

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



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**CITY COUNCIL REGULAR MEETING AGENDA**

**Tuesday, September 13, 2022**

**7:00 PM**

City Council Chambers

City Hall, One Twin Pines Lane, Belmont, California

**TELECONFERENCE PARTICIPANTS**

Some Members may Participate Virtually

Being held under Gov. Code 54953(e)

The meeting will be broadcast live to Belmont residents on Comcast Cable Channel 27, streamed live via the City's website at [www.Belmont.gov](http://www.Belmont.gov). The public may also attend the meeting in the City Council Chambers and address the council from the chambers. Social distancing must be practiced, and seating will be limited.

**PUBLIC COMMENT:**

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

For dial- in comments, call \*67 1-(669) 900-6833 (your phone number will appear on the live broadcast if \*67 is not dialed prior to the phone number), enter Meeting ID: 95745673035, and press \*9 to request to speak. All public comments are subject to a 3-minute time limit unless otherwise determined by the Mayor.

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

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE**

**A. Virtual Meetings in September**

*Recommendation:* Adopt a resolution finding that the COVID-19 statewide emergency remains in effect and that state and local officials continue to recommend measures to promote social distancing and directing the Council's Citizen Advisory Bodies to make consistent findings

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)

**3. REPORT FROM CLOSED SESSION**

**4. SPECIAL PRESENTATIONS**

**A. Presentation of Funds by Assemblymember Mullin for the Alameda de las Pulgas Corridor Project**

**B. Proclamation Honoring Michelle Green Retiring Belmont Redwood Shores School District Teacher**

**C. Proclamation Designating September 2022 as Suicide Prevention Month**

**5. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

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

**6. COUNCILMEMBER ANNOUNCEMENTS**

**7. CONSENT BUSINESS**

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

**A. Approval of Meeting Minutes**

*Recommendation:* Approve Minutes as Presented

*Attachment(s):*

[Meeting Minutes of Special and Regular Meeting - March 8, 2022](#)

**B. Monthly Financial Reports - June 2022**

*Recommendation:* Motion to receive Monthly Financial Reports

*Attachment(s):*

[Monthly Financial Reports - June 2022.pdf](#)

**C. Resolution in Support to Reopen the Sutter Health Michaelson Therapy Pool**

*Recommendation:* Adopt a resolution of support to reopen the Sutter Health, Mack E. Mickelson Arthritis and Rehabilitation Center Therapy Pool for community use at the Mills Health Center in San Mateo, with the same open access hours that were in place prior to January 2020

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)

**D. Non-Essential Services Winter Holiday Closures for Fiscal Years 2022/23 through 2024/25**

*Recommendation:* Adopt a resolution, approving winter Holiday Closures for the periods December 26, 2022 through January 2, 2023; December 25, 2023 through January 1, 2024; and December 25, 2024 through January 1, 2025, inclusive

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)

**E. City Vehicle Purchases for Fiscal Year 2023**

*Recommendation:* Adopt a resolution authorizing the City Manager to execute a contract for the acquisition of three Public Works trucks, one Parks and Recreation transit van, one Police vehicle and associated equipment for all vehicles for a total amount not to exceed \$585,000

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)  
[Attachment B](#)

**F. 2023 Sewer Rehabilitation Project - Design Services**

*Recommendation:* Adopt a resolution authorizing the City Manager to execute a Task Order with Schaaf and Wheeler Consulting Civil Engineers for an amount not to exceed \$130,690 for 2023 Sewer Rehabilitation Project

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)

**G. Ralston Corridor Improvement Project - Segment 3 Notice of Completion**

*Recommendation:* Adopt a resolution accepting work and authorizing the issuance of a Notice of Completion for the Ralston Corridor Improvement Project – Segment 3, City Contract Number 2020-589, for a final contract cost of \$2,252,285

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)

**H. JPW Communications Strategic Communications Services**

*Recommendation:* Adopt a resolution authorizing the City Manager to execute Amendment 1 to Task Order No. 2 with JPW Communications to provide support services for the City's 2020-2025 Strategic Communications Plan implementation in an amount of \$24,000, for a total not-to-exceed amount of \$78,000

*Attachment(s):*

[Staff Report](#)  
[Resolution](#)

**I. San Juan Pump Station Slope Repair Project Rejection of All Bids, CCN 2019-579**

*Recommendation:* Adopt a resolution rejecting all bids received for the San Juan Pump

Station Slope Repair Project, City Contract Number 2019-579

*Attachment(s):*

[Staff Report](#)

[Resolution](#)

- J. Service Agreement Amendment No. 1 with 4 Leaf, Inc. for Building Inspection Services**  
*Recommendation:* Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Service Agreement with 4 Leaf, Inc to provide building inspection services in the amount of \$99,910 for a total not-to-exceed amount of \$149,865

*Attachment(s):*

[Staff Report](#)

[Resolution](#)

[Service Rates](#)

[Task Order for Belmont Inspection Services](#)

[City of Belmont - SOQ](#)

## 8. PUBLIC HEARINGS

- A. General Plan Amendment & Conceptual Development Plan (CDP) Amendment – 401 Island Parkway (APN 040-360-260)**

*Recommendation:*

1. Consider Planning Commission recommendations.
2. Conduct Public Hearing.
3. Adopt a resolution amending Belmont's General Plan Land Use Diagram (i.e., Figure 2-4 of the Belmont General Plan) to change the land use designation for the property located at 401 Island Parkway (APN 040-360-260) from Office Commercial (COM-O) to Regional Commercial (COM-R)
4. Introduce an ordinance amending the Conceptual Development Plan (CDP) for 401 Island Parkway to allow research and development laboratory, life sciences, and related light industrial uses subject to several limitations, subject to conditions of approval. (First Reading of Ordinance)

*Attachment(s):*

[401 Island Parkway Staff Report.pdf](#)

[PC Resolution - GPA](#)

[PC Resolution - CDP Amendment](#)

[General Plan Amendment Resolution](#)

[CDP Amendment - RZ](#)

[Applicant Project Description](#)

[Oracle Development Agreement & CDP-DDP Docs](#)

## 9. GENERAL BUSINESS

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

- A. Review Solid Waste Rate Application and Revise Maximum Rates for Collection Services for 2023**

*Recommendation:* Adopt a resolution stating the City of Belmont's intent to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services effective January 1, 2023, and set a Public Hearing date for

November 22, 2022

*Attachment(s):*

[Staff Report](#)

[Resolution](#)

[Attachment B](#)

[Attachment C](#)

**10. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF**

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

Verbal report from City Manager

**11. MATTERS OF INTEREST/CLARIFICATION**

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

**12. ADJOURNMENT**

If you need assistance to participate in this meeting, please contact the City Clerk at (650) 595-7413. The speech and hearing-impaired may call (650) 637-2999 for TDD services. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Meeting information can also be accessed via the internet at: [www.belmont.gov](http://www.belmont.gov). All staff reports will be posted to the web in advance of the meeting, and any writings or documents provided to a majority of the City Council/District Board or Commission regarding any item on this agenda will be made available for public inspection in the City Clerk's Office, One Twin Pines Lane, during normal business hours and at the Council Chambers at City Hall, Second Floor, during the meeting.



# STAFF REPORT

**Meeting Date:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Scott Rennie, City Attorney  
**Agenda Title:** Virtual Meetings in September  
**Agenda Action:** Resolution

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## **Recommendation**

Adopt a resolution finding that the COVID-19 statewide emergency remains in effect and that state and local officials continue to recommend measures to promote social distancing and directing the Council's Citizen Advisory Bodies to make consistent findings.

## **Strategic Focus Area**

Fiscal and Organizational Sustainability

## **Background**

Governor Newsom proclaimed a state of emergency on March 4, 2020, in response to the COVID-19 pandemic and subsequently issued a series of Executive Orders (N-25-20, N-29-20, and N-08-21) that effectively suspended certain provisions of the Brown Act governing the use of teleconferencing by local legislative bodies and allowed them to hold fully virtual meetings. The Brown Act was subsequently amended by enactment of AB 361 in 2021 to include new requirements for holding fully virtual meetings during a state of emergency proclaimed by the Governor.

The Brown Act, in Government Code Section 54953(b)(3), typically requires a city legislative body that this uses teleconferencing to: (1) post agendas at all teleconference locations from which members will participate, (2) identify each location in the notice and agenda of the meeting or proceeding, (3) make teleconference location accessible to the public and (4) maintain at least a quorum of the members of the legislative body in locations within the boundaries of the city. Under Government Code Section 54953(e) as amended by AB 361, fully virtual meetings are allowed without complying with these requirements during a proclaimed state of emergency if either:

1. State or local officials have imposed or recommended measures to promote social distancing;
- or,
2. The legislative body determines by majority vote that as a result of the emergency meeting in person would present imminent risks to the health or safety of attendees.

After the initial teleconferenced meeting the legislative body must reconsider the state of emergency and determine whether either of the above circumstances continue every 30 days in order to continue to teleconference without complying with the requirements in section 54953(b)(3) listed above.

The City Council found both circumstances listed both existed and began holding fully virtual public



meetings on September 28, 2021. The Council reconsidered findings at least every 30 days between September 28, 2021 and March 8, 2022 and affirmed both findings. On April 26, 2022, the Council found that state and local officials have imposed or recommended measures to promote social distancing.

The current San Mateo County Health Officer order related to COVID-19 issued on February 16, 2022, remains in effect and advises that individuals should continue to follow guidance released by the United States Department of Health & Human Services (“HHS”) including their sub-agency United States Centers for Disease Control and Prevention (“CDC”), the United States Environmental Protection Agency (“EPA”), California Department of Public Health (“CDPH”), and California Department of Social Services (“CDSS”).

On February 25, 2022, Governor Newsom lifted many of his previous emergency order’s related to COVID-19 and left in place critical measures that support the state’s ongoing response and recovery efforts. By mid-March 2022, transmission and hospitalize rates were low and stable and the circumstances appeared appropriate to transition back to in-person meetings. However, since then transmission and case rates have been steadily rising.

On April 13, 2022, California Public Health Officer Dr. Tomás J. Aragón issued a statement noting that the rising transmissions “underscores the need for Californians to remain vigilant and protect themselves and their communities by getting vaccinated and boosted.” At this time, a vaccine has not been approved for children under 5 years.

On May 6, 2022, the chief of San Mateo County Health, Louise Rogers issued a statement encouraging the public “to take the important actions we can to protect ourselves and our loved ones” in response to increasing COVID-19 transmission in the community and rising COVID-19 hospitalizations. On May 23, 2022, the chief issued a statement noting that community transmission was high and raising and urging people to take protective safety projections against the continued increase in COVID-19 case transmission test positivity and hospitalization.

In June, July and the beginning of August, 2022, COVID-19 transmission and community levels were high in San Mateo County and but since have fallen. As of September 7, 2022, the CDC assessed the COVID-19 community levels in San Mateo, San Francisco, Alameda, San Joaquin, Santa Clara, Santa Cruz and Contra Costa counties as low, but community levels were medium in Sacramento, Solano, Napa, Sonoma, and Marin Counties and high in Stanislaus County. The CDC continues to recommend that individuals who are not up to date on COVID-19 vaccinations stay six feet apart from other people in indoor public places. The CDC also continues to advise regardless of community transmission level that physical distancing along with other risk-reduction measures will help reduce the chances of spreading COVID-19 and especially recommends physical distancing when levels are medium or high. <https://www.cdc.gov/coronavirus>.

The current emergency COVID-19 regulations of the California Department of Industrial Relations Division Occupational Safety and Health (Cal/OSHA) require employers to inform employees that strategies to decrease the spread of COVID-19 are most effective when used in combination including physical distancing. (California Code of Regulations Title 8, Section 3205). [COVID-19 Prevention Emergency Temporary Standards](#)



### **Analysis**

Transmission rates of COVID-19 have presently declined, however the risk of COVID-19 variants which continue to emerge are still unknown. COVID-19 remains a significant public health hazard, particularly for unvaccinated individuals and continues to spread and impact nearly all parts of city operations.

Reducing the circumstances under which people come into close contact remains an important component of Belmont’s COVID-19 response strategy. However, the open nature of public meetings makes it difficult to enforce compliance with vaccination, physical distancing, masking, cough and sneeze etiquette, or other safety measures. Meetings of the city’s legislative bodies incur indoors for sustained periods of time which increases the risk to members of the legislative bodies and attending members of the public to Delta variant transmission and infection. In addition, the non-emergency teleconferencing requirements of the Brown Act do not provide a safe alternative for legislative body members who may be at high risk of infection or are susceptible to more severe illness as a result of infection because those rules require that the public be allowed to attend at the teleconference location.

Staff concludes that the Council may reasonably find, based on the available public health information pertaining to COVID-19, that meeting in person by the city’s legislative bodies at this time would present imminent risks to the health or safety of attendees. Staff also concludes that the Council may also reasonably find, as an independent basis for continuing virtual meetings, that the County Health Officer recommends individuals follow CDC guidance which continues to encourage physical distancing as risk reduction strategy, and that CalOSHA continues to promote physical distancing as a prevention strategy in the workplace. Council may therefore find that state and local officials continue to recommend measures to promote social distancing in settings such as legislative body meetings.

### **Alternatives**

1. Take no action (in which case in-person meetings will resume)
2. Consider other findings

### **Attachments**

- A. Draft resolution

### **Fiscal Impact**

- No Fiscal Impact  
 Funding Source Confirmed:

### **Source:**

Staff

### **Purpose:**

Discretionary Action

### **Public Outreach:**

Posting of Agenda

## RESOLUTION NO. 2022 –

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT RECONSIDERING THE COVID-19 STATEWIDE EMERGENCY AS OF JULY 12, 2022, FINDING THAT STATE AND LOCAL OFFICIALS CONTINUE TO RECOMMEND MEASURES TO PROMOTE SOCIAL DISTANCING, AND DIRECTING THE COUNCIL’S CITIZEN ADVISORY BODIES TO MAKE CONSISTENT FINDINGS**

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WHEREAS, in response to the COVID-19 pandemic, Governor Newsom proclaimed a state of emergency on March 4, 2020, and the state of emergency remains in effect; and,

WHEREAS, the City Council made findings under Government Code Section 54953(e) and began holding fully virtual public meetings on September 28, 2021, and reconsidered those findings at least every 30 days between September 28, 2021 and March 8, 2022; and,

WHEREAS, the current San Mateo County Health Officer order related to COVID-19 issued on February 16, 2022, remains in effect and advises that individuals should continue to follow guidance released by the United States Department of Health & Human Services (“HHS”) including their sub-agency United States Centers for Disease Control and Prevention (“CDC”), the United States Environmental Protection Agency (“EPA”), California Department of Public Health (“CDPH”), and California Department of Social Services (“CDSS”); and,

WHEREAS, on February 25, 2022, Governor Newsom lifted many of his previous emergency order’s related to COVID-19 and left in place critical measures that support the state’s ongoing response and recovery efforts; and,

WHEREAS, by mid-March 2022, transmission and hospitalize rates were low and stable and the circumstances appeared appropriate to transition back to in-person meetings, however, since then transmission and case rates have risen; and,

WHEREAS, on April 13, 2022, California Public Health Officer Dr. Tomás J. Aragón issued a statement noting that the rising transmissions “underscores the need for Californians to remain vigilant and protect themselves and their communities by getting vaccinated and boosted”; and,

WHEREAS, On May 23, 2022, the chief of San Mateo County Health, Louise Rogers issued a statement noting that community transmission was high and raising and urging people to take protective safety projections against the continued increase in COVID-19 case transmission test positivity and hospitalization; and,

WHEREAS, as of August 30, 2022, the CDC assessed the COVID-19 community levels in San Mateo, San Francisco, Alameda, San Joaquin, Santa Clara, Santa Cruz and Contra Costa counties as low, but community levels were medium in Sacramento, Solano, Napa, Sonoma, and Marin Counties and high in Stanislaus County; and,

WHEREAS, the CDC continues to recommend that individuals who are not up to date

on COVID-19 vaccinations stay six feet apart from other people in indoor public places, and the CDC also continues to advise regardless of community transmission level that physical distancing along with other risk-reduction measures will help reduce the chances of spreading COVID-19 and especially recommends physical distancing when levels are medium or high; and,

WHEREAS, the current emergency COVID-19 regulations of the California Department of Industrial Relations Division Occupational Safety and Health (Cal/OSHA) require employers to inform employees that strategies to decrease the spread of COVID-19 are most effective when used in combination including physical distancing. (California Code of Regulations Title 8, Section 3205).

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

SECTION 1. The Council has reconsidered the circumstances of the state of emergency and finds that state and local officials continue to recommend measures to promote social distancing.

SECTION 2. The subordinately legislative bodies of the city, including the commissions and other citizen advisory bodies, are directed to make findings consistent with the findings herein unless the body finds new information which was not known and could not have been known with the exercise of reasonable diligence as of September 13, 2022 that would prevent a reasonable decisionmaker from making either of the findings in Section 1 or the Council directs otherwise. Any finding inconsistent with the findings in Section 1 is subject to review and vacation by the Council.

SECTION 3. The resolution is effective immediately.

\* \* \*

ADOPTED September 13, 2022 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

**Meeting Minutes of Special ad Regular Meeting of Belmont City Council and Belmont Fire Protection Board of Directors, Tuesday, March 8, 2022**

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

**CALL TO ORDER 5:30 PM**

**ATTENDED BY**

Councilmembers Lieberman, Stone, Hurt, McCune, Mates (all virtual via Zoom)

**ITEMS OF BUSINESS**

**PUBLIC HEARING**

**District Elections Map, At-Large Mayor, and Sequence of Elections**

City Attorney Rennie provided a background of the districting process as related to the City of Belmont. He explained that the City received a letter on July 30, 2021 from attorney Kevin Shankman representing the Southwest Voter Education Registration Project and its members alleging that the City's method of electing at-large councilmembers violates the California Voting Rights Act (CVRA). He noted that under the CVRA a plaintiff establishes that the at-large election method results in racially polarized voting and impairs the ability of a protected class to elect or affect the election of their preferred candidate. He noted that the cases are difficult to defend, and no city has been successful in litigating the cases and are required to pay exorbitant attorney fees.

He briefly summarized the timeline of moving from at-large to district elections. He noted that the districting process needs to be complete by April 12, 2022 as obligated by Mr. Shenkman's suit. He explained that the San Mateo Registrar or Voters requires the adopted maps by April 18<sup>th</sup>.

Mr. Rennie explained that the Council held numerous public meetings and has before them draft maps to select a final map which will establish council election districts. He further explained that the council should determine the term of the elected mayor and whether the first mayoral election is in November 2022 or 2024, and which district seats will be up for election in November 2022 and 2024.

Mr. Chaffee, City Demographer, Redistricting Partners, provided an overview of the districting principles for Council consideration while determining Belmont's districts. He stated that community participation resulted in over fifty map submissions with common community interests. He presented the draft maps and explained that the final map requires a seven-day public inspection before the final vote. He noted that the final map may not be amended and due to the timeline, a final map should be agreed on at tonight's meeting.

Council Discussion ensued regarding selection of the final map.

Councilmember McCune stated his support for a map that retains the eastern Belmont neighborhoods together and the northern portion of El Camino Real (ECR) be included in the portion of the map designated as "C".

Councilmember Stone voiced support for the eastern and western portions of ECR to remain in the same district, he noted that the areas face similar traffic, construction and development concerns that make them a Community of Interest (COI). He noted that census and precinct blocks may not be divided.

Councilmember Hurt stated support for east and west ECR to remain in the same district and concurs with Councilmember Stone. She stated caution in dividing smaller streets into different district.

Councilmember Lieberman stated that he did not have a strong preference for any one map and is open to further discussion and public input.

Councilmember Mates stated support for keeping the open space and central portions of the city together as well as the Carlmont commercial and Barrett and NDNU areas within the same boundaries.

Mayor Mates invited comments from the public.

A number of members of the public provided comments on the draft maps.

Mayor Mates closed the public hearing for the special meeting session portion of the discussion.

City Attorney Rennie clarified rank choice voting stating that it is not a system of voting that a general law city may utilize.

#### **ADJOURNMENT 7:03 PM**

#### **CALL TO ORDER 7:04 PM**

#### **ROLL CALL**

COUNCILMEMBERS PRESENT: Lieberman, Stone, Hurt, McCune, Mates

#### **PLEDGE OF ALLEGIANCE**

Led by Mayor Mates

#### **REPORT FROM CLOSED SESSION**

No Closed Session is on this agenda.

#### **SPECIAL PRESENTATIONS**

##### **Introduction to Information Technology (IT) Strategic Plan**

Information Technology Director Jones presented an overview of the 3-to-5-year IT strategic plan development and proposed implementation phases. He noted that projects are driven by immediate business needs, hardware lifecycle and industry standards and best practices. He noted completed initiatives from the 2015 plan and provided an overview of up coming projects.

#### **PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA**

Terri Cook, Belmont Park Boosters, announced the upcoming concert series she noted that volunteers are needed.

Karen Shane, Belmont resident, commented on cyber security.

## **COUNCILMEMBER ANNOUNCEMENTS**

Councilmember Liberman commented on cyber security.

Councilmember Hurt and Stone invited the public to the Black History event at the Domini Haskins Museum

Councilmember Stone commented on the *Bloody Sunday* event he attended. He announced the upcoming Rotary Lobster Feed in April.

Mayor Mates announced the ongoing Parks and Recreation Youth Commission recruitment, she announced the State of the City Address tomorrow, and announced the Belmont PD's antibullying campaign.

## **CONSENT BUSINESS**

**Resolution 2022-015** (1) finding that as a result of the COVID-19 statewide emergency, meeting in person would present imminent risks to the health or safety of attendees of council and citizen advisory body meetings, and that state and local officials continue to recommend measures to promote social distancing, and (2) directing the Council's Citizen Advisory Bodies to make consistent findings

Motion to received **January 2022 Financial Report**

Motion to receive report on the **Ralston Avenue Corridor Improvement Project Segment 3**

**Resolution 2022-016** authorizing the city manager to execute a Service Agreement with restoration design group to Implement the Twin Pines Park Belmont Creek Restoration Project

**Resolution 2022-017** authorizing the city manager to execute a Service Agreement with craft water engineering to Implement the Twin Pines Park Storm Water Detention Basin Project

In response to Councilmember Stones' question City Manager Oskoui stated that in person meetings will resume in April.

In response to Councilmember Stone Public Works Director Brown stated that eastbound class 2 bike lanes end near South Road due to the narrowing of the road and cyclists are directed thru Twin Pines Park.

In response to Councilmember Lieberman Public Works Director Brown explained that 20 percent of the \$3 million dollars to implement the Twin Pines Park Storm Water Detention Basin Project will be funded by Belmont and remaining from outside grants including San Mateo County and City of San Carlos.

**ACTION:** On a motion made by Councilmember Stone and seconded by Councilmember Hurt the Consent Business items were unanimously approved by a roll call vote. (5-0)

## **PUBLIC HEARINGS**

NOTE: The regular meeting recessed at 7:30 p.m. to resume the Special Meeting public hearing on District Elections Map, At-Large Mayor and Sequence of Elections.

City Attorney Rennie provided a background of the districting process as related to the City of Belmont. He briefly summarized the timeline and staff recommendations for completing the process. He noted that the Council is asked to:

- Select a map establishing council districts after presentation for a seven day public review
- Decide on the term of the at-large Mayor and whether the first mayoral election is in November 2022 or 2024 and provide public comment period
- Decide which district seats will be up for election in November 2022 and 2024
- Introduce an ordinance establishing a by-district system of electing four members of the City Council and an at-large Mayor

In response to Councilmember Lieberman Mr. Rennie stated that incumbency cannot be a consideration in drawing districts. He noted that the districting process also cannot shorten the current length of an office holder.

Mayor mates reopened the public hearing a number of individuals came forward to speak on the proposed draft maps and selection of mayor.

Council discussion ensued regarding the four districts and at-large Mayor. Council concurred that the current council is configuring the position and districts to best benefit Belmont.

Council engaged in a discussion to create a final draft map.

City Attorney Rennie stated that in order to meet the time obligation for adoption of a final map Council can define options for publishing and chose a final map at the consecutive meeting, he further explained that no changes can be made to the drafts before adoption. He also explained that sequencing of districts for election and mayor at large will need to be decided at the consecutive meeting and prior to April 12<sup>th</sup>.

Council concurred to publish draft maps numbered 1 and 2 with four alpha districts.

Council discussion ensued regarding the term of the at large mayor.

Council concurred on a 2-year mayoral term. City Attorney stated that the remaining determinizations are selection of the final map, sequence of district elections and at large mayor.

**ACTION:** On a motion made by Mayor Mates and seconded by Councilmember Stone an ordinance changing the method of electing residents to the city council from at-large to by-district with an elected mayor was introduced by a roll call vote. (5-0)

## **GENERAL BUSINESS**

### **Housing Preference Policy for Affordable Housing Units**

Community Development Director de Melo stated that the City continues to invest Affordable Housing Funds in the development of new affordable housing units, he noted that during the Firehouse Square entitlement process the City Council expressed an interest in creating a local live-work housing preference policy for City sponsored units.

He defined the Live-Work policy stating that it offers application priority to income-qualifying residents who either live or work in the housing area and must be structured to not to have any disparate or discriminatory impacts on a protected class of people.

He defined two Belmont goals that would be supported by a live-work preference policy: mitigate the impacts of displacement on lower income households and reduce vehicle miles travelled (VTM) and greenhouse gas emissions.

In response to Councilmember Hurt Community Development Director de Melo stated that the focus of the Live-Work policy is on emissions rather natural disaster displacement.

In response to Councilmember Lieberman Mr. de Melo stated that offering a housing preference to family members of Belmont residents who do not live or work in Belmont does not achieve the goals of the policy. City Attorney Rennie clarified that not working or living in Belmont would expand the nature of the preference in a way that has not yet been researched and may exasperate the disparate impact.

Mayor Mates opened the item for public comment. Two members of the public provided comments one being inaudible.

**ACTION:** On motion made by Councilmember Stone and seconded by Councilmember McCune **Resolution 2022- 017-A** adopting a housing preference policy that prioritizes households living or working in San Mateo County was unanimously approved by a roll call vote. (5-0).

#### **Annual Transportation and Mobility Update**

Public Works Associate Engineer Wada presented the annual transportation and mobility update for Parking, Traffic and Pedestrian Safety Improvements. She noted that infrastructure and mobility is one of the five Council Strategic focus areas and highlighted that education, enforcement and engineering are benchmarks in finding solutions for traffic. She briefly described the 2021 Parking Traffic and Safety Committee (PTSC) improvements and major pavement and road reconstruction projects. She provided a look ahead.

**ACTION:** On a motion made by Councilmember Stone and Seconded by Councilmember McCune the meeting was extended by 30 minutes to 10:30 pm.

#### **BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF**

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

None

##### **Verbal report from City Manager**

City Manager Oskoui announce that eh Mayor's Sate of the City will be held the following day at noon.

## **MATTERS OF INTEREST/CLARIFICATION**

### **Appointment to City Commissions**

Councilmembers commented regarding the caliber of applicants and provided their thought process in their decision making.

**ACTION:** On a motion made by Councilmember Stone and Seconded by Councilmember Hurt the following resolutions were unanimously adopted by a roll call vote:

**Resolution 2022-018** appointing Brian Kulich and Rocsana Enriquez to the Planning Commission term ending in 2025

**Resolution 2022-0019** appointing Austin Lee, Karl Mittelstadt, James Simmons, to the Parks and Recreation Commission term ending in 2024

**ADJOURNMENT** at this time being 10:45 PM in honor of the people of Ukraine fighting the invasion of Russia.

**Jozi Plut, CMC  
City Clerk**



## HIGHLIGHTS

### PERFORMANCE AT A GLANCE REPORT

- General Fund balance increased compared to prior YTD
- COVID-19 has negatively impacted revenue stream related to taxes (Budget Variance on pg. 4).

### FUND RECAP AT A GLANCE REPORT

- Increasing Fund Balance to PY:**
  - General Fund
  - Affordable Housing Successor
- Fleet & Equipment Management
  - Sewer Collection System
  - Sewer Treatment
- Decreasing Fund Balance to PY:**
  - RMRA Street Project
    - Planned Park
    - Park Impact
  - Storm Drainage
  - Infrastructure

### BUDGET VARIANCE REPORT

- Management Discussion & Analysis
- Tax Trends

### CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

- Amounts equal to and above \$50,000

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

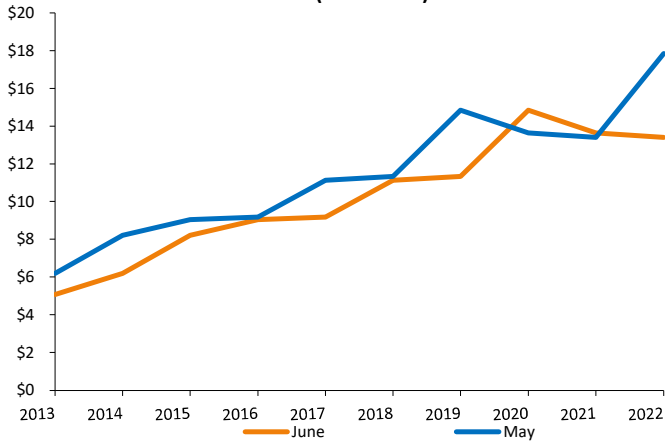
*These financial reports are designed to provide a general overview of the City of Belmont's interim finances. Questions concerning any information provided in these reports should be addressed to [financedept@belmont.gov](mailto:financedept@belmont.gov) or for additional information regarding the City's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



**City of Belmont**  
**Performance at a Glance**  
**Results for the Period Ended June 30, 2022**  
**(000's)**



**General Fund Balance Trend**  
(in millions)

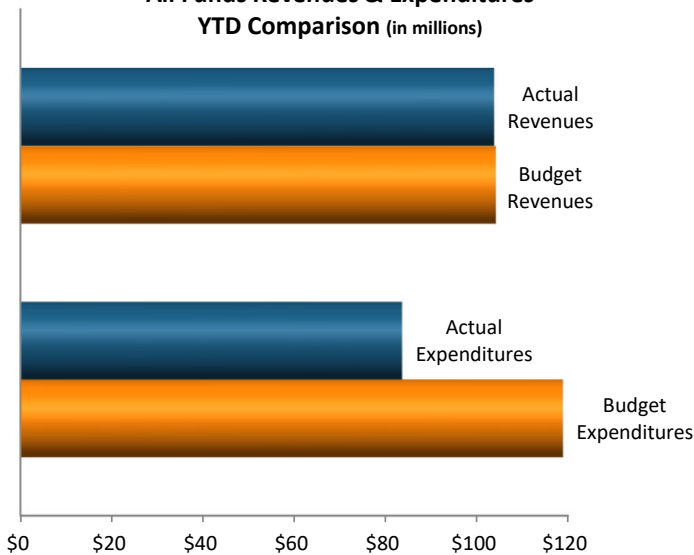


**General Fund Balance Trends\***

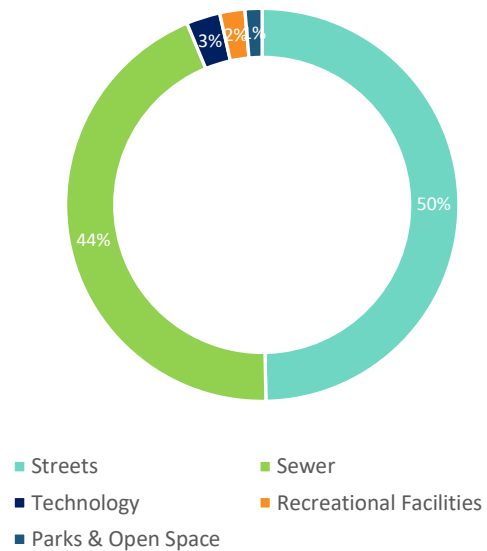
6/30/2012	\$5,085	Audited
6/30/2013	\$6,200	Audited
6/30/2014	\$8,204	Audited
6/30/2015	\$9,049	Audited
6/30/2016	\$9,177	Audited
6/30/2017	\$11,128	Audited
6/30/2018	\$11,325	Audited
6/30/2019	\$14,846	Audited
6/30/2020	\$13,637	Audited
6/30/2021	\$13,398	Audited
<b>6/30/2022</b>	<b>\$17,839</b>	<b>Unaudited</b>

\* excludes Measure I

**All Funds Revenues & Expenditures**  
YTD Comparison (in millions)



**Capital Improvement Plan**



**General Fund**

The General Fund balance is \$17.8 million, a \$4.4 million increase compared to amount at the prior fiscal year end. The increase compared to the 6/30/21 balance was primarily due to the receipt of one-time \$3.2 million in ARPA Federal Coronavirus State and Local Fiscal Recovery Funds and Transient Occupancy Tax (TOT) recovering over the prior year by \$1.1 million.

**Fund Balance - YTD Fund Deficits**

As shown on the Fund Recap at a Glance (page 3), the Recreation Fund, Supplemental Law Enforcement, Street Maintenance, Planned Park, Facilities Management Fund, and Successor Agency Trust Fund deficits were eliminated with the transfer from the General Fund as part of year-end closing activities.

City of Belmont  
Fund Recap at a Glance  
Results for the Period Ended June 30, 2022  
(000's)



Fund	Fund Name	Audited Fund Bal. 06/30/21 (1)	Revenues					Expenditures					Unaudited Fund Bal. 06/30/22 (1)+(2)-(3)	PY YTD Fund Bal. 06/30/21	
			YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	YTD Budget	YTD Actual (3)	Variance (Under) Over	%	PY YTD Actual			
<b>GENERAL FUND</b>															
101	General	\$13,398	\$27,572	\$28,022	\$450	102%	\$25,503	\$26,218	\$23,581	\$2,637	90%	\$25,742	\$ 17,839	13,398	
102	Measure I	3,751	2,222	2,283	61	103%	2,188	4,499	3,095	1,404	69%	538	2,939	3,751	
<b>SPECIAL REVENUE FUNDS</b>															
205	Recreation	21	2,906	2,843	(63)	98%	2,573	2,833	2,864	(31)	101%	2,553	(0)	21	
206	Library Maintenance & Operation	962	307	305	(2)	99%	307	447	432	15	97%	378	835	962	
207	Athletic Field Maintenance	377	81	97	16	120%	104	105	99	6	94%	51	375	377	
208	City Tree	326	6	10	4	167%	13	74	39	35	53%	49	297	326	
209	Senior Services Donation	86	5	4	(1)	80%	0	0	0	0	N/A	0	90	86	
210	Development Services	417	5,469	5,432	(37)	99%	4,605	5,420	4,764	656	88%	4,188	1,085	417	
212	General Plan Maintenance	738	502	575	73	115%	418	315	8	307	3%	88	1,305	738	
223	Belmont Fire Protection District	15,403	12,708	12,451	(257)	98%	13,016	11,693	11,637	56	100%	11,018	16,217	15,403	
225	Police Grants and Donations	35	0	0	0	N/A	0	5	2	3	40%	33	33	35	
227	Supplemental Law Enforcement	0	275	240	(35)	87%	222	211	240	(29)	114%	224	0	0	
231	Street Maintenance	711	2,341	1,290	(1,051)	55%	2,127	2,357	2,002	355	85%	2,362	(1)	711	
232	RMRA Street Project	323	534	781	247	146%	495	1,775	1,105	670	62%	760	(1)	323	
233	Measure W	250	366	857	491	234%	650	600	0	600	0%	400	1,107	250	
234	Street Improvements	2,161	4,322	2,337	(1,985)	54%	2,368	5,222	3,243	1,979	62%	889	1,255	2,161	
237	Traffic Impact	-	288	200	(88)	69%	0	0	0	0	N/A	0	200	0	
239	Public Art	-	555	396	(159)	71%	0	0	0	0	N/A	0	396	0	
275	Affordable Housing Successor	3,688	4,141	4,141	0	100%	285	647	1,361	(714)	210%	216	6,468	3,688	
277	Inclusionary Housing	2,385	282	67	(215)	24%	119	0	0	0	N/A	1,000	2,452	2,385	
	Total Special Revenue	27,885	35,088	32,026	(3,062)	91%	27,302	31,704	27,796	3,908	88%	24,176	32,115	27,885	
<b>CAPITAL PROJECT FUNDS</b>															
308	General Facilities	827	4	2	(2)	50%	9	413	104	309	25%	202	725	827	
310	Infrastructure	2,302	539	1,468	929	272%	310	12,279	961	11,318	8%	824	2,809	2,302	
312	Comcast PEG Program	363	1	33	32	3300%	1	120	0	120	0%	11	396	363	
341	Planned Park	357	3,010	2,500	(510)	83%	40	1,025	868	157	85%	4,343	1,989	357	
342	Park Impact	1,397	1,981	1,558	(423)	79%	1,034	3,307	2,628	679	79%	0	327	1,397	
343	Open Space	206	22	21	(1)	95%	7	91	63	28	69%	35	164	206	
704	Special Assessment Districts	308	1	1	0	100%	1	0	0	0	N/A	0	309	308	
	Total Capital Projects	5,760	5,558	5,583	25	100%	1,402	17,235	4,624	12,611	27%	5,415	6,719	5,760	
<b>DEBT SERVICE &amp; OTHER FUNDS</b>															
406	Library Bond Debt Service	267	677	674	(3)	100%	676	684	671	13	98%	672	270	267	
501-505	Sewer Collection System	20,034	16,588	16,314	(274)	98%	16,360	17,898	10,733	7,165	60%	10,769	25,615	20,034	
507	Sewer Treatment	24,301	3,233	3,129	(104)	97%	3,208	6,337	1,438	4,899	23%	1,371	25,992	24,301	
525	Storm Drainage Enterprise	3,585	2,043	1,193	(850)	58%	1,064	2,736	2,190	546	80%	2,056	2,588	3,585	
530	Solid Waste Management	1,582	514	687	173	134%	496	494	502	(8)	102%	453	1,767	1,582	
570	Worker's Compensation	1,337	775	756	(19)	98%	734	657	556	101	85%	199	1,537	1,337	
571	Liability Insurance	3,375	484	604	120	125%	1,113	1,593	592	1,001	37%	480	3,387	3,375	
572	Self Funded Vision	-	12	11	(1)	92%	14	13	11	2	85%	14	0	0	
573	Fleet & Equipment Management	5,831	5,105	5,109	4	100%	5,263	5,153	3,501	1,652	68%	3,575	7,439	5,831	
574	Facilities Management	41	2,683	2,074	(609)	77%	1,663	2,094	2,115	(21)	101%	1,828	0	41	
575	Benefit Prefunding	1,396	1,458	1,374	(84)	94%	1,497	1,641	1,689	(48)	103%	1,653	1,081	1,396	
775	Successor Agency Trust Fund <sup>1</sup>	(3,430)	236	4,037	3,801	1711%	968	0	607	(607)	N/A	193	0	(3,430)	
	Total Debt & Other	58,319	33,808	35,962	2,154	106%	33,056	39,300	24,605	14,695	63%	23,263	69,676	58,319	
	<b>Total All Funds</b>	<b>\$109,114</b>	<b>\$104,248</b>	<b>\$103,876</b>	<b>(\$372)</b>	<b>100%</b>	<b>\$89,451</b>	<b>\$118,956</b>	<b>\$83,701</b>	<b>\$35,255</b>	<b>70%</b>	<b>\$79,134</b>	<b>\$129,289</b>	<b>\$109,114</b>	

**Fund Types:**

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

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

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

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

<sup>1</sup> The Successor Agency Trust Fund is a Fiduciary Fund and is only displayed here for informational and reporting purposes.

**City of Belmont**  
**Budget Variance Report**  
**General Fund / All Other Funds**  
**Results for the Period Ended June 30, 2022**  
(000's)



	General Fund				All Other Funds							
	Budget	Year to Date (YTD)		Annual	PY YTD	Budget	Year to Date (YTD)		Annual	PY YTD		
		Actual	Variance	%	Budget	Actual	Variance	%	Budget	Actual		
<b>REVENUES</b>												
Taxes	\$17,499	\$18,699	\$1,200	107%	\$17,499	\$16,031	\$16,979	\$21,144	\$4,165	125%	\$16,979	\$17,979
<i>Property Taxes</i>	5,908	6,113	205	103%	5,908	6,045	12,552	16,631	4,079	91%	12,552	13,793
<i>Sales Taxes</i>	4,028	4,327	299	107%	4,028	4,173	3,446	3,503	57	71%	3,446	3,206
<i>Other Taxes</i>	7,563	8,259	696	109%	7,563	5,813	980	1,010	30	99%	980	979
Licenses and permits	1,073	1,068	(5)	100%	1,073	1,296	1,844	2,345	501	127%	1,844	2,125
Intergovernmental	3,456	3,494	38	101%	3,456	607	5,721	3,394	(2,327)	59% <b>b</b>	5,721	2,475
Charge for services	4,179	4,155	(24)	99%	4,179	6,572	38,640	38,344	(296)	99% <b>c</b>	38,640	36,472
Fines and forfeits	164	156	(8)	95%	164	170	-	-	-	N/A	-	-
Use of money and property	880	68	(812)	8% <b>a</b>	880	429	672	44	(628)	7% <b>d</b>	672	603
Miscellaneous	322	381	59	118%	322	399	152	440	288	289%	152	1,472
Other financing sources	-	-	-	N/A	-	-	3,767	4,067	300	108%	3,767	6
Operating transfers in	-	-	-	N/A	-	-	8,902	6,077	(2,825)	68% <b>e</b>	8,902	2,814
<b>Total Revenues</b>	<b>27,573</b>	<b>28,021</b>	<b>448</b>	<b>102%</b>	<b>27,573</b>	<b>25,504</b>	<b>76,676</b>	<b>75,855</b>	<b>(821)</b>	<b>99%</b>	<b>76,676</b>	<b>63,945</b>
<b>EXPENDITURES</b>												
General government	6,662	5,638	(1,024)	85%	6,662	6,894	8,233	6,390	(1,843)	78%	8,233	5,972
Public safety	14,431	13,922	(509)	96%	14,431	14,422	11,909	11,880	(29)	100%	11,909	11,242
Streets and utilities	-	-	-	N/A	-	-	49,854	22,019	(27,835)	44%	49,854	17,681
Culture and recreation	2,027	1,950	(77)	96%	2,027	2,349	6,903	6,183	(720)	90%	6,903	8,907
Urban redevelopment	-	-	-	N/A	-	-	4,359	4,487	128	103% <b>f</b>	4,359	4,376
Debt service	-	-	-	N/A	-	-	5,679	4,243	(1,436)	75%	5,679	4,472
Operating transfer out	3,098	2,072	(1,026)	67%	3,098	2,077	5,804	4,919	(885)	85%	5,804	737
<b>Total Expenditures</b>	<b>26,218</b>	<b>23,582</b>	<b>(2,636)</b>	<b>90%</b>	<b>26,218</b>	<b>25,742</b>	<b>92,741</b>	<b>60,121</b>	<b>(32,620)</b>	<b>65%</b>	<b>92,741</b>	<b>53,387</b>
<b>EXCESS OF REVENUES OVER (UNDER) EXPENDITURES</b>	<b>\$1,355</b>	<b>\$4,439</b>			<b>\$1,355</b>	<b>(\$238)</b>	<b>(\$16,065)</b>	<b>\$15,734</b>	<b>(\$33,441)</b>		<b>(\$16,065)</b>	<b>\$10,558</b>

**Management Discussion and Analysis**  
(Items with unfavorable budget variance more than \$0.1 million)

**General Fund:**

*Revenues*

**a) Use of Money and Property** - The fair market value of investments in LAIF accounts has dropped significantly due to rising interest rate.

**Other Funds**

*Revenues*

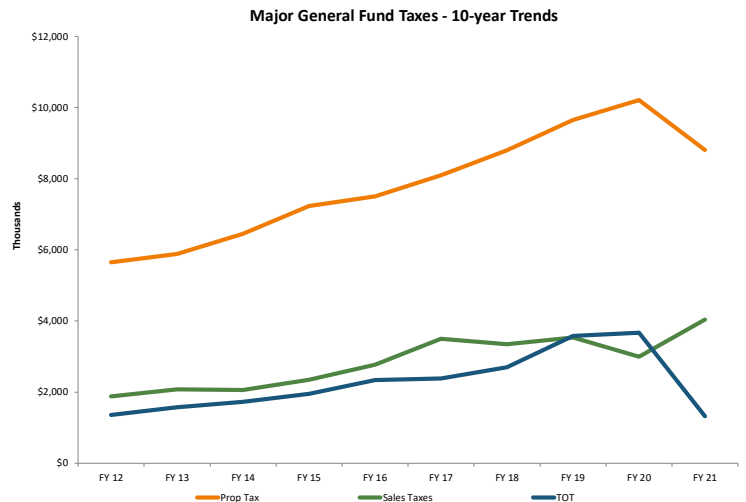
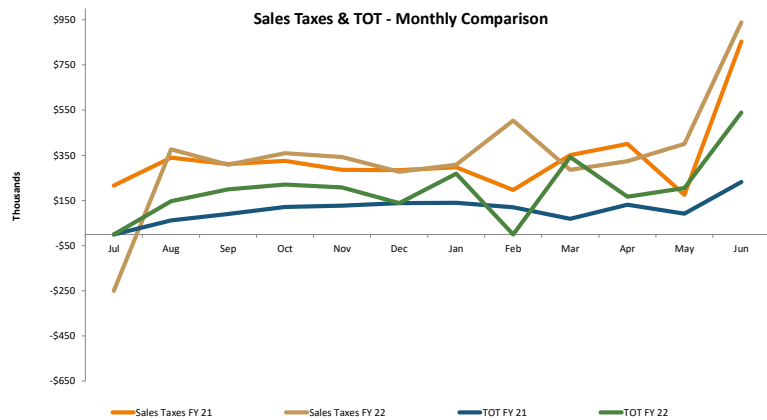
- b) Intergovernmental** - The revenue will be received in a future reporting period and includes activities related to the prior fiscal year, which are subject to accounting adjustment.
- c) Charges for Services** - Some in lieu/impact fees were budgeted for and were not materialized.
- d) Use of Money and Property** - The fair market value of investments in LAIF accounts has dropped significantly due to rising interest rate.
- e) Operating Transfers In** - The budget assumes operating transfers, which will be recorded at the end of the fiscal year based on actual results.

**Other Funds**

*Expenditures*

**f) Urban redevelopment** - Unplanned Successor Agency final remittance of cash balance to the San Mateo County Auditor/Controller prior to dissolution.

**Trends**



\*\* July TOT revenues received were for June activities and accrued to the previous FY. July revenues will be received in August.

**City of Belmont**  
**Disbursements & Purchase Order Activity Report**  
**Results for the Period Ended June 30, 2022**



**Disbursements Amounts Equal to \$50,000 and Above**

<b>Vendor</b>	<b>Description</b>	<b>Date</b>	<b>No.</b>	<b>Amount</b>
ADP	PAYROLL 5/28/2022 TAXES	6/3/22	DAJ000007458	96,156.34
ADP	PAYROLL 6/11/2022 TAXES	6/17/22	DAJ000007462	89,575.97
ADP	PAYROLL 6/25/2022 TAXES	6/30/22	DAJ000007464	102,261.27
BELMONT SAN CARLOS FIRE DEPT	Q1 - JUL-SEPT 2022 PERS LEGACY	6/24/22	EFT00028964	1,731,349.06
CALPERS	HEALTH PREMIUM	6/10/22	DAJ000007482	158,109.20
CALPERS	COB CONTRIBUTIONS PPE 5/20/22	6/22/22	DAJ000007509	111,422.60
CALPERS	COB CONTRIBUTIONS PPE 6/3/22	6/29/22	DAJ000007511	112,560.20
CITY OF BEMONT EMPLOYEES	PAYROLL 5/28/2022	6/2/22	DAJ000007456	416,132.99
CITY OF BEMONT EMPLOYEES	PAYROLL 6/11/2022	6/16/22	DAJ000007461	389,180.60
CITY OF BEMONT EMPLOYEES	PAYROLL 6/25/2022	6/30/22	DAJ000007465	433,996.67
G. BORTOLOTTO & CO.	2022 PAVEMENT PROJECTS	6/3/22	1202776	250,070.08
PAVEMENT ENGINEERING INC	2022 PAVEMENT PROJECTS	6/3/22	1202783	59,663.75
PBIA	DENTAL PREMIUM	6/24/22	EFT00028929	92,148.98
PG&E	GAS & ELECTRICITY - VARIOUS SITES	6/29/22	DAJ000007507	56,667.71
VINTAGE CONTRACTORS INC	HALLMARK COURT SURFACE PROJECT	6/17/22	EFT00028902	128,000.00
<b>Total Disbursements in Excess of \$50,000</b>				<b>\$ 4,227,295.42</b>
<b>Total Count</b>				<b>15</b>

**Purchase Order Amounts Equal to \$50,000 and Above**

<b>Vendor</b>	<b>Description</b>	<b>Date</b>	<b>No.</b>	<b>Amount</b>
THE LEW EDWARDS GROUP	AMEND TO #1 - VARIOUS PROJECTS	6/15/22	20 00048	110,000.00
DUKE'S ROOT CONTROL, INC.	2022 ROOT FOAMING OF SEWER LINES	6/23/22	22 00084	72,568.09
<b>Total Purchase Orders Issued in Excess of \$50,000</b>				<b>\$ 182,568.09</b>
<b>Total Count</b>				<b>2</b>

**CITY OF BELMONT  
TREASURER'S REPORT  
June-22**



**Agency Receipts and Disbursements Summary**

	<b>Beginning Balance May 31, 2022</b>	<b>Receipts</b>	<b>Disbursements</b>	<b>Ending Balance June 30, 2022</b>
City of Belmont	\$ 94,357,947.76	\$ 10,461,235.90	\$ (7,026,864.83)	\$ 97,792,318.83
Belmont Fire Protection District	14,787,344.82	2,025,428.53	(1,988,676.86)	14,824,096.49
Successor Agency of the RDA	(73,877.34)	112,975.95	(39,098.61)	-
<b>Total</b>	<b>\$ 109,071,415.24</b>	<b>\$ 12,599,640.38</b>	<b>\$ (9,054,640.30)</b>	<b>\$ 112,616,415.32</b>

**Balance Summary**

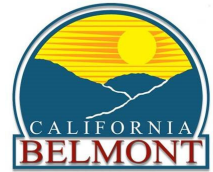
	<b>Deposit</b>	<b>Investments</b>	<b>Pool Total</b>
City of Belmont, Belmont Fire Protection District, & Successor Agency of RDA	\$ 1,949,454.48	\$ 110,666,960.84	\$ 112,616,415.32

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

Respectfully Submitted,

s/b Grace Castaneda  
Grace Castaneda  
City Treasurer

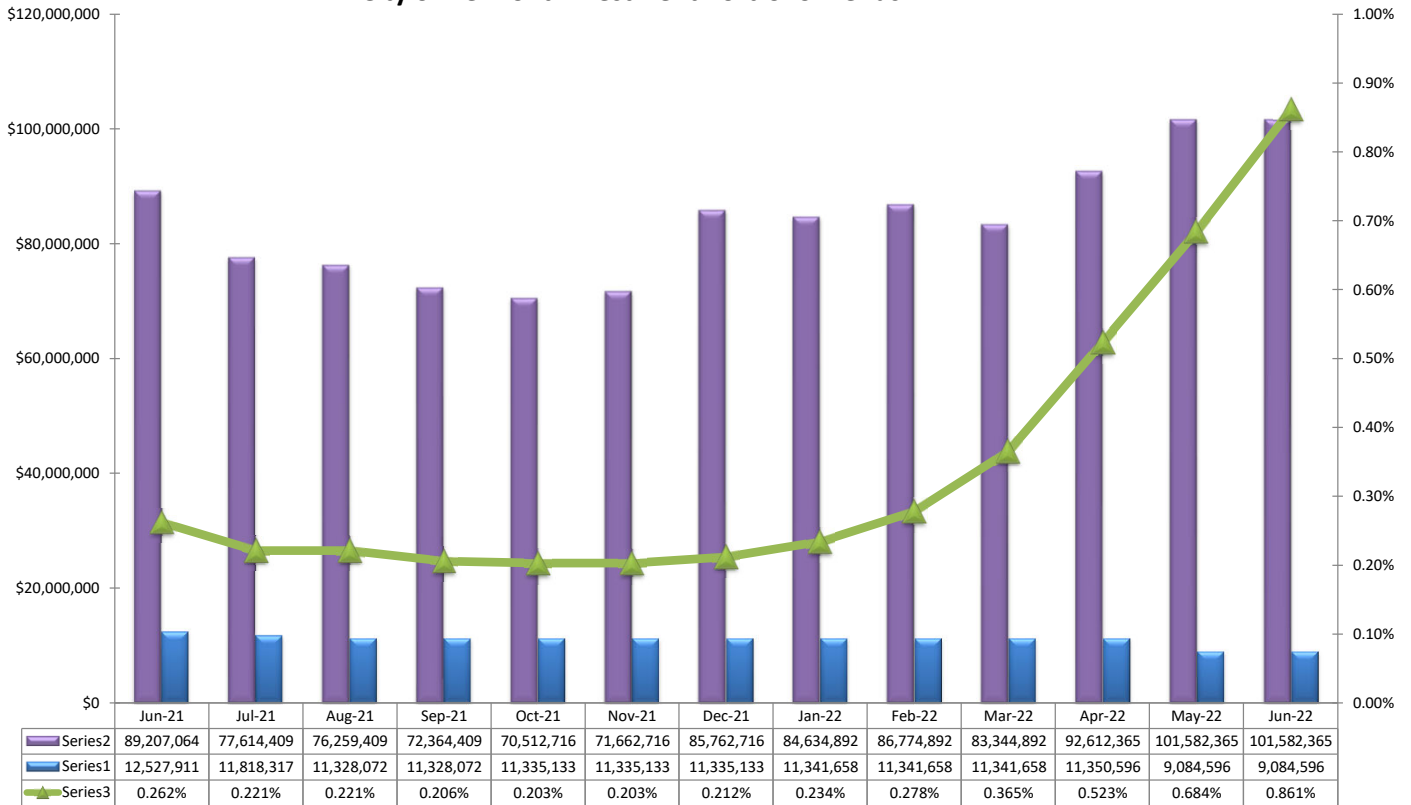
# CITY OF BELMONT TREASURER'S REPORT June-22



## Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest Total	Investment Period	Rate	Pricing Source	Manager
<b>Deposit</b>									
General Account	Wells Fargo		\$ 1,949,454.48	\$ 1,949,454.48				Bank	Bank
<b>Investments:</b>									
L.A.I.F.-POOL	State of California	Daily	101,582,364.84	100,274,533.95	72,885.35	90 days	0.861%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	9,084,596.00	8,967,635.59	6,518.20	90 days	0.861%	LAIF	LAIF
<b>Total</b>			<b>\$ 112,616,415.32</b>	<b>\$ 111,191,624.02</b>	<b>\$ 79,403.54</b>				

### City of Belmont Investment Portfolio Trends





# STAFF REPORT

**Meeting Date:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Jozi Plut, City Clerk\Communications Coordinator, jplut@belmont.gov, 650-595-7414  
**Agenda Title:** Mickelson Therapy Pool  
**Agenda Action:** Resolution

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## **Recommendation**

Adopt a resolution in support of Sutter Health to reopen the Mack E. Mickelson Arthritis and Rehabilitation Center Therapy Pool for community use at the Mills Health Center in San Mateo, with the same open access hours that were in place prior to January 2020.

## **Strategic Focus Area**

Not Applicable

## **Background**

On June 28, at the City Council meeting, Mayor Mates brought an Item 11 to the City Council for discussion and direction, related to a request for a resolution of support to reopen the Sutter Health Mack E. Mickelson Arthritis and Rehabilitation Center Therapy Pool for community use at the Mills Health Center in San Mateo.

## **Analysis**

The pool closed at the onset of the COVID -19 epidemic in 2020. In the past few months, several jurisdictions, including the San Mateo County Board of Supervisors, Sequoia Healthcare District, and the cities of Millbrae, San Mateo, Burlingame, and Foster City, passed similar resolutions in support of the re-opening of this facility. After discussion on June 28<sup>th</sup>, the Council directed staff to draft a resolution to present to Mills Health Center in San Mateo in support of reopening the rehabilitation center.

## **Alternatives**

1. Council may elect not to approve the resolution.

## **Attachments**

- A. Draft Resolution

## **Fiscal Impact**

- No Fiscal Impact  
 Funding Source Confirmed:

## **Source:**

Council

## **Purpose:**

Discretionary Action

## **Public Outreach:**

Posting of Agenda

## RESOLUTION NO. 2022 –

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT IN SUPPORT OF SUTTER HEALTH TO REOPEN THE MACK E. MICKELSON ARTHRITIS AND REHABILITATION CENTER THERAPY POOL FOR COMMUNITY USE AT THE MILLS HEALTH CENTER IN SAN MATEO, WITH THE SAME OPEN ACCESS HOURS THAT WERE IN PLACE PRIOR TO JANUARY 2020**

WHEREAS, the Mack E. Mickelson Arthritis and Rehabilitation Center Therapy Pool is an Americans With Disabilities Act-accessible warm water therapy pool operated by Sutter Health and located at the Mills Health Center, in San Mateo, California; and; and,

WHEREAS, the Mickelson Therapy Pool was constructed over 25 year ago using charitable contributions from residents of San Mateo County to serve as a centerpiece of an arthritis center created by Mills Peninsula; and,

WHEREAS, the Mickelson Therapy Pool has been used for over 25 years by thousands of residents of San Mateo County who suffer from a broad range of health issues, including permanent disabilities, debilitating injuries, autoimmune disorders, and mobility impairments, to rehabilitate those health issues and mitigate physical decline; and,

WHEREAS, Mickelson Therapy Pool has historically provided both preventative and interventionist therapies to residents of San Mateo County suffering from health issues; and,

WHEREAS, there is also an apparent and growing need for the services provided by the Mickelson Therapy Pool, due to San Mateo County's rapidly increasing number of elderly residents who are highly likely to suffer from health issues requiring a warm water therapy pool; and,

WHEREAS, Mickelson Therapy Pool is the only pool of its kind in San Mateo County, and there are no comparable warm water therapy pools that can adequately accommodate the residents of San Mateo County who previously relied upon Mickelson Therapy Pool and who are now suffering from acute and chronic physical pain and mental anguish without it; and,

WHEREAS, in spite of the critical need for the facility, in June 2021, Sutter Health announced that it would permanently close the Mickelson Therapy Pool to independent use by patrons and closing Mickelson removes a valuable healthcare resource for people to assist them in daily activities; and,

WHEREAS, over 4,300 patients, caregivers, and community members have signed a petition to reopen the Mickelson Therapy Pool in order to increase the health, independence, and dignity of residents who rely upon it; and

WHEREAS, the Belmont City Council value and celebrate a strong commitment to diversity, inclusion, safety, equality and dignity for all individuals in Belmont; and

WHEREAS, the therapy pool is an invaluable resource for chronic pain management and rehabilitation for seniors, disabled individuals, patients recovering from surgeries, children

with special needs, and pregnant women.

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

SECTION 1. that promptly reopening the Mack E. Mickelson Arthritis and Rehabilitation Center Therapy Pool for community use with the same open access hours that it had prior to January of 2020 would preserve and improve the health of residents in San Mateo County who have historically relied upon it or who could benefit from warm water therapy to maintain their health, independence, and dignity and the City Council calls upon Sutter Health to reopen the Mickelson Therapy Pool and to maintain the same open access hours that were in place prior to January 2020.

\* \* \*

ADOPTED September 13, 2022 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:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Stacey Stevenson, Office of the City Manager, sstevenson@belmont.gov  
**Agenda Title:** Non-Essential Services Winter Holiday Closures for Fiscal Years 2022/23 through 2024/25  
**Agenda Action:** Resolution

### **Recommendation**

Adopt a resolution, approving winter Holiday Closures for the periods December 26, 2022 through January 2, 2023; December 25, 2023 through January 1, 2024; and December 25, 2024 through January 1, 2025, inclusive.

### **Strategic Focus Area**

Not Applicable

### **Background**

The City has implemented a holiday closure in the month of December since December 2003. Continuation of the closure is periodically considered by the City Council. On September 10, 2019 the City Council approved a resolution authorizing continuation of the holiday closure for a three-year period: fiscal years 2019/20, 2020/21 and 2021/22.

### **Analysis**

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

<b>Fiscal Year</b>	<b>Proposed Closure Dates</b>
2022/23	Monday, December 26, 2022 through Monday, January 2, 2023*
2023/24	Monday, December 25, 2023 through January 1, 2024
2024/25	Wednesday December 25, 2024 through January 1, 2025

\*In 2023, New Year’s Day falls on a Sunday. Under the terms of the City’s approved holiday schedule, holidays occurring on a Sunday are observed on the following Monday. As such, the proposed closure for fiscal year 2022/23 is extended by a day to accommodate the terms of the holiday schedule.

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 departments will provide maintenance staffing. Fire and Police will be fully operational. At the discretion of department heads, other employees may be scheduled to work due to operational demands.



**Alternatives**

1. Do not adopt resolution.
2. Provide staff with alternative direction.
3. 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.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
AUTHORIZING THE FISCAL YEARS 2022/23, 2023/24 AND 2024/25 HOLIDAY  
CLOSURES OF NON-ESSENTIAL SERVICES INCLUDING CITY ADMINISTRATIVE  
OFFICES IN CITY HALL AND RECREATION ADMINISTRATION**

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WHEREAS, the City of Belmont has implemented 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 Administrative 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; and,

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

WHEREAS, there will be a 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 hereby resolves to authorize the holiday closure of non-essential services from December 25, 2022 through January 2, 2023; from December 25, 2023 through January 1, 2024; and December 25, 2024 through January 1, 2025.

\* \* \*

ADOPTED September 13, 2022, by the City Council of the City of Belmont by the following vote:

Ayes:

Noes:

Absent:

Abstain

:

ATTEST:

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City Clerk

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Mayor

APPROVED AS TO FORM:

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City Attorney



# STAFF REPORT

**Meeting Date:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Rico Acquisti, Public Works Department, Fleet Management, (650) 595-7466, racquisti@belmont.gov  
**Agenda Title:** City Vehicle Purchases for Fiscal Year 2023  
**Agenda Action:** Resolution

---

## **Recommendation**

Adopt a resolution authorizing the City Manager to execute a contract for the acquisition of three Public Works trucks, one Parks and Recreation transit van, one Police vehicle and associated equipment for all vehicles for a total amount not to exceed \$585,000.

## **Strategic Focus Area**

Infrastructure and Mobility

## **Background**

The City of Belmont currently has an inventory of 96 pieces of equipment, which includes vehicles, off-road equipment, and emergency generators. Fleet Management is responsible for the maintenance and replacement of all vehicles in the fleet. By using various procurement methods, it will be advantageous for the City to acquire and outfit these vehicles in a more cost-effective manner.

Five replacement vehicles are listed in Attachment B. Three are vehicles scheduled for replacement in FY 2023: Vehicle #234 (Elgin Street Sweeper), Vehicle #127 (PD Administration., Dodge Charger) and #316 (Parks & Recreation Building Maintenance, Ford F-350 Truck). Vehicles #127 and #316 were scheduled for replacement in prior years and deferred until Fiscal Year 2023 as a short-term Covid-19-related cost savings measure. Fleet Management evaluated each of these vehicles and determined they meet the replacement requirements and are not serviceable in the long term.. The City will procure two other vehicles (#202-Public Works F-350 and #205-Public Works F-250) that were authorized for replacement by Council on September 14, 2021, which had also been deferred. The requested budget authorization includes an estimated cost differential (\$80,000) for these vehicles in Fiscal Year 2023 budget to acquire a total of five vehicles to meet the end users' operational needs.

## **Analysis**

The three vehicles scheduled for replacement (#127, #234, and #316) were evaluated and have reached the end of their useful life. The evaluation is based on mileage, condition, parts availability, and maintenance cost. Police vehicle #127, a 2009 Dodge Charger has acquired over 61,000 miles and has experienced engine cooling issues causing out of service conditions. Vehicle replacement has been deferred since FY 2017. Public Works truck #234, a 2014 Freightliner/Elgin Street Sweeper has acquired over 68,000 miles on the chassis and over 6,800 hours on the sweeping system. This unit has experienced multiple mechanical and operational breakdowns causing extensive out of service conditions and



expensive repairs. Parks truck #316, a 2001 Ford F350 has acquired over 59,000 miles and no longer meets the operational needs of Building Maintenance staff. Vehicle replacement has been deferred since FY 2016.

On September 14, 2021, the City Council adopted Resolution 2021-079, authorizing the acquisition of five City vehicles and associated equipment. Due to vehicle manufacturer's backlog and worldwide chip shortages, trucks #202 and #205 purchases were deferred. The proposed resolution will allow for these two vehicles to be replaced this fiscal year.

Fleet Management collaborates with each department to develop specifications for the new vehicles that meet their operational needs, improves fuel efficiency, and reduces greenhouse gas emissions. As part of the process, the City evaluates new vehicles that provide the best available net reduction in vehicle fleet emissions, considering life cycle, economic, and environmental impacts (e.g., by purchasing more efficient or alternative fuel vehicles based on available technology).

#### Procurement

Vehicle #127 will be used by the Police Department. The vehicle acquired to replace #127 will be a 2023 model year Toyota Camry Hybrid Super Ultra-Low Emission Vehicle. The hybrid powertrain allows the vehicle to operate on electric power while driving or at the scene of an incident which results in better fuel efficiency, reduced GHG emissions, lower fuel costs, and increases the number of alternative fuel vehicles in the fleet.

Truck #234 will be used by the Public Works Storm Water/Pollution Control Division for City wide street sweeping. The truck acquired to replace #234 will be a 2022 model year Freightliner equipped with a Cummins B6.7L diesel engine. The sweeper power unit is equipped with a 2021 model year John Deere 4.5L industrial diesel engine. Both engines have improved fuel economy, reduced emissions and are Tier 4 Final certified by the California Air Resources Board and are significant improvements over the existing 2014 diesel engine of the current sweeper in terms of reduced particulate emissions.

Trucks #202 and #205 will be used by the Public Works Department. Truck #202 will be assigned to the Street Maintenance Division and truck #205 will be assigned to the Sewer Utilities Division. Both vehicles acquired for replacement will be 2023 model year Ford F350 one-ton trucks with improved fuel efficiency and reduced emissions. Each truck will be outfitted to transport supplies, tools, and equipment safely and adequately while reducing the risk of injury.

Truck #316 will be used by the Parks Department Building Maintenance Division. The vehicle acquired for replacement will be 2023 model year Ford E350 one-ton High Roof Transit Cargo Van. It's equipped with a V-6 EcoBoost engine that provides excellent performance, improves fuel economy, and reduces emissions over existing models. The van will be outfitted to transport supplies, equipment, specialty tools, and provide staff with an enclosed workspace.

These vehicles will be purchased using various methods for procurement. Where applicable, staff will use the formal bid process to solicit competitive quotes, a host agency's awarded contract (piggybacking), or a co-operative purchasing contract from Sourcewell or the Houston-Galveston Area Council (HGAC).



Piggyback contracts represent the most immediate cooperative purchasing resource, and lower administrative and purchasing costs.

Contracting agencies such as Sourcewell and HGAC provide procurement services to education and government entities throughout the country. These agencies offer a multitude of cooperatively contracted products, equipment and service opportunities, and have the legislative authority to solicit, evaluate, and award contracts through a competitive solicitation process, saving users time and money.

These co-operative purchasing contracts satisfy the City’s competitive bid requirements, and Belmont has successfully used these in the past to purchase vehicles.

The existing vehicles will be removed from service and may be used as a trade in towards the purchase of a new asset, donated for uses such as the Police Academy as appropriate, or sent to auction for disposal once the replacement vehicles are placed into service.

Approval of the resolution will authorize the procurement of five new City vehicles and associated equipment from the lowest responsible bidder for a total amount not to exceed \$585,000. Funds for the replacement of existing vehicles are set aside throughout the useful life of the vehicles. As such, funds for the purchase of these vehicles are available in the Fleet and Equipment Management Fund and have been included in the adopted FY 2023 budget.

**Alternatives**

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

**Attachments**

- A. Resolution
- B. Replacement Vehicle List

**Fiscal Impact**

- No Fiscal Impact
- Funding Source Confirmed: FY 2023 budget – 573-1-740-9041/Vehicles

**Source:**

Staff

**Purpose:**

Statutory/Contractual Requirement

**Public Outreach:**

**Other\***

Posting of Agenda

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
AUTHORIZING THE ACQUISITION OF FIVE CITY VEHICLES AND ASSOCIATED  
EQUIPMENT FOR A TOTAL AMOUNT NOT TO EXCEED \$585,000**

WHEREAS, Police vehicle #127, Public Works vehicle #234, and Parks vehicle #316, were evaluated and determined they had reached the end of their useful life; and,

WHEREAS, Public Works vehicles #202 and #205, were evaluated in FY 2022 and determined they had reached the end of their useful life; and,

WHEREAS, funding for the purchase of these vehicles and associated equipment is allocated in the Council approved FY 2023 budget account 573-1-740-9041/Vehicles.

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

SECTION 1. The City Manager is authorized to enter into an agreement to purchase five new City vehicles and associated equipment from the lowest responsible bidder(s) for a total amount not to exceed \$585,000.

SECTION 2. This resolution supersedes Resolution 2022-079.

\* \* \*

ADOPTED September 13, 2022 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

## REPLACEMENT VEHICLES LIST

### FY 2023

VEHICLE NUMBER	YEAR	MAKE & MODEL	ESTIMATED COST
<b>POLICE</b>			
127	2023	TOYOTA CAMRY/HYBRID	\$55,000
<b>PUBLIC WORKS</b>			
202	2023	FORD F-350	\$80,000
205	2023	FORD F-350	\$130,500
234	2022	FREIGHTLINER/TYMCO	\$350,000
<b>PARKS &amp; RECREATION</b>			
316	20	FORD TRANSIT VAN	\$100,000

- Yellow highlights denote vehicles deferred from approved FY '22. Initial purchase of these vehicles was authorized by Council on Sept. 14, 2021. Cost increases for these two vehicles (parts, labor) since authorization have been included in the FY '23 budget. These increases amount to \$80,000.



# STAFF REPORT

**Meeting Date:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Bozhena Palatnik, Public Works Department, (650) 595-7463,  
bpalatnik@belmont.gov  
**Agenda Title:** 2023 Sewer Rehabilitation Project – Design Services  
**Agenda Action:** Resolution

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## **Recommendation**

Adopt a resolution authorizing the City Manager to execute a Task Order with Schaaf and Wheeler Consulting Civil Engineers for an amount not to exceed \$130,690 for 2023 Sewer Rehabilitation Project.

## **Strategic Focus Area**

Infrastructure and Mobility

## **Background**

As part of the on-going Pavement Rehabilitation Program, City staff is planning to reconstruct pavement on 10 streets in summer of 2023. All streets are in poor condition and require significant amount of work. In an effort to avoid cutting into newly paved roads, staff prefers to assess the sewer infrastructure at these locations before they get re-paved. Public Works Operations and Engineering staff video inspected all sanitary and storm sewer infrastructure located under these streets, evaluated the results, and determined that several sanitary sewer pipes are deteriorated and need to be replaced/repared prior to pavement project. The infrastructure in need of repairs is located on the following streets:

- Arbor Avenue
- South Road
- Middle Road
- Hillman Avenue
- Lyon Avenue

Approximately 3,500 linear feet of pipes need to be replaced and/or repaired using open trench and/or trenchless methods.

## **Analysis**

In order to complete the sewer repairs and replacements prior to the street rehabilitations, the City plans to complete the sewer construction by July 2023.

Staff solicited proposals from civil engineering firms under its on-call agreements to conduct design, bid and construction support services. Only two proposals were received and after reviewing the proposals, staff deemed Schaaf and Wheeler Consulting Civil Engineers' proposal responsive to provide design and



construction support services for this project.. The design will start in September 2022 and be finished before the end of the calendar year 2022, giving sufficient time to bid and construct the project.

**Alternatives**

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

**Attachments**

- A. Resolution

**Fiscal Impact**

- No Fiscal Impact
- Funding Source Confirmed: Residential Gravity Replacement Project #7074, Account 503-3-730-7074-8331.

**Source:**

Staff

**Purpose:**

Discretionary Action

**Public Outreach:**

Posting of Agenda

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
APPROVING 2023 SEWER REHABILITATION PROJECT – DESIGN TASK ORDER  
WITH SCHAAF AND WHEELER CONSULTING CIVIL ENGINEERS**

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WHEREAS, Public Works staff video inspected sanitary and storm sewer pipes prior to 2023 Pavement project and discovered 3,500 linear feet of (VCP?) sanitary sewer pipes in need of repair/replacement; and,

WHEREAS, Staff solicited proposals from qualified civil engineering firms under existing on-call agreements; and,

WHEREAS, Staff selected Schaaf and Wheeler Consulting Civil Engineers to design this project.

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

SECTION 1. The City Manager is authorized to execute a Task Order with Schaaf and Wheeler Consulting Civil Engineers for an amount not to exceed \$130,690.

\* \* \*

ADOPTED September 13, 2022 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:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Jared Barrilleaux, Public Works, (650) 595-7469, [jbarrilleaux@belmont.gov](mailto:jbarrilleaux@belmont.gov)  
**Agenda Title:** Ralston Corridor Improvement Project – Segment 3 Notice of Completion  
**Agenda Action:** Resolution

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## **Recommendation**

Adopt a resolution accepting work and authorizing the issuance of a Notice of Completion for the Ralston Corridor Improvement Project – Segment 3, City Contract Number 2020-589, for a final contract cost of \$2,252,285.

## **Strategic Focus Area**

Infrastructure and Mobility

## **Background**

Ralston Avenue Corridor Improvements – Segment 3 is a multimodal transportation improvement designed to improve safety for people biking, walking and driving along Ralston Avenue from Alameda De las Pulgas to South Road. The City was awarded about \$1 million from the One Bay Area (OBAG 2) grant by the City/County Association of Governments to complete Segment 3 under federal funding. Another \$1 million has been awarded from the County Transportation Authority specifically for the sidewalk and bike lane portions of the project, Measure W is contributing \$400,000 and Council has authorized \$580,000 in Measure I funds totaling just over \$3 million to cover construction and inspection related costs.

The project consists of concrete sidewalk construction to replace asphalt sidewalk previously in poor condition along the project segment on the Ralston Avenue corridor. New lasting concrete sidewalk paths have been widened to provide adequate width for pedestrians and ADA paths of travel, and large mature trees have been preserved along the sidewalk. Curb faces have been realigned to allow room for new contiguous Class II bike lanes in areas where bike lane gaps existed. New curb ramps are included in the project at some street corners to meet Americans with Disabilities Act (ADA) guidelines. At two locations Rectangular Rapid Flashing Beacon Systems (RRFBs) are added to create a safer measure of street crossing at high-density crossing locations at Chula Vista and just west of South Road. The City's goal for the Ralston Avenue Corridor Improvements – Segment 3 is to increase the overall safety of the corridor for all travelers and that goal has been met with substantial completion.

In May 2022 Council authorized an additional Measure I contribution to augment existing grant funds and revise the pavement repair strategy, focusing the project benefits on the long-term investment to the roadway using cold in-place recycled pavement. At the time of staff report preparation, the contractor for the project had given staff an estimated date and cost for the work. However, since Council approval in May, the contractor was unable to commit to the cost proposal provided or the required schedule for



work to occur during summer months and before start of school fall schedules, and more problematically, they did not honor the originally estimated cost to complete the cold in-place recycled pavement rehabilitation. As a result, and to prevent cost overruns, the proposed pavement work will be rebid for construction in summer 2023 under a separate contract to complete pavement rehabilitation and restriping work along the Ralston Segment 3 corridor.

**Analysis**

The project is now complete to the satisfaction of the City in accordance with the construction plans and specifications. The total cost of construction is \$2,252,284.68 which is within the approved budget.

During construction, the contractor experienced unforeseen conditions in the field due to utility, underground, and property related driveway conflicts, which resulted in 11 change orders. The City has retained 5% from Interstate Grading and Paving, Inc. to ensure that all subcontractors and suppliers are paid. The procedure for releasing the retention is the City Council’s acceptance of the work with authorization to issue and record the Notice of Completion. Retention will be released by September 20, 2022 which is 60 days from July 22<sup>nd</sup> - the date of project substantial completion. The contractor has also submitted one claim to the City for disputed work and that claim is expected to be resolved outside of this notice of completion in accordance with the Public Contract Code.

**Alternatives**

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

**Attachments**

- A. Resolution

**Fiscal Impact**

No Fiscal Impact

Funding Source Confirmed: \$2,252,284.68 was expended from 234-3-730-9030, Project #3223. The unspent balance will be returned to the fund balance of the Street Improvement Fund, and reappropriated during the budget development process for next summer’s (FY 2024) Ralston recycled paving project.

**Source:**

Staff

**Purpose:**

Statutory/Contractual Requirement

**Public Outreach:**

Posting of Agenda

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ACCEPTING THE WORK AND AUTHORIZING THE ISSUANCE OF A NOTICE OF COMPLETION TO INTERSTATE GRADING AND PAVING INC., CITY CONTRACT NUMBER 2020-589**

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WHEREAS, on January 26, 2021, the City Council approved the project plans and specification and authorized advertising and awarding the Ralston Corridor Improvement Project – Segment 3, City Contract Number 2020-589, for an amount not to exceed \$2,900,000 and a ten percent construction contingency; and,

WHEREAS, on March 2, 2021, staff conducted a successful bid opening with lowest responsible bid received at \$2,145,536; and,

WHEREAS, the total cost of construction is \$2,252,284.68.

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

SECTION 1. Accepts the work as completed.

SECTION 2. Authorizes the City Clerk to issue the Notice of Completion to Interstate Grading and Paving, Inc.

SECTION 3. Authorizes the City Clerk to file Notice of Completion with the San Mateo County Clerk-Record's office for the Ralston Corridor Improvement Project – Segment 3, City Contract Number 2020-589

\* \* \*

ADOPTED September 13, 2022 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:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Jozi Plut, CMC, City Clerk | Communications Coordinator, [jplut@belmont.gov](mailto:jplut@belmont.gov), 650-595-7414  
**Agenda Title:** JPW Communications Strategic Communications Services  
**Agenda Action:** Resolution

---

## **Recommendation**

Adopt a resolution authorizing the City Manager to execute Amendment 1 to Task Order No. 2 with JPW Communications to provide support services for the City's 2020-2025 Strategic Communications Plan implementation in an amount of \$24,000, for a total not-to-exceed amount of \$78,000.

## **Strategic Focus Area**

Fiscal and Organizational Sustainability

## **Background**

The City issued Task Order No. 2 on (DATE) to JPW Communications to provide assistance with City's communication implementation plan and branding efforts for fiscal years 2021 and 2022 in an amount not-to-exceed \$54,000.

## **Analysis**

JPW served as the City's consultant for Citywide communications and communications plan development consisting of community engagement framework as a result the 2020-2025 Strategic Communication Plan.

JPW provided additional services during the City's budget formation including assisting the Communications Coordinator and other City Departments with drafting outreach materials, ongoing implementation of Strategic Communication Plan, facilitation of an internal Public Information Network and creative production related to social media and branding.

Staff is requesting that the City Council authorize an amendment to Task Order No. 2 for an amount of \$24,000, for a total not-to-exceed amount of \$78,000, which will encompass additional work to date as well as ongoing as-needed services needed for calendar year 2022.

## **Alternatives**

1. Take no Action
2. Refer to staff for more information

## **Attachments**

- A. Resolution



**Fiscal Impact**

No Fiscal Impact

Funding Source Confirmed: 101-1-111-8351. There is sufficient funding in the FY 2023 budget under the City Manager's Department for this purpose.

**Source:**

Staff

**Purpose:**

Discretionary Action

**Public Outreach:**

Posting of Agenda

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO TASK ORDER NO. 2 WITH JPW COMMUNICATIONS TO PROVIDE SUPPORT SERVICES FOR THE CITY'S 2020-2025 STRATEGIC COMMUNICATIONS PLAN IMPLEMENTATION IN AN AMOUNT OF \$24,000, FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$ 78,000.**

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WHEREAS, The City initiated Task Order No. 2 to its Master Services Agreement with JPW Communications for strategic communication services in July 2021 in the amount of \$54,000; and,

WHEREAS, Additional services are required to facilitate additional communications needs for the City; and,

WHEREAS, City Council approval is required to encumber additional funds necessary to utilize JPW Communications consulting services.

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

SECTION 1. The City Manager is authorized to execute an amendment to Task Order No. 2 with JPW Communications in amount of \$24,000, for a total not-to-exceed amount of \$78,000.

\* \* \*

ADOPTED September 13, 2022 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:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Nima Mazhari, Public Works, (650) 730-5706, NMazhari@belmont.gov  
**Agenda Title:** San Juan Pump Station Slope Repair Project Rejection of All Bids, CCN 2019-579  
**Agenda Action:** Resolution

---

## **Recommendation**

Adopt a resolution rejecting all bids received for the San Juan Pump Station Slope Repair Project, City Contract Number 2019-579.

## **Strategic Focus Area**

Infrastructure and Mobility

## **Background**

On February 2019, during a period of prolonged and intense rainfall, 1,200 square feet of the East Laurel Creek bank below the San Juan Sewer Pump Station failed. The bank became saturated and one tree that was helping to stabilize the slope was uprooted. The slope has been tarped since the incident to avoid further slippage. The creek bank adjacent to the pump station is steeply sloped along the edge of the pump station. The City initiated a geotechnical and structural assessment of the creek bank wall subsequent to the slope failure. The pump station is a critical facility as one of Belmont's largest volume sanitary sewer lift stations.

## **Analysis**

On February 22, 2022, the City Council approved the project plans and specification and authorized advertising and awarding the project for an amount up to the engineer's estimate of \$275,000. On August 4<sup>th</sup>, the City held a Bid Opening. Only one general contractor submitted a bid as follows:

1. Redgwick Construction Company      \$363,252.00

Due to the project only having one bid and the significant apparent additional construction costs due to shortened construction window due to winter rains and construction moratorium within the creek bed, City staff believes that it is in the City's best interest to reject all bids and re-bid the project in January 2023, a time of year when bids are generally more competitive. The City is rejecting the bids per Public Contract Code Section 22038 (a) which states that the city has the discretion to reject any bids presented. City staff will update the engineer's estimate, and repackage the project in order to make the project more attractive to prospective bidders. The re-bidding of the project during this time will most likely reduce the project cost depending on regional economic conditions at the time.



**Alternatives**

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

**Attachments**

- A. Resolution

**Fiscal Impact**

- No Fiscal Impact  
 Funding Source Confirmed:

**Source:**

Staff

**Purpose:**

Statutory/Contractual Requirement

**Public Outreach:**

Posting of Agenda

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT  
REJECTING ALL BIDS RECEIVED FOR THE SAN JUAN PUMP STATION SLOPE  
REPAIR PROJECT, CITY CONTRACT NUMBER 2019-579**

---

WHEREAS, on February 22, 2022, the City Council approved the project plans and specifications and authorized advertising and awarding the project for an amount up to the engineer’s estimate of \$275,000; and,

WHEREAS, on August 4, 2022, during Bid Opening, the City received one bid in the amount of 363,252.00, which was significantly higher than the engineer’s estimate; and,

WHEREAS, due to the limited number of bids and significant additional costs, and in accordance with California Public Contract Code Section 22038, it is in the City’s best interest to reject all bids and re-bid the project in January 2023.

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

SECTION 1. The Council rejects all bids received for the San Juan Pump Station Slope Repair Project, City Contract Number 2019-579.

\* \* \*

ADOPTED September 13, 2022 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:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Carlos de Melo, Community Development Director, (650) 595-7440  
cdemelo@belmont.gov  
**Agenda Title:** Service Agreement Amendment No. 1 with 4 Leaf, Inc. for Building Inspection Services  
**Agenda Action:** Resolution

---

### **Recommendation**

Adopt a resolution authorizing the City Manager to execute Amendment No. 1 to the Service Agreement with 4 Leaf, Inc to provide building inspection services in the amount of \$99,910 for a total not-to-exceed amount of \$149,865.

### **Strategic Focus Area**

Economic Development and Housing

### **Background**

From time to time the City uses third-party building inspection staff for services related to large-scale, complex development project review, and all inspection disciplines. These projects/services require skilled building staff with expertise which may not be readily available inhouse, and/or manage one time peak workload demands.

### **Analysis**

Staff requests that the City Council authorize Amendment No. 1 to the Service Agreement amendment for building inspection services related to development projects, and City-wide building inspections on an as assigned basis, from 4 Leaf, Inc. at the rates set forth in Attachment B, in an amount of \$99,910 as outlined in Attachment C, for a total not-to-exceed amount of \$149,865. These provisions are enumerated in the proposed resolution accompanying this report, contingent upon the availability of existing funds and with the expectation that service costs will be recouped from fees collected from building plan check/inspection applicants.

City staff believes use of third-party building inspection services (as necessary) is reasonable and appropriate. Due to significant development activity occurring throughout the city (in multiple forms), there is a clear anticipated increase in complex development review applications and associated building construction inspections. Use of such services via third-party assistance will free up staff resources to expedite plan review, reduce wait times for inspection requests, and will assist in managing the Permit Center project load in a timely manner.

4 Leaf, Inc. currently provides building inspection services to Belmont and several Bay Area cities, and on an individual development project management basis. They employ building staff with various skill



sets that can meet both short- and long-term staffing needs for public jurisdictions. 4 Leaf, Inc. has a significant group of building staff to meet a wide variety of plan review/inspection needs. They are available to provide ICC certified inspectors as assigned including staffing for short-term assignments including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

Staff requests that the City Council authorize Amendment No. 1 to the service agreement with 4 Leaf, Inc. in an amount of \$99,910 to cover services estimated for the remainder of FY 2023. Building inspection services related to complex development projects are typically funded by the applicant, and therefore is not expected to have a direct financial impact on the City. For other matters, the authorization for procurement of planning services requested is limited to the amount of available funds appropriated within the fiscal year budget for that purpose.

**Alternatives**

- 1. Deny the request.
- 2. Continue the item for further discussion.

**Attachments**

- A. Resolution
- B. 4 Leaf, Inc. Service Rates
- C. 4 Leaf, Inc. Cost Proposal for Building Inspection Services – FY 2023
- D. 4 Leaf, Inc. Qualifications/Profile

**Fiscal Impact**

No Fiscal Impact

Funding Source Confirmed:

Use of Building Inspection Services will be typically funded by the applicant as part of Project Development Review/Inspection Services fees and not expected to have a direct financial impact to the City.

**Source:**

Staff

**Purpose:**

Discretionary Action

**Public Outreach:**

Posting of Agenda

**RESOLUTION NO. 2022 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING AMENDMENT NO. 1 TO THE SERVICE AGREEMENT WITH 4 LEAF, INC. FOR BUILDING INSPECTION SERVICES IN THE AMOUNT OF \$99,910 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$149,865**

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WHEREAS, the City has need from time to time of building inspection services related to larger scale, complex development projects and multi-disciplinary inspections that require skilled building staff/project managers with particular expertise; and,

WHEREAS, the City has previously established a Service Agreement with 4 Leaf, Inc. and has demonstrated expertise in the building inspection field; and,

WHEREAS, building inspection services related to complex development applications are typically funded by the applicant, and therefore is not expected to have a direct financial impact on the City; and,

WHEREAS, for other matters, the authorization granted herein for procurement of building inspection services is limited to the amount of available funds appropriated within a fiscal year budget for that purpose.

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

SECTION 1. The City Manager is authorized to execute Amendment No. 1 to the service agreement with 4 Leaf, Inc to provide building inspection services in the amount of \$99,910 for a total not-to-exceed amount of \$149,865.

\* \* \*

ADOPTED September 13, 2022 by the City of Belmont City Council by the following vote:

Ayes:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## ATTACHMENT B

### 4 LEAF, INC. SERVICE RATES

Training Building Inspector .....	\$70/hour
Residential Building Inspector (Building Inspector I) .....	\$93/hour
Commercial Building Inspector (Building Inspector II) .....	\$103/hour
Senior Combination Building Inspector (Building Inspector III) .....	\$118/hour
Interim Chief Building Official.....	\$143/hour
Clerk/Administrator .....	\$70/hour
Permit Technician .....	\$75/hour
Senior Permit Technician .....	\$85/hour
On-Site Structural Plan Review Engineer .....	\$135/hour
On-Site Non-Structural Plans Examiner .....	\$115/hour
Civil Plan Review (Grading, Improvement Plans) .....	\$165/hour
Fire Protection Engineer (FPE) .....	\$195/hour
Fire Plan Examiner .....	\$130/hour
Fire Prevention Officer .....	\$130/hour
Fire Inspector I .....	\$120/hour
Fire Inspector II .....	\$135/hour
Public Works Inspector .....	\$157/hour
CASp Inspection .....	\$160/hour
Software Consultant .....	\$170/hour
Project Inspector / Inspector of Record .....	\$135/hour
OSHDP Review/Inspector .....	\$140/hour
Permit/Counter Manager .....	\$110/hour
Off-Site Project Manager .....	\$180/hour
Principal-in-Charge .....	\$205/hour



## Task Order: Building Inspection Services

**DATE:** 09/01/22  
**PROPOSAL No.:** P5035  
**CLIENT:** City of Belmont  
**PROJECT:** Building Inspection Services  
**LOCATION:** 1 Twin Pines Lane  
Belmont CA 94002

ITEM: I Building Inspection Services	4LEAF Personnel	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
Building Inspection Services	TBD	970	\$103	\$99,910
<i>Preliminary Sub-Total of Services provided by 4LEAF</i>				<b>\$99,910</b>

<i>Preliminary Estimated Fees</i>	<b>\$99,910</b>
<i>Project Management &amp; Administration N/A</i>	<b>\$0</b>
<i>Total Preliminary Estimated Fees</i>	<b>\$99,910</b>

Estimate is for 4LEAF to provide Building Inspection Services to the City of Belmont. **This estimate is not to exceed \$100,000.**

**Scope of Work:** 4LEAF will provide a qualified building inspector to perform building inspection services for the City.

This assignment is for two to three days per week (16-24 hours per week). The City may extend these services as-needed.

This is a time and materials estimate for these services and will be in accordance of the terms and conditions of 4LEAF's on-call Agreement.

4LEAF will bill the rate of \$103/hour for these services. All work will be billed at 4 hour minimums and billed in 4 hour increments.

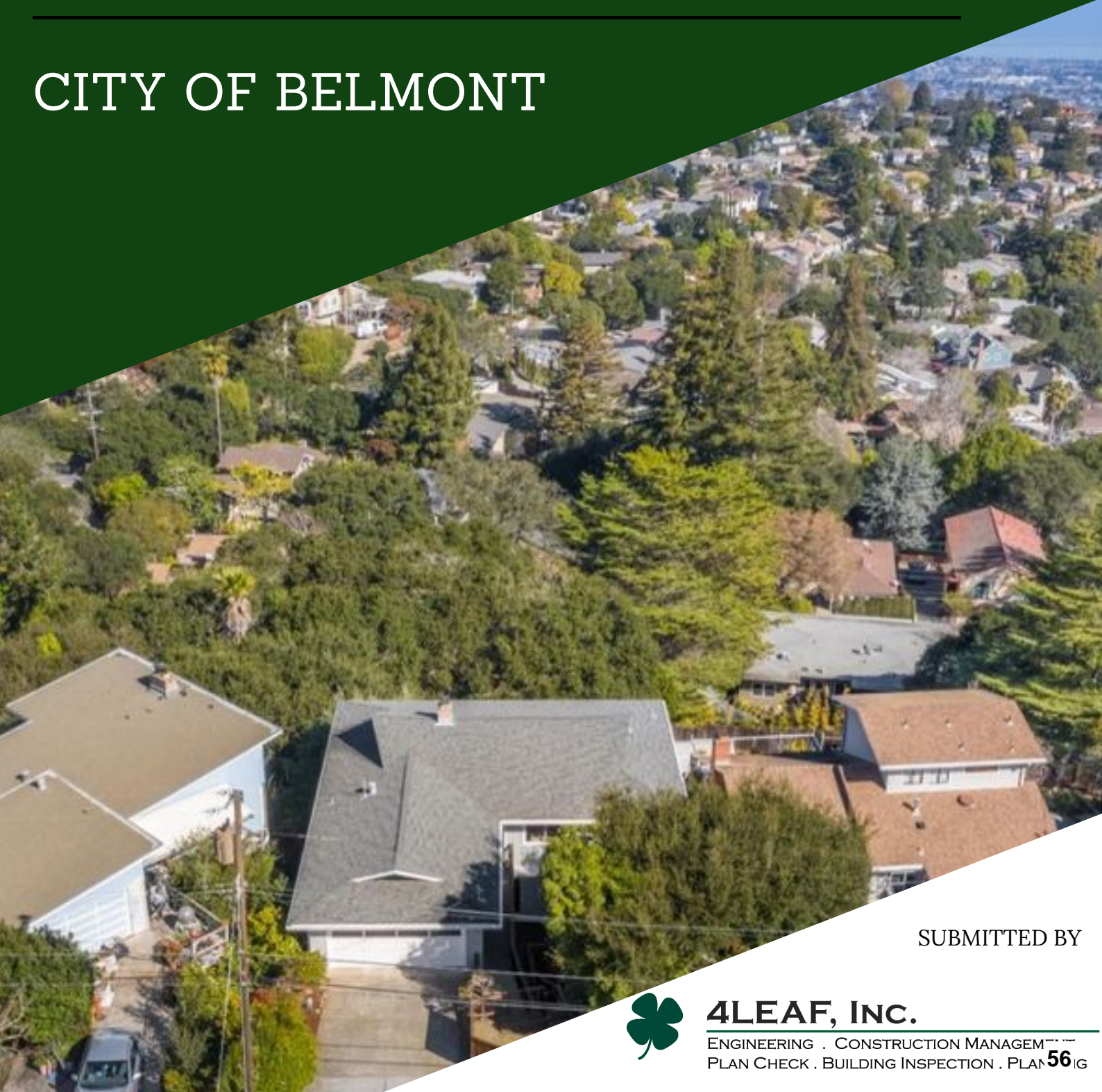
This cost estimate is for 9/1/22 - 6/30/23. Personnel may be subject to change.

NOVEMBER 3, 2021

QUALIFICATIONS TO PROVIDE

# INSPECTION, PLAN REVIEW, & CODE ENFORCEMENT SERVICES

## CITY OF BELMONT



SUBMITTED BY



**4LEAF, INC.**

ENGINEERING . CONSTRUCTION MANAGEMENT  
PLAN CHECK . BUILDING INSPECTION . PLAN 56IG

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## **APPENDIX**

Resumes

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Section 1

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Cover Letter



City of Belmont  
Community Development  
ATTN: Dino Francesconi, Building Official  
1 Twin Pines Lane, Suite 310  
Belmont, CA 94002

November 3, 2021

**RE: Qualifications to Provide Inspection, Plan Review, and Code Enforcement Services.**

Dear Mr. Francesconi,

4LEAF, Inc. (4LEAF) is pleased to present our qualifications to provide Plan Review, Inspection, and Code Enforcement services to the City of Belmont (City). 4LEAF has been providing these services to numerous clients throughout California for more than 20 years and is looking forward to the opportunity to provide these services to the City. 4LEAF is the ideal choice for the following reasons:

**☑ Local Presence**

4LEAF works with many local municipalities providing the requested services. We have the local personnel ready to service the City and are supplying services to approximately 250 public agencies throughout California, including Northern California municipalities such as:

- City of San Mateo
- County of San Mateo
- City of Foster City
- City of Mountain View
- City of Palo Alto
- City of Redwood City
- City of Los Altos Hills
- City of Menlo Park
- City of Santa Clara
- County of Santa Clara
- City of Cupertino
- City of Half Moon Bay

**☑ Approach**

Our staff incorporates the right combination of experience, education, certifications, and registrations, which allow the 4LEAF team to provide a wide range of resources customized to the specific requirements of each client and project. 4LEAF Principals and Project Managers have the experience to handle any service request made by current and prospective clients.

You can be confident that the City of Belmont team will be partnering with staff that understands your department, project, and service protocols. Our approach to providing services to the City is straight forward:

- Provide qualified professionals who know how to partner successfully with the City
- Supply proven resources and innovative ideas
- Offer resource reliability and flexibility
- Respond to the City's needs
- Communicate with the City, Developers, Contractors, Architects, and homeowners

**☑ Plan Review**

4LEAF is one of the Building & Safety industry's leader in Plan Review Services, which include:

- Structural Engineers, CASp, and Mechanical/Electrical/Plumbing/Fire Plan Review Staff
- Less than 24-hour pickup and delivery of all plan reviews performed off-site
- Electronic plan review services
- Expedited plan review services
- Familiarity with programs such as Accela, EnerGov, eTRACKIT, iWorq, and e-PlanSoft
- Special negotiated discounted rates for large/complex reviews

**☑ Inspection**

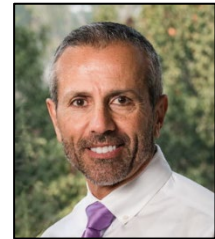
4LEAF has the largest group of building inspectors in California. 4LEAF has a proven track record of providing ICC certified inspectors as needed including staffing for short-term assignments including one day assignments to cover staff training, sick days, vacation days, or spikes in permit activity.

**☑ Code Enforcement**

4LEAF staff have the experience in working with property owners and other responsible parties to bring properties and/or conditions into compliance. Our Code Enforcement team has experience using administrative processes including issuing administrative citations to establish whether violations of law exist on a property. Our project experience in this scope can be viewed in Section 3.

**☑ Leadership**

The contract with the City of Belmont will be managed by Mike Leontiades. Mike is the Director of 4LEAF’s Plan Review and Inspection Services and is responsible for a team that has collectively performed more than \$16 billion of Building and Safety work. Mike’s responsibilities include the day-to-day contact with many of 4LEAF’s valuable clients including many jurisdictions in the San Mateo County area.



**☑ Contact**

Project Manager	Executive Project Manager	4LEAF Local Office
Mike Leontiades Office: (925) 462-5959 Mobile: (925) 681-8842 Email: <a href="mailto:MLEontiades@4leafinc.com">MLEontiades@4leafinc.com</a>	Craig Tole Office: (925) 462-5959 Mobile: (925) 580-4055 Email: <a href="mailto:CTole@4leafinc.com">CTole@4leafinc.com</a>	2126 Rheem Drive Pleasanton, CA 94588 Office: (925) 462-5959 Website: <a href="http://4LEAFINC.COM">4LEAFINC.COM</a>

We appreciate this opportunity to present our qualifications. Should you have any questions, please do not hesitate to reach out to Craig or Pete using the contact information above.

Respectfully submitted,

Craig Tole, Director of Development Services  
Executive Project Manager

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Section 2

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### Profile of the Firm



## SECTION 2: PROFILE OF THE FIRM

4LEAF is a California “C” Corporation that was established in 1999 and incorporated in 2001. Our extensive team of professionals are fully equipped with training and experience to provide complete services including Plan Review, Project Inspection, and Code Enforcement to municipal Building, Planning, Fire, and Public Works Departments. Our goal is to set the industry standard for excellent customer service, and we have grown to more than 300 personnel (including more than 175 Building Inspectors) throughout California, Washington, Nevada, and New England.

### Management Team

**President:** Kevin Duggan

Phone: (925) 462-5959

Email: [KDuggan@4leafinc.com](mailto:KDuggan@4leafinc.com)

**Contract PM/ Director of Operations:** Mike Leontiades

Phone: (925) 681-8842

Email: [MLEontiades@4leafinc.com](mailto:MLEontiades@4leafinc.com)

**Executive Project Manager:** Craig Tole

Phone: (925) 580-4055

Email: [CTole@4leafinc.com](mailto:CTole@4leafinc.com)

**Director of Code Enforcement:** Pete Roque

Phone: (562) 569-0098

Email: [PROque@4leafinc.com](mailto:PROque@4leafinc.com)

### Office Locations

**Bay Area - Headquarters**

2126 Rheem Drive  
Pleasanton, CA 94588

**Santa Cruz**

701 Ocean Street  
Santa Cruz, CA 95060

**Washington**

1201 Pacific Avenue, Suite 600  
Tacoma, WA 98402

**Southern California**

5140 Birch Street, Second Floor  
Newport Beach, CA 92660

**Sacramento**

8896 North Winding Way  
Fair Oaks, CA 95628

**4LEAF Consulting, LLC**

125 E. Reno Ave., Suite 3  
Las Vegas, NV 89119

**San Diego**

402 West Broadway, Suite 400  
San Diego, CA 92101

**Paradise**

6848 Skyway, Suite F  
Paradise, CA 95969

**New England**

132 Central St., Suite 210  
Foxboro, MA 02035

### Professionals

Title	# of Staff	Title	# of Staff
ICC Certified Plans Examiners	40+	ICC Certified Inspectors & Inspectors of Record	175+
ICC Certified Building Officials	20+	Registered Architects	5+
Registered Engineers (PE, SE)	20+	ICC Permit Technicians	30+
Code Enforcement Staff (PC832)	25+	CASp	14
Construction Managers/Inspectors	40+	Fire Plans Examiners & Inspectors	30+



## Mission

The 4LEAF strives to be the best firm by providing our clients with outstanding customer service and first-rate services. We put our philosophy into action by building client relationships and prioritizing the needs of our clients—this has led us to become the industry leader in providing Building and Safety Services to both public and private clients. We have worked with Building, Fire, Planning, and Public Works departments in the construction, rehabilitation, and repair of public and private buildings, and partnered with design review and preservation boards to determine building improvement criteria and associated project requirements.

We have a depth of experience in working with all types of building structures and have performed Inspection and Plan Review services on more than \$50 billion dollars in construction throughout the past 20 years. **Our Code Enforcement Division is a scope we have been aggressively expanding in recent years and we have doubled our team of professionals to further strengthen our project endeavors.** 4LEAF’s Code Enforcement staff is dedicated to preserving and enhancing the quality of life for the residents in our client jurisdictions and work toward a goal of resolving problems efficiently and safely. Enforcing and upholding municipal codes (including weed and community preservation, unpermitted construction, unsafe property conditions, hazards to public health, and zoning) is of utmost importance to 4LEAF. Our Code Enforcement Division endeavors to improve communities through education, cooperation, and responsive enforcement.

## Snapshot of Services

Code Enforcement & Building	Fire	Planning
<ul style="list-style-type: none"> <li>• Program Analysis &amp; Studies</li> <li>• Correcting Code Deficiencies</li> <li>• Investigating Complaints</li> <li>• Violation Issuance</li> <li>• Jurisdictional Inspectors               <ul style="list-style-type: none"> <li>❖ Residential &amp; Commercial</li> </ul> </li> <li>• OSHPD/DSA Inspectors of Record</li> <li>• ICC-certified Plan Reviewers</li> <li>• Certified Accessibility Specialists</li> <li>• Leed Accredited Professionals</li> <li>• ICC-certified Building Officials</li> <li>• Complete Building Dept. Services</li> <li>• On- and Off-Site Plan Review</li> <li>• Property Condition Surveys</li> <li>• Industrial, Energy, &amp; Solar Plan Review and Inspections</li> </ul>	<ul style="list-style-type: none"> <li>• Compliance for Site Access Reqs.</li> <li>• Compliance for Fire Flow Reqs.</li> <li>• Review of Fire Prevention, Suppression, and Detection Systems</li> <li>• Code Compliance for Sprinkler, Standpipe, Alarm, Notification Systems, and Fire Pump</li> <li>• Hazardous Occupancies, High Piled Storage, and Smoke Control Systems</li> <li>• Review of Alternate Means</li> <li>• Review of Methods Requests</li> <li>• Annual Business Inspections</li> <li>• Complete Fire Prevention Services</li> <li>• Fire Alarm/Sprinkler Inspections</li> <li>• Special Event Permits</li> <li>• Hazardous Materials Inspections</li> </ul>	<ul style="list-style-type: none"> <li>• Current and Long-Range</li> <li>• Phase I &amp; II Environmental Assmnts.</li> <li>• CEQA Review</li> <li>• Initial Studies</li> <li>• Environmental Impact Reports (EIR)</li> <li>• Emer. Ordinance &amp; Policy Drafting</li> <li>• Review for Rebuilds and Temporary Housing</li> <li>• Housing &amp; Safety Elements</li> <li>• Site Inspections</li> <li>• Application Processing</li> <li>• Developing Submittal Forms</li> <li>• Property Research</li> <li>• Land Use Applications</li> <li>• Design Review</li> <li>• Cannabis Regulations</li> </ul>



## Management Team

As your consultant, 4LEAF understands that our role is to be an advocate on behalf of City of Belmont and represent the City's best interests. 4LEAF's team will function as an extension of your staff, seamlessly integrating with the personnel and practices established by the City while adding the perspective and expertise that only 4LEAF can offer. Our goal, which we have successfully accomplished on previous clients' projects, is to have our staff integrate with yours and be accepted as an essential part of the City. Our team includes:

### Craig Tole – Director of Development Services/Executive Project Manager

Craig Tole has been the Director of the 4LEAF Development Services team for the past 16 years. He is responsible for municipal client management including staff recruitment, hiring, and placing for all building department personnel for positions such as Permit/Counter staff, Building Officials, Plans Examiners, Residential and Commercial Inspectors, and Inspection services for complex commercial developer funded projects.

Office - (949) 877-9432 | Cell - (925) 580-4055 | Email - [CTole@4leafinc.com](mailto:CTole@4leafinc.com)



### Mike Leontiades, CBO – Director of Plan Review and Inspection, Contract PM

As a former Building Official of the Town of Danville, Mike understands the municipal environment. Mike is responsible for a team that has collectively performed more than \$16 billion of Building and Safety work. Mike will handle all building department requests and assist the Plan Review team on all Plan Check requests made by the City.

Office - (925) 462-5959 | Cell - (925) 681-8842 | Email - [MLEontiades@4leafinc.com](mailto:MLEontiades@4leafinc.com)



### Pete Roque – Director of Code Enforcement/Project Manager

Pete is a Code Enforcement expert with over 17 years of experience in the field and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple California public agencies. With a demonstrated history of working in the government administration industry, Pete is skilled in Code Compliance, Government, Emergency Management, Law Enforcement, Disaster Response, and Plan Review.

Office - (925) 462-5959 | Cell - (562) 569-0098 | Email - [PROque@4leafinc.com](mailto:PROque@4leafinc.com)



### Raylee Glasser, CBO, Director of Jurisdictional Services

Raylee is an ICC Certified Residential Building/Fire/Plumbing Inspector, Plans Examiner, and Permit Technician with more than 17 years of Municipal Building Department experience. Raylee is responsible for training, mentoring, and placing Permit Technicians to Building and Fire Departments. She currently manages a team of over 20 staff.

Office - (925) 462-5959 | Cell - (925) 708-4209 | Email - [RGlasser@4leafinc.com](mailto:RGlasser@4leafinc.com)



All plan check pick-up requests will include Mike and Raylee when sent to [pickup@4leafinc.com](mailto:pickup@4leafinc.com).

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Section 3

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### Scope of Work

3.1 - Inspection

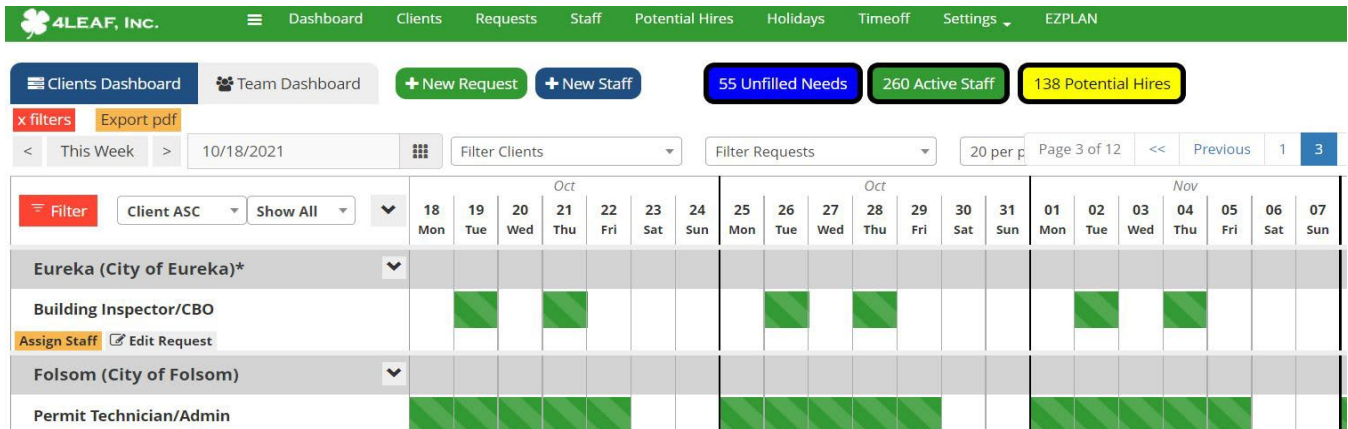


## SECTION 3: SCOPE OF WORK – INSPECTION

### Inspection Services

4LEAF has a team of more than 175 ICC Certified Building Inspectors, OSHPD/DSA Inspectors of Record, Fire Personnel, and Construction Inspectors working on various contracts. 4LEAF is headquartered in Pleasanton and has a team committed to work throughout the Bay Area who will remain for the duration of projects to ensure we capture the goals and performance that have made our inspection system successful.

We maintain the largest database of qualified inspectors of varied qualifications. Inspectors vary from current full-time inspection staff, idle staff (temporarily between assignments), and pre-qualified staff which include inspectors who are available subject to client demand. 4LEAF’s inspectors are all ICC Certified and experienced working within a municipal work environment. 4LEAF will provide inspectors with all the necessary tools, equipment, and current code books sufficient to facilitate all required inspections. **4LEAF can provide interim or full-time inspectors same-day or within one business day**—simply call, email, or text our assigned Project Manager for an immediate response. Our on-call database is utilized for all our clients for as-needed requests.



#### **Periodic Inspection Services** → Available Next Day

4LEAF can fulfill inspection requests immediately upon request including same day. 4LEAF has a wealth of local and available inspectors ready to serve the City. In addition, 4LEAF has a proven track record of providing such services to a number of different building departments.

#### **Part-Time Inspection Services** → Available Next Day

4LEAF will provide the City with part-time inspectors upon request. 4LEAF can provide part-time staff within 24 hours of request for any duration of time. 4LEAF’s Project Manager will work closely with the department to identify the right personnel and determine the appropriate work schedule.

#### **Full-Time Inspection Services** → Available Two Days or Less

4LEAF can provide full-time inspectors upon request. 4LEAF provides this service regularly to many clients throughout Northern California, Central Coast, Sacramento Valley, Peninsula/South Bay, East Bay, North Bay, and Central Valley.

#### **Project Specific Inspection Services** → Available Two Days or Less

4LEAF is often tasked with providing inspection services to large projects on behalf of municipalities. 4LEAF



currently handles large-scale projects for such clients as the City of Palo Alto, City of Cupertino, etc. These projects are developer funded into a separate City account which is distributed to 4LEAF using a separate invoice and contract number. This is particularly helpful to fast paced projects looking for continuous inspection services over a short period of time (i.e. 6 - 36 Months).

### Inspection Personnel

4LEAF will provide inspectors to perform inspections on permitted projects at each necessary point of progress, verifying compliance with the approved plans. 4LEAF inspectors will possess valid ICC certification or other equivalent certification acceptable. 4LEAF can also provide CASp Building Inspectors for disabled access inspections as needed. We will provide inspector qualifications to the Building Official or other designated City staff member for acceptance prior to assignment of duties. Below is a quick look into 4LEAF’s on-call inspection database, which is made of qualified and quality team members who are ready and able to take on the City’s projects. As you can see from this limited sample, we have an inspection team with years of experience and many varying ICC certifications as well as CASp inspectors already on hand.

Inspectors	Certifications
Christopher Fowler, CBO, OSHPD A	<b>Certified Building Official, OSHPD A, &amp; 25 ICC Certifications</b>
Jeff Rocca	33 ICC Certifications
Jane Alexander, CBO	<b>Certified Building Official &amp; 21 ICC Certifications</b>
Rory Shortreed, OSHPD A	OSHPD A & ICC Commercial Building Inspector
Martin Scott, OSHPD A, DSA 1	OSHPD A, DSA 1 Certification, ICC Commercial Building Inspector
Mike Leontiades, CBO	<b>Certified Building Official &amp; 9 ICC Certifications</b>
George Davis	Master Code Professional & 36 ICC Certifications
Lonell Butler, CBO	<b>Certified Building Official, CASp, &amp; 11 ICC Certifications</b>
Michael Renner, CBO	11 ICC Certifications
Lucas Chapman, CBO	<b>Certified Building Official &amp; 11 ICC Certifications</b>
Mike Emery	14 ICC Certifications
Dave Brakebill	13 ICC Certifications
Ed O’Reilly, CBO	<b>Certified Building Official &amp; 10 ICC Certifications</b>
Jerry Thome, CBO, CASp	<b>Certified Building Official, CASp, &amp; 9 ICC Certifications</b>
Emilio Torres	8 ICC Certifications
Jerry Brown	8 ICC Certifications
Wladyslaw Grobelny	8 ICC Certifications
David Rashé, CBO, CASp	<b>Certified Building Official, CASp, &amp; 11 ICC Certifications</b>
Brent Hipsher, CBO, CASp	<b>Certified Building Official, CASp, &amp; 6 ICC Certifications</b>
Zachary Karver	10 ICC Certifications
Marcus Johnson	7 ICC Certifications
Chris Rose	6 ICC Certifications
John Kuehl, CBO	6 ICC Certifications
Chris Pallares	5 ICC Certifications
Andrei Oustinov	5 ICC Certifications
Tim Orbea	5 ICC Certifications
Greg Adams, CBO	<b>Certified Building Official &amp; 4 ICC Certifications</b>
Chuck Venook	3 ICC Certifications
	<b>More than 100 additional ICC Certified Inspectors</b>



## Project Experience

### City of Cupertino, CA

#### *On-Call Plan Review, Fire Plan Check, and Inspection Services*

4LEAF performs on-call building inspection, plan review, and fire plan review services for the City of Cupertino. 4LEAF has completed numerous residential and commercial plan reviews.



#### **Apple Campus 2**

4LEAF provided the Building, Fire, and Public Works Department Inspection services on the largest private commercial construction project in the Country. 4LEAF was tasked with mobilizing a **project team of more than 20** Building, Fire, and Public Works Inspectors, Project Administration Staff, and Engineering team for this more than **\$6 Billion project**. 4LEAF was responsible for coordinating the inspections in relation to the City’s permits and ultimately packaging milestones of the project for occupancy approval from the City’s Chief Building Official. The project included:



- **Main Building** – The Main Building accommodates up to 12,000 employees and comprises approximately 2.8 million square feet.
- **Corporate Fitness Center** – Comprising approximately 100,000 square feet.
- **Corporate Auditorium** – Comprising approximately 120,000 square feet and will hold up to 1,000 people.
- **North and South Parking Structures** – Two above-grade parking structures of approximately 6,000 spaces.
- **Central Utility Plant** – Integrated parking structure and serves all buildings on the Main Building site.
- **Phase 2 Research and Development Buildings** – 600,000 square feet of office, research, and development and two separate above ground parking garages.



**4LEAF was recently selected to perform inspections for the \$2.2 Billion Vallco project.** The Vallco project will provide approximately 430,939 square feet of new retail along with 2,402 residential units and 1,981,447 square feet of office with eleven (11) 22-story mixed-use high-rise buildings connected by a 30-acre green roof spanning the majority of the Vallco property.



4LEAF performed a review on the **Main Street Cupertino Project**. The 17.4 acre Downtown Cupertino project includes 130,000 square feet of retail space, 100,000 square feet of office space, and 160 units of high-end senior Housing, and a 150-250 room hotel.



**Agency Name:** City of Cupertino  
**Project Dates:** 2010 – 2018  
**Client Contact:** Albert Salvador, P.E., C.B.O., Chief Building Official  
**Client Telephone:** Office: (408) 777-3328  
**Client Address:** 10300 Torre Ave, Cupertino, CA 95014  
**Contact Email:** [AlbertS@Cupertino.org](mailto:AlbertS@Cupertino.org)



**City of Sand City, CA**

*Inspection and Plan Review Services*

4LEAF was selected as the sole provider of Plan Review and Inspection Services for three major developments to be constructed over the next five years. 4LEAF will provide continuous inspection services and plan review for each project which will utilize 4LEAF’s internal management system EZPlan Review and GoFormz.



**South of Tioga**

The project consists of a mixed use (residential and commercial) development project on an approximate 10.64 acre site bounded by Tioga Avenue to the northeast, California Avenue to the southeast, East Avenue to the southwest, and the Merle Street right-of-way to the northwest, and includes 356 multi-family residential units, 216 hotel units, and a restaurant. There will also be a surface parking lot as well as a multi-story parking garage. The project will merge existing lots, abandon existing public rights-of-way, creates six new parcels (HI, HIA, H2, H2A, R-1, and R-2), relocates an existing wastewater lift station, dedicates additional right-of-way to, or relocation of, existing streets, and dedicates right- of-way for new public streets. The project was separated into five (5) separate components.



1. Demolition of multiple buildings on approximately 41 existing parcels.
2. Completion of new public streets and rights-of-way, utility and infrastructure installation, and preparation of development pads on each of the projects newly created parcels.
3. Construction of a four-story wood frame building consisting of a 216-room Hotel and restaurant with associated parking adjacent to the building.
4. Construction of 7-story multi-family residential structure consisting of 125-unit.
5. Construction of 7-story multi-family residential structure consisting of 231-units with an associated 4-story concrete parking garage.

**Eco Resort**

The project, which will take ~3 years to complete, will be a mixed-use development of 184 hotel rooms, 92 hotel condominium units, 92 residential condominiums, full-service spa, two restaurants, and conference space. The project site sits on what was once one of the largest sand mines in the US and will be designed using smart building technologies including alternative energy systems, a graywater system, daylighting, green roofs, and living walls that together reduce carbon emissions by 50% and cut utility costs.



**Client Name:** City of Sand City  
**Project Location:** Sand City, CA  
**Client Contact:** Aaron Blair, City Manager  
**Client Address:** 1 Pendergrass Way, Sand City, CA 93955  
**Client Telephone:** (831) 394-3054  
**Contact Email:** [Aaron@SandCityCA.org](mailto:Aaron@SandCityCA.org)

**Key Personnel**  
 Craig Tole – Consultant PM  
 John Kuehl, CBO – Consultant PM



4LEAF has been providing full-service Building Department Services to the City of Hollister since 2012. Currently 4LEAF has seven (7) full-time employees at the City who provide building official, building plan check, building permit issuance, and combination building inspection services as would be expected as a standard function of a Building Department. 4LEAF also provides off-site plan check and fire plan check services.



**Services provided to the City includes:**

- Combination inspections to verify with City of Hollister’s latest adopted and amended Title 24 California Building Codes, parts, 2,3, 4, 6, 8, and 12 covering structural, fire, life-safety, disables access, energy conversion, plumbing mechanical and electrical installations.
- Off-site plan review. 4LEAF’s off-site plan review team completes residential and commercial plan reviews on any projects not performed by on-site personnel. Plans include an initial review and subsequent rechecks. All pick-up or shipping expenses are covered by 4LEAF. All initial plan reviews for residential, commercial, and large commercial are completed within (10) working days of submittal. Subsequent reviews are completed within (5) working days of the resubmittal.
- Preparation of all building permits and related paperwork to be submitted to the City for collection of permit fees.
- Collection of all fees for building inspection and review services at Building Department office and submits to the City’s Finance Department all received payments by the close of each business day.
- All inspections completed within one (1) working day of request by a permit holder for any work which requires a building permit.
- Certification in writing that each inspection performed and authorized as complete, conforms to all applicable local, State, and federal building codes, ordinances, regulations and requirements, and that the work is in conformity with applicable approved plans and specifications.
- Fire plan checks of alarm permits, fire sprinkler systems, hood system, and underground storage tanks for compliance with all applicable, local, state, and federal codes. Provides all approved plans to the City fire department to make inspections. Collects fees for fire plan checks, fire permits and fire inspections.



**Agency Name:** City of Hollister  
**Contact Name:** Brett Miller, City Manager  
**Contact Telephone:** Office: (831) 636-4300  
**Contact Email:** [Brett.Miller@CityofHollister.ca.gov](mailto:Brett.Miller@CityofHollister.ca.gov)  
**Employees:** Currently approximately four (4) 4LEAF employees  
**Services:** Plan Review, Permit Technicians, and Building Inspection  
**Date of Service:** 2012 - Present



4LEAF was selected as the sole provider of Building Department Services for the City of Pacific Grove in 2019 on a five-year contract. 4LEAF provides the entire Building Department personnel group and also helped the City implement the new permitting software iWORQs in 2019. 4LEAF scope of services includes:



- Chief Building Official
- Building Inspection Services
- Over-the-Counter Plan Review
- Off-site Plan Review
- Permit Software Consulting

**Hotel Durell**

Starting in 2020, 4LEAF will begin working on the Plan Review and Project Inspection Services for the new Hotel Durell. 4LEAF will provide complete Building Plan Review on this project to include structural, mechanical, electrical, plumbing, Title 24, and Accessibility per the current building code and standards. This waterfront project will take the place of the American Tin Cannery at 157 Grand Avenue and provide the community with a landmark location sure to increase tourism and add to the already improving Downtown. The project was designed by the RRM Design Group which has focused on adding local architectural elements to tie in to the downtown and community appeal. The project will consist of:

- 116 Room Hotel
- 3.1 Acre Lot
- 3 Stories
- 2 Conference Rooms
- Valet Parking Garage (51 Spaces)



**Estimated Contract Value: ~\$2.7 million**

**Client Name:** City of Pacific Grove  
**Project Location:** Pacific Grove, CA  
**Client Contact:** Ben Harvey, City Manager  
**Client Address:** 580 Pine Ave, Pacific Grove, CA 93950  
**Client Telephone:** (831) 648-3106  
**Contact Email:** [CityManager@CityofPacificGrove.org](mailto:CityManager@CityofPacificGrove.org)

Key Personnel  
 Craig Tole – Consultant PM  
 John Kuehl – Building Official  
 Lisa Feliciano – Permit Technician  
 Bob Tucker – Building Inspector

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Section 3

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### Scope of Work

#### 3.2 - Plan Review



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## SECTION 3: SCOPE OF WORK – PLAN REVIEW

### Plan Review Services

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4LEAF will provide Plan Review for any and all types of structures to ensure compliance with all adopted codes, local ordinances (including Tier 1 of Cal Green, if required) and State and federal laws that pertain to Building and Safety, and for compliance with the adopted International Code Council (ICC) Building, Plumbing, Electrical, Mechanical, National Fire Protection codes and standards, and the Accessibility and Noise and Energy Conservation requirements as mandated by the State of California Title 24, State of California Water Efficient Landscape Ordinance, the State of California Certified Access Specialist (CASp) compliance, and all other applicable ordinances. The types of projects we provide these services for include Single-Family Dwellings, large Multi-Family Mixed-Use Dwelling Units, Commercial, and Industrial.

### Approach

We understand that the specific building plan review responsibilities will include, but are not limited to:

- Examining plans, drawings, specifications, computations documents, soils reports, and additional data;
- Ascertaining whether projects are in accordance with applicable building and fire codes, and City ordinances, including but not limited to Title 24 and Title 25;
- Performing such reviews as structural, MEP, green building, fire and life safety, grading and drainage;
- Reviewing plans to ensure conformity to the required strengths, stresses, strains, loads, and stability as per the applicable laws;
- Reviewing plans to ensure conformity with use and occupancy classification, general building heights and areas, types of construction, fire resistance construction and protection systems, means of egress, accessibility, structural design, soils and foundations; and masonry;
- Providing additional plan review services as requested by the City;
- Conducting all plan review at the City Department or at a site mutually agreed upon in writing and;
- Supplying all plan review staff with all code books and other basic professional references.

### On- and Off-Site Review

4LEAF can supply Registered Professional Engineers to the City to work on-site performing structural plan review and non-structural reviews at the jurisdiction's discretion. Our experience includes checking for compliance with the structural, life-safety, accessibility, plumbing, mechanical, electrical, fire, and local codes/ordinances.

### Process Mapping

4LEAF aims to bring departmental processes together by identifying and eliminating obstacles to streamline processes. Our subject-matter experts visit each department within a jurisdiction to conduct an analysis of existing processes, identify how best to streamline separate departmental processes to improve workflow, and provide guidance and recommendations on an improved work plan. 4LEAF implementation staff work both on- and off-site during this process and offer extensive training to existing municipal staff members on the use of a jurisdiction's preferred permitting software. **We have a robust amount of experience with software that aids in the implementation of process mapping, such as e-PlanSoft, TRACKiT, EnerGov, Accela, and iWorq.**





## **Plan Review QA/AC Review Process**

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### **Task 1 – Project Tracking Set-up**

The first step of our process will be to set up the project in our system to enable 4LEAF and the City of Belmont each to track the progress of the review. Our plan tracking procedures are designed to track each submittal throughout the review process and maintain accurate and comprehensive records for each submittal.

### **Task 2 - Complete Submittal Review**

Upon receiving the plans from the City, 4LEAF will triage (preliminary plan review performed by 4LEAF plan review project lead) the submittal to verify that the submittal received is complete (i.e., all pertinent plans, calculations, reports, and other related documents) in order that we can begin our review. If the submitted package is incomplete, we will communicate with the City to discuss the deficient documents needed to proceed with our review.

### **Task 3 - Plan Review Assignment**

After the triage process is performed and a complete package is verified, the project will be assigned to the most qualified Plans Examiner and a turnaround time will be established. We will log each application into our database the same day the plans are received to assure that they are routed in a timely manner and to allow for daily project tracking.

### **Task 4 - Plan Review**

4LEAF will provide the project contact (Developer, Contractor, Architect, or Engineer) desired by the City of Belmont with a list of any items needing correction and clarification to comply with applicable building codes, ordinances, and regulations. A correction list will be created based on the missing codes and ordinances.

### **Task 5 - Quality Control**

Prior to submitting the plan review correction list to the City, the designated plan review project lead will review the correction list for adherence to applicable codes and ordinances as well as for accuracy and completeness. After completion of our quality control review a correction list will be e-mailed to a designated staff member at the City of Belmont or as directed by the City. The correction list and a 4LEAF transmittal form will include the following information: a description of the work, type of construction, occupancy group, square footage, number of floors, and sprinkler requirements.

### **Task 6 - Plan Review Rechecks**

Plans received for rechecks will be reviewed for conformance. Our goal is to actively work with the designers to resolve all unresolved issues after our second review. If it appears that there are complicated issues that might cause a project to go beyond our second review, we will communicate directly with the designer to resolve these concerns.

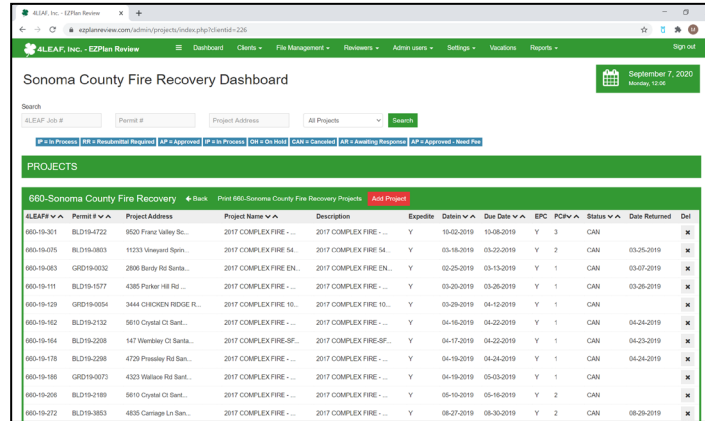
### **Task 7 - Project Approval**

Once the final plan reviews are completed and ready for approval, 4LEAF will organize the plans and supporting documents per the City of Belmont processing requirements and return them to the City, along with our letter of completion.



### 4LEAF's EZPlan Review

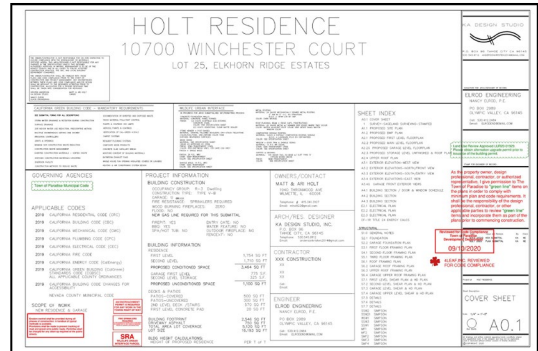
EZPlan Review is our in-house tracking software that acts as a communication tool between 4LEAF and the jurisdictions we work with. The use of EZPlan makes communication easy. This web portal allows users visualize project due dates, notes, and status updates so that projects can be followed from start to finish. Additionally, 4LEAF provides electronically stamped and uploaded copies of approved project plans, a value which saves clients time and resources. With the use of EZPlan, 4LEAF hopes to provide a level of ease and transparency during the off-site plan review process.



### Document Control

When plans and documents are received for review, 4LEAF's Plan Review Manager and Document Control Technician analyze the project, creates a job number, and completes a Job Setup Sheet. This form highlights both the jurisdiction, applicable contact information, and all project specific design criteria and notes. Jobs are then transmitted through 4LEAF's easily accessed EZPlan Review Portal which tracks initial and subsequent reviews and is open for view by the client. The City and their customers can view 4LEAF's plan review control log through 4LEAF's EZPlan Review Portal.

Plans then get distributed for review to a 4LEAF team consisting of Plan Review Engineers, Architect (a licensed state professional) and/or an ICC Certified Plans Examiner, as applicable. Our staff then performs his or her function of analyzing the plans and documentation for effective conformance to the state codes, referenced construction standards, and City amendments. 4LEAF's code review methodology is "The Effective Use of the Codes" reinforced through proprietary and jurisdictional checklists. When complete, the Plan Review Manager overviews the project for quality control purposes and forwards comments or approvals to the client's pre-designated contacts.



### Off-Site Electronic Plan Review

Digital plan review allows 4LEAF the ability to review, markup and transport plans of any size electronically. We strongly encourage this service for our clients. This process delivers a high degree of cost effectiveness, time efficiency and a "green" and environmentally friendly system. Through our strong focus on utilizing this digital capability, we offer full access to all 4LEAF engineers and plans examiners company-wide, from any of our office locations. A protected online portal will be established to allow property owners, contractors, developers, businesses, designers, and stakeholders to submit plans electronically for review. Access to the online portal will be given to City staff for immediate access to information regarding project status during the review process.



4LEAF has successfully implemented and used Bluebeam for electronic review of files to help eliminate the use of paper and take the plan review workflow to a whole new level. 4LEAF’s offices are equipped with large scale monitors for easy review of plans. Bluebeam Revu combines powerful PDF editing, markup, and collaboration technology with reliable file creation. Bluebeam integrates flawlessly with our Green Line approach for electronic and timely turnarounds resulting in permit issuance within 5-7 business days.

**Additional Technologies**

Having served more than 250 jurisdictions, 4LEAF and our staff are knowledgeable and have experience working with a variety of different technologies for Electronic Plan Review, Permit Tracking, and Building Inspections. 4LEAF’s experience with tracking technologies includes, but is not limited to:



**Structural Only Review**

Upon request, 4LEAF will perform “structural only” reviews for the City. 4LEAF can communicate directly with the designers via email, in-person meetings, and through our EZPlan Review system. 4LEAF prefers PDF files for “structural only” reviews as they allow several Structural Engineers to review plans together should there be design-related questions. The majority of 4LEAF’s plan review engineers have a design background and work well with project designers.

**Certified Access Specialist (CASp)**

4LEAF has 16 Certified Access Specialists on staff. We have performed CASp inspections, plan review projects, and have consulted on numerous construction projects for accessibility questions and advice.

CASp Inspector	Certification No.	Expiration
Scott Wungluck	CASp-560	4/29/2023
Jerry Thome	CASp-104	9/14/2024
Mike Anderson, P.E.	CASp-328	9/22/2024
David Rashe, CBO	CASp-213	6/23/2022
Sareh Deyhimi, P.E.	CASp-876	3/13/2022
Brent Hipsher	CASp-422	4/12/2024
William Holl, AIA	CASp-509	12/6/2023
Scott Johnson, S.E.	CASp-530	1/2/2023
Kevin Brenton	CASp-964	8/4/2024
Doug Martin	CASp-937	4/2/2023
Evon Ballash	CASp-803	12/4/2023
Sivaji Muggari	CASp-969	7/30/2024
Lorena Soules	CASp-833	7/10/2024
Steven Raney	CASp-519	12/10/2022
James Wiatrak	CASp-789	8/9/2023
Don Folsom	CASp-203	4/15/2022



### Plan Review Personnel

4LEAF has **60+ plan check personnel** that includes Registered Professional Engineers, Licensed Architects, Certified Access Specialists, and ICC Certified personnel dedicated to performing plan review services to our municipal clientele. Should duplicate names appear in our competitor’s submittals, we are prepared to show payroll records to ensure you that all names listed in this proposal are employees of 4LEAF.

<b>Plans Examiners</b>	<b>Registrations &amp; Certifications</b>
Melissa Mennucci, S.E.	Registered Structural Engineer
Albert Kong, S.E.	Registered Structural Engineer
Farheen Sultana, S.E.	Registered Structural Engineer
Beng Low, M.E., S.E.	Registered Structural and Mechanical Engineer
Mike Anderson, P.E., CASp	Registered Professional Engineer & <b>CASp</b>
David Chung, P.E.	Registered Professional Engineer
Kathy Bucciarelli, P.E.	Registered Professional Engineer & 2 ICC Certifications
Davison Chanda, PE	Registered Professional Engineer
Ana Akin, P.E.	Registered Professional Engineer & 2 ICC Certifications
Joseph Nicolas, P.E.	Registered Professional Engineer
Melissa Dubovik, P.E.	Registered Professional Engineer
Stefanie Hionis, P.E.	Registered Professional Engineer
Anastasios Hionis, P.E., M.E., E.E.	Registered Professional Engineer
Sareh Deyhimi, P.E.	Registered Professional Engineer & 1 ICC Certification
Scott Martin, P.E.	Registered Professional Engineer
Liberty Jensen, P.E.	Registered Professional Engineer
Yousef Marmosh, P.E., M.E.	Registered Professional Engineer
Keith Long, AIA	Registered Architect
Sandeep Ojha	Degreed Engineer
Youssef Abdou	Degreed Engineer
David Rashé, CBO, CASp	<b>Certified Building Official, CASp, &amp; 11 ICC Certifications</b>
Peter Oliver, CASp	<b>CASp &amp; ICC Certified Plans Examiner</b>
Joseph Espinoza, CBO, MCP	ICC Certified Plans Examiner & 8 ICC Certifications
Madhavi Latha	Degreed Engineer & ICC Certified Plans Examiner
Sivaji Muggari	ICC Certified Plans Examiner
Gene Ferrero	ICC Certified Plans Examiner
Lisa O’Malley	ICC Certified Plans Examiner
Ingeborg Vriend	ICC Certified Plans Examiner
James Johnson	ICC Certified Plans Examiner
Eriselda Nachy	ICC Certified Plans Examiner
	<b>More than 20 additional Plans Examiners</b>



## Project Experience

### City of Palo Alto, CA

#### *Building Plan Review, Inspection, and Permit Technician Services*

#### **Miscellaneous jurisdictional inspection assignments**

Since 2007, 4LEAF has provided several combination inspectors to assist the City staff with routine daily inspections for commercial and residential properties located throughout Palo Alto. Our inspection services vary from full-time to temporary part-time staff to help augment vacation or extended absences to due illness and/or market demand.

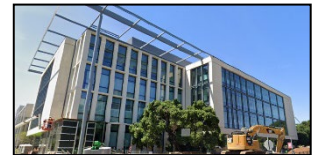


#### **On-Site Plans Examiners**

Since 2010, 4LEAF has provided on-site plans examiners for the City of Palo Alto. Our Plans Examiners are registered Engineers in the State of California and ICC Certified, who are responsible for reviewing larger projects ranging between \$100,000 to \$100,000,000 under the direction of the Chief Building Official. In addition, they will also assist the Permit Counter with over-the-counter plan reviews and general questions from the public. Some reviewed and inspected projects include Skype, Stanford Medical Center, Technology Credit Union, and VMware. 4LEAF is currently reviewing and inspecting the following projects:

#### **Stanford Biomedical Innovation Building, \$126 Million**

New research laboratory building for Stanford University School of Medicine. Four-story above garage and one below grade for a total of 216,647 SF. Wet-bench research laboratories and associate support spaces, faculty offices and open office spaces workstations, conference rooms and staff amenity spaces.



#### **2600 El Camino Real, \$13.5 Million**

New four-story 62,616 SF office building over one level of basement garage parking (36,957 SF) office is structurally connected to a two-story above grade parking garage (24,059 SF)



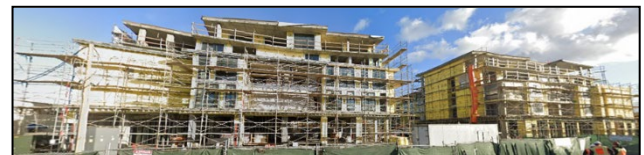
#### **City of Palo Alto Public Safety Building, \$84 Million**

New three-story, 136,873 SF City of Palo Alto Public Safety Building will have 2 levels of underground parking and will house the Police Department, 911 Emergency Dispatch Center, the Emergency Operations Center, the Office of Emergency Services, and the administration needs of the Fire Department.



#### **744 San Antonio Rd., \$42 Million**

Courtyard by Marriott and an AC Hotel by Marriott. Two, five-story hotels (164,764 SF) hotels offering a combined 294 rooms with surface and underground parking.



#### **ISO 1 Rating**

With approximately 13 full-time personnel working at the City of Palo Alto, 4LEAF was instrumental in the implementation of the ISO Program achieving the ISO 1 Rating. In March of 2015, Palo Alto became the 8<sup>th</sup> City in the Country out of 14,000 Building Departments to achieve this status.



**Client Name:** City of Palo Alto  
**Project Dates:** 2007 - Present  
**Client Contact:** George Hoyt, CBO, Chief Building Official  
**Client Telephone:** Office: (650) 329-2368  
**Client Address:** 285 Hamilton Ave. Palo Alto, CA 94301  
**Contact Email:** [George.Hoyt@CityofPaloAlto.org](mailto:George.Hoyt@CityofPaloAlto.org)



## Project Development Unit (PDU) - County of San Mateo, CA

*Building and Fire Plan Check, Fire Inspection, and Inspector of Record Services*

4LEAF is currently performing Plan Check and Inspector of Record services for multiple projects on behalf of the County of San Mateo’s Project Development Unit. This \$1 Billion program consists of up to 18 projects over the course of more than five years. 4LEAF is responsible for the combination inspections and inspection reports related to all projects including:



### Regional Operations Center

The new 37,000-square-foot, two-story Regional Operations Center (ROC) will be located on the County Center campus where the motor pool was once located. On a daily basis, the Center will house 9-1-1 Public Safety Dispatchers, an Emergency Operations Center, and the Office of Emergency Services. More importantly, the ROC will serve as a hub for public safety responders during major catastrophic events. The building will achieve LEED Silver certification from the U.S. Green Building Council and is the largest project funded to date by Measure K.



### Skylonda Fire Station #58

This project consists of a barracks/office building consolidating the functions and operations of two existing structures into a single structure. The barracks/office building will contain administrative offices and related support spaces, conference and training rooms, a kitchen and dining room, dayroom, dorm rooms, fitness rooms, showers and restrooms. A new primary vehicular access connection shall be provided to Skyline Boulevard to facilitate improved traffic sightlines and vehicle turning radiuses.



### Animal Shelter

The County of San Mateo is constructing a new animal shelter that will be located at the Coyote point site of the current animal shelter to replace the existing shelter buildings. This Design-Build project will contain programmed space for a variety of mandated animal care services, limited community services, clinic services, and administrative services. The project currently underway will replace the existing facility with a new approximately 27,000 square foot animal shelter facility.



### Additional Projects not yet under construction:

- County Office Building #3
- Cordilleras
- South San Francisco Health Center
- Sanchez Adobe Visitors Center
- Parking Structure #2
- San Mateo Medical Center
- La Honda Fire Station
- Maple Street Homeless Shelter
- Portola House
- Pescadero Fire Station
- Pine Street Project

**Client Name:** County of San Mateo, PDU  
**Project Location:** County of San Mateo, CA  
**Client Contact:** Adam Ely, Director  
**Client Telephone:** (650) 599-9063  
**Client Email:** [AEly@SMCGov.org](mailto:AEly@SMCGov.org)  
**Completion Date:** Varies by Project  
**Total Program Cost:** ~\$1 Billion

**Key Personnel**  
 Brent Hipsher, Inspector of Record  
 Chris Fowler, Inspector of Record/CM  
 Craig Tole, Consultant PM



4LEAF has an on-call contract with the City of Dublin Building Department to provide third-party plan review, code enforcement, and inspection services. 4LEAF is responsible for work being performed within the City’s jurisdiction on projects ranging from major new development areas to capital improvement projects and infill development. 4LEAF has supplied as many as **14 continuous staff to the City of Dublin** over the course of this ongoing contract.



4LEAF has performed plan review and inspection services of the Ross Corporate Campus located in Dublin, CA. To date this includes the tenant improvements of 3 three-story buildings totaling approximately 360,000 sq. ft.



Building department style plan review includes a Structural Review, Building (life-safety) Review, Accessibility / ADA Review (performed by a Certified Access Specialist), Energy Compliance/Title 24 Review, and Plumbing/Mechanical/Electrical Review. All final submitted project documents must be wet stamped and signed by the project’s registered engineer(s) or licensed architect(s) per State of California regulations.

4LEAF inspection staff members have provided combination building inspection services for some of the **City’s most important commercial projects including shopping centers, parking garages, big-box retail stores, medical centers, libraries, and countless capital improvement projects.** 4LEAF inspection staff members have also provided combination building inspection services on numerous *high-density residential projects* which routinely required Type V one- hour inspections.



**These mixed-use projects include:**

- Ulfert’s Center
- Grafton Station
- Gateway Medical Center
- Avalon Bay
- Persimmon Place
- Tassajara Ranch
- Emerald Place
- City of Dublin Library
- Dublin Ranch
- Wallace Ranch



**Annual Contract Value: \$1,200,000**

**Agency Name:** City of Dublin  
**Project Dates:** 2002 – Present  
**Client Contact:** Gregory Shreeve, CBO  
**Client Telephone:** Office: (925) 833-6620  
**Client Address:** 100 Civic Plaza, Dublin, CA 94568  
**Contact Email:** [Gregory.Shreeve@Ci.Dublin.CA.us](mailto:Gregory.Shreeve@Ci.Dublin.CA.us)



**County of Sonoma, CA**

*Plan Review and Inspection Services*

4LEAF, Inc. (4LEAF) was recently awarded the sole source contract with the County of Sonoma to perform all operations relating to the damage caused by the 2017 Sonoma Complex fires.



**Resiliency Permit Center**

Following the 2017 Complex fires, which spread across ~245,000 acres and resulted in the destruction of 3,000+ residential structures in unincorporated Sonoma County alone, the County contracted with a third-party firm to establish an on-site disaster recovery center. The Resiliency Permit Center (RPC) opened in February 2018 and is currently staffed and operated by 4LEAF. The RPC is exclusively dedicated to the residential reconstruction permitting needs of unincorporated Sonoma County. The recovery center provides a full range of development services to residents, contractors, and developers in Sonoma County. 4LEAF’s skilled on-site project team consists of 20+ Building and Fire Inspectors, Plans Examiners, Project Administration Staff, and an Engineering team for this \$5+ Billion rebuilding effort. **The County has recently added recovery for the LNU Complex Fires and Glass Incident recovery to our contract.**



**Services performed by 4LEAF include:**

- Project management, scheduling, and support
- Permit intake and processing
- Implementation of permitting procedures
- Plan review services for compliance with environmental building, planning, septic, well, storm drainage, and engineering regulations
- On-site plan review and inspection
- Plan intake, routing, and comment return
- Community engagement



**Project Highlights:**

- Preapplication screening appointments conducted with applicants to streamline the permitting process
- 100% electronic record keeping program providing project submissions and updated information
- Permit application & review process with a five (5) business day maximum comment response time

**Emergency Inspection Response**

In the Spring of 2019, the County suffered extensive flooding due the rising waters of the Russian River. 4LEAF immediately dispatched 20 inspectors to inspect the damages caused to properties as a result of the flood.

**Estimated Contract Value: ~\$20 million**

**Agency Name:** County of Sonoma  
**Project Dates:** 2018 - Present  
**Client Contact:** Tennis Wick, AICP  
**Client Telephone:** (707) 565-1925  
**Client Address:** 2550 Ventura Avenue, Santa Rosa, CA 95403  
**Contact Email:** [Tennis.Wick@Sonoma-County.org](mailto:Tennis.Wick@Sonoma-County.org)



On November 8, 2018, the most destructive wildfire in California history began in Butte County, CA and quickly spread to the Town of Paradise. The Town of Paradise is Butte County’s second largest incorporated jurisdiction with more than 26,000 people and the loss of housing displaced over 10% of the County’s population. After burning for over three weeks, the fire ultimately destroyed, within the Town limits alone:



- 12,000 Residential Units
- 400 Commercial structures
- 3,000 Accessory structures

4LEAF is currently providing complete Community Development Services to the Town of Paradise. This four-year contract was put into place and 4LEAF is to provide Permitting, Plan Review, Building Inspections, Public Works Inspections, Planning, Code Enforcement, Debris Removal Management, and Public Outreach for this **\$9.5 Billion rebuild** set to take place over the next 10 years. 4LEAF is assisting the Town with a post disaster recovery-centered office that offers permit intake and processing, record support, plan review, and inspections services for



the peak rebuild during the next several years. This office will offer the full range of planning and building assistance to residents, contractors, and developers. In addition, 4LEAF provides outreach specialists to help provide education and outreach to the community on processes and progress of rebuilding. 4LEAF and its staff utilize the Accela software for permitting, building, and inspections. Our staff currently includes 15 personnel.

**Current staff:**

- 2 Directors
- 3 Building Inspectors
- 5 Permit Technicians
- 2 Planners
- 2 Plans Examiners

**Agency Name:** Town of Paradise  
**Project Dates:** 2019 - Present  
**Client Contact:** Susan Hartman, CDD Director  
**Client Telephone:** (530) 872-6291 ext. 114  
**Client Address:** 5555 Skyway Road, Paradise CA 95969  
**Contact Email:** [SHartman@TownOfParadise.com](mailto:SHartman@TownOfParadise.com)  
**Valuation:** \$9.5 Billion

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Section 3

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### Scope of Work

#### 3.3 - Code Enforcement



## **SECTION 3: SCOPE OF SERVICE – CODE ENFORCEMENT**

### **Code Enforcement Services**

4LEAF can provide the City with experienced Code Enforcement services for to address current and upcoming project needs. Services provided to the City shall include but not be limited to:

#### **Inspections**

4LEAF can provide certified and qualified staff to perform Code Enforcement inspections in a lawful manner that respects the reasonable expectations of privacy and security of residents and their properties. Inspections conducted will determine if conditions on the properties being inspected are compliant with applicable sections of the current editions of the International Property Maintenance Code, City Code, CA Building Code, and any Code adopted by reference by the City of Belmont.



4LEAF staff will be qualified to verify that onsite conditions are consistent with the City’s records for development approvals, square footage, setbacks, heights, and other requirements that may be applicable.

4LEAF staff are qualified to do the following:

- Perform inspections for violations of Building Codes and Ordinances as adopted by the City.
- Research properties for prior approvals, permits, and general information relating to violations.
- Investigate and take necessary action when a violation of City Code exists, and consulting with City Counsel as required when requested by the Code Enforcement Chief.
- Comply with the City’s procedures for reporting inspection results and deficiencies.
- Using City inspection correction forms.
- Making appropriate entries in City records.
- Conduct follow-up inspections as needed.
- Notify the responsible parties of other agency approvals prior to closing a code enforcement action.
- Maintain records as needed for the efficient and effective operation of the City.
- Meet with members of the general public and City staff on a daily basis as needed.

#### **Enforcement**

4LEAF staff have the experience in working cooperatively with property owners and other responsible parties to bring properties and/or conditions into compliance with applicable bodies of law. Our team will be able to determine when voluntary compliance is not forthcoming from property owners or responsible parties. 4LEAF staff has experience in using administrative processes including the issuance of administrative citations to credibly establish at the administrative level that violations of law exist on a property. 4LEAF Code Enforcement Officers have experience in writing criminal citations and in working with legal counsel to assist in the successful prosecution of Code Enforcement cases either in criminal or civil court when necessary.





### Code Enforcement Personnel

Below is a quick look into 4LEAF’s Code Enforcement database, which is made of qualified and quality team members who are ready and able to take on the City’s project. As you can see from this limited sample, we have a team with years of experience and many varying certifications.

<b>Code Enforcement Staff</b>	<b>Title</b>	<b>Certifications</b>
Sean Flanagan	Senior Code Enforcement Officer	Adv. Code Enforcement Officer
Pamela Miller	Code Enforcement Officer/Inspector	PC832
Tina Chechourka	Code Enforcement Officer/Inspector	PC832
Tom Cervantes	Code Enforcement/Fire Inspector	PC832 Levels I, II, and III
Tim Nakashima	Code Enforcement Officer	PC832
Jose Murillo	Code Enforcement Officer/Inspector	PC832
Al Fasulo	Code Enforcement Officer	PC832
Nick Henderson, CBO	Code Enforcement Officer/Inspector	PC832
Doug Martin, CASp	Code Enforcement Officer/Inspector	POST PC832
Renee Souza	Code Enforcement Officer	Advanced CEO, PC832
Stuart Blakesley	Code Enforcement/Fire Plan Reviewer	PC832
Scott Wungluck, CBO	Code Enforcement/Senior Inspector	PC832
John Juarez	Senior Code Enforcement Officer	PC832
Justine Sidie	Code Enforcement Officer	PC832, CACEO Levels I, II, and III
Rebecca Lauricella	Code Enforcement/Fire Inspector	PC832
Dave Nolta	Code Enforcement Officer/Inspector	PC832
Joe Pena	Code Enforcement Officer/Inspector	PC832
Lucas Chapman, CBO	Code Enforcement Officer/Inspector	PC832
David Rashe, CBO	Code Enforcement Officer/Plans Examiner	PC832



## Project Experience

### County of San Mateo, CA

#### Second Unit Amnesty Program – Code Enforcement Services



4LEAF was selected to provide Program Management, Code Enforcement, Inspection, and Plan Review Services for the County of San Mateo residents who have completed work without going through a formal permitting process. In July 2018, 4LEAF was awarded the contract for San Mateo County’s Second-Unit Amnesty Program. In a collaborative effort to balance safety with California’s desperate need for more housing, the County implemented the Amnesty Program, along with a financial loan program, to promote the legalization of unpermitted second units, bringing them up to the current codes to avoid life-safety construction hazards. Steps of the program include but are not limited to:

1. Performing the initial inspection and determines the required scope of work along with an estimate and submits the findings to the applicant and County.
2. Determining if client wishes to proceed with the Amnesty Program based on findings of the inspection report and estimated cost conformance.
3. Providing a minimum of two contractor estimates from licensed contractors.
4. County sends 4LEAF the completed application, submitted plans, agreement of timeline, and scope of work.
5. Uploading the submitted plans and documents into 4LEAF’s EZPlan Review and performing the plan review with a maximum 5-day turnaround.
6. Performing the requisite inspections after permit is issued from the County. Coordinating each inspection with the contractor and the applicant through 4LEAF’s Program Manager.
7. Monitoring the progress throughout the project and provides the Program Manager with updates, correction notices, and approvals. This information is uploaded and tracked in EZPlan Review portal.
8. Upon completion of the work, 4LEAF sends a letter of recommendation to the County stating an Amnesty Compliance Certificate be issued to the Applicant.



4LEAF and the County will be working together to maintain a database of cases and track permitting progress on properties that need inspections to verify if the property meets current residential health and safety codes and the current adopted California Building Codes.



**Client Name:** County of San Mateo  
**Project Location:** San Mateo, CA  
**Client Contact:** William Gibson, Project Planner  
**Client Address:** 555 County Center, 2<sup>nd</sup> Floor  
**Client Phone:** (650) 363-1816  
**Contact Email:** [WGibson@SMCgov.org](mailto:WGibson@SMCgov.org)

**Key Personnel**  
Craig Tole – Project Manager  
Raylee Glasser, CBO – Plan Review PM  
Mike Leontiades, CBO – Inspection PM



**Town of Los Gatos, CA**

*Code Enforcement Services and Building Division Services*

4LEAF has been working in the Town of Los Gatos to perform Building Division Services including, Code Enforcement, Building Inspection, Plan Review, and Permitting to ensure that the Division is fully operating with all the written codes designed to maintain a healthy and clean environment as well as quality of life and health standards. Our scope of work for Code Enforcement includes:



- Investigating citizen and staff complaints for suspected violations of City Codes, ordinances and regulations including health, safety, zoning, and public nuisance, and initiating appropriate remedial action.
- Working jointly with other departments as directed to investigate, regulate, and enforce all relevant codes and coordinated code enforcement activities.
- Meeting with citizens, building inspectors, and other knowledgeable persons to identify properties which are in violation of City ordinances.
- Responding to public requests for information and explaining violations.
- Issuing letters to property owners notifying them of violations.
- Conducting follow-up inspections to ensure compliance with applicable codes and ordinances.
- Writing chronologies and citation narratives.
- Writing citations when warranted.



4LEAF and the Town will be working together to maintain a database of cases that will track permitting progress on properties requiring inspections to verify if the property meets current residential health and safety codes and the current adopted California Building Codes.

**Client Name:** Town of Los Gatos  
**Project Location:** Los Gatos, CA  
**Client Contact:** Robert Gray  
**Client Address:** 110 East Main St. Los Gatos, CA 95030  
**Client Phone:** (408) 354-6815  
**Contact Email:** [RGray@LosGatos.gov](mailto:RGray@LosGatos.gov)



**City of San Pablo, CA**

*Code Enforcement, Plan Review, Inspection Services, and Chief Building Official*

For the past 4 years, 4LEAF has been working with the City of San Pablo in several different capacities including Code Enforcement, Plan Review, Inspections, and Interim Chief Building Official to assist the community in helping its customers update their construction to maintain compliance with the current codes, especially those who did not go through a formal permitting process.



**Housing Program – Code Enforcement**

4LEAF is currently providing inspection and project administration support services to City of San Pablo residents who have completed work without going through a formal permitting process. Through strong organization and effective communication, the community has been receptive to getting their properties up to the current codes and standards and avoiding construction hazards. Both of our Inspectors, Steven Mello and Greg Adams, are working diligently to maintain a database of cases and track permitting progress on properties that need inspections to verify their property meets the current residential health and safety code and the current adopted California Building Codes. Our Project Administrator works both on-site and off-site coordinating, managing, and assigning inspections regarding this program.



Our Project Administrator works both on-site and off-site coordinating, managing, and assigning inspections regarding this program.

**Interim Chief Building Official**

4LEAF has provided the City with an Interim Chief Building Official for more than two years in this capacity. 4LEAF’s Building Official routinely performs Plan Reviews and Inspections on large commercial and important City projects and helped manage up to two Permit Technicians, one Building Inspector, and three Permit Technicians.

**Building Inspection Services**

4LEAF provides all the inspection services for the City to include residential and commercial inspections for all trades including Building, Mechanical, Electrical, and Plumbing. 4LEAF personnel is responsible for inserting all the inspection results into the City’s permitting system CRW.

**Client Name:** City of San Pablo  
**Project Location:** San Pablo, CA  
**Client Contact:** Charles Ching, Assistant CM  
**Client Address:** 13831 San Pablo Ave., San Pablo  
**Client Phone:** (510) 215-3031  
**Contact Email:** [CharlesC@SanPabloCA.GOV](mailto:CharlesC@SanPabloCA.GOV)

**Key Personnel**  
Greg Adams, CBO – Interim CBO  
Steven Mello – Amnesty Program Inspector  
Craig Tole – Project Manager



**City of Pinole, CA**

*Code Enforcement, Plan Review, Inspection, and Chief Building Official*

4LEAF has been working with the City of Pinole in several capacities including Plan Review, Code Enforcement Programs, Inspections, and providing an Interim Chief Building Official. These services assist the community in updating their construction to be in compliance with the current codes, especially for residents who did not go through a formal permitting process.



**Housing Program – Code Enforcement**

4LEAF is currently providing inspection and project administration support services to residents of the City who have completed work without going through a formal permitting process. Through strong organization and effective communication, the community has been very receptive to getting their properties up to the current codes and standards and avoiding life-safety construction hazards to the community. Both our Inspectors are working diligently to maintain a database of cases and track permitting progress on properties that need inspections to verify their property meets current residential health and safety code and the adopted California Building Codes.



**Interim Chief Building Official**

4LEAF provided the City with an Interim Chief Building Official. Lucas Chapman, CBO was with the City of Pinole on behalf of 4LEAF for more than one year. Lucas routinely performed plan reviews and inspections on large commercial and important City projects. Lucas also helped manage up to two Permit Technicians and one Building Inspector.

**CRW Permitting System Automation**

4LEAF recently provided the City of Pinole with Administration assistance for the upgrades to their CRW Permitting System. Our staff helped organize and administer workarounds to allow staff to successfully navigate the permitting system, integrate with other departments, and interface with the community to process permits in a reasonable time frame.

**Building Inspection Services and Emergency Response Team**

4LEAF provides all the inspection services for the City to include residential and commercial inspections for all trades including Building, Mechanical, Electrical, and Plumbing. Our firm provides after hours and weekend response to emergency life-safety situations due to fire, weather damage, or power loss to determine if the residences were safe to resume occupancy.

**Client Name:** City of Pinole  
**Project Location:** Pinole, CA  
**Client Contact:** Tamara Miller, Public Works Director  
**Client Address:** 2131 Pear St, Pinole, CA 94564  
**Client Phone:** (510) 724-9010  
**Contact Email:** [TMiller@Ci.Pinole.CA.US](mailto:TMiller@Ci.Pinole.CA.US)

**Key Personnel**  
Lucas Chapman, CBO – Interim CBO  
John Silva – Combination Inspector  
Mike Leontiades, CBO – Emergency Response  
Craig Tole – Project Manager



**County of San Benito, CA**

*Code Enforcement (Amnesty Program), Plan Review, Inspection, and Chief Building Official*

4LEAF has been serving the County of San Benito providing as-needed Building Inspection, Code Enforcement, Plan Review, Public Works Inspections, and serving as the Interim Chief Building Official. San Benito County, located in the Coast Range Mountains, encompasses approximately 1,400 square miles with a population of more than 59,000. 4LEAF reviews and inspects several projects including several housing tracts and miscellaneous commercial projects.



**Code Enforcement**

4LEAF is currently providing Code Enforcement, Inspection, and Project Administration Support services to San Benito County residents who have completed work without going through a formal permitting process. Through strong organization and effective communication, the community has been very receptive to getting their properties up to the current codes and standards and avoiding life-safety construction hazards to the community.

**Project Highlight – Panoche Valley Solar Project**

4LEAF is currently performing the inspections of the \$1 Billion Panoche Valley Solar Project on behalf of the County of San Benito. Panoche Valley Solar, LLC (PVS) is the owner of the Panoche Valley Solar Project, located in southeastern San Benito County, California. PVS is committed to the reduction of greenhouse gases through increasing renewable energy generation and reducing the use of fossil fuels (coal and natural gas). Once complete, the project will help generate clean energy for the local community, helping California meet its renewable energy goals and responsibly protect its native environment. Construction began summer 2016 and is expected to create up to 500 direct and indirect construction jobs.



PVS has developed a precedent setting conservation plan in cooperation with biologists, conservationists, and wildlife agencies. PVS has acquired over 25,000 acres of conservation land that is critical to the recovery of regionally protected species and habitats. These conservation lands will be protected under a Conservation Easement and managed in perpetuity.

**Client Name:** County of San Benito  
**Project Location:** Hollister, CA  
**Client Contact:** Benny Young, Director  
**Client Address:** 2901 Technology Blvd, Hollister  
**Client Phone:** (831) 637-5313  
**Contact Email:** [BYoung@COSB.US](mailto:BYoung@COSB.US)

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Section 4

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### Fee Schedule





**Code Enforcement**

Project Manager .....	\$185/hour
Director of Code Enforcement .....	\$150/hour
Senior Code Enforcement Officer.....	\$130/hour
Code Enforcement Officer.....	\$110/hour
Administrative Support .....	\$85/hour

\*Rates will be communicated with the City Management at the time of request. Rates will vary based on the qualifications and experience of the personnel. The rates listed in this fee schedule are valid for one (1) year from the effective date of contract.

***Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with special discounted pricing when applicable.***

**BASIS OF CHARGES**

Rates are inclusive of “tools of the trade” such as forms, telephones, and consumables.

- All invoicing will be submitted monthly.
- Staff Augmentation work (excluding plan review) is subject to 4-hour minimum charges unless stated otherwise. Services billed in 4-hour increments.
- Most plan reviews will be done in 10 business days or less and 5 business days or less for re-checks. This is not inclusive of holidays or the day of the pick-up of plans.
- Expedited reviews will be billed at 1.5x the plan review fee listed in the fee proposal. Return time will be within seven (7) days of receipt of the plans from the City.
- Plan review of deferred submittals & revisions will be billed at the hourly rates listed.
- All plan review services will be subject to a \$250.00 minimum fee if percentage-based fee or two (2) hour minimum charge if hourly rates apply.
- Larger complex plan reviews can be negotiated to achieve the best possible pricing. 4LEAF has a proven track record of working with municipalities to provide expedited reviews with discounted pricing when applicable.
- 4LEAF assumes that these rates reflect the 2021-2022 contract period. 3% escalation for 2023 and 2024 is negotiable per market conditions.
- Overtime and Premium time will be charged as follows:
 

- Regular time (work begun after 5AM or before 4PM)	1 x hourly rate
- Nighttime (work begun after 4PM or before 5AM)	1.125 x hourly rate
- Overtime (over 8-hour M-F or Saturdays)	1.5 x hourly rate
- Overtime (over 8 hours Sat or 1 <sup>st</sup> 8-hour Sun)	2 x hourly rate
- Overtime (over 8 hours Sun or Holidays)	3 x hourly rate
- Overtime will only be billed with prior authorization of the Director or other designated City personnel.
- All work with less than 8 hours rest between shifts will be charged the appropriate overtime rate.
- Mileage driven during the course of Inspections will be charged at cost plus 20%.
- Payment due on receipt. All payments over 30 days will be assessed a 1.5% interest charge.
- Client shall pay attorneys’ fees, or other costs incurred in collecting delinquent amounts.
- Client agrees that 4LEAF’s liability will be limited to the value of services provided.

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Appendix

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Building Inspector Resumes

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# Mike Leontiades, CBO

## Director of Operations - Plan Review and Inspection

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### Experience

37 + years

### Education

Ashworth College  
Construction Management

College of San Mateo  
Building Inspection Technology

Los Medanos College  
Microsoft Office

### Certifications

ICC Certified Plumbing Inspector  
ICC Certified Mechanical Inspector  
ICC Certified Building Official  
ICC Certified CA Residential Building Inspector  
ICC Certified Combination Inspector  
ICC Certified Combination Inspector  
ICC Certified Mechanical Inspector  
ICC Certified Residential Plans Examiner

### Affiliations

IAPMO  
ICC  
CALBO

### Experience Summary

Mike is a proven successful leader with over 37 years of construction skills and knowledge, plus 16 years of responsible experience in local government. Mike is self-motivated and driven to provide excellent customer service delivery and is proficient at coordinating and leading teams to benefit mutual growth and success. As a Chief Building Official, Mike demonstrated the ability to build and maintain strong relationships with all public contacts, design professionals, elected officials, and property owners.

Mike also possesses the knowledge to examine plans and inspect for code compliance for Residential and Commercial projects to ensure conformance with California Building, Mechanical, Plumbing, Electrical, Energy Codes and Green Building Standards, regulations & ordinances.

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### Select Professional Experience

#### 4LEAF, Inc.

#### Director of Operations – Plan Review and Inspections

#### 2016 - Present

Mike has recently joined 4LEAF as Director of Operations for Building Department Plan Review and Inspections. Mikes responsibilities include:

- Recruiting and interviewing prospective employees
- Mentoring and developing plan review, building inspectors, and permit staff
- Assisting in managing the placement of inspection staff including the tracking of customer service delivery
- Track each inspectors' active certifications
- Providing quality answers to code-related or situational questions from inspection staff or clientele
- Managing the plan review and support teams
- Handling the workflow and distribution of plan reviews
- Performing plan reviews and inspections on as-needed basis

**Town of Danville, CA.**

**Chief Building Official**

**7/2006 – 9/2016**

Mike supervised and lead his team of eight staff members in the Building Division. He was responsible for managing and directing the operations of the Town's Building Division. He provided quality reports to the Development Services Director. Mike also performed the duties of the Senior Building Inspector from 2007 to 2015. He was responsible for creating numerous staff reports for Council Meetings regarding Building Division related matters, including ordinances, nuisance abatement hearings, and the triennial code adoption process. Mike excels at forming a partnership approach with all of his contacts, including design professionals, contractors, and homeowners. One of his strengths was his ability to resolve disputes and complaints. He strived to achieve a win-win scenario in every situation.

Some of Mike's accomplishments include:

- Creating and updating informational handouts
- Reducing the turn-around timeframe for plan reviews
- Sustaining high morale within the division
- Implemented IVR automated inspection line
- Launched and maintained a Customer Satisfaction Survey Form
- Established numerous Town ordinances
- Leadership of the Year Award, 2004
- Town Manager's Customer Service Award, 2012
- Employee of the Year Award, 2014
- Graduate of Contra Costa County Leadership Academy, 2016

**Town of Danville, CA**

**Senior Building Inspector**

**2003 – 2006**

Mike was responsible for overseeing the daily operation of the entire inspection process. He handled complaints, inspected emergency situations including structure fires, vehicles or tree collisions with buildings, and other life safety incidents. Mike provided quality training to his inspection team and also created and sent letters regarding code violations.

**Town of Danville, CA**

**Building Inspector**

**2000 – 2003**

Mike was responsible for providing building inspections on residential construction including large subdivisions. He kept accurate records, worked to resolve problems before they arose and created a helpful approach while achieving code compliance.

**Riccomi Construction Services, S.F. CA. 1992 - 2000**

**Construction Supervisor**

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# Christopher Fowler, CBO, OSHPD A

## Lead Project Inspector/Senior Combination Inspector/Fire Inspector II

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### Experience

20+ years

### Education

AA, Business Administration

### Certifications

OSHPD A

ICC Fire Inspector II

ICC Accessibility Inspector/Plans Examiner

ICC Building Inspector

ICC Building Plans Examiner

ICC CA Building Plans Examiner

ICC CA Combination Inspector

ICC CA Commercial Building Inspector

ICC CA Commercial Combination Inspector

ICC CA Commercial Electrical Inspector

ICC CA Commercial Mechanical Inspector

ICC CA Commercial Plumbing Inspector

ICC CA Residential Building Inspector

ICC CA Residential Electrical Inspector

ICC CA Residential Mechanical Inspector

ICC CA Residential Plumbing Inspector

ICC Certified Building Code Official

ICC Certified Building Official

ICC Combination Inspector

ICC Combination Inspector - Legacy

ICC Commercial Combination Inspector

ICC Electrical Inspector

ICC Mechanical Inspector

ICC Mechanical Inspector UMC

ICC Plumbing Inspector

ICC Plumbing Inspector UPC

Heartsaver AED-CPR

### Professional Affiliations

International Code Council

Southern Nevada Building Officials

Association / World Building Officials

Association-International Code Council

Served on committees for Las Vegas Area

Building and Fire Departments to

amend and adopt the International

Building Codes

### Experience Summary

Christopher Fowler has more than 20 years of senior-level commercial construction project management experience, with special emphasis on LEED educational and governmental buildings. He has extensive knowledge of and experience applying, implementing, and enforcing the International Building Codes. Christopher has complete understanding and proficiency with all major construction methods and procedures including hands-on management experience as both a general and subcontractor representative and overseer. He has provided over seven years of educational training programs in coordination Council and for the college curriculums.

Christopher has knowledge of building codes for local, state and federal ordinances – ICC, UMC, UPC, NFPA, NEC, OSHA, ADA and health regulations. Chris has completed several billion-dollar construction projects including:

- Apple Campus 2: \$6 Billion
- VMware Corporate Campus: \$1.3 Billion
- Correctional Healthcare Care Facility: \$1.2 Billion

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### Select Project Experience

#### 4LEAF, Inc.

#### Apple Campus 2, Cupertino, CA

#### *Lead Project Inspector*

Chris was the Lead Project Inspector managing the on-site operations of the Project Team with 4LEAF, Inc. The construction spanned nearly 180 acres and approximately 4 million Sq. Ft. of construction. The campus includes a 2.8 Million Sq. Ft. Main Building with subterranean parking, Corporate Fitness Center, Corporate Auditorium, two above grade Parking Structures, Central Utility Plant, and 600,000 Sq. Ft. of Research and Development Buildings. Chris was responsible for the coordination of inspections as well as the final approval on behalf of the Authority Having Jurisdiction. Chris routinely packaged milestones for the City's Chief Building Official for approval. This project received all Certificates of Occupancy in December of 2018.



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# Dean Lovejoy

## Building Inspector

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### Experience

22 years

### Education

DeAnza College  
Cupertino, CA, Graphic/Web Design

### Certifications

ICC Residential Building Inspector  
**Exp: 2/16/2019**  
ICC Residential Electrical Inspector  
**Exp: 8/17/2018**  
ICC Residential Plumbing Inspector  
**Exp: 7/22/2020**

### Experience Summary

Dean has more than 20 years of construction industry experience including approximately two years with 4LEAF working on complex commercial construction. He possesses three ICC Certifications with a terrific acumen for electrical and photovoltaic systems.

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### Select Professional Experience

#### 4LEAF, Inc. (Apple Campus 2)

##### *Project Inspector*

**3/2016 - 2018**



Dean was a Project Inspector for 4LEAF, assigned to the Apple Campus 2 project for the City of Cupertino. This \$6 billion project is considered the largest private development in the United States. Deans assignment is to the Main Building.

- **Main Building** – The Main Building will accommodate up to 12,000 employees and comprises approximately 2.8 million sq. ft. It is located and designed to minimize the visual impact on adjacent residential neighborhoods and to enhance the existing deep landscape setbacks at the periphery. Campus amenities will include a striking restaurant within the Main Building and 2,300 spaces of below grade parking.

### Clean Solar

#### *Technical Specialist / Telemetry Management*

**2014 - 2016**

Dean was the Technical Specialist for Clean Solar from February 2012 through 2017. While at Clean Solar, Dean was able to review a project plan proposal's accuracy to meet code and AHJ requirements prior to draft, manage inspection and service departments for over 2,000 solar installations, research and integrate products and create procedures to increase quality and efficiency, developed an automated software platform integrating CRM (customer relationship management), Geo-Tracker and site recognition, Identify, diagnose and correct any issues affecting production rates and the monitoring of all sites. In addition, Dean also: generated reports from accumulated data, accounting for all available variables, and trained staff in multiple departments weekly to comply with code and company standards.

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# Jeff Rocca

## Senior Commercial Building Inspector

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### Experience

10+ years

### Education

El Camino College, Gardena, CA  
Building Construction Technology, 2003

Inspection Dynamics, Gardena, CA

Leuzinger High School, Lawndale, CA 2001

### Certifications

ICC Commercial Building Inspector

ICC Commercial Mechanical Inspector

ICC Commercial Plumbing Inspector

ICC Special Inspector Structural Masonry

ICC Special Inspector Reinforced Concrete

ICC Special Inspector Structural Steel  
ICC Special Inspector Soils

ICC Special Inspector Spray Applied Fire  
Proofing

ACI – Concrete Field Testing

DSA Masonry Special Inspector (#5583)

NICET Construction Materials Level 1

FEMA – Disaster Housing Inspector

CALTRANS Test Methods:  
125, 201, 216, 231, 504, 518, 533,539  
540, 543, 556 & 557

### Professional Affiliations

International Code Council

### Training

Construction Health & Safety  
OSHA CFR Title 29, Part 1926  
OSHA 10 Hour  
OSHA 30 Hour

### Experience Summary

Jeff is currently a Senior Commercial Building Inspector for 4LEAF with more than 10 years of commercial construction experience as a Special Inspector and a Commercial Building Inspector. Jeff is certified in most trades through the International Code Council and has the ability to inspect construction of all types and complexities. In addition, Jeff is well known for his excellent customer service approach with the building community and fellow inspectors. Jeff has worked on two-Billion-dollar construction projects including:

- Apple Campus 2 \$6 Billion
- CHCF Prison \$1.2 Billion
- YakPityutyu Student Housing Project \$198 Million

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### Select Project Experience

#### Cal Poly San Luis Obispo, YakPityntyu Student Housing

##### *Inspector of Record*

Jeff performed Inspector of Record Services on the YakPityutyu Student Housing South Project named after the Northern Chumash Tribe. This \$198 million project includes the



construction of seven, four-five story residential buildings consisting of the addition of 1,475 beds, 29 resident advisor spaces and (2) two-bedroom apartments for professional staff, totaling 383,000 square feet. This project includes a campus welcome center and 483 parking spaces totaling 154,000 square feet. The project also includes site development, site utilities, parking ramps, sidewalks and curb cuts, landscaping, site lighting, and signage. Jeff is part of a team of two IOR's to assure conformance and compliance with the Title 24 California Code of Regulations, California Building Code, Office of the State Architect Standards, California State University Standards, and CSU recommended procedures.

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# Chuck Venook

## Building Inspector/Plans Examiner

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### Experience

15+ years

### Education

College of San Mateo – Building Technology Program - current

B.A. Degree, Fine Arts 1996 California State University Long Beach

### Certifications

ICC Certified Commercial Building Inspector

ICC Certified Residential Building Inspector

ICC Certified Plans Examiner

### Experience Summary

Chuck is a seasoned inspection professional with experience in commercial and residential inspections. Chuck has worked his way throughout the industry as a commercial inspector where he has performed inspections on Hotels, Biotech Facilities, Commercial Office Campuses, Research and Development, and several mixed-use projects.

---

### Select Professional Experience

#### 4LEAF, Inc.

#### *Contract Building Inspector/Plans Examiner*

Chuck is currently working in Palo Alto on behalf of 4LEAF as a Contract Building Inspector and Plans Examiner. As a Plans Examiner, Chuck performs residential and commercial plan checks and attends meetings with Building Inspectors in order to trouble shoot municipal codes and building code breakdown at the plan check and inspection level.

### Private Consulting Firm, South San Francisco, CA

#### *Contract Building Inspector*

Chuck has been working for a Private Consulting Firm for several years where he has been primarily concentrated in the Peninsula on a plethora of assignments including residential and commercial inspections as well as plan checks as assigned. Some of Chuck's projects include:

- **Hospitality** – Chuck was responsible for the Marriot Hotel project which included a seven-story structure with 130 rooms. This project included a commercial kitchen, bar, conference rooms, pool, parking.
- **Biotech Facilities** – Chuck inspected several different biotech facilities including Genentech, Amgen, and Merck 23. These projects included tenant space build outs, MEP, above ceiling systems, fume hoods, hazardous materials rooms and bunkers, and the anchorage for several heavy manufacturing pieces of equipment.
- **Commercial Office** – Chuck worked on a large commercial office development named “The Cove” where he was responsible for combination inspections for 7 five story buildings.
- **Research and Development** – Chuck worked on several R & D projects including Recology, See Jane Farm, and Diamond Manufacturer. He was responsible for combination inspections including electrical scope that consisted of high voltage and high pressure insert gasses and blast furnaces.
- **Mixed-Use** – Chuck's mixed-use experience includes Golden Gate Produce Terminal, Parking Garages, Bus Wash and Dumping Station, Rental Car and Car Wash Facility, and Office Buildings.

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# Farris Hix

## Senior Building Inspector/Public Works Inspector

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### Experience

38+ Years

### Education

College of San Mateo  
Half Moon Bay High School

### Certifications / Training

ICC Certified Building Inspector  
HERS Rater

### Associations

CAL BIG (Member)

### Experience Summary

Farris is currently a Contract Inspector on behalf of 4LEAF and is currently assigned to the City of South San Francisco. Farris also routinely trains new inspectors with our ride-a-long process providing insight an instruction utilizing his more than 38 years of construction experience. Farris is passionate about Building Codes and has a tremendous customer service acumen with the contractors, coworkers, and building and construction community.

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### Related Professional Experience

#### 4LEAF, Inc.

#### City of Half Moon Bay

#### *Contract Senior Construction Inspector*

*6/2018 – Present*

Farris has recently joined the City of Half Moon Bay's Public Works division on behalf of 4LEAF where he is providing construction inspection services on a number of Public improvement jobs including:

- Underground Utility Inspections for a 65 home subdivision
- Street and Sidewalk reconstruction throughout the City
- Traffic Safety Plans and Layout
- Review of Change-orders, Plan Reading, and RFI's of Pacific Ridge Phases 1, 2, and 3
- Ocean Colony Reconstruction
- Infrastructure for updates and repairs of gas-lines and water lines for PG&E upgrades

#### 4LEAF, Inc.

#### City of South San Francisco

#### *Contract Senior Building Inspector*

*5/2017 – 5/2018*

For approximately one year, Farris has worked as a Senior Building Inspector on behalf of 4LEAF assigned to the City of South San Francisco. Farris is responsible for working on a variety of commercial, residential, and industrial buildings performing combination inspection services (building, mechanical, electrical, and plumbing). Farris has worked along-side the City's Inspection team and plan review team providing as-needed support for field interpretation.



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# Jerry L. Brown

## Senior Building Inspector

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### Experience

40+ years

### Certifications

ICC Certified Plumbing Inspector

ICC Certified Building Inspector

ICC Certified Electrical Inspector

ICC Certified Mechanical Inspector

### Experience Summary

Jerry has more than 30 years of building inspection experience, with ten years as a Supervising Building Inspector. Jerry possesses four ICC Certifications and is also SAP Certified. Throughout his long career in the industry, he has demonstrated the ability to build and maintain strong relationships with all of his public contacts.

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### Select Professional Experience

#### County of Alameda

##### *Supervising Building Inspector*

**2008 - 2018**

Duties included but not limited to:

- Mentor inspection staff under his supervision.
- Initiate code discussions.
- Manage sensitive projects.
- Manage the timesheets for the inspection staff.
- Record keeping and supervision of inspection staff.
- Perform building inspections on complex projects.
- Investigated and/or distributed complaints from the public.
- Worked with Code/Zoning enforcement.
- Worked closely with the Building Official to maintain a smooth running department while providing quality public service delivery.

#### County of Alameda

##### *Building Inspector II*

**1990 - 2008**

Combination Inspector performing inspections for non-residential construction. Assisted his team with code inquiries to maintain consistency.

#### County of Alameda

##### *Building Inspector I*

**1989 - 1990**

Combination Inspector for all residential construction. Issued Violation Notices and Stop Work Orders as required. Maintained records for his area of responsibility.

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# Wladyslaw Grobelny

## Building Inspector

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### Experience

20+ years

### Education

Diablo Valley College, Building Standards & Codes

### Certifications

ICC Residential Combination Inspector  
ICC Residential Building Inspector  
ICC Residential Electrical Inspector  
ICC Residential Mechanical Inspector  
ICC Residential Plumbing Inspector  
ICC Commercial Mechanical Inspector  
ICC Commercial Plumbing Inspector  
General Contractor license, B#914635  
Gas Flex CSST Certified Installer

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### Experience Summary

With over 20 years of experience in the construction field, Wladyslaw brings to 4LEAF a strong background working with a diverse team of engineers, inspectors, sub-contractors, and other industry professionals. He is well-versed in a variety of construction projects including commercial, industrial, infrastructure, and residential. This level of experience makes Wladyslaw an asset to any project and team. His proficiency in reading plans, working on renovations big and small, and detail-oriented standards are highly-valuable skills that 4LEAF looks for in all team members. Wladyslaw guarantees above-and-beyond project results and the highest level of service to clients as he strives to provide excellent leadership, communication, and relationship building skills.

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### Select Project Experience

#### Total Construction – Bay Area, CA

##### *Company Owner, General Building Contractor*

In his roles as Owner and General Building Contractor, Wladyslaw offers and performs all phases of construction ranging from planning and permitting to construction and project completion. He manages new residential construction projects including renovations and small commercial projects, as well as creates schedules and timelines for each project, including cost estimates and breakdowns. His client list includes the Piedmont Parks and Recreation Department, Piedmont Police and Fire Department, and Valley Transportation Authority of Santa Clara.

#### Palo Alto Home Improvements (PAHI) Construction Company – Palo Alto, CA

##### *Superintendent*

As Superintendent for PAHI, Wladyslaw oversaw a multitude of projects varying in size, complexity, and staff. He worked closely with construction foremen, carpenters, laborers, and sub-contractors to bring construction and renovation projects from creation to successful completion. His responsibilities also included job scheduling, planning, and cost control, reviewing plans and project specifications, laying of projects, and meeting and keeping in communication with property owners, architects, and inspectors.

#### Bogdan Construction – Bay Area, CA

##### *Construction Foreman*

In this role, Wladyslaw oversaw a crew of carpenters and laborer. He also directed sub-contractors and worked with architects, engineers, and sub-contractors throughout each project's timeline in order to see through the quality, accuracy, and successfulness of the work.

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# Ronald Stevens

## Combination Building Inspector

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### Experience

45 years

### Education

Master's in Public Administration  
DeVry University, Keller School of  
Management State of Illinois

Bachelor of Arts in Political Science  
California State University Stanislaus  
Turlock, California

Associate in Arts, Business Major  
San Joaquin Delta College Stockton,

### Certifications

ICC Building Inspector  
ICC Mechanical Inspector  
ICC Mechanical Inspector (UBC)  
ICC Plumbing Inspector  
ICC Plumbing Inspector (UPC)  
ICC Commercial Building Inspector  
ICC Commercial Mechanical Inspector  
ICC Commercial Plumbing Inspector  
ICC Residential Building Inspector  
ICC Residential Mechanical Inspector  
ICC Residential Plumbing Inspector

CACEO Basic, Intermediate, Advanced &  
Supervisory Code Enforcement Official.

### Affiliations

ICC  
CALBO  
SCACEO  
CACEO  
CASE

### Experience Summary

Ronald has more than 45 years of experience in the construction industry. In 1985 he founded and managed a private inspection company which did condition and evaluation assessments on residential and commercial properties. Ronald first obtained certification from the ICBO, currently the ICC in 1991 as a Building, Plumbing and Mechanical Inspector and worked as a combination inspector from 1997-2007. He then received additional training and certification as a Code Enforcement Officer in 2001-2002 with the completion of Basic thru Supervisory classes. Since 2007 Ronald has pursued additional training through the California Building Officials Training Institute (CALBO) and has achieved credentials in the following areas; Building Official, Field Inspector, Design Professional and Code Enforcement. Most recently Ronald received his Master's Degree in Public Administration.

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### Selected Professional Experience

#### 4LEAF, Inc.

##### *2013 – Present*

Ronald joined 4LEAF in a full-time capacity working with various clientele to perform as-needed building inspections. Thus far, Ron has worked with the City of Dublin for approximately one year on various residential projects including multi-family and most recently has worked with the City of Fremont, City of Pleasanton, Town of Danville, City of Napa, City of Gilroy, and others on 4LEAF's behalf.

#### Precision Inspection Company Inc. Newman, CA

##### *Senior Building Inspector and Manager of Code Enforcement*

##### *1997-2007*

In this position Ronald inspected new and existing buildings and structures, executed the daily operations of Building Department and Code Enforcement in several jurisdictions, and enforced conformance to building, grading and zoning laws. Ronald also wrote, designed and produced implementation plans to establish a Code Enforcement capability in several jurisdictions. His other responsibilities included but were not limited to approving plans, specifications and standards; inspecting residential, commercial, industrial and other structures during and after construction; training and managing ten to twelve inspectors and Code Enforcement personnel.

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# Jane Alexander, CBO

## Senior Building Inspector/Fire Plans Examiner & Inspector

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### Experience

34+ years

### Education

Merritt College, Field Ironworker, 1983  
Union Ironworkers Apprentice Hall,  
Journeyman Ironworker, 1986

### Affiliations:

Disaster Worker, State of California  
Governor's Office  
National Fire Protection Agency and  
AFSCME affiliated with the AFL-CIO

### Certifications

ICC Certified Building Official  
ICC Certified Fire Plans Examiner  
ICC Certified Fire Inspector I  
ICC Certified Fire Inspector II  
ICC Certified Commercial  
Electrical Inspector  
ICC Certified Residential Energy  
Inspector/Plans Examiner  
ICC Certified Commercial  
Combination Inspector  
ICC Certified Residential  
Combination Inspector  
ICC Certified Plumbing Inspector UPC  
ICC Certified Mechanical  
Inspector UMC  
ICC Certified Building Plans Examiner  
ICC Certified Building Inspector  
ICC Certified Permit Technician  
ICC Certified Accessibility  
Inspector/Plans Examiner  
ICC Certified Residential  
Electrical Inspector  
ICC Certified Combination Inspector  
ICC Certified Building Code Specialist  
ICC Certified Permit Specialist  
ICC Certified Mechanical Inspector  
ICC Certified Combination  
Inspector - Legacy  
ICC Certified Plumbing Inspector  
ICC Certified Combination Dwelling  
Inspector - Uniform Codes  
ICC Certified Electrical Inspector

### Experience Summary

Jane is an ICC Certified; Building Official, Building Plans Examiner/Inspector, and Fire Plans Examiner/Inspector with more than 34 years of experience working in public building departments. Jan has performed plan review and inspections on commercial, residential, and industrial buildings. In addition, Jan is a trained responder for the Governor's Office of Emergency Service's Safety Assessment Program (SAP) and is affiliated with the National Fire Protection Agency.

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### Select Professional Experience

#### 4LEAF, Inc.

#### *Senior Building Inspector*

#### **2016 - Present**

Jane is currently working for 4LEAF at the City of Hollister providing inspection services to include residential (single family and multi-family), commercial. In addition, Jerry assists 4LEAF with their ICC Inspector training program where she takes new inspectors and educates them on inspection techniques and best management practices.

#### City of Gilroy

#### *Building Inspector II*

#### **December 1989 – September 2015**

- Inspected new and existing building structures.
- Executed daily operations of industrial, commercial, and residential field inspections.
- Enforced conformance to building, grading, and zoning laws.
- Wrote, designed, and produced fire survey and seismic damage reports.
- Approved commercial and residential plans, specifications, and standards.
- Instrumental in code enforcement cases.
- Inspected residential, commercial, industrial, and other buildings during and after construction.
- Supervised, trained, and managed three permit technicians and achieved significant improvements in their productivity.
- Ensured that building inspections/construction details met minimum code standards and specifications.
- Trained in safety assessment program (SAP) for the Governor's Office of Emergency Services.

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# Lucas Chapman, CBO

## Building Official /Senior Combination Building Inspector

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### Experience

36+ years

### Education

A.S. Degree, Building Inspection  
1991 Butte College, Oroville, CA

A.A. Degree, Public Land  
Management, 1973 West Valley  
College, Saratoga, CA

### Certifications

ICC Certified Building Official

ICC Certified Combination Inspector

ICC Certified Accessibility  
Inspector/Plans Examiner

ICC Certified Building Inspector

ICC Certified Combination Dwelling  
Inspector

ICC Certified Mechanical Inspector

ICC Certified Plumbing Inspector

ICC Certified Plumbing Inspector UPC

ICC Certified Reinforced Concrete

Special Inspector-Legacy

ICC Certified Residential Combination  
Inspector

ICC Certified Structural Masonry  
Special Inspector

ICC Certified Structural Steel &  
Welding Special Inspector – Legacy

### Related Course Work

ICC, UBC, CBC, CEC, UPC, UMC,  
UFC, Title 19 Codes, Blueprint  
Reading, Plan Checking, Submittal  
Review, RFO & ASI Review, AWS  
(Welding Inspection CWI), Structural  
Steel Manuals (AISC), ACI (American  
Concrete Institute), ANSI (A117.1)  
ASTM Standards, NFPA 13, 70 & 72,  
OES training, 2013 code update &  
CASp training.

### Experience Summary

For more than 36 years Lucas has worked from Colorado to California as a Building Inspector, Tradesman, Equipment Operator, and Foreman in heavy construction, residential, commercial, underground, high-rises, and road construction. Lucas is experienced with evaluating construction site conditions, maintaining digital photo files, reviewing change orders and plans, RFIs, reviewing project documents and schedules of value payments, attending staff meetings, interacting with design and construction personnel, assisting in problem solving, performing commercial and residential inspections, maintaining daily reports using both field notes and computer logs.

---

### Select Professional Experience

#### 4LEAF, Inc. - City of Pinole

##### *Contract Supervising Senior Inspector / Interim Building Official*

Lucas is currently serving as the Interim Building Official for the City of Pinole. As Building Official Lucas directs, manages, supervises, and coordinates the activities and operations of the Building and Safety Division within the Community Development Department. Duties include assuming responsibility for implementing City activities related to ensuring compliance with building code standards including plan check, inspections, supervising and performing the more difficult inspections, and approving plans and specifications as necessary.

#### 4LEAF, Inc. - City of Dublin

##### *Contract Supervising Senior Inspector / Interim Building Official*

Lucas served for nearly twelve years as a Contract Supervising Senior Inspector, Capital Projects Inspector, and other duties as assigned by the City of Dublin. Lucas supervised nine inspectors and oversaw the inspection of over 600 million dollars' worth of construction. Lucas traveled from site to site performing inspections, supervising inspectors, and reviewing code issues with contractors on commercial buildings, parking structures, residential, multi-family buildings, and private medical facilities. Lucas attended code training classes. Lucas helped oversee the entirety of the City of Dublin's growth and was responsible for such projects as:

- Ulfert's Center
- 12 Multi-Family Projects
- Persimmon Place
- Water & Community Parks

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# Brent Hipsher, CBO, CASp

## Combination Building Inspector / Fire Inspector

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### Experience

25 years

### Certifications

DSA CASp # 422

ICC Certified Combination Building Inspector

ICC Certified Building Official

ICC Certified Combination Inspector

ICC Certified Electrical Inspector

ICC Certified Mechanical Inspector

ICC Certified Plumbing Inspector

Fire Inspector 1A-1D & 2A-2D

### Education

California State University, San Jose  
Building Inspection Certificate

College of San Mateo

A.S. Degree Inspection Certificate

A.A. Degree Inspection Certificate

### Professional Affiliations

International Code Council

ICC Peninsula Chapter – Past President

IAPMO Current Chair

IAPMO Research and Testing  
Committee

IAPMO Answers and Analysis

CALBO California Certification  
Committee

### Experience Summary

Brent is a certified Building Official with nearly 25 years of construction related experience; ICC Certified Combination Building Inspector as well as two college certificates in Building Inspection, Construction Management, and has a Certified Access Specialist Certification (CASp #422). Brent has worked with a number of different jurisdictions including the Town of Portola Valley, City of Milpitas, City of Dublin, and the City of Palo Alto where he has served in positions as Building Official, Plans Examiner, and Combination Building Inspector.

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### Select Experience

#### 4LEAF, Inc.

##### *Combination Building Inspector/CASp/Building Official*

Brent has recently rejoined 4LEAF as a Combination Building Inspector, Certified Access Specialist, and As-Needed Building Official. Brent has worked with numerous 4LEAF clientele including the cities of Emeryville, Newark, Hollister, Pleasanton, and Fremont to assist with any as-needed building inspections ranging from residential to commercial for all trades.

#### City of San Mateo

##### *Deputy Building Official/Fire Inspector*

For approximately one year, Brent worked at the City of San Mateo in the Building Services division as a Deputy Building Official and Counter Manager where he managed the inspection, plan check, and front counter personnel. Brent also spent several months working with San Mateo Fire as a City Fire Inspector.

#### Kutzmann and Associates

#### City of Palo Alto

##### *Building Inspector/Plans Examiner*

For approximately seven years Brent worked with the City of Palo Alto as a consultant inspector and plans examiner. Initially, Brent worked in the office as a plans examiner and facilitated customer service related to code questions and over-the-counter plan checks at the Building Counter. Previously, Brent has served the City on a number of residential and commercial inspection projects including:

- HP Executive Center
- Arbor Real (250-unit multi-family)
- Tesla

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# Greg Adams, CBO

## Building Official / Building Inspector / Plans Examiner

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### Experience

30 years

### Certifications

ICC Certified Building Official  
ICC Certified Plans Examiner  
ICC Certified Building Inspector  
ICC Certified Permit Technician

### Professional Affiliations

CA Contractors License  
International Code Council  
California Building Officials  
ICC Yosemite Chapter  
ICC Redwood Empire Chapter

### Experience Summary

Greg is an ICC Certified Building Official with more than 30 years of Northern California building department experience. Greg is an active member in the International Code Council (ICC) and California Building Officials. Greg has served as Chief Building Official for many jurisdictions including the cities of Visalia, City of Rohnert Park, City of Lathrop, and Tulare County.

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### Select Professional Experience

#### **4LEAF, Inc.**

#### ***Project Manager / Building Official***

#### ***2012 - Present***

Greg has been with 4LEAF for more than five years in several separate capacities. Greg has also worked for 4LEAF performing Interim Building Official consulting and on-call building inspection and plan review services. Currently Greg is performing Interim Building Official services for the Cities of San Pablo and Brentwood. Previously Greg served the City of East Palo Alto as Interim Building Official.

#### **City of Visalia**

#### ***Chief Building Official***

#### ***January 2012 – October 2012***

Greg was responsible for maintaining the day-to-day operations of the Building Department including coordination (self perform if required) of inspection and plan review services and other related activities. Greg managed a staff of approximately 10 personnel and prioritized, assigned, supervised, and reviewed all work of staff responsible for plan checking, building inspection, permit issuance, and code enforcement. Greg also ensures compliance with current state laws and building codes.

#### **City of Rohnert Park, CA**

#### ***Chief Building Official/Chief Building Inspector/Plans Examiner***

#### ***2004 - 2011***

Greg served the City of Rohnert Park as the Chief Building Official, Chief Building Inspector, and Plans Examiner for approximately 18 months. Greg typically performed these duties solely and would report to the Community Development Director. Projects included residential, commercial, industrial, and multi-family. Greg enforced the codes per the current California Building Codes and Regulations including Tier 1 of the 2010 Green Building Code.

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# Martin Scott, DSA 1, OSHPD A

## Inspector of Record

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### Experience

25 years

### Education

University of California, Los Angeles, CA, General Sciences, 1992-94

Saddleback College, Mission Viejo, CA, Physical Sciences, 1990-91

University of California, Irvine, CA, Engineering and Code, 1986-88

Pierce College, Woodland Hills, CA, General Engineering, 1977-78

### Certifications

DSA Class 1 # 4470  
OSHPD Class A # 10365  
PIPE Medical Gas Inspection

### Registrations

International Code Council  
DSA  
OSHPD

### Safety Training

4LEAF Back Safety  
4LEAF Slips Trips and Falls  
4LEAF Ladder Safety  
4LEAF PPE  
4LEAF Heat Illness Prevention  
Click Safety – Fall Protection Training

### Experience Summary

Martin has more than 25 years of experience as an Inspector of Record (IOR) performing inspections with various correctional facilities, school districts and medical facilities throughout Northern and Southern California. In addition, Martin has five years of experience as an IOR working on university projects in the State of California. He has worked on numerous inspections from \$1 million to \$100 million projects.

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### Select Project Experience

#### Woman's Jail Expansion, San Luis Obispo County

##### *Inspector of Record*

Martin is performing Inspector of Record services for the expansion of the Women's Jail. The project includes constructing a 46,000 square feet (sq. ft.) facility to house and provide treatment and program space for approximately 198 women inmates on 1.5 acres of the greater 7± acres of County-owned land. The project includes constructing two buildings primarily constructed of steel, with interior high traffic areas constructed of concrete masonry unit and concrete for long-term durability. During phase one of the project, a 38,000 sq. ft. two-story structure will be constructed that will house post-arrangement, pre-sentenced, and convicted female inmates. During phase two of the project, the existing women's inmate facility will be demolished and a second 8,000 sq. ft. health care/program building will be constructed. The second building will provide space for medical, dental, and mental health services, as well as other programs to support these inmates.

#### College of Marin, Science Math Central Plant Building

##### *Lead Inspector of Record*

This project consisted of the construction of a new 77,000 gross square foot \$49 million Science Building to replace the existing 55,000 square foot 1960's Science structure. The three-story building includes wet labs, dry labs, class rooms and a central plant for nearby buildings. Adjacent softscape and hardscape is included. The new building is rated by the United States Green Building Council and features a partial "green" roof.

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# Jesse Cleveland

## Building Inspector

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### Experience

10 years

### Certifications

ICC Residential Building Inspector  
ICC Residential Mechanical Inspector  
ICC Residential Plumbing Inspector  
Certified Professional Coder

### Experience Summary

Jesse is an ICC Certified Residential Building Inspector with more than 10 years of related field experience. With his thorough knowledge of various codes for both building, health, and safety violations, Jesse provides a fresh perspective to this field. Competent in applying technical knowledge and following proper inspection techniques, Jesse excels in examining workmanship and materials, as well as detecting deviations from plans, regulations, and standard construction practices. This attention to detail is crucial for the field of construction.

With the strong ability to inspect and identify violations of regulations governing signs, building occupancy, building sites, and related matters to ensure compliance, Jesse further shows that he is adept in his skillset. His considerable knowledge for construction and structural safety only continues to increase and his strong interpersonal, verbal, and written communication skills make him an asset to any team. Jesse has been recognized by superiors for exceeding expectations in leadership, professional knowledge, integrity, confidentiality, and communication.

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### Select Work Experience

#### 4LEAF, Inc.

##### *Building Inspector*

**2018**

Jesse has been a welcome edition to the 4LEAF inspection team. He has excelled in performing all aspects of residential inspections in the City of Hollister where he was responsible for inspections of sub-divisions, additions and remodel work. Jesse has received several kudos from both his supervisor staff and from his public contacts. He provides a “partnership” approach to his field work while ensuring that structures he inspects are in conformance with applicable codes and standards.

#### Tokay Heating and Air

##### *Comfort Advisor*

**2018**

Jessie was a Comfort Advisor for an HVAC company located in the City of Lodi. Jesse was responsible for advising potential customers on HVAC systems, determining the needs of homeowners, and adapting presentations to discuss the features and benefits of the company’s products. Other duties included the development of proposals and quotations for mechanical contractors, reviewing submittals and specifications, and exhibiting exceptional customer service.

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Appendix

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### Plan Check Resumes

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# Lorena Quilla-Soules, CASp

## Building Services Manager

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### Experience

23+ years

### Certifications

ICC Certified Residential Building Inspector

ICC Certified Permit Technician

ICC Certified Residential Plans Examiner

California Accessibility Specialist, CASp # 833

### Experience Summary

Lorena is CASp Certified and also is an ICC Certified Building Inspector, Plans Examiner, and Permit Technician with over 23 years of municipal experience in various jurisdictions. Lorena is an integral part of our team and has the industry know-how to provide quality deliverables to our clients.

Both in and out of the field, Lorena has exceptional interpersonal skills, with an uncanny ability to effectively develop and maintain relationships with diverse individuals to coordinate successful building projects. She has the ability to manage multiple tasks, changing priorities with excellent results, proven leadership qualities, organized, with a strong desire to learn and succeed.

Lorena's professional endeavors center around utilizing her background and development skills to improve community livability, promote local economies, and protect the public health, safety, and welfare in the built environment.

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### Select Professional Experience

#### 4LEAF, Inc. – Newport Beach, CA

##### Building Services Manager

5/2021 - Present

Lorena spearheads the management of plan review, inspection services, and consulting services for several different 4LEAF clients. She is also leading our training efforts out of our Newport Beach location to mentor, and place Permit Technicians and Engineering Technicians to Building and Public Works Departments throughout Central and Southern California. She is currently managing a team of more than 10 personnel.

#### City of Garden Grove, CA

##### Permit Center Supervisor

September 2017 – 2021

- Manage permit staff, public counter activity related to plan check tracking, permit processing and issuance, ensuring a high-level customer service experience for the public.
- Assign work and monitor permit staff workload and assist in backlog processing when necessary.
- Assist and train staff developing their knowledge, growth, and confidence related to permit issuance.
- Perform quality control for permits issued daily, verifying accuracy of the permit description,

contact information, valuation and fees collected.

- Coordinate with Postal Service, and Emergency Responders in processing city wide addressing.
- Complete plan reviews related to accessibility barrier removals/ voluntary ADA upgrades.
- Perform rough and final accessibility inspections, documenting barriers and corrections needed for compliance.
- Represent the Chief Building Official at various meetings including but not limited to Site Plan Review, and Site C hotel development.
- Develop/revise work instructions, policies and procedures related to plan check intake, and permit processing. Ensure permit staff is trained and apprised of updates or new instructions.

## **City of Visalia, CA**

### ***Residential Plan Checker***

#### **November 2016 – September 2017**

- Review and approve residential building plans for accuracy and compliance with city amendments and current building codes.
- Interpret plumbing, electrical, mechanical, and structural plans for compliance with codes.
- Coordinate with architects, engineers, designers, contractors, and property owner to develop plans that comply with codes.
- Interpret and answer questions on building codes and permit processing at the public counter, telephone or by email.
- Provide information and guidance to the public relating to code compliance and city's organizational procedures.
- Assign sub-division, multi-family, residential and commercial addressing within city limits.
- Perform inspections as back-up to inspection staff, verifying construction work is being done according to approve plans.

## **City of Visalia, CA**

### ***Lead Permit Technician***

#### **February 2016 – November 2016**

- Recommend and assist the Building Official in implementing goals, objectives, policy, and procedures for permit issuance.
- Evaluate current processes and responsibilities of permit staff; recommend improvements and modification to processes as needed.
- Prepare statistics on public interface which includes counter activity, peak hours of operation, and percentage of customer wait times. Submit monthly report to Building Official and Department Head.
- Assign and review work of Permit Techs and Sr. Office Assistants.
- Train and assist in the hiring and evaluation of personnel including those involved with issuing permits.
- Perform comprehensive performance reviews for Permit Techs and Sr. Office Assistants.
- Ensure compliance of policies, ordinances, building codes and laws related to permit operations.
- Resolve complex problems related to permit acceptance and issuance.
- Assist the Building Official with the Building Advisory Committee and keep him informed of any impending issues.
- Respond to requests from management and staff.
- Perform plan check review for solar, pools, fences and patios over the counter as needed daily.

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# James Wiatrak, CBO, CASp

## Chief Building Official/Certified Access Specialist

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### Experience

25+ years

### Education

University of Alaska, Fairbanks

Completion of General Education

Palomar College

A.A. Degree, Construction Inspection

### Certifications

CASp 789

ICC, Building Inspector

ICC, Resident Combination Inspector

ICC, Combination Dwelling Inspector-  
Uniform Codes

ICC, Mechanical Inspector-Uniform  
Codes

ICC, Mechanical Inspector

ICC, Commercial Building Inspector

ICC, Electrical Inspector

ICC, Plumbing Inspector

ICC, Commercial Plumbing Inspector

ICC, Combination Inspector

CALBO Building Inspector, Safety

Assessment Program, State of

California, Office of Emergency

Services

### Experience Summary

James is a dedicated and proficient code professional with more than 25 years of experience working within California Building Departments. He has experience performing thousands of inspections and managing building department staff resulting in extensive knowledge, application, and enforcement of the municipal and adopted building codes in residential, commercial, and industrial construction. James is an ADA Coordinator with experience in developing, reviewing, and successfully implementing City ADA transition plans.

He has worked in California municipal Building Departments in municipalities such as Wildomar, Canyon Lake, Encinitas, Solana Beach, La Quinta, Santa Clara, Santa Monica, and San Diego performing thousands of inspections and managing building department staff. As a result of his professional and academic experience, James possesses extensive knowledge, application, and enforcement of the municipal and adopted building codes in residential, commercial, and industrial construction.

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### Select Professional Experience

#### 4LEAF, Inc.

##### Building Official

##### 2021 - Present

James joined 4LEAF to work in several different capacities including Building Official, Plans Examiner, Building Inspector, and Certified Access Specialist (CASp).

#### Interwest Consulting Group – Pleasanton, CA

##### Building Official

##### 2020 - 2021

- Supervised a combined staff of approx. six (6) inspectors and permit technicians.
- Worked closely with Planning, Engineering, Fire, and Code Enforcement departments.
- Developed and maintained positive working relationships with water, gas and electric utilities, local design professionals, and developers.

- Created and implemented policies and procedures, compiled, and refined daily inspection schedules, provided staff support and direction, collaborated with EsGil plan review teams, and performed in-house plan reviews and inspections.

**Design and Development Department, City of La Quinta – La Quinta, CA**

**Building Official**

**5/2018 - 9/2019**

- Oversaw daily operation of the Building Division for the City.
- Supervised staff of approximately 10 Plan Reviewers, Inspectors, and Permit Technicians.
- Created and implemented policies and procedures, recruited, and promoted plan review and inspection staff, performed plan reviews and inspections as needed, prepared and managed FY budgets and service contracts, and presented reports and other matters before City Council.
- Worked closely with other departments including City Manager, Planning Manager, City Clerk, City Attorney, City Engineer, Human Resources, Code Enforcement, Fire, and Finance.
- Responsible for the review, update, and implementation of the City's on-going ADA transition plan.

**City of Santa Clara – Santa Clara, CA**

**Senior Building Official**

**1/2016 - 1/2018**

James recruited, trained, and supervised 6 combination inspectors, supervised Code Enforcement staff, and managed Code Enforcement cases. He also created and presented an accessibility training program for all Building Departments covering the interpretation and enforcement of portions of CBC chapters 11A and 11B.

**City of Santa Monica – Santa Monica, CA**

**Combination Building Inspector III**

**11/2009 - 1/2016**

Conducted inspections as a Combination Building Inspector III (structural, mechanical, electrical, plumbing, and pool spa) for residential, commercial, and industrial structures.

**City of San Diego, Fire/Rescue Department – San Diego CA**

**Fire Prevention Inspector**

**2008 - 11/2009**

Performed a wide range of functions including review and approval of new commercial, residential, and tenant improvement fire sprinkler systems.

**City of San Diego, Fire/Rescue Department – San Diego CA**

**Combination Building Inspector II**

**1997 - 2008**

Performed duties as a Combination Inspector (structural, mechanical, electrical, plumbing, and pool and spa) for one and two-family dwellings.

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# Minerva “Minnie” Arredondo

## Senior Permit Technician

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### Experience

21+ years

### Certifications

International Code Council / 5062802  
ICC Permit Technician

### Affiliations/Accomplishments

United States Marine Corps.  
Honorable Discharge, 1986

### Associations

International Code Council  
ICC Monterey Bay Chapter

### Experience Summary

Minnie is an experienced Senior Permit Technician based in the Monterey Bay Area. She has more than 21 years of experience and is skilled in setting up management systems such as manuals, procedures, and documentation. She is adept in providing high-quality customer service, maintaining department databases and administrative files, scheduling inspections, handling correspondence, and addressing and processing inspection records.

Minnie adapts easily to new processes and environments and can quickly learn new skills and apply them efficiently. She works well under pressure, is bilingual, organized, highly dedicated, can multitask, is a great problem solver, and has valuable database knowledge.

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### Select Project Experience

#### 4LEAF, Inc. – (Monterey Bay Area including the City of Greenfield)

#### Senior Permit Technician

#### 2020 - Present

Minnie has recently rejoined 4LEAF as a Senior Permit Technician in the Monterey Bay Area. She is proficient in multiple Building Department softwares including Acella, Trak-It, Tyler, and iWorQ. Minnie is currently the Senior Permit Technician on behalf of 4LEAF at the City of Greenfield and is currently assisting the City on several large developments including the Airport Museum and workforce housing projects. In addition, her other duties include:

- Operating and maintaining the Building Department by greeting customers, reviewing all applications and plan submittals, collaborating with other departments and agencies, and scheduling inspections
- Calculating building, plan review, and City impact fees for construction projects
- Providing public assistance relating to the building permit application process
- Auditing processes, financial files, and efficiency of “Contracted” Building Departments
- Assisting the Code Enforcement Officer with code violations, legal notices, and compliance
- Maintaining the City’s permit software by extracting data and converting to alternate platforms, report writing, and troubleshooting problems
- Training existing staff on processes and procedures

**Interwest Consulting Group**

**Senior Permit Technician**

**2017 - 2019**

Minnie was predominantly assigned to work on behalf of Interwest for the City of Elk Grove. Minnie worked with clients to facilitate the processing of construction projects, assisted with all duties (from reviewing application submittals for completeness and accuracy to building permit issuance), and completed and maintained records, reports, documents, and correspondence. Additional responsibilities included:

- Assisting with fee calculations for residential and commercial projects
- Coordinating approvals from different City departments and other agencies that were required prior to the permit issuance
- Processing temporary and permanent certificates of occupancy
- Working closely with Development Engineering, Emergency Services, Developers, and Project Engineers in providing block numbers, street name approvals, reviewing street flows, and addressing for new subdivisions

**4LEAF, Inc. – City of Lathrop, CA**

**Permit Technician**

**2015 - 2017**

As contract staff to the City of Lathrop, Minnie performed all job duties relating to maintaining and operating a Building Department. She collaborated with City staff and consultants to ensure construction projects were routed through the proper departments efficiently and in a timely manner. Minnie also assisted developers, homebuilders, and homeowners with their plans and applications.

**Newman Flange and Fitting Company**

**Inside Salesperson**

**2011 - 2015**

In this position, Minnie calculated fees for quotes and provided product information to clients. She was responsible for reviewing purchase orders for accuracy and ensured that all orders were entered and manufactured per ASTM/ASME Codes. Minnie created work orders and coordinated with other departments to ensure timely delivery, invoiced customers, and addressed customer concerns.

**Precision Inspection Company**

**Senior Permit Technician**

**1999 - 2009**

In her first role as a Permit Technician (which progressed her into a Senior position), Minnie provided public assistance relating to the Building Permit Application process as contract staff to multiple municipalities. She routed Building Permit Applications and plans to appropriate departments and agencies, scheduled inspections, and calculated Building, Plan Review, and City Impact Fees for construction projects. Minnie also conducted Section 8 housing inspections, provided administrative assistance to Code Enforcement Officers, and maintained Company-wide permitting software. On behalf of Precision, Minnie worked for jurisdictions such as the Cities of Hollister, Newman, Gustine, and Los Banos.

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# Melissa Dubovik, P.E.

## Plan Review Engineer

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### Experience

13 years

### Education

Bachelor of Science in Architectural Engineering, 2005  
California Polytechnic State University,  
San Luis Obispo

### Registrations

State of California Licensed Professional Engineer, Civil, #73241

### Software Proficiency

AutoCAD (v.97- v.2008), Revit 2009,  
SAP2000, Enercalc, TJBeam, RAMSteel,  
RAM Advanse, Microsoft Office Suite

### Experience Summary

Melissa is a California registered Civil Engineer with more than thirteen years of experience providing plan review and engineering services on numerous projects. Melissa currently assists 4LEAF in the management of plan review efforts including distribution to our Fire Review, Structural Review, and Non-Structural Review personnel.

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### Select Professional Experience

#### 4LEAF, Inc.

##### *Plan Review Engineer*

##### **2012 - Present**

Melissa is responsible for coordinating and Project Managing all plan reviews from 4LEAF's clientele and distributing to the appropriate plan review personnel. Melissa's responsibilities include reviewing initial and subsequent submittals of structural and non-structural building plans for conformance of residential, commercial and essential service projects to the California Building Code (CBC) applicable at the time of submittal; composing plan check comment letters for projects and performing independent calculations to verify project calculations.

#### Buehler and Buehler Structural Engineers, Inc.

##### *Project Engineer*

##### **2005-2011**

As a Project Engineer, Melissa designed essential service, educational, commercial (entertainment, office and retail) and multi-family residential buildings. She is experienced with Seismic design experience with codes: 2009 IBC, 2010 CBC, ASCE 7-05, ACI 381-05, AISC 341. Melissa as the ability to complete her own construction documents in AutoCAD or Revit Structural Ability to adapt to clients needs. Melissa's design experience includes:

- Little Saigon Plaza, Sacramento, CA
- Sutter Memorial Hospital Catheterization lab # 3, Sacramento, CA
- Lincoln Square Plaza, Lincoln, CA
- Offices at Cameron Park, Cameron Park, CA

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# Farheen Sultana, S.E., LEED AP

## Senior Structural Plan Review Engineer

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### Experience

13 + years

### Education

State University of New York, Buffalo  
M.S. Earthquake Engineering, 2005

### Registrations

State of California Licensed  
Professional Engineer, Structural  
2014

State of California Licensed  
Professional Engineer, 2009

### Certifications

ICC Building Plans Examiner  
LEED AP

CASp (Passed Open Book Exam)

### Software Skills

SAP  
STAAD  
RISA  
AutoCAD  
Accela

### Experience Summary

Farheen is a registered Structural Engineer with more than 13 years of structural design background with responsibility of structural system analysis, design, and preparation of construction documents from inception to completion, in accordance with overall project requirements. Farheen is also experienced with field structural observation to ensure their compliance with approved drawings and is experienced with RFI's and solutions for field conditions.

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### Select Professional Experience

#### 4LEAF, Inc.

November 2018 – Present

#### *Senior Structural Plan Review Engineer*

Farheen has recently joined 4LEAF as a Senior Structural Plan Review Engineer and is responsible for the review of commercial and residential structures as well as Quality Control of other 4LEAF Plan Review personnel.

#### City of San Jose

April 2014 – November 2018

#### *Senior Structural Plan Review Engineer*

Farheen worked for the City of San Jose for more than four years. Some of her projects reviewed included:

#### Multi Family & High Rise Projects

- Charlotte Apartments
- Cambria Hotel
- Coleman Highline Office Buildings
- Charlotte Garage (4 story parking garage)

#### Tenant Improvements

- Space Systems Loral
- Broadcom (Mitty High School)
- Adobe
- IBM
- Apple
- Tesla

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# Mike James Anderson, P.E., CASp

## Plan Review Engineer

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### Experience

30 years

### Education

BS, Civil Engineering,  
California State University,  
Sacramento

### Registration

CA Registered Civil Engineer

### Certification

ICC Certified Professional Plans  
Examiner

CASp – Certification No 328

### Experience Summary

Mike Anderson has over 30 years of extensive plan review experience. He has provided architectural and structural plan review services on numerous moderate and complex projects for various jurisdictions and clients in California. His architectural review experience includes both reviewing new construction plans for code compliance and analyzing existing buildings for potential occupants and building owners. This architectural review covers aspects of the California Building Code including occupancy type, rated construction, exiting and accessibility. Mike is not only a professional engineer but also a Certified Access Specialist. Mike is currently responsible for providing architectural and accessibility plan review and office staff oversight for a variety of commercial, industrial, and multi-family residential projects throughout the western U.S.

Mike has extensive experience reviewing high-rise and mid-rise projects for conformance with the local building codes and ordinances. He has reviewed apartments, commercial buildings, OSHPD 3 Facilities and assembly occupancy facilities.

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### Select Professional Experience

#### **Plaza Lofts Seven Story Building, City of Sacramento, CA**

##### ***Plans Examiner***

High-rise with complex rated construction details and Ch. 11A accessibility including parking garage, ramps, etc.

#### **Marriott Hotel – Fifteen Story Hotel & Condominium Building**

##### ***Plans Examiner***

##### **City of Sacramento, CA**

High-rise with both CBC Ch. 11A & B accessibility provisions.

#### **RT Metro Repair Facility, City of Sacramento, CA**

##### ***Plans Examiner***

Industrial structure with multiple other uses including assembly and office.

#### **Carefree Natomas Apartments, City of Sacramento, CA**

##### ***Plans Examiner***

Three-story multi-family with clubhouse – 20 building site including full accessibility site analysis.

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# Scott Martin, P. E.

## Plan Review Engineer

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### Experience

21+ years

### Education

University of California, Irvine  
B.S. Civil Engineering

### Certifications

California Registered Civil Engineer  
License # 59091

Nevada Registered Civil Engineer  
License # 019922

### Professional Affiliations

ICC – International Code Council

Structural Engineers of Northern  
California (SEAOC)

ASCE

### Experience Summary

Scott has more than 21 years of structural engineering experience. Scott has performed a multitude of plan reviews for many different disciplines including OSHPD 3, DSA Projects, and various municipal reviews for clients throughout California. Scott's day-to-day activities include the review of plans submitted to local jurisdictions, creation and submission of plan check letter, and constant communication with all project stakeholders. In addition, Scott was often tasked with the education of building code to applicants.

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### Select Professional Experience

#### 4LEAF, Inc.

#### *Structural Plan Check Engineer*

#### 2012 - Present

Since 2012, Scott has worked for 4LEAF in a number of different capacities as a Plan Review Engineer. Scott has worked as a structural plans examiner and is strong with architectural review. Scott has experience working on outside plan checks and has also been assigned to municipalities to review plans onsite and work at the counter with the public and architects to answer building code related questions and provide excellent customer service. In addition, Scott performed many large-scale plan reviews for the City including:

- Workday Campus (6 Stories) - \$50 Million
- Stanford Medical Center (6 Stories) \$32 Million
- VM Ware HTE Tenant Improvement \$ 25Million
- Hilton Hotel and Underground Parking \$18 Million
- VM Ware Parking Structure 2 \$14 Million
- Stanford Hospital Site Development \$13 Million
- 260 California (3 Story mixed-use & underground parking) \$10 M
- Thermal Vacuum Chamber \$9.7 Million
- VM Ware Parking Structure (4 Levels) \$6.8 Million
- 4 Story Tenant Improvement for Survey Monkey \$6.1 Million

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# Melissa Mennucci, S.E.

## Structural Plan Review Engineer

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### Experience

12 + years

### Education

University of California, San Diego  
Bachelor of Science – Structural  
Engineering

University of California, Davis  
Masters of Science – Civil &  
Environmental Engineering

### Registrations

State of California Licensed  
Professional Engineer, Structural,  
#5677

State of California Licensed  
Professional Engineer, Civil, #72245

### Computer Applications

ETABS  
SAP  
SAFE  
RAM  
Revit  
Bluebeam  
Adobe  
Excel

### Associations

SEOACC

### Experience Summary

Melissa is a registered Structural Engineer in the State of California with more than 12 years of industry experience including more than 10 years of design experience. Melissa is currently performing structural plan reviews from 4LEAF's Fair Oaks office and provides technical guidance to the plan review and is experienced with a wide array of project and construction types.

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### Select Professional Experience

#### **4LEAF, Inc.**

#### ***Structural Plan Review Engineer***

#### **August, 2016 - Present**

Melissa is currently performing structural plan reviews in 4LEAF's Fair Oaks office for various clientele including such cities as Sacramento, Rocklin, Folsom, Roseville, Stockton, and numerous private clients as assigned.

#### **Buehler & Buehler Structural Engineers**

#### ***Project Engineer***

#### **March, 2005 - July, 2016**

For more than 10 years, Melissa worked as a Project Engineer with this prestigious Design Firm located in Sacramento, CA. Melissa was responsible for managing and designing structural projects using all building materials (steel, concrete, masonry, & wood) and evaluating and retrofitting existing buildings. Melissa routinely collaborated with AMEP consultants on DBB and DB projects using BIM. She also practiced LEAN construction techniques that include pull planning and ISD. In addition, she performed construction administration tasks that include submittal review, RFI response, site visits, field reports, record drawings, etc. as well as managed the new employee training program. Melissa's projects included:

- Commercial
- Residential
- Schools
- Hospitals
- Government Facilities

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# Albert Kong, S.E.

## Senior Structural Plan Review Engineer

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### Experience

27+ years

### Education

California State University, Sacramento  
B.S. Civil Engineering

California State University, Sacramento  
M.S. Civil Engineering

### Licenses

CA Professional Engineer, Civil  
License #C44809

CA Professional Engineer, Structural  
License #S3942

### Certification

ICC Certified Plans Examiner, No. 23831

### Experience Summary

Albert is a California licensed Civil and Structural Engineer and has a certification as an ICC Certified Plans Examiner. He has over 27 years of experience providing design and code compliance services to both the public and private sectors. Albert previously owned and managed his own firm for over 10 years managing as many as 8 sub-consultant employees. He was actively involved with the planning, design, review and inspections of various buildings types throughout Northern California. His experience also included supervising responsibilities overseeing other engineers, architects, and building inspectors providing plan check and field reviews for the County of Sacramento. Albert also provided plan review consulting services to the cities of Sacramento and Folsom.

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### Select Project Experience

#### 4LEAF, Inc.

#### *Senior Structural Engineer*

#### **2016 - Present**

Albert has been with 4LEAF for more than three years as a Senior Structural Engineer. Albert helps supervise the structural reviews for many of 4LEAF's clients including the City of Sacramento, Roseville, Folsom, and Rancho Cordova. Some of Albert's projects include:

- **Broadstone Power Center - Folsom**
- **Galleria Power Center – Roseville**
- **City Hall – Roseville**
- **Apartments at Broadstone – Folsom**
- **Sacramento County Jail – Sacramento**
- **Kaiser - Rancho Cordova**
- **Costco – Folsom**
- **Capital Christian High School – Rancho Cordova**
- **Lakeside Church – Folsom**
- **The Rock Church – Roseville**
- **Church of Latter Day Saints – Sacramento**

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# Stefanie K. Hionis, P.E., LEED AP

## Senior Plan Review Engineer

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### Experience

15+ years

### Education

Bachelor of Science in Architectural Engineering, 2002

California Polytechnic State University, San Luis Obispo

### Registrations

State of California Licensed Professional Engineer, Civil, #70789

State of Massachusetts Licensed Professional Engineer, Civil, #52506

State of Washington Licensed Professional Engineer, Civil, #54664

### Certifications

LEED Accredited Professional

ICC Building Plans Examiner

### Professional Affiliations

California Office of Emergency Services, Safety Assessment Program, DSW-Volunteer

Structural Engineers Association of Central California

NCEES Record #66145

### Experience Summary

Stefanie is a Professional Engineer in three states with more than 15 years of experience providing structural design, plan review, and engineering services on a wide array of project types and materials. In addition, Stefanie is a LEED Accredited Professional, an ICC Certified Building Plans Examiner, and a member of the Structural Engineers Association of Central California.

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### Select Professional Experience

#### 4LEAF, Inc.

#### *Plan Review Engineer*

During her tenure with 4LEAF, Stefanie has reviewed well over one million Square Feet (sq. ft.) of new and renovated structures in over 50 jurisdictions spread over three states. Stefanie's responsibilities include review of structural building plans for conformance of residential, commercial, industrial, educational (non-DSA), religious, essential service, OSPHD III, correctional, and photovoltaic (PV) projects with the 2010, 2013, & 2016 California Building Codes (CBC). Projects encompass all material types and a variety of lateral systems. On temporary assignment to the Town of Danville, Stefanie provided many of the same duties while aiding residents with over the counter field revisions, deferred submittals, and code related questions. Notable projects include an 8-story, truncated, conical shaped Buddhist temple; a buckling-restrained braced frame office building for PG&E; renovation of the 99,000-sq. ft. Monterey Conference Center; the 13 building, multi-story, mixed use Main Street Cupertino complex; the 270,000-sq. ft. Adventist Health Campus in Roseville; and the modernization of the 240,000-sq. ft. Enumclaw High School in Washington.

#### CA Board for Professional Engineers and Land Surveyors

#### *Subject Matter Expert*

Serving as a Subject Matter Expert, Stefanie reviewed and approved applications of aspiring engineers for the Civil Professional Engineers Exam.

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# Youssef H. Abdou, BSEE

## Plan Review Engineer

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### Experience

40+ years

### Education

BS, Electrical Engineering  
California State University,  
Sacramento

### Experience Summary

Youssef has more than 40 years of experience providing design, inspection, and plan review of private and publicly funded projects. He has an extensive background in providing his electrical engineering expertise in the design, code compliance and inspection of electrical engineered systems for California Department of Transportation projects and projects for the California Military Department. He is very knowledgeable of the most current versions of the California Buildings Code, the California Electrical Code and the National Electrical Code.

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### Select Project Experience

#### 4LEAF, Inc.

##### *Senior Plans Examiner*

Youssef has provided his Electrical Engineering experience and knowledge of the local building codes and standards to review complex electrical systems related to residential, commercial, public, private, and industrial projects. Most recently he has provided extensive review of multi-million-dollar projects for the California Courts-Administrative Office of the Courts.

#### California Military Department

##### *Senior Electrical Engineer*

Youssef was employed by the State Military Department. He performed project design, prepared technical specifications, and project estimates. His duties included site inspection, and project plan review for armory buildings, maintenance repair shops, and training sites. He prepared technical reports with recommendations and budget cost estimates.

#### California Department of Transportation

##### *Transportation Engineer-Electrical*

Was employed by the California Department of Transportation to perform lighting and power design for state transportation buildings and infrastructure. Projects such as highway lighting and traffic signals, truck scale facilities, roadside rest area facilities, pumping plants, and maintenance buildings throughout the state.

#### Frandsen & Nolte Associates

##### *Design Engineer*

Youssef was employed as an electrical design engineer to provide electrical design of building system design for various types of projects. He was the lead design engineer of various projects which included schools, hospitals, single and multi-residential and industrial projects.

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# Aleck Cheney, P.E., PLS

## Plan Review Engineer

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### Experience

30+ years

### Education

B.S. Civil and Environmental Engineering,  
University of Wisconsin

### Registrations

Professional Engineer,  
State of California, No. C44299  
Professional Land Surveyor,  
State of California, No. L7862  
Professional Engineer, State of Hawaii  
Professional Land Surveyor,  
State of Colorado, No. 32834  
Professional Engineer,  
State of Colorado, No. 32834  
Professional Land Surveyor,  
State of Wisconsin, No. S1964  
Professional Engineer,  
State of Wisconsin, No. E22675  
Professional Land Surveyor,  
State of North Dakota, No. 8644  
Professional Engineer,  
State of North Dakota, No. 8644

### Affiliations

California Land Surveyors Association

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### Experience Summary

Aleck is a Civil Engineer and Land Surveyor with more than 30 years of experience working closely with municipalities and developers on publicly funded projects as a plan review engineer, project manager, land development engineer, surveyor and design engineer. Aleck has been responsible for the coordination of site development, subdivisions, and public improvement projects with developers, municipal agencies, architects, land planners, and engineers.

Aleck has prepared and negotiated civil engineering design and construction management contracts for projects in both the public and private sectors. He has been responsible for all civil and land surveying related aspects of the design and construction management process including the design and preparation of construction plans, specifications and bidding documents, material submittal review, progress tracking, payment processing, change order negotiation, and contract dispute analysis.

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## Select Project Experience

### City of Tracy

#### *Plan Review Engineer*

Aleck is currently performing civil plan review services for the City of Tracy. Aleck's responsibilities include reviewing plans submitted by housing and commercial developer applicants and providing written comments to the City of Tracy. Reviews include overall site design including grading, roadways, sidewalks, storm drain and sanitary sewer systems, potable and recycled water systems, joint trench and landscaping plans, and other offsite improvements.

Aleck also reviews and provides written comments for submitted project reports including but not limited to soils reports, hydrologic and hydraulic studies, sanitary sewer system reports, and water system reports. He attends coordination, reporting, and follow-up meetings with Development Services Department staff and developers as needed; provides technical staff support to the Development Services Department; provides reviews and written comments for submitted tentative and vesting maps; and provides City staff support in the development of various development agreements between the City and developers.

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# Anastasios Hionis, M.E., E.E.

## Electrical and Mechanical Engineer/Plans Examiner

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### Experience

11+ years

### Education

California State Polytechnic University,  
B.S. Mechanical Engineering, 2003

### Registrations

California Registered Electrical Engineer  
E19655  
California Registered Mechanical Engineer  
M33872

### Certifications

LEED AP

### Experience Summary

Anastasios is a California licensed Professional Engineer in Electrical and Mechanical Engineer. For the past eight years, he has been involved over 1000 Mega Watts (MW) of commercial and utility scale PV projects. Anastasios has served as a Design Engineer, Engineering Manager, Utility Field Application Engineer, and Plans Examiner with experience in project design and modeling, plan set creation and review, and onsite observation reporting. To date, Anastasios has completed numerous solar projects including projects for the Indianapolis Motor Speedway, Mesquite Solar One, and Arlington Valley Solar Energy II in Maricopa AZ.

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### Select Professional Experience

#### Hionis Engineering, Inc., Sacramento, CA

##### *CEO, Principal Engineer, June 2014 – Present*

- Electrical Design, Energy Modeling, Technical Due Diligence and Performance Analysis of PV Projects.
- Plan Review and Inspection services for 4LEAF, Inc.

#### Swinerton Renewable Energy, Sacramento, CA

##### *Engineering Manager, June 2013 – June 2014*

- Managed PV Electrical Design Consultants for Commercial (250 kW - 1 MW) and Utility (5-80 MW) projects.
- Evaluated and Specified electrical equipment used in project design criteria.
- Reviewed permit plan sets for coordination with RFP and construction set before submittal.
- Packaging coordination and code review of skids and DC array combiners for balance of system vendors.

#### Advanced Energy, AE Solar Energy, Sacramento, CA

##### *Field Applications Engineer, Inverters, January 2010 – May 2013*

Helped grow business unit from entry player to one of the top US Utility inverters in 3 years through:

- Listening to clients to identify objectives, perceived risks and market trends.
- Translating RFQ specifications into inverter and skid product features for the Product Design team.
- Synthesizing production, constructability and operations criteria into LCOE cost optimized designs.

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# Sareh Deyhimi, P.E.

## Plan Review Engineer

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### Experience

14+ years

### Education

Persian Gulf University  
Bachelors of Science, Civil  
Engineering

### Certifications

ICC Building Plans Examiner

### Knowledge of Codes:

SAP  
ETABS  
SAFE  
Risa  
PTI Slab  
Structural Soft  
Enercalc and Retainpro  
Auto CAD  
LISP  
BIM (Revit)  
National and international building  
standards and codes  
Seismic, reinforced concrete, timber  
and steel analysis and design  
methodology  
Field management and structural  
observation  
Retrofit and change of occupancy  
Cost and material estimation

### Experience Summary

Sareh is a registered Engineer in the State of California and is also an ICC Certified Plans Examiner with approximately four years of building and safety experience and nearly 10 years in the design field. Sareh is comfortable with National and International Building Codes and Standards and provides excellent customer service to the design and building community.

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### Select Professional Experience

#### 4LEAF, Inc., Pleasanton, CA

##### *Plan Review Engineer*

For more than four years Sareh has worked as a plans examiner on behalf of 4LEAF working the review of plans for many of 4LEAF's clientele. Sareh reviews structural and non-structural residential and light commercial plans for conformance to the 2013 and 2016 California Building Codes.

#### Willdan, Costa Mesa, CA

##### *Plan Review Engineer*

For approximately six months Sareh worked for the Willdan Corporation where she was responsible for reviewing a variety of projects including residential and commercial buildings for compliance with national, international and local codes. Sareh also memorized ordinances and requirements for permit issuance. Sareh was very strong in reviewing plans for structural analysis and design of the project and provided correction lists and consulted with the design team to provide solutions.

#### Core Structure, Costa Mesa, CA

##### *Project Engineer*

For more than one year, Sareh worked as a Project Engineer for a private design company. Her roles and responsibilities included:

- Provided analysis and design of structural, seismic, and gravity for single/multi-family residential, and commercial single/multi story dwellings including wood and light gauges structures.
- Provided models and designs for different elements of the structure, to include steel, concrete and wood based on seismic and gravity analysis.

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# Yousef Marmosh, P.E.

## Plan Review Engineer

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### Experience

40 years

### Education

University of Technology,  
Cairo, Egypt - Bachelor of Science  
Mechanical Engineering, 1966

Various Computers, Management  
and Engineering.

### Registration

Registered Professional Engineer -  
California # 22249

### Affiliations

American Society of Heating,  
Refrigerating and Air Conditioning  
Engineers.

American Management Association.  
Syndicate of the Engineering  
professions, Cairo

### Experience Summary

Yousef Marmosh has over 40 years of experience in a broad range of design and engineering disciplines. His projects include the design of building mechanical systems for a variety of commercial, institutional, correctional, educational, industrial, and medical facilities, power plants and water transmission systems.

Yousef also has extensive expertise in directing the design and development of construction documents and construction administration through systems startup and commissioning and setting up maintenance management systems. He has served as the Owner's Representative for the design stage of major projects including major hotels, and has directed the Quality Control and preventive maintenance programs for public works water projects.

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## Select Project Experience

### 4LEAF, Inc.

#### *Plan Review Engineer*

Yousef currently performs plan review for multiple jurisdictions in California. His responsibilities include reviewing initial and subsequent submittals of structural and non-structural building plans for conformance of residential, commercial and essential service projects to the California Building Code (CBC) applicable at the time of submittal; composing plan check comment letters for projects and performing independent calculations to verify project calculations.

### MET California Group LLC. – Engineering Consultants

#### *Principal Engineer*

Yousef supervised all aspects of the design of HVAC, plumbing, energy conservation, steam systems and fire protection systems from initial design to project completion, final shop drawings and project punch list. He provided all engineering services to variety of industries in the area of design, construction management and facility management.

### California Department of Corrections and Rehabilitation

#### *Supervising Mechanical Engineer – Facilities Management Division*

Yousef developed the construction documents and participated in a wide variety of construction projects within all the existing institutions statewide, for a period of nearly 20 years. He developed designs and prepared plans, specifications and equipment selections in conformance with the applicable codes and standards for prison facilities. He made periodic inspections during the planning and construction phases of work.

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# David Chung, P.E., CBO

## Plan Review Engineer/Building Official

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### Experience

27 years

### Education

San Jose State University  
M.S. Civil Engineering  
B.S. Civil Engineering

### Certifications

CA Registered Professional Engineer  
(C#57907)  
ICC Certified Building Official  
ICC Certified Plans Examiner

### Professional Affiliations

International Code Council

### Building Department Software

Accela  
CRW  
Tidemark  
Pentamation

### Leadership Academies

Leadership Academy, Gilroy 2012  
Palo Alto Academy, 2003

### Experience Summary

David is a registered Engineer in the State of California and a Certified Building Official and Plans Examiner through ICC. David has recently been the Chief Building Official in two different cities in California including the Cities of Gilroy and Fremont. David is currently the Supervising Plans Examiner on behalf of 4LEAF at Palo Alto and has also reviewed some of 4LEAF's other large complex residential and commercial projects.

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### Select Project Experience

#### 4LEAF, Inc.

#### *Contract Supervising Plans Examiner*

#### **2016 - Present**

David is currently the Senior Supervising Plans Examiner for the City of Palo Alto on behalf of 4LEAF where he manages a team of five plans examiners and front counter personnel and helps manage the work load and work flow of the plan review division including management of consultant work load.

#### City of Fremont

#### *Chief Building Official*

#### **2015 - 2016**

David served as the Chief Building Official for the City of Fremont where he was responsible for managing a Building Department with approximately 12 Building Inspectors, 6 Plans Examiners, and several front counter staff. Fremont, with approximately 200,000 residents, is one of the larger cities with a number of large commercial and residential developments. David routinely met with owners, designers, and contractors to help expedite projects and provide excellent customer service.

#### City of Gilroy

#### *Chief Building Official/Plan Check Engineer*

#### **2007 - 2015**

David served as the Chief Building Official and previously as a Plan Check Engineer for the City of Gilroy for approximately 8 years. David was responsible for the administration and enforcement of the Building and Safety Division.

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# Madhavi Latha

## Plans Examiner

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### Experience

14+ years

### Education

Osmania University  
Bachelors of Science, Civil  
Engineering 1999-2003  
Master of Technology  
Structural Engineer 2003-2005

### Certifications

ICC Building Plans Examiner

### Knowledge of Codes:

California Residential Code  
California Building Code  
California Mechanical Code  
California Plumbing Code  
California Fire Code  
California Electrical Code  
California Energy Code  
California Green Building Standards

### Experience Summary

Madhavi has more than 14 years of experience in plans examination providing expertise in the California Building Code. She is also experienced with the customer service aspects of municipal building department counters and possess a working knowledge to examine plans and specifications for Residential and Commercial projects to ensure compliance with California Residential, Building, Mechanical, Plumbing, Electrical, Energy Codes and Green Building Standards, regulations & ordinances.

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### Select Professional Experience

#### **4LEAF, Inc. - City of Palo Alto**

##### *Plans Examiner*

##### **2014 - Present**

For more than five years Madhavi has worked as a plans examiner for the City of Palo Alto on behalf of 4LEAF. Madhavi works on-site with the plan review division where she reviews non-structural residential and light commercial plans for conformance to the California Building Code. In addition, Madhavi also assists at the Permit Counter and performs over-the-counter plan review when applicable.

#### **CSG Consultants - City of San Mateo**

##### *Plan Review Examiner*

##### **2005- 2014**

Madhavi worked for CSG Consultants on a variety of plans from clientele throughout the Peninsula for nearly 10 years. Madhavi reviewed plans and specifications for residential and commercial to ensure compliance with the current building code cycle which included 2004, 2007, 2010, and 2013 California Building Codes. Madhavi became proficient in reviewing building, mechanical, plumbing, electrical, energy, and green building standards. In addition, she learned many of the different municipal ordinances.

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# Peter Oliver, CASp

## Plans Examiner/Certified Access Specialist

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### Experience

15+ Years

### Education

New Jersey Institute of Technology  
B.S. Architecture

### Certifications

Certified Access Specialist  
(CASp) #818  
ICC CA Building Plans Examiner

### Experience Summary

Peter has more than 15 years of industry experience following the completion of various residential, commercial, industrial, and institutional projects with specific attention to design, plan review, and management. Peter has reviewed plans for compliance with all requirements of California and Federal ADA building codes. Peter's residential specialties include extreme fire hazard (WUI) zone fire-resistance requirements, swimming pools, and duplexes with multi-family units. Peter's non-residential specialties include Life Safety Plan Review. Peter has worked on design projects including pharmacy layout and renovation, retail health center installations, and ADA accessibility. His projects have involved renovation using schematic design through design development, construction documents, and permit response.

Peter is comfortable answering questions relating to the permit review process, as well as being an instructive and educational role in the intent, letter and enforcement of the latest building codes and their applicability. Peter is experienced in OSHPD 3 review for medical clinics compliance with California Building Code requirements. Peter has worked on projects for general practitioners, sports medicine clinics, and dialysis clinics.

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### Select Professional Experience

#### 4LEAF, Inc.

##### *Plans Examiner*

Peter is currently a Building Plans Examiner with contracting jurisdictions throughout California. He is responsible for life safety, accessibility, fire, and OSHPD plan Review. Peter has worked on hundreds of projects with 4LEAF including:

- Wynn Casino Hotel Resort, Everett, MA
- Google CBRE
- Enumclaw High School, WA
- Press Apartments, Sacramento, CA
- Adventist Health Campus, Roseville, CA
- Sagora Senior Living Facility, Rocklin, CA
- The Park at Modesto, Assisted Living Facility, Modesto, CA

# QUALIFICATIONS TO PROVIDE

Inspection, Plan Review, and Code  
Enforcement Services  
to the  
City of Belmont

## Appendix

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### Code Enforcement Resumes

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# Pedro “Pete” Roque

## Director of Code Enforcement

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### Experience

17+ years

### Education

B.S., Management & Human Resources  
Minor in Organizational Leadership  
California State University Dominguez

A.A., General Education  
Long Beach City College

### Certifications

EPA Lead Renovation, Repair, & Painting  
Environmental Protection Agency (EPA)

National Storm Water Inspector  
National Stormwater Center

Certified Code Enforcement Officer  
CA Association of Code Enforcement

PC 832  
Rio Hondo College

### Experience Summary

Pete is a Code Enforcement expert with PC 832 and Advanced Certificates. He brings with him over 17 years of experience in Code Enforcement and has served in the capacities of Code Enforcement Administrator, Code Enforcement Manager, and Community Development Inspector II for multiple California public agencies.

With a demonstrated history of working in the government administration industry, Pete is skilled in Government, Emergency Management, Law Enforcement, Disaster Response, and Plan Review. He is a strong Business Development professional with a Bachelor of Science focused in Business Administration. Pete is proficient in conflict resolution and has a wealth of knowledge in the subjects of permit regulations, City codes, housing investigations, citation issuance, and lien appeals. Pete is also skilled in working with others to achieve compliance while maintaining a safe working environment.

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### Select Professional Experience

#### 4LEAF, Inc.

#### Director of Code Enforcement

#### 2021 - Present

Pete recently joined 4LEAF as the Director of Code Enforcement where he receives and documents complaints from citizens regarding jurisdictional ordinance violations. Additional responsibilities include:

- Indicating procedures to abate violations of fire, building, business license, zoning, housing, dangerous building and property maintenance codes, and ordinances regulating abandoned vehicles, trash, and weeds.
- Supervising the preparation of Code Enforcement cases for legal action; provides testimony for administrative hearings, City Council or Planning Commission hearings, and court proceedings.
- Responding to complex or sensitive complaints/inquiries
- Conducting inspections, developing recommendations, and taking enforcement actions as needed.
- Supervising enforcement personnel.

#### City of Garden Grove – City of Garden Grove, CA

#### Code Enforcement Administrator

#### July 2018 - 2021

- Supervised Senior and Junior Code Compliance Personnel as well as Administrative Staff.
- Prepared staff evaluations and performance measures.

- Acted in the capacity of Grant Coordinator of Proposition 56 Tobacco Grant Program.
- Prepared criminal prosecutions and receivership.
- Created and implemented divisional policies and procedures.
- Public Speaking and Training Facilitator for Building, Safety, and Law Enforcement personnel.
- Performed community outreach to multiple agencies and community groups.
- Prepared and presented City Council and other commission hearings/presentations.
- Oversaw cost recovery and neighborhood preservation programs.

**City of Montebello – Montebello, CA**

**Code Enforcement Manager**

**May 2014 - July 2018**

- Supervised Senior and Junior Code Compliance Personnel.
- Formulated and implemented municipal code text amendments and ordinances.
- Evaluated staff performance and created professional development plans.
- Prepared and presented staff reports for City Administrator and City Council.
- Prepared criminal prosecutions for nuisance properties.
- Prepare outstanding problem properties for receivership process.
- Created and implemented departmental policies and procedures.
- Provided public speaking and training to Community Development Department.
- Spearheaded community outreach programs for seniors, community events, and schools.
- Prepared City Council and various commissions hearings and presentations.
- Created and implemented Cost Recovery and Neighborhood Preservation Programs.
- Program Coordinator and Administrator for the Community Development Block Grant (CDBG).

**City of Bellflower – Bellflower, CA**

**Community Development Inspector II / Lead Code Enforcement Inspector**

**June 2005 - May 2014**

- Created and Implemented Cost Recovery and Neighborhood Preservation Programs.
- Program Coordinator and Administrator for the Community Development Block Grant (CDBG).
- Created and administered Administrative Citation Program.

**Driving and Training Instructor – Long Beach, CA**

**Driving Instructor / Drivers Education Trainer / Traffic School Instructor**

**May 2005 - February 2020**

- Taught the rules of the road and safety to traffic violators and new drivers.
- Taught behind the wheel training for seniors and teenage drivers.
- Certified Department of Motor Vehicles (DMV) trainer.

**United States NAVY – San Diego CA**

**Gas Turbine Systems Engineer - Petty Officer Third Class**

**August 1996 - August 1999**

- Contributed to the repair and maintenance of gas turbine electrical systems.
- Certified Gas Turbine Systems Electrician.
- Supervised Naval Engineering Room.
- Supervised staff of 15 enlisted service members.
- Honorably Discharged.

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# Sean Flanagan

## Senior Code Enforcement Officer

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### Experience

18+ years

### Education

Bachelor of Arts, Political  
Science/Government  
University of California, Davis

Certificate of Completion, Fire Science and  
Emergency Preparedness  
University of California, Davis

### Certifications

(CACEO) California Code Enforcement  
Officers Association  
Advanced Code Enforcement Officer  
PC 832 Certified

### Experience Summary

Sean is a Senior Code Enforcement Officer with PC 832 and Advanced Certificates. He brings over 10 years of experience in Code Enforcement and has also served in the capacities of Associate Planner, Assistant Planner, and Project Manager for numerous public agencies throughout California.

Sean is proficient in conflict resolution and has a wealth of knowledge in the subjects of permit regulations, City codes, housing investigations, citation issuance, and lien appeals. Sean is also skilled in working with others to achieve compliance while maintaining a safe working environment.

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## Select Professional Experience

### 4LEAF, Inc.

#### Code Enforcement Officer

##### 2021 - Present

Sean recently joined 4LEAF as a Code Enforcement Officer and receives and documents complaints from citizens regarding safety, health, building, business license and other City ordinance violations.

Additional services includes:

- Indicating procedures to abate violations of fire, building, business license, zoning, housing, dangerous building and property maintenance codes, and ordinances regulating abandoned vehicles, trash, and weeds.
- Conducting field investigations to determine if violations have occurred and checking to see that violations have been corrected.
- Assisting with preparation of court cases.
- Performing field inspections of single and multi-family residential, and commercial buildings and installation during rough to finished stages of construction, remodeling, and repair.
- Inspecting foundation, excavation, concrete, framing, plastering, plumbing, heating, air conditioning and electrical installations.
- Coordinating with City departments and outside agencies in the resolution of complaints.

### City of San Jose, CA

#### Code Enforcement Officer II

Sean performed comprehensive code enforcement services that included property maintenance issues, hoarding, elder welfare, illegal occupancies, inoperable vehicles, trash accumulation, graffiti, and other blight conditions. Sean's duties also included enforcement actions associated with dangerous structures, unpermitted construction sites, and the mediation of neighbor disputes. While in the office, Sean

responded to municipal and zoning code questions, created notices and warning letters, and issued administrative citations when needed.

**City of East Palo Alto, CA**

**Code Enforcement Officer II**

As a Code Enforcement Officer II, Sean worked to address several code violations including hoarding, campers illegally placed on residential properties, homeless encampments, and the investigation and abatement of dangerous buildings, weeds, debris, garbage, trash, and vehicles. He also answered municipal and zoning questions at the front counter, created notices and warning letters, and mentored and trained two full-time Code Enforcement Officers to help staff vacant City positions.

**City of Campbell, CA**

**Code Enforcement Officer II**

Sean reviewed and investigated over 300 code enforcement cases for unpermitted construction, illegal storage of inoperable vehicles, illegal accessory units and garage conversions, illegal home occupation businesses, and extreme property maintenance issues. He issued notices to inform property owners of violations on their properties, and if voluntary compliance was not achieved, he moved forward with the citation process.

**City of Pacifica, CA**

**Code Enforcement Officer II**

In addition to Sean's typical duties performing high level code enforcement work, Sean addressed complaints received from the California Coastal Commission regarding their regulations of the coastal zone. He also established cooperative working relationships with City staff and residents of the community/general public.

**County of Mendocino, CA**

**Code Enforcement Officer**

Sean enforced health and safety codes and performed investigative abatement and enforcement work within the guidelines of State, local codes, and ordinances. He inspected and investigated conditions related to improper maintenance of land and structures, including residential, commercial, and industrial sites. He also worked on marijuana and meth lab abatements in addition to several vehicle abatement programs.

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# Gus Guerrero

## Code Enforcement / Project Inspector

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### Experience

10+ Years

### Education

Las Positas College, Livermore CA  
Granada High School, Livermore CA

### Professional Affiliations

CACEO  
ICC

### Certifications

ICC Testing December 2018

### Experience Summary

Gus is an experienced inspector with more than ten years of construction industry experience in the trades. Gus has been mentored by the 4LEAF Project Inspection team on some key projects where he has been a major contributor to our Senior Inspection Leads. Gus is best known for his professional acumen, customer service skills, and exceptional plan reading skills. He also takes direction extremely well.

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### Select Professional Experience

#### 4LEAF, Inc.

#### *As-needed Project Inspector/Code Enforcement Officer*

#### **2016 - Present**

Gus is currently an as-needed Project Inspector and Code Enforcement Inspector on behalf of 4LEAF. Gus is an excellent plan reader and has phenomenal customer service skills to help problem solve while in the field. Gus has worked for a number of different clients. Most recently, Gus has been working in the Town of Los Gatos as well as assisting on two different projects for San Mateo County's Project Development Unit including the Skylonda Fire Station #58 and Animal Shelter. Gus is also providing code enforcement support at the City of Hollister.

#### 4LEAF, Inc.

#### *Project Inspector at Apple Campus 2*

#### **2016 - 2018**

Gus is currently a Project Inspector on behalf of 4LEAF at the Apple Campus 2. Gus is one of the last remaining inspectors on a team that consisted of 23 inspectors at its height. Gus is currently performing punch-list inspections for the closeout of this historic project. The construction spans nearly 180 acres and approximately 4 million Sq. Ft. of construction. The campus will include a 2.8 Million Sq. Ft. Main Building with subterranean parking, Corporate Fitness Center, Corporate Auditorium, two above grade Parking Structures, Central Utility Plant, and 600,000 Sq. Ft. of Research and Development Buildings.

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# Pamela Miller

## Residential Building Inspector / Code Enforcement Officer

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### Experience

45+ years

### Education

Santa Rosa JC

### Certifications

ICC Certified Residential Building Inspector

ICC Certified Residential Electrical Inspector

CSLB General Contractor

### Experience Summary

Pamela is an ICC Certified Residential Building Inspector with over 45 years of experience in the construction industry as a General Contractor for nearly 40 years, and worked as a union carpenter for nearly 10 years. She provides excellent customer service delivery to all of her contacts and works with a “partnership” approach to achieve a win-win result whenever possible. Pamela has been affiliated with several building associations, serving as President, Vice President, and as Chairperson on their Education Committees.

**Aspirations to become combination certified by the end of summer 2019.**

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### Select Professional Experience

#### 4LEAF, Inc.

#### *Residential Building Inspector*

#### 2017 - Current

Pamela performed quality residential inspections at the City of San Pablo on behalf of 4LEAF. She was also instrumental in working with the Residential Health & Safety program. Pamela is currently assigned as the Code Enforcement Officer/Building Inspector for the Town of Corte Madera. She was influential in helping to implement new procedures for the code enforcement program.

#### Alchemy Construction

#### *General Contractor*

#### 1987 - 2016

Pamela is responsible for the management and administration of the day to day operations. She oversees the quality control aspect of the business and ensures that projects are completed on time and on budget. Pamela is experienced at providing project management and is also the lead person for investigations related to construction defects.

#### Local #35, San Rafael, CA

#### *Union Carpenter*

#### 1980 – 1988

Pamela worked as a union carpenter where she performed general carpentry work and also installed acoustical ceilings and sound walls. She also worked in high rise buildings, shopping centers, office buildings, and banks.

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# Tina Chechourka

## Code Enforcement Officer / Construction Inspector

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### Experience

30+ years

### Education

Pacific Union College, Angwin, CA

- Criminal Justice

Solano Community College

- Criminal Justice

### Certifications

PC832

### Experience Summary

Tina is an experienced Public Works Inspector and Code Enforcement Officer. Tina has spent the past five years working as a Public Works Inspector after being recruited away from the Code Enforcement Department. Prior to her career in Public Works, Tina spent 28 years in Code Enforcement and Police Department Administration with the Cities of Vallejo and Napa.

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### Select Professional Experience

#### 4LEAF, Inc.

#### *Construction Inspector*

#### *2016 – Present*

Tina worked on behalf of 4LEAF as a Construction Inspector for a position in Cotati, CA. This project a capital improvement project where she inspected the curb and gutter and overlay of the paving. This included the landscaping and was inspected per the current California Building Code and Caltrans specifications.

#### City of Napa

#### *Construction Inspector*

#### *2014 – 2016*

Tina's responsibilities with the City of Napa included, conducting on-site inspections, review and interpret construction plans and specifications, ensure compliance with applicable codes and regulations, maintain records and reports of approved plans and encroachment permits, inspect work quality and materials used in a variety of capital improvement projects and private development. Tina ensured construction projects maintained a high level of safety for the public, including appropriate use of barricades, signs, flaggers, stripping, lighting, trenching, trench shoring and equipment be properly maintained. Tina reviewed and assisted implementation of traffic control plans, photo documented projects and maintained files in the local computer system.

**City of Napa**

***Construction Inspector Assistant***

***2011-2014***

Under the direction of a Construction Inspector, Tina inspected quality of work and materials used on construction projects, conducted on-site inspections, maintained records and reports, issued encroachment permits, and reviewed traffic control. Tina worked closely with all utility companies to ensure city standards were adhered to.

**Code Enforcement Officer**

***City of Napa***

***2008-2011***

For more than three years, Tina worked as a Code Enforcement Officer with the City of Napa where she was responsible for investigation of complaints of the City's municipal code. Tina routinely conducted in field investigations to verify violations, gain evident, and/or issue compliance or violation notices. Tina also maintained accurate records of inspections made and prepared diligent reports for review or action by other agencies (City Attorney's Office, etc.) and provided direction to other personnel.

**Code Enforcement Officer**

***City of Vallejo***

***2005-2008***

Tina investigated reported complaints of municipal code violations, building code violations, zoning and planning ordinance violations, prepared reports for public hearings, Planning Commission, City Council and local law enforcement. Tina maintained records of inspections and corrective actions required, and photographed and maintained supporting evidence in active cases.

**Police Assistant**

***City of Vallejo***

***1983-2005***

Tina performed investigations, traffic accident investigations, 290PC case management, crime scene investigations, worthless document investigations, fingerprint comparison, missing persons, community base Policing, Tina's additional responsibilities included, Crime Prevention Officer and Front Desk.

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# Tim Nakashima

## Contract Building Inspector / Code Enforcement Officer

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### Experience

20+ years in the construction industry

### Education

Oasis High school, Gilroy CA

### Certifications

ICC-Residential Building Inspector  
ICC-Commercial Building Inspector  
ICC Mechanical Inspector (Pending)  
ICC-Fire Inspector I

### Experience Summary

Tim is ICC certified as a Residential Building Inspector, Commercial Building Inspector, and Fire Inspector I. Tim is a hard-working team player with extensive hands on construction experience in addition to his skills as a construction supervisor. Tim is dependable and driven to succeed. He provides excellent customer service delivery to all of his contacts and works with a “partnership” approach to achieve a win-win result whenever possible.

---

### Select Professional Experience

#### 4LEAF, Inc.

#### Contract Code Enforcement Officer / Contract Building Inspector

2017 – Present

(6 months)

Tim is currently a contract building inspector and code enforcement officer with 4LEAF. He has excelled in both roles working in the cities of San Mateo, Fremont, Brentwood, Hollister, and San Benito County. Tim has performed inspections on residential and commercial construction projects. He has excellent code ability and provides quality customer service delivery with all of his contacts.

#### Redline Remodeler’s Inc. Tracy, CA

#### CEO

2014 – 2016

(3 Years)

Tim is responsible for performing the day to day operations for Redline, a construction company licensed as General Building, and Flooring Specialty Contractor. He is experienced in all phases of construction work, and is proficient in reading and interpretation of construction plans. Tim has worked with numerous Building Departments through the course of his work assignments and has become familiar with the public-sector process. Tim is skilled at assisting homeowners with their design concepts, and works proactively to deliver a quality finished product. He has a strong work ethic and performs all of his duties with a commitment to professionalism and excellent customer service delivery.

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# Doug Martin, CASp

## Code Enforcement Officer / Inspector

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### Experience

44+ years

### Education

A.S., Building Inspection  
Building & Housing Inspection Certificate  
Chabot College

### Certifications

ICC, Certified Access Specialist  
ICC, Combination Inspection  
ICC, Building Inspector  
ICC, Electrical Inspector  
ICC, Mechanical Inspector  
ICC, Plumbing Inspector  
POST PC 832  
CA Code Enforcement Officer  
Advanced Code Enforcement Officer  
NCS, First Aid  
CPR and AED  
UBC & JA Journeyman Carpenter

### Memberships

International Code Council  
CA Assoc. of Code Enforcement Officers  
CASp Institute

### Experience Summary

Doug is an ICC Certified Building Inspector and Certified Access Specialist with more than 44 years of related industry experience. Adept in his field, Doug has over 25 years of experience working for a public municipality and 4LEAF is pleased that he found his place in the industry with us.

Doug has performed countless field inspections and is adept in handling issues and violations when on a project. With experience also in project coordination and team management, Doug's abilities are wide-ranging and valuable. Having worked in many Building Division positions, he can offer a unique skillset to clients who require an array of knowledge and experience. Doug is an adaptable employee and is an asset to any team, project, and jurisdiction he is assigned.

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## Select Work Experience

### 4LEAF, Inc.

#### Combination Building Inspector

##### 2021 - Present

Doug performs quality field inspections and CASp services on behalf of 4LEAF in several Bay Area jurisdictions on an as-needed basis. He provides a helpful approach with all his contacts and has performed inspections and CASp reviews on projects including new construction, tenant improvements, remodels, and repairs.

### City of Livermore – Livermore, CA

#### Senior Building Inspector

##### 1996 - 2021

Throughout his 25 years with the City of Livermore, Doug was promoted through the ranks of the Building Department. His breakdown of responsibilities included the following:

- 2010 - 2021: Inspection and Neighborhood Preservation Manager.  
Managed all building inspection and code enforcement staff.
- 2004 - 2010: Senior Building Inspector.  
Supervised a team of inspectors, code enforcement officers, and clerks. Doug assigned work and cases, investigated high-profile code enforcement cases, and wrote performance evaluations.

- 2002 - 2004: Building Inspector III.  
Doug assumed the lead position and complex commercial inspections and began taking on code enforcement cases and building complaints including illegal structures and work performed without permits.
- 1998 - 2002: Building Inspector II.  
Conducted a range of commercial inspections.
- 1996 - 1998: Building Inspector I.  
In his first role with the City, Doug began as a Building Inspector I where he performed combination and residential inspections.

**McBail Homes**

**Framing Foreman**

**1988 - 1996**

**Various Construction Firms**

**Journeyman Carpenter**

**1984 - 1988**

**Yaeger and Kirk Lumber & Hardware**

**Lumber & Hardware Salesman**

**1981 - 1984**

**US Army**

**Airborne Infantryman**

**1977 - 1981**

Reached Sergeant rank and was honorable discharged.



## STAFF REPORT

<b>Agency:</b>	City of Belmont – City Council
<b>Staff Contact:</b>	Carlos de Melo, Community Development Director, (650) 595-7440 <a href="mailto:cdemelo@belmont.gov">cdemelo@belmont.gov</a> Dara Sanders, Good City Company (GCC) Consultants, <a href="mailto:dsanders@goodcityco.com">dsanders@goodcityco.com</a>
<b>Agenda Title:</b>	General Plan Amendment & Conceptual Development Plan (CDP) Amendment – 401 Island Parkway (APN 040-360-260)
<b>Agenda Action(s):</b>	General Plan Amendment (GPA) Resolution and Conceptual Development Plan (CDP) Amendment Ordinance (1 <sup>st</sup> Reading)

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### **Recommendation**

- 1) Consider Planning Commission recommendations.
- 2) Conduct Public Hearing.
- 3) Adopt a resolution amending Belmont's General Plan Land Use Diagram (i.e., Figure 2-4 of the Belmont General Plan) to change the land use designation for the property located at 401 Island Parkway (APN 040-360-260) from Office Commercial (COM-O) to Regional Commercial (COM-R)
- 4) Introduce an ordinance amending the Conceptual Development Plan (CDP) for 401 Island Parkway to allow research and development laboratory, life sciences, and related light industrial uses subject to several limitations, subject to conditions of approval. (First Reading of Ordinance)

### **Strategic Focus Area**

Economic Development and Housing

### **Background**

The project site (401 Island Parkway) is part of a larger Planned Development area that includes office buildings, the Farallon residential neighborhood, the Hyatt House (hotel), Belmont Sports Complex, additional open space, and other infrastructure improvements. 301 and 501 Island Parkway also sit within the same office park area. The overall Planned Development area was developed in phases over the past four decades, as noted below.

- **1984:** The City of Belmont entered into a Development Agreement with KG Land California. The City also approved several entitlements, creating the framework for the larger Planned Development area and approving the first development phase. The first phase, which included the Farallon residential area, was constructed in the following years. Future stages of the development, including the subject properties, were required to obtain a Conceptual Development Plan (CDP) and other approvals before construction.
- **1998-1999:** Oracle applied to the City to develop office buildings on the subject property to accommodate an expansion of the company. The City reviewed and approved several development entitlements, including an Owner Participation Agreement and Development Agreement (DA), Conceptual Development Plan (CDP), and Detailed Development Plan (DDP) that allowed the development of office buildings at 301, 401, and 501 Island Parkway. The DA also includes establishing mandatory "public benefits," including the Belmont Sports Complex, bike bridge, public parking areas and other open space and infrastructure improvements. It is important to note that 301

and 401 Island Parkway are in Belmont, while 501 Parkway is in Redwood City. Therefore, the CDP only included 501 Island Parkway for site planning purposes, and the final approval of 501 Island Parkway required City of Redwood City approval. The property owner constructed the office buildings and public improvements in the years following the approval.

- **2021:** Oracle sold the properties to Biomed Realty. Biomed Realty submitted a General Plan Amendment and Conceptual Development Plan amendment to allow Research and Development/Life Science related uses at 401 Island Parkway. Biomed Realty also commenced minor interior and exterior renovations for the building site in a manner consistent with the original Conceptual Development Plan. The applicant has not requested a change in use to 301 Island Parkway. Therefore, a General Plan and CDP amendment are not required for that building.

At their July 19, 2022 meeting, the Planning Commission conducted a public hearing and considered the applicant’s request. One member of the public spoke in favor of the request due to job creation, and one member of the public voiced concern via email that introducing the Regional Commercial land use designation to the area would create a traffic issue. After considering public testimony and the information provided by staff and the applicant team, the Planning Commission voted unanimously to recommend the City Council approve the General Plan Land Use Diagram amendment and Conceptual Development Plan amendment as proposed.

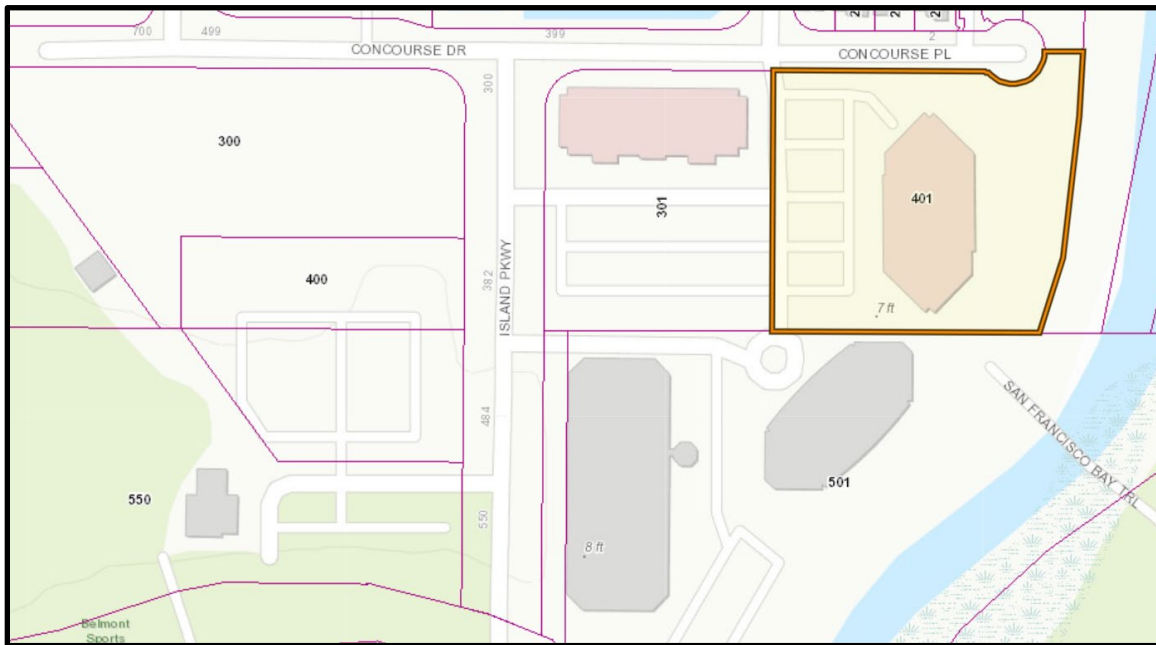
The property is located within the San Carlos Airport Land Use Compatibility (ALUC) Plan “Area B”. The ALUC Plan requires Airport Land Use Commission review of General Plan or Zoning Code amendments in this area. Prior to the Commission’s consideration, the Airport Land Use Subcommittee considered the request on July 28, 2022, and recommended the Commission approve the request. The Airport Land Use Commission is scheduled to consider the Subcommittee’s recommendation on September 15<sup>th</sup>. Staff will update the City Council of the Commission’s action.

### **Project Setting**

The subject property, 401 Island Parkway, is set back from Island Parkway, between Marine Parkway and Concourse Place. The property sits on different parcels but is within the same office park area as 301 Island Parkway and 501 Parkway (Redwood City). These office buildings were initially approved at the same time and have historically shared parking facilities.

The Belmont Slough borders the property to the east, and the Belmont Sports Complex is located across the street to the west. 300-400 Island Parkway are also across the street and are currently vacant and used as parking lots. The southern property line borders the City of Redwood City (501 Island is in Redwood City). The Farallon residential neighborhood, Hyatt House (hotel), office buildings (500-600 Clipper Drive), and vacant land are located north of the subject property and within the same Planned Development.

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## Project Description

The applicant is proposing that the City of Belmont (1) amend its General Plan map for the site from Commercial Office (COM-O) to Regional Commercial (COM-R) and (2) amend the Conceptual Development Plan to allow future tenants to use the building for research and development laboratory, life sciences, and related light industrial uses. The applicant also proposes restrictions on the type of research and development laboratory, life sciences, and related light industrial uses to ensure compatibility with the existing Planned Development area and County, State, and Federal Law.

The applicant is not proposing changes to the property besides minor interior and exterior building and site improvements previously approved under a ministerial permit. Therefore, the existing buildings will remain in place, and no additional square footage is proposed. The parking lots, and other onsite amenities, would also continue to function in the same manner.

## Discussion

The type of business that can operate on a property is regulated by the General Plan designation, zoning district, and applicable county, state, and federal law. The General Plan provides "higher-level" land-use direction, while the zoning district provides detailed development and site build-out standards. In this case, the property is designated for "Commercial" uses in the General Plan and is zoned "Planned Development".

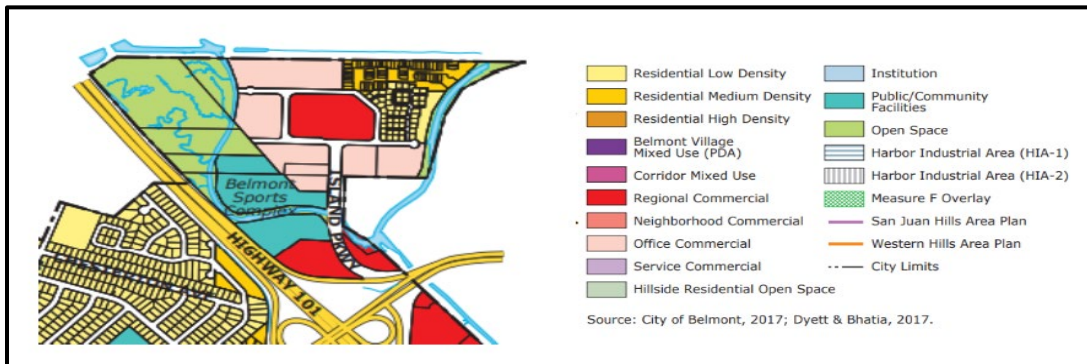
When a property is within a "Planned Development" district, site-specific regulations are contained within the accompanying "Conceptual Development Plan (CDP)". The CDP includes standards (height, setbacks, allowed land use) in the same way the zoning code provides standards for properties in other districts (R1A, E1, NC, etc.). Additional details about Planned Development Districts and the CDP can be found in the section below.

In the late 90s, when Oracle originally planned buildings for this site, they proposed professional office space consistent with their business practices. Therefore, the General Plan and CDP allowed professional

office space. The General Plan designation remained the same during the comprehensive 2017 General Plan update. Consequently, the proposed research and development laboratory, life sciences, and related light industrial uses proposed by the current applicant require General Plan and CDP amendments.

### General Plan Amendment

As shown in the map below (page 2-16 of Belmont General Plan), the General Plan designates the larger Planned Development area surrounding 401 Island Parkway for various land uses, including regional commercial, office commercial, low to high-density residential, and open space.



The subject site, 401 Island Parkway, is currently designated for "Office Commercial" uses. The General Plan describes "Office Commercial" as follows:

**Office Commercial (FAR 1.5).** The Office Commercial land use designation provides for professional office, executive office, and other office uses. The maximum FAR for Office Commercial is 1.5.

The applicant requests that the City amend the General Plan map and designate the site for Regional Commercial land-uses. Regional-Commercial uses are currently allowed on other parcels in the immediate vicinity (Hyatt House site) and other areas of Belmont. The General Plan describes "Regional Commercial" as follows:

**Regional Commercial (FAR 1.8):** The Regional Commercial land use designation allows for community-serving retail and services; visitor- and retail-serving auto-oriented commercial services, 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. The maximum FAR for Regional Commercial is 1.8. More than one zoning district may apply to areas within the Regional Commercial designation, to ensure that auto-oriented uses are appropriately situated among the community-serving retail and services in the area.

It is important to note that the General Plan sets the maximum allowances within a district. Therefore, the zoning district, and in this case the Conceptual Development Plan, can further refine the allowed uses and restrict building size and densities (for non-housing uses).

### General Plan Amendment Evaluation

The General Plan amendment process is regulated through Belmont Zoning Code (Section 16) and

Government Code Section 65350. Section 16 also outlines the Planning Commission and City Council role in the amendment process, as well as the public hearing process. Section 16 is attached to this report for reference. The Planning Commission reviews General Plan Amendment requests and makes a recommendation to the City Council. The City Council reviews and considers the adoption of the General Plan Amendment as outlined in Section 16:

- 1) The Council may approve, disapprove or modify the recommendation of the Planning Commission, if any. Substantial modifications of the proposed adoption or amendment must first be referred back to the Commission.
- 2) The Council may adopt or amend the General Plan only by resolution adopted by an affirmative vote of a majority of its total membership.
- 3) The Council may amend all or part of the General Plan if it deems it to be in the public interest.
- 4) The City Council may adopt changes to mandatory elements in the General Plan only four times per calendar year, except as provided in Government Code Section 65358.

### **Conceptual Development Plan (CDP) Amendment**

Section 12 of the Belmont Zoning Codes outlines the requirements for a Planned Development (PD) District. The ordinance states that when PD Districts are established by the City Council and they must be accompanied by a Conceptual Development Permit. This section also details the typical components of a CDP.

In 1999, the City of Belmont approved the current CDP for this site by adoption of Ordinance No. 935. The full CDP (Exhibits “A” and “B” to Ordinance No. 935) is included in the DA which is attached to this staff report. As is the case with all CDPs, the approval included site development standards (height, maximum floor area, etc.). The CDP also refers to the types of businesses (office) that can operate onsite. Given the applicant is proposing no changes to development or site standards, the following section details the proposed land-use changes.

The subject CDP does not have a section that specifically defines allowed land-uses. However, it does refer to "office" buildings throughout the approved document. Therefore, research and development laboratory, life sciences, and related light industrial uses are not currently allowed onsite, and a CDP amendment is required.

### **The applicant requests that the City amend the CDP to include the following language:**

*The permitted office uses within the two (2) approved 87,756 square foot buildings (401 and 501 Island Parkway) include the previously approved office uses, as well as the following research and development laboratory, life sciences, and related light industrial uses, provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6<sup>th</sup> Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health. All references to office buildings and office uses in the Detailed Development Plan, Use Permit, and Design*

*Review Approval adopted by the Planning Commission in Resolution 1999-1 (the "Oracle DDP") shall be deemed also to refer to research and development laboratory, life sciences, and related light industrial uses in those two (2) approved buildings such that the Oracle DDP remains consistent with the CDP as amended by this ordinance.*

### Conceptual Development Plan Amendment Evaluation Criteria

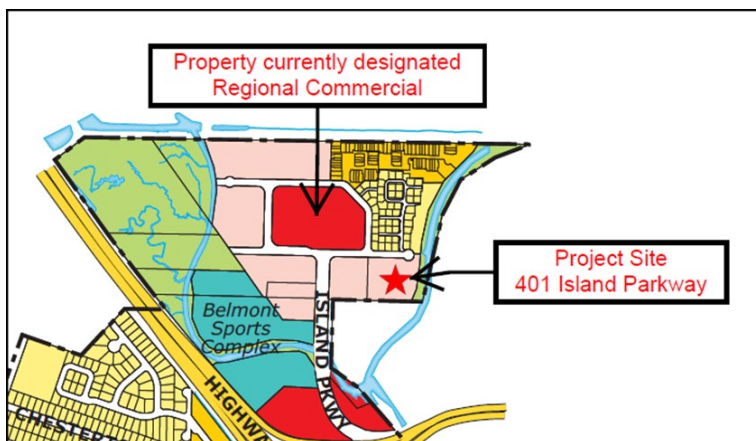
The Belmont Zoning Code states that changes in a Conceptual Development Plan shall be considered Zoning Ordinance changes and made in accordance with Zoning Code, Section 16. Section 16 lays out the process for the Planning Commission and City Council making changes to a CDP. As is the case with the General Plan Amendment, the Planning Commission makes a recommendation to the City Council. To approve the CDP amendment, the City Council must find that the amendment is consistent with the City's General Plan.

### **General Plan Amendment and Conceptual Development Plan Amendment Analysis**

The subject amendment requests are relatively minor and are exclusively focused on land-use allowances, rather than development standards. Therefore, the appearance of the buildings and site layout will remain unchanged. Nonetheless, staff did consider a number of factors related to these amendments, including the following:

#### **Land-Use Compatibility**

Staff was generally interested in the type of businesses that would operate in these buildings and whether they would be compatible with the surrounding park, open space, residential, office and hotel related uses. The General Plan allows "Regional Commercial" land-uses within the Planned Development (across the street) and other areas of Belmont. The City of Redwood City also allows similar research and development uses in nearby areas of Redwood Shores. However, the subject site only allows standard office space as initially proposed by Oracle.



It is important to note that research and development laboratories, life sciences, and related light industrial uses are heavily regulated at the county, state, and federal levels. County, state and federal rules apply to all sites in the City and cannot be changed by the local government. These rules pertain to the type of materials that can be located and handled onsite.

Additionally, this request is limited to amending the Planned Unit Development (PD) regulations for 401 Island Parkway. Expanding life sciences to other properties within the PD will require City Council

approval. Other areas in Belmont with the Regional Commercial land use designation will likely require City Council approval to allow for life science uses through future discretionary actions or through future zoning text amendments.

As noted in the attached memo prepared by the applicant, the applicant is also proposing further restrictions on the type of Life-Science uses to ensure public safety and compatibility with the surrounding existing and planned land uses as follows:

*"Bio-safety agents are rated in a joint publication of the Centers for Disease Control and the National Institutes of Health entitled "Biosafety in Microbiological and Biomedical Laboratories. This publication establishes Biosafety Levels (BSLs) 1 through 4 to identify the safe handling and containment of biological agents. BSL 1 addresses well-characterized agents, which are addressed with standard microbiological practices. BSL 2 addresses biological agents that pose moderate hazardous to personal and the environment, which are addressed with standard physical barriers including self-closing doors. BSLs 3 and 4 address biological agents that present serious risks of injury or death, which require substantial personal protective equipment (PPE) and more protective physical barriers such as two consecutive self-closing doors. The proposed CDP amendment would allow only those life science uses that employ BSLs 1 or 2, and would not permit uses that employ BSLs 3 and 4."*

Finally, when the City Council adopted the General Plan updated (2017), research and development uses were allowed in the area (see map above). The associated EIR found that there would be no significant impacts from having research and development and other regional commercial uses in the area. This conclusion was primarily based upon the extensive restrictions imposed by existing federal, state, and county regulations and Belmont General Plan policies. Given the heavy regulation at the county, state and federal levels, the further restrictions proposed by the applicant and the previous EIR findings, staff finds that the proposed land uses are compatible with the surrounding area.

**Parking:** The original CDP lays out site-specific parking regulations. Those regulations, including the number of parking spaces, will remain unchanged. Currently, the City of Belmont requires the same amount of parking spaces for office uses as research and development uses. However, in a recent survey of nearby cities, city staff and the consultant team found that research and development buildings typically require less parking. Fewer parking spaces are required because large portions of these buildings are dedicated to lab space (usually 20-50%) rather than the entire building being dedicated to employee seating. In other words, there are fewer people in research and development buildings than in standard office buildings of the same size, as many employees split time between the lab and their cubicles.

**Site Circulation:** Given there are no proposed changes to the buildings, site circulation will operate in the same manner as when the buildings were previously occupied. Given the lower intensity of research and development uses, there may be fewer daily automobile trips than contemplated during the original development.

**Public Improvement and Amenities:** The public improvements, including the publicly accessible parking adjacent to the Belmont Sports Center, remain in effect.

#### General Plan Goal and Policy Support

Several General Plan goals policies support the proposed General Plan and CDP amendments, including:

**Policy 2.6-1.** *Promote the El Camino Real corridor, Carlmont Village, the area East of US 101, the Harbor Industrial Area, and Davis Drive as focus areas for economic growth. See also Policies in Section 2.4, Economic Opportunity.*

The Regional Commercial land-use designation and proposed CDP amendment will allow the existing buildings to be used for life science related uses. While Oracle and other technology companies were steadily expanding when the building was originally constructed, many have since moved a portion of their operations out of state. However, there is an increasing interest in the life science field within the Peninsula. The use of the subject buildings for life science resources will allow the City to accommodate expanding economic growth in this field, in the area east of 101.

**Policy 2.13-2.** *Promote compatibility of adjacent land uses along the interface of different residential density and non-residential intensity categories, such as where the Harbor Industrial Area borders Belmont Village and the Homeview neighborhood. Special attention should be given to buffering and transitional methods.*

The County, State and Federal government heavily regulate life science related uses for health and safety purposes. In addition, the applicant has proposed additional restrictions limiting the type of life science uses that would be able to operate in these buildings to ensure compatibility with the surrounding land uses and neighborhoods. Finally, the General Plan found that regional commercial uses (including life science uses) were appropriate in this general area. The proposed General Plan amendment and CDP Amendments will therefore be compatible with the surrounding land uses.

**Policy 2.16-1** *Require new development located in the San Carlos Airport Influence Area (AIA) to comply with applicable land use compatibility provisions of the San Carlos Airport Land Use Compatibility Plan (ALUCP) through review and approval of a site development plan, or other development permit. Unless otherwise approved by the City Council in accordance with the provisions of Public Utilities Code Section 21675.1(d), development proposals must be consistent or conditionally consistent with applicable land use compatibility policies with respect to noise, safety, airspace protection, and overflight notification, as contained in the San Carlos ALUCP. Additionally, development proposals must meet FAA requirements with respect to building height as well as the provision of obstruction lighting when appurtenances are permitted to penetrate the transitional surface (a 7:1 slope from the runway primary surface).*

The Airport Land Use Subcommittee considered the request on July 28, 2022, and recommended the Commission approve the request. The Commission is scheduled to consider the Subcommittee's recommendation on September 15<sup>th</sup>. Staff will update the City Council of the Commission's action.

**Policy 2.18-3** *Establish and maintain a consistent database of long-range economic data factors and update trend forecasts on an ongoing basis, to enable city policies and strategies to be proactive and timed to market changes.*

The City has been tracking the increased demand for life science related office space within the City of Belmont and San Mateo County. Based on pending and expected applications in Belmont and nearby cities, it is evident that there is currently an increased demand for life science related tenant space, and a decreasing demand for general professional office space. The proposed General Plan and CDP amendments will allow the city to respond to and benefit from changing market conditions. Furthermore, the General Plan and CDP allow future tenants to also use the building for professional office space in case the market changes in subsequent years.

*Policy 2.22-1 Promote regional and visitor-serving commercial development and employment opportunities in the focus area East of US 101.*

The proposed General Plan and CDP amendments will increase the amount of regional commercial development and employment opportunities East of the 101.

## **Environmental Review**

Staff finds that the Project qualifies for the Class 1 categorical exemption for existing facilities (CEQA Guideline 15301). This category applies to "the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use." It includes "Interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances" and "Restoration or rehabilitation of deteriorated or damaged structures, facilities, or mechanical equipment to meet current standards of public health and safety." The key consideration is whether the project involves negligible or no expansion of use.

The Project is consistent with this categorical exemption for the following reasons:

- The physical modifications consist of (a) ADA upgrades to the restrooms to meet current code requirements; (b) replacing and/or upgrading aged HVAC systems; and (c) upgrading an aged elevator system. All development standards, including the size and height of the building, will remain the same. The limited scope of these improvements to the building required for the change in use from a technology office to a life sciences research and development office supports the assertion that this is a negligible change in use and is not an expansion of use.
- The Project includes a General Plan Amendment (GPA) from "Office Commercial" to "Regional Commercial" and a Conceptual Development Plan (CDP) amendment to add life science uses to the permitted office uses. The proposed CDP amendment will limit uses to office and life science uses. Therefore, it will still be the case that commercial uses, including regional retail, will not be permitted, as described in the applicant's proposal dated June 29, 2022 (attached). In addition, the Project does not propose any expansion of the existing office uses, and the Project will not result in an increase in traffic to the site based as a result of these requested amendments.
- Life science uses typically consist of approximately 20- 50% lab use of a building, with the remaining area dedicated to employee seating (offices, cubicles, etc.) and common area (hallways, elevators, lobbies, etc.). The Life Science lab component may involve more regulated hazardous materials than the technology office uses contemplated for the property in 1984.

However, County, state and federal regulations impose extensive restrictions on and regulations of the use, handling, and disposal of such substances to prevent and mitigate accidental spills within a controlled lab space. These restrictions and regulations vary based on the life sciences activities (pharmaceutical, medical devices, biotechnology, etc.) and are administered through established permitting, performance evaluation, and inspection processes. Requirements include laboratory personnel training and licensing; laboratory licensing and registration; submittal and approval of laboratory business and safety plans; regular reporting of inventory and materials storage practices on the property; State and local permit approval of construction, ventilation cabinets, and equipment specifications for lab spaces; and preparation and approval of waste management plans and permits.

Furthermore, the proposed CDP amendment would prohibit the more dangerous hazardous materials, as detailed in this staff report and attached CDP amendment. The applicant also submitted a memorandum (attached) that outlines the type of Life Science uses that could locate within the buildings. As noted in the memo, *"bio-safety agents are rated in a joint publication of the Centers for Disease Control and the National Institutes of Health entitled "Biosafety in Microbiological and Biomedical Laboratories." This publication establishes Biosafety Levels (BSLs) 1 through 4 to identify safe handling and containment of biological agents. BSL 1 addresses well-characterized agents, which are addressed with standard microbiological practices. BSL 2 addresses biological agents that pose moderate hazardous to personal and the environment, which are addressed with standard physical barriers including self-closing doors. BSLs 3 and 4 address biological agents that present serious risks of injury or death, which require substantial personal protective equipment (PPE) and more protective physical barriers such as two consecutive self-closing doors. The proposed CDP amendment would allow only those life science uses that employ BSLs 1 or 2, and would not permit uses that employ BSLs 3 and 4."*

- The proposed change in use from software development to research and development will be limited to the interior of the existing building and does not constitute an expansion of use. Any proposed life science or general office uses beyond the existing building or subject property will require future discretionary action by the Planning Commission and City Council.

With the above criteria and restrictions in mind, staff finds that the project would not have a significant effect on the environment due to the addition of this land use, the project involves no expansion of use, and is exempt from further environmental review per CEQA Guideline 15301.

### **Next Steps**

City Council consideration of the General Plan Land Use Diagram amendment Resolution and Conceptual Development Plan Amendment (2<sup>nd</sup> Reading of Ordinance) pending Council direction at the 9/13/22 Public Hearing.

### **Alternative**

1. Provide feedback as appropriate on the proposed General Plan Amendment and CDP Amendments to staff.

### **Attachments**

1. Planning Commission Resolution recommending City Council approval of the General Plan Land Use Diagram amendment
2. Planning Commission Resolution recommending City Council approval of the Conceptual Development Plan amendment
3. General Plan Amendment Resolution
4. Conceptual Development Plan Amendment Ordinance (1<sup>st</sup> Reading)
5. Applicant's Project Description
6. Approved Development Agreement, Conceptual Development Plan, and Detailed Development Plan

### **Fiscal Impact**

- No Impact/Not Applicable
- Funding Source Confirmed:

**Source:**

- Council
- Staff
- Citizen Initiated
- Other

**Purpose:**

- Statutory/Contractual Requirement
- Council Vision/Priority
- Discretionary Action
- Plan Implementation

**Public Outreach:**

- Posting of Agenda
- Other\*\*

\*\* E-Notification of agendas, 300-foot property owner radius mailout for notification of 9/13/22 City Council Public Hearing.

**RESOLUTION NO. 2022-27**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THE CITY COUNCIL AMEND THE GENERAL PLAN LAND USE DESIGNATION FOR THE PROPERTY LOCATED AT 401 ISLAND PARKWAY (APN 040-360-270)**

WHEREAS, in 1984, the City of Belmont entered into a Development Agreement with KG Land California, approved the Planned Development (PD) zoning and approved several other entitlements related to the subject parcel and surrounding Planned Development area; and,

WHEREAS, in 1998 and 1999, the City approved a Conceptual Development Plan (CDP), Detailed Development Plan (DDP) and several related entitlements to allow Oracle to develop professional offices at 301 Island Parkway, 401 Island Parkway (originally shown as Lot #1 in the CDP) and 501 Island Parkway (Redwood City) to accommodate their expansion; and,

WHEREAS, in 2017, the City of Belmont adopted a comprehensive General Plan update that maintained the Office Commercial (COM-O) General Plan designation of the project site, consistent with the Planned Development and Conceptual Development Plan; and,

WHEREAS, in August 2021, Oracle sold the subject property to the current applicant, Biomed Realty, a real estate company who typically leases space to life science companies; and,

WHEREAS, the applicant requests that the City change the General Plan Land Use Map Designation for 401 Island Parkway (APN 040-360-270) from Office Commercial (COM-O) to Regional Commercial (COM-R); and,

WHEREAS, the requested General Plan Land Use Designation is consistent with other parcels within the same Planned Development area, other areas in Belmont and nearby areas of Redwood City, and is compatible with nearby land-uses; and,

WHEREAS, on July 19, 2022, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the project, and recommends the City Council amend the General Plan Land Use Designation to facilitate a consistent general plan designation/zoning for the future intended use of the subject property at 401 Island Parkway.

NOW, THEREFORE, the Planning Commission of the City of Belmont resolves as follows:

**SECTION 1. FINDINGS**

The Planning Commission finds that changing the General Plan Land Use Designation of 401 Island Parkway is in the public interest and achieves the goals and objectives of the City.

**SECTION 2. GENERAL PLAN LAND USE DESIGNATION AMENDED**

The Planning Commission recommends the City Council amend the General Plan Land Use Designation of the Property located at 401 Island Parkway, (APN 040-360-270), and shown on the Land Use Map Section incorporated into this Resolution as Exhibit A, from COM-O – Office Commercial to COM-R – Regional Commercial. The General Plan Land Use Map is amended to reflect the change in designation adopted in this Section.

\* \* \*

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on July 19, 2022 by the following vote:

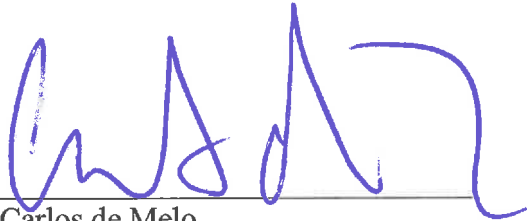
AYES,  
COMMISSIONERS: Latimerlo, Kulich, Meier, Kramer

NOES,  
COMMISSIONERS: None

ABSENT,  
COMMISSIONERS: Enriquez, Majeski, Kelley

ABSTAIN,  
COMMISSIONERS: None

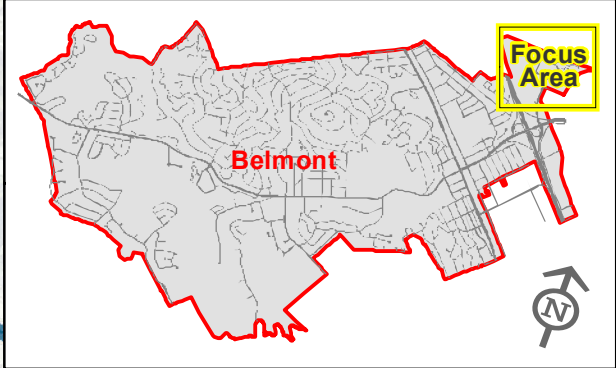
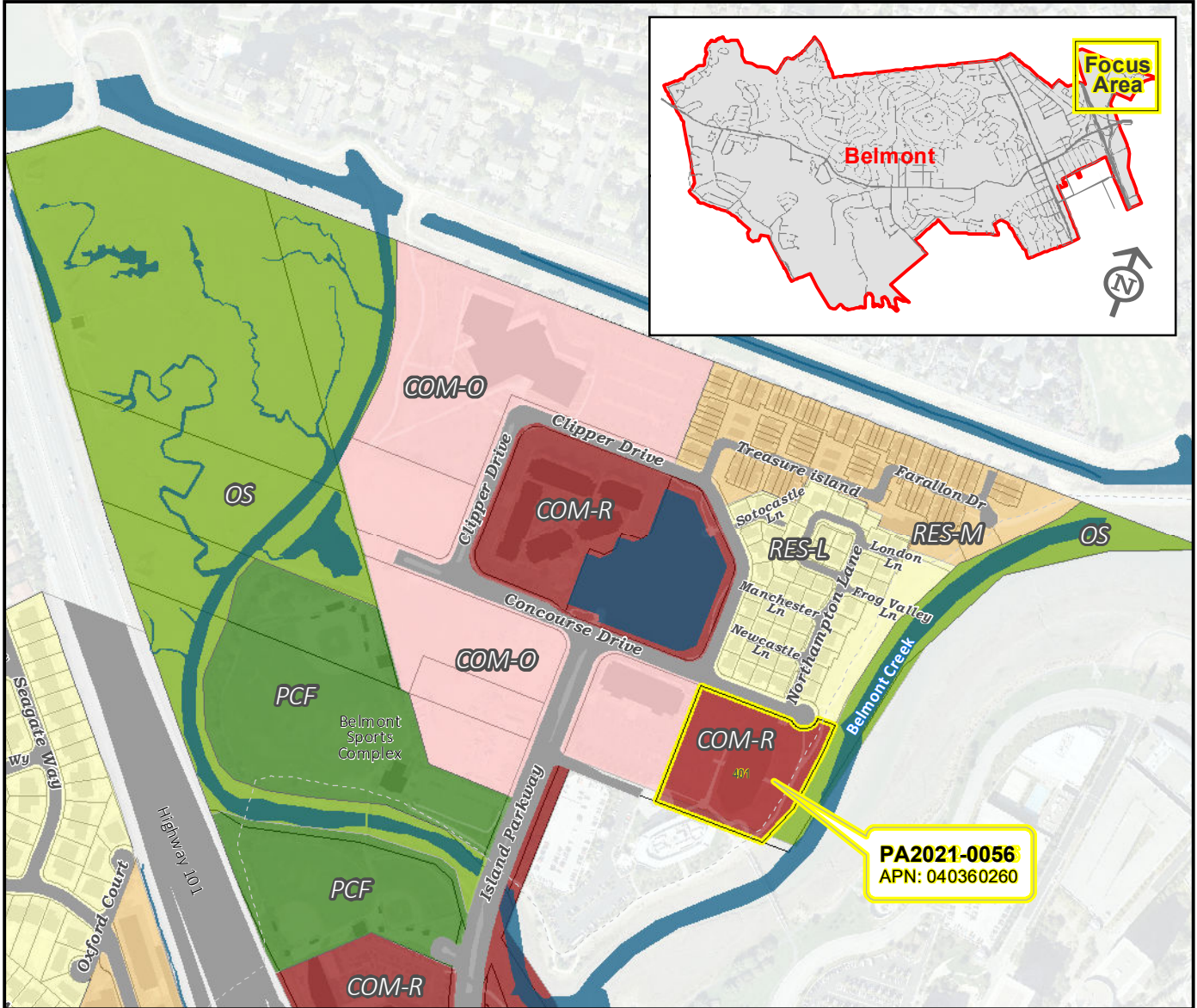
RECUSED,  
COMMISSIONERS: None



Carlos de Melo  
Planning Commission Secretary

# PA2021-0056 General Plan Land Use Map (Section) Amendment

Incorporated as Attachment No. \_\_\_\_  
And Made a Part of Resolution No. 2022-\_\_



## GENERAL PLAN LAND USE CLASSIFICATIONS:

### Residential

- Residential Low Density (RES-L)
- Residential Medium Density (RES-M)
- Residential High Density (RES-H)
- Hillside Residential Open Space (HROS)

### Institution/Public

- Institution (IN)
- Public Facility (PF)
- Park/Plaza (PP)
- Open Space (OS)
- Public/Community Facilities (PCF)

### Commercial

- Office Commercial (COM-O)
- Neighborhood Commercial (COM-N)
- Service Commercial (COM-S)
- Regional Commercial (COM-R)
- Corridor Mixed Use (CMU)

### HWY/HIA

- Harbor Industrial Area-1 (HIA-1)
- Harbor Industrial Area-2 (HIA-2)
- HWY 101 (HWY)

### Belmont Village Planning Area

- Belmont Village Planning Area
- Village Corridor Mixed Use (VCMU)
- Village Core (VC)
- Village Station Core (VCS)
- Village High Density Residential (VHDR)
- Public Facility (PF)
- Park/Plaza (PP)

### Other Layers

- San Juan Hills Area Plan
- Western Hills Area Plan
- Belmont Village Planning Area

Scale = 1:5,500 0 1.5 3 Miles

**RESOLUTION NO. 2022-28**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THE CITY COUNCIL AMEND THE CONCEPTUAL DEVELOPMENT PLAN TO ALLOW RESEARCH AND DEVELOPMENT LABORATORY, LIFE SCIENCES, AND RELATED LIGHT INDUSTRIAL USES SUBJECT TO SEVERAL LIMITATIONS FOR ISLAND PARK LOT #1 (APN 040-360-270)**

WHEREAS, in 1984, the City of Belmont entered into a Development Agreement with KG Land California, approved the Planned Development (PD) zoning and approved several other entitlements related to the subject parcel and surrounding Planned Development area; and,

WHEREAS, in 1998 and 1999, the City approved a Conceptual Development Plan (CDP), Detailed Development Plan (DDP) and several related entitlements to allow Oracle to develop professional offices at 301 Island Parkway, 401 Island Parkway (subject property, originally shown as "Lot #1" in the CDP) and 501 Island Parkway (Redwood City) to accommodate their expansion; and,

WHEREAS, in 2017, the City of Belmont adopted a comprehensive General Plan update that maintained the Office Commercial (COM-O) General Plan designation of the project site, consistent with the Planned Development and Conceptual Development Plan; and,

WHEREAS, in August 2021, Oracle sold the subject property to the current applicant, Biomed Realty, a real estate company who typically leases space to life science companies; and,

WHEREAS, the applicant requests that the City amend the Conceptual Development Plan (CDP) to allow for the existing building to be used for research and development laboratories, life sciences, and related light industrial uses with several limitations, including prohibition of certain hazardous substances and biological agents; and,

WHEREAS, the applicant has also requested that the City change the General Plan Land Use Map Designation for 401 Island Parkway (APN 040-360-270) from Office Commercial (COM-O) to Regional Commercial (COM-R), a designation which allows the proposed land use; and,

WHEREAS, on July 19, 2022, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the project, and recommends the City Council amend Conceptual Development Plan (CDP) to allow for the intended use of the subject property at 401 Island Parkway.

NOW, THEREFORE, the Planning Commission of the City of Belmont resolves as follows:

## SECTION 1. LEGISLATIVE FINDINGS

The Planning Commission finds that the proposed Conceptual Development Plan (CDP) amendment for the subject property is consistent with the objectives of the City's Zoning Plan and General Plan and that the request is consistent with the associated General Plan amendment.

The Planning Commission further finds that the proposed use can be justified economically at the proposed location, to provide for adequate facilities of the type proposed.

CONCEPTUAL DEVELOPMENT PLAN, ZONING AND GENERAL PLAN CONSISTENCY  
The objectives of the City's zoning regulations are stated in Section 1.1 of the Zoning Code:

*Section 1.1 Purpose—The following regulations for the zoning of the land within the City are hereby adopted to promote and protect the public health, safety, peace, comfort, convenience and general welfare, and to provide a precise guide for the physical development of the City.*

In determining the appropriateness of the requested Conceptual Development Plan (CDP) Amendment, the central issue is consistency with the General Plan. To determine that consistency, applicable goals and policies of the Belmont General Plan must be considered in light of this proposal. The Planning Commission must determine that such goals and objectives are achieved by the proposed CDP Amendment for the subject Planned Development (PD) zoned property.

### General Plan Goal and Policy Support

Several General Plan goals policies support the proposed General Plan and CDP amendments, including:

***Policy 2.6-1. Promote the El Camino Real corridor, Carlmont Village, the area East of US 101, the Harbor Industrial Area, and Davis Drive as focus areas for economic growth. See also Policies in Section 2.4, Economic Opportunity.***

The Regional Commercial land-use designation and proposed CDP amendment will allow the existing buildings to be used for life science related uses. While Oracle and other technology companies were steadily expanding when the building was originally constructed, many have since moved a portion of their operations out of state. However, there is an increasing interest in the life science field within the Peninsula. The use of the subject buildings for life science resources will allow the City to accommodate expanding economic growth in this field, in the area east of 101.

***Policy 2.13-2. Promote compatibility of adjacent land uses along the interface of different residential density and non-residential intensity categories, such as where the Harbor Industrial Area borders Belmont Village and the Homeview neighborhood. Special attention should be given to buffering and transitional methods.***

The County, State and Federal government heavily regulate life science related uses for health and safety purposes. In addition, the applicant has proposed additional restrictions limiting the type of life science uses that would be able to operate in these buildings to ensure compatibility with the surrounding land uses and neighborhoods. Finally, the General Plan found that regional

commercial uses (including life science uses) were appropriate in this general area. The proposed General Plan amendment and CDP Amendments will therefore be compatible with the surrounding land uses.

***Policy 2.16-1** Require new development located in the San Carlos Airport Influence Area (AIA) to comply with applicable land use compatibility provisions of the San Carlos Airport Land Use Compatibility Plan (ALUCP) through review and approval of a site development plan, or other development permit. Unless otherwise approved by the City Council in accordance with the provisions of Public Utilities Code Section 21675.1(d), development proposals must be consistent or conditionally consistent with applicable land use compatibility policies with respect to noise, safety, airspace protection, and overflight notification, as contained in the San Carlos ALUCP. Additionally, development proposals must meet FAA requirements with respect to building height as well as the provision of obstruction lighting when appurtenances are permitted to penetrate the transitional surface (a 7:1 slope from the runway primary surface).*

City staff and the consultant team have started the San Carlos ALUCP review. The Airport Land Use Commission will review and adopt a statement of consistency before final City Council review and approval of the General Plan and CDP amendment requests. Based on the review of the San Carlos ALUCP, and preliminary conversations with County staff, the proposed amendments are minor, consistent with the San Carlos ALUCP, and consistent with other land uses within the same area.

***Policy 2.18-3** Establish and maintain a consistent database of long-range economic data factors and update trend forecasts on an ongoing basis, to enable city policies and strategies to be proactive and timed to market changes.*

The City has been tracking the increased demand for life science related office space within the City of Belmont and San Mateo County. Based on pending and expected applications in Belmont and nearby cities, it is evident that there is currently an increased demand for life science related tenant space, and a decreasing demand for general professional office space. The proposed General Plan and CDP amendments will allow the city to respond to and benefit from changing market conditions. Furthermore, the General Plan and CDP allow future tenants to also use the building for professional office space in case the market changes in subsequent years.

***Policy 2.22-1** Promote regional and visitor-serving commercial development and employment opportunities in the focus area East of US 101.*

The proposed General Plan and CDP amendments will increase the amount of regional commercial development and employment opportunities East of the 101.

Based on the above discussion, a specific finding can be made that the proposed Conceptual Development Plan (CDP) Amendment for the Planned Development (PD) zoned property achieves the goals and objectives of the City's Zoning Plan and General Plan for the City.

The Planning Commission, after consideration of all testimony and reports, thereby determines that Belmont Zoning Ordinance Section 12.3.B (1-5) – Conceptual Development Plan (CDP)

Findings - to amend the CDP for the Planned Development (PD) zoned property are made in the affirmative for the following reasons:

### **PLANNED DEVELOPMENT**

1. *That the total development in each individual unit therein can exist as an independent unit capable of creating an environment of sustained desirability and stability or that adequate assurance will be provided that such objective will be attained; that the uses proposed will not be detrimental to the present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts.*

The proposed development can remain an independent project because it is a self-contained commercial complex. It will not disturb neighboring uses since the project will be conditioned through performance standards. The proposed development will maintain a commercial presence within the Island Parkway area, and be compatible with existing residential and commercial uses within the area.

The conditions of approval for the project as recommended by the various City departments demonstrate that the project is capable of sustainability. Infrastructure is in place to serve the site. The proposed occupancy of the site/building would remain commercial-serving which is consistent with the previous use of the site and the planning and zoning designations for the site.

Therefore, the total development can exist as an independent unit capable of creating an environment of sustained desirability, and that the uses proposed will not be detrimental to the present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts. This finding is affirmed.

2. *That the streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic and the density will not generate traffic in such amounts as to overload the street network outside the PD District.*

The subject property is adjacent to Island Parkway, and Concourse/Clipper Drives. The occupancy of the existing vacant commercial building with a commercial office/R&D/Life Sciences & Light Industrial use is not anticipated to result in any significant traffic impacts, or contribute to significant cumulative traffic impacts in the area. This finding is affirmed.

3. *That any proposed commercial development can be justified economically at the locations proposed, to provide for adequate commercial facilities of the types proposed.*

Commercial office/R&D/Life Sciences & Light Industrial use/occupancy for the site and building is appropriate for the location and consistent with adjacent (and in close proximity) commercial development within this Island Parkway mixed-use area of the City. This finding is affirmed.

4. *That the economic impact created by the PD District can be absorbed by the City (police and fire service, water supply, sewage disposal, etc.).*

The proposed commercial/R&D/Life Sciences & Light Industrial occupancy for the site and building will not significantly increase the City's costs in providing services to the project site. Re-use of the site and building would improve conditions with respect to police and fire as the site would be brought up to current Uniform Building and Fire Codes which also address safety. Lighting would be updated for the site, and water, sewer and garbage collection infrastructure already exist for the property; as such, services are currently provided for the property. The project has been reviewed by all appropriate departments to ensure that all service levels can be maintained to protect the public health, safety and welfare. This finding is affirmed.

5. *That the proposed off-street parking is in substantial conformance with the provisions of Section 8 of this Ordinance, that where an applicant's proposed off-street parking is less than that set forth by the standards of Section 8 of this Ordinance, circumstances are such that it would be a practical difficulty or create a physical hardship on the applicant for him to conform to the standards of Section 8.*

The proposed commercial office/R&D/Life Sciences & Light Industrial occupancy for the subject site and building will maintain existing at-grade parking and an adjacent parking structure for the property. The number of spaces provided appears to be adequate for the site. Re-use of the building and the parking provided for the intended use is anticipated to be sufficient for demand. This finding is affirmed.

## SECTION 2. CONCEPTUAL DEVELOPMENT PLAN AMENDED.

The Planning Commission recommends the City Council amend the Conceptual Development Plan to correct typographical errors, update the original lot numbers with property addresses, and to specify a permitted use for Island Park Lot #1 consistent with Exhibit "A" entitled "Island Park Conceptual Development Plan Amendment" to include the following:

*The permitted office uses within the two (2) approved 87,756 square foot buildings (401 and 501 Island Parkway) include the previously approved office uses, as well as the following: research and development laboratory, life sciences, and related light industrial uses, provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing a biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6th Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health. All references to office buildings and office uses in the Detailed Development Plan, Use Permit and Design Review Approval adopted by the Planning Commission in Resolution 1999-1 (the "Oracle DDP") shall be deemed also to refer to research and development laboratory, life sciences, and related light industrial uses in those two (2) approved buildings, such that the Oracle DDP remains consistent with the CDP as amended by this ordinance.*

SECTION 3. ASSOCIATED DOCUMENTS AMENDED

All other Conceptual Development Plan requirements, Detailed Development Plan requirements, and associated conditions of approval shall reflect Office and Life Sciences as permitted uses for Lot #1 or 401 Island Parkway.

SECTION 4. EFFECTIVE DATE.

The subject Ordinance shall take effect and will be enforced thirty (30) days after its adoption.

\* \* \*

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on July 19, 2022 by the following vote:

AYES,  
COMMISSIONERS: Latimerlo, Kulich, Meier, Kramer

NOES,  
COMMISSIONERS: None

ABSENT,  
COMMISSIONERS: Enriquez, Majeski, Kelley

ABSTAIN,  
COMMISSIONERS: None

RECUSED,  
COMMISSIONERS: None



Carlos de Melo  
Planning Commission Secretary

EXHIBIT A  
Island Park Conceptual Development Plan Amendment

PERFORMANCE STANDARDS – 401 Island Parkway (APN 040-360-260)  
PA2021-0056

1. The conceptual development plan is approved for a maximum of 410,000 square feet including lot B-104 in Redwood City. The project consists of two phases. Phase One is limited to 175,000 sq. ft. in two four-story buildings, one each on lot #1 (401 Island Parkway) and Lot B104 (501 Island Parkway), with two levels of decked parking over at-grade parking. Phase Two is limited to 235,000 sq. ft. in two buildings, one five-story and one six-story, to be located on Lots #3 (300 Island Parkway) and #4 (400 Island Parkway), plus a parking garage on Lot #5 (800 Clipper Drive).
2. These performance standards will become effective simultaneously with the effective date of a new Development Agreement between Oracle and the City of Belmont which supersedes the agreement dated November 26, 1996.
3. The permitted office uses within the two (2) approved 87,756 square foot buildings (401 and 501 Island Parkway) include the previously approved office uses, as well as the following: research and development laboratory, life sciences, and related light industrial uses, provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing a biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6th Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health. All references to office buildings and office uses in the Detailed Development Plan, Use Permit and Design Review Approval adopted by the Planning Commission in Resolution 1999-1 (the "Oracle DDP") shall be deemed also to refer to research and development laboratory, life sciences, and related light industrial uses in those two (2) approved buildings, such that the Oracle DDP remains consistent with the CDP as amended by this ordinance.
- ~~3.4.~~ Parking on Lots #3, #4, and #5 shall not be decreased from that shown on plans dated September 15, 1997 and parking on lots #1 and B104 shall be provided at a rate of 3 per 1000 sq. ft. of gross office space.
- ~~4.5.~~ A bicycle/pedestrian path shall be located adjacent to Belmont Slough and O'Neill Slough and a bicycle/pedestrian bridge shall be constructed over Belmont Slough, which would connect the project with the existing Oracle headquarters campus facilities in Redwood Shores to the east and to pedestrian pathways throughout Foster City, Belmont, and Redwood Shores. The location of the bridge shall be determined at the Detailed Development Plan stage. Any changes in location shall be subject to approval by the Planning Commission. The bridge shall be constructed by the time of completion of Phase II. If bridge construction will be completed

after construction of Phase II then a bond shall be provided guaranteeing bridge construction. Bay Trail links associated with Lot #1 and Lot B104 shall be constructed at the time of office building construction on those lots. Bay Trail links on parcels in Phase II shall be constructed with Phase II office buildings.

~~5-6.~~ Development shall be as generally shown on Exhibit 'B' for a four-building development, subject to approval of final building locations at the Detailed Development Plan stage.

~~6-7.~~ The Detailed Development Plan submitted for approval shall incorporate the following:

- a. The parking structures need additional architectural treatment and no conceptual design approval is granted. Design changes should include the use of a more highly-textured exterior treatment, incorporation of landscaping at upper levels of the garage, or other cosmetic features designed to make the garage appear more as an office building.
- b. The applicant shall investigate expanding the decked parking on lot B104 to allow some of the surface parking along and within the BCDC shoreline jurisdiction area and/or between buildings #3 and #4 to be eliminated and replaced with landscaping.
- c. A landscaped plaza, of a size to be determined by the Planning Commission, shall be incorporated into the project design and located between Buildings #3 and #4. The plaza shall have a connection to the BCDC trail and shall incorporate public art, seating areas, landscaping, a water feature or other focus of interest, and bollard-style evening lighting.
- d. A pedestrian link from the BCDC trail to the Sports Complex shall be provided under Island Parkway, adjacent to the Slough, if required by BCDC. A contribution toward park improvements shall be made in accordance with the Development Agreement.

~~7-8.~~ No building permit for Phase II office building construction shall be issued until contracts are let for ~~a)~~ 1) surface street improvements shown in the FEIR between the freeway and the entrance to Island Park as shown on the selected Direct Access Alternative, 2) the partial clover leaf conversion and widened northbound on-ramp, 3) the selected Direct Access alternative, 4) the Direct Access intersection with Marine Parkway, and 5) the north-bound Auxiliary Lanes for Highway 101. Prior to issuance of building permits for Phase I offices, four million dollars shall be deposited to an escrow or trust account, together with the City contribution of one million dollars, to assure funding for the direct access to Island Park.

~~8-9.~~ Direct access from Island Parkway to Marine Parkway/Ralston Avenue shall be consistent with Exhibit "B" attached (recessed north-bound on-ramp with island parkway bridged over). If Direct Access from Marine Parkway to Island Parkway is determined to be infeasible, due to CalTrans disapproval, then this conceptual development plan shall be null and void for Phase II office construction.

~~9-10.~~ Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the improvements listed herein shall not release the applicant from causing these mitigating traffic improvements to be constructed, prior to or simultaneously with Phase II office buildings.

~~10-11.~~ Provide a parking easement for use by park users over lots 3, 4, and 5.

- ~~11.~~12. Submit a parking management plan to indicate how Oracle will accommodate employee and park user parking. For example, parking could be managed by Oracle issuing "Oracle Parking Stickers" for employees. This would differentiate staff autos from public autos and allow Oracle to enforce the time limitations in the Development Agreement.
- ~~12.~~13. Submit a written statement with the detailed development plan indicating how each of the required mitigation measures has been incorporated into the project.
- ~~13.~~14. All submittals required with the Detailed Development Plan must be submitted prior to acceptance of a complete application.
- ~~14.~~15. Prior to the hearing on the Detailed Development Plan, erect on site, a temporary structure at ~~lest~~ least 6 feet in height incorporating the materials to be used on the exterior of the office building in the same proportion as they would be used on the finished structures.
- ~~15.~~16. Submit a specific construction phasing plan indicating the completion of such items as landscaping, pedestrian bridge, garage, decked parking, surface parking, and other site improvements; the limits of phased work, and the improvement areas to be completed with each building.
- ~~16.~~17. Construct 80 parking spaces in close vicinity to the City park on lots #3 and #4 for use by park users during construction on these lots.

EXHIBIT B  
LANE CONFIGURATION DETAIL

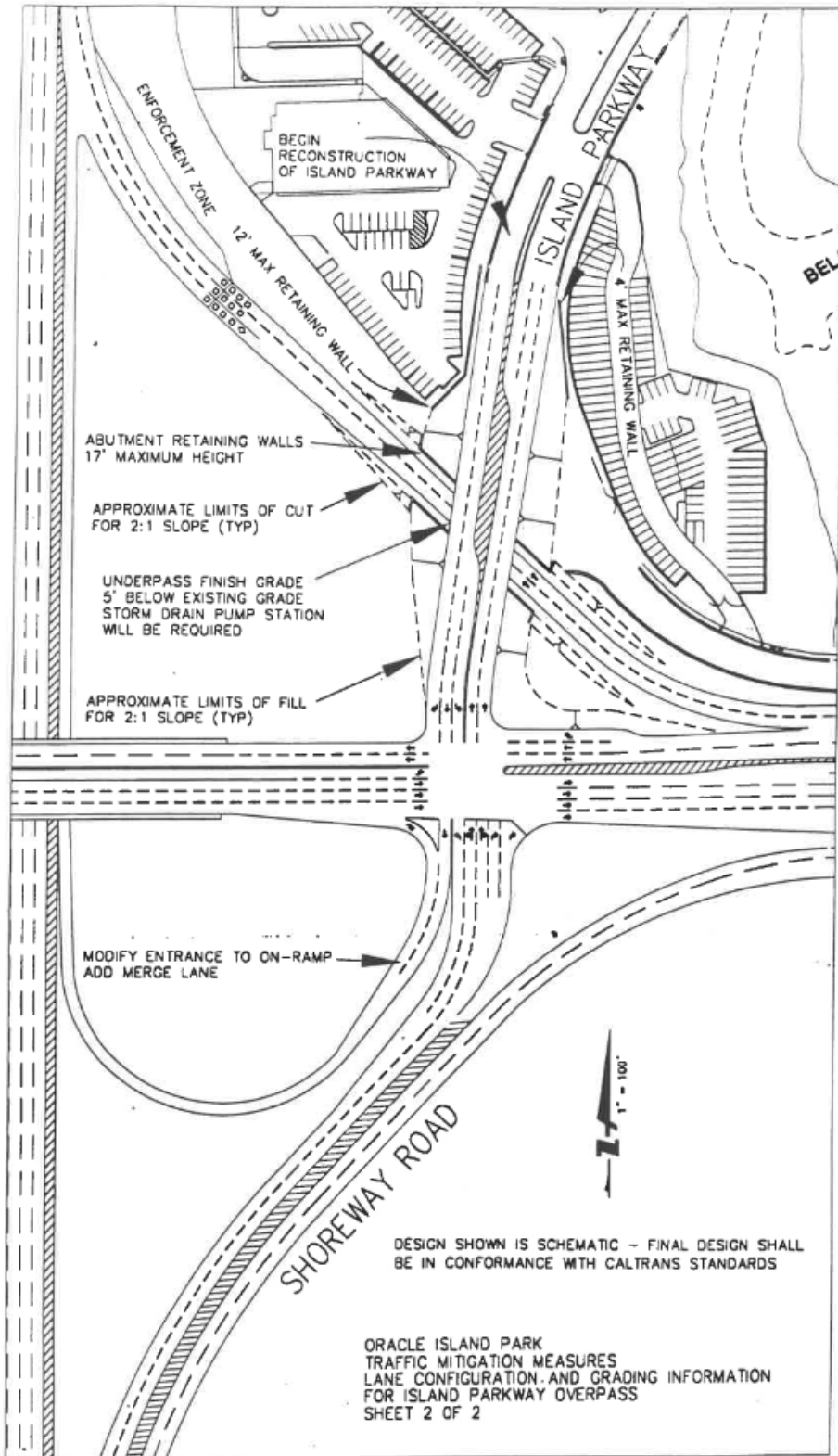


Exhibit "C"

RESOLUTION NO. 1 and 3  
Conditions of Project Approval  
Detailed Development Plan, Conditional Use Permit, Design Review and Grading Plan  
Oracle Island Park Office Expansion Project  
(Appl. Nos. 98-1122 and -1123)

- I. COMPLY WITH THE FOLLOWING CONDITIONS OF THE COMMUNITY DEVELOPMENT DEPARTMENT:
- A. ~~Site development shall conform to the detailed Development Plan prepared by Brian Kangas Foulk date stamped December 28, 1998. Necessary minor modifications to the approved plans may be made with the approval of the Director of Community Development. Future land uses, site development, and modifications shall conform to the amended Conceptual Development Plan and the Detailed Development Plan date stamped December 28, 1998, and all subsequent amendments, including those herein. Necessary minor modifications to the approved plans may be made with the approval of the Director of Community Development.~~
  - B. Prior to any construction, the applicant of a designated representative shall obtain all required building permits.
  - C. ~~The hours of grading and construction activity shall be governed by Ordinance No. 934, which limits construction activity to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday. No construction activity noise shall be permitted on Sunday or on holidays. All construction and related activities (not including grading) may only be conducted during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m., Saturdays. Grading may occur between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction activity (including grading) or related activities shall be allowed outside of the aforementioned hours or on Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. All gasoline powered construction equipment shall be equipped with an operating muffler or baffling system as originally provided by the manufacturer, and no modification to these systems is permitted~~
  - D. Stationary construction equipment such as generators and compressors shall be located as far as possible from existing homes. Construction specifications shall require that heavy equipment remain on the project site to avoid disruptive noise caused by daily hauling of equipment on and off site. Equipment shall be properly maintained with adequate muffling to achieve the lowest possible noise levels.
  - E. All large-truck construction traffic shall be along a route established by approval of the Building Official. Damage to any public roads resulting from construction

traffic to and from the project shall be repaired by the applicant as required by the Department of Public Works.

- F. City ordinance provides that Conditional Use Permit and Design Review approvals shall lapse and become null and void one year following the date on which they became effective, unless extended by the Planning Commission, or prior to expiration, a building permit is issued and construction is commenced and diligently pursued toward completion of the project.
- G. The pedestrian bridge shall be constructed by the time of completion of Phase Two or, if that is not possible, a bond shall be provided guaranteeing bridge construction. Bicycle/pedestrian path segments associated with Lot 1 ([401 Island Parkway](#)) and Lot B104 ([501 Island Parkway](#)) shall be constructed at the time of office building construction on those lots. Path segments on parcels in Phase Two shall be constructed with Phase Two buildings.
- H. If allowed by BCDC, the plaza, path and bridge, shall be lighted at night in order to ensure public safety.
- I. If the subsequent Redwood City approval results in only minor modifications, which do not materially affect the Commission's approval, the then Director of Planning may administratively approve the minor changes. The Commission will be informed of any requested changes from Redwood City prior to action by the Director of Planning. The Director may refer proposed changes to the Planning Commission if the changes may materially affect the Commission's decision.
- J. Prior to issuance of building permits, a revised lighting plan shall be submitted showing pole heights and locations, loading dock and security lighting, and all other exterior lighting for review and approval by the Planning Commission. Lighting standards shall be no higher than 25 feet.
- K. To ensure that mitigation measures are implemented, compliance with the adopted monitoring program is required
- L. No building permit for Phase Two office building construction shall be issued until compliance with the terms of the ~~DDA~~ DDP and Development Agreement has been obtained as it applies to transportation improvements. If the transportation improvements contemplated under the ~~DDA~~ DDP/DA cannot be implemented, then this development approval, as it applies to Phase Two, shall be null and void.
- M. Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the traffic improvements specified in the ~~DDA~~ DDP /DA shall not release the applicant from causing these mitigating traffic improvements be constructed, prior to or simultaneously with Phase Two office buildings.
- N. Prior to issuance of building permits, Sheet L1.0 shall be revised and submitted, with corrected landscaping area tabulations, and final landscaping plans showing more detail as to size and type of plantings, staking, irrigation, and other

landscaping information, for review and approval of the Planning Commission. Landscaping around the perimeter of the garage on Lot 5 (800 Clipper Drive) shall be augmented with random grouping of trees and shrubs to provide visual screening at varying building heights.

- O. Wall signs shown on Sheet A1.0 shall be submitted for design review prior to issuance of sign permits.
  - P. All grading shall conform to the City's Grading Ordinance.
  - Q. Occupancy prior to completion of all site improvements may only be allowed upon posting
  - R. of a bond in the amount of 100% of the materials and labor costs of unfinished work.
  - S. Occupancy of Phase One, Lot 1 (401 Island Parkway), buildings may not occur until completion of site improvements or bonding therefor has occurred for Lot 1 and Lot B104 (501 Island Parkway).
  - T. All fees due to cover City of Belmont permit processing costs up to and including Planning Commission approval shall be paid within 30 days of such approval. Amount due is \$56,967.59.
  - U. Prior to issuance of building permits, the final design for the larger parking garage shall be returned to the Planning Commission for review and approval.
- II. COMPLY WITH THE FOLLOWING CONDITIONS OF THE DEPARTMENT OF PUBLIC WORKS:
- A. Sanitary Sewer
    - 1. Report submitted on sewer line and pump station capacity is accepted. Based on report after pressure testing conducted on existing pumps and meters, if required, install new pump impeller.
    - 2. Relocate the existing 8" sewer main in Phase II to provide continued sewer service.
    - 3. Pay sewer connection charges as each phase is constructed.
  - B. Storm Drain
    - 1. ~~Report on storm drain lagoon capacity is acceptable. Annual~~ An annual report on lagoon operations and testing ~~to shall~~ be furnished to the City of Belmont.
    - 2. A storm water pollution prevention program for the project site shall be submitted to the Department of Public Works for review and approval for all phases of development. All required measures shall be implemented and maintained. The plan shall be submitted with the building plans for each phase of work.

C. Street Improvements

1. Existing streets, sidewalks, curb and gutters and street lights are proposed to remain unchanged. Any of the **required and existing** improvements damaged during the course of construction activities shall be removed and replaced.
2. Driveway approaches shall be constructed in accordance with City standards.
3. A new driveway entrance shall be constructed on Island Parkway, including reconstruction of the media island as shown on the conceptual plan. Improvement plans shall be submitted with each phase of building construction.
4. Modifications to the extension of Concourse Drive between the parking garage and Building One shall be made by the developer. Plans shall be submitted to the department of Public Works for review and approval.

D. Traffic Circulation

The traffic study provided in the project EIR addresses certain traffic mitigation measures. Agreements have been made to accomplish these traffic mitigation measures.

E. Flood Zone

The owner/applicant shall **proved provide** all measures to comply with the Special Flood Hazard Zone a designation of the site and submit for map revisions.

F. Soils and Geologic Report

Submit soils and geologic report prepared by a qualified geotechnical consultant retained by the applicant. The report shall identify all potential geologic hazards along with feasible mitigations. Foundation designs for the proposed buildings shall be included in the final report.

III. COMPLY WITH THE FOLLOWING CONDITIONS OF SOUTH COUNTY FIRE:

- A. The project shall be constructed in compliance with the requirements established jointly by South County Fire and the Redwood City Fire Department.
- B. Turning radius of a fire apparatus access road shall be approved by the chief. CFC, section 902.2.2.3

In a previous meeting with the architects, it was agreed that we would include the turning radius of the City of Redwood City due to the proximity of this project.

The City of Redwood City's turning radius is more restrictive than South County Fire Authority. Please refer to the attached sheet indicating the City of Redwood City's turning radius. A computer model simulation successful completion around the site is required.

- C. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface so as to provide an all-weather driving capabilities. CFC, section 902.2.2.2.

- D. ~~Read way(s)~~ Roadways shall be capable of supporting 61,000 pounds of weight and shall meet Highway Standard H-20 prior to beginning of construction.
- E. The location, number and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises or both to be protected as required and approved by the chief. UFC section 903.4.2.

Four hydrants are required based on the total required fire flow for this project. Location of hydrants, on sheet 1 of the site plan provided by Brian Kangus Foulk, are questionable. The hydrant on the north side is difficult to gain access.

South County Fire and the City of Redwood City shall dictate the location of all four hydrants.

The hydrants shall be Rich Corona, Jones or one of comparable quality with one 2 ½ inch and two 4 ½ inch outlets with national standards threads. The hydrants shall be on site and operational prior to the beginning of construction.

- F. Indicate on next submittal any locations of fire department connections in order that both cities can evaluate the location and accessibility.

~~G. Indicate clearly all entrances to the building.~~

~~H. Underground fire service shall be on one line and not connected to the domestic service.~~

~~I. A condition of approval for this project is that the plan checking fees paid to South County Fire. Failure to pay this fee will result in the project not being finalized.~~

**RESOLUTION NO. 2022-\_\_\_\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AMENDING THE GENERAL PLAN LAND USE DESIGNATION FOR THE PROPERTY LOCATED AT 401 ISLAND PARKWAY (APN 040-360-270)**

---

WHEREAS, in 1984, the City of Belmont entered into a Development Agreement with KG Land California, approved the Planned Development (PD) zoning and approved several other entitlements related to the subject parcel and surrounding Planned Development area; and,

WHEREAS, in 1998 and 1999, the City approved a Conceptual Development Plan (CDP), Detailed Development Plan (DDP) and several related entitlements to allow Oracle to develop professional offices at 301 Island Parkway, 401 Island Parkway (originally shown as Lot #1 in the CDP) and 501 Island Parkway (Redwood City) to accommodate their expansion; and,

WHEREAS, in 2017, the City of Belmont adopted a comprehensive General Plan update that maintained the Office Commercial (COM-O) General Plan designation of the project site, consistent with the Planned Development and Conceptual Development Plan; and,

WHEREAS, in August 2021, Oracle sold the subject property to the current applicant, Biomed Realty, a real estate company who typically leases space to life science companies; and,

WHEREAS, the applicant requests that the City change the General Plan Land Use Map Designation for 401 Island Parkway (APN 040-360-270) from Office Commercial (COM-O) to Regional Commercial (COM-R); and,

WHEREAS, the requested General Plan Land Use Designation is consistent with other parcels within the same Planned Development area, other areas in Belmont and nearby areas of Redwood City, and is compatible with nearby land-uses; and,

WHEREAS, on July 19, 2022, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the project, and recommended the City Council amend the General Plan Land Use Designation to facilitate a consistent general plan designation/zoning for the future intended use of the subject property at 401 Island Parkway.

WHEREAS, on September 13, 2022, the City Council held a duly noticed public hearing to consider public testimony and a staff report for the project to amend the General Plan Land Use Designation to facilitate a consistent general plan designation/zoning for the future intended use of the subject property at 401 Island Parkway.

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

**SECTION 1. FINDINGS**

The City Council finds that changing the General Plan Land Use Designation of 401 Island Parkway is in the public interest and achieves the goals and objectives of the City.

**SECTION 2. GENERAL PLAN LAND USE DESIGNATION AMENDED**

The City Council amends the General Plan Land Use Designation of the Property located at 401 Island Parkway, (APN 040-360-270), and shown on the Land Use Map Section incorporated into

this Resolution as Exhibit A, from COM-O – Office Commercial to COM-R – Regional Commercial. The General Plan Land Use Map is amended to reflect the change in designation adopted in this Section.

\* \* \*

ADOPTED September 13, 2022, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

\_\_\_\_\_  
City Clerk

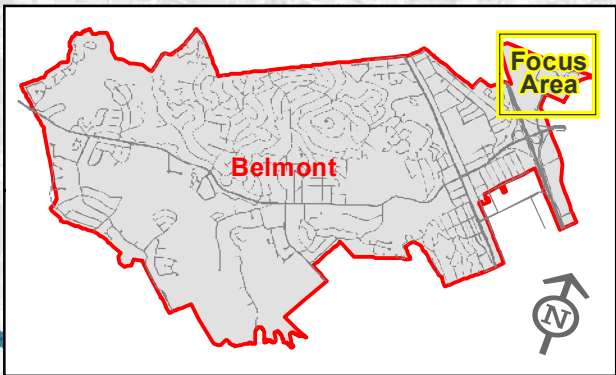
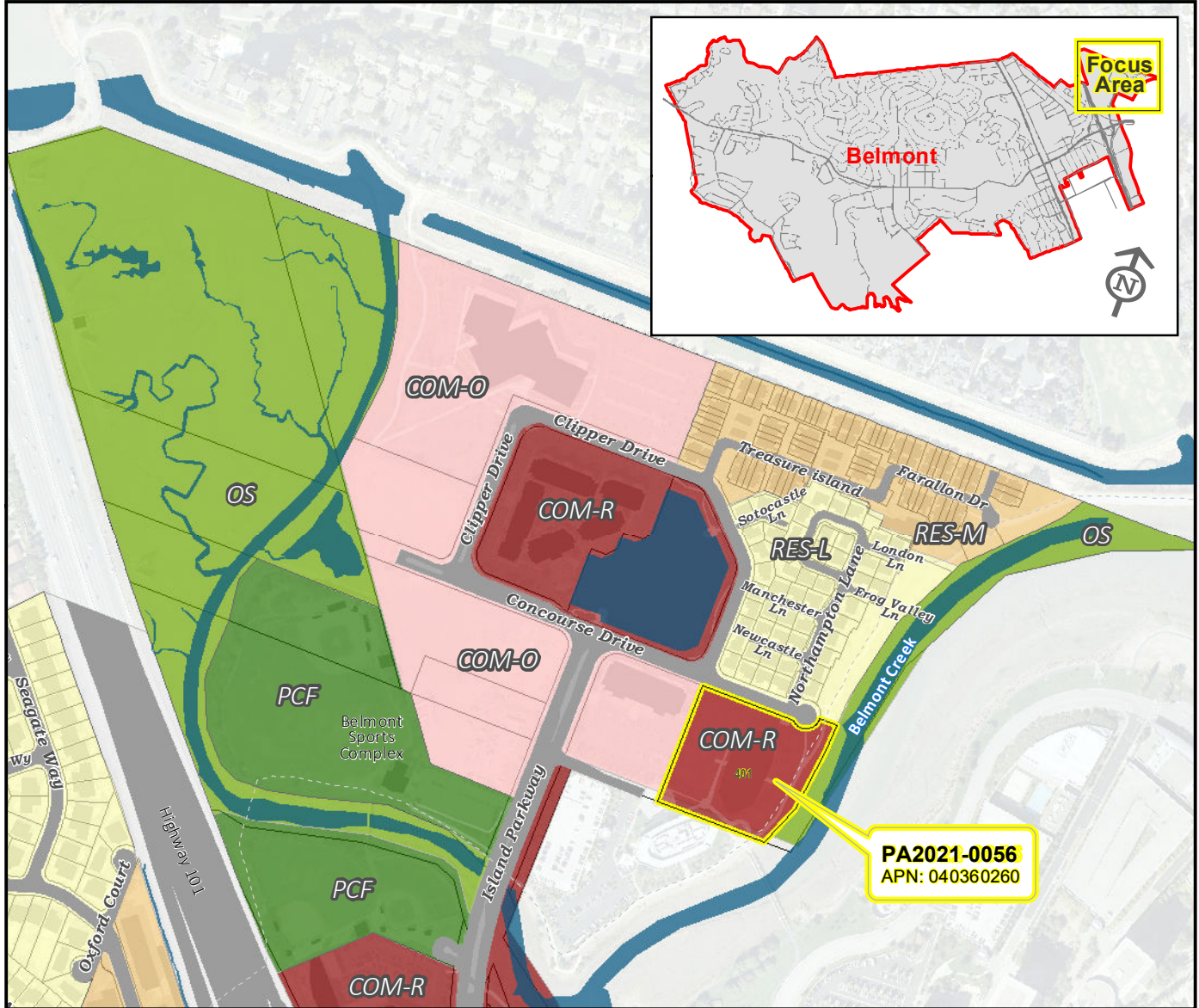
\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

# PA2021-0056 General Plan Land Use Map (Section) Amendment

Incorporated as Attachment No. \_\_\_\_  
And Made a Part of Resolution No. 2022-\_\_



## GENERAL PLAN LAND USE CLASSIFICATIONS:

### Residential

- Residential Low Density (RES-L)
- Residential Medium Density (RES-M)
- Residential High Density (RES-H)
- Hillside Residential Open Space (HROS)

### Institution/Public

- Institution (IN)
- Public Facility (PF)
- Park/Plaza (PP)
- Open Space (OS)
- Public/Community Facilities (PCF)

### Commercial

- Office Commercial (COM-O)
- Neighborhood Commercial (COM-N)
- Service Commercial (COM-S)
- Regional Commercial (COM-R)
- Corridor Mixed Use (CMU)

### HWY/HIA

- Harbor Industrial Area-1 (HIA-1)
- Harbor Industrial Area-2 (HIA-2)
- HWY 101 (HWY)

### Belmont Village Planning Area

- Belmont Village Planning Area
- Village Corridor Mixed Use (VCMU)
- Village Core (VC)
- Village Station Core (VCS)
- Village High Density Residential (VHDR)
- Public Facility (PF)
- Park/Plaza (PP)

### Other Layers

- San Juan Hills Area Plan
- Western Hills Area Plan
- Belmont Village Planning Area

Scale = 1:5,500 0 1.5 3 Miles

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF BELMONT AMENDING THE CONCEPTUAL DEVELOPMENT PLAN FOR ISLAND PARK LOT #1 (APN 040-360-270) TO ALLOW RESEARCH AND DEVELOPMENT LABORATORY, LIFE SCIENCES, AND RELATED LIGHT INDUSTRIAL USES SUBJECT TO SEVERAL LIMITATIONS**

---

WHEREAS, in 1984, the City of Belmont entered into a Development Agreement with KG Land California, approved the Planned Development (PD) zoning and approved several other entitlements related to the subject parcel and surrounding Planned Development area; and,

WHEREAS, in 1998 and 1999, the City approved a Conceptual Development Plan (CDP), Detailed Development Plan (DDP) and several related entitlements to allow Oracle to develop professional offices at 301 Island Parkway, 401 Island Parkway (subject property, originally shown as “Lot #1” in the CDP) and 501 Island Parkway (Redwood City) to accommodate their expansion; and,

WHEREAS, in 2017, the City of Belmont adopted a comprehensive General Plan update that maintained the Office Commercial (COM-O) General Plan designation of the project site, consistent with the Planned Development and Conceptual Development Plan; and,

WHEREAS, in August 2021, Oracle sold the subject property to the current applicant, Biomed Realty, a real estate company who typically leases space to life science companies; and,

WHEREAS, the applicant requests that the City amend the CDP to allow for the existing building to be used for research and development laboratories, life sciences, and related light industrial uses with several limitations, including prohibition of certain hazardous substances and biological agents; and,

WHEREAS, the applicant has also requested that the City change the General Plan Land Use Map Designation for 401 Island Parkway (APN 040-360-270) from Office Commercial (COM-O) to Regional Commercial (COM-R), a designation which allows the proposed land use; and,

WHEREAS, on July 19, 2022, the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report for the project, and recommended that the City Council change the land use designation and amend the CDP to allow for the intended use of the subject property;

WHEREAS, the City Council held a duly noticed public hearing on September 13, 2022, to consider the Planning Commission’s recommendations, receive a staff report and take public comment related to the applicant’s requests to the change the land use designation of 401 Island Parkway from Office Commercial (COM-O) to Regional Commercial (COM-R) and to amend the CPD to allow for the intended use; and,

WHEREAS, the City Council by resolution adopted concurrently with the introduction of this ordinance approved changing the General Plan land use designation for the property;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BELMONT DOES ORDAIN AS FOLLOWS:

SECTION 1. CONCEPTUAL DEVELOPMENT PLAN AMENDED

(a) The application to amend the Conceptual Development Plan (CDP) for Island Park Lot #1 is approved based on the findings set forth herein and subject to the Conditions of Approval set forth in Exhibit “C” attached hereto.

(b) After reviewing all the relevant evidence before the City Council, including the information provided in the staff reports and enclosures to the Planning Commission and City Council, the public hearings and testimony received, the City Council incorporates herein by reference and adopts the findings in Planning Commission Resolution 2022-28 as its own findings of fact under Belmont Zoning Ordinance Sections 12.3.B related to the Conceptual Development Plan Amendment.

(c) Based on the evidence before the City Council, the City Council finds the proposed Conceptual Development Plan amendment is consistent with the General Plan.

(d) The Conceptual Development Plan (CDP) for Island Park Lot #1, previously amended by Ordinance No. 935, is further amended by amending the Performance Standards applicable to Island Park Lot #1 set forth in Exhibit “A” to Ordinance No. 935 as provided in Exhibit “A” hereto subject to the Conditions of Approval set forth in Exhibit “C” attached hereto. The amended performance standards only apply to Island Park Lot #1. Exhibit “B” to Ordinance No. 935 is not modified and included herein for convenience.

SECTION 2. EFFECTIVE DATE.

This Ordinance shall take effect and will be enforced thirty (30) days after its adoption.

\* \* \*

The City Council of the City of Belmont, California introduced the foregoing ordinance, on September 13, 2022 and adopted the ordinance at a regular meeting held on [insert date], 2022 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Exhibit “A”  
Ordinance No. 2022-\_\_\_\_\_  
Island Park Conceptual Development Plan Amendment

PERFORMANCE STANDARDS – 401 Island Parkway (APN 040-360-260)  
PA2021-0056

1. The conceptual development plan is approved for a maximum of 410,000 square feet including lot B-104 in Redwood City. The project consists of two phases. Phase One is limited to 175,000 sq. ft. in two four-story buildings, one each on lot #1 (*401 Island Parkway*) and Lot B104 (*501 Island Parkway*), with two levels of decked parking over at-grade parking. Phase Two is limited to 235,000 sq. ft. in two buildings, one five-story and one six-story, to be located on Lots #3 (*300 Island Parkway*) and #4 (*400 Island Parkway*), plus a parking garage on Lot #5 (*800 Clipper Drive*).
2. These performance standards will become effective simultaneously with the effective date of a new Development Agreement between Oracle and the City of Belmont which supersedes the agreement dated November 26, 1996.
3. *The permitted office uses within the two (2) approved 87,756 square foot buildings (401 and 501 Island Parkway) include the previously approved office uses, as well as the following: research and development laboratory, life sciences, and related light industrial uses, provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing a biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6th Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health. All references to office buildings and office uses in the Detailed Development Plan, Use Permit and Design Review Approval adopted by the Planning Commission in Resolution 1999-1 (the “Oracle DDP”) shall be deemed also to refer to research and development laboratory, life sciences, and related light industrial uses in those two (2) approved buildings, such that the Oracle DDP remains consistent with the CDP as amended by this ordinance.*
- ~~3.4.~~ Parking on Lots #3, #4, and #5 shall not be decreased from that shown on plans dated September 15, 1997 and parking on lots #1 and B104 shall be provided at a rate of 3 per 1000 sq. ft. of gross office space.
4. ~~5.~~ A bicycle/pedestrian path shall be located adjacent to Belmont Slough and O'Neill Slough and a bicycle/pedestrian bridge shall be constructed over Belmont Slough, which would connect the project with the existing Oracle headquarters campus facilities in Redwood Shores to the east and to pedestrian pathways throughout Foster City, Belmont, and Redwood Shores. The location of the bridge shall be determined at the Detailed Development Plan stage. Any changes in location shall be subject to approval by the Planning Commission. The bridge shall be constructed by the time of completion of Phase II. If bridge construction will be completed

after construction of Phase II then a bond shall be provided guaranteeing bridge construction. Bay Trail links associated with Lot #1 and Lot B104 shall be constructed at the time of office building construction on those lots. Bay Trail links on parcels in Phase II shall be constructed with Phase II office buildings.

~~5.~~ 6. Development shall be as generally shown on Exhibit 'B' for a four-building development, subject to approval of final building locations at the Detailed Development Plan stage.

~~6.~~ 7. The Detailed Development Plan submitted for approval shall incorporate the following:

- a. The parking structures need additional architectural treatment and no conceptual design approval is granted. Design changes should include the use of a more highly-textured exterior treatment, incorporation of landscaping at upper levels of the garage, or other cosmetic features designed to make the garage appear more as an office building.
- b. The applicant shall investigate expanding the decked parking on lot B104 to allow some of the surface parking along and within the BCDC shoreline jurisdiction area and/or between buildings #3 and #4 to be eliminated and replaced with landscaping.
- c. A landscaped plaza, of a size to be determined by the Planning Commission, shall be incorporated into the project design and located between Buildings #3 and #4. The plaza shall have a connection to the BCDC trail and shall incorporate public art, seating areas, landscaping, a water feature or other focus of interest, and bollard-style evening lighting.
- d. A pedestrian link from the BCDC trail to the Sports Complex shall be provided under Island Parkway, adjacent to the Slough, if required by BCDC. A contribution toward park improvements shall be made in accordance with the Development Agreement.

~~7.~~ 8. No building permit for Phase II office building construction shall be issued until contracts are let for ~~a)~~ 1.) surface street improvements shown in the FEIR between the freeway and the entrance to Island Park as shown on the selected Direct Access Alternative, 2) the partial clover leaf conversion and widened northbound on-ramp, 3) the selected Direct Access alternative, 4) the Direct Access intersection with Marine Parkway, and 5) the north-bound Auxiliary Lanes for Highway 101. Prior to issuance of building permits for Phase I offices, four million dollars shall be deposited to an escrow or trust account, together with the City contribution of one million dollars, to assure funding for the direct access to Island Park.

~~8.~~ 9. Direct access from Island Parkway to Marine Parkway/Ralston Avenue shall be consistent with Exhibit "B" attached (recessed north-bound on-ramp with island parkway bridged over). If Direct Access from Marine Parkway to Island Parkway is determined to be infeasible, due to CalTrans disapproval, then this conceptual development plan shall be null and void for Phase II office construction.

~~9.~~ 10. Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the improvements listed herein shall not release the applicant from causing these mitigating traffic improvements to be constructed, prior to or simultaneously with Phase II office buildings.

~~10.~~ 11. Provide a parking easement for use by park users over lots 3, 4, and 5.

- ~~11.~~ 12. Submit a parking management plan to indicate how Oracle will accommodate employee and park user parking. For example, parking could be managed by Oracle issuing "Oracle Parking Stickers" for employees. This would differentiate staff autos from public autos and allow Oracle to enforce the time limitations in the Development Agreement.
- ~~12.~~ 13. Submit a written statement with the detailed development plan indicating how each of the required mitigation measures has been incorporated into the project.
- ~~13.~~ 14. All submittals required with the Detailed Development Plan must be submitted prior to acceptance of a complete application.
- ~~14.~~ 15. Prior to the hearing on the Detailed Development Plan, erect on site, a temporary structure at ~~lest~~ least 6 feet in height incorporating the materials to be used on the exterior of the office building in the same proportion as they would be used on the finished structures.
- ~~15.~~16. Submit a specific construction phasing plan indicating the completion of such items as landscaping, pedestrian bridge, garage, decked parking, surface parking, and other site improvements; the limits of phased work, and the improvement areas to be completed with each building.
- ~~16.~~ 17. Construct 80 parking spaces in close vicinity to the City park on lots #3 and #4 for use by park users during construction on these lots.

Exhibit "B"  
Ordinance No. 2022-\_\_\_\_\_  
Island Park Conceptual Development Plan Amendment

LANE CONFIGURATION DETAIL  
(included for convenience only – no change to Exhibit B to Ordinance No 935)

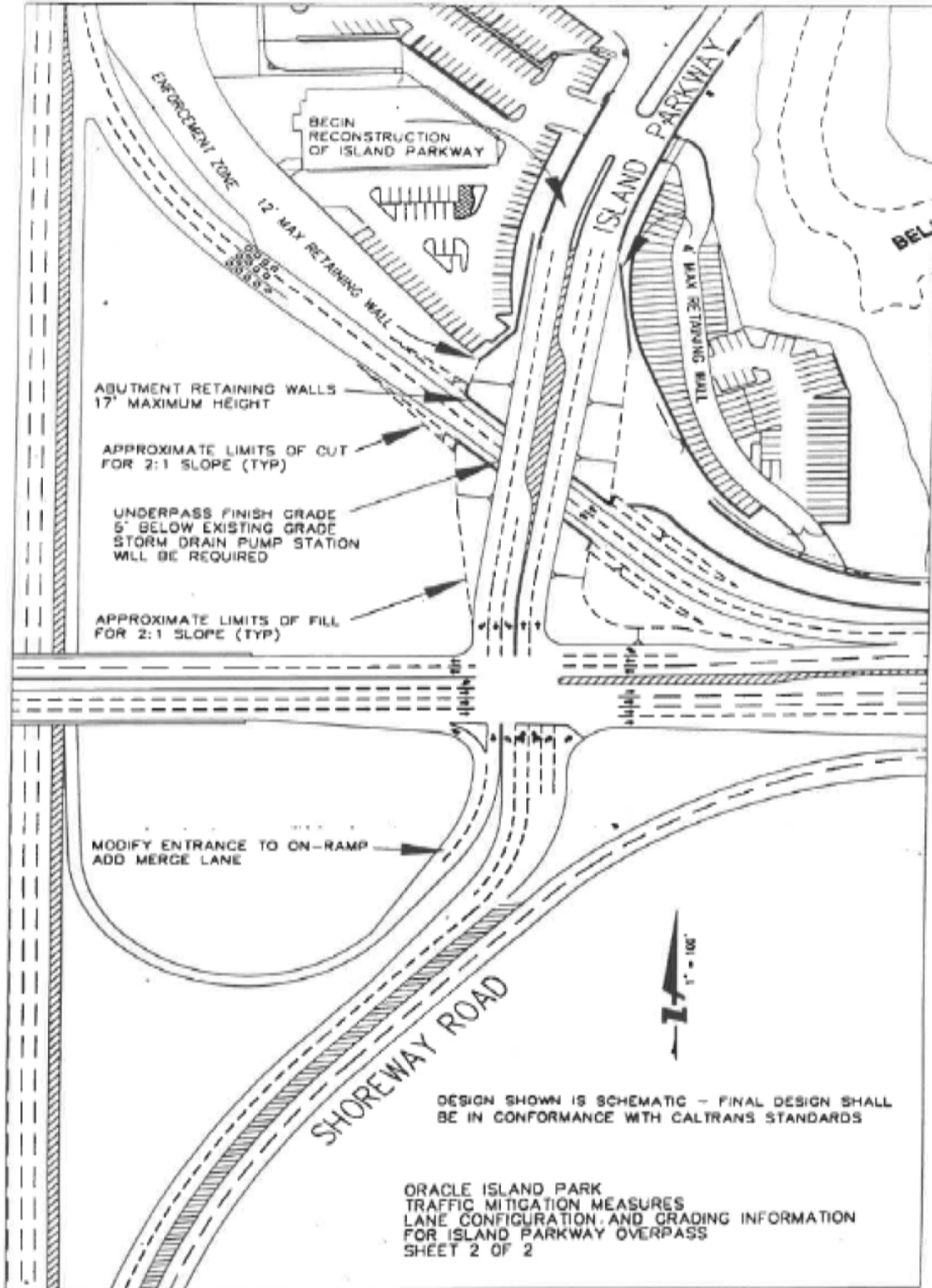


Exhibit "C"  
Ordinance No. 2022-\_\_\_\_\_  
Island Park Lot Conceptual Development Plan Amendment

CONDITIONS OF APPROVAL – 401 ISLAND PARKWAY (APN 040-360-260)  
PA2021-0056

1. Permitted uses for the subject property shall be consistent with the Performance Standards for the Conceptual Development Plan Amendment listed in Exhibit A, included herein.
2. The permitted office uses within the two (2) approved 87,756 square foot buildings (401 and 501 Island Parkway) include the previously approved office uses, as well as the following: research and development laboratory, life sciences, and related light industrial uses, provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing a biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6th Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health. All references to office buildings and office uses in the Detailed Development Plan, Use Permit and Design Review Approval adopted by the Planning Commission in Resolution 1999-1 (the "Oracle DDP") shall be deemed also to refer to research and development laboratory, life sciences, and related light industrial uses in those two (2) approved buildings, such that the Oracle DDP remains consistent with the CDP as amended by this ordinance.
3. Future site development and modifications shall conform to the amended Conceptual Development Plan and the Detailed Development Plan date stamped December 28, 1998, and all subsequent amendments, including those herein. Necessary minor modifications to the approved plans may be made with the approval of the Director of Community Development.
4. The pedestrian bridge shall be constructed by the time of completion of Phase Two or, if that is not possible, a bond shall be provided guaranteeing bridge construction. Bicycle/pedestrian path segments on parcels in Phase Two shall be constructed with Phase Two buildings.
5. If allowed by BCDC, the plaza, path and bridge, shall be lighted at night in order to ensure public safety.
6. All previous Development Agreement, Conceptual Development Plan, Performance Standards, and Detailed Development Plan requirements and conditions of approval not in conflict with this amendment shall apply.
7. To ensure that mitigation measures are implemented, compliance with the adopted monitoring program is required.
8. No building permit for Phase Two office building construction shall be issued until compliance with the terms of the Detailed Development Plan and Development Agreement has been obtained as it applies to transportation improvements. If the transportation improvements contemplated under the Detailed Development Plan and Development

Agreement cannot be implemented, then the development approval, as it applies to Phase Two, shall be null and void.

9. Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the traffic improvements specific to the Detailed Development Plan and Development Agreement, shall not release the applicant from causing these mitigating traffic improvements to be constructed, prior to or simultaneously with Phase Two office buildings.
10. Prior to the issuance of building permits for future improvements to the property, the property owners shall file with the Director of Community Development, on forms provided by the City, and acknowledgement that they have read, understand, and agree to these conditions of approval.
11. Prior to any construction, the applicant or a designated representative shall obtain all required building permits.
12. All construction and related activities (not including grading) may only be conducted during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday and 10:00 a.m. to 5:00 p.m., Saturdays. Grading may occur between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. No construction activity (including grading) or related activities shall be allowed outside of the aforementioned hours or on Sundays and the following holidays: New Year's Day, President's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day. All gasoline powered construction equipment shall be equipped with an operating muffler or baffling system as originally provided by the manufacturer, and no modification to these systems is permitted.
13. Stationary construction equipment such as generators and compressors shall be located as far as possible from existing homes. Construction specifications shall require that heavy equipment remain on the project site to avoid disruptive noise caused by daily hauling of equipment on and off site. Equipment shall be properly maintained with adequate muffling to achieve the lowest possible noise levels.
14. Any future large-truck construction traffic shall be along a route established by approval of the Building Official. Damage to any public roads resulting from construction traffic to and from the project shall be repaired by the applicant as required by the Department of Public Works.
15. All activities shall be subject to the requirements of the Belmont Noise Ordinance.
16. No debris boxes or building materials shall be stored on the street.
17. In the event that this approval is challenged by a third party, the property owners and all assignees will be responsible for defending against this challenge, and agree to accept responsibility for defense at the request of the City. The property owners and all assignees agree to defend, indemnify and hold harmless the City of Belmont and all officials, staff, consultants and agents from any costs, claims or liabilities arising from the approval, including without limitation, any award of attorneys fees that might result from the third party challenge.

## Attachment 6

### 401 Island Parkway, Belmont, CA GPA and CDPA

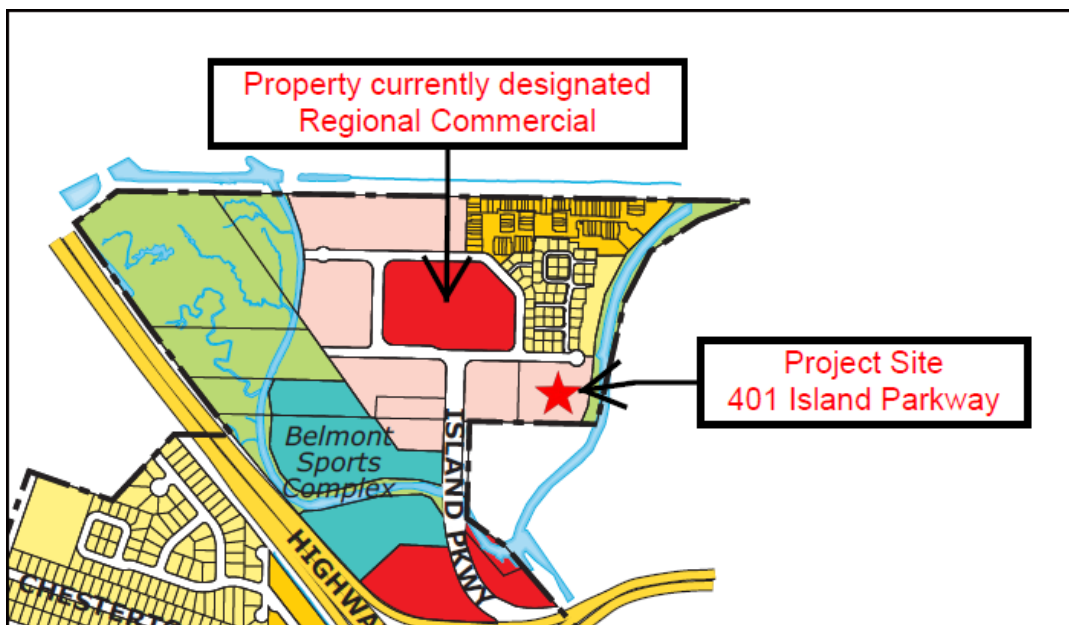
#### Updated Project Description

(June 29, 2022)

B9 Island Parkway LLC seeks amendments to the City's General Plan and the Island Parkway Conceptual Development Plan to enable Life Science uses to occupy the existing building at 401 Island Parkway, and to modify the building slightly.

#### I. GENERAL PLAN AMENDMENT

The project includes a General Plan Amendment (GPA) that would change the land use designation of the 401 Island Parkway site from "Office Commercial" to "Regional Commercial." The Regional Commercial designation allows Research and Development Uses, which include Life Science uses. The GPA would merely extend that Regional Commercial designation that currently is applied to property in the area across Concourse Place to 401 Island Parkway, as follows:



#### II. CONCEPTUAL DEVELOPMENT PLAN AMENDMENT

The Conceptual Development Plan Amendment (CDPA) seeks to add life science uses to the already-permitted office uses. Because the amended CDP will limit uses to office and life science uses, it will still be the case that commercial uses, including regional retail, will not be permitted.

Life science uses, according to industry practice, typically consist of approximately 50% office and 50% lab use of a building. The lab use may involve more regulated hazardous materials than is typical for office uses, but local, state and federal and associated regulations already impose extensive restrictions on the use and handling of such substances. The proposed CDP amendment would limit the Life Science uses to those that do not involve the more dangerous hazardous materials as defined in these regulations.

The CDP includes provisions regarding uses at 501 Island Parkway, which is located in Redwood City, as well as 401 Island Parkway, because the two properties are part of an office campus that was proposed when the CDP was initially approved. The CDPA for this project would add the following text to the CDP:

The permitted office uses within the two (2) approved 87,756 square foot buildings (401 and 501 Island Parkway) include the previously approved office uses, as well as the following: research and development laboratory, life sciences, and related light industrial uses, provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing a biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6th Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health. All references to office buildings and office uses in the Detailed Development Plan, Use Permit and Design Review Approval adopted by the Planning Commission in Resolution 1999-1 (the "Oracle DDP") shall be deemed also to refer to research and development laboratory, life sciences, and related light industrial uses in those two (2) approved buildings, such that the Oracle DDP remains consistent with the CDP as amended by this ordinance.

The project does not propose any expansion of the existing office uses, but only to use existing buildings for Life Science uses.

### **III. BUILDING MODIFICATIONS**

The physical modifications at 401 Island Parkway consist of (a) ADA upgrades to the restrooms to meet current code requirements; (b) replacing and/or upgrading aged HVAC systems; and (c) upgrading an aged elevator system. The height of the building, the amount of glass, and other factors relevant to the Airport Land Use Plan will not change. These modifications only upgrade the exhibit building and would not involve any increase in square footage.

## MEMORANDUM

TO: Cecily Barclay, Perkins Coie LLP

FROM: Zachary Walton, SSL Law Firm LLP

DATE: May 26, 2022

RE: Biomed Realty Supplemental Memorandum re 401 Island Parkway

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BioMed Realty has submitted applications to allow life science tenants to occupy an existing building at 401 Island Parkway. The existing 87,756 square foot building is currently approved for use as an office building. Office operations typically involve the handling of some hazardous substances. The introduction of Life Science uses likely will result in an increase in their use.

To reduce the risk such increased use could cause harm to the community, BioMed Realty proposes a 2-prong approach. First, Biomed Realty has proposed to add additional restrictions to its life science uses as follows:

*The following uses are approved for the developed 87,756 square foot building at 401 Island Parkway: research and development laboratory, life sciences, and related light industrial uses; provided that such additional uses do not include (1) handling, manufacturing, or storage of a hazardous substance at or above a threshold quantity listed in Title 22, California Code of Regulations, Section 2770.5 for use in a process that requires a risk management plan pursuant to the California Accidental Release Prevention Program or (2) handling or constructing a biological agents that are subject to Biosafety Level 3 and 4 protocols according to Biosafety in Microbiological and Biomedical Laboratories 6<sup>th</sup> Edition (2020), U.S. Department of Health and Human Services, Centers for Disease Control and Prevention and National Institutes of Health.*

Second, Biomed Realty has identified, through this memorandum, the myriad of laws, rules, regulations and regulating agencies that restrict the handling of hazardous materials and require

planning for both routine handling and accidental spills. This regulatory structure currently applies to the office uses and similarly would apply to Life Science uses. It will ensure that any impacts associated with the handling of hazardous materials will be less than significant.

### **Hazardous Materials Management**

Comprehensive and complementary federal, state, and regional requirements apply to accidental releases of hazardous materials with the potential to impact human health. Biotechnology research and development facilities that may handle such hazardous materials are subject to these regulatory requirements.

Cities and counties rely on these regulatory requirements to ensure that residents in surrounding communities are safe, including cities in San Mateo and Santa Clara counties. For example, South San Francisco concluded in 2022 that a 166,613 square-foot, 7-story, office/research and development building would not present significant hazardous materials impacts:

The proposed project would result in development and operation of an office and R&D building which may include laboratories and other research facilities that are likely to use, store or require the transportation and disposal of hazardous materials, depending on the particulars of the future tenant(s). The amount of type of hazardous materials may vary over time, which changes in research and additions to hazardous materials lists. These hazardous materials may include inorganic and organic chemicals, chemical reagents and reaction products, solvents, mercury, lead, asbestos, radioisotopes, biohazards, fuels, oils, paints, cleansers, and pesticides.

For the handling of hazardous materials during operations, the facility would be required to adhere to all applicable state and local regulations, seek consultation with the [San Mateo County Environmental Health Department (SMECD)], and apply for applicable permits. In addition, registration of the materials through the SMECD Hazardous Materials Business Plan Program would be required to ensure safe and responsible handling. ... Therefore, with compliance with applicable regulations, the proposed project would not create a significant hazard for the public or the environment through the routine transport, use, or disposal of hazardous materials during operation and this impact would be ***less than significant***.

101 Gull Drive Draft EIR at pp. 4-12, -13 (original emphasis).<sup>1</sup> The city of Santa Clara reached a similar conclusion in 2021 for the Patrick Henry Drive Specific Plan, which permits residential development and research and development facilities in proximity to each other. *Patrick Henry Drive Specific Plan Draft EIR at p. 10-18*<sup>2</sup>; see, also, *Patrick Henry Drive Specific Plan, Tables 4.2 and 4.3*.<sup>3</sup>

<sup>1</sup> [https://files.ceqanet.opr.ca.gov/273504-2/attachment/wlvzT-GGz6SamzwUXStKzkOli-RCT\\_PpDoDx7Kb1\\_AVxI5r\\_rM3sCXpBENG0d1QKFgWd7oMMenCZBUBg0](https://files.ceqanet.opr.ca.gov/273504-2/attachment/wlvzT-GGz6SamzwUXStKzkOli-RCT_PpDoDx7Kb1_AVxI5r_rM3sCXpBENG0d1QKFgWd7oMMenCZBUBg0).

<sup>2</sup> <https://www.santaclaraca.gov/home/showpublisheddocument/74663/637631533575670000>.

<sup>3</sup> <https://www.santaclaraca.gov/home/showpublisheddocument/72222/637853554383230000>.

It would be unusual for a city to impose hazardous materials conditions that differ from existing legal requirements. In fact, California developed the Uniform Program (see below) precisely to avoid this circumstance. Moreover, most cities are not eager to devote resources and personnel to overseeing compliance with hazardous materials conditions, since those efforts would only duplicate those other existing agencies that already have regulatory expertise and oversight responsibilities.

### **Regulatory overview**

There are multiple environmental regulatory requirements that apply to activities involving hazardous materials and biological agents. The discussion below focuses on regulatory requirements that apply to potential accidental releases from research and development facilities that could impact public health.

#### **U.S. EPA and CalEPA**

The United States Environmental Protection Agency (U.S. EPA) is responsible for administering the Emergency Planning Community Right-to-Know Act (EPCRA), which is the principal federal statute to minimize the risk of accidental releases of hazardous substances. *See, 42. U.S.C. § 11001 et seq.*

Congress passed EPCRA in 1986 in response to the 1984 disaster in Bhopal, India, which was caused by an accidental release of hazardous substances that killed or severely injured over 2,000 people. EPCRA, therefore, is intended to prevent loss of life to surrounding communities due to hazardous materials and industrial disasters. *See, <https://www.epa.gov/laws-regulations/summary-emergency-planning-community-right-know-act>.*

EPCRA requires states to form state emergency response commissions (SERCs) and Local Emergency Planning Committees (LEPCs) to plan for emergencies and coordinate with police, fire, public health, and other officials responsible for responding to emergencies. The California Environmental Protection Agency (CalEPA) administers EPCRA through the California Accidental Release Program (CalARP). *See, Health & Safety Code (HSC) § 25531 et seq.*<sup>4</sup>

#### **EPCRA and CalARP**

EPCRA and CalARP apply to businesses that handle hazardous substances above reportable quantities (RQs) that could significantly threaten to human health or the environment due to their nature and volume if they are accidentally released. *Id.*

U.S. EPA has established RQs for hundreds of hazardous substances. *See, 40 Code of Federal Regulations § 302.4.* CalEPA lowered the RQs for certain hazardous substances and established RQs for other hazardous substances that are not subject to EPCRA. *Title 19, California Code of Regulations § 2770.5.* CalARP, therefore, is more protective of surrounding communities than EPCRA.

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<sup>4</sup> The California Office of Emergency Services (OES) previously administered the CalARP and Hazardous Materials Business Plan Programs.

A facility that handles a hazardous substance above its RQ during an operation that may present a significant likelihood of an accidental release must prepare a Risk Management Plan (RMP) that evaluates the potential consequences of offsite releases. The RMP must include emergency and shelter-in-place plans. *HSC* § 25534.

Research and development facilities are unlikely to handle hazardous substances in quantities that require RMPs. BioMed Realty has proposed to limit the quantities of such substances as described above.

#### Certified Unified Program

CalARP is one of six programs that are subject to the Unified Program, which consolidated multiple environmental and regulatory programs so that local agencies consistently apply standards to protect human health and the environment. See, <https://calepa.ca.gov/cupa/>.

The consolidated programs that concern the accidental release of hazardous substances are CalARP, the Hazardous Materials Business Plan (HMBP) Program, and the Hazardous Materials Management Plan/Hazardous Material Inventory Statement Program.<sup>5</sup>

CalEPA has delegated authority to Certified Uniform Program Agencies (CUPAs) to implement these programs. A local agency must demonstrate to CalEPA that it has the requisite skills and resources to serve as a CUPA. San Mateo County's CUPA is the San Mateo County Health Department, Environmental Health Division. See, <https://www.smchealth.org/hazardous-materials-cupa>.

#### Hazardous Materials Business Plans

The Hazardous Materials Business Plan (HMBP) Program applies to many more facilities than CalARP. It applies to commercial and industrial operations that handle hazardous materials except in de minimis quantities. See, *HSC* § 25503.<sup>6</sup>

An HMBP assists first responders to locate and account for hazardous materials that may pose a threat to them and the surrounding community during an emergency.<sup>7</sup> *Id.* at § 25503(b). HMBPs must account for the size and nature of the business, proximity to residential neighborhoods, and potential damage during an accidental release. *Id.* at § 25503(b)(2).

An HMBP must depict on a site maps where hazardous materials are located and include an inventory that categorizes them according twenty-four (24) hazard classifications based on

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<sup>5</sup> The Unified Program also includes the Aboveground Petroleum Storage Tank Program, Hazardous Waste Generator/Tiered Permitting Program, and the Underground Storage Tank Program.

<sup>6</sup> Business plans are required for facilities that handle quantities of hazardous materials at any one time more than 55 gallons for liquids, 500 pounds for solids, or 200 cubic feet for compressed gas. See, *HSC* § 25507(a)(1).

<sup>7</sup> A business that prepares a HMBP will be deemed to have met the California Fire Code requirement to prepare a Hazardous Materials Management Plan/Hazardous Materials Inventory Statement. *HSC* § 13143.9(b).

physical characteristics (e.g., corrosive v. combustible) and health hazards (e.g., e.g., carcinogenicity v. respiratory). *Id. at 25507.*

HMBPs must include emergency response plans and procedures in the event of a hazardous materials release, procedures to mitigate and minimize potential harm to human health and the environment, evacuation plans, and training. *HSC § 25505.*

HMBPs must be uploaded to the California Environmental Reporting System (CERs) so that they are available to firefighters, health officials, planners, public safety officers, health care providers, and other regulatory agencies. *HSC § 25508.* CUPAs must prepare Area Plans for emergency response to actual or threatened releases of a hazardous material within their jurisdictions based on these HMBPs and additional information. *Id. at § 25503.*

#### San Mateo County Code

San Mateo's County code implements the county's HMBP Program. Title 4, San Mateo County Code, Chapter 4.92. A facility in San Mateo County that must prepare a HMBP must obtain a CUPA permit before it may store hazardous substances. *Title, 4, § 4.92.050(a)(1).* The CUPA may suspend a permit for a facility that presents an imminent hazard to public safety or the environment. *Id. at 4.92.050(d)(3).* Facilities that do not meet regulatory requirements are subject to civil fines. *HSC § 25515.*

The County code is more expansive than the HMBP Program. It applies to "[a]ny material which has been determined through testing or other objective means, to be likely to create a significant potential or actual hazard to public health, safety or welfare." Title 4, § 4.92.030. It further provides that no facility may store any hazardous materials, regardless of quantity, "in a manner which causes or creates a significant risk of causing an unauthorized discharge[.]"

#### Department of Health and Human Services

The Department of Human Health and Services (HHS) regulates the handling of biological agents primarily pursuant Public Health Security and Bioterrorism Preparedness and Response Act of 2002, Title 42, United States Code §§ 201 et seq. Facilities that handle select agents and toxins must register with HHS and prepare a biosafety plan. See, 42 Code of Federal Regulations (CFR) § 73.12. A biosafety plan must be based on the joint publication by the Centers for Disease Control and Prevention (CDC) and National Institutes of Health (NIH) "Biosafety in Microbiological and Biomedical Laboratories," (BMBL), 6<sup>th</sup> edition (2020)<sup>8</sup>. The BMBL provides guidance for microbiological practices, safety equipment, and facility safeguards that protect laboratory workers, the environment, and the public from exposure to infectious microorganisms that laboratories store and handle.

The BMBL establishes Biosafety Levels 1-4 to identify safe handling and containment of biological agents. Biosafety Level (BSL)-1 concerns well-characterized agents and standard microbiological practices. BSL-2 concerns biological agents that pose moderate hazardous to personal and the environment and standard physical barriers including self-closing doors. BSLs-3 and 4 concern

<sup>8</sup> <https://www.cdc.gov/labs/pdf/CDC-BiosafetyMicrobiologicalBiomedicalLaboratories-2020-P.pdf>.

biological agents that present serious risks of injury or death that require substantial personal protective equipment (PPE) and physical barriers separation from access corridors and two-consecutive self-closing doors. *BMBL at Table 1.*

Biomed Realty's proposed restriction would prohibit tenants from handling biological agents subject to BSL-3 or 4. The restriction would only allow biological agents that do not pose significant risks or require substantial PPE or physical barriers.

### **Conclusion**

U.S. EPA and CalEPA have established pursuant to EPCRA and CalARP reportable quantities for hazardous substances that based on their nature and volume present potentially significant risks to surrounding communities. Research and development facilities rarely manage hazardous substances at such quantities.

A Research and Development facility that does not manage hazardous substances above reportable quantities typically must nevertheless prepare a HMBP to establish procedures to manage onsite hazardous substances safely. The HMBP must include provisions to protect against accidental releases that could impact occupants, first responders, and the surrounding community.

The San Mateo County code's requirement to manage hazardous substances safely still applies in the unlikely event a research and development facility manages a hazardous substance that is not subject to the HMBP Program.

The requirement to prepare a biosafety plan according to the BMBL and the prohibition against handling BSL-3 and 4 biological agents ensure that biological agents that tenants may handle will not present significant risks to human health or the environment.

An additional layer of regulatory oversight by the city is unnecessary in the face of comprehensive regulatory oversight.

RESOLUTION NO. R.A. 313

RESOLUTION OF THE BELMONT REDEVELOPMENT AGENCY  
AUTHORIZING EXECUTION OF AN OWNER PARTICIPATION AGREEMENT AND  
DEVELOPMENT AGREEMENT WITH THE CITY OF BELMONT,  
ORACLE CORPORATION AND ORACLE SHORES ASSOCIATES, LLC,  
AND MAKING FINDINGS IN CONNECTION THEREWITH

WHEREAS, the City Council of the City of Belmont (the "City Council") has adopted and amended, from time to time, the Los Costanos Community Development Plan (the "Redevelopment Plan") for the Los Costanos Redevelopment Project Area (the "Project Area") located within the City of Belmont (the "City"); and

WHEREAS, the Belmont Redevelopment Agency (the "Agency") is vested with responsibility pursuant to the Community Redevelopment Law (Part I of Division 24 of the Health & Safety Code of the State of California) to implement the Redevelopment Plan in the Project Area; and

WHEREAS, Oracle Corporation and Oracle Shores Associates, LLC (collectively, Oracle Corporation and Oracle Shores Associates, LLC are hereinafter referred to as the "Owner") own certain real property within the Project Area and in Redwood City (the "Property"); and

WHEREAS, the Owner has prepared, and the City has approved, a conceptual development plan (the "Conceptual Development Plan") providing for the development and construction of a commercial office complex (the "Project") on the Property; and

WHEREAS, the Owner's development and use of the Project pursuant to the Conceptual Development Plan will create substantial additional economic activity in the Project Area and additional sales and property tax revenues for the City and the Agency; and

WHEREAS, the stimulation of economic development, including the development of commercial office buildings, in the Project Area is a goal of the Redevelopment Plan; and

WHEREAS, the Agency has concluded that the Owner has the necessary experience, skill, and ability to carry out the commitments contained in the OPA/DA; and

WHEREAS, to promote redevelopment in the Project Area and the development of the Property, the Agency and the City of Belmont (the "City") propose to enter into an Owner Participation Agreement and Development Agreement ("OPA/DA") with the Owner, setting forth various financial and development matters related to the development of the Property pursuant to the Conceptual Development Plan; and

WHEREAS, the City has prepared and certified as complete in accordance with the California Environmental Quality Act ("CEQA") an environmental impact report for the Project (the "EIR") and the Agency has reviewed and considered the information in the EIR in approving the OPA/DA; and

**WHEREAS, the City Council adopted Resolution No. 8329 making findings of overriding considerations under CEQA with respect to traffic volumes for the first phase of the Project pending completion of traffic improvements and the staff has prepared additional CEQA findings attached hereto and incorporated in this resolution (collectively the "Findings"); and**

**WHEREAS, at a meeting on September 15, 1998, the City's Planning Commission (the "Planning Commission") held a noticed public hearing on the proposed OPA/DA, considered the OPA/DA, and recommended that the OPA/DA be approved.**

**NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:**

**Section 1. The Agency hereby adopts the Findings and further finds that there are no feasible alternatives or alternative mitigation measures within the powers of the Agency that would substantially lessen or avoid any significant effect the Project would have on the environment except as set forth in Resolution No. 8329 with respect to the traffic volumes for the first phase of the Project and, with respect to that impact, the Agency hereby adopts the findings of overriding consideration in Resolution No. 8329 and as a further consideration finds that the schedule for traffic improvements will provide financial benefits to implementing the Redevelopment Plan by making available to the Agency funds that might otherwise been used for those traffic improvements.**

**Section 2. The Agency hereby approves the OPA/DA, authorizes the Agency Chair or the Executive Director to execute it on behalf of the Agency, and authorizes the Executive Director or his designees to take all necessary and proper actions to implement the OPA/DA and meet the Agency's obligations thereunder.**

**Section 3. This Resolution shall take immediate effect from and after its passage and approval.**

I HEREBY CERTIFY that the foregoing resolution was introduced at a regular meeting of the Belmont Redevelopment Agency held on October 20, 1998 by Agency member Feierbach who moved for its adoption and passage by the following vote:

AYES: Feierbach, Hahn, Cook, Rianda

NOES: None

ABSTAIN: Della Santina

ABSENT: None

  
Kathy Kern  
SECRETARY OF THE BELMONT  
REDEVELOPMENT AGENCY

APPROVED:

  
Tom Rianda  
CHAIR OF THE BELMONT  
REDEVELOPMENT AGENCY

## STATEMENT OF FEIR FINDINGS

Whereas the following significant effects were identified in the FEIR, and changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the FEIR, with the exception of short-term traffic impacts associated with the construction of Phase I prior to construction of traffic mitigations, and these changes and alterations are outlined below for each significant impact:

### Significant Impact 1: San Carlos Airport Air Space Safety

Mitigation incorporated - Building height reduced from seven stories to four stories. Impacts to airport safety have been reduced to less than significant.

### Significant Impact 2. Air Quality, Dust, and Noise During Construction

Mitigation incorporated - Dust abatement measures and limited hours of construction required in project conditions of approval. Pile driving to be accomplished with double teams to reduce overall construction time period for this activity and pre-drill holes to reduce number of blows. Project is required to cover all dirt hauling trucks, sweep paved areas, and water site at least twice , daily. These measures will reduce air quality, dust, and noise impacts to a level less than significant by using all practical measures to control dust and noise impacts while still being consistent with construction of the project.

### Significant Impact 3. Bridge Aesthetic Impacts on Views

Mitigation incorporated - Bridge railings and supports will be open in design and bridge color will complement slough setting. This design will reduce the amount of structure visible. By using light and airy steel work the bridge will be much more pleasing to the eye. The increased beauty of the bridge will result in any negative aesthetic impacts on views being reduced to a level of insignificance, and will actually enhance views by providing a complementary element to the Bay Trail reflective of its recreational use.

### Significant Impact 4. Parking Structure Aesthetic Impacts on Views

Mitigation incorporated - Parking structure has been redesigned to reduce building mass and relate more to the pedestrian. This is accomplished by the incorporation of corner elements and solid panels near each corner to

create three textures rather than one single texture. The modified entry will be inviting to pedestrians. This more interesting design will reduce any aesthetic impacts to views to a level less than significant.

**Significant Impact 5. Intersection and Freeway LOS Impacts - Near Term**

Mitigation incorporated - New roadway access to buildings, new intersection and new freeway interchange to be in place prior to completion of Phase II. This mitigation will result in the necessary transportation infrastructure being in place at a time when the additional project traffic is generated. As a consequence there will be sustained or improved levels of service and any impacts from project traffic will be reduced to a level of insignificance.

**Significant Impact 6. Intersection and Freeway LOS Impacts - Near Term**

Mitigation not incorporated - Roadway improvements postponed for Phase I but funded. See finding of overriding consideration following.

**Significant Impact 7. Intersection and Freeway LOS Impacts - Long Term**

Mitigation incorporated - New access road, intersection, north-bound freeway on-ramp and new freeway interchange required prior to construction of Phase II. See Impact 5 above.

**Significant Impact 8. Intersection and Freeway LOS Impacts - Long Term**

Mitigation not incorporated - Roadway improvements postponed for Phase I but funded. See finding of overriding consideration following.

**Significant Impact 9. Site access and internal circulation safety and sight distance.**

Mitigation incorporated - Median cut incorporated into design for site B-104, exiting movements limited to right turns only, employee education or speed humps in parking lot required, widen parking isles, and modify parking lot design to maximize 90 degree intersections. These mitigations will reduce left-turn conflicts, and reduce the potential for auto to auto and auto to pedestrian accidents, thereby reducing impacts to a level of less than significant.

**Significant Impact 10. Parking Impacts from Insufficient Phase I Parking and Impacts associated with use of Public Sports Complex.**

Mitigation incorporated - Parking increased for Phase I with addition of

one level to proposed parking garage. Eighty dedicated public parking spaces have been incorporated into Phase II parking to be available during peak park usage. This parking arrangement will allow for accommodation of both park users and office employees thereby reducing parking impacts to a level of less than significant.

**Significant Impact 11. Earthquake-Induced Ground Shaking and Differential Settling.**

Mitigation incorporated - Geotechnical recommendations incorporated into structure designs. Pattern of long-term settlement to be calculated and underground utilities lines designed to maintain positive flow. Pile supported foundations to be used. Flexible pipe couplings to be used, levee extension to be engineered in accordance with geotechnical engineer recommendations. As a result of the incorporation of state-of-the-art engineering recommendations and mitigations impacts from design standard earthquakes and differential settling will be reduced to a level of insignificance since the buildings will be designed to react in earthquakes in a way that takes into consideration their orientation and shape as well as construction materials and methods, and differential settling will be reduce by use of pile foundations and the calibration of settling beings used when determining the amount of flexibility to use in utility line hook-ups.

**Significant Impact 12 . Construction-Induced Release of Refuse-Generated Gasses.**

Mitigation incorporated - Replace and recompact existing impermeable clay cap over abandoned landfill that is disturbed by grading, contain and dispose of all refuse encountered, and gas detection and breathing device equipment to be continually available. Since only a portion of the site was used as a land fill, and this fill was household in nature and not industrial, the use of a clay cap to contain refuse, the standard disposal required by State regulations, and the availability of breathing equipment which would only be used in unusual circumstances not expected to occur, and which have not occurred with other construction projects on this same land fill, will reduce any potential impacts to a level of insignificance.

**Significant Impact 13. Long-Term Refuse-Generated Gas Accumulation.**

Mitigation incorporated - Passive gas venting system to be incorporated into affected buildings. This systems has been successfully used with other construction on the same land fill and is expected to function equally well with the subject development. As a result, this potential

impact will be reduced to a level of insignificance.

**Significant Impact 14. Drainage Capacity, Water Quality Degradation, Flooding, and point-source pollution.**

Mitigation incorporated - The project design will verify capacity and upgrade drainage system as necessary, extend existing levee around the perimeter of lot B104 and install with a minimum top elevation of 8.0 MSL, incorporated best management practices into erosion control plan as an integrated part of the grading plans, install pollution-interception type drainage inlets in all parking areas, and the project will provide a pavement cleaning maintenance service to reduce oil runoff. Therefore, impacts will be reduced to a level of insignificance.

**Significant Impact 15. Utility Capacity Impacts**

Mitigation incorporated - To reduce water utility impacts the project will utilize water efficient irrigation and drought-tolerant landscaping. The project will complete the loop water line as needed by constructing a 12-inch water line connection. The project will fund a fair-share of future sewer plan expansion through payment of connection fees based on water usage. The sewer pump station will be pressure tested to verify maximum flow efficiency of at least 334 gpm. The existing pump station will be upgraded if necessary from the current 325 estimated capacity. Trash recycling areas will be incorporated into the buildings. Therefore, impacts will be reduced to a level of insignificance.

**Significant Impact 16. Vegetation and Wildlife.**

Mitigation incorporated - Pedestrian bridge footings will be set back from to of bank and avoid the full tidal zone. Filled wetland (b104) will be mitigated in a 2:1 ratio by restoration of a site known as B105 north of the subject site. This will reduce disruption of land subject to tidal action to a minimum, with reduced impact on wildlife and plants living along the shore. Therefore, impacts will be reduced to a level of insignificance.

Whereas, the City intends to permit Phase One of development, consisting of 175,000 sq.ft. of office space to be constructed in Belmont and Redwood City prior to construction of mitigating roadway improvements, including a direct access to Island Parkway from Marine Parkway, and the project will generate increased volumes at the Marine parkway/Oracle Parkway(west) intersection by more than two percent during PM peak traffic hours; and,

Whereas, this increment represents a "significant adverse impact on intersection

operation based on significance criteria contained in the FEIR" (pg. 285); and,

Whereas, volumes above peak-hour signal-warrant criteria levels at the all-way-stop Oracle Parkway/Island Parkway intersection would occur without the planned roadway improvements and this would also be considered a significant effect; and,

Whereas, both of these traffic impacts would be short term, thereby leaving a possible gap of about one year between Phase One office construction and the time roadway improvements are completed; and,

Whereas, proceeding with the project and allowing completion of Phase One prior to completion of roadway improvements have several balancing and off-setting factors, including:

- Earlier of \$50,000 Improvements to the Sports Complex Park.
- Earlier completion of City Hall Earthquake Retrofit.
- Earlier completion of the New Police Facility.
- Earlier Funding of needed firefighting capabilities.
- Earlier completion of the last link of the Bay Trail in Island Park.
- Guarantee of funding for direct access to Island Park.
- Additional redevelopment revenue to assist in blight elimination.
- Additional funding for the Belmont School District.
- Provision of additional employment opportunities.
- Additional support for downtown businesses.

Whereas, the following project alternatives are infeasible due to the factors identified with each alternative below:

**Alternative A. No project**

Infeasible due to - not providing employment opportunities for highly trained workers and not a legal option pursuant to legally binding owner participation agreement, pursuant to section 15091(a)(3). Additionally, the economic benefits and the transportation improvements incorporated into the project would not occur. The City would then have no way of financing transportation improvements which will be needed with or without Oracle.

**Alternative B. Develop under current 175,000 sq.ft. entitlement.**

Infeasible due to - this project would create a significant traffic impact without the capability of generating sufficient funds to pay for needed long-term traffic improvements. Additionally, the economic benefits associated with the project would be significantly less. The City would then have no way of financing transportation improvements which will be needed with or without Oracle.

**Alternative C. Reduced 221,400 sq.ft. project.**

Infeasible due to - this project would create a significant traffic impact without

the capability of generating sufficient funds to pay for needed long-term traffic improvements. Additionally, the economic benefits associated with the project would be significantly less. The City would then have no way of financing transportation improvements which will be needed with or without Oracle. This alternative would also not provide sufficient employment opportunities for highly trained workers as demonstrated by the current under-supply of high tech office space in the area.

**Alternative D. Reduced 330,400 sq.ft. project.**

Infeasible due to - the project would, in and of itself, not be of sufficient size to generate funding for needed roadway improvements. This alternative would also not provide sufficient employment opportunities for highly trained workers as demonstrated by the current under supply of high tech office space in the area. The economic benefit to the community which would serve to generate income necessary to serve the Island Park area and pay for additionally needed interchange improvements would not be sufficient for this scaled down alternative.

**NOW, THEREFORE, BE IT RESOLVED, that the City Council hereby makes a finding of overriding consideration pursuant to Section 15093 and finds that the aforementioned economic and public safety benefits outweigh the significant unmitigated short-term traffic impacts.**

**NOW, THEREFORE, BE IT FURTHER RESOLVED, that a mitigation monitoring program is a condition of project approval and the custodian of records for these proceedings is the City Clerk of the City of Belmont located at City Hall 1070 Sixth Street, Belmont Ca 94002.**

OWNER PARTICIPATION AGREEMENT

AND

DEVELOPMENT AGREEMENT

by and among

THE BELMONT REDEVELOPMENT AGENCY

THE CITY OF BELMONT

ORACLE CORPORATION

and

ORACLE SHORES ASSOCIATES, LLC

Dated as of October 27, 1998

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**OWNER PARTICIPATION AGREEMENT  
AND  
DEVELOPMENT AGREEMENT**

This Owner Participation Agreement and Development Agreement (the "Agreement") is made as of October 27, 1998, by and among the BELMONT REDEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), the CITY OF BELMONT, a municipal corporation ("City"), ORACLE CORPORATION, a Delaware corporation ("Oracle"), and ORACLE SHORES ASSOCIATES, LLC, a California limited liability company ("OSA") (Oracle and OSA are collectively referred to herein as "Owner"). This Agreement affects the rights and obligations of the parties with respect to the development of a portion of the Island Park section of the City of Belmont.

**RECITALS**

A. Oracle Shores Associates owns the portion of the Property (as defined below) referred to as Parcel B-104 (as defined below). Oracle Corporation owns the balance of the Property. The Property is more particularly described in the attached Exhibit A. The Property is located within the City except for Parcel B-104, which is immediately adjacent to the City boundary but is located in the City of Redwood City. The portion of the Property in the City is also in the Project Area (as defined below) governed by the Redevelopment Plan.

B. Owner desires to develop the Property and, to that end, has prepared a Conceptual Development Plan for the Property providing for development of approximately 410,000 square feet of office uses on the Property.

C. The City has prepared an environmental impact report ("EIR") on the development proposed in the Conceptual Development Plan and on July 14, 1998, the City Council adopted Resolution No. 8304 certifying the EIR as complete in conformance with the California Environmental Quality Act ("CEQA").

D. On August 11, 1998, the City Council adopted on first reading Ordinance No. 935 (the "Plan Ordinance"). The Plan Ordinance amended the then existing conceptual development plan for the Property to replace it with the Conceptual Development Plan. The Plan Ordinance was approved on second reading on August 25, 1998, and became effective thirty days thereafter.

E. On August 11, 1998, the City Council approved Resolution No. 8329 adopting findings of overriding considerations for provisions of the Plan Ordinance, which permit the first phase of development of the Property as contemplated by the Conceptual Development Plan to go forward prior to the construction of certain public improvements.

F. The Plan Ordinance is conditioned on the Owner entering into an agreement with the Agency and the City setting forth their agreements regarding various financial and

development matters related to development of the Property. This Agreement is intended to satisfy that condition.

G. This Agreement is intended to provide benefits to the Owner on the one hand and the Agency and City on the other. For the Owner, this Agreement provides certainty as to the parameters of the development of the Property and the related public improvements. For the City and the Agency, this Agreement provides assurance that the Property will be developed in a manner that will benefit the citizens of the City through development of uses that will result in increased sales tax and property tax for the City and Agency and assurance that the public improvements including traffic improvements necessary to serve development of the Property will be constructed in conjunction with full development of the Property.

H. On September 15, 1998, the Planning Commission held a public hearing on this Agreement and adopted Resolution 1998-43 recommending to the City Council that this Agreement be approved.

I. The Agency is responsible under the California Community Redevelopment Law for implementing the Redevelopment Plan. The goals of the Redevelopment Plan include buildings consistent with the general plan of the City. This Agreement and the development of the Property in accordance with the Conceptual Development Plan will forward the goals of the Redevelopment Plan.

J. On October 20, 1998, the Agency Board considered this Agreement and adopted Resolution No. 313 approving this Agreement and authorizing the Executive Director to execute it on behalf of the Agency.

K. On October 20, 1998, the City Council considered this Agreement and adopted at first reading Ordinance No. 937 (the "DA/OPA Ordinance") approving this Agreement and authorizing the City Manager to execute it on behalf of the City. On October 27, 1998, the City Council adopted the DA/OPA Ordinance on second reading.

L. The Agency, City and Oracle had previously entered into an Owner Participation Agreement dated November 26, 1996. This Agreement is intended to supersede that earlier agreement.

NOW, THEREFORE, the Agency, the City and the Owner agree as follows:

#### **ARTICLE 1 DEFINITIONS AND EXHIBITS**

1.1 **Definitions.** Definitions. In addition to the terms defined elsewhere in this Agreement, the following capitalized words shall have the following meanings:

1.1.1 "Agency" shall mean the Belmont Redevelopment Agency, a public body corporate and politic, organized and existing pursuant to the California Community Redevelopment Law (Health and Safety Code Sections 33000, et seq.).

1.1.2 "Agency Board" shall mean the governing body of the Agency.

1.1.3 "Agreement" shall mean this Owner Participation Agreement and Development Agreement.

1.1.4 "Areawide Improvements" shall mean (i) the road improvements shown on the attached Exhibit B including intersection improvements to Marine Parkway, the construction of a partial cloverleaf interchange at the Ralston Avenue/101 interchange, and improvements to the northbound freeway on-ramp at the Ralston/101 interchange, and (ii) the northbound auxiliary lane on Highway 101 from the Ralston Avenue entrance.

1.1.5 "City" shall mean the City of Belmont, California, a municipal corporation, operating through its city council and its various departments.

1.1.6 "Conceptual Development Plan" shall mean the plan for the improvement of the Property approved by the City under Ordinance No. 935 which Conceptual Development Plan and exhibits thereto is attached to this Agreement as Exhibit E.

1.1.7 "Direct Access Improvements" shall mean the road improvements connecting Island Parkway with Marine World Parkway as shown and described in the attached Exhibit C. The Direct Access Improvements shall include bike lanes on the newly constructed portion of Island Parkway.

1.1.8 "Improvements" shall mean the improvements Owner is to develop on the Property pursuant to this Agreement, which improvements are to consist of four office buildings in the aggregate containing 410,000 square feet, other improvements on the Property including surface parking, parking structures, landscaping, and means of vehicular and pedestrian access to and circulation around the Property.

1.1.9 "Owner" shall mean Oracle Corporation, a Delaware corporation, and Oracle Shores Associates, LLC, a California limited liability company. Oracle Corporation owns 55% of the interests in Oracle Shores Associates, LLC.

1.1.10 "Parties" shall mean the Agency, City and Owner.

1.1.11 "Phase 1 Initial Permit Issuance Date" shall mean the date that the first construction permit is issued by the City for any work included in the Phase 1 Development.

1.1.12 "Phase 1 Site" shall mean that portion of the Property more particularly described in the attached Exhibit A and designated as Phase 1 on the map attached hereto as Exhibit A-1.

1.1.13 "Phase 2 Site" shall mean that portion of the Property more particularly described in the attached Exhibit A and designated as Phase 2 on the map attached hereto as Exhibit A-1.

1.1.14 "Project Area" shall mean the Los Costanos Redevelopment Project Area as more particularly described in the Redevelopment Plan.

1.1.15 "Property" shall mean the real property shown on the Conceptual Development Plan and more particularly described on Exhibit A attached hereto.

1.1.16 "Redevelopment Plan" shall mean the Los Costanos Community Development Plan, adopted by the City Council of the City of Belmont pursuant to the California Community Redevelopment Law by Ordinance No. 692, dated November 24, 1981, which original plan was amended and restated by the First Amended and Restated Los Costanos Community Development Plan by Ordinance No. 849 dated September 10, 1991, incorporated herein by reference, as it now exists or may hereafter be amended.

1.1.17 "Site Plan" shall mean the plan for the layout of the Improvements included as part of the Conceptual Development Plan and attached hereto as Exhibit D.

1.2 Exhibits. The following exhibits are attached to and incorporated into this Agreement:

Exhibit A - Property Description

Exhibit A-1 - Map of Property

Exhibit B - Areawide Improvements

Exhibit C - Direct Access Improvements

Exhibit D - Site Plan

Exhibit E - Conceptual Development Plan

Exhibit F - Phase 1 Areawide Improvements

Exhibit G - Parcel B-104 Deed Restriction

Exhibit H - Parking Plan

## ARTICLE 2 DURATION

The duration of this Agreement shall be for a term of twenty-five (25) years from the date the DA/OPA Ordinance becomes effective. If the DA/OPA Ordinance is subjected to referendum, this Agreement shall become effective only upon approval of the DA/OPA Ordinance at the referendum election.

**ARTICLE 3.**  
**SCOPE OF APPROVED PROJECT; CONCEPTUAL PLAN**  
**APPROVAL**

3.1 **Permitted Uses.** The permitted uses of the Property shall be those uses described in the Conceptual Development Plan. With respect to the office buildings to be developed on the Property as provided for in the Conceptual Development Plan, such buildings may include ancillary uses and facilities commonly associated with the headquarters complex of a high-technology company, including, without limitation, food service and dining facilities, employee lounges and common areas, personal service amenities for employees (such as a mail service location, satellite banking facility or ATMs, and laundry and dry-cleaning pick-up and delivery), classrooms and meeting rooms, software development and demonstration rooms, and technical support and service areas.

3.2 **Density, Height and Size of Development.** The maximum development density on the Property shall be 410,000 square feet of building space, as provided for in the Conceptual Development Plan. The Property shall be developed in two phases, as described below.

3.2.1 **Phase 1 Development.** Phase 1 shall consist of the integrated development of Lot 1 and Parcel B-104, as generally shown on the Site Plan. Phase 1 shall consist of the following improvements (the "Phase 1 Improvements"):

3.2.2.1 **Office Buildings.** The Phase 1 Improvements will include two four-story office buildings. Each office building will contain 87,500 square feet of space, for a total of 175,000 square feet of space in Phase 1. One office building is to be built on Lot 1 and one office building is to be built on Parcel B-104. Each building will have a rooftop mechanical penthouse. The rooftop mechanical penthouse shall be designed in a manner such that it will not be generally visible from ground level in the vicinity of the building and shall not be counted as part of the building square footage.

3.2.2.2 **Parking.** The parking ratio for the Phase 1 Improvements will be not less than three (3) parking spaces per 1,000 square feet of space in the Phase 1 office buildings, resulting in at least 525 parking spaces. Such parking will be provided by means of (i) a parking structure containing three levels of parking including a level at or near grade level, and (ii) grade level surface parking, as generally shown on the Site Plan. The parking structure will be located on Parcel B-104 and will contain approximately 330 parking spaces with the exact number of spaces to be determined by the approved Detailed Development Plan and the approvals of the City of Redwood City. The balance of the Phase 1 parking will be at grade level surface parking.

3.2.2.3 **Landscaping: Bay Trail.** The Phase 1 Improvements will include a landscaped plaza between the office buildings to be built on Lot 1 and Parcel B-104, as well as general landscaping throughout the balance of the Phase 1 Site. In addition, the Phase 1 Improvements will include the development of a pedestrian and bicycle trail within the

jurisdictional area of BCDC adjacent to the Belmont Slough that will be part of the Bay Trail network and will connect with the existing trail that runs along the Belmont Slough.

**3.2.3 Phase 2 Development.** Phase 2 shall consist of the integrated development of Lots 3 and 4 and the construction of a parking structure on Lot 5, as generally shown on the Site Plan. Phase 2 shall consist of the following improvements (the "Phase 2 Improvements"):

**3.2.3.1 Office Buildings.** The Phase 2 Improvements will include one six-story office building and one five-story office building on Lots 3 and 4. The six-story building will contain 132,480 square feet of space and the five-story building will contain 102,520 square feet of space, for a total of 235,000 square feet of space in Phase 2. Each building will have a rooftop mechanical penthouse. The rooftop mechanical penthouse shall be designed in a manner such that it will not be generally visible from ground level in the vicinity of the building and shall not be counted as part of the building square footage.

**3.2.3.2 Parking.** The Phase 2 Improvements will include a parking structure on Lot 5 containing four levels of parking including the level at or near grade level with a total of 472 parking spaces in the structure. Lots 3 and 4 will include surface parking for 293 cars, as generally shown on the Site Plan. In order to assure that the parking provided for in Article 7 below is available at the earliest possible time, the initial construction of the Phase 2 Improvements shall include the construction of 80 surface parking spaces. The initially constructed spaces may be permanent or temporary spaces made available until the permanent spaces are completed. If those initially constructed 80 spaces are permanent, they shall be the spaces closest to the City recreation facilities adjacent to Lots 3 and 4. If those 80 spaces initially are temporary spaces, they shall be located as close as possible to the City recreation facilities adjacent to Lots 3 and 4.

**3.2.3.3 Landscaping: Bay Trail.** The Phase 2 Improvements will include a water feature (reflecting pool), as generally shown on the Site Plan, as well as general landscaping throughout the balance of the Phase 2 Site. In addition, the Phase 2 Improvements will include the development of a pedestrian and bicycle trail on Lot 5 that will be part of the Bay Trail network and will connect with the existing trail that runs along the Belmont Slough.

**3.2.4 Detailed Development Plan.** The Site Plan is intended to be a general depiction of the layout of the Improvements. The final building locations, architectural details of the office buildings and parking structures, landscaping, plaza and water feature details, and the other site improvements for the Improvements will be shown on the Detailed Development Plan for the development of the Property that will be subject to review and approval by the City. The Detailed Development Plan shall be consistent with the Conceptual Development Plan and the terms of this Agreement. Provided the Detailed Development Plan is consistent with the Conceptual Development Plan and the terms of this Agreement, the City shall not disapprove the Detailed Development Plan or other subsequent discretionary permits or approvals because of aspects of the development that are consistent with the Conceptual Development Plan and this Agreement, including building height, building square footage, amount of parking, and scope of the Direct Access Improvements and Areawide Improvements. In addition, the City shall not condition approval of the Detailed Development Plan or other subsequent discretionary permits

or approvals on Owner making changes to the Detailed Development Plan that would make it inconsistent with the Conceptual Development or this Agreement or on construction of or payment of fees for City off-site public improvements and payments in addition to the improvements and payments contemplated by the Conceptual Development Plan and this Agreement. Except as provided in the previous sentence, in considering the Detailed Development Plan, the City may approve, disapprove or condition the Detailed Development Plan or other subsequent discretionary permits or approvals based on the specific design of the development as shown in the Detailed Development Plan including the matters specified in Performance Standards included in the Conceptual Development Plan and the standards that apply under the applicable City ordinances.

**3.2.5 Permits and Other Approvals.** The City agrees to cooperate and use the City's best efforts to accommodate the Owner in timely processing the Detailed Development Plan and building permit applications and other permits, applications and similar documents related to the development of the Property. The City shall also cooperate with Owner and assist Owner in obtaining the necessary permits and approvals that may be required from other governmental authorities for the development of the Property.

**3.3 Pedestrian Bridge.** The Conceptual Development Plan includes a bridge over the Belmont Slough to the land adjacent to Oracle Parkway for use by pedestrians, bicycles and small motorized service carts (the "Pedestrian Bridge"). The Pedestrian Bridge shall be subject to the following terms and conditions:

**3.3.1 Detailed Development Plan.** The desired location of the Pedestrian Bridge shall be shown on the Detailed Development Plan. Any change in the location of the Pedestrian Bridge following approval of the Detailed Development Plan shall require the City's approval, which approval shall not be unreasonably withheld. With respect to such potential change in the location of the Pedestrian Bridge, whether required in order to obtain the necessary government approvals, to keep the cost thereof within the parameters specified in Section 3.3.2, or otherwise, the parties acknowledge and agree that an acceptable alternative would be the modification of the existing Island Parkway bridge that spans the Belmont Slough south of Parcel B-104 to accommodate pedestrians and bicycles, as well as automobiles.

**3.3.2 Cost.** The maximum cost for the design and construction of the Pedestrian Bridge, exclusive of permit costs, shall be \$400,000 (the "Maximum Amount"), as that amount may be increased as provided hereinbelow. If the Pedestrian Bridge as approved by the applicable governmental authorities would cost more than the Maximum Amount, Owner shall not be required to construct the Pedestrian Bridge unless it could be redesigned or relocated to reduce the total cost thereof to an amount not in excess of the Maximum Amount, and in such case Owner shall endeavor in good faith to achieve such cost reduction. The Agency and Owner shall cooperate with the City in making good faith efforts to obtain funding for the construction of the Pedestrian Bridge and connecting pathways from sources other than Owner, the City or Agency ("Third Party Funds"). In the event the City is successful in obtaining Third Party Funds, the Maximum Amount shall be increased by the amount of such Third Party Funds in excess of \$150,000.

**3.3.3 Governmental Approvals.** The City, Agency and Owner recognize that construction of the Pedestrian Bridge will require the approval of the San Francisco Bay Conservation and Development Commission ("BCDC"), as well as other governmental agencies. The City, Agency and Owner shall cooperate in good faith to obtain approvals for the construction of the Pedestrian Bridge from all such applicable governmental authorities, including, without limitation, BCDC, the Army Corps of Engineers and the U.S. Coast Guard. Owner shall not be required to construct the Pedestrian Bridge unless it can obtain all such necessary governmental approvals subject only to conditions as shall be acceptable to Owner in its reasonable judgment (provided, however, that in no event shall the cost of the Pedestrian Bridge, including any costs associated with the satisfaction of any such conditions of approval, exceed the Maximum Amount). Notwithstanding anything hereinabove to the contrary, the obligation of the Owner to construct the Pedestrian Bridge shall terminate (i) if the governmental approvals specified hereinabove cannot be obtained within two (2) years after completion of the Phase 2 Improvements, or (ii) if the cost of the Pedestrian Bridge as approved exceeds the Maximum Amount and either (A) the Pedestrian Bridge cannot be redesigned or relocated to reduce the costs thereof to the Maximum Amount, or (B) Third Party Funds or funds provided by the City or the Agency are not available to increase the Maximum Amount to cover the cost of the Pedestrian Bridge, in either case within such two year time period, provided, however, that the parties shall extend the date for termination of Owner's obligation to construct the Pedestrian Bridge if it is reasonably probable that the Pedestrian Bridge can be constructed during the period of extension. If that obligation is terminated, then within thirty (30) days following the date of termination, the Owner shall pay to the City the sum of \$250,000 which the City shall use only for bicycle and pedestrian related improvements in the Island Park area; provided, however, that if the Owner satisfies the requirements of this Section 3.3 regarding the Pedestrian Bridge (including, without limitation, the possible alternative described in Section 3.3.1), the Owner shall not be required to make any payment to the City under this Section 3.3.3 regardless of the cost to the Owner of satisfying such requirement.

**3.3.4 Construction.** The Pedestrian Bridge shall be constructed as part of the development of the Phase 1 Improvements, if the conditions specified in Sections 3.3.2 and 3.3.3 above have been satisfied by the time Owner is prepared to proceed with the construction of the Phase 1 Improvements. If such conditions have not then been satisfied, the obligation to construct the Pedestrian Bridge shall be a continuing obligation of Owner with respect to the Phase 2 Improvements and, in any case, Owner shall construct the Pedestrian Bridge within eighteen (18) months following the satisfaction of such conditions, but subject in any event to the expiration of the time period specified in Section 3.3.3. In the event the Phase 2 Improvements are completed prior to the satisfaction of the conditions specified in Sections 3.3.2 and 3.3.3, Owner shall post a bond or other form of security reasonably acceptable to the City securing such continuing obligation of Owner to construct the Pedestrian Bridge.

**3.3.5 Ownership and Use of Pedestrian Bridge.** The Pedestrian Bridge shall be owned and maintained by Owner or by the Centrum Owner's Association or the Island Park Owner's Association or by an entity created by Owner for the ownership and maintenance thereof. The Pedestrian Bridge shall be available for use by the public, subject to such reasonable rules as the owner thereof may impose. At the discretion of Owner, Owner may enter into a Reciprocal Easement and Maintenance Agreement for the Pedestrian Bridge, which

agreement shall, among other things, allocate the costs of maintaining the Pedestrian Bridge between the parcel owners on each side thereof.

3.4 Island Parkway Pedestrian Pathway. The City will not require Owner to construct a pedestrian pathway beneath Island Parkway connecting Parcel B-104 with the City's sports complex adjacent to Lots 3 and 4. However, the parties recognize that other governmental agencies with jurisdiction over particular aspects of the development of the Property may require construction of such a pedestrian pathway. If so required, such pedestrian pathway shall be designed to City specifications to minimize maintenance expenses and risk of crime and vandalism.

3.5 Relationship of Development Phases to Traffic Improvements. Owner may commence and complete construction of the Phase 1 Improvements regardless of whether the Areawide Improvements have been approved, fully funded or are under construction. Owner may commence construction of the Phase 2 Improvements only if and when the Direct Access Improvements and the Areawide Improvements have been approved and funded and contracts have been let for the construction thereof.

3.6 Parcel B-104. The parties acknowledge that Parcel B-104 lies within the boundaries of the City of Redwood City and will not be annexed to the City. The following terms pertain to Parcel B-104:

3.6.1 Vacation of Buffer. Upon the occurrence of the Phase 1 Initial Permit Issuance Date, the City shall permanently vacate the strip of land owned by the City that runs between Parcel B-104 and Island Parkway, or, alternatively, if Owner so requests, grant Owner access easements over that strip of land. Owner, however, shall pay all costs of improvements necessary to use the point(s) of access from Island Parkway to Parcel B-104 as shown on the approved Detailed Development Plan for the Phase 1 Improvements. In addition, the City shall provide to Parcel B-104 and the improvements thereon all of those municipal sewer and water services that are requested by Owner (or the City of Redwood City) to the extent such services are customarily provided to commercial properties or the owners or users of commercial properties within the boundaries of the City. Any additional municipal services that the Owner or the City of Redwood City desire that the City provide to Parcel B-104 may be provided by agreement between the City and the Owner or Redwood City, provided, however, that the foregoing is not intended to modify any existing or future mutual aid agreements or arrangements between the City and Redwood City.

3.6.2 Deed Restrictions. Promptly following the execution of this Agreement, the Owner, Agency and City shall execute and record with respect to Parcel B-104 a private restriction on the future development of Parcel B-104, which restriction shall limit development on Parcel B-104 to 87,500 square feet of building with no more than four stories and a rooftop mechanical penthouse meeting the requirements of Section 3.2.2.1 above, and a parking structure containing approximately 330 parking spaces with the exact number of spaces to be determined by the approved Detailed Development Plan and the approvals of the City of Redwood City. Such restriction shall be in form and substance as the attached Exhibit G.

3.6.3 **No Revenue Sharing Requirement.** Notwithstanding the provision of municipal services to Parcel B-104 by the City as provided in Section 3.6.1 above, there shall be no requirement that the City of Redwood City enter into an agreement with the City for the sharing of property tax or other revenues attributable to the improvements to be constructed on Parcel B-104 that are payable to the City of Redwood City, and the City of Redwood City shall be entitled to collect and retain such revenues.

3.6.4 **Design Review; Building Permits.** The parties acknowledge that the portion of the Phase 1 Improvements to be constructed on Parcel B-104 will require design review approval by the City of Redwood City and building permits issued by the City of Redwood City as well as design review approval from the City. The City and the Agency agree to cooperate with Owner in obtaining such approvals and permits from the City of Redwood City as may be required for the development of Parcel B-104 as part of the Phase 1 Improvements and to coordinate reviews and approvals of the City and the City of Redwood City.

3.7 **Development of Project.** The Owner shall have the right to develop the Property in accordance with, and subject to, the terms of this Agreement and the Conceptual Development Plan; and such right shall be fully vested and shall not be limited, abridged or impaired by any subsequent change in the Redevelopment Plan or the City's general plan or zoning ordinances conflicting with the Conceptual Development Plan or this Agreement. For purposes of this Section 3.7, a change will be deemed to conflict with the Conceptual Development Plan or this Agreement if it:

(i) Limits or reduces the maximum density of development on the Property below the maximum allowed under the Conceptual Development Plan.

(ii) Limits City public services to the Property to an extent that development of the Property in accordance with the Conceptual Development Plan cannot occur.

(iii) Except as set forth in Section 3.5, limits or controls in any manner the timing or phasing of the construction or development of the Property through the imposition of quotas, moratoria or similar devices

(iv) Except as set forth in Section 3.5, limits the processing or procuring of applications for or approvals for development of the Property.

3.8 **Building Codes.** Notwithstanding any other provision of this Agreement, the City may from time to time apply to development on the Property the then – current California Building Standards Code and other uniform construction codes which the City has adopted.

#### **ARTICLE 4.** **INITIAL PAYMENTS**

4.1 At or prior to the Phase 1 Initial Permit Issuance Date, Owner shall make the following payments to the City set forth below.

4.1.1 Discretionary Use Payment. Owner shall pay the City the sum of One Million Dollars (\$1,000,000), which funds may be used by the City for any municipal purpose as determined in the discretion of the City (the "Discretionary Use Payment"). The Discretionary Use Payment shall be repaid to Owner over time as provided in Section 8.1 below.

4.1.2 Fire District Payment. Owner shall pay the Belmont Fire Protection District the sum of Five Hundred Thousand Dollars (\$500,000) as a contribution towards the capital cost of providing fire protection services. If for any reason Owner is not able to proceed with the Phase 2 Improvements as approved in the Conceptual Development Plan, and if at any time in the future Owner or any successor owner of the Phase 2 Site, or any portion thereof, seeks approval for development of the Phase 2 Site, or any portion thereof, the City and Agency agree that the approval of any such proposed development will not be conditioned in any way upon any payment for any additional fire fighting equipment or any fire station or similar improvements or upon any in-kind contribution of any fire fighting equipment. The foregoing agreement on the part of the City and the Agency shall survive the termination of this Agreement.

4.1.3 Park Improvements Payment. Owner shall pay the City the sum of Fifty Thousand Dollars (\$50,000) for improvements to the City's sports complex. The City will advise Owner as to the nature of such improvements proposed by the City.

## ARTICLE 5.

### DIRECT ACCESS IMPROVEMENTS AND FUNDING

5.1 Description of Direct Access Improvements. The Direct Access Improvements are shown and described on Exhibit C attached hereto.

5.2 Funding for Direct Access Improvements. The City and Owner shall provide a total of Four Million Dollars (\$4,000,000) for construction of the Direct Access Improvements, as follows:

5.2.1 Segregated Account. The City shall establish and maintain a segregated interest-bearing account or accounts with a responsible financial institution reasonably approved by the Owner to hold the contributions of the City and Owner for the construction of the Direct Access Improvements (the "Direct Access Improvements Account"). The funds in the Direct Access Improvements Account shall not be commingled with any other funds. Interest on the funds in the Direct Access Improvements Account shall be retained in the Direct Access Improvements Account or disbursed as provided below. The City may draw upon the funds in the Direct Access Improvements Account from time to time in accordance with the provisions of Section 5.4 to pay for the Costs of Construction (as defined below) of the Direct Access Improvements.

5.2.2 Basic Contribution. At or prior to the Phase 1 Initial Permit Issuance Date, the City and Owner shall each deposit One Million Dollars (\$1,000,000) into the Direct Access Improvements Account (said total of \$2,000,000 being referred to herein as the "Basic Contribution"). All interest earned on the Basic Contribution shall be retained in the Direct

Access Improvements Account and shall become part of the Basic Contribution and shall be applied to the Costs of Construction of the Direct Access Improvements.

**5.2.3 Additional Contributions by Owner.** At or prior to the Phase 1 Initial Permit Issuance Date, in addition to Owner's portion of the Basic Contribution, Owner shall deposit with the City the additional sum of Two Million Dollars (\$2,000,000) (the "Owner's Additional Contribution"), which Owner's Additional Contribution may be in cash or in the form of a letter of credit. If the Owner's Additional Contribution is made in cash, such funds shall be held in the Direct Access Improvements Account and all interest earned on Owner's Additional Contribution shall be paid to Owner from time to time (but not less frequently than quarterly). If the Owner's Additional Contribution is made in the form of a letter of credit, the letter of credit shall be irrevocable, from a responsible financial institution reasonably approved by the City, and permit the City to draw on the letter of credit if it has not been renewed within thirty (30) days prior to its expiration date, or if the City reasonably expects the construction of the Direct Access Improvements to commence within thirty (30) days following the draw. If and when the letter of credit is drawn by the City, the funds shall be deposited in the Direct Access Improvements Account.

**5.2.4 Application of Funds.** Funds drawn from the Direct Access Improvements Account and applied to the Costs of Construction of the Direct Access Improvements shall be deemed to first be drawn from the Basic Contribution until the Basic Contribution (including any interest earned thereon) has been fully expended and shall then be drawn from the Owner's Additional Contribution. Upon completion of the Direct Access Improvements, the City shall refund to Owner any portion of the Owner's Additional Contribution that has not been expended for the Direct Access Improvements; and, if upon completion of the Direct Access Improvements, any portion of the Basic Contribution has not been expended, such unexpended amount shall be refunded one-half to the City and one-half to the Owner.

### **5.3 Planning and Construction of Direct Access Improvements.**

**5.3.1 Preliminary Engineering and Approvals.** It is the intention of the parties hereto that the Direct Access Improvements will be constructed generally at the same time as the Areawide Improvements. Accordingly, the parties hereby agree that promptly following the execution of this Agreement they shall initiate the process of seeking approval of construction of the Direct Access Improvements from the California Department of Transportation ("CalTrans") and other necessary governmental authorities. As part of the process of obtaining such approvals, the parties shall undertake such design and engineering studies for the Direct Access Improvements as may be required, and funds held in the Direct Access Improvements Account shall be utilized for such design and engineering work. The parties shall jointly select the engineer for the design of the Direct Access Improvements, and the design of the Direct Access Improvements must be approved by both the City and the Owner, which approval shall not be unreasonably withheld.

**5.3.2 Construction of Direct Access Improvements.** If and when the Direct Access Improvements are approved by CalTrans and any other required governmental authorities, the City shall promptly complete any remaining design and the engineering work for

the Direct Access Improvements, subject to review and approval by the Owner. Thereafter, the City shall proceed to award the contract for construction of the Direct Access Improvements in accordance with the City's bid procedures for public improvements, and such work shall be coordinated with the construction of the Areawide Improvements, if and to the extent feasible, to obtain the most efficient and economical construction of such improvements.

**5.3.3 Approval of Excess Costs.** In no event shall the City award a contract for construction of the Direct Access Improvements if the cost thereof would cause the total Costs of Construction for the Direct Access Improvements to exceed the total amount of the Basic Contribution plus the Owner's Additional Contribution (such amount in excess of the total of the Basic Contribution plus the Owner's Additional Contribution being referred to herein as the "Excess Amount"), without the prior written consent of Owner in Owner's sole discretion, provided, however, that Owner shall approve an Excess Amount if it does not exceed One Million Dollars (\$1,000,000). If Owner approves the Excess Amount, Owner shall make an additional deposit in the Direct Access Improvements Account equal to the amount thereof, which funds shall be used to pay for the Costs of Construction of the Direct Access Improvements and shall be deemed to be part of the Owner's Additional Contribution. If the Owner does not approve the Excess Amount, then notwithstanding any other provision of this Agreement, Owner may not proceed with the development of the Phase 2 Improvements pursuant to this Agreement or any City approvals for the Phase 2 Improvements.

**5.4 Payment for Direct Access Improvements.** The costs of construction of the Direct Access Improvements (the "Costs of Construction") shall consist of all soft and hard costs related thereto, including all engineering and design fees and costs for the Direct Access Improvements, consultants fees and costs, insurance, permit fees, if any, administration of contracts, payments and construction and other soft costs, as well as the cost of the actual construction of the Direct Access Improvements; provided, however, that the Costs of Construction shall not include, and funds in the Direct Access Improvements Account shall not be used for, general administration or overhead expenses of the City, the Agency, or Oracle or preliminary engineering costs incurred by Oracle prior to the date of this Agreement. The City shall be entitled to draw upon the funds in the Direct Access Improvements Account to pay for Costs of Construction of the Direct Access Improvements as and when due; provided, however, that the City shall not draw upon any funds in the Direct Access Improvements Account to pay for the Costs of Construction of the Direct Access Improvements (other than any necessary design and engineering costs and costs related thereto) unless the City and Owner are reasonably satisfied that the Direct Access Improvements and the Areawide Improvements will be constructed at or about the same time. Satisfaction of this condition may be evidenced by execution of construction contracts for the Direct Access Improvements and Areawide Improvements or such other evidence the City and Owner find acceptable. The City shall provide periodic reports to the Owner (not less than quarterly, and more frequently if reasonably requested by the Owner but in no event more often than monthly) in reasonable detail setting forth the date, amount, payee and purpose of each draw from the Direct Access Improvements Account.

**5.5 Additional Construction Costs.** If the funds in the Direct Access Improvements Account are insufficient to pay the Costs of Construction because of change orders or other changes in circumstances which increase Costs of Construction, the Owner shall deposit the

additional amount necessary to pay the Costs of Construction in the Direct Access Improvements Account. Such deposit shall be deemed part of the Owner's Additional Contribution. The City shall submit to Owner for approval change orders or other contracts or work orders which will or are likely to necessitate Owner's deposit of additional amounts to the Direct Access Improvements Account pursuant to this Section 5.5. The Owner shall not unreasonably withhold its approval of such change orders, other contracts or work orders.

**5.6 Inability to Construct Direct Access Improvements.** If the Direct Access Improvements cannot be constructed because of the inability to obtain funding for the Areawide Improvements or approvals for the Areawide Improvements or Direct Access Improvements, Owner's disapproval pursuant to Section 5.3.3 of an Excess Amount, or for any other reasons outside the control of the parties, the funds in the Direct Access Improvements Account shall be used to pay the construction costs including land acquisition for the Phase 1 Areawide Improvements which improvements are shown on the attached Exhibit F. The Phase 1 Areawide Improvements shall be designed and constructed following the process set forth above for the Direct Access Improvements. Upon completion of the Phase 1 Areawide Improvements, any funds remaining in the Direct Access Improvements Account shall be refunded to the City and Owner as follows: If more than \$1 million has been expended from the Direct Access Improvements Account, any funds remaining in the Direct Access Improvements Account shall be refunded to Owner. If less than \$1 million has been expended from the Direct Access Improvements Account, an amount equal to the difference between the amount expended and \$1 million and an amount equal to the interest earnings on that difference shall be refunded to the City and the balance of the funds remaining in the Direct Access Improvements Account shall be refunded to Owner.

Notwithstanding anything to the contrary in this Agreement, Owner may commence construction of the Phase 2 Improvements pursuant to this Agreement or any City approvals for the Phase 2 Improvements only if and when the Direct Access Improvements and the Areawide Improvements have been approved and funded and contracts have been let for the construction thereof.

## **ARTICLE 6. SALES TAX PAYMENTS**

**6.1 Definitions.** For the purposes of this Article 6, the defined terms set forth below shall have the following meanings:

**6.1.1 "Minimum Sales Tax Amount"** shall mean One Million Dollars (\$1,000,000). In the event the Agency or the City provides funds for the Pedestrian Bridge pursuant to clause (B) at the end of Section 3.3.3 above (as opposed to any Third Party Funds), the Minimum Sales Tax Amount shall be increased by an amount equal to the lesser of (x) \$150,000 or (y) the amount of such Agency or City funds.

**6.1.2 "Sales Tax"** shall mean the amount of sales and use tax received by the City (net of amounts paid to the State of California or other agencies) for or in connection with

(x) the sale or lease of products or services by Owner or an entity owned or controlled by Owner, (y) restaurant or cafeteria sales and other business sales from restaurants and businesses not owned by Owner or an entity owned or controlled by Owner but located in office buildings owned by Owner or an entity owned or controlled by Owner, provided that it is reasonably possible to determine the amount of such restaurant, cafeteria or other business sales tax, and (z) the construction of the Improvements on the Property to the extent Owner self-accrues sales tax. The Parties acknowledge that sales and use taxes are collected by the State of California Board of Equalization and then distributed to the City. In the event subsequent audits of Sales Tax result in subsequent increases or decreases in Sales Tax, such subsequent increases or decreases shall be taken into account for the purposes of this Article 6. Owner shall provide City with sales tax permit number, business name and address for each entity for which it is claiming sales tax. By April 1 of each year, Owner shall provide the City with any changes concerning the entities for which it is claiming sales tax.

6.1.3 "Excess Sales Tax" shall mean (i) during the period commencing January 1, 1999, and continuing until the time the Minimum Sales Tax Amount has been paid in full, the amount of Sales Tax in excess of \$100,000 that the City receives in any calendar year, and (ii) from and after the year in which the Minimum Sales Tax Amount has been paid in full, the entire amount of Sales Tax the City receives in any calendar year.

6.2 Annual Sales Tax Payments. Beginning with the calendar year commencing January 1, 1999, and continuing in each subsequent calendar year until the City has received the Minimum Sales Tax Amount by payments pursuant to this Section 6.2 or by the City's receipt of Sales Tax, the Owner shall pay to the City an amount calculated as follows: the annual amount to be paid shall be \$100,000 less the Sales Tax the City received for the calendar year for which the payment is to be made. So long as there is a City Payment Amount (as defined in Section 8.1 below) that remains outstanding, then in any calendar year, the amount credited against the Minimum Sales Tax Amount shall not exceed \$100,000, even if the City receives a greater amount of Sales Tax in that calendar year. If there is no City Payment Amount remaining outstanding, then in any calendar year, all the Sales Tax that the City receives in that year shall be credited against the Minimum Sales Tax Amount. If the Sales Tax the City receives for a particular calendar year is \$100,000 or more, no payment shall be required to be made for such calendar year pursuant to this Section 6.2; and, in such case, payments of Excess Sales Tax shall be made as provided in Section 8.1. Any payment required to be made pursuant to this Section 6.2 shall be made within sixty (60) days following the date the City provides the Owner the accounting specified in Section 6.3 below. Owner shall comply with applicable State law concerning payment and calculation of Sales Tax.

6.3 Accounting. Within seven (7) months after the end of each calendar year beginning with the calendar year commencing January 1, 1999, and continuing through the calendar year in which the City has made all of the payments required under Section 8.1, the City shall prepare an accounting indicating the Minimum Sales Tax Amount paid to date, the remaining Minimum Sales Tax Amount to be paid (until the Minimum Sales Tax Amount has been paid in full), the amount of Sales Tax the City received in the previous year, the amount of any payment required for the previous year pursuant to Section 6.2, the amount of Excess Sales Tax, if any, the City received in the previous calendar year, the amount of Excess Sales Tax paid

to Owner in the previous calendar year pursuant to Section 8.1, and the outstanding balance of, and accrued but unpaid interest on, the City Payment Amount provided for in Section 8.1. The accounting shall be supported by appropriate back-up data and records including sales tax information obtained from the State Board of Equalization which supporting data shall be made available for Owner's review at Owner's request. To facilitate the City's accounting, Owner shall permit the City to inspect on a confidential basis copies of sales tax returns that Owner files with the State Board of Equalization pertaining to sales in the City.

6.4 Other Tax Payments. Nothing in this Article 6 or otherwise set forth in this Agreement shall relieve Owner of paying or collecting any fee or tax that Owner is obligated to pay or collect under state law; City and County ordinances implementing state law, or City ordinance, regulation or policy.

6.5 Obligation Does Not Burden the Property. The obligations under this Article 6 are solely those of Owner and are not intended to run with or burden the Property. No successor to Owner as owner or holder of any interest in the Property or any portion thereof shall have any obligation pursuant to this Article 6.

## ARTICLE 7 RECREATIONAL FACILITY PARKING

Owner shall make parking available on the Lots 3-5 site for use in conjunction with the City's sports complex adjacent to the Lots 3-5 site. The parking shall be made available on the following basis: All surface parking shall be available after 5 p.m. on weekdays and all day on weekends and those holidays that are holidays for Owner's employees. In addition, at least 40 surface spaces shall be made available on an exclusive basis after 4 p.m. on weekdays and 80 surface spaces shall be made available on an exclusive basis after 5 p.m. on weekdays. As required under the Conceptual Development Plan, the exclusive spaces shall those spaces located closest to the City's sports complex and shall generally be in accordance with the parking plan attached hereto as Exhibit H. The Owner shall develop a parking management plan setting forth the procedures that will be utilized by Owner to implement the foregoing parking requirements. Owner shall enter into a recordable easement agreement to provide for the parking set forth in this Article 7 which easement agreement shall be reasonably acceptable to Owner and the City, and the parties shall cancel the existing parking and access easements applicable to the Property.

## ARTICLE 8 CITY'S REPAYMENT OBLIGATIONS

8.1 City Payments to Owner.

8.1.1 Payment Obligation. In consideration for Owner making the \$1,000,000 payment specified in Section 4.1 and Owner's funding of the Owner's Additional Contribution as provided in Section 5.2.3, Section 5.3.3 and Section 5.5, the City shall pay to Owner the following sums:

8.1.1.1 One Million Dollars (\$1,000,000) plus simple interest on the unpaid balance thereof at a rate which shall float at the State of California Local Agency Investment Fund Rate (the "LAIF Rate"), such interest to accrue from the date Owner makes the payment specified in Section 4.1 until the Owner is fully paid pursuant to Section 8.1.2.

8.1.1.2 The amount of the Owner's Additional Contribution (including amounts deemed to be an Owner's Additional Contribution pursuant to Section 5.3.3 or Section 5.5) drawn from the Direct Access Improvements Account, if any, (including, if applicable, any portion of the Owner's Additional Contribution used for Phase 1 Areawide Improvements pursuant to Section 5.6) plus simple interest on the unpaid balance thereof at a rate which shall float at the LAIF Rate, such interest to accrue from the date each draw is made from such portion(s) of the Owner's Additional Contribution until the Owner is fully repaid pursuant to Section 8.1.2.

The sums described in Sections 8.1.1.1 and 8.1.1.2 shall be referred to as the "City Payment Amount."

8.1.2 Annual Payments. The payments to be made by the City pursuant to this Section 8.1 shall be made annually on or before September 1 of each year, commencing on September 1 of the calendar year following the first calendar year in which there is Excess Sales Tax. The amount of each such annual payment shall be the entire amount of Excess Sales Tax for the calendar year ending prior to the payment date. The payments pursuant to this Section 8.1 shall be payable only to the extent the City receives Excess Sales Tax. Any amount paid shall be applied first against accrued but unpaid interest and then to reduce the outstanding balance of the City Payment Amount. If the City Payment Amount has not been repaid within twenty (20) years following the Phase 1 Initial Permit Issuance Date, or, if the amount expended from the Direct Access Improvements Account for Costs of Construction exceeds \$4 million, twenty-five (25) years following the Phase 1 Initial Permit Issuance Date, the City shall have no further obligation to make payments pursuant to this Article 8, and the City's obligation to Owner pursuant to this Article 8 shall be deemed cancelled.

8.2 Benefits Personal to Owner. The obligations of the City under Section 8.1 are for the benefit of and are personal to the Owner and are not intended to run with or benefit the Property or any portion thereof. Such obligations shall remain in full force and effect and shall be enforceable by Owner until paid in full notwithstanding any sale or transfer by Owner of all or any portion of the Property.

**ARTICLE 9**  
**RESTRICTIONS ON PROPERTY**

**9.1 Use of the Property.** So long as the Redevelopment Plan is in effect, Owner shall use the Property for office uses and ancillary uses, facilities and amenities such as employee cafeteria and recreation facilities, conference rooms and data and technical services areas or for other uses consistent with the Redevelopment Plan and the General Plan.

**9.2 Prohibition on Discrimination.** Owner covenants for itself and its successors and assigns that:

(a) There shall be no discrimination against or segregation of a person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, ancestry, or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees or vendees in the Property. The foregoing covenant shall run with the land; and

(b) In the sale, lease or occupancy of the Property, Owner shall not effect or execute any agreement, lease, conveyance of other instrument whereby the Property, or any part thereof, is restricted upon the basis of race, color, creed, religion sex, sexual orientation, marital status, ancestry, or national origin. Owner, its successors and assigns, shall comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, color, creed, religion, sex, sexual orientation, marital status, ancestry, or national origin.

**ARTICLE 10**  
**REMEDIES**

It is understood between the parties that in the event a breach of this Agreement occurs, irreparable harm is likely to occur to the non-breaching party and damages may be an inadequate remedy. To the fullest extent permitted by law, therefore, it is expressly recognized that specific enforcement of this Agreement is a proper and desirable remedy. If legal action by any party hereto or any successor is brought because of any breach or alleged breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and related expenses.

Nothing herein shall prevent either party from pursuing any other remedy legally available to it for enforcement of this Agreement, provided, however, in no event shall any party be entitled to damages or compensation by reason of a breach of Article 3 of this Agreement.

**ARTICLE 11**  
**GENERAL PROVISIONS**

**11.1 Notices, Demands and Communications.** Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the principal offices of the Parties as follows:

Agency or City: Belmont Redevelopment Agency  
1070 6th Avenue  
Belmont, California 94002  
Attention: Executive Director/City Manager

Owner: Oracle Corporation  
500 Oracle Parkway, Box 659506  
Redwood Shores, California 94065  
Attention: Corporate Treasurer

With a copy to: Oracle Corporation  
500 Oracle Parkway, Box LGN-2  
Redwood Shores, California 94065  
Attention: Director of Headquarters Real Estate

Such written notices, demands and communications may be sent in the same manner to such other addresses as the affected Party may from time to time designate by mail as provided in this Section 11.1. Delivery shall be deemed to have occurred at the time indicated on the receipt for delivery or refusal of delivery.

**11.2 Non-Liability of Specified Representatives.** No member, official, employee or agent of the Agency or the City shall be personally liable to the Owner, or any successor in interest, in the event of any default or breach by the Agency or the City or for any amount which may become due to the Owner or on any obligation under the terms of this Agreement. No officer, employee or agent of the Owner shall be personally liable to the Agency, the City, or any successor in interest, in the event of any default or breach by the Owner or for any amount which may become due to the Agency or the City or on any obligation under the terms of this Agreement.

**11.3 Estoppel Certificates.** Any party to this Agreement shall, promptly upon the request of any other party, execute, acknowledge and deliver to or for the benefit of any other party, at any time, from time to time, promptly upon request, its certificate certifying (1) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, that this Agreement is in full force and effect, as modified, and stating the modifications), (2) whether there are then existing any defaults on the part of the party requesting the certificate known to the party delivering the certificate in the performance or observance of any agreement, covenant or condition hereof to be performed or observed and whether any notice has been given of any

default which has not been cured (and, if so, specifying the same), and (3) any other matters reasonably requested.

#### 11.4 Periodic Review.

11.4.1 Annual Review. City and Owner shall review all actions taken pursuant to the terms of this Agreement once annually, within sixty (60) days before each anniversary of the Effective Date, unless the City and Owner agree in writing to conduct the review at another time.

11.4.2 Owner's Submittal. Within ninety (90) days before each anniversary of the Effective Date, Owner at its option may submit a letter ("Compliance Letter") to the City describing Owner's compliance with the terms of this Agreement during the preceding year. The Compliance Letter shall include a statement that the Compliance Letter is submitted to City pursuant to the requirements of Government Code Section 65865.1. If Owner does not submit a Compliance Letter, a Compliance Letter reporting no material noncompliance events or conditions shall be deemed to have been submitted on the Owner's behalf on the 90th day prior to the anniversary date of the Effective Date.

11.4.3 City's Findings. Within thirty (30) days after receipt or constructive receipt of each Compliance Letter, the City shall determine whether, for the year under review, Owner has demonstrated good faith substantial compliance with the terms of this Agreement. If the City finds and determines that Owner has complied substantially with the terms of this Agreement, or does not determine otherwise within sixty (60) days after delivery of the Compliance Letter, the annual review shall be deemed concluded and this Agreement shall remain in full force and effect. Upon a determination of compliance, the City shall issue at Owner's request a recordable certificate confirming Owner's compliance through the year(s) under review. Owner may record the certificate with the San Mateo County Recorder's Office. If the City initially determines a Compliance Letter to be inadequate in any respect, the City shall provide written notice to that effect to Owner. Owner shall have the right to submit information pertaining to the issues raised. If, after a duly noticed public hearing thereon, the City finds and determines, on the basis of substantial evidence, that Owner has not complied substantially in good faith with the terms of this Agreement for the year under review, the City shall give written notice thereof to Owner specifying the noncompliance. If Owner fails to cure the noncompliance within a reasonable period of time established by the City, the City, in its discretion, may (a) grant additional time for Owner's compliance or, following a public hearing on the matter, (b) modify this Agreement to the extent necessary to remedy or mitigate Owner's noncompliance, or (c) pursue other legal remedies allowed by law and this Agreement.

11.5 Certificate of Satisfaction. After completion of the development of the Property or any Phase thereof, the City, upon request by the Owner, shall execute in recordable form and deliver to the Owner an instrument certifying that the Owner has satisfied all of Owner's obligations under this Agreement to the date of such certification with respect to the development of the Property or the applicable Phase thereof.

11.6 Obligation of Owner. The obligations of Oracle Corporation ("OC") and Oracle Shores Associates, LLC ("OSA") shall be joint and several for all obligations relating to Parcel

B-104, except that the financial obligations of Owner under this Agreement shall be performed by OC, and OSA shall not have liability for those financial obligations. OC has a contract to purchase Parcel B-104 from OSA. Upon conveyance of Parcel B-104 to OC, OC shall be deemed to have assumed OSA's obligations under this Agreement and OSA shall be released from liability under this Agreement.

11.7 **Transfers.** Promptly following the transfer of any portion of the Property, the Owner shall notify the City of the name and address of the transferee and the portion of the Property so transferred. If Owner transfers the Phase 1 Site or any portion thereof following the completion of the Phase 1 Improvements, then the transferee shall have no obligations under this Agreement except as set forth in Article 9 of this Agreement and the deed restriction on Parcel B-104 attached hereto as Exhibit G. If Owner transfers the Phase 2 Site or any portion thereof following the completion of the Phase 2 Improvements and the Direct Access Improvements, then the transferee shall have no obligations under this Agreement except as set forth in Article 7 of this Agreement, the easement agreement contemplated by Article 7, and Article 9 of this Agreement. Except as provided in Section 11.6, a transfer of the Property or a portion thereof shall not relieve Owner of its obligations under this Agreement unless the City and Agency consent to the transfer in writing and the transferee by instrument acceptable to the City and Agency agrees to assume the obligations of the Owner under this Agreement.

11.8 **Administrative Expenses.** When the City undertakes tasks pursuant to this Agreement for which it does not otherwise reimburse through application or permit fees or reimbursement for the Costs of Construction, the City may charge Owner for the reasonable administrative costs of undertaking those tasks which charges shall not exceed \$1,000 per year. Owner shall pay the City for such costs within thirty (30) days following receipt of a bill from the City.

11.9 **Title of Parts and Sections.** Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of its provision.

11.10 **Severability.** If any term, provision, covenant or condition of this Agreement is held in a final disposition by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

11.11 **Legal Actions.** In the event any legal action is commenced to interpret or to enforce the terms of this Agreement or to collect damages as a result of any breach thereof, the Party prevailing in any such action shall be entitled to recover against the Party not prevailing all reasonable attorneys' fees and costs incurred in such action.

11.12 **Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party.

11.13 Parties Not Co-Venturers. Nothing in this Agreement is intended to or does establish the Parties as partners, co-venturers, or principal and agent with one another.

11.14 Entire Understanding of the Parties. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the development of the Property and the financial obligations of the Parties as specified herein.

11.15 Standard of Approvals. Any consents or approvals required under this Agreement shall not be unreasonably withheld or made, except where it is specifically provided that a sole discretion standard applies.

11.16 Amendment or Cancellation. The City, Agency and Owner by mutual agreement may terminate or amend the terms of this Agreement, and the amendment or termination shall be accomplished in the manner provided under California law for the adoption of development agreements, provided, however, that minor amendments may be accomplished through the Parties' execution of the operating memorandum.

11.17 Mortgagee Protection: Certain Rights of Cure.

11.17.1 Mortgagee Protection.

This Agreement shall be superior and senior to all liens placed upon the Property or any portion thereof after the date on which this Agreement or a memorandum thereof is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach hereof shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deeds of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

11.17.2 Mortgagee Not Obligated.

No foreclosing Mortgagee shall have any obligation or duty under this Agreement to construct or complete the construction of any improvements required in connection with this Agreement, or to pay for or guarantee construction or completion thereof. The City, upon receipt of a written request therefor, and an appropriate written assumption of the Owner's rights and obligations from a foreclosing Mortgagee, shall permit all Mortgagees to succeed to the rights and obligations of the Owner under this Agreement, provided that all defaults by the Owner hereunder that are reasonably susceptible of being cured are cured by the Mortgagee as soon as is reasonably possible. The foreclosing Mortgagee thereafter shall comply with all of the provisions of this Agreement.

11.17.3 Notice of Default to Mortgagee.

If the City receives notice from a Mortgagee requesting a copy of any notice of default given to the Owner hereunder and specifying the address for service thereof, the City shall deliver to the Mortgagee, concurrently with service thereof to the Owner, all notices given to the Owner describing all claims by the City that the Owner has defaulted hereunder. If the City determines

that the Owner is not in compliance with this Agreement, the City also shall serve notice of noncompliance on the Mortgagee concurrently with service thereof on the Owner. Each Mortgagee shall have the right during the same period available to the Owner to cure or remedy, or to commence to cure or remedy, the condition of default claimed or the areas of noncompliance set forth in the City's notice.

11.18 Changes in Law. In the event that state or federal laws or regulations, enacted subsequent to the date of this Agreement, prevent or preclude compliance with one or more provisions of this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such state or federal laws or regulations without impairing the validity or enforceability of any other provision hereof.

11.19 Recordation of Agreement. Following the mutual execution of this Agreement, the parties shall record this Agreement in the records of the County Recorder of the County of San Mateo.

11.20 Applicable Law. This Agreement shall be interpreted under and pursuant to the laws of the State of California.

11.21 Indemnification. The Owner shall indemnify, defend and hold the Agency, the City and their respective officers, employees, and agents, harmless against all claims made against them which arise out of or in connection with the acquisition and construction of any improvements, or the ownership, occupancy, or development of or construction on the Property by the Owner or the Owner's contractors, subcontractors, agents, employees or tenants; provided, however, that his indemnification shall not extend to any claim to the extent it arises from the Agency's or City's failure to perform its obligations under this Agreement or from the negligent or intentional act of the Agency or City. This indemnity shall survive termination of this Agreement with respect claims which arise from events occurring prior to termination.

11.22 Existing Agreement. Upon this agreement becoming effective pursuant to Article 2 above, the Owner Participation Agreement dated as of November 26, 1996 among the Agency, City and Owner shall be of no further force or effect, it being the intent of the Parties that this Agreement replace that earlier agreement.

WHEREFORE, the Parties have executed this Agreement as of the date first above written.

Attest:

BELMONT REDEVELOPMENT AGENCY

By: Kathy Kern

By: Suzanne Alistman  
Executive Director

Approved as to form:

CITY OF BELMONT

By: [Signature]  
Agency Counsel

By: Suzanne Alistman  
City Manager

Approved as to form:

ORACLE CORPORATION, a  
Delaware corporation

By: [Signature]  
City Attorney

By: [Signature]  
Its: VP & Treasurer

ORACLE SHORES ASSOCIATES, LLC, a  
California limited liability company  
By its members:

ORACLE CORPORATION, a Delaware  
corporation

By: [Signature]  
Its: VP & Treasurer

SHORES DEVELOPMENT  
ASSOCIATES, LLC, a California limited  
liability company

By: [Signature]  
\_\_\_\_\_, member

EXHIBIT A  
PROPERTY DESCRIPTION

Exhibit A

PROPERTY DESCRIPTION

**PHASE 1**

Lot 1 as shown on that certain map entitled "ISLAND PARK, SITUATE IN THE CITY OF BELMONT, COUNTY OF SAN MATEO COUNTY, STATE OF CALIFORNIA," filed in the office of the County Recorder of San Mateo County, State of California, on August 1, 1988, in Book 118 of Maps, at pages 61 through 64, inclusive.

APN 040-360-260

JPN 118 061 000 01 T

Parcel lettered "B," as shown on that certain map entitled 'PARCEL MAP NO. 71-1 CITY OF REDWOOD CITY, SAN MATEO COUNTY, CALIFORNIA,' filed in the office of the County Recorder of San Mateo County, State of California, on February 19, 1971, in Book 12 of Parcel Maps, at page(s) 1.

APN 095-040-120

JPN 095 004 040 12 A

**PHASE 2**

Lots 3, 4 and 5, as shown on that certain map entitled "ISLAND PARK, SITUATE IN THE CITY OF BELMONT, COUNTY OF SAN MATEO COUNTY, STATE OF CALIFORNIA," filed in the office of the County Recorder of San Mateo County, State of California, on August 1, 1988, in Book 118 of Maps, at Pages 61 through 64, inclusive.

APN 040-360-280

JPN 118 061 000 03 T

APN 040-360-290

JPN 118 061 000 04 T

APN 040-360-300

JPN 118 061 000 05 T

APN 040-360-310

RESOLUTION NO. 1999- 1

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT  
APPROVING A DETAILED DEVELOPMENT PLAN AND ASSOCIATED CONDITIONAL  
USE PERMIT AND DESIGN REVIEW  
FOR THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT  
AT 301 & 505 ISLAND PARKWAY AND 201 & 501 CONCOURSE PLACE  
(APPL. NO. 98-1122)

WHEREAS, Cliff Berry on behalf of the Oracle Corporation has applied for approval of a Detailed Development Plan and associated Conditional Use Permit and Design Review for the Oracle Island Park Office Expansion Project; and

WHEREAS, a public hearing was duly noticed, held, and closed on January 19, 1999; and,

WHEREAS, the City Council has adopted an FEIR for the project pursuant to CEQA; and,

WHEREAS, the Planning Commission has reviewed the Conditions of Approval attached hereto as Exhibit "A".

THE PLANNING COMMISSION FINDS that the following findings required by Section 12.4 can be made:

1. The proposed project is consistent with the EB (East Belmont - Mixed Use) land use designation for the site, in that the proposed office use will complete the mix of retail, residential, hotel, and office uses contemplated by the General Plan; and,
2. The Detailed Development Plan for the project is consistent with the PD zoning and the Conceptual Development Plan approved for the site; in that it conforms to plans approved by the City Council as part of the PD zoning for Island Park, and all modifications required by the conditions of approval of the rezoning have been incorporated into the Detailed Development Plan to assure conformance with all aspects of the approved Conceptual Development Plan.

THE PLANNING COMMISSION FURTHER FINDS that the required findings of Section 11 of the Zoning Ordinance, Conditional Use Permits, can be made as follows:

1. The proposed project would be compatible with existing residential, office, commercial and recreational development in the area by benefit of its design, location, landscaping, and provision of parking for park users, and does not place an undue burden on existing transportation utilities and service facilities in the vicinity in that: the project will only be allowed to partially build-out while the existing road system is in place, and that the impacts from this partial build out are subject to findings of overriding consideration in light of the economic benefits for Belmont as allowed by the California Environmental Quality Act, and that future construction

of Phase two is contingent upon the implementation of transportation improvements which will mitigate traffic to acceptable levels and provide area-wide benefits, and that other infrastructure such as park parking and fire fighting capabilities will be enhanced by the financial benefits and physical construction of the project, and the proposed office buildings, parking structures and surface parking areas meet all required standards including square footage, staying within the maximum 410,000 square feet established in the Conceptual Development Plan; and,

2. The site is of sufficient size to accommodate the proposed use in that all required parking and landscaping facilities can be provided, and additional parking, yards, and open space is being provided or enhanced. The DDP provides a total 1,298 parking spaces, which is 66 more spaces than required based on the established standard of 3 spaces per 1,000 square feet of gross office area. Dimensions of parking spaces meet the standards set forth in the zoning ordinance. Landscaping planting areas comprise approximately 43% of the total area to be developed in Phase One, 30% of Lot 3 and 43% of Lot 5 in Phase Two which is well in excess of the required amount of landscaping; and,
3. The site will be served by streets of capacity sufficient to carry the traffic generated by the proposed use, in that transportation and parking impacts are identified in the FEIR and addressed through mitigation measures and the development agreement which call for construction of improvements which will mitigate the traffic and provide area-wide benefits, and the project phasing will be matched to the ability of streets and improvements to carry the projected traffic; and,
4. The proposed use, if it complies with all conditions upon which approval is made contingent, will not adversely affect other property in the vicinity of the general welfare of the City in that lighting, noise, parking, aesthetics, traffic, circulation, public safety, and views have been taken into account and provisions have been made to address all identified significant impacts to assure compatibility with property in the vicinity, and the project proponent will be implementing monitoring of mitigations with independent verification by the City of Belmont, to further assure the general welfare of the City is protected. Circulation patterns, pedestrian and bicycle access, parking areas, landscaping, lighting and buildings have all been reviewed to ensure public safety. Ample landscaping will make the site attractive and enhance the development. The architectural design of the buildings is compatible with existing buildings in the area.

THE PLANNING COMMISSION FURTHER FINDS that the proposed project meets the principles of Design Review in Chapter 13.5.3 in that the architectural design, parking, and landscaping will conform to the required standards.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission approves a Detailed Development Plan and associated Conditional Use Permit and Design Review for the

Oracle Island Park office expansion project, subject to the Conditions of Approval in Exhibit "A" attached.

\* \* \* \* \*

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on January 19, 1999 by the following vote:

AYES,  
COMMISSIONERS: Warden, Wiecha, Mathewson, Phillips, Parsons

NOES,  
COMMISSIONERS: None

ABSENT,  
COMMISSIONERS: Purcell, Peirona

ABSTAIN,  
COMMISSIONERS: None



DANIEL VANDERPRIEM  
Planning Commission Secretary

l:\hopper\oracle.rs1

Exhibit "A"

RESOLUTION NO. 1 and 3

Conditions of Project Approval

Detailed Development Plan, Conditional Use Permit, Design Review and Grading Plan

Oracle Island Park Office Expansion Project

(Appl. Nos. 98-1122 and -1123)

- I. COMPLY WITH THE FOLLOWING CONDITIONS OF THE COMMUNITY DEVELOPMENT DEPARTMENT:
- A. Site development shall conform to the Detailed Development Plan prepared by Brian Kangas Foulk date stamped December 28, 1998. Necessary minor modifications to the approved plans may be made with the approval of the Director of Community Development.
  - B. Prior to any construction, the applicant or a designated representative shall obtain all required building permits.
  - C. The hours of grading and construction activity shall be governed by Ordinance No. 934, which limits construction activity to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday. No construction activity noise shall be permitted on Sunday or on holidays.
  - D. Stationary construction equipment such as generators and compressors shall be located as far as possible from existing homes. Construction specifications shall require that heavy equipment remain on the project site to avoid disruptive noise caused by daily hauling of equipment on and off the site. Equipment shall be properly maintained with adequate muffling to achieve the lowest possible noise levels.
  - E. All large-truck construction traffic shall be along a route established by approval of the Building Official. Damage to any public roads resulting from construction traffic to and from the project shall be repaired by the applicant as required by the Department of Public Works.
  - F. City ordinance provides that the Conditional Use Permit and Design Review approvals shall lapse and become null and void one year following the date on which they became effective, unless extended by the Planning Commission, or prior to the expiration, a building permit is issued and construction is commenced and diligently pursued toward completion of the project.
  - G. The pedestrian bridge shall be constructed by the time of completion of Phase Two or, if that is not possible, a bond shall be provided guaranteeing bridge construction. Bicycle/pedestrian path segments associated with Lot 1 and Lot B104 shall be constructed at the time of office building construction on those lots.

Path segments on parcels in Phase Two shall be constructed with Phase Two buildings.

- H. If allowed by BCDC, the plaza, path and bridge shall be lighted at night in order to ensure public safety.
- I. If the subsequent Redwood City approval results in only minor modifications, which do not materially affect the Commission's approval, then the Director of Planning may administratively approve the minor changes. The Commission will be informed of any requested changes from Redwood City prior to action by the Director of Planning. The Director may refer proposed changes to the Planning Commission if the changes may materially affect the Commission's decision.
- J. Prior to issuance of building permits, a revised lighting plan shall be submitted showing pole heights and locations, loading dock and security lighting, and all other exterior lighting for review and approval by the Planning Commission. Lighting standards shall be no higher than 25 feet.
- K. To ensure that mitigation measures are implemented, compliance with the adopted monitoring program is required.
- L. No building permit for Phase Two office building construction shall be issued until compliance with the terms of the DDA and Development Agreement has been obtained as it applies to transportation improvements. If the transportation improvements contemplated under the DDA/DA cannot be implemented, then this development approval, as it applies to Phase Two, shall be null and void.
- M. Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the traffic improvements specified in the DDA/DA shall not release the applicant from causing these mitigating traffic improvements to be constructed, prior to or simultaneously with Phase Two office buildings.
- N. Prior to issuance of building permits, Sheet L1.0 shall be revised and submitted, with corrected landscaping area tabulations, and final landscaping plans showing more detail as to size and type of plantings, staking, irrigation, and other landscaping information, for review and approval of the Planning Commission. Landscaping around the perimeter of the garage on Lot 5 shall be augmented with random groupings of trees and shrubs to provide visual screening at varying building heights.
- O. Wall signs shown on Sheet A1.0 shall be submitted for design review prior to issuance of sign permits.
- P. All grading shall conform to the City's Grading Ordinance.

- Q. Occupancy prior to completion of all site improvements may only be allowed upon posting of a bond in the amount of 100% of the materials and labor costs of unfinished work.
- R. Occupancy of Phase One, Lot 1, buildings may not occur until completion of site improvements or bonding therefor has occurred for Lot 1 and Lot B104.
- S. All fees due to cover City of Belmont permit processing costs up to and including Planning Commission approval shall be paid within 30 days of such approval. Amount due is \$56,967.59.
- T. Prior to issuance of building permits, the final design for the larger parking garage shall be returned to the Planning Commission for review and approval.

II. COMPLY WITH THE FOLLOWING CONDITIONS OF THE DEPARTMENT OF PUBLIC WORKS:

A. Sanitary Sewer

- 1. Report submitted on sewer line and pump station capacity is accepted. Based on report after pressure testing conducted on existing pumps and meters, if required, install new pump impeller.
- 2. Relocate the existing 8" sewer main in Phase II to provide continued sewer service. Easement and details to be worked out with the Department of Public Works.
- 3. Pay sewer connection charges as each phase is constructed.

B. Storm Drain

- 1. Report on storm drain lagoon capacity is acceptable. Annual report on lagoon operations and testing to be furnished to the City of Belmont.
- 2. A storm water pollution prevention program for the project site shall be submitted to the Department of Public Works for review and approval. All required measures shall be implemented and maintained. The plan shall be submitted with the building plans for each phase of work.

C. Street Improvements

- 1. Existing streets, sidewalks, curb and gutters and street lights are proposed to remain unchanged. Any of the improvements damaged during the course of construction activities shall be removed and replaced.

2. Driveway approaches shall be constructed in accordance with City standards.
3. A new driveway entrance shall be constructed on Island Parkway, including reconstruction of the median island as shown on the conceptual plan. Improvement plans shall be submitted with each phase of building construction.
4. Modifications to the extension of Concourse Drive between the parking garage and Building One shall be made by the developer. Plans shall be submitted to the Department of Public Works for review and approval.

**D. Traffic Circulation**

The traffic study provided in the project EIR addresses certain traffic mitigation measures. Agreements have been made to accomplish these traffic mitigation measures.

**E. Flood Zone**

The owner/applicant shall provide all measures to comply with the Special Flood Hazard Zone a designation of the site and submit for map revisions.

**F. Soils and Geologic Report**

Submit soils and geologic report prepared by a qualified geotechnical consultant retained by the applicant. The report shall identify all potential geologic hazards along with feasible mitigations. Foundation designs for the proposed buildings shall be included in the final report.

**III. COMPLY WITH THE FOLLOWING CONDITIONS OF SOUTH COUNTY FIRE:**

- A. The project shall be constructed in compliance with the requirements established jointly by South County Fire and the Redwood City Fire Department.
- B. Turning radius of a fire apparatus access road shall be as approved by the chief. CFC, section 902.2.2.3

In a previous meeting with the architects, it was agreed that we would include the turning radius of the City of Redwood City due to the proximity of this project.

The City of Redwood City's turning radius is more restrictive than South County Fire Authority. Please refer to the attached sheet indicating the City of Redwood City's turning radius. A computer model simulation successful completion around the site is required.


- C. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface so as to provide all-weather driving capabilities. CFC, section 902.2.2.2.
- D. Road way(s) shall be capable of supporting 61,000 pounds of weight and shall meet Highway Standard H-20 prior to the beginning of construction.
- E. The location, number and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises or both to be protected as required and approved by the chief. UFC section 903.4.2.

Four hydrants are required based on the total required fire flow for this project. Location of hydrants, on sheet 1 of the site plan provided by Brian Kangas Foulk, are questionable. The hydrant on the north side is difficult to gain access.

South County Fire and the City of Redwood City shall dictate the location of all four hydrants.

The hydrants shall be a Rich Corona, Jones or one of comparable quality with one 2½ inch and two 4½ inch outlets with national standards threads. The hydrants shall be on site and operational prior to the beginning of construction.

- F. Indicate on next submittal any locations of fire department connections in order that both cities can evaluate the location and accessibility.
- G. Indicate clearly all entrances to the building.
- H. Underground fire service shall be on one line and not connected to the domestic service.
- I. A condition of approval for this project is that the plan checking fees be paid to South County Fire. Failure to pay this fee will result in the project not being finalized.

<b>Certification of Approved Final Conditions:</b>	
 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Dan Vanderpriem, Director, Planning and Community Development	<div style="text-align: center; font-size: 1.5em; font-family: cursive;">3-3-99</div> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date

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RESOLUTION NO. 1999- 2

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT  
ADOPTING A MITIGATION MONITORING PROGRAM  
FOR THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT  
AT 301 & 505 ISLAND PARKWAY AND 201 & 501 CONCOURSE PLACE  
(APPL. NO. 98-1122 AND -1123)

WHEREAS, Cliff Berry on behalf of the Oracle Corporation has applied for approval of a Detailed Development Plan and associated Conditional Use Permit, Design Review and Grading Plan for the Oracle Island Park Office Expansion Project; and

WHEREAS, a public hearing was duly noticed, held, and closed on January 19, 1999; and,

WHEREAS, the City Council has certified an EIR for the project pursuant to CEQA; and,

WHEREAS, state law requires that whenever a public agency certifies an EIR, the agency must adopt a program of monitoring or reporting that will ensure that mitigation measures are complied with during implementation of the project; and,

WHEREAS, the Planning Commission has reviewed the Mitigation Monitoring Program for the Oracle Island Park Office Expansion project and finds that the program will adequately ensure compliance with all mitigation measures identified in the project FEIR;

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission approves and adopts the attached Mitigation Monitoring Program for the Oracle Island Park Office Expansion Project.

\* \* \* \* \*

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on January 19, 1999 by the following vote:

AYES,  
COMMISSIONERS: Wiecha, Mathewson, Phillips, Warden, Parsons

NOES,  
COMMISSIONERS: None

ABSENT,  
COMMISSIONERS: Purcell, Peirona

ABSTAIN,  
COMMISSIONERS: None



DANIEL VANDERPRIEM  
Planning Commission Secretary

# MITIGATION MONITORING PROGRAM – THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT

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IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING				VERIFICATION	
		Impl. Entity <sup>1</sup>	Type of Monitoring Action <sup>2</sup>	Timing Requirements <sup>3</sup>	Monitoring and Verification Entity <sup>4</sup>	Signature	Date
<b>A. LAND USE AND VISUAL</b>							
Impact LV-1.	<b>San Carlos Airport</b> Submit a <i>Notice of Proposed Construction of Alteration</i> (FAA Form 7460-1) to the FAA for FAA airspace review. If the proposed project structures are deemed to be obstructions to air navigation, then implement the specific mitigation measures required by the FAA.	Appl.	OTC	PBP	FAA/BCDD		
Impact LV-2.	<b>Dust and Noise Impacts</b> Same mitigation as <i>Mitigations N-1 and N-2</i> (i.e., construction period noise abatement measures) and <i>Mitigation AQ-1</i> (i.e., construction period dust abatement measures).	Contr.	CPI	DPC	DPWD		
Impact LV-3.	<b>Belmont Slough Bridge</b> Include a "courtesy" review (advisory to Redwood City) of the proposed bridge design as part of the design review agenda put before the Belmont Planning Commission for the entire project. The bridge design should visually complement and take advantage of the slough setting. Railings and bridge supports should use an open design. To the extent allowable, the bridge should be designed to assure the continued visual dominance of the slough, and preserve the sense of openness and physical division the slough provides.	Appl.	SSR	PBP	CRWC		
Impact LV-4.	<b>Parking Structure</b> Give particular consideration to the design of the proposed parking structure during the Belmont Planning Commission design review of the proposed project. Incorporate architectural, landscaping, and lighting provisions in the design of the structure to soften its appearance, reduce the degree of perceived building mass exposed to adjacent uses and complements surrounding development.	Appl.	SSR	PBP	BCDD		
Impact LV-5.	<b>Impacts to Adjacent Single Family Residences</b> Reduce the building height on lot #1 from 7-stories plus mechanical penthouse to 3-stories plus mechanical penthouse. The eliminated four stories may be constructed as a separate building in the vicinity of B-104, farther from the single family residences, as shown on Exhibit "B" (four building scenario) of the FEIR Certification Resolution.		Phase I SSR	PBP	BCDD		

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<b>B. TRANSPORTATION AND PARKING</b>							
Impact T-1.	<p><b>Surface Street Mitigations</b>                      Complete improvements for direct access to Island Park by extending Island Parkway and signalizing the new intersection as shown on Exhibit "B" to the resolution certifying the FEIR. Implementation of this mitigation will require conversion of the Ralston interchange to partial cloverleaf design which should be a shared cost based upon the proportionate share of traffic generated from Redwood Shores. (Resolution No. 8304, Exhibit 'A')</p>	Appl.	Phase II SSR	PBP	BCDD		
Impact T-2.	<p><b>Interchange and Ramp Mitigation</b>                      Fund a proportionate share of the conversion of the Ralston Interchange from a full clover leaf to a partial clover leaf design including the realignment of off-ramps, the expansion of the north-bound on ramp, and the signalization of Ralston Avenue and Marine Parkway to accommodate the partial cloverleaf off-ramps as shown on Exhibit "B" attached to the FEIR certification resolution. (Resolution No. 8304, Exhibit 'A').</p>	Appl.	Phase II SSR	PBP/PGP	BCDD		
Impact T-3.	<p><b>TSM Measures</b>                      Oracle shall be required to continue the following TSM programs for its Island Park campus:                      Transportation System Management (TSM) Measures</p> <ol style="list-style-type: none"> <li>1) Flex-time policy for Oracle employees</li> <li>2) Designated carpool parking for registered carpools – 240 permits currently</li> <li>3) Enclosed bicycle lockers for regular bike commuters – 154 assigned bike lockers, plus 100+ open racks for part-time bicyclers</li> <li>4) Shuttle service to and from the San Carlos and Belmont Cal Train stations</li> <li>5) Mid-day on-call shuttle for rides between Oracle locations</li> <li>6) Vanpool service from several locations of Oracle based on user demand</li> <li>7) On-site public transit ticket purchasing; 20% subsidy</li> <li>8) Transportation hot-line for employees seeking commute alternatives</li> </ol>	Appl.	OTC	PBP	BCDD		

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	<p>9) On-site amenities which reduce AM peak, and noon-time trips:</p> <ul style="list-style-type: none"> <li>a) Fitness Center</li> <li>b) Food service locations with various hours between 7:00 am and 7:30 p.m.</li> <li>c) Dry Cleaning/Shoe Repair drop-off service</li> <li>d) Automobile service and detailing</li> <li>e) Florist</li> <li>f) Stamp machine</li> <li>g) Multiple ATM locations</li> <li>h) Film Processing and drop-off service</li> </ul> <p>(Resolution No. 8304, Exhibit 'A')</p>						
Impact T-4.	<p><b>Timing of Project and Traffic Mitigation Construction</b>            No building permit for office building construction shall be issued until the construction contracts for mitigations T-1 and T-2, and the Highway 101 auxiliary lanes north of Ralston are all awarded. The construction time for improvements included in T-1, T-2, and the auxiliary lane project between Ralston and Highway 92 all have approximately the same construction time as the construction of the first office building in the Oracle project. This mitigation will assure that the occupancy of the office building and the completion of area roadway improvements occur as simultaneously as practicable. The result will be no significant short term impacts associated with completion of additional Island Park office space before traffic improvements are in place.</p> <p><b>Alternate Traffic Mitigation</b>            Should the preferred traffic mitigation be determined to be infeasible by the City Council, then all the FEIR traffic mitigations, on FEIR pages 170-175, shall apply as modified below:</p> <p>Add FEIR Mitigation T-11 as follows: Timing of Project and Traffic Mitigation Construction – No building permit for office building construction shall be issued until the construction contracts for mitigations T-1 through T-5, and the Highway 101 auxiliary lanes north of Ralston Avenue are awarded.            (Resolution No. 8304, Exhibit 'A')</p>	Appl.	Phase II SSR	PBP/PGP	BCDD		

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Impact T-5. (deleted)	Interchange improvements are covered in T-2						
Impact T-6.	<b>Access to Parking for Building 3</b> Provide a median break at the proposed B-104 site driveway location along Island Parkway, and a left-turn lane on the southbound Island Parkway approach to this intersection. Reconstruct the median area near this location to eliminate the existing northbound left-turn lane.	Appl.	Phase I SSR	PBP/PGP	BCDD		
Impact T-7.	<b>301 Island Parkway</b> If and when complaints are received from 301 Island Parkway employees regarding speeding or unsafe driving in their parking lot by Oracle Building 3 employees or visitors accessing the Concourse Place and B-104 sites, implement the following measures: <ul style="list-style-type: none"> <li>• Inform all Building-3 employees of the problem and expected correct driving procedures. Regularly reinforce safe driving rules.</li> <li>• If monitoring indicates that a safe driving information/education effort is not solving the problem, install physical changes such as speed undulations.</li> </ul>	Appl.	SMS	STR	BCDD		
Impact T-8.	<b>Internal Circulation – Island Parkway and Clipper Drive Sites</b> Modify the design of the Island Parkway site and B-104 site surface parking lots, and the Clipper Drive site parking structure, to ensure clear sight lines at all internal intersections, evenly aligned internal driveway approaches, the elimination or reduction (to the extent feasible) of internal driveway intersection approaches which are not at 90-degree angles, and 26-foot-wide parking aisles adjacent to 90 degree parking stalls. The redesign shall be reviewed and approved by the Director of Community Development and Planning, and at the Director's discretion may be referred back to the Planning Commission for design review should the redesign significantly alter the layout beyond what was approved through the Conceptual Development Plan process. The design of the B-104 site surface parking lot, which is located in Redwood City, shall comply with City of Redwood City standards.	Appl.	SSR	PGP	BCDD		

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Impact T-9.	<b>Internal Circulation – Concourse Place and B-104 Sites</b> Same as Mitigation T-8	Appl.	SSR	PGP	BCDD		
Impact T-10.	<b>Parking Plan Adequacy</b> Carry out the following measures: <ul style="list-style-type: none"> <li>• With concurrence from the Belmont Parks and Recreation Department that spaces are regularly available at the Belmont Sports Complex on weekdays before 3:00 PM, a set number of available spaces shall be designated to accommodate Oracle overflow parking demand, between the hours of 8 AM and 2:30 PM on weekdays. Oracle will sign these spaces as to their limited use by Oracle employees.</li> <li>• Oracle shall direct weekday overflow parking to the lot adjacent to Building 3 if arrangement cannot be made to use spaces in the sports complex lot.</li> <li>• Oracle shall promote the use of transit to the greatest extent possible for employee travel to/from work to reduce expected parking demand.</li> </ul>	Appl.	OTC	PBP	BCDD		
<b>C. GEOTECHNICAL FACTORS</b>							
Impact G-1.	<b>Earthquake-Induced Groundshaking</b> Implement the recommendations of the previous Geotechnical investigations performed for the project site. In addition, design all proposed buildings and parking structures on the project site in conformance with the Uniform Building Code and applicable City of Belmont Building Department regulations. The designs shall be based on estimates of peak and maximum repeatable earthquake-induced ground surface accelerations expected on the project site, as calculated by project Geotechnical reports.	Appl.	PC	PBP	DPWD		
Impact G-2.	<b>Earthquake-Induced Differential Settlement</b> Implement the following measures, together with the recommendations of the previous geotechnical investigations of the project site: <ul style="list-style-type: none"> <li>• The project geotechnical engineer shall recalculate long-term settlement patterns using the final project grading plan and</li> </ul>	Appl.	PC	PBP	DPWD		

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	<ul style="list-style-type: none"> <li>confirm that all underground utility lines will maintain positive flow, that surface drainage patterns will not be excessively disrupted, and that sufficient construction joints would be provided to prevent damage to concrete curbs, flatwork and landscape features.</li> <li>All structures shall be constructed on pile supported foundations, in accordance with the recommendations of the most recent Geotechnical report for each project site. Piles shall be driven through all layers of bay mud and/or buried refuse, so that support is derived from the underlying consolidated alluvial sediments.</li> <li>If changes in the development plan reduce the height of any building to less than 3-stories, or if any of the proposed buildings can be classified as sufficiently "lightweight", previously prepared geotechnical reports indicate that pile-supported foundations may not be necessary. Such buildings should be supported on either mat or grid foundations, designed to provide continuous support across areas of weak or settling soils, in accordance with the Geotechnical Engineer's recommendations.</li> <li>All buildings shall incorporate flexible pipe couplings at the point where underground utility lines enter the building.</li> </ul> <p>The extension of the existing Island Park levee shall be constructed in accordance with recommendations of the 1981 Cooper &amp; Clark <i>Island Park Geotechnical Study</i>, and with any supplemental recommendations identified by the project Geotechnical Engineer at the time of final engineering design and construction. The levee design shall account for all anticipated settlement of the underlying bay mud and prevent collapse or lateral spreading of the Belmont Slough embankment onto the adjoining marsh plain.</p>						

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Impact G-3.	Long Term Differential Settlement Same as Mitigation G-2	Appl.	PC	PBP	DPWD		
Impact G-4.	<p><b>Construction Period Impacts of Refuse-Generated Gases.</b> Implement the following measures, together with the recommendations of the previous Geotechnical investigations of the project site. During all construction on the Island Parkway site within or immediately adjacent to areas underlain by buried refuse, the building contractor shall implement the safety measures recommended by the project Geotechnical Engineer including but not limited to:</p> <ul style="list-style-type: none"> <li>• Replace and recompact any portions of the existing impermeable clay cap over the abandoned landfill that may be disturbed by excavation or grading activities.</li> <li>• Properly contain and dispose of all refuse, leachate or gases encountered during excavation.</li> <li>• Construction workers shall not work alone. Make gas detection equipment continually available and provide workers with readily available breathing devices and acid-vapor masks during all excavation and construction within refuse areas.</li> <li>• Prohibit onsite smoking and welding and equip all construction equipment with vertical exhaust stacks and/or spark arresters around excavations within refuse areas.</li> </ul>	Contr.	CPI	DPC	DPWD		
Impact G-5.	<p><b>Long-Term Occupancy Impacts of Refuse-Generated Gases.</b> Implement the following measures, together with the recommendations of the previous geotechnical investigations of the project site:</p> <ul style="list-style-type: none"> <li>• If recommended by the Geotechnical Engineer, install a passive gas venting system around the perimeter of the former landfill to prevent gas accumulation under pavements and to prevent seepage into buildings or utility vaults through pervious trench backfill materials.</li> </ul>	Appl.	PC	PBP	DPWD		

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	<ul style="list-style-type: none"> <li>The project sponsors shall initiate discussions with the California Integrated Wasted management Board and the Regional Water Quality Control Board to formally close their portion of the landfill, in accordance with all applicable state regulations, and shall coordinate with the San Mateo County Department of Environmental Health regarding proposed development on the former landfill areas of the project site.</li> </ul>						
Impact G-6.	<b>Hazardous Materials Disturbance</b> Implement the following measures, together with the recommendations of the previous Geotechnical investigations of the project site: perform a Phase I environmental assessment (which involves a surface survey and a records search, but no active soils testing) as part of the B-104 site geotechnical investigation to identify any potential for existence of hazardous materials on the site. If a potential for hazardous materials is indicated, conduct a Phase II assessment and implement all recommendations set forth in that assessment for proper disposal and/or onsite encapsulation of the identified materials.	Appl.	OTC	PBP/PGP	BCDD		
<b>D. DRAINAGE AND WATER QUALITY</b>							
Impact D-1.	<b>B-104 Site Drainage</b> The project engineer shall fully evaluate, in accordance with city design standards, the capacity of all existing storm drains that would be used to convey stormwater runoff from B-104 site to the central lagoon. It is found that any portions of these existing drainage systems cannot accommodate the anticipated incremental runoff from the B-104 site with the project, the applicant shall construct all offsite storm drain improvements (e.g., installing larger culverts or parallel culverts to increase discharge capacity) needed to provide the additional, required capacity, as identified by the project engineer and approved by the City Engineer.	Appl.	PC	PBP/PGP	DPWD		
Impact D-2.	<b>B-104 Site Tidal Flooding</b> Extend the existing Island Park Belmont Slough levee around the perimeter of the B-104 site so that, after allowing for anticipated, long-term settlement of the bay mud underlying the levee alignment, it shall have a minimum top elevation of 8.0 MSL and shall provide	Appl.	PC	PGP	DPWD		

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	a level of protection against tidal flooding at least equal to the existing level of protection around Island Park.						
Impact D-3.	<p><b>Soil Erosion</b> Implement the following measures:</p> <p>(a) <i>Prepare Erosion Control Plan and Obtain Grading Permit.</i> Prepare and implement a city-approved <i>erosion control plan</i> for each project phase. The <i>erosion control plan</i>, at a minimum, shall follow all city ordinances and conform with ABAG <i>Manual of Standards for Erosion and Sediment Control Measures</i> and the <i>California Storm Water Best Management Practices Handbooks</i>, and shall include, but not be limited to, the following criteria:</p> <ul style="list-style-type: none"> <li>• Leave existing vegetated areas undisturbed until construction on each portion of the development site is ready to commence.</li> <li>• Immediately revegetate or otherwise protect all disturbed areas from both wind and water erosion upon the completion of grading activities.</li> <li>• Collect stormwater runoff into stable drainage channel, from small drainage basins, to prevent the buildup of large, potentially erosive stormwater flows.</li> <li>• Direct runoff away from all areas disturbed by construction.</li> <li>• Use sediment ponds or siltation basins to trap eroded soils before runoff is discharged into onsite or offsite drainage culverts and channels.</li> <li>• To the extent possible, schedule major site development work involving excavation and earth moving for construction during the dry season (April 15 to October 15)</li> </ul> <p><i>Apply for and Obtain NPDES Permit. File a Notice of Intent with the RWQCB and obtain an NPDES General Permit for Stormwater Discharge Associated with Construction Activity from the RWQCB in</i></p>	Appl.	PC	PGP	DPWD/ RWQCB		

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	coordination with the City of Belmont.						
Impact D-4.	<p><b>Non-Point Source Pollution</b> Implement the following measures.</p> <p>The applicant shall develop detailed <i>stormwater pollution prevention plans</i> for each subarea of the project. At a minimum, the plan(s) shall (a) identify environmentally sensitive areas and specify types and sources of stormwater pollutants; (b) determine the location and nature of potential impact; and (c) specify appropriate control measures, including a combination of (1) source controls and (2) post-discharge treatment.</p> <p>(1) <i>Source Controls.</i> The source control program shall employ, at a minimum, measures recommended in the <i>California Storm Water Best Management Practices Handbook</i>. Specific control measures that shall be considered a pavement cleaning and maintenance program for all parking areas, particularly at the onset of the rainy season; stenciling of storm drain inlets with "No Dumping; Drains to the Bay", public education materials to discourage direct disposal of contaminants into streets or storm drains; and limiting the use of non-biodegradable fertilizers or pesticides.</p> <p>(2) <i>Post-Discharge Treatment.</i> The City and the project applicant shall cooperatively develop an onsite program of runoff treatment control measures (e.g., detention ponds, infiltration, biofilters, media filtration, oil/water separators) that comply with the terms of the City's Clean Water Permit. Construction and long-term operation of all components of this program shall remain the responsibility of the applicant.</p>	Appl.	PC	PGP	DPWD		
Impact D-5.	<p><b>Cumulative Impacts</b> Same as Mitigation D-4</p>	Appl.	PC	PGP	DPWD		
<b>E. NOISE</b>							
Impact N-1.	<p><b>Pile Driving</b> As a condition of project approval, require future project construction contractors to comply with the following measures (to the extent</p>	Appl.	PC	PGP	DPWD		

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	<p>feasible), with verification of such contract stipulations submitted to the City:</p> <p>(1) <i>Scheduling.</i> Scheduling construction activities, and in particular pile driving, to have the least impact on the adjacent existing hotel and on adjacent single-family homes currently under construction. Prohibit pile driving prior to 8:00 AM, after 5:00 PM, and at all hours during weekend and holidays. The construction schedule shall consider the need for nighttime quiet in the hotel and residences and, to the extent feasible, daytime quiet in the office building.</p> <p>(2) <i>Shorten the Construction Period.</i> Use double teams of pile drivers to shorten the duration of pile driving.</p> <p>(3) <i>Use Quiet Pile Drivers.</i> Alternatively, shroud the pile drive to reduce the noise emitted by 5 to 10 dBA.</p> <p>(4) <i>Pre-Drill Holes.</i> Pre-drill the holes so that fewer blows are required to seat each pile.</p>						
Impact N-2.	<p><b>Other Construction Activity</b> Require future project construction contractors to comply with the following measures, with verification of such contract stipulations submitted to the City:</p> <p>(a) <i>Construction Scheduling.</i> Limit noise-generating construction activities to daytime, weekday (non-holiday) hours (8:00 AM to 5:00 PM)</p> <p>(b) <i>Construction Equipment Mufflers and Maintenance.</i> Properly muffle and maintain all construction equipment.</p> <p>(c) <i>Idling Prohibitions.</i> Prohibit unnecessary idling of internal combustion engines.</p> <p>(d) <i>Equipment Location and Shielding.</i> Locate all stationary noise-generating equipment as far as practical from existing nearby residences.</p> <p>(e) <i>Quiet Equipment Selection.</i> Select quiet equipment, particularly</p>	Appl.	PC	PGP	DPWD		

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		Impl. Entity <sup>1</sup>	Type of Monitoring Action <sup>2</sup>	Timing Requirements <sup>3</sup>	Monitoring and Verification Entity <sup>4</sup>	Signature	Date
	<p>air compressors, whenever possible.</p> <p>(f) <i>Noise/Construction Coordinator.</i> Designate the project planner at the City's Community Development Department as the "Noise/Construction Coordinator" whose responsibilities would include responding to any local complaints about construction noise. The Noise/Construction Coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler) and institute reasonable measures to correct the problem. Conspicuously post at the construction site, and include in all correspondence, the name and telephone number for the Noise/Construction Coordinator. Submit the name and number of the Noise/Coordinator to the City building division and police department.</p> <p>(g) <i>Notification.</i> Nearby residents shall receive regular and timely notification in writing of the demolition and construction schedule, the phases of construction, and the name and telephone number of the Noise/Construction Coordinator. The City Noise/Construction Coordinator shall review and approve all notification letters prior to their distribution.</p>						
<b>F. AIR QUALITY</b>							
Impact AQ-1.	<p><b>Short-Term Construction Impacts.</b> Require implementation of the following measures in all construction contracts for the project site.</p> <p>(a) Water all active construction areas at least twice daily and more often during windy periods. Active areas adjacent to existing uses should be kept damp at all times.</p> <p>(b) Cover all hauling trucks or maintain at least two feet of freeboard. Dust-proof chutes shall be used as appropriate to load debris onto trucks during demolition.</p> <p>(c) Pave, apply water at least twice daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas.</p>	Appl.	PC	PBP/PGP	DPWD		

# MITIGATION MONITORING PROGRAM – THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT

The environmental mitigation measures listed in column two below have been incorporated into the conditions of approval for the Oracle Island Office Park Expansion Project in order to mitigate identified environmental impacts. A completed and signed chart will indicate that each mitigation requirement has been complied with, and that city and state monitoring requirements have been fulfilled with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING				VERIFICATION	
		Impl. Entity <sup>1</sup>	Type of Monitoring Action <sup>2</sup>	Timing Requirements <sup>3</sup>	Monitoring and Verification Entity <sup>4</sup>	Signature	Date
	<p>(d) During late spring, summer, and early fall, sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas and sweep streets daily (with water sweepers) if visible soil material is deposited onto the adjacent roads.</p> <p>(e) Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously-graded areas that are inactive for 10 days or more).</p> <p>(f) Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles.</p> <p>(g) Limit traffic speeds on any unpaved roads to 15 mph.</p> <p>(h) Replant vegetation in disturbed areas within two days.</p> <p>(i) Suspend any activities that cause visible dust plumes, which cannot be controlled by watering.</p>						
<b>G. UTILITY CAPACITY</b>							
Impact U-1.	<p><b>Water Supply</b>  <u>In addition to BCWD water conservation requirements (drought-tolerant landscaping, efficient irrigation facilities, low flush toilets, and water efficient fixtures), implement the following water conservation measures:</u></p> <ul style="list-style-type: none"> <li>• Comply with the guidelines and regulations set forth by AB 325 for all landscape areas;</li> <li>• Require the applicant to submit for city approval a detailed <i>landscape plan</i> and associated ongoing irrigation and maintenance provisions;</li> <li>• Use drought tolerant, native vegetation for landscaped areas; avoid the use of turf;</li> <li>• Use drought tolerant, native vegetation for landscaped</li> </ul>	Appl.	PC	PBP/PGP	DPWD		

# MITIGATION MONITORING PROGRAM – THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT

The environmental mitigation measures listed in column two below have been incorporated into the conditions of approval for the Oracle Island Office Park Expansion Project in order to mitigate identified environmental impacts. A completed and signed chart will indicate that each mitigation requirement has been complied with, and that city and state monitoring requirements have been fulfilled with respect to Assembly Bill 3180 (Public Resources Code Section 21081.6).

IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING				VERIFICATION	
		Impl. Entity <sup>1</sup>	Type of Monitoring Action <sup>2</sup>	Timing Requirements <sup>3</sup>	Monitoring and Verification Entity <sup>4</sup>	Signature	Date
	<p>areas; avoid the use of turf;</p> <ul style="list-style-type: none"> <li>• Use drip irrigation to the greatest extent feasible; and;</li> <li>• Provide a separate water meter for landscaped areas.</li> </ul>						
Impact U-2.	<p><b>Water Distribution.</b> Install a 12-inch water main in an easement on the Belmont Sports Complex south fields property to complete a loop in the existing water distribution system serving the project site vicinity, as required by the BCWD.</p>	Appl.	PC	PBP/PGP	BCWD		
Impact U-3.	<p><b>Project Sewage Treatment Impacts.</b> Provide a project fair-share contribution in sewer connection fees, capacity fees and monthly service charges and/or a special district toward the costs of new facilities, sub-contracting agreements or other arrangements made by the City for treatment of peak wet weather sewage flows in excess of the City's current SBSA treatment plant capacity right.</p>	Appl.	OTC	PBP	DPWD		
Impact U-4.	<p><b>Cumulative Sewage Collection System Impacts</b> Require the project applicant to:</p> <p>(1) Perform a pressure test to sewer Pump Station No. 1 to determine the actual system operating pressure head. If the pressure test results indicate that Pump Station No. 1 is operating more efficiently than calculated by the applicant's engineers (see Appendix D) and has an actual capacity greater than the 325-gpm capacity calculated by the applicant's engineers, then this impact would be less than significant and no additional mitigation would be necessary.</p> <p>(2) Alternatively, if the pressure test indicates that the capacity of Pump Station No. 1 is 325 gpm as calculated by the applicant's engineers, then also require the applicant to replace the existing "485" impeller (325 gpm capacity) with a "484" impeller (420 gpm capacity—i.e., 87 gpm greater than the peak Island Park flow with the project). Since the "484" impeller is with the same class of impellers for the pump model (model CP3127)</p>	Appl.	SMS	PBP	DPWD		

# MITIGATION MONITORING PROGRAM – THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT

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		Impl. Entity <sup>1</sup>	Type of Monitoring Action <sup>2</sup>	Timing Requirements <sup>3</sup>	Monitoring and Verification Entity <sup>4</sup>	Signature	Date
	used in Pump Station No. 1, the well, pump housing, and motor would not need to be replaced.						
Impact U-5.	<b>Construction Period Solid Waste Impacts</b> Require the applicant to cooperate with the SBTSA in providing for recycling of project demolition and construction waste to the maximum extent feasible. Prior to issuance for any building permits for the proposed project, require the applicant to submit to the city an official statement in writing from the SBTSA that recycling of project construction waste has been adequately provided for to the satisfaction of the district.	Appl.	OTC	PBP	BCDD		
Impact U-6.	<b>Long-Term Solid Waste</b> Require the design of future project facilities to provide adequate trash and recyclable material storage areas. Such areas should be conveniently located and accessible to collection vehicles and personnel, adequately sized to not only contain the recycling and trash bins, but to also provide sufficient room to safely and effectively service the bins, properly protected from the elements, signed, screened, and architecturally integrated into the facilities. The location and design of the recyclable material storage and pick-up areas shall be submitted for review and approval by both the SBTSA and the Director of Community Development and Planning. The Director of Community Development and Planning may refer the design of the recyclable materials storage and pick-up areas to the Planning Commission for review if the proposed design affects the site plan such that it deviates significantly from the approved Conceptual and Detailed Development Plans.	Appl.	PC	PBP	SBTSA/ BCDD		
<b>H. VEGETATION AND WILDLIFE</b>							
Impact WW-1.	<b>Pedestrian Bridge</b> Design the pedestrian bridge so that the end footings are set back from the top of bank and avoid the full tidal zone. Additionally, the applicant shall contact the California Department of Fish and Game (CDFG) regarding wildlife concerns and /or requirements associated with the bridge.	Appl.	PC	PBP	CDFG/BCD D		
	<b>B-104 Site Wetlands</b>						

# MITIGATION MONITORING PROGRAM – THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT

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IDENTIFIED IMPACT	RELATED MITIGATION MEASURE	MONITORING				VERIFICATION	
		Impl. Entity <sup>1</sup>	Type of Monitoring Action <sup>2</sup>	Timing Requirements <sup>3</sup>	Monitoring and Verification Entity <sup>4</sup>	Signature	Date
Impact VW-2.	Authorization to fill the jurisdictional wetlands on the B-104 site will be provided under an individual permit from the Army Corps. Mitigation in the form of seasonal and tidal wetland creation at a 2:1 ratio is being required by the Corps as part of the permitting process. The proposed mitigation site is northeast of the B-104 site, across Belmont Slough on a site known as Parcel B-105, adjacent to Oracle Parkway. Two types of wetlands will be created at the mitigation site: (1) a high, infrequently flooded marsh area, and (2) and expansion of the mid- and high tidal marsh areas along Belmont Slough.	Appl.	PC	PBP	USCE/ DPWD		
Impact VW-3.	<b>Pedestrian Bridge Wetland Impacts.</b> Implement <i>Mitigation VW-1</i> (i.e., avoid the full tidal zone, coordinate with the CDFG regarding sensitive species, including salt marsh harvest mouse and potential bridge footing setback requirements). In addition, the applicant shall solicit from the Corps a determination regarding the appropriate level and formality of permitting and authorization. If only on piling is ultimately proposed in unvegetated mud or open water, the action would be covered under Nationwide Permit and notification and authorization would not typically be required. If two pilings are proposed and placed in vegetated habitats (i.e., "wetlands"), a Pre-Discharge Notification (PDN) could be required by the Corps. Also, a Section 10 permit may be required from the Corps for possible impacts to navigable waterways.	Appl.	PC	PBP	DPWD		

Appl. = Applicant; Contr. = Construction Contractor

CPI = Construction Period Inspection, OTC = One time Confirmation Action; PC = Plan Check; POC = Post Occupancy Inspection; SMS = Specialized Monitoring Study;

SR = Subsequent Standard Review

DPC = During Project Construction; PBP = Prior to Issuance of Building Permit; PDP = Prior to Issuance of a Demolition Permit; PGP = Prior to Issuance of Grading Permit;

PPO = Prior to Project Occupancy; STR = Specialized Timing Requirement

BCDD = Belmont Community Development Department; DPWD = Belmont Public Works Department; RWQCB = Regional Water Quality Control Board; CDFG = California Department of Fish and Game; CRWC = City of Redwood City; SBSA = South Bayside Systems Authority; USCE = U.S. Army Corps of Engineers

RESOLUTION NO. 1999- 3

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT  
APPROVING A GRADING PLAN  
FOR THE ORACLE ISLAND PARK OFFICE EXPANSION PROJECT  
AT 301 & 505 ISLAND PARKWAY AND 201 & 501 CONCOURSE PLACE  
(APPL. NO. 98-1123)

WHEREAS, Cliff Berry on behalf of the Oracle Corporation has applied for approval of a Grading Plan for the Oracle Island Park Office Expansion Project; and

WHEREAS, a public hearing was duly noticed, held, and closed on January 19, 1999; and,

WHEREAS, the City Council has adopted an FEIR for the project pursuant to CEQA; and,

WHEREAS, THE PLANNING COMMISSION FINDS that the project will not endanger the stability of the site or adjacent properties or pose a significant ground movement hazard to adjacent properties, in that:

1. Grading will not be extensive and will result in a site that is geologically sound.

THE PLANNING COMMISSION FURTHER FINDS that the proposed drainage improvements, landscaping, and erosion control measures would be adequate to control erosion or flooding, and would not degrade riparian habitats, stream channel capacity or water quality, in that:

1. The site is relatively flat and stable.
2. Impacts on wetland habitats, stream channel capacity and water quality have been identified in the FEIR and addressed in the mitigation measures adopted by the City Council.

THE PLANNING COMMISSION FURTHER FINDS that the amount of grading proposed is necessary to allow reasonable use of the site, in that:

1. The amount of grading proposed has been reviewed by the Public Works Department and found not to be excessive.

THE PLANNING COMMISSION FURTHER FINDS that the proposed grading, when completed, will result in a building site that is visually compatible with the surrounding land and accommodates any required off-street parking and retaining wall landscaping, in that:

1. Topography will better match the surrounding area.

THE PLANNING COMMISSION FURTHER FINDS that the proposed grading will meet the standards and specifications of Article IV of Chapter 9 of the City Code (Grading Ordinance), in that:

- 1. A grading permit will be required for the project and plans will be reviewed by the City Engineer for conformance with the grading ordinance prior to issuance of the grading permit, and grading will be inspected for conformance with the plans.

THE PLANNING COMMISSION FURTHER FINDS that the Director of Public Works and the applicant's geotechnical engineer shall find that the form of vehicular access and methods of excavation are the simplest and least intrusive possible manner to obtain geological information required by the City, in that:

- 1. The City Engineer has reviewed the grading plan and vehicular access and methods of excavation and found them to be adequate and complete.

THE PLANNING COMMISSION FURTHER FINDS that the grading permit is conditioned on issuance of a hauling permit, if required, and that no trees would be removed in the construction of this project.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission approves a Grading Plan for the Oracle Island Park office expansion project, subject to the Condition of Approval that all provisions of the City Grading Ordinance be met.

\* \* \* \* \*

Passed and adopted at a regular meeting of the Planning Commission of the City of Belmont held on January 19, 1999 by the following vote:

AYES,  
COMMISSIONERS: Mathewson, Phillips, Warden, Wiecha, Parsons

NOES,  
COMMISSIONERS: None

ABSENT,  
COMMISSIONERS: Purcell, Peirona

ABSTAIN,  
COMMISSIONERS: None

  
DANIEL VANDERPRIEM  
Planning Commission Secretary

Exhibit "A"

RESOLUTION NO. 1 and 3

Conditions of Project Approval

Detailed Development Plan, Conditional Use Permit, Design Review and Grading Plan  
Oracle Island Park Office Expansion Project  
(Appl. Nos. 98-1122 and -1123)

- I. COMPLY WITH THE FOLLOWING CONDITIONS OF THE COMMUNITY DEVELOPMENT DEPARTMENT:
- A. Site development shall conform to the Detailed Development Plan prepared by Brian Kangas Foulk date stamped December 28, 1998. Necessary minor modifications to the approved plans may be made with the approval of the Director of Community Development.
  - B. Prior to any construction, the applicant or a designated representative shall obtain all required building permits.
  - C. The hours of grading and construction activity shall be governed by Ordinance No. 934, which limits construction activity to the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, and 10:00 a.m. to 5:00 p.m. on Saturday. No construction activity noise shall be permitted on Sunday or on holidays.
  - D. Stationary construction equipment such as generators and compressors shall be located as far as possible from existing homes. Construction specifications shall require that heavy equipment remain on the project site to avoid disruptive noise caused by daily hauling of equipment on and off the site. Equipment shall be properly maintained with adequate muffling to achieve the lowest possible noise levels.
  - E. All large-truck construction traffic shall be along a route established by approval of the Building Official. Damage to any public roads resulting from construction traffic to and from the project shall be repaired by the applicant as required by the Department of Public Works.
  - F. City ordinance provides that the Conditional Use Permit and Design Review approvals shall lapse and become null and void one year following the date on which they became effective, unless extended by the Planning Commission, or prior to the expiration, a building permit is issued and construction is commenced and diligently pursued toward completion of the project.
  - G. The pedestrian bridge shall be constructed by the time of completion of Phase Two or, if that is not possible, a bond shall be provided guaranteeing bridge construction. Bicycle/pedestrian path segments associated with Lot 1 and Lot B104 shall be constructed at the time of office building construction on those lots.

Path segments on parcels in Phase Two shall be constructed with Phase Two buildings.

- H. If allowed by BCDC, the plaza, path and bridge shall be lighted at night in order to ensure public safety.
- I. If the subsequent Redwood City approval results in only minor modifications, which do not materially affect the Commission's approval, then the Director of Planning may administratively approve the minor changes. The Commission will be informed of any requested changes from Redwood City prior to action by the Director of Planning. The Director may refer proposed changes to the Planning Commission if the changes may materially affect the Commission's decision.
- J. Prior to issuance of building permits, a revised lighting plan shall be submitted showing pole heights and locations, loading dock and security lighting, and all other exterior lighting for review and approval by the Planning Commission. Lighting standards shall be no higher than 25 feet.
- K. To ensure that mitigation measures are implemented, compliance with the adopted monitoring program is required.
- L. No building permit for Phase Two office building construction shall be issued until compliance with the terms of the DDA and Development Agreement has been obtained as it applies to transportation improvements. If the transportation improvements contemplated under the DDA/DA cannot be implemented, then this development approval, as it applies to Phase Two, shall be null and void.
- M. Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the traffic improvements specified in the DDA/DA shall not release the applicant from causing these mitigating traffic improvements to be constructed, prior to or simultaneously with Phase Two office buildings.
- N. Prior to issuance of building permits, Sheet L1.0 shall be revised and submitted, with corrected landscaping area tabulations, and final landscaping plans showing more detail as to size and type of plantings, staking, irrigation, and other landscaping information, for review and approval of the Planning Commission. Landscaping around the perimeter of the garage on Lot 5 shall be augmented with random groupings of trees and shrubs to provide visual screening at varying building heights.
- O. Wall signs shown on Sheet A1.0 shall be submitted for design review prior to issuance of sign permits.
- P. All grading shall conform to the City's Grading Ordinance.

- Q. Occupancy prior to completion of all site improvements may only be allowed upon posting of a bond in the amount of 100% of the materials and labor costs of unfinished work.
- R. Occupancy of Phase One, Lot 1, buildings may not occur until completion of site improvements or bonding therefor has occurred for Lot 1 and Lot B104.
- S. All fees due to cover City of Belmont permit processing costs up to and including Planning Commission approval shall be paid within 30 days of such approval. Amount due is \$56,967.59.
- T. Prior to issuance of building permits, the final design for the larger parking garage shall be returned to the Planning Commission for review and approval.

II. COMPLY WITH THE FOLLOWING CONDITIONS OF THE DEPARTMENT OF PUBLIC WORKS:

A. Sanitary Sewer

- 1. Report submitted on sewer line and pump station capacity is accepted. Based on report after pressure testing conducted on existing pumps and meters, if required, install new pump impeller.
- 2. Relocate the existing 8" sewer main in Phase II to provide continued sewer service. Easement and details to be worked out with the Department of Public Works.
- 3. Pay sewer connection charges as each phase is constructed.

B. Storm Drain

- 1. Report on storm drain lagoon capacity is acceptable. Annual report on lagoon operations and testing to be furnished to the City of Belmont.
- 2. A storm water pollution prevention program for the project site shall be submitted to the Department of Public Works for review and approval. All required measures shall be implemented and maintained. The plan shall be submitted with the building plans for each phase of work.

C. Street Improvements

- 1. Existing streets, sidewalks, curb and gutters and street lights are proposed to remain unchanged. Any of the improvements damaged during the course of construction activities shall be removed and replaced.

2. Driveway approaches shall be constructed in accordance with City standards.
3. A new driveway entrance shall be constructed on Island Parkway, including reconstruction of the median island as shown on the conceptual plan. Improvement plans shall be submitted with each phase of building construction.
4. Modifications to the extension of Concourse Drive between the parking garage and Building One shall be made by the developer. Plans shall be submitted to the Department of Public Works for review and approval.

**D. Traffic Circulation**

The traffic study provided in the project EIR addresses certain traffic mitigation measures. Agreements have been made to accomplish these traffic mitigation measures.

**E. Flood Zone**

The owner/applicant shall provide all measures to comply with the Special Flood Hazard Zone a designation of the site and submit for map revisions.

**F. Soils and Geologic Report**

Submit soils and geologic report prepared by a qualified geotechnical consultant retained by the applicant. The report shall identify all potential geologic hazards along with feasible mitigations. Foundation designs for the proposed buildings shall be included in the final report.

**III. COMPLY WITH THE FOLLOWING CONDITIONS OF SOUTH COUNTY FIRE:**

- A. The project shall be constructed in compliance with the requirements established jointly by South County Fire and the Redwood City Fire Department.
- B. Turning radius of a fire apparatus access road shall be as approved by the chief. CFC, section 902.2.2.3

In a previous meeting with the architects, it was agreed that we would include the turning radius of the City of Redwood City due to the proximity of this project.

The City of Redwood City's turning radius is more restrictive than South County Fire Authority. Please refer to the attached sheet indicating the City of Redwood City's turning radius. A computer model simulation successful completion around the site is required.

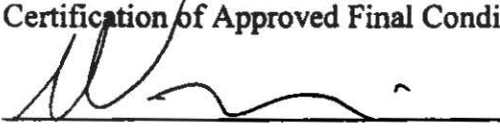
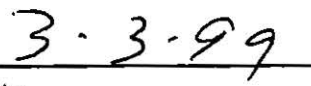
- C. Fire apparatus access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with a surface so as to provide all-weather driving capabilities. CFC, section 902.2.2.2.
- D. Road way(s) shall be capable of supporting 61,000 pounds of weight and shall meet Highway Standard H-20 prior to the beginning of construction.
- E. The location, number and type of fire hydrants connected to a water supply capable of delivering the required fire flow shall be provided on the public street or on the site of the premises or both to be protected as required and approved by the chief. UFC section 903.4.2.

Four hydrants are required based on the total required fire flow for this project. Location of hydrants, on sheet 1 of the site plan provided by Brian Kangas Foulk, are questionable. The hydrant on the north side is difficult to gain access.

South County Fire and the City of Redwood City shall dictate the location of all four hydrants.

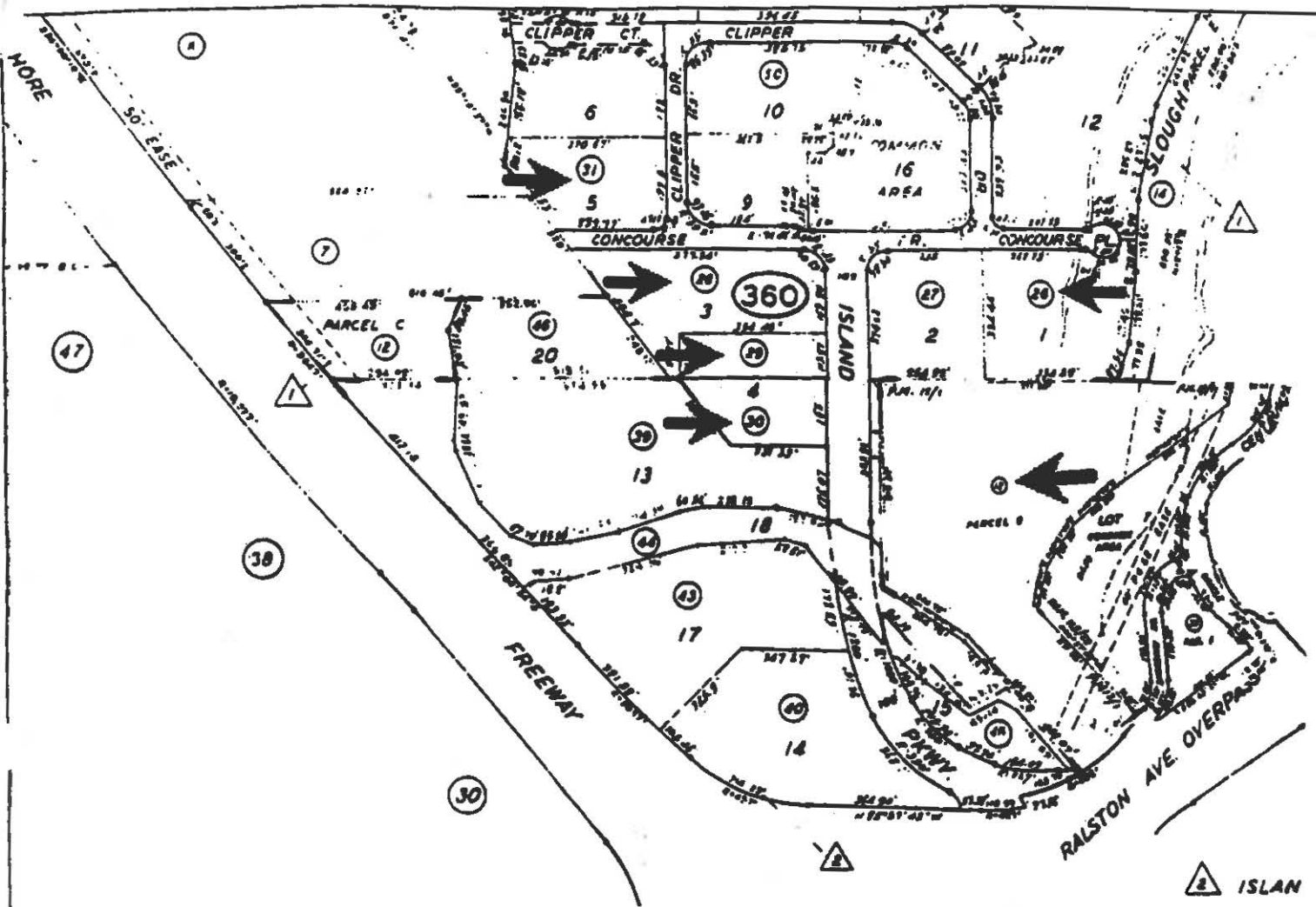
The hydrants shall be a Rich Corona, Jones or one of comparable quality with one 2½ inch and two 4½ inch outlets with national standards threads. The hydrants shall be on site and operational prior to the beginning of construction.

- F. Indicate on next submittal any locations of fire department connections in order that both cities can evaluate the location and accessibility.
- G. Indicate clearly all entrances to the building.
- H. Underground fire service shall be on one line and not connected to the domestic service.
- I. A condition of approval for this project is that the plan checking fees be paid to South County Fire. Failure to pay this fee will result in the project not being finalized.

<b>Certification of Approved Final Conditions:</b>	
 _____ Dan Vanderpriem, Director, Planning and Community Development	<div style="text-align: center;">           _____          Date       </div>

I:/hopper/oracle.cnd

**EXHIBIT A-1**  
**MAP OF PROPERTY**



**PHASE I**

parcel number:

- 040-360-260
- 095-040-120

**PHASE II**

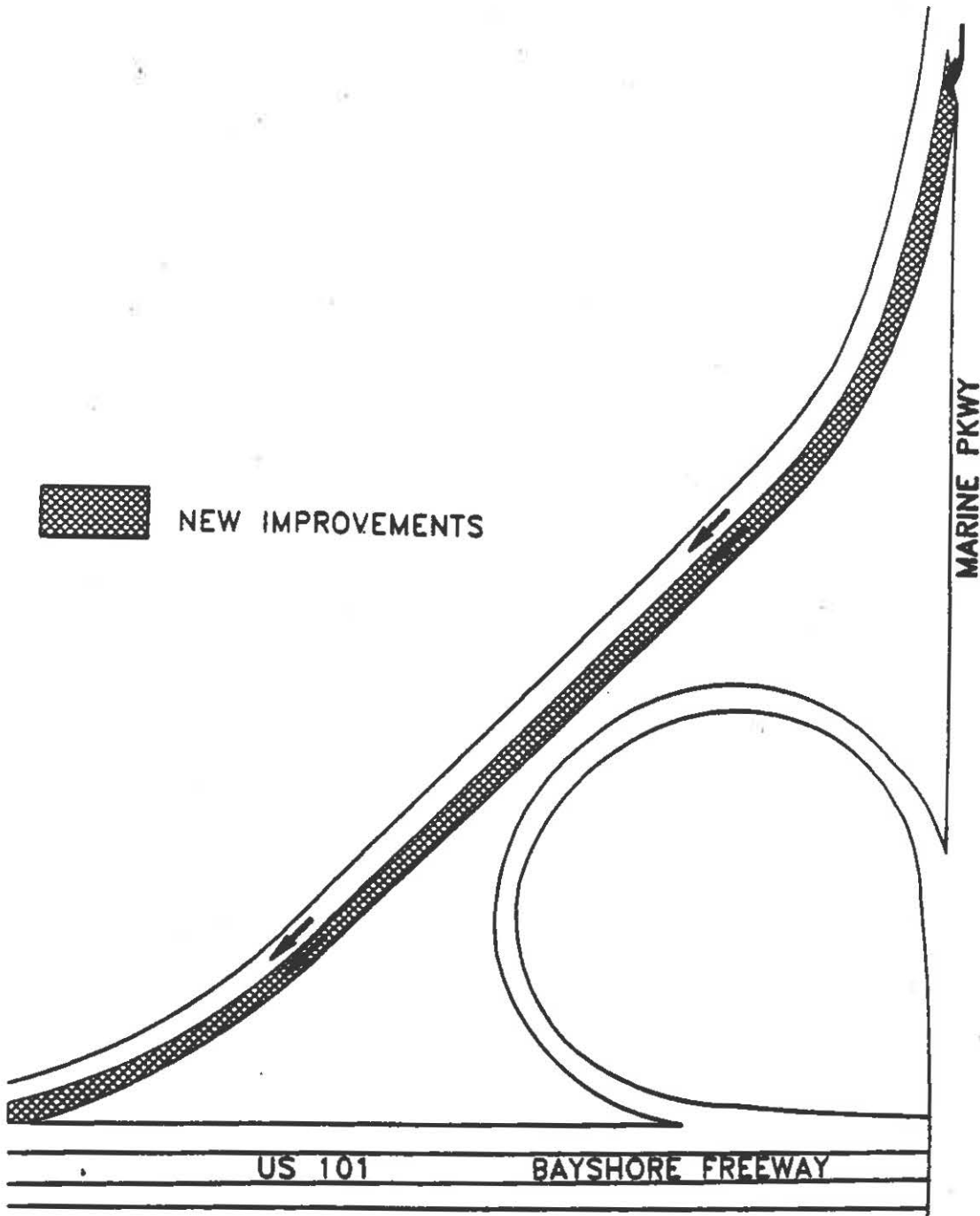
parcel number:

- 040-360-280
- 040-360-290
- 040-360-300
- 040-360-310

**EXHIBIT B**  
**AREAWIDE IMPROVEMENTS**

**NOTE - Area-wide improvements relevant to the Oracle Development are shown on the attached maps and more fully described in the "Shores Transportation Improvement District (STID) Final Report - Phase II" dated April 10, 1998.**





 NEW IMPROVEMENTS

MARINE PKWY

US 101

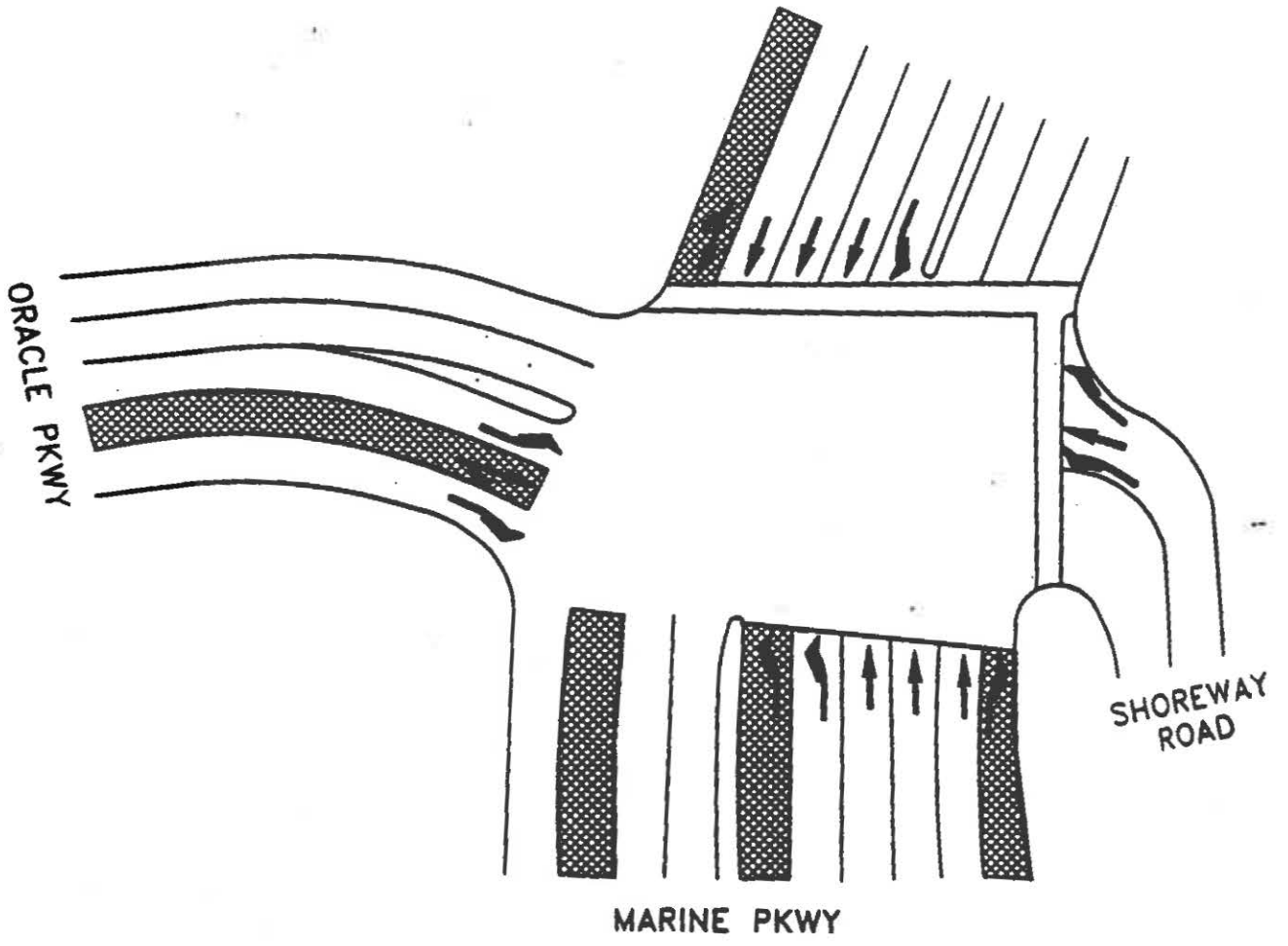
BAYSHORE FREEWAY

**BAYSHORE FREEWAY ON - RAMP (RALSTON)**

**Brian Kangas Faulk**  
 Engineers • Surveyors • Planners

540 Price Avenue  
 Redwood City, CA 94063  
 650/482-6300  
 650/482-6398 (FAX)

Subject SHORES TRANSPORTATION  
IMPROVEMENT DISTRICT  
 Job No. 950217-12  
 By \_\_\_\_\_ Date 3/25/98 Chkd. ML  
 SHEET \_\_\_\_\_ OF \_\_\_\_\_



 NEW IMPROVEMENTS

ORACLE PKWY - MARINE PKWY - SHOREWAY ROAD

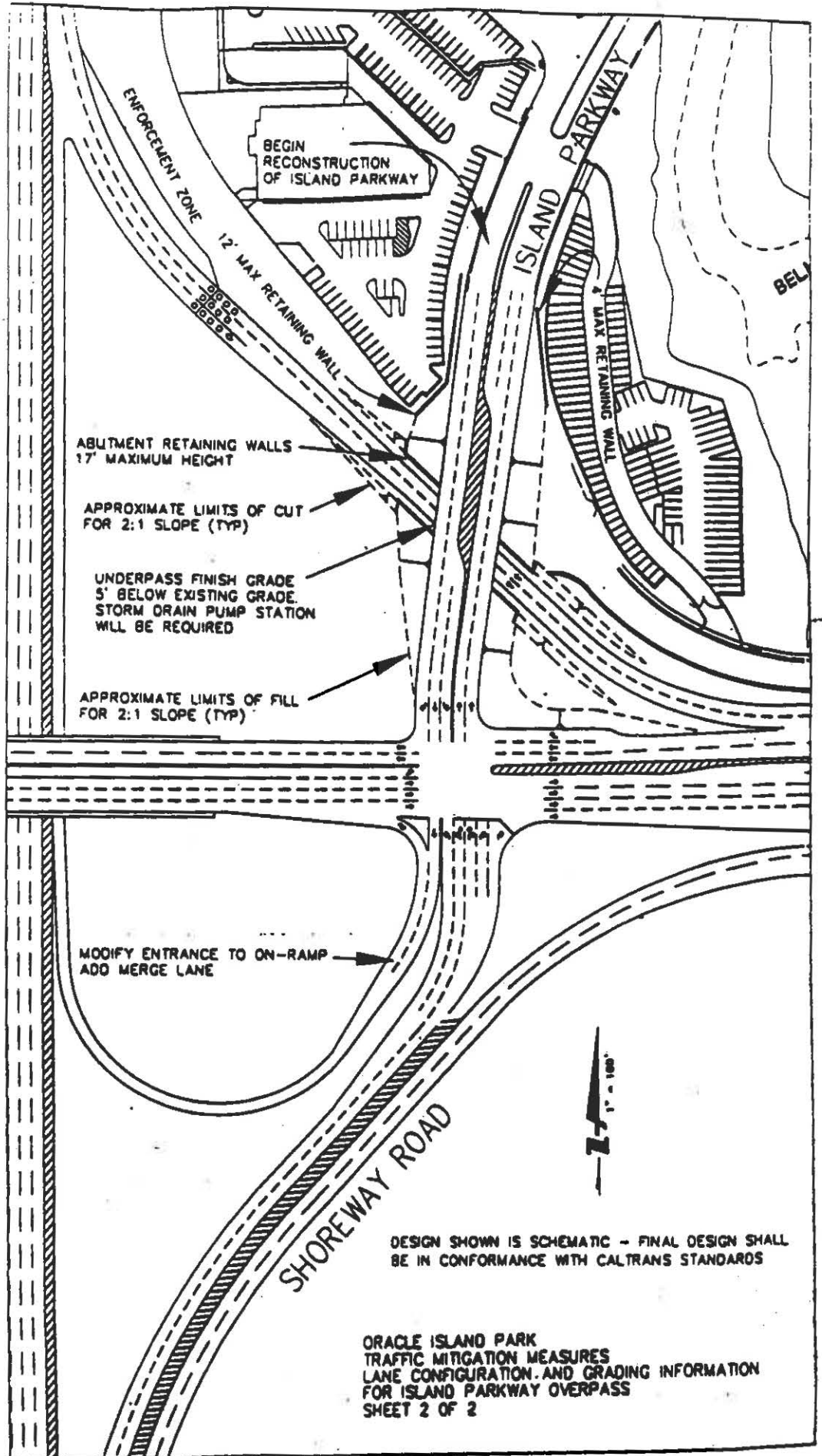
**Brian Kasper Fouk**  
 Engineers • Surveyors • Planners

540 Price Avenue  
 Redwood City, CA 94063  
 650/482-6300  
 650/482-6399 (FAX)

Subject SHORES TRANSPORTATION  
IMPROVEMENT DISTRICT  
 Job No. 950217-12  
 By \_\_\_\_\_ Date 3/25/98 Chkd. J  
 SHEET \_\_\_\_\_ OF \_\_\_\_\_

**EXHIBIT C**  
**DIRECT ACCESS IMPROVEMENTS**

LANE CONFIGURATION DETAIL



**EXHIBIT D**

**SITE PLAN**



EXHIBIT E  
CONCEPTUAL DEVELOPMENT PLAN

ORDINANCE NO. 935

**ORDINANCE ESTABLISHING AMENDMENTS TO THE CONCEPTUAL  
DEVELOPMENT PLAN FOR ISLAND PARK  
FOR LOTS #1, #3, #4, #5, ON ISLAND PARKWAY AND CONCOURSE PLACE  
AND TO ESTABLISH DEVELOPMENT GUIDELINES  
FOR LOT B104 IN REDWOOD CITY  
ASSESSOR PARCELS NUMBERS 040-360-260, 280, 290, 300, 310,  
AND 095-040-120 OTHERWISE KNOWN AS THE  
ORACLE DEVELOPMENT AT ISLAND PARK**

WHEREAS, a public hearing has been held by the City Council for the purpose of considering an amendment to the Conceptual Development Plan for Island Park to increase the amount of allowable office space to 330,000 square feet on lots #1, #3, #4, #5, and 87,000 square feet on lot B104 in Redwood City; and;

WHEREAS, the City Council has certified a Final Environmental Impact Report for the project pursuant to CEQA; and,

WHEREAS, pursuant to Section 16.7 of Ordinance 360, the City Council finds that the subject zoning amendment to the Planned Development Concept Plan for the property is necessary in order to implement the objectives of the General Plan and the Zoning Plan of the City of Belmont.

WHEREAS, the City Council finds that the total development in each individual unit therein can exist as an independent unit capable of creating an environment of sustained desirability and stability and that the uses proposed will not be detrimental to the present and potential surrounding uses, but will have a beneficial effect which could not be achieved under other zoning districts in that:

1. Public pathway improvements will be completed, direct access into Island Park will be implemented, dedicated parking for park users will be provided; and mitigations have been incorporated from the FEIR to assure a project of sustained desirability.

WHEREAS, the City Council further finds that the streets and thoroughfares proposed are suitable and adequate to carry anticipated traffic and the density will not generate traffic in such amounts as to overload the street network outside the PD District, in that:

1. Needed traffic improvements such as direct access to Island Park from Ralston Ave./Marine Parkway, a new freeway interchange, and freeway auxiliary lanes are incorporated into the project design and conditions, and will be implemented through a Development Agreement which

includes provisions for funding of the direct access prior to issuance of building permits for phase I.

WHEREAS, the City Council further finds that any proposed commercial development can be justified economically at the locations proposed, to provide for adequate commercial facilities of the types proposed, in that:

1. The applicant will occupy the subject office space and is a growing company which is currently leasing several buildings to accommodate its staff.

WHEREAS, the City Council further finds that the economic impact created by the PD District can be absorbed by the City (police and fire service, water supply, sewage disposal, etc.), in that:

1. Adequate financial compensation to the City of Belmont is provided for in the Development Agreement to cover the costs of providing city services.

WHEREAS, the City Council further finds that the proposed off-street parking is in substantial conformance with the provisions of Section 8 of this Ordinance that where an applicant's proposed off-street parking is less than that set forth by the standards of Section 8 of this Ordinance, circumstances are such that it would be a practical difficulty or create a physical hardship on the applicant for him to conform to the standards of Section 8, in that:

1. A parking demand analysis has been performed to determine the appropriate ratio of parking to office space, public parking impact mitigations are included in the project approval, and there is no over-flow parking allowed on public streets in the Island Park area.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Belmont as follows:

**Section 1:** The Conceptual Development Plan amendment for Island Park is hereby approved for the subject lots.

**Section 2:** The Conceptual Development Plan for the subject lots is as set forth in the attached Exhibit "A" and Exhibit "B" and the plans referenced therein, which are hereby established as the Conceptual Development Plan for the subject property.

**Section 3:** This Ordinance shall be posted on the bulletin board at the following two public places in the City: 1) City Hall; and 2) Post Office.

**Section 4:** This Ordinance shall take effect and be in force 30 days from and after its adoption:

INTRODUCED this 11 day of August, 1998.

PASSED this 25 day of August, 1998 by the following vote:

AYES,

COUNCIL MEMBERS: Della Santina, Feierbach, Hahn, Cook, Rianda

NOES,

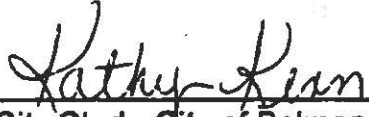
COUNCIL MEMBERS: None

ABSENT,

COUNCIL MEMBERS: None

ABSTAIN,

COUNCIL MEMBERS: None

  
\_\_\_\_\_  
City Clerk, City of Belmont

APPROVED:

  
\_\_\_\_\_  
Mayor, City of Belmont

oracle.ord

## EXHIBIT 'A'

## PERFORMANCE STANDARDS

1. The conceptual development plan is approved for a maximum of 410,000 square feet including lot B-104 in Redwood City. The project consists of two phases. Phase One is limited to 175,000 sq.ft. in two four-story buildings, one each on lot #1 and Lot B104, with two levels of decked parking over at-grade parking. Phase Two is limited to 235,000 sq.ft. in two buildings, one five-story and one six-story, to be located on Lots #3 and #4, plus a parking garage on Lot #5.
2. These performance standards will become effective simultaneously with the effective date of a new Development Agreement between Oracle and the City of Belmont which supersedes the agreement dated November 26, 1996.
3. Parking on Lots #3, #4, and #5 shall not be decreased from that shown on plans dated September 15, 1997 and parking on lots #1 and B104 shall be provided at a rate of 3 per 1000 sq.ft. of gross office space.
4. A bicycle/pedestrian path shall be located adjacent to Belmont Slough and O'Neill Slough and a bicycle/pedestrian bridge shall be constructed over Belmont Slough, which would connect the project with the existing Oracle headquarters campus facilities in Redwood Shores to the east and to pedestrian pathways throughout Foster City, Belmont, and Redwood Shores. The location of the bridge shall be determined at the Detailed Development Plan stage. Any changes in location shall be subject to approval by the Planning Commission. The bridge shall be constructed by the time of completion of Phase II. If bridge construction will be completed after construction of Phase II then a bond shall be provided guaranteeing bridge construction. Bay Trail links associated with Lot #1 and Lot B104 shall be constructed at the time of office building construction on those lots. Bay Trail links on parcels in Phase II shall be constructed with Phase II office buildings.
5. Development shall be as generally shown on Exhibit 'B' for a four building development, subject to approval of final building locations at the Detailed Development Plan stage.
6. The Detailed Development Plan submitted for approval shall incorporate the following:
  - a. The parking structures need additional architectural treatment and no

- conceptual design approval is granted. Design changes should include the use of a more highly-textured exterior treatment, incorporation of landscaping at upper levels of the garage, or other cosmetic features designed to make the garage appear more as an office building.
- b. The applicant shall investigate expanding the decked parking on lot B-104 to allow some of the surface parking along and within the BCDC shoreline jurisdiction area and/or between buildings #3 and #4 to be eliminated and replaced with landscaping.
  - c. A landscaped plaza, of a size to be determined by the Planning Commission, shall be incorporated into the project design and located between Buildings #3 and #4. The plaza shall have a connection to the BCDC trail and shall incorporate public art, seating areas, landscaping, a water feature or other focus of interest, and bollard-style evening lighting.
  - d. A pedestrian link from the BCDC trail to the Sports Complex shall be provided under Island Parkway, adjacent to the Slough, if required by BCDC. A contribution toward park improvements shall be made in accordance with the Development Agreement.
7. No building permit for Phase II office building construction shall be issued until contracts are let for a) surface street improvements shown in the FEIR between the freeway and the entrance to Island Park as shown on the selected Direct Access Alternative, 2) the partial clover leaf conversion and widened north-bound on-ramp, 3) the selected Direct Access alternative, 4) the Direct Access intersection with Marine Parkway, and 5) the north-bound Auxiliary Lanes for Highway 101. Prior to issuance of building permits for Phase I offices, four million dollars shall be deposited to an escrow or trust account, together with the City contribution of one million dollars, to assure funding for the direct access to Island Park.
  8. Direct access from Island Parkway to Marine Parkway/Ralston Avenue shall be consistent with Exhibit "B" attached (recessed north-bound on-ramp with island parkway bridged over). If Direct Access from Marine Parkway to Island Parkway is determined to be infeasible, due to CalTrans disapproval, then this conceptual development plan shall be null and void for Phase II office construction.
  9. Failure of the Redwood Shores Traffic Improvement District to be passed or to fund the improvements listed herein shall not release the applicant from causing these mitigating traffic improvements to be constructed, prior to or simultaneously with Phase II office buildings.
  10. ~~Enter into an amended DDA to contribute an amount not to exceed \$500,000 toward the purchase price of fire fighting equipment/ station expansion. The contribution is to be made to the Belmont Fire Protection District. (Covered by new DDA)~~

11. Provide a parking easement for use by park users over lots 3, 4, and 5.
12. Submit a parking management plan to indicate how Oracle will accommodate employee and park user parking. For example, parking could be managed by Oracle issuing "Oracle Parking Stickers" for employees. This would differentiate staff autos from public autos and allow Oracle to enforce the time limitations in the Development Agreement.
13. Submit a written statement with the detailed development plan indicating how each of the required mitigation measures has been incorporated into the project.
14. All submittals required with the Detailed Development Plan must be submitted prior to acceptance of a complete application:
15. Prior to the hearing on the Detailed Development Plan, erect on site, a temporary structure at least 6 feet in height incorporating the materials to be used on the exterior of the office building in the same proportion as they would be used on the finished structures.
16. Submit a specific construction phasing plan indicating the completion of such items as landscaping, pedestrian bridge, garage, decked parking, surface parking, and other site improvements; the limits of phased work, and the improvement areas to be completed with each building.
17. Construct 80 parking spaces in close vicinity to the City park on lots #3 and #4 for use by park users during construction on these lots.

orclpfst



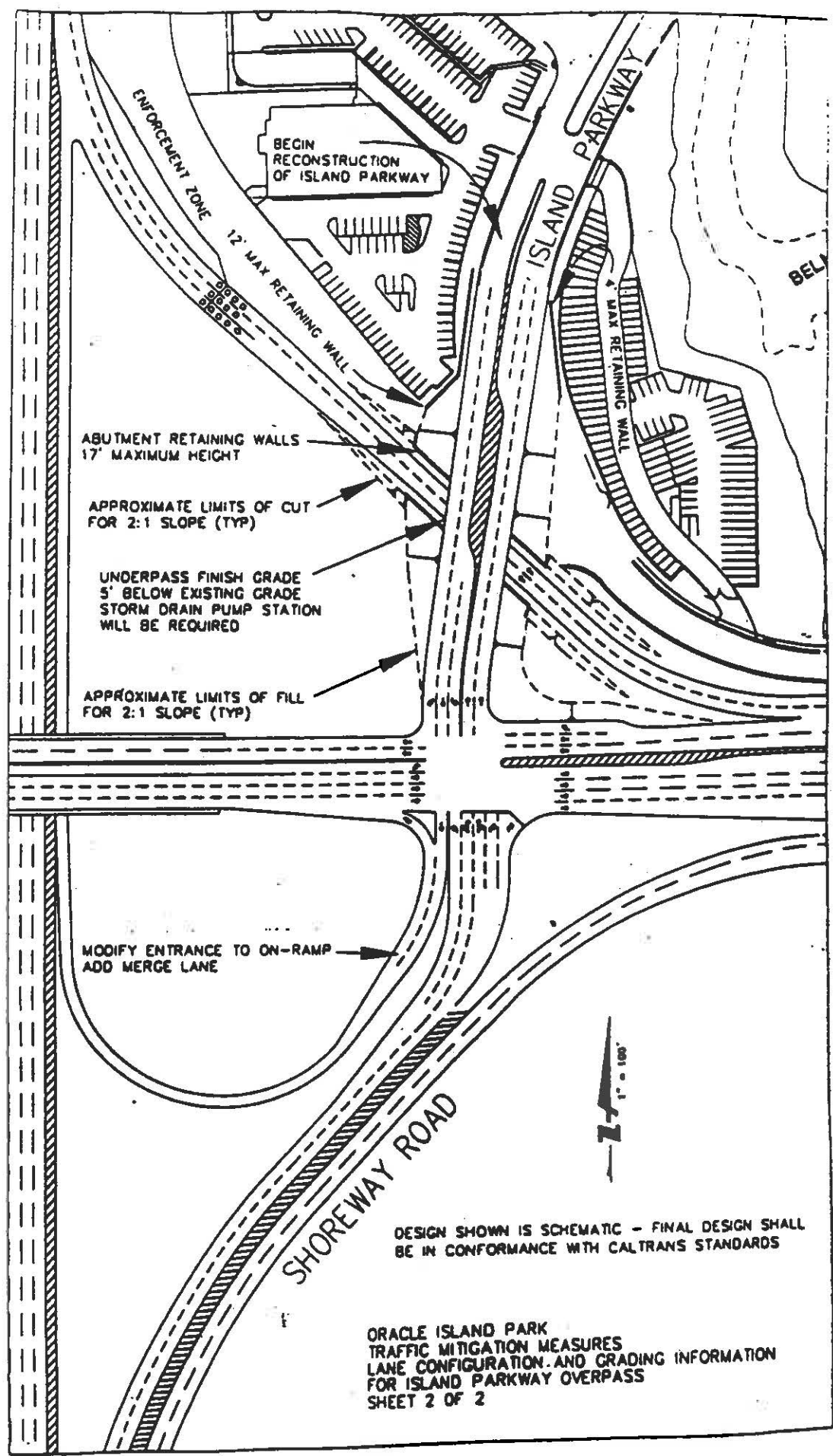
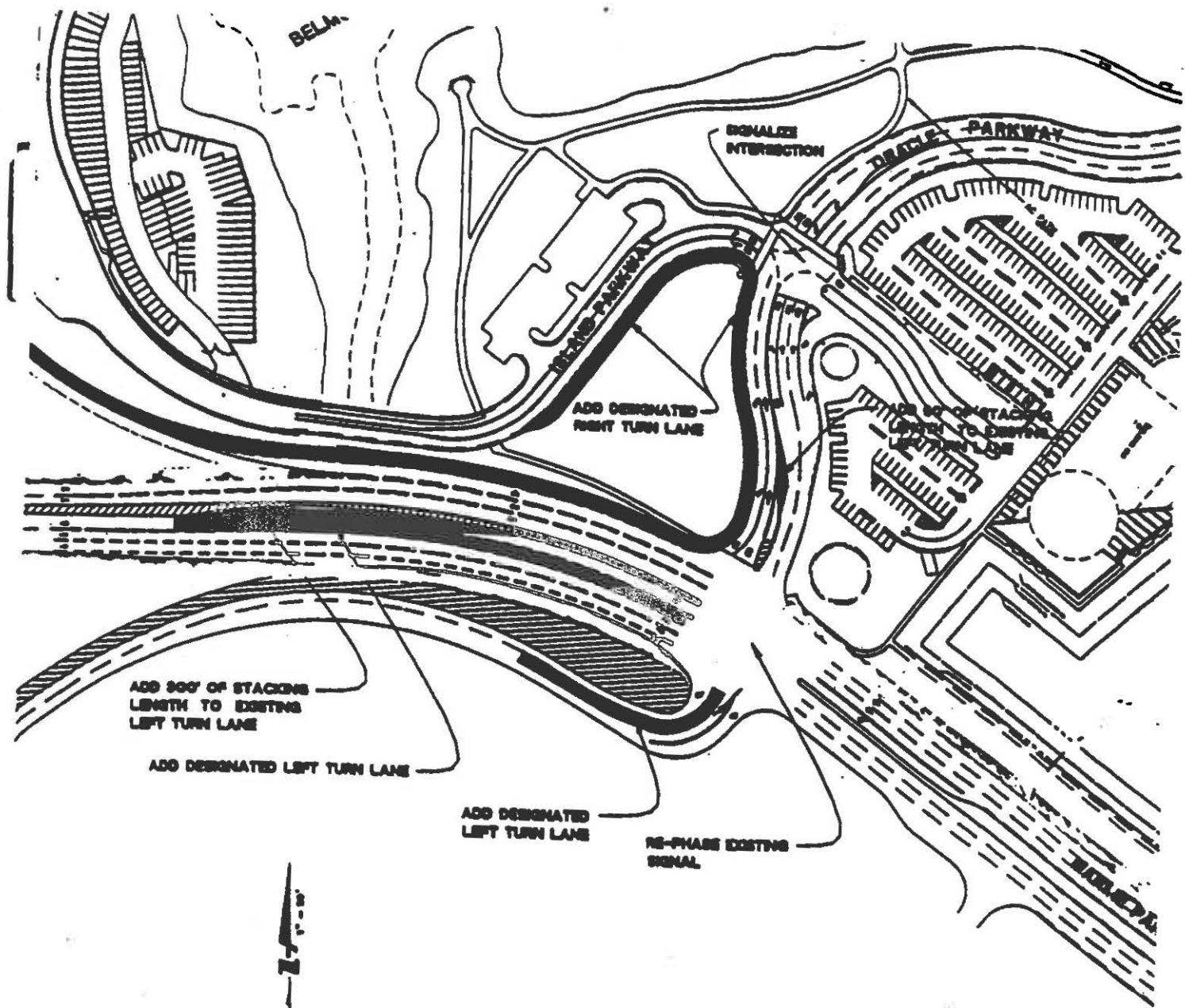


EXHIBIT "B"  
LANE CONFIGURATION DETAIL

DESIGN SHOWN IS SCHEMATIC - FINAL DESIGN SHALL BE IN CONFORMANCE WITH CALTRANS STANDARDS

ORACLE ISLAND PARK  
TRAFFIC MITIGATION MEASURES  
LANE CONFIGURATION AND GRADING INFORMATION  
FOR ISLAND PARKWAY OVERPASS  
SHEET 2 OF 2

EXHIBIT F  
PHASE 1 AREAWIDE IMPROVEMENTS



**LEGEND:**



**PROPOSED IMPROVEMENTS**



**MEDIAN SHOWN IN SELECTED AREAS**

**ORACLE ISLAND PARK  
TRAFFIC MITIGATION MEASURE**

**OCTOBER 7, 1997**

**Schedule of Improvements**

1. Add designated right turn lane from Island Parkway bridge to northbound on-ramp.
2. Add 60 feet of stacking length to existing left turn lane on Oracle Parkway.
3. Signalize Oracle/Island Parkway intersection and re-phase existing Oracle/Marine Parkway signal.
4. Add left turn lane at northbound Shoreway and eastbound Marine parkway
5. Add 300 feet of stacking length to existing left turn lane on eastbound Marine Parkway.

**EXHIBIT H**  
**PARKING PLAN**



**EXHIBIT G**  
**PARCEL B-104 DEED RESTRICTION**

EXHIBIT G

Form of Restrictive Covenant

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

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RESTRICTIVE COVENANT

ORACLE SHORES ASSOCIATES, LLC, a California limited liability company, herein called "Owner", as owner of the real property situated in the City of Redwood City, County of San Mateo, State of California, more particularly described in Exhibit A attached hereto (the "Site") hereby covenants by and for itself, its successors and assigns and for the benefit of the City of Belmont, a municipal corporation ("City") and the Belmont Redevelopment Agency, a public body corporate and politic ("Agency") that:

1. The development on the Site shall be limited to a building not exceeding 87,500 square feet (excluding rooftop penthouse mechanical space) with a height not to exceed four stories and a rooftop mechanical penthouse designed in a manner such that it will not be generally visible from the ground level in the vicinity of the building, a parking structure containing approximately 330 parking spaces (with the exact number of spaces to be determined by the detailed development plan approved by the City and the City of Redwood City), and site improvements such as walkways, driveways, and landscaping.

2. The Owner has entered into an Owner Participation Agreement and Development Agreement (the "OPDA") dated \_\_\_\_\_, 1998 with the Agency and City providing for Owner to develop the Site and adjoining property that is within the City and within the boundaries of the Los Costanos Community Development Plan administered by the Agency. The OPDA contemplates that an integrated office development of approximately 410,000 square feet will be built on the Site and adjoining property and that public improvements including traffic improvements will be constructed to serve that office development. The purpose of this Restrictive Covenant is to assure that development of the Site is consistent with the OPDA and the development plan and public improvements contemplated thereby. Therefore, it is intended and agreed that the agreement and covenants provided in Section 1 above shall be covenants running with the land. In any event, and without regard to technical classification or designation, legal or otherwise, specifically provided in this Restrictive Covenant, such agreement and covenants shall be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of and enforceable by the Agency and City, and against the Owner and successor in interest to the Owner of the Site or any part thereof or any interest therein, and any party in

possession or occupancy of any part thereof. It is intended and agreed that the Agency and City shall be deemed beneficiaries of the agreements and covenants provided in Section 1 above both for and in its own right and also for the purpose of protecting the interests of the community and such other parties, public or private, who benefit from such agreements and covenants. The agreements and covenants provided in Section 1 shall run in favor of the Agency and City for the entire period during which such agreements and covenants shall be in force and effect, without regard to whether the Agency and City have at any time been, remains, or is an owner of any land or interest therein to, or in favor of, which such agreements and covenants related. The Agency and City shall have the right, in the event of any breach of any such agreement or covenant, to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach of agreement or covenant, to which it or other beneficiaries of such agreement or covenant may be entitled, by operation of law or in equity.

3. It is intended and agreed that the covenants and agreements set forth in Section 1 above shall remain in full force and effect for fifty (50) years.

4. Mortgagee Protection. No breach of the covenants, conditions or restrictions set forth herein shall impair, defeat or render invalid the lien or charge of any mortgage or deed of trust encumbering the Site, or any ground lease affecting the Site; and all such covenants, conditions and restrictions shall be binding upon and effective against any person or entity whose title to the Site is derived pursuant to judicial or nonjudicial foreclosure or by a deed in lieu of foreclosure, or any other successor to Owner as owner of the Site.

5. Estoppel Letter. Upon request of Owner, the Agency and City shall provide to prospective purchasers of the Site or prospective Lenders to Owner, a letter indicating whether Owner is in compliance with the terms of this Restrictive Covenant.

IN WITNESS WHEREOF, the parties hereto have executed this Restrictive Covenant this \_\_\_\_ day of \_\_\_\_\_, 1998.

CITY OF BELMONT, a municipal Corporation

\_\_\_\_\_  
By: \_\_\_\_\_, its \_\_\_\_\_

BELMONT REDEVELOPMENT AGENCY,  
a public body corporate and politic

\_\_\_\_\_  
By: \_\_\_\_\_, its \_\_\_\_\_

**ORACLE SHORES ASSOCIATES, LLC, a  
California limited liability company**

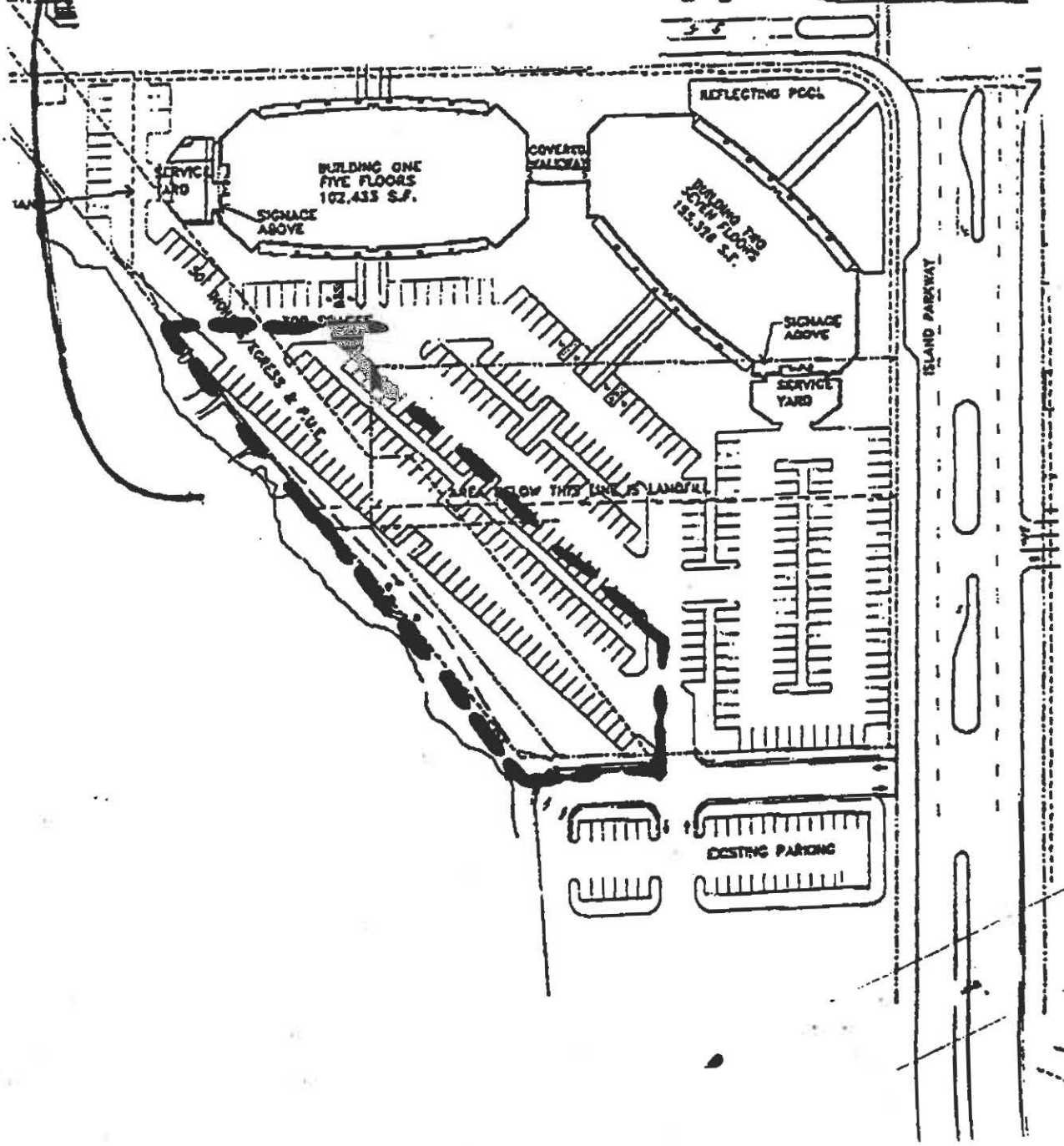
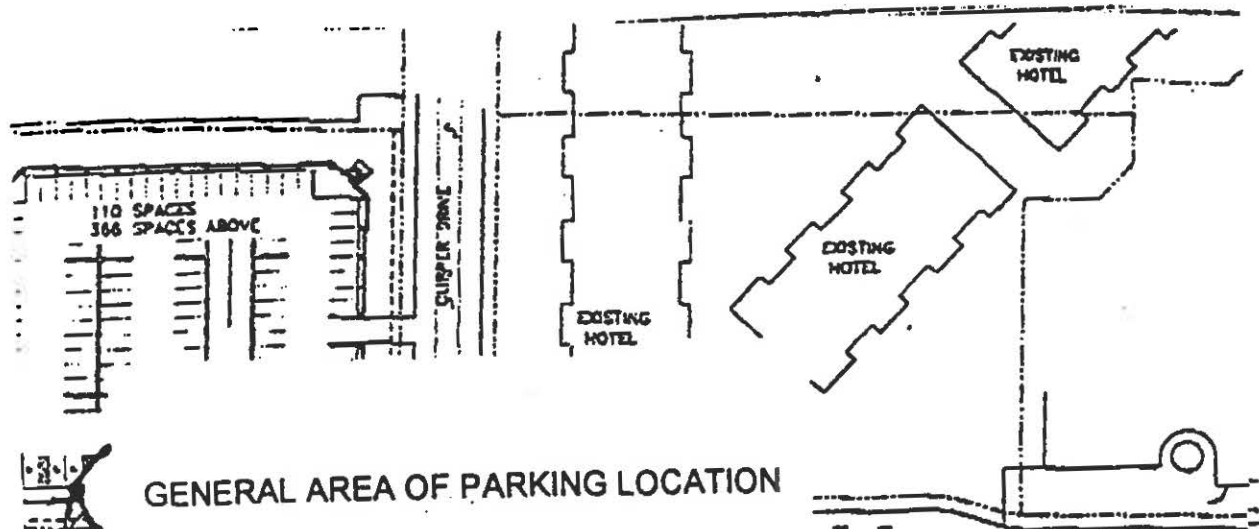
**By its members:  
ORACLE CORPORATION, a Delaware  
corporation**

\_\_\_\_\_  
**By: \_\_\_\_\_, its \_\_\_\_\_**

**SHORES ASSOCIATES, LLC, a California limited  
liability company**

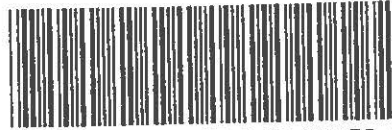
\_\_\_\_\_  
**By: \_\_\_\_\_, its \_\_\_\_\_**

**EXHIBIT H**  
**PARKING PLAN**



First American Title Ins. Co.  
Escrow # 416356rc/jn  
RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:

Russell, Russell & Patton  
650 California Street  
8th Floor  
San Francisco, CA 94108  
Attn: Bruce J. Russell, Esq.



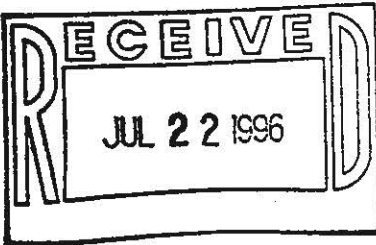
OFFICIAL RECORDS OF SAN MATEO COUNTY  
ASSESSOR-COUNTY CLERK-RECORDER  
WARREN SLOCUM

Recorded at Request of  
FIRST AMERICAN TITLE COMPANY

96-069426 06/11/96 08:00

Recording Fee: 38 AMICULOB

Space Above This Line for Recorder's Use Only



12P

SIXTH AMENDMENT TO AGREEMENT



I, Kathy Kern, Clerk of the City of Belmont, California, do hereby certify this document is a true, full and correct copy of Redevelopment Agency Resolution No. 266, a Resolution of the Belmont Redevelopment Agency approving the Sixth Amendment to the Development Agreement between the City of Belmont, Belmont Redevelopment Agency and K.G. Land California Corporation.

DATE: June 4, 1996

Kathy Kern,

Kathy Kern  
Belmont City Clerk

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A PROFESSIONAL CORPORATION  
939 LAUREL T. SUITE D  
SAN CARLOS CALIFORNIA  
TELEPHONE 593-3117

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RESOLUTION NO. R.A. 266

RESOLUTION OF THE REDEVELOPMENT AGENCY OF THE CITY OF BELMONT APPROVING THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BELMONT, BELMONT REDEVELOPMENT AGENCY AND K.G. LAND CALIFORNIA CORPORATION

BE IT RESOLVED by the Redevelopment Agency of the City of Belmont that the Sixth Amendment to the Development Agreement between the CITY OF BELMONT, BELMONT REDEVELOPMENT AGENCY and K.G. LAND CALIFORNIA CORPORATION and its assignees Redwood Shores Properties and K.G.R. Limited Partnership be, and same is hereby approved and the Chairman is authorized to execute the same.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the Redevelopment Agency of the City of Belmont at a regular meeting thereof held on May 28, 1996 by the following vote:

AYES, DIRECTORS: Rianda, Harris, Della Santina, Feierbach, Levitt

NOES, DIRECTORS: None

ABSTAIN, DIRECTORS: None

ABSENT, DIRECTORS: None

Kathy Kern  
SECRETARY of the Redevelopment Agency

APPROVED:  
Nancy D. [Signature]  
CHAIR of the Redevelopment Agency

Please record and return to:  
City Clerk  
1070 Sixth Avenue  
Suite 311  
Belmont, CA 94002

Reso. No. 7860  
R.A. 266

### SIXTH AMENDMENT TO AGREEMENT

This SIXTH AMENDMENT TO AGREEMENT ("Sixth Amendment") is entered into this 28th day of May, 1996, by and among the City of Belmont ("Belmont"), the Belmont Redevelopment Agency ("Agency"), KG Land California Corporation, a California corporation ("KG Land California"), Redwood Shores Properties, a California joint venture general partnership ("RSP") as the partial assignee of KG Land California with respect to the Agreement (as defined in Recital A below), and KGR Limited Partnership, a California limited partnership ("KGR") as the indirect partial assignee of KG Land California with respect to the Agreement as it affects the residential portion of Island Park commonly known as Farallon at Island Park. Belmont, Agency, KG Land California, RSP and KGR are sometimes referred to herein individually as a "party" and collectively as the "parties". This Sixth Amendment affects the rights and obligations of the parties with respect to a joint public sector/private sector development project known as Island Park (the "Project") located in the City of Belmont and within the boundaries of the Los Costanos Redevelopment Area. Unless otherwise indicated or defined herein, capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement. All terms defined herein shall be incorporated into and be a part of the Agreement as though originally set forth therein.

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### RECITALS TO SIXTH AMENDMENT

A. Belmont, Agency and KG Land California originally entered into an Agreement dated December 11, 1984 and recorded in the Official Records of San Mateo County on May 17, 1985 as Document No. 85048956 concerning the development of the Project (the "Agreement").

B. The Agreement has previously been modified and amended by several amendments, including a written agreement dated May 10, 1988 ("First Amendment"), the Agreement Modifying Development Agreement dated May 24, 1988 ("Second Amendment"), the Third Amendment to Agreement dated July 6, 1988 ("Third Amendment"), the Fourth Amendment to Agreement dated January 9, 1990 ("Fourth Amendment") and the Fifth Amendment to Agreement dated April 25, 1995 ("Fifth Amendment"). As used in this Sixth Amendment, the Agreement means all modifications and amendments to date, including the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment. The parties desire to make certain further modifications and amendments to the Agreement as set forth in this Sixth Amendment.

C. Certain events and circumstances have occurred since the Fifth Amendment with respect to the current and continuing development of the Project, including the development and approvals for Lot 1 and for Lots 3, 4 and 5, the funding of the Area Roadway Improvements Fund and the respective rights and obligations of the parties thereunder and the proper interpretation of the Project Agreements and Approvals.

D. Belmont has, for example, expedited the processing of the residential development approvals for Phase II of the Farallon Project and for Lot 1 in order to encourage and to try to facilitate the sale and development of those properties. In connection therewith, Belmont has incurred extra expenses that were not previously anticipated by the parties. Additionally, Belmont and the Agency have incurred additional and unanticipated expenses with respect to the completion of development at Island Park, including Belmont and Agency involvement in public hearings and extensive negotiations with Oracle Corporation and others regarding the development of Lots 3, 4 and 5, and the possibility of Oracle Corporation purchasing and developing other parcels at or adjacent to the Project.

E. Circumstances have also changed with respect to the Area Roadway Improvements Fund. Although a small portion of the Area Roadway Improvements Fund has been utilized pursuant to the Agreement for design and engineering purposes, the parties acknowledge that no portion of the Area Roadway Improvements Fund is currently needed to defray the cost of actual construction of the Area Roadway Improvements pursuant to the Agreement. Moreover, the parties acknowledge that it is not anticipated that such funds will be needed for actual construction for at least the next twelve months. Accordingly, and in consideration for the additional and unanticipated expenses incurred by Belmont in connection with the development of the Project, the parties have agreed to advance certain payments to Belmont and to defer temporarily (for a period of approximately one year), payment of the Additional Contribution to the Area Roadway Improvements Fund. Such deferral shall not, in any way, reduce the amount to be contributed to the Area Roadway Improvements Fund or affect the availability of any of the Island Park Contribution and the Area Roadway Improvements Fund for the purposes intended as specified in the Fifth Amendment.

F. This Sixth Amendment is executed pursuant to and in accordance with the California Redevelopment Law (California Health and Safety Code §32000 et seq), the California Development Agreement Statutes (California Government Code §5864 et seq), Belmont's ordinances establishing procedures and requirements for development agreements, the terms and conditions of the Project Agreements and Approvals and Belmont's and the Agency's inherent rights, powers and authority to implement, interpret, administer and perform contracts, agreements, permits and approvals.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The last paragraph of Subparagraph f (Cost of Improvements) of Paragraph 3 of the Agreement (as amended on pages 15-16 of the Fifth Amendment) shall be amended by deleting the figure of One Hundred Thousand Dollars (\$100,000) in subsection (i) of said paragraph, and substituting the amount of Three Hundred Thousand Dollars (\$300,000). The parties agree that, unless expressly waived in writing by KGR and RSP, the foregoing provisions of this Paragraph 1, amending subparagraph f of Paragraph 3 of the Agreement, shall be expressly conditioned upon, and shall be effective if, and only if, the sale of the property for Phase II of the Farallon Project by KGR to Kaufman and Broad - South Bay, Inc. actually closes escrow on or before June 28, 1996, and the sale of Lot 1 by RSP to Oracle Corporation or Kaufman and Broad actually closes escrow on or before June 28, 1996.

2. Under the Project Agreements and Approvals, certain questions and disputes have arisen between the parties with respect to whether any of the existing parking spaces on Lot 1 are needed, required or otherwise should be used or made available for the use and enjoyment of the existing office building on Lot 2. To resolve such questions and disputes, the parties agree that all of such existing parking spaces on Lot 1 are not needed or required for the use of Lot 2 but there shall be no occupancy and use of Lot 1 for commercial or residential purposes unless and until: (i) if Lot 1 is developed for commercial purposes, a non-exclusive easement (or some other agreement, understanding or mechanism that Belmont determines is acceptable) is provided to share the use of up to nine (9) parking spaces (the "Required Parking") on Lot 1 with users of Lot 2, provided, however, that any such arrangement to provide the Required Parking shall not, in any way, increase the number of parking spaces that would otherwise be required on or for Lot 1 as determined in accordance with the Project Agreements and Approvals and as part of any future Detailed Development Plan, Design Review or other appropriate proceeding in connection with the development of Lot 1; or (ii) if Lot 1 is developed for residential purposes, an exclusive easement (or some other agreement, understanding or mechanism that Belmont determines is acceptable including, without limitation, a lot line adjustment) is provided on Lot 1 in an area adjacent to Lot 2 to allow for the exclusive use of the Required Parking by the users of Lot 2. Belmont and the Agency acknowledge and agree that this provision for providing the Required Parking finally and conclusively settles and resolves all of the above-referenced questions or disputes regarding the parking requirements for Lot 2 and that from and after the date of this Sixth Amendment, the Lot 2 office building (as currently constructed and used) shall be considered and deemed to be in full compliance with all Project Agreements and Approvals and any other laws, ordinances, regulations or

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requirements applicable to parking for Lot 2. The provisions of this paragraph for providing the Required Parking on Lot 1 shall not apply if Lot 1 and Lot 2 are in the same ownership and Lot 1 is developed for commercial purposes.

3. Paragraph 19(a) is deleted in its entirety and replaced with the following:

a. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

CITY OF BELMONT  
City Hall  
1365 Fifth Avenue  
Belmont, CA 94002

Attention: City Manager

BELMONT REDEVELOPMENT AGENCY  
City Hall  
1365 Fifth Avenue  
Belmont, CA 94002

Attention: Executive Director

KG LAND CALIFORNIA CORPORATION  
1875 S. Grant Street  
Suite 1000  
San Mateo, CA 94402-2671

Attention: President

REDWOOD SHORES PROPERTIES  
1875 S. Grant Street  
Suite 1000  
San Mateo, CA 94402

Attention: President

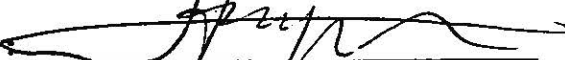
KGR LIMITED PARTNERSHIP  
1875 S. Grant Street  
Suite 1000  
San Mateo, CA 94402-2671

Attention: Vice President

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Except as modified by this Sixth Amendment, the Agreement is and shall remain in full force and effect:

KG LAND CALIFORNIA CORPORATION,  
a California corporation


By:   
Katsumi Hayakawa  
President

REDWOOD SHORES PROPERTIES,  
a California joint venture  
general partnership

By: KG SHORES CORPORATION,  
a California corporation,  
a general partner

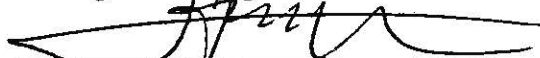
By:   
Katsumi Hayakawa  
President

By: KG PENINSULA SHORES CORPORATION,  
a California corporation,  
a general partner


By:   
Katsumi Hayakawa  
President

KGR LIMITED PARTNERSHIP,  
a California limited partnership

By: KG HOMES ISLAND PARK CORPORATION,  
a California corporation,  
its sole general partner

By:   
Katsumi Hayakawa  
President

CITY OF BELMONT

By:   
Nancy D. Levitt, Mayor of the City of Belmont  
authorized representative

  
Damon B. Edwards, CITY MANAGER

[Signature Blocks Continued On Next Page]

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BELMONT REDEVELOPMENT AGENCY

By: Damon B. Edwards  
Executive Director  
Damon B. Edwards

By: Nancy D. Levitt  
\* Redevelopment Agency  
Executive Director, and  
authorized representative

\* Nancy D.  
Levitt

ATTEST:

By: Kathy Kern  
Kathy Kern, City Clerk

APPROVED AS TO FORM:

By: Jean B. Savaree  
Jean B. Savaree, Esq.  
City Attorney

Kathy Kern  
Kathy Kern, Agency Secretary

By: Bruce Russell  
Bruce J. Russell, Esq.  
Russell, Russell & Patton  
Attorneys for  
KG Land California/RSP/KGR

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State of California )  
 ) ss.  
County of San Mateo )

On this 16<sup>th</sup> day of June, 1996, before me, the undersigned, a notary public in and for the State of California, personally appeared KATSUMI HAYAKAWA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Tina M. Davis  
Signature



(Seal)

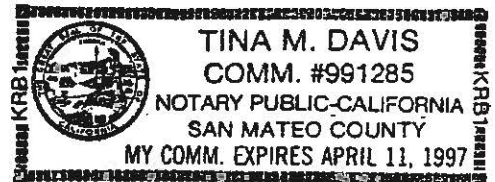
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State of California )  
 ) ss.  
County of San Mateo )

On this 16<sup>th</sup> day of June, 1996, before me, the undersigned, a notary public in and for the State of California, personally appeared KATSUMI HAYAKAWA, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the within instrument.

WITNESS my hand and official seal.

Tina M. Davis  
Signature



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of California

County of San Mateo

On June 4, 1996 before me Gwenevere D. Mitchell, Notary

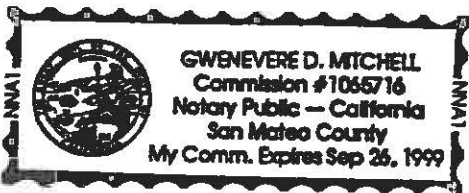
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NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Damon B. Edwards

NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.

Gwenevere D. Mitchell  
SIGNATURE OF NOTARY

96069426

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

INDIVIDUAL  
 CORPORATE OFFICER  
City Manager  
TITLE(S)

Sixth Addendum To Agreement  
TITLE OR TYPE OF DOCUMENT

PARTNER(S)       LIMITED  
 GENERAL  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

6  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)  
City of Belmont

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SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

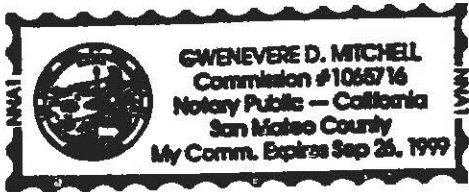
State of California

County of San Mateo

On June 4, 1996 before me, Gwenevere D. Mitchell, Notary  
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Nancy D. Levitt  
NAME(S) OF SIGNER(S)

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



WITNESS my hand and official seal.  
Gwenevere D. Mitchell  
SIGNATURE OF NOTARY

96069426

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

INDIVIDUAL  
 CORPORATE OFFICER  
Mayor  
TITLE(S)

PARTNER(S)  LIMITED  
 GENERAL  
 ATTORNEY-IN-FACT  
 TRUSTEE(S)  
 GUARDIAN/CONSERVATOR  
 OTHER: \_\_\_\_\_

DESCRIPTION OF ATTACHED DOCUMENT

Sixth Amendment To Agreement  
TITLE OR TYPE OF DOCUMENT

6  
NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(ES)  
City of Belmont

SIGNER(S) OTHER THAN NAMED ABOVE

AARONSON, ERSON, COHN & LANZONE  
A PR ONAL CORPORATION  
939 LAUREL STREET, SUITE D  
SAN CARLOS, CALIFORNIA  
TELEPHONE 593-3117

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RESOLUTION NO. 7860

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT APPROVING THE SIXTH AMENDMENT TO THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BELMONT, BELMONT REDEVELOPMENT AGENCY AND K.G. LAND CALIFORNIA CORPORATION

BE IT RESOLVED by the City Council of the City of Belmont that the Sixth Amendment to the Development Agreement between the CITY OF BELMONT, BELMONT REDEVELOPMENT AGENCY and K.G. LAND CALIFORNIA CORPORATION and its assignees Redwood Shores Properties and K.G.R. Limited Partnership be, and same is hereby approved and the Mayor is authorized to execute the same.

\* \* \* \* \*

I hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of Belmont at a regular meeting thereof held on May 28, 1996 by the following vote:

AYES, COUNCILMEMBERS: Rianda, Harris, Della Santina, Feierbach, Levitt

NOES, COUNCILMEMBERS: None

ABSTAIN, COUNCILMEMBERS: None

ABSENT, COUNCILMEMBERS: None

Kathy Kern  
CLERK of the City of Belmont

APPROVED:  
Mayor [Signature]  
MAYOR of the City of Belmont

SIXTH AMENDMENT TO AGREEMENT

This SIXTH AMENDMENT TO AGREEMENT ("Sixth Amendment") is entered into this 28th day of May, 1996, by and among the City of Belmont ("Belmont"), the Belmont Redevelopment Agency ("Agency"), KG Land California Corporation, a California corporation ("KG Land California"), Redwood Shores Properties, a California joint venture general partnership ("RSP") as the partial assignee of KG Land California with respect to the Agreement (as defined in Recital A below), and KGR Limited Partnership, a California limited partnership ("KGR") as the indirect partial assignee of KG Land California with respect to the Agreement as it affects the residential portion of Island Park commonly known as Farallon at Island Park. Belmont, Agency, KG Land California, RSP and KGR are sometimes referred to herein individually as a "party" and collectively as the "parties". This Sixth Amendment affects the rights and obligations of the parties with respect to a joint public sector/private sector development project known as Island Park (the "Project") located in the City of Belmont and within the boundaries of the Los Costanos Redevelopment Area. Unless otherwise indicated or defined herein, capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement. All terms defined herein shall be incorporated into and be a part of the Agreement as though originally set forth therein.

RECITALS TO SIXTH AMENDMENT

A. Belmont, Agency and KG Land California originally entered into an Agreement dated December 11, 1984 and recorded in the Official Records of San Mateo County on May 17, 1985 as Document No. 85048956 concerning the development of the Project (the "Agreement").

B. The Agreement has previously been modified and amended by several amendments, including a written agreement dated May 10, 1988 ("First Amendment"), the Agreement Modifying Development Agreement dated May 24, 1988 ("Second Amendment"), the Third Amendment to Agreement dated July 6, 1988 ("Third Amendment"), the Fourth Amendment to Agreement dated January 9, 1990 ("Fourth Amendment") and the Fifth Amendment to Agreement dated April 25, 1995 ("Fifth Amendment"). As used in this Sixth Amendment, the Agreement means all modifications and amendments to date, including the First Amendment, Second Amendment, Third Amendment, Fourth Amendment and Fifth Amendment. The parties desire to make certain further modifications and amendments to the Agreement as set forth in this Sixth Amendment.

C. Certain events and circumstances have occurred since the Fifth Amendment with respect to the current and continuing development of the Project, including the development and approvals for Lot 1 and for Lots 3, 4 and 5, the funding of the Area Roadway Improvements Fund and the respective rights and obligations of the parties thereunder and the proper interpretation of the Project Agreements and Approvals.

D. Belmont has, for example, expedited the processing of the residential development approvals for Phase II of the Farallon Project and for Lot 1 in order to encourage and to try to facilitate the sale and development of those properties. In connection therewith, Belmont has incurred extra expenses that were not previously anticipated by the parties. Additionally, Belmont and the Agency have incurred additional and unanticipated expenses with respect to the completion of development at Island Park, including Belmont and Agency involvement in public hearings and extensive negotiations with Oracle Corporation and others regarding the development of Lots 3, 4 and 5, and the possibility of Oracle Corporation purchasing and developing other parcels at or adjacent to the Project.

E. Circumstances have also changed with respect to the Area Roadway Improvements Fund. Although a small portion of the Area Roadway Improvements Fund has been utilized pursuant to the Agreement for design and engineering purposes, the parties acknowledge that no portion of the Area Roadway Improvements Fund is currently needed to defray the cost of actual construction of the Area Roadway Improvements pursuant to the Agreement. Moreover, the parties acknowledge that it is not anticipated that such funds will be needed for actual construction for at least the next twelve months. Accordingly, and in consideration for the additional and unanticipated expenses incurred by Belmont in connection with the development of the Project, the parties have agreed to advance certain payments to Belmont and to defer temporarily (for a period of approximately one year), payment of the Additional Contribution to the Area Roadway Improvements Fund. Such deferral shall not, in any way, reduce the amount to be contributed to the Area Roadway Improvements Fund or affect the availability of any of the Island Park Contribution and the Area Roadway Improvements Fund for the purposes intended as specified in the Fifth Amendment.

F. This Sixth Amendment is executed pursuant to and in accordance with the California Redevelopment Law (California Health and Safety Code §32000 *et seq*), the California Development Agreement Statutes (California Government Code §5864 *et seq*), Belmont's ordinances establishing procedures and requirements for development agreements, the terms and conditions of the Project Agreements and Approvals and Belmont's and the Agency's inherent rights, powers and authority to implement, interpret, administer and perform contracts, agreements, permits and approvals.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The last paragraph of Subparagraph f (Cost of Improvements) of Paragraph 3 of the Agreement (as amended on pages 15-16 of the Fifth Amendment) shall be amended by deleting the figure of One Hundred Thousand Dollars (\$100,000) in subsection (i) of said paragraph, and substituting the amount of Three Hundred Thousand Dollars (\$300,000). The parties agree that, unless expressly waived in writing by KGR and RSP, the foregoing provisions of this Paragraph 1, amending subparagraph f of Paragraph 3 of the Agreement, shall be expressly conditioned upon, and shall be effective if, and only if, the sale of the property for Phase II of the Farallon Project by KGR to Kaufman and Broad - South Bay, Inc. actually closes escrow on or before June 28, 1996, and the sale of Lot 1 by RSP to Oracle Corporation or Kaufman and Broad actually closes escrow on or before June 28, 1996.

2. Under the Project Agreements and Approvals, certain questions and disputes have arisen between the parties with respect to whether any of the existing parking spaces on Lot 1 are needed, required or otherwise should be used or made available for the use and enjoyment of the existing office building on Lot 2. To resolve such questions and disputes, the parties agree that all of such existing parking spaces on Lot 1 are not needed or required for the use of Lot 2 but there shall be no occupancy and use of Lot 1 for commercial or residential purposes unless and until: (i) if Lot 1 is developed for commercial purposes, a non-exclusive easement (or some other agreement, understanding or mechanism that Belmont determines is acceptable) is provided to share the use of up to nine (9) parking spaces (the "Required Parking") on Lot 1 with users of Lot 2, provided, however, that any such arrangement to provide the Required Parking shall not, in any way, increase the number of parking spaces that would otherwise be required on or for Lot 1 as determined in accordance with the Project Agreements and Approvals and as part of any future Detailed Development Plan, Design Review or other appropriate proceeding in connection with the development of Lot 1; or (ii) if Lot 1 is developed for residential purposes, an exclusive easement (or some other agreement, understanding or mechanism that Belmont determines is acceptable including, without limitation, a lot line adjustment) is provided on Lot 1 in an area adjacent to Lot 2 to allow for the exclusive use of the Required Parking by the users of Lot 2. Belmont and the Agency acknowledge and agree that this provision for providing the Required Parking finally and conclusively settles and resolves all of the above-referenced questions or disputes regarding the parking requirements for Lot 2 and that from and after the date of this Sixth Amendment, the Lot 2 office building (as currently constructed and used) shall be considered and deemed to be in full compliance with all Project Agreements and Approvals and any other laws, ordinances, regulations or

requirements applicable to parking for Lot 2. The provisions of this paragraph for providing the Required Parking on Lot 1 shall not apply if Lot 1 and Lot 2 are in the same ownership and Lot 1 is developed for commercial purposes.

3. Paragraph 19(a) is deleted in its entirety and replaced with the following:

a. All notices required or provided for under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, as follows:

CITY OF BELMONT  
City Hall  
1365 Fifth Avenue  
Belmont, CA 94002

Attention: City Manager

BELMONT REDEVELOPMENT AGENCY  
City Hall  
1365 Fifth Avenue  
Belmont, CA 94002

Attention: Executive Director

KG LAND CALIFORNIA CORPORATION  
1875 S. Grant Street  
Suite 1000  
San Mateo, CA 94402-2671

Attention: President

REDWOOD SHORES PROPERTIES  
1875 S. Grant Street  
Suite 1000  
San Mateo, CA 94402

Attention: President

KGR LIMITED PARTNERSHIP  
1875 S. Grant Street  
Suite 1000  
San Mateo, CA 94402-2671

Attention: Vice President

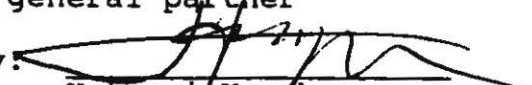
Except as modified by this Sixth Amendment, the Agreement is and shall remain in full force and effect.

KG LAND CALIFORNIA CORPORATION,  
a California corporation

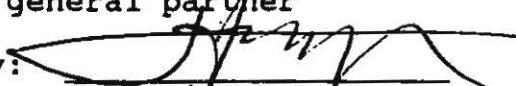
By:   
Katsumi Hayakawa  
President

REDWOOD SHORES PROPERTIES,  
a California joint venture  
general partnership

By: KG SHORES CORPORATION,  
a California corporation,  
a general partner

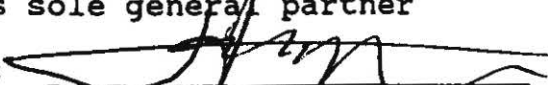
By:   
Katsumi Hayakawa  
President

By: KG PENINSULA SHORES CORPORATION,  
a California corporation,  
a general partner


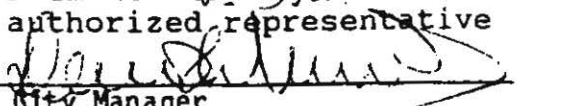
By:   
Katsumi Hayakawa  
President

KGR LIMITED PARTNERSHIP,  
a California limited partnership

By: KG HOMES ISLAND PARK CORPORATION,  
a California corporation,  
its sole general partner

By:   
Katsumi Hayakawa  
President

CITY OF BELMONT

By:  Mayor  
Belmont Mayor  
authorized representative  
  
City Manager

[Signature Blocks Continued On Next Page]

BELMONT REDEVELOPMENT AGENCY

[Signature]  
Executive Director

By: [Signature], Chair  
Redevelopment Agency  
Executive Director, and  
authorized representative

ATTEST:

By: [Signature]  
City Clerk

APPROVED AS TO FORM:

By: [Signature]  
Jean B. Savaree, Esq.  
City Attorney

[Signature]  
Agency Secretary

By: [Signature]  
Bruce J. Russell, Esq.  
Russell, Russell & Patton  
Attorneys for  
KG Land California/RSP/KGR



## STAFF REPORT

**Meeting Date:** September 13, 2022  
**Agency:** City of Belmont  
**Staff Contact:** Peter Brown, Public Works Dept., (650) 595-7459, pbrown@belmont.gov  
Alberto Espinoza, Public Works Dept., (650) 595-7465, aespinoza@belmont.gov  
**Agenda Title:** Review Solid Waste Rate Application and Revise Maximum Rates for Collection Services for 2023  
**Agenda Action:** Resolution

---

### **Recommendation**

Adopt a resolution stating the City of Belmont's intent to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services effective January 1, 2023, and set a Public Hearing date for November 22, 2022.

### **Strategic Focus Area**

Fiscal and Organizational Sustainability

### **Background**

On August 28, 2018, the Council authorized the City Manager to finalize and execute an Amended and Restated Franchise Agreement (Agreement) with Recology of San Mateo County (Recology) for recyclable materials, organic materials, and solid waste collection from January 1, 2021 to December 31, 2035. The Agreement provides for an annual review of the maximum rates that Recology may charge Belmont residential and commercial customers for regular and unscheduled services. Each year, Recology proposes, City staff analyzes, and the City Council adopts solid waste rates that does not exceed Recology's maximum rates.

On July 31, 2022, Recology provided the City their 2023 rate application (Attachment B) and detailed worksheet outlining their calculation of the maximum rates. Also in July, as part of the City's review process, the City retained the services of HDR, Inc. (HDR) to confirm that the rates proposed by Recology were calculated in accordance with the Agreement and associated amendments. HDR has confirmed that the rate adjustment application and the accompanying maximum rate schedules submitted by Recology meet the requirements of the Agreement. This report is the first step in the City's process to approve the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services. In November, the City plans to hold a public hearing following the procedures of Proposition 218 to adopt the calendar year 2023 solid waste rates.

### **Analysis**

Recology is proposing total contractor compensation of \$8,773,496 for 2023. The percentage change between the 2023 total target revenue of \$8,773,496 and the 2022 target revenue of \$8,464,059 results in the adjustment multiplier rate of 3.66%, which is consistent with methodology of the Agreement. The adjustment multiplier rate of 3.66% is the proposed 2023 rate increase to the residential and commercial



carts and bins and it accounts for CPI cost increases to fuel and service levels from April 2021 to April 2022. The proposed 3.66% increase is considerably lower than the 7.29% change last year, and is a significant achievement given current and recent inflation rates. The disposal cost components and agency payments are also included as part of the adjustment multiplier rate. Table 1 is a summary of the 2022 rate index calculation which was used to determine the 2023 adjustment multiplier rate.

Table 1  
2022 Rate Index Calculation

**Recology San Mateo County  
City of Belmont  
Refuse Rate Index Calculation**

Cost Description	Basis for Adjustment	SBWMA- Adjusted 2021 Values	April 2020 CPI Index	April 2022 CPI Index	Adjusted 2023 Rate Year Compensation
<b>Direct Labor Related</b>					
Wages for CBA's	CPI-W: CWURS49BSA0	1,310,584	290.304	322.021	1,453,771
Benefits for CBA's	CPI-W-Medical: CUURS49BSAM	608,287	548.136	573.254	636,161
Payroll Taxes	Effective Rate: 8.1%	109,005	na	na	117,755
Workers Compensation	CPI-W: CWURS49BSA0	93,961	290.304	322.021	104,227
Direct Fuel Costs	CPI-U-Motor Fuel: CUURS49BSE	169,992	209.994	414.030	335,161
General Expenses Direct	CPI-U: CUURS49BSA0	191,163	298.074	324.878	208,353
General Expenses Indirect	CPI-U: CUURS49BSA0	1,020,220	298.074	324.878	1,111,962
General Expenses Depreciation	Fixed	281,317	na	na	281,317
Profit Calculation	Operating Ratio of 90.5%	397,271	na	na	445,997
Interest	Fixed	73,679	na	na	73,679
Performance Incentives	Based on Annual Report	-	na	na	-
Performance Disincentives	Based on Annual Report	-	na	na	(5,459)
<b>Base Contractor's Compensation</b>		<b>4,255,478</b>			<b>4,762,925</b>
Disposal Cost Component (i)	Projected Next Rate Year	1,732,663			1,745,620
Disposal Cost Component (ii)	Actual Prior Year				1,772,859
Disposal Cost Component (iii)	Less Projected Prior Year				(1,789,017)
Agency Payments		2,051,120			2,281,109
<b>Total Contractor Compensation</b>		<b>8,039,261</b>			<b>8,773,496</b>

	<b>2023</b>
Total Contractor Compensation	8,773,496
	-
Total Target Revenue	<b>8,773,496</b>
2022 Target Revenue	8,464,059
Adjustment Multiplier	3.66%

Per the Agreement, the rate application is due to the City by July 31 of each year. Recology submitted a supplemental request on August 29, 2022, that they overlooked in their rate application. They are requesting that COVID-19 related expenses be included in this year's rate setting process. Staff does not believe it is necessary to include the \$18,912 to the current maximum rates since the Agreement has no provision that obligates Belmont to pay for the COVID-19 related expenses. If it is later determined that the request is appropriate, the City will consider the appropriate course of action.



Table 2 shows the present monthly rates, the proposed monthly rates with the 3.66% rate increase, and the monthly change (for illustrative purposes) for residential customers.

Table 2  
Summary of the Present, Proposed, and Monthly Change

<b>RESIDENTIAL CARTS</b>				
Schedule	Schedule Description	Present Monthly 2022 Rate	Proposed Maximum 2023 Rate	\$/Month Change
R20G	Residential Waste - 20 Gallons	\$34.94	\$36.22	\$1.28
R32G	Residential Waste - 32 Gallons	\$41.68	\$43.21	\$1.53
R64G	Residential Waste - 64 Gallons	\$82.06	\$85.06	\$3.00
R96G	Residential Waste - 96 Gallons	\$123.08	\$127.59	\$4.51

Commercial customers have similar service to residential customers, but they have the option to adjust the number of pickups per week. In 2023, it is estimated that the commercial rates (Schedule L) will increase by 3.66% for all cart sizes. Table 3 is a summary of the calculated maximum commercial solid waste rates by cart size. Some minor rounding of the rates may occur for purposes of ease of administration.

Table 3  
Summary of Calculated Maximum Commercial Solid Waste Rates (By Gallon Cart Size; Regularly Scheduled - \$/Month)

<b>COMMERCIAL CARTS</b>					
<b>Cart Size (in Gallons)</b>					
	<b>20</b>	<b>32</b>	<b>64</b>	<b>96</b>	
<b># of Pickups Per Week</b>	1	\$46.21	\$51.31	\$99.22	\$143.41
	2	95.06	105.63	200.21	293.76
	3	141.53	157.23	303.77	445.79
	4	194.31	215.89	408.45	603.02
	5	245.84	273.13	519.19	762.38
	6	307.60	341.77	632.69	959.67
	7	374.71	416.33	740.66	1,119.60

The monthly rate above includes the following:  
One (1) Garbage Cart  
Recycling Cart



**COMMERCIAL CARTS ORGANICS**

		Cart Size (in Gallons)		
		32	64	96
# of Pickups Per Week	1	\$35.94	\$69.47	\$100.39
	2	73.94	140.15	205.62
	3	110.06	212.63	312.05
	4	151.14	285.93	422.10
	5	191.20	363.44	533.66
	6	239.26	442.85	671.76
	7	291.45	518.46	783.72

**Note:** Organics containers are charged at seventy percent (70%) of the similar Garbage commercial cart rate above container size and service levels for Garbage, representing a thirty percent (30%) discount

Some commercial customers have larger bins which range in size from 1 yard to 6 yards. Commercial waste customers also have the option of different levels of service and can select the number of pick-ups per week. Table 4 is a summary of the calculated maximum commercial solid waste rates for 2023 for the larger bin sizes. It is estimated that the rates (Schedule L) will increase by 3.66% for all bin sizes.

Table 4  
Summary of Calculated Maximum Commercial Solid Waste Rates (By Bin Size in Yards; Regularly Scheduled - \$/Month)

**COMMERCIAL BINS**

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	\$240.64	\$484.06	\$730.04	\$996.57	\$1,532.65
	2	489.93	976.06	1,468.88	2,010.36	3,108.45
	3	743.49	1,472.71	2,212.06	3,024.18	4,672.53
	4	1,000.01	1,972.97	2,957.46	4,049.52	6,223.29
	5	1,258.59	2,480.30	3,705.43	5,079.19	7,796.16
	6	1,570.78	2,928.14	4,498.23	6,151.58	9,424.87
	7	1,853.33	3,467.88	5,296.56	7,246.41	11,038.73

The monthly rate above includes the following:  
One (1) Garbage Bin



Recycling container at customer's requested size

**COMMERCIAL BINS ORGANICS**

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	\$168.46	\$338.85	\$511.02	\$697.60	\$1,072.86
	2	342.94	683.23	1,028.25	1,407.25	2,175.92
	3	520.43	1,030.90	1,548.45	2,116.92	3,270.75
	4	700.01	1,381.07	2,070.22	2,834.67	4,356.31
	5	881.02	1,736.18	2,593.79	3,555.42	5,457.32
	6	1,099.56	2,049.69	3,148.77	4,306.14	6,597.40
	7	1,297.34	2,427.52	3,707.59	5,072.49	7,727.11

**Note:** Organics containers are charged at seventy percent (70%) of the similar garbage container size above and service level for garbage, representing a thirty percent (30%) discount

**GARBAGE COMPACTORS**

Commercial Waste 3 Yard Compactor	\$1,753.01
Solid Waste Compactor Rate Per Yard	\$134.87

The monthly fee above includes the following:  
 Recycling container at customer's requested size

**Additional Services**

Recology also provides several services that are not considered regularly scheduled services. Those miscellaneous charges are itemized in Exhibit A, Attachment Q of the attached Resolution. In summary, an overall rate increase of 5% is being proposed.

**Proposition 218**

The City is committed to promoting public participation in City activities. Towards this end, it has been the City's practice to notice and conduct protest hearing proceedings with respect to solid waste maximum rates in the manner set forth in Article XIII D, Section 6(a) of the California Constitution and Section 53755 of the Government Code. That process requires that a notice be mailed to solid waste customers not less than forty-five days prior to any public hearing affecting any rate.

Customers and property owners have the right to submit written protests against the proposed charges and



may do so by mail or in person to the City Clerk no later than the conclusion of the public hearing. If written protests against the charges are presented by owners of a majority of the affected parcels, the City Council may not impose the charges.

The attached resolution authorizes the initiation of the Proposition 218 process based on the maximum rates in accordance with the Guidelines for the Submission and Tabulation of Protests in Exhibit B, and sets a public hearing for November 22, 2022.

**Alternatives**

- 1. Take no action.
- 2. Adjust rates differently while meeting the requirements of the Agreement.

**Attachments**

- A. Resolution.
- B. Recology 2023 Rate Application
- C. HDR Inc. Report – Solid Waste Rate Analysis

**Fiscal Impact**

- No Fiscal Impact
- Funding Source Confirmed: The recommended rate increases will cover the solid waste program's revenue requirements.

**Source:**

Staff

**Purpose:**

Statutory/Contractual Requirement

**Public Outreach:**

Posting of Agenda

## RESOLUTION NO. 2022-

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT STATING ITS INTENT TO ADJUST THE MAXIMUM RATES THAT MAY BE CHARGED FOR SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS COLLECTION SERVICES EFFECTIVE JANUARY 1, 2023 AND SETTING A PUBLIC HEARING**

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WHEREAS, solid waste, recyclable materials, and organic materials collection services are provided in the City of Belmont by Recology San Mateo County (Recology) pursuant to a franchise agreement with the City; and,

WHEREAS, the franchise agreement with Recology provides for an annual review of the maximum rates that Recology may charge Belmont residential and commercial customers; and,

WHEREAS, Recology provided the City a letter and detailed worksheet outlining their calculation of the maximum rates for Rate Year 2023 which include a proposed 3.66% increase; and,

WHEREAS, the City is contractually obligated to set maximum rates and desires to conduct a proceeding to adjust the schedule of charges as itemized in Exhibit A.

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

SECTION 1. Proposes rate revisions and methodology generally described in Exhibits “A” and “B” to this Resolution, which are incorporated herein by reference.

SECTION 2. On November 22, 2022, at 7:00 PM or as soon thereafter as may be practicable in the City Council Chambers located at One Twin Pines Lane, Belmont, CA, or online via Zoom ( <https://belmont-gov.zoom.us>), the City Council will hold a public hearing in accordance with the procedures in California Constitution Article XIID with respect to the proposed rates. At this hearing, all interested persons will be permitted to present oral and written testimony with respect to the proposed rates and methodology.

SECTION 3. Direct staff to give notice of the hearing in the manner required by law.

SECTION 4. The City will accept and tabulate protests against the proposed rate revision following the procedures set forth in Exhibit “B” to this Resolution, which is incorporated herein by reference

\* \* \*

ADOPTED September 13, 2022, by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**

**Attachment L  
Maximum Rate Schedule  
Effective January 1, 2023 to December 31, 2023  
Monthly Rate**

**RESIDENTIAL CARTS**

	<b>Cart Size (in Gallons)</b>			
	<b>20</b>	<b>32</b>	<b>64</b>	<b>96</b>
1 Pickup Per Week	\$36.22	\$43.21	\$85.06	\$127.59

Residential customers are billed based on their Garbage Cart size.

The monthly rate above includes the following:

- One (1) Garbage Cart provided to customer
- Curbside Household Hazardous Waste Collection
- One (1) 64-Gallon Recycling Cart and (1) 96-Gallon Yard Waste Cart

**Attachment L (continued)**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

**COMMERCIAL CARTS**

		Cart Size (in Gallons)			
		20	32	64	96
# of Pickups Per Week	1	\$46.21	\$51.31	\$99.22	\$143.41
	2	95.06	105.63	200.21	293.76
	3	141.53	157.23	303.77	445.79
	4	194.31	215.89	408.45	603.02
	5	245.84	273.13	519.19	762.38
	6	307.60	341.77	632.69	959.67
	7	374.71	416.33	740.66	1,119.60

The monthly rate above includes the following:

- One (1) Garbage Cart
- Recycling Cart

**COMMERCIAL CARTS ORGANICS**

		Cart Size (in Gallons)		
		32	64	96
# of Pickups Per Week	1	\$35.94	\$69.47	\$100.39
	2	73.94	140.15	205.62
	3	110.06	212.63	312.05
	4	151.14	285.93	422.10
	5	191.20	363.44	533.66
	6	239.26	442.85	671.76
	7	291.45	518.46	783.72

**Note:** Organics containers are charged at seventy percent (70%) of the similar Garbage commercial cart rate above container size and service levels for Garbage, representing a thirty percent (30%) discount

**Attachment L (continued)**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

**COMMERCIAL BINS**

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	\$240.64	\$484.06	\$730.04	\$996.57	\$1,532.65
	2	489.93	976.06	1,468.88	2,010.36	3,108.45
	3	743.49	1,472.71	2,212.06	3,024.18	4,672.53
	4	1,000.01	1,972.97	2,957.46	4,049.52	6,223.29
	5	1,258.59	2,480.30	3,705.43	5,079.19	7,796.16
	6	1,570.78	2,928.14	4,498.23	6,151.58	9,424.87
	7	1,853.33	3,467.88	5,296.56	7,246.41	11,038.73

The monthly rate above includes the following:

One (1) Garbage Bin

Recycling container at customer's requested size

**COMMERCIAL BINS ORGANICS**

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	\$168.46	\$338.85	\$511.02	\$697.60	\$1,072.86
	2	342.94	683.23	1,028.25	1,407.25	2,175.92
	3	520.43	1,030.90	1,548.45	2,116.92	3,270.75
	4	700.01	1,381.07	2,070.22	2,834.67	4,356.31
	5	881.02	1,736.18	2,593.79	3,555.42	5,457.32
	6	1,099.56	2,049.69	3,148.77	4,306.14	6,597.40
	7	1,297.34	2,427.52	3,707.59	5,072.49	7,727.11

**Note:** Organics containers are charged at seventy percent (70%) of the similar garbage container size above and service level for garbage, representing a thirty percent (30%) discount

**Attachment L (continued)**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

**GARBAGE COMPACTORS**

Commercial Waste 3 Yard Compactor	\$1,753.01
Solid Waste Compactor Rate Per Yard	\$134.87

The monthly fee above includes the following:  
Recycling container at customer's requested size

**Schedule Q  
Additional Services**

The following table specifies Maximum Allowable Rates for Additional Services. These Maximum Rates shall be adjusted annually in accordance with Article 11.

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Maximum Rate in the table at the end of this Attachment	See Maximum Rate in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Section 5.02.B, 5.02.C; 8.02 B	A - No more than 10% of base monthly Maximum Rate of the Collection Rate for each Container requiring Long Distance Service B - 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
3	Container Relocation Service	Section 5.02.B and 8.02.B	A - 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B - 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call, Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Section 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week.	Per Collection event per Container for Collection requested by Customer

**Schedule Q**  
**Additional Services (Continued)**

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	\$19.35 for SFD \$19.35 for Commercial, Mixed Use, and MFD	Per Collection event (i.e. request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	\$1.27 per Recycling Cart \$3.85 per Organic Materials Cart	Per Cart month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	\$105.20	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A - \$10.96 per usage B - \$12.25 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	\$21.93 per lock	Per lock

**Schedule Q**  
**Additional Services (Continued)**

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$10.31 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - \$64.50 B - \$109.64	A - per Cart B - per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A - \$83.85 B - \$96.74 C - \$109.64	A - per 32 gallon Cart B - per 64 gallon Cart C - per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$1,547.84	Per event

**Schedule Q**  
**Additional Services (Continued)**

<b>No.</b>	<b>Additional Service Category</b>	<b>Reference</b>	<b>Agency-Approved Maximum Rate</b>	<b>Description</b>
16	Additional Compost Material Delivery	Section 5.11	A - \$161.22 per delivery B - \$322.47 per delivery	A - "one-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B- "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$26,313.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
<b>No.</b>	<b>Additional Service Category</b>	<b>Reference</b>	<b>Agency-Approved Maximum Rate</b>	<b>Description</b>
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A - \$3,869.62 B - \$6,449.37 C - \$9,319.36	A - One day event with a projected 2,500 or fewer attendees B - One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C - One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day.

**Schedule Q**  
**Additional Services** (Continued)

<b>Backyard Collection Service Charge for Single Family Dwellings</b> <b>(Section 5.02.A)</b>				
<b>Distance from Curb**</b>	<b>One (1) Solid Waste Cart</b>	<b>Two (2) Solid Waste Carts</b>	<b>Three (3) Solid Waste Carts</b>	<b>Four (4) Solid Waste Carts</b>
Distance <= 50 feet	\$23.20	\$37.03	\$74.10	\$111.13
50 < Distance <= 100 feet	27.09	40.92	77.96	115.02
100 < Distance <= 150 feet	30.94	44.78	81.81	118.88
150 < Distance <= 200 feet	34.83	48.66	85.69	122.76
200 < Distance <= 250 feet	38.69	52.52	89.58	126.63
250 < Distance <= 300 feet	42.57	56.39	93.44	130.48
300 < Distance <= 350 feet	46.44	60.25	97.32	134.35
Each additional 50 foot increment over 350 feet	Amount equal the difference between the Charge for 250 to 300 feet and 300 to 350 feet			
<p>* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.</p>				
<p>** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.</p>				

## **EXHIBIT B**

### **GUIDELINES FOR THE SUBMISSION AND TABULATION OF PROTESTS SOLID WASTE FEES**

#### Submission of Protests

1. Any property owner or solid waste customer may submit a written protest to the City Clerk, either by delivery to the office of the City Clerk or by submitting the protest at the public hearing. Protests must be received by the end of the public hearing. No postmarks will be accepted.
2. Each protest must identify the affected property (by assessor's parcel number or street address) and include the signature of the record property owner or solid waste customer. Email protests cannot be accepted. Although oral comments at the public hearing will not qualify as a formal protest unless accompanied by a writing, the City Council welcomes input from the community during the public hearing on the proposed fees.
3. If a parcel served by the City is owned by more than a single record owner or customer, each owner or customer may submit a protest, but only one protest will be counted per parcel and any one protest submitted in accordance with these rules will be sufficient to count as a protest for that property.
4. In order to be valid a protest must bear the original signature of the record owner or customer with respect to the property identified on the protest. Protests not bearing the original signature of a record owner or customer shall not be counted.
5. Any person who submits a protest may withdraw it by submitting to the City Clerk a writing request that the protest be withdrawn. The withdrawal of a protest shall contain sufficient information to identify the affected parcel and the name of the record owner or record customer who submitted both the protest and the request that it be withdrawn.
6. A fee protest proceeding is not an election.
7. To ensure transparency and accountability in the fee protest tabulation, protests shall constitute disclosable public records from and after the time they are received.

#### Tabulation of Protests.

1. The City Clerk shall determine the validity of all protests. The City Clerk shall not accept as valid any protest if the City Clerk determines that any of the following conditions exist:

- a. The protest does not identify a property served by the City.
  - b. The protest does not bear an original signature of a record owner of the parcel identified on the protest or of the customer on the parcel.
  - c. The protest does not state its opposition to the proposed fees.
  - d. The protest was not received by the City Clerk before the close of the public hearing on the proposed fees.
  - e. A request to withdraw the protest is received prior to the close of the public hearing on the proposed fees.
3. The City Clerk's decision that a protest is not valid or does not apply to a specific fee shall constitute a final action of the City and shall not be subject to any internal appeal.
  4. A majority protest exists if written protests are timely submitted and not withdrawn by the record owners of a majority of the properties subject to the proposed fee.
  5. At the conclusion of the public hearing, the City Clerk shall complete the tabulation of all protests received, including those received during the public hearing and shall report the results of the tabulation to the City Council upon completion. If review of the protests received demonstrates that the number received is manifestly less than one-half of the parcels served by the City with respect to the fee which is the subject of the protest, then the Clerk may advise the City Council of the absence of a majority protest without determining the validity of all protests.



July 31, 2022

Mr. Peter Brown  
Public Works Director  
City of Belmont  
One Twin Pines Lane, Suite 320  
Belmont, CA 94002

Re: Rate Year 2023 Rate Application

Dear Mr. Brown:

Enclosed is our Rate Year 2023 Rate Application, Calculation of Actual Disposal Expense (April 2021 through March 2022), Calculation of Projected Disposal Costs (April 2022 – March 2023), Performance Incentive/Disincentive schedule, Attachment L for 2023, CPI index data from the Bureau of Labor Statistics, and Attachment Q schedule for 2023.

In accordance with Article 11 of the Franchise Agreement for Recyclable Materials, Organic Materials and Solid Waste Collection Services, we applied the following methodology to our calculations:

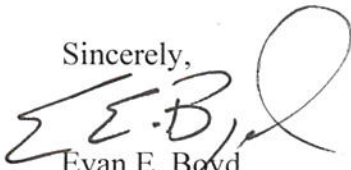
- **Wages for CBAs Component** – Multiplied the Wage Component of \$1,310,584 by the CPI-W-Wages Index for April 2022 (322.021) and divided that by the CPI-W-Wages Index for April 2020 (290.304). The calculated Wages for CBAs Component for Rate Year 2023 is \$1,453,771.
- **Benefits for CBAs Component** – Multiplied the Benefits Component of \$608,287 by the CPI-W-Medical Index for April 2022 (573.254) and divided that by the CPI-W-Medical Index for April 2020 (548.136). The calculated Benefits for CBAs Component for Rate Year 2023 is \$636,161.
- **Payroll Taxes Component** – Multiplied the Wages for CBAs Component of \$1,453,771 by the effective payroll tax rate of 8.1%. The calculated Payroll Taxes Component for Rate Year 2023 is \$117,755.
- **Workers Compensation Insurance Component** – Multiplied the Workers Compensation Insurance Component of \$93,961 by the CPI-W-Wages Index for April 2022 (322.021) and divided that by the CPI-W-Wages Index for April 2020 (290.304). The calculated Workers Compensation Insurance Component for Rate Year 2023 is \$104,227.

- **Direct Fuel Component** - Multiplied the Direct Fuel Component of \$169,992 by CPI-U-Motor Fuel Index for April 2022 (414.030) and divided that by the CPI-U-Motor Fuel Index for April 2020 (209.994). The calculated Direct Fuel Component for Rate Year 2023 is \$335,161.
- **General Expenses Direct Component** – Multiplied the General Expenses Direct Component of \$191,163 by the CPI-U-General Index for April 2022 (324.878) and divided that by the CPI-U-General Index for April 2020 (298.074). The calculated General Expenses Direct Component for Rate Year 2023 is \$208,353.
- **General Expenses Indirect Component** – Multiplied the General Expenses Indirect Component of \$1,020,220 by the CPI-U-General Index for April 2022 (328.878) and divided that by the CPI-U-General Index for April 2020 (298.074). The calculated General Expenses Indirect Component for Rate Year 2023 is \$1,111,962.
- **Disposal Costs Component** – The Disposal Costs Component equals (i) Contractor’s reasonable good faith projection of Disposal Costs for the period from April 1 of the Current Year through March 31 of the Adjustment Year (\$1,745,620), *plus* (ii) Contractor’s actual Disposal Costs for the period from April 1 of the Prior Year through March 31 of the Current Year (\$1,772,859), *minus* (iii) Contractor’s previous projection of Disposal Costs for the period described in clause (ii) (\$1,789,017). The calculation of projected disposal costs used in (i) assumed volumes delivered to the Designated Disposal Site using actual volumes delivered during the quarter April 1, 2022 through June 30, 2022, then duplicating those volumes for the next three quarters. The disposal rates are the anticipated rates for 2022 and 2023 at the Designated Disposal Site. The total Disposal Component equals \$1,729,462 ( $\$1,745,620 + \$1,772,859 - \$1,789,017$ ).
- **Performance-Based Component** – Incentives and disincentives were reviewed by RRS consultants and are included in the rate year 2023 compensation application. Incentives total \$0 and disincentives total \$ 5,459 for a combined disincentive amount of \$5,459.

Based on the calculations described above, the Total Target Revenue increase for Rate Year 2023 is 3.66%. The Rate Year 2023 Rate Application includes a calculation of the Potential Cap Carry Forward of \$93,565. The Attachment L for 2023 is calculated at 3.66% without regard to any Potential Cap Carry Forward amount.

If you have any questions, or need any additional information, please call me at (650) 595-3900.

Sincerely,



Evan E. Boyd  
General Manager  
Recology San Mateo County

**Recology San Mateo County**  
**City of Belmont**  
**Refuse Rate Index Calculation**

<b>Cost Description</b>	<b>Basis for Adjustment</b>	<b>SBWMA- Adjusted 2021 Values</b>	<b>April 2020 CPI Index</b>	<b>April 2022 CPI Index</b>	<b>Adjusted 2023 Rate Year Compensation</b>
Direct Labor Related					
Wages for CBA's	CPI-W: CWURS49BSA0	1,310,584	290.304	322.021	1,453,771
Benefits for CBA's	CPI-W-Medical: CUURS49BSAM	608,287	548.136	573.254	636,161
Payroll Taxes	Effective Rate: 8.1%	109,005	na	na	117,755
Workers Compensation	CPI-W: CWURS49BSA0	93,961	290.304	322.021	104,227
Direct Fuel Costs	CPI-U-Motor Fuel: CUURS49BSE	169,992	209.994	414.030	335,161
General Expenses Direct	CPI-U: CUURS49BSA0	191,163	298.074	324.878	208,353
General Expenses Indirect	CPI-U: CUURS49BSA0	1,020,220	298.074	324.878	1,111,962
General Expenses Depreciation	Fixed	281,317	na	na	281,317
Profit Calculation	Operating Ratio of 90.5%	397,271	na	na	445,997
Interest	Fixed	73,679	na	na	73,679
Performance Incentives	Based on Annual Report	-	na	na	-
Performance Disincentives	Based on Annual Report	-	na	na	(5,459)
<b>Base Contractor's Compensation</b>		<b>4,255,478</b>			<b>4,762,925</b>
Disposal Cost Component (i)	Projected Next Rate Year	1,732,663			1,745,620
Disposal Cost Component (ii)	Actual Prior Year				1,772,859
Disposal Cost Component (iii)	Less Projected Prior Year				(1,789,017)
Agency Payments		2,051,120			2,281,109
<b>Total Contractor Compensation</b>		<b>8,039,261</b>			<b>8,773,496</b>

	<b>2023</b>
Total Contractor Compensation	8,773,496
Cap Carry Forward 11.11	-
Total Target Revenue	<b>8,773,496</b>
2022 Target Revenue	8,464,059
Adjustment Multiplier	3.66%

5% Cap Calculation 11.11	
Adjusted Contractor's Compensation 2023	4,768,384
Adjusted Contractor's Compensation 2022	4,452,208
difference	316,176
5 % of Adjusted Contractor's Compensation 2022	222,610
Potential Cap Carry Forward	93,565

**Recology San Mateo County**  
**City of Belmont**  
**Actual Disposal Calculation (Apr 2021 - Mar 2022)**  
**Rate Year 2023**

**BELMONT CITY VEHICLES**

	Solid Waste	Green/Org	Food	Bulky Items	Solid Waste	Green/Org	Dirt	C&D	Concrete	Water Heater Appliances
APR	633.87	391.50	33.11	1.11	28.34	5.94	0.00	0.00	2.80	0.00
MAY	599.32	368.33	36.95	1.36	47.08	0.00	10.40	0.00	36.50	0.00
JUN	624.24	404.65	39.25	2.49	47.71	6.75	28.13	2.80	42.28	0.00
JUL	628.11	360.34	36.59	1.85	56.03	11.02	0.00	0.00	30.47	0.00
AUG	602.61	362.00	38.69	3.15	48.42	3.43	0.00	0.00	7.93	0.00
SEP	617.50	351.65	40.09	1.53	32.50	1.84	0.00	0.44	17.50	0.00
OCT	602.23	361.29	40.45	1.91	5.95	8.71	35.45	0.00	20.47	0.00
NOV	639.97	428.87	44.39	2.46	45.34	2.19	47.96	0.00	0.00	0.00
DEC	684.33	413.94	46.68	4.98	40.83	7.94	117.87	0.78	10.85	0.00
subtotal Apr - Dec 2021	5632.18	3442.57	356.20	20.84	352.20	47.82	239.81	4.02	168.80	0.00
JAN	600.65	380.43	37.54	0.00	47.46	1.85	1.52	0.00	18.12	0.00
FEB	537.70	326.16	36.66	4.63	34.00	6.61	41.25	0.25	1.81	0.00
MAR	622.25	350.44	40.47	2.94	55.90	2.04	3.03	0.00	30.77	0.00
subtotal Jan - Mar 2022	1760.60	1057.03	114.67	7.57	137.36	10.50	45.80	0.25	50.70	0.00
<b>SBWMA Total</b>	<b>7392.78</b>	<b>4499.60</b>	<b>470.87</b>	<b>28.41</b>	<b>489.56</b>	<b>58.32</b>	<b>285.61</b>	<b>4.27</b>	<b>219.50</b>	<b>0.00</b>
Rate Apr 2021 - Dec 2021	\$127.00	\$139.00	\$141.00	\$127.00	\$127.00	\$139.00	\$113.00	\$127.00	\$113.00	\$15.00
Rate Jan 2022 - Mar 2022	\$130.00	\$143.00	\$144.00	\$130.00	\$130.00	\$143.00	\$115.00	\$130.00	\$115.00	\$15.00
Per Item Cost	\$944,164.86	\$629,672.52	\$66,736.68	\$3,630.78	\$62,586.20	\$8,148.48	\$32,365.53	\$543.04	\$24,904.90	\$0.00
Total Disposal	\$1,772,858.99									

**Recology San Mateo County**  
**City of Belmont**  
**Projected Disposal Calculation (Apr 2022 - Mar 2023)**  
**Rate Year 2023**

					BELMONT CITY VEHICLES					
	Solid Waste	Green/Org	Food	Bulky Items	Solid Waste	Wood Green/Org	Dirt	C&D	Concrete	Each Refrigerator
APR (Actual)	581.16	383.67	43.48	1.39	33.82	4.15	0.00	0.00	0.00	0.00
MAY (Actual)	602.14	350.61	46.82	3.18	49.58	3.56	5.10	0.00	8.89	0.00
JUN (Actual)	626.36	377.36	45.81	2.70	24.57	6.57	0.00	0.00	0.00	0.00
JUL	581.16	383.67	43.48	1.39	33.82	4.15	0.00	0.00	0.00	0.00
AUG	602.14	350.61	46.82	3.18	49.58	3.56	5.10	0.00	8.89	0.00
SEP	626.36	377.36	45.81	2.70	24.57	6.57	0.00	0.00	0.00	0.00
OCT	581.16	383.67	43.48	1.39	33.82	4.15	0.00	0.00	0.00	0.00
NOV	602.14	350.61	46.82	3.18	49.58	3.56	5.10	0.00	8.89	0.00
DEC	626.36	377.36	45.81	2.70	24.57	6.57	0.00	0.00	0.00	0.00
subtotal Apr - Dec	5428.98	3334.92	408.33	21.81	323.91	42.84	15.30	0.00	26.67	0.00
JAN	581.16	383.67	43.48	1.39	33.82	4.15	0.00	0.00	0.00	0.00
FEB	602.14	350.61	46.82	3.18	49.58	3.56	5.10	0.00	8.89	0.00
MAR	626.36	377.36	45.81	2.70	24.57	6.57	0.00	0.00	0.00	0.00
subtotal Jan - Mar	1809.66	1111.64	136.11	7.27	107.97	14.28	5.10	0.00	8.89	0.00
SBWMA Total	7238.64	4446.56	544.44	29.08	431.88	57.12	20.40	0.00	35.56	0.00
Rates Apr 2022 - Dec 2022	\$130.00	\$143.00	\$144.00	\$130.00	\$130.00	\$143.00	\$115.00	\$130.00	\$115.00	\$53.00
Rates Jan 2023 - Mar 2023	\$137.00	\$145.00	\$145.00	\$130.00	\$137.00	\$145.00	\$115.00	\$120.00	\$115.00	\$53.00
Per Item Cost	\$ 953,690.82	\$ 638,080.92	\$ 78,535.92	\$ 3,780.40	\$ 56,900.19	\$ 8,196.72	\$ 2,346.00	\$ -	\$ 4,089.40	\$ -
Total Disposal	\$ 1,745,620.36									

Recology San Mateo County  
 Incentives and Disincentives  
 Year 2021

<b>Performance Incentive/Disincentive Payments 2021</b>					
	<b>Performance Incentives and Disincentives</b>				
<b>Member Agency</b>	<b>SFD and Commercial Missed P/U Events</b>	<b>Average Speed of Answer</b>	<b>90 Second Max Hold Time</b>	<b>Diversion</b>	<b>Maximum Incentives and Disincentives<sup>1</sup></b>
Belmont	\$750	\$3,328	\$1,941	\$6,513	\$5,459
Burlingame	\$1,650	\$7,431	\$4,335	\$14,544	\$12,166
East Palo Alto	\$450	\$5,398	\$3,149	\$10,565	\$8,089
Foster City	\$550	\$4,357	\$2,542	\$8,528	\$6,716
Hillsborough	\$450	\$1,243	\$725	\$2,433	\$2,209
Menlo Park	\$700	\$6,616	\$3,860	\$12,949	\$10,063
North Fair Oaks	\$700	\$2,534	\$1,479	\$4,961	\$4,287
Redwood City	\$2,750	\$14,806	\$8,638	\$28,980	\$23,704
San Carlos	\$1,600	\$5,388	\$3,144	\$10,547	\$9,226
San Mateo	\$4,600	\$17,062	\$9,954	\$33,395	\$28,746
County Franchised Area	\$450	\$1,753	\$1,023	\$3,432	\$2,931
WBSD	\$700	\$745	\$435	\$1,458	\$1,754
<b>Total</b>	<b>\$15,350</b>	<b>\$70,660</b>	<b>\$41,224</b>	<b>\$138,305</b>	<b>\$115,350</b>
Negative number in <b>parenthesis</b> denotes Incentive payment due to Recology.					
<sup>1</sup> In accordance with Attachment I, the maximum annual incentive or disincentive, except for Single-Family and Commercial Missed Pick-up Events is \$100,000 or (\$100,000).					



**CPI for Urban Wage Earners and Clerical Workers (CPI-W)**  
**Original Data Value**

Series Id: CWURS49BSA0

Not Seasonally Adjusted

Series: All items in San Francisco-Oakland-Hayward, CA, urban wage  
 Title: earners and clerical workers, not seasonally adjusted  
 Area: San Francisco-Oakland-Hayward, CA  
 Item: All items  
 Base: 1982-84=100  
 Period:  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012		234.648		236.626		236.890		238.445		240.864		236.454	237.097	235.572	238.622
2013		240.262		241.764		243.052		242.903		243.711		242.602	242.125	241.141	243.109
2014		245.148		247.932		250.085		249.877		250.508		247.680	248.326	247.097	249.555
2015		249.809		252.875		254.736		256.060		256.107		255.492	253.910	252.041	255.780
2016		257.141		259.386		261.017		262.326		264.026		263.222	260.830	258.715	262.946
2017		265.569		268.896		269.508		269.827		271.272		271.342	268.990	267.426	270.555
2018		275.699		278.039		280.219		281.536		283.183		283.278	279.572	277.035	282.110
2019		284.758		288.266		288.581		288.514		291.707		289.456	288.192	286.615	289.770
2020		292.010		290.304		292.420		293.062		294.442		295.687	292.601	291.297	293.906
2021		297.170		302.294		304.971		307.423		309.656		312.019	304.602	300.275	308.928
2022		316.463		322.021		328.137								320.408	

**CPI for All Urban Consumers (CPI-U)**  
**Original Data Value**

Series Id: CUURS49BSAM

Not Seasonally Adjusted

Series: Medical care in San Francisco-Oakland-Hayward, CA, all  
 Title: urban consumers, not seasonally adjusted  
 Area: San Francisco-Oakland-Hayward, CA  
 Item: Medical care  
 Base: 1982-84=100  
 Period:  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012		403.519		404.765		404.597		409.331		409.023		408.341	406.387	404.188	408.585
2013		416.539		412.620		425.278		425.098		426.542		431.700	421.983	416.722	427.243
2014		440.573		448.951											
2016								486.042		486.894		488.508			486.068
2017		485.741		491.228		493.123		489.826		493.957		493.055	490.720	489.198	492.241
2018		500.434		504.092		511.465		508.677		510.198		539.595	508.623	502.138	515.108
2019		519.339		537.178		538.854				551.902		554.645	541.173	532.698	549.647
2020		545.970		548.136		549.438		548.733		549.432		545.016	548.802	549.120	548.484
2021		555.065		555.675		551.518		550.215		556.119		561.352	553.445	552.681	554.209
2022		567.774		573.254		583.038								571.613	

**CPI for All Urban Consumers (CPI-U)**

**Original Data Value**

Series Id: CUURS49BSETB

Not Seasonally Adjusted

Series Motor fuel in San Francisco-Oakland-Hayward, CA, all urban  
 Title: consumers, not seasonally adjusted  
 Area: San Francisco-Oakland-Hayward, CA  
 Item: Motor fuel  
 Base 1982-84=100  
 Period:  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012	280.517	302.724	327.962	317.962	325.378	301.192	285.891	310.778	316.030	336.090	288.389	268.569	305.124	309.289	300.958
2013	274.605	306.602	309.846	300.682	306.012	303.270	301.401	291.569	299.931	284.084	273.022	270.990	293.501	300.170	286.833
2014	273.919	279.844	297.341	313.061	315.401	312.578	308.499	297.489	287.115	268.189	242.194	216.165	284.316	298.691	269.942
2015	193.209	209.050	250.324	240.323	269.479	253.019	257.434	247.551	223.945	208.973	202.552	196.642	229.375	235.901	222.850
2016	195.010	178.296	191.074	202.420	208.843	213.139	209.663	197.818	204.532	207.138	200.994	200.151	200.757	198.130	203.383
2017	208.379	212.552	223.591	224.219	229.642	227.099	218.805	221.035	233.253	227.464	236.297	232.445	224.565	220.914	228.217
2018	239.938	248.958	254.538	264.816	276.100	277.231	275.852	273.651	274.578	284.833	278.051	264.929	267.790	260.264	275.316
2019	255.355	251.375	259.552	290.028	297.662	280.364	272.104	263.865	268.181	300.258	286.954	261.728	273.952	272.389	275.515
2020	254.945	251.171	235.263	209.994	208.040	220.382	229.239	236.785	239.082	236.633	236.201	237.489	232.935	229.966	235.905
2021	246.145	253.600	277.844	289.079	301.702	310.278	315.657	322.785	321.903	330.112	343.726	342.260	304.591	279.775	329.407
2022	340.187	343.538	408.338	414.030	435.497	464.377								400.995	

**CPI for All Urban Consumers (CPI-U)**

**Original Data Value**

Series Id: CUURS49BSA0

Not Seasonally Adjusted

Series All items in San Francisco-Oakland-Hayward, CA, all urban  
 Title: consumers, not seasonally adjusted  
 Area: San Francisco-Oakland-Hayward, CA  
 Item: All items  
 Base 1982-84=100  
 Period:  
 Years: 2012 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2012		236.880		238.985		239.806		241.170		242.834		239.533	239.650	238.099	241.201
2013		242.677		244.675		245.935		246.072		246.617		245.711	245.023	243.894	246.152
2014		248.615		251.495		253.317		253.354		254.503		252.273	251.985	250.507	253.463
2015		254.910		257.622		259.117		259.917		261.019		260.289	258.572	256.723	260.421
2016		262.600		264.565		266.041		267.853		270.306		269.483	266.344	263.911	268.777
2017		271.626		274.589		275.304		275.893		277.570		277.414	274.924	273.306	276.542
2018		281.308		283.422		286.062		287.664		289.673		289.896	285.550	282.666	288.435
2019		291.227		294.801		295.259		295.490		298.443		297.007	295.004	293.150	296.859
2020		299.690		298.074		300.032		300.182		301.736		302.948	300.084	299.109	301.059
2021		304.387		309.419		309.497		311.167		313.265		315.805	309.721	306.724	312.718
2022		320.195		324.878		330.539								323.408	

## ATTACHMENT Q

### SCHEDULE OF CONTRACTOR'S MAXIMUM RATES FOR ADDITIONAL SERVICES

For Rate Years Eleven (2021) through the remaining Rate Years in the Term, the Maximum Rate for additional services specified in Attachment Q shall be adjusted annually in accordance with Section 11.05.

The Maximum Rate for additional services for Rate Year Ten (2020) shall be the Maximum Rates for Rate Year Ten (2020) as determined under the 2009 Franchise Agreement. These amounts will be adjusted as provided in Section 11.05 of this Agreement to determine the Maximum Rates for Rate Year Eleven (2021).

Two additional services are included in this Attachment Q there were not in Attachment Q of the 2009 Franchise Agreement. The two new services are Container Relocation Service and Agency-Specific Reporting for Abandoned Waste Collections. Maximum Rates for these services are presented in the table below.

Charges for Additional Services may not exceed the Maximum Rates approved by the City for the respective Rate Year.

	Service	Reference	Agency-Approved Maximum Rate	Description
<b>Additional Services for Customers</b>				
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Maximum Rate in the table at the end of this Attachment	See Maximum Rate in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Sections 5.02.B, 5.02.C; and 8.02.B	A – No more than 10% of base monthly Maximum Rate of the Collection Rate for each Container requiring Long Distance Service  B – 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A – Distance greater than 50 feet and less than or equal to 100 feet  B – Distance greater than 100 feet  Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.

**ATTACHMENT Q**  
**SCHEDULE OF CONTRACTOR'S MAXIMUM RATES**  
**FOR ADDITIONAL SERVICES**

	Service	Reference	Agency-Approved Maximum Rate	Description
3	Container Relocation Service	Sections 5.02B and 8.02B	A – 12% of base monthly rate of the Collection Rate for each Container requiring Container Relocation Service  B – 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A – Distance greater than 50 feet and less than or equal to 100 feet  B – Distance greater than 100 feet  Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Sections 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week	Per Collection event per Container for Collection requested by Customer
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	\$19.35 for SFD \$19.35 for Commercial, Mixed Use, and MFD	Per Collection event (i.e., request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	\$1.27 per Recycling Cart \$3.85 per Organic Materials Cart	Per Cart per month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	\$105.20	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)

**ATTACHMENT Q**  
**SCHEDULE OF CONTRACTOR'S MAXIMUM RATES**  
**FOR ADDITIONAL SERVICES**

	Service	Reference	Agency-Approved Maximum Rate	Description
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of the base monthly Solid Waste Rate for the size of Container Collected once per week  plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A – \$10.96 per usage  B – \$12.25 per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	\$21.93 per lock	Per lock
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$10.31 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – \$64.50 B – \$109.64	A – per Cart B – per Bin or Drop-Box  Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D

**ATTACHMENT Q**  
**SCHEDULE OF CONTRACTOR’S MAXIMUM RATES**  
**FOR ADDITIONAL SERVICES**

	Service	Reference	Agency-Approved Maximum Rate	Description
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A – \$83.85 B – \$96.74 C – \$109.64	A – per 32 gallon Cart B – per 64 gallon Cart C – per 96 gallon Cart  Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D
<b>Additional Services for Agency</b>				
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$1,547.84	Per event
16	Additional Compost Material Delivery	Section 5.11	A – \$161.22 per delivery B – \$322.47 per delivery	A – “one-way” only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location  B – “Round-trip” delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$26,313.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A – \$3,869.62 B – \$6,449.37 C – \$9,674.07	A – One day event with a projected 2,500 or fewer attendees  B – One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day  C – One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day

**ATTACHMENT Q**  
**SCHEDULE OF CONTRACTOR'S MAXIMUM RATES**  
**FOR ADDITIONAL SERVICES**

<b>Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)</b>				
<b>Distance from Curb**</b>	<b>Backyard Charge for Customers with One (1) Solid Waste Cart</b>	<b>Backyard Charge for Customers with Two (2) Solid Waste Carts</b>	<b>Backyard Charge for Customers with Three (3) Solid Waste Carts</b>	<b>Backyard Charge for Customers with Four (4) Solid Waste Carts</b>
Distance <= 50 feet	\$23.20	\$37.03	\$74.10	\$111.13
50 < Distance <= 100 feet	\$27.09	\$40.92	\$77.96	\$115.02
100 < Distance <= 150 feet	\$30.94	\$44.78	\$81.81	\$118.88
150 < Distance <= 200 feet	\$34.83	\$48.66	\$85.69	\$122.76
200 < Distance <= 250 feet	\$38.69	\$52.52	\$89.58	\$126.63
250 < Distance <= 300 feet	\$42.57	\$56.39	\$93.44	\$130.48
300 < Distance <= 350 feet	\$46.44	\$60.25	\$97.32	\$134.35
Each additional 50 foot increment over 350 feet	Amount equals the difference between the Charge for 250 to 300 feet and 300 to 350 feet			

\* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all of Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.

\*\* Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.



Draft Report



Review of the 2023 Solid Waste Rates

*City of Belmont*  
*August 2022*





August 29, 2022

Mr. Peter Brown  
Public Works Director  
City of Belmont  
One Twin Pines Lane Suite 385  
Belmont, California 94002

Subject: Review of the 2023 Solid Waste Rates Draft Report

Dear Mr. Brown:

HDR Engineering, Inc. (HDR) was retained by the City of Belmont (City) to provide professional and technical rate services as they relate to the City's solid waste utility. The City is a member of the South Bayside Waste Management Authority (SBWMA) and has a franchise agreement with Recology of San Mateo County (Recology) for solid waste collection services, including the collection of recycling and organic materials. Through the franchise agreement, the annual compensation for Recology's services is contractually determined. Recology has provided to the City their calculation of the maximum rates for both regularly scheduled services, and additional services, for Rate Year 2023, based on their July 31<sup>st</sup> rate year 2023 application letter. The franchise agreement calls for the City to establish solid waste retail rates, but not at a level which exceeds the Contractor's "Maximum Rates for Regularly Scheduled Services".

HDR and the City have reviewed Recology's calculations and this report summarizes our findings, conclusions, and recommendations. This report and HDR's technical review were developed utilizing the City's and Recology's accounting, operating, and management records. HDR has relied upon this information to conduct our limited review, which provides the basis for our findings, conclusions, and recommendations contained in this report.

We appreciate the assistance provided by City staff, management, and City Council. More importantly, we appreciate the opportunity to work with City on this project.

Sincerely yours,  
HDR Engineering, Inc.

A handwritten signature in black ink, appearing to read 'Shawn Koorn'.

Shawn Koorn  
Associate Vice President



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**Technical Appendix A – Attachment L Rates – Regularly Scheduled Rates**

**Technical Appendix B – Attachment Q Rates – Additional Services**



### Introduction

The City of Belmont (City) is a member of the South Bayside Waste Management Authority (SBWMA) and on August 28, 2018, finalized an Amended and Restated Franchise Agreement (Agreement) with Recology of San Mateo County (Recology) for solid waste collection services, including the collection of recycling and organic materials. The Agreement is for the 15-year period of 2021 to 2035. Through the Agreement, the annual compensation for Recology’s collection and recycling services is contractually determined. At the same time, the Agreement calls for the City to establish and adopt their own solid waste rates, but not at a level which exceeds the Contractor’s “Maximum Rates for Regularly Scheduled and Additional Services”. Ultimately, Recology bills the City’s customers for the solid waste services at the rates established and formally adopted by the Belmont City Council.

As a part of the overall rate setting process, Recology’s data and information is reviewed by an outside party prior to its use within the calculation of the City’s maximum rates. Once that data and information is confirmed, Recology calculates the “maximum rates for regularly scheduled and additional services” and provides a copy of those calculations to the City for their review and acceptance. This review and rate setting process is similar to the reviews that HDR has provided to the City annually since 2013. The City has requested that HDR conduct a formal review of Recology’s solid waste rate calculations for rate year 2023. This will be the third rate year reviewed under the terms and conditions of the current Agreement.

The Agreement contains specific language and exhibits related to the development of the maximum rates for a given year for both regularly scheduled services (Schedule L) and additional services (Schedule Q). Rate year 2021, the first year of the current Agreement, serves as the base year for adjusting rates in future years. HDR has reviewed the applicable portions of the Agreement as they pertain to the 2023 rate year<sup>1</sup>. From our understanding of the current Agreement and the rate setting requirements, HDR reviewed Recology’s submittal for the 2023 rate year. This study discusses the review undertaken by HDR for the 2023 rate year.

### Limitations of HDR’s Review

HDR has provided a limited review of Recology’s maximum rate calculations for the 2023 rate year. As noted above, the data and information used by Recology to calculate the City’s maximum rates were independently reviewed by another outside firm. Given the outside review of Recology’s data and information, HDR and the City have assumed that the data and information input into Recology’s rate calculations are reasonable and appropriate. As part of the review, HDR did cross-check and verify the inputs into Recology’s model from the database of previously reviewed basic input data and information.

Within HDR’s review, four key items have been reviewed and verified. These included:

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<sup>1</sup> HDR assisted the City in negotiating a current franchise agreement with Recology and is very familiar with the requirements of the current agreement as it relates to rate setting (Article 11).

- A review of Recology’s methodology for compliance with our understanding of the required methodology specific for the 2023 rate year based on the current Agreement.
- A review of the data inputs and information used within the methodology to confirm that the costs and any other adjustments comply with the methodology for regularly scheduled services (Schedule L) for rate year 2023 as required in the current Agreement.
- A review of the data inputs and methodology used to adjust additional services (Schedule Q) for the 2023 rate year to confirm the use of the appropriate cost index, as specified in the current Agreement.
- Confirmation/verification of the calculations (formulas) within the methodology as they apply to the 2023 rate year based on the current Agreement.

## Overview of the Agreement

The current Agreement with Recology is intended to continue to provide the Belmont community with high-quality waste collection, waste reduction, recycling, and composting programs. In order to maximize the quality of services and waste-diversion potential, the City granted to Recology an exclusive right to provide these services within the City. In order to balance that exclusive right to provide these solid waste services against the costs/rates associated with that program, the parties needed to develop an approach or methodology that fairly compensated (and limited) the charges that Recology could charge the City’s customers. To address this requirement, Article 11 of the Agreement contains specific language, and a methodology, for annually establishing the maximum rates for the up-coming calendar year for both regularly scheduled (Schedule L) and additional services (Schedule Q).

The Agreement provides for an orderly process and approach to establish rates for the City and compensation for Recology. The review being undertaken by the City and HDR is a part of that orderly process, and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement. The agreement stipulates this as follows:

**The review being undertaken by the City and HDR is a part of that orderly process, and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement.**

*Article 11, “The Contractor’s Compensation, Pass-Through Costs and Rates” determines the annual compensation for Recology’s collection and recycling services. This calculation of annual compensation sets the Contractor’s “Maximum Rates for Regularly Scheduled Services” (Attachment L) and “Additional Services” (Attachment Q). Within the franchise agreement, Attachment L is established in 11.04 of Article 11, Annual Adjustment of Maximum Rates for Schedule Services. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.*

## Regularly Scheduled Service (Attachment L) – Review of Recology’s Calculated Maximum

On July 31, 2022, Recology provided to the City a letter outlining their calculation of the rates for rate year 2023. The City retained HDR Engineering, Inc. (HDR) to provide the rate review of the proposed 2023 rates as has been performed annually since 2013, which was to confirm that the overall methodology is in conformance with the current Agreement. In addition, HDR also verified or confirmed that the proper cost data appeared to be used within the analysis, and that the mathematical calculations are correct. In providing this review, HDR also attempted to independently calculate the rate index used for Schedule Q rates (e.g., consumer price index (CPI-U General)). This report details the City’s process to revise the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services for rate year 2023.

The rates that Recology charges its customers include Recology (contractor) compensation, SBWMA costs to operate the Shoreway transfer facility, waste disposal costs, franchise fees, and other related charges. Article 11 of the Agreement provides the framework or methodology for the determination of the maximum rate for the upcoming year. In very simple terms, the Agreement calls for Recology to annually take the existing maximum rate that is in effect and multiply each rate by an “adjustment multiplier”. The adjustment multiplier is essentially a cost index to develop Total Target Revenue for the rate year.

The rate adjustment multiplier is composed of three elements; the 2023 Base Contractor’s Compensation based on CPI cost adjustments, the 2022 Performance Incentive/Disincentive adjustment, and the 2023 pass through costs which comprise both disposal and agency payments. In addition is a fourth element this year which is the reversal of the prior year disincentive for 2021. For 2023 these elements are a total rate index adjustment of 3.66% as shown in Table ES-1.

Table ES – 1 Summary of 2023 Rate Adjustment to 2022 Rates				
Cost Component	2022 Target Revenue	2023 Target Revenue	\$ Difference	% Adjustment to 2022 Rates
Total Base Compensation	\$4,452,207	\$4,768,384	\$316,177	3.74%
Performance (Inc.)/Dis.	2,122	(5,459)	(7,581)	(0.09%)
Pass Thru Costs	4,002,879	4,010,571	7,692	0.09%
Plus Disincentive Payable 2021	6,849	0	(6,849)	(0.08%)
<b>Total Target Revenue</b>	<b>\$8,464,058</b>	<b>\$8,773,496</b>	<b>\$309,439</b>	<b>3.66%</b>

In the review of Recology’s Total Target Revenue for the 2023 rate year, HDR concluded that the Total Target Revenue used the appropriate data and information for the time period and the calculations within the methodology were correct. As a result of our review, HDR concluded that based upon the current Agreement, the City’s maximum solid waste rates for 2022 should be

increased by 3.66% to rate year 2023 proposed rates. Provided in this report is a more detailed discussion of each of the elements of the calculation of the 2023 maximum rate calculation and the basis for HDR’s summary conclusion.

Presented below in Table ES-2 are the present monthly residential rate and the proposed residential rates for 2023.

<b>Table ES – 2</b> <b>Summary of the Present and Proposed Residential Solid Waste Rates</b> <b>(Regularly Scheduled - \$/Month)</b>				
Schedule	Schedule Description	Present Monthly Rate	Proposed 2023 Rates	\$/Month Change
R20G	Residential Waste - 20 Gallons	\$34.94	\$36.22	\$1.28
R32G	Residential Waste - 32 Gallons	\$41.68	\$43.21	\$1.53
R64G	Residential Waste - 64 Gallons	\$82.06	\$85.06	\$3.00
R96G	Residential Waste - 96 Gallons	\$123.08	\$127.59	\$4.50

In addition to the above residential rates for regularly scheduled service, the City and Recology have a number of other rate schedules for regularly scheduled solid waste services. These include the following:

- Commercial Waste Carts (20 gallons to 96 gallons)
- Commercial Waste Bins (1 yard to 6 yards; 1 day to 7 days per week pickup)
- Commercial Organics (1 yard to 6 yards; 1 day to 7 days per week pickup)
- Commercial Organics Carts (20 gallons to 96 gallons; 1 day to 7 days per week pickup)
- Commercial Waste 3 Yard Compactor
- Solid Waste Compactor (per yard)

Each of these commercial rate schedules were increased by the overall 3.66% rate increase. A more detailed discussion of these other regularly scheduled services can be found in Section 4 of the report and also within the Technical Appendices as Attachment L rate schedules.

### **Additional Services (Attachment Q) – Review of Recology’s Calculated Maximum**

In addition to the regularly scheduled rates, there are also rates for “additional services”. The rates for additional services are contained in Attachment Q of the Agreement and are annually updated in accordance with the Agreement. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

The Maximum Rate set forth in Attachment Q is adjusted annually by multiplying the then effective April CPI-U General for the year in which rates are set and divided by the April CPI-U from the year prior to the year in which rates are set. For example, the April CPI-U-General is 324.878 for 2022 and the April CPI-U-General for 2021 is 309.419. Therefore, each Maximum

Rate is multiplied by the April CPI-U-General for 2022 and divided by the April CPI-U-General for 2021. This resulted in an overall rate increase of 5.00% (324.878 / 309.419) for Attachment Q rates effective in 2023 for the additional services.

A more detailed discussion of these additional services can be found in Section 4 of the report and also within the Technical Appendices as Attachment Q rate schedules.

## Summary Conclusions and Recommendations

Based on the limited review undertaken, it was the conclusion of HDR that the maximum rates, as calculated by Recology, were in conformance with the City's current Agreement. In reaching this conclusion, HDR has relied upon the data and information as supplied by the City and Recology. Given that conclusion, HDR would recommend that the City revise the residential and commercial rates based on the proposed rates provided in Table ES-1. Finally, the additional services (Attachment Q), as calculated by Recology and as reviewed within this report, should also be adopted for 2023 based on the CPI increase of 5.00%.

## City Council Review

On September 13, 2022, HDR will present to the City of Belmont City Council the proposed 3.66% rate adjustment for 2023 rates for the scheduled services, Schedule L, and a 5.00% rate adjustment for additional services, Schedule Q.

## Summary of the Review of Solid Waste Rates

This completes the summary review and analysis for the City's solid waste rates. A full and complete discussion of the review of Recology's solid waste rates can be found in the following sections of this report.



# 1.0 Introduction and Overview of the Report

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## 1.1 Introduction

The City of Belmont (City) is a member of the South Bayside Waste Management Authority (SBWMA). In 2018, the signed an Agreement with Recology of San Mateo County (Recology) for solid waste collection services, including the collection of recycling and organic materials. Through the Agreement, the annual compensation for Recology’s collection and recycling services is contractually determined. At the same time, the Agreement calls for the City to establish and adopt their own solid waste rates, but not at a level which exceeds the Contractor’s “Maximum Rates for Regularly Scheduled or Unscheduled Services”. Ultimately, Recology bills the City’s customers for the solid waste services at the rates established by the City of Belmont City Council.

The 2018 Agreement is for a 15-year term, for rate years 2021 through 2035. This solid waste rate review represents the third year under the current Agreement. While the current Agreement is similar to the 2010 agreement, there are certain differences. Both franchise agreements contain specific language and exhibits related to the development of the maximum rates for a given year.

The general approach for rate adjustments (2022 – 2035) is based on changes in specific cost indices for the primary cost categories outlined by Recology for the base contractor’s compensation. For example, in 2023 the costs, will be adjusted by the change in the specific cost indices from 2021 to 2023. These cost indices include CPI-U, CPI-U-Motor Fuel, CPI-W, etc. The agreement has outlined each of the specific cost indices that will be used in escalating the base costs for future year rate adjustments. The total target revenues for rate year 2023 will be compared to the total target revenues in the prior year rate year 2022. This comparison will result in the rate multiplier to be used on 2022 rates to establish the proposed 2023 rates.

## 1.2 Limitations of HDR’s Review

It is important to understand that HDR has provided a limited review of Recology’s maximum rate calculations for the 2023 rate year. The data and information used by Recology to calculate the City’s maximum rates were reviewed by another outside firm. HDR did not provide a review of this basic input data as a part of this study. Therefore, HDR and the City have assumed that the data and information input into Recology’s rate calculations are reasonable and appropriate. Having said that, HDR did a limited cross-check to verify the inputs into Recology’s model, from the database of previously reviewed basic input data and information.

Within HDR’s review, the three key items reviewed were the overall methodology, compliance to the agreed upon methodology, and verification of the data inputs. First, the overall methodology is generally well-laid out within Article 11 of the current Agreement. Given that, HDR reviewed Recology’s methodology for compliance with our understanding of the required methodology for the 2023 rate year. At the same time, HDR also reviewed the data inputs and information used within the methodology as applied to the 2022 rate year. While the data and information were previously reviewed, the selection and use of the appropriate costs and

adjustment factors must comply with the methodology. Finally, HDR confirmed/verified the calculations (formulas) used within the methodology as applied to the 2023 rate year were accurate. As a part of HDR's review, these three aspects of Recology's rate filing were reviewed and verified.

### **1.3 Organization of the Report**

This report is organized in a manner that reflects the general approach used by HDR to review Recology's maximum rates for "Regularly Scheduled" and "Additional Services". The next section of this report provides a brief overview of the relevant portions of the Agreement. Section 3 then provides a discussion and overview of the technical review undertaken by HDR of the Recology rate calculations. From that review, HDR was then able to review and verify the proposed maximum rates for Regularly Scheduled and Additional Services. The proposed maximum rates are discussed and shown in Section 4. Finally, Section 5 provides a summary of HDR's findings, conclusions, and recommendations from this study.



## 2.0 Overview of the Agreement

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### 2.1 Introduction

An important starting point for reviewing the City’s solid waste rates is to gain an understanding of the current Agreement which is an extension of the original 2010 franchise agreement. This section of the report is intended to provide a brief overview of the relevant portions of the City’s current Agreement with Recology to help the reader better understand the basis for this review of the rates.

The review and discussion contained herein is not intended to be comprehensive in nature, nor provide any legal interpretation or opinion regarding the relevant portions of this Agreement as it relates to this study.

### 2.2 Overview of the Agreement

As noted, the agreement was extended in 2018 for an additional 15-year term for rate years 2021 through 2035. This is the third rate year under the current, extended, Agreement. The Agreement is very similar to the 2010 franchise agreement but does contain some relevant changes to Article 11 which determines Recology’s compensation and the City’s solid waste rates. Similar to the 2010 agreement, for 2021 and beyond, Recology’s annual compensation for collection and recycling services is outlined in the Agreement and contractually determined. The Agreement calls for the City to establish and adopt their own solid waste rates, but not at a level which exceeds the Contractor’s “Maximum Rates for Regularly Scheduled Services” referred to as Attachment L and “Maximum Rates for Additional Services”, referred to as Attachment Q<sup>2</sup>. The Agreement between the parties contains specific language and exhibits related to the development of the maximum rates for a given year for both Attachments L and Q.

**... and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement for the 2023 rate year.**

The Agreement provides for an orderly process and approach to establish rates for the City and compensation for Recology. The review being undertaken by the City and HDR is a part of that orderly process, and the City is performing its due diligence to verify and confirm that the maximum rates calculated by Recology are in accordance with the Agreement for rate year 2023.

More specific to the Agreement, *Article 11 – “The Contractor’s Compensation, Pass-Through Costs and Rates”* provides the analytical framework for determining the annual compensation for Recology’s collection and recycling services. This calculation of annual compensation sets the Contractor’s “Maximum Rates for Regularly Scheduled Services” known as Attachment L and “Additional Services” known as Attachment Q. Attachment L is established in 11.04 of Article 11,

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<sup>2</sup> Under the 2010 franchise agreement, Regularly Scheduled services were referred to as Attachment R and Additional Services was referred to as Schedule Q.

Annual Adjustment of Maximum Rates for Schedule Services. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

## 2.3 Regularly Scheduled Services (Attachment L)

As noted above, Article 11 of the Agreement provides the analytical framework or methodology for the determination of the maximum rates for the upcoming year. In very simple terms, the Agreement calls for Recology to annually take the existing maximum rate that is in effect and multiply each rate by an “adjustment multiplier”. The adjustment multiplier is essentially a “cost index” based on CPI value adjustments to arrive at Total Target Revenue for the rate year. The Total Target Revenue for the current year is divided by the prior year Total Target Revenue per 11.04.A. as follows:

*“ . . . Beginning with the adjustment for Rate Year 2022, each Maximum Rate set forth in Attachment L shall be adjusted annually by multiplying the then-effective Maximum Rate by the Adjustment Multiplier. The Adjustment Multiplier used to calculate the Maximum Rates that will be effective in a given Rate Year (the “Adjustment Year”) shall be calculated by dividing Total Target Revenue for the Adjustment Year (calculated pursuant to Table 2 below) by Total Target Revenue for the Rate Year prior to the Adjustment Year (the “Current Year”).”<sup>3</sup>*

However for only Rate Year 2022 the “prior” year will be the 2021 adjusted Total Target Revenue of \$7,888,920 as follows in 11.04A.

*“ . . . For purposes of determining Maximum Rates for Rate Year 2022, Total Target Revenue for Rate Year 2021 shall be the same as Total Contractor’s Compensation for that year (i.e. \$7,888,920).”<sup>4</sup>*

Going forward in rate year 2023 to 2035 the adjustment multiplier will be the current year Total Target Revenue divided by the prior year Total Target Revenue. In rate year 2023 the Total Target Revenue for 2023 rate year will be divided by the prior 2022 Total Target.

The franchise agreement provides the cost index for the various components to calculate Total Target Revenue. The Total Target Revenue is stated in total dollars. For example, the Total Target Revenue for 2022 was \$8,464,058. Going forward, for each year the cost index is calculated by adding together the various component costs which are composed of the following cost elements:

- Direct Labor (Wages for CBA’s, Benefits for CBA’s, Payroll Taxes, Worker’s Compensation)
- Direct Fuel Costs
- General Expenses Direct and Indirect
- General Expenses Depreciation
- Profit Calculation
- Interest
- Performance Incentives/Performance Disincentives
- Pass Through Costs

<sup>3</sup> Franchise Agreement, Section 11.04(A), Adjustment Multiplier for Regularly Scheduled Services, p. 99.

<sup>4</sup> Franchise Agreement, Section 11.04(A), Adjustment Multiplier for Regularly Scheduled Services, p. 99.

- Disposal Costs (i) Projected Next Year, (ii) Actual Prior Year, (iii) less Prior Projected Year)
- Agency Payments

The general approach for future year rate adjustments (2023 – 2035) is based on changes in specific cost indices for the primary cost categories outlined by Recology for the base contractor’s compensation. For example, in 2023 the costs will be adjusted by the change in the specific cost indices from 2022 to 2023. These cost indices include CPI-U, CPI-U-Motor Fuel, CPI-W, etc. The current Agreement outlines each of the specific cost indices that will be used in escalating the base costs (adjusted 2021 Total Target Revenue) for future year rate adjustments. For rate year 2023, the 2023 Total Target Revenue is compared to the 2022 Total Target Revenue of \$8,464,058. For rate year 2023, the specific cost indices will compare for the current year index to the 2020 index and the 2022 adjusted Total Target Revenue.

Finally, the disposal costs are calculated separately from base contractor’s compensation. The current franchise agreement uses a similar approach to establishing the annual adjustments to the disposal costs. Essentially, all increases or changes in disposal costs are passed through as direct rate adjustments to the customer.

## 2.4 Additional Services (Attachment Q)

The rates for additional services are addressed in the current franchise agreement and are annually updated in accordance with the Agreement. Rates for Additional Services are discussed and established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

### **11.05 – Annual Adjustment of Maximum Rates for Additional Services**

*A. The Maximum Rates for Rate Year 2021 for the additional services described in Attachment Q shall be the charges for those services determined under the SBWMA-wide methodology, adjusted as necessary to pass through the Franchise Fee and any other Agency fees under this Agreement. Beginning with the adjustment for Rate Year 2022, each Maximum Rate set forth in Attachment Q shall be adjusted annually by multiplying the then-effective Maximum Rate by April CPI-U-General for the year in which the calculation is made and dividing the result by April CPI-U-General for the year prior to the year in which the calculation is made. For example, to calculate the Maximum Rates set forth in Attachment Q effective in 2025, each such Maximum Rate effective in 2024 shall be multiplied by CPI-U-General for April 2024 and divided by CPI-U-General for April 2023.*

The adjustment to Schedule Q is based upon a cost-indexing approach and a CPI for general inflation is used. For example, assume the April 2025 CPI-U-General is 300.000 and the April 2024 CPI-U-General is 295.000. This would result in an adjustment to the Additional Services rates of 1.7%. ( $300.000 / 295.000 = 1.017$  or 1.7%).

## 2.5 Summary

This section of the report has provided a brief overview of the relevant portions of the current Agreement with Recology. While this overview of the Agreement has been necessarily abbreviated, it does provide a good understanding of the basic framework or methodology used to calculate the maximum rates for Regularly Scheduled Services and Additional Services.



## 3.0 Review of Recology’s Calculated Maximum Rates for Regularly Scheduled Services

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### 3.1 Introduction

As a part of the Agreement, Recology calculates the maximum rates for the up-coming calendar year. The calculated maximum rates are formula driven, and as noted in the prior section of the report, there is relatively clear language and numeric examples of the rate process. The purpose of this section of the report is to provide an overview of Recology’s rate filing to the City for the 2023 rate year, along with HDR’s technical review of that filing. Article 11.04 specifically outlines the establishment of maximum rates for 2023 and after for regularly scheduled services.

### 3.2 Overview of Recology’s 2023 Rate Application

On July 31, 2022, Recology provided to the City a letter and the detailed worksheets outlining their calculation of the maximum rates for rate year 2023. The rate application letter indicated a maximum increase adjustment of 3.66%. HDR reviewed that calculation and determined based upon the information provided that it appears to be in agreement with the current Agreement.

For 2023, the adjustment multiplier is based on CPI cost adjustment by component. HDR conducted a review of Recology’s calculations and determined, based on the information provided, that it appears to be in compliance with the Agreement. Provided below in Table 3-1 is an overview of Recology’s Total Target Revenue calculation for rate year 2023

**Table 3 – 1**  
**Overview of Recology’s Total Target Revenue Calculation Rate Year 2023**

Cost Component	Adj. 2021 Target Revenue	April 2020 CPI Index	April 2022 CPI Index	Change 2020 to 2023	2023 Target Revenue
Direct Labor Related					
Wages for CBA’a	\$1,310,584	290.304	322.0210	1.109	\$1,453,771
Benefits for CBA’s	608,287	548.136	573.254	1.046	636,161
Payroll Taxes	109,005	N/A	N/A		117,755
Workers Compensation	93,961	290.304	322.021	1.109	104,227
Direct Fuel Costs	169,992	209.994	414.03	1.972	335,161
General Expense Direct & Indirect	1,211,383	298.074	324.848	1.090	1,320,296
Depreciation	281,317	N/A	N/A		281,317
Profit	397,271	N/A	N/A		445,995
Interest	73,679	N/A	N/A		73,679
Performance Inc./Disincentives	0	N/A	N/A		<u>(5,459)</u>
<b>Base Contractor’s Compensation</b>	<b>\$4,255,479</b>				<b>\$4,762,925</b>
Agency Components	2,051,120				\$2,281,102
Disposal Projected Cost (i)					\$1,745,620
Disposal Actual Prior Year Cost (ii)					1,772,859
Disposal Prior Projected Cost (iii)					<u>-1,789,017</u>
Disposal Cost Component	\$1,732,664				\$1,729,462
<b>Total Target Revenue</b>	<b>\$8,039,263</b>				<b>\$8,773,496</b>

(i) The Contractor’s projected costs for April 1 of that calendar year through March 31 of the following year plus

(ii) The Contractors’ actual costs April 1 of the year prior through March 31 of the calendar year minus

(iii) The contractor’s previous projection.

As noted above, the City retained HDR to review the Recology calculations (Table 3-1) to confirm that the proper data appeared to be used within the analysis, and that the mathematical calculations were correct for the 2023 rate year. While Table 3-1 appears rather simple and straight-forward, the calculations are, in some cases, much more complex with other detailed worksheets behind them.

Provided below is a more detailed discussion of the analytical steps taken to review the Recology calculations and the results of our review.

### 3.3 Overview of General Approach Used to Review Costs

As noted in Section 2, an important starting point for reviewing Recology’s compensation is understanding the Agreement. HDR reviewed the documents, then independently reviewed the rate year 2023 maximum rate calculations. HDR developed spreadsheets to review and attempt to duplicate the Recology calculations for 2023. In this way, HDR could review the data sources

used and verify their appropriateness, while at the same time, verifying the formulas used within the calculations.

### 3.4 Summary Conclusions of HDR’s Review of the Maximum Rate Calculations

Based on HDR’s review of Recology’s 2023 rate application, HDR concluded that the costs contained in Table 3-1 used appropriate cost data and information for the time period and the calculations within the methodology were correct. As a result of our independent review HDR concluded that based upon the existing Agreement, the maximum rates should be calculated based on the increase in rates of 3.66%.

### 3.5 HDR’s Detailed Review of the Total Target Revenue Calculations

As previously discussed, the focus of HDR’s review was on the calculations used to establish the total target revenue for rate year 2023 or the “Maximum Rates for Regularly Scheduled Services”. Article 11 of the Agreement form the basis for the calculations. As shown in Table 3-1, there is one primary calculation component to the maximum rate calculation, the CPI value adjustment.

#### 3.5.1 CPI Value Adjustment

The general approach for future year rate adjustments (2023 – 2035) is based on changes in specific cost indices for the primary cost categories outlined by Recology for the base contractor’s compensation. For example, in 2023 the 2021 adjusted base target revenue will be adjusted by the change in the specific cost indices from 2020 to 2022. These cost indices include CPI-U, CPI-U-Motor Fuel, CPI-W, etc. The current Agreement outlines each of the specific cost indices that will be used in escalating the base adjusted target revenue for future year rate adjustments. For Rate Year 2023 and thereafter the specific cost indices will compare for the current year index to the 2020 index and the 2021 adjusted Total Target Revenue. In simplified terms, general operating costs are adjusted annually by the use of a CPI value. The CPI value index is segregated into nine main components. They are as follows:

- **Direct Labor** - The direct labor includes wages for CBA’s, benefits for CBA’s, payroll taxes, and worker’s compensation. Wages for CBA’s, benefits for CBA’s, and worker’s compensation for base year 2021 is multiplied by the difference between the 2020 base year CPI for that component and the current year (2021) CPI for that component. In very simplified terms, the agreement uses the wages for CBAs at the start of the agreement of 2021 and then simply adjusts wages for CBAs by a CPI amount based on 2020 CPI and the current year CPI. Payroll tax is a formula based on the wages times 8.1%.
- **Direct Fuel** – The fuel for base year 2021 is multiplied by the difference between the 2020 average price per gallon and the average price per gallon of fuel for the twelve month period ending March 31 of the Calendar Year.
- **General Expense Direct and Indirect** – The general expense base for 2021 is multiplied by the difference between the 2020 base year Consumer Price Index and the current year Consumer Price Index.
- **Depreciation Vehicles, Containers, Indirect** – The vehicle depreciation remains fixed at \$193,109 for rate year 2022-2026. Values for rate years 2027-2035 shall be determined as part of the SBWMA-wide rate application for rate year 2027. The container

depreciation remains fixed at \$77,090 for rate years 2022-2035 unless additional containers are purchased. The indirect remains fixed at \$7,409 for rate years 2022-2035.

- **Profit Calculation** – The profit is calculated by taking the sum of direct labor, direct fuel, general expenses direct and indirect, and the depreciation vehicles, containers and indirect for the current rate year, divide by 0.905, and subtract from the result the sum of direct labor, direct fuel, general expenses direct and indirect, and the depreciation vehicles, containers and indirect for the current rate year components for the rate year. This calculation represents application of the 90.5% operating ratio to Contractor’s calculated total annual cost of operations.
- **Disposal Costs** – (i) The Contractor’s projected costs for April 1 of that calendar year through March 31 of the following year plus (ii) the Contractors’ actual costs April 1 of the year prior through March 31 of the calendar year minus (iii) the contractor’s previous projection.
- **Interest** – The value remains fixed at \$72,732 for rate years 2022-2035 unless additional vehicles or containers are purchased.
- **Performance-Based** – Is the sum of incentives and disincentives the year immediately preceding the Calendar Year of the Cost Index. The determination of incentives and disincentives is independently determined by another outside party.
- **Agency Payment** – The anticipated amount of total Agency payments as detailed in Article 11 (direct labor, direct fuel, general expenses direct and indirect, depreciation, profit, interest, performance incentives & disincentives, and disposal costs, divided by  $(1 - 0.26)$  then multiplying the result by 0.26.

For each of the above components, HDR reviewed the source data and information used within Recology’s calculations. As a part of Recology’s packet of information, the source data used by Recology was attached to the application letter. While much of the cost data and information had previously been audited by another outside independent consultant, in those cases where other key assumptions to the analysis were needed (e.g., CPI index), HDR attempted to independently review them.

Based on the changes from the 2022 total target revenue to the 2023 total target revenue the costs increased by \$309,439 or 3.66% overall ( $\$8,773,496 - \$8,464,058 = \$309,439$  or  $\$309,439/\$8,464,058 = 3.66\%$ ). The majority of the components are based on specific cost indexes and/or formulas as explained previously. Disposal costs are based on projections and actuals and are made of three components the (i) Contractor’s projected costs, (ii) the Contractors’ actual costs of the year prior, and the (iii) Contractor’s previous projection. Provided below in Table 3-2 is a summary of the changes in target revenue compared from 2022 to 2023.

**Table 3 – 2**  
**Summary of Changes in Total Target Revenue from 2022 to 2023**

Cost Component	2022 Target Revenue	2023 Target Revenue	\$ Difference	% Difference
<b>Base Contractor Compensation</b>				
Direct Labor Related	\$2,189,750	\$2,311,915	\$122,165	5.58%
Direct Fuel Costs	234,012	335,161	101,149	43.22%
General Expense Direct & Indirect	1,257,489	1,320,315	62,826	5.00%
Depreciation	281,317	281,317	0	0.00%
Profit	415,960	445,997	30,037	7.22%
Interest	<u>73,679</u>	<u>73,679</u>	<u>0</u>	0.00%
<b>Total Base Compensation</b>	<b>\$4,452,207</b>	<b>\$4,768,384</b>	<b>\$316,177</b>	
<b>Performance (Inc.)/Dis.</b>	<b>2,122</b>	<b>(5,459)</b>	<b>(7,581)</b>	<b>(357.26%)</b>
<b>Total Pass Thru Costs</b>				
Disposal Projected Cost (i)	\$1,789,017	\$1,745,620	(43,397)	(2.43%)
Disposal Actual Prior Year Cost (ii)	1,747,652	1,772,859	25,207	1.44%
Disposal Prior Projected Cost (iii)	(1,732,664)	(1,789,017)	(56,353)	3.25%
Agency Payments	<u>\$2,198,874</u>	<u>\$2,281,109</u>	<u>82,235</u>	3.74%
<b>Total Pass Thru Costs</b>	<b>\$4,002,879</b>	<b>\$4,010,571</b>	<b>\$7,692</b>	
Plus Disincentive Payable 2021	6,849	0	(6,849)	(100.0%)
<b>Total Target Revenue</b>	<b>\$8,464,058</b>	<b>\$8,773,496</b>	<b>\$309,439</b>	<b>3.66%</b>

In a more simplified or summarized manner, The rate adjustment multiplier is composed of three elements; the 2023 CPI cost adjustments, the 2022 Incentive/Disincentive adjustment, and the 2023 pass through costs which comprise both disposal and agency payment. Table 3-3 summarizes this adjustment by component.

**Table 3 – 3**  
**Summary of 2023 Rate Adjustment to 2022 Rates**

Cost Component	2022 Target Revenue	2023 Target Revenue	\$ Difference	% Adjustment to 2022 Rates
Total Base Compensation	\$4,452,207	\$4,768,384	\$316,177	3.74%
Performance (Inc.)/Dis.	2,122	(5,459)	(7,581)	(0.09%)
Pass Thru Costs	4,002,879	4,010,571	7,692	0.97%
Plus Disincentive Payable 2021	6,849	0	(6,849)	(0.08%)
<b>Total Target Revenue</b>	<b>\$8,464,058</b>	<b>\$8,773,496</b>	<b>\$309,439</b>	<b>3.66%</b>

### **3.6 Conclusions Regarding the Calculation of the Maximum Rate**

Based on the review of the Recology rate calculation, HDR concluded that the calculation as provided by Recology appears appropriate and in keeping with the current Agreement. In reaching this conclusion, HDR reviewed and verified the data inputs into the calculation, while also confirming the overall methodology and calculations. Based upon our conclusions, the calculated Maximum Rate Index for 2023 is an increase of 3.66% in overall rates for regularly scheduled services.



## 4.0 Review of the Proposed 2023 Solid Waste Rates

### 4.1 Introduction

In the previous section of this report, the cost basis for the City’s 2023 solid waste rates was reviewed and provides the basis for determining the City’s maximum rates for rate year 2023. This section of the report will review the maximum solid waste rates for Regularly Scheduled Services (Attachment L) and Additional Services (Attachment Q).

### 4.2 Residential Regularly Scheduled Service (Attachment L)

From the review of the rate index multiplier, it was concluded that the analysis developed by Recology appears to comply with the City’s Agreement. The overall adjustment to revenues derived from rates for 2023 is a 3.66% increase in the existing rates. In developing the calculated maximum rates, Recology provided a schedule of the rates. HDR reviewed the calculated maximum rates to confirm that they use the appropriate multiplier. Presented below is a discussion of the present solid waste rates and the proposed 2023 rates for residential and commercial customers. Provided below in Table 4-1 are the proposed 2023 Residential rates for Schedule L (regularly scheduled services).

Table 4-1 Summary of the Present and Proposed Residential Solid Waste Rates (Regularly Scheduled - \$/Month)				
Schedule	Schedule Description	Present Monthly Rate	Proposed 2023 Rates	\$/Month Change
R20G	Residential Waste - 20 Gallons	\$34.94	\$36.22	\$1.28
R32G	Residential Waste - 32 Gallons	\$41.68	\$43.21	\$1.53
R64G	Residential Waste - 64 Gallons	\$82.06	\$85.06	\$3.00
R96G	Residential Waste - 96 Gallons	\$123.08	\$127.59	\$4.50

### 4.3 Commercial Carts Regularly Scheduled Service (Attachment L)

Some commercial waste customers have similar service to the residential customers in that they have cart sizes that range from 20 gallons to 96 gallons. However, a difference between the residential and commercial service is the number of pick-ups per week. A commercial customer may choose their level of service (number of pick-ups per week). Presented in Table 4-2 is a summary of the current commercial rates and the calculated maximum rate for 2023. The maximum calculated rate assumes a 3.66% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration.

**Table 4 – 2**  
**Summary of the Present and Calculated Max. Commercial Solid Waste Rates**  
**(By Gallon Cart Size; Regularly Scheduled - \$/Month)**

C20G	Commercial Waste - 20 Gallon							
	Present 2021 Monthly Rate	\$44.58	\$91.70	\$136.53	\$187.45	\$237.16	\$296.74	\$361.48
	<b>Calculated Maximum 2023 Rate</b>	<b>\$46.21</b>	<b>\$95.06</b>	<b>\$141.53</b>	<b>\$194.31</b>	<b>\$245.84</b>	<b>\$307.60</b>	<b>\$374.71</b>
	\$/Month Change	\$1.63	\$3.36	\$5.00	\$6.86	\$8.68	\$10.86	\$13.23
C32G	Commercial Waste - 32 Gallon							
	Present 2021 Monthly Rate	\$49.50	\$101.90	\$151.68	\$208.27	\$263.49	\$329.70	\$401.63
	<b>Calculated Maximum 2023 Rate</b>	<b>\$51.31</b>	<b>\$105.63</b>	<b>\$157.23</b>	<b>\$215.89</b>	<b>\$273.13</b>	<b>\$341.77</b>	<b>\$416.33</b>
	\$/Month Change	\$1.81	\$3.73	\$5.55	\$7.62	\$9.64	\$12.07	\$14.70
C64G	Commercial Waste - 64 Gallon							
	Present 2021 Monthly Rate	\$95.72	\$193.14	\$293.04	\$394.03	\$500.86	\$610.35	\$714.51
	<b>Calculated Maximum 2023 Rate</b>	<b>\$99.22</b>	<b>\$200.21</b>	<b>\$303.77</b>	<b>\$408.45</b>	<b>\$519.19</b>	<b>\$632.69</b>	<b>\$740.66</b>
	\$/Month Change	\$3.50	\$7.07	\$10.73	\$14.42	\$18.33	\$22.34	\$26.15
C96G	Commercial Waste - 96 Gallon							
	Present 2021 Monthly Rate	\$138.35	\$283.39	\$430.05	\$581.73	\$735.46	\$925.79	\$1,080.07
	<b>Calculated Maximum 2023 Rate</b>	<b>\$143.41</b>	<b>\$293.76</b>	<b>\$445.79</b>	<b>\$603.02</b>	<b>\$762.38</b>	<b>\$959.67</b>	<b>\$1,119.60</b>
	\$/Month Change	\$5.06	\$10.37	\$15.74	\$21.29	\$26.92	\$33.88	\$39.53

As can be seen, the rates have maintained the existing structure for commercial waste customers with carts.

#### 4.4 Commercial Waste Bins Regularly Scheduled Service

Other commercial customers have larger bins which range in size from 1 yard to 6 yards. These commercial waste customers also have the option of different levels of service and can select the number of pick-ups per week. Presented in Table 4-3 is a summary of the current commercial waste bin rates and the calculated maximum rate for 2023. The maximum calculated rate assumes a 3.66% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration.

**Table 4 – 3**  
**Summary of the Present and Calculated Max. Commercial Solid Waste Rates**  
**(By Bin Size in Yards; Regularly Scheduled - \$/Month)**

C1YG	Commercial Waste - 1 Yard							
	Present 2021 Monthly Rate	\$232.14	\$472.63	\$717.24	\$964.70	\$1,214.15	\$1,515.32	\$1,787.89
	<b>Calculated Maximum 2023 Rate</b>	<b>\$240.64</b>	<b>\$489.93</b>	<b>\$743.49</b>	<b>\$1,000.01</b>	<b>\$1,258.59</b>	<b>\$1,570.78</b>	<b>\$1,853.33</b>
	\$/Month Change	\$8.50	\$17.30	\$26.25	\$35.31	\$44.44	\$55.46	\$65.44
C2YG	Commercial Waste - 2 Yard							
	Present 2021 Monthly Rate	\$466.97	\$941.60	\$1,420.71	\$1,903.31	\$2,392.73	\$2,824.75	\$3,345.44
	<b>Calculated Maximum 2023 Rate</b>	<b>\$484.06</b>	<b>\$976.06</b>	<b>\$1,472.71</b>	<b>\$1,972.97</b>	<b>\$2,480.30</b>	<b>\$2,928.14</b>	<b>\$3,467.88</b>
	\$/Month Change	\$17.09	\$34.46	\$52.00	\$69.66	\$87.57	\$103.39	\$122.44
C2YG1	Commercial Waste - 2 Yard							
	Present 2021 Monthly Rate	\$466.97	\$941.60	\$1,420.71	\$1,903.31	\$2,392.73	\$2,824.75	\$3,345.44
	<b>Calculated Maximum 2023 Rate</b>	<b>\$484.06</b>	<b>\$976.06</b>	<b>\$1,472.71</b>	<b>\$1,972.97</b>	<b>\$2,480.30</b>	<b>\$2,928.14</b>	<b>\$3,467.88</b>
	\$/Month Change	\$17.09	\$34.46	\$52.00	\$69.66	\$87.57	\$103.39	\$122.44
C3YG	Commercial Waste - 3 Yard							
	Present 2021 Monthly Rate	\$704.26	\$1,417.02	\$2,133.96	\$2,853.04	\$3,574.60	\$4,339.41	\$5,109.55
	<b>Calculated Maximum 2023 Rate</b>	<b>\$730.04</b>	<b>\$1,468.88</b>	<b>\$2,212.06</b>	<b>\$2,957.46</b>	<b>\$3,705.43</b>	<b>\$4,498.23</b>	<b>\$5,296.56</b>
	\$/Month Change	\$25.78	\$51.86	\$78.10	\$104.42	\$130.83	\$158.82	\$187.01
C4YG	Commercial Waste - 4 Yard							
	Present 2021 Monthly Rate	\$961.38	\$1,939.38	\$2,917.40	\$3,906.54	\$4,899.86	\$5,934.38	\$6,990.56
	<b>Calculated Maximum 2023 Rate</b>	<b>\$996.57</b>	<b>\$2,010.36</b>	<b>\$3,024.18</b>	<b>\$4,049.52</b>	<b>\$5,079.19</b>	<b>\$6,151.58</b>	<b>\$7,246.41</b>
	\$/Month Change	\$35.19	\$70.98	\$106.78	\$142.98	\$179.33	\$217.20	\$255.85
C6YG	Commercial Waste - 6 Yard							
	Present 2021 Monthly Rate	\$1,478.54	\$2,998.70	\$4,507.55	\$6,003.56	\$7,520.90	\$9,092.10	\$10,648.98
	<b>Calculated Maximum 2023 Rate</b>	<b>\$1,532.65</b>	<b>\$3,108.45</b>	<b>\$4,672.53</b>	<b>\$6,223.29</b>	<b>\$7,796.16</b>	<b>\$9,424.87</b>	<b>\$11,038.73</b>
	\$/Month Change	\$54.11	\$109.75	\$164.98	\$219.73	\$275.26	\$332.77	\$389.75

The commercial waste rates for customers with bins have maintained the existing rate structure and rate relationships.

#### 4.5 Commercial Organics Bins Regularly Scheduled Service

The rate charged for commercial organics is tied to the commercial waste rate. Commercial organics rates are charged at 70% of the commercial waste rate, for a comparable size bin. Similar to the commercial waste bin customers, commercial organics customers have bins which range in size from 1 yard to 6 yards. Similar to the commercial waste customer, the commercial organics customers also have the option of different levels of service and can select the number of pick-ups per week. Presented in Table 4-4 is a summary of the current commercial organics bin rates and the calculated maximum rate for 2023. The maximum calculated rate assumes a 3.66% increase from the present rates. Some rounding of the rates may occur for purposes of ease of administration.

**Table 4 –4**  
**Summary of the Present and Calculated Maximum Commercial Organics Solid Waste Rates (By Bin Size in Yards; Regularly Scheduled - \$/Month)**

C1YO	Commercial Organics - 1 Yard							
	Present 2021 Monthly Rate	\$162.51	\$330.83	\$502.05	\$675.29	\$849.91	\$1,060.74	\$1,251.53
	<b>Calculated Maximum 2023 Rate</b>	<b>\$168.46</b>	<b>\$342.94</b>	<b>\$520.43</b>	<b>\$700.01</b>	<b>\$881.02</b>	<b>\$1,099.56</b>	<b>\$1,297.34</b>
	\$/Month Change	\$5.95	\$12.11	\$18.38	\$24.72	\$31.11	\$38.82	\$45.81
C2YO	Commercial Organics - 2 Yard							
	Present 2021 Monthly Rate	\$326.89	\$659.11	\$994.50	\$1,332.31	\$1,674.88	\$1,977.32	\$2,341.81
	<b>Calculated Maximum 2023 Rate</b>	<b>\$338.85</b>	<b>\$683.23</b>	<b>\$1,030.90</b>	<b>\$1,381.07</b>	<b>\$1,736.18</b>	<b>\$2,049.69</b>	<b>\$2,427.52</b>
	\$/Month Change	\$11.96	\$24.12	\$36.40	\$48.76	\$61.30	\$72.37	\$85.71
C3YO	Commercial Organics - 3 Yard							
	Present 2021 Monthly Rate	\$492.98	\$991.94	\$1,493.78	\$1,997.13	\$2,502.21	\$3,037.59	\$3,576.68
	<b>Calculated Maximum 2023 Rate</b>	<b>\$511.02</b>	<b>\$1,028.25</b>	<b>\$1,548.45</b>	<b>\$2,070.22</b>	<b>\$2,593.79</b>	<b>\$3,148.77</b>	<b>\$3,707.59</b>
	\$/Month Change	\$18.04	\$36.31	\$54.67	\$73.09	\$91.58	\$111.18	\$130.91
C4YO	Commercial Organics - 4 Yard							
	Present 2021 Monthly Rate	\$672.97	\$1,357.56	\$2,042.18	\$2,734.58	\$3,429.89	\$4,154.10	\$4,893.39
	<b>Calculated Maximum 2023 Rate</b>	<b>\$697.60</b>	<b>\$1,407.25</b>	<b>\$2,116.92</b>	<b>\$2,834.67</b>	<b>\$3,555.42</b>	<b>\$4,306.14</b>	<b>\$5,072.49</b>
	\$/Month Change	\$24.63	\$49.69	\$74.74	\$100.09	\$125.53	\$152.04	\$179.10
C6YO	Commercial Organics - 6 Yard							
	Present 2021 Monthly Rate	\$1,034.98	\$2,099.09	\$3,155.27	\$4,202.50	\$5,264.63	\$6,364.46	\$7,454.28
	<b>Calculated Maximum 2023 Rate</b>	<b>\$1,072.86</b>	<b>\$2,175.92</b>	<b>\$3,270.75</b>	<b>\$4,356.31</b>	<b>\$5,457.32</b>	<b>\$6,597.40</b>	<b>\$7,727.11</b>
	\$/Month Change	\$37.88	\$76.83	\$115.48	\$153.81	\$192.69	\$232.94	\$272.83

#### 4.6 Commercial Organics Carts Regularly Scheduled Service

Commercial customers can also have the smaller gallon-sized carts for organic waste. Presented in Table 4-5 is a summary of the current commercial organics cart rates and the calculated maximum rate for 2023. The maximum calculated rate assumes a 3.66% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration.

**Table 4 – 5**  
**Summary of the Present and Calculated Maximum Commercial Organics Solid Waste Rates (By Gallon Cart Size; Regularly Scheduled - \$/Month)**

C320	Commercial Organics - 32 Gallon							
	Present 2021 Monthly Rate	\$34.67	\$71.33	\$106.17	\$145.80	\$184.45	\$230.81	\$281.16
	<b>Calculated Maximum 2023 Rate</b>	<b>\$35.94</b>	<b>\$73.94</b>	<b>\$110.06</b>	<b>\$151.14</b>	<b>\$191.20</b>	<b>\$239.26</b>	<b>\$291.45</b>
	\$/Month Change	\$1.27	\$2.61	\$3.89	\$5.34	\$6.75	\$8.45	\$10.29
C640	Commercial Organics - 64 Gallon							
	Present 2021 Monthly Rate	\$67.02	\$135.20	\$205.12	\$275.83	\$350.61	\$427.21	\$500.15
	<b>Calculated Maximum 2023 Rate</b>	<b>\$69.47</b>	<b>\$140.15</b>	<b>\$212.63</b>	<b>\$285.93</b>	<b>\$363.44</b>	<b>\$442.85</b>	<b>\$518.46</b>
	\$/Month Change	\$2.45	\$4.95	\$7.51	\$10.10	\$12.83	\$15.64	\$18.31
C960	Commercial Organics - 96 Gallon							
	Present 2021 Monthly Rate	\$96.85	\$198.36	\$301.03	\$407.20	\$514.82	\$648.04	\$756.05
	<b>Calculated Maximum 2023 Rate</b>	<b>\$100.39</b>	<b>\$205.62</b>	<b>\$312.05</b>	<b>\$422.10</b>	<b>\$533.66</b>	<b>\$671.76</b>	<b>\$783.72</b>
	\$/Month Change	\$3.54	\$7.26	\$11.02	\$14.90	\$18.84	\$23.72	\$27.67

The commercial organics cart rates have maintained the existing rate structure and rate relationships.

#### 4.7 Other Miscellaneous Solid Waste Rates

The solid waste rates also include other solid waste rates for multi-family customers. The maximum calculated rate assumes a 3.66% increase from the present rates. Some minor rounding of the rates may occur for purposes of ease of administration. These rates are shown below in Table 4-6

**Table 4 – 6**  
**Summary of the Present and Calculated Maximum Other Miscellaneous Solid Waste Rates (Regularly Scheduled - \$/Month)**

C3CG	Commercial Waste 3 Yard Compactor	
	Present 2021 Monthly Rate	\$1,691.12
	<b>Calculated Maximum 2023 Rate</b>	<b>\$1,753.01</b>
	\$/Month Change	\$61.89
	Solid Waste Compactor Rate Per Yard	
	Present 2021 Monthly Rate	\$130.11
	<b>Calculated Maximum 2023 Rate</b>	<b>\$134.87</b>
	\$/Month Change	\$4.76

## 4.8 Rates for Additional Services (Attachment Q)

Recology also provides a number of services that are not considered “regularly scheduled” services and these particular services are not included as a part of the Attachment L rates discussed above. These services are considered “Additional Services” (i.e., Schedule Q) and as discussed in Section 2, they are adjusted using a cost index for general inflation.

The Maximum Rate set forth in Attachment Q is adjusted annually by multiplying the then effective April CPI-U General for the year in which rates are set and divided by the April CPI-U from the year prior to the year in which rates are set. For example, the April CPI-U-General is 324.878 for 2022 and the April CPI-U-General for 2021 is 309.419. Therefore, each Maximum Rate is multiplied by the April CPI-U-General for 2022 and divided by the April CPI-U-General for 2021. This resulted in an overall rate increase of 5.00% ( $324.878 / 309.419$ ) for Attachment Q rates effective in 2023 for the additional services. Details of the Additional Service rates (Schedule Q) can be found in Technical Appendix B.

## 4.9 Summary

HDR reviewed the Recology rate calculation and concluded that the resulting maximum solid waste rates for both regularly scheduled services (Attachment L) and additional services (Attachment Q) for rate year 2023 were calculated in a manner which reflected the intent of the Agreement.



## 5.0 Summary of Solid Waste Rate Findings, Conclusions and Recommendations

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### 5.1 Introduction

This report has reviewed the calculated Maximum Rate as developed by Recology. HDR used a systematic process to review the base-year costs, along with the resulting maximum rates for regularly scheduled service.

### 5.2 Summary Findings, Conclusions and Recommendations

HDR has confirmed that the rate adjustment application and the accompanying maximum rate schedules submitted by Recology meet the requirements of the Agreement. On September 13, 2022, HDR will present the proposed 2023 rates for Schedule L of 3.66% and unscheduled services, Schedule Q, of 5.00% to the City Council.

### 5.3 Looking Ahead – Future Rate Adjustment to 2024

The 2024 rate adjustment will include CPI value adjustment components for the current year (2023 for rate year 2024) compared to the 2020 CPI value components and the adjusted 2021 target revenue. The multiplier will be based on the 2024 Total Target Revenue compared to the 2023 Total Target Revenue of \$8,773,496.

### 5.4 Summary

This completes the review conducted by HDR for the City of Belmont on the proposed 2023 Solid Waste rates. This report has met the City's requirement to conduct a due diligence on the proposed compensation to Recology and the resulting regularly scheduled and additional services solid waste rates.



# Technical Appendix A – Attachment L

## Regularly Scheduled Service

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The following table specifies Maximum Allowable Rates for Regularly Scheduled Services. These Maximum Rates shall be adjusted annually in accordance with Article 11. The following Attachment L rates are the proposed 2023 rates.

**Attachment L**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

<b>RESIDENTIAL CARTS</b>				
	<b>Cart Size (in Gallons)</b>			
	<b>20</b>	<b>32</b>	<b>64</b>	<b>96</b>
1 Pickup Per Week	\$36.22	\$43.21	\$85.06	\$127.59

Residential customers are billed based on their Garbage Cart size.  
The monthly rate above includes the following:

- One (1) Garbage Cart provided to customer
- Curbside Household Hazardous Waste Collection
- One (1) 64-Gallon Recycling Cart and (1) 96-Gallon Yard Waste Cart

**Attachment L**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

**COMMERCIAL CARTS**

		Cart Size (in Gallons)			
		20	32	64	96
# of Pickups Per Week	1	\$46.21	\$51.31	\$99.22	\$143.41
	2	95.06	105.63	200.21	293.76
	3	141.53	157.23	303.77	445.79
	4	194.31	215.89	408.45	603.02
	5	245.84	273.13	519.19	762.38
	6	307.60	341.77	632.69	959.67
	7	374.71	416.33	740.66	1,119.60

The monthly rate above includes the following:

- One (1) Garbage Cart
- Recycling Cart

**COMMERCIAL CARTS ORGANICS**

		Cart Size (in Gallons)		
		32	64	96
# of Pickups Per Week	1	\$35.94	\$69.47	\$100.39
	2	73.94	140.15	205.62
	3	110.06	212.63	312.05
	4	151.14	285.93	422.10
	5	191.20	363.44	533.66
	6	239.26	442.85	671.76
	7	291.45	518.46	783.72

**Note:** Organics containers are charged at seventy percent (70%) of the similar Garbage commercial cart rate above container size and service levels for Garbage, representing a thirty percent (30%) discount

**Attachment L**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

**COMMERCIAL BINS**

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	\$240.64	\$484.06	\$730.04	\$996.57	\$1,532.65
	2	489.93	976.06	1,468.88	2,010.36	3,108.45
	3	743.49	1,472.71	2,212.06	3,024.18	4,672.53
	4	1,000.01	1,972.97	2,957.46	4,049.52	6,223.29
	5	1,258.59	2,480.30	3,705.43	5,079.19	7,796.16
	6	1,570.78	2,928.14	4,498.23	6,151.58	9,424.87
	7	1,853.33	3,467.88	5,296.56	7,246.41	11,038.73

The monthly rate above includes the following:  
 One (1) Garbage Bin  
 Recycling container at customer's requested size

**COMMERCIAL BINS ORGANICS**

		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	\$168.46	\$338.85	\$511.02	\$697.60	\$1,072.86
	2	342.94	683.23	1,028.25	1,407.25	2,175.92
	3	520.43	1,030.90	1,548.45	2,116.92	3,270.75
	4	700.01	1,381.07	2,070.22	2,834.67	4,356.31
	5	881.02	1,736.18	2,593.79	3,555.42	5,457.32
	6	1,099.56	2,049.69	3,148.77	4,306.14	6,597.40
	7	1,297.34	2,427.52	3,707.59	5,072.49	7,727.11

**Note:** Organics containers are charged at seventy percent (70%) of the similar garbage container size above and service level for garbage, representing a thirty percent (30%) discount

**Attachment L**  
**Maximum Rate Schedule**  
**Effective January 1, 2023 to December 31, 2023**  
**Monthly Rate**

**GARBAGE COMPACTORS**

Commercial Waste 3 Yard Compactor	\$1,753.01
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Solid Waste Compactor Rate Per Yard	\$134.87
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The monthly fee above includes the following:

Recycling container at customer's requested size



## Technical Appendix B – Attachment Q Additional Services

The following table specifies Maximum Allowable Rates for Additional Services. These Maximum Rates shall be adjusted annually in accordance with Article 11. The following Attachment Q rates are the proposed 2023 rates.

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
1	Single-Family Dwelling Backyard Collection Service	Section 5.02.A	See Maximum Rate in the table at the end of this Attachment	See Maximum Rate in the table at the end of this Attachment
2	Long Distance Service for MFD, Mixed Use, and Commercial Accounts (Note: only applicable to Containers with wheels)	Section 5.02.B, 5.02.C; 8.02 B	A - No more than 10% of base monthly Maximum Rate of the Collection Rate for each Container requiring Long Distance Service B - 25% of base monthly Rate of the Collection Rate for each Container requiring Long Distance Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
3	Container Relocation Service	Section 5.02.B and 8.02.B	A - 12% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service B - 27% of base monthly Rate of the Collection Rate for each Container requiring Container Relocation Service	A - Distance greater than 50 feet and less than or equal to 100 feet B - Distance greater than 100 feet Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Container, if there is no curb.
4	On-Call, Pick-up for SFD, MFD, Mixed Use, and Commercial Customers	Section 5.02.A, 5.02.B, and 5.02.C	25% of the base monthly Rate for the size of Container Collected once per week.	Per Collection event per Container for Collection requested by Customer

**Schedule Q**  
**Additional Services (Continued)**

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
5	Return Trip (SFD, MFD, Mixed Use, or Commercial)	Sections 5.02.A, B, C; 5.03.A, B, C; 5.04.A, B, C	\$19.35 for SFD \$19.35 for Commercial, Mixed Use, and MFD	Per Collection event (i.e. request to return and provide Collection service after the Customer failed to properly set out their Container(s) for regularly scheduled Collection)
6	Additional Targeted Recyclable Materials or Organic Materials Cart Service for SFD	Sections 5.03.A and 5.04.A	\$1.27 per Recycling Cart \$3.85 per Organic Materials Cart	Per Cart month (any Cart size). Six month minimum charge required. Includes one-time Cart delivery upon start of service and removal of Cart when service is discontinued by Customer.
7	Additional On-Call Bulky Item Collection	Sections 5.05, 5.06	\$105.20	Per Bulky Item Collection event (in addition to the events provided at no charge to Customer pursuant to Section 5.12)
8	Collect Contaminated Targeted Recyclable Materials or Organic Materials Container	Section 6.03.A and 8.02.F	25% of base monthly Solid Waste Rate for the size of Container Collected once per week plus Return Trip Fee if applicable	Per Collection event for Container with Contamination Level greater than the maximum level pursuant to Table 1 in Section 6.02.B
9	Lock Service (Key Service)	Section 8.02.B	A - \$10.96 per usage B - \$12.25 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	\$21.93 per lock	Per lock

**Schedule Q  
Additional Services (Continued)**

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
11	Overage Service	Section 8.02.G	100% of the base monthly Solid Waste Collection Rate	Per Collection event (after the first two events)
12	Overage Bags Cost	Section 8.02.G	50% of the base monthly Solid Waste Collection Rate or \$10.31 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - \$64.50 B - \$109.64	A - per Cart B - per Bin or Drop-Box Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
14	Dirty Cart Replacement (Exchange) Service	Section 8.05.D	A - \$83.85 B - \$96.74 C - \$109.64	A - per 32 gallon Cart B - per 64 gallon Cart C - per 96 gallon Cart Charge only applies to cleaning or Container exchange in addition to the service to be provided at no charge to the Customer pursuant to Section 8.05.D.
15	Additional Confidential Document Destruction Service Event	Section 5.07	\$1,547.84	Per event

**Schedule Q**  
**Additional Services (Continued)**

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
16	Additional Compost Material Delivery	Section 5.11	A - \$161.22 per delivery B - \$322.47 per delivery	A - "one-way" only delivery by Contractor where Contractor delivers to and unloads compost at an Agency-approved location B- "Round-trip" delivery by Contractor where Contractor delivers compost in a Drop Box to an Agency-approved location and returns at a later time or date to pick up the Drop Box and any remaining compost (charge includes the delivery of and later pick-up of the Drop Box)
17	Community Drop-Off Events	Section 5.13	\$26,313.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.
No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
18	Collection for Agency-Sponsored and Non-Agency sponsored Community Events	Section 5.08	A - \$3,869.62 B - \$6,449.37 C - \$9,674.07	A - One day event with a projected 2,500 or fewer attendees B - One (1) or two (2) day events with a projected 2,501 to 7,500 attendees per day C - One (1) or two (2) day events with a projected 7,501 to 10,000 attendees per day.

**Schedule Q  
Additional Services (Continued)**

<b>Backyard Collection Service Charge for Single Family Dwellings (Section 5.02.A)</b>				
<b>Distance from Curb**</b>	<b>One (1) Solid Waste Cart</b>	<b>Two (2) Solid Waste Carts</b>	<b>Three (3) Solid Waste Carts</b>	<b>Four (4) Solid Waste Carts</b>
Distance <= 50 feet	\$23.20	\$37.03	\$74.10	\$111.13
50 < Distance <= 100 feet	27.09	40.92	77.96	115.02
100 < Distance <= 150 feet	30.94	44.78	81.81	118.88
150 < Distance <= 200 feet	34.83	48.66	85.69	122.76
200 < Distance <= 250 feet	38.69	52.52	89.58	126.63
250 < Distance <= 300 feet	42.57	56.39	93.44	130.48
300 < Distance <= 350 feet	46.44	60.25	97.32	134.35
Each additional 50 foot increment over 350 feet	Amount equal the difference between the Charge for 250 to 300 feet and 300 to 350 feet			
<p>* Backyard Collection Service Charges are charges added to the base monthly Rate for Single-Family Collection service, and cover the provision of Backyard Collection Service for all Customer's Solid Waste, Recyclable Materials, and Organic Materials Carts.</p>				
<p>** Distance shall be measured from the face of the curb, or from the edge of the roadway nearest the closest edge of the Cart, if there is no curb.</p>				