



City Council Meeting Agenda

Tuesday, April 22, 2025

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

General order of Business

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

City Council

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

Staff

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

MEETING ATTENDANCE:

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

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

PUBLIC COMMENT:

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

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

To submit a written public comment:

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

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

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

LEVINE ACT:

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

ACCESSIBILITY

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

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

City of Belmont
City Council Regular Meeting Agenda
April 22, 2025
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California

NOTICE REGARDING MEETING SCHEDULE

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

1. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION (none)

B. STUDY SESSION (6:30 p.m.)

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

Belmont's Centennial Celebration Discussion

Presentation of planning Belmont's Centennial Celebration in 2026; no action required

Attachments:

[Staff Report](#)

C. SPECIAL SESSION/OTHER TOPICS (none)

(7:00 PM) REGULAR BUSINESS ITEMS

2. CALL TO ORDER

- Roll Call

3. PLEDGE OF ALLEGIANCE

4. REPORT FROM CLOSED SESSION

5. SPECIAL PRESENTATIONS

A. Proclamation Recognizing May as Mental Health Awareness Month

B. Proclamation Recognizing April 22, 2025 as Earth Day

C. Proclamation Recognizing April 25, 2025 as Arbor Day in Belmont

D. Proclamation Recognizing May as National Arab American Heritage Month

E. Celebrate the Music Presentation

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

7. COUNCILMEMBER ANNOUNCEMENTS

8. **CONSENT BUSINESS**

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

A. Approval of Minutes

Recommendation: Consider modifications and approve minutes

Attachments:

[CC 3-25-2025](#)

B. Agreement with Bay Area Tree Specialists for Vegetation Management and Fuel Reduction Services

Recommendation: Adopt a motion authorizing the City Manager to negotiate and execute a service agreement with Bay Area Tree Specialists for vegetation management and fuel reduction services for an amount not to exceed \$207,000.

Attachments:

[Staff Report](#)

[BATS Proposal](#)

C. Non-Essential Services Winter Holiday Closure for Fiscal Years 2025-26 through 2027-28

Recommendation: Adopt a resolution approving winter Holiday Closures for the periods December 25, 2025 through January 1, 2026; December 25, 2026 through January 3, 2027; December 27, 2027 through January 2, 2028.

Attachments:

[Staff Report](#)

[Resolution](#)

D. Metropolitan Transportation Commission (MTC) Transit Oriented Communities (TOC) Grant Resolution

Recommendation: Adopt a resolution authorizing the City to accept a \$500,000 grant from the Metropolitan Transportation Commission (MTC) Transit Oriented Communities (TOC) program for the purpose of administering a multi-jurisdictional study to update inclusionary housing and commercial linkage fee policies, enter into a Master Grant Agreement with MTC to be the fiscal agent for the multi-jurisdictional grant, and appropriate the grant funds to the Affordable Housing Fund.

Attachments:

[Staff Report](#)

[Resolution](#)

E. Indemnity Requirements for Approvals, Encroachments, and Right of Way Maintenance

Recommendation: Introduce an ordinance regulating indemnity requirements for applicants and holders of permits, licenses and other city entitlements, encroachments, and right of way maintenance

Attachments:

[Staff Report](#)

[Ordinance](#)

F. Minimum Wage Enforcement Contract with the County of San Mateo's Office of Labor Standards and Enforcement

Recommendation: Adopt a motion authorizing the City Manager to negotiate and execute an agreement with the County of San Mateo for minimum wage enforcement services for a one year term, with the option to renew for two additional two-year periods, at a flat rate of \$10,000 annually.

Attachments:

[Staff Report](#)

[County Minimum Wage Enforcement Contract](#)

G. 1041 Hill Street Permanent Encroachment Agreement

Recommendation: Motion approving a Permanent Encroachment Agreement for Retaining Wall within the public right-of-way adjacent to 1041 Hill Street.

Attachments:

[Staff Report](#)

[Exhibit A - Site plan with Grading Plan Detail](#)

9. PUBLIC HEARINGS (none)

10. GENERAL BUSINESS

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

A. Annual Transportation and Mobility Update

Recommendation: Informational item only; no action is required.

Attachments:

[Staff Report](#)

B. Amendments to Regional Commercial (RC) Zoning District

Recommendation: Provide direction on amendments to the Regional Commercial Zoning District Designation, and direct staff to proceed with the amendments and associated environmental review.

Attachments:

[Staff Report](#)

[San Carlos Airport Land Use Compatibility Plan Height Limits](#)

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

B. Verbal report from City Manager

12. MATTERS OF INTEREST/CLARIFICATION

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

13. ADJOURNMENT



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Brigitte Shearer, Parks and Recreation Director, (650)595-7488, bshearer@belmont.gov
Agenda Title: Belmont's Centennial Celebration Discussion
Agenda Action: For Information Only

Recommendation

Presentation of Planning for Belmont's Centennial Celebration in 2026; no action is required.

Strategic Focus Area

Quality of Life

Background

The City of Belmont was incorporated on October 26, 1926. Recognizing its centennial is an opportunity to highlight Belmont's vibrant and extensive history, even well before its incorporation, and to celebrate the community it has become.

Staff began preliminary planning efforts to commemorate this significant milestone in Belmont's history. The Centennial presents a unique opportunity to celebrate the community's rich heritage, honor the people and places that have shaped the City over the past 100 years, and engage residents in a series of inclusive, memorable events. Staff is exploring a variety of ideas, including a year-long calendar of community celebrations, a signature Centennial festival, historic displays, public art installations, and educational partnerships with local schools and organizations. This study session provides an opportunity for the City Council to offer early input on the scope and vision for the Centennial, as staff continues coordinating with community stakeholders and refining planning efforts.

Analysis

The City plans to host events, activities, and a celebration to commemorate the Belmont's achievements of the past 100 years and beyond. Belmont has the good fortune to have a Historical Society and the San Mateo County Historical Association to provide information, images, and artifacts from the past to share with the public. City staff has sought input and support from the Community through a meeting with Belmont Park Boosters, a discussion with the Parks and Recreation Commission meeting, and an online and paper survey. The City has established a website to further facilitate collaboration with the community: (<https://www.belmont.gov/departments/administrative-services/centennial-2026>).

A Steering Committee of 3 staff members and an Event Committee consisting of seven staff members have been formed. Community participation in planning and implementing community-led celebration events is welcomed and encouraged.



Branding for the centennial year will be used on Ralston Avenue banners, city letterhead, city vehicles, staff uniforms and giveaways available at City and community events throughout the year.

Based on 32 survey responses and other community and staff input received to date, the following events are being considered:

1. Signature Centennial event – e.g., picnic or art & wine festival (Fall 2026)
2. Branding at annual city events
 - a. National Night Out. (August 2026)
 - b. Trunk or Treat Bash (October 2026)
 - c. Public Works Open House (May 2026)
 - d. Earth Day (April 2026)
 - e. Movie Nights (Fall 2026)
 - f. Veteran's Day (November 2026)
3. Tabling at co-sponsored events (note: these events may be impacted by the Twin Pines Park Detention Basin Project)
 - a. Celebrate the Music
 - b. Belmont Water Dog Run
 - c. Belmont Community Foundation Events
 - d. Belmont Park Boosters Summer Concerts
 - e. Spring Fest
4. Indigenous People's acknowledgement in Twin Pines Park, in collaboration with Detention Basin project
5. Activities to highlight Belmont's history
 - a. Update Centennial website with history information
 - b. Include quarterly historical articles in Weekly E-News
 - c. Add page(s) to Activity Guide to highlight history and/ or centennial celebration events
 - d. Tour of abandoned cars in Waterdog Lake open space
6. Community Art Project
7. Time Capsule
8. Storytelling by long time Belmont residents
9. Repainting Happy Hydrants
10. Ralston Avenue light pole banners and Ralston Avenue Street banners
11. Battle of the Badges
12. Video and Year End brochure recapping centennial events



Staff recently submitted preliminary budget requests of \$50,000 for FY 25-26 and \$10,000 FY 26-27 to cover associated expenses from the General Fund or, for eligible art projects, from the Public Art Fund. The City will also be seeking sponsorships to augment these budget requests. These requests will help support both City-led efforts and community-driven events.



To further encourage community involvement, staff also proposes providing small grants for events to assist with promotion, logistics, and other needs for local organizations and individuals leading Centennial activities. Community members have already suggested several ideas including:

- Home Tour
- Garden Tour
- Cookbook
- History Tour, docent-led or self-guided

Next steps in the Centennial planning process include soliciting additional community input to help finalize the scope and nature of the celebration, preparing sponsorship materials to engage local residents and businesses, designing and ordering commemorative banners for Ralston Avenue, and developing a clear and equitable process for community members and organizations to request funding support for Centennial-related activities.

As planning progresses, it is important to acknowledge that organizing a citywide celebration of this scale will require a significant commitment of staff time and resources, in addition to regular departmental responsibilities. To ensure the success of Belmont's Centennial, community partnerships will be essential. Community partnerships, volunteer engagement, and sponsorships will be vital in augmenting City resources, and staff welcomes all forms of support to help bring this once-in-a-century celebration to life.

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

There is no direct fiscal impact associated with this discussion item. Funding request for the Centennial celebration is being finalized and will be incorporated into the FY 2025-26 budget, supported by the General Fund and will be subject to City Council approval.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

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

Tuesday, March 25, 2025

CALL TO ORDER 7:00 PM

ROLL CALL

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

COUNCILMEMBERS ABSENT: None

CLOSED SESSION (none)

STUDY SESSION (none)

PLEDGE OF ALLEGIANCE

Led by Belmont Police Honor Guard

REPORT FROM CLOSED SESSION (none)

SPECIAL PRESENTATIONS

Police Department Personal Oath of Office

Police Chief Stenquist presented Police Dispatcher Nicole Ruggiero, Police Officer Matt Kelly and Police Corporal Michael Stauffer. Family members administered the officers' badges and City Clerk Plut administered the Oath of Office to the newly appointed.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Victor Garza, Gerard Kersten and Max Reinhardt commented on zoning requirements in the San Juan Hills Area of Belmont.

COUNCILMEMBER ANNOUNCEMENTS

Councilmembers provided updates on upcoming events.

CONSENT BUSINESS

Minutes of March 6, 2025 Council Strategic Planning Workshop

Annual Review of The Police Department's **Military Equipment Use Policy** in accordance with Assembly Bill 481

Resolution 2025-21 Renewing The Military Equipment Policy Ordinance For The Police Department

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

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 in the amount of \$241,000.

Resolution 2025-22 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.

Resolution 2025-23 amending the City's Master Employee Pay Schedule to maintain compliance with California Public Employees Retirement System (CalPERS) regulations.

Resolution 2025-24 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.

Resolution 2025-25 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.

Resolution 2025-26 approving revisions to the compensation and benefit plan for the unrepresented and confidential employee group.

Public Comment

Giuliano Carlini commented on the Climate Action Plan item.

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

PUBLIC HEARINGS

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 the adoption of the ordinances.

Assistant City Manager Kleinbaum provided an overview of cannabis business regulations, performance standards, economic development considerations, and the entitlement and prequalification processes.

Community Development Director de Melo provided a staff report on the public hearing for Canna-Bel - 1397 El Camino Real, including the rezoning to S-3 overlay district, the development agreement, conditional use permit, and design review.

Council deliberation ensued.

In response to Council questions, **Charles Stone**, representing Canna-Bel, explained that the Community Advisory Board is comprised of notable community members who make decisions to maximize the community benefits of the cannabis business. He noted that the applicant agreed to a 30-40-30 allocation: 30% to Belmont Parks and Recreation, 40% to the Belmont Community Center, and the remaining 30% to be distributed by the advisory board to other local non-profits.

Further deliberation occurred regarding the advisory board's scope.

Council deliberation ensued regarding the advisory board's reach.

Philip Lesser Canna-Bel applicant provided a brief applicant presentation.

Mayor Mates opened the public Hearing for Canna-Bel - 1397 El Camino Real.
Mayor Mates closed the public hearing for Canna-Bel – 1397 El Camino Real.

The following individuals provided comments on the proposed cannabis projects: Kathy Fetter, Nicki Fox, Matt Breite, Jim Fetter, Mary Morrissey Parden Michael Craig, Patti. E-mail comments were received.

RECESS: 8:45 P.M.

RECONVENE: 8:55 P.M.

Council deliberation ensued. The Council concurred that bylaws for the community advisory body need to be submitted with the development agreement.

Canna-bel applicants concurred with developing bylaws for the community advisory board.

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Pang-Maganaris an ordinance rezoning 1397 El Camino Real and APN 045-243-050 into the S-3 Cannabis Overlay District, and an ordinance approving a development agreement for the project were introduced. Staff was directed to place a resolution approving a Conditional Use Permit and Design Review in addition to establishing a condition of bylaws for the community advisory board for the project on a meeting agenda with adoption of the ordinances by roll call vote (5-0).

Community Development Director de Melo provided a staff report on the public hearing for Nug-1538 El Camino Real including the rezoning to S-3 overlay district, the development agreement, conditional use permit, and design review.

Council deliberation ensued.

Hurant Ekmekjian and John Orman Applicants for Nug-1538 El Camino Real made a presentation on their proposed retail location.

Public Comments provided by John Herediah, Nicki Fox, Michael Craig.

Council consideration ensued. Councilmember Latimerlo provided comments on why she is not able to support the 1538 El Camino Real noting that cannabis zoning is new to Belmont and wants to warrant this particular neighborhood more time to adjust to the zoning.

ACTION: On a motion made by Councilmember McCune and seconded by Councilmember Pang-Maganaris an ordinance rezoning 1538 El Camino Real into the S-3 Cannabis Overlay District, and an ordinance approving a development agreement for the project was introduced, and staff was directed to place a resolution approving a Conditional Use Permit and Design Review for the project on a meeting agenda with adoption of the ordinances, by a roll call vote (4-1, Latimerlo no).

GENERAL BUSINESS

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).

Housing and Economic Development Manager Liebermann provided the staff report.

ACTION: Council concurred with staff recommendation 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).

ACTION: On motion made by Councilmember McCune and seconded by Councilmember Latimerlo the meeting was extended by 30 minutes to 11:00 pm.

BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

Councilmembers reported on their assignments.

Verbal report from City Manager

None

MATTERS OF INTEREST/CLARIFICATION

ADJOURNMENT at this time being 10:35 p.m.

**Submitted by,
Jozi Plut, City Clerk**



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Brigitte Shearer, Parks and Recreation Director, bshearer@belmont.gov; Karen Clark, Management Analyst, kclark@belmont.gov
Agenda Title: Agreement with Bay Area Tree Specialists for Vegetation Management and Fuel Reduction Services
Agenda Action: Motion

Recommendation

Adopt a motion authorizing the City Manager to negotiate and execute a service agreement with Bay Area Tree Specialists for vegetation management and fuel reduction services for an amount not to exceed \$207,000.

Strategic Focus Area

Infrastructure and Mobility

Background

In keeping with the City's Strategic Plan initiative to "Continue with urban forestry, fire, and hazard mitigation projects," the Parks and Recreation Department secured \$697,575 in grant funding for projects including vegetation management and fuel reduction, residential chipping services, and education and outreach. Of these funds, \$325,000 comes from California's Department of Forestry and Fire Protection (CAL FIRE) Fire Prevention Grant No. 5GG21211, awarded in mid-2022, and \$372,575 comes from Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation Grant No. LPDM-PJ-09-CA-2023-003, awarded in late 2024.

Under the CAL FIRE grant, the City has completed a CEQA Survey, Treatment Prescription, and Mapping Plan (Treatment Plan) and expanded its residential chipping program. The Treatment Plan recommended specific strategies for wildfire and fuel risk reduction in the City's open space. The Treatment Plan was completed in 2024, and a CEQA Notice of Exemption was filed for its proposed projects shortly thereafter. In addition, the first round of the expanded chipping program was successfully completed in March 2025.

The FEMA grant was jointly awarded to the City of Belmont and City of San Bruno, both of whom recently executed a Memorandum of Understanding (MOU) formalizing their respective roles, responsibilities, and procedures for managing grant funds and associated projects.

Analysis

In March 2025, staff published a request for proposals (RFP) for vegetation management and fuel reduction services in alignment with the CAL FIRE Grant scope of work. The scope was specifically



drawn from the Treatment Plan and generally includes vegetation management and fuel reduction services in the Waterdog Lake and San Juan Canyon areas, along with the removal of five non-native blue gum eucalyptus trees. These services will be accompanied by grant-funded biological monitoring, to be contracted separately.

In response to the RFP, the City received six proposals. Upon review, staff recommends awarding a contract to Bay Area Tree Specialists (BATS). In addition to providing the lowest bid, BATS has experience conducting similar work, interacting with the public, and demonstrating sensitivity to local biological and cultural resources. BATS also successfully rendered the residential chipping services to the City earlier this year.

To move forward, staff recommends that the City Council adopt a motion authorizing the City Manager to negotiate and execute a contract for vegetation management and fuel reduction services for an amount not to exceed \$207,000. BATS' work and fee proposal is included as Attachment A.

Alternatives

1. Refer back to staff for more information
2. Take no action causing the grant-funded work to be delayed or suspended

Attachments

A. Bay Area Tree Specialists Proposal

Fiscal Impact

☐ No Fiscal Impact

☐ Funding Source Confirmed:

The full amount of the proposal is budgeted under Capital Improvement Program (CIP) CAL FIRE Grant Fuel Reduction Project #8113, fully funded by the CAL FIRE Grant, grant number 21-FP-CZU-0114.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

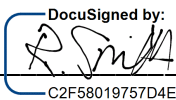
Posting of Agenda



CITY OF BELMONT

**HAZARDOUS FUEL REDUCTION SERVICES
ADDENDUM NUMBER 1 – DATED Wednesday, March 19, 2025**

Acknowledge receipt (below). This signed Addendum shall accompany the Bid.

Bay Area Tree Specialists	Richard Smith		3/22/2025
Company	Name	DocuSigned by: C2F58019757D4ED...	Date

Notice is hereby given to prospective bidders that the RFP for the subject project is modified as set forth below. This addendum shall be attached to, and form a part of, the proposal.

Clarifications to the RFP are as follows.

Q: Specifically which eucalyptus trees are slated for removal on Lake Road (nearest to the Lyall Way trailhead)? Will the trees to be removed be measured out or marked with shiners? Will treatment include herbicide?

A: The 5 eucalyptus trees slated for removal are detailed in figure 3-2 and 3-4 of the Treatment Plan attached to the RFP. These trees will be tagged with shiners by City staff. Treatment will include herbicide as detailed in page 14 of the Treatment Plan.

Q: Are the eucalyptus trees near the fence (between the trail and apartment buildings/condos) included?

A: Yes. There are four of them.

Q: Is the large multi-trunk eucalyptus tree at the bend on Lake Road included in the project?

A: Yes. It is shown as three dots on the Treatment Plan maps but is only counted as one tree in the tree count above.

Q: How high do you want the tree stumps?

A: Please cut as close to grade as practical, depending on the tree location (i.e., slope, etc.). Treat stump as outlined in the Treatment Plan or by best management practice.

Q: What outreach will the City conduct on the anticipated trail closures?

Bay Area Tree Specialists

Cover Letter

Richard Smith
Owner and Senior Arborist
Bay Area Tree Specialists
541 W Capitol Expwy. PMB #287
San Jose CA 95136
Cell Phone: (408) 466-3469
Office: (408) 836-9147
Fax: (408) 784-7285
bids@bayareatreespecialists.com
www.bayareatreespecialists.com
March 23, 2025

City of Belmont
Parks and Recreation Department
Brigitte Shearer
Parks and Recreation Director
30 Twin Pines Lane
Belmont, CA 94002
650.595.7441
bshearer@belmont.gov

Dear Brigitte,

Greetings from Bay Area Tree Specialists!

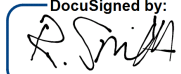
It is our privilege to submit our proposal for the City of Belmont Request for Proposal for Hazardous Fuel Reduction Services.

We are interested and qualified to be the prime contractor for this contract. We have over 7 years of successful extensive hazard fuel reduction, wildfire mitigation and vegetation management experience. We have the personnel, equipment and management team in place to successfully perform this contract safely, efficiently and cost-effectively for the City of Belmont.

- Company name and address:
 - Bay Area Tree Specialists
 - 541 W Capitol Expwy. PMB #287 San Jose CA, 95136
- Contact name, phone number, and email
 - Richard Smith
 - Cell Phone: (408) 466-3469, Office: (408) 836-9147
 - bids@bayareatreespecialists.com
- Acknowledgement Addendum Number 1 – Dated Wednesday, March 19, 2025
- We are willing to enter into the City's standard Services Agreement (sample attached) with no changes and including the insurance requirements; our engagement in this project will not result in a conflict of interest.

We look forward to meeting the city of Hazardous Fuel Reduction Services requirements and needs.

Sincerely,

DocuSigned by:
 3/23/2025
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Richard Smith, Owner Bay Area Tree Specialists

Qualifications and Experience

We have successfully performed many projects of similar scope and size. The majority of our contract work has been for public agencies. In the case of the collaborative projects, we typically work for the property managing agency, which has acquired funding from another agency that provides the conditions, under which the project is to be performed and the work is to be funded.

Most of our vegetation management and fuel reduction contracts required the use of heavy equipment to treat vegetative fuels in forested and/or roadside settings. We treat vegetative fuels by using skid steers and excavators with masticator head attachments. The excavator with masticator head allows us to perform vegetation management on steeper slopes and roadsides. We use hand crews, our track chipper, bucket and grapple attachments, as needed.

We have performed a number of projects, that reinforced our knowledge of and experience with central and/or north coastal California environmental constraints (soils, topography, hydrology etc.) Many of these projects have included ecologically sensitive habitats with proximity of sensitive species and the potential for archeological artifact discovery.

Below is a matrix of our experience by project. The detail of each project follows this table. Our references that relate to these projects follow the project experience section.

Feature Project	Similar Project	Collaborative Project	Public Agency	Ecologically Sensitive Habitats with Proximity of Sensitive Species	Central and/or North Coastal California Environment	Use of Heavy Equipment to Treat Vegetative Fuels in Roadside and Forested Settings
<i>Los Gatos Creek Collaborative Forest Health Grant administered by the Santa Clara County FireSafe Council Vegetation Management Contract</i>	X	X	X	X	X	X
<i>San Mateo Resource Conservation District Quarry Park Shaded Fuel Break</i>	X	X		X	X	X
<i>East Bay Regional Parks Anthony Chabot Hazardous Wildland Fuels Reduction Contract</i>	X	X	X	X	X	X
<i>Big Sur Land Trust Mitteldorf Preserve Hazardous Fuel Reduction and Forest Stand Improvement</i>	X	X		X	X	X
<i>UC Berkeley Centennial and Claremont Drive Evacuation Support UCB Hill Campus Contract</i>	X		X	X	X	X
<i>UCSF Mount Sutro Forest Tree Fail and Fire Mitigation Project No.: C1191661</i>	X		X		X	X

Experience Continued

Project Name:	Los Gatos Creek Watershed Collaborative Forest Health Grant administered by the Santa Clara County Fire Safe, Cal Fire, Open Space, Santa Clara County Parks and San Jose Water Company Project	
Project Owner:	Santa Clara County FireSafe Council (SCCFSC), San Jose Water Company (SJW), Midpeninsula Regional Open Space District (MROSD) and Santa Clara County Parks (SCCP)	
Collaborative Funding:	California Department of Forestry and Fire Protection's (CAL FIRE) California Climate Investments (CCI)	
Location:	Los Gatos Creek Watershed in the Santa Cruz Mountains	
Years	2022-2024	
Contract Value	\$2,800,000	
Team Members:	Richard Smith:	Project Manager, Arborist
	Roy:	Arborist, On-Site Field Supervisor
	Michelle:	Scheduling and Invoicing
Personnel:	Climbers, Groundsmen, Skid Steer Operators, Excavator Operator, Track Chipper Operator.	
Description:	Extensive fuel reduction, vegetation management and tree removal using mechanical mastication and handwork under biological and cultural monitoring. Our hand crews performed brush cutting. we performed mechanical brush masticating with skid steers and excavators with masticating attachments. We reduced fuel by removing vegetation, dead annual grasses and weeds, brush and thinning of forest stands and removing dead trees in storm damaged wildland areas, as well as roadside fuel reduction, while implementing fire prevention protocols including deploying a mobile Tri-Max foam fire suppression system. We mitigated combustive material and hazardous vegetation that form a fire hazard. We performed chipping of brush and trees of varying size. We used a Bandit 1890HD track chipper to chip brush in the field. Work was performed under biological and cultural monitoring. We followed fire prevention protocol, which required us to pair our masticating equipment and operator with a fire watch person with appropriate fire mitigation tools. We logged wind speed, humidity and temperature 3 times per day ensure against working under fire watch conditions.	
Outcome of Project:	Successfully meeting contract requirements and adhering to the schedule. We have completed 938 acres for vegetation management. We were given additional work including roadside fuel reduction.	

Experience Continued

Project Name: Quarry Park Shaded Fuel Break

Project Owner: San Mateo Resource Conservation District

Collaborative Funding: State Coastal Conservancy

Project Location: San Mateo County's Quarry Park in the Midcoast region of the San Francisco Peninsula Eucalyptus forest in El Granada, CA.

Environment: Northern Coastal California Environment

Dates: June 2022 – July 2024

Contract Value: \$848,185.50

Team Member: Richard Smith: Project Manager, Arborist
Roy: Crew Foreman and On-Site Supervisor
Michelle: Scheduling and Invoicing

Personnel: Bay Tree Specialists Employees: Climbers, Groundmen, Skid Steer Operators.

Description: We created shaded fuel breaks to support fire mitigation in Quarry Park, a San Mateo County Park as the first half of the project. The park is located in a CAL FIRE- identified Very High Fire Severity Zone and includes a dense growth of non-native eucalyptus over 314-acres located on steep slopes adjacent to the El Granada Community. This project is part of the Governor's 35- High Priority Project list to protect vulnerable populations through fire fuel reduction.

We cleared understory vegetation through mechanical mastication via our skid steers and masticating heads. We used an excavator with masticating head for mastication of vegetation on the steep terrain. Hand crews were also used to perform the vegetation management work. We removed approximately 150 larger diameter hazard trees that were threatening the fire road. Removing the trees on this steep terrain required rigging, yarding, winching and chipping with our track chipper as well as retained log placement.

There was monitoring by a biologist to identified endangered species as well as protected costal plants so that they could be protected. We also monitored the trails for pedestrian to keep them out of the work zone using caution tape, signage and barricades. We place water bars and rolling dips to prevent erosion.

Outcome of Project: We successfully meet contract requirements and adhered to the contract schedule. We coordinated with the Project Manager to successfully performed tree removal and mastication as fuel reduction as well as tree removal, while adhering to environmental, cultural and archaeological artifact preservation protocol.

Experience Continued

Project Name:	Anthony Chabot Hazardous Wildland Fuels Reduction Contract	
Project Owner:	East Bay Regional Parks	
Collaborative Funding:	California Department of Forestry and Fire Protection (Cal Fire), FEMA fund were used.	
Project Location:	Anthony Chabot Regional Park, Castro Valley, CA 94552	
Environment:	Northern California Environment	
Dates:	August 2018 - October 2018	
Contract Value:	\$512,000	
Team Member:	Richard Smith:	Project Manager, Arborist
	Santos:	Crew Foreman and On-Site Supervisor
	Michelle:	Scheduling and Invoicing
Personnel:	Bay Tree Specialists Employees: Climbers, Groundmen, Skid Steer Operator.	
Description:	Fuel reduction and removal from approximately 121 acres of primarily oak bay woodland with coyote brush, shrub and grassland with a smaller Eucalyptus forest plantation on two treatment sites (AC012 and AC014) in Anthony Chabot Regional Park. We used our skid steer with masticator attachment and 360-degree grapple and heavy-duty winch to move logs. We posted signs to notify the public who used trails in the park, and we engaged with the public to make sure they did not enter into the work area. Hand crews performed brush removal. We coordinated with District Biologist, who was onsite for the duration of the project to ensure that we were able to identify and mitigate potential regarding environmental impacts and cultural and archaeological artifacts encountered in the work area. We successfully coordinated with and followed the directives given by the District Biologist, which included preserving the habitat of the Alameda Striped Racer (Whipsnake), Wood Rat nests and other endangered species. We followed a directional mastication work plan to create mosaic patterns to protect the wildlife in the area and preserve any endanger nests that were identified and flagged by the District Biologist. We followed fire prevention protocol, which required us to pair our masticating equipment and operator with a fire watch person with appropriate fire mitigation tools, in a service truck with a 300-gallon water tank trailer ready to mitigate any potential fires.	
Outcome of Project:	We successfully meet contract requirements and adhered to the contract schedule. We coordinated with the District Biologist and Project Manager to successfully performed tree removal and mastication as fuel reduction while adhering to environmental, cultural and archaeological artifact preservation protocol.	

Experience Continued

Project Name: Mitteldorf Preserve Hazardous Fuel Reduction and Forest Stand Improvement

Project Specification: 666A - Forest Stand Improvement Costal Douglas-Fir / Redwood Scenario #10, - Wildlife, Fire, and Forest Health, Large Stem.

Project Owner: The Big Sur Land Trust

Collaborative Funding: U.S. Department of Agriculture Natural Resources Conservation Service California, Contract Number 749104182TW

Project Location: Mitteldorf Preserve, Williams Canyon, Carmel, CA 93923

Environment: Central Coastal California Environment

Dates: November 2020 – November 2020

Contract Value: \$71,000

Team Member: Richard Smith: Project Manager, Arborist
Santos: Crew Foreman, On-Site Field Supervisor
Michelle: Scheduling and Invoicing

Personnel: Bay Tree Specialist Employees: Climbers, Groundmen, Skid Steer Operator.

Description: We performed vegetation mastication and removal of standing dead and dying trees within a tree and a half height's length of the roadway in the first treatment unit ("Upper Headwaters Road Treatment Unit") and performed mastication and chipping of cut material (felled, limbed, and bucked in Winter 2019-20) in the second treatment unit ("Patriarch Ridge Road Treatment Unit"). Both sites are in the fire footprint of the 2016 Soberanes wildfire. We performed fuel reduction and hazardous tree removal to ensure the Headwaters Road would remain open as it provides strategic access for Cal Fire's fire mitigation efforts.

We used our skid steer with masticator attachment for mechanical mastication. We used our skid steer with 360-degree grapple and heavy-duty winch to move logs. We used our high-capacity chipper to chip and broadcast tree debris.

We coordinated with the Forester, who was onsite for the duration of the project to ensure that we were able to identify and mitigate potential environmental impacts to Woodrat nests that may be encountered in the work area. Watercourses were excluded from the work area per the project specifications.

Outcome of Project: Successfully meet contract requirements and adhered to schedule. We coordinated with the Forester to successfully performed tree removal and mastication as fuel reduction while adhering to environmental preservation protocol.

Our Experience Continued

Project Name:	Centennial and Claremont Drive Evacuation Support UCB HILL CAMPUS contract		
Project Location:	UC Berkeley, Centennial and Claremont Drive, Berkeley, Ca 94705		
Environment:	Northern California Environment		
Dates:	Contract #1 December 2019 – March 2020 Contract #2 November 2020 – January 2021		
Contract Values:	Contract # 1 \$884,331 Contract # 2 \$390,000		
Team Member:	Richard Smith:	Project Manager, Arborist	
	Santos:	Crew Foreman, On-Site Field Supervisor	
	Larry:	Arborist, On-Site Field Supervisor	
	Michelle:	Scheduling and Invoicing	
Personnel:	Climbers, Groundsmen, Skid Steer Operator, Crane Operator, Gradall Operator, Knuckle Boom Grapple Dump Truck Operator.		
Description:	Hazardous tree removal, and fuel reduction and vegetation management for fire mitigation. These contracts utilized their SWPPP's to control erosion sediment during the rains. Road closure traffic control was performed to support the removal of large Eucalyptus trees with a crane from the steep hillsides of the UC Berkeley Campus. We used a Gradall, skid steers with grapples and winches, crane, knuckle boom grapple dump truck, large chippers and chip trucks to completely this contract safely, efficiently and cost-effectively. Fuel reduction and vegetation management for fire mitigation included hand crews to removed brush from up to 100ft from the roadsides into the Berkeley hillside. We used skid steers with masticating heads to masticate brush and tree parts. This work included extensive traffic control, lane closure and road closure.		
Outcome of Project:	We successfully meet contract requirements and adhered to schedule. We coordinated with the Project Manager to successfully performed tree hazardous removal and hand brush removal.		

Our Experience Continued

Project Name:	Mount Sutro Forest Tree Fail and Fire Mitigation Project No.: C1191661	
Project Location:	UCSF Mount Sutro Open Space Reserve, San Francisco, CA 94131	
Environment:	Northern Coastal California Environment	
Dates:	January 2021 – February 2021	
Contract Values:	Contract value \$613,875	
Team Member:	Richard Smith:	Project Manager, Arborist
	Santos:	Crew Foreman, On-Site Field Supervisor
	Larry:	Arborist, On-Site Field Supervisor
	Michelle:	Scheduling, Invoicing, Contract Contact
Personnel:	Climbers, Groundsmen, Skid Steer Operator, Excavator Operator, Track Chipper Operator, Semi-Truck Operator, and Knuckle Boom Grapple Dump Truck Operator.	
Description:	Hazardous tree removal, mastication, log chipping and stump tarping and grinding. We removed 1060 dead and dying trees. We cut stumps of dead tree to grade level and ground the dying tree stumps below grade. We tarped stumps in very steep terrain location to prevent sprouting. We processed stems and crown to wood chips. We removed and ground snag trees. We processed 550 older fallen logs to wood chips. We used a skid steer and grapple with winch, excavator and grapple to process logs with a track chipper. We used an excavator with Brown Brontosaurus Raptor Masticator head to masticate stumps and brush. We used expert rigging to zip line tree parts over very steep terrain. We used our semi-truck and high-sided end-dump and our knuckle boom grapple dump truck to load and haul large logs.	
Outcome of Project:	We successfully meet contract requirements and adhered to schedule. We coordinated with the Project Manager to successfully performed tree hazardous removal and fuel reduction.	

Our Experience Continued

Project Name: Tilden South Ecological Restoration Area

Brief Description of Project: We removed hazard trees, performed vegetation management and fuel reduction via mechanical mastication for East Bay Regional Parks District.

Dates of Operation: Aug 2024 to Nov 2024

Contract Value: \$908,146

Project Name: Wildland Fire Fuel Treatment and Tree Maintenance Contract

Brief Description of Project: We performed vegetation management and fuel reduction, ArcGIS tree inventorying and tree pruning and removal for Midpeninsula Regional Open Space District at Multiple Preserves in the Santa Cruz Mountains. Contract Value \$251,400.

Dates of Operation: Sept 2023 to Present

Contract Value \$251,400

Project Name: Palos Verdes Estates Citywide Fire Safety Weed Abatement

Brief Description of Project: We performed vegetation management and fuel reduction via hand crews and tree removal via tree removal crew. We used LandGlide maps to locate property lines to determine our work areas and stay out zone. We worked with the Urban Forester to manage the work and also interface with the public.

Dates of Operation: July 2023 to Present

Contract Value ~\$1,000,000 first and ~\$750,000 annually

Project Name: CalTrans RoadSide Vegetation Management 07A5512

Brief Description of Project: We performed vegetation management and fuel reduction via hand crews on Los Angeles area highways roadsides. We worked under lane closure traffic control conditions. For each section of the highway that we removed vegetation from, our Registered Professional Forester created a Fuel Reduction Action Plan. All work was performed under the supervision of our DVBE Biologist and Archeologist. Our crews went through lead awareness training due to the lead content in the soil on the side of the highway.

Dates of Operation: Spring 2023 to Fall 2023

Contract Value ~\$590,000

- o **Personnel.** Provide the qualifications and experience of the project manager and key personnel to oversee the work. Describe the number of crew members and their expertise, listing any applicable certifications and training.

Project Manager

Richard Smith ISA Certified Arborist and TRAQ. Please see Richard's resume for experience.

Foreman

Launched Crews with the appropriate personnel and equipment. Please see Santos resume for experience.

Supervisor

Supervising Arborist who helps supervise in-field work and hazardous tree assessment. Ensures ANSI, ISA and OSHA Standards are followed. Please see Ken's resume for experience.

Office Manager

Schedules work, creates invoice, input certified parole, send Completion Report. Please see Michelle's resume for experience.

Tree Removal Crew

Crane Operator NCCCO Certified, ISA Certified Arborist and ISA Certified Tree Worker 15-years' experience. CPR Certified. Please Roy's Resume for additional experience.

Climber HAA Certified Tree Work 20-years' experience. HAA Certified Tree Worker, Aerial Lift Certified, Electrical Hazard Awareness Certified, CPR Certified.

2 x Groundsmen 7-years' experience. HAA Certified Tree Worker.

Vegetation Crew

Chipper with Winch Operator 7-years' experience HAA Certified Tree Worker.

Cutter Chainsaw Specialists 7-years' experience. HAA Certified Tree Worker. CPR Certified.

2 x Groundmen 7-years' experience. HAA Certified Tree Worker.

Herbicide Crew

QAL Supervisor 12-years' experience. CPR Certified.

2 x Herbicide Applicators 4-years' experience each, applying herbicide.

Resumes

Name: Richard Smith

Title: Owner / Senior Arborist / Project Manager

Certifications: ISA Certified Arborist No. WE-8745A, Tree Risk Assessment Qualified, and Certified Tree Care Safety Provider.

Periods of Service: April 2004 – Present

Work Experience:

Richard started his career in 1988 as a sub-contractor in the Oregon Forestry Department. His duties included forestry related work for the Oregon's Forest.

In 2004 Richard started Bay Area Tree Specialists. For the past 20-years, he has worked in the urban tree service setting for residential, commercial, municipal and government clients. Since starting his own business, Richard became a Certified Arborist, Certified Tree Risk Assessor and Certified Safety Professional. He has built a strong growing tree service and vegetation management company in the Bay Area and continues to manage the day-to-day operations.

He primarily focuses on our tree service, vegetation management and hazard tree removal contracts. He manages the tree service crews and operators assigned to those contracts. He has and his staff have successfully completed approximately 45 plus large-scale contracts over the past 20-years.

Richard project management and Arborist and Tree Risk Assessor Qualified skills are demonstrated in the successful execution of the contracts listed below. He allocates resources and personnel and manages the progress of the contract in person and through this management team meet all contract requirements in a safe, timely, cost-effective manner.

- San Mateo County Parks El Granada Eucalyptus Tree Removal and Pruning
- UC Berkeley People's Park & Hill Campus Fire Mitigation Facilities Services Centennial Drive and Claremont Canyon Evacuation Support UCB HILL CAMPUS contracts
- Mount Sutro Forest Tree Fall and Fire Mitigation for UCSF
- Anthony Chabot Hazardous Wildland Fuels Reduction Contract for East Bay Regional\ Parks District
- County of Sonoma Transportation and Public Works
- City of Burlingame
- Santa Clara County Water District
- County of Amador
- Caltrans North Bay Department of Transportation
- Quarry Park Shaded Fuel Break for San Mateo Resource Conservation District
- Santa Cruz Resource Conservation District
- Los Gatos Creek Watershed Collaborative - Forest Health Grant for Santa Clara County Fire Safe, Cal Fire, Open Space, Santa Clara County Parks and San Jose Water Company.
- Town of Truckee Tahoe Donner Roadway Vegetation Maintenance
- Town of Woodside
- FireSafe San Mateo County

Our Resumes Continued

Name: Santos Villalobos

Title: Company Foreman / Onsite Supervisor

Education: Hispanic Arborist Association Ariel Rescue Certification and CPR Certification

Periods of Service: November 2016 – Present

Work Experience:

Santos has worked in the tree care industry since 1996. He has worked as crew foreman for Skyline Tree Surgeons for 5 years. He has worked as group leader/climber for 7-years for Arbor Tech. He has worked for Evergreen Tree Care as a climber for 8-years.

He manages Bay Area Tree Specialists' 10 crews daily, by dispatching the crew schedules, supervising in-field and managing relationships with account stake holders. He evaluates each crew leader and his crew's performance on a weekly basis. He assesses the tree care requirements and makes tree care recommendations for municipal, commercial and residential accounts.

Santos has managed of the City of Burlingame, County of Amador and the most recent County of Sonoma contracts. He helped manage the Centennial Drive Evacuation Support UCB Hill Campus for UC Berkeley Contract, and Mitteldorf Preserve Hazardous Fuel Reduction & Forest Stand Improvement Project. He dispatches the crews and was onsite to interface with the contract manager, the public and to manage our personnel in the field.

Santos has helped managed and supervise the following contracts:

- UC Berkeley People's Park & Hill Campus Fire Mitigation Facilities Services Centennial Drive and Claremont Canyon Evacuation Support UCB HILL CAMPUS contracts
- Santa Clara County Water District
- Mitteldorf Preserve Hazardous Fuel Reduction & Forest Stand Improvement Project for Big Sur Land Trust
- City of Burlingame
- Anthony Chabot Hazardous Wildland Fuels Reduction Contract for East Bay Regional Parks District County of Amador
- San Mateo County Parks El Granada Eucalyptus Tree Removal and Pruning
- San Mateo RDC
- Town of Truckee Tahoe Donner Roadway Vegetation Maintenance

Our Resumes Continued

Name: Roy Rojas

Title: Arborist, Field Supervisor, Crane and Senior Heavy Equipment Operator.

Education: ISA Certified Arborist # WE-12050AT
 ISA Certified Tree Work Climber Specialist # WE-12050AT
 NCCCO Certified Crane Operator for Fixed Cab and Rotating Cab # 1705141001R
 CPR First Aid, Trained in Emergency response for Lowering injured climber. Quick Attack Fire Response Trained.

Period of Service: 2021 – Present

Skills: Experienced in various climbing techniques such as Double Rope Technique and Single Rope Technique, Tree Removals, Pruning, Crane Removals, Tree Cabling, and Inspections.

Experienced with Heavy Equipment Operations:

- Fixed Cab and Rotation Cab Stick Cranes (30-Ton and 100-Ton),
- Knuckleboom Grapple Cranes, Knuckleboom Log loaders, and Roll Off Dump Trucks
- Sennabogen (Tracks and on rubber tires),
- Log Skidders, Excavators and Skid Steers,
- Industrial Woodchippers, and Stump Grinders

Experienced in Trail Work, Erosion Control, Handicap Park Trails(CCC), Fire Trained, Mature Tree Planting, Fuel Reduction for Cal Fire, State Parks, BLM, US Forrester Service,

Work Experience:

Roy started off his tree care career in 2006 with Conservation Corps as a Crew Leader and Tree Feller Sawyer for 3-years. He worked for West Coast Arborist for 5-years as an ISA Certified Tree Climber Specialist/Foreman/NCCCO Certified Crane Operator and Heavy Equipment Operator. He worked as an ISA Certified Arborist for Commercial Tree Care 3-years as Arborist, Safety Supervisor, Crane Operator and Climber Specialist. He worked for Community Tree Care for 1-year as an Arborist and Crane and Heavy Equipment Operator. Roy currently manages our Vegetation Management and Fuel Reduction operations where he oversees up to 15 crew members including operators, sawyers and groundsmen.

Roy has helped manage and supervise the following contracts:

- San Mateo County Parks El Granada Eucalyptus Tree Removal and Pruning
- UC Berkeley Fire Mitigation Facilities Services Evacuation Support
- Caltrans
- County of Sonoma Transportation and Public Works
- Santa Clara County Water District Los Gatos Creek Watershed Collaborative Forest Health Grant, FireSafe Council
- Quarry Park Shaded Fuel Break for San Mateo Resource Conservation District
- Valley Water District
- Municipal Park Contracts

Our Resumes Continued

Name: Michelle Reulman

Title: Office Manager

Education: Quickbooks and Administrative Certifications, Our City Forest tree pruning for young trees, planting and tree nursery Certification.

Period of Service: February 2013 – Present

Work Experience:

Michelle started her tree care career in 2003 with a Tree Care & Landscape company as an office assistant. Her tasks included customer service for residential customers, scheduling, client relationship development and crew management. Over a 10-year period while she was with Bill's Tree Care & Landscape, Inc. she further developed a greater knowledge of the tree industry by working with two certified arborists and processing the back end administrative tasks required to successfully operate a tree care company. This included permits, arborist reports, invoicing, bid and insurance documents. She worked with multiple school districts and city maintenance managers for their tree care needs and built a strong client relationship with those agencies.

Michelle oversees day to day operations, scheduling, customer service and administrative tasks. Michelle works directly with our project managers in processing bid contract documents, scheduling large projects, and coordinating outside sub-contractors. She also works with our commercial/municipal clients in developing schedules, processing prevailing wage documents, insurance documents, invoicing and permit processing.

Michelle was the primary contract administrative contact person for all contracts listed in our demonstrated experience (with examples) of similar projects with the same scope and size: contract initiation, scheduling of personnel and subcontractor, submitting required documentation include invoice, insurance, certified payroll.

Michelle has worked on all of our contracts.

- **References**

Project Name: Los Gatos Creek Watershed Collaborative Forest Health Grant
Brief Description of Project: Fuel Reduction, Vegetation Management and Tree Removal.
Please see detail description in experience section above.
Dates of Operation: November 2022 to 2025
Name: Seth Schalet
Phone: (650) 678-2022
Email: sschalet@sccfiresafe.org

Project Name: Quarry Park Shaded Fuel Break
Brief Description of Project: Fuel Reduction, Vegetation Management and Tree Removal.
Please see detail description in experience section above.
Dates of Operation: June 2022 - October 2023
Name: Erica Harris, used to be the Conservation Project Manager for San Mateo Resource Conservation District and has taken a position as the Stewardship Director for the Siskiyou Land Trust. She is available to discuss our work performance for Quarry Park.
Phone: (323) 854-9723 or (530)926-2259 x 110
Email: ericaharris@siskiyoulandtrust.org

Project Name: Tilden South Ecological Restoration Area
Brief Description of Project: We removed hazard trees, performed vegetation management and fuel reduction via mechanical mastication for East Bay Regional Parks District. Contract Value: \$908,146.
Dates of Operation: Aug 2024 to Nov 2024
Name: Colin Gallagher
Phone: (510) 207-3644
Email: CGallagher@ebparks.org

Project Name: Wildland Fire Fuel Treatment and Tree Maintenance Contract
Brief Description of Project: We performed vegetation management and fuel reduction, ArcGIS tree inventorying and tree pruning and removal for Midpeninsula Regional Open Space District at Multiple Preserves in the Santa Cruz Mountains. Contract Value \$251,400.
Dates of Operation: Sept 2023 to Present
Name: Michael Gorman
Phone: (650) 772-3734
Email: mgorman@openspace.org

Project Name: Centennial and Claremont Drive Evacuation Support UCB HILL CAMPUS contract
Brief Description of Project: Fuel Reduction, Vegetation Management, Hazard Tree Removal.
Please see detail description in experience section above.
Dates of Operation: Contract #1 December 2019 – March 2020
Contract #2 November 2020 – January 2021
Name: Devin Woolridge Facilities Manager UC Berkeley
Phone: 510-812-0540
Email: woolridg@berkeley.edu

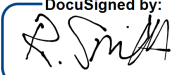
Proposals must include the following elements. Please name and organize sections as follows to expedite their review.

- **Cover Letter**—Briefly summarize the contractor’s project interest and qualifications. Provide the company name and address and a contact person’s email and phone number.
- **Qualifications and Experience**
 - *Experience.* Describe the company’s experience in hazardous fuel reduction, wildfire mitigation, and vegetation management, including at least three examples of recent projects similar in scope and size. Experience with public agency fuel reduction projects is preferred.
 - *Personnel.* Provide the qualifications and experience of the project manager and key personnel to oversee the work. Describe the number of crew members and their expertise, listing any applicable certifications and training.
 - *References.* Provide at least three references from past projects, including a contact name, phone number, and email (if available).
- **Cost Proposal**—Provide the total cost per Treatment Area in the following format. More detail on the Treatment Areas and Tasks/Methods is provided in *Exhibit B*.

Treatment Area	Tasks/Methods	Map in Treatment Plan	# of Days Expected to Complete	Total Cost
San Juan Canyon Treatment Area	1. Hand work 2. Mechanical work 3. Disposal	Figure 3-1	5	\$ 24,995
Waterdog Lake Treatment Area (excluding removal of Blue Gum Eucalyptus)	4. Hand work 5. Mechanical work 6. Other (describe)	Figures 3-2, 3-3, and 3-4	25	\$ 131,995
Blue Gum Eucalyptus Removal	7. Tree removal and disposal	Figures 3-2 and 3-4	8	\$ 49,995

- **Work Proposal**

- *Treatment Areas.* Specify the specific geographical areas covered by the proposal and highlight any concerns with work proposed in those areas.
- *Methods and Equipment*
 - Confirm the company’s ability to execute the work for each Treatment Area as detailed in *Exhibit B*.
 - Describe how the resulting waste (e.g., branches, brushes, etc.) will be handled, disposed of, or repurposed.
- *Risk Management and Safety Protocols*
 - Outline any risks associated with the project, including environmental,

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 3/24/2025
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- **Work Proposal**

- o *Treatment Areas.* Specify the specific geographical areas covered by the proposal and highlight any concerns with work proposed in those areas.

- San Juan Canyon Treatment Area including Salson Trail and Steep and Saddle Trails:
 - We have no concerns with the proposed work in those areas. We will follow the Treatment Prescription without exception. Our experienced hand crews are able to successfully remove vegetations on steep slopes.
 - Waterdog Lake Open Space Area including John Brooks, Lake Road Trail and Carlmont Drive:
 - We have no concerns with the proposed work in those areas. We will follow the Treatment Prescription without exception. Our Qualified Licensed Applicator will ensure that we spray herbicide on large areas of broom and other invasive species two week before we process this vegetation. All mechanical operations will be scheduled for dry weather to minimize erosion, and signage will be posted for public safety along the trails.
 - Regarding the Eucalyptus Tree Removal: we have no concerns with the proposed work, and we will follow the Treatment Prescription without exception. We experienced hazard tree removal crew will perform tree removal.

- o *Methods and Equipment*

- Confirm the company's ability to execute the work for each Treatment Area as detailed in *Exhibit B*.
 - We confirm that we are able to successful execute all of the work for each Treatment Area as detailed in Exhibit B. We have the personnel, equipment and management team in place to successful preform this contract safely, efficiently and cost-effectively for the City of Belmont.
 - Describe how the resulting waste (e.g., branches, brushes, etc.) will be handled, disposed of, or repurposed.
 - We will follow the Treatment Prescription for cutting branches and brushes, shrubs and grassed, which will be cut to 4 inches above the ground or less. We will chip all debris up to 18" dbh and broadcast the chipped or shredded material not to be deposed in a

layer no more than 4 inches thick. No chips or debris will be deposited within 25 feet of riparian areas, waterways or drainages.

- All logs greater than 18" dbh will be off hauled (disposed of, or repurposed) to a biomass plant / permitted green-waste facility to be recycled into energy. We will load and haul logs with our log loader dump truck.
- We will keep a log of the volume of debris, both chipped on site and when off hauled (disposed of) at the biomass plant / permitted green-waste facility, which we will include in our Completion Report.

- *Risk Management and Safety Protocols*

- Outline any risks associated with the project, including environmental, public safety, and equipment-related risks, and how they will be mitigated.
 - Environmental Risks
 - Fire Safety
 - Water Buffalo: Our 500-gallon water buffalo will be on-site to address any potential fire outbreaks.
 - Spark Prevention: All chainsaws and motorized equipment are equipped with spark arrestors.
 - Firefighting Equipment: We have fire extinguishers and fire mitigation hand tools in our trucks and they will be brought into proximity of the crew when we are working.
 - Emergency Response: In the event of a fire, we will stop work immediately, and emergency protocols will be followed in accordance with local fire agency requirements.
 - Erosion
 - Work Scheduling: We will not conduct work during wet conditions to avoid unnecessary soil disturbance.
 - Minimal Ground Disturbance: The scope of work we will perform, does not involve digging, stump removal, or root ball removal, which reduces erosion risk.

- Soil Stabilization: If we inadvertently exposed any bare soil it will be covered or stabilized (e.g., by spreading chipped mulch) to prevent erosion.
- Nesting Bird Disturbance
 - Biologist Clearance: When working within potential nesting habitat, we will wait to proceed until after a biologist provides clearance that no active nests are present.
 - Active Nest Buffers: If an active nest is found, we will halt work and a protective buffer will be established until fledglings have left the nest, as advised by a biologist.
- Cultural Artifacts
 - Stop-Work Procedure: If any cultural artifacts are discovered, work will cease immediately in that area.
 - Notification: We will notify the City Project and the appropriate agencies or cultural resource specialists will be consulted before work resumes.
- Protected Animals and Plant Species
 - Monitoring and Identification: We will train crew members to recognize protected wildlife or rare plant species.
 - Stop-Work Procedure: We will pause work, if protected species are encountered and the Project Manager will be notified. Activities will resume only after receiving clearance.
- Public Safety
 - Site Access Control: We will use signs, barricades, and trail rerouting to keep the public informed of work areas and ensure they do not enter active work zones.
 - Communication: Our crew will clearly communicate with any passersby regarding safe detours or temporary closures.
 - Monitoring: We will have a designated safety lead monitor the perimeter of the work area to ensure that no unauthorized individuals enter.

- Equipment-Related Risks
 - Fluid Leaks
 - Industrial Spill Kit: A large industrial spill kit (including PPE) will be present on-site at all times to handle any chemical or fluid leaks quickly and effectively.
 - Equipment Inspections: We will conduct regular inspections of equipment to catch leaks or malfunctions early.
 - Potential Sparks from Motorized Equipment.
 - Spark Arrestors: Chainsaws and other motorized equipment will have functioning spark arrestors to minimize the risk of accidental ignition.
 - Fire Suppression Readiness: We will have a 500-gallon water buffalo, fire extinguishers, and firefighting hand tools readily accessible to address any ignition source.
 - General Maintenance
 - Preventive Maintenance: We will perform routine maintenance and safety checks for our equipment to ensure it is in proper working order.
 - Operator Training: We will only allow trained and qualified personnel to operate equipment, following OSHA safety guidelines.
 - Oversight and Compliance
 - Training: All personnel will receive training on environmental sensitivities, fire safety, spill response, and general worksite safety.
 - Regulatory Adherence: We will ensure that the project will comply with relevant federal, state, and local regulations (e.g., OSHA standards, local ordinances, and CEQA requirements where applicable).
 - Documentation: Any incident (e.g., spill, fire, cultural find, protected species encounter) will be reported to the Project Manager, documented thoroughly, and handled according to the protocols above.

- Define the safety procedures and guidelines for workers and the public, including adherence to OSHA standards and local regulations.
 - Worker Safety
 - Training and Certification
 - All personnel will receive job-specific training on chainsaw operation, brush-clearing tools, herbicide application, general equipment use and communication protocol.
 - Our crew leads and supervisors are certified in first aid/CPR, and a Job Hazard Assessment (JHA) safety briefing (tailgate meeting) will occur at the start of each workday.
 - Personal Protective Equipment (PPE)
 - Our workers will wear PPE consistent with OSHA 29 CFR 1910 and 1926 standards, including hard hats, eye and ear protection, cut-resistant gloves, high-visibility clothing, and appropriate footwear (e.g., steel-toe boots).
 - We will provide respiratory protection when using herbicides or working in dusty conditions, following the written Respiratory Protection Program as required by OSHA.
 - Equipment Operation and Maintenance
 - We will allow only trained and authorized personnel to operate chainsaws, masticators, chippers, and other mechanical equipment.
 - We will inspect all equipment on a daily for proper operation and safety features (e.g., guards, spark arrestors, fluid leaks).
 - We will perform fueling and maintenance activities away from riparian areas and with spill-containment measures in place.
 - Hazard Communication
 - We will implement a written Hazard Communication Program, including Safety Data Sheets (SDS) for all chemicals used.

- We will post hazard signage and ensure workers know the location of first aid kits, fire extinguishers, and emergency phone numbers (included on our work orders as well)
- Emergency Response and Fire Prevention
 - We will maintain fire suppression tools and water supply (e.g., water buffalo and extinguishers) on-site, especially during high-fire-risk periods.
 - We will follow local fire department guidelines for Red Flag Warning days; suspend or limit activities, if mandated.
- Public Safety
 - Site Access Control: We will clearly mark work zones and restrict public entry with caution tape or temporary fencing where feasible.
 - We will post multilingual signage at trailheads or access roads 3-days ahead of starting work in the area, notifying the public of active work, detours / trail rerouting.
 - Traffic and Pedestrian Management: If work is near public roads or parking areas, we will adhere to local traffic-control requirements.
 - We will station a flagger or use signage to manage vehicles and pedestrians when moving heavy equipment or removing debris.
 - Noise and Dust Minimization: We will schedule high-noise tasks (chipping, sawing) for off-peak hours.
 - We will use water or other dust-control measures in dry conditions to minimize airborne particles and can use our water buffalo to spray water to keep dust down.
- Compliance with OSHA & Local Regulations
 - OSHA Standards: We will comply with applicable OSHA regulations, including but not limited to:

- 29 CFR 1910 (General Industry) and 29 CFR 1926 (Construction) for PPE, equipment operation, and hazard communication.
 - 29 CFR 1910.266 (Logging Operations), if activities resemble logging tasks.
- Local Ordinances and Permits
 - We will secure any necessary City or County permits for temporary lane closures, tree removals, or herbicide use.
 - We will follow local fire department regulations for hot work or equipment operation on high fire-danger days. We will not work on Red Flag Warning Days.
- Recordkeeping and Inspections
 - We will keep daily logs of safety inspections, JHA tailgate meetings, and any incidents or near-misses.
 - We will make records available for inspection by City officials or other agencies upon request.
- Address how the project will minimize environmental impacts including soil erosion, waterway protection, and wildlife conservation as recommended in *Exhibit B*.
 - Soil Erosion Control
 - Avoid Work on Saturated Soils
We will schedule mechanical treatment and heavy equipment use during dry periods to prevent rutting, soil compaction, and sediment runoff.
 - Retain Stumps and Root Systems
We will not uproot or remove stumps; instead, cut vegetation at ground level. This practice keeps root structures intact to stabilize slopes and reduce erosion.
 - Use On-Site Mulch
We will chip or masticate cut material and spread it in a thin layer under 4 inches thick. This layer protects bare soil from direct rainfall impact, helping slow runoff and reduce erosion.

- No-Treatment Buffers near Drainages
We will maintain a 25-foot buffer around stream channels, wetlands, or riparian areas to avoid excessive ground disturbance and prevent sediment from entering waterways.
- Waterway Protection
 - Setback from Creeks and Riparian Zones
We will restrict vegetation removal and equipment operation within 25 feet of waterways to help preserve riparian vegetation that naturally filters sediment and protects banks from erosion.
 - Limit Herbicide Use
When applying herbicide for invasive species control, we will use targeted spot treatments and avoid application within or immediately adjacent to water bodies or during high winds. Follow all label requirements to prevent runoff or drift into waterways. We will use herbicide that is approved for use near aquatic areas, though we will not work within 25 feet of waterways.
 - No Equipment in Drainage Channels
We will not cross or stage in active or ephemeral waterways.
- Wildlife Conservation
 - Seasonal Timing to Protect Nesting Birds
We will schedule vegetation clearing outside the typical nesting bird season (February 1–August 31) where feasible. If work must occur in this window, we will wait for a biologist to conduct pre-activity nesting surveys.
 - Pre-Project Biological Surveys
We will differ to provided surveys of special-status species and sensitive habitats. We will adhere to any marked locations to avoid or apply protective measures (e.g., no-work buffers, adjusted treatment methods).
 - Retain Habitat Structures Where Feasible
We will preserve large, healthy native trees; only small or unhealthy trees posing a hazard will be removed. Standing dead trees with active bird or bat roosts are avoided unless deemed unsafe by a qualified biologist or arborist.

- Minimize Noise and Disturbance
We will limit work hours to daytime and employ quieter mechanical methods where practicable to reduce stress on wildlife. We will keep equipment in good working order to prevent leaks or spills.

o *Timeline.* Provide an estimated project timeline. Include the duration of key activities and any circumstances that may impact the timeline. Indicate a preferred start date and note tree removal work may have to occur outside of nesting season.

Preferred Stated Date is September 1st , 2025

- The Week of August 18th, 2025 Kick-off Meeting with City of Belmont. 1-hour.
- The Week of August 25th, 2025 Post signs regarding works.
- Sept 1st, 2025 Apply Herbicide to Large Areas of Invasive Plants. 2-days
- Sept 1st, 2025 Remove Trees and Apply Herbicide to Stumps. 8-days.
- Sept 3rd - Oct 7th Remove Vegetation and Apply Herbicide. (Start in areas no sprayed.)
 - Waterdog Lake Treatment Area. 25-day.
- Sept 8nd - Oct 14th Remove Vegetation and Apply Herbicide
 - San Juan Canyon Treatment Area. 5-days.
- Week of Oct 20th Complete Final Report. 1-day.

Potential circumstances that may impact the timeline are rain/weather and Red Flag Warning Days.

• **Services Agreement and Conflict of Interest Statements**—Provide statements that:

- o We are willing to enter into the City's standard Services Agreement (sample attached) with no changes and including the insurance requirements; and
- o Our engagement in this project will not result in a conflict of interest.

Thanks for considering our proposal!



▼ Contractor's License Detail for License # 836837

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed ([B&P 7071.17](#)).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/7/2025 10:26:35 AM

Business Information

BAY AREA TREE SPECIALISTS
541 W CAPITOL EXPWY 287
SAN JOSE, CA 95136
Business Phone Number:(408) 836-9147

Entity Sole Ownership
Issue Date 04/24/2004
Expire Date 04/30/2026

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-61 / D49 - TREE SERVICE

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: SC6059401

Bond Amount: \$25,000

Effective Date: 01/01/2023

[Contractor's Bond History](#)

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: CWC719491529

Effective Date: 01/01/2024

Expire Date: 01/01/2026

[Workers' Compensation History](#)

Contractor

Contractor business email

bayareatreespecialists@gmail.com

Contractor dba name

BAY AREA TREE SPECIALISTS

Contractor cation eff date

2024-07-01

Contractor entity number

Contractor first name

Michelle

Contractor ID

1000007036

Contractor mailing city

San Jose

Contractor last name

Reulman

Contractor mailing state

CA

Contractor mailing address2

Contractor mailing zip

95136

Contractor physical address1

135 Lewis Road287

Contractor physical city

SAN JOSE

Contractor physical address2

Contractor physical state

CA

Contractor source

SNOW

Contractor physical zip

95111

Contractor wc cert date

2018-12-31

Contractor certify date

2022-06-22

Contractor wc exp date

2022-12-31

Contractor company type

Sole Proprietorship

Contractor wc policy number

CST5014698

Contractor craft legacy

Laborer

Contractor wc selection

Insured by carrier

Contractor craft snow

Contractor legal entity name

RICHARD SMITH

Contractor cation exp date

2027-06-30

Contractor mailing address1

541 West Capitol Expwy PMB 287

Contractor date deactivated

Contractor wc carrier

BAY AREA TREE SPECIAISTS

☒ Checked



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Vivian Leung, Management Analyst II, vleung@belmont.gov
Agenda Title: Non-Essential Services Winter Holiday Closure for Fiscal Years 2025-26 through 2027-28
Agenda Action: Resolution

Recommendation

Adopt a resolution approving winter Holiday Closures for the periods December 25, 2025 through January 1, 2026; December 25, 2026 through January 3, 2027; December 27, 2027 through January 2, 2028.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The City has observed a winter holiday closure during the month of December each year since 2003. Continuation of the closure is periodically reviewed and approved by the City Council. On September 13, 2022, the City Council adopted Resolution 2022-082 authorizing the continuation of the December holiday closure for a three-year period covering fiscal years 2022/23 through 2024/25.

Analysis

Staff seeks authorization for a three-year continuation of the City's winter holiday closure. The proposed closure periods are as follows:

Fiscal Year	Proposed Closure Dates
2025/26	Thursday, December 25, 2025 through Thursday, January 1, 2026
2026/27	Friday, December 25, 2026 through Sunday, January 3, 2027
2027/28	Monday, December 27, 2027 through Sunday, January 2, 2028

Consistent with prior years, the closure is limited to non-essential services, defined as those services with minimal to no direct impact on public health and safety, including City Hall, Parks and Recreation Administration, and the Parks and Recreation Community Learning Center preschool program. The Parks and Recreation, and Public Works department will provide required field operations and maintenance staffing. Public Safety will be fully operational. At the discretion of department heads, other employees may be scheduled to work due to operational demands.

Alternatives

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



Attachments

A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Consistent with prior years, employees can utilize their discretionary leave hours during holiday closures to maintain their pay and benefits.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE FISCAL YEARS 2025/2026, 2026/2027, AND 2027/2028 HOLIDAY CLOSURES OF NON-ESSENTIAL SERVICES INCLUDING CITY ADMINISTRATIVE OFFICES IN CITY HALL AND RECREATION ADMINISTRATION

WHEREAS, the City of Belmont has observed a holiday closure during the holidays since December 2003; and,

WHEREAS, the holiday closure will result in the closure of non-essential services including City Hall and Recreation Administration Offices (including the Belmont Community Learning Center) being closed over the entire closure period; and,

WHEREAS, non-essential services is defined as those services with minimal to no direct impact on public health and safety.

WHEREAS, Department Heads may schedule employees to work due to operational demands; and,

WHEREAS, there will be minimum staffing of Park and Recreation, and Public Works Department maintenance personnel working during the closure period; and,

WHEREAS, the Police Department and Fire Services will be fully operational.

NOW, THEREFORE, the City Council of the City of Belmont resolves to authorize the holiday closure of non-essential services from December 25, 2025 through January 1, 2026; from December 25, 2026 through January 3, 2027; and December 27, 2027 through January 2, 2028.

* * *

ADOPTED April 22, 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: April 22, 2025
Agency: City of Belmont
Staff Contact: Tobi Liebermann, Housing and Economic Development Manager
Agenda Title: Metropolitan Transportation Commission (MTC) Transit Oriented Communities (TOC) Grant Resolution
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City to accept a \$500,000 grant from the Metropolitan Transportation Commission (MTC) Transit Oriented Communities (TOC) program for the purpose of administering a multi-jurisdictional study to update inclusionary housing and commercial linkage fee policies, enter into a Master Grant Agreement with MTC to be the fiscal agent for the multi-jurisdictional grant, and appropriate the grant funds to the Affordable Housing Fund.

Strategic Focus Area

Economic Development and Housing

Background

In 2022, the Metropolitan Transportation Commission (MTC) adopted the Transit-Oriented Communities (TOC) Policy to support the region's transit investments by creating communities around transit stations and along transit corridors that not only enable transit ridership, but also are places where Bay Area residents of all abilities, income levels, and racial and ethnic backgrounds can live, work, and access services. TOC Policy applies to locations within a half mile of existing and planned stops and stations served by Bay Area transit systems including BART, Caltrain, Muni and VTA light rail stations, and bus rapid transit stops. Belmont's TOC area includes the one-half mile radius around the Belmont Caltrain station.

TOC Policy requirements for local jurisdictions include minimum residential and commercial office densities for new developments, adoption of affordable housing production, preservation, and protection policies as well as requirements for stabilizing businesses to prevent displacement. Additional requirements for parking management and transit station access are also applicable.

Compliance with the TOC policy requirements is necessary for cities to be eligible for transportation funding, including One Bay Area Grant (OBAG) funding cycles. The process for cities to confirm compliance with TOC Policy will continue on a rolling basis until an anticipated deadline in early 2026 corresponding with the OBAG 4 funding timeframe.

In October of 2024 MTC announced its grant program which allocated \$60 Million in planning and capital grants to provide support to cities to achieve compliance with TOC Policy. \$20 Million was set aside for



grants to cities for planning and implementation of specific TOC elements such as the adoption of TOC-compliant zoning amendments, housing policies, parking management, and planning for station access and circulation. MTC made approximately \$2 million available for one-time grants to jurisdictions specifically to support the development and adoption of TOC-compliant housing policies.

Analysis

City staff, working in conjunction with 21 Elements, submitted a two-part grant application to MTC in November of 2024. The first part of the grant application was for a multi-jurisdictional housing fee nexus and inclusionary housing policy study, referred to as the Grand Nexus and Feasibility Study, to be led by 21 Elements on behalf of the Cities of Belmont, Brisbane, Daly City, Menlo Park, Redwood City, San Bruno, and San Mateo. The grant application requested \$620,000 for the study. The City of Belmont agreed to submit the application on behalf of all of the participating jurisdictions and to administer the grant funds as the fiscal agent. Belmont committed to completing an update to our housing nexus fees and inclusionary housing policy in our adopted Housing Element. Although the joint study will cover topics relevant to all participating jurisdictions, it will also consider each jurisdiction's unique needs and unique housing requirements.

MTC provided official notification in March that the joint application was awarded \$500,000 in grant funds. The grant funding will offset a substantial portion of, if not all of the consultant cost of implementing this requirement. The County of San Mateo, in coordination with 21 Elements, will act as the contracting entity on behalf of the participating jurisdictions. The County will manage the contract payments and Belmont staff will coordinate with them as fiscal agent for the grant to manage reimbursements for the portion of the contract that is covered by the grant award. The specific share of the grant funds that will be directly attributable to Belmont will be determined once the Request for Proposals process is complete and the exact amount of the consultant contract is determined. Belmont will be allocated an additional share of the grant funds to cover our administrative expenses for acting as the fiscal agent for this grant.

A second component of Belmont's grant application requested \$70,000 in additional funds to assist city staff in developing Belmont-specific TOC compliant housing policies including: condominium conversion restrictions, mobile home preservation (in the Harbor Industrial Area), no net loss and right to return policies, and tenant anti-harassment policies. The Belmont specific application was not recommended for funding by MTC.

To accept the multi-jurisdictional grant award of \$500,000, the City of Belmont is required to adopt a resolution, included in Attachment A. The resolution states that the City of Belmont intends to adopt relevant policy updates emerging from the work completed through the study grant to comply with the TOC Housing Policy requirements. In addition, the resolution requests authority for the City Manager to negotiate and execute a Master Funding Agreement with MTC in an amount not to exceed \$500,000 and to appropriate the grant funds to the Affordable Housing Fund (Fund 275).

Alternatives

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



Attachments

A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: A budget appropriation to the Affordable Housing Fund in the amount of \$500,000 (Account# 275-5-902-8351), to be funded by \$500,000 MTC TOC grant (Account# 275-5-902-6359).

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT COMMITTING TO TAKE STEPS TOWARD ACHIEVING COMPLIANCE WITH THE METROPOLITAN TRANSPORTATION COMMISSION’S (MTC’S) TRANSIT-ORIENTED COMMUNITIES (TOC) POLICY AS A CONDITION FOR MTC TO ALLOCATE REGIONAL DISCRETIONARY FUNDING TO THE HOUSING POLICY DEVELOPMENT PROJECT (MULTI-JURISDICTIONAL GRAND NEXUS AND FEASIBILITY STUDY), AND APPROPRIATE THE GRANT FUNDS TO THE AFFORDABLE HOUSING FUND

WHEREAS, the MTC adopted Resolution 4530, the TOC Policy; and,

WHEREAS, the TOC Policy incentivizes local jurisdictions to plan and zone for higher residential and commercial densities in areas within one half-mile of existing and planned fixed-guideway transit stops and stations to support the region’s transit investments and implement key GHG reduction strategies from Plan Bay Area 2050; and,

WHEREAS, incentivizing local jurisdictions to also adopt policies focused on increasing housing production of all types, particularly affordable housing production, preservation and protection, commercial anti-displacement and stabilization, parking management, and transit station access and circulation further supports regional transit investments and Plan Bay Area 2050 implementation; and,

WHEREAS, in 2023 MTC identified Belmont Caltrain as a Tier 3 TOC in Belmont; and,

WHEREAS, MTC conditions the allocation of regional discretionary funding for fixed-guideway transit extension projects on compliance with the TOC Policy; and,

WHEREAS, MTC anticipates that future regional funding, such as the One Bay Area Grant (OBAG) program, will consider compliance with the TOC Policy as part of the prioritization and project selection process starting with OBAG 4, expected in 2026; and,

WHEREAS, the TOC Policy establishes different compliance expectations for existing and planned station areas based on the level of transit service; and,

WHEREAS, the TOC Policy identifies four TOC Policy areas (density, housing affordability, parking, and access/circulation); and,

WHEREAS, on September 30, 2024 the MTC announced a Call for Projects for Transit Oriented Communities (TOC) Planning and Implementation Grants, and informed local jurisdictions of a November 22, 2024 deadline for submittals of Applications, as well as grant application guidance and requirements including compliance with the Transit Oriented Communities Policy.

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

SECTION 1. That The City of Belmont submitted a grant application to MTC for \$620,000 for the Multi-jurisdictional Grand Nexus and Feasibility Study in the Housing Policy Development (Production) area in response to the MTC's Call for TOC Planning and Implementation Projects; and

SECTION 2. That The City of Belmont accepted a grant award from MTC for \$500,000 for the Multi-jurisdictional Grand Nexus and Feasibility Study in response to the MTC's Call for TOC Planning and Implementation Projects; and

SECTION 3. That The City of Belmont intends to work cooperatively with other cities on the Multi-jurisdictional Grand Nexus Study, with partial funding provided by the grant award from MTC; and

SECTION 4. That The City of Belmont commits to completing the city's tasks associated with the Multi-jurisdictional Grand Nexus and Feasibility Study work scope following an MTC grant award by applying for these funds; and

SECTION 5. That The City of Belmont intends to adopt relevant policy updates emerging from the work completed through the Multi-jurisdictional Grand Nexus and Feasibility Study grant to comply with the TOC Housing Policy Development requirements; and

SECTION 6. That The Belmont City Council authorizes the City Manager to enter into a Master Funding Agreement with MTC in an amount not to exceed \$500,000 to serve as the fiscal agent for the multi-jurisdictional grant award; and

SECTION 7. That the Belmont City Council authorizes a budget appropriation to deposit the \$500,000 grant award in the Affordable Housing Fund to account 275-5-902-6359 (Miscellaneous State Grants) and approves the appropriation of the grant funds to the Affordable Housing Fund in 275-5-902-8351 (Other Professional/Technical Services for grant expenditures.

* * *

ADOPTED [Click to enter a date.] by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Scott Rennie, City Attorney
Agenda Title: Indemnity Requirements for Approvals, Encroachments, and Right of Way Maintenance
Agenda Action: Ordinance

Recommendation

Introduce an ordinance regulating indemnity requirements for applicants and holders of permits, licenses and other city entitlements, encroachments, and right of way maintenance.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

The issuance of licenses, permits, and other approvals under state and local regulations creates a risk to local agencies for actions that primarily benefit the applicant, licensee or permittee. This is especially true for projects for which discretionary local agency approvals are necessary and for which, in addition to other legal requirements, environmental review is required under California Environmental Quality Act (CEQA). Substantial agency time, effort, and resources are expended in complying with CEQA's requirements and other necessary legal requirements before granting such approvals. Judicial challenges arising from or related to the issuance of licenses, permits and other approvals, especially CEQA determinations for projects requiring discretionary approvals, are costly and time consuming. In addition, project opponents often seek an award of attorneys' fees and costs in such challenges and the agency typically may not recover its fees and costs if it is successful defending the challenge. The unequal exposure of local agencies to unrecoverable defense cost and paying the challenger's litigation costs invites challenges and disadvantages local agencies in resolving challenges even when the merits arguably favor an agency.

Indemnity requirements may be used by cities to control exposure to the costs of legal challenges to agency approvals and are a highly effective means to control the level of risk exposure to losses and liabilities. Indemnity is a requirement that one party compensate for certain losses or liabilities incurred by another. An indemnity requirement typically includes both an obligation to defend the indemnified party against claims or lawsuits as well as pay for losses. A city's authority to require indemnity flows from its power under the California Constitution Article XI, section 7 to make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws. This broad grant of authority is exercised by both legislative act like the adoption of an ordinance requiring indemnity by applicant or permit holder and by administrative act like the creation of application requirements or conditions of approval for a permit requiring indemnity by applicant or permit holder.



As project applicants, licensees, and permittees are the primary beneficiaries of such approvals and receive value from the improvements or activities authorized by the approvals, many agencies have determined it is appropriate that such applicants, licensees and permittees should bear the expense of defending their approvals against legal challenge, and bear the responsibility for any costs, attorneys' fees, and damages which may be awarded to a successful challenger, and have established the requirement by ordinance. For instance, the cities of South San Francisco, San Bruno, Burlingame, Foster City, San Carlos, Redwood City as well as Belmont all require that applicants for certain development approvals indemnify the city against challenges to the agency's approval of the applicant's entitlements. While Belmont Zoning Ordinance requires applicants for zoning entitlements to indemnify the city against challenges to zoning entitlement approvals, neither the subdivision ordinance nor the city code contain similar indemnity requirements for subdivision or general development approvals.

Analysis

Building off of the current indemnity requirement in Belmont Zoning Ordinance (BZO) section 10.4.2(d), the proposed ordinance would add section 1-18 to the Belmont City Code (BCC). BCC Section 1-18(a) which would require applicants for all city approvals of permits, licenses and other entitlements to indemnify the city against claims and lawsuits related to or seeking to overturn the approval. Section 1-18(b) modifies the indemnity requirement for tentative, parcel and final maps to comply with limitations on such indemnity applicable only to those subdivision maps under Government Code Section 66474.9.

The proposed ordinance also augments and clarifies other indemnity requirements in the city code. BCC Section 22-81 is added to compliment the existing requirement in section 22-7 that an applicant for an encroachment permit execute an agreement indemnifying the city against liability caused by the encroachment. Section 22-81 is clarified and modified to include the State of California or other entities that may control a public right of way in the current indemnity obligation in section 22-81(e) related to sidewalk area maintenance owed to the city.

Lastly, the proposed ordinance modifies the existing indemnity provision in BZO section 10.4.2(d) to conform with new BCC section 1-18.

Alternatives

1. Take no action
2. Direct modifications to the proposed ordinance before introduction

Attachments

- A. Proposed ordinance

Fiscal Impact

- ☒ No Fiscal Impact

Potentially significant cost savings can be realized from avoidance of lawsuit costs. No negative fiscal impact is anticipated.



☐ Funding Source Confirmed:

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT REGULATING INDEMNITY FOR APPLICANTS AND HOLDERS OF PERMITS, LICENSES AND OTHER CITY ENTITLEMENTS, ENCROACHMENTS, AND RIGHT OF WAY MAINTENANCE

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

SECTION 1. LEGISLATIVE FINDINGS

(a) The City Council finds that the issuance of licenses, permits, and other approvals under state and local regulations creates a risk to the city as a result of issuing those licenses, permits and approvals, which are primarily for the benefit of the applicant, licensee or permittee. This is especially true for projects for which discretionary city approvals are necessary and for which, in addition to other legal requirements, environmental review is required under California Environmental Quality Act (CEQA) because, among other things, substantial City time, effort, and resources are expended in complying with CEQA's requirements and other legal requirements necessary before granting such approvals.

(b) Judicial challenges arising from or related to the issuance of licenses, permits and other approvals, especially CEQA determinations for projects requiring discretionary approvals, are costly and time consuming. In addition, project opponents often seek an award of attorneys' fees and costs in such challenges and the city typically may not recover its fees and costs if it is successful defending the challenge. The city's unequal exposure to unrecoverable defense cost and the opposing party's litigation costs invites challenges and disadvantages the city in resolving challenges even when the merits arguably favor the city. As project applicants, licensees, and permittees are the primary beneficiaries of such approvals, it is appropriate that such applicants, licensees and permittees should bear the expense of defending against any such judicial challenge, and bear the responsibility for any costs, attorneys' fees, and damages which may be awarded to a successful challenger.

SECTION 2. BCC SECTION 1-18 ADDED

Belmont City Code Section 1 is added to read:

Sec. 1-18 Indemnification for Approvals

(a) Applications and approvals generally.

(1) Except as provided in subsection (b), and to the fullest extent allowed by law, an applicant for city approval must, as a condition of application and approval, defend, indemnify, and hold harmless the city and its officers, officials, employees and volunteers against and from any and all damage, liability, loss, claim, action or proceeding connected with or arising out of any claim, action or proceeding either to attack, set aside, void, annul, or challenge the validity of any approval or otherwise in connection with the approval, and to bear its own costs in any action or proceeding as a real party in interest. The city is not obligated to defend or to contribute to the cost of defense of any action or proceeding to attack, set aside, void, annul, or challenge the validity of any approval, or reimburse the applicant for any liability, cost or loss incurred by the applicant as a result of such action or

proceeding or its disposition including but not limited to any settlement, cost, or attorneys fees paid by applicant or award against the applicant.

(2) Within 14 days of receiving notice of a claim, action or proceeding to attack, set aside, void, annul, or challenge the validity of approval or in connection with the approval, an applicant must notify the city in writing that it will defend the city and its bodies, officers, employees, and agents in the action or proceeding without qualification or reservation.

(3) If the applicant fails to timely provide the notice required by subsection (a)(2) or fails to timely undertake the unqualified and unreserved defense of the city and its bodies, officers, employees, and agents, the city may settle any such claim, action or proceeding on any terms it determines acceptable without incurring any liability to the applicant and without prejudicing any rights of recovery from the applicant under this section or any provision of law.

(4) For purposes of subsection (a), an “approval” means the grant of any license, permit, entitlement or other approval under this Code or any city ordinance, rule or regulation by any person, entity, or body on behalf of the city.

(5) The city will promptly notify the applicant or approval holder of any claim, action, or proceeding in connection with any approval or that is brought to attack, set aside, void or annul an approval.

(6) The city retains the right to participate in the defense of any claim, action or proceeding, including selection of defense counsel.

(b) Applications and approvals for tentative, parcel, and final maps.

(1) A subdivider must, as a condition of tentative, parcel, or final map application and approval, defend, indemnify, and hold harmless the city and or its agents, officers, and employees from any claim, action, or proceeding against the city or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the city, a city advisory agency, appeal board, or council concerning a subdivision. The city will promptly notify the subdivider of any claim, action, or proceeding and cooperate fully in the defense.

(2) An applicant for a tentative, parcel, or final map must agree in the application to defend, indemnify, and hold harmless the city and its agents, officers, and employees as provided in subsection (b)(1).

(3) The conditions of approval for a tentative, parcel, or final map subdivision must recite the subdivider’s obligation in subsection (b)(1).

(4) The city may participate in the defense of any claim, action, or proceeding, and if it so chooses, will bears its own attorney’s fees and costs and defend the action in good faith.

(5) The subdivider is not required to pay or perform any settlement unless the settlement is approved by the subdivider.

(6) Subsection (b) is to be interpreted and enforced in accordance with the limitations and requirements of Government Code Section 66474.9.

(c) **Form of Indemnity.** The city manager, in consultation with the city attorney, may determine the precise form of the indemnification in an application form and included in conditions of approval.

(d) **Enforcement.** To the fullest extent allowed by law, an applicant must indemnify the city for all of the city's costs, losses, and attorney's fees incurred to enforce the indemnification in this section.

(e) **Applicant.** "Applicant" means the party on whose behalf an application is submitted and any subsequent legal or equitable holder of a city approval.

(f) **Notice.** Written notice of a claim, action or proceeding may be provided in accordance with Belmont City Code Section 1-12.

(g) **Conditions of Approval.** The conditions of an approval are to include reference to the applicant's obligations under this section. Failure to include reference does not affect the applicant's obligations under this section.

SECTION 3. BCC SECTION 22-31 AMENDED

Belmont City Code Section 22-31 is added to read:

Sec. 22-31 Indemnity for encroachments

An owner of real property whose property is or was benefited by an encroachment established by themselves or their predecessors in interest must defend and indemnify the city and its officers, officials, employees and volunteers against any claim for injury to persons or damage to property related to or arising from the encroachment.

SECTION 4. BCC SECTION 22-81 AMENDED

Belmont City Code Section 22-81 is amended to read:

Sec. 22-81. Maintenance of sidewalks.

(a) As used in this section, sidewalk area includes the sidewalk, any park or parking strip maintained in the area between the property line and the street line, and the curbing, gutter, driveway, bulkheads, retaining walls or other works for the protection of any sidewalk or of any park or parking strip.

(b) The owner of a lot fronting on or adjacent to a public street must maintain any sidewalk area in good repair and condition. This duty includes but is not limited to maintenance and repair of surfaces including performance of grinding, removal and replacement of sidewalks, and repair and maintenance of curb and gutters, so that the sidewalk area will remain in a condition that is not dangerous to property or to persons using the sidewalk area in a reasonable manner and will be in a condition which will not interfere with the public convenience in the use of the sidewalk area.

(c) An ~~lot~~ owner required by this section to maintain a sidewalk area ~~shall~~~~owes~~ a duty to members of the public to keep and maintain the sidewalk area in a safe and non-dangerous

condition.

(d) If, as a result of an lot owner's failure to maintain a sidewalk area in a safe and non-dangerous condition, any person suffers injury or damage to person or property, the owner ~~shall be~~ is liable to the person for the resulting damages or injury.

(e) A lot owner required by this section to maintain a sidewalk area must defend and indemnify the city and its officers, officials, employees and volunteers and any public entity that owns or controls public property within the sidewalk area against any claim for injury to persons or damage to property related to or arising from the property owner's failure to maintain the sidewalk area in accordance with this section.

(f) The ~~City of Belmont~~ city and any public entity that owns or controls public property within the sidewalk area shall haveas a cause of action for indemnity against the owner of a lot fronting on or adjacent to a public street a property owner ~~for any damages it either~~ may be required to pay as satisfaction of any judgment or settlement of any claim that results from injury to persons or property as a legal result of the lot owner's failure to maintain a sidewalk area in accordance with this section. The indemnity cause of action includes recovery of attorney fees and costs incurred defending against the claim and any lawsuit to recover on the claim. The right to indemnity and the obligation to indemnify is not dependent on the city or other public entity first tendering the claim to the property owner.

(g) Failure of an owner to maintain a sidewalk area as set forth in this section ~~shall~~ constitutes a public nuisance.

SECTION 5. BZO Section 10.4.2 Amended

Belmont Zoning Ordinance Section 10.4.2 is amended to read:

10.4.2 **Contents.** The application must include the following.

- (a) Name and address of the applicant, and the applicant's authorized agent, if any.
- (b) Applications seeking entitlements affecting particular real property must be accompanied by the following.
 - (1) A statement certifying under penalty of perjury that the applicant is the owner of the property or the authorized agent of the owner.
 - (2) The address or description of property.
 - (3) An accurate scale drawing of the site showing the contours at intervals of not more than 5 feet and the locations of any existing and proposed streets, property lines, uses, structures, driveways, pedestrian walks, off-street parking and off-street loading facilities and landscaped areas. This requirement may be waived or modified by the Zoning Administrator.
 - (4) A detailed statement indicating the precise manner of compliance with each applicable plan, program, policy, ordinance, standard, requirement or similar provision applicable to the entitlements sought, together with any other data pertinent

to the findings prerequisite to the granting of the permit or approval, as required by the Zoning Administrator

- (c) Such other information, plans, maps and data that the Zoning Administrator determines are necessary for evaluating applications for particular entitlements or will assist the reviewing authority in making a determination in harmony with the requirements of this Ordinance.

- (d) A signed statement that the applicant agrees to defend, indemnify and hold harmless the city and its officers, officials, employees and volunteers as provided in Belmont City Code Section 1-18(a). ~~o defend, indemnify, and hold harmless the city and its agents, officers, and employees from any action, claim, or proceeding brought against the city or its agents, officers, or employees which challenges the validity of any zoning entitlement approval by the city~~

SECTION 6. SEVERABILITY.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid, such a decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Belmont hereby declares that it would have passed this Ordinance and each section or subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid.

SECTION 7. EFFECTIVE DATE.

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

* * *

The City Council of the City of Belmont, California introduced the foregoing ordinance, on [insert date], 2012 and adopted the ordinance at a regular meeting held on [insert date], 2012 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Karen Clark, Management Analyst, kclark@belmont.gov; Kathy Kleinbaum, Assistant City Manager, kkleinbaum@belmont.gov
Agenda Title: Minimum Wage Enforcement Contract with the County of San Mateo's Office of Labor Standards and Enforcement
Agenda Action: Motion

Recommendation

Adopt a motion authorizing the City Manager to negotiate and execute an agreement with the County of San Mateo for minimum wage enforcement services for a one-year term, with the option to renew for two additional two-year periods, at a flat rate of \$10,000 annually.

Strategic Focus Area

Economic Development and Housing

Background

In 2017, the Belmont City Council (Council) adopted a Minimum Wage Ordinance (Ordinance) setting a required minimum wage for all employees who perform at least two hours of work per week within the geographic boundaries of the city. The Ordinance adjusts the minimum wage annually on January 1 by the lesser of 3.5% or the prior year's increase, if any, in the regional Consumer Price Index (CPI). In 2023, the Council amended the Ordinance to add a CPI catch-up provision, allowing business owners to ease into inflation while ensuring employees do not see an erosion of wages over time, and to round the annual wage adjustments to the nearest five cents. As of January 1, 2025, the City of Belmont's (City) minimum wage is \$18.30 per hour, compared to the State's minimum wage of \$16.50.

Establishing appropriate enforcement provisions is a key component of a minimum wage ordinance. This may be done in-house with City staff or contracted with another agency or third-party vendor. Following the initial adoption of Belmont's Ordinance, the City entered into a Services Agreement (Agreement) with the City of San Jose for enforcement services. The Agreement had an initial nine-month term ending December 31, 2019, with the option to renew for two one-year periods. The Agreement was based on a per-task fee structure.

When it came time to renew the enforcement agreement with the City of San Jose, San Jose revised its fee structure to a flat rate charged to all cities, regardless of the size of their business community. This structure was unfavorable to Belmont given the limited size of our business community. In response, the City allowed the contract to lapse, electing to handle future enforcement in-house.

Analysis

Should the City be notified of a violation of its Minimum Wage Ordinance, it would currently be obligated



to investigate the complaint internally. This work involves a detailed audit of payroll stubs and employment records of the subject business. Although the City has not received any complaints of violations to-date, completing the investigation process would be time-consuming for staff and we do not currently have the in-house expertise; therefore, outsourcing these services is preferable.

Recently, the County of San Mateo’s Office of Labor Standards and Enforcement reached out its constituent cities with a new initiative to offer minimum wage enforcement services. Following feedback from the jurisdictions below, they have created a tiered fee structure for cities that is based on the number of businesses with employees. Staff believes that the proposed rates are reasonable and has therefore brought the agreement to the Council for its approval.

Minimum Wage Enforcement Fees by Employer Firms

Number of Employer Firms (businesses with employees)	Pricing (July 1, 2025-June 30, 2026)	Cities Falling Under This Category
>2,000	\$20,000	San Mateo, South San Francisco
1,000 – 2,000	\$15,000	Redwood City, Burlingame, Menlo Park
<1,000	\$10,000	Belmont, Foster City

The County needs to finalize the attached agreement by the end of April and will seek final approval by its Board of Supervisors on June 10. To adhere to this timeline, staff request that the Council now adopt a motion authorizing the City Manager to negotiate and execute an agreement with the County of San Mateo for minimum wage enforcement services for a one-year term, with the option to renew for two additional two-year periods, at a flat rate of \$10,000 annually. Although the amount of this agreement is within the City Manager’s contracting authority, this agreement requires City Council approval because it is an inter-agency agreement. The agreement template provided by the County is attached to this report.

Alternatives

- 1. Take no action and continue to handle minimum wage ordinance enforcement in-house.

Attachments

- A. Agreement Template

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: If approved, these services will be included in the General Fund, Executive Management Division budget (Account #101-5-111-8351) starting in fiscal year 2025-26, subject to the City Council’s annual budget appropriation.

Source:

Staff

Purpose:

Discretionary Action

Public Outreach:

Posting of Agenda

AGREEMENT BETWEEN THE CITY OF _____ AND COUNTY OF SAN MATEO

This Agreement is entered into this first day of July, 2025, by and between the CITY OF _____, in the County of San Mateo, State of California ("City"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County"). City and County are sometimes hereinafter collectively referred to as the "Parties".

* * *

WHEREAS, pursuant to Government Code Section 51300, et seq., County may contract with City for the performance by County of City's functions; and

WHEREAS, County's Office of Labor Standards Enforcement ("OLSE") will implement and enforce County's local Minimum Wage Ordinance in its unincorporated areas; and

WHEREAS, City's local Minimum Wage Ordinance, codified in Chapter X.XX of the _____ Municipal Code, authorizes the use of third parties to assist in implementing and enforcing City's Minimum Wage Ordinance; and

WHEREAS, City and County wish to establish an agreement in which County will provide services to enforce City's Minimum Wage Ordinance.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibit is incorporated by reference herein:

1.1 Exhibit A – Services

2. Services to be Performed by County

In consideration of the payments set forth herein, County, through the OLSE, will provide investigative services on behalf of City regarding potential violations of the City's Minimum Wage Ordinance.

2.1 OLSE shall serve as the investigative body for potential violations of City's Minimum Wage Ordinance but shall not have enforcement authority beyond its investigative role. OLSE will retain sole discretion to determine the method and means of performing the Services in accordance with the terms, conditions, and specifications set forth in this Agreement and Exhibit A.

2.2 OLSE will direct any questions or issues regarding the interpretation administration or enforcement of City's Minimum Wage Ordinance to City. City must provide timely and appropriate direction responding to OLSE's questions or issues.

2.3 If OLSE's investigation identifies violations of the City's Minimum Wage Ordinance and the employer fails to remedy the violation, OLSE shall refer such cases back to City for further action.

2.4 Nothing in this agreement shall be construed to limit the County's independent authority under state law to investigate and, at its discretion, prosecute violations of state labor laws. However, OLSE shall not be responsible for enforcing or prosecuting violations of the City Minimum Wage Ordinance.

3. Payments

In consideration of the services provided by County in accordance with all terms, conditions, and specifications set forth in this Agreement, including but not limited to Exhibit A, County will submit an two invoices to City for services to be performed for the term of the contract. City will provide County with the address of the person to whom County must submit its invoices. City will pay County at the rate specified in 3.1 of this section. Option and future escalation begin each July 1 upon mutual written agreement by the Parties.

3.1 Compensation: City shall pay County compensation of XXX Thousand Dollars (\$X,000) for the initial one-year term.

3.2 Invoicing: County will submit an invoice to City by September 15, 2025 for 50% of the total stated in 3.1 for services to be provided in the first half of the contract timeframe. County will submit a second invoice by April 15, 2026 for the remainder of the total stated in 3.1 for services to be provided in the second half of the contracted timeframe. City will provide County with the address of the designated recipient for invoices.

3.3 Rate Adjustment: Option and future escalation shall begin each July 1 upon mutual written agreement by the Parties.

4. Term

This Agreement shall be in full force and effect from 12:01 AM on July 1, 2025, through June 30, 2026. If approval of this Agreement is delayed past the commencement date due to extenuating circumstances, this Agreement shall take effect on the date services by the County commence.

4.1 This Agreement includes the option for the City and County to renew for up to two additional two-year periods, extending to June 30, 2028, by mutual agreement. Each party shall notify the other of its intent to renew no later than March 1st of the preceding year.

5. Termination

This Agreement may be terminated by City or County at any time for any reason upon thirty (30) days' advance written notice.

5.1 County may terminate this Agreement upon less than thirty (30) days' advance written notice only with cause. In order to terminate for cause, County must first give City notice of the alleged breach. City shall have five (5) business days after receipt of such notice to respond and a total of ten (10) calendar days after receipt of such notice to cure the alleged breach. If City fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

5.2 County shall be entitled to receive payment for any and all services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

5.3 City may terminate this Agreement upon less than thirty (30) days' advance written notice only based on the unavailability of City funds by providing written notice to County as soon as is reasonably possible after City learns of said unavailability of funding.

5.4 If City terminates for unavailability of funds, City shall pay County for 1) the services actually performed, on or before the effective date of termination; and (2) reasonable cost and expenses the County may have incurred as a direct result of early termination of the Agreement.

6. Ownership of County's Work Product

Upon termination or expiration of this Agreement, all work product, including documents, reports, and data prepared by County, shall become the property of City. County will retain copies of all materials provided to City.

7. Relationship of the Parties

County performs all work and services under this Agreement as an independent contractor and not as an employee of City. Neither County nor any of its employees, agents, or representatives shall be considered employees, agents, partners, or joint venturers of City.

7.1 No Employment Benefits. Neither County nor any of its employees shall be entitled to any rights, privileges, powers, or advantages of City employees, including but not limited to:

- (a) wages, salary, or other forms of compensation;
- (b) retirement benefits or pension plans;
- (c) health insurance or other medical benefits;
- (d) disability or workers' compensation coverage;
- (e) paid time off, including vacation, sick leave, or holidays; or
- (f) any other employee benefits offered by the City to its employees.

7.2 Control of Work. County shall retain sole and absolute discretion in the manner and means of carrying out its activities and responsibilities under this Agreement, subject only to the express terms and conditions of this Agreement.

7.3 Tax Obligations. County shall be solely responsible for all applicable federal, state, and local taxes related to payments received under this Agreement.

8. Indemnification

This provision applies in lieu of Government code 895.6.

8.1 County will indemnify and hold harmless City and its officers, officials, employees, and volunteers from and against all claims, damages, losses and expenses (collectively "Claims"), arising out of the performance of this Agreement, to the extent such claims are caused by any act or omission of County.

8.2 City will indemnify and hold harmless County and its officer, officials, employees, and volunteers from and against all claims, damages, losses, and expenses (collectively "Claims"), arising out of the performance of this Agreement, to the extent such claims are caused by any act or omission of City.

8.3 Notwithstanding anything to the contrary in this Agreement, County's liability for any action or event occurring (a) during the initial Term will not exceed the maximum dollar amount payable to

County during the initial Term (b) during and option year will not exceed the maximum dollar amount payable to County during such option year.

9. Insurance

County is self-insured with respect to claims for which it would bear responsibility under this Agreement, including but not limited to liability, automobile, and workers' compensation claims as authorized under Government Code Section 990.4 and Labor Code Section 3700.

10. Records Retention and Audit Rights

County shall maintain all required records relating to services provided under this Agreement for three (3) years after City makes final payment and all other pending matters are closed, and County shall be subject to the examination and/or audit by City, a Federal grantor agency, and the State of California.

10.1 County shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by City.

10.2 County agrees upon reasonable notice to provide to City, to any Federal or State department having monitoring or review authority, to City's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

10.3 The County shall retain all records related to this Agreement for three (3) years after final payment. The City shall have the right to audit these records upon reasonable advance written notice.

11. Merge Clause

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document is not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

12. Assignments

County shall not assign this Agreement or any portion thereof without the prior written consent of City. However, County may subcontract with a third party to perform services related to OLSE activities under this Agreement without requiring City's prior written consent. County shall remain responsible for ensuring that any subcontractor complies with the terms of this Agreement. Any unauthorized assignment shall give City the right to automatically and immediately terminate this Agreement without penalty or advance notice.

13. Controlling Law and Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

14. Dispute Resolution

Should any dispute arise out of this agreement, County and City, or their authorized designees, shall first meet and confer in an attempt to resolve the dispute. Should such efforts fail to resolve the dispute within twenty (20) days, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The cost of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

15. Fines and Forfeitures

15.1 City shall be entitled to the fines and forfeitures to which City would be entitled pursuant to City's Minimum Wage Ordinances and applicable regulations.

15.2 Unless otherwise specified in this Agreement, City shall remain responsible for the billing and collection of these fees. Information obtained by County that is required by City to complete the billing or collection will be forwarded to City.

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: [insert]

Address: [insert]

Telephone: [insert]

Facsimile: [insert]

Email: [insert]

In the case of City, to:

Name/Title: [insert]

Address: [insert]

Telephone: [insert]

Facsimile: [insert]

Email: [insert]

17. Electronic Signatures

The Parties agree to permit electronic signatures in accordance with California law.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement on the day and year first hereinabove written.

CITY OF _____

By: _____

Date: _____

APPROVED AS TO FORM

By: _____

COUNTY OF SAN MATEO

By: _____

Date: _____

APPROVED AS TO FORM

By: _____

EXHIBIT "A"

SCOPE OF SERVICES

County, through its Office of Labor Standards Enforcement (OLSE), shall provide investigative services on behalf of City regarding potential violations of City's Minimum Wage Ordinance. OLSE will serve as the investigative body but shall not be required to enforce its determinations beyond its prescribed role. County shall, however, retain sole discretion to determine:

1. The methods of investigation;
2. The depth and extent of investigation for each matter, including the discretion not to investigate a matter beyond the initial complaint if deemed outside of the scope specified in this contract;
3. Whether to issue findings and/or a notice of violation and the nature of the finding and content of the notice; and
4. Whether the evidence merits civil prosecution, in which case County, through OLSE, shall have the authority to initiate and pursue such proceedings independently.
5. Whether the evidence merits discussion with a criminal attorney.

Task 1: Responding to Inquiries

OLSE shall:

- Answer general written and telephonic inquiries regarding City's Minimum Wage Ordinance directly or via subcontracted attorney-managed advice line.
- Respond to written inquiries requiring research, including wage rates, coverage applicability, and regulatory clarifications.

Task 2: Complaint Intake & Initial Assessment

OLSE will receive and assess complaints alleging violations of City's Minimum Wage Ordinance. Complaint intake will include gathering the following information, when possible:

- Complainant's name, contact information, and employment details.
- Employer's name, business location, and managerial contacts.
- Type of work performed, work schedule, rate of pay, and method of payment.
- Supporting documentation, including but not limited to pay stubs, records of hours worked, or other relevant evidence.

Task 3: Investigation of Minimum Wage Violations

1. OLSE will conduct investigations as it determines warranted based on the complaint and available evidence.
2. As part of an investigation, OLSE may request relevant documentation from the employer, including but not limited to:
 - Payroll records and timekeeping data.
 - Lists of employees with employment dates and job titles.
 - Any other records necessary to determine compliance.

3. If an employer fails to provide requested documentation within fourteen (14) business days, or a reasonable time set by OLSE, or provides incomplete information, OLSE may proceed with its investigation using the available evidence, or may use its discretion to determine further investigation is unlikely to lead to sufficient evidence to determine a violation has occurred.
4. OLSE will review any evidence including employer responses and, when sufficient information is available, determine whether a violation has occurred.

Task 4: Findings & Notice of Violation

1. If OLSE determines a violation has occurred, it will calculate any back wages owed and prepare a written Notice of Violation.
2. The notice shall:
 - Outline the basis of the violation.
 - Include supporting evidence.
 - Provide the employer an opportunity to submit additional information or contest the findings.
3. The employer will have fourteen (14) business days from the date of the notice to:
 - Submit additional documentation proving compliance; and/or
 - Request a meeting with OLSE's designated representative to contest the violation.

Task 5: Review of Employer's Response

If the employer contests the violation, OLSE shall:

1. Review any additional information provided.
2. Conduct follow-up investigations as necessary.
3. Issue a final written determination outlining its findings.

Task 6: Reporting & Compliance Monitoring

OLSE will provide City with biannual reports summarizing:

- The number of complaints received.
- The number of investigations conducted.
- The number of confirmed violations.
- Any actions taken, including restitution of wages and penalties assessed.

Task 7: Public Outreach/ Information

Upon request by the City, OLSE shall:

- Provide informational materials regarding compliance with the ordinance.

Task 8: Meetings & Coordination

Upon request of City, OLSE will meet with City up to twice per year to have a general discussion of matters related to the enforcement of City's Minimum Wage Ordinance. Additionally, OLSE will attend

additional meetings if an investigation's findings warrant further discussion and City requests such meetings.

Meetings will address:

- Active investigations.
- Completed complaints.
- General enforcement trends and compliance efforts.

Task 9: Annual Minimum Wage Updates

OLSE shall:

- Annually update the minimum wage rate based on the Consumer Price Index (CPI) as identified in City's Minimum Wage Ordinance.
- Notify City of changes to the minimum wage rate by September 15 of each year, contingent upon the release date of the Consumer Price Index rate.

General Provisions

- County is not obligated to undertake any enforcement actions beyond those specified unless otherwise agreed upon in writing by both parties.
- City acknowledges that OLSE's role is limited to investigation and determination of whether a violation occurred, but does not include administrative enforcement or adjudication.



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Sean Rose, Public Works Department, 650-637-2985, srose@belmont.gov
Agenda Title: 1041 Hill Street Permanent Encroachment Agreement
Agenda Action: Motion

Recommendation

Motion approving a Permanent Encroachment Agreement for Retaining Wall within the public right-of-way adjacent to 1041 Hill Street.

Strategic Focus Area

Public Safety

Background

In October 2024, the City issued a planning permit for the construction of a three-story, 36-unit, memory-care facility at 1041 Hill Street. The project entitlements included the installation of a concrete retaining wall and utility pole relocation to allow adequate firetruck turnaround space as specified by the San Mateo Consolidated Fire Department and the guidelines provided in the 2022 California Fire Code. As a condition of approval of the project, the project applicant was required to apply for a permanent encroachment permit for the concrete retaining wall.

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

Analysis

The property owner at 1041 Hill Street is requesting approval of a permanent encroachment permit for the installation of a new retaining wall in a currently unimproved area within the public right-of-way. The retaining wall, along with the relocation of an existing utility pole, will provide space for extending the paving for roadway, providing first responders with adequate space for firetruck turnaround.

The developer of 1041 Hill Street has submitted a permanent encroachment agreement application to



allow encroachment into the public right-of-way as shown in Exhibit A attached. City staff and the Public Works Director have reviewed the application and found it is in compliance with the City Code. The City Council may choose to approve or to conditionally approve the request only if it considers that there is some public benefit for the encroachment. BCC Section 22-6(e)(1) provides examples of acceptable public benefits, such as added off-street parking, or sidewalk, safer sight distance, reduced amount of grading, and replacement or improvement of an existing undesirable physical condition. The proposed encroachment will improve an existing undesirable physical condition by allowing for improved emergency vehicle access. In accordance with BCC Section 22-6(d), notices were sent to all properties within 300 feet of the project location that the City Council will be considering the item.

Alternatives

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

Attachments

- A. Resolution
- B. Exhibit A – Site plan showing location and details of the encroachments

Fiscal Impact

- ☐ No Fiscal Impact
- ☒ Funding Source Confirmed: Applicant has paid the applicable permit fee accounted for in the Development Services Fund.

<u>Source:</u>	<u>Purpose:</u>	<u>Public Outreach:</u>
Staff	Statutory/Contractual Requirement	Other*

Notices were sent to all properties within 300 feet of the project location.

ERDMAN

One Erdman Place Suite 300
Madison, Wisconsin 53717
Phone: (608) 410-8000
FAX: (608) 410-8020

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BELMONT, CA

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GRADING KEY NOTES

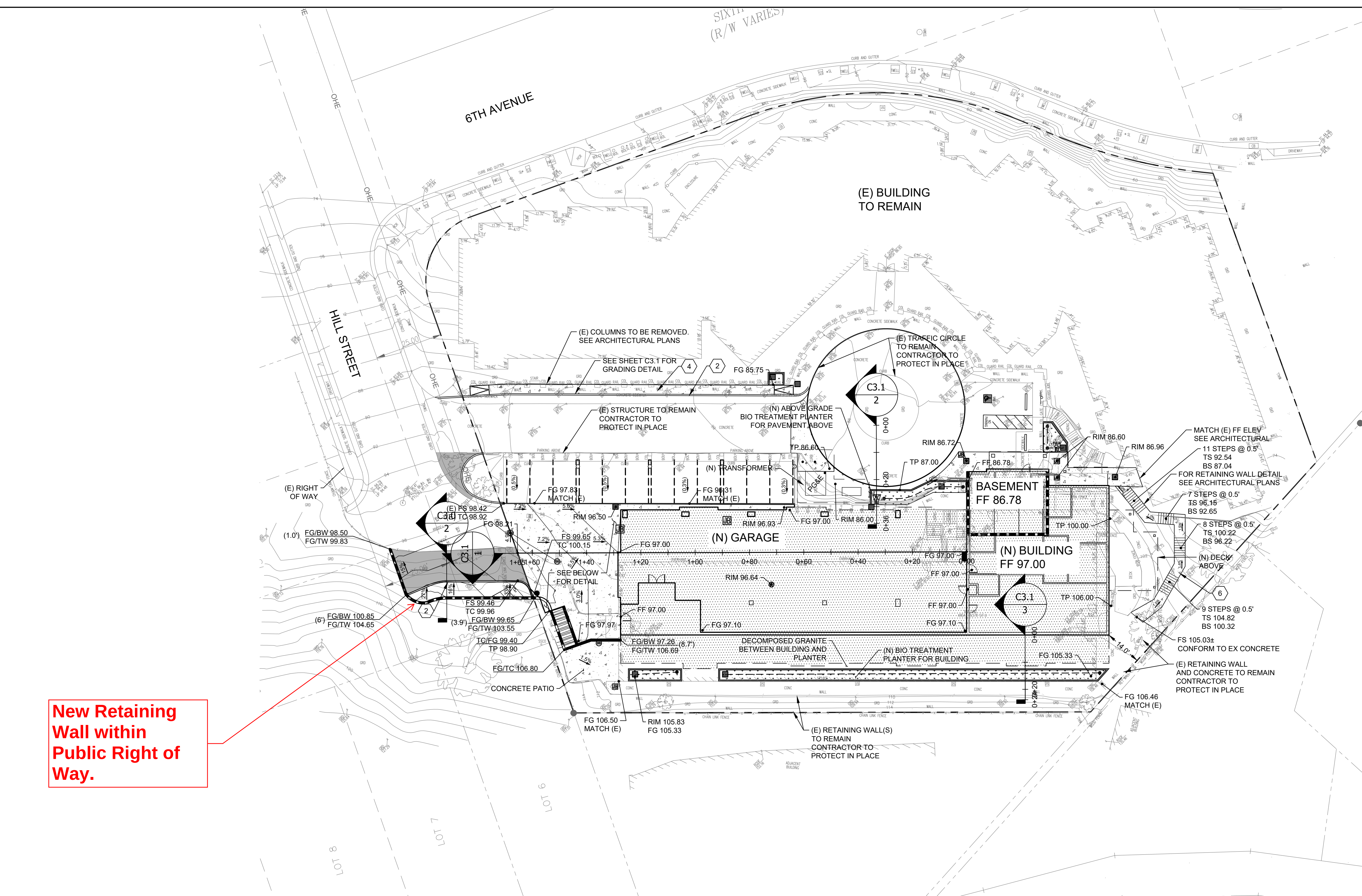
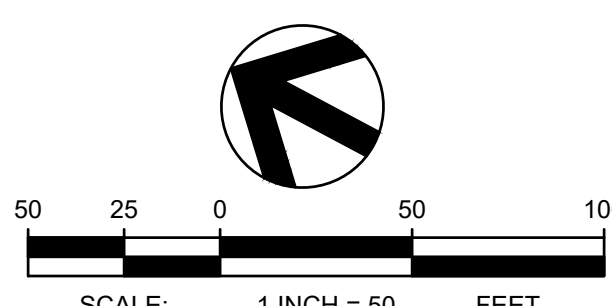
- (1) (N) CITY OF BELMONT TYPE A 6" CONCRETE CURB AND GUTTER PER DETAIL SI-100.
- (2) (N) 6" CONCRETE VERTICAL CURB.
- (3) NOT USED.
- (4) (N) PCC SIDEWALK PER CITY OF BELMONT DETAIL SI-105.
- (5) (N) PCC PAVEMENT SECTION. SEE DETAIL SHEET.
- (6) (N) 4" PCC PATHWAY. SEE DETAIL SHEET.
- (7) (N) RETAINING WALL. FINAL TOP OF WALL AND BOTTOM OF WALL HEIGHTS (X/X) TO BE DESIGNED PER GRADES SHOWN. CONTRACTOR TO VERIFY IN THE FIELD.

GRADING GENERAL NOTES

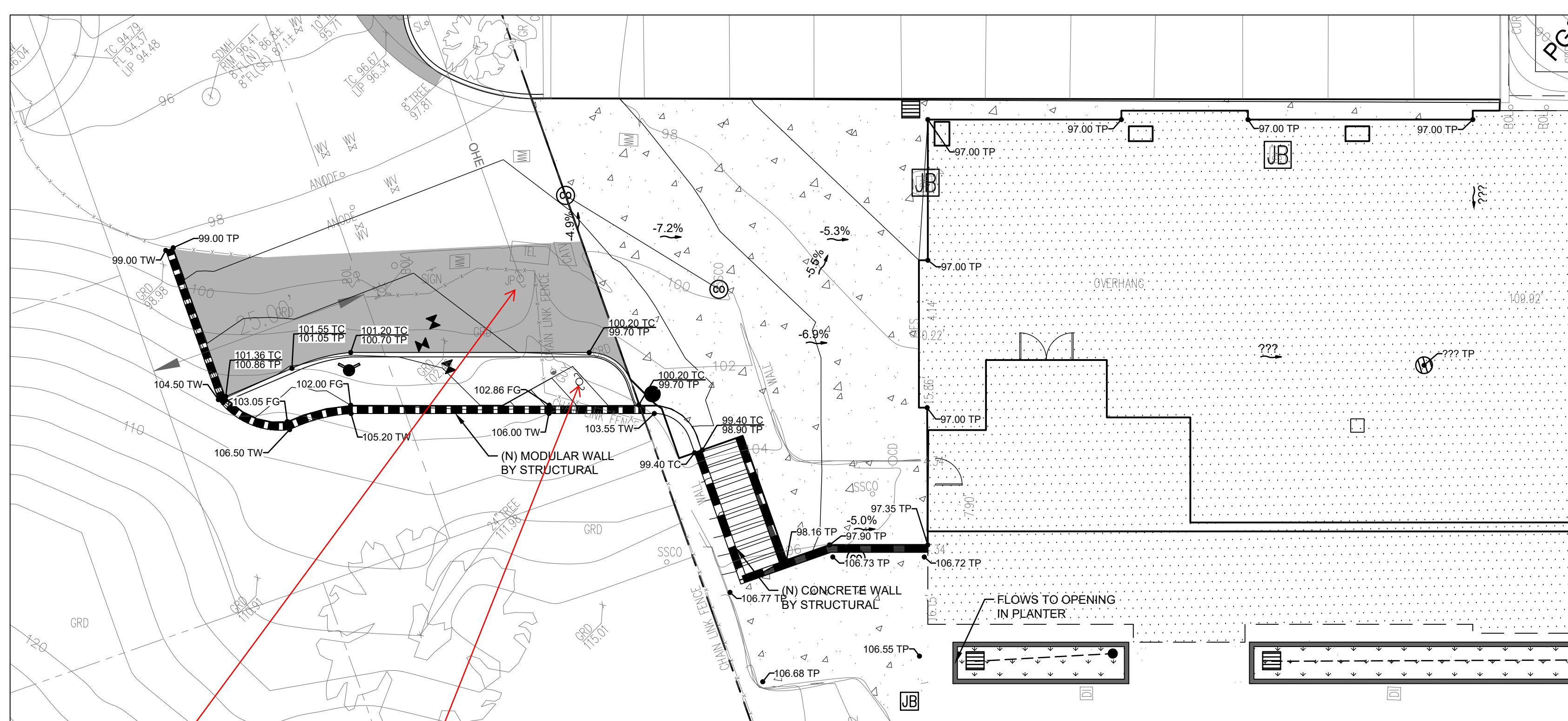
- ALL CURBS ARE TO BE PER CITY OF BELMONT STANDARD DETAIL SI-100 ON SHEET C3.0.
- ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE LATEST CITY OF BELMONT AND SAN MATEO COUNTY STANDARDS.
- ANY EXISTING INFRASTRUCTURE, SITE FEATURES, OR PROPERTY DAMAGED AS A RESULT OF CONSTRUCTION SHALL BE REPAIRED BY THE CONTRACTOR TO THE SATISFACTION OF THE APPROPRIATE AGENCY.
- ALL CONSTRUCTION SHALL CONFORM TO APPLICABLE STATE AND/OR LOCAL CODES. THE CONTRACTOR SHALL HAVE A COPY OF CURRENT CODES MAINTAINED ON SITE AT ALL TIMES.
- ALL SIGNAGE AND PAINT MARKINGS SHALL COMPLY WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), OR AS OTHERWISE SPECIFIED. INSTALLATION OF SIGNS SHALL BE GOVERNED BY LOCAL CODES.
- THE CONTRACTOR IS RESPONSIBLE TO LOCATE AND PROTECT ALL EXISTING UTILITIES DURING CONSTRUCTION. THE CONTRACTOR IS TO NOTIFY THE UTILITY PROTECTION CENTER AT LEAST 72 HOURS PRIOR TO ANY SITE WORK FOR PROPER IDENTIFICATION OF EXISTING UTILITIES.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING ITEMS AND DIMENSIONS TO REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO BEGINNING CONSTRUCTION.
- UNLESS OTHERWISE NOTED, PAVEMENT ELEVATION IS 6" BELOW THE TOP OF CURB ELEVATION.
- ALL GRADE BREAKS SHALL BE CONSTRUCTED AS A VERTICAL CURVE TO AVOID ANY DEFINED CRESTS OR SUMPS.

LEGEND

	ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	BIO-INFILTRATION SWALE BOTTOM
	INFILTRATION GALLERY
	EXISTING CONTOUR
	PROPOSED CONTOUR
	PROPERTY LINE
	CURB
	SEWER PIPE
	STORM PIPE
	WATER PIPE
	SPOT ELEVATION
	CATCH BASIN
	CLEANOUT
	DRYWELL
	SANITARY SEWER MANHOLE
	STORM DRAIN MANHOLE
	WATER VALVE
	POST INDICATOR VALVE
	FIRE HYDRANT
	FIRE DEPARTMENT CONNECTION
	WATER METER



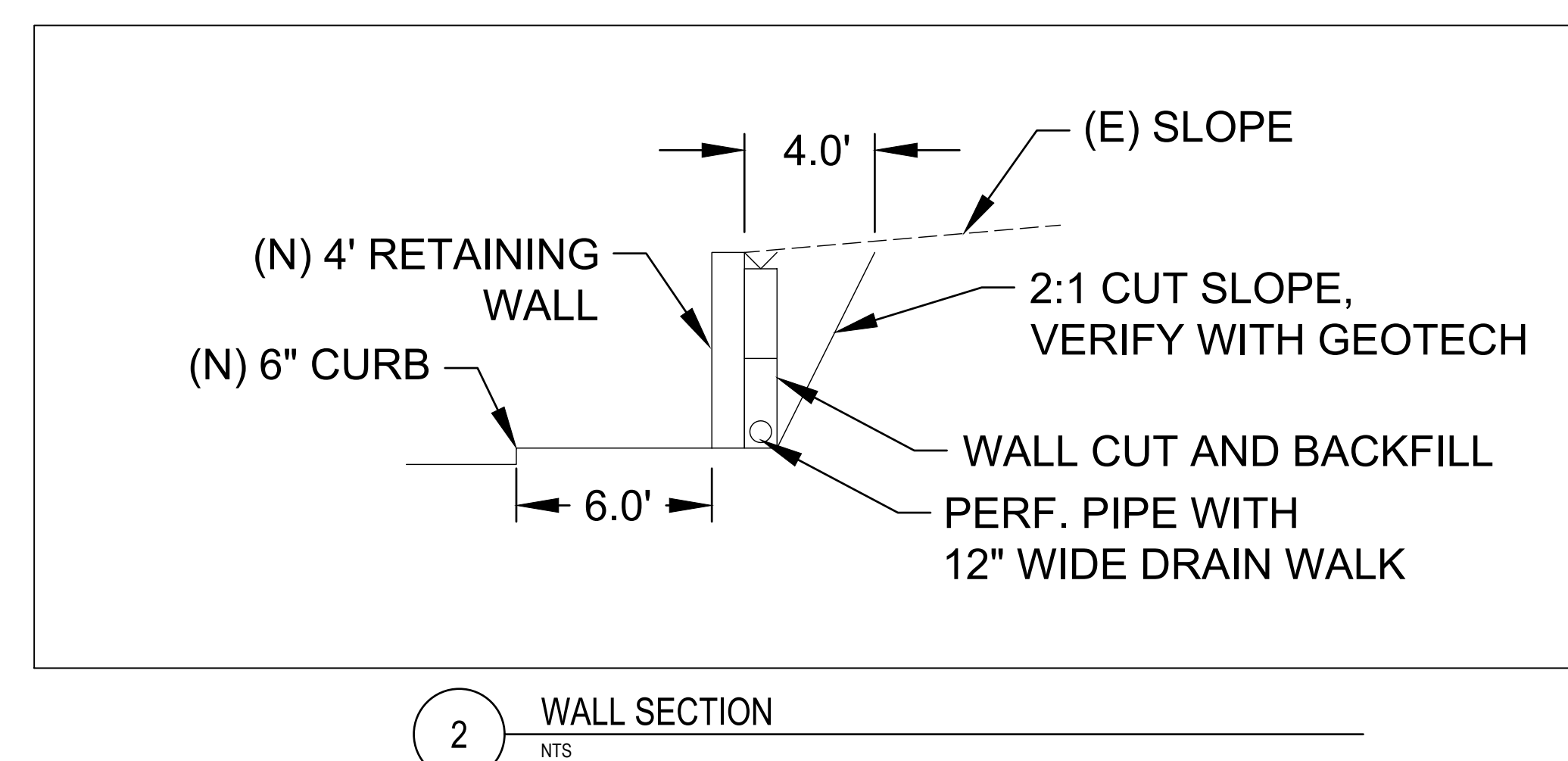
New Retaining Wall within Public Right of Way.



1 GRADING PLAN DETAIL
SCALE: 1" = 10'

Existing Utility Pole Location

New Utility Pole Location



2 WALL SECTION
NTS

THE EXISTING INFORMATION SHOWN ON THESE PLANS IS PER THE SURVEY COMPLETED BY:
LUK AND ASSOCIATES
788 ALFRED NOBEL DRIVE
HERCULES, CA 94547
(916) 724-8388
DATED: 11/22/2022
THE CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS AND CONTACT THE ENGINEER IF DISCREPANCIES ARE NOTED.

UTILITY STATEMENT
LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE BEEN TAKEN FROM DRAWINGS AND FIELD LOCATES SUPPLIED BY THE APPROPRIATE UTILITY COMPANIES. UTILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH UTILITY.

9	PERMIT / ZONING RESUBMITTAL	03-21-2024
8	FOR BID	12-06-2023
7	PERMIT / ZONING RESUBMITTAL	11-27-2023
6	FOR PERMIT	07-26-2023
5	ZONING RESUBMITTAL	06-28-2023
4	ZONING APPLICATION SET	02-08-2023
No.	Description	Date
Document Release		

Sheet Name
**CIVIL SITE &
GRADING PLAN**

CEI # 222902
Dwn:J Odeh/tpw Chk:R Barro

Sheet Number

C3.0

JOB # 674300



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STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Elizabeth Wada, Senior Civil Engineer, ewada@belmont.gov
Nisha Patel, Public Works Director, npatel@belmont.gov
Agenda Title: Annual Transportation and Mobility Update
Agenda Action: For Information Only

Recommendation

This is an informational item only; no action is required.

Strategic Focus Area

Infrastructure and Mobility

Background

Infrastructure & Mobility continues to be a *Strategic Focus Area*, as a part of the City's Strategic Plan. An objective of *Infrastructure & Mobility* is *Enhance Multi-Modal Transportation*, of which one of the initiative projects is the Parking and Traffic Safety Committee (PTSC). This committee identifies and addresses trends to inform traffic management and develop Mobility/Capital Plans. The City receives direct citizen requests on the needs within the community to further improve infrastructure.

Belmont's street network and topography present a unique set of challenges when planning for and maintaining a safe, accessible, and multimodal transportation system. Many residential streets are narrow, hilly, and constrained, making it difficult to accommodate the full range of community needs. Balancing on-street amenities like sidewalks and parking with accessibility, mobility, traffic calming, and maintenance requirements often involves trade-offs. These trade-offs must consider competing priorities, such as pedestrian safety, parking availability, traffic flow, and long-term infrastructure upkeep, all within limited physical space. The City continually works to evaluate these multifaceted challenges holistically to determine solutions that best support the overall safety and functionality of the community.

This report intends to provide Council and the community an update of the major activities that were performed as part of the PTSC, as well as highlight Public Works projects that have been completed, are in progress, or scheduled for the future.

Analysis

The Parking and Traffic Safety Committee (PTSC) is made up of members from Belmont Public Works, Belmont Police Department and the San Mateo Consolidated Fire Department, and continues to improve traffic and mobility safety via the policy focus founded on the three "E's": Engineering, Education and Enforcement. Each component is vital to having a successful system in place to improve traffic and mobility safety.



Our Public Works Department continues to resolve safety issues throughout the City, of which, many improvement opportunities are requested by the public through PTSC. The Public Works Department reviews on average 22 requests every year. Most requests, such as red curb refreshing or broken signage, can be handled by Public Works Operations, but others warrant full PTSC review to evaluate the request. These more complex improvements can be completed by Public Works or by incorporating into a complex development project or Capital Improvement Project.

Engineering

Traffic and Congestion Relief Strategies

The Public Works Department is leading efforts to make it easier, safer, and more efficient for everyone to get around Belmont. These initiatives aim to reduce congestion, improve traffic flow, and enhance transportation infrastructure while supporting the City's 2035 General Plan, Belmont Village Specific Plan, Pedestrian and Bicycle Plan, and broader goals for sustainability and mobility.

Key Strategies include the following:

1. **Signal Timing Optimization** – Adjusting traffic signals to improve traffic flow and reduce delays at key intersections.
2. **Traffic Calming Measures** – Installing features like speed tables, roundabouts, and curb extensions to slow down traffic and improve safety in neighborhoods.
3. **Expanding Transportation Options** – Supporting biking, walking, and transit use by building better connections and safer infrastructure.
4. **Safe Routes to School** – Improving crosswalks, sidewalks and bicycle infrastructure where possible to help travel safely to and from school.
5. **Public Transit Coordination** – Partnering with SamTrans and Caltrain to enhance transit accessibility and service.
6. **Smart Transportation Technology** – Exploring tools like adaptive signal control, and real-time traffic monitoring to manage traffic more effectively.
7. **Transportation Demand Management (TDM)** – Collaborating with local employers and new development to reduce peak-hour traffic by promoting carpooling, remote work, and flexible work hours.

Regional Collaboration

Recognizing that traffic challenges don't stop at city borders, Belmont continues to work closely with neighboring communities and regional agencies to find shared solutions that improve mobility across the broader area.

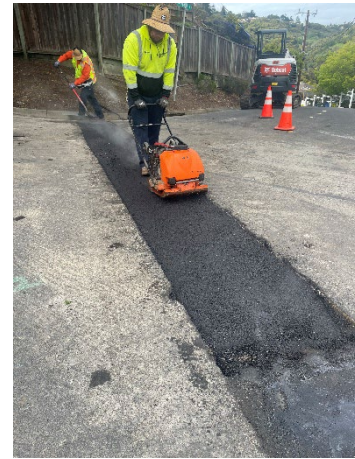
Operations and Maintenance

While Committee requests are addressed throughout the year, much of the important work happens behind the scenes. Our dedicated Streets and Traffic Operations teams work year-round to keep our roadways safe, functional, and well-maintained for everyone. Some of the key improvements made in 2024 include:

- Refreshed:
 - 3,861 linear feet of red curb



- 1 crosswalk in a School Zone
- Replaced:
 - 33 regulatory signs
 - 15 warning signs
 - 15 guide signs/street signs
- Repaired 60 potholes
- Crack Sealed 13,950 linear feet of pavement
- Installed:
 - 198.5 tons of asphalt
 - Three ADA Ramps, sidewalk, curb and gutter
 - Two Class III bike facility “sharrows”



Additional accomplishments in 2024 include a range of efforts aimed at enhancing safety, improving infrastructure, and supporting community mobility. These include:

1. Completion of the 2024 Slurry Seal Pavement Project.
2. Ongoing construction of the 2023 Pavement Rehabilitation Project.
3. Construction for the Ralston Avenue Cabinet Relocation Project began on October 21, 2024, with project completion expected in Fall 2025.
4. Design advancement of:
 - Belmont Village HAWK Crossing Project
 - Belmont Village Bike and Pedestrian Project
 - 2025 Pavement Rehabilitation Project
5. Advancing the design and pursuing grant funding for Alameda de Las Pulgas Corridor Project.
6. Policy and Plan Updates (part of the *Enhance Multi-Model Transportation* objective):
 - Traffic Calming Policy – approved July 9, 2024
 - Transportation Master Plan – applied for the Caltrans Sustainable Transportation Planning Grant in January 2025
 - Five-Year Pavement Plan – update completed in April 2024



7. Regional Project Participation
 - SMCTA 101 Corridor Connect Mid-County Multimodal Strategy
 - El Camino Real Mid-County Transit and Multimodal Corridor Plan
 - Grand Boulevard Initiative (GBI)
8. Worked on the biennial Pavement Management Technical Assistance Program (P-TAP) for Belmont's pavement condition assessment.
9. Advancement of complex private developments that incorporate frontage improvements – such as bike lanes, City standard driveways, sidewalks, curb and gutter – to enhance public safety and mobility in conjunction with new development. This aligns with General Plan Policy 3.1-5, which requires new developments to contribute their fair share towards improvements for all modes of travel.
10. Coordination of small private residential construction projects replacing and installing sections of sidewalk pursuant to the City adopted MTC's Complete Street's Policy and City's Sidewalk Installation Policy.

The remaining key objective under the *Strategic Focus Area to Enhance Multi-Model Transportation* is the development of a comprehensive Transportation Master Plan. This plan will serve as a long-range blueprint to guide how the City manages future growth, addresses traffic congestion, and supports safe, efficient, and sustainable mobility for all transportation modes, and will provide a framework to coordinate infrastructure investments, improve connectivity, and enhance access for pedestrians, cyclists, transit riders, and drivers alike. To support this effort, Public Works submitted a grant application to the Caltrans Sustainable Transportation Planning Grant Program on January 22, 2025, positioning the City to pursue external funding to advance this critical initiative.

Public Works is committed to supporting the community's mobility needs by advancing projects that make it easier and safer for everyone to get around, whether walking, biking, driving, or taking transit. All projects will remain focused on addressing mobility gaps, including bike and pedestrian improvements/connectivity and upgrading non-standard sidewalks. Guided by City Council's priorities and shaped by community input, the department continues to implement improvements identified in the Pedestrian and Bicycle Master Plan, the Ralston Avenue Corridor Study and Improvement Plan, and the Alameda de las Pulgas Transportation Safety Plan. These efforts reflect the City's goal of creating more connected, inclusive, and people-friendly streets that serve all users.

Education

Public Works regularly shares updates on street improvements through the City's social media channels to keep the community informed about ongoing and upcoming projects. For transportation initiatives that have broader impacts, like the Traffic Calming Policy, staff connect with the community through presentations at Bicycle and Pedestrian Advisory Committee (BPAC) meetings, City Council, and the more informal Public and Traffic Safety Committee (PTSC) meetings. These smaller gatherings offer a welcoming space for residents to ask questions, share feedback, and learn about how transportation decisions are made. Outreach for these meetings includes social media posts and mailed postcards to ensure all interested residents have a chance to participate and make their voices heard.



On the public safety side, the Police Department's dedicated traffic team focuses on keeping the community safe through both education and enforcement of traffic laws. Officers take time during stops and events to talk with drivers about the importance of safe driving practices, like avoiding distractions, using seat belts, and staying sober behind the wheel. These conversations are part of a broader effort to raise awareness, supported by outreach through social media, community events, and everyday conversations. The more engaged the community is, the safer our streets become for everyone.

San Mateo Consolidated Fire also plays an important role in community education, offering year-round programs focused on safety and prevention. From the Youth Fire Setter intervention program to Wildland-Urban Interface campaigns and public safety training sessions, these efforts aim to build awareness, reduce fire risks, and help protect homes, especially in the hillside areas of Belmont. These programs are designed with the community in mind, helping residents stay informed and prepared.

Enforcement

The Belmont Police Department plays a vital role in promoting traffic safety through both education and enforcement. While the dedicated traffic team leads many of these efforts, all patrol officers actively contribute to enforcing traffic laws as part of their daily patrols. The department combines its deep knowledge of Belmont's streets with valuable input from residents to identify areas of concern. This partnership with the community is essential in shaping focused enforcement efforts and identifying Traffic Hotspots.

One of the key tools used is directed traffic enforcement, which allows officers to concentrate on specific areas across the city over time, with the goal of improving driver behavior and raising awareness. In support of these efforts, the Police Department received a grant from the California Office of Traffic Safety in late 2024. This funding helps continue initiatives aimed at reducing DUI-related crashes and improving safety for cyclists, important steps toward making Belmont's streets safer for everyone.

Over the course of 2024, the Police Department has performed the following:

- 2,137 traffic stops
- 338 directed traffic enforcements
- Issued:
 - 629 moving citations
 - 127 written warnings
 - 1,751 other citations*
 - 212 criminal citations

*Administrative, code enforcement, and parking citations

In response to Assembly Bill 413, Belmont Police Department has begun with education before moving into enforcement, focusing on schools and areas with higher pedestrian activity. The goal is to raise awareness and help the community adjust to the new requirements. The Police Department will continue partnering with Public Works to share information and provide ongoing outreach and education about the new law.



Alternatives

1. None.

Attachments

- A. "Annual Mobility Update" PowerPoint

Fiscal Impact

☒ No Fiscal Impact

Receiving the annual transportation and mobility update has no direct fiscal impact. Capital improvement program (CIP) projects related to transportation and mobility are incorporated as part of the five-year CIP plan.

☐ Funding Source Confirmed:

Source:

Staff

Purpose:

Council Vision/Priority

Public Outreach:

Posting of Agenda



STAFF REPORT

Meeting Date: April 22, 2025
Agency: City of Belmont
Staff Contact: Laura Russell, Deputy Community Development Director, lrussell@belmont.gov
Agenda Title: Amendments to Regional Commercial (RC) Zoning District
Agenda Action: Discussion & Direction

Recommendation

Provide direction on amendments to the Regional Commercial Zoning District Designation, and direct staff to proceed with the amendments and associated environmental review.

Strategic Focus Area

Economic Development and Housing

Background

When the Belmont General Plan was updated comprehensively in 2017, one of the substantive updates was the introduction of the Regional Commercial (RC) Land Use Designation east of Highway 101. The Regional Commercial Zoning District is meant to encourage community-serving retail and services; visitor- and retail-service auto-oriented commercial office uses, such as lodging, service stations, car dealerships, and commercial office uses. Some light industrial and research and development (R&D) uses may also be permitted. Housing is not a permitted use in this zone.

Since adopting the RC Zoning District, the City has seen a shift in development interest from retail and visitor-serving uses to office/research and development (R&D) uses for properties east of Highway 101. In 2023, the City saw significant interest in R&D uses in the RC District that exceeded the floor area ratio (FAR) and height restrictions in place, but that could promote General Plan goals related to economic development, employment growth, community benefits, as well as the City Council's strategic goals. The City began a process to revise the RC Zoning District in response to market interest and economic development goals.

On [June 27, 2023](#), the City Council received a presentation and provided feedback related to amendments to the RC District. The Council generally supported the proposed approach of increasing FAR and height by creating tiers. The current standards would remain in place as a "base" and increased intensity could be considered through a rezoning process into a higher tier. A community benefits process would accompany the rezoning into a higher tier. Additionally, the Council requested additional information related to biosafety levels associated with R&D facilities. On [September 26, 2023](#), the Council received a special presentation on R&D/life science uses and biosafety levels from Biocom California, a trade association for life science businesses.

Since the topic of community benefits associated with development projects is integral to both the RC



Zoning District amendments and Harbor Industrial Area (HIA) Specific Plan, staff provided an update to the Council on [February 25, 2025](#) on the community benefits implementation strategy. The Council adopted a resolution identifying community benefits priorities and reaffirmed the approach of individually negotiated development agreements for community benefits implementation.

During 2024, the larger market for office and R&D began to slow down significantly. With the slowdown of the commercial real estate market and high vacancy rates for office and R&D, many developers reassessed their projects in the last year. Several projects in Belmont have been withdrawn or put on hold, including the Island Parkway Life Sciences Campus (BioMed Realty project at Island Parkway and Clipper Drive) in the RC District. However, the project at [1301 Shoreway](#) is proceeding through the entitlement process as a Planned Development with its own environmental review.

Analysis

Proposed Approach to Zoning Amendments

Based on the City Council's past direction, staff has developed a zoning framework for the RC District for City Council consideration. The existing RC District standards would provide the foundation of the "RC-1 District", and a new "RC-2 District" would be created with more permissive standards. Both districts would be codified in the Zoning Ordinance. All existing RC District properties would be brought into the new RC-1 District as a starting point. If a developer/property owner wanted to apply the RC-2 standards to their property, they would need to apply for a zoning map amendment (rezoning) to change from RC-1 to RC-2. This process would be a legislative action, requiring a public hearing by the Planning Commission, followed by City Council consideration at two meetings. As part of this legislative process, City staff would work with the applicant to develop a community benefits package consistent with Council's February 25, 2025 direction. The community benefits package would then be included in a Development Agreement that would be approved as part of the entitlements for the project.

Key aspects of the proposed zoning amendments for Council's consideration include the following:

- **Organization:** The Zoning Ordinance would be reorganized for clarity and simplicity. Similar to the City's efforts in other sections of the Zoning Ordinance, development standards would be moved from sentences into tables for ease of understanding. Language would be simplified and modernized.
- **Existing Development Rights:** The RC-1 District would have the same FAR and height as the existing RC District. Existing property owners would not lose any property rights they already have related to intensity of development.
- **Land Uses:** The permitted uses would remain substantially the same, except it would be clear that R&D uses are permitted. Biosafety levels and performance standards would be added (discussed later in this report).
- **Floor Area Ratio (FAR):** The RC-1 District FAR would remain at the existing standard of 1.8. The proposed FAR in the RC-2 District with provision of community benefits is 3.0.
- **Height:** The RC-1 District height would remain at 55'. Staff proposes that the RC-2 District height be limited to 225' with provision of community benefits. For context, the height of the proposed BioMed Island Parkway Life Sciences Campus was 208' for the tallest building. The tallest existing Oracle building in Redwood Shores is approximately 225'. In the southern portion of the



RC District closest to the San Carlos Airport, height is further limited by the Airport Land Use Compatibility Plan and FAA. Please see Attachment 1 for an illustration of the airport height limit.

- **Hotels:** Similar to the approach the City Council supported for hotels in the Corridor Mixed Use (CMU) District, development standards for hotels would be treated separately from other land uses. The development standards would be more permissive in the RC-1 District than they are today to encourage these uses.
- **Automotive Dealerships:** Following the logic applied to hotels, and recognizing the fiscal benefit of automotive dealerships, these uses would have unique development standards in the RC-1 District that are more permissive than the current standards.
- **Existing Planned Developments:** Some of the commercial properties on the east side of Highway 101 have existing Planned Development zoning, meaning that they have unique development standards and uses that apply only to that property. Staff would analyze these properties and make a recommendation on whether they should be rezoned into the RC-1 District to simplify future development potential. The residential Planned Development-Zoned properties in the Island Parkway/Clipper Drive area would remain unchanged.

Biosafety Levels

The Centers for Disease Control and Prevention (CDC) and the National Institutes of Health (NIH) established criteria for four levels of containment in a laboratory environment called Biosafety Levels (BSLs). These criteria consist of combinations of laboratory practices and techniques, safety equipment, and laboratory facilities to protect personnel, the environment, and the community from potential hazards associated with working with biological agents. Each combination is specifically appropriate for the operations performed, biological materials to be used, and the laboratory function or activity.

As described above, the City Council discussed biosafety levels at previous meetings on June 27, 2023 and September 26, 2023. The Council expressed an interest in understanding what other cities on the Peninsula are doing related to biosafety levels and also expressed an interest in applying performance standards similar to the example from the City of Fremont discussed on June 27, 2023.

Biosafety Level 1 (BSL-1) requires minimal safety precautions and can be found in places like municipal water testing facilities, high schools, and community colleges. BSL-2 labs require measures like restricted access, hand and eye washing stations, and personal protective equipment. Examples of BSL-2 labs include educational institutions and commercial research facilities working with infectious agents. BSL-1 and BSL-2 are allowed in neighboring cities, including San Carlos and downtown Redwood City. Staff recommends allowing BSL-1 and BSL-2 as permitted uses in the RC-1 and RC-2 Zoning Districts.

In BSL-3 labs, researchers perform experiments in biosafety cabinets that use carefully controlled air flow or sealed enclosures to prevent inhalation. BSL-3 labs require more physical infrastructure and pre-planning than BSL-2 labs because they require features such as highly controlled access, specialized airflow systems, and dedicated exhaust systems to decontaminate air. BSL-3 facilities will typically have to be designed and built for that purpose; it is usually infeasible to convert BSL-2 labs to BSL-3 because of the physical infrastructure required. Many BSL-3 labs are located at universities or government institutions and may be located at some hospitals. It is useful to recognize that BSL-3 labs have both



physical and operational requirements. Commercial BSL-3 labs may operate like BSL-2 labs the majority of the time and only ramp up to BSL-3 operations when the stage of the experiment requires it. In other words, many labs may be physically built to the BSL-3 standard but only operate at a BSL-3 level occasionally, when the research work requires it. Staff recommends creation of an administrative permitting process for BSL-3 operations to provide some oversight and coordination with the City. This permitting process would be developed by staff and included with the Zoning Code amendments to the RC District.

BSL-4 is the highest level of biosafety, used for the most dangerous agents. There are a limited number of these facilities world-wide, typically at government institutions. BSL-4 is recommended to be a prohibited use in the RC-Districts.

In summary, staff recommends BSL-1 and BSL-2 be permitted uses in the RC-1 and RC-2 Zoning Districts. Performance standards would apply, but there would not be an entitlement, such as a conditional use permit, to operate BSL-1 and BSL-2 facilities. BSL-3 facilities would be subject to a special administrative permit for BSL-3 operations. BSL-4 facilities would not be allowed.

Environmental Review

When the City Council discussed RC District amendments in 2023, there were active applications that would benefit from the proposed zoning changes, but each project would have been required to have its own environmental review under the California Environmental Quality Act (CEQA). As the market has changed, staff has reevaluated the approach to the CEQA review. Staff recommends that the City think of this period of market uncertainty as an opportunity to prepare for the future. When the market strengthens for Office/R&D on the Peninsula in the coming years, Belmont will benefit from having clear regulations with CEQA review already completed.

Staff therefore recommends completion of a Program Environmental Impact Report (EIR) for the changes to the RC District. This approach will streamline future developments, as CEQA allows future projects to rely on a previous Program EIR. Future CEQA analysis of individual projects would be limited, saving valuable time and expenses. A Program EIR is expected to cost approximately \$200,000. This approach requires the City to pay for the cost of completing the EIR upfront; however, it will be possible to implement a mechanism for future applicants to reimburse their share of the cost of the EIR when they come forward with a project. It is important to note that the timeline for repayment of the cost of the EIR is not known at this time and will depend on the market and pace of development.

Next Steps

Staff proposes the following next steps for City Council's consideration:

- Staff would solicit a proposal for a Program EIR from one of the CEQA consultants that the City has already prequalified.
- Staff would return to the City Council for approval of the contracts for CEQA services and consultant services to complete the amendments.
- The preparation of the EIR is expected to take 12-18 months.



- While the EIR is being prepared, the staff and consultant team would prepare the formal amendments to the RC District based on the outline presented in this report as well as Council feedback.
- Community outreach would be conducted to get feedback on the proposed amendments, including the proposed height and FAR regulations.
- Public hearings before the Planning Commission and City Council would be scheduled to review the proposed changes.

Staff requests City Council feedback and direction on the proposed approach to the RC District amendments and associated CEQA review to guide the next steps in the process.

Alternatives

1. Provide alternative direction on amendments to the RC District

Attachments

- A. San Carlos Airport Land Use Compatibility Plan Height Limits

Fiscal Impact

☒ No Fiscal Impact

There is no direct fiscal impact associated with this action. Contracts for CEQA services and consultant services to complete the RC District amendments will be incorporated as part of the FY 2025-26 budget process and subject to Council approval.

☐ Funding Source Confirmed:

Source:

Staff

Purpose:

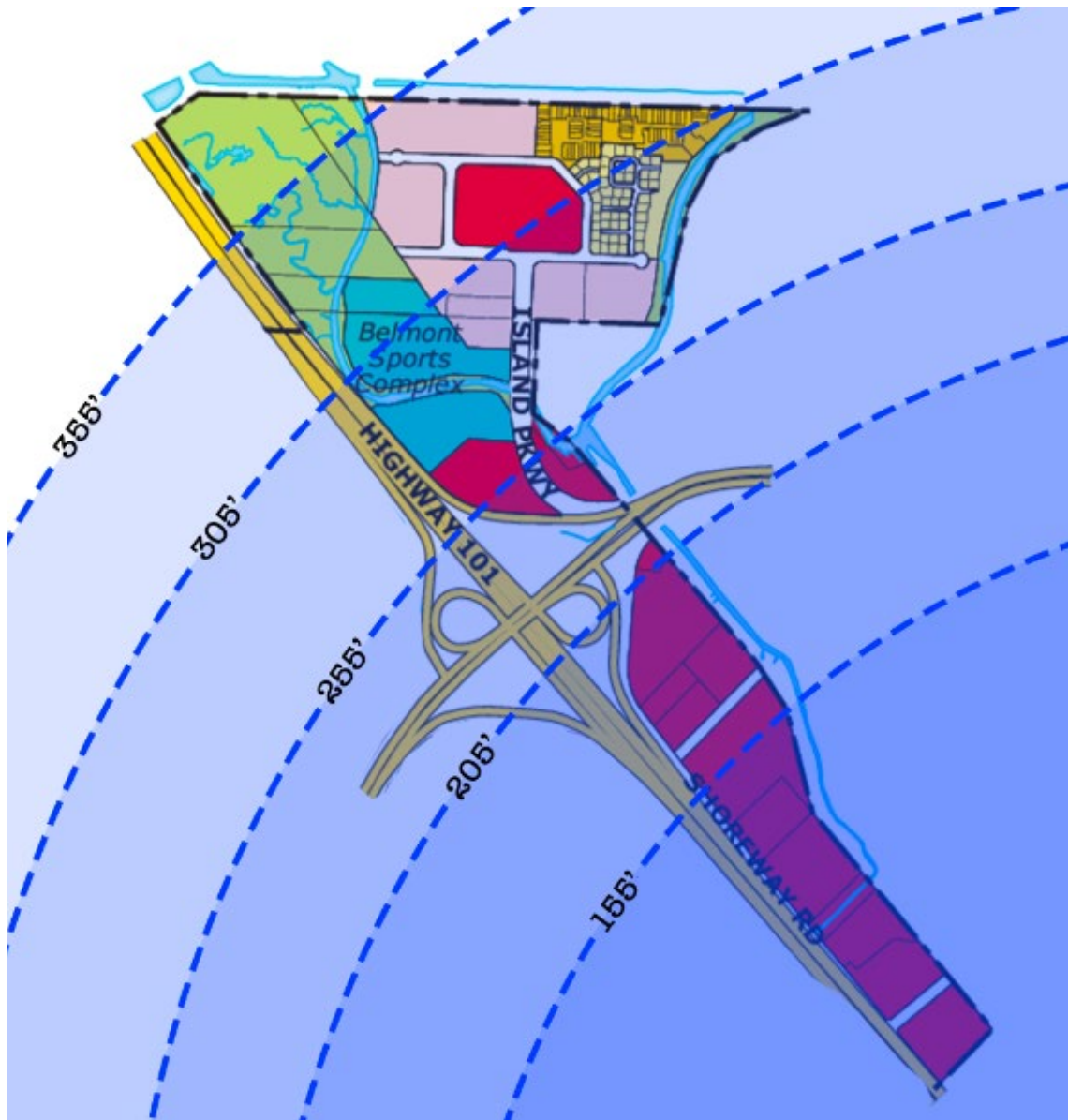
Council Vision/Priority

Public Outreach:

Posting of Agenda

San Carlos Airport Land Use Compatibility Plan Height Limits

Excerpt of the General Plan Map with an overlay showing the maximum height limit allowed by the San Carlos Airport Land Use Compatibility Plan. Proposed amendments would be applied to the Office Commercial and Regional Commercial designations.



Office Commercial

Regional Commercial