility. To aid in this process, Rincon has developed effectiveness and equity criteria to guide the process.

Effectiveness Criteria

Rincon has also developed several key criteria that must be addressed in order to have the highest chance of implementation success. The key criteria include the following.

- **Education:** engage and empower residents
- **Structural Change:** set institutional and policy framework to support proposed changes
- **Associated GHG Reductions:** target emissions reductions for long-term sustainability and short-term air quality improvements
- **Equity:** provide inclusive participation in decision-making and equitable distribution of benefits across the community and avoid adverse impacts to climate vulnerable population groups
- **Connectivity:** promote access to community groups and resources that are best positioned to lead implementation actions
- **Economical:** cost-effective efforts that benefit resilience and sustainability

Every measure identified for the City should strive to have an action that aligns with each of the key pillars to maximize the implementation of the CAAP.

During this task, Rincon proposes to conduct up to five (5) department-specific or interdepartmental virtual meetings to discuss the draft measures and actions in depth. These meetings are critical to CAAP implementation and actions will depend on active coordination and collaboration with various City departments, divisions, and partner agencies including, but not limited to, Administrative Services, Community Development, Fire, Police, Parks and Recreation, and Public Works, as well as Mid-Pen Water District, SamTrans, Recology, and Peninsula Clean Energy.

Assumptions

- The City will select measures and actions that can be supported by substantial evidence to achieve their goals.
- The City will schedule the department meetings and send invites to department leads.
- Department virtual calls will be up-to-1 hour, and up-to-two Rincon staff will attend and facilitate these calls.
- Rincon has budgeted for receipt of one set of consolidated City comments on each deliverable. Any additional revisions will be completed on a time-and-materials basis in accordance with our standard fee schedule (Section 4).

Deliverables

- Up to five (5) department specific meetings (Rincon will provide a short slide deck, facilitate meetings, and provide meeting notes.)
- Administrative and Public Draft of Measures and Actions list

Task 5.2 Final Measures and Actions

When the Public Draft measures and actions are ready (following City review of the Administrative Draft Measures and Actions) Rincon will conduct the second round of engagement with each of the various groups detailed in Task 6 (e.g., City Council, Planning Commission, and the community). Information from this round of engagement will be used to finalize measures and actions for the CAAP. The final list of CAAP measures and actions will clearly detail key performance indicators (KPI) to allow the City to transparently evaluate progress over time. Additionally, each of the measures will include information on the responsible party and partner agencies, if applicable, the GHG emission reduction potential, anticipated co-benefits (e.g., clean air, healthier communities, reduced cost/savings, increased biodiversity), and implementation timeline. The RPF also requests that information on the cost of implementation be included for each measure, with an ultimate cost-benefit comparison. Unfortunately, it is hard to estimate and compare the real cost that climate action and adaptation will have on the world, and specifically the City of Belmont and our community because there are so many variables that go into cost estimates including time of installation, location, and long-term maintenance. Despite the complexity of understanding the true cost to both mitigate and adapt, economists and scientists around the world recognize that the cost is already high and will continue to increase the longer we wait to act.[3] We've found that costing at the action level (as opposed to the overall measure framework level) provides a more accurate and precise understanding of the nuanced components that make up the overall cost.

Once estimated, costs must be compared to a benefit in order to provide a usable cost/benefit analysis that can be used to make meaningful decisions. In general, the strategies related to decarbonization include a unit of metric tons of CO_2 reduced per dollar. However, given the information that is currently available, there is not an easy comparison between the costs and benefits of implementation measures related to adaptation. Benefits of adaptation are often calculated through the avoided losses (e.g., damage to infrastructure and avoided deaths). Therefore, despite the challenges associated with estimating cost as well as a monetary benefit, Rincon has established a framework for estimating cost and benefit based on a relatively comparable metric – either dollars saved versus dollars invested or metric tons of CO_2e reduced per dollar spent. This framework will provide a mechanism for the City to prioritize actions based on cost/benefit analysis. Although costs are anticipated to be incurred to reduce and adapt to the greatest impact of climate change, establishing a realistic and actionable plan attracts funding opportunities and investments by demonstrating commitment to community health and protection. The intent of this analysis is to provide the City with additional information on the nuances of identifying specific costs associated with a high-level strategy document.

[3] https://www.eea.europa.eu/publications/assesing-the-costs-and-benefits-of#:~:text=Key%20messages,the%20implementation%20of%20adaptation%20measures.

Assumptions

- Rincon has budgeted for the time it takes to incorporate edits from one round of community feedback on the draft measures and actions.
- Significant changes to measures and actions after they have been drafted and approved by the City based on the allotted reviews could require additional research and quantification. This could impact the schedule and significant revisions at this stage will be completed on a time-and-materials basis in accordance with our standard fee schedule (Section 4).
- Rincon has budgeted 64 hours to prepare a cost/benefit analysis once the measures and actions are finalized.

Deliverables

- Final List of CAAP Measures and Actions

Task 5.3 Identify Funding and Financing Opportunities

Climate action plans exhibit variability in implementation costs depending on the measures identified, their level of specificity, and the accompanying funding and financing strategies. For example, costs may vary from capital-intensive investments like the installation of bike infrastructure to encourage alternative means of transportation to less capital-intensive but more City staff-intensive investments to conduct outreach and educational campaigns. The intent of this analysis is to distill these considerations to provide a clear understanding of the potential costs and the primary variables that drive cost for each GHG reduction measure to help the City prioritize measure implementation. Therefore, Rincon will prepare a memorandum that assigns cost tiers to each GHG reduction measure to guide the City's decision-making on measure implementation. First, internal and external costs are considered. Internal costs are those experienced by the City (i.e. City staff time and capital costs) while external costs are those felt by the community (i.e. residents and businesses). Cost tiers for each measure are assessed separately for both the City and community. Second, the analysis considers upfront and lifecycle costs. Upfront costs include the costs associated with purchasing and installing an item, including any City staff time spent on related activities like procurement, planning, or ordinance development. Lifecycle costs refer to the ongoing expenses or cost savings generated from the operating, maintaining, and disposing of that item, and can also include City staff time spent on enforcement, monitoring, and compliance over the item's lifespan.

The assumptions associated with the four different cost tiers are presented in Table 1.

Cost Tier	Cost and Staff Time	City Cost Assumptions	Community Cost Assumptions
No Cost/ Cost Savings	City Costs: • $0 or cost savings • 0 hours – negligible City staff time needed. Community Costs: • $0 or cost savings	Measures associated with operational changes that do not include upfront costs or lifecycle costs, and/or may result in cost savings.	Measures associated with changes that do not include upfront costs or lifecycle costs, and/or may result in cost savings.
Low Cost	City Costs: • $1 – $50,000 • 0-250 hours – a maximum of 250 hours of existing City staff time. Community Costs: • $1 – $1,000	Measures associated with low upfront costs, and only require staff and/or consultant time to implement.	Measures associated with low upfront costs compared to existing alternatives.
Moderate Cost	City Costs: • $50,000 -- $500,000 • 250+ hours – more than 250 hours of an existing	Measures associated with moderate upfront costs to the City and require moderate capital costs and/or consultant time along with staff time.	Measures associated with moderate upfront costs that are not comparable to existing costs nor are they offset over lifetime.

	City staff person's time Community Costs: • $1,000 – $5,000		
High Cost	City Costs: • $500,000+ Community Costs: • $5,000+	Measures associated with high upfront costs and require substantial investments in infrastructure and technology system upgrades.	Measures associated with high upfront costs that are not comparable to existing cost nor are offset over lifetime.

This analysis will provide a practical framework to assess the relative level of effort needed for each measure. Developing precise cost estimates or funding strategies would require further analysis by economists. Moreover, once implemented, these measures would reduce GHG emissions and deliver important co-benefits, including improved public health and enhanced environmental resilience. This memorandum will identify the strategic upfront investments that will be necessary to realize these outcomes and offers insight into the types and levels of resources required. With this framework, the City can prioritize high-impact measures while aligning with available resources and long-term climate goals.

Following completion of this analysis we will leverage our experience identifying and pursuing climate related grant opportunities to connect implementation actions with available grant programs. Additionally, we will bring forward our research working with the RICAPs program and the BAAQMD to identify the local rebates and funding sources. With this analysis the city will have a clear understanding of the implementation costs, who will bear them and the available options to fund implementation.

Assumptions

- Rincon will identify potential funding sources for the proposed measures and actions.
- Rincon has budgeted for receipt of one set of consolidated comments on each deliverable. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule.

Deliverables

- Draft and Final Funding and Financing Matrix
- Incorporation into the CAAP

Task 5.4 Substantial Evidence Technical Appendix

The CEQA Guidelines Section 15183.5(b) establishes criteria to guide the preparation of a plan for the reduction of GHG emissions. Subsection (D) notes that a CEQA Guideline-consistent GHG reduction plan must include, "measures or a group of measures, including performance standards, that substantial evidence demonstrates, if implemented on a project-by-project basis, would collectively achieve the specified emissions level." Thus, the primary distinction between a qualified CAAP and one that is not considered qualified is the enforceability of the measures and the level of substantial evidence that clearly demonstrates that the GHG reduction claimed in the CAAP is achievable. This Technical Appendix would clearly detail the evidence to demonstrate that the measures and actions included in the Belmont CAP can achieve the City's emission reduction targets for 2030. The GHG reductions from the specific measures would be calculated using published third-party evidence provided through controlled investigations, studies, and articles carried out by qualified experts that establish the effectiveness for measures and actions. The Appendix will clearly display the estimates and work through the underlying calculations that would be provided in this report, which would include the substantial evidence and a transparent approach to achieving the City's GHG emissions reduction target.

Assumptions

- Rincon has budgeted time to respond to and address one set of consolidated comments on the draft measures and substantial evidence technical appendix. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (attached).

- The measures and actions will be finalized before quantification begins in order to streamline the analysis and reduce costs.

Deliverables

- Draft and Final Technical Appendix

Task 6 Community Outreach and Engagement

Community outreach and engagement is critical to the successful preparation of this CAAP and will be integrated throughout the project timeline. We know that an engaged and excited community enhances the planning process and provides opportunities for initiatives to be championed by community leaders. We will strive to equitably reach community members using a variety of methods through the languages, spaces, and practices the community is most comfortable using and by working closely with local community groups, organizations, and our partners. We also emphasize and provide the tools to guide measurable progress toward implementation. Engagement will be clear and visual, allowing complex concepts to be understood by all members of the community, and feedback will be recognized by clearly illustrating how community input shaped the proposed goals and policies.

Task 6.1 Community Education and Engagement Plan

Rincon will work collaboratively with the City project team to develop an Education and Engagement Plan that establishes effective methods to gain informed and meaningful input from a broad and diverse range of groups and populations. The Education and Engagement plan will outline the goals of the engagement, metrics for success, the types of engagement the team will conduct, and the schedule. The engagement strategy will focus on the community at-large, interested parties including property owners, businesses, residents and interest groups, civic decision-makers, tribal members, disenfranchised communities, and disadvantaged communities. The engagement effort will be designed to effectively build collaborative interest, identify common values and goals in the project direction given the diverse group of local interested parties, and to bring new participants into the conversation. We will prioritize engagement that is equitable and action-oriented, builds from a common community vision, and encourages sustained involvement after adoption of the CAAP into implementation.

Assumptions

- The City will provide one consolidated set of comments on the Education and Engagement Plan.

Deliverables

- Draft and Final Education and Engagement Plan with timelines, milestones, and an evaluation matrix

Task 6.2 City Council Meetings

As part of this scope of work, both Rincon's Director and Project Manager will attend and participate in up to three City Council meetings to introduce the project and review the scope, review the Draft CAP, and adopt the Final CAAP. This scope of work assumes that City staff will be responsible for preparing the agenda and staff report. Rincon will provide a draft and final PowerPoint presentation to the City CAAP Team in advance of the meetings and will present the information to the City Council, as well as address questions that come up during a question-and-answer session.

Assumptions

- The City is responsible for preparing noticing materials, including social media posts, email blasts, project website updates, mailers, and newsletters, for the City Council meetings.
- Rincon has budgeted time to respond to and address one set of consolidated comments on the draft presentation. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (Section 4).
- The City will print materials for all in-person events, if necessary.

- Two Rincon staff members will attend and present at up to three City Council Hearings or Planning Commission meetings.

Deliverables

- Draft and final presentations (three in total)
- Two in-person and one virtual meeting attendance

Task 6.3 Planning Commission Meetings

As part of this scope of work, up to two staff members from the Rincon team will attend and participate in up to three Planning Commission meetings to introduce the project and review the scope, review the Draft CAAP, and adopt the Final CAAP. This scope of work assumes that City staff will be responsible for preparing the agenda and staff report. Rincon will provide a draft and final PowerPoint presentation to the City CAAP Team in advance of the meetings and will present the information to the Planning Commission, as well as address questions that come up during a question-and-answer session.

Assumptions

- The City is responsible for preparing noticing materials, including social media posts, email blasts, project website updates, mailers, and newsletters, for the Planning Commission meetings.
- Rincon has budgeted time to respond to and address one set of consolidated comments on the draft presentation. Any additional revisions will be completed on a time and materials basis in accordance with our standard fee schedule (Section 4).
- The City will print materials for all in-person events, if necessary.
- Two Rincon staff members will attend and present at up to three Planning Commission meetings.

Deliverables

- Draft and final presentations (three in total)
- Two in-person and one virtual meeting attendance

Task 6.4 Community Workshops

Continual and engaging outreach is best practice throughout the project development, including at the project initiation to achieve community and interested party support for the Engagement Plan and to define what equity means in the context of the CAAP for the City of Belmont. Therefore, Rincon recommends providing two widely advertised community workshops to create a strong foundation on which to build additional community outreach and engagement. We propose conducting two community workshops, with the following topics:

- **Workshop 1.** Introduction to the CAAP, Results of Inventory, Forecast, Targets, and Climate Vulnerability Analysis, the overall process, as well as discussion around equity guardrails, project goals, and desired outcomes
- **Workshop 2.** Draft adaptation and mitigation measures and actions

This task will include leading the workshops, developing presentations, and creating interactive activities to engage participants. We will also document the process and create a summary memorandum upon completion of the workshops. Workshops will be held in an accessible location in the evenings or on weekends to provide an opportunity for the greatest number of community members to attend. It is anticipated that the City will work with different groups or organizations, such as religious entities or community organizations, to help increase participation at each workshop.

Rincon has also budgeted time to complete additional co-located outreach during the same day as the workshops including pop-ups or open house formats to provide additional outreach touch points on the same day as each workshop. Specifics can be developed with the City during the engagement planning process.

Assumptions

- Workshops will be up to 1.5 hours in length and occur in person.
- Belmont would secure all locations and provide any refreshments as well as record the meetings to be posted on the website and hosted live on a streaming platform.
- Translation and/or in-person interpretation would be provided by the City. Rincon will provide all materials in English.

Deliverables

- Materials and presentations for two Community Workshops, including PowerPoint presentations and exhibits/handouts (in-person)
- Flyers/handouts for each event, as appropriate
- Meeting summary outlining comments received for each meeting

Task 6.5 Community Survey

We have also found community surveys to be a valuable engagement tool and recommend using it as part of this program. Rincon will develop a community survey (using City's survey platform or Rincon's Survey Monkey platform) to capture qualitative input on the values, goals, and issues to shape the CAAP. The survey will be conducted at the first community workshop and will also be posted on the City's website. The survey link would be shared on Belmont's social media pages to increase response and also distributed by the City via existing list servs. Up to ten questions are anticipated to be developed for the survey and following its closing an accompanying summary report will be created with numerical breakdown of responses, charts and graphs, and narrative descriptions of the qualitative results.

As an optional task Rincon has also provided an additional scope of work which leverages the Balancing Act tool. This tool allows community members to prioritize various climate strategies to reach quantifiable goals. The benefit of this tool is it helps the community understand the level of effort needed to reach our climate goals. More information on the tool is provided in Optional Task C.

Assumptions

- One community survey would be prepared and hosted on Survey Monkey or similar platform.
- It is anticipated that the survey will include up to 10 questions.
- Translation would be provided by the City. Rincon will provide all materials in English.
- If a translated survey is provided, Rincon can host it on our Survey Monkey platform.

Deliverables

- Draft and Final Community survey
- Summary report outlining survey result

Task 7 Climate Vulnerability, Adaptation, and Resilience

The Ricon Team understands that the City is currently preparing an Update to the Safety Element. Based on current state requirements, such as Senate Bill (SB) 379,[4] we assume that the updated Safety Element will include a vulnerability assessment which details the anticipated climate impacts in Belmont, including increases in temperatures, more intense and frequent heat waves, more intense and frequent drought, higher frequency of catastrophic floods, and more severe and frequent wildfires. Upon receipt of the Climate Change Vulnerability Assessment, Rincon will review the document and integrate the information into the climate vulnerability, adaptation, and resilience section of the CAAP. Using the safety element as a starting point, Rincon will build on the analysis in Task 5 to co-develop adaptation measures along with mitigation measures in a cohesive strategy.

[4] SB 379 requires cities and counties within California to integrate climate adaptation into their general plans.

Rincon will also leverage the engagement process to gain feedback from the community on vulnerable populations, existing resilience concerns, and proposed solutions. Rincon will also develop a climate focused adaptation and resilience chapter for the CAAP which will form the link between the results of the Safety Element as well as regional strategies including Bay Adapt, Adapting to Rising Tides, Peninsula Resilience Planning Project and others. Rincon envisions a fully integrated climate adaptation and mitigation plan which identifies synergies (such as including heat pumps in new construction which provide both heating and cooling while reducing GHG emissions) and balances tradeoffs (shade trees for cooling but which could increase fire risk in some areas).

Assumptions

- Rincon assumes that the Climate Change Vulnerability Assessment has been complete and anticipates that the draft policies will be available for the Safety Element in Quarter 1 of 2025.
- The CAAP will build off the work completed for the Vulnerability Analysis included in the Safety Element Update and will integrate the policies and programs proposed in the Safety Element.
- If it is determined during the peer review that crucial information appears to be missing, Rincon will work with the City to provide up to three recommended updates that can be shared with the Safety Element Project Team.

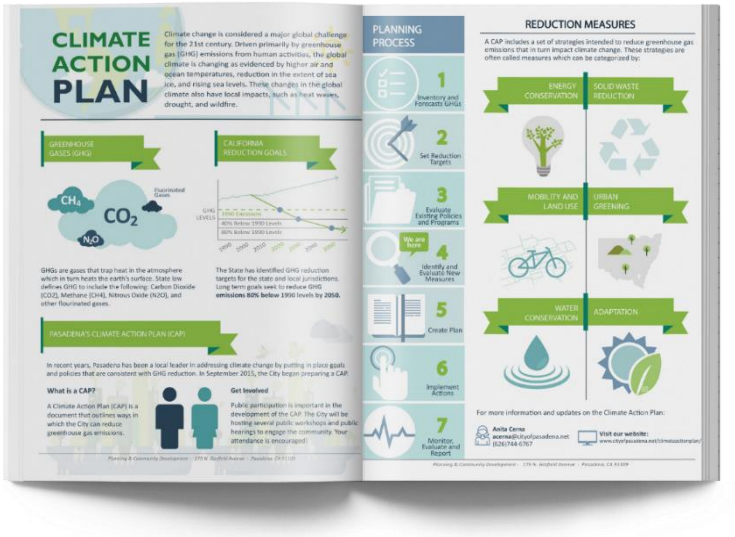
Deliverables

- Integration of the Climate Change Vulnerability Assessment prepared for the Safety Element
- Fully integrated resilience strategies (Task 5)
- Draft and Final Vulnerability, Adaptation, and Resilience CAAP Chapter

Task 8 CAAP Document

As part of the 2035 General Plan, the City prepared a Climate Action Plan (CAP) that was adopted in 2017. The CAP provided a blueprint for the community to respond to the challenges posed by climate change. Since the CAP was adopted nearly a decade ago, the City has worked to move forward in alignment with the Plan. Given the time that has passed, the City is interested in measuring the progress made to meet the State's current goals and then developing a new suite of measures and actions that help the City continue to move forward and make meaningful progress. In the RFP, the City asks that the existing CAP be updated into a cohesive CAAP, integrating additional information on climate adaptation and resilience. The Rincon Team recommends preparing an entirely new CAAP document and referring to the CAAP as a foundational component of the City's climate resilient framework. We have worked with jurisdictions across the State to revamp their original CAPs into informative, easy to interpret, and technically sound CAAPs to meet the evolving needs of our communities as we learn more about how mitigation and adaptation are intrinsically linked. This task includes preparation of an Administrative Draft CAAP, followed by a Public Review CAAP that integrates feedback received from the City, and a Final CAAP that further integrates feedback from the community to create a dynamic and meaningful plan that reflects the voices of the community and addresses inequities inherently intertwined with long-range planning.

Task 8.1 Administrative Draft CAAP



Once a complete list of measures is reviewed and approved and community, department, and City Council feedback has been incorporated, the Rincon Team will begin work on a draft CAAP. Rincon proposes to develop a user friendly and readable CAAP that leverages infographics, photos, and other visuals whenever possible and leaves all technical documentation to the appendix. The CAAP will include both near-term and long-term reduction measures. The CAAP will also set KPIs that will help define a successful implementation of the CAAP strategy, as well as measure progress over time. These KPI's can also be tracked via CAPDash (see Optional task B).

One of the greatest challenges of designing a climate action planning document format is the need to convey complex topics clearly. The document needs to be easily accessible to a wide range of community members, while also containing detailed analysis, data, and specific actions. To solve this problem, Rincon proposes to:

- Create a virtual Executive Summary that will contain interactive elements as well as infographics, photos, and high-level goals and projects associated with the CAAP. The virtual executive summary will take the form of a website and have links to both the main document and the CAPDash monitoring dashboard.
- The main CAAP document will also be visually driven but also include the robust text necessary for a clear, and implementable CAAP.
- The third document is the technical appendix that will include a highly transparent review of the data, methodologies, and assumptions that went into the development of the forecast and measure quantification.

Together, these documents will provide actionable next steps and a long-term strategic framework for the City of Belmont to reach GHG reduction and resilience goals. The CAAP will align with the City's existing policies. The plan will provide a framework that reimagines the current systems—built, natural, and behavioral—as ones that are interconnected and mutually beneficial. The plan will also integrate measures that improve quality of life, build prosperity, and enhance community resilience. Specifically, the CAAP will accomplish the following.

Throughout the CAAP development process, Rincon will work to find synergies between adaptation and mitigation measures. Many actions including electrification, urban greening, and local energy and water use can help reduce GHG emissions and make Belmont more resilient to climate impacts. Within the CAAP, we will work to unite these benefits to provide an integrated plan that maximizes co-benefits.

- Clearly explain the community's climate challenges, and the challenges and opportunities it faces in meeting more ambitious climate adaptation and GHG reduction goals
- Serve as a mechanism to tie together the City's existing and developing sustainability initiatives, strategies, and plans with the community's goals
- Establish a set of cohesive and specific sustainability strategies, implementation plans, and metrics for regional and state strategies and initiatives
- Activate and engage residents, businesses, and institutions with positive actions and tangible benefit
- Be optimized for online viewing on the City's website

Assumptions

- All comments on the Administrative Draft CAAP will be provided to Rincon in one consolidated set from the City and Sustainability Commission.

Deliverables

- Word-based Administrative Draft CAAP, including implementation plan
- Draft Website/Executive Summary

Task 8.2 Public Draft CAAP

After the Administrative Draft has been reviewed by City Staff, Rincon will start addressing comments and preparing the Public Draft CAAP. The Public Draft CAAP will be completed in In-Design to provide a high quality and visually appealing plan. The public review draft will include the final draft of graphs, photos, and info-graphics for public review.

Assumptions

- Rincon will respond to comments of up-to-five substantive public comment letters and emails.

Deliverables

- InDesign Public Draft

Task 8.3 Final CAAP

After the public review period Rincon will address public comments and provide the Final CAAP in a visually appealing report in InDesign and PDF formats.

Assumptions

- No hard copies will be provided.
- Comments will not be substantive or extensive.

Deliverables

- InDesign Final CAAP

Task 9 Environmental Review

Given that the City's General Plan and its associated environmental impact report (EIR) were adopted and certified, respectively, in 2017, we believe the most efficient approach to complying with the California Environmental Quality Act (CEQA) is to prepare an Addendum to the General Plan EIR. Per CEQA Guidelines Section 15164, an addendum may be prepared if some changes or additions are necessary, but none of the conditions have occurred that would trigger a subsequent or supplemental document (CEQA Guidelines Sections 15162 and 15163). This is the most efficient approach because we believe that the General Plan's projected growth would incorporate the anticipated growth and changes related to the Housing Element Update and RHNA numbers. We have prepared a scope of work to achieve CEQA compliance using the most efficient pathway possible. Although Senate Bill (SB) 743 requires an analysis of vehicle miles travelled (VMT) for transportation impacts, if the growth assumed in the EIR is greater than or equal to what the RHNA increase is, impacts would be the same as previously analyzed and no additional analysis would be required at this time. If rezoning or upzoning is needed to satisfy RHNA needs, transportation impacts will be analyzed at that time to comply with CEQA in a separate CEQA process.

Task 9.1 CEQA Assessment Document

The Rincon Team will analyze, update as necessary, and edit existing information to provide an environmental document that adheres to current CEQA requirements. We will prepare an Addendum to the 2035 Belmont General Plan EIR (November 2017), in accordance with CEQA Guidelines Section 15164. Rincon will review information from the certified General Plan EIR and will reference verified information from this document in the Addendum. The Addendum will supplement the General Plan EIR analysis with new or updated analysis as necessary and appropriate, especially for issue areas which are the subject of new regulations or standards since certification of the General Plan EIR. The Addendum will, to the extent possible, rely on existing environmental documentation and technical studies prepared for the project area, including the General Plan Final EIR, and the technical studies completed for that project. This work program outlines the steps that would be needed to adhere to state environmental documentation requirements.

Preparation of the Addendum will include the following tasks.

Project Description

As part of this task, the Rincon Team will gather any additional materials available for the CAAP, including relevant planning documents, any technical analyses prepared by the City, and recent environmental documentation prepared for projects in or near the project area. We will then prepare a detailed project description, including tabular and graphic information, for review by the City. This review is critical since it forms the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the proposed CAAP. Textual, tabular, and graphic presentation will be used as necessary to facilitate a thorough understanding of the proposed project. Tables and graphics will be prepared to illustrate clearly the changes proposed by the CAAP. The project description will include:

- A thorough explanation of proposed changes to the CAAP
- Features that have been incorporated into the plan to minimize potential environmental or land use conflicts, if any
- Supporting graphics

We will provide the City with an electronic version of the draft project description for review. Upon City approval of the draft project description, we will prepare the Administrative Draft Addendum. This task includes all components necessary to complete the environmental impact analysis.

Administrative Draft Addendum

This task includes all the steps necessary to complete an Administrative Draft Addendum for the CAAP. The Addendum would contain all sections required pursuant to CEQA. In accordance with CEQA Guidelines Section 15164, the Addendum will include only the information necessary to make the previous EIR adequately apply to the project in the changed situation. As explained in CEQA Guidelines Section 15151:

> An EIR should be prepared with a sufficient degree of analysis to provide decision-makers with information which enables them to make a decision which intelligently takes account of environmental consequences. An evaluation of the environmental effects of a proposed project need not be exhaustive, but the sufficiency of an EIR is to be reviewed in light of what is reasonably feasible.

To the extent possible, Rincon will incorporate information from existing environmental and planning documents that are applicable to the project area and project. The Rincon Team will submit electronic copies of the Administrative Draft Addendum, along with associated appendices, to the City for review and comment. This task includes one round of review and revisions.

Final Addendum

Upon receiving one consolidated set of City comments on the Administrative Draft Addendum, Rincon will prepare a Final Addendum for certification. There are no public notification or review requirements for an addendum. The City will present the Addendum along with the CAAP for City Council approval at the same time. Once the Addendum is certified, Rincon will file the Notice of Determination with the County and the State

Clearinghouse. Rincon assumes the City will provide access as the submitter through the CEQASubmit System. The Rincon Team assumes the City will have its receipt from filing the California Department of Fish & Wildlife (CDFW) fees at the time the General Plan EIR was certified. Otherwise, additional CDFW fees could be required.

Assumptions

- All comments on the Administrative Project Description and Draft Addendum will be provided to Rincon in one consolidated set from the City.
- No hard copies will be provided.

Deliverables

- Administrative Draft Addendum and Final Addendum

Optional Task A CEQA Streamlining

For the purposes of using the CAAP as a CEQA streamlining tool, it is essential that the document be adopted in a public process following environmental review, per Section 15183.5(b)(1)(F) of the CEQA Guidelines. Following adoption, future projects can prove consistency with the CAAP via a CAAP consistency checklist and a CAAP consistent GHG threshold. As an optional task, we propose to develop a CEQA GHG Checklist are designed to be use by City planning staff and applicants to easily evaluate new projects for consistency with the CAP and the programmatic CEQA document to streamline future CEQA GHG analyses. As a secondary pathway for streamlining CEQA analysis, the Rincon team would develop quantitative CEQA thresholds of significance for GHG emissions along with a guidance document for City staff for purposes of evaluating quantitative CEQA GHG analyses submitted by applicants. The GHG thresholds can be utilized by applicants when they are not able to meet all the requirements in the CAP Consistency Checklist (i.e., CEQA GHG Checklist). Together these two tools present best practice is to help the city prove that new projects are consistent with the CAP and allows applicants to align with the community's incremental GHG reduction goals rather than the state's longer-range goals.

Task A.1 CEQA GHG Checklist

To assist with CEQA tiering for future plans and projects, Rincon can work with the City to prepare a methodology to streamline CEQA GHG emissions analysis for future City projects. In early 2018, Rincon generated a CAP Consistency Checklist for the City of Pasadena, one of the first CAPs in the state to include a SB 32 consistency checklist for development projects. Rincon's proposed CAP CEQA Project Manager has been working with California jurisdictions since 2010 to peer review or prepare their CAP Consistency Checklist (i.e., CEQA GHG Checklists) as well as complete the CEQA GHG Checklists for individual plans and projects. By having a CEQA GHG Checklist for use by City planning staff and applicants, future City plans and projects can tier from the CAP programmatic CEQA document for purposes of streamlining future CEQA GHG analyses and demonstrating consistency with state GHG reduction targets per the 2017 CARB Climate Change Scoping Plan. Without such a checklist for a tool, it can be difficult for future plans and projects to navigate the CEQA process under SB 32.

Task A.2 CEQA GHG Thresholds

To further strengthen the defensibility of future CEQA GHG analyses that will tier from the CAP CEQA assessment document to be prepared under Task 5.1, we recommend the development of a City quantitative CEQA thresholds of significance for GHG emissions along with a guidance document for City staff for purposes of evaluating quantitative CEQA GHG analyses submitted by applicants. Such City quantitative CEQA GHG thresholds will be utilized when applicants are not able to meet all of the requirements in the CAP Consistency Checklist (i.e., CEQA GHG Checklist) to be prepared under Task 5.2.

The GHG efficiency threshold for project- or plan-based CEQA analysis will be based on a methodology that considers emissions against an efficiency-based service population threshold. The threshold assesses the GHG efficiency of a project or plan on a per capita basis or service person basis. This approach will rely on the City GHG reduction goals in the CAP to attain a future horizon year target, compare it with the economic projections and planned land use development in the region up to specific horizon years, and allocate GHG reductions to population, service population, and land uses. This threshold is consistent with the CARB 2017 Climate Change

Scoping Plan, which details the intention to accommodate population and economic growth in California but do so in a way that achieves a lower rate of GHG emissions. In addition, if the City proceeds with development of CEQA GHG thresholds, Rincon will also include CEQA assessment of the thresholds as part of the programmatic IS-ND in order to confirm that appropriate CEQA review of the thresholds occurs as part of a public review process and via one CEQA document in an efficient and cost-effective manner. If selected, this will be included as part of preparation of the CEQA assessment document under Task 9.

Rincon will also prepare a concise guidance document for use by City staff in evaluating submitted CEQA GHG emissions analyses and by applicants in preparing CEQA GHG emissions analyses. The guidance document will detail a defensible approach for evaluating GHG emissions impacts in analyses prepared pursuant to CEQA. The document will also provide substantial evidence of the methodology's consideration of statewide GHG direction provided by California Air Pollution Control Officers Association, CARB, and the Governor's Office of Land Use and Climate Innovation as well as relevant case law.

Schedule

Tasks	Month 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Task 1 Project Management																		
Task 1.1 Project Kickoff																		
Task 1.2 Project Check-in Meetings																		
Task 1.2 Project Management																		
Task 2 Document Review																		
Task 2.1 Document Review																		
Task 3 GHG Inventory																		
Task 3.1 GHG Emissions Inventory	Complete as part of RICAPS - no action required.																	
Task 4 GHG Forecasts and Targets																		
Task 4.1 GHG Forecasts																		
Task 4.2 GHG Targets																		
Task 5 Measure Development																		
Task 5.1 Draft Measure Development																		
Task 5.2 Final Measure Development																		
Task 5.3 Measure Quantification and Substantial Evidence																		
Task 6 Community Engagement																		
Task 6.1 Community Education and Engagement Plan																		
Task 6.2 City Council Meetings																		
Task 6.3 Planning Commission Meetings																		
Task 6.4 Community Workshops (2)																		
Task 6.5 Community Survey																		
Task 7 Climate Vulnerability, Adaptation ,and Resilience																		
Task 7 Climate Vulnerability, Adaptation, and Resilience																		
Task 8 CAAP Document																		
Task 8.1 Administrative Draft CAAP																		
Task 8.2 Public Draft CAAP																		
Task 8.3 Final CAAP																		
Task 9 Environmental Review																		
Task 9.1 Draft and Final CEQA Document																		

Key
Community Review
Work in Progress
City Review
Final Deliverable
Biweekly Meetings
Community Meetings
City Council Meetings
Planning Commission Meetings

5 References

Reference List

We invite you to contact any of the individuals listed below regarding our qualifications, skills, and project management.

County of San Mateo, Regional Climate Actions Planning Suite	
Contact:	Avana Andrade, Senior Sustainability Specialist
Address:	400 County Center Redwood City, California 94063
Phone:	628-212-0105
City of Livermore, Climate Action and Adaptation Plan	
Contact:	Tricia Pontau
Address:	1052 South Livermore Avenue Livermore, California 94550
Phone:	925-960-4039
County of Santa Clara Climate Roadmap	
Contact:	Gilee Corral, Sustainability Manager
Address:	2310 North 1st Street Suite 201 San Jose, California 95131
Phone:	669-649-1758

6 Services Agreement and Conflict of Interest Statements

Rincon requests the suggested change to make it clear that it will not have liability for others negligence or intentional acts but only for its own negligent actions:

> 15. INDEMNIFICATION. Consultant must indemnify, hold harmless, and defend the City (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, and expenses, and including court costs and attorney's fees) resulting or arising from **Consultant's negligent** performance, or failure to perform, under this Agreement. **Consultant shall have no obligation hereunder for the sole negligence or willful misconduct of the City.**

Rincon's performance of the project will not create a conflict of interest.

7 Other Information

Implementation Experience

One of Rincon's key differentiators is our work beyond planning. Our implementation experience spans each of the major sectors within a Climate Action and Adaptation Plan. Developing an actionable and defensible plan will be critical for the City of Belmont to support the requirements of a Qualified GHG reduction Strategy under the CEQA guidelines 15183.5(b). The following experience helps set Rincon apart when developing and actionable plan, because we support cities throughout the planning process, but also into the implementation phase. The lessons learned from working through the implementation of innovative projects will help provide a plan that is actionable and defensible for the City of Belmont.

Building Electrification

Bay Area Air District Zero NOx Thresholds

Rincon led a team of industry experts, including E3 and Willdan to provide technical support to the Bay Area Air Quality Management District (no Bay Area Air District) technical working group. This group was charged with identifying and solving hurdles associated with the upcoming Zero NO_x thresholds which cover water heating and space heating in the Bay Area and come into effect in 2027. In this capacity Rincon developed several whitepapers on installation costs, common technical hurdles, permitting, and labor force. Rincon is leveraged large datasets from TECH, BAYREN, and others to complete this analysis, as well as conducting interviews with contractors and municipalities. The whitepapers become part of the final deliverable to the BAAQMD Board in support of the continued implementation of the thresholds. This experience provides Rincon with an unmatched understanding of the technical requirements to electrify existing buildings. The whitepapers Rincon developed can be found on the Bay Area Air District website.

City of Berkeley Existing Building Electrification Study

Rincon led a team comprised of the City of Berkeley, Rocky Mountain Institute, and the Ecology Center in developing an implementation plan to electrify 100% of Berkeley's existing buildings before 2045. This first of its kind project leveraged the recent ban on natural gas in new construction passed by City Council. As part of the work scope, the team analyzed the technologies and policies required to electrify the existing building stock as well as the equity impacts of such an undertaking. Rincon developed a suite of equity guardrails in coordination with the community to limit the potential impacts of existing building electrification and help direct benefits to under-invested communities throughout the City. By using the tenants of targeted universalism Rincon and the project team were able to develop a plan that enjoyed unanimous support at City Council and with the community. Rincon is currently supporting the City of San Mateo on a similar work scope developing specific strategies for existing building decarbonization, an important strategy for achieving the State GHG reduction goals.

Electric Vehicles

County of San Mateo EV Charging Grants

As part of the RICAPS program Rincon supported the County of San Mateo and several jurisdictions to develop grant applications for EV charging infrastructure throughout the County. The grants included research and interviews with EV infrastructure companies including innovative new companies like Its Electric who provide behind the meter curbside charging solutions. Rincon developed installation schedules, costs, and identified sites in collaboration with each City. The grants were submitted to MTC in February. This experience provides Rincon with unique experience understanding the EV infrastructure installation process and working collaboratively with funding partners like Peninsula Clean Energy.

Carbon Sequestration

City of San Mateo Compost Study

Rincon is currently working with the City of San Mateo to quantify the carbon sequestration benefit of compost application. This challenging problem requires soil sampling or flux tower installation to accurately quantify but holds the potential to develop a regional carbon trading program which could help support agriculture, meet the requirements of SB1383, and help cities reach their long term goal of carbon neutrality by 2045.

County of San Mateo Carbon Sequestration Study

Rincon is currently supporting San Mateo County Parks in identifying the carbon sequestration benefit of county parks as well as identifying new strategies for increasing carbon sequestration rates. This project builds off of a countywide carbon mapping project Rincon completed as part of the counties Community Climate Action Plan. This project, and similar projects Rincon has completed for the County of Santa Clara and Contra Costa, provides a detailed understanding of how carbon sequestration, standing carbon, and other fluxes like fire can interact with a city's CAAP.

Adaptation and Resilience

Rincon has a dedicated Climate Resilience team who has completed not only planning initiatives like CAAPs, safety elements, environmental justice elements, and hazard mitigation plans, but is also working to support adaptation implementation projects including wildfire management. Rincon's team consists of wildfire experts who can contribute directly to the CAAP and provide actionable guidance to improve resiliency. As part of this project Rincon will build on the Safety Element currently being completed by the City to fully integrate GHG mitigation and climate adaptation strategies.

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Bozhena Palatnik, Public Works, (650) 595-7463, bpalatnik@belmont.gov
Agenda Title:	2025 Sewer Rehabilitation Project
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to execute a contract with the lowest responsible and responsive bidder for an amount not to exceed $2,330,000 plus a ten percent construction contingency of $233,000, and approving a task order for construction management services with MNS Engineers, Inc. for an amount not to exceed $314,340 for the 2025 Sewer Rehabilitation Project, City Contract Number 2025-636.

Strategic Focus Area

Infrastructure and Mobility

Background

As part of the on-going Pavement Rehabilitation Program, thirteen streets are scheduled for pavement reconstruction in summer of 2025. All those streets are in poor condition and require a significant amount of rehabilitation work. To avoid cutting into newly paved roads, all existing sanitary and storm sewer pipes, drain inlets, and manholes located under the streets were evaluated, and several sanitary sewer mains are deemed to require replacement or repair prior to pavement project. Additionally, several other sanitary sewer and storm sewer mains in poor condition are identified and included in this project.

Analysis

Schaaf & Wheeler was retained to design this project. Plans and specifications (attachments B and C) have preparation of the plans, and the project is ready to be advertised for construction bids. Construction work will include sanitary sewer trenchless replacement of 4,365 feet of pipes and 1,684 feet of open trench pipe installation, sewer lateral reconnection, manhole replacement, open trench installation of 200 feet of storm drain pipes, and storm drain inlet replacement. The bid opening is planned to take place on April 23, 2025. Construction is expected to start in June and finish in September 2025. The total cost of construction with contingency is estimated to be $2,563,000.

City staff requested proposals from three on-call consultant firms for construction management and inspection support services. MNS Engineering, Inc. (MNS) was selected based on their previous success construction managing underground wet utility projects. The project construction time is estimated at 95 working days. The engineer's construction estimate for this project is $2,330,000. The construction management and engineering support, inspection and quality assurance services cost is $314,340. The MNS proposal is included in Attachment D.

This project is categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Section 15301(c) because the project performs maintenance, repair, or minor alteration of existing facilities.

Alternatives

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

Attachments

A. Resolution
B. 2025 Sewer Rehabilitation Project Plans
C. 2025 Sewer Rehabilitation Project Specifications
D. MNS Proposal for Construction Management and Inspection Services

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The construction cost, including contingency, plus construction management services totals $2,877,340. Funding in the amount of $125,000 will come from the Measure I Storm Project (Account # 399-3-730-6020-9030) funded by the Measure I Fund, and $2,752,340 will come from the Residential Gravity Replacement Improvements Project (Account #399-3-730-7074-9030) funded by the Sewer Collections Fund.

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT (1) APPROVING PLANS AND SPECIFICATIONS, AUTHORIZING ADVERTISEMENT FOR SEALED BIDS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER FOR AN AMOUNT NOT TO EXCEED $2,330,000 PLUS A TEN PERCENT CONTINGENCY, AND (2) AUTHORIZING THE CITY MANAGER TO EXECUTE A TASK ORDER FOR CONSTRUCTION MANAGEMENT SERVICES WITH MNS ENGINEERING INC. FOR AN AMOUNT NOT TO EXCEED $314,340 FOR THE 2025 SEWER REHABILITATION PROJECT, CITY CONTRACT NUMBER 2025-636

WHEREAS, the Department of Public Works and Schaaf & Wheeler have completed preparation of plans and specifications for the 2025 Sewer Rehabilitation Project, CCN 2025-636; and,

WHEREAS, the project is categorically exempt from the California Environmental Quality Act (CEQA) under the CEQA Section 15301(c) because the project performs the maintenance, repair or minor alteration of existing facilities; and,

WHEREAS, the project was budgeted from the Account # 399-3-730-6020-9030/Measure I Storm Project, and Account #399-3-730-7074-9030/Residential Gravity Replacement Improvements Project; and,

WHEREAS, the construction phase of the project is estimated to be $2,563,000 including 10% construction contingency; and,

WHEREAS, MNS Engineering Inc., was selected to provide the City with construction management services for an amount not to exceed $314,340.

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

SECTION 1. Approves plans and specifications, authorizes the advertisement for sealed bids, and authorizes the City Manager to execute a construction contract with the lowest responsible and responsive bidder for an amount not to exceed $2,330,000 plus a ten percent contingency for the 2025 Sewer Rehabilitation Project, City Contract Number 2025-636.

SECTION 2. The City Manager is authorized to execute a Task Order with MNS Engineering, Inc. to provide construction management services for an amount not to exceed $314,340 for the 2025 Sewer Rehabilitation Project, City Contract Number 2025-636.

* * *

ADOPTED March 25, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:
Absent:
Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

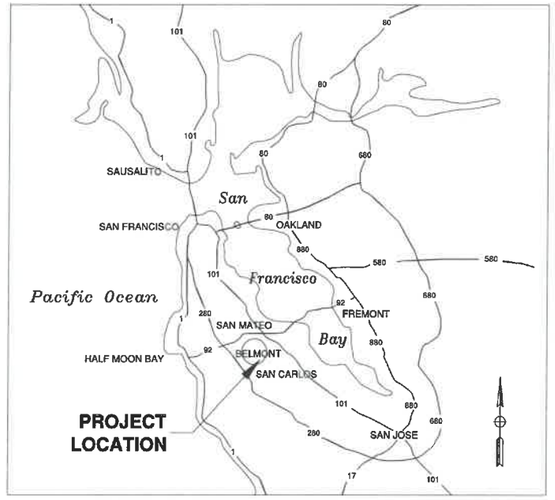
City Attorney

CITY OF BELMONT

SAN MATEO COUNTY, CALIFORNIA

2025 SEWER REHABILITATION PROJECT

CITY CONTRACT NUMBER 2025-636



VICINITY MAP

NO SCALE

DRAWING INDEX		
SHEET #	DRAWING #	TITLE
1	T1	TITLE SHEET
2	T2	NOTES, LEGEND, & ABBREVIATIONS
3	T3	MAP INDEX
4	C1	COMSTOCK CIRCLE
5	C2	CORONET BOULEVARD
6	C3	CORONET BOULEVARD
7	C4	CORONET BOULEVARD
8	C5	CORONET BOULEVARD
9	C6	PULLMAN AVENUE
10	C7	PULLMAN AVENUE
11	C8	PULLMAN AVENUE
12	C9	PULLMAN AVENUE
13	C10	HILLMAN
14	C11	COMSTOCK
15	C12	ARDEN
16	C13	BROADWAY & KING
17	C14	FOREST AVENUE
18	C15	FOREST AVENUE
19	C16	LOWER LOCK AVENUE
20	C17	MONTE CRESTA DRIVE
21	C18	MONTE CRESTA DRIVE
22	C19	MONTE CRESTA DRIVE
23	C20	MONTE CRESTA DRIVE
24	C21	MONTE CRESTA DRIVE
25	C22	MONTE CRESTA DRIVE
26	C23	HASKINS DRIVE
27	D1	DETAILS
28	D2	DETAILS
29	D3	DETAILS

CITY COUNCIL

MAYOR	JULIA MATES
VICE MAYOR	GINA LATIMERLO
COUNCILMEMBER	ROBIN PANG-MAGANARIS
COUNCILMEMBER	DAVINA HURT
COUNCILMEMBER	TOM MCCUNE

STAFF

CITY MANAGER	AFSHIN OSKOUI
DIRECTOR OF PUBLIC WORKS	NISHA PATEL, PE
CITY ATTORNEY	SCOTT RENNIE
CITY CLERK	JOZI PLUT

APPROVED BY CITY COUNCIL ON MARCH 25, 2025

NISHA PATEL, PE - DIRECTOR OF PUBLIC WORKS

USA AGENCY INDEX

CITY OF BELMONT - PUBLIC WORKS	(650) 595-7427
CITY OF BELMONT - POLICE	(650) 595-7400
AT&T	(800) 210-2355
PACIFIC GAS & ELECTRIC	(800) 743-5000
MID PENINSULA WATER DISTRICT	(650) 591-8941
COMCAST	(800) 266-2278
RECOLOGY	(650) 595-3900
SAN MATEO COUNTY TRANSIT DISTRICT	(800) 660-4287

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			
7			

CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER — LARRAM L. PRICE — NO. 74918 — CIVIL — STATE OF CALIFORNIA — 03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
TITLE SHEET

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

T1

SHEET: 1 OF 29

GENERAL NOTES

1. CONTRACTOR SHALL MAINTAIN A COPY OF THE PROJECT PLANS ON THE JOBSITE AT ALL TIMES.
2. ALL WORK SHALL CONFORM TO THE PROJECT PLANS AND THE CITY OF BELMONT STANDARD DETAIL DRAWINGS FOR CONSTRUCTION AND OTHER SPECIFICATIONS REFERENCED THEREIN.
3. CONTRACTOR SHALL CONDUCT WORK IN ACCORDANCE WITH THE GREENBOOK STANDARD SPECIFICATIONS, CALTRANS STANDARD SPECIFICATIONS, AND CITY'S SPECIFICATIONS.
4. NO CHANGE TO THE PROJECT IMPROVEMENT PLANS SHALL BE PERMITTED WITHOUT PRIOR APPROVAL BY THE CITY ENGINEER AND DESIGN ENGINEER.
5. CONTRACTOR AGREES TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY AND ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPT TO THE EXTENT ARISING FROM THE SOLE NEGLIGENCE OF THE CITY OR ENGINEER.
6. CONTRACTOR SHALL SECURE A NO FEE ENCROACHMENT PERMIT FROM THE CITY ENGINEERING DEPARTMENT PRIOR TO COMMENCEMENT OF WORK.
7. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS, PIPE SIZES, MATERIAL, ETC. PRIOR TO CONSTRUCTION.
8. IF FIELD ELEVATIONS AND MEASUREMENTS ARE SIGNIFICANTLY DIFFERENT THAN WHAT IS SHOWN ON THE PLANS, CONTRACTOR SHALL NOTIFY THE CITY PRIOR TO PROCEEDING WITH CONSTRUCTION OF THE IMPROVEMENTS. FIELD ADJUSTMENTS MAY BE NECESSARY TO PROVIDE ADEQUATE PIPE SLOPE, PIPE COVER, AND TO CONSTRUCT THE IMPROVEMENTS.
9. NOT ALL EXISTING UTILITIES ARE SHOWN ON THE DRAWINGS. THE LOCATION OF EXISTING UTILITIES SHOWN IS APPROXIMATE AND BASED ON UTILITY MAPS PROVIDED BY THE CITY, AT&T, COMCAST, AND PG&E. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCURATELY LOCATE ALL EXISTING UTILITIES WITHIN THE PROJECT AREA PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR SHALL POTHOLE ALL EXISTING UTILITIES THAT MAY BE AFFECTED BY NEW FACILITIES IN THIS CONTRACT. REPORT POTENTIAL CONFLICTS TO THE CITY ENGINEER PRIOR TO EXCAVATING FOR NEW FACILITIES.
10. CONTRACTOR SHALL NOTIFY ALL PUBLIC AND PRIVATE UTILITY OWNERS 48 HOURS PRIOR TO COMMENCEMENT OF WORK ADJACENT TO THE UTILITY. CONTACT UNDERGROUND SERVICE ALERT (USA) AT 1-800-227-2600.
11. THE CONTRACTOR SHALL NOTIFY, BY CIRCULAR, ALL BUSINESS ESTABLISHMENTS AND RESIDENCES LOCATED IN AREAS AFFECTED BY THE WORK ONE WEEK PRIOR TO START OF CONSTRUCTION. AT A MINIMUM, ALL RESIDENTS AND BUSINESS ESTABLISHMENTS WITHIN 100 FEET OF THE WORK AREAS SHALL BE NOTIFIED. A DRAFT OF THE CIRCULAR SHALL BE SUBMITTED TO THE CITY FOR REVIEW AND APPROVAL.
12. ALL SURPLUS AND UNSUITABLE MATERIAL SHALL BE REMOVED FROM PUBLIC RIGHT-OF-WAY.
13. CONTRACTOR SHALL PROVIDE ADEQUATE DUST CONTROL AND KEEP MUD AND DEBRIS OFF THE PUBLIC RIGHT-OF-WAY AT ALL TIMES.
14. ALL TRENCHES AND EXCAVATIONS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH THE APPLICABLE SECTIONS OF CALIFORNIA AND FEDERAL O.S.H.A. REQUIREMENTS AND OTHER APPLICABLE SAFETY ORDINANCES. CONTRACTOR SHALL BEAR FULL RESPONSIBILITY FOR TRENCH SHORING DESIGN AND INSTALLATION.
15. OVERNIGHT PARKING OF CONSTRUCTION EQUIPMENT IN THE PUBLIC RIGHT-OF-WAY SHALL NOT BE PERMITTED, EXCEPT AT LOCATION(S) APPROVED BY THE CITY TRAFFIC ENGINEER.
16. CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAG MEN, CONES OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY IN ACCORDANCE WITH THE SPECIFICATIONS.
17. THE CONTRACTOR SHALL OBTAIN A PERMIT/WATER METER AND BACKFLOW FROM MID-PENINSULA WATER DISTRICT (MPWD) FOR CONSTRUCTION WATER OBTAINED FROM THE CITY HYDRANT, CALL (650) 591-8941, A FEE AND DEPOSIT WILL BE REQUIRED.
18. CONTRACTOR SHALL PREPARE AND SUBMIT A TRAFFIC CONTROL PLAN FOR REVIEW AND APPROVAL PRIOR TO THE PRE-CONSTRUCTION MEETING AS SPECIFIED IN SPECIFICATION SECTION 01120-1.10.
19. CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY. ALL EXCAVATIONS SHALL BE PLATED WITH NON-SKID PLATES WHEN INACTIVE. BARRICADES WITH LIGHTS SHALL DELINEATE CONSTRUCTION ZONE.
20. CONTRACTOR SHALL COMPLY WITH BEST MANAGEMENT PRACTICES OF CITY'S NPDES PERMIT FOR PROTECTION OF STORM WATER QUALITY.
21. VIDEOS OF THE PIPES TO BE REHABILITATED ARE ON FILE WITH THE DEPARTMENT OF PUBLIC WORKS. THEY ARE AVAILABLE FOR REVIEW PRIOR TO BID SUBMISSION.
22. CONTRACTOR SHALL VISIT SITES WITHIN THE STREET RIGHT OF WAY PRIOR TO SUBMITTING BID.
23. NO ADDITIONAL COST WILL BE PAID BY THE CITY FOR CONDITIONS THAT ARE REVEALED IN THE PIPELINE VIDEOS, SITE VISIT, AND ANY PHOTOS PROVIDED.
24. RIM AND INVERT ELEVATIONS AND LENGTHS SHOWN ON THE DRAWINGS ARE APPROXIMATE AND BASED ON UTILITY MAPS PROVIDED BY THE CITY, CCTV INSPECTION, AND FIELD MEASUREMENTS. THE CONTRACTOR SHALL VERIFY EXISTING GRADES AND CONSTRUCT (N) PIPES WITH CONTINUOUS SLOPE BETWEEN (E) MH INVERT ELEVATIONS.
25. CONTRACTOR SHALL RESTORE SURFACE TO PRE-CONSTRUCTION CONDITIONS. SITES WHERE WORK IS LOCATED IN EXISTING RESIDENCE'S YARDS ARE DESCRIBED IN THE SITE INFORMATION REPORT PROVIDED IN THE APPENDIX OF THE SPECIFICATIONS.
26. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REPLACE ALL STREET MONUMENTS, LOT CORNER PIPES, AND GRADE STAKES DISTURBED DURING THE PROCESS OF CONSTRUCTION AT THE DIRECTION OF THE CITY.
27. LOCATIONS OF EXISTING UTILITIES ARE APPROXIMATE. LOCATION OF WATER SERVICES ARE NOT SHOWN ON THE DRAWINGS BUT SHALL BE ASSUMED TO EXIST AT EACH PROPERTY. LOCATION OF GAS SERVICE CROSSINGS ARE NOT SHOWN ON THE PROFILES.
28. HDPE PIPE FOR STORM DRAINS SHALL BE CORRUGATED HDPE. HDPE FOR SANITARY SEWERS SHALL BE SMOOTH WALL HDPE. REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION.

GENERAL NOTES (CONTINUED)

29. STATIONING AND DISTANCES IN PROFILES ARE APPROXIMATE BASED ON STRAIGHT HORIZONTAL DISTANCES FROM CENTER OF MANHOLE/LAMPHOLE COVER.
30. LATERAL LOCATIONS ARE APPROXIMATE BASED ON CCTV DATA. THE SIDE OF THE LATERAL OBSERVED IS ALWAYS IN THE DIRECTION OF INCREASING STATIONING.
31. CONTRACTOR SHALL CONFIRM ALL LATERAL LOCATIONS PRIOR TO CONSTRUCTION.
32. CONTRACTOR SHALL PROVIDE RESIDENTS NOTICE OF ANY SEWER SHUT DOWNS IN ACCORDANCE WITH SPECIFICATION SECTION 01120-1.02.
33. SEWERS TO BE REPLACED USING TRENCHED METHODS SHALL HAVE LATERAL CONNECTIONS RECONNECTED PER DETAIL 1/D2. LATERALS THAT ARE CAPPED SHALL BE ABANDONED, REFER TO ADDITIONAL NOTES ON THIS SHEET FOR PIPE LINING AND BURSTING REQUIREMENTS.
34. SEWER SERVICE SHALL BE RESTORED BEFORE THE END OF EACH WORKING DAY. REFER TO SPECIFICATION SECTION 01120-1.09 FOR ADDITIONAL INFORMATION.

WATER SEPARATION

1. LOCATIONS WHERE NEW SEWER MAIN IS TO BE CONSTRUCTED MUST MEET THE FOLLOWING REQUIREMENTS WHERE SEPARATION WITH THE WATER MAIN IS LESS THAN 10 FEET HORIZONTAL AND 2 FEET VERTICAL:
   - 1.1. ALL PIPE SHALL EITHER BE INSTALLED WITH RUBBER RING JOINTS OR FUSED JOINTS IN ACCORDANCE WITH THE SPECIFICATIONS.
   - 1.2. CONTRACTOR SHALL POTHOLE LOCATIONS WHERE THE WATER MAIN CROSSES THE SEWER 5 DAYS PRIOR TO EXCAVATION OR BURSTING ACTIVITIES. CONTRACTOR DOES NOT NEED TO POTHOLE WATER MAINS THAT WERE PREVIOUSLY LOCATED AS INDICATED IN THE POTHOLING DATA TABLE. CONTRACTOR SHALL NOTIFY MPWD PRIOR TO POTHOLING AND FORWARD RESULTS TO MPWD.
   - 1.3. LOCATIONS WHERE HORIZONTAL SEWER AND WATER MAIN SEPARATION DISTANCE IS LESS THAN 5 FEET: BACKFILL USING CDF.
   - 1.4. WHERE WATER MAIN CROSSES SEWER MAIN W/ LESS THAN 5 FEET OF SEPARATION, WATER MAIN SHALL BE EXPOSED DURING PIPE BURSTING.
   - 1.5. DO NOT BURST SEWER WHERE SEWER AND WATER MAINS ARE PARALLEL W/ LESS THAN 5 FEET OF SEPARATION.
   - 1.6. NOTIFY ENGINEER AND MPWD IF WATER MAIN IS BELOW OR LESS THAN 2 FT ABOVE SEWER MAIN, EXCEPT WHERE INDICATED ON DRAWINGS.
   - 1.7. BACKFILL EXPOSED WATER MAIN W/ CDF. WRAP EXPOSED PORTION OF WATER MAIN W/ V-BIO POLYETHYLENE PRIOR TO BACKFILLING W/ CDF.
   - 1.8. WATER MAIN SHUT DOWN REQUIREMENTS:
     - 1.8.1. IS TYPICALLY REQUIRED WHEN EXCAVATION OR BURSTING ACTIVITIES OCCUR WITHIN 5 FEET OF THE WATER MAIN.
     - 1.8.2. CONTRACTOR SHALL CONTACT MPWD AT LEAST 3 WORKING DAYS PRIOR TO BURSTING OR EXCAVATION WITHIN 5 FEET OF WATER MAIN SO THE DISTRICT CAN SHUT DOWN THE WATER MAIN.
     - 1.8.3. CONTRACTOR SHALL LIMIT SHUT DOWNS TO RESIDENCES A MAXIMUM OF TWO TIMES FOR A MAXIMUM 6 HOUR PERIOD. CONTRACTOR SHALL CONTACT MPWD AT LEAST 3 DAYS IN ADVANCE TO SCHEDULE A TEMPORARY WATER SHUT DOWN. TEMPORARY WATER SHUT DOWNS ARE ONLY PERMITTED FROM TUESDAY THOUGH FRIDAY.
2. CONTRACTOR SHALL USE CARE WHEN WORKING AROUND THE WATER SYSTEMS. ANY REPAIRS PERFORMED BY MPWD DUE TO A WATER MAIN OR SERVICE BREAK DUE TO CONTRACTOR ACTIVITIES WILL BE BILLED TO THE CONTRACTOR. CONTRACTOR IS RESPONSIBLE FOR ALL NECESSARY REPAIRS TO PUBLIC AND PRIVATE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO PROPERTY DAMAGE AND LANDSCAPING THAT IS A RESULT OF THE CONTRACTOR'S CONSTRUCTION ACTIVITIES.

PIPE LINING

1. PIPES INDICATED TO BE LINED SHALL BE LINED WITH CURED IN PLACE PIPE PER SPECIFICATION SECTION 02900.
2. REPAIR LATERALS: REPAIR LATERALS AS INDICATED IN THE LATERAL LOCATION TABLES PER 3/D2 & REACTIVATE AFTER LINING PER SPECIFICATION SECTION 02900-3.01.
3. REINSTATE LATERALS: REINSTATE LATERALS AS INDICATED IN THE LATERAL LOCATION TABLES & PER SPECIFICATION SECTION 02900-3.01.
4. ABANDON LATERALS: LATERALS THAT ARE CAPPED OR ARE ABANDONED SHALL NOT BE REINSTATED. CONTRACTOR SHALL CONFIRM LOCATION OF CAPPED & ABANDONED LATERALS DURING CCTV INSPECTION PRIOR TO ABANDONING LATERAL.

PIPE BURSTING

1. PIPES INDICATED TO BE BURST SHALL BE PIPE BURST PER SPECIFICATION SECTION 02345.
2. CONTRACTOR SHALL POTHOLE UTILITIES PRIOR TO BURSTING. CONTRACTOR SHALL NOTIFY ENGINEER IF ANY UTILITIES ARE WITHIN 3 FEET OF THE SEWER MAIN.
3. CONTRACTOR SHALL CONFIRM LOCATION OF LATERALS DURING CCTV INSPECTION AND MARK LOCATION PRIOR TO BURSTING SEWER MAIN. CONTRACTOR SHALL COORDINATE W/ CITY INSPECTOR ANY LOCATIONS WITH SIGNIFICANT ISSUES THAT WOULD PREVENT RESTORING THE SITE TO PRE-CONSTRUCTION CONDITIONS.
4. CONTRACTOR SHALL REPAIR COLLAPSED SEWER, SEWER BREAKS, AND LATERAL TAP BREAK INS THAT MAY INTERFERE W/ INSTALLATION OF THE NEW SEWER MAIN PRIOR TO BURSTING.
5. AS INDICATED IN THE LATERAL LOCATION TABLES, CONTRACTOR SHALL RECONNECT ALL LATERALS PER 2/D2. LATERALS THAT ARE CAPPED OR ABANDONED SHALL NOT BE RECONNECTED. EXCAVATE LATERALS PRIOR TO BURSTING TO LIMIT SEWER SERVICE DISRUPTIONS.
6. CONTRACTOR SHALL NOT BURST WHERE SEWER IS LOCATED WITHIN 5 FT OF A WATER MAIN OR BUILDING FOUNDATION.
7. LOCATIONS IN EASEMENTS HAVE LIMITED SPACE FOR SET UP, LAY DOWN, AND EQUIPMENT IS LIMITED TO HAND HELD EQUIPMENT. SEE LIMITED SITE ACCESS NOTES ON THIS SHEET FOR ADDITIONAL INFORMATION.
8. ALL MANHOLE CONNECTIONS THAT ARE PIPE BURSTED SHALL BE REPAIRED & MODIFIED PER 3/D1.

PIPE SPOT REPAIR NOTES

1. SPOT REPAIR STATIONING IS BASED ON VIDEO LOG DISTANCE FROM ADJACENT MANHOLES. CONTRACTOR SHALL VERIFY LOCATION WITH CCTV PRIOR TO MAKING REPAIR.
2. CONTRACTOR SHALL COMPLETE SPOT REPAIRS BEFORE INSTALLING CIPP LINING, WHERE APPLICABLE.
3. LATERALS ARE NOT SHOWN FOR LOCATIONS THAT ARE PROPOSED TO BE SPOT REPAIRED.
4. COMPLETE SPOT REPAIRS PER DETAIL 4/D2 WHERE SPOT REPAIR IS LOCATED WITHIN 2 FEET OF A LATERAL AND WHERE NOTED ON PLANS, REPLACE LATERAL CONNECTION PER NO ADDITIONAL COMPENSATION WILL BE GRANTED FOR REPLACING LATERAL CONNECTION.
5. SPOT REPAIRS INCLUDE ALL REPAIRS UP TO 5 FEET IN LENGTH. REPAIRS LONGER THAN 5 FEET ARE CLASSIFIED AS OPEN TRENCH REPAIRS.
6. CONTRACTOR SHALL RESTORE SURFACE TO PRE-CONSTRUCTION CONDITIONS AFTER SPOT REPAIR.

OPEN TRENCH REPAIR

1. OPEN TRENCH REPAIR LOCATION IS BASED ON VIDEO LOG DISTANCE FROM ADJACENT MANHOLES CONTRACTOR SHALL VERIFY LOCATION WITH CCTV PRIOR TO MAKING REPAIR.
2. OPEN TRENCH REPAIRS INCLUDE ALL REPAIRS OVER 5 FEET IN LENGTH AND LESS THAN THE LENGTH FROM MANHOLE TO MANHOLE OR MAINLINE CLEANOUT.
3. LATERALS ARE NOT SHOWN ON THE PLANS FOR LOCATIONS THAT ARE PROPOSED TO BE OPEN TRNECH REPAIRED. ALL LATERALS WITHIN 2 FEET OF OPEN TRENCH REPAIRS SHALL BE REPLACED PER DETAIL 4/D2.
4. COONTRACTOR SHALL RESTORE SURFACE TO PRE-CONSTRUCTION CONDITIONS AFTER SPOT REPAIR.

OPEN TRENCH INSTALLATION

1. CONTRACTOR SHALL USA AND MEET WITH THE CITY TO CONFIRM RE-ALIGNMENT OF SANITARY SEWERS PRIOR TO START OF WORK.
2. LATERALS SHALL BE RE-CONNECTED PER 1/D2 OR EXTENDED PER 9/D3. LATERALS THAT ARE CAPPED OR ABANDONED SHALL NOT BE RECONNECTED. CONTRACTOR SHALL CONFIRM LATERALS W/ CCTV INSPECTION.

LIMITED SITE ACCESS

1. SITE ACCESS IS EXTREMELY LIMITED IN LOCATIONS WHERE WORK IS OCCURRING IN BACKYARDS AND OUTSIDE OF THE STREET RIGHT OF WAY. ACCESS IS GENERALLY LIMITED TO FOOT TRAFFIC AND HAND HELD EQUIPMENT AT THESE LOCATIONS. CONTRACTOR SHALL VISIT ALL SITES AND OBSERVE EXISTING CONDITIONS FROM THE STREET RIGHT OF WAY DURING BIDDING TO REVIEW PROJECT LOCATIONS AND ACCESS RESTRICTIONS. APPENDIX A OF THE SPECIFICATIONS CONTAIN PHOTOGRAPHS OF EASEMENT LOCATIONS IDENTIFYING EXISTING SURFACE CONDITIONS AND RESTRICTIONS. CONTRACTOR SHALL CONSIDER ACCESS ISSUES AND LIMITATIONS WHEN BIDDING. NO ADDITIONAL COMPENSATION WILL BE MADE FOR DIFFICULT AND LIMITED SITE ACCESS ISSUES.

POTHOLING

1. THE CONTRACTOR SHALL POTHOLE ALL UTILITIES THAT MAY CONFLICT WITH SEWER ALIGNMENT AS FIRST ORDER OF WORK.
2. SEE TECHNICAL SPECIFICATIONS SECTION 01120-1.05 FOR ADDITIONAL REQUIREMENTS.

MATERIALS

1. ALL DISTURBED PAVEMENT STRIPING AND MARKERS SHALL BE REPLACED BY THE CONTRACTOR. ALL DISTURBED MARKINGS AND STENCILS SHALL BE REPLACED IN FULL. ALL STRIPING, MARKINGS AND STENCILS SHALL BE THERMOPLASTIC. PAVEMENT STRIPING AND MARKINGS SHALL ADHERE TO THE CALTRANS STANDARD SPECIFICATIONS SECTIONS 84 AND 85.

LEGEND

	EXISTING	PROPOSED
STORM DRAIN	SD	SD
SANITARY SEWER	SS SS	SS SS
CCTV LOST VISUAL		SS SS
ABANDON SEWER		SS SS
SEWER LATERAL - ACTIVE		
SEWER LATERAL - EXTENSION		
SEWER LATERAL - CAPPED/ABANDON		
WATER LINE	W	
GAS LINE	G G	
UNDERGROUND ELECTRICAL	UE UE	
UNDERGROUND TELECOMMUNICATION	T T	
OVERHEAD ELECTRICAL/ TELECOMMUNICATION	OHE OHE	
SPOT REPAIR		
SANITARY SEWER MANHOLE OR LAMPHOLE		
STORM DRAIN MANHOLE		
STORM DRAIN INLET		
PROPERTY LINE		
EASEMENT		
SEWER FLOW DIRECTION		
WATER VALVE		
FIRE HYDRANT		

ABBREVIATIONS

AB	AGGREGATE BASE	HB	HOSE BIB	S	SOUTH, SLOPE
ABS	ACRYLONITRILE BUTADIENE STYRENE PIPE	HDPE	HIGH DENSITY POLYETHYLENE	SD	STORM DRAIN
AC	ASPHALTIC CONCRETE	HOR.	HORIZONTAL	SDE	STORM DRAIN EASEMENT
ACP	ASPHALTIC CONCRETE PIPE	I.D.	INSIDE DIAMETER	SDR	STANDARD DIMENSION RATIO
APPROX	APPROXIMATE	INV	INVERT	SIM	SIMILAR
APN	ASSESSORS PARCEL NUMBER	L	LENGTH	SPECS	SPECIFICATIONS
ASPH	ASPHALT	LF	LINEAR FOOT	SS	STAINLESS STEEL, SANITARY SEWER
CB	CATCH BASIN	LH	LAMPHOLE	SSMH	SANITARY SEWER MANHOLE
CCTV	CLOSED CIRCUIT TELEVISION	LT.	LEFT	SSLH	SANITARY SEWER LAMPHOLE
CONC	CONCRETE	MH	MANHOLE	STA	STATION
CDF	CONTROLLED DENSITY FILL	MAX	MAXIMUM	STD	STANDARD
CLR	CLEARANCE	MIN	MINIMUM	TFL	TOP OF FLOW LINE
CMP	CORRUGATED METAL PIPE	MPWD	MID-PENINSULA WATER DISTRICT	TG	TOP GRATE
CVR	COVER	(N)	NEW	TYP	TYPICAL
CI	CAST IRON	N	NORTH	U.N.O.	UNLESS NOTED OTHERWISE
CIP	CAST IRON PIPE	NTS	NOT TO SCALE	UP	UPSTREAM
CIPP	CURED IN PLACE PIPE	OD	OUTSIDE DIAMETER	VCP	VITRIFIED CLAY PIPE
CO	CLEANOUT	(P)	PROPOSED	VER.	VERTICAL
DEG	DEGREE	PCC	PORTLAND CEMENT CONCRETE	W	WEST, WATER
DIA	DIAMETER	PDWF	PEAK DRY WEATHER FLOW	W/	WITH
DIP	DUCTILE IRON PIPE	PH	POTHOLE	X-ING	CROSSING
DE	DRAINAGE EASEMENT	PT	PRESSURE TREATED		
DEPT.	DEPARTMENT	PUE	PUBLIC UTILITY EASEMENT		
DO	DOWN STREAM	PVC	POLYVINYL CHLORIDE PIPE		
E	EAST	PWWF	PEAK WET WEATHER FLOW		
ELEV, EL	ELEVATION	Q	FLOW RATE		
EXIST, (E)	EXISTING	R	RADIUS		
FL	FLOW LINE	RCB	REINFORCED CONCRETE BOX		
FM	FORCE MAIN	RCP	REINFORCED CONCRETE PIPE		
FRP	FIBER REINFORCED PLASTIC	REINF.	REINFORCED, REINFORCING		
FT	FOOT	REL	RELATIVE		
GND	GROUND	REQD	REQUIRED		
GPM	GALLONS PER MINUTE	RT.	RIGHT		

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER — DURAN L. PRICE — NO. 74914 — CIVIL — STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
NOTES, LEGENDS, & ABBREVIATIONS

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

T2



PLAN
SCALE: 1" = 800'

DRAWING INDEX

SHEET #	DRAWING #	TITLE
1	T1	TITLE SHEET
2	T2	NOTES, LEGEND, & ABBREVIATIONS
3	T3	MAP INDEX
4	C1	COMSTOCK CIRCLE
5	C2	CORONET BOULEVARD
6	C3	CORONET BOULEVARD
7	C4	CORONET BOULEVARD
8	C5	CORONET BOULEVARD
9	C6	PULLMAN AVENUE
10	C7	PULLMAN AVENUE
11	C8	PULLMAN AVENUE
12	C9	PULLMAN AVENUE
13	C10	HILLMAN
14	C11	COMSTOCK
15	C12	ARDEN
16	C13	BROADWAY & KING
17	C14	FOREST AVENUE
18	C15	FOREST AVENUE
19	C16	LOWER LOCK AVENUE
20	C17	MONTE CRESTA DRIVE
21	C18	MONTE CRESTA DRIVE
22	C19	MONTE CRESTA DRIVE
23	C20	MONTE CRESTA DRIVE
24	C21	MONTE CRESTA DRIVE
25	C22	MONTE CRESTA DRIVE
26	C23	HASKINS DRIVE
27	D1	DETAILS
28	D2	DETAILS
29	D3	DETAILS

800 0 800 1600
SCALE: 1 INCH = 800 FEET

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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(707)548-4848

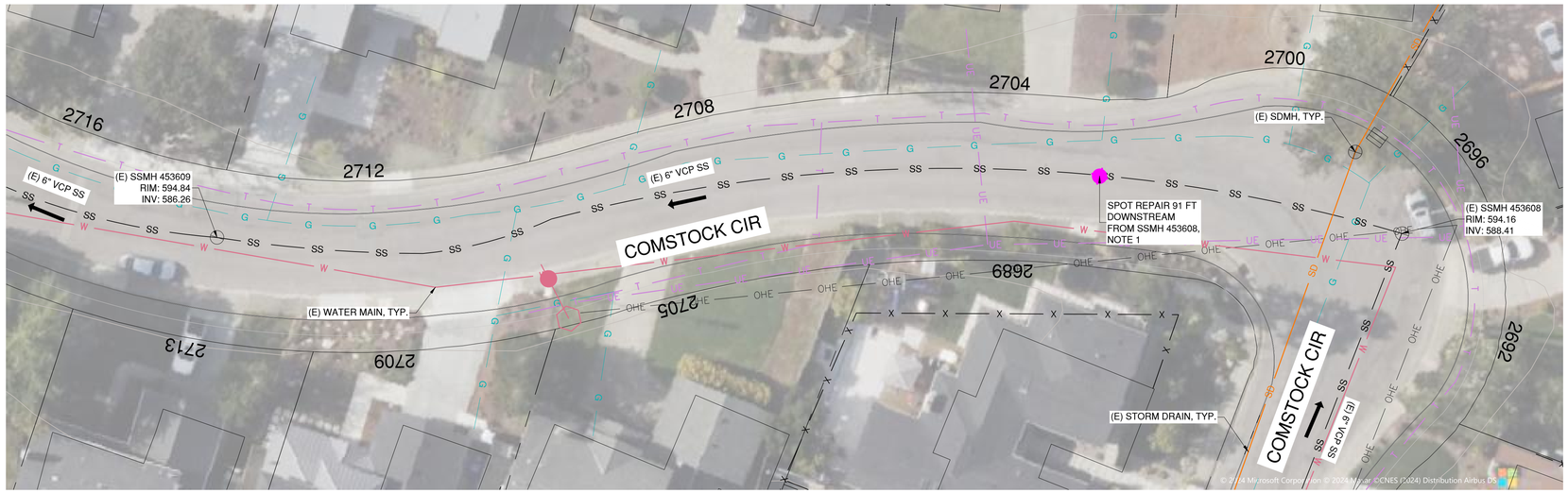
REGISTERED PROFESSIONAL ENGINEER
KIERAN L. PRICE
NO. 74911
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MAP INDEX

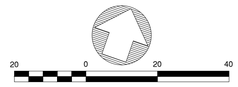
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T3

SHEET: 3 OF 29



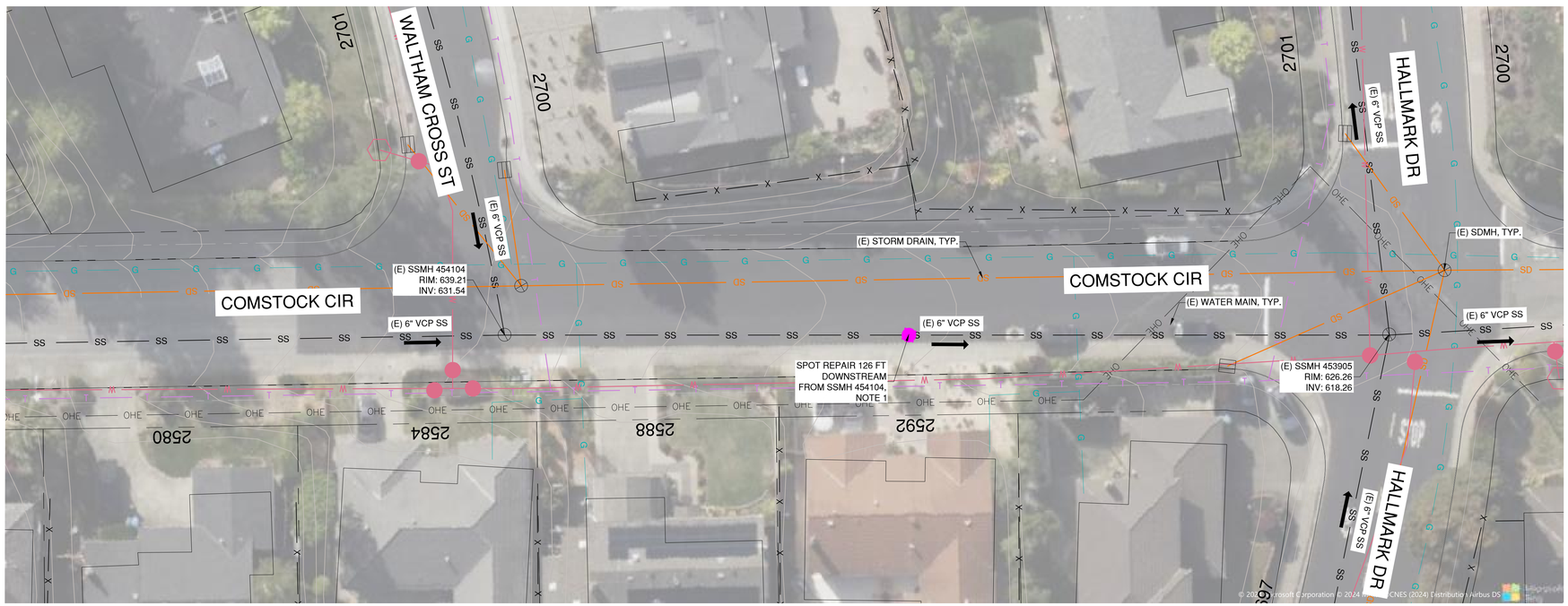
PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

NOTES

1. SPOT REPAIR PIPE PER (4 / D1).



PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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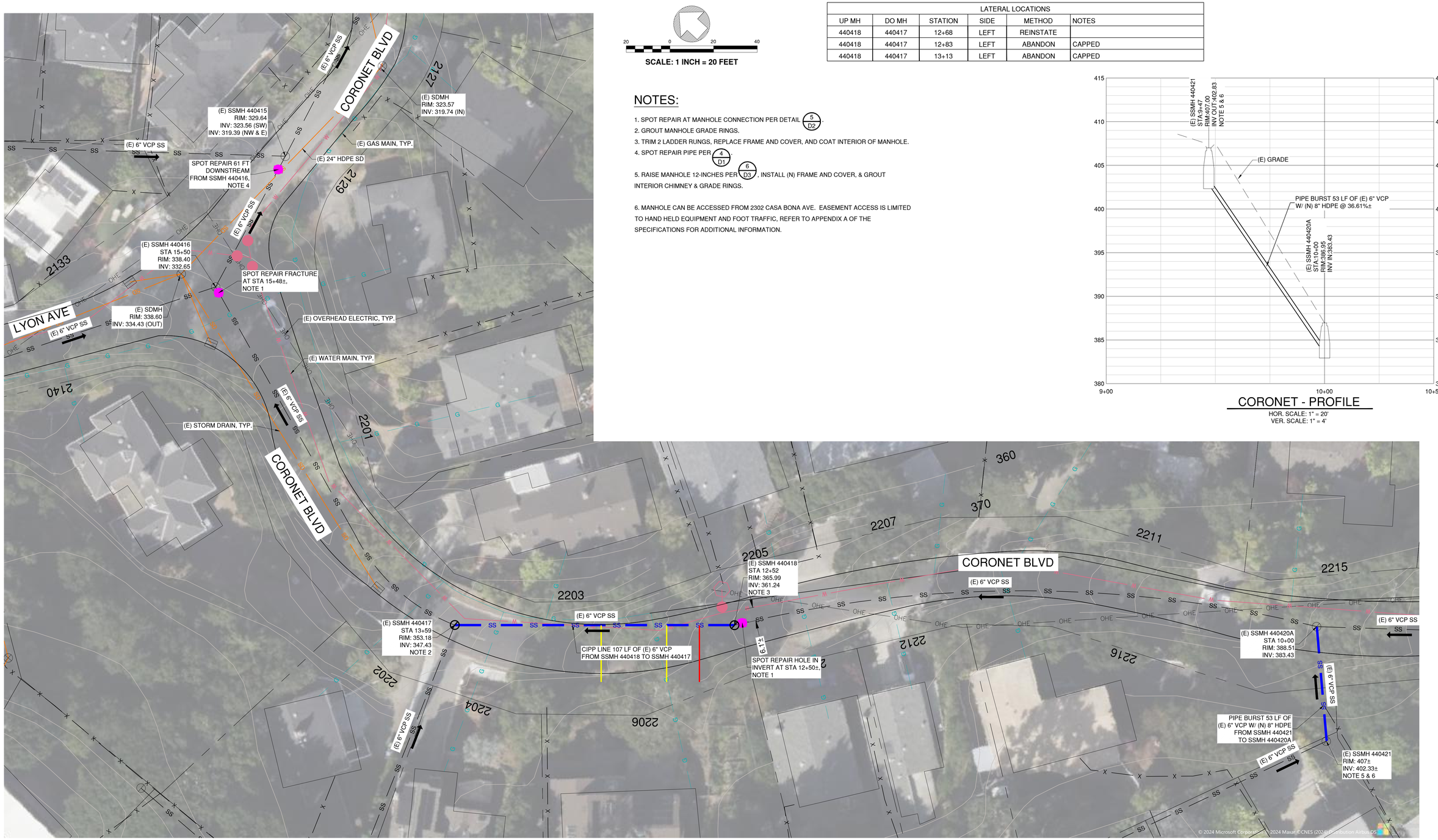
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74918
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
COMSTOCK CIRCLE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C1

SHEET: 4 OF 29



PLAN
SCALE: 1" = 20'

SCALE: 1 INCH = 20 FEET

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
440418	440417	12+68	LEFT	REINSTATE	
440418	440417	12+83	LEFT	ABANDON	CAPPED
440418	440417	13+13	LEFT	ABANDON	CAPPED

NOTES:

1. SPOT REPAIR AT MANHOLE CONNECTION PER DETAIL 5/D2.
2. GROUT MANHOLE GRADE RINGS.
3. TRIM 2 LADDER RUNGS, REPLACE FRAME AND COVER, AND COAT INTERIOR OF MANHOLE.
4. SPOT REPAIR PIPE PER 4/D1.
5. RAISE MANHOLE 12-INCHES PER 6/D3, INSTALL (N) FRAME AND COVER, & GROUT INTERIOR CHIMNEY & GRADE RINGS.
6. MANHOLE CAN BE ACCESSED FROM 2302 CASA BONA AVE. EASEMENT ACCESS IS LIMITED TO HAND HELD EQUIPMENT AND FOOT TRAFFIC, REFER TO APPENDIX A OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

CORONET - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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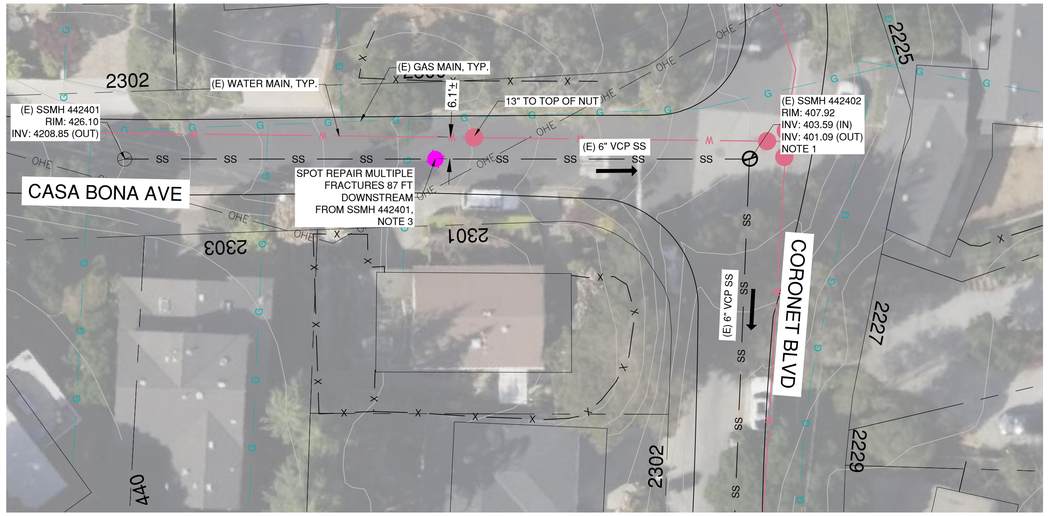
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74918
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
CORONET BOULEVARD

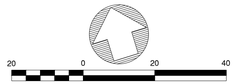
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CHECKED: BLS

C2

SHEET: 5 OF 29



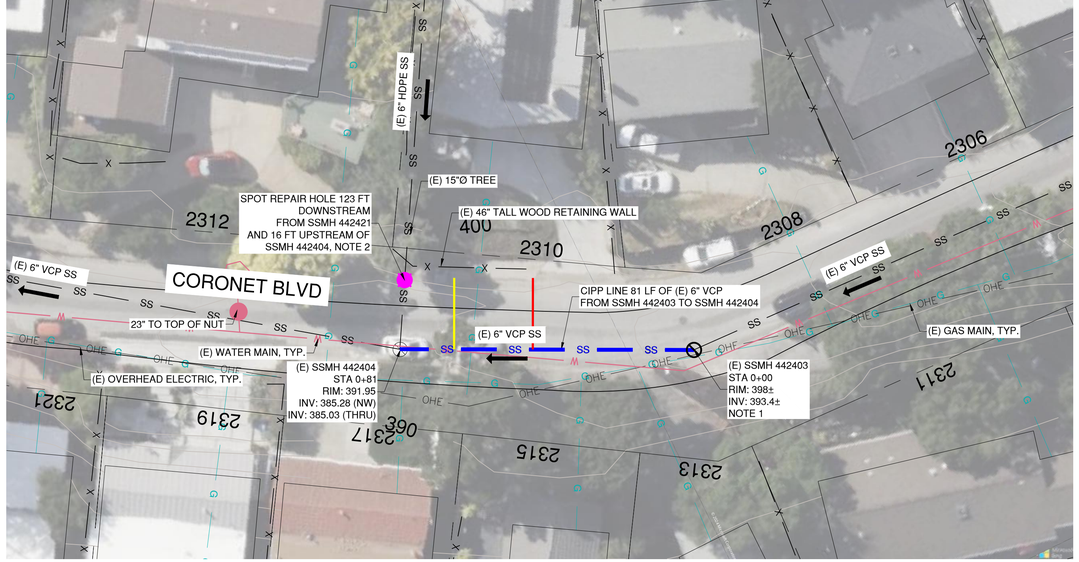
PLAN
SCALE: 1" = 20'



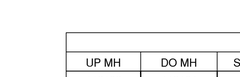
SCALE: 1 INCH = 20 FEET

NOTES

1. REMOVE AND REPLACE MANHOLE FRAME AND COVER PER (6/D2) & (7/D2).
2. SPOT REPAIR IS IN FRONT OF RETAINING WALL IN CONCRETE SIDEWALK, HDPE SPOT REPAIR SHALL BE DONE PER (3/D3)
3. SPOT REPAIR PIPE PER (4/D1).



PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442403	442404	0+45	RIGHT	REINSTATE	
442403	442404	0+67	RIGHT	ABANDON	CAPPED

NO	REVISIONS	DATE	APPR
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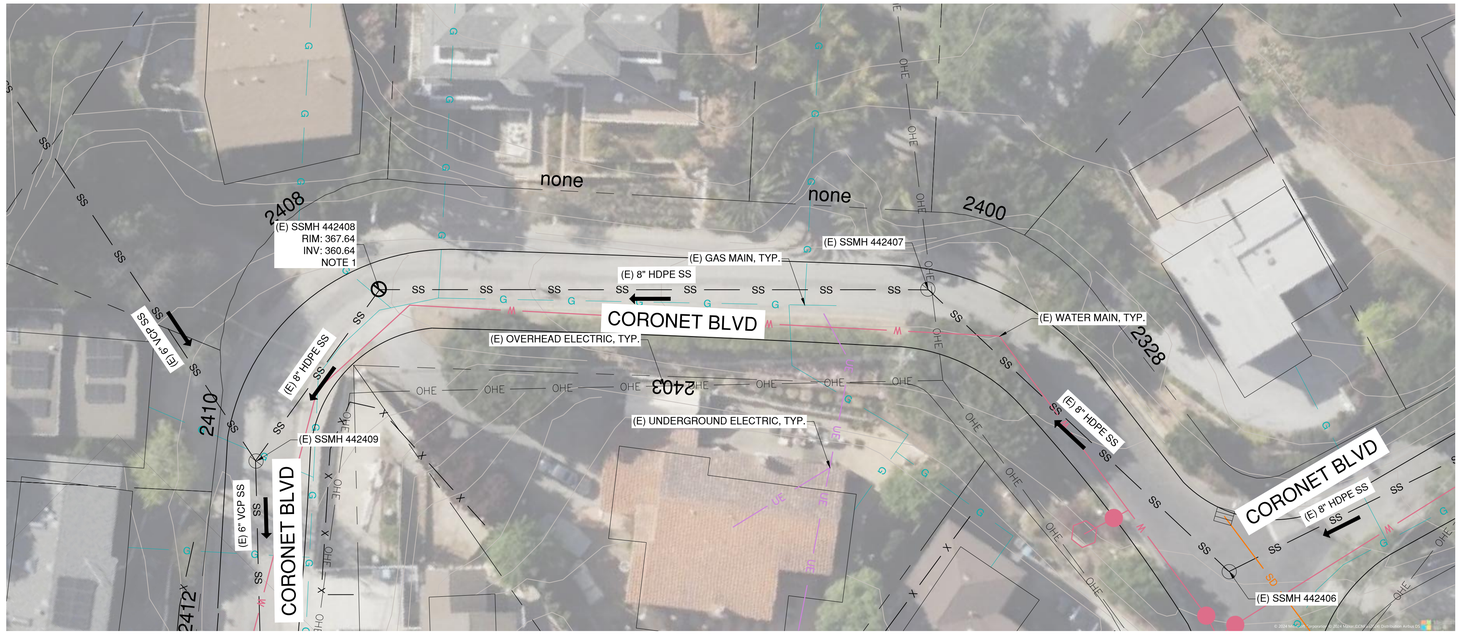
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
CORONET BOULEVARD

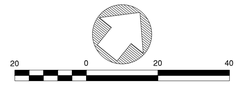
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C3

SHEET: 6 OF 29



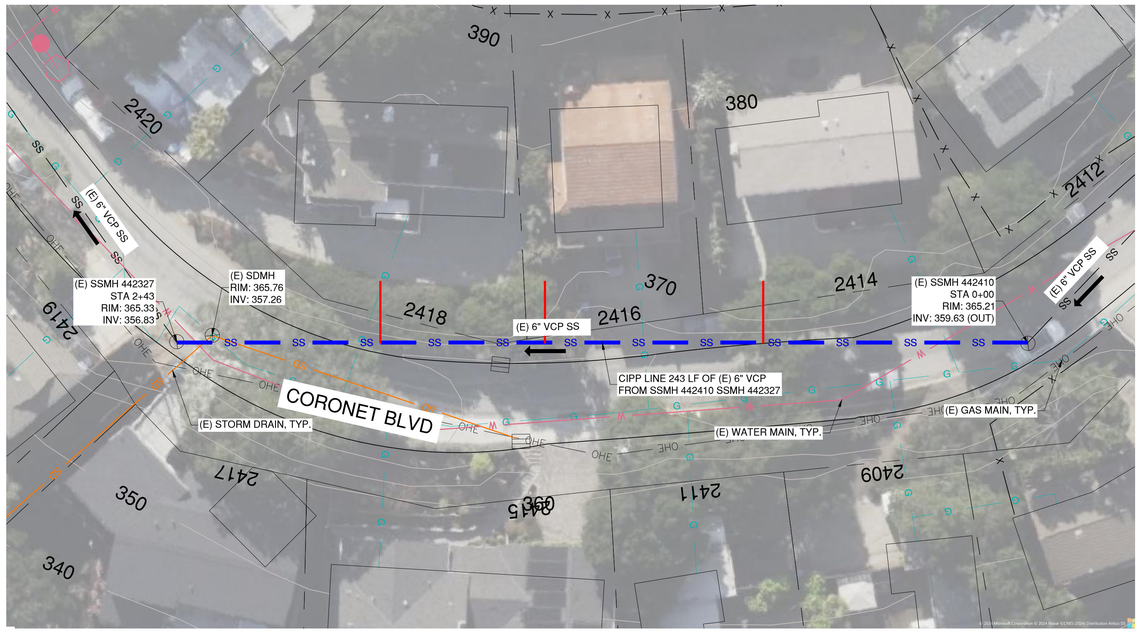
PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

NOTES:

1. REMOVE AND REPLACE MANHOLE FRAME AND COVER PER (6/D2) & (7/D2).



PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442410	442327	0+74	RIGHT	REINSTATE	
442410	442327	1+35	RIGHT	REINSTATE	
442410	442327	1+83	RIGHT	REINSTATE	

NO	REVISIONS	DATE	APPR
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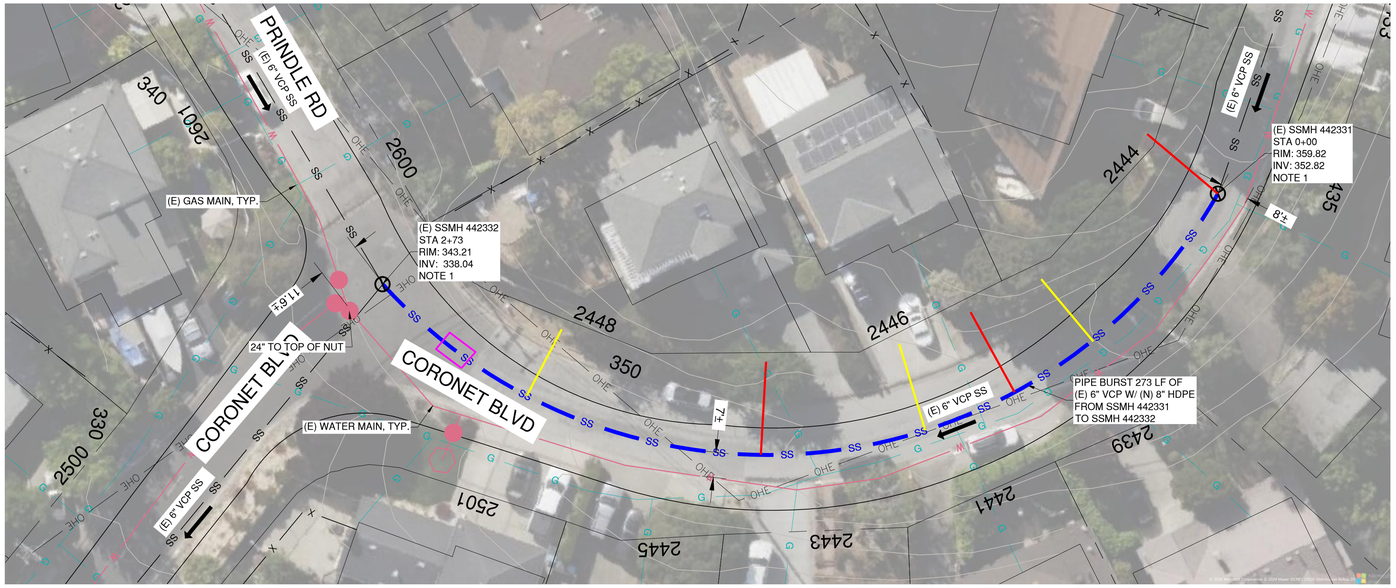
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
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CIVIL
STATE OF CALIFORNIA
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DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
CORONET BOULEVARD

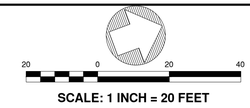
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C4

SHEET: 7 OF 29



PLAN
SCALE: 1" = 20'

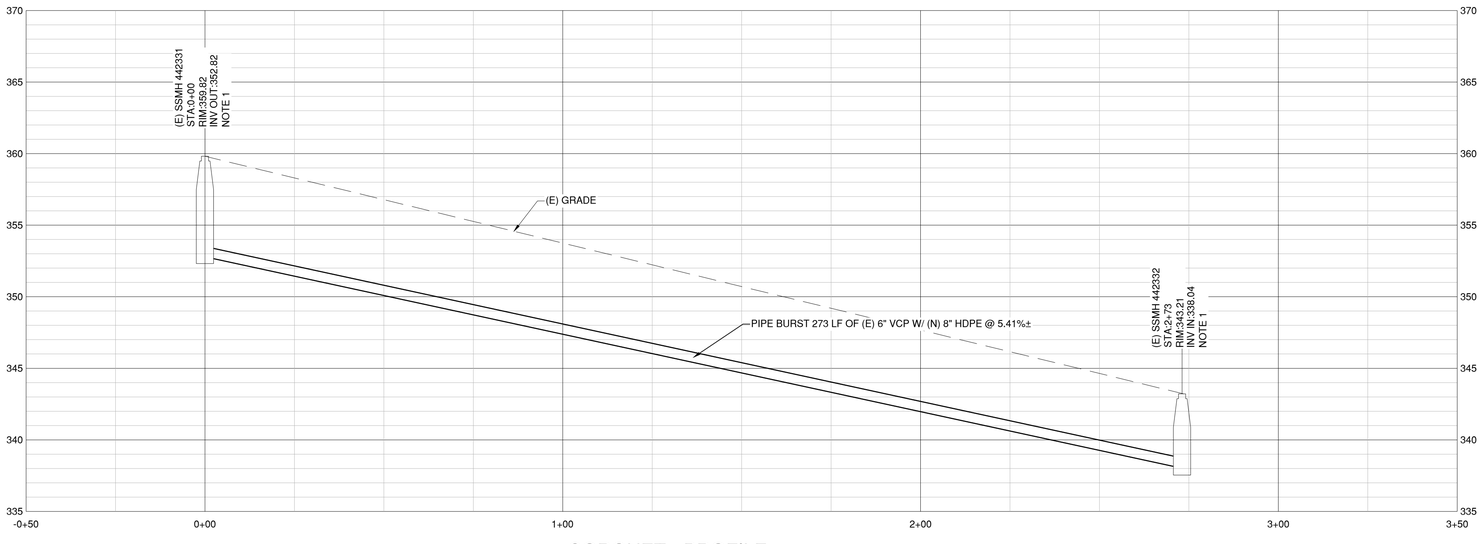


SCALE: 1 INCH = 20 FEET

NOTES:

1. MODIFY MANHOLE PER (3/D1)

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442331	442332	0+54	RIGHT	ABANDON	CAPPED
442331	442332	0+80	RIGHT	RECONNECT	
442331	442332	1+07	RIGHT	ABANDON	CAPPED
442331	442332	1+53	RIGHT	RECONNECT	
442331	442332	2+19	RIGHT	ABANDON	CAPPED
442331	442332	2+38	-	-	SURVEY ABANDONED FROM 2+38+/- TO STA 2+47+/- DUE TO CIPP REPAIR



CORONET - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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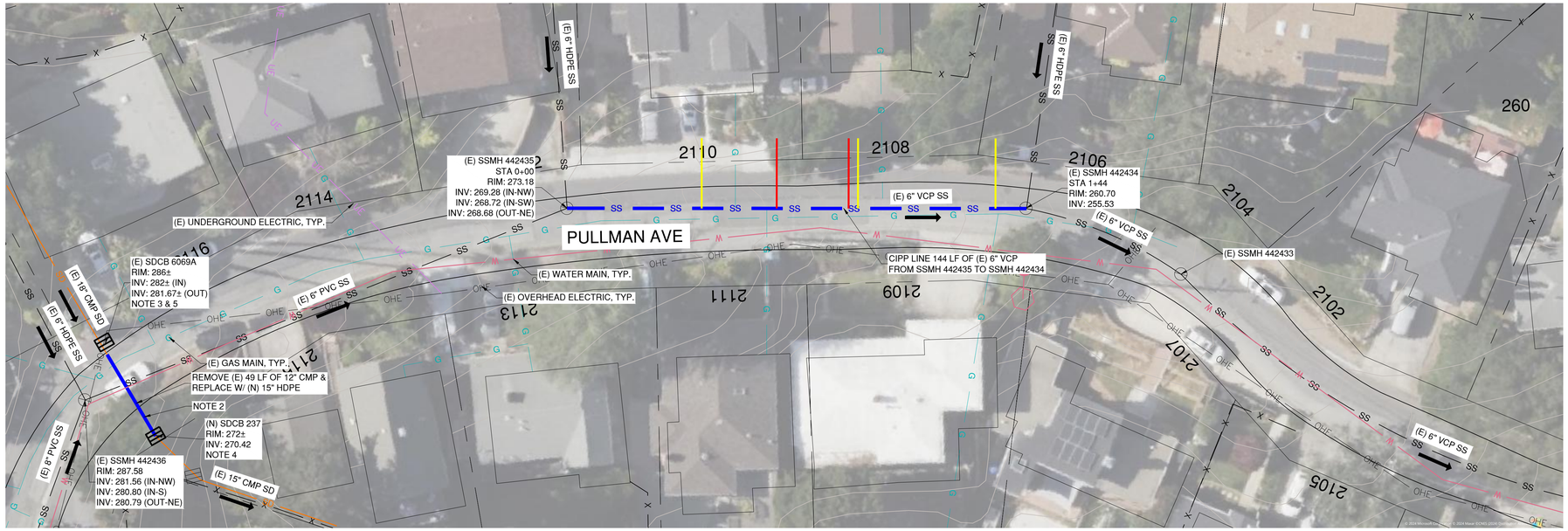
REGISTERED PROFESSIONAL ENGINEER
CLAURAN L. PRICE
NO. 74918
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
CORONET BOULEVARD

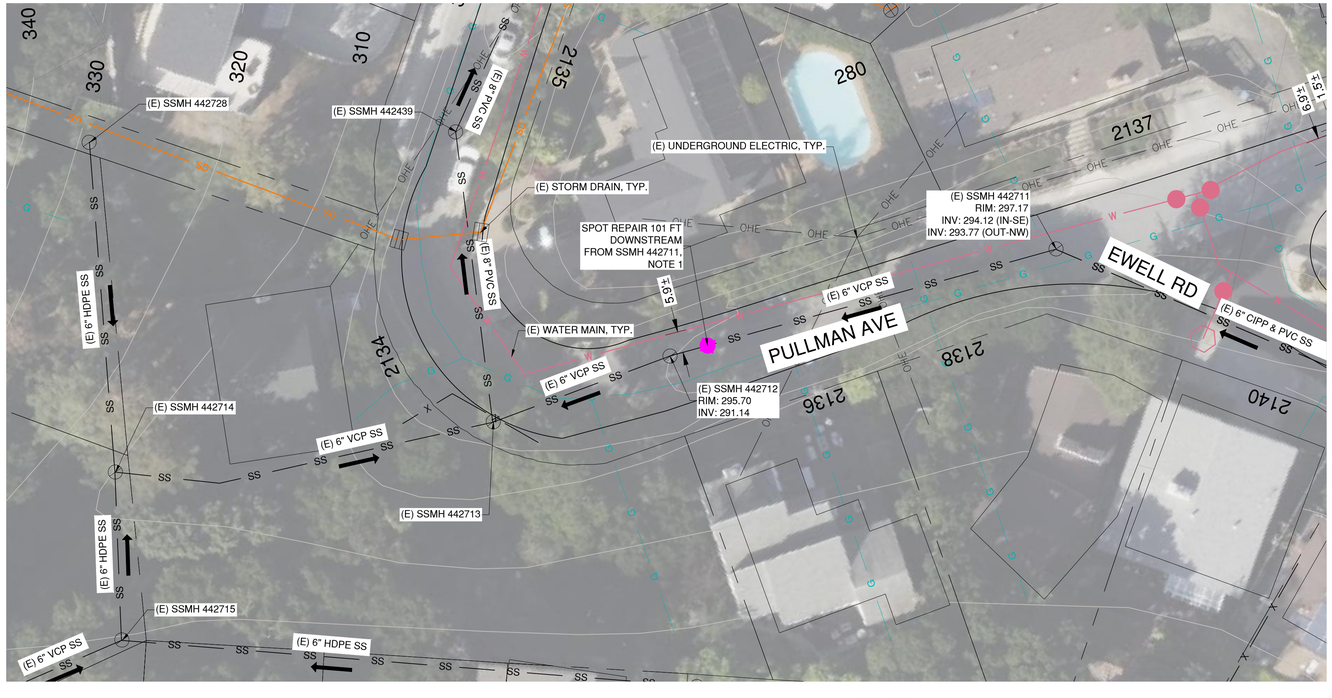
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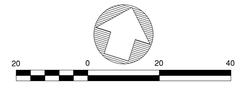
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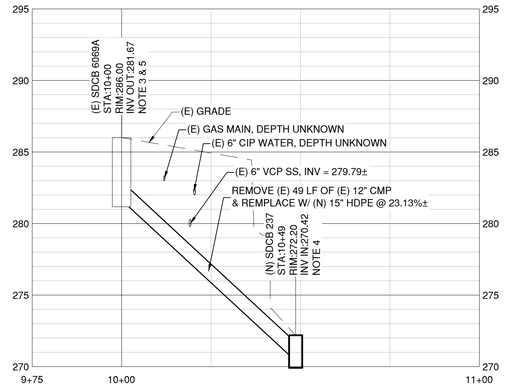
PLAN
SCALE: 1" = 20'



PLAN
SCALE: 1" = 20'

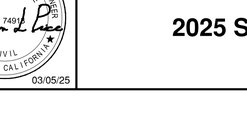


SCALE: 1 INCH = 20 FEET



PULLMAN - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'



SCALE: 1 INCH = 20 FEET

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442435	442434	0+43	LEFT	ABANDON	CAPPED
442435	442434	0+67	LEFT	REINSTATE	
442435	442434	0+90	LEFT	REINSTATE	
442435	442434	0+93	LEFT	ABANDON	CAPPED
442435	442434	1+37	LEFT	ABANDON	CAPPED

NOTES

1. SPOT REPAIR PIPE PER (4/D1)
2. REMOVE AND REPLACE (E) WOOD RETAINING WALL AS NECESARY FOR CONSTRUCTION. SEE SITE INFORMATION REPORT FOR ADDITIONAL INFORMATION.
3. (E) CATCH BASIN HAS 49"X54" METAL PLATE COVER. REMOVE (E) CATCH BASIN TOP AND PLATE AND INSTALL (N) TOP W/ BICYCLE SAFE GALVANIZED METAL GRATE AND FRAME H20 TRAFFIC RATED SIMILAR TO (7/D3) BUT W/ CUSTOM SIZE TO MATCH (E) CATCH BASINS DIMENSIONS.
4. REMOVE (E) 18"X18" INLET AND REPLACE W/ (N) 3'X3' INLET PER (7/D3).
5. CONNECT (N) PIPE TO (E) CATCH BASIN AND FILL VOIDS AROUND CONNECTION W/ NON-SHRINK GROUT.

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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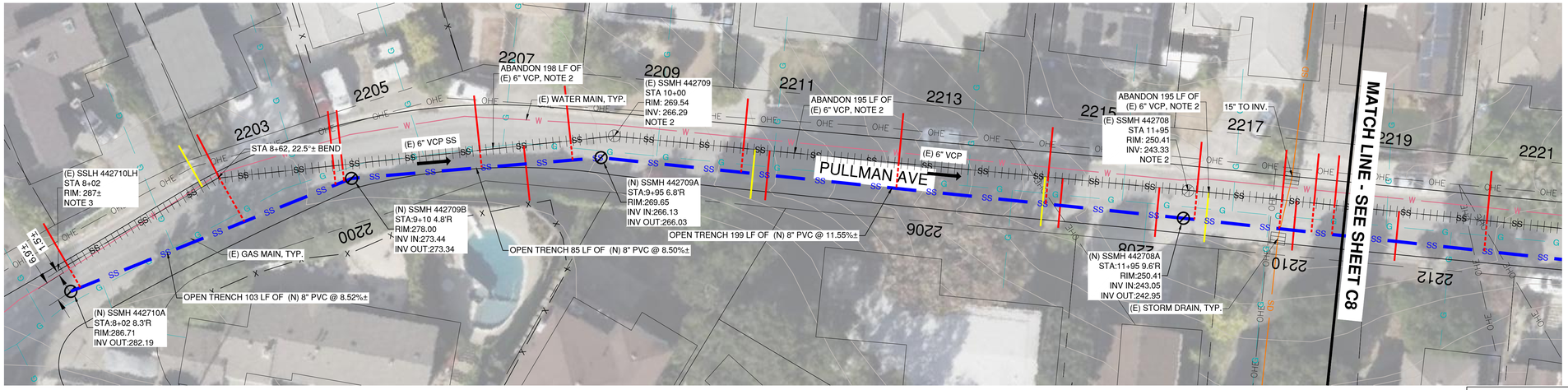
REGISTERED PROFESSIONAL ENGINEER
KIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
PULLMAN AVENUE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
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CHECKED: BLS

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SHEET: 9 OF 29



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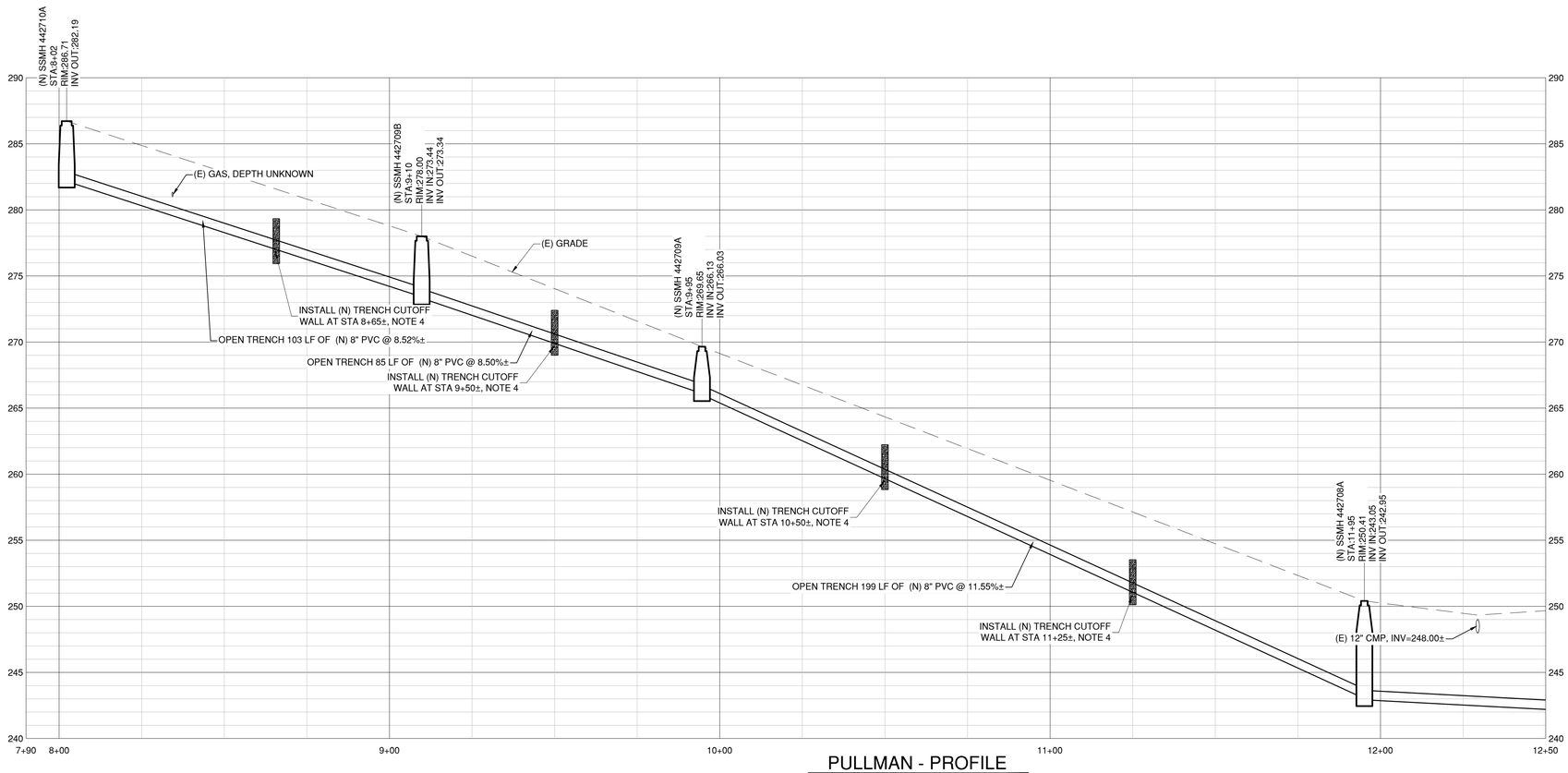
SCALE: 1 INCH = 20 FEET

NOTES:

1. CONTRACTOR SHALL USA SITE AND POTHOLE ALL POTENTIAL UTILITY CONFLICTS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL SUBMIT A POTHOLING REPORT TO THE CITY FOR REVIEW. CONTRACTOR SHALL REVIEW THE SITE W/ THE CITY TO MARK THE PROPOSED LOCATION OF THE NEW MANHOLES AND SEWER ALIGNMENT.
2. ABANDON (E) MANHOLE AND SEWER PIPE PER 8/D3
3. ABANDON (E) LAMPHOLE BY REMOVING TOP 3-FEET, COVER, AND FRAME.
4. INSTALL TRENCH CUTOFF WALL PER 2/D1

PLAN

SCALE: 1" = 20'



PULLMAN - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442710	442709	8+03	LEFT	EXTEND	
442710	442709	8+56	LEFT	ABANDON	CAPPED
442710	442709	8+62	-	-	HORIZ. BEND TO RIGHT
442710	442709	8+63	LEFT	EXTEND	FILLED W/ ROOTS MIGHT BE CAPPED
442710	442709	9+02	LEFT	EXTEND	
442710	442709	9+05	LEFT	EXTEND	
442710	442709	9+54	LEFT	EXTEND	FLAT LATERAL
442710	442709	9+69	RIGHT	RECONNECT	
442710	442709	9+85	LEFT	EXTEND	
442709	442708	10+44	LEFT	EXTEND	
442709	442708	10+48	RIGHT	ABANDON	CAPPED
442709	442708	10+53	RIGHT	RECONNECT	
442709	442708	10+97	LEFT	EXTEND	
442709	442708	11+48	RIGHT	ABANDON	CAPPED
442709	442708	11+53	RIGHT	RECONNECT	
442709	442708	11+86	RIGHT	RECONNECT	
442708	442707	11+98	LEFT	EXTEND	
442708	442707	12+02	RIGHT	ABANDON	CAPPED
442708	442707	12+27	LEFT	EXTEND	
442708	442707	12+32	RIGHT	RECONNECT	
442708	442707	12+38	LEFT	EXTEND	
442708	442707	12+45	LEFT	EXTEND	

NO	REVISIONS	DATE	APPR
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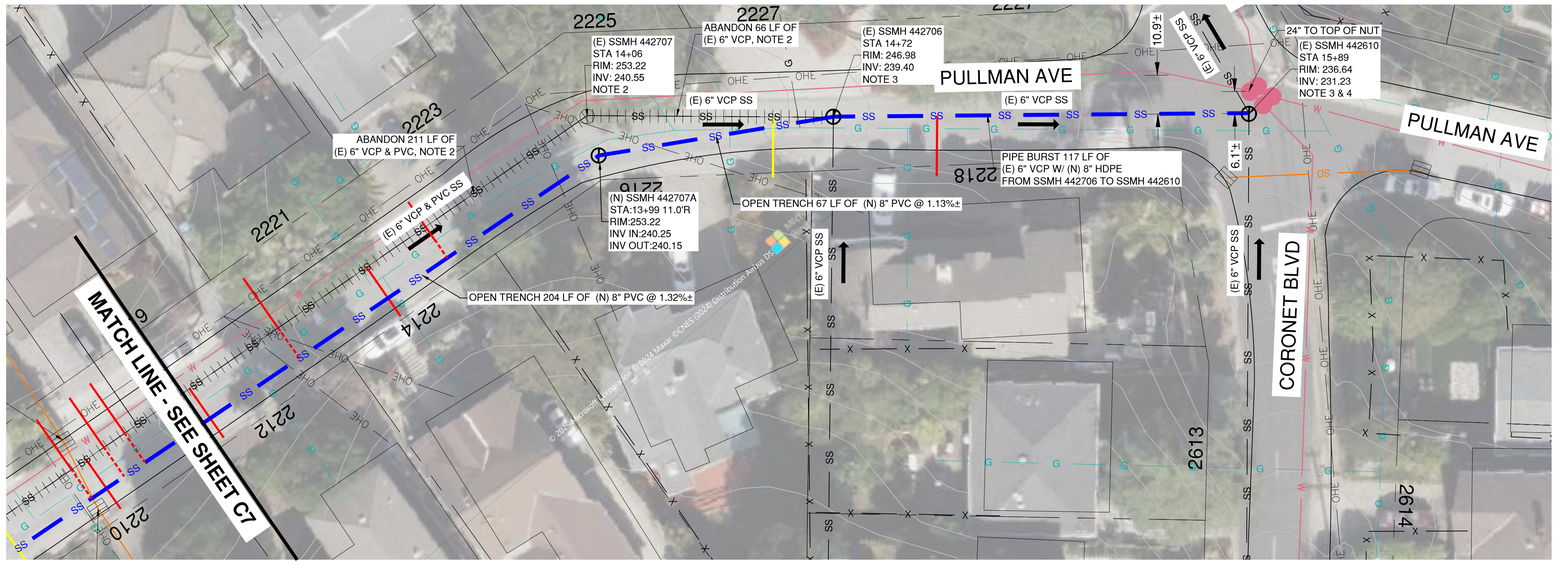
REGISTERED PROFESSIONAL ENGINEER
LURRAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
PULLMAN AVENUE

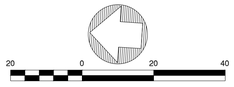
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CHECKED: BLS

C7

SHEET: 10 OF 29



PLAN
SCALE: 1" = 20'

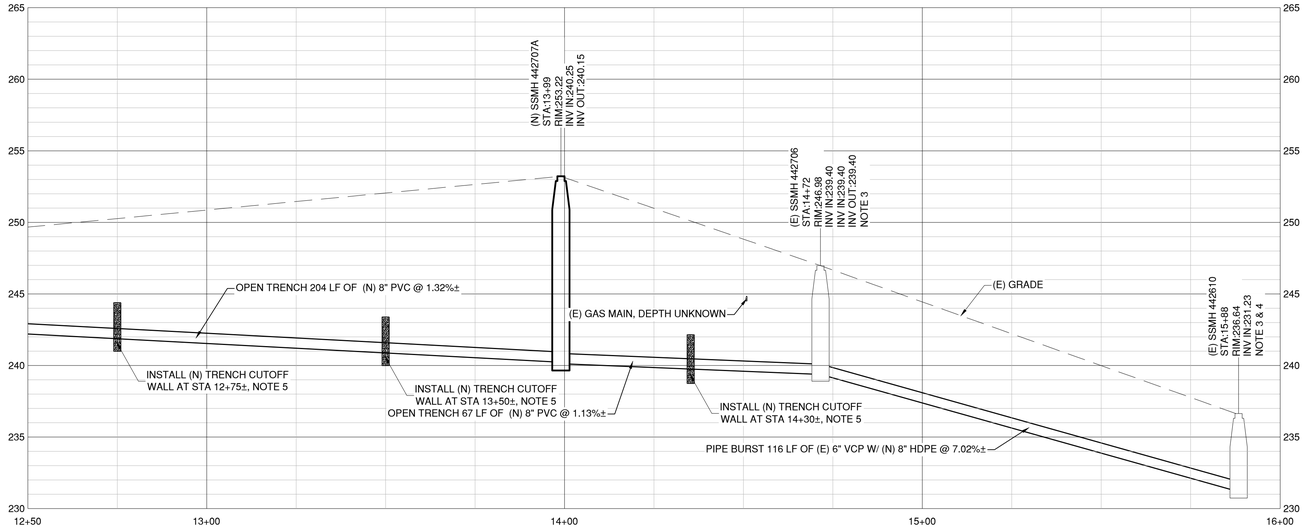


SCALE: 1 INCH = 20 FEET

NOTES:

1. CONTRACTOR SHALL USA SITE AND POTHOLE ALL POTENTIAL UTILITY CONFLICTS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL SUBMIT A POTHOLING REPORT TO THE CITY FOR REVIEW. CONTRACTOR SHALL REVIEW THE SITE W/ THE CITY TO MARK THE PROPOSED LOCATION OF THE NEW MANHOLES AND SEWER ALIGNMENT.
2. ABANDON (E) MANHOLE AND SEWER PIPE PER 8/D3
3. MODIFY MANHOLE PER 3/D1
4. REMOVE AND REPLACE FRAME AND COVER PER DETAIL 6/D2 & 7/D2
5. INSTALL TRENCH CUTOFF WALL PER 2/D1

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442708	442707	12+56	RIGHT	RECONNECT	
442708	442707	12+66	RIGHT	RECONNECT	AT 12 O'CLOCK
442708	442707	12+96	LEFT	EXTEND	ROOTS
442708	442707	12+99	RIGHT	RECONNECT	
442708	442707	13+47	-	EXTEND	AT 12 O'CLOCK
442707	442706	14+58	RIGHT	ABANDON	CAPPED
442706	442610	15+01	RIGHT	RECONNECT	



PULLMAN - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

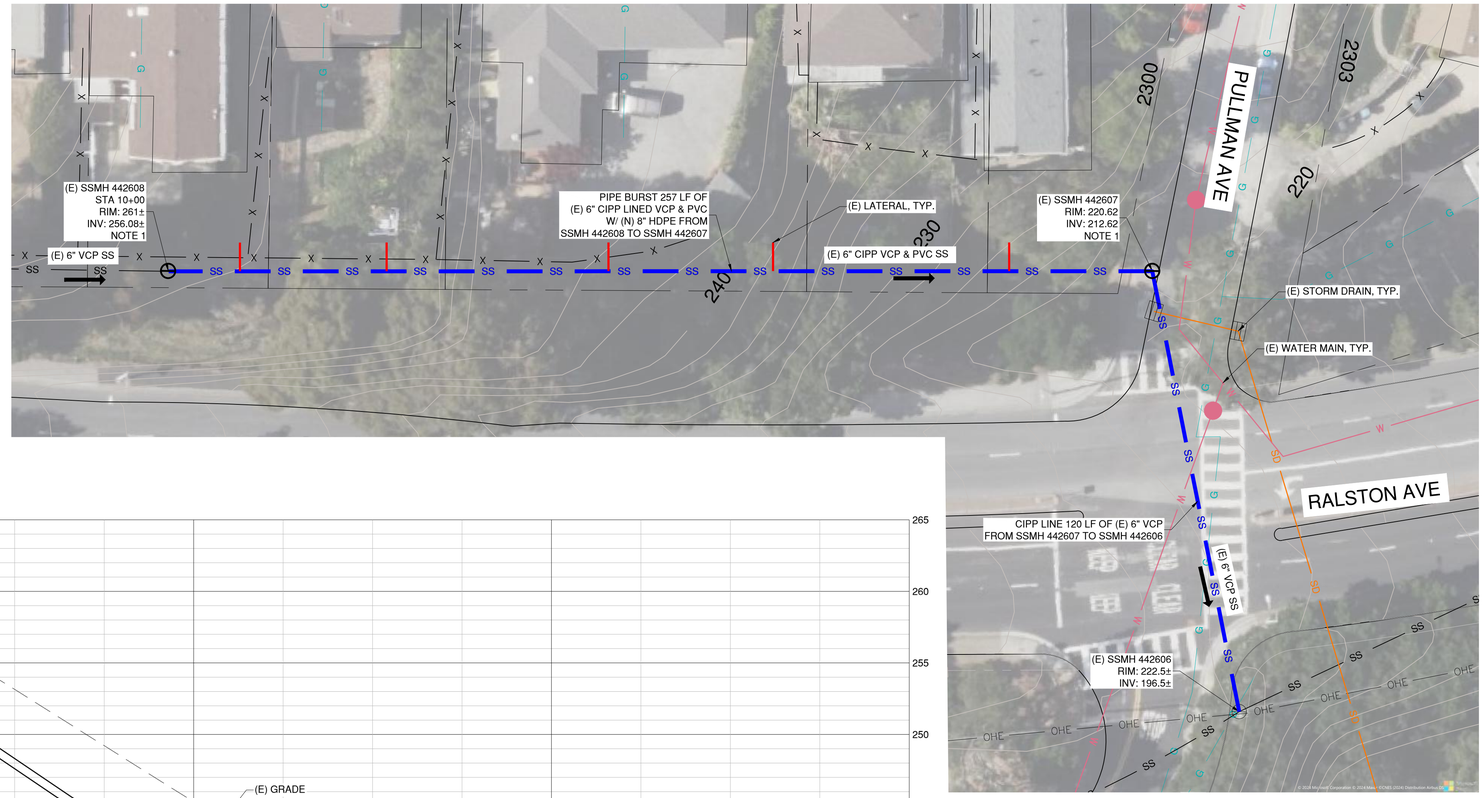
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74918
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
PULLMAN AVENUE

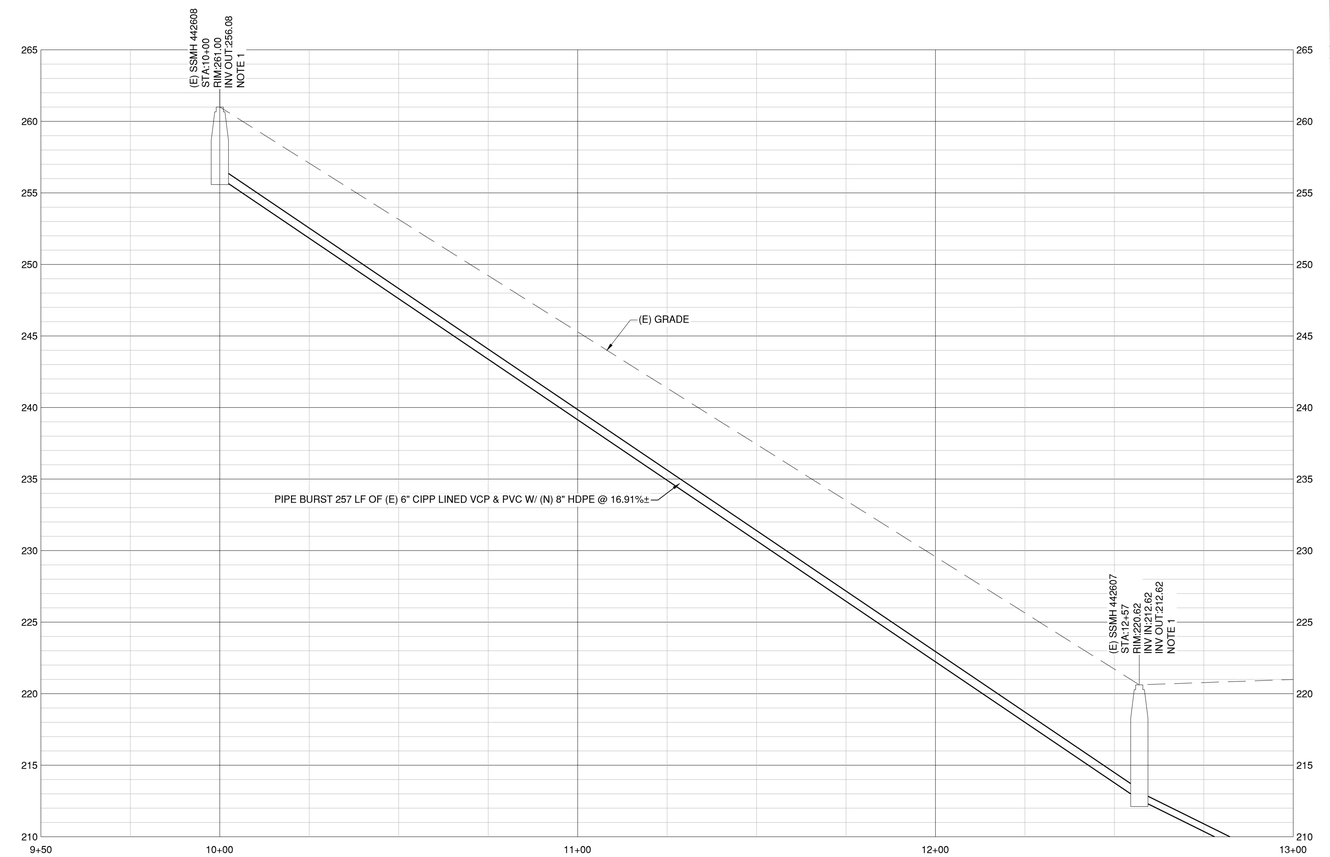
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CHECKED: BLS

C8

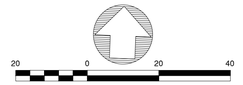
SHEET: 11 OF 29



PLAN
SCALE: 1" = 20'



PULLMAN - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'



SCALE: 1 INCH = 20 FEET

NOTES:

1. MODIFY MANHOLE PER (3/D1)

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
442608	442607	10+20	-	RECONNECT	AT 12 O'CLOCK, PVC
442608	442607	10+61	-	RECONNECT	AT 12 O'CLOCK
442608	442607	11+23	LEFT	RECONNECT	ROOTS
442608	442607	11+69	LEFT	RECONNECT	
443326	443301	12+35	LEFT	RECONNECT	

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

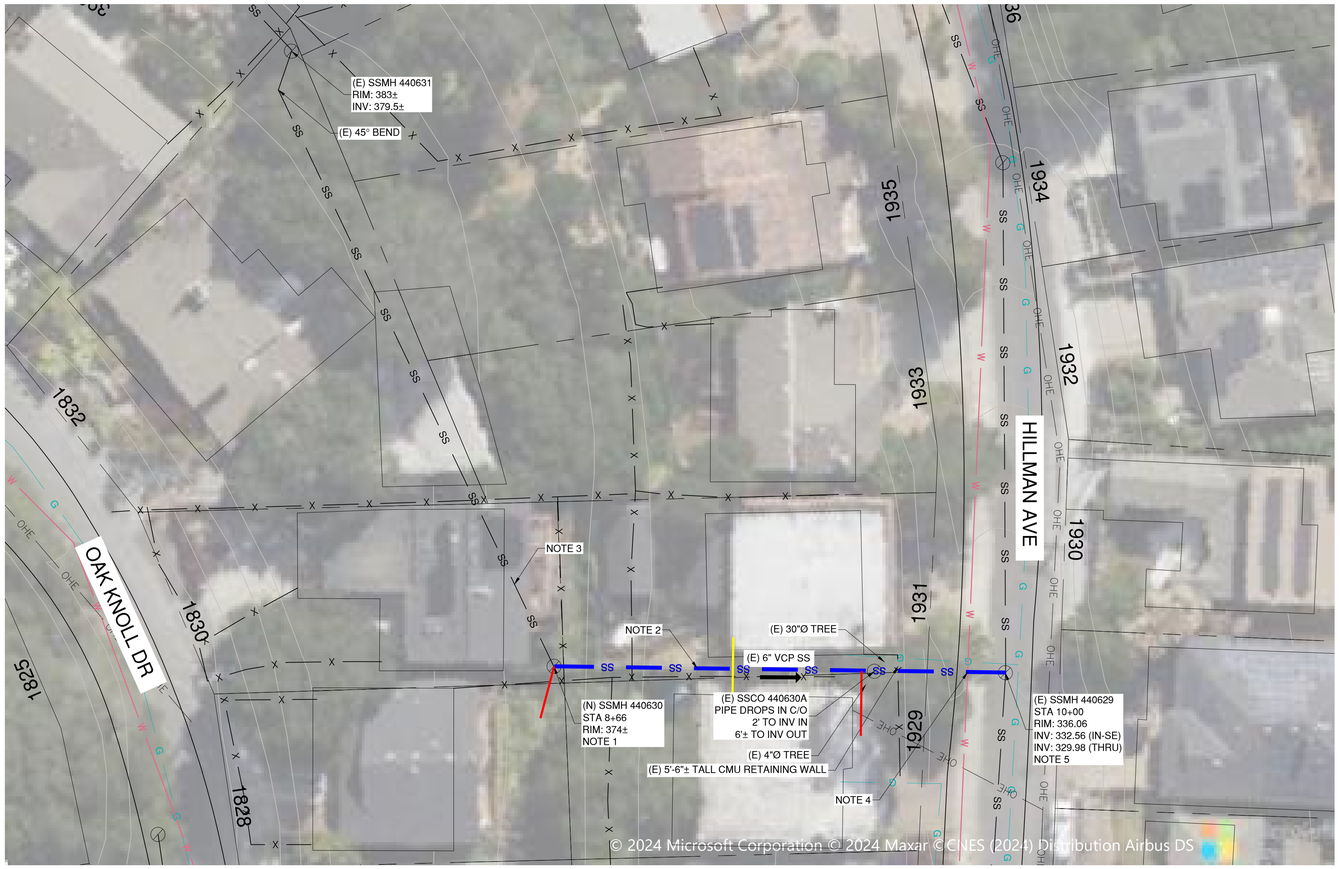
REGISTERED PROFESSIONAL ENGINEER
CURRAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
PULLMAN AVENUE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C9

SHEET: 12 OF 29



PLAN
SCALE: 1" = 20'

NOTES:

1. REMOVE (E) CLEANOUT AND INSTALL (N) MANHOLE PER (6/D2) & (8/D2) OR (1/D3) & (2/D3). CONTRACTOR'S OPTION TO USE PRECAST CONCRETE OR FRP MANHOLE. CONTRACTOR SHALL ASSUME (N) MANHOLE SHALL BE INSTALLED W/ A RIM TO INVERT DEPTH OF 44-INCHES.

2. HDD INSTALL 134 LF OF (N) 8-INCH SANITARY SEWER AND ABANDON (E) 6-INCH SANITARY SEWER BY REMOVING AND/OR FILLING W/ CDF.

3. CCTV INSPECT 190 LF OF (E) 6-INCH SANITARY SEWER FROM 440630 TO 440631. PIPE HAS A 45-DEGREE BEND NEAR MANHOLE 440631 AND CONTRACTOR WILL LIKELY NEED TO INSPECT FROM BOTH SIDES IN ORDER TO COMPLETE INSPECTION. CONTRACTOR CLEAN SEWER PRIOR TO INSPECTION.

4. (E) WATER MAIN, WATER SERVICE LINES, AND GAS SERVICE ARE IN CLOSE PROXIMITY TO (E) SEWER. LOCATE, EXPOSE, AND PROTECT NEARBY UTILITIES IN PLACE DURING DURING CONSTRUCTION. BACKFILL W/ CDF AND INSTALL CONCRETE SADDLE AT WATER MAIN PER (5/D3). WRAP EXPOSED WATER MAIN W/ V-BIO POLYETHYLENE PRIOR TO BACKFILLING.

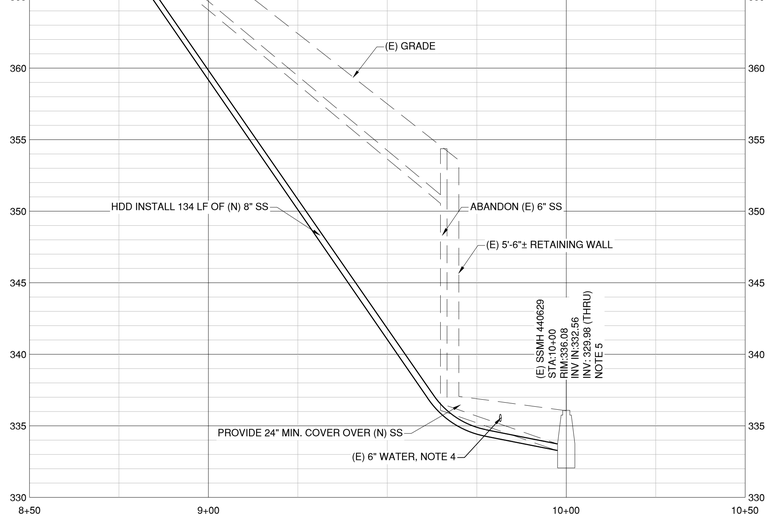
5. MODIFY MANHOLE PER (3/D1).

6. EASEMENT ACCESS IS LIMITED TO HAND HELD EQUIPMENT AND FOOT TRAFFIC, REFER TO APPENDIX A OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

20 0 20 40

SCALE: 1 INCH = 20 FEET

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
440630	440629	8+66	RIGHT	RECONNECT	LATERAL IN LAMPHOLE
440630	440629	9+16	-	ABANDON	6" AT 12 O'CLOCK, CAPPED
440630	440629	9+52	RIGHT	RECONNECT	



HILLMAN - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
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2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

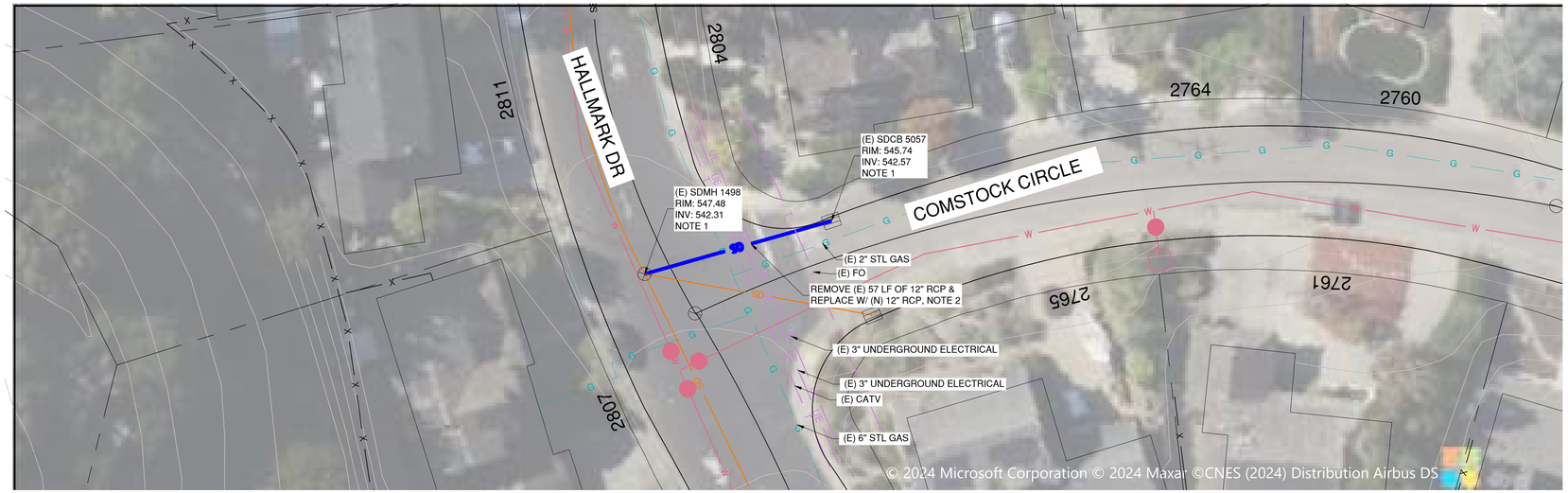
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
COMSTOCK & HILLMAN

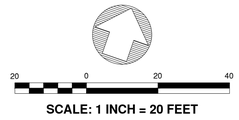
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DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C10

SHEET: 13 OF 29



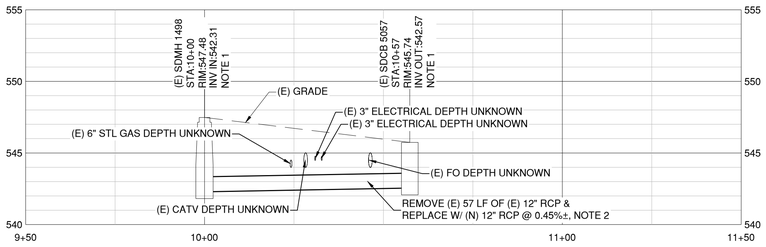
PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

NOTES:

1. CONNECT (N) PIPE TO (E) CATCH BASIN AND FILL VOIDS AROUND CONNECTION W/ NON-SHRINK GROUT.
2. BACKFILL W/ CDF PER (5/D1)



COMSTOCK - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

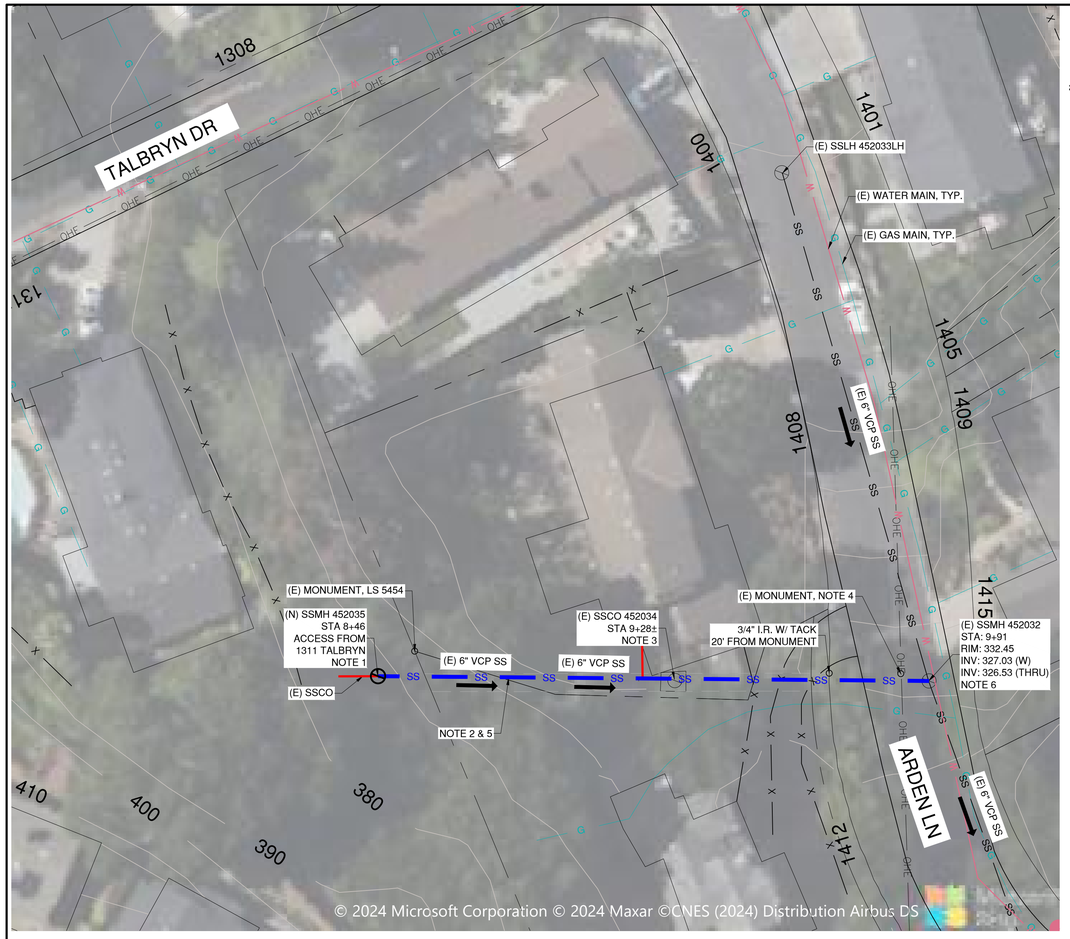
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74918
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
COMSTOCK

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C11

SHEET: 14 OF 29



PLAN
SCALE: 1" = 20'

20 0 20 40

SCALE: 1 INCH = 20 FEET

NOTES:

1. REMOVE (E) LAMPHOLE AND INSTALL (N) MANHOLE PER (6/D2) & (8/D2) OR (1/D3) & (2/D3). CONTRACTOR'S OPTION TO USE PRECAST CONCRETE OR FRP MANHOLE. CONTRACTOR SHALL ASSUME (N) MANHOLE SHALL BE INSTALLED W/ A RIM TO INVERT DEPTH OF 44-INCHES.

2. HDD INSTALL 145 LF OF (N) 8-INCH SANITARY SEWER AND ABANDON (E) 6-INCH SANITARY SEWER BY REMOVING AND/OR FILLING W/ CDF.

3. EXISTING LAMPHOLE IN SHED.

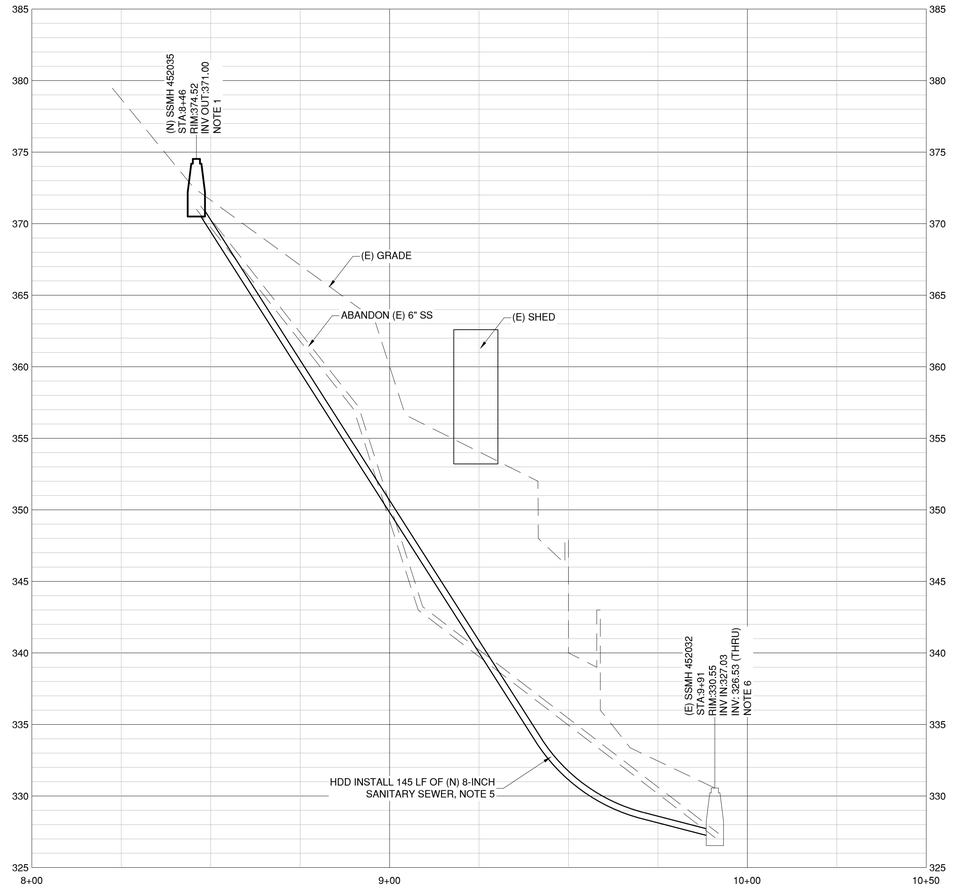
4. PROTECT (E) MONUMENT IN PLACE.

5. EXISTING 5-FOOT WIDE SEWER EASEMENT. CONTRACTOR MAY DEVIATE FROM EXISTING ALIAGNMENT PROVIDED THAT THE SEWER STAYS WITHININ THE EXISTING EASEMENT. SEE SITE INFORMATION REPORT FOR ADDITIONAL INFORMATION ON THE EXISTING EASEMENT.

6. MODIFY MANHOLE PER (3/D1).

7. EASEMENT ACCESS IS LIMITED TO HAND HELD EQUIPMENT AND FOOT TRAFFIC, REFER TO APPENDIX A OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
452035	452032	8+46	-	RECONNECT	LATERAL IN LAMPHOLE
452035	452032	8+90	-	-	VERTICAL BEND DOWN
452035	452032	9+08	-	-	VERTICAL BEND DOWN
452035	452032	9+20	LEFT	RECONNECT	
452035	452032	9+26	-	ABANDON	LAMPHOLE
452035	452032	9+28	-	ABANDON	LAMPHOLE
452035	452032	9+59	-	-	HOLE
452035	452032	9+91	-	-	AMH



ARDEN - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER
LAURAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
ARDEN

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C12
SHEET: 15 OF 29

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
452736	452737	0+06	LEFT	EXTEND	ACTIVE, FILLED W/ ROOTS
452736	452737	0+63	LEFT	EXTEND	ROOTS AROUND CONNECTION
452736	452737	0+65	RIGHT	RECONNECT	
452736	452737	1+18	LEFT	EXTEND	
452736	452737	1+84	RIGHT	RECONNECT	
452736	452737	1+87	LEFT	EXTEND	12 O'CLOCK, ACTIVE
452736	452737	1+98	LEFT	EXTEND	ROOT BALL IN LATERAL
452736	452737	1+98	-	-	SURVEY ABANDON DUE TO ROOTS
452737	45219	2+52	LEFT	EXTEND	
452737	45219	3+34	LEFT	EXTEND	
452737	45219	4+78	LEFT	EXTEND	
452737	45219	6+70	LEFT	EXTEND	

NOTES:

1. REPAIR SEPARATED JOINT PER (3/D3).

2. CONTRACTOR SHALL USA SITE AND POTHOLE ALL POTENTIAL UTILITY CONFLICTS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL SUBMIT A POTHOLING REPORT TO THE CITY FOR REVIEW. CONTRACTOR SHALL REVIEW THE SITE W/ THE CITY TO MARK THE PROPOSED LOCATION OF THE NEW MANHOLES AND SEWER ALIGNMENT.

3. ABANDON (E) MANHOLE AND SEWER PIPE PER (8/D3).

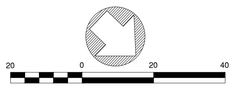
4. MODIFY MANHOLE PER (3/D1).

5. BACKFILL W/ CDF WITHIN 5' OF (E) WATER MAIN PER (5/D1).

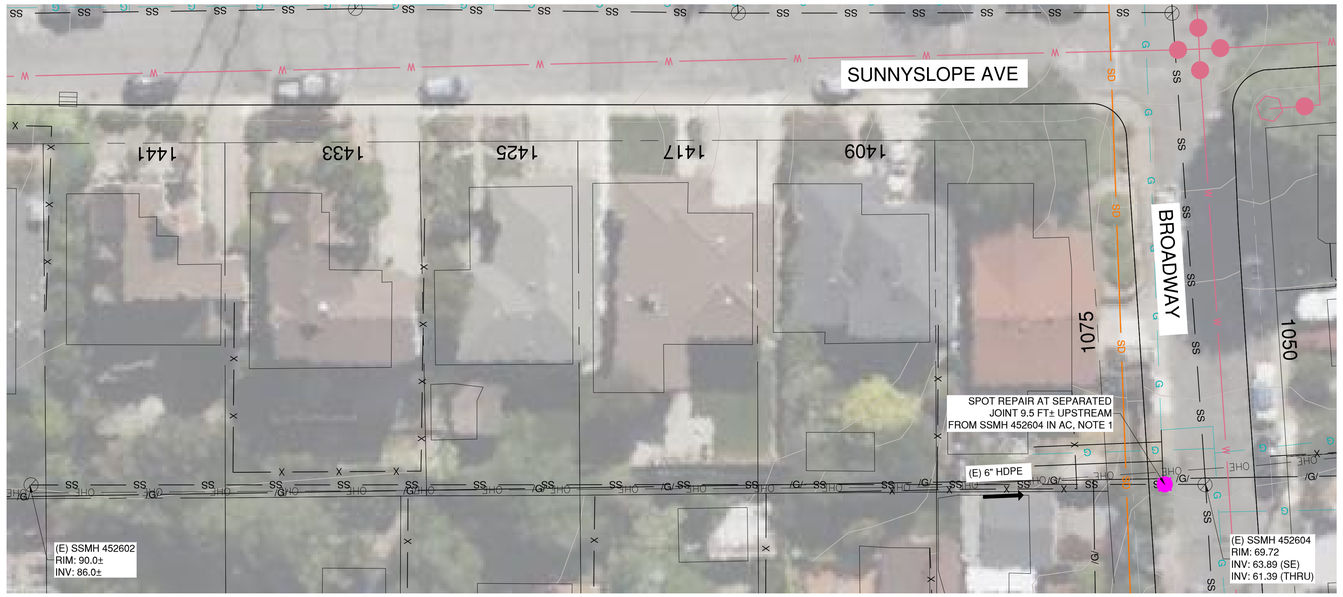
6. INSTALL TRENCH CUTOFF WALL PER (2/D1).

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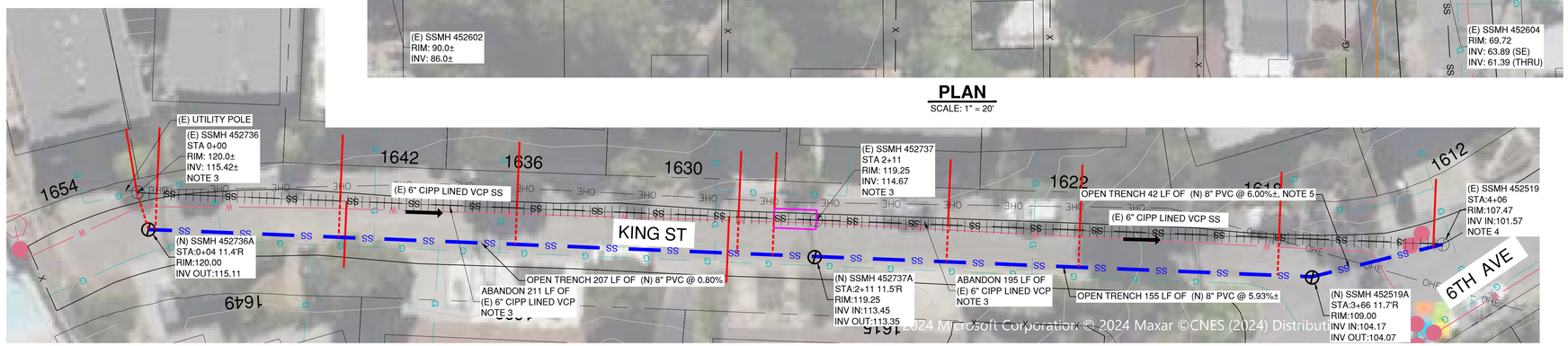
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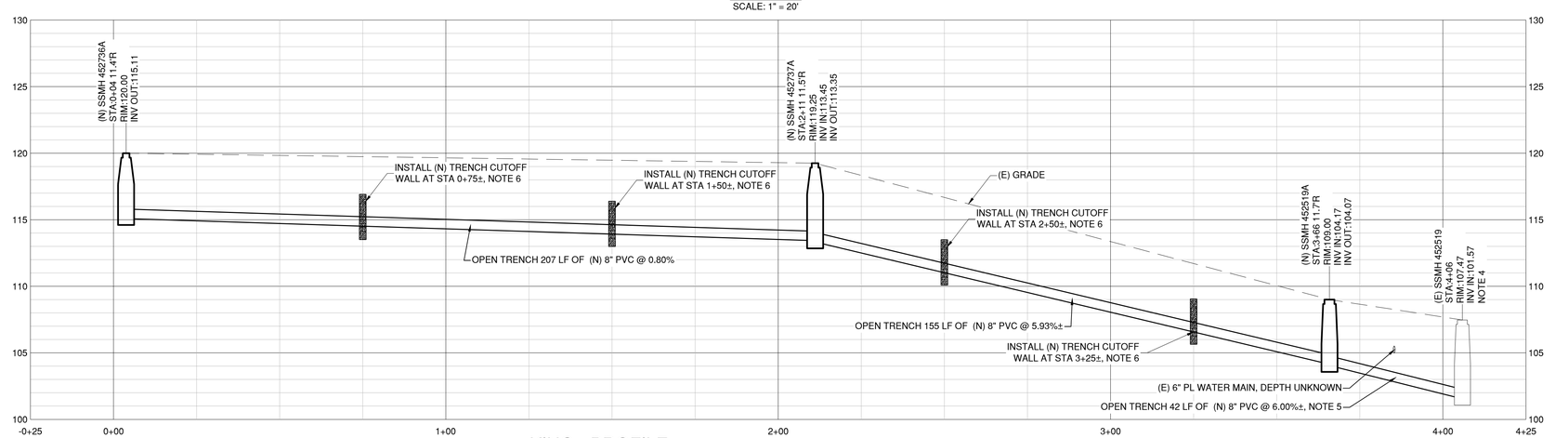
SCALE: 1 INCH = 20 FEET



PLAN
SCALE: 1" = 20'



PLAN
SCALE: 1" = 20'



KING - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

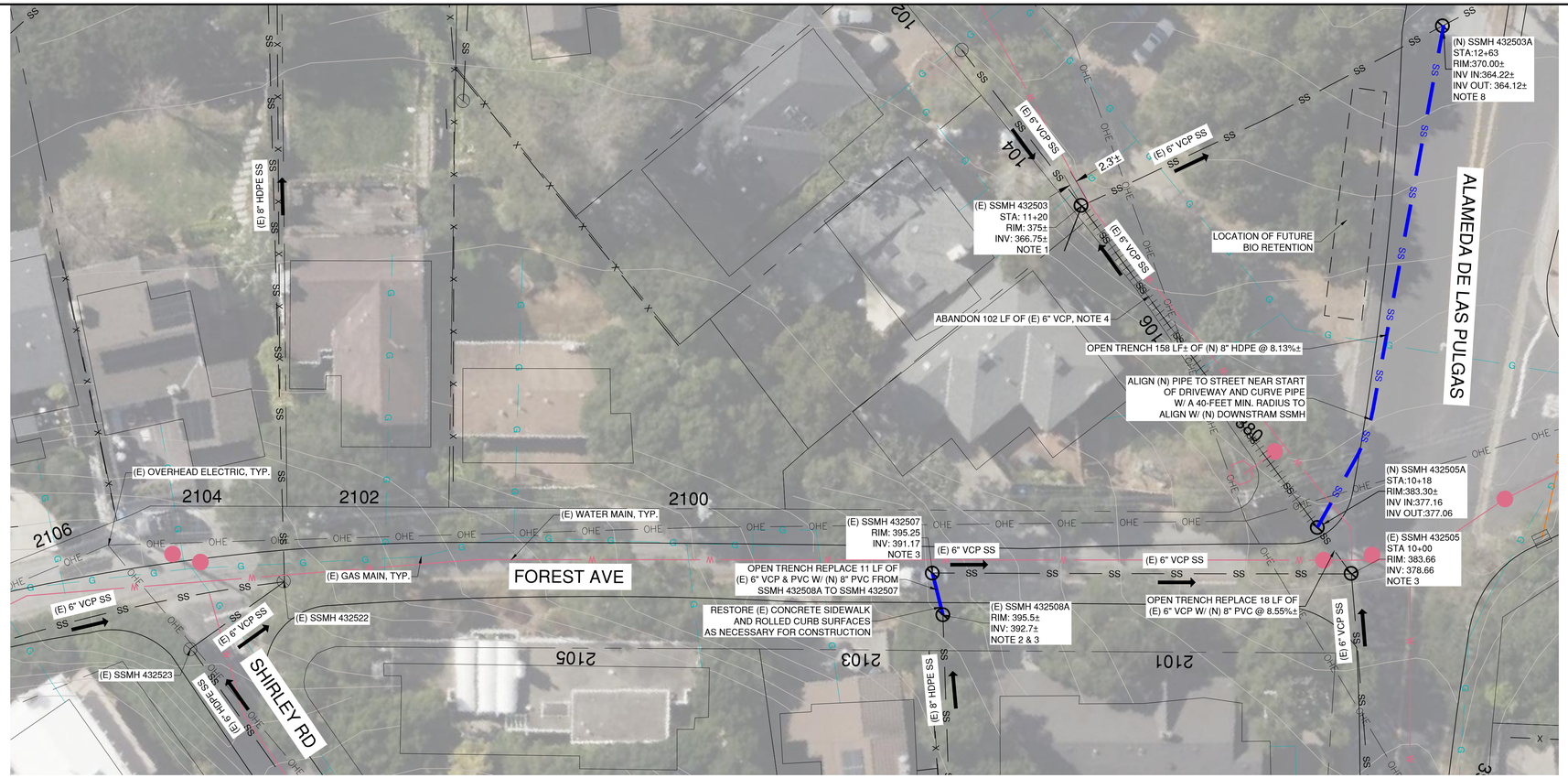
REGISTERED PROFESSIONAL ENGINEER
KIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
BROADWAY & KING

DATE:	3/05/25
SCALE:	AS SHOWN
DESIGN:	CLP
DRAWN:	CLP
CHECKED:	BLS

C13

SHEET: 16 OF 29



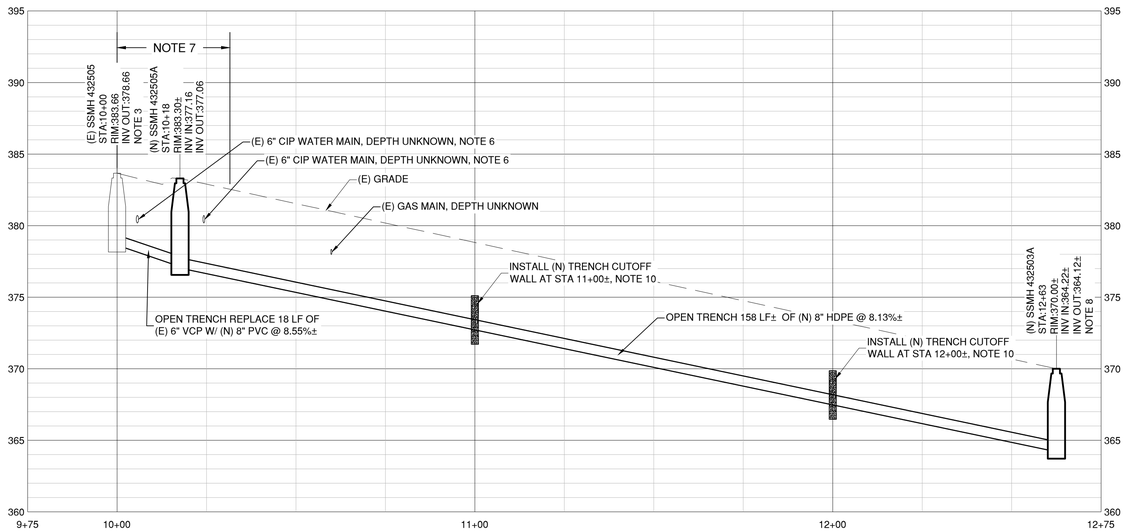
20 0 20 40

SCALE: 1 INCH = 20 FEET

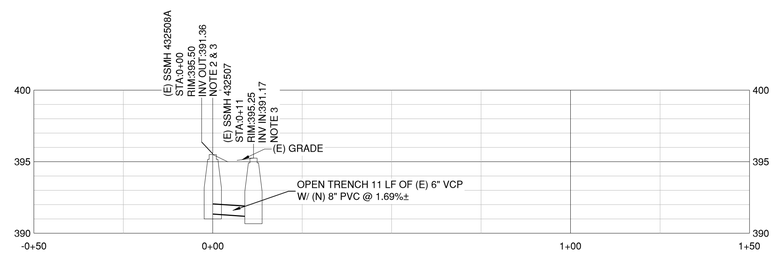
NOTES:

1. REHABILITATE MANHOLE BY COATING INTERIOR.
2. GROUT MANHOLE GRADE RINGS.
3. MODIFY EXISTING MANHOLE PER 3/D1.
4. ABANDON PIPE BY PLUGGING ENDS W/ 6" MIN OF CONCRETE AND FILLING W/ CDF.
5. CONTRACTOR SHALL USA SITE AND MEET W/ CITY TO CONFIRM NEW ALIGNMENT PRIOR TO START OF WORK.
6. WRAP EXPOSE WATER MAIN W/ V-BIO POLYETHYLENE AND BACKFILL W/ CDF.
7. STA 10+00 TO 10+35± BACKFILL W/ CDF PER 5/D1.
8. CONTRACTOR SHALL POTHOLE (E) SEWER MAIN TO ESTABLISH MANHOLE INVERT ELEVATION.
9. CONTRACTOR SHALL NOTIFY SAMTRANS, SUBMIT A TRAFFIC CONTROL PLAN, AND OBTAIN AN ENCROACHMENT PERMIT FROM THE CITY OF SAN MATEO PRIOR TO STARTING WORK.
10. INSTALL TRENCH CUTOFF WALL PER 2/D1

PLAN
SCALE: 1" = 20'



FOREST - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'



FOREST - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

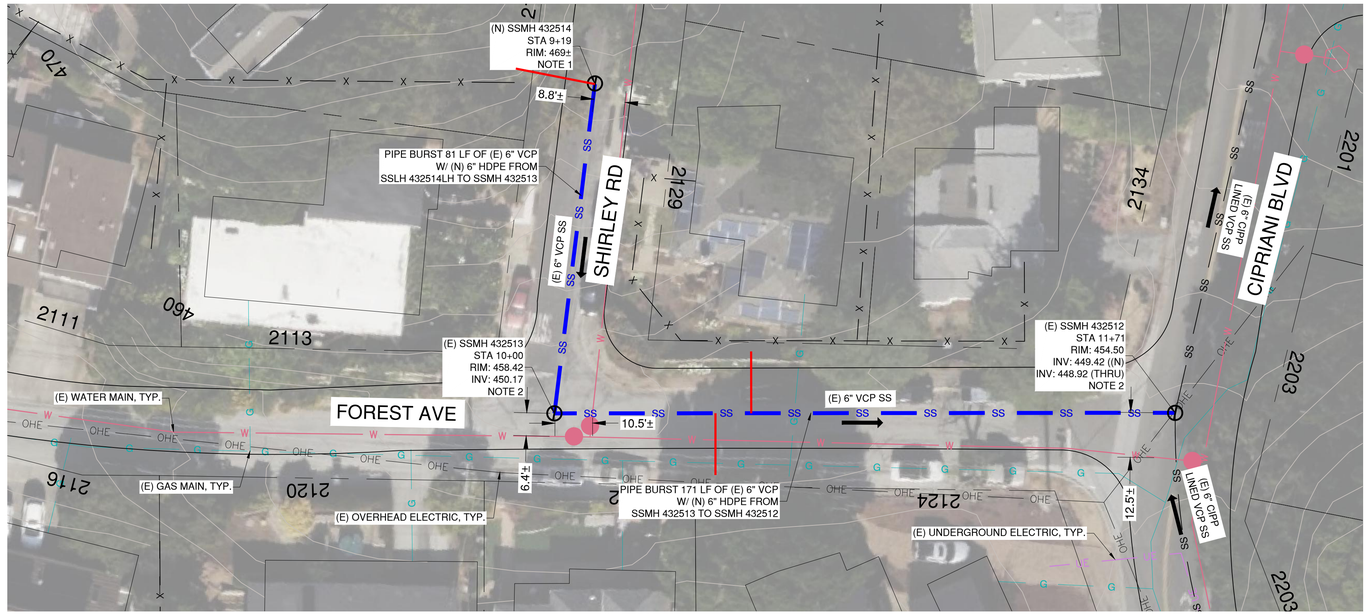
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
FOREST AVENUE

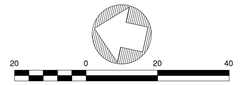
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CHECKED: BLS

C14

SHEET: 17 OF 29



PLAN
SCALE: 1" = 20'

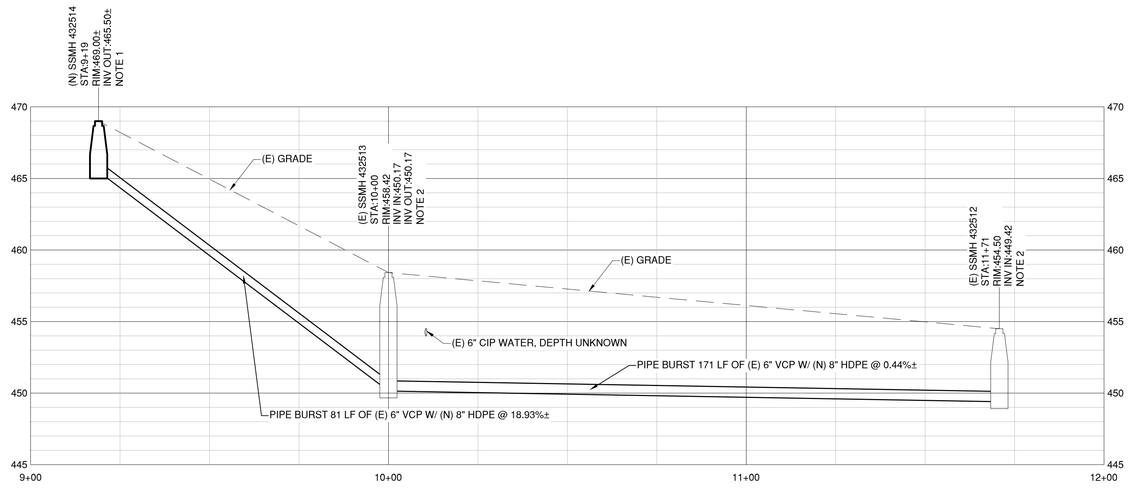


SCALE: 1 INCH = 20 FEET

NOTES:

1. REMOVE EXISTING LAMPHOLE AND INSTALL NEW MANHOLE PER DETAIL 6/D2 & 8/D2.
2. MODIFY MANHOLE PER 3/D1.

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
432514	432513	9+19	RIGHT	RECONNECT	RECONNECT TO NEW MANHOLE
432513	432512	10+45	RIGHT	RECONNECT	ACTIVE
432513	432512	10+55	LEFT	RECONNECT	ACTIVE



FOREST - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

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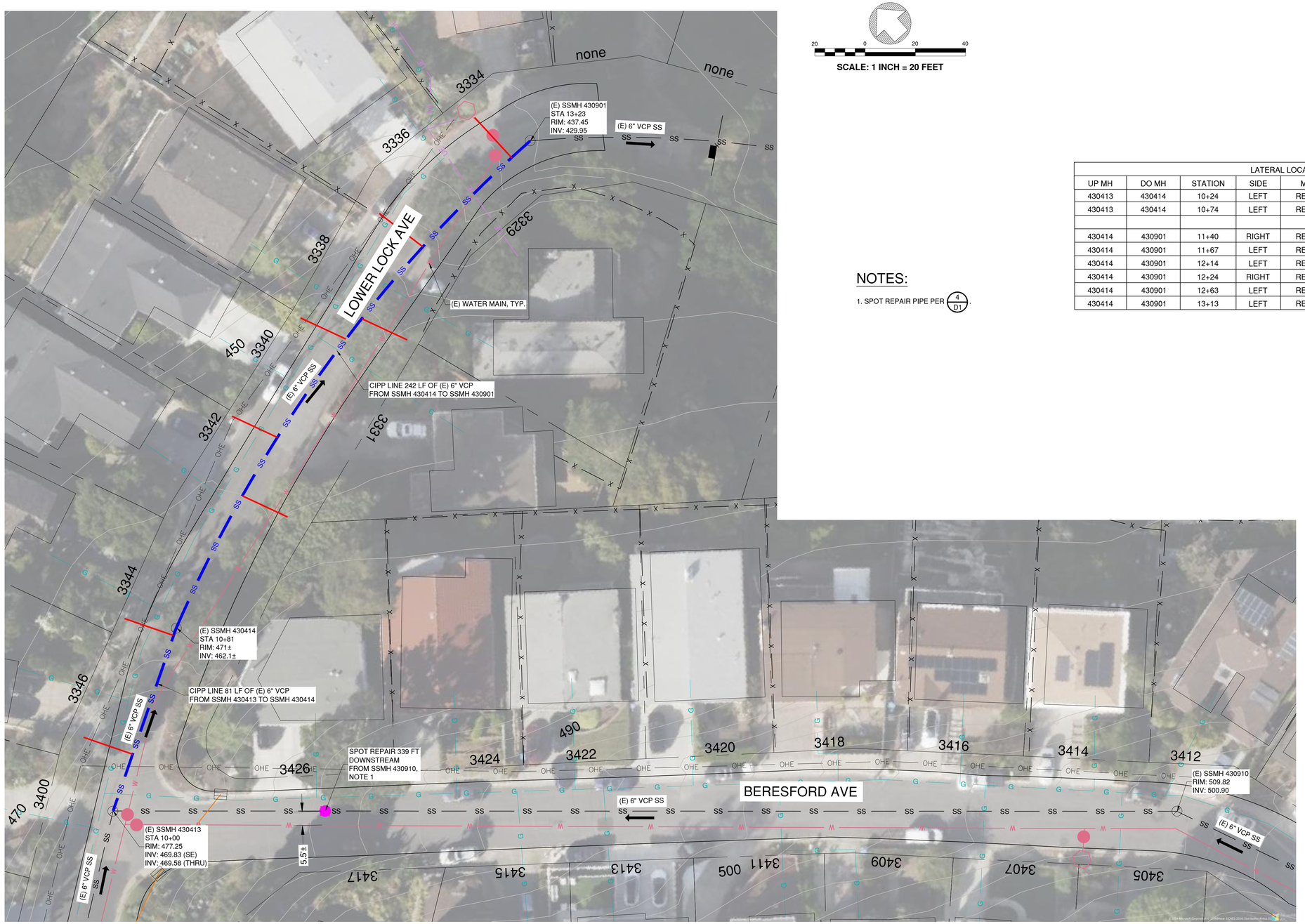
REGISTERED PROFESSIONAL ENGINEER
LAURAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
FOREST AVENUE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C15

SHEET: 18 OF 29



20 0 20 40

SCALE: 1 INCH = 20 FEET

NOTES:

1. SPOT REPAIR PIPE PER 4/D1.

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
430413	430414	10+24	LEFT	REINSTATE	ROOTS IN LATERAL
430413	430414	10+74	LEFT	REINSTATE	ROOTS IN LATERAL
430414	430901	11+40	RIGHT	REINSTATE	
430414	430901	11+67	LEFT	REINSTATE	
430414	430901	12+14	LEFT	REINSTATE	
430414	430901	12+24	RIGHT	REINSTATE	
430414	430901	12+63	LEFT	REINSTATE	
430414	430901	13+13	LEFT	REINSTATE	

PLAN
SCALE: 1" = 20'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

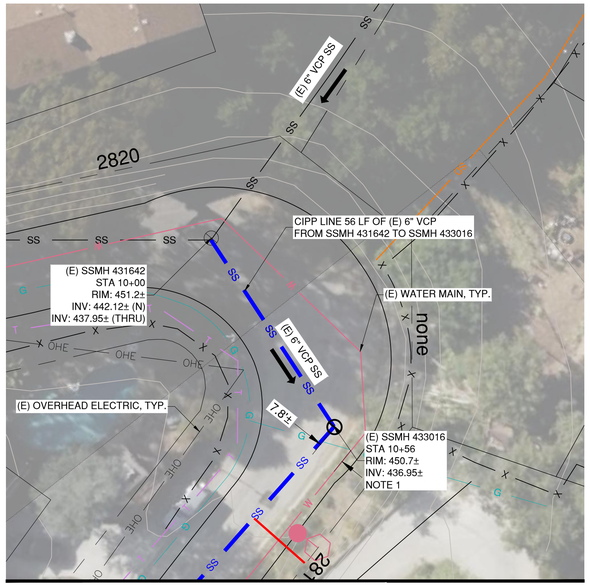
DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
LOWER LOCK AVENUE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C16
SHEET: 19 OF 29

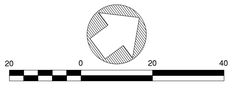
NOTES:

1. MODIFY MANHOLE PER 3/D1.

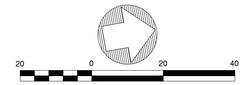


MATCH LINE - A-A

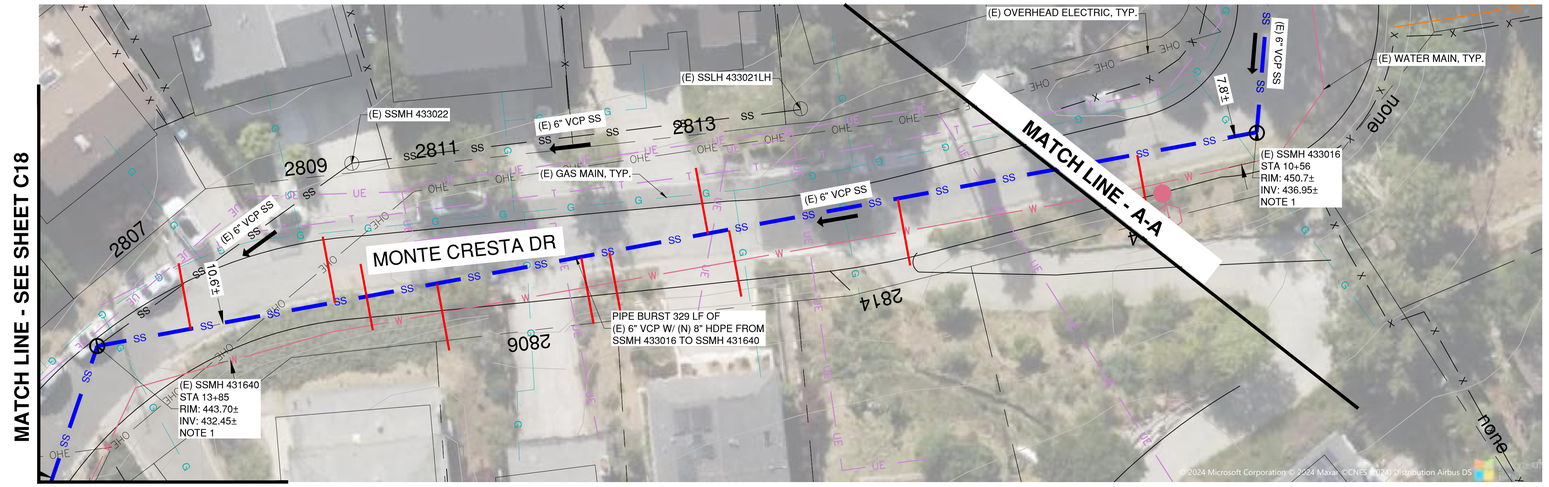
PLAN
SCALE: 1" = 20'



SCALE: 1 INCH = 20 FEET

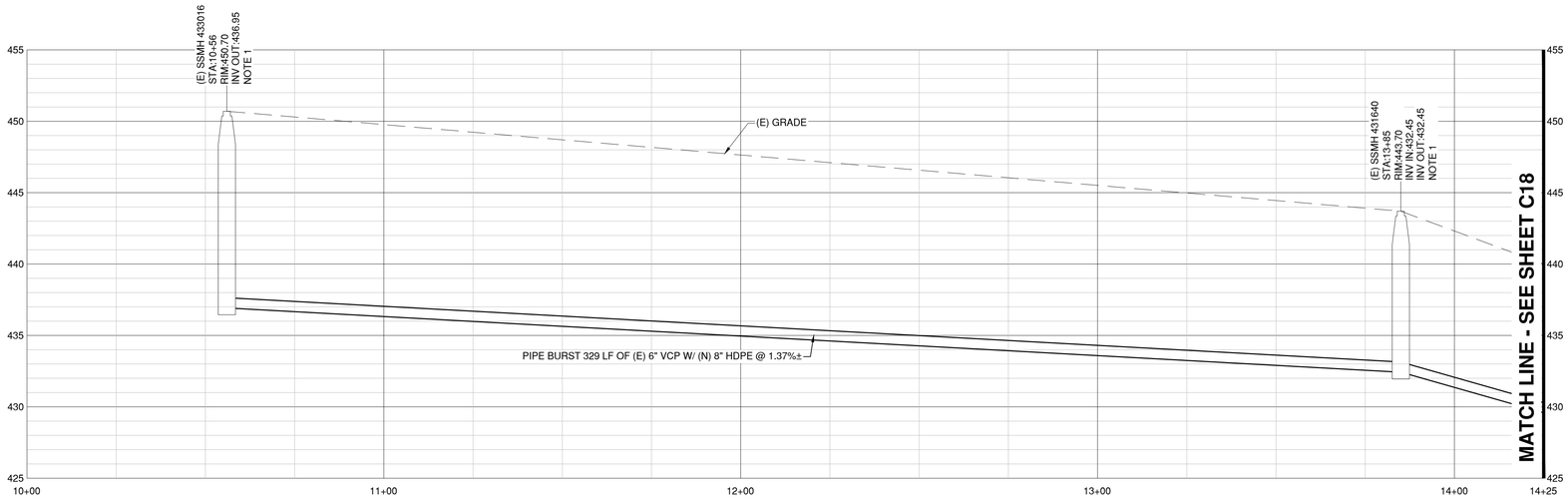


SCALE: 1 INCH = 20 FEET



PLAN
SCALE: 1" = 20'

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
433016	431640	10+90	LEFT	RECONNECT	AT 12 0'CLOCK
433016	431640	11+58	LEFT	RECONNECT	
433016	431640	12+06	LEFT	RECONNECT	
433016	431640	12+12	RIGHT	RECONNECT	
433016	431640	12+40	LEFT	RECONNECT	PVC
433016	431640	12+48	LEFT	RECONNECT	
433016	431640	12+89	LEFT	RECONNECT	FILLED W/ ROOTS
433016	431640	13+09	-	RECONNECT	12 O'CLOCK FILLED W/ ROOTS
433016	431640	13+18	RIGHT	RECONNECT	
433016	431640	13+59	RIGHT	RECONNECT	



MONTE CRESTA - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
1			
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
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CIERAN L. PRICE
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CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MONTE CRESTA DRIVE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C17

SHEET: 20 OF 29

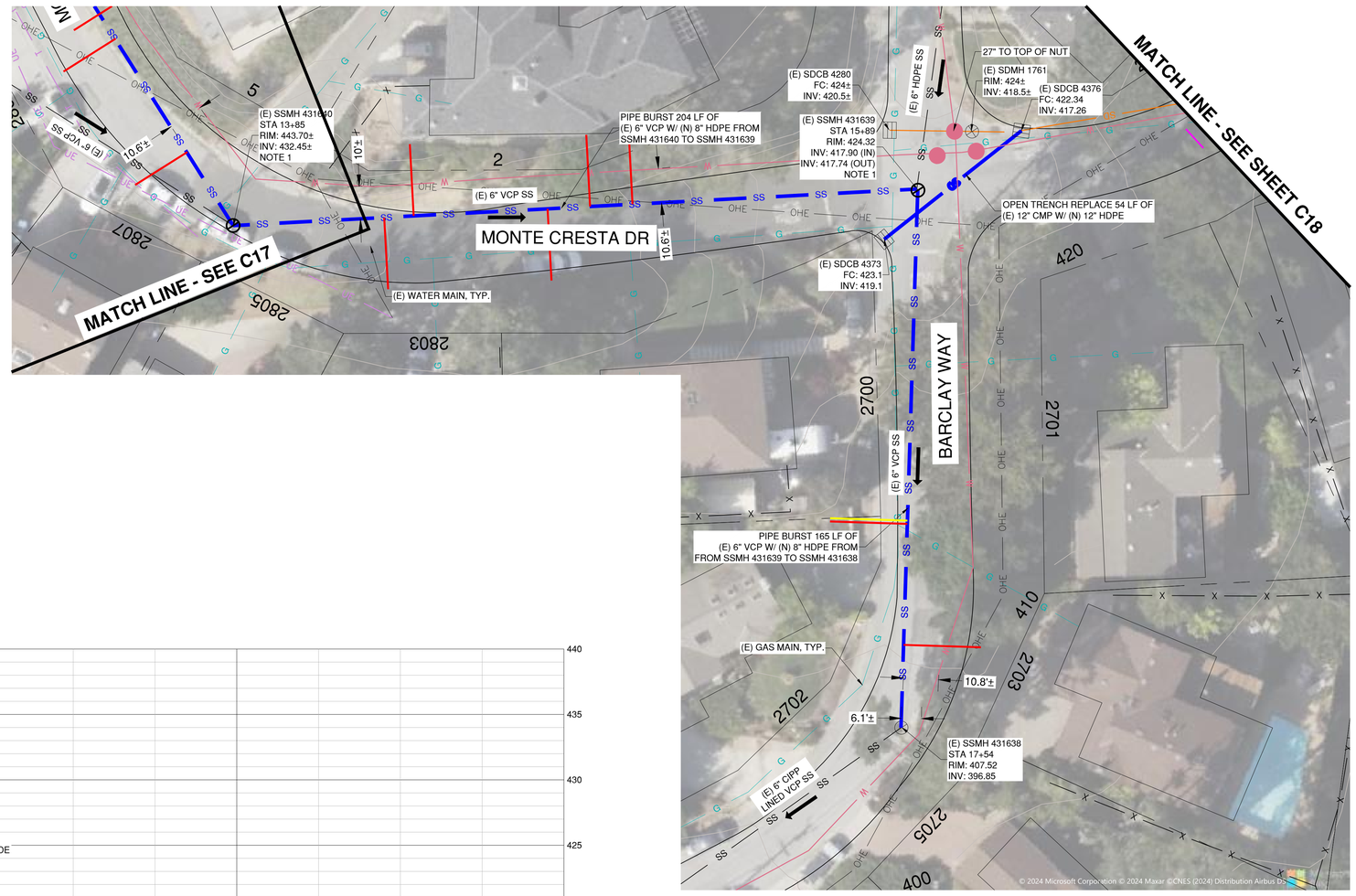
20 0 20 40

SCALE: 1 INCH = 20 FEET

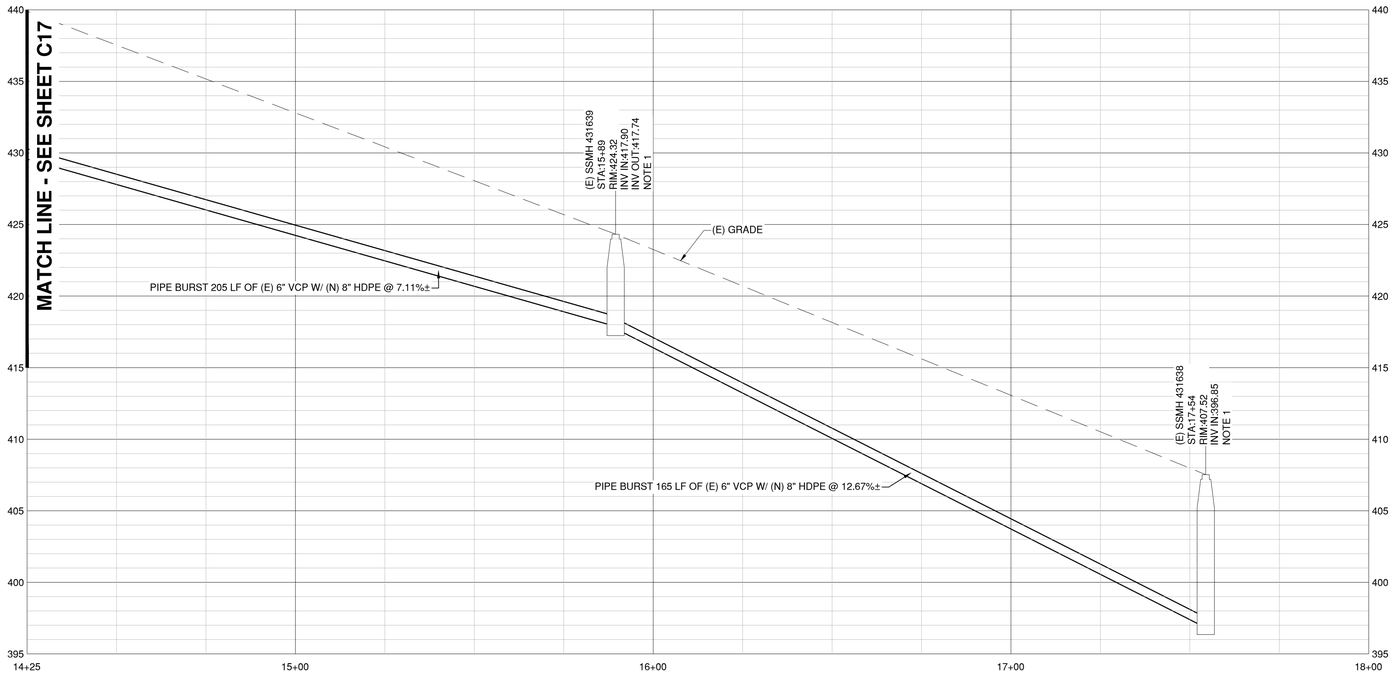
NOTES:

1. MODIFY MANHOLE PER (3/D1)
2. REPLACE MANHOLE CONNECTION PER DETAIL (5/D2).

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
431640	431639	14+26	RIGHT	RECONNECT	ROOTS
431640	431639	14+35	LEFT	RECONNECT	
431640	431639	14+76	RIGHT	RECONNECT	
431640	431639	14+89	LEFT	RECONNECT	
431640	431639	15+02	LEFT	RECONNECT	
431639	431638	16+90	RIGHT	ABANDON	CAPPED
431639	431638	16+91	RIGHT	RECONNECT	
431639	431638	17+28	LEFT	RECONNECT	



PLAN
SCALE: 1" = 20'



MONTE CRESTA - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
1			
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

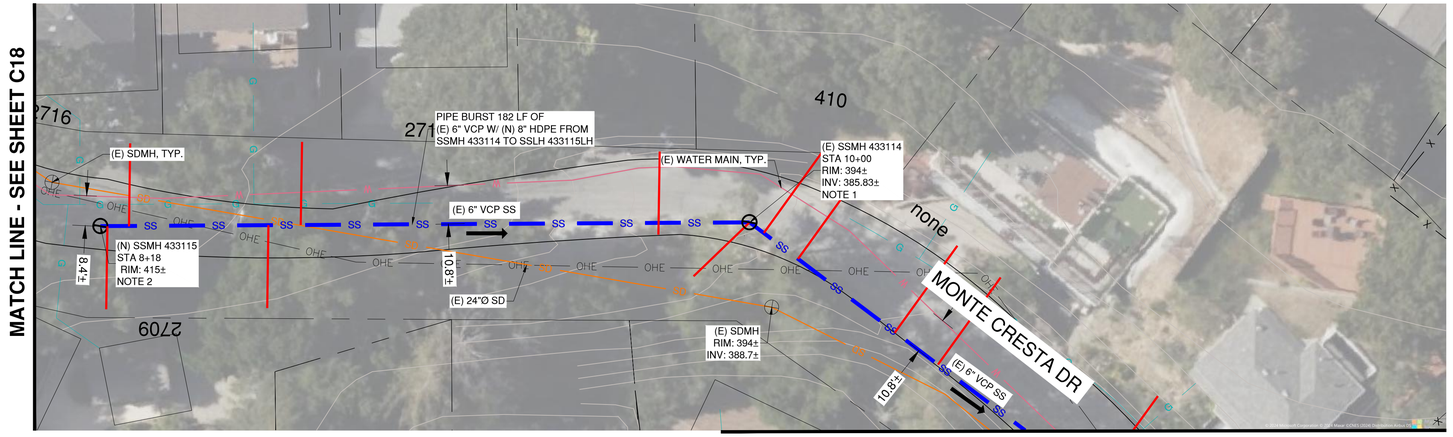
REGISTERED PROFESSIONAL ENGINEER — CIERAN L. PRICE — NO. 74914 — CIVIL — STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MONTE CRESTA DRIVE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C18

SHEET: 21 OF 29



PLAN
SCALE: 1" = 20'

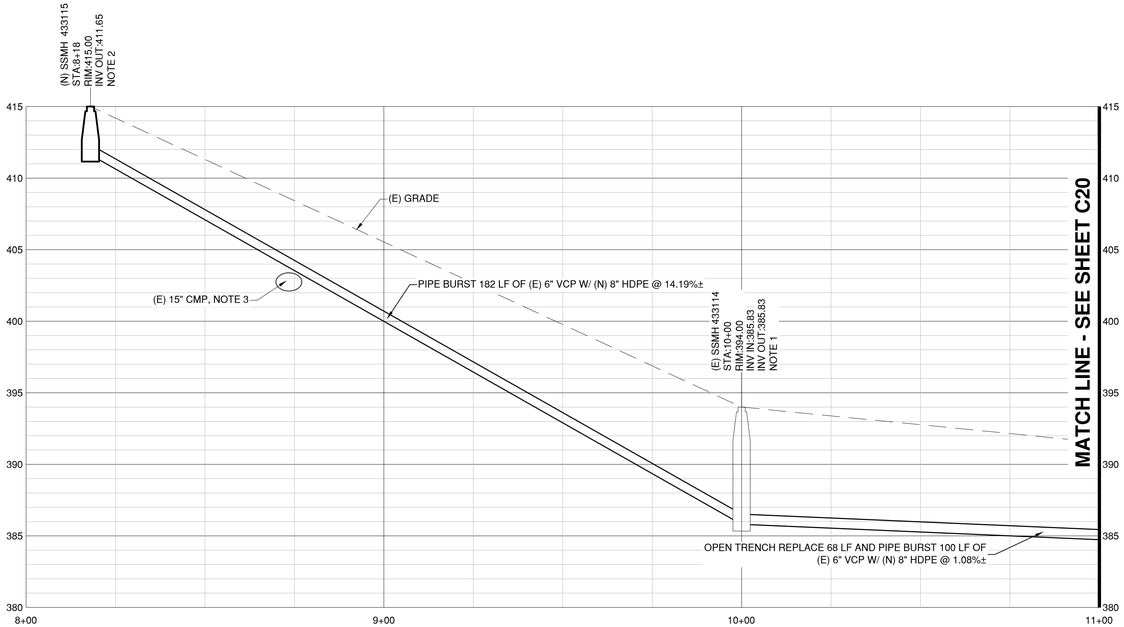


SCALE: 1 INCH = 20 FEET

NOTES:

1. MODIFY MANHOLE PER 3/D1
2. REMOVE EXISTING LAMPHOLE AND INSTALL NEW MANHOLE PER DETAIL 6/D2 & 8/D2
3. EXPOSE (E) STORM DRAIN DURING PIPE BURSTING AND INSTALL (N) CONCRETE SADDLE BETWEEN STORM AND SEWER PIPE PER 5/D3

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
433115	433114	8+20	RIGHT	RECONNECT	ROOTS
433115	433114	8+26	LEFT	RECONNECT	
433115	433114	8+67	RIGHT	RECONNECT	FILLED W/ ROOTS
433115	433114	8+76	LEFT	RECONNECT	
433115	433114	9+76	LEFT	RECONNECT	
433114	433113	10+04	LEFT	RECONNECT	
433114	433113	10+16	LEFT	RECONNECT	
433114	433113	10+50	LEFT	RECONNECT	PVC LATERAL
433114	433113	10+65	LEFT	RECONNECT	



MONTE CRESTA - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
1			
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

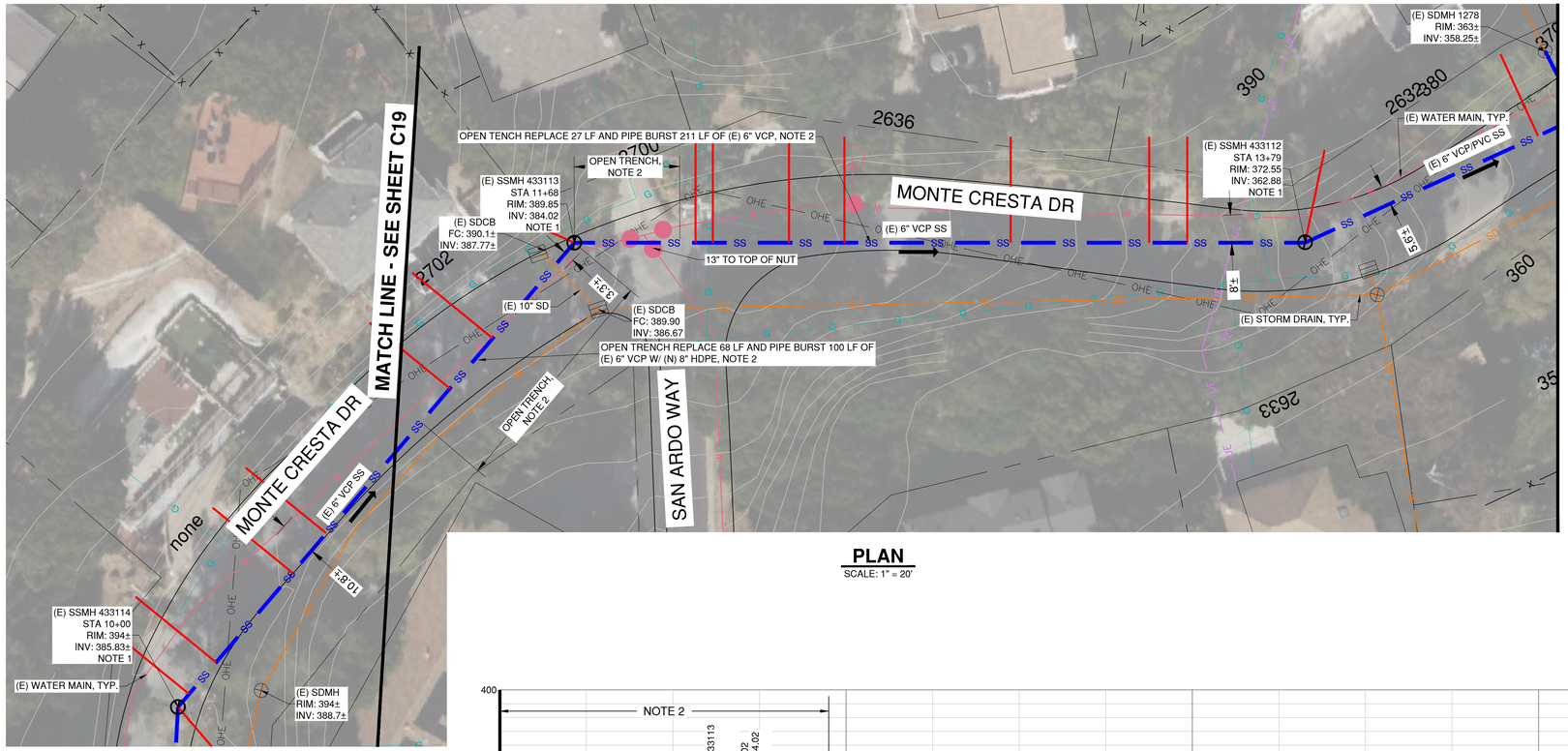
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MONTE CRESTA DRIVE

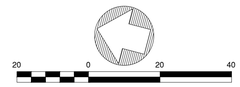
DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C19

SHEET: 22 OF 29



PLAN
SCALE: 1" = 20'

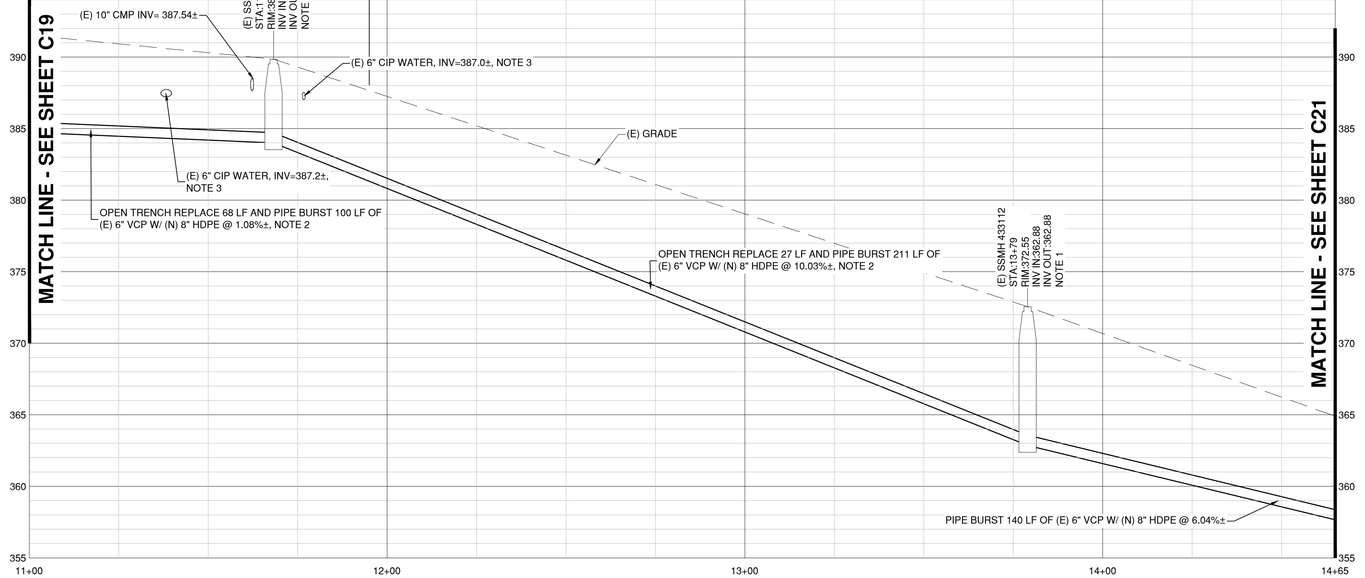


SCALE: 1 INCH = 20 FEET

NOTES:

1. MODIFY MANHOLE PER (3/D1)
2. STA 11+00± TO STA 11+95± WATER MAIN SEPARATION IS LESS THAN 5 FEET. COORDINATE W/ MPWD FOR WATER MAIN SHUT DOWN, OPEN TRENCH NEW REPLACE SEWER AND BACKFILL W/ CDF PER DETAIL (5/D1).
3. WRAP EXPOSED WATER MAIN WITH V-BIO POLYETHYLENE PRIOR TO BACKFILLING.

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
433114	433113	11+20	LEFT	RECONNECT	
433114	433113	11+39	LEFT	RECONNECT	PVC LATERAL
433113	433112	12+02	LEFT	RECONNECT	
433113	433112	12+07	LEFT	RECONNECT	
433113	433112	12+29	LEFT	RECONNECT	
433113	433112	12+45	LEFT	RECONNECT	FILLED W/ ROOTS
433113	433112	12+93	LEFT	RECONNECT	
433113	433112	13+33	LEFT	RECONNECT	
433113	433112	13+44	LEFT	RECONNECT	FILLED W/ ROOTS
433112	433111	14+53	LEFT	RECONNECT	



MONTE CRESTA - PROFILE
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

NO	REVISIONS	DATE	APPR
1			
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER
KIERAN L. PRICE
NO. 74911
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MONTE CRESTA DRIVE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

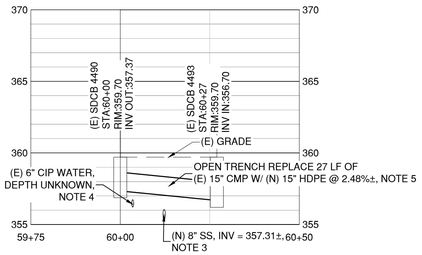
C20

SHEET: 23 OF 29

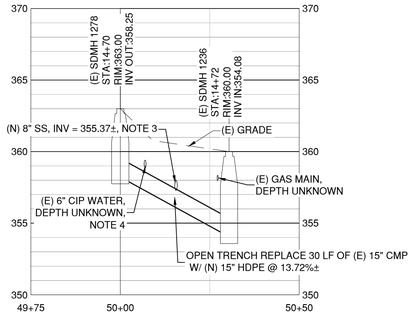
LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
433112	433111	15+07	LEFT	RECONNECT	
433112	433111	15+14	LEFT	RECONNECT	
433111	433110	15+59	LEFT	EXTEND	
433110	433110	16+07	LEFT	EXTEND	
433110	433109	16+39	LEFT	EXTEND	
433110	433109	16+71	RIGHT	RECONNECT	
433110	433109	16+90	LEFT	EXTEND	ROOTS
433110	433109	17+26	RIGHT	RECONNECT	
433110	433109	17+56	LEFT	EXTEND	PVC
433110	433109	17+71	RIGHT	RECONNECT	
433110	433109	18+01	RIGHT	RECONNECT	

NOTES:

1. MODIFY MANHOLE PER (3/D1).
2. CONTRACTOR SHALL USA SITE AND POTHOLE ALL POTENTIAL UTILITY CONFLICTS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL SUBMIT A POTHOLING REPORT TO THE CITY FOR REVIEW. CONTRACTOR SHALL REVIEW THE SITE W/ THE CITY TO MARK THE PROPOSED LOCATION OF THE NEW MANHOLES AND SEWER ALIGNMENT .
3. EXPOSE STORM DRAIN DURING PIPE BURSTING AND INSTALL (N) CONCRETE SADDLE BETWEEN STORM AND SEWER PIPE PER (5/D3).
4. INSTALL (N) CONCRETE SADDLE BETWEEN STORM AND WATER PIPE PER (5/D3).
5. BACKFILL W/ CDF PER DETAIL (5/D1).
6. ABANDON (E) MANHOLE AND SEWER PIPE PER (8/D3).
7. INSTALL TRENCH CUTOFF WALL PER (2/D1)

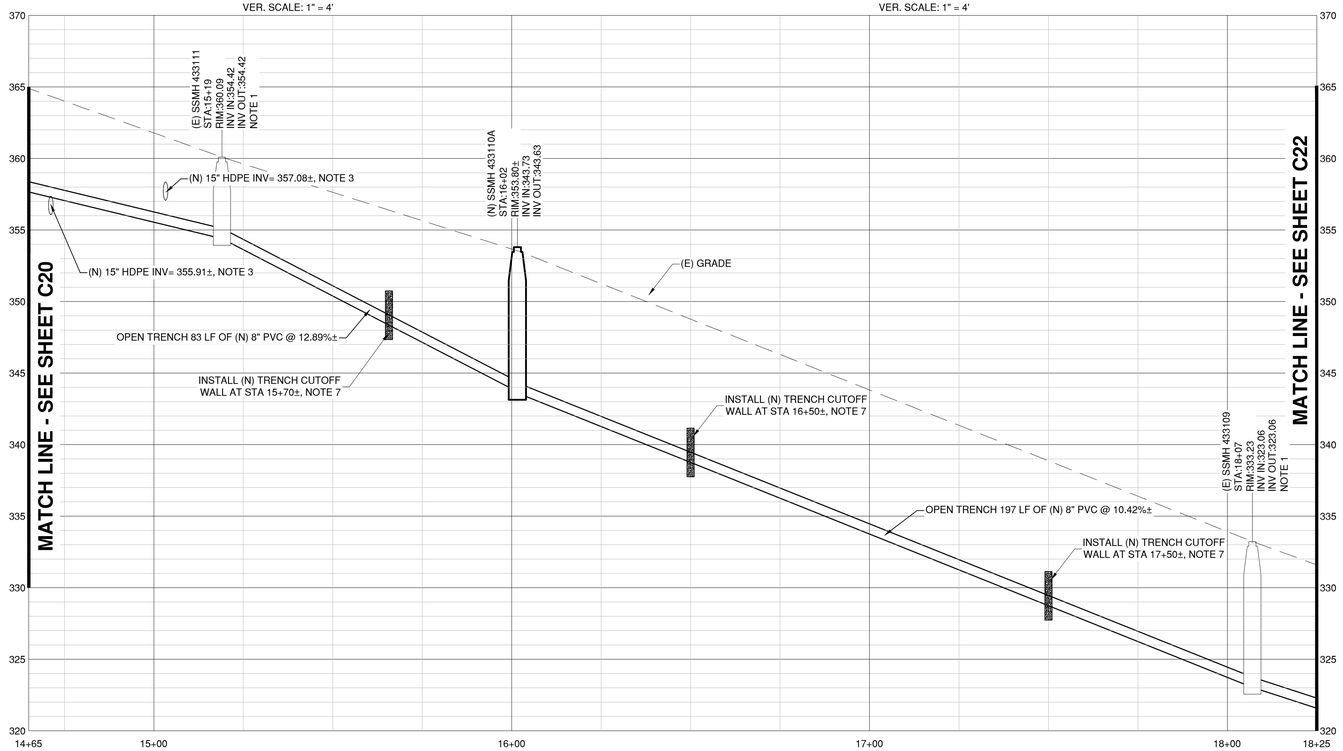


MONTE CRESTA - SD PROFILE



MONTE CRESTA - SD PROFILE

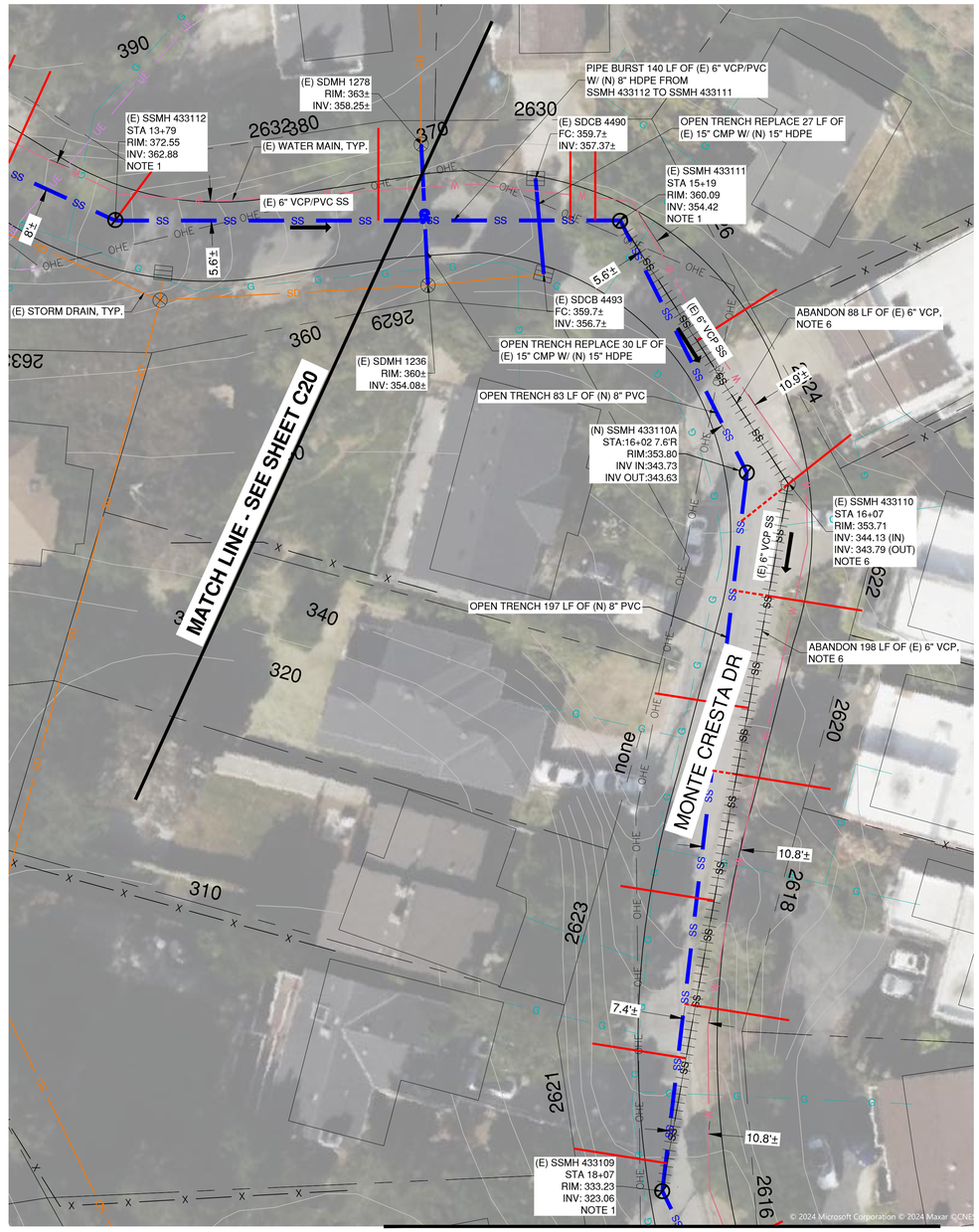
HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'



MONTE CRESTA - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

SCALE: 1 INCH = 20 FEET



MATCH LINE - SEE SHEET C22

PLAN

SCALE: 1" = 20'

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

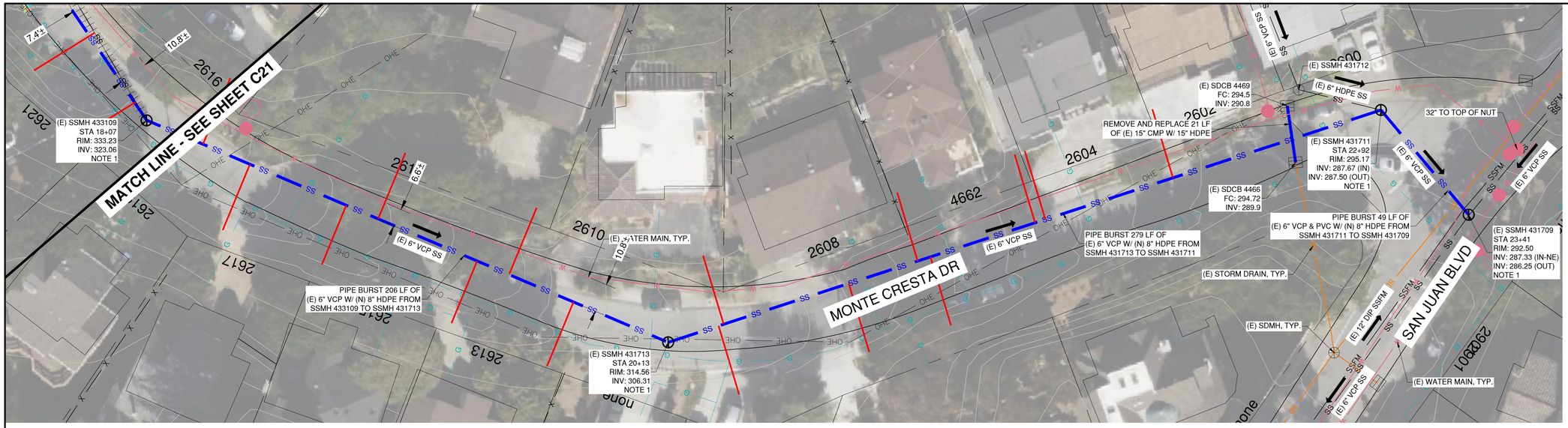
REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MONTE CRESTA DRIVE

DATE:	3/05/25
SCALE:	AS SHOWN
DESIGN:	CLP
DRAWN:	CLP
CHECKED:	BLS

C21

SHEET: 24 OF 29



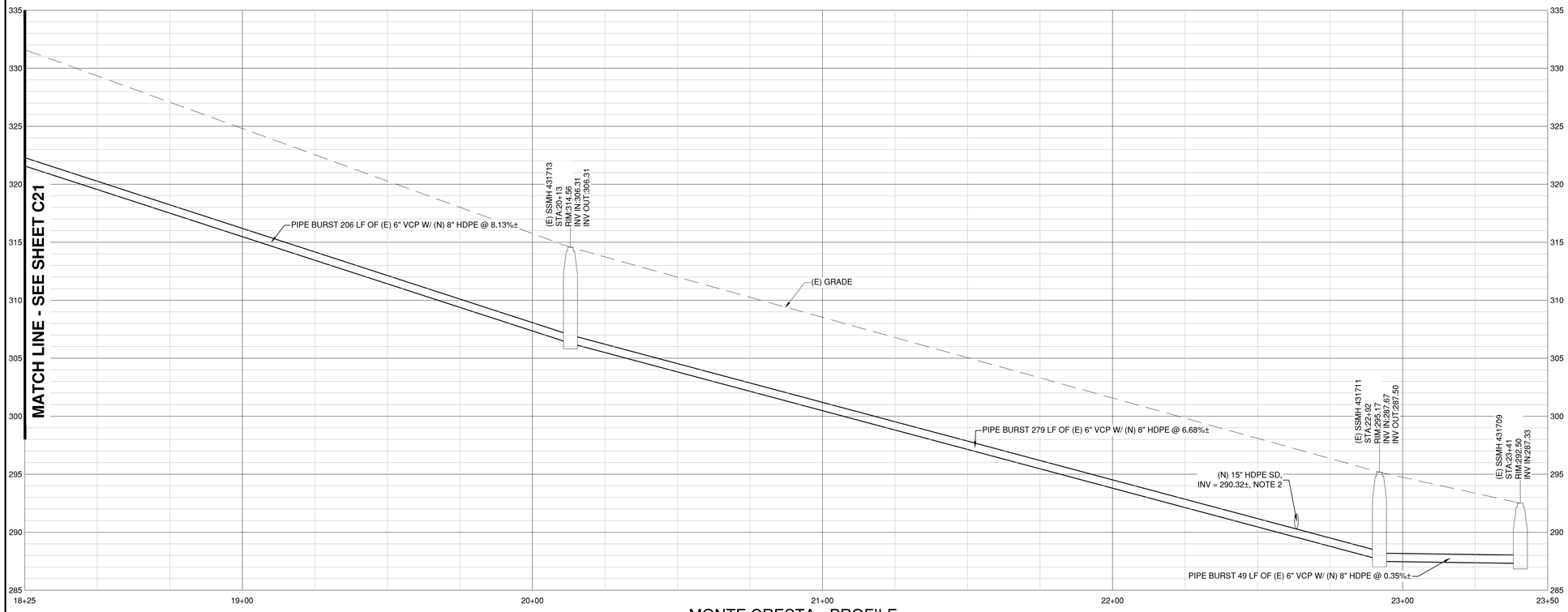
SCALE: 1 INCH = 20 FEET

NOTES:

1. MODIFY MANHOLE PER (3/D1).
2. INSTALL (N) CONCRETE SADDLE BETWEEN UTILITIES PER (5/D3)

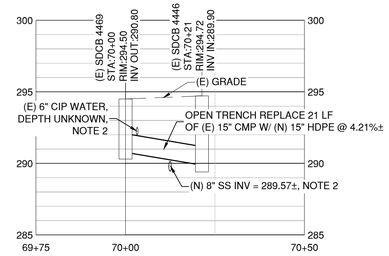
PLAN

SCALE: 1" = 20'



MONTE CRESTA - PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'



MONTE CRESTA - SD PROFILE

HOR. SCALE: 1" = 20'
VER. SCALE: 1" = 4'

LATERAL LOCATIONS					
UP MH	DO MH	STATION	SIDE	METHOD	NOTES
433109	431713	18+29	LEFT	RECONNECT	ROOTS
433109	431713	18+48	RIGHT	RECONNECT	
433109	431713	18+87	RIGHT	RECONNECT	ROOTS
433109	431713	19+00	LEFT	RECONNECT	
433109	431713	19+40	RIGHT	RECONNECT	ROOTS
433109	431713	19+53	LEFT	RECONNECT	
433109	431713	19+79	RIGHT	RECONNECT	
431713	431711	20+30	RIGHT	RECONNECT	ROOTS
431713	431711	20+32	LEFT	RECONNECT	
431713	431711	20+81	RIGHT	RECONNECT	FILLED W/ ROOTS
431713	431711	21+08	LEFT	RECONNECT	ROOTS
431713	431711	21+13	RIGHT	RECONNECT	FILLED W/ ROOTS
431713	431711	21+54	LEFT	RECONNECT	PVC
431713	431711	21+58	LEFT	RECONNECT	
431713	431711	22+08	LEFT	RECONNECT	

NO	REVISIONS	DATE	APPR
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
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SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER
CIERAN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
MONTE CRESTA DRIVE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C22

SHEET: 25 OF 29



20 0 20 40

SCALE: 1 INCH = 20 FEET

NOTES:

1. CONTRACTOR MAY ACCESS THE SITE FROM 3316 OR 3318 HASKINS DRIVE THROUGH GATED FENCES WITH HAND HELD EQUIPMENT AND FOOT TRAFFIC ONLY. CONTRACTOR MAY ALSO ACCESS SITE FROM THE (E) STREET GRATE LOCATION ALONG THE STEEP HILLSIDE. REFER TO APPENDIX A OF THE SPECIFICATIONS FOR ADDITIONAL INFORMATION.

2. CONTRACTOR SHALL ASSUME THE REMOVAL OF APPROXIMATELY 5 CF OF SEDIMENT NEEDS TO BE REMOVED PRIOR TO LINING AND AVERAGE COVER OF (N) PIPE WILL BE 6-FEET.

3. CONNECT (N) PIPE TO (E) PIPE PER DETAIL 4/D3. CONNECT (N) PIPE TO (E) SDMH AND FILL VOIDS AROUND CONNECTION W/ NON-SHRINK GROUT.

PLAN
SCALE: 1" = 20'

NO	REVISIONS	DATE	APPR
1			
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CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

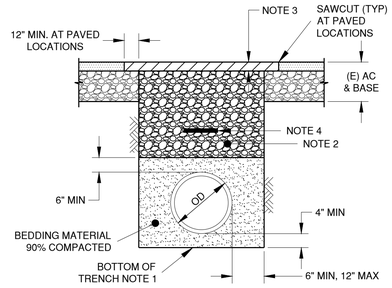
REGISTERED PROFESSIONAL ENGINEER
DARREN L. PRICE
NO. 74914
CIVIL
STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
3318 HASKINS DRIVE

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

C23

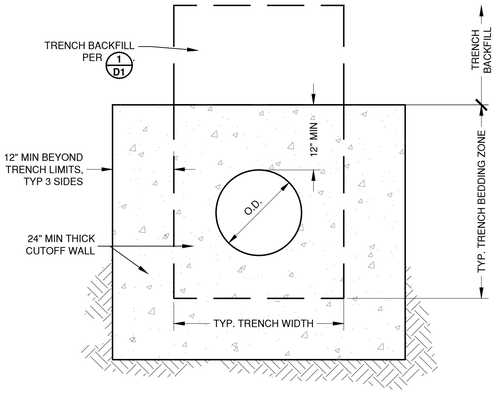
SHEET: 26 OF 29



NOTES:

1. IF SOFT SOILS ARE ENCOUNTERED EXCAVATE 12" BELOW PIPE AND INSTALL GEOTEXTILE FABRIC PER SPECIFICATION SECTION 02200.
2. STREET AREAS: CL 2 AB 95% COMPACTED. UNIMPROVED AREAS: CL 2 AB OR APPROVED NATIVE MATERIAL 90% COMPACTED.
3. IN PAVED AREAS: 4" AC OR MATCH EXISTING PAVEMENT THICKNESS WHICHEVER IS GREATER. UNIMPROVED AREAS: 12" NATIVE MATERIAL.
4. DETECTABLE WARNING TAPE 14" ABOVE PIPE. (2 / D1)
5. INSTALL TRENCH CUTOFF WALL EVERY 100' PER AT ALL OPEN TRENCH LOCATIONS, UNLESS INDICATED OTHERWISE.

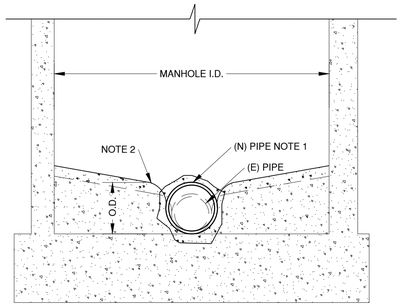
STANDARD TRENCH 1 / D1
SCALE: NTS



CUTOFF WALL NOTES:

1. PLACE CUTOFF WALL EVERY 50' AT OPEN TRENCH LOCATIONS.
2. CUTOFF WALL TO EXTEND 12" PAST TRENCH LIMITS AND BE AT LEAST 24" THICK.
3. CUTOFF WALL SHALL BE A BLENDED MIXTURE OF 1-PART FREE DRAINING SAND AND 1-PART DRY MIX CEMENT MIXED WITH WATER. WATER TO CEMENT RATIO SHALL BE LESS THAN 0.3, RESULTING IN A "DRY" MIX THAT IS HAND COMPACTED AROUND THE PIPE.

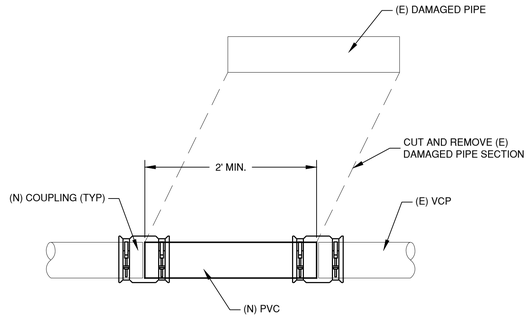
TRENCH CUTOFF WALL 2 / D1
SCALE: NTS



NOTES:

1. REMOVE PORTION OF (E) MH WALL TO ALLOW INSERTION OF (N) PIPE. INSTALL WATERSTOP AROUND NEW CONNECTION. FILL VOIDS W/ NON-SHRINK GROUT.
2. REMOVE PORTION OF (E) TROUGH & BENCH TO ALLOW FOR (N) PIPE. BUILD UP BENCH & REFORM TROUGH FOR (N) PIPE W/ GROUT. SLOPE BENCH AT 1/2" PER FOOT TOWARDS CHANNEL.

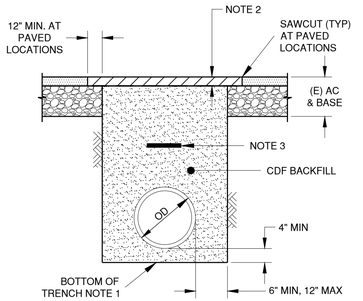
MANHOLE MODIFICATION 3 / D1
SCALE: NTS



NOTES:

1. EXCAVATIONS SHALL BE BACKFILLED PER DETAIL (1 / D1).
2. LOCATIONS WHERE SEWER MAIN SPOT REPAIR IS WITHIN 2 FT OF AN ACTIVE LATERAL, REPLACE LATERAL CONNECTION PER DETAIL (4 / D2).
3. SPOT REPAIRS INCLUDE ALL REPAIR UP TO 5-FEET IN LENGTH. LONGER REPAIRS ARE CLASSIFIED AS OPEN TRENCH REPAIRS.

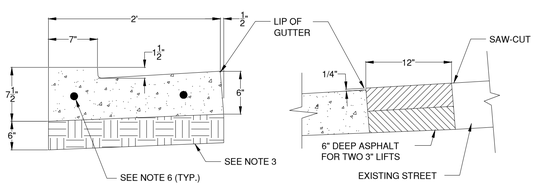
SPOT REPAIR 4 / D1
SCALE: NTS

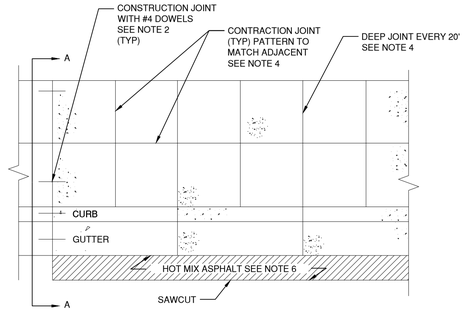


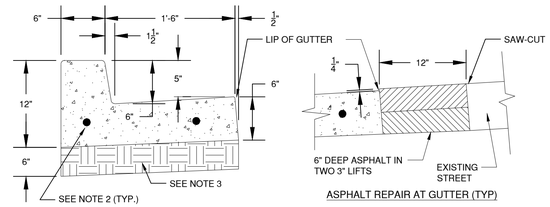
NOTES:

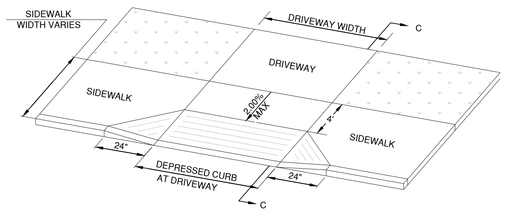
1. IF SOFT SOILS ARE ENCOUNTERED EXCAVATE 12" BELOW PIPE AND INSTALL GEOTEXTILE FABRIC PER SPECIFICATION SECTION 02200.
2. IN PAVED AREAS: 4" AC OR MATCH EXISTING PAVEMENT THICKNESS WHICHEVER IS GREATER. UNIMPROVED AREAS: 12" NATIVE MATERIAL.
3. DETECTABLE WARNING TAPE 14" ABOVE PIPE.

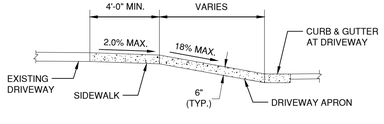
CDF TRENCH 5 / D1
SCALE: NTS





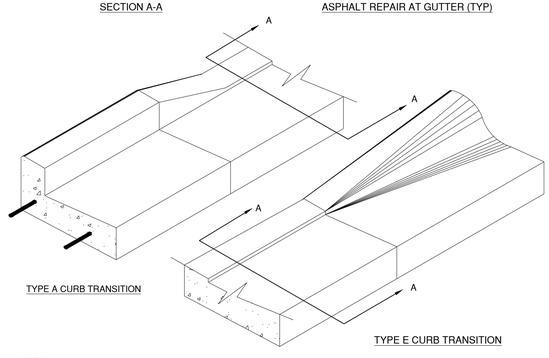






SECTION C-C

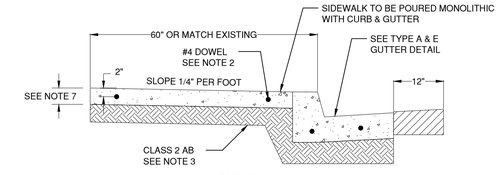
DRIVEWAY APPROACH 6 / D1
SCALE: NTS



NOTES:

1. PRIOR TO BEGINNING ANY WORK, AN ENCROACHMENT PERMIT SHALL BE OBTAINED.
2. 6" MINIMUM CLASS 2 A.B. COMPACTED TO 90%.
3. 1/2" DEEP CONTRACTION JOINTS AT 20', 1/4"DEEP CONTRACTION JOINTS AT 10'.
4. ALL CONCRETE SHALL BE 6 SACK 3/4"WITH ONE POUND OF LAMP BLACK PER CUBIC YARD. FINISH TO BE UNIFORM FINE BROOMED TEXTURE.
5. ASPHALT TO BE HOT MIX ASPHALT 1/2" FINE.
6. 12" #4 REBAR DOWLS, 6" MINIMUM DEPTH INTO EXISTING SIDEWALK, CURB & GUTTER. DO NOT DOWEL PRIVATE IMPROVEMENTS INTO PUBLIC IMPROVEMENTS.

DRIVEWAY APPROACH CURB 7 / D1
SCALE: NTS

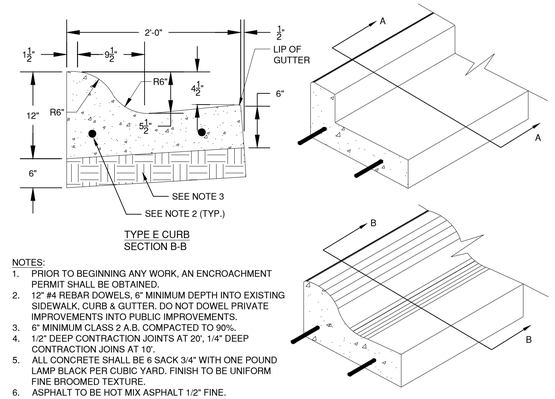


SECTION A-A

NOTES:

1. PRIOR TO BEGINNING ANY WORK, AN ENCROACHMENT PERMIT SHALL BE OBTAINED.
2. 12" #4 REBAR DOWELS, 6" MINIMUM DEPTH INTO EXISTING OR NEW SIDEWALK. DO NOT DOWEL PRIVATE IMPROVEMENTS INTO PUBLIC IMPROVEMENTS.
3. 6" MINIMUM CLASS 2 A.B. COMPACTED TO 90%.
4. 1/2" DEEP CONTRACTION JOINTS AT 20', 1/4" DEEP CONTRACTION JOINTS AT 10' SIDEWALK SHALL BE SCORED TO MATCH CONTIGUOUS EXISTING SIDEWALK.
5. ALL CONCRETE SHALL BE 6 SACK 3/4" WITH ONE POUND OF LAMP BLACK PER CUBIC YARD. FINISH TO BE UNIFORM FINE BROOMED TEXTURE.
6. ASPHALT TO BE HOT MIX ASPHALT 1/2" FINE.
7. 4" THICK SIDEWALK FOR VERTICAL CURB, 6" THICK SIDEWALK FOR ROLLED CURB.

CURB, GUTTER, & SIDEWALK 8 / D1
SCALE: NTS



TYPE A CURB SECTION A-A

NOTES:

1. PRIOR TO BEGINNING ANY WORK, AN ENCROACHMENT PERMIT SHALL BE OBTAINED.
2. 12" #4 REBAR DOWELS, 6" MINIMUM DEPTH INTO EXISTING SIDEWALK, CURB & GUTTER. DO NOT DOWEL PRIVATE IMPROVEMENTS INTO PUBLIC IMPROVEMENTS.
3. 6" MINIMUM CLASS 2 A.B. COMPACTED TO 90%.
4. 1/2" DEEP CONTRACTION JOINTS AT 20', 1/4" DEEP CONTRACTION JOINS AT 10'.
5. ALL CONCRETE SHALL BE 6 SACK 3/4" WITH ONE POUND LAMP BLACK PER CUBIC YARD. FINISH TO BE UNIFORM FINE BROOMED TEXTURE.
6. ASPHALT TO BE HOT MIX ASPHALT 1/2" FINE.
7. UNLESS OTHERWISE NOTED, ALL RADII TO BE 1/2".

CURB & GUTTER 9 / D1
SCALE: NTS

NO	REVISIONS	DATE	APPR
1			
2			
3			
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7			

CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

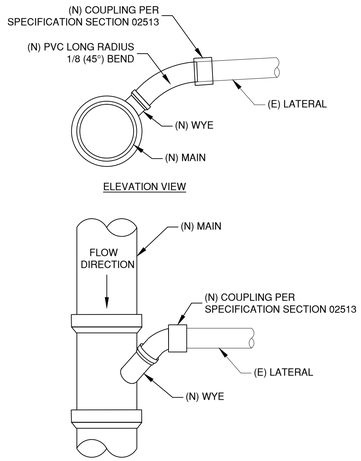
REGISTERED PROFESSIONAL ENGINEER — KIERAN L. PRICE — NO. 74918 — CIVIL — STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
DETAILS

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

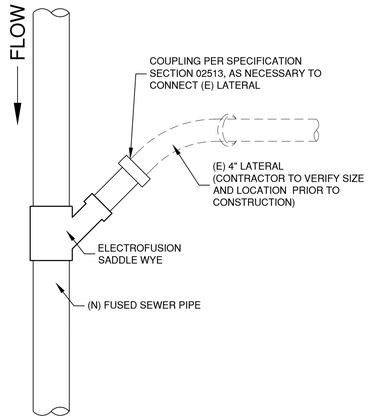
D1

SHEET: 27 OF 29

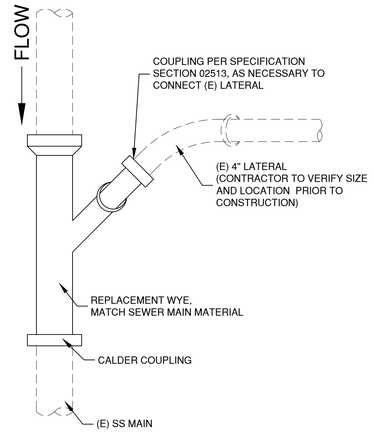


SEWER LATERAL 1 D2

SCALE: NTS



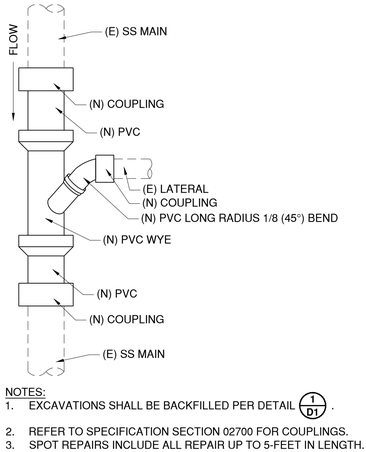
NOTE:
1. CONNECT TO MAIN W/ ELECTROFUSION SADDLE WYE PER SPECIFICATION SECTION 02345.
2. LATERAL CONNECTIONS MAY BE LOCATED IN FENCED PROPERTIES. COORDINATE ACCESS WITH THE CITY.
3. ACCESS TO LATERAL CONNECTIONS LOCATIONS IS LIMITED, WORK TOOLS MAY BE LIMITED TO HAND CARRIED EQUIPMENT.
4. RESTORE DISTURBED LANDSCAPING AND/OR IMPROVEMENTS TO PRE-CONSTRUCTION CONDITIONS.



NOTE:
1. LATERAL CONNECTIONS MAY BE LOCATED IN FENCED PROPERTIES. COORDINATE ACCESS WITH THE CITY.
2. ACCESS TO LATERAL CONNECTIONS LOCATIONS IS LIMITED, WORK TOOLS MAY BE LIMITED TO HAND CARRIED EQUIPMENT.
3. RESTORE DISTURBED LANDSCAPING AND/OR IMPROVEMENTS TO PRE-CONSTRUCTION CONDITIONS.

BURSTING - LATERAL RE-CONNECTION 2 D2

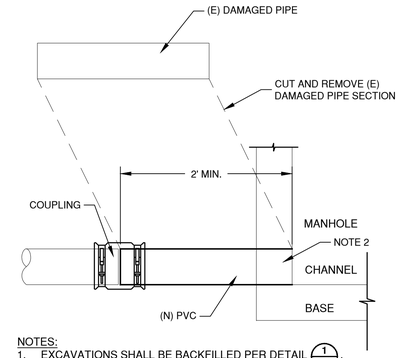
SCALE: NTS



NOTES:
1. EXCAVATIONS SHALL BE BACKFILLED PER DETAIL 1/D1.
2. REFER TO SPECIFICATION SECTION 02700 FOR COUPLINGS.
3. SPOT REPAIRS INCLUDE ALL REPAIR UP TO 5-FEET IN LENGTH. LONGER REPAIRS ARE CLASSIFIED AS OPEN TRENCH REPAIRS.

SPOT REPAIR AT LATERAL 4 D2

SCALE: NTS



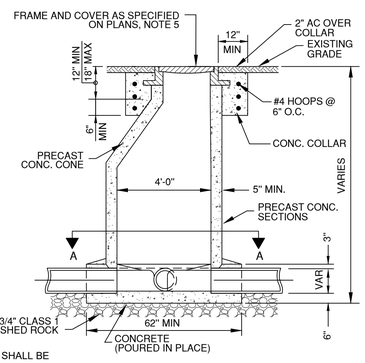
NOTES:
1. EXCAVATIONS SHALL BE BACKFILLED PER DETAIL 1/D1.
2. CONNECT (N) PIPE W/ (E) MANHOLE PER 3/D1 SIMILAR.
3. SPOT REPAIRS INCLUDE ALL REPAIR UP TO 5-FEET IN LENGTH. LONGER REPAIRS ARE CLASSIFIED AS OPEN TRENCH REPAIRS.

SPOT REPAIR AT MANHOLE CONNECTION 5 D2

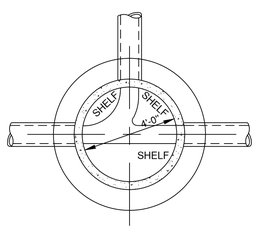
SCALE: NTS

LATERAL REPAIR 3 D2

SCALE: NTS



SECTIONAL ELEVATION

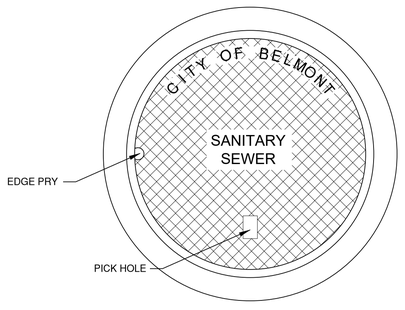


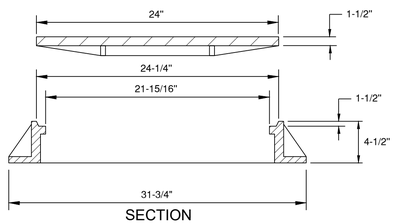
SECTION A-A

NOTES:
1. NEW MANHOLES SHALL BE ECCENTRIC WHEREVER POSSIBLE. EXISTING MANHOLES ARE CONCENTRIC UNLESS OTHERWISE NOTED ON THE PLANS.
2. TAPER "SHELF" 1" PER FOOT TOWARDS CHANNEL.
3. REFER TO SPECIFICATIONS FOR MANHOLE PIPE CONNECTION.
4. IN UNPAVED AREAS, MANHOLE RIM SHALL BE PLACED APPROXIMATELY 6" ABOVE GRADE W/ A 6" CONCRETE RING TAPERED AT 3:1 SLOPE FROM THE TOP TO THE OUTSIDE EDGE OF THE COLLAR TO THE GROUND SURFACE.
5. CONE SECTION SHALL MATCH THE DIMENSIONS OF THE MANHOLE FRAME AND COVER ON THE PLANS.

PRE-CAST MANHOLE 6 D2

SCALE: NTS



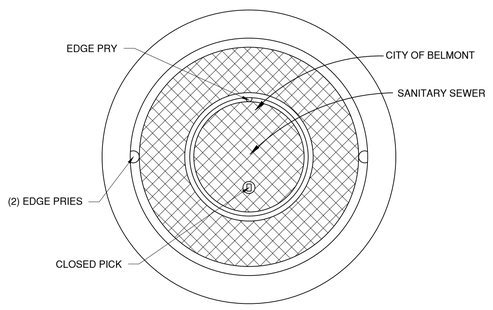


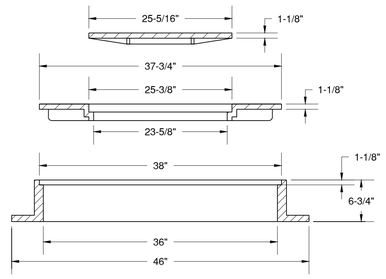
SECTION

NOTE: D& L FOUNDRY MODEL A-1024 OR APPROVED EQUAL. 36-INCH FRAME AND COVER SHALL BE USED ON ALL NEW MANHOLES. 24-INCH FRAME AND COVER SHALL BE USED TO REPLACE EXISTING MANHOLE FRAME AND COVERS.

24" MANHOLE FRAME & COVER 7 D2

SCALE: NTS

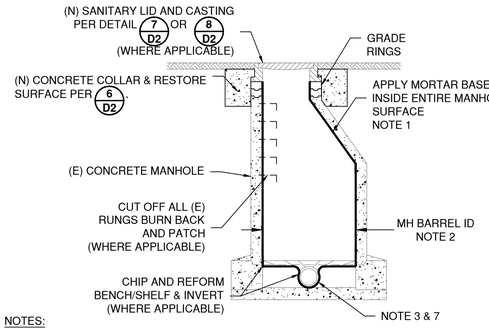




FRAME: D&L A-1462 OR APPROVED EQUAL
OUTER COVER: D&L A-1462-R5 OR APPROVED EQUAL
INNER COVER: D&L A-1024 OR APPROVED EQUAL

36" MANHOLE FRAME & COVER 8 D2

SCALE: NTS



NOTES:
1. CONTRACTOR SHALL COAT ALL INTERIOR CONCRETE, BRICK, OR MORTAR SURFACES INSIDE OF MANHOLE INCLUDING WALLS, CONES, BASE, AND CHANNEL WITH A 1-INCH MINIMUM COATING THICKNESS, UNLESS OTHERWISE NOTED. MINIMUM COATING THICKNESS SHALL BE MEASURED FROM THE FLAT SURFACE OF THE EXISTING MANHOLE. CONTRACTOR SHALL CLEAN AND PREPARE ALL SURFACES IN ACCORDANCE WITH COATING MANUFACTURER'S RECOMMENDATIONS AND PER SPECIFICATION SECTION 09900. PERFORM TESTING IN ACCORDANCE WITH SPECIFICATIONS SECTION 099000.
2. REPAIR DETERIORATED SURFACES INSIDE OF MANHOLE WITH HYDRAULIC CEMENT MORTAR IN CONFORMANCE WITH COATING MANUFACTURER RECOMMENDATIONS. THE REPAIR MATERIAL THICKNESS SHALL BE SUCH THAT THE NEW MATERIAL SURFACE MATCHES THE MANHOLE'S ORIGINAL INSIDE DIAMETER, OR AS DIRECT BY THE CITY OR ITS REPRESENTATIVES.
3. PERFORM TESTING OF EXISTING SURFACE PRIOR TO PLACING HYDRAULIC CEMENT IN ACCORDANCE WITH HYDRAULIC CEMENT MANUFACTURER'S RECOMMENDATIONS AND SPECIFICATION SECTION 09900.
4. CONTRACTOR SHALL COMPLY WITH ALL CAL-OSHA CONFINED SPACE ENTRY REQUIREMENTS.
5. PERFORM BYPASS PUMPING AS REQUIRED AND IN ACCORDANCE WITH SPECIFICATION SECTION 01120.
6. WHERE REQUIRED, CONTRACTOR SHALL REPAIR EXISTING CHANNEL AND BASE PRIOR TO INSTALLING COATING MATERIAL. FORM A SMOOTH CHANNEL AND MINIMIZE DISTURBANCE TO FLOW.
7. CONTRACTOR SHALL CHIP OUT AND REPAIR EXISTING INVERT PRIOR TO INSTALLING COATING MATERIAL, SO THAT FINISHED INVERT SURFACES MATCH EXISTING INVERT. CHANNEL SHALL BE SMOOTH AND MINIMIZE DISTURBANCE TO FLOW.
8. MANHOLE REHABILITATION SHALL BE DONE IN ACCORDANCE TO THESE NOTES AND SPECIFICATION SECTION 09900.

MANHOLE REHABILITATION DETAIL 9 D2

SCALE: NTS

NO	REVISIONS	DATE	APPR
1			
2			
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7			

CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

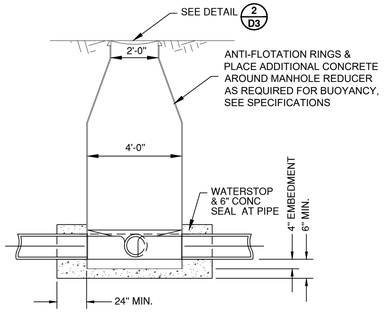
REGISTERED PROFESSIONAL ENGINEER — CIERAN L. PRICE — NO. 74914 — CIVIL — STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
DETAILS

DATE:	3/05/25
SCALE:	AS SHOWN
DESIGN:	CLP
DRAWN:	CLP
CHECKED:	BLS

D2

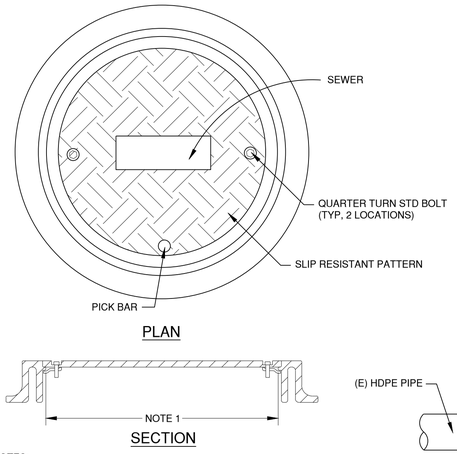
SHEET: 28 OF 29



NOTES:

1. DETAIL IS FOR AN OPEN BOTTOM FIBERGLASS MANHOLE. CONTRACTOR'S OPTION TO USE A CLOSED BOTTOM FIBERGLASS MANHOLE INSTALLED IN ACCORDANCE W/ THE MANUFACTURER'S INSTRUCTIONS.
2. TAPER "SHELF" 1/2" PER FOOT TOWARDS CHANNEL.
3. REFER TO SPECIFICATIONS FOR MANHOLE PIPE CONNECTION.
4. AT SLOPE LESS THAN 1V:5H - PLACE COVER FLUSH W/ (E) GRADE. AT SLOPES BETWEEN 1V:5H TO 1V:2H - PLACE COVER LEVEL W/ HIGHEST ELEVATION 18" FROM MH. AT SLOPES GREATER THAN 1V:2H - PLACE COVER LEVEL W/ HIGHEST ELEVATION 36" FROM MH.

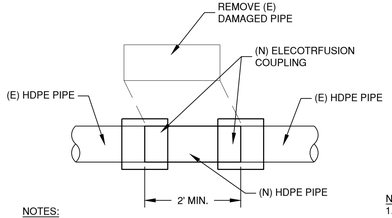
FRP MANHOLE 1 D3
SCALE: NTS



NOTES:

1. CLEAR OPENING SHALL BE 24" MIN.
2. FRAME & LID SHALL BE PEDESTRIAN RATED. INSTALL OUTSIDE OF ROADWAYS, DRIVEWAYS, AND UNPROTECTED SHOULDERS.
3. FIBER REINFORCED PLASTIC LID & FRAME SHALL BE GMI COMPOSITES OR APPROVED EQUAL.

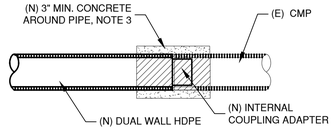
FRP FRAME & COVER 2 D3
SCALE: NTS



NOTES:

1. EXCAVATIONS SHALL BE BACKFILLED PER DETAIL 1 D1.

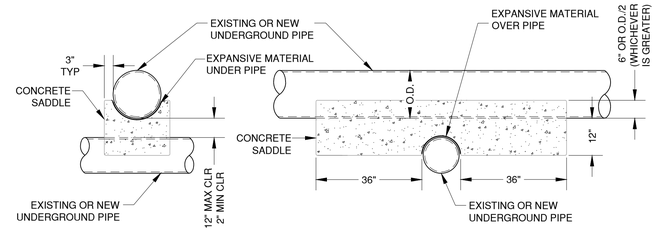
HDPE SPOT REPAIR 3 D3
SCALE: NTS



NOTES:

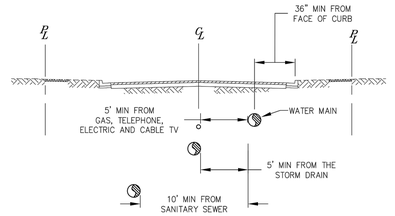
1. EXCAVATIONS SHALL BE BACKFILLED PER DETAIL 1 D1.
2. WRAP JOINTS W/ NON-WOVEN GEOTEXTILE. GEOTEXTILE SHALL EXTEND 6" MIN. BEYOND JOINT.
3. EXTEND CONCRETE 6" MIN. BEYOND (N) JOINTS. CONCRETE SHALL BE CLASS A PER SPECIFICATION SECTION 03300 OR HIGH STRENGTH SAKRETE.

SD PIPE CONNECTION 4 D3
SCALE: NTS

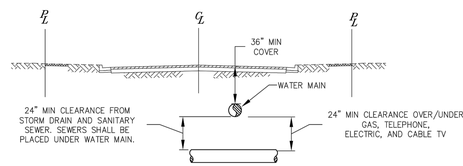


NOTES:
1. INSTALL CONCRETE SADDLE AT EACH LOCATION WHERE A NEW UNDERGROUND UTILITY CROSSES IN EXISTING UNDERGROUND UTILITY WITH LESS THAN 12" CLEARANCE. MINIMUM ALLOWABLE CLEARANCE IS 2".
2. INSTALL V-BIO POLYETHYLENE WRAP AROUND ALL EXPOSED WATER MAINS.

CONCRETE SADDLE 5 D3
SCALE: NTS



MINIMUM REQUIRED HORIZONTAL CLEARANCE FROM WATER MAIN



MINIMUM REQUIRED VERTICAL CLEARANCE FROM WATER MAIN AT CROSSINGS

NOTES
1. ANY DEVIATION FROM THESE REQUIREMENTS REQUIRES WRITTEN APPROVAL FROM THE DISTRICT.
2. ALL CROSSINGS SHALL BE AT 45° TO 90°.
3. NO CONNECTION JOINTS SHALL BE MADE IN THE WATER MAIN WITHIN EIGHT HORIZONTAL FEET OF THE STORM DRAIN AND SANITARY SEWER PIPELINE.
4. 12" CLEARANCE BETWEEN THE OUTER SURFACE OF NEAR STRUCTURES SUCH AS CATCH BASINS, DRAIN INLETS, AND THE EDGE OF THE TRENCH IS REQUIRED.

MINIMUM PIPE SEPARATION REQUIREMENTS
REV. 01/29 05/14

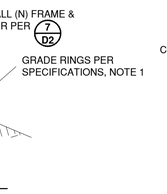
MID-PENINSULA WATER DISTRICT

Approved by: Tammy Rudock, General Manager

Joubin Pakpour, District Engineer, RCE No. 59155

STD. NO. MP-19

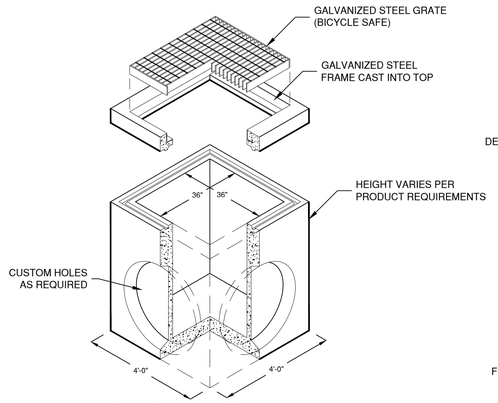
SEPARATION REQUIREMENTS 9 D3
SCALE: NTS



NOTES:

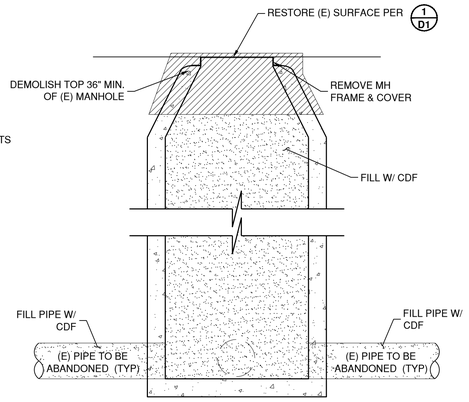
1. RAISE (E) MH TO A HEIGHT THAT WILL AVOID FUTURE POTENTIAL BURIAL AS DIRECTED BY THE CITY.

RAISE MANHOLE 6 D3
SCALE: NTS

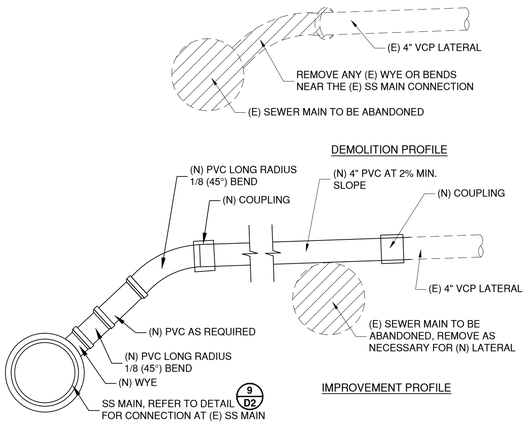


H-20 TRAFFIC RATED IN ALL STREET AND PARKING AREAS AND PEDESTRIAN RATED IN ALL OTHER AREAS.

3'X3' INLET 7 D3
SCALE: NTS



SEWER ABANDONMENT 8 D3
SCALE: NTS



NOTES:

1. EXCAVATIONS SHALL BE BACKFILLED PER DETAIL 1 D1.
2. REFER TO SPECIFICATION SECTION 02700 FOR COUPLINGS.
3. LATERAL SIZE AND MATERIAL IS BASED ON CCTV INSPECTION. CONTRACTOR SHALL CONFIRM (E) PIPE MATERIAL AND SIZE.

LATERAL EXTENSION 9 D3
SCALE: NTS

NO	REVISIONS	DATE	APPR
1			
2			
3			
4			
5			
6			
7			

CITY OF BELMONT PUBLIC WORKS

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS
2200 RANGE AVE, SUITE 201
SANTA ROSA, CA 95403
(707)548-4848

REGISTERED PROFESSIONAL ENGINEER — CIERAN L. PRICE — NO. 74914 — CIVIL — STATE OF CALIFORNIA
03/05/25

DEPT. OF PUBLIC WORKS CCN 2025-636
CITY OF BELMONT
2025 SEWER REHABILITATION PROJECT
DETAILS

DATE: 3/05/25
SCALE: AS SHOWN
DESIGN: CLP
DRAWN: CLP
CHECKED: BLS

D3

SHEET: 29 OF 29

CITY OF BELMONT
CONTRACT DOCUMENTS

2025 SEWER REHABILITATION PROJECT

Contract Number 2025-636

Approved by _____

Nisha Patel, PE - Public Works Director

INVITATION FOR SEALED BIDS

The City of Belmont invites sealed bids for public project construction described as: **2025 Sewer Rehabilitation Project, City Contract Number 2025-636**. The public project construction is more specifically defined in the Contract Documents, but generally includes the following items of work: open trench replacement and installation of new sanitary sewer main and storm drain, installation of new manholes, removal of ladder rungs and coating of existing manholes, abandonment of existing sewer, extending existing laterals to sewer main, and other items as identified in the Contract Documents (the "Work").

1. SOURCE OF PROJECT FUNDS: This Project **DOES NOT** involve federal funds.

2. PRE-BID CONFERENCE: None

3. BID SUBMITTAL, WITHDRAWAL, IRREVOCABILITY: Bids must be submitted on the bid forms supplied by the City. In order to maintain physical distancing requirements, the Contractors are requested to drop off sealed proposals at the Suite 360 at the Belmont City Hall located at 1 Twin Pines Lane, Belmont, CA 94002 (hereinafter the City) on April 23, 2025, between 1:00 PM – 2:00 PM local time. Any mailed delivery of sealed bid proposals must be confirmed with the City of Belmont, City Clerk's Office at (650) 595-7414, jplut@belmont.gov The Bids will be publicly open at 2:00 PM on April 23, 2025 ("Bid Deadline"), at the Suite 360. Bids received after the bid deadline will not be accepted. It is the bidder's responsibility to ensure that its bid package is duly delivered. Bidders are solely responsible for the cost of preparing their bids. No bidder may withdraw its bid for a period 60 days after the date set for bid opening, except as provided in Public Contract Code Section 5101 *et seq.*

4. ENGINEER'S ESTIMATE: The Engineer's estimated total construction cost for this Contract is $2,330,000. This estimate is intended to serve merely as a guideline of the magnitude of work. Neither the bidders nor the contractor shall be entitled to claims because of any inaccuracy in the estimated cost range.

5. CONTRACT TIME; LIQUIDATED DAMAGES: The construction Work is to be completed within a total of 95 working days. The City will assess liquidated damages in the amount of $3,500 for each and every working day of delay in finishing the work in excess of the contract construction time.

6. REQUIRED CONTRACTOR'S LICENSE(S): Under Business & Professions Code Section 7028.15 and Public Contract Code Section 3300, all bidders must possess proper licenses for the performance of the work contemplated by the Project except as provided herein. Failure to possess the specified license(s) at the time of bidding will render the bid non-responsive. Contractors must possess a valid California class A contractor's license for this contract. Firms bidding as a joint venture must secure a joint venture license before award of this contract. Firms bidding on projects involving federal funds must secure a license before award of this contract.

7. DEPARTMENT OF INDUSTRIAL RELATIONS REGISTRATION REQUIRED: As provided in Labor Code Section 1771.1, the Bidder and all subcontractors listed on the bid proposal must be registered with the Department of Industrial Relations under Labor Code section 1725.5 at the time the bid is submitted, except as provided herein. Failure to be timely registered will render the bid non-responsive. If submitting a bid as part of a joint venture authorized by Business and Professions Code Section 7029.1 or for a Project involving federal funds, the Bidder's registration may be secured up to the time of contract

awarded. No contractor or subcontractor may be awarded a contract for the project unless registered with the Department of Industrial Relations under Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

8. CONTRACT DOCUMENTS: Bidders may obtain the bidding documents including Plans and Specifications in electronic format at Peninsula Builders Exchange, or local Plan Rooms. Hard copy bid documents are not available at this time.

9. BONDS AND INSURANCE: Bid security in the amount of ten percent (10%) of the Bid Amount must accompany the Bid in accordance with Public Contract Code Section 20170. After award of the contract, the successful bidder must provide securty for faithful performance and labor and materials (payment bond) as well as proof of insurance, in accordance with the requirements set forth in the Contract Documents. Bonds must be executed by a surety possessing a valid certificate of authority issued by the California Department of Insurance.

10. SECURITIES SUBSTITUTION: At the request and expense of the Contractor to whom the Contract is awarded, securities in a form approved by the City will be permitted in substitution for money withheld by the City to ensure performance under the Contract, as provided in Public Contract Code Section 22300.

11. PREVAILING WAGE: This project is a public work under Labor Code Section 1770, *et seq.*, and the successful bidder will be required to comply with certain labor standards and employment requirements including payment of the prevailing wage rates in effect on the date this Invitation for Sealed Bids was first published. Copies of the prevailing wage rates can be viewed at: http://www.dir.ca.gov/DLSR/PWD/ and are on file with the Engineer at the address identified below, and shall be made available to any interested party upon request.

12. SHORING AND BRACING: If the construction involves trenches or open excavations, which are five feet or deeper, each bid submitted in response to this Invitation for Sealed Bids must contain, as a bid item adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation which shall conform to applicable safety orders, as required by Labor Code Section 6707.

13. SPECIFIC BRAND NAME MATERIALS: None

14. WAIVER OF IRREGULARITIES. The City reserves the right, in its sole discretion, to reject any or all Bids, to waive minor irregularities or defects in bidding and to reject nonconforming, nonresponsive or conditional bids.

INQUIRIES: If any bidder has questions regarding this Project, contact the Engineer: Bozhena Palatnik, One Twin Pines Lane, Suite 385, Belmont, CA 94002, Phone: (650) 595-7463, bpalatnik@belmont.gov. Any questions addressing the interpretation or clarification of the Contract Documents shall be in writing.

INSTRUCTIONS TO BIDDERS

1. OBTAINING COPIES OF CONTRACT DOCUMENTS

1.1. Bidders may obtain complete electronic set of the Contract Documents at the local Planrooms, for the purchase sum stated therein.

1.2. Each bidder shall use a complete set of Contract Documents in preparing its bid.

1.3. The Contract Documents are more particularly defined in the Construction Agreement.

1.4. The City makes copies of the Contract Documents available, on the above terms, for the sole purpose of obtaining Bids for the Work and does not confer a license or grant permission for any other use of the Contract Documents.

2. INTERPRETATION OR CORRECTION OF CONTRACT DOCUMENTS

2.1. Bidder must, before submitting its Bid, carefully study and compare the components of the Contract Documents and must examine the Project Site, the conditions under which the Work is to be performed, and the local conditions.

2.2. In the event Bidder has any question as to the meaning of any part of the Contract Documents, or Bidder finds any error, omission, inconsistency, or ambiguity in the Contract Documents, Bidder must make a written Request for Clarification before submitting its Bid. Requests for clarification or interpretation of the Contract Documents must be addressed only to the Engineer. It is the Bidder's responsibility to ensure that any such request is submitted to the City in a timely manner, in order to allow the City to issue a written Addenda.

2.3. If necessary, the City will make clarifications, interpretations, corrections, and changes to the Contract Documents by Addenda issued as provided in Section 4 of these Instructions to Bidders, below.

2.4. Purported clarifications, interpretations, corrections, and changes to the Contract Documents made in any other manner are not binding on the City, and Bidders may not rely upon them.

2.5. The plans and specifications, including drawing, plans, maps, diagrams and other graphic representations of the project, show conditions as they are believed by City to exist on the site, but the conditions shown do not constitute a representation by City that they actually exist. Utilities (underground or above-ground), buildings, structures and other improvements may be within or adjacent to the project site. These may or may not be included in the project's plans and specifications.

2.6. Submission of a bid shall constitute a representation by bidder that they have visited and examined the project site, and examined the plans and specifications. Bidder is relying on their own

examination and knowledge of the site and plans in making their bid and not on any representation by City. No claim for additional compensation shall be allowed that is based upon a failure to examine or lack of knowledge of, the work site or contract documents.

3. PREFERENCE FOR MATERIALS

3.1. In accordance with Public Contract Code Section 3400, except as otherwise specified on the Invitation for Sealed Bids, the City will not limit the bidding, directly or indirectly, to any one specific concern. Whenever any particular material (including product, thing, equipment, or service) is indicated in the Contract Documents by patent, proprietary or brand name, or by name of manufacturer, such wording is used for the purpose of facilitating its description and shall be deemed to be followed by the words "or equal." A listing of materials is not intended to be comprehensive, or in order of preference.

3.2. Unless a successful bidder (the Contractor) submits a request for substitution of "equal" materials in accordance with the requirements of the Contract Documents, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount and within the Contract Time.

4. ADDENDA

4.1. Addenda will only be issued in writing to the local Planrooms.

4.2. Each Bidder shall be responsible for ascertaining, prior to submitting its Bid, that it has received all issued Addenda. City makes no guarantee that all Bidders will receive all the Addenda. Copies of Addenda will be made available for inspection at the office where Contract Documents are on file for inspection, as indicated on the Invitation for Sealed Bids.

4.3. Addenda withdrawing the Invitation for Sealed Bids or postponing the Bid Deadline may be issued any time before the Bid Deadline. However, if any Addenda results in a material change (addition or deletion) to the Contract Documents, the Bid Deadline will be extended by the City by not less than 72 hours, as provided in Public Contract Code Section 4104.5.

4.4. Each Bidder must acknowledge receipt of all Addenda on the Bid Form. Failure to acknowledge receipt of Addenda may render the bid non-responsive.

5. FILLING IN BID FORMS BY BIDDERS

5.1. All bids must be prepared on the forms provided by the City and submitted in accordance with these Instructions to Bidders. The documents required to be submitted in the bid package are as follows:

5.1.1. Bid

5.1.2. Equal Employment Opportunity Certification (Federal funded projects only)

5.1.3. Bidder's Non-collusion Affidavit

5.1.4. Debarment and Suspension Certification

5.1.5. Bidder's Security

5.1.6. Bidder's Statement of Responsibility

5.1.7. Any other information required by the Invitation For Sealed Bids

5.2. All blanks on the Bid Forms shall be filled in by typeface or printed legibly in ink.

5.3. Interlineations, alterations, and erasures must all be individually initialed by the Bidder.

5.4. Bidder shall acknowledge receipt of all Addenda on the Bid.

5.5. Bidder shall not modify or qualify the Bid Forms in any manner.

5.6. The Bid Forms shall be signed by a person or persons legally authorized to bind Bidder to the Contract. The individuals signing each document must warrant that they are authorized to bind the legal entity of the Bidder.

5.7. Qualifying Experience for Horizontal Directional Drilling and Pipe Bursting contractor/subcontractor.

5.8. Qualifying Experience for cured in place pipe contractor/subcontractor.

6. **DESIGNATION OF SUBCONTRACTORS**

6.1. The Bidder must comply with the Subletting and Subcontracting Fair Practices Act as set forth in Public Contract Code Section 4100 *et seq.* (hereinafter referred to as the "Subcontracting Act"). Any reference in these Contract Documents to the requirements of the Subcontracting Act are for the Bidder's reference, and do not limit the Bidder's or Contractor's obligations under law.

6.2. No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part of a joint venture authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded.

6.3. The Bidder must list, in the Bid:

6.3.1. The name and location of the place of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work for this Project, or a subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and installs a portion of the Work or improvements according to detailed drawings contained in the plans and specifications, in an amount in excess of the minimum threshold of the Subcontracting Act. Generally, the minimum threshold is one-half of one percent (0.5%) of Bidder's Bid Amount; however, if the contract is for the construction

of streets (including highways or bridges), the minimum threshold is the greater of: (a) onehalf of one percent (0.5%) of Bidder's Bid Amount, or (b) ten thousand dollars ($10,000).

6.3.2. The portion of the Work which will be done by each subcontractor described in Instructions To Bidders subsection 6.3.1.

6.4. The Bidder must list only one subcontractor for each portion of the Work as is defined by the Bidder in the Bid.

6.5. The Bidder must not list any subcontractor who is ineligible under Labor Code Sections 1777.1 and 1777.2, and Public Contract Code Section 6109.

6.6. The Bidder is subject to the penalties set forth in the Subcontracting Act if the Bidder lists in its Bid another contractor who will in turn sublet portions constituting the majority of Work covered by the prime contract.

6.7. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of the Work, the Bidder agrees that it is fully qualified to perform that portion itself, and that the Bidder must perform that portion itself.

6.8. If, after award of the Contract, the successful Bidder ("Contractor") subcontracts, except as provided in the Subcontracting Act, the Contractor is subject to the penalties set forth in the Subcontracting Act. If the Contractor violates any provisions of the Subcontracting Act, the Contractor violates the Contract and the City may either cancel this Contract or assess a penalty to the Contractor in accordance with the terms of the Subcontracting Act.

7. BID SECURITY

7.1. Each Bid shall be accompanied by Bid Security, in the amount of ten percent (10%) of the Bid Amount, as security for Bidder's obligation to enter into a Contract with the City on the terms stated in the Bidding Documents. Bid Security shall be in one of the following forms: cash, a cashier's check made payable to the City of Belmont, a certified check made payable to the City of Belmont, or a Bid Bond executed by an admitted surety insurer in the form contained in the Bidding Documents.

7.2. If a Bid Bond is submitted, and an attorney-in-fact executes the Bid Bond on behalf of the surety, a notarized and current copy of the power of attorney shall be affixed to the Bid Bond. The surety issuing the Bid Bond shall meet the requirements set by California law.

7.3. The City reserves the right to retain the Bid Security of all bidders until the occurrence of one of the following:

7.3.1. The successful Bidder has properly and timely executed and submitted all items required by Instructions To Bidders Section 13, including the Agreement.

7.3.2. The time period for the City's review of Bids as specified in Instructions To Bidders Section 9 has expired.

7.3.3. The Bids have been rejected by the City.

8. SUBMISSION OF BIDS

8.1. All Bid Forms (using the forms supplied by the City, as defined in Instructions to Bidders Section 5), including all documents required to be submitted with the Bid, shall be enclosed in a sealed opaque envelope with the following address and identification on the face. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope.

(Name of Bidder)
Sealed Bid Proposal for City Contract No. 2025-636
2025 Sewer Rehabilitation Project
City of Belmont

8.2. Bids may be mailed or delivered by messenger. It is the Bidder's responsibility alone to ensure that the Bid is received at the place (and before the Bid Deadline) specified in the Invitation for Sealed Bids. Any Bid received after the exact time of the Bid Deadline will be returned unopened.

8.3. Oral, telephonic, facsimile, telegraphic, or electronically transmitted Bids are invalid and will not be accepted.

9. WITHDRAWAL OF BIDS

9.1. After a Bid is received by the City, the Bid may be withdrawn only by a written request signed by the Bidder. In order to cause a withdrawal of the Bid, the request must be received by the City at the place (and before the Bid Deadline) specified in the Invitation for Sealed Bids.

9.2. No oral request for withdrawal will be considered. No oral or written request for modification will be considered.

9.3. The withdrawal of a Bid shall not prejudice the right of the Bidder to submit a new Bid, provided the new Bid is submitted in accordance with these Bidding Requirements.

9.4. After the Bid Deadline, a bidder may not withdraw its bid for a period of at least sixty (60) calendar days following the Bid Deadline, subject to the exceptions stated in this section 9.

9.4.1. The sixty (60) day review period may be extended upon the written request by the Engineer, and written approval by the affected Bidders.

9.4.2. If a bidder is not the low monetary bidder, a bidder may make a written request (no earlier than five working days after the Bid Opening) for an early release of bid security. The Engineer is authorized to release a bidder's bid security if the Engineer determines, in his/her sole discretion, that the bid is not likely to be recommended to the Awarding Body for award (based on the dollar amount of the bid in excess of the estimated project cost, or based on the number of responsive bidders with a lower monetary bid).

9.5. A Bidder shall be permitted to withdraw a Bid after the Bid Deadline only if the Bidder establishes, to the satisfaction of the Engineer, all of the elements identified in Public Contract Code Section 5103, including the following:

9.5.1. A clerical error was made by the Bidder in filling out the Bid; and the error was not due to error in judgment or to carelessness in inspecting the site of the Work, or in reading the plans or specifications.

9.5.2. The clerical error caused the Bid to be materially different than the Bidder intended the Bid to be.

9.5.3. The Bidder gave the City written notice within five working days, excluding Saturdays, Sundays, and state holidays, after the opening of the Bids of the mistake, specifying in the notice in detail the nature of the mistake and how the mistake occurred.

10. BID OPENING AND REVIEW OF BIDS BY THE CITY

10.1. Bids submitted in accordance with the requirements of the Bidding Documents, and received on or before the Bid Deadline in accordance with the requirements of the Invitation for Sealed Bids, will be opened publicly, and the dollar amounts of each bid will be read aloud.

10.2. The City reserves the right to:

10.2.1. reject all Bids;

10.2.2. reject any Bid not accompanied by the required Bid Security or any other item required by the Bidding Documents, or a Bid which is in any other way incomplete or irregular; and,

10.2.3. waive irregularities in a Bid, and to award the Contract to the Lowest Responsible Bidder (as determined by the City), only if the irregularities are non-material and inconsequential.

11. CITY'S DETERMINATION OF LOWEST RESPONSIBLE BIDDER

11.1. The term "Lowest Responsible Bidder" means the "Lowest Monetary Bidder" whose Bid is "responsive," and who is "responsible" to perform the Work required by the Contract Documents, as those terms are defined by State law, including Public Contract Code Sections 20161, *et seq*, and 22030 *et seq*. This Section 11 summarizes the procedure by which the City will determine the "Lowest Responsible Bidder" in accordance with State law.

11.2. The City shall determine the "Lowest Monetary Bidder" on the basis of the Bid Amount, in accordance with the calculation criteria set forth on the Bid.

11.3. After the "Lowest Monetary Bidder" has been determined, the Lowest Monetary Bidder's Bid will be evaluated by the Engineer in order to determine whether or not that Bid is "responsive." The term "responsive" is defined by State law, but generally means that the Bid has been prepared and submitted in accordance with the requirements of the Bidding Requirements.

11.4. If the Lowest Monetary Bidder's Bid is responsive, that Bidder's qualifications will be evaluated by the Engineer to determine whether or not the Bidder is "responsible" to perform the Work

required by the Contract Documents. The Engineer shall review "responsibility" of Bidders based upon the City's analysis of the information submitted on the Bidder's Statement of Responsibility (as a part of the Bid Forms) in accordance with the criteria set forth in Instructions To Bidders Section 12.

11.5. If the Engineer finds that the Lowest Monetary Bidder submitted a responsive Bid, and that the Bidder is responsible, then that Bidder will be deemed the apparent "Lowest Responsible Bidder".

11.6. If the Engineer finds that the Lowest Monetary Bidder's Bid is not responsive, or that the Lowest Monetary Bidder is not responsible, then the Engineer may review the responsiveness and responsibility of the next Low Monetary Bidder. If the Engineer finds that the next Low Monetary Bidder is responsive and responsible, then that next Low Monetary Bidder shall be deemed the apparent "Lowest Responsible Bidder. This process may continue until the Engineer finds the Lowest Monetary Bidder which is also responsive and responsible. In the event that one or more Low Monetary Bidders are found by the Engineer to be non-responsive or non-responsible, those Bidders will be given notice and a reasonable opportunity to present additional relevant evidence to the Engineer, within five working days after the Bidder receives the notice.

11.7. No Bid shall be binding upon the City until after the Contract is signed by both the Contractor and the City. The City may investigate the responsibility and qualifications of all Bidders to whom the award is contemplated for a period not to exceed sixty (60) days after the Bid opening. The sixty (60) day review period may be extended upon the written request by the Engineer and written approval by the affected Bidders.

11.8. Bid Protest. The City will issue a Notice of Intent to Award before the actual award. Any Bid protest must be submitted in writing to the Engineer before 5:00 p.m. of the fifth (5th) calendar day following posting of a Notice of Intent to Award for Construction in the City Hall Lobby. City will use reasonable efforts to deliver by email a copy of the Notice of Intent to Award to all Bidders who submitted Bids and provided an email address no later than one working day after its issuance, although any delay or failure to do so will not extend the Bid protest deadline described above. The following conditions will apply to all protests.

11.8.1. The initial protest document must be in writing, contain a complete statement of the legal ground for the protest; all the relevant facts to the protest; and the form of relief requested and the legal basis for such relief.

11.8.2. The protest must refer to the specific portion of the document that forms the basis for the protest.

11.8.3. The protest must include the name, address and telephone number of the protesting party or the person representing the protesting party. If an email address is available, it should also be included.

11.8.4. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest.

11.8.5. The procedure and time limits set forth in this paragraph are mandatory and are Bidders sole and exclusive remedy in the event of Bid protest. Bidders failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings. A Bidder may not rely on a protest submitted by another Bidder, but must timely pursue its own protest. The City will respond to any properly submitted protest within fifteen (15) calendar days and shall provide a hearing to the protesting bidder but only if the hearing is requested by the protesting bidder in the protest. The City's decision on the protest shall be final.

12. CITY'S DETERMINATION OF RESPONSIBILITY

12.1. The term "responsible" is defined by California law, but generally means that the Bidder is able to demonstrate that it possesses: (1) the capacity to perform the Work required by the Contract Documents with respect to financial strength, resources available, and experience; and (2) the integrity and trustworthiness to complete performance of the Work in accordance with the Contract Documents. The City may consider the following factors, in relation to the Work to be performed for this Project, in determining whether nor not a Bidder is "responsible":

12.1.1. Demonstrated financial strength including, but not limited to, resources available, bonding capacity, and available insurance.

12.1.2. Demonstrated safety record including, but not limited to, Experience Modification Rate.

12.1.3. Successful completion of projects of similar scope and size. In reviewing this factor, the City may consider elements including, but not limited to, contract amount of completed projects, experience on public works projects, experience implementing prevailing wage certified payroll requirements, timeliness of performance, and, if necessary, evaluation of Bidder's work by previous cities, clients, design professionals, or subcontractors.

12.1.4. Sufficiency of contract administration and construction management systems including, but not limited to, proposed scheduling tools, proposed subcontract forms, proposed progress payment applications, and proposed certification of payroll documents.

12.1.5. History of claims, litigation, and termination or disqualification from projects.

12.2. The City will make its determination of responsibility based upon information submitted by Bidders contained in the "Bidders Statement of Responsibility," included in the Bid Forms, and, if necessary, interviews with previous cities, clients, design professionals, or subcontractors with whom the Bidder has worked. If a non-responsive or non-responsible Bidder submits additional evidence pursuant to Instructions To Bidders Section 11, then that additional evidence shall be considered by the Engineer in making a determination of the Lowest Responsible Bidder.

13. AWARD OF CONTRACT

13.1 After the determination as to which Bidder is the Lowest Responsible Bidder, the City will issue a Notice of Award to the Lowest Responsible Bidder. No contractor or subcontractor may be awarded a contract for the project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations under Labor Code section 1725.5. Within seven (7) calendar

days after receipt of the Notice of Award, Bidder shall submit to the City all of the following properly signed items:

13.1.1. Two originals of the Agreement signed by Bidder.

13.1.2. Documentation of authority of individual or individuals to sign the Agreement on behalf of Bidder.

13.1.3. The Improvement Security required by Agreement Section 13.

13.1.4. Proof of Insurance required by Agreement Section 14.

13.1.5. Documentation of payment of City of Belmont business tax as provided in Agreement Section 12.

13.1.6. Copy of Contractor's State Contractor's License.

13.1.7. Identification of Contractor's Authorized Representative required by Agreement Section 6.

13.1.8. For joint ventures, proof of Department of Industrial Relations Registration for the Contractor and each subcontractor.

14. FORFEITURE OF BID SECURITY

In the event that Bidder does not properly and timely execute and submit the items set forth in subsection 13.1, above, the Bid Security shall be forfeited to the City and the City may award the Contract to next Lowest Responsible Bidder. The forfeited Bid Security may be utilized by the City in accordance with Public Contract Code Sections 20170 through 20174.

BID

BID TO: Belmont City Clerk
One Twin Pines Lane
Belmont, California 94002

BID FROM: _____
Insert Full Legal Name of Bidder (Firm Submitting Bid)

NOTE: All portions of these Bid Forms (including the Bid, Bidder's Non-Collusion Affidavit, Bidder's Statement of Responsibility, and Bid Bond or alternative bidder's security) must be properly completed, signed, and submitted with the Bid. Failure to do so may result in the Bid being deemed non-responsive by the City.

1. **SCOPE OF BID.** Bidder hereby offers to furnish for the above referenced Project all labor (including supervision), materials and equipment (whether or not permanent or temporary, and whether or not actually incorporated into the Work), utilities (including water, sanitary facilities, electricity, fuel, light, heat, and telephone), tools, transportation, and services necessary to complete the Work on this Project in accordance with the Contract Documents and to complete all requirements of the Contract Documents for the amounts quoted in this Bid (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), as modified pursuant to the terms of the Contract Documents. Bidder will not withdraw its Bid for at least sixty (60) calendar days after the Bid Deadline, unless otherwise extended by the written agreement of the City and Bidder. If Bidder is selected as the Lowest Responsible Bidder, Bidder shall, within seven (7) calendar days after receipt of Notice of Award, sign and deliver to the City all documents identified in Section 13 of the Instructions to Bidders (including the Agreement, performance bond, payment bond, and proof of insurance). Time is of the essence. If awarded the Contract, Bidder agrees to complete the Work within the time specified in the Invitation For Sealed Bids.

2. **ADDENDA.** Bidder shall insert, in the blank lines below (or additional pages, if needed), each Addenda received by the Bidder, and incorporated herein by reference into this Bid. Bidder hereby acknowledges receipt of the following Addenda (Addendum No. and Date Issued):

Addendum No.	Date Issued
_____	_____
_____	_____
_____	_____
_____	_____

3. **BID AMOUNT**.

3.1. **Estimated Quantities.** Since the amounts identified in the Bid Spreadsheet (Section 4, below) are estimates for the purpose of comparing bids, the City reserves the right to increase or decrease the

quantities to reflect the actual amount of work to be performed by the Contractor in accordance with the requirements of the Contract Documents.

3.2. **Unit Price Bids.** For each bid item identified in the Bid Spreadsheet (Section 4, below), the Bidder shall provide a bid item unit price and a bid item extension (bid item unit price multiplied by bid item estimated quantity equals bid item extension). In case of a math error or ambiguity, bid item unit prices shall prevail over the bid item extensions.

3.3. **Total Bid Amount.** The Bidder shall identify the Total Bid Amount, which shall equal the sum of all bid item extensions and bid alternates. The total bid amount shall include the total of all bid schedules. In case of a math error or ambiguity, bid item extensions shall prevail over the Total Bid Amount. The Total Bid Amount shall be the total dollar amount bid by the Bidder, for the Bidder's performance of all Work in accordance with the Contract Documents (and payment of all Bidder's costs required therefor, whether or not specifically identified herein). The Total Bid Amount may also be referred to in the Contract Documents as the Contract Amount.

3.4. **Alternate Bids.** Alternate bids proposed by the Bidder shall not be considered by the City.

4. **BID SPREADSHEET.** Bidder hereby offers to provide to the City the Work required by the Contract Documents (as defined in Agreement Section 2), for the amounts quoted in this Bid, as follows. Bidder shall complete bid schedule, the total bid amount shall constitute the total of all Bid Item Extensions.

Item No.	Item Description	Unit	Quantity	Item Unit Price	Bid Item Extension
1	Mobilization/Demobilization	LS	1	$	$
2	Pedestrian Control, Traffic Control, and Notifications	LS	1	$	$
3	Shoring	LS	1	$	$
4	Temporary Bypass Pumping and Piping	LS	1	$	$
5	Water Pollution Control Plan (WPCP)	LS	1	$	$
6	6-inch CIPP	LF	1112	$	$
7	12-inch CIPP	LF	222	$	$
8	6-inch Spot Repair	EA	10	$	$
9	Pipe Burst 6-inch with New 8-Inch	LF	2752	$	$
10	Pipe Bursting Lateral Reconnection	EA	62	$	$
11	Open Trench New 8-Inch	LF	1624	$	$
12	Lateral Extension	EA	28	$	$
13	New Manhole	EA	11	$	$
14	Abandon Lamphole	EA	1	$	$
15	Abandon Manhole	EA	5	$	$
16	Abandon 6-Inch Sewer Main	LF	1761	$	$
17	HDD New 8-Inch - Hillman	LF	134	$	$
18	HDD New 8-Inch - Arden	LF	145	$	$
19	HDD Lateral Reconnection	EA	4	$	$
20	CCTV Inspect - Oak Knoll	LF	190	$	$
21	Open Trench Replace Storm Drain with New 15-Inch - Pullman	LF	49	$	$
22	Open Trench Replace 12-Inch Storm Drain - Comstock	LF	57	$	$
23	Open Trench Replace 15-Inch Storm Drain - Monte Cresta	LF	78	$	$
24	Open Trench Replace Strom Drain with New 12-Inch - Haskins	LF	20	$	$
25	Remove Lamphole and Install New Manhole	EA	4	$	$
26	Replace Manhole Frame and Cover	EA	5	$	$
27	Raise Manhole and Replace Frame and Cover	EA	1	$	$
28	Grout Grade Rings and Chimney	EA	3	$	$
29	Manhole Rehabilitation - Coat Manhole	EA	2	$	$
30	Replace Inlet	EA	1	$	$
31	Replace Inlet Cover	EA	1	$	$

TOTAL BID AMOUNT $_____

5. **BID SECURITY.** Bidder must attach Bid Security in the amount of ten percent (10%) of the Bid Amount (see Section 7 of the Instructions to Bidders).

6. **LIST OF SUBCONTRACTORS**.

6.1. Bidder will use Subcontractors for the Work:

YES_____ NO_____

6.2. If yes, the Bidder hereby certifies that the following is a list of all subcontractors which the Bidder is required by law to name in its bids. Generally, bidders are required to identify each subcontractor performing more than one half of one percent of the work. However, more particular requirements are contained in the Subletting and Subcontracting Fair Practices Act, Public Contract Code Sections 4100 *et seq*. (the "Subcontracting Act"), summarized in Section 6 of the Instructions to Bidders.

6.3. Bidders are reminded of the severe penalties imposed by the Subcontracting Act for a failure to list all required subcontractors (Work Activity, Name, and Address) on this sheet. Bids will not be found non-responsive for omission (at time of bid) of additional information regarding estimated dollar amount of subcontracted work or subcontractor license number. However, bidders shall submit all information required by this sheet by no later than 24 hours after written request by the City.

6.4. ALL BIDDERS ARE HEREBY NOTIFIED THAT: the successful bidder will be required to perform not less than ***fifteen*** percent (***15%***) of the Work with the successful bidder's own organization. A failure of the Bid to establish compliance with this requirement may render the bid non-responsive, or it may result in a determination of bidder non-responsibility based on a failure to demonstrate adequate resources available to perform the Work.

Subcontracted work activity	Subcontractor name including address (City and State)	Est. $ amt. of subcontracted work	Subcontractor License no.	DIR #
_____	_____	$_____	_____	_____
_____	_____	$_____	_____	_____

NOTE: Provide additional sheets if required. (copy of this sheet is acceptable)

7. **REPRESENTATIONS OF BIDDER**.

7.1. By submitting this Bid, Bidder declares under penalty of perjury the following representations are true and correct:

7.1.1. Bidder has read and understands all requirements of the Contract Documents, and this Bid is made in accordance with those requirements. The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Sealed Bids, these Instructions to Bidders, Supplemental Instructions to Bidders, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General Conditions, Special Provisions , the, and the Technical Specifications), the Exhibits (including bonds), and the Drawings (also defined as "Plans").

7.1.2. Any questions by the Bidder regarding the meaning of any part of the Contract Documents have been submitted, in writing, by the Bidder to the City, in accordance with Section 2 of the Instructions to Bidders.

7.1.3. Bidder has visited and examined the Project site of the proposed work, and Bidder is familiar with all the conditions related to the proposed work, including the availability of labor, materials (including transportation, handling, delivery, and storage), equipment, and utilities (including water and electricity), and is familiar with local conditions (including weather, road access and truck routes, and surface and subsurface conditions) as related to requirements of the Contract Documents.

7.1.4. The Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception.

7.1.5. The Contract Time, as specified in the Invitation For Sealed Bids, is reasonable for performing the Work and that Contractor is able to perform the Work within the Contract Time.

7.1.6. Bidder has the expertise and financial capacity to perform and complete all obligations required by the Contract Documents.

7.1.7. Bidder is aware of and, if awarded the Contract, will comply with applicable legal requirements, including all City Regulations (including payment of City business license tax) in its performance of the Work.

7.1.8. The Bidder shall comply with the requirements of the Labor Code, including Sections 1770 *et seq.*, and the Bidder shall comply with the General Prevailing Wage Determination Made by the Director of Industrial Relations that is in effect on the date of the Invitation for Sealed Bids. The prevailing wage rate schedule is on file with the Engineer and will be made available for review upon request.

7.1.9. Bidder certifies that, for the excavation of any trench of a depth of five feet or more, its bid includes the cost for adequate sheeting, shoring, and bracing or equivalent method (including costs of design), for the protection of life or limb, which shall conform to applicable safety orders, in accordance with Labor Code Sections 6705 and 6707.

7.2. In accordance with Business and Professions Code Section 7028.15, Bidder certifies, under penalty of perjury, that the information contained in this subsection 7.2, below, is true and correct. Any bidder who is not licensed in accordance with the Business and Professions Code, and in

accordance with the Invitation For Sealed Bids, shall be considered non-responsive and shall be rejected by the City.

7.2.1. State Contractor's License No. and Class _____.

7.2.2. Original date license issued, and License expiration date _____.

7.2.3. DIR Number _____.

7.3. As required by Government Code Section 4552, in submitting a Bid to the City, Bidder offers and agrees that, if the Bid is accepted, it will assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C., Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Bidder for the sale to City pursuant to the Bid. Such assignment shall be made and become effective at the time City tenders final payment to Bidder.

7.4. Bidder acknowledges that, unless the bidder submits a request for substitution of "equal" materials in accordance with the requirements of the Agreement, and unless the City approves the substitution in accordance with the requirements of the Contract Documents, the Contractor shall furnish and install the specified material for the Bid Amount.

IN WITNESS WHEREOF, the individuals signing this Bid represent and warrant that they have the right, power, legal capacity, and authority to sign this Bid on behalf of the Bidder, and have caused this Bid to be executed by setting hereto their names, titles, and signatures at _____ County, in the State of _____.

BIDDER: _____
(Signature) (Date)

_____
(Name and Title of Signatories)

_____
(Legal Name of Bidder, including type of organization, e.g., corp. or partnership)

_____
(Bidder's Street and Mailing Address)

_____
(City, State, Zip Code)

_____ _____
(Telephone Number) (Email Address)

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The bidder _____ and proposed subcontractor hereby certifies that it has _____, has not ____ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that where required, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)) and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts that are subject to the equal opportunity clause. Contract and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and the subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60.1.7(b)(1) prevents the award of contract or subcontracts unless such Contractor submits a reporting covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The bidder must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Certification is part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of the certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION DECLARATION

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____[city], _____[state].

BIDDER: _____
(Signature) (Date)

_____
(Printed or Typed Name and Title of Signatories)

_____
(Legal Name of Bidder)

DEBARMENT AND SUSPENSION CERTIFICATION

Title 49, Code of Federal Regulations, Part 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

The above Certification is part of this Proposal. Signing this Proposal on the signature portion thereof shall also constitute an endorsement and execution of the certification. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

BIDDER'S STATEMENT OF RESPONSIBILITY

(Must be executed by Bidder and submitted with Bid)

1. **SCOPE OF THIS STATEMENT OF RESPONSIBILITY.** In order to allow the City to make a determination of the Bidder's responsibility, the Bidder shall provide the information required herein as a part of its Bid.
   1.1. **City's Right to Use the Bidder's Statement of Responsibility.** The City shall use the information required by this Statement of Responsibility for the sole purpose of determining the Bidder's "responsibility." While the City conducts its deliberative process to determine whether a bidder is "responsible," the City will not disclose "confidential" information (as identified by the Bidder pursuant to paragraph 1(b), below) unless otherwise compelled by a court order. However, if there is a challenge regarding the City's determination of whether a Bidder is "responsible," the City shall have the right to use any and all information contained herein in support of the City's determination, and the Bidder waives any claim against the City for the City's use of information for this intended purpose.
   1.2. **Bidder's Obligation to Identify Confidential Information.** If a Bidder believes that any portion of this Statement of Responsibility is "confidential" and not legally subject to public disclosure in accordance with the requirements of the California Public Records Act (Government Code Sections 6250, *et seq*), the Bidder shall: (1) clearly mark the relevant portions of the Statement of Responsibility as "Confidential"; and (2) upon request from the City, identify the legal basis for exception from disclosure under the Public Records Act; and (3) the Bidder shall defend, indemnify, and hold harmless the City regarding any claim by any third party for the public disclosure of the "Confidential" portion of the Statement of Responsibility; and (4) if the Bidder fails to identify information as "Confidential," or if the Bidder fails to defend and indemnify the City regarding any claim by any third party for the public disclosure of a "Confidential" portion of the Statement of Responsibility, the Bidder shall hold the City harmless and waive any claim against the City for any damages allegedly related to any public disclosure of any portion of the Statement of Responsibility.
   1.3. **Additional Pages.** If additional pages are required to respond to any of the questions set forth in this Statement of Responsibility, the Bidder shall describe and list the additional pages in Section 16, below.

2. **EXPERIENCE**
   2.1. How many years has the Bidder been performing work as a contractor under the present business name?
   2.2. If any of the experience listed in this document refers to work performed under a different name, list the different business names and describe the relationship to the present business name on a separate page (list the additional pages in Section 13 below).

3. **CURRENT WORK IN PROGRESS**
   3.1. For how many construction projects is the Bidder under contract to perform (which are currently under construction)? _____
   3.2. What is the total dollar amount of the construction contracts listed in Subsection 3.1?
   _____
   3.3. What is the total bonding capacity of the Bidder? _____
   3.4. How many construction contracts listed in 3.1 are:
      3.2.1. in an amount of 50% or less of the Total Bid Amount? _____
      3.2.2. in an amount between 50% and 100% of the Total Bid Amount? _____
      3.2.3. in an amount between 100% and 150% of the Total Bid Amount? _____
      3.2.4. in an amount over 150% of the Total Bid Amount? _____

3.5. List the name of the project (with Contract Amount and Anticipated Completion Date), the name of the City/Client entity, and a City/Client contact person (with name and telephone number), for three current active projects referred to in Section 3.4:

3.5.1. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

3.5.2. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____
(Name and Phone) _____

3.5.3. Project Name _____

Contract Amount _____
Anticipated Completion Date _____

City/Client Entity _____
City/Client Contact _____ (Name and Phone) _____

4. COMPLETED WORK

Provide the requested information set forth below for the: (1) three most recent projects completed of a similar character to this Project (performed as a general contractor); and (2) three most recent public works projects completed (performed as a general contractor).

4.1. Three most recent projects completed of a similar character to this Project:

4.1.1. Project Name: _____

Project Description:_____
_____
_____

Contract Amount _____

Date Completed:_____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.1.2. Project Name _____

Project Description _____
_____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.1.3. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Owner: _____

Contact Person: _____

Contact Person's Phone Number: _____

4.2. Three most recent public works project (City, State, County) completed:

4.2.1. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.2. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

4.2.3. Project Name: _____

Project Description: _____
_____
_____

Contract Amount: _____

Date Completed: _____

Public Agency: _____

Agency Contact Person: _____

Contact Person's Phone Number: _____

5. CLAIMS HISTORY

5.1. Has any claim been made against your company in the past five years, which has resulted in arbitration or litigation?_____

5.2. Has your company made any claim against any City or client in the past five years, which has resulted in arbitration or litigation?_____

5.3. If you answered "yes" to subsections 5.1 or 5.2 above, describe the claim(s) using the format below: (use additional sheets if necessary).

5.3.1. Project Name _____

Claim Amount _____

Other Party Entity Name _____
Other Party Contact _____

(Name and Phone) _____

6. Describe the claim(s) on a separate sheet (see Section 14, below).

7. **CONTRACT TERMINATION**

7.1. Has your company ever been terminated by a City or client, or rejected from bidding on a public works project in the last five (5) years? _____. If yes, identify each and provide an explanation below:

7.2. Project Name _____

City/Client Entity Name _____ City/Client Contact
(Name and Phone) _____

Date of Termination/Rejection _____

Explanation _____
_____
_____

8. If more than one (1), describe on additional sheet (see Section 14, below).

9. **COMPLETION BY SURETY**

9.1. Has your company ever failed to satisfactorily complete a construction contract, or has a surety ever completed any portion of a construction contract of your company within the last five (5) years?
_____. If yes, provide an explanation below:

9.2. Project Name _____

Surety Contact
(Name and Phone) _____

Date Surety Took Over _____

Explanation _____
_____
_____

10. If more than one (1), describe on additional sheet (see Section 13, below).

11. **STORM WATER BEST MANAGEMENT PRACTICES**

11.1. Has bidder violated the Storm Water Best Management Practices for illegal or improper discharge(s) into storm drain systems two (2) or more times within the past five (5) years?

☐ Yes
☐ No

Note: This question refers to your firm's violation of sewer overflow to the storm drain system that was required to be reported to the State Water Board.

12. **SEWER AND WATER CROSS-CONTAMINATION**

12.1. Has work performed by the bidder resulted in cross-contamination with water and sewer facilities within the past five (5) years?

☐ Yes
☐ No

13. **OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) COMPLIANCE**

13.1. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm for any "serious," "willful" or "repeat" violations of its safety or health regulations in the past five (5) years?

☐ Yes
☐ No

If "Yes," attach a separate signed page describing the citations, including information about the dates of the citations, the nature of the violation, the project on which the citation(s) was or were issued, the amount of penalty paid, if any. If the citation was appealed to the Occupational Safety and Health Appeals Board and a decision has been issued, state the case number and the date of the decision.

14. **PUBLIC WORKS CONTRACTS**

14.1. In the last five (5) years has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes
☐ No

If "Yes," explain on a separate signed page. Identify the year of the event, the owner, the project, and the basis for the finding by the public agency.

15. **ADDITIONAL DOCUMENTS**

In order to allow the City to make a determination of the Bidder's responsibility, the Bidder may be required to submit additional documents.

16. **ADDITIONAL PAGES**

The Bidder declares that the pages listed in this Subsection were added and included with these Bid Documents in order to accurately respond to the Bidding Requirements. The following descriptions include the general nature of the additional information. If no additional pages are submitted, write "None" on the blank line.

_____

_____

_____

17. **QUALIFYING EXPERIENCE FOR HORIZONTAL DIRECTIONAL DRILLING AND PIPE BURSTING**

The Contractor must have completed at least three (3) projects installing at least 5,000 linear feet of new 8-inch or larger pipe in the US within the past three (3) years using pipe bursting and/or horizontal direction drilling (HDD) construction methods. Contractor shall submit the following minimum information for at least three (3) projects performed by the contractor/subcontractor performing all HDD and pipe bursting installation work, to meet the requirements herein.

Any failure to submit and meet these minimum experience qualifications with the bid will render the bid non responsive.

Projects submitted for qualification which were not installed under the contractor's or subcontractor's license used to bid will not be considered.

This information shall be submitted with the Contractor's Bid:

17.1. Three most recent projects completed of a similar character to this Project:

17.1.1. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number:

_____

_____

_____

Project Location: _____

Date Completed: _____

New Pipe Size(s) (inches): _____

Quantity of pipe 8-inch or larger installed (lineal feet): _____

17.1.2. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number:

_____

_____

_____

Project Location: _____

Date Completed: _____

New Pipe Size(s) (inches): _____

Quantity of pipe 8-inch or larger installed (lineal feet): _____

17.1.3. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number:

_____

_____

_____

Project Location: _____

Date Completed: _____

New Pipe Size(s) (inches): _____

Quantity of pipe 8-inch or larger installed (lineal feet): _____

18. QUALIFYING EXPERIENCE FOR CURED IN PLACE PIPE (CIPP)

The contractor/subcontractor performing all CIPP work must have completed at least three (3) projects containing a total of 5,000 linear feet of 6-inch or larger CIPP in wastewater or storm collection systems in the US within the past three (3) years. The curing method used on the submitted experience shall match the curing method identified in the Technical Specifications Section 02900 to be considered qualifying experience. Contractor shall submit the following minimum information for at least three (3) projects performed by the contractor/subcontractor performing all CIPP work, to meet the requirements herein..

Any failure to submit and meet these minimum experience qualifications with the bid will render the bid non responsive.

Projects submitted for qualification which were not installed under the contractor's or subcontractor's license used to bid will not be considered.

This information shall be submitted with the Contractor's Bid:

18.1. Three most recent projects completed of a similar character to this Project:

18.1.1. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number:

_____

_____

_____

Project Location: _____

Date Completed: _____

Pipe Size(s) (inches): _____

Quantity(ies) of Qualifying CIPP Installed (lineal feet): _____

CIPP Manufacturer and Product Name: _____

Method of Curing Used: _____

18.1.2. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number:

_____

_____

_____

Project Location: _____

Date Completed: _____

Pipe Size(s) (inches): _____

Quantity(ies) of Qualifying CIPP Installed (lineal feet): _____

CIPP Manufacturer and Product Name: _____

Method of Curing Used: _____

18.1.3. Project Name: _____

Project Owner, Contact Person, Address, and Phone Number:

_____

_____

_____

Project Location: _____

Date Completed: _____

Pipe Size(s) (inches): _____

Quantity(ies) of Qualifying CIPP Installed (lineal feet): _____

CIPP Manufacturer and Product Name: _____

Method of Curing Used: _____

19. PENALTY OF PERJURY

Bidder hereby declares and certifies under penalty of perjury under the laws of the State of California that the information contained herein is true, correct, and complete.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity and authority to sign this document on behalf of the Bidder, and have caused this document to be executed by setting hereto their names, titles and signatures.

BIDDER: _____
(Signature) (Date)

_____
(Printed or Typed Name and Title of Signatories)

_____
(Legal Name of Bidder)

BID BOND Bond No. _____

WHEREAS, ("Principal") submitted a Bid to the City of Belmont ("City") for the Project identified on this Bond, and the terms of the Bid require the Principal to submit bidder's security.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of ten percent (10%) of the Bid Amount set forth in the Principal's Bid (the terms and conditions of which are incorporated herein by reference) for the above referenced Project, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal's Bid is rejected by the City, or if Principal's Bid is accepted by the City and the Principal properly executes and submits to the City the Agreement and all required documents (including the Faithful Performance Bond, the Labor and Material Bond, and the proof of insurance), then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by an agreement between the City and the Principal to extend the time within which the City may accept the Principal's Bid, and the Surety hereby waives notice of any such extension.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal	**Surety**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date:	Date: _____
	Address for Notices to Surety: _____
	_____
	_____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

CONSTRUCTION AGREEMENT

This Construction Agreement (hereinafter "Agreement") is made and entered into by and between the CITY OF BELMONT, a municipal corporation (hereinafter "City"), and [***INSERT LEGAL NAME OF CONTRACTOR***name of business and description of legal entity, i.e., LLC, Partnership, Corporation, etc.] (hereinafter "Contractor").

RECITALS

A. In accordance with the applicable provisions of State law, including the California Public Contract Code, and local law, including the Belmont City Code, the City issued an invitation for competitive bids for this Project.

B. In response to the invitation for bids, the Contractor submitted the Bid Forms (with a Bid Amount of $_____), which are incorporated herein by reference, which were found by the City to be responsive to the invitation for bids.

C. After reviewing all bids submitted in response to the invitation for bids, the City found the Contractor to be the Lowest Responsible Bidder, and the Awarding Body awarded this Agreement to the Contractor on _____ [***INSERT DATE OF AWARD***].

D. The Project is more specifically described in the Contract Documents, but generally includes the following items of work [*** INSERT IDENTICAL TO "PROJECT DESCRIPTION" IN THE INVITATION TO BIDS***]

NOW THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The Contractor shall perform, or cause to be performed, the Work described in the Contract Documents (hereinafter "Work"), to the satisfaction of the City Engineer, and subject to the final acceptance by the City.

2. **CONTRACT DOCUMENTS.**

2.1. **List of Contract Documents.** The Contract Documents consist of this executed Agreement; all Bidding Documents (including the Invitation for Bids, Instructions to Bidders, Supplemental Instructions to Bidders, Bid Forms, and Addenda (if any) as identified below); the Specifications (including General Conditions, Special Provisions, and all documents incorporated by reference therein, including City Standard Specifications, and Caltrans Standard Specifications), and the

Technical Specifications; the Drawings (also referred to as "Plans"); and the Exhibits (including bonds).

2.2. **Precedence of Contract Documents.** In the event of a conflict between component parts of the Contract Documents, the document highest in precedence shall control. The precedence shall be as follows: [***SPECIFICALLY IDENTIFY EACH INCORPORATED DOCUMENT, PARTICULARLY THE PLANS, AND ELIMINATE UNUSED PARTS***]

2.2.1. Agreement, as amended by contract change orders.

2.2.2. All Bidding Documents, as amended by Addenda.

2.2.3. Technical Specifications

2.2.4. Special Provisions.

2.2.5. General Conditions

2.2.6. City Standard Specifications.

2.2.7. Caltrans Standard Specifications (Standard Specifications for Construction of Local Streets and Roads, State of California, July 2018).

2.2.8. Drawings (also referred to as Plans), as defined on ********.

2.2.9. Standard Plans and Standard Details.

2.2.10. Exhibits.

2.3. **Addenda.** The following Addenda are hereby incorporated into the Contract Documents:

No.	Date of Issue:
____	_____
____	_____
____	_____

3. **CONTRACT TIME**.

3.1. After Contractor has provided to City all documents identified in the Instructions to Bidders and the Notice of Award (in a form satisfactory to the City, and in accordance with the requirements of the Contract Documents), City shall schedule the mandatory pre-construction conference, and Contractor shall attend and participate in the pre-construction conference.

3.2. After the pre-construction conference, the City shall issue a Notice to Proceed to Contractor. The Notice to Proceed will identify the date on which the "Contract Time" commences, and this date may be referred to as the "Contract Commencement Date." Contractor is authorized to

commence Work on the Contract Commencement Date, and Contractor must commence the Work no later than seven days after the Contract Commencement Date. The Work must be diligently prosecuted and all of the Work must be substantially completed within the Contract Time specified in the Invitation For Bids. Time is of the essence in the performance of all obligations under these Contract Documents, and all timing requirements must be strictly adhered to unless otherwise modified by the City in accordance with the Contract Documents. The Contractor must submit all requests for extensions of time to the City, in writing, no later than ten (10) working days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due.

3.3. Within the time set forth in the Special Provisions (or, if no time is specified in the Special Provisions, with seven (7) calendar days after written request from the City), Contractor shall submit to the City all required documents, including the following:

3.3.1. Contractor's safety program, and identification of Contractor's safety officer.

3.3.2. Contractor's cost distribution schedule of prices (schedule of values).

3.3.3. Contractor's Construction Schedule.

3.3.4. Contractor's schedule of submittals.

3.3.5. Copies of all required documentation for each subcontractor, including: State Contractor's License, identification of each subcontractors' authorized representative, copy of contract between Contractor and each subcontractor.

4. **CONTRACT AMOUNT.** City shall pay to Contractor, for the performance of the Work, the Contract Amount identified in the Bid Documents, subject to adjustment of estimated quantities (to reflect actual work performed by the Contractor), and as modified according to the terms of the Contract Documents. The Contractor's compensation shall include all costs incurred by the Contractor in the performance of the Work, including: furnishing all labor (including supervision), materials (including the costs of any and all applicable taxes, patent rights, royalties, licenses, and permits), equipment, tools, transportation, and services necessary to complete the Work (including costs to protect the Work, and all damages to the Work prior to acceptance of the Work by the City, unless otherwise specifically provided in the Contract Documents). The Contract Amount identified in the Bid Documents [***, which includes alternate items _____*** insert ***,] is $_____.

5. **LIQUIDATED DAMAGES.** If Contractor fails to complete the Work within the Contract Time, Contractor shall pay to the City, as liquidated damages and not as a penalty, the sum specified in the Invitation for Bids for each calendar day after the expiration of the Contract Time that the Work remains incomplete. The City and Contractor agree that in the event the Work is not completed within the Contract Time, the City's damages would be extremely difficult or impracticable to determine and therefore the City and Contractor agree that the amount stated herein is a reasonable estimate of the amount of such damages. The City may deduct any liquidated damages owed to the City, as determined by the City, from any payments otherwise payable to Contractor under this Contract. Nothing contained herein shall limit the City's rights or remedies against Contractor for any default other than failure to complete the Work within the Contract Time. This provision for

liquidated damages shall not be applicable nor act as a limitation upon the City if Contractor abandons the Work. In such event, Contractor shall be liable to the City for all losses incurred.

6. **CONTRACTOR REPRESENTATIVE.** At all times during the progress of the Work, Contractor shall have a competent supervisor, foreman, or superintendent (hereinafter "Contractor Representative") on site with authority to act on behalf of the Contractor. The Contractor Representative shall be authorized by the Contractor to sign, send, and receive all notices contemplated or required by the Contract Documents, and authorized to direct all Work being performed by (or on behalf of) the Contractor. The Contractor shall, at all times, keep the City Engineer informed in writing of the name and telephone number of the Contractor Representative. Throughout the term of this Contract, Contractor Representative shall meet and confer with the City Engineer in a good faith effort to resolve any outstanding issues related to performance required by the Contract Documents. The Contractor shall, at all times, keep the City Engineer informed in writing of the names and telephone numbers of all subcontractors performing the Work.

7. **ACCESS TO THE SITE.** In order to permit the City to inspect the Work, the Contractor shall, at all times, provide to the City (including agencies and entities designated by the City) proper and safe access to the Project site, and all portions of the Work, and to all shops wherein portions of the Work are in preparation.

8. DOCUMENTATION AND RECORD KEEPING.

8.1. **Contractor's Project Records.** Contractor's Project records shall include all of Contractor's accounting records, employment records, and project work records for all employees, subcontractors, and suppliers, including: the Contract Documents, one record copy of the plans and specifications, change orders, requests for clarifications, instructions from the City, contracts with suppliers and subcontractors, correspondence, submittals, samples, shop drawings, invoices, receipts, vouchers, purchase orders, notes, daily logs, and memoranda relating to the Work.

8.2. **Contractor's Maintenance of Project Records.** Contractor shall keep and preserve Project records in accordance with generally accepted accounting principles and state law requirements. During performance of the Work, Contractor shall keep all of Contractor's Project records in a secure location at the Project Site. After completion of the Work, Contractor shall maintain the Project records for no less than four years after final completion of the Work.

8.3. **Audit by the City.** All of Contractor's Project records, as identified above, shall be made available to the City (including agencies and entities designated by the City), and the Contractor shall provide copies of the Contractor's records upon request by the City.

9. **RESPONSIBILITY OF CONTRACTOR AND SUBCONTRACTORS**.

9.1. Contractor is an independent contractor and is solely responsible for all acts of its employees, agents, or subcontractors, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City

as an agent, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Contractor.

9.2. For each subcontractor performing any portion of the Work for this Project, the Contractor shall include a provision in the subcontract documents incorporating by reference the requirements of these Contract Documents, to require the subcontractor to comply with the requirements of these Contract Documents as related to the portion of the Work performed by the subcontractor. This requirement shall specifically include: indemnification of the City (Agreement Section 16), business tax compliance (Agreement Section 12), insurance (Agreement Section 14), and nondiscrimination and compliance with law (Agreement Section 11.1).

10. **CONFLICTS OF INTEREST.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. In the event that Contractor maintains or acquires such a conflicting interest, any contract (including this Agreement) involving Contractor's conflicting interest may be terminated by the CITY.

11. **COMPLIANCE WITH LAW.** The Contractor shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances, resolutions, and City Regulations), whether or not said laws are expressly stated in this Agreement.

11.1. **Nondiscrimination.** Contractor shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. Contractor shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, or sex.

11.2. **Labor Compliance.** Contractor must comply with all applicable federal, state, and local laws regarding labor compliance, including, but not limited to, all applicable provisions related to working hours, the payment of prevailing wages, travel and subsidence payments, apprentices, payroll records, and labor code penalties (as required by California Labor Code Sections 1720 through 1861, and as outlined in the General Conditions). Copies of the prevailing wage rates are on file with the City Engineer, and shall be made available to any interested party upon request. See General Conditions Section 19 for more detail.

11.3. **Department of Industrial Relations Registration**. No contractor or subcontractor may be listed on a bid proposal for or work on a public works project unless registered with the Department of Industrial Relations under Labor Code section 1725.5 or submitting a bid as part of a joint venture authorized by Business and Professions Code Section 7029.1 or by Public Contract Code Section 10164 and 20103.5, provided the contractor is registered to perform public work under Section 1725.5 at the time the contract is awarded.

11.4. **Subcontractor Eligibility.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work

on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7.

12. **PERMITS AND LICENSES.** The Contractor must obtain and maintain all necessary permits and licenses for the performance of the Work.

12.1. **Belmont Business License Tax.** Contractor must apply for and pay the business tax and registration tax for a business license, in accordance with the Belmont City Code.

12.2. **Fees, Royalties, and Patents.** Contractor must pay all license fees and royalties related to or necessary for the Work and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others.

13. **IMPROVEMENT SECURITY.** Concurrently with the execution of this Agreement by the Contractor, and before the commencement of any Work, the Contractor shall furnish improvement security, in a form substantially the same as that set forth in the Exhibits, attached hereto, or in an alternate form authorized by state law and approved by the City, in the following amounts:

13.1. **Faithful Performance** security in the amount of 100 % of the Contract Amount to secure faithful performance of this Agreement (until the date on which the City accepts the Work as complete).

13.2. **Labor and Material** security in the amount of 100% of the Contract Amount to secure payment by the Contractor to laborers and materialmen (until the date on which claims are required to be made by laborers and materialmen pursuant to law).

13.3. **Warranty** security in the amount of 10% of the Contract Amount to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).

14. **INSURANCE**. Contractor must, throughout the duration of this Agreement, maintain insurance to cover Contractor (including its agents, representatives, subcontractors, suppliers, and employees) in connection with the performance of Work under this Agreement, including against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work. This Agreement identifies the minimum insurance levels with which Contractor must comply; however, the minimum insurance levels do not relieve Contractor of any other performance responsibilities under this Agreement (including the indemnity requirements). City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

14.1. **Coverage**. Contractor must maintain insurance in the following minimum levels:

14.1.1. **Workers' Compensation**. Workers' compensation coverage as required by the State of California, with statutory limits.

14.1.2. **Commercial General Liability** (CGL). Commercial general liability with coverage at least as broad as ISO form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury in an amount not less than $5,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

14.1.2.1. **Umbrella Policy.** At the option of the Contractor, primary CGL limits may be less than required, with an umbrella policy providing the additional limits needed. This form of insurance will be acceptable provide that the primary and umbrella policies both provide the insurance coverages herein required, including all additional insured requirements. The umbrella policy shall be provided on a "following form" basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance.

14.1.3. **Employer's Liability**. Employer's liability in an amount not less than $1,000,000 per accident for bodily injury or disease.

14.1.4. **Automobile Liability**. Automobile liability with coverage at least as broad as ISO Form Number CA 0001 covering Code 1 (any auto) in an amount not less than $5,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to Contractor's vehicle usage in performing services hereunder).

14.1.5. **Professional Liability**. For design-build projects, or if the Work requires Contractor to provide professional services related to environmental hazards, professional liability in an amount not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

14.1.6. **Contractors' Pollution Legal Liability.** If the Work involves environmental hazards, Contractors' pollution legal liability in an amount not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

14.1.7. **Asbestos Legal Liability**. If the Work involves asbestos removal, asbestos legal liability in an amount not less than $1,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

14.1.8. **Builder's Risk (Course of Construction).** Builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form in an amount equal to the completed value of the project and no coinsurance penalty provisions.

14.1.8.1. Builder's Risk insurance must name City as a loss payee as their interest may appear.

14.1.8.2. If the project does not involve new or major reconstruction, at the option of City, an Installation Floater may be acceptable. For such projects, a Property Installation Floater shall be obtained that provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

14.2. **Additional Coverage**. Contractor may carry, at its own expense, any additional insurance it deems necessary or prudent. If Contractor maintains higher levels than the minimums shown above, City requires and shall be entitled to coverage for the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum levels of insurance and coverage shall be available to the City.

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

14.4. **Deductibles**. Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either:

14.4.1. Contractor must reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or,

14.4.2. Contractor must provide a financial guarantee satisfactory to City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

14.5. **Subrogation Waiver.** Contractor hereby grants to City a waiver of any right to subrogation which any insurer of Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of City for all work performed by Contractor, its employees, agents and subcontractors. This provision applies regardless of whether or not the City has requested or received a waiver of subrogation endorsement from the insurer.

14.6. **Evidence of Coverage**. Concurrently with the execution of this Agreement, Contractor must furnish City with original certificates and amendatory endorsements, or copies of information or declaration page listing all policy endorsements of the insurance required hereunder. However, failure to obtain the required documents before the work beginning shall not waive Contractor's obligation to provide them. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

14.7. **Endorsements**. The insurance policies must be endorsed as follows:

14.7.1. For commercial general liability and automobile liability insurance, the City (including its elected officials, employees, and agents) must be named as an additional "insured". The endorsement must include liability arising out of work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of Contractor. For commercial general liability, the policy must be endorsed with a form at least as broad as ISO form CG 20 10, GC 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used.

14.7.2. Contractor's insurance is primary to any other insurance (including self-insurance) available to the City (including its elected officials, employees, and agents) with respect to any claim

arising out of this Agreement. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

14.7.3. No policy shall be canceled, limited, or allowed to expire without renewal until after 30 days written notice has been given to the City by first class mail.

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

14.8.1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

14.8.2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.

14.8.3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

14.8.4. A copy of the claims reporting requirements must be submitted to City for review.

14.8.5. If the services involve lead-based paint or asbestos identification/remediation, Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

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

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

16. **RESPONSIBILITY FOR LOSS**.

16.1. The City and its elected officials, officers, employees, agents and volunteers, shall not be answerable or accountable in any manner: for any loss or damage that may happen to the work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the work; for injury to or death of any person (including but not limited to workers or the public) from any cause whatsoever; or for damage to property from any cause whatsoever.

16.2. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person (including but not limited to workers and the public) or damage to property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before its completion and final acceptance. The Contractor shall indemnify and save harmless the City of Belmont and its elected officials, officers, employees, agents and volunteers from all claims, suits or actions of every name, kind and description brought for, or on account of, injuries to or death of any person (including but not limited to employees of Contractor, of subcontractor, or of any other person, firm or entity and the public) or damage to property arising from any cause whatsoever during the progress of the work or at any time before its final completion and acceptance. Contractor's indemnification shall specifically include, but not be limited to, all claims arising out of: contract claims, property damage, personal injury, and any infringement of patent rights or copyrights incidental to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents. Contractor's indemnification shall include any and all costs, expenses, court costs, attorneys' fees and liability incurred by the City in enforcing the provisions of this section, and in defending against such claims, whether the same proceed to judgment or not. Contractor shall reimburse City for any expenditures City incurs by reason of such matters. The duty of the Contractor to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. This indemnification shall survive termination of the Contract.

The Contractor waives any and all rights to any type of express or implied indemnity against the City, and its officers, officials, agents, employees and volunteers. It is the intent of the parties that the Contractor shall indemnify and hold harmless the City, and its elected officials, officers, agents, employees and volunteers from any and all claims, suits, or actions arising from any cause whatsoever as set forth above regardless of the existence or degree of fault or negligence on the part of the City, the Contractor, the subcontractor or employee of any of these, other than the sole negligence, active negligence or willful misconduct of the City, and its elected officials, officers, agents, employees and volunteers.

16.3. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Agreement as shall be considered necessary by the City may be retained by the City until disposition has been made of such suits or claims for damages as aforesaid.

16.4. Neither the elected officials, officers, agents, employees not volunteers of City, nor any officer or employee of any county, city or district shall be personally responsible for any liability arising under or by virtue of the Agreement.

16.5. Nothing in the Agreement is intended to make the public or any person a third party beneficiary under this Contract, nor is any term and condition or other provision of the Agreement intended to establish a standard of care owed to the public or any member thereof. Attention is directed to Section ___, "Insurance Provisions," of the General Conditions for the Contractor's responsibility for providing and maintaining insurance.

17. **ACCEPTANCE OF WORK.** Before acceptance of the Work by the City, the Contractor shall be solely responsible for maintaining the quality of the Work, and maintaining safety at the Project site. The Contractor's obligation to perform the Work shall not be satisfied until after the City Engineer has made a written determination that all obligations of the Agreement have been satisfied and all outstanding fees and charges have been paid, and the City has accepted the Work as complete.

18. **WARRANTY.**

18.1. **Quality of Work.** Contractor warrants to the City that all materials and equipment used in or incorporated into the Work will be of good quality, new, and free of liens, claims, and security interests of third parties; and that the Work will be of good quality and free from defects; and that the Work will conform with the requirements of the Contract Documents.

18.2. **Documentation of Warranty.** If required by the City Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. If required by the Contract Documents, the Contractor shall provide a written warranty from the manufacturer or supplier.

18.3. **Warranty Period.** The Contractor shall warrant the quality of the Work, in accordance with the terms of the Contract Documents, for the "Warranty Period." The Warranty Period shall be a one year period (unless a longer period of time is specified in the Contract Documents) commencing as follows: (a) for any Work not identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Substantial Completion; and (b) for any Work that is identified as incomplete in the Certificate of Substantial Completion, commencing on the date of Final Completion.

18.4. **Default During Warranty Period.** In the event that (during the Warranty Period) any portion of the Work is determined by the City Engineer to be defective as a result of an obligation of the Contractor under this Agreement (including any faulty workmanship or material, or any failure of the Work to operate in accordance with the requirements of the Contract Documents), the Contractor shall be in default.

19. **DEFAULT**.

19.1. **Notice of Default**. In the event that the Contractor is in default of this Agreement, as defined in this section, the City Engineer shall provide written notice to the Contractor and the Contractor's surety (if any) in which the default is described.

19.2. **Circumstances Constituting Default**. Contractor shall be in default of this Agreement if the City Engineer determines that any one of the following conditions exists:

19.2.1. Contractor fails to perform any portion of the Work in accordance with the timing requirements of the Construction Schedule.

19.2.2. Contractor abandons the Project site.

19.2.3. Contractor fails to replace or repair any damage caused by Contractor or its agents, representatives, contractors, subcontractors, or employees in connection with performance of the Work.

19.2.4. Contractor fails to supply workers, subcontractors, or other personnel with the skills, certifications, or licenses required by the Contract Documents.

19.2.5. Contractor violates any legal requirement related to the Work.

19.2.6. Contractor is insolvent, files for bankruptcy, makes a general assignment for the benefit of its creditors, or fails to pay its debts as they become due.

19.2.7. Contractor fails to perform any portion of the Work in accordance with the requirements of the Contract Documents.

19.3. **City Remedies**. The City may, in the discretion of the City Engineer, take any or all of the actions identified in this subsection, if the Contractor fails to: (a) promptly commence, and diligently and continuously prosecute the cure of the default, or (b) within ten (10) days, cure the default, or provide adequate written assurance to the satisfaction of the City Engineer that the cure will be promptly commenced and diligently prosecuted to its completion:

19.3.1. Demand the Contractor to complete performance of the Work (including repair, or removal and replacement, of nonconforming Work).

19.3.2. Issue a Notice of Suspension of Work, by which the Contractor shall suspend all Work except for those portions of the Work authorized by the Notice, and for which the Contractor shall not be entitled to any adjustment of the Contract Amount or Contract Time. Notwithstanding the timing requirements of this Section 19.3, if the City Engineer determines that a default may have a potentially adverse impact on the safety of persons or property (including but not limited to a failure by the Contractor to maintain documentation of insurance or improvement security as required by this Agreement), the City Engineer may immediately issue a Notice of Suspension of Work in accordance with this subsection.

19.3.3. Cure the default and charge the Contractor for all costs resulting therefrom, including administrative costs (including City staff costs, City consultant costs, and attorney's fees) and interest in an amount equal to seven percent (7 %) per annum from the date of default, which charge may be deducted by the City from amounts otherwise payable to the Contractor.

19.3.4. Remove the Contractor from the site and demand the Contractor's surety (if any) to complete performance of the Work.

19.3.5. Take possession of the Project site and all materials, supplies, equipment, tools, and construction equipment and machinery thereon owned by Contractor; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the City may deem expedient. If requested by the City, Contractor shall remove any part or all of Contractor's materials, supplies, equipment, tools, and construction equipment and machinery from the Project site within seven (7) days of such request; and if Contractor fails to do so, the City may remove or store, and after ninety (90) days sell, any of the same at Contractor's expense.

19.3.6. Terminate the Contract.

19.4. **Termination for Default**. In the event that the Contract is terminated by the City in accordance with this section:

19.4.1. Contractor shall not be entitled to receive any further payment until the expiration of thirty-five (35) days after Final Completion and acceptance of all Work by the City

19.4.2. If the unpaid balance of the Contract Amount (to which the Contractor is otherwise entitled in accordance with the Contract) exceeds the cost of completing the Work (including all additional costs and expenses made necessary thereby, plus all losses sustained, including any liquidated damages provided under the Contract Documents), such excess shall be paid to Contractor. If the cost of completing the Work exceeds the unpaid balance of the Contract Amount, Contractor shall pay such excess to the City.

19.4.3. No termination or action taken by the City after termination shall prejudice any other rights or remedies of the City provided by law or by the Contract Documents upon such termination; and the City may proceed against Contractor to recover all losses suffered by the City.

20. **NOTICES.** All notices or demands which the Contract Documents contemplates or requires shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective on the first to occur of: (a) actual receipt by a party's Authorized Representative; (b) actual receipt at the address designated below; or (c) three working days following the deposit in the United States Mail of registered or certified mail, sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Belmont	**To: Contractor**
Attn: Bozhena Palatnik	Attn:
Senior Civil Engineer	
One Twin Pines Lane, Suite	
Belmont, CA 94002	

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

22. **SEVERABILITY.** If any term of the Contract Documents (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Contract Documents shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this section shall not apply to the extent that enforcement of the Contract Documents without the term would be grossly inequitable under all the circumstances or would frustrate the purposes of the Contract Documents.

23. **INTERPRETATION OF CONTRACT DOCUMENTS**.

23.1. **Governing Law, Jurisdiction, and Venue.** The interpretation, validity, and enforcement of the Contract Documents shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Mateo.

23.2. **Industry Standards.** When Contract terms have a customary technical or trade meaning, the terms shall be interpreted in accordance with that meaning.

23.3. **Standard Specifications and Codes.** References to any regulations (including: standard specifications, manuals or codes of a technical society, organization or association; or laws or regulations of any governmental authority) shall mean the regulations in effect at the time of the Bid Opening, unless otherwise specifically identified in the Contract Documents.

24. **ATTORNEY'S FEES.** In the event any legal action is commenced to enforce the Contract Documents, the prevailing party is entitled to reasonable attorney's fees, costs, and expenses incurred, not to exceed $10,000.

25. **ASSIGNMENT AND DELEGATION**.

25.1. **Assignment of The Contract Documents.** The Contract Documents, and any portion thereof, shall not be assigned or transferred, nor shall any of the Contractor's duties be delegated, without the written consent of the City. Any attempt to assign or delegate the Contract Documents without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.

25.2. **Antitrust Claims.** As required by the instructions to bidders and Government Code Section 4552, the Contractor hereby agrees to assign to the City, all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Action (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the California Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties. The Contractor further warrants that all goods, services, and materials provided to the City in accordance with this Contract are free and clear of all liens and encumbrances.

26. **MODIFICATIONS.** The Contract Documents may not be modified orally or in any manner other than by an agreement of the parties, in writing, in accordance with requirements of the Contract Documents.

27. **WAIVERS.** Waiver of a breach or default under the Contract Documents shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Contract Documents.

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

29. **ENTIRE AGREEMENT.** The Contract Documents, including all documents incorporated herein by reference, comprise the entire integrated understanding between the City and Contractor concerning the Work to be performed for this Project. The Contract Documents supersede all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The Contract Documents are complementary; what is called for in one is binding as if called for by all. To the extent that portions of the Contract Documents are not attached to this Agreement, they shall be deemed incorporated herein by reference.

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

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

CITY OF BELMONT	**CONTRACTOR**
By: _____ Afshin Oskoui, City Manager	By: _____ _____ (print name) (print title)
Date: _____	Date: _____
APPROVED AS TO FORM	By: _____ _____ (print name) (print title)
_____ Scott M. Rennie, City Attorney	Date: _____
FUNDING VERIFIED	
_____ Grace Castaneda, Finance Director	

INSTRUCTIONS FOR SIGNATURES – DO NOT INCLUDE WITH SIGNED CONTRACT

****

[PLEASE SELECT THE APPROPRIATE SIGNATURE BLOCK FROM THE FOLLOWING SAMPLES]

CORPORATIONS

XYZ Land Development Inc,

a California corporation

By: _____

Its: _____

[needs to be officer from the operations side:

President, CEO, Vice President]

By: _____

Its: _____

[needs to be officer from the finance side: Treasurer, CFO, Secretary]

One corporate signature is acceptable if the person is an officer if the signature is notarized (although we would like you to ask for a corporate resolution showing that person is authorized to sign). A single signature where the person is not a corporate officer – eg general manager, etc – must be supported by a corporate resolution indicating that person has been delegated authority to sign contracts on behalf of the corporation

GENERAL PARTNERSHIPS

XYZ Land Development,

a California general partnership

By: _____

Its: General Partner

LIMITED PARTNERSHIPS

XYZ Land Development, LLP,

A California limited partnership

By: _____

Its: General Partner

[need limited partnership agreement or certificate filed with state showing the person or entity is the general partner]

In many cases the general partner will be a corporation so the signature block would look like this:

XYZ Land Development, LP,

A California limited partnership

By: ABC Developers, Inc,

a California corporation

Its: General Partner

By: _____

Its: President, CEO, VP

By: _____

Its: Secretary, Treasurer, CFO

LIMITED LIABILITY COMPANY

XYZ Land Development, LLC,

a California Limited Liability Company

By: _____

Its: Managing Member

[we need to see the operating agreement or certificate filed with secretary of state showing the person or entity is the managing member]

If the Managing Member is not an individual, but is a business entity then you would indent the signature block for the appropriate persons to sign as in the example for the limited partnership above.

PERFORMANCE BOND **Bond No. _____**

WHEREAS,_____ ("Principal") has entered into an "Agreement" with the City of Belmont ("City") for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit performance security.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City in the amount of $_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) performs the covenants, conditions, and obligations of the Agreement, including the obligation to indemnify, defend, and hold harmless the City, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety's obligation under this bond shall arise after the City has provided written notice to the Surety, at the address set forth below, of the Principal's default under the Agreement, and the Principal's failure to cure the default in accordance with the terms of the Agreement.

The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal	**Surety**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date:	Date: _____
	Address for Notices to Surety: _____
	_____
	_____

NOTE: NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

PAYMENT BOND

Bond No. _____

WHEREAS, _____("Principal") has entered into an "Agreement" with the City of Belmont ("City") for the Project identified on this Bond, the terms and conditions of which are incorporated herein by reference; and the terms of the Agreement require the Principal to submit payment (labor & material) security for the benefit of all "Claimants"; and the term "Claimants" is defined as any of the persons named in California Civil Code Section 3181, or their assigns.

NOW, THEREFORE, Principal and _____ ("Surety"), are hereby held and firmly bound unto the City, and all Claimants, in the amount of $_____, for payment of which Principal and Surety hereby bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the Principal (or its heirs, executors, administrators, successors, or assigns approved by the City) and all of its subcontractors pay: (a) all Claimants, and (b) all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Agreement, and (c) all amounts required to be deducted, withheld, and paid over to the California Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor; then this obligation shall become and be null and void; otherwise it shall remain in full force and effect.

The Surety's obligation under this bond shall arise, and the Surety shall make appropriate payments, after the Surety has received written notice, at the address set forth below, of the Principal's failure to make payment in accordance with the obligations of the Agreement or this bond. This bond shall inure to the benefit of the City and Claimants, as to give a right of action to any Claimant or their assigns in any suit brought upon this bond. In the event suit is brought upon this bond, the surety shall pay reasonable attorneys' fees and costs incurred by the prevailing parties in such suit, which fees and costs shall be in addition to the face amount of the bond. The Surety hereby agrees, for value received, that its obligations under this bond shall in no way be impaired or modified by any modification to the Agreement by the City and the Principal, and the Surety hereby waives notice of any such modification.

IN WITNESS WHEREOF, the undersigned represent and warrant that they have the right, power, legal capacity, and authority to enter into and execute this document on behalf of the Principal and the Surety, and have caused this document to be executed by setting hereto their names, titles, and signatures.

Principal	**Surety**
_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date:	Date: _____
	Address for Notices to Surety: _____
	_____
	_____

NOTARY ACKNOWLEDGMENT FOR SURETY AND SURETY'S POWER OF ATTORNEY MUST BE ATTACHED.

MAINTENANCE BOND

(To be executed after acceptance of project by the City Council)

KNOW ALL MEN BY THESE PRESENTS, that we, _____ as Principal, and _____, as Surety, are held and firmly bound unto the City of Belmont (hereinafter called the Obligee), in the penal sum of _____ Dollars ($_____) for the payment of which, well and truly to be made, we do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has heretofore entered into a contract with the Obligee for the _____Project, City Contract No._____; and,

WHEREAS, the work called for under the contract has now been completed and accepted by Obligee;

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the Principal shall for a period of one (1) year from and after the date of the completion and acceptance of the contract indemnify the Obligee against any loss or damage directly arising by reason of any defect in the material or workmanship that may be discovered within the period aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Principal: _____	Surety: _____
Corporate Seal (where appropriate)	Corporate Seal (where appropriate)
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed name and title	Printed name and title
_____	_____
Date	Date
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code

ALTERNATIVE CLAUSES

1. **Identification of Plans.** The Contract Documents are more particularly defined in the Agreement, and generally include: all Bidding Documents (including the Invitation For Bids, these Instructions to Bidders, Addenda [if any], and Bid Forms), the Agreement, the Specifications (including the General Conditions, the Special Provisions , and the Technical Specifications), the Exhibits (including bonds), and the Drawings (also referred to as "Plans"). The Plans specifically include the following documents: 11 SHEETS OF DRAWINGS PREPARED BY Schaaf & Wheeler, DATED May 13, 2024.

2. **Truck Routes.** Pursuant to City ordinances, use only authorized truck routes. Additional information is listed below:

   The following truck traffic routes shall be limited to a maximum gross weight, including load, of THIRTEEN (13) Tons:
   - All of Ralston Avenue

The maximum combined total vehicle weight, plus load, on all remaining streets shall not exceed Eight (8) Tons.

REQUIREMENT FOR PUBLIC NOTIFICATION
If more than fifty (50) yards of material will be hauled, the permit applicant shall be required to notify all property owners within a three hundred (300) foot radius of the date and time that the hauling will take place. (Belmont City Code Section 14-94(f)).

Alternate Improvement Security Clauses for Agreement Section 13:

Warranty security in the amount of 10 % of the Contract Amount (in the form of the Faithful Performance security) to secure faithful performance of this Agreement (from the date on which the City accepts the Work as complete until one year thereafter).

Alternate Insurance Clauses for Agreement Section 14:

Risk Management may require additional insurance coverage (e.g., $3,000,000 for commercial general liability).

Deductibles and Self-Insured Retentions. Any deductibles (including any self-insured retentions) must be declared to and approved by the City.

If the amount of the deductible for commercial general liability is greater than $_____, the Contractor shall either: reduce the deductible to an amount less than or equal to $_____, or the Contractor shall procure a bond in an amount sufficient to guarantee payment of claims within the deductible amount (including losses and related investigations, administration and defense expenses).

If the amount of the deductible for property insurance is greater than $_____, the Contractor shall either: reduce the deductible to an amount less than or equal to $_____, or the Contractor shall

procure a bond in an amount sufficient to guarantee payment of claims within the deductible amount (including losses and related investigations, administration and defense expenses).

Alternative Clauses 1 of 1

GENERAL CONDITIONS

CITY OF BELMONT
CITY CONTRACT NUMBER 2025-636
2025 SEWER REHABILITATION PROJECT

G.C. 1 STANDARD SPECIFICATIONS

The Standard Specifications for Public Works Construction "Greenbook" (2018) in conjunction with The State of California Department of Transportation Standard Specifications "Caltrans Standard Specifications" (2018) shall be the referenced standard specifications for this contract. All work shall conform to the aforementioned standard specifications, including General Conditions, Special Provisions and Technical Specifications, unless otherwise specified in the Contract Documents.

G.C. 2 DEFINITIONS

"City of Belmont," the "Contractor," and the "Contract Documents" are identified in the Standard Contract Agreement. The "City of Belmont" and the "Contractor" include their authorized representatives and are treated throughout as if each were singular in number and neuter in gender. "Contractor" includes its surety. Whenever in the Standard Specifications and Contract Documents the following terms are used, they shall be understood to mean and refer to the following:

A. Agency/City The City of Belmont, California

B. Engineer The Director of Public Works and his authorized representatives.

G.C. 3 ENGINEER

The Engineer shall act as the City's representative during the construction period. He shall determine the amount, quality, acceptability and fitness of parts of the work and interpret the Contract Documents. The Engineer will make visits to the site and determine if the work is proceeding in accordance with the Contract Documents. No act or omission of the Engineer shall relieve the Contractor of the duty to proceed with the work in strict conformity with the Contract Documents.

At least one week prior to the start of work, the Contractor shall furnish to the Engineer a Schedule of Work showing the Contractor's planned sequence of operations. Such schedule shall be subject to the review and approval of the Engineer. No work shall be done until the Contractor and the Engineer have agreed to the schedule to be followed by the Contractor.

Upon request, the Engineer shall reduce to writing any oral order, objection requirement or determination. All communications to the City by the Contractor shall be via the Engineer. Whenever the Engineer's approval is requested, it shall be in writing only.
In accordance with Belmont's Construction Noise Ordinance, work within the City's right of way shall be done during normal working hours of 8 am to 5 pm, Monday through Friday.

The Contractor shall hand deliver written notification to the Engineer prior to any emergency overtime, weekend or holiday. The sum of the City Inspector's pay for inspection of overtime weekend or holiday work performed will be deducted from any moneys due to the Contractor.

Overtime is defined as work in excess of 8 hours in a day. The Contractor, and not the Engineer, shall be responsible for the construction means, controls, techniques, sequences, procedures and construction safety.

As stated elsewhere, amounts shown in the Proposal and Contract as to quantities are estimates only. From time to time, the Engineer shall direct the Contractor as to the prosecution of the work in such manner as to increase or decrease such estimates as to the work actually to be done. The Contractor shall comply with such instructions and shall be paid only for work actually done based on the unit prices set out in the Contract.

G.C. 4 AWARD AND EXECUTION OF CONTRACT

The right is reserved to reject any bids if the Engineer is not satisfied that the bidder is fully qualified to carry out the terms of the Contract.

G.C. 5 PROTECTION

At his expense the Contractor shall:

A. Protect all utilities from damage and not disturb such utilities without approval of the governing agency. Contact Underground Service Alert (USA) at 1-800-227-2600 at least 48 hours prior to commencing excavations.

B. Work with the respective utility companies to assure proper reconnection and relocation of such services. The Contractor is expected to include the cost of working with these utility companies in the price bid for the work involved.

C. Take every precaution against injuries to persons or damage to property.

D. Comply with regulations governing the use of the property. The Contractor shall furnish the City with a copy of written permission from the property owner to the Contractor prior to using private property for any storage of materials, equipment or debris.

E. Store and suitably protect its apparatus, equipment, materials, and supplies in an orderly fashion on site.

F. Place on the work only such loads as are consistent with the safety of the work.

G. Effect all cutting, fitting, or patching or its work required to make it conform to the Plans and Specifications and interrelated with other improvements but, except with the consent of the Engineer, shall not cut or otherwise alter existing improvements.

H. Protect and preserve established benchmarks and monuments, make no changes in the location of such without the prior written approval of the City, and replace and relocate any which may be lost or destroyed or which require shifting because of necessary changes in grades or locations. All replacement and relocation work shall be accomplished only after approval of the City and under the direct supervision and instructions of the Engineer.

I. Before final payment, remove all surplus material, false work, temporary structures, debris, and similar matter resulting from its operation from the site and put the site in an orderly condition.

J. Construct, operate and maintain all passageways, guard fences, lights, barricades and other facilities required for protection by state or municipal laws and regulations and local conditions during the course of the work.

K. Guard the City's property from injury or loss.

L. Take all reasonable precautions for dust and noise control and generally conduct operations so as not to constitute a nuisance.

M. Protect existing signs, fences, asphalt pavement, concrete curb, and gutter and other highway facilities which may be encountered in the roadway. The replacement or repair of any facilities which the City deems necessary as a result of the Contractor's operations shall be done by the Contractor at its own expense and to the satisfaction of the City.

G.C. 6 VALUE ENGINEERING

The City is receptive to proposals from the Contractor identifying ways to reduce project costs and will share 50% of the cost savings with the Contractor if the proposal is accepted. The City encourages the Contractor to submit cost saving proposals on construction methods, products or materials that are equal to, or better than, what is specified by the project plans or specifications. The City is not obligated to accept and implement the proposal; however, if the City does accept the proposal for implementation, the City will share 50% of the cost savings with the Contractor. The cost savings shall be limited to the project for which the proposal is made. The City retains the right to implement the Contractor's proposal on future projects without obligation to sharing the future cost savings. The cost saving/value engineering program is administered by the City in accordance with California Public Contract Code Section 7101.

G.C. 7 CHANGES IN THE WORK

The City shall have the right to make any reasonable changes in the project plans or quantities determined to be necessary or expedient. In case such changes increase or diminish the work shown, the Contractor shall be paid for the work actually done at a mutually agree upon adjustment to the Contract price, based upon the accepted Bid Proposal or according to the provisions of Paragraph 7, Changes in Work. The Contractor shall not be entitled to extra payment, nor shall any claim be made on account of anticipated profits on the work that may be omitted.

G.C. 8 CHANGES IN CONTRACT PRICES

Whenever corrections, alterations, or modifications of the work under this Contract are ordered by the Engineer and increase the amount of work to be done, such added work shall be known as extra work; and when such corrections, alterations, or modifications decrease the amount of work to be done, such subtracted work shall be known as work omitted.

The difference in cost of the work affected by such change will be added to or deducted from the amount of said Contract price, as the case may be, by a fair and reasonable valuation, which shall be determined in one or more of the following ways:

a. By agreed lump sum
b. By agreed unit prices
c. By Force Account

If neither a nor b methods can be agreed upon and the Contractor receives written order to make such changes, the Contractor shall be compensated by Force Account for his actual necessary costs, including labor, material, and equipment rental, as determined by the Engineer, plus a negotiated

fixed fee for profit and such overhead items as home and branch office expenses, general expenses, general superintendence, indirect labor, and licenses. The negotiated fixed fee shall not exceed fifteen percent (15%) of actual necessary direct costs.

In addition to the actual cost of labor, the amount due the Contractor shall include the cost of compensation insurance, contributions made to the State as required by the provisions of the Unemployment Reserve Act, Chapter 352, Statutes of 1935, as amended; and for taxes paid the Federal Government, as required by the Social Security Act, approved August 14, 1935, as amended to date, plus other payments the Contractor must make to, or on behalf of, the workers.

For use of equipment owned by the Contractor, the rental rates therefore shall be based upon the current prices prevailing in the locality, not to exceed the rates promulgated by the California (State) Department of Transportation in effect at the time the work was performed.

It is understood that labor, materials, and equipment may be furnished by the Contractor, or by the subcontractor, or by others on behalf of the Contractor. When the work is performed by other than the Contractor's organization, the Contractor shall reach an agreement with such other forces as to the distribution of payments made for such, and no additional payment therefore will be made by the City.

When Force Account work is performed by a bona fide and approved subcontractor, the negotiated fixed fee markup is limited to ten percent (10%) for the subcontractor, and five percent (5%) for the prime Contractor, on the performing subcontractor's actual costs, and no markup will be allowed for any intermediary subcontractor between the performing subcontractor and the prime Contractor.

All labor furnished on Force Account work shall be adjusted daily upon report sheets, furnished by the Contractor and signed by both parties, which daily report sheets hall thereafter by considered the true record of Force Account labor provided.

In order that a proper estimate may be made by the Engineer of the net cost of labor and materials entered into Force Account work, in accordance with the procedure hereinbefore stated, the Contractor shall furnish weekly an itemized statement of materials and labor supplied together with the cost of such material and the wages paid, and shall furnish vouchers for quantities and prices of such labor, material, or work. In case the Contractor fails to comply with the above provisions, he shall have no claim for compensation against the City.

City reserves the right to contract with any person or firm other than the Contractor for any or all extra work. The Contractor's attention is especially called to the fact that he shall be entitled to no claim for damages for anticipated profits on any portions of work that may be awarded to others.

When the Contractor considers that any changes ordered involve extra work that the Engineer has not recognized as such, he shall immediately notify the Engineer in writing as to when and where alleged extra work is to be performed. If the Engineer directs by written order that the alleged extra work be performed, the Contractor shall comply, and shall make claim for compensation therefore each month not later than the 20th day of the month during which the work claimed to be extra work was performed, and he shall submit a weekly complete statement of materials used and expenses incurred on account of extra work performed, showing allocation of all materials and expenses. All such claims shall state the date of the Engineer's written order.

Unless such notification is made in writing and unless complete statements of materials used and expenses incurred on account of such alleged extra work are furnished as above required, the Contractor shall not be entitled to consideration for payment for alleged extra work, and any future claims for compensation for such alleged extra work shall be invalidated.

G.C. 9 BRAND OR TRADE NAME - SUBSTITUTE OF EQUALS

Reference is made in Section 3400 of the California Public Contracts Code, which is by this reference incorporated herein with like effect as if here set forth in full.

If a potential bidder believes he knows of an equal to a specified brand or trade name which is not mentioned in the Contract Documents, then such potential bidder may so advise the Engineer of such fact, giving all relevant information. If appropriate, an Addendum will be issued as to the alleged equal provided that such issuance may be accomplished at least 5 days before the time fixed for opening bids.

Unless the subject article or product is expressly designated for matching others in use in a particular public improvement either completed or in the course of completion, any bidder may, as part of its bid proposal, include a request for substitution of an item equal to any specified brand or trade name. At the preconstruction meeting, the Contractor may submit to the Engineer data substantiating such a request, and the difference, if any, in cost. The Engineer shall promptly investigate the request and make a recommendation to the City as to equality.

The City shall promptly determine where the substitute is equal in every respect to the item specified, and approve or deny the request accordingly, and shall notify the Engineer of the determination made, who shall advise the Contractor in writing of the decision. Unless the request is granted, substitution will not be permitted. In accordance with Section 3400 of the California Public Contracts Code, the Contractor shall be provided a period of not less than 35 days after the award of contract for submission of data substantiating a request for a substitution of “an equal” item.

Nothing herein shall authorize a change in the Contract price or prevent the use of change order in the manner provided elsewhere in the Contract Documents.

G.C. 10 FINAL INSPECTION, ACCEPTANCE AND NOTICE OF COMPLETION

Upon written notice from the Contractor that the entire work required by the Contract Documents is complete and that all submittals required by him are made, and after the Contractor has delivered the bonds, certificates of inspection, proof of insurance, guarantees, warranties, releases, and other documents, all as required by the Contract Documents or by law, a post construction conference will be held to review the work and resolve any unsettled matters. Present at the conference shall be the Engineer, the Inspector, the Contractor, and the Contractor’s Superintendent. Following this conference, Engineer will make a final inspection, the Contractor, and the City will notify the Contractor in writing of any deficiencies in the submittals and other documents required of him. The Contractor promptly shall make such corrections as are necessary to remedy all defects or deficiencies. After the Contract has completed any such corrections to the satisfaction of the City, the City will issue a written final acceptance of the work and file any notice of completion required by law or otherwise.

Final Inspection will be in two phases: a semi-final inspection by the Construction Inspector and the Contractor; and a final inspection, including representatives of the City, the Contractor, and any State or County agency. At the conclusion of the semi-final inspection, the Construction Inspector will provide the Contractor, in writing, a "punch list" of items requiring completion of remedial work. The Contractor shall rectify all matters on the "punch list" before making his formal request, in writing, for Final Inspection. Upon completion of the final inspection, if further completion or remedial work is determined to be necessary, the Engineer shall transmit to the Contractor a final list of items for remedial attention. After final inspection, the City Council will adopt a resolution determining that the contract work, or designated phases thereof, is substantially complete and is accepted.

G.C. 11 GUARANTEE AND WARRANTY OF WORK

The Contractor shall submit all products and materials to be used to the Engineer for approval. The Contractor shall provide a list of submittals at the pre-construction conference.

Notwithstanding inspections and acceptance by the City of work furnished under this contract, the Contractor warrants to the City that all materials and equipment furnished under the contract, including that provided pursuant to change orders, will be of good quality and new, that the work will be free from defects in material or workmanship and that the work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

This warranty by the Contractor is in addition to any warranties or guarantees required by the special provisions or technical specifications for specified items of equipment or materials. This warranty shall be in effect notwithstanding any disclaimers, or limiting or conditional terms contained such separate warranties furnished by manufacturers or suppliers.

If, within one year after the date of final acceptance of the work by the City, any of the work is found not to be in accordance with the Contract Documents the Contractor shall correct it promptly after written notice from the City to do so, and pay for any damage to other property resulting from such non-conforming work. If the Contractor fails to make the repairs or replacements promptly, or in any emergency when delay could cause risk or damage or loss, the City may have the non-conforming work removed, replaced or corrected at the expense of the Contractor and his surety. If the amount of the performance bond is insufficient to cover such work, the Contractor shall be liable to pay any such deficiency on demand by the City. Nonconforming work which is remedied under this Section shall be subject to an extended warranty obligation for a period of one year after the non-conforming work has been remedied.

All workmanship performed, and materials/equipment installed, as part of this contract shall be guaranteed for a period of one year, commencing upon issuance of the Notice of Completion for the work under this contract.

G.C. 12 CITY'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT

The City, without prejudice to such other right, remedy or relief it may be entitled to, may by giving ten (10) days notice to the Contractor, terminate the employment of the Contractor and it his right to proceed, if:

A. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors.

B. A receiver or liquidator is appointed for the Contractor or any of its property.

C. The Contractor shall refuse or fail after Notice of Warning from the City by the Engineer to supply sufficient properly skilled workmen or suitable materials.

D. The Contractor fails to prosecute the work with such diligence as will insure its completion within the stipulated time period.

E. The Contractor shall fail to make payments to persons supplying labor or materials for the work.

F. The Contractor does not comply with applicable law or instructions of the Engineer.

G. The Contractor is otherwise guilty of a substantial violation of any provision of the Contract Documents.

If the City determines that the Contractor has failed to perform any of its obligations under the Standard Contract Agreement or to otherwise comply with the Standard Contract Agreement, then, in addition to all other remedies provided by law, City may terminate the Standard Contract Agreement immediately upon written notice to the Contractor provided, however, that if the City's determination of the Contractor's failure to perform under or comply with the Standard Contract Agreement can be cured by Contractor within thirty (30) days from the date that City discovers Contractor's failure to perform or comply, then the City may provide Contractor with a notice of Contractor's failure to perform or comply and provide Contractor with a definite period of time, to be specified in the notice and not to exceed a maximum period of thirty (30) days from the date of the notice, to cure. Failure to perform or comply to City's satisfaction within the definite time period specified in the notice are grounds for termination by City.

The City Manager is empowered to terminate the Standard Contract Agreement and issue the notices provided for in this Section on behalf of City. In the event of termination, the Contractor shall immediately cease all work being performed under the Standard Contract Agreement. Termination of the Standard Contract Agreement by City shall constitute the withdrawal of any consent or authorization of City for Contractor to perform any construction or other work under the Standard Contract Agreement in the public right-of-way or on public property, excepting only that work necessary to leave all work site areas in a clean and safe condition.

The City's right to terminate may be for the entire work, or at the City's option, as to any portion thereof as to which delay shall have occurred or breach or miscompliance related, and may thereupon take possession of the entire work or portion thereof. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance shall exceed the expense of completion, and other damage, expense or loss of the City occasioned by the Contractor's failure to properly perform, the Contractor shall pay such excess. If such expense and damage exceeds the unpaid balance, the Contractor is liable to the City for the excess. If the City elects to proceed under this Section, it may take possession of and utilize in completing the work such materials, supplies, pain and equipment on site which may be necessary or convenient for the purpose of completing the work. The City is expressly granted the right, acting via an Engineer or otherwise, to operate equipment and machinery on site for the purpose of determining whether it has a basis for proceeding under this Section.

G.C. 13 PAYMENT AND MONTHLY ESTIMATES

1. Schedules, Reports and Records As stated in Section 9-2 of the Standard Specification for Public Works Construction "Greenbook" (latest edition), the Contractor is required to submit to

the Engineer for approval, a schedule of values for bid items. Lump Sum bid items are to be broken out into appropriate segments to create the schedule. This is to be integrated with the project work schedule and submittal schedule. These schedules will be used in the evaluation of Contractor Progress Payment Requests to the City.

2. Pay Period On or immediately after the first day of each month, the Contractor is to submit to the Engineer a "Request For Progress Payment." This request is to be for work performed and for materials on the site up to and including the last day of the month. The Request For Progress Payment is to be submitted on a "Payment Application and Certificate" form (CP-14).

3. Retentions Pursuant to Section 9-3.2 of the Specifications, 5 percent of each month's amount earned by the Contractor will be retained by the City until 50 percent of the contract work is completed. At that point, at the Engineer's discretion, if work is proceeding satisfactorily, retention may be discontinued except for the amount previously retained. Pursuant to Section 9-3.2 of the Standard Specification for Public Works Construction "Greenbook" (latest edition), the Contractor may elect to place sufficient acceptable securities with the City or in an escrow account, in lieu of the Engineer's retention of the funds. Earnings from such an escrow account shall accrue to the benefit of the Contractor. All procedures and documentation shall be as provided by State Law.

4. Preparation and Processing of Monthly Progress Payment Requests Each monthly progress payment shall be submitted on a copy of the form "Payment Application and Certificate" (CP-14). It shall be prepared and certified by the Contractor and submitted to the Engineer, on or immediately following the last day of the month. It shall include the Contractor's itemization, prepared in a format approved by the Engineer and including the approved schedule of values. The "Payment Application and Certificate" (Form CP-14) shall be signed by an authorized representative of the Contractor.

Preparation of the request for progress payment should be preceded by consultation between the Contractor and the Engineer to determine acceptable percentages of completion for items in the Schedule of Values for which work has been performed. The extension of the total amount due per Schedule Item should agree with the percentage of completion. This may necessitate expressing the percentage figure to four decimal places.

Pursuant to Section 9-3.3 of the Specifications, requests for payments for materials on the site shall be accompanied by invoices, bills of sale, delivery tickets or other documentation that establishes the City's title and the value of materials for which payment is requested.

Requests for payment of Change Orders authorized by the City shall be accompanied by signed daily work orders for labor, equipment and materials if performed on a time and material basis. These are to be submitted on "Cost of Work Record" forms (CP-18).

The Engineer will review the request, check all mathematical entries, percentages and extension, and when satisfactory, will transmit the Form CP-14 to the Director of Public Works with recommendation for payment. Upon approval, the Engineer will submit, the progress payment request to the City's Finance Department for payment to the contractor. Payment will then be issued to the Contractor by the City, with retention of a portion of the funds by the City, as indicated above. If a retention securities escrow account has been established, the City will make 100% payment of the approved monthly progress payment.

Upon satisfactory completion of the Contract work, and official acceptance by the City, the retained amount will be paid to the Contractor by City, or the City will authorize the release of impounded securities to the Contractor, all subject to the provisions of Section 9-3.1 of the Specifications.

G.C. 14 FAILURE TO COMPLETE THE WORK IN THE TIME AGREED UPON

It is agreed by the parties to the Contract that time is of the essence; and that in the case all the work is not completed before or upon the expiration of the time limit set forth, damage will be sustained by the City and it is, therefore, agreed that the Contractor will pay to the City as damages the amount of the actual damage as determined, due to the failure to complete the work in the time agreed upon. In addition, the City shall have the right to charge to the Contractor and to deduct from payments for the work the actual cost to the City of engineering, inspection, superintendence, and other overhead expenses, which are directly chargeable to the contract and which accrue during the period of such delay, except that the cost of final surveys and preparation of the final estimate shall not be included in such charges. The expenses and damages described above shall be deducted from any money due the Contractor under this contract; the Contractor and his sureties shall be liable for any such excess cost.

The Contractor shall not be deemed in breach of its contract and no forfeiture due to delay shall be made because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the Contract, provided the Contractor requests an extension of time in accordance with the procedures set forth in Section 6-6 of the Standard Specification for Public Works Construction "Greenbook" (latest edition). Unforeseeable causes of delay beyond the control of Contractor shall include acts of God, acts of a public enemy, acts of the government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather, or delays caused by failure of the City or the owner of a utility to provide for removal or relocation of existing utility. Failure of the Contractor, its agent, servants, employees, officers, subcontractors, directors, or of any party contracting to perform part or all of the work or to supply any equipment or materials shall not be excusable delays. Excusable delays (those beyond Contractor's control) shall not entitle the Contractor to any additional compensation. The sole remedy of the Contractor shall be to seek an extension of time.

G.C. 15 FINAL ACCEPTANCE, RECORDING AND PAYMENT

Upon satisfactory completion of the contractor work or designated phase thereof, and receipt, by the City, of required releases and the "Contractor's Certificate of Release and Request for Final Payment" (CP-20), the acceptance process is as follows:

1. The Engineer recommends to the City Manager and the City Council that the contract work, or designated phase thereof, is substantially complete and ready for acceptance by the City.
2. The City Council adopts a resolution determining that the contract work, or designated phases thereof, is substantially complete and is accepted. The resolution directs the City Clerk to do the following:
   (a) Issue a "Notice of Substantial Completion" (Form CP-21) to the Contractor.
   (b) File with the County Recorder of the County of San Mateo a "Notice of Completion of Contract" (Form CP-22). Filing not to occur until after certification by the Engineer to the

City Clerk that all required "punchlist" items have been satisfactorily remedied by the Contractor. On the date established in the "Notice of Completion" the Contractor's required one-year warranty period will commence, and the City will assume operational responsibility for the completed facilities.

3. Upon issuance of the "Notice of Substantial Completion" to the Contractor, the City will make final payment to the Contractor of the amount remaining after deducting all prior payments and deducting all amounts to be kept or retained by City under the provisions of the contract documents.

4. If all "punch list" items have been satisfactorily remedied, then within ten days of the City Council adoption of the resolution determining the contract work, or designated phase thereof, completed and accepted, the City Clerk will file with the County Recorder the "Notice of Completion of Contract." If a "punchlist" of remedial work remains to be performed by Contractor, then provisions of Section 2.b, above, shall govern as to the time of filing the "Notice of Completion of Contract."

5. A period of thirty-five (35) calendar days will elapse from the date of filing of the "Notice of Completion of Contract" with the County Recorder before the final payments of retained amounts will be made to the contractor.

6. If no stop notices are received by the City within the stated 35-day filing period, the City will issue final payment of retained amounts for the contract work, or designated phase thereof, to the contractor. If any stop notice is received by the City within the 35-day waiting period, it will be referred to the City's legal counsel and final payment of retained amounts will be deferred or adjusted in accordance with advice of legal counsel, until such stop notice matter has been satisfactorily resolved.

G.C. 16 RESOLUTION OF DISPUTES

The City of Belmont incorporates the provisions of Chapter 1414 of the State Public Contract Code (A.B. No. 4165) as part of its plan and specifications for the resolution of construction claims through arbitration. A summary of its provisions are included in the modification to the Standard Specifications which the Contractor is directed to read. The Contractor is also directed to review the entire Statute, Chapter 1414, Section 20207.4 and Section 20104 of the Public Contract Code.

The City's records setting forth the fair and reasonable cost of repairing, replacing, rebuilding or reasonable cost of repairing, replacing, rebuilding or restoring any damage or defects when performed by one other than the Contractor shall be binding and conclusive as to the amount thereof upon the Contractor.

G.C. 16.1 CONTRACT INTERPRETATION BY THE ENGINEER

Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Engineer. The Engineer will respond to the Contractor in writing with a decision.

G.C. 16.2 CLAIMS

G.C. 16.2.1 NOTICE

If the Contractor disagrees with the Engineer's decision in G.C.16.1, Contract Interpretation by the Engineer, or in any case, where the Contractor deems additional compensation or a time extension to the contract period is due him for work or materials not covered in the contract or which the Engineer has not recognized as extra work, the Contractor shall notify the Engineer, in writing, of his intention to make claim. Claims pertaining to decisions provided in G.C.16.1 shall be filed in writing to the Engineer within five (5) days of receipt of such decision. All other claims notices for extra work shall be filed in writing to the Engineer prior to the commencement of such work. Written notice shall use the words "Notice of Potential Claim." Such Notice of Potential Claim shall state the circumstances and the reasons for the claim, but need not state the amount.

Additionally, no claim for additional compensation or extension of time for a delay will be considered unless provisions of G.C.7, Changes in the Work; G.C.8, Changes in Contract Prices; and G.C.25, Termination of Contract by Contractor of these General Conditions, are complied with. No claim filed after the date of final payment will be considered.

It is agreed that unless notice is properly given, the Contractor shall not recover costs incurred by him as a result of the alleged extra work, changed work or other situation which had proper notice been given would have given rise to a right for additional compensation. The Contractor should understand that timely notice of potential claim is of great importance to the City, and is not merely a formality. Such notice allows the City to consider preventative action, to monitor the Contractor's increased costs resulting from the situation, to marshall facts, and to plan its affairs. Such notice by the Contractor, and the fact that the Engineer has kept account of the cost as aforesaid, shall not in any way be construed as proving the validity of the claim.

G.C. 16.2.2 SUBMISSION OF CLAIM COSTS

Within thirty (30) days after the last cost of work for which the Contractor contends additional compensation is due, but if costs are incurred over a span of more than 30 days, then within fifteen (15) days after the thirtieth day and every month thereafter, the Contractor shall submit to the Engineer the costs incurred for the claimed matter. Claims shall be made in itemized detail satisfactory to the Engineer in content, detail and format of presentation. If the additional costs are in any respect not knowable with certainty, they shall be estimated. If the claim is found to be just, it shall be allowed and paid for as provided in G.C.7, Changes in the Work.

G.C. 16.2.3 CLAIM MEETINGS

From time to time the Engineer may call special meetings to discuss outstanding claims. The Contractor shall cooperate and attend, prepared to discuss outstanding claims, making available the personnel necessary for claim resolution, and providing documents reasonably requested by the Engineer.

G.C. 16.3 RESOLUTION OF CLAIMS

For all contracts awarded during the effective dates of Public Contract Code Section 20104, where claims cannot be resolved between the parties, claims for three hundred and seventy-five thousand ($375,000) or less shall be resolved pursuant to the provisions of that code section, which is summarized in G.C.16.3.1 and 16.3.4 are applicable; however, G.C.16.3.5, Civil Action for claims less than $375,000 is not applicable.

G.C. 16.3.1 CLAIMS LESS THAN $50,000

1. For claims of less than fifty thousand dollars ($50,000), the Engineer shall respond in writing to written claims within 45 days of receipt of the claim in G.C.16.2, Claims, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.

2. If additional information is thereafter required, it shall be requested and provided pursuant to this section, upon mutual agreement of the City and the Contractor.

3. The Engineer's written response to the claim, as further documents, shall be submitted to the Contractor within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor in producing the additional information, whichever is greater.

G.C. 16.3.2 CLAIMS GREATER THAN $50,000

1. For claims of over fifty thousand dollars ($50,000), the Engineer shall respond in writing to all written claims within 60 days of receipt of the claim in G.C.16.2, Claims, or may request, in writing, within 30 days of receipt of claim, any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor.
2. If additional information is thereafter required, it shall be requested and provided pursuant to this paragraph, upon mutual agreement of the City and the Contractor.
3. The Engineer's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

G.C. 16.3.3 CLAIM CONFERENCE

If the Contractor disputes the Engineer's written response, or if the Engineer fails to respond within the time prescribed, the Contractor may so notify the City, in writing, either within 15 days of receipt of the Engineer's response or within 15 days of the Engineer's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the City shall schedule a meet and conference within 30 days for settlement of the dispute.

G.C. 16.3.4 CLAIM FILING

If following the meet and conference described in G.C.16.3.3, Claim Conference, the claim or any portion remains in dispute, the Contractor may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to G.C.16.2, Claims, until the time the claim is denied, including any period of time utilized by the meet and conference.

G.C. 16.3.5 CIVIL ACTIONS FOR CLAIMS LESS THAN $375,000

The following procedures are established for all civil actions filed to resolve claims for less than three hundred seventy five thousand dollars ($375,000).

1. Within 60 days, but not earlier than 30 days, following the filing or responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that Code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

3. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (b) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under the chapter, also pay the attorney's fees on appeal of the other party.

G.C. 16.3.6 UNRESOLVED ISSUES

Unless this contract provides otherwise, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor that are not resolved between the City and the Contractor and are not governed by Public Contract Code 20104 shall be decided by a court of competent jurisdiction. Arbitration shall not be used for resolution of these disputes. Should either party to this Agreement bring legal action against the other, the case shall be handled in the California County where the work is being performed.

G.C. 16.4 RECORDS OF DISPUTED WORK

In proceeding with a disputed portion of the work, the Contractor shall keep accurate records of its costs and shall make available, to the Engineer, a daily summary of the hours and classification of equipment and labor utilized on the disputed work, as well as a summary of any materials or any specialized services which are used. Such information shall be submitted to the Engineer on a monthly basis, receipt of which shall not be construed as an authorization for or acceptance of the disputed work.

G.C. 17 DOCUMENTS OF CONTRACTOR

Upon demand, the Contractor shall make available to the City all documents in its possession relevant to the work accomplished or to be accomplished or any demand or claim of the Contractor as to the City. This includes copies of documents sent by the Contractor to others relevant to the work. The Contractor shall further make available to the City conformed copies of all documents submitted to the sureties who executed indemnification made to such surety by others for such

purpose. The Contractor shall maintain in its possession all documents to the work for three years after Notice of Completion.

G.C. 18 PROJECT SAFETY AND RESPONSIBILITY OF CONTRACTOR TO ACT IN AN EMERGENCY

The Contractor shall take all responsible precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:

1. All employees on the work and all other persons and organizations who may be affected thereby.
2. All the work and all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor of any of its subcontractors or sub-subcontractors.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structure and utilities not designated for removal, relocation, or replacement in the course of construction.
4. Vehicular and pedestrian traffic on or near the project site. These requirements shall apply continuously and not be limited to normal working hours.

The Contractor shall give all notice and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. Except where otherwise expressly required by applicable laws, the City may monitor the Contractor's compliance with any laws or regulations.

The Contractor shall erect and maintain, as required by existing conditions and progress of the work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and uses of adjacent utilities.

Full compensation for the work involved in carrying out the safety precautions shall be considered as included in the various items of work and no additional payment will be made therefor.

In case of an emergency which threatens loss or injury to property or life, the Contractor shall act without previous instructions as the situation may warrant. The Contractor shall notify the Engineer immediately thereafter. Any compensation for emergency work claimed by the Contractor, together with substantiating documentation, shall be submitted to the City via the Engineer.

G.C. 19 LABOR CODE

A. Public Works. The services to be performed under this contract are for "public works" within the meaning of Labor Code Section 1720. The Contractor must comply with the requirements applicable to public works contractors as contained in Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720) and as set forth in this section. *This contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations.*

B. Hours of Labor. As required by Labor Code Section 1810 and 1813, the parties stipulate as follows. Eight hours labor constitutes a legal day's work. The Contractor shall forfeit, as penalty to the City, $25 for each workman employed in the performance of the Contract by the Contractor or by any subcontractor under him for each calendar day during which such workman is required or permitted to work more than eight hours in any one day and 40 hours in any one calendar week in violation of Labor Code Sections 1810 to 1815, except that work performed by employees of the Contractor in excess of eight hours per day and 40 hours during any one week shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one-and-one-half times the basic rate of pay.

C. Prevailing Wage. Contractor must comply with the prevailing wage requirements of Labor Code Sections 1720 to 1780. D. Wage Rates.

1. In accordance with Labor Code Section 1773.2, the City has obtained from the Director of the California Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed for each craft, classification, or type of worker needed to execute the contract, a copy of which is hereby incorporated by reference. Copies of the prevailing rates of per diem wages are on file in City's office and are available to any interested party.

2. The Contractor must post a copy of the prevailing rate of per diem wages at each job site.

3. The term "per diem wages" is defined in Labor Code Section 1773.1. E. Failure to Pay Prevailing Wages.

1. In accordance with Labor Code Section 1775, the Contractor will forfeit as a penalty to the City an amount determined by the Labor Commissioner under Section 1775 for each calendar day or portion thereof for each workman paid less than stipulated prevailing wage rates for such work or craft in which such worker is employed for any work done under the Contract by the Contractor or by any subcontractor under the Contractor in violation of the provisions of the Labor Code.

2. As required by Labor Code Section 1775, the parties stipulate that the contractor and subcontractors must comply with Section 1775, and in the event of non-compliance with payment of prevailing wages to workers, the contractor or subcontractor must pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate to each worker.

3. The City will not recognize any claim for additional compensation because of the payment by the Contractor of any wage rate in excess of the prevailing wage rate set forth in the Contract. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his bid, and will not under any circumstances be considered as the basis of a claim against the City on the Contract. F. Payroll Records.

1. The Contractor and each subcontractor must comply with Labor Code Section 1776 and all requirements of contractors stated therein for the maintenance, inspection and certification of payroll records.

2. *The Contractor and each subcontractor must furnish electronic certified payroll records directly to the Labor Commissioner.*

3. The Contract and each subcontractor must furnish certified payroll records to the City with each progress payment request.

4. The Contractor and each subcontractor who fails to timely furnish payroll records or make the records available for inspection will forfeit to the City the penalty for noncompliance set forth in Labor Code Section 1776 for their respective failure.

G. Apprentices. This subsection applies to contracts for Public Works involving $30,000 or more.

1. The contractor and each subcontractor must comply with the requirements for employment and compensation of apprentices as set for in Labor Code Section 1777.5. The prime Contractor is responsible for compliance with Labor Code Section 1777.5 for all apprenticeable occupations.

2. As required by Labor Code Section 1773.3, the City will send notice of the award of this Contract to the Division of Apprenticeship Standards within five days after award.

H. Discrimination. The contractor and each subcontractor must comply with the antidiscrimination requirements of Labor Code Section 1777.6. I. Worker's Compensation.

1. In accordance Labor Code Section 1860, the contractor and each subcontractor must secure the payment of workers' compensation for their employees as required by Labor Code Section 3700.

2. Before performing the work, the Contractor must sign and file with the City, the certification required by Labor Code Section 1861.

J. Excavation Plans. As required by Labor Code Section 6705, for all public works projects in excess of $25,000 that involve excavation or trenching to a depth of five feet or more, the Contractor must submit a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation or trenching. The plan must comply with the following provisions.

1. If the plan varies from the shoring system standards, the plan must be prepared by a registered civil or structural engineer.

2. A note must be included on the plan by the registered civil or structural engineer certifying that the plan complies with the CAL OSHA Construction Safety Orders or that the plan is not less effective than the shoring, bracing, sloping, or other provision of the Construction Safety Orders.

3. If the Engineer has investigated subsurface conditions in area where the work is to be performed, these investigations are identified in the Special Provisions and the records of the

investigations are available for inspection in the Public Works Department. The plan will not be accepted by the City if the plan is based on subsurface conditions which are more favorable than those revealed by the Engineer's investigations, or if the plan is based on soils related design criteria which is less restrictive than the criteria set forth in the Engineer's report of investigations or subsurface conditions.

4. The detailed plan must include surcharge loads for nearby embankments and structures for spoil banks and for construction equipment and other construction loadings. The plan must indicate for all trench conditions, the minimum horizontal distances from the side of the trench at its top to the near side of the surcharge loads.

5. Nothing contained in this Section shall be construed to impose tort liability on the City or any of its employees or to relieve the Contractor of the full responsibility for providing shoring, bracing, sloping, or other provisions which are adequate for worker protection.

K. Subcontractor Eligibility**.** Contractor acknowledges that under Public Contract Code Section 6109 no contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project under Labor Code Section 1777.1 or 1777.7 may bid on, be awarded, or perform work as a subcontractor on, a public works project. Contractor is prohibited from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project under Labor Code Section 1777.1 or 1777.7.

G.C. 20 SUPERVISION BY CONTRACTOR

The Contractor will supervise and direct the work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents. The Contractor will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The Contractor shall be responsible to see that the finished work complies accurately with the Contract Documents. The Contractor will employ and maintain on the work site a qualified supervisor or superintendent who shall have been designated in writing by the Contractor as the Contractor's representative at the site. The supervisor shall have full authority to act on behalf of the Contractor and all communications given to the supervisor shall be as binding as if given to the Contractor. The supervisor shall be present on the work site at all times as required to perform adequate supervision and coordination of the work. The Contractor shall not change job supervisor without written approval of the Engineer. Full compensation for conforming to the requirements of this Section shall be considered included in the contract prices paid for the various items of work and no additional compensation shall be allowed therefore.

G.C. 21 ALTERNATIVE METHODS OF CONSTRUCTION

Whenever the Contract Documents provide more than one method of construction or more than one specified type of construction equipment may be used to perform portions of the work and the Contract Documents leave the selection of the method of construction or the type of equipment to be used up to the Contractor, it is understood that the City does not guarantee that every such method of construction or the type of equipment can be successfully used throughout all or any part of any project. It shall be the Contractor's responsibility to select and use the alternative or alternatives which will satisfactorily perform the work under the conditions encountered. In the event some of the alternatives on any project or equipment specified cannot be utilized, the Contractor shall be responsible for completing the work in a satisfactory and workmanlike manner

to provide the intended service and full compensation for any additional cost involved shall be considered as included in the contract price paid for the item of work involved and no additional compensation will be allowed therefore.

G.C. 22 PROJECT APPEARANCE

The Contractor shall maintain a neat appearance of the work. In any area visible to the public, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. If stockpiling is necessary, the material shall be removed or disposed weekly.

Full compensation for conforming to the provisions in this Section not otherwise provided for shall be considered as included in prices paid for the various contract items of work involved and no additional compensation will be allowed therefore.

G.C. 23 INSURANCE HOLD HARMLESS

The Contractor shall, before the commencement of work herein specified, procure and maintain in full force and effect during the life of the contract, at its sole expense, insurance as described in Section 14 of the Construction Agreement.

G.C. 24 EQUAL EMPLOYMENT OPPORTUNITY

General: The Contractor shall not discriminate in its recruiting, hiring, promotion, demotion or termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical condition, or marital status in the performance of this Contract and shall comply with the provisions of the California Fair Employment and Housing Act (commencing with Section 12900 of the Government Code), Federal Executive Order No. 11246 (30 Federal Register 12319), as amended, and all administrative rules and regulations issued pursuant to said Acts and Order. See particularly 41 Code of Federal Regulation (CFR) Chapter 60.

The Contractor shall require each of its subcontractors to comply with the preceding paragraph and shall include in each subcontract language similar to the preceding paragraph.
Each bidder shall submit with the bid proposal a fully executed Certificate of NonDiscrimination by Contractors. Bids will not be considered unless accompanied by the completed Certificate.

A. Transactions of $10,000 and Less

1. Contracts and subcontracts not exceeding $10,000 are exempt from the requirements of this clause.
2. No Contractor or subcontractor shall procure supplied and/or services in less than usual quantities to avoid applicability of the Equal Opportunity Clause. With respect to contracts and subcontracts for indefinite quantities, the Equal Opportunity Clause shall apply unless it is determined by the City that the amount to be ordered in any one year under such contract reasonably will be expected not to exceed $10,000.

B. Transactions in Excess of $10,000, but Less Than $50,000

1. Each prime contractor shall certify that it has in effect an affirmative action plan and agrees to comply with all state and federal laws and regulations concerning Fair Employment Practices.
2. The contractor shall maintain a written copy of its affirmative action plan and will furnish a copy to the City upon request by the City. The City reserves the right, during the life of this Contract, to require the contractor to complete an affirmative action compliance report furnished by the City setting definite goals and timetables and indicating progress in meeting the goals.

C. Transactions of $50,000 or More

1. Each prime contractor who has fifty or more employees and a contract of $50,000 or more shall develop and submit to the City within thirty days of award a written affirmative action compliance program including definite goals and timetables with proposed dates of compliance. The prime contractor shall make, as a condition of its subcontract, the same requirement of each subcontractor who has fifty or more employees and a subcontract of $50,000 or more. Each contractor shall include in its affirmative action compliance program a complete table of its employees' job classifications. This table must include, but need to be limited to, job titles, duties and rates of pay.
2. The contractor agrees to permit access to its records or employment advertisement, application forms and other pertinent data and records by the City or its designee and any state or federal agency having jurisdiction for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
3. The City shall have the right to assign an affirmative action representative to monitor the conduct of the contractor and subcontractors under this contract. The affirmative action representative shall have the right to enter the construction or manufacturing site to obtain information from persons performing work on the project, providing such inspection shall not in any way interfere with the progress of the work under contract.

G.C. 25 TERMINATION OF CONTRACT BY CONTRACTOR

The Contractor may terminate the contract upon ten (10) days calendar day's written notice to the City whenever (1) the entire work has been suspended in accordance with these provisions for sixty (60) consecutive calendar days through no fault or negligence of the Contractor, and notice to resume work or to terminate the contract has not been received from the City within this time period; or (2) the City should fail to pay the Contractor any substantial sums due it in accordance with the terms of the contract and within the time limits prescribed. In the event of such termination, the Contractor shall have no claims against the City except for those claims specifically enumerated in these provisions and determined in accordance thereof.

SPECIAL PROVISIONS

CITY OF BELMONT
CITY CONTRACT NUMBER 2025-636
2025 SEWER REHABILITATION PROJECT

Unless otherwise noted, Section Numbers used in these Special Provisions refer to corresponding Sections in "The GREENBOOK" Standard Specifications for Public Works Construction, 2024 Edition.

Where noted, certain other Section Numbers used in these Special Provisions refer to corresponding Sections in the State of California Department of Transportation 2023 Standard Specifications ("Caltrans Standard Specifications").

If General Conditions conflict with these Special Provisions, these Special Provisions and Technical Specifications shall prevail.

Full compensation for actions taken by the Contractor in order to comply with public health orders or advisories issued by local, County, State, or Federal government agencies shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor The Health Orders can be accessed at the San Mateo County website at https://www.smchealth.org/coronavirus .

S.P. 2-1 WORK TO BE DONE

The Contractor shall furnish all materials, equipment, tools, labor and incidentals necessary to complete the work shown on the plans and described in the specifications in a satisfactory and workmanlike manner, as more particularly described herein. The Contractor shall declare any extra work at the time and may proceed with this work only after engineer's change order has been approved in writing by the Director of Public Works.

S.P. 2-4 COOPERATION AND COLLATERAL WORK

The City reserves the right to perform other and additional work, by contract or otherwise, at or near the site (including materials sites) at any time by the use of other forces. Should work be underway or subsequently undertaken within or adjacent to this project, the Contractor shall cooperate with all other Contractors or other forces and conduct this work so that the operations of both suffer the least interference and delay. If there should be any disagreement between the Contractors or the Contractor and the City as to the manner and order of performing work, such disagreement will be resolved by the Engineer, and his/her determination shall be final.

If the contract gives notice of other work that may affect the work of this contract, the coordination of the work shall be taken into account by the Contractor, and any resulting costs shall be considered as included in the contract items.

WORK NOT PAID FOR SEPARATELY

Full compensation for the following work shall be considered as included in the contact prices paid for the various items of work and no separate payment will be made therefor:

- Jobsite maintenance

- Street sweeping
- Protecting existing facilities
- Project Appearance
- Protection and restoration of existing improvements
- Protection of adjacent residential properties

Jobsite Maintenance

The Contractor shall perform daily clean-up operations to keep the jobsite and adjacent properties free from accumulation of waste materials and debris resulting from the Contractor's operations. The Contractor shall deposit waste material in on-site containers or at a legal disposal area away from the site at the end of each working day.

Nothing herein shall be construed as relieving the Contractor of responsibility for final cleanup of the site as provided in Section 4-1.13, "Cleanup", of the Caltrans Standard Specifications.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the street right of way as required in the Caltrans Standard Specifications within 2 days of excavation. The depth of excavation shall be to such lines and grades required to reconstruct the street as shown on the plans or as directed by the Engineer.

The Contractor shall keep existing streets free from dirt and debris at all times. The Contractor shall be prepared to sweep surfaces immediately if deemed necessary by the Engineer for public safety and to avoid damage to properties. If streets are not satisfactorily cleaned within 12 hours from verbal notice by the Engineer, the City will issue s Stop Work Notice.

S.P. 4-2 PROTECTION

The Contractor is responsible for replacing damaged improvements on private property and within the street right-of-way including, but not limited to, shrubs, lawns, irrigation lines, and sidewalks, except that fences within the street right-of-way or easements may be removed only if approved by the Engineer in order to perform the work and allow the property owner to salvage materials in advance. Every effort must be made by the contractor to work around existing improvements.

Full compensation for conforming to the provisions in this section, not otherwise provided for, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

S.P. 6-1 CONSTRUCTION SCHEDULE AND COMMENCEMENT OF THE WORK

The Contractor shall provide a schedule of work and temporary traffic control plan (TTC Plan) ten (10) calendar days prior to the pre-construction conference and receive approval from the Engineer before starting any work. The construction schedule shall detail sufficient information to be used to notify homeowners of expected work in their area and to permit the City to schedule inspection and testing. Work shall begin within (7) seven calendar days after the Notice to Proceed is issued by the City.

A pre-construction conference will be held at the Belmont Public Works Department, 1 Twin Pines Lane, Suite 385, Belmont, California. The contractor is directed to arrange for the following:

A. Attendance

1. Contractor's Superintendent
2. Major Subcontractors
3. Others, as appropriate

B. Submittals:

1. Construction Schedule (Submit 10 calendar days in advance)
2. Temporary Traffic Control Plan (Submit 10 calendar days in advance)
3. General Notice to Residents
    a. Contractor's telephone number (including 24-hour emergency contact)
    b. Nature of work
    c. Expected duration
4. Staging and Storage Plan
5. All material submittals and planned storage of equipment and materials.
6. EEO, IIPP, and Safety Policy
7. Water Pollution Control Plan
8. Sanitary Sewer Overflow Emergency Response Plan
9. By-Pass Pumping Plan

Prior to commencing work, the Contractor shall submit to the Engineer a copy of his construction schedule. The Contractor shall submit an updated (written) copy of the construction schedule to the Engineer on a weekly basis, during construction, subject to approval. Updates of the Schedule to reflect actual progress shall not be considered revisions to the Schedule. Since scheduling is a dynamic process, revisions to activity durations and sequences are expected on a weekly basis.

The Contractor is required to obtain a Temporary Encroachment Permit from the Department of Public Works for any work or storage of material in the public right-of-way.

S.P. 6-2 PROSECUTION OF THE WORK

Working hours for this project shall be from 8:00 a.m. to 5:00 p.m. Monday through Friday unless otherwise noted and except for designated legal holidays.

The designated legal holidays are:

New Year's Day (January 1)

Martin Luther King's Birthday (third Monday in January)

Presidents' Day (third Monday in February)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Columbus Day (second Monday in October)

Veterans Day (November 11)

Thanksgiving Break (fourth Thursday and following Friday in November)

Christmas Day (December 25).

When a designated legal holiday falls on a Saturday, the preceding Friday shall be the designated legal holiday. When a designated legal holiday falls on a Sunday, the following Monday shall be the designated legal holiday.

S.P. 6-3 TIME OF COMPLETION

Total contract time (including the ninety working day Limited Notice-To-Proceed) for construction related work is 95 working days. Punchlist items are included in construction Contract time.

S.P. 6-9 LIQUIDATED DAMAGES

In accordance with Public Contracts Code, Section 10226, it is agreed by the parties to the contract that for each day, including weekends and holiday's that completion of the work, including Punchlist items is delayed beyond the specified time will cause damage to the City of Belmont. The Contractor shall forfeit and pay to the City $3,500.00 per day for each working day in excess of the construction contract time.

Liquidated damages shall not apply for excusable delay, as defined in Section GC-01. However, the Contractor shall not be entitled to additional compensation as a result of the completion date being extended due to excusable delay.

S.P. 302-10.4 PUBLIC CONVENIENCE AND TRAFFIC CONTROL

Safety throughout the site is the Contractor's responsibility. The Contractor shall provide a safe working environment for employees and the public, meeting all standards of the State of California. All differences in grade greater than four (4) inches in any vehicular travel area shall be ramped with temporary asphalt/cutback until such time as final paving takes place. All differences greater than one (1) inch in grade in pedestrian areas shall be considered a "trip hazard" and shall be ramped with temporary AC or other acceptable means until such time as final restoration takes place. All excavations shall be covered during "non- working hours." All excavations in vehicular areas shall be covered with 3/4" thick steel plates (minimum). Excavations in pedestrian areas shall be covered with plywood and barricades. All steel plates and plywood shall have a non-skid surface. All barricades on the project site shall be equipped with lights (in working condition).

Construction Area Signs

The Contractor shall furnish, install, maintain and remove construction an electronic changeable message sign on San Juan Blvd. The sign shall be placed on site at least 2 weeks prior to construction with an approved message and remain on site until the project is complete.

The cost for construction area signs as provided herein shall be considered as included in the contract lump sum (LS) price paid for "Pedestrian Control, Traffic Control, and Notifications".

Temporary Traffic Control

The Contractor shall notify the Engineer of his intent to begin work on each street at least five (5) days before work is begun on that street. The Contractor shall cooperate with local authorities relative to handling traffic through the area.

Notifications to the public shall be accomplished in the following manner:

1. General Notice, by mail, shall be sent to all residences along and adjacent to each street to be reconstructed 2 weeks in advance of commencement of work for that street. Such General Notice, by mail, shall be reviewed and approved by the Engineer prior to mailing. Contractor's emergency telephone number and contact individual shall be provided.

2. Contractor shall post "No Parking" signs along each street to be reconstructed at least forty-eight (48) hours in advance of commencement of work for that street; and shall arrange with the Police Department for removal of vehicles as required. "No Parking" signs may be posted without the approval of the Engineer. "No Parking" signs shall indicate the date, time (civilian hours), hours, and day of the week of the parking prohibition. The Contractor shall contact the Police Department to verify the posting of "No Parking" signs in advance.

Delays to the Contractor caused by the presence of parked vehicles will not be grounds for additional compensation or extension of time.

The minimum width of a temporary traffic lane shall be 10 feet, unless otherwise permitted by the Engineer. The full width of the traveled way shall be open for use by public traffic when construction operations are not actively in progress. No parking will be permitted in the construction area. Personal vehicles of the Contractor's employees shall not be parked on the traveled way, including any section closed to public traffic.

Temporary Traffic Control Plans

The Contractor shall provide a temporary traffic control plan (TTC Plan) for each street ten (10) calendar days prior to pre- construction conference and receive approval from the Engineer prior to commencement of work. Each TTC Plan shall clearly show how the Contractor proposes to handle both vehicular and pedestrian traffic during construction for each street.

Each TTC Plan shall include details such as follows:

A. Work area and operations for which the traffic control is proposed.

B. Hours of the day and proposed dates that the plan will be in effect.

C. Salient dimensions and features of the existing roadways.

D. Location, width, direction and turning movements of traffic for proposed traffic revisions.

E. Type, location, reference distances, spacing, etc. for such items as signs, cones, barricades, arrow boards and flagmen.

F. Conformance to the California Manual on Uniform Traffic Control Devices, (January 18, 2024).

G. Conformance to the order of work requirements in these Special Provisions.

H. Conformance to all the applicable traffic control requirements specified in these Special Provisions.

I. Any alterations to a TTC Plan, proposed lane closures, before or after initial implementation, shall be approved in advance by the Engineer.

J. Traffic shall be maintained by complying with the approved TTC Plan and alterations, if any.

Contractor shall notify Belmont Police Dispatch (650-595-7400) and Engineer's representative (510-760-8394) on a daily basis (as needed) at the beginning of each shift to inform them of **ANY** lane closure and at the end of each shift to inform them of the street opening to through traffic. Note: Contractor shall provide access for emergency vehicles at all times during his operations.

Full compensation for conforming to the provisions in this section shall be considered as included in the contract lump sum (LS) price paid for "Pedestrian Control, Traffic Control, and Notifications" and no additional compensation will be allowed therefor.

TECHNICAL SPECIFICATIONS

FOR

CONSTRUCTION OF

2025 SANITARY SEWER REHABILITATION PROJECT

FOR

CITY OF BELMONT, CALIFORNIA

CITY CONTRACT NO. 2025-636

March 5, 2025

Schaaf & Wheeler
CONSULTING CIVIL ENGINEERS

2200 Range Ave, Suite 201
Santa Rosa CA 95403
(707)548-4848

SECTION 01005
CERTIFICATION

THESE TECHNICAL PROVISIONS WERE PREPARED UNDER THE SUPERVISION OF:

Curran L. Price, P.E.
California Registered Civil Engineer No. C74913
Expiration 12/31/25

Schaaf & Wheeler, Consulting Civil Engineers
2200 Range Avenue, Suite 201
Santa Rosa, California 95403
(707) 528-4848



DIVISION 1 – GENERAL REQUIREMENTS

SECTION NO.	TITLE
01020	CONTRACT TIME AND ORDER OF WORK
01110	SUMMARY OF WORK
01120	WORK CONSTRAINTS
01125	MEASUREMENT AND PAYMENT
01300	CONTRACTOR SUBMITTALS
01354	HAZARDOUS MATERIALS PROCEDURES
01505	MOBILIZATION/DEMOBILIZATION
01531	TEMPORARY FLOW CONTROL
01550	TEMPORARY FACILITIES AND CONTROLS
01600	ENVIRONMENTAL PROTECTION

DIVISION 2 - SITE CONSTRUCTION

SECTION NO.	TITLE
02100	CLEARING AND DEMOLITION
02200	EXCAVATION AND BACKFILL
02260	EXCAVATION SUPPORT AND PROTECTION
02318	TRENCHING
02345	PIPE BURSTING
02441	HORIZONTAL DIRECTION DRILLING
02531	LATERALS
02532	PIPE ABANDONMENT AND DEMOLITION
02700	POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS
02710	HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS
02722	AGGREGATE BASE
02730	CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE
02742	ASPHALTIC CONCRETE PAVING
02750	PAVEMENT MARKINGS
02760	CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION
02770	SANITARY SEWER TESTING
02772	CONCRETE CURBS, GUTTERS, AND SIDEWALKS
02900	CURED IN PLACE PIPE (CIPP)

DIVISION 3 - CONCRETE

SECTION NO.	TITLE
03000	CONCRETE WORK – GENERAL
03100	CONCRETE FORMING AND ACCESSORIES
03200	CONCRETE REINFORCING
03300	CAST IN PLACE CONCRETE
03400	PRECAST CONCRETE
03600	GROUTS

DIVISION 6 - PLASTICS

SECTION NO.	TITLE
06500	FRP MANHOLES, LIDS, AND ACCESSORIES

DIVISION 9 - FINISHES

SECTION NO.	TITLE
09900	WASTEWATER STRUCTURES COATING

APPENDIX

APPENDIX A: SITE INFORMATION REPORT

*****END OF SECTION*****

SECTION 01020
CONTRACT TIME AND ORDER OF WORK

PART 1 GENERAL

1.01 SUMMARY

A. Section includes description and requirements for order of work.

B. Section includes restrictions on the start of work and potential contract modifications.

1.02 COMMENCEMENT OF WORK

A. Work shall commence after the pre-construction conference and the City has issued a Notice to Proceed to the contractor per the Construction Agreement.

1.03 ORDER OF WORK

A. Contractor shall coordinate his work with all other contractors, transit operators, and utility companies working in the construction area.

B. Sewer rehabilitation project is being performed in advance of the 2025 Pavement Project. The 2025 Pavement Project includes improvement along portions of Forest Avenue, Coronet Boulevard, Monte Cresta Drive, Pullman Avenue, Comstock Circle, Lower Locke Avenue, and E Street.

C. Contractor shall adjust to order of work and construction schedule as necessary to minimize conflicts and to accommodate the 2025 Pavement Project schedule.

D. Contractor shall expect concurrent work with other contractors performing work within the street right of way as part of the 2025 Pavement Project.

1.04 TIME FOR COMPLETION

A. Time required for actions required by the Engineer in performing quality assurance, testing, review, inspection and other contract administration duties shall be considered as included in the Contract Time, and no extensions of Contract Time will be granted for such actions, except as specified elsewhere in the Contract Documents.

B. The time limits specified for the completion of Work contemplated may be insufficient to permit completion of the Work by the Contractor working a normal number of hours per day or week on a single shift basis. It is the responsibility of the Contractor to evaluate the overall terms and conditions described in the Contract documents and budget its shift work accordingly. Where additional shifts or premium pay are necessary to ensure that the Work will be completed within the time limits specified, any resulting additional costs will be considered to be included

in the price paid for the various Contract items of work and no additional compensation shall be allowed therefor.

1.05 RESTRICTIONS

A. Work at the site, or work that requires oversight, inspection, or support of any kind by the City shall not be performed on the following designated non-workdays. Non-workdays shall be as specified in Special Provision Section 6-2.

B. Upon receipt of the Notice to Proceed with Site Work, the Contractor shall have full access to perform the Work subject to the conditions of the Contract Documents.

C. The Contractor shall not order any materials before a written notice to proceed with site work is obtained from the City.

D. Regardless of the scope of work to be constructed, all work included within the contract shall be completed by the completion date specified herein.

E. The Contractor shall not be entitled to any additional compensation or adjustment in the unit prices bid because of the above stated alteration of this project.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*****END OF SECTION*****

SECTION 01110
SUMMARY OF WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

A. Work will take place in existing roadways, easements, and landscaped areas. The work will occur on a heavily traveled roadway and will require significant pedestrian and traffic control throughout construction. A description of work items is included below.

B. As indicated on the Project Drawings, work includes:
   1. Coordination with private property owners, the City of Belmont, Mid-Peninsula Water District, and other agencies and utility companies as necessary to complete the work.
   2. Removal, Replacement, Repair, and Abandonment of existing gravity sanitary sewer mains and installation of new gravity sewer mains, manholes, and reconnection of laterals.
   3. Removal and Replacement of existing storm drains and replacement of inlets, frames, and covers.
   4. Sanitary sewer pipe bursting and reconnection of laterals.
   5. Horizontal Directional Drilling of new sewer mains and reconnection of laterals.
   6. Cured in place pipe lining and re-instating connections.
   7. Removal and replacement of manhole frames and covers.
   8. Modify manhole trough and bench.
   9. Coating interior of manholes.
   10. Removal and replacement of mainline sewer cleanout/lamphole with new manhole or cleanout/lamphole.
   11. CCTV pipe inspection.
   12. Pavement and pavement marking restoration.
   13. Bypass pumping and/or rerouting of sewage as necessary for construction of the project per plans and specifications.
   14. Dewatering and the construction of all temporary shoring required to complete the work.
   15. Stormwater pollution prevention and site protection measures.
   16. Traffic and pedestrian control throughout construction.
   17. Site restoration.
   18. Other miscellaneous and incidental improvements for complete facilities.

1.02 WORK PLAN

A. Contractor shall submit a Work Plan for review and approval by the City, fully describing the proposed procedures to conform to the Contract Documents.

B. The Work Plan shall fully describe the planned sequence of operations for all phases of the project, list major milestones of completion, include a milestone schedule, and include a contingency plan for potential weather delays. The Work Plan shall also include submittals and procurement, including fabrication and delivery of key and long lead time items.

C. Contractor shall expedite the preparation of submittals for all long lead time items.

1.03 OCCUPANCY REQUIREMENTS

A. None

1.04 CITY FURNISHED MATERIALS

A. None

1.05 WORK UNDER OTHER CONTRACTS

A. None

1.06 REFERENCE DOCUMENTS

A. The City has prepared photographs of surface conditions where work is to occur in easement locations for the Contractor to review prior to bid in Appendix A of the Specifications.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

*****END OF SECTION*****

SECTION 01120
WORK CONSTRAINTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Site Use and Construction Restrictions.
   2. Temporary Construction Access Requirements and Limitations
   3. Utility restrictions and requirements.
   4. Temporary Construction Easement restrictions and requirements.

B. Related Work Specified Elsewhere:
   1. Special Provisions
   2. Section 01020: Contract Time and Order of Work
   3. Section 01600: Environmental Protection

1.02 SITE USE AND CONSTRUCTION RESTRICTIONS

A. The project site is within the City right of way and within sewer easements on private properties.

B. Contractor is responsible for obtaining any necessary staging or storage areas and shall comply with all jurisdiction regulations for which the work is to occur.

C. Some project sites are along steep slopes with low hanging overhead utilities and trees.

D. Site access is extremely limited in locations where work is occurring in side yards, backyards, and outside of the street right-of-way. Access is limited to foot traffic and hand held equipment in several locations. Contractor shall visit all sites within the street right-of-way during bidding to review project locations and access restrictions. Contractor shall consider access issues and limitations when bidding, no additional compensation will be made for difficult and limited site access.

E. Construction impacts due to identified or observable site constraints shall be considered by the Contractor when making his bid, and the costs associated with such constraints shall not be compensated for beyond the provisions contained herein.

F. Contractor shall provide access to residences and businesses at all times during construction. Contractor shall maintain access to driveways to the maximum extent possible.

G. Advance notice to property owners' is required prior to accessing easements on their property. City will coordinate initial notice at least one month prior to access of the easement based on the Contractor's Schedule. Contractor shall provide additional notice to the property owner, by delivering or mailing a City approved flyer that lists planned work dates, work hours, work duration, a general description of planned work, and contractor's contact information with phone number approximately one week before

working in easement. Workers accessing easements shall have state issued photo identification on them at all times and available to present if requested by property owner(s).

H. See the City's General conditions for work hours and limitations.

1.03 DOCUMENTATION OF EXISTING CONDITIONS

A. The Contractor is responsible for reviewing and documenting the existing site conditions prior to performing any work. Documentation shall include photographs, videos, notes, and other items as necessary to accurately document the condition of all items that may be affected by the work.

B. The Contractor shall submit the documentation of existing conditions to the City prior to proceeding with the work.

1.04 WORK WITHIN EASEMENTS

A. The Contractor shall provide advance notifications prior to accessing and performing work outside of the street right-of-way as specified herein.

B. Once all advance notifications have been provided the Contractor shall perform the following prior to proceeding with any site work within easements:

1. The Contractor shall locate and mark the locations of all proposed excavations within easements and identify the impacts to private improvements.
2. Mark all private improvements, landscaping, and trees that are proposed to be impacted and/or removed during construction.
3. Review the proposed work and impacts within easements with the City.
4. Receive written approval for proceeding with proposed work within easements prior performing any site work.
5. The Contractor shall anticipate a 72-hour delay from when the site improvements are reviewed with the City until obtaining approval from the City to proceed with the proposed work.

C. Contractor shall minimize impact on property owners during Construction.

D. **Contractor complete work on each lamphole/manhole to manhole sewer reach in consecutive working days. The Contractor shall complete all site work, sewer improvements, and site restoration within each easement before starting any site work at other project/easement locations.**

1.05 UNDERGROUND FACILITIES

A. The Contractor shall note that not all existing utilities are shown on the plans and the location of the utilities shown are approximate. The location of the utilities shown on the plans are based on utility basemaps, pavement markings, and potholing where indicated on the Drawings and are approximate in nature.

B. The Contractor shall have all utilities located by contacting USA, and review utility locations.

C. Some, but not all potential utility conflicts are shown on the plans. The Contractor shall pothole all potential utility conflicts prior to construction. Potholing results and any identified conflicts shall be submitted to the City for review prior to construction.

D. The Contractor is responsible for coordinating all project documentation, including but not necessarily limited to, the Contract Documents, and existing record drawings for the determination of the location of all underground facilities. Contractor shall have utilities marked in the field by Underground Services Alert a minimum of 48 hours prior to the start of construction.

E. The Contractor shall exercise care in all excavations to avoid damage to existing underground facilities. This shall include potholing or hand digging in those areas where underground facilities are known to exist until they have been sufficiently located to avoid damage to the facilities.

F. The Contractor shall notify the Engineer of any potential utility conflicts as soon as they are known.

G. Contractor shall notify the Mid-Peninsula Water District prior to excavating within 5 feet of all existing water mains. District will depressurize all water main within 5 feet of excavation per Section 01120-1.11.

1.06 OVERHEAD ELECTRIC UTILITIES

A. Low hanging high voltage overhead power transmission utilities are present at project locations.

B. Contractor shall consider the proximity of overhead electric utilities when bidding, and no additional compensation shall be made for additional work necessitated by the presence of overhead electric utilities (smaller equipment, sheet pile limitations, shoring provisions, etc.).

C. Contractor shall insure a minimum clearance between the power lines and the work at all times as dictated by OSHA and PG&E regulations.

1.07 SEASONAL RESTRICTIONS

A. All construction activity with the potential to cause erosion, sedimentation, or water pollution shall be suspended during periods of inclement weather. See Section 01600 for additional requirements and restrictions.

1.08 TREE AND PLANT PROTECTION

A. Preserve and protect all existing trees and plants at or adjacent to the site unless otherwise noted.

1.09 WORK SEQUENCE

A. Refer to Special Section 01020-1.02 for order of work restrictions.

B. The use of multiple crews is at the sole discretion of the Contractor and no additional compensation will be allowed to meet the contract requirements.

1.10 MAINTAINING SEWER SERVICE

A. Contractor shall maintain existing sewer service. Refer to Section 01531 Temporary Flow Control for additional information.

B. EMERGENCY RESPONSE
   1. For the duration of construction, Contractor shall be available on a 24-hour on-call basis to respond to an emergency situation. The Contractor shall provide the City with a minimum of three (3) names of persons and their telephone numbers for this purpose. All persons listed shall be able to respond to any sanitary sewer overflow or trench safety emergency within 30 minutes of being notified.
   2. Should a sewage spill occur during construction, Contractor shall be responsible for the following:
      a. Clean up of the site in accordance with City, County, Health Department, Regional Water Quality Control Board, and any other regulatory agency requirements.
      b. Reporting of the spill to the proper jurisdictional agency and preparing all required documentation per the State Water Board Sanitary Sewer Overflow (SSO) Guidelines.
      c. Payment of any and all fines assessed against the City for the spill.
      d. Coordination and payment of any analytical testing (lab) required at the site by jurisdictional agencies.
      e. Protection of the public from exposure to contaminated area.

1.11 TRAFFIC CONTROL

A. The Contractor is responsible for coordinating with SamTrans for any work that may impact bus routs and bus stops. The contractor shall notify SamTrans a minimum of 2 weeks prior to performing any work near existing bus stops.

B. The Contractor shall supply and install all traffic control devices (including all warning, regulatory, and guide signs) required for the Project. The City can provide City police approved no parking paper signs, but will not furnish any traffic control devices for the Project.

C. The Contractor shall submit for City review and approval its Traffic Control and Detour Plan. Submit said plan a minimum of five (5) full Calendar Days prior to the Pre-Construction Meeting. The plan shall include (where necessary) lane closures, detours, no parking areas, signing program for construction, access to private property and business establishments, pedestrian traffic, transit routes, loading areas, the proposed routing of the construction vehicles, hours required for access and the safe guards and procedures necessary to carry out the Work, as well as where Contractor plans to park construction vehicles and equipment, and other matters which might be important to the

safe movement of traffic. The plan shall also indicate placement and type of warning signs, lights, devices, flag persons; and have a schedule for implementation.

D. It is imperative that field traffic control be handled in such a manner as to adequately and safely direct all traffic movements in the Project area. The Contractor shall not be allowed to proceed with construction at any time that, in the opinion of the Engineer, traffic control is inadequate to meet the field conditions. Traffic control measures, in addition to those indicated on the approved traffic control plans, may be required as field conditions dictate.

E. The Contractor shall not be allowed to restrict vehicle access to any of the properties in the Project area at all times during construction if practical. If restricting vehicle access is absolutely necessary, Contractor shall notify property owners advanced notice of the extent of any delays. Contractor shall not restrict vehicle access outside of working hours.

F. Areas to be posted with "No Parking" signs must be verified as correct by the City Police Department. Signs must be verified by the Police Department and posted a minimum of forty-eight (48) hours prior to the start of construction in each area requiring parking restrictions.

G. The Contractor shall conduct his operations as to cause the least possible obstruction and inconvenience to both vehicular and pedestrian traffic.

H. Traffic Routing and Parking Restrictions: Below are specific City traffic and parking restrictions:
   1. Construction Traffic and Vehicles: All inbound and outbound construction related traffic to and from the Site is restricted to public street(s) immediately adjacent to the Site.
   2. Construction Parking: Construction vehicles and equipment parking is restricted to areas within the Site and other areas as determined by the City.
   3. Alternative Parking: The Contractor can negotiate with any other entity to accommodate parking by its workers. However, the City does not make any guarantee that such parking is available to the Contractor.

I. Street Lane and Sidewalk Closures: Below are specific lane and sidewalk closure requirements and restrictions which shall apply unless specifically modified by an approved Traffic Control Plan. Said Plan may be reviewed or modified by the Engineer at any time when, in the opinion of the Engineer, changes are necessary to provide for the safety, health, welfare, or convenience of the public.
   1. City Street Lane Closures: Contractor shall provide continuous pedestrian traffic access. All traffic lanes shall remain open during the non-working hours as defined in the City's General Conditions. Lanes may individually be closed during working hours.
   2. Residents and businesses along the road or street shall be provided passage. Convenient access to driveways, houses, and buildings along the road or street shall be maintained. Temporary crossings shall be provided and maintained in good condition.
   3. The blocking of industrial, commercial, or institutional driveways shall not be allowed. Access shall be provided to permit the movement of vehicles to and from

the grounds of such establishments. Contractor shall provide vehicular access to all other types of driveways at all times except during actual construction.

4. Wherever it is necessary that trenches, and excavation be bridged, these bridges shall permit unobstructed flow of traffic or pedestrians (ADA compliant) and shall meet the following criteria:
    a. Bridging shall be secured against displacement by using adjustable cleats, angles, bolts, or other devices.
    b. Bridging shall be installed to operate with minimum noise.
    c. The trench shall be adequately shored, to support the bridging and traffic.
    d. Only steel plates shall be used for bridging. Steel plates used for bridging shall extend one foot (minimum) beyond the edges of the trench.

J. Bus Routes: SamTrans bus stops occur along Alameda De Las Pulgas, Ralston, and Cipriani. The Contractor is responsible for identifying impacts to the bus routes, coordinating with the transit operator, and accommodating any necessary detours, notifications, and signage requirements. The Contractor shall submit the proposed impacts to the City for review and approval prior to coordinating with the transit operator.

K. Sidewalk Closures: Contractor must comply with the following requirements.
1. Where walks, pathways, or access ways are closed by the Work, an ADA complaint, alternate walkway shall be provided, preferably within the immediate location of the pathway or access to be closed. Where it is necessary to divert pedestrians into a major detour and/or into a parking lane or traffic area, at no time shall pedestrians be diverted into a portion of a street used for vehicular traffic. Any deviation from the above must have prior approval of the Engineer.
2. At locations where adjacent alternate walkways cannot be provided (i.e., where no pathway or access is available within the immediate location of the interruption) ADA compliant detours shall be clearly planned, marked, and constructed. Appropriate signs and barricades must be installed at the limits of construction and in advance of the closure (or detour) in order to divert pedestrians to the appropriate walkway or detour.
3. Contractor shall provide sufficient signage, indicating by way of arrows and text, pedestrian route closures, and new pathways and detours required for alternate pedestrian routes around the construction. Alternate pedestrian routes, the final sign configuration, the exact wording of the base sign and all mounting locations shall be approved by the City.

L. The Contractor shall pay for all street and sidewalk closures, including but not limited to, the appropriate street closure and temporary directional signage, crosswalks, flag persons as required to control construction traffic and implement the Traffic Control and Detour Plan. Contractor shall take all necessary precautions to protect the public from construction activities.

M. The Contractor shall observe all posted traffic signage on and in adjacent neighborhoods.

N. The Contractor shall not be relieved from responsibility for public safety by City's direction, lack of same, or approval of the Traffic Control and Detour Plan with respect to signs, lights, and/or protective devices.

1.12 WATER MAIN SEPARATION AND SHUTDOWN REQUIREMENTS

A. Mid-Peninsula Water District will temporarily shut down or depressurize water mains during construction where the clearance between the water main and sewer main is less than five (5) feet. The water main shutdown requirements are listed below.

B. Water Main Shutdown Requirements:
   1. The Contractor shall notify the Mid-Peninsula Water District three (3) working days in advance of all required water main shutdowns.
   2. Shutdowns are limited to six (6) hours maximum during the hours of 9:00 AM to 5:00 PM, Monday through Thursday.
   3. Any open trench within five (5) feet of horizontal clearance between parallel existing water mains, new sewer mains, and/or outside edge of the manholes shall be fully backfilled and compacted prior to the end of the shutdown.
   4. Shutdowns for the same customers are limited to two days within a ten working day window.
   5. Notification from the Contractor under item one above is considered a shutdown, even if the contractor later decides a shutdown needs to be rescheduled or is no longer needed.
   6. Contractor shall take great care to ensure the existing water main and appurtenances are not damaged. The Contractor will be responsible for repairs to the water main should any damage or leaks occur due to the Contractor's work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

*****END OF SECTION*****

SECTION 01125
MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 SUMMARY

A. Section includes description of requirements and procedures for determining amount of Work performed and for obtaining payment for Work performed.

1.02 REFERENCES

A. California Public Contract Code

B. California Code of Civil Procedure

C. California Government Code

1.03 SCOPE OF WORK

A. Work under Contract Documents, or under any Bid Item, allowance, or alternate, shall include all labor, materials, taxes, transport, handling, storage, supervision, administration, and all other items necessary for the satisfactory completion of Work, whether or not expressly specified or indicated.

1.04 DETERMINATION OF QUANTITIES

A. Quantity of work to be paid for under any item for which a unit price is fixed in the Contract Documents shall be, as determined by the Engineer, the number of units of work satisfactorily completed in accordance with Contract Documents or as directed by City. Unless otherwise provided, determination of number of units of work so completed will be based, so far as practicable, on actual measurement or count within prescribed or ordered limits, and no payment will be made for work done outside of limits. Measurements and computations will be made by methods set forth in Contract Documents. If methods are not so set forth, measurements shall be made in any manner which the City considers appropriate for class of Work measured (e.g., preassigned values, percentage completion, units completed, or incremental milestones). Contractor must immediately inform City of any disputes regarding quantity measurements and shall immediately supply City with any documentation supporting the disputed measurements.

1.05 UNITS OF MEASUREMENT

A. Measurements shall be in accordance with U.S. Standard Measures. A pound is an avoirdupois pound. A ton is 2,000 pounds avoirdupois. The unit of liquid measure is the U.S. gallon.

1.06 CERTIFIED WEIGHTS

A. When payment is to be made on the basis of weight, the weighing shall be done on certified platform scales, or when approved by the Engineer, on a completely automated weighing and recording system. The Contractor shall furnish the Engineer with duplicate licensed weighmaster's certificates showing the actual net weights. The Engineer will accept the certificates as evidence of the weights delivered.

1.07 METHODS OF MEASUREMENT

A. Materials and items of work, which are to be paid for on the basis of measurement, shall be measured in accordance with the method stipulated in the particular sections involved. In determining quantities, all measurements shall be made in a horizontal plane unless otherwise specified.

B. Material not used in the work and remaining on a transporting vehicle shall be determined by the Engineer and deducted from the certified tag.

C. When material is to be measured and paid for on a volume basis and it would be impractical to determine the volume, or when requested by the Contractor in writing and approved by the City in writing, the material will be weighed and converted to volume measurement for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the City and shall be agreed to by the Contractor before such method of measurement of pay quantities will be adopted.

D. Full compensation for all expense involved in conforming to the above requirements for measuring and weighing materials shall be considered as included in the unit prices paid for the materials being measured or weighed and no additional allowances will be made, therefore.

E. Quantities of material wasted or disposed of in a manner not called for under the Contract; or rejected loads of material, including material rejected after it has been placed by reason of failure of the Contractor to conform to the provisions of the Contract; or material not unloaded from the transporting vehicle; or material placed outside the lines indicated on the plans or given by the Engineer; or material remaining on hand after completion of the Contract, will not be paid for and such quantities will be deducted from the final total quantities. No compensation will be allowed for hauling rejected material.

1.08 BASIS OF PAYMENT

A. Unit Price Quantities: When estimated quantity for specific portions of Work is listed in the Bid, quantity of Work to be paid for shall be actual number of units satisfactorily completed, as determined by City and agreed to by Contractor, in accordance with Contract Documents.

B. Lump Sum: When estimated quantity for specific portion of Work is not indicated and unit is designated as lump sum, payment will be on a lump sum basis for Work satisfactorily completed in accordance with Contract Documents and the approved Schedule of Values. Progress payments will be based on a percentage complete basis for each line item of the accepted Schedule of Values.

C. City does not expressly, or by implication, agree, warrant, or represent in any manner, that actual amount of Work will correspond with amount shown or estimated and reserves right to increase or decrease amount of any class or portion of Work, to leave out entire Bid Item or Items, or to add work not originally included in Bid or Contract Documents, when in its judgment such change is in best interest of City. No change in Work shall be considered a waiver of any other condition of Contract Documents. No claim shall be made for anticipated profit, for loss of profit, for damages, or for extra payment whatsoever, except as otherwise expressly provided for in Contract Documents, because of any differences between the amount of work actually done and estimated amount as set forth herein, or for elimination of Bid Item.

PART 2 DESCRIPTION OF BID ITEMS

2.01 GENERAL

A. The bid items are presented to indicate major categories of the work for purposes of comparative bid analyses, and a preliminary breakdown for monthly progress payments. Bid items are not intended to be exclusive descriptions of work categories and the Contractor shall determine and include in its pricing all materials, labor, and equipment necessary to complete each Bid Item as shown and specified.

B. Contractor shall perform all work depicted in the Contract Documents whether it is specifically mentioned in the Bid Schedule and bid item descriptions or not. The Bid Schedule and the Bid Item Descriptions below are intended to cover any and all Work depicted in the Contract Documents. Not all elements of every part of the Work are explicitly listed. It is the intention of City and a provision of this Contract, that any and all of the Work depicted shall be included in Contractor's bid and installed complete at a price included in a Bid Item submitted with Contractor's bid. No adjustments will be made to unit, extended, or total prices for an item that is depicted in the contract documents but is not specifically described or itemized. Such items may be included for payment in a bid item of the Contractors' choice, as long as the chosen bid item is closely related.

C. City may remove bid item alternatives from project if easement are not obtain or if the City lacks funding. Contractor shall only proceed with bid alternative items after receiving written notification from the City to proceed with the bid alternatives.

D. The locations referenced in the bid item descriptions below are shown in more detail on the project plans,

2.02 BID ITEM DESCRIPTIONS

1. Mobilization and Demobilization

   The contractor shall include in this lump sum bid item full compensation for all labor, supervision, materials, tools, equipment and incidentals, and for all the work involved in mobilization, including, but not limited to, furnishing all specified contract bonds and insurance certificates, required project forms, public notification, transporting equipment, establishing a storage area, sanitary restroom facilities, and all other work not otherwise attributable to any specific bid item and as directed by the Engineer. No additional compensation will be allowed,

therefore. This item shall also include all costs necessary to demobilize at the conclusion of all work. This item may be paid in installments as determined by the Engineer.

2. Pedestrian Control, Traffic Control, and Notification

This lump sum bid item includes all work necessary to prepare, implement, and maintain a pedestrian and traffic control plan and notification to residents. This item will be paid on a monthly basis based on the percentage of work that is completed.

3. Shoring

This lump sum bid item includes all work necessary to comply with OSHA, Cal OSHA, and California Labor Code Section 6707, including the preparation of an excavation safety plan. This Bid Item shall include full compensation for completion of all planning, design, engineering fees, furnishing and construction, and removal and disposal of such temporary sheeting, shoring and bracing, complete, as required under the provisions of any permits, and in accordance with the requirements of OSHA and the Construction Safety Orders of the State of California, pursuant to the provisions of Section 6707 of the California Labor Code. Payment for this bid item shall be a lump sum basis paid based on the percentage of excavation work completed.

4. Temporary Bypass Pumping and Piping

This lump sum bid item includes all work necessary to prepare, implement, and maintain bypass pumping and sewer flows. This item will be paid on a monthly basis based on the percentage of work that is completed.

5. Water Pollution Control Plan

This lump sum bid item includes all work necessary to prepare and implement a Storm Water Pollution Control Plan and erosion controls plan in conformance with the applicable permits, including the City's NPDES permit for Storm Water Pollution Prevention. This bid item will be paid on a monthly basis based on the percentage of work that is completed.

6. 6-inch CIPP Lining

The unit price bid per linear foot for this bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly install cured-in-place pipe (CIPP) lining in an existing 6-inch diameter sewer. This price includes re-instate laterals, site restoration, pre and post construction CCTV inspection, pipe testing, and other items as required to facilitate the construction of the work.

7. 12-inch CIPP Lining

The unit price bid per linear foot for this bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly install cured-in-place pipe (CIPP) lining in an existing 12-inch diameter pipe. This price includes bypass pre and

post construction CCTV inspection other items as required to facilitate the construction of the work.

8. 6-inch Spot Repair

The unit price bid per each for the following bid item shall constitute full compensation for all material, labor, equipment, tools, and services necessary to make a spot repair on the existing 6-inch sewer. This price includes locating utilities, excavation, dewatering, removal of existing pipe segment, installing the new pipe segment, fittings and couplings, modification to manhole where necessary, backfilling, compacting, asphalt restoration, and other items as required to facilitate the construction of the work.

9. Pipe Burst 6-inch with new 8-inch

The unit price bid per linear foot for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to burst the existing sewer main with a new 8-inch pipe. This price includes pre and post construction CCTV inspection, potholing prior to construction, locating and exposing utilities, excavation for insertion pits and any necessary receiving pits, new piping, backfill, compaction, modifications to the manholes, pipe testing, site restoration, asphalt pavement restoration, traffic striping restoration, and other items as required to facilitate the construction of the work.

10. Pipe Bursting Lateral Reconnection

The unit price bid per each for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to reconnect the sewer lateral to the sewer main after pipe bursting the sewer main. This price includes locating utilities, excavation, disconnection of the lateral prior to bursting, reconnection of the lateral after bursting, couplings, backfill, compaction, asphalt pavement or surface restoration, and other items as required to facilitate the construction of the work.

11. Open Trench New 8-inch

The unit price bid per linear foot for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly install new 8-inch diameter sanitary sewer main using open trenching construction methods. This price includes locating utilities, potholing as necessary, trenching, dewatering, backfilling, removing existing pipe where necessary, trench cutoff walls, compacting, installation of new pipe, lateral reconnections, pipe fittings and couplings, modifications to the manholes, asphalt or surface restoration, traffic striping restoration, pre and post construction CCTV inspection, pipe testing, and other items as required to facilitate the construction of the work.

12. Lateral Extension

The unit price bid per each for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to extend the sewer lateral to the new sewer main. This price includes locating utilities, excavation, installation of new piping and couplings, backfill, compaction, asphalt pavement restoration, and other items as required to facilitate the construction of the work. This Bid item only applies to where the sewer main is re-aligned to the sewer lines that need to be extended to re-connect to the new sewer alignment.

13. New Manhole

The unit price bid per each for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to install a new manhole. This price includes locating utilities, excavation, backfill, compaction, pipe connections, manhole, frame and cover, concrete collar, asphalt or surface restoration, and other items as necessary to facilitate the construction of the work.

14. Abandon Lamphole

The unit price bid per each for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to abandon each sanitary sewer lamphole. This price includes removal of the existing frame, cover, and pipe riser, and other items as required to facilitate the construction of the work.

15. Manhole Abandonment

The unit price bid per each for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to abandon each sanitary sewer manhole. This price includes removal of the existing frame, cover, and cone, filling the manhole as indicated on the plans, and other items as required to facilitate the construction of the work.

16. Abandon 6-inch Sewer

The unit price bid per linear foot for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to abandon the existing 6-inch sewer. This price includes capping pipe ends with concrete, filling the pipe as indicated on plans, and other items as required to facilitate the construction of the work.

17. HDD New 8-Inch - Hillman

The unit price bid per linear foot for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to horizontal direction drill install new 8-inch pipe at Hillman. This price includes pre and post construction CCTV inspection, potholing

prior to construction, locating and exposing utilities, excavation for insertion pits and any necessary receiving pits, new piping, backfill, compaction, modifications to the manholes, pipe testing, site restoration, asphalt pavement or surface restoration, traffic striping restoration, and other items as required to facilitate the construction of the work.

18. HDD New 8-Inch - Arden

The unit price bid per linear foot for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to horizontal direction drill install new 8-inch pipe at Arden. This price includes pre and post construction CCTV inspection, potholing prior to construction, locating and exposing utilities, excavation for insertion pits and any necessary receiving pits, new piping, backfill, compaction, modifications to the manholes, pipe testing, site restoration, asphalt pavement or surface restoration, traffic striping restoration, and other items as required to facilitate the construction of the work.

19. HDD Lateral Reconnection

The unit price bid per each for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to reconnect the sewer lateral to the sewer main after HDD pipe install. This price includes locating utilities, excavation, disconnection of the lateral, reconnection of the lateral after HDD install, couplings, backfill, compaction, asphalt pavement or surface restoration, and other items as required to facilitate the construction of the work.

20. CCTV Inspect – Oak Knoll

The unit price bid per linear foot for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to CCTV inspect the existing sewer that is to remain at Oak Knoll as indicated on plans. This price includes cleaning the sewer line prior to inspection.

21. Open Trench Replace Storm Drain with New 15-inch - Pullman

The unit price bid per linear foot for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly remove the existing 12-inch storm drain and replace with a new 15-inch storm drain using open trenching construction methods on Pullman. This price includes locating utilities, potholing as necessary, trenching, dewatering, backfilling, compacting, installation of new pipe, pipe fittings and couplings, modifications to the inlets, asphalt restoration, traffic striping restoration, pre and post construction CCTV inspection, wooden retaining wall restoration, and other items as required to facilitate the construction of the work.

22. Open Trench Replace 12-inch Storm Drain - Comstock

The unit price bid per linear foot for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly replace the 12-inch storm drain using open trenching construction methods on Comstock. This price includes locating utilities, potholing as necessary, trenching, dewatering, backfilling, compacting, installation of new pipe, pipe fittings and couplings, modifications to the inlet and manhole, asphalt restoration, curb and gutter restoration as necessary, traffic striping restoration, pre and post construction CCTV inspection, and other items as required to facilitate the construction of the work.

23. Open Trench Replace 15-inch Storm Drain – Monte Cresta

The unit price bid per linear foot for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly replace the three sections of 15-inch storm drain using open trenching construction methods on Monte Cresta. This price includes locating utilities, potholing as necessary, trenching, dewatering, backfilling, compacting, installation of new pipe, pipe fittings and couplings, modifications to the manholes, asphalt restoration, curb and gutter restoration as necessary, traffic striping restoration, pre and post construction CCTV inspection, and other items as required to facilitate the construction of the work.

24. Open Trench Replace Storm Drain with New 12-inch - Haskins

The unit price bid per linear foot for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to furnish and properly remove the existing 8-inch and 12-inch storm drain and replace with a new 12-inch storm drain using open trenching construction methods near Haskins. This price includes locating utilities, potholing as necessary, trenching, dewatering, backfilling, compacting, installation of new pipe, pipe fittings and couplings, modifications to the manhole, asphalt restoration, traffic striping restoration, pre and post construction CCTV inspection, restoration, and other items as required to facilitate the construction of the work.

25. Remove Lamphole and Install New Manhole

The unit price bid per each for this bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to remove the existing lamphole or mainline cleanout and install a new manhole. This price includes locating utilities, excavation, backfill, compaction, pipe connection, manhole, frame and cover, concrete collar, asphalt restoration, and other items as necessary to facilitate the construction of the work.

26. Replace Manhole Frame and Cover

The unit price bid per each for this bid item shall constitute full compensation for all material, labor, equipment, tools and services

necessary to replace manhole frame and cover. This price includes excavation, installation of new manhole frame and cover, new concrete collar, site restoration, and other items as required to facilitate the construction of the work.

27. Raise Manhole and Replace Frame and Cover

The unit price bid per each for this bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to raise manhole rim in easements as detailed on the plans and specified herein. This price includes excavation, installation of new manhole grade rings, frame and cover, site restoration, and other items as required to facilitate the construction of the work.

28. Grout Grade Rings and Chimney

The unit price bid per each for this bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to grout grade rings and chimney. This price includes cleaning, grouting grade rings and chimney, and other items as required to facilitate the construction of the work.

29. Manhole Rehabilitation – Coat Manhole

The unit price bid per each for the following bid items shall constitute full compensation for all material, labor, equipment, tools and services necessary to rehabilitate manholes per Section 09900. This price includes any necessary cleaning, grout to repair existing manhole, removal of any existing ladder rungs, coating interior of the manhole, and other items as required to facilitate the construction of the work.

30. Replace Inlet

The unit price bid per each for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to remove the existing inlet and install a new inlet. This price includes locating utilities, excavation, removal of existing inlet, backfill, compaction, pipe connections, inlet, frame and cover, surface restoration, and other items as necessary to facilitate the construction of the work.

31. Replace Inlet Cover

The unit price bid per each for the following bid item shall constitute full compensation for all material, labor, equipment, tools and services necessary to remove the existing inlet cover and install a new frame and grate. This price includes installation of a new frame, installation of new custom sized grate cover, and other items as necessary to facilitate the construction of the work.

2.03 CONTRACTOR'S COST BREAKDOWN

A. The Contractor shall submit a Schedule of Values to the Engineer at the preconstruction conference. The price breakdown, as agreed upon by the Contractor and the Engineer, shall be used for preparing future estimates for partial payments to the Contractor, and shall list the major items of work with a price fairly apportioned to each item. Overhead and other general costs and profit shall be prorated to each item so that the total of the prices for all items equal the lump sum price.

B. The price breakdown shall be generally in the same format as the Contract specifications divisions and subdivisions, with major items of work listed individually. The price breakdown shall be by structural, civil, landscaping, or other logical division of work. The price breakdown shall include separate allowances for any testing and startup work required. Measurable approximate quantities of work performed by the Contractor or its subcontractors shall be provided. For quantities that are the sum total of several individual quantities, backup summaries shall be provided which list the individual descriptions and quantities. These summaries then will be used to determine the quantities of work in place in subsequent progress payment requests.

C. The above is a statement of the intent of the Contract Documents to provide a moderate level of detail, acceptable to the Engineer, to allow a fair and reasonable estimate to be made of the value of work installed. The detail of the price breakdown must be sufficient to provide timely processing of the monthly progress payment request.

D. The price breakdown will be subject to the approval of the Engineer, and upon request, the Contractor shall substantiate the price for any or all items and provide additional level of detail, including quantities of work. The price breakdown shall be sufficiently detailed to permit its use by the Engineer as one of the bases for evaluating requests for payments. The Engineer shall be the sole judge of the adequacy of the price breakdown.

E. The Schedule of Values shall be solely used to determine progress payments. The Schedule of Values shall not be considered in determining payment or credit for additional or deleted work.

PART 3 EXECUTION

Not Used.

*****END OF SECTION*****

SECTION 01300
CONTRACTOR SUBMITTALS

PART 1 GENERAL

1.01 GENERAL

A. Wherever submittals are required hereunder, all such submittals by the CONTRACTOR shall be submitted to the ENGINEER.

B. Within 14 business days after the date of commencement as stated in the Notice to Proceed or at Preconstruction Conference, which may occur within 10 working days of the date of commencement, the CONTRACTOR shall submit the following items to the ENGINEER for review:
1. A preliminary schedule of Shop Drawings, Samples, and proposed Substitutes ("Or-Equal") submittals listed in the Bid.
2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit and the expected date of submittal for the permit and required date for receipt of the permit.

1.02 MEASUREMENT AND PAYMENT

A. Full compensation for conforming to the Provisions of this Section will be considered as included in the prices paid for the various items of Work and no additional compensation will be allowed, therefore.

1.03 SUBMITTAL TIMING

A. The CONTRACTOR shall submit the following items to the ENGINEER for review one week prior to the pre-construction conference:
1. Proposed construction schedule for entire project.
2. Proposed Traffic Control Plans (see Section 01120-1.11)

B. At the pre-construction conference referred to in the Special Provisions, the CONTRACTOR shall submit the following items to the ENGINEER for review:
1. A preliminary list of submittals.
2. A list of all permits and licenses the CONTRACTOR shall obtain indicating the agency required to grant the permit, the expected date of submittal for the permit, and required date for receipt of the permit.
3. Proposed Resident notification letter
4. A 21-day plan of operation.
5. Sewer bypass plan (see Section 01531)
6. Water Pollution Control Plan (WPCP)
7. Sanitary Sewer Overflow (SSO) Emergency Response Plan

C. Contractor shall submit all pre-construction CCTV inspection videos and reports within 20 working days of the notice to proceed. Contractor shall identify any additional repairs that are necessary for proper installation of CIPP liners within 20 working days of the notice to proceed.

D. Contractor shall prioritize submittals with long lead times and submit them early in order to provide sufficient time for review and response.

1.04 SHOP DRAWINGS

A. Wherever called for in the Contract Documents, or where required by the ENGINEER, the CONTRACTOR shall furnish to the ENGINEER for review, 4 copies of each shop drawing submittal. The term "Shop Drawings" as used herein shall be understood to include detail design calculations, shop drawings, fabrication, and installation drawings, erection drawings, list, graphs, catalog sheets, data sheets, and similar items. Whenever the CONTRACTOR is required to submit design calculations as part of a submittal, such calculations shall bear the signature and seal of an ENGINEER registered in the appropriate branch and in the state wherein the project is to be built, unless otherwise directed.

B. Normally, a separate transmittal form shall be used for each specific item or class of material or equipment for which a submittal is required. Transmittal of a submittal of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of the group or package as a whole. A multiple-page submittal shall be collated into sets, and each set shall be stapled or bound, as appropriate, prior to transmittal to the ENGINEER.

C. Except as may otherwise be indicated herein, the ENGINEER will return prints of each submittal to the CONTRACTOR with its comments noted thereon, within 14 working days following their receipt by the ENGINEER. It is considered reasonable that the CONTRACTOR shall make a complete and acceptable submittal to the ENGINEER by the second submission of a submittal item. The OWNER reserves the right to withhold monies due to the CONTRACTOR to cover additional costs of the ENGINEER's review beyond the second submittal. The ENGINEER'S maximum review period for each submittal, including all resubmittals, will be 14 working days per submittal. In other words, for a submittal that requires two resubmittals before it is complete, the maximum review period for that submittal could be 28 working days. No extension of Contract Time will be granted for delays due to resubmittals that are reviewed within the number of days specified.

D. If the submittal is returned to the CONTRACTOR marked "NO EXCEPTIONS TAKEN," formal revision and resubmission of said submittal will not be required.

E. If the submittal is returned to the CONTRACTOR marked "MAKE CORRECTIONS NOTED," formal revision and resubmission of said submittal will not be required.

F. If the submittal is returned to the CONTRACTOR marked "REVISE AND RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.

G. If a submittal is returned to the CONTRACTOR marked "REJECTED-RESUBMIT," the CONTRACTOR shall revise said submittal and shall resubmit the required number of copies of said revised submittal to the ENGINEER.

H. Fabrication of an item shall be commenced only after the ENGINEER has reviewed the pertinent submittals and returned copies to the CONTRACTOR marked either “NO EXCEPTIONS TAKEN” or “MAKE CORRECTIONS NOTED.” Corrections indicated on submittals shall be considered as changes necessary to meet the requirements of the Contract Documents and shall not be taken as the basis for changes to the contract requirements.

I. All CONTRACTOR shop drawings submittals shall be carefully reviewed by an authorized representative of the CONTRACTOR, prior to submittal to the ENGINEER. Each submittal shall be dated, signed, and certified by the CONTRACTOR, as being correct and in strict conformance with the Contract Documents. In the case of shop drawings, each sheet shall be so dated, signed, and certified. No consideration for review by the ENGINEER of any CONTRACTOR submittals will be made for any items which have not been so certified by the CONTRACTOR. All non-certified submittals will be returned to the CONTRACTOR without action taken by the ENGINEER, and any delays caused thereby shall be the total responsibility of the CONTRACTOR.

J. The ENGINEER's review of CONTRACTOR shop drawings submittals shall not relieve the CONTRACTOR of the entire responsibility for the correctness of details and dimensions. The CONTRACTOR shall assume all responsibility and risk for any misfits due to any errors in CONTRACTOR submittals. The CONTRACTOR shall be responsible for the dimensions and the design of adequate connections and details.

1.05 CONTRACTOR'S SCHEDULE

A. Prepare construction schedule showing sequence of activities and any proposed shutdowns.

B. Preliminary construction schedule submitted five days prior to Pre-Construction Meeting.

C. Update construction schedule on monthly basis and submit with request for Progress Payment.

1.06 RECORD DRAWINGS

A. The CONTRACTOR shall keep and maintain, at the job site, one record set of Drawings. On these, it shall mark all project conditions, locations, configurations, and any other changes or deviations which may vary from the details represented on the original Contract Drawings, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Contract Drawings. Said record drawings shall be supplemented by any detailed sketches as necessary or directed to indicate, fully, the WORK as actually constructed. These master record drawings of the CONTRACTOR's representation of as-built conditions, including all revisions made necessary by addenda and change orders shall be maintained up to date during the progress of the WORK.

B. Record drawings shall be accessible to the ENGINEER at all times during the construction period.

C. Final payment will not be acted upon until the CONTRACTOR prepared record drawings have been prepared and delivered to the ENGINEER. Said up-to date record drawings shall be in the form of a set of Contract Documents prints with any changes from the original Contract Documents carefully plotted on the prints in red ink.

D. Upon substantial completion of the WORK and prior to final acceptance, the CONTRACTOR shall finalize and deliver a complete set of record drawings to the ENGINEER for transmittal to the OWNER, conforming to the construction records of the CONTRACTOR. This set of drawings shall consist of corrected drawings showing the reported location of the WORK and shall become the property of the OWNER. The information submitted by the CONTRACTOR and incorporated by the ENGINEER into the Record Drawings will be assumed to be correct, and the CONTRACTOR shall be responsible for the accuracy of such information, and for any errors or omissions which may appear on the Record Drawings as a result.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

*****END OF SECTION*****

SECTION 01354
HAZARDOUS MATERIALS CONDITIONS AND PROCEDURES

PART 1 GENERAL

1.01 DESCRIPTION

A. Section includes description of existing site conditions, general requirements, and procedures for work in the presence of hazardous materials, and requirements for personal protective equipment, training, and monitoring.

B. Requirements of this section apply to the Work or any portion thereof which involves disturbance of or exposure to hazardous materials.

1.02 DEFINITIONS

A. Hazardous Materials: Materials consisting of or containing any substances defined, regulated or listed as hazardous substances, hazardous materials, hazardous wastes, health hazards, toxic waste, pollutant or toxic substances or similarly identified as hazardous to human health or the environment in or pursuant to CERCLA, the Hazardous Materials Transportation Act, RCRA, the Clean Water Act, California Health and Safety Code, the Clean Air Act, the California Water Code or any other appropriate regulation or law including without limitation friable asbestos, polychlorinated biphenyls, petroleum, natural gas and synthetic fuel products and by-products.

B. Personal Protective Equipment (PPE): Individually donned equipment and clothing used in conjunction with appropriate engineering controls and work practices to protect project workers from unacceptable risk related to the handling of soil, building material, or groundwater impacted with hazardous materials.

C. Training and Personnel Monitoring – Labor, materials, equipment, and analyses, utilized to provide appropriate baseline and ongoing training, communication, and verification, including medical surveillance (if needed), of conditions related to employee exposure to hazardous materials.

D. Contaminated Materials:
   1. Contaminated Soil: Soil that cannot be disposed of at a Class II or III landfill/disposal site.
   2. Contaminated Water: Ground water from dewatering operations containing constituents at measured levels in excess of permit thresholds for discharge into the sanitary sewer system.
   3. Contaminated Sludge: Sludge, sediment and debris removed from the sanitary sewer facilities that cannot be disposed of at a Class II or III landfill/disposal site.
   4. Site materials, whether existing or new, other than soil or water that cannot be disposed of at a Class II or III landfill/disposal site shall also be considered as contaminated material.

1.03 SUBMITTALS

A. Hazardous Materials Site-Specific Health and Safety Plan (HMSSHASP): Submit for acceptance by the Engineer within 21 days after Notice to Proceed.

B. Amendments: Submit amendments to the HMSSHASP for review and acceptance by the Engineer as they occur.

C. Contaminated Soil Excavation and Disposal Work Plan (CSEDWP):
   1. The CONTRACTOR shall prepare and submit to the ENGINEER for approval a CSEDWP. The plan shall be approved prior to beginning any excavation work.
   2. The CSEDWP shall address the management of contaminated soils and ground water that may be encountered during the prosecution of the Work. All contaminated material encountered in work areas shall be disposed of at a landfill/disposal site approved for the type of material encountered.
   3. The CSEDWP shall address removal and disposal procedures for contaminated soils encountered along the pipeline alignments. The Plan will provide, at a minimum, the following information:
      a. The name(s) and address(es) of Subcontractor(s) for work of this Section.
      b. As discussed in 2.01, the methodology for all waste tracking activities to prevent the occurrence of cross contamination; excavation methods detailing operations necessary to ensure no blending of contaminated soil with non-contaminated soil; and temporary stockpiling methods.
      c. Corporate name, address, and contact person information (name, telephone, and fax number) of all hazardous waste transporters. Include proof of current permit, license, and/or authorization to transport hazardous waste within the state.
      d. Disposal facility information described in 2.01 herein.
      e. The CONTRACTOR shall submit documentation certifying that all contaminated materials were transported to, accepted, and disposed of, at the disposal facility.

1.04 EXISTING SITE CONDITIONS

A. Contaminated Material:
   1. The Contractor may encounter contaminated materials (as defined herein) on work site surfaces or within equipment that may be abandoned on-site or demolished and removed from site.
   2. The City is not aware of substantial contamination at these Work sites, but given the historic use of the facilities, contaminated material could include lead-based paint, residual solvents, and petroleum hydrocarbons from maintenance activities.

1.05 GENERAL REQUIREMENTS

A. No work that disturbs existing structures, soil, or groundwater containing hazardous materials shall be performed until the Hazardous Substance Site-Specific Health and Safety Plan is reviewed and accepted by the Engineer.

B. Documentation:
   1. Maintain logs on-site of monitoring equipment calibration.
   2. Maintain logs on-site of the results of field monitoring measurements.

3. Maintain copies on-site of any laboratory analytical results associated with health and safety monitoring.

C. Contractor shall comply with the following general work practices:
   1. Do not smoke, chew gum, apply cosmetics, or consume food and beverages in areas where hazardous materials are being handled.
   2. Wash hands thoroughly before eating, smoking, or drinking.
   3. Do not store food in areas where it may come in contact with hazardous materials, including soil and dusts.
   4. To the extent practical, stay upwind from operations that emit vapors, gases, or particulates.
   5. Clean clothing and footwear upon leaving jobsite and prior to entering any vehicle, mobile equipment, or office.
   6. Clean vehicle interiors and handheld tools as needed to prevent accumulation of particulates.

D. Follow guidelines for the selection and use of proper personal protective equipment as outlined in the applicable job safety or task hazard analysis from the Hazardous Material Site Specific Health and Safety Plan. At a minimum all Contractor personnel that may come into contact with site soils shall be suitably dressed to perform their work in a safe manner that minimizes exposure to soil and does not interfere with their hearing, vision, or free use of their hands or feet. The following minimum PPE shall be worn by all Contractor employees who may come into contact with site soils:
   1. Waist length shirts with sleeves.
   2. Trousers covering the entire leg.
   3. Work boots.
   4. Eye protection meeting the latest American National Standard for Occupational and Educational eye and face protection.
   5. Work gloves when handling soil or hand tools in contact with soil.
   6. Additional equipment may modify this minimum requirement and, if required, will be outlined in the Hazardous Material Site Specific Safety and Health Plan as part of the job safety or task hazard analysis.

E. Use equipment, in addition to the minimum outlined herein, if listed in the Hazardous Material Site Specific Safety and Health Plan as part of the job safety or task hazard analysis.

1.06 HAZARDOUS MATERIALS SITE-SPECIFIC HEALTH AND SAFETY PLAN

A. Prepare a Hazardous Materials Site-Specific Health and Safety Plan (HMSSHASP) for all site personnel in accordance with the federal OSHA, and Cal/OSHA regulations.
   1. The Plan shall include:
      a. Provisions specific to handling soils and ballast containing elevated concentrations of petroleum hydrocarbons, poly-nuclear aromatic hydrocarbons, and the metals lead and arsenic.
      b. Additional information or procedures as determined necessary by the Contractor for safe performance of work in the presence of hazardous materials.

B. Implement the HMSSHASP, including use of engineering controls, providing its site personnel with the appropriate training and monitoring and personal protective

equipment (PPE) based upon the type of work to be performed and the associated hazard, and ensuring proper use of PPE and compliance with safe work practices. The Contractor shall perform all monitoring necessary to determine the ongoing appropriate level of PPE for the work.

C. The Engineer will have the authority to stop work if, in the opinion of the Engineer, the level of PPE selected by the Contractor is not appropriate or site personnel are not complying with the requirements of the HMSSHASP.

1.07 UNKNOWN HAZARDOUS MATERIALS

A. When the presence of hazardous materials are not indicated in the Contract Documents and the Contractor encounters materials, including groundwater, which the Contractor reasonably believes to be hazardous and the hazardous materials have not been rendered harmless, the Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing. The Contractor may continue work in unaffected areas reasonably believed to be safe.

B. The Engineer will direct the Contractor as to sampling, testing, disposal, and/or remedial work that might take place either through the Contractor's forces or City's own forces or an authorized agent. If the consequent delay of work in the affected area delays a current controlling operation, the delay will be considered in accordance with the Contract General Provisions.

PART 2 PRODUCTS

2.01 CONTAMINATED SOILS

A. The CONTRACTOR shall perform all work of this Section in accordance with the Hazardous Materials Site-Specific Health and Safety Plan. The Hazardous Materials Site-Specific Health and Safety Plan shall contain the information listed below.

B. Hazardous Materials Site-Specific Health and Safety Plan
   1. Detail the Methods and Procedures to comply with California Labor Code Section 6401.7, Federal, and Local Health and Safety Laws, Rules and Requirements for the duration of the Contract Times. Include the following:
      a. Identification of the certified or licensed safety consultant, who will prepare, initiate, maintain, and supervise safety programs, and procedures. Consultant shall meet the following requirements:
         1) Health, Safety, and Environmental (HSE) consultants per OSHA requirements, or
         2) Certified Safety Professionals (CSP) per OSHA requirements.
      b. Procedures for providing workers with an awareness of safety and health hazards expected to be encountered in the course of construction.
      c. Safety equipment appropriate to the safety and health hazards expected to be encountered during construction. Include warning devices, barricades, safety equipment in public right-of-way and protected areas, and safety equipment used in multi-level structures.
      d. Methods for minimizing employees' exposure to safety and health hazards expected during construction.

e. Procedures for reporting safety or health hazards.
f. Procedures to follow to correct a recognized safety and health hazard.
g. Procedures for investigation of accidents, injuries, illnesses, and unusual events that have occurred at the construction site.
h. Periodic and scheduled inspections of general work areas and specific workstations.
i. Training for employees and workers at the jobsite.
j. Methods of communication of safe working conditions, work practices and required personal protection equipment.

2. Assume responsibility for every aspect of Health and Safety on the jobsite, including the health and safety of subcontractors, suppliers, and other persons on the jobsite.
   a. Employ additional health and safety measures specified by the Safety Consultant, as necessary, for workers in accordance with OSHA guidelines.
3. Transmit to CITY and ENGINEER copies of reports and other documents related to accidents or injuries encountered during construction.

C. On all portions of the work involving grading or excavation, the CONTRACTOR shall examine soil as evidenced by site history, discoloration, odor, differences in soil properties, abandoned underground tanks or pipes, or buried debris.
   1. If the project is not within an area of known soil contamination and no evidence of soil contamination is found, then testing of the soil will only be required if directed by the ENGINEER. The CONTRACTOR shall follow the paragraphs below if contamination is suspected or found.
   2. If the work is within an area of known soil contamination or evidence of soil contamination is found, then soil from grading or excavation operations shall be tested.
      a. The soil shall be managed as required by the governing agencies.
      b. The CONTRACTOR shall test excavated material suspected of contamination for disposal characteristics.
      c. All confirmation and stockpile soil samples for testing shall be submitted to a State-certified analytical laboratory for chemical analysis.
   3. If the project is found to be within an area of soil contamination not identified by the CITY in the Contract Documents, a change order shall be negotiated to cover additional work performed by the CONTRACTOR.

D. During excavation, if the CONTRACTOR encounters contaminated soil, the CONTRACTOR shall immediately implement the CSEDWP. Any non-contaminated soil that becomes mixed with contaminated soil shall be designated as contaminated and shall be handled and disposed as such at no additional cost to the CITY. CONTRACTOR will not be paid for handling and disposal of the volume of non-contaminated soil at the contaminated soil price if it is mixed with contaminated soil.

E. The CONTRACTOR shall temporarily stockpile excavated soil in piles not exceeding a volume of 500 cubic yards pending soil characterization and analytical results. Stockpiles shall be securely barricaded and clearly labeled. Excavated material will not have to be segregated into different stockpiles for sampling and disposal. However, if a clearly segregable material is encountered (railroad ballast or other soil that is stained, odorous, or discolored) the material shall be stockpiled separately and sampled for disposal characteristics.

F. Contaminated soils stored at the temporary stockpile area shall be covered with visqueen material to prevent the migration of contaminants from the material. CONTRACTOR shall provide temporary berms constructed of clean soil or hay bales and covered with visqueen to contain runoff from the stockpiled soil. Visqueen material shall have a thickness of at least 10 milli-inches. CONTRACTOR shall recover all rainwater or other water that collects in the temporary stockpile area.

G. The CONTRACTOR shall implement a material tracking system to track all contaminated soil between collection, excavation, stockpiling or storage, sampling and testing, and final disposition. The waste tracking system shall include identification of the source of the soil (location, depths, and date of excavation) and stockpile or storage location.
   1. The CONTRACTOR shall identify a minimum of one landfill that is permitted to and will accept the contaminated soils expected for disposal. The CONTRACTOR shall select landfills that are established, fully operational, and in full compliance with all applicable federal, state, and local regulations.

H. All construction equipment used for the handling of contaminated material shall be decontaminated prior to use for other work elements or removal from site.

2.02 CONTAMINATED WATER

A. The CONTRACTOR shall perform all work of this Section in accordance with the Construction Safety Plan described in this specification.

B. The CONTRACTOR shall contain and properly dispose of all water generated from excavation work in contaminated areas, as described in this Section.

C. The CONTRACTOR shall test excavated ground water for disposal characteristics. The CONTRACTOR shall allow the suspended particles to settle out of solution prior to testing water. Water samples taken during initial studies included suspended particles that contained metals. All confirmation samples will be submitted to a State-certified analytical laboratory for chemical analysis.

D. During excavation operations, if the CONTRACTOR encounters contaminated water, the CONTRACTOR shall immediately implement the CSEDWP. Any non-contaminated water that becomes mixed with contaminated water shall be designated as contaminated water and shall be handled and disposed as such at no additional cost to the CITY. CONTRACTOR will not be paid for handling and disposal of the volume of non-contaminated water at the contaminated price if it is mixed with contaminated water.

E. The CONTRACTOR shall temporarily store water from dewatering activities pending water characterization and analytical results. Stored water shall be clearly labeled. Contractor shall install in-line filtration system prior to disposal for water if required by disposal facility.

F. The CONTRACTOR shall identify a minimum of one disposal site that is permitted to and will accept the contaminated water expected for disposal. The CONTRACTOR shall select facilities that are established, fully operational, and in full compliance with all applicable federal, state, and local regulations.

G. All construction equipment used for the handling of contaminated material shall be decontaminated prior to use for other work elements or removal from site.

PART 3 EXECUTION

3.01 HAZARDOUS MATERIALS INDEMNITY

A. From and after CONTRACTOR undertakes work on the property subject to this Agreement, CONTRACTOR shall indemnify, defend (with counsel selected by CITY) and hold harmless CITY, from and against all Liability concerning CONTRACTOR's operations on said property. CONTRACTOR and CITY agree that upon receipt of any notices of a release or potential release of Hazardous Materials during work on the property subject to this Agreement or transportation to or from the disposal facility at which the hazardous soils may be placed, the parties will provide prompt notice to the other. CONTRACTOR shall timely initiate and diligently pursue and complete all appropriate response, remediation, and removal actions for the release, within the deadlines specified by applicable laws and regulations.

B. So long as CONTRACTOR is not in material breach hereof, and is discharging its defense and indemnity obligations in a reasonable and responsible manner for a Liability, and it has accepted and is discharging responsibility hereunder for such liability without any reservation of rights, CITY hereby assigns to CONTRACTOR all of its present and future rights to recover, or receive contribution, from any and all potentially responsible third parties for those costs, expenses and fees incurred by CONTRACTOR pursuant to this Indemnity. Subject to the foregoing, CITY hereby also assigns its rights to CONTRACTOR to bring an action against or otherwise cause any or all of such potentially responsible parties to take responsive actions, and to remove and remediate the Hazardous Materials. Each party agrees to cooperate fully with the other in the preservation and prosecution of all such claims and private enforcement actions.

C. So long as CONTRACTOR is not in material breach hereof, and is discharging its defense and indemnity obligations in a reasonable and responsible manner for a Liability, and it has accepted responsibility hereunder for such liability without any reservation of rights, CONTRACTOR shall have control over the defense of such Liability without any reservation of rights, and over all negotiations relating to the settlement thereof. CONTRACTOR's exercise of control over settlements shall not relieve CONTRACTOR of its indemnity and defense obligations to CITY.

3.02 HAZARDOUS MATERIAL AND WASTE MANAGEMENT

A. Storage: The CONTRACTOR shall label and store all hazardous materials, such as pesticides, paints, thinners, solvents, and fuels; and all hazardous wastes, such as waste oil and antifreeze; in accordance with all applicable local, State and Federal regulations.
   1. The CONTRACTOR shall store all hazardous materials and all hazardous wastes in accordance with secondary containment regulations, and it is recommended that these materials and wastes be covered, as needed, to avoid potential management of collected rainwater as a hazardous waste.
   2. The CONTRACTOR shall keep an accurate, up-to-date inventory, including, but not limited to, Material Safety Data Sheets (MSDSs) of hazardous materials and

hazardous wastes stored on-site, to assist emergency response personnel in the event of a hazardous materials incident.

B. Usage: When rain forecast within 24 hours or during wet weather, the Engineer may prevent the CONTRACTOR from applying chemicals in outside areas. The CONTRACTOR shall not over-apply pesticides or fertilizers and shall follow material manufacturer's instructions regarding uses, protective equipment, ventilation, flammability, and mixing of chemicals.

C. Disposal: The CONTRACTOR shall arrange for regular hazardous waste collection to comply with time limits on storage of hazardous wastes. The CONTRACTOR shall dispose of hazardous waste only at authorized and permitted Treatment, Storage, and Disposal Facilities, and use only licensed hazardous waste haulers to remove the waste off-site, unless quantities to be transported are below applicable threshold limits for transportation specified in State and Federal regulations. CONTRACTOR shall ensure that CITY receives a copy of the Uniform Hazardous Waste Manifest form completed by the hazardous waste facility that accepted said materials.

*****END OF SECTION*****

SECTION 01505
MOBILIZATION/DEMOBILIZATON

PART 1 GENERAL

1.01 GENERAL

A. Mobilization shall include the obtaining of all permits; moving onto and off of the site of all personnel and equipment; furnishing and erecting temporary facilities, temporary fence, and other construction facilities, including the dismantling and removal of such facilities; and implementing security requirements; all as required for the proper performance and completion of the WORK. Mobilization shall include the following principal items:

1. Moving on to the site of all CONTRACTOR's equipment required for first month operations.
2. Providing on-site sanitary facilities and potable water facilities.
3. Arranging for, erection, and security of CONTRACTOR's work and storage areas.
4. Obtaining all required permits including, but not limited to, City of Belmont Encroachment Permit, discharge permit from the Silicon Valley Treatment Plant, OSHA permits, and all other permits necessary to complete the work.
5. Having all OSHA required notices and establishment of safety programs.
6. Having the CONTRACTOR's superintendent at the job site full time.
7. Submitting initial submittals, including those required for the Preconstruction Conference.
8. Completing the Preconstruction Conference.
9. Obtaining temporary construction water permit and meter from Mid-Peninsula Water District (MPWD). The contractor is responsible for providing a backflow prevention device with current test certification and conveying water to the point of use.

B. Demobilization shall include moving off the site all equipment and temporary facilities; final cleaning of all work sites and the Contractor’s staging area; completion of all punch list items; and submittal of construction record drawings, any required permits signed by the issuing agency, certifications, and operation and maintenance manuals.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01531
TEMPORARY FLOW CONTROL

PART 1 GENERAL

1.01 DEFINITION

A. Bypass Pumping: Temporary flow control accomplished by diverting flow away from the Work area using one or more pumps

B. Temporary Flow Control: Reducing, limiting, or excluding flow in or to a sanitary sewer or other facility as required for performing the Work under the Contract. Draining, handling, and disposal of sanitary sewage from pipelines and other facilities as required for performing the Work under the Contract is also part of temporary flow control.

C. Temporary Flow Control Plan: Plan prepared by Contractor containing complete information on how Contractor proposes to perform temporary flow control in accordance with specified requirements.

1.02 SYSTEM DESCRIPTION

A. Provide facilities and controls required to intercept, convey, and discharge sanitary sewer flows to downstream and/or adjacent gravity sewer lines at all times during Construction.

B. Include standby and emergency equipment as specified herein, and as necessary to adequately convey the inflows.

C. The estimated flow rates are indicated on the drawings.

D. Bypass pumping system shall be sufficient to pump Peak Wet Weather Flows (PWWF) or 50 gallons per minute (gpm), whichever is greater.

E. Conform to regulatory requirements.

F. Protect water resources, wetlands, and other natural resources.

G. Temporary flow control shall be done in a manner that will not damage private or public property or create a nuisance or public menace. Flow shall be conveyed in enclosed pipes that are adequately protected from traffic or other hazards.

1. Above ground bypass piping is not allowed within the travel lanes of any roadway during non-construction hours.

H. Bypass systems that are left in place unsupervised (i.e. during non-working hours), shall be a completely redundant system, with alarms that will alert the Contractor and City if desired, of issues that occur on the system. **Minimum measures needed to be completely redundant include a backup pump (capable of conveying the entire design peak flow rate), backup power, and backup water level monitor/floats.**

1.03 SITE CONDITIONS

A. Obtain approval and secure permits for placement of temporary flow control facilities within public right-of-ways (City).

B. Existing facilities are shown on Drawings.

1.04 SUBMITTALS

A. Temporary Flow Control and Bypass Plan.

B. Emergency Cleanup Plan.

C. Emergency Contact Information.

D. Names and qualifications of industrial hygienist and standby cleanup Subcontractor, including but not limited to, certification by the Institute of Inspection, Cleaning, and Restoration Certification (IICRC).

E. Information describing equipment and materials to be used and showing conformance with specified requirements.

1.05 QUALITY ASSURANCE

A. Qualifications:
   1. Industrial Hygienist and Cleanup Subcontractor: Certified by the Institute of Inspection, Cleaning, and Restoration Certification (IICRC).
   2. Temporary Flow Control System Designer: Professional engineer who has at least 5 years' experience in design of such systems and who is registered in the State of California.

PART 2 MATERIALS

2.01 GENERAL REQUIREMENTS

A. Provide materials and equipment that will ensure continuous and successful operation of temporary flow control systems.

B. Contractor shall regularly inspect the bypass system and repair or modify systems, as necessary.

C. Unless otherwise shown or specified, materials and equipment may be new or used at Contractor's option.

2.02 PLUGS

A. Provide with taps for connection of pressure gauges and air hoses, and flow-through capability.

B. Pipe Diameters 24 Inches and Smaller: Use mechanical plugs with rubber gaskets or pneumatic plugs with rubber boots.

2.03 PUMPS

A. Provide full pumping redundancy that will be automatically implemented immediately upon failure of primary pump.

B. Pumps shall be fully automatic, self-priming units that do not require use of foot valves or vacuum pumps in priming system.

C. Pumps shall be solids handling design with ability to pump 2-inch diameter sphere.

D. Pumps shall be able to run dry for long periods of time to accommodate cyclical nature of flows.

E. Engine: Equipped to minimize noise. Noise levels shall not exceed 55 dBA at a distance of 50 feet from source

2.04 GENERATOR

A. Generator shall be able to simultaneously start and run electric powered pumps required for flow to be controlled.

B. Equipped to minimize noise. Noise levels shall not exceed 55 dBA at a distance of 50 feet from source.

C. Include automatic transfer switch if flow control system is to operate unattended.

D. Contractor is responsible for providing all fuel required during bypass pumping. Contractor shall fill the existing fuel tank upon completion of bypass pumping.

E. Temporary generators shall be registered with the California Air Resource Board (ARB) and shall meet all ARB and Bay Area Air Quality Management District (BAAQMD) requirements.

2.05 LEVEL SENSORS, ALARM AND NOTIFICATION SYSTEM

A. Provide redundant backup level sensors that will automatically start and stop the pumps in the event of a primary level sensor failure.

B. At a minimum, the Contractor shall maintain high level and power failure alarms at all times during bypass pumping. The existing pump station alarm system can be used during construction where feasible and applicable.

2.06 STANDBY EQUIPMENT

A. Standby equipment shall be on site during bypass pumping operations include:
   1. Standby Pump with capacity to meet the required flows if the primary pump failure.
   2. Power Generator: Backup power generator is required, capable, or starting and running the pumps in case primary power fails.

PART 3 EXECUTION

3.01 EXAMINATION

A. Install temporary flow control facilities only within public right-of-way, Owner's property, temporary construction easement, permanent easement, or easement obtained by Contractor.

B. Operate and maintain temporary flow control 24 hours per day, 7 days per week, including without limitation, holidays, as required to control flows.

C. Bypass pumping equipment shall remain in place until the new pump station is fully function and has passed all testing requirements. Promptly remove temporary flow control facilities as soon as they are no longer needed.

D. Sewage shall not be conveyed within the soil in open trenches at any time during construction.

3.02 TEMPORARY FLOW CONTROL PLAN

A. Prepare and submit Temporary Flow Control Plan at least 30 days before starting the Work requiring temporary flow control; include following information:
   1. Drawings indicating location of temporary sewer plugs and bypass discharge lines.
   2. Locations where flow will be intercepted and discharged.
   3. Complete descriptions and performance characteristics of pumps, electric power generators, and standby equipment.
   4. Acoustical information for equipment to be used showing compliance with noise control requirements.
   5. Details of temporary force mains, including horizontal and vertical alignments, pipe materials, protection of existing buried and aboveground facilities and improvements, maintenance of traffic and access to properties.
   6. Design calculations proving adequacy of temporary system and selected equipment to convey all flows.
   7. Drawings showing layouts and configurations of temporary flow control facilities and also showing locations relative to right-of-way easement, and property boundaries.
   8. Drawings and design calculations of temporary bulkheads and plugs.
   9. Drawings and design calculations for thrust restraint of temporary piping.
   10. Details of system controls and control logic; include diagrams and narrative.
   11. Anticipated schedule for the Work.
   12. Other information to completely describe temporary flow control facilities and conformance to specified requirements.

3.03 EMERGENCY CLEANUP PLAN

A. Prepare and submit not less than 60 days before scheduled date of temporary flow control activities. As a minimum plan shall include the following:
   1. Procedures for removal of water.
   2. Procedures for determining nature and extent of damage and required restoration where restoration is possible.
   3. Provide for industrial hygienist and standby Subcontractor for cleanup of exterior and building interior spaces that might be affected by a spill, backup, or overflow. Industrial hygienist and cleanup Subcontractor shall be certified by the Institute of Inspection,

Cleaning, and Restoration Certification (IICRC) and follow IICRC S500 Standard and Reference Guide for Professional Water Damage Restoration for cleanup of Category 3 water.

3.04 BLOCKING FLOW

A. Flow control may consist of blocking flow with mechanical or pneumatic plugs if only small amount of flow needs to be controlled and adequate storage is available.

B. Use primary and secondary plugs for each flow control location.

C. When blocking flow is no longer needed for performance and acceptance of the Work, remove plugs in a manner that permits sewage flow to slowly return to normal without surcharging or causing other major disturbances downstream.

D. Remove temporary plugs at end of each working day and restore normal flow. If downstream work is not or cannot be completed during workday provide, operate, and maintain bypass pumping system or other method of flow control to accommodate flows.

3.05 PIPING

A. Minimize disturbance of existing utilities.

B. Where temporary flow control pipelines cross streets and private driveways, install pipeline in trench and cover with temporary pavement.

C. Installation of bypass pipelines is prohibited in salt marsh/wetland areas.

3.06 TEMPORARY SANITARY SEWAGE FLOW REDUCTION

A. Contractor may request sewer service customers upstream of the Work area to reduce or curtail sewer flow, only when approved by City. The following notices must occur if approved.
   1. First Notice: Not less than 1 week nor more than 2 weeks prior to when sewer flow deduction or curtailment is requested.
   2. Second Notice: Not more than 24 hours nor less than 12 hours prior to when sewer flow deduction or curtailment is requested.

B. When service lateral must be disconnected from main, temporary piping and connections shall be made to provide continuous sewer service at all times during construction.

C. Promptly notify sewer service customers that were requested to reduce sewer flow when the Work is complete and full uninterrupted service restored.

D. Contractor shall be responsible for control of sewage flows and under no circumstances be entitled to rely on flow reduction by upstream sewer service customers.

3.07 FIELD QUALITY CONTROL

A. Hydrostatic Pressure Test for Pump Bypass Systems:

1. Prior to operation, test bypass piping with the maximum operating pressure of system. Repair or replace any section of pipes that are leaking before start of bypass pumping operations.

B. Bypass System Inspection:

1. Contractor shall periodically inspect the upstream manholes and bypass pumping system to ensure that no overflows or leaks are occurring.

*****END OF SECTION*****

SECTION 01550
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: temporary facilities for the project including sanitary facilities, storage of materials, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris and excavated material, and pest and rodent control.

1.02 CONTRACTOR'S RESPONSIBILITY

A. Comply with applicable requirements as specified in other Sections.
   1. Maintain and operate temporary facilities and systems to assure continuous service.
   2. Modify and extend systems as Work progress requires.
   3. Completely remove temporary materials and equipment when their use is no longer required.
   4. Restore existing facilities used for temporary services to specified or to original condition.
   5. Maintain sewer service as described in Section 01531.

1.03 TEMPORARY UTILITIES

A. Obtaining Temporary Service:
   1. Make arrangements with utility service companies for temporary services as necessary to compete the work.
   2. Abide by rules and regulations of the utility service companies or authorities having jurisdiction.
   3. Be responsible for utility service costs until the Work is substantially complete. Included are fuel, power, light, heat, water, and other utility services necessary for execution, completion, testing, and initial operation of the Work.

B. Water:
   1. Provide water required for and in connection with Work to be performed or for other use as required for proper completion of the Work.
   2. The Contractor is responsible for obtaining temporary construction water permit and meter from Mid-Peninsula Water District (District). The contractor is responsible for providing a backflow prevention device with current test certification and conveying water to the point of use.
   3. Provide and maintain an adequate supply of potable water for domestic consumption by Contractor personnel and Engineer or his Representatives.

C. Electricity and Lighting:
   1. Provide electric power service as required for the Work. Provide power for operation of the Contractor's equipment, or for any other use by Contractor.

D. Sanitary Facilities:
   1. Provide and maintain sanitary facilities for persons on the job site; comply with the regulations of State and local departments of health.

2. Enforce the use of sanitary facilities by construction personnel at the job site. Such facilities shall be enclosed. Pit-type toilets will not be permitted. No discharge will be allowed from these facilities. Collect and store sewage and waste so as not to cause a nuisance or health problem; have sewer and waste hauled off-site and properly disposed in accordance with applicable regulations.
3. Locate toilets near the Work site and secluded from view insofar as possible. Keep toilets clean and supplied throughout the course of the Work.

1.04 FIELD OFFICE

Not Used.

1.05 STORAGE OF MATERIALS

A. Storage of materials not susceptible to weather damage may be on blocks off the ground.

B. Store materials in a neat and orderly manner. Place materials to permit easy access for identification, inspection, and inventory.

C. Stockpile materials in a way that provides drainage temporary and existing buildings and facilities.

D. Materials and equipment shall not be stored on private property without receiving written approval from property owner.

1.06 SAFETY REQUIREMENTS

A. Conduct operations in strict accord with applicable Federal, State, and local safety codes and statutes and with good construction practice. The Contractor is fully responsible and obligated to establish and maintain procedures for safety of all work, personnel, and equipment involved in the Project.

B. Observance of and compliance with the regulations shall be solely and without qualification the responsibility of the Contractor without reliance or superintendence of or direction by the Engineer or the Engineer’s representative. Immediately advise the Engineer of investigation or inspection by Federal Safety and Health inspectors of the Contractor or subcontractor's work or place of work on the job site under this Contract, and after such investigation or inspection, advise the Engineer of the results. Submit one copy of accident reports to Engineer within 10 days of occurrence.

C. Protect areas occupied by workmen using the best available devices for detection of lethal and combustible gases. Test such devices frequently to assure their functional capability. Constantly observe infiltration of liquids into the Work area for visual or odor evidences of contamination, immediate take appropriate steps to seal off entry of contaminated liquids to the Work area.

D. Safety measures, including but not limited to safety personnel, first-aid equipment, ventilating equipment, and safety equipment, in the specifications and shown on the Drawings are obligations of the Contractor.

E. Maintain required coordination with the Police and Fire Departments during the entire period covered by the Contract.

1.07 FIRST AID EQUIPMENT

A. Provide a first aid kit throughout the construction period. List telephone numbers for physicians, hospitals, and ambulance services in each first aid kit.

B. Have at least one person thoroughly trained in first aid procedures present on the site whenever Work is in progress.

1.08 FIRE PROTECTION

A. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in Contractor's Safety Program.

1.09 SECURITY MEASURES

A. Protect all Work materials, equipment, and property from loss, theft, damage, and vandalism. Contractor's duty to protect property includes Owner's property used in connection with the performance of the Contract.

B. If existing fencing or barriers are breached or removed for purposes of construction, provide, and maintain temporary security fencing equal to existing.

1.10 PROTECTION OF PUBLIC UTILITIES

A. Prevent damage to existing public utilities during construction. Give owners of utilities at least 48 hours notice before commencing Work in the area, for locating utilities during construction, and for making adjustments or relocation of utilities when they conflict with the proposed Work.

1.11 PROTECTION OF THE WORK AND PROPERTY

A. Preventive Actions:
   1. Take precautions, provide programs, and take actions necessary to protect the Work and public and private property from damage.
   2. Take action to prevent damage, injury, or loss, including, but not be limited to, the following:
      a. Store apparatus, materials, supplies, and equipment in an orderly, safe manner that will not unduly interfere with progress of the Work or the Owner's operations.
      b. Provide suitable storage for materials which are subject to damage by exposure to weather, theft, breakage, or otherwise.
      c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.
      d. Frequently clean up refuse, rubbish, scrap materials, and debris caused by construction operations, keeping the Project site safe and orderly.
      e. Provide safe barricades and guard rails around openings, for scaffolding, for temporary stairs and ramps, around excavations, elevated walkways, and other hazardous areas.
   3. Obtain written consent from proper parties before entering or occupying with workers, tools, materials, or equipment, privately-owned land.
   4. Assume full responsibility for the preservation of public and private property on or adjacent to the site. If any direct or indirect damage is done by or on account of any act, omission, neglect, or misconduct in execution of the Work by the Contractor, it shall be restored by

the Contractor to a condition equal to or better than that existing before the damage was done.

B. Barricades and Warning Signals: Where Work is performed on or adjacent to any roadway, right-of-way, or public place, furnish and erect barricades, fences, lights, warning signs, and danger signals; provide watchmen; and take other precautionary measures for the protection of persons or property and protection of the Work. Use barricades painted to be visible at night. From sunset to sunrise, furnish and maintain at least one light at each barricade. Erect sufficient barricades to keep vehicles from being driven on or into Work under construction. Furnish watchmen in sufficient numbers to protect the Work. Maintain barricades, signs, and lights, and provide watchmen until the Project is accepted by the City.

C. Protection of Existing Structures:
   1. Underground Structures:
      a. Underground structures are defined to include, but not be limited to, sewer, water, gas, and other piping, and manholes, chambers, electrical and signal conduits, tunnels, and other existing subsurface installations located within or adjacent to the limits of the Work.
      b. Known underground structures, including existing siphons are shown on the Drawings. This information is shown for the assistance of the Contractor in accordance with the best information available but is not guaranteed to be correct or complete.
      c. Explore ahead of trenching and excavation work and uncover obstructing underground structures sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structure at no additional cost to the Owner.
      d. Necessary changes in location of the Work may be made by the Engineer to avoid unanticipated underground structures.
      e. If permanent relocation of an underground structure or other subsurface installations is required and not otherwise provided for in the Contract Documents, the City will direct Contractor in writing to perform the Work, which shall be paid for under the provisions for changes in the Contract Price as described in the City's General Conditions.
   2. Surface Structures: Surface structures are defined as existing buildings, structures, and other constructed installations above the ground surface. Included with such structures are their foundations or any extension below the surface. Surface structures include, but are not limited to buildings, tanks, walls, bridges, roads, dams, channels, open drainage, piping, poles, wires, posts, signs, markers, curbs, walks, guard cables, fencing, and other facilities that are visible above the ground surface.
   3. Protection of Underground and Surface Structures:
      a. Support in place and protect from direct or indirect injury underground and surface structures located within or adjacent to the limits of the Work. Install such supports carefully and as required by the party owning or controlling such structure. Before installing structure supports, Contractor shall satisfy the Engineer that the methods and procedures to be used have been approved by the owner of the structure.
      b. Avoid moving or in any way changing the property of public utilities or private service corporations without prior written consent of a responsible official of that service or public utility. Representatives of these utilities reserve the right to enter within the limits of this project for the purpose of maintaining their properties, or of making such changes or repairs to their property that may be considered necessary by performance of this Contract.

c. Notify the owners and/or operators of utilities and pipelines of the nature of construction operations to be performed and the date or dates on which those operations will be performed. When construction operations are required in the immediate vicinity of existing structures, pipelines, or utilities, give a minimum of 5 working days advance notice. Probe and flag the location of underground utilities prior to commencement of excavation. Keep flags in place until construction operation reach and uncover the utility.

d. Assume risks attending the presence or proximity of underground and surface structures within or adjacent to the limits to the Work including but not limited to damage and expense for direct or indirect injury caused by his Work to any structure. Immediately repair damage caused, to the satisfaction of the owner of the damaged structure.

4. Protection of Installed Products:
   a. Provide protection of installed products to prevent damage from subsequent operations. Remove protection facilities when no longer needed, prior to completion of Work.
   b. Control traffic to prevent damage to equipment, materials, and surfaces.
   c. Provide coverings to protect equipment and materials from damage.
5. Protection of Landscaping
   a. The Contractor shall be responsible for the protection of all the trees, shrubs, irrigation systems, fences, and other landscape items adjacent to or within the work area, unless they are directed to do otherwise on the plans.
   b. In the event of damage to landscape items, the Contractor shall replace the damaged items to the satisfaction of the engineer and the owner or pay damages to the owner as directed by the City.
   c. When the proposed pipeline is to be within planted or other improved areas in public or private easements, the Contractor shall restore such areas to the original condition after completion of the work. Restoration shall include a placement of 5 inches of topsoil, resoding, seeding, and replacement of all landscaped items.
   d. If the Contractor does not proceed with the restoration after completion of the work or does not complete the restoration in a satisfactory manner, the City reserves the right to have the work done and to charge the Contractor for the actual cost of the restoration including all labor, material, and overhead required for restoration.

1.12 ROADS, PARKING, AND TRAFFIC CONTROL

A. See Section 01120 for Traffic Control Requirements.

B. Prevent interference with traffic on existing roads to the maximum extent possible.

C. Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by City.

D. Minimize use by construction traffic of existing streets and driveways.

E. Do not allow heavy vehicles or construction equipment in existing parking areas.

1.13 ENVIRONMENTAL CONTROLS

A. Provide and maintain methods, equipment, and temporary construction as necessary for controls over environmental conditions at the construction site and adjacent areas.

B. Comply with statutes, regulations, and ordinances which relate to the proposed Work for the prevention of environmental pollution and preservation of natural resources, including but not limited to the National Environmental Policy Act of 1969, PL 91-190, Executive Order 11514.

C. The City recognizes that the site has considerable natural value and that construction of projects should have minimum impact to the surrounding environment. The Contractor shall adopt construction procedures that do not cause unnecessary excavation and filling of the terrain, indiscriminate destruction of vegetation, air, or stream pollution, nor the harassment or destruction of wildlife.

D. Recognize and adhere to the environmental requirements of the Project. Disturbed areas shall be strictly limited to boundaries established by the Contract Documents. Particularly avoid pollution of "on-site" streams, wells, or other water sources.

E. Burning of rubbish, debris, or waste materials is not permitted.

1.14 POLLUTION CONTROL

A. Prepare a Spill Response and Prevention Plan, specific to the Contractor's means and methods. Submit prior to mobilization per Section 01300, Contractor Submittals.

B. Provide methods, means, and facilities required to prevent contamination of soil, water, or atmosphere by discharge of noxious substances from construction operations.

C. Provide equipment and personnel to perform emergency measures required to contain any spillage, and to remove contaminated soils or liquids. Excavate and dispose of any contaminated earth off-site and replace with suitable compacted fill and topsoil.

D. Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

E. Prevent toxic concentrations of chemicals.

F. Prevent harmful dispersal of pollutants into the atmosphere.

G. Use equipment during construction that conforms to current Federal, State, and local laws and regulations.

H. Dispose of all trash and debris in permitted landfills or recycling facilities, as applicable, in accordance with state and local laws and regulations.

1.15 PEST AND RODENT CONTROL

A. Provide rodent and pest control as necessary to prevent infestation of construction or storage areas.

B. Employ methods and use materials which will not adversely affect conditions at the site or on adjoining properties.

1.16 NOISE CONTROL

A. Provide vehicles, equipment, and construction activities that minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and the City of Belmont's Construction Noise Ordinance.

B. Conduct construction operations during daylight hours except as approved by Engineer.

C. Select construction equipment to operate with minimum noise and vibration.

1.17 DUST CONTROL

A. Control objectionable dust caused by operation of vehicles and equipment. Apply water or use other methods, subject to approval of the Engineer, which will control the amount of dust generated.

PART 2 MATERIALS

Not Used.

PART 3 EXECUTION

Not Used.

*****END OF SECTION*****

SECTION 01600
ENVIRONMENTAL PROTECTION

PART 1 GENERAL

1.01 REGULATORY REQUIREMENTS

A. These specifications reflect regulatory permit requirements known at the time of bidding.

B. Contractor shall adhere to all related requirements set forth in the State Water Resources Control Board NPDES General Permit Requirements (Order No. 2009-0009-DWQ). Permit requirements are available for download on the State Water Resource Control Board's website (http://www.waterboards.ca.gov).

1.02 SUBMITTALS

A. Storm Water Pollution Control Plan (WPCP)
   1. Submit to the City a Storm Water Pollution Control Plan (WPCP) detailing the placement of physical Best Management Practices (BMPs) to comply with the requirements set forth in the State Water Resources Control Board NPDES General Permit Requirements (Order No. 2009-0009-DWQ) and required for the Work, and the methods used to comply with those BMPs directed at operational procedures, Monitoring Program and Reporting Plan. The plan shall specifically address and detail changes from the alternatives called out in this section. The Contractor's preferred techniques shall show how it will comply with the stated objectives of the program.
   2. The Contractor shall submit details and product data for proposed BMP's. Details shall be from the CASQA Stormwater Best Management Practice (BMP), Handbook Portal, Construction, and shall be marked to show compliance or marked to show deviation.
   3. The entire plan shall be kept and maintained by the Contractor on the construction site during the duration of the project.
   4. The Contractor shall be responsible for taking the proper actions to prevent contaminants and sediments from entering the storm sewer drainage system should any unforeseen circumstance occur. The Contractor shall take immediate action if directed by the Engineer, or if the Contractor observes contaminants and/or sediments entering the storm drainage system, to prevent further storm water from entering the system.

B. Product Data: On all proposed products.

PART 2 PRODUCTS

2.01 GENERAL

A. All necessary erosion control products and systems required by the State Water Resources Control Board NPDES General Permit (Order No. 2009-0009-DWQ) shall be

used. All products and installations shall adhere to the CASQA Stormwater Best Management Practice Handbook.

2.02 FIBER ROLLS

A. Contractor shall install fiber rolls as shown in the submitted pollution control plan and as directed by the Engineer to sufficiently control erosion.

B. Cylinders of biodegradable plant material such as weed-free straw, coir, compost, wood chips, excelsior, or wood fiber or shavings encased within biodegradable netting.

C. Fiber rolls shall be 8” minimum diameter.

D. Fiber rolls shall be staked with oak stakes with minimum dimensions of 0.75 inches square by 24 inches long.

E. Netting Material: Clean, evenly woven, and free of encrusted concrete or other contaminating materials such as preservatives. Also free from cuts, tears, or weak places with a minimum lifespan of 6 months.

2.03 FILTER FABRIC

A. Woven or nonwoven geotextile filter fabric made of either polypropylene, polyethylene, ethylene, or polyamide material, in continuous rolls of longest practical length.

B. Grab Strength: 100 psi in any principal direction (ASTM D-4632), Mullen burst strength >200 psi (ASTM D-3786), and equivalent opening size between 50 and 140.

C. Furnish ultraviolet inhibitors and stabilizers for minimum 6 months of expected usable construction life at temperature range of 0 degrees F to 120 degrees F.

2.04 SANDBAGS

A. Polypropylene, polyethylene, or polyamide woven fabric, with minimum unit weight of 4 ounces per square yard, Muller burst strength exceeding 300 psi, and ultraviolet stability exceeding 70 percent. Fill bags with bank-run sand.

PART 3 EXECUTION

3.01 SITE PROTECTION

A. All site protection measures described herein, including stormwater pollution prevention and habitat protection as described in the Special Provisions, shall be maintained in place continuously for the duration of construction.

B. The Contractor shall maintain a controlled and stable work area at all times. The Contractor is responsible to take those measures needed to control site runoff and soil disturbance, including the placement of temporary aggregate base course at work sites to prevent soil erosion during construction as required.

3.02 DUST CONTROL

A. The Contractor at its expense shall take whatever steps, procedures, or means as are required to prevent abnormal dust conditions being caused by its operations in connection with the execution of the Work; and on any unpaved road which the Contractor or any of its subcontractors are using, excavation or fill areas, demolition operations, or other activities. Control shall be by sprinkling, use of dust palliatives, modification of operations, or any other means acceptable to agencies having jurisdiction.

B. All construction areas shall be watered at least twice daily and more often during windy periods. Active areas adjacent to residences should be kept damp at all times.

C. Unless the construction dictates otherwise, and unless otherwise approved by the City's Representative, the Contractor shall furnish and operate a self-loading motor sweeper with spray nozzle. The paved streets, parking areas, and staging areas shall be swept at the end of each day of construction as necessary to keep paved areas acceptably clean and to prevent sediment discharges from reaching the drainage system. Adjacent public streets where visible material has been carried onto shall be swept daily.

D. Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles (dirt, sand, etc.)

E. Vehicles driving on dirt areas will travel at speeds no greater than 10 mph to minimize noise and dust disturbance.

F. Cover all trucks hauling soil, sand, and other loose materials or require trucks to maintain at least two feet of freeboard above the load.

G. Suspend construction activities that cause visible dust plumes that extend beyond the construction site.

3.03 NOISE ABATEMENT

A. Operations at the work sites shall be performed so as to minimize unnecessary noise. Special measures shall be taken to suppress noise during any approved working hour variances. Noise levels due to construction activity shall not exceed the levels specified by local ordinance.

B. Internal combustion engines used on the Work shall be equipped with a muffler of a type recommended by the manufacturer. No internal combustion engine shall be operated without said muffler.

C. All noise generating activity shall comply with City of Belmont’s noise Ordinance.

3.04 INSTALLATION OF FIBER ROLLS

A. Fiber roll materials shall be as specified herein.

B. The Engineer will monitor fiber rolls for effectiveness (see also Section 3.10). Should the installed fiber rolls prove to be an ineffective means of runoff pollution control as

measured below, the Contractor shall replace fiber rolls as required until adequate pollution control is achieved.

3.05 REMOVAL OF SEDIMENT CONTROLS

A. All spoil material trapped behind sediment controls shall be disposed of off-site in conformance with all applicable regulatory requirements.

3.06 MAINTAINING WORK AREAS

A. The Contractor shall, at all times, keep property on which work is in progress and the adjacent property free from accumulations of waste material or rubbish caused by employees or by the Work. All surplus material shall be removed from the site immediately after completion of the work causing the surplus materials. Upon completion of the construction, the Contractor shall remove all temporary structures, rubbish, and waste materials resulting from its operations.

B. This provision also applies to any material stockpile and equipment storage areas.

C. All equipment (including personal gear) will be cleaned of soil, seeds, and plant material prior to arriving on-site and after working in areas with invasive non-native plants, such as perennial pepperweed (*Lepidium latifolium*), to prevent the spread of weeds.

D. All stockpiled materials not actively being used shall be bermed and covered from wind and rain. All chemicals shall be stored in watertight containers (with appropriate secondary containment to prevent any spillage or leakage) or in a storage shed. All waste containers shall be covered at the end of each day and before rain events.

E. Concrete transit mixers shall only be washed out in designated wash-out areas where the water will flow into a temporary pit in dirt area or onto stockpiles of aggregate base or sand. Concrete washouts must be water tight.

F. All construction entrances and exits shall be stabilized to sufficiently control sediment tracking from the site. Construction activity traffic to and from the project shall be limited to the stabilized entrances and exits.

G. All storm drain inlet and perimeter controls, as well as construction entrances and exits shall be maintained and replaced as necessary or as determined by the City inspector. BMP maintenance and repair shall begin within 72 hours of failure or shortcoming identification.

3.07 EQUIPMENT AND VEHICLE REFUELING

A. Contractor shall prepare and implement a spill prevention and response plan for refueling equipment, machinery, and vehicles at the project site. Appropriate spill response personnel must be assigned and trained.
   1. Submit to Engineer for review prior to beginning any refueling activity.

B. Machinery, vehicles, and construction equipment shall not be refueled within 60 feet of the creek.

3.08 DISPOSAL OF MATERIAL

A. The Contractor shall make arrangements for disposing of materials outside the Site and the Contractor shall pay all costs involved. The Contractor shall first obtain permission from the property owner on whose property the disposal is to be made and absolve the City from any and all responsibility in connection with the disposal of material on said property. When material is disposed of as provided above, the Contractor shall conform to all required codes pertaining to grading, hauling, and filling of earth.

B. This provision also applies to any material stockpile and equipment storage areas.

C. During the course of construction activities, all trash and debris shall be collected in trash receptacles with a tightly secured lid to prevent attracting predators to the site. All trash cans shall be removed and emptied at an appropriate facility once per week at minimum. If no garbage receptacles are available, all debris including food wrappers and drink containers shall be collected and removed from the area on a daily basis for disposal at an appropriate facility.

3.09 SITE CONTROL DURING INCLEMENT WEATHER

A. The Contractor is solely responsible for site protection during periods of inclement weather.

B. All construction activity with the potential to cause erosion, sedimentation, or water pollution shall be suspended during periods of inclement weather.
   1. Inclement weather is defined as a rain event with a forecasted probability of 50% or greater of measurable (0.01 inch or more) rainfall.
   2. The Contractor is responsible for keeping track of upcoming inclement weather and must obtain the precipitation forecast information from the National Weather Service Forecast Office (http://www.srh.noaa.gov/).
   3. Contractor shall notify the City 48 hours prior to forecast inclement weather.
   4. Contractor shall develop a Rain Event Action Plan (REAP) 48 hours prior to any likely precipitation event forecast of 50% or greater probability. The REAP shall be a written document, specific for each rain event and shall be designed to protect all exposed portions of the site. REAP shall contain all information outlined in the State Water Resources Control Board NPDES General Permit Requirements (Order No. 2009-0009-DWQ) for Risk Level 2 sites. Permit requirements are available for download on the State Water Resource Control Board's website (http://www.waterboards.ca.gov).
   5. Contractor shall begin implementation and make the REAP available onsite no later than 24 hours prior to the likely precipitation event.
      a. If a defined rain event is forecast for a weekend or holiday, all site protection shall be deployed and in place before the Contractor stops work prior to that weekend or holiday.
      b. The Contractor has discretion as to how he runs his operations while maintaining an adequately protected site at the onset of rainfall.

3.10 WATER POLLUTION MONITORING

A. The City will monitor the Contractor's operations and site maintenance to ensure compliance with the NPDES General Construction Permit and other regulatory requirements.

B. During discharge events the City will sample site runoff for the following constituents and compare to Regional Water Quality Control Board numeric effluent limits (NELs):
   1. Turbidity: Maximum turbidity measured in runoff leaving the construction sites will not be allowed to exceed 250 NTU (roughly equivalent to 750 mg/l).
   2. pH: Measured pH runoff leaving the construction sites must be between 6.5 and 8.5 pH units.

C. If effluent limits are exceeded during a discharge event, all work shall cease, and the Engineer will direct the Contractor to employ other housekeeping and pollution control measures until compliance is reached.

D. The contractor is responsible for maintaining the identified effluent limits for all runoff leaving the construction site. No exceptions will be made for poor quality run-on water. Run-on from off site shall be directed away from the disturbed area or shall collectively be in compliance with the effluent limits.

3.11 FINES FOR PERMIT VIOLATION

A. Contractor is responsible for all permit violation fines and necessary corrective actions due to his negligence.

B. NPDES permit violation fines will be identified within the permit language. Typical fines per violation are:
   1. Maximum of $25,000/day and $10/gallon over 1,000 gallons discharged
   2. Minimum mandatory penalties of $3,000 per violation

3.12 DOCUMENTATION

A. Contractor shall retain storm water monitoring and control and BMP records for a period of at least three years. Records shall be retained on-site while construction is ongoing. Documentation shall be well organized and shall contain the following items at a minimum:
   1. Document all housekeeping BMPs in the WPCP and REAP(s) in accordance with the nature and phase of the construction project.
   2. Printed copies of all likely precipitation event forecast of 50% or greater probability during all phases of construction.
   3. Copies of all storm water related inspection, sampling, observation, and annual reports.
   4. Records of any corrective actions and follow-up activities that resulted from analytical results, visual observations, or inspections.

3.13 ACCIDENTAL DISCOVERIES

A. Significant cultural resources are not known to exist at the project sites.

1. In the event than an archaeological resource is found during construction, all construction work within a 50-foot radius of the find shall be halted, and the Engineer notified.
2. A qualified archaeologist will be retained by the City to examine the find and a mitigation plan may be implemented.
3. Any resulting changes in the scope of work or time delays caused by the discovery of cultural resources shall be dealt with in conformance with these Contract Documents.

B. In the event that human remains are encountered during excavation or backfilling activities, there shall be no further disturbance until the County Coroner has made the necessary findings as to origin and disposition.
1. Notify the Engineer immediately upon the discovery of possible human remains.
2. Do not resume work until so directed in writing.
3. If the remains are determined to be of Native American descent, the provisions of Section A above will apply.

*****END OF SECTION*****

SECTION 02100
CLEARING AND DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes all work necessary to move or remove and legally dispose of all interfering or objectionable material from the project site, including but not necessarily limited to trees, tree branches, tree stumps, brush, shrubs, weeds, debris, roots, rocks, concrete rubble, concrete masonry units, pipe, brick pavers, concrete curbs and gutters, asphalt pavement, concrete structures and concrete slabs, but only as required.

B. Related Sections:
   1. Section 02200 – Excavation and Backfill.

1.02 REFERENCES

A. State of California Department of Transportation (Caltrans).

1.03 DEFINITIONS

A. Clearing: Clearing shall consist of cutting, removing, and disposing of trees, shrubs, brush, limbs, and other vegetative growth. Clearing shall also include the removal and disposal of trash piles, rubbish, and fencing, and the preservation of trees, shrubs, and vegetative growth which are not designated for removal.

B. Grubbing: Grubbing is the removal and disposal of wood or root matter below the ground surface remaining after clearing.

C. Stripping: Stripping refers to the removal and disposal of all organic sod, topsoil, grass, and grass roots; all evidence of surface improvements and other objectionable material remaining after clearing and grubbing.

D. Demolition: The removal of existing structures, portions of existing structures, equipment, utilities, concrete curbs, sidewalks, and driveways, pipelines, and other appurtenances.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EQUIPMENT

A. Equipment shall be suitable for the work to be done and shall be in good operating condition. Equipment operators and workmen are to be skilled in such operations and shall be competently supervised.

3.02 CLEARING, GRUBBING AND STRIPPING

A. Clearing and grubbing shall be in accordance with the provisions of Section 16 of the Caltrans Standard Specifications.

B. Clear, grub and strip areas to be excavated or surfaced.

3.03 DEMOLITION

A. Remove existing structures, portions of existing structures, and equipment called for on the plans and as directed by the Engineer.

B. Contractor shall not demolish existing facilities beyond the limits designated on the drawings unless specifically directed to do so by the Engineer.

3.04 PRESERVATION OF PROPERTY

A. The project area shall be cleared and grubbed **only** to the extent necessary to accommodate the work in conformance with the notes and details shown on the plans. Trees or growth shall not be trimmed back unnecessarily.

B. Contractor shall take extreme care not to damage shrubs, trees, fences, irrigation systems, and other improvements of adjacent property owners.

C. All existing improvements not specifically designated on the plans to be removed or relocated shall remain in their original condition and location undisturbed. However, upon written permission by the Owner, existing improvements may, for the convenience of the Contractor, and at his expense, be removed and temporarily relocated during construction and shall be replaced in their original location in as good or better condition as when the Contractor entered upon the work site.

3.05 DEMOLITION OF SURFACE IMPROVEMENTS

A. Removal of sidewalks, curbs and gutters, driveways, concrete slabs, pavement, pavement markings, and traffic striping if necessary, shall be in accordance with the provisions of Section 15-1.03B of the Caltrans Standard Specifications. Curbs, gutters, sidewalks, driveways, slabs, and pavement shall be removed by full depth saw cut to the nearest joint from the lines shown on the plans or as directed by the Engineer.

B. Where the plans indicate replacement of existing asphaltic pavement, the existing pavement shall be removed and disposed of off-site.

3.06 DEMOLITION OF UNDERGROUND PIPE

A. Demolition of underground pipe shall be only as shown on the Drawings or necessary as determined in the field by the Engineer.

3.07 REMOVAL OF DEBRIS

A. All demolished and cleared material shall become the property of the Contractor and shall be legally disposed of by the Contractor.

B. Removed concrete and asphalt concrete shall be legally disposed of off the right-of-way at a location provided by the Contractor. Demolished concrete shall not be buried in structure backfill areas.

*****END OF SECTION*****

SECTION 02200
EXCAVATION AND BACKFILL

PART 1 GENERAL

1.01 SUMMARY

A. Furnish all labor, materials, equipment, facilities, transportation, and services to complete all excavation, backfill, fill, grading and related work as shown on the plans and/or specified herein.

B. Section Includes:
1. Removal of excess and unsuitable material from the site.
2. Excavation of material to allow for the placement of underground structures, including any necessary shoring and bracing.
3. Backfilling of underground conduit, pipe, and structures.
4. Preparation of subgrade for concrete slab work and pavement.
5. Furnish and compact artificial fill.
6. Finish grading.
7. Shoring of excavations
8. Control of water (groundwater)
9. Hazardous materials

C. Related Sections:
1. Section 01354 - Hazardous Materials Conditions and Procedures
2. Section 02100 - Clearing and Demolition
3. Section 02318 - Trenching
4. Section 02742 - Asphaltic Concrete Paving
5. Section 02722 - Aggregate Base
6. Section 02772 - Concrete Curbs, Gutters, and Sidewalks

1.02 REFERENCES

A. Associated General Contractors (AGC):
1. Manual of Accident Prevention in Construction (Section 9).

B. American Society for Testing and Materials (ASTM):
1. C 131 - Test Method for Resistance to Degradation of Small-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
2. C 136 - Test Method for Sieve Analysis of Fine and Course Aggregates.
3. D 422 - Standard Test Method for Particle - Size Analysis of Soils.
4. D 1556 - Test Method for Density and Unit Weight of Soil in Place by the Sand Cone Method.
5. D 1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3 (2,700 kN-m/m).
6. D 2419 - Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
7. D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).

8. D 6938 - Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
9. D 4253 - Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
10. D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
11. D 6938 Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

C. Division of Industrial Safety (DIS).

D. Occupational Safety and Health Act (OSHA).

E. State of California Department of Transportation (Caltrans).

1.03 DEFINITIONS

A. Excavation: Work shall consist of excavation, storage, and any necessary removal of native soil material for structures, foundations, and pavement. Excavation may include the removal and disposal of existing on-site soil and bedrock (including cobbles and boulders), pavement, or concrete slab materials.

B. Fill: Material placed to backfill excavations.

C. On-Site Material: Material obtained from the project site.

D. In-Place Density of Compacted Backfill: Is the in-place density determined in accordance with ASTM D 1556, or with ASTM D 2922 and ASTM D 6938.

E. Maximum Dry Density: Is maximum dry density obtained in the laboratory when tested in accordance with ASTM D 1557 and ASTM D4253.

F. Optimum Moisture Content: Is the water content at the maximum dry density when tested in accordance with ASTM D 1557.

1.04 SUBMITTALS

A. Product Data: Submit material source, gradation, Plasticity Index, and other test data as required for all materials, including imported and on-site materials to be used as backfill.

B. Dewatering Plan: Submit dewatering plan including arrangement, location and depths of system components, size, type, and required permits.

PART 2 PRODUCTS

2.01 MATERIALS

A. General:
1. All fill material shall be free from sod, large lumps, boulders, rocks, roots, brush, or other objectionable material (as determined by the Engineer), and free of hazardous materials as defined by Section 25117 of the State Health and Safety Code.

B. Class 2 Aggregate Base (AB) shall conform to Section 02722 of these specifications.

C. CDF shall conform to specification Section 03300.

D. Bedding Material:
   1. Where shown on the plans bedding material shall be Class 1, Type a Permeable Material meeting the requirements identified herein.
   2. The percentage composition by weight of Class 1, Type A permeable material in place must comply with the gradation requirements shown in the following table:

Sieve Size	% Passing Sieve
¾"	100
½"	95-100
3/8"	70-100
No. 4	0-55
No. 8	0-10
No. 200	0-3

E. Native Backfill Material:
   1. Approved native backfill material shall only be used in unimproved areas in locations shown on the trench details on the Plans.
   2. Native backfill material shall not be placed prior to receiving approval from the City.
   3. Native material used for backfill should consist of soil and bedrock materials derived from on-site excavations meeting the project specifications and shall be used for backfill wherever the Plans do not specifically indicate a defined fill material.
   4. Native backfill material shall consist of clean soils with an organic content of 3 percent or less.
   5. Native backfill material shall have a Plasticity Index of 30 or less.
   6. Native backfill material shall not contain rocks or lumps larger than 6 inches in greatest dimension, with no more than 15 percent larger than 2½ inches
   7. All placed approved native backfill material shall have a soil moisture content of at least 2 percent over optimum moisture content as determined by ASTM Test Method D1557.
   8. All placed fill shall meet the minimum compaction requirement shown on the project Plans and in these specifications.
   9. All placed fill shall be firm and unyielding under the weight of the compaction equipment or other construction equipment regardless of moisture content and degree of compaction. Any fill that is pumping and/or rutting should be removed as directed by the engineer.
   10. Contractor shall proof roll the fill as directed by the City at no additional cost to the City.

F. Drain Rock:
   1. Drain rock shall match the requirements of the Crushed Rock Material as specified herein.

G. Crushed Rock:
   1. Crushed rock shall be clean and durable meeting the requirements of ASTM No. 57 stone with the following gradation:

Sieve Size	% Passing Sieve
1-1/2”	100
1”	95-100
½”	25-60
No. 4	0-10
No. 8	0-5

H. Geotextiles, Filter Fabrics, and Geogrid:
   1. Stabilization Fabric:
      a. Mirafi 140N
      b. Approved Equal

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions:
   1. The Contractor shall, prior to submitting his bid, visit all sites and become familiar with actual site and soil conditions. No allowance will be made by the City for any unfavorable conditions or events which should have been foreseen from a thorough examination of the contract documents, the site, and working conditions.

B. Verification of Prepared Subgrade prior to Constructing Improvements:
   1. The Contractor shall request the City to visually inspect and provide written confirmation of the suitability of prepared subgrade soils prior to the continuation of work.
      a. Work completed without such confirmation is at the Contractor’s risk and subject to removal at the direction of the City.
   2. Contractor shall protect excavation prior to and during the inspection.

C. Retaining walls and structures shall not be backfilled for at least 10 days after the last concrete and until concrete has attained 3000 psi minimum per Section 03100 - Concrete Forming and Accessories section 3.08E.

3.02 HAZARDOUS MATERIALS

A. See Section 01354.

3.03 OFF-HAUL TESTING

A. The Contractor shall remove and dispose of all excess excavated material to a suitable site. The proper and legal disposal shall be the responsibility of the Contractor.

B. Contractor shall include export and disposal of material in the cost of work to be performed. The Contractor shall include environmental analytical testing in the cost of the work to be performed.

C. Contractor shall maintain proper documentation, in accordance with applicable laws, to provide evidence of proper disposal of off-hauled materials.

3.04 PROTECTION

A. If existing live utilities are encountered, they are to be protected from damage and the proper authorities and affected utility companies notified.

B. Service shall not be interrupted except as directed or accepted; allow sufficient time for utility companies to arrange for continuation of services.

C. Record unmarked utility locations on record drawings and notify the Engineer.

D. Open excavations, trenches, and the like are to be protected with fences, barricades, covers, and railings as required.

E. Every precaution shall be taken to prevent spillage when hauling on or adjacent to any public street or highway. Any spillage shall be promptly removed.

F. Except where trees are shown to be removed, trees shall be protected from injury during construction operations. No tree roots over 2 inches in diameter shall be cut without written permission of the Engineer. Trees shall be supported during excavation by means previously reviewed by the Engineer and no construction work shall occur within the tree dripline unless authorized by the Engineer. See the tree preservation notes on the Plans.

3.05 SAFETY

A. The Contractor is solely responsible for excavation safety, including support to all adjacent improvements at all times.

B. Excavation shall be in accordance with the State of California Construction Safety Orders. The Contractor shall, in accordance with Section 6705 of the California Labor Code, submit a detailed drawing to the Engineer before excavation begins, showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during any excavation of five or more feet in depth

C. If the Contractor presents a drawing which varies from shoring system standards established by the Construction Safety Orders, the drawing shall be prepared and signed by a registered civil or structural engineer licensed by the State of California. Any Engineer's review of said drawings will in no way relieve the Contractor from responsibility and liability for the adequacy of shoring systems and excavations.

3.06 EXCAVATION SUPPORT AND PORTECTION

A. Shoring and support of the excavation shall be in conformance with specification section 02260.

3.07 CONTROL OF WATER

A. Water may be encountered within the Work at any time, and the presence of such water is likely to be continuous. Contractor shall control site water so that work may be done in the dry in a safe working environment according to relevant provisions of the Safety Orders.

B. Prior to the preparation of bedding or subgrade, the excavation shall be thoroughly dewatered by the use of sump pumps and dewatering equipment as necessary to safely convey water away from structural excavations to positive draining outlets.

C. All site water discharge shall be into a City's sewer system or at an approved facility.

D. The Contractor shall apply for and obtain a **discharge permit from the Silicon Valley Clean Water Treatment Plant** prior to discharging any water into the sanitary sewer system. Contractor shall adhere to all permit conditions including testing, filtering, discharge rates, fees, etc.

E. The Contractor shall notify the City two working days prior to discharging into the sewer system. The notice shall include the proposed discharge location, flow rate, and duration.

F. Contractor shall make adequate provisions for the removal of sediment from groundwater prior to discharge.

G. The Contractor shall prevent surface water (e.g. rainwater) and subsurface or groundwater from flowing into excavations and from flooding the project site and surrounding areas.

H. The Contractor shall remove all water which accumulates in all excavations during the progress of work so that all work can be done in the dry. Excavated areas shall be kept free from water while structures are constructed, while concrete is setting and until backfill has been placed to a sufficient height to anchor the work against possible floatation.

I. Contractor shall implement sufficient measures to limit the inflow of groundwater so that the maximum allowed dewatering pumping rate of 50 gpm is sufficient to keep excavated areas free from water.

J. Provide sufficient pumping capacity to maintain the groundwater level at least two feet below the lowest level of excavation or backfill at all times.

K. Provide sufficient pumping capacity to maintain the groundwater at or below the level assumed in the shoring design.

L. Sufficient pumping equipment for immediate use shall be on the project site at all times, including standby pumps for use in case other pumps become inoperable. Water shall be disposed of so as to cause no injury to public or private property, or to be a menace to the public health.

M. Dewatering devices shall be adequately filtered to prevent the removal of fines from the soil.

N. The Contractor shall be responsible for any damage to foundations or other parts of existing structures or of the new work, caused by the failure of any part of the Contractor's protective works.

O. Depending upon groundwater conditions and the degree of project completion,

underground structures are susceptible to floatation prior to backfill and anchorage. Contractor shall prevent the floatation or movement of structures during construction.

P. As recommended by the Engineer or City, the Contractor shall be prepared to backfill the trench with drain rock (3/4" crushed rock) encapsulated with filter fabric to control groundwater. All drain rock shall be compacted as specified herein.

Q. After dewatering is no longer necessary, all dewatering pumps and appurtenances shall be removed by the Contractor.

R. All costs associated with dewatering shall be included within the bid items for work that require dewatering. No additional compensation will be allowed.

3.08 PREPARATION OF SUBGRADE

A. Strip surface vegetation, weeds, and at least the top six inches from areas underlying surface structures and areas to be paved. Excavate soft, wet, or otherwise unsuitable base grade to firm, unyielding soil.

B. Where mud or other soft or unstable material is encountered as determined by the Engineer in the field, remove such material to a minimum of 12 inches. The bottom of the over-excavation should then be completely covered with geotextile and backfilled with drain rock. The stabilization fabric should be wrapped around the backfill to completely encapsulate the drain rock.

3.09 EXCAVATION

A. Contractor shall notify the Engineer of any site condition not reflected on the plans or in these specifications, such as conflict in grade, bad soil, or unexpected utility lines. The Engineer will observe the excavation bottom prior to placing permeable material and may recommend further excavation if soils are not suitable.

B. Strip surface vegetation, weeds, and at least the top six inches from areas underlying surface structures and areas to be paved. Excavate soft, wet, or otherwise unsuitable base grade to firm, unyielding soil.

C. Where mud or other soft or unstable material is encountered as determined by the Engineer in the field, remove such material a minimum of 12 inches. The bottom of the over-excavation should then be completely covered with geotextile and backfilled with drain rock/bedding material. The geotextile fabric should be wrapped around the backfill to completely encapsulate the drain rock as shown on the plans.

D. Excavation to the lines, grades, and dimensions shown on the plans. Excavations shall be made to such width outside the lines of the structure to be constructed as may be required for proper working methods, the erection of forms, and the protection of work. Any resulting over-excavation extending beyond the lines, grades, and dimensions shown on the plans shall be backfilled with material complying with these specifications at no additional cost to the District.

E. Care shall be taken to preserve foundation surfaces in an undisturbed condition, and excavation at or near property lines shall be performed in a manner that minimizes

disturbances to adjacent property. Any foundation surfaces disturbed without the Engineer's authorization shall be replaced at the Contractor's expense with material approved by the Engineer so that by test, the bearing capacity of the replacement material is equal to or better than the undisturbed foundation material.

F. Existing structures and completed work shall be adequately braced and cared for so that no damage will result.

G. Excavated material unsuitable for backfill or in excess of the amount required for backfill shall be disposed of by the Contractor off the site at his expense, and in accordance with "Greenbook", Subsection 300- 2.6.

3.10 BACKFILLING

A. All debris, form work, etc. shall be removed from the excavation prior to backfilling.

B. Pipe and conduits shall be supported during the placement and compaction of bedding and backfill.

C. Backfill with crushed rock encapsulated in geotextile fabric in areas where groundwater is encountered as recommended by the Engineer or City.

D. Contractor shall construct backwater cutoff plugs as indicated on the plans and as directed by the Engineer or City.

E. Fill materials shall be spread in level layers of appropriate thickness for the compaction equipment to be used and moisture content of the material and compacted as specified. Layers shall not exceed 8 inches in thickness after compaction.

F. Granular backfill shall be tamped mechanically or manually along the sides of pipes and structures to minimize voids in the material between the pipe or structure and excavation walls. No flooding or jetting shall be used to compact bedding or backfill materials.

G. Where the backfill material moisture content is too low to permit the specified degree of compaction, water shall be added before or during spreading until the proper moisture content is achieved. Jetting will not be permitted for compaction.

H. Where the backfill material moisture content is too high to permit the specified degree of compaction, the material shall be dried until the moisture content is satisfactory.

I. No fill shall be placed during conditions that will alter the moisture content of the fill material sufficiently to make adequate compaction impossible. After placing operations have been stopped due to adverse conditions, no additional fill material shall be placed until the last layer compacted has been checked and found to be compacted to the specified densities.

J. All ground surfaces shall be finished to uniform grades and slopes as indicated on the plans so that the ground drains properly and is free from depressions which may cause areas of standing water. Drainage shall be away from foundations and slabs. Clods are to be broken up and the surface of the ground shall be uniformly pulverized and graded

K. Crushed rock should be consolidated in place with light vibratory equipment. Rubber-tire equipment should not be allowed to operate on the exposed subgrade; the crushed rock should be stockpiled and pushed out over the stabilization fabric.

L. Excavations should be backfilled simultaneously with shoring removal to ensure that all voids are filled.

M. Placement of CDF as Structural Backfill: Where indicated on the Drawings, CDF shall be placed around structures as backfill evenly so that uneven loading of the structure does not occur as a result of the CDF placement. A minimum of two lifts shall be used in placing the CDF around structures. Where structures have pipes entering/exiting the structure, CDF shall be placed in accordance with placement of CDF for pipe installation locations.

N. Placement of CDF as Pipe Backfill: Where CDF is used as trench backfill within the pipe zone, it shall be placed into the trench around the pipe so that the CDF is placed evenly on both sides of the pipe to prevent uneven loading of the pipe. CDF shall not be placed directly onto the pipe. The maximum depth of the first lift of CDF shall not allow the pipe to move or float. Subsequent lifts of CDF shall be placed so that the pipe does not shift or float. CDF placed in trenches with steep slopes shall be placed in lifts to prevent flotation of the pipe, and the Contractor shall install approved anchor blocks as needed to secure the pipe in place during placement of the CDF. Use of anchor blocks or deadman concrete collars may be used by Contractor with written approval by the City.

O. Tests: Tests are to be made on each layer of fill to assure adequate compaction throughout the entire area. If the field densities are not satisfactory, the Contractor will be required to recompact each layer and/or work area as necessary to achieve the specified densities. Compaction testing will be performed in accordance with ASTM D1556, D1557, D2922, and D6938. Compaction testing will be performed and paid for by the City. See Section 02318-3.03 for additional compaction testing requirements.

3.11 COMPACTION

A. Unless otherwise indicated on the drawings, fill materials shall be compacted to relative compactions based on the ASTM D1557 maximum dry density as follows:

Pipe or Conduit Bedding	90%
Trench Backfill under Paved Areas	95%
Backfill under structures	95%
Trench Backfill under Non-Paved Areas	90%
All Other Backfill	90%

3.12 GRADING

A. Contractor shall grade the site as required to match improvements to existing contours.

B. All ground surfaces shall be finished to uniform grades and slopes as indicated on the plans so that the ground drains properly and is free from depressions which may cause areas of standing water. Drainage shall be away from foundations and slabs. Clods are to be broken up and the surface of the ground shall be uniformly pulverized and graded.

C. At the completion of grading work, the site shall be left in a clean and finished condition.

*****END OF SECTION*****

SECTION 02260
EXCAVATION SUPPORT AND PROTECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Requirements for designing, furnishing, and installing, maintaining, and removing excavation support and protection.

B. Related Sections:
   1. Section 02200 – Excavation and Backfill
   2. Section 02318 – Trenching.

1.02 REFERENCES

A. American Institute of Steel Construction, Inc. (AISC):
   1. Manual of Steel Construction Allowable Stress Design.

B. American Society of Civil Engineers:
   1. Guidelines of Engineering Practice for Braced and Tied-Back Excavations.

C. California Code of Regulations (CCR):
   1. Title 8 - Construction Safety Orders.

D. California Labor Code Sections 6705 to 6707 (CLC).

E. Department of the Navy Naval Facilities Engineering Command (NAVFAC):
   1. NAVFAC Design Manual 7.2 - Foundations and Earth Structures.
   2. NAVFAC Design Manual 7.3 - Soil Dynamics Deep Stabilization and Special Geotechnical Construction.

F. California Building Code (CBC).

G. State of California Department of Transportation (Caltrans):
   1. Caltrans California Trenching and Shoring Manual.

H. United States Steel Corporation (USS):
   1. USS Steel Sheet Piling Design Manual.

1.03 DEFINITIONS

A. General Engineering Design Practice: General engineering design practice in area of the Project, performed in accordance with recent engineering literature on subject of shoring and stability of excavations.

B. Shoring: A temporary structural system designed to support vertical faces, or nearly vertical faces, of soil or rock for purposes of excavation. Shoring includes internally braced sheet piling, slurry walls, soldier piles and lagging, and other similar shoring systems. Sloping of the soil is not shoring.

1.04 CONTRACTOR'S RESPONSIBILITIES

A. Contractor assumes full and complete responsibility for excavation support and protection, including shoring design and installation.

B. The review of Contractor's shoring system design, submittals, and/or installations by the Engineer does not relieve Contractor of his responsibility for excavation safety. This requirement shall apply continuously and is not limited to normal working hours.

C. Contractor's reliance upon documents furnished by City does not provide relief from these requirements.

1.05 SYSTEM DESCRIPTION

A. Where General Engineering Design Practice is specified, provide drawings and signed calculations and have design performed by civil or structural engineer registered in California.
   1. Provide design calculations that clearly disclose assumptions made, criteria followed, and stress values used for the materials being used.
   2. Furnish references acceptable to Engineer substantiating appropriateness of design assumptions, criteria, and stress values.

B. Design Requirements:
   1. General:
      a. Design means for safe and stable excavations in accordance with general engineering design practice.
         1) The preceding requirement shall not apply to trench excavation support conforming to standards set forth in CCR Title 8 - Construction Safety Orders.
      b. Design steel members in accordance with the Uniform Building Code and the AISC Manual of Steel Design.
      c. Design shall meet the requirements of Caltrans Trenching and Shoring manual.
      d. Design shoring involving materials other than steel in accordance with Uniform Building Code.
      e. When electing to design with material stresses for temporary construction higher than allowable stresses prescribed in the Manual of Steel Construction and the Uniform Building Code, increase in such stresses shall not exceed 10 percent of value of prescribed stresses.
      f. Minimum safety factor used for design shall not be less than 1.5.
      g. The maximum height of cantilever shoring above the bottom of excavation shall not exceed 15 feet. Use braced shoring when the height of shoring above the bottom of excavation exceeds 15 feet.
      h. The location of the point of fixity for shoring shall not be less than half the calculated minimum embedment depth below the bottom of the excavation.
      i. Generally acceptable references for the design of shoring and excavations are as follows:
         1) Caltrans California Trenching and Shoring Manual.
         2) NAVFAC Design Manual 7.2 - Foundations and Earth Design.
         3) NAVFAC Design Manual 7.3 - Soil Dynamics Deep Stabilization and Special Geotechnical Construction.
         4) USS Steel Sheet Piling Design Manual.

5) Guidelines of Engineering Practice for Braced and Tied-Back Excavations published by American Society of Civil Engineers.

j. Shoring design shall be performed by a Civil or Structural Engineer licensed to practice in California. Include costs for this shoring design in the bid.

C. Performance Requirements:

1. General:
   a. Support faces of excavations and protect structures and improvements in vicinity of excavations from damage and loss of function due to settlement or movement of soils, alterations in ground water level caused by such excavations, vibration associated with installation and removal of excavation support structures, and related operations.
   b. Herein Specified Provisions:
      1) Complement, but do not substitute or diminish, obligations of Contractor for the furnishing of a safe place of work pursuant to provisions of the Occupational Safety and Health Act of 1970 and its subsequent amendments and regulations and for protection of the Work, structures, and other improvements.
      2) Represent minimum requirement for:
         a) Number and types of means needed to maintain soil stability.
         b) Strength of such required means.
         c) Methods and frequency of maintenance and observation of means used for maintaining soil stability.
2. Provide safe and stable excavations by means of sheeting, shoring, bracing, sloping, and other means, and procedures, such as draining and recharging groundwater and routing and disposing of surface runoff, required to maintain the stability of soils and rock.
3. Provide support for trench excavations for protection of workers from hazard of caving ground.
4. Provide Shoring:
   a. Where, as result of excavation work and analysis performed pursuant to general engineering design practice, as defined in this Section:
      1) Excavated face or surrounding soil mass may be subject to slides, caving, or other types of failures.
      2) Stability and integrity of structures and other improvements may be compromised by settlement or movement of soils, or changes in soil load on structures and other improvements.
   b. For trenches 5 feet and deeper.
   c. For trenches less than 5 feet in depth, when there is a potential for cave-in.
   d. Where indicated on the Drawings.
5. For safe and stable excavations, use appropriate design and procedures for construction and maintenance to minimize settlement of supported ground and to prevent damage to structures and other improvements, including:
   a. Using stiff support systems.
   b. Following appropriate construction sequence.
   c. Preventing soil loss through or under support system.
      1) Provide support system that is tight enough to prevent loss of soil and extend deep enough to prevent heave or flow of soils from supported soil mass into the excavation.
   d. Providing surface runoff routing and discharge away from excavations.
   e. Where dewatering is necessary, recharge groundwater as necessary to prevent settlement in area surrounding excavation.

f. Where sheet piling is used, use interlocking type sheets including interlocking corners. The sheet piles shall be continuous and driven in interlock. If the bottom of the excavation is located below the water table, use "thumb and finger" type interlock.
g. Not applying shoring loads to existing structures and other improvements.
h. Not changing existing soil loading on existing structures and other improvements.
i. Provide welded steel packing between soil retaining members such as sheet piles and wales and similar members when the gap exceeds 1/2 inch before the wales are loaded.

6. Do not use cantilever sheet pile shoring. When sheet piling is used, provide a braced system with a minimum of 2 levels of wales and braces. Locate top level of wales and bracing within 5 feet of the top of the sheets.
7. Use template for driving sheet piles to minimize need for pulling and redriving sheet piles in the attempt to drive them plumb in areas where bay mud is present.

1.06 SUBMITTALS

A. Shop Drawings and Calculations:
1. In accordance with requirements in California Labor Code for trench excavations 5 feet or more in depth and for trenches less than 5 feet in depth when there is potential for cave-in. Submit in advance of excavation work, detailed drawings showing means for safe and stable excavations.
a. Where such drawings vary from excavation support standards set forth in California Code of Regulations Title 8 - Construction Safety Orders, submit design calculations pursuant to general engineering design practice.
b. Provide means for safe and stable excavations that are not less effective than required in CCR Title 8 - Construction Safety Orders.
2. For excavations other than trenches, submit, in advance of excavation work, design calculations as performed pursuant to general engineering design practice, as specified in this Section, and detail drawing showing means for safe and stable excavations. In design calculations and detail drawing, cover, as a minimum:
a. Excavations adjacent to structures and other improvements, and
b. Excavations 5 feet or more in depth, or less than 5 feet in depth when there is potential for cave-in, at other locations.
3. Submit Following:
a. Provide calculations for the different load, support, and other conditions that occur during the sequence of installation of shoring, construction of facilities protected by the shoring, and sequence of removal of shoring.
b. Provide sketches showing the condition at various stages of installation and removal of shoring.
c. Show structures, pipelines, and other improvements located near the shoring, and the shoring on a plan.
d. When utilities penetrate the shoring, submit an elevation of all sides of the shoring showing the locations of the penetrations. Submit details on ground support and sealing around utility penetrations.

B. Detailed Sequence of Installation and Removal of Shoring:
1. Consider effects of ground settlement in the sequence of installation and removal of shoring.
2. Provide sketches showing the conditions at various stages in the sequence of installation and removal of shoring.

3. Clay and silt may stick to sheet piles when sheet piles are removed.
4. Backfilling of excavations shall occur simultaneously with shoring removal. Backfilling of the excavation with shoring measures in-place will not be acceptable.

C. Submit submittals for stability of excavations as a complete package and include all items required in this section. Incomplete submittals will not be reviewed and will be returned for resubmittal as a complete package. Complete submittal shall include all necessary information regarding the dewatering system as specified in Section 02300.

1.07 SEQUENCING AND SCHEDULING

A. Do not begin work on excavations, trenches, and means for providing stability of excavation and trenches until submittals have been accepted by Engineer and until materials necessary for installation are on site.

B. Submit submittals a minimum of 30 days prior to the scheduled date to begin excavation work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 INSTALLATION AND REMOVAL

A. Install means for providing safe and stable excavations as indicated in the submittals section above.

B. Except for concrete encased soldier piles, slurry walls, and similar shoring systems, remove shoring by completion of the Work. Select shoring system and method of removal, which will minimize soil that sticks to shoring from creating large voids and causing settlement. To prevent settlement caused by pulling shoring, fill voids with sand, pea gravel, or pressure injected grout. The methods used shall prevent settlement. Pressure preservative treated wood lagging may be left in place when acceptable to the Engineer.

C. Backfilling of excavations shall occur simultaneously with shoring removal. Backfilling of the excavation with shoring measures in-place will not be acceptable.

3.02 MAINTENANCE

A. Where loss of soil occurs, plug gap in shoring and replace lost soil with fill material acceptable to Engineer.

B. Where measurements and observations indicate possibility of failure or excessive movement of excavation support, determined in accordance with general engineering design practice, take appropriate action immediately.

*****END OF SECTION*****

SECTION 02318
TRENCHING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Trench excavation, fine grading, pipe bedding, backfilling, compaction, tracer wire, and warning tape for the construction of new pipe.

B. Related Sections:
   1. Section 02200 – Excavation and Backfill
   2. Section 02700 – PVC Pipe and Fittings
   3. Section 02710 – HDPE Pipe and Fittings

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. C 131 - Test Method for Resistance to Degradation of Small-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
   2. C 136 - Test Method for Sieve Analysis of Fine and Course Aggregates.
   3. D 1556 - Test Method for Density and Unit Weight of Soil in Place by the Sand Cone Method.
   4. D 1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.lbf/ft^3 (2,700 kN.m/m^3)).
   5. D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
   6. D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.03 SUBMITTALS

A. Products Data: For all proposed bedding and backfill materials.
   1. Material source.
   2. Gradation.
   3. Testing data and testing laboratory qualifications including lab certification.

PART 2 PRODUCTS

2.01 MATERIALS

A. General:
   1. Materials derived from processing demolished or removed asphalt concrete are not acceptable.

B. Geotextile Filter Fabric: As specified in Section 02200.

C. Bedding: As specified in Section 02200 and as shown on the plans.

D. Backfill: Backfill as specified in Section 02200 and as shown on the plans.

E. Warning Tape:

1. Warning Tape for Sewer Mains: Shall be metallic foil bonded to plastic film 2-inches or greater wide. The warning tape shall identify the appropriate utility with letter such as “Caution Sewer Main Buried Below” with 3/4-inch tall minimum lettering and colored per the appropriate AWWA utility color designation.

PART 3 EXECUTION

3.01 PREPARATION

A. General:
1. Trench Condition:
   a. Install pipe and materials as specified herein and detailed on the Plans.
2. Embankment Condition:
   a. Exists where width of pipe trench exceeds limits specified herein.
   b. Before laying pipes in fill, place fill and compact it to not less than 2 feet above top of pipe or conduit.
   c. After placing and compacting fill, excavate through fill and fine grade as required in this Section.

3.02 INSTALLATION

A. Trench Excavation:
1. General Requirements:
   a. Trench Widths: As shown on the plans
   b. For Manholes, inlets, or Other Accessories:
      1) Provide excavations sufficient to leave at least 12 inches clear between their outer surfaces and embankment or shoring which may be used to hold banks and protect them.
      2) Do not backfill with earth under manholes, vaults, tanks, or valves.
      3) Fill any unauthorized excess excavation below elevation indicated on the Plans for foundation of any structure with foundation material at no additional cost. Backfill material may be substituted for foundation material in areas where foundation material is not required and when approved by the Engineer.
      4) Backfilling of Manhole Excavation: Conform to backfilling requirements as specified for trenches in this Section.

B. Pipe Bedding:
1. Bedding material shall be as scheduled herein unless otherwise specified.
2. General:
   a. Over excavate bottom of trench as shown on the plans.
   b. Place bedding material at uniform density.
3. Bell or Coupling Holes:
   a. Dig holes after trench fine grading has been placed.

b. Provide holes of sufficient width to provide ample room for grouting, banding, or welding.
c. Excavate holes only as necessary in making joints and to ensure that pipe rests upon prepared trench bottom and not supported by any portion of the joint.

4. Depressions for Joints, Other than Bell-and-spigot:
   a. Make in accordance with recommendations of joint manufacturer for particular joint used.
5. After Pipe Laid:
   a. Place bedding material under, around, and above pipe in maximum 6-inch lifts and compact to the maximum density identified on the plans and in Section 02200.
6. Pipe Displacement:
   a. Take necessary precautions in placement and compaction of bedding material to prevent displacement of piping.
   b. In event there is movement or floating, re-excavate, re-lay, and backfill the pipe.
7. Consolidation:
   a. Bedding shall be mechanically compacted at optimum moisture content or above according to ASTM D1557 with non-vibratory compaction equipment. Water settling methods such as flooding, and jetting are prohibited.

C. Trench Backfill:
1. Backfill material shall be as scheduled herein unless otherwise specified.
2. See Section 02200 for CDF backfill placement requirements.
3. Place and compact backfill in accordance with following requirements:
   a. From top of pipe zone backfill to natural surface level. Match finish grade as indicated on the plans.
   b. Backfill trench from top of pipe zone backfill to finish grade with backfill material compacted to maximum density specified in Section 02200 and as shown on the plans.
   c. Existing Conditions: Where existing underground pipes or conduits larger than 3 inches in diameter cross trenches above new work:
      1) Refer to drawings where there is less than 12 inches of clearance.
      2) Where there is more than 12 inches of clearance:
         a) Backfill from bottom of intersecting trench to spring line of intersecting pipe or conduit with backfill material compacted to 95 percent of maximum density when tested in accordance with ASTM D 1556 or ASTM D 2922.
         b) Provide Controlled Density Fill (CDF) as specified herein, below existing pipe or conduit where backfill cannot be placed and compacted as specified. CDF shall have a minimum thickness of 12 inches beneath the existing pipe or conduit and shall extend up to the springline of the pipe or conduit. CDF shall extend a minimum of 12 inches beyond the outside of the pipe or conduit in either direction and as a minimum shall extend to the edge of the trench crossing the pipe or conduit.
         c) Extend backfill material 2 feet on either side of intersecting pipe or conduit to ensure that material remains in place while other backfill is placed.

d. Backfill shall be mechanically compacted at optimum moisture content or above according to ASTM D1557 with non-vibratory equipment weighing no more than 12 tons static weight. All backfill shall be placed in maximum 8-inch lifts. Water settling methods such as flooding, and pooling or jetting are prohibited.

D. Warning Tape
   1. Place warning tape above the pipe as indicated on the Drawings.

E. Excess Material:
   1. Remove excess excavated material from the project site and dispose of legally off-site.

3.03 FIELD QUALITY CONTROL

A. Tests: Compaction testing will be performed by the City or the City's consultant.
   1. Initial Compaction Demonstration:
      a. Adequacy of Compaction Equipment and Procedures: Demonstrate adequacy of compaction equipment and procedures before exceeding any of following amounts of earthwork quantities:
         1) 50 linear feet of trench backfill.
         2) 50 cubic yards of structural backfill.
         3) 100 cubic yards of embankment work.
         4) 50 cubic yards of base material.
      b. Compaction Sequence Requirements: Until specified degree of compaction on previously specified amounts of earthwork is achieved, do not perform additional earthwork of the same kind.
      c. After satisfactory conclusion of initial compaction demonstration and at any time during construction, provide confirmation tests as directed by the Engineer.
   2. Confirmation Tests:
      a. The Contractor shall accomplish specified compaction of trench backfill.
      b. Confirmation Test submittals are not required.
      c. Coordination with Engineer during Testing: Remove overburden above level at which the Engineer wishes to test and backfill and recompact excavation after testing is completed.
   3. If compaction fails to meet specified requirements, perform remedial work by one of the following methods:
      a. Remove and replace backfill at proper density.
      b. Bring density to specified level by means acceptable to the Engineer.
      c. Retesting:
         1) Costs of Retesting: Costs of any retesting required to confirm and verify that remedial work has brought compaction within specified requirements shall be borne by the CONTRACTOR.
         2) CONTRACTOR is responsible for compliance testing of remedial work.
         3) Confirmation Tests during performance of remedial work will be performed as follows:
            a) Tests will be performed in a manner acceptable to the Engineer.
            b) Frequency: Double amount specified for initial compaction tests.

*****END OF SECTION*****

SECTION 02345
PIPE BURSTING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Installation of high density polyethylene pipe (HDPE) pipe by pipe bursting.

B. The Contractor shall provide all materials, labor, equipment, and services necessary for bypass pumping and/or diversion of sewage flows, installation of the pipe, reconnection of lateral sewers, and CCTV inspection and testing of the completed pipe system.

C. Contractor shall note that several pipe bursting locations are within easements that have limited access. See Section 01120.

D. Related Sections:
1. Section 01120 – Work Constraints
2. Section 02200 – Excavation and Backfill
3. Section 02531 – Sewer Laterals
4. Section 02710 – HDPE Pipe
5. Section 02760 – Closed Circuit Television (CCTV) Inspection
6. Section 02770 – Sanitary Sewer Testing

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
1. C 131 - Test Method for Resistance to Degradation of Small-Size Course Aggregate by Abrasion and Impact in the Los Angeles Machine.
2. C 136 - Test Method for Sieve Analysis of Fine and Course Aggregates.
3. D 1556 - Test Method for Density and Unit Weight of Soil in Place by the Sand Cone Method.
4. D 1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft.lbf/ft^3 (2,700 kN.m/m^3)).
5. D 2922 - Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
6. D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

1.03 SUBMITTALS

A. Pipe Bursting Contractor's Qualifications shall be submitted with the Contractor's bid. All pipe bursting products and installers are subject to approval based on the criteria listed in the invitation for bids and specified herein. **Failure to submit the minimum experience qualifications with the bid will render the bid non responsive.**

B. The Contractor shall submit catalog cuts, specifications, dimensioned drawings, the proposed diameters of bursting head and expander to be used for each pipe size,

manufacturer's recommendation for installation, installation details and sketches, and other pertinent information for the pipe installation work. All materials provided shall be fully in accordance with the requirements of the reference specifications specified herein.

C. The Contractor shall submit written description of the construction procedure, sequence to bypass sewage flow, install pipe, and reconnect lateral sewers.

D. The Contractor shall submit Pre- and Post-CCTV Inspection videos of the sewer main in conformance with Section 02760.

1.04 QUALITY ASSURANCE

A. Fusion joining and other procedures necessary for correct assembly of the pipe shall be done only by personnel trained in those skills and have three years of experience in fusion joining, to the satisfaction of the City or its appointed Representative and the pipe manufacturer/supplier.

B. Only those tools designed for the aforementioned procedures, and approved by the pipe manufacturer or supplier and the City, shall be used for assembly of pipe fittings to ensure proper installation. The heater plate shall be equipped with suitable means to measure the temperature of plate surfaces and to assure uniform heating such as thermometers or pyrometers.

C. The Contractor and/or Subcontractor performing the pipe bursting work, if applicable, shall provide to the City a warranty to be in force and effect for a period of one (1) year from the date of final project acceptance by the City. The warranty shall require the Contractor and/or Subcontractor to repair or replace the pipe should leakage, separation, collapse or other failure result from faulty materials or installation as determined by the City.

D. The Contractor shall video the installed pipe after existing services have been reconnected and manhole work has been completed. The television inspection video shall be provided to the City for approval.

E. Each fusion connection shall be recorded and logged by an electronic monitoring device (data logger) connected to the fusion machine. The fusion data logging report shall be generated by software developed specifically for the fusion of fusible pipe type. Data not logged by the data logger shall be logged manually and be included in the Fusion Technician's joint report. The fusion data logging reports shall be submitted to the City.

1.05 DELIVERY, STORAGE, AND HANDLING

A. The Contractor shall exercise special care during the unloading, handling, and storage of all pipe to ensure that the pipe is not cut, gouged, scored or otherwise damaged. Any pipe segment which has cuts in the pipe wall exceeding 10 percent of the wall thickness shall be cut out and removed from the site at the Contractor's cost. The pipe shall be stored so that it is not deformed axially or circumferentially.

B. Pipe without an ultraviolet inhibitor shall not be stored unprotected from the elements.

PART 2 PRODUCTS

2.01 MATERIALS

A. Piping used for bursting shall be HDPE in accordance with Section 02710.

B. Joints: Pipe shall be joined by butt fusion welding as specified in Section 02710. The interior joints shall be de-beaded.

2.02 LATERAL RECONNECTIONS

A. Contractor shall locate and expose all active laterals prior to bursting sewer main. Reconnection to sewer main shall be immediately following bursting of the sewer main. Permanent sewer main connection shall be made after sufficient relaxation period.

B. Reconnections to abandoned or capped laterals shall not be made.

C. Lateral connections to the main shall be installed with wyes whenever possible.

D. Lateral connection to the main shall not protrude into the main.

E. Lateral reconnections shall be connected by use of electrofusion wye saddles. Electrofusion wye saddles shall be one of the following:
   1. Central Plastics
   2. Industrial Pipe Fittings - Plasson
   3. Or Approved Equal

PART 3 EXECUTION

3.01 GENERAL

A. Installation guidelines from the pipe supplier shall be followed for all installation.

B. The Contractor shall inspect each pipe and fitting prior to butt-fusion welding and again prior to installation. Any damaged pipe or fittings shall be replaced by the Contractor.

3.02 PREPARATION

A. CCTV Video: Contractor shall clean and inspect sewer prior to bursting to identify laterals and determine whether there are any issues in the main that may preclude a successful bursting operation.

B. Utilities:
   1. Contractor shall locate all nearby utilities.
   2. Where water main is within five (5) feet of sewer main, contractor shall expose water main while bursting.
   3. Contactor shall expose all other utilities within 30-inches of sewer main while bursting.
   4. When required by Section 01120-1.13, water main shall be shut down prior to bursting.

C. Where building foundations, retaining wall foundations or other structures are located within 5-feet of the sewer main to be pipe burst, contractor shall expose the sewer main while bursting.

D. The locations for the insertion/receiving pits are to be determined by the Contractor and approved by the City. In considering locations for insertion/receiving pits, the Contractor shall consider the size of the existing sewer and new pipe, locations of obstructions and services, locations of manholes, pulling distances, traffic conditions, bending radius, and locations of utilities. Insertion pits shall have a maximum slope of 2.5:1 entry slope and shall be shaped to permit as long a radius in the new pipe as feasible.

E. The Contractor shall mark and review the proposed insertion/receiving pit locations with the City and Mid-Peninsula water District prior to construction. Where pits will be within 10-feet of the water main, mark these locations 1-week prior to construction to allow sufficient time for Mid-Peninsula to review the location in the field.

F. If existing manholes are destroyed or damaged while constructing the insertion/receiving pits, they shall be reconstructed and/or repaired at no cost to the City.

G. The Contractor shall physically disconnect all laterals from the existing main prior to pipe bursting.

3.03 INSTALLATION

A. The pipe shall be installed in a manner so the pipe curve radius is never less than the pipe manufacturer's recommended minimum bending radius.

B. The Contractor shall install the pipe by utilizing static or pneumatic bursting methods. The void created by the bursting device shall be sufficient in size to accommodate the pipe which shall be installed immediately after the void has been formed.

C. Where pipe is installed by pulling in tension, the recommended Safe Pulling Force, according to the pipe supplier, shall not be exceeded.

D. The Contractor may utilize existing manholes where practical. Manhole inverts and bottoms shall be removed to permit access for installation equipment and the larger proposed pipe. Structural damage to manholes during pulling operations shall be repaired by Contractor at no extra cost to the City.

E. The Contractor shall anchor the pipe to concrete structures or manholes after the pipe has been installed along the length of sewer replaced. The Contractor shall use a water stop or flange adapter, as supplied by the pipe manufacturer that is firmly seated perpendicular to the pipe axis, around the pipe exterior and cast into the structure base or near the structure wall center. The structure or manhole connection shall be made after adequate time has been allowed for the pipe to relax from the applied tension forces.

F. Backfill excavations in accordance with Section 02200. Backfill material shall be per the trench details on the Plans and Section 02200.

G. The contractor shall modify the manhole troughs and benches as detailed on the Plans.

H. All joints shall be de-beaded along the interior of the pipe.

3.04 PIPE RELAXATION

A. The Contractor shall allow the pipe to return to its original length and shape in the unstressed state prior to trimming the excess pipe in the manholes. The pipe manufacturer's recommendations shall be followed regarding the relief and normalization of stress and strain due to temporary stretching or elongation after pulling operations are completed. Contractor shall consider temperature and pulling time required when calculating required time for stress and strain relief. Time allowed for stress and strain relief shall be not less than 24 hours without a specific recommendation otherwise from the pipe manufacturer.

B. The Contractor shall allow a minimum of four (4) hours to elapse after pipe bursting mainlines prior to connecting permanent lateral connections to the new main, in order to allow the pipe to relax from the applied tension forces. The Contractor shall provide temporary lateral connections and or bypassing as required to prevent overflows from laterals.

3.05 PIPE TESTING

A. Pipe testing shall be done in conformance with Section 02770.

B. Post-CCTV Inspection videos of the sewer main in conformance with Section 02760.

*****END OF SECTION*****

SECTION 02441
HORIZONTAL DIRECTIONAL DRILLING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. The work of this Section includes all labor, materials, construction equipment, and appliances required to perform all HDPE pipe installations using HDD methods at locations shown on the Drawings.
2. The HDD scope shall include, but not be limited to: providing directional drilling equipment; mixing, pumping, and disposal of drilling fluid; constructing entry and exit pits; supplying pumps, hoses, and other equipment; groundwater storage, treatment, and disposal; sheeting and shoring of excavations; protection of existing utilities; providing bore stability at entry, miscellaneous appurtenances to complete the entire Work as shown on the Contract Drawings, site grading and restoration work at the entry and exit side work areas as necessary to accomplish the work. HDD operations shall be performed within the Limits of Work shown on the Drawings.

1.2 REFERENCES

A. Related Sections

1. Section 02710 – High Density Polyethylene (HDPE) Pipe and Fittings

B. Definitions:

1. Annular Space: The space between the final reamed bore and the final product pipe.
2. Bent Sub: A section of drill pipe behind the cutting tools that is inclined at an angle, typically one to three degrees, from the axis of the main drill string. The bent sub allows steering while using rotating cutting tools such as a mud motor.
3. Conductor Casing: A steel casing pipe installed at the entry and/or exit locations of the borehole to stabilize the borehole. The conductor casing reduces the risk of collapse of the borehole during HDD operations, allowing drilling fluid circulation in soils prone to swelling or collapse. The casing also reduces the risk of hydraulic fracturing of the soil and creating a seepage path to the surface, until sufficient ground cover can be obtained to reduce the risk of inadvertent drilling fluid returns.
4. Drilling Fluid/Mud: A mixture of water, bentonite, and/or polymers continuously pumped to the drilling tools to facilitate the removal of soil cuttings, and stabilization of the bore. These fluids also cool the cutting tools and lubricate the drill pipe and product pipe string.
5. Drilling Tool/Bit: Any tool or system of tools which excavates at the face of a bore.
6. Horizontal Directional Drilling (HDD): A surface-launched, guided, steerable drilling method used for the trenchless installation of pipes, conduits, and cables. A pilot bore path is excavated in a shallow arc from a surface-launched drill rig. Excavation takes place with fluid assisted cutting from a drilling tool on the drill string. The pilot bore is directed by the positioning of a bent sub or slanted face cutting bit. Tracking of the drill

string is achieved by using a walkover guidance system or a downhole wireline survey tool, which may be augmented by using an energized wire grid at the surface, or a gyroscope system. The bore is filled with drilling mud/fluid for stabilization, to cool the cutting tools, and to mix the cuttings into a slurry, which is circulated to the entry point where solids are removed before the drilling fluids are returned to the bore. The bore path is enlarged with subsequent reaming passes until the desired diameter is achieved. The product pipe, conduit, or cable is then pulled into the fluid-stabilized bore hole.

7. Pilot Bore: The action of creating the first guided pass of the HDD process which is then reamed in one or more passes to the size required to allow pullback of the pipe or casing.
8. Pullback: That part of a horizontal directional drilling process in which the drill pipe, swivel, and product pipe or cable is pulled back through the bore to the entry.
9. Pullback Loads: The loads (forces) applied to a drill string and product pipe during the pullback process. In addition to the tensile pullback loads, bending, buckling, and combination stresses must be considered in design.
10. Obstruction: Any hard object lying completely or partially within the design pathway of the bore and pipeline that prevents further advancement of the drill pipe, pre-reamer, reamer, and/or pipe, after all reasonable Contractor attempts to advance past the object or re-drill around the object have failed.
11. Settlement Point: A point with elevation and spatial location established by survey prior to construction. The point is re-surveyed periodically to monitor ground movements. The point may be a nail, pin, subsurface settlement rod, borehole extensometer, or other device that can be readily located and surveyed.
12. Work Plan: Written descriptions, together with sketches, drawings, schedules, and other documents defining Contractor's plans and procedures for horizontal directional drilling.

A. Reference Standards:

1. HDD Good Practices	Horizontal Directional Drilling (HDD) Good Practices Guidelines, North American Society for Trenchless Technology (NASTT), 4th Edition, 2017

1.3 ADMINISTRATIVE REQUIREMENTS

A. Advance Notice and Inspections:

1. The Contractor shall provide at least 72 hours advance written notice to the Engineer of the planned inception of major drilling activities, including pilot bore launch, pre-reaming, reaming, and pipe pullback.
2. The Contractor shall immediately notify the Engineer, in writing, when any significant problems are encountered or if ground conditions are considered by the Contractor to be materially and significantly different than those represented within the Contract Documents.
3. All work by the Contractor shall be performed in the presence of the Engineer, unless Engineer grants prior written approval to perform such work in Engineer's absence.

1.4 SUBMITTALS

A. Equipment and Materials:

1. The Contractor shall submit detailed descriptions of all equipment and materials to be used for the HDD installation. Equipment and material submittals shall include the directional drill rig, drill rig anchoring system, the drilling fluid mixing/recycling system, drill bits, mud motors, reamers or hole openers, pipe rollers, hoisting and positioning equipment for pullback, drilling fluid and additives, pipe pull head, and pipe pulling swivel. Descriptions of equipment shall include manufacturers' specifications, calibrations, appropriate drawings, photographs, and descriptions of any modifications since manufacture. Descriptions of drilling fluid additives shall be accompanied by Safety Data Sheets (SDS) and manufacturers' descriptions and warranties.
2. Rig Capacity: The Contractor shall submit details on the capacity of the drill rig verifying that the pullback capacity is sufficient to complete the installation.
3. Pump Capacity: The Contractor shall submit details on the capacity of the mud pumping system, and shall verify that the pump capacity is adequate to supply the required flow rate and pressures for the Contractor's anticipated drilling fluid properties and anticipated drilling rates.

B. Work Plan:

1. Horizontal Directional Drilling Work Plan: Submit an HDD Work Plan complete with drawings and written description identifying details of the proposed method of construction and the sequence of operations to be performed during construction. The work plan shall discuss the protection of existing utilities, solids control plant, pilot hole drilling procedure, facilities for containment and storage of all drilling fluids and groundwater inflows through the bore, the reaming operation, the pullback procedure including pipe support, hoisting and ballasting, and abandonment of excess bore length. The HDD Work Plan shall explicitly address and satisfy all permit requirements. In addition, the Work Plan shall include:
    a. A detailed plan and profile drawing of the bore geometry showing entry and exit angles, bend radii, and stations of beginning and ends of curves. All drawings shall be legible with dimensions accurately shown and clearly marked in English.
    b. Plans for excavation and shoring of the pipe entry pit.
    c. Plans for bore stabilization at entry (i.e. conductor casing or ground improvement). Provide details of length/zone of bore stabilization, and include details such as casing thickness/diameter/shoe dimensions, and installation method.
    d. Equipment Layout: The Contractor shall submit sketches depicting the layout and locations of equipment within the rig side work area and pipe layout area, including proposed drilling fluid containment and recirculation tanks and traffic control. The Contractor shall confirm that all operations shall be completely contained within the Limits of Work shown on the Drawings.
    e. Details and methods related to bending and supporting the pipe through the required tight bend radius through the pipe layout area during pullback. Provide details and calculations as necessary to demonstrate that the pipe can be safely supported and restrained without excessive stresses on the pipe. Include verification that bend radii (vertical, horizontal, and compound) do not exceed safe bend radius of product pipe.

f. Provide descriptions and details regarding the layout and fabrication of carrier pipe within the allowable work area, showing traffic control and measures to protect pipe from traffic.
g. Provide manufacturer's recommended minimum relaxation time after pullback before tie-ins to other portions of the work.
h. Provide details on measures to be taken to locate, monitor, and protect adjacent utilities, structures, and roadways, specifically the 72-inch storm drain adjacent to the exit.

2. Soil Separation Plant and Plans for Disposal:
   a. The Contractor shall submit details on the drilling fluid pumps and cleaning plant. Include dimensions, manufacturer's specifications, pump capacity.
   b. Drilling fluid volumes and maximum drilling and reaming rates for pilot bore and each reaming pass and confirm that pump capacity is adequate for these anticipated drilling rates for the drilling fluid weights and viscosities anticipated.
   c. Measures for Drilling Fluid Containment: The Contractor shall submit plans for containment of drilling fluids at entry and exit locations.
   d. Plans for Disposal of Spoils and Drilling Fluids: The Contractor shall submit plans for disposal of waste materials resulting from the pipeline construction, including drilling fluids, cuttings, waste oil, fuel, discharge water, etc. The Contractor shall identify the disposal site and submit a letter indicating willingness and legal authority to accept the described and anticipated waste products.
3. Surveying Equipment and Procedures: The Contractor shall submit records of equipment calibrations and certifications for all equipment used for tracking and guidance of the drill head. Procedures for operating the guidance / survey tools shall be described, including measures to verify the accuracy of the equipment readings. The Contractor shall submit a drawing with the location of the surface wire grid system for the "TruTracker" or equivalent tracking system, if used.

C. Calculations:
1. The Contractor shall submit calculations of the estimated pullback loads for the conditions and operating practices planned. The Contractor shall submit calculations for pipe stresses expected to result from the pullback, bending, fluid buckling loads, earth loads, groundwater loads, and any other installation and service loads expected to be exerted on the pipe. Calculations should evaluate pipe stresses exerted on the pipe as it is pulled through the tight curve at pipe entry.
2. Calculate combined bend radius at pipe entry into bore as:

$$\text{Compound Radius} = \sqrt{\left[\frac{(RA^2 \times RB^2)}{(RA^2 + RB^2)}\right]}$$

   a. Where RA = Horizontal Bend Radius and RB = Vertical Bend Radius
3. All assumptions used in the calculations shall be provided, including the final bore diameter, drill pipe diameter, radius of curvature, entry and exit angles, assumed drilling fluid weight, assumed drilling fluid viscosity, and pipe ballasting during pullback.

D. Schedule:
1. Schedule: At least fifteen (15) days prior to project mobilization, the Contractor shall submit a detailed schedule for the HDD installations showing all major construction activities and durations, with beginning and completion dates shown. The schedule shall

be updated at least every two weeks or more frequently, as directed by the Engineer, and shall include:

a. "One-Call" Underground Service Alert (USA) utility locate requests and visual confirmation of all crossing utilities and all parallel utilities within ten (10) feet laterally of the bore centerline.
b. Excavation and shoring of entry pit.
c. Rig mobilization and setup, including surface coil installation and survey.
d. Bore stabilization measures at entry
e. Pilot bore drilling.
f. Pre-reaming and reaming.
g. Layout and thermal fusing of pipe.
h. Pressure testing of pipe prior to pullback.
i. Final reaming and pullback of pipe.
j. Pressure testing of pipe after installation.
k. Mandrel test to confirm deformations of pipe are within allowable tolerances.
l. Cleanup and demobilization.
m. Tie-ins and surface restoration.

E. Sample Logs:

1. Submit sample daily logs and records as described in Paragraph 1.5 B.

F. Hydrofracture and Surface Spill Contingency Plan

1. A Hydrofracture and Surface Spill Contingency Plan shall be prepared by the Contractor for the installation of pipelines using HDD. The contingency plan for inadvertent returns/hydrofracture shall address the following:
   a. The plan shall identify the personnel on site during the entire HDD installation process with responsibility for detecting whether surface returns have occurred.
   b. The plan shall address how the risk of hydrofracture will be minimized by measures such as careful monitoring of returns, providing bore stability through weak soils, monitoring mud pressures, and limiting mud pressures.
   c. The plan shall include an on-site materials list to manage and control drilling fluid surface releases. A general list of some suggested materials is provided below:
      1) Heavy weight plastic gravel filled and sealed bags
      2) Splash board: three layers of a heavy plastic
      3) 5-gallon hard plastic pails
      4) Wide heavy-duty push broom
      5) Flat blade and round nose shovels
      6) Silt fence and T-posts or straw bales, as appropriate
      7) Chicken wire or connecting material to tie off the perimeter of a dewatering structure
      8) Bundles of absorbent pads to use with plastic sheeting for placement beneath motorized equipment while in operation.
      9) Straw logs (wattles of fiber rolls)
      10) Portable pumps
      11) Hoses
      12) Vacuum trailers or trucks which will be available for response within one (1) hour of the incident's detection

13) Silt fence or screens to contain returns in a low-lying areas, marsh, or waterways
14) 55-gallon barrels with both ends removed, and plates or tabs with 0.5-inch holes drilled through plates, and No. 4 rebar to anchor the barrels to the ground through the holes in the plates.

2. The plan will include pre-construction protection measures. Recommended protection measures include erecting silt fence around the drill rig, drilling fluid mixing and pumping areas, erecting silt fences between the drilling staging areas and sensitive areas, and placement of hay wattles or silt fences around storm drain inlets.
3. A plan for containment and control methods for frac-outs which addresses the following:
   a. Immediate response to detection of a frac-out by stopping drilling operations and pulling back the drill head to relieve pressure.
   b. The appropriate agencies which shall be immediately notified.
   c. How terrestrial returns will be contained by an earth berm, installation of materials to contain the fluid, or other method.

G. Safety Plan

1. The Contractor shall submit a Safety Plan, including the name of the Contractor's Site Safety Representative, emergency telephone numbers for medical facilities, and precautions for handling and disposal of any hazardous or flammable materials. The Safety Plan shall include a code of safe practices and an emergency plan in accordance with OSHA and CalOSHA requirements.

H. Field Submittals

1. The Contractor shall submit complete, legible, daily logs and records in accordance with Paragraph 1.5 B Daily logs and records shall be provided to the Engineer by noon on the day following the shift for which the data or records were taken. The following shall be submitted as construction progresses and at the completion of construction.
   a. Daily logs as specified in Paragraph 1.5 B.
   b. Drilling Fluid Properties: The Contractor shall submit measured drilling fluid weights and viscosities used during pilot boring and reaming of the bore measured at a minimum of twice per shift or at least once per 100 feet of drilled or reamed length, whichever is more frequent.
   c. Variations in Plan and Profile: The Contractor shall document any variations between the actual plan and profile of the bore path and the location shown on the Contractor's submitted profile. The Contractor shall notify the Engineer immediately upon discovery of any deviations that exceed design tolerances.
2. Pilot Bore As-Built Profile: The Contractor shall submit an as-built plan and profile of the pilot bore within 24 hours of completion of the pilot bore, and before reaming and pullback begins.
3. CCTV videos of the pipe after installation per Paragraph 3.6.

1.5 QUALITY ASSURANCE

A. Qualifications:

1. Contractor Qualifications and Experience:
   a. Submit Contractor experience demonstrating at least three (3) years of successful experience installing pipelines using the horizontal directional drilling process on at

least ten (3) projects with similar diameters and installation lengths, and ground and groundwater conditions in accordance with Paragraph 1.5 A1c

b. Submit resumes for the superintendent(s) and drill rig operators demonstrating successful experience in accordance with Paragraph 1.5 A1c.
c. The submitted project information must demonstrate successful completion of at least three (3) bores over 200 feet in similar ground conditions and at least two (2) bores where the pipe layout area was at a significant angle to the bore. The submitted information should also include successfully completed projects in residential neighborhoods with very limited work areas. The Contractor shall furnish evidence of successful experience by including project owner, project name, location, diameter, length, depth, ground conditions, any problems encountered and how resolved, and any claims and how resolved. Owner's representative with address and telephone number shall be provided.
d. Submit resume for the Contractor's surveyor responsible for line-and-grade control.
e. Submit resume and certification for the Contractor's fusion machine operator(s).

B. Daily Logs and Records:

1. Daily logs and records shall be maintained by the Contractor and shall include drilling lengths, location of drill head in plan and profile, drilling fluid pressures and flow rates, drilling fluid losses, inadvertent returns, drilling times required for each pipe joint, any instances of retraction and re-drilling of the pilot bore or segments thereof, and any other relevant observations, including any observed settlement, heave, or surface spills.
2. The drilling fluid pressures shall be measured and recorded at least once per drill pipe length.
3. The drilling fluid viscosity and density shall be measured and recorded at least two times per shift with at least two hours between readings, using calibrated Marsh funnel and mud balance.
4. These records shall be maintained and provided daily to the Engineer. The position of the drill head shall be continuously tracked and recorded. A plot of actual locations of the bore path shall be maintained and updated daily, or more frequently, as directed by the Engineer.

C. Owner Inspection:

1. The Contractor shall allow access to the Engineer and shall furnish necessary assistance and cooperation to aid the Engineer in observations and data and sample collection, including, but not limited to the following:
   a. The Owner and Engineer shall have access to the operator control container prior to, during, and following all HDD operations. This shall include, but not be limited to, providing visual access to real-time operator control screens, gauges, indicators, and guidance data.
   b. The Owner and Engineer shall have access to the drilling fluid mixing, pumping, and separation equipment prior to, during, and following all HDD operations. This shall include, but not be limited to, access to shaker screens, hydrocyclones, conveyor belts, and slurry and spoil holding tanks. The Engineer shall be allowed to collect soil samples from the shaker screens and/or spoil holding tanks on the slurry separation plant a minimum of once per drill pipe section, and whenever changes in conditions are observed or suspected.

PART 2 PRODUCTS

2.1 MATERIALS

A. Pipe
   1. The Contractor shall provide and install HDPE pipe in accordance with Section 02710 – High Density Polyethylene (HDPE) Pipe and Fittings.

B. Water
   1. The Contractor shall secure a suitable source of water, and shall be responsible for transporting, storing, and disposing of any water required. Disposal shall be performed with no additional cost to the Owner. Water shall be from an authorized potable source.

C. Drilling Fluids
   1. The Contractor shall select drilling additives and fluid mixture proportions to ensure continuous circulation, efficient soil carrying capacity, bore stability, and reduced drag on the pipe. Management and disposal of drilling fluids shall be the Contractor's responsibility.
   2. Drilling fluids shall not be disposed of on-site or discharged to sanitary or storm sewers, or waterway. All drilling fluids shall be removed from the site and properly disposed of at a facility licensed to receive the material.

D. Drill Pipe
   1. The Contractor shall provide high quality drill pipes that have been inspected and determined to be adequate for the project requirements. Bent, cracked, or fatigued drill pipes shall not be used. Threads must be in good condition. The length of each drill pipe shall be measured and recorded

2.2 PERFORMANCE / DESIGN CRITERIA:

A. The Contractor shall review the site to become familiar with the ground conditions encountered during the investigation for the project and shall prepare an HDD Work Plan that addresses the full range of encountered and expected conditions.

B. Equipment: The Contractor shall provide all equipment, materials, and personnel necessary for completing the installation as shown on the Drawings and specified herein. The equipment and materials shall include but are not limited to:
   1. Directional drilling rig with all ancillary equipment, including drill pipe, cutting tools, reaming bits, swivels, expanders, motors, pumps, hoses, mixing equipment, drilling fluid processing equipment (cuttings separation equipment), spare parts, pipe handling equipment, crane, backhoe, pipe support rollers, side boom tractors, control cabin, and control equipment.
   2. Walkover guidance equipment, or downhole survey equipment, with energized surface grid tracking system (Tru-Tracker, Partrack, or equivalent).
   3. Drilling fluids, water, lubricant, polymers, or other additives.
   4. Drilling fluid / groundwater inflow storage tanks for containing all fluids returning through the bore, before proper treatment and disposal or permitted discharge.

5. Any other expendable or re-usable materials, supplies, and equipment needed for the installation.

C. The drilling equipment shall be capable of advancing through the geologic conditions to be encountered at the site and as anticipated by the Contractor.

D. The capacity of the directional drilling system used by the Contractor shall be adequate to install the specified pipeline.

E. The pump used by the Contractor shall be adequate to supply the required flow rate and pressures at the anticipated drilling fluid viscosity at all times.

F. The drilling fluid shall be designed for the geologic conditions to be encountered at the site, as described in the Geotechnical Report and as anticipated by the Contractor.

G. The drilling system shall include a fluid pump and separation plant that can achieve the rates of drilling fluid pumping, spoil separation, and slurry cleaning required by the Contractor to achieve planned production rates for the ground conditions described in the Geotechnical Reports, and as anticipated by the Contractor. Shaker screens, hydrocyclones, and a centrifuge may be required for efficient separation of spoils. The Contractor is advised that the separation plant must fit within the Limits of Work shown on the Drawings.

H. Contractor shall be responsible for providing storage tanks with sufficient volume to contain and store drilling fluids, slurry returns, and groundwater inflows to the entry pit. Minimum storage tank volume provided by the Contractor shall be greater than the highest fluid volume calculated for a full day's reaming production.

I. Surveying Equipment and Procedures: All surveying equipment used for walkover or downhole wireline surveying and tracking of the bore path and drill head, and layout of any surface wire grid system or equivalent tracking system, shall be inspected and calibrated by the equipment manufacturer prior to use. Proof of this inspection and calibration shall be provided to the Engineer prior to the commencement of drilling operations. It is the Contractor's responsibility to ensure that the sewer main is within the City's easement limits. Contractor shall survey as necessary to identify the limits of City's easements and notify the City of an issues with installing the sewer main within the City easement.

J. The pipe will be certified by the Contractor as meeting all requirements of the Specifications. The fabricated pipe will be pressure-tested by the Contractor in accordance with the requirements of Section 02710 – High-Density Polyethylene (HDPE) Pipe and Fittings.

K. Pipe rollers, lifters, and lateral force reaction devices shall be required to help the transition of the carrier pipe into the bore. The number of pipe rollers and lifters shall be determined by the Contractor and submitted as part of the Work Plan.

PART 3 EXECUTION

3.1 GENERAL

A. The Contractor shall not initiate HDD until all submittals are received, reviewed, and accepted by the Engineer.

B. The Contractor shall not initiate HDD work until the pre-condition survey of surrounding properties has been completed.

C. The Contractor shall not initiate HDD until all required permits are obtained.

D. Contractor shall comply with all local noise ordinances and permits.

E. Safety: It shall be the Contractor's sole responsibility that all work is done in conformance with all applicable Federal, State, and local safety requirements. Required safety equipment and procedures shall be employed by the Contractor at all times. All materials and methods of construction shall meet the applicable requirements of the State of California.

3.2 PREPARATION

A. Protection of Existing Utilities and structures:

1. It is the Contractor's responsibility to request locates and confirm locations of all nearby utilities and structures that may be affected by the work.
2. The Contractor shall notify "One Call" system to request marking of utilities that subscribe to One Call, and shall individually notify all other known or suspected utilities to request marking of their utilities.
3. The Contractor shall confirm that all requested locates are made prior to commencing drilling operations.
4. The Contractor shall make diligent efforts to locate any unmarked or abandoned utilities using all available information, maps, and drawings.
5. The Contractor shall make diligent effort to locate surface evidence of any other potential subsurface obstructions, such as piers and piles.
6. The Contractor shall visually confirm and stake all existing lines, cables, or other underground facilities including exposing all crossing utilities and utilities within ten (10) feet laterally of the centerline of the designed drilled path.
7. The Contractor shall support and protect in-place existing utilities crossing within 5 feet above the HDD bore.
8. The Contractor shall control drilling practices to prevent damage to existing utilities.
9. The Contractor shall be responsible for all losses and repairs caused by damage to underground utilities resulting from drilling operations.

B. The Contractor shall mark and review the proposed insertion/receiving pit locations with the City and Mid-Peninsula water District prior to construction. Where pits will be within 10-feet of the water main, mark these locations 1-week prior to construction to allow sufficient time for Mid-Peninsula to review the location in the field.

C. Work Staging Area:

1. Work Staging: The Contractor shall limit staging and work operations to the Limits of Work shown on the Drawings, or as otherwise accepted in writing by the Engineer, for storage of equipment and materials, parking, pipe layout, drilling, and other work.
2. Construction Impacts: The Contractor shall proceed with work in a safe, orderly manner, while maintaining the work site free of debris and unnecessary equipment and materials.
3. Removal of Temporary Facilities: At the completion of construction, the Contractor shall remove all temporary facilities installed by the Contractor. All disturbed areas shall be restored to original conditions prior to construction.

4. Site Security: The Contractor shall install an enclosure fence around the work area. The enclosure fence shall include a lockable gate and should be adequate to prevent entry of unauthorized persons.

3.3 MOBILIZATION

A. The Contractor shall mobilize all equipment, materials, and personnel necessary to construct the HDPE pipeline using the HDD process at the locations shown in the Drawings.

B. Entry Area: The Contractor shall set up temporary workspace within the Limits of Work shown on the Drawings. Appropriate precautions and measures shall be employed by the Contractor to prevent erosion, surface drainage, and spillage of drilling fluids, groundwater inflows, or other materials that could adversely impact the environmental quality of the site. Silt fences, hay wattles, and hay bales shall be used to line the work area to minimize erosion and contain any spillages or runoff.

C. Exit Area: Appropriate precautions and measures shall be employed by the Contractor to prevent erosion, surface drainage, and spillage of drilling fluids or other materials that could adversely impact the environmental quality of the site. The Contractor shall not initiate HDD work until the exit pit is shored in accordance with contractor's approved submittals and CalOSHA requirements

D. Pipe Layout Area: Layout area shall be free of stones, debris and obstructions. Pipe rollers shall be provided by the Contractor to facilitate pipe pullback. Provide all supports and restraints necessary to safely transition pipe from the layout area into the exit pit. Protect pipe against damage from traffic.

3.4 BORE STABILIZATION

A. The Contractor shall provide bore stabilization measures through zone of bore in weak surficial soils at entry to prevent bore collapse.

B. Bore stabilization measures may include conductor casing, ground improvement, or other method proposed by the Contractor.

C. Conductor Casing
   1. Diameter should be chosen to be appropriate for Contractor's planned reamer sizes.
   2. Casing thickness should be appropriate for installation method.
   3. The conductor casing should be installed at the submitted entry angle.
   4. Conductor casing within 5 feet of the surface should be removed after completion of pullback operations.

D. Ground improvement
   1. Ground improvement methods should not result in heave or settlement that damages road surfaces or overlying or adjacent utilities.
   2. Resulting soil strength should be easily excavatable with planned drill bits and reamers.

3.5 HORIZONTAL DIRECTIONAL DRILLING

A. Bore Tracking and Monitoring: At all times during the pilot bore the Contractor shall provide and maintain a bore tracking system that is capable of accurately locating the position of the drill head.

1. Pilot Bore Tracking System: Contractor shall monitor and record x, y, and z coordinates, relative to an established surface survey bench mark, from the chosen HDD guidance system. The data shall be continuously monitored and recorded at least once per drill pipe length or every fifteen (15) feet, whichever is most frequent.
2. Deviations between the recorded and design bore path shall be calculated and reported on the daily log. If the deviations exceed tolerances specified elsewhere, such occurrences shall be reported immediately to the Engineer. The Contractor shall undertake all necessary measures to correct deviations and return to design line and grade.
3. Drilling Fluid Pressures and Flow Rates: Drilling fluid pressures and flow rates shall be continuously monitored and recorded by the Contractor. The pressures shall be monitored at the pump.
4. Drilling Speeds: Maximum allowable drilling speeds to ensure adequate borehole cleaning shall be calculated by the Contractor for pilot boring and each reaming pass. Drilling speeds shall not exceed pump capacity. Drilling rates shall be recorded for every drill pipe.
5. Drilling Fluid Viscosity and Density (Mud Weight): The Contractor shall measure and record drilling fluid viscosity and density at least two (2) times per shift with at least two (2) hours between readings, using calibrated Marsh funnel and mud balance. These measurements shall be included in daily logs submitted to the Engineer. The Contractor shall document modifications to the drilling fluids, by noting the types and quantities of drilling fluid additives and the dates and times when introduced. The reason for the addition of drilling fluid additives or other modifications shall be documented and reported.

B. Location of Entry and Exit Points: Entry and exit points shall be as shown on Contractor's approved submittals, unless otherwise approved in writing by the Engineer. The Contractor shall employ licensed, experienced surveyors to locate the entry and exit points, and to establish horizontal and vertical datum for the bore and the pipe layout and fabrication areas.

C. Entry and Exit Angles: Drill entry and exit angles shall be as shown on the Contractor's approved submittals, unless otherwise approved in writing by the Engineer.

D. Spoil Storage: All spoil, slurry, and water inflows through the HDD bore must be contained in trucks, tanks, or other containers at all times. Dumping of spoil or drilling fluid on the ground, discharge into sanitary or storm sewers, or discharge into the water bodies will not be permitted. All spoils will be transported and disposed of off-site at an approved disposal facility that meets all State of California and local permit requirements.

E. Control of Drilling Fluids: The Contractor shall follow all requirements of the submitted and approved Hydrofracture and Surface Spill Contingency Plan and shall control operational pressures, drilling mud weights, drilling speeds, and any other operational factors required to avoid hydrofracture, fluid losses to formations, and drilling fluid spillage. This includes any spillages or returns at entry and exit locations or at any intermediate point. All inadvertent

returns or spills shall be promptly contained and cleaned up. The Contractor shall maintain on-site mobile spoil removal equipment during all drilling, pre-reaming, reaming, and pullback operations and shall be capable of quickly removing spoils. The Contractor shall immediately notify Engineer of any inadvertent returns or spills and immediately contain and clean up the return or spill.

F. Tolerances:
   1. Horizontal and Vertical Tolerances: Horizontal deviations shall not exceed plus or minus 10% of the pipes diameter. The Contractor shall continuously monitor horizontal and vertical position and record the position at least once per drill pipe length, or at fifteen (15) feet intervals, whichever is most frequent.
   2. Tie-In Tolerances: The location of the tie-in points shall be as shown on the Drawings. The Contractor shall be solely responsible for all work necessary to correct excessive deviations from line and grade, and entry and exit, including re-drilling, redesigning connections, and acquiring additional easement, at no additional cost to the Owner and without schedule extension.

G. Pre-reaming and Reaming: The pilot bore shall be pre-reamed and reamed using equipment and methods submitted by the Contractor. The Contractor shall completely ream the bore to the final diameter prior to pullback.

H. Pipe Pullback:
   1. The pipe shall be installed by pulling it into the reamed bore path in a continuous operation, behind a final reaming tool selected by the Contractor.
   2. Pullback of the carrier pipe shall begin no later than 11 AM and shall then continue, 24 hours a day as necessary, until pullback is complete.
   3. The pipe shall be isolated from excessive torsional and axial stresses by a swivel device.
   4. All measurements shall be made, recorded, and submitted on the daily logs during final reaming and pipe pullback.
   5. The Contractor shall take appropriate steps during pullback to ensure that the HDPE pipe will be installed without damage.
   6. Pipeline Support
      a. The pipelines shall be adequately supported during installation so as to prevent overstressing or buckling. The Contractor shall provide adequate support/rollers along the pipe layout area to support the required length and bends of the HDPE pipe.
      b. Such support/rollers shall have a maximum spacing in accordance with manufacturer's recommendations, but in no case shall be greater than 60 feet. Rollers shall be comprised of a non-abrasive material arranged in a manner to provide support to the bottom and bottom quarter points of the pipeline allowing for free movement of the pipeline during pullback.
      c. The pipe layout area shall be cleared of all large stones, construction debris, or other foreign objects that could damage the pipe during pullback.
      d. The Contractor shall at all times handle the HDPE pipe in a manner that does not overstress or otherwise damage the pipe. Vertical and horizontal curves shall be limited so that wall stresses do not exceed pipe manufacturer's recommendations for flexural bending of the HDPE pipe. If the pipe is buckled or otherwise damaged, the damaged section shall be removed and replaced at the Contractor's expense.

e. The Contractor shall monitor and inspect pipe rollers and method for suspending pipe at entry during the pullback operation to avoid damage to the pipe.

7. The leading end of the pipe shall be closed during the pullback operation.
8. Two tracer wires will be attached to the leading end of the pipe pulling head and shall extend the full length of the installed pipe.
9. The Contractor shall cease pullback operations if the pipe is damaged and shall remove the pipe from the bore and repair the pipe using the manufacturer's recommended procedure or replace the damaged pipe before resuming installation.
10. Damage to the pipe resulting from manufacturer defects, installation, or poor workmanship is the responsibility of the Contractor, including costs for replacement and labor and materials.
11. After the carrier pipe is completely pulled through the bore, a sufficient relaxation period, as recommended by the pipe manufacturer, shall be provided before the final pipe tie-in.

I. Post-Installation Testing: To confirm no damage to the pipe, upon completion of pull back, the Contractor shall hydrostatically test the completed pipeline as described in Section 02770 – Sanitary Sewer Testing.

J. Obstructions: The Contractor shall notify the Engineer immediately in the event that any obstruction is encountered that prevents further advancement of the drill pipe, or pullback of the pre-reamer, reamer, and/or pipe.

1. The Contractor shall make all diligent and reasonable efforts to advance past the object by drilling slowly through the object, or pulling back and drilling along a new bore path that avoids the object, or excavating and exposing and removing the object, and all other reasonable attempts to continue the bore.
2. The Contractor shall notify the Engineer of proposed measures to attempt to advance past the object, prior to initiating the attempt. If the Contractor attempts to pullback and re-drill, the Contractor shall adhere to line and grade tolerances established in this Section, unless the Engineer approves variance, in writing, prior to the Contractor's attempt to re-drill.
3. The Contractor and Engineer shall investigate the cause and together determine an appropriate response. Appropriate response may include revisions to equipment or methods, retraction and re-drilling of a portion of the bore, or abandonment of the hole.
4. If abandonment is deemed necessary, the Contractor shall recover, to the extent practicable, any drill pipe, product pipe, and tools in the bore, and properly abandon the bore by contact grouting, unless otherwise directed in writing by the Engineer. If the bore is abandoned, the Contractor shall begin a second attempt to install the pipeline at an alternate location subject to approval, in writing, by the Engineer. The Contractor shall take all reasonable actions to complete the installation with minimal delays.

K. Surface settlement or heave of utilities and other features above the HDD centerlines and within the zone influenced by the HDD construction shall be limited to values that avoid damage, and in no case shall ground deformations exceed the maximum allowable value of one (1.0) inch. The Contractor shall repair any damage resulting from settlement or heave caused by HDD activities at no additional cost to the Owner.

3.6 FINAL TESTING, CLEANING AND TELEVISION INSPECTION

A. All tests shall be completed and approved prior to placing of permanent resurfacing.
   1. Testing of pipe shall be in conformance with Section 02770 – Sanitary Sewer Testing.

B. After completion of construction of the pipeline and prior to final pavement restoration, the Contractor shall inspect the new lines by CCTV with inclinometer data. CCTV inspection shall be performed in accordance with specification Section 02760. Submit logs and videos to the City within 24 hours of inspection. Television inspection shall be witnessed by the City or its appointed Representative.
   1. If the post-CCTV inspection indicates that high point(s) may be present greater than 1 inch, the Contractor shall notify the City or its appointed Representative immediately.
   2. Any lines showing unacceptable pipe construction such as sags greater than 10% of the pipe diameter or deformed pipe shape (ovality >7% of pipe diameter) will be rejected and contractor will be required to repair those deficiencies at their own cost.
   3. If it is determined by the City or its appointed Representative that there a repair is required, the Contractor shall repair the pipe for the length directed by the City. The sag repair shall be performed in accordance with the Standard Drawings.

3.7 SITE RESTORATION AND DEMOBILIZATION

A. The Contractor shall remove all equipment, materials, drilling fluids, spoils, waste, and debris from the site and restore the site to its original condition upon completion of the installation.

*****END OF SECTION*****

SECTION 02531
SEWER LATERALS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Reconnection of existing sanitary sewer laterals to sewer mains as shown on the Contract Drawings.

B. Related Sections:
1. Section 02318 – Trenching
2. Section 02345 – Pipe Bursting
3. Section 02441 – Horizontal Directional Drilling
4. Section 02700 – PVC Pipe and Fittings
5. Section 02900 – Cured-In-Place Pipe (CIPP)

1.02 SUBMITTALS

A. Products Data:
1. Lateral pipe materials
2. Coupling materials

PART 2 PRODUCTS

2.01 MATERIALS

A. Lateral Materials in Pipe Bursting and Horizontal Directional Drilling Locations: Electrofusion wye saddles per Section 02345.

B. Lateral Materials in Non Pipe Bursting Locations: Sewer laterals shall be PVC, conforming to the requirements of Section 02700.

C. Couplings: Banded rubber coupling shall be of a variety designed to couple the new PVC with the existing pipe material. Connections to new PVC pipe shall be Mission MR ARC couplings or approved equal.

PART 3 EXECUTION

3.01 PREPARATION

A. General:
1. Contractor shall CCTV inspect existing sewer lines to confirm location of lateral connections prior to excavating in conformance with Section 02760.
2. Laterals indicated on the Contract Plans to be replaced, repaired, reinstated, and abandoned are based on review of existing CCTV data and information provided by the City. Some of the previously reviewed data may not be complete, accurate,

and may be dated; therefore, the Contractor is responsible for identifying all active, inactive, and capped laterals. All inactive or capped laterals shall not be replaced or reinstated. If the Contractor is unable to determine if a lateral is inactive the Contractor shall coordinate with the City to determine if the lateral should be replaced/reinstated or abandoned.

3. Laterals in Locations where CIPP Lining is Performed:
    a. Contractor shall "Repair" all laterals as indicated on the plans. Lateral repair shall be performed as identified on the plans.
    b. Existing laterals that are not shown to be "Repaired" on the plans that are damaged, protruding, and non-factory saddles or wyes shall be repaired per the drawings.
    c. All active laterals shall be reinstated.

3.02 INSTALLATION

A. Lateral Reconnection:
    1. Excavate and backfill lateral in conformance with Section 02318.
    2. Reconnect sanitary sewer lateral in conformance with the Contract drawings.

B. Connections shall be made only in the presence of the City inspector, and no connection work shall proceed until the inspector has given notice to proceed. If progress is inadequate during the connection operations to complete the connection in the time specified, the engineer shall order necessary corrective measures. All costs for corrective measures shall be paid by the Contractor.

C. The Contractor shall furnish all pipe and materials including furnishing all labor and equipment necessary to make the connections, all required excavation, backfill, pavement replacement, lights, and barricades, and may be required to include a water truck, high line hose, and fittings as part of this equipment for making the connections. In addition, the Contractor shall assist the City in alleviating any hardship incurred during the shutdown for connections. Standby equipment or materials may be required by the inspector.

D. The Contractor shall de-water existing mains, as required, in the presence of the inspector.

E. Connections shall be made with as little change as possible in the grade of the pipeline. If the grade of the existing pipe is below that of the new pipeline, a sufficient length of the new line shall be deepened so as to prevent the creation of any high spot or abrupt changes in grade of the new line. Where the grade of the existing pipe is above that of the new pipeline, the new line shall be laid at specified depth, except for the first joint adjacent to the connection, which shall be deflected within the allowances of the pipe manufacturer as necessary to meet the grade of the existing pipe. If sufficient change in direction cannot be obtained by the limited deflection of the first joint, a fitting of the proper angle shall be installed.

F. New pipelines shall not be connected to existing facilities until the new pipelines have been successfully tested and accepted by the City inspector.

G. All lateral connections shall conform to Contract Plans and as specified herein.

*****END OF SECTION*****

SECTION 02532
PIPE ABANDONMENT AND DEMOLITION

PART 1 GENERAL

1.01 SUMMARY

A. Section includes the abandonment of existing sewer mains as indicated on the contract drawings

B. Related Sections:
   1. Section 02200 – Excavation and Backfill
   2. Section 03300 – Cast in Place Concrete

1.02 REFERENCES

1. Not Used.

1.03 SUBMITTALS

A. Products Data: For all proposed fill materials.

   1. Material source.

   2. Gradation.

   3. Testing data and testing laboratory qualifications including lab certification.

B. Plans:

   1. For abandonment, describing proposed sequence and methods of plugging and filling mains and manholes to be abandoned

PART 2 PRODUCTS

2.01 MATERIALS

A. CDF: As specified in Section 03300.

B. Concrete: As specified in Section 03300.

C. Sand:

   1. Free from clay and organics

   2. Sand Equivalent: 35 minimum

   3. Percent composition by weight determined by laboratory sieves:

Sieve Size	Percent Passing
No. 4	100
No. 10	95 - 100
No. 40	20 - 65
No. 100	5 - 30
No. 200	0

PART 3 EXECUTION

3.01 PREPARATION

A. General:

1. Contractor shall submit abandonment plan detailing approximate volume of fill required to abandon each pipe segment.

3.02 INSTALLATION

A. Pipe Abandonment: Fill pipe with CDF or sand and plug pipe at each end with 6" minimum thick concrete plug.

END OF SECTION

SECTION 02700

POLYVINYL CHLORIDE (PVC) PIPE AND FITTINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. PVC Pipe and Fittings.

B. Related Sections:
   1. Section 02200 – Excavation and Backfill.
   2. Section 02318 – Trenching.
   3. Section 02531 – Laterals.
   4. Section 02760 – Closed Circuit Television (CCTV) Inspection.
   5. Section 02770 – Sanitary Sewer Testing
   6. Section 03300 – Cast in Place Concrete.
   7. Section 03400 – Pre-Cast Concrete.
   8. Section 03600 – Grouts.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. D 3034 – Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
   2. D 3212 – Specification for Joint for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals.
   3. D 3965 – Classification System and Basis for Specifications for Rigid Acrylonitrile-Butadiene-Styrene (ABS) Materials for Pipe and Fittings.
   4. F 477 - Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

B. American Water Works Association (AWWA):
   1. C110 - Ductile Iron and Gray Iron Fittings, 3-inch through 48-inch
   2. C116 - Protective Fusion-bonded Epoxy Coatings for the Interior and Exterior Surfaces of Ductile Iron and Gray Iron Fittings
   3. C900 - Polyvinyl Chloride (PVC) Pressure Pipe and Fabricated Fittings, 4 in. through 12 in. (100 mm through 300 mm), for Water Transmission and Distribution

1.03 SUBMITTALS

A. Product Data:
   1. PVC Pipe.
   2. Fittings.

B. Summary of deflection test results.

C. Post installation CCTV inspection report and video.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Pipe Manufacturers:
   1. Diamond Plastic Corporation.
   2. JM Eagle.
   3. North American Specialty Products.
   4. Or Approved Equal.

B. Manhole Connection:
   1. New manholes: Refer to water stops Section 03300 and 03400.
   2. Existing manholes:
      a. Concrete manhole adapter water stop manufactured by Fernco.
      b. Or approved equal.

2.02 MATERIALS

A. Gravity PVC Pipe and Fittings:
   1. Minimum wall and strength requirements of SDR-26 in conformance with ASTM D-3034.
   2. Pipe shall be made of PVC plastic having a cell classification of 12454 or 12364 as defined in ASTM D 1784.
   3. Bell and spigot type joints conforming to ASTM D 3212.
   4. Sealing gaskets shall meet the requirements of ASTM F477.
   5. Pipe shall be marked with “SANITARY SEWER” in 1-5/8” high block lettering with permanent ink. The marking shall be repeated at 2-foot spacing along the pipe length.

B. Bedding and Backfill
   1. Per specification Sections 02200 and 02318 and as detailed on the Plans.

PART 3 EXECUTION

3.01 PIPE STORAGE

A. Pipe may be stored on the project site at the Contractor’s own risk. Precautions shall be taken to prevent damage to the stored pipe.

B. PVC shall be protected from damage due to sunlight exposure.

3.02 HANDLING

A. Care shall be taken in handling, transporting and placing pipe to prevent damage. No interior hooks or slings shall be used in lifting pipe. All handling operations shall be done with an exterior sling or with a suitable fork lift.

B. No damaged pipe will be accepted and will be replaced with new pipe to the next joint.

3.03 EXCAVATION AND BACKFILL

A. Trenching, Excavating and Backfilling shall be done in accordance with Sections 02200 and 02318.

3.04 CONNECTIONS

A. Thoroughly clean pipe and fittings of dirt, dust, and moisture before installation. Installation and joining methods shall be as recommended by the pipe and fitting manufacturers.

B. Cut pipe square for good joint integrity. After cutting pipe, ream inside and chamfer outside to remove burrs, shoulders, and ragged edges.

3.05 MANHOLE CONNECTION

A. Core drill through existing manhole as necessary to accommodate the new sewer pipe.

B. Manhole sewer connection shall be installed with a water stop and non-shrink epoxy grout applied 360 degrees around new sewer pipe in conformance with manufacturer's instructions.

3.06 INSPECTION

A. All installed sewers and connections shall be visually inspected by the City prior to backfill. The City may require the Contractor to excavate any sewer pipe or connection that is not visually inspected by the City prior to backfill.

B. All new sewer pipes shall be video inspected by the contractor per Section 02760.

C. Post installation videos shall be prepared and submitted to the City in accordance with Section 02760.

3.07 TESTING

A. Testing of sanitary sewer pipes shall be done in accordance with Section 02770.

B. Testing of water pipes shall be performed in accordance with Section 02730.

*****END OF SECTION*****

SECTION 02710
HIGH DENSITY POLYETHYLENE (HDPE) PIPE AND FITTINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. High Density Polyethylene (HDPE) Pipe.

B. Related Sections:
   1. Section 02200 – Excavation and Backfill.
   2. Section 02318 – Trenching.
   3. Section 02760 – Closed Circuit Television (CCTV) Inspection.
   4. Section 02770 – Sanitary Sewer Testing
   5. Section 03300 – Cast in Place Concrete.
   6. Section 03400 – Pre-Cast Concrete.
   7. Section 03600 – Grouts.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. D 638 – Tensile Properties of Plastics
   2. D 790 – Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
   3. D 1238 – Melt Flow Rates of Thermoplastics by Extrusion Plastometer
   4. D 1505 – Density of Plastics by the Density-Gradient Technique
   5. D 2122 – Determining Dimensions of Thermal Plastic Pipe and Fittings
   6. D 2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity Flow Applications
   7. D 2837 – Hydrostatic Design Basis for Thermal Plastic Pipe Materials
   8. D 3212 – Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
   9. D 3261 – Butt Heat Fusion Polyethylene (PE) Plastic Fittings for Polyethylene (PE) Plastic Pipe and Tubing
   10. D 3350 – Polyethylene Plastics Pipe and Fittings Material
   11. F 667 – 3 through 24 in. Corrugated Polyethylene Pipe and Fittings
   12. F 714 – Polyethylene Plastic Pipe Based on Outside Diameter
   13. F 1667 – Guide for Construction Procedures for Buried Plastic Pipe
   14. F 2620 – Heat Fusion Joining of Polyethylene Pipe and Fittings

1.03 SUBMITTALS

A. Product Data:
   1. HDPE Pipe.
   2. Fittings

B. Submit debeading process and equipment for use in removing the internal bead for the newly joined HDPE pipe sections.

C. The Contractor shall submit a copy of the technician's certification(s) for the operation of the fusion equipment.

D. The Contractor shall perform trial fusion welds and submit samples to the City for review prior to installation of the pipe. The fusion machine used for the trial welds shall be the same machine to be utilized for the installation work.

E. Pipe Fusion Logs.

PART 2 PRODUCTS

2.01 MATERIALS

A. Materials used for the manufacture of HDPE pipe and fittings shall be extra high molecular weight, high density ethylene/hexene copolymer PE 3408 polyethylene resin meeting a minimum cell classification of 445474C or 445574C per ASTM D3350.

B. The HDPE pipe manufacturer shall provide certification that stress regression testing has been performed on the specified material. Said certification shall be done in conformance with ASTM D2837, and the manufacturer shall provide a product supplying a minimum hydrostatic design basis (HDB) of 1,600 psi.

C. HDPE materials shall be listed by the Plastics Pipe Institute in PPI TR-4 with a 73°F hydrostatic design stress rating of 800 psi, and a 140°F hydrostatic design stress rating of 400 psi. The PPI listing shall be in the name of the pipe manufacturer, based on ASTM D2837 and PPI TR-3 testing and validation of samples of the pipe manufacturer's production pipe.

D. The physical properties of the pipe and fittings material shall be as indicated in the table below:

PROPERTY	TEST METHOD	VALUE
Density	ASTM D 1505	>0.947 g/cm^3
Melt Index	ASTM D 1238	<0.15 g/10 min
Tensile Strength, Yield	ASTM D 638	>3,000 psi
Flexural Modulus	ASTM D 790	>80,000 psi

2.02 HDPE PIPE

A. Pipe supplied under this specification shall have a nominal IPS (iron pipe size) outside diameter. Pipe shall be produced to the specifications of ASTM F714.

B. The DR (dimension ratio) shall be 17 for the sanitary sewer gravity main in Caltrans right of way, force main, and for the casing pipe. All other pipe shall be DR 21 unless otherwise noted on plans.

C. Sewer pipe shall have green stripes along the exterior of the pipe.

D. Pipe shall be marked with nominal size, dimension ration (DR), trade name, material classification (PE4710), certification base (ASTM F714), and date produced.

2.03 HDPE FITTINGS

A. Material for HDPE fittings shall comply with ASTM A 3261 for butt heat fusion fittings. Material for standard HDPE fittings shall comply with ASTM D3350.

B. Standard HDPE fittings shall be commercial products manufactured by injection molding or by extrusion and machining or shall be fabricated from HDPE pipe conforming to this specification.

C. Electrofusion couplings:

1. The use of electrofusion couplings in locations not specified on the Drawings be considered by the Engineer on a case by case basis. Contractor shall receive written authorization for the use of electrofusion couplings not specified on the Drawings prior to installation.

2. HDPE electrofusion couplings shall be installed by a qualified installer with equipment certified for use with the supplied coupling.

3. Electrofusion coupling shall be specifically designed for use with the SDR rating of the host pipes.

4. Shall be manufactured in accordance with ASTM F-1055 for use with pipe conforming to ASTM D2513/3035.

5. Shall be supplied with a 24 Digit ISO Compliant Universal Barcode Label.

6. Shall be tested and supplied in accordance with AWWA C906 specification and supplied with a 24 digit ISO compliant barcode label which facilitates the fusion of electrofusion fitting with other manufacturer's processors.

7. This resin shall have a NSF Standard 61 listing for use with potable water.

D. Fittings shall be fully pressure rated by the manufacturer to provide a working pressure equal to that of the pipe.

PART 3 EXECUTION

3.01 PIPE STORAGE AND HANDLING

A. Pipe shall be stored and handled in conformance with the pipe supplier's guidelines.

B. Pipe may be stored on the project site at the Contractor's own risk. Precautions shall be taken to prevent damage to the stored pipe.

C. Care shall be taken in handling, transporting, and placing pipe to prevent damage. No interior hooks or slings shall be used in lifting pipe. All handling operations shall be done with an exterior sling or with a suitable forklift.

D. No damaged pipe will be accepted.

3.02 FUSION PROCESS

A. Fusing pipe shall only be done by qualified fusion technicians holding current qualification credentials for the pipe being fused.

B. Pipe supplier's procedures shall be followed at all times during fusion operation.

C. Each fusion join shall be recorded and logged by an approved electronic monitoring device (data logger) connected to the fusion machine, which utilizes a current version of the pipe supplier's recommended and compatible software. A copy of all fusion logs shall be submitted to the City.

D. Use only appropriately sized and outfitted fusion machines.

E. Pipe shall be joined using the butt fusion method providing a joint weld strength equal or greater than the tensile strength of the pipe.

F. All internal beads for newly joined HDPE pipe sections shall be removed.

3.03 INSTALLATION

A. Refer to the plans and Sections:
   1. Section 02200 – Excavation and Backfill.
   2. Section 02318 – Trenching.

B. Butt Fusion Joints:
   1. Butt heat fusion joints shall be completed by a qualified installer.
   2. Joints shall meet requirements included in ASTM F2620.

3.04 TESTING

A. All new HDPE pipe segments shall be tested in accordance with Section 02770.

*****END OF SECTION*****

SECTION 02722

AGGREGATE BASE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Aggregate base.

B. Related Sections:
   1. Section 02200 - Excavation and Backfill.
   2. Section 02742 - Asphaltic Concrete Paving.
   3. Section 03300 - Cast in Place Concrete.
   4. Section 03400 – Precast Concrete

1.02 REFERENCES

A. American Concrete Institute (ACI):
   1. C 117 - Test Method for Material Finer than 75-µm (No. 200) Sieve in Mineral Aggregate by Washing.
   2. C 136 - Method for Sieve Analysis of Fine and Coarse Aggregates.
   3. D 4318 - Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.

B. State of California Department of Transportation.
   1. CALTRANS - Standard Specifications.

1.03 SUBMITTALS

A. Product Data:
   1. Source, gradation, and testing data for aggregate base course.

B. Quality Control:
   1. Test Reports: Reports for tests required by Sections of CALTRANS Standard Specifications.

C. Certificates of Compliance: Certificates as required by Sections of CALTRANS Standard Specifications.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Storage and Protection: Protect from segregation and excessive moisture during delivery, storage, and handling.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aggregate Base Course:
   1. Class 2, 3/4-inch maximum aggregate size free from vegetable matter and other deleterious substances, and of such nature that aggregate can be compacted readily under watering and rolling to form a firm, stable base.
   2. Materials derived from processing demolished or removed asphalt concrete are not acceptable.
   3. Coarse aggregate material retained in Number 4 sieve shall consist of material of which at least 25 percent by weight shall be crushed particles when tested in accordance with California Test 205.
   4. Aggregate shall not be treated with lime, cement, or other chemical material before the Durability Index test is performed.
   5. Aggregate grading and sand equivalent tests shall be performed to represent not more than 500 cubic yards or one day's production of material, whichever is smaller.
   6. Grade within the limits and conform to quality requirements as follows when tested in accordance with California Test 202:

Sieve Sizes (Square Openings)	Percent by Weight Passing Sieve
1 inch	100
3/4 inch	90-100
Number 4	35-55
Number 30	10-30
Number 200	2-9

Quality Requirements		
Description	California Test	Minimum Test Result
Resistance (R Value)	301	78
Sand Equivalent	217	22
Durability Index	229	35

PART 3 EXECUTION

3.01 EXAMINATION

A. Verification of Conditions: Examine conditions upon which the work specified in this Section depends for defects that may influence installation and performance.

B. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.02 PREPARATION

A. Subgrade Preparation: Prepare as specified in Section 02200, "Excavation and Backfill"

3.03 INSTALLATION

A. Furnish, spread, and compact aggregate base course material to the lines, grades, and dimensions indicated on the Drawings.
   1. Spreading: Spread in accordance with sections of CALTRANS Standard Specifications.
   2. Compacting: per Sections 02200 and 02318.

3.04 FIELD QUALITY CONTROL

A. Tests: Perform field tests per Sections 02200 and 02318.

*****END OF SECTION*****

SECTION 02730
CORRUGATED HIGH DENSITY POLYETHYLENE (HDPE) PIPE

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Corrugated high density polyethylene (HDPE) pipe, fittings, and appurtenances

B. Related Sections:
   1. Section 02200 – Excavation and Backfill
   2. Section 02318 – Trenching

1.02 REFERENCES

A. American Association of State Highway and Transportation Officials (AASHTO)
   1. AASHTO HB Section 17 – Soil-Thermoplastic Pipe Interaction System
   2. AASHTO HB -Section 30 – Thermoplastic Pipe
   3. AASHTO M252 – Corrugated Polyethylene Drainage Pipe
   4. AASHTO M 294 – Corrugated Polyethylene Pipe 12-in to 60-in Diameter

B. American Society for Testing and Materials (ASTM):
   1. ASTM D2321 – Underground Installation of Thermoplastic Pipe for Sewers and Other Gravity-Flow Applications
   2. ASTM D3212 – Joints for Drain and Sewer Plastic Pipes Using Flexible Elastomeric Seals
   3. ASTM F477 – Elastomeric Seals (Gaskets) for Joining Plastic Pipe
   4. ASTM F2306 – 12 to 60-inch Annular Corrugated Profile-Wall Polyethylene (PE) Pipe and Fittings for Gravity-Flow Storm Sewer and Subsurface Drainage Applications.

1.03 SUBMITTALS

A. Products Data for pipe, fittings, and miscellaneous accessories.

PART 2 - PRODUCTS

2.01 MANUFACTURERS

A. Corrugated HDPE pipe:
   1. Hancor Hi-Q
   2. ADS N-12
   3. Approved Equal

2.02 MATERIALS

A. HDPE Materials:

1. Pipe manufactured for this specification shall comply with the requirements for test methods, dimensions, and markings found in AASHTO M252 Type S for 4" – 10" diameters and AASHTO M294 Type S or ASTM F2306 for 12" – 60" diameters. As further defined and described in AASHTO M252, AASHTO M294 and ASTM F2306, the prescribed sizes of pipe are nominal inside diameters. Pipe diameter tolerance shall be 4.5 percent oversize and 1.5 percent undersize. Pipe lengths shall not be less than 99 percent of the manufactures stated length.

2. Pipe supplied shall be smooth Interior and Annular Exterior Corrugated High Density Polyethylene (HDPE) Pipe meeting the requirements of AASHTO M252, Type S. The pipe supplied shall be watertight as defined in the joint performance requirements of this specification.

3. Watertight joints shall be bell-and-spigot meeting the watertight requirements of AASHTO M252, M294 or ASTM F2306. Watertight joints shall meet the ASTM D3212 10.8 psi (74kPa) laboratory test. Gaskets shall be made of polyisoprene meeting the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable wrap to ensure the gasket is free from debris. A joint lubricant supplied by the manufacturer shall be used on the gasket and bell during assembly.

B. HDPE Fittings: Shall conform to AASHTO M252, M294 or ASTM F2306.

C. Bedding and Backfill: As specified in Section 02200 and as shown on the plans.

D. HDPE Couplings: HDPE Couplings used to join existing and new HDPE pipe as shown on the drawings shall be Hancor PVC Repair Sleeves or approved equal.

PART 3 - EXECUTION

3.01 PIPE STORAGE AND HANDLING

A. All pipe and fittings shall be delivered to the site and unloaded with handling that conforms to the manufacturer's instructions for reasonable care. Pipe shall not be rolled or dragged over gravel or rock during handling. The Contractor shall take necessary precautions to ensure the method used in lifting or placing the pipe does not induce stress fatigue in the pipe.

B. Care shall be taken in handling, transporting and placing pipe and appurtenant structures to prevent damage to the pipe or structure. No interior hooks or slings shall be used in lifting pipe. All handling operations shall be done with an exterior sling or with a suitable fork lift. Fused segments of pipe shall be handled so as to avoid damage to the pipe. Fused sections of pipe cannot be lifted with chains or cable type chokers. Nylon slings shall be used. Spreader bars are recommended when lifting long fused sections. Care shall be exercised to avoid cutting or gouging the pipe.

C. No damaged pipe or fitting will be accepted until and unless the damage has been repaired to the satisfaction of the Engineer. Damaged pipe will be replaced by the Contractor at the Engineer's discretion.

3.02 PREPARATION FOR INSTALLATION

A. All products shall be inspected for defects and cracks before being lowered into the trench, piece by piece. Any defective, damaged or unsound pipe, fitting or drainage structure or any product that has had its grade disturbed after laying, shall be taken up and replaced. Open ends shall be protected with a pipe plug to prevent earth or other material from entering the pipe during construction. The interior of the pipe shall be free from dirt, excess water and other foreign materials as the pipe laying progresses and left clean at the completion of the installation.

3.03 JOINING PIPE

A. Joints shall be constructed as described herein and in accordance with manufacturer's installation instructions.

B. All Bell-and-Spigot pipe joints shall be thoroughly cleaned. Joint lubricant, supplied by the manufacturer, shall be liberally applied to entire interior of bell and gasket on spigot prior to assembly.

C. Installed joint deflections shall not exceed the manufacturer's recommendations for deflected joints.

3.04 JOINING HDPE PIPE AND EXISTING CORRUGATED METAL PIPE (CMP)

A. Excavate around the existing CMP and place bedding material. Connect the HDPE Pipe with an internal spigot adapter to the CMP. Wrap the joint with geotextile fabric. Pour a 4-inch minimum thick by 1 foot long concrete encasement centered at the joint.

3.05 INSTALLATION

A. Excavation and backfill shall be in conformance with Specification Section 02200 and as shown on the plans. Pipe shall not be backfilled until the installation has been inspected and approved.

B. Pipe shall be installed in accordance with Specification Section 02318 and pipe manufacturer's recommendations.

3.06 INSPECTION

A. All installed pipe shall be visually inspected by the City prior to backfill. The City may require the Contractor to excavate any pipe or connection that is not visually inspected by the City prior to backfill.

B. Post installation videos shall be prepared and submitted to the City in accordance with Section 02760.

END OF SECTION

SECTION 02742
ASPHALTIC CONCRETE PAVING

PART 1 GENERAL

1.01 SUMMARY

A. All asphaltic concrete paving shall adhere to the requirements within this specification section.

B. All asphaltic concrete paving outside of Caltrans Right-of-Way shall adhere to the 2015 Caltrans Standard Specifications.

C. Section Includes: Asphaltic concrete pavement on prepared subgrade or aggregate base course or on existing pavement to lines, grades and compacted thickness as indicated on the Plans and as necessary to restore all existing asphaltic concrete pavement disturbed during the course of the Work.

1.02 REFERENCES

A. State of California Department of Transportation Standard Specifications, 2018 (CALTRANS Standard Specifications).
   1. Section 37 - Bituminous Seals.
   2. Section 39 - Hot Mix Asphalt.
   3. Section 92 - Asphalts.
   4. Section 93 - Liquid Asphalts.
   5. Section 94 - Asphaltic Emulsions.

B. CALTRANS Standard Test Methods:
   1. Calif Test 202 - Sieve Analysis of Fine and Coarse Aggregates.
   2. Calif Test 304 - Preparation of Bituminous Mixtures for Testing.
   3. Calif Test 362 - Determining Asphalt Content in Bituminous Mixtures by Vacuum Extraction.
   4. Calif Test 375 - Determining the In-Place Density and Relative Compaction of AC Pavement.
   5. Calif Test 379 - Determining Asphalt Content in Bituminous Mixtures (Troxler Nuclear Gage Model 3241).

C. American Society for Testing and Materials (ASTM) Standards:
   1. ASTM D1557 - Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort.
   2. ASTM D1561 - Practice for Preparation of Bituminous Mixture Test Specimens by Means of California Kneading Compactor.

1.03 SYSTEM DESCRIPTION

A. This WORK shall consist of furnishing and mixing aggregate and asphalt binder at a central mixing plant, spreading and compaction of the mixtures as specified and as indicated on the Plans.

B. In general, asphalt concrete and asphalt concrete base shall conform to Section 39 “Hot Mix Asphalt” and all applicable referenced sections of the CALTRANS Standard Specifications.

1. Where conflicts exist, this specification shall govern.

1.04 DEFINITIONS

A. “Asphalt Concrete” as used by CALTRANS shall be considered the “Surface Course,” or the final lift of the pavement section.

B. “Asphalt Concrete Base” as used by CALTRANS shall be the remaining portion of the asphalt pavement section excluding the final lift.

C. “Asphalt Pavement” shall be the total pavement section of asphalt including Asphalt Concrete and Asphalt Concrete Base.

1.05 SUBMITTALS

A. Proposed Mix Design and Gradation of Materials.

B. Product data:
1. Asphalt.
2. Asphalt aggregate
3. Pavement reinforcing fabric.

C. Quality Control Submittals:
1. Test Results.
2. Certificate of Compliance.
3. Certificate of Competence.

D. Equipment List.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Asphalt Pavement Delivery:
1. Transport the mixture from the mixing plant to the point of use in vehicles having tight bodies previously cleaned of all foreign materials.
2. Treat bodies as necessary to prevent material from sticking to the bodies.
3. Cover each load with canvas or other suitable material of sufficient size and thickness to protect the asphalt mixture from the weather.

1.07 PROJECT CONDITIONS

A. Environmental Requirements:
1. Asphalt Concrete:
   a. Place asphalt concrete only when surface is dry, when atmospheric temperature in the shade is 40 degrees F and rising, or above 50 degrees F if falling.
   b. Do not place asphalt concrete when weather is foggy or rainy nor when base on which material is to be placed is in wet or frozen conditions or when, in

the opinion of the Engineer, weather conditions will prevent proper handling, finishing, compaction of the mixtures.

2. Prime Coat:
   a. Do not apply prime coat when atmospheric temperature is below 60 degrees F.
   b. Apply prime coat only when base course is dry or contains moisture not in excess of that which will permit uniform distribution and desired penetration.

PART 2 PRODUCTS

2.01 ASPHALT PAVEMENT MATERIALS

A. Asphalts:
   1. Asphalt Binder: Grade PG64-10 conforming to Section 92-1.02 “Grades” of the CALTRANS Standard Specifications.
   2. Prime Coat and Tack Coat: Grade SC-70, conforming to Section 93-1.01 of the CALTRANS Standard Specifications.
   3. Fog Seal: Asphaltic Emulsion, Grade SS-1h, conforming to Section 94-1.01 of the CALTRANS Standard Specifications.
   4. Slurry Seal: Asphaltic Emulsion, Grade CQS1h Cationic., conforming to Section 94-1.02E, and aggregate Type II conforming to Section 37-3 of the CALTRANS Standard Specifications.

B. Asphalt Aggregate:
   1. Aggregate for asphalt concrete shall conform to Section 39-1.02 of the CALTRANS Standard Specifications for Type A or B grading, 1/2-inch maximum.

C. Asphalt pavement shall be produced in a batch mixing plant, a continuous pugmill mixing plant, or drier-drum mixing plant.
   1. Mixing shall conform to Section 39-1.08 of the CALTRANS Standard Specifications.

2.02 AGGREGATE BASE COURSE

A. Aggregate base shall conform to Section 02722.

B. Aggregate Base Course shall be placed at the following locations:
   1. Under all asphalt pavement.

C. Compacted thickness of Aggregate Base Course shall be as indicated on the Plans.

2.03 EQUIPMENT

A. Spreading and Compacting Equipment:
   1. Spreading and compacting equipment shall conform to Section 39-3.03 and all applicable referenced sections, of the CALTRANS Standard Specifications.

2.04 SOURCE QUALITY CONTROL

A. The ENGINEER will perform sampling and tests of materials in accordance with California Test Method Number 304 and California Test Method Number 362 or 379, as applicable. Samples will be taken from materials as delivered to the site.

PART 3 EXECUTION

3.01 ASPHALT DEMOLITION

A. Asphalt shall be cut away, grinded, and/or milled to the depth and width as indicated on the Drawings in a manner that does not damage existing utilities and nearby pavement and concrete that is to remain. Removed asphalt and aggregate shall be disposed of by the contractor.

B. Streets that have been ground shall be overlaid within three (3) days of grinding operation. In the event that the CONTRACTOR cannot pave the streets that are ground within three calendar days, the CONTRACTOR shall be prohibited to grind any more streets and must complete all paving work.

3.02 PREPARATION

A. Preparation:
   1. Immediately prior to applying prime coat or tack coat, or immediately prior to placing the asphalt pavement when prime coat or tack coat is not required, the subgrade to receive asphalt pavement shall conform to the compaction requirement and elevation tolerances specified for the material involved and shall be cleaned to remove any loose or extraneous material.
   2. If the asphalt pavement is to be placed on an existing base or pavement which was not constructed as part of the contract, the CONTRACTOR shall clean the surface by sweeping, flushing or other means to remove all loose particles of paving, all dirt and all other extraneous material immediately before applying the prime coat or tack coat. If the asphalt pavement is to be placed against a vertical gutter face or other vertical surface, the CONTRACTOR shall roughen and clean vertical surface as required for proper bonding of asphalt immediately before applying prime coat or tack coat.

3.03 ADJUSTMENT OF UTILITY FRAMES AND COVERS TO GRADE

A. Utility frames and covers within an area to be paved or graded will be set by the CONTRACTOR with coordination with owners thereof to finished grade. Repaving required as a result of reconstructing or adjusting all manhole and vault frames and covers to grade shall be the responsibility of the CONTRACTOR and the cost thereof shall be included in the bid item for pavement. The CONTRACTOR shall remove all debris from the interior of utility riser and shall clean all foreign material from the top of the frames and covers.

B. The CONTRACTOR shall adjust utility riser/rings/covers within three (3) days after paving is done.

C. In the event that the CONTRACTOR fails to complete adjusting all manholes and other utility frames and covers within ten (10) days after the street is resurfaced, the CONTRACTOR shall cease all grinding and paving operations until all utility frames and covers are adjusted to finished grade or as directed by the ENGINEER.

D. Utility covers located outside of the paving areas shall not be adjusted to grade as part of this contract unless directed by the ENGINEER.

E. Utility structures extending 2 inches or more above the new subgrade shall be removed by the CONTRACTOR to the new subgrade before paving. Structures projecting less than 2 inches above the subgrade may be paved over and later adjusted to grade. All structures from which frames and covers have been removed to facilitate paving shall be temporarily covered with a steel plate by the CONTRACTOR. When this procedure is impractical, such as for large vaults, special structures, pressure manhole frames and covers, or where portland cement concrete pavement is to be constructed, all remodeling or reconstruction shall be completed to finish permanent surface prior to paving operations. The CONTRACTOR shall notify utility owners, at least 2 working days in advance, of the need to commence work required prior to paving operations and again for work required after paving operations. After the pavement has been completed, the necessary portions of the subgrade, base, and pavement shall be neatly removed, the structure built up, and the manhole frame set to be backfilled to within 1-1/2 inches of the surface with portland cement concrete. The CONTRACTOR shall fill the remaining 1-1/2 inches with an asphalt concrete wearing surface mixture to match the project surface course. This material shall be placed and compacted in a workmanlike manner to conform to the appearance of the surrounding pavement.

3.04 PRIME COAT AND TACK COAT

A. Prime Coat:
   1. A prime coat of liquid asphalt shall be applied on all surfaces of base course material to be paved.
   2. Prime coat shall be applied at a rate of 0.25 gallons per square yard, and shall conform to Section 93 of the CALTRANS Standard. Specifications for the distributor application of the grade of liquid asphalt being used.

B. Tack Coat:
   1. A tack coat of asphaltic emulsion shall be applied to all vertical surfaces of existing pavement, curbs, gutters, and construction joints in the surfacing against which additional material is to be placed, or as otherwise specified herein.
   2. Tack coat shall be applied in one application at a rate of 0.1 gallons per square yard of surface covered.

3.05 ASPHALT PAVEMENT

A. Asphalt Pavement thickness section shall be 4-inches minimum or match existing pavement thickness (whichever is greater).

B. Placing materials in a windrow, then picking it up and placing it in the asphalt paver with loading equipment will not be permitted.

C. Unless lower temperatures are directed by the ENGINEER, asphalt concrete shall be spread, and the first coverage of initial or breakdown compaction shall be performed when the temperature of the mixture is not less than 250 degrees F, and all breakdown compaction shall be completed before the temperature of the mixture drops below 205 degrees F.

D. Asphalt pavement shall be spread and compacted in the number of layers and of the thicknesses indicated in the following table:
   1. A thickness tolerance of ±0.1 inches is allowed for asphalt concrete.
   2. A total thickness tolerance of ±0.2 inches is allowed for asphalt concrete base.
   3. Permeable pavement shall be 2.5 inches thick.

Total Thickness Indicated on Plans(1)	Number of Lifts	Top Layer Thickness		Next Lower Layer Thickness		All Other Lower Layer Thicknesses	
		Min	Max	Min	Max	Min	Max
< 2¾"	1	-----	-----	-----	-----	-----	-----
3"	2	1¼"	1½"	1¼"	1½"	-----	-----
3¼" - 4¾"	2	1¾"	2¼"	1¾"	3"	-----	-----
> 5"	(2)	1¾"	2¼"	1¾"	3"	1¾"	4¾"

(1) When pavement reinforcing fabric is shown to be placed between layers of asphalt pavement, the thickness of asphalt pavement above the pavement reinforcing fabric shall be considered to be the "Total Thickness Indicated on the Plans" for the purpose of spreading and compacting the asphalt pavement above the pavement reinforcing fabric.

(2) At least two layers shall be placed if the total thickness is less than 5". At least three layers shall be placed if the total thickness is more than 5", and less than 10½". At least four layers shall be placed if the total thickness is greater than 10½".

E. A layer shall not be placed over another layer which exceeds 3 inches in compacted thickness until the temperature of the layer which exceeds 3 inches in compacted thickness is less than 160 degrees F at mid depth.
   1. If the temperature of any layer drops below 140 degrees F, or if directed by the ENGINEER, apply tack coat before placing next layer.

F. Unless otherwise indicated on the Plans, asphalt mixtures shall not be handled, spread or windrowed in a manner that will stain the finished surface of any pavement or other improvements.

G. The completed mixture shall be deposited on the prepared subgrade at a uniform quantity per linear foot, as necessary to provide the required compacted thickness without resorting to spotting, picking-up or otherwise shifting the mixture.

H. Spreading:
   1. All layers of asphalt pavement shall be spread with an asphalt paver and shall conform to Section 39-3.03 and all applicable referenced sections of the CALTRANS Standard Specifications.

2. At locations where the asphalt pavement is to placed over areas inaccessible to spreading and rolling equipment, all layers of asphalt pavement shall be distributed directly out of the back of the dump truck and spread by hand.
    a. Asphalt pavement spread by hand shall be compacted thoroughly to the required lines, grades and cross-sections by means of pneumatic tampers, or by other methods that will produce the same degree of compaction as pneumatic tampers.

I. Compaction:
1. Compaction of asphalt pavement shall conform to Section 39-3.03 and all applicable referenced sections of the CALTRANS Standard Specifications.
2. Minimum required density for each layer of asphalt pavement shall be 95 percent of that obtained in the laboratory according to ASTM Test Method D-1561.
3. Vibratory compaction equipment shall not be used irrespective of the Standard Specifications.

J. Segregation shall be avoided and the surfacing shall be free of pockets of coarse or fine material. Asphalt pavement containing hardened lumps shall not be used.
1. In areas inaccessible to paving and compacting equipment where spreading is done by hand, minimize the amount of segregation.

K. Location of longitudinal joints in the top layer will be determined by the Engineer and shall not adversely affect the quality of the finished product.

L. At all locations, or as directed by the ENGINEER, the asphalt concrete shall be square and at least 1 inch thick when conforming to existing surfacing. Tapering or feathering is not allowed.

3.06 SLURRY SEAL

A. Slurry Seal shall be mixed and spread in conformance with Section 37-3 of the CALTRANS Standard Specifications.

3.07 FIELD QUALITY CONTROL

A. The CONTRACTOR shall control the quality of WORK and shall provide adequate testing to assure compliance with these Specifications.
1. The CITY will arrange and pay for samples to be taken to determine conformance with stability, density, thickness and other specified requirements. The CONTRACTOR shall replace the pavement where samples are removed.

B. All asphalt pavement shall match the grades indicated on the Plans and shall be completely free from unintended hollows and high spots.

1. After completion of paving work, all paving shall be flooded with water. Any ponding that results in standing water greater than 3/4 inches in depth shall be ringed with chalk. Such hollows shall be corrected by removing and replacing the asphalt concrete. The asphalt concrete patch shall be square and at least 1 inch thick when conforming to existing surfacing. Tapering or feathering is not allowed.

C. The City will arrange and pay for in-place density and compaction tests of the completed pavement in accordance with California Test Method Number 375, to determine compliance with the specified requirements.
   1. If compaction fails to meet specified requirements, the CONTRACTOR shall perform remedial work to meet the specified requirements.
   2. Retesting:
      a. Costs of Retesting: Costs of any retesting required to confirm and verify that remedial work has brought compaction within specified requirements shall be borne by the CONTRACTOR.
      b. CONTRACTOR is responsible for compliance testing of remedial work.
      c. Confirmation Tests during performance of remedial work will be performed in a manner acceptable to the Engineer.

D. Cracks, settling of surface, improper drainage, improper compaction, and sloppy connection to previously laid surfaces will be construed as improper workmanship and will not be accepted.

3.08 MAINTENANCE OF PAVEMENT

A. Upon completion of final rolling, traffic shall not be permitted on the finished pavement for at least 6 hours, or until the asphalt pavement has cooled sufficiently to withstand traffic without being deformed.

3.09 WORKMANSHIP AND WARRANTY

A. Contractor shall provide written warranty against defects in materials or workmanship for a period of not less than 1 year upon completion of Work.

*****END OF SECTION*****

SECTION 02750
PAVEMENT MARKINGS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: All Pavement and Concrete paint, markings, and reflectors.

B. Related Sections:
   1. Section 02742 – Asphaltic Concrete Paving
   2. Section 02743 – Asphaltic Concrete Paving – Caltrans
   3. Section 02772 – Concrete Curbs, Gutters, and Sidewalks

1.02 REFERENCES

A. State of California Department of Transportation Standard Specifications, latest edition (CALTRANS Standard Specifications).
   1. Section 84 –Markings

1.03 WORK RESTRICTIONS

A. Prior to the removal of any of the existing traffic control delineation and markings, the CONTRACTOR shall document existing striping configuration including lane width, type of details, arrows, markings and legends and any other existing delineation for reinstallation. The CONTRACTOR shall take whatever action is necessary to ensure that said delineation can be accurately replaced at its previous location upon completion of paving operations.

B. If on those streets not designated to be resurfaced, the existing traffic control system is impacted construction activities, the CONTRACTOR shall install traffic tape or paint until the permanent traffic control system can be replaced by the CONTRACTOR.

C. The CONTRACTOR shall provide temporary stop legend and cross-walk replacement as necessary until the permanent installation has been done per direction of the ENGINEER.

1.04 SUBMITTALS

A. The CONTRACTOR is required to provide shop drawings and/or submittals for the following items listed:
   1. Thermoplastic Striping Paint

1.05 QUALITY ASSURANCE

A. The CONTRACTOR warrants and guarantees that all material and equipment used or furnished, and all workmanship are of the type and quality specified herein. The CONTRACTOR further guarantees that any latent fault in construction or defective material discovered within one year after acceptance of the work shall be remedied by him without cost to the CITY, upon written notice given to him. Other subsequent latent defects shall be covered by responsibilities set forth in the law.

B. In the event of failure to comply with the above-mentioned conditions within a reasonable time after notice, the CITY will have the defects repaired and made good at the expense of

the CONTRACTOR, who agrees to pay the costs and charges therefore immediately upon demand.

PART 2 MATERIALS

2.01 PAINT AND PROTECTIVE COATINGS FOR TRAFFIC STRIPING, PAVEMENT MARKING, CURB MARKING, AND RELFLECTIVE MARKERS

A. Paint shall conform to the provisions of Section 84 of Caltrans Specifications. Thermoplastic paints are required on this project.

B. Paint Colors:
   1. Text: White
   2. Parking Dividers: White
   3. No Parking Curb: Red
   4. Directional Arrows: White
   5. Driving Lane Dividers: White
   6. Intersection Stop Lines: White
   7. Crosswalk Lines: White
   8. Road Centerlines: Yellow

C. Pavement Markers shall conform to the provisions of Section 85 of Caltrans Specifications.

D. Reflective Markers shall conform to ASTM D7888 Grade 8. Location and type of markers shall conform to Caltrans standard drawings.

PART 3 EXECUTION

3.01 PAINT AND PROTECTIVE COATINGS FOR TRAFFIC STRIPING, PAVEMENT MARKING, AND CURB MARKING

A. Application of striping, marking, and setting pavement markers shall conform to Sections 84 of Caltrans Specifications, in addition to the requirements in this Section.

B. Remove dirt, oil, grease, and other materials which may affect paint adhesion.

C. Apply paint with specifically designed and manufactured equipment for pavement marking. Provide:
   1. Uniform straight edges without overspray.
   2. Six-inch-wide lines, unless indicated otherwise.

D. Apply paint to obtain thickness recommended by paint manufacturer.

E. Replace removed or damaged control markings, including striping, directional arrows, cross walks, lettering, symbols, and reflective markers in accordance with Caltrans standards. Use stencils for arrows, lettering, and symbols.

*****END OF SECTION*****

SECTION 02760
CLOSED CIRCUIT TELEVISION (CCTV) INSPECTION

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Closed circuit television (CCTV) inspection of sanitary sewer and storm drain pipes.

B. Related Sections:
   1. Section 02700 – PVC Pipe and Fittings
   2. Section 02710 – HDPE Pipe and Fittings
   3. Section 02730 – Corrugated HDPE Pipe and Fittings

1.02 DEFINITIONS

A. NASSCO: National Association of Sewer Service Companies.

B. PACP: Pipeline Assessment Certification Program.

C. MACP: Manhole Assessment and Certification Program

1.03 SUBMITTALS

A. Inspections on hard drive at the completion of inspection:
   1. Inspection videos saved in MPEG format or Windows Media video format.
   2. Electronic version (.pdf) of the pipe inspection reports.
   3. PACP export pipe inspection database (.mdb).
   4. Inspection digital photographs in JPEG format.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Storage and Protection: Protect from segregation and excessive moisture during delivery, storage, and handling.

1.05 REQUIREMENTS

A. Contractor shall CCTV inspect before construction of all gravity sewer pipes that will be replaced, relocated, or re-routed to confirm location of active lateral connections. Contractor shall CCTV inspect all new gravity sewer and storm drain pipes post construction.

PART 2 PRODUCTS

2.01 EQUIPMENT

A. Closed Circuit Television Camera:
   1. The television camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection with an accurate footage counter. Lighting for the

camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The rotating camera and lighthead configuration shall provide 240 degrees of pan and tilt angle measuring centerline to centerline and 70-degree lens viewing angle.

2. The camera shall be color and shall provide a minimum of 1280H x 720W pixels for a total of 921,600 pixels at 30 frames per second resolution. Geometrical distortion of the image shall not exceed one percent (1%).
3. The color camera shall be equipped with the necessary circuitry to allow for the remote adjustment of the optical focus and iris from the power control unit at the viewing station.

B. Video Capture System:

1. The video and audio recordings of the sewer inspections shall be made using digital video equipment. A video enhancer may be used in conjunction with, but not in lieu of, the required equipment. The digital recording equipment shall capture sewer inspection on hard drive, with each sewer reach inspection recorded as an individual movie file (.MPEG, .MPG, or .WMV) or approved equal.
2. The video file name shall contain both the upstream and downstream manhole number and date of inspection.
3. The video file names will be referenced in the inspection database and in an inspection, report generated in PDF format. The pipeline collection and real time video capture and data acquisition systems shall be provided.
4. The system shall use the most current PACP compliant application software and shall be fully object oriented or approved equal. It shall be capable of printing pipeline inspection reports with captured images of defects or other related significant visual information on a standard color printer.
5. The imaging capture system shall store digitized color picture images and be saved in digital format on a hard drive or approved equal storage device. Also, this system shall have the capability to supply the City with inspection data reports for each line segment.
6. The contractor's equipment shall have the ability to "Link". “Linking” is defined as storing the video time frame code with each observation or defect with the ability to navigate from/to any previously recorded observation or defect instantaneously.
7. The system shall be able to produce data reports to include, at a minimum, all observation points, and pertinent data. All data reports shall match the defect severity codes in accordance with PACP naming conventions.
8. Camera footage, date, & manhole numbers shall be maintained in real time and shall be displayed on the video monitor as well as the video character generators illuminated footage display at the control console.
9. The audio portion shall be sufficiently free of background and electrical noise so as to produce an oral report that is clear and discernible.
10. Acceptable Inspection software includes Pipeline Observation System Management (POSM) or approved equal.
11. The CCTV equipment/software shall be capable of producing digitized images of all sewer line defects, manhole defects, and sewer line service connections in .jpeg format. CONTRACTOR shall plan to take digital still images of each defect, construction features and service connection to clearly depict it. More images may be necessary depending upon the condition of the pipe.

2.02 REPORTING CAPABILITIES

A. The following information is mandatory for all inspections:

1. Inspection Information – Refers to the area of pipe to be inspected between two manholes or the address of the lateral to be inspected.

a. Project Name;
b. Surveyed by (Operator/Surveyor's name);
c. Operator/Surveyor Certificate number;
d. Date;
e. Time;
f. Street Name and Number;
g. Additional Location Information (e.g. backyard, parking lot, etc.);
h. Upstream Manhole Number (City standard Asset Number);
i. Upstream MH rim to invert (depth);
j. Downstream Manhole Number (City standard Asset Number).
k. Downstream MH rim to invert (depth).
l. Direction of inspection (Upstream or Downstream).
m. Flow control (e.g. plugged, lift station, bypassed, not controlled).
n. Type of Pipe;
o. Pipe Size;
p. Pipe Material;
q. Lining Material (for lined sewers);
r. Purpose of Inspection (pre-construction, post construction, etc.)
s. Pre-Cleaning (jetter, heavy cleaning, no pre-cleaning);
t. Weather;
u. Additional information/Comments

2. Observation Data – Refers to the portion of pipe where an observation is discovered. Observations shall be noted by text descriptions and defect code number using PACP defects codes, still frame pictures and video clips captured and recorded. Each observation shall include the following:
    a. Actual observation footage;
    b. Location and clock position of any defects;
    c. Location and clock position of any connection;
    d. Code (Group/Descriptor/Modifier/Severity)
    e. Whether it is a continuous defect
    f. Whether the defect occurs at a joint
    g. Severity level;
    h. Counter;
    i. Final footage;
    j. Video clip ID for each observation
    k. Image reference (file name of photos)
    l. Remarks (as appropriate or needed)
3. Formats - Standard and/or custom designed reports shall have the following formats available and shall be able to be produced in hard copy or viewed on the monitor.
    a. Site Observation: Displays detailed site observation reports in landscape or portrait views.
    b. Directory Report: Displays a list of all the projects sorted by manhole number
    c. Picture Reports: Displays site data and include full size single photos or half size double photos of discrepancies
    d. Pipe Run: Displays a graphical display of the site indicating footage, observations, and comments.
    e. Project Data: Displays the project, client, and contractor information.
    f. Custom Sort: Creates user-defined reports of selected site, project, and observation data.

PART 3 EXECUTION

3.01 GENERAL

A. Sewers pipes shall be cleaned by contractor within 24 hours prior to performing inspection.

B. Inspection of newly installed sewers (not yet in service) shall not begin prior to completion of the following:
   1. Deflection pipe testing
   2. All manhole work, including installation of inverts
   3. Installation of all lateral services

C. After the sewer main and/or lateral cleaning operation is completed, the line sections shall be visually inspected internally by means of color closed-circuit television. The television inspection shall be performed one line section at time.

D. The camera shall pan the periphery of the start and finish manhole from casting to invert. To achieve this, the CCTV camera operator shall pan and zoom the manhole to obtain the best possible image of the manhole, including the wall, cone, and chimney section(s).

E. The depth of each manhole shall be measured to the nearest $1/10^{th}$ of a foot and documented on the inspection forms. Estimates of manhole depths will not be accepted.

F. The CCTV camera shall be positioned as close to the spring line as possible while maintaining the required equipment stability.

G. Wherever possible the inspections shall be performed in the upstream to downstream direction. All sewer segments shall be recorded in a logical order in the same direction they are cleaned and televised.

H. When sewer conditions prevent forward movement of the camera, the camera shall be withdrawn, and CONTRACTOR shall televise the line from the opposite direction.

I. The camera shall be directed through the sewer in a downstream direction, with the flow, at a uniform, slow rate. In no case will the video camera record while moving at a speed greater than 30 feet per minute. If, during the course of the project, the inspection is rejected due to camera speeds exceeding 30 feet per minute, the inspection recordings shall be redone, at no additional cost to the City.

J. Flow levels within existing sewers to be inspected shall not exceed 5% of the pipe diameter. If water levels prevent adequate televising of the sewer, then conducting the work during low flow periods or other methods like plugging and bypass pumping shall be implemented.

K. For inspection of new sewers (not yet in service), the CONTRACTOR shall introduce clean water into the upstream manhole and keep water flowing until flow is observed at the downstream manhole location.

L. The survey unit shall be slowed, stopped, or backed-up to perform detailed inspections of significant features. The camera shall be stopped at all defects, changes in material, water level, size, side connections, manholes, junctions, or other unusual areas. When stopped at the defect or

feature, the operator shall pan the camera to the area and along the circumference of the pipe. When stopped at a connection the camera shall pan to look into the connected pipe.

M. The camera unit shall be paused long enough at areas suspected of leaking to determine if a leak exists currently or if deposits have occurred.

N. The operator shall also record audio of the type of defect or feature, clock position, footage, extent, or other pertinent data.

O. Audio shall be recorded during each inspection by the operating technician, and shall include the sewer location (address), identification of beginning and terminating manholes, inspection direction, length of inspection, side sewer identification, flow information, complete descriptions of the sewer line conditions as they are encountered, reason for termination, and other relevant commentary to the inspections. Voice descriptions should be made:
    1. At points of pipe failure or weakness,
    2. At points of infiltration,
    3. At service connections,
    4. Where unusual conditions are noted, and
    5. Where digital still photos are taken

P. Audio reports shall include the distance traveled on the specific run, a description of abnormal conditions in the sewer and side sewer connections as they are encountered, explanations for pausing, backing up, or stopping the survey, and the final measured center to center distances between consecutive manholes. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Audio dubbing after the inspection is prohibited.

Q. If the video and/or audio recording is of poor quality, the City has the right to require a re-submittal of the sewer and no payment will be made until an acceptable video and audio recording is made and accepted by the City.

R. The contractor shall be responsible for all traffic control measures required to perform the work.

3.02 PRE-CONSTRUCTION INSPECTION

A. Procedure:
    1. Prior to construction the entire existing gravity sewer line (from manhole to manhole) shall be televised. The pre-construction inspection shall be used to determine lateral locations and depths.
    2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit documentation. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and power rewinds or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the contractor shall set up his equipment so that the inspection can be performed from the opposite manhole (reverse set-up).
    3. When manually operated winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication shall be set up

between the two manholes of the section being inspected to insure good communication between members of the crew.

4. The importance of accurate distance measurements is emphasized. The location of laterals shall be within one (1) foot.
5. During the internal inspection, the television camera shall be temporarily stopped at each lateral along the line. The contractor shall record the location. Flows from service connections that are determined to be infiltration/inflow shall also be recorded.

B. Documentation:

1. Television Inspection Logs - Printed location records shall be kept by the contractor and will clearly show the location in relation to an adjacent manhole of each lateral. In addition, other points of significance such as locations of unusual conditions, roots, storm sewer connections, broken pipe, presence of scale and corrosion, and other discernible features will be recorded and a copy of such records shall be supplied to the City. The contractor shall record all visuals observations on a "Television Inspection Report" form.
2. Once recorded, the digital data shall be labeled and become the property of the City. The contractor shall have all readings and necessary playback equipment readily accessible for review by the City during the project.
3. The Contractor shall deliver pre-construction inspections to the City for review prior to proceeding with the proposed work.

3.03 POST CONSTRUCTION INSPECTION

A. Procedure:

1. After the pipe installation has been completed, the entire sewer line from manhole to manhole shall be televised. The post construction inspection shall be used to determine whether or not all of the approved sewer line defects and infiltration sources previously located have been fully repaired to the satisfaction of the City.
2. All new gravity sewer and storm drain pipes shall be CCTV inspected to the extent feasible.
3. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, power rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the contractor shall set up his equipment so that the inspection can be performed from the opposite manhole or direction. (reverse-setup)
4. When manually operated winches are used to pull the television camera through the line, telephones, radios or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communication between members of the crew.
5. The importance of accurate distance measurements is emphasized. The location of defects shall be within one foot.
6. During the internal inspection, the television camera shall be temporarily stopped at each repair. The camera shall also be stopped at any unnoticed or non-repaired point source of infiltration.

3.04 SEWER BYPASSING AND DEWATERING

A. Contractor shall be responsible for bypassing sewer flow around his work and dewatering of sewer lines in accordance with the requirements of Section 01531. Where sags or submerged sections of the sewer are encountered during TV inspection, the contractor shall first complete inspection of the entire reach to determine the extent of such areas prior to dewatering the sewer. Dewatered sections of the sewer shall then be TV inspected.

B. On all sewer mains which have sags or dips, to an extent that the television camera lens becomes submerged during the television inspection, the contractor shall use a high pressure cleaner to draw the water out of the pipe, or other means, to allow inspection of the pipe and identification of pipe defects, cracks, holes and location of service connections.

3.05 LINEAR MEASUREMENT

A. The CCTV camera location footage counter shall be zeroed at the beginning of each inspection. The survey unit location entered on the footage counter at the start of the inspection shall allow for the distance from the accepted start of the length of the sewer to the initial point of observation of the camera (pre-set footage). In the case of resuming an inspection at an intermediate point within a sewer reach, the footage counter shall be set to start at the distance from the upstream maintenance hole to that point, as previously recorded by the counter. The CONTRACTOR shall ensure that the footage counter starts to register immediately when the survey unit starts to move.

B. The lateral camera shall be pushed from cleanouts to the sewer main and be equipped with a footage counter to display and record inspection footage. Maximum rate of travel shall be 30 feet per minute when recording.

C. Prior to commencing inspections, the CONTRACTOR shall demonstrate compliance with the linear measurement tolerance specified below:
   1. After the sewer line rehabilitation has been completed, the entire sewer line from manhole to manhole shall be televised. The post construction inspection shall be used to determine whether or not all of the approved sewer line defects and infiltration sources previously located have been fully repaired to the satisfaction of the City.
   2. The camera shall be moved through the line in either direction at a moderate rate, stopping when necessary to permit documentation of the sewer's condition. In no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, power rewinds, or other devices that do not obstruct the camera view or interfere with proper documentation of the sewer conditions shall be used to move the camera through the sewer line. If, during the inspection operation, the television camera will not pass through the entire manhole section, the contractor shall set up his equipment so that the inspection can be performed from the opposite manhole or direction. (reverse-setup)

3.06 CCTV MONITOR DISPLAY

A. The images displayed on the CCTV monitors will be a view of the pipe above the water surface as seen by the CCTV camera as the unit is conveyed through the sewer.

B. The camera lighting shall be fixed in intensity prior to commencing the survey and the white balance set to the color temperature emitted. In order to ensure color constancy, no variation in illumination shall take place during the survey.

C. The video equipment shall be checked using an approved test card with a color bar prior to commencing each day's survey. The camera shall be positioned centrally and parallel to the test card at a distance where the full test card just fills the monitor screen. The card shall be illuminated evenly and uniformly without any reflection.

3.07 DATA DISPLAYS

A. The CCTV images shall include an initial data display that identifies the sewer reach being surveyed and a survey status display that provides continuously updated information on the location of the survey unit as the survey is being performed. These data displays shall be in alphanumeric form. The size and position of the data shall not interfere with the main subject of the monitor picture.

B. The on-screen display should be white during inspections where the background behind the display is dark and, conversely, black where the background is light.

C. At the beginning of each reach of sewer being inspected, the following information shall be electronically generated and displayed on the CCTV monitors as well as included in the audio track:
1. Date of survey
2. Inspection company name and inspector
3. Street name or location
4. Manhole number to manhole number (in order of inspection)
5. Direction of survey (upstream or downstream)
6. Time of start of survey

D. During inspections, the following information shall be electronically generated, automatically updated, and displayed on the CCTV monitors:
1. Survey unit location in the sewer line in feet and tenths of feet from adjusted zero
2. Sewer diameter
3. Upstream and downstream manholes reference numbers as per approved drawings

3.08 MANHOLE NUMBERING AND DEFECT CODES

A. The Contractor will be required to use the manhole numbering as shown on the contract drawings.

B. The defect codes, inspection forms, inspection database and inspection protocols shall be in accordance with the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP).

*****END OF SECTION*****

SECTION 02770
SANITARY SEWER TESTING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Testing of sanitary sewer systems.

B. Related Sections:
   1. Section 02318 – Trenching.
   2. Section 02700 – Polyvinyl Chloride (PVC) Pipe and Fittings
   3. Section 02710 – High Density Polyethylene (HDPE) Pipe and Fittings
   4. Section 02760 – Closed Circuit Television (CCTV) Inspection
   5. Section 02900 – Cured in Place Pipe (CIPP)
   6. Section 03300 – Cast in Place Concrete
   7. Section 03400 – Precast Concrete

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. C 969 – Standard Practice for Infiltration and Exfiltration Acceptance Testing of Installed Precast Concrete Pipe Sewer Lines
   2. C 1091-03a – Test Method for Hydrostatic Infiltration Testing of Vitrified Clay Pipe Lines
   3. F 1417 – Standard Practice for Installation Acceptance of Plastic Non-pressure Sewer Lines Using Low-Pressure Air
   4. F 2164 – Standard Practice for Field Leak Testing of Polyethylene (PE) and Crosslinked Polyethylene (PEX) Pressure Piping Systems Using Hydrostatic Pressure
   5. D 3034 – Specification for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings
   6. F 1667 – Guide for Construction Procedures for Buried Plastic Pipe

B. Uni-Bell PVC Pipe Association
   1. B-6 – Recommended Practice for low Pressure Air Testing of Installed Sewer Pipe

PART 2 PRODUCTS

2.01 GENERAL

A. Mandrels, temporary plugs, bypass pumping, low-pressure testing equipment and all other necessary materials shall be provided by the Contractor, subject to the City's approval. All testing shall be performed by the Contractor in the presence of the City's representative. No materials shall be used which would be injurious to the public, personnel, adjacent improvements, or the pipeline.

2.02 PRESUUSRE GAUGES

A. Pressure gauges shall be laboratory-calibrated test gauges and shall be recalibrated by a certified laboratory prior to the leakage test. Gauge shall be easy to read in no more than one (1) pound per square inch (psi) increments and have a maximum full-scale range of five (5) psi.

PART 3 EXECUTION

3.01 PIPE SHAPE AND DEFLECTION TESTING FOR GRAVITY SEWER

A. Deflection testing shall be performed after the trench has been completely backfilled and compacted.

B. Newly installed pipe (8) inches in diameter or larger gravity sewer pipe shall be tested for deflection, joint displacement, or other obstruction by passing a rigid mandrel through the pipe.

C. The mandrel shall be a full circle, rigid, non-adjustable, an odd-numbered leg (9 leg minimum), approved by the Engineer as to design and manufacturer. Mandrel size shall meet the minimum requirements set forth in ASTM D 3034 and ASTM F 679. The circular cross section of the mandrel shall have a diameter of at least ninety five percent (95%) of the specified average inside diameter of the pipe and the minimum length of the circular portion of the mandrel shall be equal to the nominal diameter of the pipe.

D. Where obstructions and excessive deflection are encountered by the mandrel, the Contractor shall remove, replace, and retest the deficient section. Re-rounding will not be allowed.

3.02 LEAKAGE TESTING FOR GRAVITY SEWER

A. Pipe leakage testing shall be performed after the pipe has been installed and prior to replacing laterals in accordance with ASTM F1417.

B. Testing shall be performed in the presence and under the direction of the City or its appointed Representative, prior to re-connecting laterals.

C. All plugs shall be adequately braced and restrained to support the full load developed. No workers shall be allowed in the excavation or manhole while the line is under pressure. The Contractor shall make provisions for reading the pressure at the ground surface and for safely releasing the air pressure without entering the manhole or excavation.

D. If any leaks are found, the air pressure shall be released, the leaks eliminated, and the test procedure re-started.

E. The following procedure shall be used for air testing:
   1. Plug all pipe outlets with suitable test plugs. Brace each plug securely.
   2. If the pipe to be tested is submerged in groundwater, insert a pipe probe by boring or jetting into the backfill material adjacent to the center of the pipe, and determine the pressure in the probe when air passes slowly through it. This is the backpressure due to groundwater submergence over the end of the probe. All gauge pressures in the test shall be increased by this amount.

3. Add air slowly to the portion of the pipe being tested until the internal pressure is raised to 4.0 psig.
4. After an internal pressure of 4.0 psig is obtained, allow at least two (2) minutes for air temperature to stabilize, adding only the amount of air required to maintain pressure between 3.5 to 4.0 psig. After two (2) minute period, disconnect the air supply.
5. Check exposed pipe and plugs for abnormal leakage by coating with a soap solution. If any leakage is observed, bleed off air and make necessary repairs.
6. Begin the test period. In no case shall the air pressure within the line be less than 3.5 pounds per square inch at the beginning of the test period.
7. Main Sewers:
   a. If the pressure drop during the required test period equal to or less than 1 psi (6.9 kPa), the line has passed. If the pressure drop is greater than 1 psi (6.9 kPa) during the test time, the line has failed the test.
   b. The required test time shall be based on the diameter and length of pipe to be tested and in accordance with the following:

Minimum Test Time for Various Pipe Sizes			
Nominal Pipe Size (inches)	Minimum Time (min:sec)	Length for Min. Time (ft)	Test Time (sec/1 ft.)
6	5:40	398	0.854
8	7:34	298	1.520
10	9:26	239	2.374
12	11:20	199	3.418
15	14:10	159	5.342
18	17:00	133	7.692

   c. At the City's option, one half of the test time specified above may be used with a maximum pressure drop of 0.5 psi (3.45kPa).

F. **TEST REPORT:** Contractor shall prepare and submit a report detailing all pipes tested. The report shall include the pipe location, pipe size, upstream and downstream manhole ID, testing date, testing pressure, pressure drop, test time, and test date. The report shall be submitted to the City within one week of performing the test. The City will review the report and if acceptable the City will sign the report for acceptance of the test.

3.03 ALLOWABLE PIPELINE SAG FOR GRAVITY SEWER

A. For new gravity sewer piping installed with open trench construcion, if it is determined that a sag is present during the post-installation CCTV inspection and the sag depth is equal to or greater than ten (10) percent of the new pipe inside diameter, the contractor shall repair the sag at no additional cost to the City.

B. The Contractor shall re-perform testing as specified herein and post-installation CCTV inspection after the pipeline sag has been repaired. All costs associated with re-testing and re-inspection of the pipeline shall be borne by the Contractor.

3.04 MANHOLE TESTING

A. All new concrete manholes shall be vacuum tested by the Contractor for leakage after installation and prior to backfilling. Testing shall be performed in the presence and under the direction of the City or its appointed Representative.

B. Prior to vacuum testing, all manholes shall be visually inspected. All defects shall be repaired by the Contractor, with grout, to the satisfaction of the City or the City's Representative.

C. All pipes entering the manhole shall be sealed at a point outside the manhole walls so as to include testing of the pipe/manhole joints.

D. A vacuum of ten (10) inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test hood closed and the vacuum pump shut off. The manhole shall be deemed to have passed the test if the vacuum drop is less than one (1) inch of mercury during the required test period. The minimum duration of the test period shall be based on the inside diameter of the manhole and shall conform to the following table:

Vacuum Test Time for Manholes	
Manhole Inside Diameter (inches)	**Test Time (seconds)**
48	60
60	75

E. If the manhole does not pass the vacuum testing, then the Contractor shall either replace the manhole or make the necessary repairs and re-test at no additional Cost to the City.

F. **TEST REPORT:** Contractor shall prepare and submit a report detailing all manholes tested. The report shall include the manhole location, manhole ID, testing date, testing pressure, pressure drop, test time, and test date. The report shall be submitted to the City within one week of performing the test. The City will review the report and if acceptable the City will sign the report for acceptance of the test.

3.05 CCTV VIDEO INSPECTION

A. All new gravity sewer mains and storm drains shall be visually inspected using CCTV video inspection in accordance with specification Section 02760.

*****END OF SECTION*****

SECTION 02772
CONCRETE CURBS, GUTTERS, AND SIDEWALKS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes: Concrete curbs, gutters, sidewalks, and driveways to replace those demolished or damaged during construction

B. Related Sections:
   1. Section 02200 - Excavation and Backfill.
   2. Section 02722 - Aggregate Base.
   3. Section 03100 - Concrete Formwork and Accessories.
   4. Section 03300 - Cast-In-Place Concrete.

1.02 SUBMITTALS

A. Product Data: Submit data completely describing all products to be used.

1.03 PROJECT CONDITIONS

A. Any concrete flatwork damaged during the course of construction, including transportation and delivery, shall be replaced to that flatwork's pre-existing condition or better.

B. Contractor shall be responsible for all field measurements necessary to meet these specifications.

PART 2 PRODUCTS

2.01 MATERIALS

A. Concrete: Shall conform to the applicable requirements of Section 03300. All sidewalk and curb concrete shall contain 1 lb. of lamp black per cubic yard.

B. Curb Finishing Mortar: 1-part Portland cement to 2 parts sand.

C. Form Release Material: Light oil or other releasing agent of concrete type that does not discolor concrete or interfere with the application of finishing mortar to curb tops and faces.

D. Joint Materials:
   1. Expansion: Comply with requirements as specified in Section 03100.
   2. Construction: Steel dividers or plastic inserts.

PART 3 - EXECUTION

3.01 EXAMINATION

A. Verification of Conditions:

1. Verify field conditions, including subgrade condition and interferences, before beginning construction.

3.02 DEMOLITION

A. Concrete Removal:
   1. Concrete shall be removed to neatly saw cut edges at the nearest existing score line unless directed otherwise by the Engineer.

3.03 PREPARATION

A. Surface Preparation:
   1. Subgrade:
      a. Construct and compact true to grades as specified in Section 02200.
      b. Remove soft or unsuitable material to depth of not less than 6 inches below subgrade elevation and replace with satisfactory material.
   2. Forms and Subgrade: Water immediately in advance of placing concrete.

3.04 INSTALLATION

A. Special Techniques:
   1. Contractor's Option:
      a. Construct concrete curbs and gutters by conventional use of forms, or by means of curb and gutter machine when acceptable to the Engineer.
      b. When use of machines designed specifically for work of this Section are accepted by the Engineer, results must be equal to or better than those produced by use of forms.
      c. Applicable requirements of construction that apply to use of forms also apply to use of machines.
      d. Discontinue use of machines when results are not satisfactory to the Engineer.

B. Reinforcement:

   1. Drill 5/8-inch diameter holes, 6-inches deep, on 24-inches on center along the face of the saw cut concrete and install 12-inch long #4 rebar into the drilled holes and secure with epoxy.

C. Forms:
   1. Carefully set to line and grade and securely stake in position forms conforming to dimensions of items to be constructed.
   2. Thoroughly clean prior to each use and coat with form releasing material.

D. Expansion and Contraction Joints:
   1. Expansion Joints:
      a. Construct vertically, and at right angles to centerline of street and match joints in adjacent pavement or sidewalks.
      b. Constructed at radius points, driveways, alley entrances, and at adjoining structures.
      c. Fill joints with expansion joint filler material.
   2. Contraction Joints:

a. Constructed not more than 15 feet apart.
b. Make joints of construction joint material, scoring or saw cutting to depth of not less than 1-1/2 inches and matching joints in adjacent pavement or sidewalk.

E. Concrete:
1. Placing:
a. Thoroughly spade concrete away from forms so that no rock pockets exist next to forms and so that no coarse aggregate will show when forms are removed.
2. Compacting:
a. Compact by mechanical vibrators accepted by the Engineer.
b. Continue tamping or vibrating until mortar flushes to surface and coarse aggregate is below concrete surface.
3. Form Removal:
a. Front Form Faces: Do not remove before concrete has taken initial set and has sufficient strength to carry its own weight.
b. Gutter and Rear Forms: Do not remove until concrete has hardened sufficiently to prevent damage to edges.
4. Finishing and Curing:
a. As soon as curb face forms are stripped, apply finishing mortar to the top and face of curb and trowel to a smooth, even finish. Finish with fine haired broom in direction of work.
b. Where curb is installed without integral gutter, extend finish 2 inches below grade.
c. Edge concrete at expansion joints to 1/4-inch radius.
d. Flow lines of gutters shall be troweled smooth 4 inches out from curb face for integral curb and gutter and 4 inches on both sides of flowline 4 gutters without curbs.

F. Backfilling:
1. Unless otherwise specified, backfill behind curbs, gutters, or sidewalks with soil native to area.

3.05 FIELD QUALITY CONTROL

A. Tests:
1. Curbs and Gutters:
a. Test face, top, back, and flow line with 10-foot straightedge or curve template longitudinally along surface.
b. Correct deviations in excess of 1/4 inch.
2. Gutters:
a. Frequency of Testing: When required by the Engineer, where gutters have slope of 0.8 foot per hundred feet or less, or where unusual or special conditions cast doubt on capability of gutters to drain.
b. Test Method: Establish flow in length of gutter to be tested by supplying water from hydrant, tank truck, or other source.
c. Required Results:
1) 1 hour after supply of water is shut off, inspect gutter for evidence of ponding or improper shape.
2) In event water is found ponded in gutter to depth greater than ½-inch or on adjacent asphalt pavement, correct defect, or defects in manner acceptable to the Engineer without additional cost to the Contract.

3.06 ADJUSTING

A. Repair portions of concrete damaged while stripping forms or, when damage is severe, replace such work at no additional cost to the Contract. Evidence of repairs shall not be noticeable in the finished product.

B. Remove and replace sections of work deficient in depth or not conforming to requirements indicated herein at no additional cost to the Contract. Removal and replacement shall be the complete section between 2 joints.

*****END OF SECTION*****

SECTION 02900
CURED-IN-PLACE PIPE (CIPP)

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Cured in Place Pipe (CIPP)

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. D 790 Test Methods for Flexural Properties of Un-reinforced and Reinforced Plastics and Electrical Insulating Materials.
   2. D 2990 Tensile, Compressive, and Flexural Creep and Creep-Rupture of Plastics.
   3. D 5813 Cured-in-Place Thermosetting Resin Sewer Pipe.
   4. F 1216 Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
   5. F 1743 Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP).

1.03 SUBMITTALS

A. CIPP Contractor Qualifications shall be submitted with the Contractor's bid and shall meet the requirements herein.

B. Product Data:
   1. Material data.
   2. CIPP design calculations and assumptions.

C. Quality Control Submittals:
   1. Manufacturer's Instructions: Submit instructions for materials specified in this Section that are specified to be installed with such instructions. Instructions shall include heat up, hold and cool down cycles and temperature control for each diameter and CIPP thickness.
   2. Pre-construction inspection video, see Section 02760 for inspection requirements. Contractor shall submit all pre-construction CCTV inspection reports within 20 working days of the notice to proceed.
   3. A letter identifying any conditions that may prevent proper installation of CIPP. Contractor shall submit letter within 20 working days of the notice to proceed.
   4. Post construction inspection video, see Section 02760 for inspection requirements.

1.04 QUALITY ASSURANCE

A. **Manufacturer/Installer:** All trenchless rehabilitation products and installers are subject to approval based on the criteria listed in the invitation for bids. **Failure to submit the minimum experience qualifications with the bid will render the bid non responsive. The Contractor shall not have had his license suspended at any time or for any reason within the State of California within the last five years. Any evidence of suspension will render the bid non responsive.**

B. The CIPP tube material for all submitted experience must be a non-woven felt fabric meeting the requirements of ASTM F1216 or ASTM 1743, must have been impregnated (wet out) with resin, and must have been cured with steam pressure.

C. Sewer rehabilitation products submitted for approval must provide third party test results supporting the structural performance (short-term and long-term) of the product and such data shall be satisfactory to the Owner. Test samples shall be prepared so as to simulate installation methods and trauma of the product. No product will be approved without independent third party testing verification.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Tube:
1. Consist of one or more layers of absorbent non-woven felt fabric and meet the requirements of ASTM F1216, Section 5.1 or ASTM F1743, Section 5.2.1
2. Constructed to withstand installation pressures, have sufficient strength to bridge missing pipe, and stretch to fit irregular pipe sections.
3. The wet out Tube shall have a relatively uniform thickness that when compressed at installation pressures will equal or exceed the calculated minimum design thickness.
4. The Tube shall be manufactured to a size that when installed will tightly fit the internal circumference and length of the original pipe. Allowance should be made for circumferential stretching during inversion. Overlapped layers of felt in longitudinal seams that cause lumps in the final product shall not be utilized.
5. The outside layer of the Tube shall be coated with an impermeable, flexible membrane that will contain the resin and all the resin impregnation (wet out) procedure to be monitored.
6. The Tube shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layers. No material shall be included in the Tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be evident.
7. The wall color of the interior pipe surface of CIPP after installation shall be a relatively light reflective color so that a clear detailed examination with closed circuit television inspection equipment may be made.
8. Seams in the Tube shall be stronger than the non-seamed felt material.
9. The Tube shall be marked for distance at regular intervals along its entire length, not to exceed 5 ft. Such markings shall include the Manufacturers name or identifying symbol. The tubes must be manufactured in the USA.

B. Resin: The resin system shall be a corrosion resistant polyester, vinyl ester, or epoxy system including all required catalysts, initiators or hardeners that when cured within the tube create a composite that satisfies the requirements of ASTM F1216 and ASTM F1743, the physical properties herein, and those which are to be utilized in the design of the CIPP for this project. The resin shall produce a CIPP that will comply with the structural and chemical resistance requirements of this specification.

2.02 STRUCTURAL REQUIREMENTS

A. The CIPP shall be designed as per ASTM F1216, Appendix X.1. The CIPP design shall assume no bonding to the original pipe wall.

B. The Contractor must have performed long-term testing for flexural creep of the CIPP pipe material installed by his Company. Such testing results are to be used to determine the long-term, time dependent flexural modulus to be utilized in the product design. This is a performance test of the materials (Tube and Resin) and general workmanship of the installation and curing. A percentage of the instantaneous flexural modulus value (as measured by ASTM D790 testing) will be used in design calculations for external buckling. The percentage, or the long-term creep retention value utilized, will be verified by this testing. Retention values exceeding 50% of the short-term test results shall not be applied unless substantiated by qualified third party test data to the Owner's satisfaction. The materials utilized for the contracted project shall be of a quality equal to or better than the materials used in the long-term test with respect to the initial flexural modulus used in the CIPP design.

C. The Enhancement Factor 'K' to be used in 'Partially Deteriorated' Design conditions shall be assigned a value of 7. Application of Enhancement (K) Factors in excess of 7 shall be substantiated through independent test data to the satisfaction of the Owner.

D. The layers of the cured CIPP shall be uniformly bonded. It shall not be possible to separate any two layers with a probe or point of a knife blade so that the layers separate cleanly or the probe or knife blade moves freely between the layers. If the layers separate during field sample testing, new samples will be required to be obtained from the installed pipe. Any reoccurrence may cause rejection of the work.

E. The CIPP lining system shall have a minimum design service life of fifty (50) years.

F. The cured pipe material (CIPP) shall conform to the following structural properties:

MINIMUM CIPP PHYSICAL PROPERTIES		
Property	**Test Method**	**Cured Polyester Composite Minimum Value**
Wall Thickness	ASTM D2122	As Calculated by CIPP Contractor
Modulus of Elasticity (short-term)	ASTM D790	300,000 psi
Modulus of Elasticity (long-term)	ASTM D790	150,000 psi
Flexural Stress	ASTM D790	4,500 psi

G. The required structural CIPP wall thickness shall be based as a minimum, on the physical properties in Section 5. Design Considerations of ASTM F1216, and the following design parameters:

Parameter	**Criteria**
Design Safety Factor	2

Retention Factor for Long-Term Flexural Modulus to be used in Design (as determined by long-term tests described in section 1.05,C,2 and approved by the owner)	50% Max
Ovality of Host Pipe	5%
Groundwater Level	At Ground Level, See Plans
Soil Depth	Maximum rim to invert distance as indicated on the plans or Minimum rim to top of pipe distance (whichever produces the greater thickness in the calculation)
Soil Modulus	1,000 psi
Soil Density	130 pcf
Live Load	H20
Design Condition	Fully Deteriorated

H. The above parameter can be altered to use no live loading at locations where the pipe is entirely in easements that don't have vehicular traffic, such as in the Haskins Easement.

2.03 TESTING

A. Chemical Resistance - The CIPP shall meet the chemical resistance requirements of ASTM F1216, Appendix X2. CIPP samples for testing shall be of tube and resin system similar to that proposed for actual construction. It is required that CIPP samples with and without plastic coating meet these chemical-testing requirements.

B. Hydraulic Capacity - Overall, the hydraulic cross-section shall be maintained as large as possible. The CIPP shall have a minimum of the full flow capacity of the original pipe before rehabilitation. Calculated capacities may be derived using a commonly accepted roughness coefficient for the existing pipe material taking into consideration its age and condition.

C. CIPP Field Samples - When requested by the Owner, the Contractor shall submit test results from field installations in the USA of the same resin system and tube materials as proposed for the actual installation. These test results must verify that the CIPP physical properties specified in Section 2.02-F have been achieved in previous field applications. If requested by the Owner, samples for this project shall be made as described in Section 3.03-A.

2.04 WARRANTY

A. The materials used for the project shall be certified by the manufacturer for the specified purpose. The manufacturer shall warrant the liner to be free from defects in raw materials for one (1) year from the date of installation and acceptance by the City. The Contractor shall warrant the liner installation for a period of one (1) year. During the Contractor warranty period any defect, which may materially affect the integrity, strength, function and/or operation of the pipe, shall be repaired at the Contractor's expense.

B. After a pipe section has been lined and for a period of time up to one (1) year following completion of the project, the City may inspect all or portions of the lined system. If it is found that any of the CIPP has developed abnormalities since the completion of the project, the abnormalities shall be repaired and/or replaced. All verified defects shall be repaired and/or replaced by the Contractor and shall be performed in accordance with the original specifications, all at no additional cost to the City. Due to capacity constraints of the existing sewer line, repairs may require pipeline replacement with conventional cut and cover methods

PART 3 - EXECUTION

3.01 PREPARATION OF WORK SITE

A. Contractor shall remove all internal debris and roots out of the existing pipes that will interfere with the installation of CIPP. The Contractor shall also provide for the legal disposal of all debris and roots removed from the culvert during the cleaning operation.

B. Contractor is responsible for confirming the inside diameter of the existing pipes to be rehabilitated with CIPP. The pipe size provided on the Plans is for informational and bidding purposes only. The Contractor shall measure pipe size prior to CIPP design and manufacturing.

C. Contractor is responsible for confirming the locations of all lateral service connections prior to installing the CIPP. The quantity and location of the existing laterals shown on plans and in the pre-bid video are approximate and shall be confirmed by the contractor. The contractor shall verify the existing lateral locations and is responsible for reactivating the full diameter of each lateral connection and manhole opening. The Contractor shall reinstate the lateral by reopening the lateral from inside the sewer by means of a CCTV camera controlled cutting device appropriate for CIPP. All openings shall be clean and neatly cut flush with the lateral pipe. The bottom of the opening shall be flush with the bottom of the lateral pipe. Additional requirements for sewer and service disruptions are included in Section 01120-1.07.

D. The Contractor, shall provide bypass pumping to maintain existing sewer flows. The Contractor shall prepare and submit a detailed plan for maintaining sewer service as specified in Section 01120-1.07.

E. The pipes to be lined with CIPP have been recently video inspected. Video and/or observation files of the inspected pipes is available in at the Belmont Department of Public Works, One Twin Pines Lane, Suite 385, Belmont, California. The file is considered the pre-bid video to which the contractors bid price shall be based upon.

F. The Contractor shall perform a pre-construction video inspection of the existing sewer. The inspection shall be performed by experienced personnel trained in locating breaks and obstacles using close circuit television (CCTV). The Contractor shall submit a copy of the pre-construction inspection video to the City, and shall identify any conditions that may prevent proper installation of CIPP and propose corrective actions to the City in writing.

G. The Contractor shall perform a post-construction video inspection of the pipes lined with CIPP. The Contractor shall submit a copy of the post-construction inspection video to the City within 30 days of installation and prior to final payment.

H. Contractor shall clear the line of obstructions such as solids, roots, and protruding laterals that will prevent the insertion of CIPP. The pre-bid video reveals locations of heavy debris loading, protruding service connections, and collapsed pipe. If pre-installation inspection reveals obstruction that will prevent the CIPP installation process, that was not evident on the pre-bid video or the construction documents and it cannot be removed by conventional sewer cleaning equipment, then the Contractor shall make a point repair excavation to uncover and remove or repair the obstruction. Such excavation shall be approved in writing by the Owner's representative prior to the commencement of the work and shall be considered as a separate pay item. Any such obstruction that is evident in the pre-bid video or called out in the construction documents shall be repaired by the contractor at the contractor's expense.

I. Contractor shall "repair" all laterals prior to CIPP installation as indicated on the Plans.

J. Existing laterals that are not shown to be "Repaired" on the plans that are damaged, protruding, and non-factory saddles or wyes shall be repaired per the drawings.

K. Laterals that are capped or that are determined to be abandoned shall not be reinstated or repaired.

3.02 INSTALLATION

A. CIPP installation shall be in accordance with ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modifications:
   1. Resin Impregnation - The quantity of resin used for tube impregnation shall be sufficient to fill the volume of air voids in the tube with additional allowances for polymerization shrinkage and the loss of resin during installation through cracks and irregularities in the original pipe wall. If a vacuum impregnation process is used, the point of vacuum shall be no further than 25-feet from the point of initial resin introduction. After vacuum in the tube is established, a vacuum point shall be no further than 75-feet from the leading edge of the resin. The leading edge of the resin slug shall be as near to perpendicular to the longitudinal axis of the tube as possible. A roller system shall be used to uniformly distribute the resin throughout the tube. If the Installer uses an alternate method of resin impregnation, the method must produce the equivalent results. Any alternate resin impregnation method must be documented to the Owner's satisfaction that the saturation of the CIPP is sufficient.
   2. Tube Insertion – The wet out tube shall be positioned in the pipeline using either inversion or a pull-in method. If pulled into place, a power winch should be utilized and care should be exercised not to damage the tube as a result of pull-in friction. The tube should be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point.
   3. Temperature gauges shall be placed between the tube and the host pipe's invert position to monitor the temperatures during the cure cycle.
   4. Curing shall be accomplished utilizing steam pressure only.
   5. Steam pressure curing shall be in accordance with the manufacturer's recommended cure schedule.
   6. Excess water shall not be discharged into the storm drain system or waterways.
   7. Sewer lateral connections shall be reactivated within the same working day as the line is rehabilitated. Overnight service disruptions are not allowed.

B. The contractor shall keep logs, charts and/or graphs of the curing process for each segment of CIPP installed. The logs shall include curing times, temperatures, and pipe location.

3.03 SEALING AT MANHOLE CONNECTIONS

A. The CIPP liner shall make a tight seal at the manhole opening with no annular gaps. The liner shall be sealed to the manhole and host pipe with appropriate type of sealing material (resin mixture or hydrophilic seal) as recommended by the CIPP manufacturer. The CIPP to manhole connection shall be watertight.

3.04 PROTECTION

A. Contractor shall follow and meet the Guideline for the Safe Use and Handling of Styrene Based Resins in Cured-In-Place Pipe (CIPP), NASSCO, October 2020 Edition. The guideline is available on the following link:

https://www.nassco.org/wp-content/uploads/2021/02/Safe-Handling-and-Use-of-Styrene_Specification-Guideline-_-2020-2.pdf

B. All worker shall have proper personal protective equipment (PPE).

C. No worker shall enter a manhole during the steam curing operation.

D. The steam exhaust shall be located a minimum of 8 feet above the manhole rim and shall be directed away from sensitive areas.

E. A perimeter should be maintained around the job site to prevent public from entering the site and areas surrounding the connecting manholes.

F. **Contractor shall attempt to create a vapor barrier on all laterals connecting to the pipe being rehabilitated with CIPP.** The vapor barrier shall be installed prior to proceeding with the CIPP curing process. The vapor barrier may include.

1. Plug within the lateral where cleanouts are accessible.
2. Run a small amount of water down the lateral after CIPP installation and prior to the curing process.
3. Other approved means for creating a vapor barrier.

3.05 INSPECTION

A. When requested by the City, the Contractor shall prepare CIPP samples and submit them to the City for testing. Testing will be coordinating and paid for by the City. The physical properties will be tested in accordance with ASTM F1216 or ASTM F1743, Section 8, using either method proposed. The flexural properties must meet or exceed the values listed in Table 1 of the applicable ASTM. The Contractor will be responsible for replacing all pipe segments that do not meet the specified values.

B. Wall thickness of samples shall be determined as described in paragraph 8.1.6 of ASTM F1743. The minimum wall thickness at any point shall not be less than 87½% of the minimum design wall thickness as calculated in paragraph 5.6 of this document.

C. Visual inspection of the CIPP shall be in accordance with ASTM F1743, Section 8.6.

D. The Contractor shall perform a post-construction video inspection of all lines rehabilitated with CIPP. The CCTV inspection shall adhere to the requirements in Section 02760. The contractor

shall submit a copy of the post construction video to the City with a written log identifying the location of all lateral connections. The video shall clearly show each fully reinstated lateral connection.

E. Defects in the CIPP such as bulges, bubbles, offsets, and other obstructions shall be repaired by the Contractor as deemed necessary by the City at no additional cost to the City. All obstructions that extend more than 0.5-inch into the pipe shall be repaired by the Contractor.

*****END OF SECTION*****

SECTION 03000
CONCRETE WORK - GENERAL

PART 1 GENERAL

1.01 APPLICABLE SECTION

A. Submit Shop Drawings, Product Data, Mill Certificates, and Samples required by other portions of Contract Documents. The requirements/provisions of the General and Supplementary Conditions shall apply to this section.

1.02 DESCRIPTION OF WORK

A. The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with or properly incidental to furnishing, and installing concrete work as described in this section of the specifications, shown on the accompanying drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.

B. Work Included:
   1. All formwork, including any special forms necessary to produce architectural details and/or to accommodate the work of others and removal of forms.
   2. All concrete reinforcement, placement, bending and forming thereof.
   3. All concrete and cement finishing; all surface treatment and curing, including non-slip finishes and color work.
   4. The furnishing of all items required to be or shown on the drawings as embedded in concrete, which are not specifically required under other sections.

PART 2 PRODUCTS

2.01 PRODUCTS

A. See specification Sections 03100, 03200, 03300, 03400, and 03600.

PART 3 EXECUTION

3.01 DEFECTIVE WORK

A. General: Work considered to be defective may be ordered by the Engineer to be replaced in which case the Contractor shall remove the defective work at his expense. Work considered to be defective shall include, but not be limited to, the following:
   1. Reinforcing:
      a. Kinks and bends therein which are not scheduled or indicated on the drawings; reinforcing improperly placed, or previously heated, or excessively cold worked reinforcing.
   2. Concrete:
      a. Concrete in which defective or inadequate reinforcing steel has been placed.

b. Concrete incorrectly formed or not conforming to details and dimensions on the drawings or with the intent of these documents or concrete the surfaces of which are out of plumb or level.
c. Concrete below specified strength.
d. Concrete not meeting the maximum allowable drying shrinkage requirements.
e. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks, or cold joints not scheduled or indicated on the drawings.

3.02 CORRECTION OF DEFECTIVE WORK

A. The Contractor shall, at his expense, make all such corrections and alleviation measures as directed by the Engineer.

B. Concrete work containing rock pockets, voids, honeycombs, cracks, or cold joints not scheduled or indicated on the drawings, shall be chipped out until all unconsolidated material is removed.

C. Secure approval of chipped-out areas before patching. Patch per ACI 301-89.

*****END OF SECTION*****

SECTION 03100
CONCRETE FORMING AND ACCESSORIES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Formwork for concrete, with shoring, bracing and anchorage.

1.02 RELATED REQUIREMENTS

A. Section 03200 - Concrete Reinforcing

B. Section 03300 - Cast-in-Place Concrete

1.03 REFERENCE STANDARDS (Editions adopted by current governing California Building Code)

A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials.

B. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute.

C. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute.

D. ACI 347 - Guide to Formwork for Concrete; American Concrete Institute.

E. ASTM C31 - Standard Practice for Making and Curing Concrete Test Specimens in the Field.

F. ASTM C39 - Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.

G. ASTM D994 - Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type).

H. ASTM D1751 - Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

1.04 SUBMITTALS

A. See Section 01300 – Contractor Submittals, for submittal procedures.

B. Product Data: Provide data on formwork release agent or form liner proposed for use with each formed surface.

C. Formwork Facing Materials: Data on form-facing materials proposed for smooth-form finish if different from that specified in Part 2.02.

D. Construction and Contraction Joints: Location of construction and contraction joints proposed if different from those indicated in the Contract Documents.

E. Shop Drawings

1. All of the following shop drawings and calculations shall be prepared, stamped, and signed by a registered Civil or Structural Engineer of the State of California.

2. Formwork
    a. Submit shop drawings for fabrication and erection of forms for portions of the concrete surfaces, as indicated below:
        1) For formwork over 12’ in height.
        2) Show general construction of forms including size of members, bracing, jointing, special form joint or reveals, location and pattern of form tie placement, and other items that affect the structural integrity of formwork or exposed concrete visually.
3. Falsework and Shoring Shop Drawings: The Contractor shall submit shop drawings and calculations of any required falsework, shoring. Shop drawings and calculations shall be prepared in accordance with the requirements of the ACI 318 and State of California Department of Transportation Standard Specifications, Section 48-2 - Falsework.
4. Reshoring and Backshoring Plans: When reshoring or backshoring is required or permitted, submit procedures, and plans of operations, before use. Indicate on shop drawings the magnitude of construction loads permitted during reshoring or back-shoring.

F. Testing for Formwork Removal: Data on method for determining strength of concrete for removal of formwork when a method other than field-cured cylinders (ASTM C31 and ASTM C39) is proposed.

G. Formwork Removal Plans: Detail plans for formwork removal operations when removal of forms at concrete strengths lower than that specified in Part 3.08 is proposed.

1.05 QUALITY ASSURANCE

A. Codes and Standards: Comply with the provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.
1. California Building Code, current governing edition
2. ACI 318
3. ACI 347

PART 2 PRODUCTS

2.01 FORMWORK - GENERAL

A. Maximum deflection of facing materials reflected on concrete surfaces exposed to public view shall be 1/240 of the span between structural members of the formwork.

B. Formed Construction and Contraction Joints
1. Locate and form construction joints that least impair strength of the structure and meet the requirements of Section 03300 - Cast-in-Place Concrete Part 3.01.
2. Unless otherwise specified or permitted, locate and detail formed construction joints to the following requirements:
    a. Locate construction joints within the middle third of the spans of slabs, beams, and girders. When a beam intersects a girder within this region, offset the joint in the girder a distance equal to or greater than twice the width of the beam;
    b. Locate joints in walls and columns at the underside of slabs, beams, or girders and at the tops of footings or slabs; and

c. Make joints perpendicular to the main reinforcement.

3. Provide keyways where indicated on Contract Documents. Unless otherwise specified, longitudinal keyways indicated on the Contract Documents, shall be a minimum of 1-1/2 in. deep in joints in walls and between walls and slabs or footings.
4. Provide construction and contraction joints where indicated on the Contract Documents. Submit for acceptance the location of construction and contraction joints differing from those indicated on the Contract Documents.

2.02 FORM MATERIALS

A. Form-facing materials: Materials for form faces in contact with concrete shall meet the requirements of "Concrete Finishing" Section 03300 - Cast-in-Place Concrete and the following requirements unless otherwise specified in Contract Documents.

1. For smooth-form finish, use plywood, tempered concrete-form-grade hardboard, metal, plastic, paper, or other acceptable materials capable of producing the desired finish for form-facing materials. Form-facing materials shall produce a smooth, uniform texture on the concrete. Do not use form-facing materials with raised grain, torn surfaces, worn edges, dents, or other defects that will impair the texture of concrete surfaces. Facing materials shall be supported with studs or other backing capable of maintaining deflections within the tolerances specified in Part 2.01.

2.03 FORMWORK ACCESSORIES

A. Use commercially manufactured accessories for formwork accessories that are partially or wholly embedded in concrete, including ties and hangers. Do not use nonfabricated wire form ties. Where indicated in the Contract Documents, use form ties with integral water barrier plates in walls or other acceptable positive water barriers.

2.04 FORMWORK RELEASE AGENT

A. Use commercially manufactured formwork release agents that prevent formwork absorption of moisture, prevent bond with concrete, and do not stain the concrete surfaces.

2.05 EXPANSION JOINT FILLER

A. Premolded expansion joint filler shall conform to ASTM D994 or ASTM D1751.

PART 3 EXECUTION

3.01 EARTH FORMS

A. Where sides of excavations have been cut neat and accurate to size for pouring of concrete directly against the excavation, forms for footings will not be required. Remove loose soil prior to placing concrete.

3.02 CONSTRUCTION AND ERECTION OF FORMWORK

A. At construction joints, lap contact surface of the form sheathing for flush surfaces exposed to view over the hardened concrete in the previous placement. Ensure formwork is sealed against

hardened concrete to prevent offsets or loss of mortar at construction joints and to maintain a true surface.

B. Provide positive means of adjustment (such as wedges or jacks) of shores and struts. Do not make adjustments in the formwork after concrete has reached its time of initial setting. Brace formwork securely against lateral deflection and lateral instability.

C. Fasten form wedges in place after final adjustment of forms and before concrete placement.

D. Anchor formwork to shores, supporting surfaces, or members to prevent upward or lateral movement of the formwork system during concrete placement. Form supports shall be placed on adequate foundations and have sufficient strength and bracing to prevent settlement or distortion from the weight of the concrete or other cause. Support shall rest on double wedged shim, or other approved means, so that the forms will be maintained at the proper grade.

E. Construct formwork for wall openings to facilitate removal and to counteract swelling of wood formwork.

F. All formed joints on concrete surfaces to be exposed shall be taped and shall align so joints will not be apparent on the concrete surfaces.

G. Any movement or bellying of forms during construction shall be considered just cause for their removal and, in addition, the concrete work so affected.

H. Bolts, rods, or other approved devices shall be used for internal form ties and shall be of sufficient quantities to prevent spreading of the forms. The ties shall be placed at least 1 inch away from the finished surface of the concrete. Bolts and rods that are to be completely withdrawn shall be coated with grease.

I. Boards or other form materials that have been damaged or checked or warped prior to placing of concrete shall be removed from the forms and replaced with approved materials or otherwise corrected to the satisfaction of the engineer.

J. Assign a sufficient number of men to keep watch on and maintain the forms during placing of concrete. Satisfactorily remedy any displacement or looseness of forms or reinforcement before placing of concrete. No form shall be moved or altered except as may be specifically directed.

K. Wall forms shall be set to account for movement of post-tensioned slabs that will occur due to long term shortening of slabs. The Engineer will establish the offsets at each level after the Contractor has submitted a detailed pour schedule.

3.03 APPLICATION - FORM RELEASE AGENT

A. Cover surfaces of formwork with an acceptable material that will prevent bond with the concrete. A field-applied formwork release agent or a factory-applied liner may be used. If a formwork release agent is used, apply to the surfaces of the formwork in accordance with the manufacturer's recommendations before placing reinforcing steel. Do not allow formwork release agent to puddle in the forms. Do not allow formwork release agent to contact reinforcing steel or hardened concrete against which fresh concrete is to be placed.

3.04 FORM CLEANING

A. Clean surfaces of formwork and embedded materials of mortar, grout, and foreign materials before concrete is placed.

3.05 FORMWORK TOLERANCES

A. Unless otherwise specified in the Contract Documents, construct formwork so concrete surfaces conform to the tolerance limits of ACI 117. The class of surface shall conform to Part 2.02.

B. To maintain specified tolerances, camber formwork to compensate for anticipated deflections in formwork during concrete placement. Set formwork and intermediate screed strips for slabs accurately to produce designated elevations and contours of the finished surface before removal of formwork. Ensure that edge forms and screed strips are strong enough to support vibrating screeds or roller pipe screeds when the finish specified requires the use of such equipment.

C. When formwork is cambered, set screeds to the same camber to maintain specified concrete thickness.

3.06 FIELD QUALITY CONTROL

A. The Contractor shall hire the Engineer responsible for the design of formwork over 12' in height, falsework or shoring to inspect the work as detailed on the reviewed shop drawings.

B. The Contractor shall verify accuracy of items, furnished under other sections of these specifications, and installed under this section.

3.07 FORM REMOVAL

A. Remove top forms on sloping surfaces of concrete as soon as removal will not allow concrete to sag. Perform needed repairs or treatment required at once and follow immediately with specified curing.

B. Do not damage concrete during removal of formwork for columns, walls, slabs, sides of beams, and other parts not supporting the weight of the concrete. Perform needed repair and treatment required on vertical surfaces at once and follow immediately with specified curing.

C. Leave formwork and shoring in place to support the weight of concrete in beams and joists for at least 14 days and in slabs for at least 10 days after the last concrete and until concrete has attained 3000 psi minimum per Part 3.07E and the Engineer responsible for design of shoring and falsework has approved removal.

D. Vertical forms shall remain on columns, walls, pilasters for at least seven 7 days after the last concrete and until concrete has attained 3000 psi minimum per Part 3.07E and the Engineer responsible for design of the formwork has approved removal.

E. Contractor shall request to have field cured compression test specimen taken where it is planned to remove formwork and shoring sooner than indicated above and submit detailed plans for review and acceptance. Mold cylinders in accordance with ASTM C31, and cure them under the same conditions for moisture and temperature as used for the concrete they represent. Test cylinders in accordance with ASTM C39.

F. In removing plywood forms, no metal pinch bars shall be used and special care to be taken in stripping. Start at top edge or vertical corner where it is possible to insert wooden wedges. Wedging shall be done gradually and shall be accompanied by light tapping of the plywood panels to crack them loose. Do not remove forms with a single jerk after it has been started at one end.

G. Nothing herein shall be construed as relieving the contractor of any responsibility of the safety of the structure.

*****END OF SECTION*****

SECTION 03200
CONCRETE REINFORCING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Section Includes: Concrete Reinforcement

1.02 RELATED REQUIREMENTS

A. Section 03100 - Concrete Forming and Accessories.

B. Section 03300 - Cast-in-Place Concrete.

1.03 REFERENCE STANDARDS (Editions adopted by current governing California Building Code)

A. ACI 117 - Standard Specifications for Tolerances for Concrete Construction and Materials; American Concrete Institute International.

B. ACI 301 - Specifications for Structural Concrete for Buildings; American Concrete Institute International.

C. ACI 318 - Building Code Requirements for Structural Concrete and Commentary; American Concrete Institute International.

D. ACI SP-66 - ACI Detailing Manual; American Concrete Institute International.

E. ASTM A1064 - Standard Specification for Steel Wire, Plain, for Concrete Reinforcement.

F. ASTM A123 - Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products

G. ASTM A185 - Standard Specification for Steel Welded Wire Reinforcement, Plain, for Concrete.

H. ASTM A615 - Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.

I. ASTM A 641 - Standard Specification for Zinc-Coated (Galvanized) Carbon Steel Wire.

J. ASTM A706 - Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement.

K. ASTM A767 - Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement.

L. ASTM A780 - Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings.

M. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection and/or Testing.

N. AWS D1.4 - Structural Welding Code - Reinforcing Steel; American Welding Society.

O. CRSI (DA4) - Manual of Standard Practice; Concrete Reinforcing Steel Institute.

1.04 SUBMITTALS

A. Shop plans and placing details including material, size, location, and yield strength.

B. Laboratory Test Reports
   1. Laboratory test reports shall be signed by a principal of the testing agency who is a registered Civil Engineer in the State of California.
   2. When required by other portions of these specifications, laboratory test reports shall be submitted for each size of bar tested for each heat to show compliance with appropriate ASTM Standards and these specifications.

C. Welder's Certificates and WPS: Submit description of reinforcement weld locations, welding procedures, and welder certification when welding is permitted.

1.05 QUALITY ASSURANCE

A. Perform work of this section in accordance with the current governing edition of CBC, ACI 301, ACI SP-66, ACI 318, and AWS D1.4 except as modified by the contract documents.

B. Sampling and Testing:
   1. General
      a. If the Owner's agent, through oversight or otherwise, has accepted material or work which is defective or contrary to specifications, this material or work, regardless of state of completion, may be rejected.
      b. Testing agencies shall meet the requirements of ASTM E329. Testing agencies shall be accepted by the Engineer before performing any work.
   2. Testing responsibilities of Contractor:
      a. Submit data on qualifications of proposed testing agency for acceptance. Use of testing services will not relieve the Contractor of the responsibility to furnish materials and construction in compliance with the Contract Documents.
      b. Cooperate with and notify owner's agent at least 24 hours in advance of inspections required and shall provide samples, test pieces, and facilities for inspection at no cost to the owner.
      c. Identify each lot of fabricated reinforcing steel to be shipped to the site by assigning an individual lot number that identifies steel by heat number and shall be tagged in such a manner that each such lot can be accurately identified at the job site.
      d. Remove all unidentified reinforcing steel, anchorage assemblies and bar couplers received at the site.

1.06 STORAGE OF MATERIALS

A. Store reinforcement during fabrication and at site to avoid excessive rusting or coating with grease, oil, soil, or other objectionable materials. Bundles shall not be dropped or dragged. Reinforcing steel shall be transported and stored in a manner that will not damage any applied coating.

1.07 SEQUENCING AND SCHEDULING

A. Coordinate work with all trades so as not to interfere with the work of other trades. Bring interferences between trades to Engineer's attention and resolve before any concrete is placed.

PART 2 PRODUCTS

2.01 REINFORCING BARS

A. Reinforcing Steel: Grade 60 deformed bars conforming to ASTM A706 or A615.

B. Welded Wire Fabric: ASTM A185.

C. Tie Wire #16 AWG or heavier, black annealed.

2.02 WIRE

A. All wire for concrete reinforcement shall conform to ASTM A1064.

2.03 WELDED WIRE REINFORCEMENT

A. All wire fabric mesh shall conform to ASTM A185, plain welded wire mesh in flat sheets (not rolls), with welded intersections spaced not farther apart than 12 in. in the direction of principal reinforcement.

B. Use wire-reinforcement supports complying with Class 1, maximum protection, or Class 2, moderate protection, as indicated in Chapter 3 of the CRSI Manual of Standard Practice.

C. Use galvanized wire-reinforcement support or wire reinforcement support coated with plastic.

2.04 WELDING ELECTRODES

A. Welding electrodes shall be per Table 5-1 of AWS D1.4.

2.05 MECHANICAL COUPLING DEVICES

A. Mechanical coupling devices shall develop 125 percent of the minimum yield strength of the bars spliced.

2.06 REINFORCEMENT ACCESSORIES

A. Chairs, Bolsters, Bar Supports, Spacers: Sized and shaped for adequate support of reinforcement during concrete placement. Reinforcement supports shall conform to the requirements of ACI 301.

2.07 OTHER MATERIALS

A. All other materials not specifically described by these specifications but required for complete and proper placement of reinforcement shall be new, first quality of their respective kinds, and subject to the approval of the Engineer.

2.08 FABRICATION

A. Hooks and bends shall conform to the requirements of ACI 315, unless otherwise indicated.

B. All steel bars shall be of size and length indicated, accurately bent, or formed to the shapes detailed or scheduled by experienced shops by methods that will not injure the materials. All reinforcing bars shall be shop fabricated to lengths and bends shown on the Plans. Fabrication tolerance shall be in conformance with the requirements of ACI 301.

PART 3 EXECUTION

3.01 INSPECTION

A. Contractor shall secure reinforcing steel in place and obtain the City's review before doubling up or closing in forms

3.02 BENDING

A. Bends for reinforcing steel shall be made in accordance with ACI 301 and ACI 318. Bend bar sizes No. 3 through 5 cold only one time, provided reinforcing bar temperature is above 32-degree F. Do not field bend reinforcing steel in a manner that will injure material, cause the bars to be bent on too tight a radius, or that is not indicated as allowed on drawings or permitted by Engineer. Do not straighten bent or kinked bars for use on project without permission of Engineer. Replace bars with kinks or bends not shown on the drawings.

3.03 PLACING

A. All reinforcement shall be placed in strict conformance with the requirements of the Contract Drawings, both as to location, position and spacing of members. It shall be supported and secured against displacement by the use of adequate and proper wire supporting and spacing devices, tie wires, etc. so that it will remain in its proper position in the finished structure. Reinforcement may not be wet set in concrete pours.

B. Tolerances: Do not exceed the placing tolerances specified in ACI 318 and ACI 117, whichever is more stringent, before concrete is placed. Placing tolerances shall not reduce cover requirements except as specified in ACI 117.

C. Minimum concrete cover for reinforcement shall be as indicated in the Contract Drawings. Concrete cover is measured from the theoretical excavation line, not the line of any over excavation. Where less than 3 inches cover is noted and concrete will be placed against soil, increase the section thickness to attain 3 inches cover.

D. Preserve clear space between parallel bars of not less than 1-1/2 times the nominal diameter of round bars and in no case let the clear distance be less than 1-1/2 inches nor less than 1-1/3 times the maximum size of aggregate for concrete. Bars placed in shotcrete shall have a minimum clearance between bars of 2-1/2 inches for No. 5 and smaller and 6 bar diameters for bars larger than No. 5. When two curtains of steel are provided in shotcrete wall, the curtain nearer the nozzle shall have a minimum spacing equal to 12 bar diameters and the remaining curtain shall have a minimum spacing of six bar diameters.

E. For slabs on ground, extend welded wire reinforcement to within 2 in. of the concrete edge. Reinforcement shall be lapped and tied around the perimeter of each sheet in order to maintain the proper positioning of the reinforcement. Lap splices shall have a minimum of two ties per spliced length. Do not place welded wire reinforcement on grade and subsequently raise into position in concrete.

F. Furnish and use templates for placement of column dowels unless otherwise permitted by engineer.

G. Lap splices shall be contact lap splices in accordance with ACI 318 unless noted otherwise on the Contract Drawings. Bars shall be wired together at laps. Wherever possible, stagger splices in adjacent bars. Splice bars in members such as spandrels, beams, etc., as follows: Top bars at centerline of span, bottom bars at the support. Make all splices in welded wire reinforcement at least 1-1/2 meshes wide or 12 inches, whichever is greater. When splicing in areas to receive shotcrete, lap splices shall be non-contact with at least 2 inches clearance between bars.

H. Butt splices shall be accomplished by mechanical anchorage devices. Stagger these devices 2 feet, unless noted otherwise on the Contract Documents.

I. Bars shall not be cut by gas torch.

3.04 CLEANING REINFORCEMENT

A. Take all means necessary to ensure that steel reinforcement, at the time concrete is placed around it, is completely free from rust, soil, loose mill scale, oil, paint and all coatings which will destroy or reduce the bond between steel and concrete.

*****END OF SECTION*****

SECTION 03300

CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes: Cast-in-place concrete and controlled density fill (CDF)

B. Related Sections:
1. Section 02772 - Concrete Curbs, Gutters, and Sidewalks
2. Section 03100 - Concrete Forming and Accessories
3. Section 03200 - Concrete Reinforcing
4. Section 03600 - Grouts

1.02 REFERENCES

A. American Concrete Institute (ACI):
1. 211.2 - Standard Practice for Selecting Proportions for Structural Lightweight Concrete.
2. 301 - Specifications for Structural Concrete for Buildings.
3. 305R - Guide to Hot Weather Concreting.
4. 306R - Guide to Cold Weather Concreting.
5. 318 - Building Code Requirements for Structural Concrete.
6. Manual of Concrete Practice.
7. Recommended Practices.

B. American Society for Testing and Materials (ASTM):
1. C 31 - Practice for Making and Curing Concrete Test Specimens in the Field.
2. C 33 - Specification for Concrete Aggregates.
3. C 39 - Test Method for Compressive Strength of Cylindrical Concrete Specimens.
4. C 40 - Test Method for Organic Impurities in Fine Aggregates for Concrete.
5. C 42 - Method of Obtaining and Testing Drilled Cores and Sawed Beams of Concrete.
6. C 88 - Test Method of Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate.
7. C 94 - Specification for Ready-Mixed Concrete.
8. C 114 - Test Methods for Chemical Analysis of Hydraulic Cement.
9. C 131 - Test Method for Resistance to Degradation of Small-Size Coarse Aggregate by Abrasion and Impact in the Los Angeles Machine.
10. C 136 - Test Method for Sieve Analysis of Fine and Coarse Aggregates.
11. C 143 - Test Method for Slump of Hydraulic Cement Concrete.
12. C 150 - Specification for Portland Cement.
13. C 157 - Test Method for Length Change of Hardened Hydraulic-Cement Mortar and Concrete.
14. C 171 – Sheet Materials for Curing Concrete
15. C 172 - Practice for Sampling Freshly Mixed Concrete.
16. C 173 - Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method.

17. C 203 - Test Methods for Breaking Load and Flexural Properties of Block-Type Thermal Insulation.
18. C 227 - Test Method for Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method).
19. C 260 - Specification for Air-Entraining Admixtures for Concrete.
20. C 289 - Test Method for Potential Alkali-Silica Reactivity of Aggregates (Chemical Method).
21. C 309 - Specification for Liquid Membrane-Forming Compounds for Curing Concrete.
22. C 311 - Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use as a Mineral Admixture in Portland-Cement Concrete.
23. C 330 - Specification for Lightweight Aggregates for Structural Concrete.
24. C 469 - Test Method for Static Modulus of Elasticity and Poisson's Ratio of Concrete in Compression.
25. C 494 - Specification for Chemical Admixtures for Concrete.
26. C 567 - Test Method for Density of Structural Lightweight Concrete.
27. C 595 - Specification for Blended Hydraulic Cements.
28. C 618 - Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Portland-Cement Concrete.
29. D 75 - Practices for Sampling Aggregates.
30. D 1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)

C. California Department of Transportation (Caltrans)

1.03 DEFINITIONS

A. Alkali: Is defined to mean sum of sodium oxide and potassium oxide calculated as sodium oxide.

B. Hairline Crack: Crack with a crack width of less than 4 thousandths of an inch.

1.04 SYSTEM DESCRIPTION

A. Performance Requirements:

1. General:
   a. Except as otherwise specified, provide concrete composed of portland cement, fine aggregate, coarse aggregate, and water so proportioned and mixed as to produce plastic, workable mixture in accordance with requirements as specified in this Section and suitable to specific conditions of placement.
   b. Proportion materials in manner such as to secure lowest water-cement ratio which is consistent with good workability, plastic, cohesive mixture, and one which is within specified slump range.
   c. Proportion fine and coarse aggregate in manner such as not to produce harshness in placing nor honeycombing in structures.
2. Watertightness of Concrete Work: It is intent of this Section to secure for every part of the Work concrete and grout of homogeneous structure, which when hardened will have required strength, watertightness, and durability.
   a. It is recognized that some surface hairline cracks, and crazing will develop in the concrete surfaces.

b. Construction, contraction, and expansion joints have been positioned in structures as indicated on the Plans, and curing methods specified, for purpose of reducing number and size of these expected cracks, due to normal expansion and contraction expected from specified concrete mixes.
c. Class A and Class B Concrete: Watertight: Repair cracks which develop in walls or slabs and repair cracks which show any signs of leakage until all leakage is stopped.
d. Walls or foundation slabs that leak or sweat because of porosity or cracks too small for successful pressure grouting: Seal on water side by coatings of surface sealant system, as specified in this Section.
e. Grouting and Sealing: Continue as specified above until structure is watertight and remains watertight for not less than one year after final acceptance or date of final repair, whichever occurs later in time.

3. Workmanship and Methods: Provide concrete work, including detailing of reinforcing, conforming with best standard practices, and as set forth in ACI 318, Manuals, and Recommended Practices.

1.05 SUBMITTALS

A. Mix designs for each proposed use:
1. Sieve analysis and source of fine and coarse aggregates.
2. Results of test for aggregate organic impurities.
3. Results of test for deleterious aggregate per ASTM C289.
4. Proportioning of materials.
5. Type of cement.
6. Type of fly ash.
7. Slump.
8. Air content.
9. Brand, type, ASTM designation, and quantity of each admixture proposed for use.
10. Standard deviation value of concrete production facility.

B. Test Reports:
1. 28-Day cylinder compressive test results of trial mixes per ACI 318 and as indicated herein.
2. Shrinkage test results.

1.06 DELIVERY, STORAGE, AND HANDLING

A. Packing and Shipping:
1. Deliver, store, and handle concrete materials in manner as to prevent damage and inclusion of foreign substances.
2. Deliver and store packaged materials in original containers until ready for use.
3. Deliver aggregate to mixing site and handle in such manner that variations in moisture content will not interfere with steady production of concrete of specified degree of uniformity and slump.

B. Acceptance at Site: Reject material containers or materials showing evidence of water or other damage.

1.07 QUALITY ASSURANCE

A. Perform work in accordance with ACI 301.

B. Conform to ACI 305R when placing concrete in hot weather.

C. Conform to ACI 306R when placing concrete in cold weather.

D. City will hire a third-party inspector to perform evaluation of materials in the field.

1.08 SEQUENCING AND SCHEDULING

A. Schedule placing of concrete in such manner as to complete any single placing operation to construction, contraction, or expansion joint.

PART 2 PRODUCTS

2.01 MATERIALS

A. Aggregate:
   1. General:
      a. Provide concrete aggregates that are sound, uniformly graded, and free of deleterious material in excess of allowable amounts specified.
      b. Grade aggregate in accordance with ASTM D75 and C136.
      c. Provide unit weight of fine and coarse aggregate which produces in place concrete with a calculated equilibrium density of not more than 145 pounds per cubic foot.

B. Fine Aggregate:
   1. Provide fine aggregate for concrete or mortar consisting of clean, natural sand or of sand prepared from crushed stone or crushed gravel.
   2. Do not provide aggregate having deleterious substances in excess of following percentages by weight of contaminating substances. In no case shall total exceed percent listed.

Item	Test Method	Percent
Removed by decantation (dirt, silt, etc.)	ASTM C117	3
Shale or Chert	ASTM C295	1
Clay Lumps	ASTM C142	1

   3. Except as otherwise specified, grade fine aggregate from coarse to fine in accordance with requirements of ASTM C33.

C. Coarse Aggregate:
   1. General: Provide coarse aggregate consisting of gravel or crushed stone made up of clean, hard, durable particles free from calcareous coatings, organic matter, or other foreign substances.
   2. Weight: Not exceeding 15 percent, for thin or elongated pieces having length greater than 5 times average thickness.

3. Deleterious Substances: Not in excess of following percentages by weight, and in no case having total of all deleterious substances exceeding 2 percent.

Item	Test Method	Percent
Shale or chert	ASTM C295	1
Coal and lignite	ASTM C123	1/4
Clay lumps and friable particles	ASTM C142	1/4
Materials finer than Number 200 sieve	ASTM C117	1/2*
* Except when material finer than Number 200 sieve consists of crusher dust, maximum amount shall be 1 percent.		

4. Grading:
   a. Aggregate: As specified in ASTM C33, Size Number 57, except as otherwise specified or authorized in writing by the Engineer.

D. Portland Cement:
   1. General: Conform to specifications and tests for ASTM C150, Types II or III, Low Alkali, except as specified otherwise.
   2. Low Alkali Portland: Have total alkali containing not more than 0.60 percent.
   3. Exposed Concrete in Any Individual Structure: Use only one brand of Portland cement.
   4. Cement for Finishes: Provide cement from same source and of same type as concrete to be finished.

E. Admixtures:
   1. General:
      a. Do not use admixtures of any type, except as specified, unless written authorization has been obtained from the Engineer.
      b. Compatible with concrete and other admixtures.
      c. Do not use admixtures containing chlorides calculated as chloride ion in excess of 0.5 percent by weight.
      d. Use in accordance with manufacturer's recommendations and add each admixture to concrete mix separately.
   2. Air Entraining Admixture:
      a. Provide all concrete with 5 percent, plus or minus 1 percent, entrained air of evenly dispersed air bubbles at time of placement.
      b. Conform to ASTM C260.
   3. Pozzolan Admixture:
      a. Fly Ash Pozzolan:
         1) Conforming to requirements of ASTM C618, Class F, may be used as admixture in concrete made with Type II Portland cement.
         2) Pozzolan may replace Portland cement at ratio of 1.0-pound fly ash for each pound of Portland cement replaced.

3) Maximum of 15 percent by weight of minimum quantities of Portland cement listed in Table A under paragraph 2.03E may be replaced with fly ash pozzolan.
4) Do not use pozzolan as an admixture in concrete made with portland-pozzolan cement.
5) Loss on Ignition for Pozzolan: Not exceed four percent.

b. Ground granulated blast-furnace slag, grades 100 or 120, complying with ASTM C989 may substitute for Portland cement up to a maximum of 25% of the total cementitious material by weight.
c. Substitutions that combine fly ash and ground granulated blast-furnace slag are limited to a combined total of 30% of the total cementitious material by weight with fly ash no more than 15% of the total.

4. Water Reducing Admixture:
   a. May be used at the Contractor's option.
   b. Conform to ASTM C494, Type A or Type D.
   c. May not contain air entraining agents.
   d. Must be liquid form before adding to the concrete mix.
   e. No decrease in cement is permitted as result of use of water reducing admixture.
5. Superplasticizers: Are not to be used without acceptance by Engineer.

F. Water:
1. Water for Concrete, Washing Aggregate, and Curing Concrete: Clean and free from oil and deleterious amounts of alkali, acid, organic matter, or other substances.
2. Chlorides and Sulfate Ions:
   a. Water for Conventional Reinforced Concrete: Use water not containing more than 1,000 milligrams per liter of chlorides calculated as chloride ion, nor more than 1,000 milligrams per liter of sulfates calculated as sulfate ion.

2.02 EQUIPMENT

A. Mixing Concrete:
1. Mixers may be of stationary plant, paver, or truck mixer type.
2. Provide adequate equipment and facilities for accurate measurement and control of materials and for readily changing proportions of material.
3. Mixing Equipment:
   a. Capable of combining aggregates, cement, and water within specified time into thoroughly mixed and uniform mass and of discharging mixture without segregation.
   b. Maintain concrete mixing plant and equipment in good working order and operated at loads, speeds, and timing recommended by manufacturer or as specified.
   c. Proportion cement and aggregate by weight.

B. Machine Mixing:
1. Batch plant shall be capable of controlling delivery of all material to mixer within 1 percent by weight of individual material.
2. If bulk cement is used, weigh it on separate visible scale which will accurately register scale load at any stage of weighing operation from zero to full capacity.
3. Prevent cement from coming into contact with aggregate or with water until materials are in mixer ready for complete mixing with all mixing water.

4. Procedure of mixing cement with sand or with sand and coarse aggregate for delivery to project site, for final mixing and addition of mixing water will not be permitted.
5. Retempering of concrete will not be permitted.
6. Discharge entire batch before recharging.
7. Volume of Mixed Material Per Batch: Not exceed manufacturer's rated capacity of mixer.
8. Mixers:
    a. Perform mixing in batch mixers of acceptable type.
    b. Equip each mixer with device for accurately measuring and indicating quantity of water entering concrete, and operating mechanism such that leakage will not occur when valves are closed.
    c. Equip each mixer with device for automatically measuring, indicating, and controlling time required for mixing.
        1) Interlock device to prevent discharge of concrete from mixer before expiration of mixing period.

C. Transit-mixed Concrete:
1. Mix and deliver in accordance with ASTM C 94.
2. Total Elapsed Time Between Addition of Water at Batch Plant and Discharging Completed Mix: Not to exceed 90 minutes or elapsed time at project site shall not exceed 30 minutes.
3. Under conditions contributing to quick setting, total elapsed time permitted may be reduced by the Engineer.
4. Equip each truck mixer with device interlocked so as to prevent discharge of concrete from drum before required number of turns and furnish such device that is capable of counting number of revolutions of drum.
5. Continuously revolve drum after it is once started until it has completely discharged its batch.
    a. Do not admit water until drum has started revolving.
    b. Right is reserved to increase required minimum number of revolutions or to decrease designated maximum number of revolutions allowed, if necessary, to obtain satisfactory mixing. The Contractor will not be entitled to additional compensation because of such increase or decrease.

D. Other Types of Mixers: In case of other types of mixers, mixing shall be as follows:
1. Mix concrete until there is uniform distribution of materials, and discharge mixer completely before recharging.
2. Neither speed nor volume loading of mixer shall exceed manufacturer's recommendations.
3. Continue mixing for minimum of 1-1/2 minutes after all materials are in drum, and for batches larger than one cubic yard increase minimum mixing time 15 seconds for each additional cubic yard or fraction thereof.

2.03 MIXES

A. Measurements of Materials:
1. Measure materials by weighing, except as otherwise specified or where other methods are specifically authorized in writing by the Engineer.
2. Furnish apparatus for weighing aggregates and cement that is suitably designed and constructed for this purpose.

3. Accuracy of Weighing Devices: Furnish devices that have capability of providing successive quantities of individual material that can be measured to within one percent of desired amount of that material.
4. Measuring or Weighing Devices: Subject to review by the Engineer and bear valid seal of the Sealer of Weights and Measures having jurisdiction.
5. Weighing Cement:
    a. Weigh cement separately.
    b. Cement in Unbroken Standard Packages (Sacks): Need not be weighed.
    c. Bulk Cement and Fractional Packages: Weigh such cement.
6. Mixing Water: Measured by volume or by weight.

B. Concrete Proportions and Consistency:
1. Concrete Consistency and Composition:
    a. Provide concrete that can be worked readily into corners and angles of forms and around reinforcement without excessive vibration and without permitting materials to segregate or free water to collect on surface.
    b. Prevent unnecessary or haphazard changes in consistency of concrete.
2. Ratio of Coarse Aggregate to Fine Aggregate: Not less than 1.0 nor more than 2.0 for all concrete Classes.
3. Aggregate:
    a. Obtain aggregate from source which is capable of providing uniform quality, moisture content, and grading during any single day's operation.
4. Concrete Mix Water to Cement Ratio, Minimum Cement Content, and Slump Range: Conform to values specified in Table 1 in this Section.
5. Concrete Batch Weights: Control and adjust so as to secure maximum yield, and at all times maintain proportions of concrete mix within specified limits.
6. Mixture Modification: If required, by the Engineer, modify mixture within limits set forth in this Section.

C. Concrete Mixes:
1. Proportioning of Concrete Mix: Proportion mixes to meet required minimum average compressive strength f'_c.
2. Mixes:
    a. Adjusting of Water: After acceptance, do not change mixes without acceptance by Engineer, except that at all times adjust batching of water to compensate for free moisture content of fine aggregate.
    b. Total Water Content of Each Concrete Class: Not exceed those specified in Table A in this Section.
    c. Checking Moisture Content of Fine Aggregate: Furnish satisfactory means at batching plant for checking moisture content of fine aggregate.
3. Change in Mixes: Undertake new trial batch and test program as specified in this Section.

D. Hand Mixed Concrete:
1. Hand mix concrete only when acceptable to the Engineer.
2. Prepare hand mixed concrete on watertight, level platform in batches not to exceed 1/3 cubic yard each.
3. Aggregate:
    a. First spread required amount of coarse aggregate on platform in an even and uniform layer, and then over such aggregate spread proper proportion of fine aggregate.
    b. Combined Depth of Both Such Layers: Not be greater than one foot.

4. Cement:
    a. First evenly spread required quantity of cement over fine aggregate.
    b. Then turn entire batch with shovels at least twice before adding water.
5. Water:
    a. Then uniformly sprinkle or spray proper amount of water over batched materials.
    b. Then turn with shovels not less than three times before being removing from platform.

E. Classes of Concrete:
1. Provide concrete different concrete mixes for the applications indicated on Drawings and indicated herein.
2. Class A Concrete: Class A shall be used in all applications unless otherwise indicated the plans or if a different concrete mix is specified for a specific application below.
3. Class G Concrete: Class G shall be used for all precast and cast place in structures including manholes and inlets. Class G concrete and reinforcement shall meet the requirements for exposure class C2 per ACI 318 and 310.
4. Concrete used within the Highway (El Camino Real) shall be either Minor Concrete or Rapid Strength Concrete (RSC).
    a. Minor Concrete shall be in conformance with Caltrans standard specification section 90-2. Minimum amount of cementitious material shall be 505 lbs./cubic yard of concrete.
    b. Rapid Strength Concrete shall be in conformance with Caltrans standard specification section 90-3.
5. All sidewalk and curb concrete shall contain 1 lb. of lamp black per cubic yard.
6. Pumped Concrete: Provide pumped concrete that complies with all requirements of this Section.
7. Do not place concrete with slump outside limits indicated in Table 1.
8. Classes:
    a. Classes A and G Type II low alkali cement.
    b. Admixtures: Provide admixtures as specified in this Section.

TABLE 1
CONCRETE WITH AIR ENTRAINMENT

Class	Minimum Compressive Strength f'c at 28 Days (Pounds per Square Inch)	Maximum Net Water to Cement Ratio	Minimum Cement per Cubic Yard of Concrete by Weight (Pounds)	Slump Range (Inches)
A	4,000	0.45	564	2 to 4
G	5,000	0.40	N/A	2 to 4

F. Air Entraining Admixture:
1. Add agent to batch in portion of mixing water.
2. Batch solution by means of mechanical batcher capable of accurate measurement.

2.04 CONTROLLED DENSITY FILL (CDF)

A. Compressive Strength: 50 psi minimum and 100 psi maximum at 28 days.

B. Material Proportions:

Material	Volume
Cement (1.25 Sacks)	0.60
Flyash	0.64
Water	6.41
Sand	19.35
Total	27.00

2.05 WATERSTOPS

A. All concrete joints shall be made watertight by using a preformed plastic material that is permanently self-adhering and flexible. Compound shall be “Ram-Nek” by Henry Company or approved equal.

B. Manhole pipe connection shall have an A-Lox X-Cel water stop or approved.

PART 3 EXECUTION

3.01 INSTALLATION

A. Joints and Bonding:
   1. As far as practicable construct concrete work as monolith.
   2. Locations of contraction, construction, expansion, and other joints are indicated on the Plans or as specified in this Section.
   3. Construction Joints:
      a. Where construction joints are not indicated on the Plans, provide slabs and walls with construction joints at intervals not greater than 30 feet.
      b. In order to preserve strength and watertightness of structures, make no other joints, except as authorized the Engineer.
      c. At construction joints, thoroughly clean concrete of laitance, grease, oil, mud, dirt, curing compounds, mortar droppings, or other objectionable matter by means of heavy sandblasting, and wash surfaces just prior to succeeding concrete placement.
      d. At Horizontal Joints: Immediately prior to resuming concrete placing operations, thoroughly spread bed of grout not less than 1/2 inch in thickness, nor more than 1 inch in thickness over horizontal joint surfaces.
   4. Take special care to ensure that concrete is well consolidated around and against waterstops and that waterstops are secured in proper position.

B. Conveying and Placing Concrete:

1. Convey concrete from mixer to place of final deposit by methods which prevent separation or loss of materials.
2. Use equipment for chuting, pumping, and conveying concrete of such size and design as to ensure practically continuous flow of concrete at delivery end without separation of materials.
3. Design and use chutes and devices for conveying and depositing concrete that direct concrete vertically downward when discharged from chute or conveying device.
4. Keep equipment for conveying concrete thoroughly clean by washing and scraping upon completion of any day's placement.

C. Placing Concrete:
1. Provide City with a minimum of two (2) days notice prior to placing concrete.
2. Do Not Place Concrete Until:
   a. Reinforcement is securely and properly fastened in its correct position and loose form ties at construction joints have been retightened.
   b. Dowels, bucks, sleeves, hangers, pipes, conduits, bolts, and any other fixtures required to be embedded in concrete have been placed and adequately anchored.
   c. Forms have been cleaned and oiled as specified.
3. Placement of concrete in which initial set has occurred, or of retempered concrete, will not be permitted.
4. Place no concrete during rainstorms or high velocity winds.
5. Protect concrete placed immediately before rain to prevent water from coming in contact with such concrete or winds causing excessive drying.
6. Keep sufficient protective covering on hand at all times for protection of concrete.
7. After acceptance, adhere to proposed sequence of placing concrete, except when specific changes are requested and accepted by the Engineer.
8. Depositing Concrete:
   a. Deposit concrete at or near its final position to avoid segregation caused by rehandling or flowing.
   b. Do not deposit concrete in large quantities in one place and work along forms with vibrator or by other methods.
   c. Do not drop concrete freely into place from height greater than 5 feet.
   d. Use tremies for placing concrete where drop is over 5 feet.
   e. Commence placement of concrete on slopes, at bottom of slope.
9. Place concrete in approximately horizontal layers not to exceed 24 inches in depth and bring up evenly in all parts of forms.
10. Continue concrete placement without avoidable interruption, in continuous operation, until end of placement is reached.
11. If more than 20 minutes lapse prior to placement of new concrete over concrete previously placed, reduce depth of layers being placed at one time, and/or increase placing equipment, until it is possible to return with placing operation to previously placed concrete within 20 minutes.
12. If concrete is to be placed over previously placed concrete and more than 20 minutes have elapsed, then spread layer of grout not less than 1/2 inch in thickness nor more than 1 inch in thickness over surface before placing additional concrete.

D. Consolidating Concrete:
1. Place concrete with aid of acceptable mechanical vibrators.

2. Thoroughly consolidate concrete around reinforcement, pipes, or other shapes built into the work.
3. Provide sufficiently intense vibration to cause concrete to flow and settle readily into place and to visibly affect concrete over radius of at least 18 inches.
4. Vibrators:
    a. Keep sufficient vibrators on hand at all times to vibrate concrete as placed.
    b. In addition to vibrators in actual use while concrete is being placed, have on hand minimum 1 spare vibrator in serviceable condition.
    c. Place no concrete until it has been ascertained that all vibrating equipment, including spares, are in serviceable condition.
5. Take special care to place concrete solidly against forms so as to leave no voids.
6. Take every precaution to make concrete solid, compact, and smooth, and if for any reason surfaces or interiors have voids or are in any way defective, repair such concrete in manner acceptable to the Engineer.

E. Footings and Slabs on Grade:
1. Do not place concrete on ground or compacted fill until subgrade is in moist condition acceptable to the Engineer.
2. If necessary, sprinkle subgrade with water not less than 6 nor more than 20 hours in advance of placing concrete.
3. If it becomes dry prior to actual placing of concrete, sprinkle again, without forming pools of water.
4. Place no concrete if subgrade is muddy or soft.

F. Loading Concrete:
1. Green Concrete:
    a. No heavy loading of green concrete will be permitted.
    b. Green concrete is defined as concrete with less than 100 percent of the specified strength.
2. No backfill shall be placed against concrete walls until the concrete has reached the specified strength and the connecting slabs and beams have been cast and have reached the specified strength.
3. Use construction methods, sequencing, and allow time for concrete to reach adequate strength to prevent overstress of the concrete structure during construction.

G. Curing Concrete:
1. General:
    a. Cure concrete by methods specified in this Section.
    b. Cure concrete minimum of 7 days.
2. Water Curing:
    a. Keep surfaces of concrete being water cured constantly and visibly moist day and night for period of not less than 7 days.
    b. Each day forms remain in place may count as 1 day of water curing.
    c. No further curing credit will be allowed for forms in place after contact has once been broken between concrete surface and forms.
    d. Do not loosen form ties during period when concrete is being cured by leaving forms in place.
    e. Flood top of walls with water at least 3 times per day and keep concrete surfaces moist at all times during 7 day curing period.
3. Sprayed Membrane Curing:

a. Apply curing compound to concrete surface after repairing and patching, and within 1 hour after forms are removed.
b. If more than 1-hour elapses after removal of forms, do not use membrane curing compound, but apply water curing for full curing period.
c. If surface requires repairing or painting, water cure such concrete surfaces.
d. Curing Compound:
    1) Do not remove curing compound from concrete in less than 7 days.
    2) Curing compound may be removed only upon written request by the Contractor and acceptance by the Engineer, stating what measures are to be performed to adequately cure structures.
    3) Take care to apply curing compound in area of construction joints to see that curing compound is placed within construction joint silhouette.
    4) Remove curing compound placed within construction joint silhouette by heavy sandblasting prior to placing any new concrete.
    5) Contractor's Option: Instead of using curing compound for curing of construction joints such joints may be water cured.
    6) Apply curing compound by mechanical, power operated sprayer and mechanical agitator that will uniformly mix all pigment and compound.
    7) Apply compound in at least 2 coats.
    8) Apply each coat in direction 90 degrees to preceding coat.
    9) Apply compound in sufficient quantity so that concrete has uniform appearance and that natural color is effectively and completely concealed at time of spraying.
    10) Continue to coat and recoat surfaces until specified coverage is achieved and until coating film remains on concrete surfaces.
    11) Thickness and Coverage of Compound: Provide compound having film thickness that can be scraped from surfaces at any and all points after drying for at least 24 hours.
    12) The Contractor is cautioned that method of applying curing compound specified herein may require more compound than normally suggested by manufacturer of compound and also more than is customary in the trade.
    13) Apply amounts specified herein, regardless of manufacturer's recommendations or customary practice, if curing compound is used in place of water curing.
    14) If the Contractor desires to use curing compound other than specified compound, coat sample areas of concrete wall with proposed compound and also similar adjacent area with specified compound in specified manner for comparison.
        a) If proposed sample is not equal or better, in opinion of the Engineer, in all features, proposed substitution will not be allowed.
    15) Prior to final acceptance of the work, remove, by sandblasting or other acceptable method, any curing compound on surfaces exposed to view, so that only natural color of finished concrete is visible uniformly over entire surface.

4. Plastic Membrane Curing:
    a. Polyethylene film may be used to cure slabs. Seal joints and edges with small sand berm.
    b. Install plastic membrane as soon as concrete is finished and can be walked on without damage.
    c. Keep concrete moist under plastic membrane.

3.02 CONCRETE FINISHING

A. Protect persons and adjacent materials and finishes from dust, dirt and other surface or physical damage during finishing operations, including materials driven by wind.

B. Exposed Concrete Surfaces:
   1. Repair defective work, remove fins, offsets, and curing membrane, and grind projections smooth. Fill depressions 1/4 inch or larger in depth or width and with mortar after removal of curing membrane.

C. Horizontal Concrete: After proper and adequate vibration and tamping, use the following finishes for horizontal concrete surfaces.
   1. All surfaces except where otherwise indicated herein: Steel trowel finish, without local depressions or high points, followed by light hairbroom finish. Do not use stiff bristle brooms or brushes. Perform brooming parallel to slab-drainage. Provide resulting finish that is rough enough to provide nonskid finish.

D. Joints:
   1. Provide joints as indicated on the Plans.

3.03 FIELD QUALITY CONTROL

A. Testing of Concrete:
   1. During progress of construction, the City will have tests made to determine whether the concrete, as being produced, complies with requirements specified.
   2. Tests will be performed in accordance with ASTM C 31, ASTM C 39, and ASTM C 172.
   3. The City’s laboratory technician will make and deliver test cylinders to the laboratory for testing.
   4. Required Number Cylinders for testing by City:
      a. Not less than 3 cylinder specimens, 6 inch diameter by 12 inch long, will be tested for each 150 cubic yards of each class of concrete with minimum of 3 three specimens for each class of concrete placed and not less than 3 specimens for each half day's placement.
      b. One cylinder will be broken at 7 days and 2 at 28 days.
   5. The City’s laboratory technician will test slump at the beginning of each placement, as often as necessary to keep slump within the specified range, and when requested to do so by the Engineer.
   6. The Contractor shall:
      a. Coordinate test cylinder sampling with City’s laboratory technician.
      b. Coordinate slump tests of concrete with the City’s laboratory technician, who will use a slump cone in accordance with requirements of ASTM C 143.
      c. Not use concrete that does not meet specification requirements in regard to slump but remove such concrete from project site.
      d. Provide concrete for test specimens when requested by the Engineer for the purposes of Quality Assurance testing.

B. Air Entraining Admixture:
   1. Test percent of entrained air in concrete at beginning of each placement, as often as necessary to keep entrained air within specified range, and when requested to do so by the Engineer.
   2. Provide test equipment.
   3. Do not use concrete that does not meet Specification requirements as to air entrainment and shall remove such concrete from project site.

4. Test air entrainment in concrete in accordance with ASTM C 173.
5. The Engineer may at any time test percent of entrained air in concrete received on project site.

C. Enforcement of Strength Requirement:
   1. Concrete is expected to reach higher compressive strength than that which is indicated in Table 1 as specified compressive strength f'c.
   2. Strength Level of Concrete: Will be considered acceptable if following conditions are satisfied.
      a. Averages of all sets of 3 consecutive strength test results is greater or equal to specified compressive strength f'c.
      b. No individual strength test (average of 2 cylinders) falls below specified compressive strength f'c by more than 500 pounds per square inch.
      c. Whenever one, or both, of 2 conditions stated above is not satisfied, provide additional curing of affected portion followed by cores taken in accordance with ASTM C 42 and ACI 318 and comply with following requirements:
         1) If additional curing does not bring average of 3 cores taken in affected area to at least specified compressive strength f'c, designate such concrete in affected area as defective.
         2) The Engineer may require the Contractor to strengthen defective concrete by means of additional concrete, additional reinforcing steel, or replacement of defective concrete, all of the Contractor's expense.

*****END OF SECTION*****

SECTION 03400
PRECAST CONCRETE

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Precast concrete manholes and Lampholes.

B. Related Sections:
   1. Section 02200 – Excavation and Backfill
   2. Section 03300 - Cast in Place Concrete.

1.02 QUALITY ASSURANCE

A. American Concrete Institute (ACI), *Building Code Requirements for Reinforced Concrete*.

B. Caltrans Standard Specifications.

1.03 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM):
   1. C150 - Portland Cement.
   2. C858 - Underground Precast Concrete Utility Structures.

1.04 SUBMITTALS

A. Standard manufacturer’s product data.

1.05 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be delivered to the jobsite as a complete unit, clearly labeled with the manufacturer's product identification and printed instructions.

B. All materials shall be stored in a secure location to prevent theft or damage and in accordance with the manufacturer's recommendations.

C. All materials shall be handled and installed in accordance with the manufacturer's instructions.

PART 2 PRODUCTS

2.01 PRECAST MANHOLES

A. Where shown on the Plans, Contractor may use reinforced concrete structures that are cast at an off-site location.
   1. Precast concrete manhole sections shall conform to ASTM C588.

B. All precast concrete structures shall be manufactured in a plant especially designed for that purpose. Standard Products should be used wherever feasible.

C. Precast concrete manholes, frames, and covers shall be rated for H-20 traffic loading.

2.02 PRECAST LAMPHOLES

A. Where shown on the Plans, Contractor may use reinforced concrete structures that are cast at an off-site location.
   1. Precast concrete Lamphole structures shall be Christy B03 with B03C Lid, or G05 with G05CT Lid or approved equal. Cover shall contain the Letters “sewer”.

B. All precast concrete structures shall be manufactured in a plant especially designed for that purpose. Standard Products should be used wherever feasible.

C. Precast concrete structures, frames, and covers shall be rated for H-20 traffic loading.

2.03 WATER STOPS

A. All concrete joints shall be made watertight by using a preformed plastic material that is permanently self-adhering and flexible. Compound shall be “Ram-Nek” by Henry Company or approved equal.

B. Manhole pipe connection shall have an A-Lox X-Cel water stop or approved equal.

PART 3 EXECUTION

3.01 CASTING

A. Precast concrete structures shall be cast and cured at the plant following manufacturer’s procedures.

B. Structures shall not be shipped to the job site until fully cured.

3.02 STORAGE, HANDLING AND DELIVERY

A. Precast concrete structures shall be fully braced (with temporary struts if necessary) until delivered to the project site, installed, leveled and anchored into place as shown on the Plans.

B. After cure, precast concrete structures may be stored on the project site in conformance with these specifications, at the Contractor’s own risk.

C. Contractor is responsible for coordinating the delivery of precast concrete structures and all trades required for their installation and anchorage.

3.03 INSTALLATION

A. Precast concrete structures shall be installed as shown on the Plans, according to the manufacturer’s recommendations.

B. Joint sealers shall be used as specified herein for a watertight installation.

3.04 DEFECTIVE CONCRETE AND REPAIRS

A. Precast concrete showing cracks, rock pockets, voids, spalls, or other defects that adversely affect the structural adequacy of the concrete shall be considered defective.
   1. The Engineer shall be the arbiter as to whether concrete is defective.

B. Defective concrete resulting from improper casting or curing shall be repaired or replaced at the plant prior to shipment.
   1. All damaged concrete surfaces shall be inspected and any pour joints, voids, rock pockets, tie holes, etc. shall be patched at one time.

C. Damaged concrete that results from transportation, handling, or storage after the piece has left the plant shall be repaired or replaced at no expense to the City.

*****END OF SECTION*****

SECTION 03600
GROUTS

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Concrete mortar.
   2. Grout.
   3. Drypack mortar.
   4. Nonshrink grout.
   5. Epoxy grout.
   6. Non-shrink epoxy grout.

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. C109 - Test Method for Compressive Strength of Hydraulic Cement Mortars (using 2 inch or 50-millimeter cube specimens).
   2. C531 - Test Method for Liner Shrinkage and Coefficient of Thermal Expansion of Chemical-Resistant Mortars, Grouts, Monolithic Surfacings, and Polymer Concretes.
   3. C579 - Test Method for Compressive Strength of Chemical-Resistant Mortars and Monolithic Surfacings.
   4. C827 - Test Method for Change in Height at Early Ages of Cylindrical Specimens from Cementitious Mixtures.
   5. C939 - Test Method for Flow of Grout for Preplaced-Aggregate Concrete (Flow Cone Method).
   6. C1090 - Test Method for Measuring Change in Height of Cylindrical Specimens from Hydraulic-Cement Grout.
   7. C1107 - Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Nonshrink).
   8. C1181 - Test Methods for Compressive Creep of Chemical-Resistant Polymer Machinery Grouts.

1.03 SUBMITTALS

A. Non-shrink Grout and Non-shrink Epoxy Grout: Submit manufacturer's literature and certified test data prior to installation.

1.04 DELIVERY, STORAGE, AND HANDLING

A. All materials shall be delivered to the jobsite in their original, unopened packages or containers, clearly labeled with the manufacturer's product identification and printed instructions.

B. All materials shall be stored in a cool dry place and in accordance with the manufacturer's recommendations.

C. All materials shall be handled in accordance with the manufacturer's instructions.

1.05 PROJECT/SITE CONDITIONS

A. Refer to manufacturer's literature or contact the manufacturer for any special physical or environmental limitations that may be required for use of products.

1.06 WARRANTIES

A. Non-shrink Grout: The manufacturer shall warranty that the non-shrink grout will never go below its initial placement volume when tested in accordance with ASTM C1107.

B. Non-shrink Epoxy Grout: The manufacturer shall warranty that non-shrink epoxy grout will show negligible shrinkage or expansion when tested in accordance with ASTM C531.

PART 2 PRODUCTS

2.01 MATERIALS

A. Concrete Mortar:
   1. General: Consist of concrete mixture with coarse aggregate removed and water quantity adjusted as required.
   2. At Exposed Concrete Surfaces Not to Be Painted or Submerged in Water: White cement.

B. Grout:
   1. Consist of mixture of Portland cement and sand.

C. Dry-pack Mortar:
   1. Consist of mixture of Portland cement and sand.

D. Non-shrink Grout:
   1. Non-shrink grout shall be a preportioned and prepackaged cement-based mixture. It shall contain no metallic particles such as aluminum powder and no metallic aggregate such as iron filings. It shall require only the addition of potable water.
   2. Potable water for pre-soaking, mixing, and curing shall be clean and free of oils, acids, alkalies, organics, and any other deleterious matter.
   3. Bleeding: Non-shrink grout shall be free from the emergence of mixing water from within or the presence of water on its surface.
   4. Non-shrink grout shall be in accordance with ASTM C1107.
   5. Consistency: Non-shrink grout shall remain at a minimum flowable consistency for at least 45 minutes after mixing at 45 degrees Fahrenheit to 90 degrees Fahrenheit when tested in accordance with ASTM C230. If at a fluid consistency, it shall be verified in accordance with ASTM C939.
   6. Dimensional Stability (height change): Non-shrink grout shall be in accordance with ASTM C1107, volume-adjusting Grade B or C at 45 degrees to 90 degrees. It shall show 90 percent or greater bearing area under bases or baseplates.
   7. Compressive Strength: Non-shrink grout shall show minimum compressive strengths at 45 degrees Fahrenheit to 90 degrees Fahrenheit in accordance with

ASTM C1107 for various periods from the time of placement, including 5,000 pounds per square inch at 28 days when tested in accordance with ASTM C109 as modified by C1107.

8. Manufacturers: One of the following or equal:
    a. Five Star Products, Inc., Fairfield, CT, Five Star Grout.
    b. Master Builders, Inc., Cleveland, OH, Masterflow 928.
    c. L&M Construction Chemicals, Inc., Omaha, NE, CRYSTEX.

E. Epoxy Grout:
1. Consist of mixture of epoxy and sand.
2. Sand: Clean, bagged, graded, and kiln dried silica sand.

F. Non-shrink Epoxy Grout:
1. Non-shrink epoxy grout shall be a 100 percent solids, premeasured, prepackaged system containing a two-component thermosetting epoxy resin and inert aggregate.
2. Consistency: Non-shrink epoxy grout shall maintain a flowable consistency for at least 45 minutes at 70 degrees Fahrenheit.
3. Dimensional Stability (height change):
    a. Non-shrink epoxy grout shall have negligible shrinkage or expansion (less than 0.0006 in/in) when tested in accordance with ASTM C531.
4. Compressive Strength: Non-shrink epoxy grout shall show a minimum compressive strength of 10,000 pounds per square inch at 24 hours and 14,000 pounds per square inch at 7 days when tested in accordance with ASTM C579, Method B.
5. Compressive Creep: The compressive creep for non-shrink epoxy grout shall not exceed 0.0027 in/in when tested under a 400 pounds per square inch constant load at 140 degrees Fahrenheit in accordance with ASTM C1181.
6. Thermal Capability: The coefficient of thermal expansion for non-shrink epoxy grout shall not exceed 0.000018 inches per inch per degree Fahrenheit when tested under ASTM C531, Method B.
7. Manufacturers: One of the following or equal:
    a. Five Star Products, Inc., Fairfield, CT, Five Star Epoxy Grout.
    b. Master Builders, Inc., Cleveland, OH, Masterflow 648 CP Plus.
    c. L&M Construction Chemicals, Inc., EPOGROUT.

2.02 MIXES

A. Concrete Mortar Mix:
1. Use water-cement ratio that is no more than that specified for concrete being repaired.
2. At Exposed Concrete Surfaces Not to Be Painted or Submerged in Water: Use sufficient white cement to make color of finished patch match that of surrounding concrete.

B. Grout Mix:
1. For Concrete Repair: Mix in same proportions used for concrete being repaired, with only sufficient water to give required consistency for spreading.
2. For Spreading over the Surfaces of Construction or Cold Joints: Mix with no more water used than allowed by water-cement ratio specified for concrete.

3. For Other Applications: Mix in proportions by weight of one part cement to four parts of concrete sand.

C. Dry-pack Mortar Mix: Use only enough water so that resulting mortar will crumble to touch after being formed into ball by hand.

D. Non-shrink Grout: Mix in accordance with manufacturer's installation instructions such that resulting mix has fluid or flowable consistency and is suitable for placing by pouring.

E. Epoxy Grout:
1. Mix in accordance with manufacturer's installation instructions for mixing.
2. Proportioning:
   a. For horizontal work, consist of mixture of one part epoxy with not more than 2 parts sand.
   b. For vertical or overhead work, consist of 1 part epoxy gel with not more than 2 parts sand.

F. Non-shrink Epoxy Grout: Mix in accordance with manufacturer's installation instructions.

PART 3 EXECUTION

3.01 EXAMINATION

A. Inspect concrete surfaces to receive grout or mortar and verify that they are free of ice, frost, dirt, grease, oil, curing compounds, paints, impregnations and all loose material or foreign matter likely to affect the bond or performance of grout or mortar.

B. Confirm that newly placed concrete has been cured sufficiently to attain its design strength and limit further shrinkage.

C. Verify that temperature of cementitious or epoxy grout does not exceed manufacturer's recommendations.

3.02 PREPARATION

A. Surface Preparation:
1. Roughen all concrete surfaces by heavy sandblasting, chipping, or other mechanical means to assure bond. Loose or broken concrete shall be removed.
2. All grease, oil, dirt, curing compounds, laitance, and other deleterious materials that may affect bond that were identified in the inspection process shall be completely removed from concrete and bottoms of baseplates. All metal surfaces should have a 2 to 3 mil peak-to-valley profile for epoxy grouts.
3. For cementitious mortars and grouts, concrete surfaces shall be saturated surface dry. Any standing water shall be removed prior to placing grouts.
4. For epoxy grouts, do not wet concrete surfaces with water. Instead, where required, wet surfaces with epoxy for horizontal work or epoxy gel for vertical or overhead work prior to placing epoxy grouts.

B. Forms and Headboxes for Grouts (Cementitious or Epoxy):
   1. Forms for grouts shall be built of material with adequate strength to withstand the placement of grouts.
   2. Forms must be rigid and liquid tight. All cracks and joints shall be caulked with an elastomeric sealant. All forms shall be lined with polyethylene for easy grout release. Forms carefully waxed with two coats of heavy-duty paste wax shall also be acceptable.
   3. Forms shall be 4 to 6 inches higher than the baseplate on one side of the baseplate configuration when using head pressure for placement.
   4. A sufficient number of headboxes shall be built to facilitate placement of grouts.
   5. Air relief holes a minimum 1/8 inch in diameter shall be provided when required by a baseplate configuration to avoid entrapping air underneath.

3.03 APPLICATION

A. Cement Mortar and Grout:
   1. For Defective Concrete Repair:
      a. Filling: Filling of voids around items through the concrete.
      b. Grout Spreading: Spread over construction joints, cold joints, and similar type items.
   2. Concrete Surfaces:
      a. Apply epoxy bonding agent to clean, roughened, and dry surfaces before placing mortar or grout.
   3. Placing:
      a. Exercise particular care in placing Portland cement mortar or grout since they are required to furnish structural strength or impermeable water seal or both.
      b. Do not use cement mortar or grout that has not been placed within 30 minutes after mixing.

B. Epoxy Grout:
   1. Apply in accordance with manufacturer's installation instructions.
   2. Use where specified herein or where indicated on the Plans.

3.04 PLACEMENT

A. The Contractor shall make arrangements to have a grout manufacturer's representative present for a preconstruction meeting and during initial grout placement. Grout shall only be installed after the final equipment alignment is correct and accepted by the Engineer.
   1. Grouts shall be mixed in accordance with the manufacturer's recommendations.
   2. A mortar mixer with moving paddles shall be used for mixing grouts. For cementitious grouts, pre-wet the mixer and empty out excess water before beginning mixing.
   3. Cementitious Grouts:
      a. Non-shrink cementitious grout shall be added to a premeasured amount of water that does not exceed the manufacturer's maximum recommended water content.
      b. Mix cementitious grouts per manufacturer's instructions for uniform consistency.

c. Grouts may be drypacked, flowed, or pumped into place. All baseplate grouting shall take place from one side of a baseplate to the other to avoid trapping air. Do not overwork grouts.
d. Do not retemper grout by adding more water after stiffening.
e. Hydrostatic head pressure shall be maintained by keeping the level of the grout in the headbox above the bottom of the baseplate. The headbox should be filled to the maximum level and the grout worked down to top of baseplate.

4. Epoxy Grouts:
a. Epoxy grouts shall be mixed in complete units. Do not vary the ratio of components or add solvent to change the consistency of the mix.
b. Pour the hardener into the resin and mix for at least one minute and until each mixture is uniform in color. Pour the chemical components into the mortar mixer wheelbarrow and add the aggregate. Mix until aggregate is uniformly wetted. Overmixing will cause air entrapment in the mix.
c. All epoxy grout shall be flowed into place using a headbox. All grouting shall take place from one side of a baseplate to the other in a continuous flow to avoid trapping air.
d. Hydrostatic head pressure shall be maintained by keeping the level of grout in headboxes above the bottom of baseplates. Headboxes shall be filled to the maximum level and grout worked down to the bottom of baseplates.
e. Epoxy grouts shall not be cut back after setting. The final level of grout will be as installed with all chamfer edges built into the formwork.

3.05 CURING

A. Cementitious Grouts:
1. Grouts must be cut back to the lower edge of baseplates after reaching initial set. Provide a 45-degree angle cut back.
2. Clean equipment and tools as recommended by the grout manufacturer.
3. Cure Grouts in accordance with manufacturer's specifications and recommendations. Keep grout moist for a minimum of 3 days. The method needed to protect grouts will depend on temperature, humidity, and wind. Wet burlap, a soaker hose, sun shading, ponding and, in extreme conditions, a combination of methods shall be employed.
4. Grouts shall be maintained above 40 degrees Fahrenheit until they have attained a compressive strength of 3,000 pounds per square inch or above 70 degrees Fahrenheit for a minimum of 24 hours to avoid damage from subsequent freezing.

B. Epoxy Grouts:
1. Cure grouts in accordance with manufacturers' specifications and recommendations. Do not wet cure epoxy grouts.
2. Consult the manufacturer for appropriate cure schedule. In no case should any surface in contact with grout be allowed to fall below 50 degrees Fahrenheit for a minimum of 48 hours after placement.
3. Equipment and tools shall be cleaned immediately with a strong liquid detergent and water solution before grout hardens.

3.06 FIELD QUALITY CONTROL

A. Non-shrink cementitious grouts shall be tested for 24-hour compressive strength in accordance with ASTM C109.

B. Non-shrink grouts shall be tested for 24-hour compressive strength in accordance with ASTM C579 (Method B).

*****END OF SECTION*****

SECTION 06550

FRP MANHOLES, LIDS, AND ACCESSORIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Fiber Reinforced Plastic (FRP) Manholes
   2. Fiber Reinforced Plastic/Polymer (FRP) Manhole Frame and Cover
   3. High Density Polyethylene (HDPE) Manhole Risers

B. Related Sections:

   1. Section 02200 – Excavation and Backfill
   2. Section 02318 – Trenching
   3. Section 03300 – Cast in Place Concrete
   4. Section 03400 – Precast Concrete

1.02 REFERENCES

A. American Society for Testing and Materials (ASTM):
   1. C 581 – Practice for Determining Chemical Resistance of Chemical Thermosetting Resins Used in Glass-Fiber Reinforced Structures Intended for Liquid Service
   2. D 695 – Test Methods for Compressive Properties of Rigid Plastics
   3. D 790 – Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and electrical Insulating Materials
   4. D 2412 – Test Method for Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading
   5. D 2583 – Test Method for Indentation Hardness of Rigid Plastics by means of a Barcol Impressor
   6. D 2584 – Test Method for Ignition Loss of Cured Reinforced Resins
   7. D 3753 – Standard Specification for Glass-Fiber Reinforced Polyester Manholes

1.03 SUBMITTALS

A. Submit manufacturer's literature and certified test data prior to installation.

B. Shop drawings showing manhole dimensions, materials, accessories, and all other pertinent data.

C. Buoyancy calculations and proposed countermeasures for all FRP manholes.

D. Manufacturer’s installation recommendations.

PART 2 PRODUCTS

2.01 FRP MANHOLE

A. Manhole shall be manufactured by:
   1. Containment Solutions
   2. Fiberglass Structures Incorporated
   3. Or Approved Equal

B. Manhole shall be marked with the manufacturer's identification, manhole length, and ASTM designation.

C. Manhole shall be designed to resist hydrostatic and earth pressures. Anti-flotation rings and additional concrete around the manhole reducer may be required for buoyancy. **Contractor shall submit buoyancy calculations and proposed countermeasures for all manholes assuming the groundwater is 2 feet below the ground surface.**

D. Manhole shall have a light interior color and be resistant to hydrogen sulfide and other gases typically present in sewer applications

E. Fiberglass reinforced polyester manhole shall be manufactured from commercial grade polyester resin or other suitable polyester or vinyl ester resins with fiberglass reinforcements. Manhole shall be a one piece unit manufactured to meet or exceed all specifications of A.S.T.M. D-3753.

F. The fiberglass manhole and all related components shall be fabricated from corrosion proof material suitable for atmospheres containing hydrogen sulfide and dilute sulfuric acid as well as other gases associated with the wastewater collection system.

2.02 FRP MANHOLE FRAME AND COVER

A. FRP Frames and lids shall be manufactured by:
   1. East Jordan Iron Works, 2600 and 3800 Series
   2. Fibrelite
   3. Virtual Polymer Compounds
   4. Or Approved Equal

B. Cover shall be able to lock onto frame with quarter turn paddle locks

C. Cover shall have a pick bar

D. Frame and cover shall be resistant to hydrogen sulfide and other gases typically present in sewer applications

2.03 HDPE ADJUSTMENT RINGS

A. High Density Polyethylene (HDPE) adjustment rings shall be manufactured by:
   1. Ladtech System
   2. EJ Prescott
   3. Or Approved Equal

B. Made in conformance with ASTM D-4976

C. Traffic rated for HS-20 loading

D. Ultraviolet light and heat resistant

E. Interlocking and stackable

PART 3 EXECUTION

3.01 GENERAL

A. FRP Manholes, frames, and covers are to be installed where no incidental traffic is expected as shown on the Plans.

3.02 STORAGE AND HANDLING

A. Products shall be stored and handles in conformance with the manufacturer's instructions. Any damaged products shall be replaced by the Contractor at no cost to the City.

3.03 FRP MANHOLE INSTALLATION

A. Excavate to a sufficient depth in accordance to specification Section 02200.

B. Pour concrete base in accordance to specification Section 03300. Concrete base shall be of sufficient size to protect manhole against flotation in accordance with the manufacturer's recommendations. Additional concrete may be poured on top of an anti-flotation ring and around the reducer section as required for buoyancy.

C. Use timber or steel beams to lift and set manhole onto wet concrete in accordance to manufacturer's recommendation.

D. Set manhole with a minimum of 4 inches of fiberglass manhole inserted into the wet concrete below flow line, then move manhole to plumb. The concrete shall extend a minimum of one foot from the outside wall of the manhole. A water stop shall be installed and a minimum of 6-inches of concrete is required over incoming sewer lines. On the inside concrete shall form the bench and invert area and rise a minimum of 4 inches above incoming lines.

E. Backfill in accordance with specification Section 02200.

3.04 FRP FRAME AND COVER INSTALLATION

A. Contractor shall confirm existing cone/grade ring opening size prior to ordering frame and cover.

B. Set frame and cover on manhole in conformance with manufacturer's installation requirements.

3.05 HDPE GRADE RING INSTALLATION

A. Contractor shall confirm existing cone/grade ring opening size prior to ordering grade rings.

B. Install grade rings in conformance with the manufacturer's installation requirements.

*****END OF SECTION*****

SECTION 09900
WASTEWATER STRUCTURES COATING

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:
   1. Coating of sanitary sewer manholes as indicated on the contract drawings.

B. Related Sections
   1. Section 03300 - Cast In Place Concrete.
   2. Section 03400 - Precast Concrete.
   3. Section 03600 - Grouts

1.02 REFERENCE STANDARDS

A. American Society for Testing and Materials (ASTM)
   1. D570 - Standard Test Method for Water Absorption of Plastics
   2. D638 - Standard Test Method for Tensile Properties of Plastics
   3. D695 - Standard Test Method for Compressive Properties of Rigid Plastics
   4. D790 - Standard Test Method for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials
   5. D4258 - Standard Practice for Surface Cleaning Concrete for Coating
   6. D4259 - Standard Practice for Abrading Concrete
   7. D7234 - Standard Test Method for Pull-Off Adhesion Strength of Coatings on Concrete Using Portable Pull-Off Adhesion Testers

B. National Association of Corrosion Engineers (NACE)

C. Society for Protective Coatings (SSPC):
   1. SP1 - Solvent Cleaning
   2. SP13 - Surface Preparation of Concrete

D. American Concrete Institute (ACI)
   1. RAP-3 – Spall Repair by Low Pressure Spraying
   2. 546R – Concrete Repair Guide

1.03 SUBMITTALS

A. The Contractor shall furnish detailed data pertaining to the surfaces of the structure(s) to be rehabilitated, the rehabilitation product, surface preparation, and installation for review.

B. Letter from the Coatings Manufacturer certifying the Coatings Installer as factory trained and qualified.

C. Test reports from an independent testing laboratory confirming chemical resistance of coating for chemicals common to wastewater facilities.

PART 2 PRODUCTS

2.01 CEMENTITIOUS COATING

A. Manhole Coating

1. Coating material furnished under this specification shall be a prepackaged mortar mix, including all cement, aggregates and required additives.
2. The chemical composition of the cement portion as well as the aggregates of the mortar mix shall be as follows:

Al_2O_3	CaO	$FeO+Fe_2O_3$	SiO_2
39-44%	35-40%	9-15%	4-9%

3. The design properties of the mortar mix shall be as follows:

Compressive Strength (ASTM C109)	>5,000 psi	24 hours
	>7,000 psi	28 days
Flexural Strength (ASTM C293)	>600 psi	24 hours
	>1,300 psi	28 days
Splitting Tensile Strength (ASTM C496)	> 550 psi	24 hours
Bond Strength (ASTM C882)	>2,000 psi	28 days
Shrinkage at 28days (ASTM C157)	<0.07% cured @ 90% relative humidity	
Freeze/Thaw after 100 Cycles(ASTM C666)	No visible damage after 100 cycles	

4. Mix shall have been successfully used on at least 25 similar projects over a minimum of five (5) years
5. Mix shall be designed to withstand long-term exposure to hydrogen sulfide with pH values of 2 or lower.
6. Water used in mixing shall be clean, potable water, free of oil, acid, alkali and other material that may be detrimental to the performance of the mix.
7. Mix shall be one of the following approved products:
   a. SewperCoat PG
   b. Raven 705CA
   c. Parsons CA Liner
   d. Mainstay ML-CA
   e. Or Approved Equal

B. Hydraulic cement

1. Hydraulic cement shall be used to plug voids, major cracks, and locations showing signs of infiltration.
2. Hydraulic cement shall be one of the approved products:
   a. Parson Quick Plug
   b. Parson RPM
   c. Mainstay ML-10
   d. Or Approved Equal

PART 3 EXECUTION

3.01 GENERAL

A. All materials shall be delivered to the site in the manufacturer's sealed containers. Each container shall be labeled by the manufacturer, and the label shall be intact upon delivery.

B. Installation shall be in conformance with the manufacturer’s recommendations unless otherwise noted herein.

C. All protective coating materials shall be used within the manufacturer's recommended shelf life.

D. Storage: Coating materials shall be protected from exposure to inclement weather, and shall be thoroughly stirred, strained, and kept at a uniform consistency during application.

E. Mixing:
1. Coatings of different manufacturers shall not be mixed together.
2. Mixing of multi-component coating systems shall be performed in accordance with Manufacturer’s recommendations. Components must be mixed in complete batches only and used immediately.

F. Bench:
1. Where indicated on drawings, a new bench and trough shall be formed prior to coating.

G. Ladder Rungs:
1. Ladder Rungs shall be cut off flush to manhole wall prior to coating.

3.02 SURFACE PREPARATION

A. Remove roots.

B. All oil, grease, and form release and curing compounds shall be removed by detergent cleaning in accordance with SSPC-SP1 before abrasive blast cleaning. Surface preparation shall be performed in accordance with the latest editions of the following standards:

1. ASTM D4258: Standard Practice for Surface Cleaning Concrete for Coating
2. ASTM D4259: Standard Practice for Abrading Concrete

C. Concrete surfaces and deteriorated concrete surfaces to be coated or lined shall be abrasive blast cleaned in accordance with SSPC-SP13 to remove existing coatings, laitance, deteriorated concrete, and to roughen the surface equivalent to the surface of the No. 60 grit flint sandpaper (surface profile of 2.5 to 4 mils).

D. Repair any cracks, bug holes, spalled areas, holes, leaks, or evidence of leaks with mortar or grout as recommended by the coating manufacturer.

E. Unless required for proper adhesion, surfaces shall be dry prior to coating. The presence of moisture shall be determined with a moisture detection device such as Delmhorst Model DB, or equal.

F. All surfaces to be coated shall be completely dry, clean, and contaminant-free prior to application.

G. Additional surface preparation per the epoxy coating manufacturer's recommendations.

3.03 APPLICATION OF MATERIALS

A. Coating shall be applied by a Manufacturer approved installer.

B. Coating shall be applied by spray methods in accordance with the manufacturer requirements and as follows:
1. Material shall not be applied to frozen surfaces or surfaces that may freeze within 24 hours of application
2. Application shall be at an angle as near perpendicular to the sub-surface as practicable with the application nozzle held 1 foot from the sub-surface. If nozzle flow is non-uniform and slugs, sand spots and wet sloughs result, the nozzle shall be directed away from the work area until the faulty conditions are corrected.

C. Coatings shall be applied to all walls, benches, and inverts.

3.04 FIELD TESTING

A. Proper, safe access shall be provided in locations where requested by the Engineer to facilitate inspection. Additional illumination shall be furnished when the Engineer requests. Proper ventilation and atmospheric monitoring shall be provided as well as all other safety equipment and precautions required by OSHA for a safe inspection in all areas.

B. All manholes shall be visually inspected by the Contractor and by the City's inspector. Any leakage into the manhole shall be identified and repaired by the Contractor.

C. The City will conduct coating thickness measurements. Contractor shall recoat any areas found deficient in thickness.

D. Material Property Testing:

1. The City may elect to perform cementitious material property testing.

2. Contractor shall provide the City with 2-inch sample cubes as requested by the City. Samples shall be sprayed from a nozzle in the presence of the City. The City will arrange for and pay for independent laboratory testing for compression strength per ASTM C-109.

3.05 ADJUSTMENT AND CLEANING

A. At the completion of the Work, Contractor shall remove all material and debris associated with the Work of this Section.

B. At the completion of the Work, Contractor shall clean all surfaces to which coatings were applied, as well as all adjacent, uncoated surfaces in a manner acceptable to the Engineer.

C. Coatings shall be protected from damage until Final Acceptance of all Work in the area that was coated. Coatings damaged in any manner by Contractor prior to Final Acceptance of all Work in that area shall be repaired or replaced in a manner acceptable to the Engineer at no additional cost to the Owner.

D. Just prior to Final Acceptance of all Work in the area that was coated, Contractor shall clean all coatings, as recommended by the manufacturer, to provide a finished product acceptable to the Owner.

** END OF SECTION **

Appendix A
Sewer Site Information Report

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This site information report provides information regarding the existing conditions for the contractor to base their bid on. The report is provided for locations where the Contractor may not be able to easily access or differentiate where the manholes are repairs are. Surface conditions shall be restored to pre-construction conditions as detailed in this report, Contract Plans, and Specification. Contractor shall base their bid on the photos of the existing conditions identified in this report and special features described herein and on the Contract Plans. The Contractor is responsible for visiting all locations of the project outside of easement locations.

Locations in easements have limited access. The contractor is typically limited to handheld equipment in easement locations.

Note: All existing and proposed elements are approximate and schematic in nature.

2302 Casa Bona Ave
Manhole 440421.



2310 Coronet
Looking northwest. Approximate location of spot repair is circled in red.



2116 Pullman
Catch basin 6069A with metal plate cover.



Catch basin 237 located in yard.



Remove and replace broken wooden retaining wall as necessary for construction.



Pullman/Ralston

Manhole 442608 looking northwest. Sewer is located on the Ralston street side of the backyard fences.



1931 Hillman
Manhole 440629 looking Southeast.



Cleanout behind retaining wall.




SEWER

Arden
Looking upstream from manhole 440629.

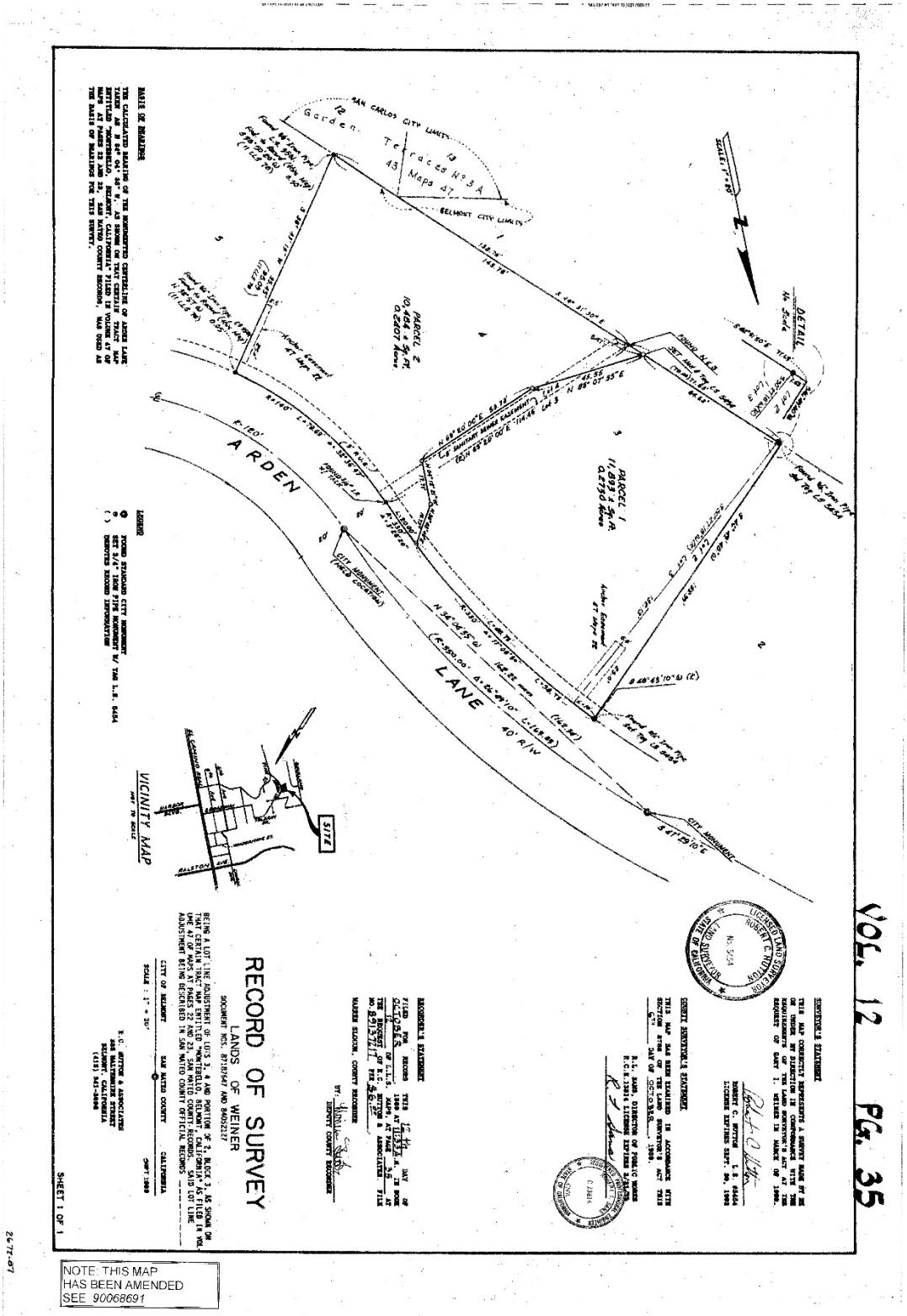


Lamphole 452035 shown in red (after building cleanout). Accessed from 1311 Talbryn Dr.





Existing Easement



1075 Broadway
Approximate location of spot repair in red.



106 Alameda De Las Pulgas
Manhole 432503 located in front of front yard fence.



Haskins

Looking towards 3316 and 3318 Haskins Drive near manhole 1091. Contractor can access site by foot from either house (3318 is easier) or along a very steep hillside from the downstream catch basin.



Looking towards sewer manhole (in front) and storm drain manhole 1091. Remove bush as necessary for construction.



Manhole 1091



Manhole 1091 and Cleanout 1094



811 El Capitan Way, Suite 130 | San Luis Obispo, CA 93401
805.787.0326 OFFICE
mnsengineers.com

March 4, 2025

Ms. Bozhena Palatnik
Senior Civil Engineer
City of Belmont, Public Works
One Twin Pines Lane, Suite 385
Belmont, CA 94002

SUBJECT: Proposal for Construction Management and Inspection Services
2025 Sewer Rehabilitation Project

Dear Ms. Palatnik:

MNS Engineers, Inc. (MNS) is pleased to submit the enclosed proposal to provide construction management and inspection services for 2025 Sewer Rehabilitation Project (Project). MNS has a depth of experience in construction management and inspection for wastewater conveyance projects, and we are familiar with the needs and expectations of the City of Belmont (City) on this project having provided similar services for the City on prior projects as well as for clients throughout the State.

Project Understanding

The 2025 Sewer Rehabilitation Project is a critical infrastructure upgrade for the City of Belmont, California. This project is designed to enhance the reliability, efficiency, and longevity of the city's sanitary sewer system while minimizing environmental impact and disruptions to the community. The project will rehabilitate, replace, and improve aging sewer infrastructure within roadways, easements, and landscaped areas, utilizing pipe bursting, cured-in-place pipe (CIPP) lining, open trench replacements, and horizontal directional drilling (HDD). Key components of the work include:

- **Pipe Bursting:** Replacement of 6-inch sewer mains with new 8-inch HDPE pipe across 2,752 linear feet (LF).
- **CIPP Lining:** Trenchless rehabilitation of existing 6-inch and 12-inch sewer mains totaling 1,334 LF.
- **Open Trench Sewer Replacement:** Installation of 1,624 LF of new 8-inch PVC/VCP sewer mains.
- **Lateral Replacements & Extensions:** Reconnection of 62 laterals, including 28 lateral extensions.
- **Manhole Rehabilitation & Installations:** Construction of 11 new manholes, rehabilitation and coating of existing manholes, and frame/cover replacements.

MNS DETAILS

LEGAL NAME
MNS Engineers, Inc.

FIRM OWNERSHIP TYPE
C-Corporation

YEAR FIRM ESTABLISHED
1962

CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS
DIR No. 1000003564

CORPORATE OFFICE
201 N. Calle Cesar Chavez,
Suite 300
Santa Barbara, CA 93103
805.692.6921 Office/Fax
mnsengineers.com

LOCAL OFFICE
2025 Gateway Place, Suite 328
San Jose, CA 95110

PROJECT CONTACT & AUTHORIZED SIGNATURE
Joe Pope, PE
Vice-President and Prinicipal Construction Manager
(805) 302-1624
jpope@mnsengineers.com

- **Storm Drain Replacements:** Open trench replacement of multiple storm drains, including 15-inch and 12-inch storm drain upgrades in Pullman Avenue, Monte Cresta Drive, Comstock Circle, and Haskins Drive.
- **Utility Coordination:** Protection of existing water mains and underground utilities per Mid-Peninsula Water District (MPWD) requirements.
- **Bypass Pumping & Flow Control:** Temporary sewage bypass systems to ensure uninterrupted service during construction.
- **Traffic Control Measures:** Compliance with traffic safety regulations during construction.
- **Environmental Compliance:** Implementation of Best Management Practices (BMPs) to mitigate stormwater pollution.
- **Site Restoration:** Returning all disturbed areas to their original condition.

The project will be implemented within residential neighborhoods, streets, easements, and landscaped areas, requiring careful coordination with the public, utilities, and city agencies. The construction is expected to take approximately four (4) months from the Notice to Proceed.

Scope of Work

Our staffing plan and cost proposal is based on our knowledge of the project and review of the plans and specifications and discussions with City staff. Our Construction Management services will consist of pre-construction, construction and post-construction services and will include project controls, QA, and Project Closeout. MNS will provide Construction Management and Inspection services per the attached Scope of Work.

Project Team

Our highly qualified project team is available to provide the City with high quality construction management, inspection, and quality assurance for a project delivered in accordance with the plans and specification. The following is the proposed CM team.

Principal Construction Manager – Joe Pope, PE, QSD

I will be responsible for overall construction management of the Project. I am a collaborative civil engineer with over 27 years of progressive, executive management experience leading large municipal and federal Public Works organizations. I have extensive experience managing large interdisciplinary engineering, operations, and planning teams in the efficient delivery of sustainable facilities, construction, solid waste services, environmental, water, wastewater, and electrical utilities. Prior to joining MNS, I served as the Water and Sanitation Director for the County of Ventura, where I was responsible for the management of 10 sewer collection systems, three (3) Wastewater Treatment Plants (over 5 MGD cumulative capacity), a 3 MGD recycled water system, and four (4) County Waterworks Districts serving potable water to municipal, agricultural, and industrial users.

Resident Engineer – Kevin Barteaux, PE

Mr. Barteaux has more than 27 yearas of experience administering and managing construction projects and programs. Kevin has managed all project phases from planning through design and construction. He is also skilled in risk management and claims negotiations, mitigation, and avoidance. He also brings experience in contract administration, caims prevention, team dynamics, risk analysis and total quality management (TQM). As Resident Engineer, Kevin will provide day to day coordination with the inspector and contractor, processing submittals, RFIs, pay applications, and escalating potential issues to the CM. Kevin will be responsible for submittal and RFI review, coordination, cost and schedule control.

Construction Inspector – Peter Testa
Mr. Testa will serve as the full-time construction inspector on this project. He has over 35 years of experience in the civil engineering industry with a focus on project management, plan development, plan review, and construction inspection for public works. Peter served as the Resident Engineer for the City of Belmont's Hiller Street Sanitary Sewer Main Upgrade Project. Peter's responsibilities on the Hiller St Project included recording the progress of the project and tracking labor hours and materials for extra work; verifying contractor's on site specifications; and reporting safety practices for a 12-foot deep trench with poor soil conditions.

Office Engineer – Yujia Luo

Ms. Luo is skilled in project communication and coordination and has provided construction administration support on numerous projects. As the Office Engineer, Yujia will be responsible for managing the project files, labor compliance, assisting with progress payments, tracking change orders, submittals, RFIs, monthly reports, as well as tracking of materials.

Project Schedule

MNS understands it is the intention of the City to start construction by June 2025. MNS has assumed a Notice to Proceed (NTP) will be issued by the end of May 2025, and a construction period of approximately 4 months.

Bid Opening	Late April 2025
Contract Award	May 2025
NTP	Late May 2025
Submittals/Procurement	May – June 2025
Construction	June – Sep 2025
Project Closeout	Oct - Nov 2025

Assumptions/Exclusions

- No nightwork, weekend, or holiday work is anticipated.
- Full-time inspection is assumed over the 4-month construction phase
- Total project duration will be 8 months, assuming a 2-month pre-construction period, 4-month construction phase, and 2-month post-construction/closeout phase.
- The City will be billed on an hourly basis with a 4-hour minimum.

Compensation

Our cost for the level of effort described in this proposal, which is based on a 8-month project with a construction phase of 4 months, starting in June 2025, is estimated at $315,340. The final cost will be based on the actual services performed, which depend on the contractor's schedule and efficiency as well as any additional services that the City may require. It is understood that this is an estimate of costs based upon the current available project information and actual costs will be as dictated by the construction operations.

Closing

Thank you for the opportunity to submit this proposal. We are excited and look forward to working with the City. Please feel free to contact me with any questions you may have at 805.302.1624 or jpope@mnsengineers.com. Thank you for your consideration.

Sincerely,
MNS Engineers, Inc.

J. C. Pope

Joe Pope, PE, QSD
Vice President of Construction - Water

Attachments: Scope of Work
Fee Estimate Spreadsheet
2025 MNS Standard Fee Schedule
Resumes

SCOPE OF WORK

2025 Sewer Rehabilitation Project, City of Belmont

CONSTRUCTION PHASE

TASK 1 – PROJECT MANAGEMENT SERVICES

1.1 Project Oversight

MNS will provide the services of a principal-in-charge to provide overall project supervision and assure that contractual obligations and client concerns are consistently met.

1.2 Ongoing Project Management

MNS will provide pre-construction phase and construction phase project management as necessary for the project by providing a Construction Manager to perform the following project functions:

1.2.1 Administration of Consultant Obligations - MNS will provide task schedules; coordination with City staff, utilities, and other contractors; maintenance of quality control and report preparation as part of the regular project management duties.

1.2.2 Construction Engineering - MNS will provide construction engineering to facilitate coordination for review of shop and working drawings, submittals, safety and accident prevention plans. We will perform contract drawing and specification interpretation as part of the regular project management duties.

1.2.3 Construction Coordination Meetings - MNS will conduct weekly meetings as part of the regular construction engineering duties. Additionally, meeting minutes will be written and distributed to all attendees and others as designated by the City.

1.2.4 Schedule - MNS will assure the contractor maintains up to date computerized schedules in critical path format. MNS will review the contractors' baseline and monthly schedule updates, coordinate changes, and forward written conclusions to the City. We will review to ensure milestone dates are realized in the schedule.

1.2.5 Anticipation and Avoidance of Problems and Claims - MNS will regularly review upcoming contract work to anticipate phasing or scheduling concerns, changed conditions, or plant operational conflicts.

TASK 2 – CONSTRUCTION MANAGEMENT SERVICES

2.0 Pre-Construction

2.0.1 Pre-Construction Meeting - MNS will arrange for and manage a pre-construction conference with the contractor prior to the start of work. The pre-construction conference will include representatives from the design engineering firm, the City, and any other stake holders who may be involved based upon the design and permit conditions. At this meeting we will discuss the hierarchy of both the City and the contractor as well as establish the protocol to be used throughout the project. The meeting will highlight the contractor's responsibility toward such items as:

- Safety
- Labor compliance
- Submittals
- Schedule updates
- Order of work
- Quality control
- Site access (security) and haul routes
- Materials certification
- Extra work or change of conditions
- Permit and utility agreements
- Weekly meetings
- Pay requests

Any questions or apparent issues that may be present at this time will be discussed and resolved prior to the contractor's mobilization. An agenda, action items and meeting minutes will be prepared and distributed.

2.0.2 Pre-Construction Training – None anticipated.

2.0.3 Pre-Construction Photo and Video Documentation - MNS will photograph areas of construction just prior to actual construction. Each photograph will record the date and time and will be made available to the City upon request during construction and turned over to the City with project files after construction.

2.1 Contract Administration

MNS will provide Construction Contract Administration Services as required to maintain accurate documentation of the construction. MNS will utilize CMIS, a cloud-based contract administration system for the project.

2.1.1 Construction Management Plan - MNS will prepare a Construction Management Plan that outlines the roles and responsibilities of the CM team during construction. The CM Plan will establish the protocol and procedures to be followed during construction such as submittal and RFI review; CCO review and approval; correspondence; contract administration and documentation requirements. The Plan will be submitted to the City for review prior to construction.

2.1.2 Correspondence and Reports – As part of the Construction Administration, MNS will manage all correspondence including tracking submittals, RFIs, CCOs, progress pay estimates, meeting minutes, testing reports, and furnishing reports on a regular basis as required by the City. Other correspondence will be produced as appropriate to the project status.

2.1.3 Submittal Review and Coordination - Prior to beginning the submittal process, MNS will work with the design engineer to develop a list of the required submittals. This will be used to ensure all items are submitted and done so in a reasonable amount of time prior to the work they pertain to. The majority of the submittals will be seen at the start of the project. This list can be reviewed at progress meetings and used proactively to help the contractor make submittals with a reasonable amount of time for sufficient review and acceptance without delay to construction. MNS will coordinate with the design engineer for the efficient review and processing of all submittals including shop drawings, product data, and project specific plans. An updated submittal log will be maintained to accurately track review and approval of all submittals.

2.1.4 RFI Review - MNS will review and coordinate with the design engineer (if needed) the resolution of contractor requests for information (RFIs) and other requests in a timely manner. MNS will maintain a running log.

2.1.5 Contract Time/Delays - MNS will track all working days and non-working days including weather days, CCO days, and other delays and will provide a weekly update of contract time at the weekly meeting. MNS will review any contractor requests for time extension and will make a recommendation to the City. Such requests will be cross referenced with the contractor's baseline schedule.

2.1.6 Material Substitutions - Submittals which are non-standard or substitute alternatives for items specified, will be forwarded to the design engineer for review. MNS will also be proactive in soliciting information from the contractor after award of bid to determine which items, if any, they may be substituting.

2.1.7 Weekly Meetings - MNS will hold a weekly construction meeting. The meetings are a valuable tool utilized to discuss project issues and concerns, discuss upcoming work items, coordination with plant operations, potential contract change orders, cost and schedule impacts, permit requirements, submittals, RFIs, and quality of work. The contractor will prepare a three-week look-ahead schedule to be reviewed and discussed at the meeting. Discussion on the contractor's upcoming schedule is important to anticipate any potential conflicts. MNS will prepare and distribute meeting minutes.

2.1.8 Reports - MNS will prepare a monthly report which summarizes the construction cost and progress. The report will include contract progress, costs including change orders, submittal log, RFI log, change order log, updated progress payments, photos depicting work performed that month, summary of work performed, and discussion of project issues and any unique construction techniques being performed.

2**.1.9 Certified Payroll Review** - MNS will spot review the contractor's certified payroll for completeness, accuracy, and prevailing wage compliance. MNS will perform periodic employee interviews to verify contractor's labor compliance and employees are being paid correctly in accordance to their duties. Any discrepancies will be brought to the contractor's attention and the City will be notified.

2.1.10 Permits - MNS will verify that contractor is adhering to and has maintained all permits applicable to the project including the Storm Water General Construction Permit.

2.2 Photo Record Maintenance

MNS will regularly photograph construction activity in digital format and deliver in electronic format.

2.3 Inspection

MNS will provide an onsite inspector. The inspectors' primary duties will be to inspect and verify that all work in place meets the requirements of the contract plans and specifications, shop drawings, change orders, and O & M manuals as well as maintenance of project documentation.

2.3.1 Daily Inspection Diaries - The project inspector will maintain daily written records of work, including notation of such things as weather, personnel and equipment on-site, sub-contractors on site, discussions held with contractor and others, project issues that arise, material and equipment received for on-site storage, etc. The inspector will maintain photo documentation as discussed previously.

2.3.2 Special Inspections - MNS will coordinate with the design engineer to determine and provide special inspections that may be required for construction.

2.3.3 Record Drawing Maintenance - MNS will regularly review the contractor's record set for completeness and accuracy as well as keeping a separate As-Built set throughout the project.

2.3.4 Verification of Material and Equipment - As material arrives on site, the MNS inspector will verify that the delivered items conform to the project specifications and approved submittals, prior to approving them for use on the project.

2.3.5 Acceptance/Performance Testing - The project inspector will coordinate acceptance and performance testing of each system or piece of equipment in conformance with the requirements of the written specifications, industry standards and controlling codes.

2.3.6 Off-Site Inspections – We will schedule and coordinate all off-site inspections.

2.4 Quality Assurance

MNS will review and inspect all work in progress to assure that it meets the requirements and quality of work outlined in the contract documents. Any deficient work will be rejected.

2.5 Site Visits

The MNS Construction Manager will visit the work site to stay abreast of the ongoing work and monitor the progress of the work. The CM will coordinate with the on-site inspector to assure construction quality.

2.6 Safety

MNS will review and ensure compliance of the contractor's safety plan as well as Cal OSHA requirements. We will notify the contractor of safety problems immediately and direct the contractor to suspend work if imminent hazard is not immediately remedied or a dangerous condition persists.

2.7 Construction Materials Testing

MNS will coordinate with the City's materials testing firm, to assure all material meets the project documents. All tests will be logged and copies of all test reports will be maintained in the project files.

2.8 Progress Payments

Our cost control system will be used to track and monitor the actual construction costs on each contract. The tracking of contract item payments and quantities is incorporated into the progress payment spreadsheet. Tracking of contract change order payments, extra work, and supplemental work will also utilize electronic spreadsheet tracking. The project monthly and overall cost as well as the contingency balance will be verified as part of the monthly progress pay request review and submission. Upon our review and approval of the contractor's payment request, we will forward a copy of the Monthly Payment Report form to the City for final approval and payment.

2.9 Schedule

MNS will assure that the contractors maintain an up to date schedule. MNS will review the contractors' baseline and monthly schedule updates, coordinate changes, and forward written conclusions to the City. We will review to ensure milestone dates and any shutdown dates for tie-in's are realized in the schedule. The schedule will be used as the basis of determination for granting extra days relative to change orders. Should a contractor start to fall behind schedule, we will request a Recovery schedule and discuss methods to expedite the work. This is one of the more useful tools in controlling both costs and budget for the project.

2.10 Change Order Processing and Review

Prior to the start of construction, MNS will meet with the City to establish change order procedures. During construction MNS will review and evaluate contractor change order requests, recommend solutions, verify costs, negotiate change orders, prepare change order form, and maintain a log of all change orders and costs. MNS will coordinate design-related changes with the design engineer or other affected agencies and check to make sure all pertinent information is provided for timely review. All changes are reviewed against the project schedule to determine any time impact. Upon evaluation of any changes, MNS will make a recommendation to the City.

2.11 Claims Management

The main objective relating to claims on any project is to avoid them when possible. Good tools toward accomplishing this are to anticipate and address any potential problems before they occur, provide timely response to RFIs, promptly process change orders, thoroughly review the contractor's schedule and provide experienced review of the project work. If unforeseen conditions occur, MNS will work to identify and resolve cost & schedule related issues to keep the project on schedule and within budget. During construction MNS will work to assure that conflicts in the field are identified ahead of the scheduled work the conflict could affect, work to reduce or minimize third party impacts to the work, and notify the contractor in a timely manner such that his schedule is not disrupted.

Notices of Potential Claims submitted by the contractor will be acted on and processed in a timely manner in accordance with the Contract Documents. Detailed record keeping throughout the project is paramount in evaluating the validity and costs associated with any notice of potential claim (NOPC). It is the objective of MNS to resolve any potential claims at the job level prior to becoming actual claims.

2.12 SWPPP Support

MNS will review the contractor's SWPPP and will provide storm water oversight throughout the project. We will monitor to verify the contractor is complying with the SWPPP requirements such as BMP maintenance and routine reporting.

TASK 3 – PROJECT CLOSEOUT
MNS will be proactive during the close out of the Contract.

3.1 "Punchlist" Inspection
The project inspector and Construction Manager will administer the specifications' final acceptance requirements and develop a deficiency list (punch-list) for the work performed, notify the contractor, and re-inspect the completed work. MNS will also conduct a final inspection in presence of City representatives and the contractor.

3.2 Record Drawing
MNS will review the contractors' record set for completeness and accuracy and will compare with our field copy. Submittal of Final Record Drawings will be required prior to recommending final completion.

3.3 Closeout
Upon satisfactory completion of all contract work, we will perform a final inspection, compile final invoices, assemble and submit contract closeout packages, prepare project closeout files and reports and recommend final acceptance of the project. A certificate of completion will be submitted to the City.

3.4 Final Report
MNS will prepare a final construction report for the project. At a minimum the report shall contain the following:

- Final costs of the project (items, change orders and settled claims)
- Summary of key dates (advertisement, bid opening, award, pre-construction meeting, first working day, completion date)
- Summary of working days, non-working days, change order days, weather days, and other days
- Summary of change orders (approved costs and final costs)
- Final progress pay estimate spreadsheet with final contingency balance
- Discussion of significant issues or problems encountered or addressed during construction

Construction Management and Inspection Services
2025 Sewer Rehab Project
City of Belmont

Project Schedule

PHASE	2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2026 Jan	Feb	Mar
Submittals/Procurement															
Construction															
Project Closeout															

PHASE		2025 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	2026 Jan	Feb	Mar	TOTAL HOURS	HOURLY RATE 2025	2026	TOTAL COST
Role	Staff																			
TASK 1 Pre-Construction																				
Principal In-Charge	Joe Pope				4	4											8	355.00	373.00	$ 2,840.00
Resident Engineer	Kevin Barteaux				24	24											48	285.00	300.00	$ 13,680.00
Senior Inspector	Peter Testa				16	16											32	210.00	221.00	$ 6,720.00
Office Administrator	Yujia Luo				16	16											32	140.00	147.00	$ 4,480.00
SUB-TOTAL		**0**	**0**	**0**	**60**	**60**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**120**			**$ 27,720.00**
TASK 2 Construction																				
Principal In-Charge	Joe Pope						4	4	4	4							16	355.00	373.00	$ 5,680.00
Resident Engineer	Kevin Barteaux						86	86	86	86							344	285.00	300.00	$ 98,040.00
Senior Inspector	Peter Testa						172	172	172	172							688	210.00	221.00	$ 144,480.00
Office Administrator	Yujia Luo						10	10	10	10							40	140.00	147.00	$ 5,600.00
SUB-TOTAL		**0**	**0**	**0**	**0**	**0**	**272**	**272**	**272**	**272**	**0**	**0**	**0**	**0**	**0**	**0**	**1088**			**$ 253,800.00**
TASK 3 Project Closeout																				
Principal In-Charge	Joe Pope										4	4					8	355.00	373.00	$ 2,840.00
Resident Engineer	Kevin Barteaux										36	24					60	285.00	300.00	$ 17,100.00
Senior Inspector	Peter Testa										24	16					40	210.00	221.00	$ 8,400.00
Office Administrator	Yujia Luo										16	16					32	140.00	147.00	$ 4,480.00
SUB-TOTAL		**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**80**	**60**	**0**	**0**	**0**	**0**	**140**			**$ 32,820.00**
TOTALS		**0**	**0**	**0**	**60**	**60**	**272**	**272**	**272**	**272**	**80**	**60**	**0**	**0**	**0**	**0**	**1348**			**$ 314,340.00**

Direct Expenses	TOTAL COST
Field/Direct Costs	$ 1,000.00
DIRECT EXPENSES SUB-TOTAL	**$ 1,000.00**

CONSTRUCTION MANAGEMENT AND INSPECTION TOTAL	**$ 315,340.00**

Notes:

1. Durations based on a 4 month construction phase.
2. Hours and costs are an estimate only; actual hours and costs will be based on contractor's schedule.
3. Overtime not included in this cost estimate. Any OT would be billed per MNS Standard Fee Schedule.
4. Construction Inspector's rate subject to adjustment if DIR Prevailing Wage rates are applicable.

2025 STANDARD SCHEDULE OF FEES

PROJECT/PROGRAM MANAGEMENT

Principal-In-Charge	$375
Senior Project/Program Manager	340
Project/Program Manager	290
Assistant Project/Program Manager	265
Senior Project Coordinator	210
Project Coordinator	175

ENGINEERING

Principal Engineer	$325
Lead Engineer	285
Supervising Engineer	270
Senior Project Engineer	245
Project Engineer	220
Associate Engineer	200
Assistant Engineer	185

SURVEYING

Principal Surveyor	$295
Lead Surveyor	285
Supervising Surveyor	245
Senior Project Surveyor	220
Project Surveyor	195
Associate Project Surveyor	185
Assistant Project Surveyor	170
Party Chief (PW)	200
Chainperson (PW)	170
One-Person Survey Crew (PW)	240

TECHNICAL SUPPORT

CADD Manager	$210
Supervising Technician	185
Senior Technician	175
Engineering Technician	140

CONSTRUCTION MANAGEMENT

Principal Construction Manager	$355
Senior Construction Manager	305
Senior Resident Engineer	295
Resident Engineer	285
Structure Representative	280
Construction Manager	245
Assistant Resident Engineer	225
Sr. Construction Inspector (PW)	210
Construction Inspector (PW)	195
Office Administrator	155

PLANNING

Planning Director	$250
City Planner/Planning Manager	230
Principal Planner	215
Senior Planner	200
Associate Planner	170
Assistant Planner	140
Planning Technician	120

ADMINISTRATIVE SUPPORT

Senior Management Analyst	$210
Management Analyst	180
IT Technician	150
Graphics/Visualization Specialist	160
Administrative Assistant	110

GOVERNMENT SERVICES

City Engineer	$280
Deputy City Engineer	250
Assistant City Engineer	235
Plan Check Engineer	195
Permit Engineer	185
City Inspector	175
Senior City Inspector (PW)	210
City Inspector (PW)	195
Principal Stormwater Specialist	240
Senior Stormwater Specialist	210
Stormwater Specialist	180
Stormwater Technician	160
Building Official	275
Senior Building Inspector	210
Building Inspector	185
Senior Grant Writer	200
Grant Writer	190
Associate Grant Writer	170
Assistant Grant Writer	155

DIRECT EXPENSES

Use of outside consultants as well as copies, blueprints, survey stakes, monuments, computer plots, telephone, travel (out of area) and all similar charges directly connected with the work will be charged at cost plus fifteen percent (15%). Mileage will be charged at the current federal mileage reimbursement rate.

PREVAILING WAGE RATES

Rates shown with Prevailing Wage "(PW)" annotation are used for field work on projects subject to federal or state prevailing wage law and are subject to increases per DIR.

ANNUAL ESCALATION

Standard fee rates provided for each classification are subject to 5% annual escalation or the most recent US Bureau of Labor Statistics Consumer Price Index, whichever is higher.

OVERTIME

Overtime for non-exempt employees will be charged at 1.5 x hourly rate; overtime for exempt employees and other classifications will be charged at 1 x hourly rate.

Joseph Pope, PE

Vice President of Construction Management Water



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Organizational leadership
- Water/wastewater resources
- Client relations
- Process improvement
- Contract management
- Team building

Years of Experience
- 27 Total
- <1 With MNS (start date 8/8/2024)
- 27 Prior to MNS

Licensing
- Professional Civil Engineer, CA No. 63533
- Qualified SWPPP Developer (QSD)

Certifications
- CalOES Safety Assessment Program
- Lean Six Sigma Green Belt Certification

Education
- MS, Civil and Environmental Engineering, University of California Los Angeles
- BS, Environmental Resources Engineering, Humbolt State University

Affiliations
- American Public Works Association
- American Water Works Association
- Association of California Water Agencies
- Society of American Military Engineers

Mr. Pope is a collaborative civil engineer with over 27 years of progressive, executive management experience leading large municipal and federal Public Works organizations. Joe is a recognized visionary leader in managing large interdisciplinary engineering, operations, and planning teams in the efficient delivery of sustainable facilities, construction, environmental, water, wastewater, and electrical utilities. He is an exceptional problem solver with excellent communication skills and an ethical and inspirational leader.

Newell Creek Pipeline Felton/Graham Hill Project, City of Santa Cruz, CA. Principal Construction Manager. This $21M project includes installation of approximately 23,400 linear feet of 24-inch ductile iron pipe, a 100-foot crossing over a river, 90-foot trenchless railroad crossing, existing pipeline and facility abandonment, cathodic protection system, and pavement improvements in environmentally sensitive habitats and high traffic areas. (12/2024 - Present)

Wastewater Program, City of Gonzales, CA. Principal Project Manager. The City of Gonzales has initiated an aggressive wastewater program to address compliance with regulatory requirements. The program undertakes several components of the wastewater system including construction of over two miles of 24/27-inch PVC conveyance piping, a new one MGD industrial wastewater treatment facility, rehabilitation of the existing municipal wastewater treatment plant, and future expansion of both treatment plants. (8/2024-Present)

Biosolids and Energy Phase 1 (BESP1), Goleta Sanitary District, Santa Barbara, CA. Principal Construction Manager. The Goleta Sanitary District (GSD) has undertaken the BESP1 project, which includes construction of a new, pre-stressed concrete digester, installation of a cogeneration system with an integrated digester gas cleaning system, improvements to the digester heating system, as well as construction of associated demolition, yard piping, and electrical and instrumentation. The project site is within Coastal Commission jurisdiction, requiring compliance with a Coastal Development permit, and is also within the direct vicinity of the Santa Barbara airport, requiring Federal Aviation Administration permitting and coordination. In addition, the WWTP is within a Native American archeological area of interest, requiring close coordination with paleontological and archeological monitors during excavation. Overall Cost: $9.9M (08/2024 - 08/2025)

Ventura County Public Works Agency, CA. *Director of Water and Sanitation*. Joe was the Department Director for 80 employees, overseeing a $90 million annual budget and was responsible for managing water, wastewater, recycled water, and solid waste services for special districts and unincorporated areas of Ventura County. (05/2019 – 06/2024)

Piru Tertiary Wastewater Treatment Plant Upgrade, Piru, CA. As Department Director, led Water and Sanitation team in the planning, permitting, design, and construction of $7M tertiary treatment plant upgrade for Ventura County Waterworks District No. 16. The project installed a bio-solids dewatering belt press, ozone and chemical pre-treatment systems, electrodialysis reversal membranes, and evaporation pond facilities to achieve a high recovery rate desalination process for removal of high TDS and Chlorides to meet permit requirements. (01/2020 - 12/2023).

Somis Ranch Farmworker Housing Project, Somis, CA. As Department Director, the Water and Sanitation team led in the planning, design, permitting, and construction of all potable water infrastructure for new four-lot subdivision farmworker housing community. Construction included construction of an existing water tower. The 26-acre site included phase 1 construction of 200 individual units and all service connections. Project included installation 8-inch PVC, 10-inch PVC and 3,000 feet of 12-inch PVC water lines within and adjacent to the Caltrans right-of-way. The scope also included new electrical duct bank, sewer lines and communications lines and abandonment of existing 4-inch and 8-inch lines, and construction of a new 300,000 gallon welded steel, coated water tank. (05/2019 - 08/2023).

Piru Battery/Microgrid Project, Piru, CA. As Department Director, led team in the design and installation of a 140kW battery energy storage system and smart microgrid to improve the Piru Wastewater Treatment Plant's resiliency during power shutoff events, allowing the plan to island from the grid for up to 18 hours. Project funding of $918,380 obtained through CPUC SGIP program. (02/2021 - 04/2023)

Well No. 2 Iron and Manganese Facility, County of Ventura, CA. As Department Director, led Water and Sanitation team in the planning, permitting, design, and construction of a $3M iron and manganese wellhead treatment facility for Ventura County Waterworks District No. 19, Somis, CA. The Well No. 2 iron and manganese removal facilities project included the installation of three horizontal greensand filters, a reclaim tank and chemical treatment facilities. (05/2019-07/2021).

Ventura County Naval Base, Point Mugu, CA. *Public Works Director*. Joe served a Navy Base population of 19,000 and led a 300 person Public Works Department with a $250 million annual budget. He was responsible for the maintenance and operation of 1,600 facilities, c ivil works, utility infrastructure, roads, services and construction contracting, environmental and code compliance, facilities, fleet management, and urban planning. (06/2016 – 05/2019)

Navy Expeditionary Combat Command Pacific, HI. *Director of Operations – Asia Pacific Region*. Joe collaborated with a diverse team of stakeholders in the annual execution of over $20 million in Navy Expeditionary Operations in support of the Pacific Command Theater Security Cooperation Program. (06/2014 – 05/2016)

NAVFAC Hawaii, Pearl Harbor, HI. *Director of Design, Construction, and Service Contracting*. Joe led 150 engineers, architects, contracting officers, and engineering technicians in the execution of over 370 construction contracts and 96 facilities service contracts worth over $1 billion. Joe also supported a Joint Base population of 52,000 personnel. (07/2012 – 06/2014)

Naval Mobile Construction Battalion 133, Gulfport, MS. *Executive Officer*. Joe was second-in-command of a 600-person Naval Mobile Construction Battalion. He supervised 70 employees and a $20 million budget. Joe deployed overseas to provide contingency construction, humanitarian assistance, disaster recovery, and peacetime construction. (06/2010 – 07/2012)

Chief of Naval Operations, Washington, DC. *Senior Strategic Facilities Analyst*. Joe served as the Shore Readiness Planning Programming Budget Execution and Models/Metrics Analyst, coordinating the programming of the Navy's $9 billion annual infrastructure program. He developed Navy policies to guide future infrastructure development. (12/2008 – 06/2010)

United States Senate, Washington, DC. *Legislative Fellow*. Joe served Senator Barbara Mikulski in support of Defense and Veterans Affairs Policies. (12/2007 – 12/2008)

Naval Facilities Engineering Command Headquarters, Washington, DC. *Executive Assistant*. Joe served as the Executive Assistant to the Deputy Chief of Civil Engineers and provided planning, design, construction and maintenance, acquisition and real estate services, and environmental and contingency engineering for the Navy ashore. (07/2006 – 12/2007)

Naval Mobile Construction Battalion Forty, Port Hueneme, CA. *Company Commander/Assistant Operations Officer/Officer-in-Charge*. Joe was responsible for planning projects, training, and operational reporting requirements for a 600-person Construction Battalion. (08/2003 – 08/2005)

Naval Air Station Sigonella, Sicily, Italy. *Public Works Planning and Operations Officer*. Joe was responsible for the planning, code compliance, technical plan review, maintenance, construction, and repair of facilities and operation of utilities while leading 180 employees. He served a Navy Base population of 7,200 personnel. (10/2000 – 08/2003)

Kevin Barteaux, PE

Senior Construction Manager



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Construction management
- Risk management and claims negations

Years of Experience
- 27 Total
- 1 With MNS (since 2023)

Licensing
- Professional Civil Engineer, CA No. 58392

Education
- BS, Civil Engineering, University of California, Berkeley

Military Service
- United States Army, Ft. Carson, CO (March 85 – March 88)
- United States Marine Corps, Kaneohe Bay MCAS, HI (July 81 – July 84)

Awards
- APWA Northern California Chapter Project of the Year ($5M-$25M), 2013
- SFPUC O'Shaughnessy Team Award Winner, 2010

Mr. Barteaux has more than 27 years of experience administering and managing construction projects and programs. Kevin has managed all project phases from planning through design and construction. He is also skilled in risk management and claims negations, mitigation, and avoidance. He also brings experience in contract administration, claims prevention, team dynamics, risk analysis, and total quality management (TQM). His experience includes:

Sanitary System Improvements Project, City of Mill Valley, CA. *Resident Engineer.* The project entails repairing and replacing segments of sanitary sewer pipelines and manholes throughout the City of Mill Valley. Methods include open-cut repairs, spot repairs, cured-in-place-pipe lining (CIPP), and pipe bursting. Other elements include implementation of a water pollution control plan; traffic control; potholing to locate utilities; asphalt removal; removal and replacement of concrete curbs and gutters, sidewalks, and driveways; clearing and grubbing, excavation, subgrade preparation, and placement and compaction of aggregate base; rehabilitation, reconnection and repair/replacement of sewer laterals; placement of asphalt concrete pavement; and applying striping and markers. (02/2024-Present)

Fire Station No. 1 PRVs Relocation, City of Milpitas, CA. *Resident Engineer.* The scope of work involves abandoning and relocating two existing underground water supply pressure reducing facilities to above ground locations. Modifications for the 12-inch PRS and 16-inch PRS systems include removing and disposing of the associated gate valves, anchor blocks, valve anodes, and anode test stations. In addition, the project involves the receipt, installation, calibration, and commissioning of the 12-inch PRV and 16-inch PRV owner supplied valves. (08/2024-Present)

Santa Cruz County Regional Transportation Commission (SCCRTC), CA. *Resident Engineer.* Kevin's projects included:

- Valencia Creek Sewer Relocation
- Lower Rodeo Trunk Line Replacement
- Arana Sewer Trunk Line Sewer Replacement

These projects repaired and replaced existing public sewer lines within the County of Santa Cruz. Construction elements consisted of replacing deteriorating ACP sanitary sewer trunklines, tying pipes into manholes, adding/replacing manholes, rehabilitation

of spray-on liners, and replacing pavement associated with sewer trenching. The construction methods included open-cut trenching and trenchless micro-tunneling to install the new sewer pipes. All work occurred within the existing right-of-way of the old pipelines. Additional improvements included the slurry seal of paved roads, parking areas, and drives. MNS provided construction management services during construction and project close-out. Additionally, MNS construction inspectors inspected and monitored the projects to ensure construction is in accordance with the project contract documents including compliance with cleanup, safety, and traffic control standards. (10/2023 to 09/2024

Bay Corridor Distribution and Transmission Projects, CCSF Public Utilities Commission – Construction Management Bureau, San Francisco, CA. *Program Construction Manager.* Managed teams of Resident Engineers, Office Engineers, Construction and Environmental Inspectors, and office staff involved in a $150M Design-Build program to install high-voltage electrical substations, vaults and duct banks, as well as high-pressure waterlines (AWSS), and sewer pipelines along the San Francisco Bay Corridor. (02/2018 to 05/2020)

Infrastructure Projects, CCSF Public Utilities Commission – Construction Management Bureau, San Francisco, CA. *Construction Manager and Resident Engineer*. Duties involved managing and supervising teams of professional engineers, junior engineers, construction inspectors, environmental consultants, safety officials, public relations representatives, and office staff to ensure the safe, lawful, and timely completion of the projects. Individual responsibilities included anticipating and resolving potential claims, initiating and negotiating change orders, ensuring all contract work was performed in accordance with the plans and specifications, solving field-related problems as they arose, and managing the construction schedule and budget to ensure the team completed the projects on time and within budget. (02/2006 to 01/2018)

Projects included:

- **Griffith Yard Improvements.** $17M project to develop a vacant site to serve as the field headquarters for the City's Sewer Operations Unit.
- **Southeast Water Pollution Control Plant Emergency Repairs.** $14M project to make emergency repairs to a sewage treatment plant's digesters and sludge bins in San Francisco.
- **Cordilleras Micro-Tunnel.** $5.3 M project to bore a 72-inch-diameter tunnel and install approximately 1400 linear feet of 60-inch-diameter steel pipeline in Redwood City, CA.
- **Lower Crystal Springs Dam Improvements.** $20.4M project to increase the capacity of the reservoir by raising the height of the dam's parapet walls, widening its spillway, and enlarging the stilling basin.
- **San Andreas Pipeline Installation.** $17.1M project to install approximately 4.4 miles of 36-inch-diameter water transmission main from Daly City into San Francisco.
- **East-West Transmission Main Installation.** $23.2M project to install approximately 4.7 miles of 36-inch and 42-inch-diameter water-transmission main across San Francisco, including a jack and bore tunnel under Interstate 280.

Local Water Main Replacement Projects, CCSF Public Utilities Commission – Construction Management Bureau, San Francisco, CA. *Section Manager.* Managed a ten-person team of professional engineers and construction inspectors to provide construction management services for a $31M annual program to install new ductile-iron water mains throughout San Francisco. Duties included supervising and monitoring the staff and serving as the Resident Engineer on each individual project. (09/2003 to 01/2006)

Watershed Roadway and Fence Projects, CCSF Public Utilities Commission – Construction Management Bureau, San Francisco, CA. *Project Manager.* Managed all phases of nine roadway and fence projects within San Francisco's Crystal Springs watershed. Duties included the preparation of project plans and work breakdown structures, coordinating the preparation of environmental and geotechnical reports, soliciting and approving proposals from consultants, design engineers, and construction managers, coordinating work between SFPUC departments and other City agencies, preparing Commission agenda items, and meeting with stakeholders to ensure satisfactory results. (08/2002 to 08/2003)

Various Civil Engineering Projects, CCSF Recreation and Park Department, San Francisco, CA. *Project Director.* Serving as the Department Civil Engineer in the Capital Projects Division, managed and coordinated all phases of construction projects that varied in size and complexity. Projects included drainage upgrades and erosion controls at various neighborhood parks, restoration of dunes and wetlands along the San Francisco shoreline, dredging and sand mining at the SF Marina, developing master plans for neighborhood parks, and rehabilitating lakes and relocating underground utilities in Golden Gate Park. Responsibilities included reporting to the Recreation and Parks Commission and

other committees, facilitating neighborhood meetings, and providing input for community taskforce teams. (08/1999 to 07/2002)

PUC/DPW One-Point-of-Contact for Spot Paving and Sewer Repairs, CCSF Department of Public Works – Bureau of Construction Management, San Francisco, CA. *Program Manager.* Assigned as the one-point-of contact between the Public Utilities Commission and the Department of Public Works for a $10M annual spot paving and sewer repair program throughout San Francisco. In addition to prioritizing work assignments, additional duties included contract preparation and administration, compiling budget and expenditure reports, providing public outreach for local residents and merchants, supervising construction inspectors, and making engineering decisions in the field when problems arose. (11/1997 to 07/1999)

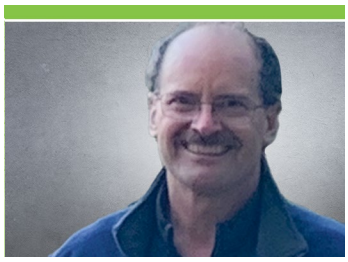
Utilities Relocation Project, San Francisco International Airport, CCSF Department of Public Works, Bureau of Construction Management, San Francisco, CA. *Office Engineer.* Provided construction management assistance for an $8M project to construct a sewage pump station at the San Francisco International Airport. Special duties included coordinating work between different Contractors and airport personnel within confined work areas, negotiating change orders and potential claims, and supervising the work of office and field personnel. (01/1996 to 10/1997)

North Embarcadero Roadway and F-Line Extension, CCSF Department of Public Works, Bureau of Construction Management, San Francisco, CA. *Field Engineer.* Provided construction management assistance for a $24M project to realign and renovate San Francisco's waterfront area along the Embarcadero. Specific duties included estimating costs for Proposed Change Orders and potential claims, verifying and approving progress payments, inspecting and monitoring Force Accounts and Disputed Work Orders, and assuming Resident Engineer duties for the project closeout phase. (11/1994 to 12/1995)

Saint Mary's High School Gymnasium, Nibbi Brothers, Albany, CA. *Assistant Project Manager.* Kevin provided project management assistance for a $4M project to enlarge a high school gymnasium. Duties included preparing contracts and scopes of work for subcontractors, creating and monitoring computerized CPM schedules, conducting time analysis studies to help justify construction delays in other projects, and ensuring the timely submission of RFIs, PCOs, Progress Payments, and submittals. (04/1994 to 11/1994)

Peter Testa

Design Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Structural engineering principles and calculations
- California Building Code in Part 2, Volumes 1 and 2
- Waterproofing design for buildings
- Construction inspection
- Structure waterproofing design

Building construction

Years of Experience
- 35 Total
- 3 With MNS (since 2021)
- 30 Prior to MNS

Education
BS, Civil Engineering (Emphasis in Structural Engineering), San Jose State University, San Jose, CA

Mr. Testa has over 35 years of project management experience with the City of San Jose Public Works Department and prepared several in-house designs of civil and architectural types of projects. Peter is also proficient in AutoCAD and MS Office Suite. His experience includes:

Main Lift Odor Emission Control Facility, City of Milpitas, CA. *Project Manager.* MNS is providing project management services for construction of an odor emission control facility at the City's Main Sewage Pump Station. The project includes the demolition of existing piping, concrete pads, and asphalt concrete (AC). The project also includes the installation of a trickling biofilter with associated duct work, piping, anchors, mechanical equipment ,electronic control panels, and reinforced concrete equipment pads. Construction value $1,293,500. (3/2021 – current)

Lower Rodeo Trunkline Replacement, County of Santa Cruz, CA. *Project Manager.* Project consists of replacement of 1,688 linear feet of aging sewer lines, line existing manholes, and replace manhole frame and lids. Construction value: $1.4M. (8/2023 – current)

Primary Sedimentation Tank Rehabilitation and Electrical Upgrade, City of Palo Alto, CA. *Project Manager.* MNS is currently providing construction management services and loan administration for the Primary Sedimentation Tank Rehabilitation and Equipment Room Electrical Upgrade Project funded by the California State Water Resources Control Board Clean Water State Revolving Fund. The $13.9M project entails planning, design, and procurement to rehabilitate and upgrade PSTs and primary effluent channel structure, sludge collection mechanism system drive units, primary sludge and scrum piping, electrical Motor Control Center (MCCs), and ancillary systems to improve reliability of treatment processes at the Regional Water Quality Control Plant (RWQCP). (09/2021 – current)

Hiller Street Sanitary Sewer Main Upgrade, City of Belmont, CA. *Project Manager*. This project replaced sewer lines in the vicinity of Hiller Street and Wessex Way to accommodate new developments. The project included the replacement of 402-feet of existing 6-inch sewer with 15-inch sewer main; replacement of 1,406-feet of existing 8-inch with 15-inch sewer main; replacement of 50-feet of existing 10-inch with 15-inch sewer main with a connection to the Hiller Street Pump Station; repair of existing manholes and installation of

new manholes, roadway repairs; concrete curb and gutter replacement; and the restoration of private property. MNS performed a technical and constructability review, and construction inspection services. Peter's responsibilities included recording the progress of the project and tracking labor hours and materials for extra work; verifying contractor's on site specifications; and reporting safety practices for a 12' deep trench with poor soil conditions. Construction value: $1.4M (09/22 – 06/2023)

Valencia Creek Sewer Relocation, County of Santa Cruz, CA. *Assistant Resident Engineer/Construction Inspector*. Project consists of installing steel pipe casing and new sewer line by pilot tube guided boring underneath a railroad and Highway One in Aptos. Other sewer installation methods used are cured-in-place pipe and traditional open cut trench. Peter's responsibilities include reviewing and distributing project documents (e.g. submittals, change orders);coordinating with general contractor, design engineers and city staff; tracking and reporting expenditures; facilitating week progress meeting and project inspection. Construction value: $2.64M. (6/2023 – current)

City Facilities Architectural Services Division, City of San Jose, CA. *Associate Engineer*. Peter managed multiple projects, each over $5M in construction value, through the Decade of Investment bonds period such as Fire Stations (FS) 34, 35, and Cambrian Library. Peter also completed struggling projects, notably, FS 12, 13, 17, 19, and 24; assisted with the civil design of each station driveway and grades; and developed standard Fire Station Driveway Details. Additional responsibilities included preparing site plans for numerous projects, most recently, FS 21 to design and co-manage the site for C3 compliance. Other notable projects included the Happy Hollow (HHPZ) Pedestrian Bridge, the Animal Care Center, HHPZ Alligator Exhibit, and the Agnews Demolition Project. Peter managed public project budgets, project scheduling, and cost estimating using RS Means Costworks among other tools. (06/2001 – 05/2019)

Rodriguez Street Sewer Rehabilitation Project, County of Santa Cruz, CA. *Construction Inspector*. This project replaced approximately 625-feet of existing public sewer lines in Rodriguez Street. Project elements included the replacement and repair of deteriorating 6-inch sanitary sewer pipe, rehabilitating manholes in despair, and replacing pavement associated with sewer trenching including slurry seal over 2,400 square yards on Rodriguez Street. The construction method was to open cut trench and install the new sewer pipes. All work occurred within the existing paved roads. MNS provided construction management services. Responsibilities included inspecting and monitoring the projects to ensure construction is in accordance with the project contract documents including compliance with cleanup, safety, and traffic control standards. (2022)

Architectural Engineering Division, Civil Structural Section, City of San Jose, CA. *Civil Engineer I/II*. Peter managed various projects and consultant agreements, prepared contract documents for public bid, reviewed plans and structural calculations for compliance with the California Building Code, managed construction of public projects in a variety of disciplines, prepared and managed consultant agreements, and coordinated with agencies in and out of the City of San Jose. Projects involved deposit of soil at landfills for environmental compliance, site grading and surveying, leaking underground fuel tank investigations and removals, fuel tank installations above and below ground, soil contamination investigations and clean up, downtown streetscapes, municipal water distribution, wood buildings, concrete construction, waterproofing of roof systems, restroom remodeling at the airport, parking lots, and demolition projects. Peter provided design and construction management services for the $1.2M East Santa Clara Street Sidewalk Improvement Project. (06/2001 – 05/2019)

WM. Jay Hammond & Associates, Newark, CA. *Structural Engineering*. Peter provided structural engineering for constructed buildings and design work for concrete foundations, retaining walls, and steel sign frames. (05/1989 – 10/1989)

Atlas Hydraulic Corporation, Hayward, CA. *Engineering Intern*. Atlas specializes in underground tanks for containment of hazardous materials. Peter worked under a civil engineer and performed the following: inspections for tank removals and installations, estimating, and designing tank hold down systems and drafting. (02/1988 – 08/1988)

Yujia Luo

Office Engineer



Firm
- MNS Engineers, Inc.

Areas of Expertise
- Revit
- AUTOCAD
- MS Project
- SAP: SFD and BMD analysis
- Plane Surveying
- MATLAB
- Primavera P6
- WaterGEMs (examined and analyzed the water distribution network)
- GIS

Years of Experience
- 3
- 2 with MNS
- 1 Prior to MNS

Education
- BS, Civil Engineering, San Jose State University, San Jose, CA, 2021
- AS, Math and Science, Contra Costa College, San Pablo, CA, 2019
- AA, Economics, Contra Costa College, San Pablo, CA, 2019

Ms. Luo is skilled in project communication and coordination and has provided construction administration support on numerous projects involving Caltrans LAPM. As the Office Engineer, Yujia will be responsible for managing the project files, labor compliance, assisting with progress payments, tracking change orders, submittals, RFIs, monthly reports, as well as tracking of materials. She is also proficient in in Revit (structural concrete design and 3D interior); AUTOCAD (develop and modify 3D models); MS Project; SAP (SFD and BMD analysis); Plane Surveying; MATLAB; Primavera P6; Microsoft Office Suites; WaterGEMs (examined and analyzed the water distribution network), and GIS. Her experience includes:

Construction Management On-Call Services—Storm Damage Projects, County of Santa Cruz, CA. *Office Engineer*. MNS is providing construction management services for federal, state, and locally funded projects. The projects vary in scope and size and include roadway rehabilitation, widening and/or realignment of existing facilities, relocation of existing facilities, and construction of new facilities. Assigned task orders for federally funded storm-damaged road repair projects include: Glen Haven Road ($415k); Valencia Road ($3.3M); North Rodeo Gulch ($1.1M); Cox Road ($600K); Cox Road ($900K); Glen Haven ($1.2M); Branciforte Drive ($1.3M); Lower Highland Way ($375K); Browns Valley Road; Valencia Road ($654K); Trout Gulch Road ($310K); Trout Gulch Road ($370K); Eureka Cyn Road and Green Valley Road. Assisted the County with reviewing the EWBs and managed the project files.

Maresa Culvert Rehabilitation, County of Santa Cruz, CA. *Office Engineer*. MNS provided Construction Management Services, including project management, pre-construction, coordination, contract administration, construction inspection, and project closeout services for culvert rehabilitation at MP 9.02.

Rodriguez Street Sewer Rehabilitation Project, County of Santa Cruz, CA. *Office Engineer*. This project replaced approximately 625-feet of existing public sewer lines in Rodriguez Street. Project elements included the replacement and repair of deteriorating 6-inch sanitary sewer pipe, rehabilitating manholes in despair, and replacing pavement associated with sewer trenching including slurry seal over 2,400 square yards on Rodriguez Street. The construction method was to open cut trench and install the new sewer pipes. All work occurred within the existing paved roads. MNS provided

construction management services**.** Responsibilities included project communication and coordination, public relations, contract administration, CPM schedule review and approval, cost control and progress pay estimates, submittal/Request for Information (RFI) approval, change orders and claims management, quality assurance materials testing services, quality assurance of quality control inspection reports, quality assurance construction staking, and Water Pollution Control Program (WPCP) and Site Specific Safety Plan compliance.

East Cliff Drive Sewer Replacement Project, Santa Cruz County, CA. *Office Engineer.* This project repairs and replaces existing public sewer lines along East Cliff Drive and portions of 13th Avenue and Corcoran Avenue. Construction elements consist of replacing a deteriorating 8-inch sanitary sewer main pipe and larger trunk line pipes, tying pipes into existing manholes, rehabilitating manholes by either lining with polymer concrete inserts or spray-on liners, and replacing pavement associated with sewer trenching. The construction method is open-cut trench to install the new sewer pipes. All work occurs within the existing paved roads. Additional improvements include replacing pavement and adding new green bike lanes along East Cliff and Portola Drives within portions of the project area. MNS provides construction management services during construction and project close-out.

Pajaro River Bridge Rehabilitation, County of Santa Cruz, CA. *Office Engineer*. MNS provided Construction Management Services, including project management, pre-construction, coordination, contract administration, construction inspection, and project closeout services to repair the storm-damaged Pajaro River Bridge.

On-Call Construction Management/Construction Inspection, County of Sonoma, CA. *Office Engineer*. MNS services include resident engineering, construction inspection, material testing coordination, and public outreach notifications coordination. The 2022 Pavement Preservation Program, Project C22401 project improved and rehabilitated over 21 miles of roadway with asphalt concrete overlays (some sections included full-depth reclamation treatments), chip and slurry seals along with associated flagging, traffic signal modification with Multi-Sensor Video Detection System (MSVDS) with video imaging and radar technologies, metal beam guard rail (MBGR), ditch maintenance, culvert replacement, traffic control, pavement repair of structural sections, cold planning, shoulder backing, and delineation of the new pavement surface. Construction cost is $21M.

Strawberry Road Rehabilitation, County of Marin, CA. *Office Engineer*. This project restored the road condition on two residential streets in the Strawberry neighborhood: Bayview Terrace and Deer Hill Court. Improvements included cold planing existing pavement, existing base material recompaction, hot mix asphalt paving, drainage upgrades (free of ponding on both streets), and curb and gutter replacement. MNS provided construction management services including the following: weekly progress meetings; cost and scheduling management; assistance with public notifications and awareness; construction inspection; and materials testing services. The project was funded through the California Department of Resources Recycling and Recovery (CalRecycle) and the County's Road and Bridge Rehabilitation fund.

TCEP – Quiet Zone Safety Engineering Measures, City of Emeryville, CA. *Office Engineer***.** Tasks for this $2M DIR ID: 406106 project included the following: prepare and review monthly construction estimates, conduct periodic construction inspections, take inspection photos and prepare inspector daily report, create the force analysis excel spreadsheet, CCOs and correspondence, review the Certified Payroll to make sure it meets the prevailing wage rate, maintain project log sheets and project files.

Pothole and Base Repair No. 2, Port Chicago and Bates, City of Concord. *Office Engineer*. This $1.9M DIR ID: 424040 project included roughly 200,000 square feet of pothole and base repair work along Port Chicago Highway and Bates Avenue in the City of Concord. Work included traffic control, staging of the work, SWPPP management, asphalt concrete removal, hot mix asphalt placement, pavement marking and striping removal and installation, and replacement of detector loops at all major intersections along Port Chicago Highway up to Bates Avenue Intersection. All work was performed at night to reduce impacts on local business and traffic on Port Chicago Highway and Bates Avenue. Assisted the inspector in marking out the stationing on the field and administrative tasks.

Water Treatment Foundation Strengthening, City of Pittsburg, CA. *Project Manager***.** Yujia read and analyzed the plan from the consultant company, prepared site status reports, created an Engineer's Estimate, oversaw the development of project schedules, ensured the project complied with all regulatory requirements, and prepared daily reports during the construction phase.

Speed Hump Installation, City of Pittsburg, CA. *Project Manager.* For this $45k project, Yujia assisted the Traffic Engineer in planning, documentation, implementation, and overall management of projects; provided a comparison of bids and scope review; prepared contracts and ensured the contractor's insurance was current before initiating work; ensured the contractor followed the Traffic Control Plan during the construction; and prepared daily reports. (12/2020 to 02/2022)

CDBG ADA Curb Ramp Installation Project, City of Pittsburg, CA 94565. *Project Assistant.* ($170k) Identified the quantities number of ADA curb ramps that needed to be installed and took measurements of old curb ramps that needed to be demolished, prepared the RFQ, assisted the Project Manager with bid opening, assisted the Project manager in preparing documents for pre-construction meeting, and prepared daily reports. (11/2021 to 05/2021)

Laguna Seca Raceway Start/Finish Bridge Replacement and Track Overlay, County of Monterey. *Office Engineer.* This $10M project replaced the existing start/finish pedestrian bridge and repaved the existing racetrack. The demolition work included the existing bridges, starter's platform, columns, and footings. The construction work included two prefabricated pedestrian bridge segments and concrete bridge footings and abutments; a starter's stand; concrete pedestrian walkways, ramps, and stairs; railings and fencing; retaining walls; earthwork and drainage improvements; and utility relocations. The racetrack repaving work consisted of micro milling and cold planning of AC pavement; Hot Mix Asphalt (HMA) patching and paving; overlaying with specialty racetrack HMA mix; construction of HMA shoulders; chip sealing shoulder areas; reconstruction of racetrack curbs; shoulder grading; drainage improvements; and other miscellaneous construction. The project, which began in November 2022, fell behind schedule due to the near-record rainfall, erosion, and flooding. However, through the continuing support of the project stakeholders and MNS crew, the project accelerated with double shifts to be ready in time to host the first two events of the season. MNS provided construction management and inspection support throughout the project. (8/2022 to 2023)

Pajaro River Bridge Rehabilitation, County of Santa Cruz, CA. *Office Engineer*. MNS provided Construction Management Services, including project management, pre-construction, coordination, contract administration, construction inspection, and project closeout services to repair the storm-damaged Pajaro River Bridge. (10/2022 to 8/2023)

Maresa Culvert Rehabilitation, County of Santa Cruz, CA. *Office Engineer*. MNS provided Construction Management Services, including project management, pre-construction, coordination, contract administration, construction inspection, and project closeout services for culvert rehabilitation at MP 9.02. SCRTC.210046.04 (2/2023 to 3/2023)

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Laura Kirby, Human Resources Management Analyst, lkirby@belmont.gov
Agenda Title:	Revised Master Employee Pay Schedule – January 2025
Agenda Action:	Resolution

Recommendation

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

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

In accordance with CalPERS regulations and California Code of Regulations (CCR) Section 570.5, the City must maintain a detailed record of all established positions, including pay rates, effective dates, time base, and revision history. The City Council most recently approved the Master Employee Pay Schedule in December 2024 through Resolution No. 2024-80.

Analysis

The updates captured in the revised Master Employee Pay Schedule (Exhibit A) are limited to the following:

Wage Adjustments

- Implementing the January 2025 wage increases for the Belmont Police Officers Association (BPOA), as approved by the City Council in the 2025-2028 Memorandum of Understanding.
- Implementing the January 2025 wage increase for the Mid-Management Confidential Employees Association (MMCEA), as approved by the City Council in the 2025-2028 Memorandum of Understanding.
- Implementing the January 2025 wage increase for the Unrepresented Confidential and City Clerk employee groups, which maintain wage parity with the MMCEA group.

Alternatives

1. Provide staff with alternate 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 Employee Pay Schedule – January 2025

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The updated pay schedule is a labor contract obligation with direct fiscal impact. Funding for these increases will be incorporated into the budget and long-term financial plan.

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

RESOLUTION NO. 2025 –

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

WHEREAS, the latest version of the City's Master Employee Pay Schedule was approved by the City Council on December 3, 2024 via Resolution 2024-80; and,

WHEREAS, California Public Employees Retirement System (CalPERS) regulations, as outlined in California Code of Regulations Section 570.5, require that pay schedules must be approved and adopted by the City Council during a public meeting; and,

WHEREAS, Pay rates approved by the City Council through the Belmont Police Officers Association Memorandum of Understanding and the Mid-Management Confidential Employee Association Memorandum of Understanding for the 2025-2028 period necessitate updates to the publicly available pay schedule to ensure compliance with CalPERS regulations: and,

WHEREAS, the Unrepresented Confidential and City Clerk groups align their wage structure with the Mid-Management Confidential Employee Association group, as outlined in their approved compensation and benefits plans, necessitating corresponding adjustments to their pay rates.

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 March 25, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Ann Ritzma, Interim Administrative Services Director, aritzma@belmont.gov
Agenda Title:	Memorandum of Understanding with the Belmont Police Officers Association
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving the Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association for the period January 1, 2025, through June 30, 2028, with an optional extension through June 30, 2029.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The current Memorandum Understanding between the City of Belmont and the Belmont Police Officers Association (BPOA) expires June 30, 2025. In late 2024, the City and BPOA proactively opened labor negotiations ahead of schedule to address wage disparity and the ongoing challenges of recruitment and retention. The City's negotiating team and the BPOA negotiation team have been meeting in good faith and the parties reached tentative agreement on February 25, 2025.

Analysis

The proposed Memorandum of Understanding includes the following key provisions:

Sworn Employee Salary Adjustments

- January 5, 2025 - 4%
- July 6, 2025 – 3.5%
- January 4, 2026 – 3.5%
- First full pay period of July 2026 – 3.5% (minimum) – 5% (maximum) based on Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area April 2025-April 2026
- First full pay period of July 2027 - 4% (minimum) – 5% (maximum) based on Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area April 2026-April 2027
- Pending optional MOU extension, first full pay period of July 2028 -– 3.5% (minimum) – 5% (maximum) based on Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area April 2027-April 2028

Non-Sworn Employee Salary Adjustments

- January 4, 2026 - 4%
- First full pay period of January 2027 – 3.5%
- First full pay period of January 2028 – 3.5%
- Pending optional MOU extension, first full pay period of January 2029 -– 3.5% (minimum) – 5% (maximum) based on Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area April 2027-April 2028

Limited Reopener for Sworn Market Equity Adjustments

The City will conduct a salary survey for all sworn classifications in December 2026. Both parties agree to use the same benchmark jurisdictions of Redwood City, Palo Alto, Atherton, Campbell, San Mateo, Los Gatos, Colma, Menlo Park, Foster City, San Mateo County, Daly City, Los Altos, South San Francisco, Hillsborough, East Palo Alto, Brisbane, San Bruno, Burlingame, and Pacifica. In January 2027, if the salary survey for the sworn positions (Police Officer, Police Corporal, and Police Sergeant) reveals that all of these classifications are more than three and one-half percent (3.5%) below the median, the parties will reopen negotiations specifically to address the potential market equity adjustment for the Police Officer, Police Corporal, and/or Police Sergeant positions.

Sworn Retention Incentive

Effective the first full pay period in July 2025, and each July thereafter, employees in sworn classifications with a minimum of 10 years of law enforcement experience, including at least one (1) year in a special assignment or collateral duty, will receive a lump sum payment of $3,000.

Dispatcher POST Incentive

Effective the first full pay period in July 2025, and the first full pay period in each July thereafter, employees in dispatcher classifications with at least six months of dispatcher experience with the City of Belmont and that possess an Intermediate POST Certificate shall receive a lump sum payment of $1,000.

Effective the first full pay period in July 2025, and the first full pay period in each July thereafter, employees in dispatcher classifications with at least six months of dispatcher experience and that possess an Advanced POST Certificate shall receive a lump sum payment of $1,500.

An employee eligible to receive both the Intermediate POST Certificate pay and the Advanced POST Certificate pay will only receive the Advanced POST Certificate pay and not both.

Digital Evidence Production Pay

Effective the first full pay period in July 2025, and the first full pay period in each July thereafter, non-sworn records personnel regularly performing digital evidence and records management, storage, and retrieval functions for one year or more as determined by the Police Chief shall receive a lump sum payment of $1,250.

Alternatives

1. Provide staff with alternate direction in full or in part
2. Take No Action

Attachments

A. Resolution
   a. Exhibit A - BPOA Revised Compensation Plan - Itemized Fiscal Impacts by Fund and Division
   b. Exhibit B - Memorandum of Understanding Between the City of Belmont and the Belmont Police Officers Association

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

The financial impact of the revisions to the compensation and benefit plan have been analyzed. The current fiscal year budget had included an assumption of overall personnel cost increases across labor groups; however, the proposed terms of the BPOA MOU will require a supplemental appropriation for the division listed in Exhibit A of the Resolution (Attachment A) to reflect the personnel cost adjustment in the BPOA Safety employee group. Subsequent revisions to the Compensation and Benefit Plan as outlined above will be incorporated into the FY 2025-26 budget and long-term financial plan.

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELMONT AND THE BELMONT POLICE OFFICERS ASSOCIATION FOR THE TERM JANUARY 1, 2025 THROUGH JUNE 30, 2028

WHEREAS, representatives from the City of Belmont and the Belmont Police Officers Association (BPOA) have engaged in good faith negotiations in accordance with Government Code Section 3500, et seq.; and,

WHEREAS, the City has carefully considered the presentations made by BPOA on behalf of its members; and,

WHEREAS, the parties have reached agreement on wages, hours, benefits and other terms and conditions of employment for the period from January 1, 2025 through June 30, 2028, with an option for the Association to extend the term by one additional year through June 30, 2029; and,

WHEREAS, the budget for the current fiscal year had included an assumption of overall personnel cost increases across labor groups; however, the proposed terms of the BPOA Memorandum of Understanding will require a supplemental appropriation for the division listed in Exhibit A to reflect the wage adjustment in the BPOA Safety employee group; and,

WHEREAS, the representatives from both parties have collaboratively prepared a written Memorandum of Understanding, titled "Memorandum of Understanding between the City of Belmont and the Belmont Police Officers Association", attached hereto as Exhibit B and presented to the City Council for approval.

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

SECTION 1. The terms outlined in the Memorandum of Understanding, attached as Exhibit B are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute and implement the Memorandum of Understanding on behalf of the City.

SECTION 3. The City Manager, in consultation with the BPOA, is authorized to make minor amendments to the Memorandum of Understanding, provided such amendments are consistent with the intent of this resolution and do not materially alter the terms of the Memorandum of Understanding.

SECTION 4. The supplemental budget appropriation for fiscal year 2024-25 listed in Exhibit A is approved.

* * *

ADOPTED March 25, 2025 by the City of Belmont City Council by the following vote:

Ayes:
Noes:
Absent:
Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

City of Belmont
FY 2024-25
BPOA Revised Compensation Plan -
Itemized Fiscal Impacts by Fund and Division

The budget for the current fiscal year had included an assumption of overall personnel cost increases across labor groups; however, the proposed terms of the BPOA MOU will require a supplemental appropriation for the following division to reflect the wage adjustment in the BPOA Safety employee group:

	Fund	Account #	Division	Amount Increase
Supplemental Law Enforcement				
	227	2-601-8101	Police - Crime Control	$12,000

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Ann Ritzma, Interim Administrative Services Director, artizma@belmont.gov
Agenda Title:	Memorandum of Understanding with the Mid-Management Confidential Employees Association
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving the Memorandum of Understanding between the City of Belmont and the Mid-Management Confidential Employees Association for the period January 1, 2025, through December 31, 2028.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The current Memorandum of Understanding between the City of Belmont and the Mid-Management Confidential Employees Association (MMCEA) expired on December 31, 2024. The City's negotiating team and the MMCEA negotiation team have been meeting in good faith since late 2024. The parties reached tentative agreement on February 24, 2025 with MMCEA membership ratifying on March 7, 2025.

Analysis

The proposed Memorandum of Understanding includes the following key provision:

Salary Adjustments

- January 5, 2025 – 4%
- January 4, 2026 – 3% – 5% - Increase based on the percentage change in the Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area (previously SF-Oakland-Hayward), October 2024 to October 2025 with a minimum increase of three (3%) and a maximum increase of five percent (5.0%).
- First full pay period in January 2027 – 3% – 5% - Increase based on the percentage change in the Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area (previously SF-Oakland-Hayward), October 2025 to October 2026 with a minimum increase of three (3%) and a maximum increase of five percent (5.0%).
- First full pay period in January 2028 – 3.5% – 5% - Increase based on the percentage change in the Consumer Price Index (CPI-U) as determined by the Bureau of Labor Statistics in the San Francisco Area (previously SF-Oakland-Hayward), October 2026 to October 2027 with a minimum increase of three and one half (3.5%) and a maximum increase of five percent (5.0%).

- First full pay period of July 2028 - Classifications that are more than 4% below median after January 2028 increases will be moved to 4% below median. Adjustments based on December 2027 salary survey conducted by the City.

Creation of Labor Management Subcommittee

- Assist in the creation of new performance evaluation form
- Explore enhancements to the groups dental plan.

Tuition Reimbursement

- Increase the tuition reimbursement amount from $1,000 to $2,500 per year.

Certification Pay

- ISA Certified Arborist certification monthly payment of $350.00 upon certification and maintenance of certification.

Alternatives

1. Provide staff with alternative direction in whole or in part.
2. Take No Action

Attachments

A. Resolution
   a. Exhibit A - MMCEA Revised Compensation Plan - Itemized Fiscal Impacts by Fund and Division
   b. Exhibit B - Memorandum of Understanding between the City of Belmont and the Mid-Management Confidential Employees Association.

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The financial impact of the revisions to the compensation and benefit plan have been analyzed. The current fiscal year budget had included an assumption of overall personnel cost increases across labor groups; however, the proposed terms of the MMCEA MOU will require a supplemental appropriation for the divisions listed in Exhibit A of the Resolution (Attachment A) to reflect the personnel cost adjustment in the MMCEA employee group. Subsequent revisions to the Compensation and Benefit Plan as outlined above will be incorporated into the FY 2025-26 budget and long-term financial plan.

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BELMONT AND THE MID-MANAGEMENT CONFIDENTIAL EMPLOYEES ASSOCIATION FOR THE TERM JANUARY 1, 2025 THROUGH DECEMBER 31, 2028

WHEREAS, representatives from the City of Belmont and the Mid-Management Confidential Employees Association (MMCEA)have engaged in good faith negotiations in accordance with Government Code Section 3500, et seq.; and,

WHEREAS, the City has carefully considered the presentations made by MMCEA on behalf of its members; and,

WHEREAS, the parties have reached agreement on wages, hours, benefits and other terms and conditions of employment for the period January 1, 2025 through December 31, 2028; and,

WHEREAS, the budget for the current fiscal year had included an assumption of overall personnel cost increases across labor groups; however, the proposed terms of the MMCEA Memorandum of Understanding will require a supplemental appropriation for the division listed in Exhibit A to reflect the wage adjustment in the MMCEA employee group; and,

WHEREAS, the representatives from both parties have collaboratively prepared a written Memorandum of Understanding, titled "Memorandum of Understanding between the City of Belmont and the Mid-Management Confidential Employees Association", attached hereto as Exhibit B and presented to the City Council for approval.

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

SECTION 1. The terms outlined in the Memorandum of Understanding attached hereto as Exhibit B are hereby approved.

SECTION 2. The City Manager is hereby authorized to execute and implement the Memorandum of Understanding on behalf of the City.

SECTION 3. The City Manager, in consultation with MMCEA, is authorized to make minor amendments to the Memorandum of Understanding, provided such amendments are consistent with the intent of this resolution and do not materially alter the terms of the Memorandum of Understanding.

SECTION 4. The supplemental budget appropriation for fiscal year 2024-25 listed in Exhibit A is approved.

* * *

ADOPTED March 25, 2025 by the City of Belmont City Council by the following vote:

Ayes:
Noes:
Absent:
Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

City of Belmont
FY 2024-25
MMCEA Revised Compensation Plan -
Itemized Fiscal Impacts by Fund and Division

The budget for the current fiscal year had included an assumption of overall personnel cost increases across labor groups; however, the proposed terms of the MMCEA MOU will require a supplemental appropriation for the following divisions to reflect the wage adjustment in the MMCEA employee group:

	Fund	Account #	Division	Amount Increase
General Fund				
	101	1-111-8101	City Manager - Executive Management	$10,000
	101	1-401-8101	Administrative Services - People Operations	$5,000
	101	1-503-8101	Finance - Risk Management	$5,000

Total Supplemental Appropriation **$20,000**

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Laura Kirby, Human Resources Management Analyst, lkirby@belmont.gov
Agenda Title:	Revised Compensation and Benefits Plan for Unrepresented Confidential Employee Group
Agenda Action:	Resolution

Recommendation

Adopt a resolution approving revisions to the compensation and benefit plan for the unrepresented and confidential employee group.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Established in November 2023, the benefits plan for the unrepresented and confidential employee group formalizes the compensation and benefits offered to those outside collective bargaining and employment agreements. A key provision ensures wage and benefit alignment with the Mid-Management Confidential employee group.

Analysis

The Mid-Management Confidential Employee Association recently concluded labor negotiations, resulting in a four-year labor agreement. As part of this agreement, wage adjustments include:

- 4% salary increase effective January 5, 2025.
- Annual wage adjustments in January 2026 and 2027, based on the Consumer Price Index (CPI), with a minimum increase of 3% and a maximum of 5%.
- Annual wage adjustment in January 2028, based on Consumer Price Index (CPI), with a minimum increase of 3.5% and a maximum of 5%.
- July 2028 adjustment: Following a December 2027 salary survey conducted by the City, any classification that remains more than 4% below the median after the January 2028 wage increase will be adjusted to within 4% of the median.

The proposed revisions to the Compensation and Benefit Plan for Unrepresented Confidential Employees are limited to these wage adjustments, ensuring continued parity with the Mid-Management Confidential Employee Association.

Alternatives

1. Provide staff with alternative direction in whole or in part
2. Take No Action

Attachments

A. Resolution
B. Compensation and Benefits Plan for the Unrepresented Confidential Employee Group

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The financial impact of the revisions to the compensation and benefit plan have been analyzed. The budget for the current fiscal year had included an assumption of overall personnel cost increases across labor groups and is sufficient to cover for the wage increase for the remainder of the current fiscal year for the Unrepresented and Confidential Employee group; therefore, no supplemental budget appropriation in FY 2024-25 is required. Subsequent revisions to the Compensation and Benefit Plan as outlined above will be incorporated into the FY 2025-26 budget and long-term financial plan.

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT REVISING THE COMPENSATION AND BENEFITS PLAN FOR THE UNREPRESENTED AND CONFIDENTIAL EMPLOYEE GROUP

WHEREAS, the Compensation and Benefits Plan for the Unrepresented and Confidential Employee Group was initially established in November 2023 via Resolution 2023-096; and,

WHEREAS, the plan provides wage and benefit parity with the City's Mid-Management Confidential Employee Association ; and,

WHEREAS, revisions have been made to the plan to maintain wage equity with the Mid-Management Confidential Employee Association, incorporating wage adjustments consistent with those recently negotiated for that group.

NOW, THEREFORE, the City Council of the City of Belmont resolves as follows: The revised Compensation and Benefits plan for the Unrepresented and Confidential Employee Group is hereby adopted effective March 25, 2025.

* * *

ADOPTED March 25, 2025 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Carlos de Melo, Community Development Director, (650) 595-7440 cdemelo@belmont.gov
Agenda Title:	Development Entitlements for Two Retail Cannabis Dispensary Businesses on the south El Camino Real corridor
Agenda Action:	Ordinance

Recommendation

(1) Consider two development entitlement applications from separate applicants for cannabis retail businesses proposed to be located at 1397 El Camino Real (Canna-Bel) and 1538 El Camino Real (NUG), and for each application consider the Planning Commission recommendations for rezoning the applicable property and approval of a development agreement for the project, and Zoning Administrator recommendations for Conditional Use Permit and Design Review entitlements for the project.

(2) For the 1397 El Camino Real project, introduce an ordinance rezoning 1397 El Camino Real and APN 045-243-050 into the S-3 Cannabis Overlay District, introduce an ordinance approving a development agreement for the project, and direct staff to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinances.

(3) For the 1538 El Camino Real project, introduce an ordinance rezoning 1538 El Camino Real into the S-3 Cannabis Overlay District, introduce an ordinance approving a development agreement for the project, and direct staff to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinances.

Strategic Focus Area

Economic Development and Housing

Background

Since January 2021, the Belmont City Council has carefully evaluated the possibility of allowing cannabis-related businesses to operate within the City. After a thorough public engagement process, the Council adopted key policy changes in November 2023, establishing a framework for cannabis businesses in a designated area along the south El Camino Real corridor. This structured approach was intended to ensure economic benefits and enhanced retail experience while maintaining safety and compatibility with community values. The City Council has taken a deliberate, community-focused approach to cannabis regulation, ensuring robust public safety measures while allowing for responsible economic growth. With ongoing oversight and community engagement, the implementation of cannabis businesses in Belmont will continue to align with the City's values and strategic goals.

Community Engagement & Policy Development
The City Council prioritized public input throughout the process, holding multiple study sessions, public hearings, and community discussions. The policy development process included the following key milestones:

- **January 2021 - December 2022:** The Council considered revenue diversification strategies, including the potential for cannabis businesses, and directed staff to study policy options.
- **Public Study Sessions (April 2022, September 2022, March 2023):** Residents and stakeholders provided feedback on locations, regulations, and potential impacts.
- **Planning Commission Hearings (May 2023, July 2023):** The Planning Commission reviewed zoning considerations, safety concerns, and recommended regulations to the City Council.
- **City Council Hearings (September 2023, October 2023):** The Council refined policy details, including business limits and operational requirements, based on community and expert input.
- **Final Land Use Regulations Policy Adoption (November 2023):** The Council approved General Plan amendments and zoning regulations that allow for up to two retail cannabis businesses and one distribution business within the south El Camino Real corridor, with strict distance and safety requirements.
- **Regulatory Permit Framework Adoption (February 2024):** The Council approved the regulatory framework for the permitting of cannabis business operations by the Police Department, including review of security measures, background checks, inspections, and ongoing monitoring of operations.

For a more detailed timeline please refer to Attachment 2.

Cannabis Business Regulations
A new **S-3 Cannabis Retail and Distribution Overlay District,** Attachment A**,** was established along south El Camino Real (between O'Neill Avenue and F Street). Businesses seeking to operate must apply to be rezoned into the S-3 District, obtain a Conditional Use Permit, and obtain a regulatory **Cannabis Business Permit** from the Police Department once land use entitlements have been granted. Key regulations include:

- **Limited Number of Businesses:** Up to two cannabis retail businesses and one distribution business.
- **Distance Requirements:** Businesses must be at least 600 feet apart and cannot be adjacent to schools, childcare facilities, or parks.
- **Security & Safety Measures:** Strict operational requirements, including background checks, security plans, and compliance with state licensing laws. These operational requirements are reviewed annually.

Economic & Community Considerations
The Belmont General Plan and Belmont Village Specific Plan support mixed commercial activities that enhance economic growth. The introduction of regulated cannabis businesses is expected to:
- Generate tax revenue to support public services.
- Provide controlled access to legal cannabis, reducing reliance on unregulated markets.
- Increase local economic opportunities and job creation.

- Enhance the local retail experience by providing community-serving businesses, reducing the need for residents to travel outside the City for these products, and keeping economic resources within the community.

Retail cannabis uses have the potential to bring additional people to downtown/commercial and mixed-use areas during both the daytime and early evening hours. Given Belmont's limited tax revenue sources, optimizing revenue generation from this emerging sector is essential to maintaining fiscal sustainability and supporting community services. While a few cities in San Mateo County currently permit retail cannabis businesses, the local market remains unsaturated. However, retail cannabis is a highly volatile industry where success is not guaranteed.

To better understand potential outcomes, staff engaged with other jurisdictions that have implemented cannabis retail storefronts. These discussions revealed that while some businesses thrive, others struggle or close, with success often dependent on a variety of unpredictable factors. Cities have found that different business models and retail approaches appeal to distinct customer segments, making it difficult to predict which businesses will ultimately succeed.

Pre-Qualification Process

To ensure only responsible operators enter the Belmont market, the City Manager's Office implemented a pre-qualification process for cannabis businesses. This allowed staff to evaluate proposals based on site attributes, business operations, security measures, and community benefits.

- **Review Team:** Staff from the City Manager's Office, Police Department, City Attorney's Office, and Community Development assessed all applications.
- **Results:** Four retail businesses applied; two—Canna-Bel (1397 El Camino Real) and NUG (1538 El Camino Real)—were invited to proceed.
- **Next Steps:** The City Council is being asked to consider the development entitlements for two Cannabis Businesses on El Camino Real at this meeting as shown in Attachment 3 - Exhibit A and Attachment 4 - Exhibit B of the report.

Recent City Council Actions

At its February 11, 2025, meeting, the City Council reviewed the cannabis business community benefits term sheets and reaffirmed its commitment to allowing up to two cannabis retail businesses to seek rezoning and development agreement approvals within the south El Camino Real area. The Council also directed staff to proceed with reviewing both cannabis retail applications (1397 and 1538 El Camino Real) to diversify the City's economic portfolio, provide better retail opportunity for the community, and provide a contingency plan should one operator prove unviable.

Analysis

A cannabis business seeking to operate in the City must apply to be rezoned into the S-3 Cannabis Retail and Distribution Overlay District which extends along the southern portion of El Camino Real, from O'Neill Avenue on the north to F Street and the San Carlos border to the south, obtain use permit and design review approvals, and obtain a regulatory cannabis business permit from the Police Department once land use entitlements have been granted. Key regulations for cannabis retail uses include:

- **Limited Number of Businesses:** Up to two cannabis retail businesses may be allowed.

- **Separation Requirements:** When initially established, cannabis businesses must be at least 600 feet apart and cannot be adjacent to schools, childcare facilities, or parks. The public entrance to a cannabis retail businesses may not be located immediately adjacent to a facility that primarily provides services or hosts activities for minors on the same frontage as the entrance.
- **Security & Safety Measures:** Strict operational requirements, including background checks, security plans, and compliance with state licensing laws. These operational requirements are reviewed annually.

Land Use Entitlement Review

Both applicants are requesting that their properties be rezoned into the S-3 Overlay District and are seeking the required use permit and design review entitlements. The S-3 Overlay District regulations (Belmont Zoning Ordinance (BZO) Section 21.4.2(b)) allows up to two cannabis retail businesses in the District. Both applicants properties are located within the area eligible to be included in the Overlay District and if both are approved would be the only two cannabis uses in the District – see Attachment 1 to this report.

The use permit may only be approved under District regulations (BZO 21.4.1(b)(3)) if specified findings can be made. The findings ensure that the siting of each project at a particular location within the District is compatible with other land uses, can appropriately accommodate the use, and is compliant with the locational and performance standards for cannabis uses. Design review is required for any new building or exterior building alteration to ensure projects are consistent with established requirements for building design, signage, and landscaping.

In addition to the required zoning entitlements, both projects have proposed development agreements. The proposed development agreements provide a mechanism for the projects to provide community benefits to the City and specify remedies for non-performance of the proposed community benefits as well as non-performance of the regulatory and operating requirements related to this specialized business type.

Before approving a request to rezone property or enter into a development agreement, the Council must first hold a public hearing to consider the recommendations of the Planning Commission and find the action is consistent with the General Plan and any applicable specific plans. Development agreements must also be consistent with the zoning and other land use regulations applicable to the property.

Land Use Element Section 2.4 in the 2035 General Plan provides that allowing commercial cannabis uses in appropriate commercial areas of the City should be considered and identifies the south El Camino Real corridor as an area to be considered. Land Use Element Policy 2.6-7 guides the implementation of Section 2.4 by identifying two actions needed to carry out Section 2.4. The first, Action 2.6-7.1, directs the creation of a Commercial Cannabis Retail & Distribution Overlay District to which property may be rezoned in order to regulate commercial cannabis land uses. The second, Action 2.6-7.2, directs the creation of licensing regulations for owners and operators of commercial cannabis businesses that do not run with the land and regulate owner and operator qualifications, business operating requirements, security standards, compliance and renewal in order to protect public and safety.

The City has completed both General Plan actions needed to allow commercial cannabis business to locate along the south El Camino Real corridor and to appropriate regulate commercial cannabis land uses and businesses to ensure public health and safety. These actions also incorporated cannabis uses into the

zoning plan. On November 28, 2023, the Council adopted Ordinance 2023-1173 establishing the S-3 Cannabis Retail and Distribution Overlay District for the south El Camino Real area and regulations for the district. Those regulations require a use permit for retail cannabis uses and establish locational requirements, development standards and performance standards. On February 13, 2024, the Council adopted Ordinance 2024-1176 establishing comprehensive licensing regulations for cannabis businesses. Those regulations establish background requirements, security plan requirements, operating standards, and strict compliance requirements to ensure the businesses do not have significant detrimental effects on the community and surrounding properties.

Police Department Operational/Security Plan Review

The Police Department (PD) review for the cannabis business permit centers on the operational/safety plan, security plan, and state licensing to ensure that this use will operate in accordance with all applicable laws (i.e., use of products on site or in public places would be prohibited, security personnel would be required to prevent sales to minors and loitering, cannabis products and graphics representing cannabis products may not be visible from the exterior of the facility, and products must be stored and sold from inside a completely enclosed building). In addition, background checks are required for the ownership and management team and all employees.

Both the Canna-Bel (1397 ECR) and NUG (1538 ECR) applications were preliminarily checked and cleared by the Police Department (PD). Their operational/security plans were evaluated by the PD, and meetings were completed with the applicants to ensure their operational and security plans met all of the requirements described in the city ordinance. The Canna-Bel & NUG operational and security plans have been conditionally approved, pending a compliance check when installation and construction would be completed for each building/property. Background checks have been completed for all owners and managers and will be completed for all prospective employees, if their entitlement applications are approved.

Approval Process

Rezoning and Development Agreements.

The Planning Commission held a public hearing on March 4, 2025 to review the rezoning and development agreement applications for each project and has provided recommendations on each application to the City Council.

Use Permit and Design Review. Under Belmont Zoning Ordinance (BZO) Section 21.4.1.b(2), the Zoning Administrator is the reviewing authority for the Conditional Use Permit (CUP) and Design Review (DR) entitlements required for a cannabis retail use. The Zoning Administrator held a public hearing on March 11, 2025 to take public comment on those entitlements for the two applications. Because the CUP and DR entitlements for each project are dependent on the Council approving a rezoning entitlement for the project, the Zoning Administrator's actions on those entitlements are forwarded to the Council as recommendations for Council action under BZO Section 10.5.1(b).

On March 25, 2025, the City Council is holding a public hearing to consider the recommendations of the Planning Commission for the rezoning and development agreement entitlements for each project, and if the Council wishes to proceed with approving one or both applications, to introduce the ordinances that will rezone the property for the project and to introduce an ordinance that will approve the development

agreement for the project. The Council will also consider the Zoning Administrator recommendations for the CUP and the DR entitlements for each project. The final action on these items will occur at the April 8, 2025 meeting.

Pending the approval of the land use entitlements, the Police Department will finalize their review of the Cannabis Business Permit, including completing background checks on all employees of the subject businesses.

Alternatives

1. Refer back to staff for additional information.
2. Continue the item for further discussion.

Attachments

1. Established S-3 Overlay District
2. Community Engagement & Policy Development Timeline
3. Exhibit A - 1397 El Camino Real & APN 045-243-050 – Rezone to S-3 Overlay District, Development Agreement, Conditional Use Permit, Design Review
4. Exhibit B - 1538 El Camino Real – Rezone to S-3 Overlay District, Development Agreement, Conditional Use Permit, Design Review

Fiscal Impact

☒ No Fiscal Impact

There is no fiscal impact to this informational report. Future operation of cannabis retail businesses within the City will generate revenue from business and sales taxes, as well as through community benefit contributions.

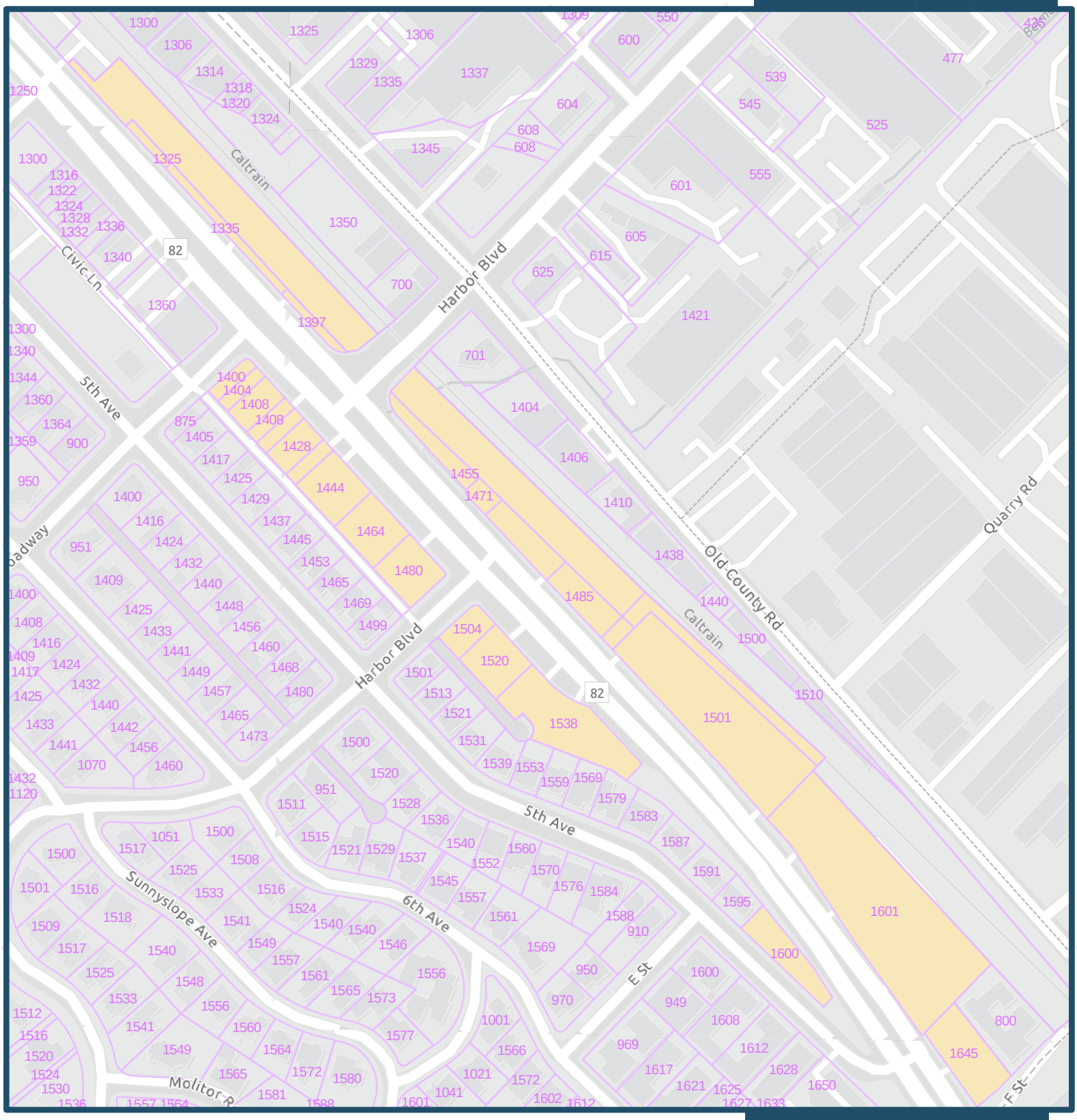
☐ Funding Source Confirmed:

Source:	**Purpose:**	**Public Outreach:**
Staff	Council Vision/Priority	Other*

*E-Notification of agendas, public notification as required for the March 25, 2025 City Council meeting.

Attachment 1 - Adopted S-3 Overlay Zone
South El Camino Real

South El Camino Real Subject Parcels



0 125 250 500 750 1,000 Feet

F

CITY OF BELMONT CALIFORNIA

Background on Cannabis Policy Analysis & Formulation – 2021-2024

A statewide initiative entitled the "Control, Regulate and Tax Adult Use of Marijuana Act" ("AUMA") was approved by California voters on the November 2016 ballot. AUMA decriminalizes (under California law), controls and regulates the cultivation, processing, manufacture, distribution, testing and sale of nonmedical marijuana, including marijuana products, for use by adults 21 years of age or older. AUMA also taxes the commercial growth and retail sale of marijuana. It does not, and cannot, affect federal regulations as to marijuana or its derivatives. AUMA expressly preserves local control over the regulation of marijuana-related businesses and marijuana-related land uses (Business & Professions Code § 26200, et seq.)

At the City Council's strategic planning workshop held in January 2021, the Council considered several different options for diversifying City revenues and quality of life services as part of a strategy aimed at promoting fiscal sustainability and diversifying revenues. One of the potential new revenue sources identified during that discussion was the legalization and local regulation of commercial cannabis activities. The Council subsequently authorized staff to conduct preliminary assessment of policy options available to the City for consideration at future study sessions.

At its April 13, 2021, November 3, 2021, and March 22, 2022 Study Sessions, the City Council provided feedback to staff regarding establishing cannabis businesses (commercial retail & distribution) within certain areas of Belmont. At their April 12, 2022 meeting, the City Council introduced a draft ordinance which embodied a number of necessary Belmont Zoning Ordinance (BZO) amendments to implement the development standards applicable within the proposed cannabis overlay districts, and corresponding Zoning Basemap designation amendments to establish the overlay location areas where Cannabis Retail & Distribution – S-3; and Distribution Only – S-4 would be permitted.

At their June 7, 2022 meeting, the Planning Commission conducted a public hearing and considered the draft ordinance regarding the BZO amendments to implement the development standards applicable within the proposed cannabis overlay districts and corresponding Zoning Basemap amendments for the proposed S-3 & S-4 overlay districts. Significant public testimony was heard during the June 7, 2022 Commission meeting (both in-person or through virtual participation). At the conclusion of Commission discussion, the Commission forwarded recommendations to reconsider the scope/location of the potential overlay districts.

At their July 12, 2022 meeting, the City Council conducted a public hearing and considered the Draft Ordinance regarding the BZO amendments, including the Planning Commission recommendations to scale back the areas for potential overlay district zoning. Significant public testimony was also heard during the July 12, 2022 Council meeting; the public comments indicated a strong majority to abandon the zoning amendments proposal, or at a minimum, reconsider the boundaries of the proposed overlay districts. At the conclusion of Council discussion on the matter, the Council did not take action on the proposed amendments and continued the project, pending further analysis and public outreach.

At the City Council's Strategic Priorities Workshop in March 2023, staff reviewed a range of initiatives under consideration and future action centering on the City's strategic focus areas (Infrastructure & Mobility, Economic Development & Housing, Fiscal & Organizational Stability, Public Safety, and Quality of Life). During the course of Council discussion on these topic areas, the Council reiterated a commitment to maximizing existing sources of revenue and identifying new

revenue sources to maintain financial stability for the City. The Council further indicated interest in continued exploration of potential Cannabis use regulations within reason, and in appropriate locations in the City.

At their July 25, 2023 meeting, the City Council considered and provided staff direction to explore a modified Overlay Zoning approach for Cannabis Retail & Distribution uses within the City limiting the area of eligibility for potential cannabis uses to properties along south El Camino Real between O'Neill Avenue and the San Carlos border.

By doing so, the City Council recognized that while the City has taken a deliberate and careful approach to the evolving cannabis program statewide and locally, retaining and maximizing opportunities for local businesses as the backbone of our community will benefit the City in terms of retail and medicinal services provided to the community and revenues generated, and can increase safety and reduce crimes from illegal cannabis operations and delivery services. In the meanwhile, several peninsula cities were either providing or expanding retail cannabis opportunities in this area, and they have proven to be generally safe. With the proposed General Plan and Zoning Code changes it would provide Belmont an opportunity to evaluate potential business proposals and to reduce retail and sales tax leakage to neighboring jurisdictions, with a proven cannabis track record, and allow to meet the community's needs to evolve with the industry.

At their October 17, 2023 meeting, the Planning Commission conducted a public hearing, and considered the proposed:

- Land Use Element Amendments to the 2035 General Plan that would potentially allow for commercial cannabis land uses in the South El Camino Real area of the City, and,
- A Draft Ordinance establishing potential cannabis retail and distribution zoning regulations for properties should they rezone within the area along south El Camino Real from O'Neill Avenue to the San Carlos border (S-3 Overlay Zone).

At the conclusion of October 17, 2023 Commission discussion, the Commission approved two resolutions (by a vote of three for and two against) recommending City Council approval of the proposed General Plan Land Use Element amendments, and Zoning Ordinance amendments regarding cannabis retail and distribution zoning regulations. The Planning Commissioners that voted against the recommendation were opposed to allowing any cannabis use within Belmont and did not cite specific concerns with the language proposed in the General Plan amendment and the Zoning Ordinance.

On November 14, 2023, the City Council held a public hearing to consider the General Plan amendments and the adoption of the S-3 Overlay Zone to allow for cannabis retail and distribution uses. The final land use policy framework was approved at the November 28, 2023 meeting. The City Council also provided review and feedback on the proposed pre-qualification process, to be run by the City Manager's Office, for potential applicants for rezoning at the November 28, 2023 meeting.

As a follow-up item, the City Council held a public hearing on January 23, 2024 for an ordinance adopting the regulatory permit framework for review of the operational and security provisions of cannabis operations by the Police Department. The Council approved the regulatory framework on February 13, 2024, requiring Police review of State licensing, building security, background checks, inspections, and ongoing monitoring of operations on an annual basis.

ATTACHMENT 3 – Exhibit A

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Carlos de Melo, Community Development Director, (650) 595-7440 cdemelo@belmont.gov
Agenda Title:	1397 El Camino Real & APN 045-243-050 – Rezone to S-3 Overlay District, Development Agreement, Conditional Use Permit, Design Review
Agenda Action:	Ordinance

Recommendation

Introduce an ordinance rezoning 1397 El Camino Real and APN 045-243-050 into the S-3 Cannabis Overlay District, introduce an ordinance approving a development agreement for the project, and direct staff to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinance.

Strategic Focus Area

Economic Development and Housing

Background

The subject property is located in the City's established S-3 Cannabis Retail & Distribution Overlay District along south El Camino Real. A full background/analysis of the City's 2035 General Plan Land Use Element & Belmont Zoning Code Amendments to establish Cannabis Business *Development Regulations*, *Performance Standards*, the *S-3 Overlay Zone*, and the required entitlement structure, and review authority is discussed in the *Development Entitlements for Two Retail Cannabis Dispensary Businesses on south El Camino Real corridor* Staff Report. Please refer to the background/analysis and attachments in this report and its applicability to the requested entitlements for the proposed Canna-Bel Retail Cannabis Dispensary Business for the subject site.

Site Location/Project Description

The project site is located on the 1300 Block of the east side of El Camino Real at the intersection of Harbor Boulevard (See Figure 1 on next page). The Firehouse Square mixed-use (residential/commercial) development, mixed commercial uses, and single-family residences are located to the north and west on Fifth Avenue, Broadway Avenue, and O'Neill Avenue. Other commercial properties/uses are located south, and the Harbor Industrial Area is located east of the subject property.

The project will be located at 1397 El Camino Real, at the site of the current Sumac restaurant. The property is a stand-alone commercial building at the corner of El Camino Real and the east-bound leg of Harbor Boulevard that backs up to the Caltrain railroad tracks. The property/project site includes a portion of APN 045-243-050 that will serve as off-street parking for the business. The project has secured a lease agreement with the property owner of APN 045-243-050 (Caltrain) to utilize this parking lot. Access to the property is provided via an entry/exit driveway on El Camino Real.

Figure 1 – Vicinity Map



The existing commercial space is approximately 1,100 square feet. See Project Plans – Attachment 6. The applicant proposes minor interior (for the building) and exterior (for the property) tenant improvements (TI) that consist of the following:

- New interior building partition walls, lighting, split HVAC & condenser units, and an ADA accessible bathroom.
- Exterior building finish material enhancements (brick face).
- New wrought-iron fencing/gate with security enhancements and exterior building signage.
- New landscaping along both the south Harbor Boulevard frontage, and northern property frontage; the proposed landscaping consists of a combination of new tree and shrub plantings.
- An existing patio along the El Camino Real frontage will be removed.

<u>Existing Building Photos</u>





Proposed El Camino Real Building Elevations





In general, the proposed modifications to the site and building are non-obtrusive and are intended to blend with the adjacent commercial area building form, layout, and design.

Analysis

Zoning Designation

The property/project site is currently zoned Village Corridor Mixed Use (VCMU) and is located within the area eligible to be included in the S-3 Cannabis Overlay District.

Rezoning

The S-3 Cannabis Retail and Distribution Overlay District is a zoning combining district for the area along the southern corridor of El Camino Real (from O'Neill Avenue on the north to F Street and the San Carlos border to the south) that allows cannabis use regulations to be combined with existing zoning. The Belmont Zoning Map would be amended to include the S-3 District overlay designation for any applicable property should it be rezoned to the S-3 District within the established boundary area. The subject properties at 1397 El Camino Real and APN 045-243-050 are located within this established (November 2023) overlay area and are eligible for rezoning into this district – see Exhibit A to the Rezoning Ordinance provided as Attachment 2. The S-3 Overlay District was created previously and this application is to apply that overlay district to these particular sites.

As per Belmont Zoning Ordinance (BZO) Section 16.1.2 – "Zoning Amendment Process", and BZO Section 16.1.2(b) – Findings, the Commission is required to make a recommendation to the City Council regarding the proposed Rezoning of the 1397 El Camino Real & APN 045-243-050 properties into the established S-3 Cannabis Retail & Distribution Overlay Combining District.

Development Agreement (DA)

The Development Agreement (DA) with this cannabis retail business provides a mechanism for the City to memorialize the proposed community benefit offer and the ability for the City to outline specific remedies for non-payment of the proposed community benefits, business license taxes, or other applicable fees. In addition, the Development Agreement provides another lever for the City to ensure compliance with the operating requirements, including the unique security measures, related to this specialized business type. The term of the Development Agreement will be for a 10-year period with an option to renew for an additional 10 years; see Exhibit A to the Development Agreement Ordinance provided as Attachment 3.

The community benefit contributions provided by the Canna-Bel business represent their individual proposal and City negotiations with their ownership entity based on their unique business operational and financial model.

Canna-Bel Community Benefit Terms:

On-going community benefit contribution of 1.5% of gross receipts starting after the first year of operation. The community benefit contribution will be distributed as follows:

- 30% directly to the City to be used for Parks and Recreation programming, scholarships, and capital needs.
- 40% to Belmont Community Fund with a provision that if Belmont Community Fund sunsets then the funds are assigned to the City.

- 30% discretionary, the use of which will be determined on an annual basis by the Canna-Bel Community Advisory Board (made up of designated community stakeholders).

Planning Commission Recommendation – Rezone & Development Agreement

At the March 4, 2025 Planning Commission Hearing, the Commission reviewed the proposed Rezone of the subject property (1397 El Camino Real & APN 045-243-050) into the established (November 2023) S-3 Cannabis Retail/Distribution Overlay Zone along south El Camino Real, and the Development Agreement (DA) Terms for the project. The City did receive a number of public correspondence emails (10+) leading up to the 3/4/25 Commission Hearing for this item. Additional emails and public testimony was offered at the 3/4/25 Commission meeting.

General public concerns centered on the belief that the proposed use (a Retail Cannabis Business) is inappropriate in consideration of existing residential uses to the west of the project site. Public speakers also indicated public health and safety concerns and incompatibility of the proposed Cannabis Retail Business to surrounding commercial and residential uses. See Attachment 9 for a full accounting of all email correspondence received from the required mailout/posting of the March 4, 2025 Commission Public Hearing Notice (which occurred on 2/12/25) through March 20, 2025. Any additional correspondence received from 3/21 through 3/24 will be forwarded to the City Council.

At the conclusion of their 3/4/25 discussion and deliberation, the Commission voted 4-2 to recommend the City Council approve the Rezone and Development Agreement.

Conditional Use Permit & Design Review

As per Belmont Zoning Ordinance (BZO) Sections 10.7.3 and 21.4.1.b(2), the Zoning Administrator (ZA) is the Reviewing Authority for the Cannabis Retail Conditional Use Permit application. Design Review analysis as per BZO Section 13 is required for any new building or exterior building alteration to ensure projects are consistent with established requirements for building design, signage, and landscaping. The Zoning Administrator analysis of the required Conditional Use Permit (CUP) & Design Review (DR) Findings is provided below.

The Zoning Administrator (ZA) also conducted a public hearing on March 11, 2025 regarding the requested Canna-Bel Conditional Use Permit & Design Review entitlements, and received public testimony. General public comments were similar in nature to those received at the 3/4/25 Planning Commission Hearing. Public correspondence received via email or public comments offered at the 3/11/25 ZA Hearing focused on concerns that the proposed use (a Retail Cannabis Business) is inappropriate in consideration of existing residential uses to the west of the project site.

Public speakers also indicated similar concerns and incompatibility of the proposed Cannabis Retail Business when compared to surrounding commercial and residential uses. As per the BZO, no action was required to be taken at the 3/11/25 Zoning Administrator Hearing; the ZA hearing was designed to serve as another public comment opportunity regarding the proposed project.

Findings For Conditional Use Permit & Design Review

Required CUP Findings as per Belmont Zoning Ordinance (BZO) Section 10.7.3(a)

Findings. The Zoning Administrator may grant a Use Permit only if it finds the proposed use is in accordance with the provisions of the General Plan and this Ordinance and that the following conditions have been met. The Zoning Administrator must deny the application for a Use Permit if it is unable to make the findings.

(1) The location of the proposed use is compatible to other land uses in the general neighborhood area and does not place an undue burden on existing transportation, utilities and service facilities in the vicinity.

The proposed Canna-Bel Retail Cannabis Business use would be located in the Belmont Village area, in proximity to main city arterials and mass public transportation options (bus and rail). The project site is currently developed with a restaurant building that is currently served by all required utilities. A remodel of the building is proposed to accommodate the proposed Cannabis Retail Business. No upgrades or extension of transportation or utility facilities would be required for the project. The project is not required to provide outdoor recreational space. Representatives from the City's Police Department and Fire District have not identified any service concerns for the project.

A site circulation evaluation has been conducted by city staff. The project will refurbish and stripe an existing parking lot (currently owned by Caltrain and under lease agreement for use by the Canna-Bel business. Conditions of approval will be required to address any gate closure/access, parking, or safety impacts from the project. Parking for staff will be addressed within this parking lot.

Based on the foregoing, the location of the proposed project would not place an undue burden on parking, traffic circulation, or utilities serving the neighborhood, and would be compatible with surrounding uses in the established (November 2023) S-3 Cannabis Retail/Distribution Overlay District along south El Camino Real. This Finding is affirmed.

(2) The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this Ordinance.

No expansion of the building is proposed; a remodel of the existing restaurant to a Retail Cannabis Business use is proposed. Compliant accessible parking would be provided, and the project would meet its parking requirement (1 space for each 250 square feet of space) for retail commercial uses in the BZO; the proposed parking lot/restriping modifications for site will result in 13 spaces for the property. Building lighting would be upgraded to meet current city standards. Thus, the project site is of sufficient size to accommodate the proposed use. This Finding is affirmed.

(3) The site will be served by streets of capacity sufficient to carry the traffic generated by the proposed use.

El Camino Real and Harbor Boulevard, which intersect at the proposed Canna-Bel Retail Cannabis Business property at 1397 El Camino Real, have sufficient capacity to carry the traffic generated by the proposed use. This Finding is affirmed.

(4) The proposed use, if it complies with all conditions upon which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the City.

All relevant City departments have reviewed the proposal and will require conditions of approval that should ensure that the proposed use will not adversely affect the general welfare of the City. Conditions of approval will also be included that would require conformance with the California Building Code. The Canna-Bel Retail Cannabis Business is also required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. Therefore, as proposed and with incorporation of and adherence to conditions of approval, this Finding is affirmed.

Required CUP Supplemental Findings as per Belmont Zoning Ordinance (BZO) 21.4.1(b)(3)

(A) The establishment of the proposed use complies with the applicable development regulations.

The proposed Canna-Bel Retail Cannabis Business has been evaluated in conjunction with the adopted BZO Section 21.4.1(c) Development Regulations. The proposed project either already complies with these established regulations or has been conditioned to comply. This Finding is affirmed.

(B) For a Cannabis Retail Use Permit, there are no more than two lawfully approved Cannabis Retail uses and approval of the use permit will not result in more than two Cannabis Retail uses in the S-3 District.

There is one other Retail Cannabis Business proposed within the established (November 2023) S-3 South El Camino Real Retail/Distribution Cannabis Overlay District. Approval of the Canna-Bel Retail Cannabis Business Use will not result in more than two Cannabis Retail Uses in the S-3 District. This Finding is affirmed.

(C) For a Cannabis Distribution Use Permit, there is no more than one lawfully approved Cannabis Distribution use and approval of the use permit will not result in more than one Cannabis Distribution use in the S-3 District.

Both proposed Cannabis Businesses (at 1397 and 1538 El Camino Real) are retail based. No Cannabis Distribution Uses are currently proposed in the established S-3 District. This Finding is affirmed.

(D) The use permit conditions require the use to comply with the performance standards in subsection (d) unless a modification is expressly approved by the permit.

The project (a proposed Retail Cannabis Business at 1397 El Camino Real) currently complies with or

will be conditioned to comply with the adopted (November 2023) BZO Section 21.4.1(d) Performance Standards. This Finding is affirmed.

(E) The Police Department has reviewed and approved security and operations plans for the use at the proposed facility.

As noted earlier, the Police Department (PD) has completed a preliminary review of the proposed Canna-Bel security/operational plans. The Canna-Bel Business application was also preliminarily checked and cleared by the Police Department (PD). Their operational and security plans were evaluated by the PD to ensure these plans meet all of the requirements described in the city ordinance. The Canna-Bel Security and Operational Plans have been conditionally approved. Final review, completion, and approval of the Canna-Bel Retail Cannabis Business Security/Operational plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. A Condition of Approval will be added regarding compliance with these requirements. This Finding is affirmed.

The Zoning Administrator will recommend City Council approval of the Conditional Use Permit for the Canna-Bel Retail Cannabis Business for the subject property (1397 El Camino Real & APN 045-243-050).

Design Review

The project is required to be evaluated based on Belmont Zoning Ordinance (BZO) Section 13.4.1 – Design Review. The proposed project – a new Retail Cannabis Business use (Canna-Bel) for the subject property at 1397 El Camino Real & APN 045-243-050 is in compliance with the BZO Section 13.4.1 requirements.

As indicated earlier, the project includes minor interior building improvements (to the current Sumac Restaurant building) that will consist of new interior building partition walls, lighting, and a new HVAC system and ADA accessible bathroom. Exterior building finish (beige/brown brick face color) material enhancements are also proposed as well as a new black wrought-iron fencing/gate with security enhancements. New landscaping for both the south Harbor Boulevard frontage, and northern property frontage is included in the Canna-Bel Design proposal. The proposed landscaping will consist of a combination of new tree and shrub plantings. An existing patio along the El Camino Real frontage will also be removed. The project also includes restriping enhancements to the rear (eastern) parking lot that will serve the Cannabis Retail business.

The new signage will consist of a combination of “Canna-Bel” individual letter and logo elements in a gold color. The new signage is proposed to be installed within the entry gate and remodeled exterior front façade of the building. The new signage will be viewable from the El Camino Real property frontage. The proposed improvements do not include the use of extreme colors. The Zoning Administrator will recommend City Council approval of the project Design Review for the Canna-Bel Retail Cannabis Business for the subject property (1397 El Camino Real & APN 045-243-050).

Development Regulations & Performance Standards Review

As per BZO Section 21.4.1(c) & (d), and in conjunction with the Conditional Use Permit for the proposed Canna-Bel Retail Cannabis Business, an assessment on the consistency and compliance with the adopted (November 2023) Cannabis Use *Development Regulations* and *Performance Standards* is required. Below is an analysis of those BZO regulations and standards.

Development Regulations

(1) The use may only be established and operate inside a completely enclosed building.

The proposed Canna-Bel Retail Cannabis Business is designed, required, and conditioned to operate completely within the building. This regulation has been met.

(2) The location of a Cannabis Retail or Cannabis Distribution use when initially established must comply with the following:

(A) The use must be at least 600 feet from a school or other Cannabis Retail or Cannabis Distribution use and at least 100 feet from parks and actively operated child day care centers.

The proposed Canna-Bel Retail Cannabis Business (at 1397 El Camino Real) is located further than 600 feet from any school or other proposed Cannabis Retail Business (NUG at 1538 El Camino Real). The Canna-Bel Business is also located further than 100 feet from any park or actively operated child day care center. See Attachment 8 for the 600 & 100 foot proximity analysis based on the above required factors. This regulation has been met.

(B) The distances in subparagraph (A) are measured from the building containing the Cannabis Retail or Cannabis Distribution use by the length of the shortest path of travel over which the general public has a right to travel to the boundary of a property containing the incompatible use.

See Attachment 8 which outlines the required 600/100 foot distances and Canna-Bel Business compliance with this regulation. This regulation has been met.

(C) The public entrance to the Cannabis Retail or Cannabis Distribution use may not be located immediately adjacent to a youth-oriented business on the same frontage as the entrance.

The proposed Canna-Bel Retail Cannabis Business is not located adjacent to or near a youth-oriented business. This regulation has been met.

(3) The site and building must be suitably designed to be secure.

As noted earlier in this report, the Canna-Bel Business application was preliminarily checked and cleared by the Police Department (PD). Their security plan was evaluated by the PD to ensure the plan met all of the requirements described in the city ordinance. The Canna-Bel Security Plan has been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval will be required regarding compliance with this development regulation.

Performance Standards

(1) State Licensing. The use must fully comply with all applicable operational rules and regulations governing commercial cannabis activity in Business & Professions Code Division 10.

The Police Department will contribute to the compliance analysis of this Performance Standard. A condition of approval will be required regarding adherence to this performance standard.

(2) Hours of Operation. A use may be open and operate only between the hours of 9:00 a.m. and 9:00 p.m.

The Canna-Bel Retail Cannabis Business will only be allowed to be open during the aforementioned operating hours. A condition of approval will be included to require compliance with this performance standard.

(3) Consumption. Consumption of cannabis on the premise must not be allowed.

A condition of approval will be included to require compliance with this performance standard.

(4) Smoking. Smoking or vaping of any kind on premises must not be allowed.

A condition of approval will be included to require compliance with this performance standard.

(5) Odor. Cannabis odor must not be detectible outside the building from any place accessible to the public or from adjoining private property.

The new HVAC system for the proposed Canna-Bel Retail Cannabis Business building at 1397 El Camino Real will replace the existing system and be in full compliance with California Building Codes as well as the Rules and Regulations of the California Department of Cannabis. As such, there is not an expectation of cannabis odor emanating from the (remodeled) building. In addition, no cannabis will be permitted to be consumed in or around the premises by smoking or vaping. A condition of approval will be included to require compliance with this performance standard.

(6) Public services. Operation of the business must not place a burden on the provision of public services disproportionate to other retail uses.

The Police Department (PD) has completed a preliminary review of the proposed Canna-Bel operational/safety/security plan. Final review, completion, and approval of the aforementioned Canna-Bel Retail Cannabis Business plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. The proposed retail cannabis business is not expected to create a disproportionate public service burden in comparison to other commercial retail uses within the community.

(7) Exterior Security Lighting. Adequate external lighting must be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with

minimal spillover on adjacent properties. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.

As noted earlier, the Canna-Bel Business application was preliminarily checked and cleared by the Police Department (PD). Both of their security and lighting plans were evaluated by the PD to ensure these plans met all of the requirements described in the city ordinance. The Canna-Bel Security & Lighting Plans have been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval will be required regarding compliance with this performance standard.

(8) Security. On-site security must be provided for Cannabis Retail or Cannabis Distribution uses during the hours of operation when clients are present.

The Canna-Bel Security Plan was preliminarily checked and has been conditionally approved by the Police Department (PD), pending a compliance check when the installation and construction has been completed for the building/property. Their security plan was evaluated by the PD to ensure the plan meets all of the requirements described in the city ordinance.

(9) Commercial Cannabis Permit. The use must fully comply with all applicable local permit rules and regulations governing commercial cannabis activity, including operational permit requirements and conditions and approved operational plans under any other city ordinance or code.

The Canna-Bel Retail Cannabis Business is required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. A condition of approval will be included to require compliance with this performance standard.

(10) In the event of a conflict between the requirements of the use permit and the requirements of a local operations permit issued by the police department, the more restrictive performance requirements apply.

A condition of approval will be included to require compliance with this performance standard.

As noted earlier, the Police Department (PD) review centered on the operational/safety plan, security plan, and state licensing to ensure that this use will operate in accordance with all applicable laws (i.e., use of products on site or in public places would be prohibited, security personnel would be required to prevent sales to minors and loitering, cannabis products and graphics representing cannabis products may not be visible from the exterior of the facility, and products must be stored and sold from inside a completely enclosed building). Final review and completion of the operational/safety/security plan for the Canna-Bel Retail Cannabis Business will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business.

As proposed and to be conditioned, no noise, lighting, parking, traffic or circulation impacts are anticipated from the project. A Condition of approval will also be included that would require

conformance with the California Building Code. All relevant City departments have reviewed the proposal and will provide conditions of approval that should ensure that the proposed use will not adversely affect the general welfare of the City.

Zoning Administrator Recommendation

Based on the analysis of the BZO Cannabis Use *Development Regulations* and *Performance Standards*, and required *Conditional Use Permit & Design Review Findings* as described earlier in this report, the Zoning Administrator (ZA) will recommend the City Council approve the Conditional Use Permit and Design Review for the proposed Cannabis Retail Dispensary Business ("Canna-Bel") at 1397 El Camino Real & APN 045-243-050. A Resolution for the Conditional Use Permit and Design Review will be included in the April 8, 2025 City Council meeting agenda.

Environmental Assessment

The proposed Rezoning of the subject properties into the established S-3 Cannabis Retail & Distribution Overlay District, Development Agreement (DA), Conditional Use Permit, and Design Review (i.e. "The Project") are subject to the California Environmental Quality Act ("CEQA"), in particular CEQA Guidelines Section 15162. The City previously prepared and adopted (November 2023) an Addendum to the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR) that is appropriate and can continue to serve as the environmental assessment for the aforementioned entitlements. The scope of the current project would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required.

The project would occur in an area where all public services and facilities are available to the properties eligible for inclusion in the established S-3 District. The subject property is not located in environmentally-sensitive area and is already developed with existing commercial uses/structures or parking lots. In addition, the project is also Categorically Exempt as per the CEQA Guidelines/Statutes - Section 15303 (New Construction or Conversion of Small Structures).

Community/Neighborhood Outreach

Community/Neighborhood Outreach is required in conjunction with Discretionary Review applications. In April 2024, invitations and notice to neighboring properties were mailed regarding the potential Cannabis Dispensary Business at 1397 El Camino Real (and APN 045-243-050). The invitation notified neighboring property owners, businesses, and residents about an on-site meeting with the Applicant Team and current property owner that was held on May 11, 2024. City Staff and the Applicant Team attended the neighborhood outreach meeting; however, no members of the public attended.

The applicant has also provided letters of support (13) from surrounding commercial businesses regarding the proposed Canna-Bel Retail Cannabis Business. In addition, the City has received two letters from City/County of San Francisco Governmental Agencies who currently oversee the three Canna-Bel affiliated businesses that indicate these businesses continue to operate in good standing.

In addition to the required mailings within the 300-foot radius of the project site, City staff has provided information on the dates and times of the Planning Commission public hearing, the Zoning Administrator hearing, and the City Council public hearing in the City's weekly newsletters.

Since the mailout of the public notice for the March 4, 2025 Planning Commission Public Hearing and through publication of the City Council agenda for the March 25, 2025 meeting, the City has received emails from the public regarding the project; a compilation of all outreach materials and the aforementioned emails is included in Attachment 9 – Community/Neighborhood Outreach. As noted earlier, any additional correspondence received from 3/21 through 3/24 will be forwarded to the City Council.

Findings For Approval

The entitlement requests require the City Council to make certain findings in order to approve or disapprove the project. Attachment 2 includes the Ordinance and required findings for the Rezone into the established (November 2023) S-3 Cannabis Retail/Distribution Overlay District (south El Camino Real corridor). Attachment 3 includes the Ordinance and required findings for the project/business Development Agreement (DA). The Conditional Use Permit & Design Review Resolution and required findings for the project is recommended to be placed on the April 8, 2025 City Council agenda with adoption of the Rezone and Development Agreement Ordinances.

Alternatives

1. Refer back to staff for additional information.
2. Continue the item for further discussion.

Attachments

1. 300-500 Foot Radius Map
2. Rezone Ordinance & Exhibit A
3. Development Agreement Ordinance & Exhibit A
4. Planning Commission Resolutions – March 4, 2025 & March 11, 2025 Zoning Administrator Staff Report
5. CEQA Addendum & Exhibits
6. Project Plans
7. Canna-Bel Operational/Security/Safety Plans
8. 600-Foot Buffer Map & 600/100-Foot Proximity Aerial Maps
9. Community/Neighborhood Outreach Materials

Fiscal Impact

☒ No Fiscal Impact

There is no fiscal impact to this action. Future operation of cannabis retail businesses within the City will generate revenue from business and sales taxes, as well as through community benefit contributions.

☐ Funding Source Confirmed:

☐

Source:	**Purpose:**	**Public Outreach:**
Council	Council Vision/Priority	Other*

*E-Notification of agendas, public notification as required for the March 25, 2025 City Council meeting

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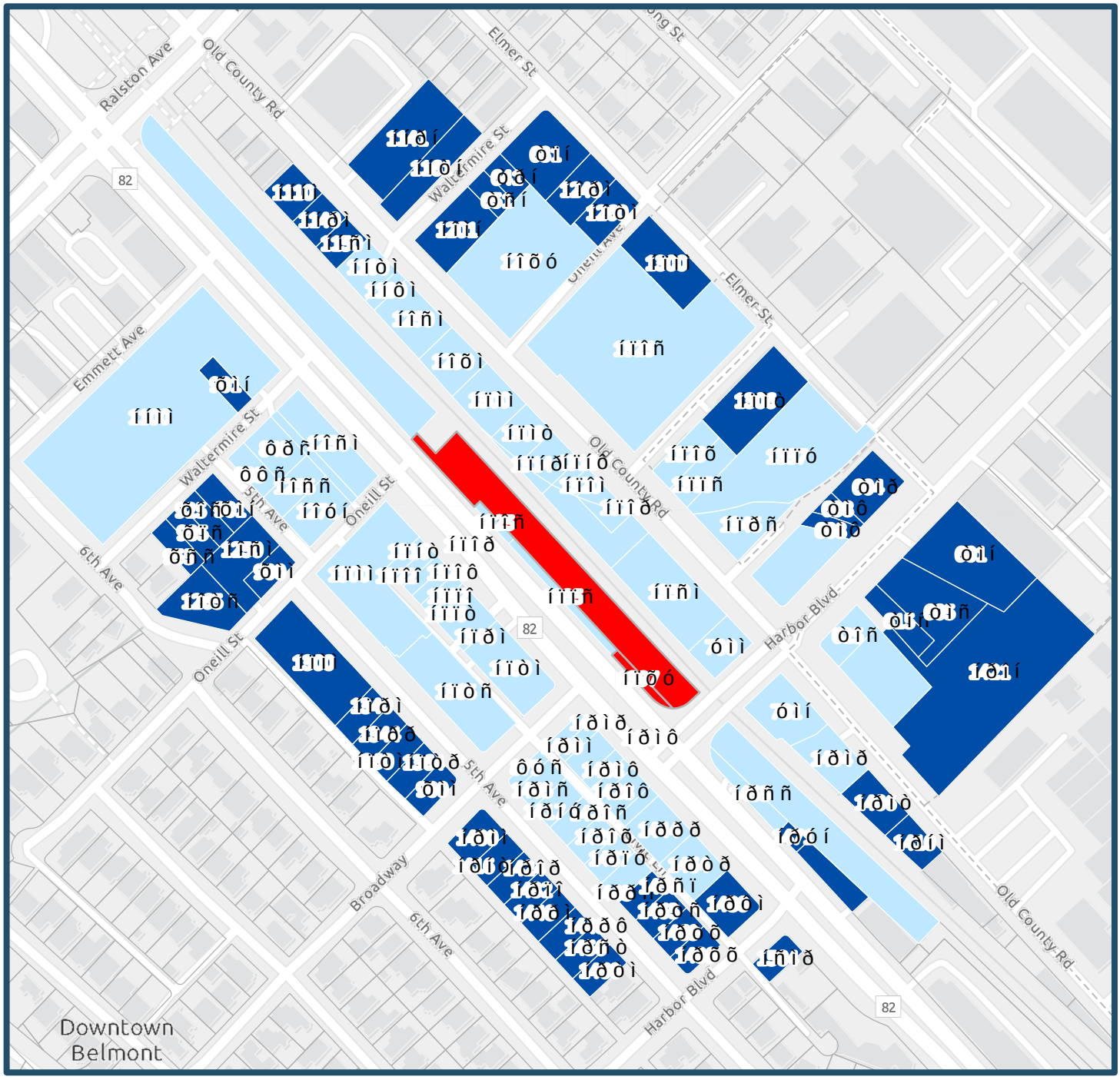
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CITY OF BELMONT CALIFORNIA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT REZONING PROPERTY LOCATED AT AND AROUND 1397 EL CAMINO REAL INTO THE S-3 CANNABIS RETAIL AND DISTRIBUTION OVERLAY DISTRICT

WHEREAS, on July 25, 2023, the Belmont City Council provided direction to staff to explore consideration of Land Use Element Amendments to the 2035 General Plan that would potentially allow for commercial cannabis uses in the south El Camino Real area of the City; and,

WHEREAS, on November 14, 2023, the Council adopted Resolution 2023-090 amending the Land Use Element of the 2035 General Plan to allow for commercial cannabis land uses in the south El Camino Real area of the City; and,

WHEREAS, 2035 General Plan Land Use Element Section 2.4 as amended declares that allowing commercial cannabis uses in appropriate commercial areas of the City should be considered and identifies the south El Camino Real as an area to be considered, and Policy 2.6-7 and actions 2.6-7.1 and 2.6-7.2 established implementation goals of adopting a zoning overlay district for the area and establishing licensing regulations for commercial cannabis business; and,

WHEREAS, on November 28, 2023, the Council adopted Ordinance 2023-1173 establishing the S-3 Cannabis Retail and Distribution Overlay District for the south El Camino Real area and regulations for the district; and,

WHEREAS, on February 13, 2024, the Council adopted Ordinance 2024-1176 establishing licensing regulations for cannabis businesses; and,

WHEREAS, Bechwati Properties, LCC ("Property Owner)", is the fee owner of the real property located at 1397 El Camino Real within the City of Belmont and more particular shown on the Zoning Basemap Section attached hereto as Exhibit A (the "Property") which is currently zoned Village Corridor Mixed Use (VCMU); and,

WHEREAS, Belmont A & E Green Solutions, Inc., a California corporation (dba Canna-Bel) ("Developer") has a leasehold interest in the Property and proposes to develop the Property for a cannabis retail use; and,

WHEREAS, the City received an application from the Property Owner and Developer to establish a retail cannabis use on the Property and seeking approval of an amendment to the Zoning Basemap Designation for the Property and incorporating it into the S-3 Cannabis Retail and Distribution Overlay District, as well as Conditional Use Permit, Design Review, and Development Agreement entitlements (the "Project"); and,

WHEREAS, on March 4, 2025, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the request to rezone the Property, and rendered a recommendation as to whether the City Council should rezone the Property as requested; and,

WHEREAS, on the March 25, 2025, the Council held a duly noticed public hearing to take testimony from the public and the applicant, to consider the Planning Commission's recommendation, and to receive a staff report and information about the Project, and at the conclusion of the hearing introduced this ordinance; and,

WHEREAS, on April 8, 2025, the Council at a duly noticed regular meeting the ordinance was presented for adoption by Council in accordance with state law.

WHEREAS, Council previously certified a Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action Plan (CAP) on October 24, 2017 (the "General Plan EIR" – SCH #2016082075), making required findings under the California Environmental Quality Act (CEQA), adopting a Mitigation Monitoring and Reporting Program (MMRP), and a statement of overriding consideration for that project on November 14, 2017; and,

WHEREAS, the City subsequently prepared an addendum examining the environmental effects of amending General Plan Land Use Element Section 2.4 and Policy 2.6-7, and establishing the S-3 Overlay District to allow up to two cannabis retail uses and one cannabis distribution use and found that the project would create no new effects or require new mitigation measures, and having considered the effects peculiar to the proposed Project at the Property, similarly finds the Project would create no new effects or require new mitigation measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS

1. The Council finds the above recitals are true and correct. The Council incorporates as part of its findings herein the findings previously made by Resolution 2023-090 and the findings in the related staff reports previously presented to the Planning Commission and Council.

2. The Council finds that adoption of this ordinance will not result in more than two retail cannabis businesses within the S-3 Overlay District and is consistent with BZO section 21.4.2(b)(2).

3. The Council finds that, as of the date of its adoption, this ordinance will not result in a retail cannabis use being located within 600 feet of a school or other cannabis retail or cannabis distribution use or within 100 feet of parks and actively operated child day care centers, and will not result in the public entrance of a cannabis retail use being located immediately adjacent to a youth-oriented business on the same frontage as the entrance, and is consistent with BZO section 21.4.1(c)(2).

4. Having reviewing all the relevant evidence before the City Council, including the information provided in the staff reports and enclosures to the Planning Commission and City Council and testimony from the public and applicant, the Council finds that the proposed Zoning Basemap (Section) designation amendment incorporating the Property into the S-3 Cannabis Retail and Distribution Overlay District is consistent with General Plan, the Belmont Village Specific Plan and the Zoning Plan.

SECTION 2. ZONING BASEMAP AMENDED

1. The Zoning Map of the City is amended as follows. The property comprising 1397 El Camino Real and the adjoining parking lot included within APN 045-243-050, as shown on Exhibit A (Zoning Base Map Section), is incorporated into the S-3 Cannabis Retail and Distribution Overlay District and retains its VCMU district designation in accordance with Belmont Zoning Ordinance section 21.1.

SECTION 3. EFFECTIVE DATE.

This Ordinance takes effect 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance on _____ and adopted the ordinance at a regular meeting held on _____ by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

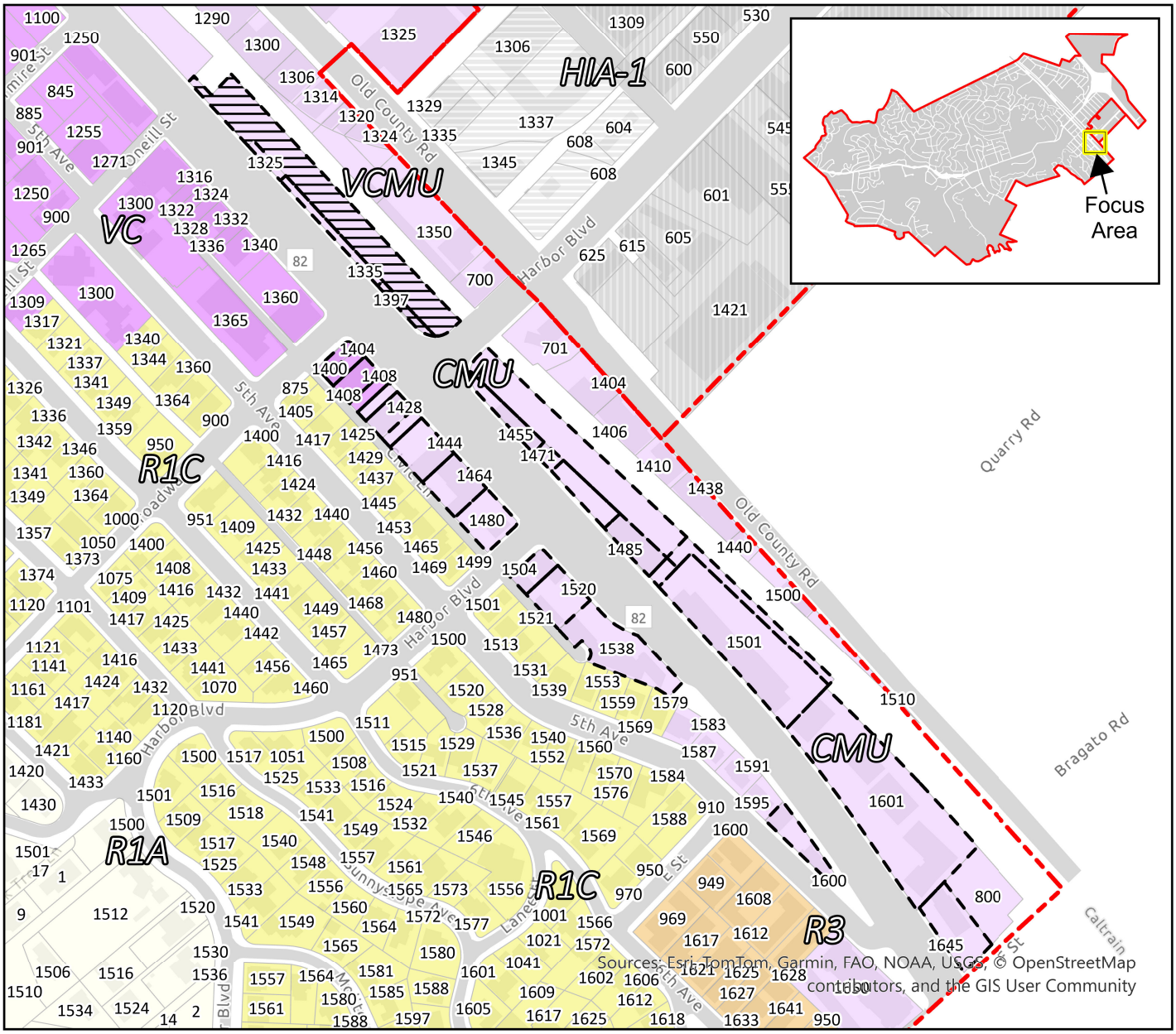
_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

PA2024-0027
Zoning Basemap (Section) Amendment

Incorporated as Exhibit A
And Made a Part of Ordinance No. 2025-___



0 0.05 0.1 0.2 Miles

ZONING CLASSIFICATIONS

1397 El Camino Real & APN 045-243-050

S-3 Overlay District

City Limit

Single Family Residential

Single Family Residential, 9600 sq. ft./ D.U. (R1A)

Single Family Residential, 5000 sq.ft./ D.U. (R1C)

Multi-Family Residential

Multi-Family Residential, 1950 sq.ft./ D.U. (R3)

Commercial

Corridor Mixed Use (CMU)

Belmont Village Planning Area

Village Corridor Mixed Use (VCMU)

Village Core (VC)

HWY/HIA

Harbor Industrial Area-1 (HIA-1)

Harbor Industrial Area-2 (HIA-2)

N

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT APPROVING A DEVELOPMENT AGREEMENT FOR A RETAIL CANNABIS PROJECT (CANNA-BEL) AT 1397 EL CAMINO REAL IN THE CITY OF BELMONT

WHEREAS, Government Code Sections 65864 et seq. authorize the City of Belmont to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and,

WHEREAS, the City of Belmont has enacted Section 28 of the Belmont Zoning ordinance to govern the processing of development agreements by the City; and,

WHEREAS, Bechwati Properties, LCC ("Property Owner)", is the fee owner of the real property located at 1397 El Camino Real within the City of Belmont (the "Property"); and,

WHEREAS, Belmont A & E Green Solutions, Inc., a California corporation (dba Canna-Bel) ("Developer") has a leasehold interest in the Property and proposes to develop the Property for a cannabis retail use; and,

WHEREAS, Developer and Property Owner have applied for entitlements to improve the Property and operate a cannabis retail use on the Property, including a rezoning of the property into the S-3 Cannabis Retail and Distribution Overlay District, a use permit and design review under Belmont Zoning Ordinance Section 21.4.1(b), and a development agreement (the "Project"), and,

WHEREAS, to ensure that the intent of the City, Developer and Property Owner with respect to the approvals for the project entitlements is carried out, the parties desire voluntarily to enter into the Development Agreement, attached hereto and incorporated herein by reference as Exhibit A to Attachment "3", to facilitate development of the Project subject to the conditions and requirements included in the Development Agreement; and

WHEREAS, on March 4, 2025, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the requested development agreement, and rendered a recommend as to whether the City Council should approve the development agreement; and,

WHEREAS, on the March 25, 2025, the Council held a duly noticed public hearing to take testimony from the public and the applicant, to consider the Planning Commission's recommendation, and to receive a staff report and information about the Project, and at the conclusion of the hearing introduced this ordinance; and,

WHEREAS, on April 8, 2025, the Council at a duly noticed regular meeting at which the ordinance was presented for adoption by Council in accordance with state law.

WHEREAS, Council previously certified a Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action Plan (CAP) on October 24, 2017 (the "General Plan EIR" – SCH #2016082075), making required findings under the California Environmental Quality Act (CEQA), adopting a Mitigation Monitoring and Reporting Program (MMRP), and a statement of overriding consideration for that project on November 14, 2017; and,

WHEREAS, the City subsequently prepared an addendum examining the environmental effects of amending General Plan Land Use Element Section 2.4 and Policy 2.6-7, and establishing the S-3 Overlay District to allow up to two cannabis retail uses and one cannabis distributions use and found that the project would create no new effects or require new mitigation measures, and having considered the effects peculiar to the proposed Project at the Property, similarly finds the Project would create no new effects or require new mitigation measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

Based upon the findings of fact contained in the staff report to the City Council dated March 25, 2025, the presentation to the Council and supporting documents and any public testimony received, and in accordance with Government Code Section 65867.5(b) and Belmont Zoning Ordinance Section 28.8(b), the City Council finds that the provisions of the Development Agreement are consistent with the City's General Plan, the Belmont Village Specific Plan, and the zoning and other land use regulations applicable to the Property.

SECTION 2. DEVELOPMENT AGREEMENT APPROVAL

The Development Agreement for the Project is approved. The Council authorizes the City Manager to execute the Development Agreement on behalf of the City.

SECTION 3. RECORDATION

No later than 10 days after the Development Agreement is effective and has been executed by all parties, the City Clerk is to record a copy of the Development Agreement with the San Mateo County Recorder, as required by Government Code Section 65868.5.

SECTION 4. EFFECTIVE DATE.

This Ordinance takes effect 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on March 25, 2025 and adopted the ordinance at a regular meeting held on [insert date], 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A to ATTACHMENT 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Belmont
City Clerk's Office
One Twin Pines Lane
Belmont, California 94002

Exempt from Recording Fee
Government Code Section 27383

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF BELMONT

and

BELMONT A & E GREEN SOLUTIONS, INC.

DBA CANNA-BEL

Related to the
Entitlement of a Retail Cannabis Use at 1397 El Camino Real

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on the _____ day of _____, 2025, by and between the CITY OF BELMONT, a municipal corporation ("City"), and Belmont A & E Green Solutions, Inc. (dba Canna-Bel), a California corporation ("Developer") and Bechwati Properties LLC, a California Limited Liability Company, (the "Property Owner"), under the authority of Sections 65864 – 65869.5 of the California Government Code and Section 28 of the Belmont Zoning Ordinance. The City, Developer, and Property Owner are, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 – 65869.5 (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application. The City Council of the City of Belmont (the "City Council") adopted Section 28 of the Belmont Zoning Ordinance to govern the processing of development agreements by the City.

B. The operation of commercial cannabis activities is a highly regulated business activity and is subject to various state and local laws and regulations. On November 28, 2023, the City adopted a resolution amending the Land Use Element of the 2035 General Plan that would allow for commercial cannabis land uses and establishment of an overlay zone allowing for potential cannabis retail and distribution businesses.

C. Government Code Section 65865 requires than an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement.

D. Developer affirms that it has a leasehold interest in that certain property located within the City of Belmont, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference (the "Property") pursuant to a lease with the Property Owner for the purpose of carrying out this Project.

E. Developer is a Cannabis Business and has applied for entitlements and permits to operate a Cannabis Retail establishment, as may be modified in the City Approvals defined in Recital F below (the "Project").

F. The following approvals, entitlements, and findings were adopted by the City with respect to the Project after duly and properly noticed public hearings:

i. On _____, the Council found the Project consistent with the certified Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action

Plan (CAP) on October 24, 2017 (the "General Plan EIR" – SCH #2016082075) under the California Environmental Quality Act (CEQA), found the Project would create no new effects or require new mitigation measures, and that no further environmental document was needed.

ii. On _____, the City Council adopted Ordinance No. _____, rezoning the Property to the S-3 Overlay District.

iii. On ___, the City Council adopted Resolution No. ____, approving the Conditional Use Permit for the Cannabis Retail use.

iv. On _____, the City Council adopted Ordinance No. ___ approving this Development Agreement as more fully set forth below.

The City actions identified above are collectively the "City Approvals."

G. The development of the Project may require future discretionary approvals and will require ministerial approvals from the City, potentially including, but not limited to, encroachment permits, demolition permits, grading permits, building permits, and certificates of occupancy ("Subsequent Approvals").

H. To ensure that the intent of the City and Developer with respect to the City Approvals is carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project subject to the conditions and requirements included in this Agreement.

I. The Planning Commission reviewed this Agreement at a public hearing held on March 4, 2025 and as part of its recommendation to the City Council determined that this Agreement is consistent with the City's general plan, any applicable specific plan, and any zoning or land use regulations applicable to the Property.

J. The City Council reviewed this Agreement at a public hearing held on _____ and found that the provisions of this Agreement are consistent with the City's general plan and any applicable specific plan and are consistent with the zoning and other land use regulations applicable to the property, as well as the Development Agreement Statute, and, therefore, approved this Agreement by Ordinance No. _____, introduced on _____ and adopted on _____ (the "Adoption Date"). Ordinance No. ____ (the "Enacting Ordinance") will become effective on _____ (the "Effective Date").

NOW, THEREFORE, with reference to the foregoing Recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

ARTICLE I
DEFINITIONS

1.1 Definitions.

The following defined terms are used in this Agreement:

1.1.1 "Adoption Date" is defined in Recital J.

1.1.2 "Agreement" is defined in the first paragraph, page 1.

1.1.3 "Annual Review Form" is defined in Section 5.2.

1.1.4 "Applicable Law" is defined in Section 3.1.4.

1.1.5 "Assignment" is defined in Section 8.2.

1.1.6 "Cannabis Business" means any business operating a cannabis retail or a cannabis distribution use, either as the sole use or in combination with other uses, on or from property located within the City of Belmont and includes not-for-profit retail and distribution use.

1.1.7 "Cannabis Retail" means a use involving the retail sale of cannabis or cannabis products to customers at fixed located locations or by delivery.

1.1.8 "CEQA" is defined in Recital F.

1.1.9 "City" is defined in the first paragraph, page 1 and in Section 2.1.1.

1.1.10 "City Approvals" is defined in Recital F.

1.1.11 "City Council" is defined in Recital A.

1.1.12 "City Law" is defined in Section 3.2.

1.1.13 "Complaining Party" is defined in Section 6.3.

1.1.14 "Declaration of Default" is defined in Section 6.3.

1.1.15 "Default" is defined in Section 6.1.

1.1.16 "Defaulting Party" is defined in Section 6.3.

1.1.17 "Development Agreement Statute" is defined in Recital A.

1.1.18 "Developer" is defined in the first paragraph, page 1 and in Section 2.1.2.

1.1.19 "Effective Date" is defined in Recital J and in Section 2.3.

1.1.20 "Enacting Ordinance" is defined in Recital J.

1.1.21 "Impact Fees" are defined in Section 3.3.1.

1.1.22 "Notice of Default" is defined in Section 6.3.

1.1.23 "Party" and "Parties" are defined in the first paragraph, page 1.

1.1.24 "Project" is defined in Recital F.

1.1.25 "Property" is defined in Recital D.

1.1.26 "Property Owner" is defined in the first paragraph, page 1.

1.1.27 "Subsequent Approvals" is defined in Recital G.

1.1.28 "Term" is defined in Section 2.5.

1.1.29 "Third Party Challenge" is defined in Section 12.1.

1.1.30 "Vesting Statutes" is defined in Section 3.12.3.

1.2 Capitalized Terms.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.3 Exhibits.

The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Legal Description

Exhibit B: Annual Review Form

ARTICLE II
GENERAL PROVISIONS

2.1 Parties.

2.1.1 The City.

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State of California. The office of the City is located at One Twin Pines Lane, Belmont, California 94002. "City," as used in this Agreement, includes the City of Belmont and any assignee or successor to its rights, powers and responsibilities.

(b) The City represents and warrants that, as of the Effective Date of this Agreement:

(i) The execution and delivery of this Agreement and the performance of the obligations of City have been duly authorized by all necessary actions and approvals required for a municipal corporation;

(ii) The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement; and

(iii) This Agreement is a valid obligation of City enforceable in accordance with its terms.

2.1.2 The Developer.

(a) Developer is Belmont A&E Green Solutions, Inc., a California corporation. For the purposes of this Agreement the Developer's office is located at 2052 Monroe Avenue, Belmont California, 94002.

(b) Developer represents and warrants that, as of the Effective Date of this Agreement, Developer:

(i) Has entered into a lease agreement with Property Owner of the Property;

(ii) Is duly organized and validly existing under the laws of the State of California;

(iii) Is qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(iv) Is in good standing and has all necessary powers under the laws of the State of California to lease property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(c) Developer further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Developer, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Developer have been duly authorized by all necessary actions and approvals required under any partnership or other agreement for the limited partnership constituting Developer;

(iii) That this Agreement is a legal, valid, and binding obligation of Developer enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Developer does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the partnership agreements of the Developer, (b) any law, rule, or regulation binding upon or applicable to the Developer, or (c) any material agreements to which Developer is a party;

(v) That, unless otherwise disclosed in writing to the City prior to the date of Council adoption of this Agreement and except for threats of litigation expressed in public hearings relating to the City Approvals, to the Developer's actual knowledge, there is no existing or pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Developer or the Property that would, if adversely determined, materially and adversely affect the Developer's ability to perform its obligations under this Agreement or to develop and operate the Project; and

(vi) That Developer or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

2.1.3 The Property Owner.

(a) Property Owner is Bechwati Properties, LLC, a California Limited Liability Company. For the purposes of this Agreement the Property Owner's office is located at 43053 Sabercat Place, Fremont California 94539.

(b) Property Owner represents and warrants that, as of the Effective Date of this Agreement, Property Owner:

(i) Is the legal owner of the Property;

(ii) Has entered into a lease agreement with Developer;

(iii) Consents to the terms of this Agreement;

(iv) Consents to the recordation of this Agreement against the title of the Property.

2.1.4 Relationship of City and Developer.

The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties and that the Developer is an independent contracting entity and not an agent or partner of City. The Parties further acknowledge that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of Developer or Property Owner, the affairs of the

City, or otherwise. The Parties hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City, Property Owner, or Developer joint venturers or partners.

This Agreement does not require the Developer or Developer's contractors to pay prevailing wages if the Project is not a "public work" apart from any potentially applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "Prevailing Wage Laws"). The Parties agree and acknowledge that the City makes no representation as to the applicability of Prevailing Wage Laws to the Project, and it is the Developer's sole responsibility to determine which, if any, Prevailing Wage Laws apply.

2.2 Description of Property.

The Property which is the subject of this Agreement is described in Exhibit A attached hereto.

2.3 Effective Date.

This Agreement shall become effective upon the effective date of the Enacting Ordinance approving this Agreement (the "Effective Date"), as set forth in Recital J of this Agreement.

2.4 Execution and Recording.

The Developer and Property Owner have executed and acknowledged this Agreement. Not later than ten (10) days after the Adoption Date, the City shall execute and acknowledge this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk shall cause recordation of this Agreement with the San Mateo County Recorder against the Property, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City.

2.5 Term.

The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years from the Effective Date (the "Term"), unless the Term is terminated, modified, or extended by the terms of this Agreement. Upon City's sole discretion, the Term may be extended for an additional ten (10) year term and so long as the Project is in compliance with all applicable conditions of approval and City Law.

2.6 Suspension.

The Developer must cease all Cannabis Business operations, upon notification by the City of the occurrence of any of the following events ("Suspension Event"):

2.6.1 the Developer is in Default and has not cured such Default in accordance with Sections 6.2 and 6.3 of this Agreement;

2.6.2 the Developer operates the Cannabis Business in a manner that endangers public health and safety, including but not limited to (i) failing to prevent conduct of patrons in and around the immediate vicinity of the Property that is disruptive, creates excessive noise, constitutes a nuisance, or is unlawful, (ii) failing to deter crimes against patrons on the Property or in the immediate vicinity of the Property, or (iii) failing to operate the business in strict accordance with all state and local permits and regulatory requirements;

2.6.3 any permit or license necessary to operate a Cannabis Business is suspended.

The City will provide written notification to Developer of a Suspension Event and the reason for such suspension. Within ten (10) business days of City providing such notice Developer may request the suspension be lifted and Developer's reason for lifting the suspension. Upon receipt of such request from Developer, City will schedule a public hearing before the City Council at the earliest available City Council meeting, but not later than sixty (60) days from the date of the request. The City Council shall consider the suspension and may either (i) end the suspension, (ii) end the suspension upon certain conditions being fulfilled, or (iii) terminate this Agreement. If Developer has not requested the suspension be lifted within ten (10) business days, the City may elect to terminate this Agreement.

2.7 Termination.

This Agreement shall terminate upon the occurrence of any of the following events:

2.7.1 the expiration of the Term;

2.7.2 the Developer no longer has a possessory, legal or other equitable interest in the Property;

2.7.3 the Developer has ceased all operations related to the Project on the Property for a period of thirty (30) consecutive days;

2.7.4 Federal enforcement of the Federal Controlled Substances Act against Developer, Property Owner, or City;

2.7.5 any permit or license necessary to operate a Cannabis Business is terminated;

2.7.6 pursuant to a public hearing or other termination in accordance with Section 2.6.

Upon termination of this Agreement, either by expiration of otherwise, Developer shall have no right to engage in any Cannabis Business on the Property, except as the City Council may affirmatively allow by appropriate subsequent action.

2.8 Force Majeure.

2.8.1 Performance by either City or Developer shall not be deemed to be in Default, and the Term shall be extended, where delays are due to: (a) natural disasters that are not caused by, are outside the reasonable control of, and at the time of entering into this Agreement are not known to and cannot be anticipated by the Developer, including without limitation floods, earthquakes, and fires; (b) a fire or flood during construction after issuance of a building permit, whether or not the result of a natural disaster, a third party, or negligence by Developer or Developer's employee, agent or contractor (but not intentional acts or gross misconduct of the Developer); and (c) third-party litigation challenging this Agreement, the City Approvals, or the Subsequent Approvals, which delays any activity contemplated herein.

2.8.2 An extension of time for any such cause shall be for the period of the enforced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension and demonstrating that the delay is caused by an event of Force Majeure, is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In the event the other Party rejects such notice, the Parties shall meet and confer in good faith for a period of at least 30 calendar days. In no event shall the cumulative period of enforced delay under this Section 2.6 exceed one (1) year. Notwithstanding this Section 2.6, the limitation on Impact Fees provided in Section 3.3 below may not be extended due to enforced delay.

2.9 Provisions Required by Statute.

The Development Agreement Statute provides, among other things, that a development agreement shall specify the following:

2.9.1 Duration of the Agreement. See Sections 2.5 and 2.6 of this Agreement.

2.9.2 Permitted Uses of the Property. See Section 3.1.2 of this Agreement.

2.9.3 Density or Intensity of Uses. See Section 3.1.2 of this Agreement and the City Approvals.

2.9.4 Maximum Height and Size of Proposed Buildings. See Section 3.1.2 of this Agreement and the City Approvals.

2.9.5 Reservation or Dedication of Land for Public Purposes. See Section 3.1.2 of this Agreement and the City Approvals.

2.9.6 Periodic Review at Least Annually. See Article V of this Agreement.

ARTICLE III
DEVELOPMENT OF THE PROPERTY

3.1 Use of the Property and Applicable Law.

3.1.1 Subject to Agreement.

The Property is hereby made subject to the provisions of this Agreement. All development of, or on, the Property, or any portion thereof, shall be undertaken only in compliance with the provisions of this Agreement and with Applicable Law. Developer shall additionally be required to obtain all state required licenses required for the operation of a Cannabis Business.

3.1.2 Permitted Uses.

The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be governed by Applicable Law.

3.1.3 Laws Governing Cannabis Activities.

The operation of a Cannabis Business is a highly regulated business activity and is subject to various state and local laws and regulations. This Agreement does not, and the City cannot and does not intent to, give Developer the right to continue its operations without complying with applicable state and local laws governing its operations. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date.

3.1.4 Applicable Law.

"Applicable Law" includes the City Approvals, this Agreement, the Subsequent Approvals when approved by the City, and those City ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Property in effect on the Effective Date, except as otherwise provided in Sections 3.3, 3.5, 3.6, 3.8, and 3.12.

3.2 No Conflicting Enactments.

Except as and to the extent required by state or federal law, and subject to the provisions of this Agreement and Sections 3.3, 3.5, 3.6, 3.8, and 3.12 below, the City shall not impose on the Property any plan, ordinance, resolution, rule, regulation, standard, policy, condition, or specification, including by initiative (each individually, a "City Law"), that has any of the following effects on the rights provided by Applicable Law:

3.2.1 Changes any land use designation or permitted use of the Property from that shown in Applicable Law;

3.2.2 Limits or controls the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property except as set forth in Applicable Law; or

3.2.3 Limits or restricts any right specifically granted by the City Approvals, including but not limited to permitted uses and density and intensity of use and maximum height and size of buildings; or

3.2.4 Imposes any requirements for reservation or dedication of land for public purposes except as set forth in Applicable Law.

3.3 Fees and Taxes.

3.3.1 Impact Fees. Developer shall pay if and when due all Impact Fees imposed by the City which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for. "Impact Fees" are the monetary amount charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including any "fee" as that term is defined by Government Code Section 66000(b). No Impact Fees will be assessed for the entitlements that are being granted under this Development Agreement.

3.3.2 Business License Tax. Developer shall pay to the City when due the business license tax, in accordance with the provisions of City of Belmont City Code Chapter 23, Article 6. Any failure to pay such business license tax shall be considered a default of this Agreement.

3.4 Timing of Development.

Developer has no obligation to develop or to construct the Project. The timing, sequencing, and phasing of the Project is solely the responsibility of Developer in the exercise of its business judgment so long as it is consistent with Applicable Law. In particular, the Parties desire to avoid the result of *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, where the failure of the parties therein to consider and expressly provide for the timing of the development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement. The Parties therefore acknowledge that Developer shall have the right to develop the Project at such time as Developer deems appropriate in the exercise of its business judgment so long as such development is consistent with Applicable Law.

3.5 Reservations of Authority.

Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.2, at the time Subsequent Approvals are applied for, the following regulations and provisions shall apply to those Subsequent Approvals as they are in effect at the time of those Subsequent Approvals:

3.5.1 Processing fees and processing charges of every kind and nature imposed by the City, including application, inspection, and monitoring fees, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.5.2 All taxes, assessments, and use charges imposed by the City which are in force and effect within the jurisdiction of the City for a broadly based class of taxpayers, land, or Subsequent Approvals, as applicable, on which they are imposed.

3.5.3 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of

procedure, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.5.4 Regulations governing construction standards and specifications including, without limitation, the California Building Standards Codes and local amendments thereto, city grading regulations, and all other uniform construction codes which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.6 Subsequently Enacted Rules and Regulations.

The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not in conflict with the terms of this Agreement. The City may also modify the Applicable Law to address a specific, adverse impact upon public health or safety that cannot reasonably be addressed by other means. Nothing in this Agreement limits the City's authority to apply and enforce the regulations in Belmont City Code Chapter 13 applicable to cannabis businesses to a cannabis business operating or seeking to operate on the Property or to apply and enforce such newer cannabis business regulations as may be adopted from time to time.

3.7 Initiatives and Referenda.

3.7.1 If, during the Term of this Agreement, any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property. The Parties, however, acknowledge that the City's approval of this Agreement is a legislative action subject to referendum.

3.7.2 Without limiting the generality of any of the foregoing, no moratorium imposed by the City affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Property during the Term of this Agreement. Developer agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium.

3.7.3 The timing, sequencing, and phasing of development within the Project shall be consistent with those timing, sequencing and phasing provisions specified in this Agreement, the City Approvals, and Applicable Law.

3.7.4 The City shall cooperate with Developer and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and that no conflicting enactments are imposed on the Property, except as otherwise authorized by this Agreement.

3.8 Compliance with Requirements of Other Governmental Entities.

3.8.1 During the Term, Developer, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, state and federal agencies having jurisdiction over Developer's activities in furtherance of this Agreement.

Developer shall pay all required fees when due to federal, state, regional, or other local governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

3.8.2 City shall cooperate with Developer in Developer's effort to obtain permits and approvals from federal, state, regional, and other local governmental agencies, provided that same does not impose any costs on or require the City to incur any costs without compensation or reimbursement, or require the City to amend any of the City's policies, regulations, or ordinances.

3.8.3 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in state or federal laws, regulations, plans, or policies, and the City may enforce changes in local laws, regulations, plans or policies that are specifically mandated by changes in state or federal laws, regulations, plans or policies or required to prevent the City from incurring liabilities or other costs resulting from such changes. In the event changes in the state or federal laws prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified as may be necessary to comply with such state or federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified as may be necessary to comply with changes in the law, and City and Developer shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification be limited to that which is necessary and to preserve to the extent possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations. Nothing in this Agreement shall preclude the City or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such state or federal laws or regulations.

3.8.4 To the extent that any actions of federal or state agencies (or actions of other governmental agencies, including City, required by federal or state agencies, or actions of City taken in good faith to the extent necessary to prevent the City from incurring liability as a result of failure to comply with actions of federal, state or other governmental agencies) have the effect of preventing, delaying, or modifying development or the use of the Property or any portion thereof, City shall not in any manner be liable for any such prevention, delay, or modification. Such actions include, but are not limited to, state and federal cannabis regulations and actions of the City or other governmental agencies as a result; flood plain or wetlands or endangered species designations and actions of City or other governmental agencies as a result; the imposition of air quality or transportation measures or sanctions and actions of City or other governmental agencies as a result; or changes to CEQA and actions of City or other governmental agencies as a result. As a condition to being able to proceed with development, Developer may be required, at its cost, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of actions of federal, state or other governmental agencies (or action of City taken in order to prevent adverse impacts upon City by actions of federal, state, or other governmental agencies).

3.9 City's Police Power.

The Parties acknowledge this Agreement constitutes a lawful limitation on the City's police power. The Parties further acknowledge and agree that the limitations, reservations, and

exceptions contained in this Agreement are intended to reserve to the City that part of its police power which are not otherwise addressed in this Agreement, and this Agreement shall be construed to reserve to the City those parts of its police powers which cannot be restricted by contract. Subject to the limitations specified in this Agreement, the City intends that rules, regulations, official policies, standards and specifications of City applicable to the development of the Project shall be the Applicable Law.

3.10 Subsequent Development Approvals for the Property.

3.10.1 Applications for Subsequent Approvals are anticipated to be submitted to the City by the Developer. Applications for Subsequent Approvals shall be processed diligently in good faith by the City and considered in a manner consistent with the rights granted by this Agreement and Applicable Law.

3.10.2 Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether the requested Subsequent Approval is consistent with Applicable Law and this Agreement. City's review of the Subsequent Approvals shall be consistent with this Agreement, including without limitation Section 3.2 of this Agreement. To the extent that is consistent with CEQA, as determined by the City in its reasonable discretion, City shall utilize the Environmental Impact Report as described in Recital F to review the environmental effects of the Subsequent Approvals.

3.10.3 Notwithstanding the above, as required by Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of Government Code Section 66473.7, if applicable.

3.11 Life of City Approvals and Subsequent Approvals.

If any City Approval or Subsequent Approval shall expire during the Term of this Agreement, Developer shall retain all vested rights contained in this Agreement and shall be entitled to re-approval of the City Approval or Subsequent Approval consistent with Applicable Law for the Term of this Agreement.

3.12 Developer Obligations and Public Benefits.

As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement and as a material inducement to City to enter into this Agreement, Developer has offered and agreed to provide the public benefits to the City listed in this Section 3.12 and has further agreed to comply with all of its obligations under this Agreement, including in particular the obligations set forth in this Section 3.12.

3.12.1 Compliance with Agreement and Applicable Law. In addition to any other obligations of Developer set forth herein, in consideration of City entering into this Agreement, Developer has agreed that if Developer commences development of the Property and proceeds to develop the Property, such development shall be in conformance with all of the terms, covenants, and requirements of this Agreement and Applicable Law, and Developer shall perform those specific obligations and provide those specific contributions identified in the conditions of

approval and exhibits to the City Approvals. Developer shall pay when due all fees and costs which are imposed on all or any portion of the Property, whether imposed by City or other agencies, as provided in this Article III.

3.12.2 Public Benefits. In addition to the other benefits identified in Section 3.12, the Project will provide an annual public benefit contribution of one and a half percent (1.5%) of gross receipts from operations of the Cannabis Business, to be contributed at the time of the business license tax payment (no later than February 28 of each year), distributed as follows:

(a) Forty percent (40%) to Belmont Community Foundation. Developer shall provide documentation to the City's satisfaction demonstrating that this contribution was made. If this foundation ceases to exist, Developer shall provide these funds to the City and the City may use these funds as it deems appropriate.

(b) Thirty percent (30%) to the City to be used for Parks and Recreation Department programming, scholarships, and capital needs.

(c) Thirty percent (30%) to be distributed on an annual basis to one or more nonprofit organizations or activities serving city residents based on the recommendation of the Canna-Bel Community Advisory Board, which is to be made up of Belmont community stakeholders. The membership of the Advisory Board shall be disclosed on an annual basis as part of the annual review of the Development Agreement obligations as outlined in Section 5.2. No member of the Advisory Board shall have a personal financial interest in any organization that is a recipient of a distribution. A recipient organization may share a common board member with the Advisory Board and this, alone, will not create a violation of this section as long as that member does not have a personal financial interest in the outcome.

3.12.3 Waiver of Vesting Statutes. As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement and as a material inducement to City to enter into this Agreement, Developer further agrees that, as long as this Agreement is in effect, the provisions of this Agreement shall govern and control the City Law to be applied to this development of the Property over any contrary or inconsistent provisions of Section 66498.1 et seq. of the Government Code or any other statute which purports to provide vested rights ("Vesting Statutes"). Developer waives the benefits of any Vesting Statute as it may be inconsistent or contrary to the provisions of this Agreement, including but not limited to vesting of development fees of all types. Notwithstanding anything to the contrary in this Section, the Parties acknowledge and agree that this Agreement vests Developer's rights to develop the Project in accordance with the terms of this Agreement and the provisions of state and local law concerning development agreements.

3.13 Mutual Obligations of the Parties.

City has agreed to provide Developer with the long term assurances, vested rights, and other City obligations described in this Agreement, including in particular those obligations described in this Article III, in consideration for the Developer obligations contained in this Agreement, including in particular those Developer obligations described in this Article III. Developer has agreed to provide City with the Developer obligations contained in this Agreement,

including in particular those Developer obligations described in this Article III, in consideration for the City obligations described in this Agreement, including in particular those obligations described in this Article III. To ensure that the understanding of the Parties and mutual consideration remain effective, should either Party bring any administrative, legal, or equitable action or other proceeding to set aside or otherwise make ineffective any of the City or Developer obligations described in this Agreement, this Agreement may be terminated by the Party against whom the proceeding is brought at that Party's sole discretion.

ARTICLE IV
AMENDMENT, CANCELLATION, AND TERMINATION OF AGREEMENT

4.1 Amendment or Cancellation Procedure.

The Parties may mutually agree to amend or cancel this Agreement in whole or in part. As required by Belmont Zoning Ordinance Section 28.10, any amendment to or cancellation of this Agreement may be made only if the City follows the same procedures prescribed by Government Code 65864 et seq. and those procedures prescribed in Section 28 of the Belmont Zoning Ordinance (Ordinance No. 360 as amended) for entering into a new development agreement, including but not limited to public hearings before the Belmont Planning Commission and City Council and adoption of the amendment or cancellation by ordinance.

4.2 Requirement for a Writing.

No amendment to or cancellation of this Agreement or any provision of this Agreement shall be effective for any purpose unless adopted in accordance with the procedures prescribed in Belmont Zoning Ordinance Section 28 and specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. The City Clerk shall record an appropriate notice of any amendment or cancellation with the San Mateo County Recorder not later than ten (10) days after the effective date of the action effecting such amendment or cancellation, accompanied by a legal description of the Property.

4.3 Amendments to Development Agreement Legislation.

This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute, as those provisions existed at the date of execution of this Agreement. No amendment or addition to the Development Agreement Statute which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing, after following the procedures in Section 4.1, to amend this Agreement to permit such applicability.

4.4 Amendment of City Approvals.

To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified by submittal of an application from the Developer and following the procedures for such amendment or modification contained in the Belmont City Code and

Belmont Zoning Ordinance as applicable. Upon any approval of such an amendment or modification, the amendment or modification to the City Approval shall automatically be deemed to be incorporated into the Applicable Law without any further requirement to amend this Agreement.

4.5 Effect of Termination on Developer's Rights and Obligations.

4.5.1 Notwithstanding any other provision to the contrary, should the Developer or its successor seek to develop the Project, termination or cancellation of this Agreement or termination of the rights of Developer as to the entire Property, or any part the Property, shall not affect any requirement to comply with the City Approvals, the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to City, nor shall it affect the covenants of Developer specified in Section 4.5.2 below to continue after the termination or cancellation of this Agreement. Developer understands and agrees that the City Approvals may be substantially modified in light of the circumstances resulting from the termination or cancellation of this Agreement or Developer's rights under this Agreement, and Developer shall have no rights to challenge such a modification by reason of this Agreement other than the rights, if any, Developer would have in the absence of this Agreement.

4.5.2 Notwithstanding anything in this Agreement to the contrary, the following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City arising prior to termination or cancellation:

(a) Section 3.12 (Developer Obligations), to the extent such obligations have not been met upon termination or cancellation;

(b) Section 4.5.1 (Developer's obligations upon termination or cancellation);

(c) Section 6.2 (Remedies; limitation on damages and exceptions thereto; accrued obligations);

(d) Section 10.2 (Indemnification);

(e) Section 10.3 (Joint and Several Liability); and

(f) Section 12.1.1 (Indemnification – Third Party Challenge).

ARTICLE V
ANNUAL REVIEW

5.1 Time of Review.

To determine Developer's good faith compliance with this Agreement, and in compliance with Belmont Zoning Ordinance Section 28.12, the City shall review this Agreement and all actions taken with respect to the development of the Property at least every twelve months from

the Effective Date, commencing on the first anniversary of the Effective Date. The date for the annual review may be modified by agreement between the Parties, so long as the review occurs at least every twelve months, or the City may elect to initiate a review at any time.

5.2 Required Information from Developer.

It is the Developer's responsibility to apply in a timely fashion for the annual review by submitting a written request to the Community Development Director, including a completed Annual Review Form in the form provided in Exhibit B (the "Annual Review Form") no more than sixty (60) and no less than thirty (30) days prior to the review date. The burden of proof, by substantial evidence, of good faith compliance shall be upon Developer. Developer shall provide the evidence determined necessary by the Community Development Director to demonstrate good faith compliance with the provisions of this Agreement. Developer shall provide detailed evidence of Developer's compliance with each obligation under this Agreement, including but not limited to the provisions of Section 3.12 and other information reasonably requested by the Community Development Director to determine compliance. The Community Development Director may conduct the annual review notwithstanding Developer's failure to submit the written request. Failure to submit the written request or to list or describe compliance with an obligation is substantial evidence that the Developer has not complied in good faith with the obligation and the provisions of this Agreement. Costs reasonably incurred by the City in connection with the annual review and any related hearings shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

5.3 Determination of Good Faith Compliance.

If the Community Development Director determines in writing that, based upon substantial evidence, Developer has complied in good faith with the terms and conditions of this Agreement, the annual review shall be concluded. If the Developer fails to submit a timely periodic review application or the Community Development Director finds that, based upon substantial evidence, Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall prepare a written notice describing the failure to comply and notify the Developer as required by Section 11.1 and any other person who has requested notice concerning this Agreement. If Developer fails to demonstrate compliance to the Community Development Director's satisfaction within 30 days from the date of the notice, the Community Development Director shall forward the matter to the City Council with his or her recommendation.

If the City Council determines, based upon substantial evidence that Developer has complied in good faith with the terms and conditions of this Agreement, the annual review shall be concluded. If, however, the City Council determines, based upon substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate or modify this Agreement as authorized by Government Code Section 65865.1 after complying with the provisions of this Agreement and the notice and hearing procedures contained in Belmont Zoning Ordinance Section 28 or successor provision.

5.4 No Waiver.

Failure of City to timely conduct an annual review shall not constitute a waiver by City of its right to do so at a later date nor a waiver of its rights to otherwise enforce the provisions of this Agreement, nor shall Developer have or assert any defense to such enforcement by reason of any failure to conduct an annual review. City does not waive any claim of defect or Default by Developer if, following periodic review as required by this Article V, City does not propose to modify or terminate this Agreement. City's failure to timely complete an annual review shall not constitute nor be asserted as a Default by Developer.

5.5 Reservation of Rights.

The rights and powers of the City Council under this Article V are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of an event of Default by Developer.

ARTICLE VI
DEFAULT, REMEDIES, AND TERMINATION

6.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("Default"). Additionally, the occurrence of any of the following shall constitute a Default by Developer: (i) failure to pay when due any fee, tax, or payment required to be paid under this Agreement, City ordinance or resolution, or California State law, if the failure to pay continues for three (3) days after written notice of the failure from the City; (ii) failure to make the contributions or public benefit payments set out in Section 3.12.2 if failure to pay continues for three (3) days after written notice of the failure from the City; and (iii) operating the Cannabis Business in a manner that is not compliant with Belmont City Code Chapter 13 as may be amended. While Developer is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Subsequent Approval until Developer cures the Default.

6.2 Remedies for Default.

City and Developer acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the Recitals. City and Developer agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Developer agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suits for specific performance to remedy a specific breach, (b) suits for declaratory or injunctive relief, (c) suits for mandamus under Code of Civil Procedure Section 1085, or special writs, and (d) termination or cancellation of this Agreement or, at the option of City in the event of breach by Developer, termination of the rights of Developer under this Agreement. Monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under the terms of Section 3.12 of this Agreement. All of these remedies shall be cumulative and

not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Developer expressly agrees that the City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this Section 6.2, "City") shall not be liable for any monetary damage for a Default by the City or any claims against City arising out of this Agreement. Developer hereby expressly waives any such monetary damages against the City. Any legal action by a Party alleging a Default must be filed within ninety (90) days from date of Declaration of Default after following the procedures in Sections 6.3, 6.4, and 6.5, as applicable.

6.3 Notice and Procedure Regarding Defaults.

Before initiating any action for relief specified in Section 6.2 for an alleged breach of this Agreement, the Party claiming breach (the "Complaining Party") must deliver to the other Party (the "Defaulting Party") a written notice of breach (the "Notice of Default"). The Notice of Default must specify the reasons for the allegation of Default with reasonable particularity. Within thirty (30) days, unless a shorter period is provided in this Agreement, the Defaulting Party must either: (a) use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to follow the procedures specified in Section 6.4 below, or (b) if in the determination of the Defaulting Party, the event does not constitute a breach of this Agreement, the Defaulting Party, within thirty (30) days of receipt of the Notice of Default, must deliver to the Complaining Party a notice which sets forth with reasonable particularity the reasons that a Default has not occurred. Failure to respond within the thirty (30)-day period may not be deemed an admission of the Default, but the Complaining Party may proceed to pursue its remedies under this Article VI. After conclusion of the thirty (30)-day period, the Complaining Party may declare a Default by providing written notice to the Defaulting Party (the "Declaration of Default"), subject to the provisions of Section 6.4, and may proceed to pursue its remedies under this Article VI.

6.4 Mutual Agreement for Cure of Certain Defaults.

If the Defaulting Party believes that the Default cannot practically be cured within the thirty (30)-day period (or shorter period as provided in this Agreement), the Defaulting Party is not in Default provided that: (a) the cure is commenced during the applicable period after receipt of the Notice of Default; (b) within the thirty applicable period, the Defaulting Party provides a schedule to the Complaining Party for cure of the Default, subject to the reasonable approval of the Complaining Party; and (c) the cure is completed in accordance with the schedule agreed to by the Parties, or such additional time as agreed by the Complaining Party. If the Parties cannot mutually agree on a schedule for cure of the Default, at the conclusion of the initial thirty (30)-day period (or shorter period as provided in this Agreement), the Complaining Party may issue a Declaration of Default and proceed to pursue its remedies under this Article VI.

6.5 Alternative Procedure Regarding Defaults; Annual Review.

If the City Council determines, at the conclusion of the annual review undertaken as required by Article V, that Developer has not complied in good faith with the terms of this Agreement, then the determination constitutes a Declaration of Default, and City may proceed to pursue any remedies under this Article VI in addition to those remedies available under Article V.

6.6 Failure to Assert; No Waiver.

Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies. Delays by a Complaining Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

ARTICLE VII
ESTOPPEL CERTIFICATE

Either Party may request an estoppel certificate at the time of the annual compliance review, or within sixty (60) days of the annual compliance review. Either Party may, additionally, request an estoppel certificate at any other time by delivering written notice to the other Party, along with a complete periodic review application, including the required fee, as described in Section 5.2, requesting the other Party to certify in writing that, to the knowledge of that Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. If this request is made by Developer, Developer shall pay any required fees in place at the time of request. The Party who receives the request shall execute and return the estoppel certificate within thirty (30) days following receipt of the request and items identified in Section 5.2, if required. The City Manager shall be authorized to execute any certificate requested by Developer. Developer and City acknowledge that a certificate hereunder may be relied upon by transferees and Mortgagees.

ARTICLE VIII
TRANSFERS, ASSIGNMENTS

8.1 Covenants Running with the Land.

Except as otherwise more specifically provided in Section 8.2 below, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

8.2 Assignment and Transfer.

Developer and Property Owner shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of the Property or Project subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without consent of the City. This assignment prohibition applies to the corporate and business entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediate terminate this Agreement.

ARTICLE IX
MORTGAGEE PROTECTION

9.1 Mortgage Protection.

This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to City's remedies to terminate the rights of Developer (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated.

Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee.

If City receives a written notice from a Mortgagee, Developer or any approved assignee requesting a copy of any Notice of Default given Developer or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Developer's cost), concurrently with service to Developer, any notice given to Developer with respect to any claim by City the Developer is in Default under this Agreement, and if City issues a Declaration of Default, City shall if so requested by the Mortgagee likewise serve at Mortgagee's cost (or Developer's cost) notice on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default claimed in the Notice of Default or Declaration of Default.

9.4 No Supersedure.

Nothing in this Article IX shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Article IX constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3.

ARTICLE X
INDEMNIFICATION

10.1 No Duty of City; Hold Harmless.

It is specifically understood and agreed by the Parties that the Project contemplated by this Agreement is a private development, that City has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Developer shall have full power over and exclusive control of the Property subject only to the limitations and obligations of Developer under this Agreement.

10.2 Indemnification.

Developer hereby agrees to and shall indemnify, defend, and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this Section 10.2, "City") from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) and from any and all third party claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses) directly or indirectly arising or alleged to have arisen out of or in any way related to: (a) the approval of this Agreement or the City Approvals; (b) any development or use of the Property under this Agreement or the City Approvals; and (c) any actions or inactions by the Developer or its contractors, subcontractors, agents, or employees in connection with the construction or improvement of the Property and the Project; excepting to the extent arising from the intentional acts or willful misconduct of City, its elected and appointed representatives, officers, agents, employees, contractors or subcontractors.

This indemnification and hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this Section 10.2, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Property, but does not apply to damages and claims for damages caused by City with respect to public improvements and facilities after City has accepted responsibility for them.

10.3 Joint and Several Liability.

Developer and Property Owner shall be jointly and severally liable for any amount due under this Agreement. Developer and Property Owner agree that the City may impose a lien and seek foreclosure on any parcel of the Property due to any default by Developer.

ARTICLE XI
NOTICES

11.1 Notices.

Notices, demands, correspondence and communications between City, Developer, and Property Owner shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express or DHL to the offices of City, Property Owner, and Developer indicated below, provided that a receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:

City Manager
City of Belmont
One Twin Pines Lane
Belmont, California 94002

With copy to:

City Attorney
City of Belmont
One Twin Pines Lane
Belmont, California 94002

Developer:

Belmont A&E Green Solutions, Inc.
2052 Monroe Ave
Belmont, CA 94002

With a copy to:

[Address info here, if a copy is to be sent]

Property Owner:

Bechwati Properties LLC
43053 Sabercat Place
Fremont, CA 94539

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least then (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given and received on

the earlier of the date personal delivery is made or on the delivery date or attempted delivery date shown on the return receipt or air bill.

ARTICLE XII
MISCELLANEOUS

12.1 Third-Party Legal Challenge.

In the event of any legal action, claim, or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City Approvals, or the Subsequent Approvals ("Third Party Challenge"), the responsibilities of the Parties shall be as follows.

12.1.1 Indemnification.

The Developer shall bear its own costs of defense as a real party in interest in any Third Party Challenge, and the Developer shall reimburse City for all costs (including court costs and expenses) and attorneys' fees incurred by City in defense of such action or other proceeding. In its sole discretion, City may tender its defense of such action to Developer or defend the action itself. Upon a tender of defense to Developer by City, Developer shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Developer shall bear all attorneys' fees and costs from the date of tender. Under no circumstances shall Developer be required to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Developer.

12.1.2 City Cooperation.

The City shall promptly notify the Developer of any Third Party Challenge and shall cooperate fully in the defense of the Third Party Challenge.

12.1.3 Invalidity.

If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

12.2 Bankruptcy.

The obligations of this Agreement shall not be dischargeable in bankruptcy.

12.3 Applicable Law/Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California.

12.4 Reimbursement of Development Agreement Costs and Fees.

Developer shall reimburse City for all its reasonable and actual costs, fees, and expenses incurred in drafting, reviewing, revising, and processing this Agreement, including, but not limited to, recording fees, ordinance publication fees, staff time in preparing staff reports, and staff time, including legal counsel and special counsel fees, for preparation and review of this Agreement and changes requested by Developer.

12.5 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

12.6 Severability.

Except as otherwise provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement based on such determination.

12.7 Nondiscrimination.

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

12.8 Developer Right to Rebuild.

City agrees that Developer may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to natural disaster, including but not limited to fire, flood, or earthquake. Any such renovation or rebuilding shall comply with the Applicable Law and this Agreement.

12.9 Headings.

Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

12.10 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

12.11 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

12.12 Recordation of Termination.

Upon termination of this Agreement or expiration of the Term, a written statement acknowledging such termination shall be executed by Developer and City and shall be recorded by City in the Official Records of San Mateo County, California.

12.13 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

[Signatures on the Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BELMONT,
a municipal corporation

By: _____
Afshin Oskoui, City Manager

Dated: _____

ATTEST:

By: _____
Jozi Plut, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Scott Rennie, City Attorney

Dated: _____

Belmont A&E Green Solutions, Inc.
a California Corporation

By: _____

By: _____

Dated: _____

Bechwati Properties LLC,
a California Limited Liability Company

By: _____

By: _____

Dated: _____

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Portion of Lot 2, as designated on the Map entitled, "Bay View Heights Subdivision No. 3, San Mateo County, California", which map was filed in the office of the County Recorder of San Mateo County, State of California on September 24, 1927 in Book 16 of Maps, at Page 35, more particularly described as follows:

Beginning at a point on the Northeasterly line of said Lot, distant thereon South 43° 56' East 554.65 feet from its intersection with the Southeasterly line of O'Neill Avenue as shown on the aforementioned map, said point of beginning being the Southeasterly corner of lands conveyed by Norman F. Meyer and Ann E. Meyer to Mae R. Mather by deed dated August 6, 1953 and recorded August 13, 1953, in Volume 2459 of Official Records at Page 63; thence South 43° 56' East 4.97 feet; thence South 44° 26' East 101.52 feet; thence South 45° 26' East 48.16 feet, more or less to its intersection with the Northerly line of lands described as Parcel One in the deed from California Pacific Title & Trust Company, a corporation, to the State of California, dated June 2, 1930, and recorded June 10, 1930 in Book 477 of Official Records of San Mateo County at Page 268, thence Westerly and Northwesterly along the boundary of land described in said deed, on an arc of curve to the right, from a tangent which bears South 89° 30' West and with a radius of 50 feet; through a central angle of 46° 28' an arc distance of 40.55 feet to a point on a line parallel with and 50 feet Northeasterly from the center line survey of the State Highway; thence North 44° 02' West, along said parallel line 117.09 feet to a point, which point is the most Southerly point of lands conveyed by Norman F. Meyer and Ann E. Meyer to Mae R. Mather by deed dated August 6, 1953, and recorded August 13, 1953, in Volume 2459 of Official Records at Page 63; thence North 42° 30' East parallel with the Southeasterly line of O'Neill Avenue, to the point of beginning.

APN: 045-243-040

EXHIBIT B

ANNUAL REVIEW FORM

This Annual Review Form is submitted to the City of Belmont ("City") by _____ ("**Developer**") pursuant to the requirements of California Government Code Section 65865.1 and Section 28 of the Belmont City Code regarding Owner's good faith compliance with its obligations under the Development Agreement between the City and Developer having an Effective Date of _____, 20__ ("Development Agreement"). All terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement:

Annual Review Period: _____ to _____.

Describe in detail each Developer obligation included in the Development Agreement, including but not limited to those in Section 3.12, and describe in detail Developer compliance with each obligation.

Describe any extension as a result of enforced delay under Section 2.6 of the Development Agreement. Provide copies of any notices provided to the City under Section 2.6.

IN WITNESS WHEREOF, DEVELOPER has executed this Annual Review Form as of this _____ day of _____, 20__.

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Title: _____

ATTACHMENT 4

- Planning Commission Resolutions – March 4, 2025
- March 11, 2025 Zoning Administrator Staff Report

RESOLUTION NO. 2025-06

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THAT THE CITY COUNCIL REZONE 1397 EL CAMINO REAL (APN 045-243-040) AND APN 045-243-050 INTO THE ESTABLISHED (ADOPTED IN NOVEMBER 2023) S-3 CANNABIS RETAIL & DISTRIBUTION OVERLAY COMBINING DISTRICT ALONG SOUTH EL CAMINO REAL

WHEREAS, on November 28, 2023, the Belmont City Council adopted Ordinance 2023-1173 regarding Belmont Zoning Ordinance ("BZO") Amendments to establish Cannabis Retail & Distribution Zoning Regulations for properties should they rezone into the area along South El Camino Real from O'Neill Avenue to the San Carlos Border. The BZO modifications included text amendments to BZO Section 3 to list a new combining district; BZO Section 9 to define cannabis retail and distribution as a permitted use in the subject overlay combining district; BZO Section 10 (Planning Procedures) regarding Zoning Administrator (ZA) review authority of a conditional use permit for the proposed uses; and establishing the S-3 Cannabis Retail and Distribution Overlay District in Section 21 (Combining Districts) to provide regulations for cannabis uses should properties be rezoned to the S-3 Overlay District; and,

WHEREAS, the City Council certified a programmatic Environmental Impact Report (EIR) for the Belmont 2035 General Plan, Phase 1 Zoning, Belmont Village Specific Plan & Zoning, and Climate Action Plan projects under Section 15168 of the CEQA Guidelines in November 2017, and an addendum to the EIR for that project ("BZO" Amendments) was approved in November 2023 in conjunction with the adopted BZO Amendments. The scope of the current project (Rezone of the subject properties at 1397 El Camino Real and Assessor's Parcel Number 045-243-050 into the S-3 Overlay District) would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR). The November 2023 Addendum is appropriate and can continue to serve as the environmental assessment for the proposed Rezoning of the subject properties (1397 El Camino Real and Assessor's Parcel Number 045-243-050) into the established S-3 Cannabis Retail and Distribution Overlay Combining District. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required; and,

WHEREAS, on March 4, 2025, the Planning Commission, following notification in the prescribed manner, conducted a public hearing, at which time the Commission considered public testimony and a staff report on the subject Rezoning of the subject properties (1397 El Camino Real and Assessor's Parcel Number 045-243-050) into the established S-3 Cannabis Retail & Distribution Overlay Combining District along South El Camino Real; and,

WHEREAS, after reviewing all the relevant evidence before the Planning Commission, including the information provided in the staff report and enclosures to the Planning Commission, the public meeting, public correspondence and testimony received, the Planning Commission incorporates herein by reference and adopts the analysis in the staff report to the Planning Commission dated March 4, 2025 as its own findings of fact under Belmont Zoning Ordinance (BZO) Section 16.1.2 – "Zoning Amendment Process " related to the Rezoning action for the subject properties; and,

WHEREAS, the Planning Commission, after consideration of all testimony and reports, determined that the proposed Rezoning of the subject properties (1397 El Camino Real and Assessor's Parcel Number 045-243-050) into the established S-3 Cannabis Retail & Distribution Overlay Combining District along South El Camino Real as identified in the staff report, together with any recommended modifications to the project provided by the Commission, is consistent with the objectives of the Belmont Village Specific Plan and Belmont General Plan as described in BZO Section 16.1.2(b) - Findings.

NOW, THEREFORE, the Planning Commission of the City of Belmont resolves as follows:

SECTION 1. FINDINGS

The Planning Commission finds that the proposed rezoning is consistent with the objectives of the Zoning Plan, any applicable specific plan, and the General Plan.

The site has a Village Corridor Mixed Use (VCMU) designation. The Belmont Village Specific Plan (BVSP) allows for the enhancement of mixed commercial business activities/uses within the BVSP. The Belmont General Plan (GP) Land Use Element and associated policies/actions allow for the consideration of commercial cannabis uses in appropriate commercial areas of the City. The General Plan indicates that these uses have the potential to contribute to economic growth, job creation, and tax revenue generation. The Belmont General Plan further considers allowing commercial cannabis uses in the South El Camino Real corridor (from O'Neill Avenue to the City's southern border with San Carlos). Said considerations for these use types included evaluating potential impacts, public health and safety, enhancing economic development, compatibility with other uses, and evolving public opinion and community norms.

Ancillary General Plan Land Use Element policies/actions allowed for the exploration of commercial cannabis businesses as a conditional use within the South El Camino Real corridor (from O'Neill Avenue to the southern border of San Carlos). Additional policies/actions allowed for the creation of the Commercial Cannabis Retail & Distribution Overlay District to which property is proposed to be rezoned in order to regulate commercial cannabis land uses. These policies/actions mandate separation requirements from sensitive uses like schools and parks in the District regulations. Furthermore, an additional policy/action required creation of licensing regulations that protect public health and safety for owners and operators of commercial cannabis businesses that do not run with the land and must regulate owner and operator qualifications, business operating requirements, security standards, compliance, and renewal. Finally, an additional policy/action required the City to ensure that commercial cannabis uses, if allowed, contribute appropriately to economic growth, job creation, and revenue generation via establishing a taxation system for cannabis businesses.

The proposed Rezoning for the subject property/business would occur in an area where all public services and facilities are available to the properties eligible for inclusion in the established S-3 District. The eligible property is not located in environmentally-sensitive area and is already developed with existing commercial uses/structures.

SECTION 2. The Planning Commission recommends that the City Council Rezone the subject properties (1397 El Camino Real and Assessor's Parcel Number 045-243-050) into the established S-3 Cannabis Retail & Distribution Overlay Combining District along South El Camino Real as described in Exhibit A to this Resolution, dated March 4, 2025 and inclusive of any modifications recommended by the Commission and provided as part of the public record.

* * * * * * * * * * * * * *

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on March 4, 2025 by the following vote:

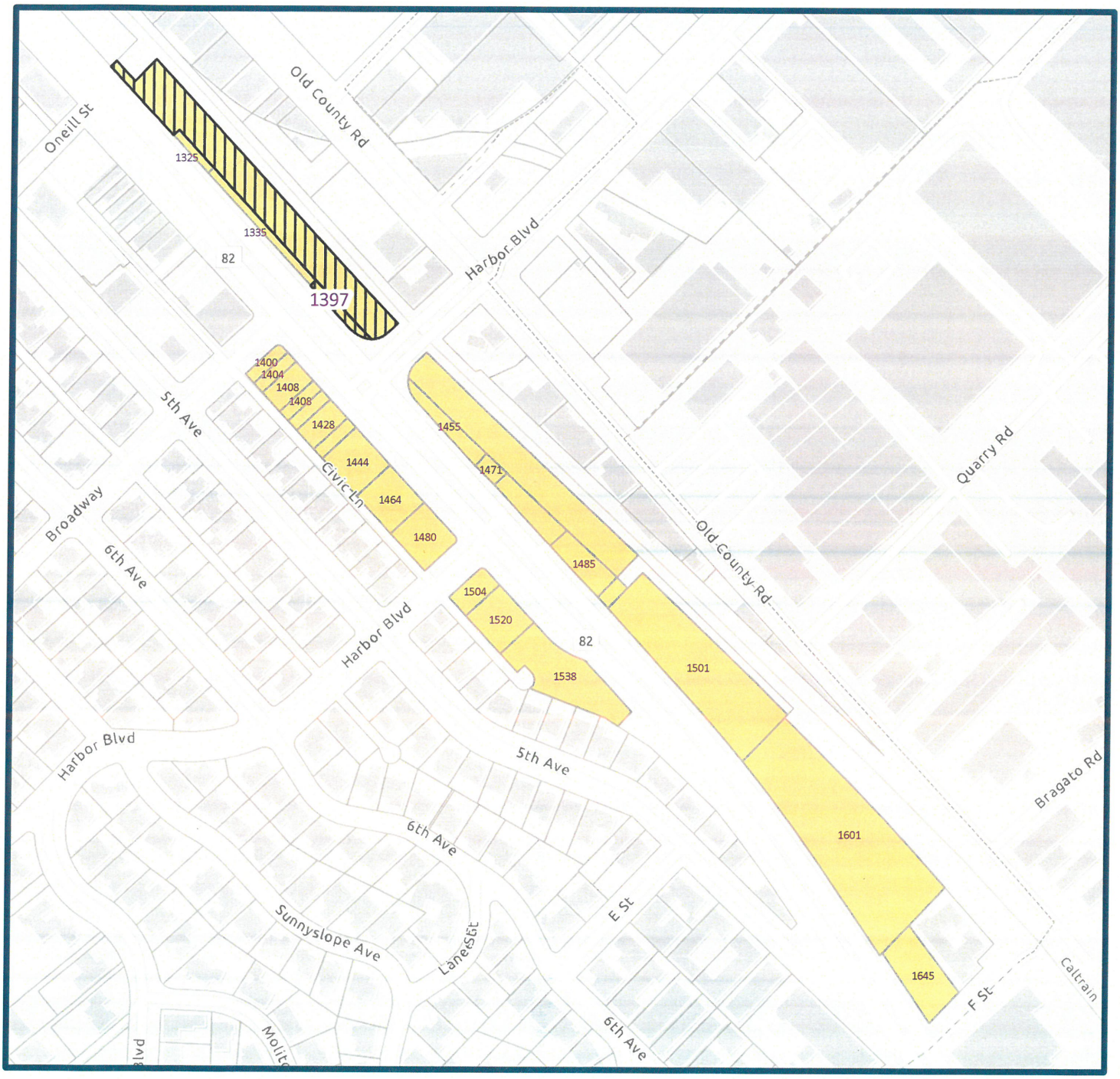
AYES,
COMMISSIONERS: Twigg, Adamkewicz, Majeski, Kulich
NOES,
COMMISSIONERS: Kramer, Meier
ABSENT,
COMMISSIONERS: Jadallah
ABSTAIN,
COMMISSIONERS: None
RECUSED,
COMMISSIONERS: None

Carlos de Melo
Planning Commission Secretary

- EXHIBIT A -
REZONE INTO ESTABLISHED S-3 CANNABIS RETAIL/DISTRIBUTION OVERLAY DISTRICT

1397 El Camino Real

S-3 Overlay District



F

0 50 100 200 300 400 500 Feet

CITY OF BELMONT CALIFORNIA

RESOLUTION NO. 2025-07

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THAT THE CITY COUNCIL APPROVE A DEVELOPMENT AGREEMENT FOR A CANNABIS DISPENSARY BUSINESS AT 1397 EL CAMINO REAL (APN 045-243-040) AND ASSESSOR'S PARCEL NUMBER 045-243-050

WHEREAS, on November 28, 2023, the Belmont City Council adopted Ordinance 2023-1173 regarding Belmont Zoning Ordinance ("BZO") Amendments to establish Cannabis Retail & Distribution Zoning Regulations for properties should they rezone into the area along South El Camino Real from O'Neill Avenue to the San Carlos Border. The BZO modifications included text amendments to BZO Section 3 to list a new combining district; BZO Section 9 to define cannabis retail and distribution as a permitted use in the subject overlay combining district; BZO Section 10 (Planning Procedures) regarding Zoning Administrator (ZA) review authority of a conditional use permit for the proposed uses; and establishing the S-3 Cannabis Retail and Distribution Overlay District in Section 21 (Combining Districts) to provide regulations for cannabis uses should properties be rezoned to the S-3 Overlay District; and,

WHEREAS, the City Council certified a programmatic Environmental Impact Report (EIR) for the Belmont 2035 General Plan, Phase 1 Zoning, Belmont Village Specific Plan & Zoning, and Climate Action Plan projects under Section 15168 of the CEQA Guidelines in November 2017, and an addendum to the EIR for that project ("BZO" Amendments) was approved in November 2023 in conjunction with the adopted BZO Amendments. The scope of the current project (Development Agreement for the "Canna-Bel" Cannabis Dispensary Business for the subject property at 1397 El Camino Real and APN 045-243-050) would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR). The November 2023 Addendum is appropriate and can continue to serve as the environmental assessment for the proposed Development Agreement for the Canna-Bel Cannabis Dispensary Business. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required; and,

WHEREAS, on March 4, 2025, the Planning Commission, following notification in the prescribed manner, conducted a public meeting, at which meeting the Commission considered public testimony and a staff report on the subject Development Agreement for the "Canna-Bel" Cannabis Dispensary Business for the subject property (1397 El Camino Real and APN 045-243-050); and,

WHEREAS, after reviewing all the relevant evidence before the Planning Commission, including the information provided in the staff report and enclosures to the Planning Commission, the public meeting, public correspondence and testimony received, the Planning Commission incorporates herein by reference and adopts the analysis in the staff report to the Planning Commission dated March 4, 2025 as its own findings of fact under Belmont Zoning Ordinance (BZO) Section 28.7 – "Review By Planning Commission" related to the Development Agreement action for the subject property; and,

WHEREAS, the Planning Commission, after consideration of all testimony and reports, determined that the proposed Development Agreement for the "Canna-Bel" Cannabis Dispensary Business for the subject property (1397 El Camino Real) and Assessor's Parcel Number 045-243-

050 as described in the staff report, together with any recommended modifications to the project provided by the Commission, is consistent with the Development Agreement Findings as described in BZO Section 28.7(b) 1 & 2.

NOW, THEREFORE, the Planning Commission of the City of Belmont resolves as follows:

SECTION 1. FINDINGS

The Planning Commission finds that the proposed Development Agreement for the Canna-Bel Cannabis Retail Business is consistent with the Findings per BZO Section 28.7(b) as follows:

(1) The proposed development agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.

The site has a Village Corridor Mixed Use (VCMU) designation. The Belmont Village Specific Plan (BVSP) allows for the enhancement of mixed commercial business activities/uses within the BVSP. The General Plan (GP) Land Use Element and associated policies/actions allow for the consideration of commercial cannabis uses in appropriate commercial areas of the City. The General Plan indicates that these uses have the potential to contribute to economic growth, job creation, and tax revenue generation. The General Plan further considers allowing commercial cannabis uses in the South El Camino Real corridor (from O'Neill Avenue to the City's southern border with San Carlos). Said considerations for these use types included evaluating potential impacts, public health and safety, enhancing economic development, compatibility with other uses, and evolving public opinion and community norms.

Ancillary General Plan Land Use Element policies/actions allowed for the exploration of commercial cannabis businesses as a conditional use within the South El Camino Real corridor (from O'Neill Avenue to the southern border of San Carlos). Additional policies/actions allowed for the creation of the Commercial Cannabis Retail & Distribution Overlay District to which property is proposed to be rezoned in order to regulate commercial cannabis land uses. These policies/actions mandate separation requirements from sensitive uses like schools and parks in the District regulations. Furthermore, an additional policy/action required creation of licensing regulations that protect public health and safety for owners and operators of commercial cannabis businesses that do not run with the land and must regulate owner and operator qualifications, business operating requirements, security standards, compliance, and renewal. Finally, an additional policy/action required the City to ensure that commercial cannabis uses, if allowed, contribute appropriately to economic growth, job creation, and revenue generation via establishing a taxation system for cannabis businesses.

(2) The proposed development agreement is consistent with the zoning and other land use regulations applicable to the property.

The subject properties are proposed to be rezoned into the established S-3 Cannabis & Distribution Overlay Combining District concurrent with the application for a Development Agreement. As a condition of approval on the rezoning, the property owner would be required to obtain a Conditional Use Permit, Design Review Permit, Commercial Cannabis Permit, and Police Permit (Business Registration Certificate) prior to operation. With approval of these permits the proposed project and development agreement will be consistent with the zoning and other land use regulations applicable to the property. The proposed subject property/business would occur in an area where all public services and facilities are available to the properties eligible for inclusion in the established S-3 Overlay District. The eligible properties are not located in environmentally-sensitive areas and are already developed with existing commercial uses/structures or parking lots.

SECTION 2. The Planning Commission recommends that the City Council approve the Development Agreement for the "Canna-Bel" Cannabis Dispensary Business for the property at 1397 El Camino Real and APN 045-243-050.

* * * * * * * * * * * * * *

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on March 4, 2025 by the following vote:

AYES,
COMMISSIONERS: Twigg, Adamkewicz, Majeski, Kulich
NOES,
COMMISSIONERS: Kramer, Meier
ABSENT,
COMMISSIONERS: Jadallah
ABSTAIN,
COMMISSIONERS: None
RECUSED,
COMMISSIONERS: None

Carlos de Melo
Planning Commission Secretary

ZONING ADMINISTRATOR HEARING
MARCH 11, 2025
AGENDA ITEM NO. 3B

APPLICATION I.D.:	PA2024-0027
APPLICATION TYPE:	Conditional Use Permit and Design Review
LOCATION:	1397 El Camino Real & APN 045-243-050
APPLICANT:	Philip Lesser for Belmont A&E Green Solutions, Inc.
OWNER:	Cynthia Bechwati for Bechwati Properties, LLC.
APN:	045-243-040 & 050
ZONING:	Existing: Village Corridor Mixed Use (VCMU); Proposed Rezone into established S-3 Cannabis Retail & Distribution Overlay District
GENERAL PLAN DESIGNATION:	Village Corridor Mixed Use (VCMU)
CEQA DETERMINATION:	Consistent with the adopted Addendum to 2017 GP/BVSP Programmatic EIR per CEQA Guidelines Section 15162 & Categorical Exemption 15303 (New Construction or Conversion of Small Structures

PROJECT SUMMARY

The applicant is requesting a Conditional Use Permit (CUP) and Design Review for a proposed Cannabis Retail Dispensary Business ("Canna-Bel") for the subject property.

RECOMMENDATION

The Zoning Administrator will consider **adoption** of the Conditional Use Permit (CUP) and Design Review for the proposed "Canna-Bel" Cannabis Retail Dispensary Business for the subject property.[1]

SITE LOCATION

The project site is located on the 1300 Block of the east side of El Camino Real at the intersection of Harbor Boulevard (See Figure 1 on next page). Commercial uses, the Firehouse Square mixed-use (residential/commercial) development, mixed commercial uses, and single-family residences are located to the north and west on Fifth Avenue, Broadway Avenue, and O'Neill Avenue. Other commercial properties/uses are located south, and the Harbor Industrial Area is located east of the subject property.

[1] Please note: This recommendation is made in advance of public testimony or discussion of the project. At the public hearing, these two factors, in conjunction with the staff analysis, will be considered by the Zoning Administrator in rendering a decision on the project Conditional Use Permit & Design Review to the City Council.

Figure 1 – Vicinity Map



GENERAL PLAN DESIGNATION/CONSISTENCY

The site has a Village Corridor Mixed Use (VCMU) designation. The Belmont Village Specific Plan (BVSP) allows for the enhancement of mixed commercial business activities/uses within the BVSP. The Belmont General Plan (GP) Land Use Element and associated policies/actions allow for the consideration of commercial cannabis uses in appropriate commercial areas of the City. The GP indicates that these uses have the potential to contribute to economic growth, job creation, and tax revenue generation. The GP further considers allowing commercial cannabis uses in the South El Camino Real corridor (from O'Neill Avenue to the City's southern border with San Carlos). Said considerations for these use types included evaluating potential impacts, public health and safety, enhancing economic development, compatibility with other uses, and evolving public opinion and community norms.

Ancillary GP Land Use Element policies/actions allowed for the exploration of commercial cannabis businesses as a conditional use within the South El Camino Real corridor (from O'Neill Avenue to the southern border of San Carlos). Additional policies/actions allowed for the creation of the Commercial Cannabis Retail & Distribution Overlay District to which property is proposed to be rezoned in order to regulate commercial cannabis land uses. These policies/actions mandate separation requirements from sensitive uses like schools and parks in the District regulations. Furthermore, an additional policy/action required creation of licensing regulations that protect public health and safety for owners and operators of commercial cannabis businesses that do not run with the land and must regulate owner and operator qualifications, business operating requirements, security standards, compliance, and renewal. Finally, an additional policy/action required the City to ensure that commercial cannabis uses, if allowed, contribute appropriately to economic growth, job creation, and revenue generation via establishing a taxation system for cannabis businesses.

ZONING/CONSISTENCY

The property/project site is currently zoned Village Corridor Mixed Use (VCMU). Belmont Zoning Ordinance (BZO) Sections 9.10 and 9.10.1 define Cannabis Retail & Distribution as permitted uses in the subject S-3 Overlay District (South El Camino Real Area). These use types are disallowed in every other zoning district within the city.

S-3 Cannabis Retail/Distribution Overlay Combining Zone

As discussed above and as per Belmont Zoning Ordinance (BZO) Section 21.4.2 (S-3 Cannabis Retail and Distribution Combining District), this combining district comprises the boundaries of that certain area situated within Belmont along South El Camino Real (from O'Neill Avenue on the north to F Street and the San Carlos border to the south). The Belmont Zoning Map would be amended to include the S-3 District overlay designation for any applicable property should it be rezoned to the S-3 District within the established boundary area. The subject properties at 1397 El Camino Real & APN 045-243-050 are located within this established (November 2023) overlay area and are eligible for rezoning into this district – see Attachment 3 to this report. The S-3 Overlay District was created previously and a component of this application is to apply that overlay district to these particular sites.

BACKGROUND/POLICY ANALYSIS

At the City Council's Strategic Priorities Workshop in March 2023, staff reviewed a range of initiatives under consideration and future action centering on the City's strategic focus areas (Infrastructure & Mobility, Economic Development & Housing, Fiscal & Organizational Stability, Public Safety, and Quality of Life). During the course of Council discussion on these topic areas, the Council reiterated a commitment to maximizing existing sources of revenue and identifying new revenue sources to maintain financial stability for the City. The Council further indicated interest in continued exploration of potential Cannabis use regulations within reason, and in appropriate locations in the City.

At their July 25, 2023 meeting, the City Council considered and provided staff direction to explore a modified Overlay Zoning approach for Cannabis Retail & Distribution uses within the City limiting the area of eligibility for potential cannabis uses to properties along south El Camino Real between O'Neill Avenue and the San Carlos border.

As a follow up to the July 2023 Council discussion/direction, and previous Cannabis use proposals, modified Belmont 2035 General Plan and Zoning Ordinance (BZO) Amendments were presented to the Planning Commission & City Council in October & November 2023 (and adopted) that centered on the following:

1. 2035 General Plan Land Use Element Policy/Goal amendments regarding the South El Camino Real Overlay Zoning/Boundary area.

2. Belmont Zoning Ordinance (BZO) modifications: (1) for the new combining district; (2) defining Cannabis Retail & Distribution as conditionally permitted uses in the subject overlay combining district; and (3) the review authority of a Conditional Use Permit and Design Review for the proposed uses.

3. Belmont Zoning Ordinance (BZO) modifications that established the S-3 Cannabis Retail & Distribution Overlay District and provided regulations for cannabis uses should properties be rezoned to the S-3 Overlay District. As noted earlier, the established overlay zoning area is located along both east & west side fronting properties on South El Camino Real (ECR) from O'Neill Avenue to the southern border of San Carlos. The subject regulations also included the following:

    - Cannabis Retail & Distribution Definitions
    - Zoning Administrator Review Authority
    - Use Permit Requirements
    - Development Regulations
    - Performance Standards

The adopted (November 2023) Development Regulations and Performance Standards are detailed on Page 6 of this report and are a component of the Conditional Use Permit analysis for the proposed Canna-Bel Retail Cannabis Dispensary Business for the subject property.

- As detailed in the adopted Cannabis Land Use Amendments in November 2023, a maximum of up to two commercial retail cannabis use permits could be allowed, and a maximum of one cannabis distribution use permits could be allowed within the established S-3 District, as lawfully permitted via the adopted Cannabis Regulatory Ordinance, and a Use Permit/Design Review process.

- At the Council's February 11, 2025 meeting where they reviewed Cannabis Business Community Benefits Structure/Parameters, they reaffirmed the allowance of up to two Cannabis Retail Businesses to seek rezoning/development agreement approvals within the South El Camino Real Overlay Zoning District. At that meeting, the City Council also directed staff to move forward with reviewing both cannabis retail applications (1538 and 1397 El Camino Real) in order to diversify the City's portfolio and provide for some contingency if one operator is ultimately not viable. Given the City's constrained tax revenue streams, it is essential to optimize revenue generation from this key source to support fiscal sustainability and economic growth to support the community's service needs.

- Currently, only a handful of cities in San Mateo County allow for retail cannabis operators which means that the local market is not yet saturated. However, there are a lot of uncertainties in the retail cannabis market and not every business that launches is ultimately successful. Staff had extensive discussions with other local communities that have operating retail cannabis storefronts and have learned that while some cannabis retailers are very successful, others are struggling or have closed. In addition, staff in other cities have said they could not have predicted in advance which businesses would ultimately end up being successful. Certain business models and retail styles may resonate better with different segments of the community.

- At the March 4, 2025 Planning Commission Hearing, the Commission reviewed the proposed Rezone of the subject property (1397 El Camino Real & APN 045-243-050) into the established (November 2023) S-3 Cannabis Retail/Distribution Overlay Zone along South El Camino Real, and the Development Agreement (DA) Terms for the project. At the conclusion of their discussion/deliberation, the Commission voted 4-2 to recommend the City Council approve the Rezone and Development Agreement.

Retail cannabis uses have the potential to bring additional people to downtown/commercial and mixed use areas during both the daytime and early evening hours. As noted earlier, establishment of these new uses require approval of a Conditional Use Permit (CUP) to address potential light, glare, noise, traffic, and parking issues, and to ensure that these projects conform to specific development standards related to total number of permitted dispensaries, distance between dispensaries from schools, parks, and daycare facilities, hours of operation, customer management, and odor.

The Police Department (PD) review centers on the operational/safety plan, security plan, and state licensing to ensure that this use will operate in accordance with all applicable laws (i.e., use of products on site or in public places would be prohibited, security personnel would be required to prevent sales to minors and loitering, cannabis products and graphics representing cannabis products may not be visible from the exterior of the facility, and products must be stored and sold from inside a completely enclosed building). Final review and completion of the operational/safety/security plan for the Canna-Bel Retail Cannabis Business will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business.

The Canna-Bel Business application was preliminarily checked and cleared by the Police Department (PD). Their security plan was evaluated by the PD, and meetings were completed with the applicants to ensure the security plan met all of the requirements described in the city ordinance. The Canna-Bel Security Plan has been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property.

PROJECT/SITE DESCRIPTION

As noted earlier, the Canna-Bel dispensary will be located at 1397 El Camino Real, at the site of the current Sumac restaurant. The property is a stand-alone commercial building at the corner of El Camino Real and the east-bound leg of Harbor Boulevard that backs up to the Caltrain railroad tracks. The property/project site includes a portion of APN 045-243-050 that will serve as off-street parking for the business. The proposed Canna-Bel Operator has secured a lease agreement with the property owner of APN 045-243-050 (Caltrain) to utilize this parking lot. Access to the property is provided via an entry/exit driveway on El Camino Real.

The existing Sumac restaurant commercial space is approximately 1,100 square feet. See Project Plans – Attachment 5. The applicant proposes minor interior (for the building) and exterior (for the property) tenant improvements (TI) that consist of the following:

- New interior building partition walls, lighting, HVAC system, and an ADA accessible bathroom.
- Exterior building finish material enhancements (brick face).
- New wrought-iron fencing/gate with security enhancements and exterior building signage.
- New landscaping along both the south Harbor Boulevard frontage, and northern property frontage; the proposed landscaping consists of a combination of new tree and shrub plantings.
- An existing patio along the El Camino Real frontage will be removed.

ENVIRONMENTAL ASSESSMENT

The proposed Conditional Use Permit (CUP), and Design Review for the Canna-Bel Cannabis Retail Business is subject to the California Environmental Quality Act ("CEQA"), in particular CEQA Guidelines Section 15162. The City previously prepared and adopted (November 2023) an Addendum to the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR) that is appropriate and can continue to serve as the environmental assessment for the Conditional Use Permit and Design Review. The scope of the current project (Conditional Use Permit and Design Review for the subject Canna-Bel Cannabis Retail Business for the subject property at 1397 El Camino Real & APN 045-243-050) would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required.

The proposed Conditional Use Permit (CUP) and Design Review for the subject property/business would occur in an area where all public services and facilities are available to the properties eligible for inclusion in the established S-3 District. The subject property is not located in environmentally-sensitive area and is already developed with existing commercial uses/structures. In addition, the project is also Categorically Exempt as per the CEQA Guidelines/Statutes - Section 15303 (New Construction or Conversion of Small Structures).

NEIGHBORHOOD OUTREACH

Neighborhood outreach is required in conjunction with Discretionary Review applications. Attached is the Canna-Bel Business notice for their May 2024 Outreach event, and public correspondence received since the required February & March 2025 project noticing for the 3/4/25 Planning Commission Hearing and scheduled 3/11/25 Zoning Administrator Hearing (See Attachment 8). In addition, the applicant has provided a compilation of 13 letters of support from the business community for their proposed Cannabis Retail Business for the subject property. As such, Neighborhood Outreach requirements appear to have been met.

PROJECT ENTITLEMENTS – CONDITIONAL USE PERMIT & DESIGN REVIEW

As per Belmont Zoning Ordinance (BZO) Sections 10.7.3 and 21.4.1.b(2), the Zoning Administrator is the Reviewing Authority for the Cannabis Retail Conditional Use Permit application. Design Review analysis as per BZO Section 13 is required for any new building or exterior building alteration to ensure projects are consistent with established requirements for building design, signage, and landscaping.

Development Regulations & Performance Standards Review

As per BZO Section 21.4.1(c) & (d), and in conjunction with the Conditional Use Permit for the proposed Canna-Bel Retail Cannabis Business, an assessment on the consistency and compliance with the adopted (November 2023) Cannabis Use *Development Regulations* and *Performance Standards* is required. Below is an analysis of those BZO regulations and standards.

Development Regulations

(1) The use may only be established and operate inside a completely enclosed building.

The proposed Canna-Bel Retail Cannabis Business is designed, required, and conditioned to operate completely within the building. This regulation has been met.

(2) The location of a Cannabis Retail or Cannabis Distribution use when initially established must comply with the following:

(A) The use must be at least 600 feet from a school or other Cannabis Retail or Cannabis Distribution use and at least 100 feet from parks and actively operated child day care centers.

The proposed Canna-Bel Retail Cannabis Business (at 1397 El Camino Real) is located further than 600 feet from any school or other proposed Cannabis Retail Business (NUG at 1538 El Camino Real). The Canna-Bel Business is also located further than 100 feet from any park or actively operated child day care center. See Attachment 7 for the 600 & 100 foot proximity analysis based on the above required factors. This regulation has been met.

(B) The distances in subparagraph (A) are measured from the building containing the Cannabis Retail or Cannabis Distribution use by the length of the shortest path of travel over which the general public has a right to travel to the boundary of a property containing the incompatible use.

See Attachment 7 which outlines the required 600/100 foot distances and Canna-Bel Business compliance with this regulation.

(C) The public entrance to the Cannabis Retail or Cannabis Distribution use may not be located immediately adjacent to a youth-oriented business on the same frontage as the entrance.

The proposed Canna-Bel Retail Cannabis Business is not located adjacent to or near a youth-oriented business. This regulation has been met.

(3) The site and building must be suitably designed to be secure.

As noted earlier in this report, the Canna-Bel Business application was preliminarily checked and cleared by the Police Department (PD). Their security plan was evaluated by the PD to ensure the plan met all of the requirements described in the city ordinance. The Canna-Bel Security Plan has been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval has also been required regarding compliance with this development regulation.

Performance Standards

(1) State Licensing. The use must fully comply with all applicable operational rules and regulations governing commercial cannabis activity in Business & Professions Code Division 10.

The Police Department will contribute to the compliance analysis of this Performance Standard. A condition of approval been also required regarding adherence to this performance standard.

(2) Hours of Operation. A use may be open and operate only between the hours of 9:00 a.m. and 9:00 p.m.

The Canna-Bel Retail Cannabis Business will only be allowed to be open during the aforementioned operating hours. A condition of approval has been included to require compliance with this performance standard.

(3) Consumption. Consumption of cannabis on the premise must not be allowed.

A condition of approval has been included to require compliance with this performance standard.

(4) Smoking. Smoking or vaping of any kind on premises must not be allowed.

A condition of approval has been included to require compliance with this performance standard.

(5) Odor. Cannabis odor must not be detectible outside the building from any place accessible to the public or from adjoining private property.

The new HVAC system for the proposed Canna-Bel Retail Cannabis Business building at 1397 El Camino Real will replace the existing system and be in full compliance with California Building Codes as well as the Rules and Regulations of the California Department of Cannabis. As such, there is not an expectation of cannabis odor emanating from the (remodeled) building. In addition, no cannabis will be permitted to be consumed in or around the premises by smoking or vaping. A condition of approval has also been included to require compliance with this performance standard.

(6) Public services. Operation of the business must not place a burden on the provision of public services disproportionate to other retail uses.

The Police Department (PD) has completed a preliminary review of the proposed Canna-Bel operational/safety/security plan. Final review, completion, and approval of the aforementioned Canna-Bel Retail Cannabis Business plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. The proposed retail cannabis business is not expected to create a disproportionate public service burden in comparison to other commercial retail uses within the community.

(7) Exterior Security Lighting. Adequate external lighting must be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with minimal spillover on adjacent properties. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.

As noted earlier, the Canna-Bel Business application was preliminarily checked and cleared by the Police Department (PD). Both of their security and lighting plans were evaluated by the PD to ensure these plans met all of the requirements described in the city ordinance. The Canna-Bel Security & Lighting Plans have been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval has also been required regarding compliance with this performance standard.

(8) Security. On-site security must be provided for Cannabis Retail or Cannabis Distribution uses during the hours of operation when clients are present.

The Canna-Bel Security Plan was preliminarily checked and has been conditionally approved by the Police Department (PD), pending a compliance check when the installation and construction has been completed for the building/property. Their security plan was evaluated by the PD to ensure the plan meets all of the requirements described in the city ordinance.

(9) Commercial Cannabis Permit. The use must fully comply with all applicable local permit rules and regulations governing commercial cannabis activity, including operational permit requirements and conditions and approved operational plans under any other city ordinance or code.

The Canna-Bel Retail Cannabis Business is required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. A condition of approval has also been included to require compliance with this performance standard.

(10) In the event of a conflict between the requirements of the use permit and the requirements of a local operations permit issued by the police department, the more restrictive performance requirements apply.

A condition of approval has been included to require compliance with this performance standard.

Findings For Conditional Use Permit & Design Review

Required CUP Findings as per Belmont Zoning Ordinance (BZO) Section 10.7.3(a)

Findings. The Zoning Administrator may grant a Use Permit only if it finds the proposed use is in accordance with the provisions of the General Plan and this Ordinance and that the following conditions have been met. The Zoning Administrator must deny the application for a Use Permit if it is unable to make the findings.

(1) The location of the proposed use is compatible to other land uses in the general neighborhood area and does not place an undue burden on existing transportation, utilities and service facilities in the vicinity.

The proposed Canna-Bel Retail Cannabis Business use would be located in the Belmont Village area, in proximity to main city arterials and mass public transportation options (bus and rail). The project site is currently developed with a restaurant building that is currently served by all required utilities. A remodel of the building is proposed to accommodate the proposed Cannabis Retail Business. No upgrades or extension of transportation or utility facilities would be required for the project. The project is not required to provide outdoor recreational space. Representatives from the City's Police Department and Fire District have not identified any service concerns for the project.

A site circulation evaluation has been conducted by city staff. The project will refurbish and stripe an existing parking lot (currently owned by Caltrain and under lease agreement for use by the Canna-Bel business. Conditions of approval have been required to address any gate closure/access, parking, or safety impacts from the project. Parking for staff will be addressed within this parking lot.

Based on the foregoing, the location of the proposed project would not place an undue burden on parking, traffic circulation, or utilities serving the neighborhood, and would be compatible with surrounding uses in the established (November 2023) S-3 Cannabis Retail/Distribution Overlay District along South El Camino Real. This Finding is affirmed.

(2) The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this Ordinance.

No expansion of the building is proposed; a remodel of the existing restaurant to a Retail Cannabis Business use is proposed. Compliant accessible parking would be provided, and the project would meet its parking requirement (1 space for each 250 square feet of space) for retail commercial uses in the BZO; the proposed parking lot/restriping modifications for site will result in 13 spaces for the property. Building lighting would be upgraded to meet current city standards. Thus, the project site is of sufficient size to accommodate the proposed use. This Finding is affirmed.

(3) The site will be served by streets of capacity sufficient to carry the traffic generated by the proposed use.

El Camino Real and Harbor Boulevard, which intersect at the proposed Canna-Bel Retail Cannabis Business property at 1397 El Camino Real, have sufficient capacity to carry the traffic generated by the proposed use. This Finding is affirmed.

(4) The proposed use, if it complies with all conditions upon which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the City.

As proposed and conditioned, no significant noise, lighting, parking, traffic or circulation impacts are anticipated from the project. All relevant City departments have reviewed the proposal and/or provided conditions of approval that should ensure that the proposed use will not adversely affect the general welfare of the City. Conditions of approval have been included that would require conformance with the California Building Code. The Canna-Bel Retail Cannabis Business is also required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. Therefore, as proposed and with incorporation of and adherence to the conditions of approval, this Finding is affirmed.

Required CUP Supplemental Findings as per Belmont Zoning Ordinance (BZO) 21.4.1(b)(3)

(A) The establishment of the proposed use complies with the applicable development regulations.

The proposed Canna-Bel Retail Cannabis Business has been evaluated in conjunction with the adopted BZO Section 21.4.1(c) Development Regulations. The proposed project either already complies with these established regulations or has been conditioned to comply. This Finding is affirmed.

(B) For a Cannabis Retail Use Permit, there are no more than two lawfully approved Cannabis Retail uses and approval of the use permit will not result in more than two Cannabis Retail uses in the S-3 District.

There is one other Retail Cannabis Business proposed within the established (November 2023) S-3 South El Camino Real Retail/Distribution Cannabis Overlay District. Approval of the Canna-Bel Retail Cannabis Business Use will not result in more than two Cannabis Retail Uses in the S-3 District. This Finding is affirmed.

(C) For a Cannabis Distribution Use Permit, there is no more than one lawfully approved Cannabis Distribution use and approval of the use permit will not result in more than one Cannabis Distribution use in the S-3 District.

Both proposed Cannabis Businesses (at 1397 and 1538 El Camino Real) are retail based. No Cannabis Distribution Uses are currently proposed in the established S-3 District. This Finding is affirmed.

(D) The use permit conditions require the use to comply with the performance standards in subsection (d) unless a modification is expressly approved by the permit.

The project (a proposed Retail Cannabis Business at 1397 El Camino Real) currently complies with or is conditioned to comply with the adopted (November 2023) BZO Section 21.4.1(d) Performance Standards. This Finding is affirmed.

(E) The Police Department has reviewed and approved security and operations plans for the use at the proposed facility.

As noted earlier, the Police Department (PD) has completed a preliminary review of the proposed Canna-Bel security/operational plans. The Canna-Bel Business application was also preliminarily

checked and cleared by the Police Department (PD). Their operational and security plans were evaluated by the PD to ensure these plans meet all of the requirements described in the city ordinance. The Canna-Bel Security and Operational Plans have been conditionally approved. Final review, completion, and approval of the Canna-Bel Retail Cannabis Business Security/Operational plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. A Condition of Approval has also been added regarding compliance with these requirements. This Finding is affirmed.

DESIGN REVIEW

The project is required to be evaluated based on Belmont Zoning Ordinance (BZO) Section 13.4.1 – Design Review. The proposed project – a new Retail Cannabis Business use (Canna-Bel) for the subject property at 1397 El Camino Real & APN 045-243-050 is in compliance with the BZO Section 13.4.1 requirements.

As indicated earlier, the project includes minor interior building improvements (to the current Sumac Restaurant building) that will consist of new interior building partition walls, lighting, and a new HVAC system and ADA accessible bathroom. Exterior building finish (beige/brown brick face color) material enhancements are also proposed as well as a new black wrought-iron fencing/gate with security enhancements. New landscaping for both the south Harbor Boulevard frontage, and northern property frontage is included in the Canna-Bel Design proposal. The proposed landscaping will consist of a combination of new tree and shrub plantings. An existing patio along the El Camino Real frontage will also be removed. The project also includes restriping enhancements to the rear (eastern) parking lot that will serve the Cannabis Retail business.

The new signage will consist of a combination of "Canna-Bel" individual letter and logo elements in a gold color. The new signage is proposed to be installed within the entry gate and remodeled exterior front façade of the building. The new signage will be viewable from the El Camino Real property frontage. The proposed improvements do not include the use of extreme colors.

The Zoning Administrator can consider approval of the project Design Review for the Canna-Bel Retail Cannabis Business for the subject property (1397 El Camino Real & APN 045-243-050).

CONCLUSION AND RECOMMENDATION

Based on the foregoing analysis the Zoning Administrator will consider approval of a Conditional Use Permit (CUP) and Design Review for the proposed Cannabis Retail Dispensary Business ("Canna-Bel") at 1397 El Camino Real & APN 045-243-050.

Attachments

1. 300/500 Foot Property Radius Map
2. Conditions of Approval
3. Established S-3 Cannabis Retail/Distribution Overlay District Map & Proposed Rezone (South El Camino Real Area)
4. November 2023 EIR Addendum, Exhibits, and CEQA Categorical Exemption Section 15303
5. Project Plans
6. Canna-Bel Operational & Security Plan
7. 600 Foot Buffer Map & 600/100-foot Proximity Aerials
8. Neighborhood Outreach Materials

Respectfully submitted,

Carlos de Melo
Community Development Director/Zoning Administrator

CC: Applicant/Owners

Attachment 5 & Exhibits
CEQA ADDENDUM
Cannabis Regulations Ordinance

Background

Environmental Review

The Belmont City Council certified a Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action Plan (CAP) on October 24, 2017 (the "General Plan EIR" - SCH #2016082075). The Council made the required California Environmental Quality Act (CEQA) findings, and adopted a Mitigation Monitoring and Reporting Program (MMRP) and a statement of overriding consideration for the project on November 14, 2017.

In accordance with CEQA Guideline Section 15162, if the lead agency reviewing a subsequent project finds that no new effects could occur or no new mitigation measures would be required compared to what was outlined in the EIR, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required.

Development Project

Commercial Cannabis Overlay Zone Amendments: The project considers Land Use Element Amendments to the 2035 General Plan that would potentially allow for Commercial Cannabis Land Uses in the South El Camino Real area of the City; and Zoning Ordinance ("BZO") Amendments to establish potential Cannabis Retail & Distribution (S-3) Zoning Regulations should a property rezone to the S-3 District along South El Camino Real. The specific regulations for sale and distribution of cannabis products are described in greater detail below. The draft General Plan and Ordinance Amendments are included as attachments to the November 14, 2023 City Council Staff Report. These Amendments include the following modifications:

1. Modifications to the narrative section of the 2035 General Plan Land Use Element related to El Camino Real; and adding policies to Goal 2.6 and Goal 2.17. See Attachment 1 – Proposed General Plan Amendments Resolution and Exhibit (Attachment 3) which describes the South El Camino Real boundary area.
2. Modifications to Belmont Zoning Ordinance (BZO) Section 3 to list the new combining district; BZO Section 9 to define Cannabis Retail & Distribution as a permitted use in the subject overlay combining district; and BZO Section 10 (Planning Procedures) regarding Zoning Administrator (ZA) review authority of a Use Permit for the proposed uses.
3. Establishing S-3 Cannabis Retail & Distribution Overlay District in Section 21 (Combining Districts) to provide regulations for cannabis uses should properties be rezoned to the S-3 Overlay District. This potential overlay zoning area is located along both east & west side fronting properties on South El Camino Real (ECR) from O'Neill Avenue to the southern border (of San Carlos) – see Attachment 2 (Zoning Amendments Ordinance) and Exhibit (Attachment 3) which describes the South El Camino Real boundary area. The regulations include:

    - Cannabis Retail & Distribution Definitions
    - Zoning Administrator Review Authority
    - Use Permit Requirements
    - Development Regulations

- Performance Standards

4. The proposed Cannabis Use ***Development Regulations*** include the following:

(1) The use may only be established and operate inside a completely enclosed building.

(2) The location of a Cannabis Retail or Cannabis Distribution use when initially established must comply with the following:

(A) The use must be at least 600 feet from a school or other Cannabis Retail or Cannabis Distribution use and at least 100 feet from parks and actively operated child day care centers.

(B) The distances in subparagraph (A) are measured from the building containing the Cannabis Retail or Cannabis Distribution use by the length of the shortest path of travel over which the general public has a right to travel to the boundary of a property containing the incompatible use.

(C) The public entrance to the Cannabis Retail or Cannabis Distribution use may not be located immediately adjacent to a youth-oriented business on the same frontage as the entrance.

(3) The site and building must be suitably designed to be secure.

6. The proposed Cannabis Use ***Performance Standards*** include the following:

(1) State Licensing. The use must fully comply with all applicable operational rules and regulations governing commercial cannabis activity in Business & Professions Code Division 10.

(2) Hours of Operation. A use may be open and operate only between the hours of 9:00 a.m. and 9:00 p.m.

(3) Consumption. Consumption of cannabis on the premise must not be allowed.

(4) Smoking. Smoking or vaping of any kind on premises must not be allowed.

(5) Odor. Cannabis odor must not be detectible outside the building from any place accessible to the public or from adjoining private property.

(6) Public services. Operation of the business must not place a burden on the provision of public services disproportionate to other retail uses.

(7) Exterior Security Lighting. Adequate external lighting must be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with minimal spillover on adjacent properties. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.

(8) Security. On-site security must be provided for Cannabis Retail or Cannabis Distribution uses during the hours of operation when clients are present.

(9) Commercial Cannabis Permit. The use must fully comply with all applicable local permit rules and regulations governing commercial cannabis activity, including operational permit requirements and conditions and approved operational plans under any other city ordinance or code.

(10) In the event of a conflict between the requirements of the use permit and the requirements of a local operations permit issued by the police department, the more restrictive performance requirements apply.

A maximum of up to two (2) commercial retail cannabis use permits are allowed, and a maximum of one (1) cannabis distribution use permits are allowed, as lawfully permitted via the Cannabis Regulatory Ordinance, and Zoning Administrator Use Permit review process.

Purpose of the Addendum

The purpose of this Addendum is to evaluate whether the proposed development project would result in any new or substantially greater significant effects or require any new mitigation measures not identified in the General Plan EIR.

This Addendum has been prepared with consideration of the previously certified FEIR, which is incorporated by reference under CEQA Guidelines, Section 15150. The FEIR is available for review at the Community Development Department, Belmont City Hall, One Twin Pines Lane, Suite #310, Belmont, CA 94002. The Executive Summary Table of the General Plan EIR and the MMRP adopted for the project are included as exhibits to this addendum.

CEQA Authority for the Addendum

The CEQA Guidelines establish the type of environmental documentation that is required when changes to a project occur after an EIR has been adopted. Section 15164(a) states:

"*The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*"

When the lead agency has previously adopted an EIR, no new EIR need be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following, per Section 15162 of the CEQA Guidelines:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

A. *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

B. *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*

C. *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

D. *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

Project Evaluation

General Plan / BVSP Buildout

The General Plan EIR considered all potential environmental impacts under an assumed maximum buildout for the City and the BVSP Area in 2035. Since the adoption of the General Plan EIR, there have been no major commercial development projects approved within the BVSP Area, or within the City at large. The table below provides the maximum BVSP buildout identified in the GP EIR, and the approved commercial development to date.

Table 1- BVSP Buildout & Commercial Development Projects

	2013 Year	2035 Year	Growth	Remaining
Jobs	1,440	2,450	30	975
Non-Residential sq. ft.	679,000	1,044,000	5,102	359,698

As provided in Table 1 above, there are still numerous jobs, and non-residential floor area within the remaining development limits of the BVSP project area. It should be noted that the potential subject overlay district area (South El Camino Real) is generally already developed with existing commercial uses/structures. No development is proposed in conjunction with the proposed General Plan/Zoning Amendments Project. Individual Cannabis Retail or Distribution operators would be subject to CEQA clearance for the subject properties intended for operation.

Development Project Impacts

The General Plan EIR identifies: 1) the potential impacts of the buildout of the General Plan; and 2) the General Plan, BVSP, CAP policies that would reduce or mitigate project impacts. As such, development projects are considered to be within the scope of the project covered by the General Plan Program EIR when they are found consistent with these relevant General Plan, BVSP, and CAP policies designed to mitigate or reduce impacts; however, individual development projects also need to comply with mitigation measures identified in the adopted General Plan MMRP.

The proposed development project is evaluated for consistency with the adopted General Plan EIR and the MMRP, in the tables and discussion that follow on pages 5 through 38 of this document. The tables and discussion reference Table ES-3 of the General Plan EIR (see Exhibits), which provides an outline of the significant impacts of the General Plan, and the policies and mitigation

measures designed to reduce these impacts to the extent possible. The MMRP adopted for the General Plan EIR is also referenced (see Exhibits).

Table 2-Aesthtics

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.1-1	N/A	N/A	N/A
Impact 4.1-2	N/A	N/A	N/A
Impact 4.1-3	No	No	No
Impact 4.1-4	No	No	No

Aesthetics: There are no scenic vistas or scenic corridors in the overlay areas where the project would occur (Impacts 4.1-1 & 4.1-2). Individual development projects would be required to be consistent with all other objective development and design standards, street frontage standards, lighting standards (i.e., full cutoff lighting) and design standards identified in the DEIR and the BVSP to reduce aesthetic impacts to less than significant ((Impacts 4.1-3 & 4.1-4).

Table 3-Air Quality

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.2-1	No	No	No
Impact 4.2-2	No	No	No
Impact 4.2-3	No	No	No
Impact 4.2-4	No	No	No
Impact 4.2-5	No	No	No
Impact 4.2-6	No	No	No
Impact 4.2-7	No	No	No

Air Quality:

Air Quality Plans & Standards

The General Plan and BVSP would be consistent with the Bay Area Air Quality Management District (BAAQMD) regional air quality strategy (Impact 4.2-1). The General Plan EIR indicates that individual development projects have the potential for construction and operational emissions in excess of BAAQMD's project level thresholds; however, Mitigation Measures AQ-1 through AQ-4 would reduce construction related emissions, and Mitigation Measure AQ-5 would address operational-related emissions (see Exhibits). Thus, Individual Cannabis Retail or Distribution projects would be required to implement the following mitigation measures as conditions of project approval (Impacts 4.2-2 through 4.2-4).

Air Quality Mitigation Measures

Number	*Mitigation Measure*
AQ-1	**Require Tier 4 engines on Construction Equipment.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on an EPA-approved Tier 4 or newer engine. Exemptions can be made for specialized equipment where Tier 4 engines are not commercially available within 200 miles of the project site. The construction contract must identify these pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA- approved Tier 3 engine. ARB regulations will result in the percentage of Tier 4 engines increasing over the next several years.
AQ-2	**Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.
AQ-3	**Require Low-VOC Coatings during Construction.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.

Air Quality Mitigation Measures

Number	*Mitigation Measure*
AQ-4	**Require Fugitive Dust Best Management Practices.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and un-paved access roads) will be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite will be covered. • All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved will be completed as soon as

	possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used. Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the District will also be visible to ensure compliance.
AQ-5	**Promote Green Consumer Products.** For all projects developed within the Planning Area, developer(s) shall provide education for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors shall work with the City of Belmont to develop electronic correspondence to be distributed by email to new residential and commercial tenants that encourages the purchase of consumer products that generate lower than typical VOC emissions. Examples of green products may include low-VOC architectural coatings, cleaning supplies, and consumer products, as well as alternatively fueled landscaping equipment

Sensitive Receptors

The General Plan EIR indicates that the construction of individual development projects has the potential to expose sensitive receptors (residential uses, hospitals, schools, daycare centers, etc.) to toxic air contaminants (TACs). Thus, Mitigation Measure AQ-6, below, requires that all projects proposing development within 1,000 feet of existing sensitive receptors prepare a site-specific health risk assessment (HRA). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project-level thresholds, then additional mitigation would be unnecessary.

Air Quality Mitigation Measures

AQ-6	**Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment.** All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project-level thresholds, then additional mitigation would be un- necessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project- level thresholds, additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.

Individual Cannabis Retail or Distribution projects would be required to submit an HRA for the project that demonstrates compliance with BAAQMD project level thresholds. Thus, no new significant impacts would occur (Impact 4.2-5).

Carbon Monoxide

Traffic volumes under the General Plan and BVSP would not result in carbon monoxide (CO) concentrations in excess of the state or federal 1- or 8-hour CO standards. Consequently. CO concentrations in 2035 would be lower than under existing (2013) conditions, despite an increase in traffic volumes. This decrease is due to expected improvements in vehicle engine technology,

fuel efficiency, and turnover in older, more heavily polluting vehicles, which reduces exhaust emissions. Since predicted CO concentrations would not violate the NAAQS, the impact of traffic conditions on ambient CO levels in the Planning Area would be less than significant (Impact 4.2-6).

Objectionable Odors

Potential odor emitters during construction activities include diesel exhaust, asphalt paving, and the use of architectural coatings and solvents. Construction-related operations near existing receptors would be temporary, and construction activities would not be likely to result in nuisance odors that would violate BAAQMD Regulation 7. Given mandatory compliance with BAAQMD rules, no construction activities or materials are proposed that would create a significant level of objectionable odors. Accordingly, odor impacts would be less than significant (Impact 4.2-7).

Table 4 – Biological Resources

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.3-1	No	No	No
Impact 4.3-2	No	No	No
Impact 4.3-3	N/A	N/A	N/A
Impact 4.3-4	No	No	No
Impact 4.3-5	No	No	No
Impact 4.3-6	N/A	N/A	N/A

Biological Resources:

Habitat Modification & Protected Species

The potential overlay district zoned properties generally include previously developed properties; these properties are not located in any known sensitive habitat areas. No development is proposed in conjunction with the recommended General Plan/Zoning Amendments. Applications in sensitive habitat areas require submittal of a biological assessment, which identifies potential impacts to sensitive species, riparian habitats or wetlands on or near the project site, and appropriate mitigation measures (Impact 4.3-1 through 4.3-3 & 4.3-6).

Migratory Birds

Nesting migratory birds are protected under the Migratory Bird Treaty Act, and Section 3503 of the California Fish and Game Code. Should proposed project construction occur in close proximity to trees on adjacent sites, which may disturb nesting migratory birds, significant impacts to migratory birds would not occur with adherence to the following measure:

"If tree removal or ground disturbance activities are scheduled to commence during the breeding season (February 1 through August 31), preconstruction nesting bird surveys should be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around active nests (typically up to 50 feet for passerines and up to 250 feet for raptors, depending on the location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents."

The City utilizes a standard condition of project approval (COA) to protect nesting migratory birds. The COA requires that the applicant either avoid construction activities (i.e., tree removal, demolition, grading, and construction) during the active nesting season, or conduct surveys for nesting birds and provide appropriate buffer zones, as follows:

COA – Nesting Birds

- *To minimize potential impacts on nesting raptors, the applicant shall either: 1) Avoid construction activities (i.e., tree pruning, tree removal, tree protection work, demolition, grading, and construction) during the active nesting season (between February 1, and August 31); or 2) Conduct pre-construction surveys for nesting raptors and provide appropriate buffer zones, if construction has the potential to impact nesting birds.*

  Note: Pre-construction surveys shall be conducted by a qualified biologist or ornithologist in order to ensure that no raptor nests will be disturbed during project implementation. This survey will be conducted no more than 15 days prior to the initiation of construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the biologist will inspect all trees in and immediately adjacent to the impact areas for raptor nests. If an active raptor nest is found close enough to the construction area to be disturbed by these activities, the ornithologist, in consultation with the California Department of Fish and Wildlife Service, will determine the extent of a construction-free buffer zone to be established around the nest.

Subject to this standard condition of project approval for nesting birds identified above, no significant impacts would occur with respect to nesting migratory birds (Impact 4.3-4).

Tree Protection

General Plan policies require compliance with the City's adopted tree preservation ordinance (Chapter 25 of the City Code). The Tree Ordinance provides a process and standards for review of projects that may impact or remove protected trees. Environmental impacts are considered mitigated for projects that adhere to this policy. Thus, if tree removal is associated with individual development projects, adherence to the requirements of the Tree Ordinance (i.e., submittal of an Arborist Report with recommendations for tree protections) and the following standard conditions of approval:

COAs – Tree Protection

- *The applicant shall implement the Tree Protection Guidelines identified in the Arborist Report, prepared for the project; the project arborist shall review the final building and grading plans, and confirm in writing any changes to the design recommendations. The guidelines shall be included on a plan sheet submitted with the building permit application.*

- *Prior to issuance of a grading or building permit, the applicant shall submit written confirmation from the Project Arborist that all tree protection measures, and pre-construction treatments have been installed and inspected, and that they meet the arborist's specifications.*

- *Any approved grading, construction, demolition or other work within the tree protection zone shall be monitored by the project arborist.*

- *Tree protection devices are to remain until all site work has been completed within the work area. Fences or other protection devices may not be relocated or removed without permission of the Project Arborist.*

- *If unplanned or unapproved tree injuries or tree removals occur during project construction, the applicant shall contact City Planning Staff. Additional permits may be required.*

- *After completion of exterior construction work and before final building permit inspection, the applicant shall submit a final written report/letter from the Project Arborist. Said report/letter shall provide an evaluation of the construction impacts to the subject tree's health or structural stability, and shall identify any additional provisions that may be required to these address impacts. The applicant shall be responsible to implement these recommendations. A final report may be required on the effectiveness of the measures.*

Subject to these standard conditions of project approval for tree protection, the project would not have a significant impact on trees, and would not conflict with City policies or ordinances protecting biological resources, such as the Tree Ordinance (Impact 4.3-5).

Table 5 – Cultural Resources

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.4-1	No	No	No
Impact 4.4-2	No	No	No
Impact 4.4-3	No	No	No
Impact 4.4-4	No	No	No
Impact 4.4-5	No	No	No

Cultural Resources:

Historic Structures

The City's standard process for review of development projects requires submittal of a Historic Resource Evaluation (HRE) prepared by an architectural historian for national, state or locally listed historical structures, structures eligible for listing, and structures greater than forty-five years' old that would be altered or demolished as part of a project. The HRE identifies the potential impacts of a project to the historical resource, and recommends mitigation measures. Projects with potentially significant impacts to historical structures require environmental review under the California Environmental Quality Act (CEQA).

No project sites are listed, but numerous buildings would meet the forty-five-year threshold for review of potential historical impacts. As previously discussed, no development is proposed in conjunction with the recommended General Plan/Zoning Amendments. An individual Cannabis Retail or Distribution operator would be subject to CEQA clearance for the subject property intended for operation, including an evaluation for impacts to historical structures (consistent with the policies of the General Plan EIR). As such, no new potential impacts not identified in the General Plan EIR would occur from the development project (Impact 4.4-1).

Archaeological & Paleontological

The General Plan EIR indicates potentially unrecorded archaeological sites may exist in Belmont, particularly along Belmont and Laurel creeks, near wetlands areas, and in the foothill to valley ecotones (ecological transition areas). The EIR further notes that future development projects allowed under the EIR may involve grading, excavation, or other ground-disturbing activities, which could disturb or damage unknown archaeological resources.

Although implementation of project grading plans may result in actions that could adversely affect archaeological resources, the General Plan includes policies and regulations that would minimize or avoid impacts by requiring the protection and preservation of such resources. Specifically, the General Plan includes Policies 5.12-1, 5.12-2 and 2.2-2 and Actions 5.12-1a, and 5.12-2b that require establishing guidelines and mitigation programs when sites of archaeological, paleontological, and/or cultural concern would be disturbed by development, including:

1) Reviewing records for development proposed in areas that are considered archaeologically or paleontologically sensitive.
2) Determining the potential effects of development and construction on archaeological or paleontological resources (as required by CEQA).
3) Requiring pre-construction surveys and monitoring during any ground disturbance for all development in areas of historical and archaeological sensitivity.
4) Implementing appropriate measures to avoid the identified impacts, as conditions of project approval (i.e., halting construction when resources are uncovered, evaluating the find, and implementing avoidance measures and/or mitigation plans as required by CEQA).

The recommendations in a Cultural Resources Evaluation are required to be noted on the project plans. The City's standard project conditions of approval (COAs) conditions of approval are as follows:

COAs – Cultural Resource

- *Prior to issuance of building permits, the applicant shall demonstrate that construction crews have proper training for the discovery, handling and retention methods for paleontological, archeological and/or cultural resources found at the project site. Project personnel should not collect cultural resources. Prehistoric resources include: chert, or obsidian flakes, projectile points, mortars and pestles, dark, friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include: stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits or bottle dumps.*
- *In the event that paleontological, archaeological, and/or cultural resources are encountered during construction activities, all construction activity in the area of the find shall be halted, and the Community Development Director shall be notified; an archaeologist shall examine the find and make appropriate recommendations. A plan for the mitigation of impacts to the resources will be prepared and submitted to the City of Belmont for approval. Additional CEQA review may be required depending upon the evaluation of the find.*

Proposed development projects that follow this process would be consistent with the environmental mitigations for cultural resource impacts (polices, programs, and actions) identified in the General Plan EIR. Subject to these provisions, and the standard project conditions of approval identified above, no significant impacts would occur with respect to archaeological/paleontological resources (Impacts 4.4-2, 4.4-3 & 4.4-5).

Human Remains

Proposed development projects would be required to comply with the procedures identified in the General Plan EIR for the discovery of any human remains (i.e., halting of construction, contacting the County Sherriff and Coroner, consulting with the Native American Heritage Commission, if applicable, etc.). These procedures have been incorporated into standard conditions of project approval, as follows:

COA- Human Remains

- *If any human remains are discovered or recognized in any location on a project site, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:*

    A. *The San Mateo County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and,*

    B. *If the remains are of Native American origin:*

        1. *The descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; or*

2. *The Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission.*

Subject to the procedures and condition of approval identified above, no impacts would occur as it relates to the discovery of human remains (Impact 4.2-4).

Table 6 – Geology, Soils & Seismicity

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.5-1	No	No	No
Impact 4.5-2	No	No	No
Impact 4.5-3	No	No	No
Impact 4.5-4	No	No	No

Geology, Soils & Seismicity:

Fault Rupture & Soil Erosion

According to the California Department of Conservation website the potential (South El Camino Real) overlay district is not located within a state-designated Alquist-Priolo Earthquake Fault Zone, so no fault rupture would be expected for any future development projects. The overlay district includes relatively flat project sites and do not include exposed slopes. In addition, the following standard erosion control COA would be required for construction of individual development projects to prevent significant soil erosion impacts (Impact 14.5-1):

COA - Erosion Control

- *The applicant shall submit an erosion and sedimentation control plan describing Best Management Practices (BMPs) to be used to prevent soil, dirt, and debris from entering the storm drain system. The plan shall include the following items:*

  a) *A site plan showing the property lines, existing and proposed topography, and slopes; areas to be disturbed, locations of cut/fill and soil storage/disposal area; areas with existing vegetation to be protected; existing and proposed drainage patterns and structures; watercourses or sensitive areas on-site or immediately downstream of project; and designated construction access routes, staging areas and washout areas.*

  b) *Erosion and sediment controls to be used during construction, selected as appropriate from the California Regional Water Quality Control Board, San Francisco Bay Region Erosion and P.O. Box 791, Oakland, CA 94604-0791.*

c) Methods and procedures to stabilize denuded areas and install and maintain temporary erosion and sediment control continuously until permanent erosion controls have been established.

d) Provision for preventing erosion and trapping sediment on-site, such as sediment basins or traps, earthen dikes or berms, fiber rolls, silt fence, check dams, storm drain inlet protection, soil blankets or mats, covers for soil stock piles and/or other measures.

e) Provisions for installing vegetative cover in disturbed areas, including areas to be seeded, planted, and/or mulched, and types of vegetation proposed.

f) Provision for diverting on-site runoff around exposed areas and diverting off-site runoff around the project site (e.g., swales and dikes).

g) Notes, specifications, and/or attachments describing the construction, operation and maintenance of erosion and sediment control measures, including inspection frequency; methods and schedule for grading, excavation, filling clearing of vegetation and storage and disposal of excavated or cleared material; types of vegetative cover and mulch, including methods and schedules for planting and fertilization; and provisions for temporary and permanent irrigation.

Seismic Ground Shaking, Liquefaction, & Lateral Spreading

The potential subject overlay zone area is in a seismically active region dominated by the San Andreas Fault, which is located approximately 4 miles west of the overlay zones, the Hayward Fault, which is located approximately 15 miles northeast of the overlay zones, and the northern portion of the Calaveras Fault, which is located approximately 22 miles northeast of the overlay zone. As such, the project sites would be subject to strong seismic ground shaking, liquefaction and lateral spreading; however, any future proposed projects would be required to conform to the current seismic design provisions of the most current version of the California Building Code (CBC), to provide for the latest in earthquake safety and minimize losses from an earthquake.

The CBC contains the latest seismic safety requirements to resist ground shaking through modern construction techniques, which are periodically updated to reflect the most recent seismic research. In addition, proposed General Plan Policy 6.1-2 requires the regulation of development on sites that have a history or threat of seismic dangers; Policy 6.1-4 requires geotechnical site analysis for proposed development on certain sites; and Policy 6.1-5 requires geotechnical studies that address the potential for ground shaking. With implementation of these policies, which supplement the existing building code requirements, the potential impacts from ground shaking would be minimized to the greatest extent feasible and are less than significant.

Consistent with the policies in the General Plan EIR and the requirements of the City Code, applicants would be required to submit a detailed geotechnical investigation for individual projects, which would be peer reviewed by the City's consulting geologist. The standard City procedure requires geotechnical clearance (i.e., a concurrence from the City's consulting geologist that the proposed project development is suitable for the site from a geotechnical perspective).

This recommendation includes standard conditions requiring geotechnical review of final building and grading plans and field inspections during construction, as follows:

COA – Geotechnical

- *Geotechnical Plan Review - Before submittal to the City, the Project Geotechnical Consultant shall review and approve all geotechnical aspects of the project building and grading plans (i.e., site preparation and grading, building set-backs, site drainage improvements and design parameters for foundations, retaining walls and access driveway/garage) to ensure that their recommendations have been properly incorporated. The consultant shall ensure that the geotechnical design recommendations comply with the most current seismic design parameters of the California Building Code.*

  The results of the geotechnical plan review and updated geotechnical design recommendations shall be summarized by the Project Geotechnical Consultant in a letter and submitted to the city for review and approval prior to issuance of building permits.

- *Geotechnical Field Inspection –The geotechnical consultant should inspect, test (as needed), and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to: site preparation and grading, site surface and subsurface drainage improvements, and excavations for foundations and retaining walls prior to the placement of steel and concrete. The results of these inspections and the as-built conditions of the project should be described by the geotechnical consultant in a certification letter and submitted to the City Engineer for review prior to final (granting of occupancy).*

Subject to the procedures and conditions of approval identified above, no significant impacts are expected from individual development projects (Impacts 4.5-1 through 4.5-3).

Septic Systems
Individual development projects would be connected to the City's sewer system, per General Plan Policy 6.5-5 and the City Code. Therefore, no septic system impacts would occur (Impact 4.5-4).

Table 7 – Energy, Greenhouse Gases & Climate Change

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.6-1	No	No	No
Impact 4.6-2	No	No	No
Impact 4.6-3	No	No	No
Impact 4.6-4	No	No	No
Impact 4.6-5	No	No	No

Energy, Greenhouse Gases & Climate Change:

Energy Efficiency & Energy Supplies

California has adopted statewide legislation addressing various aspects of energy consumption, greenhouse gas (GHG) emissions reduction, and climate change. The legislation establishes a broad framework for the State's long-term energy and GHG reduction program. The Governor of California has also issued several executive orders related to the State's evolving climate change policy.

The General Plan EIR anticipates an increase in overall energy usage as growth in the planning area occurs; however, EIR analysis indicates that the General Plan and BVSP policies would be consistent with or go beyond the state and local energy policies enacted to reduce energy consumption. The General Plan, BVSP and Climate Action Plan (CAP) include policies that encourage residential and non-residential uses in close proximity to employment centers and transportation corridors, improved access to transit, and the implementation of complete streets requirements as development occurs. These policies would reduce the intensity of energy consumption as compared to a no project alternative (i.e., increase energy efficiencies).

Potential individual development projects would be located in the South El Camino Real area of the City, and would be consistent with all applicable General Plan, BVSP and CAP policies designed to reduce energy waste and inefficiency. Further, these projects would be required to comply with the most current state energy code requirements of CalGREEN (green building code), and state and local water efficiency requirements. Thus, no new impacts would occur, and impacts would be less than significant (Impact 4.6-1 and 4.6-2).

Green House Gas (GHG) Emissions & Adopted GHG Reduction Plans

CEQA Guidelines §15183.5 provides that: 1) quantified plans may be used in the cumulative impacts analysis of later projects; and 2) subsequent project-specific environmental documents may tier from and/or incorporate by reference the programmatic review conducted for the GHG reduction plan (CAP). The General Plan, CAP, and BVSP were adopted simultaneously, and all were studied in the General Plan EIR. The significance of GHG emissions generated by the buildout of the BVSP were evaluated and found consistent with all applicable measures outlined in the CAP and General Plan. Thus, projects that are consistent with the BVSP, and the policies of the CAP and General Plan would not conflict with the City's ability to achieve future emission reduction goals.

The General Plan EIR Section for Energy, GHG and Climate Change provides applicable mitigation measures, actions, and policies for review of development project construction-related and operational GHG emissions. Development projects are required to be consistent with all applicable policies, and the action and mitigation measure listed below:

> **Action 5.10-3.a** - Require applicants proposing new development projects within the Planning Area to require their contractors, as a condition of contract, to reduce construction-related GHG emissions by implementing BAAQMD's recommended best management practices, including (but not limited to) the following measures (based on BAAQMD's (2011) CEQA Guidelines):

- Use local building materials of at least 10 percent (sourced from within 100 miles of the planning area).
- Recycle and reuse at least 50 percent of construction waste or demolition materials.

Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel. All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.

Individual development projects would be located in the South El Camino Real area, and would be consistent with all applicable General Plan, and CAP policies designed to reduce GHGs. Adherence to Action 5.10-3 and Mitigation Measure AQ-2 will be required of the project as conditions of project approval, as follows:

COAs - GHG

- *A minimum of 10% of the construction materials shall be acquired (sourced) within 100 miles of the planning area. Documentation shall be provided before the final building permit inspection.*

- *A minimum of 50% of the construction waste generated by this project shall be recycled or salvaged for use. Documentation shall be provided before the final building permit inspection. Sample forms located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance.*

- *Prior to issuance of a building permit, the applicant shall provide documentation (i.e., construction contracts or signed agreements) demonstrating that all contractors and subcontractors agree to operate all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of work on renewable diesel (such as Diesel high performance renewable).*

Subject to the procedures and conditions of approval identified above, individual development projects would be consistent with the environmental mitigations for GHG impacts (polices, programs, and actions) identified in the General Plan EIR. As such, no significant impacts would occur with respect to construction- related or operational GHG emissions (Impacts 4.6-3 through 4.6-5).

Table 8 – Hazards & Hazardous Materials

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.7-1	No	No	No
Impact 4.7-2	No	No	No
Impact 4.7-3	No	No	No
Impact 4.7-4	N/A	N/A	N/A
Impact 4.7-5	No	No	No
Impact 4.7-6	N/A	N/A	N/A
Impact 4.7-7	N/A	N/A	N/A
Impact 4.7-8	N/A	N/A	N/A

Hazards & Hazardous Materials:

Routine Transportation & Accidental Release

Regulatory Oversight
Federal and State regulations require adherence to specific guidelines regarding the use, transportation, disposal, and accidental release of hazardous materials. The management of hazardous materials and waste within California is under the jurisdiction of California Environmental Protection Agency (CalEPA), which coordinates the State's Unified Program for permitting, inspecting, and enforcing regulations related to hazards materials. As the Certified Unified Program Agency (CUPA) for the area, the County of San Mateo Environmental Health Services Department is responsible for implementing hazardous waste and materials State standards.

General Plan EIR
The methodology and assumptions identified in the General Plan EIR indicate that the hazardous materials analysis considered the range and nature of foreseeable hazardous materials use, storage, and disposal resulting from implementation of the General Plan EIR, and identified the primary ways that these hazardous materials could expose individuals or the environment to health and safety risks. In determining the level of significance, the analysis assumed that residents and businesses in the Planning Area act in compliance with applicable federal, State, regional, and local health and safety laws and regulations and that new development under the Project (General Plan, BVSP & CAP) would comply with relevant federal, State, regional, and local ordinances and regulations.

The General Plan EIR concluded that implementation of the policies of the General Plan, and existing state and local regulations would reduce the impact of hazardous materials use, storage,

disposal, and accidental release to less than significant; however, the General Plan EIR analysis indicates that the review of environmental risks did not include any sampling, site-specific review, laboratory analysis, or physical inspection of buildings or site surfaces. The EIR notes that site-specific investigation for projects developed under the General Plan Project will be required to address hazardous materials conditions. As such, Phase I environmental site assessments are required for specific projects, and if a Phase I assessment indicates the presence or likely presence of contamination, a Phase II soil/groundwater testing and remediation is required before development may occur.

Key considerations for the preparation of environmental assessments are whether the project site contains recognized environmental conditions (RECs), and if those conditions exceed established regulatory Screening Levels (SLs) based on the future uses of the site. Screening levels are generic (not site specific) levels that can be applied to any site and are considered to be protective of typical Bay Area sites. RECs and the SLs are further defined below.

- The American Society for Testing and Materials for Phase I Environmental Site Assessments (ASTM E1527-13) defines a REC as "*the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*"

- DTSC has developed modified screening levels (DTSC-SLs) for use in the human health risk assessment process at hazardous waste sites and permitted facilities. The DTSC-SLs should be used in preference to United States Environmental Protection Agency (EPA) Regional Screening Levels (RSLs) to evaluate chemical concentrations in environmental media at California sites and facilities. USEPA RSLs should be used for hazardous substances for which a DTSC-SL value is not available. The most current DTSC-SLs were published by DTSC in June 2020 (DTSC, 2020)

- The San Francisco Bay Area Regional Water Quality Board (Water Board) has developed Environmental Screening Levels (ESLs) to provide conservative screening levels for over 100 chemicals found at sites with contaminated soil and groundwater. The ESLs are intended to help expedite the identification and evaluation of potential environmental concerns at contaminated sites. ESLs address a range of media (soil, groundwater, soil gas, and indoor air) and a range of concerns (e.g., impacts to drinking water, vapor intrusion into indoor air, and impacts to aquatic habitat). The most current ESLs were published by the Water Board in November 2019 (Water Board, 2019).

- RSLs are SLs developed by the EPA for each of the 10 regions governed by the EPA. The City of Belmont is located in EPA Pacific Southwest Region 9. The most current RSLs for Region 9 were published by EPA in May 2020).

Types of Potential Impacts
Individual development projects with soil or water contamination are subject to both construction and operational impacts.

Construction Impacts
Project-related grading and excavation/removal of soils has the potential to adversely impact construction workers, and surrounding sensitive receptors. The CUPA (San Mateo County Environmental Health) requires applicants to submit a Soil Management Plan (SMP) to mitigate the potential impacts from the detections of soil vapor and potential unanticipated conditions that may be encountered during grading and planned for excavation during development activities (e.g., abandoned USTs, abandoned sumps or pits containing unknown liquids, etc.), and to provide for compliance with environmental regulations pertaining to conditions at the Site.

The SMP for a development project addresses two types of activities that may occur at contaminated sites: i) construction operations that will be required to minimize exposure of construction workers (i.e., VOCs in the soil vapor that may be encountered during site development); and ii) construction activities that will be necessary to comply with environmental permit conditions, if any. Activities that are addressed in an SMP typically include the following:

- Construction worker health and safety protocol;
- Site access and control;
- Soil management including soil import and off-site disposal of soil;
- Dust and vapor control;
- Stormwater management; and,
- Unexpected conditions response.

SMPs that are consistent with the requirements of the CUPA, and standard conditions of project approval address the potential environmental impacts related to hazardous materials use, storage, disposal, and accidental release. Subject to these measures, impacts from individual development projects would be less than significant (Impact 4.7-1 & 4.7-2).

No portions of the potential S-3 (Cannabis Retail & Distribution) overlay zone are within a ¼ mile of Central and Nesbit Elementary Schools. The DTSC website does not include the potential development project sites on a list of hazardous material sites compiled pursuant to Government Code 65962.5. As such, individual development projects would not involve the handling of acutely hazardous materials within a ¼ mile of a public school. In addition, the potential project sites are not located in the vicinity of a private airstrip, or adjacent to a wildfire urban interface (WUI). Lastly, individual development projects (cannabis retail and distribution uses) would not close roadways or impair implementation of an emergency response/evacuation plan (i.e., they would not block ingress or egress of emergency responders or evacuees). Thus, there would be no project-related impacts in these areas (Impacts 4.7-3, 4.7-4, 4.7-6, 4.7-7, & 4.7-8).

Airport Land Use Plan Compatibility
The San Carlos Airport is located approximately one mile south of the City of Belmont. The Airport accommodates almost 400 based aircraft and a variety of aviation-related businesses including flight schools.

An Airport Land Use Compatibility Plan (ALUCP) for the Environs of San Carlos Airport was prepared according to Federal Aviation Administration (FAA) requirements (see Attachment 9a). Each ALUCP prevents exposure to excessive noise and safety hazards within an airport influence

area over a 20-year horizon and are intended to encourage land uses in the vicinity surrounding an airport that are compatible with the airport land uses. California law requires that local government agencies affected by an ALUCP update their General and Specific Plans to be consistent with the ALUCP (California Government Code, Section 65302.3).

The City's General Plan EIR considered the requirements of the ALUCP, and a determination of consistency was solicited from the Airport Land Use Commission, prior to taking action to approve the General Plan. Thus, impacts from the General Plan Project were found to be less than significant in the General Plan EIR; however, General Plan Policy 2.16-1 requires new development located in the San Carlos Airport Influence Area (AIA) to comply with applicable land use compatibility provisions of the San Carlos ALUCP through review and approval of a site development plan, or other development permit.

The potential overlay district would involve retail/distribution uses, which are compatible with the San Carlos ALUCP for noise. Safety, air space protection/building height, and notification is evaluated when construction occurs (i.e., when the location and height of new buildings are known). Typical conditions for new projects are as follows:

COAs – FAA Notification

- *A Notice of Actual Construction or Alteration must be e-filed any time the project is abandoned or within 5 days after the construction reaches its greatest height.*
- *If lighting or marking is installed (which, based on the FAA's evaluation, are not necessary for aviation safety), it is recommended to be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2. Adherence to these FAA policies will ensure that development of the site will not be a hazard to air navigation.*

Table 9 – Hydrology, Flooding & Water Quality

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.8-1	No	No	No
Impact 4.8-2	No	No	No
Impact 4.8-3	No	No	No
Impact 4.8-4	No	No	No
Impact 4.8-5	No	No	No
Impact 4.8-6	N/A	N/A	N/A
Impact 4.8-7	N/A	N/A	N/A
Impact 4.8-8	N/A	N/A	N/A
Impact 4.8-9	N/A	N/A	N/A

Hydrology, Flooding & Water Quality:

Water Quality & Drainage

The General Plan EIR indicated that additional development within the city (i.e., buildout of the General Plan and BVSP) could increase the amount of impervious surfaces, and could therefore increase the amount of runoff and associated pollutants during both construction and operation; however, the General Plan EIR noted that the San Mateo County Water Pollution Prevention Program (SMCWPPP) requires every construction activity within Belmont that has the potential to negatively affect water quality to comply with the National Pollution Discharge and Elimination System (NPDES) Stormwater Discharge Permit. The NPDES Stormwater Discharge Permit limits the severity of any potential environmental effects caused by developments associated with the buildout of the General Plan and BVSP.

The county's SMCWPPP is a partnership of the City/County Association of Governments (C/CAG), each incorporated city in the County and the County of San Mateo, which share a common NPDES Permit or Municipal Regional Permit (MRP). The Municipal Regional Permit (MRP) outlines the State's requirements for municipal agencies in San Mateo County to address the water quality and flow-related impacts of stormwater runoff. Some of these requirements are implemented directly by municipalities while others are addressed by the San Mateo Countywide Water Pollution Prevention Program on behalf of all the municipalities. The MRP is a comprehensive permit that evaluates activities related to construction sites, industrial sites, illegal discharges and illicit connections, new development, and municipal operations. The permit also requires a public education program, implementing targeted pollutant reduction strategies, and a monitoring program to help characterize local water quality conditions and to begin evaluating the overall effectiveness of the permit's implementation.

The Municipal Regional Stormwater Permit (MRP) generally requires projects to utilize Low Impact Development (LID) stormwater treatment; however, the MRP allows applicants to use alternative means of treatment depending on specific criteria (i.e., non-LID methods) for certain types of smart growth, high density, and transit-oriented development. These types of qualifying projects, known as Special Projects, can apply for alternative means of Low Impact Development (LID) stormwater treatment which may include non-LID methods in addition to LID practices of infiltration, harvest and use and biotreatment to manage stormwater runoff.

Qualifying projects may apply for reduction credits based on location and density criteria that allow non-LID treatment for a portion of the project's runoff, but only after the applicant demonstrates why LID is infeasible for the proposed project. The LID reduction credits are intended to allow Smart Growth projects greater flexibility in meeting stormwater treatment requirements, based on the inherent environmental benefits of Smart Growth and potential technical challenges of implementing LID treatment exclusively on high-density sites in urban areas.

The Department of Public Works reviews individual development projects for compliance with all state and federal water quality requirements. In addition, the project is required to comply with General Plan and BVSP policies related to: 1) the incorporation of best management practices (BMPs) to reduce construction and operational water pollutant loads; 2) implementation of Urban

Design guidelines for Low Impact Development (as applicable for Special projects); 3) streetscape and landscape designs that manage stormwater, to ensure that runoff potential does not exceed the storm drain system's capacity; 4) documentation of the site investigation and cleanup of impacted soils or groundwater provided to City staff during development project review; and 5) remediation and cleanup of impacted waters in compliance with federal and State standards (if applicable).

As a result of implementation of existing federal, State and local regulations and the General Plan and BVSP policies described above, the impact of individual development projects on water quality would be less than significant (Impacts 4.8-1, & 4.8-3 through 4.8-5).

Groundwater Supplies

The potential project site is located in the Santa Clara Valley Groundwater Basin, San Mateo Sub-basin. The groundwater in this basin is not considered a good source of irrigation or municipal water use due to the high content of chloride, sulfate, and total dissolved solids. The proposed project could increase demands for water; however, this increase in water demand would not impact local groundwater supplies, as the primary purveyor of water for the city is the MPWD, which currently does not utilize any local groundwater or surface water supplies to serve the city.

Flooding

According to the FEMA's National Flood Hazard Layer map, portions of the potential Overlay District on El Camino Real is in, or adjacent to, flood zones; however, any potential development proposals that are located in, or adjacent to, flood zones would be required to comply with the City's standards for new construction to reduce flood risk (Impacts 4.8-6 through 4.8-8).

Seiche, Tsunami, or Mudflow

The City of Belmont is not subject to a Tsunami (ocean wave), and the project site is relatively flat (less than 10% slope), with no steep or precipitous slopes, which eliminates the likelihood of a mudflow. A Seiche is a wave from an enclosed or semi-enclosed body of water, such as the San Francisco Bay. The General Plan EIR indicates that the impacts of a Seiche would be mitigated (buffered) by wetlands, Foster City land, and Redwood City land. This buffer leads to a less than significant impact in regards to Seiche inundation. Thus, impacts from Seiches, Tsunamis, or Mudflows is either non-applicable to the project or less than significant (Impact 4.8-9).

Table 10 – Land Use, Population & Housing

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.9-1	No	No	No
Impact 4.9-2	No	No	No
Impact 4.9-3	N/A	N/A	N/A
Impact 4.9-4	No	No	No
Impact 4.9-5	N/A	N/A	N/A

Land Use, Population & Housing:

Community Division & Conflicts with Land Use Plans
Individual development projects would redevelop or reoccupy existing commercial /retail or warehouse distribution sites for the retail sale or distribution of cannabis products. The project would not include barriers that have the potential to physically divide an established community. As discussed in this addendum, the project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect (Impacts 4.9-1 & 4.9-2).

Habitat Conservation Plan
No habitat conservation plans have been adopted in the planning area. Thus, this impact area would not be applicable to the project (Impact 4.9-3).

Substantial Population Growth or Displacement
The proposed project would not exceed the expected buildout of the BVSP Area (jobs and non-residential floor area) that was studied in the General Plan EIR. The potential project sites are zoned commercial or mixed use, and individual development projects would not involve the relocation of any housing units. Thus, impacts in these areas would be either less than significant or not applicable to the project (Impact 4.9-4 & 4.9-5).

Table 11 – Noise

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.10-1	No	No	No
Impact 4.10-2	No	No	No
Impact 4.10-3	No	No	No
Impact 4.10-4	No	No	No
Impact 4.10-5	No	No	No
Impact 4.10-6	N/A	N/A	N/A

Noise:

Construction Noise & Vibration
The General Plan EIR indicates that construction noise and vibration associated with future development (i.e., General Plan and BVSP buildout) could expose sensitive receptors to noise and vibration levels that exceed the standards identified in the General Plan (a potentially significant and unavoidable impact). Increased operational noise from traffic, trains, and stationary sources is also identified as a potentially significant and unavoidable impact.

The potential construction noise, ground borne vibration, and operational noise impacts of the General Plan/BVSP buildout cannot be fully mitigated at the Program EIR (General Plan EIR) level, because of the uncertainty involved in evaluating the impacts on all potential future users of new development. The evaluation of noise impacts is "project/location specific" and noise impacts change over time as development occurs and traffic patterns change. Thus, in order to address potential noise impacts, the General Plan EIR: 1) identified comprehensive policies to limit the exposure of sensitive receptors to construction noise, ground borne vibration, and operational noise; and 2) required that applicants for individual development projects evaluate potential noise and vibration impacts, and develop appropriate mitigation measures to reduce these impacts.

Construction Noise & Vibration
The City requires the submittal of Noise and Vibration Assessments for construction projects, which evaluate project/location specific impacts and provide mitigation measures to reduce those impacts. The mitigation measures are included as project conditions of approval. In addition, conditions of approval are required by the City to ensure effective implementation of the Assessment's noise measures, and consistency with the BVSP Policy 6.5-3, below. Subject to these measures and conditions of project approval, construction noise impacts would be less than significant (Impacts 4.10-1, 4.10-2, & 4-10-4).

- *BVSP Policy 6.5-3 - Require developers to mitigate noise exposure to sensitive receptors from construction activities. Mitigation may include a combination of techniques that reduce noise generated at the source, increase the noise insulation at the receptor, or increase the noise attenuation as noise travels from the source to the receptor (e.g., through the incorporation of barriers).*

<u>Construction Noise – COAs</u>

- *The applicant shall ensure that the following preventative and monitoring measures are enforced during grading and building operations:*
  - *Limit construction activity to the hours listed in the City Noise Ordinance. (8:00 am to 5:00 pm on weekdays, 10:00 am to 5:00 pm on Saturdays, no construction activity on Sundays and holidays).*
  - *Schedule highest noise-generating activity and construction activity away from noise-sensitive land uses.*
  - *Equip internal combustion engine-driven equipment with original factory (or equivalent) intake and exhaust mufflers which are maintained in good condition.*
  - *Prohibit and post signs prohibiting unnecessary idling of internal combustion engines.*
  - *Locate all stationary noise-generating equipment such as air compressors and portable generators as far as practicable from noise-sensitive land uses.*
  - *Utilize "quiet" air compressors and other stationary equipment where feasible and available.*
  - *Designate a noise disturbance coordinator who would respond to neighborhood complaints about construction noise by determining the cause of the noise complaints and require implementation of reasonable measures to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site.*

- *The applicant shall notify property owners within 300 feet of the project site two weeks prior to the initiation of construction activities on site. A schedule of construction activities, and a copy of the noise control plan shall be included with this notice.*

- *Prior to issuance of grading or building permits, the applicant shall demonstrate that a condition of contract of all contractors and subcontractors requires the use of internal combustion engine-driven equipment with original factory (or equivalent) intake and exhaust mufflers, which are maintained in good condition.*

- *Prior to issuance of grading or building permits, the applicant shall demonstrate that a condition of contract of all contractors and subcontractors requires the use of "quiet" air compressors and other stationary equipment. If the applicant demonstrates that the use of quiet air compressors and other stationary equipment is not feasible, moveable sound barriers or portable sound huts shall be used for noise mitigation.*

Construction Vibration COAs

- *After obtaining permission from the subject property owners, the applicant shall conduct preconstruction crack photo surveys, and install vibration monitors at the sensitive receptor sites shown in the Vibration Assessment. The applicant shall submit a copy of the crack photo survey and written confirmation from the Project Acoustic Consultant that all required monitors have been installed and inspected, and that they meet the consultant's specifications, prior to issuance of grading or building permits.*

- *The applicant shall designate a person responsible for registering and investigating claims of excessive vibration. The contact information of such person shall be clearly posted on the construction site.*

- *Neighboring property owners within 300 feet of the project site shall be noticed of the construction activities and construction schedule (including estimated dates of various construction phases) at least two weeks prior to the start of construction.*

- *Vibration monitors shall be placed at the sensitive receptors to monitor construction activities and make sure the project thresholds are met. Real-time alerts must be sent to the Contractor in case of near threshold vibration levels or in case of threshold exceedances. In case of exceedances, work must stop, and the source of the exceedance must be identified, and the required mitigation measure should be incorporated.*

- *Building structures near the project shall be checked for cracks and any cracks shall be monitored. Preconstruction crack photo surveys shall be conducted. If minor cracks are reported or existing cracks propagate, vibration project action levels must be restricted.*

- *Whenever possible, construction or equipment activity generating relatively high levels of vibration shall not occur at the same time and shall be spaced as far apart in time as possible from one another. In general, the most severe activities shall be reserved for the middle of the day (noon). If activities must occur simultaneously, they shall be performed as far away from one-another as possible within the construction zone.*

- *All deliveries of material and equipment shall occur during daytime hours, including queueing of construction vehicles outside the site. Vehicles delivering materials and equipment shall be operated in strict conformance with regulations established by the United States Department of Transportation and all State and Local requirements. All materials and equipment shall be stored on-site and within the confines of the construction barricades.*

- *Stationary and portable construction equipment shall be located at positions where the noise/vibration impact to nearby noise/vibration-sensitive receptors is minimal. At times where the equipment cannot be positioned at a minimal noise/vibration impacting location, mitigation devices shall be implemented, as determined by the Project Acoustic Consultant or designated Vibration Monitor.*

- *After construction activities are complete, the applicant shall conduct a post-construction crack photo survey of previously surveyed buildings. The post construction survey, and a summary letter of any resulting actions taken (repairs or restitutions) shall be provided to the Community Development Department, prior to final building permit inspection.*

Operational Noise – (project on environment)

The proposed cannabis retail and distribution regulations require that these uses be operated in a fully enclosed building, between the hours of 9:00AM and 9:00PM. Establishment of these new uses would also require approval of a CUP to address potential noise, and to ensure that these projects conform to operation plans that would require customer management (i.e., that security personnel are present to prevent loitering around the project sites, so as to avoid loud conversations that may disturb neighbors). New development projects would also need to conform to all applicable goals and policies and the City's adopted Noise Ordinance.

Private Airstrips & Airport Noise

There are no private airstrips in the vicinity of Belmont, and the proposed development project is not located within areas of excessive noise from either the San Carlos Airport or the San Francisco International Airport. Thus, noise from a private airstrip is not applicable to the project, and no significant impacts are expected with respect to aircraft noise from airports (Impacts 4.10-5 & 4.10-6).

Table 12 – Public Services & Recreation

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.11-1	No	No	No
Impact 4.11-2	No	No	No
Impact 4.11-3	No	No	No
Impact 4.11-4	N/A	N/A	N/A
Impact 4.11-5	No	No	No

Public Services & Recreation:

Fire & Police

The General Plan EIR indicates that the buildout of the General Plan/BVSP is not expected to result in significant impacts to Fire and Police service levels, as new development would primarily be concentrated in infill areas already adequately served by both departments; however, the General Plan EIR identifies General Plan and BVSP policies that are intended to reduce the potential Fire and Police service level impacts of individual development projects. These policies generally encourage focusing development in already developed areas where it can be served by existing public services, and allowing sufficient density/intensity to enable development to support all required infrastructure/community facilities. The policies also require Fire and Police Department review of individual development projects to ensure consideration of potential impacts to public safety.

The potential overlay district would be located in urbanized parts of the city, which are easily accessible by major streets. Individual development projects would be required to contribute to infrastructure upgrades and street improvements impacted by or in the immediate vicinity of their sites. The Fire and Police Departments will review individual development projects, and have provide appropriate conditions of approval addressing fire mitigation measures, fire flow capacity, evacuation and access provisions for first responders, and design considerations to increase public safety (i.e., project lighting, parking garage security, etc.).

A development proposal submitted under the new regulations would be reviewed by the Fire Department to ensure appropriate fire mitigation measures are incorporated. The Police Department would review development proposals for compliance with a City Commercial Cannabis Permit, and state licensing requirements. The Police Department would also review and approve the applicant's security and operations plans, prior to approval of a CUP to establish the use. The security and operations plans would identify lighting, alarm/surveillance, patron management, and security personnel requirements to ensure safe operation of the business. The Police Department would collect appropriate permit fees to cover the cost of time reviewing Cannabis Use Permits, and for any subsequent inspections, or monitoring of operations. Thus,

impacts to fire and police services from individual development projects would be less than significant (Impact 4.11-1).

Table 13 – Transportation

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.12-1	No	No	No
Impact 4.12-2	No	No	No
Impact 4.12-3	No	No	No
Impact 4.12-4	No	No	No
Impact 4.12-5	No	No	No
Impact 4.12-6	No	No	No
Impact 4.12-7	No	No	No
Impact 4.12-8	No	No	No
Impact 4.12-9	No	No	No

Transportation:

Intersections & Road Segments

General Plan EIR
The General Plan EIR indicates that buildout of the General Plan /BVSP would cause intersections and road/highway segments to fall below the established significance criteria for City of Belmont and City/County Association of Governments (C/CAG) road segments/intersections. The EIR lists the impacted segments/intersections, and identifies physical improvements (mitigations), such as installation of traffic signals and turning lanes, to reduce impacts to less than significant levels; however, the EIR notes that the physical improvements proposed are not always feasible due to right-of-way constraints, and that in many cases the prescribed improvements would conflict with corridor plans, and General Plan, BVSP, and CAP policies related to creating "Complete Streets," resulting in secondary impacts. As such, the EIR concludes that impacts to the identified segments/intersections would remain potentially "Significant and Unavoidable."

In order to certify the General Plan EIR with Significant and Unavoidable impacts, the City Council made certain findings required by CEQA, and adopted a Statement of Overriding Considerations. This statement essentially communicated that the City had determined that the potential benefits of the project (General Plan, BVSP, CAP adoption and buildout of the General Plan/BVSP) outweighed its potential impacts. The City Council made the required CEQA Findings and adopted a Statement of Overriding Considerations, prior to approval of the General Plan update and approval of the BVSP and Corridor Mixed-Use Zoning.

The adoption of a Statement of Overriding Considerations does not mean that future development projects need not comply with General Plan/BVSP policies designed to reduce intersection impacts, or that applicants for development projects would not be responsible to address their project-related impacts. General Plan, BVSP and CAP Policies encourage improving multimodal infrastructure, and coordinating land use and circulation in a way that would reduce vehicle trips. In addition, implementation of the General Plan, BVSP and CAP policies would result in denser and/or more complimentary land uses and the development of complete streets that would either shorten or reduce the number of vehicle trips. The MMRP adopted with the General Plan EIR also contains mitigation measures that would reduce project impacts by requiring that project applicants contribute proportionate share of payments towards intersection/segment improvements, and/or pay a traffic impact fee.

State Law & Traffic Metrics

Senate Bill 743 (Steinberg, 2013), which was codified in Public Resources Code section 21099, required changes to the guidelines implementing CEQA (CEQA Guidelines) (Cal. Code Regs., Title 14, Div. 6, Ch. 3, § 15000 et seq.) regarding the analysis of transportation impacts. Pursuant to Section 21099, the criteria for determining the significance of transportation impacts must "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses."

To that end, the State of California Governor's Office of Planning and Research (OPR) adopted changes to the CEQA guidelines in December 2018 specifying vehicle miles traveled (VMT)[1] as the most appropriate metric to evaluate a project's transportation impacts. The California Natural Resources Agency subsequently certified adoption of the changes to the CEQA Guidelines, as automobile delay, as measured by "level of service" (LOS) [2] and other similar metrics, generally no longer constitute a significant environmental effect under CEQA. (Pub. Resources Code, § 21099 (b)(3)).

While local agencies are required to adopt and utilize a VMT threshold for CEQA transportation analysis by July 1, 2020, they may still require LOS for local planning and/or general plan compliance purposes. The current General Plan EIR Transportation Section uses LOS as a metric

[1] VMT is a measurement of the amount of travel for all vehicles in a defined area, such as within the City boundaries, within San Mateo County or within the Bay Area region. It represents the total number of vehicle trips multiplied by the total distance each vehicle travels. VMT can also be used as an efficiency metric, "VMT per capita" or "VMT per employee," to encourage development in travel-efficient locations (e.g., locations in proximity to key destinations, services, and transit service). Mitigation measures for VMT impacts typically would include implementing transportation demand management (TDM) measures and strategies to encourage low-emission, multimodal transportation.

[2] The LOS metric assigns a letter grade (A to F) related to the delay per vehicle for an intersection or roadway segment. LOS A represents free flowing conditions and little to no delay to vehicles while LOS F represents congested conditions with higher delays and long queues for vehicles. LOS analysis and mitigation measures are different from VMT in that they would typically support strategies that encourage faster automobile travel times, reduce peak commute time congestion, implement roadway widening and other infrastructure or strategies that could encourage travel by single-occupant vehicles; however, LOS is a useful metric for determining a project's potential circulation impacts, as it can be used to identify when an intersection with stop signs should be replaced with a traffic signal, when a new turn lane is needed, and when queuing may exceed a turn pocket length.

for evaluating potential impacts. In addition, a project that is not expected to create significant VMT impacts could still have LOS operational impacts. Thus, it is possible that a CEQA analysis evaluating VMT may not be required, but an operational analysis to identify intersection impacts will be needed.

On February 23, 2021, the City Council adopted new VMT Policies; however, there is still the potential for individual development project to have significant project-level transportation impacts to adjacent roadways and intersections (per the Cities TIA guidelines, General Plan Circulation Element Policies). As such, the Public Works Department has determined that it is necessary to use both VMT and LOS metrics for review of project transportation impacts for development projects.

Depending on the scope and location, individual development projects would be required to submit Traffic Impact Analyses (TIAs) as part of development review. These reports would be peer reviewed by consultants and the Public Works Department to ensure potential transportation impacts are appropriately mitigated; however, it should be noted that the potential S-3 Overlay for retail and distribution cannabis uses would be located in an area along South El Camino Real, which is in walking distance from the Belmont Caltrain Station, and SamTrans Bus stops.

Depending on the scope of the projects, new development applications would also be required to provide public improvements along all street frontages (i.e., wide sidewalks, and street trees) that are consistent with adopted Complete Streets policies to promote the development of public transit, bicycle, or pedestrian facilities, and increase use of these facilities. In addition, project applicants would need to contribute fair-share portion fees for the construction of road improvements, based on project impacts to roadway intersections and segments, and include TDM plans to discourage the use of single-occupancy vehicles. Thus, the overall transportation impacts of future development projects for the Cannabis Regulations would be expected to be less than significant (Impacts 4.12-1 through 4.12-5).

Conflict with Plans

The General Plan, BVSP, and CAP contain numerous policies that promote higher density, transit-oriented, mixed-use development, and the implementation of adopted Complete Streets standards. Individual development projects would be located in the BVSP and PDA, and retail or distribution cannabis uses would be located in close proximity to public transit (the Belmont Caltrain Station and SamTrans Bus routes). In addition, depending on the scope of the project, individual development projects would include street improvements consistent with adopted Complete Streets Standards. Therefore, the proposed project would be consistent with programs that promote the development of public transit, bicycle, or pedestrian facilities, and increase use of these facilities. No impacts related to conflict with adopted plans would result from the project (Impact 4.12-4, Impact 4.12-5 & Impact 4.12-7).

Operations Impacts to Airports

The General Plan EIR indicates that policies of the General Plan/BVSP would not modify planning or operations at airports, or introduce land use patterns that would cause substantial risks to or from airports. The project would be consistent with General Plan/BVSP policies related to airports

and would not conflict with an adopted Airport Land Use Compatibility Plan (ALUC). Therefore, no impacts to airport operations would result from the development project (Impact 4.12-6).

Hazardous Design Features

The General Plan EIR indicates that future improvements to the transportation and circulation system related to buildout of the General Plan/BVSP would be constructed to all local, regional and federal standards, and thus would not result in any hazardous design features. Depending on project scope, a Traffic Impact Analysis (TIA) would be required for individual development projects and peer reviewed by a consultant working for the City, in consultation with the Department of Public Works. Issues related to site traffic circulation, pedestrian and bicycle safety, safety evaluation of the street improvements (line of Sight), and the internal circulation of any proposed parking garage and driveway areas would be conducted as part of this review. The report and peer review would need to conclude that the proposed improvements would not result in hazardous design features for the Department of Public Works to recommend approval of the project (Impact 4.12-8).

Emergency Access

The General Plan EIR indicates that buildout of the General Plan/BVSP could potentially result in increased congestion that would impact emergency vehicles response times. The potential impacts to response times could not be accurately quantified, so the impacts were considered Significant and Unavoidable. The EIR explains that the precise impacts of buildout are difficult to quantify, because response times differ during the time of day, and can change based on the number of emergency calls, and the use of sirens or traffic signal preemption equipment.

The General Plan EIR indicates that the use of signal priority preemption equipment and strict adherence to emergency vehicle passing priority under state law would reduce impacts on emergency response times. In addition, the EIR states that future modifications implementing Complete Streets standards would reduce vehicle speeds through core areas, which would likely reduce the severity of accidents. The EIR notes that impacts would also be reduced through entitlement review, and public safety officials would continue to review development project plans to ensure that they are compliant with emergency access requirements.

Individual development projects would be required to construct frontage improvements consistent with the City's adopted Complete Streets standards, and applicants would be required to contribute a fair-share portion fees for the construction of road improvements, based on project impacts to roadway intersections and segments. The projects will also be reviewed by all appropriate safety personnel to ensure that project plans are compliant with emergency access requirements. As such, development project-related impacts to emergency access are less than significant (Impact 4.12-9).

Table 14 – Utilities

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.12-1	No	No	No
Impact 4.12-2	No	No	No
Impact 4.12-3	No	No	No
Impact 4.12-4	No	No	No
Impact 4.12-5	No	No	No
Impact 4.12-6	No	No	No
Impact 4.12-7	No	No	No

Utilities:

Wastewater Treatment Plant Capacity

Wastewater from Belmont is predominantly treated at the Silicon Valley Clean Water (SVCW) treatment plant, which is located in Redwood Shores near the eastern side of Belmont. Treated wastewater from SVCW is released into the San Francisco Bay. The SVCW plant currently complies with all Clean Water Act (CWA), State Water Resource Control Board (SWRCB), and National Pollution Discharge and Elimination System (NPDES) regulations and standards. The buildout of the General Plan/BVSP would result in increased wastewater for treatment; however, the General Plan EIR indicates that impacts would be less than significant as current regulations require compliance with federal and state water quality standards, and these measures would preclude development lacking adequate utility (wastewater treatment plant) capacity.

In addition, the EIR references General Plan/BVSP policies that require: 1) making improvements and upgrades to the wastewater system, consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan; 2) updating impact fees, connection fees, and service charges to ensure adequate funds are collected to operate/maintain existing treatment facilities and construct new facilities; and 3) collecting impact fees from new development projects to ensure that new waste water facilities are constructed to meet performance standards, and to allow for future maintenance.

Unlike residential projects and large scale commercial buildings, retail sales and distribution uses are not significant generators of wastewater. The City has adequate wastewater treatment capacity available for these projects, and conditions of project approval would require the applicant to pay sewer impact fees. As a result of compliance with existing regulations, implementation of General Plan /BVSP policies, and the payment of impact fees by the applicant, the potential impacts to wastewater treatment would be less than significant (Impact 4.13-1).

New Facilities/Supply – Water

Water supply in Belmont is provided by the Mid-Peninsula Water District (MPWD). In accordance with state law, MPWD prepared an Urban Water Management Plan (UWMP) in 2015. Urban Water Management Plans are prepared by urban water suppliers every 5 years. These plans support the suppliers' long-term (20-year) resource planning to ensure that adequate water supplies are available to meet existing and future water needs. MPWD's 2015 UWMP indicates that water supply is sufficient to meet current and projected demands in Belmont.

In analyzing water needs, the General Plan EIR references MPWD's 2015 UWMP. The EIR indicates that water demand is expected to increase through the horizon year of the General Plan as population and job growth occur, but that per capita water use is gradually expected to trend downward because of conservation efforts. The EIR concludes that water supply is sufficient to meet current and projected demands outside of the BVSP Area, provided that water conservation efforts and strategies are continued (i.e., prioritization of high-density infill development, rebates for water efficient appliances, water efficient landscaping, adherence to state green building code - CalGREEN, etc.).

The EIR concludes that water supply would be sufficient to meet current and projected demands inside of the BVSP Area, subject to the strategies and policies identified in the General Plan, CAP, and BVSP, and with Mitigation Measure (MM) UTIL-1 (below), which requires the upgrading of specific 6-inch water lines to 8-inch water lines over time as development intensification within the BVSP Area occurs. MM UTIL-1 requires that project applicants secure verification that water service can be provided (i.e., obtain an "Intent to Serve" letter from MPWD).

Number	*Mitigation Measure*
UTIL-1	**Require water line upsizing.** As development intensification occurs throughout the BVSP Area, upgrades from 6-inch to 8-inch water lines will be required as necessary. The existing water lines in the BVSP Area are displayed in Figure 4.13-2, and planned improvements are displayed in Figure 4.13-3. Lines that are anticipated to need upgrades include the 6-inch lines along Old County Road between Masonic Way and Harbor Boulevard, along Ralston Avenue between Old County Road and Elmer Street, along Sixth Avenue between Hill Street and O'Neill Avenue, and along O'Neill Avenue between Sixth Avenue and El Camino Real. The physical improvements will be subject to project- level environmental review as needed.

As projects are built in accordance with the BVSP, Belmont Public Works in conjunction with Mid-Peninsula Water District is required to monitor system capacity and construct necessary upgrades.

There would be no large-scale farming or growing operations as part of the new regulations for cannabis. Retail cannabis sales and distribution would not be expected to use large quantities of water. Individual development projects would be required to include a drought-tolerant landscape plan in accordance with the current MPWD water efficiency in landscape ordinance (WELO). Project applicants would also need to secure an Intent to Serve letter from MPWD, and projects would be required to be meet all applicable CALGreen standards at the time of building permit

issuance. Subject to these measures and implementation of MM UTIL-1, project-specific impacts would be less than significant (Impacts 4.13-2 & 4.13-4).

New Facilities & Capacity - Wastewater

The General Plan EIR indicates that implementation of the proposed General Plan /BVSP would result in future residential, commercial, office, and industrial uses in Belmont, resulting in additional population that would generate additional wastewater. Therefore, wastewater collection, conveyance, and treatment services would increase over current levels. The EIR notes that the Silicon Valley Clean Water (SVCW) treatment plant would have adequate capacity to treat wastewater, but system improvements would be needed to mitigate potential impacts. Specifically, pipe segments downstream of the BVSP Area (MM UTIL-2), and the Shoreway Pump Station (MM UTIL-3) would need to be upsized to address increased wastewater. Implementation of the following mitigation measures would result in less than significant impacts for the buildout of the General Plan/BVSP:

Number	*Mitigation Measure*
UTIL-2	**Require sewer line upsizing.** As development intensification occurs throughout the BVSP Area, approximately 1,675 feet of sewer lines downstream of the BVSP Area will be required to be upsized as a direct result of growth in the BVSP Area. The existing sewer lines in the BVSP Area are displayed in Figure 4.13-5, and planned improvements are displayed in Figure 4.13-6. Lines that are anticipated to need upgrades lie along Masonic Way and Hiller Street.
UTIL-3	**Require upsizing of Shoreway Pump Station.** As development intensification occurs throughout the BVSP Area, the Shoreway Pump Station will be required to be upsized as a direct result of growth in the BVSP Area.

Ongoing study and monitoring of the BVSP Area sewer infrastructure will be performed by the Public Works Department and Silicon Valley Clean Water. Applicants for development projects are required to secure verification that sewer service can be provided, and pay appropriate fees to ensure that new wastewater facilities are constructed to meet performance standards, and to allow for future maintenance. As projects are built in accordance with the BVSP, Belmont Public Works in conjunction with Silicon Valley Clean Water is responsible to monitor system capacity and construct necessary upgrades to the sewer lines and the Shoreway Pump Station over time consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan.

Unlike residential projects and large scale commercial buildings, retail sales and distribution uses are not significant generators of wastewater. The City's standard process include the submittal of sanitary sewer evaluations for individual development projects. The evaluations determine the potential impacts of the project, and provide mitigation measures to ensure that significant impacts (i.e., system deficiencies that result in release of untreated waters) would not occur. Fair share contributions would be required of individual development projects to address the future needs of the system. Subject to the implementation of this standard City process, project specific impacts would be less than significant (Impact 4.13-2 & 4.13-5).

Stormwater Facilities

Stormwater Volume & Capacities
The General Plan EIR indicates that new development under the General Plan/BVSP would allow for the redevelopment of existing developed areas that would generate increased stormwater volumes in portions of Belmont. Increased flows would in turn create a need for new infrastructure in growth areas, to accommodate infiltration of stormwater or to convey stormwater to detention basins to prevent flooding. Construction of new stormwater infrastructure could in and of itself have adverse effects on the physical environment; however, the required improvements would occur within rights-of-way and other already disturbed areas within previously developed areas.

In addition, the BVSP includes policies and guidelines that reduce the need for construction of stormwater drainage facilities. BVSP design guidelines encourage directing stormwater runoff to natural vegetated systems that reduce, filter, or slow the runoff before it makes its way into the storm drainage system. BVSP Policy 5.1-3 ensures that development projects comply with the NPDES Permit requirements, Policy 5.1-5 designs new streetscape and landscaped areas for stormwater management and the efficient use and conservation of water, and Policy 5.1-7 requires development to include low impact development (LID) features to reduce stormwater pollutant loads and increase onsite infiltration.

The sale and distribution of cannabis products from existing facilities would not alter existing drainage patterns or impact stormwater facilities. New construction for individual development projects would require that the applicant submit drainage studies and C-3/C-6 checklists for review by the Public Works Department. These studies and checklists would need to demonstrate that the applicant has implemented LID features to reduce stormwater pollutant loads and increase onsite infiltration to avoid and minimize impacts. Final review of stormwater treatment occurs during the building permit process, and stormwater facilities are required to be maintained per the standard stormwater condition of approval below.

*Stormwater Volume – COA*s

- *The Property Owner shall enter into a Maintenance Agreement with the municipality to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control [and/or Hydro Modification] measures according to the approved Maintenance Plan(s). The Maintenance Agreement shall be recorded for the property.*

Thus, individual development projects, as proposed and conditioned, would comply with NPDES permit requirements, and all relevant General Plan/BVSP Policies designed to reduce stormwater impacts. These projects would be required to implement Urban Design guidelines for Low Impact Development (as applicable), and would convey stormwater to detention basins to prevent flooding. As a result of implementation of the policies and zoning regulations of the BVSP, as well as the General Plan, CAP, and other existing regulations, the impact of these proposed projects would be less than significant (Impact 4.13-3).

Solid Waste

The General Plan EIR indicates that implementation of the General Plan/BVSP would result in additional population and increased solid waste generation within the city. AB 939 requires local governments to divert 50 percent of their community's solid waste, and the recent goal that has been set by CalRecycle of 75 percent recycling, composting, or source reduction of solid waste by 2020. These disposal targets for Belmont were met for both residential and employment disposal for the years 2013-2015.

Given the city's ability to meet its diversion targets, as well as the remaining capacity in area landfills, meeting the collection, transfer, recycling, and disposal needs of the projected population anticipated in the General Plan/BVSP is not expected to exceed existing permitted solid waste disposal capacity. In addition, the General Plan/BVSP and CAP contain policies for new development that require participation in all recycling, hazardous waste reduction, and solid waste diversion programs in effect at the time of issuance of building permits.

The City requires that applicants for new development projects submit plans and materials that provide details for collecting trash, compost, and recycling. The City's trash and recycling hauler review the plans and determined the appropriate levels service for the project. The hauler also verifies compliance with the plan and state law requirements for recycling and composting. Thus, with implementation of the policies and zoning regulations of the BVSP, as well as the General Plan, CAP, and other existing regulations (state law), the impacts of individual development projects would be less than significant (Impact 4.13-6 & Impact 4.13-7).

Determination

None of the conditions requiring preparation of a subsequent Environmental Impact Report (EIR) or negative declaration have occurred: 1) the potential development associated with establishing potential Cannabis Overlay District zoning for retail sales and distribution of cannabis products along South El Camino Real is within the buildout of the EIR, and thus no substantial changes are required to the EIR analysis; 2) the environmental setting of the Project Area and the relevant land use regulations adopted remain generally unchanged since the Original Project was approved in November 2017. In addition, there has been no large-scale commercial development approved in the BVSP Area or the City at large, and the circumstances under which the General Plan EIR was adopted have not changed; and 3) there is no new information that was not known at the time the impacts were analyzed in the General Plan EIR, and individual development projects undertaken within the potential overlay district would not result in any significant impacts not considered under the original EIR. Therefore, as provided by the California Environmental Quality Act (CEQA), this Addendum is the appropriate documentation to address the changes, if any, made by the Project.

1 Executive Summary

EXHIBIT 1 TO ATTACHMENT 5

This Draft Environmental Impact Report (EIR) evaluates the potential impacts of the proposed City of Belmont General Plan (General Plan), Phase I/Interim Zoning (Phase I Zoning), Belmont Village Specific Plan and associated zoning regulations (BVSP), and Climate Action Plan (CAP), which together constitute the Proposed Project.[1] The Proposed Project was developed in response to policy direction provided by the City Council and the Planning Commission as well as community concerns identified through an extensive public participation and outreach program, including newsletters, community workshops and public meetings in 2014-2017. The City of Belmont is the lead agency for this EIR, as defined by the California Environmental Quality Act (CEQA). As the lead agency, the City is required to evaluate the potential effects of the Proposed Project in an EIR.

An EIR is intended to inform decision-makers and the general public of the potential significant environmental impacts of a proposed project. The EIR also identifies mitigation measures to minimize significant impacts and evaluates reasonable alternatives to the proposed project that may reduce or avoid one or more significant environmental effects. These alternatives must include a "No Project" alternative that represents the result of not implementing the project and a range of reasonable alternatives to the project, which would feasibly attain most of the basic objectives but would avoid or substantially lessen any of the significant effects of the project.[2] Based on the alternatives analysis, an environmentally superior alternative is identified.

This EIR is a program EIR that examines the potential effects resulting from implementing designated land uses and policies in the Proposed Project. The impact assessment evaluates the Proposed Project as a whole and identifies the broad, regional effects that may occur with its implementation. As a programmatic document, this EIR does not assess site-specific impacts. Any future development project made possible by the Proposed Project will be subject to individual, site-specific environmental review, as required by State law.

PROPOSED PROJECT

The Proposed Project consists of the proposed General Plan, Phase I Zoning, BVSP, and CAP. The proposed General Plan is intended to replace the existing Belmont General Plan, which was last updated in 1982. The General Plan is composed of goals, policies, a land use diagram, and other graphic figures and maps (e.g. open space systems, a transportation network, and public facilities) to guide future development within the City's boundaries, through the year 2035. The General Plan

[1] Throughout this document, the term "proposed City of Belmont General Plan" is used interchangeably with "proposed General Plan," and all four of the proposed City of Belmont General Plan, Phase I/Interim Zoning, Belmont Village Specific Plan, and Climate Action Plan are referred to as the "Proposed Project."

[2] CEQA Guidelines 15126.6(a)

update is comprehensive, and includes all State-required elements other than the Housing Element, which was last updated in 2015 and is not part of the Proposed Project.

Following adoption of the General Plan, the City intends to undertake a comprehensive zoning update to implement the proposed General Plan's policies and actions. The first step in that process is the Phase I Zoning, which provides a zoning framework and review process that will ensure that new development conforms to proposed General Plan policies and land use designations immediately following General Plan adoption. The Phase I Zoning provides a legal basis to require conformity and, conversely, enable the City to modify or deny nonconforming projects.

Along with the preparation of its General Plan Update, the City of Belmont undertook a parallel planning process for the area known as Belmont Village. Belmont Village is currently the primary development focus of the City. It has been designated a "Priority Development Area" by the Metropolitan Transportation Commission and the Association of Bay Area Governments due to its potential to support new housing and employment near transit. This designation qualifies the City to receive funding to develop a Specific Plan for the area, as well as potential future additional grants for specific projects and public improvements consistent with the Specific Plan. Currently, Belmont has an analogous Plan: the Downtown Specific Plan. Adopted in 1990 and amended in 1995, the Downtown Specific Plan will be replaced by the Belmont Village Specific Plan.

Additionally, Belmont has prepared its first Climate Action Plan (CAP), a comprehensive plan for addressing a community's greenhouse gas (GHG) emissions. A CAP, or similar qualified greenhouse gas reduction strategy, can serve as a mitigation strategy under CEQA for GHG/climate change impacts associated with a proposed project. Belmont's CAP aligns with the Belmont General Plan Update and the Belmont Village Specific Plan. Specifically, the CAP quantifies existing and projected GHG emissions in the General Plan Update Planning Area[3] through horizon year 2035 resulting from activities within the Planning Area and the region, and it includes 2035 reduction targets. The CAP also contains a suite of quantified reduction strategies, performance standards, and a framework for implementation to achieve the required reduction. Once the CAP is adopted, projects consistent with the proposed General Plan (and the BVSP, if applicable) and CAP will undergo a streamlined process for mitigation of GHG emissions under CEQA, pursuant to CEQA Guidelines §15183.5.

The City of Belmont is situated in San Mateo County, halfway between San Francisco and San Jose. Belmont is bisected by El Camino Real, Alameda de las Pulgas, and Caltrain tracks (the peninsula commuter rail line and transportation corridor running in a north-south direction). Ralston Avenue connects the city and the region in an east-west direction from Highway 92/Interstate 280 to Highway 101. The city is within easy driving distance of the Pacific coast, three major airports, and major employment centers including San Francisco, Silicon Valley, and the East Bay. Belmont Village is located inside the Planning Area within city limits, and it encompasses approximately 80 acres centered around the intersection of El Camino Real and Ralston Avenue.

[3] Throughout this document, the term "Planning Area" is used to refer to the General Plan Update Planning Area. The Belmont Village Specific Plan Planning Area is referred to as the "BVSP Area."

Key Features of the Proposed Project

General Plan

The maps and policies in the General Plan are structured around the following key vision statements. An ongoing public participation process has provided opportunities for community input to the Belmont General Plan Update. Early in the planning process, the community was engaged through a citywide survey, workshops, community conversations and stakeholder interviews to establish priorities for future planning, resulting in the following vision statements that have been affirmed through subsequent input from the public and decision-makers.

Distinctive Community Development

- Belmont prides itself on being unique.
- Its small-town ambiance sets itself apart as a tranquil, inclusive, safe and desirable place to live, work and play.
- We get involved in town matters because we care about living here.
- We connect with each other in all kinds of gathering places.
- We value and celebrate a strong commitment to diversity, inclusion, safety, equality and dignity for all individuals in Belmont.
- Our strong sense of community and enjoyment of the town's assets and activities deepen as we become better informed and connected.

Easy *Mobility*

- We put a priority on getting out of, into, and through town efficiently.
- Bicyclists, walkers, and other non-drivers get where they are going easily and safely.
- We require safe residential streets and smooth flowing thoroughfares.

Natural Beauty

- We choose to make our home among these beautiful hills, trees, parks, views, and open spaces.
- Our natural surroundings inspire us to play, create, and contemplate.
- Our actions today preserve and enhance Belmont's beauty to make it even lovelier for our grandchildren.
- Our wooded residential areas are diverse, peaceful, and well maintained.

Thriving Culture

- Belmont is a wonderfully safe, culturally diverse and supportive place to raise a family.
- We facilitate lifelong learning in our academic, artistic, athletic, and social dimensions and we thrive on interconnection with the rest of the world.
- Our schools and library are the pride of the community.
- Our university is intrinsic to Belmont's social, artistic, and economic life.
- The arts thrive in this creative, appreciative town - the arts hub of the peninsula.
- Our history makes Belmont what it is, and we preserve that heritage for our children.

Thriving Economy

- A charming, vibrant town center is at the heart of our civic and economic life.
- Our economy prospers with a mix of attractive, successful businesses that fit with our community character.
- We look first in our town shops and restaurants for what we need.
- Education, arts, and the economy flourish in concert.

The General Plan Update comprises the following chapters, meeting the requirements for general plans under California Government Code §65302 for elements that a general plan must contain.

Each element of the Plan includes goals, policies, and actions, which together articulate a vision for Belmont. Goals define an ideal future related to the public health, safety, or general welfare of the community; they set directions for policies. Policies are specified ends or conditions that are an intermediate step towards attaining a goal; they are specific statements to guide decision-making. Actions are implementation measures that the City will undertake to accomplish the objective of the policy.

1. Introduction
2. Land Use Element
3. Circulation Element
4. Parks, Recreation, and Open Space Element
5. Conservation Element
6. Safety Element
7. Noise Element

Phase I Zoning

As stated above, the Phase I Zoning is the first step in implementing the General Plan land use regulations and policy direction. The Phase I Zoning provides a legal basis to require conformity and, conversely, enable the City to modify or deny nonconforming projects.

The Phase I Zoning includes the following elements:

1. **Amend Section 2, Definitions.** Provides additional definitions and adds rules for height measurement.
2. **Amend Section 3, Zoning Districts Established.** Adds Regional Commercial (RC), Corridor Mixed Use (CMU), Harbor Industrial Area (HIA-1 and HIA-2), Open Space Privately-Owned (OS-PO), and Public and Semi-Public (PS) zoning districts.
3. **Amend Section 5, Commercial Districts.** Replaces Section 5.4, "Highway Commercial District or C-3 District," with a new Section 5.4, "Regional Commercial or RC District."
4. **Add Section SA, Corridor Mixed Use District.** Provides regulations for the new CMU District.
5. **Add Section SB, Harbor Industrial Area.** Provides regulations for the new HIA-1 and HIA-2 Districts.

6. **Add Section SC, Public/Semi-Public District.** Provides regulations for the new PS District.
7. **Repeal Section 7, Agricultural.** Removes the Agricultural and Open Space District.
8. **Add Section 6C, Open Space Privately-Owned District.** Provides regulations for the new OS-PO District.
9. **Add Section 7A, Off-street Parking and Loading in Commercial Mixed Use and Regional Commercial Districts.** Provides off-street parking and loading regulations that apply to the CMU and RC Districts.
10. **Amend Section 9.5, Uses - Exceptions and Provisions.** Add Section 9.5.2 on Recycling Collection Facilities.
11. **Amend Section 10, Planning Procedures.** Add 10.6 on General Plan Conformity, Procedures.
12. **Appendix A: Guidelines for Establishing Peak Hour Trip Credits for TDM Measures.** Specifies how many peak hour trips will be credited for each of a series of Transportation Demand Management (TDM) measures.

Belmont Village Specific Plan

The BVSP meets requirements of California Government Code §65451 governing the contents of specific plans. It includes the following chapters:

1. **Introduction and Background.** Provides project background and purpose, vision statement and guiding principles, a summary of community outreach, legal context, and plan organization.
2. **Land Use.** Presents key features of the Village Planning Area, the Land Use Diagram and classifications, density and intensity standards, potential new development at BVSP buildout, affordable housing strategies, and historic resources.
13. **Mobility.** Addresses pedestrian and bicycle connectivity, automobile circulation, transit and transportation demand management measures, and parking strategies.
14. **Urban Design.** Provides guidance for the development of the built environment in the Planning Area, from streetscape improvements and wayfinding, to detailed development standards and building design guidelines. In addition, the chapter presents illustrative concepts for three areas in the Village.
15. **Infrastructure and Public Services.** Includes direction for public utilities and services to ensure all development in the Planning Area is accommodated by adequate city infrastructure and services. Describes the park, school, and community facilities in the Planning Area to serve current and future residents.
16. **Environmental Sustainability, Health, and Safety.** Addresses key environmental issues that will potentially have an impact on the design and location of new development, including hydrology and flooding, geology and seismicity, hazardous materials and air contaminants, biological resources, and noise.
17. **Implementation.** Outlines measures for consistency with the General Plan and Municipal Code, phasing, implementation mechanisms, and financing strategies for infrastructure and public improvements identified in the Plan.

Appendix - Village Zoning. Provides zoning regulations that will implement the Belmont Village Specific Plan.

The Belmont Village Specific Plan's Vision Statement is as follows: "Realize Belmont Village's potential as the City's center of civic life with a unique sense of place. Create an attractive, vibrant, mixed use town center for Belmont, offering shopping, restaurants, entertainment, employment, and residential uses in a compact, pedestrian-oriented setting. Enhance pedestrian and bicycle connections so that residents, visitors, and workers can walk, bike, and take transit. Design streets and public spaces to create a lively and attractive public realm with a distinctive identity."

Climate Action Plan

The CAP includes the following chapters:

1. **Introduction and Background.** Provides project background and purpose, overview of climate science, projected San Francisco Bay Area climate impacts, and State policy and regulatory context. It also provides an overview of regional efforts, local efforts, and the process of creating the CAP.
2. **Greenhouse Gas Inventory and Forecast.** Describes inventory sources and data collection process. Provides baseline emissions inventory for 2005, followed by emissions forecasts for 2020 and 2035. It concludes with emission reduction targets.
3. **Climate Action Strategies.** Provides climate action strategies to reduce greenhouse gas emissions, including goals and measures related to energy, transportation, land use, and solid waste. Also describes climate adaptation strategies.
4. **Implementation.** Prioritizes measures for emission reduction strategies, describes the results of the measure prioritization, summary of the measures, and how the emission targets will be met. Also describes the management strategy for GHG reductions, how to involve the public, and the timeline.
5. **Monitoring and Improvement.** Describes the efforts the City will take to monitor progress towards emissions targets.
6. **Conclusion.** Summarizes the purpose of the CAP and its key strategies.

Estimated Buildout of the Proposed General Plan and Specific Plan

General Plan

Full development under the General Plan is referred to as "buildout." Although the General Plan envisions policies and land use intentions in the Plan to be realized by 2035, the year is not intended to be certain; nor does the designation of a site for a certain use necessarily mean the site will be built or redeveloped with that use in the next 20 years. The Land Use Element of the proposed General Plan provides a more detailed analysis of General Plan buildout.

In 2013, the Planning Area's population was approximately 26,400. Table ES-I shows that the population in the Planning Area is expected to grow by about 4,100 people by 2035, which is an increase of 15.5 percent from the population 2013 and an annual growth rate of 0.7 percent. By 2035, total households are expected to increase by 1,500 households, or 13.8 percent, with an annual

growth rate of 0.6 percent. About 3,300 new jobs are expected in the Planning Area in 2035, a 32.7 percent increase from the total jobs in 2013, with an annual growth rate of 1.3 percent.

Table ES-I: Projected Growth in Planning Area, Belmont General Plan, 2013-2035

	2013	*2035*
Population	26,400	30,500
Households	10,900	12,400
jobs	10,100	13,400

Sources: 2013 figures: C/CAG-VTA 2040 Model; Dyett & Bhatia; Kittelson & Associates, Inc. 2016. 2035 figures: C/CAG-VTA 2040 Model; Dyett & Bhatia; Kittelson & Associates, Inc. 2016.

Specific Plan

Like the Belmont General Plan Update, the BVSP uses a horizon year of 2035, and the growth projected to occur within the BVSP Area is included in the Belmont General Plan Update growth projections; i.e., the following growth projections do not increase the total growth planned for or permitted under the Belmont General Plan Update.

In 2013, Belmont Village had approximately 670 people in 340 housing units, and 1,440 jobs in 679,000 square feet. Table ES-2 summarizes the net total buildout within Belmont Village (the sum of existing development, current development projects, and net new development). About 560 new residential units are expected, increasing the total housing units to just under 900; with a population increase of about 1,100 residents, the total population is expected to be about 1,800. Nearly 365,000 square feet of new non-residential development is expected by 2035, bringing the total amount of non-residential development in the Village to about 1,044,000 square feet. Growth of about 1,000 new jobs is expected, increasing the total to about 2,450 employees in the area.

Table ES-2: Projected Growth in Belmont Village Specific Plan Area, 2013-2035

	2013	*2035*	*2013-2035 Growth*
Total Population	670	1,780	**1,110**
Total Housing Units	340	890	560
Total jobs	1,440	2,450	910
Total Non-Residential Square Feet	679,000	1,044,000	364,800

Source: Dyett and Bhatia, 2016.

Alternatives to the Proposed General Plan

The following alternatives are described and evaluated in this EIR:

Alternative I: Balanced Mixed Use

This alternative was designed to provide a more balanced jobs/housing ratio, representing a more even balance between commercial and residential development, in the Planning Area both in total and by neighborhood (where possible), which in turn has the potential to reduce total vehicle miles traveled by allowing more residents of the Planning Area to have the opportunity to live closer to retail and commercial destinations. A better match between commercial and residential land uses is achieved relative to the Proposed Project in part through two additional mixed-use nodes (outside of the BVSP Area) along Ralston Avenue, and more housing within close proximity to Notre Dame de Namur University (NDNU). Within the BVSP Area, more intense mixed use housing opportunities are created throughout the district, and a "live/work" land use designation is also introduced and applied to a cluster of parcels east of the Caltrain tracks and south of Ralston Avenue. These changes in total result in potential for a more even balance of residential to commercial development in the BVSP Area than the Proposed Project.

No *Project Alternative*

The purpose of evaluating the No Project Alternative is to allow decision-makers to compare the potential impacts of approving the project with the potential impacts of not approving the project. The No Project analysis discusses both the existing conditions at the time the NOP is published as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved. The No Project scenario represents the continuation of the current General Plan (last updated in 1982) and Downtown Specific Plan (adopted in 1990 and amended in 1995) land use designations, with no Climate Action Plan in effect. It assumes that the existing General Plan, Zoning Ordinance, and Downtown Specific Plan would continue to guide development in the Planning Area until buildout in 2035. In relationship to the Proposed Project, the No Project Alternative:

- Has different land uses;
- Densities/intensities are lower, and mixed-use development and development of centers and walkable communities is not promoted to the level in the Proposed Project;
- Is based on a different set of core values/goals and objectives;
- Has lower residential capacity; and
- Has reduced alternate modes of transportation, connectivity, and street capacity.

Areas of Controversy

Although there are no clear-cut areas of controversy, environmental impacts classified as significant and unavoidable have been identified in the resource topics of air quality and transportation, and inasmuch as they may be controversial to the general public, agencies, or stakeholders, they are described briefly here.

AIR QUALITY

The Proposed Project would not conflict with the BAAQMD's *2010 Clean Air Plan.* Each plan includes numerous polices that would support the primary goals of the *2010 Clean Air Plan,* including attainment of ambient air quality standards. The proposed General Plan and BVSP policies also incorporate all applicable control measures outlined under the *2010 Clean Air Plan,* and would not hinder their implementation. Further, with implementation of the proposed General Plan and proposed Climate Action Plan (another element of the Proposed Project), per capita emissions will be lower than forecasted for the Planning Area under the *2010 Clean Air Plan,* which will further help the region attain the ambient air quality standards.

While the proposed General Plan and the BVSP would be consistent with BAAQMD's regional air quality strategy, individual development projects may still generate construction and operational emissions in excess of BAAQMD's project-level thresholds. Mitigation Measures AQ-1 through AQ-4 would reduce construction-related emissions, and Mitigation Measure AQ-5 would address operational-related emissions. Implementation of the comprehensive suite of proposed General Plan and BVSP policies would also reduce the severity of growth-oriented criteria pollutants by reducing VMT, encouraging transit, fostering bicycle and pedestrian infrastructure, and supporting sustainable land use patterns, including mixed-use design and increased density. However, as described below, even with implementation of the proposed General Plan and BVSP policies and the recommended mitigation measures, impacts from short-term construction and long-term operation would remain significant and unavoidable. These emissions would also result in a cumulatively considerable air quality impact within the SFBAAB.

The proposed General Plan and BVSP may expose sensitive receptors to substantial TAC concentrations. Based on an inventory of existing stationary, roadway, and railway sources, several locations within the planning areas include sources currently in excess of BAAQMD's project-level and cumulative health risk thresholds. The proposed General Plan and BVSP both include policies to minimize risks to future residents. Operation of new stationary sources developed under the plans would be subject to the permit authority of the BAAQMD, which prohibits sources with health risks in excess of air district thresholds. Construction activities of future development may expose existing and future receptors to significant health risks. Mitigation Measures AQ-1 and AQ- 2 would reduce construction-related emissions, and Mitigation Measure AQ-6 would provide a project-level evaluation of construction-related health risks from future projects within 1,000 feet of sensitive receptors. Despite these measures, there may be instances where project-specific conditions preclude the reduction of health risks below adopted thresholds, resulting in a significant and unavoidable impact.

Neither demolition activities nor increased traffic associated with the proposed General Plan and BVSP would expose receptors to significant pollutant concentrations. Specifically, demolition

activities would be required to comply with BAAQMD Regulation XI, Rule 11-2 for the control of asbestos containing material (ACM). CO screening and modeling indicate that traffic volumes under the proposed General Plan and BVSP would not result in CO concentrations in excess of the state or federal 1- or 8-hour CO standards.

Development under the proposed General Plan and BVSP would not create objectionable odors affecting a substantial number of people. Impacts associated with odors during construction and operation would be less than significant.

NOISE

The Proposed Project would result in both short-term and long-term changes to the existing noise environment in the Planning Area. Construction noise associated with future development that would be supported by the Proposed Project could expose sensitive receptors to noise levels that exceed the noise standards set forth in both the existing and proposed General Plan. Compliance with the time-of-day restrictions and noise muffling requirements for new construction in the City's Noise Ordinance, as well as the noise-reducing policies included in the proposed General Plan and BVSP, would reduce impacts on sensitive receptors to the extent feasible. However, even with these measures, it may not be feasible in all cases to mitigate construction noise of individual projects to a less-than-significant level. Thus, impacts from construction noise would be significant and unavoidable.

Similarly, long term operational noise from traffic, trains, and stationary sources could also increase compared to existing conditions, but would be limited in area through implementation of the policies of the proposed General Plan and BVSP. Changes in traffic noise as a result of the Proposed Project would be above the General Plan noise exposure standards for single-family residential uses in some locations as compared to existing conditions. This impact would be significant and unavoidable.

Construction activity could expose people to excessive groundborne vibration. Proposed General Plan policies would require that developers mitigate any vibration impacts on sensitive land uses to the extent feasible. However, even with these measures, it may not be feasible in all cases to mitigate vibration from individual construction projects to a less-than-significant level at all sensitive receptors. Thus, impacts from construction vibration would be significant and unavoidable.

Similarly, the development of sensitive land uses in areas with substantial vibration from trains could be significant. Proposed General Plan and BVSP policies would require future development along the Caltrain tracks to incorporate mitigation to reduce vibration, which would reduce impacts. However, even with these measures, it may not be feasible in all cases to mitigate perceived vibration at all sensitive receptors. However, CEQA does not require analysis of impacts of the existing environment on a project pursuant to the California Supreme Court decision in *California Building Industry Association vs. Bay Area Air Quality Management District (CBIA v. BAAQMD).* Therefore, this impact would not be significant for CEQA purposes.

The Proposed Project area is not located within areas of excessive noise from either the San Carlos Airport or the San Francisco International Airport and no significant impacts are expected with respect to aircraft noise.

TRANSPORTATION

Buildout of the Proposed Project in 2035 would result in added traffic demand within the Planning Area as well as regional roadways. Although the proposed Plans include roadway infrastructure improvements, increases in traffic demand would be expected to cause 35 of the 45 study intersections to exceed the thresholds of significance defined by the City and/or the City/County Association of Governments of San Mateo County (C/CAG):

- Ralston Avenue/SR 92 Westbound Ramps
- Ralston Avenue/SR 92 Eastbound Ramps
- Ralston Avenue/Hallmark Drive
- Ralston Avenue/Belmont Canyon Road
- Ralston Avenue/Tahoe Drive
- Ralston Avenue/Davis Drive
- Ralston Avenue/Cipriani Drive
- Ralston Avenue/Alameda de las Pulgas
- Ralston Avenue/Notre Dame Avenue
- Ralston Avenue/Chula Vista Drive
- Ralston Avenue/Notre Dame University Road
- Ralston Avenue/South Road
- Ralston Avenue/Sixth Avenue
- Ralston Avenue/El Camino Real
- Ralston Avenue/Old County Road
- Ralston Avenue/Elmer Street
- Ralston Avenue/Hiller Street
- Ralston Avenue/US 101 Southbound Ramps
- Ralston Avenue/US 101 Northbound Ramps - Island Parkway
- Marine Parkway/Shoreway Road - Oracle Parkway
- Alameda de las Pulgas/Carlmont Drive
- Alameda de las Pulgas/Chula Vista Drive
- El Camino/Davey Glen Road
- El Camino Real/Middle Road
- El Camino Real/Flashner Lane
- El Camino Real/Emmett Avenue
- El Camino Real/Waltermire Street
- El Camino Real/O'Neill Avenue
- El Camino Real/Harbor Boulevard (North)
- El Camino Real/Harbor Boulevard (South)
- Old County Road/Masonic Way
- Old County Road/O'Neill Avenue
- Old County Road/Harbor Boulevard
- Fifth Avenue/O'Neill Avenue
- Sixth Avenue/O'Neill Avenue

The improvements necessary to mitigate the impacts at the study intersections would require the acquisition of significant right-of-way to construct additional turn or travel lanes and extensive traffic signal modification. However, the addition of through or turn lanes and traffic signal modification would result in secondary impacts, including increasing vehicle miles traveled; non-compliance with policies contained within adopted plans, and active mode accessibility; and fiscal

constraints due to the need to acquire right-of-way along built out corridors, resulting in significant and unavoidable impacts.

The Proposed Project is also anticipated to result in significant impacts to the C/CAG Congestion Management Program (CMP) Arterial Roadway Network. El Camino Real is expected to operate at LOS E north of Ralston Avenue and LOS F south of Ralston Avenue during the p.m. peak hour. As part of the proposed Project there would not be a reduction in travel lanes or other changes to the roadway configuration that would affect arterial segment performance. The Project would be expected to cause the intersection of El Camino Real/Ralston Avenue to operate at LOS F during both a.m. and p.m. peak hours, and the Project would add trips to the CMP roadway and exceed the LOS criteria established by C/CAG. In order to reduce the Proposed Project's impact on the El Camino Real roadway segments, additional travel lanes along the corridor would need to be constructed to provide sufficient capacity to serve traffic demand. The addition of through lanes would result in secondary impacts, including increasing VMT; non-compliance with policy contained within the Grand Boulevard Initiative, Complete Streets initiatives, and active mode accessibility; and fiscal constraints due to the need to acquire right-of-way along built out corridors, resulting in significant and unavoidable impacts.

The Proposed Project would be expected to result in significant impacts to the C/CAG CMP Freeway Network. The Proposed Project is expected to result in more than a one percent increase in volume on all freeway segments operating deficiently under Existing Conditions. On the freeway segments operating acceptably under Existing Conditions, the projected traffic volumes would be expected increase the volume-to-capacity ratio above 1.00, resulting in LOS F operations. The following segments would be expected to operate deficiently:

- US 101 from East Hillsdale Boulevard to Ralston Avenue (Northbound and Southbound)
- US 101 from Ralston Avenue to Harbor Boulevard (Southbound Only)
- US 101 from Harbor Boulevard to Holly Street (Southbound Only)
- US 101 from Holly Street to Ralston Avenue (Northbound Only)
- SR 92 from Mariners Island Boulevard to US 101
- SR 92 from US 101 to El Camino Real
- SR 29 from El Camino Real to Alameda de las Pulgas
- SR 92 from Alameda de las Pulgas to West Hillsdale Boulevard
- SR 92 from De Anza Boulevard to Ralston Avenue
- SR 92 from Ralston Avenue to 1-280
- 1-280 from Bunker Hill Drive/SR 35 to SR 92
- 1-280 from SR 92 to Edgewood Road

In order to reduce the Project's impacts on the study freeway segments, additional travel lanes on the freeway segment would need to be constructed to provide sufficient capacity to serve traffic demand. However, the addition of through lanes would result in secondary impacts, including increasing VMT and fiscal constraints due to the need to acquire right-of-way along built out corridors, resulting in significant and unavoidable impacts.

Increased congestion along El Camino Real and other roadways in the study area could affect emergency vehicle response times, especially during AM and PM Peak-Hour commute times. To the same extent that the Project would affect average vehicle delay, there could be a corresponding change to the response times for emergency vehicles traveling through these locations; therefore,

the impact of the Proposed Project on emergency access would be considered potentially significant. Signal priority preemption equipment and strict adherence to emergency vehicle passing priority under state law could reduce the Project's impact on emergency access; however, these mitigation measures cannot be accurately quantified, resulting in significant and unavoidable impacts.

Impacts Summary and Environmentally Superior Alternative

IMPACTS SUMMARY

Table ES-3 presents the summary of the significant impacts of the Proposed Project identified in the EIR and the Proposed Project policies and mitigation measures that reduce these impacts to the extent possible. Detailed discussions of the impacts and proposed policies that would reduce impacts are in Chapter 4.

IDENTIFICATION OF ENVIRONMENTALLY SUPERIOR ALTERNATIVE

As discussed in the comparative analysis in Chapter 5 of this Draft EIR, once the No Project Alternative is set aside (as provided by CEQA), Alternative 1 is the sole remaining alternative, and is therefore identified as the environmentally superior alternative.

In comparison to the Proposed Project, Alternative 1 would support more housing and fewer jobs, which would result in a more balanced jobs/housing ratio. Because the analysis of the Proposed Project showed notable VMT reductions at the TAZ level in areas of high density mixed use, the original intention of the design of Alternative 1 was to create additional nodes of mixed use development in order to further reduce VMT, and, subsequently, air quality and greenhouse gas-related impacts. Housing is more evenly distributed throughout the Planning Area in Alternative 1, creating more of these mixed-use nodes and opportunities for shorter vehicle trips. While this balance does decrease VMT per service population relative to both the Proposed Project and the No Project Alternative by reducing trip lengths and the number of daily trips per service population, and would result in increased pedestrian/bicycle activity and transit ridership, the increased residential development in Alternative 1 would still result in higher total VMT in the Planning Area and thus greater localized impacts to air quality and traffic congestion in the Planning Area, as well as greater impacts to energy, GHGs, and climate change. Overall, the Proposed Project would have less of an impact than Alternative 1.

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
Aesthetics		
4.1-1 Implementation of the Proposed Project will not have a substantial adverse effect on a scenic vista.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.13-1, 2.13-3, 2.13-7, 2.14-3, 2.14-4, 3.4-6, 4.4-1, 4.4-3, 4.5-4, 5.3-7 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL1 ***Mitigation Measures*** None required.	Less than significant
4.1-2 Implementation of the Proposed Project would not damage scenic resources visible from state- or county-designated or eligible scenic highways.	***Mitigation Measures*** None required.	No Impact
4.1-3 Implementation of the Proposed Project could substantially degrade the existing visual character or quality of the Planning Area and its surroundings.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.4-1, 2.4-3, 2.5-4, 2.5-7, 2.6-6, 2.13-2, 2.13-3, 2.13-7, 3.4-5 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Corridor Mixed* Use *District design standards* *Regional Commercial District design standards* *Harbor Industrial Area District design standards*	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact *Urban Design Chapter development standards and design guidelines* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2 ***Mitigation Measures*** None required.	
4.1-4 Implementation of the Proposed Project could create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.13-4, 5.3-6 ***Proposed Phase I Zoning Provisions that Would Reduce the Impact*** The proposed Phase I Zoning amendments introduce a definition for "full cutoff lighting." ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Policies that Would Reduce the Impact*** EMI	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Mitigation Measures None required.	
Air Quality		
4.2-1 Implementation of the Proposed Project would not conflict with or obstruct implementation of the applicable air quality plan.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-2, 2.5-6, 2.7-2, 2.13-6, 2.15-1, 3.1-2, 3.1-3, 3.1-4, 3.1-5, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-9, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-2, 3.7-3, 3.7-4, 3.7-6, 3.7-7, 3.8-1, 5.3-8, 5.10-1, 5.10-2, 5.10-4, 5.10-6, 5.11-1 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Section BA.*7 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** ECl, EC2, EC4, ECS, EM3, EMS, Al, TLl, TL2, TL3, TMl, TM2, TM4 ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
4.2-2 Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.10-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** AQ-1, AQ-2, AQ-3, AQ-4	Significant and Unavoidable
4.2-3 Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during operation.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-2, 2.5-6, 2.7-2, 2.13-6, 2.15-1, 3.1-2, 3.1-3, 3.1-4, 3.1-5, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-9, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-2, 3.7-3, 3.7-4, 3.7-6, 3.7-7, 3.8-1, 5.3-8, 5.10-1, 5.10-2, 5.10-4, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10	Significant and unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10 ***Mitigation Measures*** AQ-5	
4.2-4 Implementation of the Proposed Project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-2, 2.5-6, 2.7-2, 2.13-6, 2.15-1, 3.1-2, 3.1-3, 3.1-4, 3.1-5, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-9, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-2, 3.7-3, 3.7-4, 3.7-6, 3.7-7, 3.8-1, 5.3-8, 5.10-1, 5.10-2, 5.10-4, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10	Significant and unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, AQ-5	
4.2-5 Implementation of the Proposed Project would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.10-5, 5.10-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-9 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** AQ-6	Significant and unavoidable
4.2-6 Implementation of the Proposed Project would not expose sensitive receptors to substantial carbon monoxide pollutant concentrations from increased traffic.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.15-1, 3.4-3, 3.4-10 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 3.2-10, 3.2-24, 3.2-26	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL2, TL3 ***Mitigation Measures*** None required.	
4.2-7 Implementation of the Proposed Project would not create objectionable odors affecting a substantial number of people.	***Proposed General Plan Policies that Would Reduce the Impact*** There are no strategies in the proposed General Plan that relate to this topic. ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no strategies in the Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than significant
***Biological* Resources**		
4.3-1 Implementation of the Proposed Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a	***Proposed General Plan Policies that Would Reduce the Impact*** 2.14-3, 4.4-1, 4.4-6, 4.5-2, 4.5-3, 4.5-4, 5.1-1, 5.1-2, 5.1-3, 5.1-4, 5.3-1, 5.3-2, 5.3-3, 5.3-4, 5.4-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
candidate, sensitive, or special-status species in local or regional plans, policies, or regulations; by the California Department of Fish and Wildlife; or by the U.S. Fish and Wildlife Service.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1, 6.2-2, 6.3-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLl ***Mitigation Measures*** None required.	
4.3-2 Implementation of the Proposed Project would not have a substantial adverse effect on riparian habitat or other sensitive natural communities identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	***Proposed General Plan Policies that Would Reduce the Impact*** 4.5-2, 5.4-3, 5.3-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1, 6.2-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLl ***Mitigation Measures*** None required.	Less than Significant
4.3-3 Implementation of the Proposed Project would not have a substantial adverse effect on federally protected	***Proposed General Plan that Would Reduce the Impact*** 5.3-2, 5.4-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1, 6.2-2, 6.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.3-4 Implementation of the proposed Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.3-4, 5.4-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.3-5 Implementation of proposed General Plan would not conflict with local policies or	***Proposed General Plan Policies that Would Reduce the Impact*** 2.4-2, 4.5-4	No Impact

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
ordinances protecting biological resources, such as a tree preservation policy or ordinance.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.3-6 Implementation of the Proposed Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.	***Mitigation Measures*** None required.	No Impact
***Cultural* Resources**		
4.4-1 Implementation of the Proposed Project would not cause a substantial change to the significance of a historical resource, defined as physical demolition, destruction, relocation, or alteration	***Proposed General Plan Policies that Would Reduce the Impact*** 2.23-1, 2.23-2, 2.23-3, 2.23-4, 2.2-1, 2.2-3 ***Proposed Climate Action Plan Measures that would Reduce the Impact*** 2.2-1, 2.2-3	Less than Significant with Mitigation

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
of the resource or its immediate surroundings such that the significance of a historic resource would be materially impaired (Guidelines Section 15064.5).	***Mitigation Measures*** CULT-I, CULT-2	
4.4-2 Implementation of the Proposed Project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5.	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2 ***Proposed Climate Action Plan Measures that would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	Less than Significant
4.4-3 Implementation of the Proposed Project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that would Reduce the Impact There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	
4.4-4 Implementation of the Proposed Project would not disturb any human remains, including those interred outside of formal cemeteries.	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2 ***Proposed Climate Action Plan Measures that would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	Less than Significant
4.4-5 Implementation of the Proposed Project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that meets the criteria set forth in subdivision (a) of Public Resources Code section 21074.	***Proposed Climate Action Plan Measures that would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	
Geology, Soils and Seismicity		
4.5-1 Implementation of the Proposed Project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure,	***Proposed General Plan Policies that Would Reduce the Impact*** 3.4-6, 4.4-3, 5.2-1, 6.1-1, 6.1-2, 6.1-3, 6.1-4, 6.1-5, 6.1-6, 6.1-8, 6.1-9, 6.1-10, 6.1-11 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
including liquefaction; and landslides.	***Mitigation Measures*** None required.	
4.5-2 Implementation of the Proposed Project would not result in substantial soil erosion or topsoil loss.	***Proposed General Plan that Would Reduce the Impact*** 3.4-6, 6.1-2, 6.1-5, 6.1-6 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.5-3 Implementation of the Proposed Project would not locate structures on expansive soils or on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse and create	***Proposed General Plan Policies that Would Reduce the Impact*** 6.1-1, 6.1-2, 6.1-3, 6.1-4, 6.1-5, 6.1-6 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
substantial risks to life or property.		
4.5-4 Implementation of the Proposed Project would not result in soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.7-4 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	No Impact
Energy, Greenhouse Gases, and Climate Change		
4.6-1 Implementation of the Proposed Project would not lead to wasteful, inefficient, or unnecessary consumption of energy.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-2, 2.5-6, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.5-9, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-4, 3.7-6, 5.11-1 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** Section 7A.7	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-2, 3.2-8, 3.2-18, 3.3-1, 3.3-3, 3.4-1, 5.4-1, 5.4-2, 6.4-10 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** ECl, EC2, EC3, EC4, ECS, EC6, EMl, EM3, EM4, EMS ***Mitigation Measures*** None required.	
4.6-2 Implementation of the Proposed Project would not result in a substantial adverse effect on local or regional energy supplies, peak or base period energy demand, or resource capacity.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.2-1, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.4-1, 5.4-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** ECl, EC2, EC3, EC4, ECS, EC6, EMl, EM3, EM4, EMS ***Mitigation Measures*** None required.	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.6-3 Implementation of the Proposed Project would generate GHG emissions, either directly or indirectly, during construction that may have a significant impact on the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.10-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** AQ-2	Less than significant with mitigation
4.6-4 Implementation of the Proposed Project would not generate GHG emissions, either directly or indirectly, during operation that may have a significant impact on the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.13-6, 2.15-1, 2.3-2, 2.5-6, 3.1-3, 3.1-4, 3.1-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.7-2, 3.7-3, 3.7-7, 3.8-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.5-9, 3.6-1, 3.6-2, 3.6-3, 3.7-1 3.7-4, 3.7-6, 5.10-1, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.2-1, 3.2-10, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.5-1, 3.2-2, 3.2-8, 3.2-18, 3.3-1, 3.3-3, 3.4-1, 5.1-4, 5.4-3, 5.4-4, 5.4-5, 5.4-6, 5.4-7, 5.4-8, 5.2-5, 5.4-1, 5.4-2, 6.4-10, 6.4-6, 6.4-7, 6.4-8, 6.4-9	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact See measures described in Table 4.6-9. ***Mitigation Measures*** None required	
4.6-5 Implementation of the Proposed Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.13-6, 2.15-1, 2.3-2, 2.5-6, 3.1-3, 3.1-4, 3.1-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.7-2, 3.7-3, 3.7-7, 3.8-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.5-9, 3.6-1, 3.6-2, 3.6-3, 3.7-1 3.7-4, 3.7-6, 5.10-1, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.2-1, 3.2-10, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.5-1, 3.2-2, 3.2-8, 3.2-18, 3.3-1, 3.3-3, 3.4-1, 5.1-4, 5.4-3, 5.4-4, 5.4-5, 5.4-6, 5.4-7, 5.4-8, 5.2-5, 5.4-1, 5.4-2, 6.4-10, 6.4-6, 6.4-7, 6.4-8, 6.4-9 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** See measures described in Table 4.6-9. ***Mitigation Measures*** None required	Less than significant
Hazards and Hazardous Materials		
4.7-1 Implementation of the Proposed Project would create a significant	***Proposed General Plan Policies that Would Reduce the Impact*** 6.4-1, 6.4-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-6, 6.4-7, 6.4-9 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** EC3,EM4 ***Mitigation Measures*** None required.	
4.7-2 Implementation of the Proposed Project would create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.4-1, 6.4-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the BVSP that relate to this impact. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
4.7-3 Implementation of the Proposed Project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	***Proposed General Plan Policies that Would Reduce the Impact*** There are no policies in the proposed General Plan that relate to this impact. ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this impact. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** EC3,EM4 ***Mitigation Measures*** None required.	Less than Significant
4.7-4 Implementation of the Proposed Project could result in development located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and thus create a significant hazard to the public or the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.3-1, 6.3-2, 6.3-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-1, 6.4-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.7-5 Implementation of the Proposed Project would not result in a safety hazard for people residing or working within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or public use airport.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.16-1, 2.16-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.6-1, 6.6-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.7-6 Implementation of the Proposed Project would result in a safety hazard for people residing or working within the	***Proposed General Plan Policies that Would Reduce the Impact*** 2.16-1, 2.16-2	No Impact

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
vicinity of a private airstrip.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no strategies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.7-7 Implementation of the Proposed Project could impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.7-1, 6.7-2, 6.7-3, 6.7-4, 6.7-5, 6.7-6, 6.7-7, 6.7-8, 6.7-9, 6.0-1, 6.9-2, 6.9-3, 6,10-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.6-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Mitigation Measures None required.	
4.7-8 Implementation of the Proposed Project would expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.14-3, 4.4-7, 5.1-3, 6.6-1, 6.6-2, 6.6-3, 6.6-4, 6.6-5, 6.6-7, 6.6-8, 6.6-9, 6.6-20, 6.6-11 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no strategies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
Hydrology, Flooding, and Water Quality		
4.8-1 Development under the Proposed Project would not violate any federal, State, or local water quality standards or waste discharge requirements.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.5-3, 6.2-9, 6.2-10 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.8-2 Development under the Proposed Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of local groundwater tables.	***Proposed General Plan Policies that Would Reduce the Impact*** 4.4-1, 4.4-3, 5.3-5, 5.9-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-7 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.8-3 Development under the Proposed Project would not substantially alter the existing drainage pattern of the site or area,	***Proposed General Plan Policies that Would Reduce the Impact*** 3.4-6, 4.5-2, 4.4-1, 4.4-3, 5.3-2, 5.4-1, 5.4-2, 5.4-3, 5.4-4, 5.5-4, 5.9-1, 5.9-2, 6.1-11	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
including through the alteration of the course of a stream or river or by increasing the rate or amount of surface runoff, in a manner that would result in substantial erosion, siltation, or flooding on- or off-site.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter* 5.1-5, 5.1-3, 5.1-7, 6.1-1, 6.2-2, 6.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.8-4 Development under the Proposed Project would not create or contribute runoff that would exceed the capacity of existing or planned storm drain systems, or that would provide substantial additional sources of polluted runoff.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.9-1, 6.2-3 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Design Standards for* Off-street *Parking and Loading in Commercial Mixed* Use *and Regional Commercial Districts* ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for Low Impact Development* 5.1-6, 5.1-5 *Village Zoning: design standards for permeable* surface *parking* ***Proposed Climate Action Plan Measures that Would Reduce the Impact***	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.8-5 Development under the Proposed Project would not otherwise substantially degrade water quality.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.5-1, 5.5-2, 5.5-4, 5.5-5, 5.5-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.8-6 Development under the Proposed Project would not place housing within a I00-year flood hazard area on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.2-5, 6.2-7, 6.2-8 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.2-1	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact Appendix D of the Climate Action Plan offers a selection of several possible adaptation measures to address sea level rise and increased flooding events. ***Mitigation Measures*** None required.	
4.8-7 Development under the Proposed Project would not place within a 100-year flood hazard area structures which would impede or redirect flood waters.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.2-11, 6.2-13, 6.2-5 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.2-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** Appendix D of the Climate Action Plan offers a selection of several possible adaptation measures to address sea level rise and increased flooding events. ***Mitigation Measures*** None required.	
4.8-8 Development under the Proposed Project would not expose people or structures to a significant risk of loss, injury or death involving flooding,	***Proposed General Plan Policies that Would Reduce the Impact*** 2.21-3, 5.11-3, 6.1-1, 6.2-1, 6.2-2, 6.2-4, 6.2-6, 6.2-12	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
including flooding as a result of the failure of a levee or dam.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-8, 6.2-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** Appendix D of the Climate Action Plan offers a selection of several possible adaptation measures to address sea level rise and increased flooding events. As discussed above, GHG emissions reductions due to all CAP measures reduce sea level rise. ***Mitigation Measures*** None required.	
4.8-9 Development under the Proposed Project would not expose people or structures to inundation by seiche, tsunami, or mudflow.	***Proposed General Plan Policies that Would Reduce the Impact*** *Safety Element* 6.1-2, 6.1-3,6.1-5, 6.1-9 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures None required.	
Land Use, Housing and Population		
4.9-1 Implementation of the Proposed Project would not physically divide an established community.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-4, 2.5-5, 2.8-1, 3.1-3, 3.1-4, 3.5-13 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 3.1-3, 3.2-26 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL1 ***Mitigation Measures*** None required.	Less than Significant
4.9-2 Implementation of the Proposed Project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-1, 2.10-1, 2.12-1, 2.12-2, 2.14-1, 2.14-2, 2.21-1, 2.21-2, 2.21-3, 4.1-4, 4.2-1, 4.4-3, 4.4-5, 4.5-4, 5.5-3, 5.10-6, 6.1-1, 6.1-4, 6.2-7, 6.2-8, 6.3-3, 6.10-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL2, TLI ***Mitigation Measures*** None required.	
4.9-3 Implementation of the Proposed Project would not conflict with any applicable habitat conservation plan or natural community conservation plan.	***Mitigation Measures*** None required.	No Impact
4.9-4 Implementation of the Proposed Project would not induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).	***Proposed General Plan Policies that Would Reduce the Impact*** 2.8-1, 2.9-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 3.1-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2 ***Mitigation Measures*** None required.	Less than Significant
4.9-5 Implementation of the Proposed Project would not displace substantial	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-1, 2.17-3, 2.18-1, 2.18-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
numbers of existing housing units or people, necessitating the construction of replacement housing elsewhere.	***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Unbundled Parking* ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 2.3-1, 2.3-3, 2.3-4, 2.3-6, 2.3-7, 2.3-8, 5.8-5 *Village Zoning: Increased FAR, Height, and Density Incentives for Community Benefits* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
Noise		
4.10-1 Implementation of the Proposed Project would generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies during construction.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-1, 7.1-2, 7.1-3, 7.1-4, 7.1-5, 7.1-6, 7.1-7, 7.1-8, 7.1-9, 7.2-1, 7.3-1 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-1, 6.5-2, 6.5-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, construction-related noise impacts on existing sensitive receptors.	
4.10-2 Implementation of the Proposed Project would generate excessive groundborne vibration or groundborne noise levels during construction.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-10, 7.1-11 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-4 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, vibration impacts on existing sensitive receptors from construction activities.	Significant and Unavoidable
4.10-3 Implementation of the Proposed Project would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-1, 7.1-2, 7.1-3, 7.1-4, 7.1-5, 7.1-6, 7.1-7, 7.1-8, 7.1-9, 7.2-1, 7.3-1 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-1, 6.5-2, 6.5-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL2 ***Mitigation Measures*** None required.	
4.10-4 Implementation of the Proposed Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-1, 7.1-2, 7.1-3, 7.1-4, 7.1-5, 7.1-6, 7.1-7, 7.1-8, 7.1-9, 7.2-1, 7.3-1 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-1, 6.5-2, 6.5-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, noise impacts on existing sensitive receptors from construction activities.	Significant and Unavoidable
4.10-5 Implementation of the Proposed Project would not expose people residing or working in the Planning Area to excessive noise levels associated with airports.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.3-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact There are no policies in the Belmont Village Specific Plan that would reduce this impact. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no policies in the Climate Action Plan that would reduce this impact. ***Mitigation Measures*** None required.	
4.10-6 Implementation of the Proposed Project would not expose people residing or working in the Planning Area to excessive noise levels associated with private airstrips.	***Proposed General Plan Policies that Would Reduce the Impact*** No impact would occur. ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** No impact would occur. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** No impact would occur. ***Mitigation Measures*** None required.	No Impact.
Public Services and Recreation		

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.11-1 Implementation of the Proposed Project would not result in the need for provision of increased staffing, facilities, and equipment necessary to maintain acceptable levels of fire and police service in such a way that could cause adverse environmental effects. *(Less than Significant)*	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 2.9-1, 2.14-3, 4.4-7, 5.1-3, 6.6-2, 6.6-3, 6.6-4, 6.6-5, 6.6-6, 6.6-7, 6.6-8, 6.8-3, 6.8-4, 6.9-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.6-1, 5.6-2, 5.6-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.11-2 Implementation of the Proposed Project would not result in the need for provision of appropriate increases in school staffing of facilities in such a way that could cause adverse environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.10-3, 2.9-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.7-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
4.1 1-3 Buildout of the Proposed Project would not result in an increase in the use of existing parks and recreational facilities such that substantial physical deterioration would occur or be accelerated.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.10-1, 2.9-1, 4.1-1. 4.1-2, 4.1-3, 4.2-1, 4.2-3, 4.3-1, 4.3-2, 4.4-5, 4.6-1, 4.6-2, 4.7-1, 4.7-2, 4.7-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.9-1, 5.9-2, 5.9-3, 5.9-4, 5.9-5, 5.9-6, 5.9-7, 5.9-9, 6.3-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2 ***Mitigation Measures*** None required.	Less than Significant
4.1 1-4 Buildout of the Proposed Project would result in the need for development of new parks and recreational facilities, but not in a manner which might have an adverse physical effect on the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 2.14-3, 2.10-1, 4.4-1, 4.1-1, 4.1-2, 4.2-1, 4.2-3, 4.3-2, 4.4-5 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.3-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures None required.	
4.1 1-5 Buildout of the Proposed Project would result in the need for provision of appropriate increases in other public facilities or staffing of those facilities, which could cause adverse environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.10-2, 2.3-4, 2.9-1, 4.2-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.9-8, 5.9-2, 5.9-3, 5.9-4, 5.9-5, 5.9-7 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
Transportation		
4.12-1 Buildout of the Proposed Project would cause intersections to fall below the established significance criteria for the City of Belmont and C/CAG for intersection operation.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.1-1, 3.2-4, 3.3-5, 3.1-2, 3.1-3, 3.1-5, 3.2-5, 3.3-2, 3.4-3, 3.4-7, 3.1-4, 3.3-1, 3.3-3, 3.6-2, 3.6-3, 3.10-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.1-2, 3.4-1	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TLI, TL2, TM2 ***Mitigation Measures*** 4.12-la, 4.12-lb, 4.12-lc, 4.12-ld, 4.12-le, 4.12-lf, 4.12-lg, 4.12-lh, 4.12-li, 4.12-lj, 4.12-lk, 4.12-11, 4.12-lm, 4.12-ln, 4.12-lo, 4.12-lp, 4.12-lq	
4.12-2 Buildout of the proposed Project would cause roadway segment operations to fall below C/CAG's established level of service standards.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.4-5, 3.7-4, 3.7-7 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.2-2, 3.2-10, 3.2-26 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLI, TL2, TM2 ***Mitigation Measures*** 4.12-2	Significant and Unavoidable
4.12-3 The proposed Project would not cause freeway segment operations to fall below C/CAG's established levels.	***Mitigation Measures*** 4–12–3	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.12-4 Adoption and implementation of the Proposed Project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.5-1 - 3.5-17, 3.1-2-3.1-3, 3.1-5, 3.1-7, 3.4-1, 3.4-3-3.4-5, 3.4-9, 3.4-10, 3.9-1-3.9-2, 3.6-3, 3.7-1-3.7-8 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.1-2, 3.1-3, 3.2-1-3.2-4, 3.2-7-3.2-12, 3.2-14, and 3.2-16-3.2-23, 3.2-25-3.2-36, 3.3-1-3.3-3	Less than Significant
4.12-5 The proposed Project will increase pedestrian and bicycle activity.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.5-1-3.5-17, 3.1-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.2-1-3.2-36 ***Mitigation Measures*** None Required.	Beneficial
4.12-6 Adoption and implementation of the Proposed Project would not modify the planning or operations of San Francisco International Airport, or San Carlos Airport, or introduce land use pat-terns that may cause substantial	***Mitigation Measures*** None Required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
safety risks to or from air operations.		
4.12-7 Implementation of the proposed Project may increase transit ridership.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.2-1, 3.2-2, 3.2-3, 3.7-1 3.7-2, 3.7-3, 3.7-4, 3.7-5, 3.7-6, 3.7-8 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.3-1, 3.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLI, TL2 ***Mitigation Measures*** None Required.	Less than Significant
4.12-8 Implementation of the Proposed Project would not result in any hazardous design features.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.9-1 ***Mitigation Measures*** None Required.	Less than Significant
4.12-9 Adoption and implementation of the policies in the proposed Project would not result in inadequate emergency access.	***Mitigation Measures*** 4.12-9	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
Utilities		
4.13-1 Implementation of the Proposed Project would not exceed wastewater treatment requirements of the San Francisco Bay Regional Water Quality Control Board.	***Proposed General Plan Policies that Reduce the Impact*** 5.7-1, 5.7-2, 5.7-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.13-2 Development under the Proposed Project would not require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 5.6-1, 5.6-3, 5.6-5 ***Proposed Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for drip irrigation systems* 5.1-4 *Village Zoning: landscaping standards*	Less than Significant with Mitigation

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL1,EW1,EW2 ***Mitigation Measures*** UTIL-1, UTIL-2, UTIL-3	
4.13-3 Development under the Proposed Project would not require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 5.9-2, 6.2-9 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Design Standards for Off-street Parking and Loading in Commercial Mixed Use and Regional Commercial Districts* ***Proposed Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for stormwater runoff* 5.1-3, 5.1-5, 5.1-7 *Village Zoning: design standards for parking lots and structures* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLl ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.13-4 Development under the Proposed Project would not have insufficient water supplies available to serve the project from existing entitlements and resources, or require new or expanded entitlements.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.6-1, 5.6-3, 5.6-5, 5.7-3 ***Proposed Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for drip irrigation systems* 5.1-4 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** EW1,EW2 ***Mitigation Measures*** None required.	Less than Significant
4.13-5 Development under the Proposed Project would not result in a determination by the wastewater treatment provider which serves or may serve Belmont that it has inadequate capacity to serve the Proposed Project's projected demand in addition to the provider's existing commitments.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.7-1, 5.7-2 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 5.1-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant with Mitigation

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures UTIL-2, UTIL-3	
4.13-6 Development under the Proposed Project would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.8-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 5.2-1, 5.2-2, 5.2-3, 5.2-4 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** WCI, WC2, WC4 ***Mitigation Measures*** None required.	Less than Significant
4.13-7 Development under the Proposed Project would comply with federal, state, and local statutes and regulations related to solid waste.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.8-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 5.2-1, 5.2-2, 5.2-3, 5.2-4	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact WCI, WC2, WC3 ***Mitigation Measures*** None required.	

RESOLUTION NO. 2017

RESOLUTION OF THE CITY COUNCIL MAKING ALL FINDINGS REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE BELMONT 2035 GENERAL PLAN (GP) UPDATE, PHASE 1/INTERIM ZONING, BELMONT VILLAGE SPECIFIC PLAN (BVSP) & BELMONT VILLAGE ZONING (BVZ), AND CLIMATE ACTION PLAN IN ACCORDANCE WITH CEQA

WHEREAS, in July 2014, the City Council of the City of Belmont approved a program and process, and secured Consulting Services with Dyett & Bhatia, Urban & Regional Planners, for the 2035 General Plan (GP) Update Project and its subsequent policy documents including the Phase 1/Interim Zoning, and Climate Action Plan (CAP); and,

WHEREAS, in April 2015, the City Council of the City of Belmont, through a competitive process, secured Consulting Services with Dyett & Bhatia, Urban & Regional Planners, for preparation of the Belmont Village Specific Plan (BVSP) and the Belmont Village Zoning (BVZ); and,

WHEREAS, the City of Belmont ("City") determined that the Project requires review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code section 21000 et seq.); and,

WHEREAS, under CEQA Section 15168, the City prepared a Program Environmental Impact Report ("EIR") to evaluate the potential environmental effects of the Project, potential alternatives to the Project and recommended mitigation measures for potentially significant impacts of the Project; and,

WHEREAS, during the preparation of the 2035 General Plan, associated policy documents, and EIR, comments and participation was sought from the public and interested and affected groups and agencies including City/County Association of Governments (C/CAG), the Bay Area Air Quality Management District (BAAQMD), the California Air Resources Board, the County of San Mateo, City of San Carlos, City of San Mateo, City of Redwood City, all school districts, the Local Agency Formation Commission (LAFCo), the Association of Bay Area Governments (ABAG), the Office of the Attorney General of the State of California and a number of other agencies, individuals and experts; and,

WHEREAS, the City issued a Notice of Preparation regarding the EIR and seeking public agency review and comment on September 1, 2016 for the period September 1, 2016 through October 3, 2016, and held a scoping meeting on September 6, 2016 before the Planning Commission to receive comments on topics and issues that should be evaluated in the Draft EIR; and,

WHEREAS, the Draft EIR was prepared in June 2017 and included an assessment of potential environmental effects, a description of possible mitigation measures to reduce potentially significant environmental effects, and consideration of whether any alternatives could avoid or substantially lessen any potentially significant environmental effects of the Project; and,

WHEREAS, the City published a Notice of Availability and Public Hearing for the Draft EIR for the Project in the Redwood City Examiner/Tribune, a newspaper of general circulation in the County of San Mateo, for the Draft EIR review period commencing on June 30, 2017; and,

WHEREAS, the City distributed a Notice of Availability for the Draft EIR (State Clearinghouse #2016082075) on June 30, 2017 to begin a 50 day review and comment period ending August 18, 2017; and,

WHEREAS, the City also distributed the Notice of Availability for the Draft EIR to the State Clearinghouse for State Agency review; and,

WHEREAS, the Planning Commission held a public hearing on the Draft EIR on August 15, 2017 to receive public comments on the Draft EIR; and,

WHEREAS, a letter dated August 21, 2017 was received from the State Clearinghouse on the Draft EIR and indicating distribution to the following Reviewing Agencies: Resources Agency; Department of Conservation; Department of Fish and Wildlife, Region 3; Cal Fire; Department of Parks and Recreation; Department of Water Resources; Division of Aeronautics; Office of Historic Preservation; Office of Emergency Services, California; California Highway Patrol; Department of Housing and Community Development; Caltrans, District 4; Public Utilities Commission; Regional Water Quality Control Board, Region 2; Native American Heritage Commission and including written comments from the following agencies: Caltrans, District 4, and California Highway Patrol; and,

WHEREAS, following the conclusion of the public review period of the Draft EIR, a Final EIR ("FEIR") was prepared which includes responses to comments on the Draft EIR and revisions to the Draft EIR in response to comments resulting from the public process and as a result of editorial review; and,

WHEREAS, CEQA requires analysis and a determination regarding the Project's environmental impacts and mitigation measures that, in the City's view, justify approval of the Project; and,

WHEREAS, all required public notices and public hearings were duly given and held according to law; and,

WHEREAS, duly and properly noticed public hearings were held before the City Planning Commission on October 2, 2017 and October 17, 2017; and,

WHEREAS, the City Planning Commission, having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council to make all findings required under CEQA, including a Statement of Overriding Considerations, adopt a Mitigation Monitoring and Reporting Program, and certify the FEIR, in accordance with CEQA; and,

WHEREAS, a duly and properly noticed public hearing was held before the City Council on October 24, 2017; and,

WHEREAS, on October 24, 2017, the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to certify the FEIR in accordance with CEQA under Resolution 2017-076; and,

WHEREAS, no events that would require subsequent environmental review as described in Section 15162 of the CEQA Guidelines have occurred since the City of Belmont City Council certified the FEIR, in that no substantial changes have been made in the Project, no substantial changes have occurred with respect to the circumstances under which the Project is being approved, and no new information of substantial importance has become known; and,

WHEREAS, a duly and properly noticed public hearing was held before the City Council on November 14, 2017; and,

WHEREAS, the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to make all findings required under CEQA, including a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Program as more fully set forth in this Resolution as follows:

NOW, THEREFORE BE IT FOUND, DETERMINED AND RESOLVED by the City Council as follows:

1. It has independently reviewed and analyzed the FEIR and other information in the record and has considered the information contained therein, including, without limitation, all written comments received on the Project and its environmental review, whether during or outside of the public comment periods, and all oral comments received at the public meetings and public hearings on the Project and its various environmental documents, and certifies that the FEIR has been completed in conformance with CEQA, that it reviewed and considered the information contained in the FEIR, and that the FEIR represents the independent judgment and analysis of the City as lead agency; and,

2. It makes all findings required under CEQA with respect to the Project's environmental effects as set forth in Exhibit A to this Resolution; and,

3. For impacts that cannot be reduced to a level that is less than significant, it adopts a Statement of Overriding Considerations as set forth in Exhibit A to this Resolution finding that specific social, economic, or other factors justify the Project's unavoidable adverse environmental effects; and,

4. It adopts a Mitigation Monitoring and Reporting Program as set forth in Exhibit B to this Resolution to ensure that the identified mitigation measures or Project changes are implemented; and,

5. As more particularly set forth in Exhibit A, it finds that no subsequent environmental review is required, because substantial evidence shows that none of the conditions requiring subsequent environmental review listed in Section 15162 of the CEQA Guidelines have occurred since the City Council certified the FEIR on October 24, 2017, and,

6. It directs staff to file a Notice of Determination under CEQA Guidelines 15094 within five working days of the adoption of this Resolution; and,

7. By this reference, Exhibit A and Exhibit B to this Resolution are incorporated as though fully set forth in the body of this Resolution.

* * * * * * * * * * * * * *

ADOPTED November 14, 2017, by the City Council of the City of Belmont by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT A
TO RESOLUTION 2017-_____

CITY OF BELMONT

FINDINGS OF FACT
AND STATEMENT OF OVERRIDING CONSIDERATIONS

FOR THE:

2035 GENERAL PLAN UPDATE,
PHASE I ZONING,
BELMONT VILLAGE SPECIFIC PLAN,
BELMONT VILLAGE ZONING, AND
CLIMATE ACTION PLAN

PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

I. Introduction

The City of Belmont (the "City"), as lead agency under the California Environmental Quality Act Public Resources Code Section 21000, *et seq*. ("CEQA"), prepared an Environmental Impact Report (State Clearinghouse No. 2016082075, the "EIR") for the 2035 General Plan Update, Phase I Zoning, Belmont Village Specific Plan, and Climate Action Plan (together, the "Project"). The EIR is a program-level EIR prepared pursuant to CEQA Guidelines[1] Section 15168 and consists of the Draft Environmental Impact Report released on June 30, 2017 (the "Draft EIR"), Appendices A through E of the Draft EIR, and the Final Environmental Impact Report released on September 28, 2017 (the "Final EIR"). The EIR addresses the potential environmental effects associated with the Project.

a. *Project Description*

As fully described in Chapter 3 of the Draft EIR, the Project includes: (1) the 2035 General Plan Update, which provides the framework for land use and development in the City, prioritizing the preservation of open space and directing most new development to infill sites and identified opportunity sites; (2) the Phase 1 Zoning, which provides a regulatory framework that ensures that any new development, occurring prior to a comprehensive Zoning Ordinance update, is consistent with proposed General Plan policies and land use designations; (3) the Belmont Village Specific Plan, which introduces new mixed-use districts in the downtown area that support a variety of land uses, including residential, employment, service, and entertainment uses and includes detailed zoning, permitted uses, form-based codes, and development standards for the downtown area; and (4) the Climate Action Plan, which addresses the community's greenhouse gas (GHG) emissions through quantified reduction strategies, performance standards, and a framework for implementation to achieve the required reduction.

[1] The "CEQA Guidelines" are found at California Code of Regulations, Title 14, Section 15000 *et seq*.

b. *Purpose of the Findings*

The purpose of the Findings of Fact and Statement of Overriding Considerations (the "Findings") that follow is to satisfy CEQA's requirements as set forth Public Resources Code Section 21000, et seq., and Sections 15091, 15092, 15093 and 15097 of the CEQA Guidelines associated with approval of the Project. These Findings provide the written analysis and conclusions of the City Council (the "City Council") of the City regarding the Project's environmental impacts, mitigation measures, alternatives, and the overriding considerations, which, in the City Council's judgment, justify approval of the Project despite its environmental effects. The Findings are divided into general sections. Each of these sections is further divided into subsections, each of which addresses a particular impact topic and/or requirement of law.

II. Project Objectives

Broadly, the Project is proposed to update the City's General Plan to meet the City's needs through 2035 and the requirements of California Government Code Section 65302, adopt a specific plan that meets the requirements of California Government Code Section 65451, adopt a Climate Action Plan to allow streamlined CEQA review of GHG emissions for future projects pursuant to CEQA Guidelines Section 15183.5, and adopt zoning designations to implement the 2035 General Plan Update and the Belmont Village Specific Plan. As discussed in Section 3.5 of the Draft EIR, the Project's specific objectives are as follows.

a. *General Plan Objectives*

i. Land Use Planning

- Promote a diversity of compatible land uses throughout the city, to enable people to live close to job locations, adequate and convenient commercial services, and public services and facilities such as transit, parks, and schools.
- Support the creation and enhancement of "complete neighborhoods" in Belmont, with well-integrated single-family and multi-family residential development, pedestrian- and bicycle-friendly environments, and activity nodes featuring schools, parks, and neighborhood commercial areas.
- Provide balanced neighborhoods with a variety of housing types and density ranges to meet the diverse demographic, economic, and social needs of residents, while ensuring a cohesive urban form and regard for compatibility with surrounding uses and existing residential development.
- Preserve the character and enhance the quality of Belmont's residential neighborhoods.
- Enhance the Belmont Village PDA and develop a distinct identify for the area as Belmont's vibrant town center for residents and visitors with commercial, residential, dining, civic, cultural, and entertainment activities.
- Promote opportunities for continued economic growth and vitality, resulting in wider shopping and dining opportunities for residents, increased local employment opportunities, enhanced attractions for visitors, increased sales tax revenues, and a stronger community image.
- Provide areas for diverse employment and business opportunities to promote diversity in Belmont's economic base.

- Promote infill development that makes efficient use of limited land supply, while ensuring compatibility and integration with existing uses.
- Foster new development that contributes positively to Belmont's built environment, provides benefits to the local community, and addresses potential impacts.
- Ensure adequate provision of community-serving facilities such as recreation facilities, child daycare facilities, places of worship, schools and other educational institutions, and schools to serve current and future residents.
- Continue to collaborate and partner with Notre Dame de Namur University.
- Support a balanced and integrated parks and open space system that links neighborhoods, provides outdoor recreation opportunities, promotes natural resource conservation, and serves multiple needs.
- Enhance Belmont's character and image as a desirable community with distinct visual qualities, small-town character, and connections to nature and open space.
- Protect and enhance Belmont's hillside areas.
- Grow and develop in such a way that allows Belmont's unique character to flourish while recognizing the city's role in the broader region.

ii. Economic Opportunity

- Support a wide range of economic activity in Belmont that capitalizes on the city's location, strengthens the City's tax base, and ensures that Belmont has adequate fiscal resources to fund high quality public services for its residents and businesses.
- Facilitate retention, expansion, attraction, and incubation of businesses in Belmont that will employ and serve Belmont residents and meet the city's economic development objectives.
- Realize the community's vision for Belmont Village PDA as a vibrant, successful, engaging town center, with opportunities for residents to live, shop, work, and play.
- Transform El Camino Real into a "grand boulevard" with a vibrant mix of land uses, a pedestrian-friendly streetscape, and enhanced transit and bicycle facilities.
- Pursue annexation of the Harbor Industrial Area (HIA) and bring it into the Belmont city limits.
- Promote the continued development and revitalization of the Belmont's focus areas for economic growth as integral parts of the community and nodes of commercial, employment, or residential activity.

iii. Historic Preservation

- Conserve designated historic and cultural sites and structures that help define Belmont's identity and character.

iv. Circulation

- Provide for the safe and efficient movement of people and vehicles within and through the community that fosters accessibility and connectivity; accommodates a mixture of automobiles, transit, bicyclists, and pedestrians; and encourages higher transit ridership.
- Reduce dependence on the automobile for travel and achieve a reduction in vehicle-miles traveled (VMT) per capita of 15 percent by year 2035.

- Work cooperatively with other agencies and jurisdictions in the region to enhance connectivity between Belmont and the region and provide an efficient system for regional travel.
- Accommodate modes of transportation on routes that are designed within the context of the surrounding area to provide for the enjoyment and safety of the individual and to cause minimum interference and appropriate compatibility with adjacent uses of land.
- Promote, provide, and maintain a safe and convenient pedestrian and bicycle system of hiking and riding trails, pedestrian paths, bicycle paths and lanes to: promote active transportation; reduce dependence on automobiles; provide recreation; furnish easy access to trails; permit safe, pleasant travel among parts of the community; connect local areas and destinations within the city through trails and paths and regional trail and path systems; and create opportunities for nature and conservation education.
- Promote Transportation Demand Management Programs and encourage increased transit use through convenient, safe, efficient, and cost-effective services.
- Maintain and improve existing bus service in Belmont to provide transportation to commuter trains, local schools, and recreational facilities.
- Provide a balanced and well-managed parking supply that accommodates demand while maximizing efficiency.
- Limit truck and other heavy traffic to the level necessary to reasonably serve local business and industry while minimizing disruptive effects on residents, businesses, and the functional organization of the community.
- Fund transportation improvement projects through the use of City funds, development fees, and grants.

v. Parks, Recreation, and Open Space

- Provide an expanded, high quality, and diversified park system that serves the entire Belmont community, enhances community identity, and is conveniently located for community use.
- Ensure that a wide variety of public community and recreation facilities are available to the entire Belmont community for recreational, social, and cultural activities.
- Improve the quantity and quality of recreational programming and services to provide varied recreational opportunities for the entire Belmont community.
- Continue to develop and support a balanced and integrated open space system reflecting a variety of considerations, including natural resource conservation, outdoor recreation, and public health and safety, to ensure synergies between various open space components and compatibility with land use planning.
- Preserve and protect open space resources using various methods available to the City.
- Improve and increase public access into open space areas where feasible and safe.
- Pursue sufficient and dedicated funding for acquisition, operations, protection, maintenance, and management of parks, recreation facilities, and natural open spaces and to meet the recreational programming and service needs of the Belmont Community.

vi. Open Space for Natural Resource Conservation

- Protect and maintain open space for the preservation of natural resources.

- Protect and preserve open space for public health, safety and recreation in areas that require special management for regulation.

vii. Biological Resources

- Protect and restore biological and ecological resources in Belmont, including sensitive wildlife species and their habitats.

viii. Hydrology, Water Quality, and Water Supply and Demand

- Preserve and restore Belmont's waterways and adjacent corridors as valuable community resources that serve as plant and wildlife habitats, groundwater recharge facilities, flood control and irrigation components, and connections between open space areas.
- Preserve water quality by promoting the protection of Belmont's creeks and other natural water bodies from pollution.
- Preserve water resources and provide for long-range community water needs by adopting best management practices for water use and conservation.

ix. Wastewater, Solid Waste, and Stormwater

- Provide adequate wastewater collection, treatment, recycling and disposal facilities in a timely fashion to serve existing and future needs.
- Provide adequate solid waste facilities and services for the collection, transfer, recycling, and disposal of refuse.
- Maintain and improve the reliability of the City's storm drainage system, and promote best management practices to protect this system from flooding, enhance water quality, and prevent infrastructure deterioration.

x. Air Quality and Greenhouse Gases

- Reduce emissions of ozone-producing pollutants and particulate matter to improve regional air quality and protect the health of Belmont and Bay Area residents.
- Reduce emissions of greenhouse gases to 15 percent below the 2005 baseline levels by 2020 and to 50 percent below the 2005 baseline levels by 2035.

xi. Archaeological and Paleontological Resources

- Preserve and protect areas and sites of prehistoric, cultural, and archaeological significance.

xii. Safety

- Minimize risks of property damage and personal injury posed by geologic and seismic hazards.
- Protect the community from risks to life and property posed by flooding.
- Protect soils, surface water, and groundwater from contamination from hazardous materials.

- Continue to promote the reduction, recycling, and safe disposal of household and business hazardous wastes through public education and awareness.
- Ensure that utilities that are essential to contemporary life are available and adequate to meet the demands of the Belmont community while also ensuring the utilities maintain and enhance Belmont's physical diversity, visual qualities, and small-town characteristics.
- Protect Belmont residents and businesses from potential fire hazards.
- Foster an efficient and coordinated response to emergencies and natural disasters.
- Provide a comprehensive program of safety services including police, fire, and medical response in Belmont.
- Support continuing public awareness of hazards, including avoidance, disaster preparedness, and emergency response procedures.
- Make infrastructure investments, enforce regulations, and disseminate information that will improve disaster response and recovery, with the goal of minimizing damage to people and property.

xiii. Noise

- Strive to achieve an acceptable noise environment for the environmental, health, and safety needs of present and future residents of Belmont.
- Protect noise-sensitive land uses, such as schools, hospitals, and senior care facilities, from encroachment of and exposure to excessive levels of noise.
- Continue to work with other agencies, airports, and jurisdictions to reduce noise levels in Belmont created by their operations.

b. *BVSP Objectives*

i. Land Use

- Create a vibrant downtown that serves as the City's shopping, employment, activity, and community center, with a compact, walkable, pedestrian-scaled development that is connected to transit.
- Preserve and enhance the Village's cultural and historic context.
- Provide a variety of housing types to accommodate different types of households, different income levels, different age groups, and different lifestyles.

ii. Mobility

- Provide a vibrant, safe, and connected street network that facilitates multimodal movement of people within and to the Village Planning Area and ensures the citywide goal of reducing vehicle-miles travelled per capita by 15 percent.
- Provide safe and convenient access to transit.
- Meet citywide goals of reducing automobile trips through the implementation of Transportation Demand Management strategies.
- Provide parking that meets the needs of Belmont Village to ensure its vibrancy and economic vitality, while encouraging walking, cycling, and transit ridership as the primary modes of access to and within the Village Planning Area.

iii. Infrastructure and Public Services

- Continue the successful provision, maintenance, and operation of water, sewer, and stormwater infrastructure utilities in Belmont to maintain the quality of life and accommodate future growth in the Village.
- Continue to provide adequate solid waste services for the collection, transfer, recycling, and disposal of refuse.
- Continue the successful provision, maintenance, and operation of infrastructure and public utilities to maintain the quality of life and serve the Village Planning Area.
- Maintain Belmont as a safe and livable community.
- Ensure that new development adequately addresses public safety considerations in building design and site planning.
- Promote adequate and accessible public school facilities for the Village Planning Area.
- Foster positive relationships between the Belmont Village and Notre Dame de Namur University communities.
- Provide a diverse range of parks, recreation, and community facilities and programming inside and within a ten-minute walk of the Village Planning Area.

iv. Environmental Sustainability, Health, and Safety

- Preserve natural environmental processes that protect health and safety, such as water filtration through soil that protects water quality and riparian vegetation that minimizes erosion and flooding.
- Minimize the potential for loss of life, injury, property damage, and economic and social disruption resulting from natural and man-made hazards, including floods.
- Protect and improve the quality of biological resources and habitat areas in the Village Planning Area.
- Ensure that infill development projects minimize exposure to hazardous materials and toxic air contaminants.
- Maintain a healthy noise environment in the Village Planning Area while accommodating the increased intensities and mix of uses intended to characterize Belmont Village in the future.

c. *CAP Objectives*

- Increase municipal, residential, and commercial energy efficiency, renewable energy, efficient water use, and green building.
- Reduce emissions from transportation through efficient land use, alternate modes of transportation, and operational innovations.
- Reduce solid waste generated and sent to landfills.

III. Record of Proceedings and Custodian of Record

Pursuant to CEQA Guidelines Section 15367, the City is the Lead Agency for the Project. Accordingly, the City has taken the following actions in relation to the EIR to satisfy CEQA:

- The City sent the Notice of Preparation ("NOP") of the EIR to the State Clearinghouse and to state, local, and regional agencies on September 1, 2016. A public scoping meeting was held on September 6, 2016 to solicit additional input on the scope of the EIR. The City accepted written comments on the scope of the EIR until October 3, 2016, and concerns raised in response to the NOP and the September 6, 2016 hearing were considered during preparation of the Draft EIR. The written comments that the City received in response to the NOP are included as Appendix A of the Draft EIR.

- On June 30, 2017, the City published a Notice of Availability ("NOA") for the Draft EIR, and the Draft EIR was concurrently submitted to the Office of Planning and Research State Clearinghouse (the "State Clearinghouse") and circulated for public review and comment as well as to solicit comments from agencies and individuals on the adequacy and accuracy of the Draft EIR. The City distributed copies of the Draft EIR to state agencies, local governments, elected officials, groups, and interested parties on the City's mailing list (the "Noticed Parties"). The Draft EIR, along with the proposed 2035 General Plan Update, Phase I Zoning, Belmont Village Specific Plan, Belmont Village Zoning, and Climate Action Plan were made available through three (3) websites maintained by the City:

  www.belmont-2035generalplan.com
  www.planbelmontvillage.com
  www.belmont.gov/ClimateActionPlan

- The Draft EIR was also made available for public review in printed form at the public counter of the Community Development Department-Permit Center at Belmont City Hall and at the Belmont Public Library throughout the public comment period.

- The Draft EIR's public review period encompassed 50 days between June 30, 2017 and August 18, 2017. The City's Planning Commission (the "Planning Commission") conducted a duly and properly noticed public hearing on the Draft EIR on August 15, 2017, during the public review period. The City encouraged the public to provide oral comments at the hearings and submit written comments. The City transcribed all oral comments on the Draft EIR. Copies of all written comments and transcriptions of oral comments received during the public comment period are included in Chapter 2 of the Final EIR.

- On September 28, 2017, the City released the Final EIR. All comments received on the Draft EIR during the public comment period were responded to and included in the Final EIR. Collectively the Final EIR and the Draft EIR as amended by the Final EIR constitute the EIR for the Project.

- On October 2, 2017, the Planning Commission conducted a duly and properly noticed public hearing on certain components of the Project (the proposed 2035 General Plan Update, Phase I Zoning, and Climate Action Plan), and the Final EIR. The Planning Commission recommended that the City Council certify the EIR and approve the proposed 2035 General Plan Update, Phase I Zoning, and Climate Action Plan.

- On October 17, 2017, the Planning Commission conducted a duly and properly noticed public hearing on certain components of the Project (the Belmont Village Specific Plan and the BVSP Zoning). The Planning Commission recommended that the City Council approve the proposed the Belmont Village Specific Plan and the BVSP Zoning.

- On October 24, 2017, the City Council certified the EIR following a duly and properly noticed public hearing.

- The 2035 General Plan Update, Phase I Zoning, and Climate Action Plan and the EIR came before the City Council on November 14, 2017 at a duly and properly noticed public hearing, and the City Council approved the Project and adopted the Mitigation Monitoring and Reporting Program (MMRP) and the Findings.

For purposes of CEQA and the analysis set forth in these Findings, the record of proceedings (the "Administrative Record") consists of the following documents and testimony, and at a minimum:

- The NOP, comments received on the NOP, the NOA, and all other public notices issued by the City in relation to the Project or the EIR;

- The EIR, including the Final EIR issued on September 28, 2017 and the Draft EIR as amended by the Final EIR, including all technical materials cited in the document;

- The MMRP and all appendices to the Draft and Final EIR;

- All non-draft and non-confidential reports and memoranda prepared by the City and its consultants in relation to the Project and the EIR;

- Minutes and transcripts of the discussions regarding the Project and/or Project components at public hearings or scoping meetings held by the Planning Commission and the City Council;

- Staff reports associated with Planning Commission and City Council hearings on the Project or the EIR;

- All of the comments and staff responses entered into the record orally and in writing between, as well as accompanying technical memoranda or evidence entered into the record;

- Matters of common knowledge to the City Council which they consider, such as the City's existing General Plan, any other applicable specific plans or other similar plans, and the City's Municipal Code; and,

- Any other category of material identified in Public Resources Code Section 21167.6 prepared in connection with Project or the EIR.

The Community Development Department is designated as the custodian of the documents and record of proceedings on which this decision is based. The Community Development Department office is located at Belmont City Hall, One Twin Pines Lane, Suite 310, Belmont, California, 94002, and the telephone number is (650) 595-7417.

IV. Findings are Determinative

The City Council certifies that the EIR has been completed in compliance with CEQA and that it was presented to, and reviewed and considered by, the City Council prior to acting on the Project. In so certifying, the City Council recognizes that there may be differences in and among the different sources of information and opinions offered in the documents and testimony that make up the EIR and the Administrative Record; that experts disagree; and that the City Council must base its decision and these Findings on the substantial evidence in the record that it finds most compelling. Therefore, by these Findings, the City Council ratifies, clarifies, and/or makes insignificant modifications to the EIR and resolves that these Findings shall control and are determinative of the significant impacts of the Project.

The mitigation measures proposed in the EIR and further described in Section V of these Findings are adopted in these Findings, substantially in the form proposed in the EIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures, if any. Further, the mitigation measures adopted in these Findings are expressly incorporated into the Project.

The analysis and determinations in these Findings are to be considered as an integrated whole and, whether or not any subdivision of these Findings fails to cross-reference or incorporate by reference any other subdivision of these Findings, that any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding in these Findings is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures imposed or adopted pursuant to these Findings to mitigate the environmental impacts identified in the Administrative Record may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by the imposition of a particular mitigation measure; however, such failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

V. Impacts, Mitigation Measures, and Findings

In conformance with CEQA Guidelines Section 15091, this section of the Findings lists each significant environmental effect of the Project identified in the EIR; describes those mitigation measures recommended in the EIR; and, as required by Section 15091(a), finds that either: (i) the adopted mitigation measures have substantially lessened the significant effect; (ii) the adopted

mitigation measures, though implemented, do not substantially lessen the significant effect; (iii) the mitigation measures cannot be adopted and implemented because they are the responsibility of another public agency; or (iv) that specific considerations make mitigation measures infeasible.

All feasible mitigation measures listed below have been incorporated into the MMRP, further described in Section IX of these Findings. Any future projects approved or constructed pursuant to the Project will incorporate all conditions contained in the MMRP.

Unless otherwise noted, all page numbers shown below refer to the Draft EIR as modified by the Final EIR.

a. *Air Quality.*

i. Impact 4.2-2. Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-35 of the Draft EIR. Construction permitted pursuant to the Project during a typical year may exceed BAAQMD's ROG and NOx thresholds as well as fugitive dust emissions.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.2-39 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-1: Require Tier 4 engines on Construction Equipment.
- Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel.
- Mitigation Measure AQ-3: Require Low-VOC Coatings during Construction.
- Mitigation Measure AQ-4: Require Fugitive Dust Best Management Practices.

(3) Finding. Mitigation Measures AQ-1 and AQ-2 will reduce NOx and other criteria pollutants from off-road equipment, whereas Mitigation Measures AQ-3 and AQ-4 will reduce fugitive ROG and dust emissions, respectively. Each of these mitigation measures have been required of the Project to reduce the potential air quality effects to the extent currently technically feasible. Although implementation of Mitigation Measures AQ-1, AQ-2, AQ-3, and AQ-4 would reduce the maximum daily emissions of ROG, PM10 and PM2.5 each to a less-than-significant level, buildout of the General Plan and the BVSP would still exceed BAAQMD's NOx threshold. Therefore, air quality impacts related to construction permitted under the Project would remain ***significant and unavoidable***.

ii. Impact 4.2-3. Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during operation.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-40 of the Draft EIR. Buildout of the Project has the potential to result in air quality impacts from mobile, area, and energy sources from long-term operations of the uses permitted pursuant to the Project.

(2) Mitigation Measures. The following mitigation measure as discussed in the Draft EIR at page 4.2-44 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-5: Promote Green Consumer Products.

(3) Finding. Mitigation Measure AQ-5 requires developers to provide education regarding consumer products that generate lower than typical VOC emissions, however, the effect of this Mitigation Measure cannot be quantified because consumers cannot be required to use such products. In addition, the Project include numerous policies to promote a reduction in daily mobile, area, and energy source emissions generated by Project operations; however, even with all feasible reductions, the Project will still result in a net increase in criteria pollutant emissions that exceeds BAAQMD's project-level thresholds. Therefore, air quality impacts related to the operation of development permitted under the Project would remain ***significant and unavoidable***.

iii. Impact 4.2-4. Implementation of the Proposed Project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-44 of the Draft EIR. ROG, NOx, PM10, and PM2.5 emissions associated with development under the General Plan and BVSP would exceed BAAQMD's project level thresholds. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-7 of the Draft EIR.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.2-46 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-1: Require Tier 4 engines on Construction Equipment.
- Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel.
- Mitigation Measure AQ-3: Require Low-VOC Coatings during Construction.
- Mitigation Measure AQ-4: Require Fugitive Dust Best Management Practices.

- Mitigation Measure AQ-5: Promote Green Consumer Products.

(3) Finding. The comprehensive suite of proposed General Plan and BVSP policies would ultimately reduce the severity of growth-oriented criteria pollutants, relative to conditions without the plans, for individual development projects; however, individual projects may still generate construction and operational emissions in excess of BAAQMD's project-level thresholds, even with implementation of Mitigation Measures AQ-1 through AQ-5. Therefore, air quality impacts related to criteria pollutant emissions under the Project would remain ***significant and unavoidable*** and would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

iv. Impact 4.2-5. Implementation of the Proposed Project would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-47 of the Draft EIR. Individual projects developed pursuant to the General Plan or the BVSP may prevent the reduction of health risks from TAC exposure below adopted thresholds. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-8 of the Draft EIR.

(2) Mitigation Measures. The following mitigation measure as discussed in the Draft EIR at page 4.2-50 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-6: Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment.

(3) Finding. Mitigation Measures AQ-1 and AQ-2 would reduce DPM exhaust from construction equipment and associated health risks. Mitigation Measure AQ-6 is also identified to provide a project-level evaluation of construction-related health risks from future projects within 1,000 feet of sensitive receptors. Although this would reduce operational health risks to current and future receptors, without specific details on the locations of building footprints or their construction schedules, a quantitative evaluation of potential health risk impacts is not possible, and it cannot conclusively be determined that health impacts from TAC exposure can be reduced below adopted thresholds. Therefore, this impact would remain ***significant and unavoidable*** and would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

b. *Cultural Resources.*

i. Impact 4.4-1. Implementation of the Proposed Project would not cause a substantial change to the significance of a historical resource, defined as physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historic resource would be materially impaired.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.4-19 of the Draft EIR. The City includes multiple historical resources. Of the resources identified, the Project anticipates the redevelopment of the historic Firehouse Square building, which may result in the impairment of the resource's historical significance.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.4-21 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure CULT-1: Require façade maintenance of the Firehouse Building.
- Mitigation Measure CULT-2: Require historical signage at Firehouse Square.

(3) Finding. Mitigation Measure CULT-1 requires any project applicant proposing physical changes to the Firehouse Building to maintain the existing structure's historic Spanish façade, while Mitigation Measure CULT-2 requires such a project to include detailed signage with historical information about the site, consistent with the recommendations of the historical evaluation prepared for the resource. In addition, the BVSP requires any development proposal at Firehouse Square to be reviewed and evaluated by a qualified architectural historian, and any site reuse must be done in accordance with the Municipal Code's standards for buildings on the Historical Resources Inventory. By maintaining the physical characteristics of the historical resource that convey the building's historical significance and documenting the factors that give the resource cultural significance, Mitigation Measures CULT- 1 and CULT-2 reduce the impact to a ***less than significant*** level.

c. *Energy, Greenhouse Gases, and Climate Change.*

i. Impact 4.6-3. Implementation of the Proposed Project would generate GHG emissions, either directly or indirectly, during construction that may have a significant impact on the environment.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.6-27 of the Draft EIR. Development in Belmont permitted under the Project has the potential to produce GHG emissions that conflict with statewide emission goals.

(2) Mitigation Measures. The following mitigation measure as discussed in the Draft EIR at page 4.6-29 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel.

(3) Finding. Development projects within Belmont under the Project would be required to use renewable diesel for all off-road diesel-powered equipment, pursuant to Mitigation Measure AQ-2. Implementation of this measure would reduce lifecycle GHG emissions (i.e., those produced by the extraction, refining, processing, and combustion of diesel) by 67 percent, relative to traditional diesel. This requirement is consistent with BAAQMD's recommended Best Management Practices for GHG emissions related to construction and would reduce emissions consistent with statewide goals. Therefore, Mitigation Measure AQ-2 reduces the impact to a ***less than significant*** level.

d. *Noise.*

i. Impact 4.10-1. Implementation of the Proposed Project would generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies during construction.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.10-22 of the Draft EIR. The Project would permit higher-intensity development and redevelopment in Belmont, which would require construction activities using heavy-duty machinery and equipment. Temporary increases in noise levels have the potential to exceed the noise standards defined in both the existing and the proposed General Plan. In addition, traffic increases associated with Project implementation have the potential to increase noise levels above the normally acceptable range for some uses. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-19 of the Draft EIR.

(2) Mitigation Measures. No feasible mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, construction-related noise impacts on existing sensitive receptors. As discussed below, all feasible mitigation measures that would reduce traffic have been incorporated into the Project.

(3) Finding. The Project includes comprehensive policies to limit the exposure of sensitive land uses to noise generating uses, and individual projects developed in accordance with the General Plan and the BVSP would be required to incorporate noise-reducing components. However, because of the uncertainty involved in evaluating the impact on all potential future users of new development, it is assumed that the Project's impact regarding noise-generating uses would remain ***significant and unavoidable*** and that the Project would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

ii. Impact 4.10-2. Implementation of the Proposed Project would generate excessive groundborne vibration or groundborne noise levels during construction.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.10-39 of the Draft EIR. The Project would permit higher-intensity development and redevelopment in Belmont, which would require construction activities using heavy-duty machinery and equipment. As a result, groundborne vibration levels could temporarily exceed the threshold of significance for future and existing sensitive land uses. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-19 of the Draft EIR.

(2) Mitigation Measures. No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, vibration impacts on existing sensitive receptors from construction activities.

(3) Finding. The Project includes comprehensive policies to limit the exposure of sensitive land uses to groundborne vibration caused by construction activities, and individual projects developed in accordance with the General Plan would be required to incorporate vibration-reducing components. However, because of the uncertainty involved in evaluating the impact on all potential future users of new development, it is assumed that the Project's impact regarding temporary impacts from construction activities causing groundborne vibrations would remain ***significant and unavoidable*** and that the Project would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

iii. Impact 4.10-4. Implementation of the Proposed Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.10-43 of the Draft EIR. The Project would permit higher-intensity development and redevelopment in Belmont, which would require construction activities using heavy-duty machinery and equipment. As a result, ambient noise levels could temporarily increase by above the City's thresholds.

(2) Mitigation Measures. No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, reductions in ambient noise caused by construction for all future development in the City.

(3) Finding. The Project would impose time-of-day restrictions on construction activities along with noise reducing requirements for new construction, however, it is not possible to conclude that all future development will be able to reduce its temporary contribution to ambient noise levels to necessary levels, therefore it is assumed that the Project's impact regarding temporary impacts from construction activities increasing ambient noise levels would remain ***significant and unavoidable***.

e. *Transportation.*

i. Impact 4.12-1. Buildout of the Proposed Project would cause intersections to fall below the established significance criteria for the City of Belmont and C/CAG for intersection operation.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-126 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, the delay at the intersection of El Camino Real and Ralston Avenue would exceed the threshold for significance for CMP intersections. Twenty-one intersections identified on page 4.12-145 of the Draft EIR would warrant turn lane additions, and 27 intersections identified on page 4.12-157 of the Draft EIR would exceed the City's threshold for turn lane queue lengths. In addition, the following twelve intersections would potentially have significant impacts during operations in 2035:

- Ralston Ave/SR-92 WB Ramps (Signalized), expected to operate at LOS D during the a.m. peak hour;
- Ralston Ave/ Alameda de las Pulgas (Signalized), expected to operate at LOSE during the a.m. and p.m. peak hours;
- Ralston Avenue/Chula Vista Drive (TWSC), northbound approach expected to operate at LOS F during the a.m. peak hour and at LOS D during the p.m. peak hour;
- Ralston Avenue/Notre Dame University Road (Roundabout), expected to operate at LOS E during the a.m. peak hour;
- Ralston Avenue/Sixth Avenue (Signalized, expected to operate at LOS C during the a.m. peak hour;
- Ralston Avenue/El Camino Real (Signalized), expected to operate at LOS F during the a.m. and p.m. peak hours;
- Ralston Avenue/Old County Road (Signalized), expected to operate at LOS D during the a.m. peak hour and at LOSE during the p.m. peak hour;
- Alameda de las Pulgas/Chula Vista Drive (Roundabout), expected to operate at LOS F during the a.m. peak hour and at LOS F during the p.m. peak hour;
- El Camino Real/Flashner Lane (TWSC), northbound approach expected to operate at LOS D during the p.m. peak hour;
- El Camino Real/O'Neill Avenue (Signalized), expected to operate at LOS C during the p.m. peak hour;
- El Camino Real/Harbor Boulevard (North) (Signalized), expected to operate at LOS D during the p.m. peak hour;

- El Camino Real/Waltermire Street would cause the Peak Hour traffic signal warrant to be met;

- Old County Road/O'Neill Avenue (TWSC), westbound approach expected to operate at LOS C during the a.m. peak hour and at LOS D during the a.m. peak hour; and

- Old County Road/Harbor Boulevard (Signalized), expected to operate at LOS D during the a.m. peak hour and at LOS E during the p.m. peak hour.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.12-132 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure 4.12-1c, 4.12-1n, 4.12-1o

(3) Finding. Mitigation is not feasible at the intersections of Ralston Ave/SR-92 WB Ramps, Ralston Ave/ Alameda de las Pulgas, Ralston Avenue/Notre Dame University Road, Ralston Avenue/Sixth Avenue, Ralston Avenue/El Camino Real, Ralston Avenue/Old County Road, Alameda de las Pulgas/Chula Vista Drive, El Camino Real/O'Neill Avenue, El Camino Real/Harbor Boulevard, or Old County Road/Harbor Boulevard due to right-of-way constraints and would conflict with policies within the Ralston Avenue Corridor Study and Improvement Plan, the City's Complete Streets initiatives, the General Plan vision and policy directives for safe and efficient active transportation. In addition, mitigation is not feasible at the intersection of El Camino Real/Flashner Lane because the installation of a traffic signal would require removal of a medial island along El Camino Real and approval from Caltrans. Mitigation is not feasible at Old County Road/O'Neill Avenue because the additional of new turn lanes would increase the pedestrian crossing distance adjacent to the planned Caltrain undercrossing at O'Neill Avenue. In addition, the installation of turn lanes or additional through lanes is not feasible because it would require the acquisition of substantial new rights-of-way and widen streets in conflict with other Project policies.

The installation of a traffic signal and conversion of the existing left-most lane west of the intersection to a pedestrian island would cause the intersection of Ralston Avenue/Chula Vista Drive to operate at acceptable levels. The installation of a traffic signal would cause the intersection of El Camino Real/Waltermire Street to operate at acceptable levels. The incorporation of all feasible mitigation would reduce impacts at some intersections to a less than significant level, however, it is not possible to mitigate impacts at all the identified intersections. Therefore, the Project's impact would remain ***significant and unavoidable.***

ii. Impact 4.12-2. Buildout of the proposed Project would cause roadway segment operations to fall below C/CAG's established level of service standards.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-164 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, traffic volumes along El Camino Real's roadway segments north and south of Ralston Avenue exceed the threshold for significance for CMP arterial roadway segments.

(2) Mitigation Measure. Mitigation Measure 4.12-2 would require the addition of additional travel lanes along the El Camino Real corridor.

(3) Finding. Mitigation Measure 4.12-2 is not feasible because it would require the acquisition of substantial new rights-of-way and widen streets in conflict with policies within the Ralston Avenue Corridor Study and Improvement Plan, the City's Complete Streets initiatives, the General Plan vision and policy directives for safe and efficient active transportation. Therefore, the impact would remain ***significant and unavoidable.***

iii. Impact 4.12-3. The proposed Project would cause freeway segment operations to fall below C/CAG's established levels.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-167 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, traffic volumes on freeway segments in the Project area would exceed C/CAG's threshold for significance for freeway operations.

(2) Mitigation Measure. Mitigation Measure 4.12-3 would require the addition of additional travel lanes on freeways in the Project area.

(3) Finding. Mitigation Measure 4.12-3 is not feasible because it would require the acquisition of substantial new rights-of-way and widen freeways in conflict with policies within the Ralston Avenue Corridor Study and Improvement Plan, the City's Complete Streets initiatives, the General Plan vision and policy directives for safe and efficient active transportation. Therefore, the impact would remain ***significant and unavoidable.***

iv. Impact 4.12-9. Adoption and implementation of the policies in the proposed Project would not result in inadequate emergency access.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-175 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, increased congestion on roadways in the Project area could affect emergency vehicle response times, particularly during AM and PM peak hours.

(2) Mitigation Measure. The following mitigation measure as discussed in the Draft EIR at page 4.12-175 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure 12-9: Signal Priority and Passing Priority.

(3) Finding.

Under Mitigation Measure 12-9 and state law, the use of the emergency vehicles' sirens to give such vehicles passing priority and the use of the emergency vehicles' signal priority preemption equipment to turn traffic signals red to stop traffic to allow the emergency vehicles to pass through the intersection would reduce the severity of this impact; however, the precise effect of Mitigation Measure 12-9 cannot be accurately quantified due to the unknown frequency of emergency calls and the varying nature of drivers' compliance with siren priority laws. Therefore, the impact is assumed to remain ***significant and unavoidable.***

f. *Utilities.*

i. Impact 4.13-2. Development under the Proposed Project would not require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.13-32 of the Draft EIR. Implementation of the Project would result in future residential, commercial, and industrial land uses in the City, resulting in additional population that would generate additional demand for water and wastewater services, and therefore, an increased demand for water provision and wastewater collection, conveyance, and treatment services over currently established levels.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.13-35 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure UTIL-1: Require water line upsizing
- Mitigation Measure UTIL-2: Require sewer line upsizing
- Mitigation Measure UTIL-3: Require upsizing of Shoreway Pump Station

(3) Finding. As development intensification occurs throughout the BVSP area, upgrades from 6-inch to 8-inch water lines will be required along Old County Road between Masonic Way and Harbor Boulevard, along Ralston Avenue between Old County Road and Elmer Street, along Sixth Avenue between Hill Street and O'Neill Avenue, and along O'Neill Avenue between Sixth Avenue and El Camino Real. In addition, approximately 1,675 feet of sewer lines downstream of the BVSP area and the Shoreway Pump Station will be required to be upsized to accommodate projected growth in the BVSP permitted under the Project. With the incorporation of Mitigation Measures UTIL-1, UTIL-2, and UTIL-3, the Project's impact would be ***less than significant***.

ii. Impact 4.13-5. Development under the Proposed Project would not result in a determination by the wastewater treatment provider which serves or may serve Belmont that it has inadequate capacity to serve the Proposed Project's projected demand in addition to the provider's existing commitments.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.13-41 of the Draft EIR. Implementation of the Project would result in future residential, commercial, and industrial land uses in the City, resulting in additional population that would generate additional demand for wastewater collection, conveyance, and treatment services over currently established levels.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.13-43 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure UTIL-2: Require sewer line upsizing

- Mitigation Measure UTIL-3: Require upsizing of Shoreway Pump Station

(3) Finding. Approximately 1,675 feet of sewer lines downstream of the BVSP area and the Shoreway Pump Station will be required to be upsized to accommodate projected growth in the BVSP permitted under the Project. With the incorporation of Mitigation Measures UTIL-2 and UTIL-3, the Project's impact would be ***less than significant***.

VI. Summary of Unavoidable Significant Adverse Effects

The following significant adverse effects of the Project with respect to Air Quality, Noise, and Transportation are found to be unavoidable despite the adoption by the City Council of all feasible mitigation measures identified in the Final EIR:

- Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.

- Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during operation.

- Implementation of the Proposed Project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).

- Implementation of the Proposed Project would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.

- Implementation of the Proposed Project would generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies during construction.

- Implementation of the Proposed Project would generate excessive groundborne vibration or groundborne noise levels during construction.

- Implementation of the Proposed Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

- Buildout of the Proposed Project would cause intersections to fall below the established significance criteria for the City of Belmont and C/CAG for intersection operation.

- Buildout of the proposed Project would cause roadway segment operations to fall below C/CAG's established level of service standards.

- The proposed Project would cause freeway segment operations to fall below C/CAG's established levels.

- Adoption and implementation of the policies in the proposed Project would not result in inadequate emergency access.

VII. Project Alternatives

Section 15126.6(f) of the CEQA Guidelines requires that an EIR include a "reasonable range of alternatives to the project, or to the location of the project, which would avoid or substantially lessen any significant effects of the project." Based on the analysis in the EIR, the Project would be expected to result in significant and unavoidable impacts to Air Quality, Noise, and Transportation. The EIR alternatives were designed to avoid or reduce these significant unavoidable impacts, and to further reduce impacts that were found to be less than significant.

Two alternatives were analyzed in the EIR, each of which are summarized below and described in more detail in Chapter 5 of the Draft EIR. Specifically, the EIR analyzed Alternative 1: Jobs/Housing Balance and Alternative 2: the No Project Alternative.

The City Council has reviewed the significant impacts associated with the reasonable range of alternatives as compared to the Project, and in evaluating the alternatives has also considered each alternative's feasibility, taking into account a range of economic, environmental, social, legal, and other factors. In evaluating the alternatives, the City Council has also considered the important factors listed in the Statement of Overriding Considerations listed in Section VIII of these Findings, below.

a. *Alternative 1: Jobs/Housing Balance.*

This alternative was designed to provide a more balanced jobs/housing ratio, representing a more even balance between commercial and residential development, in Belmont both in total and by neighborhood (where possible), which in turn has the potential to reduce total vehicle miles traveled by allowing more residents to have the opportunity to live closer to retail and commercial destinations. A better match between commercial and residential land uses is achieved relative to the Proposed Project in part through two additional mixed-use nodes (outside of the BVSP Area) along Ralston Avenue, and more housing within close proximity to Notre Dame de Namur

University (NDNU). Within the BVSP Area, more intense mixed use housing opportunities are created throughout the district, and a "live/work" land use designation is also introduced and applied to a cluster of parcels east of the Caltrain tracks and south of Ralston Avenue. These changes in total result in potential for a more even balance of residential to commercial development in the BVSP Area than the Proposed Project.

i. Finding: Specific economic, legal, social, technological, and other considerations make infeasible this alternative, and the Jobs/Housing Balance Alternative is less desirable than the Project and is rejected for the following reasons:

- The Jobs/Housing Balance Alternative would fail to meet some of the City's key Project objectives listed in Section II of these Findings.

- The Jobs/Housing Balance Alternative would not preserve the character and enhance the quality of Belmont's residential neighborhoods to the same extent as the Project, because it would allow new development styles in more locations than under the proposed Project.

- By promoting less centralized growth than under the Project, the Jobs/Housing Balance Alternative may interfere with efforts to enhance the Belmont Village because projects in Belmont Village would have to compete with projects in other areas of the City.

- Although this alternative would result in a General Plan Update that achieves compliance with all applicable state laws and regulations, it would not result in a General Plan that reflects the goals and aspirations of the community through the year 2035 to the same extent as the Project.

- The Jobs/Housing Balance Alternative would result in similar impacts to those in the Proposed Project for aesthetics; biological resources; cultural resources; geology, soils, and seismicity; hazards and hazardous materials; hydrology, flooding, and water quality; and public services and recreation.

- However, the higher population supported by the Jobs/Housing Balance Alternative in comparison to the Proposed Project would produce greater impacts in relation to population-related externalities such as police and fire services, schools, and demand for water supply and wastewater services.

- The longer construction duration of the Jobs/Housing Balance Alternative required to accommodate the additional development it permits would produce greater impacts related to noise as compared to the Project.

- The Jobs/Housing Balance Alternative would not reduce any of the Project's significant and unavoidable impacts to a less than significant level. All impacts that are significant and unavoidable under the Project would remain significant and unavoidable under this alternative.

b. *Alternative 2: the No Project Alternative.*

The No Project scenario represents the continuation of the current General Plan (last updated in 1982) and Downtown Specific Plan (adopted in 1990 and amended in 1995) land use designations, with no Climate Action Plan in effect. It assumes that the existing General Plan, Zoning Ordinance, and Downtown Specific Plan would continue to guide development in the Planning Area until buildout in 2035. In relationship to the Proposed Project, the No Project Alternative: has different land uses; densities/intensities are lower, and mixed-use development and development of centers and walkable communities is not promoted to the level in the Proposed Project; is based on a different set of core values/goals and objectives; has lower residential capacity; and has reduced alternate modes of transportation, connectivity, and street capacity.

i. Finding: Specific economic, legal, social, technological, and other considerations make infeasible this alternative, and the No Project Alternative is less desirable than the Project and is rejected for the following reasons:

- The No Project Alternative would fail to meet most of the City's key Project objectives listed in Section II of these Findings.

- The No Project Alternative would not enhance the Belmont Village or develop a distinct identify for the area as Belmont's vibrant town center for residents and visitors with commercial, residential, dining, civic, cultural, and entertainment activities.

- The No Project Alternative would not promote opportunities for continued economic growth and vitality in Belmont or result in wider shopping and dining opportunities for residents.

- The No Project Alternative would not provide areas for diverse employment and business opportunities to promote diversity in Belmont's economic base.

- The No Project Alternative would not include the transportation and infrastructure improvements that would occur under the proposed Project and it would not ensure adequate provision of community-serving facilities such as recreation facilities, child daycare facilities, places of worship, schools and other educational institutions, and schools to serve current and future residents.

- The No Project Alternative would not pursue annexation of the Harbor Industrial Area (HIA) and bring it into the Belmont city limits.

- The No Project Alternative would not yield an updated General Plan that reflects the community's goals or that complies with current state laws and regulations.

- The No Project Alternative would not yield a specific plan for the Belmont Village to promote and facilitate development of a vibrant downtown that serves as the City's shopping, employment, activity, and community center.

- The No Project Alternative would not yield a Climate Action Plan to increase municipal, residential, and commercial energy efficiency, renewable energy, efficient water use, and green building or reduce emissions from transportation through efficient land use, alternate modes of transportation, and operational innovations.

c. *Environmentally Superior Alternative.* As discussed above and in Section 5.4 of the Draft EIR, Alternative 2: the No Project Alternative was identified as the environmentally superior alternative to the Project that would avoid or substantially lessen, to the greatest extent, the environmental impacts associated with the Project.

The No Project Alternative is environmentally superior to the Project and the Jobs/Housing Balance Alternative because it permits less development overall. Specifically, the No Project Alternative would reduce the Project's significant and avoidable impacts regarding air quality and noise. Despite these benefits, the No Project Alternative would result in greater impacts than the Project with respect to aesthetics; energy, GHGs, and climate change; hazards and hazardous materials; and land use, housing, and population. Most notable is the topical area of land use, housing, and population, which has a less than significant impact in the Proposed Project, but would have a significant impact under the No Project Alternative due to its conflicts with Plan Bay Area 2040. However, reduced development intensity under the No Project Alternative would fail to achieve most of the City's key Project objectives, as discussed in more detail above.

Under CEQA Guidelines Section 15126.6(e)(2), when the "no project" alternative is environmentally superior, another alternative must also be considered. Alternative 1 would support more housing and fewer jobs than the Project, which would contribute to additional VMT reductions at the TAZ level in areas of high density mixed use, which are proposed in greater numbers under Alternative 1 than under the Project. Accordingly, Alternative 1 decreases VMT per service population relative to both the Proposed Project and the No Project Alternative by reducing trip lengths and the number of daily trips per service population, and would result in increased pedestrian/bicycle activity and transit ridership. However, increased development intensity in more dispersed locations under Alternative 1 would fail to achieve some of the City's key Project objectives, as discussed in more detail above.

i. Finding. After consideration of this reasonable range of identified alternatives to the Project, the City Council finds that none can achieve the goals and objectives set forth in the Project, and that because of each alternative's inability to achieve one or more of such goals and objectives, each identified alternative is rejected as being infeasible, as described above. The alternatives to the Project fundamentally fail to achieve the comprehensive goals and objectives for the Project and related City plans and policies, and as such are deemed infeasible.

VIII. Statement of Overriding Considerations

In approving the Project, the City Council makes the following Statement of Overriding Considerations in support of its findings on the EIR. The City Council has considered the information contained in the EIR and all other public comments, responses to comments, and accompanying technical memoranda and staff reports included in the public record.

The City Council has carefully balanced the benefits of the Project against any adverse impacts identified in the EIR that could not be feasibly mitigated to a less than significant level. Notwithstanding the identification and analysis of impacts that are identified in the EIR as being significant and which have not been eliminated, lessened or mitigated to a level of insignificance, the City Council, acting pursuant to CEQA Guidelines Section 15092 and 15093, hereby determines that remaining significant effects on the environment found to be unavoidable in Section VI above, are acceptable due to overriding concerns described below. Specifically, the benefits of the Project outweigh the unmitigated adverse impacts and the Project should be approved.

Based on the objectives identified in the proposed Project, and through extensive public participation, the City Council has determined that the Project should be approved, and any remaining unmitigated environmental impacts attributable to the Project are outweighed by the following specific environmental, economic, fiscal, social, housing and other overriding considerations, each one being a separate and independent basis upon which to approve the Project. Substantial evidence in the record demonstrates the City would derive the following benefits from adoption and implementation of the Project:

The Project is the product of an extensive outreach effort conduct by the City throughout the planning process. The engagement process for the Project was developed to involve as diverse a group of residents and stakeholders as possible, and stakeholders from throughout the community worked together to make recommendations on how to best balance the City's needs, and the Project reflects this community effort.

The Project includes a General Plan and Phase I Zoning scheme that focuses new development in downtown Belmont, leaving the majority of the City unchanged. This plan for the City's future growth will help preserve Belmont's small-town ambiance in the City's built-out and established residential neighborhoods and prevent significant new development from occurring in the hills or other preservation areas within the City.

The Project includes policies and programs to promote mobility for bicyclists, walkers, and other non-drivers that will improve safety. In addition, the street designs promoted in the BVSP will help create a lively and attractive public realm in Belmont Village.

The Project permits development that will contribute to fiscal security for Belmont, which will permit the community to maintain its investment in school, library, arts, and other programs that facilitate lifelong learning.

Both the General Plan and the BVSP promote the development of Belmont's town center as the heart of the community's civic and economic life, with land use designations to promote a mix of business and residential opportunities that fit with the community's character.

Critically, the BVSP identifies public capital improvements and public services that will encourage private reinvestment in the area to support and promote infill development that serves Belmont's residential and employment populations.

The Project incorporates all feasible mitigation measures to reduce potential environmental impacts to the greatest extent feasible. No feasible mitigation measures or alternatives have been identified to mitigate the remaining significant and unavoidable adverse effects of the Project.

Based on the detailed findings made above, the City Council hereby finds that economic and social considerations outweigh the remaining environmental effects of approval and implementation of the Project, and the City Council hereby concludes that the Project should be approved.

IX. Mitigation Monitoring and Reporting Program

The MMRP sets forth specific monitoring actions, timing requirements and monitoring/verification entities for each mitigation measure adopted in these Findings, in compliance with Public Resources Code Section 21081.6(a)(1) and CEQA Guidelines Section 15097. The City Council hereby adopts the MMRP and determines that compliance with the MMRP is a condition of approval of the Project.

X. Modifications to Project and EIR

a. *Modifications within the Final EIR*

In the course of responding to comments received during the public review and comment period on the Draft EIR, some modifications have been made and some new information amplifying and clarifying information has been added to the Final EIR. The City has analyzed the modifications in the Final EIR and has assessed whether those modifications trigger the thresholds for recirculation as identified in Public Resources Code Section 21092.1 and in Section 15088.5 of the CEQA Guidelines.

The Project as reviewed in the Final EIR will not result in any significant environmental impacts not identified in the Draft EIR or result in a substantial increase in the severity of a significant environmental impact identified in the Draft EIR, nor will any modifications to the mitigation measures result in new significant impacts. No additional feasible Project alternative or mitigation measure considerably different from others analyzed in the Draft EIR has been identified that would clearly lessen the environmental impacts of the Project. The City Council hereby determines, based on the standards provided in Public Resources Code Section 21092.1 and Section 15088.5 of the CEQA Guidelines, that recirculation of the EIR is not required prior to approval of the Project.

b. *Modifications to the Project Subsequent to Certification of the EIR*

In addition to the changes noted in the Final EIR, the City has incorporated a number of changes into the Project since it certified the EIR on October 24, 2017. The majority of these changes are minor corrections, clarifying edits, or additional background information that amplifies analysis already incorporated into the EIR. None of these minor changes to the Project have the potential to affect the Project's environmental impacts; accordingly, subsequent environmental review is not required under CEQA Guidelines Section 15162 as a result of these minor modifications.

A limited number of Project modifications require minor revisions to the EIR, and the following modifications are made by this reference:

i. Draft EIR page 3-16:

Belmont Village Mixed Use (Floor Area Ratio, or Base FAR, 2.0; Maximum FAR 2.5 with additional community benefits~~45 du/ac~~). The Belmont Village Mixed Use land use designation applies to all parcels in the Belmont Village Priority Development Area (PDA) and is intended to promote a pedestrian-oriented, mixed-use core in Downtown Belmont. The details for the Belmont Village PDA, including the precise mix of uses, are provided in the Belmont Village PDA Specific Plan. The Belmont Village Mixed Use designation allows for residential uses, as well as retail, service, office, and entertainment uses, where appropriate, in a vertical and/or horizontal mixed-use setting. Small- and medium-sized retail uses are encouraged in the Village, focusing on meeting neighborhood and community needs; as well as unique specialty shops that attract locals and visitors alike. The maximum base FAR in the Belmont Village Mixed Use designation is 2.0 ~~and the maximum residential density is 45 du/ac~~. If a public benefits zoning ordinance is adopted that requires greater proportional public benefits than would be required for projects up to a FAR of 2.0 ~~45 du/ac~~, then projects may build to a maximum FAR of 2.5 ~~and a maximum residential density of 60 du/ac~~.

ii. Draft EIR Page 4.12-172

Policy 3.2-2. Look for ways to partner with ride-sharing services as a means to ~~reduce single-occupancy vehicle trips,~~ reduce the need for car ownership and cover service gaps in the public transportation system.

****

Policy 3.7-1. Ensure that adequate transit service facilities are provided in Belmont, including ~~bus turn-outs along arterials~~ roadway geometry or traffic operations improvements when needed, and bus stop amenities including, but not limited to, lighted shelters, benches, and route information signs.

iii. Draft EIR Page 4.12-173

Policy 3.7-6. Support improvement and frequency of north-south mass transit service, while minimizing community impacts, by advocating for increased service at the Belmont Caltrain station as systemwide improvements are made, and working with SamTrans to implement service improvements (such as transit signal priority and rapid bus service) on El Camino Real.

Policy 3.7-8. Support the California High Speed Rail Authority in the goal to bring high speed rail to the San Francisco Peninsula, while minimizing the community impacts of any potential railway infrastructure improvements.

c. *Findings*

The City Council finds, based on substantial evidence in the record, that that none of the events described in Section 15162 requiring the preparation of a subsequent EIR or negative declaration have occurred:

- As analyzed above, the Project modifications do not consist of substantial changes and do not require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This is supported by the fact that the Project modifications consist only of minor changes or amendments; because the Project does not include material changes, there are no changes that would require substantial revisions to the EIR.

- No substantial changes have occurred with respect to the circumstances under which the Project is to be undertaken that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This is supported by the fact that the EIR was certified on October 24, 2017, only three weeks before the Project is being considered, and the circumstances surrounding the implementation of the Project are substantially similar to when the EIR was certified.

- No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows that:

    - The Project will have one or more significant effects not discussed in the EIR, or

    - Significant effects previously examined will be substantially more severe than shown in the EIR, or

    - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the EIR, but the project proponents decline to adopt the mitigation measures or alternative, or

    - Mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. This is supported by the fact that no new information, let alone new information of substantial importance, has been added to the record regarding the Project or the EIR.

Based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, the City Council, exercising its independent judgment and analysis, finds that the Project falls within the environmental parameters analyzed in the EIR, and that the Project would not result in any new significant environmental effects or a substantial increase in the severity of any previously identified effects beyond those disclosed and analyzed in the EIR certified by City Council nor would new mitigation be required for the Project.

XI. Filing Notice of Determination

The City Council hereby directs the Planning Division to file a Notice of Determination regarding the approval of the Project within five (5) business days of adoption of this resolution.

XII. Severability

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the project, shall continue in full force and effect unless amended or modified by the City.

XIII. Incorporation by Reference

These findings incorporate the text of the EIR for the project, including the MMRP, City staff reports relating to the project and other documents relating to public hearings on the project, by reference, in their entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, project and cumulative impacts, the basis for determining the significance of impacts, the comparison of the alternatives to the project, the determination of the environmentally superior alternative, and the reasons for approving the project.

EXHIBIT B

Mitigation Monitoring and Reporting Program

for the

FINAL ENVIRONMENTAL IMPACT REPORT

SCH No. 2016082075

Belmont 2035 General Plan

Phase I Zoning

Belmont Village Specific Plan

Belmont Village Zoning

Climate Action Plan

November 2017

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1 Purpose

Section 21081.6 to the State of California Public Resources Code requires a lead or responsible agency that approves or carries out a project where an Environmental Impact Report (EIR) has identified significant environmental effects to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Belmont (the "City") is the lead agency for the EIR for the Belmont General Plan, Phase I Zoning Regulations, and Belmont Village Specific Plan, Belmont Village Zoning, and Climate Action Plan (collectively referred to as the Proposed Project), SCH No. 2016082075, and therefore is responsible for implementation of the mitigation monitoring and reporting program. An EIR has been prepared for the Proposed Project that addresses potential environmental impacts and, where appropriate, recommends measures to mitigate these impacts.

The Mitigation Monitoring and Reporting Program (MMRP) has been prepared in conformance with CEQA Guidelines Section 21081.6. It is the intent of this program to:

1. Verify satisfaction of the required mitigation measures of the EIR;
2. Provide a methodology to document implementation of the required mitigation;
3. Provide a record of the monitoring program;
4. Identify monitoring responsibility;
5. Establish administrative procedures for the clearance of mitigation measures;
6. Establish the frequency and duration of monitoring; and
7. Utilize existing review processes wherever feasible.

The MMRP describes the procedures that will be used to implement the mitigation measures adopted in connection with the approval of the Proposed Project and the methods of monitoring such actions. A monitoring program is necessary only for impacts which would be significant if not mitigated.

If, during the course of project implementation, any of the mitigation measures identified cannot be successfully implemented, the City shall immediately inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the project is required, and/or whether alternative mitigation is appropriate.

The following consists of a monitoring program table noting the responsible entity for mitigation monitoring, the timing, and a list of all project-related mitigation measures.

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2 Mitigation Monitoring and Reporting Plan

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
Air Quality					
AQ-1	**Require Tier 4 engines on Construction Equipment.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on an EPA-approved Tier 4 or newer engine. Exemptions can be made for specialized equipment where Tier 4 engines are not commercially available within 200 miles of the project site. The construction contract must identify these pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA- approved Tier 3 engine. ARB regulations will result in the percentage of Tier 4 engines increasing over the next several years.	Project applicant shall submit data from contractor	Prior to issuance of grading and construction permits	Construction contractor and City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
AQ-2	**Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	Project applicant shall submit data from contractor	Prior to issuance of grading and construction permits	Construction contractor and City of Belmont Community Development Department	
AQ-3	**Require Low-VOC Coatings during Construction.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.	Project applicant shall submit data to City of Belmont and BAAQMD	Prior to discretionary project approval	City of Belmont Community Development Department	
AQ-4	**Require Fugitive Dust Best Management Practices.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control	Project applicant shall submit data from contractor	Prior to issuance of grading permit	Construction contractor and City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
	measures at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and un- paved access roads) will be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite will be covered. • All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used. • Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the District will also be visible to ensure compliance.				
AQ-5	**Promote Green Consumer Products.** For all projects developed within the Planning Area, developer(s) shall provide education for residential and commercial tenants	Project applicant shall submit planned electronic correspondence	Prior to receipt of certificate of final occupancy	City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
	concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors shall work with the City of Belmont to develop electronic correspondence to be distributed by email to new residential and commercial tenants that encourages the purchase of consumer products that generate lower than typical VOC emissions. Examples of green products may include low-VOC architectural coatings, cleaning supplies, and consumer products, as well as alternatively fueled landscaping equipment.				
AQ-6	**Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment.** All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project-level thresholds, then additional mitigation would be un-necessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project- level thresholds, additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.	Project applicant shall prepare site-specific construction health risk assessment	Prior to discretionary project approval	City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
Cultural Resources					
CULT-1	**Require façade maintenance of the Firehouse Building.** Any approved project development that involves physical changes to the Firehouse Building will be required to maintain the recognizable portion of the existing structure's Spanish façade and integrate it into the new structure with complementary architecture.	Project applicant shall submit architectural plans and renderings	Prior to discretionary project approval	City of Belmont Community Development Department	
CULT-2	**Require historical signage at Firehouse Square.** Any approved project development that involves physical changes to the Firehouse Building will be required to include detailed signage with historical information for residents, employees, and passers-by about the old Firehouse.	Project applicant shall submit architectural plans and renderings	Prior to discretionary project approval	City of Belmont Community Development Department	
Transportation					
4.12-1c	**Ralston Avenue/Chula Vista Drive**. • Install a traffic signal • Convert the existing westbound merge (left-most) lane west of the intersection to a pedestrian refuge island, as described in the Ralston Avenue Corridor Study and Improvement Plan.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
4.12-1d	**Ralston Avenue/Notre Dame University Road**. • Install a traffic signal instead of a roundabout • Convert the existing eastbound merge (left-most) lane west of the intersection to a pedestrian refuge island, as described in the Ralston Avenue Corridor Study and Improvement Plan	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department	
4.12-1f	**Ralston Avenue/El Camino Real.** • Modify the traffic signal to include a westbound right-turn overlap phase.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department	
4.12-1j	**El Camino Real/O'Neill Avenue**. • Modify the traffic signal to include a northbound right-turn overlap phase.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that	Prior to discretionary project approval	City of Belmont Public Works Department.	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
		includes this intersection			
4.12-1k	**El Camino Real/Harbor Boulevard (North).** • Modify the traffic signal to include a westbound right-turn overlap phase.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department.	
4.12-1n	Same as 4.12-1c				
4.12-1o	**Old County Road and Harbor Boulevard.** • Install a traffic signal.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department.	
Utilities					
UTIL-1	**Require water line upsizing.** As development intensification occurs throughout the BVSP Area, upgrades from 6-inch to 8-inch water lines will be required as necessary. The existing water lines in the	Project applicants shall secure verification that water service can be provided. As	Water system capacity shall be verified prior to issuance of grading permits for	City of Belmont Public Works Department and Community Development	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
	BVSP Area are displayed in Figure 4.13-2, and planned improvements are displayed in Figure 4.13-3. Lines that are anticipated to need upgrades include the 6-inch lines along Old County Road between Masonic Way and Harbor Boulevard, along Ralston Avenue between Old County Road and Elmer Street, along Sixth Avenue between Hill Street and O'Neill Avenue, and along O'Neill Avenue between Sixth Avenue and El Camino Real. The physical improvements will be subject to project-level environmental review as needed.	projects are built in accordance with the Specific Plan, City of Belmont Public Works in conjunction with Mid-Peninsula Water District shall monitor system capacity and construct necessary upgrades over time.	individual projects. Ongoing study and monitoring of the BVSP Area water infrastructure shall be performed by the Public Works Department and Mid-Peninsula Water District.	Department; Mid-Peninsula Water District	
UTIL-2	**Require sewer line upsizing.** As development intensification occurs throughout the BVSP Area, approximately 1,675 feet of sewer lines downstream of the BVSP Area will be required to be upsized as a direct result of growth in the BVSP Area. The existing sewer lines in the BVSP Area are displayed in Figure 4.13-5, and planned improvements are displayed in Figure 4.13-6. Lines that are anticipated to need upgrades lie along Masonic Way and Hiller Street.	Project applicants shall secure verification that sewer service can be provided. As projects are built in accordance with the Specific Plan, City of Belmont Public Works in conjunction with Silicon Valley Clean Water shall monitor system capacity and construct necessary upgrades over time consistent with the City's Sanitary Sewer System Capacity Analysis	Sewer system capacity shall be verified prior to issuance of grading permits for individual projects. Ongoing study and monitoring of the BVSP Area sewer infrastructure shall be performed by the Public Works Department and Silicon Valley Clean Water	City of Belmont Public Works Department and Community Development Department; Silicon Valley Clean Water	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
		and the Silicon Valley Clean Water Conveyance System Master Plan.			
UTIL-3	**Require upsizing of Shoreway Pump Station.** As development intensification occurs throughout the BVSP Area, the Shoreway Pump Station will be required to be upsized as a direct result of growth in the BVSP Area.	Project applicants shall secure verification that sewer service can be provided. As projects are built in accordance with the Specific Plan, City of Belmont Public Works in conjunction with Silicon Valley Clean Water shall monitor system capacity and construct necessary upgrades to the Shoreway Pump Station over time consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan.	Sewer system capacity shall be verified prior to issuance of grading permits for individual projects. Ongoing study and monitoring of the BVSP Area sewer infrastructure shall be performed by the Public Works Department and Silicon Valley Clean Water	City of Belmont Public Works Department and Community Development Department; Silicon Valley Clean Water	
Policies Incorporated into the Project that Reduce Environmental Impacts					

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
The EIR lists numerous policies contained in the General Plan, Belmont Village Specific Plan, and Climate Action Plan that reduce the environmental impacts of the project, in some cases to a level of insignificance. As permitted by CEQA Guidelines Section 15097(b), the monitoring plan for these policies consists of City implementation and enforcement of those policies.		City of Belmont	1. Annually through the annual report on general plan status. 2. As part of the review of each development project and proposed public work.	City of Belmont Community Development Department	1. Annual report on general plan status. 2. As part of findings of approval for individual projects.

CATEGORICAL EXEMPTION PER 2024 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUTES & GUIDELINES – SECTION 15303

1397 El Camino Real & APN 045-243-050 – Canna-Bel Retail Cannabis Business

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

(b) A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

(f) An accessory steam sterilization unit for the treatment of medical waste at a facility occupied by a medical waste generator, provided that the unit is installed and operated in accordance with the Medical Waste Management Act (Section 117600, et seq., of the Health and Safety Code) and accepts no offsite waste.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21084, Public Resources Code.

The proposed project, establishment of a proposed Retail Cannabis Business (Canna-Bel) at 1397 El Camino Real & APN 045-243-050, will only result in installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use (restaurant) to another (retail cannabis business) where only minor modifications are made in the exterior of the structure. As such, the project meets the Categorical Exemption requirements as per Section 15303, Class 3(c) & (d).

GENERAL NOTES

1. CONTRACTOR SHALL ADHERE TO ALL CODES, RULES, AND REGULATIONS GOVERNING CONSTRUCTION, BUILDING ACCESS AND THE USE OF FACILITIES AS SET BY LOCAL BUILDING DEPARTMENT AGENCY AND THE BUILDING OWNERS. TITLE 24 C.A.C ESPECIALLY THOSE ABSTRACTS DEALING WITH ENERGY AND HANDICAPPED ACCESS REQUIREMENTS. ANYTHING SHOWN ON THESE DRAWINGS, NOT IN ACCORDANCE WITH THESE RULES AND REGULATIONS, SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER BEFORE PROCEEDING WITH ANY WORK.
2. DRAWINGS SHALL NOT BE SCALED FOR DIMENSIONAL INFORMATION.
3. THE CONTRACTOR AND SUBCONTRACTORS SHALL VERIFY ALL CONDITIONS AND DIMENSIONS IN THE FIELD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE DESIGNER OF ANY CONFLICTS HEREIN, EITHER APPARENT OR OBVIOUS PRIOR TO START OF WORK ON THAT ITEM OR BEAR THE RESPONSIBILITY OF CORRECTING SUCH WORK AS DIRECTED BY THE ARCHITECT.
4. ALL WORK SHALL BE DONE IN A FIRST CLASS WORKMANLIKE MANNER BY MECHANICS SKILLED IN THEIR RESPECTIVE TRADES.
5. THE CONTRACTOR SHALL REVIEW PLANS AND THE AREA OF CONSTRUCTION CAREFULLY TO INSURE FULL UNDERSTANDING OF EXACT SCOPE OF WORK. THE ARCHITECT WILL BE AVAILABLE TO REVIEW ALL WORK ON SITE AND RESOLVE ANY UNCLEAR ITEMS
6. THE CONTRACTOR SHALL CONTACT THE BUILDING MANAGEMENT TO BE ADVISED OF THE RULES OF THE BUILDING WITH RESPECT TO CONSTRUCTION, WHEN AND HOW DELIVERIES AND/OR REMOVALS CAN BE DONE ON REGULAR OR OVERTIME AND IN GENERAL, ANY BUILDING REQUIREMENTS WHICH WILL AFFECT THEIR WORK.
7. THE CONTRACTOR SHALL SUBMIT TO THE ARCHITECT ALL FABRICATION SHOP DWGS. AND FIXTURE CUTS FOR APPROVAL AFTER HAVING CHECKED AND APPROVED THEM FIRST, WHERE APPLICABLE
8. THE CONTRACTOR SHALL FURNISH A SYSTEM OF TEMPORARY LIGHTS AND WATER THROUGHOUT THE SPACE UNDER CONSTRUCTION, IF REQUIRED.
9. THE CONTRACTOR SHALL REMOVE FROM THE BUILDING ALL RUBBISH AND WASTE MATERIALS, FOR HIS OWN SUBCONTRACTING. IF REQUIRED.
10. NO WORK DEPENDING ON PARTITION LOCATIONS SHALL BE DONE UNTIL THE CONTRACTOR HAS MARKED PARTITION LOCATIONS ON THE FLOOR SLAB IN THE FIELD AND THE ARCHITECT HAS APPROVED THEM.
11. THE CONTRACTOR SHALL LEAVE THE PREMISES IN A CLEAN AND ORDERLY MANNER.
12. THE CONTRACTOR'S PRICE IS TO BE COMPLETE IN ALL WAYS INCLUDING TAXES, OVER-TIME, SHIPPING, ETC.
13. ALL MATERIALS AND INSTALLATIONS SHALL BE IN ACCORDANCE WITH MANUFACTURER'S LATEST PRINTED SPECIFICATIONS AND WITH CODE REQUIREMENTS.
14. THE WORK INCLUDED UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH AIA GENERAL CONDITIONS DOCUMENT A-201, 1991 EDITION.
15. CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS SHALL GUARANTEE THAT THE WORK IS FREE FROM ANY DEFECTS IN WORKMANSHIP AND MATERIALS FOR A PERIOD OF ONE YEAR FROM DATE OF COMPLETION AND BE RESPONSIBLE FOR REPAIR OR REPLACEMENT AT NO ADDITIONAL CHARGE.
16. CONTRACTORS TO CARRY EMPLOYER'S LIABILITY INSURANCE OF NOT LESS THAN $1,000,000 PER OCCURRENCE, AND COMPREHENSIVE GENERAL LIABILITY OF AT LEAST $2,000,000 COMBINED SINGLE LIMIT FOR BODILY INJURY, DEATH, OR PROPERTY DAMAGE THE POLICIES TO ALSO COVER LANDLORD AND TENANT AS ADDITIONAL INSURED.

SCOPE OF WORK

EXISTING RESTAURANT (1131 SQ FT) TO BE CONVERTED TO A NEW CANNABIS RETAIL. INTERIOR

EXTERIOR MODIFICATIONS CLOSE 2 STOREFRONTS, SECURITY GRILL AT WINDOWS, & NEW SECURITY FENCE TO ENCLOSE THE WHOLE LOT.

NEW PARTITION WALLS ,NEW LIGHTINGS, NEW SPLIT UNITS, AND A NEW ACCESSIBLE RESTROOM.

SIGN & FENCE PERMIT TO BE DEFERRED.

BUILDING INFORMATION

BUILDING DESCRIPTION:	1 BUILDINGS IN LOT. EXISTING: 1 STORY PROPOSED: NO CHANGE
(E) OCCUPANCY CLASS.:	M

PLANNING INFORMATION

ZONING: CORRIDOR MIXED USE (CMU)

CODE CYCLE

- 2022 CALIFORNIA BUILDING CODE
- 2022 CALIFORNIA ELECTRIC CODE
- 2022 CALIFORNIA MECHANICAL CODE
- 2022 CALIFORNIA PLUMBING CODE
- 2022 GREEN BUILDING CODE
- 2022 CALIFORNIA FIRE CODE
- 2022 CALIFORNIA ENERGY CODE
- 2022 BELMONT BUILDING CODE

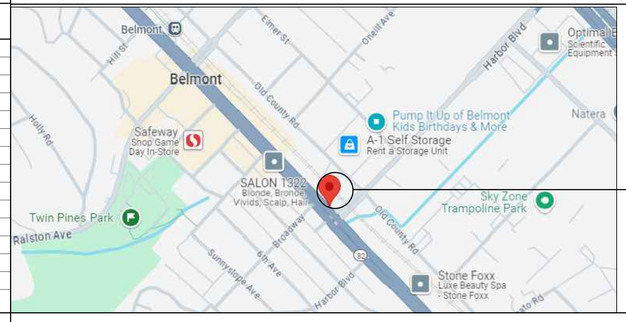
DRAWING INDEX

A0.0	COVER SHEET
A1.0	EXISTING SITE PLAN
A1.0.1	PROPOSED SITE PLAN
A1.1	EXISTING FLOOR PLANS & ELEVATIONS
A2.0	PROPOSED PLANS & INTERIOR ELEVATIONS
A2.1	PROPOSED ELEVATIONS
A2.2	PROPOSED ELECTRICAL & MECHANICAL PLANS
A2.3	PROPOSED PLANS
A2.4	INTERIOR RENDERINGS





VICINITY MAP N.T.S.



SYMBOLS

- 1 / A4 — SECTION DRAWING SHEET NUMBER
- 1 / A5 — ELEVATION DRAWING SHEET NUMBER
- 1 / A4 — DETAIL DRAWING SHEET NUMBER
- UP / LEFT / A3 / RIGHT / DOWN — IINTERIOR ELEVATION SHEET NUMBER DRAWING NUMBER
- OFFICE / 101 — ROOM IDENTIFICATION ROOM NAME ROOM NUMBER
- 1 — DOOR NUMBER
- 1 — WINDOW NUMBER
- X / 12 — EQUIPMENT SYMBOL EQUIPMENT TYPE EQUIPMENT GROUP
- 1 — REVISION
- 1 — WALL TYPE
- F-1 — FINISH SYMBOL
- MATCH LINE SHADED PORTION IS SIDE CONSIDERED
- DATUM POINT
- A / 1 — COLUMN GRID
- T.W. 15'-0" — TOP OF WALL

PROJECT TEAM INFO

PROPERTY OWNER
Bechwati Properties, LLC
C/O Cynthia Bechwati
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Fremont CA 94539
bechwaticynthia@gmail.com
(510) 501-6564

PROPERTY OWNER'S AUTHORIZED AGENT
Philip Lesser
555 Laurel Avenue, #501
San Mateo CA 94401
(650) 346-2903
phnsan@msn.com

TENANT
Belmont A & E Green Solutions, Inc.
C/O Khader "Al" Elshawa
701 Freeport Lane,
Redwood Shores CA 94065
Alshawa0712@gmail.com
(415) 509-8664

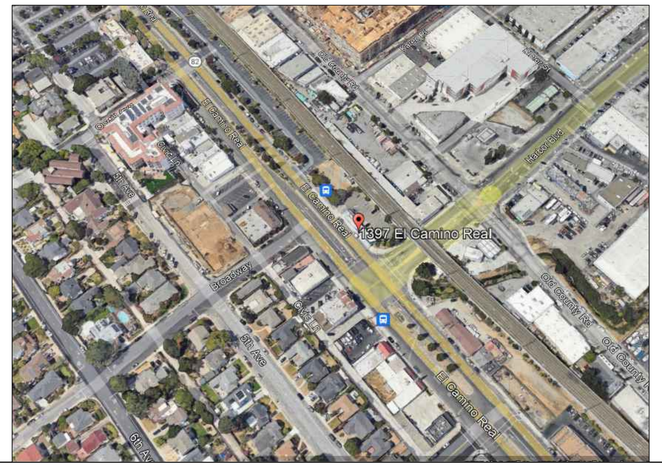
GENERAL CONTRACTOR
Pacific Baldwin contractor Co.
443 Airport Blvd.#305
Burlingame Ca. 94010
Tel 510-517-1177
License #1003110
Exp. 03/25

ARCHITECT
SHATARA ARCHITECTURE, INC.
License #C24700 (expires 10/31/23)
890 7th Street
San Francisco CA 94107
(415) 871-1229
suheil@shataraarch.com

BUILDING PHOTOS







DSD
DESIGNER INFO
DINA SHURRAB
ADDRESS
398 CYPRESS AVE,
SOUTH SAN FRANCISCO , CA
94080
CONTACT INFO
951-414-7734
DINASHURRAB@GMAIL.COM

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PROJECT
TENANT IMPROVEMENT
ADDRESS
1397 EL CAMINO REAL
BELMONT, CA 94002

APN: 045243040

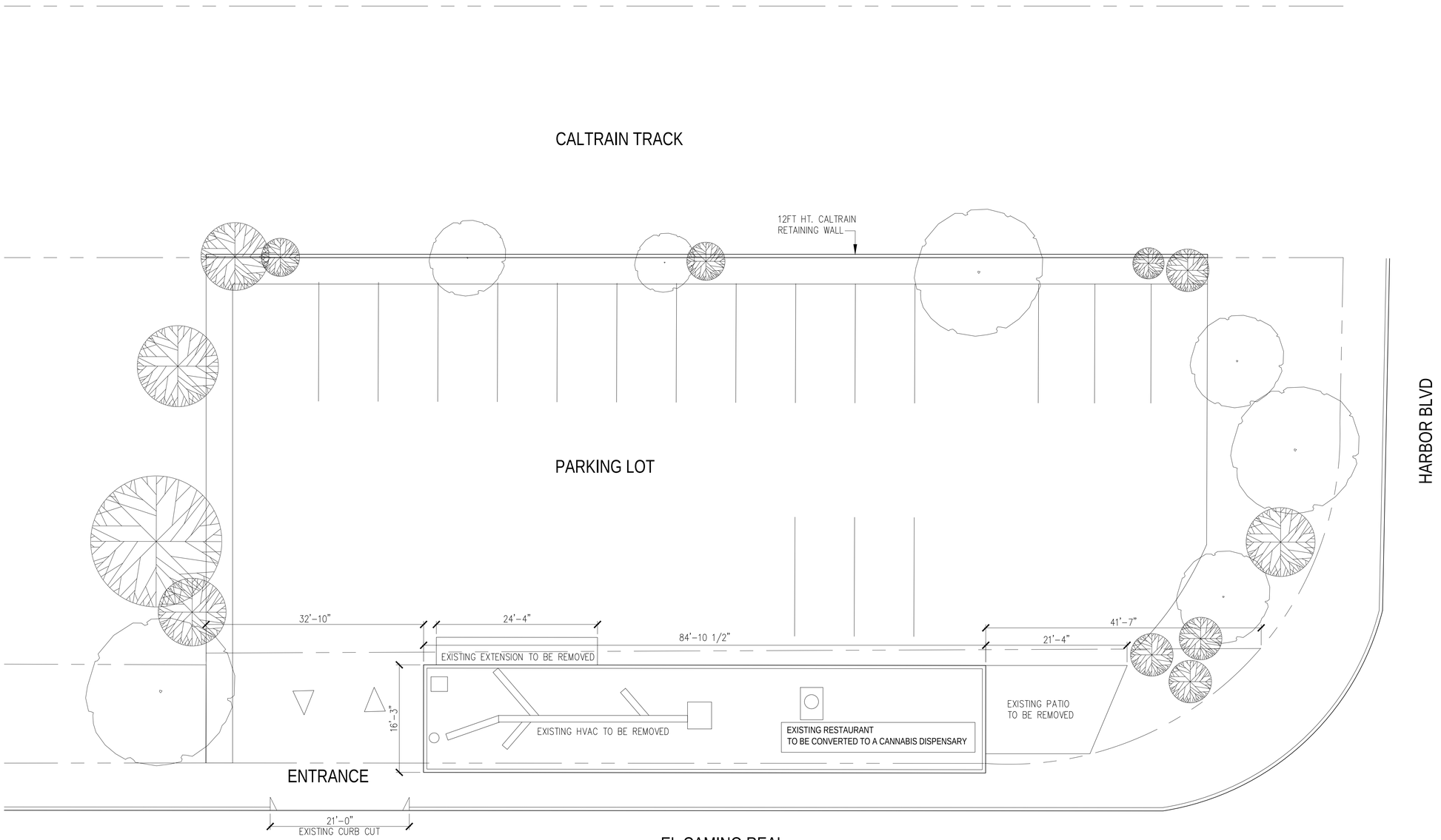
OWNER INFO
BECHWATI PROPERTIES, LLC
ADDRESS
43053 SABERCAT PLACE,
FREMONT, CA 94539
CONTACT INFO
(510) 501-6564
BECHWATICYNTHIA@GMAIL.COM

ISSUED	DATE	NO.
BUILDING	01.24.2025	

REGISTERED PROFESSIONAL ENGINEER
No. C24700
RENEWAL 10/31/24
STATE OF CALIFORNIA

SHEET DESCRIPTION
COVER SHEET

A0.0



1 EXISTING SITE PLAN
SCALE : 1/8"=1'-0"

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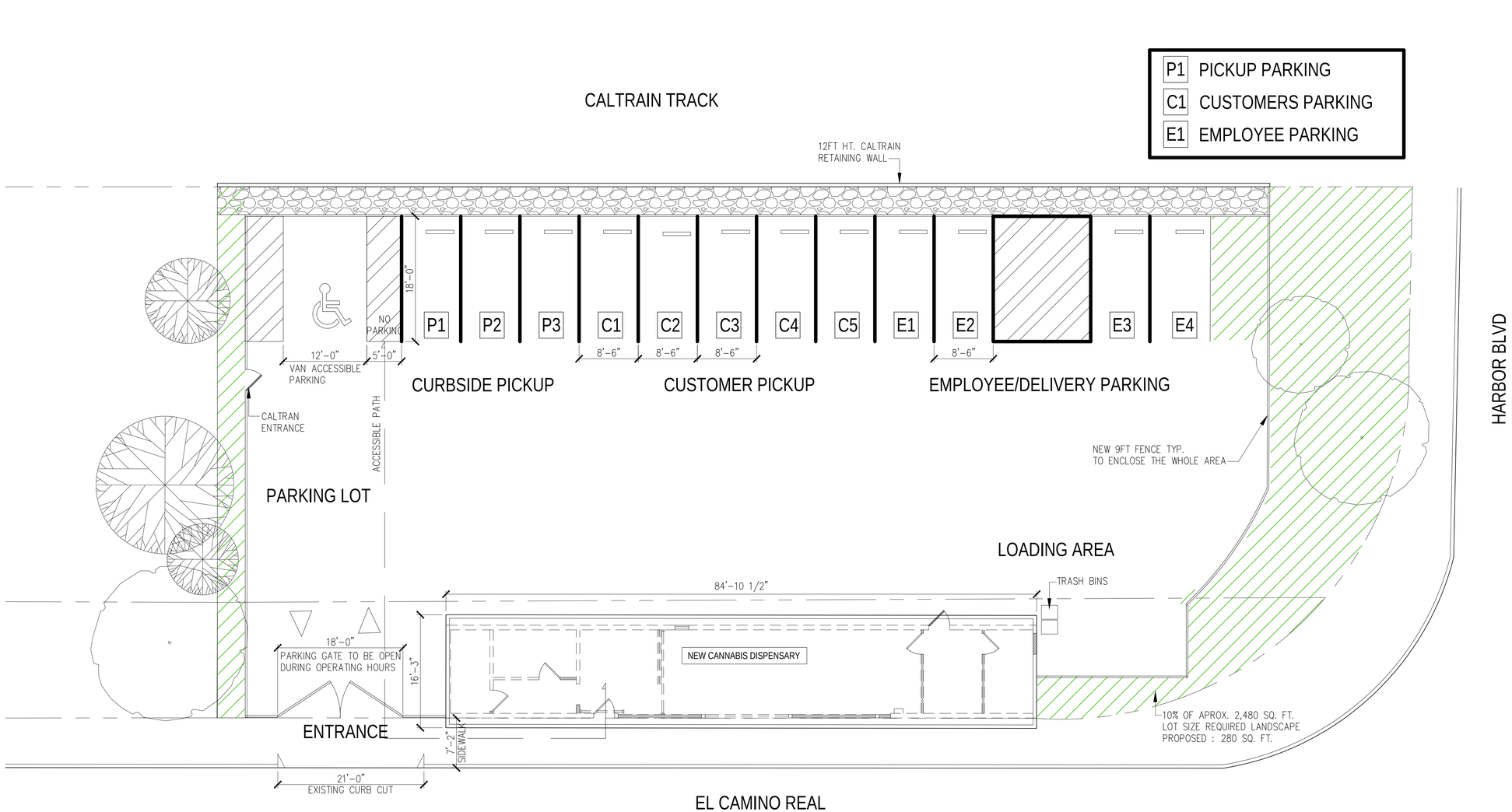
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BECHWATICYNTHIA@GMAIL.COM

ISSUED	DATE	NO.
BUILDING	01.24.2025	

REGISTERED PROFESSIONAL ENGINEER
DINA SHURRAB
No. C54790
REN. 08/31/26
CIVIL
STATE OF CALIFORNIA

SHEET DESCRIPTION
SITE PLAN

A1.0



1 PROPOSED SITE PLAN
SCALE : 1/8"=1'-0"

DSD
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DINA SHURRAB
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SOUTH SAN FRANCISCO , CA
94080
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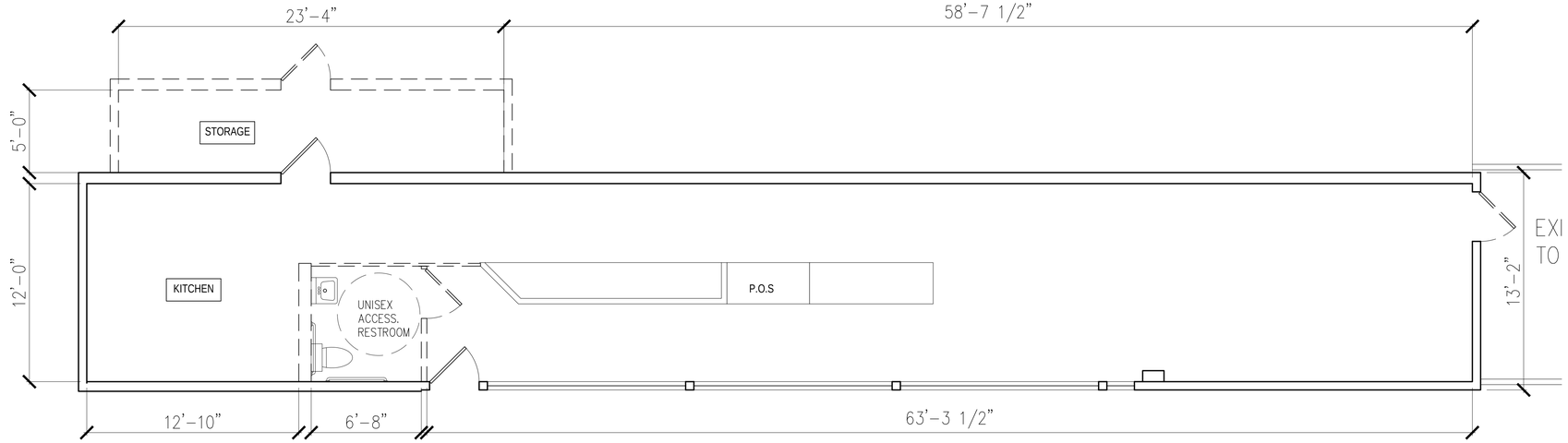
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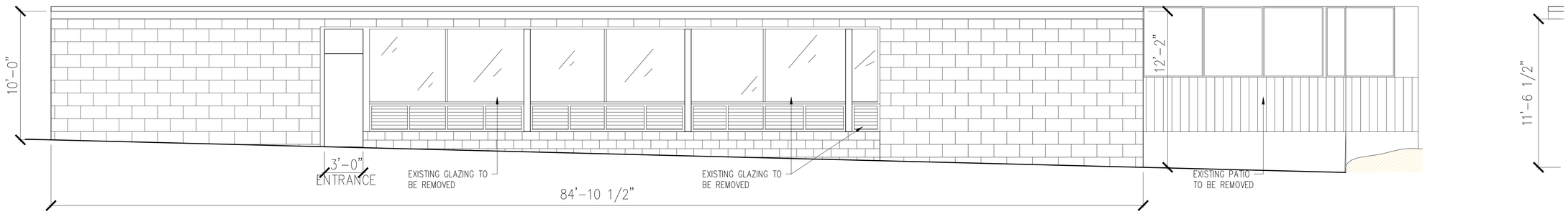
SHEET DESCRIPTION
PROPOSED
SITE PLAN

A1.0.1



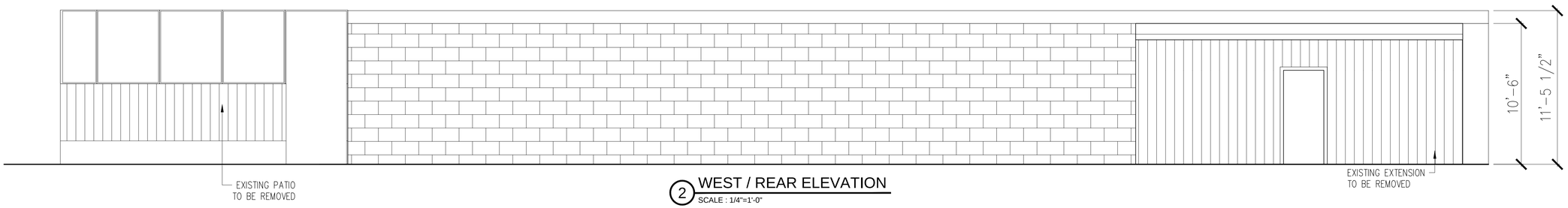
2 EXISTING/DEMO FIRST FLOOR PLAN

SCALE : 3/16"=1'-0"



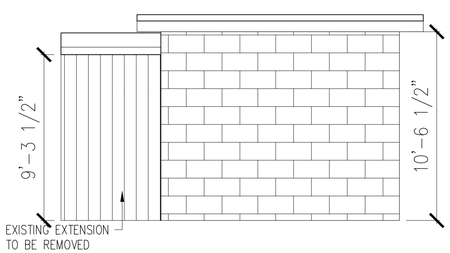
1 EAST / FRONT ELEVATION

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



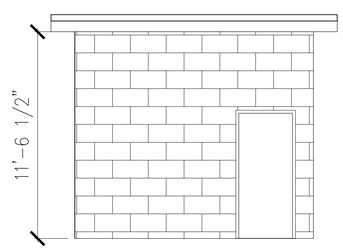
2 WEST / REAR ELEVATION

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



3 NORTH ELEVATION

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



4 SOUTH ELEVATION

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

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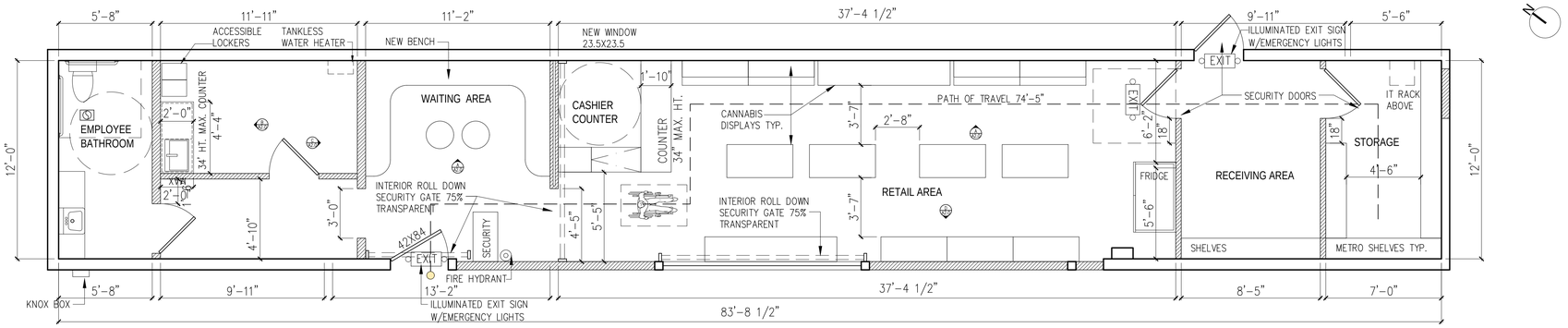
ISSUED	DATE	NO.
BUILDING	01.24.2025	

SHEET DESCRIPTION
EXISTING PLANS

A1.1



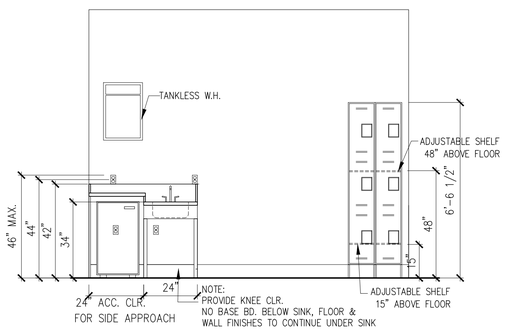
SECURITY GATE SPECS.



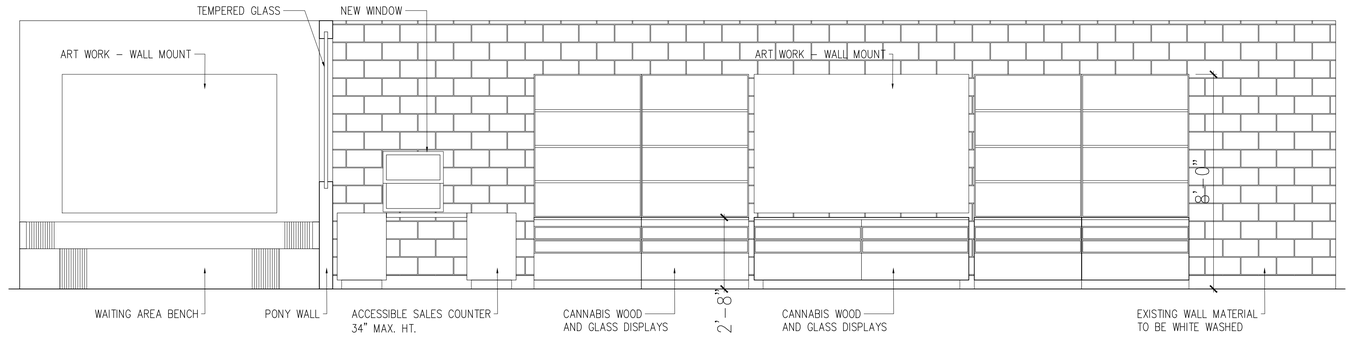
1 PROPOSED FIRST FLOOR PLAN
SCALE : 1/4"=1'-0"

OCCUPANT LOAD CALCULATIONS: (PER CBC 1004.5)		
RETAIL AREA:	448.5 SQ.FT./60	= 8 OCCUPANTS
SERVICE AREA:	45 SQ.FT./200	= 1 OCCUPANTS
RECEIVING:	128 SQ.FT./300	= 1 OCCUPANTS
BREAK ROOM:	68 SQ.FT./100	= 1 OCCUPANTS
TOTAL MAX. NO. OF OCCUPANTS @ PROPOSED RETAIL		= 11 OCCUPANTS

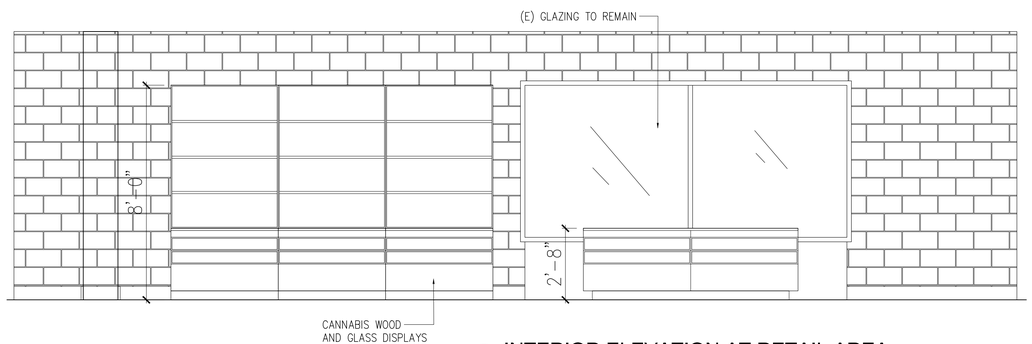
PER CPC TABLE 422.1: 1 UNISEX TOILET IS REQUIRED



B INTERIOR ELEVATION AT BREAK ROOM
SCALE : 3/8"=1'-0"



A INTERIOR ELEVATION AT WAITING AREA & RETAIL AREA
SCALE : 3/8"=1'-0"



C INTERIOR ELEVATION AT RETAIL AREA
SCALE : 3/8"=1'-0"

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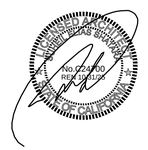
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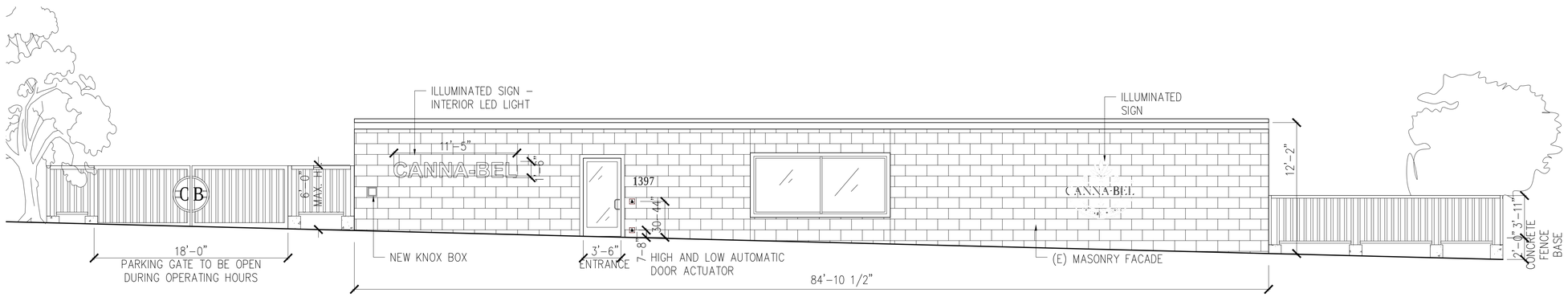
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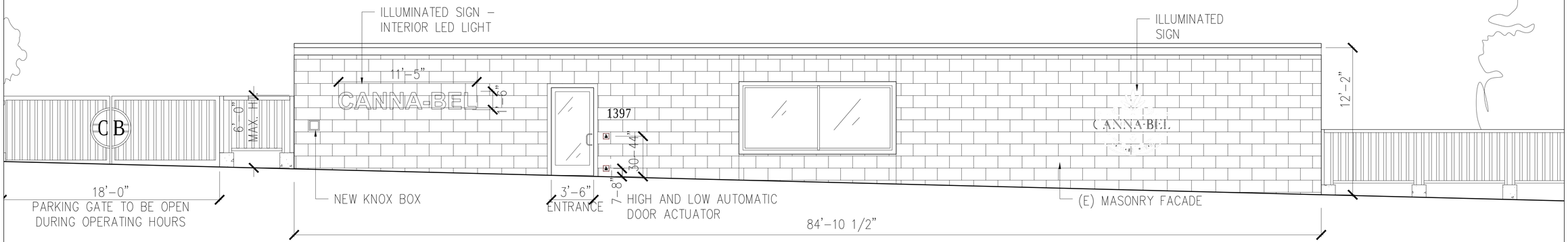


SHEET DESCRIPTION
PROPOSED PLANS

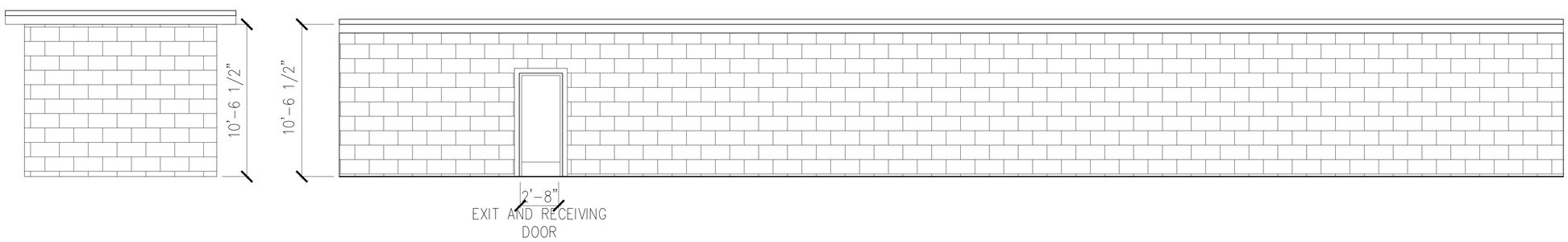
A2.0



1 FULL FRONT ELEVATION
SCALE : 3/16"=1'-0"

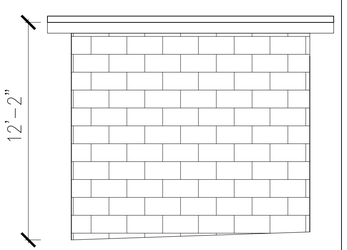


2 EAST / FRONT ELEVATION
SCALE : 1/4"=1'-0"



3 NORTH ELEVATION
SCALE : 1/4"=1'-0"

4 WEST / REAR ELEVATION
SCALE : 1/4"=1'-0"



5 SOUTH ELEVATION
SCALE : 1/4"=1'-0"

DSD
DESIGNER INFO
DINA SHURRAB
ADDRESS
398 CYPRESS AVE, SOUTH SAN FRANCISCO , CA 94080
CONTACT INFO
951-414-7734
DINASHURRAB@GMAIL.COM

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BELMONT, CA 94002

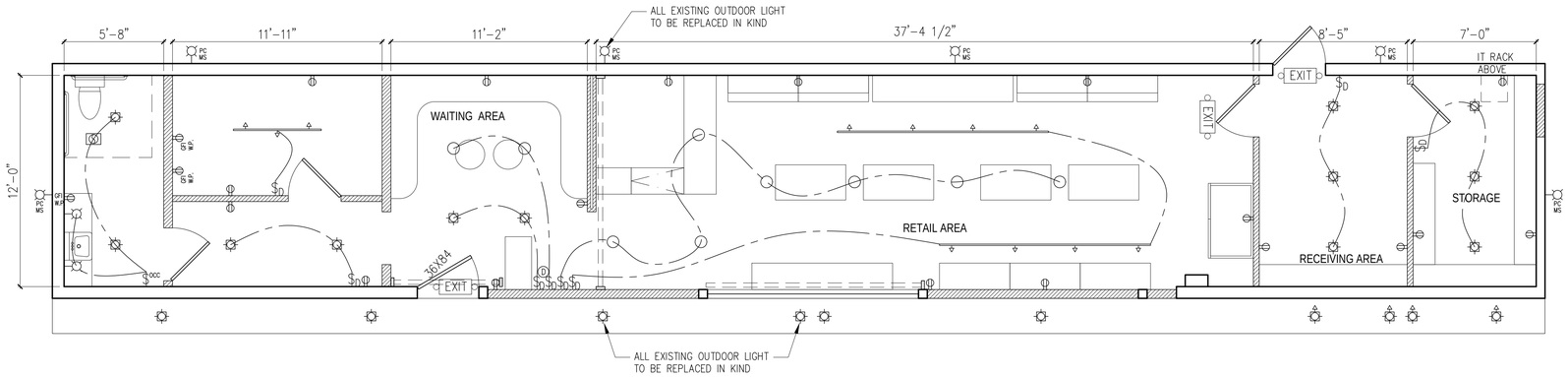
APN: 045243040

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43053 SABERCAT PLACE, FREMONT, CA 94539
CONTACT INFO
(510) 501-6564
BECHWATICYNTHIA@GMAIL.COM

ISSUED	DATE	NO.
BUILDING	01.24.2025	

SHEET DESCRIPTION
PROPOSED ELEVATIONS & SECTION

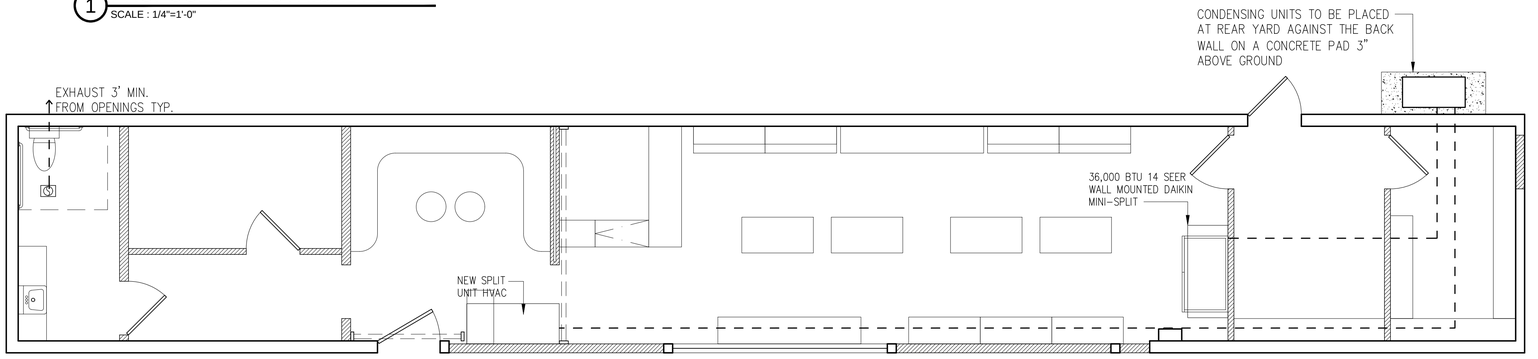
A2.1



1 PROPOSED ELECTRICAL PLAN
SCALE : 1/4"=1'-0"

LEGEND:

- LIGHT FIXTURE – WALL MOUNTED, PC PHOTO-CELLS, MS MOTION SENSOR
- 3" RECESSED CANS
- PENDENT LIGHTS
- TRACK DIRECTIONAL LIGHT
- DIRECTIONAL LIGHT
- SWITCH, 48" A.F.F. # = 3 OR 4 WAY, OCC = OCCUPANCY SENSOR
- DUPLEX ELECT. OUTLET @ +18", U.O.N., GFI, W.P.: WATER PROTECTED



2 PROPOSED MECHANICAL PLAN
SCALE : 1/4"=1'-0"

DAIKIN

Submittal Data Sheet
3.0-Ton Ceiling Suspended Unit
FHQ36MVJURZQ36TAVJU

FEATURES

- Auto-swing capability with 100° airflow pattern
- Innovative stream fan technology
- 10 year limited parts and compressor warranty

BENEFITS

- Lateral servicing space allows installation in corners, narrow spaces, walls and ceilings

INDOOR UNIT



OUTDOOR UNIT



DAIKIN

Submittal Data Sheet
3.0-Ton Ceiling Suspended Unit
FHQ36MVJURZQ36TAVJU

SYSTEM PERFORMANCE			
Indoor Unit Model No.	FHQ36MVJU	Indoor Unit Name:	Sky-Air Ceiling Suspended
Outdoor Unit Model No.	RZQ36TAVJU	Outdoor Unit Name:	Sky-Air 3.0 Ton Heat Pump ODU
Rated Cooling Capacity (Btu/hr):	36,000	Rated Cooling Conditions:	Indoor (°F DB/WB): 80 / 67 Ambient (°F DB/WB): 95 / 75
Sensible Capacity (Btu/hr):	25,100	Rated Piping Length(ft):	25
Max/Min Cooling Capacity (Btu/hr):	/	Rated Height Difference (ft):	0.00
Cooling Input Power (kW):	3.760	Rated Heating Conditions:	Indoor (°F DB/WB): 70 / 60 Ambient (°F DB/WB): 47 / 43
SEER (Non-Ducted/Ducted):	14.00 /	HSPF (Non-Ducted/Ducted):	8.2 /
EER (Non-Ducted/Ducted):	9.50 /		
Rated Heating Capacity (Btu/hr):	40,000		

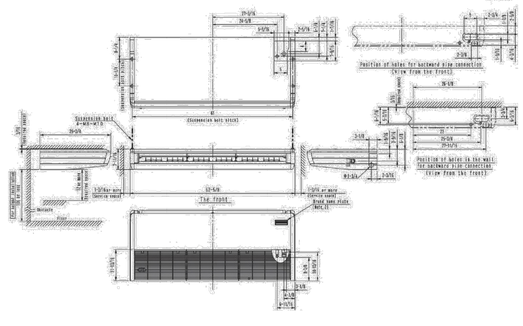
SYSTEM DETAILS			
Refrigerant Type:	R-410A	Cooling Operation Range (°F DB):	23 - 122
Holding Refrigerant Charge (lbs):	7.9	Heating Operation Range (°F WB):	-4 - 60
Additional Charge (lb/ft):	0.04	Max. Pipe Length (Vertical) (ft):	98
Pre-charge Piping (Length) (ft):	15	Cooling Range w/Baffle (°F DB):	0 - 122
Max. Pipe Length (Total) (ft):	230	Heating Range w/Baffle (°F WB):	-
Max Height Separation (Ind to Ind ft):	0		

DAIKIN

Submittal Data Sheet
3.0-Ton Ceiling Suspended Unit
FHQ36MVJURZQ36TAVJU

INDOOR UNIT DETAILS			
Power Supply (V/Hz/Ph):	208-230 / 60 / 1	Airflow Rate (H/L) (CFM):	830/670
Power Supply Connections:	L1, L2, Ground	Moisture Removal (Gal/hr):	
Min. Circuit Amps MCA (A):	1.4	Gas Pipe Connection (inch):	5/8
Max Overcurrent Protection (MOP) (A):	15	Liquid Pipe Connection (inch):	3/8
Dimensions (HxWxD) (in):	7-11/16 x 62-5/8 x 26-3/4	Condensate Connection (inch):	1
Net Weight (lb):	90	Sound Pressure (H) (dBA):	46
Ext. Static Pressure (Rated/Max) (inWg):	0 / 0	Sound Power Level (dBA):	

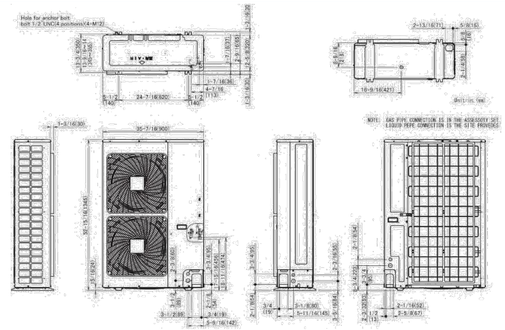
FHQ18/24/30/36/42MVJU
Unit (in.)



DAIKIN

Submittal Data Sheet
3.0-Ton Ceiling Suspended Unit
FHQ36MVJURZQ36TAVJU

OUTDOOR UNIT DETAILS			
Power Supply (V/Hz/Ph):	208-230 / 60 / 1	Compressor Stage:	
Power Supply Connections:	L1, L2, Ground	Capacity Control Range (%):	14 - 100
Min. Circuit Amps MCA (A):	29.1	Airflow Rate (H) (CFM):	3741
Max Overcurrent Protection (MOP) (A):	35	Gas Pipe Connection (inch):	5/8
Max Starting Current MSC(A):		Liquid Pipe Connection (inch):	3/8
Rated Load Amps RLA(A):	19	Sound Pressure (H) (dBA):	57
Dimensions (HxWxD) (in):	52-15/16 x 35-7/16 x 12-5/8	Sound Power Level (dBA):	
Net Weight (lb):	225		



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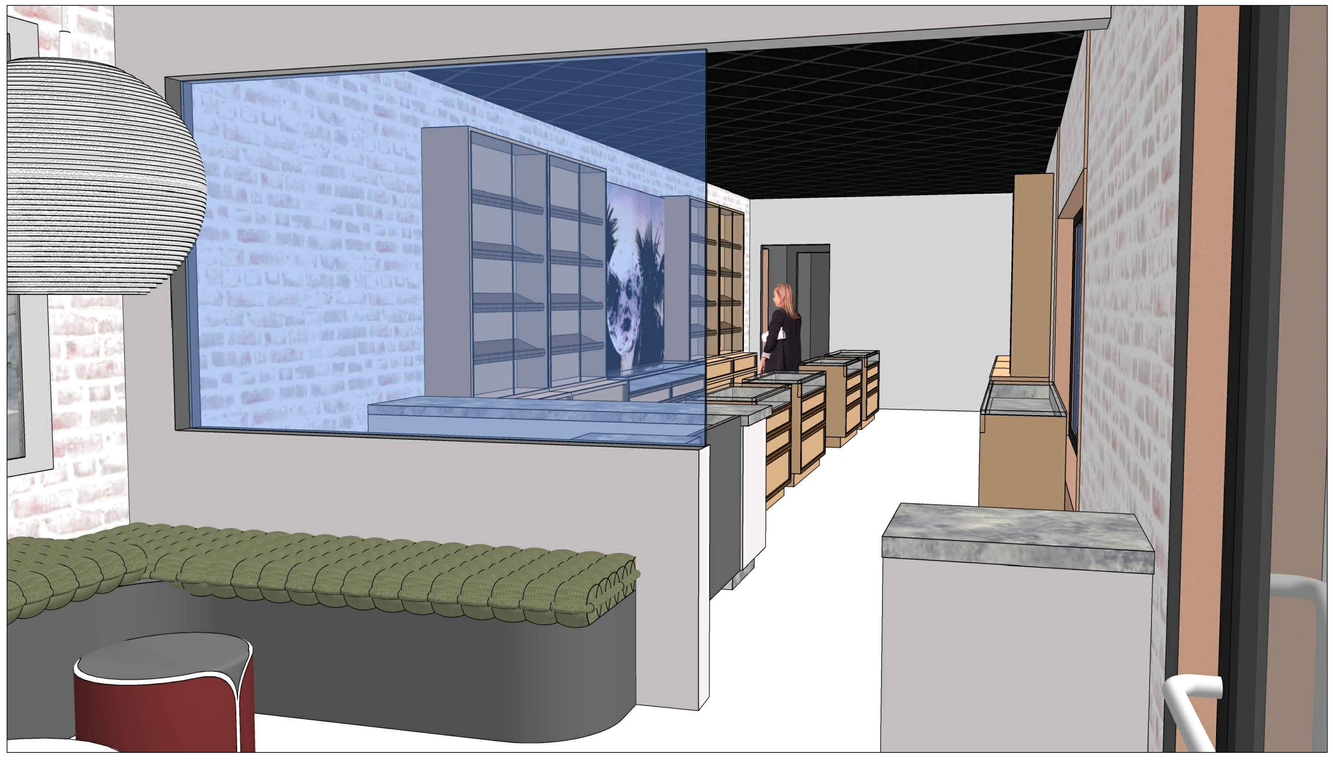
ISSUED	DATE	NO.
BUILDING	01.24.2025	

REGISTERED PROFESSIONAL ENGINEER
No. C-74470
REN 12/31/26
MECHANICAL
STATE OF CALIFORNIA

SHEET DESCRIPTION
PROPOSED ELECTRIC & MECHANICAL PLANS

A2.2





DSD
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SHEET DESCRIPTION
INTERIOR RENDERINGS

A2.4

ATTACHMENT 7 - Omitted

600' BUFFER FROM 1397 EL CAMINO REAL

1397 EL CAMINO REAL

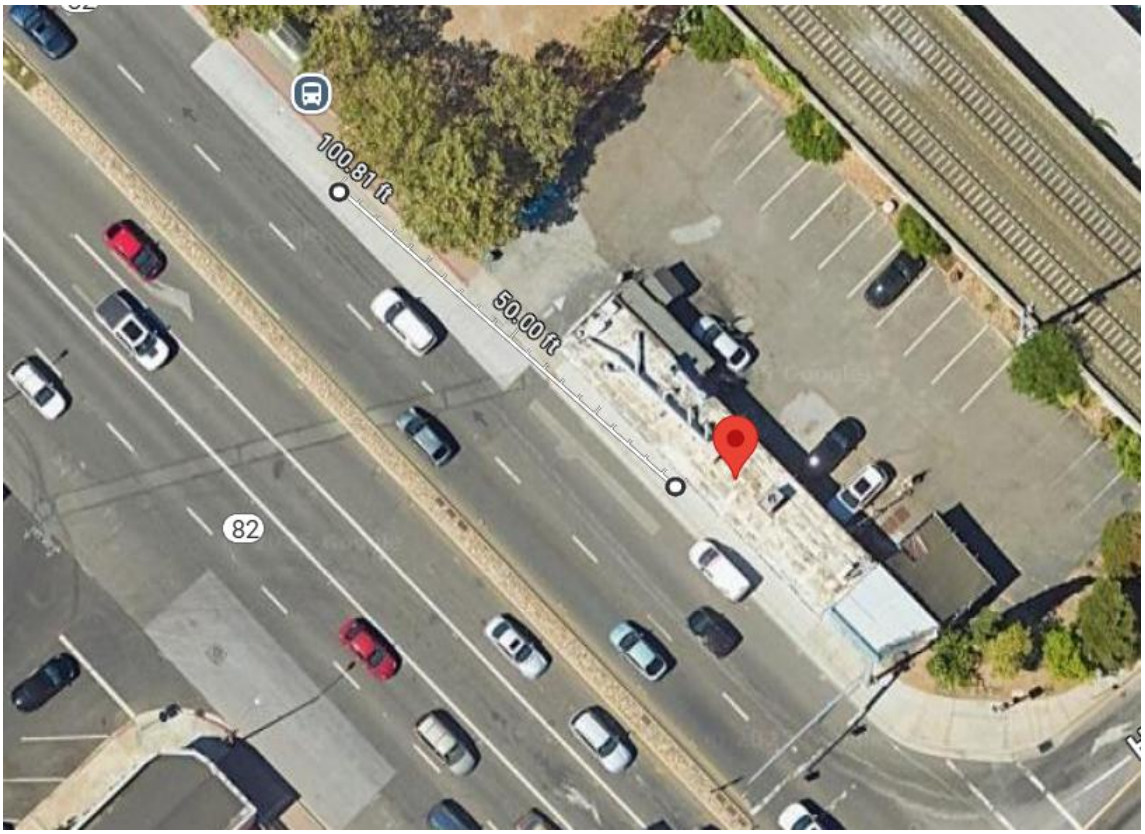
600' Buffer
Building Footprints
1397 El Camino Real
1538 El Camino Real

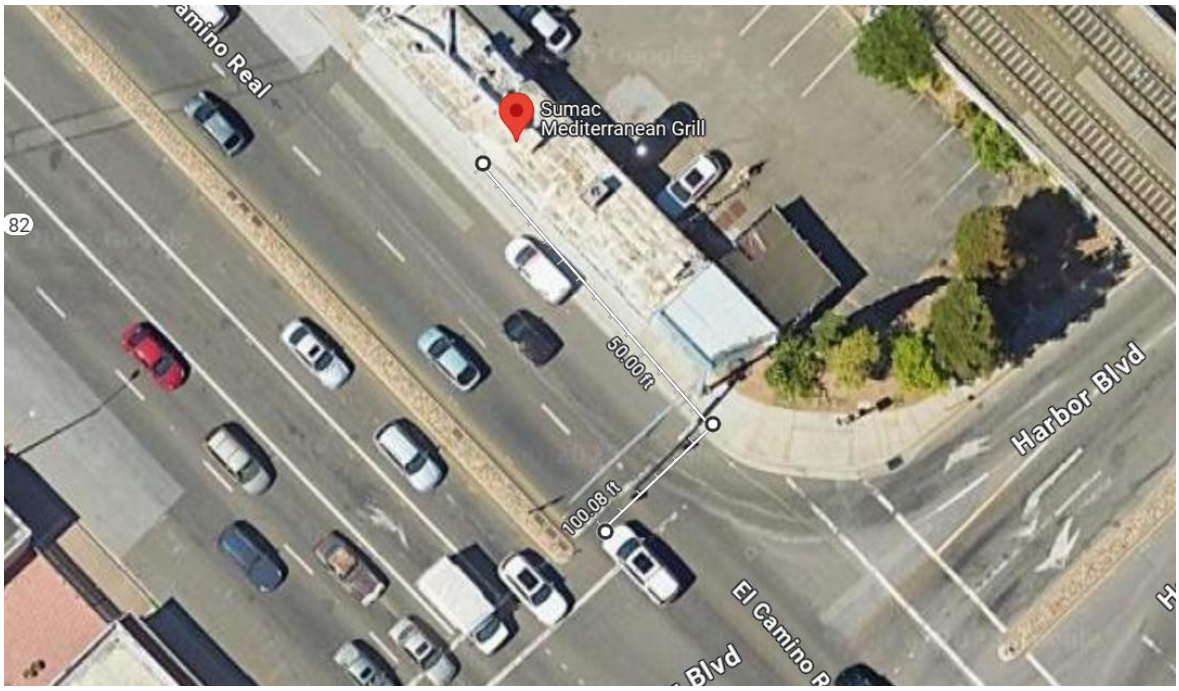


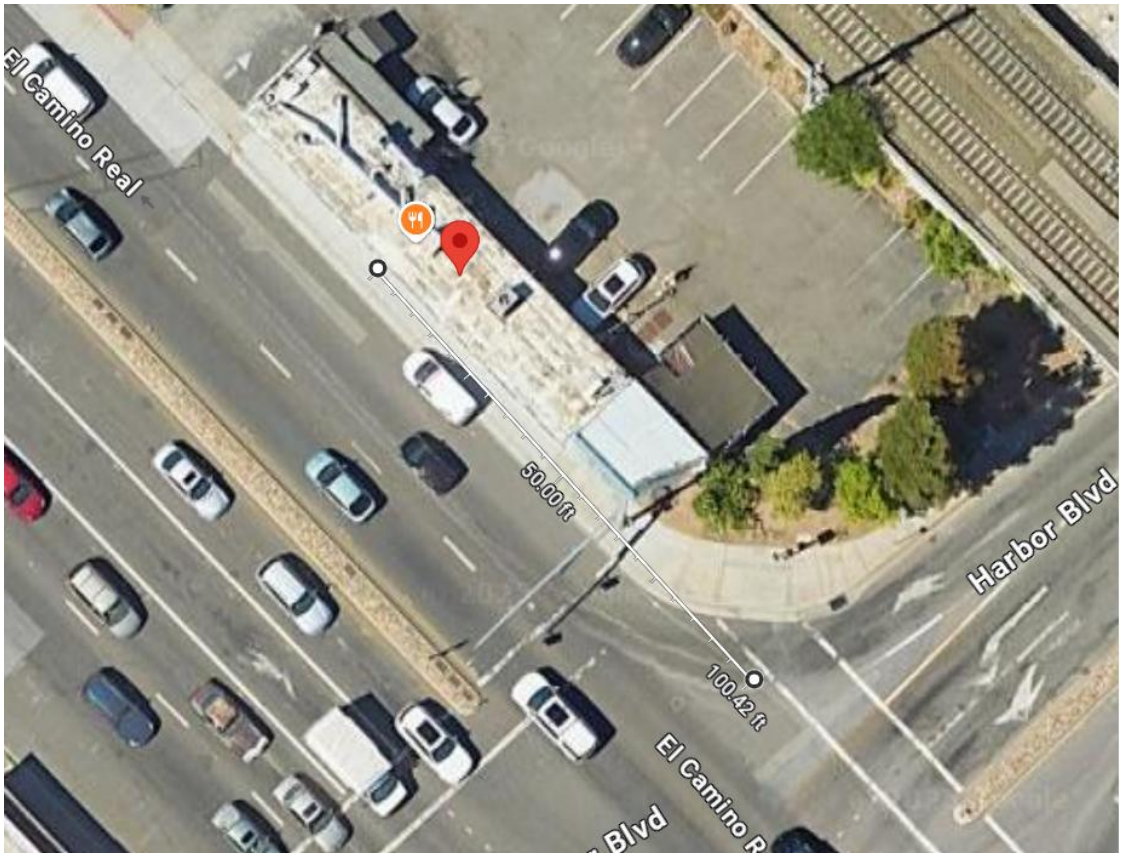
0 60 120 240 360 480 600 Feet

CITY OF BELMONT CALIFORNIA

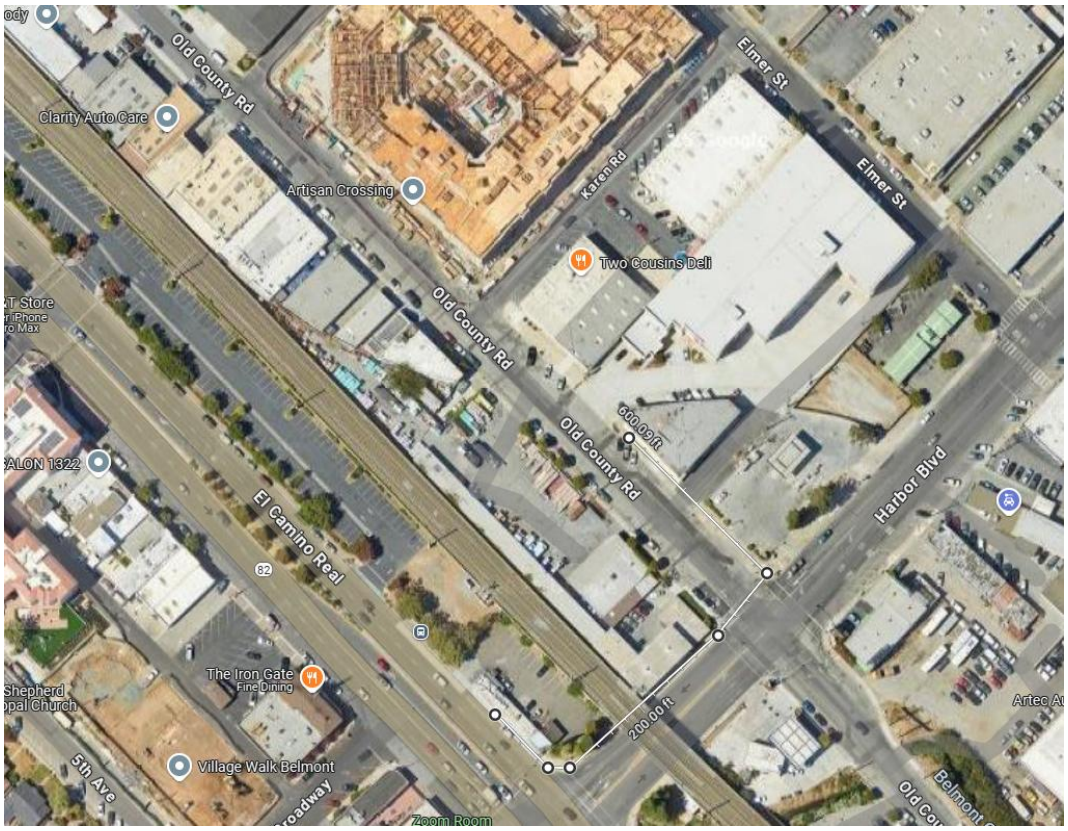
100-Foot Proximity Aerials



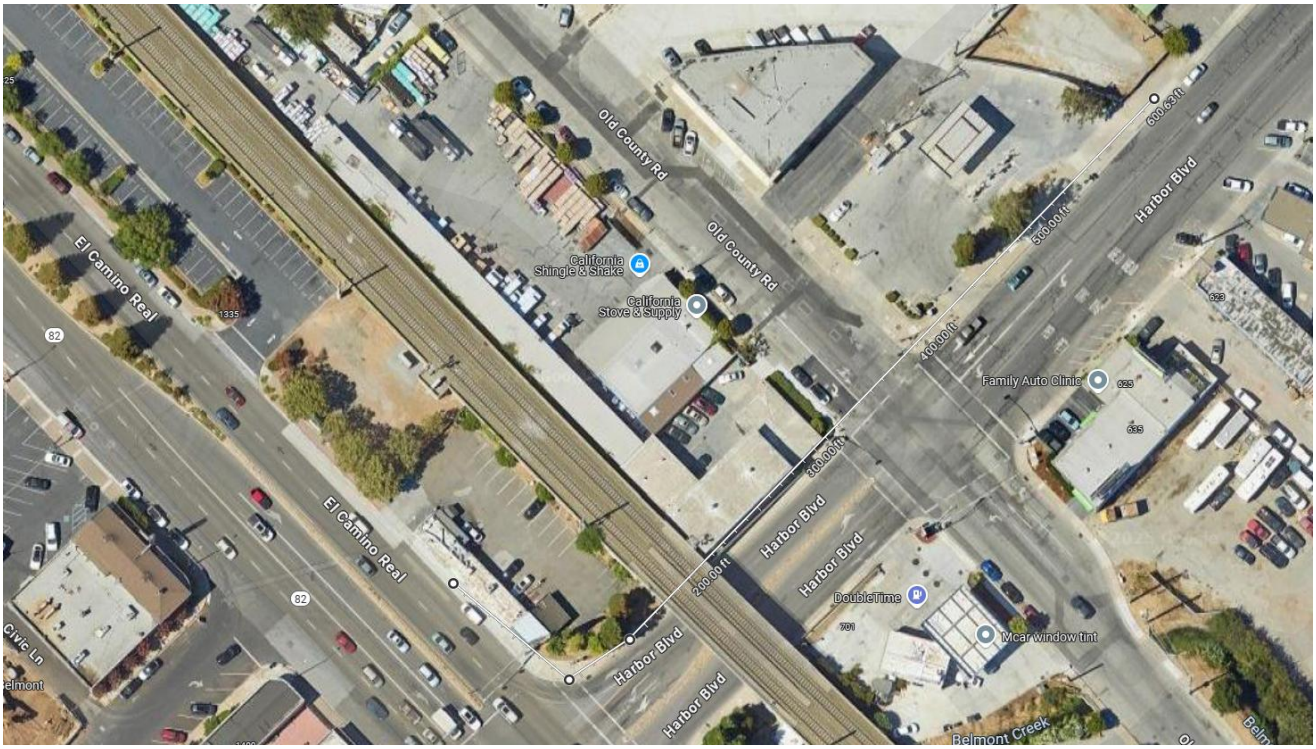


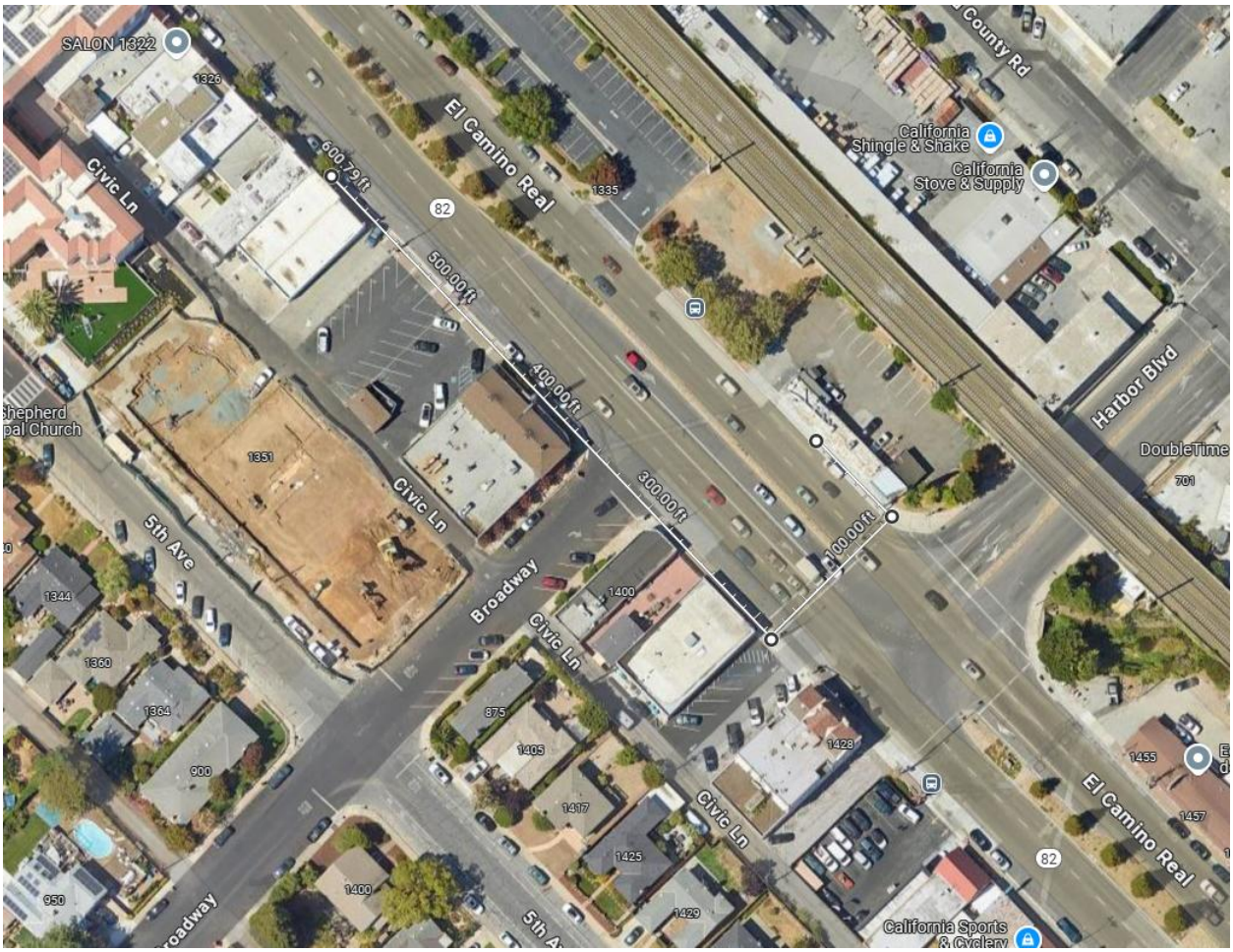

El Camino Real
50.00 ft
100.42 ft
Harbor Blvd
El Camino R
Blvd

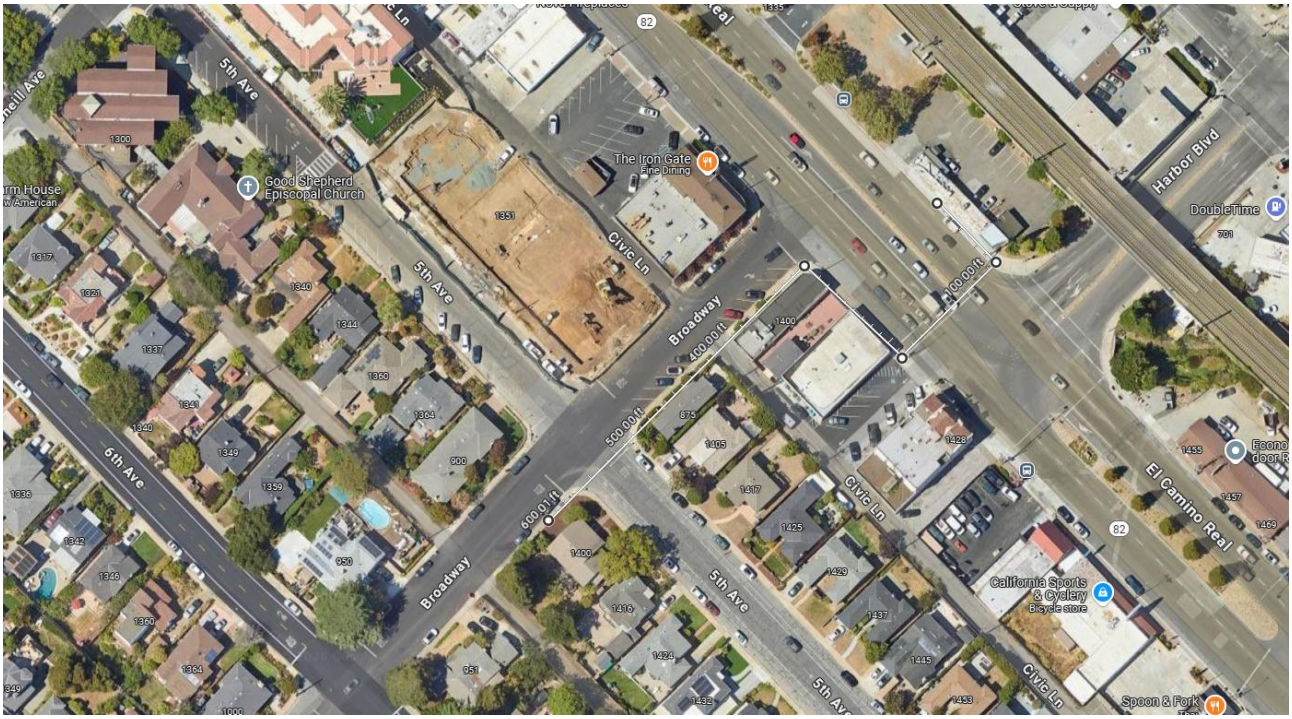
600-Foot Proximity Aerials






Old County Rd
Old County Rd
El Camino Real
El Camino Real
California Shingle & Shake
California Stove & Supply
Harbor Blvd
Harbor Blvd
Harbor Blvd
Harbor Blvd
Family Auto Clinic
DoubleTime
Mcar window tint
Belmont Creek
600.63 ft
500.00 ft
400.00 ft
300.00 ft
200.00 ft
1335
82
701
633


SALON 1322
1326
Civic Ln
600.79 ft
El Camino Real
82
1335
500.00 ft
400.00 ft
300.00 ft
100.00 ft
California Shingle & Shake
California Stove & Supply
Harbor Blvd
DoubleTime
701
1351
Civic Ln
5th Ave
Broadway
1400
Civic Ln
1344
1360
1364
875
1405
1428
1455
900
1417
Civic Ln
1425
1457
El Camino Real
82
950
1400
1429
California Sports & Cyclery


5th Ave
Good Shepherd Episcopal Church
The Iron Gate
Fine Dining
Civic Ln
Harbor Blvd
DoubleTime
Broadway
100.00 ft
400.00 ft
500.00 ft
600.00 ft
6th Ave
El Camino Real
California Sports & Cyclery
Bicycle store
Spoon & Fork


The Iron Gate
Fine Dining
Harbor Blvd
DoubleTime
Mcar window tint
Civic Ln
Broadway
100.00 ft
200.00 ft
300.00 ft
400.00 ft
500.00 ft
600.00 ft
MegaSolutions
Old County Rd
Belmont Creek
Econo Garage door Repair
Rise Above Strength & Recovery
St. James Gate
5th Ave
California Sports & Cyclery
Bicycle store
Spoon & Fork
Thai
Godfather's Burger Lounge
Hamburger
Giggles & Grins Dental Care
Belmont Ta & Piercing
Tattoo shop

ATTACHMENT 9

Canna-Bel Community/Neighborhood Outreach Materials

1. Outreach Meeting – May 2024
2. Business Endorsement Letters
3. Government Agency Business Review Communications
4. Public Comment Emails Received

1. Outreach Meeting – May 2024

Community Outreach Meeting for Owners, Businesses and Residents within 300 feet of 1397 El Camino Real, Belmont

Subject: Opportunity to meet the project team involved in the **proposed siting of a retail cannabis** establishment at 1397 El Camino Real, Belmont CA 94002

Date/Time Held: Saturday, May 11, 2024; 3:00 PM to 5:00 PM

Location: Outdoor covered patio of Sumac Mediterranean Grill, 1397 ECR, Belmont

Project Team Participants:
Cynthia Bechwati Khano, Property Owner
Richard Fleifel, Owner of Sumac Mediterranean Grill, current lessee of property
Philip Lesser, Project Applicant
Al El Shawa, Canna-Bel CEO
Benny Lau, Canna-Bel Secretary/Treasurer
Rami Kassis, Canna-Bel Director of Operations
Peter Maggs, Canna-Bel General Manager

City of Belmont Participants:
Robin Pang-Maganaris, City Council Member
Kathy Kleinbaum, City Assistant Administrator
Jeremy Edward Ruiz, Assistant Planner, Community Development Department

Project Supporters:
Jessica Eva, jessica@jessicaeva.com
Dan Givens, Dan_givens@yahoo.com
Keith Gretchen, kwgretchen@comcast.net

Cynthia Bechwati Khano informed the group that she had purchased the property several years ago because it is a well-situated stand-alone corner **commercial location being on two major streets:** El Camino Real and Harbor Boulevard. **There is also a lot of parking available** on site and curbside.

She also told the group that unfortunately because of poor health, her current tenant, Richard Fleifel, is **seeking to terminate his occupancy.**

After reviewing the business and tenancy history of the Canna-Bel team, she determined that they would be a **very good** replacement tenant.

Philip Lesser showed Council Member **Robin Pang-Maganaris the submittal package that the Canna-**Bel team had provided to the **City Administrator's Office**, which has allowed the Canna-Bel Team to proceed **with the rezoning and conditional-use permitting processes.**

The Council Member was also shown the **invitation as well as the list of thirty-**six addresses within 300 **feet of El Camino Real who received that invitation for this community outreach meeting.**

The Council Member was told that the project team has received no negative comments from any of the neighbors who were informed of the outreach meeting.

The project team provided the Council Member with responses to all her operational questions.

Kathy Kleinbaum informed the project team that pertinent Belmont City Departments are reviewing the Canna-Bel submittal documents.

Any requests that might emerge from those reviews will be incorporated in a development agreement that the City of Belmont will generate and present to the Canna-Bel team for its consideration.

Jeremy Ruiz estimated that the rezoning and conditional-use permitting process would take some four months, but that Community Development Director, Carlos De Melo, would be in a better position to gauge the length of this process.

April 27 ,2024

Invitation to attend a Community Outreach Meeting at 1397 El Camino Real, Belmont on Saturday, May 11, 2024, from 3:00 PM to 5:00 PM

Dear Neighboring Property Owners, Businesses and Residents within 300 feet of 1397 El Camino Real, Belmont,

The Belmont City Council is exploring the possibility of allowing up to two retail commercial cannabis establishments between O'Neill Avenue and F Street.

After reviewing the background and qualifications of a team seeking to operate a retail cannabis at 1397 El Camino Real, which would do business as Canna-Bel, the Belmont City Manager's Office allowed that team to submit applications for rezoning and conditional-use permits.

This permitting process will be fully transparent with a publicly noticed Planning Commission and publicly noticed City Council meeting.

Since you either own property, operate a business and/or reside within 300 feet of this proposed location, the Canna-Bel Team will be providing you an opportunity to meet in person with them, the property owner and the current tenant as part of the community outreach process on Saturday, May 11, 2024 from 3:00 PM to 5:00 PM at 1397 El Camino Real.

If you would like information about this application but are unable to attend this community outreach meeting, please feel free to email me at alshawa0712@gmail.com

Hope to meet you,

Al Shawa
Canna-Bel CEO

2. Business Endorsement Letters

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

Re: Endorsement of Canna-Bel Cannabis Retail Occupying 1397 El Camino Real

Dear Mr. Oskoui and Ms. Kleinbaum:

It has been brought to my attention that you are considering rezoning the property at 1397 El Camino Real to allow the operation of a retail cannabis establishment, to be called Canna-Bel Cannabis Retail.

This retail cannabis business would be owned and operated by Mr. Khader "Al" El Shawa and Mr. Benny Lau.

Having a business in close proximity to 1397 El Camino Real, it seems to me that this is an ideal location for retail cannabis. It is well away from residences and children play areas.

This location also has ample on site and street parking.

It is my understanding that Mr. El Shawa owns three retail cannabis establishments in San Francisco and has been in that industry for fourteen years; and that Mr. Lau owned and operated the China Village Restaurant on Ralston Avenue for three decades.

I am also aware that these gentlemen and their families have lived locally for decades.

They therefore would bring extensive retail cannabis operational experience as well as local sensitivity to our commercial community.

In summation, this uniquely well situated location for retail cannabis and these two seasoned local businessmen seem highly compatible to this neighborhood commercial corridor.

I therefore endorse the City of Belmont granting this property and these operators a retail cannabis permit.

Sincerely,

Kaveh Abbaszadeh
Iron Gate Restaurant
(Owner)

IRON GATE
CONTINENTAL CUISINE

1360 El Camino Real
Belmont, CA 94002
(650) 592-7893

Kaveh Abbaszadeh

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

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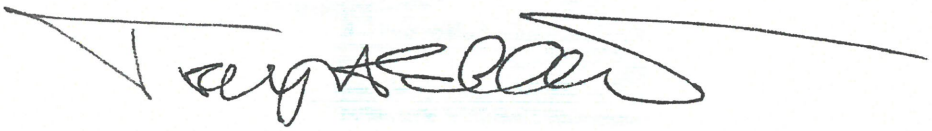
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Sincerely,



California Sports & CYCLERY

Troy Schreier

1464 El Camino Real
(at Harbor Blvd.)
Belmont, CA 94002
(650) 593-8806
www.californiasportsandcyclery.com

BUSHWACKERS
SHACK
ESTD 1979

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

(650) 592-9622
1426 El Camino / Belmont, CA 94002
www.BUSHWACKERBARBERSHOP.com

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Sincerely,

Yukiko K. Goldeen

AAA Approved Auto Repair

5 STAR AUTO SERVICE, Inc.
Complete Auto Repair
Fadi Soudah
Service Consultant / Manager

1444 EL CAMINO REAL
BELMONT, CA 94002 (At Harbor)
www.5starautoservice.com

PH. 650-595-1200
Fa. 650-595-1284
5starautoservice @sbcglobal.net

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

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Sincerely,



Approved Auto Repair
5 STAR AUTO SERVICE, Inc.
Complete Auto Repair
Foreign • Domestic • SUV • Hybrid
Ned Batshon
1444 EL CAMINO REAL
BELMONT, CA 94002 (At Harbor)
www.5starautoservice.com
PH. 650-595-1200
Fa. 650-595-1284
5starautoservice @sbcglobal.net

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Sincerely,



Belmont 76 Service, Inc.
Complete Foreign / Domestic / European Cars & Trucks Hybrid Service
Brake and Lamp Station
995 Ralston Avenue @ 6th
Belmont, CA 94002
(650) 593-0230
(650) 593-2212
FAX (650) 593-0139
NAJIB AND NED BATSHON
Approved Auto Repair
STAR Certified

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

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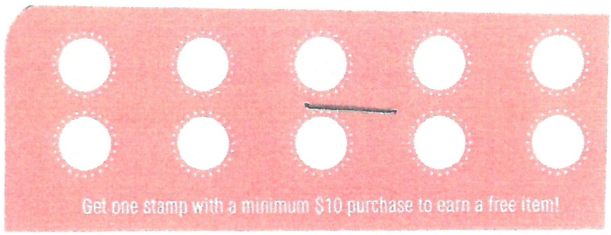
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Sincerely,

David Ibarra A

Autobahn Motors
a Sonic Automotive Dealership

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

David Chao
FLEET MANAGER

David.Chao@autobahnmotors.com
WeChat: davidchao44

700 Island Parkway
Belmont, CA 94002
Direct: 650-631-3007
Mobile: 650-868-9877

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Autobahn Motors
a Sonic Automotive Dealership

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

Harrison Kui
Sales Manager

Harrison.Kui@autobahnmotors.com
www.autobahnmotors.com

700 Island Parkway
Belmont, CA 94002
Telephone: 650-637-2333
Direct: 650-631-3065

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Autobahn Motors
a Sonic Automotive Dealership

Franz Krieg
PLATINUM ACHIEVEMENT

franz.krieg@autobahnmotors.com
www.autobahnmotors.com

700 Island Parkway
Belmont, CA 94002
Telephone: 650-637-2333
Direct: 650-631-3001
Fax: 650-631-0996

Belmont City Manager, Afshin Oskoui
Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont CA 94002

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Franz Krieg

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Belmont Assistant City Manager, Kathy Kleinbaum
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Belmont CA 94002

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Garrett Park Faith & Spirits General Manager

SARRTORI

FINE APPAREL

FREDY JOUDIEH
Phone: 650-592-9190
Fredy@Sarrtori.com • Sarrtori.com
740 Laurel Street San Carlos, CA 94070

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Belmont CA 94002

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Sincerely,

FJ
2/20/24

Golden Gate

Sotheby's
INTERNATIONAL REALTY

Jessica Eva
Realtor
DRE# 01210450

1168 El Camino Real
San Carlos, CA 94070
650.704.5483
j.eva@ggsir.com

February 20, 2024

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Belmont Assistant City Manager, Kathy Kleinbaum
1 Twin Pines Lane
Belmont, CA 94002

Re: Endorsement of Canna-Bel Cannabis Retail Occupying 1397 El Camino Real

Dear Mr. Oskoui & Ms. Kleinbaum:

It has been brought to my attention that you are considering rezoning the property at 1397 El Camino Real to allow the operation of a retail cannabis establishment, to be called Canna-Bel Cannabis Retail.

This retail cannabis business would be owned and operated by Mr. Khader "Al" El Shawa and Mr. Benny Lau.

Having a business in close proximity to 1397 El Camino Real, it seems to me that this is an ideal location for retail cannabis. It is well away from residences and children play areas.

This location also has ample on site and street parking.

It is my understanding that Mr. El Shawa owns three retail cannabis establishments in San Francisco and has been in that industry for fourteen years; and that Mr. Lau owned and operated the China Village Restaurant on Ralston Avenue for three decades.

I am also aware that these gentlemen and their families have lived locally for decades. Therefore, they would bring extensive retail cannabis operational experience as well as local sensitivity to our commercial community.

In summation, this uniquely well situated location for retail cannabis and these two seasoned local businessmen seem highly compatible to this neighborhood commercial corridor.

I therefore endorse the City of Belmont granting this property and these operators a retail cannabis permit.
Thank you!

Sincerely,

Jessica Eva, Realtor
DRE #01210450
Golden Gate Sotheby's International Realty



Jessica Eva, Realtor®
Global Real Estate Advisor

Golden Gate
Sotheby's International Realty
1168 El Camino Real
San Carlos, CA 94070
c 650.704.5483
jessica.eva@sir.com
jessicaeva.com

Each Office is Independently Owned and Operated.

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3. Government Agency Business Review Communications

Carlos de Melo

From: Office of Cannabis (ADM) <officeofcannabis@sfgov.org>
Sent: Monday, March 17, 2025 5:35 PM
To: Carlos de Melo
Cc: Patel, Nikesh (ADM); Office of Cannabis (ADM)
Subject: San Francisco Agencies Overseeing A & E Green Solutions' Three Retail Cannabis Establishments

Follow Up Flag: Follow up
Due By: Wednesday, March 19, 2025 5:30 PM
Flag Status: Flagged

Categories: Blue Category

You don't often get email from officeofcannabis@sfgov.org. Learn why this is important

Hi Carlos,

Thank you for reaching out. Based on our records, the three locations referenced in Mr. Lesser's message are currently permitted by our office for cannabis Storefront Retail activity. Additional information for each location is listed below:

1. 2441 Mission was permitted in June 2024 under Shambala Healing Center Inc and is currently active. The business's annual cannabis permit renewal inspection will occur in June 2025. The business is owned by Khader El Shawa. The business is permitted for Storefront Retail and Delivery. The San Francisco Department of Public Health has also issued the business a Type C consumption authorization. Per our records, the OOC has not received complaints or issued compliance violations for this location.
2. 2030 Union was permitted in June of 2023 under A & E Green Solutions Inc and is currently active. The business's annual cannabis business permit was most recently renewed in June of 2024. Its next permit renewal inspection will occur in June 2025. The business is permitted for Storefront Retail. The business is owned by Khader El Shawa and a Verified Equity Applicant. Per our records, the OOC has not received complaints or issued compliance violations for this location.
3. 2424 Polk was permitted in December of 2022 under A & E Solutions and is currently active. The business's annual cannabis business permit was renewed in December of 2023 and 2024. Its next permit renewal inspection will occur in June 2025. The business is permitted for Storefront Retail. The San Francisco Department of Public Health has also issued the business a Type C consumption authorization. The business is owned by Khader El Shawa and a Verified Equity Applicant. Per our records, the OOC has not received complaints or issued compliance violations for this location.

Feel free to let us know if you have additional questions.

Best,

Office of Cannabis

Carlos de Melo

From: Malhi, Mohanned (DPH) <Mohanned.Malhi@sfdph.org>
Sent: Wednesday, March 19, 2025 4:19 PM
To: Carlos de Melo
Subject: San Francisco Agencies Overseeing A & E Green Solutions' Three Retail Cannabis Establishments

Hi Carlos,

Thank you for reaching out to me to request information regarding the Cannabis Dispensary, located at 2441 Mission St. I have reviewed our records for the Cannabis Dispensary that was permitted by our Department until June 2024, when it's permit was transferred over to the Office of Cannabis. The following is information for that location:

2441 Mission St. was permitted by our Department on February 23, 2010 as a Medical Cannabis Dispensary. The business was permitted under Shambala Healing Center Inc. and was operating under the DBA: Mission Cannabis Club. The dispensary is owned by Khader El Shawa. The owner was in good standing during the time they were permitted with our Department. Our records indicate that our Department did not receive any complaints or issue any Notices of Violation for not complying with state or local regulations during the time they were permitted by our Department.

Best Regards,
Mohanned Malhi, R.E.H.S.
Principal Environmental Health Inspector
Cannabis Program
Children's Environmental Health Promotion Program
Acting Program Manager Healthy Housing and Vector Control Program
Environmental Health Branch
Population Health Division
49 South Van Ness Avenue, Suite 600
San Francisco, CA 94103
Tel: (415) 252-3827
Fax: (415) 252-3842
http://www.sfdph.org/dph/EH/default.asp
Please be advised my work schedule is Monday-Thursday: 8:00AM-6:30PM. I will be off every Friday.

POPULATION HEALTH DIVISION
SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

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4. Public Comment Emails Received

Courtney Brown

From: [redacted]
Sent: Wednesday, February 19, 2025 8:39 PM
To: x-community development
Cc: Short Round Huang
Subject: No Cannabis Retail - application no 2024-0027

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [redacted] Learn why this is important

To: Community Development Department, City of Belmont
Subject: Strong Opposition to Cannabis Retail & Distribution at 1397 El Camino Real

Dear Community Development Team,

My wife, our 5-year-old son (a Kindergartener at Nesbit), and I live directly across the street from the proposed cannabis retail location at 1397 El Camino Real. We chose to move to Belmont for its family-friendly environment, safe walkability, and strong community character. We are deeply concerned about the potential negative impact of placing a cannabis dispensary in such a sensitive area and strongly oppose this proposal.

Our townhome complex on Fifth Ave is home to many young families, with children ranging from toddlers to preteens. The neighboring apartment building also houses several schoolmates of our son. The area surrounding the proposed location sees heavy foot traffic from students walking to and from Nesbit Elementary, Nesbit Middle School, and Central Elementary. Additionally, our block's church hosts Narcotics Anonymous meetings—placing a cannabis dispensary mere steps away raises serious concerns about community well-being.

A quick search on Google Maps shows that Redwood City already has five cannabis dispensaries, with the nearest located just 2.5 miles away on El Camino Real, with numerous delivery options. Given this existing availability, it is unclear why Belmont would need to introduce a dispensary in a location so intertwined with schools, families, and recovery programs.

We strongly urge the city to maintain the current zoning and consider businesses that align with our community's needs—such as a restaurant or family-friendly establishment.

Please feel free to reach out if you have any questions. We appreciate your time and consideration of our concerns.

Sincerely,

[redacted]

Courtney Brown

From: [redacted]
Sent: Friday, February 21, 2025 2:22 PM
To: x-community development
Subject: Re: 1397 El Camino Real - Rezoning application No. 2024-0027

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue category

You don't often get email from [redacted] Learn why this is important

Subject: Strong Opposition to Proposed Cannabis Dispensary at Former Sumac Mediterranean Location

Dear City Council/Planning Commission/Local Officials,

I am writing on behalf of myself and concerned neighbors to express strong opposition to the proposed cannabis dispensary at the former **Sumac Mediterranean restaurant** location. Our neighborhood is a **family-oriented community with many young children**, and we firmly believe that a dispensary in such close proximity poses unnecessary risks to safety, quality of life, and the well-being of our residents.

Community Safety & Family Concerns

Our neighborhood was chosen by many families, including mine, as a safe and peaceful place to raise children. The introduction of a dispensary so close to our homes raises significant concerns:

- **Increased Loitering & Traffic:** Dispensaries often attract higher foot traffic, some of which may linger in surrounding areas. Given that many children walk to and from school or play outdoors, we are deeply concerned about the potential exposure to unwanted interactions.
- **Crime & Public Safety Issues:** While studies on dispensaries and crime rates are mixed, some research suggests that dispensaries can contribute to an increase in property crimes, such as vandalism, burglary, and theft. We should not take that risk in a residential setting.

Concerns for Vulnerable Populations

Directly across the street from the proposed dispensary is a **church that hosts Narcotics Anonymous (NA) meetings**, providing critical support to individuals recovering from substance addiction. A dispensary's presence directly across from this location could be highly detrimental to those in recovery, potentially triggering relapses. This placement is **not only inappropriate but insensitive** to the needs of those striving for sobriety.

Odor & Air Quality Impact

Cannabis has a **strong and pervasive odor** that can affect the surrounding area, particularly in warmer months when windows are open, or families spend time outside. The former Sumac Mediterranean

restaurant was a beloved part of the neighborhood, offering a welcoming environment with pleasant aromas. In stark contrast, a dispensary would **introduce an intrusive and unpleasant smell** that is difficult to contain and unwelcome in a family-friendly residential setting.

Zoning & Location Suitability

There are **alternative commercial areas** better suited for a cannabis dispensary—ones that do not directly border residential homes, schools, or places of worship. Many cities implement **buffer zones** to ensure dispensaries are not placed near sensitive areas like **schools and addiction recovery centers.** We urge our city to follow this practice and **reject this location in favor of a more appropriate site.**

Conclusion

We strongly urge the city to **reject this dispensary application** based on the concerns outlined above. Our neighborhood prioritizes **family values, safety, and community well-being.** A cannabis dispensary in this location is not in alignment with these priorities.

Thank you for your time and consideration. We hope you will listen to the voices of residents who want to preserve the integrity of our community.

Sincerely,

[redacted]

Village Walk / Downtown Belmont located adjacent to the Sumac Mediterranean Grill.

From: Jason Hwang
To: x-community development
Subject: S-3 Cannabis Retail & Distribution Overlay District - APPLICATION NO. 2024-0062
Date: Monday, March 3, 2025 3:38:17 PM

You don't often get email from [redacted]. Learn why this is important

As a resident a long the 1500 block on 5th ave. I oppose this cannabis retail coming to our town. Belmont is known for family friendly, quite and safe city. Major concern for safety. It potential increases in crime or loitering around the store. You can already smell the smoke of cannabis from parked car along the El Camino Real between Harbor Blvd and 5th ave. The residents are already suffering from unwanted fume. It also increases traffic, noise around the store and devalue the community

From: Elisa Stern
To: x-community development
Subject: Cannabis store near my home
Date: Monday, March 3, 2025 4:41:15 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council,

On Tuesday you will be listening to arguments for and against allowing a Cannabis store into our neighborhood, steps away from where kids live and ride their bicycles. This location is no place for a Cannabis business. It's not like they are opening a bakery or toy store.

This is a neighborhood of families with children. We do not want Cannabis sold behind our homes. You are increasing the crime element in what used to be a safe neighborhood. The fact that you are holding a city council meeting on this means that you have already gone to bed with the Cannabis business. Shame on you.

I have a great idea. Why don't you place the Cannabis dispensary in a light industrial complex? That way all the weed-heads can shop to their heart's content AWAY FROM MY KIDS. Wow -- what a great idea!

Please don't sell us tax-paying citizens out again. I know you see dollar signs and are punch-drunk with the tax dollars, but please, for once, consider that we live here with our kids. Advise this business to go to a light-industrial complex.

Thank you.

From: [redacted]
To: x-community development
Subject: PROTEST Cannabis Store in Downtown Belmont
Date: Monday, March 3, 2025 4:49:26 PM

You don't often get email from [redacted] Learn why this is important

Hello,

I am writing to you to strongly protest the Cannabis Store under consideration for downtown Belmont.
It does NOT belong in my neighborhood!!

Mayumi Takahashi
1359 Sixth Avenue
Belmont, CA 94002

From: Frederick Crosby
To: x-community development
Subject: Cannabis Dispensary at 1538 El Camino Real in Belmont
Date: Monday, March 3, 2025 6:36:33 PM

You don't often get email from [redacted] Learn why this is important

City Council Members,

I understand you will be discussing allowing a cannabis dispensary at 1538 El Camino Real, next to my community. I'm not against those who use cannabis, but I think allowing this location is ridiculous. We've been waiting for this neighborhood to improve the amenities to make it that family-oriented community we all long for here. We had hoped for retail locations when they developed the high-density firehouse development and got nothing. The neighborhood continues to border on trashy once it touches El Camino with trash and empty beer bottles. This is not a step in the right direction.

As a parent with a kid at Carlmont, and hearing and seeing the massive amounts of vaping already surrounding these students, the city council would be reckless to allow this and clearly signaling this group is anti-family. There are many other locations away from this main corridor to place this should some in the town want this.

Protect our kids.

Thanks,

Frederick Crosby
1549 Vine St

From: Julie Behn
To: x-community development
Subject: Oppose the new proposal for cannabis store
Date: Monday, March 3, 2025 5:36:05 PM

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,

We are righting to express our opposition of the Cannabis store proposed to go in on El Camino near Harbor Blvd and Fifth Avenue. We live on Fifth Avenue and already experience high traffic in an area where kids play. We do not want this type of business being around our neighborhoods children and in our neighborhoods.

Thank you in advance for your consideration.
Mark and Julie Behn

From: Sophie Decker
To: x-community development
Subject: Cannabis Dispensary on 1538 El Camino Real in Belmont
Date: Monday, March 3, 2025 6:09:03 PM

You don't often get email from [redacted] Learn why this is important

Dear City Council Members,

Tomorrow - Tuesday March 5th, 2025 - you will be listening to arguments for and against allowing a Cannabis dispensary into our neighborhood, steps away from where kids live and ride their bicycles. Downtown Belmont is a neighborhood of families with children. We do not want Cannabis sold behind our homes and walking distance from schools. You are increasing the crime element in what used to be a quiet and safe neighborhood. The fact that you are holding a city council meeting on this means that you are seriously considering adding this business to our neighborhood and are holding the obligatory meeting.

Why not place the Cannabis dispensary in a light industrial complex, perhaps what is appropriately named Industrial Road? This way their business does not affect our kids, and they can operate as need be.

Many of our neighbors on 5th and 6th avenue in particular are already dealing with the fallout of the apartments added next to Safeway. The drug deals in the alley, the empty liquor bottles, and many other unsavory events impact the children living there and those commuting through the area on their way to school. Adding a cannabis dispensary will further degrade the situation.

Please hear us this time around. Do not approve the Cannabis business next to family homes and help keep Belmont the safe and quiet city that attracted so many of us here.

Thank you,

Sophie Decker
1549 Vine Street

From: Wilma Espinoza
To: x-community development
Subject: Community safety
Date: Monday, March 3, 2025 8:00:19 PM

You don't often get email from [redacted]. Learn why this is important

I understand that tomorrow you are taking up a proposal to bring a cannabis store to our neighborhood. I join my neighbors in registering a strong objection to such an addition to our community. I view it as an unnecessary addition that will only serve as a nuisance and magnet for outside troublemakers. Please, let's focus on promoting and maintaining the quiet, clean, healthy, peaceful environment that first attacted us to this community.

Thank you,
Wilma Espinoza
Harbor Blvd.

From: Jennifer Taxay
To: City Council; x-community development
Subject: Rezoning and Development Agreement - Cannabis Retail in downtown Belmont
Date: Monday, March 3, 2025 7:39:22 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

As a Belmont resident of nearly 13 years in the downtown section of the city, I **strongly oppose** the proposal for the cannabis stores to be located just steps away from our neighborhood. I live on Sixth Avenue near the corner of Harbor, just two blocks from El Camino Real. Have you considered what kind of people you are going to attract to our neighborhood with that kind of retail around the corner? The industrial part of the town closer to 101 could easily be used as a cannabis retail spot - that area already has a local brew shop. San Carlos has done a great job converting the industrial area to be used for wineries and local breweries. Please consider the people in this part of Belmont before you destroy what used to be a safe place to live. As an aside, everyday I walk my dog in the area, and I am appalled by the disgusting garbage and litter that is all over the ground, especially near the bus stop and along the side of the road just south of where one of the stores is being proposed. What can we do to get that cleaned up? I am beyond angry that we chose to buy our family home here, just to have our safety at risk. Who would want to buy a home and raise their family near garbage strewn streets and a Cannabis retail store around the corner?

Thank you for your consideration,
Jennifer Taxay

From: Rocio Sanchez-Moyano
To: x-community development
Subject: Comment on March 4, 2025 Planning Commission Agenda items 7 B & C
Date: Monday, March 3, 2025 10:04:51 PM

You don't often get email from [redacted]. Learn why this is important

Dear members of the Planning Commission,

I live in the residential neighborhood to the west of the proposed rezoning to S-3 Cannabis Retail & Distribution Overlay Combining District for the properties in agenda items 7 B & C. I would like to note my objection to these proposed rezonings.

It would be my personal preference to not live near cannabis dispensaries. However, my larger concern is the potential approval of 2 locations. The staff report notes that they reviewed both applications "in order to diversify the
City's portfolio and provide for some contingency if one operator is ultimately not viable." Research suggests that cannabis dispensaries can be associated with decreased property values and increased crime (references at the bottom of this email). Dispensaries themselves are often at risk as a majority-cash business. By approving 2 locations within blocks of each other, these negative effects are compounded and concentrated on my neighborhood.

References:
https://www.sciencedirect.com/science/article/abs/pii/S0166046221000156
https://news.ucdenver.edu/do-marijuana-dispensaries-increase-neighborhood-crime/

Thank you,
Rocio Sanchez-Moyano

From: mj
To: x-City Clerk"s Office; x-community development
Cc: Sophie Decker
Subject: Cannabis Dispensary In the heart of Our Belmont City!!!
Date: Monday, March 3, 2025 10:52:47 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

I just heard from my neighbors about tomorrow's Tuesday, March 4th, City Council meeting, which includes the item "B. 1538 El Camino Real—R....To establish a CDB store in our backyards.

The City of Belmont is known for its many schools (kids walking/biking to their school), peaceful neighborhoods, family walks in the neighborhood day or night, and more... Allowing cannabis distribution store in the heart of the City WOULD CHNAGE the City's tranquility & potentially effecting or harming the young kids which the families are trying to raise in a healthy environment.

As a resident of Belmont, I reject opening a cannabis store in the heart of the City, and I HOPE you all do the same.

Keep the Cozy City of Belmont as Cozy as Can Be.

Thanks,

Mansour/Sahra

1557 Vine St.

Courtney Brown

From: Dana Bosso <[redacted]>
Sent: Friday, March 7, 2025 12:05 PM
To: ComDev
Subject: No On Cannabis Storefronts in Belmont

Follow Up Flag: Follow up
Flag Status: Flagged

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To Whom it May Concern,

MY response to reading about the consideration of cannabis storefronts in Belmont is; please, no. There are plenty of cannabis stores in the Bay Area for those who use recreationally or medicinally, even those with abuse issues. Please don't put the community safety in jeopardy. Driving under the influence of cannabis comes to mind, robbery, theft, traffic, more humans suffering from co-occurring issus of substance use disorder and mental health will be directed here from SF and RWC. Within the cannabis using population exist those who use other substances as well that put their health and lives at risk. Let's do the right thing and say no to cannabis access in Belmont. I'm assuming tax revenue and business sales are the goal here but not all money is good money. Please, no.

Sincerely,

Dana Bosso

Sent from my iPad

Courtney Brown

From: Soojin Shim [redacted]
Sent: Monday, March 10, 2025 3:22 PM
To: x-community development
Subject: Concern Regarding the Proposed Cannabis Business in Belmont

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Dear [City Council/Planning Committee],

I am writing as a **concerned parent and resident of Belmont**, strongly objecting to the proposal to establish a **cannabis business in our community**. As a **mother of two young children**, I am deeply worried about the potential impact this could have on **our neighborhood, schools, and overall community environment**.

While I understand the economic considerations, I believe that a cannabis business in Belmont raises serious concerns:

1.

Proximity to Children & Families

- Belmont is a **family-oriented community**, and the presence of a cannabis business may not align with the values many parents uphold.
- Increased accessibility and exposure to cannabis-related products could **normalize its presence** among minors, despite legal restrictions.

2.

Community & Safety Concerns

- Cannabis businesses can attract **increased foot traffic** and, in some cases, **undesirable activities** that may affect the safety of our children.
- Studies have shown that communities with cannabis dispensaries often experience an **increase in impaired driving incidents**.

3.

Impact on Neighborhood Character & Property Values

- A cannabis business **may change the character of our town**, potentially deterring families from moving here.
- There is evidence that such businesses can **negatively affect property values** in residential areas.

As a parent, my **top priority** is ensuring that Belmont remains a **safe, family-friendly community**. I respectfully urge the committee to **reconsider this proposal** and prioritize businesses that better align with our town's values and long-term growth.

Thank you for your time and consideration. I hope you will take these concerns into account when making a decision.

Sincerely,
Soojin

Courtney Brown

From: Michael Brake [redacted]
Sent: Tuesday, March 18, 2025 9:46 PM
To: x-community development
Subject: Cannabis Retail Storefront 1300-1500 blk. El Camino Real

Categories: Carlos

You don't often get email from [redacted] Learn why this is important

Community Development and City Council members

I endeavor to write to you about my concerns that the City is seeking input regarding considering or granting permission for a Cannabis Retail Storefront in two identified locations on El Camino Real.

I have lived in Belmont since 1991. I know that the City wishes and believes that the City leaders can reimagine and implement what is necessary to make the City thrive, be successful, and admired for its creativity. This most definitely would make other cities envy what we're doing here in our community!

Belmont has had a general plan or redevelopment vision for several decades. We have seen some projects come to fruition, but not what many residents have hoped for!

As to the Cannabis Retail Storefront suggested locations. I ask why would we want this, and how is this type of business could be more important than an anchor business such as a prominent restaurant or other retail establishments that would serve our entire community? This City is only about 27,000 people. We have such limited options as far as entertainment, quality restaurants, or other brick and mortar businesses that would serve our direct needs. We simply need to look no further just south of us in San Carlos.

I wish I could spend more money in Belmont and helping our own tax base, but I find myself in neighboring San Carlos or San Mateo! It's perplexing to figure out how this Cannabis Retail Storefront benefits us here in the City of Belmont? That is a really difficult argument to say that this benefits our citizenry? To believe that Belmont would be safer or that the quality of our lives will benefit by green lighting this proposal is highly doubtful.

Thes two locations that are being proposed to sell, store, and distribute Cannabis doesn't make it any safer, and I argue it becomes less safe! The area being proposed, the 1300-1500 blks of El Camino Real has no less than (four) massage parlors in just walking distance. These businesses commonly attract questionable behavior from customers patronizing these businesses, and more importantly allows the immediate area to become, if I may say, more salacious. I don't think anyone living in this City wants to traverse through the area where it's filled with massage parlors and Cannabis Retail Storefronts! How is any of this quaint?

What does come to mind are the number of Cannabis Retail Storefront robberies and burglaries that we read about in our news. Or what about an innocent victim walking or driving by during an incident in

progress and that innocent passerby now becomes a victim? What about a very recent attempted murder of a Cannabis Retail Storefront owner in San Francisco. Shot multiple times and barely survived! I ask why are we inviting this in to our southern city boundaries? Is this the look that we so desire? We want something that's inviting, something that promotes safety and security and prosperity for those of us that live here,

We have alternative options if the city leaders want to propose a Cannabis Retail Storefront to open up in the City of Belmont. Options such as Shoreway Road or possibly the Unincorporated Harbor Industrial area. Away from children, seniors, churches, or in-home day care. Both Shoreway corridor and The Harbor Industrial are certainly viable options which are commercialized retail locations and are easily accessed by foot, vehicle, or other transportation means.

We have an opportunity to bring our community in line with other innovative neighbors. This is quality of life and safety for sure. I do not support placing a Cannabis Retail Storefront at either of these two locations. I have suggested other locations that I believe the City could considered to be just as suitable as our southern gateway. Our City leaders must recognize that it's paramount to promote safety and quality of life for those of us who work, raise our families, and shop every day.

P.S. Your web address that you provided is incorrect. It shows a period after the gov

Respectfully,

Michael Brake

ATTACHMENT 4 – Exhibit A

Meeting Date: March 25, 2025

Agency: City of Belmont

Staff Contact: Carlos de Melo, Community Development Director, (650) 595-7440
cdemelo@belmont.gov

Agenda Title: 1538 El Camino Real – Rezone to S-3 Overlay District, Development Agreement, Conditional Use Permit, Design Review

Agenda Action: Ordinance

Recommendation

Introduce an ordinance rezoning 1538 El Camino Real into the S-3 Cannabis Overlay District, introduce an ordinance approving a development agreement for the project, and direct staff to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinance.

Strategic Focus Area

Economic Development and Housing

Background

The subject property is located in the City's established S-3 Cannabis Retail & Distribution Overlay District along south El Camino Real. A full background/analysis of the City's 2035 General Plan Land Use Element & Belmont Zoning Code Amendments to establish Cannabis Business *Development Regulations*, *Performance Standards*, the *S-3 Overlay Zone*, and the required entitlement structure, and review authority is discussed in the *Development Entitlements for Two Retail Cannabis Dispensary Businesses on the south El Camino Real corridor* Staff Report. Please refer to the background/analysis and attachments in this report and its applicability to the requested entitlements for the proposed NUG Retail Cannabis Dispensary Business for the subject site.

Site Location/Project Description

The project site is located on the 1500 Block of the west side of El Camino Real (See Figure 1 on next page). Harbor Boulevard is located to the north, single-family residences are located to the west on Fifth & Sixth Avenues, and other commercial properties/uses are located east and south of the subject property. F Street and the San Carlos border is also located south of the project/subject site.

The project would be located at 1538 El Camino Real, Suite C, at the site of the former Jenny Craig outlet. The storefront is located within a small strip commercial shopping center on the west side of El Camino Real, south of the intersection of the west-bound leg of Harbor Boulevard. The shopping center also includes a variety of uses (Nail Salon, Lacrosse Sporting Goods shop, and other commercial uses). Access to the property is provided via three site entry/exit driveways on El Camino Real. The existing commercial space is approximately 2,400 square feet; see Project Plans – Attachment 6.

Although the subject property does back up against residential properties – see site vicinity map below, there is a significant grade difference between those residences and the proposed retail cannabis dispensary use. The backyards of these residences along Fifth Avenue are roughly 15 to 20 feet above the shopping center and are further separated by the extension of Civic Lane. Furthermore, there is no access to the storefront from the rear of the property as the shopping center building backs up directly against the property line and is fenced off at the rear. As a result, there is no direct interface between the (westerly) residential uses and the shopping center tenants; see photos below of the shopping center, side of property, and Civic Lane extension.

Figure 1 – Vicinity Map



Commercial Shopping Center, side of property, and westerly Civic Lane extension photos









The applicant proposes minor interior (for the building) and exterior (for the property) tenant improvements (TI) that consist of the following:

- New non-bearing wall partitions, ceiling and wall finishes, casework, counters, shelving, plumbing fixtures, electrical lighting, and new HVAC system with carbon filters (no exhaust). One existing ADA compliant bathroom to remain unchanged, and one existing ADA compliant bathroom to be modified.
- Minor exterior building/finish improvements (cosmetic) and new signage.
- No proposed building envelope/structural changes are proposed.
- Five (5) new concrete planter boxes to be installed along front of existing tenant space.

Proposed NUG Exterior Elevation Modifications



The proposed minor exterior elevation modifications (new trim paint elements and signage) are non-obtrusive and blend well with the adjoining commercial shopping center tenant spaces.

Zoning Designation

The property/project site is currently zoned Corridor Mixed Use (CMU) and is located within the area eligible to be included in the S-3 Cannabis Overlay District.

Rezoning

The S-3 Cannabis Retail and Distribution Overlay District is a zoning combining for the area along the southern corridor of El Camino Real (from O'Neill Avenue on the north to F Street and the San Carlos border to the south) that allows cannabis use regulations to be combined with existing zoning. The

Belmont Zoning Map would be amended to include the S-3 District overlay designation for any applicable property should it be rezoned to the S-3 District within the established boundary area. The subject property at 1538 El Camino Real is located within this established (November 2023) overlay area and is eligible for rezoning into this district – see Exhibit A to the Rezoning Ordinance provided as Attachment 2 to this report. The S-3 Overlay District was created previously and this application is to apply that overlay district to this particular site.

As per Belmont Zoning Ordinance (BZO) Section 16.1.2 – "Zoning Amendment Process ", and BZO Section 16.1.2(b) – Findings, the Commission is required to make a recommendation to the City Council regarding the proposed Rezoning of the 1538 El Camino Real property into the established S-3 Cannabis Retail & Distribution Overlay Combining District.

Development Agreement (DA)

The Development Agreement (DA) with this cannabis retail business provides a mechanism for the City to memorialize the proposed community benefit offer and the ability for the City to outline specific remedies for non-payment of the proposed community benefits, business license taxes, or other applicable fees. In addition, the Development Agreement provides another lever for the City to ensure compliance with the operating requirements, including the unique security measures, related to this specialized business type. The term of the Development Agreement will be for a 10-year period with an option to renew for an additional 10 years; see Exhibit A to the Development Agreement Ordinance provided as Attachment 3.

The community benefit contributions provided by the NUG business represent their individual proposal and City negotiations with their ownership entity based on their unique business operational and financial model.

NUG Community Benefit Terms

- $50,000 one-time donation to Belmont Parks and Recreation towards purchase of a mobile recreation vehicle
- On-going community benefit contribution of 1.5% of gross receipts up to $12 million revenues, then 2% of gross receipts for revenues above $12 million starting after the first year of operation. The community benefit contribution will be distributed as follows:
    - 50% directly to the City to be used for Parks and Recreation for programming, scholarships, and capital needs.
    - 50% to Belmont Community Foundation (BCF) with a provision that if BCF sunsets then the funds are assigned to the City.

Planning Commission Recommendation – Rezone & Development Agreement

At the March 4, 2025 Planning Commission Hearing, the Commission reviewed the proposed Rezone of the subject property (1538 El Camino Real) into the established (November 2023) S-3 Cannabis Retail/Distribution Overlay Zone along south El Camino Real, and the Development Agreement (DA) Terms for the project. The City did receive a number of public correspondence emails leading up to the 3/4/25 Commission Hearing for this item. Additional emails and public testimony was offered at the 3/4/25 Commission meeting.

A majority of the Commission, and the general public, voiced concerns that the proposed use (a Retail Cannabis Business) was inappropriate for this particular location in consideration of its proximity to the existing residential uses to the west of the project site. Some members of the Commission also questioned whether the use was compatible with the other existing businesses in the shopping center. In addition, concerns were raised that nearby residents had not received sufficient notice that the use was proposed at this location.

See Attachment 9 for a full accounting of all email correspondence received from the required mailout/posting of the March 4, 2025 Commission Public Hearing Notice (which occurred on 2/12/25) through March 20, 2025. Any additional correspondence received from 3/21 through 3/24 will be forwarded to the City Council.

At the conclusion of their 3/4/25 discussion and deliberation, the Commission voted 4-2 to recommend the City Council disapprove the proposed 1538 El Camino Real property Rezone into the S-3 Overlay District, and NUG Retail Cannabis Business Development Agreement.

Conditional Use Permit & Design Review

As per Belmont Zoning Ordinance (BZO) Sections 10.7.3 and 21.4.1.b(2), the Zoning Administrator (ZA) is the Reviewing Authority for the Cannabis Retail Conditional Use Permit application. Design Review analysis as per BZO Section 13 is required for any new building or exterior building alteration to ensure projects are consistent with established requirements for building design, signage, and landscaping. The Zoning Administrator analysis of the required Conditional Use Permit (CUP) & Design Review (DR) Findings is provided below.

The Zoning Administrator (ZA) conducted a public hearing on March 11, 2025 regarding the requested NUG Conditional Use Permit & Design Review entitlements, and received public testimony. General public comments were similar in nature to those received at the 3/4/25 Planning Commission Hearing. Public correspondence received via email or public comments offered at the 3/11/25 ZA Hearing focused on concerns that the proposed use (a Retail Cannabis Business) is inappropriate in consideration of existing residential uses to the west of the project site.

Public speakers also indicated similar concerns and incompatibility of the proposed Cannabis Retail Business when compared to adjacent ECR commercial uses, and westerly located residential properties. As per the BZO, no action was required to be taken at the 3/11/25 Zoning Administrator Hearing; the ZA hearing was designed to serve as another public comment opportunity regarding the proposed project.

Findings For Conditional Use Permit & Design Review

Required CUP Findings as per Belmont Zoning Ordinance (BZO) Section 10.7.3(a)

Findings. The Zoning Administrator may grant a Use Permit only if it finds the proposed use is in accordance with the provisions of the General Plan and this Ordinance and that the following conditions have been met. The Zoning Administrator must deny the application for a Use Permit if it is unable to make the findings.

(1) The location of the proposed use is compatible to other land uses in the general neighborhood area and does not place an undue burden on existing transportation, utilities and service facilities in the vicinity.

The proposed NUG Retail Cannabis Business use would be located in the Corridor Mixed-Use (CMU) area along south El Camino Real, in proximity to main city arterials and mass public transportation options (bus and rail). The project site is currently developed with a vacant commercial space for the proposed NUG Retail Cannabis use that is currently served by all required utilities. An interior remodel of the building is proposed to accommodate the proposed Cannabis Retail Business. No upgrades or extension of transportation or utility facilities would be required for the project. Representatives from the City's Police Department and Fire District have not identified any service concerns for the project. A site circulation evaluation has been conducted by city staff. Parking for staff will be addressed within the existing commercial center parking lot.

Based on the foregoing, the location of the proposed project would not place an undue burden on parking, traffic circulation, or utilities serving the neighborhood, and would be compatible with surrounding uses in the established (November 2023) S-3 Cannabis Retail/Distribution Overlay District along South El Camino Real. This Finding is affirmed.

(2) The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this Ordinance.

No expansion of the building is proposed; a remodel of the existing vacant (former Jenny Craig space) for the proposed NUG Retail Cannabis Business use is proposed. Compliant accessible parking is already provided in the commercial shopping center, and the project would meet its parking requirement (1 space for each 250 square feet of space) for retail commercial uses in the BZO. Building lighting would be upgraded to meet current city standards. Thus, the project site is of sufficient size to accommodate the proposed use. This Finding is affirmed.

(3) The site will be served by streets of capacity sufficient to carry the traffic generated by the proposed use.

El Camino Real will serve the proposed NUG Retail Cannabis Business property at 1538 El Camino Real, and has sufficient capacity to carry the traffic generated by the proposed use. This Finding is affirmed.

(4) The proposed use, if it complies with all conditions upon which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the City.

All relevant City departments have reviewed the proposal and/or provided conditions of approval that should ensure that the proposed use will not adversely affect the general welfare of the City. Conditions of approval have been included that would require conformance with the California Building Code. The

NUG Retail Cannabis Business is also required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. Therefore, as proposed and with incorporation of and adherence to the conditions of approval, this Finding is affirmed.

Required CUP Supplemental Findings as per Belmont Zoning Ordinance (BZO) 21.4.1(b)(3)

(A) The establishment of the proposed use complies with the applicable development regulations.

The proposed NUG Retail Cannabis Business has been evaluated in conjunction with the adopted BZO Section 21.4.1(c) Development Regulations. The proposed project either already complies with these established regulations or has been conditioned to comply. This Finding is affirmed.

(B) For a Cannabis Retail Use Permit, there are no more than two lawfully approved Cannabis Retail uses and approval of the use permit will not result in more than two Cannabis Retail uses in the S-3 District.

There is one other Retail Cannabis Business proposed within the established (November 2023) S-3 south El Camino Real Retail/Distribution Cannabis Overlay District. Approval of the NUG Retail Cannabis Business Use will not result in more than two Cannabis Retail Uses in the S-3 District. This Finding is affirmed.

(C) For a Cannabis Distribution Use Permit, there is no more than one lawfully approved Cannabis Distribution use and approval of the use permit will not result in more than one Cannabis Distribution use in the S-3 District.

Both proposed Cannabis Businesses (at 1538 and 1397 El Camino Real) are retail based. No Cannabis Distribution Uses are currently proposed in the established S-3 District. This Finding is affirmed.

(D) The use permit conditions require the use to comply with the performance standards in subsection (d) unless a modification is expressly approved by the permit.

The project (a proposed Retail Cannabis Business at 1538 El Camino Real) currently complies with or is conditioned to comply with the adopted (November 2023) BZO Section 21.4.1(d) Performance Standards. This Finding is affirmed.

(E) The Police Department has reviewed and approved security and operations plans for the use at the proposed facility.

As noted earlier, the Police Department (PD) has completed a preliminary review of the proposed NUG security/operational plans. The NUG Business application was also preliminarily checked and cleared by the Police Department (PD). Their operational and security plans were evaluated by the PD to ensure these plans meet all of the requirements described in the city ordinance. The NUG Security and

Operational Plans have been conditionally approved. Final review, completion, and approval of the NUG Retail Cannabis Business Security/Operational plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. A Condition of Approval will be added regarding compliance with these requirements. This Finding is affirmed.

The Zoning Administrator will recommend City Council approval of the Conditional Use Permit for the NUG Retail Cannabis Business for the subject property (1538 El Camino Real).

Design Review

The project is required to be evaluated based on Belmont Zoning Ordinance (BZO) Section 13.4.1 – Design Review. The proposed project – a new Retail Cannabis Business use (NUG) for the subject property at 1538 El Camino Real is in compliance with the BZO Section 13.4.1 requirements.

The project involves an interior tenant improvement to the former Jenny Craig commercial shopping center space for the proposed NUG Retail Cannabis business. The proposed exterior improvements will be compatible with the architectural style and characteristics of the existing building. The proposed improvements do not include the use of extreme colors. New wall signage is proposed for the front façade of the existing commercial building tenant space. The sign will be viewable from the commercial shopping center parking lot and El Camino Real. The wall sign will consist of black internally-illuminated channel letters illustrating the "NUG" business name and logo.

Five new planter boxes will be installed within the parking lot adjacent to the building entrance. All other existing landscaping would remain in the shopping center and no protected trees would be pruned or removed to allow for construction of the project. The Zoning Administrator will recommend City Council approval of the project Design Review for the NUG Retail Cannabis Business for the subject property (1538 El Camino Real).

Development Regulations & Performance Standards Review

As per Belmont Zoning Ordinance (BZO) Section 21.4.1(c) & (d), and in conjunction with the Conditional Use Permit for the proposed NUG Retail Cannabis Business, an assessment on the consistency and compliance with the adopted (November 2023) Cannabis Use *Development Regulations* and *Performance Standards* is required. Below is an analysis of those BZO regulations and standards.

Development Regulations

(1) The use may only be established and operate inside a completely enclosed building.

The proposed NUG Retail Cannabis Business is designed, required, and conditioned to operate completely within the building. This regulation has been met.

(2) The location of a Cannabis Retail or Cannabis Distribution use when initially established must comply with the following:

(A) The use must be at least 600 feet from a school or other Cannabis Retail or Cannabis Distribution use and at least 100 feet from parks and actively operated child day care centers.

The proposed NUG Retail Cannabis Business (at 1538 El Camino Real) is located further than 600 feet from any school or other proposed Cannabis Retail Business (Canna-Bel at 1397 El Camino Real). The NUG Business is also located further than 100 feet from any park or actively operated child day care center. See Attachment 7 for the 600 & 100 foot proximity analysis based on the above required factors. This regulation has been met.

(B) The distances in subparagraph (A) are measured from the building containing the Cannabis Retail or Cannabis Distribution use by the length of the shortest path of travel over which the general public has a right to travel to the boundary of a property containing the incompatible use.

See Attachment 7 which outlines the required 600/100 foot distances and NUG Business compliance with this regulation.

(C) The public entrance to the Cannabis Retail or Cannabis Distribution use may not be located immediately adjacent to a youth-oriented business on the same frontage as the entrance.

The proposed NUG Retail Cannabis Business is not located adjacent to or near a youth-oriented business. This regulation has been met.

(3) The site and building must be suitably designed to be secure.

As noted earlier in this report, the NUG Business application was preliminarily checked and cleared by the Police Department (PD). Their security plan was evaluated by the PD to ensure the plan met all of the requirements described in the city ordinance. The NUG Security Plan has been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval will be required regarding compliance with this development regulation.

Performance Standards

(1) State Licensing. The use must fully comply with all applicable operational rules and regulations governing commercial cannabis activity in Business & Professions Code Division 10.

The Police Department will contribute to the compliance analysis of this Performance Standard. A condition of approval will be required regarding adherence to this performance standard.

(2) Hours of Operation. A use may be open and operate only between the hours of 9:00 a.m. and 9:00 p.m.

The NUG Retail Cannabis Business will only be allowed to be open during the aforementioned operating hours. A condition of approval will be included to require compliance with this performance standard.

(3) Consumption. Consumption of cannabis on the premise must not be allowed.

A condition of approval will be included to require compliance with this performance standard.

(4) Smoking. Smoking or vaping of any kind on premises must not be allowed.

A condition of approval will be included to require compliance with this performance standard.

(5) Odor. Cannabis odor must not be detectible outside the building from any place accessible to the public or from adjoining private property.

The new HVAC system for the proposed NUG Retail Cannabis Business building at 1538 El Camino Real will replace the existing system and be in full compliance with California Building Codes as well as the Rules and Regulations of the California Department of Cannabis. As such, there is not an expectation of cannabis odor emanating from the (remodeled) building. In addition, no cannabis will be permitted to be consumed in or around the premises by smoking or vaping. A condition of approval will be included to require compliance with this performance standard.

(6) Public services. Operation of the business must not place a burden on the provision of public services disproportionate to other retail uses.

The Police Department (PD) has completed a preliminary review of the proposed NUG operational/safety/security plan. Final review, completion, and approval of the aforementioned NUG Retail Cannabis Business plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. The proposed retail cannabis business is not expected to create a disproportionate public service burden in comparison to other commercial retail uses within the community.

(7) Exterior Security Lighting. Adequate external lighting must be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with minimal spillover on adjacent properties. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.

As noted earlier, the NUG Business application was preliminarily checked and cleared by the Police Department (PD). Both of their security and lighting plans were evaluated by the PD to ensure these plans met all of the requirements described in the city ordinance. The NUG Security & Lighting Plans have been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval will also be required regarding compliance with this performance standard.

(8) Security. On-site security must be provided for Cannabis Retail or Cannabis Distribution uses during the hours of operation when clients are present.

The NUG Security Plan was preliminarily checked and has been conditionally approved by the Police Department (PD), pending a compliance check when the installation and construction has been completed for the building/property. Their security plan was evaluated by the PD to ensure the plan meets all of the requirements described in the city ordinance.

(9) Commercial Cannabis Permit. The use must fully comply with all applicable local permit rules and regulations governing commercial cannabis activity, including operational permit requirements and conditions and approved operational plans under any other city ordinance or code.

The NUG Retail Cannabis Business is required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. A condition of approval will be included to require compliance with this performance standard.

(10) In the event of a conflict between the requirements of the use permit and the requirements of a local operations permit issued by the police department, the more restrictive performance requirements apply.

A condition of approval will be included to require compliance with this performance standard.

As noted earlier, the Police Department (PD) review centered on the operational/safety plan, security plan, and state licensing to ensure that this use will operate in accordance with all applicable laws (i.e., use of products on site or in public places would be prohibited, security personnel would be required to prevent sales to minors and loitering, cannabis products and graphics representing cannabis products may not be visible from the exterior of the facility, and products must be stored and sold from inside the building.. Final review and completion of the operational/safety/security plan for the NUG Retail Cannabis Business will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business.

As proposed and to be conditioned, no noise, lighting, parking, traffic or circulation impacts are anticipated from the project. A Condition of approval will also be included that would require conformance with the California Building Code. All relevant City departments have reviewed the proposal and will provide conditions of approval that should ensure that the proposed use will not adversely affect the general welfare of the City.

Zoning Administrator Recommendation

Based on the analysis of the BZO Cannabis Use *Development Regulations* and *Performance Standards*, and required *Conditional Use Permit & Design Review Findings*, the Zoning Administrator (ZA) will recommend the City Council approve the Conditional Use Permit and Design Review for the proposed Cannabis Retail Dispensary Business ("NUG") at 1538 El Camino Real. A Resolution for the Conditional Use Permit and Design Review will be included in the April 8, 2025 City Council meeting agenda.

Environmental Assessment

The proposed Rezoning of the subject property into the established S-3 Cannabis Retail & Distribution Overlay District, Development Agreement (DA), Conditional Use Permit, and Design Review (i.e. "The Project") are subject to the California Environmental Quality Act ("CEQA"), in particular CEQA Guidelines Section 15162. The City previously prepared and adopted (November 2023) an Addendum to the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR) that is appropriate and can continue to serve as the environmental assessment for the

aforementioned entitlements. The scope of the current project would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required. The project would occur in an area where all public services and facilities are available to the properties eligible for inclusion in the established S-3 District. The subject property is not located in environmentally-sensitive area and is already developed with existing commercial uses/structures or parking lots. In addition, the project is also Categorically Exempt as per the CEQA Guidelines/Statutes - Section 15303 (New Construction or Conversion of Small Structures).

Community/Neighborhood Outreach

Community/Neighborhood Outreach is required in conjunction with Discretionary Review applications. In early June 2024, a notice/invitation was mailed out for a NUG Neighborhood Outreach event that occurred on June 25, 2024. The applicant reported mailing these notices to property owners (within 300 feet of the site), businesses, and residents to inform them of the project and inviting the neighbors to the on-site meeting with the Applicant Team. The meeting was designed to allow for any questions, comments, or concerns regarding the proposed business operations. City staff also attended the 6/25/24 outreach meeting, and one member of the public joined the meeting.

On March 19, 2025 from 5:15-6PM, NUG conducted a second Community/Neighborhood Outreach meeting (A Virtual "Meet & Greet"). The online meeting invitation was sent (on 3/12/25) to previous public email commenters on the project, and property owners within a 300-foot radius of the site. NUG's objectives for the meeting were to provide insight/details related to their team's experience, community benefits, neighborhood compatibility, and safety/security. At the 3/19/25 outreach meeting, two members of the public were in attendance. The project applicant made a presentation, and during the Q&A period at the end of the meeting no questions were asked; staff was also in attendance and observed the meeting.

The applicant has provided letters of support from surrounding commercial businesses regarding the proposed NUG Retail Cannabis Business. In addition, the City has received certain letters from Governmental Agencies who currently oversee other NUG and their affiliated Retail Cannabis Dispensary businesses that indicate their businesses continue to operate in good standing.

In addition to the required mailings within the 300-foot radius of the project site, City staff has provided information on the dates and times of the Planning Commission public hearing, the Zoning Administrator hearing, and the City Council public hearing in the City's weekly newsletters.

Since the mailout of the public notice for the March 4, 2025 Planning Commission Public Hearing and through publication of the City Council agenda for tonight's meeting, the City has received a number of emails from the public regarding the project; a compilation of all outreach materials and the aforementioned emails is included in Attachment 9 – Community/Neighborhood Outreach. As noted earlier, any additional correspondence received from 3/21 through 3/24 will be forwarded to the City Council.

Findings For Approval

The entitlement requests require the City Council to make certain findings in order to approve or disapprove the project. Attachment 2 includes the Ordinance and required findings for the Rezone into the established (November 2023) S-3 Cannabis Retail/Distribution Overlay District (south El Camino Real Area). Attachment 3 includes the Ordinance and required findings for the project/business Development Agreement (DA). The Conditional Use Permit & Design Review Resolution and required findings for the project is recommended to be placed on the April 8, 2025 City Council agenda with adoption of the Rezone and Development Agreement Ordinances.

Alternatives

1. Refer back to staff for additional information.
2. Continue the item for further discussion.

Attachments

1. 300-500 Foot Radius Map
2. Rezone Ordinance & Exhibit A
3. Development Agreement Ordinance & Exhibit A
4. Planning Commission Resolutions – March 4, 2025 & March 11, 2025 Zoning Administrator Staff Report
5. CEQA Addendum & Exhibits
6. Project Plans
7. NUG Operational/Security/Safety Plans
8. 600-Foot Buffer Map & 600/100-Foot Proximity Aerial Maps
9. Community/Neighborhood Outreach Materials

Fiscal Impact

☒ No Fiscal Impact

There is no fiscal impact to this action. Future operation of cannabis retail businesses within the City will generate revenue from business and sales taxes, as well as through community benefit contributions.

☐ Funding Source Confirmed:

Source:	**Purpose:**	**Public Outreach:**
Council	Council Vision/Priority	Other*

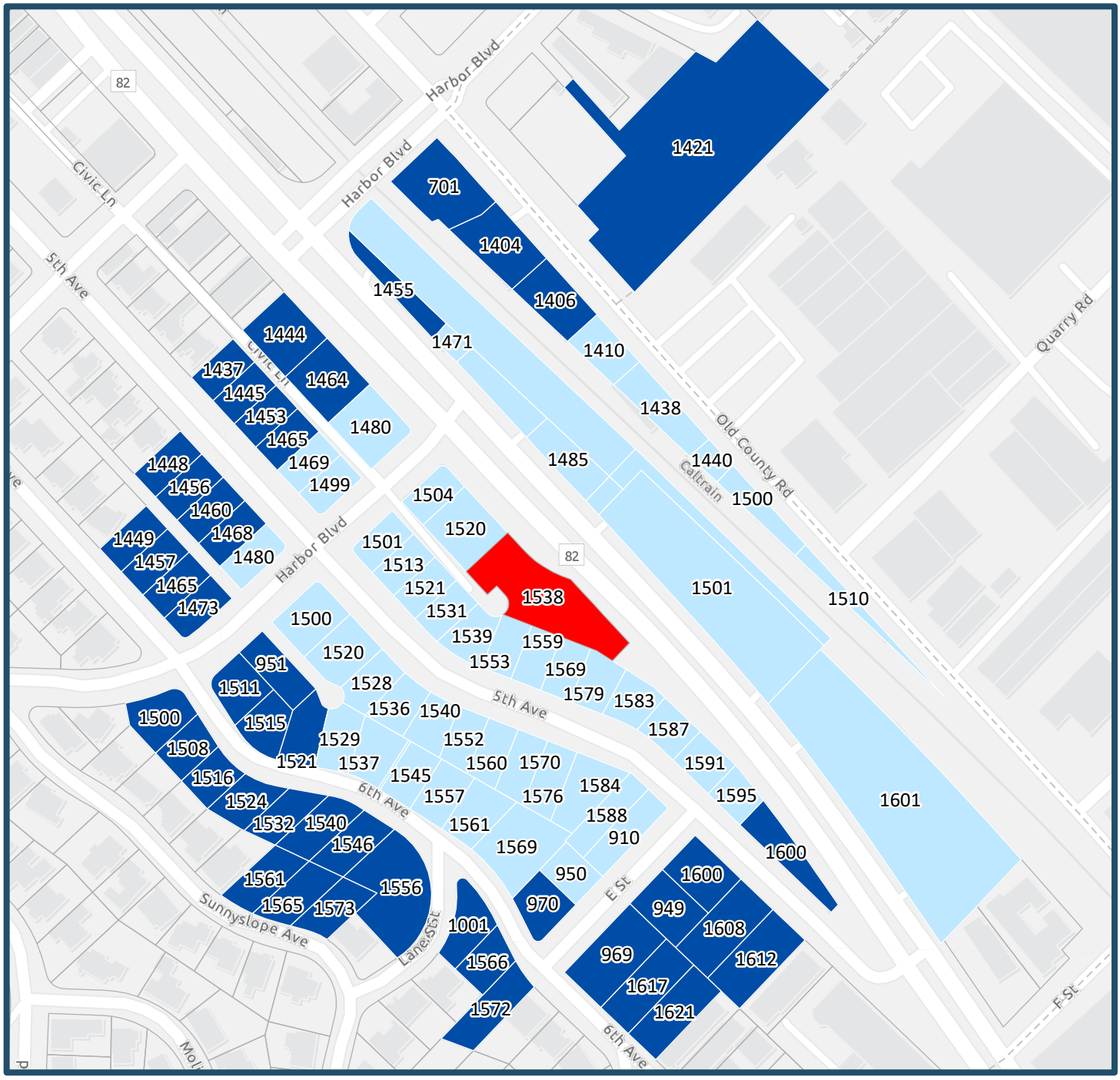
*E-Notification of agendas, public notification as required for the March 25, 2025 City Council meeting

300/500 FOOT RADIUS MAP

1538 EL CAMINO REAL

Legend

- 1538 El Camino Real
- 300'
- 500'



0 40 80 160 240 320 400 Feet

CITY OF BELMONT CALIFORNIA

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT REZONING PROPERTY LOCATED AT 1538 EL CAMINO REAL IN THE CITY OF BELMONT INTO THE S-3 CANNABIS RETAIL AND DISTRIBUTION OVERLAY DISTRICT

WHEREAS, on July 25, 2023, the Belmont City Council provided direction to staff to explore consideration of Land Use Element Amendments to the 2035 General Plan that would potentially allow for commercial cannabis uses in the south El Camino Real area of the City; and,

WHEREAS, on November 14, 2023, the Council adopted Resolution 2023-090 amending the Land Use Element of the 2035 General Plan to allow for commercial cannabis land uses in the south El Camino Real area of the City; and,

WHEREAS, 2035 General Plan Land Use Element Section 2.4 as amended declares that allowing commercial cannabis uses in appropriate commercial areas of the City should be considered and identifies the south El Camino Real as an area to be considered, and Policy 2.6-7 and actions 2.6-7.1 and 2.6-7.2 established implementation goals of adopting a zoning overlay district for the area and establishing licensing regulations for commercial cannabis business; and,

WHEREAS, on November 28, 2023, the Council adopted Ordinance 2023-1173 establishing the S-3 Cannabis Retail and Distribution Overlay District for the south El Camino Real area and regulations for the district; and,

WHEREAS, on February 13, 2024, the Council adopted Ordinance 2024-1176 establishing licensing regulations for cannabis businesses; and,

WHEREAS, J&L Belmont Plaza, LCC ("Property Owner)", is the fee owner of the real property located at 1538 El Camino Real within the City of Belmont, and more particular shown on the Zoning Basemap Section attached hereto as Exhibit A (the "Property"), which is currently zoned Corridor Mixed Use (CMU); and,

WHEREAS, NUG CV BLMT LLC, a California limited liability company (dba NUG) ("Developer") has a leasehold interest in a portion of the Property and proposes to develop the Property for a cannabis retail use; and,

WHEREAS, the City received an application from Property Owner and Developer to establish a retail cannabis use on Property and seeking approval of an amendment to the Zoning Basemap Designation for the Property incorporating it into the S-3 Cannabis Retail and Distribution Overlay District, as well as Conditional Use Permit, Design Review, and Development Agreement entitlements (the "Project"); and,

WHEREAS, on March 4, 2025, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the request to rezone the Property, and rendered a recommendation as to whether the City Council should rezone the Property as requested; and,

WHEREAS, on the March 25, 2025, the Council held a duly noticed public hearing to take testimony from the public and the applicant, to consider the Planning Commission's recommendation, and to receive a staff report and information about the Project, and at the conclusion of the hearing introduced this ordinance; and,

WHEREAS, on April 8, 2025, the Council at a duly noticed regular meeting the ordinance was presented for adoption by Council in accordance with state law.

WHEREAS, Council previously certified a Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action Plan (CAP) on October 24, 2017 (the "General Plan EIR" – SCH #2016082075), making required findings under the California Environmental Quality Act (CEQA), adopting a Mitigation Monitoring and Reporting Program (MMRP), and a statement of overriding consideration for that project on November 14, 2017; and,

WHEREAS, the City subsequently prepared an addendum examining the environmental effects of amending General Plan Land Use Element Section 2.4 and Policy 2.6-7, and establishing the S-3 Overlay District to allow up to two cannabis retail uses and one cannabis distribution use and found that the project would create no new effects or require new mitigation measures, and having considered the effects peculiar to the proposed Project at the Property, similarly finds the Project would create no new effects or require new mitigation measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. LEGISLATIVE FINDINGS

1. The Council finds the above recitals are true and correct. The Council incorporates as part of its findings herein the findings previously made by Resolution 2023-090 and the findings in the related staff reports previously presented to the Planning Commission and Council.

2. The Council finds that adoption of this ordinance will not result in more than two retail cannabis businesses within the S-3 Overlay District and is consistent with BZO section 21.4.2(b)(2).

3. The Council finds that, as of the date of its adoption, this ordinance will not result in a retail cannabis use being located within 600 feet of a school or other cannabis retail or cannabis distribution use or within 100 feet of parks and actively operated child day care centers, and will not result in the public entrance of a cannabis retail use being located immediately adjacent to a youth-oriented business on the same frontage as the entrance, and is consistent with BZO section 21.4.1(c)(2).

4. Having reviewing all the relevant evidence before the City Council, including the information provided in the staff reports and enclosures to the Planning Commission and City Council and testimony from the public and applicant, the Council finds that the proposed Zoning Basemap (Section) designation amendment incorporating the Property into the S-3 Cannabis Retail and Distribution Overlay District is consistent with General Plan, the Belmont Village Specific Plan and the Zoning Plan.

SECTION 2. ZONING BASEMAP AMENDED

1. The Zoning Map of the City is amended as follows. The property comprising 1538 El Camino Real, as shown on Exhibit A (Zoning Base Map Section), is incorporated into the S-3 Cannabis Retail and Distribution Overlay District and retains its CMU district designation in accordance with Belmont Zoning Ordinance section 21.1.

SECTION 3. EFFECTIVE DATE.

This Ordinance takes effect 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance on _____ and adopted the ordinance at a regular meeting held on _____by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

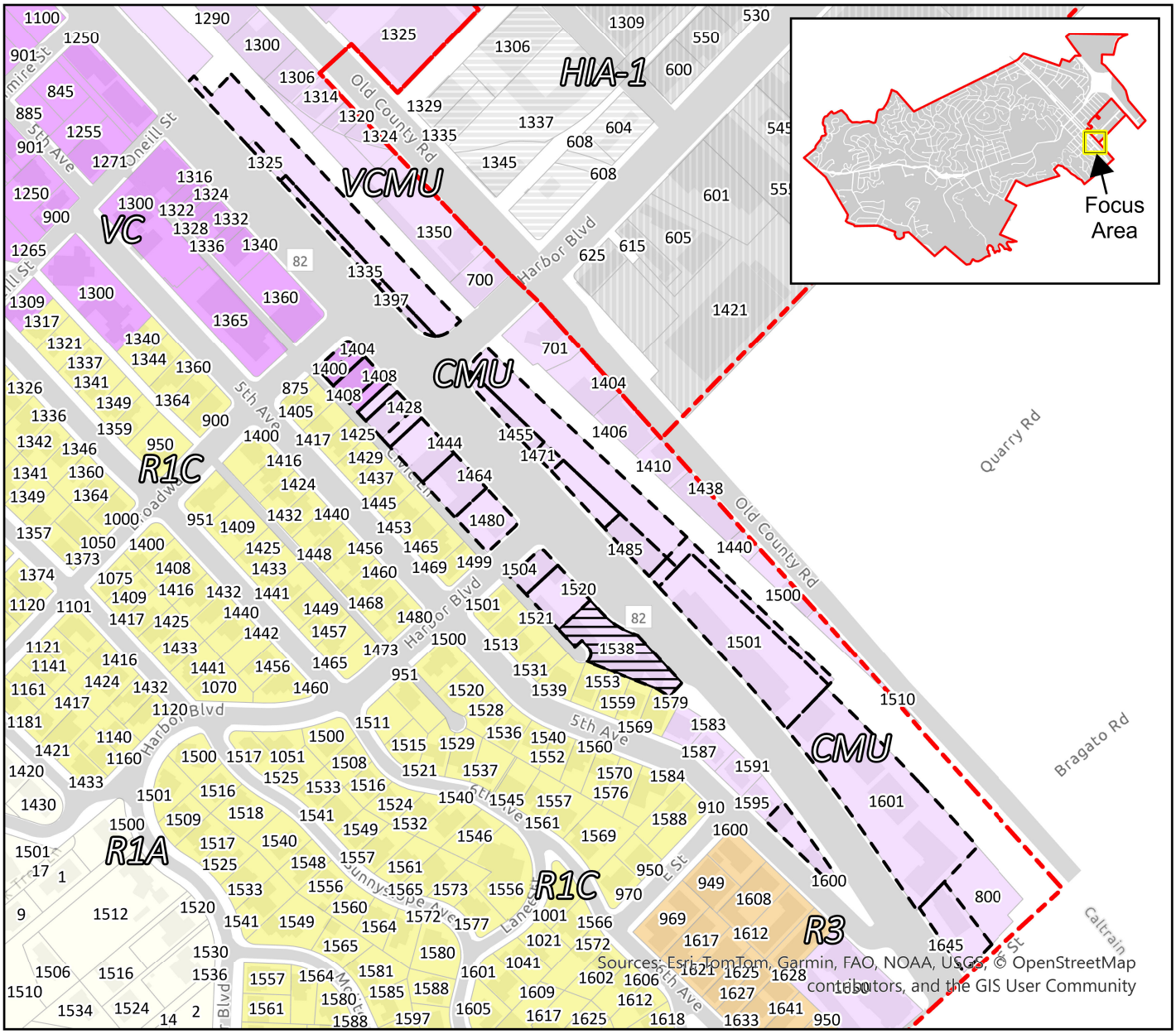
_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

PA2024-0062
Zoning Basemap (Section) Amendment

Incorporated as Exhibit A
And Made a Part of Ordinance No. 2025-___



0 0.05 0.1 0.2 Miles

ZONING CLASSIFICATIONS

1538 El Camino Real
S-3 Overlay District
City Limit

Single Family Residential

Single Family Residential, 9600 sq. ft./ D.U. (R1A)
Single Family Residential, 5000 sq.ft./ D.U. (R1C)

Multi-Family Residential

Multi-Family Residential, 1950 sq.ft./ D.U. (R3)

Commercial

Corridor Mixed Use (CMU)

Belmont Village Planning Area

Village Corridor Mixed Use (VCMU)
Village Core (VC)

HWY/HIA

Harbor Industrial Area-1 (HIA-1)
Harbor Industrial Area-2 (HIA-2)

N

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT APPROVING A DEVELOPMENT AGREEMENT FOR A RETAIL CANNABIS PROJECT (NUG) AT 1538 EL CAMINO REAL IN THE CITY OF BELMONT

WHEREAS, Government Code Sections 65864 et seq. authorize the City of Belmont to enter into agreements for the development of real property with any person having a legal or equitable interest in such property in order to establish certain development rights in such property; and,

WHEREAS, the City of Belmont has enacted Section 28 of the Belmont Zoning ordinance to govern the processing of development agreements by the City; and,

WHEREAS, J&L Belmont Plaza, LCC ("Property Owner)", is the fee owner of the real property located at 1538 El Camino Real within the City of Belmont (the "Property"); and,

WHEREAS, NUG CV BLMT LLC, a California limited liability company (dba NUG) ("Developer") has a leasehold interest in a portion of the Property and proposes to develop the Property for a cannabis retail use; and,

WHEREAS, Developer and Property Owner have applied for entitlements to improve the Property and operate a cannabis retail use on the Property, including a rezoning of the property into the S-3 Cannabis Retail and Distribution Overlay District, a Conditional Use Permit and Design Review under Belmont Zoning Ordinance Section 21.4.1(b), and a Development Agreement (the "Project"), and,

WHEREAS, to ensure that the intent of the City, Developer and Property Owner with respect to the approvals for the project entitlements is carried out, the parties desire voluntarily to enter into the Development Agreement, attached hereto and incorporated herein by reference as Exhibit A to Attachment "3", to facilitate development of the Project subject to the conditions and requirements included in the Development Agreement; and

WHEREAS, on March 4, 2025, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the requested development agreement, and rendered a recommendation as to whether the City Council should approve the development agreement; and,

WHEREAS, on the March 25, 2025, the Council held a duly noticed public hearing to take testimony from the public and the applicant, to consider the Planning Commission's recommendation, and to receive a staff report and information about the Project, and at the conclusion of the hearing introduced this ordinance; and,

WHEREAS, on April 8, 2025, the Council at a duly noticed regular meeting at which the ordinance was presented for adoption by Council in accordance with state law.

WHEREAS, Council previously certified a Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action Plan (CAP) on October 24, 2017 (the "General Plan EIR" – SCH #2016082075), making required findings under the California Environmental

Quality Act (CEQA), adopting a Mitigation Monitoring and Reporting Program (MMRP), and a statement of overriding consideration for that project on November 14, 2017; and,

WHEREAS, the City subsequently prepared an addendum examining the environmental effects of amending General Plan Land Use Element Section 2.4 and Policy 2.6-7, and establishing the S-3 Overlay District to allow up to two cannabis retail uses and one cannabis distribution use and found that the project would create no new effects or require new mitigation measures, and having considered the effects peculiar to the proposed Project at the Property, similarly finds the Project would create no new effects or require new mitigation measures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. FINDINGS

Based upon the findings of fact contained in the staff report to the City Council dated March 25, 2025, the presentations to the Council and supporting documents and any public testimony received, and in accordance with Government Code Section 65867.5(b) and Belmont Zoning Ordinance Section 28.8(b), the City Council finds that the provisions of the Development Agreement are consistent with the City's General Plan, and the zoning and other land use regulations applicable to the Property.

SECTION 2. DEVELOPMENT AGREEMENT APPROVAL

The Development Agreement for the Project is approved. The Council authorizes the City Manager to execute the Development Agreement on behalf of the City.

SECTION 3. RECORDATION

No later than 10 days after the Development Agreement is effective and has been executed by all parties, the City Clerk is to record a copy of the Development Agreement with the San Mateo County Recorder, as required by Government Code Section 65868.5.

SECTION 4. EFFECTIVE DATE.

This Ordinance takes effect 30 days after its adoption.

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on March 25, 2025 and adopted the ordinance at a regular meeting held on [insert date], 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

Exhibit A to Attachment 3

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City of Belmont
City Clerk's Office
One Twin Pines Lane
Belmont, California 94002

Exempt from Recording Fee
Government Code Section 27383

(Space Above For Recorder's Use)

DEVELOPMENT AGREEMENT

By and Between

THE CITY OF BELMONT

and

NUG CV BLMT LLC

Related to the
Entitlement of a Retail Cannabis Use at 1538 El Camino Real, Suite C

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DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is made and entered into on the _____ day of _____, 2025, by and between the CITY OF BELMONT, a municipal corporation ("City"), and NUG CV BLMT LLC, a California limited liability company ("Developer") and J & L Belmont Plaza, LLC, a California limited liability company (the "Property Owner"), under the authority of Sections 65864 – 65869.5 of the California Government Code and Section 28 of the Belmont Zoning Ordinance. The City, Developer, and Property Owner are, from time to time, individually referred to in this Agreement as a "Party" and collectively referred to as the "Parties."

RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 – 65869.5 (the "Development Agreement Statute"), which authorizes the City and any person having a legal or equitable interest in real property to enter into a development agreement and, among other things, establish certain development rights in property which is the subject of a development project application. The City Council of the City of Belmont (the "City Council") adopted Section 28 of the Belmont Zoning Ordinance to govern the processing of development agreements by the City.

B. The operation of commercial cannabis activities is a highly regulated business activity and is subject to various state and local laws and regulations. On November 28, 2023, the City adopted a resolution amending the Land Use Element of the 2035 General Plan that would allow for commercial cannabis land uses and establishment of an overlay zone allowing for potential cannabis retail and distribution businesses.

C. Government Code Section 65865 requires than an applicant for a development agreement hold a legal or equitable interest in the real property that is the subject of the development agreement.

D. Developer affirms that it has a leasehold interest in that certain property located within the City of Belmont, County of San Mateo, State of California, as further described in Exhibit A attached hereto and incorporated herein by reference (the "Property") pursuant to a lease with the Property Owner for the purpose of carrying out this Project.

E. Developer is a Cannabis Business and has applied for entitlements and permits to operate a Cannabis Retail establishment, as may be modified in the City Approvals defined in Recital F below (the "Project").

F. The following approvals, entitlements, and findings were adopted by the City with respect to the Project after duly and properly noticed public hearings:

i. On _____, the Council found the Project consistent with the certified Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action

Plan (CAP) on October 24, 2017 (the "General Plan EIR" – SCH #2016082075) under the California Environmental Quality Act (CEQA), found the Project would create no new effects or require new mitigation measures, and that no further environmental document was needed.

ii. On _____, the City Council adopted Ordinance No. _____, rezoning the Property to the S-3 Overlay District.

iii. On _____, the City Council adopted Resolution No. ____ approving the Conditional Use Permit for the Cannabis Retail use.

iv. On _____, the City Council adopted Ordinance No. ___ approving this Development Agreement as more fully set forth below.

The City actions identified above are collectively the "City Approvals."

G. The development of the Project may require future discretionary approvals and will require ministerial approvals from the City, potentially including, but not limited to, encroachment permits, demolition permits, grading permits, building permits, and certificates of occupancy ("Subsequent Approvals").

H. To ensure that the intent of the City and Developer with respect to the City Approvals is carried out, the Parties desire voluntarily to enter into this Agreement to facilitate development of the Project subject to the conditions and requirements included in this Agreement.

I. The Planning Commission reviewed this Agreement at a public hearing held on March 4, 2025 but did not recommend approval to the City Council.

J. The City Council reviewed this Agreement at a public hearing held on _____ and found that the provisions of this Agreement are consistent with the City's general plan and any applicable specific plan and are consistent with the zoning and other land use regulations applicable to the property, as well as the Development Agreement Statute, and, therefore, approved this Agreement by Ordinance No. _____, introduced on _____ and adopted on _____ (the "Adoption Date"). Ordinance No. ____ (the "Enacting Ordinance") will become effective on _____ (the "Effective Date").

NOW, THEREFORE, with reference to the foregoing Recitals and in consideration of the mutual promises, obligations and covenants herein contained, City and Developer agree as follows:

AGREEMENT

The introductory paragraph, the Recitals, and all defined terms set forth therein are hereby incorporated into this Agreement as if hereinafter fully and completely rewritten.

ARTICLE I
DEFINITIONS

1.1 Definitions.

The following defined terms are used in this Agreement:

1.1.1 "Adoption Date" is defined in Recital J.

1.1.2 "Agreement" is defined in the first paragraph, page 1.

1.1.3 "Annual Review Form" is defined in Section 5.2.

1.1.4 "Applicable Law" is defined in Section 3.1.4.

1.1.5 "Assignment" is defined in Section 8.2.

1.1.6 "Cannabis Business" means any business operating a cannabis retail or a cannabis distribution use, either as the sole use or in combination with other uses, on or from property located within the City of Belmont and includes not-for-profit retail and distribution use.

1.1.7 "Cannabis Retail" means a use involving the retail sale of cannabis or cannabis products to customers at fixed located locations or by delivery.

1.1.8 "CEQA" is defined in Recital F.

1.1.9 "City" is defined in the first paragraph, page 1 and in Section 2.1.1.

1.1.10 "City Approvals" is defined in Recital F.

1.1.11 "City Council" is defined in Recital A.

1.1.12 "City Law" is defined in Section 3.2.

1.1.13 "Complaining Party" is defined in Section 6.3.

1.1.14 "Declaration of Default" is defined in Section 6.3.

1.1.15 "Default" is defined in Section 6.1.

1.1.16 "Defaulting Party" is defined in Section 6.3.

1.1.17 "Development Agreement Statute" is defined in Recital A.

1.1.18 "Developer" is defined in the first paragraph, page 1 and in Section 2.1.2.

1.1.19 "Effective Date" is defined in Recital J and in Section 2.3.

1.1.20 "Enacting Ordinance" is defined in Recital J.

1.1.21 "Impact Fees" are defined in Section 3.3.1.

1.1.22 "Notice of Default" is defined in Section 6.3.

1.1.23 "Party" and "Parties" are defined in the first paragraph, page 1.

1.1.24 "Project" is defined in Recital F.

1.1.25 "Property" is defined in Recital D.

1.1.26 "Property Owner" is defined in the first paragraph, page 1.

1.1.27 "Subsequent Approvals" is defined in Recital G.

1.1.28 "Term" is defined in Section 2.5.

1.1.29 "Third Party Challenge" is defined in Section 12.1.

1.1.30 "Vesting Statutes" is defined in Section 3.12.3.

1.2 Capitalized Terms.

If any capitalized terms contained in this Agreement are not defined above, then any such terms shall have the meaning otherwise ascribed to them in this Agreement.

1.3 Exhibits.

The following Exhibits are attached hereto and incorporated into this Agreement:

Exhibit A: Legal Description

Exhibit B: Annual Review Form

ARTICLE II
GENERAL PROVISIONS

2.1 Parties.

2.1.1 The City.

(a) The City is a municipal corporation duly organized and validly existing under the laws of the State of California. The office of the City is located at One Twin Pines Lane, Belmont, California 94002. "City," as used in this Agreement, includes the City of Belmont and any assignee or successor to its rights, powers and responsibilities.

(b) The City represents and warrants that, as of the Effective Date of this Agreement:

(i) The execution and delivery of this Agreement and the performance of the obligations of City have been duly authorized by all necessary actions and approvals required for a municipal corporation;

(ii) The City is in good standing and has all necessary powers under the laws of the State of California and in all other respects to enter into and perform the undertakings and obligations of this Agreement; and

(iii) This Agreement is a valid obligation of City enforceable in accordance with its terms.

2.1.2 The Developer.

(a) Developer is NUG CV BLMT, LLC, a California limited liability company. For the purposes of this Agreement the Developer's office is located at 2301 Blanding Avenue, Suite 408, Alameda, California 94501.

(b) Developer represents and warrants that, as of the Effective Date of this Agreement, Developer:

(i) Has entered into a lease agreement with Property Owner of the Property;

(ii) Is duly organized and validly existing under the laws of the State of California;

(iii) Is qualified and authorized to do business in the State of California and has duly complied with all requirements pertaining thereto; and

(iv) Is in good standing and has all necessary powers under the laws of the State of California to lease property and in all other respects enter into and perform the undertakings and obligations of this Agreement.

(c) Developer further represents and warrants:

(i) That no approvals or consents of any persons are necessary for the execution, delivery or performance of this Agreement by Developer, except as have been obtained;

(ii) That the execution and delivery of this Agreement and the performance of the obligations of Developer have been duly authorized by all necessary actions and approvals required under any partnership or other agreement for the limited partnership constituting Developer;

(iii) That this Agreement is a legal, valid, and binding obligation of Developer enforceable in accordance with its terms;

(iv) That the execution, delivery, and performance of this Agreement by the Developer does not and will not materially conflict with, or constitute a material violation or material breach of, or constitute a default under (a) the partnership agreements of the Developer, (b) any law, rule, or regulation binding upon or applicable to the Developer, or (c) any material agreements to which Developer is a party;

(v) That, unless otherwise disclosed in writing to the City prior to the date of Council adoption of this Agreement and except for threats of litigation expressed in public hearings relating to the City Approvals, to the Developer's actual knowledge, there is no existing or pending or threatened litigation, suit, action, or proceeding before any court or administrative agency affecting the Developer or the Property that would, if adversely determined, materially and adversely affect the Developer's ability to perform its obligations under this Agreement or to develop and operate the Project; and

(vi) That Developer or any person or entity owning or operating the Property, has duly obtained and maintained, or will duly obtain and maintain, all licenses, permits, consents, and approvals required by all applicable governmental authorities to develop, sell, lease, own, and operate the Project on the Property.

2.1.3 The Property Owner.

(a) Property Owner is J & L Belmont Plaza LLC, a California limited liability company. For the purposes of this Agreement the Property Owner's office is located at 843 Malcolm Road, Burlingame, California 94010.

(b) Property Owner represents and warrants that, as of the Effective Date of this Agreement, Property Owner:

(i) Is the legal owner of the Property;

(ii) Has entered into a lease agreement with Developer;

(iii) Consents to the terms of this Agreement;

(iv) Consents to the recordation of this Agreement against the title of the Property.

2.1.4 Relationship of City and Developer.

The Parties specifically acknowledge that this Agreement is a contract that has been negotiated and voluntarily entered into by the Parties and that the Developer is an independent contracting entity and not an agent or partner of City. The Parties further acknowledge that no Party is acting as the agent of the other in any respect hereunder and that each Party is an independent contracting entity with respect to the terms, covenants, and conditions contained in this Agreement.

None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in the business of Developer or Property Owner, the affairs of the City, or otherwise. The Parties hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City, Property Owner, or Developer joint venturers or partners.

This Agreement does not require the Developer or Developer's contractors to pay prevailing wages if the Project is not a "public work" apart from any potentially applicable State Labor Code requirements and implementing regulations of the Department of Industrial Relations pertaining to "public works" (collectively, "Prevailing Wage Laws"). The Parties agree and acknowledge that the City makes no representation as to the applicability of Prevailing Wage Laws to the Project, and it is the Developer's sole responsibility to determine which, if any, Prevailing Wage Laws apply.

2.2 Description of Property.

The Property which is the subject of this Agreement is described in Exhibit A attached hereto.

2.3 Effective Date.

This Agreement shall become effective upon the effective date of the Enacting Ordinance approving this Agreement (the "Effective Date"), as set forth in Recital J of this Agreement.

2.4 Execution and Recording.

The Developer and Property Owner have executed and acknowledged this Agreement. Not later than ten (10) days after the Adoption Date, the City shall execute and acknowledge this Agreement. Not later than ten (10) days after the Effective Date, the City Clerk shall cause recordation of this Agreement with the San Mateo County Recorder against the Property, provided that a referendum applicable to the Enacting Ordinance has not been timely submitted to the City.

2.5 Term.

The term of this Agreement shall commence upon the Effective Date and continue for a period of ten (10) years from the Effective Date (the "Term"), unless the Term is terminated, modified, or extended by the terms of this Agreement. Upon City's sole discretion, the Term may be extended for an additional ten (10) year term and so long as the Project is in compliance with all applicable conditions of approval and City Law.

2.6 Suspension.

The Developer must cease all Cannabis Business operations, upon notification by the City of the occurrence of any of the following events ("Suspension Events"):

2.6.1 the Developer is in Default and has not cured such Default in accordance with Sections 6.2 and 6.3 of this Agreement;

2.6.2 the Developer operates the Cannabis Business in a continued and unremedied manner that endangers public health and safety, including but not limited to (i) failing to prevent conduct of patrons in and around the immediate vicinity of the Property that is disruptive, creates excessive noise, constitutes a nuisance, or is unlawful, (ii) failing to deter crimes against patrons on the Property or in the immediate vicinity of the Property, or (iii) failing to

operate the business in strict accordance with all state and local permits and regulatory requirements;

2.6.3 any permit or license necessary to operate a Cannabis Business is suspended.

The City will provide written notification to Developer of a Suspension Event and the reason for such suspension. Within ten (10) business days of City providing such notice Developer may request the suspension be lifted and Developer's reason for lifting the suspension. Upon receipt of such request from Developer, City will schedule a public hearing before the City Council at the earliest available City Council meeting, but not later than sixty (60) days from the date of the request. The City Council shall consider the suspension and may either (i) end the suspension, (ii) end the suspension upon certain conditions being fulfilled, or (iii) terminate this Agreement. If Developer has not requested the suspension be lifted within ten (10) business days, the City may elect to terminate this Agreement.

2.7 Termination.

This Agreement shall terminate upon the occurrence of any of the following events:

2.7.1 the expiration of the Term;

2.7.2 the Developer no longer has a possessory, legal or other equitable interest in the Property;

2.7.3 the Developer has ceased all operations related to the Project on the Property for a period of thirty (30) consecutive days;

2.7.4 Federal enforcement of the Federal Controlled Substances Act against Developer, Property Owner, or City;

2.7.5 any permit or license necessary to operate a Cannabis Business is terminated.

Upon termination of this Agreement, either by expiration of otherwise, Developer shall have no right to engage in any Cannabis Business on the Property, except as the City Council may affirmatively allow by appropriate subsequent action.

2.8 Force Majeure.

2.8.1 Performance by either City or Developer shall not be deemed to be in Default, and the Term shall be extended, where delays are due to: (a) natural disasters that are not caused by, are outside the reasonable control of, and at the time of entering into this Agreement are not known to and cannot be anticipated by the Developer, including without limitation floods, earthquakes, and fires; (b) a fire or flood during construction after issuance of a building permit,

whether or not the result of a natural disaster, a third party, or negligence by Developer or Developer's employee, agent or contractor (but not intentional acts or gross misconduct of the Developer); and (c) third-party litigation challenging this Agreement, the City Approvals, or the Subsequent Approvals, which delays any activity contemplated herein.

2.8.2 An extension of time for any such cause shall be for the period of the enforced delay, shall commence to run from the time of commencement of the cause, and will be deemed granted if notice by the Party claiming such extension and demonstrating that the delay is caused by an event of Force Majeure, is sent to the other within ten (10) days from the commencement of the cause and such extension of time is not rejected in writing by the other Party within ten (10) days of receipt of the notice. In the event the other Party rejects such notice, the Parties shall meet and confer in good faith for a period of at least 30 calendar days. In no event shall the cumulative period of enforced delay under this Section 2.6 exceed one (1) year. Notwithstanding this Section 2.6, the limitation on Impact Fees provided in Section 3.3 below may not be extended due to enforced delay.

2.9 Provisions Required by Statute.

The Development Agreement Statute provides, among other things, that a development agreement shall specify the following:

2.9.1 Duration of the Agreement. See Sections 2.5 and 2.6 of this Agreement.

2.9.2 Permitted Uses of the Property. See Section 3.1.2 of this Agreement.

2.9.3 Density or Intensity of Uses. See Section 3.1.2 of this Agreement and the City Approvals.

2.9.4 Maximum Height and Size of Proposed Buildings. See Section 3.1.2 of this Agreement and the City Approvals.

2.9.5 Reservation or Dedication of Land for Public Purposes. See Section 3.1.2 of this Agreement and the City Approvals.

2.9.6 Periodic Review at Least Annually. See Article V of this Agreement.

ARTICLE III
DEVELOPMENT OF THE PROPERTY

3.1 Use of the Property and Applicable Law.

3.1.1 Subject to Agreement.

The Property is hereby made subject to the provisions of this Agreement. All development of, or on, the Property, or any portion thereof, shall be undertaken only in compliance with the provisions of this Agreement and with Applicable Law. Developer shall additionally be required to obtain all state required licenses required for the operation of a Cannabis Business.

3.1.2 Permitted Uses.

The permitted uses of the Property, the density or intensity of use, the maximum height and size of proposed buildings, and provisions for reservation or dedication of land for public purposes shall be governed by Applicable Law.

3.1.3 Laws Governing Cannabis Activities.

The operation of a Cannabis Business is a highly regulated business activity and is subject to various state and local laws and regulations. This Agreement does not, and the City cannot and does not intent to, give Developer the right to continue its operations without complying with applicable state and local laws governing its operations. Developer shall be responsible for obtaining all applicable state permits, approvals and consents, even if the applicable state laws and regulations are altered following the Effective Date.

3.1.4 Applicable Law.

"Applicable Law" includes the City Approvals, this Agreement, the Subsequent Approvals when approved by the City, and those City ordinances, resolutions, rules, regulations, standards, policies, conditions, and specifications applicable to the Property in effect on the Effective Date, except as otherwise provided in Sections 3.3, 3.5, 3.6, 3.8, and 3.12.

3.2 No Conflicting Enactments.

Except as and to the extent required by state or federal law, and subject to the provisions of this Agreement and Sections 3.3, 3.5, 3.6, 3.8, and 3.12 below, the City shall not impose on the Property any plan, ordinance, resolution, rule, regulation, standard, policy, condition, or specification, including by initiative (each individually, a "City Law"), that has any of the following effects on the rights provided by Applicable Law:

3.2.1 Changes any land use designation or permitted use of the Property from that shown in Applicable Law;

3.2.2 Limits or controls the rate, timing, phasing or sequencing of the approval, development, or construction of all or any part of the Property except as set forth in Applicable Law; or

3.2.3 Limits or restricts any right specifically granted by the City Approvals, including but not limited to permitted uses and density and intensity of use and maximum height and size of buildings; or

3.2.4 Imposes any requirements for reservation or dedication of land for public purposes except as set forth in Applicable Law.

3.3 Fees and Taxes.

3.3.1 Impact Fees. Developer shall pay if and when due all Impact Fees imposed by the City which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for. "Impact Fees" are the monetary amount charged by City in connection with a development project for the purpose of defraying all or a portion of the cost of mitigating the impacts of the development project or development of the public facilities related to the development project, including any "fee" as that term is defined by Government Code Section 66000(b). No Impact Fees will be assessed for the entitlements that are being granted under this Development Agreement.

3.3.2 Business License Tax. Developer shall pay to the City when due the business license tax, in accordance with the provisions of City of Belmont City Code Chapter 23, Article 6. Any failure to pay such business license tax shall be considered a default of this Agreement.

3.4 Timing of Development.

Developer has no obligation to develop or to construct the Project. The timing, sequencing, and phasing of the Project is solely the responsibility of Developer in the exercise of its business judgment so long as it is consistent with Applicable Law. In particular, the Parties desire to avoid the result of *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, where the failure of the parties therein to consider and expressly provide for the timing of the development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement. The Parties therefore acknowledge that Developer shall have the right to develop the Project at such time as Developer deems appropriate in the exercise of its business judgment so long as such development is consistent with Applicable Law.

3.5 Reservations of Authority.

Notwithstanding any other provision of this Agreement, and notwithstanding the provisions of Section 3.2, at the time Subsequent Approvals are applied for, the following regulations and provisions shall apply to those Subsequent Approvals as they are in effect at the time of those Subsequent Approvals:

3.5.1 Processing fees and processing charges of every kind and nature imposed by the City, including application, inspection, and monitoring fees, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.5.2 All taxes, assessments, and use charges imposed by the City which are in force and effect within the jurisdiction of the City for a broadly based class of taxpayers, land, or Subsequent Approvals, as applicable, on which they are imposed.

3.5.3 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.5.4 Regulations governing construction standards and specifications including, without limitation, the California Building Standards Codes and local amendments thereto, city grading regulations, and all other uniform construction codes which are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for.

3.6 Subsequently Enacted Rules and Regulations.

The City may, during the term of this Agreement, apply such newer City Laws that are in force and effect within the jurisdiction of the City for the class of Subsequent Approvals being applied for and which are not in conflict with the terms of this Agreement. The City may also modify the Applicable Law to address a specific, adverse impact upon public health or safety that cannot reasonably be addressed by other means. Nothing in this Agreement limits the City's authority to apply and enforce the regulations in Belmont City Code Chapter 13 applicable to cannabis businesses to a cannabis business operating or seeking to operate on the Property or to apply and enforce such newer cannabis business regulations as may be adopted from time to time.

3.7 Initiatives and Referenda.

3.7.1 If, during the Term of this Agreement, any City Law is enacted or imposed by a citizen-sponsored initiative or referendum, or by the City Council directly or indirectly in connection with any proposed initiative or referendum, which City Law would conflict with this Agreement, such City Law shall not apply to the Property. The Parties, however, acknowledge that the City's approval of this Agreement is a legislative action subject to referendum.

3.7.2 Without limiting the generality of any of the foregoing, no moratorium imposed by the City affecting subdivision maps, building permits, or other Subsequent Approvals shall apply to the Property during the Term of this Agreement. Developer agrees and understands that the City does not have authority or jurisdiction over another public agency's authority to grant a moratorium.

3.7.3 The timing, sequencing, and phasing of development within the Project shall be consistent with those timing, sequencing and phasing provisions specified in this Agreement, the City Approvals, and Applicable Law.

3.7.4 The City shall cooperate with Developer and shall undertake such actions as may be necessary to ensure this Agreement remains in full force and effect and that no conflicting enactments are imposed on the Property, except as otherwise authorized by this Agreement.

3.8 Compliance with Requirements of Other Governmental Entities.

3.8.1 During the Term, Developer, at no cost to City, shall comply with lawful requirements of, and obtain all permits and approvals required by other local, regional, state and federal agencies having jurisdiction over Developer's activities in furtherance of this Agreement. Developer shall pay all required fees when due to federal, state, regional, or other local governmental agencies other than the City and acknowledges that City does not control the amount of any such fees.

3.8.2 City shall cooperate with Developer in Developer's effort to obtain permits and approvals from federal, state, regional, and other local governmental agencies, provided that same does not impose any costs on or require the City to incur any costs without compensation or reimbursement, or require the City to amend any of the City's policies, regulations, or ordinances.

3.8.3 As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in state or federal laws, regulations, plans, or policies, and the City may enforce changes in local laws, regulations, plans or policies that are specifically mandated by changes in state or federal laws, regulations, plans or policies or required to prevent the City from incurring liabilities or other costs resulting from such changes. In the event changes in the state or federal laws prevent or preclude compliance with one or more provisions of this Agreement, this Agreement shall be modified as may be necessary to comply with such state or federal laws or regulations. The Parties shall meet and confer in good faith in order to determine whether such provisions of this Agreement shall be modified as may be necessary to comply with changes in the law, and City and Developer shall agree to such action as may be reasonably required. It is the intent of the Parties that any such modification be limited to that which is necessary and to preserve to the extent possible the original intent of the Parties in entering into this Agreement. This Agreement shall remain in full force and effect to the extent it is not inconsistent with such laws or regulations. Nothing in this Agreement shall preclude the City or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Property of any such state or federal laws or regulations.

3.8.4 To the extent that any actions of federal or state agencies (or actions of other governmental agencies, including City, required by federal or state agencies, or actions of City taken in good faith to the extent necessary to prevent the City from incurring liability as a result of failure to comply with actions of federal, state or other governmental agencies) have the effect of preventing, delaying, or modifying development or the use of the Property or any portion thereof, City shall not in any manner be liable for any such prevention, delay, or modification. Such actions include, but are not limited to, state and federal cannabis regulations and actions of the City or other governmental agencies as a result; flood plain or wetlands or endangered species designations and actions of City or other governmental agencies as a result; the imposition of air quality or transportation measures or sanctions and actions of City or other governmental agencies as a result; or changes to CEQA and actions of City or other governmental agencies as a result. As a condition to being able to proceed with development, Developer may be required, at its cost, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of actions of federal, state or other governmental agencies (or action of City taken in order to prevent adverse impacts upon City by actions of federal, state, or other governmental agencies).

3.9 City's Police Power.

The Parties acknowledge this Agreement constitutes a lawful limitation on the City's police power. The Parties further acknowledge and agree that the limitations, reservations, and exceptions contained in this Agreement are intended to reserve to the City that part of its police power which are not otherwise addressed in this Agreement, and this Agreement shall be construed to reserve to the City those parts of its police powers which cannot be restricted by contract. Subject

to the limitations specified in this Agreement, the City intends that rules, regulations, official policies, standards and specifications of City applicable to the development of the Project shall be the Applicable Law.

3.10 Subsequent Development Approvals for the Property.

3.10.1 Applications for Subsequent Approvals are anticipated to be submitted to the City by the Developer. Applications for Subsequent Approvals shall be processed diligently in good faith by the City and considered in a manner consistent with the rights granted by this Agreement and Applicable Law.

3.10.2 Nothing herein shall limit the ability of the City to require the necessary reports, analyses, or studies to assist in determining whether the requested Subsequent Approval is consistent with Applicable Law and this Agreement. City's review of the Subsequent Approvals shall be consistent with this Agreement, including without limitation Section 3.2 of this Agreement. To the extent that is consistent with CEQA, as determined by the City in its reasonable discretion, City shall utilize the Environmental Impact Report as described in Recital F to review the environmental effects of the Subsequent Approvals.

3.10.3 Notwithstanding the above, as required by Government Code Section 65867.5, any and all tentative maps prepared for a subdivision of the Property shall comply with the provisions of Government Code Section 66473.7, if applicable.

3.11 Life of City Approvals and Subsequent Approvals.

If any City Approval or Subsequent Approval shall expire during the Term of this Agreement, Developer shall retain all vested rights contained in this Agreement and shall be entitled to re-approval of the City Approval or Subsequent Approval consistent with Applicable Law for the Term of this Agreement.

3.12 Developer Obligations and Public Benefits.

As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement and as a material inducement to City to enter into this Agreement, Developer has offered and agreed to provide the public benefits to the City listed in this Section 3.12 and has further agreed to comply with all of its obligations under this Agreement, including in particular the obligations set forth in this Section 3.12.

3.12.1 Compliance with Agreement and Applicable Law. In addition to any other obligations of Developer set forth herein, in consideration of City entering into this Agreement, Developer has agreed that if Developer commences development of the Property and proceeds to develop the Property, such development shall be in conformance with all of the terms, covenants, and requirements of this Agreement and Applicable Law, and Developer shall perform those specific obligations and provide those specific contributions identified in the conditions of approval and exhibits to the City Approvals. Developer shall pay when due all fees and costs which are imposed on all or any portion of the Property, whether imposed by City or other agencies, as provided in this Article III.

3.12.2 Public Benefits. In addition to the other benefits identified in Section 3.12, the Project will provide public benefits as follows:

(a) A donation of Fifty Thousand Dollars ($50,000) to the City to be applied to the purchase of a mobile recreation vehicle for use by the Parks and Recreation Department. This payment shall be made by Developer within ninety days upon issuance of certificate of occupancy for the Project.

(b) An annual public benefit contribution of one and a half percent (1.5%) of gross receipts from operations of the Cannabis Business up to the first twelve million dollars ($12,000,000) of gross receipts and two (2%) percent of any gross receipts above that amount, to be contributed at the time of the business license tax payment (no later than February 28 of each year), distributed as follows:

(i) Fifty percent (50%) to Belmont Community Foundation. Developer shall provide documentation to the City's satisfaction demonstrating that this contribution was made. If this foundation ceases to exist, Developer shall provide these funds to the City and the City may use these funds as it deems appropriate.

(ii) Fifty percent (50%) to the City to be used for Parks and Recreation Department programming, scholarships, and capital needs.

3.12.3 Waiver of Vesting Statutes. As a material consideration for the long term assurances, vested rights, and other City obligations provided by this Agreement and as a material inducement to City to enter into this Agreement, Developer further agrees that, as long as this Agreement is in effect, the provisions of this Agreement shall govern and control the City Law to be applied to this development of the Property over any contrary or inconsistent provisions of Section 66498.1 et seq. of the Government Code or any other statute which purports to provide vested rights ("Vesting Statutes"). Developer waives the benefits of any Vesting Statute as it may be inconsistent or contrary to the provisions of this Agreement, including but not limited to vesting of development fees of all types. Notwithstanding anything to the contrary in this Section, the Parties acknowledge and agree that this Agreement vests Developer's rights to develop the Project in accordance with the terms of this Agreement and the provisions of state and local law concerning development agreements.

3.13 Mutual Obligations of the Parties.

City has agreed to provide Developer with the long term assurances, vested rights, and other City obligations described in this Agreement, including in particular those obligations described in this Article III, in consideration for the Developer obligations contained in this Agreement, including in particular those Developer obligations described in this Article III. Developer has agreed to provide City with the Developer obligations contained in this Agreement, including in particular those Developer obligations described in this Article III, in consideration for the City obligations described in this Agreement, including in particular those obligations described in this Article III. To ensure that the understanding of the Parties and mutual consideration remain effective, should either Party bring any administrative, legal, or equitable action or other proceeding to set aside or otherwise make ineffective any of the City or Developer

obligations described in this Agreement, this Agreement may be terminated by the Party against whom the proceeding is brought at that Party's sole discretion.

ARTICLE IV
AMENDMENT, CANCELLATION, AND TERMINATION OF AGREEMENT

4.1 Amendment or Cancellation Procedure.

The Parties may mutually agree to amend or cancel this Agreement in whole or in part. As required by Belmont Zoning Ordinance Section 28.10, any amendment to or cancellation of this Agreement may be made only if the City follows the same procedures prescribed by Government Code 65864 et seq. and those procedures prescribed in Section 28 of the Belmont Zoning Ordinance (Ordinance No. 360 as amended) for entering into a new development agreement, including but not limited to public hearings before the Belmont Planning Commission and City Council and adoption of the amendment or cancellation by ordinance.

4.2 Requirement for a Writing.

No amendment to or cancellation of this Agreement or any provision of this Agreement shall be effective for any purpose unless adopted in accordance with the procedures prescribed in Belmont Zoning Ordinance Section 28 and specifically set forth in a writing that refers expressly to this Agreement and is signed by duly authorized representatives of the Parties. The City Clerk shall record an appropriate notice of any amendment or cancellation with the San Mateo County Recorder not later than ten (10) days after the effective date of the action effecting such amendment or cancellation, accompanied by a legal description of the Property.

4.3 Amendments to Development Agreement Legislation.

This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute, as those provisions existed at the date of execution of this Agreement. No amendment or addition to the Development Agreement Statute which would materially affect the interpretation or enforceability of this Agreement shall be applicable to this Agreement unless such amendment or addition is specifically required by the California State Legislature, or is mandated by a court of competent jurisdiction. If such amendment or change is permissive (as opposed to mandatory), this Agreement shall not be affected unless the Parties mutually agree in writing, after following the procedures in Section 4.1, to amend this Agreement to permit such applicability.

4.4 Amendment of City Approvals.

To the extent permitted by local, state, and federal law, any City Approval may, from time to time, be amended or modified by submittal of an application from the Developer and following the procedures for such amendment or modification contained in the Belmont City Code and Belmont Zoning Ordinance as applicable. Upon any approval of such an amendment or modification, the amendment or modification to the City Approval shall automatically be deemed to be incorporated into the Applicable Law without any further requirement to amend this Agreement.

4.5 Effect of Termination on Developer's Rights and Obligations.

4.5.1 Notwithstanding any other provision to the contrary, should the Developer or its successor seek to develop the Project, termination or cancellation of this Agreement or termination of the rights of Developer as to the entire Property, or any part the Property, shall not affect any requirement to comply with the City Approvals, the terms and conditions of any other Subsequent Approval, nor any payments then due and owing to City, nor shall it affect the covenants of Developer specified in Section 4.5.2 below to continue after the termination or cancellation of this Agreement. Developer understands and agrees that the City Approvals may be substantially modified in light of the circumstances resulting from the termination or cancellation of this Agreement or Developer's rights under this Agreement, and Developer shall have no rights to challenge such a modification by reason of this Agreement other than the rights, if any, Developer would have in the absence of this Agreement.

4.5.2 Notwithstanding anything in this Agreement to the contrary, the following provisions of this Agreement shall survive and remain in effect following termination or cancellation of this Agreement for so long as necessary to give them full force and effect with respect to claims or rights of City arising prior to termination or cancellation:

(a) Section 3.12 (Developer Obligations), to the extent such obligations have not been met upon termination or cancellation;

(b) Section 4.5.1 (Developer's obligations upon termination or cancellation);

(c) Section 6.2 (Remedies; limitation on damages and exceptions thereto; accrued obligations);

(d) Section 10.2 (Indemnification);

(e) Section 10.3 (Joint and Several Liability); and

(f) Section 12.1.1 (Indemnification – Third Party Challenge).

ARTICLE V
ANNUAL REVIEW

5.1 Time of Review.

To determine Developer's good faith compliance with this Agreement, and in compliance with Belmont Zoning Ordinance Section 28.12, the City shall review this Agreement and all actions taken with respect to the development of the Property at least every twelve months from the Effective Date, commencing on the first anniversary of the Effective Date. The date for the annual review may be modified by agreement between the Parties, so long as the review occurs at least every twelve months, or the City may elect to initiate a review at any time.

5.2 Required Information from Developer.

It is the Developer's responsibility to apply in a timely fashion for the annual review by submitting a written request to the Community Development Director, including a completed Annual Review Form in the form provided in Exhibit B (the "Annual Review Form") no more than sixty (60) and no less than thirty (30) days prior to the review date. The burden of proof, by substantial evidence, of good faith compliance shall be upon Developer. Developer shall provide the evidence determined necessary by the Community Development Director to demonstrate good faith compliance with the provisions of this Agreement. Developer shall provide detailed evidence of Developer's compliance with the each obligation under this Agreement, including but not limited to the provisions of Section 3.12, and other information reasonably requested by the Community Development Director to determine compliance. The Community Development Director may conduct the annual review notwithstanding Developer's failure to submit the written request. Failure to submit the written request or to list or describe compliance with an obligation is substantial evidence that the Developer has not complied in good faith with the obligation and the provisions of this Agreement. Costs reasonably incurred by the City in connection with the annual review and any related hearings shall be paid by Developer in accordance with the City's schedule of fees in effect at the time of review.

5.3 Determination of Good Faith Compliance.

If the Community Development Director determines in writing that, based upon substantial evidence, Developer has complied in good faith with the terms and conditions of this Agreement, the annual review shall be concluded. If the Developer fails to submit a timely periodic review application or the Community Development Director finds that, based upon substantial evidence, Developer has not complied in good faith with the terms and conditions of this Agreement, the Community Development Director shall prepare a written notice describing the failure to comply and notify the Developer as required by Section 11.1 and any other person who has requested notice concerning this Agreement. If Developer fails to demonstrate compliance to the Community Development Director's satisfaction within 30 days from the date of the notice, the Community Development Director shall forward the matter to the City Council with his or her recommendation.

If the City Council determines, based upon substantial evidence that Developer has complied in good faith with the terms and conditions of this Agreement, the annual review shall be concluded. If, however, the City Council determines, based upon substantial evidence, that Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate or modify this Agreement as authorized by Government Code Section 65865.1 after complying with the provisions of this Agreement and the notice and hearing procedures contained in Belmont Zoning Ordinance Section 28 or successor provision.

5.4 No Waiver.

Failure of City to timely conduct an annual review shall not constitute a waiver by City of its right to do so at a later date nor a waiver of its rights to otherwise enforce the provisions of this Agreement, nor shall Developer have or assert any defense to such enforcement by reason of any failure to conduct an annual review. City does not waive any claim of defect or Default by Developer if, following periodic review as required by this Article V, City does not propose to

modify or terminate this Agreement. City's failure to timely complete an annual review shall not constitute nor be asserted as a Default by Developer.

5.5 Reservation of Rights.

The rights and powers of the City Council under this Article V are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of an event of Default by Developer.

ARTICLE VI
DEFAULT, REMEDIES, AND TERMINATION

6.1 Default.

A Party's violation of any material term of this Agreement or failure by any Party to perform any material obligation of this Agreement shall constitute a default ("Default"). Additionally, the occurrence of any of the following shall constitute a Default by Developer: (i) failure to pay when due any fee, tax, or payment required to be paid under this Agreement, City ordinance or resolution, or California State law, if the failure to pay continues for three (3) days after written notice of the failure from the City; (ii) failure to make the contributions or public benefit payments set out in Section 3.12.2 if failure to pay continues for three (3) days after written notice of the failure from the City; and (iii) operating the Cannabis Business in a manner that is not compliant with Belmont City Code Chapter 13 as may be amended. While Developer is in Default under this Agreement, City shall not be obligated to issue any permit or grant any Subsequent Approval until Developer cures the Default.

6.2 Remedies for Default.

City and Developer acknowledge that the purpose of this Agreement is to carry out the Parties' objectives as set forth in the Recitals. City and Developer agree that to determine a sum of money which would adequately compensate either Party for choices they have made which would be foreclosed should the Property not be developed as contemplated by this Agreement is not possible and that damages would not be an adequate remedy. Therefore, City and Developer agree that in the event of a breach of this Agreement, the only remedies available to the non-breaching Party shall be: (a) suits for specific performance to remedy a specific breach, (b) suits for declaratory or injunctive relief, (c) suits for mandamus under Code of Civil Procedure Section 1085, or special writs, and (d) termination or cancellation of this Agreement or, at the option of City in the event of breach by Developer, termination of the rights of Developer under this Agreement. Monetary damages shall not be awarded to either Party. This exclusion on damages is limited to a breach of this Agreement and shall not preclude actions by a Party to enforce payments of monies due or the performance of obligations requiring the expenditures of money under the terms of Section 3.12 of this Agreement. All of these remedies shall be cumulative and not exclusive of one another, and the exercise of any one or more of these remedies shall not constitute a waiver or election with respect to any other available remedy. Developer expressly agrees that the City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this Section 6.2, "City") shall not be liable for any monetary damage for a Default by

the City or any claims against City arising out of this Agreement. Developer hereby expressly waives any such monetary damages against the City. Any legal action by a Party alleging a Default must be filed within ninety (90) days from date of Declaration of Default after following the procedures in Sections 6.3, 6.4, and 6.5, as applicable.

6.3 Notice and Procedure Regarding Defaults.

Before initiating any action for relief specified in Section 6.2 for an alleged breach of this Agreement, the Party claiming breach (the "Complaining Party") must deliver to the other Party (the "Defaulting Party") a written notice of breach (the "Notice of Default"). The Notice of Default must specify the reasons for the allegation of Default with reasonable particularity. Within thirty (30) days, unless a shorter period is provided in this Agreement, the Defaulting Party must either: (a) use good faith efforts to cure the breach or, if such cure is of the nature to take longer than 30 days, to follow the procedures specified in Section 6.4 below, or (b) if in the determination of the Defaulting Party, the event does not constitute a breach of this Agreement, the Defaulting Party, within thirty (30) days of receipt of the Notice of Default, must deliver to the Complaining Party a notice which sets forth with reasonable particularity the reasons that a Default has not occurred. Failure to respond within the thirty (30)-day period may not be deemed an admission of the Default, but the Complaining Party may proceed to pursue its remedies under this Article VI. After conclusion of the thirty (30)-day period, the Complaining Party may declare a Default by providing written notice to the Defaulting Party (the "Declaration of Default"), subject to the provisions of Section 6.4, and may proceed to pursue its remedies under this Article VI.

6.4 Mutual Agreement for Cure of Certain Defaults.

If the Defaulting Party believes that the Default cannot practically be cured within the thirty (30)-day period (or shorter period as provided in this Agreement), the Defaulting Party is not in Default provided that: (a) the cure is commenced during the applicable period after receipt of the Notice of Default; (b) within the thirty applicable period, the Defaulting Party provides a schedule to the Complaining Party for cure of the Default, subject to the reasonable approval of the Complaining Party; and (c) the cure is completed in accordance with the schedule agreed to by the Parties, or such additional time as agreed by the Complaining Party. If the Parties cannot mutually agree on a schedule for cure of the Default, at the conclusion of the initial thirty (30)-day period (or shorter period as provided in this Agreement), the Complaining Party may issue a Declaration of Default and proceed to pursue its remedies under this Article VI.

6.5 Alternative Procedure Regarding Defaults; Annual Review.

If the City Council determines, at the conclusion of the annual review undertaken as required by Article V, that Developer has not complied in good faith with the terms of this Agreement, then the determination constitutes a Declaration of Default, and City may proceed to pursue any remedies under this Article VI in addition to those remedies available under Article V.

6.6 Failure to Assert; No Waiver.

Any failures or delays by a Complaining Party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies.

Delays by a Complaining Party in asserting any of its rights and remedies, irrespective of the length of the delay, shall not deprive the Complaining Party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert, or enforce any such rights or remedies, nor constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of a Default shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such Default.

ARTICLE VII
ESTOPPEL CERTIFICATE

Either Party may request an estoppel certificate at the time of the annual compliance review, or within sixty (60) days of the annual compliance review. Either Party may, additionally, request an estoppel certificate at any other time by delivering written notice to the other Party, along with a complete periodic review application, including the required fee, as described in Section 5.2, requesting the other Party to certify in writing that, to the knowledge of that Party, (a) this Agreement is in full force and effect and is a binding obligation of the Parties, (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in Default in the performance of its obligations under this Agreement, or if in Default, to describe the nature of any Defaults. If this request is made by Developer, Developer shall pay any required fees in place at the time of request. The Party who receives the request shall execute and return the estoppel certificate within thirty (30) days following receipt of the request and items identified in Section 5.2, if required. The City Manager shall be authorized to execute any certificate requested by Developer. Developer and City acknowledge that a certificate hereunder may be relied upon by transferees and Mortgagees.

ARTICLE VIII
TRANSFERS, ASSIGNMENTS

8.1 Covenants Running with the Land.

Except as otherwise more specifically provided in Section 8.2 below, this Agreement and all of its provisions, rights, powers, standards, terms, covenants and obligations, shall be binding upon the Parties and their respective successors (by merger, consolidation, or otherwise) and assigns, and all other persons or entities acquiring the Property, or any interest therein, and shall inure to the benefit of the Parties and their respective successors and assigns, as provided in Government Code Section 65868.5.

8.2 Assignment and Transfer.

Developer and Property Owner shall not have the right to sell, assign, or transfer all or any part of its rights, title, and interests in all or a portion of the Property or Project subject to or a part of this Agreement, to any person, firm, corporation, or entity during the Term of this Agreement without consent of the City. This assignment prohibition applies to the corporate and business

entities of Developer that are a Party to this Agreement. Any assignment or transfer prohibited by this Agreement will be considered an immediate breach of this Agreement and City may elect to immediate terminate this Agreement.

ARTICLE IX
MORTGAGEE PROTECTION

9.1 Mortgage Protection.

This Agreement shall be superior and senior to any lien placed upon the Property or any portion of the Property after the date of recording of this Agreement, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish, or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement (including but not limited to City's remedies to terminate the rights of Developer (and its successors and assigns) under this Agreement, to terminate this Agreement, and to seek other relief as provided in this Agreement) shall be binding upon and effective against any person or entity, including any deed of trust beneficiary or mortgagee ("Mortgagee") who acquires title to the Property, or any portion thereof, by foreclosure, trustee's sale, deed in lieu of foreclosure, or otherwise.

9.2 Mortgagee Not Obligated.

Notwithstanding the provisions of Section 9.1 above, no Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of improvements on the Property, or to guarantee such construction or completion; provided, however, that a Mortgagee shall not be entitled to devote the Property to any uses or to construct any improvements on the Property other than those uses or improvements provided for or authorized by this Agreement, or otherwise under Applicable Law.

9.3 Notice of Default to Mortgagee.

If City receives a written notice from a Mortgagee, Developer or any approved assignee requesting a copy of any Notice of Default given Developer or any approved or permitted assignee and specifying the address for service, then City shall deliver to the Mortgagee at Mortgagee's cost (or Developer's cost), concurrently with service to Developer, any notice given to Developer with respect to any claim by City the Developer is in Default under this Agreement, and if City issues a Declaration of Default, City shall if so requested by the Mortgagee likewise serve at Mortgagee's cost (or Developer's cost) notice on the Mortgagee concurrently with service on Developer. Each Mortgagee shall have the right during the same period available to Developer to cure or remedy, or to commence to cure or remedy, the event of Default claimed in the Notice of Default or Declaration of Default.

9.4 No Supersedure.

Nothing in this Article IX shall be deemed to supersede or release a Mortgagee or modify a Mortgagee's obligations under any subdivision improvement agreement or other obligation incurred with respect to the Property outside this Agreement, nor shall any provision of this Article

IX constitute an obligation of City to the Mortgagee, except as to the notice requirements of Section 9.3.

ARTICLE X
INDEMNIFICATION

10.1 No Duty of City; Hold Harmless.

It is specifically understood and agreed by the Parties that the Project contemplated by this Agreement is a private development, that City has no interest in or responsibility for or duty to third persons concerning any of said improvements, and that Developer shall have full power over and exclusive control of the Property subject only to the limitations and obligations of Developer under this Agreement.

10.2 Indemnification.

Developer hereby agrees to and shall indemnify, defend, and hold harmless City, any City agencies and their respective elected and appointed councils, boards, commissions, officers, agents, employees, volunteers, and representatives (collectively, for the purposes of this Section 10.2, "City") from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage) and from any and all third party claims, demands, and actions in law or equity (including attorneys' fees and litigation expenses) directly or indirectly arising or alleged to have arisen out of or in any way related to: (a) the approval of this Agreement or the City Approvals; (b) any development or use of the Property under this Agreement or the City Approvals; and (c) any actions or inactions by the Developer or its contractors, subcontractors, agents, or employees in connection with the construction or improvement of the Property and the Project; excepting to the extent arising from the intentional acts or willful misconduct of City, its elected and appointed representatives, officers, agents, employees, contractors or subcontractors.

This indemnification and hold harmless agreement applies to all damages and claims for damages suffered or alleged to have been suffered by reason of the operations referred to in this Section 10.2, regardless of whether or not City prepared, supplied, or approved plans or specifications for the Property, but does not apply to damages and claims for damages caused by City with respect to public improvements and facilities after City has accepted responsibility for them.

10.3 Joint and Several Liability.

Developer and Property Owner shall be jointly and severally liable for any amount due under this Agreement. Developer and Property Owner agree that the City may impose a lien and seek foreclosure on any parcel of the Property due to any default by Developer.

ARTICLE XI
NOTICES

11.1 Notices.

Notices, demands, correspondence and communications between City, Developer, and Property Owner shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express or DHL to the offices of City, Property Owner, and Developer indicated below, provided that a receipt for delivery is provided; or (c) sent by registered or certified mail, or express mail, return receipt requested, with postage prepaid.

City:

City Manager
City of Belmont
One Twin Pines Lane
Belmont, California 94002

With copy to:

City Attorney
City of Belmont
One Twin Pines Lane
Belmont, California 94002

Developer:

NUG CV BLMT, LLC
2601 C Blanding Avenue, STE 208
Alameda, CA 94501

With a copy to:

[Address info here, if a copy is to be sent]

Property Owner:

J & L Belmont Plaza LLC
843 Malcom Road
Burlingame, CA 94010

With a copy to:

[Address info here, if a copy is to be sent]

Any Party may change its mailing address at any time by giving written notice of such change to the other Party in the manner provided herein at least then (10) days prior to the date such change is effective. All notices under this Agreement shall be deemed given and received on the earlier of the date personal delivery is made or on the delivery date or attempted delivery date shown on the return receipt or air bill.

ARTICLE XII
MISCELLANEOUS

12.1 Third-Party Legal Challenge.

In the event of any legal action, claim, or proceeding instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the City Approvals, or the Subsequent Approvals ("Third Party Challenge"), the responsibilities of the Parties shall be as follows.

12.1.1 Indemnification.

The Developer shall bear its own costs of defense as a real party in interest in any Third Party Challenge, and the Developer shall reimburse City for all costs (including court costs and expenses) and attorneys' fees incurred by City in defense of such action or other proceeding. In its sole discretion, City may tender its defense of such action to Developer or defend the action itself. Upon a tender of defense to Developer by City, Developer shall defend through counsel approved by City, which approval shall not be unreasonably withheld, and Developer shall bear all attorneys' fees and costs from the date of tender. Under no circumstances shall Developer be required to pay or perform any settlement arising out of a Third Party Challenge unless the settlement is expressly approved by Developer.

12.1.2 City Cooperation.

The City shall promptly notify the Developer of any Third Party Challenge and shall cooperate fully in the defense of the Third Party Challenge.

12.1.3 Invalidity.

If any part of this Agreement is held by a court of competent jurisdiction to be invalid or unlawful as the result of a Third Party Challenge, the Parties shall use their best efforts to cure any inadequacies or deficiencies identified by the court in a manner consistent with the express and implied intent of this Agreement, and then to adopt or re-enact such part of this Agreement as necessary or desirable to permit implementation of this Agreement.

12.2 Bankruptcy.

The obligations of this Agreement shall not be dischargeable in bankruptcy.

12.3 Applicable Law/Venue.

This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of San Mateo, State of California.

12.4 Reimbursement of Development Agreement Costs and Fees.

Developer shall reimburse City for all its reasonable and actual costs, fees, and expenses incurred in drafting, reviewing, revising, and processing this Agreement, including, but not limited to, recording fees, ordinance publication fees, staff time in preparing staff reports, and staff time, including legal counsel and special counsel fees, for preparation and review of this Agreement and changes requested by Developer.

12.5 Further Assurances.

Each Party covenants, on behalf of itself and its successors, heirs, and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the purposes and objectives of this Agreement.

12.6 Severability.

Except as otherwise provided herein, if any provision of this Agreement, or the application of this Agreement to any person or entity, be held invalid or unenforceable, the remainder of this Agreement, or its application to persons or entities, shall not be affected except as necessarily required by the determination of invalidity, and each term of this Agreement shall be valid and enforced to the fullest extent permitted by law unless amended or modified by mutual consent of the Parties, except if the effect of such a determination of invalidity is to deprive a Party of an essential benefit of its bargain under this Agreement, then the Party so deprived shall have the option to terminate this entire Agreement based on such determination.

12.7 Nondiscrimination.

Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry, or national origin in the development of the Property in furtherance of this Agreement. The foregoing covenant shall run with the land.

12.8 Developer Right to Rebuild.

City agrees that Developer may renovate or rebuild a development located on the Property within the Term of this Agreement should it become necessary due to natural disaster, including but not limited to fire, flood, or earthquake. Any such renovation or rebuilding shall comply with the Applicable Law and this Agreement.

12.9 Headings.

Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants, or conditions of this Agreement.

12.10 Agreement is Entire Understanding.

This Agreement is executed in one original, which constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof. Except as otherwise specified

in this Agreement, any prior correspondence, memoranda, agreements, warranties, or representations are superseded in total by this Agreement.

12.11 Interpretation.

Each Party to this Agreement has had an opportunity to review the Agreement, confer with legal counsel regarding the meaning of the Agreement, and negotiate revisions to the Agreement. Accordingly, neither Party shall rely upon Civil Code Section 1654 in order to interpret any uncertainty in the meaning of the Agreement.

12.12 Recordation of Termination.

Upon termination of this Agreement or expiration of the Term, a written statement acknowledging such termination shall be executed by Developer and City and shall be recorded by City in the Official Records of San Mateo County, California.

12.13 Signature Pages; Execution in Counterparts.

For convenience, the signatures of the Parties to this Agreement may be executed and acknowledged on separate pages in counterparts which, when attached to this Agreement, shall constitute this as one complete Agreement.

[Signatures on the Following Page]

IN WITNESS HEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF BELMONT,
a municipal corporation

By: _____
Afshin Oskoui, City Manager

Dated: _____

ATTEST:

By: _____
Jozi Plut, City Clerk

Dated: _____

APPROVED AS TO FORM:

By: _____
Scott Rennie, City Attorney

Dated: _____

NUG CV BLMT, LLC
a California Limited Liability Company

By: _____

By: _____

Dated: _____

J & L Belmont Plaza LLC
a California Limited Liability Company

By: _____

By: _____

Dated: _____

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

ACKNOWLEDGMENT

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

State of California)
County of _____)

On _____, before me, _____,
(insert name of notary)
Notary Public, personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

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

LOTS 11, 12, 13, 14, 15, 16, 17, 18, 19 AND 20 IN BLOCK 1, AS SHOWN ON THAT CERTAIN MAP ENTITLED "BAY VIEW HEIGHTS, SAN MATEO COUNTY, CALIF.", FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN MATEO COUNTY, STATE OF CALIFORNIA, ON OCTOBER 18, 1926 IN BOOK 14 OF MAPS AT PAGE(S) 39 AND 40.

EXCEPTING THEREFROM THAT PORTION OF LOT 14, BLOCK 1 AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED JUNE 30, 1930 IN BOOK 488, PAGE 72 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THOSE PORTIONS OF LOTS 11, 12 AND 13 IN BLOCK 1 AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED JULY 24, 1930 IN BOOK 482, PAGE 411 OF OFFICIAL RECORDS.

FURTHER EXCEPTING THEREFROM THAT PORTION OF LOT 15 IN BLOCK 1 AS CONVEYED TO THE STATE OF CALIFORNIA FOR HIGHWAY PURPOSES BY DEED RECORDED JUNE 30, 1930 IN BOOK 483, PAGE 269 OF OFFICIAL RECORDS.

APN: 045-253-290, JPN : 045-025-253-29A

EXHIBIT B

ANNUAL REVIEW FORM

This Annual Review Form is submitted to the City of Belmont ("City") by _____ ("**Developer**") pursuant to the requirements of California Government Code Section 65865.1 and Section 28 of the Belmont City' Code regarding Owner's good faith compliance with its obligations under the Development Agreement between the City and Developer having an Effective Date of _____, 20__ ("Development Agreement"). All terms not otherwise defined herein shall have the meanings assigned to them in the Development Agreement:

Annual Review Period: _____ to _____.

Describe in detail each Developer obligation included in the Development Agreement, including but not limited to those in Section 3.12, and describe in detail Developer compliance with each obligation.

Describe any extension as a result of enforced delay under Section 2.6 of the Development Agreement. Provide copies of any notices provided to the City under Section 2.6.

IN WITNESS WHEREOF, DEVELOPER has executed this Annual Review Form as of this _____ day of _____, 20__.

DEVELOPER:

_____,
a _____

By: _____
Name: _____
Title: _____

ATTACHMENT 4

- Planning Commission Resolutions – March 4, 2025
- March 11, 2025 Zoning Administrator Staff Report

RESOLUTION NO. 2025-04

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THAT THE CITY COUNCIL DISAPPROVE A REZONE OF 1538 EL CAMINO REAL (APN 045-253-290) INTO THE ESTABLISHED (ADOPTED IN NOVEMBER 2023) S-3 CANNABIS RETAIL & DISTRIBUTION OVERLAY COMBINING DISTRICT ALONG SOUTH EL CAMINO REAL

WHEREAS, on November 28, 2023, the Belmont City Council adopted Ordinance 2023-1173 regarding Belmont Zoning Ordinance ("BZO") Amendments to establish Cannabis Retail & Distribution Zoning Regulations for properties should they rezone into the area along South El Camino Real from O'Neill Avenue to the San Carlos Border. The BZO modifications included text amendments to BZO Section 3 to list a new combining district; BZO Section 9 to define cannabis retail and distribution as a permitted use in the subject overlay combining district; BZO Section 10 (Planning Procedures) regarding Zoning Administrator (ZA) review authority of a conditional use permit for the proposed uses; and establishing the S-3 Cannabis Retail and Distribution Overlay District in Section 21 (Combining Districts) to provide regulations for cannabis uses should properties be rezoned to the S-3 Overlay District; and,

WHEREAS, the City Council certified a programmatic Environmental Impact Report (EIR) for the Belmont 2035 General Plan, Phase 1 Zoning, Belmont Village Specific Plan & Zoning, and Climate Action Plan projects under Section 15168 of the CEQA Guidelines in November 2017, and an addendum to the EIR for that project ("BZO" Amendments) was approved in November 2023 in conjunction with the adopted BZO Amendments. The scope of the current project (Rezone of the subject property at 1538 El Camino Real into the S-3 Overlay District) would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR). The November 2023 Addendum is appropriate and can continue to serve as the environmental assessment for the proposed Rezoning of the subject property (1538 El Camino Real) into the established S-3 Cannabis Retail and Distribution Overlay Combining District. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required; and,

WHEREAS, on March 4, 2025, the Planning Commission, following notification in the prescribed manner, conducted a public hearing, at which time the Commission considered public testimony and a staff report on the subject Rezoning of the subject property (1538 El Camino Real) into the established S-3 Cannabis Retail & Distribution Overlay Combining District along South El Camino Real; and,

WHEREAS, after reviewing all the relevant evidence before the Planning Commission, including the information provided in the staff report and enclosures to the Planning Commission, the public meeting, public correspondence and testimony received, the Planning Commission incorporates herein by reference and adopts the analysis in the staff report to the Planning Commission dated March 4, 2025 as its own findings of fact under Belmont Zoning Ordinance (BZO) Section 16.1.2 – "Zoning Amendment Process " related to the Rezoning action for the subject property; and,

WHEREAS, the Planning Commission, after consideration of all testimony and reports, determined that the proposed Rezoning of the subject property (1538 El Camino Real) into the established S-3 Cannabis Retail & Distribution Overlay Combining District along South El Camino Real as identified in the staff report, together with any recommended modifications to the project provided by the Commission, is not consistent with the objectives of the General Plan for the City as described in BZO Section 16.1.2(b) - Findings.

NOW, THEREFORE, the Planning Commission of the City of Belmont resolves as follows:

SECTION 1. FINDINGS

The Planning Commission finds that the proposed rezoning is not consistent with the objectives of the Zoning Plan, any applicable specific plan, and the General Plan.

The site has a Corridor Mixed Use (CMU) designation. The General Plan (GP) Land Use Element and associated policies/actions allow for the consideration of commercial cannabis uses in appropriate commercial areas of the City. The General Plan indicates that these uses have the potential to contribute to economic growth, job creation, and tax revenue generation. The General Plan further considers allowing commercial cannabis uses in the South El Camino Real corridor (from O'Neill Avenue to the City's southern border with San Carlos). Said considerations for these use types included evaluating potential impacts, public health and safety, enhancing economic development, compatibility with other uses, and evolving public opinion and community norms.

The Planning Commission understood that the subject property is eligible for Rezoning into the established S-3 District. A majority of the Commission voiced concerns that the proposed use (a Retail Cannabis Business) was inappropriate for this particular location in consideration of its proximity to the existing residential uses to the west of the project site. Some members of the Commission also questioned whether the use was compatible with the other existing businesses in the 1538 El Camino Real shopping center. In addition, Commission concerns were raised that nearby residents had not received sufficient notice that the use was proposed at this location.

SECTION 2. The Planning Commission recommends that the City Council disapprove the Rezoning of the property at 1538 El Camino Real into the established S-3 Cannabis Retail & Distribution Overlay Combining District as described in Exhibit A to this Resolution, dated March 4, 2025 and inclusive of any modifications recommended by the Commission and provided as part of the public record.

* * * * * * * * * * * * * *

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on March 4, 2025 by the following vote:

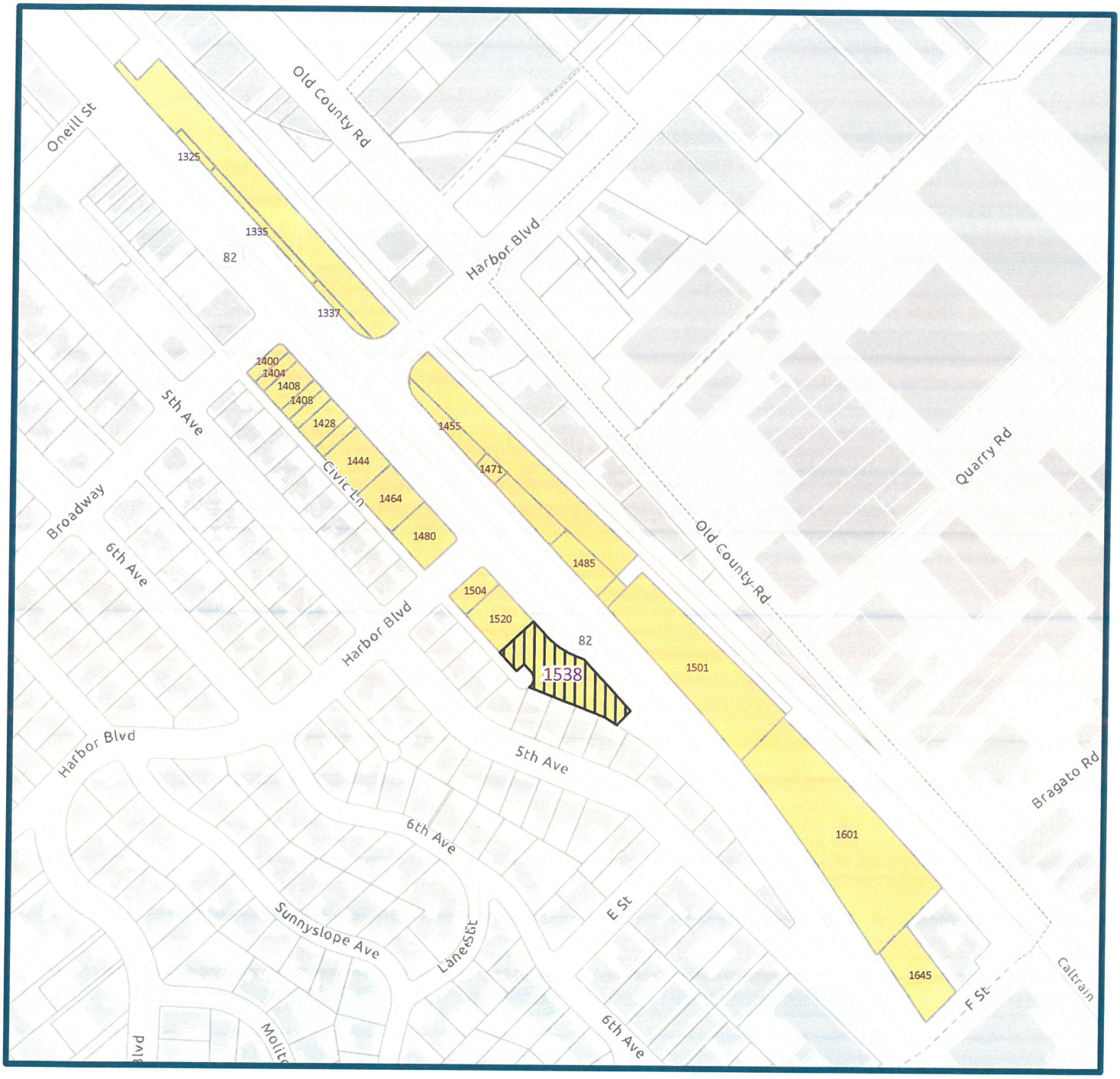
AYES,
COMMISSIONERS: Kramer, Meier, Twigg, Adamkewicz
NOES,
COMMISSIONERS: Majeski, Kulich
ABSENT,
COMMISSIONERS: Jadallah
ABSTAIN,
COMMISSIONERS: None
RECUSED,
COMMISSIONERS: None

Carlos de Melo
Planning Commission Secretary

EXHIBIT A
ESTABLISHED S-3 CANNABIS RETAIL/DISTRIBUTION OVERLAY DISTRICT & PROPOSED REZONE

1538 El Camino Real

S-3 Overlay District



0 50 100 200 300 400 500 Feet

CITY OF BELMONT CALIFORNIA

RESOLUTION NO. 2025-05

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THAT THE CITY COUNCIL DISAPPROVE A DEVELOPMENT AGREEMENT FOR NUG CV BLMT LLC FOR A CANNABIS DISPENSARY BUSINESS AT 1538 EL CAMINO REAL (APN 045-253-290)

WHEREAS, on November 28, 2023, the Belmont City Council adopted Ordinance 2023-1173 regarding Belmont Zoning Ordinance ("BZO") Amendments to establish Cannabis Retail & Distribution Zoning Regulations for properties should they rezone into the area along South El Camino Real from O'Neill Avenue to the San Carlos Border. The BZO modifications included text amendments to BZO Section 3 to list a new combining district; BZO Section 9 to define cannabis retail and distribution as a permitted use in the subject overlay combining district; BZO Section 10 (Planning Procedures) regarding Zoning Administrator (ZA) review authority of a conditional use permit for the proposed uses; and establishing the S-3 Cannabis Retail and Distribution Overlay District in Section 21 (Combining Districts) to provide regulations for cannabis uses should properties be rezoned to the S-3 Overlay District; and,

WHEREAS, the City Council certified a programmatic Environmental Impact Report (EIR) for the Belmont 2035 General Plan, Phase 1 Zoning, Belmont Village Specific Plan & Zoning, and Climate Action Plan projects under Section 15168 of the CEQA Guidelines in November 2017, and an addendum to the EIR for that project ("BZO" Amendments) was approved in November 2023 in conjunction with the adopted BZO Amendments. The scope of the current project (Development Agreement for the "NUG" Cannabis Dispensary Business for the subject property at 1538 El Camino Real) would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR). The November 2023 Addendum is appropriate and can continue to serve as the environmental assessment for the proposed Development Agreement for the NUG Cannabis Dispensary Business. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required; and,

WHEREAS, on March 4, 2025, the Planning Commission, following notification in the prescribed manner, conducted a public meeting, at which meeting the Commission considered public testimony and a staff report on the subject Development Agreement for the "NUG" Cannabis Dispensary Business for the subject property (1538 El Camino Real); and,

WHEREAS, after reviewing all the relevant evidence before the Planning Commission, including the information provided in the staff report and enclosures to the Planning Commission, the public meeting, public correspondence and testimony received, the Planning Commission incorporates herein by reference and adopts the analysis in the staff report to the Planning Commission dated March 4, 2025 as its own findings of fact under Belmont Zoning Ordinance (BZO) Section 28.7 – "Review By Planning Commission" related to the Development Agreement action for the subject property; and,

WHEREAS, the Planning Commission, after consideration of all testimony and reports, determined that the proposed Development Agreement for the "NUG" Cannabis Dispensary Business for the subject property (1538 El Camino Real) as described in the staff report, together

with any recommended modifications to the project provided by the Commission, is inconsistent with the Development Agreement Findings as described in BZO Section 28.7(b) 1 & 2.

NOW, THEREFORE, the Planning Commission of the City of Belmont resolves as follows:

SECTION 1. FINDINGS

The Planning Commission finds that the proposed Development Agreement for the NUG Cannabis Retail Business is inconsistent with the Findings per BZO Section 28.7(b) as follows:

(1) The proposed development agreement is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable specific plan.

The site has a Corridor Mixed Use (CMU) designation. The General Plan (GP) Land Use Element and associated policies/actions allow for the consideration of commercial cannabis uses in appropriate commercial areas of the City. The General Plan indicates that these uses have the potential to contribute to economic growth, job creation, and tax revenue generation. The General Plan further considers allowing commercial cannabis uses in the South El Camino Real corridor (from O'Neill Avenue to the City's southern border with San Carlos). Said considerations for these use types included evaluating potential impacts, public health and safety, enhancing economic development, compatibility with other uses, and evolving public opinion and community norms.

In their review of the proposed Development Agreement for the proposed NUG Retail Cannabis Business, a majority of the Commission voiced concerns that the proposed use was inappropriate for this particular location in consideration of its proximity to the existing residential uses to the west of the project site. Some members of the Commission also questioned whether the use was compatible with the other existing businesses in the 1538 El Camino Real shopping center. In addition, the Commission raised concerns that nearby residents had not received sufficient notice that the use was proposed at this location.

(2) The proposed development agreement is consistent with the zoning and other land use regulations applicable to the property.

The subject property is also proposed to be rezoned into the established S-3 Cannabis & Distribution Overlay Combining District concurrent with the application for a Development Agreement. The Planning Commission understood that the subject property is eligible for Rezoning into the established S-3 District. However, a majority of the Commission indicated concerns that the proposed use (a Retail Cannabis Business) was inappropriate for this particular location in consideration of its proximity to the existing residential uses to the west of the project site. Some members of the Commission also questioned whether the use was compatible with the other existing businesses in the 1538 El Camino Real shopping center. In addition, Commission concerns were raised that nearby residents had not received sufficient notice that the use was proposed at this location.

SECTION 2. The Planning Commission recommends that the City Council disapprove the Development Agreement for the proposed "NUG" Cannabis Dispensary Business for the property at 1538 El Camino Real.

* * * * * * * * * * * * * *

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on March 4, 2025 by the following vote:

AYES,
COMMISSIONERS: Meier, Kramer, Twigg, Adamkewicz
NOES,
COMMISSIONERS: Majeski, Kulich
ABSENT,
COMMISSIONERS: Jadallah
ABSTAIN,
COMMISSIONERS: None
RECUSED,
COMMISSIONERS: None

Carlos de Melo
Planning Commission Secretary

ZONING ADMINISTRATOR HEARING
MARCH 11, 2025
AGENDA ITEM NO. 3A

APPLICATION I.D.:	PA2024-0062
APPLICATION TYPE:	Conditional Use Permit & Design Review
LOCATION:	1538 El Camino Real
APPLICANT:	NUG CV BLMT LLC
OWNER:	J&L Belmont Plaza, LLC
APN:	045-253-290
ZONING:	Existing: Corridor Mixed Use (CMU); Proposed Rezone into established S-3 Cannabis Retail & Distribution Overlay District
GENERAL PLAN DESIGNATION:	Corridor Mixed Use (CMU)
CEQA DETERMINATION:	Consistent with the adopted Addendum to 2017 GP/BVSP Programmatic EIR per CEQA Guidelines Section 15162 & Categorical Exemption 15303 (New Construction or Conversion of Small Structures)

PROJECT SUMMARY

The applicant is requesting a Conditional Use Permit (CUP) and Design Review for a proposed Cannabis Retail Dispensary Business ("NUG") for the subject property.

RECOMMENDATION

The Zoning Administrator will consider **adoption** of the Conditional Use Permit (CUP) and Design Review for the proposed "NUG" Cannabis Retail Dispensary Business for the subject property.[1]

SITE LOCATION

The project site is located on the 1500 Block of the west side of El Camino Real (See Figure 1 on next page). Harbor Boulevard is located to the north, single-family residences are located to the west on Fifth & Sixth Avenues, and other commercial properties/uses are located east and south of the subject property. F Street and the San Carlos border is also located south of the project/subject site.

[1] Please note: This recommendation is made in advance of public testimony or discussion of the project. At the public hearing, these two factors, in conjunction with the staff analysis, will be considered by the Zoning Administrator in rendering a decision on the project Conditional Use Permit & Design Review to the City Council.

Figure 1 – Vicinity Map



GENERAL PLAN DESIGNATION/CONSISTENCY

The site has a Corridor Mixed Use (CMU) designation. The General Plan (GP) Land Use Element and associated policies/actions allow for the consideration of commercial cannabis uses in appropriate commercial areas of the City. The GP indicates that these uses have the potential to contribute to economic growth, job creation, and tax revenue generation. The GP further considers allowing commercial cannabis uses in the South El Camino Real corridor (from O'Neill Avenue to the City's southern border with San Carlos). Said considerations for these use types included evaluating potential impacts, public health and safety, enhancing economic development, compatibility with other uses, and evolving public opinion and community norms.

Ancillary GP Land Use Element policies/actions allowed for the exploration of commercial cannabis businesses as a conditional use within the South El Camino Real corridor (from O'Neill Avenue to the southern border of San Carlos). Additional policies/actions allowed for the creation of the Commercial Cannabis Retail & Distribution Overlay District to which property is proposed to be rezoned in order to regulate commercial cannabis land uses. These policies/actions mandate separation requirements from sensitive uses like schools and parks in the District regulations. Furthermore, an additional policy/action required creation of licensing regulations that protect public health and safety for owners and operators of commercial cannabis businesses that do not run with the land and must regulate owner and operator qualifications, business operating requirements, security standards, compliance, and renewal. Finally, an additional policy/action required the City to ensure that commercial cannabis uses, if allowed, contribute appropriately to economic growth, job creation, and revenue generation via establishing a taxation system for cannabis businesses.

ZONING/CONSISTENCY

The property/project site is currently zoned Corridor Mixed Use (CMU). Belmont Zoning Ordinance (BZO) Sections 9.10 and 9.10.1 define Cannabis Retail & Distribution as permitted uses in the subject S-3 Retail/Distribution Overlay Combining District (South El Camino Real Area). These use types are disallowed in every other zoning district within the city.

S-3 Cannabis Retail/Distribution Overlay Combining Zone

As discussed above and as per Belmont Zoning Ordinance (BZO) Section 21.4.2 (S-3 Cannabis Retail and Distribution Combining District), this combining district comprises the boundaries of that certain area situated within Belmont along South El Camino Real (from O'Neill Avenue on the north to F Street and the San Carlos border to the south). The Belmont Zoning Map would be amended to include the S-3 District overlay designation for any applicable property should it be rezoned to the S-3 District within the established boundary area. The subject property at 1538 El Camino Real is located within this established (November 2023) overlay area and is eligible for rezoning into this district – see Attachment 3 to this report. The S-3 Overlay District was created previously and a component of this application is to apply that overlay district to this particular site.

BACKGROUND/POLICY ANALYSIS

At the City Council's Strategic Priorities Workshop in March 2023, staff reviewed a range of initiatives under consideration and future action centering on the City's strategic focus areas (Infrastructure & Mobility, Economic Development & Housing, Fiscal & Organizational Stability, Public Safety, and Quality of Life). During the course of Council discussion on these topic areas, the Council reiterated a commitment to maximizing existing sources of revenue and identifying new revenue sources to maintain financial stability for the City. The Council further indicated interest in continued exploration of potential Cannabis use regulations within reason, and in appropriate locations in the City.

At their July 25, 2023 meeting, the City Council considered and provided staff direction to explore a modified Overlay Zoning approach for Cannabis Retail & Distribution uses within the City limiting the area of eligibility for potential cannabis uses to properties along south El Camino Real between O'Neill Avenue and the San Carlos border.

As a follow up to the July 2023 Council discussion/direction, and previous Cannabis use proposals, modified Belmont 2035 General Plan and Zoning Ordinance (BZO) Amendments were presented to the Planning Commission & City Council in October & November 2023 (and adopted) that centered on the following:

1. 2035 General Plan Land Use Element Policy/Goal amendments regarding the South El Camino Real Overlay Zoning/Boundary area.

2. Belmont Zoning Ordinance (BZO) modifications: (1) for the new combining district; (2) defining Cannabis Retail & Distribution as conditionally permitted uses in the subject overlay combining district; and (3) the review authority of a Conditional Use Permit and Design Review for the proposed uses.

3. Belmont Zoning Ordinance (BZO) modifications that established the S-3 Cannabis Retail & Distribution Overlay District and provided regulations for cannabis uses should properties be rezoned to the S-3 Overlay District. As noted earlier, the established overlay zoning area is located along both east & west side fronting properties on South El Camino Real (ECR) from O'Neill Avenue to the southern border of San Carlos. The subject regulations also included the following:

    - Cannabis Retail & Distribution Definitions
    - Zoning Administrator Review Authority
    - Use Permit Requirements
    - Development Regulations
    - Performance Standards

The adopted (November 2023) Development Regulations and Performance Standards are detailed on Page 6 of this report and are a component of the Conditional Use Permit analysis for the proposed NUG Retail Cannabis Dispensary Business for the subject property.

- As detailed in the adopted Cannabis Land Use Amendments in November 2023, a maximum of up to two commercial retail cannabis use permits could be allowed, and a maximum of one cannabis distribution use permits could be allowed within the established S-3 District, as lawfully permitted via the adopted Cannabis Regulatory Ordinance, and a Use Permit/Design Review process.

- At the Council's February 11, 2025 meeting where they reviewed Cannabis Business Community Benefits Structure/Parameters, they reaffirmed the allowance of up to two Cannabis Retail Businesses to seek rezoning/development agreement approvals within the South El Camino Real Overlay Zoning District. At that meeting, the City Council also directed staff to move forward with reviewing both cannabis retail applications (1538 and 1397 El Camino Real) in order to diversify the City's portfolio and provide for some contingency if one operator is ultimately not viable. Given the City's constrained tax revenue streams, it is essential to optimize revenue generation from this key source to support fiscal sustainability and economic growth to support the community's service needs.

- Currently, only a handful of cities in San Mateo County allow for retail cannabis operators which means that the local market is not yet saturated. However, there are a lot of uncertainties in the retail cannabis market and not every business that launches is ultimately successful. Staff had extensive discussions with other local communities that have operating retail cannabis storefronts and have learned that while some cannabis retailers are very successful, others are struggling or have closed. In addition, staff in other cities have said they could not have predicted in advance which businesses would ultimately end up being successful. Certain business models and retail styles may resonate better with different segments of the community.

- At the March 4, 2025 Planning Commission Hearing, the Commission reviewed the proposed Rezone of the subject property (1538 El Camino Real) into the established (November 2023) S-3 Cannabis Retail/Distribution Overlay Zone along South El Camino Real, and the Development Agreement (DA) Terms for the project. At the conclusion of their discussion/deliberation, the Commission voted 4-2 to disapprove recommending City Council approval of the Rezone and Development Agreement.

Retail cannabis uses have the potential to bring additional people to downtown/commercial and mixed use areas during both the daytime and early evening hours. As noted earlier, establishment of these new uses require approval of a Conditional Use Permit (CUP) to address potential light, glare, noise, traffic, and parking issues, and to ensure that these projects conform to specific development standards related to total number of permitted dispensaries, distance between dispensaries from schools, parks, and daycare facilities, hours of operation, customer management, and odor.

The Police Department (PD) review centers on the operational/safety plan, security plan, and state licensing to ensure that this use will operate in accordance with all applicable laws (i.e., use of products on site or in public places would be prohibited, security personnel would be required to prevent sales to minors and loitering, cannabis products and graphics representing cannabis products may not be visible from the exterior of the facility, and products must be stored and sold from inside a completely enclosed building). Final review and completion of the operational/safety/security plan for the NUG Retail Cannabis Business will be required prior to obtaining a Business Registration Certificate (i.e.

Police Permit) prior to an operation start for the business.

The NUG Business application was preliminarily checked and cleared by the Police Department (PD). Their security plan was evaluated by the PD, and meetings were completed with the applicants to ensure the security plan met all of the requirements described in the city ordinance. The NUG Security Plan has been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property.

PROJECT/SITE DESCRIPTION

As noted earlier, the proposed NUG dispensary would be located at 1538 El Camino Real, Suite C, at the site of the former Jenny Craig outlet. The store front is located within a small strip commercial shopping center on the west side of El Camino Real, south of the intersection of the west-bound leg of Harbor Boulevard. The shopping center also includes a variety of uses (Nail Salon, Lacrosse Sporting Goods shop, and other commercial uses). Access to the property is provided via three site entry/exit driveways on El Camino Real. The existing former Jenny Craig commercial space is approximately 2,400 square feet. See Project Plans – Attachment 5. The applicant proposes minor interior (for the building) and exterior (for the property) tenant improvements (TI) that consist of the following:

- New non-bearing wall partitions, ceiling and wall finishes, casework, counters, shelving, plumbing fixtures, electrical lighting, and new HVAC system with carbon filters (no exhaust). One existing ADA compliant bathroom to remain unchanged, and one existing ADA compliant bathroom to be modified.
- Minor exterior building/finish improvements (cosmetic) and new signage.
- No proposed building envelope/structural changes are proposed.
- Five (5) new concrete planter boxes to be installed along front of existing tenant space.

ENVIRONMENTAL ASSESSMENT

The proposed Conditional Use Permit (CUP), and Design Review for the NUG Cannabis Retail business is subject to the California Environmental Quality Act ("CEQA"), in particular CEQA Guidelines Section 15162. The City previously prepared and adopted (November 2023) an Addendum to the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report (EIR) that is appropriate and can continue to serve as the environmental assessment for the Conditional Use Permit and Design Review. The scope of the current project (Conditional Use Permit and Design Review for the subject NUG Cannabis Retail business for the subject property at 1538 El Camino Real) would create no new effects or require new mitigation measures compared to what was outlined in the City's 2017 General Plan/Belmont Village Specific Plan Programmatic Environmental Impact Report. The proposed project is consistent with the approved November 2023 Addendum. As such, no new environmental document is required.

The proposed Conditional Use Permit (CUP) and Design Review for the subject property/business would occur in an area where all public services and facilities are available to the properties eligible for inclusion in the established S-3 District. The subject property is not located in environmentally-sensitive area and is already developed with existing commercial uses/structures. In addition, the project is also Categorically Exempt as per the CEQA Guidelines/Statutes - Section 15303 (New Construction or Conversion of Small Structures).

NEIGHBORHOOD OUTREACH

Neighborhood outreach is required in conjunction with Discretionary Review applications. Attached is the NUG Business notice for their June 2024 Outreach event, and public correspondence received since the required February & March 2025 project noticing for the 3/4/25 Planning Commission Hearing and scheduled 3/11/25 Zoning Administrator Hearing (See Attachment 9). As such, Neighborhood Outreach requirements appear to have been met.

PROJECT ENTITLEMENTS – CONDITIONAL USE PERMIT & DESIGN REVIEW

As per Belmont Zoning Ordinance (BZO) Sections 10.7.3 and 21.4.1.b(2), the Zoning Administrator is the Reviewing Authority for the Cannabis Retail Conditional Use Permit. Design Review analysis as per BZO Section 13 is required for any new building or exterior building alteration to ensure projects are consistent with established requirements for building design, signage, and landscaping.

Development Regulations & Performance Standards Review

As per BZO Section 21.4.1(c) & (d), and in conjunction with the Conditional Use Permit for the proposed NUG Retail Cannabis Business, an assessment on the consistency and compliance with the adopted (November 2023) Cannabis Use *Development Regulations* and *Performance Standards* is required. Below is an analysis of those BZO regulations and standards.

Development Regulations

(1) The use may only be established and operate inside a completely enclosed building.

The proposed NUG Retail Cannabis Business is designed, required, and conditioned to operate completely within the building. This regulation has been met.

(2) The location of a Cannabis Retail or Cannabis Distribution use when initially established must comply with the following:

(A) The use must be at least 600 feet from a school or other Cannabis Retail or Cannabis Distribution use and at least 100 feet from parks and actively operated child day care centers.

The proposed NUG Retail Cannabis Business (at 1538 El Camino Real) is located further than 600 feet from any school or other proposed Cannabis Retail Business (Canna-Bel at 1397 El Camino Real). The NUG Business is also located further than 100 feet from any park or actively operated child day care center. See Attachment 7 for the 600 & 100 foot proximity analysis based on the above required factors. This regulation has been met.

(B) The distances in subparagraph (A) are measured from the building containing the Cannabis Retail or Cannabis Distribution use by the length of the shortest path of travel over which the general public has a right to travel to the boundary of a property containing the incompatible use.

See Attachment 7 which outlines the required 600/100 foot distances and NUG Business compliance with this regulation.

(C) The public entrance to the Cannabis Retail or Cannabis Distribution use may not be located immediately adjacent to a youth-oriented business on the same frontage as the entrance.

The proposed NUG Retail Cannabis Business is not located adjacent to or near a youth-oriented business. This regulation has been met.

(3) The site and building must be suitably designed to be secure.

As noted earlier in this report, the NUG Business application was preliminarily checked and cleared by the Police Department (PD). Their security plan was evaluated by the PD to ensure the plan met all of the requirements described in the city ordinance. The NUG Security Plan has been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval has also been required regarding compliance with this development regulation.

Performance Standards

(1) State Licensing. The use must fully comply with all applicable operational rules and regulations governing commercial cannabis activity in Business & Professions Code Division 10.

The Police Department will contribute to the compliance analysis of this Performance Standard. A condition of approval been also required regarding adherence to this performance standard.

(2) Hours of Operation. A use may be open and operate only between the hours of 9:00 a.m. and 9:00 p.m.

The NUG Retail Cannabis Business will only be allowed to be open during the aforementioned operating hours. A condition of approval has been included to require compliance with this performance standard.

(3) Consumption. Consumption of cannabis on the premise must not be allowed.

A condition of approval has been included to require compliance with this performance standard.

(4) Smoking. Smoking or vaping of any kind on premises must not be allowed.

A condition of approval has been included to require compliance with this performance standard.

(5) Odor. Cannabis odor must not be detectible outside the building from any place accessible to the public or from adjoining private property.

The new HVAC system for the proposed NUG Retail Cannabis Business building at 1538 El Camino Real will replace the existing system and be in full compliance with California Building Codes as well as the Rules and Regulations of the California Department of Cannabis. As such, there is not an expectation of cannabis odor emanating from the (remodeled) building. In addition, no cannabis will be permitted to be consumed in or around the premises by smoking or vaping. A condition of approval has also been included to require compliance with this performance standard.

(6) Public services. Operation of the business must not place a burden on the provision of public services disproportionate to other retail uses.

The Police Department (PD) has completed a preliminary review of the proposed NUG

operational/safety/security plan. Final review, completion, and approval of the aforementioned NUG Retail Cannabis Business plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. The proposed retail cannabis business is not expected to create a disproportionate public service burden in comparison to other commercial retail uses within the community.

(7) Exterior Security Lighting. Adequate external lighting must be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with minimal spillover on adjacent properties. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.

As noted earlier, the NUG Business application was preliminarily checked and cleared by the Police Department (PD). Both of their security and lighting plans were evaluated by the PD to ensure these plans met all of the requirements described in the city ordinance. The NUG Security & Lighting Plans have been conditionally approved, pending a compliance check when the installation and construction has been completed for the building/property. A Condition of Approval has also been required regarding compliance with this performance standard.

(9) Security. On-site security must be provided for Cannabis Retail or Cannabis Distribution uses during the hours of operation when clients are present.

The NUG Security Plan was preliminarily checked and has been conditionally approved by the Police Department (PD), pending a compliance check when the installation and construction has been completed for the building/property. Their security plan was evaluated by the PD to ensure the plan meets all of the requirements described in the city ordinance.

(10) Commercial Cannabis Permit. The use must fully comply with all applicable local permit rules and regulations governing commercial cannabis activity, including operational permit requirements and conditions and approved operational plans under any other city ordinance or code.

The NUG Retail Cannabis Business is required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business Registration Certificate (i.e. Police Permit) prior to operation. A condition of approval has also been included to require compliance with this performance standard.

(11) In the event of a conflict between the requirements of the use permit and the requirements of a local operations permit issued by the police department, the more restrictive performance requirements apply.

A condition of approval has been included to require compliance with this performance standard.

Findings For CUP & Design Review

Required CUP Findings as per Belmont Zoning Ordinance (BZO) Section 10.7.3(a)

Findings. The Zoning Administrator may grant a Use Permit only if it finds the proposed use is in accordance with the provisions of the General Plan and this Ordinance and that the following conditions have been met. The Zoning Administrator must deny the application for a Use Permit if it

is unable to make the findings.

(1) The location of the proposed use is compatible to other land uses in the general neighborhood area and does not place an undue burden on existing transportation, utilities and service facilities in the vicinity.

The proposed NUG Retail Cannabis Business use would be located in the Corridor Mixed-Use (CMU) area along South El Camino Real, in proximity to main city arterials and mass public transportation options (bus and rail). The project site is currently developed with a vacant commercial space for the proposed NUG Retail Cannabis use that is currently served by all required utilities. An interior remodel of the building is proposed to accommodate the proposed Cannabis Retail Business. No upgrades or extension of transportation or utility facilities would be required for the project. Representatives from the City's Police Department and Fire District have not identified any service concerns for the project. A site circulation evaluation has been conducted by city staff. Parking for staff will be addressed within the existing commercial center parking lot.

Based on the foregoing, the location of the proposed project would not place an undue burden on parking, traffic circulation, or utilities serving the neighborhood, and would be compatible with surrounding uses in the established (November 2023) S-3 Cannabis Retail/Distribution Overlay District along South El Camino Real. This Finding is affirmed.

(2) The site is of sufficient size to accommodate the proposed use together with all yards, open spaces, walls and fences, parking and loading facilities, landscaping and such other provisions required by this Ordinance.

No expansion of the building is proposed; a remodel of the existing vacant (former Jenny Craig space) for the proposed NUG Retail Cannabis Business use is proposed. Compliant accessible parking is already provided in the commercial shopping center, and the project would meet its parking requirement (1 space for each 250 square feet of space) for retail commercial uses in the BZO. Building lighting would be upgraded to meet current city standards. Thus, the project site is of sufficient size to accommodate the proposed use. This Finding is affirmed.

(3) The site will be served by streets of capacity sufficient to carry the traffic generated by the proposed use.

El Camino Real will serve the proposed NUG Retail Cannabis Business property at 1538 El Camino Real, and has sufficient capacity to carry the traffic generated by the proposed use. This Finding is affirmed.

(4) The proposed use, if it complies with all conditions upon which approval is made contingent, will not adversely affect other property in the vicinity or the general welfare of the City.

As proposed and conditioned, no significant noise, lighting, parking, traffic or circulation impacts are anticipated from the project. All relevant City departments have reviewed the proposal and/or provided conditions of approval that should ensure that the proposed use will not adversely affect the general welfare of the City. Conditions of approval have been included that would require conformance with the California Building Code. The NUG Retail Cannabis Business is also required to comply with all Chapter 13 Belmont City Code Statutes and Regulations for Safety, Registration, and Operation. In particular, as per City Code Section 13-53, the Retail Cannabis Business shall obtain a Business

Registration Certificate (i.e. Police Permit) prior to operation. Therefore, as proposed and with incorporation of and adherence to the conditions of approval, this Finding is affirmed.

Required CUP Supplemental Findings as per Belmont Zoning Ordinance (BZO) 21.4.1(b)(3)

(A) The establishment of the proposed use complies with the applicable development regulations.

The proposed NUG Retail Cannabis Business has been evaluated in conjunction with the adopted BZO Section 21.4.1(c) Development Regulations. The proposed project either already complies with these established regulations or has been conditioned to comply. This Finding is affirmed.

(B) For a Cannabis Retail Use Permit, there are no more than two lawfully approved Cannabis Retail uses and approval of the use permit will not result in more than two Cannabis Retail uses in the S-3 District.

There is one other Retail Cannabis Business proposed within the established (November 2023) S-3 South El Camino Real Retail/Distribution Cannabis Overlay District. Approval of the NUG Retail Cannabis Business Use will not result in more than two Cannabis Retail Uses in the S-3 District. This Finding is affirmed.

(C) For a Cannabis Distribution Use Permit, there is no more than one lawfully approved Cannabis Distribution use and approval of the use permit will not result in more than one Cannabis Distribution use in the S-3 District.

Both proposed Cannabis Businesses (at 1538 and 1397 El Camino Real) are retail based. No Cannabis Distribution Uses are currently proposed in the established S-3 District. This Finding is affirmed.

(D) The use permit conditions require the use to comply with the performance standards in subsection (d) unless a modification is expressly approved by the permit.

The project (a proposed Retail Cannabis Business at 1538 El Camino Real) currently complies with or is conditioned to comply with the adopted (November 2023) BZO Section 21.4.1(d) Performance Standards. This Finding is affirmed.

(E) The Police Department has reviewed and approved security and operations plans for the use at the proposed facility.

As noted earlier, the Police Department (PD) has completed a preliminary review of the proposed NUG security/operational plans. The NUG Business application was also preliminarily checked and cleared by the Police Department (PD). Their operational and security plans were evaluated by the PD to ensure these plans meet all of the requirements described in the city ordinance. The NUG Security and Operational Plans have been conditionally approved. Final review, completion, and approval of the NUG Retail Cannabis Business Security/Operational plans will be required prior to obtaining a Business Registration Certificate (i.e. Police Permit) prior to an operation start for the business. A Condition of Approval has also been added regarding compliance with these requirements. This Finding is affirmed.

DESIGN REVIEW

The project is required to be evaluated based on Belmont Zoning Ordinance (BZO) Section 13.4.1 – Design Review. The proposed project – a new Retail Cannabis Business use (NUG) for the subject property at 1538 El Camino Real is in compliance with the BZO Section 13.4.1 requirements.

The project involves an interior tenant improvement to the former Jenny Craig commercial shopping center space for the proposed NUG Retail Cannabis business. The proposed exterior improvements will be compatible with the architectural style and characteristics of the existing building. The proposed improvements do not include the use of extreme colors.

New wall signage is proposed for the front façade of the existing commercial building tenant space. The sign will be viewable from the commercial shopping center parking lot and El Camino Real. The wall sign will consist of black internally-illuminated channel letters illustrating the "NUG" business name and logo.

Five new planter boxes will be installed within the parking lot adjacent to the building entrance. All other existing landscaping would remain in the shopping center and no protected trees would be pruned or removed to allow for construction of the project.

The Zoning Administrator can consider approval of the project Design Review for the NUG Retail Cannabis Business for the subject property (1538 El Camino Real).

CONCLUSION AND RECOMMENDATION

Based on the foregoing analysis the Zoning Administrator will consider approval of a Conditional Use Permit (CUP) and Design Review for the proposed Cannabis Retail Dispensary Business ("NUG") at 1538 El Camino Real.

Attachments

1. 300/500 Foot Property Radius Map
2. Conditions of Approval
3. Established S-3 Cannabis Retail/Distribution Overlay District Map & Proposed Rezoning (South El Camino Real Area)
4. November 2023 EIR Addendum, Exhibits, and CEQA Categorical Exemption Section 15303
5. Project Plans
6. NUG Operational & Security Plan
7. 600 Foot Buffer Map & 600/100-foot Proximity Aerials
8. Neighborhood Outreach Materials

Respectfully submitted,

Carlos de Melo
Community Development Director/Zoning Administrator

CC: Applicant/Owners

Attachment 5 & Exhibits
CEQA ADDENDUM
Cannabis Regulations Ordinance

Background

Environmental Review

The Belmont City Council certified a Final Environmental Impact Report (FEIR) that evaluated the environmental impacts of the City's 2035 General Plan, Phase I Zoning, Belmont Village Specific Plan (BVSP), and Climate Action Plan (CAP) on October 24, 2017 (the "General Plan EIR" - SCH #2016082075). The Council made the required California Environmental Quality Act (CEQA) findings, and adopted a Mitigation Monitoring and Reporting Program (MMRP) and a statement of overriding consideration for the project on November 14, 2017.

In accordance with CEQA Guideline Section 15162, if the lead agency reviewing a subsequent project finds that no new effects could occur or no new mitigation measures would be required compared to what was outlined in the EIR, the agency can approve the activity as being within the scope of the project covered by the program EIR, and no new environmental document would be required.

Development Project

Commercial Cannabis Overlay Zone Amendments: The project considers Land Use Element Amendments to the 2035 General Plan that would potentially allow for Commercial Cannabis Land Uses in the South El Camino Real area of the City; and Zoning Ordinance ("BZO") Amendments to establish potential Cannabis Retail & Distribution (S-3) Zoning Regulations should a property rezone to the S-3 District along South El Camino Real. The specific regulations for sale and distribution of cannabis products are described in greater detail below. The draft General Plan and Ordinance Amendments are included as attachments to the November 14, 2023 City Council Staff Report. These Amendments include the following modifications:

1. Modifications to the narrative section of the 2035 General Plan Land Use Element related to El Camino Real; and adding policies to Goal 2.6 and Goal 2.17. See Attachment 1 – Proposed General Plan Amendments Resolution and Exhibit (Attachment 3) which describes the South El Camino Real boundary area.
2. Modifications to Belmont Zoning Ordinance (BZO) Section 3 to list the new combining district; BZO Section 9 to define Cannabis Retail & Distribution as a permitted use in the subject overlay combining district; and BZO Section 10 (Planning Procedures) regarding Zoning Administrator (ZA) review authority of a Use Permit for the proposed uses.
3. Establishing S-3 Cannabis Retail & Distribution Overlay District in Section 21 (Combining Districts) to provide regulations for cannabis uses should properties be rezoned to the S-3 Overlay District. This potential overlay zoning area is located along both east & west side fronting properties on South El Camino Real (ECR) from O'Neill Avenue to the southern border (of San Carlos) – see Attachment 2 (Zoning Amendments Ordinance) and Exhibit (Attachment 3) which describes the South El Camino Real boundary area. The regulations include:

    - Cannabis Retail & Distribution Definitions
    - Zoning Administrator Review Authority
    - Use Permit Requirements
    - Development Regulations

- Performance Standards

4. The proposed Cannabis Use ***Development Regulations*** include the following:

(1) The use may only be established and operate inside a completely enclosed building.

(2) The location of a Cannabis Retail or Cannabis Distribution use when initially established must comply with the following:

(A) The use must be at least 600 feet from a school or other Cannabis Retail or Cannabis Distribution use and at least 100 feet from parks and actively operated child day care centers.

(B) The distances in subparagraph (A) are measured from the building containing the Cannabis Retail or Cannabis Distribution use by the length of the shortest path of travel over which the general public has a right to travel to the boundary of a property containing the incompatible use.

(C) The public entrance to the Cannabis Retail or Cannabis Distribution use may not be located immediately adjacent to a youth-oriented business on the same frontage as the entrance.

(3) The site and building must be suitably designed to be secure.

6. The proposed Cannabis Use ***Performance Standards*** include the following:

(1) State Licensing. The use must fully comply with all applicable operational rules and regulations governing commercial cannabis activity in Business & Professions Code Division 10.

(2) Hours of Operation. A use may be open and operate only between the hours of 9:00 a.m. and 9:00 p.m.

(3) Consumption. Consumption of cannabis on the premise must not be allowed.

(4) Smoking. Smoking or vaping of any kind on premises must not be allowed.

(5) Odor. Cannabis odor must not be detectible outside the building from any place accessible to the public or from adjoining private property.

(6) Public services. Operation of the business must not place a burden on the provision of public services disproportionate to other retail uses.

(7) Exterior Security Lighting. Adequate external lighting must be provided for security purposes. The lighting shall be sufficient to provide illumination and clear visibility to all outdoor areas, with minimal spillover on adjacent properties. The lighting must be stationary, directed away from adjacent properties and public rights-of-way, and compatible with the neighborhood.

(8) Security. On-site security must be provided for Cannabis Retail or Cannabis Distribution uses during the hours of operation when clients are present.

(9) Commercial Cannabis Permit. The use must fully comply with all applicable local permit rules and regulations governing commercial cannabis activity, including operational permit requirements and conditions and approved operational plans under any other city ordinance or code.

(10) In the event of a conflict between the requirements of the use permit and the requirements of a local operations permit issued by the police department, the more restrictive performance requirements apply.

A maximum of up to two (2) commercial retail cannabis use permits are allowed, and a maximum of one (1) cannabis distribution use permits are allowed, as lawfully permitted via the Cannabis Regulatory Ordinance, and Zoning Administrator Use Permit review process.

Purpose of the Addendum

The purpose of this Addendum is to evaluate whether the proposed development project would result in any new or substantially greater significant effects or require any new mitigation measures not identified in the General Plan EIR.

This Addendum has been prepared with consideration of the previously certified FEIR, which is incorporated by reference under CEQA Guidelines, Section 15150. The FEIR is available for review at the Community Development Department, Belmont City Hall, One Twin Pines Lane, Suite #310, Belmont, CA 94002. The Executive Summary Table of the General Plan EIR and the MMRP adopted for the project are included as exhibits to this addendum.

CEQA Authority for the Addendum

The CEQA Guidelines establish the type of environmental documentation that is required when changes to a project occur after an EIR has been adopted. Section 15164(a) states:

"*The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*"

When the lead agency has previously adopted an EIR, no new EIR need be prepared for that project unless the lead agency determines, on the basis of substantial evidence in light of the whole record, one or more of the following, per Section 15162 of the CEQA Guidelines:

(1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or

(3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:

A. *The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*

B. *Significant effects previously examined will be substantially more severe than shown in the previous EIR;*

C. *Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*

D. *Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*

Project Evaluation

General Plan / BVSP Buildout

The General Plan EIR considered all potential environmental impacts under an assumed maximum buildout for the City and the BVSP Area in 2035. Since the adoption of the General Plan EIR, there have been no major commercial development projects approved within the BVSP Area, or within the City at large. The table below provides the maximum BVSP buildout identified in the GP EIR, and the approved commercial development to date.

Table 1- BVSP Buildout & Commercial Development Projects

	2013 Year	2035 Year	Growth	Remaining
Jobs	1,440	2,450	30	975
Non-Residential sq. ft.	679,000	1,044,000	5,102	359,698

As provided in Table 1 above, there are still numerous jobs, and non-residential floor area within the remaining development limits of the BVSP project area. It should be noted that the potential subject overlay district area (South El Camino Real) is generally already developed with existing commercial uses/structures. No development is proposed in conjunction with the proposed General Plan/Zoning Amendments Project. Individual Cannabis Retail or Distribution operators would be subject to CEQA clearance for the subject properties intended for operation.

Development Project Impacts

The General Plan EIR identifies: 1) the potential impacts of the buildout of the General Plan; and 2) the General Plan, BVSP, CAP policies that would reduce or mitigate project impacts. As such, development projects are considered to be within the scope of the project covered by the General Plan Program EIR when they are found consistent with these relevant General Plan, BVSP, and CAP policies designed to mitigate or reduce impacts; however, individual development projects also need to comply with mitigation measures identified in the adopted General Plan MMRP.

The proposed development project is evaluated for consistency with the adopted General Plan EIR and the MMRP, in the tables and discussion that follow on pages 5 through 38 of this document. The tables and discussion reference Table ES-3 of the General Plan EIR (see Exhibits), which provides an outline of the significant impacts of the General Plan, and the policies and mitigation

measures designed to reduce these impacts to the extent possible. The MMRP adopted for the General Plan EIR is also referenced (see Exhibits).

Table 2-Aesthtics

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.1-1	N/A	N/A	N/A
Impact 4.1-2	N/A	N/A	N/A
Impact 4.1-3	No	No	No
Impact 4.1-4	No	No	No

Aesthetics: There are no scenic vistas or scenic corridors in the overlay areas where the project would occur (Impacts 4.1-1 & 4.1-2). Individual development projects would be required to be consistent with all other objective development and design standards, street frontage standards, lighting standards (i.e., full cutoff lighting) and design standards identified in the DEIR and the BVSP to reduce aesthetic impacts to less than significant ((Impacts 4.1-3 & 4.1-4).

Table 3-Air Quality

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.2-1	No	No	No
Impact 4.2-2	No	No	No
Impact 4.2-3	No	No	No
Impact 4.2-4	No	No	No
Impact 4.2-5	No	No	No
Impact 4.2-6	No	No	No
Impact 4.2-7	No	No	No

Air Quality:

Air Quality Plans & Standards

The General Plan and BVSP would be consistent with the Bay Area Air Quality Management District (BAAQMD) regional air quality strategy (Impact 4.2-1). The General Plan EIR indicates that individual development projects have the potential for construction and operational emissions in excess of BAAQMD's project level thresholds; however, Mitigation Measures AQ-1 through AQ-4 would reduce construction related emissions, and Mitigation Measure AQ-5 would address operational-related emissions (see Exhibits). Thus, Individual Cannabis Retail or Distribution projects would be required to implement the following mitigation measures as conditions of project approval (Impacts 4.2-2 through 4.2-4).

Air Quality Mitigation Measures

Number	*Mitigation Measure*
AQ-1	**Require Tier 4 engines on Construction Equipment.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on an EPA-approved Tier 4 or newer engine. Exemptions can be made for specialized equipment where Tier 4 engines are not commercially available within 200 miles of the project site. The construction contract must identify these pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA- approved Tier 3 engine. ARB regulations will result in the percentage of Tier 4 engines increasing over the next several years.
AQ-2	**Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.
AQ-3	**Require Low-VOC Coatings during Construction.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.

Air Quality Mitigation Measures

Number	*Mitigation Measure*
AQ-4	**Require Fugitive Dust Best Management Practices.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control measures at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and un-paved access roads) will be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite will be covered. • All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved will be completed as soon as

	possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used. Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the District will also be visible to ensure compliance.
AQ-5	**Promote Green Consumer Products.** For all projects developed within the Planning Area, developer(s) shall provide education for residential and commercial tenants concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors shall work with the City of Belmont to develop electronic correspondence to be distributed by email to new residential and commercial tenants that encourages the purchase of consumer products that generate lower than typical VOC emissions. Examples of green products may include low-VOC architectural coatings, cleaning supplies, and consumer products, as well as alternatively fueled landscaping equipment

Sensitive Receptors

The General Plan EIR indicates that the construction of individual development projects has the potential to expose sensitive receptors (residential uses, hospitals, schools, daycare centers, etc.) to toxic air contaminants (TACs). Thus, Mitigation Measure AQ-6, below, requires that all projects proposing development within 1,000 feet of existing sensitive receptors prepare a site-specific health risk assessment (HRA). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project-level thresholds, then additional mitigation would be unnecessary.

Air Quality Mitigation Measures

AQ-6	**Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment.** All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project-level thresholds, then additional mitigation would be un- necessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project- level thresholds, additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.

Individual Cannabis Retail or Distribution projects would be required to submit an HRA for the project that demonstrates compliance with BAAQMD project level thresholds. Thus, no new significant impacts would occur (Impact 4.2-5).

Carbon Monoxide

Traffic volumes under the General Plan and BVSP would not result in carbon monoxide (CO) concentrations in excess of the state or federal 1- or 8-hour CO standards. Consequently. CO concentrations in 2035 would be lower than under existing (2013) conditions, despite an increase in traffic volumes. This decrease is due to expected improvements in vehicle engine technology,

fuel efficiency, and turnover in older, more heavily polluting vehicles, which reduces exhaust emissions. Since predicted CO concentrations would not violate the NAAQS, the impact of traffic conditions on ambient CO levels in the Planning Area would be less than significant (Impact 4.2-6).

Objectionable Odors

Potential odor emitters during construction activities include diesel exhaust, asphalt paving, and the use of architectural coatings and solvents. Construction-related operations near existing receptors would be temporary, and construction activities would not be likely to result in nuisance odors that would violate BAAQMD Regulation 7. Given mandatory compliance with BAAQMD rules, no construction activities or materials are proposed that would create a significant level of objectionable odors. Accordingly, odor impacts would be less than significant (Impact 4.2-7).

Table 4 – Biological Resources

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.3-1	No	No	No
Impact 4.3-2	No	No	No
Impact 4.3-3	N/A	N/A	N/A
Impact 4.3-4	No	No	No
Impact 4.3-5	No	No	No
Impact 4.3-6	N/A	N/A	N/A

Biological Resources:

Habitat Modification & Protected Species

The potential overlay district zoned properties generally include previously developed properties; these properties are not located in any known sensitive habitat areas. No development is proposed in conjunction with the recommended General Plan/Zoning Amendments. Applications in sensitive habitat areas require submittal of a biological assessment, which identifies potential impacts to sensitive species, riparian habitats or wetlands on or near the project site, and appropriate mitigation measures (Impact 4.3-1 through 4.3-3 & 4.3-6).

Migratory Birds

Nesting migratory birds are protected under the Migratory Bird Treaty Act, and Section 3503 of the California Fish and Game Code. Should proposed project construction occur in close proximity to trees on adjacent sites, which may disturb nesting migratory birds, significant impacts to migratory birds would not occur with adherence to the following measure:

"If tree removal or ground disturbance activities are scheduled to commence during the breeding season (February 1 through August 31), preconstruction nesting bird surveys should be conducted by a qualified biologist in order to identify possible nesting activity. A construction-free buffer of suitable dimensions must be established around active nests (typically up to 50 feet for passerines and up to 250 feet for raptors, depending on the location and species) for the duration of the project or until it has been determined that the chicks have fledged and are independent of their parents."

The City utilizes a standard condition of project approval (COA) to protect nesting migratory birds. The COA requires that the applicant either avoid construction activities (i.e., tree removal, demolition, grading, and construction) during the active nesting season, or conduct surveys for nesting birds and provide appropriate buffer zones, as follows:

COA – Nesting Birds

- *To minimize potential impacts on nesting raptors, the applicant shall either: 1) Avoid construction activities (i.e., tree pruning, tree removal, tree protection work, demolition, grading, and construction) during the active nesting season (between February 1, and August 31); or 2) Conduct pre-construction surveys for nesting raptors and provide appropriate buffer zones, if construction has the potential to impact nesting birds.*

  Note: Pre-construction surveys shall be conducted by a qualified biologist or ornithologist in order to ensure that no raptor nests will be disturbed during project implementation. This survey will be conducted no more than 15 days prior to the initiation of construction activities during the early part of the breeding season (February through April) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May through August). During this survey, the biologist will inspect all trees in and immediately adjacent to the impact areas for raptor nests. If an active raptor nest is found close enough to the construction area to be disturbed by these activities, the ornithologist, in consultation with the California Department of Fish and Wildlife Service, will determine the extent of a construction-free buffer zone to be established around the nest.

Subject to this standard condition of project approval for nesting birds identified above, no significant impacts would occur with respect to nesting migratory birds (Impact 4.3-4).

Tree Protection

General Plan policies require compliance with the City's adopted tree preservation ordinance (Chapter 25 of the City Code). The Tree Ordinance provides a process and standards for review of projects that may impact or remove protected trees. Environmental impacts are considered mitigated for projects that adhere to this policy. Thus, if tree removal is associated with individual development projects, adherence to the requirements of the Tree Ordinance (i.e., submittal of an Arborist Report with recommendations for tree protections) and the following standard conditions of approval:

COAs – Tree Protection

- *The applicant shall implement the Tree Protection Guidelines identified in the Arborist Report, prepared for the project; the project arborist shall review the final building and grading plans, and confirm in writing any changes to the design recommendations. The guidelines shall be included on a plan sheet submitted with the building permit application.*

- *Prior to issuance of a grading or building permit, the applicant shall submit written confirmation from the Project Arborist that all tree protection measures, and pre-construction treatments have been installed and inspected, and that they meet the arborist's specifications.*

- *Any approved grading, construction, demolition or other work within the tree protection zone shall be monitored by the project arborist.*

- *Tree protection devices are to remain until all site work has been completed within the work area. Fences or other protection devices may not be relocated or removed without permission of the Project Arborist.*

- *If unplanned or unapproved tree injuries or tree removals occur during project construction, the applicant shall contact City Planning Staff. Additional permits may be required.*

- *After completion of exterior construction work and before final building permit inspection, the applicant shall submit a final written report/letter from the Project Arborist. Said report/letter shall provide an evaluation of the construction impacts to the subject tree's health or structural stability, and shall identify any additional provisions that may be required to these address impacts. The applicant shall be responsible to implement these recommendations. A final report may be required on the effectiveness of the measures.*

Subject to these standard conditions of project approval for tree protection, the project would not have a significant impact on trees, and would not conflict with City policies or ordinances protecting biological resources, such as the Tree Ordinance (Impact 4.3-5).

Table 5 – Cultural Resources

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.4-1	No	No	No
Impact 4.4-2	No	No	No
Impact 4.4-3	No	No	No
Impact 4.4-4	No	No	No
Impact 4.4-5	No	No	No

Cultural Resources:

Historic Structures

The City's standard process for review of development projects requires submittal of a Historic Resource Evaluation (HRE) prepared by an architectural historian for national, state or locally listed historical structures, structures eligible for listing, and structures greater than forty-five years' old that would be altered or demolished as part of a project. The HRE identifies the potential impacts of a project to the historical resource, and recommends mitigation measures. Projects with potentially significant impacts to historical structures require environmental review under the California Environmental Quality Act (CEQA).

No project sites are listed, but numerous buildings would meet the forty-five-year threshold for review of potential historical impacts. As previously discussed, no development is proposed in conjunction with the recommended General Plan/Zoning Amendments. An individual Cannabis Retail or Distribution operator would be subject to CEQA clearance for the subject property intended for operation, including an evaluation for impacts to historical structures (consistent with the policies of the General Plan EIR). As such, no new potential impacts not identified in the General Plan EIR would occur from the development project (Impact 4.4-1).

Archaeological & Paleontological

The General Plan EIR indicates potentially unrecorded archaeological sites may exist in Belmont, particularly along Belmont and Laurel creeks, near wetlands areas, and in the foothill to valley ecotones (ecological transition areas). The EIR further notes that future development projects allowed under the EIR may involve grading, excavation, or other ground-disturbing activities, which could disturb or damage unknown archaeological resources.

Although implementation of project grading plans may result in actions that could adversely affect archaeological resources, the General Plan includes policies and regulations that would minimize or avoid impacts by requiring the protection and preservation of such resources. Specifically, the General Plan includes Policies 5.12-1, 5.12-2 and 2.2-2 and Actions 5.12-1a, and 5.12-2b that require establishing guidelines and mitigation programs when sites of archaeological, paleontological, and/or cultural concern would be disturbed by development, including:

1) Reviewing records for development proposed in areas that are considered archaeologically or paleontologically sensitive.
2) Determining the potential effects of development and construction on archaeological or paleontological resources (as required by CEQA).
3) Requiring pre-construction surveys and monitoring during any ground disturbance for all development in areas of historical and archaeological sensitivity.
4) Implementing appropriate measures to avoid the identified impacts, as conditions of project approval (i.e., halting construction when resources are uncovered, evaluating the find, and implementing avoidance measures and/or mitigation plans as required by CEQA).

The recommendations in a Cultural Resources Evaluation are required to be noted on the project plans. The City's standard project conditions of approval (COAs) conditions of approval are as follows:

COAs – Cultural Resource

- *Prior to issuance of building permits, the applicant shall demonstrate that construction crews have proper training for the discovery, handling and retention methods for paleontological, archeological and/or cultural resources found at the project site. Project personnel should not collect cultural resources. Prehistoric resources include: chert, or obsidian flakes, projectile points, mortars and pestles, dark, friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include: stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits or bottle dumps.*
- *In the event that paleontological, archaeological, and/or cultural resources are encountered during construction activities, all construction activity in the area of the find shall be halted, and the Community Development Director shall be notified; an archaeologist shall examine the find and make appropriate recommendations. A plan for the mitigation of impacts to the resources will be prepared and submitted to the City of Belmont for approval. Additional CEQA review may be required depending upon the evaluation of the find.*

Proposed development projects that follow this process would be consistent with the environmental mitigations for cultural resource impacts (polices, programs, and actions) identified in the General Plan EIR. Subject to these provisions, and the standard project conditions of approval identified above, no significant impacts would occur with respect to archaeological/paleontological resources (Impacts 4.4-2, 4.4-3 & 4.4-5).

Human Remains

Proposed development projects would be required to comply with the procedures identified in the General Plan EIR for the discovery of any human remains (i.e., halting of construction, contacting the County Sherriff and Coroner, consulting with the Native American Heritage Commission, if applicable, etc.). These procedures have been incorporated into standard conditions of project approval, as follows:

COA- Human Remains

- *If any human remains are discovered or recognized in any location on a project site, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:*

    A. *The San Mateo County Coroner/Sheriff has been informed and has determined that no investigation of the cause of death is required; and,*

    B. *If the remains are of Native American origin:*

        1. *The descendants of the deceased Native Americans have made a recommendation to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in Public Resources Code Section 5097.98; or*

2. *The Native American Heritage Commission was unable to identify a descendant or the descendant failed to make a recommendation within 24 hours after being notified by the commission.*

Subject to the procedures and condition of approval identified above, no impacts would occur as it relates to the discovery of human remains (Impact 4.2-4).

Table 6 – Geology, Soils & Seismicity

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.5-1	No	No	No
Impact 4.5-2	No	No	No
Impact 4.5-3	No	No	No
Impact 4.5-4	No	No	No

Geology, Soils & Seismicity:

Fault Rupture & Soil Erosion

According to the California Department of Conservation website the potential (South El Camino Real) overlay district is not located within a state-designated Alquist-Priolo Earthquake Fault Zone, so no fault rupture would be expected for any future development projects. The overlay district includes relatively flat project sites and do not include exposed slopes. In addition, the following standard erosion control COA would be required for construction of individual development projects to prevent significant soil erosion impacts (Impact 14.5-1):

COA - Erosion Control

- *The applicant shall submit an erosion and sedimentation control plan describing Best Management Practices (BMPs) to be used to prevent soil, dirt, and debris from entering the storm drain system. The plan shall include the following items:*

  a) *A site plan showing the property lines, existing and proposed topography, and slopes; areas to be disturbed, locations of cut/fill and soil storage/disposal area; areas with existing vegetation to be protected; existing and proposed drainage patterns and structures; watercourses or sensitive areas on-site or immediately downstream of project; and designated construction access routes, staging areas and washout areas.*

  b) *Erosion and sediment controls to be used during construction, selected as appropriate from the California Regional Water Quality Control Board, San Francisco Bay Region Erosion and P.O. Box 791, Oakland, CA 94604-0791.*

c) *Methods and procedures to stabilize denuded areas and install and maintain temporary erosion and sediment control continuously until permanent erosion controls have been established.*

d) *Provision for preventing erosion and trapping sediment on-site, such as sediment basins or traps, earthen dikes or berms, fiber rolls, silt fence, check dams, storm drain inlet protection, soil blankets or mats, covers for soil stock piles and/or other measures.*

e) *Provisions for installing vegetative cover in disturbed areas, including areas to be seeded, planted, and/or mulched, and types of vegetation proposed.*

f) *Provision for diverting on-site runoff around exposed areas and diverting off-site runoff around the project site (e.g., swales and dikes).*

g) *Notes, specifications, and/or attachments describing the construction, operation and maintenance of erosion and sediment control measures, including inspection frequency; methods and schedule for grading, excavation, filling clearing of vegetation and storage and disposal of excavated or cleared material; types of vegetative cover and mulch, including methods and schedules for planting and fertilization; and provisions for temporary and permanent irrigation.*

Seismic Ground Shaking, Liquefaction, & Lateral Spreading

The potential subject overlay zone area is in a seismically active region dominated by the San Andreas Fault, which is located approximately 4 miles west of the overlay zones, the Hayward Fault, which is located approximately 15 miles northeast of the overlay zones, and the northern portion of the Calaveras Fault, which is located approximately 22 miles northeast of the overlay zone. As such, the project sites would be subject to strong seismic ground shaking, liquefaction and lateral spreading; however, any future proposed projects would be required to conform to the current seismic design provisions of the most current version of the California Building Code (CBC), to provide for the latest in earthquake safety and minimize losses from an earthquake.

The CBC contains the latest seismic safety requirements to resist ground shaking through modern construction techniques, which are periodically updated to reflect the most recent seismic research. In addition, proposed General Plan Policy 6.1-2 requires the regulation of development on sites that have a history or threat of seismic dangers; Policy 6.1-4 requires geotechnical site analysis for proposed development on certain sites; and Policy 6.1-5 requires geotechnical studies that address the potential for ground shaking. With implementation of these policies, which supplement the existing building code requirements, the potential impacts from ground shaking would be minimized to the greatest extent feasible and are less than significant.

Consistent with the policies in the General Plan EIR and the requirements of the City Code, applicants would be required to submit a detailed geotechnical investigation for individual projects, which would be peer reviewed by the City's consulting geologist. The standard City procedure requires geotechnical clearance (i.e., a concurrence from the City's consulting geologist that the proposed project development is suitable for the site from a geotechnical perspective).

This recommendation includes standard conditions requiring geotechnical review of final building and grading plans and field inspections during construction, as follows:

COA – Geotechnical

- *Geotechnical Plan Review - Before submittal to the City, the Project Geotechnical Consultant shall review and approve all geotechnical aspects of the project building and grading plans (i.e., site preparation and grading, building set-backs, site drainage improvements and design parameters for foundations, retaining walls and access driveway/garage) to ensure that their recommendations have been properly incorporated. The consultant shall ensure that the geotechnical design recommendations comply with the most current seismic design parameters of the California Building Code.*

  The results of the geotechnical plan review and updated geotechnical design recommendations shall be summarized by the Project Geotechnical Consultant in a letter and submitted to the city for review and approval prior to issuance of building permits.

- *Geotechnical Field Inspection –The geotechnical consultant should inspect, test (as needed), and approve all geotechnical aspects of the project construction. The inspections should include, but not necessarily be limited to: site preparation and grading, site surface and subsurface drainage improvements, and excavations for foundations and retaining walls prior to the placement of steel and concrete. The results of these inspections and the as-built conditions of the project should be described by the geotechnical consultant in a certification letter and submitted to the City Engineer for review prior to final (granting of occupancy).*

Subject to the procedures and conditions of approval identified above, no significant impacts are expected from individual development projects (Impacts 4.5-1 through 4.5-3).

Septic Systems
Individual development projects would be connected to the City's sewer system, per General Plan Policy 6.5-5 and the City Code. Therefore, no septic system impacts would occur (Impact 4.5-4).

Table 7 – Energy, Greenhouse Gases & Climate Change

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.6-1	No	No	No
Impact 4.6-2	No	No	No
Impact 4.6-3	No	No	No
Impact 4.6-4	No	No	No
Impact 4.6-5	No	No	No

Energy, Greenhouse Gases & Climate Change:

Energy Efficiency & Energy Supplies

California has adopted statewide legislation addressing various aspects of energy consumption, greenhouse gas (GHG) emissions reduction, and climate change. The legislation establishes a broad framework for the State's long-term energy and GHG reduction program. The Governor of California has also issued several executive orders related to the State's evolving climate change policy.

The General Plan EIR anticipates an increase in overall energy usage as growth in the planning area occurs; however, EIR analysis indicates that the General Plan and BVSP policies would be consistent with or go beyond the state and local energy policies enacted to reduce energy consumption. The General Plan, BVSP and Climate Action Plan (CAP) include policies that encourage residential and non-residential uses in close proximity to employment centers and transportation corridors, improved access to transit, and the implementation of complete streets requirements as development occurs. These policies would reduce the intensity of energy consumption as compared to a no project alternative (i.e., increase energy efficiencies).

Potential individual development projects would be located in the South El Camino Real area of the City, and would be consistent with all applicable General Plan, BVSP and CAP policies designed to reduce energy waste and inefficiency. Further, these projects would be required to comply with the most current state energy code requirements of CalGREEN (green building code), and state and local water efficiency requirements. Thus, no new impacts would occur, and impacts would be less than significant (Impact 4.6-1 and 4.6-2).

Green House Gas (GHG) Emissions & Adopted GHG Reduction Plans

CEQA Guidelines §15183.5 provides that: 1) quantified plans may be used in the cumulative impacts analysis of later projects; and 2) subsequent project-specific environmental documents may tier from and/or incorporate by reference the programmatic review conducted for the GHG reduction plan (CAP). The General Plan, CAP, and BVSP were adopted simultaneously, and all were studied in the General Plan EIR. The significance of GHG emissions generated by the buildout of the BVSP were evaluated and found consistent with all applicable measures outlined in the CAP and General Plan. Thus, projects that are consistent with the BVSP, and the policies of the CAP and General Plan would not conflict with the City's ability to achieve future emission reduction goals.

The General Plan EIR Section for Energy, GHG and Climate Change provides applicable mitigation measures, actions, and policies for review of development project construction-related and operational GHG emissions. Development projects are required to be consistent with all applicable policies, and the action and mitigation measure listed below:

> **Action 5.10-3.a** - Require applicants proposing new development projects within the Planning Area to require their contractors, as a condition of contract, to reduce construction-related GHG emissions by implementing BAAQMD's recommended best management practices, including (but not limited to) the following measures (based on BAAQMD's (2011) CEQA Guidelines):

- Use local building materials of at least 10 percent (sourced from within 100 miles of the planning area).
- Recycle and reuse at least 50 percent of construction waste or demolition materials.

Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel. All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.

Individual development projects would be located in the South El Camino Real area, and would be consistent with all applicable General Plan, and CAP policies designed to reduce GHGs. Adherence to Action 5.10-3 and Mitigation Measure AQ-2 will be required of the project as conditions of project approval, as follows:

COAs - GHG

- *A minimum of 10% of the construction materials shall be acquired (sourced) within 100 miles of the planning area. Documentation shall be provided before the final building permit inspection.*

- *A minimum of 50% of the construction waste generated by this project shall be recycled or salvaged for use. Documentation shall be provided before the final building permit inspection. Sample forms located at www.hcd.ca.gov/CALGreen.html may be used to assist in documenting compliance.*

- *Prior to issuance of a building permit, the applicant shall provide documentation (i.e., construction contracts or signed agreements) demonstrating that all contractors and subcontractors agree to operate all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of work on renewable diesel (such as Diesel high performance renewable).*

Subject to the procedures and conditions of approval identified above, individual development projects would be consistent with the environmental mitigations for GHG impacts (polices, programs, and actions) identified in the General Plan EIR. As such, no significant impacts would occur with respect to construction- related or operational GHG emissions (Impacts 4.6-3 through 4.6-5).

Table 8 – Hazards & Hazardous Materials

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.7-1	No	No	No
Impact 4.7-2	No	No	No
Impact 4.7-3	No	No	No
Impact 4.7-4	N/A	N/A	N/A
Impact 4.7-5	No	No	No
Impact 4.7-6	N/A	N/A	N/A
Impact 4.7-7	N/A	N/A	N/A
Impact 4.7-8	N/A	N/A	N/A

Hazards & Hazardous Materials:

Routine Transportation & Accidental Release

Regulatory Oversight
Federal and State regulations require adherence to specific guidelines regarding the use, transportation, disposal, and accidental release of hazardous materials. The management of hazardous materials and waste within California is under the jurisdiction of California Environmental Protection Agency (CalEPA), which coordinates the State's Unified Program for permitting, inspecting, and enforcing regulations related to hazards materials. As the Certified Unified Program Agency (CUPA) for the area, the County of San Mateo Environmental Health Services Department is responsible for implementing hazardous waste and materials State standards.

General Plan EIR
The methodology and assumptions identified in the General Plan EIR indicate that the hazardous materials analysis considered the range and nature of foreseeable hazardous materials use, storage, and disposal resulting from implementation of the General Plan EIR, and identified the primary ways that these hazardous materials could expose individuals or the environment to health and safety risks. In determining the level of significance, the analysis assumed that residents and businesses in the Planning Area act in compliance with applicable federal, State, regional, and local health and safety laws and regulations and that new development under the Project (General Plan, BVSP & CAP) would comply with relevant federal, State, regional, and local ordinances and regulations.

The General Plan EIR concluded that implementation of the policies of the General Plan, and existing state and local regulations would reduce the impact of hazardous materials use, storage,

disposal, and accidental release to less than significant; however, the General Plan EIR analysis indicates that the review of environmental risks did not include any sampling, site-specific review, laboratory analysis, or physical inspection of buildings or site surfaces. The EIR notes that site-specific investigation for projects developed under the General Plan Project will be required to address hazardous materials conditions. As such, Phase I environmental site assessments are required for specific projects, and if a Phase I assessment indicates the presence or likely presence of contamination, a Phase II soil/groundwater testing and remediation is required before development may occur.

Key considerations for the preparation of environmental assessments are whether the project site contains recognized environmental conditions (RECs), and if those conditions exceed established regulatory Screening Levels (SLs) based on the future uses of the site. Screening levels are generic (not site specific) levels that can be applied to any site and are considered to be protective of typical Bay Area sites. RECs and the SLs are further defined below.

- The American Society for Testing and Materials for Phase I Environmental Site Assessments (ASTM E1527-13) defines a REC as "*the presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment.*"

- DTSC has developed modified screening levels (DTSC-SLs) for use in the human health risk assessment process at hazardous waste sites and permitted facilities. The DTSC-SLs should be used in preference to United States Environmental Protection Agency (EPA) Regional Screening Levels (RSLs) to evaluate chemical concentrations in environmental media at California sites and facilities. USEPA RSLs should be used for hazardous substances for which a DTSC-SL value is not available. The most current DTSC-SLs were published by DTSC in June 2020 (DTSC, 2020)

- The San Francisco Bay Area Regional Water Quality Board (Water Board) has developed Environmental Screening Levels (ESLs) to provide conservative screening levels for over 100 chemicals found at sites with contaminated soil and groundwater. The ESLs are intended to help expedite the identification and evaluation of potential environmental concerns at contaminated sites. ESLs address a range of media (soil, groundwater, soil gas, and indoor air) and a range of concerns (e.g., impacts to drinking water, vapor intrusion into indoor air, and impacts to aquatic habitat). The most current ESLs were published by the Water Board in November 2019 (Water Board, 2019).

- RSLs are SLs developed by the EPA for each of the 10 regions governed by the EPA. The City of Belmont is located in EPA Pacific Southwest Region 9. The most current RSLs for Region 9 were published by EPA in May 2020).

Types of Potential Impacts
Individual development projects with soil or water contamination are subject to both construction and operational impacts.

Construction Impacts
Project-related grading and excavation/removal of soils has the potential to adversely impact construction workers, and surrounding sensitive receptors. The CUPA (San Mateo County Environmental Health) requires applicants to submit a Soil Management Plan (SMP) to mitigate the potential impacts from the detections of soil vapor and potential unanticipated conditions that may be encountered during grading and planned for excavation during development activities (e.g., abandoned USTs, abandoned sumps or pits containing unknown liquids, etc.), and to provide for compliance with environmental regulations pertaining to conditions at the Site.

The SMP for a development project addresses two types of activities that may occur at contaminated sites: i) construction operations that will be required to minimize exposure of construction workers (i.e., VOCs in the soil vapor that may be encountered during site development); and ii) construction activities that will be necessary to comply with environmental permit conditions, if any. Activities that are addressed in an SMP typically include the following:

- Construction worker health and safety protocol;
- Site access and control;
- Soil management including soil import and off-site disposal of soil;
- Dust and vapor control;
- Stormwater management; and,
- Unexpected conditions response.

SMPs that are consistent with the requirements of the CUPA, and standard conditions of project approval address the potential environmental impacts related to hazardous materials use, storage, disposal, and accidental release. Subject to these measures, impacts from individual development projects would be less than significant (Impact 4.7-1 & 4.7-2).

No portions of the potential S-3 (Cannabis Retail & Distribution) overlay zone are within a ¼ mile of Central and Nesbit Elementary Schools. The DTSC website does not include the potential development project sites on a list of hazardous material sites compiled pursuant to Government Code 65962.5. As such, individual development projects would not involve the handling of acutely hazardous materials within a ¼ mile of a public school. In addition, the potential project sites are not located in the vicinity of a private airstrip, or adjacent to a wildfire urban interface (WUI). Lastly, individual development projects (cannabis retail and distribution uses) would not close roadways or impair implementation of an emergency response/evacuation plan (i.e., they would not block ingress or egress of emergency responders or evacuees). Thus, there would be no project-related impacts in these areas (Impacts 4.7-3, 4.7-4, 4.7-6, 4.7-7, & 4.7-8).

Airport Land Use Plan Compatibility
The San Carlos Airport is located approximately one mile south of the City of Belmont. The Airport accommodates almost 400 based aircraft and a variety of aviation-related businesses including flight schools.

An Airport Land Use Compatibility Plan (ALUCP) for the Environs of San Carlos Airport was prepared according to Federal Aviation Administration (FAA) requirements (see Attachment 9a). Each ALUCP prevents exposure to excessive noise and safety hazards within an airport influence

area over a 20-year horizon and are intended to encourage land uses in the vicinity surrounding an airport that are compatible with the airport land uses. California law requires that local government agencies affected by an ALUCP update their General and Specific Plans to be consistent with the ALUCP (California Government Code, Section 65302.3).

The City's General Plan EIR considered the requirements of the ALUCP, and a determination of consistency was solicited from the Airport Land Use Commission, prior to taking action to approve the General Plan. Thus, impacts from the General Plan Project were found to be less than significant in the General Plan EIR; however, General Plan Policy 2.16-1 requires new development located in the San Carlos Airport Influence Area (AIA) to comply with applicable land use compatibility provisions of the San Carlos ALUCP through review and approval of a site development plan, or other development permit.

The potential overlay district would involve retail/distribution uses, which are compatible with the San Carlos ALUCP for noise. Safety, air space protection/building height, and notification is evaluated when construction occurs (i.e., when the location and height of new buildings are known). Typical conditions for new projects are as follows:

COAs – FAA Notification

- *A Notice of Actual Construction or Alteration must be e-filed any time the project is abandoned or within 5 days after the construction reaches its greatest height.*
- *If lighting or marking is installed (which, based on the FAA's evaluation, are not necessary for aviation safety), it is recommended to be installed in accordance with FAA Advisory circular 70/7460-1 L Change 2. Adherence to these FAA policies will ensure that development of the site will not be a hazard to air navigation.*

Table 9 – Hydrology, Flooding & Water Quality

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.8-1	No	No	No
Impact 4.8-2	No	No	No
Impact 4.8-3	No	No	No
Impact 4.8-4	No	No	No
Impact 4.8-5	No	No	No
Impact 4.8-6	N/A	N/A	N/A
Impact 4.8-7	N/A	N/A	N/A
Impact 4.8-8	N/A	N/A	N/A
Impact 4.8-9	N/A	N/A	N/A

Hydrology, Flooding & Water Quality:

Water Quality & Drainage

The General Plan EIR indicated that additional development within the city (i.e., buildout of the General Plan and BVSP) could increase the amount of impervious surfaces, and could therefore increase the amount of runoff and associated pollutants during both construction and operation; however, the General Plan EIR noted that the San Mateo County Water Pollution Prevention Program (SMCWPPP) requires every construction activity within Belmont that has the potential to negatively affect water quality to comply with the National Pollution Discharge and Elimination System (NPDES) Stormwater Discharge Permit. The NPDES Stormwater Discharge Permit limits the severity of any potential environmental effects caused by developments associated with the buildout of the General Plan and BVSP.

The county's SMCWPPP is a partnership of the City/County Association of Governments (C/CAG), each incorporated city in the County and the County of San Mateo, which share a common NPDES Permit or Municipal Regional Permit (MRP). The Municipal Regional Permit (MRP) outlines the State's requirements for municipal agencies in San Mateo County to address the water quality and flow-related impacts of stormwater runoff. Some of these requirements are implemented directly by municipalities while others are addressed by the San Mateo Countywide Water Pollution Prevention Program on behalf of all the municipalities. The MRP is a comprehensive permit that evaluates activities related to construction sites, industrial sites, illegal discharges and illicit connections, new development, and municipal operations. The permit also requires a public education program, implementing targeted pollutant reduction strategies, and a monitoring program to help characterize local water quality conditions and to begin evaluating the overall effectiveness of the permit's implementation.

The Municipal Regional Stormwater Permit (MRP) generally requires projects to utilize Low Impact Development (LID) stormwater treatment; however, the MRP allows applicants to use alternative means of treatment depending on specific criteria (i.e., non-LID methods) for certain types of smart growth, high density, and transit-oriented development. These types of qualifying projects, known as Special Projects, can apply for alternative means of Low Impact Development (LID) stormwater treatment which may include non-LID methods in addition to LID practices of infiltration, harvest and use and biotreatment to manage stormwater runoff.

Qualifying projects may apply for reduction credits based on location and density criteria that allow non-LID treatment for a portion of the project's runoff, but only after the applicant demonstrates why LID is infeasible for the proposed project. The LID reduction credits are intended to allow Smart Growth projects greater flexibility in meeting stormwater treatment requirements, based on the inherent environmental benefits of Smart Growth and potential technical challenges of implementing LID treatment exclusively on high-density sites in urban areas.

The Department of Public Works reviews individual development projects for compliance with all state and federal water quality requirements. In addition, the project is required to comply with General Plan and BVSP policies related to: 1) the incorporation of best management practices (BMPs) to reduce construction and operational water pollutant loads; 2) implementation of Urban

Design guidelines for Low Impact Development (as applicable for Special projects); 3) streetscape and landscape designs that manage stormwater, to ensure that runoff potential does not exceed the storm drain system's capacity; 4) documentation of the site investigation and cleanup of impacted soils or groundwater provided to City staff during development project review; and 5) remediation and cleanup of impacted waters in compliance with federal and State standards (if applicable).

As a result of implementation of existing federal, State and local regulations and the General Plan and BVSP policies described above, the impact of individual development projects on water quality would be less than significant (Impacts 4.8-1, & 4.8-3 through 4.8-5).

Groundwater Supplies

The potential project site is located in the Santa Clara Valley Groundwater Basin, San Mateo Sub-basin. The groundwater in this basin is not considered a good source of irrigation or municipal water use due to the high content of chloride, sulfate, and total dissolved solids. The proposed project could increase demands for water; however, this increase in water demand would not impact local groundwater supplies, as the primary purveyor of water for the city is the MPWD, which currently does not utilize any local groundwater or surface water supplies to serve the city.

Flooding

According to the FEMA's National Flood Hazard Layer map, portions of the potential Overlay District on El Camino Real is in, or adjacent to, flood zones; however, any potential development proposals that are located in, or adjacent to, flood zones would be required to comply with the City's standards for new construction to reduce flood risk (Impacts 4.8-6 through 4.8-8).

Seiche, Tsunami, or Mudflow

The City of Belmont is not subject to a Tsunami (ocean wave), and the project site is relatively flat (less than 10% slope), with no steep or precipitous slopes, which eliminates the likelihood of a mudflow. A Seiche is a wave from an enclosed or semi-enclosed body of water, such as the San Francisco Bay. The General Plan EIR indicates that the impacts of a Seiche would be mitigated (buffered) by wetlands, Foster City land, and Redwood City land. This buffer leads to a less than significant impact in regards to Seiche inundation. Thus, impacts from Seiches, Tsunamis, or Mudflows is either non-applicable to the project or less than significant (Impact 4.8-9).

Table 10 – Land Use, Population & Housing

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.9-1	No	No	No
Impact 4.9-2	No	No	No
Impact 4.9-3	N/A	N/A	N/A
Impact 4.9-4	No	No	No
Impact 4.9-5	N/A	N/A	N/A

Land Use, Population & Housing:

Community Division & Conflicts with Land Use Plans
Individual development projects would redevelop or reoccupy existing commercial /retail or warehouse distribution sites for the retail sale or distribution of cannabis products. The project would not include barriers that have the potential to physically divide an established community. As discussed in this addendum, the project would not conflict with any applicable land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect (Impacts 4.9-1 & 4.9-2).

Habitat Conservation Plan
No habitat conservation plans have been adopted in the planning area. Thus, this impact area would not be applicable to the project (Impact 4.9-3).

Substantial Population Growth or Displacement
The proposed project would not exceed the expected buildout of the BVSP Area (jobs and non-residential floor area) that was studied in the General Plan EIR. The potential project sites are zoned commercial or mixed use, and individual development projects would not involve the relocation of any housing units. Thus, impacts in these areas would be either less than significant or not applicable to the project (Impact 4.9-4 & 4.9-5).

Table 11 – Noise

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.10-1	No	No	No
Impact 4.10-2	No	No	No
Impact 4.10-3	No	No	No
Impact 4.10-4	No	No	No
Impact 4.10-5	No	No	No
Impact 4.10-6	N/A	N/A	N/A

Noise:

Construction Noise & Vibration
The General Plan EIR indicates that construction noise and vibration associated with future development (i.e., General Plan and BVSP buildout) could expose sensitive receptors to noise and vibration levels that exceed the standards identified in the General Plan (a potentially significant and unavoidable impact). Increased operational noise from traffic, trains, and stationary sources is also identified as a potentially significant and unavoidable impact.

The potential construction noise, ground borne vibration, and operational noise impacts of the General Plan/BVSP buildout cannot be fully mitigated at the Program EIR (General Plan EIR) level, because of the uncertainty involved in evaluating the impacts on all potential future users of new development. The evaluation of noise impacts is "project/location specific" and noise impacts change over time as development occurs and traffic patterns change. Thus, in order to address potential noise impacts, the General Plan EIR: 1) identified comprehensive policies to limit the exposure of sensitive receptors to construction noise, ground borne vibration, and operational noise; and 2) required that applicants for individual development projects evaluate potential noise and vibration impacts, and develop appropriate mitigation measures to reduce these impacts.

Construction Noise & Vibration
The City requires the submittal of Noise and Vibration Assessments for construction projects, which evaluate project/location specific impacts and provide mitigation measures to reduce those impacts. The mitigation measures are included as project conditions of approval. In addition, conditions of approval are required by the City to ensure effective implementation of the Assessment's noise measures, and consistency with the BVSP Policy 6.5-3, below. Subject to these measures and conditions of project approval, construction noise impacts would be less than significant (Impacts 4.10-1, 4.10-2, & 4-10-4).

- *BVSP Policy 6.5-3 - Require developers to mitigate noise exposure to sensitive receptors from construction activities. Mitigation may include a combination of techniques that reduce noise generated at the source, increase the noise insulation at the receptor, or increase the noise attenuation as noise travels from the source to the receptor (e.g., through the incorporation of barriers).*

<u>Construction Noise – COAs</u>

- *The applicant shall ensure that the following preventative and monitoring measures are enforced during grading and building operations:*
  - *Limit construction activity to the hours listed in the City Noise Ordinance. (8:00 am to 5:00 pm on weekdays, 10:00 am to 5:00 pm on Saturdays, no construction activity on Sundays and holidays).*
  - *Schedule highest noise-generating activity and construction activity away from noise-sensitive land uses.*
  - *Equip internal combustion engine-driven equipment with original factory (or equivalent) intake and exhaust mufflers which are maintained in good condition.*
  - *Prohibit and post signs prohibiting unnecessary idling of internal combustion engines.*
  - *Locate all stationary noise-generating equipment such as air compressors and portable generators as far as practicable from noise-sensitive land uses.*
  - *Utilize "quiet" air compressors and other stationary equipment where feasible and available.*
  - *Designate a noise disturbance coordinator who would respond to neighborhood complaints about construction noise by determining the cause of the noise complaints and require implementation of reasonable measures to correct the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site.*

- *The applicant shall notify property owners within 300 feet of the project site two weeks prior to the initiation of construction activities on site. A schedule of construction activities, and a copy of the noise control plan shall be included with this notice.*

- *Prior to issuance of grading or building permits, the applicant shall demonstrate that a condition of contract of all contractors and subcontractors requires the use of internal combustion engine-driven equipment with original factory (or equivalent) intake and exhaust mufflers, which are maintained in good condition.*

- *Prior to issuance of grading or building permits, the applicant shall demonstrate that a condition of contract of all contractors and subcontractors requires the use of "quiet" air compressors and other stationary equipment. If the applicant demonstrates that the use of quiet air compressors and other stationary equipment is not feasible, moveable sound barriers or portable sound huts shall be used for noise mitigation.*

Construction Vibration COAs

- *After obtaining permission from the subject property owners, the applicant shall conduct preconstruction crack photo surveys, and install vibration monitors at the sensitive receptor sites shown in the Vibration Assessment. The applicant shall submit a copy of the crack photo survey and written confirmation from the Project Acoustic Consultant that all required monitors have been installed and inspected, and that they meet the consultant's specifications, prior to issuance of grading or building permits.*

- *The applicant shall designate a person responsible for registering and investigating claims of excessive vibration. The contact information of such person shall be clearly posted on the construction site.*

- *Neighboring property owners within 300 feet of the project site shall be noticed of the construction activities and construction schedule (including estimated dates of various construction phases) at least two weeks prior to the start of construction.*

- *Vibration monitors shall be placed at the sensitive receptors to monitor construction activities and make sure the project thresholds are met. Real-time alerts must be sent to the Contractor in case of near threshold vibration levels or in case of threshold exceedances. In case of exceedances, work must stop, and the source of the exceedance must be identified, and the required mitigation measure should be incorporated.*

- *Building structures near the project shall be checked for cracks and any cracks shall be monitored. Preconstruction crack photo surveys shall be conducted. If minor cracks are reported or existing cracks propagate, vibration project action levels must be restricted.*

- *Whenever possible, construction or equipment activity generating relatively high levels of vibration shall not occur at the same time and shall be spaced as far apart in time as possible from one another. In general, the most severe activities shall be reserved for the middle of the day (noon). If activities must occur simultaneously, they shall be performed as far away from one-another as possible within the construction zone.*

- *All deliveries of material and equipment shall occur during daytime hours, including queueing of construction vehicles outside the site. Vehicles delivering materials and equipment shall be operated in strict conformance with regulations established by the United States Department of Transportation and all State and Local requirements. All materials and equipment shall be stored on-site and within the confines of the construction barricades.*

- *Stationary and portable construction equipment shall be located at positions where the noise/vibration impact to nearby noise/vibration-sensitive receptors is minimal. At times where the equipment cannot be positioned at a minimal noise/vibration impacting location, mitigation devices shall be implemented, as determined by the Project Acoustic Consultant or designated Vibration Monitor.*

- *After construction activities are complete, the applicant shall conduct a post-construction crack photo survey of previously surveyed buildings. The post construction survey, and a summary letter of any resulting actions taken (repairs or restitutions) shall be provided to the Community Development Department, prior to final building permit inspection.*

Operational Noise – (project on environment)

The proposed cannabis retail and distribution regulations require that these uses be operated in a fully enclosed building, between the hours of 9:00AM and 9:00PM. Establishment of these new uses would also require approval of a CUP to address potential noise, and to ensure that these projects conform to operation plans that would require customer management (i.e., that security personnel are present to prevent loitering around the project sites, so as to avoid loud conversations that may disturb neighbors). New development projects would also need to conform to all applicable goals and policies and the City's adopted Noise Ordinance.

Private Airstrips & Airport Noise

There are no private airstrips in the vicinity of Belmont, and the proposed development project is not located within areas of excessive noise from either the San Carlos Airport or the San Francisco International Airport. Thus, noise from a private airstrip is not applicable to the project, and no significant impacts are expected with respect to aircraft noise from airports (Impacts 4.10-5 & 4.10-6).

Table 12 – Public Services & Recreation

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.11-1	No	No	No
Impact 4.11-2	No	No	No
Impact 4.11-3	No	No	No
Impact 4.11-4	N/A	N/A	N/A
Impact 4.11-5	No	No	No

Public Services & Recreation:

Fire & Police

The General Plan EIR indicates that the buildout of the General Plan/BVSP is not expected to result in significant impacts to Fire and Police service levels, as new development would primarily be concentrated in infill areas already adequately served by both departments; however, the General Plan EIR identifies General Plan and BVSP policies that are intended to reduce the potential Fire and Police service level impacts of individual development projects. These policies generally encourage focusing development in already developed areas where it can be served by existing public services, and allowing sufficient density/intensity to enable development to support all required infrastructure/community facilities. The policies also require Fire and Police Department review of individual development projects to ensure consideration of potential impacts to public safety.

The potential overlay district would be located in urbanized parts of the city, which are easily accessible by major streets. Individual development projects would be required to contribute to infrastructure upgrades and street improvements impacted by or in the immediate vicinity of their sites. The Fire and Police Departments will review individual development projects, and have provide appropriate conditions of approval addressing fire mitigation measures, fire flow capacity, evacuation and access provisions for first responders, and design considerations to increase public safety (i.e., project lighting, parking garage security, etc.).

A development proposal submitted under the new regulations would be reviewed by the Fire Department to ensure appropriate fire mitigation measures are incorporated. The Police Department would review development proposals for compliance with a City Commercial Cannabis Permit, and state licensing requirements. The Police Department would also review and approve the applicant's security and operations plans, prior to approval of a CUP to establish the use. The security and operations plans would identify lighting, alarm/surveillance, patron management, and security personnel requirements to ensure safe operation of the business. The Police Department would collect appropriate permit fees to cover the cost of time reviewing Cannabis Use Permits, and for any subsequent inspections, or monitoring of operations. Thus,

impacts to fire and police services from individual development projects would be less than significant (Impact 4.11-1).

Table 13 – Transportation

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.12-1	No	No	No
Impact 4.12-2	No	No	No
Impact 4.12-3	No	No	No
Impact 4.12-4	No	No	No
Impact 4.12-5	No	No	No
Impact 4.12-6	No	No	No
Impact 4.12-7	No	No	No
Impact 4.12-8	No	No	No
Impact 4.12-9	No	No	No

Transportation:

Intersections & Road Segments

General Plan EIR
The General Plan EIR indicates that buildout of the General Plan /BVSP would cause intersections and road/highway segments to fall below the established significance criteria for City of Belmont and City/County Association of Governments (C/CAG) road segments/intersections. The EIR lists the impacted segments/intersections, and identifies physical improvements (mitigations), such as installation of traffic signals and turning lanes, to reduce impacts to less than significant levels; however, the EIR notes that the physical improvements proposed are not always feasible due to right-of-way constraints, and that in many cases the prescribed improvements would conflict with corridor plans, and General Plan, BVSP, and CAP policies related to creating "Complete Streets," resulting in secondary impacts. As such, the EIR concludes that impacts to the identified segments/intersections would remain potentially "Significant and Unavoidable."

In order to certify the General Plan EIR with Significant and Unavoidable impacts, the City Council made certain findings required by CEQA, and adopted a Statement of Overriding Considerations. This statement essentially communicated that the City had determined that the potential benefits of the project (General Plan, BVSP, CAP adoption and buildout of the General Plan/BVSP) outweighed its potential impacts. The City Council made the required CEQA Findings and adopted a Statement of Overriding Considerations, prior to approval of the General Plan update and approval of the BVSP and Corridor Mixed-Use Zoning.

The adoption of a Statement of Overriding Considerations does not mean that future development projects need not comply with General Plan/BVSP policies designed to reduce intersection impacts, or that applicants for development projects would not be responsible to address their project-related impacts. General Plan, BVSP and CAP Policies encourage improving multimodal infrastructure, and coordinating land use and circulation in a way that would reduce vehicle trips. In addition, implementation of the General Plan, BVSP and CAP policies would result in denser and/or more complimentary land uses and the development of complete streets that would either shorten or reduce the number of vehicle trips. The MMRP adopted with the General Plan EIR also contains mitigation measures that would reduce project impacts by requiring that project applicants contribute proportionate share of payments towards intersection/segment improvements, and/or pay a traffic impact fee.

State Law & Traffic Metrics

Senate Bill 743 (Steinberg, 2013), which was codified in Public Resources Code section 21099, required changes to the guidelines implementing CEQA (CEQA Guidelines) (Cal. Code Regs., Title 14, Div. 6, Ch. 3, § 15000 et seq.) regarding the analysis of transportation impacts. Pursuant to Section 21099, the criteria for determining the significance of transportation impacts must "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses."

To that end, the State of California Governor's Office of Planning and Research (OPR) adopted changes to the CEQA guidelines in December 2018 specifying vehicle miles traveled (VMT)[1] as the most appropriate metric to evaluate a project's transportation impacts. The California Natural Resources Agency subsequently certified adoption of the changes to the CEQA Guidelines, as automobile delay, as measured by "level of service" (LOS) [2] and other similar metrics, generally no longer constitute a significant environmental effect under CEQA. (Pub. Resources Code, § 21099 (b)(3)).

While local agencies are required to adopt and utilize a VMT threshold for CEQA transportation analysis by July 1, 2020, they may still require LOS for local planning and/or general plan compliance purposes. The current General Plan EIR Transportation Section uses LOS as a metric

[1] VMT is a measurement of the amount of travel for all vehicles in a defined area, such as within the City boundaries, within San Mateo County or within the Bay Area region. It represents the total number of vehicle trips multiplied by the total distance each vehicle travels. VMT can also be used as an efficiency metric, "VMT per capita" or "VMT per employee," to encourage development in travel-efficient locations (e.g., locations in proximity to key destinations, services, and transit service). Mitigation measures for VMT impacts typically would include implementing transportation demand management (TDM) measures and strategies to encourage low-emission, multimodal transportation.

[2] The LOS metric assigns a letter grade (A to F) related to the delay per vehicle for an intersection or roadway segment. LOS A represents free flowing conditions and little to no delay to vehicles while LOS F represents congested conditions with higher delays and long queues for vehicles. LOS analysis and mitigation measures are different from VMT in that they would typically support strategies that encourage faster automobile travel times, reduce peak commute time congestion, implement roadway widening and other infrastructure or strategies that could encourage travel by single-occupant vehicles; however, LOS is a useful metric for determining a project's potential circulation impacts, as it can be used to identify when an intersection with stop signs should be replaced with a traffic signal, when a new turn lane is needed, and when queuing may exceed a turn pocket length.

for evaluating potential impacts. In addition, a project that is not expected to create significant VMT impacts could still have LOS operational impacts. Thus, it is possible that a CEQA analysis evaluating VMT may not be required, but an operational analysis to identify intersection impacts will be needed.

On February 23, 2021, the City Council adopted new VMT Policies; however, there is still the potential for individual development project to have significant project-level transportation impacts to adjacent roadways and intersections (per the Cities TIA guidelines, General Plan Circulation Element Policies). As such, the Public Works Department has determined that it is necessary to use both VMT and LOS metrics for review of project transportation impacts for development projects.

Depending on the scope and location, individual development projects would be required to submit Traffic Impact Analyses (TIAs) as part of development review. These reports would be peer reviewed by consultants and the Public Works Department to ensure potential transportation impacts are appropriately mitigated; however, it should be noted that the potential S-3 Overlay for retail and distribution cannabis uses would be located in an area along South El Camino Real, which is in walking distance from the Belmont Caltrain Station, and SamTrans Bus stops.

Depending on the scope of the projects, new development applications would also be required to provide public improvements along all street frontages (i.e., wide sidewalks, and street trees) that are consistent with adopted Complete Streets policies to promote the development of public transit, bicycle, or pedestrian facilities, and increase use of these facilities. In addition, project applicants would need to contribute fair-share portion fees for the construction of road improvements, based on project impacts to roadway intersections and segments, and include TDM plans to discourage the use of single-occupancy vehicles. Thus, the overall transportation impacts of future development projects for the Cannabis Regulations would be expected to be less than significant (Impacts 4.12-1 through 4.12-5).

Conflict with Plans

The General Plan, BVSP, and CAP contain numerous policies that promote higher density, transit-oriented, mixed-use development, and the implementation of adopted Complete Streets standards. Individual development projects would be located in the BVSP and PDA, and retail or distribution cannabis uses would be located in close proximity to public transit (the Belmont Caltrain Station and SamTrans Bus routes). In addition, depending on the scope of the project, individual development projects would include street improvements consistent with adopted Complete Streets Standards. Therefore, the proposed project would be consistent with programs that promote the development of public transit, bicycle, or pedestrian facilities, and increase use of these facilities. No impacts related to conflict with adopted plans would result from the project (Impact 4.12-4, Impact 4.12-5 & Impact 4.12-7).

Operations Impacts to Airports

The General Plan EIR indicates that policies of the General Plan/BVSP would not modify planning or operations at airports, or introduce land use patterns that would cause substantial risks to or from airports. The project would be consistent with General Plan/BVSP policies related to airports

and would not conflict with an adopted Airport Land Use Compatibility Plan (ALUC). Therefore, no impacts to airport operations would result from the development project (Impact 4.12-6).

Hazardous Design Features

The General Plan EIR indicates that future improvements to the transportation and circulation system related to buildout of the General Plan/BVSP would be constructed to all local, regional and federal standards, and thus would not result in any hazardous design features. Depending on project scope, a Traffic Impact Analysis (TIA) would be required for individual development projects and peer reviewed by a consultant working for the City, in consultation with the Department of Public Works. Issues related to site traffic circulation, pedestrian and bicycle safety, safety evaluation of the street improvements (line of Sight), and the internal circulation of any proposed parking garage and driveway areas would be conducted as part of this review. The report and peer review would need to conclude that the proposed improvements would not result in hazardous design features for the Department of Public Works to recommend approval of the project (Impact 4.12-8).

Emergency Access

The General Plan EIR indicates that buildout of the General Plan/BVSP could potentially result in increased congestion that would impact emergency vehicles response times. The potential impacts to response times could not be accurately quantified, so the impacts were considered Significant and Unavoidable. The EIR explains that the precise impacts of buildout are difficult to quantify, because response times differ during the time of day, and can change based on the number of emergency calls, and the use of sirens or traffic signal preemption equipment.

The General Plan EIR indicates that the use of signal priority preemption equipment and strict adherence to emergency vehicle passing priority under state law would reduce impacts on emergency response times. In addition, the EIR states that future modifications implementing Complete Streets standards would reduce vehicle speeds through core areas, which would likely reduce the severity of accidents. The EIR notes that impacts would also be reduced through entitlement review, and public safety officials would continue to review development project plans to ensure that they are compliant with emergency access requirements.

Individual development projects would be required to construct frontage improvements consistent with the City's adopted Complete Streets standards, and applicants would be required to contribute a fair-share portion fees for the construction of road improvements, based on project impacts to roadway intersections and segments. The projects will also be reviewed by all appropriate safety personnel to ensure that project plans are compliant with emergency access requirements. As such, development project-related impacts to emergency access are less than significant (Impact 4.12-9).

Table 14 – Utilities

Impact Area & Corresponding Policies identified in Table ES-3 (Attachment 1)	The development project has new or substantially more severe significant impacts?	New circumstances involve new or substantially more severe significant impacts?	New information related to: new or more severe impacts, or previously infeasible or more effective mitigations that are not agreed to by the applicant?
Impact 4.12-1	No	No	No
Impact 4.12-2	No	No	No
Impact 4.12-3	No	No	No
Impact 4.12-4	No	No	No
Impact 4.12-5	No	No	No
Impact 4.12-6	No	No	No
Impact 4.12-7	No	No	No

Utilities:

Wastewater Treatment Plant Capacity

Wastewater from Belmont is predominantly treated at the Silicon Valley Clean Water (SVCW) treatment plant, which is located in Redwood Shores near the eastern side of Belmont. Treated wastewater from SVCW is released into the San Francisco Bay. The SVCW plant currently complies with all Clean Water Act (CWA), State Water Resource Control Board (SWRCB), and National Pollution Discharge and Elimination System (NPDES) regulations and standards. The buildout of the General Plan/BVSP would result in increased wastewater for treatment; however, the General Plan EIR indicates that impacts would be less than significant as current regulations require compliance with federal and state water quality standards, and these measures would preclude development lacking adequate utility (wastewater treatment plant) capacity.

In addition, the EIR references General Plan/BVSP policies that require: 1) making improvements and upgrades to the wastewater system, consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan; 2) updating impact fees, connection fees, and service charges to ensure adequate funds are collected to operate/maintain existing treatment facilities and construct new facilities; and 3) collecting impact fees from new development projects to ensure that new waste water facilities are constructed to meet performance standards, and to allow for future maintenance.

Unlike residential projects and large scale commercial buildings, retail sales and distribution uses are not significant generators of wastewater. The City has adequate wastewater treatment capacity available for these projects, and conditions of project approval would require the applicant to pay sewer impact fees. As a result of compliance with existing regulations, implementation of General Plan /BVSP policies, and the payment of impact fees by the applicant, the potential impacts to wastewater treatment would be less than significant (Impact 4.13-1).

New Facilities/Supply – Water

Water supply in Belmont is provided by the Mid-Peninsula Water District (MPWD). In accordance with state law, MPWD prepared an Urban Water Management Plan (UWMP) in 2015. Urban Water Management Plans are prepared by urban water suppliers every 5 years. These plans support the suppliers' long-term (20-year) resource planning to ensure that adequate water supplies are available to meet existing and future water needs. MPWD's 2015 UWMP indicates that water supply is sufficient to meet current and projected demands in Belmont.

In analyzing water needs, the General Plan EIR references MPWD's 2015 UWMP. The EIR indicates that water demand is expected to increase through the horizon year of the General Plan as population and job growth occur, but that per capita water use is gradually expected to trend downward because of conservation efforts. The EIR concludes that water supply is sufficient to meet current and projected demands outside of the BVSP Area, provided that water conservation efforts and strategies are continued (i.e., prioritization of high-density infill development, rebates for water efficient appliances, water efficient landscaping, adherence to state green building code - CalGREEN, etc.).

The EIR concludes that water supply would be sufficient to meet current and projected demands inside of the BVSP Area, subject to the strategies and policies identified in the General Plan, CAP, and BVSP, and with Mitigation Measure (MM) UTIL-1 (below), which requires the upgrading of specific 6-inch water lines to 8-inch water lines over time as development intensification within the BVSP Area occurs. MM UTIL-1 requires that project applicants secure verification that water service can be provided (i.e., obtain an "Intent to Serve" letter from MPWD).

Number	*Mitigation Measure*
UTIL-1	**Require water line upsizing.** As development intensification occurs throughout the BVSP Area, upgrades from 6-inch to 8-inch water lines will be required as necessary. The existing water lines in the BVSP Area are displayed in Figure 4.13-2, and planned improvements are displayed in Figure 4.13-3. Lines that are anticipated to need upgrades include the 6-inch lines along Old County Road between Masonic Way and Harbor Boulevard, along Ralston Avenue between Old County Road and Elmer Street, along Sixth Avenue between Hill Street and O'Neill Avenue, and along O'Neill Avenue between Sixth Avenue and El Camino Real. The physical improvements will be subject to project- level environmental review as needed.

As projects are built in accordance with the BVSP, Belmont Public Works in conjunction with Mid-Peninsula Water District is required to monitor system capacity and construct necessary upgrades.

There would be no large-scale farming or growing operations as part of the new regulations for cannabis. Retail cannabis sales and distribution would not be expected to use large quantities of water. Individual development projects would be required to include a drought-tolerant landscape plan in accordance with the current MPWD water efficiency in landscape ordinance (WELO). Project applicants would also need to secure an Intent to Serve letter from MPWD, and projects would be required to be meet all applicable CALGreen standards at the time of building permit

issuance. Subject to these measures and implementation of MM UTIL-1, project-specific impacts would be less than significant (Impacts 4.13-2 & 4.13-4).

New Facilities & Capacity - Wastewater

The General Plan EIR indicates that implementation of the proposed General Plan /BVSP would result in future residential, commercial, office, and industrial uses in Belmont, resulting in additional population that would generate additional wastewater. Therefore, wastewater collection, conveyance, and treatment services would increase over current levels. The EIR notes that the Silicon Valley Clean Water (SVCW) treatment plant would have adequate capacity to treat wastewater, but system improvements would be needed to mitigate potential impacts. Specifically, pipe segments downstream of the BVSP Area (MM UTIL-2), and the Shoreway Pump Station (MM UTIL-3) would need to be upsized to address increased wastewater. Implementation of the following mitigation measures would result in less than significant impacts for the buildout of the General Plan/BVSP:

Number	*Mitigation Measure*
UTIL-2	**Require sewer line upsizing.** As development intensification occurs throughout the BVSP Area, approximately 1,675 feet of sewer lines downstream of the BVSP Area will be required to be upsized as a direct result of growth in the BVSP Area. The existing sewer lines in the BVSP Area are displayed in Figure 4.13-5, and planned improvements are displayed in Figure 4.13-6. Lines that are anticipated to need upgrades lie along Masonic Way and Hiller Street.
UTIL-3	**Require upsizing of Shoreway Pump Station.** As development intensification occurs throughout the BVSP Area, the Shoreway Pump Station will be required to be upsized as a direct result of growth in the BVSP Area.

Ongoing study and monitoring of the BVSP Area sewer infrastructure will be performed by the Public Works Department and Silicon Valley Clean Water. Applicants for development projects are required to secure verification that sewer service can be provided, and pay appropriate fees to ensure that new wastewater facilities are constructed to meet performance standards, and to allow for future maintenance. As projects are built in accordance with the BVSP, Belmont Public Works in conjunction with Silicon Valley Clean Water is responsible to monitor system capacity and construct necessary upgrades to the sewer lines and the Shoreway Pump Station over time consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan.

Unlike residential projects and large scale commercial buildings, retail sales and distribution uses are not significant generators of wastewater. The City's standard process include the submittal of sanitary sewer evaluations for individual development projects. The evaluations determine the potential impacts of the project, and provide mitigation measures to ensure that significant impacts (i.e., system deficiencies that result in release of untreated waters) would not occur. Fair share contributions would be required of individual development projects to address the future needs of the system. Subject to the implementation of this standard City process, project specific impacts would be less than significant (Impact 4.13-2 & 4.13-5).

Stormwater Facilities

Stormwater Volume & Capacities
The General Plan EIR indicates that new development under the General Plan/BVSP would allow for the redevelopment of existing developed areas that would generate increased stormwater volumes in portions of Belmont. Increased flows would in turn create a need for new infrastructure in growth areas, to accommodate infiltration of stormwater or to convey stormwater to detention basins to prevent flooding. Construction of new stormwater infrastructure could in and of itself have adverse effects on the physical environment; however, the required improvements would occur within rights-of-way and other already disturbed areas within previously developed areas.

In addition, the BVSP includes policies and guidelines that reduce the need for construction of stormwater drainage facilities. BVSP design guidelines encourage directing stormwater runoff to natural vegetated systems that reduce, filter, or slow the runoff before it makes its way into the storm drainage system. BVSP Policy 5.1-3 ensures that development projects comply with the NPDES Permit requirements, Policy 5.1-5 designs new streetscape and landscaped areas for stormwater management and the efficient use and conservation of water, and Policy 5.1-7 requires development to include low impact development (LID) features to reduce stormwater pollutant loads and increase onsite infiltration.

The sale and distribution of cannabis products from existing facilities would not alter existing drainage patterns or impact stormwater facilities. New construction for individual development projects would require that the applicant submit drainage studies and C-3/C-6 checklists for review by the Public Works Department. These studies and checklists would need to demonstrate that the applicant has implemented LID features to reduce stormwater pollutant loads and increase onsite infiltration to avoid and minimize impacts. Final review of stormwater treatment occurs during the building permit process, and stormwater facilities are required to be maintained per the standard stormwater condition of approval below.

*Stormwater Volume – COA*s

- *The Property Owner shall enter into a Maintenance Agreement with the municipality to ensure long-term maintenance and servicing by the Property Owner of stormwater site design and treatment control [and/or Hydro Modification] measures according to the approved Maintenance Plan(s). The Maintenance Agreement shall be recorded for the property.*

Thus, individual development projects, as proposed and conditioned, would comply with NPDES permit requirements, and all relevant General Plan/BVSP Policies designed to reduce stormwater impacts. These projects would be required to implement Urban Design guidelines for Low Impact Development (as applicable), and would convey stormwater to detention basins to prevent flooding. As a result of implementation of the policies and zoning regulations of the BVSP, as well as the General Plan, CAP, and other existing regulations, the impact of these proposed projects would be less than significant (Impact 4.13-3).

Solid Waste

The General Plan EIR indicates that implementation of the General Plan/BVSP would result in additional population and increased solid waste generation within the city. AB 939 requires local governments to divert 50 percent of their community's solid waste, and the recent goal that has been set by CalRecycle of 75 percent recycling, composting, or source reduction of solid waste by 2020. These disposal targets for Belmont were met for both residential and employment disposal for the years 2013-2015.

Given the city's ability to meet its diversion targets, as well as the remaining capacity in area landfills, meeting the collection, transfer, recycling, and disposal needs of the projected population anticipated in the General Plan/BVSP is not expected to exceed existing permitted solid waste disposal capacity. In addition, the General Plan/BVSP and CAP contain policies for new development that require participation in all recycling, hazardous waste reduction, and solid waste diversion programs in effect at the time of issuance of building permits.

The City requires that applicants for new development projects submit plans and materials that provide details for collecting trash, compost, and recycling. The City's trash and recycling hauler review the plans and determined the appropriate levels service for the project. The hauler also verifies compliance with the plan and state law requirements for recycling and composting. Thus, with implementation of the policies and zoning regulations of the BVSP, as well as the General Plan, CAP, and other existing regulations (state law), the impacts of individual development projects would be less than significant (Impact 4.13-6 & Impact 4.13-7).

Determination

None of the conditions requiring preparation of a subsequent Environmental Impact Report (EIR) or negative declaration have occurred: 1) the potential development associated with establishing potential Cannabis Overlay District zoning for retail sales and distribution of cannabis products along South El Camino Real is within the buildout of the EIR, and thus no substantial changes are required to the EIR analysis; 2) the environmental setting of the Project Area and the relevant land use regulations adopted remain generally unchanged since the Original Project was approved in November 2017. In addition, there has been no large-scale commercial development approved in the BVSP Area or the City at large, and the circumstances under which the General Plan EIR was adopted have not changed; and 3) there is no new information that was not known at the time the impacts were analyzed in the General Plan EIR, and individual development projects undertaken within the potential overlay district would not result in any significant impacts not considered under the original EIR. Therefore, as provided by the California Environmental Quality Act (CEQA), this Addendum is the appropriate documentation to address the changes, if any, made by the Project.

1 Executive Summary

EXHIBIT 1 TO ATTACHMENT 5

This Draft Environmental Impact Report (EIR) evaluates the potential impacts of the proposed City of Belmont General Plan (General Plan), Phase I/Interim Zoning (Phase I Zoning), Belmont Village Specific Plan and associated zoning regulations (BVSP), and Climate Action Plan (CAP), which together constitute the Proposed Project.[1] The Proposed Project was developed in response to policy direction provided by the City Council and the Planning Commission as well as community concerns identified through an extensive public participation and outreach program, including newsletters, community workshops and public meetings in 2014-2017. The City of Belmont is the lead agency for this EIR, as defined by the California Environmental Quality Act (CEQA). As the lead agency, the City is required to evaluate the potential effects of the Proposed Project in an EIR.

An EIR is intended to inform decision-makers and the general public of the potential significant environmental impacts of a proposed project. The EIR also identifies mitigation measures to minimize significant impacts and evaluates reasonable alternatives to the proposed project that may reduce or avoid one or more significant environmental effects. These alternatives must include a "No Project" alternative that represents the result of not implementing the project and a range of reasonable alternatives to the project, which would feasibly attain most of the basic objectives but would avoid or substantially lessen any of the significant effects of the project.[2] Based on the alternatives analysis, an environmentally superior alternative is identified.

This EIR is a program EIR that examines the potential effects resulting from implementing designated land uses and policies in the Proposed Project. The impact assessment evaluates the Proposed Project as a whole and identifies the broad, regional effects that may occur with its implementation. As a programmatic document, this EIR does not assess site-specific impacts. Any future development project made possible by the Proposed Project will be subject to individual, site-specific environmental review, as required by State law.

PROPOSED PROJECT

The Proposed Project consists of the proposed General Plan, Phase I Zoning, BVSP, and CAP. The proposed General Plan is intended to replace the existing Belmont General Plan, which was last updated in 1982. The General Plan is composed of goals, policies, a land use diagram, and other graphic figures and maps (e.g. open space systems, a transportation network, and public facilities) to guide future development within the City's boundaries, through the year 2035. The General Plan

[1] Throughout this document, the term "proposed City of Belmont General Plan" is used interchangeably with "proposed General Plan," and all four of the proposed City of Belmont General Plan, Phase I/Interim Zoning, Belmont Village Specific Plan, and Climate Action Plan are referred to as the "Proposed Project."

[2] CEQA Guidelines 15126.6(a)

update is comprehensive, and includes all State-required elements other than the Housing Element, which was last updated in 2015 and is not part of the Proposed Project.

Following adoption of the General Plan, the City intends to undertake a comprehensive zoning update to implement the proposed General Plan's policies and actions. The first step in that process is the Phase I Zoning, which provides a zoning framework and review process that will ensure that new development conforms to proposed General Plan policies and land use designations immediately following General Plan adoption. The Phase I Zoning provides a legal basis to require conformity and, conversely, enable the City to modify or deny nonconforming projects.

Along with the preparation of its General Plan Update, the City of Belmont undertook a parallel planning process for the area known as Belmont Village. Belmont Village is currently the primary development focus of the City. It has been designated a "Priority Development Area" by the Metropolitan Transportation Commission and the Association of Bay Area Governments due to its potential to support new housing and employment near transit. This designation qualifies the City to receive funding to develop a Specific Plan for the area, as well as potential future additional grants for specific projects and public improvements consistent with the Specific Plan. Currently, Belmont has an analogous Plan: the Downtown Specific Plan. Adopted in 1990 and amended in 1995, the Downtown Specific Plan will be replaced by the Belmont Village Specific Plan.

Additionally, Belmont has prepared its first Climate Action Plan (CAP), a comprehensive plan for addressing a community's greenhouse gas (GHG) emissions. A CAP, or similar qualified greenhouse gas reduction strategy, can serve as a mitigation strategy under CEQA for GHG/climate change impacts associated with a proposed project. Belmont's CAP aligns with the Belmont General Plan Update and the Belmont Village Specific Plan. Specifically, the CAP quantifies existing and projected GHG emissions in the General Plan Update Planning Area[3] through horizon year 2035 resulting from activities within the Planning Area and the region, and it includes 2035 reduction targets. The CAP also contains a suite of quantified reduction strategies, performance standards, and a framework for implementation to achieve the required reduction. Once the CAP is adopted, projects consistent with the proposed General Plan (and the BVSP, if applicable) and CAP will undergo a streamlined process for mitigation of GHG emissions under CEQA, pursuant to CEQA Guidelines §15183.5.

The City of Belmont is situated in San Mateo County, halfway between San Francisco and San Jose. Belmont is bisected by El Camino Real, Alameda de las Pulgas, and Caltrain tracks (the peninsula commuter rail line and transportation corridor running in a north-south direction). Ralston Avenue connects the city and the region in an east-west direction from Highway 92/Interstate 280 to Highway 101. The city is within easy driving distance of the Pacific coast, three major airports, and major employment centers including San Francisco, Silicon Valley, and the East Bay. Belmont Village is located inside the Planning Area within city limits, and it encompasses approximately 80 acres centered around the intersection of El Camino Real and Ralston Avenue.

[3] Throughout this document, the term "Planning Area" is used to refer to the General Plan Update Planning Area. The Belmont Village Specific Plan Planning Area is referred to as the "BVSP Area."

Key Features of the Proposed Project

General Plan

The maps and policies in the General Plan are structured around the following key vision statements. An ongoing public participation process has provided opportunities for community input to the Belmont General Plan Update. Early in the planning process, the community was engaged through a citywide survey, workshops, community conversations and stakeholder interviews to establish priorities for future planning, resulting in the following vision statements that have been affirmed through subsequent input from the public and decision-makers.

Distinctive Community Development

- Belmont prides itself on being unique.
- Its small-town ambiance sets itself apart as a tranquil, inclusive, safe and desirable place to live, work and play.
- We get involved in town matters because we care about living here.
- We connect with each other in all kinds of gathering places.
- We value and celebrate a strong commitment to diversity, inclusion, safety, equality and dignity for all individuals in Belmont.
- Our strong sense of community and enjoyment of the town's assets and activities deepen as we become better informed and connected.

Easy *Mobility*

- We put a priority on getting out of, into, and through town efficiently.
- Bicyclists, walkers, and other non-drivers get where they are going easily and safely.
- We require safe residential streets and smooth flowing thoroughfares.

Natural Beauty

- We choose to make our home among these beautiful hills, trees, parks, views, and open spaces.
- Our natural surroundings inspire us to play, create, and contemplate.
- Our actions today preserve and enhance Belmont's beauty to make it even lovelier for our grandchildren.
- Our wooded residential areas are diverse, peaceful, and well maintained.

Thriving Culture

- Belmont is a wonderfully safe, culturally diverse and supportive place to raise a family.
- We facilitate lifelong learning in our academic, artistic, athletic, and social dimensions and we thrive on interconnection with the rest of the world.
- Our schools and library are the pride of the community.
- Our university is intrinsic to Belmont's social, artistic, and economic life.
- The arts thrive in this creative, appreciative town - the arts hub of the peninsula.
- Our history makes Belmont what it is, and we preserve that heritage for our children.

Thriving Economy

- A charming, vibrant town center is at the heart of our civic and economic life.
- Our economy prospers with a mix of attractive, successful businesses that fit with our community character.
- We look first in our town shops and restaurants for what we need.
- Education, arts, and the economy flourish in concert.

The General Plan Update comprises the following chapters, meeting the requirements for general plans under California Government Code §65302 for elements that a general plan must contain.

Each element of the Plan includes goals, policies, and actions, which together articulate a vision for Belmont. Goals define an ideal future related to the public health, safety, or general welfare of the community; they set directions for policies. Policies are specified ends or conditions that are an intermediate step towards attaining a goal; they are specific statements to guide decision-making. Actions are implementation measures that the City will undertake to accomplish the objective of the policy.

1. Introduction
2. Land Use Element
3. Circulation Element
4. Parks, Recreation, and Open Space Element
5. Conservation Element
6. Safety Element
7. Noise Element

Phase I Zoning

As stated above, the Phase I Zoning is the first step in implementing the General Plan land use regulations and policy direction. The Phase I Zoning provides a legal basis to require conformity and, conversely, enable the City to modify or deny nonconforming projects.

The Phase I Zoning includes the following elements:

1. **Amend Section 2, Definitions.** Provides additional definitions and adds rules for height measurement.
2. **Amend Section 3, Zoning Districts Established.** Adds Regional Commercial (RC), Corridor Mixed Use (CMU), Harbor Industrial Area (HIA-1 and HIA-2), Open Space Privately-Owned (OS-PO), and Public and Semi-Public (PS) zoning districts.
3. **Amend Section 5, Commercial Districts.** Replaces Section 5.4, "Highway Commercial District or C-3 District," with a new Section 5.4, "Regional Commercial or RC District."
4. **Add Section SA, Corridor Mixed Use District.** Provides regulations for the new CMU District.
5. **Add Section SB, Harbor Industrial Area.** Provides regulations for the new HIA-1 and HIA-2 Districts.

6. **Add Section SC, Public/Semi-Public District.** Provides regulations for the new PS District.
7. **Repeal Section 7, Agricultural.** Removes the Agricultural and Open Space District.
8. **Add Section 6C, Open Space Privately-Owned District.** Provides regulations for the new OS-PO District.
9. **Add Section 7A, Off-street Parking and Loading in Commercial Mixed Use and Regional Commercial Districts.** Provides off-street parking and loading regulations that apply to the CMU and RC Districts.
10. **Amend Section 9.5, Uses - Exceptions and Provisions.** Add Section 9.5.2 on Recycling Collection Facilities.
11. **Amend Section 10, Planning Procedures.** Add 10.6 on General Plan Conformity, Procedures.
12. **Appendix A: Guidelines for Establishing Peak Hour Trip Credits for TDM Measures.** Specifies how many peak hour trips will be credited for each of a series of Transportation Demand Management (TDM) measures.

Belmont Village Specific Plan

The BVSP meets requirements of California Government Code §65451 governing the contents of specific plans. It includes the following chapters:

1. **Introduction and Background.** Provides project background and purpose, vision statement and guiding principles, a summary of community outreach, legal context, and plan organization.
2. **Land Use.** Presents key features of the Village Planning Area, the Land Use Diagram and classifications, density and intensity standards, potential new development at BVSP buildout, affordable housing strategies, and historic resources.
13. **Mobility.** Addresses pedestrian and bicycle connectivity, automobile circulation, transit and transportation demand management measures, and parking strategies.
14. **Urban Design.** Provides guidance for the development of the built environment in the Planning Area, from streetscape improvements and wayfinding, to detailed development standards and building design guidelines. In addition, the chapter presents illustrative concepts for three areas in the Village.
15. **Infrastructure and Public Services.** Includes direction for public utilities and services to ensure all development in the Planning Area is accommodated by adequate city infrastructure and services. Describes the park, school, and community facilities in the Planning Area to serve current and future residents.
16. **Environmental Sustainability, Health, and Safety.** Addresses key environmental issues that will potentially have an impact on the design and location of new development, including hydrology and flooding, geology and seismicity, hazardous materials and air contaminants, biological resources, and noise.
17. **Implementation.** Outlines measures for consistency with the General Plan and Municipal Code, phasing, implementation mechanisms, and financing strategies for infrastructure and public improvements identified in the Plan.

Appendix - Village Zoning. Provides zoning regulations that will implement the Belmont Village Specific Plan.

The Belmont Village Specific Plan's Vision Statement is as follows: "Realize Belmont Village's potential as the City's center of civic life with a unique sense of place. Create an attractive, vibrant, mixed use town center for Belmont, offering shopping, restaurants, entertainment, employment, and residential uses in a compact, pedestrian-oriented setting. Enhance pedestrian and bicycle connections so that residents, visitors, and workers can walk, bike, and take transit. Design streets and public spaces to create a lively and attractive public realm with a distinctive identity."

Climate Action Plan

The CAP includes the following chapters:

1. **Introduction and Background.** Provides project background and purpose, overview of climate science, projected San Francisco Bay Area climate impacts, and State policy and regulatory context. It also provides an overview of regional efforts, local efforts, and the process of creating the CAP.
2. **Greenhouse Gas Inventory and Forecast.** Describes inventory sources and data collection process. Provides baseline emissions inventory for 2005, followed by emissions forecasts for 2020 and 2035. It concludes with emission reduction targets.
3. **Climate Action Strategies.** Provides climate action strategies to reduce greenhouse gas emissions, including goals and measures related to energy, transportation, land use, and solid waste. Also describes climate adaptation strategies.
4. **Implementation.** Prioritizes measures for emission reduction strategies, describes the results of the measure prioritization, summary of the measures, and how the emission targets will be met. Also describes the management strategy for GHG reductions, how to involve the public, and the timeline.
5. **Monitoring and Improvement.** Describes the efforts the City will take to monitor progress towards emissions targets.
6. **Conclusion.** Summarizes the purpose of the CAP and its key strategies.

Estimated Buildout of the Proposed General Plan and Specific Plan

General Plan

Full development under the General Plan is referred to as "buildout." Although the General Plan envisions policies and land use intentions in the Plan to be realized by 2035, the year is not intended to be certain; nor does the designation of a site for a certain use necessarily mean the site will be built or redeveloped with that use in the next 20 years. The Land Use Element of the proposed General Plan provides a more detailed analysis of General Plan buildout.

In 2013, the Planning Area's population was approximately 26,400. Table ES-I shows that the population in the Planning Area is expected to grow by about 4,100 people by 2035, which is an increase of 15.5 percent from the population 2013 and an annual growth rate of 0.7 percent. By 2035, total households are expected to increase by 1,500 households, or 13.8 percent, with an annual

growth rate of 0.6 percent. About 3,300 new jobs are expected in the Planning Area in 2035, a 32.7 percent increase from the total jobs in 2013, with an annual growth rate of 1.3 percent.

Table ES-I: Projected Growth in Planning Area, Belmont General Plan, 2013-2035

	2013	*2035*
Population	26,400	30,500
Households	10,900	12,400
jobs	10,100	13,400

Sources: 2013 figures: C/CAG-VTA 2040 Model; Dyett & Bhatia; Kittelson & Associates, Inc. 2016. 2035 figures: C/CAG-VTA 2040 Model; Dyett & Bhatia; Kittelson & Associates, Inc. 2016.

Specific Plan

Like the Belmont General Plan Update, the BVSP uses a horizon year of 2035, and the growth projected to occur within the BVSP Area is included in the Belmont General Plan Update growth projections; i.e., the following growth projections do not increase the total growth planned for or permitted under the Belmont General Plan Update.

In 2013, Belmont Village had approximately 670 people in 340 housing units, and 1,440 jobs in 679,000 square feet. Table ES-2 summarizes the net total buildout within Belmont Village (the sum of existing development, current development projects, and net new development). About 560 new residential units are expected, increasing the total housing units to just under 900; with a population increase of about 1,100 residents, the total population is expected to be about 1,800. Nearly 365,000 square feet of new non-residential development is expected by 2035, bringing the total amount of non-residential development in the Village to about 1,044,000 square feet. Growth of about 1,000 new jobs is expected, increasing the total to about 2,450 employees in the area.

Table ES-2: Projected Growth in Belmont Village Specific Plan Area, 2013-2035

	2013	*2035*	*2013-2035 Growth*
Total Population	670	1,780	**1,110**
Total Housing Units	340	890	560
Total jobs	1,440	2,450	910
Total Non-Residential Square Feet	679,000	1,044,000	364,800

Source: Dyett and Bhatia, 2016.

Alternatives to the Proposed General Plan

The following alternatives are described and evaluated in this EIR:

Alternative I: Balanced Mixed Use

This alternative was designed to provide a more balanced jobs/housing ratio, representing a more even balance between commercial and residential development, in the Planning Area both in total and by neighborhood (where possible), which in turn has the potential to reduce total vehicle miles traveled by allowing more residents of the Planning Area to have the opportunity to live closer to retail and commercial destinations. A better match between commercial and residential land uses is achieved relative to the Proposed Project in part through two additional mixed-use nodes (outside of the BVSP Area) along Ralston Avenue, and more housing within close proximity to Notre Dame de Namur University (NDNU). Within the BVSP Area, more intense mixed use housing opportunities are created throughout the district, and a "live/work" land use designation is also introduced and applied to a cluster of parcels east of the Caltrain tracks and south of Ralston Avenue. These changes in total result in potential for a more even balance of residential to commercial development in the BVSP Area than the Proposed Project.

No *Project Alternative*

The purpose of evaluating the No Project Alternative is to allow decision-makers to compare the potential impacts of approving the project with the potential impacts of not approving the project. The No Project analysis discusses both the existing conditions at the time the NOP is published as well as what would be reasonably expected to occur in the foreseeable future if the project were not approved. The No Project scenario represents the continuation of the current General Plan (last updated in 1982) and Downtown Specific Plan (adopted in 1990 and amended in 1995) land use designations, with no Climate Action Plan in effect. It assumes that the existing General Plan, Zoning Ordinance, and Downtown Specific Plan would continue to guide development in the Planning Area until buildout in 2035. In relationship to the Proposed Project, the No Project Alternative:

- Has different land uses;
- Densities/intensities are lower, and mixed-use development and development of centers and walkable communities is not promoted to the level in the Proposed Project;
- Is based on a different set of core values/goals and objectives;
- Has lower residential capacity; and
- Has reduced alternate modes of transportation, connectivity, and street capacity.

Areas of Controversy

Although there are no clear-cut areas of controversy, environmental impacts classified as significant and unavoidable have been identified in the resource topics of air quality and transportation, and inasmuch as they may be controversial to the general public, agencies, or stakeholders, they are described briefly here.

AIR QUALITY

The Proposed Project would not conflict with the BAAQMD's *2010 Clean Air Plan.* Each plan includes numerous polices that would support the primary goals of the *2010 Clean Air Plan,* including attainment of ambient air quality standards. The proposed General Plan and BVSP policies also incorporate all applicable control measures outlined under the *2010 Clean Air Plan,* and would not hinder their implementation. Further, with implementation of the proposed General Plan and proposed Climate Action Plan (another element of the Proposed Project), per capita emissions will be lower than forecasted for the Planning Area under the *2010 Clean Air Plan,* which will further help the region attain the ambient air quality standards.

While the proposed General Plan and the BVSP would be consistent with BAAQMD's regional air quality strategy, individual development projects may still generate construction and operational emissions in excess of BAAQMD's project-level thresholds. Mitigation Measures AQ-1 through AQ-4 would reduce construction-related emissions, and Mitigation Measure AQ-5 would address operational-related emissions. Implementation of the comprehensive suite of proposed General Plan and BVSP policies would also reduce the severity of growth-oriented criteria pollutants by reducing VMT, encouraging transit, fostering bicycle and pedestrian infrastructure, and supporting sustainable land use patterns, including mixed-use design and increased density. However, as described below, even with implementation of the proposed General Plan and BVSP policies and the recommended mitigation measures, impacts from short-term construction and long-term operation would remain significant and unavoidable. These emissions would also result in a cumulatively considerable air quality impact within the SFBAAB.

The proposed General Plan and BVSP may expose sensitive receptors to substantial TAC concentrations. Based on an inventory of existing stationary, roadway, and railway sources, several locations within the planning areas include sources currently in excess of BAAQMD's project-level and cumulative health risk thresholds. The proposed General Plan and BVSP both include policies to minimize risks to future residents. Operation of new stationary sources developed under the plans would be subject to the permit authority of the BAAQMD, which prohibits sources with health risks in excess of air district thresholds. Construction activities of future development may expose existing and future receptors to significant health risks. Mitigation Measures AQ-1 and AQ- 2 would reduce construction-related emissions, and Mitigation Measure AQ-6 would provide a project-level evaluation of construction-related health risks from future projects within 1,000 feet of sensitive receptors. Despite these measures, there may be instances where project-specific conditions preclude the reduction of health risks below adopted thresholds, resulting in a significant and unavoidable impact.

Neither demolition activities nor increased traffic associated with the proposed General Plan and BVSP would expose receptors to significant pollutant concentrations. Specifically, demolition

activities would be required to comply with BAAQMD Regulation XI, Rule 11-2 for the control of asbestos containing material (ACM). CO screening and modeling indicate that traffic volumes under the proposed General Plan and BVSP would not result in CO concentrations in excess of the state or federal 1- or 8-hour CO standards.

Development under the proposed General Plan and BVSP would not create objectionable odors affecting a substantial number of people. Impacts associated with odors during construction and operation would be less than significant.

NOISE

The Proposed Project would result in both short-term and long-term changes to the existing noise environment in the Planning Area. Construction noise associated with future development that would be supported by the Proposed Project could expose sensitive receptors to noise levels that exceed the noise standards set forth in both the existing and proposed General Plan. Compliance with the time-of-day restrictions and noise muffling requirements for new construction in the City's Noise Ordinance, as well as the noise-reducing policies included in the proposed General Plan and BVSP, would reduce impacts on sensitive receptors to the extent feasible. However, even with these measures, it may not be feasible in all cases to mitigate construction noise of individual projects to a less-than-significant level. Thus, impacts from construction noise would be significant and unavoidable.

Similarly, long term operational noise from traffic, trains, and stationary sources could also increase compared to existing conditions, but would be limited in area through implementation of the policies of the proposed General Plan and BVSP. Changes in traffic noise as a result of the Proposed Project would be above the General Plan noise exposure standards for single-family residential uses in some locations as compared to existing conditions. This impact would be significant and unavoidable.

Construction activity could expose people to excessive groundborne vibration. Proposed General Plan policies would require that developers mitigate any vibration impacts on sensitive land uses to the extent feasible. However, even with these measures, it may not be feasible in all cases to mitigate vibration from individual construction projects to a less-than-significant level at all sensitive receptors. Thus, impacts from construction vibration would be significant and unavoidable.

Similarly, the development of sensitive land uses in areas with substantial vibration from trains could be significant. Proposed General Plan and BVSP policies would require future development along the Caltrain tracks to incorporate mitigation to reduce vibration, which would reduce impacts. However, even with these measures, it may not be feasible in all cases to mitigate perceived vibration at all sensitive receptors. However, CEQA does not require analysis of impacts of the existing environment on a project pursuant to the California Supreme Court decision in *California Building Industry Association vs. Bay Area Air Quality Management District (CBIA v. BAAQMD).* Therefore, this impact would not be significant for CEQA purposes.

The Proposed Project area is not located within areas of excessive noise from either the San Carlos Airport or the San Francisco International Airport and no significant impacts are expected with respect to aircraft noise.

TRANSPORTATION

Buildout of the Proposed Project in 2035 would result in added traffic demand within the Planning Area as well as regional roadways. Although the proposed Plans include roadway infrastructure improvements, increases in traffic demand would be expected to cause 35 of the 45 study intersections to exceed the thresholds of significance defined by the City and/or the City/County Association of Governments of San Mateo County (C/CAG):

- Ralston Avenue/SR 92 Westbound Ramps
- Ralston Avenue/SR 92 Eastbound Ramps
- Ralston Avenue/Hallmark Drive
- Ralston Avenue/Belmont Canyon Road
- Ralston Avenue/Tahoe Drive
- Ralston Avenue/Davis Drive
- Ralston Avenue/Cipriani Drive
- Ralston Avenue/Alameda de las Pulgas
- Ralston Avenue/Notre Dame Avenue
- Ralston Avenue/Chula Vista Drive
- Ralston Avenue/Notre Dame University Road
- Ralston Avenue/South Road
- Ralston Avenue/Sixth Avenue
- Ralston Avenue/El Camino Real
- Ralston Avenue/Old County Road
- Ralston Avenue/Elmer Street
- Ralston Avenue/Hiller Street
- Ralston Avenue/US 101 Southbound Ramps
- Ralston Avenue/US 101 Northbound Ramps - Island Parkway
- Marine Parkway/Shoreway Road - Oracle Parkway
- Alameda de las Pulgas/Carlmont Drive
- Alameda de las Pulgas/Chula Vista Drive
- El Camino/Davey Glen Road
- El Camino Real/Middle Road
- El Camino Real/Flashner Lane
- El Camino Real/Emmett Avenue
- El Camino Real/Waltermire Street
- El Camino Real/O'Neill Avenue
- El Camino Real/Harbor Boulevard (North)
- El Camino Real/Harbor Boulevard (South)
- Old County Road/Masonic Way
- Old County Road/O'Neill Avenue
- Old County Road/Harbor Boulevard
- Fifth Avenue/O'Neill Avenue
- Sixth Avenue/O'Neill Avenue

The improvements necessary to mitigate the impacts at the study intersections would require the acquisition of significant right-of-way to construct additional turn or travel lanes and extensive traffic signal modification. However, the addition of through or turn lanes and traffic signal modification would result in secondary impacts, including increasing vehicle miles traveled; non-compliance with policies contained within adopted plans, and active mode accessibility; and fiscal

constraints due to the need to acquire right-of-way along built out corridors, resulting in significant and unavoidable impacts.

The Proposed Project is also anticipated to result in significant impacts to the C/CAG Congestion Management Program (CMP) Arterial Roadway Network. El Camino Real is expected to operate at LOS E north of Ralston Avenue and LOS F south of Ralston Avenue during the p.m. peak hour. As part of the proposed Project there would not be a reduction in travel lanes or other changes to the roadway configuration that would affect arterial segment performance. The Project would be expected to cause the intersection of El Camino Real/Ralston Avenue to operate at LOS F during both a.m. and p.m. peak hours, and the Project would add trips to the CMP roadway and exceed the LOS criteria established by C/CAG. In order to reduce the Proposed Project's impact on the El Camino Real roadway segments, additional travel lanes along the corridor would need to be constructed to provide sufficient capacity to serve traffic demand. The addition of through lanes would result in secondary impacts, including increasing VMT; non-compliance with policy contained within the Grand Boulevard Initiative, Complete Streets initiatives, and active mode accessibility; and fiscal constraints due to the need to acquire right-of-way along built out corridors, resulting in significant and unavoidable impacts.

The Proposed Project would be expected to result in significant impacts to the C/CAG CMP Freeway Network. The Proposed Project is expected to result in more than a one percent increase in volume on all freeway segments operating deficiently under Existing Conditions. On the freeway segments operating acceptably under Existing Conditions, the projected traffic volumes would be expected increase the volume-to-capacity ratio above 1.00, resulting in LOS F operations. The following segments would be expected to operate deficiently:

- US 101 from East Hillsdale Boulevard to Ralston Avenue (Northbound and Southbound)
- US 101 from Ralston Avenue to Harbor Boulevard (Southbound Only)
- US 101 from Harbor Boulevard to Holly Street (Southbound Only)
- US 101 from Holly Street to Ralston Avenue (Northbound Only)
- SR 92 from Mariners Island Boulevard to US 101
- SR 92 from US 101 to El Camino Real
- SR 29 from El Camino Real to Alameda de las Pulgas
- SR 92 from Alameda de las Pulgas to West Hillsdale Boulevard
- SR 92 from De Anza Boulevard to Ralston Avenue
- SR 92 from Ralston Avenue to 1-280
- 1-280 from Bunker Hill Drive/SR 35 to SR 92
- 1-280 from SR 92 to Edgewood Road

In order to reduce the Project's impacts on the study freeway segments, additional travel lanes on the freeway segment would need to be constructed to provide sufficient capacity to serve traffic demand. However, the addition of through lanes would result in secondary impacts, including increasing VMT and fiscal constraints due to the need to acquire right-of-way along built out corridors, resulting in significant and unavoidable impacts.

Increased congestion along El Camino Real and other roadways in the study area could affect emergency vehicle response times, especially during AM and PM Peak-Hour commute times. To the same extent that the Project would affect average vehicle delay, there could be a corresponding change to the response times for emergency vehicles traveling through these locations; therefore,

the impact of the Proposed Project on emergency access would be considered potentially significant. Signal priority preemption equipment and strict adherence to emergency vehicle passing priority under state law could reduce the Project's impact on emergency access; however, these mitigation measures cannot be accurately quantified, resulting in significant and unavoidable impacts.

Impacts Summary and Environmentally Superior Alternative

IMPACTS SUMMARY

Table ES-3 presents the summary of the significant impacts of the Proposed Project identified in the EIR and the Proposed Project policies and mitigation measures that reduce these impacts to the extent possible. Detailed discussions of the impacts and proposed policies that would reduce impacts are in Chapter 4.

IDENTIFICATION OF ENVIRONMENTALLY SUPERIOR ALTERNATIVE

As discussed in the comparative analysis in Chapter 5 of this Draft EIR, once the No Project Alternative is set aside (as provided by CEQA), Alternative 1 is the sole remaining alternative, and is therefore identified as the environmentally superior alternative.

In comparison to the Proposed Project, Alternative 1 would support more housing and fewer jobs, which would result in a more balanced jobs/housing ratio. Because the analysis of the Proposed Project showed notable VMT reductions at the TAZ level in areas of high density mixed use, the original intention of the design of Alternative 1 was to create additional nodes of mixed use development in order to further reduce VMT, and, subsequently, air quality and greenhouse gas-related impacts. Housing is more evenly distributed throughout the Planning Area in Alternative 1, creating more of these mixed-use nodes and opportunities for shorter vehicle trips. While this balance does decrease VMT per service population relative to both the Proposed Project and the No Project Alternative by reducing trip lengths and the number of daily trips per service population, and would result in increased pedestrian/bicycle activity and transit ridership, the increased residential development in Alternative 1 would still result in higher total VMT in the Planning Area and thus greater localized impacts to air quality and traffic congestion in the Planning Area, as well as greater impacts to energy, GHGs, and climate change. Overall, the Proposed Project would have less of an impact than Alternative 1.

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
Aesthetics		
4.1-1 Implementation of the Proposed Project will not have a substantial adverse effect on a scenic vista.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.13-1, 2.13-3, 2.13-7, 2.14-3, 2.14-4, 3.4-6, 4.4-1, 4.4-3, 4.5-4, 5.3-7 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL1 ***Mitigation Measures*** None required.	Less than significant
4.1-2 Implementation of the Proposed Project would not damage scenic resources visible from state- or county-designated or eligible scenic highways.	***Mitigation Measures*** None required.	No Impact
4.1-3 Implementation of the Proposed Project could substantially degrade the existing visual character or quality of the Planning Area and its surroundings.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.4-1, 2.4-3, 2.5-4, 2.5-7, 2.6-6, 2.13-2, 2.13-3, 2.13-7, 3.4-5 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Corridor Mixed* Use *District design standards* *Regional Commercial District design standards* *Harbor Industrial Area District design standards*	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact *Urban Design Chapter development standards and design guidelines* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2 ***Mitigation Measures*** None required.	
4.1-4 Implementation of the Proposed Project could create a new source of substantial light or glare that would adversely affect day or nighttime views in the area.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.13-4, 5.3-6 ***Proposed Phase I Zoning Provisions that Would Reduce the Impact*** The proposed Phase I Zoning amendments introduce a definition for "full cutoff lighting." ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Policies that Would Reduce the Impact*** EMI	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Mitigation Measures None required.	
Air Quality		
4.2-1 Implementation of the Proposed Project would not conflict with or obstruct implementation of the applicable air quality plan.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-2, 2.5-6, 2.7-2, 2.13-6, 2.15-1, 3.1-2, 3.1-3, 3.1-4, 3.1-5, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-9, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-2, 3.7-3, 3.7-4, 3.7-6, 3.7-7, 3.8-1, 5.3-8, 5.10-1, 5.10-2, 5.10-4, 5.10-6, 5.11-1 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Section BA.*7 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** ECl, EC2, EC4, ECS, EM3, EMS, Al, TLl, TL2, TL3, TMl, TM2, TM4 ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
4.2-2 Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.10-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** AQ-1, AQ-2, AQ-3, AQ-4	Significant and Unavoidable
4.2-3 Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during operation.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-2, 2.5-6, 2.7-2, 2.13-6, 2.15-1, 3.1-2, 3.1-3, 3.1-4, 3.1-5, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-9, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-2, 3.7-3, 3.7-4, 3.7-6, 3.7-7, 3.8-1, 5.3-8, 5.10-1, 5.10-2, 5.10-4, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10	Significant and unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10 ***Mitigation Measures*** AQ-5	
4.2-4 Implementation of the Proposed Project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-2, 2.5-6, 2.7-2, 2.13-6, 2.15-1, 3.1-2, 3.1-3, 3.1-4, 3.1-5, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-9, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-2, 3.7-3, 3.7-4, 3.7-6, 3.7-7, 3.8-1, 5.3-8, 5.10-1, 5.10-2, 5.10-4, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-1, 3.2-2, 3.2-8, 3.2-10, 3.2-18, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.3-1, 3.3-3, 3.4-1, 3.5-1, 5.4-1, 5.4-2, 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-7, 6.4-8, 6.4-9, 6.4-10	Significant and unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures AQ-1, AQ-2, AQ-3, AQ-4, AQ-5	
4.2-5 Implementation of the Proposed Project would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.10-5, 5.10-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-2, 6.4-3, 6.4-4, 6.4-5, 6.4-6, 6.4-9 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** AQ-6	Significant and unavoidable
4.2-6 Implementation of the Proposed Project would not expose sensitive receptors to substantial carbon monoxide pollutant concentrations from increased traffic.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.15-1, 3.4-3, 3.4-10 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 3.2-10, 3.2-24, 3.2-26	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL2, TL3 ***Mitigation Measures*** None required.	
4.2-7 Implementation of the Proposed Project would not create objectionable odors affecting a substantial number of people.	***Proposed General Plan Policies that Would Reduce the Impact*** There are no strategies in the proposed General Plan that relate to this topic. ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no strategies in the Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than significant
***Biological* Resources**		
4.3-1 Implementation of the Proposed Project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a	***Proposed General Plan Policies that Would Reduce the Impact*** 2.14-3, 4.4-1, 4.4-6, 4.5-2, 4.5-3, 4.5-4, 5.1-1, 5.1-2, 5.1-3, 5.1-4, 5.3-1, 5.3-2, 5.3-3, 5.3-4, 5.4-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
candidate, sensitive, or special-status species in local or regional plans, policies, or regulations; by the California Department of Fish and Wildlife; or by the U.S. Fish and Wildlife Service.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1, 6.2-2, 6.3-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLl ***Mitigation Measures*** None required.	
4.3-2 Implementation of the Proposed Project would not have a substantial adverse effect on riparian habitat or other sensitive natural communities identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.	***Proposed General Plan Policies that Would Reduce the Impact*** 4.5-2, 5.4-3, 5.3-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1, 6.2-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLl ***Mitigation Measures*** None required.	Less than Significant
4.3-3 Implementation of the Proposed Project would not have a substantial adverse effect on federally protected	***Proposed General Plan that Would Reduce the Impact*** 5.3-2, 5.4-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1, 6.2-2, 6.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.3-4 Implementation of the proposed Project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.3-4, 5.4-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.3-5 Implementation of proposed General Plan would not conflict with local policies or	***Proposed General Plan Policies that Would Reduce the Impact*** 2.4-2, 4.5-4	No Impact

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
ordinances protecting biological resources, such as a tree preservation policy or ordinance.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.3-6 Implementation of the Proposed Project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.	***Mitigation Measures*** None required.	No Impact
***Cultural* Resources**		
4.4-1 Implementation of the Proposed Project would not cause a substantial change to the significance of a historical resource, defined as physical demolition, destruction, relocation, or alteration	***Proposed General Plan Policies that Would Reduce the Impact*** 2.23-1, 2.23-2, 2.23-3, 2.23-4, 2.2-1, 2.2-3 ***Proposed Climate Action Plan Measures that would Reduce the Impact*** 2.2-1, 2.2-3	Less than Significant with Mitigation

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
of the resource or its immediate surroundings such that the significance of a historic resource would be materially impaired (Guidelines Section 15064.5).	***Mitigation Measures*** CULT-I, CULT-2	
4.4-2 Implementation of the Proposed Project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5.	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2 ***Proposed Climate Action Plan Measures that would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	Less than Significant
4.4-3 Implementation of the Proposed Project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that would Reduce the Impact There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	
4.4-4 Implementation of the Proposed Project would not disturb any human remains, including those interred outside of formal cemeteries.	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2 ***Proposed Climate Action Plan Measures that would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	Less than Significant
4.4-5 Implementation of the Proposed Project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section	***Proposed General Plan Policies that Reduce the Impact*** 5.12-1, 5.12-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.2-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that meets the criteria set forth in subdivision (a) of Public Resources Code section 21074.	***Proposed Climate Action Plan Measures that would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measure*** None required.	
Geology, Soils and Seismicity		
4.5-1 Implementation of the Proposed Project would not expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure,	***Proposed General Plan Policies that Would Reduce the Impact*** 3.4-6, 4.4-3, 5.2-1, 6.1-1, 6.1-2, 6.1-3, 6.1-4, 6.1-5, 6.1-6, 6.1-8, 6.1-9, 6.1-10, 6.1-11 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
including liquefaction; and landslides.	***Mitigation Measures*** None required.	
4.5-2 Implementation of the Proposed Project would not result in substantial soil erosion or topsoil loss.	***Proposed General Plan that Would Reduce the Impact*** 3.4-6, 6.1-2, 6.1-5, 6.1-6 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.1-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.5-3 Implementation of the Proposed Project would not locate structures on expansive soils or on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse and create	***Proposed General Plan Policies that Would Reduce the Impact*** 6.1-1, 6.1-2, 6.1-3, 6.1-4, 6.1-5, 6.1-6 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
substantial risks to life or property.		
4.5-4 Implementation of the Proposed Project would not result in soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of waste water.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.7-4 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	No Impact
Energy, Greenhouse Gases, and Climate Change		
4.6-1 Implementation of the Proposed Project would not lead to wasteful, inefficient, or unnecessary consumption of energy.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-2, 2.5-6, 3.2-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.5-9, 3.6-1, 3.6-2, 3.6-3, 3.7-1, 3.7-4, 3.7-6, 5.11-1 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** Section 7A.7	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact 2.1-1, 2.1-3, 2.1-5, 3.1-2, 3.2-2, 3.2-8, 3.2-18, 3.3-1, 3.3-3, 3.4-1, 5.4-1, 5.4-2, 6.4-10 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** ECl, EC2, EC3, EC4, ECS, EC6, EMl, EM3, EM4, EMS ***Mitigation Measures*** None required.	
4.6-2 Implementation of the Proposed Project would not result in a substantial adverse effect on local or regional energy supplies, peak or base period energy demand, or resource capacity.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.2-1, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.4-1, 5.4-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** ECl, EC2, EC3, EC4, ECS, EC6, EMl, EM3, EM4, EMS ***Mitigation Measures*** None required.	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.6-3 Implementation of the Proposed Project would generate GHG emissions, either directly or indirectly, during construction that may have a significant impact on the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.10-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** AQ-2	Less than significant with mitigation
4.6-4 Implementation of the Proposed Project would not generate GHG emissions, either directly or indirectly, during operation that may have a significant impact on the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.13-6, 2.15-1, 2.3-2, 2.5-6, 3.1-3, 3.1-4, 3.1-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.7-2, 3.7-3, 3.7-7, 3.8-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.5-9, 3.6-1, 3.6-2, 3.6-3, 3.7-1 3.7-4, 3.7-6, 5.10-1, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.2-1, 3.2-10, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.5-1, 3.2-2, 3.2-8, 3.2-18, 3.3-1, 3.3-3, 3.4-1, 5.1-4, 5.4-3, 5.4-4, 5.4-5, 5.4-6, 5.4-7, 5.4-8, 5.2-5, 5.4-1, 5.4-2, 6.4-10, 6.4-6, 6.4-7, 6.4-8, 6.4-9	Less than significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact See measures described in Table 4.6-9. ***Mitigation Measures*** None required	
4.6-5 Implementation of the Proposed Project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.13-6, 2.15-1, 2.3-2, 2.5-6, 3.1-3, 3.1-4, 3.1-5, 3.4-3, 3.4-10, 3.5-5, 3.5-8, 3.5-13, 3.5-14, 3.5-15, 3.5-16, 3.7-2, 3.7-3, 3.7-7, 3.8-1, 3.2-2, 3.2-3, 3.2-4, 3.2-5, 3.5-9, 3.6-1, 3.6-2, 3.6-3, 3.7-1 3.7-4, 3.7-6, 5.10-1, 5.10-6, 5.11-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 2.1-1, 2.1-3, 2.1-5, 3.2-1, 3.2-10, 3.2-19, 3.2-20, 3.2-27, 3.2-29, 3.2-31, 3.2-32, 3.2-33, 3.2-35, 3.2-36, 3.5-1, 3.2-2, 3.2-8, 3.2-18, 3.3-1, 3.3-3, 3.4-1, 5.1-4, 5.4-3, 5.4-4, 5.4-5, 5.4-6, 5.4-7, 5.4-8, 5.2-5, 5.4-1, 5.4-2, 6.4-10, 6.4-6, 6.4-7, 6.4-8, 6.4-9 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** See measures described in Table 4.6-9. ***Mitigation Measures*** None required	Less than significant
Hazards and Hazardous Materials		
4.7-1 Implementation of the Proposed Project would create a significant	***Proposed General Plan Policies that Would Reduce the Impact*** 6.4-1, 6.4-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-6, 6.4-7, 6.4-9 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** EC3,EM4 ***Mitigation Measures*** None required.	
4.7-2 Implementation of the Proposed Project would create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.4-1, 6.4-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the BVSP that relate to this impact. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
4.7-3 Implementation of the Proposed Project would emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.	***Proposed General Plan Policies that Would Reduce the Impact*** There are no policies in the proposed General Plan that relate to this impact. ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this impact. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** EC3,EM4 ***Mitigation Measures*** None required.	Less than Significant
4.7-4 Implementation of the Proposed Project could result in development located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and thus create a significant hazard to the public or the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.3-1, 6.3-2, 6.3-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-1, 6.4-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.7-5 Implementation of the Proposed Project would not result in a safety hazard for people residing or working within an airport land use plan area or, where such a plan has not been adopted, within two miles of a public airport or public use airport.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.16-1, 2.16-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.6-1, 6.6-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.7-6 Implementation of the Proposed Project would result in a safety hazard for people residing or working within the	***Proposed General Plan Policies that Would Reduce the Impact*** 2.16-1, 2.16-2	No Impact

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
vicinity of a private airstrip.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no strategies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.7-7 Implementation of the Proposed Project could impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.7-1, 6.7-2, 6.7-3, 6.7-4, 6.7-5, 6.7-6, 6.7-7, 6.7-8, 6.7-9, 6.0-1, 6.9-2, 6.9-3, 6,10-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.6-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Mitigation Measures None required.	
4.7-8 Implementation of the Proposed Project would expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.14-3, 4.4-7, 5.1-3, 6.6-1, 6.6-2, 6.6-3, 6.6-4, 6.6-5, 6.6-7, 6.6-8, 6.6-9, 6.6-20, 6.6-11 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no strategies in the Belmont Village Specific Plan that relate to this topic. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
Hydrology, Flooding, and Water Quality		
4.8-1 Development under the Proposed Project would not violate any federal, State, or local water quality standards or waste discharge requirements.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.5-3, 6.2-9, 6.2-10 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.8-2 Development under the Proposed Project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge, such that there would be a net deficit in aquifer volume or a lowering of local groundwater tables.	***Proposed General Plan Policies that Would Reduce the Impact*** 4.4-1, 4.4-3, 5.3-5, 5.9-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-7 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.8-3 Development under the Proposed Project would not substantially alter the existing drainage pattern of the site or area,	***Proposed General Plan Policies that Would Reduce the Impact*** 3.4-6, 4.5-2, 4.4-1, 4.4-3, 5.3-2, 5.4-1, 5.4-2, 5.4-3, 5.4-4, 5.5-4, 5.9-1, 5.9-2, 6.1-11	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
including through the alteration of the course of a stream or river or by increasing the rate or amount of surface runoff, in a manner that would result in substantial erosion, siltation, or flooding on- or off-site.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter* 5.1-5, 5.1-3, 5.1-7, 6.1-1, 6.2-2, 6.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.8-4 Development under the Proposed Project would not create or contribute runoff that would exceed the capacity of existing or planned storm drain systems, or that would provide substantial additional sources of polluted runoff.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.9-1, 6.2-3 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Design Standards for* Off-street *Parking and Loading in Commercial Mixed* Use *and Regional Commercial Districts* ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for Low Impact Development* 5.1-6, 5.1-5 *Village Zoning: design standards for permeable* surface *parking* ***Proposed Climate Action Plan Measures that Would Reduce the Impact***	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
4.8-5 Development under the Proposed Project would not otherwise substantially degrade water quality.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.5-1, 5.5-2, 5.5-4, 5.5-5, 5.5-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.4-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.8-6 Development under the Proposed Project would not place housing within a I00-year flood hazard area on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.2-5, 6.2-7, 6.2-8 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.2-1	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact Appendix D of the Climate Action Plan offers a selection of several possible adaptation measures to address sea level rise and increased flooding events. ***Mitigation Measures*** None required.	
4.8-7 Development under the Proposed Project would not place within a 100-year flood hazard area structures which would impede or redirect flood waters.	***Proposed General Plan Policies that Would Reduce the Impact*** 6.2-11, 6.2-13, 6.2-5 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.2-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** Appendix D of the Climate Action Plan offers a selection of several possible adaptation measures to address sea level rise and increased flooding events. ***Mitigation Measures*** None required.	
4.8-8 Development under the Proposed Project would not expose people or structures to a significant risk of loss, injury or death involving flooding,	***Proposed General Plan Policies that Would Reduce the Impact*** 2.21-3, 5.11-3, 6.1-1, 6.2-1, 6.2-2, 6.2-4, 6.2-6, 6.2-12	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
including flooding as a result of the failure of a levee or dam.	***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-8, 6.2-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** Appendix D of the Climate Action Plan offers a selection of several possible adaptation measures to address sea level rise and increased flooding events. As discussed above, GHG emissions reductions due to all CAP measures reduce sea level rise. ***Mitigation Measures*** None required.	
4.8-9 Development under the Proposed Project would not expose people or structures to inundation by seiche, tsunami, or mudflow.	***Proposed General Plan Policies that Would Reduce the Impact*** *Safety Element* 6.1-2, 6.1-3,6.1-5, 6.1-9 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures None required.	
Land Use, Housing and Population		
4.9-1 Implementation of the Proposed Project would not physically divide an established community.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-2, 2.3-4, 2.5-5, 2.8-1, 3.1-3, 3.1-4, 3.5-13 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 3.1-3, 3.2-26 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL1 ***Mitigation Measures*** None required.	Less than Significant
4.9-2 Implementation of the Proposed Project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.1-1, 2.10-1, 2.12-1, 2.12-2, 2.14-1, 2.14-2, 2.21-1, 2.21-2, 2.21-3, 4.1-4, 4.2-1, 4.4-3, 4.4-5, 4.5-4, 5.5-3, 5.10-6, 6.1-1, 6.1-4, 6.2-7, 6.2-8, 6.3-3, 6.10-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** There are no policies in the Belmont Village Specific Plan that relate to this topic. General Plan policies also apply to the BVSP Area.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL2, TLI ***Mitigation Measures*** None required.	
4.9-3 Implementation of the Proposed Project would not conflict with any applicable habitat conservation plan or natural community conservation plan.	***Mitigation Measures*** None required.	No Impact
4.9-4 Implementation of the Proposed Project would not induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure).	***Proposed General Plan Policies that Would Reduce the Impact*** 2.8-1, 2.9-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 3.1-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2 ***Mitigation Measures*** None required.	Less than Significant
4.9-5 Implementation of the Proposed Project would not displace substantial	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-1, 2.17-3, 2.18-1, 2.18-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
numbers of existing housing units or people, necessitating the construction of replacement housing elsewhere.	***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Unbundled Parking* ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 2.3-1, 2.3-3, 2.3-4, 2.3-6, 2.3-7, 2.3-8, 5.8-5 *Village Zoning: Increased FAR, Height, and Density Incentives for Community Benefits* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	
Noise		
4.10-1 Implementation of the Proposed Project would generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies during construction.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-1, 7.1-2, 7.1-3, 7.1-4, 7.1-5, 7.1-6, 7.1-7, 7.1-8, 7.1-9, 7.2-1, 7.3-1 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-1, 6.5-2, 6.5-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, construction-related noise impacts on existing sensitive receptors.	
4.10-2 Implementation of the Proposed Project would generate excessive groundborne vibration or groundborne noise levels during construction.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-10, 7.1-11 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-4 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, vibration impacts on existing sensitive receptors from construction activities.	Significant and Unavoidable
4.10-3 Implementation of the Proposed Project would not result in a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-1, 7.1-2, 7.1-3, 7.1-4, 7.1-5, 7.1-6, 7.1-7, 7.1-8, 7.1-9, 7.2-1, 7.3-1 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-1, 6.5-2, 6.5-3	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL2 ***Mitigation Measures*** None required.	
4.10-4 Implementation of the Proposed Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.1-1, 7.1-2, 7.1-3, 7.1-4, 7.1-5, 7.1-6, 7.1-7, 7.1-8, 7.1-9, 7.2-1, 7.3-1 ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** 6.5-1, 6.5-2, 6.5-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, noise impacts on existing sensitive receptors from construction activities.	Significant and Unavoidable
4.10-5 Implementation of the Proposed Project would not expose people residing or working in the Planning Area to excessive noise levels associated with airports.	***Proposed General Plan Policies that Would Reduce the Impact*** 7.3-2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact There are no policies in the Belmont Village Specific Plan that would reduce this impact. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no policies in the Climate Action Plan that would reduce this impact. ***Mitigation Measures*** None required.	
4.10-6 Implementation of the Proposed Project would not expose people residing or working in the Planning Area to excessive noise levels associated with private airstrips.	***Proposed General Plan Policies that Would Reduce the Impact*** No impact would occur. ***Proposed Belmont Village Specific Plan Policies and Regulations that Would Reduce the Impact*** No impact would occur. ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** No impact would occur. ***Mitigation Measures*** None required.	No Impact.
Public Services and Recreation		

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.11-1 Implementation of the Proposed Project would not result in the need for provision of increased staffing, facilities, and equipment necessary to maintain acceptable levels of fire and police service in such a way that could cause adverse environmental effects. *(Less than Significant)*	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 2.9-1, 2.14-3, 4.4-7, 5.1-3, 6.6-2, 6.6-3, 6.6-4, 6.6-5, 6.6-6, 6.6-7, 6.6-8, 6.8-3, 6.8-4, 6.9-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.6-1, 5.6-2, 5.6-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.11-2 Implementation of the Proposed Project would not result in the need for provision of appropriate increases in school staffing of facilities in such a way that could cause adverse environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.10-3, 2.9-1 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.7-1 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
4.1 1-3 Buildout of the Proposed Project would not result in an increase in the use of existing parks and recreational facilities such that substantial physical deterioration would occur or be accelerated.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.10-1, 2.9-1, 4.1-1. 4.1-2, 4.1-3, 4.2-1, 4.2-3, 4.3-1, 4.3-2, 4.4-5, 4.6-1, 4.6-2, 4.7-1, 4.7-2, 4.7-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.9-1, 5.9-2, 5.9-3, 5.9-4, 5.9-5, 5.9-6, 5.9-7, 5.9-9, 6.3-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2 ***Mitigation Measures*** None required.	Less than Significant
4.1 1-4 Buildout of the Proposed Project would result in the need for development of new parks and recreational facilities, but not in a manner which might have an adverse physical effect on the environment.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 2.14-3, 2.10-1, 4.4-1, 4.1-1, 4.1-2, 4.2-1, 4.2-3, 4.3-2, 4.4-5 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 6.3-3 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TL2	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures None required.	
4.1 1-5 Buildout of the Proposed Project would result in the need for provision of appropriate increases in other public facilities or staffing of those facilities, which could cause adverse environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.10-2, 2.3-4, 2.9-1, 4.2-2 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.9-8, 5.9-2, 5.9-3, 5.9-4, 5.9-5, 5.9-7 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
Transportation		
4.12-1 Buildout of the Proposed Project would cause intersections to fall below the established significance criteria for the City of Belmont and C/CAG for intersection operation.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.1-1, 3.2-4, 3.3-5, 3.1-2, 3.1-3, 3.1-5, 3.2-5, 3.3-2, 3.4-3, 3.4-7, 3.1-4, 3.3-1, 3.3-3, 3.6-2, 3.6-3, 3.10-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.1-2, 3.4-1	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TLI, TL2, TM2 ***Mitigation Measures*** 4.12-la, 4.12-lb, 4.12-lc, 4.12-ld, 4.12-le, 4.12-lf, 4.12-lg, 4.12-lh, 4.12-li, 4.12-lj, 4.12-lk, 4.12-11, 4.12-lm, 4.12-ln, 4.12-lo, 4.12-lp, 4.12-lq	
4.12-2 Buildout of the proposed Project would cause roadway segment operations to fall below C/CAG's established level of service standards.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.4-5, 3.7-4, 3.7-7 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.2-2, 3.2-10, 3.2-26 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLI, TL2, TM2 ***Mitigation Measures*** 4.12-2	Significant and Unavoidable
4.12-3 The proposed Project would not cause freeway segment operations to fall below C/CAG's established levels.	***Mitigation Measures*** 4–12–3	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.12-4 Adoption and implementation of the Proposed Project would not conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.5-1 - 3.5-17, 3.1-2-3.1-3, 3.1-5, 3.1-7, 3.4-1, 3.4-3-3.4-5, 3.4-9, 3.4-10, 3.9-1-3.9-2, 3.6-3, 3.7-1-3.7-8 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.1-2, 3.1-3, 3.2-1-3.2-4, 3.2-7-3.2-12, 3.2-14, and 3.2-16-3.2-23, 3.2-25-3.2-36, 3.3-1-3.3-3	Less than Significant
4.12-5 The proposed Project will increase pedestrian and bicycle activity.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.5-1-3.5-17, 3.1-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.2-1-3.2-36 ***Mitigation Measures*** None Required.	Beneficial
4.12-6 Adoption and implementation of the Proposed Project would not modify the planning or operations of San Francisco International Airport, or San Carlos Airport, or introduce land use pat-terns that may cause substantial	***Mitigation Measures*** None Required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
safety risks to or from air operations.		
4.12-7 Implementation of the proposed Project may increase transit ridership.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.2-1, 3.2-2, 3.2-3, 3.7-1 3.7-2, 3.7-3, 3.7-4, 3.7-5, 3.7-6, 3.7-8 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 3.3-1, 3.3-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLI, TL2 ***Mitigation Measures*** None Required.	Less than Significant
4.12-8 Implementation of the Proposed Project would not result in any hazardous design features.	***Proposed General Plan Policies that Would Reduce the Impact*** 3.9-1 ***Mitigation Measures*** None Required.	Less than Significant
4.12-9 Adoption and implementation of the policies in the proposed Project would not result in inadequate emergency access.	***Mitigation Measures*** 4.12-9	Significant and Unavoidable

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
Utilities		
4.13-1 Implementation of the Proposed Project would not exceed wastewater treatment requirements of the San Francisco Bay Regional Water Quality Control Board.	***Proposed General Plan Policies that Reduce the Impact*** 5.7-1, 5.7-2, 5.7-3 ***Proposed Belmont Village Specific Plan Policies that Would Reduce the Impact*** 5.1-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic. ***Mitigation Measures*** None required.	Less than Significant
4.13-2 Development under the Proposed Project would not require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 5.6-1, 5.6-3, 5.6-5 ***Proposed Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for drip irrigation systems* 5.1-4 *Village Zoning: landscaping standards*	Less than Significant with Mitigation

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact TL1,EW1,EW2 ***Mitigation Measures*** UTIL-1, UTIL-2, UTIL-3	
4.13-3 Development under the Proposed Project would not require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.	***Proposed General Plan Policies that Would Reduce the Impact*** 2.3-4, 5.9-2, 6.2-9 ***Proposed Phase I Zoning Regulations that Would Reduce the Impact*** *Design Standards for Off-street Parking and Loading in Commercial Mixed Use and Regional Commercial Districts* ***Proposed Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for stormwater runoff* 5.1-3, 5.1-5, 5.1-7 *Village Zoning: design standards for parking lots and structures* ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** TLl ***Mitigation Measures*** None required.	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
4.13-4 Development under the Proposed Project would not have insufficient water supplies available to serve the project from existing entitlements and resources, or require new or expanded entitlements.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.6-1, 5.6-3, 5.6-5, 5.7-3 ***Proposed Specific Plan Policies that Would Reduce the Impact*** *Urban Design Chapter: design guidelines for drip irrigation systems* 5.1-4 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** EW1,EW2 ***Mitigation Measures*** None required.	Less than Significant
4.13-5 Development under the Proposed Project would not result in a determination by the wastewater treatment provider which serves or may serve Belmont that it has inadequate capacity to serve the Proposed Project's projected demand in addition to the provider's existing commitments.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.7-1, 5.7-2 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 5.1-2 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** There are no strategies in the Climate Action Plan that relate to this topic.	Less than Significant with Mitigation

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that Reduce the Impact*	*Significance Level*
	Mitigation Measures UTIL-2, UTIL-3	
4.13-6 Development under the Proposed Project would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.8-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 5.2-1, 5.2-2, 5.2-3, 5.2-4 ***Proposed Climate Action Plan Measures that Would Reduce the Impact*** WCI, WC2, WC4 ***Mitigation Measures*** None required.	Less than Significant
4.13-7 Development under the Proposed Project would comply with federal, state, and local statutes and regulations related to solid waste.	***Proposed General Plan Policies that Would Reduce the Impact*** 5.8-1 ***Proposed Specific Plan Policies that Would Reduce the Impact*** 5.2-1, 5.2-2, 5.2-3, 5.2-4	Less than Significant

Table ES-3: Summary of Significant Impacts and Proposed Project Policies and Mitigation Measures that Reduce the Impact		
Impact	*Proposed Project Policies that* Reduce *the Impact*	*Significance Level*
	Proposed Climate Action Plan Measures that Would Reduce the Impact WCI, WC2, WC3 ***Mitigation Measures*** None required.	

RESOLUTION NO. 2017

RESOLUTION OF THE CITY COUNCIL MAKING ALL FINDINGS REQUIRED UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA), INCLUDING A STATEMENT OF OVERRIDING CONSIDERATIONS, AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, FOR THE BELMONT 2035 GENERAL PLAN (GP) UPDATE, PHASE 1/INTERIM ZONING, BELMONT VILLAGE SPECIFIC PLAN (BVSP) & BELMONT VILLAGE ZONING (BVZ), AND CLIMATE ACTION PLAN IN ACCORDANCE WITH CEQA

WHEREAS, in July 2014, the City Council of the City of Belmont approved a program and process, and secured Consulting Services with Dyett & Bhatia, Urban & Regional Planners, for the 2035 General Plan (GP) Update Project and its subsequent policy documents including the Phase 1/Interim Zoning, and Climate Action Plan (CAP); and,

WHEREAS, in April 2015, the City Council of the City of Belmont, through a competitive process, secured Consulting Services with Dyett & Bhatia, Urban & Regional Planners, for preparation of the Belmont Village Specific Plan (BVSP) and the Belmont Village Zoning (BVZ); and,

WHEREAS, the City of Belmont ("City") determined that the Project requires review under the California Environmental Quality Act ("CEQA") (Pub. Resources Code section 21000 et seq.); and,

WHEREAS, under CEQA Section 15168, the City prepared a Program Environmental Impact Report ("EIR") to evaluate the potential environmental effects of the Project, potential alternatives to the Project and recommended mitigation measures for potentially significant impacts of the Project; and,

WHEREAS, during the preparation of the 2035 General Plan, associated policy documents, and EIR, comments and participation was sought from the public and interested and affected groups and agencies including City/County Association of Governments (C/CAG), the Bay Area Air Quality Management District (BAAQMD), the California Air Resources Board, the County of San Mateo, City of San Carlos, City of San Mateo, City of Redwood City, all school districts, the Local Agency Formation Commission (LAFCo), the Association of Bay Area Governments (ABAG), the Office of the Attorney General of the State of California and a number of other agencies, individuals and experts; and,

WHEREAS, the City issued a Notice of Preparation regarding the EIR and seeking public agency review and comment on September 1, 2016 for the period September 1, 2016 through October 3, 2016, and held a scoping meeting on September 6, 2016 before the Planning Commission to receive comments on topics and issues that should be evaluated in the Draft EIR; and,

WHEREAS, the Draft EIR was prepared in June 2017 and included an assessment of potential environmental effects, a description of possible mitigation measures to reduce potentially significant environmental effects, and consideration of whether any alternatives could avoid or substantially lessen any potentially significant environmental effects of the Project; and,

WHEREAS, the City published a Notice of Availability and Public Hearing for the Draft EIR for the Project in the Redwood City Examiner/Tribune, a newspaper of general circulation in the County of San Mateo, for the Draft EIR review period commencing on June 30, 2017; and,

WHEREAS, the City distributed a Notice of Availability for the Draft EIR (State Clearinghouse #2016082075) on June 30, 2017 to begin a 50 day review and comment period ending August 18, 2017; and,

WHEREAS, the City also distributed the Notice of Availability for the Draft EIR to the State Clearinghouse for State Agency review; and,

WHEREAS, the Planning Commission held a public hearing on the Draft EIR on August 15, 2017 to receive public comments on the Draft EIR; and,

WHEREAS, a letter dated August 21, 2017 was received from the State Clearinghouse on the Draft EIR and indicating distribution to the following Reviewing Agencies: Resources Agency; Department of Conservation; Department of Fish and Wildlife, Region 3; Cal Fire; Department of Parks and Recreation; Department of Water Resources; Division of Aeronautics; Office of Historic Preservation; Office of Emergency Services, California; California Highway Patrol; Department of Housing and Community Development; Caltrans, District 4; Public Utilities Commission; Regional Water Quality Control Board, Region 2; Native American Heritage Commission and including written comments from the following agencies: Caltrans, District 4, and California Highway Patrol; and,

WHEREAS, following the conclusion of the public review period of the Draft EIR, a Final EIR ("FEIR") was prepared which includes responses to comments on the Draft EIR and revisions to the Draft EIR in response to comments resulting from the public process and as a result of editorial review; and,

WHEREAS, CEQA requires analysis and a determination regarding the Project's environmental impacts and mitigation measures that, in the City's view, justify approval of the Project; and,

WHEREAS, all required public notices and public hearings were duly given and held according to law; and,

WHEREAS, duly and properly noticed public hearings were held before the City Planning Commission on October 2, 2017 and October 17, 2017; and,

WHEREAS, the City Planning Commission, having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to recommend to the City Council to make all findings required under CEQA, including a Statement of Overriding Considerations, adopt a Mitigation Monitoring and Reporting Program, and certify the FEIR, in accordance with CEQA; and,

WHEREAS, a duly and properly noticed public hearing was held before the City Council on October 24, 2017; and,

WHEREAS, on October 24, 2017, the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to certify the FEIR in accordance with CEQA under Resolution 2017-076; and,

WHEREAS, no events that would require subsequent environmental review as described in Section 15162 of the CEQA Guidelines have occurred since the City of Belmont City Council certified the FEIR, in that no substantial changes have been made in the Project, no substantial changes have occurred with respect to the circumstances under which the Project is being approved, and no new information of substantial importance has become known; and,

WHEREAS, a duly and properly noticed public hearing was held before the City Council on November 14, 2017; and,

WHEREAS, the City Council having fully reviewed, considered and evaluated all the testimony and evidence submitted in this matter, voted affirmatively to make all findings required under CEQA, including a Statement of Overriding Considerations, and adopt a Mitigation Monitoring and Reporting Program as more fully set forth in this Resolution as follows:

NOW, THEREFORE BE IT FOUND, DETERMINED AND RESOLVED by the City Council as follows:

1. It has independently reviewed and analyzed the FEIR and other information in the record and has considered the information contained therein, including, without limitation, all written comments received on the Project and its environmental review, whether during or outside of the public comment periods, and all oral comments received at the public meetings and public hearings on the Project and its various environmental documents, and certifies that the FEIR has been completed in conformance with CEQA, that it reviewed and considered the information contained in the FEIR, and that the FEIR represents the independent judgment and analysis of the City as lead agency; and,

2. It makes all findings required under CEQA with respect to the Project's environmental effects as set forth in Exhibit A to this Resolution; and,

3. For impacts that cannot be reduced to a level that is less than significant, it adopts a Statement of Overriding Considerations as set forth in Exhibit A to this Resolution finding that specific social, economic, or other factors justify the Project's unavoidable adverse environmental effects; and,

4. It adopts a Mitigation Monitoring and Reporting Program as set forth in Exhibit B to this Resolution to ensure that the identified mitigation measures or Project changes are implemented; and,

5. As more particularly set forth in Exhibit A, it finds that no subsequent environmental review is required, because substantial evidence shows that none of the conditions requiring subsequent environmental review listed in Section 15162 of the CEQA Guidelines have occurred since the City Council certified the FEIR on October 24, 2017, and,

6. It directs staff to file a Notice of Determination under CEQA Guidelines 15094 within five working days of the adoption of this Resolution; and,

7. By this reference, Exhibit A and Exhibit B to this Resolution are incorporated as though fully set forth in the body of this Resolution.

* * * * * * * * * * * * * *

ADOPTED November 14, 2017, by the City Council of the City of Belmont by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

EXHIBIT A
TO RESOLUTION 2017-_____

CITY OF BELMONT

FINDINGS OF FACT
AND STATEMENT OF OVERRIDING CONSIDERATIONS

FOR THE:

2035 GENERAL PLAN UPDATE,
PHASE I ZONING,
BELMONT VILLAGE SPECIFIC PLAN,
BELMONT VILLAGE ZONING, AND
CLIMATE ACTION PLAN

PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

I. Introduction

The City of Belmont (the "City"), as lead agency under the California Environmental Quality Act Public Resources Code Section 21000, *et seq*. ("CEQA"), prepared an Environmental Impact Report (State Clearinghouse No. 2016082075, the "EIR") for the 2035 General Plan Update, Phase I Zoning, Belmont Village Specific Plan, and Climate Action Plan (together, the "Project"). The EIR is a program-level EIR prepared pursuant to CEQA Guidelines[1] Section 15168 and consists of the Draft Environmental Impact Report released on June 30, 2017 (the "Draft EIR"), Appendices A through E of the Draft EIR, and the Final Environmental Impact Report released on September 28, 2017 (the "Final EIR"). The EIR addresses the potential environmental effects associated with the Project.

a. *Project Description*

As fully described in Chapter 3 of the Draft EIR, the Project includes: (1) the 2035 General Plan Update, which provides the framework for land use and development in the City, prioritizing the preservation of open space and directing most new development to infill sites and identified opportunity sites; (2) the Phase 1 Zoning, which provides a regulatory framework that ensures that any new development, occurring prior to a comprehensive Zoning Ordinance update, is consistent with proposed General Plan policies and land use designations; (3) the Belmont Village Specific Plan, which introduces new mixed-use districts in the downtown area that support a variety of land uses, including residential, employment, service, and entertainment uses and includes detailed zoning, permitted uses, form-based codes, and development standards for the downtown area; and (4) the Climate Action Plan, which addresses the community's greenhouse gas (GHG) emissions through quantified reduction strategies, performance standards, and a framework for implementation to achieve the required reduction.

[1] The "CEQA Guidelines" are found at California Code of Regulations, Title 14, Section 15000 *et seq*.

b. *Purpose of the Findings*

The purpose of the Findings of Fact and Statement of Overriding Considerations (the "Findings") that follow is to satisfy CEQA's requirements as set forth Public Resources Code Section 21000, et seq., and Sections 15091, 15092, 15093 and 15097 of the CEQA Guidelines associated with approval of the Project. These Findings provide the written analysis and conclusions of the City Council (the "City Council") of the City regarding the Project's environmental impacts, mitigation measures, alternatives, and the overriding considerations, which, in the City Council's judgment, justify approval of the Project despite its environmental effects. The Findings are divided into general sections. Each of these sections is further divided into subsections, each of which addresses a particular impact topic and/or requirement of law.

II. Project Objectives

Broadly, the Project is proposed to update the City's General Plan to meet the City's needs through 2035 and the requirements of California Government Code Section 65302, adopt a specific plan that meets the requirements of California Government Code Section 65451, adopt a Climate Action Plan to allow streamlined CEQA review of GHG emissions for future projects pursuant to CEQA Guidelines Section 15183.5, and adopt zoning designations to implement the 2035 General Plan Update and the Belmont Village Specific Plan. As discussed in Section 3.5 of the Draft EIR, the Project's specific objectives are as follows.

a. *General Plan Objectives*

i. Land Use Planning

- Promote a diversity of compatible land uses throughout the city, to enable people to live close to job locations, adequate and convenient commercial services, and public services and facilities such as transit, parks, and schools.
- Support the creation and enhancement of "complete neighborhoods" in Belmont, with well-integrated single-family and multi-family residential development, pedestrian- and bicycle-friendly environments, and activity nodes featuring schools, parks, and neighborhood commercial areas.
- Provide balanced neighborhoods with a variety of housing types and density ranges to meet the diverse demographic, economic, and social needs of residents, while ensuring a cohesive urban form and regard for compatibility with surrounding uses and existing residential development.
- Preserve the character and enhance the quality of Belmont's residential neighborhoods.
- Enhance the Belmont Village PDA and develop a distinct identify for the area as Belmont's vibrant town center for residents and visitors with commercial, residential, dining, civic, cultural, and entertainment activities.
- Promote opportunities for continued economic growth and vitality, resulting in wider shopping and dining opportunities for residents, increased local employment opportunities, enhanced attractions for visitors, increased sales tax revenues, and a stronger community image.
- Provide areas for diverse employment and business opportunities to promote diversity in Belmont's economic base.

- Promote infill development that makes efficient use of limited land supply, while ensuring compatibility and integration with existing uses.
- Foster new development that contributes positively to Belmont's built environment, provides benefits to the local community, and addresses potential impacts.
- Ensure adequate provision of community-serving facilities such as recreation facilities, child daycare facilities, places of worship, schools and other educational institutions, and schools to serve current and future residents.
- Continue to collaborate and partner with Notre Dame de Namur University.
- Support a balanced and integrated parks and open space system that links neighborhoods, provides outdoor recreation opportunities, promotes natural resource conservation, and serves multiple needs.
- Enhance Belmont's character and image as a desirable community with distinct visual qualities, small-town character, and connections to nature and open space.
- Protect and enhance Belmont's hillside areas.
- Grow and develop in such a way that allows Belmont's unique character to flourish while recognizing the city's role in the broader region.

ii. Economic Opportunity

- Support a wide range of economic activity in Belmont that capitalizes on the city's location, strengthens the City's tax base, and ensures that Belmont has adequate fiscal resources to fund high quality public services for its residents and businesses.
- Facilitate retention, expansion, attraction, and incubation of businesses in Belmont that will employ and serve Belmont residents and meet the city's economic development objectives.
- Realize the community's vision for Belmont Village PDA as a vibrant, successful, engaging town center, with opportunities for residents to live, shop, work, and play.
- Transform El Camino Real into a "grand boulevard" with a vibrant mix of land uses, a pedestrian-friendly streetscape, and enhanced transit and bicycle facilities.
- Pursue annexation of the Harbor Industrial Area (HIA) and bring it into the Belmont city limits.
- Promote the continued development and revitalization of the Belmont's focus areas for economic growth as integral parts of the community and nodes of commercial, employment, or residential activity.

iii. Historic Preservation

- Conserve designated historic and cultural sites and structures that help define Belmont's identity and character.

iv. Circulation

- Provide for the safe and efficient movement of people and vehicles within and through the community that fosters accessibility and connectivity; accommodates a mixture of automobiles, transit, bicyclists, and pedestrians; and encourages higher transit ridership.
- Reduce dependence on the automobile for travel and achieve a reduction in vehicle-miles traveled (VMT) per capita of 15 percent by year 2035.

- Work cooperatively with other agencies and jurisdictions in the region to enhance connectivity between Belmont and the region and provide an efficient system for regional travel.
- Accommodate modes of transportation on routes that are designed within the context of the surrounding area to provide for the enjoyment and safety of the individual and to cause minimum interference and appropriate compatibility with adjacent uses of land.
- Promote, provide, and maintain a safe and convenient pedestrian and bicycle system of hiking and riding trails, pedestrian paths, bicycle paths and lanes to: promote active transportation; reduce dependence on automobiles; provide recreation; furnish easy access to trails; permit safe, pleasant travel among parts of the community; connect local areas and destinations within the city through trails and paths and regional trail and path systems; and create opportunities for nature and conservation education.
- Promote Transportation Demand Management Programs and encourage increased transit use through convenient, safe, efficient, and cost-effective services.
- Maintain and improve existing bus service in Belmont to provide transportation to commuter trains, local schools, and recreational facilities.
- Provide a balanced and well-managed parking supply that accommodates demand while maximizing efficiency.
- Limit truck and other heavy traffic to the level necessary to reasonably serve local business and industry while minimizing disruptive effects on residents, businesses, and the functional organization of the community.
- Fund transportation improvement projects through the use of City funds, development fees, and grants.

v. Parks, Recreation, and Open Space

- Provide an expanded, high quality, and diversified park system that serves the entire Belmont community, enhances community identity, and is conveniently located for community use.
- Ensure that a wide variety of public community and recreation facilities are available to the entire Belmont community for recreational, social, and cultural activities.
- Improve the quantity and quality of recreational programming and services to provide varied recreational opportunities for the entire Belmont community.
- Continue to develop and support a balanced and integrated open space system reflecting a variety of considerations, including natural resource conservation, outdoor recreation, and public health and safety, to ensure synergies between various open space components and compatibility with land use planning.
- Preserve and protect open space resources using various methods available to the City.
- Improve and increase public access into open space areas where feasible and safe.
- Pursue sufficient and dedicated funding for acquisition, operations, protection, maintenance, and management of parks, recreation facilities, and natural open spaces and to meet the recreational programming and service needs of the Belmont Community.

vi. Open Space for Natural Resource Conservation

- Protect and maintain open space for the preservation of natural resources.

- Protect and preserve open space for public health, safety and recreation in areas that require special management for regulation.

vii. Biological Resources

- Protect and restore biological and ecological resources in Belmont, including sensitive wildlife species and their habitats.

viii. Hydrology, Water Quality, and Water Supply and Demand

- Preserve and restore Belmont's waterways and adjacent corridors as valuable community resources that serve as plant and wildlife habitats, groundwater recharge facilities, flood control and irrigation components, and connections between open space areas.
- Preserve water quality by promoting the protection of Belmont's creeks and other natural water bodies from pollution.
- Preserve water resources and provide for long-range community water needs by adopting best management practices for water use and conservation.

ix. Wastewater, Solid Waste, and Stormwater

- Provide adequate wastewater collection, treatment, recycling and disposal facilities in a timely fashion to serve existing and future needs.
- Provide adequate solid waste facilities and services for the collection, transfer, recycling, and disposal of refuse.
- Maintain and improve the reliability of the City's storm drainage system, and promote best management practices to protect this system from flooding, enhance water quality, and prevent infrastructure deterioration.

x. Air Quality and Greenhouse Gases

- Reduce emissions of ozone-producing pollutants and particulate matter to improve regional air quality and protect the health of Belmont and Bay Area residents.
- Reduce emissions of greenhouse gases to 15 percent below the 2005 baseline levels by 2020 and to 50 percent below the 2005 baseline levels by 2035.

xi. Archaeological and Paleontological Resources

- Preserve and protect areas and sites of prehistoric, cultural, and archaeological significance.

xii. Safety

- Minimize risks of property damage and personal injury posed by geologic and seismic hazards.
- Protect the community from risks to life and property posed by flooding.
- Protect soils, surface water, and groundwater from contamination from hazardous materials.

- Continue to promote the reduction, recycling, and safe disposal of household and business hazardous wastes through public education and awareness.
- Ensure that utilities that are essential to contemporary life are available and adequate to meet the demands of the Belmont community while also ensuring the utilities maintain and enhance Belmont's physical diversity, visual qualities, and small-town characteristics.
- Protect Belmont residents and businesses from potential fire hazards.
- Foster an efficient and coordinated response to emergencies and natural disasters.
- Provide a comprehensive program of safety services including police, fire, and medical response in Belmont.
- Support continuing public awareness of hazards, including avoidance, disaster preparedness, and emergency response procedures.
- Make infrastructure investments, enforce regulations, and disseminate information that will improve disaster response and recovery, with the goal of minimizing damage to people and property.

xiii. Noise

- Strive to achieve an acceptable noise environment for the environmental, health, and safety needs of present and future residents of Belmont.
- Protect noise-sensitive land uses, such as schools, hospitals, and senior care facilities, from encroachment of and exposure to excessive levels of noise.
- Continue to work with other agencies, airports, and jurisdictions to reduce noise levels in Belmont created by their operations.

b. *BVSP Objectives*

i. Land Use

- Create a vibrant downtown that serves as the City's shopping, employment, activity, and community center, with a compact, walkable, pedestrian-scaled development that is connected to transit.
- Preserve and enhance the Village's cultural and historic context.
- Provide a variety of housing types to accommodate different types of households, different income levels, different age groups, and different lifestyles.

ii. Mobility

- Provide a vibrant, safe, and connected street network that facilitates multimodal movement of people within and to the Village Planning Area and ensures the citywide goal of reducing vehicle-miles travelled per capita by 15 percent.
- Provide safe and convenient access to transit.
- Meet citywide goals of reducing automobile trips through the implementation of Transportation Demand Management strategies.
- Provide parking that meets the needs of Belmont Village to ensure its vibrancy and economic vitality, while encouraging walking, cycling, and transit ridership as the primary modes of access to and within the Village Planning Area.

iii. Infrastructure and Public Services

- Continue the successful provision, maintenance, and operation of water, sewer, and stormwater infrastructure utilities in Belmont to maintain the quality of life and accommodate future growth in the Village.
- Continue to provide adequate solid waste services for the collection, transfer, recycling, and disposal of refuse.
- Continue the successful provision, maintenance, and operation of infrastructure and public utilities to maintain the quality of life and serve the Village Planning Area.
- Maintain Belmont as a safe and livable community.
- Ensure that new development adequately addresses public safety considerations in building design and site planning.
- Promote adequate and accessible public school facilities for the Village Planning Area.
- Foster positive relationships between the Belmont Village and Notre Dame de Namur University communities.
- Provide a diverse range of parks, recreation, and community facilities and programming inside and within a ten-minute walk of the Village Planning Area.

iv. Environmental Sustainability, Health, and Safety

- Preserve natural environmental processes that protect health and safety, such as water filtration through soil that protects water quality and riparian vegetation that minimizes erosion and flooding.
- Minimize the potential for loss of life, injury, property damage, and economic and social disruption resulting from natural and man-made hazards, including floods.
- Protect and improve the quality of biological resources and habitat areas in the Village Planning Area.
- Ensure that infill development projects minimize exposure to hazardous materials and toxic air contaminants.
- Maintain a healthy noise environment in the Village Planning Area while accommodating the increased intensities and mix of uses intended to characterize Belmont Village in the future.

c. *CAP Objectives*

- Increase municipal, residential, and commercial energy efficiency, renewable energy, efficient water use, and green building.
- Reduce emissions from transportation through efficient land use, alternate modes of transportation, and operational innovations.
- Reduce solid waste generated and sent to landfills.

III. Record of Proceedings and Custodian of Record

Pursuant to CEQA Guidelines Section 15367, the City is the Lead Agency for the Project. Accordingly, the City has taken the following actions in relation to the EIR to satisfy CEQA:

- The City sent the Notice of Preparation ("NOP") of the EIR to the State Clearinghouse and to state, local, and regional agencies on September 1, 2016. A public scoping meeting was held on September 6, 2016 to solicit additional input on the scope of the EIR. The City accepted written comments on the scope of the EIR until October 3, 2016, and concerns raised in response to the NOP and the September 6, 2016 hearing were considered during preparation of the Draft EIR. The written comments that the City received in response to the NOP are included as Appendix A of the Draft EIR.

- On June 30, 2017, the City published a Notice of Availability ("NOA") for the Draft EIR, and the Draft EIR was concurrently submitted to the Office of Planning and Research State Clearinghouse (the "State Clearinghouse") and circulated for public review and comment as well as to solicit comments from agencies and individuals on the adequacy and accuracy of the Draft EIR. The City distributed copies of the Draft EIR to state agencies, local governments, elected officials, groups, and interested parties on the City's mailing list (the "Noticed Parties"). The Draft EIR, along with the proposed 2035 General Plan Update, Phase I Zoning, Belmont Village Specific Plan, Belmont Village Zoning, and Climate Action Plan were made available through three (3) websites maintained by the City:

  www.belmont-2035generalplan.com
  www.planbelmontvillage.com
  www.belmont.gov/ClimateActionPlan

- The Draft EIR was also made available for public review in printed form at the public counter of the Community Development Department-Permit Center at Belmont City Hall and at the Belmont Public Library throughout the public comment period.

- The Draft EIR's public review period encompassed 50 days between June 30, 2017 and August 18, 2017. The City's Planning Commission (the "Planning Commission") conducted a duly and properly noticed public hearing on the Draft EIR on August 15, 2017, during the public review period. The City encouraged the public to provide oral comments at the hearings and submit written comments. The City transcribed all oral comments on the Draft EIR. Copies of all written comments and transcriptions of oral comments received during the public comment period are included in Chapter 2 of the Final EIR.

- On September 28, 2017, the City released the Final EIR. All comments received on the Draft EIR during the public comment period were responded to and included in the Final EIR. Collectively the Final EIR and the Draft EIR as amended by the Final EIR constitute the EIR for the Project.

- On October 2, 2017, the Planning Commission conducted a duly and properly noticed public hearing on certain components of the Project (the proposed 2035 General Plan Update, Phase I Zoning, and Climate Action Plan), and the Final EIR. The Planning Commission recommended that the City Council certify the EIR and approve the proposed 2035 General Plan Update, Phase I Zoning, and Climate Action Plan.

- On October 17, 2017, the Planning Commission conducted a duly and properly noticed public hearing on certain components of the Project (the Belmont Village Specific Plan and the BVSP Zoning). The Planning Commission recommended that the City Council approve the proposed the Belmont Village Specific Plan and the BVSP Zoning.

- On October 24, 2017, the City Council certified the EIR following a duly and properly noticed public hearing.

- The 2035 General Plan Update, Phase I Zoning, and Climate Action Plan and the EIR came before the City Council on November 14, 2017 at a duly and properly noticed public hearing, and the City Council approved the Project and adopted the Mitigation Monitoring and Reporting Program (MMRP) and the Findings.

For purposes of CEQA and the analysis set forth in these Findings, the record of proceedings (the "Administrative Record") consists of the following documents and testimony, and at a minimum:

- The NOP, comments received on the NOP, the NOA, and all other public notices issued by the City in relation to the Project or the EIR;

- The EIR, including the Final EIR issued on September 28, 2017 and the Draft EIR as amended by the Final EIR, including all technical materials cited in the document;

- The MMRP and all appendices to the Draft and Final EIR;

- All non-draft and non-confidential reports and memoranda prepared by the City and its consultants in relation to the Project and the EIR;

- Minutes and transcripts of the discussions regarding the Project and/or Project components at public hearings or scoping meetings held by the Planning Commission and the City Council;

- Staff reports associated with Planning Commission and City Council hearings on the Project or the EIR;

- All of the comments and staff responses entered into the record orally and in writing between, as well as accompanying technical memoranda or evidence entered into the record;

- Matters of common knowledge to the City Council which they consider, such as the City's existing General Plan, any other applicable specific plans or other similar plans, and the City's Municipal Code; and,

- Any other category of material identified in Public Resources Code Section 21167.6 prepared in connection with Project or the EIR.

The Community Development Department is designated as the custodian of the documents and record of proceedings on which this decision is based. The Community Development Department office is located at Belmont City Hall, One Twin Pines Lane, Suite 310, Belmont, California, 94002, and the telephone number is (650) 595-7417.

IV. Findings are Determinative

The City Council certifies that the EIR has been completed in compliance with CEQA and that it was presented to, and reviewed and considered by, the City Council prior to acting on the Project. In so certifying, the City Council recognizes that there may be differences in and among the different sources of information and opinions offered in the documents and testimony that make up the EIR and the Administrative Record; that experts disagree; and that the City Council must base its decision and these Findings on the substantial evidence in the record that it finds most compelling. Therefore, by these Findings, the City Council ratifies, clarifies, and/or makes insignificant modifications to the EIR and resolves that these Findings shall control and are determinative of the significant impacts of the Project.

The mitigation measures proposed in the EIR and further described in Section V of these Findings are adopted in these Findings, substantially in the form proposed in the EIR, with such clarifications and non-substantive modifications as the City Council has deemed appropriate to implement the mitigation measures, if any. Further, the mitigation measures adopted in these Findings are expressly incorporated into the Project.

The analysis and determinations in these Findings are to be considered as an integrated whole and, whether or not any subdivision of these Findings fails to cross-reference or incorporate by reference any other subdivision of these Findings, that any finding or determination required or permitted to be made shall be deemed made if it appears in any portion of this document. All of the text included in this document constitutes findings and determinations, whether or not any particular caption sentence or clause includes a statement to that effect.

Each finding in these Findings is based on the entire record. The omission of any relevant fact from the summary discussions below is not an indication that a particular finding is not based in part on the omitted fact.

Many of the mitigation measures imposed or adopted pursuant to these Findings to mitigate the environmental impacts identified in the Administrative Record may have the effect of mitigating multiple impacts (e.g., conditions imposed primarily to mitigate traffic impacts may also secondarily mitigate air quality impacts, etc.). The City Council has not attempted to exhaustively cross-reference all potential impacts mitigated by the imposition of a particular mitigation measure; however, such failure to cross-reference shall not be construed as a limitation on the potential scope or effect of any such mitigation measure.

V. Impacts, Mitigation Measures, and Findings

In conformance with CEQA Guidelines Section 15091, this section of the Findings lists each significant environmental effect of the Project identified in the EIR; describes those mitigation measures recommended in the EIR; and, as required by Section 15091(a), finds that either: (i) the adopted mitigation measures have substantially lessened the significant effect; (ii) the adopted

mitigation measures, though implemented, do not substantially lessen the significant effect; (iii) the mitigation measures cannot be adopted and implemented because they are the responsibility of another public agency; or (iv) that specific considerations make mitigation measures infeasible.

All feasible mitigation measures listed below have been incorporated into the MMRP, further described in Section IX of these Findings. Any future projects approved or constructed pursuant to the Project will incorporate all conditions contained in the MMRP.

Unless otherwise noted, all page numbers shown below refer to the Draft EIR as modified by the Final EIR.

a. *Air Quality.*

i. Impact 4.2-2. Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-35 of the Draft EIR. Construction permitted pursuant to the Project during a typical year may exceed BAAQMD's ROG and NOx thresholds as well as fugitive dust emissions.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.2-39 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-1: Require Tier 4 engines on Construction Equipment.
- Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel.
- Mitigation Measure AQ-3: Require Low-VOC Coatings during Construction.
- Mitigation Measure AQ-4: Require Fugitive Dust Best Management Practices.

(3) Finding. Mitigation Measures AQ-1 and AQ-2 will reduce NOx and other criteria pollutants from off-road equipment, whereas Mitigation Measures AQ-3 and AQ-4 will reduce fugitive ROG and dust emissions, respectively. Each of these mitigation measures have been required of the Project to reduce the potential air quality effects to the extent currently technically feasible. Although implementation of Mitigation Measures AQ-1, AQ-2, AQ-3, and AQ-4 would reduce the maximum daily emissions of ROG, PM10 and PM2.5 each to a less-than-significant level, buildout of the General Plan and the BVSP would still exceed BAAQMD's NOx threshold. Therefore, air quality impacts related to construction permitted under the Project would remain ***significant and unavoidable***.

ii. Impact 4.2-3. Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during operation.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-40 of the Draft EIR. Buildout of the Project has the potential to result in air quality impacts from mobile, area, and energy sources from long-term operations of the uses permitted pursuant to the Project.

(2) Mitigation Measures. The following mitigation measure as discussed in the Draft EIR at page 4.2-44 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-5: Promote Green Consumer Products.

(3) Finding. Mitigation Measure AQ-5 requires developers to provide education regarding consumer products that generate lower than typical VOC emissions, however, the effect of this Mitigation Measure cannot be quantified because consumers cannot be required to use such products. In addition, the Project include numerous policies to promote a reduction in daily mobile, area, and energy source emissions generated by Project operations; however, even with all feasible reductions, the Project will still result in a net increase in criteria pollutant emissions that exceeds BAAQMD's project-level thresholds. Therefore, air quality impacts related to the operation of development permitted under the Project would remain ***significant and unavoidable***.

iii. Impact 4.2-4. Implementation of the Proposed Project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-44 of the Draft EIR. ROG, NOx, PM10, and PM2.5 emissions associated with development under the General Plan and BVSP would exceed BAAQMD's project level thresholds. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-7 of the Draft EIR.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.2-46 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-1: Require Tier 4 engines on Construction Equipment.
- Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel.
- Mitigation Measure AQ-3: Require Low-VOC Coatings during Construction.
- Mitigation Measure AQ-4: Require Fugitive Dust Best Management Practices.

- Mitigation Measure AQ-5: Promote Green Consumer Products.

(3) Finding. The comprehensive suite of proposed General Plan and BVSP policies would ultimately reduce the severity of growth-oriented criteria pollutants, relative to conditions without the plans, for individual development projects; however, individual projects may still generate construction and operational emissions in excess of BAAQMD's project-level thresholds, even with implementation of Mitigation Measures AQ-1 through AQ-5. Therefore, air quality impacts related to criteria pollutant emissions under the Project would remain ***significant and unavoidable*** and would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

iv. Impact 4.2-5. Implementation of the Proposed Project would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.2-47 of the Draft EIR. Individual projects developed pursuant to the General Plan or the BVSP may prevent the reduction of health risks from TAC exposure below adopted thresholds. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-8 of the Draft EIR.

(2) Mitigation Measures. The following mitigation measure as discussed in the Draft EIR at page 4.2-50 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-6: Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment.

(3) Finding. Mitigation Measures AQ-1 and AQ-2 would reduce DPM exhaust from construction equipment and associated health risks. Mitigation Measure AQ-6 is also identified to provide a project-level evaluation of construction-related health risks from future projects within 1,000 feet of sensitive receptors. Although this would reduce operational health risks to current and future receptors, without specific details on the locations of building footprints or their construction schedules, a quantitative evaluation of potential health risk impacts is not possible, and it cannot conclusively be determined that health impacts from TAC exposure can be reduced below adopted thresholds. Therefore, this impact would remain ***significant and unavoidable*** and would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

b. *Cultural Resources.*

i. Impact 4.4-1. Implementation of the Proposed Project would not cause a substantial change to the significance of a historical resource, defined as physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of a historic resource would be materially impaired.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.4-19 of the Draft EIR. The City includes multiple historical resources. Of the resources identified, the Project anticipates the redevelopment of the historic Firehouse Square building, which may result in the impairment of the resource's historical significance.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.4-21 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure CULT-1: Require façade maintenance of the Firehouse Building.
- Mitigation Measure CULT-2: Require historical signage at Firehouse Square.

(3) Finding. Mitigation Measure CULT-1 requires any project applicant proposing physical changes to the Firehouse Building to maintain the existing structure's historic Spanish façade, while Mitigation Measure CULT-2 requires such a project to include detailed signage with historical information about the site, consistent with the recommendations of the historical evaluation prepared for the resource. In addition, the BVSP requires any development proposal at Firehouse Square to be reviewed and evaluated by a qualified architectural historian, and any site reuse must be done in accordance with the Municipal Code's standards for buildings on the Historical Resources Inventory. By maintaining the physical characteristics of the historical resource that convey the building's historical significance and documenting the factors that give the resource cultural significance, Mitigation Measures CULT- 1 and CULT-2 reduce the impact to a ***less than significant*** level.

c. *Energy, Greenhouse Gases, and Climate Change.*

i. Impact 4.6-3. Implementation of the Proposed Project would generate GHG emissions, either directly or indirectly, during construction that may have a significant impact on the environment.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.6-27 of the Draft EIR. Development in Belmont permitted under the Project has the potential to produce GHG emissions that conflict with statewide emission goals.

(2) Mitigation Measures. The following mitigation measure as discussed in the Draft EIR at page 4.6-29 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure AQ-2: Require Construction Fleet to Use Renewable Diesel.

(3) Finding. Development projects within Belmont under the Project would be required to use renewable diesel for all off-road diesel-powered equipment, pursuant to Mitigation Measure AQ-2. Implementation of this measure would reduce lifecycle GHG emissions (i.e., those produced by the extraction, refining, processing, and combustion of diesel) by 67 percent, relative to traditional diesel. This requirement is consistent with BAAQMD's recommended Best Management Practices for GHG emissions related to construction and would reduce emissions consistent with statewide goals. Therefore, Mitigation Measure AQ-2 reduces the impact to a ***less than significant*** level.

d. *Noise.*

i. Impact 4.10-1. Implementation of the Proposed Project would generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies during construction.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.10-22 of the Draft EIR. The Project would permit higher-intensity development and redevelopment in Belmont, which would require construction activities using heavy-duty machinery and equipment. Temporary increases in noise levels have the potential to exceed the noise standards defined in both the existing and the proposed General Plan. In addition, traffic increases associated with Project implementation have the potential to increase noise levels above the normally acceptable range for some uses. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-19 of the Draft EIR.

(2) Mitigation Measures. No feasible mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, construction-related noise impacts on existing sensitive receptors. As discussed below, all feasible mitigation measures that would reduce traffic have been incorporated into the Project.

(3) Finding. The Project includes comprehensive policies to limit the exposure of sensitive land uses to noise generating uses, and individual projects developed in accordance with the General Plan and the BVSP would be required to incorporate noise-reducing components. However, because of the uncertainty involved in evaluating the impact on all potential future users of new development, it is assumed that the Project's impact regarding noise-generating uses would remain ***significant and unavoidable*** and that the Project would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

ii. Impact 4.10-2. Implementation of the Proposed Project would generate excessive groundborne vibration or groundborne noise levels during construction.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.10-39 of the Draft EIR. The Project would permit higher-intensity development and redevelopment in Belmont, which would require construction activities using heavy-duty machinery and equipment. As a result, groundborne vibration levels could temporarily exceed the threshold of significance for future and existing sensitive land uses. The Project's cumulatively considerable contribution to this impact is further described beginning at page 6-19 of the Draft EIR.

(2) Mitigation Measures. No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, vibration impacts on existing sensitive receptors from construction activities.

(3) Finding. The Project includes comprehensive policies to limit the exposure of sensitive land uses to groundborne vibration caused by construction activities, and individual projects developed in accordance with the General Plan would be required to incorporate vibration-reducing components. However, because of the uncertainty involved in evaluating the impact on all potential future users of new development, it is assumed that the Project's impact regarding temporary impacts from construction activities causing groundborne vibrations would remain ***significant and unavoidable*** and that the Project would have a ***cumulatively considerable contribution*** to a significant cumulative impact.

iii. Impact 4.10-4. Implementation of the Proposed Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.10-43 of the Draft EIR. The Project would permit higher-intensity development and redevelopment in Belmont, which would require construction activities using heavy-duty machinery and equipment. As a result, ambient noise levels could temporarily increase by above the City's thresholds.

(2) Mitigation Measures. No mitigation measures have been identified that would be able to reduce, with a reasonable degree of certainty, reductions in ambient noise caused by construction for all future development in the City.

(3) Finding. The Project would impose time-of-day restrictions on construction activities along with noise reducing requirements for new construction, however, it is not possible to conclude that all future development will be able to reduce its temporary contribution to ambient noise levels to necessary levels, therefore it is assumed that the Project's impact regarding temporary impacts from construction activities increasing ambient noise levels would remain ***significant and unavoidable***.

e. *Transportation.*

i. Impact 4.12-1. Buildout of the Proposed Project would cause intersections to fall below the established significance criteria for the City of Belmont and C/CAG for intersection operation.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-126 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, the delay at the intersection of El Camino Real and Ralston Avenue would exceed the threshold for significance for CMP intersections. Twenty-one intersections identified on page 4.12-145 of the Draft EIR would warrant turn lane additions, and 27 intersections identified on page 4.12-157 of the Draft EIR would exceed the City's threshold for turn lane queue lengths. In addition, the following twelve intersections would potentially have significant impacts during operations in 2035:

- Ralston Ave/SR-92 WB Ramps (Signalized), expected to operate at LOS D during the a.m. peak hour;
- Ralston Ave/ Alameda de las Pulgas (Signalized), expected to operate at LOSE during the a.m. and p.m. peak hours;
- Ralston Avenue/Chula Vista Drive (TWSC), northbound approach expected to operate at LOS F during the a.m. peak hour and at LOS D during the p.m. peak hour;
- Ralston Avenue/Notre Dame University Road (Roundabout), expected to operate at LOS E during the a.m. peak hour;
- Ralston Avenue/Sixth Avenue (Signalized, expected to operate at LOS C during the a.m. peak hour;
- Ralston Avenue/El Camino Real (Signalized), expected to operate at LOS F during the a.m. and p.m. peak hours;
- Ralston Avenue/Old County Road (Signalized), expected to operate at LOS D during the a.m. peak hour and at LOSE during the p.m. peak hour;
- Alameda de las Pulgas/Chula Vista Drive (Roundabout), expected to operate at LOS F during the a.m. peak hour and at LOS F during the p.m. peak hour;
- El Camino Real/Flashner Lane (TWSC), northbound approach expected to operate at LOS D during the p.m. peak hour;
- El Camino Real/O'Neill Avenue (Signalized), expected to operate at LOS C during the p.m. peak hour;
- El Camino Real/Harbor Boulevard (North) (Signalized), expected to operate at LOS D during the p.m. peak hour;

- El Camino Real/Waltermire Street would cause the Peak Hour traffic signal warrant to be met;

- Old County Road/O'Neill Avenue (TWSC), westbound approach expected to operate at LOS C during the a.m. peak hour and at LOS D during the a.m. peak hour; and

- Old County Road/Harbor Boulevard (Signalized), expected to operate at LOS D during the a.m. peak hour and at LOS E during the p.m. peak hour.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.12-132 are hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure 4.12-1c, 4.12-1n, 4.12-1o

(3) Finding. Mitigation is not feasible at the intersections of Ralston Ave/SR-92 WB Ramps, Ralston Ave/ Alameda de las Pulgas, Ralston Avenue/Notre Dame University Road, Ralston Avenue/Sixth Avenue, Ralston Avenue/El Camino Real, Ralston Avenue/Old County Road, Alameda de las Pulgas/Chula Vista Drive, El Camino Real/O'Neill Avenue, El Camino Real/Harbor Boulevard, or Old County Road/Harbor Boulevard due to right-of-way constraints and would conflict with policies within the Ralston Avenue Corridor Study and Improvement Plan, the City's Complete Streets initiatives, the General Plan vision and policy directives for safe and efficient active transportation. In addition, mitigation is not feasible at the intersection of El Camino Real/Flashner Lane because the installation of a traffic signal would require removal of a medial island along El Camino Real and approval from Caltrans. Mitigation is not feasible at Old County Road/O'Neill Avenue because the additional of new turn lanes would increase the pedestrian crossing distance adjacent to the planned Caltrain undercrossing at O'Neill Avenue. In addition, the installation of turn lanes or additional through lanes is not feasible because it would require the acquisition of substantial new rights-of-way and widen streets in conflict with other Project policies.

The installation of a traffic signal and conversion of the existing left-most lane west of the intersection to a pedestrian island would cause the intersection of Ralston Avenue/Chula Vista Drive to operate at acceptable levels. The installation of a traffic signal would cause the intersection of El Camino Real/Waltermire Street to operate at acceptable levels. The incorporation of all feasible mitigation would reduce impacts at some intersections to a less than significant level, however, it is not possible to mitigate impacts at all the identified intersections. Therefore, the Project's impact would remain ***significant and unavoidable.***

ii. Impact 4.12-2. Buildout of the proposed Project would cause roadway segment operations to fall below C/CAG's established level of service standards.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-164 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, traffic volumes along El Camino Real's roadway segments north and south of Ralston Avenue exceed the threshold for significance for CMP arterial roadway segments.

(2) Mitigation Measure. Mitigation Measure 4.12-2 would require the addition of additional travel lanes along the El Camino Real corridor.

(3) Finding. Mitigation Measure 4.12-2 is not feasible because it would require the acquisition of substantial new rights-of-way and widen streets in conflict with policies within the Ralston Avenue Corridor Study and Improvement Plan, the City's Complete Streets initiatives, the General Plan vision and policy directives for safe and efficient active transportation. Therefore, the impact would remain ***significant and unavoidable.***

iii. Impact 4.12-3. The proposed Project would cause freeway segment operations to fall below C/CAG's established levels.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-167 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, traffic volumes on freeway segments in the Project area would exceed C/CAG's threshold for significance for freeway operations.

(2) Mitigation Measure. Mitigation Measure 4.12-3 would require the addition of additional travel lanes on freeways in the Project area.

(3) Finding. Mitigation Measure 4.12-3 is not feasible because it would require the acquisition of substantial new rights-of-way and widen freeways in conflict with policies within the Ralston Avenue Corridor Study and Improvement Plan, the City's Complete Streets initiatives, the General Plan vision and policy directives for safe and efficient active transportation. Therefore, the impact would remain ***significant and unavoidable.***

iv. Impact 4.12-9. Adoption and implementation of the policies in the proposed Project would not result in inadequate emergency access.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.12-175 of the Draft EIR. With projected traffic volumes associated with development permitted under the Project, increased congestion on roadways in the Project area could affect emergency vehicle response times, particularly during AM and PM peak hours.

(2) Mitigation Measure. The following mitigation measure as discussed in the Draft EIR at page 4.12-175 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure 12-9: Signal Priority and Passing Priority.

(3) Finding.

Under Mitigation Measure 12-9 and state law, the use of the emergency vehicles' sirens to give such vehicles passing priority and the use of the emergency vehicles' signal priority preemption equipment to turn traffic signals red to stop traffic to allow the emergency vehicles to pass through the intersection would reduce the severity of this impact; however, the precise effect of Mitigation Measure 12-9 cannot be accurately quantified due to the unknown frequency of emergency calls and the varying nature of drivers' compliance with siren priority laws. Therefore, the impact is assumed to remain ***significant and unavoidable.***

f. *Utilities.*

i. Impact 4.13-2. Development under the Proposed Project would not require or result in the construction of new water or wastewater treatment facilities or the expansion of existing facilities, the construction of which could cause significant environmental effects.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.13-32 of the Draft EIR. Implementation of the Project would result in future residential, commercial, and industrial land uses in the City, resulting in additional population that would generate additional demand for water and wastewater services, and therefore, an increased demand for water provision and wastewater collection, conveyance, and treatment services over currently established levels.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.13-35 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure UTIL-1: Require water line upsizing
- Mitigation Measure UTIL-2: Require sewer line upsizing
- Mitigation Measure UTIL-3: Require upsizing of Shoreway Pump Station

(3) Finding. As development intensification occurs throughout the BVSP area, upgrades from 6-inch to 8-inch water lines will be required along Old County Road between Masonic Way and Harbor Boulevard, along Ralston Avenue between Old County Road and Elmer Street, along Sixth Avenue between Hill Street and O'Neill Avenue, and along O'Neill Avenue between Sixth Avenue and El Camino Real. In addition, approximately 1,675 feet of sewer lines downstream of the BVSP area and the Shoreway Pump Station will be required to be upsized to accommodate projected growth in the BVSP permitted under the Project. With the incorporation of Mitigation Measures UTIL-1, UTIL-2, and UTIL-3, the Project's impact would be ***less than significant***.

ii. Impact 4.13-5. Development under the Proposed Project would not result in a determination by the wastewater treatment provider which serves or may serve Belmont that it has inadequate capacity to serve the Proposed Project's projected demand in addition to the provider's existing commitments.

(1) Significant Environmental Effect. This impact is further described beginning at page 4.13-41 of the Draft EIR. Implementation of the Project would result in future residential, commercial, and industrial land uses in the City, resulting in additional population that would generate additional demand for wastewater collection, conveyance, and treatment services over currently established levels.

(2) Mitigation Measures. The following mitigation measures as discussed in the Draft EIR at page 4.13-43 is hereby adopted and shall be implemented as provided in the Mitigation and Monitoring Reporting Program:

- Mitigation Measure UTIL-2: Require sewer line upsizing

- Mitigation Measure UTIL-3: Require upsizing of Shoreway Pump Station

(3) Finding. Approximately 1,675 feet of sewer lines downstream of the BVSP area and the Shoreway Pump Station will be required to be upsized to accommodate projected growth in the BVSP permitted under the Project. With the incorporation of Mitigation Measures UTIL-2 and UTIL-3, the Project's impact would be ***less than significant***.

VI. Summary of Unavoidable Significant Adverse Effects

The following significant adverse effects of the Project with respect to Air Quality, Noise, and Transportation are found to be unavoidable despite the adoption by the City Council of all feasible mitigation measures identified in the Final EIR:

- Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during construction.

- Implementation of the Proposed Project would violate an air quality standard and contribute substantially to an existing or projected air quality violation during operation.

- Implementation of the Proposed Project would result in a cumulatively considerable net increase of a criteria pollutant for which the project region is a nonattainment area for an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors).

- Implementation of the Proposed Project would expose sensitive receptors to substantial pollutant concentrations from new sources of toxic air containments.

- Implementation of the Proposed Project would generate noise levels in excess of standards established in a local general plan or noise ordinance or applicable standards of other agencies during construction.

- Implementation of the Proposed Project would generate excessive groundborne vibration or groundborne noise levels during construction.

- Implementation of the Proposed Project would result in a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

- Buildout of the Proposed Project would cause intersections to fall below the established significance criteria for the City of Belmont and C/CAG for intersection operation.

- Buildout of the proposed Project would cause roadway segment operations to fall below C/CAG's established level of service standards.

- The proposed Project would cause freeway segment operations to fall below C/CAG's established levels.

- Adoption and implementation of the policies in the proposed Project would not result in inadequate emergency access.

VII. Project Alternatives

Section 15126.6(f) of the CEQA Guidelines requires that an EIR include a "reasonable range of alternatives to the project, or to the location of the project, which would avoid or substantially lessen any significant effects of the project." Based on the analysis in the EIR, the Project would be expected to result in significant and unavoidable impacts to Air Quality, Noise, and Transportation. The EIR alternatives were designed to avoid or reduce these significant unavoidable impacts, and to further reduce impacts that were found to be less than significant.

Two alternatives were analyzed in the EIR, each of which are summarized below and described in more detail in Chapter 5 of the Draft EIR. Specifically, the EIR analyzed Alternative 1: Jobs/Housing Balance and Alternative 2: the No Project Alternative.

The City Council has reviewed the significant impacts associated with the reasonable range of alternatives as compared to the Project, and in evaluating the alternatives has also considered each alternative's feasibility, taking into account a range of economic, environmental, social, legal, and other factors. In evaluating the alternatives, the City Council has also considered the important factors listed in the Statement of Overriding Considerations listed in Section VIII of these Findings, below.

a. *Alternative 1: Jobs/Housing Balance.*

This alternative was designed to provide a more balanced jobs/housing ratio, representing a more even balance between commercial and residential development, in Belmont both in total and by neighborhood (where possible), which in turn has the potential to reduce total vehicle miles traveled by allowing more residents to have the opportunity to live closer to retail and commercial destinations. A better match between commercial and residential land uses is achieved relative to the Proposed Project in part through two additional mixed-use nodes (outside of the BVSP Area) along Ralston Avenue, and more housing within close proximity to Notre Dame de Namur

University (NDNU). Within the BVSP Area, more intense mixed use housing opportunities are created throughout the district, and a "live/work" land use designation is also introduced and applied to a cluster of parcels east of the Caltrain tracks and south of Ralston Avenue. These changes in total result in potential for a more even balance of residential to commercial development in the BVSP Area than the Proposed Project.

i. Finding: Specific economic, legal, social, technological, and other considerations make infeasible this alternative, and the Jobs/Housing Balance Alternative is less desirable than the Project and is rejected for the following reasons:

- The Jobs/Housing Balance Alternative would fail to meet some of the City's key Project objectives listed in Section II of these Findings.

- The Jobs/Housing Balance Alternative would not preserve the character and enhance the quality of Belmont's residential neighborhoods to the same extent as the Project, because it would allow new development styles in more locations than under the proposed Project.

- By promoting less centralized growth than under the Project, the Jobs/Housing Balance Alternative may interfere with efforts to enhance the Belmont Village because projects in Belmont Village would have to compete with projects in other areas of the City.

- Although this alternative would result in a General Plan Update that achieves compliance with all applicable state laws and regulations, it would not result in a General Plan that reflects the goals and aspirations of the community through the year 2035 to the same extent as the Project.

- The Jobs/Housing Balance Alternative would result in similar impacts to those in the Proposed Project for aesthetics; biological resources; cultural resources; geology, soils, and seismicity; hazards and hazardous materials; hydrology, flooding, and water quality; and public services and recreation.

- However, the higher population supported by the Jobs/Housing Balance Alternative in comparison to the Proposed Project would produce greater impacts in relation to population-related externalities such as police and fire services, schools, and demand for water supply and wastewater services.

- The longer construction duration of the Jobs/Housing Balance Alternative required to accommodate the additional development it permits would produce greater impacts related to noise as compared to the Project.

- The Jobs/Housing Balance Alternative would not reduce any of the Project's significant and unavoidable impacts to a less than significant level. All impacts that are significant and unavoidable under the Project would remain significant and unavoidable under this alternative.

b. *Alternative 2: the No Project Alternative.*

The No Project scenario represents the continuation of the current General Plan (last updated in 1982) and Downtown Specific Plan (adopted in 1990 and amended in 1995) land use designations, with no Climate Action Plan in effect. It assumes that the existing General Plan, Zoning Ordinance, and Downtown Specific Plan would continue to guide development in the Planning Area until buildout in 2035. In relationship to the Proposed Project, the No Project Alternative: has different land uses; densities/intensities are lower, and mixed-use development and development of centers and walkable communities is not promoted to the level in the Proposed Project; is based on a different set of core values/goals and objectives; has lower residential capacity; and has reduced alternate modes of transportation, connectivity, and street capacity.

i. Finding: Specific economic, legal, social, technological, and other considerations make infeasible this alternative, and the No Project Alternative is less desirable than the Project and is rejected for the following reasons:

- The No Project Alternative would fail to meet most of the City's key Project objectives listed in Section II of these Findings.

- The No Project Alternative would not enhance the Belmont Village or develop a distinct identify for the area as Belmont's vibrant town center for residents and visitors with commercial, residential, dining, civic, cultural, and entertainment activities.

- The No Project Alternative would not promote opportunities for continued economic growth and vitality in Belmont or result in wider shopping and dining opportunities for residents.

- The No Project Alternative would not provide areas for diverse employment and business opportunities to promote diversity in Belmont's economic base.

- The No Project Alternative would not include the transportation and infrastructure improvements that would occur under the proposed Project and it would not ensure adequate provision of community-serving facilities such as recreation facilities, child daycare facilities, places of worship, schools and other educational institutions, and schools to serve current and future residents.

- The No Project Alternative would not pursue annexation of the Harbor Industrial Area (HIA) and bring it into the Belmont city limits.

- The No Project Alternative would not yield an updated General Plan that reflects the community's goals or that complies with current state laws and regulations.

- The No Project Alternative would not yield a specific plan for the Belmont Village to promote and facilitate development of a vibrant downtown that serves as the City's shopping, employment, activity, and community center.

- The No Project Alternative would not yield a Climate Action Plan to increase municipal, residential, and commercial energy efficiency, renewable energy, efficient water use, and green building or reduce emissions from transportation through efficient land use, alternate modes of transportation, and operational innovations.

c. *Environmentally Superior Alternative.* As discussed above and in Section 5.4 of the Draft EIR, Alternative 2: the No Project Alternative was identified as the environmentally superior alternative to the Project that would avoid or substantially lessen, to the greatest extent, the environmental impacts associated with the Project.

The No Project Alternative is environmentally superior to the Project and the Jobs/Housing Balance Alternative because it permits less development overall. Specifically, the No Project Alternative would reduce the Project's significant and avoidable impacts regarding air quality and noise. Despite these benefits, the No Project Alternative would result in greater impacts than the Project with respect to aesthetics; energy, GHGs, and climate change; hazards and hazardous materials; and land use, housing, and population. Most notable is the topical area of land use, housing, and population, which has a less than significant impact in the Proposed Project, but would have a significant impact under the No Project Alternative due to its conflicts with Plan Bay Area 2040. However, reduced development intensity under the No Project Alternative would fail to achieve most of the City's key Project objectives, as discussed in more detail above.

Under CEQA Guidelines Section 15126.6(e)(2), when the "no project" alternative is environmentally superior, another alternative must also be considered. Alternative 1 would support more housing and fewer jobs than the Project, which would contribute to additional VMT reductions at the TAZ level in areas of high density mixed use, which are proposed in greater numbers under Alternative 1 than under the Project. Accordingly, Alternative 1 decreases VMT per service population relative to both the Proposed Project and the No Project Alternative by reducing trip lengths and the number of daily trips per service population, and would result in increased pedestrian/bicycle activity and transit ridership. However, increased development intensity in more dispersed locations under Alternative 1 would fail to achieve some of the City's key Project objectives, as discussed in more detail above.

i. Finding. After consideration of this reasonable range of identified alternatives to the Project, the City Council finds that none can achieve the goals and objectives set forth in the Project, and that because of each alternative's inability to achieve one or more of such goals and objectives, each identified alternative is rejected as being infeasible, as described above. The alternatives to the Project fundamentally fail to achieve the comprehensive goals and objectives for the Project and related City plans and policies, and as such are deemed infeasible.

VIII. Statement of Overriding Considerations

In approving the Project, the City Council makes the following Statement of Overriding Considerations in support of its findings on the EIR. The City Council has considered the information contained in the EIR and all other public comments, responses to comments, and accompanying technical memoranda and staff reports included in the public record.

The City Council has carefully balanced the benefits of the Project against any adverse impacts identified in the EIR that could not be feasibly mitigated to a less than significant level. Notwithstanding the identification and analysis of impacts that are identified in the EIR as being significant and which have not been eliminated, lessened or mitigated to a level of insignificance, the City Council, acting pursuant to CEQA Guidelines Section 15092 and 15093, hereby determines that remaining significant effects on the environment found to be unavoidable in Section VI above, are acceptable due to overriding concerns described below. Specifically, the benefits of the Project outweigh the unmitigated adverse impacts and the Project should be approved.

Based on the objectives identified in the proposed Project, and through extensive public participation, the City Council has determined that the Project should be approved, and any remaining unmitigated environmental impacts attributable to the Project are outweighed by the following specific environmental, economic, fiscal, social, housing and other overriding considerations, each one being a separate and independent basis upon which to approve the Project. Substantial evidence in the record demonstrates the City would derive the following benefits from adoption and implementation of the Project:

The Project is the product of an extensive outreach effort conduct by the City throughout the planning process. The engagement process for the Project was developed to involve as diverse a group of residents and stakeholders as possible, and stakeholders from throughout the community worked together to make recommendations on how to best balance the City's needs, and the Project reflects this community effort.

The Project includes a General Plan and Phase I Zoning scheme that focuses new development in downtown Belmont, leaving the majority of the City unchanged. This plan for the City's future growth will help preserve Belmont's small-town ambiance in the City's built-out and established residential neighborhoods and prevent significant new development from occurring in the hills or other preservation areas within the City.

The Project includes policies and programs to promote mobility for bicyclists, walkers, and other non-drivers that will improve safety. In addition, the street designs promoted in the BVSP will help create a lively and attractive public realm in Belmont Village.

The Project permits development that will contribute to fiscal security for Belmont, which will permit the community to maintain its investment in school, library, arts, and other programs that facilitate lifelong learning.

Both the General Plan and the BVSP promote the development of Belmont's town center as the heart of the community's civic and economic life, with land use designations to promote a mix of business and residential opportunities that fit with the community's character.

Critically, the BVSP identifies public capital improvements and public services that will encourage private reinvestment in the area to support and promote infill development that serves Belmont's residential and employment populations.

The Project incorporates all feasible mitigation measures to reduce potential environmental impacts to the greatest extent feasible. No feasible mitigation measures or alternatives have been identified to mitigate the remaining significant and unavoidable adverse effects of the Project.

Based on the detailed findings made above, the City Council hereby finds that economic and social considerations outweigh the remaining environmental effects of approval and implementation of the Project, and the City Council hereby concludes that the Project should be approved.

IX. Mitigation Monitoring and Reporting Program

The MMRP sets forth specific monitoring actions, timing requirements and monitoring/verification entities for each mitigation measure adopted in these Findings, in compliance with Public Resources Code Section 21081.6(a)(1) and CEQA Guidelines Section 15097. The City Council hereby adopts the MMRP and determines that compliance with the MMRP is a condition of approval of the Project.

X. Modifications to Project and EIR

a. *Modifications within the Final EIR*

In the course of responding to comments received during the public review and comment period on the Draft EIR, some modifications have been made and some new information amplifying and clarifying information has been added to the Final EIR. The City has analyzed the modifications in the Final EIR and has assessed whether those modifications trigger the thresholds for recirculation as identified in Public Resources Code Section 21092.1 and in Section 15088.5 of the CEQA Guidelines.

The Project as reviewed in the Final EIR will not result in any significant environmental impacts not identified in the Draft EIR or result in a substantial increase in the severity of a significant environmental impact identified in the Draft EIR, nor will any modifications to the mitigation measures result in new significant impacts. No additional feasible Project alternative or mitigation measure considerably different from others analyzed in the Draft EIR has been identified that would clearly lessen the environmental impacts of the Project. The City Council hereby determines, based on the standards provided in Public Resources Code Section 21092.1 and Section 15088.5 of the CEQA Guidelines, that recirculation of the EIR is not required prior to approval of the Project.

b. *Modifications to the Project Subsequent to Certification of the EIR*

In addition to the changes noted in the Final EIR, the City has incorporated a number of changes into the Project since it certified the EIR on October 24, 2017. The majority of these changes are minor corrections, clarifying edits, or additional background information that amplifies analysis already incorporated into the EIR. None of these minor changes to the Project have the potential to affect the Project's environmental impacts; accordingly, subsequent environmental review is not required under CEQA Guidelines Section 15162 as a result of these minor modifications.

A limited number of Project modifications require minor revisions to the EIR, and the following modifications are made by this reference:

i. Draft EIR page 3-16:

Belmont Village Mixed Use (Floor Area Ratio, or Base FAR, 2.0; Maximum FAR 2.5 with additional community benefits~~45 du/ac~~). The Belmont Village Mixed Use land use designation applies to all parcels in the Belmont Village Priority Development Area (PDA) and is intended to promote a pedestrian-oriented, mixed-use core in Downtown Belmont. The details for the Belmont Village PDA, including the precise mix of uses, are provided in the Belmont Village PDA Specific Plan. The Belmont Village Mixed Use designation allows for residential uses, as well as retail, service, office, and entertainment uses, where appropriate, in a vertical and/or horizontal mixed-use setting. Small- and medium-sized retail uses are encouraged in the Village, focusing on meeting neighborhood and community needs; as well as unique specialty shops that attract locals and visitors alike. The maximum base FAR in the Belmont Village Mixed Use designation is 2.0 ~~and the maximum residential density is 45 du/ac~~. If a public benefits zoning ordinance is adopted that requires greater proportional public benefits than would be required for projects up to a FAR of 2.0 ~~45 du/ac~~, then projects may build to a maximum FAR of 2.5 ~~and a maximum residential density of 60 du/ac~~.

ii. Draft EIR Page 4.12-172

Policy 3.2-2. Look for ways to partner with ride-sharing services as a means to ~~reduce single-occupancy vehicle trips,~~ reduce the need for car ownership and cover service gaps in the public transportation system.

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Policy 3.7-1. Ensure that adequate transit service facilities are provided in Belmont, including ~~bus turn-outs along arterials~~ roadway geometry or traffic operations improvements when needed, and bus stop amenities including, but not limited to, lighted shelters, benches, and route information signs.

iii. Draft EIR Page 4.12-173

Policy 3.7-6. Support improvement and frequency of north-south mass transit service, while minimizing community impacts, by advocating for increased service at the Belmont Caltrain station as systemwide improvements are made, and working with SamTrans to implement service improvements (such as transit signal priority and rapid bus service) on El Camino Real.

Policy 3.7-8. Support the California High Speed Rail Authority in the goal to bring high speed rail to the San Francisco Peninsula, while minimizing the community impacts of any potential railway infrastructure improvements.

c. *Findings*

The City Council finds, based on substantial evidence in the record, that that none of the events described in Section 15162 requiring the preparation of a subsequent EIR or negative declaration have occurred:

- As analyzed above, the Project modifications do not consist of substantial changes and do not require major revisions to the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This is supported by the fact that the Project modifications consist only of minor changes or amendments; because the Project does not include material changes, there are no changes that would require substantial revisions to the EIR.

- No substantial changes have occurred with respect to the circumstances under which the Project is to be undertaken that will require major revisions of the EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. This is supported by the fact that the EIR was certified on October 24, 2017, only three weeks before the Project is being considered, and the circumstances surrounding the implementation of the Project are substantially similar to when the EIR was certified.

- No new information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the EIR was certified, shows that:

    - The Project will have one or more significant effects not discussed in the EIR, or

    - Significant effects previously examined will be substantially more severe than shown in the EIR, or

    - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the EIR, but the project proponents decline to adopt the mitigation measures or alternative, or

    - Mitigation measures or alternatives that are considerably different from those analyzed in the EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative. This is supported by the fact that no new information, let alone new information of substantial importance, has been added to the record regarding the Project or the EIR.

Based upon the testimony and information presented at the hearing and upon review and consideration of the environmental documentation provided, the City Council, exercising its independent judgment and analysis, finds that the Project falls within the environmental parameters analyzed in the EIR, and that the Project would not result in any new significant environmental effects or a substantial increase in the severity of any previously identified effects beyond those disclosed and analyzed in the EIR certified by City Council nor would new mitigation be required for the Project.

XI. Filing Notice of Determination

The City Council hereby directs the Planning Division to file a Notice of Determination regarding the approval of the Project within five (5) business days of adoption of this resolution.

XII. Severability

If any term, provision, or portion of these Findings or the application of these Findings to a particular situation is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of these Findings, or their application to other actions related to the project, shall continue in full force and effect unless amended or modified by the City.

XIII. Incorporation by Reference

These findings incorporate the text of the EIR for the project, including the MMRP, City staff reports relating to the project and other documents relating to public hearings on the project, by reference, in their entirety. Without limitation, this incorporation is intended to elaborate on the scope and nature of mitigation measures, project and cumulative impacts, the basis for determining the significance of impacts, the comparison of the alternatives to the project, the determination of the environmentally superior alternative, and the reasons for approving the project.

EXHIBIT B

Mitigation Monitoring and Reporting Program

for the

FINAL ENVIRONMENTAL IMPACT REPORT

SCH No. 2016082075

Belmont 2035 General Plan

Phase I Zoning

Belmont Village Specific Plan

Belmont Village Zoning

Climate Action Plan

November 2017

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1 Purpose

Section 21081.6 to the State of California Public Resources Code requires a lead or responsible agency that approves or carries out a project where an Environmental Impact Report (EIR) has identified significant environmental effects to adopt a "reporting or monitoring program for adopted or required changes to mitigate or avoid significant environmental effects." The City of Belmont (the "City") is the lead agency for the EIR for the Belmont General Plan, Phase I Zoning Regulations, and Belmont Village Specific Plan, Belmont Village Zoning, and Climate Action Plan (collectively referred to as the Proposed Project), SCH No. 2016082075, and therefore is responsible for implementation of the mitigation monitoring and reporting program. An EIR has been prepared for the Proposed Project that addresses potential environmental impacts and, where appropriate, recommends measures to mitigate these impacts.

The Mitigation Monitoring and Reporting Program (MMRP) has been prepared in conformance with CEQA Guidelines Section 21081.6. It is the intent of this program to:

1. Verify satisfaction of the required mitigation measures of the EIR;
2. Provide a methodology to document implementation of the required mitigation;
3. Provide a record of the monitoring program;
4. Identify monitoring responsibility;
5. Establish administrative procedures for the clearance of mitigation measures;
6. Establish the frequency and duration of monitoring; and
7. Utilize existing review processes wherever feasible.

The MMRP describes the procedures that will be used to implement the mitigation measures adopted in connection with the approval of the Proposed Project and the methods of monitoring such actions. A monitoring program is necessary only for impacts which would be significant if not mitigated.

If, during the course of project implementation, any of the mitigation measures identified cannot be successfully implemented, the City shall immediately inform any affected responsible agencies. The City, in conjunction with any affected responsible agencies, will then determine if modification to the project is required, and/or whether alternative mitigation is appropriate.

The following consists of a monitoring program table noting the responsible entity for mitigation monitoring, the timing, and a list of all project-related mitigation measures.

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2 Mitigation Monitoring and Reporting Plan

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
Air Quality					
AQ-1	**Require Tier 4 engines on Construction Equipment.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to further reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on an EPA-approved Tier 4 or newer engine. Exemptions can be made for specialized equipment where Tier 4 engines are not commercially available within 200 miles of the project site. The construction contract must identify these pieces of equipment, document their unavailability, and ensure that they operate on no less than an EPA- approved Tier 3 engine. ARB regulations will result in the percentage of Tier 4 engines increasing over the next several years.	Project applicant shall submit data from contractor	Prior to issuance of grading and construction permits	Construction contractor and City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
AQ-2	**Require Construction Fleet to Use Renewable Diesel.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related exhaust emissions by ensuring that all off-road equipment greater than 50 horsepower (hp) and operating for more than 20 total hours over the entire duration of construction activities shall operate on renewable diesel (such as Diesel high performance renewable). Renewable diesel is currently commercially available in San Francisco Bay Area.	Project applicant shall submit data from contractor	Prior to issuance of grading and construction permits	Construction contractor and City of Belmont Community Development Department	
AQ-3	**Require Low-VOC Coatings during Construction.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive ROG emissions by ensuring that low-VOC coatings that have a VOC content of 10 grams/liter (g/L) or less are used during construction. The project applicant will submit evidence of the use of low-VOC coatings to BAAQMD prior to the start of construction.	Project applicant shall submit data to City of Belmont and BAAQMD	Prior to discretionary project approval	City of Belmont Community Development Department	
AQ-4	**Require Fugitive Dust Best Management Practices.** All applicants proposing development of projects within Belmont shall require their contractors, as a condition of contract, to reduce construction-related fugitive dust by implementing BAAQMD's basic control	Project applicant shall submit data from contractor	Prior to issuance of grading permit	Construction contractor and City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
	measures at all construction and staging areas. The following measures are based on BAAQMD's current CEQA guidelines. • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and un- paved access roads) will be watered two times per day. • All haul trucks transporting soil, sand, or other loose material offsite will be covered. • All visible mud or dirt track-out onto adjacent public roads will be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited. • All vehicle speeds on unpaved roads, driveways, or driving surfaces shall be limited to 15 mph. • All roadways, driveways, and sidewalks to be paved will be completed as soon as possible. Building pads will be laid as soon as possible after grading unless seeding or soil binders are used. • Post a publicly visible sign with the telephone number and the name of the person to contact at the lead agency regarding dust complaints. This person will respond and take corrective action within 48 hours. The phone number of the District will also be visible to ensure compliance.				
AQ-5	**Promote Green Consumer Products.** For all projects developed within the Planning Area, developer(s) shall provide education for residential and commercial tenants	Project applicant shall submit planned electronic correspondence	Prior to receipt of certificate of final occupancy	City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
	concerning green consumer products. Prior to receipt of any certificate of final occupancy, the project sponsors shall work with the City of Belmont to develop electronic correspondence to be distributed by email to new residential and commercial tenants that encourages the purchase of consumer products that generate lower than typical VOC emissions. Examples of green products may include low-VOC architectural coatings, cleaning supplies, and consumer products, as well as alternatively fueled landscaping equipment.				
AQ-6	**Require Future Projects Located within 1,000 Feet of Receptors Perform a Construction Health Risk Assessment.** All applicants proposing development of projects within 1,000 feet of existing sensitive receptors, as defined by the Bay Area Air Quality Management District (BAAQMD), shall prepare a site-specific construction health risk assessment (HRA). If the HRA demonstrates, to the satisfaction of the City, that the health risk exposures for adjacent receptors will be less than BAAQMD project-level thresholds, then additional mitigation would be un-necessary. However, if the HRA demonstrates that health risks would exceed BAAQMD project- level thresholds, additional feasible on- and offsite mitigation shall be analyzed by the applicant to help reduce risks to the greatest extent practicable.	Project applicant shall prepare site-specific construction health risk assessment	Prior to discretionary project approval	City of Belmont Community Development Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
Cultural Resources					
CULT-1	**Require façade maintenance of the Firehouse Building.** Any approved project development that involves physical changes to the Firehouse Building will be required to maintain the recognizable portion of the existing structure's Spanish façade and integrate it into the new structure with complementary architecture.	Project applicant shall submit architectural plans and renderings	Prior to discretionary project approval	City of Belmont Community Development Department	
CULT-2	**Require historical signage at Firehouse Square.** Any approved project development that involves physical changes to the Firehouse Building will be required to include detailed signage with historical information for residents, employees, and passers-by about the old Firehouse.	Project applicant shall submit architectural plans and renderings	Prior to discretionary project approval	City of Belmont Community Development Department	
Transportation					
4.12-1c	**Ralston Avenue/Chula Vista Drive**. • Install a traffic signal • Convert the existing westbound merge (left-most) lane west of the intersection to a pedestrian refuge island, as described in the Ralston Avenue Corridor Study and Improvement Plan.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
4.12-1d	**Ralston Avenue/Notre Dame University Road**. • Install a traffic signal instead of a roundabout • Convert the existing eastbound merge (left-most) lane west of the intersection to a pedestrian refuge island, as described in the Ralston Avenue Corridor Study and Improvement Plan	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department	
4.12-1f	**Ralston Avenue/El Camino Real.** • Modify the traffic signal to include a westbound right-turn overlap phase.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department	
4.12-1j	**El Camino Real/O'Neill Avenue**. • Modify the traffic signal to include a northbound right-turn overlap phase.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that	Prior to discretionary project approval	City of Belmont Public Works Department.	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
		includes this intersection			
4.12-1k	**El Camino Real/Harbor Boulevard (North).** • Modify the traffic signal to include a westbound right-turn overlap phase.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department.	
4.12-1n	Same as 4.12-1c				
4.12-1o	**Old County Road and Harbor Boulevard.** • Install a traffic signal.	Project applicants shall contribute proportionate share payments towards this improvement, or pay the required traffic impact fee should an impact fee program be established that includes this intersection	Prior to discretionary project approval	City of Belmont Public Works Department.	
Utilities					
UTIL-1	**Require water line upsizing.** As development intensification occurs throughout the BVSP Area, upgrades from 6-inch to 8-inch water lines will be required as necessary. The existing water lines in the	Project applicants shall secure verification that water service can be provided. As	Water system capacity shall be verified prior to issuance of grading permits for	City of Belmont Public Works Department and Community Development	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
	BVSP Area are displayed in Figure 4.13-2, and planned improvements are displayed in Figure 4.13-3. Lines that are anticipated to need upgrades include the 6-inch lines along Old County Road between Masonic Way and Harbor Boulevard, along Ralston Avenue between Old County Road and Elmer Street, along Sixth Avenue between Hill Street and O'Neill Avenue, and along O'Neill Avenue between Sixth Avenue and El Camino Real. The physical improvements will be subject to project-level environmental review as needed.	projects are built in accordance with the Specific Plan, City of Belmont Public Works in conjunction with Mid-Peninsula Water District shall monitor system capacity and construct necessary upgrades over time.	individual projects. Ongoing study and monitoring of the BVSP Area water infrastructure shall be performed by the Public Works Department and Mid-Peninsula Water District.	Department; Mid-Peninsula Water District	
UTIL-2	**Require sewer line upsizing.** As development intensification occurs throughout the BVSP Area, approximately 1,675 feet of sewer lines downstream of the BVSP Area will be required to be upsized as a direct result of growth in the BVSP Area. The existing sewer lines in the BVSP Area are displayed in Figure 4.13-5, and planned improvements are displayed in Figure 4.13-6. Lines that are anticipated to need upgrades lie along Masonic Way and Hiller Street.	Project applicants shall secure verification that sewer service can be provided. As projects are built in accordance with the Specific Plan, City of Belmont Public Works in conjunction with Silicon Valley Clean Water shall monitor system capacity and construct necessary upgrades over time consistent with the City's Sanitary Sewer System Capacity Analysis	Sewer system capacity shall be verified prior to issuance of grading permits for individual projects. Ongoing study and monitoring of the BVSP Area sewer infrastructure shall be performed by the Public Works Department and Silicon Valley Clean Water	City of Belmont Public Works Department and Community Development Department; Silicon Valley Clean Water	

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
		and the Silicon Valley Clean Water Conveyance System Master Plan.			
UTIL-3	**Require upsizing of Shoreway Pump Station.** As development intensification occurs throughout the BVSP Area, the Shoreway Pump Station will be required to be upsized as a direct result of growth in the BVSP Area.	Project applicants shall secure verification that sewer service can be provided. As projects are built in accordance with the Specific Plan, City of Belmont Public Works in conjunction with Silicon Valley Clean Water shall monitor system capacity and construct necessary upgrades to the Shoreway Pump Station over time consistent with the City's Sanitary Sewer System Capacity Analysis and the Silicon Valley Clean Water Conveyance System Master Plan.	Sewer system capacity shall be verified prior to issuance of grading permits for individual projects. Ongoing study and monitoring of the BVSP Area sewer infrastructure shall be performed by the Public Works Department and Silicon Valley Clean Water	City of Belmont Public Works Department and Community Development Department; Silicon Valley Clean Water	
Policies Incorporated into the Project that Reduce Environmental Impacts					

Number	*Mitigation Measure*	*Responsibility for Implementation*	*Timing of Verification*	*Responsibility for Monitoring*	*Verification Record*
The EIR lists numerous policies contained in the General Plan, Belmont Village Specific Plan, and Climate Action Plan that reduce the environmental impacts of the project, in some cases to a level of insignificance. As permitted by CEQA Guidelines Section 15097(b), the monitoring plan for these policies consists of City implementation and enforcement of those policies.		City of Belmont	1. Annually through the annual report on general plan status. 2. As part of the review of each development project and proposed public work.	City of Belmont Community Development Department	1. Annual report on general plan status. 2. As part of findings of approval for individual projects.

CATEGORICAL EXEMPTION PER 2024 CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) STATUTES & GUIDELINES – SECTION 15303

1538 El Camino Real – NUG Retail Cannabis Business

15303. NEW CONSTRUCTION OR CONVERSION OF SMALL STRUCTURES

Class 3 consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure. The numbers of structures described in this section are the maximum allowable on any legal parcel. Examples of this exemption include, but are not limited to:

(a) One single-family residence, or a second dwelling unit in a residential zone. In urbanized areas, up to three single-family residences may be constructed or converted under this exemption.

(b) A duplex or similar multi-family residential structure, totaling no more than four dwelling units. In urbanized areas, this exemption applies to apartments, duplexes and similar structures designed for not more than six dwelling units.

(c) A store, motel, office, restaurant or similar structure not involving the use of significant amounts of hazardous substances, and not exceeding 2500 square feet in floor area. In urbanized areas, the exemption also applies to up to four such commercial buildings not exceeding 10,000 square feet in floor area on sites zoned for such use if not involving the use of significant amounts of hazardous substances where all necessary public services and facilities are available and the surrounding area is not environmentally sensitive.

(d) Water main, sewage, electrical, gas, and other utility extensions, including street improvements, of reasonable length to serve such construction.

(e) Accessory (appurtenant) structures including garages, carports, patios, swimming pools, and fences.

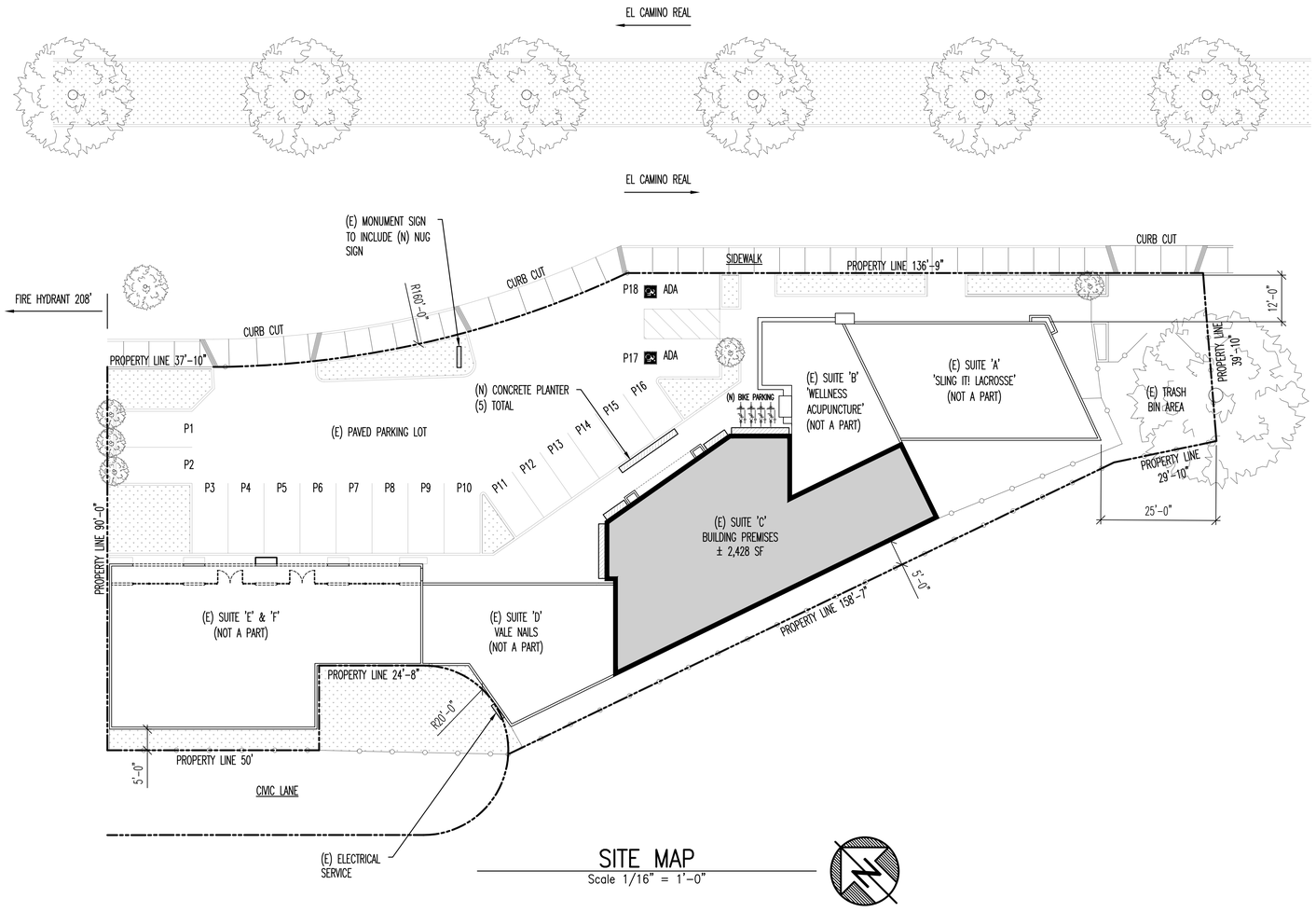
(f) An accessory steam sterilization unit for the treatment of medical waste at a facility occupied by a medical waste generator, provided that the unit is installed and operated in accordance with the Medical Waste Management Act (Section 117600, et seq., of the Health and Safety Code) and accepts no offsite waste.

Note: Authority cited: Section 21083, Public Resources Code; Reference: Sections 21084, Public Resources Code.

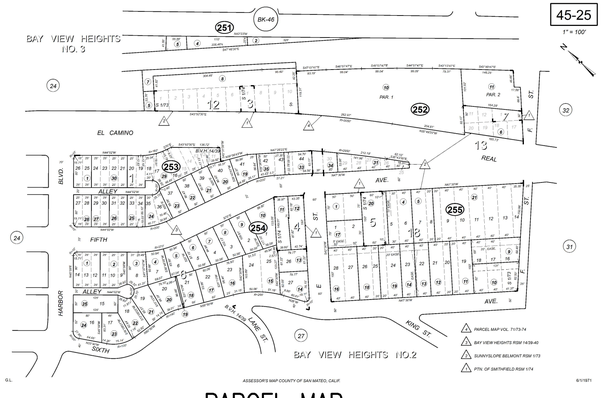
The proposed project, establishment of a proposed Retail Cannabis Business (NUG) at 1538 El Camino Real, will only result in the conversion of existing small structures from one use (vacant former commercial space) to another (retail cannabis business) where only minor modifications are made in the exterior of the structure. As such, the project meets the Categorical Exemption requirements as per Section 15303, Class 3(c).

NUG RETAIL CANNABIS DISPENSARY

1538 EL CAMINO REAL STE C, BELMONT



SITE MAP
Scale 1/16" = 1'-0"



PARCEL MAP
N.T.S.

SCOPE OF WORK
· PROPOSED NEW TENANT IMPROVEMENT FOR A CANNABIS RETAIL DISPENSARY. BUILDING IS EXISTING WITH INTERIOR TENANT IMPROVEMENTS ONLY. NO CHANGE IN USE: EXISTING RETAIL SPACE INTO NEW RETAIL SPACE.
· NO PROPOSED BUILDING ENVELOPE/STRUCTURAL CHANGES.
· NEW NON-BEARING WALL PARTITIONS, CEILING AND WALL FINISHES, CASEWORK, COUNTERS, SHELVING, PLUMBING FIXTURES, AND ELECTRICAL LIGHTING
· NEW HVAC SYSTEM WITH CARBON FILTERS, NO EXHAUST
· MINOR FINISH IMPROVEMENTS (COSMETIC) ON EXTERIOR SURFACE AND NEW SIGNAGE
· ONE EXISTING ADA COMPLIANT BATHROOM TO REMAIN UNCHANGED
· ONE EXISTING ADA COMPLIANT BATHROOM TO BE MODIFIED
· FIVE CONCRETE PLANTER BOXES INSTALLED ALONG FRONT OF TENANT SPACE TO MITIGATE VEHICLES FROM CRASHING THROUGH WALL.

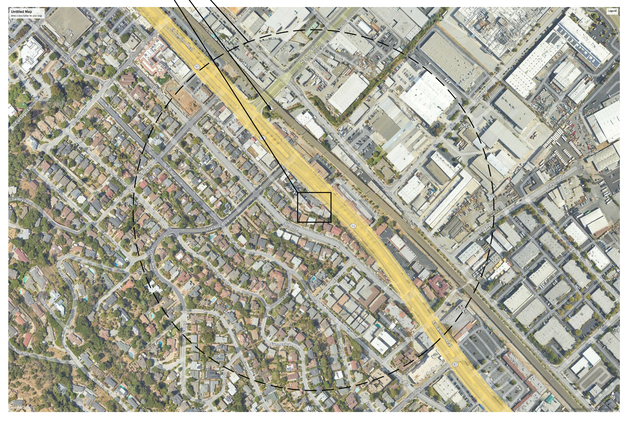
PROJECT DATA	
DISPENSARY ADDRESS	1538 EL CAMINO REAL STE C
APN	045-253-290
OWNER	J & L BELMONT PLAZA LLC
OWNER ADDRESS	843 MALCOM ROAD BURLINGAME, CA 94010
LOT AREA	0.46 ACRE (PER COUNTY RECORD)
CONSTRUCTION TYPE	VB
SPRINKLERS	NO
ZONING	VCMU (VILLAGE CORRIDOR MIXED USE)
EXISTING BUILDING INFORMATION	
BUILDING OCCUPANCY	MERCANITILE (M)
NO. DWELLING UNITS	0
NO. RETAIL UNITS	4
NO. ACCESSORY UNITS	0
TOTAL BUILDING AREA	8,076 SF SF
PARKING SPACES	18
PROPOSED BUILDING INFORMATION	
BUILDING OCCUPANCY	MERCANTILE (M)
NO. DWELLING UNITS	0
NO. RETAIL UNITS	4
TOTAL BUILDING AREA	8,076 SF SF
PARKING SPACES	18
SUITE C TENANT SPACE INFORMATION	
SUITE C OCCUPANCY	CANNABIS MERCANTILE (M)
SUITE C AREA	2,400 SF
SUITE C OCCUPANT LOAD	27 PERSONS

PARKING INFORMATION
18 CAR SPACES PROVIDED (2 ADA COMPLIANT) 3 SHORT TERM BIKE SPACES ON SIDEWALK 6 LONG TERM BIKE SPACES IN PARKING LOT

SIGNAGE AREA CALCULATION
THE CITY OF BELMONT ALLOWS ONE WALL SIGN PER STREET FRONTAGE WITH A MAXIMUM AREA OF 24SQAURE FEET.THE PROPOSED NUG SIGN OVER THE MAIN ENTRANCE IS 12 SQUARE FEET.

APPLICANT INFORMATION	
APPLICANT NAME	NUG CV BLMT LLC
PRIMARY CONTACT	RAJIV J. POTTABATHNI
CONTACT ADDRESS	2601C BLANDING AVENUE STE 408 ALAMEDA, CA 94501

SHEET INDEX	
A-1	VICINITY MAP, SITE MAPS, PROJECT INFO
A-2	EXISTING FLOOR PLAN
A-3	PROPOSED FLOOR PLAN
A-4	ELEVATIONS
A-5	PHOTOS



VICINITY MAP
N.T.S.

BSG ENGINEERING

851 81st Avenue Ste 304
Oakland, California 94621

Ph:415-521-0655
burch@bsg-engineering.com

PROJECT NAME:

NUG RETAIL CANNABIS DISPENSARY

1538 EL CAMINO REAL STE C
BELMONT, CA 94002

STAMP:

LICENSED PROFESSIONAL ENGINEER
BURCH GREENE
C 80752
CIVIL
STATE OF CALIFORNIA

DATES ISSUED:

DATE	DESCRIPTION

REVISIONS:

No.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

DRAWING TITLE:

VICINITY MAP
SITE MAP
PROJECT DATA

SCALE:

DRAWN: CHECKED: BSG

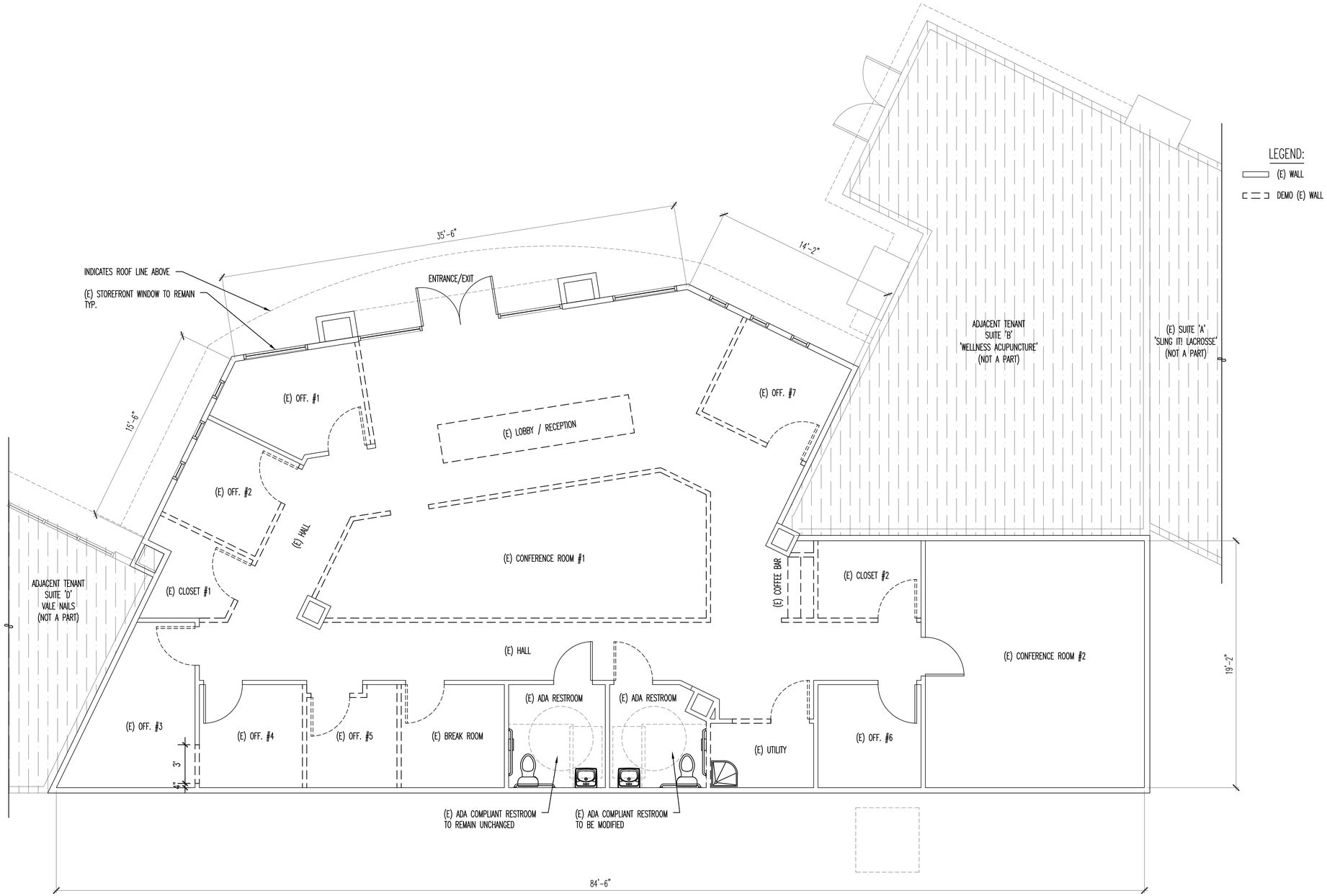
SHEET No.: A-1

PROJECT No.: 225

CAD FILE: 225 BELMONT PLANS

PLOT DATE: 8/26/24

All drawings and written material appearing herein constitute the original and unpublished work of BSG Engineering and the same may not be duplicated, used, or disclosed without the written consent of BSG Engineering.



NOTE: TOTAL AREA APPROX. 2,400 SF

EXISTING FLOOR PLAN
Scale 1/4" = 1'-0"

DEMOLITION NOTES
ALL WALLS PROPOSED FOR DEMOLITION ARE NON LOAD BEARING PARTITION WALLS

BSG ENGINEERING

851 81st Avenue Ste 304
Oakland, California 94607

Ph:415-521-0655
burch@bsg-engineering.com

PROJECT NAME:

NUG RETAIL CANNABIS DISPENSARY

1538 EL CAMINO REAL STE C
BELMONT, CA 94010

STAMP:

LICENSED PROFESSIONAL ENGINEER
BURCH GREENE
C 80752
CIVIL
STATE OF CALIFORNIA

DATES ISSUED:

DATE	DESCRIPTION

REVISIONS:

No.	DATE	DESCRIPTION

DRAWING TITLE:

EXISTING FLOOR PLAN

SCALE:

DRAWN: CHECKED: BSG

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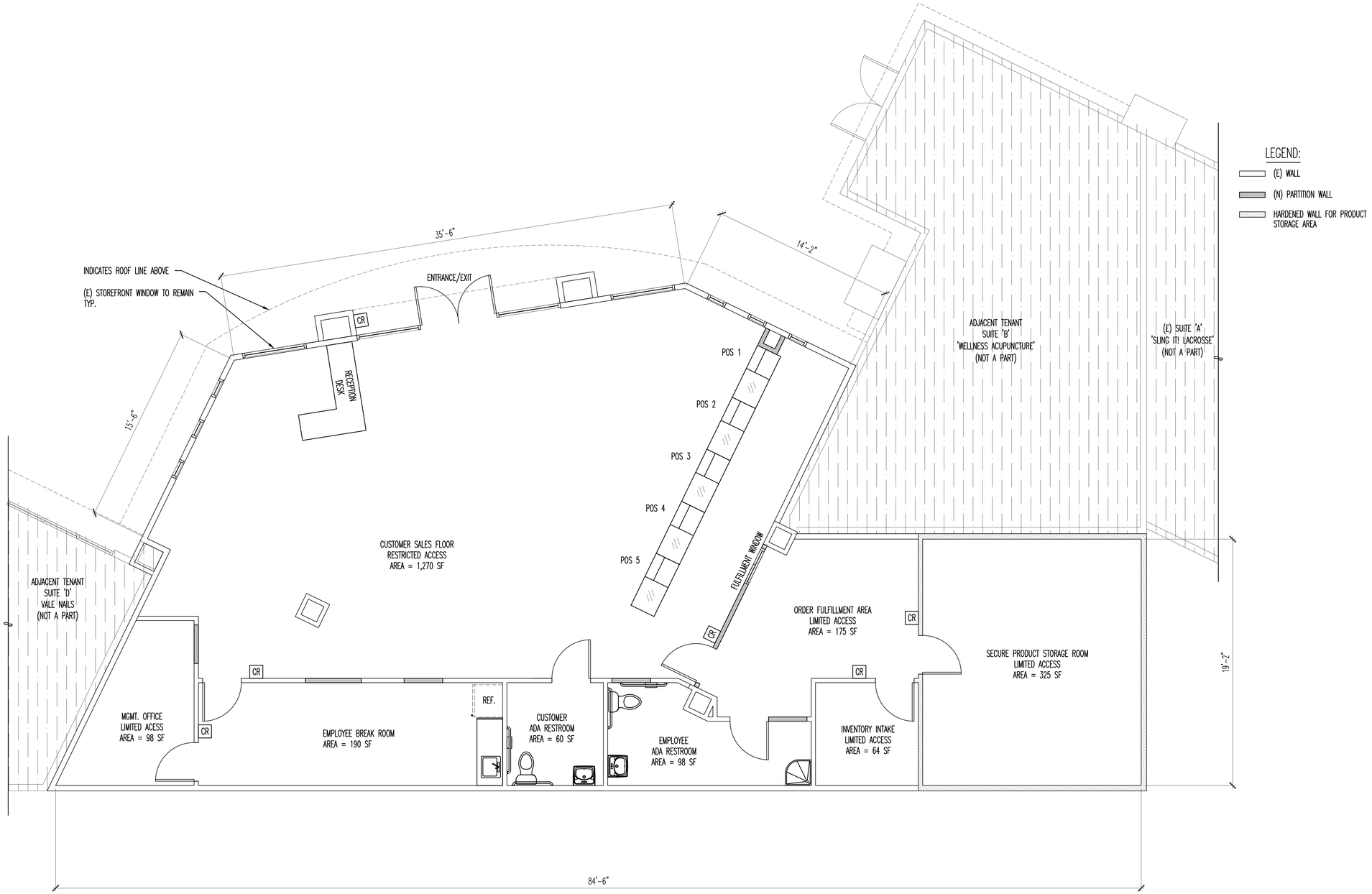
A-2

PROJECT No.: 174

CAD FILE: 1004 B

PLOT DATE: 8/26/24

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NOTE: TOTAL AREA APPROX. 2,400 SF

PROPOSED FLOOR PLAN

Scale 1/4" = 1'-0"

OCCUPANT LOAD CALCULATION				
MERCANTILE OCCUPANT LOAD	=	1,270 SF / 60	=	21 PERSONS
BUSINESS OCCUPANT LOAD	=	527 SF / 100	=	5 PERSONS
STORAGE OCCUPANT LOAD	=	325 SF / 300	=	1 PERSON
TOTAL OCCUPANT LOAD	=	27 PERSONS		

ACCESS NOTES

RESTRICTED AREA(S) ACCESS
VALID IDENTIFICATION FOR AGE VERIFICATION REQUIRED. ONLY QUALIFIED MEDICAL PATIENTS (18 & OVER) WITH CDPH OR PHYSICIAN AUTHORIZATION AND RECREATION/ADULT-USE CUSTOMERS (21 & OVER), EMPLOYEES, AUTHORIZED VENDORS, AND OR LICENSED DISTRIBUTORS (21 & OVER) WITH VISITOR REGISTRATION AND IDENTIFICATION BADGE. (SALES, CHECK-IN, RESTROOM)

LIMITED AREA(S) ACCESS
OWNERSHIP, MANAGEMENT, EMPLOYEES AND CITY/ COUNTY/ STATE OFFICIALS OR COMPANY ADVISORS/ CONSULTANTS WITH VISITOR REGISTRATION AND IDENTIFICATION BADGE. (MGMT OFFICE, BREAK ROOM, SECURE STORAGE, SERVICE COUNTER/ POS AREA)

BSG ENGINEERING

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Oakland, California 94607

Ph:415-521-0655
burch@bsg-engineering.com

PROJECT NAME:

NUG RETAIL CANNABIS DISPENSARY

1538 EL CAMINO REAL STE C
BELMONT, CA 94010

STAMP:

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C 80752
CIVIL
STATE OF CALIFORNIA

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PROPOSED FLOOR PLAN

SCALE:

DRAWN:

CHECKED:
BSG

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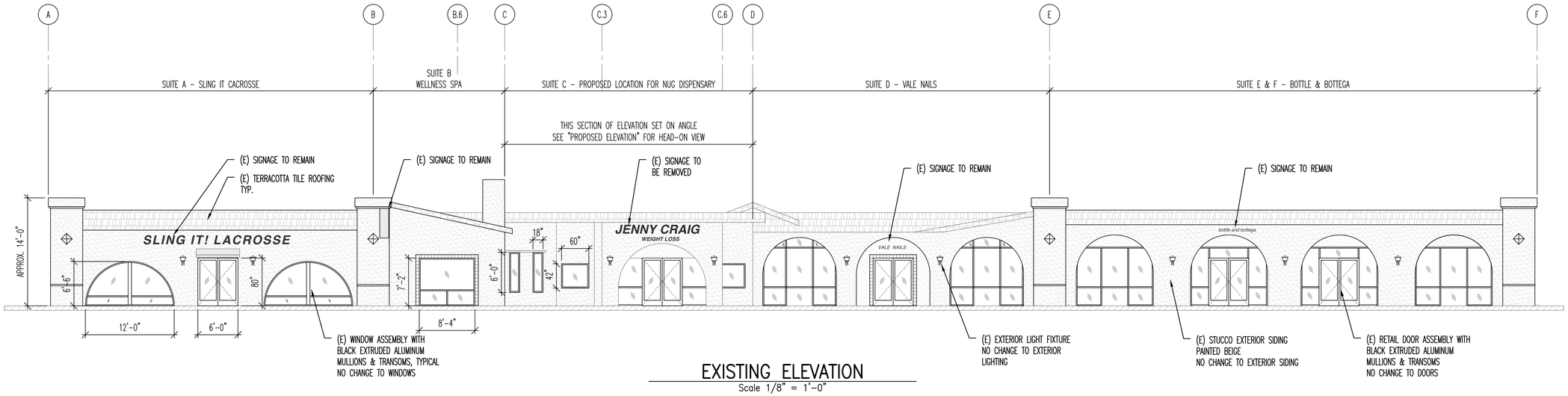
A-3

PROJECT No.:
174

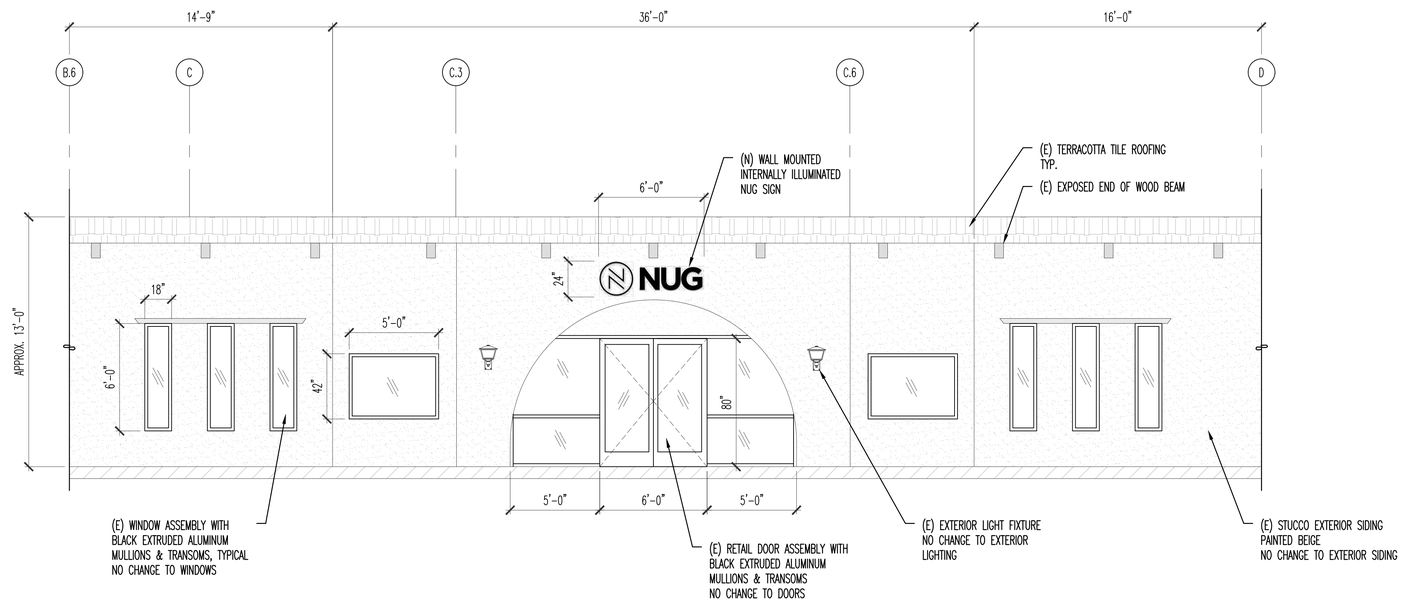
CAD FILE:
1004 B

PLOT DATE:
8/26/24

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EXISTING ELEVATION
Scale 1/8" = 1'-0"



PROPOSED ELEVATION
Scale 1/4" = 1'-0"

EXTERIOR NOTE

THE ONLY PROPOSED CHANGE TO THE EXTERIOR FACADE IS THE REMOVAL OF EXISTING "JENNY CRAIG" WALL SIGN AND INSTALLATION OF NEW "NUG" WALL SIGN.

BSG ENGINEERING

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PROJECT NAME:

NUG RETAIL CANNABIS DISPENSARY

1538 EL CAMINO REAL STE C
BELMONT, CA 94010

STAMP:

LICENSED PROFESSIONAL ENGINEER
BURCH GREENE
C 80752
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STATE OF CALIFORNIA

DATES ISSUED:

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REVISIONS:

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DRAWING TITLE:

BUILDING ELEVATIONS

SCALE:

DRAWN:

CHECKED:
BSG

SHEET No.:

A-4

PROJECT No.:
174

CAD FILE:
1004 B

PLOT DATE:
8/26/24

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EXTERIOR PHOTO
NOT TO SCALE
A
A-5



EXTERIOR PHOTO
NOT TO SCALE
B
A-5



EXTERIOR PHOTO
NOT TO SCALE
C
A-5



EXTERIOR PHOTO
NOT TO SCALE
D
A-5



EXTERIOR PHOTO
NOT TO SCALE
E
A-5



EXTERIOR PHOTO
NOT TO SCALE
F
A-5



EXTERIOR PHOTO
NOT TO SCALE
G
A-5



EXTERIOR PHOTO
NOT TO SCALE
H
A-5

BSG ENGINEERING

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Oakland, California 94607

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PHOTOS

SCALE:

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BSG

SHEET No.:
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PROJECT No.:
174

CAD FILE:
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PLOT DATE:
8/26/24

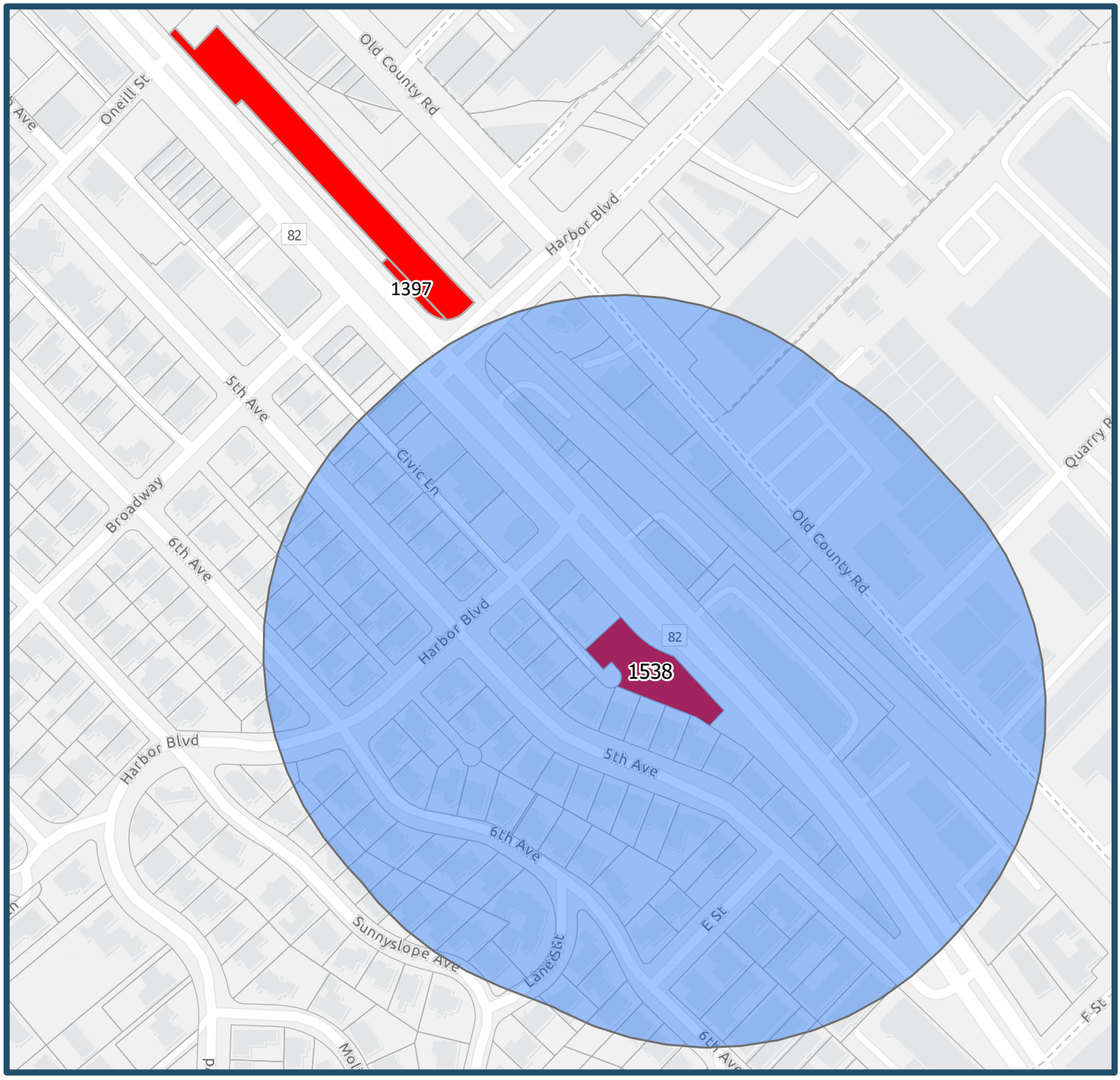
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ATTACHMENT 7 - Omitted

600' BUFFER FROM 1538 EL CAMINO REAL

1538 EL CAMINO REAL

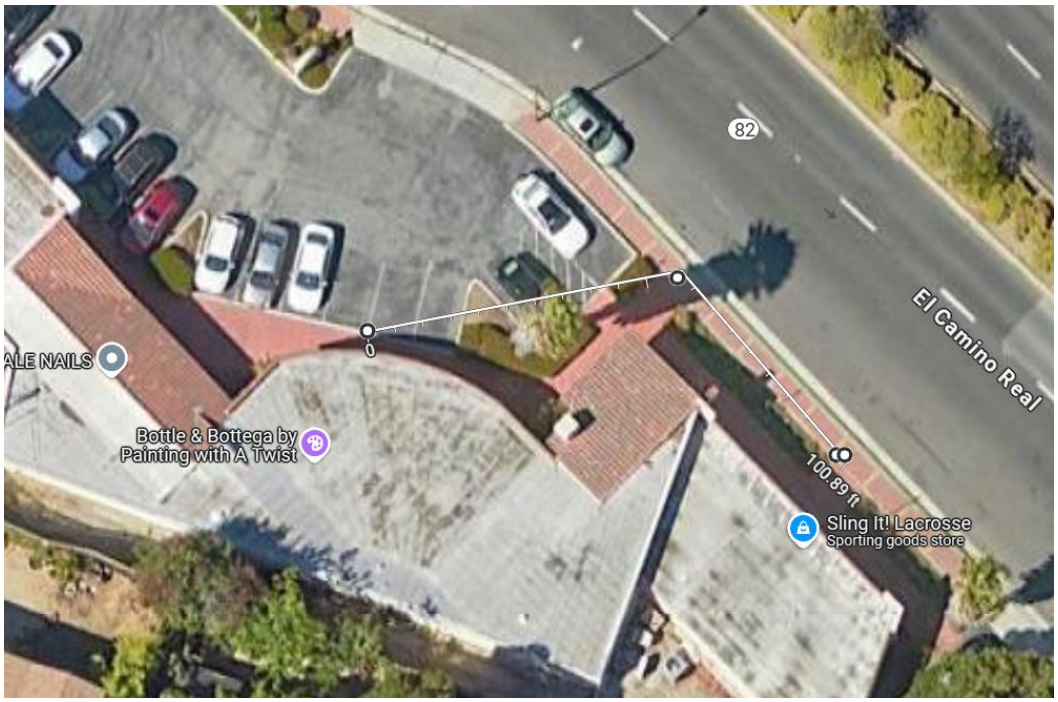
600' Buffer from 1538 ECR
1538 El Camino Real
1397 El Camino Real

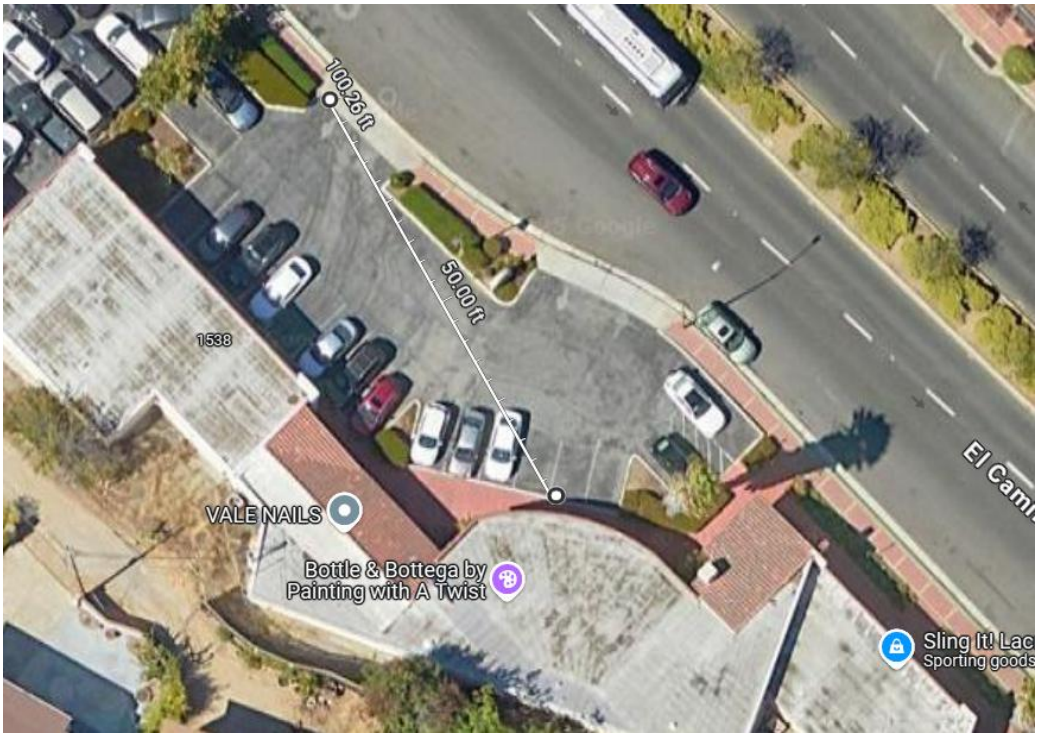


0 50 100 200 300 400 500 Feet

CITY OF BELMONT CALIFORNIA

100-Foot Proximity Aerials



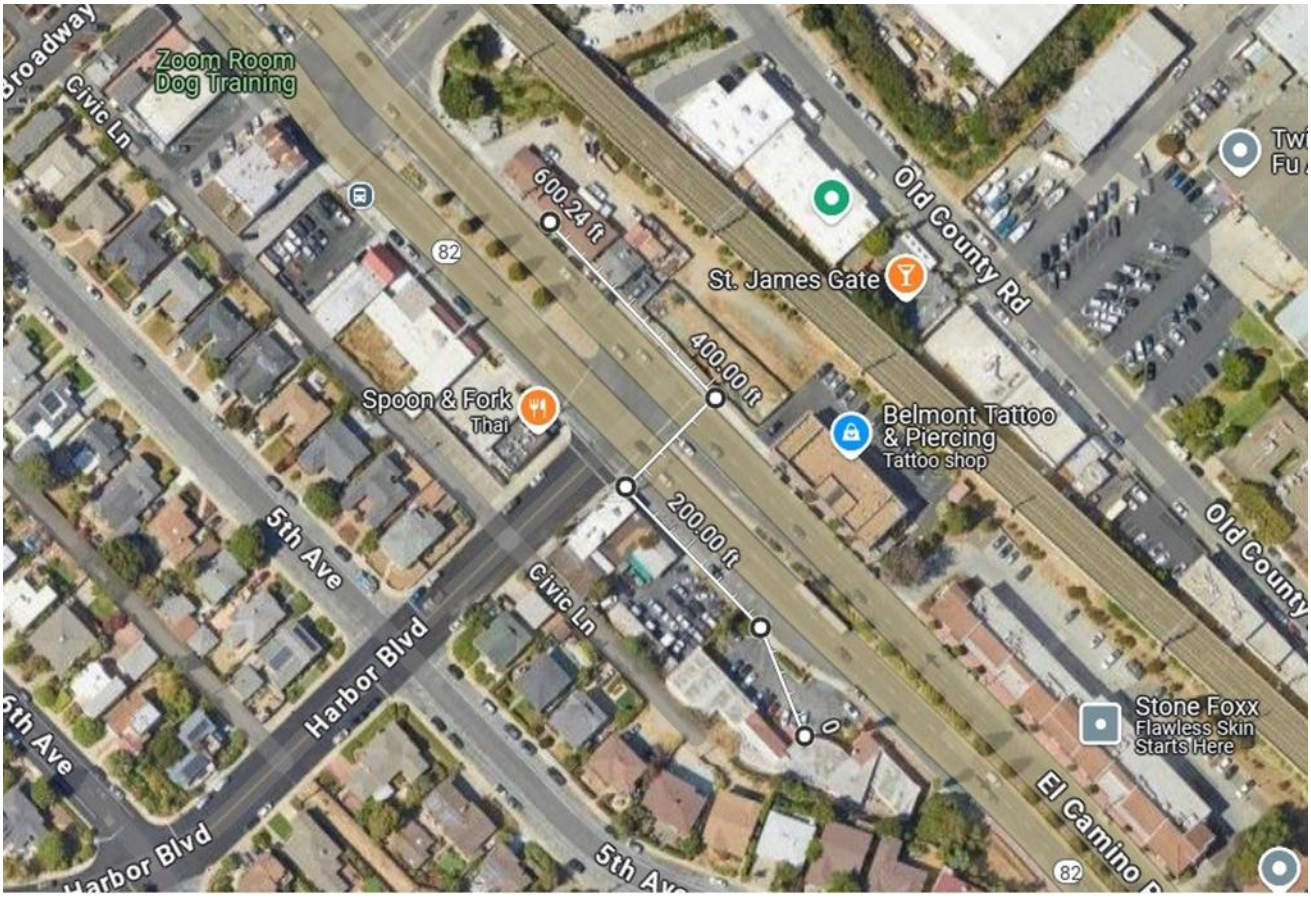


600-Foot Proximity Aerials






5th Ave
Civic Ln
Spoon & Fork Thai
Zen Health Center
Belmont Tattoo & Piercing
Tattoo shop
R B's Threading Studio
Giggles & Grins Dental Care
Marvelous Nails & Spa
Harbor Blvd
200.00 ft
400.00 ft
600.24 ft
El Camino Real
Amang Auto
El Mercado
VALE NAILS
82


Zoom Room
Dog Training
Civic Ln
600.24 ft
82
St. James Gate
Old County Rd
400.00 ft
Spoon & Fork
Thai
Belmont Tattoo
& Piercing
Tattoo shop
200.00 ft
5th Ave
Harbor Blvd
Stone Foxx
Flawless Skin
Starts Here
El Camino


St. James Gate
Bartletts Auto Body & Paint
Old County Rd
Belmont Tattoo & Piercing
Tattoo shop
Spoon & Fork
Thai
5th Ave
Civic Ln
200.00 ft
600.10 ft
Amana Auto
Harbor Blvd
El Camino Real
Stone Foxx

ATTACHMENT 9

NUG Community/Neighborhood Outreach Materials

1. Business Endorsement Letters
2. Government Agency Business Review Communications
3. Outreach Meeting Invites– May 2024 & March 2025
4. Public Comment Emails Received

LETTERS & STATEMENTS of

ENDORSEMENT | RECOMMENDATION | GOOD STANDING | SUPPORT

In favor of the Applicant, NUG CV BLMT LLC, and its Owners



Applicant: NUG CV BLMT LLC

(OWNERS: **Rajiv J. Pottabathni**, **Hrant Ekmekjian**, & **Adam Peterson** | CEO: **Dr. John Oram**)

- **Letters of Endorsement & Recommendation for the Applicant (4)**
  - John Seybert, Former City of Redwood City Mayor (Support for Rajiv J. Pottabathni)
  - Carol Dutra-Vernaci, Former City of Union City Mayor (Support for Rajiv J. Pottabathni)
  - Supervisor Maureen Mulheren, Former City of Ukiah Mayor (Support for Hrant Ekmekjian)
  - Barbara Jiang, Property Owner of 1538 El Camino Real (Support for Hrant Ekmekjian)
- **Letters of Good Standing & Verification for Owners of the Applicant (8)**
  - City of Union City (Jiva UC dba *Lemonnade*, Owned by Rajiv J. Pottabathni)
  - City of San Bernardino (Jiva SBD dba *Cookies San Bern.*, Owned by Rajiv J. Pottabathni)
  - City of Tracy (Jiva TCY dba *Tracy Farms*, Owned by Rajiv J. Pottabathni)
  - City of Napa (Jiva NPA dba *Cookies Napa*, Owned by Rajiv J. Pottabathni)
  - City of Ukiah (Ukiah Valley Holistics dba *CannaVine*, Owned by Hrant Ekmekjian)
  - City of San Leandro (DSWC dba *Nug Wellness*, Owned Adam Peterson & Dr. John Oram)
  - City of Red Bluff (Nug RB dba *Nug Red Bluff*, Owned by Adam Peterson & Dr. John Oram)
  - City of El Cerrito (ECWC Partners dba *Nug EC*, Owned by Adam Peterson & Dr. John Oram)
- **Letters of Support from Belmont Residents and/or Business Owners (8)**
- **Support and/or Non-Opposition Memo w/Signatures from Belmont Residents/Businesses (16)**
- **Nextdoor.com Belmont Resident General Cannabis Public Support Comments (8)**
- **Odor Mitigation & Air Quality Memo**
- **Cannabis Waste Management Services Memo**

March 15th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Endorsement & Recommendation for NUG CV BLMT LLC (the "Applicant")

Madame Mayor & City Council Members,

I am writing this letter of endorsement regarding the application submitted on behalf of NUG CV BLMT LLC, the "Applicant," for an opportunity to secure a Conditional Use Permit (CUP) and a Cannabis Business License to operate a Commercial Cannabis Business retail storefront with delivery services in Belmont ("City"). As a former Planning Commissioner, City Council Member, and Mayor of Redwood City, I understand and am familiar with the sensitives of the commercial cannabis businesses,

I am familiar with the Applicant's comprehensive RFP and believe it demonstrates business merit, operational compliance, security measures, neighborhood compatibility strategies, and community benefits in alignment with the City's Strategic Plan. I am also familiar with the proposed location (1538 El Camino Real) and am confident it is a suitable site.

The City's adoption of regulated a cannabis business retail program reflects a forward-thinking approach that will help residents of Belmont and San Mateo County to safely access medical and adult-use cannabis. I supported decriminalization of cannabis when I served on City Council in Redwood City, in part because the evidence made clear that locals were using cannabis to effectively manage pain, treat other specific physical conditions or ailments, and to alleviate stress. I applaud the City's leadership on this program and am I confident that its implementation will generate significant economic benefits for Belmont and not be a deterrent to the fabric of the community.

I have known the Applicant's Managing Director, Raj Pottabathni, for several years, and believe his team will be a responsible cannabis business operator and valuable member of the community. The Applicant's local first approach, equity inclusion policies for employment, and charitable contribution commitments shall be welcomed by City residents. Furthermore, I believe that the Applicant's history of operational prowess, compliance, and experience within the industry operating over twenty CCB retail locations will be an ideal fit for Belmont.

I support the Applicant for consideration of a CUP and believe if selected, they will strive to maintain a harmonious relationship with the City. Given the community benefits they are offering and the fact that their application meets all City requirements, I respectfully recommend for your vote of approval on March 25th. Please do not hesitate to reach out with any questions. Thank you for your time.

Sincerely,

John Seybert

John D. Seybert
Former Mayor, City of Redwood City (2015-2017)
JSeybertRWC@gmail.com
(650) 533-5053

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Councilmembers: Cathy Jordan, Tom McCune, Gina Latimerlo

March 15, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Endorsement & Recommendation for NUG CV BLMT LLC (the "Applicant")

Madame Mayor & City Council Members,

I am writing this letter of endorsement and recommendation regarding the application submitted on behalf of NUG CV BLMT LLC, the "Applicant," for an opportunity to secure a Conditional Use Permit (CUP) and a Cannabis Business License to operate a Commercial Cannabis Business (CCB) retail storefront with delivery services in Belmont ("City").

As a former mayor of Union City (I just termed out December 10, 2024), I understand and am familiar with establishing a CCB program within a municipality. One of the Applicant's owners, Raj Pottabathni, was one of three companies that was selected in Union City for a CCB retail storefront, and since May 2022, he has established a successful and compliant cannabis retail location at 30545 Union City Blvd known as *Lemonnade*.

The City's adoption of a regulated cannabis business retail program reflects a forward-thinking approach that will help residents of Belmont and San Mateo County to safely access medical and adult-use cannabis. I supported decriminalization of cannabis when I served on City Council in Union City, and I applaud the City's leadership for developing a cannabis retail program and I am confident that its implementation will generate economic benefits for Belmont, without being an impairment to the fabric of the community.

I believe Raj Pottabathni and his Applicant group demonstrate professionalism, business merit, operational compliance, security/safety measures, and neighborhood compatibility strategies that will be a value add for Belmont. I have known Raj since 2018, and from my experience, Raj is communicative, responsive, and transparent. Raj worked closely with Union City Staff and the Police Department to address any concerns regarding public safety.

I support the Applicant for being awarded a CUP and believe if selected, they will strive to maintain a harmonious relationship with the City. Understanding the community benefits the Applicant is providing and that their proposed project meets all City requirements, I respectfully recommend that City Council approves this application. Please do not hesitate to reach out with any questions. Thank you for your time.

Sincerely,

Carol Dutra-Vernaci

Carol Dutra-Vernaci
Former Mayor, City of Union City (2012-2024)
Carol@DutraVernaci.com
(510) 432-6211

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Cathy Jordan, Tom McCune, Gina Latimerlo

MAUREEN MULHEREN
Supervisor
Second District

OFFICE PHONE: (707) 463-4221
DIRECT LINE: (707) 391-3664
OFFICE FAX: (707) 463-7237

MAILING ADDRESS:
501 Low Gap Road, Room 1010
Ukiah, CA 95482

COUNTY OF MENDOCINO
BOARD OF SUPERVISORS
501 Low Gap Road • Room 1010
Ukiah, California 95482

March 15th, 2025

City of Belmont
Mayors Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Endorsement & Recommendation for NUG CV BLMT LLC (the "Applicant")

Madame Mayor & City Council Members,
Currently, I am the Mendocino County Second District Supervisor and served as a City of Ukiah elected official with for over a decade. I am writing this letter of endorsement and recommendation regarding the application submitted on behalf of NUG CV BLMT LLC, the "Applicant," for an opportunity to secure a Conditional Use Permit (CUP) and a Cannabis Business License to operate a Commercial Cannabis Business (CCB) retail storefront with delivery services in Belmont ("City").
As a former Mayor and City Council Member of Ukiah, I was part of the process to establish a legal commercial cannabis business program in Ukiah. Hrant Ekmekjian, one of the Applicant's owners, was the first company that was selected in Ukiah for a cannabis retail storefront. Hrant's store, CannaVine, has been open and serving the public since February 2019.
It is good to see that Belmont had adopted a regulated cannabis business retail program. I was in support of medical cannabis and its transition to adult-use as I believe cannabis retail allows patients and customers respectively to seek and purchase lab tested cannabis products legally and safely.
I believe Hrant Ekmekjian, and his Applicant group demonstrate professionalism, business merit, operational compliance, active security/safety measures, and neighborhood compatibility strategies that I expect him to establish and continue in Belmont. I have known Hrant since 2018, and from my experience, he has been communicative, responsive, and transparent.
I support the Applicant for being awarded a CUP and believe if selected, they will strive to maintain a harmonious relationship with the City. Understanding the community benefits the Applicant is providing and that their proposed project meets all City requirements, I respectfully recommend that City Council approves this application. Please do not hesitate to reach out with any questions. Thank you for your time.
Sincerely,

Maureen Mulheren

Maureen Mulheren
Mendocino County Second District Supervisor (2021-Present)
Former Mayor & City Council Member, City of Ukiah (2014-2020)
MulherenM@MendocinoCounty.gov
(707) 391-3664 mobile

March 14th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Support & Recommendation for NUG CV BLMT LLC (the "Applicant") @ 1538 ECR STE C

Madame Mayor & Council Members,

My name is Barbara Jiang, and I have owned and managed a commercial mixed-use property on El Camino Real (1538 El Camino Real) in Belmont ("**City**") for almost 12 years. As a longtime local resident to San Mateo County, I am a dedicated member of Belmont's business community and the San Mateo County general community and take great pride in investing into the City and helping achieve its' full potential. I support Belmont's Commercial Cannabis Business Program and recommend the Applicant be considered and selected a for a cannabis business permit to operate a CCB retail storefront with delivery services at my property.

The Applicant's Retail Operations Director and co-owner, Hrant Ekmekjian, is local to the San Mateo County Area (living in Foster City) and is qualified with experience in the cannabis retail industry in California. His partners are also cannabis retail operators and together, they have over 30 cannabis businesses. He supports community benefits, local hiring, and social justice within the cannabis industry as he participates in San Francisco's social equity program. He champions the voice of the City through his community benefits proposal that supports the City's Strategic Plan.

I have communicated with co-owner Adam Peterson on several occasions, he owns and manages Nug Inc., which operates over 10 commercial cannabis retail stores in California. I own the property with my brother (Henry Jiang), and we both visited a Nug retail store in San Leandro and were pleased with their operation. They are part of the Applicant group, and I believe their retail operational prowess, coupled with Hrant's dedication for the community, will make for a valuable asset to the City.

I am impressed with the quality layout and design of the proposed cannabis retail storefront, along with the professionalism presented by the Applicant. After my conversations with Hrant and Adam, I feel assured that the Applicant will be a positive addition to this neighborhood. I have secured a lease agreement with the Applicant and their business will provide an additional level of security for its surroundings.

I encourage the City to approve the Applicant's proposal, in that I know this will be a big step in the right direction for the City. Please do not hesitate to reach out with any questions. I am available by mobile phone or email.

Best Regards,



Barabara Jiang
Property Owner (1538 El Camino Real)
BJiangPMC@hotmail.com
M: (415) 812-2432

UNION CITY
california

March 18, 2025

SENT VIA ELECTRONIC MAIL

City of Belmont
Attention: City Manager's Office
1 Twin Pines Lane
Belmont, CA 94002

RE: LETTER OF GOOD STANDING – JIVA UC LLC

Dear City Manager Oskoui,

The City of Union City ("**City**") has worked with Raj Pottabathni, an owner of Jiva UC LLC ("**Company**"), who received a Commercial Cannabis Use ("**CCU**") permit in 2020. The Company was selected as one of three Commercial Cannabis Business ("**CCB**") retailers permitted to operate a storefront with delivery service in the City. Since May 2022, the Company has operated a quality CCB retail storefront at 30545 Union City Boulevard, known as *Lemonnade*.

To date, the Company has made community benefit contributions totaling $60,000 (annually $15,000/year). This is consistent with the Company's CCU permit and established Conditions of Approval pursuant to Resolution No. 5564-20, Section 58 & 59. A portion of the community benefit contributions are directed to the City's Police Department for Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Expert (DRE) training, in addition to other training programs for Police Officers as identified by the Chief of Police.

The remainder of the community benefit contributions help fund programming under the City's Youth and Family Services Division (within the Community & Recreation Services Department), which provides support services to those in need. Specifically, this includes the development and implementation of a juvenile diversion program that aims to redirect at-risk youth from entering the juvenile justice system and reduce the occurrence of juvenile crime. In recent years, the funding has also been directed towards the City's CAREavan Program, which provides a safe place to park and sleep overnight for families and/or individuals who have been displaced, are temporarily homeless, and living in their vehicles.

From the City's experience, Raj has been communicative, responsive, and transparent. Raj and the Company have been receptive to feedback and have worked collaboratively with the City. Not only has Raj been professional, but he has demonstrated the ability to develop a successful, sustainable, and harmonious CCB retail operation here in Union City. We imagine he would endeavor to do the same and be a good businesses partner to the City of Belmont.

The City of Union City looks forward to maintaining a continued good-standing relationship with Raj and the Company. Thank you, and if you have any questions, please do not hesitate to reach out to me directly.

Sincerely,

Joan Malloy
City Manager
City of Union City

cc: Jennifer Phan, Deputy City Manager

city manager's office

City of San Bernardino

Community Development & Housing Department

VIA ELECTRONIC MAIL

March 17, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of "Good Standing" for Rajiv "Raj" Pottabathni (Jiva SBD LLC)

The City of San Bernardino ("**City**") has worked with Raj Pottabathni, an owner of Jiva SBD LLC dba *Cookies San Bernardino* ("**Company**"), who was awarded a Commercial Cannabis Business ("**CCB**") retail permit since selecting the Company as 1 of 5 CCB retailers to operate a storefront with delivery service in the City in early 2019.

Since the beginning of the process, the Company has been receptive to feedback and collaborative with the City. The Company has been operating a successful Commercial Cannabis retail storefront (494 W. Orange Show Road, STE A D & E, San Bernardino) that has been open to the public since September 2020.

To date, the Company has paid all applicable taxes/fees and has been operating in compliance with City regulations with no violations, consistent with their commitment to operate in accordance with their subject Cannabis Business Permit (CBP) approval.

From my experience, Raj is communicative, responsive, and transparent. He has demonstrated the ability to develop a successful, sustainable, and harmonious CCB retail operation. I believe that he is professional and shall be an added value to the City of Belmont.

The City looks forward to maintaining a good-standing relationship with Raj and the Company, and supports their continued stability as a CCB retail operator. Thank you, and if you have any questions, please feel to reach out to me directly.

Sincere Regards,

Stephanie Castro
Economic Development Project Manager
Castro_St@sbcity.org
(909) 384-5561

Gmail

Raj J. Pottabathni <raj@jivalife.org>

Rajiv “Raj” Pottabathni & Jiva TCY LLC

1 message

Miguel Contreras <Miguel.Contreras@tracypd.com> Tue, Mar 18, 2025 at 2:38 PM
To: "Raj J. Pottabathni" <raj@jivalife.org>

Good Afternoon,

The Tracy Police Department has worked with Raj Pottabathni, an owner of Jiva TCY LLC dba Tracy Farms (“Company”), since selecting his company through the City’s RFP process. Since then, the Company has received a Cannabis Business Permit (“CBP”) and Conditional Use Permit to operate a commercial cannabis retail storefront with delivery service in the City back in late 2022. The Company has been operating a cannabis retail storefront (951 N. Central Avenue) that has been open to the public since April, 2024.

Raj has been responsive and communicative throughout the process. I have Raj’s cell phone number and can easily reach out to him if needed. He has demonstrated the ability to develop a compliant cannabis retail business. Tracy PD looks forward to maintaining a good-standing relationship with Raj and the Company and supports their continued stability as a legally licensee commercial cannabis retail operator. If you have any questions, please contact me directly.

Thank you,

MIGUEL CONTRERAS, CAPTAIN

TRACY POLICE DEPARTMENT

BUREAU OF SPECIAL OPERATIONS

1000 CIVIC CENTER DRIVE – TRACY, CA 95376

VOICE: (209) 831.6618 - FAX: (209) 831.4017

VIA ELECTRONIC MAIL

March 19th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of "Good Standing" for Rajiv "Raj" Pottabathni (Jiva NPA LLC)

The City of Napa ("**City**") has worked with Raj Pottabathni, an owner of Jiva NPA LLC dba *Cookies Napa* ("**Company**"), who has received a Cannabis Establishment Clearance ("**CEC**") certificate as a retail permit to operate a storefront with delivery service in the City in December of 2020.

Since the beginning of the process, the Company has been receptive to feedback and collaborative with the City. The Company has been operating a CEC retail storefront (2481 Second Street) that has been open to the public since June of 2022.

To date, the Company has successfully renewed its CEC annually, paid all applicable taxes/fees, and appears to have been operating in compliance with the City's requirements for cannabis retailers.,

From my experience, Raj is communicative, responsive, and transparent. He has demonstrated the ability to develop a successful, sustainable, and harmonious CCB retail operation. I believe that he is professional and shall be a value add to the City of Belmont.

The City of Napa looks forward to maintaining a good-standing relationship with Raj and the Company, and supports their continued stability as a CEC retail operator. Thank you, and if you have any questions, please feel to reach out to me directly.

Sincere Regards,

Paul O'Neill
Assistant Planner
Community Development Department, City of Napa
1600 First Street, Napa, CA 94559
P: (707) 257-9530
E: poneill@cityofnapa.org

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Councilmembers: Cathy Jordan, Tom McCune, Gina Latimerlo

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

VIA ELECTRONIC MAIL

March 17th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of "Good Standing" for Hrant Ekmekjian

To Whom It May Concern,

The City of Ukiah (the "City") has worked with Hrant Ekmekjian, owner of Ukiah Valley Holistics, Inc., doing business as CannaVine (the "Company"), for over seven years.

Mr. Ekmekjian was initially approved under Major Use Permit (MaUP) File No. 17-2841 in September 2017 to operate a cannabis dispensary at 1230 Airport Park Boulevard, Suite C. Since then, he has successfully renewed, sustained, and expanded the business while maintaining full compliance with all City regulations and operational expectations.

Since its establishment, the Company has undergone multiple permit approvals and renewals, as summarized below:

TABLE 1 – PERMIT HISTORY

- 09/27/2017: 17-2841 - Original Major Use Permit approved by Planning Commission to allow a medical marijuana dispensary.
- 12/20/2018: 18-3809 - Minor Amendment Approval by Zoning Administrator to allow adult use cannabis products
- 12/20/2018: 18-4111 - Annual Use Permit Renewal approved by Zoning Administrator
- 12/18/2019: 19-4970 - Annual Use Permit Renewal approved by Zoning Administrator
- 01/12/2021: 20-5823 - Annual Use Permit Renewal approved by Zoning Administrator
- 01/19/2022: 21-6698 - Annual Use Permit Renewal approved by Zoning Administrator; no subsequent renewals required based on upates to Ukiah City Code.
- 03/14/2024: 23-9153 – Request to amend MaUP 17-2841 to allow distribution of cannabis products; no subsequent renewal requirement approved by Zoning Administrator

The Company has demonstrated compliance with all City regulations, maintaining good standing in terms of regulatory adherence, permit related payments, and operational integrity. Since opening its storefront to the public, the Company has successfully operated a Commercial Cannabis-Related Business ("CCB") retail establishment, including delivery services. In 2024, the Company expanded operations to incorporate cannabis distribution in accordance with an approved amendment to MaUP 17-2841.

The City acknowledges that Hrant Ekmekjian has maintained compliance with all required permit conditions and applicable municipal regulations. There have been no reported violations, code enforcement actions, or related reports from the Ukiah Police Department regarding the Company's operations.

Throughout the permitting and operational process, Mr. Ekmekjian has maintained open communication with the City and has adhered to all conditions of approval. The continued and successful operation of a cannabis-related business in Ukiah for over 7 years is a demonstration of his stewardship and adherence to regulatory standards.

In summation, CannaVine has served as an example of a well-regulated, compliant, and professionally managed cannabis retail business. The City of Ukiah acknowledges the Company's continued adherence to local requirements and looks forward to its sustained compliance and success.

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

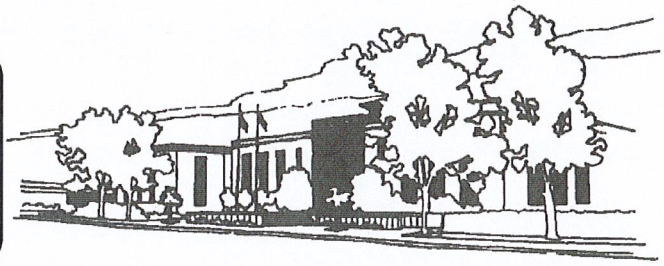
If you require further information, please feel free to contact me directly.

Best Regards,

Jesse Davis, AICP
Chief Planning Manager
City of Ukiah – Planning Services Division
300 Seminary Avenue
Ukiah, California 95482
Main: (707) 463- 6215
JDavis@CityofUkiah.com

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Councilmembers: Cathy Jordan, Tom McCune, Gina Latimerlo

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577
www.sanleandro.org



March 19, 2025

City of Belmont
Attn: Mayor and City Council's office
1 Twin Pines Lane
Belmont, CA 94002

RE: Letter of Good Standing – NUG Wellness

To Whom it May Concern:

This letter serves as verification that NUG is a licensed commercial cannabis operator that owns a retail cannabis business at 3089 Teagarden Street in the City of San Leandro. Since its opening in 2019, NUG has demonstrated a consistent track record of adherence to relevant locally codified municipal regulations, including timely payment of the City's local gross receipts tax and annual licensing fees. Additionally, they have proactively communicated with City staff when necessary or appropriate to ensure regulatory compliance.

Please feel free to contact me if you have any questions.

Sincerely,

Eric Engelbart
Deputy City Manager
City of San Leandro

510-577-3389
eengelbart@sanleandro.org

Juan González III, Mayor

City Council: Victor Aguilar, Jr. Bryan Azevedo Dylan Boldt
Xouhoa Bowen Fred Simon Sbeydeh Viveros-Walton

CITY OF RED BLUFF

Community Development Department
555 Washington Street, Red Bluff, California 96080
(530) 527-2605; Fax (530) 529-6878
www.cityofredbluff.org

City of Belmont
Attn: Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Good Standing for NUG

To Whom It May Concern:

This letter serves as verification that NUG is a licensed commercial cannabis operator in the city of Red Bluff. NUG is a strong operator with a proven track record of compliance with municipal and State regulations, including timely payment of licensing fees and gross receipts taxes. In addition, NUG is a good corporate citizen and continues to provide community benefits to our City.

Please feel free to contact me if you have any further questions.

Sincerely,

Beth Lindauer
Community Development Director

Docusign Envelope ID: 7E9D378D-77F7-4C08-8AA1-CA746746F7BE

March 19, 2025

City of Belmont
Attn: Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Good Standing for NUG

To Whom It May Concern:

This letter serves as verification that NUG is a licensed commercial cannabis operator in El Cerrito since 2021. NUG has a proven track record of compliance with the City's Municipal Code and Cannabis Operating Permit, including timely payment of licensing fees and community benefit fees. In addition, NUG participates with the El Cerrito Chamber of Commerce and sponsors City events such as our annual 4th of July WorldOne Festival.

If you have any questions, please feel free to contact me by email mmintz@ci.el-cerrito.ca.us or phone at 510-215-4339.

Thank you,

Signed by:
F4F0E70436B14A5...
Melanie Mintz
Community Development Director

March 16, 2025

City of Belmont Mayor's Office

RE: Letter of Support & Recommendation for Hrant Ekmekjian & NUG CV BLMT ("Applicant")

Mayor & Council Members,

My name is Norman Jaser and I am the owner of Golden State Smog Center at 1150 Old County Road (STE A) in Belmont. I have proudly been operating and serving the residents in Belmont for over 13 years. I am writing this letter of support in regard to the application submitted by Hrant Ekmekjian and NUG CV BLMT for an opportunity to secure a permit to operate a Commercial Cannabis Business ("**CCB**") retail storefront with delivery services in the City. The Applicant has developed a comprehensive plan demonstrating its CCB merit, operational compliance, security measures, neighborhood integration strategies and was invited to the City's final review process.

I have known Hrant for over 30 years. He is my brother in-law, and father to my niece (17), and nephew (14). He is also an amazing uncle to my two young children. Born, and raised in San Mateo County, I know he understands the importance of being a responsible, respectable cannabis operator, and the importance of that to our community. I know he will create a beautiful and inviting retail dispensary like all his others that the community will be proud of. He does not cut corners and takes pride in his businesses. He is also a very hands-on business owner. He has shared his desire to establish a CCB retail location in Belmont and has shared concepts from his community benefits proposal that supports the City's strategic priorities and goals. Hrant has given me assurance that his business will be an excellent corporate citizen in Belmont and committed to appropriate community support.

The Applicant team are experienced in the cannabis industry with over 15 cannabis stores in California. I expect them to operate in compliance and be a good additional to Belmont's business community. I support and recommend Hrant and his Applicant team to receive the appropriate permit and licenses to establish a cannabis retail store at 1538 El Camino Real (STE C).

Best Wishes,

Norman Jaser
Golden State Smog Center
650-799-5390
Normanjaser@gmail.com

March 17, 2025

RE: <u>Letter of Support for Hrant Ekmekjian/NUG</u>

Dear City of Belmont Council,

I am Henry Zadoori, a longtime resident of Belmont. I am honored to write this letter in support of Hrant Ekmekjian, and NUG's application to establish a dispensary in the City of Belmont. Having known Hrant for over a decade, I can confidently attest to his professionalism, integrity, and strong commitment to operating a responsible and fully compliant business.

Hrant understands the importance of strict adherence to all local and state regulations, and he is dedicated to ensuring his dispensary operates with the highest level of compliance. Additionally, security is a top priority for Hrant and his team. He is committed to implementing robust security measures to ensure the safety of customers, employees, and the surrounding community. His approach includes advanced security protocols, surveillance systems, and trained personnel to maintain a secure, yet inviting, and well-regulated environment.

The legalization of cannabis has provided an opportunity for safe, regulated access to a product that benefits many individuals, from medical patients seeking relief to responsible adult consumers. A well-managed dispensary like the one Hrant proposes will contribute positively to the community by generating tax revenue, creating jobs, and eliminating the risks associated with the unregulated market. By providing safe, lab-tested products and proper education to consumers, legal dispensaries play a crucial role in ensuring that cannabis use is responsible and well-monitored.

Beyond compliance and security, Hrant is a dedicated entrepreneur who values community engagement and responsible business practices. He is committed to fostering a positive relationship with the City of Belmont, working closely with local officials and law enforcement to ensure his dispensary operates with full transparency and accountability.

I strongly support Hrant Ekmekjian and NUG's application and believe his dispensary will serve as a model of professionalism and compliance in Belmont. Thank you for the consideration, and I hope that you allow the NUG team to move forward.

Sincerely,

H. Zadoori

Henry Zadoori
18 Rinconada Circle
Belmont, CA 94002
650-339-2121

March 16, 2025

RE: Letter of Support Hrant Ekmekjian & NUG

City of Belmont,

I am writing this letter of support about the application for a Retail Dispensary at 1538 El Camino Real STE C on behalf of Hrant Ekmekjian and his NUG group for an opportunity to secure a permit to operate in the City of Belmont.

I have known the Hrant for over 35 years as he is a local to San Mateo County. His two kids go to high school at Hillsdale, and I know he is committed to being a responsible business operator in Belmont. For years, he has shared his desire to establish a retail location in San Mateo County. He has shared his community benefits proposal that supports the City's by providing annual financial donations. I believe he will be a responsible cannabis retail operator and valuable member of the community. He has given me assurance that his business will be a value add in Belmont and is committed to community support through his Development Agreement. I especially love the fact that so much help will go towards the Parks & Recreation Department.

I believe that the company's overall ownership group has a history of operational compliance, and experience within the industry operating multiple retail locations in California will be an ideal fit for Belmont.

I recommend the Applicant for consideration of a cannabis retail storefront permit and believe if selected they will do a great job creating a beautiful, inviting location that all of Belmont would be proud to support

Sincere regards,



Vahan Derounian
VahanDerounian@yahoo.com
(650) 302-3255

March 14, 2025

RE: <u>Letter of Support for Hrant Ekmekjian with NUG CV BLMT</u>

Belmont City Council,

My name is Rima Stepanian, and I have been a resident of Belmont for over 2 decades. I am writing this letter of support to the applicant Hrant Ekmekjian with NUG CV BLMT to open and operate a cannabis store at the old Jenny Craig on 1538 El Camino Real. It looks like they have developed a detailed operational plan ns security measures, which he assured has been approved by the Belmont Police Dept. He also said they are entering into a Development Agreement with Belmont to contribute money annually.

Belmont's adoption of having 2 cannabis dispensaries is perfect to support the needs of its residents. I support decriminalization and legalization of cannabis, because the evidence shows that dispensaries are a positive to the communities they are in if run properly. Dispensaries give access to adults who use cannabis for a multitude of reasons including pain management, sleep, and stress relief. I am proud to be in a city in San Mateo County that is in support of what we as a state legalized in 2018.

I have known Mr. Ekmekjian for over a decade. I was introduced to him through family friends. I have seen his success in the industry, and shop at his San Francisco location myself. He has a deep desire to establish a retail location in Belmont and has shared concepts for his store. I believe he will be a responsible operator and become a valuable member in our community. He has given me assurance that the NUG team is committed to the City of Belmont. Furthermore, they seem to have a plan to hire locally, and I am a big supporter of that. I believe their commitment to running a professional and inviting business will be a reward to this city.

Sincerely,

R. Z. Stepanian

Rima Stepanian Z.
Rimazadoori@yahoo.com

March 11, 2025

RE: <u>Letter of Support for Hrant Ekmekjian / NUG CV BLMT ("NUG")</u>

Dear Belmont Council Members,

I am writing to express my full support for NUG and its application to operate in the City of Belmont.

Having known Hrant Ekmekjian for over 20 years, I can personally attest to his professionalism, and love for retail cannabis. Legal cannabis is already present in the City of Belmont—whether through licensed delivery services, residents purchasing from dispensaries in nearby cities, or worst of all the black market. However, despite the legal sale and use of cannabis within city limits, Belmont is currently receiving none of the economic benefits, while surrounding communities like San Bruno, Daly City and Redwood City collect substantial tax revenue from cannabis sales. By approving a licensed dispensary, I believe Belmont has the opportunity to capture these tax dollars, create local jobs, and ensure that sales occur in a highly regulated, secure environment, which puts myself and family at ease.

The financial impact of legal cannabis is undeniable if used properly. Cities that have welcomed dispensaries have been able to fund public services such as education, infrastructure, and public safety programs. Belmont has the chance to benefit from these revenues rather than continuing to lose them to neighboring towns. After reading the community benefits in the proposed Development Agreement, I am confident NUG's monetary contributions will be welcomed by the City of Belmont.

Additionally, allowing a local dispensary will provide safe, legal, and convenient access for Belmont residents, eliminating the need to travel to other cities or rely on delivery services. A dispensary operated by NUG will ensure that all sales are strictly regulated, lab-tested, and sold only to verified customers, reducing the risks associated with unregulated markets.

Hrant has assured me security and compliance will be top priorities for NUG. We have discussed the implementation of what he called state-of-the-art security measures, including 24/7 off site surveillance, ID verification, and strict inventory controls, ensuring that all operations meet or exceed state and local regulations. This will enhance public safety while providing a responsible, legal alternative to illicit sales in my opinion.

I strongly believe that approving NUG will allow Belmont to finally benefit from the legal cannabis industry that is already operating within the city, ensuring that tax revenue stays local, more local jobs are available, businesses thrive, and consumers have access to a safe and well-regulated dispensary. I whole heartedly support Hrant Ekmekjian, and the entire NUG team opening their doors here in Belmont

Regards,



Teveen Malek-Madani
(650) 766-3671
Belmont Resident

March 18, 2025

City of Belmont

RE: <u>Letter of Support & Recommendation for Hrant Ekmekjian & NUG CV BLMT ("Applicant")</u>

Dear Mayor, Council Members and City Manager,

My name is Shaunt Shahkarami and I am a proud Belmont resident of over 40 years. I was born and raised in Belmont and understand what our community is all about. I have a love for Belmont as its tight-nit community and amazing people provided me with the support I needed to grow.

I am writing this letter of support on the behalf of the Applicant for a Commercial Cannabis Retail storefront with delivery services in Belmont. The Applicant has a comprehensive application demonstrating its merit, operational compliance and most importantly, security measures.

I have known Hrant Ekmekjian for over 30 years and have seen his passion for cannabis retail blossom over the last 18 years into a thriving business with the multiple locations he operates. His passion for this industry is unmatched. He loves what he does and given the opportunity to serve our community, I know Hrant will be an ambassador to this community. I know what it means to him to be a leader in this space, as he strives to make sure to make his family proud and show his teenage kids the importance of the responsibility he is handed when he opens a retail store. He is also born and raised in San Mateo County and currently lives in Foster City. To me this is an important point, as I believe it allows him to understand our community and what we are about.

I strongly recommend and support the Applicant for consideration to be awarded CCB retail permit. I am proud that Hrant and his team will strive to maintain a harmonious relationship with Belmont and support community-based organizations, civic organizations and social service organizations. If you have any questions, feel free to contact me. Thank you.

Regards,

Shaunt Shahkarami
2800 Wemberly Drive
Belmont, CA 94002
650-346-6904 | condor5000@gmail.com

March 15, 2025

RE: <u>Letter of Support for Hrant Ekmekjian & NUG CV BLMT's Application</u>

Belmont Mayor & City Council Members,

My name is Sandra Jaser, and I co-own and work at a local Belmont service business for automobiles. I have been proudly operating and serving the city of Belmont and its residents for almost 10 years. I am writing this letter to support Hrant and his team to develop a cannabis retail store at 1538 El Camino Real.

I have known the applicant, Hrant, for 8 years. As a relative of his, I know he appreciates the responsibility of being a good steward to the community. I know Hrant loves what he does, and serving people in a beautiful, inviting setting is his ultimate passion.

Over the last year he has shared his hopes and desire to be selected by the City to establish a cannabis retail location in Belmont and has shared his vision with me. Hrant is so excited for this opportunity to be granted to him. I know he would do a great job and be a good asset for Belmont.

I would love to see the applicant receive the necessary permit, because I know through his passion and love for community, and cannabis, he will create a a first-class experience for everyone who seeks quality lab tested, cannabis in an inviting environment that will be safe and secure for its staff and customers.

Sincerely,

Sandra J.
650-389-3042

March 13th, 2025

RE: <u>Letter of Support for Hrant Ekmekjian (NUG CV BLMT)</u>

Mayor, Council Members, & City Manager's Office,

My name is Sahag, and I have been a resident of Belmont for 20 years now. I am writing this letter of support in regard to the application submitted by Hrant Ekmekjian of NUG CV BLMT, for an opportunity to secure a permit to operate a cannabis retail store and delivery services in our city. Hrant and the NUG team have created a great plan that includes, operational compliance, and addresses security measures.

I am a huge supporter of Belmont's plan to have recreational cannabis be here in our city. Currently, I drive to Redwood City to get my gummies that give me a good night's sleep. I was told about CBN gummies by a family friend who also had trouble sleeping. I have realized over the last couple years that there are so many people I know that use cannabis for a multitude of reasons. I support legal cannabis because it is what this state voted for with Prop. 64. I have been to multiple dispensaries now and feel they are all stand up businesses who help take the black market out of our communities. To me, a legal, tested, clean product is very important to have access to. I commend the city's leadership for making this a reality.

I have known Hrant for over 15 years now. For all those years he has been a cannabis retail entrepreneur. His stores are all very beautifully put together. He is a very enthusiastic and a hands-on operator. I am extremely confident that this is a group the City of Belmont can stand behind. They have vast experience in this industry. I believe that two stores for Belmont will be the right amount to serve a community of this size. I was happy to see all the community benefits Hrant and his group are offering to the city and even donating $50K get a vehicle for Parks & Rec.

I recommend the Applicant for consideration for a dispensary license at 1538 El Camino Real, and believe if selected, they will strive to be the gold standard for the city.

Best,

Sahag A.
2572 Comstock Circle
Belmont, CA 94002
650-504-3514

SUPPORT AND/OR NON-OPPOSITION

City of Belmont City Council:

- The following residents, business owners and/or property owners ("**Neighbors"**) have been made aware of NUG CV BLMT LLC (the "**Company**") seeking a Conditional Use Permit ("**CUP**") to operate Commercial Cannabis Business ("**CCB**") retail storefront with delivery service pursuant to Belmont Municipal Code *Chapter 13., Article III - Cannabis Business*.

- The Company has submitted a CUP Application for approval to establish a CCB retail storefront to the City's Community Development Department, who shall review and develop a "Staff Report" recommending approval to the City Council. That presentation and hearing at a City Council meeting is taking place on March 25th, 2025. A "Public Notice" from the City has been mailed to the Neighbors within 300' feet, and the Company has posted the same Public Notice at the Company's proposed CCB retail storefront site addressed 1538 El Camino Real, STE C, in the City of Belmont (the **"Location")** more than ten (10) days prior the above referenced meeting date**.**

- The Company has been in contact with, and have had an open line of communication with the following Neighbors, and as such, the Neighbors below either support, or do not have any opposition to the Company developing and opening its CCB retail storefront at the proposed Location. Nor do the Neighbors believe that the Company's Location, or its business operations would cause any harm or conflict with the Neighbor's respective business, properties, and/or uses. Therefore, the following Neighbors or their designated representatives, as seen on **Exhibit A**, attached, have signed and acknowledged their support and/or non-opposition of the Company's proposed CCB retail storefront at the Location.



VIRTUAL "MEET & GREET" INVITATION": WEDNESDAY, MARCH 19, 2025 @ 5:15 via GOOGLE MEET

- An email from the City was sent to anyone who had emailed the City related to cannabis retail and the Company sent a phyical mailer to Neighbors within 300' of the Location.
- We will be sharing information about our proposed business, a commercial cannabis retail storefront @ 1538 El Camino Real (STE C).
- Our objective is to provide insight and details related to our team's experience, community benefits, neighborhood compatibility, and safety/security.
- We will be available to address any questions/comments/concerns you may have.Thank you.
- **WEDNESDAY, MARCH 19, 2025 @ 5:15 – 6:00PM via GOOGLE MEET**
  - Google Meet Video Call Link: https://meet.google.com/bsa-gxzx-qbg
  - Or Dial: (US) +1 314-649-9018 | PIN: 490 123 401#

Sincere regards,

NUG CV BLMT LLC | CEO

Dr. John Oram
CEO, Retail Strategy Management & Medical/Science Liaison
M: 510.409.9543
John@Nug.com

NUG CV BLMT LLC | OWNERSHIP GROUP

Rajiv "Raj" J. Pottabathni
Managing Director
M: 732.801.6300
Raj@JivaLife.org

Adam Peterson
President &
Business Development
Adam@Nug.com

Hrant Ekmekjian
Retail Operations &
Community Relations
Hrant@TryCannaVine.com

NUG

240 HARBOR BLVD
Property Address

LASKY PRINTING
Business Name

3/18/25
Signature Date

Name: PATRICK HAWKINS
(Resident / Business Owner or Property Owner or their designated representative)

2165 Calmet Dr
Property Address

Business Name

Signature Date

Name:
(Resident / Business Owner or Property Owner or their designated representative)

240 Harbor Blvd Ste C.
Property Address

Waldo Graphics
Business Name

Gail Waldo 3/18/25
Signature Date

Name: Gail Waldo
(Resident / Business Owner / Property Owner or their designated representative)

1025 Ralston Ave
Property Address

The Belmont Classic Barber Shop
Business Name

3/18/25
Signature Date

Name: Joseph Forshtater
(Resident / Business Owner / Property Owner or their designated representative)

256 HARBOR BLVD
Property Address

SANDERS AUTOMOTIVE
Business Name

3/18/25
Signature Date

Name: GEORGE ZORB
(Resident / Business Owner / Property Owner or their designated representative)

1024 SIXTH AVE
Property Address

Business Name

3/20/25
Signature Date

Name: Yiluvio Cerland
(Resident / Business Owner / Property Owner or their designated representative)

101 Industrial Rd
Property Address

Brosnan Plumbing
Business Name

03-19-25
Signature Date

Name: Joseph Brosnan
(Resident / Business Owner / Property Owner or their designated representative)

645 Harbor Blvd
Property Address

Family Auto Clinic
Business Name

3/20/25
Signature Date

Name: Josh McCain
(Resident / Business Owner / Property Owner or their designated representative)

NUG

210 El Camino Real
Property Address

Bay Area Boxing
Business Name

Signature 3/17/25 Date

Name: Jake DeIaco
(Resident / Business Owner or Property Owner or their designated representative)

1426 El Camino Real
Property Address

bushwackers Shack
Business Name

Signature 3/18/25 Date

Name: Anthony Figueroa
(Resident / Business Owner or Property Owner or their designated representative)

1500 El Camino Real Belmont.
Property Address

Godfather's.
Business Name

Signature 3/18/25 Date

Name: Alex Tosun
(Resident / Business Owner / Property Owner or their designated representative)

1160 Old County Rd Belmont, CA 94002
Property Address

Marvin Gardens Restaurant
Business Name

Signature 3/19/25 Date

Name: Alberto Menendez
(Resident / Business Owner / Property Owner or their designated representative)

300 El CAMINO Real
Property Address

Shalizaar Rest
Business Name

Signature 3/18/25 Date

Name: Saeed
(Resident / Business Owner / Property Owner or their designated representative)

1520 El CAMINO RL
Property Address

Aroma Asia
Business Name

Signature Date

Name:
(Resident / Business Owner / Property Owner or their designated representative)

1720 El CAMINO Real
Property Address

LaHat taven
Business Name

Signature 3/19/25 Date

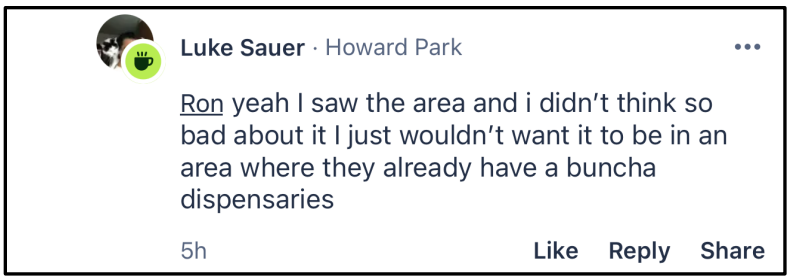
Name: Justin Moore
(Resident / Business Owner / Property Owner or their designated representative)

101 Industrial RD Belmont CA
Property Address

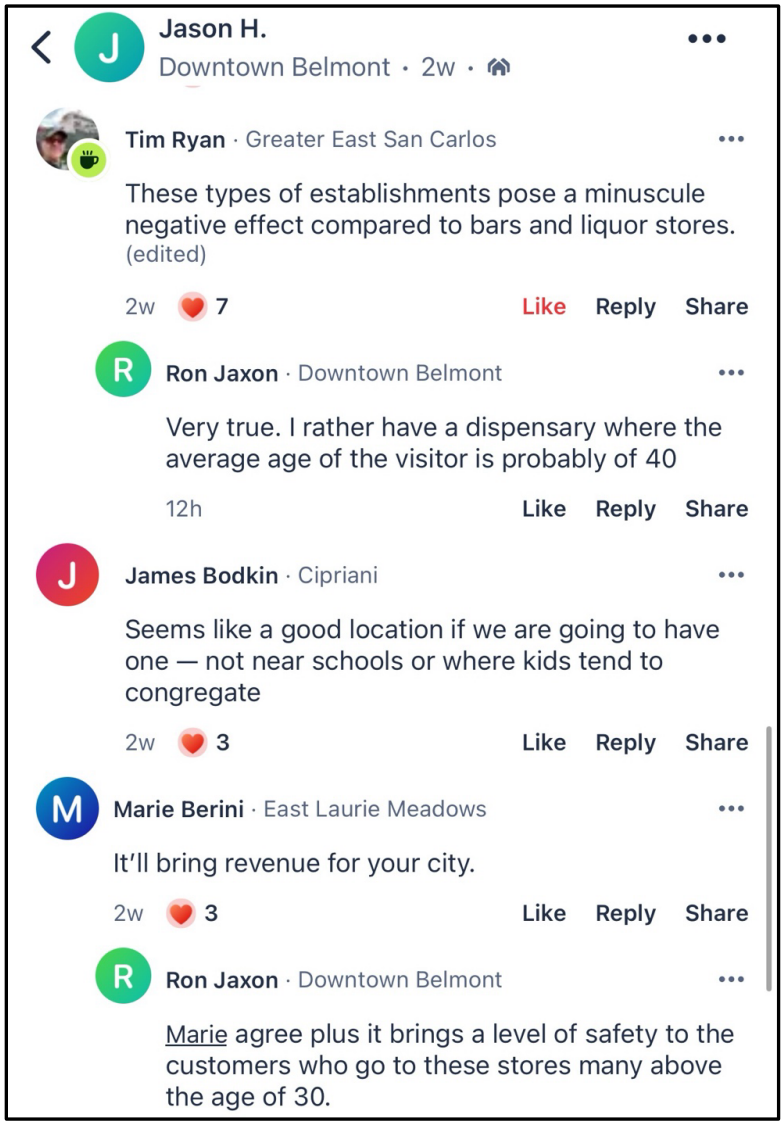
Padilla construction
Business Name

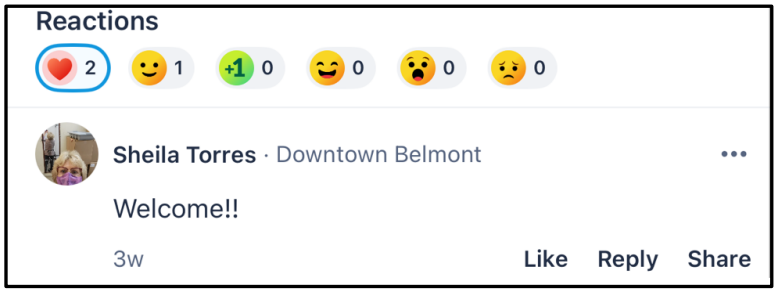
Signature 3/19/25 Date

Name: Ignacio Padilla
(Resident / Business Owner / Property Owner or their designated representative)


Luke Sauer · Howard Park
Ron yeah I saw the area and i didn't think so bad about it I just wouldn't want it to be in an area where they already have a buncha dispensaries
5h Like Reply Share


Slava Y. · Cipriani
Why not?
2w 1 Like Reply Share


Jason H.
Downtown Belmont · 2w ·
Tim Ryan · Greater East San Carlos
These types of establishments pose a minuscule negative effect compared to bars and liquor stores. (edited)
2w 7 Like Reply Share
Ron Jaxon · Downtown Belmont
Very true. I rather have a dispensary where the average age of the visitor is probably of 40
12h Like Reply Share
James Bodkin · Cipriani
Seems like a good location if we are going to have one — not near schools or where kids tend to congregate
2w 3 Like Reply Share
Marie Berini · East Laurie Meadows
It'll bring revenue for your city.
2w 3 Like Reply Share
Ron Jaxon · Downtown Belmont
Marie agree plus it brings a level of safety to the customers who go to these stores many above the age of 30.


Reactions
2
1
0
0
0
0
Sheila Torres · Downtown Belmont
Welcome!!
3w Like Reply Share

January19, 2024

RE: NUG CV BLMT LLC (the "Company") Commercial Cannabis Business ("CCB")
Retail Storefront | Odor Mitigation & Air Quality Memo

City of Belmont,

My name is Trent Thiel, BS Chemical Engineering North Carolina State University. I have represented Camfil as the North American Molecular Filtration Segment Manager for the past 8 years and managed a process gas purification and dehydration service business in the California for 10 years prior to joining Camfil. For those of you unfamiliar with our company; Camfil is a global filtration company with over 3,000 employees, 9 PhD's, 27 production and R&D facilities, two of which are dedicated solely to the research and development of molecular filtration. In 2012, a Canadian colleague of mine began working on a solution to resolve the odor issue on large scale medical cannabis cultivation facilities. Since then not only have we supported the cannabis industry with over $3 MM in solutions in 4 countries, and 17 states, but are now working on design criteria documents and partnering with companies that are essential to the growth and federal legalization of Cannabis Cultivation. This is how I became aware of the Company's need for an odor control initiative.

Understanding Molecular Contaminants and How to Remove Them for Cannabis

Airborne molecules impact businesses in several ways:
1) As odors 2) As irritants 3) As toxins or poisons 4) As corrosive and/or yield impacting agents

Many molecules are known to be harmful to humans, the environment, manufacturing processes (microelectronics, pulp and paper, oil refining, etc.) and more sensitive items such as artifacts in museums and art galleries. Understanding the environment that you are in, the functions of your facility, and assets within your building is essential to selecting the most appropriate molecular filtration solution, and upon my review the Company, has gone above and beyond the requirements for their facility designation and application which I will address in the next section.

As the world leaders for the research and development of clean air filtration solutions we are frequently called upon to aide in new applications and emerging industries to help determine the most effective methods to remove particulate and gaseous contaminants. During our initial involvement with this industry a third party sampled the air in a cannabis cultivation facility in Canada with over 500,000 square feet of grow space and provided us with the results for simulation purposes. It was determined that there is nothing harmful exhausted from cannabis cultivation facilities, but there are specific **odor** profiles from the terpenes in cannabis. The main ones were identified as alpha-pinene, beta-pinene, beta myrcene, beta-caryophyllene and limonene.

In our molecular test rig in Trosa, Sweden (pictured below) we are able to test molecular filters and/or media in accordance with ASHRAE 145.1, ASHRAE 145.2, ISO 10121-1 and ISO 10121-2 under a wide range of temperature and humidity conditions and challenged with different gases at 2,000 CFM. In short, we are the only filtration company in the world capable of testing molecular filters and media at realistic operating conditions.

Our simulation for the cannabis industry was conducted using alpha-pinene as our surrogate for the previous listed terpenes and we were able to determine that with a 60% CTC coconut shell media can guarantee over a 99% initial removal efficiency of the cannabis terpenes.

Applying this Data for the Company

The first thing that places the Company's facility function at a lower need for odor mitigation is the fact that, whether recreational or medical, there is **no** cultivation, **no** extraction, **no** drying, **no** trimming, and **no** product packaging.

> According to Chapter 2.2 of ASHRAE's[1] Heating, Ventilating, and Air-Conditioning Applications Handbook the Company's dispensaries would qualify as *Small Store Retail*. Ventilation requirements of ASHRAE Standard 62.1 must be followed. Objectionable odors may necessitate special filtering, exhaust, and/or additional outdoor air intake.

[1] ASHRAE is The American Society of Heating, Refrigerating and Air-Conditioning Engineers is a global professional association seeking to advance heating, ventilation, air conditioning and refrigeration systems design and construction.

The Company presented me with an air quality plan that is not necessary for their facility. Dispensaries had historically emitted some cannabis odor due to poor packaging or consumer handling onsite. However, when California legalized marijuana last year they also passed Assembly Bill 110 which stipulates that all marijuana packaging (including pop top bottles and exit packaging as well as other forms of cannabis packaging) must be certified child-resistant. This is forcing all dispensaries to use Mylar bags which have been known primarily for military food storage due to their high tensile strength, flexible material, and isolating barrier properties. Once sealed they will isolate the product inside from the outside. This isolation allows you to control the oxygen content, humidity, and light exposure. Ultimately creating an odor-proof seal.

Conclusion

Based on what I have been presented, the Company will be receiving all of their product in accordance with AB-110. Their plan states explicitly:

Upon inventory intake as per State of California BCC regulations, the Company will ONLY accept pre-packaged, sealed, child-proof medical cannabis products. Additionally, all purchased products by patients are placed in odor proof mylar opaque exit packaging. This will reinforce that odor will be mitigated outside of the facility.

§ 5412. Packaging and Labeling (a) A retailer shall not accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale, in compliance with this division. (b) A retailer shall not package or label cannabis goods. *Authority: Section 26013, Business and Professions Code. Reference: Sections 26010 and 26120, Business and Professions Code.*

§ 5413. Exit Packaging Cannabis goods purchased by a customer shall not leave the retailer's premises unless the goods are placed in an opaque exit package. *Authority: Section 26013, Business and Professions Code. Reference: Section 26120, Business and Professions Code*

The Company has proposed a reinforced steel door allows entry into limited access area that encompasses a secure product storage room and an enclosed temperature controlled storage room. The majority of pre-packaged product will be stored within these respective rooms. After business hours, all product that is housed within displays on the retail floor area is taken into the secure storage area.

There are two types of spaces within the Company's CCB retail Storefront:

1) Product Storage (Limited Access Area)
    a. There could be the potential for non-odor proof containers in this space. The primary concern for this space would be cannabis odor. I am recommending 10 to 12 air changes per hour in this space through a MERV 9A particulate filter followed by loose-fill thin bed molecular filter filled with a 60% CTC coconut shell media. This could be in the configuration of panels or cylinders; both of which would have >95% initial removal efficiency in a single pass against the terpenes listed in this document.
2) Public Access and Office Space
    a. This space would only have product in exit packaging, so the risk of odor is much lower. Particulate filtration would be the most important in this area with minimal molecular filtration for comfort air purposes. I am recommending MERV 9A particulate filtration on their supply air and to design their air handling units to provide 6 - 10 air changes per hour through a MERV 14A combination embedded media filter with an ozone rating of 9. A filter changeout every six months would be recommended. This would exceed the requirements set by ASHRAE standard 62.1 for indoor air quality based on their space qualification.

Should their retail commercial cannabis business fall under pharmacy qualifications there could be the need for more stringent filtration depending on the type of pharmacy it would qualify as. The Company has requested my consultative services to help design and implement the above recommendations should they be approved by the City of Belmont Simply put, based on general compliance with the California State BCC laws and my recommendations, the Company's CCB retail facility will mitigate cannabis odor (if any) and improve air quality for employees and patients. Cannabis odor will not emit outdoors let alone into neighboring businesses. Should you have any questions regarding any details in this letter please feel free to contact me directly.

Trent Thiel / Molecular Filtration | Segment Manager | Camfil USA
Phone: +1 (510) 325-9759 | **Email:** trent.thiel@camfil.com | **Web address:** www.camfil.com



RE: Cannabis Waste Management Services for the proposed NUG Cannabis Retail Dispensary

This letter is to confirm GAIACA's intent to provide Cannabis Waste Management Services for the NUG CV BLMT LLC., (the "Company") cannabis retail dispensary located in Belmont, California. GAIACA is a full-service solution, ready to assist current and future cannabis operators in meeting State requirements pertaining to compliant cannabis waste management. Regulatory compliance is of utmost importance in any field; especially in a new, burgeoning one such as the cannabis industry. **Waste management services include, but are not limited to:**

According to State Regulation, it is the responsibility of the operator to identify their waste streams as waste/cannabis waste/hazardous waste and follow all applicable rules and regulations for proper disposal [Title 16 CCR, Division 42 "BCC"; Title 17 CCR, Division 1 "CDPH"; Title 3 CCR, Division 8 "Cal-Cannabis / CDFA"; PRC, Division 30 "Waste Management"; Title 40 CFR, Part 239-282].

- GAIACA will conduct an initial site inspection to evaluate each operators' needs and to help create a site-specific waste program. GAIACA will also help the operator in identifying and profiling their cannabis waste for compliance.

It is a requirement of all operators obtaining a State license to submit a Waste Management Plan that clearly illustrates compliant waste handling and disposal procedures per local and State law [BCC §5054 (a)(b); CDPH §40290 (a); CDFA §8108].

- Following the evaluation, GAIACA will create a site-specific waste management plan, addressing all applicable local, State, and Federal laws.

If not managed onsite, operators must demonstrate that all waste is properly handled by a licensed and permitted cannabis waste service provider [BCC, §5054; CDPH, §40290; CDFA, §8308]

- GAIACA is properly licensed to handle all streams of cannabis waste (hazardous and non-hazardous). GAIACA will provide the operator a Certification of Compliance that can be visibly posted onsite, demonstrating to any State official that the operator has a compliant Waste Management Program in place.

The State requires all cannabis waste to be stored in a secured area on the licensed premises, preventing the public for harm [BCC §5054 (e); CDPH §40290 (b); CDFA §8308 (d)].

- GAIACA will provide secure and lockable drums for cannabis waste accumulation. GAIACA will advise on an appropriate location within the facility in which to store the drums. In addition to a main waste storage area, GAIACA can assist in setting up satellite accumulation points throughout the facility.

All cannabis waste must be properly disposed of. It is the obligation of the operator to mitigate potential sources of odor [BCC §5054 (c); CDPH §40290 (b); CDFA §8308 (e)].

- GAIACA's HazMat-quality, UN-rated drums allow operators to easily and safely accumulate waste onsite. All drums are non-reactive and air-tight to help with cannabis odor control. Drums are equipped with biodegradable inner bag liners to add an extra level of hygiene.

Cannabis goods intended for disposal shall remain on the licensed premises until rendered into cannabis waste. [§ 5054 BCC CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 16, DIVISION 42 (c)]

- GAIACA utilizes a combination of internal industrial processes and strategic partnerships to further treat cannabis waste. The goal being to compost, recycle, and transform, rather than adding to our growing landfills. GAIACA is on a 'zero-waste' mission.

All cannabis waste must be tracked and traced, illustrating that the cannabis product has been rendered "unusable and unrecognizable" and deposited at a licensed compost/landfill/solid waste facility [BCC" §5049 (a)(6) & §5054 (f) & §5314 (a)(3); CDPH" §40290 (d); CDFA §8308 (i)(j)(k) & §8402].

- GAIACA will complete a cannabis waste manifest upon collection of waste. GAIACA's waste manifest tracks the chain of custody of cannabis waste from its cradle (operator facility), through the rendering process, to its final grave (permitted compost/solid waste/recycling facility). GAIACA will provide the operator with a final Certificate of Destruction, showing proof of proper waste disposal. A copy will also be sent to the State, on behalf of the operator, to meet Track-and-Trace requirements.

Thank you for the opportunity to submit our letter of intent to you. We look forward to working with you on this project. If you have any questions please call us at 833.225.4242.

NUG

COMMUNITY & NEIGHBORHOOD | VIRTUAL “MEET & GREET” INVITATION | 03/19/25 @ 5:15 PM

PROPOSED COMMERCIAL CANNABIS BUSINESS | RETAIL STOREFRONT & DELIVERY @ 1538 EL CAMINO REAL

Dear Neighboring Residents, Business Owners & Property Owners:



- Please accept this online invitation to virtually meet and engage with NUG CV BLMT’s ownership team.
- We will be sharing information about our proposed business, a commercial cannabis retail storefront @ 1538 El Camino Real (STE C).
- Our objective is to provide insight and details related to our team’s experience, community benefits, neighborhood compatibility, and safety/security.
- We will be available to address any questions/comments/concerns you may have. Thank you.

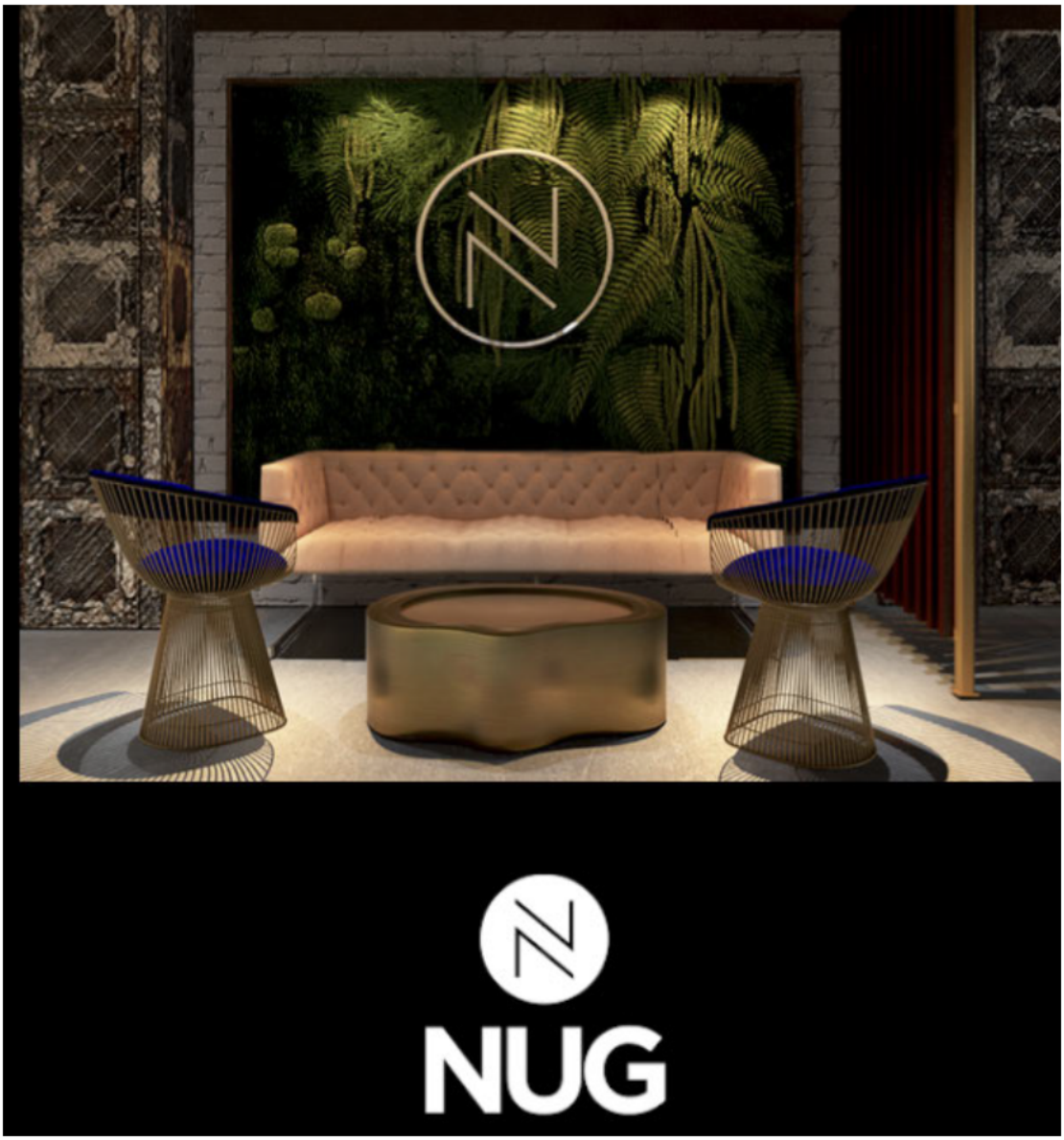
WEDNESDAY, MARCH 19, 2025 @ 5:15 – 6:00PM via GOOGLE MEET

Google Meet Video Call Link: https://meet.google.com/bsa-gxzx-qbg
Or Dial: (US) +1 314-649-9018 | PIN: 490 123 401#



COMMUNITY & NEIGHBORHOOD OPEN-HOUSE MEET & GREET INVITATION

PROPOSED COMMERCIAL CANNABIS BUSINESS | RETAIL STOREFRONT & DELIVERY @ 1538 EL CAMINO REAL



June 7, 2024

Dear Neighboring Residents, Business Owners & Property Owners,

RE: **IN-PERSON OPEN HOUSE INVITATION: TUESDAY JUNE 25, 2024 @ 5:30 PM**

- We are hosting an in person "Open House" on Tuesday, June 25th, 2024, at 5:30 PM.
- Please join us at our proposed location, 1538 El Camino Real (Suite C) in Belmont (former *Jenny Craig*).
- Please accept this invitation to meet and engage with us to address any questions/comments/concerns you may have. We will be sharing information about our proposed business (commercial cannabis retail) and our objective is to provide insight and build relationships with our neighbors; we will be providing complimentary snacks and beverages.
- Please email or call (please leave voicemail and/or text) me (Raj) directly (see below for contact information) to express your interest in joining us or if you have any questions/comments.
- Thank you for your time and we look forward to meeting you.

Sincere regards,

Rajiv "Raj" J. Pottabathni
Managing Director
M: 732.801.6300 | E: Raj@JivaLife.org

Public Comment Emails Received

Courtney Brown

From: [redacted]
Sent: Friday, February 21, 2025 8:01 AM
To: x-community development
Subject: application No 2024-0062

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [redacted] earn why this is important

hi, I want to make my comment anonymous.

I have 2 kids, they are 4 and 2 and I have a beautiful family living in Belmont, and I actually live very close to that development planning area that we are discussing.
There are way more important things than just money can do. I see the note saying because of financial reasons , they are trying to approve it ,
All the households in Belmont do not need money from the government, if there is a need for us to invest money for Belmont city, we can do it as a whole group.
If financial reason is so strong, you can consider accepting other business that is more promising and reasonable then Cannabis business.

I am feeling very uncomfortable for my kids to get exposed to those buildings around, and it will be literally walking distance.
Belmont is a beautiful neighborhood with lots of potential. We can propose something that is more helpful and resourceful in that area rather than accepting Cannabis business.
All houses in Belmont are very nice with a good school system and I am very proud of my neighbor Belmont
.
I strongly against approving this plan, this will not only cause lots of problems and a lot homeless and drug addicted people will come and roam around the area, which I strongly oppose as a resident of Belmont.

I am sure if you have family in Belmont and you own a house in Belmont, you will disagree with approving that plan.

I strongly disapprove of this plan and we need to consider our very near future, it will not only make Belmont into a horrible place to live or raise your kids, but also all the homeowners in Belmont will get disadvantage of accepting Cannabis business here.
There is not much benefit in accepting that business.

Please reconsider and please disapprove of this plan.
I want my house to be safe from those bad influences.
Belmont is a beautiful , prestigious and nice neighborhood so far.

Any changes we make will severely impact the community and this will not do any benefit for Belmont city and family who lives in Belmont and who owns home in Belmont.

Good things can go bad in a minute.
We need a good leader who can represent Belmont and who has good insight when deciding matters. This is the reason why leaders are very important in every place.

Even San Carlos district will not like us to approve that plan as well, we are so close to each other and can eventually affect them as well in the near future.
Currently , in my house , we always open the door and we never had security issues. but once this business comes in, everything will change.

Belmont residents do not need the money from Cannabis business, we are fine as it is now.
Please I strongly against bringing in Cannabis business to Elcamin in Belmont.
I am objecting.
thank you for listening and please share this comment and I want to vote " No "

Courtney Brown

From: [redacted]
Sent: Monday, February 24, 2025 9:22 AM
To: x-community development
Subject: Formal Objection to Proposed Cannabis Dispensary at 1538 El Camino Real (Application No. 2024-0062)
Attachments: Application No.2024-0062_Mak Residence-Formal Objection.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue category

You don't often get email from [redacted] Learn why this is important

[redacted]

February 24, 2025

City of Belmont
Planning Commission
One Twin Pines Lane Belmont, CA 94002
Email: cdev@belmont.gov
Attention: Community Development Department

Subject: Formal Objection to Proposed Cannabis Dispensary at 1538 El Camino Real (Application No. 2024-0062)

Dear Planning Commission Members,

We are writing as concerned residents living directly adjacent to 1538 El Camino Real to formally express our strong objection to the proposed rezoning and establishment of a cannabis dispensary (Application No. 2024-0062). We've been living in this home since 1996, we love it here. Our living room has a full width floor-to-ceiling glass that faces El Camino, but now the City wants to inject a cannabis dispensary directly in the middle of our beautiful panoramic view of the city. While we understand the efforts to foster economic growth in Belmont, we firmly believe that allowing a cannabis dispensary at this location would have detrimental effects on the surrounding residential community.

Primary Concerns:
1) Proximity to Residential Areas and Community Spaces
The proposed site is immediately adjacent to residential homes and within close range of community spaces frequently used by families and children. The presence of a cannabis dispensary in such a location could alter the character of our neighborhood and create discomfort among local residents. Personally, the smell of smoke and cannabis is so sickening that my body reacts with headaches or sleeplessness, not a physical allergic reaction but a mentally stressed reaction. Also, based on the City of Belmont website, Belmont

prohibits ingesting cannabis or cannabis products in a public place, on or within 1,000 feet of a school or daycare. So then, aren't homes with small children essentially the same as daycare? Why are the families who elect to raise their children at home and not send their babies to daycare now being punished? Are we not as worthy because we are just a few people, not a licensed establishment?

2) Negative Impact on Neighborhood Safety and Security
The introduction of a cannabis retail business often attracts increased foot and vehicular traffic, which can lead to loitering, public disturbances, and potential crime activity, including illicit drug-related incidents and theft. This is especially concerning given the close proximity of residential homes and families with young children.

3) Traffic Congestion and Parking Issues
Increased customer traffic at the dispensary could lead to additional congestion along El Camino Real and adjacent residential streets, exacerbating existing parking shortages for residents. This would create unnecessary inconvenience for those who live nearby and rely on these streets for access to their homes.

4) Potential Decline in Property Values
Studies have shown that cannabis dispensaries can contribute to declining property values in adjacent residential areas due to perceived neighborhood deterioration. As a homeowner, we are deeply concerned that this rezoning decision could negatively affect my property investment and that of my neighbors.

5) Alternative Locations Are More Suitable
If Belmont is considering additional cannabis retail establishments (we sincerely hope not), we urge the Commission to prioritize locations in commercial or industrial zones that are less disruptive to residential areas. There are many available sites along El Camino Real that are farther from homes and better suited for such businesses.

Request for Action:
We desperately urge the Planning Commission to reject this proposal and uphold the integrity of our neighborhood by preserving the residential quality of our community. Furthermore, we respectfully request that the City Council reassess zoning policies for cannabis businesses to ensure they are in areas where they will have minimal impact on families and residential communities. Do any of you remember that Belmont was once the first U.S. City to ban smoking? We truly hope that the City of Belmont will not lose her values and determination for serving the people and not money over people. We appreciate your time and consideration of our concerns. Please ensure that our objection is included in the official public record for this hearing.

Yours Sincerely,
[redacted]

P.S. Worse comes to worse, I'm willing to consider quitting my job and turn my home or somewhere within 1000ft of this location to a licensed day care to kill this establishment of the cannabis dispensary.

From: Frederick Crosby
To: x-community development
Subject: Cannabis Dispensary at 1538 El Camino Real in Belmont
Date: Monday, March 3, 2025 6:36:33 PM

You don't often get email from [redacted] Learn why this is important

City Council Members,

I understand you will be discussing allowing a cannabis dispensary at 1538 El Camino Real, next to my community. I'm not against those who use cannabis, but I think allowing this location is ridiculous. We've been waiting for this neighborhood to improve the amenities to make it that family-oriented community we all long for here. We had hoped for retail locations when they developed the high-density firehouse development and got nothing. The neighborhood continues to border on trashy once it touches El Camino with trash and empty beer bottles. This is not a step in the right direction.

As a parent with a kid at Carlmont, and hearing and seeing the massive amounts of vaping already surrounding these students, the city council would be reckless to allow this and clearly signaling this group is anti-family. There are many other locations away from this main corridor to place this should some in the town want this.

Protect our kids.

Thanks,

Frederick Crosby
1549 Vine St

From: mj
To: x-City Clerk"s Office; x-community development
Cc: Sophie Decker
Subject: Cannabis Dispensary In the heart of Our Belmont City!!!
Date: Monday, March 3, 2025 10:52:47 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

I just heard from my neighbors about tomorrow's Tuesday, March 4th, City Council meeting, which includes the item "B. 1538 El Camino Real—R….To establish a CDB store in our backyards.

The City of Belmont is known for its many schools (kids walking/biking to their school), peaceful neighborhoods, family walks in the neighborhood day or night, and more… Allowing cannabis distribution store in the heart of the City WOULD CHNAGE the City's tranquility & potentially effecting or harming the young kids which the families are trying to raise in a healthy environment.

As a resident of Belmont, I reject opening a cannabis store in the heart of the City, and I HOPE you all do the same.☐

Keep the Cozy City of Belmont as Cozy as Can Be.☐

Thanks,

Mansour/Sahra

1557 Vine St.

From: Sophie Decker
To: x-community development
Subject: Cannabis Dispensary on 1538 El Camino Real in Belmont
Date: Monday, March 3, 2025 6:09:03 PM

You don't often get email from [redacted] Learn why this is important

Dear City Council Members,

Tomorrow - Tuesday March 5th, 2025 - you will be listening to arguments for and against allowing a Cannabis dispensary into our neighborhood, steps away from where kids live and ride their bicycles. Downtown Belmont is a neighborhood of families with children. We do not want Cannabis sold behind our homes and walking distance from schools. You are increasing the crime element in what used to be a quiet and safe neighborhood. The fact that you are holding a city council meeting on this means that you are seriously considering adding this business to our neighborhood and are holding the obligatory meeting.

Why not place the Cannabis dispensary in a light industrial complex, perhaps what is appropriately named Industrial Road? This way their business does not affect our kids, and they can operate as need be.

Many of our neighbors on 5th and 6th avenue in particular are already dealing with the fallout of the apartments added next to Safeway. The drug deals in the alley, the empty liquor bottles, and many other unsavory events impact the children living there and those commuting through the area on their way to school. Adding a cannabis dispensary will further degrade the situation.

Please hear us this time around. Do not approve the Cannabis business next to family homes and help keep Belmont the safe and quiet city that attracted so many of us here.

Thank you,

Sophie Decker
1549 Vine Street

From: Elisa Stern
To: x-community development
Subject: Cannabis store near my home
Date: Monday, March 3, 2025 4:41:15 PM

> You don't often get email from [redacted]. Learn why this is important

Dear City Council,

On Tuesday you will be listening to arguments for and against allowing a Cannabis store into our neighborhood, steps away from where kids live and ride their bicycles. This location is no place for a Cannabis business. It's not like they are opening a bakery or toy store.

This is a neighborhood of families with children. We do not want Cannabis sold behind our homes. You are increasing the crime element in what used to be a safe neighborhood. The fact that you are holding a city council meeting on this means that you have already gone to bed with the Cannabis business. Shame on you.

I have a great idea. Why don't you place the Cannabis dispensary in a light industrial complex? That way all the weed-heads can shop to their heart's content AWAY FROM MY KIDS. Wow -- what a great idea!

Please don't sell us tax-paying citizens out again. I know you see dollar signs and are punch-drunk with the tax dollars, but please, for once, consider that we live here with our kids. Advise this business to go to a light-industrial complex.

Thank you.

From: Elisa Stern
To: x-community development
Subject: Cannabis store near my home
Date: Monday, March 3, 2025 4:41:15 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council,

On Tuesday you will be listening to arguments for and against allowing a Cannabis store into our neighborhood, steps away from where kids live and ride their bicycles. This location is no place for a Cannabis business. It's not like they are opening a bakery or toy store.

This is a neighborhood of families with children. We do not want Cannabis sold behind our homes. You are increasing the crime element in what used to be a safe neighborhood. The fact that you are holding a city council meeting on this means that you have already gone to bed with the Cannabis business. Shame on you.

I have a great idea. Why don't you place the Cannabis dispensary in a light industrial complex? That way all the weed-heads can shop to their heart's content AWAY FROM MY KIDS. Wow -- what a great idea!

Please don't sell us tax-paying citizens out again. I know you see dollar signs and are punch-drunk with the tax dollars, but please, for once, consider that we live here with our kids. Advise this business to go to a light-industrial complex.

Thank you.

From: Rocio Sanchez-Moyano
To: x-community development
Subject: Comment on March 4, 2025 Planning Commission Agenda items 7 B & C
Date: Monday, March 3, 2025 10:04:51 PM

You don't often get email from [redacted]. Learn why this is important

Dear members of the Planning Commission,

I live in the residential neighborhood to the west of the proposed rezoning to S-3 Cannabis Retail & Distribution Overlay Combining District for the properties in agenda items 7 B & C. I would like to note my objection to these proposed rezonings.

It would be my personal preference to not live near cannabis dispensaries. However, my larger concern is the potential approval of 2 locations. The staff report notes that they reviewed both applications "in order to diversify the
City's portfolio and provide for some contingency if one operator is ultimately not viable." Research suggests that cannabis dispensaries can be associated with decreased property values and increased crime (references at the bottom of this email). Dispensaries themselves are often at risk as a majority-cash business. By approving 2 locations within blocks of each other, these negative effects are compounded and concentrated on my neighborhood.

References:
https://www.sciencedirect.com/science/article/abs/pii/S0166046221000156
https://news.ucdenver.edu/do-marijuana-dispensaries-increase-neighborhood-crime/

Thank you,
Rocio Sanchez-Moyano

From: Wilma Espinoza
To: x-community development
Subject: Community safety
Date: Monday, March 3, 2025 8:00:19 PM

> You don't often get email from [redacted]. Learn why this is important

I understand that tomorrow you are taking up a proposal to bring a cannabis store to our neighborhood. I join my neighbors in registering a strong objection to such an addition to our community. I view it as an unnecessary addition that will only serve as a nuisance and magnet for outside troublemakers. Please, let's focus on promoting and maintaining the quiet, clean, healthy, peaceful environment that first attacted us to this community.

Thank you,
Wilma Espinoza
Harbor Blvd.

From: Julie Behn
To: x-community development
Subject: Oppose the new proposal for cannabis store
Date: Monday, March 3, 2025 5:36:05 PM

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,

We are righting to express our opposition of the Cannabis store proposed to go in on El Camino near Harbor Blvd and Fifth Avenue. We live on Fifth Avenue and already experience high traffic in an area where kids play. We do not want this type of business being around our neighborhoods children and in our neighborhoods.

Thank you in advance for your consideration.
Mark and Julie Behn

From: Mayumi.Takahashi@nikon.com
To: x-community development
Subject: PROTEST Cannabis Store in Downtown Belmont
Date: Monday, March 3, 2025 4:49:26 PM

> You don't often get email from [redacted]. Learn why this is important

Hello,

I am writing to you to strongly protest the Cannabis Store under consideration for downtown Belmont.
It does NOT belong in my neighborhood!!

Mayumi Takahashi
1359 Sixth Avenue
Belmont, CA 94002

From: Jennifer Taxay
To: City Council; x-community development
Subject: Rezoning and Development Agreement - Cannabis Retail in downtown Belmont
Date: Monday, March 3, 2025 7:39:22 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

As a Belmont resident of nearly 13 years in the downtown section of the city, I **strongly oppose** the proposal for the cannabis stores to be located just steps away from our neighborhood. I live on Sixth Avenue near the corner of Harbor, just two blocks from El Camino Real. Have you considered what kind of people you are going to attract to our neighborhood with that kind of retail around the corner? The industrial part of the town closer to 101 could easily be used as a cannabis retail spot - that area already has a local brew shop. San Carlos has done a great job converting the industrial area to be used for wineries and local breweries. Please consider the people in this part of Belmont before you destroy what used to be a safe place to live. As an aside, everyday I walk my dog in the area, and I am appalled by the disgusting garbage and litter that is all over the ground, especially near the bus stop and along the side of the road just south of where one of the stores is being proposed. What can we do to get that cleaned up? I am beyond angry that we chose to buy our family home here, just to have our safety at risk. Who would want to buy a home and raise their family near garbage strewn streets and a Cannabis retail store around the corner?

Thank you for your consideration,
Jennifer Taxay

From: Jason Hwang
To: x-community development
Subject: S-3 Cannabis Retail & Distribution Overlay District - APPLICATION NO. 2024-0062
Date: Monday, March 3, 2025 3:38:17 PM

> You don't often get email from [redacted]. Learn why this is important

As a resident a long the 1500 block on 5th ave. I oppose this cannabis retail coming to our town. Belmont is known for family friendly, quite and safe city. Major concern for safety. It potential increases in crime or loitering around the store. You can already smell the smoke of cannabis from parked car along the El Camino Real between Harbor Blvd and 5th ave. The residents are already suffering from unwanted fume. It also increases traffic, noise around the store and devalue the community

Courtney Brown

From: Dana Bosso <[redacted]>
Sent: Friday, March 7, 2025 12:05 PM
To: ComDev
Subject: No On Cannabis Storefronts in Belmont

Follow Up Flag: Follow up
Flag Status: Flagged

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To Whom it May Concern,

MY response to reading about the consideration of cannabis storefronts in Belmont is; please, no. There are plenty of cannabis stores in the Bay Area for those who use recreationally or medicinally, even those with abuse issues. Please don't put the community safety in jeopardy. Driving under the influence of cannabis comes to mind, robbery, theft, traffic, more humans suffering from co-occurring issus of substance use disorder and mental health will be directed here from SF and RWC. Within the cannabis using population exist those who use other substances as well that put their health and lives at risk. Let's do the right thing and say no to cannabis access in Belmont. I'm assuming tax revenue and business sales are the goal here but not all money is good money. Please, no.

Sincerely,

Dana Bosso

Sent from my iPad

Courtney Brown

From: [redacted]
Sent: Monday, March 17, 2025 11:40 AM
To: x-community development
Subject: Re: Cannabis Store at 1538 El Camino Real

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

You can ignore this request. I've learned more about the business and feel comfortable with them in the shopping center. Thank you!

On Tue, Mar 11, 2025 at 3:30 PM Jordan Ambler <[redacted]> wrote:

Hi - It has come to my attention that a cannabis store is potentially moving into the shopping center located at 1538 El Camino Real. My business is Sling It! Lacrosse in Unit A of the shopping center.

The majority of our customers are young children in elementary and middle school, and so it seems reasonable that a cannabis shop in the same center is inappropriate. Most of our customers are not from the city of Belmont, and travel from as far as San Francisco, the East Bay, or San Jose to come to our stores, as we are highly specialized with lacrosse being a relatively small sport. On occasion we host small stringing classes at our shop composed of mostly children, so that they can learn how to maintain and adjust their lacrosse stick.

I was notified of the pending tenancy from a customer who expressed grave concern, and I fear that the cannabis store may impact my business negatively, if families don't feel comfortable bringing their children to our store.

While I don't think it is my business to tell another business where they can operate, I do think we should try to reasonably avoid placing businesses near each other that may negatively affect each other.

Thank you for your time and consideration.

--

Jordan Ambler | President | Sling It! Lacrosse | 800.693.5529 | www.slingitlacrosse.com

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Courtney Brown

From: [redacted]
Sent: Tuesday, March 11, 2025 2:47 PM
To: x-community development
Cc: Michelle Ellis; Tom Carey
Subject: Re: 1538-ElCamino-CUP-Cannabis_PUBLIC-COMMENT:3/11/2025

Importance: High

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Attn : Zoning Administrator, City of Belmont

Re: 1538 El Camino Real Conditional Use Permit (CUP) and Design Review hearing, March 11, 2025

The below comment is submitted to the City and Z.A. with regard to the proposed Cannabis facility at 1538 El Camino Real. Our office represents the adjacent property, and herein makes known their concerns and requests as to this project.

While not opposing the proposed establishment of this business, the following concerns are submitted, paired with the consequent requests to mitigate these concerns - all concerns having broad public scope and effect to the welfare of City residents and neighbors :

1.) Request that the enforcement mechanisms (cited and referenced within the City's ordinance relating to Cannabis establishments) be consistently applied, and measured with frequent regularity.

2.) Request that performance standards set forth in Conditions of Approval are rigorously adhered-to, and reviewed in timely manner, consistent with best practices as regards this type of business.

Specific elements of the above requests which are of unique concern arising from this type of business, and which other jurisdictions have experienced, are :

a.) Loitering of persons patronizing the business on either the public sidewalk, or the subject parking lot, and inclusive of
the nearby SamTrans bus-stop.
b.) Noise arising from outdoor loitering/congregating/disputes from patrons of the business.
c.) Traffic & parking, vehicular :
- Double-parking on El Camino, while waiting for &/or picking up of patrons of the business.
- Blocking of sidewalk by vehicles patronizing the business.
- Loitering of persons in vehicles, patronizing the business.

Thank you for your considered implementation to mitigate these experiences other jurisdictions have encountered. Accountable follow-through, and measured procedures as to performance, can mitigate such problems from arising.

David Beaumont

CKS Environmental/Land-Use Planning/Development/Government Affairs

Courtney Brown

From: Elisa Stern <[redacted]>
Sent: Tuesday, March 11, 2025 3:03 PM
To: x-community development
Subject: Zoning Commission meeting

Categories: Carlos

You don't often get email from [redacted] Learn why this is important

Hello,

I live in the downtown neighborhood on 6th Ave and am vehemently against you placing a cannabis store in my neighborhood. I understand that you have deemed a location that backs up against a family neighborhood as a great place to sell drugs, but that does not reflect the values of the property tax-paying citizens who live here.

We are raising young children on 5th and 6th Avenue, and have high hopes of them going to college. Not learning the ins and outs of how to buy Cannabis and get high as they ride their bikes to purchase more lacrosse gear from the SlingIt Lacrosse store that sits just feet away from this soon-to-be sleazy establishment.

It is beyond me and my neighbors as to why you had to choose this location. Its because 1) you don't live on 5th or 6th Avenue, so you don't care, and 2) $$$$, sp let's be honest, that's all you care about. Your kids and family don't have to experience the unsavory people who will frequent this place, so you don't care. And while you consider this part of the neighborhood the right place to place to sell drugs, the property tax-paying citizens of Belmont do NOT.

Please reconsider your ill-guided decision to place this nefarious drug-dealing establishment near where my children are.

Thank you,

A pissed-off resident of Belmont who has lived here for 22 years.

Courtney Brown

From: Family Hwang [redacted] >
Sent: Monday, March 10, 2025 3:26 PM
To: x-community development
Subject: Opposition to the Opening of Cannabis Retail Store at application number 2024-0062

Categories: Carlos

You don't often get email from [redacted] Learn why this is important

I am writing on behalf of the residents of Belmont to express our collective opposition to the proposed opening of a cannabis retail store at 1538 El Camino Real. Our community has several concerns regarding this development:

- Safety and Security: You need to put community and youn children's health safety and security first! There are many family living right behind and student passing by this location. Concern with crime and safety issues that may arise with the presence of a cannabis retail store.

- Property and Community Values: Belmont is a quiet small city town that only stretches 1.5 miles along the El Camino Real. I do not see any benefit from this business. Why are you making the town an undesired place to move in? City needs to focus and bringing positive business that everyone wants to come and visit.

We respectfully urge the city council to consider our concerns and take them into account when making a decision regarding the opening of this store.

Thank you for your attention to this important matter.

Courtney Brown

From: Maureen Moran [redacted]
Sent: Monday, March 10, 2025 3:41 PM
To: x-community development
Subject: Re: CANNABIS RETAIL HEARING

Categories: Carlos

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Re:
CANNABIS RETAIL IN BELMONT, application #2024-0062, this email votes a resounding NO!
As a resident of Belmont since birth, with strong roots in this community, I strongly object to any such establishment.
Can we not retain SOME charm and wholesomeness to our little town?
There are plenty of delivery options or "out of city limit" establishments available to residents if they are so inclined.
No need for a "bricks and mortar", which will just lead to increased traffic congestion, questionable patrons, and possible crime related incidents.
Keep Belmont, above all, FAMILY VALUES FOCUSED, safe, and wise enough to be untouched by pressure to submit to calls for this type of establishment.
Maureen Moran

Sent from my iPhone

Courtney Brown

From: Michael Brake [redacted] >
Sent: Tuesday, March 18, 2025 9:46 PM
To: x-community development
Subject: Cannabis Retail Storefront 1300-1500 blk. El Camino Real

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Community Development and City Council members

I endeavor to write to you about my concerns that the City is seeking input regarding considering or granting permission for a Cannabis Retail Storefront in two identified locations on El Camino Real.

I have lived in Belmont since 1991. I know that the City wishes and believes that the City leaders can reimagine and implement what is necessary to make the City thrive, be successful, and admired for its creativity. This most definitely would make other cities envy what we're doing here in our community!

Belmont has had a general plan or redevelopment vision for several decades. We have seen some projects come to fruition, but not what many residents have hoped for!

As to the Cannabis Retail Storefront suggested locations. I ask why would we want this, and how is this type of business could be more important than an anchor business such as a prominent restaurant or other retail establishments that would serve our entire community? This City is only about 27,000 people. We have such limited options as far as entertainment, quality restaurants, or other brick and mortar businesses that would serve our direct needs. We simply need to look no further just south of us in San Carlos.

I wish I could spend more money in Belmont and helping our own tax base, but I find myself in neighboring San Carlos or San Mateo! It's perplexing to figure out how this Cannabis Retail Storefront benefits us here in the City of Belmont? That is a really difficult argument to say that this benefits our citizenry? To believe that Belmont would be safer or that the quality of our lives will benefit by green lighting this proposal is highly doubtful.

Thes two locations that are being proposed to sell, store, and distribute Cannabis doesn't make it any safer, and I argue it becomes less safe! The area being proposed, the 1300-1500 blks of El Camino Real has no less than (four) massage parlors in just walking distance. These businesses commonly attract questionable behavior from customers patronizing these businesses, and more importantly allows the immediate area to become, if I may say, more salacious. I don't think anyone living in this City wants to traverse through the area where it's filled with massage parlors and Cannabis Retail Storefronts! How is any of this quaint?

What does come to mind are the number of Cannabis Retail Storefront robberies and burglaries that we read about in our news. Or what about an innocent victim walking or driving by during an incident in

progress and that innocent passerby now becomes a victim? What about a very recent attempted murder of a Cannabis Retail Storefront owner in San Francisco. Shot multiple times and barely survived! I ask why are we inviting this in to our southern city boundaries? Is this the look that we so desire? We want something that's inviting, something that promotes safety and security and prosperity for those of us that live here,

We have alternative options if the city leaders want to propose a Cannabis Retail Storefront to open up in the City of Belmont. Options such as Shoreway Road or possibly the Unincorporated Harbor Industrial area. Away from children, seniors, churches, or in-home day care. Both Shoreway corridor and The Harbor Industrial are certainly viable options which are commercialized retail locations and are easily accessed by foot, vehicle, or other transportation means.

We have an opportunity to bring our community in line with other innovative neighbors. This is quality of life and safety for sure. I do not support placing a Cannabis Retail Storefront at either of these two locations. I have suggested other locations that I believe the City could considered to be just as suitable as our southern gateway. Our City leaders must recognize that it's paramount to promote safety and quality of life for those of us who work, raise our families, and shop every day.

P.S. Your web address that you provided is incorrect. It shows a period after the gov

Respectfully,

Michael Brake

Courtney Brown

From: Soojin Shim <[redacted]>
Sent: Monday, March 10, 2025 3:22 PM
To: x-community development
Subject: Concern Regarding the Proposed Cannabis Business in Belmont

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Dear [City Council/Planning Committee],

I am writing as a **concerned parent and resident of Belmont**, strongly objecting to the proposal to establish a **cannabis business in our community**. As a **mother of two young children**, I am deeply worried about the potential impact this could have on **our neighborhood, schools, and overall community environment**.

While I understand the economic considerations, I believe that a cannabis business in Belmont raises serious concerns:

1.

Proximity to Children & Families

- Belmont is a **family-oriented community**, and the presence of a cannabis business may not align with the values many parents uphold.
- Increased accessibility and exposure to cannabis-related products could **normalize its presence** among minors, despite legal restrictions.

2.

Community & Safety Concerns

- Cannabis businesses can attract **increased foot traffic** and, in some cases, **undesirable activities** that may affect the safety of our children.
- Studies have shown that communities with cannabis dispensaries often experience an **increase in impaired driving incidents**.

3.

Impact on Neighborhood Character & Property Values

- A cannabis business **may change the character of our town**, potentially deterring families from moving here.
- There is evidence that such businesses can **negatively affect property values** in residential areas.

As a parent, my **top priority** is ensuring that Belmont remains a **safe, family-friendly community**. I respectfully urge the committee to **reconsider this proposal** and prioritize businesses that better align with our town's values and long-term growth.

Thank you for your time and consideration. I hope you will take these concerns into account when making a decision.

Sincerely,
Soojin

Carlos de Melo

From: Jordan Ambler <[redacted]>
Sent: Monday, March 17, 2025 11:40 AM
To: x-community development
Subject: Re: Cannabis Store at 1538 El Camino Real

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

You can ignore this request. I've learned more about the business and feel comfortable with them in the shopping center. Thank you!

On Tue, Mar 11, 2025 at 3:30 PM Jordan Ambler <[redacted]> wrote:

Hi - It has come to my attention that a cannabis store is potentially moving into the shopping center located at 1538 El Camino Real. My business is Sling It! Lacrosse in Unit A of the shopping center.

The majority of our customers are young children in elementary and middle school, and so it seems reasonable that a cannabis shop in the same center is inappropriate. Most of our customers are not from the city of Belmont, and travel from as far as San Francisco, the East Bay, or San Jose to come to our stores, as we are highly specialized with lacrosse being a relatively small sport. On occasion we host small stringing classes at our shop composed of mostly children, so that they can learn how to maintain and adjust their lacrosse stick.

I was notified of the pending tenancy from a customer who expressed grave concern, and I fear that the cannabis store may impact my business negatively, if families don't feel comfortable bringing their children to our store.

While I don't think it is my business to tell another business where they can operate, I do think we should try to reasonably avoid placing businesses near each other that may negatively affect each other.

Thank you for your time and consideration.

--

Jordan Ambler | President | Sling It! Lacrosse | [redacted] | [redacted]

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STAFF REPORT

Meeting Date:	March 25, 2025
Agency:	City of Belmont
Staff Contact:	Tobi Liebermann, Housing and Economic Development Manager
Agenda Title:	Housing Element Annual Progress Report 2024 and Housing Successor Annual Report FY 2023-24
Agenda Action:	For Information Only

Recommendation

Review the Housing Element Annual Progress Report 2024 and the Housing Successor Annual Report FY 2023-24, and direct staff to transmit the reports to the California Governor's Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

Strategic Focus Area

Economic Development and Housing

Background

Housing Element Annual Progress Report 2024

Government Code 65400 requires each governing body to prepare an annual report on the status and progress of implementing the jurisdiction's Housing Element of the General Plan. Housing Element Annual Progress Reports (APR) are due annually in April covering the previous calendar year. Therefore, this year's report evaluates the progress made towards housing production during the time period between January 2024 and December 2024. The Housing Element Annual Progress Report 2024 is included as Attachment A.

Housing Successor Annual Report Fiscal Year 2023-24

Housing Successor entities must provide an Annual Report that details compliance with the expenditure limitations detailed in Senate Bill 341 (H&SC 34176.1(f)) during each five-year compliance period. The information should be reported at the same time as the Housing Element Annual Report due in April of each calendar year. The current reporting period is fiscal year 2023-24, covering July 1, 2023 through June 30, 2024. The Housing Successor Annual Report FY 2023-24 is included as Attachment B.

Analysis

Housing Element Annual Progress Report 2024

The Regional Housing Needs Assessment (RHNA) 6th cycle covers the years 2023 through 2031, making 2024 the second year of the planning period. The City Council adopted the revised 2023-2031 Housing Element on Sept. 10, 2024. The State Department of Housing and Community Development (HCD) reviewed the adopted Housing Element and determined it meets the statutory requirements of State Housing Element Law on October 16, 2024.

Every year on April 1, the City is required to report on progress towards meeting the Regional Housing Needs Allocation (RHNA) and Housing Element Programs. The report format is set by HCD and cannot be altered. The City reports on projects that have received completed entitlements, building permits issued, and building permits finaled. Only projects with building permits issued in the reporting year count towards RHNA. In 2024, the City issued building permits for 25 Accessory Dwelling Units (ADUs). Building permits were also issued for a 125-unit 100% affordable housing project, the ROEM project at 803 Belmont Avenue. RHNA progress is shown in the table below.

INCOME LEVEL	RHNA	Prior Reporting Periods*	2024 Reporting Period 1/1/24-12/31/24	TOTAL UNITS	RHNA NEED
Very Low	**488**	6	68	74	414
Low	**281**	6	67	73	208
Moderate	**283**	18	12	30	253
Above Mod	**733**	22	3	25	708
Total Units	**1,785**	52	150	202	1,583

*6/30/2022-1/30/2023, plus remainder of 2023

In addition to the permitted units summarized above, the City of Belmont has approved entitlements in 2024 for an additional 65 units located at 678 Ralston Avenue, 64 of which are affordable.

HCD requires all jurisdictions to report on progress made on housing programs as outlined in their adopted housing elements. In this planning cycle, HCD is tracking progress with greater attention and will be looking for lack of progress on any programs pledged to be completed or worked on during the reporting period. HCD is also strongly encouraging reporting on housing element programs that occur after the 2024 reporting period and take credit for progress on programs reportable for 2025 and beyond. HCD has reminded jurisdictions of the repercussions of failing to meet program objectives in a timely manner, which includes possible housing element decertification.

Some of the notable progress on programs that were accomplished and reported to HCD include:

- Established by-right housing designation for prior housing element sites
- Facilitation and support of pipeline and pending housing projects by City staff
- Ongoing management of portfolio of deed restricted affordable units
- Outreach to local partners to obtain and share information on home rehabilitation opportunities for low-income households
- Work on zoning codes updates to increase floor area ratios and heights in the Corridor Mixed Use and Village Station Core zoning districts
- Continued financial support for HIP Housing's home sharing program
- City participation in the Countywide ADU Resource Center

Housing Successor Annual Report

The Housing Successor Annual Report for the Low Moderate Income Housing Asset Fund (Belmont Affordable Housing Fund 275) has been prepared pursuant to CA Health and Safety Code Section

34176.1(f) and is included as Attachment B. The financial data contained in this report is based on the Belmont Annual Comprehensive Financial Report (audit) prepared by Maze and Associates for fiscal year 2023-24. The report includes summaries of the deposits to, ending balance of, and expenditures from the Belmont Affordable Housing Fund. The report also includes a description of the Housing Successor Agency's Assets, including real property and loans receivable. Based on the information provided in the attached report, the Belmont Housing Successor remains in compliance with all applicable sections of the Health and Safety Code.

Alternatives

1. Direct staff to make amendments to the Annual Housing Reports

Attachments

A. Housing Element Annual Progress Report 2024
B. Housing Successor Annual Report FY 2023-24

Fiscal Impact

☒ No Fiscal Impact
☐ Funding Source Confirmed:

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

Jurisdiction	Belmont
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A
Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes							Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5							6	7	8	9	10		11	12	13
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes+
Summary Row: Start Data Entry Below								9	8	53	8	0	9	4	91	14	0						
	040-313-280	951 Old County Rd	Ridge at Masonic	PA2024-0065	5+	R	12/22/2024	9		53				1	63			SB 423 (2023)	Yes	Yes	Pending	Ministerial	Project approved Jan 23, 2025
	044051190	1916 LYON AVE		B2024-0020	ADU	R	1/17/2024		1						1	1		NONE	No	N/A	Approved	Ministerial	
	043052050	4120 MARSTEN AVE		B2024-0023	ADU	R	1/18/2024		1						1	1		NONE	No	N/A	Approved	Ministerial	
	043072760	3828 NAUGHTON AVE		B2024-0040	ADU	R	1/28/2024		1						1	1		NONE	No	N/A	Approved	Ministerial	
	043251160	2122 FOREST AVE		B2024-0044	ADU	R	1/31/2024		1						1			NONE	No	N/A	Pending	Ministerial	
	043202360	2943 SAN JUAN BLVD		B2024-0079	ADU	R	2/21/2024		1						1	1		NONE	No	N/A	Approved	Ministerial	
	044241020	2519 READ AVE		B2024-0099	ADU	R	3/11/2024		1						1			NONE	No	N/A	Pending	Ministerial	
	045152550	905 SOUTH RD		B2024-0110	ADU	R	3/20/2024		1						1			NONE	No	N/A	Pending	Ministerial	
	045393070	2727 HALLMARK DR		B2024-0141	ADU	R	4/5/2024		1						1	1		NONE	No	N/A	Approved	Ministerial	
	043112020	3715 NAUGHTON AVE		B2024-0143	ADU	R	4/5/2024				1				1	1		NONE	No	N/A	Approved	Ministerial	
	043233090	2607 LINCOLN AVE		B2024-0145	ADU	R	4/9/2024				1				1			NONE	No	N/A	Pending	Ministerial	
	043290400	2608 CIPRIANI BLVD		B2024-0249	ADU	R	6/19/2024				1				1	1		NONE	No	N/A	Approved	Ministerial	
	045263040	1324 SUNNYSLOPE AVE		B2024-0264	ADU	R	6/26/2024				1				1			NONE	No	N/A	Pending	Ministerial	
	044331080	1731 VALLEY VIEW AVE		B2024-0265	ADU	R	6/26/2024				1				1			NONE	No	N/A	Pending	Ministerial	
	044014060	512 ALAMEDA DE LAS PULGAS		B2024-0308	ADU	R	7/30/2024				1				1			NONE	No	N/A	Pending	Ministerial	
	040274140	500 CAMBRIDGE ST		B2024-0363	ADU	R	8/24/2024				1				1			NONE	No	N/A	Pending	Ministerial	
	044194010	455 SOUTH RD		B2024-0401	ADU	R	9/20/2024				1				1			NONE	No	N/A	Pending	Ministerial	
	043273140	2509 DEKOVEN AVE		B2024-0555	ADU	R	12/19/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	045441540	2884 WAKEFIELD DR		B2024-0564	ADU	R	1/28/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	044021010	2609 NEWLANDS AVE		B2024-0053	ADU	R	2/6/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	044012480	2128 LYON AVE		B2024-0100	ADU	R	3/12/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	043022140	2028 BISHOP RD		B2024-0102	ADU	R	3/14/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	045151140	919 HOLLY RD		B2024-0219	ADU	R	5/28/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	043114250	3416 LODGE DR		B2024-0280	ADU	R	7/3/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	044112250	1506 WILLIAMS ST		B2024-0297	ADU	R	7/22/2024						1		1	1		NONE	No	N/A	Approved	Ministerial	
	043112040	3711 NAUGHTON AVE		B2024-0375	ADU	R	9/5/2024						1		1			NONE	No	N/A	Pending	Ministerial	
	045082120	1840 EL VERANO WAY		B2024-0393	ADU	R	9/17/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	044231420	2619 PONCE AVE		B2024-0427	ADU	R	10/9/2024							1	1			NONE	No	N/A	Pending	Ministerial	
	045161100	895 LAUREL AVE		B2024-0434	ADU	R	10/10/2024							1	1			NONE	No	N/A	Pending	Ministerial	

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
Summary Row: Start Data Entry Below							52	0	12	0	0	0	1		65
	040313280	678 Ralston Ave	Ridge at Ralston	PA2023-0050	5+	R	52	0	12				1	5/22/2024	65
	045244210	1361 5th Ave	Village Walk	B2021-0463	SFA	O									0
	040290260	815 Old County Rd	The Hayden	B2021-0273	5+	R									0
	046031070	1325 Old County Rd	Artisan Crossing	B2019-0345	5+	R									0
	044-172-190 and 044-172-200	803 Belmont Ave	Belmont Ave	PA2020-0020	5+	R									0
	044051190	1916 LYON AVE		B2024-0020	ADU	R									0
	043052050	4120 MARSTEN AVE		B2024-0023	ADU	R									0
	043072760	3828 NAUGHTON AVE		B2024-0040	ADU	R									0
	043202360	2943 SAN JUAN BLVD		B2024-0079	ADU	R									0
	045393070	2727 HALLMARK DR		B2024-0141	ADU	R									0
	043112020	3715 NAUGHTON AVE		B2024-0143	ADU	R									0
	043290400	2608 CIPRIANI BLVD		B2024-0249	ADU	R									0
	044021010	2609 NEWLANDS AVE		B2024-0053	ADU	R									0
	044012480	2128 LYON AVE		B2024-0100	ADU	R									0
	043022140	2028 BISHOP RD		B2024-0102	ADU	R									0
	045151140	919 HOLLY RD		B2024-0219	ADU	R									0
	043114250	3416 LODGE DR		B2024-0280	ADU	R									0
	044112250	1506 WILLIAMS ST		B2024-0297	ADU	R									0
	044211060	800 MIRAMAR TER		B2022-0227	ADU	R									0
	044064140	1826 OAK KNOLL DR		B2022-0443	ADU	R									0
	044123010	1813 HILLMAN AVE		B2023-0180	ADU	R									0
	045373090	1056 CONTINENTALS WAY		B2023-0186	ADU	R									0
	043172030	2722 BARCLAY WAY		B2023-0245	ADU	R									0
	044372200	1 PHYLLIS CT		B2023-0259	ADU	R									0
	045121150	1608 CHULA VISTA DR		B2023-0294	ADU	R									0
	044081080	1942 BAYVIEW AVE		B2023-0295	ADU	R									0
	045491010	2413 HASTINGS DR		B2023-0378	ADU	R									0
	044022270	2411 BUENA VISTA AVE		B2023-0406	ADU	R									0
	044290600	2005 ARBOR AVE		B2023-0407	ADU	R									0
	040312080	621 WESSEX WAY		B2023-0486	ADU	R									0
	044141150	906 RUTH AVE		B2019-0218	ADU	R									0
	044242040	2123 ARTHUR AVE		B2020-0196	ADU	R									0
	045373170	1016 CONTINENTALS WAY		B2021-0003	ADU	R									0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								
1					2	3	4							5	6
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements
	043262150	2309 WOOSTER AVE		B2021-0249	ADU	R									0
	044102010	1700 MILLS AVE		B2021-0513	ADU	R									0
	044112090	1543 WINDING WAY		B2022-0035	ADU	R									0
	044091350	1744 TERRACE DR		B2022-0142	ADU	R									0
	043171140	2723 BARCLAY WAY		B2022-0254	ADU	R									0
	043390020	3850 W NAUGHTON AVE		B2022-0270	ADU	R									0
	044152130	800 ANITA AVE		B2022-0315	ADU	R									0
	044123230	1586 WINDING WAY		B2022-0508	ADU	R									0
	044322070	1730 FRANCIS CT		B2023-0020	ADU	R									0
	044273220	2227 PULLMAN AVE		B2023-0062	ADU	R									0
	044043530	2203 CORONET BLVD		B2023-0064	ADU	R									0
	044232030	2424 CORONET BLVD		B2023-0103	ADU	R									0
	040281020	503 CHESTERTON AVE		B2023-0206	ADU	R									0
	044072390	1928 OAK KNOLL DR		B2022-0143	ADU	R									0
	043021700	2009 BISHOP RD		B2018-0041	SFD	O									0
	043311350	2640 MONSERAT AVE		B2018-0438	SFD	O									0
	043302190	2812 MONTE CRESTA DR		B2019-0319	SFD	O									0
	044112090	1543 WINDING WAY		B2019-0321	SFD	O									0
	044242040	2123 ARTHUR		B2020-0113	SFD	O									0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
			62	6	62	5	0	12	3		150
040313280	678 Ralston Ave	Ridge at Ralston									0
045244210	1361 5th Ave	Village Walk									0
040290260	815 Old County Rd	The Hayden									0
046031070	1325 Old County Rd	Artisan Crossing									0
044-172-190 and 044-172-200	803 Belmont Ave	Belmont Ave	62		62				1	7/3/2024	125
044051190	1916 LYON AVE			1						7/25/2024	1
043052050	4120 MARSTEN AVE			1						9/6/2024	1
043072760	3828 NAUGHTON AVE			1						10/15/2024	1
043202360	2943 SAN JUAN BLVD			1						7/1/2024	1
045393070	2727 HALLMARK DR			1						7/25/2024	1
043112020	3715 NAUGHTON AVE					1				10/18/2024	1
043290400	2608 CIPRIANI BLVD					1				10/22/2024	1
044021010	2609 NEWLANDS AVE							1		6/3/2024	1
044012480	2128 LYON AVE							1		7/29/2024	1
043022140	2028 BISHOP RD							1		7/8/2024	1
045151140	919 HOLLY RD							1		9/19/2024	1
043114250	3416 LODGE DR							1		11/27/2024	1
044112250	1506 WILLIAMS ST							1		10/3/2024	1
044211060	800 MIRAMAR TER			1						12/13/2024	1
044064140	1826 OAK KNOLL DR					1				10/21/2024	1
044123010	1813 HILLMAN AVE					1				12/20/2024	1
045373090	1056 CONTINENTALS WAY					1				3/19/2024	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
043172030	2722 BARCLAY WAY							1		3/26/2024	1
044372200	1 PHYLLIS CT							1		3/26/2024	1
045121150	1608 CHULA VISTA DR							1		3/15/2024	1
044081080	1942 BAYVIEW AVE							1		9/16/2024	1
045491010	2413 HASTINGS DR							1		6/19/2024	1
044022270	2411 BUENA VISTA AVE							1		5/28/2024	1
044290600	2005 ARBOR AVE								1	5/15/2024	1
040312080	621 WESSEX WAY								1	8/7/2024	1
044141150	906 RUTH AVE										0
044242040	2123 ARTHUR AVE										0
045373170	1016 CONTINENTALS WAY										0
043262150	2309 WOOSTER AVE										0
044102010	1700 MILLS AVE										0
044112090	1543 WINDING WAY										0
044091350	1744 TERRACE DR										0
043171140	2723 BARCLAY WAY										0
043390020	3850 W NAUGHTON AVE										0
044152130	800 ANITA AVE										0
044123230	1586 WINDING WAY										0
044322070	1730 FRANCIS CT										0
044273220	2227 PULLMAN AVE										0
044043530	2203 CORONET BLVD										0
044232030	2424 CORONET BLVD										0
040281020	503 CHESTERTON AVE										0
044072390	1928 OAK KNOLL DR										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Building Permits								
			7							8	9
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits
043021700	2009 BISHOP RD										0
043311350	2640 MONSERAT AVE										0
043302190	2812 MONTE CRESTA DR										0
044112090	1543 WINDING WAY										0
044242040	2123 ARTHUR										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
			0	3	65	3	0	9	384		464
040313280	678 Ralston Ave	Ridge at Ralston									0
045244210	1361 5th Ave	Village Walk							15	2/7/2024	15
040290260	815 Old County Rd	The Hayden			27				150	3/28/2024	177
046031070	1325 Old County Rd	Artisan Crossing			38				212	1/24/2024	250
044-172-190 and 044-172-200	803 Belmont Ave	Belmont Ave									0
044051190	1916 LYON AVE										0
043052050	4120 MARSTEN AVE										0
043072760	3828 NAUGHTON AVE										0
043202360	2943 SAN JUAN BLVD										0
045393070	2727 HALLMARK DR										0
043112020	3715 NAUGHTON AVE										0
043290400	2608 CIPRIANI BLVD										0
044021010	2609 NEWLANDS AVE										0
044012480	2128 LYON AVE										0
043022140	2028 BISHOP RD										0
045151140	919 HOLLY RD										0
043114250	3416 LODGE DR										0
044112250	1506 WILLIAMS ST										0
044211060	800 MIRAMAR TER										0
044064140	1826 OAK KNOLL DR										0
044123010	1813 HILLMAN AVE										0

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
045373090	1056 CONTINENTALS WAY										0
043172030	2722 BARCLAY WAY										0
044372200	1 PHYLLIS CT										0
045121150	1608 CHULA VISTA DR										0
044081080	1942 BAYVIEW AVE										0
045491010	2413 HASTINGS DR										0
044022270	2411 BUENA VISTA AVE										0
044290600	2005 ARBOR AVE										0
040312080	621 WESSEX WAY										0
044141150	906 RUTH AVE							1		06/04/2024	1
044242040	2123 ARTHUR AVE							1		03/20/2024	1
045373170	1016 CONTINENTALS WAY							1		02/20/2024	1
043262150	2309 WOOSTER AVE							1		02/13/2024	1
044102010	1700 MILLS AVE							1		07/11/2024	1
044112090	1543 WINDING WAY							1		04/17/2024	1
044091350	1744 TERRACE DR								1	07/15/2024	1
043171140	2723 BARCLAY WAY							1		10/16/2024	1
043390020	3850 W NAUGHTON AVE							1		09/11/2024	1
044152130	800 ANITA AVE							1		01/30/2024	1
044123230	1586 WINDING WAY					1				02/05/2024	1
044322070	1730 FRANCIS CT			1						09/13/2024	1
044273220	2227 PULLMAN AVE			1						08/29/2024	1
044043530	2203 CORONET BLVD			1						02/28/2024	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier			Affordability by Household Incomes - Certificates of Occupancy								
			10							11	12
Current APN	Street Address	Project Name+	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness
044232030	2424 CORONET BLVD					1				06/17/2024	1
040281020	503 CHESTERTON AVE					1				04/16/2024	1
044072390	1928 OAK KNOLL DR								1	8/14/2024	1
043021700	2009 BISHOP RD								1	10/17/2024	1
043311350	2640 MONSERAT AVE								1	12/02/2024	1
043302190	2812 MONTE CRESTA DR								1	02/06/2024	1
044112090	1543 WINDING WAY								1	04/26/2024	1
044242040	2123 ARTHUR								1	04/29/2024	1

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name+	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
			64							0						
040313280	678 Ralston Ave	Ridge at Ralston	17	SB 423 (2023)	Y	HOME, LIHTC	Other, DB	N/A	55				100.0%	4	Development Standards Modification	Yes
045244210	1361 5th Ave	Village Walk		NONE	Y											
040290260	815 Old County Rd	The Hayden		NONE	Y		INC, DB		99				35.0%	2	Development Standards Modification	No
046031070	1325 Old County Rd	Artisan Crossing		NONE	Y		INC		99							
044-172-190 and 044-172-200	803 Belmont Ave	Belmont Ave	47	NONE	Y	CDLAC, HOME, LIHTC, PBS8, Other	DB, Other		55				89.0%	2	Development Standards Modification	Yes
044051190	1916 LYON AVE		0	NONE	Y			ABAG ADU Affordability Methodolog								
043052050	4120 MARSTEN AVE		0	NONE	Y			ABAG ADU Affordability Methodolog								
043072760	3828 NAUGHTON AVE		0	NONE	Y			ABAG ADU Affordability Methodolog								
043202360	2943 SAN JUAN BLVD		0	NONE	Y			ABAG ADU Affordability Methodolog								
045393070	2727 HALLMARK DR		0	NONE	Y			ABAG ADU Affordability Methodolog								
043112020	3715 NAUGHTON AVE			NONE	Y			ABAG ADU Affordability Methodolog								
043290400	2608 CIPRIANI BLVD			NONE	Y			ABAG ADU Affordability Methodolog								
044021010	2609 NEWLANDS AVE			NONE	Y			ABAG ADU Affordability Methodolog								
044012480	2128 LYON AVE			NONE	Y			ABAG ADU Affordability Methodolog								
043022140	2028 BISHOP RD			NONE	Y			ABAG ADU Affordability Methodolog								
045151140	919 HOLLY RD			NONE	Y			ABAG ADU Affordability Methodolog								
043114250	3416 LODGE DR			NONE	Y			ABAG ADU Affordability Methodolog								
044112250	1506 WILLIAMS ST			NONE	Y			ABAG ADU Affordability Methodolog								
044211060	800 MIRAMAR TER		0	NONE	Y			ABAG ADU Affordability Methodolog								
044064140	1826 OAK KNOLL DR			NONE	Y			ABAG ADU Affordability Methodolog								
044123010	1813 HILLMAN AVE			NONE	Y			ABAG ADU Affordability Methodolog								
045373090	1056 CONTINENTALS WAY			NONE	Y			ABAG ADU Affordability Methodolog								
043172030	2722 BARCLAY WAY			NONE	Y			ABAG ADU Affordability Methodolog								
044372200	1 PHYLLIS CT			NONE	Y			ABAG ADU Affordability Methodolog								
045121150	1608 CHULA VISTA DR			NONE	Y			ABAG ADU Affordability Methodolog								
044081080	1942 BAYVIEW AVE			NONE	Y			ABAG ADU Affordability Methodolog								
045491010	2413 HASTINGS DR			NONE	Y			ABAG ADU Affordability Methodolog								
044022270	2411 BUENA VISTA AVE			NONE	Y			ABAG ADU Affordability Methodolog								
044290600	2005 ARBOR AVE			NONE	Y											
040312080	621 WESSEX WAY			NONE	Y											

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier				Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus			
			13	14	15	16	17	18	19	20			21	22	23	24
Current APN	Street Address	Project Name+	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? Y/N+	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)+	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/ Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? (Y/N)
044141150	906 RUTH AVE			NONE	Y			Housing Element 2nd Dwelling Unit Study								
044242040	2123 ARTHUR AVE			NONE	Y			Housing Element 2nd Dwelling Unit Study								
045373170	1016 CONTINENTALS WAY			NONE	Y			Housing Element 2nd Dwelling Unit Study								
043262150	2309 WOOSTER AVE			NONE	Y			Housing Element 2nd Dwelling Unit Study								
044102010	1700 MILLS AVE			NONE	Y			Housing Element 2nd Dwelling Unit Study								
044112090	1543 WINDING WAY			NONE	Y			Housing Element 2nd Dwelling Unit Study								
044091350	1744 TERRACE DR			NONE	Y											
043171140	2723 BARCLAY WAY			NONE	Y			ABAG ADU Affordability Methodolog								
043390020	3850 W NAUGHTON AVE			NONE	Y			ABAG ADU Affordability Methodolog								
044152130	800 ANITA AVE			NONE	Y			Housing Element 2nd Dwelling Unit Study								
044123230	1586 WINDING WAY			NONE	Y			ABAG ADU Affordability Methodolog								
044322070	1730 FRANCIS CT			NONE	Y			ABAG ADU Affordability Methodolog								
044273220	2227 PULLMAN AVE			NONE	Y			ABAG ADU Affordability Methodolog								
044043530	2203 CORONET BLVD			NONE	Y			ABAG ADU Affordability Methodolog								
044232030	2424 CORONET BLVD			NONE	Y			ABAG ADU Affordability Methodolog								
040281020	503 CHESTERTON AVE			NONE	Y			ABAG ADU Affordability Methodolog								
044072390	1928 OAK KNOLL DR			NONE	Y											
043021700	2009 BISHOP RD			NONE	Y											
043311350	2640 MONSERAT AVE			NONE	Y											
043302190	2812 MONTE CRESTA DR			NONE	Y											
044112090	1543 WINDING WAY			NONE	Y											
044242040	2123 ARTHUR			NONE	Y											

Jurisdiction	Belmont	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.

Please contact HCD if your data is different than the material supplied here

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

		1	Projection Period	2									3	4
Income Level		**RHNA Allocation by Income Level**	**Projection Period - 06/30/2022-01/30/2023**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date (all years)**	**Total Remaining RHNA by Income Level**
Very Low	Deed Restricted	488	-	-	62	-	-	-	-	-	-	-	74	**414**
	Non-Deed Restricted		-	6	6	-	-	-	-	-	-	-		
Low	Deed Restricted	281	-	-	62	-	-	-	-	-	-	-	73	**208**
	Non-Deed Restricted		-	6	5	-	-	-	-	-	-	-		
Moderate	Deed Restricted	283	-	-	-	-	-	-	-	-	-	-	30	**253**
	Non-Deed Restricted		12	6	12	-	-	-	-	-	-	-		
Above Moderate		733	16	6	3	-	-	-	-	-	-	-	25	**708**
Total RHNA		**1,785**												
Total Units			**28**	**24**	**150**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**202**	**1,583**

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5		2									6	7
	Extremely low-Income Need		**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**Total Units to Date**	**Total Units Remaining**
Extremely Low-Income Units*	244		-	47	-	-	-	-	-	-	-	**47**	**197**

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted
LI Deed Restricted
LI Non Deed Restricted
MI Deed Restricted
MI Non Deed Restricted
Above Mod Income

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Belmont	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H1.1: Monitor Regional Housing Need Allocation and Residential Capacity.	**The City will track the number of units that have been constructed at each income level and the number of units to be built on the identified site to determine the remaining site capacity by income category. The records will be updated continuously as developments are approved.**	**Ongoing**	**Staff is tracking the number of units that have been constructed at each income level and the number of units to be built on each housing element opportunity site, as well as on other properties throughout the city, to determine the remaining site capacity by income category. The records will be updated continuously as developments are approved.**
Program H1.2: Use Public Funding for Low/Moderate Income Housing.	**The City shall utilize local Affordable Housing Funds (Successor Agency Housing Funds, Inclusionary housing in-lieu funds, Commercial Linkage Fees, and Residential Development Mitigation Fees) to fund affordable housing development, and to leverage other public funding sources for affordable housing projects. Priority shall be given to development of housing at lower-income levels. Available and projected Affordable Housing Funds can leverage the production of 100 units during the planning period.**	**Ongoing**	**City Council approved an increase in City contribution for a 125 unit 100% affordable housing project at 803 Belmont Avenue from $2.5M to $3.5M. Construction started in Q2 of 2024. City committed to donating land and contributing $1M in funding to 37 unit 100% affordable housing project at 900 El Camino Real, project to break ground in March/April of 2025.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program HI.3: Water and Sewer Providers. Ensure immediate delivery of the Housing Element to water and sewer providers to facilitate streamline reviews and ensure adequate capacity for housing projects.	**Water and sewer service providers must establish specific procedures to grant priority water and sewer service to developments with units affordable to lower-income households based on jurisdictions' Housing Element's RHNA allocation (Gov. Code, Section 65589.7.) The City will immediately deliver the housing element to water and sewer service providers.**	**At time of adoption of Housing Element (Final Certification 10/16/24)**	**City provided housing element to Mid-Peninsula Water District and Silicon Valley Clean Water in January 2025.**
Program H1.4 Establish By-Right Housing Designation for Prior Housing Sites.	**Amend the Zoning Code to establish a "by-right" designation for housing sites reused from prior Housing Elements for housing projects that propose a minimum of 20% affordable units.**	**Q1 2024**	**Completed in January 2024 with adoption of Ordinance No. 2024-1175. Ordinance previously shared with HCD as part of Housing Element Certification process.**
Program H1.5: Facilitate Pipeline and Pending Projects.	**For each housing project, maintain a designated project planner and engineer, as well as a senior manager from both the Community Development Department and Public Works Department to help facilitate the project and monitor progress. 1,023 units (including 194 very low-, 188 low-, 32 moderate-, and 609 above-moderate income units) constructed by end of planning period**	**Ongoing**	**City staff from Housing, Community Development, and Public Works, have worked closely with project sponsors of all pending housing developments, including 100% affordable housing to ensure progress with respect to entitlements, building permit applications, and support of funding applications. Each project has been assigned a project planner and engineer and is overseen by a senior manager from the Community Development Department and the Public Works Department. Planning and Public Works staff meet weekly to coordinate on projects.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H2.1: Support Retention of Existing Lower-Income Units.	**Advertise units going to sale to nonprofits. Outreach and negotiate with owners for affordability extensions. Provide tenant education and affirmatively market available units to affected tenants. Objective: 106 units over the cycle.**	**Ongoing, Q1 2025, Q1 2025**	**In June 2024 City staff contacted the new owner of Bonnie Brae Terrace, a 164 unit senior affordable housing project regarding continued affordability of the property. The owners reported that the property received HUD approval for budget based rent increases of non Section 8 Units in 2024. To ease impact of these increases, the owner agreed to phase in rent increases over a 5 year period. With respect to draft preferences for any new affordable projects in at-risk properties, staff is not aware of any at-risk properties with expiring affordability covenants at this time.**
Program H2.2: Manage Portfolio of Deed Restricted Affordable Units. The City will formalize its method of managing the City's deed restricted units by identifying a service provider or developing additional staff capacity.	**Review best practices and evaluate staff resources to manage the portfolio of units. Make a determination on the best way to manage the units. If the outside provider approach is selected, develop a Request for Proposals to distribute to Bay Area service providers to manage existing and new affordable units, both for sale and rental; select a provider and begin transitioning this work to the provider.**	**In Q3 2024, conduct analysis and determine whether to proceed with a service provider or staff approach. If a service provider approach is selected, launch RFP in Q1 2025; select provider and implement program in Q4 2025.**	**Staff completed analysis in Q3 of 2024 and the City determined to keep management in-house via full time housing staff. Staff is preparing internal guidelines based on best practices from other jurisdictions for program administration.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H2.3: Require Replacement Units.	**Adopt a policy requiring new housing development to replace all affordable housing units lost due to new development on site, at equal or greater levels of affordability.**	**Conduct best practices review beginning in Q1 2025 on replacement options that would extend past 2034, including conferring with neighboring jurisdictions interested in the same outcomes; bring recommendations to City Council in Q3 2025 and implement approved policy in Q4 2025.**	**City is conducting best practices review currently Q1 2025 by reviewing other applicable jurisdiction policies in San Mateo County.**
Program H2.4: Rehabilitation of Existing Housing Occupied by Lower-Income Households.	**Establish partnerships with organizations that provide repair and energy-efficiency improvements for properties occupied by low-income residents, such as Peninsula Clean Energy, El Concilio of San Mateo County, and Rebuilding Together Peninsula, and explore opportunities to increase their reach in Belmont through enhanced financial assistance and targeted outreach to lower-income households.** **Continue to coordinate with housing service providers, non-profit housing developers, and affordable housing property managers to support their rehabilitation efforts.** **20 units occupied by low-income households over the cycle will undergo energy-efficiency improvements or home repairs.**	**Outreach to housing service providers bi-annually to confer on resources available and opportunities for partnerships, beginning in Q4 2024.**	**Outreach to service providers completed in February 2025 and materials about available programs and resources for homeowners were updated on the City's website and are being shared through the City's weekly newsletters City staff met with Rebuilding Together Peninsula, El Concilio, and Peninsula Clean Energy to learn more about programs offered by these non-profits and to discuss potential collaboration and partnerships to assist low income Belmont residents with home improvement and energy efficiency projects. Some examples of potential collaboration included: workshops for tenants and homeowners, providing opportunities for presentations at City facilities such as the Belmont community center and Belmont library, providing printed materials about available programs at the permit center and tabling at community events such as earth day.**
Program H2.5: Preserve Existing Affordable Units.	**Work with property owners of existing assisted housing developments for lower-income households and partner with nonprofits to determine methods to extend affordability covenants to preserve affordable units, including assistance from the City.**	**Conduct best practices work in Q3 2025; bring recommendations to Council in the Q1 2026; implement program by mid-2026.**	**Outreach conducted with Senior Affordable Housing owner in 2024 regarding concerns about long term affordability. Best practices work is scheduled to occur outside 2024 reporting period and will begin in Q2 or Q3 of 2025**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H3.1: Home Ownership Financing.	**Partner with housing organizations and financing stakeholders to host at least one first time homebuyer workshop in Belmont during the planning period.**	**In Q3 2025 and every three years after, partner with stakeholders, including HEART, to offer first time homebuyer workshops in Belmont.**	**Implementation timeline is outside of the 2024 reporting period. Work on quantified objective has not started yet.**
Program H3.2 Continue to Participate in Countywide Below Market Rate Unit Web Portal.	**Support the County in maintaining online portal for a BMR applications and waitlist. Promote the County's online portal through the City's website. Modify developer agreements when appropriate to require developers to use the Countywide portal.**	**Ongoing as projects complete construction.**	**City continuing to participate in Below Market Rate Unit Web Portal, including ongoing City staff training from ABAG/MTC. County online portal migrated to ABAG/MTC Doorway Portal in 2024. Links to ABAG/MTC Affordable Housing Portal provided under Renter Resources on City Housing website. With respect to modification of development agreements to include web portal, there were no new development agreements in 2024.**
Program H4.1: Update Zoning Code to Increase Floor Area Ratios and Density.	**Modify the Corridor Mixed Use (CMU) zoning district to increase the maximum allowed Floor Area Ratio (FAR) from 1.75 (2.2 with community benefits) to 2.0 (2.5 with community benefits), and to eliminate the maximum residential density metric. Modify the Village Station Core (VSC) zoning district to increase the maximum allowed FAR from 1.5 (2.0 with community benefits) to 2.0 (2.5 with community benefits).**	**Q1 2024**	**Completed in January 2024 with adoption of Ordinance No. 2024-1175. Ordinance previously shared with HCD as part of Housing Element Certification process.**
Program H4.2: Zoning Code Amendments to Remove Constraints. Code Amendments to address: Emergency Shelters, Permanent Supportive Housing, Transitional and Supportive Housing, Low-Barrier Navigation Centers, Density Bonus, Residential Care Facilities, Reasonable Accomodation, Definition of Family, Mobile Homes, Farmworker Housing.	**Adopt Zoning Code amendments.**	**Q1 2024**	**Consultant retained, draft amendments well underway with consultant overseen by Community Development staff. Adoption anticipated in Q3 2025.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H4.3: Lot Consolidation Fee Waivers.	**Bring proposal to City Council to waive lot consolidation permit fees for developments with at least 20% very low- and/or extremely low-income units.**	**City Council review draft policy in Q3 2026. Adopt policy in Q4 2026.**	**Tasks outside APR reportiing period for 2024. Implementation of these objectives have not started yet.**
Program H4.4: Reduce Parking Requirements. Reduce parking requirements in certain residential zoning districts.	**The City will modify the parking requirements in the R-2, R-3, and R-4 zoning districts to reduce parking requirements consistent with other multi-family zoning districts (CMU, RC, Village Districts). It should also be noted that since January 2023, Assembly Bill 2097 has prohibited all Cities from enforcing minimum parking standards on properties within one half mile of public transit. A large majority of R-2, R-3, and R-4 properties are located within one half mile of public transit and will not be subject to minimum parking standards.**	**Beginning in Q1 2025, develop code amendments to reduce parking requirements in the R-2, R-3 and R-4 zoning districts to be consistent with other multi-family zoning districts.** **Bring recommended changes to PC in Q4 2025 and to CC in Q1 2026 for approval. Implement in Q2 2026.**	**Tasks outside APR reporting period for 2024. City staff are currently evaluating changes to parking requirements with consultant support. Adoption anticipated in Q3 2025.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H4.5: Evaluation of Zoning Constraints.	**Maintain a list of housing applications and use of State Density Bonus law with particular attention to what concessions/incentives and waivers developers are requesting.** **Monitor how developers are applying the City's Objective Design Standards and track feedback from developers on any standards that are difficult to implement.** **Monitor applications for Conditional Use Permits for ground floor residential to determine if the current provisions are appropriate to maintain the City's goal of supplying commercial uses to serve the growing residential population and are not a barrier to housing development.** **Conduct a review of peer cities to confirm that Belmont's zoning standards are in line with other cities that support diverse housing opportunities. The review will also include consulting and considering feedback from local and regional market rate and affordable housing developers.** **If the resulting analysis identifies opportunity to remove additional constraints, complete zoning code amendments to remove those constraints.**	**Ongoing from 2024-2031, maintain list of how Density Bonus is applied, feedback from developers on feasibility of the adopted Objective Design Standards, and applications for Conditional Use Permits for ground floor residential uses.** **Peer agency and developer evaluation completed in Q4 2026.** **If zoning amendments are necessary to remove constraints, adopt by Q2 2027.**	**Staff has established a list of housing applications including how State Density Bonus was applied. Staff is monitoring this list to see if patterns emerge in the requests for incentives and waivers as an indication that some development standards may be a constraint to development. No patterns have been identified in the reporting year and staff will continue to monitor.** **Staff is also monitoring feedback from developers related to implementation of the Objective Standards. In response to that feedback, language and formatting changes are being drafted to the Objective Standards section of the Zoning Ordinance to increase clarity. Adoption of those changes is anticipated in Q3, 2025.** **In the reporting period, no Conditional Use Permit applications have been received for ground floor residential; this requirement has not been a constraint to housing production. Staff will continue to monitor.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H4.6: Update the City's Webpage to Provide Enhanced Information for Housing Developers.	**Create and maintain a developer resources page to make it easier to navigate the City's development process; include updated development and impact fees consistent with State law. Prepare written procedures for SB 35 projects. Update the City's website with information and resources for SB 35 streamlined ministerial review, including providing a Notice of Intent form.**	**Update the City's website annually in Starting in Q2 2024 to provide transparency on development fees, standards, and SB 35 streamlining.**	**The first phase of this work has been completed. The City website has been updated to add a housing developers resource page including information on SB 35 streamlining, SB330 processing and development fees. This page will be updated as additional information becomes available. The City is undertaking a website refresh in 2025-2026. During that process, staff will implement a new, upgraded housing developer page.**
Program H4.7: Monitor Commercial Development in Mixed-Use Districts.	**Maintain a list of development applications in Commercial Mixed-Use districts with particular attention to whether or not commercial development is being proposed as a mixed-use or as a stand-alone use. Analyze whether zoning amendments or other development incentives are needed to encourage residential development in these zones and implement changes within one year of shift in development trends towards 100% commercial projects.**	**Analyze development trends on an annual basis starting in Q4 2024. If changes are needed, implement and/or adopt within one year of shift in development trends towards 100% commercial projects.**	**Staff is monitoring for potential commercial or mixed use developments in mixed use zones to ensure commercial is not outperforming housing. In the reporting period there were no new commercial projects in mixed use zones.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H5.1: Update Website to Improve Access to Fair Housing Information and Housing Services	**Maintain and improve webpage with comprehensive housing related information and materials for low-income households seeking housing opportunities, and coordinate with providers to market programs electronically. Provide an easy way for residents and property owners to find information on fair housing laws, rights, and responses (e.g., filing a complaint and ensuring property owners do not violate fair housing laws) on the City's website. Provide information in multiple languages. Conduct a best practices review of other jurisdictions' websites. Update Belmont's website to contain fair housing resources and information on how to connect with housing services. Update website quarterly and promote through City newsletter. On an annual basis, maintain an average of two families in the Self Sufficiency Program, and two households in the Housing Readiness Program.**	**Complete best practices review by Q1 2025; complete website update by Q2 2025, update quarterly thereafter.**	**Implementation timeline is outside of the 2024 reporting period. Best practices review underway by Housing Staff.**
Program H5.2: Coordinate with other jurisdictions and agencies in the County to advance AFFH goals.	**Attend regular meetings with 21 Elements (with planners and housing staff), 21 Directors (with Community Development Directors) and Housing Managers group. Collaborate with peer jurisdictions to implement Housing Element Programs that would benefit from efficiencies of scale**	**Attend meetings as scheduled, typically every other month for each group.**	**Staff have been regularly attending 21 Elements monthly meetings including the Directors meeting, Housing Managers meeting and the BMR Working Group meeting.**
Program H5.3: Modify the Inclusionary Housing Program	**Adjust the City's Below Market Rate (Inclusionary) Program to provide pathways for the construction of affordable units that address the needs of residents with extremely low and very low incomes who face very high rates of cost burden in the city.**	**Q4 2024 complete feasibility analysis**	**In process with 21 Elements (a Countywide Planning and Housing Collaborative), 8 other cities applied for grants for feasibility study from MTC. We expect to be awarded the grant funds in spring of 2025. Scope of work is complete, RFP for consultant has been completed.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H5.4: Work with Housing Developers to Affirmatively Market Housing to Households with Disproportionate Housing Needs.	**The City actively supports collaboration between the private sector and service providers to connect persons in need of housing with new housing opportunities. Special attention will be paid to Black and Hispanic households that are more cost burdened and persons with disabilities.**	**Q4: Establish list of service providers. Review developer marketing plans to ensure affirmative marketing is included.**	**Completed 2024. No new marketing plans were generated to be reviewed in 2024.**
Program H5.5: Provide Fair Housing Training for Landlords and Tenants.	**Increase awareness of fair housing laws and tenants' rights to reduce unlawful discrimination and displacement. Partner with Project Sentinel to provide training every two years. Market training through direct outreach to landlords and through local service providers to reach tenants and enroll 10 residents in each training. Conduct a City Council study session on fair housing laws and available resources and notify at least 10 large multifamily property owners and five service providers to encourage participation in the meeting.**	**Ongoing annual check in with Project Sentinel. Provide training in 2025 and every two years thereafter. Conduct a City Council study session in Q3 2025.**	**Ongoing annual check in completed. Item 2 and 3 outside of reporting period and not started yet in 2025.**
Program H5.6: Expand Tenant Protections.	**Extend AB1482 provisions to require tenant relocation payments for No Fault evictions for those with tenure less than one year. Explore tenant protection policies that require documentation from landlords who use substantial remodel exemption to evict tenants. Establish Right to Return policy for tenants displaced from homes due to demolition or substantial remodels. Conduct proactive outreach to tenants and tenant groups and engage with 30 rental households a year on tenant protection policies and available resources.**	**In Q4 2025, draft extended tenant protections provisions and research policy provisions for substantial remodel exemptions and right of return policies. Bring recommended language to City Council in Q1 2026. Conduct proactive outreach to tenants and tenant groups bi-annually.**	**Implementation timeline is outside of the 2024 reporting period. City applied for an MTC grant to evaluate tenant protection policies including: no net loss and right to return to demolished homes policies, as well as tenant anti-harassment policies but the grant application was not funded.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H5.7: Continue Financial Support of Existing Home Sharing Program.	**□ Provide financial support each fiscal year through 2031 in the amount of $5,000. □ Meet annually with HIP staff to discuss outreach methods and opportunities to reach underserved populations. □ On an annual basis, maintain an average of eight (8) households in a Home Sharing match. □ Match three (3) new residents per year with a housemate.**	**□ City will grant funding as part of annual budget process. □ Meet with HIP Housing within one year of Housing Element Certification and annually thereafter.**	**City of Belmont continued to provide financial support in 2024 and 2025 as included in budget process. City plans to meet with HIP Housing within one year of Housing Element Certification - before October 16, 2025. HIP Housing reports on a number of program metrics each quarter for its Home Sharing Program. Some key figures from the program in 2024 included: 53 housing inquiry calls, 18 home sharing interviews for Belmont residents, 4 home sharing interviews for clients working in Belmont, and 5 home sharing placements. The number of clients in a home sharing match varied during the year ranging from 7 in the first quarter to 12 residents at the end of the year. Belmont families in the self sufficiency program was 3. Housing readiness program clients in 2024 peaked at 12 individuals.**
Program H5.8: Facilitate Development of Housing on Institutional Properties.	**□ Conduct direct outreach to religious institution site owners or operators to inform them about SB4 (California Government Code Section 65913.16) that allows by-right processing of certain affordable housing projects and any other regulations that encourage housing development on these sites. □ Conduct direct outreach to site owners or operators of private schools to discuss the feasibility of developing housing on their sites. □ Provide technical assistance to religious and educational institutions including offering meetings, assigning a dedicated planner, assisting with development feasibility studies, and connecting institutions with potential developers or design professionals to help expedite the process. As appropriate provide incentives for development such as streamlined review and financial assistance for affordable projects.**	**□ Reach out to each religious institution site owner or operator within one year following Housing Element certification and annually thereafter. □ Provide mailed notifications to religious institutions within six months of the adoption of any new State legislation that reduces barriers to development of religious institution sites. □ Reach out to each private school site owner or operator within one year following Housing Element certification and annually thereafter.**	**With respect to outreach to religious institutions and private schools, this is due by October 2025 and has not started yet. The City has provided technical assistance in 2024 to one church that expressed interest in pursuing affordable housing on their property. This assistance included preliminary zoning analysis and providing referrals to affordable housing developers.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H5.9: Amend Zoning Code to Facilitate Production of ADUs and SB9 units.	**□ Complete zoning ordinance amendments to allow ADUs and SB9 units up to 1,200 square feet on single-family properties 10,000 square feet or greater. This would complement State law by allowing larger ADUs on larger properties spread throughout the city. □ Complete zoning ordinance amendments to allow all properties zoned single-family to convert from one unit to two units within the existing building envelope through a ministerial process. This would complement SB9 law by allowing greater flexibility in unit sizes. SB9 captures the division of existing homes to two units up to 800 square feet per unit. This program would allow any existing home to be divided into a duplex, regardless of the unit sizes. The property owner would also be allowed to build an ADU and JADU (for a total of 4 units).**	**□ Complete zoning ordinance amendments and establish policies and procedures to facilitate these types of projects within one year following Housing Element Certification**	**Implementation timeline is outside of the 2024 reporting period.**
Program H5.10: Provide Financial Support for ADUs that Serve Lower-Income Households.	**□ Analyze best practices for establishing an effective grant or loan program for ADUs. □ Participate in Countywide ADU Resource Center process for developing a loan/grant program and determine whether Countywide program meets the City's needs and objectives. □ Finalize program and conduct outreach through the City website and newsletter, as well as local service providers. □Target five grants/loans for five households during the planning period. Target special needs populations such as seniors, persons with disabilities, and large households.**	**□ Participate in Countywide process in 2024. □ Establish a grant or loan program by Q4 2025.**	**City is participating in the Countywide process with the ADU Resource Center in Q1 of 2025. The ADU Resource Center is developing the Affordable ADU program guidelines currently with input and participation from multiple San Mateo County jurisdictions. This program development will be the basis for the affordable ADU grant or loan program.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H5.11: Conduct Outreach to Encourage ADU and SB9 Unit Production.	**□ Perform analysis and identify areas of the city with the highest potential for the addition of ADUs and JADUs due to sloping lots that create underfloor area prime for conversion to living area. Conduct direct outreach to those property owners and provide technical assistance. Target special needs populations such as seniors, developmentally disabled, and large households.** **□ Establish an online plans gallery to allow property owners to access pre-reviewed ADU plans that can be downloaded for free or purchased from the designer. Homeowners will be able to search for specific types and sizes of ADUs to meet a variety of needs.** **□ Participate in Countywide ADU Resource Center to facilitate coordinated, high-quality outreach and technical assistance.** **□ Create high-quality outreach materials including website updates, handouts, FAQs and application forms. Include materials targeted toward homeowners, rather than just design professionals.** **□ Conduct annual outreach to all ADU/JADU/SB9 property owners with HIP Housing information to encourage rental to a range of households (not just friends and family).**	**□ Conduct analysis and outreach related to units on sloped sites in Q2 2025.** **□ Join ADU Resource Center and launch online plans gallery in Q3 2024.** **□ Create new outreach materials in Q1 2025.** **□ Conduct outreach to all ADU/JADU/SB9 owners within 9 months of Housing Element Certification and annually thereafter.**	**City staff served on the steering committee to establish the ADU Resource Center of San Mateo County, a joint project of 16 jurisdictions. In 2024, staff actively participated in establishing the business model, hiring the founding executive director, and setting the work plan for the Center. So far, the Resource Center has established an online plans gallery, launched a new website, created new outreach materials, hosted webinars, and hosted staff training on implementation of new ADU laws. The Resource Center will assist the City with new outreach materials in 2025. The ADU Plans Gallery will be customized with Belmont-specific information in Q2 2025. Staff has been promoting the Resource Center via housing interest list, City weekly newsletter, and permit center handouts.**

Housing Programs Progress Report Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
Program H5.12: Create an AFFH Monitoring Program.	**□ The City hopes to achieve 120 units (above the RHNA) of which 50% would be low and moderate income through Housing Mobility Programs H5.3, H5.8, H5.9, H5.10, H5.11, and H5.12.** **□ Create a master list of all ADUs, JADUs, and SB9 units and map them to allow monitoring of their location throughout the city.** **□ Establish an ADU monitoring and reporting program, including mapping of location in the city, progress on ADU production, affordability, and geographical distribution.** **□ Monitor the distribution of ADUs and SB9 units. If ADUs and SB9 units are concentrated in certain areas of the city, analyze constraints and adjust outreach techniques to encourage distributed units.** **□ Assess by mid-cycle (2027) if ADU and JADU production is meeting the City's 6th cycle RHNA goals. If not, consider additional efforts such as reducing process and permitting fees to incentivize production. If trends indicate a potential substantial shortfall in meeting the estimated ADUs in the sites inventory, consider additional efforts to incentivize ADU production and reassess and revise the overall sites strategy for the RHNA by 2027 through adjusting ADU capacity assumptions with actual permitted units, and/or identifying additional sites for consideration to expand site capacity to the extent necessary to accommodate the RHNA.**	**□ Create a list and map of existing ADUs, JADUs and SB9 units within six months of Housing Element adoption.** **□ Participate in regional process to establish an ADU monitoring program on timing they set forward.** **□ If ADU production does not meet target, consider additional efforts such as reducing process and permitting fees to incentivize production in 2027.**	**Tasks are out outside of 2024 reporting period, however City is compiling data for mapping project to be completed in Q1 2025. The City will begin participation in the regional ADU monitoring program in 2025.**

Jurisdiction	Belmont	**NOTE: This table must contain an invenory of ALL surplus/excess lands the reporting jurisdiction owns**	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

For San Mateo County jurisdictions, please format the APN's as follows:999-999-999

Table H
Locally Owned Surplus Sites

Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	**Street Address/Intersection**	**Existing Use**	**Number of Units**	**Surplus Designation**	**Parcel Size (in acres)**	**Notes**
Summary Row: Start Data Entry Below						
040-261-060	503 Crest View Avenue	Other	1	Exempt Surplus Land	0.194	Declared surplus on 2/25/25. Intermediate Care Facility for developmentally disabled individuals.
044-222-140	730 El Camino Real	Residential	1	Exempt Surplus Land	0.166	Declared surplus on 2/25/25. Group home for developmentally disabled adults.
045-261-010	1000 O'Neill Avenue	Residential	2	Exempt Surplus Land	0.068503214	Declared surplus on 2/25/25. Residential Duplex. Duplex plus garage covers 3 parcels.
045-261-020	1000 O'Neill Avenue	Residential	0	Exempt Surplus Land	0.072727273	Declared surplus on 2/25/25. Residential Duplex. Duplex plus garage covers 3 parcels.
045-261-030	1000 O'Neill Avenue	Residential	0	Exempt Surplus Land	0.156749311	Declared surplus on 2/25/25. Residential Duplex. Duplex plus garage covers 3 parcels.

Jurisdiction	Belmont	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	01/31/2023 - 01/31/2031

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?	No
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.	
Notes	

SENATE BILL 341 ANNUAL HOUSING SUCCESSOR REPORT
CITY OF BELMONT LOW MODERATE INCOME HOUSING ASSET FUND
Fiscal Year July 1, 2023 – June 30, 2024
Per H&SC 34176.1

Item #		FY 2024
1	The amount the city, county, or city and county received pursuant to subparagraph (A) of paragraph (3) of subdivision (b) of Section 34191.4.	$0
2	The amount deposited to the Low and Moderate Income Housing Asset Fund, distinguishing between amounts deposited pursuant to subparagraphs (B) and (C) of paragraph (3) of subdivision (b) of Section 34191.4, amounts deposited for other items listed on the Recognized Obligation Payment Schedule, and other amounts deposited.	

LMIHAF Revenues:

Sale of Capital Assets (LMI Property)	$ -
Rental/lease income	$ 83,064
Interest Income	$ 307,080
Loan Receivables	$ 3,269,701
Grant Reimbursements	$ 119,368
Miscellaneous	$ -
TOTAL:	$ 3,779,213

3	Statement of Fund Balance @ 6/30/24 Year End (Source: FY2024 ACFR)	$ 6,056,433

4 Description of expenditures from LMIHAF

LMIHAF Expenditures:

Occupied Affordable Rental Housing Operations:	
Expenditures on Low Income	$ 49,369
Expenditures on Very Low Income	$ 16,456
Expenditures on Extremely Low Income	$ 16,456
Administrative Costs	$ 116,298
Housing Successor Owned LMI Property Tax	$ 23,656
Loans funded for Affordable Rental Housing Development	$ 3,500,000
Housing Element Update and EIR	$ 50,490
	$ 3,772,726

5 Statutory Value of Real Property, the value of loans/grants receivable, and the sum of these two amounts.

Real Property Owned by Housing Successor Agency	$ 4,058,295
Loans Receivable (Notes)	$ 7,239,210
Total Real Property Plus Loans Receivable	$ 11,297,505

6 Description of Transfers:

Description of transfer made, if any, to another housing successor agency pursuant to H&SC 34176.1(c)(2), including whether the funds are encumbered and the status of projects, if any, for which the transferred LMIHAF will be used.	No Transfer Made Per H&SC 34176.1(C)(2)

7 Project Descriptions:

A description of any project for which the housing successor receives or holds property tax revenue pursuant to the Recognized Obligation Payment Schedule and the status of that project.

The Housing Successor does not receive or hold property tax revenue; the Belmont Successor Agency fully dissolved in June 2022 and Recognized Obligation Payment Schedules are no longer prepared.

8 Status of Compliance with Section 33334.16:

For interests in real property acquired by the former redevelopment agency prior to February 1, 2012, a status update on compliance with Section 33334.16. For interests in real property acquired on or after February 1, 2012, a status update on the project.

Real Property Owned by Housing Successor Agenc	Date Acquired	DOF Transfer Approved	Deadline to Initiate Activity	Status of Compliance with 33334.16 (All properties compliant FY2022)
APN 045-244-150, 1365 Fifth Avenue	12/31/1996	8/30/2012	8/31/2017	Firehouse Square Phase 2 Disposition and Development Agreement (DDA) Executed 10/31/19; Property sold June 2022. Project completed and occupied 2024.
APN 044-222-140, 730 El Camino Real	8/30/1994	8/30/2012	8/31/2017	Occupied, low-income special needs group home (Kainos)
APN 040-261-060, 503 Crestview	5/5/1997	8/30/2012	8/31/2017	Occupied, very-low income special needs group home
APN 045-261-010/020/030, 1000 O'Neill Ave #1 & #2	8/2/1994	8/30/2012	8/31/2017	Occupied, 2-units moderate-income
APN 040-500-170, 30 Oxford Place	9/5/2007	8/30/2012	8/31/2017	Property sold FY 2023
APN 106-190-070, 300 Davey Glen Rd #3507	2/19/2009	8/30/2012	8/31/2017	Property sold FY 2023
APN 106-270-060, 400 Davey Glen Rd #4606	1/30/2009	8/30/2012	8/31/2017	Property sold FY 2023
APN 044-222-180, 780 El Camino Real	9/25/2008	8/30/2012	8/31/2017	RFP for development of affordable housing issued June 2017; rezoned via General Plan Phase I Zoning November 2017.
APN 045-162-070, 868, 870, 876 El Camino Real	4/2/2009	8/30/2012	8/31/2017	Rezoned via Belmont Village Specific Plan (November 2017); Affordable Housing Project ENA with LINC Housing (July 2021)
APN 045-244-160, 875 O'Neill Avenue	12/31/1996	8/30/2012	8/31/2017	Firehouse Square Phase 1 Affordable Housing Project; long term lease executed August 2020, construction of 65 affordable units completed in May 2023.
APN 045-162-080, 884 El Camino Real, 810 Hill Street	3/10/2010	8/30/2012	8/31/2017	DDLA with Linc Housing approved by City Council in February 2023.
APN 045-162-090, 898 El Camino Real, 800 Hill Street	3/10/2010	8/30/2012	8/31/2017	DDLA with Linc Housing approved by City Council in February 2023.
APN 045-163-070, 900 El Camino Real	8/20/2010	8/30/2012	8/31/2017	DDLA with Linc Housing approved by City Council in February 2023.
APN 045-182-220, 1085 Sixth Avenue	3/20/1996	8/30/2012	8/31/2017	Rezoned via Belmont Village Specific Plan, adopted November 2017. In discussions with adjacent property owner for future redevelopment.
APN 045-182-260, 843 Ralston Avenue	10/20/1998	8/30/2012	8/31/2017	Rezoned via Belmont Village Specific Plan, adopted November 2017; Developed with interim use open space plaza.
APN 045-244-010, 1300 El Camino Real	3/14/2011	8/30/2012	8/31/2017	Firehouse Square Phase 1 Affordable Housing Project; long term lease executed August 2020, project construction completed in May 2023.

9 Outstanding Obligations Per 33413

A description of any outstanding obligations pursuant to Section 33413 that remained to transfer to the housing successor on February 1, 2012, of the housing successor's progress in meeting those obligations, and of the housing successor's plans to meet unmet obligations.

The Belmont Housing Successor does not have any obligations to fulfill under Section 33413.

10 Income Restrictions:

After expenditures allowed for monitoring and preserving the long-term affordability of units, the housing successor shall expend all funds remaining in the Low and Moderate Income Housing Asset Fund for the development of housing affordable to and occupied by households earning 80 percent or less of the area median income, with at least 30 percent of these remaining funds expended for the development of rental housing affordable to and occupied by households earning 30 percent or less of the area median income and no more than 20 percent of these remaining funds expended for the development of housing affordable to and occupied by households earning between 60 percent and 80 percent of the area median income. A housing successor shall demonstrate in the annual report described in subdivision (f), for 2019, and every five years thereafter, that the housing successor's expenditures from January 1, 2014, through the end of the latest fiscal year covered in the report comply with the requirements of this subparagraph.

5% of Real Property Assets & Loans Receivable (Notes): $ 564,875.27

Total Expenditures per CAFR:	Total Expenditures	Expenditures In Excess of 5% Cap
FY 2014	$ 46,970.12	$ -
FY 2015	$ 105,896.00	$ -
FY 2016	$ 135,031.00	$ -
FY 2017	$ 244,126.56	$ -
FY 2018	$ 157,155.40	$ -
FY 2019	$ 124,547.52	$ -
FY 2020	$ 468,573.00	$ 56,730.02
FY 2021	$ 215,889.00	$ -
FY 2022	$ 447,453.00	
FY 2023	$ 419,878.00	$ -
FY 2024	$ 3,937,523.00	$ 3,372,647.73
Total	$ 6,303,042.60	

11 Senior Housing Restrictions:

The percentage of units of deed-restricted rental housing restricted to seniors and assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the previous 10 years in relation to the aggregate number of units of deed-restricted rental housing assisted individually or jointly by the housing successor, its former redevelopment agency, and its host jurisdiction within the same time

Unit Category	
Assisted Senior Rental Units	0
Total Assisted Rental Units	312
Percentage Senior Rental Housing	0%

12 Excess Surplus:

The amount of any excess surplus, the amount of time that the successor agency has had excess surplus, and the housing successor's plan for eliminating the excess surplus. "Excess surplus" is defined as an unencumbered amount in the account that exceeds the greater of one million dollars ($1,000,000) or the aggregate amount deposited into the account during the housing successor's preceding four fiscal years, whichever is greater (H&SC 34176.1(d)).

	LMIHF Deposits
FY 2024	$ (3,564,525)
FY 2023	$ (3,779,213)
FY 2022	$ (4,140,958)
FY 2021	$ (285,230)
FY 2020	$ (94,253)
FY 2019	$ (124,285)
FY 2018	$ (130,861)
FY 2017	$ (126,233)
FY 2016	$ (354,097)
FY 2015	$ (122,871)

Use of Excess Surplus:

In FY 2024, total revenues deposited into the LMIHF Affordable Housing Fund was $3,779,213. This included repayment of $3,269,701 of the $3.8 million loan for Firehouse Square Phase II and reimbursement of grants for Housing Element expenditures. All proceeds have been deposited into the LMIHF funds (275). The City paid out a $3.5 million to ROEM Development Corporation for development of 125 affordable units at El Camino Real and Belmont Avenue during FY 2024. The City is committed to paying a $1 million loan to LINC Housing for the development of 37 affordable units which will be paid in FY 2025. The remaining surplus funds will be used provide loans to other pending affordable multifamily developments or to finance Housing Element implementation programs such as the provision of loan funds to assist with addordable ADU construction.

13 Homeownership Unit Inventory:

An inventory of homeownership units assisted by the former redevelopment agency or the housing successor that are subject to covenants or restrictions or to an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund pursuant to subdivision (f) of Section 33334.3. This inventory shall include all of the following information:

(A) The Number of those Units.	(A) 19
(B) In the first report pursuant to this subdivision, the number of units lost to the portfolio after February 1, 2012, and the reason or reasons for those losses. For all subsequent reports, the number of the units lost to the portfolio in the last fiscal year and the reason for those losses.	(B) 3 units were sold from the portfolio during fiscal year 2023 to raise funds to support affordable multifamily housing developments.
(C) Any funds returned to the housing successor as part of an adopted program that protects the former redevelopment agency's investment of moneys from the Low and Moderate Income Housing Fund.	(C) The proceeds from the sale of the 3 units generated $2,940,000 which was deposited back to the LMIHF fund
(D) Whether the housing successor has contracted with any outside entity for the management of the units and, if so, the identity of the	(D) The Belmont Housing Successor does not currently contract with any outside entity for bmr unit management.

ATTACHMENT 9

NUG Community/Neighborhood Outreach Materials

1. Business Endorsement Letters
2. Government Agency Business Review Communications
3. Outreach Meeting Invites– May 2024 & March 2025
4. Public Comment Emails Received

LETTERS & STATEMENTS of

ENDORSEMENT | RECOMMENDATION | GOOD STANDING | SUPPORT

In favor of the Applicant, NUG CV BLMT LLC, and its Owners



Applicant: NUG CV BLMT LLC

(OWNERS: **Rajiv J. Pottabathni**, **Hrant Ekmekjian**, & **Adam Peterson** | CEO: **Dr. John Oram**)

- **Letters of Endorsement & Recommendation for the Applicant (4)**
  - John Seybert, Former City of Redwood City Mayor (Support for Rajiv J. Pottabathni)
  - Carol Dutra-Vernaci, Former City of Union City Mayor (Support for Rajiv J. Pottabathni)
  - Supervisor Maureen Mulheren, Former City of Ukiah Mayor (Support for Hrant Ekmekjian)
  - Barbara Jiang, Property Owner of 1538 El Camino Real (Support for Hrant Ekmekjian)
- **Letters of Good Standing & Verification for Owners of the Applicant (8)**
  - City of Union City (Jiva UC dba *Lemonnade*, Owned by Rajiv J. Pottabathni)
  - City of San Bernardino (Jiva SBD dba *Cookies San Bern.*, Owned by Rajiv J. Pottabathni)
  - City of Tracy (Jiva TCY dba *Tracy Farms*, Owned by Rajiv J. Pottabathni)
  - City of Napa (Jiva NPA dba *Cookies Napa*, Owned by Rajiv J. Pottabathni)
  - City of Ukiah (Ukiah Valley Holistics dba *CannaVine*, Owned by Hrant Ekmekjian)
  - City of San Leandro (DSWC dba *Nug Wellness*, Owned Adam Peterson & Dr. John Oram)
  - City of Red Bluff (Nug RB dba *Nug Red Bluff*, Owned by Adam Peterson & Dr. John Oram)
  - City of El Cerrito (ECWC Partners dba *Nug EC*, Owned by Adam Peterson & Dr. John Oram)
- **Letters of Support from Belmont Residents and/or Business Owners (8)**
- **Support and/or Non-Opposition Memo w/Signatures from Belmont Residents/Businesses (16)**
- **Nextdoor.com Belmont Resident General Cannabis Public Support Comments (8)**
- **Odor Mitigation & Air Quality Memo**
- **Cannabis Waste Management Services Memo**

March 15th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Endorsement & Recommendation for NUG CV BLMT LLC (the "Applicant")

Madame Mayor & City Council Members,

I am writing this letter of endorsement regarding the application submitted on behalf of NUG CV BLMT LLC, the "Applicant," for an opportunity to secure a Conditional Use Permit (CUP) and a Cannabis Business License to operate a Commercial Cannabis Business retail storefront with delivery services in Belmont ("City"). As a former Planning Commissioner, City Council Member, and Mayor of Redwood City, I understand and am familiar with the sensitives of the commercial cannabis businesses,

I am familiar with the Applicant's comprehensive RFP and believe it demonstrates business merit, operational compliance, security measures, neighborhood compatibility strategies, and community benefits in alignment with the City's Strategic Plan. I am also familiar with the proposed location (1538 El Camino Real) and am confident it is a suitable site.

The City's adoption of regulated a cannabis business retail program reflects a forward-thinking approach that will help residents of Belmont and San Mateo County to safely access medical and adult-use cannabis. I supported decriminalization of cannabis when I served on City Council in Redwood City, in part because the evidence made clear that locals were using cannabis to effectively manage pain, treat other specific physical conditions or ailments, and to alleviate stress. I applaud the City's leadership on this program and am I confident that its implementation will generate significant economic benefits for Belmont and not be a deterrent to the fabric of the community.

I have known the Applicant's Managing Director, Raj Pottabathni, for several years, and believe his team will be a responsible cannabis business operator and valuable member of the community. The Applicant's local first approach, equity inclusion policies for employment, and charitable contribution commitments shall be welcomed by City residents. Furthermore, I believe that the Applicant's history of operational prowess, compliance, and experience within the industry operating over twenty CCB retail locations will be an ideal fit for Belmont.

I support the Applicant for consideration of a CUP and believe if selected, they will strive to maintain a harmonious relationship with the City. Given the community benefits they are offering and the fact that their application meets all City requirements, I respectfully recommend for your vote of approval on March 25th. Please do not hesitate to reach out with any questions. Thank you for your time.

Sincerely,

John Seybert

John D. Seybert
Former Mayor, City of Redwood City (2015-2017)
JSeybertRWC@gmail.com
(650) 533-5053

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Councilmembers: Cathy Jordan, Tom McCune, Gina Latimerlo

March 15, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Endorsement & Recommendation for NUG CV BLMT LLC (the "Applicant")

Madame Mayor & City Council Members,

I am writing this letter of endorsement and recommendation regarding the application submitted on behalf of NUG CV BLMT LLC, the "Applicant," for an opportunity to secure a Conditional Use Permit (CUP) and a Cannabis Business License to operate a Commercial Cannabis Business (CCB) retail storefront with delivery services in Belmont ("City").

As a former mayor of Union City (I just termed out December 10, 2024), I understand and am familiar with establishing a CCB program within a municipality. One of the Applicant's owners, Raj Pottabathni, was one of three companies that was selected in Union City for a CCB retail storefront, and since May 2022, he has established a successful and compliant cannabis retail location at 30545 Union City Blvd known as *Lemonnade*.

The City's adoption of a regulated cannabis business retail program reflects a forward-thinking approach that will help residents of Belmont and San Mateo County to safely access medical and adult-use cannabis. I supported decriminalization of cannabis when I served on City Council in Union City, and I applaud the City's leadership for developing a cannabis retail program and I am confident that its implementation will generate economic benefits for Belmont, without being an impairment to the fabric of the community.

I believe Raj Pottabathni and his Applicant group demonstrate professionalism, business merit, operational compliance, security/safety measures, and neighborhood compatibility strategies that will be a value add for Belmont. I have known Raj since 2018, and from my experience, Raj is communicative, responsive, and transparent. Raj worked closely with Union City Staff and the Police Department to address any concerns regarding public safety.

I support the Applicant for being awarded a CUP and believe if selected, they will strive to maintain a harmonious relationship with the City. Understanding the community benefits the Applicant is providing and that their proposed project meets all City requirements, I respectfully recommend that City Council approves this application. Please do not hesitate to reach out with any questions. Thank you for your time.

Sincerely,

Carol Dutra-Vernaci

Carol Dutra-Vernaci
Former Mayor, City of Union City (2012-2024)
Carol@DutraVernaci.com
(510) 432-6211

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Cathy Jordan, Tom McCune, Gina Latimerlo

MAUREEN MULHEREN
Supervisor
Second District

OFFICE PHONE: (707) 463-4221
DIRECT LINE: (707) 391-3664
OFFICE FAX: (707) 463-7237

MAILING ADDRESS:
501 Low Gap Road, Room 1010
Ukiah, CA 95482

COUNTY OF MENDOCINO
BOARD OF SUPERVISORS
501 Low Gap Road • Room 1010
Ukiah, California 95482

March 15th, 2025

City of Belmont
Mayors Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Endorsement & Recommendation for NUG CV BLMT LLC (the "Applicant")

Madame Mayor & City Council Members,
Currently, I am the Mendocino County Second District Supervisor and served as a City of Ukiah elected official with for over a decade. I am writing this letter of endorsement and recommendation regarding the application submitted on behalf of NUG CV BLMT LLC, the "Applicant," for an opportunity to secure a Conditional Use Permit (CUP) and a Cannabis Business License to operate a Commercial Cannabis Business (CCB) retail storefront with delivery services in Belmont ("City").
As a former Mayor and City Council Member of Ukiah, I was part of the process to establish a legal commercial cannabis business program in Ukiah. Hrant Ekmekjian, one of the Applicant's owners, was the first company that was selected in Ukiah for a cannabis retail storefront. Hrant's store, CannaVine, has been open and serving the public since February 2019.
It is good to see that Belmont had adopted a regulated cannabis business retail program. I was in support of medical cannabis and its transition to adult-use as I believe cannabis retail allows patients and customers respectively to seek and purchase lab tested cannabis products legally and safely.
I believe Hrant Ekmekjian, and his Applicant group demonstrate professionalism, business merit, operational compliance, active security/safety measures, and neighborhood compatibility strategies that I expect him to establish and continue in Belmont. I have known Hrant since 2018, and from my experience, he has been communicative, responsive, and transparent.
I support the Applicant for being awarded a CUP and believe if selected, they will strive to maintain a harmonious relationship with the City. Understanding the community benefits the Applicant is providing and that their proposed project meets all City requirements, I respectfully recommend that City Council approves this application. Please do not hesitate to reach out with any questions. Thank you for your time.
Sincerely,

Maureen Mulheren

Maureen Mulheren
Mendocino County Second District Supervisor (2021-Present)
Former Mayor & City Council Member, City of Ukiah (2014-2020)
MulherenM@MendocinoCounty.gov
(707) 391-3664 mobile

March 14th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Support & Recommendation for NUG CV BLMT LLC (the "Applicant") @ 1538 ECR STE C

Madame Mayor & Council Members,

My name is Barbara Jiang, and I have owned and managed a commercial mixed-use property on El Camino Real (1538 El Camino Real) in Belmont ("**City**") for almost 12 years. As a longtime local resident to San Mateo County, I am a dedicated member of Belmont's business community and the San Mateo County general community and take great pride in investing into the City and helping achieve its' full potential. I support Belmont's Commercial Cannabis Business Program and recommend the Applicant be considered and selected a for a cannabis business permit to operate a CCB retail storefront with delivery services at my property.

The Applicant's Retail Operations Director and co-owner, Hrant Ekmekjian, is local to the San Mateo County Area (living in Foster City) and is qualified with experience in the cannabis retail industry in California. His partners are also cannabis retail operators and together, they have over 30 cannabis businesses. He supports community benefits, local hiring, and social justice within the cannabis industry as he participates in San Francisco's social equity program. He champions the voice of the City through his community benefits proposal that supports the City's Strategic Plan.

I have communicated with co-owner Adam Peterson on several occasions, he owns and manages Nug Inc., which operates over 10 commercial cannabis retail stores in California. I own the property with my brother (Henry Jiang), and we both visited a Nug retail store in San Leandro and were pleased with their operation. They are part of the Applicant group, and I believe their retail operational prowess, coupled with Hrant's dedication for the community, will make for a valuable asset to the City.

I am impressed with the quality layout and design of the proposed cannabis retail storefront, along with the professionalism presented by the Applicant. After my conversations with Hrant and Adam, I feel assured that the Applicant will be a positive addition to this neighborhood. I have secured a lease agreement with the Applicant and their business will provide an additional level of security for its surroundings.

I encourage the City to approve the Applicant's proposal, in that I know this will be a big step in the right direction for the City. Please do not hesitate to reach out with any questions. I am available by mobile phone or email.

Best Regards,



Barabara Jiang
Property Owner (1538 El Camino Real)
BJiangPMC@hotmail.com
M: (415) 812-2432

UNION CITY
california

March 18, 2025

SENT VIA ELECTRONIC MAIL

City of Belmont
Attention: City Manager's Office
1 Twin Pines Lane
Belmont, CA 94002

RE: LETTER OF GOOD STANDING – JIVA UC LLC

Dear City Manager Oskoui,

The City of Union City ("**City**") has worked with Raj Pottabathni, an owner of Jiva UC LLC ("**Company**"), who received a Commercial Cannabis Use ("**CCU**") permit in 2020. The Company was selected as one of three Commercial Cannabis Business ("**CCB**") retailers permitted to operate a storefront with delivery service in the City. Since May 2022, the Company has operated a quality CCB retail storefront at 30545 Union City Boulevard, known as *Lemonnade*.

To date, the Company has made community benefit contributions totaling $60,000 (annually $15,000/year). This is consistent with the Company's CCU permit and established Conditions of Approval pursuant to Resolution No. 5564-20, Section 58 & 59. A portion of the community benefit contributions are directed to the City's Police Department for Advanced Roadside Impaired Driving Enforcement (ARIDE) and Drug Recognition Expert (DRE) training, in addition to other training programs for Police Officers as identified by the Chief of Police.

The remainder of the community benefit contributions help fund programming under the City's Youth and Family Services Division (within the Community & Recreation Services Department), which provides support services to those in need. Specifically, this includes the development and implementation of a juvenile diversion program that aims to redirect at-risk youth from entering the juvenile justice system and reduce the occurrence of juvenile crime. In recent years, the funding has also been directed towards the City's CAREavan Program, which provides a safe place to park and sleep overnight for families and/or individuals who have been displaced, are temporarily homeless, and living in their vehicles.

From the City's experience, Raj has been communicative, responsive, and transparent. Raj and the Company have been receptive to feedback and have worked collaboratively with the City. Not only has Raj been professional, but he has demonstrated the ability to develop a successful, sustainable, and harmonious CCB retail operation here in Union City. We imagine he would endeavor to do the same and be a good businesses partner to the City of Belmont.

The City of Union City looks forward to maintaining a continued good-standing relationship with Raj and the Company. Thank you, and if you have any questions, please do not hesitate to reach out to me directly.

Sincerely,

Joan Malloy
City Manager
City of Union City

cc: Jennifer Phan, Deputy City Manager

city manager's office

City of San Bernardino

Community Development & Housing Department

VIA ELECTRONIC MAIL

March 17, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of "Good Standing" for Rajiv "Raj" Pottabathni (Jiva SBD LLC)

The City of San Bernardino ("**City**") has worked with Raj Pottabathni, an owner of Jiva SBD LLC dba *Cookies San Bernardino* ("**Company**"), who was awarded a Commercial Cannabis Business ("**CCB**") retail permit since selecting the Company as 1 of 5 CCB retailers to operate a storefront with delivery service in the City in early 2019.

Since the beginning of the process, the Company has been receptive to feedback and collaborative with the City. The Company has been operating a successful Commercial Cannabis retail storefront (494 W. Orange Show Road, STE A D & E, San Bernardino) that has been open to the public since September 2020.

To date, the Company has paid all applicable taxes/fees and has been operating in compliance with City regulations with no violations, consistent with their commitment to operate in accordance with their subject Cannabis Business Permit (CBP) approval.

From my experience, Raj is communicative, responsive, and transparent. He has demonstrated the ability to develop a successful, sustainable, and harmonious CCB retail operation. I believe that he is professional and shall be an added value to the City of Belmont.

The City looks forward to maintaining a good-standing relationship with Raj and the Company, and supports their continued stability as a CCB retail operator. Thank you, and if you have any questions, please feel to reach out to me directly.

Sincere Regards,

Stephanie Castro
Economic Development Project Manager
Castro_St@sbcity.org
(909) 384-5561

Gmail

Raj J. Pottabathni <raj@jivalife.org>

Rajiv “Raj” Pottabathni & Jiva TCY LLC

1 message

Miguel Contreras <Miguel.Contreras@tracypd.com> Tue, Mar 18, 2025 at 2:38 PM
To: "Raj J. Pottabathni" <raj@jivalife.org>

Good Afternoon,

The Tracy Police Department has worked with Raj Pottabathni, an owner of Jiva TCY LLC dba Tracy Farms (“Company”), since selecting his company through the City’s RFP process. Since then, the Company has received a Cannabis Business Permit (“CBP”) and Conditional Use Permit to operate a commercial cannabis retail storefront with delivery service in the City back in late 2022. The Company has been operating a cannabis retail storefront (951 N. Central Avenue) that has been open to the public since April, 2024.

Raj has been responsive and communicative throughout the process. I have Raj’s cell phone number and can easily reach out to him if needed. He has demonstrated the ability to develop a compliant cannabis retail business. Tracy PD looks forward to maintaining a good-standing relationship with Raj and the Company and supports their continued stability as a legally licensee commercial cannabis retail operator. If you have any questions, please contact me directly.

Thank you,

MIGUEL CONTRERAS, CAPTAIN

TRACY POLICE DEPARTMENT

BUREAU OF SPECIAL OPERATIONS

1000 CIVIC CENTER DRIVE – TRACY, CA 95376

VOICE: (209) 831.6618 - FAX: (209) 831.4017

VIA ELECTRONIC MAIL

March 19th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of "Good Standing" for Rajiv "Raj" Pottabathni (Jiva NPA LLC)

The City of Napa ("**City**") has worked with Raj Pottabathni, an owner of Jiva NPA LLC dba *Cookies Napa* ("**Company**"), who has received a Cannabis Establishment Clearance ("**CEC**") certificate as a retail permit to operate a storefront with delivery service in the City in December of 2020.

Since the beginning of the process, the Company has been receptive to feedback and collaborative with the City. The Company has been operating a CEC retail storefront (2481 Second Street) that has been open to the public since June of 2022.

To date, the Company has successfully renewed its CEC annually, paid all applicable taxes/fees, and appears to have been operating in compliance with the City's requirements for cannabis retailers.,

From my experience, Raj is communicative, responsive, and transparent. He has demonstrated the ability to develop a successful, sustainable, and harmonious CCB retail operation. I believe that he is professional and shall be a value add to the City of Belmont.

The City of Napa looks forward to maintaining a good-standing relationship with Raj and the Company, and supports their continued stability as a CEC retail operator. Thank you, and if you have any questions, please feel to reach out to me directly.

Sincere Regards,

Paul O'Neill
Assistant Planner
Community Development Department, City of Napa
1600 First Street, Napa, CA 94559
P: (707) 257-9530
E: poneill@cityofnapa.org

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Councilmembers: Cathy Jordan, Tom McCune, Gina Latimerlo

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

VIA ELECTRONIC MAIL

March 17th, 2025

City of Belmont
Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of "Good Standing" for Hrant Ekmekjian

To Whom It May Concern,

The City of Ukiah (the "City") has worked with Hrant Ekmekjian, owner of Ukiah Valley Holistics, Inc., doing business as CannaVine (the "Company"), for over seven years.

Mr. Ekmekjian was initially approved under Major Use Permit (MaUP) File No. 17-2841 in September 2017 to operate a cannabis dispensary at 1230 Airport Park Boulevard, Suite C. Since then, he has successfully renewed, sustained, and expanded the business while maintaining full compliance with all City regulations and operational expectations.

Since its establishment, the Company has undergone multiple permit approvals and renewals, as summarized below:

TABLE 1 – PERMIT HISTORY

- 09/27/2017: 17-2841 - Original Major Use Permit approved by Planning Commission to allow a medical marijuana dispensary.
- 12/20/2018: 18-3809 - Minor Amendment Approval by Zoning Administrator to allow adult use cannabis products
- 12/20/2018: 18-4111 - Annual Use Permit Renewal approved by Zoning Administrator
- 12/18/2019: 19-4970 - Annual Use Permit Renewal approved by Zoning Administrator
- 01/12/2021: 20-5823 - Annual Use Permit Renewal approved by Zoning Administrator
- 01/19/2022: 21-6698 - Annual Use Permit Renewal approved by Zoning Administrator; no subsequent renewals required based on upates to Ukiah City Code.
- 03/14/2024: 23-9153 – Request to amend MaUP 17-2841 to allow distribution of cannabis products; no subsequent renewal requirement approved by Zoning Administrator

The Company has demonstrated compliance with all City regulations, maintaining good standing in terms of regulatory adherence, permit related payments, and operational integrity. Since opening its storefront to the public, the Company has successfully operated a Commercial Cannabis-Related Business ("CCB") retail establishment, including delivery services. In 2024, the Company expanded operations to incorporate cannabis distribution in accordance with an approved amendment to MaUP 17-2841.

The City acknowledges that Hrant Ekmekjian has maintained compliance with all required permit conditions and applicable municipal regulations. There have been no reported violations, code enforcement actions, or related reports from the Ukiah Police Department regarding the Company's operations.

Throughout the permitting and operational process, Mr. Ekmekjian has maintained open communication with the City and has adhered to all conditions of approval. The continued and successful operation of a cannabis-related business in Ukiah for over 7 years is a demonstration of his stewardship and adherence to regulatory standards.

In summation, CannaVine has served as an example of a well-regulated, compliant, and professionally managed cannabis retail business. The City of Ukiah acknowledges the Company's continued adherence to local requirements and looks forward to its sustained compliance and success.

City of Ukiah
COMMUNITY DEVELOPMENT DEPARTMENT

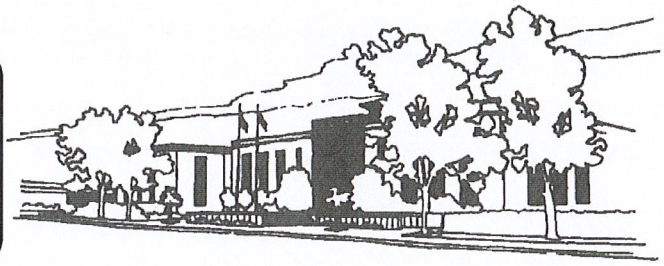
If you require further information, please feel free to contact me directly.

Best Regards,

Jesse Davis, AICP
Chief Planning Manager
City of Ukiah – Planning Services Division
300 Seminary Avenue
Ukiah, California 95482
Main: (707) 463- 6215
JDavis@CityofUkiah.com

Cc: Mayor Mates, Vice Mayor Pang-Maganaris, Councilmembers: Cathy Jordan, Tom McCune, Gina Latimerlo

City of San Leandro
Civic Center, 835 E. 14th Street
San Leandro, California 94577
www.sanleandro.org



March 19, 2025

City of Belmont
Attn: Mayor and City Council's office
1 Twin Pines Lane
Belmont, CA 94002

RE: Letter of Good Standing – NUG Wellness

To Whom it May Concern:

This letter serves as verification that NUG is a licensed commercial cannabis operator that owns a retail cannabis business at 3089 Teagarden Street in the City of San Leandro. Since its opening in 2019, NUG has demonstrated a consistent track record of adherence to relevant locally codified municipal regulations, including timely payment of the City's local gross receipts tax and annual licensing fees. Additionally, they have proactively communicated with City staff when necessary or appropriate to ensure regulatory compliance.

Please feel free to contact me if you have any questions.

Sincerely,

Eric Engelbart
Deputy City Manager
City of San Leandro

510-577-3389
eengelbart@sanleandro.org

Juan González III, Mayor

City Council: Victor Aguilar, Jr. Bryan Azevedo Dylan Boldt
Xouhoa Bowen Fred Simon Sbeydeh Viveros-Walton

CITY OF RED BLUFF

Community Development Department
555 Washington Street, Red Bluff, California 96080
(530) 527-2605; Fax (530) 529-6878
www.cityofredbluff.org

City of Belmont
Attn: Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Good Standing for NUG

To Whom It May Concern:

This letter serves as verification that NUG is a licensed commercial cannabis operator in the city of Red Bluff. NUG is a strong operator with a proven track record of compliance with municipal and State regulations, including timely payment of licensing fees and gross receipts taxes. In addition, NUG is a good corporate citizen and continues to provide community benefits to our City.

Please feel free to contact me if you have any further questions.

Sincerely,

Beth Lindauer
Community Development Director

Docusign Envelope ID: 7E9D378D-77F7-4C08-8AA1-CA746746F7BE

March 19, 2025

City of Belmont
Attn: Mayor's Office & City Council
1 Twin Pines Ln.
Belmont, CA 94002

RE: Letter of Good Standing for NUG

To Whom It May Concern:

This letter serves as verification that NUG is a licensed commercial cannabis operator in El Cerrito since 2021. NUG has a proven track record of compliance with the City's Municipal Code and Cannabis Operating Permit, including timely payment of licensing fees and community benefit fees. In addition, NUG participates with the El Cerrito Chamber of Commerce and sponsors City events such as our annual 4th of July WorldOne Festival.

If you have any questions, please feel free to contact me by email mmintz@ci.el-cerrito.ca.us or phone at 510-215-4339.

Thank you,

Signed by:
F4F0E70436B14A5...
Melanie Mintz
Community Development Director

March 16, 2025

City of Belmont Mayor's Office

RE: Letter of Support & Recommendation for Hrant Ekmekjian & NUG CV BLMT ("Applicant")

Mayor & Council Members,

My name is Norman Jaser and I am the owner of Golden State Smog Center at 1150 Old County Road (STE A) in Belmont. I have proudly been operating and serving the residents in Belmont for over 13 years. I am writing this letter of support in regard to the application submitted by Hrant Ekmekjian and NUG CV BLMT for an opportunity to secure a permit to operate a Commercial Cannabis Business ("**CCB**") retail storefront with delivery services in the City. The Applicant has developed a comprehensive plan demonstrating its CCB merit, operational compliance, security measures, neighborhood integration strategies and was invited to the City's final review process.

I have known Hrant for over 30 years. He is my brother in-law, and father to my niece (17), and nephew (14). He is also an amazing uncle to my two young children. Born, and raised in San Mateo County, I know he understands the importance of being a responsible, respectable cannabis operator, and the importance of that to our community. I know he will create a beautiful and inviting retail dispensary like all his others that the community will be proud of. He does not cut corners and takes pride in his businesses. He is also a very hands-on business owner. He has shared his desire to establish a CCB retail location in Belmont and has shared concepts from his community benefits proposal that supports the City's strategic priorities and goals. Hrant has given me assurance that his business will be an excellent corporate citizen in Belmont and committed to appropriate community support.

The Applicant team are experienced in the cannabis industry with over 15 cannabis stores in California. I expect them to operate in compliance and be a good additional to Belmont's business community. I support and recommend Hrant and his Applicant team to receive the appropriate permit and licenses to establish a cannabis retail store at 1538 El Camino Real (STE C).

Best Wishes,

Norman Jaser
Golden State Smog Center
650-799-5390
Normanjaser@gmail.com

March 17, 2025

RE: <u>Letter of Support for Hrant Ekmekjian/NUG</u>

Dear City of Belmont Council,

I am Henry Zadoori, a longtime resident of Belmont. I am honored to write this letter in support of Hrant Ekmekjian, and NUG's application to establish a dispensary in the City of Belmont. Having known Hrant for over a decade, I can confidently attest to his professionalism, integrity, and strong commitment to operating a responsible and fully compliant business.

Hrant understands the importance of strict adherence to all local and state regulations, and he is dedicated to ensuring his dispensary operates with the highest level of compliance. Additionally, security is a top priority for Hrant and his team. He is committed to implementing robust security measures to ensure the safety of customers, employees, and the surrounding community. His approach includes advanced security protocols, surveillance systems, and trained personnel to maintain a secure, yet inviting, and well-regulated environment.

The legalization of cannabis has provided an opportunity for safe, regulated access to a product that benefits many individuals, from medical patients seeking relief to responsible adult consumers. A well-managed dispensary like the one Hrant proposes will contribute positively to the community by generating tax revenue, creating jobs, and eliminating the risks associated with the unregulated market. By providing safe, lab-tested products and proper education to consumers, legal dispensaries play a crucial role in ensuring that cannabis use is responsible and well-monitored.

Beyond compliance and security, Hrant is a dedicated entrepreneur who values community engagement and responsible business practices. He is committed to fostering a positive relationship with the City of Belmont, working closely with local officials and law enforcement to ensure his dispensary operates with full transparency and accountability.

I strongly support Hrant Ekmekjian and NUG's application and believe his dispensary will serve as a model of professionalism and compliance in Belmont. Thank you for the consideration, and I hope that you allow the NUG team to move forward.

Sincerely,

H. Zadoori

Henry Zadoori
18 Rinconada Circle
Belmont, CA 94002
650-339-2121

March 16, 2025

RE: Letter of Support Hrant Ekmekjian & NUG

City of Belmont,

I am writing this letter of support about the application for a Retail Dispensary at 1538 El Camino Real STE C on behalf of Hrant Ekmekjian and his NUG group for an opportunity to secure a permit to operate in the City of Belmont.

I have known the Hrant for over 35 years as he is a local to San Mateo County. His two kids go to high school at Hillsdale, and I know he is committed to being a responsible business operator in Belmont. For years, he has shared his desire to establish a retail location in San Mateo County. He has shared his community benefits proposal that supports the City's by providing annual financial donations. I believe he will be a responsible cannabis retail operator and valuable member of the community. He has given me assurance that his business will be a value add in Belmont and is committed to community support through his Development Agreement. I especially love the fact that so much help will go towards the Parks & Recreation Department.

I believe that the company's overall ownership group has a history of operational compliance, and experience within the industry operating multiple retail locations in California will be an ideal fit for Belmont.

I recommend the Applicant for consideration of a cannabis retail storefront permit and believe if selected they will do a great job creating a beautiful, inviting location that all of Belmont would be proud to support

Sincere regards,



Vahan Derounian
VahanDerounian@yahoo.com
(650) 302-3255

March 14, 2025

RE: <u>Letter of Support for Hrant Ekmekjian with NUG CV BLMT</u>

Belmont City Council,

My name is Rima Stepanian, and I have been a resident of Belmont for over 2 decades. I am writing this letter of support to the applicant Hrant Ekmekjian with NUG CV BLMT to open and operate a cannabis store at the old Jenny Craig on 1538 El Camino Real. It looks like they have developed a detailed operational plan ns security measures, which he assured has been approved by the Belmont Police Dept. He also said they are entering into a Development Agreement with Belmont to contribute money annually.

Belmont's adoption of having 2 cannabis dispensaries is perfect to support the needs of its residents. I support decriminalization and legalization of cannabis, because the evidence shows that dispensaries are a positive to the communities they are in if run properly. Dispensaries give access to adults who use cannabis for a multitude of reasons including pain management, sleep, and stress relief. I am proud to be in a city in San Mateo County that is in support of what we as a state legalized in 2018.

I have known Mr. Ekmekjian for over a decade. I was introduced to him through family friends. I have seen his success in the industry, and shop at his San Francisco location myself. He has a deep desire to establish a retail location in Belmont and has shared concepts for his store. I believe he will be a responsible operator and become a valuable member in our community. He has given me assurance that the NUG team is committed to the City of Belmont. Furthermore, they seem to have a plan to hire locally, and I am a big supporter of that. I believe their commitment to running a professional and inviting business will be a reward to this city.

Sincerely,

R. Z. Stepanian

Rima Stepanian Z.
Rimazadoori@yahoo.com

March 11, 2025

RE: <u>Letter of Support for Hrant Ekmekjian / NUG CV BLMT ("NUG")</u>

Dear Belmont Council Members,

I am writing to express my full support for NUG and its application to operate in the City of Belmont.

Having known Hrant Ekmekjian for over 20 years, I can personally attest to his professionalism, and love for retail cannabis. Legal cannabis is already present in the City of Belmont—whether through licensed delivery services, residents purchasing from dispensaries in nearby cities, or worst of all the black market. However, despite the legal sale and use of cannabis within city limits, Belmont is currently receiving none of the economic benefits, while surrounding communities like San Bruno, Daly City and Redwood City collect substantial tax revenue from cannabis sales. By approving a licensed dispensary, I believe Belmont has the opportunity to capture these tax dollars, create local jobs, and ensure that sales occur in a highly regulated, secure environment, which puts myself and family at ease.

The financial impact of legal cannabis is undeniable if used properly. Cities that have welcomed dispensaries have been able to fund public services such as education, infrastructure, and public safety programs. Belmont has the chance to benefit from these revenues rather than continuing to lose them to neighboring towns. After reading the community benefits in the proposed Development Agreement, I am confident NUG's monetary contributions will be welcomed by the City of Belmont.

Additionally, allowing a local dispensary will provide safe, legal, and convenient access for Belmont residents, eliminating the need to travel to other cities or rely on delivery services. A dispensary operated by NUG will ensure that all sales are strictly regulated, lab-tested, and sold only to verified customers, reducing the risks associated with unregulated markets.

Hrant has assured me security and compliance will be top priorities for NUG. We have discussed the implementation of what he called state-of-the-art security measures, including 24/7 off site surveillance, ID verification, and strict inventory controls, ensuring that all operations meet or exceed state and local regulations. This will enhance public safety while providing a responsible, legal alternative to illicit sales in my opinion.

I strongly believe that approving NUG will allow Belmont to finally benefit from the legal cannabis industry that is already operating within the city, ensuring that tax revenue stays local, more local jobs are available, businesses thrive, and consumers have access to a safe and well-regulated dispensary. I whole heartedly support Hrant Ekmekjian, and the entire NUG team opening their doors here in Belmont

Regards,



Teveen Malek-Madani
(650) 766-3671
Belmont Resident

March 18, 2025

City of Belmont

RE: <u>Letter of Support & Recommendation for Hrant Ekmekjian & NUG CV BLMT ("Applicant")</u>

Dear Mayor, Council Members and City Manager,

My name is Shaunt Shahkarami and I am a proud Belmont resident of over 40 years. I was born and raised in Belmont and understand what our community is all about. I have a love for Belmont as its tight-nit community and amazing people provided me with the support I needed to grow.

I am writing this letter of support on the behalf of the Applicant for a Commercial Cannabis Retail storefront with delivery services in Belmont. The Applicant has a comprehensive application demonstrating its merit, operational compliance and most importantly, security measures.

I have known Hrant Ekmekjian for over 30 years and have seen his passion for cannabis retail blossom over the last 18 years into a thriving business with the multiple locations he operates. His passion for this industry is unmatched. He loves what he does and given the opportunity to serve our community, I know Hrant will be an ambassador to this community. I know what it means to him to be a leader in this space, as he strives to make sure to make his family proud and show his teenage kids the importance of the responsibility he is handed when he opens a retail store. He is also born and raised in San Mateo County and currently lives in Foster City. To me this is an important point, as I believe it allows him to understand our community and what we are about.

I strongly recommend and support the Applicant for consideration to be awarded CCB retail permit. I am proud that Hrant and his team will strive to maintain a harmonious relationship with Belmont and support community-based organizations, civic organizations and social service organizations. If you have any questions, feel free to contact me. Thank you.

Regards,

Shaunt Shahkarami
2800 Wemberly Drive
Belmont, CA 94002
650-346-6904 | condor5000@gmail.com

March 15, 2025

RE: <u>Letter of Support for Hrant Ekmekjian & NUG CV BLMT's Application</u>

Belmont Mayor & City Council Members,

My name is Sandra Jaser, and I co-own and work at a local Belmont service business for automobiles. I have been proudly operating and serving the city of Belmont and its residents for almost 10 years. I am writing this letter to support Hrant and his team to develop a cannabis retail store at 1538 El Camino Real.

I have known the applicant, Hrant, for 8 years. As a relative of his, I know he appreciates the responsibility of being a good steward to the community. I know Hrant loves what he does, and serving people in a beautiful, inviting setting is his ultimate passion.

Over the last year he has shared his hopes and desire to be selected by the City to establish a cannabis retail location in Belmont and has shared his vision with me. Hrant is so excited for this opportunity to be granted to him. I know he would do a great job and be a good asset for Belmont.

I would love to see the applicant receive the necessary permit, because I know through his passion and love for community, and cannabis, he will create a a first-class experience for everyone who seeks quality lab tested, cannabis in an inviting environment that will be safe and secure for its staff and customers.

Sincerely,

Sandra J.
650-389-3042

March 13th, 2025

RE: <u>Letter of Support for Hrant Ekmekjian (NUG CV BLMT)</u>

Mayor, Council Members, & City Manager's Office,

My name is Sahag, and I have been a resident of Belmont for 20 years now. I am writing this letter of support in regard to the application submitted by Hrant Ekmekjian of NUG CV BLMT, for an opportunity to secure a permit to operate a cannabis retail store and delivery services in our city. Hrant and the NUG team have created a great plan that includes, operational compliance, and addresses security measures.

I am a huge supporter of Belmont's plan to have recreational cannabis be here in our city. Currently, I drive to Redwood City to get my gummies that give me a good night's sleep. I was told about CBN gummies by a family friend who also had trouble sleeping. I have realized over the last couple years that there are so many people I know that use cannabis for a multitude of reasons. I support legal cannabis because it is what this state voted for with Prop. 64. I have been to multiple dispensaries now and feel they are all stand up businesses who help take the black market out of our communities. To me, a legal, tested, clean product is very important to have access to. I commend the city's leadership for making this a reality.

I have known Hrant for over 15 years now. For all those years he has been a cannabis retail entrepreneur. His stores are all very beautifully put together. He is a very enthusiastic and a hands-on operator. I am extremely confident that this is a group the City of Belmont can stand behind. They have vast experience in this industry. I believe that two stores for Belmont will be the right amount to serve a community of this size. I was happy to see all the community benefits Hrant and his group are offering to the city and even donating $50K get a vehicle for Parks & Rec.

I recommend the Applicant for consideration for a dispensary license at 1538 El Camino Real, and believe if selected, they will strive to be the gold standard for the city.

Best,

Sahag A.
2572 Comstock Circle
Belmont, CA 94002
650-504-3514

SUPPORT AND/OR NON-OPPOSITION

City of Belmont City Council:

- The following residents, business owners and/or property owners ("**Neighbors"**) have been made aware of NUG CV BLMT LLC (the "**Company**") seeking a Conditional Use Permit ("**CUP**") to operate Commercial Cannabis Business ("**CCB**") retail storefront with delivery service pursuant to Belmont Municipal Code *Chapter 13., Article III - Cannabis Business*.

- The Company has submitted a CUP Application for approval to establish a CCB retail storefront to the City's Community Development Department, who shall review and develop a "Staff Report" recommending approval to the City Council. That presentation and hearing at a City Council meeting is taking place on March 25th, 2025. A "Public Notice" from the City has been mailed to the Neighbors within 300' feet, and the Company has posted the same Public Notice at the Company's proposed CCB retail storefront site addressed 1538 El Camino Real, STE C, in the City of Belmont (the **"Location")** more than ten (10) days prior the above referenced meeting date**.**

- The Company has been in contact with, and have had an open line of communication with the following Neighbors, and as such, the Neighbors below either support, or do not have any opposition to the Company developing and opening its CCB retail storefront at the proposed Location. Nor do the Neighbors believe that the Company's Location, or its business operations would cause any harm or conflict with the Neighbor's respective business, properties, and/or uses. Therefore, the following Neighbors or their designated representatives, as seen on **Exhibit A**, attached, have signed and acknowledged their support and/or non-opposition of the Company's proposed CCB retail storefront at the Location.



VIRTUAL "MEET & GREET" INVITATION": WEDNESDAY, MARCH 19, 2025 @ 5:15 via GOOGLE MEET

- An email from the City was sent to anyone who had emailed the City related to cannabis retail and the Company sent a phyical mailer to Neighbors within 300' of the Location.
- We will be sharing information about our proposed business, a commercial cannabis retail storefront @ 1538 El Camino Real (STE C).
- Our objective is to provide insight and details related to our team's experience, community benefits, neighborhood compatibility, and safety/security.
- We will be available to address any questions/comments/concerns you may have.Thank you.
- **WEDNESDAY, MARCH 19, 2025 @ 5:15 – 6:00PM via GOOGLE MEET**
  - Google Meet Video Call Link: https://meet.google.com/bsa-gxzx-qbg
  - Or Dial: (US) +1 314-649-9018 | PIN: 490 123 401#

Sincere regards,

NUG CV BLMT LLC | CEO

Dr. John Oram
CEO, Retail Strategy Management & Medical/Science Liaison
M: 510.409.9543
John@Nug.com

NUG CV BLMT LLC | OWNERSHIP GROUP

Rajiv "Raj" J. Pottabathni
Managing Director
M: 732.801.6300
Raj@JivaLife.org

Adam Peterson
President &
Business Development
Adam@Nug.com

Hrant Ekmekjian
Retail Operations &
Community Relations
Hrant@TryCannaVine.com

NUG

240 HARBOR BLVD
Property Address

LASKY PRINTING
Business Name

3/18/25
Signature Date

Name: PATRICK HAWKINS
(Resident / Business Owner or Property Owner or their designated representative)

2165 Calmet Dr
Property Address

Business Name

Signature Date

Name:
(Resident / Business Owner or Property Owner or their designated representative)

240 Harbor Blvd Ste C.
Property Address

Waldo Graphics
Business Name

Gail Waldo 3/18/25
Signature Date

Name: Gail Waldo
(Resident / Business Owner / Property Owner or their designated representative)

1025 Ralston Ave
Property Address

The Belmont Classic Barber Shop
Business Name

3/18/25
Signature Date

Name: Joseph Forshtater
(Resident / Business Owner / Property Owner or their designated representative)

256 HARBOR BLVD
Property Address

SANDERS AUTOMOTIVE
Business Name

3/18/25
Signature Date

Name: GEORGE ZORB
(Resident / Business Owner / Property Owner or their designated representative)

1024 SIXTH AVE
Property Address

Business Name

3/20/25
Signature Date

Name: Yiluvio Cerland
(Resident / Business Owner / Property Owner or their designated representative)

101 Industrial Rd
Property Address

Brosnan Plumbing
Business Name

03-19-25
Signature Date

Name: Joseph Brosnan
(Resident / Business Owner / Property Owner or their designated representative)

645 Harbor Blvd
Property Address

Family Auto Clinic
Business Name

3/20/25
Signature Date

Name: Josh McCain
(Resident / Business Owner / Property Owner or their designated representative)

NUG

210 El Camino Real
Property Address

Bay Area Boxing
Business Name

Signature 3/17/25 Date

Name: Jake DeIaco
(Resident / Business Owner or Property Owner or their designated representative)

1426 El Camino Real
Property Address

bushwackers Shack
Business Name

Signature 3/18/25 Date

Name: Anthony Figueroa
(Resident / Business Owner or Property Owner or their designated representative)

1500 El Camino Real Belmont.
Property Address

Godfather's.
Business Name

Signature 3/18/25 Date

Name: Alex Tosun
(Resident / Business Owner / Property Owner or their designated representative)

1160 Old County Rd Belmont, CA 94002
Property Address

Marvin Gardens Restaurant
Business Name

Signature 3/19/25 Date

Name: Alberto Menendez
(Resident / Business Owner / Property Owner or their designated representative)

300 El CAMINO Real
Property Address

Shalizaar Rest
Business Name

Signature 3/18/25 Date

Name: Saeed
(Resident / Business Owner / Property Owner or their designated representative)

1520 El CAMINO RL
Property Address

Aroma Asia
Business Name

Signature Date

Name:
(Resident / Business Owner / Property Owner or their designated representative)

1720 El CAMINO Real
Property Address

LaHat taven
Business Name

Signature 3/19/25 Date

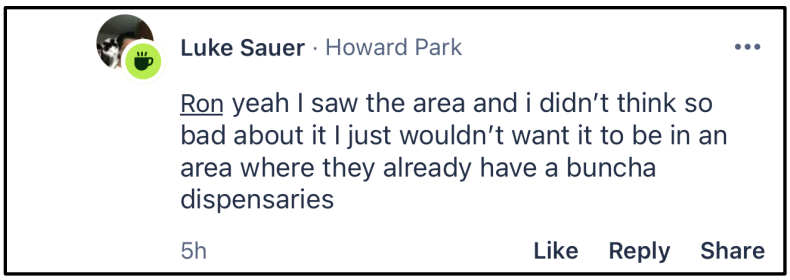
Name: Justin Moore
(Resident / Business Owner / Property Owner or their designated representative)

101 Industrial RD Belmont CA
Property Address

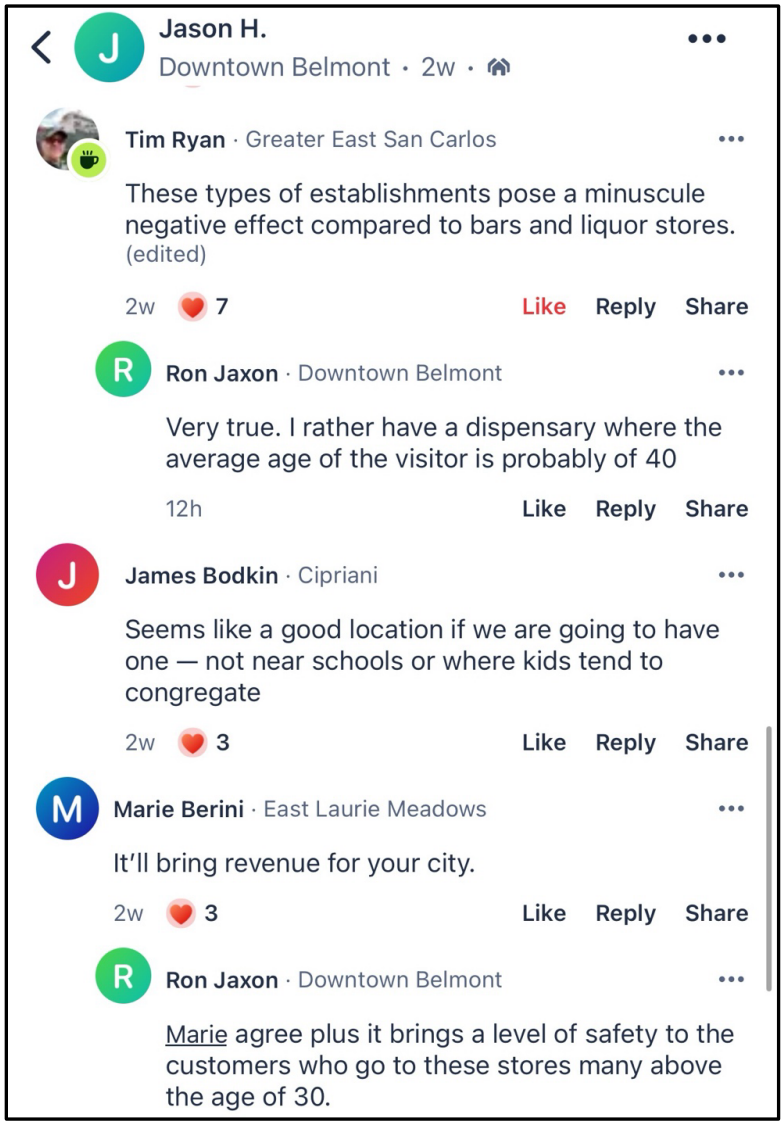
Padilla construction
Business Name

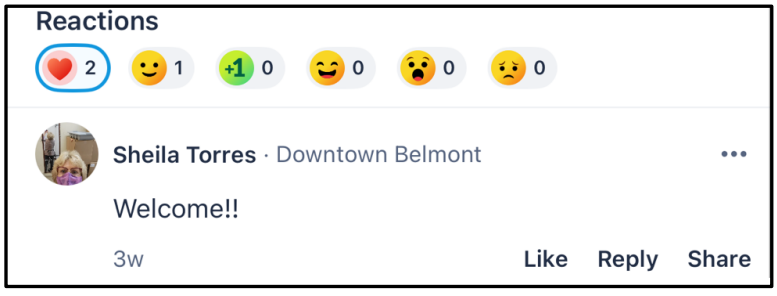
Signature 3/19/25 Date

Name: Ignacio Padilla
(Resident / Business Owner / Property Owner or their designated representative)


Luke Sauer · Howard Park
Ron yeah I saw the area and i didn't think so bad about it I just wouldn't want it to be in an area where they already have a buncha dispensaries
5h Like Reply Share


Slava Y. · Cipriani
Why not?
2w 1 Like Reply Share


Jason H.
Downtown Belmont · 2w ·
Tim Ryan · Greater East San Carlos
These types of establishments pose a minuscule negative effect compared to bars and liquor stores. (edited)
2w 7 Like Reply Share
Ron Jaxon · Downtown Belmont
Very true. I rather have a dispensary where the average age of the visitor is probably of 40
12h Like Reply Share
James Bodkin · Cipriani
Seems like a good location if we are going to have one — not near schools or where kids tend to congregate
2w 3 Like Reply Share
Marie Berini · East Laurie Meadows
It'll bring revenue for your city.
2w 3 Like Reply Share
Ron Jaxon · Downtown Belmont
Marie agree plus it brings a level of safety to the customers who go to these stores many above the age of 30.


Reactions
2
1
0
0
0
0
Sheila Torres · Downtown Belmont
Welcome!!
3w Like Reply Share

January19, 2024

RE: NUG CV BLMT LLC (the "Company") Commercial Cannabis Business ("CCB")
Retail Storefront | Odor Mitigation & Air Quality Memo

City of Belmont,

My name is Trent Thiel, BS Chemical Engineering North Carolina State University. I have represented Camfil as the North American Molecular Filtration Segment Manager for the past 8 years and managed a process gas purification and dehydration service business in the California for 10 years prior to joining Camfil. For those of you unfamiliar with our company; Camfil is a global filtration company with over 3,000 employees, 9 PhD's, 27 production and R&D facilities, two of which are dedicated solely to the research and development of molecular filtration. In 2012, a Canadian colleague of mine began working on a solution to resolve the odor issue on large scale medical cannabis cultivation facilities. Since then not only have we supported the cannabis industry with over $3 MM in solutions in 4 countries, and 17 states, but are now working on design criteria documents and partnering with companies that are essential to the growth and federal legalization of Cannabis Cultivation. This is how I became aware of the Company's need for an odor control initiative.

Understanding Molecular Contaminants and How to Remove Them for Cannabis

Airborne molecules impact businesses in several ways:
1) As odors 2) As irritants 3) As toxins or poisons 4) As corrosive and/or yield impacting agents

Many molecules are known to be harmful to humans, the environment, manufacturing processes (microelectronics, pulp and paper, oil refining, etc.) and more sensitive items such as artifacts in museums and art galleries. Understanding the environment that you are in, the functions of your facility, and assets within your building is essential to selecting the most appropriate molecular filtration solution, and upon my review the Company, has gone above and beyond the requirements for their facility designation and application which I will address in the next section.

As the world leaders for the research and development of clean air filtration solutions we are frequently called upon to aide in new applications and emerging industries to help determine the most effective methods to remove particulate and gaseous contaminants. During our initial involvement with this industry a third party sampled the air in a cannabis cultivation facility in Canada with over 500,000 square feet of grow space and provided us with the results for simulation purposes. It was determined that there is nothing harmful exhausted from cannabis cultivation facilities, but there are specific **odor** profiles from the terpenes in cannabis. The main ones were identified as alpha-pinene, beta-pinene, beta myrcene, beta-caryophyllene and limonene.

In our molecular test rig in Trosa, Sweden (pictured below) we are able to test molecular filters and/or media in accordance with ASHRAE 145.1, ASHRAE 145.2, ISO 10121-1 and ISO 10121-2 under a wide range of temperature and humidity conditions and challenged with different gases at 2,000 CFM. In short, we are the only filtration company in the world capable of testing molecular filters and media at realistic operating conditions.

Our simulation for the cannabis industry was conducted using alpha-pinene as our surrogate for the previous listed terpenes and we were able to determine that with a 60% CTC coconut shell media can guarantee over a 99% initial removal efficiency of the cannabis terpenes.

Applying this Data for the Company

The first thing that places the Company's facility function at a lower need for odor mitigation is the fact that, whether recreational or medical, there is **no** cultivation, **no** extraction, **no** drying, **no** trimming, and **no** product packaging.

> According to Chapter 2.2 of ASHRAE's[1] Heating, Ventilating, and Air-Conditioning Applications Handbook the Company's dispensaries would qualify as *Small Store Retail*. Ventilation requirements of ASHRAE Standard 62.1 must be followed. Objectionable odors may necessitate special filtering, exhaust, and/or additional outdoor air intake.

[1] ASHRAE is The American Society of Heating, Refrigerating and Air-Conditioning Engineers is a global professional association seeking to advance heating, ventilation, air conditioning and refrigeration systems design and construction.

The Company presented me with an air quality plan that is not necessary for their facility. Dispensaries had historically emitted some cannabis odor due to poor packaging or consumer handling onsite. However, when California legalized marijuana last year they also passed Assembly Bill 110 which stipulates that all marijuana packaging (including pop top bottles and exit packaging as well as other forms of cannabis packaging) must be certified child-resistant. This is forcing all dispensaries to use Mylar bags which have been known primarily for military food storage due to their high tensile strength, flexible material, and isolating barrier properties. Once sealed they will isolate the product inside from the outside. This isolation allows you to control the oxygen content, humidity, and light exposure. Ultimately creating an odor-proof seal.

Conclusion

Based on what I have been presented, the Company will be receiving all of their product in accordance with AB-110. Their plan states explicitly:

Upon inventory intake as per State of California BCC regulations, the Company will ONLY accept pre-packaged, sealed, child-proof medical cannabis products. Additionally, all purchased products by patients are placed in odor proof mylar opaque exit packaging. This will reinforce that odor will be mitigated outside of the facility.

§ 5412. Packaging and Labeling (a) A retailer shall not accept, possess, or sell cannabis goods that are not packaged as they will be sold at final sale, in compliance with this division. (b) A retailer shall not package or label cannabis goods. *Authority: Section 26013, Business and Professions Code. Reference: Sections 26010 and 26120, Business and Professions Code.*

§ 5413. Exit Packaging Cannabis goods purchased by a customer shall not leave the retailer's premises unless the goods are placed in an opaque exit package. *Authority: Section 26013, Business and Professions Code. Reference: Section 26120, Business and Professions Code*

The Company has proposed a reinforced steel door allows entry into limited access area that encompasses a secure product storage room and an enclosed temperature controlled storage room. The majority of pre-packaged product will be stored within these respective rooms. After business hours, all product that is housed within displays on the retail floor area is taken into the secure storage area.

There are two types of spaces within the Company's CCB retail Storefront:

1) Product Storage (Limited Access Area)
    a. There could be the potential for non-odor proof containers in this space. The primary concern for this space would be cannabis odor. I am recommending 10 to 12 air changes per hour in this space through a MERV 9A particulate filter followed by loose-fill thin bed molecular filter filled with a 60% CTC coconut shell media. This could be in the configuration of panels or cylinders; both of which would have >95% initial removal efficiency in a single pass against the terpenes listed in this document.
2) Public Access and Office Space
    a. This space would only have product in exit packaging, so the risk of odor is much lower. Particulate filtration would be the most important in this area with minimal molecular filtration for comfort air purposes. I am recommending MERV 9A particulate filtration on their supply air and to design their air handling units to provide 6 - 10 air changes per hour through a MERV 14A combination embedded media filter with an ozone rating of 9. A filter changeout every six months would be recommended. This would exceed the requirements set by ASHRAE standard 62.1 for indoor air quality based on their space qualification.

Should their retail commercial cannabis business fall under pharmacy qualifications there could be the need for more stringent filtration depending on the type of pharmacy it would qualify as. The Company has requested my consultative services to help design and implement the above recommendations should they be approved by the City of Belmont Simply put, based on general compliance with the California State BCC laws and my recommendations, the Company's CCB retail facility will mitigate cannabis odor (if any) and improve air quality for employees and patients. Cannabis odor will not emit outdoors let alone into neighboring businesses. Should you have any questions regarding any details in this letter please feel free to contact me directly.

Trent Thiel / Molecular Filtration | Segment Manager | Camfil USA
Phone: +1 (510) 325-9759 | **Email:** trent.thiel@camfil.com | **Web address:** www.camfil.com



RE: Cannabis Waste Management Services for the proposed NUG Cannabis Retail Dispensary

This letter is to confirm GAIACA's intent to provide Cannabis Waste Management Services for the NUG CV BLMT LLC., (the "Company") cannabis retail dispensary located in Belmont, California. GAIACA is a full-service solution, ready to assist current and future cannabis operators in meeting State requirements pertaining to compliant cannabis waste management. Regulatory compliance is of utmost importance in any field; especially in a new, burgeoning one such as the cannabis industry. **Waste management services include, but are not limited to:**

According to State Regulation, it is the responsibility of the operator to identify their waste streams as waste/cannabis waste/hazardous waste and follow all applicable rules and regulations for proper disposal [Title 16 CCR, Division 42 "BCC"; Title 17 CCR, Division 1 "CDPH"; Title 3 CCR, Division 8 "Cal-Cannabis / CDFA"; PRC, Division 30 "Waste Management"; Title 40 CFR, Part 239-282].

- GAIACA will conduct an initial site inspection to evaluate each operators' needs and to help create a site-specific waste program. GAIACA will also help the operator in identifying and profiling their cannabis waste for compliance.

It is a requirement of all operators obtaining a State license to submit a Waste Management Plan that clearly illustrates compliant waste handling and disposal procedures per local and State law [BCC §5054 (a)(b); CDPH §40290 (a); CDFA §8108].

- Following the evaluation, GAIACA will create a site-specific waste management plan, addressing all applicable local, State, and Federal laws.

If not managed onsite, operators must demonstrate that all waste is properly handled by a licensed and permitted cannabis waste service provider [BCC, §5054; CDPH, §40290; CDFA, §8308]

- GAIACA is properly licensed to handle all streams of cannabis waste (hazardous and non-hazardous). GAIACA will provide the operator a Certification of Compliance that can be visibly posted onsite, demonstrating to any State official that the operator has a compliant Waste Management Program in place.

The State requires all cannabis waste to be stored in a secured area on the licensed premises, preventing the public for harm [BCC §5054 (e); CDPH §40290 (b); CDFA §8308 (d)].

- GAIACA will provide secure and lockable drums for cannabis waste accumulation. GAIACA will advise on an appropriate location within the facility in which to store the drums. In addition to a main waste storage area, GAIACA can assist in setting up satellite accumulation points throughout the facility.

All cannabis waste must be properly disposed of. It is the obligation of the operator to mitigate potential sources of odor [BCC §5054 (c); CDPH §40290 (b); CDFA §8308 (e)].

- GAIACA's HazMat-quality, UN-rated drums allow operators to easily and safely accumulate waste onsite. All drums are non-reactive and air-tight to help with cannabis odor control. Drums are equipped with biodegradable inner bag liners to add an extra level of hygiene.

Cannabis goods intended for disposal shall remain on the licensed premises until rendered into cannabis waste. [§ 5054 BCC CALIFORNIA CODE OF REGULATIONS (CCR) TITLE 16, DIVISION 42 (c)]

- GAIACA utilizes a combination of internal industrial processes and strategic partnerships to further treat cannabis waste. The goal being to compost, recycle, and transform, rather than adding to our growing landfills. GAIACA is on a 'zero-waste' mission.

All cannabis waste must be tracked and traced, illustrating that the cannabis product has been rendered "unusable and unrecognizable" and deposited at a licensed compost/landfill/solid waste facility [BCC" §5049 (a)(6) & §5054 (f) & §5314 (a)(3); CDPH" §40290 (d); CDFA §8308 (i)(j)(k) & §8402].

- GAIACA will complete a cannabis waste manifest upon collection of waste. GAIACA's waste manifest tracks the chain of custody of cannabis waste from its cradle (operator facility), through the rendering process, to its final grave (permitted compost/solid waste/recycling facility). GAIACA will provide the operator with a final Certificate of Destruction, showing proof of proper waste disposal. A copy will also be sent to the State, on behalf of the operator, to meet Track-and-Trace requirements.

Thank you for the opportunity to submit our letter of intent to you. We look forward to working with you on this project. If you have any questions please call us at 833.225.4242.

NUG

COMMUNITY & NEIGHBORHOOD | VIRTUAL “MEET & GREET” INVITATION | 03/19/25 @ 5:15 PM

PROPOSED COMMERCIAL CANNABIS BUSINESS | RETAIL STOREFRONT & DELIVERY @ 1538 EL CAMINO REAL

Dear Neighboring Residents, Business Owners & Property Owners:



- Please accept this online invitation to virtually meet and engage with NUG CV BLMT’s ownership team.
- We will be sharing information about our proposed business, a commercial cannabis retail storefront @ 1538 El Camino Real (STE C).
- Our objective is to provide insight and details related to our team’s experience, community benefits, neighborhood compatibility, and safety/security.
- We will be available to address any questions/comments/concerns you may have. Thank you.

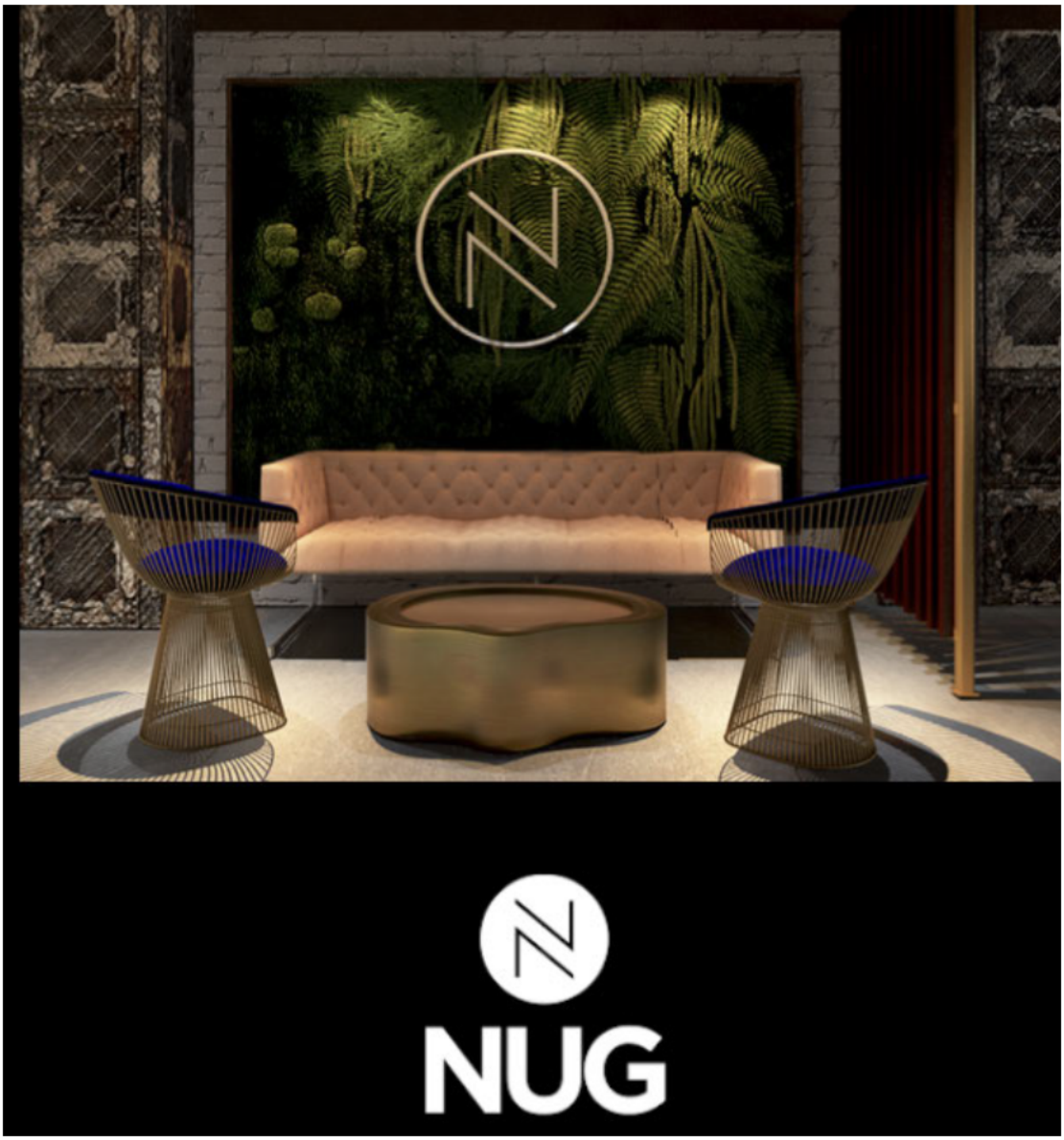
WEDNESDAY, MARCH 19, 2025 @ 5:15 – 6:00PM via GOOGLE MEET

Google Meet Video Call Link: https://meet.google.com/bsa-gxzx-qbg
Or Dial: (US) +1 314-649-9018 | PIN: 490 123 401#



COMMUNITY & NEIGHBORHOOD OPEN-HOUSE MEET & GREET INVITATION

PROPOSED COMMERCIAL CANNABIS BUSINESS | RETAIL STOREFRONT & DELIVERY @ 1538 EL CAMINO REAL



June 7, 2024

Dear Neighboring Residents, Business Owners & Property Owners,

RE: **IN-PERSON OPEN HOUSE INVITATION: TUESDAY JUNE 25, 2024 @ 5:30 PM**

- We are hosting an in person "Open House" on Tuesday, June 25th, 2024, at 5:30 PM.
- Please join us at our proposed location, 1538 El Camino Real (Suite C) in Belmont (former *Jenny Craig*).
- Please accept this invitation to meet and engage with us to address any questions/comments/concerns you may have. We will be sharing information about our proposed business (commercial cannabis retail) and our objective is to provide insight and build relationships with our neighbors; we will be providing complimentary snacks and beverages.
- Please email or call (please leave voicemail and/or text) me (Raj) directly (see below for contact information) to express your interest in joining us or if you have any questions/comments.
- Thank you for your time and we look forward to meeting you.

Sincere regards,

Rajiv "Raj" J. Pottabathni
Managing Director
M: 732.801.6300 | E: Raj@JivaLife.org

Public Comment Emails Received

Courtney Brown

From: [redacted]
Sent: Friday, February 21, 2025 8:01 AM
To: x-community development
Subject: application No 2024-0062

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from [redacted] earn why this is important

hi, I want to make my comment anonymous.

I have 2 kids, they are 4 and 2 and I have a beautiful family living in Belmont, and I actually live very close to that development planning area that we are discussing.
There are way more important things than just money can do. I see the note saying because of financial reasons , they are trying to approve it ,
All the households in Belmont do not need money from the government, if there is a need for us to invest money for Belmont city, we can do it as a whole group.
If financial reason is so strong, you can consider accepting other business that is more promising and reasonable then Cannabis business.

I am feeling very uncomfortable for my kids to get exposed to those buildings around, and it will be literally walking distance.
Belmont is a beautiful neighborhood with lots of potential. We can propose something that is more helpful and resourceful in that area rather than accepting Cannabis business.
All houses in Belmont are very nice with a good school system and I am very proud of my neighbor Belmont
.
I strongly against approving this plan, this will not only cause lots of problems and a lot homeless and drug addicted people will come and roam around the area, which I strongly oppose as a resident of Belmont.

I am sure if you have family in Belmont and you own a house in Belmont, you will disagree with approving that plan.

I strongly disapprove of this plan and we need to consider our very near future, it will not only make Belmont into a horrible place to live or raise your kids, but also all the homeowners in Belmont will get disadvantage of accepting Cannabis business here.
There is not much benefit in accepting that business.

Please reconsider and please disapprove of this plan.
I want my house to be safe from those bad influences.
Belmont is a beautiful , prestigious and nice neighborhood so far.

Any changes we make will severely impact the community and this will not do any benefit for Belmont city and family who lives in Belmont and who owns home in Belmont.

Good things can go bad in a minute.
We need a good leader who can represent Belmont and who has good insight when deciding matters. This is the reason why leaders are very important in every place.

Even San Carlos district will not like us to approve that plan as well, we are so close to each other and can eventually affect them as well in the near future.
Currently , in my house , we always open the door and we never had security issues. but once this business comes in, everything will change.

Belmont residents do not need the money from Cannabis business, we are fine as it is now.
Please I strongly against bringing in Cannabis business to Elcamin in Belmont.
I am objecting.
thank you for listening and please share this comment and I want to vote " No "

Courtney Brown

From: [redacted]
Sent: Monday, February 24, 2025 9:22 AM
To: x-community development
Subject: Formal Objection to Proposed Cannabis Dispensary at 1538 El Camino Real (Application No. 2024-0062)
Attachments: Application No.2024-0062_Mak Residence-Formal Objection.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Categories: Blue category

You don't often get email from [redacted] Learn why this is important

[redacted]

February 24, 2025

City of Belmont
Planning Commission
One Twin Pines Lane Belmont, CA 94002
Email: cdev@belmont.gov
Attention: Community Development Department

Subject: Formal Objection to Proposed Cannabis Dispensary at 1538 El Camino Real (Application No. 2024-0062)

Dear Planning Commission Members,

We are writing as concerned residents living directly adjacent to 1538 El Camino Real to formally express our strong objection to the proposed rezoning and establishment of a cannabis dispensary (Application No. 2024-0062). We've been living in this home since 1996, we love it here. Our living room has a full width floor-to-ceiling glass that faces El Camino, but now the City wants to inject a cannabis dispensary directly in the middle of our beautiful panoramic view of the city. While we understand the efforts to foster economic growth in Belmont, we firmly believe that allowing a cannabis dispensary at this location would have detrimental effects on the surrounding residential community.

Primary Concerns:
1) Proximity to Residential Areas and Community Spaces
The proposed site is immediately adjacent to residential homes and within close range of community spaces frequently used by families and children. The presence of a cannabis dispensary in such a location could alter the character of our neighborhood and create discomfort among local residents. Personally, the smell of smoke and cannabis is so sickening that my body reacts with headaches or sleeplessness, not a physical allergic reaction but a mentally stressed reaction. Also, based on the City of Belmont website, Belmont

prohibits ingesting cannabis or cannabis products in a public place, on or within 1,000 feet of a school or daycare. So then, aren't homes with small children essentially the same as daycare? Why are the families who elect to raise their children at home and not send their babies to daycare now being punished? Are we not as worthy because we are just a few people, not a licensed establishment?

2) Negative Impact on Neighborhood Safety and Security
The introduction of a cannabis retail business often attracts increased foot and vehicular traffic, which can lead to loitering, public disturbances, and potential crime activity, including illicit drug-related incidents and theft. This is especially concerning given the close proximity of residential homes and families with young children.

3) Traffic Congestion and Parking Issues
Increased customer traffic at the dispensary could lead to additional congestion along El Camino Real and adjacent residential streets, exacerbating existing parking shortages for residents. This would create unnecessary inconvenience for those who live nearby and rely on these streets for access to their homes.

4) Potential Decline in Property Values
Studies have shown that cannabis dispensaries can contribute to declining property values in adjacent residential areas due to perceived neighborhood deterioration. As a homeowner, we are deeply concerned that this rezoning decision could negatively affect my property investment and that of my neighbors.

5) Alternative Locations Are More Suitable
If Belmont is considering additional cannabis retail establishments (we sincerely hope not), we urge the Commission to prioritize locations in commercial or industrial zones that are less disruptive to residential areas. There are many available sites along El Camino Real that are farther from homes and better suited for such businesses.

Request for Action:
We desperately urge the Planning Commission to reject this proposal and uphold the integrity of our neighborhood by preserving the residential quality of our community. Furthermore, we respectfully request that the City Council reassess zoning policies for cannabis businesses to ensure they are in areas where they will have minimal impact on families and residential communities. Do any of you remember that Belmont was once the first U.S. City to ban smoking? We truly hope that the City of Belmont will not lose her values and determination for serving the people and not money over people. We appreciate your time and consideration of our concerns. Please ensure that our objection is included in the official public record for this hearing.

Yours Sincerely,
[redacted]

P.S. Worse comes to worse, I'm willing to consider quitting my job and turn my home or somewhere within 1000ft of this location to a licensed day care to kill this establishment of the cannabis dispensary.

From: Frederick Crosby
To: x-community development
Subject: Cannabis Dispensary at 1538 El Camino Real in Belmont
Date: Monday, March 3, 2025 6:36:33 PM

You don't often get email from [redacted] Learn why this is important

City Council Members,

I understand you will be discussing allowing a cannabis dispensary at 1538 El Camino Real, next to my community. I'm not against those who use cannabis, but I think allowing this location is ridiculous. We've been waiting for this neighborhood to improve the amenities to make it that family-oriented community we all long for here. We had hoped for retail locations when they developed the high-density firehouse development and got nothing. The neighborhood continues to border on trashy once it touches El Camino with trash and empty beer bottles. This is not a step in the right direction.

As a parent with a kid at Carlmont, and hearing and seeing the massive amounts of vaping already surrounding these students, the city council would be reckless to allow this and clearly signaling this group is anti-family. There are many other locations away from this main corridor to place this should some in the town want this.

Protect our kids.

Thanks,

Frederick Crosby
1549 Vine St

From: mj
To: x-City Clerk"s Office; x-community development
Cc: Sophie Decker
Subject: Cannabis Dispensary In the heart of Our Belmont City!!!
Date: Monday, March 3, 2025 10:52:47 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

I just heard from my neighbors about tomorrow's Tuesday, March 4th, City Council meeting, which includes the item "B. 1538 El Camino Real—R….To establish a CDB store in our backyards.

The City of Belmont is known for its many schools (kids walking/biking to their school), peaceful neighborhoods, family walks in the neighborhood day or night, and more… Allowing cannabis distribution store in the heart of the City WOULD CHNAGE the City's tranquility & potentially effecting or harming the young kids which the families are trying to raise in a healthy environment.

As a resident of Belmont, I reject opening a cannabis store in the heart of the City, and I HOPE you all do the same.☐

Keep the Cozy City of Belmont as Cozy as Can Be.☐

Thanks,

Mansour/Sahra

1557 Vine St.

From: Sophie Decker
To: x-community development
Subject: Cannabis Dispensary on 1538 El Camino Real in Belmont
Date: Monday, March 3, 2025 6:09:03 PM

You don't often get email from [redacted] Learn why this is important

Dear City Council Members,

Tomorrow - Tuesday March 5th, 2025 - you will be listening to arguments for and against allowing a Cannabis dispensary into our neighborhood, steps away from where kids live and ride their bicycles. Downtown Belmont is a neighborhood of families with children. We do not want Cannabis sold behind our homes and walking distance from schools. You are increasing the crime element in what used to be a quiet and safe neighborhood. The fact that you are holding a city council meeting on this means that you are seriously considering adding this business to our neighborhood and are holding the obligatory meeting.

Why not place the Cannabis dispensary in a light industrial complex, perhaps what is appropriately named Industrial Road? This way their business does not affect our kids, and they can operate as need be.

Many of our neighbors on 5th and 6th avenue in particular are already dealing with the fallout of the apartments added next to Safeway. The drug deals in the alley, the empty liquor bottles, and many other unsavory events impact the children living there and those commuting through the area on their way to school. Adding a cannabis dispensary will further degrade the situation.

Please hear us this time around. Do not approve the Cannabis business next to family homes and help keep Belmont the safe and quiet city that attracted so many of us here.

Thank you,

Sophie Decker
1549 Vine Street

From: Elisa Stern
To: x-community development
Subject: Cannabis store near my home
Date: Monday, March 3, 2025 4:41:15 PM

> You don't often get email from [redacted]. Learn why this is important

Dear City Council,

On Tuesday you will be listening to arguments for and against allowing a Cannabis store into our neighborhood, steps away from where kids live and ride their bicycles. This location is no place for a Cannabis business. It's not like they are opening a bakery or toy store.

This is a neighborhood of families with children. We do not want Cannabis sold behind our homes. You are increasing the crime element in what used to be a safe neighborhood. The fact that you are holding a city council meeting on this means that you have already gone to bed with the Cannabis business. Shame on you.

I have a great idea. Why don't you place the Cannabis dispensary in a light industrial complex? That way all the weed-heads can shop to their heart's content AWAY FROM MY KIDS. Wow -- what a great idea!

Please don't sell us tax-paying citizens out again. I know you see dollar signs and are punch-drunk with the tax dollars, but please, for once, consider that we live here with our kids. Advise this business to go to a light-industrial complex.

Thank you.

From: Elisa Stern
To: x-community development
Subject: Cannabis store near my home
Date: Monday, March 3, 2025 4:41:15 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council,

On Tuesday you will be listening to arguments for and against allowing a Cannabis store into our neighborhood, steps away from where kids live and ride their bicycles. This location is no place for a Cannabis business. It's not like they are opening a bakery or toy store.

This is a neighborhood of families with children. We do not want Cannabis sold behind our homes. You are increasing the crime element in what used to be a safe neighborhood. The fact that you are holding a city council meeting on this means that you have already gone to bed with the Cannabis business. Shame on you.

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Please don't sell us tax-paying citizens out again. I know you see dollar signs and are punch-drunk with the tax dollars, but please, for once, consider that we live here with our kids. Advise this business to go to a light-industrial complex.

Thank you.

From: Rocio Sanchez-Moyano
To: x-community development
Subject: Comment on March 4, 2025 Planning Commission Agenda items 7 B & C
Date: Monday, March 3, 2025 10:04:51 PM

You don't often get email from [redacted]. Learn why this is important

Dear members of the Planning Commission,

I live in the residential neighborhood to the west of the proposed rezoning to S-3 Cannabis Retail & Distribution Overlay Combining District for the properties in agenda items 7 B & C. I would like to note my objection to these proposed rezonings.

It would be my personal preference to not live near cannabis dispensaries. However, my larger concern is the potential approval of 2 locations. The staff report notes that they reviewed both applications "in order to diversify the
City's portfolio and provide for some contingency if one operator is ultimately not viable." Research suggests that cannabis dispensaries can be associated with decreased property values and increased crime (references at the bottom of this email). Dispensaries themselves are often at risk as a majority-cash business. By approving 2 locations within blocks of each other, these negative effects are compounded and concentrated on my neighborhood.

References:
https://www.sciencedirect.com/science/article/abs/pii/S0166046221000156
https://news.ucdenver.edu/do-marijuana-dispensaries-increase-neighborhood-crime/

Thank you,
Rocio Sanchez-Moyano

From: Wilma Espinoza
To: x-community development
Subject: Community safety
Date: Monday, March 3, 2025 8:00:19 PM

> You don't often get email from [redacted]. Learn why this is important

I understand that tomorrow you are taking up a proposal to bring a cannabis store to our neighborhood. I join my neighbors in registering a strong objection to such an addition to our community. I view it as an unnecessary addition that will only serve as a nuisance and magnet for outside troublemakers. Please, let's focus on promoting and maintaining the quiet, clean, healthy, peaceful environment that first attacted us to this community.

Thank you,
Wilma Espinoza
Harbor Blvd.

From: Julie Behn
To: x-community development
Subject: Oppose the new proposal for cannabis store
Date: Monday, March 3, 2025 5:36:05 PM

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Hello,

We are righting to express our opposition of the Cannabis store proposed to go in on El Camino near Harbor Blvd and Fifth Avenue. We live on Fifth Avenue and already experience high traffic in an area where kids play. We do not want this type of business being around our neighborhoods children and in our neighborhoods.

Thank you in advance for your consideration.
Mark and Julie Behn

From: Mayumi.Takahashi@nikon.com
To: x-community development
Subject: PROTEST Cannabis Store in Downtown Belmont
Date: Monday, March 3, 2025 4:49:26 PM

> You don't often get email from [redacted]. Learn why this is important

Hello,

I am writing to you to strongly protest the Cannabis Store under consideration for downtown Belmont.
It does NOT belong in my neighborhood!!

Mayumi Takahashi
1359 Sixth Avenue
Belmont, CA 94002

From: Jennifer Taxay
To: City Council; x-community development
Subject: Rezoning and Development Agreement - Cannabis Retail in downtown Belmont
Date: Monday, March 3, 2025 7:39:22 PM

You don't often get email from [redacted]. Learn why this is important

Dear City Council Members,

As a Belmont resident of nearly 13 years in the downtown section of the city, I **strongly oppose** the proposal for the cannabis stores to be located just steps away from our neighborhood. I live on Sixth Avenue near the corner of Harbor, just two blocks from El Camino Real. Have you considered what kind of people you are going to attract to our neighborhood with that kind of retail around the corner? The industrial part of the town closer to 101 could easily be used as a cannabis retail spot - that area already has a local brew shop. San Carlos has done a great job converting the industrial area to be used for wineries and local breweries. Please consider the people in this part of Belmont before you destroy what used to be a safe place to live. As an aside, everyday I walk my dog in the area, and I am appalled by the disgusting garbage and litter that is all over the ground, especially near the bus stop and along the side of the road just south of where one of the stores is being proposed. What can we do to get that cleaned up? I am beyond angry that we chose to buy our family home here, just to have our safety at risk. Who would want to buy a home and raise their family near garbage strewn streets and a Cannabis retail store around the corner?

Thank you for your consideration,
Jennifer Taxay

From: Jason Hwang
To: x-community development
Subject: S-3 Cannabis Retail & Distribution Overlay District - APPLICATION NO. 2024-0062
Date: Monday, March 3, 2025 3:38:17 PM

> You don't often get email from [redacted]. Learn why this is important

As a resident a long the 1500 block on 5th ave. I oppose this cannabis retail coming to our town. Belmont is known for family friendly, quite and safe city. Major concern for safety. It potential increases in crime or loitering around the store. You can already smell the smoke of cannabis from parked car along the El Camino Real between Harbor Blvd and 5th ave. The residents are already suffering from unwanted fume. It also increases traffic, noise around the store and devalue the community

Courtney Brown

From: Dana Bosso <[redacted]>
Sent: Friday, March 7, 2025 12:05 PM
To: ComDev
Subject: No On Cannabis Storefronts in Belmont

Follow Up Flag: Follow up
Flag Status: Flagged

[Some people who received this message don't often get email from [redacted] Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

To Whom it May Concern,

MY response to reading about the consideration of cannabis storefronts in Belmont is; please, no. There are plenty of cannabis stores in the Bay Area for those who use recreationally or medicinally, even those with abuse issues. Please don't put the community safety in jeopardy. Driving under the influence of cannabis comes to mind, robbery, theft, traffic, more humans suffering from co-occurring issus of substance use disorder and mental health will be directed here from SF and RWC. Within the cannabis using population exist those who use other substances as well that put their health and lives at risk. Let's do the right thing and say no to cannabis access in Belmont. I'm assuming tax revenue and business sales are the goal here but not all money is good money. Please, no.

Sincerely,

Dana Bosso

Sent from my iPad

Courtney Brown

From: [redacted]
Sent: Monday, March 17, 2025 11:40 AM
To: x-community development
Subject: Re: Cannabis Store at 1538 El Camino Real

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

You can ignore this request. I've learned more about the business and feel comfortable with them in the shopping center. Thank you!

On Tue, Mar 11, 2025 at 3:30 PM Jordan Ambler <[redacted]> wrote:

Hi - It has come to my attention that a cannabis store is potentially moving into the shopping center located at 1538 El Camino Real. My business is Sling It! Lacrosse in Unit A of the shopping center.

The majority of our customers are young children in elementary and middle school, and so it seems reasonable that a cannabis shop in the same center is inappropriate. Most of our customers are not from the city of Belmont, and travel from as far as San Francisco, the East Bay, or San Jose to come to our stores, as we are highly specialized with lacrosse being a relatively small sport. On occasion we host small stringing classes at our shop composed of mostly children, so that they can learn how to maintain and adjust their lacrosse stick.

I was notified of the pending tenancy from a customer who expressed grave concern, and I fear that the cannabis store may impact my business negatively, if families don't feel comfortable bringing their children to our store.

While I don't think it is my business to tell another business where they can operate, I do think we should try to reasonably avoid placing businesses near each other that may negatively affect each other.

Thank you for your time and consideration.

--

Jordan Ambler | President | Sling It! Lacrosse | 800.693.5529 | www.slingitlacrosse.com

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Courtney Brown

From: [redacted]
Sent: Tuesday, March 11, 2025 2:47 PM
To: x-community development
Cc: Michelle Ellis; Tom Carey
Subject: Re: 1538-ElCamino-CUP-Cannabis_PUBLIC-COMMENT:3/11/2025

Importance: High

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Attn : Zoning Administrator, City of Belmont

Re: 1538 El Camino Real Conditional Use Permit (CUP) and Design Review hearing, March 11, 2025

The below comment is submitted to the City and Z.A. with regard to the proposed Cannabis facility at 1538 El Camino Real. Our office represents the adjacent property, and herein makes known their concerns and requests as to this project.

While not opposing the proposed establishment of this business, the following concerns are submitted, paired with the consequent requests to mitigate these concerns - all concerns having broad public scope and effect to the welfare of City residents and neighbors :

1.) Request that the enforcement mechanisms (cited and referenced within the City's ordinance relating to Cannabis establishments) be consistently applied, and measured with frequent regularity.

2.) Request that performance standards set forth in Conditions of Approval are rigorously adhered-to, and reviewed in timely manner, consistent with best practices as regards this type of business.

Specific elements of the above requests which are of unique concern arising from this type of business, and which other jurisdictions have experienced, are :

a.) Loitering of persons patronizing the business on either the public sidewalk, or the subject parking lot, and inclusive of
the nearby SamTrans bus-stop.
b.) Noise arising from outdoor loitering/congregating/disputes from patrons of the business.
c.) Traffic & parking, vehicular :
- Double-parking on El Camino, while waiting for &/or picking up of patrons of the business.
- Blocking of sidewalk by vehicles patronizing the business.
- Loitering of persons in vehicles, patronizing the business.

Thank you for your considered implementation to mitigate these experiences other jurisdictions have encountered. Accountable follow-through, and measured procedures as to performance, can mitigate such problems from arising.

David Beaumont

CKS Environmental/Land-Use Planning/Development/Government Affairs

Courtney Brown

From: Elisa Stern <[redacted]>
Sent: Tuesday, March 11, 2025 3:03 PM
To: x-community development
Subject: Zoning Commission meeting

Categories: Carlos

You don't often get email from [redacted] Learn why this is important

Hello,

I live in the downtown neighborhood on 6th Ave and am vehemently against you placing a cannabis store in my neighborhood. I understand that you have deemed a location that backs up against a family neighborhood as a great place to sell drugs, but that does not reflect the values of the property tax-paying citizens who live here.

We are raising young children on 5th and 6th Avenue, and have high hopes of them going to college. Not learning the ins and outs of how to buy Cannabis and get high as they ride their bikes to purchase more lacrosse gear from the SlingIt Lacrosse store that sits just feet away from this soon-to-be sleazy establishment.

It is beyond me and my neighbors as to why you had to choose this location. Its because 1) you don't live on 5th or 6th Avenue, so you don't care, and 2) $$$$, sp let's be honest, that's all you care about. Your kids and family don't have to experience the unsavory people who will frequent this place, so you don't care. And while you consider this part of the neighborhood the right place to place to sell drugs, the property tax-paying citizens of Belmont do NOT.

Please reconsider your ill-guided decision to place this nefarious drug-dealing establishment near where my children are.

Thank you,

A pissed-off resident of Belmont who has lived here for 22 years.

Courtney Brown

From: Family Hwang [redacted] >
Sent: Monday, March 10, 2025 3:26 PM
To: x-community development
Subject: Opposition to the Opening of Cannabis Retail Store at application number 2024-0062

Categories: Carlos

You don't often get email from [redacted] Learn why this is important

I am writing on behalf of the residents of Belmont to express our collective opposition to the proposed opening of a cannabis retail store at 1538 El Camino Real. Our community has several concerns regarding this development:

- Safety and Security: You need to put community and youn children's health safety and security first! There are many family living right behind and student passing by this location. Concern with crime and safety issues that may arise with the presence of a cannabis retail store.

- Property and Community Values: Belmont is a quiet small city town that only stretches 1.5 miles along the El Camino Real. I do not see any benefit from this business. Why are you making the town an undesired place to move in? City needs to focus and bringing positive business that everyone wants to come and visit.

We respectfully urge the city council to consider our concerns and take them into account when making a decision regarding the opening of this store.

Thank you for your attention to this important matter.

Courtney Brown

From: Maureen Moran [redacted]
Sent: Monday, March 10, 2025 3:41 PM
To: x-community development
Subject: Re: CANNABIS RETAIL HEARING

Categories: Carlos

[You don't often get email from [redacted]. Learn why this is important at https://aka.ms/LearnAboutSenderIdentification]

Re:
CANNABIS RETAIL IN BELMONT, application #2024-0062, this email votes a resounding NO!
As a resident of Belmont since birth, with strong roots in this community, I strongly object to any such establishment.
Can we not retain SOME charm and wholesomeness to our little town?
There are plenty of delivery options or "out of city limit" establishments available to residents if they are so inclined.
No need for a "bricks and mortar", which will just lead to increased traffic congestion, questionable patrons, and possible crime related incidents.
Keep Belmont, above all, FAMILY VALUES FOCUSED, safe, and wise enough to be untouched by pressure to submit to calls for this type of establishment.
Maureen Moran

Sent from my iPhone

Courtney Brown

From: Michael Brake [redacted] >
Sent: Tuesday, March 18, 2025 9:46 PM
To: x-community development
Subject: Cannabis Retail Storefront 1300-1500 blk. El Camino Real

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Community Development and City Council members

I endeavor to write to you about my concerns that the City is seeking input regarding considering or granting permission for a Cannabis Retail Storefront in two identified locations on El Camino Real.

I have lived in Belmont since 1991. I know that the City wishes and believes that the City leaders can reimagine and implement what is necessary to make the City thrive, be successful, and admired for its creativity. This most definitely would make other cities envy what we're doing here in our community!

Belmont has had a general plan or redevelopment vision for several decades. We have seen some projects come to fruition, but not what many residents have hoped for!

As to the Cannabis Retail Storefront suggested locations. I ask why would we want this, and how is this type of business could be more important than an anchor business such as a prominent restaurant or other retail establishments that would serve our entire community? This City is only about 27,000 people. We have such limited options as far as entertainment, quality restaurants, or other brick and mortar businesses that would serve our direct needs. We simply need to look no further just south of us in San Carlos.

I wish I could spend more money in Belmont and helping our own tax base, but I find myself in neighboring San Carlos or San Mateo! It's perplexing to figure out how this Cannabis Retail Storefront benefits us here in the City of Belmont? That is a really difficult argument to say that this benefits our citizenry? To believe that Belmont would be safer or that the quality of our lives will benefit by green lighting this proposal is highly doubtful.

Thes two locations that are being proposed to sell, store, and distribute Cannabis doesn't make it any safer, and I argue it becomes less safe! The area being proposed, the 1300-1500 blks of El Camino Real has no less than (four) massage parlors in just walking distance. These businesses commonly attract questionable behavior from customers patronizing these businesses, and more importantly allows the immediate area to become, if I may say, more salacious. I don't think anyone living in this City wants to traverse through the area where it's filled with massage parlors and Cannabis Retail Storefronts! How is any of this quaint?

What does come to mind are the number of Cannabis Retail Storefront robberies and burglaries that we read about in our news. Or what about an innocent victim walking or driving by during an incident in

progress and that innocent passerby now becomes a victim? What about a very recent attempted murder of a Cannabis Retail Storefront owner in San Francisco. Shot multiple times and barely survived! I ask why are we inviting this in to our southern city boundaries? Is this the look that we so desire? We want something that's inviting, something that promotes safety and security and prosperity for those of us that live here,

We have alternative options if the city leaders want to propose a Cannabis Retail Storefront to open up in the City of Belmont. Options such as Shoreway Road or possibly the Unincorporated Harbor Industrial area. Away from children, seniors, churches, or in-home day care. Both Shoreway corridor and The Harbor Industrial are certainly viable options which are commercialized retail locations and are easily accessed by foot, vehicle, or other transportation means.

We have an opportunity to bring our community in line with other innovative neighbors. This is quality of life and safety for sure. I do not support placing a Cannabis Retail Storefront at either of these two locations. I have suggested other locations that I believe the City could considered to be just as suitable as our southern gateway. Our City leaders must recognize that it's paramount to promote safety and quality of life for those of us who work, raise our families, and shop every day.

P.S. Your web address that you provided is incorrect. It shows a period after the gov

Respectfully,

Michael Brake

Courtney Brown

From: Soojin Shim <[redacted]>
Sent: Monday, March 10, 2025 3:22 PM
To: x-community development
Subject: Concern Regarding the Proposed Cannabis Business in Belmont

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

Dear [City Council/Planning Committee],

I am writing as a **concerned parent and resident of Belmont**, strongly objecting to the proposal to establish a **cannabis business in our community**. As a **mother of two young children**, I am deeply worried about the potential impact this could have on **our neighborhood, schools, and overall community environment**.

While I understand the economic considerations, I believe that a cannabis business in Belmont raises serious concerns:

1.

Proximity to Children & Families

- Belmont is a **family-oriented community**, and the presence of a cannabis business may not align with the values many parents uphold.
- Increased accessibility and exposure to cannabis-related products could **normalize its presence** among minors, despite legal restrictions.

2.

Community & Safety Concerns

- Cannabis businesses can attract **increased foot traffic** and, in some cases, **undesirable activities** that may affect the safety of our children.
- Studies have shown that communities with cannabis dispensaries often experience an **increase in impaired driving incidents**.

3.

Impact on Neighborhood Character & Property Values

- A cannabis business **may change the character of our town**, potentially deterring families from moving here.
- There is evidence that such businesses can **negatively affect property values** in residential areas.

As a parent, my **top priority** is ensuring that Belmont remains a **safe, family-friendly community**. I respectfully urge the committee to **reconsider this proposal** and prioritize businesses that better align with our town's values and long-term growth.

Thank you for your time and consideration. I hope you will take these concerns into account when making a decision.

Sincerely,
Soojin

Carlos de Melo

From: Jordan Ambler <[redacted]>
Sent: Monday, March 17, 2025 11:40 AM
To: x-community development
Subject: Re: Cannabis Store at 1538 El Camino Real

Categories: Carlos

You don't often get email from [redacted]. Learn why this is important

You can ignore this request. I've learned more about the business and feel comfortable with them in the shopping center. Thank you!

On Tue, Mar 11, 2025 at 3:30 PM Jordan Ambler <[redacted]> wrote:

Hi - It has come to my attention that a cannabis store is potentially moving into the shopping center located at 1538 El Camino Real. My business is Sling It! Lacrosse in Unit A of the shopping center.

The majority of our customers are young children in elementary and middle school, and so it seems reasonable that a cannabis shop in the same center is inappropriate. Most of our customers are not from the city of Belmont, and travel from as far as San Francisco, the East Bay, or San Jose to come to our stores, as we are highly specialized with lacrosse being a relatively small sport. On occasion we host small stringing classes at our shop composed of mostly children, so that they can learn how to maintain and adjust their lacrosse stick.

I was notified of the pending tenancy from a customer who expressed grave concern, and I fear that the cannabis store may impact my business negatively, if families don't feel comfortable bringing their children to our store.

While I don't think it is my business to tell another business where they can operate, I do think we should try to reasonably avoid placing businesses near each other that may negatively affect each other.

Thank you for your time and consideration.

--

Jordan Ambler | President | Sling It! Lacrosse | [redacted] | [redacted]

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