City Council
Meeting Agenda

Tuesday, November 25, 2025

City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California
Teleconference (Julia Mates)
Cafe Bene
1555 Sepulveda Boulevard
Torrance, CA 90501

General order of Business	City Council
1. CALL TO ORDER 2. ITEMS BEFORE 7:00 PM (none) 3. PLEDGE OF ALLEGIANCE 4. REPORT FROM CLOSED SESSION (none) 5. SPECIAL PRESENTATIONS 6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA 7. COUNCILMEMBER ANNOUNCEMENTS 8. CONSENT BUSINESS 9. PUBLIC HEARINGS 10. GENERAL BUSINESS 11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF 12. MATTERS OF INTEREST/CLARIFICATION 13. ADJOURNMENT	Julia Mates, Mayor Robin Pang-Maganaris, Vice Mayor Gina Latimerlo, Councilmember Tom McCune, Councilmember Cathy Jordan, Councilmember **Staff** Afshin Oskoui, City Manager Scott Rennie, City Attorney Kathy Kleinbaum, Assistant City Manager Ken Stenquist, Police Chief Grace Castaneda, Finance Director Ann Ritzma, Interim Admin Services Director Carlos deMelo, Community Development Director Brigitte Shearer, Parks and Recreation Director Edric Kwan, Public Works Director Jozi Plut, City Clerk

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

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

PUBLIC COMMENT:

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

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

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

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

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

LEVINE ACT:

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

ACCESSIBILITY

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

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

City of Belmont

City Council Regular Meeting Agenda
November 25, 2025
City Council Chambers
City Hall, One Twin Pines Lane, Belmont, California
Teleconference (Julia Mates)
Cafe Bene
1555 Sepulveda Boulevard
Torrance, CA 90501

NOTICE REGARDING MEETING SCHEDULE

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

1. CALL TO ORDER

- Roll Call

2. ITEMS BEFORE 7:00 PM (none)

A. CLOSED SESSION

B. STUDY SESSION

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

C. SPECIAL SESSION/OTHER TOPICS

ITEMS STARTING AT 7:00 PM

3. PLEDGE OF ALLEGIANCE

4. REPORT FROM CLOSED SESSION (none)

5. SPECIAL PRESENTATIONS

A. Rethink Waste Poster Contest Recognition

B. Project Sentinel Fair Housing Update

Attachments:
Project Sentinel Agency Overview

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

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

7. COUNCILMEMBER ANNOUNCEMENTS

8. CONSENT BUSINESS

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

A. Approval of Minutes
Recommendation: Consider modifications and approve minutes.
Attachments:
October 28, 2025 Minutes

B. Monthly Financial Reports - August and September 2025
Recommendation: Motion to approve financial reports.
Attachments:
August COB Monthly Report
September COB Monthly Report

C. Periodic Strategic Plan Update (Q3 2025)
Recommendation: Receive an update to the City of Belmont Strategic Plan Initiatives.
Attachments:
Staff Report
Strategic Plan Dashboard

D. Axon Contract Renewal for Equipment Replacement and Technology Services
Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute a five-year agreement with Axon Enterprise Inc. not to exceed $476,403.87 for equipment replacement and technology services; and approve a budget appropriation in the amount of $47,164 for fiscal year 2025-26.
Attachments:
Staff Report
Resolution
Master Service Agreement
Quote 2026 - 2031

E. Belmont Village Bike and Pedestrian Project Design Amendment #2
Recommendation: Adopt a resolution authorizing the City Manager to negotiate and execute Amendment #2 to the contract with Parametrix, Inc. for additional design and project coordination services with the adjacent Linc Housing Development Project (hereinafter "Linc Project"). for an additional amount of $20,250, for a total contract cost to a not-to-exceed amount of $185,375.
Attachments:
Staff Report
Resolution
Exhibit

F. Motion Approving Award of Contract to BuildCorp, Inc. for an Amount not to Exceed $276,180, and Authorizing the City Manager to Execute a Contract for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638
Recommendation: It is recommended that the City Council award the contract to BuildCorp, Inc. for an amount not to exceed $276,180 and authorize the City Manager to execute a contract for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638.
Attachments:
Staff Report

G. Annual Report on Receipt and Use of Development Impact Fees, In-Lieu Fees, and

Linkage Fees for Fiscal Year 2024-25
Recommendation: Adopt a Resolution to make certain findings and accept the annual report on receipt and use of development impact fees, in-lieu fees, and linkage fees for the fiscal year ended June 30, 2025.
Attachments:
Staff Report
Resolution
Annual Report on Park Impact Fees (Fund 342) Fiscal Year Ending June 30, 2025it A
Public Improvement Project Expenditures Related to the Mitigation Fee Act and Quimby Act

9. PUBLIC HEARINGS

A. Local Amendments to 2025 California Building Standards Codes

Recommendation:

1. Conduct a Public Hearing; and,
2. Adopt a Resolution making express findings that modifications to the 2025 California Building, Plumbing, Residential and Wildland-Urban Interface Codes are reasonably necessary due to local conditions.
3. Sitting as the City Council, adopt an ordinance adopting the 2025 California Building, Plumbing, Mechanical, Electrical, Residential and Wildland-Urban Interface Codes by reference with local amendments, designating fire hazard severity zones, amending City Code administrative and enforcement provisions, and ratifying Fire Code amendments by San Mateo Consolidated Fire Department applicable in the city.
4. Sitting as the Board of Directors for the Belmont Fire Protection District, adopt an ordinance ratifying the 2025 Fire Code and Wildland-Urban Interface Code amendments by San Mateo Consolidated Fire Department applicable in the District's unincorporated areas and designating fire hazard severity zones.

Attachments:
Staff Report
Resolution
Adoption Ordinance
Fire Code Amendments

B. Revise Maximum Rates for Solid Waste Collection Services for Calendar Year 2026

Recommendation: Adopt a resolution revising the maximum rates that may be charged by Recology of San Mateo County for solid waste, recyclable materials, and organic materials collection services effective January 1, 2026.
Attachments:
Staff Report
Resolution
2025 Solid Waste Rates - 2026 Rates
Rate Application
HDR Draft Report
Proposition 218 Notice

C. Consider Text Amendments to the Belmont Zoning Ordinance Section 2 (Definitions), Section 4 (Residential), Section 5A (Corridor Mixed Use-CMU), Section 8 (Parking), Section 9.54 (Accessory Buildings), Section 10 (Procedures), Section 13 (Design Review), and Section 31 Village District (partial, Sec. 31.6 and 31.7 only).

Recommendation: 1) Conduct a Public Hearing; 2) Consider Planning Commission

recommendations; and 3) Introduce an Ordinance (First Reading) amending Belmont Zoning Ordinance Section 2 (Definitions), Section 4 (Residential), Section 5A (Corridor Mixed Use-CMU), Section 8 (Parking), Section 9.54 (Accessory Buildings), Sections 10 (Procedures), Section 13 (Design Review), and Section 31 (Village) with such amendments related to implementation of the certified Housing Element, development standards in the Corridor Mixed Use District, consolidation of parking requirements into one section of the Belmont Zoning Ordinance, and other updates to clarify zoning regulations and improve implementation.
Attachments:
Staff Report
Ordinance
Planning Commission Resolution NO. 2025-22
Planning Commission Approved Minutes, September 16, 2025
Lisa Wise Consulting Memo, dated September 5, 2025
Lisa Wise Consulting Alternative Scenario Graphics, dated November 12, 2025
Map of CMU Parcels Adjacent to R-1 Parcels

10. GENERAL BUSINESS

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

A. Charles Armstrong School – Project Introduction

Recommendation: Receive a presentation regarding the Charles Armstrong School Development Review Project. No action is required.
Attachments:
Staff Report
Map
Presentation

B. Report from Audit Committee and Measure I Committee for FY 2024-25

Recommendation: 1) The Audit Committee recommends the City Council receive the financial reports and recommendations of the City's independent auditor for the fiscal year ended June 30, 2025; and
2) Receive Annual Measure I Advisory Committee Report for the fiscal year ended June 30, 2025.
Attachments:
Staff Report
Financial Policies Memo
Measure I
ACFR
MOIC
Required Communication

C. Revised Master Employee Pay Schedule – November 2025

Recommendation: Adopt a resolution to amend the City's Master Employee Pay Schedule to ensure continued compliance with California Public Employees' Retirement System (CalPERS) requirements.
Attachments:
Staff Report
Resolution

Master Pay Schedule

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

B. **Verbal report from City Manager**

12. MATTERS OF INTEREST/CLARIFICATION

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

A. Formation of a City Council Ad Hoc Housing & Long-Range Planning Subcommittee

Recommendation: Discussion and Direction.

Attachments:

Memo

13. ADJOURNMENT

Project Sentinel

Resolving Housing Problems

Presented by
Arthur Tapia and Laura Diaz

OUR MISSION

To develop and promote fairness and equality of housing opportunity for all persons and to advocate the peaceful resolution of disputes for community welfare and harmony.

PROJECT SENTINEL

WHO WE ARE

Project Sentinel is a non-profit organization with almost a half-century of experience striving to achieve equality and fairness in housing opportunities for the people of Northern California.

We are the largest housing agency in Northern California, consistently funded by local jurisdictions and by the U.S. Department of Housing and Urban Development (HUD).

We proudly serve 34 communities and partner with local, state and federal agencies, community-based organizations, legal entities and homeless prevention networks.

We are very often the life-line, last option for desperate residents facing housing insecurity.

WHAT WE BELIEVE

Project Sentinel is a non-profit agency operating since 1976 and dedicated to helping people resolve their housing problems.

We believe that where people live will shape their lives and influence, if not determine, who their friends are, what type of education they receive, what their career path will be, how their physical and mental health will develop and whether they will achieve the American Dream of Home Ownership and the accumulation of wealth.

Fair Housing | Dispute Resolution| Homeownership

WHAT DO WE DO?

Project Sentinel

- Fair Housing/ Discrimination
- Landlord/Tenant Counseling & Dispute Resolution
- Housing Counseling Services

HOUSING DISCRIMINATION AND FAIR HOUSING PROTECTIONS

- Investigate complaints
- Conduct audits to test for discrimination
- Provide substantive education to both tenants and housing providers on fair housing protections
- Conciliation and mediation
- Conduct enforcement with state agencies and private counsel as partners to bring litigation

FAIR HOUSING SERVICES OFFERED

- Counseling on fair housing questions
- Investigation of discrimination
- Writing Reasonable Accommodation requests
- Negotiation
- Possible Legal Representation
- Community presentations
- Community outreach and education

DISPUTE RESOLUTION PROGRAMS

- Community outreach and education
- Counseling on the law and options
- Conciliations/mediations
- Court mediation in housing court, small claims and civil harassment
- Multi-lingual assistance
- Information and resource referrals

DISPUTE RESOLUTION PROGRAM:
TENANT-LANDLORD and HOUSING COUNSELING, CONCILIATION and MEDIATION

Typical housing disputes resolved by Project Sentinel:

- Eviction
- Habitability
- Privacy
- Mobile Home Parks
- Rent Increases
- Deposit Returns
- Neighbor to neighbor

MORTGAGE / FIRST-TIME HOMEBUYERS HOUSING COUNSELING SERVICES

- First Time Home Buyer Education
- Reverse Mortgage Counseling
- Foreclosure Prevention Counseling
- Financial and Credit Counseling
- Pre and Post Purchase Counseling

Classes meet HUD requirements for BMR program and Down Payment Assistance program participation

WHAT DISTINGUISHES PROJECT SENTINEL?

- We provide civil rights enforcement, and we conduct neutral dispute resolution
- We serve tenants, landlords and homeowners
- We focus on the underserved, the most marginalized, the hardest to reach
- We will educate the uninformed, help those in need and prosecute predators
- We partner with everyone: consumers, providers, advocates, government, and non-profit agencies

OUR QUEST TO SERVE

Seldom do we say we cannot help. There is usually something we can do. If the client asks for the impossible, we explain why we can’t meet their expectations, and if available, where they might find what they need. Every client is treated with the utmost respect, care, and supported however possible.

THANK YOU!

Arthur Tapia, Fair Housing Managing Attorney
atapia@housing.org

Laura Diaz, Fair Housing Community Outreach Coordinator
ldiaz@housing.org

Project Sentinel

https://www.housing.org/
(800) 339-6043

City of Belmont City Council Special Meeting Minutes
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

OCTOBER 28, 2025

1. CALL TO ORDER 5:50 PM

Roll Call
COUNCILMEMBERS PRESENT: Jordan, McCune, Pang-Maganaris, Latimerlo, Mates,
COUNCILMEMBERS ABSENT: None
PLANNING COMMISSIONERS PRESENT: Twigg, Majeski, Adamkewicz, Jadallah
PLANNING COMMISSIONERS ABSENT: Kramer, Kulich

2. ITEMS BEFORE 7:00 PM

A. CLOSED SESSION (none)

B. STUDY SESSION - Joint Meeting with Planning Commission (5:45 PM Start)

i. Housing Law Update
Dane Hutchings and Dan Carrig, CPPG, provided an update on State housing laws and their implications for the City of Belmont.

Barbara Kautz, Goldfarb Lipman, provided an overview of California Housing Laws

Council and Planning member discussion ensued. This was an informational item not action was taken.

ADJOURNED: 7:00 PM

C. SPECIAL SESSION/OTHER TOPICS (none)

ITEMS STARTING AT 7:00 PM

3. PLEDGE OF ALLEGIANCE
Led by Mayor Mates.

4. REPORT FROM CLOSED SESSION (none)

5. SPECIAL PRESENTATIONS

A. Recognition of Belmont Softball 10U & 12U Outstanding 2025 Season
Rescheduled.

B. San Mateo County Library Annual Report Presentation
Belmont Library Manager Lu provided the report.

6. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA
Guiliano Carlini commented on protected bike lanes.

7. COUNCILMEMBER ANNOUNCEMENTS
Councilmembers provided updates on upcoming events and items of interest to the community.

8. CONSENT BUSINESS

A. Approval of Minutes October 14, 2025

B. Approval of Monthly Financials July 2025

C. Resolution 2025-66 to 1) approve plans and specs, 2) authorize the City Manager to execute a contract to Zone 4 Construction, Inc. for $550,430 for renovation of restrooms in the Twin Pines Senior Center, Twin Pines Lodge, and Belmont Sports Complex, City Contract Number 2025-643, and 3) approve a budget appropriation in FY 2025-26 in the amount of $413,858 to complete all three renovation locations during this fiscal year

D. Resolution 2025-67 approving Parking and Traffic Safety Committee (PTSC) recommendations for safety improvements at Middle Road and Hainline Drive, Lassen Drive, and Old County Road near Sterling View Avenue

Public comment on item D provided by Giuliano Carlini and Max Mautner.

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

9. PUBLIC HEARINGS

A. Appeal of Planning Commission Approval of Application No. 2023-0032 for By-Right Processing of Design Review, Grading Plan, Tree Removal Permit, Affordable Housing Plan, Transportation Demand Management Plan, and State Density Bonus for 500-580 Masonic Way

Community Development Deputy Director Russell provided a summary of the 140 residential dwelling units including 25 affordable units project. She also gave a background on the actions taken by the Planning Commission, staff and the regulations of State, local and City regulations determining the process.

Council discussion ensued.

Don Peterson, Parmetheus Real Estate Group, and Alan Jones, architect, provided the applicant project presentation.

Council discussion ensued.

Appellant Doug Rickett and Attorney Mark Wolf provided the appellant remarks emphasizing active use.

Further Council discussion ensued.

Mayor Mates opened the public hearing.

The following individuals provided comments: Sven Edlund, Alison ten Cate, Giuliano Carlini, Mike Levers, Sandra Sanvita, Michael Craig

Mayor Mates closed the public hearing.

Appellant and applicant provided closing remarks.

Council deliberation continued. City Attorney Rennie advised that the project is a by-right project, and that the Council's action constitutes an administrative determination. He further stated that the Council is required to comply with state law, including the Housing Accountability Act, and clarified that the issues raised in the appeal cannot be reconsidered if they were not identified in the project's compliance letter—which, in this case, they were not. As such, under the Housing Accountability Act, these matters cannot be revisited.

ACTION: On a motion made by Councilmember Pang-Maganaris and seconded by Councilmember McCune **Resolution 2025-68** approving the requested by right entitlements for 500-580 Masonic Way: Design Review, Grading Plan, Tree Permit, Affordable Housing Plan, Density Bonus, Transportation Demand Management Program, and State Density Bonus was unanimously approved by a roll call vote. (5-0).

RECESS 9:35 PM
RECONVENE 9:43 PM

10. GENERAL BUSINESS

A. 1301 Shoreway Development Agreement Terms

Assistant City Manager Kleinbaum provided an overview of the proposed Development Agreement terms under negotiation for the 1301 Shoreway commercial development project.

Public Comment provided by Guiliano Carlini, Scott Biel, John Medina.

Council discussion ensued. Council concurred with the proposed terms including, Community Center reconstruction, Public infrastructure (stormwater, roadways, transportation, etc.), Public recreation opportunities (parks and plazas, access to fields, courts, etc.), Funding for ongoing City services and operations and Affordable childcare.

B. Local Amendments to 2025 California Building Standards Codes

Building Official Francesconi provided an overview of the amendments.
No public comment received.

ACTION: On a motion made by Vice Mayor Pang-Maganaris and Seconded by Council Latimerlo (1) Sitting as the City Council, introduced an ordinance adopting the 2025 California Building, Plumbing, Mechanical, Electrical, Residential and Wildland-Urban Interface Codes by reference with local amendments, designating fire hazard severity zones, amending City Code administrative and enforcement provisions, and ratifying Fire Code amendments by San Mateo Consolidated Fire Department applicable in the city.

(2) Sitting as the Board of Directors for the Belmont Fire Protection District, introduced an ordinance ratifying the 2025 Fire Code and Wildland-Urban Interface Code amendments by San Mateo Consolidated Fire Department applicable in the District's unincorporated areas and designating fire hazard severity zones and set a public hearing for November 25, 2025 was approved by a roll call vote (5-0).

C. City-Owned Property Disposition Update and Exempt Surplus Land Declaration

Assistant City Manager provided an update on staff's work related to the disposition of the three city-owned residential properties at 730 El Camino Real, 503 Crest View Ave, and 1000 O'Neill Ave (Emmett House) and declaring the vacant lot at 780 El Camino Real as Exempt Surplus Property under the Surplus Lands Act.

Council discussion ensued.

Public Comment provided by Andre Frisch, Sean Galvin, Caroline Witman, Carina Fields, Willian Pickel, Laura Bliss.

Council discussion ensued, and the Council concurred with continuing to preserve the Emmett House historic covenant at 1000 O'Neill Avenue as it pertains to the exterior features.

ACTION: On a motion made by Vice Mayor Pang-Maganaris and Seconded by Councilmember Jordan **Resolution 2025-69** declaring the vacant lot at 780 El Camino Real as Exempt Surplus Property under the Surplus Lands Act was approved by a roll call vote (5-0).

ACTION: Motion to extend meeting

D. Approval of Amendments to Employment Agreements for the City Manager and City Attorney

Administrative Services Director Ritzma provided a brief background on the employment review process for the City Attorney and City Manager.

No public comment received.

ACTION: On a motion made by Councilmember Latimerlo and seconded by Vice Mayor Pang-Maganaris **Resolutions 2028-70** Establishing Compensation For The City

Attorney And Authorizing The Mayor To Execute A Second Amendment To The City Attorney Employment Agreement and,

Resolution 2025-71 Establishing Compensation For The City Manage And Authorizing The Mayor To Execute A Second Amendment To The City Attorney Employment Agreement.

11. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

A. **Verbal report from Councilmembers on Intergovernmental (IGR) and Subcommittee Assignments**
Councilmembers presented on their assignments.

B. **Verbal report from City Manager**
Assistant City manager Kleinbaum invited the community to the annual BooBash. She announced that the 680 Ralston Project is on the preliminary tax credits list once approved the building permitting process will begin.

12. MATTERS OF INTEREST/CLARIFICATION

13. ADJOURNMENT at this being 10:46 pm

Submitted by,
Jozi Plut, City Clerk

Meeting video recorded

DRAFT

CITY OF BELMONT

FISCAL YEAR 2025-26

MONTHLY FINANCIAL REPORT - AUGUST 31, 2025

HIGHLIGHTS

PERFORMANCE AT A GLANCE REPORT

• General Fund balance increased compared to prior YTD

FUND RECAP AT A GLANCE REPORT

Notable Fund Balance Increase compared to prior YTD:

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

Notable Fund Balance Decrease compared to prior YTD:

• Affordable Housing Successor

BUDGET VARIANCE REPORT

• Management Discussion & Analysis
• Tax Trends

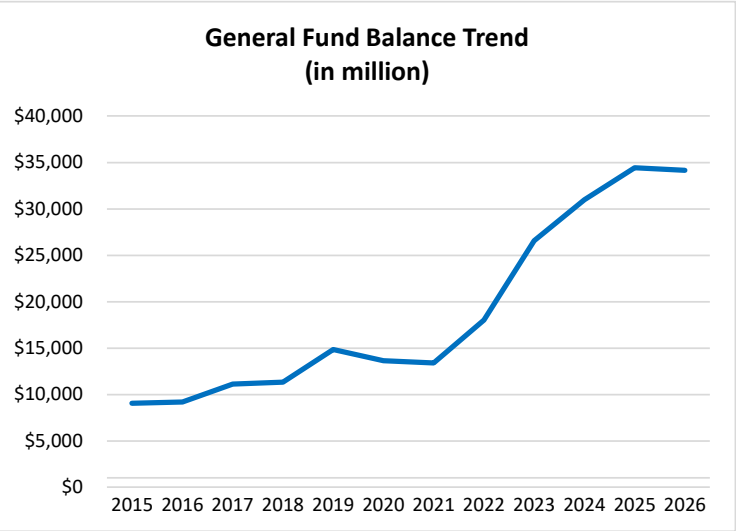
CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

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

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

CALIFORNIA BELMONT

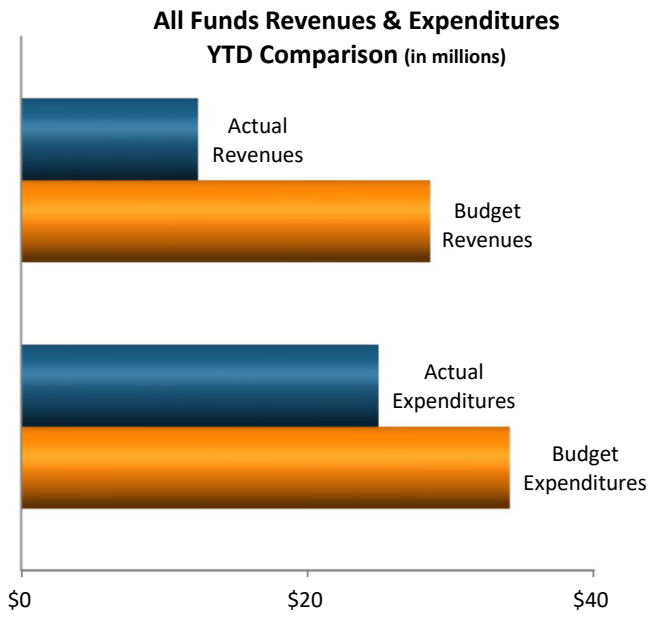
City of Belmont
Performance at a Glance
Results for the Period Ended August 31, 2025
(000's)

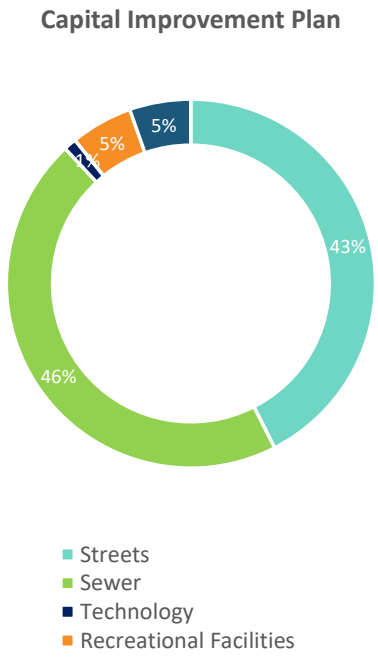


General Fund Balance Trends*

6/30/2015	2015	$9,049	Audited
6/30/2016	2016	$9,177	Audited
6/30/2017	2017	$11,128	Audited
6/30/2018	2018	$11,325	Audited
6/30/2019	2019	$14,846	Audited
6/30/2020	2020	$13,637	Audited
6/30/2021	2021	$13,398	Audited
6/30/2022	2022	$18,013	Audited
6/30/2023	2023	$26,586	Audited
6/30/2024	2024	$31,003	Audited
6/30/2025	2025	$34,416	Unaudited
8/31/2025	2026	$34,169	Unaudited

* excludes Measure I





General Fund

The General Fund balance is $32.2 million, a decrease of $0.2 million compared to the amount at the prior fiscal year end.

Fund Balance - YTD Fund Deficits

As shown on the Fund Recap at a Glance (page 3) Library Bond Debt Service Fund has deficits and is expected to be eliminated in a future period.

City of Belmont
Fund Recap at a Glance
Results for the Period Ended August 31, 2025
(000's)

Fund	Fund Name	UnAudited Fund Balance 06/30/25 (1)	Revenues YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	Expenditures YTD Budget	YTD Actual (3)	Variance Under (Over)	%	PY YTD Actual	Unaudited Fund Balance 08/31/25 (1)+(2)-(3)	PY YTD Fund Balance 08/31/24
GENERAL FUND														
101	General	$34,416	$5,500	$3,731	($1,769)	68%	$3,744	$5,757	$3,978	$1,779	69%	$3,919	$ 34,169	30,828
102	Measure I	3,599	417	0	(417)	0%	0	1,166	0	1,166	0%	1,118	3,599	3,346
SPECIAL REVENUE FUNDS														
205	Recreation	609	703	319	(384)	45%	300	714	886	(172)	124%	830	42	(133)
206	Library Maintenance & Operation	211	108	0	(108)	0%	0	95	92	3	97%	64	119	713
207	Athletic Field Maintenance	446	31	35	4	113%	64	57	20	37	35%	19	461	436
208	City Tree	230	2	2	0	100%	1	8	6	2	75%	6	226	248
209	Senior Services Donation	105	2	0	(2)	0%	7	3	0	3	0%	0	105	103
210	Development Services	2,814	956	1,141	185	119%	910	1,094	845	249	77%	896	3,110	2,034
212	General Plan Maintenance	854	209	90	(119)	43%	80	300	115	185	38%	116	829	1,455
223	Belmont Fire Protection District	31,502	3,316	(66)	(3,382)	-2%	276	2,535	5,168	(2,633)	204%	4,650	26,268	21,508
225	Police Grants and Donations	35	0	0	0	N/A	0	4	0	4	0%	0	35	35
227	Supplemental Law Enforcement	166	32	0	(32)	0%	0	36	33	3	92%	15	133	56
231	Street Maintenance	1,988	484	100	(384)	21%	168	508	504	4	99%	460	1,584	1,073
232	RMRA Street Project	798	126	71	(55)	56%	68	253	375	(122)	148%	(113)	494	679
233	Measure W	2,618	85	0	(85)	0%	0	492	0	492	0%	0	2,618	2,295
234	Street Improvements	3,210	186	83	(103)	45%	89	570	6	564	1%	84	3,287	2,940
237	Traffic Impact	511	38	5	(33)	13%	0	0	0	0	N/A	0	516	100
239	Public Art	438	8	110	102	1375%	0	43	0	43	0%	0	548	420
275	Affordable Housing Successor	4,034	111	5	(106)	5%	13	327	30	297	9%	51	4,009	6,019
277	Inclusionary Housing	3,541	7	0	(7)	0%	0	0	0	0	N/A	0	3,541	3,254
	Total Special Revenue	54,111	6,404	1,895	(4,509)	30%	1,976	7,039	8,080	(1,041)	115%	7,078	47,926	43,234
CAPITAL PROJECT FUNDS														
308	General Facilities	581	4	0	(4)	0%	0	101	30	71	30%	0	551	621
310	Infrastructure	2,383	15	0	(15)	0%	0	412	1	411	0%	(172)	2,382	2,462
312	Comcast PEG Program	364	11	0	(11)	0%	0	8	0	8	0%	0	364	421
341	Planned Park	482	71	0	(71)	0%	0	116	0	116	0%	1	482	1,083
342	Park Impact	1,083	10	9	(1)	90%	0	182	0	182	0%	0	1,092	680
343	Open Space	54	1	0	(1)	0%	0	18	0	18	0%	53	54	51
399	Capital Improvement Projects	2,705	8,931	993	(7,938)	11%	842	9,608	710	8,898	7%	1,324	2,988	2,810
704	Special Assessment Districts	341	2	0	(2)	0%	0	0	0		N/A	0	341	328
	Total Capital Projects	7,995	9,045	1,002	(8,043)	11%	842	10,445	741	9,704	7%	1,206	8,256	8,457
DEBT SERVICE & OTHER FUNDS														
406	Library Bond Debt Service	346	119	0	(119)	0%	0	163	553	(390)	339%	548	(207)	(228)
501-505	Sewer Collection System	48,625	3,872	2,865	(1,007)	74%	5,876	5,805	5,786	19	100%	8,345	45,704	37,839
507	Sewer Treatment	30,304	581	0	(581)	0%	0	719	1,785	(1,066)	248%	1,466	28,519	27,368
525	Storm Drainage Enterprise	879	353	62	(291)	18%	91	553	317	236	57%	109	624	1,387
530	Solid Waste Management	2,370	129	54	(75)	42%	54	108	71	37	66%	78	2,353	2,086
570	Worker's Compensation	1,940	182	198	16	109%	191	156	771	(615)	494%	749	1,367	1,279
571	Liability Insurance	3,233	190	873	683	459%	133	240	651	(411)	271%	651	3,455	2,807
573	Fleet & Equipment Management	9,239	969	921	(48)	95%	818	1,087	899	188	83%	871	9,261	8,188
574	Facilities Management	925	538	529	(9)	98%	519	596	602	(6)	101%	610	852	275
575	Benefit Prefunding	1,627	267	221	(46)	83%	220	301	721	(420)	240%	140	1,127	1,392
	Total Debt & Other	99,489	7,200	5,723	(1,477)	79%	7,902	9,728	12,156	(2,928)	125%	13,567	93,056	82,393
	Total All Funds	**$199,609**	**$28,566**	**$12,351**	**($16,215)**	**43%**	**$14,464**	**$34,135**	**$24,955**	**$8,680**	**73%**	**$26,888**	**$187,005**	**$168,259**

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 as

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

City of Belmont
Budget Variance Report
General Fund / All Other Funds
Results for the Period Ended August 31, 2025
(000's)

	General Fund							All Other Funds						
	Year to Date (YTD)					Annual	PY YTD	Year to Date (YTD)					Annual	PY YTD
	Budget	Actual	Variance	%		Budget	Actual	Budget	Actual	Variance	%		Budget	Actual
REVENUES														
Taxes	$3,896	$2,945	($951)	76%	a	$23,377	$2,498	$3,936	$103	($3,833)	3%	a	$23,618	$80
Licenses and permits	$205	$39	($166)	19%	b	$1,227	$162	398	586	188	147%		2,392	471
Intergovernmental	$70	$126	$56	180%		$420	$140	2,041	147	(1,894)	7%	f	12,245	166
Charge for services	$786	$580	($206)	74%	c	$4,714	$550	6,811	3,202	(3,609)	47%	g	40,869	2,875
Fines and forfeits	$19	$13	($6)	68%		$113	$8	-	-	-	N/A		-	-
Use of money and property	$322	$26	($296)	8%	d	$1,934	$387	1,075	(34)	(1,109)	-3%	d	6,447	376
Miscellaneous	$53	$2	($51)	4%		$321	$0	94	1,267	1,173	1348%		563	77
Transfers in	$149	$0	($149)	0%	e	$894	$0	8,712	3,347	(5,365)	38%	e	52,271	6,673
Total Revenues	**5,500**	**3,730**	**(1,770)**	**68%**		**33,000**	**3,745**	**23,067**	**8,619**	**(14,448)**	**37%**		**138,405**	**10,718**
EXPENDITURES														
General Government	$1,393	$1,091	(302)	78%		8,359	1,150	1,531	3,032	1,501	198%	h	9,188	2,452
Public Safety	$2,896	$2,463	(433)	85%		17,378	2,386	2,513	5,199	2,686	207%	i	15,078	4,700
Streets and Utilities	$0	$0	-	N/A		0	0	11,930	2,978	(8,952)	25%		71,583	3,856
Culture and Recreation	$517	$423	(94)	82%		3,105	383	1,873	1,648	(225)	88%		11,234	1,580
Urban Redevelopment	$0	$0	-	N/A		0	0	1,358	752	(606)	55%		8,147	809
Non Departmental	$0	$0	-	N/A		0	0	268	12	(256)	4%		1,610	13
Debt Service	$0	$0	-	N/A		0	0	994	4,012	3,018	404%	j	5,965	2,885
Transfers out	$950	$0	(950)	0%		5,700	0	7,911	3,347	(4,564)	42%		47,465	6,673
Total Expenditures	**5,756**	**3,977**	**(1,779)**	**69%**		**34,542**	**3,919**	**28,378**	**20,980**	**(7,398)**	**74%**		**170,270**	**22,968**
OVER/ (UNDER) EXPENDITURES	**($256)**	**($247)**				**($1,542)**	**($174)**	**($5,311)**	**($12,361)**				**($31,865)**	**($12,250)**

Management Discussion and Analysis

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

General Fund

Revenues

a) Taxes - The budget variance is primarily due to the timing of semi-annual property tax receipts received in December and April.

b) Licenses and Permits - The budget variance is primarily due to the Business License Tax Revenue. All businesses' licensing periods (i.e., the "tax period") have transitioned to January 1 to December 31 and majority of the revenues will be received at license renewal in December/January.

c) Charges for Services - The budget variance is primarily due to the 1st quarter Public Safety and Wildfire Prevention revenue, which will be received in September.

d) Use of Money and Property - The budget variance is primarily due to quarterly interest that won't get allocated until the end of the quarter in September.

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

Other Funds

Revenues

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

g) Charges for Services - The Sewer User Fee (Collection & Treatment) is included as part of the City's Property Tax bill to be received semi-annually, typically in December and April.

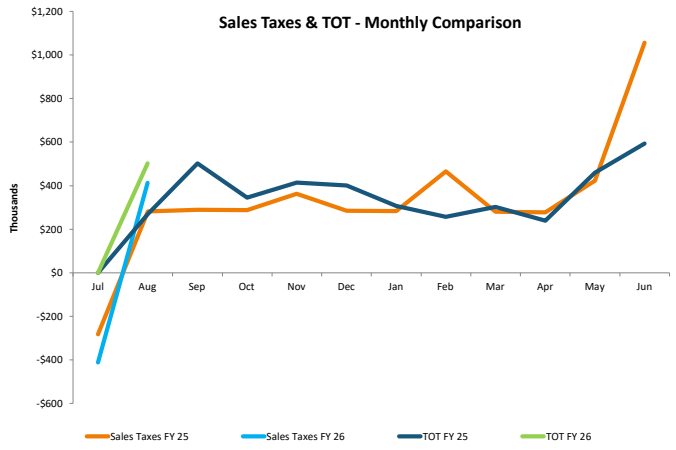
Expenditures

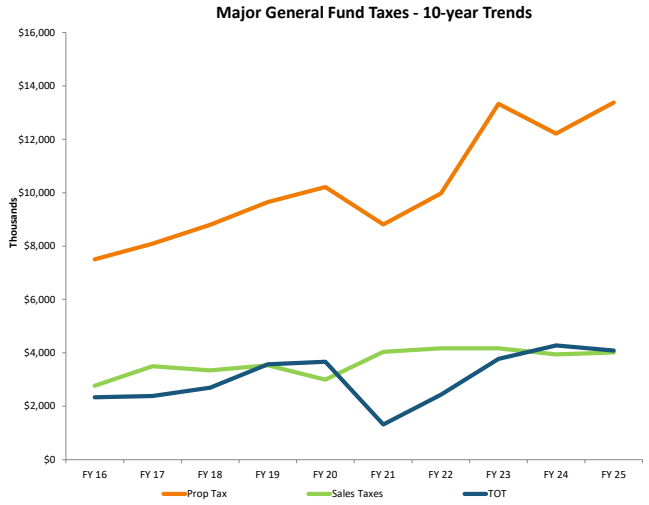
h) General Government - - The variance is due to annual insurance premiums, pension, and OPEB contributions were paid in July.

i) Public Safety - The first quarter payments of $2.1M to BSCFD and $2.6M to San Mateo Consolidated Fire Department and annual insurance premium were made in July/August.

j) Debt Service - Annual debt service on bonds were paid in July.

Trends





City of Belmont
Disbursements & Purchase Order Activity Report
Results for the Period Ended August 31, 2025

Disbursements Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
ADP TAX PPE 8/16/25	ADP TAX PPE 8/16/25	8/22/25	DAJ000009966	114,201.70
ADP Tax PPE 8/2/25	ADP Tax PPE 8/2/25	8/8/25	DAJ000009970	124,160.83
ADP WAGE PPE 8/16/25	ADP WAGE PPE 8/16/25	8/22/25	DAJ000009963	495,736.74
ADP WAGE PPE 8/2/25	ADP WAGE PPE 8/2/25	8/8/25	DAJ000009956	524,738.69
CALPERS	PERS UAL/ADP	8/5/25	DAJ000009881	500,000.00
CALPERS	COB CONTRIBUTION PPE 08/08/25	8/8/25	DAJ000009882	141,688.15
CALPERS	HEALTH PREMIUM-AUGUST	8/11/25	DAJ000009883	224,343.11
MISSIONSQUARE	DEF OMP ACCT#302442	8/11/25	DAJ000009911	54,102.00
MISSIONSQUARE	C125 ACCT#302442	8/25/25	DAJ000009891	54,253.30
MISSIONSQUARE	DEF COMP ACCT# 302442	8/25/25	DAJ000009914	54,253.30
MISSIOSQUARE	C125 ACCT#302442	8/11/25	DAJ000009888	54,102.00
PERS	COB CONTRIBUTION PPE 08/22/25	8/25/25	DAJ000009884	141,558.74
			Total Disbursements in Excess of $50,000	**$ 2,483,138.56**
			Total Count	**12**

Purchase Order Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
O'GRADY PAVING INC.	2025 PAVEMENT REHAB PRJ	8/4/25	26 00014	4,039,007.61
PAVEMENT ENGINEERING INC	2025 PAVEMENT REHAB PRJ-TO	8/26/25	26 00025	559,295.00
CSG CONSULTANTS, INC.	TO#2-BUILDING PLAN REVIEW	8/7/25	26 00021	420,000.00
			Total Purchase Orders Issued in Excess of $50,000	**$ 979,295.00**
			Total Count	**2**

CITY OF BELMONT
TREASURER'S REPORT
August 31, 2025

Agency Receipts and Disbursements Summary

	Beginning Balance July 31, 2025	Receipts	Disbursements	Ending Balance August 31, 2025
City of Belmont	$ 131,550,544.91	$ 6,411,105.45	$ (4,643,941.68)	$ 133,317,708.68
Belmont Fire Protection District	28,876,576.69	21,750.84	(2,626,417.13)	$ 26,271,910.40
Total	**$ 160,427,121.60**	**$ 6,432,856.29**	**$ (7,270,358.81)**	**$ 159,589,619.08**
				-

Balance Summary

	Deposit	Investments	Pool Total
City of Belmont & Belmont Fire Protection District	**$ 5,936,418.51**	**$ 153,653,200.57**	**$ 159,589,619.08**
			-

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

Respectfully Submitted,

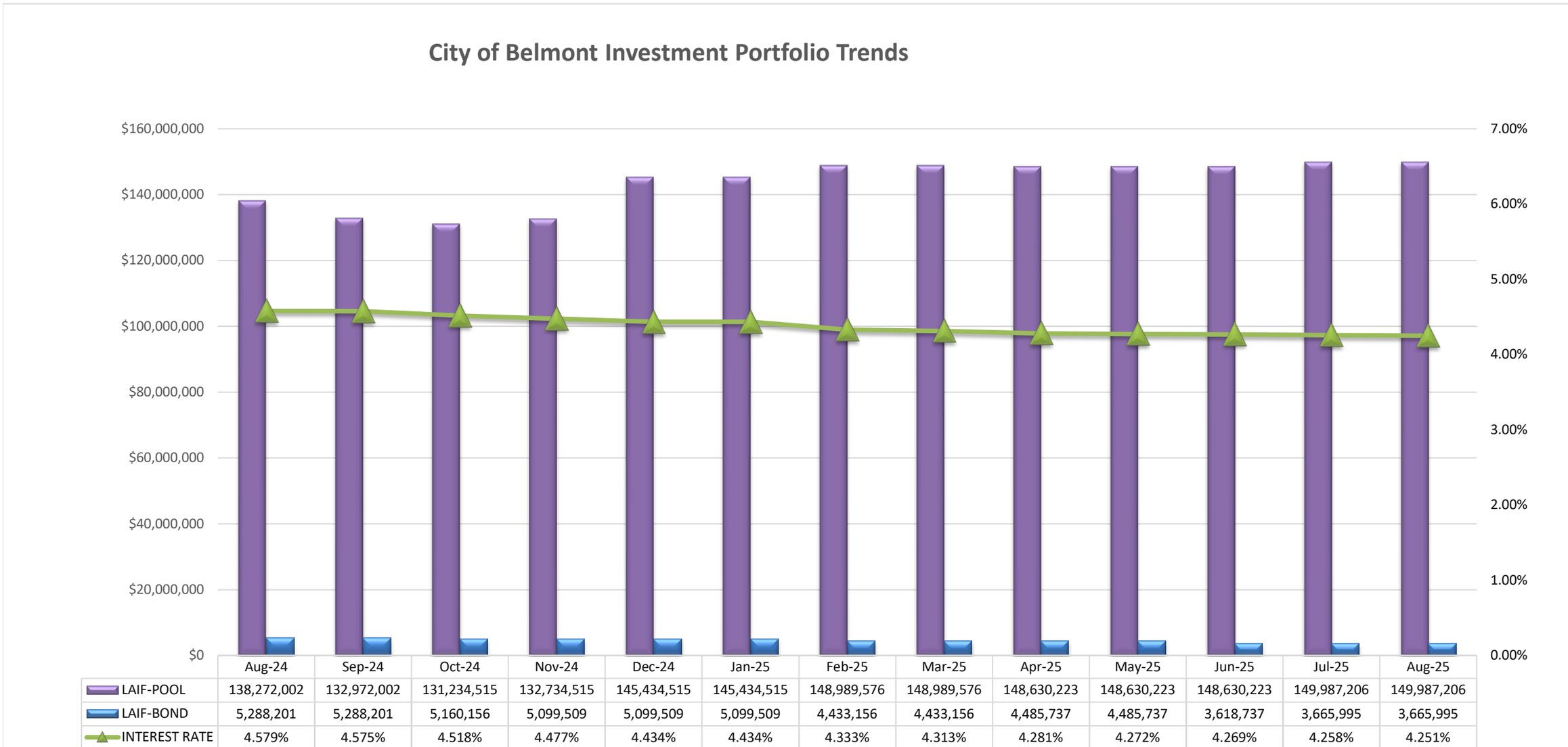
s/b Grace Castaneda

Grace Castaneda
City Treasurer

CITY OF BELMONT
TREASURER'S REPORT
August 31, 2025

Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest Total	Investment Period	Rate	Pricing Source	Manager
Deposit									
General Account	Wells Fargo		$ 5,936,418.51	$ 5,936,418.51				Bank	Bank
Investments:									
L.A.I.F.-POOL	State of California	Daily	149,987,205.50	150,166,936.67	531,329.68	90 days	4.251%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	3,665,995.07	3,670,388.07	12,986.79	90 days	4.251%	LAIF	LAIF
Total			**$ 159,589,619.08**	**$ 159,773,743.25**	**$ 544,316.46**				



	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25
LAIF-POOL	138,272,002	132,972,002	131,234,515	132,734,515	145,434,515	145,434,515	148,989,576	148,989,576	148,630,223	148,630,223	148,630,223	149,987,206	149,987,206
LAIF-BOND	5,288,201	5,288,201	5,160,156	5,099,509	5,099,509	5,099,509	4,433,156	4,433,156	4,485,737	4,485,737	3,618,737	3,665,995	3,665,995
INTEREST RATE	4.579%	4.575%	4.518%	4.477%	4.434%	4.434%	4.333%	4.313%	4.281%	4.272%	4.269%	4.258%	4.251%

CITY OF BELMONT

FISCAL YEAR 2025-26

MONTHLY FINANCIAL REPORT - SEPTEMBER 30, 2025

HIGHLIGHTS

PERFORMANCE AT A GLANCE REPORT

- General Fund balance increased compared to prior YTD

FUND RECAP AT A GLANCE REPORT

Notable Fund Balance Increase compared to prior YTD:

- General Fund
- Development Services
- Belmont Fire Protection District
- Capital Improvement Projects
- Sewer Collection System
- Sewer Treatment
- Fleet and Equipment Management

Notable Fund Balance Decrease compared to prior YTD:

- Affordable Housing Successor

BUDGET VARIANCE REPORT

- Management Discussion & Analysis
- Tax Trends

CASH DISBURSEMENTS & PURCHASE ORDER ACTIVITY REPORT

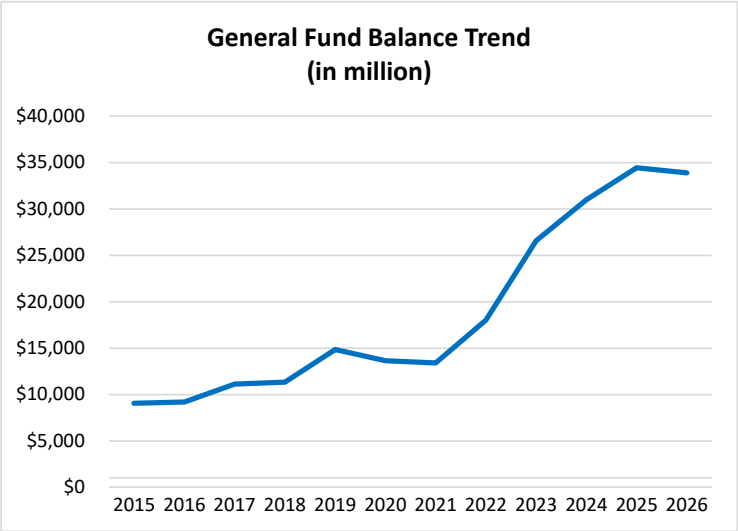
- Amounts equal to and above $50,000

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 or for additional information regarding the City's financial activities, including past award winning audited financial statements, transparency efforts and best practices please visit the City at www.belmont.gov.

CALIFORNIA BELMONT

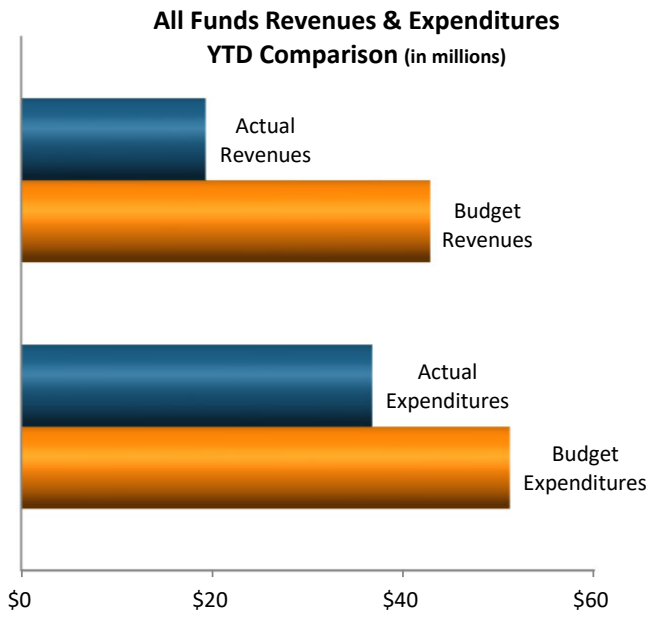
City of Belmont
Performance at a Glance
Results for the Period Ended September 30, 2025
(000's)

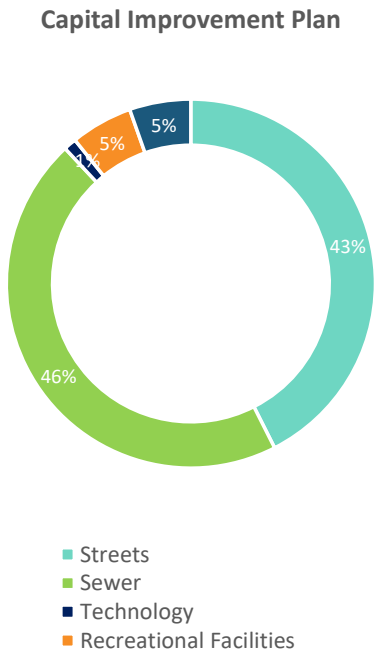


General Fund Balance Trends*

6/30/2015	2015	$9,049	Audited
6/30/2016	2016	$9,177	Audited
6/30/2017	2017	$11,128	Audited
6/30/2018	2018	$11,325	Audited
6/30/2019	2019	$14,846	Audited
6/30/2020	2020	$13,637	Audited
6/30/2021	2021	$13,398	Audited
6/30/2022	2022	$18,013	Audited
6/30/2023	2023	$26,586	Audited
6/30/2024	2024	$31,003	Audited
6/30/2025	2025	$34,416	Audited
9/30/2025	2026	$33,896	Unaudited

* excludes Measure I





General Fund

The General Fund balance is $33.9 million, a decrease of $0.5 million compared to the amount at the prior fiscal year end.

Fund Balance - YTD Fund Deficits

As shown on the Fund Recap at a Glance (page 3), the Library Bond Debt Service Fund and Recreation Fund have deficits and are expected to be eliminated in a future period.

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

Fund	Fund Name	Audited Fund Balance 06/30/25 (1)	Revenues YTD Budget	YTD Actual (2)	Variance (Under) Over	%	PY YTD Actual	Expenditures YTD Budget	YTD Actual (3)	Variance Under (Over)	%	PY YTD Actual	Unaudited Fund Balance 09/30/25 (1)+(2)-(3)	PY YTD Fund Balance 9/30/2024
GENERAL FUND														
101	General	34,416	8,250	5,507	(2,743)	67%	5,640	8,635	6,027	2,609	70%	5,963	**33,896**	30,679
102	Measure I	3,599	626	195	(431)	31%	213	1,749	56	1,693	3%	1,119	**3,739**	3,559
SPECIAL REVENUE FUNDS														
205	Recreation	609	1,055	504	(551)	48%	456	1,071	1,198	(127)	112%	1,093	**(85)**	(240)
206	Library Maintenance & Operation	211	162	1	(160)	1%	8	143	160	(17)	112%	102	**52**	683
207	Athletic Field Maintenance	446	47	47	0	100%	72	86	28	58	32%	43	**465**	420
208	City Tree	230	4	5	1	128%	4	12	9	4	72%	8	**226**	248
209	Senior Services Donation	105	3	4	0	108%	8	4	0	4	9%	0	**108**	104
210	Development Services	2,814	1,434	1,699	265	119%	1,425	1,640	1,338	302	82%	1,347	**3,176**	2,098
212	General Plan Maintenance	854	314	136	(178)	43%	126	450	192	257	43%	211	**799**	1,408
223	Belmont Fire Protection District	31,502	4,975	212	(4,763)	4%	541	3,803	8,282	(4,479)	218%	7,325	**23,432**	19,098
225	Police Grants and Donations	35	0	0	(0)	97%	1	6	0	6	0%	0	**35**	36
227	Supplemental Law Enforcement	166	48	1	(46)	3%	1	54	47	7	87%	22	**121**	50
231	Street Maintenance	1,988	727	212	(514)	29%	335	762	704	58	92%	654	**1,496**	1,046
232	RMRA Street Project	798	189	139	(50)	74%	135	380	569	(189)	150%	(91)	**368**	725
233	Measure W	2,618	128	59	(69)	46%	58	738	368	369	50%	0	**2,309**	2,353
234	Street Improvements	3,210	280	193	(87)	69%	206	855	9	846	1%	92	**3,393**	3,050
237	Traffic Impact	511	56	10	(47)	18%	1	0	0	0	N/A	0	**521**	101
239	Public Art	438	12	115	103	981%	4	65	0	65	0%	0	**553**	424
275	Affordable Housing Successor	4,034	166	39	(127)	24%	57	490	64	426	13%	87	**4,009**	6,026
277	Inclusionary Housing	3,541	11	11	1	106%	12	0	0	0	N/A	0	**3,552**	3,266
	Total Special Revenue	**54,111**	9,610	3,388	(6,221)	35%	3,452	10,559	12,968	(2,409)	123%	10,893	**44,531**	**40,894**
CAPITAL PROJECT FUNDS														
308	General Facilities	581	6	6	(0)	95%	6	151	56	95	37%	0	**530**	627
310	Infrastructure	2,383	23	25	2	108%	22	619	1	618	0%	(172)	**2,407**	2,485
312	Comcast PEG Program	364	16	4	(12)	23%	4	12	0	12	0%	0	**368**	425
341	Planned Park	482	107	5	(102)	5%	8	174	0	174	0%	1	**487**	1,091
342	Park Impact	1,083	15	20	5	134%	7	273	0	273	0%	0	**1,103**	687
343	Open Space	54	1	1	(0)	61%	1	28	0	28	0%	53	**55**	52
399	Capital Improvement Projects	2,705	13,396	2,573	(10,823)	19%	951	14,412	2,505	11,907	17%	3,740	**2,773**	503
704	Special Assessment Districts	341	3	3	0	104%	3	0	0		N/A	0	**345**	331
	Total Capital Projects	**7,995**	13,566	2,636	(10,931)	19%	1,003	15,668	2,562	13,106	16%	3,622	**8,068**	**6,201**
DEBT SERVICE & OTHER FUNDS														
406	Library Bond Debt Service	346	179	1	(178)	0%	3	245	554	(310)	227%	549	**(208)**	(225)
501-505	Sewer Collection System	48,625	5,808	3,435	(2,373)	59%	6,473	8,707	7,066	1,641	81%	8,921	**44,994**	37,859
507	Sewer Treatment	30,304	871	30	(841)	3%	50	1,078	2,699	(1,621)	250%	2,342	**27,636**	26,542
525	Storm Drainage Enterprise	879	529	116	(413)	22%	154	830	487	343	59%	252	**508**	1,308
530	Solid Waste Management	2,370	194	136	(58)	70%	134	162	119	43	73%	120	**2,387**	2,123
570	Worker's Compensation	1,940	273	286	14	105%	282	234	780	(546)	334%	754	**1,447**	1,365
571	Liability Insurance	3,233	285	992	708	349%	236	360	667	(307)	185%	666	**3,558**	2,894
573	Fleet & Equipment Management	9,239	1,454	1,466	12	101%	1,306	1,631	1,213	418	74%	1,315	**9,492**	8,232
574	Facilities Management	925	807	800	(6)	99%	782	893	768	125	86%	780	**957**	368
575	Benefit Prefunding	1,627	401	345	(55)	86%	344	451	809	(357)	179%	214	**1,164**	1,443
	Total Debt & Other	99,489	10,799	7,608	(3,191)	70%	9,766	14,592	15,162	(1,320)	104%	15,914	91,935	81,910
	Total All Funds	**$199,609**	**$42,851**	**$19,335**	**($23,517)**	**45%**	**$20,074**	**$51,203**	**$36,774**	**$13,679**	**72%**	**$37,510**	**$182,170**	**$163,244**

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.

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

	General Fund							All Other Funds						
	Year to Date (YTD)					Annual	PY YTD	Year to Date (YTD)					Annual	PY YTD
	Budget	Actual	Variance	%		Budget	Actual	Budget	Actual	Variance	%		Budget	Actual
REVENUES														
Taxes	5,844	3,676	(2,168)	63%	a	23,377	3,404	5,904	372	(5,532)	6%	a	23,617	370
Licenses and permits	307	58	(249)	19%	b	1,227	262	598	839	241	140%		2,392	824
Intergovernmental	105	144	39	137%		420	164	3,061	292	(2,769)	10%	d	12,244	321
Charge for services	1,178	1,176	(2)	100%		4,714	1,047	10,217	4,790	(5,428)	47%	e	40,870	4,270
Fines and forfeits	28	22	(6)	78%		113	18	-	-	-	N/A		-	-
Use of money and property	483	416	(68)	86%		1,934	740	1,612	1,358	(254)	84%	f	6,447	1,848
Miscellaneous	80	15	(65)	18%		321	5	141	1,281	1,140	909%		564	88
Transfers in	224	-	(224)	0%	c	894	-	13,068	4,896	(8,172)	37%	c	52,270	6,706
Total Revenues	**8,250**	**5,507**	**(2,743)**	**67%**		**33,000**	**5,640**	**34,601**	**13,828**	**(20,773)**	**40%**		**138,405**	**14,434**
EXPENDITURES														
General Government	2,090	1,677	(412)	80%		8,359	1,781	2,297	3,448	1,151	150%	g	9,188	2,918
Public Safety	4,345	3,688	(657)	85%		17,378	3,548	3,769	8,148	4,378	216%	h	15,078	7,383
Streets and Utilities	-	-	-	N/A		0	0	17,896	6,748	(11,148)	38%		71,583	8,210
Culture and Recreation	776	661	(115)	85%		3,105	634	2,809	2,247	(562)	80%		11,235	2,100
Urban Redevelopment	-	-	-	N/A		0	0	2,037	1,226	(811)	60%		8,147	1,260
Non Departmental	-	-	-	N/A		0	0	402	23	(380)	6%		1,610	85
Debt Service	-	-	-	N/A		0	0	1,491	4,012	2,521	269%	i	5,965	2,885
Transfers out	1,425	-	(1,425)	0%		5,700	0	11,866	4,896	(6,971)	41%		47,465	6,706
Total Expenditures	**8,635**	**6,027**	**(2,609)**	**70%**		**34,541**	**5,963**	**42,567**	**30,748**	**(11,820)**	**72%**		**170,270**	**31,547**
EXCESS OF REVENUES OVER/ (UNDER) EXPENDITURES	**($385)**	**($520)**				**($1,542)**	**($324)**	**($7,966)**	**($16,920)**				**($31,865)**	**($17,113)**

Management Discussion and Analysis

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

General Fund

Revenues

a) Taxes - The budget variance is primarily due to the timing of semi-annual property tax receipts received in December and April.

b) Licenses and Permits - The budget variance is primarily due to the Business License Tax Revenue. All businesses' licensing periods (i.e., the "tax period") have transitioned to January 1 to December 31 and the majority of the revenue will be received at license renewal in December/January.

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

Other Funds

Revenues

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

e) Charges for Services - The Sewer User Fee (Collection & Treatment) is included as part of the City's Property Tax bill to be received semi-annually, typically in December and April.

f) Use of Money and Property - The budget variance is primarily due a fair market value accounting adjustment made annually in July.

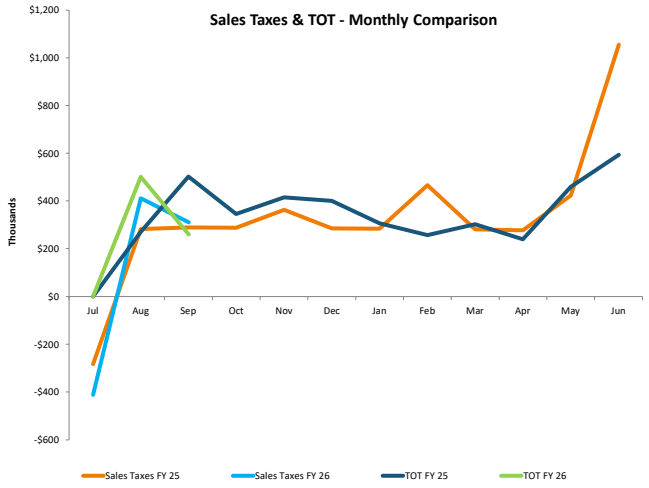
Expenditures

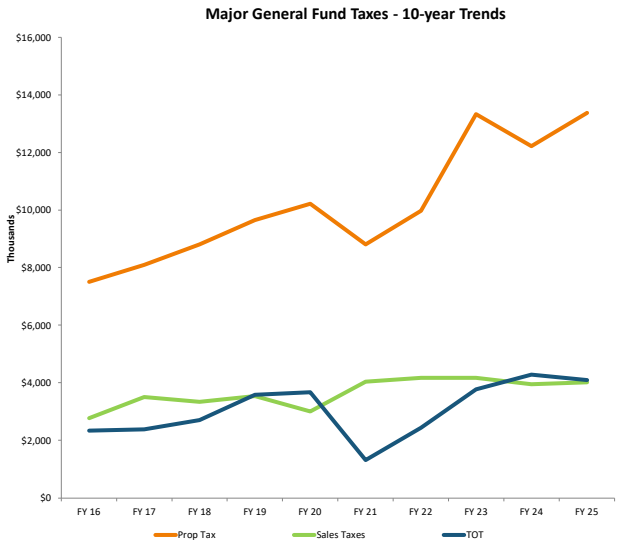
g) General Government - The variance is due to annual insurance premiums, pension, and OPEB contributions paid in July.

h) Public Safety - The annual BSCFD contribution of $2.1M was made in July, and the second quarter payment of $2.6M to San Mateo Consolidated Fire Department was made in September.

i) Debt Service - Annual debt service on bonds were paid in July.

Trends





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

Disbursements Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
CALPERS	COB CONTRIBUTIONS PPE 09/05/25	9/5/25	DAJ000009977	140,684.91
CALPERS	HEALTH PREMIUM-SEPTEMEBR	9/9/25	DAJ000009978	230,413.32
CALPERS	COB CONTRIBUTION PPE 09/19/25	9/19/25	DAJ000009979	141,979.42
MISSIONSQUARE	DEF COMP ACCT# 302442	9/8/25	DAJ000009985	54,693.21
MISSIONSQUARE	DEF COMP ACCT#302442	9/22/25	DAJ000009988	54,821.23
ADP WAGE PPE 08/30/25	ADP WAGE PPE 08/30/25	9/5/25	DAJ000010022	469,556.83
ADP TAX PPE 08/30/25	ADP TAX PPE 08/30/25	9/5/25	DAJ000010025	109,365.73
ADP WAGE PPE 09/13/25	ADP WAGE PPE 09/13/25	9/19/25	DAJ000010026	486,432.18
ADP TAX PPE 09/13/25	ADP TAX PPE 09/13/25	9/19/25	DAJ000010029	114,883.17
			Total Disbursements in Excess of $50,000	**$ 1,802,830.00**
			Total Count	**9**

Purchase Order Amounts Equal to $50,000 and Above

Vendor	Description	Date	No.	Amount
GEORGE HILLS COMPANY, INC.	CLAIMS ADJ & ADMIN SERVICE	9/9/25	23 00012	126,000.00
MNS ENGINEERS INC	CONSTRUCTION MNGMT SRVCS	9/2/25	26 00030	90,655.00
LSA ASSOCIATES, INC.	TO#2 2 DAVIS DR EIR & SERV	9/8/25	26 00035	144,496.00
WESTROCK ENGINEERING	SALSON TRAIL CULVERT PROJ	9/11/25	26 00037	501,598.00
ALLIANT INSURANCE SERVICES	INSURANCE BROKERAGE AND CORE REPLACEMENTS	9/15/25	26 00041	257,199.00
4LEAF INC	BUILDING INSPECTION SERVI	9/23/25	26 00043	240,898.64
GHIRARDELLI ASSOCIATES	ENTITLEMENT & PERMIT REVIE	9/24/25	26 00044	57,286.00
MNS ENGINEERS INC	O'NEILL AVE RR UNDERCROSS	9/24/25	26 00045	374,895.00
PAVEMENT ENGINEERING INC	2026 PAVEMENT REHAB PROJEC	**9/26/25**	26 00047	288,720.00
			Total Purchase Orders Issued in Excess of $50,000	**$ 2,081,747.64**
			Total Count	**9**

CITY OF BELMONT
TREASURER'S REPORT
September 30, 2025

Agency Receipts and Disbursements Summary

	Beginning Balance August 31, 2025	Receipts	Disbursements	Ending Balance September 30, 2025
City of Belmont	$ 133,317,708.68	$ 2,136,176.79	$ (6,198,110.75)	$ 129,255,774.72
Belmont Fire Protection District	26,271,910.40	227,879.51	(3,113,749.41)	$ 23,386,040.50
Total	**$ 159,589,619.08**	**$ 2,364,056.30**	**$ (9,311,860.16)**	**$ 152,641,815.22**
				-

Balance Summary

	Deposit	Investments	Pool Total
City of Belmont & Belmont Fire Protection District	**$ 474,614.65**	**$ 152,167,200.57**	**$ 152,641,815.22**
			-

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

Respectfully Submitted,

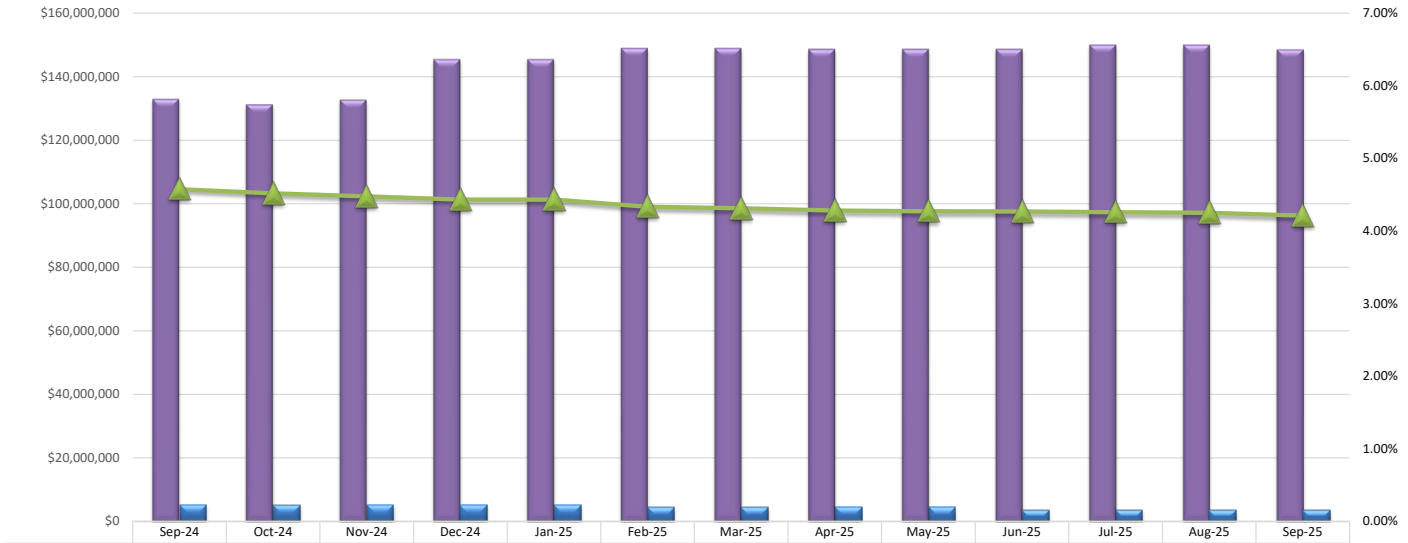
s/b Grace Castaneda

Grace Castaneda
City Treasurer

CITY OF BELMONT
TREASURER'S REPORT
September 30, 2025

Investment Detail

Investment Type	Issuer	Maturity Date	Par Amount	Current Market Value	Interest Total	Investment Period	Rate	Pricing Source	Manager
Deposit									
General Account	Wells Fargo		$ 474,614.65	$ 474,614.65				Bank	Bank
Investments:									
L.A.I.F.-POOL	State of California	Daily	148,501,205.50	148,787,750.60	521,239.23	90 days	4.212%	LAIF	LAIF
L.A.I.F.-BONDS	State of California	Daily	3,665,995.07	3,673,068.90	12,867.64	90 days	4.212%	LAIF	LAIF
Total			**$ 152,641,815.22**	**$ 152,935,434.16**	**$ 534,106.87**				



	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25
LAIF-POOL	132,972,002	131,234,515	132,734,515	145,434,515	145,434,515	148,989,576	148,989,576	148,630,223	148,630,223	148,630,223	149,987,206	149,987,206	148,501,206
LAIF-BOND	5,288,201	5,160,156	5,099,509	5,099,509	5,099,509	4,433,156	4,433,156	4,485,737	4,485,737	3,618,737	3,665,995	3,665,995	3,665,995
INTEREST RATE	4.575%	4.518%	4.477%	4.434%	4.434%	4.333%	4.313%	4.281%	4.272%	4.269%	4.258%	4.251%	4.212%

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Afshin Oskoui, City Manager, city_manager@belmont.gov, 650-595-7408
Agenda Title:	Periodic Strategic Plan Update (Q3 2025)
Agenda Action:	For Information Only

Recommendation
Receive an update to the City of Belmont Strategic Plan Initiatives.

Strategic Focus Area
Fiscal and Organizational Sustainability

Background
On March 6, 2025, the City Council and staff participated in Belmont's Annual Strategic Planning Workshop. This session served as the fifth follow-up to the Council's March 11, 2020 community visioning and strategic planning workshop, originally facilitated by a consulting firm focused on leadership and organizational performance. At the March 2025 workshop, the Council reviewed the updated five-year plan, assessed progress across all strategic focus areas, and reaffirmed or refined priorities that will guide organizational and community advancement through 2027.

The discussion highlighted several key themes, including organizational readiness, near- and long-term priorities, communication and collaboration practices, the City's BOLD (Bridging, Opportunity, Learning, Distinction) initiative, fiscal sustainability, climate adaptation and resiliency, housing and economic development, and public safety.

Implementation of the Strategic Plan was incorporated into the Fiscal Year 2025/26 Budget. Departments that support the various focus areas integrated Strategic Plan objectives into their annual work plans to ensure resources and staffing efforts align with the highest-priority outcomes. Staff intends for future updates to coincide with the annual budget process so that planned actions accurately reflect initiatives funded through the City's financial planning framework while providing periodic updates during the fiscal year. These initiatives continue to guide staff in advancing the Belmont Community Vision while reaffirming the core community values that remain central to the City's long-term success.

Analysis
This report provides the Council with an update on the City's progress toward implementing the Citywide Strategic Plan (2020-2027). It highlights activities, status of initiative projects across strategic focus areas, and identifies where additional direction may be beneficial as we continue to align resources, work plans and engagement efforts with the Council's priority outcomes.

A summary of project progress, as reflected in the Strategic Plan Dashboard (Attachment A, updated November 17, 2025), shows steady advancement across most focus areas, with many initiatives tracking on-target or completed. Areas such as pavement and street improvements, fiscal sustainability, and community space enhancements demonstrate notable progress, while others—particularly in multi-modal transportation, sewer and storm system upgrades, and certain parks and facilities initiatives—show a mix of on-target work and some delays that will require continued monitoring and adjustment. The dashboard provides a detailed breakdown of status by focus area and serves as a reference point for ongoing implementation and priority-setting.

Highlights & Selected Project Updates
Below are selected initiative updates across focus areas that warrant Council awareness.

A. Multi-Modal Transportation

- Transportation Master Plan: Awarded Caltrans funding; project scheduled to begin May 2026 with completion anticipated June 2028. Status marked as Delayed given the time to finalize funding and scope.
- Alameda de las Pulgas Corridor Plan: Design at 65%; funding complete ~50%. Ongoing coordination to secure remaining funding.

B. Pavement & Street Infrastructure

- 2025 Pavement Rehabilitation Project is currently underway; contract awarded below estimate; construction in progress.
- Five-Year Pavement Preservation Plan updated and delivered to Council.

C. Sewer & Storm Systems

- Sewer Master Plan complete; Storm Drain Master Plan ~95% complete, with finalization anticipated Fall/winter 2025. Funding strategy still pending.

D. Land Use, Housing & Economic Development

- Housing Element (2023-2031) adopted September 2024 and certified October 2024. Implementation underway.
- HIA Specific Plan proceeding (initiation Feb 2023); public outreach conducted in May-August 2025; plan adoption targeted 2026.

E. Fiscal & Organizational Development

- The General Fund reserve policy update completed in early 2025 with Council adoption.
- Workforce development, training and succession planning efforts remain active across multiple departments.
- Staff continues to monitor the City's long-term financial position, including revenue trends, labor cost impacts, and major capital obligations, to support sustainable planning and Council decision-making.
- Departments are actively integrating Strategic Plan priorities into their FY 2025-26 work programs to ensure resource alignment with the City's highest-value initiatives.
- Work is underway to evaluate the operational and fiscal impacts of recent state housing and land-use

legislation. This includes identifying process adjustments, staffing needs, and potential budgetary implications.

- The Finance and IT teams are advancing internal modernization efforts, including improvements to financial reporting, grant management, digital workflows, and procurement, to streamline operations and enhance transparency.
- Staff continues to assess opportunities to strengthen reserves, diversify revenue streams, and pursue competitive grant funding to support major infrastructure and community investment projects.
- Ongoing work on the Five-Year Forecast and mid-cycle budget review will help refine assumptions and identify key challenges and opportunities for future budget cycles.

F. Public Safety

- The Police Department is moving forward with modernizing core technology, including upgraded body-worn cameras, Tasers, and supporting systems to improve reliability and field operations.
- Emergency response readiness also remains a priority, with updates to communication tools and continued training to support coordinated responses during major weather and regional events.
- The Fire Department is advancing prevention and resiliency initiatives through vegetation management, preparedness outreach, and collaboration with partner agencies.

G. Quality of Life

- Quality of life initiatives continue to advance across parks, recreation, community services, and communications.
- Staff is moving forward with facility improvements, including restroom renovations at key community sites and ongoing work on the Community Center conceptual design refresh to better align with current and future community needs.
- Recreation programming remains active and well-utilized, with efforts underway to expand offerings, enhance accessibility, and improve user experience across facilities.
- Communications efforts continue to strengthen community engagement through timely updates, multilingual outreach, and expanded use of digital platforms and public events.
- Work also continues on enhancing public spaces, upgrading park and trail amenities, and supporting community gatherings that foster belonging and civic connection.

Together, these efforts reinforce Belmont's commitment to a vibrant, inclusive, and well-informed community.

Trends, Challenges & Adjustments

- Delay risks are evident in areas such as storm system funding, HIA Specific Plan adoption, and the Transportation Master Plan start. These stem mainly from external funding timelines, evolving state mandates, and resource capacity constraints.
- Cost escalation (labor/materials) continues to impact capital projects, requiring budget flexibility and periodic re-evaluation of scopes.
- Coordination demands remain high—both internally across departments and externally with regional, state, and funding partners.
- Success enablers include: early grant application efforts, phased project frameworks, strong Council-staff alignment, and robust community outreach informing design and policy.

Areas of Focus

- Finalize scope and begin procurement for the Transportation Master Plan (May 2026 start).
- Secure additional funding and finalize Storm Drain Master Plan implementation strategy.
- Advance HIA Specific Plan to draft stage, integrate community feedback, and begin CEQA.
- Monitor the five-year pavement program delivery and prepare for 2026 project bid/award.
- Continue workforce development and technology system upgrades as part of organizational strengthening.

As this update shows, the City continues to make steady progress across many of our Strategic Plan priorities, even as we navigate the complexities of evolving state mandates, infrastructure needs, and capacity constraints. These efforts reflect the dedication of staff who remain focused on problem solving, innovation, and maintaining forward momentum on projects that will shape Belmont's quality of life for decades to come. We appreciate the Council's continued leadership and partnership, which are essential to sustaining this progress and ensuring that our collective strategic vision for Belmont becomes a reality.

Alternatives

1. Take no action

Attachments

A. 2023 -2027 Strategic Plan Dashboard
B. Dashboard on the City's Website Strategic Plan | City of Belmont

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Priorities resulting from the Strategic Plan has and will be incorporated as part of the annual budget development process.

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

Citywide Strategic Plan (2020-2027)

CITY OF BELMONT

		Initiative Projects Status Overview			
		Completed	On Target	Delayed	Future Project
Infrastructure & Mobility	ENHANCE MULTI-MODAL TRANSPORTATION	33%	17%	50%	
	ADVANCE PAVEMENT & STREET IMPROVEMENTS	57%	43%		
	ADVANCE SEWER & STORM SYSTEM IMPROVEMENTS	17%	33%	50%	
	ADVANCE IMPROVEMENTS AT PARKS, ATHLETIC FIELDS, AND BUILDINGS		67%	33%	
	ADVANCE CLIMATE ACTION AND ADAPTATION GOALS		100%		
Economic Development & Housing	SUPPORT LOCAL ECONOMIC DEVELOPMENT STRATEGIES	33%	33%	33%	
	IMPLEMENT A BALANCED LAND USE VISION INCORPORATING ECONOMIC OPPORTUNITIES, HOUSING GOALS, AND PROGRAMS		100%		
Fiscal & Organizational Stability	ENSURE FISCAL AND REVENUE SUSTAINABILITY	29%	71%		
	STRENGTHEN ORGANIZATIONAL DEVELOPMENT		100%		
Public Safety	ENSURE SEAMLESS PUBLIC SAFETY SERVICES - POLICE AND FIRE		100%		
	STRENGTHEN EMERGENCY PREPAREDNESS		100%		
Quality of Life	IMPROVE PARKS & RECREATION FACILITIES AND PROGRAMS		100%		
	CREATE DIVERSE AND UNIQUE COMMUNITY SPACES	50%	50%		
	FOSTER MEANINGFUL COMMUNITY DIALOGUE	40%	60%		

*

Last Update 11/6/2025
Report Generated 11/17/2025

Q1 = Jul 1 - Sep 30
Q2 = Oct 1 - Dec 31
Q3 = Jan 1 - Mar 31
Q4 = Apr 1 - Jun 30

Citywide Strategic Plan (2020-2027)

STRATEGIC FOCUS AREAS	GOALS	OBJECTIVES	Initiative Projects	Project Start	Project End	Status	Date Last Updated	Lead Department	Notes
Infrastructure & Mobility	A transportation, facilities, and infrastructure system that maintains and improves our community to meet current and future demand and climate action goals.	ENHANCE MULTI-MODAL TRANSPORTATION	Construct Ralston Corridor Plan Phase 3	7/1/2020	9/29/2023	Completed	2/26/2024	Public Works	Ralston Phase 3 pedestrian improvements were completed in the 2022 and pavement/striping improvements in 2023.
			Complete Design Ralston Corridor Plan Phase 4	4/1/2024	12/31/2025	Delayed	11/6/2025	Public Works	The Ralston Corridor Segment 4 design (spanning from Alameda de las Pulgas to Highway 92) has secured $900,000 in funding and is anticipated to begin in late 2025. City staff are actively seeking additional grant funding to support the project's construction.
			Implement Alameda de las Pulgas Corridor Plan	7/1/2020	10/31/2026	Delayed	11/6/2025	Public Works	The design for the ADLP project between Ralston Avenue and Cranfield Avenue is approximately 65% complete. Currently, only 20% of the construction funding has been secured, and staff are actively seeking the remaining funds through grant applications.
			Continue to identify and address trends to inform traffic management approach and solutions through PTSC process (3Es) and Mobility/Capital Plans.	7/1/2020	6/30/2027	On Target	2/26/2024	Public Works	This initiative involves a coordinated effort between Public Works and PD to address community related requests, mobility and safety related operational improvements, enforcement, and educational efforts. Staff provides annual mobility updates to the City Council.
			Develop a Transportation Master Plan that addresses how significant new development, mobility, traffic congestion, and infrastructure can be managed for all modes of transportation.	7/1/2023	6/30/2026	Delayed	11/6/2025	Public Works	The City of Belmont's Transportation Master Plan project has been awarded Caltrans funding. The project is scheduled to begin in May 2026 and is expected to be completed by June 2028.
			Develop a residential Traffic Calming Policy, update Speed Cushion Policy, and update the Sidewalk Installation Policy	7/1/2023	7/9/2024	Completed	8/26/2024	Public Works	The residential traffic calming policy for City Council approval was developed. Staff presented to the BPAC in summer 2023 and received input from PTSC. It was revised based on input. Speed Cushion Policy was reviewed by PTSC fall of 2023. Traffic Calming Policy was adopted by City Council on 7/9/24. Sidewalk
		ADVANCE PAVEMENT & STREET IMPROVEMENTS	Continue maintaining and repairing the City's 140 lane miles of roads through the rolling 5-year community-wide street pavement maintenance program through the judicious use of funds while seeking additional funding opportunities.	7/1/2020	6/30/2028	On Target	8/7/2025	Public Works	The City is following the Five-year Pavement Plan and deliver improved roadway quality across the City. PW has successfully delivered the 2023 Pavement Project and 2024 Slurry Seal Project, is currently constructing the 2025 Pavement Rehab Project, and developing the 2026 Pavement Rehab Project.
			Update the 2024 Citywide Pavement Condition Assessment (PCI report)	2/1/2024	11/30/2024	Completed	8/7/2025	Public Works	The PCI Report was completed in early 2025. The survey showed that the City's overall PCI had risen to 71, up nearly 15 points from a decade before.
			Five-year Pavement Preservation Plan	7/1/2023	2/27/2024	Completed	8/26/2024	Public Works	Pavement Engineering Incorporated (PEI) has updated the 5-year Plan. A comprehensive list of streets to be improved between 2024-2028 was included and presented to the City Council on 2/27/24.
			Complete construction on the 2023 Pavement Reconstruction Project	7/1/2022	10/1/2024	Completed	8/7/2025	Public Works	The project constructed over two centerline miles of roadway throughout Belmont. The project was substantially completed in late 2024.
			Complete construction of the 2024 Slurry Seal Project	7/1/2023	9/30/2024	Completed	8/7/2025	Public Works	The project involved the surface seal of several centerline miles of roadway to extend useful life. It was completed in August 2024 for an amount less than the engineer's estimate and original contract value.
			Complete construction of the 2025 Pavement Rehabilitation Project	7/1/2023	9/1/2025	On Target	8/7/2025	Public Works	The project was put out to bid in spring 2025, the construction contract was awarded to O'Grady Paving Inc for an amount significantly less than the engineer's estimate. Construction is now underway with concrete work ongoing through August, and asphalt work to begin in early September.
			Complete construction of the 2026 Pavement Rehabilitation Project	7/1/2024	9/1/2026	On Target	8/7/2025	Public Works	Public Works is preparing to award the design contract to begin work on the plans for the 2026 Pavement Rehabilitation Project. The project will involve the heavy rehabilitation of over one centerline mile of roadway, and related concrete improvements.
		ADVANCE SEWER & STORM SYSTEM IMPROVEMENTS	Complete updates to Sewer and Stormwater Master Plans	6/30/2021	12/31/2024	Delayed	11/5/2025	Public Works	The Storm Drain Master Plan is 95% complete. The Sewer Master Plan has been completed and adopted. The storm MP includes financial feasibility and outreach components. Public outreach for Storm Property related fee is scheduled for 2026.
			North Road Pump Station & Force Main Rehabilitation Project, Reconstruct Hiller Pump Station	7/1/2020	12/30/2026	Delayed	11/5/2025	Public Works	North Rd PS and Force Main construction was completed in 2021. Hiller PS upgrades were completed in October 2025, pending delivery of the portable generator that is expected to arrive in March 2026.
			El Camino Capacity Improvement Project	10/1/2020	3/31/2021	Completed	8/26/2024	Public Works	Project included design and construction. The project has been completed.
			Develop point of sale sewer lateral inspection ordinance and other related sewer system policy updates	7/1/2023	7/1/2025	Delayed	11/5/2025	Public Works	Development of the draft point of sale ordinance is planned to start in 2026.
			Advance priority stormwater repair and climate resiliency priority projects and repairs (Partially Measure I funded).	7/1/2024	12/31/2026	On Target	11/5/2025	Public Works	Stormwater Master Plan CIP is nearly complete and a potential funding mechanism needs to be considered to move CIP and maintenance repairs forward for the storm drain system. City is waiting on comments from neighboring agencies (City of San Carlos PW and County of San Mateo PW) on the Plan.
			Belmont Creek Restoration & Detention Basin Projects	1/1/2020	6/1/2026	On Target	8/26/2024	Public Works	Creek Restoration work is underway and progressing to be completed this Fall 2025. The Detention Basin design is nearing completion, and staff is working on securing additional funding.

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Citywide Strategic Plan (2020-2027)

STRATEGIC FOCUS AREAS	GOALS	OBJECTIVES	Initiative Projects	Project Start	Project End	Status	Date Last Updated	Lead Department	Notes
Infrastructure & Mobility	A transportation, facilities, and infrastructure system that maintains and improves our community to meet current and future demand and climate action goals.	ADVANCE IMPROVEMENTS AT PARKS, ATHLETIC FIELDS, AND BUILDINGS	Continue progress with the Belmont Community Center facility replacement project	7/1/2020	11/1/2026	On Target	10/24/2025	Parks & Recreation	Completed your Voice, Your Belmont survey and outreach; Completed polling on city services and community center support level; Held community event at Barrett with Belmont Community Foundation; Consultant completed conceptual design refresh project and presented to council on October 14
			Examine the City's long-term facilities and infrastructure condition and needs	3/1/2023	7/1/2025	Delayed	10/24/2025	Parks & Recreation	Begin broader facilities assessments.- delayed due to resource constraints
			Continue progress in addressing Fire Station #15 funding and replacement needs.	7/1/2022	6/30/2027	On Target	2/6/2025	Com Dev/Fire/Finance	Capital funding is being put aside and site selection is dependent on a proposed development project or potentially evaluating the existing site for reconstruction
		ADVANCE CLIMATE ACTION AND ADAPTATION GOALS	Complete evaluation of the progress with 2017 Climate Action Plan and prepare an update to the plan	8/1/2024	10/30/2026	On Target	10/30/2025	City Manager	Climate Action Plan Update started in May 2025, updated GHG inventory and doing community outreach to develop new GHG mitigation measures. City received grant from PCE to fund EV charging at City facilities in June 2025. Work underway to evaluate bids and award contract.
			Continue with urban forestry, fire, and hazard mitigation projects	7/1/2022	6/30/2025	On Target	10/24/2025	Parks & Recreation	Completed grant-funded fuel reduction on emergency access roads in Waterdog Lake and San Juan Canyon; Completed extensive chipping program; Built wildfire safety webpage for education; Additional grant funded work is planned for 2026
			Complete the City's Safety Element Update	8/1/2023	6/30/2025	On Target	10/30/2025	ComDev	The Safety Element is being refreshed to address City's strong sustainability focus and provide local policies to address public safety, hazard assessments, and climate resiliency objectives. The document is being drafted and will undergo public hearings for adoption in late 2025/early 2026.
			Continue to address the City's fleet renewal plan to meet climate action goals	7/1/2020	6/30/2027	On Target	9/1/2023	Public Works	Continue with evaluation of alternatives to City's fleet needs and Conversion as part of routine equipment replacement program. Ensure the at light duty vehicles are converted by required state deadlines.
Economic Development & Housing	Local business and land use policies that promote economic development, vibrant mixed-use centers, and diversity of housing choices.	SUPPORT LOCAL ECONOMIC DEVELOPMENT STRATEGIES	Reevaluate the City's economic development plan which includes strategies and policies that increase the quality of life for residents	2/1/2024	12/31/2025	Delayed	10/30/2025	City Manager	Economic Development strategy to be reviewed as part of analysis of shifting market conditions for commercial development throughout Bay Area,
			Collaborate with community partners, including Chamber San Mateo County, SAMCEDA, government and educational institutions, and business community leaders to support economic development	8/1/2023	6/30/2027	On Target	10/30/2025	City Manager	Work is ongoing as led by the Assistant City Manager and Housing and Economic Development Manager.
			Revisit the scope and approach to commercial cannabis implementation	7/1/2023	4/4/2025	Completed	11/3/2025	ComDev/City Manager	Established Cannabis Overlay Zone and entitlement process (Nov. 2023). Two operators have been entitled (April 2025). Tenant improvements for both are approaching completion; one business is anticipated to open at end of Q4 2025; second business anticipated to open in early Q1 2026.
		IMPLEMENT A BALANCED LAND USE VISION INCORPORATING ECONOMIC OPPORTUNITIES, HOUSING GOALS, AND PROGRAMS	Ensure land use policies and practices support a diversity of housing choices, leverage existing affordable housing assets, and increase options for affordable housing	1/1/2024	1/1/2025	On Target	10/30/2025	ComDev	2023-2031 Housing Element (HE) adopted in September 2024 and certified by State in October 2024, Zoning Text Amendments adopted in January 2024. Work underway to implement Housing Element programs.
			Review the General Plan and zoning and ensure alignment with our housing & economic development plans/vision and evaluate Economic Activity Hubs	3/1/2023	1/1/2026	On Target	10/30/2025	ComDev	Work underway on zoning updates for the Regional Commercial and Commercial Mixed Use Corridor zones. HIA Specific Plan is also underway and is targeting completion in 2026.
			Engage in long range/advanced planning projects to facilitate TOD related housing, economic development, and establish a specific Plan Area for the Unincorporated Harbor Industrial Association (HIA)	10/1/2022	12/1/2026	On Target	10/30/2025	ComDev	Work underway on zoning updates for the Regional Commercial and Commercial Mixed Use Corridor zones. HIA Specific Plan is also underway and is targeting completion in 2026.
			Study and recommend changes related to Island Park Development and Regional Commercial Zoning Amendments	1/1/2023	6/30/2026	On Target	10/30/2025	ComDev	City Council reviewed draft framework for zoning in Spring 2025. Work underway to complete CEQA analysis of proposed zoning, adoption anticipated in 2026 following completion of CEQA analysis.
			Prepare and implement the 2023-2031 Housing Element in compliance with new housing laws.	1/1/2021	11/1/2024	On Target	10/30/2025	ComDev/City Manager	HCD deemed Housing Element substantially compliant on July 26, 2024. Housing Element readopted on September 10, 2024. HCD certified HE on October 10, 2024. Implementation underway.
			Coordinate multi-department/stakeholder team to address timely major development applications (e.g. CD, PW, CA, ED&H)	6/1/2023	6/1/2025	On Target	10/30/2025	ComDev/Public Works/City Manager	Continual enhancements underway to improve Development Review process. Weekly PW/CD meeting created to enhance timely coordination on major projects.

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Citywide Strategic Plan (2020-2027)

STRATEGIC FOCUS AREAS	GOALS	OBJECTIVES	Initiative Projects	Project Start	Project End	Status	Date Last Updated	Lead Department	Notes
Fiscal & Organizational Stability	Ensure financial stability, quality city services delivered through our employees, and investment in our organizational development.	ENSURE FISCAL AND REVENUE SUSTAINABILITY	Maximize and update existing sources of revenue and efficiencies, identify new revenue sources to maintain financial stability, conduct routine evaluation of city fees, and update as needed	7/1/2023	6/30/2027	On Target	2/6/2025	Finance	Contract executed in October 2025 to conduct review of comprehensive fee schedule to evaluate City-wide fees including ComDev and P&R fees to achieve appropriate cost recovery level.
			Prioritize implementation of economic opportunities initiatives such as new development related community benefits	2/1/2022	6/1/2025	On Target	10/30/2025	ComDev/City Manager	Study Session on Community Benefit Program Implementation held on Feb. 2025. Negotiations completed for 1301 Shoreway community benefit contribution using approved framework.
			Invest in systems and process to promote innovation, effectiveness, and financial stewardship	7/1/2024	6/30/2027	On Target	2/27/2024	Admin Services	Information Business System Analysts are working with each department to assess, improve and enhance the use of software and effectively utilize organization-wide systems as outlined in the IT Strategic Plan.
			Secure ongoing funding for sewer, storm, streets, facilities, and parks to address deferred maintenance and future capital needs along with a plan to support critical public services	7/1/2023	6/30/2027	On Target	2/6/2025	All departments as needed	Efforts are underway in the Sewer Master Plan to ensure sufficient funding for sewer and stormwater improvements. Conduct review of the sewer treatment facility charge that is a flat charge to ensure sufficient funding for sewer treatment improvements.
			Use Measure I/SB1 and leverage outside funding opportunities to advance infrastructure projects	7/1/2023	6/30/2027	On Target	2/6/2025	Finance/Public Works	Enhanced funding for streets and storm water infrastructure improvements gets incorporated in the annual budget development process.
			Study the benefits and opportunity to update the City's business license tax for voter consideration	7/1/2023	7/1/2024	Completed	8/8/2025	Finance/City Manager	An updated tax structure for the business license tax was passed on the Nov 2024 ballot that simplified the rate categories and moved from a flat tax structure to rates based on gross receipts. Staff working with the tax administrator to manage the transition process.
			Secure funding to address future annexation of the Harbor Industrial Area (HIA)	7/1/2023	12/31/2026	On Target	10/30/2025	Finance/ComDev	Continue discussions and collaborate with the County to explore future annexation of the HIA. Identify infrastructure needs and evaluate potential financing mechanisms. Evaluate the fiscal impact to the City.
			Evaluate General Fund reserve policy	2/1/2024	7/1/2024	Completed	2/6/2025	Finance	Council adopted updated policy to eliminate the static $5 million target in the General Fund and keep the 33% reserve target, as a percentage policy will keep pace and grow as the City's General Fund grows, while the $5 million minimum does not.
		STRENGTHEN ORGANIZATIONAL DEVELOPMENT	Develop recommendations and implementation work plan to address talent management, succession planning, workforce planning, and employee/career development	9/1/2023	Ongoing	On Target	2/12/2025	HR	HR offers career support and training. Internal trainings sessions on core competencies in technology, project management and leadership are complimented with County wide trainings. Hosted a retreat, summer youth intern program and new employee support program.
			Review and update as needed the City's personnel policies to ensure they reflect best practices in diversity and inclusion	9/20/2023	12/30/2026	On Target	2/12/2025	HR	The HR staff are reviewing personnel policies to encompass changes that support a vibrant and diverse workforce. Recommendations will be reviewed for legal compliance prior to adoption in 2025. The City's Personnel Rules and Regulations will be reviewed in 2025.
			Lead on DEI efforts within City government and in the community	7/1/2021	Ongoing	On Target	10/24/2025	HR/Parks & Recreation	Engaged consultant for organizational culture training curriculum and delivery; Hosted regular 'Know & Grow' events to encourage interdepartmental training and interaction; Continue to host citywide cultural events; Will be convening BOLD Committee 4.0 in early November.
			Provide equipment, technology, and resources to employees to ensure high level of service delivery to our community through IT Strategic Plan	7/1/2021	Ongoing	On Target	2/27/2024	IT	The ITSP was presented to CC in Apr'22 and the initiatives and projects have been incorporated into the 2024 IT work plan. The IT staff are now focused on the 5-year ITSP and effectively managing the day to day IT functions.
			Create a culture that assures employees are valued, that leadership promotes innovation, creative problem solving, outstanding customer service, and encourages employee engagement	6/1/2023	Ongoing	On Target	2/27/2024	HR	Programs and events are being offered that focus on training, team building, communication, and employee recognition. Human Resources will continue to support a culture of excellence, belonging and commitment to public service.
			Develop and capture institutional knowledge documenting processes and procedures in anticipation of retirements and turnover to ensure continuity of services to the community, and opportunity to improve those processes and procedures	6/1/2023	Ongoing	On Target	2/12/2025	HR	The "Know and Grow" program is focused on sharing information about City programs and projects across departments to all employees and provides background and institutional knowledge for participants. Departments are utilizing cross training and restructuring as a tool for succession planning.
Public Safety	Forward-thinking public safety services aligned with community needs through civic engagement, partnerships, and public education.	ENSURE SEAMLESS PUBLIC SAFETY SERVICES - POLICE AND FIRE	Maintain strong community outreach and align public safety services that are reflective of community culture and priorities	7/1/2023	6/30/2027	On Target	3/5/2024	PD	Implemented C.A.R.E program related to mental health response calls for service. Developed a Community Academy. Staff City Council's Public Safety Committee for provide a direct community engagement opportunity. Initiated and continue to provide an annual mental health symposium.
			Focus on improved Public Safety by delivering quality programs and services	7/1/2023	6/30/2027	On Target	3/5/2024	PD/SMC Fire	Coordinate with SMC Fire on disaster-related exercises to evaluate the City's response capabilities to a disaster including emergency preparedness.
			Strengthen and align problem-oriented policing services to focus on youth, mental health, and unhoused with focus on compassionate care	7/1/2020	6/30/2027	On Target	3/5/2024	PD	Implemented C.A.R.E program related to mental health response calls for service. Developed a Community Academy. Staff City Council's Public Safety Committee for provide a direct community engagement opportunity. Initiated and continue to provide an annual mental health symposium.
		STRENGTHEN EMERGENCY PREPAREDNESS	Strengthen emergency response through continued coordination with the San Mateo Consolidated Fire Department	7/1/2020	7/1/2027	On Target	3/5/2024	PD/SMC Fire	Deployment of Zonehaven completed, Departments remain active, and forward thinking on emergency messaging tools that would benefit the community.
			Fully implement community risk reduction software platforms. Leverage technology to enhance communication through web based software and communication devices	7/1/2020	7/1/2027	On Target	3/5/2024	PD/SMC Fire	Implemented Zonehaven, rolled out the new SMC Alert platforms, and continue with the community education and outreach. PD communication infrastructure aligned with DOJ set for 2024 compliance, with upgrades to radios and internal PD communication tools near completion.
			Collaborate with the San Mateo Consolidated Fire Department to reduce risk in areas susceptible to wildland fires, establish abatement standards, and implement enforcement tools along with educational outreach	7/1/2020	7/1/2027	On Target	3/21/2024	PD/SMC Fire	Wildland Mitigation Plan underway. Pilot wood chipping completed. Executed a Mutual Threat Zone (MTZ) Agreement with Cal Fire in 5/23. MTZ augments dispatch by Cal Fire to any fires SMC Fire responds in the zone (all areas west of the Alameda).

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Citywide Strategic Plan (2020-2027)

STRATEGIC FOCUS AREAS	GOALS	OBJECTIVES	Initiative Projects	Project Start	Project End	Status	Date Last Updated	Lead Department	Notes
Quality of Life	Engage the community in maintaining and enhancing Belmont's character and quality of life.	IMPROVE PARKS & RECREATION FACILITIES AND PROGRAMS	Refresh Belmont Community Center Master Plan	1/1/2024	6/30/2026	On Target	10/24/2025	Parks & Recreation	Completed conceptual design refresh, survey and polling; Held community event at Barrett with Belmont Community Foundation (BCF); Received $500,000 from Stanford University; Continue to seek and evaluate funding opportunities.
			Complete Parks, Recreation, and Open Space Master Plan	1/1/2021	6/30/2024	On Target	10/24/2025	Parks & Recreation	Collaborating with Public Works on Creek Restoration project and community development projects to implement PROS plan improvements where feasible
			Deliver accessible, inclusive, services, programs, and facilities for all ages in our community	5/1/2020	5/1/2027	On Target	10/24/2025	Parks & Recreation	Providing community centric services and programs. Perpetually evolving to meet community's needs. Implemented scholarship programs, adaptive special events, and expanded cultural celebrations. Continue planning for 2026 centennial celebration and events.
		CREATE DIVERSE AND UNIQUE COMMUNITY SPACES	Promote an environment that encourages arts; consider art in public places and within new development	7/1/2021	6/30/2027	On Target	10/24/2025	Parks & Recreation/CD	Public art opportunities will be explored as part of new development and in-lieu fees.
			Explore funding and creative solutions for place-making within public spaces for all ages	7/1/2021	6/30/2027	On Target	10/24/2025	Parks & Recreation	Planning public art projects in conjunction with City Centennial celebrations. Commenced Happy Hydrant and Utility Box Centennial Art Projects.
			Design and implement a city branding effort, inclusive of community signage/wayfinding, and gateway features in line with GP/BVSP objectives	7/1/2023	12/1/2024	Completed	11/3/2024	CD/PW/P&R	Adopted Program (Dec 2024) focuses on vehicular, banner, and monument signage with new Belmont logo & colors. Project added to City's Adopted FY26 Budget/CIP. First phase of signage installation (vehicular & banner signs) to occur in Summer 2026 to coincide with City Centennial events.
			Develop public streetscape design standards to enhance place-making in Belmont Village Specific Plan	7/1/2020	7/1/2023	Completed	8/26/2024	ComDev	BVSP Streetscape Design Standards adopted Nov 2022; under implementation.
		FOSTER MEANINGFUL COMMUNITY DIALOGUE	Continue progress with the City's comprehensive public information and engagement strategy	7/1/2020	7/1/2022	Completed	8/6/2025	CMO/OCS	Communication Work Plan approved by City Council on Jan 26, 2021. 2023 new logo/branding. Created new branding templates that have increased social media following and community engagement. Approved Comms Strategic Plan on 6/24/25.
			Provide timely, accurate information that is easy to access and understand, and facilitate public participation in open meetings	5/1/2022	7/1/2024	Completed	8/6/2025	CMO/OCS	Continue comms meeting monthly; audit website to improve content; unite social media messaging by archiving PW pages & updated branding across all divisions & increased public outreach to engage the public in initiatives. Updated comms plan & internal critical comms plan.
			Provide opportunity for resident leadership and participation, such as through commissions and advisory/ad hoc groups	7/1/2020	6/30/2027	On Target	10/30/2025	CMO/OCS	Completed multiple Police Community Academies, and using Commission and Youth Advisory as community leadership opportunities. Increased community engagement with community events (including civics academy).
			Maximize use of available tools to reach our community and foster goodwill on digital platforms, through printed messaging and meeting our community where it is receiving its news	5/1/2022	6/30/2027	On Target	10/30/2025	CMO/OCS	Revamped City communication tools by use of social media to tell our story across digital and printed platforms. Increased engagement through video storytelling. Implemented translation services and social media management platform
			Conduct outreach and community education about city services, areas of cost, and financial resources	7/1/2020	7/1/2027	On Target	10/30/2025	CMO/OCS	DEI committee is identifying underrepresented communities that would benefit from additional outreach about City services. Increased communications for city services and projects across all platforms. Started Civics Day Academy

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Ken Stenquist, Chief of Police, kstenquist@belmont.gov
Agenda Title:	Axon Contract Renewal for Equipment Replacement and Technology Services
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute a five-year agreement with Axon Enterprise Inc. not to exceed $476,403.87 for equipment replacement and technology services; and approve a budget appropriation in the amount of $47,164 for fiscal year 2025-26.

Strategic Focus Area

Public Safety

Background

In 2014, the Police Department t began utilizing Axon Body Worn Cameras (BWC). The BWCs are utilized to record interactions between law enforcement and community members. Over the past eleven years, BWCs have become the industry standard in policing. The department's most recent purchase of Axon Flex BWC units occurred in 2016; however, these devices are now outdated, and Axon has discontinued all support and replacement services for this model. As these units age, their declining functionality presents risks to evidence collection, documentation integrity, and public trust.

Additionally, the department has been using Axon's Taser Conducted Energy Devices (CEDs) since 2002. This tool has been a critical platform for the department in de-escalating dangerous situations and avoiding potentially lethal use of force. The department's current inventory of X26 taser models, procured in 2020, has now reached the end of its supported lifecycle. Axon no longer provides maintenance, updates, or replacement components for this model. This creates operational and safety concerns regarding the reliability and sustainability of the equipment.

The department also has a cloud-based video storage contract for the BWC devices and technology services with Axon, which is set to expire in June of 2026. Notably, the existing contract does not include any provisions for equipment repair, upgrades, or device replacement. As our department's Tasers and body-worn cameras get closer to the end of their usable life, not having support coverage in the current contract makes it even more important for us to look at updated equipment options. This will ensure officers have reliable tools and we maintain continuity in our operations.

Analysis

As our current Axon contract nears its end, the department has been working closely with Axon Enterprise Inc. to look at ways to update aging equipment and strengthen our technology systems. After taking a

thorough look at what we need and what is standard in the industry, the proposed contract package will replace outdated systems and support long-term operational readiness.

The proposed upgrade includes transitioning from BWC to the more advanced Axon Body series. These newer devices offer significantly improved video resolution, low-light performance, and battery life, along with enhanced durability and more reliable data capture. Likewise, the department will replace the discontinued Taser X26 (CEDs) with the latest generation Taser 10 units. The Taser 10 provides expanded range, improved accuracy, multiple-shot capability, and upgraded safety features, aligning with current best practices for de-escalation and use of force management.

In addition to equipment replacement, the contract accounts for increased Cloud based storage capacity and upgraded technology services. As the volume of BWC footage continues to grow due to policy requirements, evidentiary needs, and retention mandates additional storage and enhanced digital evidence tools are essential. These services help streamline case management and maintain the integrity and accessibility of video evidence.

Historically, the department purchased Axon equipment outright. Under this model, any repairs, upgrades, or replacements required for malfunctioning or end of life devices resulted in unplanned and sometimes at significant additional costs. The new contract structure eliminates this unpredictability by bundling all necessary equipment, maintenance, technology services, and future replacements into a single comprehensive agreement. This approach ensures consistent budgeting, minimizes operational downtime due to equipment failures, and provides the department with a predictable lifecycle for critical public safety technology.

Axon Enterprise Inc. is the exclusive manufacturer and distributor of both the Axon Body series (BWCs) and the Taser 10 (CED), making them the sole source provider for these technologies. Under the proposed agreement, payments are distributed over a five-year term, with the contract scheduled to conclude in January 2031.

Currently, $15,000 is allocated annually to an equipment replacement fund to support the purchase of new CEDs and BWCs. This allocation will no longer be required, as the department will transition from an ownership model to a more typical leasing and lifecycle management model in which Axon provides all equipment replacements and upgrades directly under the contract. The department also pays approximately $25,000 per year under the existing Axon service contract for support and storage services.

Under the new agreement, the annual cost will be $107,000. Compared to the combined $40,000 previously budgeted each year for replacement funding and the service contract, this reflects an estimated net increase of about $67,000 per year from General Fund for police operations. The higher cost accounts for the modernization of essential equipment as well as comprehensive maintenance, technology services, and full lifecycle replacement that were not included in prior agreements.

A budget appropriation is required in the amount of $47,164 (Account# 101-2-601-8613) to fund for the Axon Enterprise Inc. contract agreement in the current fiscal year 2025-2026. Future funding for the remaining term of this service agreement is contingent on annual Council budget appropriation.

Payment Summary			
Payment Dates	Subtotal	Tax	Total
Jan 2026 (Term Feb 2026 – Jan 2027)	$43,008.58	$4,155.62	$47,164.20
July 2026 (Term Feb 2027 – Jan 2028)	$102,271.33	$5,038.61	$107,309.94
July 2027 (Term Feb 2028 – Jan 2029)	$102,271,33	$5,038.61	$107,309.94
July 2028 (Term Feb 2029 – Jan 2030)	$102,271.33	$5,038.61	$107,309.94
July 2029 (Term Feb 2030 – Jan 2031)	$102,271.33	$5,038.52	$107,309.85
Total	$452,093.90	$24,309.97	$476,403.87

Alternatives

1. Provide Alternate Direction
2. Take No Action

Attachments

A. Resolution
B. Axon Enterprise Inc. Quote January 2026- February 2031
C. Axon Enterprise Inc. – Master Service Agreement

Fiscal Impact

☐ No Fiscal Impact
☒ Funding Source Confirmed

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A FIVE YEAR AGREEMENT WITH AXON ENTERPRISE INC. FOR EQUIPMENT REPLACEMENT AND TECHNOLOGY SUPPORT THROUGH JANUARY 2031; AND APPROVE A BUDGET APPROPRIATION IN THE AMOUNT OF $47,164 FOR FISCAL YEAR 2025-26.

WHEREAS, law enforcement agencies throughout the country utilize technology to enhance public safety between officers and community members; and,

WHEREAS, the City of Belmont has contracted with Axon Enterprise Inc. for services since 2002; and,

WHEREAS, the current contract expires in June 2026; and,

WHEREAS, the police department has negotiated an agreement that will provide equipment replacement and technology support through January 2031.

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

SECTION 1. The City Manager is authorized to negotiate and execute an agreement to purchase equipment for replacement and technology support from Axon Enterprise Inc. for an amount not to exceed $476,403.87.

SECTION 2. A budget appropriation for account 101-2-601-8613 in the amount of $47,164 to fund the Axon Enterprise Inc. contract agreement in the current fiscal year 2025-26.

* * *

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

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions.**

   1.1. "**Axon Cloud Services**" means Axon's web services, including, but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 year term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty.**

   7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.**

7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**

7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**

7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Release, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.

8. **Free Trial.**

8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.

8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix

9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.

10. **Axon Device Warnings.** See www.axon.com/legal for the most current Axon Device warnings.

11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.

13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

17. **Termination.**

    17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    17.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    17.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.

18. **Confidentiality.** "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19. **General.**

    19.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

    19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

    19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.

    19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

    19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.

    19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for

purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

19.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions,Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER:

_____

Signature: _____

Name: _____

Title: _____

Date: _____

Axon Cloud Services Terms of Use Appendix

1. **Definitions.**

   1.1. "**Data Controller**" means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.

   1.2. "**Data Processor**" means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.

   1.3. "**Customer Content**" is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

   1.4. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.

   1.5. "**End User**" means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.

   1.6. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

   1.7. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

   1.8. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

   1.9. "**Subprocessor**" means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.

   1.10. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.

3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary

computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

5.1 Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

5.2 To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.

8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located Ownership of Customer Content remains with Customer.

9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at https://www.axon.com/products/axon-evidence/sla.

11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata) and/or operations data (including billing

and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

12. **TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

    12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

    13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

    13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

    13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

    13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **FUSUS.** If Customer purchases a subscription to FUSUS, the following terms apply:

    14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

    14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

15. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

16. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

17. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    17.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    17.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    17.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    17.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    17.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    17.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    17.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

18. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

19. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

20. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

21. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

1. **Definitions.**

   1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

   1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

   1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Scope and Usage.**

   2.1. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

   2.2. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

   2.3. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

      2.3.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

      2.3.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

      2.3.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

3. **Axon Responsibilities.**

   3.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

   3.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

   3.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

   3.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

   3.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

4. **Customer Responsibilities.**

   4.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.

   4.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.

   4.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage.

5. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions**:**

   5.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.

   5.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.

   5.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. **Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information**. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.

6. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.

7. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.

8. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:

   8.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

   8.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

9. **Amendments.** Axon reserves the right to amend this Appendix to reflect changes in applicable laws or improvements in AI Technologies. Axon will provide at least 30 days' notice for any substantive changes. Continued use of Axon Devices and Services after the effective date constitutes acceptance of the updated terms.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP).** The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1.** Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2.** In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other customers using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies
Users go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need

• Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
User go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages.** CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full-Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other customers using TASER CEWs and Axon Evidence • **For the CEW Full-Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full-Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full-Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.

Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

    a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

System set up and configuration • Axon performs discovery to understand and document the Agency's needs. • Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs. • Axon will facilitate a workflow discussion with the core admin team.

Disclosures • Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon: 1. Public Defender Case Sharing 2. Disclosure Portal 3. Download Links
Training • Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training. • Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.
Go-Live Plan • Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.
Implementation document packet • Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

12. **Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

13. **Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.

14. **Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

15. **Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

16. **Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of

delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a combined offering including TAP is on the Quote, this appendix applies.

1. **TAP Warranty.** The TAP specific warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device.** Within thirty (30) days of receiving a BWC or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination.** If TAP or OSP terminates or expires:

   9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.

   9.2. Axon will not and has no obligation to provide the Upgrade Models.

   9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium and OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.

3. **Limited Warranty.**

   3.1. **"Deployment**" means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("**CEW**") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.

   3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: (i) one (1) year from the date of Customer's receipt or (ii) 100 Deployments per year or a total of 500 Deployments over 5 years.

   3.5. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.

   3.6. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix

   3.7. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.

4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty. Each additional year of the warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period for an individual TASER Device will be five (5) years including the initial Limited Warranty.

5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.

    10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

    10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon ALPR Appendix

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

1. **Customer Responsibilities.**

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

2. **Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

3. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.

   3.1. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.

   3.2. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

4. **Axon Fleet Specific Terms.**

   4.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

   4.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription

   4.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within

Axon Vehicle Software.

5. **Axon Outpost Specific Terms.**

5.1. **Outpost License and Permits**. Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

5.2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

6. **Axon Lightpost Specific Terms.**

6.1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

6.2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.

6.3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

7. **Wireless Offload Server**

7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

8. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories, Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

   5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

1. **Definitions.**

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License.**

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions**.
   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.
2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.
3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.
5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.
6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.
7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.
8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:
   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
   8.4. Ensure all appropriate data backups are performed;
   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services.**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

1. **Definitions.**

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address.** Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified

in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.

11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared.** Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities.** Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:

    22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

    22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

    22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

    22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

    22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

    22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

Axon Training Pod Appendix

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties. TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, "Dedrone Products"), this Dedrone Product Appendix shall apply.

1. **Definitions.**

1.1 **"Dedrone Data"** means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace ("DedroneDNA", formerly "DroneDNA"), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software

1.2 **"Dedrone Hardware**" means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.

1.3 **"Sensor"** means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.

1.4 **"Dedrone Software**" means (i) Axon's proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon's video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer's Third-Party Hardware.

1.5 **"Third-Party Hardware"** means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

2. **Customer License.**

2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the "License"). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties

2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a ("Prohibited Use").

3. **Customer Obligations.**

3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the "Specifications") and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer's responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer's option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the Dedrone Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the Dedrone Software.

4. **Data Protection.**

4.1 **Data.** If Customer licenses Dedrone Software, as part of its operation, the Dedrone Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the Dedrone Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has-the right to use Collected Data for any purpose, including: (i) improving any Dedrone Product; (ii) analyzing any Dedrone Product or the performance of any Dedrone Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any Dedrone Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any Dedrone Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the Dedrone Data, Collected Data, the Dedrone Software, and all intellectual property embodied in the Dedrone Hardware, if the Dedrone Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the Dedrone Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the Dedrone Products or any Dedrone Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the Dedrone Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The Dedrone Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-563635-45925AS

Issued: 09/25/2025

Quote Expiration: 10/01/2025

Estimated Contract Start Date: 02/01/2026

Account Number: 113229

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO	SALES REPRESENTATIVE	PRIMARY CONTACT
Belmont Police Dept. - CA 1 Twin Pines Ln Belmont, CA 94002-3868 USA	Belmont Police Dept. - CA 1 Twin Pines Ln Belmont CA 94002-3868 USA Email:	Adam Smith Phone: 602-751-1798 Email: asmith@axon.com Fax: (480) 463-2201	Clyde Hussey Phone: 650-595-7430 Email: chussey@belmont.gov Fax: (650) 593-0265

Quote Summary

Program Length	60 Months
TOTAL COST	$452,093.90
ESTIMATED TOTAL W/ TAX	$476,403.87

Discount Summary

Average Savings Per Year	$26,921.88
TOTAL SAVINGS	$134,609.39

Payment Summary

Date	Subtotal	Tax	Total
Jan 2026	$43,008.58	$4,155.62	$47,164.20
Jul 2026	$102,271.33	$5,038.61	$107,309.94
Jul 2027	$102,271.33	$5,038.61	$107,309.94
Jul 2028	$102,271.33	$5,038.61	$107,309.94
Jul 2029	$102,271.33	$5,038.52	$107,309.85
Total	**$452,093.90**	**$24,309.97**	**$476,403.87**

Quote Unbundled Price:	**$586,681.50**
Quote List Price:	**$546,145.50**
Quote Subtotal:	**$452,093.90**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1			$1.00	($41,340.00)	($41,340.00)	$0.00	($41,340.00)
M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	60	$245.11	$227.49	$199.71	$359,478.00	$19,652.47	$379,130.47
BWCUwTAP	BWC Unlimited with TAP	4	60	$136.41	$99.66	$99.66	$23,918.40	$829.87	$24,748.27
A la Carte Hardware									
H00002	AB4 Multi Bay Dock Bundle	5			$1,638.90	$1,638.90	$8,194.50	$809.24	$9,003.74
H00001	AB4 Camera Bundle	34			$899.00	$899.00	$30,566.00	$3,018.39	$33,584.39
A la Carte Software									
73618	AXON COMMUNITY REQUEST	34	60		$10.85	$10.85	$22,134.00	$0.00	$22,134.00
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	60		$10.85	$10.85	$22,134.00	$0.00	$22,134.00
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	60		$10.85	$10.85	$22,134.00	$0.00	$22,134.00
BasicLicense	Basic License Bundle	2	60		$16.27	$16.25	$1,950.00	$0.00	$1,950.00
ProLicense	Pro License Bundle	1	60		$48.82	$48.75	$2,925.00	$0.00	$2,925.00
A la Carte Services									
101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1			$2,700.00	$0.00	$0.00	$0.00	$0.00
Total							**$452,093.90**	**$24,309.97**	**$476,403.87**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	34	1	01/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	1	1	01/01/2026
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	38	1	01/01/2026
AB4 Camera Bundle	74020	AXON BODY - MOUNT - MAGNET FLEXIBLE RAPIDLOCK	38	1	01/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	5	1	01/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	5	1	01/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	5	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100126	AXON VR - TACTICAL BAG	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	30	2	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	1	2	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100396	AXON TASER 10 - MAGAZINE - INERT RED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100399	AXON TASER 10 - CARTRIDGE - LIVE	450	1	01/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	210	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100401	AXON TASER 10 - CARTRIDGE - INERT	20	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100591	AXON TASER - CLEANING KIT	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100748	AXON VR - CONTROLLER - TASER 10	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	3	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	6	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	30	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	20018	AXON TASER - BATTERY PACK - TACTICAL	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	1	1	01/01/2026
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	01/01/2027
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	01/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73309	AXON BODY - TAP REFRESH 1 - CAMERA	31	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	4	1	07/01/2028
BWC Unlimited with TAP	73309	AXON BODY - TAP REFRESH 1 - CAMERA	4	1	07/01/2028
BWC Unlimited with TAP	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10	100400	AXON TASER 10 - CARTRIDGE - HALT	150	1	01/01/2030
BUNDLE - OFFICER SAFETY PLAN 10	73310	AXON BODY - TAP REFRESH 2 - CAMERA	31	1	01/01/2031
BUNDLE - OFFICER SAFETY PLAN 10	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	4	1	01/01/2031
BWC Unlimited with TAP	73310	AXON BODY - TAP REFRESH 2 - CAMERA	4	1	01/01/2031
BWC Unlimited with TAP	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	1	1	01/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	2	02/01/2026	01/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101180	AXON TASER - DATA SCIENCE PROGRAM	30	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101703	AXON VR - USER ACCESS - TASER SKILLS	30	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	30	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	20248	AXON TASER - EVIDENCE.COM LICENSE	1	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	300	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	30	02/01/2026	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	73746	AXON EVIDENCE - ECOM LICENSE - PRO	30	02/01/2026	01/31/2031
BWC Unlimited with TAP	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	4	02/01/2026	01/31/2031
BWC Unlimited with TAP	73746	AXON EVIDENCE - ECOM LICENSE - PRO	4	02/01/2026	01/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1 Twin Pines Ln	Belmont	CA	94002-3868	USA
2	1 Twin Pines Ln	Belmont	CA	94002-3868	USA

Payment Details

Jan 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Transfer Value	100553	TRANSFER BALANCE - SOFTWARE AND SERVICES	1	($41,340.00)	$0.00	($41,340.00)
Year 1	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	$3,783.63	$0.00	$3,783.63
Year 1	73618	AXON COMMUNITY REQUEST	34	$3,783.63	$0.00	$3,783.63
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	$3,783.63	$0.00	$3,783.63
Year 1	BasicLicense	Basic License Bundle	2	$333.34	$0.00	$333.34
Year 1	BWCUwTAP	BWC Unlimited with TAP	4	$4,088.66	$141.86	$4,230.52
Year 1	H00001	AB4 Camera Bundle	34	$5,225.01	$515.97	$5,740.98
Year 1	H00002	AB4 Multi Bay Dock Bundle	5	$1,400.78	$138.34	$1,539.12
Year 1	M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	$61,449.89	$3,359.45	$64,809.34
Year 1	ProLicense	Pro License Bundle	1	$500.01	$0.00	$500.01
Total				**$43,008.58**	**$4,155.62**	**$47,164.20**

Feb 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCUwTAP	BWC Unlimited with TAP	4	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 2	73618	AXON COMMUNITY REQUEST	34	$4,587.59	$0.00	$4,587.59
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 2	BasicLicense	Basic License Bundle	2	$404.17	$0.00	$404.17
Year 2	BWCUwTAP	BWC Unlimited with TAP	4	$4,957.43	$172.00	$5,129.43
Year 2	H00001	AB4 Camera Bundle	34	$6,335.25	$625.61	$6,960.86
Year 2	H00002	AB4 Multi Bay Dock Bundle	5	$1,698.42	$167.72	$1,866.14
Year 2	M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	$74,507.04	$4,073.28	$78,580.32
Year 2	ProLicense	Pro License Bundle	1	$606.25	$0.00	$606.25
Total				**$102,271.33**	**$5,038.61**	**$107,309.94**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	3	02/01/2026	01/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	02/01/2026	01/31/2031
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	02/01/2026	01/31/2031
A la Carte	73618	AXON COMMUNITY REQUEST	34	02/01/2026	01/31/2031
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	02/01/2026	01/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	30
BUNDLE - OFFICER SAFETY PLAN 10	101193	AXON TASER - ON DEMAND CERTIFICATION	30
A la Carte	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	30	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	1	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	6	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	30	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	1	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	30	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80464	AXON BODY - TAP WARRANTY - CAMERA	1	01/01/2027	01/31/2031
BUNDLE - OFFICER SAFETY PLAN 10	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	4	01/01/2027	01/31/2031
BWC Unlimited with TAP	80464	AXON BODY - TAP WARRANTY - CAMERA	4	01/01/2027	01/31/2031
BWC Unlimited with TAP	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	01/01/2027	01/31/2031

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 3	73618	AXON COMMUNITY REQUEST	34	$4,587.59	$0.00	$4,587.59
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 3	BasicLicense	Basic License Bundle	2	$404.17	$0.00	$404.17
Year 3	BWCUwTAP	BWC Unlimited with TAP	4	$4,957.43	$172.00	$5,129.43
Year 3	H00001	AB4 Camera Bundle	34	$6,335.25	$625.61	$6,960.86
Year 3	H00002	AB4 Multi Bay Dock Bundle	5	$1,698.42	$167.72	$1,866.14
Year 3	M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	$74,507.04	$4,073.28	$78,580.32
Year 3	ProLicense	Pro License Bundle	1	$606.25	$0.00	$606.25
Total				**$102,271.33**	**$5,038.61**	**$107,309.94**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 4	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 4	73618	AXON COMMUNITY REQUEST	34	$4,587.59	$0.00	$4,587.59
Year 4	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 4	BasicLicense	Basic License Bundle	2	$404.17	$0.00	$404.17
Year 4	BWCUwTAP	BWC Unlimited with TAP	4	$4,957.43	$172.00	$5,129.43
Year 4	H00001	AB4 Camera Bundle	34	$6,335.25	$625.61	$6,960.86
Year 4	H00002	AB4 Multi Bay Dock Bundle	5	$1,698.42	$167.72	$1,866.14
Year 4	M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	$74,507.04	$4,073.28	$78,580.32
Year 4	ProLicense	Pro License Bundle	1	$606.25	$0.00	$606.25
Total				**$102,271.33**	**$5,038.61**	**$107,309.94**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101208	AXON TASER 10 - 2 DAY INSTRUCTOR COURSE - INSIDE SALES	1	$0.00	$0.00	$0.00
Year 5	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 5	73618	AXON COMMUNITY REQUEST	34	$4,587.59	$0.00	$4,587.59
Year 5	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	34	$4,587.59	$0.00	$4,587.59
Year 5	BasicLicense	Basic License Bundle	2	$404.17	$0.00	$404.17
Year 5	BWCUwTAP	BWC Unlimited with TAP	4	$4,957.43	$172.01	$5,129.44
Year 5	H00001	AB4 Camera Bundle	34	$6,335.25	$625.59	$6,960.84
Year 5	H00002	AB4 Multi Bay Dock Bundle	5	$1,698.42	$167.74	$1,866.16
Year 5	M00031	BUNDLE - OFFICER SAFETY PLAN 10	30	$74,507.04	$4,073.18	$78,580.22
Year 5	ProLicense	Pro License Bundle	1	$606.25	$0.00	$606.25
Total				**$102,271.33**	**$5,038.52**	**$107,309.85**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-309544

Agency is terminating those contracts effective 2/1/2026 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Credit of -$41,340.00

Any credits contained in this quote are contingent upon payment in full of the following amounts:

Q-309544 on 6/1/2025 for $24,804

Signature

Date Signed

9/25/2025

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998, bnguyen@belmont.gov
Agenda Title:	Belmont Village Bike and Pedestrian Project Design Amendment #2
Agenda Action:	Resolution

Recommendation

Adopt a resolution authorizing the City Manager to negotiate and execute Amendment #2 to the contract with Parametrix, Inc. for additional design and project coordination services with the adjacent Linc Housing Development Project (hereinafter "Linc Project"). for an additional amount of $20,250, for a total contract cost to a not-to-exceed amount of $185,375.

Strategic Focus Area

Infrastructure and Mobility

Background

On April 5, 2023, the City entered into a Master Architectural and Engineering Service Agreement with Parametrix, Inc. (hereinafter "Consultant"), for the design and implementation of the Belmont Village Bike and Pedestrian Project (hereinafter "HAWK Project") in the amount of $115,320. The Consultant is providing professional engineering services for the implementation of Class II and Class III bike lanes, closing the current network gaps and improving connectivity for regional bike lanes and routes throughout the City, as recommended in the 2016 Comprehensive Pedestrian/Bicycle Plan. Project's Phase 1 includes the installation of a High-Intensity Activated Crosswalk (HAWK) at the El Camino Real / Hill Street intersection to improve connectivity and accessibility, for the surrounding residential neighborhoods and housing developments, crossing El Camino Real to Belmont's Caltrain station. Phase 2 of the project will implement new Class II and Class III bike lanes, along 5th Avenue, 6th Avenue, O'Neill Avenue, and Belmont Canyon Road and is funded by a TDA Grant.

In March 2024, the City amended (Amendment #1) the project to include design services for extending the southbound left-turn pocket on El Camino Real approaching Ralston Avenue, at an additional cost of $49,805. This expanded scope included supplemental topographic surveying, civil engineering design, and landscape architecture. A 95% design submittal reflecting the revised scope was completed in October 2024.

However, subsequent analysis determined that due to existing roadway geometry constraints, the construction costs would outweigh the anticipated benefits. Additionally, the proposed changes would result in a suboptimal northbound approach to the HAWK pedestrian crossing. As a result, it was decided that the El Camino Real and Ralston Avenue intersection be studied more wholistically to identify more effective long-term improvements.

Analysis

The HAWK Project was initiated in April 2023 as an independent effort, with no scheduled start date for the Linc Project at that time. In late fall 2024, however, the Linc Project secured funding and subsequently obtained building permits in April 2025.

Given the close proximity of the two project sites, City staff determined that coordinating the design and construction activities would be both prudent and cost-effective. This approach will help prevent potential conflicts in public improvements, minimize constructability issues, and avoid costly rework. As a result, additional consultant time and effort are required to support the expanded scope of design, permitting, and project coordination..

Alternatives

1. Resolution
2. Refer back to staff for more information

Attachments

A. Resolution
B. Exhibit 1 – Parametrix, Inc. Consulting Proposal

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: $20,250 is budgeted under Capital Improvement Program (CIP) Hill Street HAWK Signal Project# 3232 (Account 399-3-730-3232-8331), funded by the Measure A Street Improvement Fund.

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

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE AMENDMENT #2 TO THE CONTRACT WITH PARAMETRIX, INC. FOR AN ADDITIONAL AMOUNT OF $20,250, FOR A TOTAL CONTRACT COST TO A NOT-TO-EXCEED AMOUNT OF $185,375.

WHEREAS, On April 5, 2023, the City entered into a Master Architectural and Engineering Service Agreement with Parametrix, Inc. (hereinafter "Consultant"), for the design and implementation of the Belmont Village Bike and Pedestrian Project (hereinafter "HAWK Project") in the amount of $115,320; and,

WHEREAS, In March 2024, the City amended (Amendment #1) the project scope to include design services for extending the southbound left-turn pocket on El Camino Real approaching Ralston Avenue, at an additional cost of $49,805; and,

WHEREAS, Given the close proximity of the Linc Housing Development Project to the HAWK Project, City staff determined that additional coordination between the two projects would be prudent to avoid potential construction conflicts, constructability and rework of improvements by both projects; and,

WHEREAS, funds in the amount of $20,250 for the project will be drawn from the Hill Street HAWK Signal Project funded by the Street Improvement Fund, Account 399-3-730-3232-8331.

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

SECTION 1. The City Manager is authorized to negotiate and execute an amendment to the contract with Parametrix, Inc. for additional design services, Caltrans permitting, and construction administration and engineering support services for an amount $20,250, for the aggregate total not to exceed $185,375.

* * *

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

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

Parametrix
let's create tomorrow, together

October 29, 2025

Parametrix No. 474-8940-001

EXHIBIT 1

Brian Nguyen
City of Belmont
1 Twin Pines Ln Ste 385
Belmont, CA 94002

Re: Additional budget request, El Camino Real / Hill Street Pedestrian Hybrid Beacon Project

Dear Brian:

This letter serves to recap the Parametrix team's progress on the El Camino Real / Hill Street Pedestrian Hybrid Beacon Project to date, including out of scope work, and to request a contract amendment to cover the remaining work through construction.

Parametrix contracted with the City in April 2023 to design a pedestrian hybrid beacon (PHB) at the intersection of El Camino Real and Hill Street in the City of Belmont ($91,350); this project was authorized in combination with another project to develop conceptual designs for the Belmont Village Ped/Bike Project ($23,970).The total budget of the original work authorization was $115,320. Parametrix submitted a 65% plans, specifications, and estimate (PS&E) design package in February 2024 reflective of the original PHB design scope.

The City amended the PHB design scope in March 2024 to add design services for extending the El Camino Real southbound left turn pocket approaching Ralston Avenue ($49,805). This work scope included supplemental topographic survey, civil design, and landscape architecture. We submitted a 95% design package in October 2024 reflective of the modified scope to lengthen the southbound left turn pocket.

The City reversed their direction to extend the southbound left turn pocket after the 95% submittal. Parametrix changed the plans to delete this work. We submitted a 100% design package and encroachment permit (EP) package to Caltrans in March 2025 and a revised EP package in May 2025.

The City engaged with LINC Housing in July 2025 to coordinate improvements at the planned housing development on the west side of El Camino Real. LINC Housing agreed to assume construction responsibility for improvements on the sidewalks fronting LINC properties, inclusive of the bulb-outs, curb ramps, traffic signal pole foundations, pull boxes, and conduits. Parametrix revised the PS&E to remove the west side sidewalk work and separate the City's PHB project from LINC's proposed improvements. We met several times with the City, Caltrans, and LINC to clarify this modified approach in August 2025. Parametrix submitted a revised EP package to Caltrans in September 2025. We received review comments from Caltrans in October 2025.

The total budget for the PHB design to date is $141,155 ($91,350 + $49,805). We have spent $137,478 to date. Our efforts include out of scope work to revise plans due to changed design direction (southbound left turn pocket), coordination with the LINC Housing project, additional rounds of review with Caltrans, and time to administer the project across an extended schedule.

Parametrix is requesting a budget amendment to cover the remaining work to

- Administer and track this project.
- Coordinate the design with LINC Housing.
- Work through the Caltrans EP process.

- Provide construction administration and support services, e.g., contractor material submittal review, responses to contractor Requests for Information (RFIs), traffic signal controller programming, and in-field.
- Prepare as-built plans.

Our estimated budget to complete this work is $20,250:

		Sr. Consult.	Eng. II	Sr. Contract Specialist	Project Biller	Subtotal
#	Description	$265	$130	$150	$130	
	Project Management and Invoicing	4		2	4	$1,880
	Plan revisions through Caltrans EP process	20	40			$10,500
	Construction administration	10	20			$5,250
	Prepare as-built plans	8	16			$2,620
	Total	38	72	2	4	$20,250

Sincerely,

Parametrix

Digitally signed by Andrew K Lee
DN: C=US, E=aklee@parametrix.com, O=Parametrix, OU=Berkeley, CN=Andrew K Lee
Date: 2025.10.29 17:36:13-07'00'

Andrew K Lee

Senior Consultant

cc: Project File

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Brian Nguyen, Public Works, (650) 637-2998, bnguyen@belmont.gov
Agenda Title:	Motion Approving Award of Contract to BuildCorp, Inc. for an Amount not to Exceed $276,180, and Authorizing the City Manager to Execute a Contract for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638
Agenda Action:	Motion

Recommendation

It is recommended that the City Council award the contract to BuildCorp, Inc. for an amount not to exceed $276,180, and authorize the City Manager to execute a contract for the Belmont Village Bicycle Improvement Project, City Contract Number 2025-638.

Strategic Focus Area

Infrastructure and Mobility

Background

On September 9, 2025, Council authorized advertisement for sealed bids approving award of City Contract Number 2025-638, Belmont Village Bicycle Improvement Project, to the lowest, responsive, and responsible bidder for an amount not to exceed $211,520. The City received three sealed bids that were opened on October 21, 2025. All three bids exceeded the engineer's estimate and the authorized contract amount. The results were as follows:

BuildCorp	$276,180.00
Golden Bay Construction	$389,901.50
Zara	$379,740.00

Analysis

Staff has reviewed the engineer's estimate and the three bids and has concluded that it is in the best interest of the City to award this contract to the lowest, responsive, and responsible bidder BuildCorp, Inc. Staff does not believe that the City will obtain a lower bid if this job is re-advertised. The primary reason for the bid being higher than the engineer's estimate is that unit prices are increasing due to inflationary pressures.

Alternatives

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

Attachments

A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: Funding is budgeted under Capital Improvement Program (CIP) Belmont Village Bicycle Improvement Project# 3239 (Account No. 399-3-730-3239-9030) and is supported by multiple sources including TDA grant funding and Measure A

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

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Joanne Yung, Budget Manager, jyung@belmont.gov
Agenda Title:	Annual Report on Receipt and Use of Development Impact Fees, In-Lieu Fees, and Linkage Fees for Fiscal Year 2024-25
Agenda Action:	Resolution

Recommendation

Adopt a Resolution to make certain findings and accept the annual report on receipt and use of development impact fees, in-lieu fees, and linkage fees for the fiscal year ended June 30, 2025.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Development Impact Fees

The City of Belmont assesses two development impact fees – Park Improvement Impact Fee and Transportation Impact Fee. Local governments often charge fees as a condition of approval for development projects to fund public improvements to compensate for the demands that the developments have on public resources. These fees are commonly known as development impact fees. In 1989, the State Legislature passed Assembly Bill 1600 (AB 1600), which added Sections 66000 et seq. to the California Government Code, commonly known as the Mitigation Fee Act.

Government Code Section 66006 requires that the City make available to the public the following information regarding development impact fees within 180 days after the end of each fiscal year:

1. A brief description of the type of fee.
2. The amount of the fee.
3. The fee's beginning and ending balances for the fiscal year.
4. Total fees collected and the interest earned, if applicable.
5. Identification of each public improvement on which impact fees were expended and the amount of expenditure on each improvement, including the total percentage of the cost of the public improvement that was funded with impact fees.
6. Identification of an approximate date by which the construction of a public improvement will commence, if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.

a. This information is listed in Exhibit B to the Resolution. Exhibit B shows the five-year plan for public improvement projects and their anticipated expenditures related to the Mitigation Fee Act and Quimby Act. Specific details on each of the projects listed in Exhibit B can be found in the five-year capital improvement program section in the City's adopted fiscal year (FY) 2025-26 budget.

7. Description and uses for transfers or loans of fees, if applicable.
8. Amounts of any refunds and allocations.

Further, the Mitigation Fee Act requires that findings describing the continuing need for impact fees be made every five years specifying the intended use of any unexpended impact fees, regardless of whether the fees are committed or uncommitted. If findings are not presented as scheduled, the City may be subjected to go through a refunding procedure. The City is opting to make such findings every year.

In-Lieu Fees

In-lieu fees are fees that are collected by the City instead of requiring developers to provide or construct specified improvements or amenities with their projects. The City of Belmont assesses three in-lieu fees: Park In-Lieu Fee, Inclusionary Housing In-Lieu Fee, and Public Art In-Lieu Fee.

Park In-Lieu Fees are assessed pursuant to the Quimby Act under Government Code Section 66477. The other in-lieu fees do not have statutory reporting requirements but are included in this report for informational purposes. Under the Quimby Act, local governments may require the dedication of land for parks or the payment of fees in-lieu of land dedication as a condition of subdivision map approval. While park in-lieu fees are exempt from the reporting requirements included in the Mitigation Fee Act, these fees have separate Quimby Act reporting requirements, specifically:

1. The City must develop a schedule specifying the use of land or fees to develop park or recreational facilities to serve the residents of the subdivision.
2. Any Quimby fees collected must be committed within five years after the payment of the fees or the issuance of building permits on one-half of the lots created by the subdivision, whichever occurs later.
3. If not committed, the fees shall be distributed and paid to the record owners of the subdivision in the same proportion that the size of the lot bears to the total area of lots within the subdivision (Gov. Code section 66477(a)(6)).

Linkage Fees

Linkage fees are exactions for social needs indirectly related to development projects. The City of Belmont assesses one linkage fee –Affordable Housing Commercial Linkage Fee. While these are linkage fees, they are included in this report with reporting requirements under the Mitigation Fee Act for informational purposes and to make sure that information is available in the event that a court rules in the future that linkage fees are subject to the reporting requirements of the Mitigation Fee Act.

This report complies with requirements of the Mitigation Fee Act and the Quimby Act outlined above.

Analysis

For FY 2024-25, the City of Belmont is required to report on the following two development impact fees, pursuant to the Mitigation Fee Act.

Park Improvement Impact Fees – The purpose of park impact fees is to ensure that the City can construct park and recreation facilities needed for the population growth created by new development. The Development Fees Annual Report (Exhibit A) includes current fee information, a summary of revenues and expenditures, and opening and closing fund balance for the Park Impact Fees Fund (Fund 342).

Transportation Impact Fees – The City of Belmont transportation impact fee program requires new development to contribute funding for future transportation system improvements. The Development Fees Annual Report (Exhibit A) includes current fee information, a summary of revenues and expenditures, and opening and closing fund balance for the Transportation Impact Fee (Fund 237) in which the transportation impact fees are accounted for.

The Council is asked to make the following findings regarding both the Park Improvement and Transportation Impact Fees collected but not expended – these findings are detailed in the resolution provided as Attachment A:

1. Development impact fees are collected to mitigate direct and indirect impacts from development.
2. These funds are expended in a timely manner to fund continued improvements to public facilities related to the increased demand on the facilities resulting from development.
3. There is a reasonable relationship between these impact fees and their purpose.
4. These impact fees continue to be required to fund applicable improvements, and as such, these fees will continue to be collected for utilization solely for their intended purpose.

For FY 2024-25, Belmont is providing financial reporting information for four in-lieu and linkage fees:
Housing Mitigation Fees – Housing mitigation fees include both the inclusionary housing in-lieu fee, and the affordable housing commercial linkage fee. The purpose of the housing mitigation fees is to mitigate the burdens created by new residential and non-residential development projects on the need for extremely low, very low, low, and moderate-income housing. The Development Fees Annual Report (Exhibit A) includes current fee information, a summary of revenues and expenditures, and opening and closing fund balance for the Inclusionary Housing Fund (Fund 277), in which the inclusionary housing in-lieu fee and affordable housing commercial linkage fee are accounted for.

The Council is asked to make the following findings regarding housing mitigation fees collected but not expended – these findings are detailed in the resolution provided as Attachment A:

1. Development impact fees are collected to mitigate direct and indirect impacts from development.
2. These funds are expended in a timely manner to fund continued improvements to public facilities related to the increased demand on the facilities resulting from development.
3. There is a reasonable relationship between these impact fees and their purpose.
4. These impact fees continue to be required to fund applicable improvements, and as such, these fees will continue to be collected for utilization solely for their intended purpose.

Park In-Lieu (Quimby) Fees
The park in-lieu fee program is offered in-lieu of the City's parkland dedication requirement for new residential subdivisions; this fee ensures that the City's existing ratio of parkland acreage to 1,000 residents is maintained when new subdivision development occurs. The Development Fees Annual Report (Exhibit A) includes current fee information, a summary of revenues and expenditures, and opening and closing fund balance for the Planned Park Fund (Fund 341) in which the park in-lieu fee are accounted for.

Public Art In-Lieu Fees – The City of Belmont adopted a public art requirement for private development so that development of cultural and artistic assets is financed by those whose development diminishes the availability of the community's resources for those opportunities and contributes to community urbanization. The City requires certain private development projects to contribute not less than one percent of the building development costs towards acquisition and installation of public art or contribute an equivalent amount to the City's public art in-lieu fund. The Development Fees Annual Report (Exhibit A) includes current fee information, a summary of revenues and expenditures, and opening and closing fund balance for the Public Art In-Lieu Fund (Fund 239) in which the public art in-lieu fee are accounted for.

Alternatives
1. Request additional information on Development Fees.

Attachments
A. Resolution
B. Exhibit A – Development Fees Annual Report FY 2024-25
C. Exhibit B – Public Improvement Project Expenditures Five-Year Plan

Fiscal Impact
☐ No Fiscal Impact

☒ Funding Source Confirmed: Receipt and use of development fees, as well as public improvement project expenditures five-year plan, are included as Exhibits to the Resolution.

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

*In accordance with Government Code Section 66006, this information was made available to the public. A notice of availability was published in a general circulation newspaper on November 7, 2025.

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT ACCEPTING THE ANNUAL REPORT ON RECEIPT AND USE OF DEVELOPMENT IMPACT FEES, IN-LIEU FEES, AND LINKAGE FEES FOR THE FISCAL YEAR ENDED JUNE 30, 2025 AND MAKING FINDINGS REGARDING DEVELOPMENT IMPACT FEES COLLECTED BUT NOT EXPENDED

WHEREAS, WHEREAS, Government Code Sections 66000 et seq., commonly known as the Mitigation Fee Act, regulate the imposition, collections, expenditure, and reporting of development impact fees; and,

WHEREAS, Government Code Section 66001 requires that certain information be made available to the public regarding development impact fees on an annual basis; and,

WHEREAS, Government Code Section 66001 requires the City Council to make findings describing the continuing need for impact fees every five years specifying the intended use of any unexpended impact fees; and,

WHEREAS, the City of Belmont assesses two development impact fees subject to Mitigation Fee Act reporting requirements – Park Impact Fee and Transportation Impact Fee; and,

WHEREAS, the City of Belmont also collects in-lieu fees and linkage fees, including Inclusionary Housing In-Lieu Fee, Public Art In-Lieu Fee, and Affordable Housing Commercial Linkage Fee; and,

WHEREAS, the City of Belmont adheres to the Mitigation Fee Act requirements for in-lieu fees and linkage fees in addition to development impact fees; and,

WHEREAS, the City Council of the City of Belmont has read and considered the Development Impact Fees, In-Lieu Fees, and Linkage Fees Annual Report for the Year Ended June 30, 2025, and all accompanying attachments.

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

SECTION 1. Acceptance of this report is not a project subject to CEQA review because it is an organizational or administrative activity that will not result in direct or indirect physical changes to the environment pursuant to CEQA Guidelines section 15378(b)(5).

SECTION 2. The City Council accepts the Development Impact Fees, In-Lieu Fees, and Linkage Fees Annual Report for the Year Ended June 30, 2025, included as Exhibit A to this resolution.

SECTION 3. Based on the Report and the schedule for expenditure of improvements attached as Exhibit B to this resolution, the City Council makes the following findings with regard to the development impact fees and linkage fees collected but not expended in Fiscal Year 2024-25 and listed below:

Park Improvement Impact Fee

1. This fee is used to develop parkland and parkland improvements that are necessary to serve new development.
2. There is a reasonable relationship between the fee and its purpose, because the amount of the fee is determined based on the need for parkland and parkland improvements that will be generated by new development.
3. The sources and amounts of funding anticipated to complete the planned projects are shown in Exhibit B.
4. The approximate dates on which the necessary funding is expected to be deposited are shown in Exhibit B.

Transportation Impact Fee

1. This fee is used to develop transportation and transportation improvements that are necessary to serve new development.
2. There is a reasonable relationship between the fee and its purpose, because the amount of the fee is determined based on the need for transportation and transportation improvements that will be generated by new development.
3. The sources and amounts of funding anticipated to complete the planned projects are shown in Exhibit B.
4. The approximate dates on which the necessary funding is expected to be deposited are shown in Exhibit B.

Affordable Housing Commercial Linkage Fee

1. This fee will be used to support affordable housing that are necessary in order to serve new development.
2. There is a reasonable relationship between the fee and its purpose, because the amount of the fee is determined based upon the anticipated need for affordable housing that will be generated by new commercial development.
3. The sources and amounts of funding expected to complete the anticipated projects are shown in Exhibit B.
4. The approximate dates on which the necessary funding is expected to be deposited are shown in Exhibit B.

* * *

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

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A

City of Belmont
Annual Report on Park Impact Fees (Fund 342)
Fiscal Year Ending June 30, 2025

Purpose and Authority for Collection

The purpose of park impact fees is to ensure that the City can construct park and recreation facilities needed for the population growth created by new development. Existing park and recreational facilities are insufficient in number, size, location, and the kinds of recreational opportunities which they present to meet the needs of both the City's existing and projected service population. The City's goal is to provide five acres of neighborhood and community park facilities for every one thousand new residents, consistent with the City's General Plan and the Park's and Open Space Master Plan. City Council Resolution 2014-148, adopted October 28, 2014, authorizes assessment of Park Impact Fees in connection with the issuance of any building permit for residential or non-residential development within the City of Belmont.

Fee Enactment	10/28/2014
Initial Fee Collection	FY 2016-17
Amount of Fee FY 2024-25	
Residential Development (fee per dwelling unit):	
Single-Family Detached Housing	$14,783
Single-Family Attached Housing	$14,783
Multifamily Housing	$9,856
Second Dwelling Unit	Varies in proportion to size of primary residence.
Non-Residential Development (per square foot):	
Retail & Other Commercial	$2.67
Office	$0.80
Industrial	$1.07
Lodging, per room	$481.24
BEGINNING BALANCE, 7/1/2024	$680,057

Revenues		
Fees Collected	$	392,363
Interest Earned	$	30,470
TOTAL REVENUES	$	422,833
Expenditures		
Capital Improvements	$	19,675
TOTAL EXPENDITURES	$	19,675
Ending Fund Balance, 6/30/2025	$	1,083,216
Other Commitments/Appropriations	$	166,667
Remaining Ending Fund Balance, 6/30/2025	$	916,549

Exhibit A

City of Belmont
Annual Report on Transportation Impact Fees (Fund 237)
Fiscal Year Ending June 30, 2025

Purpose and Authority for Collection

The purpose of the transportation impact improvement fee is to mitigate the negative impacts that new development has on the citywide transportation system and to accommodate construction of new transportation infrastructure that expands and upgrades the Belmont transportation system. The transportation impact fee program requires new development to contribute funding for future transportation system improvements in Belmont that will maintain the existing proportionate levels of investment in the City's transportation infrastructure. City Council resolution No. 2020-103, adopted on November 24, 2020, authorizes assessment of Transportation Impact Fees in connection with the issuance of any building permit for residential or non-residential development within the City of Belmont.

Fee Enactment	1/25/2021
Initial Fee Collection	FY 2021-22
Amount of Fee FY 2024-25	
Residential Mitigation and In-Lieu Fees (fee per square foot):	
Single-Family Detached Housing	$7,989.49
Single-Family Attached Housing	$7,989.49
Multifamily Housing	$6,201.01
Second Dwelling Unit	Varies in proportion to size of primary residence.
Non-Residential Mitigation Fees (per square foot):	
Retail/commercial	$18.68
Office/Other	$12.46
Industrial	$5.19
Lodging, per room	$10,931.18
BEGINNING BALANCE, 7/1/2024	$100,420
Revenues	
Fees Collected	$402,964
Interest earned	$7,894
TOTAL REVENUES	$410,858
Expenditures	
Capital Improvements	$ -
TOTAL EXPENDITURES	$ -
Ending Fund Balance, 6/30/2025	$511,278

Exhibit A

City of Belmont
Annual Report on Housing Mitigation Fees (Fund 277)
Fiscal Year Ending June 30, 2025

Purpose and Authority for Collection

The purpose of the housing mitigation fees is to mitigate the burdens created by new residential and non-residential development projects on the need for extremely low, very low, low, and moderate-income housing. All housing mitigation fees collected shall be deposited into the City's Inclusionary Housing Fund to be used to increase and preserve the supply of housing affordable to households of extremely low, very low, low, median, and moderate incomes (including necessary administrative costs). City Council Resolution 2017-005, adopted January 10, 2017, authorizes assessment of a Housing Impact Fee in connection with the issuance of any building permit for residential or non-residential development within the City of Belmont, consistent with the affordable housing goals, objectives, policies and programs of the City's Housing Element. Belmont Ordinance 2017-1115, adopted January 24, 2017, created Section 29 of the Belmont Zoning Ordinance which establishes inclusionary housing requirements and provides for payment of housing impact fees in-lieu of housing units for certain projects.

Fee Enactment	1/10/2017
Initial Fee Collection	FY 2017-18
Amount of Fee FY 2024-25	
Residential Mitigation and In-Lieu Fees (fee per square foot):	
Single-Family Detached Housing	$24.19
Single-Family Attached Housing	$24.19
Multifamily Housing	$24.19
Second Dwelling Unit	$0.00
Non-Residential Mitigation Fees (per square foot):	
Retail/commercial	$6.10
Office/Industrial/Other	$14.65
Hotel	$4.89
BEGINNING BALANCE, 7/1/2024	$3,254,215
Revenues	
Inclusionary Housing Fees	$180,503
Commercial Linkage Fees	$ -
Interest Earned	$106,007
TOTAL REVENUES	$286,510
Expenditures	
Loans or Other Project Subsidies	$ -
TOTAL EXPENDITURES	$ -
Ending Fund Balance, 6/30/2025	$3,540,725

* Total Fund Balance Includes Affordable Housing Loans Receivable Totaling $2,437,478.

Exhibit A

City of Belmont
Annual Report on Park In-Lieu Fees (Fund 341)
Fiscal Year Ending June 30, 2025

Purpose and Authority for Collection

The Quimby Act allows California jurisdictions to establish parkland dedication requirements for new subdivisions of land. Pursuant to Belmont City Code Chapter 17, Article IV, *Parkland Dedication Requirements and In-Lieu Fees* , Developers wishing to create new residential parcels may meet the Quimby Act requirements either through direct land dedication, or payment of an equivalent in-lieu fee. The equivalent in-lieu fee level is calculated based on the parkland service standard per 1,000 residents, current per-acre land values, and number of persons per household. Revenue shall be used to acquire parkland or fund park improvements.

Fee Enactment	10/28/2014
Initial Fee Collection	FY 2014-15

Amount of Fee FY 2024-25

Residential Subdivision (fee per dwelling unit):	
Single-Family Detached Housing	$41,043
Single-Family Attached Housing	$41,043
Multifamily Housing	$27,362

BEGINNING BALANCE, 7/1/2024		$1,084,416
Revenues		
In-Lieu Fees Collected	$	35,393
Interest Earned	$	35,086
TOTAL REVENUES	$	70,479
Expenditures		
Debt Service Principal	$	596,729
Interest and Fiscal Charges	$	71,271
Administrative Support	$	4,062
Capital Improvements	$	344
TOTAL EXPENDITURES	$	672,406
Ending Fund Balance, 6/30/2025	$	482,489

Exhibit A

City of Belmont
Annual Report on Public Art In-Lieu Fees (Fund 239)
Fiscal Year Ending June 30, 2025

Purpose and Authority for Collection

The City of Belmont adopted a public art requirement for private development so that development of cultural and artistic assets are financed by those whose development diminishes the availability of the community's resources for those opportunities and contributes to community urbanization. Through the inclusion of public art or payment of an in lieu fee, developers of private land uses help to address at least a portion of the impact of their developments on aesthetics. The City requires certain private development projects to contribute not less than one percent of the building development costs towards acquisition and installation of public art, or contribute an equivalent amount to the City's public art in-lieu fund.

Fee Enactment	1/7/2020
Initial Fee Collection	FY 2021-22

Amount of Fee FY 2024-25

Non-residential or Mixed Use Development equal to or greater than 10,000 s.f.	1%
Residential development of 5 or more new dwelling units	1%

BEGINNING BALANCE, 7/1/2024	$	420,235
Revenues		
In-Lieu Fees Collected	$	-
Interest Earned	$	17,535
TOTAL REVENUES	$	17,535
Expenditures		
Capital Improvements	$	-
TOTAL EXPENDITURES	$	-
Ending Fund Balance, 6/30/2025	$	437,770

Exhibit B

City of Belmont
Public Improvement Project Expenditures Related to the Mitigation Fee Act and Quimby Act
FY 2025-26 Capital Improvement Project Budget Five-Year Plan

Fund	Project	Description (See Note)	Funding Sources	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30
239	3243	Wayfinding Signage Program	Public Art In-Lieu	$ 200,000	$ 70,000			
	8114	Public Art Installation	Public Art In-Lieu	50,000	100,000			
342	8033	Open Space Trail Improvements	Park Impact			$ 18,000	$ 18,000	$ 18,000
	8059	McDougal Field Improvements	Park Impact	$ 100,000				
	8130	Meadow Stage Rebuild	Park Impact	$ 150,000				
	8131	Hallmark Park Pathway (PROS Plan)	Park Impact	$ 150,000				
	8132	Oak Knoll Play Amenity (PROS Plan)	Park Impact	$ 230,000				
277	n/a	Affordable Housing Development Contributions	Housing Mitigation	*Fee Expenditures subject to project negotiations and City Council approval; All Housing Mitigation Fees will be spend over the next five years.*				

Note: Details about each of these projects can be found in the five-year capital improvement program section of the City's FY 2025-26 Adopted Budget.

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Dino Francesconi, Chief Building Official, (650)-595-7450, dfrancesconi@belmont.gov
Agenda Title:	Local Amendments to 2025 California Building Standards Codes
Agenda Action:	Ordinance

Recommendation

(1) Conduct a Public Hearing; and,
(2) Adopt a Resolution making express findings that modifications to the 2025 California Building, Plumbing, Residential and Wildland-Urban Interface Codes are reasonably necessary due to local conditions.
(3) Sitting as the City Council, adopt an ordinance adopting the 2025 California Building, Plumbing, Mechanical, Electrical, Residential and Wildland-Urban Interface Codes by reference with local amendments, designating fire hazard severity zones, amending City Code administrative and enforcement provisions, and ratifying Fire Code amendments by San Mateo Consolidated Fire Department applicable in the city.
(4) Sitting as the Board of Directors for the Belmont Fire Protection District, adopt an ordinance ratifying the 2025 Fire Code and Wildland-Urban Interface Code amendments by San Mateo Consolidated Fire Department applicable in the District's unincorporated areas and designating fire hazard severity zones.

Strategic Focus

Public Safety

Background

On January 1, 2026, the 2025 California Building Standards Code, a set of building regulations primarily contained in California Code of Regulations (CCR) Title 24, will go into effect. These regulations, which include the California Building, Residential, Electrical, Mechanical, Plumbing, Fire and Wildland-Urban Interface Codes, are applicable to all occupancies in all cities and counties whether or not a local agency takes affirmative steps to adopt the codes.

The California Wildland-Urban Interface Code (WUI Code) is a new addition to the California Building Standards Code in 2025, replacing Chapter 49 of the California Fire Code, Section 337 of the California Residential Code and Chapter 7A of the California Building Code. The California WUI is based on the International Wildland-Urban Interface Code which has evolved over the years to address the growing threat of wildfires. The International WUI was initially developed in 2008 and has undergone multiple revisions to incorporate the latest scientific and construction methods. The California WUI Code is a collaboration between the California Building Standards Commission and the office of the State Fire Marshal, ensuring that the code reflects the latest research and engineering advancements.

Up until this year, local agencies could amend the California Building Standards Codes if they made findings that the amendments are necessary to address local climatic, geological, or topographical conditions. However, with the enactment of AB 130, between October 1, 2025, to June 1, 2031, local agencies are generally prohibited from adopting local amendments to the current codes that apply to residential units unless certain conditions are met, which include that the amendments are: (1) substantially equivalent to modifications previously made and in effect as of September 30, 2025, or (2) relate to home hardening. All of the amendments to the proposed amendments to the 2025 codes fall into one or both of the above exceptions.

The City of Belmont is part of the Silicon Valley Uniform Code Adoption and Interpretation Program, which strives to achieve uniformity among the local jurisdictions in the enforcement of the codes. To that end, minimizing the number of amendments to the state codes is the prime goal. Staff has carefully vetted the proposed amendments to ensure they continue to be necessary to address local conditions unique to our region on the San Francisco Peninsula.

This year as in previous years, the San Mateo Consolidated Fire Department is taking the lead on adopting local amendments to the California Fire Code which will be applicable in the City upon ratification by the Council which action is included in the proposed ordinance. Because there is substantial overlap in the fire prevention and protection requirements in the Fire, Building, Residential and Wildland-Urban Interface Codes, the City and the Fire Department coordinate their respective local amendments to fire prevention and protection requirements in those codes. Similar to the City, the Fire Department seeks to achieve consistency with other local fire departments when amending the codes to address local conditions on the Peninsula.

Analysis

Local Amendments to the Codes

The amendments to the various building standards codes are summarized below.

Building Code (CBC) and Residential Code (CRC). The City, in coordination with the Fire Department, has traditionally adopted more stringent standards in the Building Code and Residential Code for building address visibility, fire sprinklers, standpipes, fire alarm and detection systems, and roof coverings which improve home hardening and emergency response to address local conditions that affect fire risk and prevention. The City has also adopted the patio roof cover provisions in CRC Appendix Chapter BF for unconditioned patio spaces, and the sound transmission provision in CRC Appendix Chapter BG and the swimming pools, spas, and hot tubs provision in CRC Appendix Chapter CI. The provision in Appendix Chapters BG and CI parallel requirements in the CBC adopted by state agencies for residential occupancies subject to the CBC.

All of the proposed amendments to the 2025 Building and Residential Codes continue amendments to the previous codes.

Plumbing, Mechanical and Electrical Codes. Nearly all of the amendments to these codes are administrative and do not affect building standards. The one exception is the addition of water hammer

prevention requirements to the Plumbing Code. This amendment to the Plumbing Code, and the administrative amendments to all three codes, continue the local amendments previously made to these codes.

Wildland-Urban Interface Code. As noted above, Belmont city staff coordinate amendments to the home hardening requirements in the Wildland-Urban Interface Code with the Fire Department. The 2025 amendments continue the Fire Department's policy of requiring occupancies in moderate and high fire hazard severity zones to comply with the requirements applicable in very high fire hazard severity zones. The amendments address hazardous trees, nonfire-smart vegetation, and trees within the required defensible space.

Fire Hazard Severity Zones

This spring, the State Fire Marshal issued maps recommending that certain areas within the City and Belmont Fire Protection District be designated as fire hazard severity zones, which the Fire Department subsequently designated by ordinance as recommended by the State Fire Marshal and the City ratified. The proposed city ordinance continues those designations and separately makes them by the City.

Belmont Fire Protection District. Because the Belmont Fire Protection District boundary extends beyond the city and includes unincorporated areas of the county, staff proposes that the Belmont Fire Protection District likewise continue those designations and separately make them by the District by adopting the proposed District ordinance.

Administration and Enforcement of City Code

The proposed amendments to the City Code administrative and enforcement provision: 1) reconcile inconsistent enforcement provisions in Chapter 7 applicable to the building codes, 2) consolidate those enforcement provisions into the general enforcement provisions in Chapter 1 applicable to the whole code, and 3) update and revise the provisions in Chapter 1. In general, the amendments are intended to provide flexibility in enforcement mechanisms and maximize the range of allowable administrative, civil, and criminal fine and penalty amounts to provide remedy options appropriate to the circumstances. Resorting to these kinds of formal remedies are rare, and while staff anticipates that will continue to be the case, staff recommends the amendments to ensure appropriate enforcement tools are available when needed.

Ratification of San Mateo Consolidated Fire Department 2025 Fire Code and WUI Code Amendments

As indicated in the discussion above of the amendments to the Building and Residential Codes, the San Mateo Consolidated Fire Department has prepared amendments to the 2025 Fire Code that track amendments previously made to the Fire Code. Upon ratification by the City Council, these amendments will apply in the City. The proposed ordinance includes this ratification. The Fire Department has also prepared amendments to the 2025 California Wildland-Urban Interface Code that carry forward amendments previously made to the international code and Chapter 49 of the California Fire Code, Section 337 of the California Residential Code and Chapter 7A of the California Building Code and that promote home hardening. As the City is separately adopting its own WUI Code amendments, it is unnecessary for the Council to also ratify the Fire Department's WUI code amendments.

Belmont Fire Protection District. Upon ratification by the District, the Fire Department amendments to the Fire and WUI Codes will apply in the District's unincorporated areas. The separate District ordinance includes this ratification.

CEQA

Adoption of an ordinance and resolution regarding Building and Fire Codes is exempt from the requirements of the California Environmental Quality Act (CEQA) under Title 14 of the California Code of Regulations, Section 15061(b)(3), in that it is not a Project which has the potential for causing a significant effect on the environment.

Alternatives

1. Direct any questions to staff for additional research and response.

Attachments

A. Resolution
B. Ordinance
C. BFPD Ordinance

Fiscal Impact

☒ No Fiscal Impact
☐ Funding Source Confirmed:

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

*The City placed a public notice in the Examiner/Redwood City Tribune (local newspaper of general circulation) as required for the November 25, 2025 City Council Public Hearing.

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT MAKING EXPRESS FINDINGS THAT MODIFICATIONS TO THE 2025 CALIFORNIA BUILDING, PLUMBING, RESIDENTIAL AND WILDLAND-URBAN INTERFACE CODES ARE REASONABLY NECESSARY DUE TO LOCAL CONDITIONS

WHEREAS, on October 28, 2025, the City Council introduced an ordinance adopting and amending the 2025 California Building, Residential, Mechanical, Plumbing, Electrical and Wildland-Urban Interface Codes including amendments to building standards contained in the Building, Residential, Plumbing and Wildland-Urban Interface Codes, and ratifying the San Mateo Consolidated Fire Department Fire Code adopting and amending the 2025 California Fire Code; and,

WHEREAS, on November 25, 2025, the City Council conducted a public hearing regarding adopting and amending the California Building, Residential, Mechanical, Plumbing, Electrical and Wildland-Urban Interface Codes, and San Mateo Consolidated Fire Department Fire Code adopting and amending the 2025 California Fire Code; and,

WHEREAS, California Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5 authorize the City to modify the building standards contained in the California Building Standards Code and other regulations adopted under Health and Safety Code Section 17922 if found by the City to be reasonably necessary because of local climatic, geologic, or topographic conditions; and,

WHEREAS, the City Council has considered the October 28, 2025 and November 25, 2025 staff reports discussing the proposed amendments to the building standards in the 2025 Building, Residential, Plumbing and Wildland-Urban Interface Codes and the presentations by staff, has considered the proposed ordinance containing the amendments attached to the report, and has reviewed the proposed findings attached to the report.

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

SECTION 1. Local Conditions Findings.

(a) The amendments to the 2025 California Building, Residential, Plumbing and Wildland-Urban Interface Codes are reasonably necessary because of local climatic, geological or topographical conditions.

(b) The City Council finds that the conditions listed in Attachment 1 attached hereto are, in fact, local climatic, geological and topographical conditions.

(c) The conditions listed in Attachment 1 make the amendments to the 2025 California Building Standards Code described in Attachment 1 and contained in the ordinance referenced above reasonably necessary for the reasons stated in Attachment 1 and in the October 28, 2025 and November 25, 2025 staff reports.

SECTION 2. AB 130 Findings.

(a) The amendments to the 2025 Building, Residential and Wildland-Urban Interface Codes for building address visibility, fire sprinklers, standpipes, fire alarm and detection systems, roof coverings, and compliance in moderate and high fire hazard severity zones with very high fire hazard severity zone requirements improve home hardening.

(b) All of the amendments to the 2025 Building, Residential and Plumbing Codes continue amendments previously adopted by Ordinance 2023-1169 and filed by the City and were in effect as of September 30, 2025.

* * *

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

Ayes:
Noes:
Absent:
Abstain:

ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

City of Belmont Resolution 2025 -
Attachment 1

Necessary Modifications to Building Standards in the 2025 California Building, Residential, Plumbing and Wildland Urban Interface Codes Due to Local Conditions

---

Introduction

City of Belmont Ordinance 2025-_____ contains amendments, deletions and additions to provisions reproduced in the 2025 California Building Code, Residential, Mechanical Code, Electrical Code, Plumbing Code and Wildland-Urban Interface Codes. The modifications to the building standards contained in Building, Residential, Plumbing and Wildland-Urban Interface codes are reasonably necessary because of the climatic, geologic, and topographic conditions found in the City of Belmont. In accordance with Health and Safety Code Sections 17958, 17958.5, 17958.7, and 18941.5, this document describes the climatic, geologic, and topographic conditions found in the City of Belmont and the specific modifications and the local conditions determined by the City of Belmont to make each modification to the building standards reasonably necessary.

Part I:
Local Conditions

A. Profile of the City Of Belmont

The City of Belmont is located in southern region of the San Mateo County. The City of San Mateo is to the north, Redwood City and Foster City to the east, and San Carlos and unincorporated areas of San Mateo County are to the south. The City encompasses an area of roughly 4.6 square miles, with a resident population of approximately 27,000. The City includes large tracks of open space found in the steep forested ridges and foothills in the western portions of the city. Highway 101 passes through the City near its eastern edge, and Interstate 280 passes by the City near its western edge.

B. Climatic, Geologic, and Topographic Conditions

The climatic, geologic, and topographic conditions found in the City of Belmont necessitate making modifications to the building standards in the 2025 California Building, Plumbing, Residential and Wildland-Uban-Interface Codes in order to provide a reasonable degree of fire and life safety in this community. These conditions are discussed in detail below.

1. Climatic Conditions.

The City of Belmont, on average, experiences an annual rainfall between 18 to 25 inches. This rainfall can be expected between October and April of each year. However, during the summer and early fall months there is little, if any, measurable precipitation. During this dry period, the temperatures are typically 70 to 90 degrees with high temperatures reaching 110 degrees. Winds vary from light to gusty with westerly winds averaging 10-15 mph and gusting in

excess of 40 mph year-round. Low humidity, high temperatures and gusting winds can move a fire quickly in the hillsides and canyon areas and can tax the capabilities of the urban design of the fire department. Lower water pressure in these areas also affects the abilities to quickly suppress any fires. These drying winds, mixed with the natural vegetation, which is dominant several areas the area, creates a hazardous fuel condition, which further create extensive grass and brushland fire risk. Unpredictable weather patterns bring intermittent drought and water rationing, causing dry vegetation and hazardous fire conditions. Weather patterns can go to the other extreme with heavy rains creating higher fuel load in the hillsides. With residential developments encroaching into these wooded and grass or brush covered areas, wind and terrain-driven fires could have severe consequences and place lives and properties at risk.

2. Geologic Conditions.

(a) Earthquakes. Seismically, the City sits adjacent the active San Andreas Fault, and is rated as a Seismic Zone 4. Seismic activity within the City occurs yearly with little or no damage, however in 1989, the Loma Prieta Earthquake caused substantial damage in the region (building collapses, fires, closure of main travel arteries, medical emergencies, etc.) from San Francisco to Santa Cruz. Within minutes of the quake, all emergency services were exhausted. Additionally, a large quake, greater than 6.7 magnitude is predicted along one of the major Bay Area Earthquake Faults before 2030. Landslide areas become a critical concern with seismic activity due to the possibility of liquefaction.

(b) Soil Conditions. The City of Belmont lies in the southern end of San Mateo County. The areas closest to the Bay are overlain by unconsolidated fine silty clay, known as Bay Mud, which varies in thickness from a few feet to as much as 30 feet. Bedrock lies beneath the area at depths generally 300 feet or more. The topography is essentially flat, dropping from an elevation of 800 feet to sea level. The slope of the city extends upwards on the western side. Slopes range from 0-degrees to more than 20-degrees on some streets.

3. Topographic Conditions.

(a) Hills. Much of the City is located in hills. The hilly terrain has influenced development to follow the path of least resistance, creating a meandering pattern. The development pattern includes lots of inconsistent size, and development is often set deeply back from the street. Water supply (domestic and fire flow) system is directly affected by the city's topography. The distribution system consists of "lift-zones," which carry the water to the public via conduits of water pipes from various reservoirs, storage tanks, and dammed areas. In these "lift-zones" the pressure and flows are adequate at the lower elevations of the zone, but as the elevation increase water flow can vary greatly. Such variations create predictable problems for fire suppression units.

The development pattern also does not lend itself to a good systematic street and road layout, which would promote easy traffic flow. Employment areas are located throughout the City, and the people who work in these complexes have added to the traffic congestion, thereby increasing fire apparatus response times. The City is served by only a few major cross-town thoroughfares, which tend to be heavily congested, primarily during commute hours and seasonal periods of the year. "Pass-through" vehicular traffic in the City, such as the areas of the Alameda

de Las Pulgas, Ralston Avenue, and El Camino Real, increase commute time traffic for East and West bound vehicular movement to US 101 and Interstate 280. This resulting vehicle congestion increases the response time of fire apparatus and other emergency vehicles.

(b) Vegetation. The hilly portions of the City contain trees, dense brush vegetation and a heavy growth of natural grasses that contribute to fuel-loading. Portions of the city sit adjacent to open space areas with similar vegetation profiles that are susceptible to wildland fires. In 2025, large sections of the City's western open space were recommended by the State Fire Marshal and designated by the City as moderate fire hazard severity zones under Government Code Section 51178 and 51179.

(c) Roads and Streets. The number of vehicle miles driven is steadily increasing despite limited growth. Many older streets are narrow and steep. The impact of additional planned developments and increased traffic flow will continue to create an effect on the delivery of fire protection services.

Part II:

Findings for Specific Modifications to Building Standards

A. 2025 California Building Code

1. Section 502 (Address Identification) – Local Conditions 3(a), (b), & (c)

Residential development in hilly terrain with meandering street patterns has led to inconsistent lot sizes and structure placement combined with significant vegetation. These conditions can often make identification of correct addresses difficult and can cause delay of emergency personnel in locating the correct address when responding to requests for emergency services. This amendment responds to these conditions by making address numbers larger for easier identification.

2. Section 903 (Automatic Sprinkler Systems) and Section 905 (Standpipes) – Local Conditions 1 & 3(a), (b), & (c)

This amendment brings the 2025 California Building Code in alignment with the amendment promulgated by the Belmont Fire Protection District. The experiences of several disastrous wildland-urban interface fires within Alameda, Santa Clara, Monterey, Sonoma and Contra Costa Counties have demonstrated the need for other fire protection features/regulations. While adoption of such regulations may not prevent the incidence of fire, their implementation reduce the severity and potential loss of life and property from those fires that do occur.

Automatic fire extinguishing systems (AFES) and standpipe systems are effective in confining, extinguishing, or aiding in the extinguishment of a fire, as well as reducing the amount of toxic gases and smoke generated by fire. They also allow people to safely evacuate the building and can confine the fire until emergency resources arrive at scene. An AFES throughout a structure serves to limit the loss of life and property. Inherent delays caused by the traffic patterns throughout the fire district make it necessary to mitigate this risk by requiring additional built-in

automatic fire protection and detection systems that provide early detection and initial control of fires until the arrival of the fire department.

3. Section 907.1.6 (Fire Alarm Certification) –Local Conditions 1, 3(a), (b), & (c)

New fire alarm systems are to be UL-Certified. A UL-certification (Underwriters Laboratory) certification of new fire alarm systems provides a system certification from a registered testing lab recognized by the NFPA (National Fire Protection Agency) and ICC (International Code Council). These amendments bring the 2025 California Building Code in alignment with the amendment promulgated by the San Mateo Consolidated Fire Department. The experiences from several major multi-story building fires within in the region have demonstrated the need for other fire protection features/regulations. While adoption of such regulations may not prevent the incidence of fire, their implementation reduces the severity and potential loss of life and property from those fires that do occur.

4. Appendix Chapter I (Patio Covers) – Local Condition 1

During the summer months, prevailing westerly winds from the Pacific Ocean move through the City of Belmont often in excess of 18 miles per hour. This condition can compromise the outdoor experience, even during periods of warm weather. In order to enjoy the sunshine and views, without the discomfort of the wind, many homeowners find a patio cover desirable. However, due to the percentage of fenestration, these structures would not meet the requirements of the energy code. As such a special category, which is not considered conditioned space, is necessary.

B. 2025 California Plumbing Code

1. Section 609.11.2 (Water Hammer) – Local Condition 3(a)

Water pressure in the City's hilly terrain varies depending on the location of a building relative to the adjacent topography and the proximity to the water pumps. Water hammer is a frequent problem that is detrimental to the supply system. The condition is especially acute at quick acting valves. The installation of air chambers has proven ineffectual in mitigating water hammer. Adoption of this code section addresses this condition.

C. 2025 California Residential Code

1. Section R309 (Automatic Sprinkler Systems) – Local Conditions 1 & 3(a), (b), & (c)

The experiences of several disastrous wildland-urban interface fires within the region have demonstrated the need for other fire protection features/regulations. While adoption of sprinkler regulations may not prevent the incidence of fire, their implementation reduces the severity and potential loss of life and property of these fires which do occur.

Automatic fire extinguishing systems (AFES) are effective in confining, extinguishing, or aiding in the extinguishment of a fire, as well as reducing the amount of toxic gases and smoke generated by fire. They also allow people to safely evacuate the building and can confine the fire until emergency resources arrive at scene. An AFES throughout a structure serves to limit the loss of life and property. Inherent delays caused by the traffic patterns throughout the fire district make

it necessary to mitigate this risk by requiring additional built-in automatic fire protection and detection systems that provide early detection and initial control of fires until the arrival of the fire department. This amendment aligns with the amendments promulgated by the San Mateo Consolidated Fire Department Fire Code for sprinkler systems in occupancies subject to the Residential Code.

2. Section R308 (Address Identification) - Local Conditions 3(a), (b), & (c)

Residential development in hilly terrain with meandering street patterns has led to inconsistent lot sizes and structure placement combined with significant vegetation. These conditions can often make identification of correct addresses difficult and can cause delay of emergency personnel in locating the correct address when responding to requests for emergency services. This amendment responds to these conditions by making address numbers larger for easier identification.

3. Section R902 (Roof Classifications) – Local Conditions 1, 2(a), 2(b), 3(a), (b), & (c)

The combination of light and gusty westerly winds and dry vegetation create hazardous fuel conditions during the summer and fall months. Additionally the proximity of the San Andreas Fault to residential occupancies and other occupancies creates a high probability of an earthquake causing damage to structures and fire suppression systems. Fire resistance roofs provide a passive protection system and gives occupants more time to exit and reduces fire spread between structures.

4. Appendix Chapter BF (Patio Covers) – Local Condition 1

During the summer months, prevailing westerly winds from the Pacific Ocean move through the City of Belmont often in excess of 18 miles per hour. This condition can compromise the outdoor experience, even during periods of warm weather. In order to enjoy the sunshine and views, without the discomfort of the wind, many homeowners find a patio cover desirable. However, due to the percentage of fenestration, these structures would not meet the requirements of the energy code. As such a special category, which is not considered conditioned space, is necessary.

5. Appendix Chapter AK (Sound Transmission) – Local Condition 3(a), (b), & (c)

The topography of the City of Belmont is such that development of tracts of single unit homes will be rare. The City is primarily built-out. Future development will consist of mixed-use occupancies and high-density housing. Secondary dwelling units will increase in popularity. Sound transmission controls have been excluded in the California Residential Code, although they are included in the California Building Code. The inclusion of this appendix in the CRC will allow enforcement of sound transmission controls in secondary dwelling units and duplexes.

6. Appendix Chapter AX (Swimming Pool Safety Act) – Local Condition 1

The City of Belmont enjoys a Mediterranean climate with temperatures that can reach 90 degrees Fahrenheit in the summer months. A popular form of outdoor recreation is the use of

swimming pools, spas, and hot tubs. The majority of pools in Belmont are located in single unit dwellings. However, the California Residential Code has not adopted the provisions of the Swimming Pool Safety Act, although they have been adopted in the California Building Code.

D. 2025 Wildland-Urban Interface Code

1. Section 303 (Local Wildland-Urban Interface Areas) and Section 603.4.2 (Trees) – Local Conditions 1 & 3(a), (b), & (c)

The experiences of several disastrous wildland-urban interface fires within the region have demonstrated the need for other fire protection features/regulations. Extension of fire safe development regulations and hazardous vegetation management requirements to moderate and high fire hazard severity zones will help prevent ignition of structure fires and spread of wildland fire and reduce fire severity and potential loss of life and property of these fires which do occur. These home hardening and defensible space requirements will help mitigate climatic conditions that can increase ignition risk and fire spread and topographical conditions that can slow emergency response and reduced water flows.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT ADOPTING THE 2025 CALIFORNIA BUILDING, PLUMBING, MECHANICAL, ELECTRICAL, RESIDENTIAL AND WILDLAND-URBAN INTERFACE CODES BY REFERENCE WITH LOCAL AMENDMENTS, DESIGNATING FIRE HAZARD SEVERITY ZONES, AMENDING BELMONT CITY CODE ADMINISTRATIVE AND ENFORCEMENT PROVISIONS, AND RATIFYING SAN MATEO CONSOLIDATED FIRE DEPARTMENT ORDINANCE 2025-003 ADOPTING AND AMENDING THE 2025 CALIFORNIA FIRE CODE

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

SECTION 1. REPEALS

All ordinances or parts of ordinances of the City of Belmont that are in conflict with this ordinance are repealed to the extent that they are in conflict with this ordinance.

SECTION 2. DRAFTING SYNTAX

Belmont City Code (BCC) section text is italicized in this ordinance to assist the reader in distinguishing between City of Belmont modifications to the California Building Standards Code and the City Code section text adopting the modifications.

For each section of the California Building Standards Code that is modified in part by the City of Belmont, whole subsections that are not modified are indicated by the subsection number followed by "{text not modified}"with the appropriate acronym for the specific code, which is to be codified as written. Each subsection that is deleted in its entirety by the City of Belmont is indicated by the subsection number followed by "- deleted".

SECTION 3. BCC § 1-8 AMENDED

(a) It is unlawful for any person to violate any provision or to fail to comply with any of the mandatory requirements of this code or a city ordinance.

(b) Violation of any provision or failure to comply with any mandatory requirement of this code or a city ordinance is a misdemeanor that may be charged and prosecuted as an infraction at the discretion of the city attorney.

(c) Each and every day during any portion of which any violation of any provision of this code or a city ordinance is committed, continued, or permitted is a separate offense.

(d) Each person convicted of a misdemeanor violation of this code or a city ordinance is punishable by a fine of not more than $1,000, or up to six months in jail, or both.

(e) Each person convicted of an violation determined to be an infraction is punishable by a fine in the maximum amount authorized by Government Code Section 36900.

(f) For each person convicted of an infraction, the city attorney may reduce the amount of an infraction fine in excess of $130 upon a showing by the responsible party that the responsible party has made a bona fide effort to comply after the first violation and that

payment of the full amount of the fine would impose an undue financial burden on the responsible party. A request to reduce the fine must be made in writing within 10 calendar days of the date the citation is issued and must be accompanied by clear and specific evidence of financial hardship and efforts to comply.

(g)(1) Any person or entity violating this code or a city ordinance is liable for a civil penalty of up to $1,000 per violation for each day such violation is committed or permitted to continue, which penalty shall be assessed and recovered in a civil action by the city attorney in any court of competent jurisdiction.

(2) In assessing the amount of the civil penalty, the Court shall consider any one or more of the relevant circumstances presented by any of the parties to the case, including but not limited to the following: the nature and seriousness of the misconduct or nuisance, the number of violations, the persistence of the misconduct or nuisance, the length of time over which the misconduct occurred or the nuisance continued, the willfulness of the defendant's misconduct, and the defendant's assets, liabilities, and net worth. In addition, such violations will not be deemed legally abated until the property owner makes full payment of the assessment of costs and fees awarded to the City under this code or any applicable State law.

(h) Any condition caused or permitted to exist in violation of a provision of this code is a public nuisance and may be summarily abated by the city attorney as such. In any action, administrative proceeding, or special proceeding brought by the city attorney to abate a public nuisance, the prevailing party is entitled to reasonable attorneys' fees in accordance with Government Code Section 38773.5. Recovery of attorneys' fees is limited as follows:

(1) To those actions or proceedings where the city elected to recover attorney's fees at the initiation of such actions or proceedings.

(2) The amount of attorneys' fees in any action, administrative action, or special proceeding awarded to a prevailing party may not exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding.

(i) The city attorney, in consultation with the city manager, is authorized to immediately commence an action or proceedings to abate and enjoin any condition or conduct declared by this code to be a nuisance, and to take such steps and apply to such courts of appropriate jurisdiction to grant such relief as will abate the nuisance and restrain any person from creating or maintaining such nuisances. The city attorney may in any such action combine and pursue any other remedy provided for in this section for abatement of a nuisance and violation of this code.

(j) The remedies in this section for violation of this code or a city ordinance are cumulative, not exclusive, and in addition to any other remedies that may be available to the city in law or equity.

(k) Nothing herein is intended to create a mandatory duty on the city or any city official to enforce this code or to seek any particular remedy for a violation or nuisance.

(j) Nothing in this chapter is intended to create a private right of action for the enforcement of this code or city ordinances or regulations.

SECTION 4. BCC § 7-1 REPEALED

Belmont City Code Section 7-1 (definition of zoning ordinance) is repealed.

SECTION 5. BCC § 7-1 ADDED

Belmont City Code Section 7-1 is added to read:

Sec. 7-1 Administration and Enforcement of Building Standards Codes

(a) The city building official is authorized and responsible for administration and enforcement of the California Building Standards Codes as adopted and amended by the City.

(b) The San Mateo Consolidated Fire Department (SMCFD), exercising the powers of the Belmont Fire Protection District in accordance with the joint exercise of powers agreement between the City of San Mateo, the City of Foster City/Estero Municipal Improvement District and the Belmont Fire Protection District, is designated the fire authority for the City of Belmont. The enforcement of the fire and panic safety regulations for all occupancies in the California Fire Code as adopted with local amendments by SMCFD and ratified by the City of Belmont is delegated to the chief of SMCFD. The chief and building official are to coordinate administration and enforcement of the codes as appropriate.

SECTION 6. BCC SECTION 7-3 AMENDED

Belmont City Code Section 7-3 is amended to read:

Sec. 7-3 Violations

(a) It is unlawful for any person to violate, cause or permit a violation of any provision of any code adopted or made applicable in the city by article IV.

(b) A violation of a code adopted or made applicable as provided in subsection (a) is a misdemeanor that may be charged and prosecuted as an infraction at the discretion of the city attorney.

(c) Any building or structure erected, constructed, altered, enlarged, converted, moved or maintained contrary to the provisions of this chapter or any of the regulations adopted by reference by this chapter, and any land, building or premises established, conducted, operated or maintained contrary to the provisions of this chapter are declared unlawful and a public nuisance.

(d) A violation of a code adopted or made applicable as provided in subsection (a) may be remedied by the city by any means provided in section 1-8 and chapter 30 as well as by any other means available in law or equity.

SECTION 7. BCC SECTION 7-22 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-22 is amended to read:

Sec. 7-22 2025 California Building Code Adopted

The 2025 California Building Code (CBC), California Code of Regulations, Title 24, Part 2, adopting the 2024 International Building Code with necessary California amendments, is adopted by reference as the Building Code of the City of Belmont. The Office of the City Clerk is directed to maintain a copy of the 2025 CBC.

SECTION 8. BCC SECTION 7-23 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-23 is amended to read as follows:

Sec. 7-23 2025 CBC Appendix Chapters Adopted

(a) The following Appendix Chapter of the 2025 California Building Code is adopted: Appendix Chapter I (Patio Covers).

(b) The remaining Appendix Chapters are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction.

SECTION 9. BCC SECTION 7-24 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-24 is amended to read as follows:

Sec. 7-24 2025 CBC Chapter 1, Division II Adopted with Amendments

(a) Except for the sections set forth in subsection (b), the requirements reproduced in Chapter 1, Division II of the 2025 California Building Code are adopted by reference, and govern the administration of the Belmont Building Code. References to model codes in the adopted sections mean the corresponding California Codes as adopted by the City of Belmont.

(b) The following sections of Chapter 1, Division II of the 2025 California Building Code are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction: 101.1, 101.2, 102, 103, 104.8, and 114.3.

SECTION 10. BCC §7-25 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-25 is amended to read as follows:

Sec. 7-25 Numbering of Amendments to 2025 CBC

The 2025 California Building Code is amended as provided in Sections 7-25.502, 7-25.903, 7-25.905, and 7-25.907. The number to the right of the decimal point in these sections corresponds to the section in the 2025 California Building Code that is amended.

SECTION 11. BCC SECTION 7-25.502 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-25.502 is amended as follows:

Sec. 7-25.502 Amendment of 2025 CBC Section 502 (Building Address)

Section 502 of the 2025 California Building Code is amended by amending section

502.1 and adding sections 502.1.2. 502.1.3 and 502.1.4 to read:

502.1 Address Identification. New and existing buildings must have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers must contrast with their background. Address numbers must be Arabic numerals or alphabet letters. The numbers must be either internally or externally illuminated in all new construction and in all alterations greater than 50% of the original structure. Numbers must be as follows:

1. Minimum of ½ inch stroke by 4 inches high.

2. When the structure is 36 to 50 feet from the street or fire district access a minimum of ½ inch stroke by 9 inches high is required.

3. When the structure is more than 50 feet from the street or fire apparatus access, a minimum of 1 inch stroke by 12 inches high is required.

502.1.1 Multi -Tenant Buildings. Numbers or letters must be designated on all occupancies within a building. Size must be ½ inch stroke by 4 inches high and on a contrasting background. Directional address numbers or letters must be provided. The addresses or numbers must be visible from the street posted at a minimum height of 5 feet, 6 inches above the finished floor, must be visible from the street and must be either internally or externally illuminated in all new construction.

502.1.2 Multiple buildings on one site. Where multiple buildings on one property cannot be viewed from the public way, a monument sign, or other signs or other approved means must be used to identify the entry to the given structure. Address identification must be maintained on each of the buildings within the site.

502.1.3 Rear Addressing. When required by the chief, approved numbers or addresses must be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size must comply with 502.1.

SECTION 12. BCC SECTION 7-25.903 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-25.903 is amended as follows:

Sec. 7-25.903 Amendment of 2025 CBC Section 903 (Automatic Sprinkler Systems)

Section 903 of the 2025 California Building Code is amended to read:

903.1 through 903.1.1 {CBC text not modified}

903.2 Where required. Approved automatic sprinkler systems must be installed throughout all new buildings unless the structure does not require a building permit.

Exception: Detached Group U occupancies separated from structures in accordance with Table 705.5 of the California Building Code.

903.2.1 through 903.2.10 - deleted

903.2.11 through 903.2.21 {CBC text not modified}

903.2.22 Existing buildings and structures. Proposed addition, alterations or fire repairs in existing non-sprinklered buildings over a three-year period exceeding 50% of the original gross floor area square footage must require the entire building to be installed with an automatic fire sprinkler system as follows:

1. Any additions that increase the existing gross floor area by more than 50% require the entire building to be installed with an automatic fire sprinkler system.

2. Any combination of additions, alterations and/or fire repairs to more than 50% of the existing gross building area requires the entire existing building to be installed with an automatic fire sprinkler system. For purposes of this section, alterations only apply to the building area if they increase the size of the fire area of the room or space. See the Policy Manual for further guidance.

3. Any addition, alteration or repair within a building that contains an automatic fire sprinkler system must have the automatic fire sprinkler system extended or modified to the area of proposed work.

4. Any change in use or occupancy creating a more hazardous fire or life safety condition, as determined by the Fire Code Official requires that an automatic fire sprinkler system be installed. For purposes of this section, the relative hazard category must be in accordance with table 903.2.22 based on table 1011.5 of the California Existing Building Code.

Table 903.2.22

Relative Hazard	Occupancy Class
1 (Highest Hazard)	H (not allowed)
2	I-2; I-3; I-4 (not allowed)
3	A; C; E; M; R-1; R-2; R-4
4	B; F-1; R-3; R-4, S-1
5 (Lowest Hazard)	F-2; S-2; U

Exceptions:

1. Seismic or accessibility improvements

2. Any exemption otherwise allowable under the Fire Code, as adopted by the San Mateo Consolidated Fire Department at the discretion of the Fire Marshal.

3. Exterior improvements and work not requiring permits as provided in the Building Code.

4. Detached Group U occupancies or detached carports less than 400 square feet.

5. Work requiring only a mechanical, electrical, plumbing and/or demolition permit.

6. Group R-3.1 occupancies unless already containing a fire sprinkler system.

903.3 through 903.3.1.2.3 {CBC text not modified}

903.3.1.3 NFPA 13D sprinkler systems. Automatic Sprinkler systems installed in one- and two-family dwellings; Group R-3; and townhouses may be installed throughout in accordance with NFPA 13D as amended in Chapter 35. NFPA 13D sprinkler systems must comply with section 903.4.2 Alarms.

903.3.2 through 903.4.2 {CBC text not modified}

903.4.3 Alarms. One approved audible and visual devices must be connected to every automatic sprinkler system at an approved location. The sprinkler water-flow alarm devices must be activated by waterflow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system must actuate the building fire alarm system.

903.5 {CBC text not modified}

SECTION 13. BCC § 7-25.905 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-25.905 is amended as follows:

Sec. 7-25.905 Amendment of 2025 CBC Section 905 (Standpipe Systems)

Section 905 of the 2025 California Building Code is amended to read:

905.1 through 905.3 {CBC text not modified}

905.3.1 Height. {CBC text not modified}

1. {CBC text not modified}

2. Buildings that are more than 2 stories in height.

3. {CBC text not modified}

4. {CBC text not modified}

Exceptions: 1 – 6.2 {CBC text not modified}

905.3.2 through 905.11 {CBC text not modified}

SECTION 14. BCC § 7-25.907 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-25.907 is amended as follows:

Sec. 7-25.907 Amendment of 2025 CBC Section 907 (Fire Alarm and Detection Systems)

Section 907 of the 2025 California Building Code is amended to read:

907.1 through 907.1.5 {CBC text not modified}

907.1.6 Fire Alarm Certification. New fire alarm systems must be UL-Certified. A Certificate of Completion and other documentation as listed in NFPA 72 must be provided for all new fire alarm system installations. It is the responsibility of the building owner or owner's representative to obtain and maintain a current and valid Certificate. The protected premise must be issued a UUFX type certification from Underwriters Laboratories (UL).

907.1.6.1 Posting of Certificate. The UL certificate required in section 907.1.6 must be posted in a durable transparent cover within 3 feet of the fire alarm control panel within 45 days of the final acceptance test/inspection.

907.2 through 907.8 {CBC text not modified}

SECTION 15. BCC SECTION 7-25.1009 REPEALED

Effective January 1, 2026, Belmont City Code Section 7-25.1009 is repealed.

SECTION 16. BCC § 7-32 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-32 is amended to read:

Sec. 7-32 2025 California Residential Code Adopted

The building standards in the 2025 California Residential Code (CRC), California Code of Regulations, Title 24, Part 2.5, adopting the 2024 International Residential Code with necessary California amendments, is adopted by reference as the Residential Code of the City of Belmont. The Office of the City Clerk is directed to maintain a copy of the 2025 CRC.

SECTION 17. BCC § 7-33 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-33 is amended to read as follows:

Sec. 7-33 2025 CRC Appendix Chapters Adopted

(a) The following Appendix Chapters of the 2025 California Residential Code are adopted: Appendix Chapters BF (Patio Covers), AK (Sound Transmission) and AX (Swimming Pool Safety Act).

(b) The remaining Appendix Chapters are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction.

SECTION 18. BCC § 7-34 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-34 is amended to read as follows:

Sec. 7-34 2025 CRC Chapter 1, Division II Adopted with Amendments

(a) Except for the sections set forth in subsection (b), the requirements reproduced in Chapter 1, Division II of the 2025 California Residential Code are adopted by reference, and govern the administration of the Belmont Residential Code. References to model codes in the adopted sections mean the corresponding California Codes as adopted by the City of Belmont.

(b) The following sections of Chapter 1, Division II of the 2025 California Residential Code are not adopted: R101, R103, R104.8, R104.8.1, R112.3, and R112.4.

SECTION 19. BCC SECTION 7-35 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-35 is amended to read:

Sec. 7-35 Numbering of Amendments to 2025 CRC

The 2025 California Residential Code is amended as provided in Sections 7-35.R308, 7-35.R309, and 7-35.R902. The number to the right of the decimal point in these sections corresponds to the section in the 2025 California Residential Code that is amended.

SECTION 20. BCC SECTION 7-35.R308 ADDED

Effective January 1, 2026, Belmont City Code Section 7-35.R308 is added to read:

Sec. 7-35.R308 Amendment to 2025 CRC Section R308 (Site Address)

Section R308 of the 2025 California Residential Code is amended to read:

SECTION R308
SITE ADDRESS

R308.1 Address identification. New and existing buildings must have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible from the street or road fronting the property. These numbers must contrast with their background. Address numbers must be Arabic numerals or alphabet letters. The numbers must be either internally or externally illuminated in all new construction and in all alterations greater than 50% of the original structure. Numbers must be as follows:

1. Minimum of ½ inch stroke by 4 inches high.

2. When the structure is 36 to 50 feet from the street or fire department access a minimum ½ inch stroke by 9 inches high is required.

3. When the structure is more than 50 feet from the street or fire apparatus access, a minimum of 1 inch stroke by 12 inches high is required.

R308.1.1 Multi-tenant buildings. Numbers or letters must be designated on all occupancies within a building. Size must be ½ inch stroke by 4 inches high and on a contrasting background. Directional address numbers or letters must be provided. The addresses or numbers must be visible from the street posted at a minimum height of 5 feet, 6 inches above the finished floor, must be visible from the street and must be either internally or externally illuminated in all new construction.

R308.1.2 Multiple buildings on one site. Where multiple buildings on one property are accessed by the means of a private road, and the buildings cannot be viewed from the public way, a monument sign, or other signs or other approved means must be used to identify the structure. Address identification must be maintained on each of the buildings within the site.

R308.1.3 Rear addressing. When required by the chief, approved numbers or addresses must be placed on all new and existing buildings in such a position as to be plainly visible and legible from the fire apparatus road at the back of a property or where rear parking lots or alleys provide an acceptable vehicular access. Number stroke and size must comply with CBC 502.1.

SECTION 21. BCC SECTION 7-35.R309 ADDED

Effective January 1, 2026, Belmont City Code Section 7-35.R309 is added to read:

Sec. 7-35.R309 Amendment of 2025 CRC Section R309 (Automatic Fire Sprinkler Systems)

Section R309 of the 2025 California Residential Code is amended to read:

R309.1 Townhouse and one- and two family dwelling automatic fire sprinkler systems. An automatic residential fire sprinkler system (ARFS) must be installed in townhouses, one-family and two-family dwellings throughout the entire building or structure as follows:

1. In new unit construction.

2. When additions, alterations or repairs are made to an existing building or structure.

3. When any change in use or occupancy occurs creates a more hazardous fire/life safety condition as determined by the Fire Code Official

Exceptions:

1. In an existing building or structure without an ARFS, additions, alterations, and repairs that when combined over a three year period total 50% or less the original floor area. For purposes of this exception, only alterations that increase the size of the fire area of the room or space are counted. See the San Mateo Consolidated Fire Department Fire Policy Manual for further guidance.

2. Seismic or accessibility improvements;

3. Any exemption required by law or otherwise allowable under the Fire Code as determined by the Code Official.

4. Exterior improvements and work not requiring permits as provided in the Building Code.

5. Detached Group U occupancies or detached carports less than 400 square feet.

6. Work requiring only a mechanical, electrical, plumbing and/or demolition permit.

7. Group R-3.1 occupancies unless already containing a fire sprinkler system.

8. An accessory dwelling unit to a single- or two family dwelling provided all of the following are met:

   8.1 The unit meets the definition of Accessory Dwelling Unit in Government Code Section 65852.2

   8.2 The existing primary residence does not have automatic fire sprinklers.

   8.3 The detached unit does not exceed 1,200 square feet.

   8.4 The unit is on the same lot as the primary residence.

R309.1.1 NFPA 13D sprinkler systems. Automatic Sprinkler systems installed in one- and two-family dwellings; Group R-3; and townhouses may be installed throughout in accordance with NFPA 13D as amended in Chapter 44. NFPA 13D sprinkler systems must comply with section R309.1.2 Alarms.

R309.1.2 Alarms. One approved audible and visual devices must be connected to every automatic sprinkler system at an approved location. The sprinkler water-flow alarm devices must be activated by waterflow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Where a fire alarm system is installed, actuation of the automatic sprinkler system must actuate the building fire alarm system.

R309.2 –R309.2.1 deleted.

R309.3 through R309.3.8.2 {CRC text not modified}

SECTION 22. BCC SECTION 7-35.R313 REPEALED

Effective January 1, 2026, Belmont City Code Section 7-35.R313 is repealed.

SECTION 23. BCC SECTION 7-35.R319 REPEALED

Effective January 1, 2026, Belmont City Code Section 7-35.R319 is repealed.

SECTION 24. BCC SECTION 7-35.R902 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-35.R902 is amended to read as follows:

Sec. 7-35. R902 Amendment to 2025 CRC Section R902 (Fire Classification)

Section R902 of the 2025 California Residential Code is amended to read:

R902.1 through R902.l.1 {CRC text not modified}

R902.1.2 Roof coverings in all other areas. The entire roof covering of every existing structure where more than 50 percent of the total roof area is replaced within any one-year period, the entire roof covering of every new structure, and any roof covering applied in the alteration, repair or replacement of the roof of every existing structure, must be a fire-retardant roof covering that is at least Class B.

R902.2 through R902.4 {CRC text not modified}

SECTION 25. BCC SECTION 7-42 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-42 is amended to read as follows:

Sec. 7-42 2025 California Electrical Code Adopted

The building standards in the 2025 California Electrical Code (CEC), California Code of Regulations, Title 24, Part 3, adopting the 2023 National Electrical Code of the National Fire Protection Associations with necessary California amendments, is adopted by reference as the Electrical Code of the City of Belmont. The Office of the City Clerk is directed to maintain a copy of the 2025 CEC.

SECTION 26. BCC SECTION 7-43 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-43 is amended to read as follows:

Sec. 7-43 Administrative Provisions

The administrative provisions in 2025 California Building Code, Chapter 1, Division II as adopted and amended by Section 7-24, govern the administration of the Belmont Electrical Code.

SECTION 27. BCC SECTION 7-52 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-52 is amended to read as follows:

Sec. 7-52 2025 California Mechanical Code Adopted

The building standards in the 2025 California Mechanical Code (CMC), California Code of Regulations, Title 24, Part 4, adopting the 2024 Uniform Mechanical Code with necessary California amendments, is adopted by reference as the Mechanical Code of the City of Belmont. The Office of the City Clerk is directed to maintain a copy of the 2025 CMC.

SECTION 28. BCC SECTION 7-53 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-53 is amended to read as follows:

Sec. 7-53 2025 CMC Appendix Chapters Adopted

(a) The following Appendix Chapters of the 2025 California Mechanical Code are adopted: (none).

(b) The remaining Appendix Chapters are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction.

SECTION 29. BCC SECTION 7-54 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-54 is amended to read as follows:

Sec. 7-54 2025 CMC Chapter 1, Division II Adopted with Amendments

(a) Except for the sections set forth in subsection (b), the requirements reproduced in Chapter 1, Division II of the 2025 California Mechanical Code are adopted by reference, and govern the administration of the Belmont Mechanical Code. References to model codes in the adopted sections mean the corresponding California Codes as adopted by the City of Belmont.

(b) The following sections of Chapter 1, Division II of the 2025 California Mechanical Code are not adopted unless adopted by a state agency: 101, 102.1, 103.2, and 106.3.

SECTION 30. BCC SECTION 7-55 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-55 is amended to read:

Sec. 7-55 Numbering of Amendments to 2025 CMC

The 2025 California Mechanical Code is amended as provided in Section 7-55.T104.5. The number to the right of the decimal point in these sections corresponds to the section in the 2025 California Mechanical Code that is amended.

SECTION 31. BCC SECTION 7-55.T104.5 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-55.T104.5 is amend to read:

Sec. 7-55.T104.5 Amendment of 2025 CMC Table 104.5 (Mechanical Permit Fees)

Table 104.5 of the 2025 California Mechanical Code is amended to read:

Table 104.5. Mechanical permit fees are as set forth on the City's Master Fee Schedule.

SECTION 32. BCC SECTION 7-62 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-62 is amended to read as follows:

Sec. 7-62 2025 California Plumbing Code Adopted

The building standards in the 2025 California Plumbing Code (CPC), California Code of Regulations, Title 24, Part 5, adopting the 2024 Uniform Plumbing Code with necessary

California amendments, is adopted by reference as the Plumbing Code of the City of Belmont, California. The Office of the City Clerk is directed to maintain a copy of the 2025 CPC.

SECTION 33. BCC SECTION 7-63 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-63 is amended to read as follows:

Sec. 7-63 2025 CPC Appendix Chapters Adopted

(a) The following appendix chapters of the 2025 California Plumbing Code are adopted: (none).

(b) The remaining appendix chapters are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction.

SECTION 34. BCC SECTION 7-64 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-64 is amended to read as follows:

Sec. 7-64 2025 CPC Chapter 1, Division II Adopted with Amendments

(a) Except for the sections set forth in subsection (b), the requirements reproduced in Chapter 1, Division II of the 2025 California Plumbing Code are adopted by reference, and govern the administration of the Belmont Plumbing Code. References to model codes in the adopted sections mean the corresponding California Codes as adopted by the City of Belmont.

(b) The following sections of Chapter 1, Division II of the 2025 California Plumbing Code are not adopted unless adopted by a state agency: 101, 102.1, 103.2, and 106.2 and 106.3.

SECTION 35. BCC SECTION 7-65 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-65 is amended to read:

Sec. 7-65 Numbering of Amendments to 2025 CPC

The 2025 California Plumbing Code is amended as provided in Sections 7-65.T104.5 and 7-65.609.10. The number to the right of the decimal point in these sections corresponds to the section in the 2025 California Plumbing Code that is amended.

SECTION 36. BCC SECTION 7-65.T104.5 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-65 T104.5 is added to read:

Sec. 7-65.T104.5 Amendment of 2025 CPC Table 104.5 (Plumbing Permit Fees)

Table 104.5 of the 2025 California Plumbing Code is amended to read:

Table 104.5. Plumbing permit fees are as set forth on the City's Master Fee Schedule.

SECTION 37. BCC SECTION 7-65.609.10.2 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-65.609.10.2 is amended to read:

Sec. 7-65.609.10.2 Addition of Section 609.11.2 to 2025 CPC

Section 609.11.2 is added to the 2025 California Plumbing Code to read:

609.11.2 Section 609.11 applies to all occupancies including HCD 1 and 2.

SECTION 38. BCC SECTION 7-70 AMENDED

Effective January 1, 2026, Belmont City Code Section 7-70 is amended to read:

Sec. 7-70 Ratification of Fire Code as adopted and amended by San Mateo Consolidated Fire Department

The adoption of the 2025 California Fire Code with local amendments by San Mateo Consolidated Fire Department Ordinance 2025-003 as the Fire Code for that joint powers authority exercising the power of the Belmont Fire Protection District and providing fire protection to the City of Belmont is hereby ratified by the City of Belmont in accordance with Health and Safety Code Section 13869.7 and applies throughout the city as the fire code of the city.

SECTION 39. BCC § 7-71 REPEALED

Belmont City Code Section 7-71 is repealed.

SECTION 40. BCC CHP 7, ART. IV, DIV. 11 ADDED

Effective January 1, 2026, Division 11 is added to Belmont City Code Chapter 7, Article IV beginning with section 7-100 to read:

DIVISION 11 – WILDLAND URBAN INTERFACE CODE

Sec. 7-100 2025 California Wildland-Urban Interface Code Adopted

The 2025 California Wildland-Urban Interface Code (CWC), California Code of Regulations, Title 24, Part 7, adopting the 2024 International Wildland Urban Interface Code with necessary California amendments, is adopted by reference as the Wildland-Urban Interface Code of the City of Belmont and may be referred to as the Wildland Code. The Office of the City Clerk is directed to maintain a copy of the 2025 CWC.

Sec. 7-101 2025 CWC Appendix Chapters Adopted

(a) The following Appendix Chapter of the 2025 California Wildland Urban Interface Code is adopted: (none).

(b) The remaining Appendix Chapters are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction.

Sec. 7-102 2025 CWC Chapter 1, Division II Adopted with Amendments

(a) Except for the sections set forth in subsection (b), the requirements reproduced in Chapter 1, Division II of the 2025 California Wildland Urban Interface Code are adopted by reference, and govern the administration of the Belmont Wildland Code. References to model codes in the adopted sections mean the corresponding California Codes as adopted by the City of Belmont.

(b) The following sections of Chapter 1, Division II of the 2025 California Wildland Urban Interface Code are not adopted unless adopted by a state agency for application to occupancies subject to that agency's jurisdiction: 101.1, 101.4, 103, 104.7, 104.7.1, 104.7.2, 104.7.3, 104.7.4, 104.7.5, 104.8, 104.8.1, 109.3.7, and 112.3.

Sec. 7-103 Numbering of Amendments to 2025 CWC

The 2025 California Wildland-Urban Interface Code is amended as provided in Sections 7-103.202, 7-103.303, and 7-103.603. The number to the right of the decimal point in these sections corresponds to the section in the 2025 California Building Code that is amended.

Sec. 7-103.202 Amendment of 2025 CWC Section 202 (Definitions)

Section 202 of the 2025 California Wildland Urban Interface Code is amended by the addition of the following definitions. All other definitions in section 202 remain and are unchanged:

Section 202 - Definitions.

HAZARDOUS TREE. A tree that is dead or otherwise poses a fire hazard as defined in California Code of Regulations Title 19, Section 3.14. A tree is not deemed hazardous based solely because of its species.

IMPORTANT STRUCTURE. A building that is considered not expendable in an exposure fire.

Sec. 7-103.303 Amendment of 2025 CWC by Addition of Section 303 (Local Wildland-Urban Interface Areas)

Section 303 is added to the 2025 California Wildland Urban Interface Code to read:

303. Local Wildland Urban Interface Areas. Areas recommended by the State Fire Marshal and designated by the City of Belmont as a moderate, high or very high fire hazard severity zone are wildland urban interface areas. Buildings and structures within all wildland urban interface areas must comply with the requirements of the 2025 California Wildland-Urban Interface Code applicable to very high fire hazard severity zones.

Sec. 7-103.603 Amendment of 2025 CWC by Addition of Section 603 (Vegetation Plan)

Section 603 of the 2025 California Wildland Urban Interface Code is amended to read:

603.1 through 603.4.1 {CWC text not modified}

603.4.2 Trees.

Trees shall be managed as follows within the 30-foot zone (9144 mm) of a structure:

1. New trees shall be planted and maintained so that the tree's dripline at maturity is a minimum of 10 feet (3048 mm) from any combustible structure.

2. The horizonal distance between crowns of new trees and the crowns of adjacent trees shall not be less than 10 feet (3048 mm).

3. Existing trees shall be trimmed to provide a minimum separation of 10 feet (3048 mm) away from chimney and stovepipe per California Code of Regulations Title 14, Section 1299.03.

4. Hazardous trees must be removed if they are within 100 feet of any important structure.

603.4.2.1 Nonfire-smart vegetation. New trees not classified as fire-smart vegetation, such as conifers, palms, pepper trees and eucalyptus species, shall be permitted provided the tree is planted and maintained so that the tree's drip line at maturity is a minimum 30 feet (9144 mm) from any combustible structure. Nothing in this section is intended to prevent the planting of any species.

603.4.2.2 Tree within defensible space.

Trees are allowed within the defensible space, provided that the horizontal distance between crowns of adjacent trees and crowns of trees and structures, overhead electrical facilities or unmodified fuel is not less than 10 feet (3048 mm). Trees shall be maintained alive. Hazardous trees must be removed as provided in 603.4.2.

SECTION 41. BCC CHP 7, ART X REPEALED

Belmont City Code Chapter 7, Article X (Enforcement) is repealed, including sections 7-301, 7-302, and 7-303.

SECTION 42. BCC CHP 7, ART X ADDED

Belmont City Code Chapter 7, Article X (Fire Hazard Severity Zones) is added beginning with section 7-301 to read:

Sec. 7-301 Fire Hazard Severity Zones

The moderate, high, and very high fire hazard severity zones within the boundaries of the city of Belmont as recommended by the Office of the State Fire Marshal under Government Code Section 51178 are designated fire hazard severity zones as classified and recommended by the State Fire Marshal.

SECTION 43. SEVERABILITY

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

SECTION 44. EFFECTIVE DATE.

* * *

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

The City Council of the City of Belmont, California introduced the foregoing ordinance, on [insert date], 2025 and adopted the ordinance at a regular meeting held on [insert date], 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

ORDINANCE NO. _____

AN ORDINANCE OF THE BELMONT FIRE PROTECTION DISTRICT RATIFYING SAN MATEO CONSOLIDATED FIRE DEPARTMENT ORDINANCE 2025-003 ADOPTING AND AMENDING THE 2025 CALIFORNIA FIRE CODE AND 2025 CALIFORNIA WILDLAND URBAN INTERFACE CODE WITH LOCAL AMENDMENTS AND DESIGNATING FIRE HAZARD SEVERITY ZONES

THE BOARD OF DIRECTORS OF THE BELMONT FIRE PROTECTION DISTRICT DOES ORDAIN AS FOLLOWS:

SECTION 1. SAN MATEO CONSOLIDATED FIRE DEPARTMENT ORDINANCE 2025-003 RATIFIED

The adoption of the 2025 California Fire Code with local amendments and the 2025 Wildland-Urban Interface Code with local amendments by San Mateo Consolidated Fire Department Ordinance 2025-003 as the Fire Code and Wildland-Urban Interface Code for that joint powers authority exercising the power of the Belmont Fire Protection District and providing fire protection to unincorporated areas within the District's jurisdictional boundaries is hereby ratified by the District and applies throughout the unincorporated areas of the District.

SECTION 2. FIRE HAZARD SEVERITY ZONES.

The moderate, high, and very high fire hazard severity zones within the boundaries of the Belmont Fire Protection District as recommended by the Office of the State Fire Marshal under Government Code Section 51178 are designated fire hazard severity zones as classified and recommended by the State Fire Marshal.

SECTION 3. EFFECTIVE DATE.

This Ordinance takes effect and will be enforced 30 days after its adoption and is operative no sooner than January 1, 2026.

SECTION 4. PUBLICATION AND POSTING

The Board Secretary has caused to be published a summary of this ordinance, prepared by the Board Attorney under Government Code Section 25124, subdivision (b), once, in a newspaper of general circulation printed and published in San Mateo County and circulated in the Belmont Fire Protection District, at least five days before the date of adoption. A certified copy of the full text of the ordinance was posted in the office of the Board Secretary since at least five days before this date of adoption. Within 15 days after adoption of this ordinance, the Board Secretary must cause the summary of this ordinance to be published again with the names of those Board members voting for and against the ordinance; and the Board Secretary must maintain in the office of the Board Secretary a certified copy of the full text of this adopted ordinance with the names of those Board members voting for and against the ordinance.

* * *

This ordinance was introduced before the Board of Directors of the Belmont Fire Protection District at the regular meeting of the Board held on October 28, 2025 and finally adopted at a regular meeting of the Board held on November 25, 2025 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
Board Secretary

_____
Board Chair

APPROVED AS TO FORM:

_____
District Counsel

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Edric Kwan, Public Works, (650) 595-7459, ekwan@belmont.gov Alberto Espinoza, Public Works, (650) 595-7465, aespinoza@belmont.gov
Agenda Title:	Revise Maximum Rates for Solid Waste Collection Services for Calendar Year 2026
Agenda Action:	Resolution

Recommendation

Adopt a resolution revising the maximum rates that may be charged by Recology of San Mateo County for solid waste, recyclable materials, and organic materials collection services effective January 1, 2026.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Recology of San Mateo County (Recology) provides solid waste, recyclable materials, and organic materials collection services in the City of Belmont under a 15-year franchise agreement between Recology and the City ending in 2035. Recology sets its own rates for collection services under the franchise agreement, but Recology may not charge Belmont residential and commercial customers more than the maximum rates approved by the City Council. This rate setting process is particular to Belmont.

Belmont is a member of the South Bayside Waste Management Authority (Rethink Waste). The Authority assists member agencies with various matters related to the collection and disposal of wastes and recyclables, including the selection of a collection services provider (Recology) serving all members and the development of a model franchise agreement. Unlike the compensation provisions in the other members' franchise agreements with Recology, Belmont's agreement is based on a maximum rate formula that limits what Recology may charge and is not subject to a revenue reconciliation process at the end of each rate year.

Public Participation

In order to promote public participation in setting the maximum rates, Section 11.09 of the franchise agreement contemplates that the City will follow the notice and protest hearing procedures of Proposition 218 as set forth in California Constitution Article XIIID, Section 6(a), and Government Code Section 53755. Those procedures require mailing a notice of a public hearing on the setting of maximum rates to solid waste customers (Attachment D) at least forty-five days before the hearing. Belmont customers and property owners may submit written protests against the proposed rates 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 rate changes are presented by owners of a majority of the affected parcels, the City Council may not impose the new maximum rates.

On September 9, 2025, the City Council adopted Resolution No. 2025-62 stating its intent to revise the maximum rates for 2026 and set the public hearing for November 25, 2025.

Analysis

The maximum rates that Recology may charge for scheduled and additional services are determined by a formula described in Article 11 of the franchise agreement. In simple terms, the formula takes the existing maximum rates and multiplies each rate by an 'adjustment multiplier'. The adjustment multiplier is essentially a cost index with three principal adjustment components: changes in the consumer price index or "CPI" for certain cost elements that make up the Base Contractor Compensation, changes in passthrough disposal costs and agency payments, and performance incentive/disincentive adjustments. The sum of all the adjustments is the Total Target Revenue for that year. Each year, Recology submits information and calculations for the adjustments and proposes changes to the maximum rates based on the information and calculations. City staff and the City's solid waste consultant, HDR Engineering Inc. (HDR), then analyze Recology's submissions for accuracy and consistency with the franchise agreement.

Recology is proposing total contractor compensation of $10,082,879 for calendar year 2026. The percentage change between the 2026 total target revenue of $10,082,879 and the 2025 target revenue of $9,938,659 results in the adjustment multiplier rate of 1.45%, which is consistent with methodology of the Agreement. The adjustment multiplier rate of 1.45% is the proposed 2026 rate increase to the residential and commercial carts and bins and it accounts for CPI cost increases such as labor costs, fuel, general expenses, SB 1383 program implementation, depreciation, interests, incentives and disincentives, direct costs components, and agency payments.

HDR has prepared the attached report (Attachment C), which provides the basis of City's review of the rate adjustment application and the accompanying maximum rate schedules submitted by Recology conforming to the requirements of the franchise agreement.

Residential Rates

Recology charges a flat monthly rate per cart size. Residential service is comprised of four different cart sizes which range from 20 gallons to 96 gallons. Table 1 is a summary of the present and calculated maximum residential solid waste rates for the for the different cart sizes. The price per cart size is projected to increase by 1.45% for all cart sizes.

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Table 1
Summary of the Present and Calculated Maximum Residential Solid Waste Rates
(Regularly Scheduled - $/Month)

RESIDENTIAL CARTS

Schedule	Schedule Description	Present Monthly Rate	Calculated Maximum 2026 Rate	$/Month Change
R20G	Residential Waste - 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste - 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste - 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste - 96 Gallons	144.54	146.64	2.10

Commercial Rates

Commercial customers have similar service to residential customers, but they have the option to adjust the number of pickups per week. In 2026, commercial rate schedules are projected to increase by 1.45%. To see a complete listing of all commercial rates please see the attached Resolution. Table 2 below is a summary of the calculated maximum commercial solid waste rates for 2026 by cart size. Some minor rounding of the rates may occur for purposes of ease of administration.

Table 2
Summary of Calculated Maximum Commercial Solid Waste Rates
(By Gallon Cart Size; Regularly Scheduled - $/Month)

COMMERCIAL CARTS

		Cart Size (in Gallons)			
		20	32	64	96
# of Pickups Per Week	1	$53.11	$58.96	$114.03	$164.82
	2	109.25	121.40	230.09	337.61
	3	162.66	180.70	349.12	512.34
	4	223.31	248.12	469.42	693.04
	5	282.54	313.91	596.69	876.18
	6	353.52	392.78	727.13	1,102.92
	7	430.65	478.48	851.22	1,286.73

COMMERCIAL CARTS ORGANICS				
		Cart Size (in Gallons)		
		32	64	96
# of Pickups Per Week	1	$41.30	$79.84	$115.37
	2	84.97	161.06	236.32
	3	126.49	244.37	358.64
	4	173.70	328.62	485.11
	5	219.74	417.69	613.33
	6	274.98	508.95	772.03
	7	334.96	595.85	900.71

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 3 is a summary of the calculated maximum commercial solid waste rates for 2026 for the larger bin sizes. It is projected that the rates (Schedule L) will increase by 1.45% for all bin sizes.

Table 3
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	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
	2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
	3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
	4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
	5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
	6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
	7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

COMMERCIAL BINS ORGANICS						
		Bin Size (in Cubic Yards)				
		1	2	3	4	6
# of Pickups Per Week	1	$193.61	$389.43	$587.29	$801.74	$1,233.01
	2	394.13	785.21	1,181.74	1,617.32	2,500.73
	3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
	4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
	5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
	6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
	7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

Additional Services

Recology also provides several "additional 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 CPI rate increase of 1.27% is calculated for "additional services". However, these services are elected by the customers and does not apply to the vast majority of Belmont residents.

Alternatives

1. Take no action.
2. Direct staff to adjust rates differently while meeting the revenue requirements in accordance with the franchise agreement.

Attachments

A. Resolution
B. Recology 2025 Rate Application
C. HDR Report
D. Proposition 218 Notice

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: If approved, the maximum rate schedules listed under Exhibit A of the Resolution will become effective January 1, 2026, and will cover the solid waste program's revenue requirements.

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

* 45-day notice mailed to customers as required under Proposition 218

RESOLUTION NO. 2025 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT REVISING THE MAXIMUM RATES FOR SOLID WASTE, RECYCLABLE MATERIALS, AND ORGANIC MATERIALS COLLECTION SERVICES EFFECTIVE JANUARY 1, 2026

WHEREAS, Recology San Mateo County (Recology) provides solid waste, recyclable materials, and organic materials collection services in the City of Belmont under a franchise agreement with the City; and,

WHEREAS, the franchise agreement 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 2026; and,

WHEREAS, on September 9, 2025, the City Council adopted a resolution stating the City's intention to adjust the maximum rates that may be charged for solid waste, recyclable materials, and organic materials collection services effective January 1, 2026, and setting the date of the public hearing for November 25, 2025.

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

SECTION 1. The City Council approves the maximum rates proposed by Recology as set forth in Exhibit A to this resolution.

SECTION 2. The City Council finds that:

(a) The City followed the procedures in California Constitution Article XIIID, Section 6 in approving the maximum rates.

(b) The rates approved by this Resolution do not exceed the amounts permissible under Article XIIID if that article applied, and the solid waste charge is not a tax.

(c) A majority protest, as defined Article XIIID, Section 6(b) does not exist with respect to the revision of the schedule of solid waste maximum rates.

(d) Although the City Council, in the interest of public participation, has chosen as a matter of policy to follow the procedures set forth in Article XIIID, nothing in this Resolution is interpreted as an admission by the City that the provisions of Article XIIID apply to the actions taken herein. The City Council would take the action set forth in Section 1 of this Resolution regardless of whether Article XIIID applies to the action.

* * *

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

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

Exhibit A to Resolution

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

RESIDENTIAL CARTS

	Cart Size (in Gallons)			
	20	**32**	**64**	**96**
1 Pickup Per Week	$41.62	$49.66	$97.76	$146.64

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, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL CARTS

# of Pickups Per Week	Cart Size (in Gallons) 20	32	64	96
1	$53.11	$58.96	$114.03	$164.82
2	109.25	121.40	230.09	337.61
3	162.66	180.70	349.12	512.34
4	223.31	248.12	469.42	693.04
5	282.54	313.91	596.69	876.18
6	353.52	392.78	727.13	1,102.92
7	430.65	478.48	851.22	1,286.73

The monthly rate above includes the following:

One (1) Garbage Cart

Recycling Cart

COMMERCIAL CARTS ORGANICS

# of Pickups Per Week	Cart Size (in Gallons) 32	64	96
1	$41.30	$79.84	$115.37
2	84.97	161.06	236.32
3	126.49	244.37	358.64
4	173.70	328.62	485.11
5	219.74	417.69	613.33
6	274.98	508.95	772.03
7	334.96	595.85	900.71

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, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL BINS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

The monthly rate above includes the following:

One (1) Garbage Bin

Recycling container at customer's requested size

COMMERCIAL BINS ORGANICS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$193.61	$389.43	$587.29	$801.74	$1,233.01
2	394.13	785.21	1,181.74	1,617.32	2,500.73
3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

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, 2026 to December 31, 2026
Monthly Rate

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

The monthly fee above includes the following:
Recycling container at customer's requested size

Schedule Q
Additional Services (Continued)

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	$21.19 for SFD $21.19 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	$1.39 per Recycling Cart $4.21 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	$115.18	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 - $12.00 per usage B - $13.41 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 per lock	Per lock

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 $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - $70.62 B - $120.05	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 - $91.80 B - $105.93 C - $120.05	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	$1,694.72	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 - $176.52 per delivery B - $353.08 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	$28,810.47 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 - $4,236.82 B - $7,061.38 C - $10,592.08	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)

Backyard Collection Service Charge for Single Family Dwellings (Section 5.02.A)				
Distance from Curb**	**One (1) Solid Waste Cart**	**Two (2) Solid Waste Carts**	**Three (3) Solid Waste Carts**	**Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	29.66	44.81	85.36	125.93
100 < Distance <= 150 feet	33.87	49.03	89.57	130.16
150 < Distance <= 200 feet	38.14	53.28	93.82	134.42
200 < Distance <= 250 feet	42.36	57.50	98.08	138.65
250 < Distance <= 300 feet	46.60	61.73	102.31	142.86
300 < Distance <= 350 feet	50.85	65.97	106.56	147.09
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			
* 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.				
** 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.				

CITY OF BELMONT

Proposed 2026 Solid Waste Rates

November 25, 2025

HDR

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Overview of the Presentation

Review Franchise Agreement and Rate Setting Process

Review of 2026 Rate Application

Proposed 2026 Schedule L and Schedule Q Rates

Overview of Franchise Agreement and Rate Setting Process

- Rate Year 2026 is the sixth year of the amended and extended Agreement
- Rate setting process:
  - Each July, Recology calculates the “maximum rates” for scheduled and additional services
  - Recology’s data and information is independently audited
  - City and HDR independently review calculations of “maximum rates”
  - City adopts solid waste rates that do not exceed the Contractor’s calculated “maximum” rates
- The calculation of “maximum rates” is formula-driven and specified in Section 11 of the Agreement

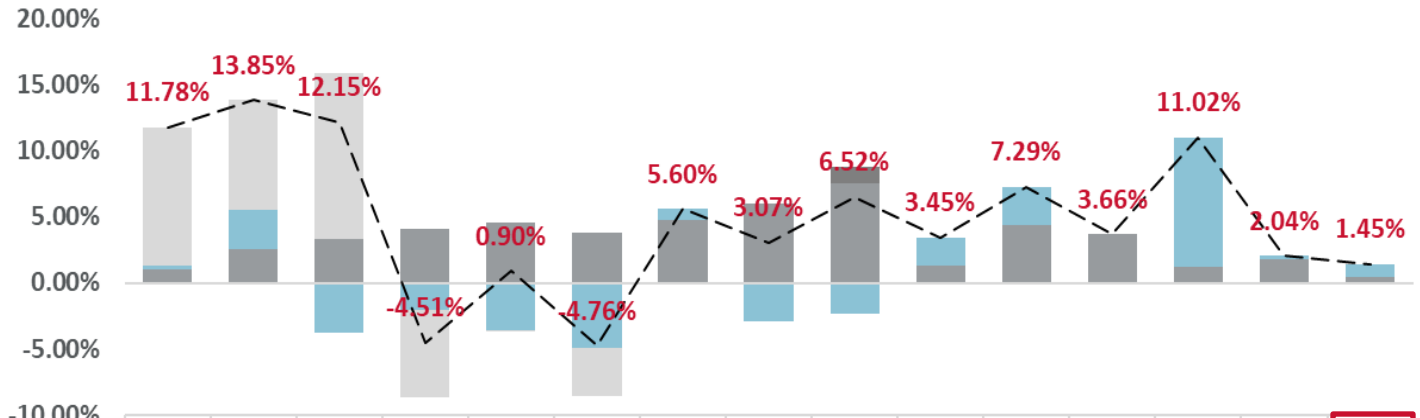
Rate Year 2026 Application

- Base Contractor's increase 0.92%
  - Base contractor "component" CPI index adjustments
- Pass-Through increase 2.03%
  - Disposal and Agency costs
- 2026 Adjustment Multiplier
  - (2026 Total Target Revenue ÷ 2025 Total Target Revenue) - 1 = 1.45%
  - Summary of components to 2026 rates

Component	2025	2026	$ Diff.	Rate Change
Base Contractor	$5,051,777	$5,098,188	$46,410	0.47%
Pass Thru/Disc./Inc.	4,886,880	4,984,691	97,810	0.98%
Total Target	$9,938,658	$10,082,878	$144,221	1.45%

2026 Rate Application				
Cost Component	2025 Target Rev.	2026 Target Rev.	$ Difference	% Difference
Base Contractor's Compensation				
Direct Labor Related	$2,455,457	$2,510,958	$55,502	2.26%
Direct Fuel Costs	322,119	290,254	(31,865)	-9.89%
General Expense Direct & Indirect	1,446,287	1,464,651	18,364	1.27%
Depreciation	281,317	281,317	0	0.00%
Profit	472,919	477,328	4,409	0.93%
Interest	73,679	73,679	0	0.00%
Total Base Contractor's Comp.	**$5,051,777**	**$5,098,188**	**$46,410**	**0.92%**
Performance (Inc.)/Dis.	(4,487)	(5,776)	(1,289)	28.73%
Pass-Through Costs				
Disposal Projected Cost (i)	$2,434,527	$2,455,449	$20,922	0.86%
Disposal Actual Prior Year Cost (ii)	2,114,505	2,347,997	233,492	11.04%
Disposal Prior Projected Cost (iii)	(2,241,715)	(2,434,527)	(192,812)	8.60%
Net Disposal Cost Component	$2,307,317	$2,368,919	$61,602	2.67%
Agency Payments	2,584,050	2,621,548	37,497	1.45%
Total Pass-Through Costs	**$4,891,367**	**$4,990,467**	**$99,099**	**2.03%**
Total Target Revenue	$9,938,658	$10,082,878	$144,221	1.45%
Plus Disincentive Payable	0	0	0	0.00%
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

Belmont History of Solid Waste Rates by Component



	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026
Neg. Base									1.25%						
Mitigation	10.48%	8.32%	12.53%	-6.56%	-0.12%	-3.67%									
Pass-Thru	0.25%	2.95%	-3.73%	-2.06%	-3.57%	-4.89%	0.83%	-2.92%	-2.29%	2.12%	2.91%	-0.08%	9.81%	0.22%	0.98%
Base	1.05%	2.58%	3.35%	4.11%	4.59%	3.80%	4.77%	5.99%	7.56%	1.33%	4.38%	3.74%	1.21%	1.82%	0.47%
Total	11.78%	13.85%	12.15%	-4.51%	0.90%	-4.76%	5.60%	3.07%	6.52%	3.45%	7.29%	3.66%	11.02%	2.04%	1.45%

Base Pass-Thru Mitigation Neg. Base Total

Proposed 2026 Residential Rates By Cart Size ($/Month)

Schedule	Schedule Description	Present Rates	Proposed 2026 Rates	$ / Month Change
R20G	Residential Waste – 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste – 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste – 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste – 96 Gallons	144.54	146.64	2.10

Overview of Schedule Q (Additional Services) Calculations of “Maximum” Rates

- Schedule Q is related to additional services (e.g., extra pickup, community drop-off events, etc.)
- Schedule Q uses a different rate index than Schedule L for its annual adjustments
- Schedule Q is adjusted annually by CPI-U General formula
  - 2025 calculation for 2026 rates = (April 2025 CPI-U/April 2024 CPI-U = % adjustment)
- 2026 rate is a 1.27% increase over 2025 rates

Recommendation and Council Discussion

- HDR and the City have independently reviewed the study and concluded that the resulting maximum rates for 2026 were calculated in a manner consistent with the Agreement
  - Schedule L – Maximum rate adjustment multiplier is 1.45%
  - Schedule Q – Additional Services are proposed to increase by the CPI-U General calculation of 1.27%
- HDR would recommend:
  - The City move forward with the adoption of the proposed 2026 rates
    - If no majority protest

Proposed 2026 Schedule L and Schedule Q Rates

Proposed 2026 Residential Rates By Cart Size ($/Month)

RESIDENTIAL CARTS				
	Cart Size (in Gallons)			
	20	32	64	96
1 Pickup Per Week	$41.62	$49.66	$97.76	$146.64

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

Proposed 2026 Commercial Waste Cart Rates By Cart Size and Number of Pickups ($/Month)

COMMERCIAL CARTS

# of Pickups Per Week	Cart Size (in Gallons) 20	32	64	96
1	$53.11	$58.96	$114.03	$164.82
2	109.25	121.40	230.09	337.61
3	162.66	180.70	349.12	512.34
4	223.31	248.12	469.42	693.04
5	282.54	313.91	596.69	876.18
6	353.52	392.78	727.13	1,102.92
7	430.65	478.48	851.22	1,286.73

The monthly rate above includes the following:

One (1) Garbage Cart

Recycling Cart

Proposed 2026 Commercial Organics Cart Rates By Cart Size and Number of Pickups ($/Month)

COMMERCIAL CARTS ORGANICS

# of Pickups Per Week	Cart Size (in Gallons) 32	64	96
1	$41.30	$79.84	$115.37
2	84.97	161.06	236.32
3	126.49	244.37	358.64
4	173.70	328.62	485.11
5	219.74	417.69	613.33
6	274.98	508.95	772.03
7	334.96	595.85	900.71

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

Proposed 2026 Commercial Waste Bin Rates By Bin Size and Number of Pickups ($/Month)

COMMERCIAL BINS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

The monthly rate above includes the following:

One (1) Garbage Bin

Recycling container at customer's requested size

Proposed 2026 Commercial Organics Bin Rates By Bin Size and Number of Pickups ($/Month)

COMMERCIAL BINS ORGANICS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$193.61	$389.43	$587.29	$801.74	$1,233.01
2	394.13	785.21	1,181.74	1,617.32	2,500.73
3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

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

Proposed 2026 Compactor Rates By Type and Number of Pickups ($/Month)

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

The monthly fee above includes the following:
Recycling container at customer's requested size

Proposed 2026 Schedule Q Rates ($/Month)

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.

Proposed 2026 Schedule Q Rates ($/Month)

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

Proposed 2026 Schedule Q Rates ($/Month)

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	$21.19 for SFD $21.19 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	$1.39 per Recycling Cart $4.21 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	$115.18	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 - $12.00 per usage B - $13.41 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 per lock	Per lock

Proposed 2026 Schedule Q Rates ($/Month)

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 $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - $70.62 B - $120.05	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 - $91.80 B - $105.93 C - $120.05	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	$1,694.72	Per event

Proposed 2026 Schedule Q Rates ($/Month)

No.	Additional Service Category	Reference	Agency-Approved Maximum Rate	Description
16	Additional Compost Material Delivery	Section 5.11	A - $176.52 per delivery B - $353.08 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	$28,810.47 per event or day	Per event or day targeting 5,000 households. Does not include disposal or public education expenses.

Proposed 2026 Schedule Q Rates ($/Month)

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 - $4,236.82 B - $7,061.38 C - $10,592.08	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

Proposed 2026 Schedule Q Rates ($/Month)

Backyard Collection Service Charge for Single Family Dwellings (Section 5.02.A)				
Distance from Curb**	**One (1) Solid Waste Cart**	**Two (2) Solid Waste Carts**	**Three (3) Solid Waste Carts**	**Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	29.66	44.81	85.36	125.93
100 < Distance <= 150 feet	33.87	49.03	89.57	130.16
150 < Distance <= 200 feet	38.14	53.28	93.82	134.42
200 < Distance <= 250 feet	42.36	57.50	98.08	138.65
250 < Distance <= 300 feet	46.60	61.73	102.31	142.86
300 < Distance <= 350 feet	50.85	65.97	106.56	147.09
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			

* 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.

** 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.

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Recology
San Mateo County
WASTE ZERO

July 31, 2025

Ms. Nisha Patel
Director of Public Works
City of Belmont
One Twin Pines Lane, Suite 320
Belmont, CA 94002

Re: Rate Year 2026 Rate Application

Dear Ms. Patel:

Enclosed is our Rate Year 2026 Rate Application, Calculation of Actual Disposal Expense (April 2024 through March 2025), Calculation of Projected Disposal Costs (April 2025 – March 2026), Performance Incentive/Disincentive schedule, Attachment L for 2026, CPI index data from the Bureau of Labor Statistics and Attachment Q schedules for 2026.

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 2025 (352.077) and divided that by the CPI-W-Wages Index for April 2020 (290.304). The calculated Wages for CBAs Component for Rate Year 2026 is $1,589,460.

- **Benefits for CBAs Component** – Multiplied the Benefits Component of $608,287 by the CPI-W-Medical Index for April 2025 (576.988) and divided that by the CPI-W-Medical Index for April 2020 (517.053). The calculated Benefits for CBAs Component for Rate Year 2026 is $678,798.

- **Payroll Taxes Component** – Multiplied the Wages for CBAs Component of $1,589,460 by the effective payroll tax rate of 8.1%. The calculated Payroll Taxes Component for Rate Year 2026 is $128,746.

- **Workers Compensation Insurance Component** – Multiplied the Workers Compensation Insurance Component of $93,961 by the CPI-W-Wages Index for April 2025 (352.077) and divided that by the CPI-W-Wages Index for April 2020 (290.304). The calculated Workers Compensation Insurance Component for Rate Year 2026 is $113,955.

- **Direct Fuel Component** - Multiplied the Direct Fuel Component of $169,992 by CPI-U-Motor Fuel Index for April 2025 (358.556) and divided that by the CPI-U-Motor Fuel

Index for April 2020 (209.994). The calculated Direct Fuel Component for Rate Year 2026 is $290,254.

- **General Expenses Direct Component** – Multiplied the General Expenses Direct Component of $191,163 by the CPI-U-General Index for April 2025 (355.707) and divided that by the CPI-U-General Index for April 2020 (298.074). The calculated General Expenses Direct Component for Rate Year 2026 is $228,125.

- **General Expenses Indirect Component** – Multiplied the General Expenses Indirect Component of $1,020,220 by the CPI-U-General Index for April 2025 (355.707) and divided that by the CPI-U-General Index for April 2020 (298.074). The calculated General Expenses Indirect Component for Rate Year 2026 is $1,217,481.

- **RethinkWaste Approved SB 1383 Costs Component** – Multiplied the RethinkWaste Approved SB 1383 Costs Component of $18,124 by the CPI-U-General Index for April 2025 (355.707) and divided that by the CPI-U-General Index for April 2023 (338.496). The calculated RethinkWaste Approved SB 1383 Costs Component for Rate Year 2026 is $19,046.

- **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 ($2,455,449), *plus* (ii) Contractor's actual Disposal Costs for the period from April 1 of the Prior Year through March 31 of the Current Year ($2,347,997), *minus* (iii) Contractor's previous projection of Disposal Costs for the period described in clause (ii) ($2,434,527). The calculation of projected disposal costs used in (i) assumed volumes delievered to the Designated Disposal Site using actual volumes delivered during the quarter July 1, 2024 through June 30, 2025. The disposal rates are the anticipated rates for 2025 and 2026 at the Designated Disposal Site. The total Disposal Component equals $2,368,919 ($2,455,449 + $2,347,997 - $2,434,527).

- **Performance-Based Component** – Incentives and disincentives were reviewed by RRS consultants and are included in the rate year 2026 compensation application. Incentives total $0 and disincentives total $ 5,776 for a combined disincentive amount of $5,776.

Based on the calculations described above, the Total Target Revenue increase for Rate Year 2026 is 1.45%. The Rate Year 2026 Rate Application includes a calculation of the Potential Cap Carry Forward of $ zero. The Attachment L for 2026 is calculated at 1.45%.

If you have any questions, or need any additional information, please call me at (650) 595-3900.

Sincerely,

Marcus Mirt
General Manager
Recology San Mateo County

Recology San Mateo County
City of Belmont
Refuse Rate Index Calculation

Cost Description	Basis for Adjustment	RethinkWaste Adjusted 2021 Values	RethinkWaste Approved SB 1383 Costs	RethinkWaste Adjusted 2021 Plus SB 1383	April 2020 CPI Index	April 2025 CPI Index	Adjusted 2026 Rate Year Compensation	
Direct Labor Related								
Wages for CBA's	CPI-W: CWURS49BSA0	1,310,584		1,310,584	290.304	352.077	1,589,460	
Benefits for CBA's	CPI-W-Medical: CUUR0000SAM	608,287		608,287	517.053	576.988	678,798	
Payroll Taxes	Effective Rate: 8.1%	109,005		109,005	na	na	128,746	
Workers Compensation	CPI-W: CWURS49BSA0	93,961		93,961	290.304	352.077	113,955	
Direct Fuel Costs	CPI-U-Motor Fuel: CUURS49BSET	169,992		169,992	209.994	358.556	290,254	
General Expenses Direct	CPI-U: CUURS49BSA0	191,163		191,163	298.074	355.707	228,125	
General Expenses Indirect	CPI-U: CUURS49BSA0	1,020,220		1,020,220	298.074	355.707	1,217,481	
RethinkWaste Approved SB 1383 C	CPI-U: CUURS49BSA0	-	18,124	18,124	338.496	355.707	19,046	(1)
General Expenses Depreciation	Fixed	281,317		281,317	na	na	281,317	
Profit Calculation	Operating Ratio of 90.5%	397,271		397,271	na	na	477,328	
Interest	Fixed	73,679		73,679	na	na	73,679	
Performance Incentives	Based on Annual Report	-		-	na	na	-	
Performance Disincentives	Based on Annual Report	-		-	na	na	(5,776)	
Base Contractor's Compensation		**4,255,478**	**18,124**	**4,273,602**			**5,092,412**	
Disposal Cost Component (i)	Projected Next Rate Year	1,732,663					2,455,449	
Disposal Cost Component (ii)	Actual Prior Year						2,347,997	
Disposal Cost Component (iii)	Less Projected Prior Year						(2,434,527)	
Agency Payments		2,051,120					2,621,549	
Total Contractor Compensation		**8,039,261**		**8,057,385**			**10,082,879**	

(1) Note: The SB 1383 cost of $18,124 is added to base costs starting in rate year 2024 and is subject to CPI-U adjustment beginning in rate year 2025 using the beginning CPI Index from April 2023 rather than April 2020.

	2026
Total Contractor Compensation	10,082,879
Cap Carry Forward 11.11	-
Total Target Revenue	**10,082,879**
2025 Target Revenue	9,938,659
Adjustment Multiplier	1.45%

5% Cap Calculation 11.11	
Adjusted Contractor's Compensation 2026	5,098,188
Adjusted Contractor's Compensation 2025	5,051,777
difference	46,410
5 % of Adjusted Contractor's Compensation 2025	252,589
Potential Cap Carry Forward	0

Recology San Mateo County
City of Belmont
Actual Disposal Calculation (Apr 2024 - Mar 2025)
Rate Year 2026

BELMONT CITY VEHICLES

	Solid Waste	Green/Org	Bulky Items	Solid Waste	Green/Org	Dirt	C&D	Asphalt	Each Refrigerators
APR	650.48	488.62	3.53	42.97	4.64	95.75			
MAY	636.66	490.32	1.62	37.48	9.70	24.47			
JUN	558.93	385.35	2.40	35.75	11.96	43.85			1
JUL	643.61	424.09	1.25	42.05	17.20	82.61		38.37	
AUG	600.12	403.97	1.70	37.57	0.60	38.20	0.41	3.50	
SEP	590.02	369.76	1.67	37.95	7.87	36.04		5.99	
OCT	616.62	417.05	0.55	48.75	7.20	32.58			
NOV	581.85	421.91	3.64	50.12	8.47	57.11			
DEC	718.98	443.02	2.74	40.83	8.72	1.74			
subtotal Apr - Dec 2024	5597.27	3844.09	19.10	373.47	76.36	412.35	0.41	47.86	1
JAN	656.33	419.39	0.20	34.80	2.20	16.01	0.93	18.62	
FEB	607.78	344.45	1.95	28.16		14.77	0.14	33.25	1
MAR	617.99	380.11	7.83	40.06	0.24	57.78			
subtotal Jan - Mar 2025	1882.10	1143.95	9.98	103.02	2.44	88.56	1.07	51.87	1
RethinWaste Total	7479.37	4988.04	29.08	476.49	78.80	500.91	1.48	99.73	2
Rate Apr 2024 - Dec 2024	$165.00	$178.00	$165.00	$165.00	$178.00	$146.00	$165.00	$170.00	$58.00
Rate Jan 2025 - Mar 2025	$176.55	$190.46	$176.55	$176.55	$190.46	$150.00	$176.55	$178.50	$60.00
Per Item Cost	$1,255,834.44	$902,124.70	$4,913.47	$79,810.73	$14,056.80	$73,487.10	$256.56	$17,395.00	$118.00
Total Disposal	$2,347,996.80								

Recology San Mateo County
City of Belmont
Projected Disposal Calculation (Apr 2025 - Mar 2026)
Rate Year 2026

				BELMONT CITY VEHICLES					
	Solid Waste	Green/Org	Bulky Items	Solid Waste	Green/Org	Dirt	C&D	Asphalt	Each Refrigerator
APR (Actual)	556.11	431.57	0.50	37.22	7.18	63.75	20.78	9.98	
MAY (Actual)	587.15	431.05	2.66	39.07	2.41	21.41	0.31	19.25	
JUN (Actual)	591.75	398.43	1.17	21.13	1.73	44.34			
JUL	643.61	424.09	1.25	42.05	17.20	82.61	0.00	38.37	0.00
AUG	600.12	403.97	1.70	37.57	0.60	38.20	0.41	3.50	0.00
SEP	590.02	369.76	1.67	37.95	7.87	36.04	0.00	5.99	0.00
OCT	616.62	417.05	0.55	48.75	7.20	32.58	0.00	0.00	0.00
NOV	581.85	421.91	3.64	50.12	8.47	57.11	0.00	0.00	0.00
DEC	718.98	443.02	2.74	40.83	8.72	1.74	0.00	0.00	0.00
subtotal Apr - Dec	5,486.21	3,740.85	15.88	354.69	61.38	377.78	21.50	77.09	0.00
JAN	656.33	419.39	0.20	34.80	2.20	16.01	0.93	18.62	0.00
FEB	607.78	344.45	1.95	28.16	0.00	14.77	0.14	33.25	1.00
MAR	617.99	380.11	7.83	40.06	0.24	57.78	0.00	0.00	0.00
subtotal Jan - Mar	1,882.10	1,143.95	9.98	103.02	2.44	88.56	1.07	51.87	1.00
RethinWaste Total	7,368.31	4,884.80	25.86	457.71	63.82	466.34	22.57	128.96	1.00
Rates Apr 2025 - Dec 2025	$176.55	$190.46	$176.55	$176.55	$190.46	$150.00	$176.55	$178.50	$60.00
Rates Jan 2026 - Mar 2026	$185.38	$199.98	$185.38	$185.38	$199.98	$157.50	$185.38	$187.43	$63.00
Per Item Cost	$ 1,317,494.22	$ 941,249.37	$ 4,653.71	$ 81,718.37	$ 12,178.39	$ 70,615.20	$ 3,994.18	$ 23,482.56	$ 63.00
Total Disposal	$ 2,455,449.00								

Recology San Mateo County
Incentives and Disincentives
Year 2024

Performance Incentive/Disincentive Payments 2024					
	Performance Incentives and Disincentives				
Member Agency	SFD and Commercial Missed P/U Events	Average Speed of Answer	90 Second Max Hold Time	Diversion	Maximum Incentives and Disincentives[1]
Belmont	$1,232	$9,291	$4,380	($3,538)	$5,776
Burlingame	$1,736	$21,059	$9,927	($8,020)	$12,034
East Palo Alto	$1,064	$14,961	$7,053	($5,697)	$8,380
Foster City	$784	$13,018	$6,137	($4,958)	$7,150
Hillsborough	$112	$3,390	$1,598	($1,291)	$1,770
Menlo Park	$1,344	$19,209	$9,055	($7,315)	$10,737
North Fair Oaks	$1,736	$7,324	$3,453	($2,789)	$5,318
Redwood City	$2,128	$44,032	$20,756	($16,768)	$23,660
San Carlos	$1,848	$15,815	$7,455	($6,023)	$9,581
San Mateo	$2,856	$49,489	$23,329	($18,847)	$27,057
County Franchised Area	$168	$4,875	$2,298	($1,856)	$2,552
WBSD	$112	$2,034	$959	($775)	$1,107
Total	$15,121	$204,497	$96,399	($77,877)	$115,121

Negative number in parenthesis denotes Incentive payment due to Recology.

[1]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).

Recology San Mateo County
City of Belmont
Attachment L
Rate Year 2026

Adjustment Multiplier 1.45%

RESIDENTIAL RATES

R20G	RES WASTE 20G	41.62
R32G	RES WASTE 32 GAL	49.66
R64G	RES WASTE 64 GAL	97.76
R96G	RES WASTE 96 GAL	146.64

COMMERCIAL/MULTI FAMILY RATES

		Times Per Week						
		1	2	3	4	5	6	7
C1YG	COMML WASTE 1 YD	276.56	563.07	854.47	1,149.29	1,446.46	1,805.26	2,129.98
C1YO	COMML ORGANICS 1 YD	193.61	394.13	598.12	804.50	1,012.53	1,263.69	1,491.00
C15CG	COMML WASTE 1.5 YD COMPACTOR	1,007.50	2,015.01	3,022.51	4,030.02	5,037.52	6,045.03	7,052.53
C15CO	COMML ORGANICS 1.5 YD COMPACTOR	705.26	1,410.51	2,115.76	2,821.01	3,526.27	4,231.52	4,936.78
C20G	COMML WASTE 20 GALLON	53.11	109.25	162.66	223.31	282.54	353.52	430.65
C2YG1	COMML WASTE 2 YD	556.31	1,121.76	1,692.54	2,267.48	2,850.54	3,365.24	3,985.54
C2YO	COMML ORGANICS 2 YD	389.43	785.21	1,184.79	1,587.23	1,995.35	2,355.66	2,789.89
C32G	COMML WASTE 32 GALLON	58.96	121.40	180.70	248.12	313.91	392.78	478.48
C32O	COMML ORGANICS 32 GAL	41.30	84.97	126.49	173.70	219.74	274.98	334.96
C3CG	COMML WASTE 3 YD COMPACTOR	2,014.69	0.00	0.00	0.00	0.00	0.00	0.00
C3YG	COMML WASTE 3 YD	839.01	1,688.15	2,542.27	3,398.93	4,258.56	5,169.70	6,087.20
C3YO	COMML ORGANICS 3 YD	587.29	1,181.74	1,779.60	2,379.26	2,980.98	3,618.79	4,261.04
C4YG1	COMML WASTE 4 YD	1,145.33	2,310.45	3,475.61	4,654.01	5,837.38	7,069.85	8,328.11
C4YO	COMML ORGANICS 4 YD	801.74	1,617.32	2,432.91	3,257.81	4,086.15	4,948.94	5,829.68
C64G	COMML WASTE 64 GALLON	114.03	230.09	349.12	469.42	596.69	727.13	851.22
C64O	COMML ORGANICS 64 GAL	79.84	161.06	244.37	328.62	417.69	508.95	595.85
C6YG1	COMML WASTE 6 YD	1,761.44	3,572.46	5,370.01	7,152.28	8,959.93	10,831.77	12,686.54
C6YO	COMML ORGANICS 6 YD	1,233.01	2,500.73	3,759.00	5,006.60	6,271.96	7,582.22	8,880.57
C96G	COMML WASTE 96 GALLON	164.82	337.61	512.34	693.04	876.18	1,102.92	1,286.73
C96O	COMML ORGANICS 96 GAL	115.37	236.32	358.64	485.11	613.33	772.03	900.71

SOLID WASTE COMPACTOR RATE PER YARD	155.00

CPI for Urban Wage Earners and Clerical Workers (CPI-W)
Original Data Value

Series Id: CWURS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, urban wage earners and clerical workers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
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		325.932		329.331		326.465	323.900	320.408	327.391
2023		331.875		333.478		335.725		336.663		337.698		335.597	334.662	332.718	336.605
2024		341.595		346.671		345.789		344.633		345.472		342.582	343.886	343.520	344.253
2025		350.836		352.077		352.456								350.453	

Consumer Price Index for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUUR0000SAM
Not Seasonally Adjusted
Series Title: Medical care in U.S. city average, all urban consumers, not seasonally adjusted
Area: U.S. city average
Item: Medical care
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2015	440.969	442.783	444.020	446.663	447.213	446.271	446.773	446.536	447.289	450.065	451.371	451.072	444.653	448.851
2016	454.175	458.295	458.620	459.994	461.230	462.075	464.164	468.379	469.154	469.230	469.333	469.447	459.065	468.285
2017	471.700	474.546	474.561	473.582	473.512	474.360	476.126	476.869	476.485	477.121	477.198	477.802	473.710	476.934
2018	481.060	482.897	483.984	484.034	484.853	486.019	485.193	484.172	484.708	485.269	486.886	487.409	483.808	485.606
2019	490.204	491.227	492.306	493.331	494.928	495.563	497.687	500.916	501.468	506.100	507.541	509.689	492.927	503.900
2020	512.149	513.923	515.605	517.053	519.194	520.734	522.686	523.295	522.528	520.725	519.848	518.766	516.443	521.308
2021	522.133	524.207	524.734	524.585	523.918	522.989	524.219	525.247	524.818	527.564	528.877	530.026	523.761	526.792
2022	535.048	536.932	539.739	541.515	543.488	546.717	549.562	553.429	556.323	554.043	550.844	551.002	540.573	552.534
2023	551.422	549.487	547.805	547.219	547.420	547.432	546.698	548.082	548.431	549.762	551.769	553.485	548.464	549.705
2024	557.215	557.236	559.935	561.612	564.249	565.301	564.039	564.407	566.266	567.870	568.773	569.189	560.925	566.757
2025	571.899	573.320	574.739	576.988	578.250	580.978							576.029	

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49BSETB
Not Seasonally Adjusted
Series Title: Motor fuel in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: Motor fuel
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
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	428.878	391.441	401.663	435.974	383.334	325.704	397.747	400.995	394.499
2023	323.764	340.659	354.292	354.844	349.579	350.034	351.675	370.944	398.486	401.688	366.097	340.105	358.514	345.529	371.499
2024	335.924	331.815	359.973	397.919	386.142	359.602	345.396	339.116	357.154	348.189	329.737	315.722	350.557	361.896	339.219
2025	321.299	349.590	346.761	358.556	362.740	346.571								347.586	

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, all urban consumers, not seasonally adjusted
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100
Years: 2015 to 2025

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
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		328.871		332.062		331.222	327.060	323.408	330.711
2023		337.173		338.496		340.056		340.094		341.219		339.915	339.050	337.689	340.411
2024		345.151		351.247		351.064		349.290		349.370		348.001	348.417	347.857	348.977
2025		354.432		355.707		356.460								354.522	

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. For Rate Year 2026, the current effective Maximum Rates are multiplied by the April 2025 CPI-U-General value of 355.707 and divided by the April 2024 CPI-U-General value of 351.247.

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
	Additional Services for Customers			
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	$21.19 for SFD $21.19 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	$1.39 per Recycling Cart $4.21 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	$115.18	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 – $12 per usage B – $13.41 per usage	Monthly cost: A – Residential Customers B – Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 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 $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A – $70.62 B – $120.05	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 – $91.80 B – $105.93 C – $120.05	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
	Additional Services for Agency			
15	Additional Confidential Document Destruction Service Event	Section 5.07	$1,694.72	Per event
16	Additional Compost Material Delivery	Section 5.11	A – $176.52 per delivery B – $353.08 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	$28,810.47 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 – $4,236.82 B – $7,061.38 C – $10,592.08	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

Backyard Collection Service Charge for Single-Family Dwellings* (Section 5.02.A)				
Distance from Curb**	**Backyard Charge for Customers with One (1) Solid Waste Cart**	**Backyard Charge for Customers with Two (2) Solid Waste Carts**	**Backyard Charge for Customers with Three (3) Solid Waste Carts**	**Backyard Charge for Customers with Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	$29.66	$44.81	$85.36	$125.93
100 < Distance <= 150 feet	$33.87	$49.03	$89.57	$130.16
150 < Distance <= 200 feet	$38.14	$53.28	$93.82	$134.42
200 < Distance <= 250 feet	$42.36	$57.50	$98.08	$138.65
250 < Distance <= 300 feet	$46.60	$61.73	$102.31	$142.86
300 < Distance <= 350 feet	$50.85	$65.97	$106.56	$147.09
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.

Fiscal & Organizational Sustainability

CITY OF BELMONT

Draft Report

Review of the 2026 Solid Waste Rates

City of Belmont

August 2025

HDR

August 19, 2025

Ms. Nisha Patel, P.E.
Public Works Director
City of Belmont
One Twin Pines Lane, Suite 385
Belmont, California 94002

Subject: Review of the 2026 Solid Waste Rates Draft Report

Dear Ms. Patel:

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 2026, based on the July 31st rate year 2026 application letter. The franchise agreement calls for the City to adopt 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 review as outlined in the agreed-upon scope of services with the City, 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 the City on this project.

Sincerely yours,
HDR Engineering, Inc.

Shawn Koorn
Associate Vice President

555 110th Ave NE, Suite 1200
Bellevue, WA 98004

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Executive Summary

Introduction

The City of Belmont is a member of the South Bayside Waste Management Authority. On August 28, 2018, the City finalized an Amended and Restated Franchise Agreement (Agreement) with Recology of San Mateo County 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. As outlined in the Agreement (i.e., Sections 7.01.A.5, 11.01.A, 11.06), the annual compensation for Recology's collection and recycling services is contractually determined. At the same time, the Agreement calls for the City to adopt 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, which the City has requested HDR conduct for rate year 2026.

As noted, 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 2026 rate year[1]. From our understanding of the Agreement and the rate setting requirements, HDR reviewed Recology's submittal for the 2026 rate year. This report discusses the review undertaken by HDR for the 2026 rate year.

Limitations of HDR's Review

HDR has provided a limited review of Recology's maximum rate calculations for the 2026 rate year. As noted above, the data and information used by Recology to calculate the City's maximum rates were independently reviewed by a separate 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.

[1] HDR assisted the City in negotiating the current franchise agreement with Recology and is familiar with the requirements of the current agreement as it relates to rate setting (Article 11).

Within HDR's review, four key items have been reviewed and verified. These included:

- A review of Recology's methodology for compliance with our understanding of the required methodology specific for the 2026 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 2026 as required in the current Agreement
- A review of the data inputs and methodology used to adjust additional services (Schedule Q) for the 2026 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 2026 rate year based on the current Agreement

Overview of the Agreement

The Agreement with Recology is intended to continue to provide the City of 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 both established the rates charged to the City's customers and fairly compensated Recology. To address this requirement, Article 11 of the Agreement contains specific language, and a methodology, for annually establishing the maximum rates for the upcoming 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 Scheduled 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, 2025, Recology provided to the City a letter outlining their calculation of the rates for rate year 2026. The City retained HDR Engineering, Inc. to provide a review of the proposed 2026 rates as has been performed annually since 2013, which is 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 2026.

The rates that Recology charges its customers include Recology (contractor) compensation, SBWMA costs to operate the Shoreway Environmental Center 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 2026 Base Contractor's Compensation based on CPI cost adjustments, the 2024 Performance Incentive/Disincentive adjustment, and the 2026 pass through costs, which are comprised of both disposal and agency payments. For 2026, these elements are a total rate index adjustment of 1.45% as shown in Table ES – 1.

Table ES – 1
Summary of 2026 Rate Adjustment to 2025 Rates

Cost Component	2025 Target Revenue	2026 Target Revenue	$ Difference	% Adjustment to 2025 Rates
Total Base Compensation	$5,051,777	$5,098,188	$46,410	0.92%
Performance (Inc.) / Dis.	(4,487)	(5,776)	(1,289)	28.73%
Pass Thru Costs	4,891,367	4,990,467	99,099	2.03%
Plus Disincentive Payable 2022	0	0	0	0.00%
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

In the review of Recology's Total Target Revenue for the 2026 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 on the current Agreement, the City's adopted solid waste rates for 2025 should be increased by 1.45% for rate year 2026 proposed rates. Provided in this report is a more detailed

discussion of each of the elements of the calculation of the 2026 maximum rates and the basis for HDR's summary conclusion.

Presented below in Table ES – 2 are the present monthly residential rates and the proposed monthly residential rates for 2026.

Table ES – 2
Summary of the Present and Proposed Residential Solid Waste Rates (Regularly Scheduled - $/Month)

Schedule	Schedule Description	Present Monthly Rate	Proposed 2026 Rates	$/Month Change
R20G	Residential Waste - 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste - 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste - 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste - 96 Gallons	144.54	146.64	2.10

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 Bins (1 yard to 6 yards; 1 day to 7 days per week pickup)
- Commercial Organics Carts (32 gallons to 96 gallons; 1 day to 7 days per week pickup)
- Commercial Waste 1.5 Yard Compactor (1 day to 7 days per week pickup)
- Commercial Organics 1.5 Yard Compactor (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 1.45% 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 in Attachment L.

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 General from the year prior to the year in which rates are set. For example, the April CPI-U-

General is 355.707 for 2025 and the April CPI-U-General for 2024 is 351.247. Therefore, each Maximum Rate is multiplied by the April CPI-U-General for 2025 and divided by the April CPI-U-General for 2024. This resulted in an overall rate increase of 1.27% (355.707 / 351.247) for Attachment Q rates effective in 2026 for 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 in Attachment Q.

Summary Conclusions and Recommendations

Based on the 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 on 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 as provided in this report, which reflects a 1.45% increase for the maximum rate calculation. Finally, the additional services (Attachment Q), as calculated by Recology and as reviewed within this report, should also be adopted for 2026 based on the CPI increase of 1.27%.

Summary of the Review of the 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 the solid waste rates as calculated by Recology can be found in the following sections of this report.

1 Introduction and Overview of the Report

1.1 Introduction

The City of Belmont is a member of the South Bayside Waste Management Authority. In 2018, the City signed an Agreement with Recology of San Mateo County for solid waste collection services, including the collection of recycling and organic materials. As part of the Agreement (i.e., Sections 7.01.A.5, 11.01.A, 11.06), the annual compensation for Recology's collection and recycling services is contractually determined. At the same time, the Agreement calls for the City to adopt solid waste rates at a level that does not exceed 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. 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 2026, the costs will be adjusted by the change in the specific cost indices from 2021 to 2025. 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 2026 will be compared to the Total Target Revenues for the prior year, which in this case is the 2025 rate year. This comparison will result in the rate multiplier being applied to the adopted 2025 rates to establish the proposed 2026 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 2026 rate year. The data and information used by Recology to calculate the City's maximum rates were reviewed by another outside firm. HDR does not provide a review of this basic input data as a part of this review. 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 in Recology's model from the 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 2026 rate year. At the same time, HDR also reviewed the data inputs and information used within the methodology as applied to the 2026 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 2026 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 review.

2 Overview of the Agreement

2.1 Introduction

An important starting point in 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 through 2035. 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 the 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. 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 is contractually determined. The Agreement calls for the City to establish and adopt 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[2]. 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 2026 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 the 2026 rate year.

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, Annual Adjustment of Maximum Rates for Scheduled Services. Attachment Q is established in 11.05 of Article 11, Annual Adjustment of Maximum Rates for Additional Services.

[2] Under the 2010 franchise agreement, Regularly Scheduled services were referred to as Attachment R and Additional Services were referred to as Schedule Q.

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 the "adjustment multiplier". The adjustment multiplier is essentially a "cost index" based on CPI value adjustments to arrive at the 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")."*[3]

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)."*[4]

Going forward in rate years 2023 to 2035, the adjustment multiplier will be the current year Total Target Revenue divided by the prior year Total Target Revenue. For example, for rate year 2026, the Total Target Revenue for the 2026 rate year will be divided by the rate year 2025 Total Target Revenue.

The franchise agreement provides the cost index for the various components to calculate the Total Target Revenue. The Total Target Revenue is stated in total dollars. For example, the Total Target Revenue for 2025 is $9,938,658. Going forward each year, the cost index is calculated by adding together the various cost components, which are composed of the following:

- 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
  - Disposal Costs (i) Projected Next Year, (ii) Actual Prior Year, (iii) less Projected Prior Year)

[3] Franchise Agreement, Section 11.04(A), Adjustment Multiplier for Regularly Scheduled Services, p. 99.

[4] Franchise Agreement, Section 11.04(A), Adjustment Multiplier for Regularly Scheduled Services, p. 99.

- Agency Payments

The general approach for future year rate adjustments 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 2026, the costs will be adjusted by the change in the specific cost indices from 2020 to 2025. 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 2026, the 2026 Total Target Revenue of $10,082,878 is compared to the 2025 Total Target Revenue of $9,938,658.

Finally, the disposal costs are calculated separately from the 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 2026, each Maximum Rate effective in 2025 shall be multiplied by CPI-U-General for April 2025 and divided by CPI-U-General for April 2024.*

The adjustment to Schedule Q is based upon a cost-indexing approach and a CPI for general inflation is used. As an 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 is intended to provide an understanding of the basic framework or methodology used to calculate the maximum rates for Regularly Scheduled Services and Additional Services.

3 Review of Recology's Calculated Maximum Rates for Regularly Scheduled Services

3.1 Introduction

As stated in the Agreement, Recology calculates the maximum rates for the upcoming 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 setting process. The purpose of this section of the report is to provide an overview of Recology's rate filing to the City for the 2026 rate year, along with HDR's technical review of that filing. Article 11.04 specifically outlines the establishment of maximum rates for 2026 and after for regularly scheduled services.

3.2 Overview of Recology's 2026 Rate Application

On July 31, 2025, Recology provided to the City a letter and detailed worksheets outlining their calculation of the maximum rates for rate year 2026. The rate application letter indicated a maximum increase adjustment of 1.45%. HDR reviewed that calculation and determined based on the information provided, it appears to agree with the current Agreement.

For 2026, 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 2026.

Table 3 – 1 Overview of Recology's Total Target Revenue Calculation Rate Year 2026					
Cost Component	**Adj. 2021 Target Revenue**	**April 2020 CPI Index**	**April 2025 CPI Index**	**Change 2020 to 2025**	**2026 Target Revenue**
Direct Labor Related					
Wages for CBA's	$1,310,584	290.304	352.077	1.213	$1,589,460
Benefits for CBA's	608,287	517.053	576.988	1.116	678,798
Payroll Taxes	109,005	N/A	N/A		128,746
Workers Compensation	93,961	290.304	352.077	1.213	113,955
Direct Fuel Costs	169,992	209.994	358.556	1.707	290,254
General Expense Direct & Indirect	1,211,383	298.074	355.707	1.193	1,445,605
SB 1383 (2024)					19,046
Depreciation	281,317	N/A	N/A		281,317
Profit	397,271	N/A	N/A		477,328
Interest	73,679	N/A	N/A		73,679
Performance Inc./Disincentives	0	N/A	N/A		(5,776)
Base Contractor's Compensation	**$4,255,479**				**$5,092,412**
Agency Components					$2,621,548
Disposal Projected Cost (i)					2,455,449
Disposal Actual Prior Year Cost (ii)					2,347,997
Disposal Prior Projected Cost (iii)					(2,434,527)
Disposal Cost Component					**$4,990,467**
Total Target Revenue					**$10,082,878**

(i) The Contractor's projected costs for April 1 of that calendar year through March 31 of the following year plus
(ii) The Contractor's 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 2026 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 the 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 2026 maximum rate calculations. HDR developed a spreadsheet to review and attempt to duplicate the Recology calculations for 2026. 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 2026 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 1.45%.

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 2026 or the "Maximum Rates for Regularly Scheduled Services". Article 11 of the Agreement forms 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.

The general approach for future year 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 2026, the 2021 adjusted base target revenue will be adjusted by the change in the specific cost indices from 2020 to 2025. 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 2026 and thereafter, the specific cost indices will compare 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 (2025) CPI for that component. In very simplified terms, the agreement uses the wages for CBA's at the start of the agreement in 2021 and then simply adjusts wages for CBA's by a CPI amount based on 2020 CPI and the current year CPI. Payroll tax is a formula based on the wages times the effective rate of 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 base general expense 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 $196,818 for rate years 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, as well as the depreciation on vehicles, containers and indirect for the current rate year, divide by 0.905, and subtract the result from the sum of direct labor, direct fuel, general expenses direct and indirect, the depreciation of the vehicles, containers and indirect for the current rate year profit calculation. This calculation represents the application of the 90.5% operating ratio to the 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 Contractor's 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 $73,679 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 (sum of 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 2025 Total Target Revenue to the 2026 Total Target Revenue, the costs increased by $144,221 or 1.45% overall ($10,082,878 - $9,938,658 = $144,221 or $144,221 / $9,938,658 = 1.45%). As noted, 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 up of three components: the (i) Contractor's projected costs, (ii) the Contractor's 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 Total Target Revenue compared from 2025 to 2026.

Table 3 – 2
Summary of Changes in Total Target Revenue from 2025 to 2026

Cost Component	2025 Target Revenue	2026 Target Revenue	$ Difference	% Difference
Base Contractor Compensation				
Direct Labor Related	$2,455,457	$2,510,958	$55,502	2.26%
Direct Fuel Costs	322,119	290,254	(31,865)	-9.89%
General Expense Direct & Indirect	1,446,287	1,464,651	18,364	1.27%
Depreciation	281,317	281,317	0	0.00%
Profit	472,919	477,328	4,409	0.93%
Interest	73,679	73,679	0	0.00%
Total Base Compensation	**$5,051,777**	**$5,098,188**	**$46,410**	**0.92%**
Performance (Inc.) / Dis.	**(4,487)**	**(5,776)**	**(1,289)**	**28.73%**
Total Pass-Through Costs				
Disposal Projected Cost (i)	$2,434,527	$2,455,449	$20,922	0.86%
Disposal Actual Prior Year Cost (ii)	2,114,505	2,347,997	233,492	11.04%
Disposal Prior Projected Cost (iii)	(2,241,715)	(2,434,527)	(192,812)	8.60%
Agency Payments	2,584,050	2,368,919	37,497	1.45%
Total Pass-Through Costs	**$4,891,367**	**$4,990,467**	**$99,099**	**2.03%**
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

In a more simplified or summarized manner, the rate adjustment multiplier is composed of three elements: the 2026 CPI cost adjustments, the 2024 Incentive/Disincentive adjustment, and the 2026 pass through costs, which are comprised of disposal and agency payments. Table 3 – 3 summarizes the adjustment by component.

Table 3 – 3 Summary of 2026 Rate Adjustment to 2025 Rates				
Cost Component	**2025 Target Revenue**	**2026 Target Revenue**	**$ Difference**	**% Adjustment to 2025 Rates**
Total Base Compensation	$5,051,777	$5,098,188	$46,410	0.92%
Performance (Inc.) / Dis.	(4,487)	(5,776)	(1,289)	28.73%
Pass Through Costs	4,891,367	4,990,467	99,099	2.03%
Plus Disincentive Payable 2022	0	0	0	0.00%
Total Target Revenue	**$9,938,658**	**$10,082,878**	**$144,221**	**1.45%**

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 in the calculation, while also confirming the overall methodology and calculations. Based on our review, the calculated Maximum Rate Index for 2026 is an increase of 1.45% in overall rates for regularly scheduled services.

4 Review of the Proposed 2026 Solid Waste Rates

4.1 Introduction

In the previous section of this report, the cost basis for the City's 2026 solid waste rates was reviewed and provides the basis for determining the City's maximum rates for rate year 2026. 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 2026 is a 1.45% 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 2026 rates for residential customers. Provided below in Table 4 – 1 are the proposed 2026 Residential rates for Schedule L (regularly scheduled services). Some minor rounding of the rates may occur for purposes of ease of administration.

Table 4 – 1
Summary of the Present and Proposed Residential Solid Waste Rates (Regularly Scheduled - $/Month)

Schedule	Schedule Description	Present Monthly Rate	Proposed 2026 Rates	$/Month Change
R20G	Residential Waste - 20 Gallons	$41.03	$41.62	$0.59
R32G	Residential Waste - 32 Gallons	48.95	49.66	0.71
R64G	Residential Waste - 64 Gallons	96.36	97.76	1.40
R96G	Residential Waste - 96 Gallons	144.54	146.64	2.10

4.3 Commercial Carts Regularly Scheduled Service (Attachment L)

Some commercial waste customers have similar service to 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 pickups per week where a commercial customer may choose their level of service (number of pickups per week). Presented in Table 4 – 2 is a summary of the current commercial rates and the calculated maximum rates for 2026. The maximum calculated rates assume a 1.45% 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)

		Collection – Times Per Week						
Schedule		**1**	**2**	**3**	**4**	**5**	**6**	**7**
C20G	**Commercial Waste – 20 Gallon**							
	Present 2025 Monthly Rate	$52.35	$107.69	$160.34	$220.12	$278.50	$348.47	$424.49
	Calculated Maximum 2026 Rate	53.11	109.25	162.66	223.31	282.54	353.52	430.65
	$/Month Change	0.76	1.56	2.32	3.19	4.04	5.05	6.16
C32G	**Commercial Waste – 32 Gallon**							
	Present 2025 Monthly Rate	$58.12	$119.66	$178.12	$244.57	$309.42	$387.17	$471.64
	Calculated Maximum 2026 Rate	58.96	121.40	180.70	248.12	313.91	392.78	478.48
	$/Month Change	0.84	1.74	2.58	3.55	4.49	5.61	6.84
C64G	**Commercial Waste – 64 Gallon**							
	Present 2025 Monthly Rate	$112.40	$226.80	$344.13	$462.71	$588.16	$716.74	$839.05
	Calculated Maximum 2026 Rate	114.03	230.09	349.12	469.42	596.69	727.13	851.22
	$/Month Change	1.63	3.29	4.99	6.71	8.53	10.39	12.17
C96G	**Commercial Waste – 96 Gallon**							
	Present 2025 Monthly Rate	$162.46	$332.78	$505.02	$683.13	$863.66	$1,087.16	$1,268.34
	Calculated Maximum 2026 Rate	164.82	337.61	512.34	693.04	876.18	1,102.92	1,286.73
	$/Month Change	2.36	4.83	7.32	9.91	12.52	15.76	18.39

As can be seen, the existing structure for commercial waste customers with carts has been maintained.

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 pickups per week. Presented in Table 4 – 3 is a summary of the current commercial waste bin rates and the calculated maximum rates for 2026. The maximum calculated rates reflect a 1.45% 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 Yard Cart Size; Regularly Scheduled – $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C1YG	**Commercial Waste - 1 Yard**							
	Present 2025 Monthly Rate	$272.61	$555.02	$842.26	$1,132.86	$1,425.79	$1,779.46	$2,099.54
	Calculated Maximum 2026 Rate	276.56	563.07	854.47	1,149.29	1,446.46	1,805.26	2,129.98
	$/Month Change	3.95	8.05	12.21	16.43	20.67	25.80	30.44
C2YG	**Commercial Waste - 2 Yard**							
	Present 2025 Monthly Rate	$548.36	$1,105.73	$1,668.35	$2,235.07	$2,809.80	$3,317.14	$3,928.58
	Calculated Maximum 2026 Rate	556.31	1,121.76	1,692.54	2,267.48	2,850.54	3,365.24	3,985.54
	$/Month Change	7.95	16.03	24.19	32.41	40.74	48.10	56.96
C2YG1	**Commercial Waste - 2 Yard**							
	Present 2025 Monthly Rate	$548.36	$1,105.73	$1,668.35	$2,235.07	$2,809.80	$3,317.14	$3,928.58
	Calculated Maximum 2026 Rate	556.31	1,121.76	1,692.54	2,267.48	2,850.54	3,365.24	3,985.54
	$/Month Change	7.95	16.03	24.19	32.41	40.74	48.10	56.96
C3YG	**Commercial Waste - 3 Yard**							
	Present 2025 Monthly Rate	$827.02	$1,664.02	$2,505.93	$3,350.35	$4,197.69	$5,095.81	$6,000.20
	Calculated Maximum 2026 Rate	839.01	1,688.15	2,542.27	3,398.93	4,258.56	5,169.70	6,087.20
	$/Month Change	11.99	24.13	36.34	48.58	60.87	73.89	87.00
C4YG	**Commercial Waste - 4 Yard**							
	Present 2025 Monthly Rate	$1,128.96	$2,277.43	$3,425.93	$4,587.49	$5,753.95	$6,968.80	$8,209.08
	Calculated Maximum 2026 Rate	1,145.33	2,310.45	3,475.61	4,654.01	5,837.38	7,069.85	8,328.11
	$/Month Change	16.37	33.02	49.68	66.52	83.43	101.05	119.03
C6YG	**Commercial Waste - 6 Yard**							
	Present 2025 Monthly Rate	$1,736.26	$3,521.40	$5,293.26	$7,050.05	$8,831.87	$10,676.95	$12,505.21
	Calculated Maximum 2026 Rate	1,761.44	3,572.46	5,370.01	7,152.28	8,959.93	10,831.77	12,686.54
	$/Month Change	25.18	51.06	76.75	102.23	128.06	154.82	181.33

As shown above, the existing structure for commercial waste customers with bins has also been maintained.

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. Additionally, the commercial organics customers also have the option of different levels of service and can select the number of pickups per week. Presented in Table 4 – 4 is a summary of the current commercial organics bin rates and the calculated maximum rates for 2026. The maximum calculated rates assume a 1.45% 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
(By Bin Size in Yards; Regularly Scheduled – $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C1YO	**Commercial Organics- 1 Yard**							
	Present 2025 Monthly Rate	$190.84	$388.50	$589.57	$793.00	$998.06	$1,245.63	$1,469.69
	Calculated Maximum 2026 Rate	193.61	394.13	598.12	804.50	1,012.53	1,263.69	1,491.00
	$/Month Change	2.77	5.63	8.55	11.50	14.47	18.06	21.31
C2YO	**Commercial Organics - 2 Yard**							
	Present 2025 Monthly Rate	$383.86	$773.99	$1,167.86	$1,564.54	$1,966.83	$2,321.99	$2,750.01
	Calculated Maximum 2026 Rate	389.43	785.21	1,184.79	1,587.23	1,995.35	2,355.66	2,789.89
	$/Month Change	5.57	11.22	16.93	22.69	28.52	33.67	39.88
C3YO	**Commercial Organics - 3 Yard**							
	Present 2025 Monthly Rate	$578.90	$1,164.85	$1,754.16	$2,345.25	$2,938.37	$3,567.07	$4,200.14
	Calculated Maximum 2026 Rate	587.29	1,181.74	1,779.60	2,379.26	2,980.98	3,618.79	4,261.04
	$/Month Change	8.39	16.89	25.44	34.01	42.61	51.72	60.90
C4YO	**Commercial Organics - 4 Yard**							
	Present 2025 Monthly Rate	$790.28	$1,594.20	$2,398.14	$3,211.25	$4,027.75	$4,878.21	$5,746.36
	Calculated Maximum 2026 Rate	801.74	1,617.32	2,432.91	3,257.81	4,086.15	4,948.94	5,829.68
	$/Month Change	11.46	23.12	34.77	46.56	58.40	70.73	83.32
C6YO	**Commercial Organics - 6 Yard**							
	Present 2025 Monthly Rate	$1,215.39	$2,464.99	$3,705.27	$4,935.04	$6,182.32	$7,473.85	$8,753.64
	Calculated Maximum 2026 Rate	1,233.01	2,500.73	3,759.00	5,006.60	6,271.96	7,582.22	8,880.57
	$/Month Change	17.62	35.74	53.73	71.56	89.64	108.37	126.93

The commercial organics bin rates have maintained the existing rate structure.

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 rates for 2026. The maximum calculated rates assume a 1.45% 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
(By Gallon Cart Size; Regularly Scheduled - $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C32O	**Commercial Organics – 32 Gallon**							
	Present 2025 Monthly Rate	$40.71	$83.76	$124.68	$171.22	$216.60	$271.05	$330.17
	Calculated Maximum 2026 Rate	41.30	84.97	126.49	173.70	219.74	274.98	334.96
	$/Month Change	0.59	1.21	1.81	2.48	3.14	3.93	4.79
C64O	**Commercial Organics – 64 Gallon**							
	Present 2025 Monthly Rate	$78.70	$158.76	$240.88	$323.92	$411.72	$501.68	$587.33
	Calculated Maximum 2026 Rate	79.84	161.06	244.37	328.62	417.69	508.95	595.85
	$/Month Change	1.14	2.30	3.49	4.70	5.97	7.27	8.52
C96O	**Commercial Organics – 96 Gallon**							
	Present 2025 Monthly Rate	$113.72	$232.94	$353.51	$478.18	$604.56	$761.00	$887.84
	Calculated Maximum 2026 Rate	115.37	236.32	358.64	485.11	613.33	772.03	900.71
	$/Month Change	1.65	3.38	5.13	6.93	8.77	11.03	12.87

The commercial organics cart rates have maintained the existing rate structure.

4.7 Other Miscellaneous Solid Waste Rates

The solid waste rates also include other solid waste rates for multi-family customers. The maximum calculated rates assume a 1.45% 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 Compactor Rates
(Regularly Scheduled - $/Month)

Schedule		Collection – Times Per Week 1	2	3	4	5	6	7
C3CG	**Commercial Waste 3 Yard Compactor**							
	Present 2025 Monthly Rate	$1,985.89	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Calculated Maximum 2026 Rate	2,014.69	0.00	0.00	0.00	0.00	0.00	0.00
	$/Month Change	28.80	0.00	0.00	0.00	0.00	0.00	0.00
C15CG	**Commercial Waste 1.5 Yard Compactor**							
	Present 2025 Monthly Rate	$993.10	$1,986.21	$2,979.31	$3,972.42	$4,965.52	$5,958.63	$6,951.73
	Calculated Maximum 2026 Rate	1,007.50	2,015.01	3,022.51	4,030.02	5,037.52	6,045.03	7,052.53
	$/Month Change	14.40	28.80	43.20	57.60	72.00	86.40	100.80
C15CO	**Commercial Organics 1.5 Yard Compactor**							
	Present 2025 Monthly Rate	$695.18	$1,390.35	$2,085.52	$2,780.69	$3,475.87	$4,171.04	$4,866.22
	Calculated Maximum 2026 Rate	705.26	1,410.51	2,115.76	2,821.01	3,526.27	4,231.52	4,936.78
	$/Month Change	10.08	20.16	30.24	40.32	50.40	60.48	70.56
	Solid Waste Compactor Rate Per Yard							
	Present 2025 Monthly Rate	$152.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Calculated Maximum 2026 Rate	155.00	0.00	0.00	0.00	0.00	0.00	0.00
	$/Month Change	2.22	0.00	0.00	0.00	0.00	0.00	0.00

4.8 Rates for Additional Services (Attachment Q)

Recology also provides a number of services that are not considered "Regularly Scheduled" services and 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 General from the year prior to the year in which rates are set. For rate year 2026, the April CPI-U-General is 355.707 for 2025 and the April CPI-U-General for 2024 is 351.247. Therefore, each Maximum Rate is multiplied by the April CPI-U-General for 2025 and divided by the April CPI-U-General for 2024. This resulted in an overall rate increase of 1.27% (355.707 / 351.247) for Attachment Q rates effective in 2026 for 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 2026 were calculated in a manner which reflects the intent of the Agreement.

5 Summary of the Solid Waste Rate Findings, Conclusions and Recommendations

5.1 Introduction

This report has reviewed the calculated Maximum Rates as developed by Recology. HDR used a systematic process to review the base-year costs, along with the resulting maximum rates for regularly scheduled services.

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 9, 2025, HDR will present the proposed 2026 rate adjustments of 1.45% for regularly scheduled services, Schedule L, and 1.27% for unscheduled services, Schedule Q, to the City Council. If accepted by the City Council, a public hearing will be set and a customer notification mailed to the City's customers.

5.3 Looking Ahead – Future Rate Adjustment to 2027

The 2027 rate adjustment will include CPI value adjustment components for the current year (2026 for rate year 2027) compared to the 2020 CPI value components and the adjusted 2021 Total Target Revenue. As noted in Section 3, annual depreciation expense will be updated in 2027. This will result in a change to the City's rates based on the overall level of change. The multiplier will be based on the 2027 Total Target Revenue compared to the 2026 Total Target Revenue of $10,082,878.

5.4 Summary

This completes the review conducted by HDR for the City of Belmont on the proposed 2026 Solid Waste rates. This report has met the City's requirement to conduct a due diligence review on the proposed compensation to Recology and the resulting regularly scheduled and additional services solid waste rates.

Technical Appendix A – Attachment L Rates Regularly Scheduled Services

The following tables specify 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 2026 rates.

Attachment L
Maximum Rate Schedule
Effective January 1, 2026 to December 31, 2026
Monthly Rate

RESIDENTIAL CARTS				
	Cart Size (in Gallons)			
	20	32	64	96
1 Pickup Per Week	$41.62	$49.66	$97.76	$146.64

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, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL CARTS

# of Pickups Per Week	Cart Size (in Gallons) 20	32	64	96
1	$53.11	$58.96	$114.03	$164.82
2	109.25	121.40	230.09	337.61
3	162.66	180.70	349.12	512.34
4	223.31	248.12	469.42	693.04
5	282.54	313.91	596.69	876.18
6	353.52	392.78	727.13	1,102.92
7	430.65	478.48	851.22	1,286.73

The monthly rate above includes the following:

One (1) Garbage Cart

Recycling Cart

COMMERCIAL CARTS ORGANICS

# of Pickups Per Week	Cart Size (in Gallons) 32	64	96
1	$41.30	$79.84	$115.37
2	84.97	161.06	236.32
3	126.49	244.37	358.64
4	173.70	328.62	485.11
5	219.74	417.69	613.33
6	274.98	508.95	772.03
7	334.96	595.85	900.71

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, 2026 to December 31, 2026
Monthly Rate

COMMERCIAL BINS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

The monthly rate above includes the following:

One (1) Garbage Bin

Recycling container at customer's requested size

COMMERCIAL BINS ORGANICS

# of Pickups Per Week	Bin Size (in Cubic Yards) 1	2	3	4	6
1	$193.61	$389.43	$587.29	$801.74	$1,233.01
2	394.13	785.21	1,181.74	1,617.32	2,500.73
3	598.12	1,184.79	1,779.60	2,432.91	3,759.00
4	804.50	1,587.23	2,379.26	3,257.81	5,006.60
5	1,012.53	1,995.35	2,980.98	4,086.15	6,271.96
6	1,263.69	2,355.66	3,618.79	4,948.94	7,582.22
7	1,491.00	2,789.89	4,261.04	5,829.68	8,880.57

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, 2026 to December 31, 2026
Monthly Rate

COMPACTORS							
	# of Pickups Per Week						
	1	2	3	4	5	6	7
Commercial Waste 3 Yard Compactor	$2,014.69	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Commercial Waste 1.5 Yard Compactor	$1,007.50	$2,015.01	$3,022.51	$4,030.02	$5,037.52	$6,045.03	$7,052.53
Commercial Organics 1.5 Yard Compactor	$705.26	$1,410.51	$2,115.76	$2,821.01	$3,526.27	$4,231.52	$4,936.78
Solid Waste Compactor Rate Per Yard	$155.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

The monthly fee above includes the following:
Recycling container at customer's requested size

Technical Appendix B – Attachment Q Rates Additional Services

The following table specifies the 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 2026 rates.

Schedule Q
Additional Services (Continued)

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	$21.19 for SFD $21.19 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	$1.39 per Recycling Cart $4.21 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	$115.18	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 - $12.00 per usage B - $13.41 per usage	Monthly cost: A-Residential Customers B-Commercial Customers
10	Lock Purchase	Section 8.02.B	$24.01 per lock	Per lock

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 $11.28 minimum	Per bag
13	Container Cleaning Service	Section 8.05.D	A - $70.62 B - $120.05	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 - $91.80 B - $105.93 C - $120.05	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	$1,694.72	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 - $176.52 per delivery B - $353.08 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	$28,810.47 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 - $4,236.82 B - $7,061.38 C - $10,592.08	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)

Backyard Collection Service Charge for Single Family Dwellings (Section 5.02.A)				
Distance from Curb**	**One (1) Solid Waste Cart**	**Two (2) Solid Waste Carts**	**Three (3) Solid Waste Carts**	**Four (4) Solid Waste Carts**
Distance <= 50 feet	$25.40	$40.54	$81.14	$121.68
50 < Distance <= 100 feet	29.66	44.81	85.36	125.93
100 < Distance <= 150 feet	33.87	49.03	89.57	130.16
150 < Distance <= 200 feet	38.14	53.28	93.82	134.42
200 < Distance <= 250 feet	42.36	57.50	98.08	138.65
250 < Distance <= 300 feet	46.60	61.73	102.31	142.86
300 < Distance <= 350 feet	50.85	65.97	106.56	147.09
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			
* 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.				
** 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.				

Technical Appendix C – Proposition 218 Notice

CITY OF BELMONT
1 Twin Pines Lane
Belmont, CA 94002

This notice is to advise Belmont property owners and solid waste customers of the City Council proceedings to consider maximum allowable rates for garbage and recyclables collection services in the City of Belmont.

Adoption of new rates will result in the maximum rates in 2026. Belmont follows the protest procedures of Proposition 218 and Article XIIID of the California Constitution.

WHAT DO RATES PAY FOR?

- Operation of the Shoreway Environmental Center for waste and recycling
- Residential weekly curbside collection for garbage, recycling, and organics
- Commercial collection for garbage, recycling, and organics
- Two free pre-scheduled bulky item pick-ups per year. Curbside cell phone & battery collection -- *place on top of black cart in a clear plastic bag*
- Holiday tree recycling
- Free mattress recycling at Shoreway
- Once-a-year free, confidential document shredding event Energy-efficient, cleaner emission garbage and recycling collection trucks
- Street Sweeping

For additional information and to see a complete listing of all proposed rates including commercial organics, compactor rates, and additional services, visit www.belmont.gov/departments/public-works/garbage-recycling.

Proposed Rates effective Jan. 1, 2026 through Dec. 31, 2026 - 1.45% *increase over 2025 rates.*

COMMERICAL CARTS

Monthly rates based on cart size in gallons. Organics rates on webpage.

# of pickups per **week**	20	32	64	96
1	$53.11	$58.96	$114.03	$164.82
2	109.25	121.40	230.09	337.61
3	162.66	180.70	349.12	512.34
4	223.31	248.12	469.42	693.04
5	282.54	313.91	596.69	876.18
6	353.52	392.78	727.13	1,102.92
7	430.65	478.48	851.22	1,286.73

COMMERICAL BINS

Monthly rates based on bin size in cubic yards. Organics rates on webpage.

# of pickups per **week**	1	2	3	4	6
1	$276.56	$556.31	$839.01	$1,145.33	$1,761.44
2	563.07	1,121.76	1,688.15	2,310.45	3,572.46
3	854.47	1,692.54	2,542.27	3,475.61	5,370.01
4	1,149.29	2,267.48	3,398.93	4,654.01	7,152.28
5	1,446.46	2,850.54	4,258.56	5,837.38	8,959.93
6	1,805.26	3,365.24	5,169.70	7,069.85	10,831.77
7	2,129.98	3,985.54	6,087.20	8,328.11	12,686.54

See reverse for residential rate proposals.

HOW CAN I OPPOSE THE PROPOSED RATES?

To oppose the proposed rate changes, submit a formal written protest at the hearing, or via postal mail or hand delivery (to be received by 5:00 pm on the hearing date) to the City Clerk's office.

A formal written protest must be submitted in writing, contain a description of the property (street address) and include the original signature of the property owner or solid waste customer (per state law, fax or e-mail is not acceptable). Protests will be tabulated pursuant to procedures that have been adopted by the City Council.

If written protests are submitted with respect to a majority (50% plus 1) of the affected parcels within the City, then the proposed changes will not be approved.

Protests may be mailed to: **City Clerk, City of Belmont, 1 Twin Pines Lane, Suite 330, Belmont, CA 94002**

Notice of Public Hearing

TUESDAY, NOV. 25, 2025
7 P.M.

CITY COUNCIL CHAMBERS
1 Twin Pines Lane
Belmont, CA 94002

ZOOM: **BELMONT-GOV.ZOOM.US**
MEETING ID: 95745673035

Or scan this QR code

In 2018, Belmont entered into an amended and restated Franchise Agreement with Recology of San Mateo County (Recology) for recyclable materials, organic materials, and solid waste collection services from Jan. 1, 2021 to December 31, 2035. The Franchise 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 the maximum allowable rates per the Franchise Agreement. For calendar year 2026, Recology is proposing an adjustment multiplier rate of 1.45%, which is the proposed 2026 rate increase to all the residential and commercial carts and bins over the rates charged in 2025.

Residential customers are offered different cart sizes ranging from 20-gallon to 96-gallon. For calendar year 2026, the proposed maximum rates are shown in the Residential Carts chart below.

Did you know? Recology also provides several "Additional Services" that are not considered "regularly scheduled" services, such as return trip, additional on-call bulky item collection, lock service, container cleaning service, and others. An overall rate increase of 1.27 % for calendar year 2026 is being proposed for Additional Services. For a detailed listing of all proposed rates, including commercial rates, please visit **www.belmont.gov/departments/public-works/garbage-recycling.**

RESIDENTIAL CARTS

Cart Size in Gallons	Waste Description	CURRENT RATES 2025	PROPOSED RATES 2026	$/Month Change
20	Residential Waste 20 Gallons	$41.03	$41.62	$0.59
32	Residential Waste 32 Gallons	$48.95	$49.66	$0.71
64	Residential Waste 64 Gallons	$96.36	$97.76	$1.40
96	Residential Waste 96 Gallons	$144.54	$146.64	$2.10

Rate based on one (1) pickup per week.

Residential customers are billed based on their garbage cart size. The monthly rate noted here includes the following:

- One (1) garbage cart provided to customer.
- Two (2) bulky items collections annually.
- One (1) 64-gallon recycling cart & One (1) 96-gallon yard waste cart.

WHAT GOES WHERE?

Need help sorting your waste?
Visit: **www.recology.com/recology-san-mateo-county/what-goes-where-residential/**

Happy planet says 'Thank you, for recycling!'

RethinkWaste

RethinkWaste is comprised of 11 member agencies, including: Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, City of San Mateo, County of San Mateo, and the West Bay Sanitary District.

Each member agency has its own Franchise Agreement with Recology for garbage and recycling collection services within its own jurisdictions.

RethinkWaste provides coordinated waste management related staff services to member agencies and manages the operations of the Shoreway Environmental Center in San Carlos. The Shoreway Center is open to all.

See reverse for commercial rate proposals and rate protest instructions.

STAFF REPORT

Meeting Date: November 25, 2025

Agency: City of Belmont

Staff Contact: Laura Russell, Deputy Community Development Director, lrussell@belmont.gov
Rob Gill, Senior Planner, rgill@belmont.gov
Stephanie B. Davis, Contract Principal Planner, sdavis@goodcityco.com

Agenda Title: Consider text amendments to the Belmont Zoning Ordinance Section 2 (Definitions), Section 4 (Residential), Section 5A (Corridor Mixed Use-CMU), Section 8 (Parking), Section 9.54 (Accessory Buildings), Section 10 (Procedures), Section 13 (Design Review), and Section 31 Village District (partial, Sec. 31.6 and 31.7 only).

Agenda Action: Ordinance

Recommendation

1) Conduct a Public Hearing; 2) Consider Planning Commission recommendations; and 3) Introduce an Ordinance (First Reading) amending Belmont Zoning Ordinance Section 2 (Definitions), Section 4 (Residential), Section 5A (Corridor Mixed Use-CMU), Section 8 (Parking), Section 9.54 (Accessory Buildings), Sections 10 (Procedures), Section 13 (Design Review), and Section 31 (Village) with such amendments related to implementation of the certified Housing Element, development standards in the Corridor Mixed Use District, consolidation of parking requirements into one section of the Belmont Zoning Ordinance, and other updates to clarify zoning regulations and improve implementation.

Strategic Focus Area

Economic Development and Housing

Background

The General Plan and Belmont Village Specific Plan were adopted in 2017 and since that time, there has been an increase in development activity in the City. Processing the development applications has provided the opportunity for staff to evaluate land use policies to see how they are working and assess if any changes are necessary. Additionally, State laws related to housing have been updated repeatedly in recent years, leading to changes to City policies to ensure consistency.

In January 2024, the Planning Commission and City Council considered amendments to the Belmont Zoning Ordinance to implement aspects of the Housing Element and State law. At that time, an increase to the height limit was proposed in the Corridor Mixed Use (CMU) District. At their January 16, 2024 meeting, the Planning Commission conducted a public hearing and considered the proposed amendments. There was considerable discussion about the proposed increase in height in the CMU zone. Some Commissioners expressed concerns about the number of floors that may be achieved under the increased height and community expectations based on previous discussions about height. Others favored policies that would maximize affordable housing. Several Commissioners expressed an interest in additional study of the CMU District height, including consideration of sufficient height for active ground floor uses and detailed design standards.

On January 23, 2024, the City Council considered the proposed increase in height in the CMU District along with the other proposed amendments to the Zoning Ordinance related to the Housing Element. The City Council directed staff to further analyze the height and objective standards in the CMU District to ensure the development standards align with the City's vision for the El Camino Real corridor while balancing other priorities. In addition to the proposed height increase for the CMU District, staff had identified additional areas of the Zoning Ordinance that would benefit from analysis and potential amendments to streamline processing, including consolidating parking standards and revisions to the way housing projects are processed that are required to have a "ministerial" or "by right" review under State law.

Staff retained the services of Lisa Wise Consulting (LWC), a firm that specializes in zoning code amendments and architectural modeling, to assist in the revisions to the CMU development standards and parking section of the Zoning Ordinance. On July 23, 2024, the Council considered a series of potential Zoning Ordinance text revisions including height increases in the CMU, and establishment of Floor Area Ratio (FAR) standards and specific height increase for hotels, changes related to the consolidation of parking requirements into one section of the Zoning Ordinance, and revisions to the approval criteria for applications to be consistent with Assembly Bill 2097 (which preempts parking requirements within one-half mile of the Caltrain station). The Council concurred with the recommendations of staff and directed staff to proceed with the proposed amendments. Please see Attachment D "Memo From Lisa Wise Consulting, dated September 5, 2025" which provides a summary background of the 2024 public discussions, analysis, recommendations, and amendments related to the Belmont Zoning Ordinance regulations for the Corridor Mixed Use (CMU) District.

Following July 23, 2024 City Council meeting, the proposed draft Zoning Ordinance text revisions were reviewed by the Planning Department staff who work directly with the community to interpret and implement the Zoning Ordinance on a routine basis. Planning staff provided additional comments on certain areas of the Zoning Ordinance to increase clarity without changes to the regulation and/or policy itself.

A community meeting to discuss the proposed revisions to the CMU Zoning District was held online via Zoom on October 24, 2024. During this meeting, City staff: 1) provided an overview of the CMU District itself; 2) discussed the existing land use & development regulations, as well as the proposed text amendments; and 3) invited community members to ask questions and provide comments. The meeting also included a City Staff presentation that focused on a series of development scenarios to assist the community in understanding how residential, office and hotel uses may be developed in the CMU District. Approximately five (5) members of the community attended the meeting and asked a few questions; members of the public did not provide any specific feedback or request revisions to the proposal.

Planning Commission Review: At their September 16, 2025 meeting, the Planning Commission conducted a public hearing, considered the proposed BZO text amendments, received public comment, and recommended Council adoption of the proposed amendments with a series of recommendations as noted below. See Attachment B, Planning Commission Resolution NO. 2025-22 and Attachment C, Planning Commission approved minutes, September 16, 2025.

The Planning Commission provided the following recommendations for City Council's consideration:

- Further modifications to Section 4, Residential: The Commission was concerned that residential care

facilities may be proposed with commercial or institutional styles of architecture and therefore not blend in with the neighborhood. The Commission recommended that staff evaluate adding language pertaining to residential care facilities to specify-such facilities shall only be allowed in single family residences to the extent such language is permissible by State Law, and if not, suggest any new, regulatory language that could be permissible by state law with the intent to mitigate any impact to single family neighborhoods to the extent feasible.

- Modifications to Section 13, Design Review: The Commission discussed the review authority over certain projects, especially housing projects in light of State law changes. The staff recommendation had included changing certain projects to Community Development Director authority to more easily comply with strict State processing timelines. After discussion, the Planning Commission recommended that additional consideration be given to the review authority for "Housing Development Projects" that are subject to "ministerial" or "by-right" processing by State Law. The Commission suggested additional analysis of what other cities are doing to address the timelines as well as options for public noticing. Staff will agendize additional discussion on this topic with the Planning Commission at an upcoming meeting.
- Additional amendments to address setback and stepback in the CMU District: After public comment and discussion, the Commission recommended revisions to help mitigate between new development and existing single family areas. Specifically, they recommended a revision to Sections 9.7.5 "Transitional Yards – C and M Districts" to increase setbacks along the rear and/or side lot lines to 15 feet. They also recommended an additional 5-foot stepback starting at the third floor and for every two floors thereafter for any property in the CMU District that abuts an R-1 District.
- Related, but outside of any recommended amendments to the Ordinance, the Planning Commission also discussed the possibility of future parking garages at the rear of properties and whether there should be design standards for parking garages that are adjacent to other land uses along rear property lines. The City Council may wish to direct staff to consider this topic in the future.

Analysis/Discussion

The proposed zoning text amendments are described below and can be found in Attachment A, Draft Belmont Zoning Text Amendments (ZTA) Ordinance. The Planning Commission's additional recommendations to individual sections of the BZO are included below, followed by the staff response and recommendation.

1. Draft Revisions Section 2, Definitions

There are several definition revisions within this Section focused on housing related terms in order to implement the certified Housing Element and comply with State Law. These include revisions to the terms *Residential Care Facility, Emergency Shelter, Family, Farmworker Housing, Low Barrier Navigation Center, Permanent Supportive Housing,* and *Short Term Rental.*

2. Draft Revisions Section 4, Residential

Revisions within this Section include enhanced and clarified language on certain residential uses to implement the certified Housing Element and comply with State Law. These include allowing small and large residential care facilities, mobile home parks, and transitional and affordable housing located in single-family districts to be outright, permissible land uses.

Staff also included minor amendments to distinguish between *accessory buildings* and *accessory*

structures to improve clarity and customer service. Staff has found that the language has been confusing to applicants and seeks to provide clarity without changing the underlying policy. This is a staff-initiated change.

> *Planning Commission Additional Recommendation:*
> As noted above, the Planning Commission recommended staff evaluate adding language pertaining to residential care facilities to specify that such facilities shall only be allowed in single family residences to the extent such language is permissible by State Law, and if not, suggest any new, regulatory language that could be permissible by state law with the intent to mitigate any impact to single family neighborhoods to the extent feasible.
>
> *Staff Response and Recommendation*: ***No further amendments recommended at this time.*** Concern was expressed that such uses could result in non-residential architectural design in a single family neighborhood. Although State Law requires approval of residential care facilities outright, any associated building modifications and/or construction would be subject to the design review guidelines and standards applicable to single family homes. Staff does not recommend any additional changes to the ordinance to address the Planning Commission's concerns because the use is allowed by State law and the architectural design will be subject to the City's existing requirements for buildings in the single family zoning districts.

3. Draft Revisions Section 5A, Corridor Mixed Use (CMU)

These revisions pertain to the Corridor Mixed Use (CMU) District which is located on El Camino Real to the north and south of the Belmont Village Specific Plan area and is considered a major regional commercial and transit corridor. The CMU District is intended to accommodate community- and visitor-serving retail and services, lodging, office and high density residential in a mixed-use setting. (See Attachment F for a map of the CMU District.)

The current base height limit is 45' and projects with community benefits approved by City Council are allowed to have a height of 55'. Analysis of various development scenarios and market-based assumptions concluded such standards may limit development due to current construction methods and market preferences. Please see Attachment D, Lisa Wise Consulting Memo, dated September 5, 2025, for more detail on the original analysis conducted in evaluating increased heights in the CMU District.

In summary, revisions proposed include:

- Increase the base height from 45' to 50' to facilitate inclusion of viable retail space on ground floors and provide for more architectural variety.
- Increase the community benefits height from 55' to 60' so that commercial projects have an approval pathway through City Council if the community benefits outweigh potential impacts and to allow flexibility for future office projects that might bring significant benefits to the City.
- Establish separate development standards for hotels, not applicable to any other type of development, so as to incentivize hotel development. Hotels are considered beneficial to cities due to the associated direct tax revenues from Transient Occupancy Tax (TOT), property tax, and sales (food/beverage and retail sales tax). These standards include:
    - A 2.5 FAR and 65' in height (with no requirement to apply for the community benefit bonus), in an attempt make it more feasible to achieve the requirements for architectural style and amenities that are required by some national brand hotels while acknowledging the economic benefit hotels provide.

- Removal of the requirement for a Conditional Use Permit for hotels, making hotels a permitted use in the CMU District.

Similar to the revisions proposed in *Section 4, Residential* above, a series of changes are proposed to enhance and clarify language for permitted residential uses for consistency with updated housing related terms per State Law and the City's adopted Housing Element.

Planning Commission Additional Recommendation: As noted above, the Planning Commission recommended staff make further revisions to increase the distance between any proposed new commercial and/or mixed-use building that abuts a R-1 district to mitigate potential impacts on adjacent residential properties. Thus, while the Commission's recommendations were not specific zoning text amendments to Section 5-CMU directly, such proposed revisions would be applicable to development of properties within the CMU District by reference. Specifically, the Commission recommended to maintain reference to the transitional yard requirements of Section 9.7.5 within the CMU Ordinance but make revisions to the specific standards of Section 9.7.5 "Transitional Yards – C and M Districts" as follows:

- Increase the rear and/or interior side setback to a minimum of 15 feet.
- Require an additional 5-foot stepback starting at the third floor and an additional 5-foot stepback for every two floors thereafter.

Staff Response and Recommendation: ***Do not make amendments to Section 9.7.5 but instead revise amendments to Section 5 - CMU related to setbacks and stepbacks to mitigate potential impacts on abutting single family properties.*** The Planning Commission received public comments from a residential property owner adjacent to the CMU District which raised important questions about the required setbacks in the CMU District. Staff further analyzed the issues raised and concluded that the existing standards lack clarity and are difficult to apply; some standards are included in Section 5 related to specifically to the CMU District and other standards are included in Section 9 related to Transitional Yards in all C Districts. Under the current standards, the required side or rear setback would vary from zero to ten feet, depending on the proposed use and adjacent use.

Staff asked the consultants to analyze the Planning Commission recommendation to potential build-out impacts (i.e. the loss of floor area and parking spaces) if the setback and step-back recommendations were to apply. Staff additionally asked LWC to also evaluate an alternative scenario, that still increased setbacks and stepbacks, but not to the same degree the Planning Commission recommended. This supplemental analysis has been prepared and is included as Attachment E, Lisa Wise Consulting – Alternative Scenario Graphics, dated November 12, 2025.

To support this analysis, staff mapped how many single family zoned parcels are adjacent to the CMU district and determined there are 11 affected parcels (Attachment F, Map of CMU Parcels Adjacent to R-1 District). The map also illustrates that the impacted parcels are located on the northern and southern most portions of the CMU District. In these areas, the slope of the properties goes up fairly quickly from El Camino Real to the west. In that context, future development would be expected to do grading to the level of El Camino Real, essentially fitting new buildings into the hillside. Lisa Wise Consulting has prepared an example of how new development would likely be positioned compared to an existing single family home (also included in Attachment E).

The additional analysis shows that implementation of the Planning Commission's recommendations could result in meaningful constraints on potential future development for properties in the CMU District abutting an R-1 District for several reasons. The lots along EL Camino Real are relatively shallow and lack the depth to accommodate a range of site plans. As a result, while development may still be feasible, there would be less flexibility to achieve a range of building arrangements. Including more than one stepback in multi-story buildings leads to additional cost and complexity since it is more expensive to design and build these projects. Additionally, the reduction of floor area may impact project feasibility.

In light of these constraints, staff recommends that the City Council consider an alternative proposal that would still increase the setback and stepback, but to a lesser degree than recommended by the Planning Commission. Staff presents this option as a middle ground that would implement the Planning Commission's intent of mitigating the impact of new development on existing single family homes and retain more flexibility to support new development. The details of the alternative proposal are as follows:

- Delete existing Section 5A.1.8 of the CMU Ordinance which states, *"TRANSITIONAL YARDS - Transitional yards shall be provided according to the regulations as set forth in Section 9.7.5."* This removes the cross reference to a different part of the Zoning Ordinance so the applicable standards would all be within the CMU District.

- Revise Section 5A.1.11 SITE DEVELOPMENT STANDARDS of the CMU Ordinance to:

    - Require the minimum 10-foot setback be applicable along all rear and/or interior side property line abutting an R-1 (single family) district. This replaces the previous requirement from Section 9 and applies the setback consistently for rear and interior side setbacks.

    - Require a minimum upper story stepback of five feet for the third story and above along all rear and/or interior side property lines abutting an R-1 (single family) district. This adds a new stepback requirement that is not currently in place.

    - Update existing language that is unclear and difficult to implement.

4. <u>Draft Revisions Section 8, Parking</u>

The City's parking requirements are currently in three sections of the Zoning Ordinance as a result of how the City's policies have evolved over time. Section 8 is the original parking code, Section 8A covers the CMU and Regional Commercial Zoning Districts, and Section 31 covers the BVSP districts. Staff has been implementing the separate requirements for several years and has found it to be challenging for applicants and staff to interpret. Staff recommends consolidating all parking requirements into one place for clarity, consistency, and updating to current best practices. Proposed revisions include:

- Changing narrative standards to tables.
- Separating parking regulations by similar zoning districts into two separate tables (currently all within one table) for ease of understanding.
- Changing units of measurement to modern standards, such as linking requirements to physical measurements (like floor area) instead of things that might change (like employees).
- Removing outdated land uses.
- Revising the approval criteria for applications that would increase parking above the maximum or

below the minimum.

- Updating language to be consistent with AB 2097, which preempts parking requirements within one half mile of the Caltrain station.
- Consolidating and clarifying the types of parking exceptions, reductions, and alternative compliance opportunities allowed in the Zoning Ordinance.

The Zoning Ordinance currently specifies that the Zoning Administrator has the authority to make certain determinations related to technical aspects of parking, such as proposed parking reductions, distances for drive aisles and other proposed variations in parking standards or dimensions. The proposed amendments would transfer that authority to the Community Development Director as these determinations are technical in nature and this change would align with other established administrative review processes.

5. Draft Revisions Section 9.5.4, Accessory Buildings

Revisions to this section are limited to the additional reference of the term *accessory structures*, to clarify the purpose and intent that such general regulations are applicable to both accessory buildings and accessory structures. These revisions address consistency with the proposed amendments to Section 4 described above.

6. Draft Revisions Section 10.8, Procedures

Revisions to this section address housing projects requesting reasonable accommodation for a modification or exemption from the standard zoning regulations for persons with disabilities. Specifically, the proposed revisions are limited to removing one finding and minor clean up language. The proposed revisions are in accordance with State Law and for consistency with the City's certified Housing Element.

Also, similar to the revisions in Section 8, revisions are proposed to revise the decision-making body of this administrative process from Zoning Administrator to Community Development Director to be consistent with other established administrative type review processes.

7. Draft Revision Section 13, Design Review

The revisions in Section 13 are to the Objective Design Standards (ODS) that are intended to improve clarity, not change policy. In implementing the Design Standards on recent projects, staff has found the organization of the section to be difficult to implement. Staff proposes to group standards with similar intended context, as well as clarify what Design Standards are stand-alone requirements to be met in every type of development, and what regulations are intended to be categorized together to provide a "menu" of options available for a development to meet the overarching design standard. These changes were initiated by Staff in response to questions received from applicants on how the standards are implemented.

At the time of the Planning Commission review, staff proposed changes to the review authority for housing development projects subject to streamlined review under State law. After discussion, Planning Commission recommended additional study of these issues, including what neighboring jurisdictions are doing to address State timelines and options for public noticing. As such, this set of amendments does *not* include revisions to review authority for housing projects. This topic will be agendized for future discussion by the Planning Commission.

8. Draft Revisions Section 31 (partial, 31.6 and 31.7 only), Village Districts

Subsections 31.6 and 31.7 include parking regulations pertaining to properties located in the Village

Districts. These noted subsections of Section 31 are related to parking regulations and are proposed to be deleted in their entirety and integrated into *Section 8, Parking* for clarity, consistency and cohesiveness of all City parking regulations (as noted in the discussion above); with the exception of one (1) parking standard to remain. This is a parking design standard relative to above ground Parking Structures that include ground floor habitable space; the proposed development of such structure would be limited to construction within the Village Districts and not applicable, nor desired, to be constructed elsewhere in the City.

General Plan Goal and Policy Support

The General Plan identified goals, policies and programs that are supported by the proposed zoning text amendments, as follows:

Policy 2.1-1 Maintain consistency between the General Plan and the Zoning Ordinance and Zoning Map.

GOAL H4: Removal of constraints on the production of housing.

> *Basis of Support: Textual updates proposed in this series of BZO updates, allows specific housing (and other)-related definitions and associated development regulations and procedural processes to be updated in order both support and comply with the adopted Housing Element and its implementation plan, the Belmont Village Specific Plan, as well as comply with State Law.*

GOAL 2.6 Promote opportunities for continued economic growth and vitality, resulting in wider shopping and dining opportunities for residents, increased local employment opportunities, enhanced attractions for visitors, increased sales tax revenues, and a stronger community image.

Policy 2.17-2 Support efforts to increase the tax base in Belmont and maintain fiscal sustainability.

Policy 2.20-1 Support the development, redevelopment, and enhancement of private properties along El Camino Real.

> *Basis of Support: Amending the City's zoning ordinance to update some of the regulations for land uses in the City's CMU District, located on El Camino Real which is a major regional commercial and transit corridor in the City, including a more specific series of development regulations pertaining to hotels in this District, will provide clarity and remove regulatory limitations to identified, permissible land uses seen with related economic sectors, which may promote economic vitality and expand employment opportunities. Clarifying and consolidating the parking regulations City-wide, will allow standards to align throughout the City, for more efficient implementation of these regulations for future residential, commercial and industrial development; all of which could contribute to a positive tax base increase for the City.*

Environmental Review

The proposed amendments to the Zoning Ordinance qualify for the "common sense exemption" in the California Environmental Quality Act (CEQA) Guidelines. CEQA Guideline section 15061(b)(3) provides that a project is exempt from CEQA if the activity is covered by the common-sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. The project is consistent with the 15061(b)(3) exemption for the following reasons:

- The amendments are consistent with the land use designations and development densities established

in the General Plan and analyzed in the certified General Plan Program Environmental Impact Report (EIR).

- The amendments proposed would not allow for the direct development of properties; instead, each future development application would be subject to the appropriate level of CEQA review at the time of application.
- The amendments to implement the Housing Element are within the scope of the Housing Element Program EIR certified on January 30, 2023.

Based on the above criteria, the project would not have the potential for causing a significant effect on the environment due to the nature and extent of these proposed zoning text revisions and is exempt from further environmental review per CEQA Guideline 15061(b)(3).

Alternatives

1. Suggest alternative language for the BZO text amendments.
2. Refer the item back to staff for further evaluation.

Attachments

A. Zoning Text Amendments Ordinance – Section 2 (Definitions), Section 4 (Residential), Section 5A (Corridor Mixed Use-CMU), Section 8 (Parking), Section 9.54 (Accessory Buildings), Section 10 (Procedures), Section 13 (Design Review), and Section 31 (Village).

B. Planning Commission Resolution NO. 2025-22

C. Planning Commission Approved Minutes, September 16, 2025

D. Lisa Wise Consulting Memo, dated September 5, 2025

E. Lisa Wise Consulting Alternative Scenario Graphics, dated November 12, 2025

F. Map of CMU Parcels Adjacent to R-1 Parcels

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed:

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

** Public notice mailed to all property owners within 300' of the CMU District

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BELMONT AMENDING BELMONT ZONING ORDINANCE (ORDINANCE NO. 360) TO IMPLEMENT THE 2023-2031 HOUSING ELEMENT AND CONFORM EXISTING REGULATIONS

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

SECTION 1. FINDINGS

The City Council finds the zoning regulation amendments herein are consistent with the general plan and the Belmont Village Specific Plan.

SECTION 2. BZO § 2.3 AMENDED

Belmont Zoning Ordinance Section 2.3 is amended to read:

2.3 ACRE, NET – Means area of a site or lot, excluding land to be dedicated for required easements for vehicles or rights-of-way, either public or private, land that is unbuildable because of flood hazards, and land to be dedicated for parks, schools, and other public uses.

SECTION 3. BZO § 2.33.1 AMENDED

Belmont Zoning Ordinance Section 2.33.1 is amended to read:

2.33.1 CABARET – A restaurant, tavern, or lounge which provides live musical entertainment on the premises.

SECTION 4. BZO § 2.45 AMENDED

Belmont Zoning Ordinance Section 2.45 is amended to read:

2.45 CONVALESCENT HOME - (See Residential Care Facility)

SECTION 5. BZO § 2.48.3 (DENSITY TRANSFER) AMENDED

Belmont Zoning Ordinance Section 2.48.3 is amended to read:

2.48.3 DENSITY TRANSFER - The permanent transfer of residential units in the HRO-2 Zoning District from one group of lots to another noncontiguous site along the same roadway and within the same statistical sub-area as shown on the San Juan Hills Area Plan.

SECTION 6. BZO § 2.48.3 (DAY CARE CENTER) RENUMBERED

Belmont Zoning Ordinance Section 2.48.3 “Day Care Center” is renumbered 2.48.4.

SECTION 7. BZO § 2.57.1 RENUMBERED § 2.57.2

Belmont Zoning Ordinance Section 2.57.1 “Entry level” is renumbered 2.57.2

SECTION 8. BZO § 2.57.1 ADDED

Belmont Zoning Ordinance Section 2.57.1 "Emergency Shelter" is added to read:

2.57.1 EMERGENCY SHELTER - As defined in California Health and Safety Code Section 50801(e), housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. Emergency shelters include associated uses such as low barrier navigation centers, emergency bridge housing communities, and respite/recuperative care.

SECTION 9. BZO § 2.59 AMENDED

Belmont Zoning Ordinance Section 2.59 is amended to read:

2.59 FAMILY – One or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit.

SECTION 10. BZO § 2.59.1 ADDED

Belmont Zoning Ordinance Section 2.59.1 is added to read:

2.59.1 FARMWORKER HOUSING. Employee housing as set forth in California Health and Safety Code § 17008 for farmworkers.

SECTION 11. BZO § 2.60 AMENDED

Belmont Zoning Ordinance Section 2.60 is amended to read:

2.60 FLOOR AREA, GROSS – means the sum of all finished and unfinished framed-in floor surfaces with an interior vertical height of six and one-half feet or more from floor to ceiling, capable of accommodating living space, measured from exterior walls plus garages, utility rooms, and enclosed accessory structures. Covered decks, porches, patios, carports, and other covered areas which are not enclosed on all sides are not counted as gross floor area. For the purposes of calculating floor area and an associated floor area ratio (FAR) other than for single family or duplex and related accessory structures, the gross floor area does not include underground parking, partially underground parking with no more than three feet above sidewalk level, or parking structures that are interior to a commercial, residential, or mixed-use building.

SECTION 12. BZO § 2.85.2 RENUMBERED § 2.85.3

Belmont Zoning Ordinance Section 2.85.2 "Mixed Use" is renumbered 2.85.3.

SECTION 13. BZO § 2.85.1 RENUMBERED § 2.85.2

Belmont Zoning Ordinance Section 2.85.1 "Maintenance and Repair Service" is renumbered 2.85.2.

SECTION 14. BZO § 2.85.1 ADDED

Belmont Zoning Ordinance Section 2.85.1 is added to read:

2.85.1 LOW BARRIER NAVIGATION CENTER. A housing-first service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities

while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter and housing, consistent with California Government Code § 65660.

SECTION 15. BZO § 2.92 AMENDED

Belmont Zoning Ordinance Section 2.92 is amended to read:

2.92 NURSING OR CONVALESCENT HOME - see "Residential Care Facility."

SECTION 16. BZO § 2.96.1 RENUMBERED § 2.96.2

Belmont Zoning Ordinance Section 2.96.1 "Personal Services, General" is renumbered 2.96.2.

SECTION 17. BZO § 2.96.2 RENUMBERED § 2.96.3

Belmont Zoning Ordinance Section 2.96.2 "Personal Services, Limited" is renumbered 2.96.3.

SECTION 18. BZO § 2.96.1 ADDED

Belmont Zoning Ordinance Section 2.96.1 is added to read:

2.96.1 PERMANENT SUPPORTIVE HOUSING. Housing with no limit on length of stay, that is occupied by the target population and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community, and consistent with California Government Code Section 65583 and Sections 65650 through 65656. This paragraph is advisory only and not intended to deviate from state law as it may be amended from time to time.

SECTION 19. BZO § 2.97.1 RENUMBERED 2.97.2

Belmont Zoning Ordinance Section 2.97.1 "Prescribed Articulation" is renumbered 2.97.2. Section 2.97.1 "Plate Height" is unchanged.

SECTION 20. BZO §§ 2.100.1, 2.100.2, 2.100.3, 2.100.4 RENUMBERED

Belmont Zoning Ordinance Section 2.100.1 "Residential Care Facility" is renumbered 2.100.2.

Belmont Zoning Ordinance Section 2.100.2 "Residential Care Facility, Small" is renumbered 2.100.3.

Belmont Zoning Ordinance Section 2.100.3 "Residential Design Criteria" is renumbered 2.100.4.

Belmont Zoning Ordinance Section 2.100.4 "Residential Design Guidelines" is renumbered 2.100.5.

SECTION 21. BZO § 2.102 AMENDED

Belmont Zoning Ordinance Section 2.102 is amended to read:

2.102 REST HOME - (See Residential Care Facility).

SECTION 22. BZO § 2.105.1 ADDED

Belmont Zoning Ordinance Section 2.105.1 added to read:

2.105.1 SHORT TERM RENTAL - A dwelling unit, or portion of a dwelling unit, rented to paying guests for short stays of 30 consecutive days or less.

SECTION 23. BZO §§ 2.105.1, 2.105.2 RENUMBERED

Belmont Zoning Ordinance Section 2.105.1 "Signal Access Reasonable" is renumbered 2.105.2.

Belmont Zoning Ordinance Section 2.105.2 "Social Service Center" is renumbered 2.105.3.

SECTION 24. BZO § 2.119a RENUMBERED

Belmont Zoning Ordinance Section 2.119a is renumbered 2.119.1

SECTION 25. BZO §§ 2.122a, 2.122b RENUMBERED

Belmont Zoning Ordinance Section 2.122a is renumbered 2.122.1.

Belmont Zoning Ordinance Section 2.122b is renumbered 2.122.2.

SECTION 26. BZO § 4.2.1 AMENDED

Belmont Zoning Ordinance Section 4.2.1 is amended to read:

4.2.1 PERMITTED USES

(a) Single family residences in which not more than two paying guests may be lodged or furnished meals.

(b) Accessory dwelling units in compliance with development standards outlined in Section 24, Accessory Dwelling Unit.

(c) Crop and tree farms and gardens.

(d) Accessory buildings, structures, and uses located on sites zoned for single family residences and clearly related to the on-site single family residence. See Section 9.5.4 for general regulations applicable to accessory buildings. Permitted accessory buildings, structures, and uses include the following, but are not limited to:

Accessory Buildings

(1) Garages and carports. (See Section 9.5.4(a).)

(2) Greenhouses.

(3) Storage buildings.

(4) Recreation rooms.

(5) Hobby shops provided that no noisy or otherwise objectionable machinery or equipment is used and provided that no sales are made therefrom.

Accessory Structures

(6) Private swimming pools and spas.

(7) Garden structures (such as pergola, trellis, etc that require a building permit).

(8) Playhouse / play structure

(e) Home occupations as defined in Section 2.68.

(f) Residential care facilities that serve seven or more persons.

(g) Residential care facilities, small that serve six or fewer persons.

(h) Temporary subdivision sales offices in accordance with the provisions of Section 9.5.2 of this Ordinance.

(i) Temporary buildings or trailers used during construction on the site, for a period not to exceed the duration of such construction.

(j) Transitional and supportive housing located in single-family residences.

(k) Signs as regulated in Section 4.2.8 herein.

(l) Television antennas provided that all such antennas shall be attached to the residence structure.

SECTION 27. BZO § 4.2.2 AMENDED

Belmont Zoning Ordinance Section 4.2.2 is amended to read:

4.2.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit:

(a) Public parks and playgrounds and other public recreation facilities.

(b) Golf course, public or private.

(c) Public, parochial and private elementary schools and high schools.

(d) Kindergartens, nursery schools and day-care centers.

(e) Private, non-profit schools and colleges not including business, professional or trade schools and colleges.

(f) Churches, parish houses, monasteries, convents and other religious institutions.

(g) Mobile home park.

(h) Public and private philanthropic institutions.

(i) Public and private, non-profit libraries, art galleries and museums.

(j) Public buildings and grounds when found by the Commission to be necessary for the public health, safety or welfare.

(k) Public utility and public service structures or installations when found by the Commission to be necessary for the public health, safety or welfare.

(l) Incidental and accessory structures and uses located on the same site with and necessary to the operation of a Conditional Use.

(m) Television antennas of a height greater than 15 feet.

(n) Radio transmittal antennas, but excluding commercial broadcasting facilities.

SECTION 28. BZO § 4.2.3 AMENDED

Belmont Zoning Ordinance Section 4.2.3(e) is amended to read:

(e) HEIGHT (Single-Family Districts) - The maximum height of a primary structure is 28 feet. Except as provided in Section 24, the maximum height of an accessory building or accessory structure is 15 feet.

Belmont Zoning Ordinance Section 4.2.3(g) is amended by deleting Table 6 following (g)(2).

All other portions of Belmont Zoning Ordinance Section 4.2.3 remain unchanged.

SECTION 29. BZO § 4.2.4 AMENDED

Belmont Zoning Ordinance Section 4.2.4 is amended to read:

4.2.4 FRONT YARD - Except as provided in Section 9.7.4, the minimum depth of the front yard is as follows: R-1E and R-1H Districts shall be 25 feet; Lots in the R-1A, R-1B and R-1C Districts with frontage on a 50-foot wide public right-of-way shall be 15 feet; lots in the R-1A, R-1B, and R-1C Districts with frontage on a 40-foot wide public right-of-way shall be 20 feet; however, no building occupying property fronting on a private road or easement shall be less than 25 feet from the closest line of such private road or easement. For garages with entrances that are perpendicular to the street, the minimum on-site driveway length from property line to the face of the garage shall be 18 feet. The 18 feet shall be provided entirely within the subject property, except as provided by Section 8.2.4.

SECTION 30. BZO § 4.2.5 AMENDED

Belmont Zoning Ordinance Section 4.2.5 is amended to read:

4.2.5 SIDE YARD

(a) For a single family dwelling, the minimum width of the side yard on interior lot lines shall be 15 feet in the R-1E Districts; in the R-1A, R-1B, R-1C and R-1H Districts side yard setbacks shall be ten (10) percent of the lot width with a minimum setback of six (6) feet and a maximum setback of nine (9) feet.

(b) On the side lot line having frontage on a street of a corner lot in any R-1E Districts, the minimum width shall be 25 feet and in any R-1A, R-1B and R-1C Districts the minimum width shall be 15 feet and for a principal building other than a single family dwelling, the minimum width of such side yard shall be not less than one-half the height of the building, but in no case less than 15 feet.

(c) Except as provided in Section 24, no accessory building or accessory structure on a reversed corner lot shall project beyond the inner line of the front yard required on the adjacent lot to the rear, nor be located less than five feet from the side lot line of such adjacent lot.

(d) Except as provided in Section 24, a detached accessory building or accessory structure on an interior lot must be located at least five feet from the side lot line.

(e) Except as provided in Section 24, a detached accessory building or accessory structure on a corner lot must be located at least fifteen feet from side lot line having frontage on a street, and five feet from the interior side lot line.

SECTION 31. BZO § 4.2.6 AMENDED

Belmont Zoning Ordinance Section 4.2.6 is amended to read:

4.2.6 REAR YARD - The minimum depth of any rear yard is 30 feet in the R-1E and R-1H Districts, 20 feet in the R-1A Districts, and 15 feet in the R-1B and the R-1C Districts; Accessory buildings and accessory structures (i.e. garages, and storage sheds) may be built to within five feet of any rear lot line in all Single Family Residential (R-1) Districts.

TABLE 6 - SETBACKS FOR LARGER RESIDENCES

Setback (feet)	R-1 District	
	R-1A	R-1B, R-1C
Front	20, 25	20, 25
Rear	25	20
Side	15% lot width or 10 ft. whichever is greater	15% lot width or 10 ft. whichever is greater
Street Side	20	20

SECTION 32. BZO § 4.2.11 AMENDED

Belmont Zoning Ordinance Section 4.2.11 is amended to read:

[Subsections (a) through (b) - text unchanged]

(c) ADMINISTRATIVE EXCEPTIONS. The Zoning Administrator may administratively approve exceptions to floor area standards for single family homes in Table 4 – Slope\Intensity on lots 5,000 square feet or greater for the following types of projects after making the findings listed under Section 4.2.11(b)(2)(A) – (C).

[Subsections (c)(1) through (c)(2) - text unchanged]

SECTION 33. BZO § 4.3.1 AMENDED

Belmont Zoning Ordinance Section 4.3.1 is amended to read:

4.3.1 PERMITTED USES

(a) Single family residences meeting R-1B development standards, in which not more than two paying guests may be lodged and/or furnished meals.

(b) Accessory dwelling units in compliance with Section 24.

(c) Two family dwellings or duplex structures.

(d) Accessory buildings, structures and uses located on sites zoned for single family or duplex dwellings and for which the use is clearly related to the on-site single family or duplex dwelling, including, but not limited to, the following:

(1) Garages and carports.

(2) Garden structures.

(3) Greenhouses.

(4) Storage buildings.

(5) Recreation rooms.

(6) Hobby shops provided that no noisy or otherwise objectionable machinery or equipment is used and provided that no sales are made therefrom.

(7) Private swimming pools.

(e) Home occupations as defined in Section 2.68.

(f) Residential care facilities that serve seven or more persons.

(g) Residential care facilities, small that serve six or fewer persons.

(h) Temporary subdivision sales offices in accordance with the provisions of Section 9 of this Ordinance.

(i) Temporary buildings or trailers used during construction on the site, for a period not to exceed the duration of such construction.

(j) Transitional and supportive housing located in single-family or two-family residences.

(k) Signs as regulated in Section 4.2.8 herein.

SECTION 34. BZO § 4.4.1 AMENDED

Belmont Zoning Ordinance Section 4.4.1 is amended to read:

4.4.1 PERMITTED USES

(a) Any use permitted in the R-2 Residential Districts. New dwelling unit construction on vacant R-3 project sites must contain the minimum density permitted in the district, inclusive of Accessory Dwelling Units that can be constructed without approval of a Variance to a development standard.

(b) Multi-family dwellings.

(c) Permanent supportive housing.

(d) Transitional and supportive housing.

(e) Farmworker housing.

(f) Single-family row dwellings.

(g) Accessory uses which are necessary to multi-family dwellings and single-family row dwellings.

(h) Accessory Dwelling Units

SECTION 35. BZO § 4.4.3 AMENDED

Belmont Zoning Ordinance Section 4.3.3 is amended to read:

4.4.3 SITE AREA, DIMENSION AND DENSITY LIMITATIONS

(a) LOT AREA

(1) Every building hereafter erected or structurally altered as a multiple-family dwelling, apartment or row dwelling structure containing more than two dwelling units in the R-3 Districts shall provide a lot area per dwelling unit of not less than 1,950 square feet plus 250 square feet for each bedroom in such unit, and no such use shall be established on a site less than 6,000 square feet in area, except as provided in (a)(2):

(2) Where a building site is of such size as to provide an excess area over and above the minimum required area of 1,950 square feet per dwelling unit, one additional dwelling unit, not including a bedroom, may be constructed or structurally altered, provided the excess lot area is 1,000 square feet or more.

(b) LOT AREA - CONDITIONAL USE - The minimum area and dimension of site for Conditional Uses which constitute the principal use of the property shall be prescribed by the Commission at the time a Conditional Use is authorized, but in no case shall any such site be less than 10,000 square feet in area, or less than 75 feet in average width.

(c) FLOOR AREA RATIO - The floor area ratio of buildings and structures on a building site in this District shall not exceed 0.85.

(d) HEIGHT LIMITATION - No multi-family structure in any R-3 District shall have a height in excess of two stories designed for living purposes or 35 feet, provided that in the case of structures having frontage on the down slope side of a street the maximum height and number of stories may be measured from top of curb at mid-point of frontage of said lot.

SECTION 36. BZO § 4.5.2 AMENDED

Belmont Zoning Ordinance Section 4.5.2 is amended to read:

4.5.2 CONDITIONAL USES - The following uses are be permitted only when authorized by a Conditional Use Permit:

(a) Any Conditional Use permitted in the R-3 Multi-Family Residential Districts.

(b) Lodging, boarding or rooming houses as defined in this Ordinance.

(c) Private clubs or lodges, except those the chief activity of which is a service normally carried on as a business. The serving of food and meals may be permitted provided that adequate dining room space and kitchen facilities are available. The sale of alcoholic beverages to members and their guests may be allowed in conjunction with the operation of a dining room, or they may be served in a separate room or rooms.

(d) Fraternity and sorority houses.

(e) Hospitals and sanitariums, but not including animal hospitals.

SECTION 37. BZO § 4.7.2 AMENDED

Belmont Zoning Ordinance Section 4.7.2 is amended to read:

4.7.2 PERMITTED USES - The following uses are be permitted in the HRO-1, HRO-2 and HRO-3 Districts:

(a) Single family residences except in the HRO-3 Zone west of Hastings Drive and accessed by Carlmont Drive.

(b) Private stables for the keeping of horses as provided for in the City Code.

(c) Accessory structures and uses located on the same site as a single family residence for which the use is clearly related to single-family dwelling, including the following:

(1) Garages and carports.

(2) Garden structures.

(3) Greenhouses.

(4) Storage buildings.

(5) Recreation rooms.

(6) Hobby shops provided that no noisy or otherwise objectionable machinery or equipment is used and provided that no sales are made therefrom.

(7) Private swimming pools.

(8) Accessory Dwelling Units.

(d) Home occupations as defined in Section 2.68 and associated signs not exceeding one square foot in area.

(e) Residential care facilities that serve seven or more persons.

(f) Residential care facilities, small that serve six or fewer persons.

(g) Temporary subdivision sales offices in accordance with the provisions of Section 9.5.2 of this Ordinance provided such use is for no more than 60 days.

(h) Temporary buildings or trailers used during construction on the site, for a period not to exceed the duration of the related building permit.

(i) Transitional and supportive housing located in single-family residences.

(j) A sign not exceeding 4 square feet in area pertaining to the sale, lease, rental, or display of the property on which the sign is located.

(k) Small-family day care homes.

SECTION 38. BZO § 4.7.3 AMENDED

Belmont Zoning Ordinance Section 4.7.3 is amended to read:

4.7.3 CONDITIONAL USES - The following uses are permitted in the HRO-1, HRO-2, and HRO-3 Districts, except as otherwise specified, only when authorized by a Conditional Use Permit:

(a) Public parks and playgrounds and other public recreation facilities.

(b) Public, parochial and private elementary schools and high schools.

(c) Kindergartens, nursery schools and large-family day-care homes.

(d) Churches, parish houses, monasteries, convents and other religious institutions.

(e) Public and private philanthropic institutions.

(f) Public and private, nonprofit libraries and museums.

(g) Public buildings and grounds when found by the Commission to be necessary for the public health, safety or welfare.

(h) Public utility and public service structures or installations when found by the Commission to be necessary for the public health, safety or welfare.

(i) Incidental and accessory structures and uses located on the same site with and necessary to the operation of a Conditional Use.

(j) Clustered dwelling units in the HRO-1 and HRO-3 zones, and townhouses in the HRO-3 Zone.

(k) Density transfer of dwelling units in the HRO-2 Zone.

(l) Floor area transfer in the HRO-2 Zone.

(m) Mobile home parks.

(n) Signs for conditional uses, which do not exceed 10 square feet in area, are not illuminated, and are wall mounted.

SECTION 39. BZO § 4.7.11 AMENDED

Belmont Zoning Ordinance Section 4.7.11 is amended to read:

4.7.11 HRO-2 ZONING DISTRICT STANDARDS

[Subsections (a) through (d) - text unchanged]

(e) DENSITY TRANSFER - The permanent transfer of residential units in the HRO-2 Zoning District from one group of lots to another noncontiguous site along the same roadway and within the same statistical subarea as shown on the San Juan Hills Area Plan is permitted upon approval of a conditional use permit by the Planning Commission. Density transfer use permits are subject to the following:

[(e)(1) through (e)(3)(F) text unchanged]

(f) LOT LINE ADJUSTMENTS: Lot line adjustments are permitted in the HRO-2 Zoning District upon approval by the Zoning Administrator. Any lot line adjustment resulting in four or more reconfigured lots shall be subject to a public hearing by the Planning Commission. Lot line adjustment applications are subject to the following:

(1) Application Requirements:

(A) Site plan of the proposed parcels showing existing property lines, the proposed sizes of the newly configured parcels, and the locations of all homes, driveways, and grading.

(B) An approved road improvement plan.

(2) Standards for Lot Line Adjustments:

(A) The lot size standards of Section 4.7.11(a) must be met. They may be waived if the following standards are met:

(i) The proposed lot line adjustment is consistent with the policies of the San Juan Hills Area Plan and the Geologic Hazards Ordinance.

(ii) The pattern of development which would result is better than could be achieved through the application of this ordinance without lot line adjustment, due to less grading, less street and utility extension, and better building site locations.

(ii) The total number of lots is reduced.

(iv) No reconfigured lot shall be less than 10,000 sq. ft. and no lot shall be reduced from its present size.

(v) Adequate infrastructure exists or its construction is assured.

(B) For each lot eliminated 900 sq. ft. shall be allowed on the reconfigured site in addition to that which would be allowed on the newly configured lot by the floor area standards of Section 4.7.11(b), up to a maximum of 3,500 sq. ft.

SECTION 40. BZO § 4.7.12 AMENDED

Belmont Zoning Ordinance Section 4.7.12 is amended to read:

4.7.12 HRO-3 ZONING DISTRICT STANDARDS

(a) RESIDENTIAL DENSITY AND LOT SIZE STANDARDS - Each lot existing as of the time of application of this ordinance and each lot created by land division must comply with the General Density and Lot Size Standards of Section 4.7.9 unless a use permit for clustering of single family homes or townhouses is granted.

(b) FLOOR AREA - Except as provided in Section 24, the maximum allowable floor area for single-family homes is 3,500 sq. ft. and 3,750 sq. ft. for single-family homes with three-car garages, 2,500 sq. ft. average unit size for townhouse developments, and 2,500 sq. ft. for single-family homes on substandard lots and on lots over 45% average slope.

(c) CLUSTERING OF SINGLE FAMILY RESIDENCES AND TOWNHOUSES - The grouping of single family residences and townhouses on smaller lots than specified in Table 1 may be allowed in the HRO-3 District with a Conditional Use Permit.

(1) Application requirements. A Conditional Use Permit application for clustering or townhouses must include the following:

(A) A map showing the existing parcels with dimensioned parcel boundaries, parcel areas, and topography at five foot contour intervals or less.

(B) Site plan showing the proposed parcels with dimensioned parcel boundaries, parcel areas, together with proposed locations of all homes, yard areas, driveways, and grading.

(C) A proposal for the location, ownership, and management of the permanent open space.

(D) A detailed storm drainage runoff analysis of impacts to the respective drainage area together with a schedule of necessary improvements.

(E) A hillside road plan for any needed roadway extensions.

(F) A preliminary plan indicating how water service will be provided.

(G) Documentation that sewage treatment capacity is available.

(H) A statement indicating how the proposed project complies with each of the Western Hills Area Plan policies regarding geologic hazards, biotics, land use, open space areas, community design, transportation and circulation, and infrastructure.

(2) Standards for Clustering of Single Family Homes

(A) Residential density within the development shall be required to meet the density standards of Section 4.7.9 but not the minimum lot size standards.

(B) The minimum lot size in clustered development is 10,000 sq. ft. for single family residences.

(C) The lot dimension standards of Section 4.7.4 shall not apply. Clustered lots must not be less than 50 feet in average width, nor have less than 30 feet street frontage.

(D) Permanent open space must be provided over all open space parcels and over all portions of lots exceeding 10,000 sq. ft.

(E) Except as provided herein, all other development standards of the HRO-3 district apply.

(3) Standards for Clustering of Townhouses

(A) Residential density within the townhouse development must meet the density standards of Section 4.7.9 but not the minimum lot size standards.

(B) No more than 30% of all dwellings constructed in any one development east of Hastings Drive may be townhouses, and all dwellings constructed west of Hastings Drive and accessed by Carlmont Drive must be townhouses.

(C) The minimum lot size and building setback standards in the townhouse development may be established through the use permit process to assure adequate open space and privacy.

(D) Fee title lots for individual townhouses must generally conform to each unit's outer perimeter walls, private yards, garages, and driveways.

(E) Private yards no less than 250 sq. ft. are required for all townhouses.

(F) All areas not part of developed common area or private townhouse lots must be placed in open space parcels. Permanent open space easements must be provided over all open space parcels.

(G) Except as provided herein, all other development standards of the HRO-3 district apply.

(4) Conditional Use Permit Findings Required for Planning Commission Approval:

(A) The development resulting from clustering is consistent with the policies of the Western Hills Area Plan.

(B) For single family home clustering all standards of Section 4.7.12(c)(2) will be met, and for townhouse clustering all standards of Section 4.7.12(c)(3) will be met.

(C) The open space areas will not create an enforcement or maintenance problem and will be protected from development by the establishment of an open space or conservation easement over its entirety, and adequate provision for the ownership and management of such property and easements will be provided.

(D) Adequate new roadways and water, drainage, and sewerage facilities to serve the development are assured.

(E) The general use permit findings of Section 10 are supported by the nature of the request.

SECTION 41. BZO § 5A.1.2 AMENDED

Belmont Zoning Ordinance Section 5A.1.2 is amended to read:

5A.1.2 PERMITTED USES. Subject to Section 9.5.6, the following are permitted uses:

(a) Animal sales and services, including animal clinics and grooming, and animal retail sales (pet shops).

(b) Banks and retail financial institutions without drive-through service.

(c) Business and professional offices when located above the ground floor; and such uses on the ground floor when not replacing a use permitted in subsections (d), (p), and (q) in a space not to exceed 3,000 square feet unless determined by the Director to be an office use serving walk-in clientele.

(d) Business services.

(e) Emergency shelters.

(f) Government buildings.

(g) Instructional services.

(h) Hotels and motels.

(i) Low-barrier navigation centers.

(j) Maintenance and repair services.

(k) Multi-family dwellings when located above the ground floor. A project will be processed by right as defined in Government Code Section 65583.2(i), and only design review based on objective standards shall be required, if at least 20 percent of the units are designated as affordable to lower income households as defined in Government Code Section 65584, no subdivision is required, and the project is proposed wholly on a parcel that is identified in the 2023-2031 Housing Element as subject to by right processing. In such projects, multiple-unit dwellings are permitted on the ground floor, and such projects are exempt from CEQA.

(l) Nursery and garden center.

(m) Permanent supportive housing.

(n) Personal services, general.

(o) Residential care facilities, and residential care facilities, small.

(p) Restaurants with indoor or outdoor seating.

(q) Retail stores engaged in the selling of retail products and services, including but not limited to art, appliance, auto accessories, hardware and variety stores, bakeries, dry cleaning for the retail trade only, food and drug stores, and tailor shops, but excluding building materials and services.

(r) Transitional and supportive housing.

(s) Utilities, that are minor in nature and an accessory use intended to serve an existing or planned land use and meet all of the standards of the City Code.

(t) Restaurants with outdoor seating permissible within the public right-of-way sidewalk area, or an adjacent private parking lot, subject to outdoor dining requirements established by the City.

SECTION 42. BZO § 5A.1.3 AMENDED

Belmont Zoning Ordinance Section 5A.1.3 is amended to read:

5A.1.3 CONDITIONAL USES - Subject to Section 9.5.6, the following uses are allowed with a conditional use permit.

(a) Automobile rental agency.

(b) Auto/vehicle sales and services, including dealers and new and used car sales lots, automobile repair services, service stations and electric vehicle charging facilities, and vehicle washing.

(c) Banks and retail financial institutions on the ground-floor in a mixed use building, not to exceed 3,000 square feet.

(d) Commercial amusement, entertainment, and health club enterprises, including cinemas, indoor theaters, ice rinks, and related facilities, which may be publicly- or privately-owned.

(e) Communication facilities, including antennas and transmission towers equipment within buildings.

(f) Community assembly.

(g) Day care centers.

(h) Group residential.

(i) Health clinics.

(j) Hospital

(k) Multi-family dwellings on the ground floor, with a determination by the Planning Commission that a single use building is appropriate for the site and is setback at least 10 feet from the front and street side lot lines. In determining whether a single use building is appropriate for the site, the Commission shall consider whether:

(1) The layout and street orientation of the project site, parking and circulation traffic pattern for the project are conducive for the operation of ground floor commercial, retail or restaurant uses.

(2) The project would be replacing an existing retail or restaurant use on site.

(3) There are existing commercial, retail, or restaurant uses within ¼ mile of the project site that would meet the needs of the building occupants.

(4) The project would provide 30% or more units of affordable housing.

(l) Non-traditional financial institutions, including check-cashing facilities, payday lenders, and pawn brokers.

(m) Recycling collection facilities.

(n) Restaurants that sell predominantly take-out meals or provide drive-in or drive-through service.

(o) Social service center.

(p) Utilities and other major facilities that are determined by the Director not to be minor and accessory to a permitted or conditional use.

SECTION 43. BZO § 5A.1.5 AMENDED

Belmont Zoning Ordinance Section 5A.1.5 is amended to read:

5A.1.5 AUTOMOBILE PARKING AND LOADING FACILITIES - Parking and loading facilities must be provided in accordance with Section 8.

SECTION 44. BZO § 5A.1.6 AMENDED

Belmont Zoning Ordinance Section 5A.1.6 is amended to read:

5A.1.6 FLOOR AREA RATIO - Maximum floor area ratios are as follows.

(a) For hotels, 2.5.

(b) For all other uses: 2.0; may be increased up to 2.5 with provision of community benefits approved by the City Council under Section 5A.2. This FAR limit applies to the entire development on a site, inclusive of any residential component.

SECTION 45. BZO § 5A.1.8 REPEALED AND RESERVED

Belmont Zoning Ordinance Section 5A.1.8 “Transitional Yards” is repealed and reserved.

SECTION 46. BZO § 5A.1.11 AMENDED

Belmont Zoning Ordinance Section 5A.1.11 is amended to read:

5A.1.11 BUILDING HEIGHT – Maximum building height are as follows.

(a) For hotels: 65 feet.

(b) For all other uses: 50 feet; 60 feet with community benefits as prescribed in Section 5A.2.

(c) Non-habitable building features such as chimneys (up to six feet in width), cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures, covering no more than 20% of the top floor roof area to which they are accessory, may exceed maximum permitted height standards by eight feet.

SECTION 47. BZO § 5A.1.12 AMENDED

Belmont Zoning Ordinance Section 5A.1.12 is amended to read:

5A.1.12 SITE DEVELOPMENT STANDARDS - All development shall conform to the following:

(a) Minimum lot size shall be 7,200 square feet.

(b) Minimum lot width shall be 60 feet.

(c) Minimum setback requirements:

(1) Along rear and/or interior side property lines abutting an R-1 District: 10 feet.

(2) Everywhere else: None.

(d) Minimum upper-story step-back from the stories below: Five feet for the third story and above along rear and interior side property lines abutting an R-1 District.

(e) Minimum ground floor height: 16 feet for non-residential space; 10 feet for residential space.

SECTION 48. BZO § 5A.1.13 AMENDED

Belmont Zoning Ordinance Section 5A.1.13 is amended to read:

5A.1.13 BUILDING DESIGN STANDARDS - All development must conform with the objective design standards in Section 13.6 as applicable and the following:

(a) Ground Floor Transparency. At least 50% of the exterior walls on the ground floor facing and within 20 feet of a front or street side lot line must include windows, doors, or other openings located between 2.5 and seven feet above the level of the sidewalk.

(1) Design of Required Openings. Openings fulfilling this requirement must have transparent or moderately-tinted glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window displays that are at least three feet deep and five feet wide. Shading or use of drapes or other internal window covering for energy efficiency may be approved.

(2) Exceptions for Parking Garages. Parking garages are not required to meet the building transparency requirement of this subsection.

(3) Exceptions for residential uses. Ground floor residential uses are not required to meet the building transparency requirement of this subsection.

(4) Alternatives through Design Review. Alternatives to the building transparency requirement may be permitted through Design Review if:

(A) The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible, such as in the case of a cinema or theater; and,

(B) Street-facing building walls will exhibit architectural relief and detail, and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.

(b) Building Entrances. The primary pedestrian access to all ground-level commercial uses shall be from a public sidewalk. In mixed-use developments, entrances to residential units shall be physically separated from the entrance to the commercial use and clearly marked with a physical feature such as a recess or projection incorporated into the building or appropriately-scaled element applied to the façade.

(c) Outdoor Living Area for Residential Units. A minimum of 36 square feet per unit of outdoor living area must be provided for residential units. This requirement may be met by common or private open space or a combination of the two. Common areas may consist of landscaped areas, patios, swimming pools, barbeque areas, and similar improvements designed to serve residents. Landscaped rooftop gardens may fulfill up to 50% of this requirement. Private areas may consist of balconies, decks, fenced yards, and similar areas directly accessible from a unit.

SECTION 49. BZO §§8 AND 8A REPEALED

Belmont Zoning Ordinance Section Sections 8 and 8A are repealed.

SECTION 50. BZO §8 ADDED

Belmont Zoning Ordinance Section 8 is added to read.

SECTION 8 - OFF-STREET PARKING AND LOADING

8.1 **SCOPE OF REGULATIONS**. The off-street parking and loading provisions of this Section apply to all existing and new development as follows:

8.1.1 For all buildings and structures erected and all uses of land established after the effective date of this Section, accessory parking and loading facilities shall be provided in accordance with the regulations of the district in which such buildings or uses are located provided, however, that in the event a building permit has been issued prior to the effective date of this Ordinance, and provided that construction is begun within 60 days of such effective date and diligently prosecuted to completion, parking and loading facilities need not be provided as required in this Section.

8.1.2 Except as provided in Section 24, Accessory Dwelling Units, when the intensity of use of any building, structure or premises shall be increased through the addition of dwelling units, gross floor area, seating capacity or other units of measurement specified in this Section for required parking facilities, parking facilities as required shall be provided for such increase in intensity of use.

8.1.3 Whenever the existing use of a building or structure shall be changed to a new use, parking facilities shall be provided as required for such new use. However, if said building or structure was erected prior to the effective date of this Ordinance, additional parking or loading facilities shall be required only in the amount which the requirements for the new use would exceed those for the existing use, if the latter were subject to the parking and loading provisions of this Ordinance.

8.2 **GENERAL REGULATIONS**. Parking must be provided generally as indicated in Table 8.2-1, Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS and in Table 8.2-2, Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts. All parking must be developed and maintained according to the standards of this Subsection 8.2. All square feet (sf) figures represent gross floor area.

Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS[1]	
Residential Uses	
Single-Family Dwelling	
New	4 per unit (2 covered)
With Addition that Expands Bedroom Count of Principal Unit	up to 3 BR = 2 (1 covered) 4-5 BR = 3 (1 covered) 6+ BR = 4 (2 covered)
Existing w/ 1-2 Covered Spaces	Maintain existing on-site covered parking spaces.
Existing w/o Covered Space	Carport may be used for required covered parking
ADUs	Per BZO Sec. 24 (ADUs)
Multi-Family Dwelling	
Studio	1 covered space per unit plus 1 paved open space or covered per unit
1 bedroom	
2 bedrooms	
3 or more bedrooms	
Residential Care Facilities	1 per 3 residents
Fraternities, Sororities, and Dormitories	1 per 5 residents
Emergency Shelters	1 per staff member
Low Barrier Navigation Centers	1 per staff member
Transitional, Supportive, and Permanent Supportive Housing	None beyond what is required for the housing type
Commercial Uses	
Lodging	
Hotels, Motels	0.5 per unit or lodging room

Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS[1]	
Rooming Houses, Lodging Houses	1 per 2 lodging rooms
Retail and Service	
Retail / Retail Stores	1 per 250 sf accessible to public
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	1 per 600 sf
Mortuary	1 per 100 sf of assembly area
Service and Repair Facilities (other than Auto Service Station)	1 per 500 sf + 1 per 2,000 sf of exterior area
Automobile/Vehicle Sales and Services	
Automobile Service Stations	2 per working bay + 1 per employee on largest shift
Car Wash	1 per 2 employees + 3 stacking spaces + 1 per 300 sf retail
Motor Vehicle Sales and Machinery Sales	As determined by Parking Demand Study
Commercial Recreation	
Bowling Alley	2 per alley
Theaters (indoor)	2 per 1,000 sf
Eating and Drinking Establishments	
Establishments Dispensing Food or Beverages for Consumption on the Premises	1 space / 100 sf
Offices	
Offices - Business, Professional, Financial and Government	1 per 300 sf
Offices - Business, Professional, Financial and Government when Office and Retail Uses are Mixed	1 per 400 sf
Research and Development Facilities	1 per 600 sf
Warehouse/Storage Facilities	
Wholesale Establishment (not including warehouses and storage buildings other than accessory)	1 per 600 sf
Warehouse and Storage Buildings	1 per 2,000 sf
Public/Institutional Uses	
Educational Institutions	
Auditoriums for Schools and Colleges	1 per 6 permanent seats
High Schools, Colleges, Universities, Church Schools, and Business, Professional and Trade Schools	1 per employee + 1 per 20 students on premises at any one time
Schools - Nursery, Elementary and Intermediate (public or private)	1 per classroom
Community and Religious Assembly	
Places of Assembly, including Religious Assembly, Public/Private Community Rooms & Recreation Buildings, and other similar uses, with fixed seats	1 per 4 fixed seats
Places of Assembly, including Religious Assembly, Public/Private Community Rooms & Recreation Buildings, and other similar uses, without fixed seats	1 per 60 sf of the main meeting room
Libraries, Art Galleries and Museums - Public	1 per 1,000 sf

Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS[1]	
Stadiums, Arenas, Auditoriums (other than college or school), Convention Halls, Dance Halls, Exhibition Halls, Skating Rinks and other similar places of assembly	1 space per 400 sf of floor area open to the public
Private Clubs and Lodges (without sleeping facilities for guests)	Spaces for 10% of capacity of persons
Public Utility and Public Service Uses	1 per 3 employees on-duty at any time plus spaces determined by Community Development Director
Medical Facilities	
Hospital	1 per 1,000 sf
Clinic	1 per 300 sf
Skilled Norsing Facility	1 per 3 beds
Combined and Other Uses	
2+ uses located on same site or within same building	Spaces equal to the sum of the separate requirements for each use
Non-listed uses	Spaces to be provided as required for the "most similar listed use" or as determined by the Community Development Director

Note:
[1] Minimum parking standards do not apply for residential, commercial, and industrial development on properties located within one half-mile radius of a major transit stop; however, minimum parking standards may be required for certain projects if the findings provided in Assembly Bill 2097 / Government Code Section 68563.2 can be made in the affirmative.

Table 8.2-2: Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts [1, 2]		
	Minimum	**Maximum**
Residential Uses		
Single-Family Dwelling		
New	4 per 1 unit (2 covered)	-
With Addition that Expands Bedroom Count of Principal Unit	up to 3 BR = 2 (1 covered) 4-5 BR = 3 (1 covered) 6+ BR = 4 (2 covered)	-
Existing w/ 1-2 Covered Spaces	2	-
Existing w/o Covered Space	Carport may be used for required covered parking	-
ADUs	Per BZO Sec. 24 (ADUs)	-
Multi-Family Dwelling		
Studio	0.5 per unit	2 per unit plus 0.5 per unit for guest parking
1 bedroom	1 per unit	
2 bedrooms	1.5 per unit	
3 or more bedrooms	2 per unit	
Emergency Shelters	1 per staff member	-
Low Barrier Navigation Centers	1 per staff member	-
Transitional, Supportive, and Permanent Supportive Housing	None beyond what is required for the housing type	-

Table 8.2-2: Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts [1, 2]		
	Minimum	**Maximum**
Commercial Uses		
Lodging		
Hotels, Motels	0.5 per unit or lodging room	1 per room in the BVSP only; no max in all other zones
Retail and Service		
Retail / Retail Stores	2 per 1,000 sf	4 per 1,000 sf
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	2 per 1,000 sf	4 per 1,000 sf
Mortuary	2 per 1,000 sf	4 per 1,000 sf
Service and Repair Facilities (other than Auto Service Station)	2 per 1,000 sf	4 per 1,000 sf
Automobile/Vehicle Sales and Services		
Automobile Service Stations	2 per 1,000 sf	4 per 1,000 sf
Car Wash	2 per 1,000 sf	4 per 1,000 sf
Motor Vehicle Sales and Machinery Sales	As determined by Parking Demand Study	
Commercial Recreation		
Bowling Alley	2 per 1,000 sf	4 per 1,000 sf
Theaters (indoor)	2 per 1,000 sf	4 per 1,000 sf
Eating and Drinking Establishments		
Establishments Dispensing Food or Beverages for Consumption on the Premises	2 per 1,000 sf	4 per 1,000 sf
Offices		
Offices - Business, Professional, Financial and Government	3 per 1,000 sf	4 per 1,000 sf
Offices - Business, Professional, Financial and Government when Office and Retail Uses are Mixed		
Research and Development Facilities	1 per 600 sf	1 per 500 sf

Note:
[1] Minimum parking standards do not apply for residential, commercial, and industrial development on properties located within one half-mile radius of a major transit stop; however, minimum parking standards may be required for certain projects if the findings provided in Assembly Bill 2097 / Government Code Section 68563.2 can be made in the affirmative.
[2] For non-residential uses, on-street parking spaces located immediately adjacent to the frontage of the property may be counted toward required off-street parking.

8.2.1 MINIMUM REQUIREMENTS

8.2.1.1 **No Reduction in Off-Street Parking and Loading Spaces** Off-street parking and loading spaces established as of the effective date of the ordinance codified in this section may not be reduced in number during the life of the building or land use below that which would be required for a new building or use of a similar type under the requirements of this section. Off-street parking and loading spaces must remain permanently available and accessible for the parking or loading of vehicles by occupants of the property, except that any surplus spaces

may be rented out to non-occupants, or otherwise made publicly accessible with the provision that such spaces must be vacated on 30 days notice if they become needed by occupants of the property.

8.2.1.2 **Separate Parking and Loading Spaces**. No area may be utilized and counted both as a required parking space and a required loading space. However, maneuvering aisles and driveways may serve both required parking spaces and loading spaces if they meet the requirements specified in this Section for both parking and loading facilities.

8.2.1.3 **Parking for Persons with Disabilities**. The number, design, designation, and location of parking spaces for Persons with Disabilities must comply with State law. Such spaces will be counted towards the parking requirements of this Section.

8.2.1.4 **Nonconforming Parking Facilities**. Existing land uses with off-street parking and loading facilities that do not conform to the requirements of this section may be enlarged or expanded, provided that an in-lieu parking fee is paid, if established, or additional parking and loading facilities are added, either on-site or off-site, so that the parking needs for the enlarged or expanded portion of the building are met. Exceptions to this requirement may be granted by the Planning Commission for small sites and projects determined by the Commission to provide community benefits.

8.2.1.5 **Unbundled Parking**. The following rules will apply as conditions of approval to the rental of parking spaces in new Multi-Unit Residential buildings with ten or more rental units. The Community Development Director may grant an exception from the requirements of this subsection for affordable rental units that include financing for affordable housing that requires that costs for parking and housing be bundled together.

(a) All off-street parking spaces that are beyond a base allowance of one per unit must be rented separately from the rental fees for dwelling units for the life of the dwelling units, such that potential renters have the option of renting a residential unit with only one parking space at a price lower than would be the case if there were a single price for both the residential unit and all of the parking space(s).

(b) In cases where there are fewer parking spaces than dwelling units, the parking spaces shall be offered first to the potential renters of three bedroom or more units, second to potential renters of two bedroom units, and then to potential renters of other units.

(c) Potential renters of affordable units must have an equal opportunity to rent a parking space on the same terms and conditions as offered to potential renters of market-rate units, at a price proportional to the rent of their units as compared to comparable market-rate units. This requirement must be included in any agreement recorded between the City and developer pertaining to the affordable housing units under Section 29 (Affordable Housing).

(d) Parking spaces must be offered only to residents of the dwelling units served by the off-street parking, except that any surplus spaces may be rented out to non-residents, or otherwise made available for public use, with the provision that such spaces must be vacated on 30 days' notice if they are needed by residents. Required visitor spaces shall not be rented out, but may be made available for public use.

8.2.1.6 **Garages/Carports/Uncovered Residential Parking**. For residential uses, required off-street parking located in the front half of a lot or within 25 feet of the side street on a corner lot must be covered with carport, garage or roofed structure except as allowed below.

Uncovered off-street parking may be located in the rear half of the lot when more than 25 feet from a side street.

8.2.1.7 **Surface Parking Lots**. Surface parking lots are subject to the following restrictions and standards. The area of a surface parking lot must include all features within the lot's outer edges, including all parking spaces, maneuvering aisles, access driveways, and perimeter and interior landscaping, walkways, and other features.

(a) ***Large Parking Lots***. If on-site parking for more than 50 spaces is needed, the parking facilities must be designed to have exceptional landscaping or design features, be located such that it is not highly visible from public rights-of-way, be provided within buildings or parking structures or in separate lots that are each less than two acres in size, or be otherwise covered by a structure that serves a non-parking function, such as solar panels, recreational facilities, roof deck, or green roof.

(b) ***Pedestrian Circulation***. Parking lots containing 25 or more spaces must have walkways separated from motor vehicle maneuvering aisles and driveways connecting the principal building or buildings served by the lot to the farthest point of the lot from the main pedestrian entrance of such building or buildings.

(1) *Materials and Width.* Walkways must provide at least four feet of unobstructed width and be hard-surfaced.

(2) *Identification.* Pedestrian walkways must be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, curb separation, different paving material, or similar method.

(3) *Separation.* Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it must be raised and separated from the travel lane by a raised curb at least six inches high, bollards, or other physical barrier.

8.2.2 CALCULATION OF REQUIRED SPACES

8.2.2.1 **Fractions**. When calculating required parking or loading spaces, fractions of a space greater than 0.5 are rounded up to the next highest whole number.

8.2.2.2 **Multiple Uses**. When two or more principal uses are located on the same lot, the estimated peak period parking demand shall be the sum of the estimated demand of the various individual uses during the period of peak combined demand for all uses, as determined through a parking study prepared by a qualified individual or firm.

8.2.2.3 **Area-Based Estimates**. All area-based estimated peak period parking demands shall be computed on the basis of gross floor area, excluding parking and loading areas.

8.2.2.4 **Exclusion of First 2,500 Square Feet**. For all nonresidential uses , the first 2,500 square feet of active uses, as defined in Section 2.4.1 Active Use, shall be subtracted from the gross square footage of the use when calculating the estimated parking demand.

8.2.2.5 **Motorcycle Parking**. Every four motorcycle parking spaces are credited as one automobile parking space, not to exceed five percent of the total number of automobile parking spaces required. Motorcycle parking spaces must be no less than four feet wide by eight feet long with an aisle width of no less than 10 feet and clearly marked.

8.2.2.6 **Minimum Parking Requirements**. Except as otherwise provided in this Section and Government Code Section 65863.2, no less than the minimum number of parking spaces in Table 8.2-1 and Table 8.2-2 must be provided for each use or site.

8.2.2.7 **Maximum Private Parking Requirements**. Except as otherwise provided in this Section, no more than the maximum number of private, off-street parking spaces, as specified in Table 8.2-1 and Table 8-2.2, may be provided for each use or site.

8.2.3 DESIGN STANDARDS. The parking area design standards of this section apply to all off-street parking. All required parking spaces and associated maneuvering aisles, driveways, and other related features must be designed and arranged so as to provide motor vehicles with adequate ingress to and egress from all required parking spaces, and to provide pedestrians with adequate access to parked vehicles.

8.2.3.1 **Parking Layout and Dimensions.** The layout and dimensions of off-street parking facilities must conform to Figure 8.2.3-1 and Table 8.2.3-1, as further provided below.

(a) ***Regulatory and Calculated Dimensions***. Stall width, stall length, and aisle width, as shown in Table 8.2.3-1, are regulatory. Other dimensions shown in Table 8.2.3-1 are calculated from these required dimensions and are provided for convenience.

(b) ***Stall Width and Length.*** As indicated in Table 8.2.3-1, the required minimum stall width and length for various parking angles are as set forth below.

(1) *Width.* For parking angles of more than 30 degrees the minimum stall width is eight feet six inches. For parking angles of 30 degrees or less, the required minimum stall width is eight feet.

(2) *Length.* For all parking angles other than parallel parking, the minimum stall length is 18 feet. For parallel parking, the minimum stall length is 20 feet.

(c) ***Aisle Width for Parking Angles Not Shown.*** For parking angles not shown in Table 8.2.3-1, the required aisle width is interpolated from the values in the table. For example, for a parking angle of 70 degrees, which is two-thirds of the increment between 60 degrees and 75 degrees, the required one-way aisle width is 18 feet eight inches, which is two-thirds of the increment between the required aisle widths for 60-degree parking and 75-degree parking, 16 feet and 20 feet respectively.

(d) ***Alternate Maneuvering Aisle and Parking Space Widths***. For parking angles equal to or greater than 45 degrees and less than 90 degrees, one-way aisle width may be decreased by three inches for each one-inch increase in stall width, up to a maximum stall width of nine feet two inches. For 90-degree parking, one-way and two-way aisle width may be decreased by three inches for each one-inch increase in stall width, up to a maximum stall width of nine feet two inches and a minimum aisle width of twenty-two feet.

(e) ***Two-Way Modules.*** Table 8.2.3-1 provides the dimensions for parking modules with one-way traffic. For parking modules with two-way traffic, add the difference in width between a two-way aisle and a one-way aisle. For example, for a two-way module with a parking angle of 45-degrees, add eight feet, which is the difference between a two-way aisle (20 feet) and a one-way aisle (12 feet).

(f) ***Overhang***. Parking stall lengths, except for parallel spaces, may be reduced by two feet where the parking stall is designed to abut a landscaped area a minimum of five feet wide, such that the front of the vehicle can overhang the landscaped area.

(g) ***Spaces Abutting Walls or Posts.*** For each side of a parking space abutting a wall or post, an additional foot of width shall be required.

Figure 8.2.3-1: Parking Layout

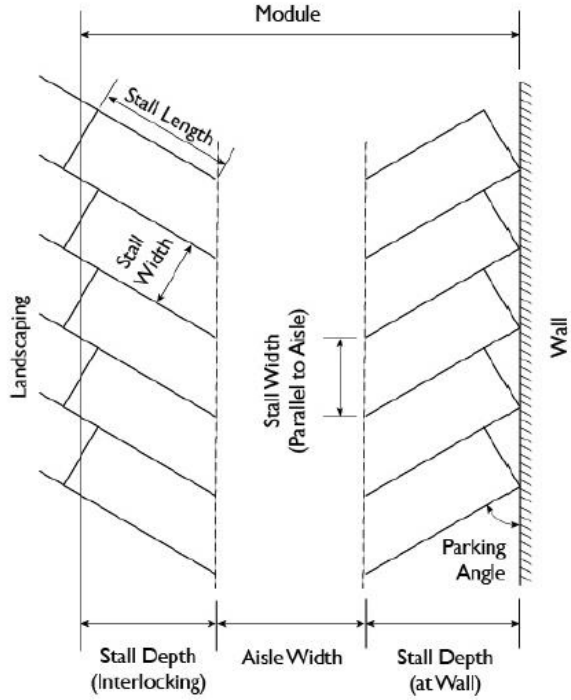


Table 8.2.3-1: Parking Dimensions

Parking Angle	Regulatory				Calculated for Reference					
	Stall Width	Stall Length	Aisle Width		Stall Width Parallel to Aisle	Stall Depth		Module (one-way)		
			One-Way	Two-Way		Interlocking	At Wall	Non-Interlocking	Interlocking	Half-Interlocking [1]
Parallel	8’-0”	20’-0”	12’-0”	20’-0”	--	--	--	28’-0”	--	--
30°	8’-0”	18’-0”	12’-0”	20’-0”	16’-0”	12’-6”	15’-11”	43’-10”	36’-11”	40’-5”
45°	8’-6”	18’-0”	12’-0”	20’-0”	12’-0”	15’-9”	18’-9”	49’-6”	43’-6”	46’-6”
60°	8’-6”	18’-0”	16’-0”	20’-0”	9’-10”	17’-9”	19’-10”	55’-8”	51’-5”	53’-7”
75°	8’-6”	18’-0”	20’-0”	20’-0”	8’-10”	18’-6”	19’-7”	59’-2”	57’-0”	58’-1”
90°	8’-6”	18’-0”	24’-0”	24’-0”	8’-6”	18’-0”	18’-0”	60’-0”	--	--

[1] One side is interlocking and the other side is non-interlocking.

8.2.3.2 **Driveways and Access**. The layout and dimensions of off-street parking facilities shall be as set forth in Figure 8.2.3-1 and Table 8.2.3-1, as further provided below.

(a) ***Driveway Width***.

(1) Parking facilities containing fewer than 15 required parking spaces shall have only a single driveway of no less than nine feet and no more than 10 feet in width.

(2) Parking facilities containing 15 or more required parking spaces may have one lane driveways of no less than nine feet and no more than 10 feet in width, and two-lane driveways of no less than 18 feet and no more than 20 feet in width.

(b) ***Vehicle Flow***.

(1) Except for those serving four or fewer residential units, all parking areas shall be designed so that a motor vehicle leaving the parking area will enter the public right-of-way traveling in a forward direction.

(2) Parking areas shall be designed so that a vehicle will not have to enter a public right-of-way to move from one location to another within the parking area.

(c) ***Semi-Circular Driveways***.

(1) Notwithstanding the requirements in Section 8.2.4(c)(1), R-1 and R-2 Zones, semi-circular driveways may be permitted in Single (R-1) or Duplex Residential (R-2) Districts, provided all of the following minimum property standards/requirements are met:

Table 8.2.3-2: Semi-Circular Driveways	
Maximum percentage of allowed hardscape between the front of the dwelling and the front property line	35%
Minimum Lot Size	10,000 sq ft
Minimum Lot Frontage on Street	100 ft
Minimum Setback of Dwelling to Front Property Line	35 ft
Maximum Width of Semi-Circular Driveway	12 ft
Maximum allowed cross slope between the front of the dwelling and the front property line	10%
Access Opening From Street	10-12 ft

(2) A maximum of two curb cuts and maximum sum total of 29 lineal feet for curb cuts per property are permitted in conjunction with a semi-circular driveway.

(3) Semi-circular driveways do not count towards the satisfaction of required parking.

(4) No portion of a semi-circular driveway may be located within the required side yard setback area for the property.

(5) Semi-circular driveways are not be allowed to span or be connected to both street frontages on corner lots.

(6) Establishment, replacement, or modification of a semi-circular driveway are subject to the Building and Encroachment Permit processes for the City. A landscape plan is required as part of the permit.

(7) Any new or replaced semi-circular driveway must be constructed with a permeable surface.

(8) Permanent or temporary structures are not permitted to be located on a semi-circular driveway.

(9) Recreational vehicles, trailers, camper shells, boats, boat or personal watercraft trailers, or any combination thereof may not, at any time, be parked or located on a semi-circular driveway.

(10) Abandoned, wrecked, dismantled, inoperative or unregistered motor vehicles, vans, minivans, pickup trucks or similar vehicles may not, at any time, be parked or stored on a semi-circular driveway.

(11) Any modification from these standards and requirements is subject to the procedure and findings in Section 10.

8.2.3.3 **Surface**. All outdoor parking spaces, driveways, and maneuvering areas must be designed, built and permanently maintained to avoid dust, mud and standing water and to maximize permeability, where feasible and appropriate. These surfaces may include traditional asphalt and concrete as well as pervious pavements, sand-set pavers, and supported turf systems. A combination of surfaces may be used; for example, two track driveways of concrete strips with pervious areas between the strips and on the edges.

(a) ***Cross-grades***. Cross-grades must be designed for slower stormwater flow and to direct stormwater toward landscaping, bio-retention areas, or other water collection/treatment areas.

(b) ***Landscaping Alternative***. Up to two feet of the front of a parking space as measured from a line parallel to the direction of the bumper of a vehicle using the space may be landscaped with ground cover plants instead of paving.

(c) ***Permeable Paving***. Permeable paving, sand-set pavers, supported turf systems, and vegetation must be used in all overflow parking areas and installed in accordance with manufacturer recommended specifications.

(d) ***Turf Grids/Grassy Pavers***. Turf grids/grassy pavers must be installed in areas of low traffic or infrequent use wherever feasible.

8.2.3.4 **Striping and Marking**. In all parking facilities with four or more spaces, each parking space must be clearly striped with paint or similar distinguishable material, except that the Director may approve alternate means of marking spaces.

8.2.3.5 **Perimeter Curbing**. A six-inch wide and six-inch high concrete curb must be provided along the outer edge of the parking facility pavement, except where the pavement abuts a fence or

wall. Curbs separating landscaped areas from parking areas must be designed to allow stormwater runoff to pass through.

8.2.3.6 **Separation from On-Site Buildings**. Parking areas must be separated from the front and side exterior walls of on-site buildings by walkways a minimum of four feet in width. Commercial buildings with 10,000 square feet or more of gross floor area must be separated from on-site parking on all sides by a walkway a minimum of five feet in width, as well as a planter area at least three feet in width. These requirements do not apply to parking areas containing five or fewer spaces.

8.2.3.7 **Vertical Clearance**. All covered parking must have a minimum vertical clearance of seven feet and six inches except for spaces in parking lifts. The minimum vertical clearance for parking for persons with disabilities must comply with the Building Code.

8.2.3.8 **Tandem Parking**. Required parking may be arranged as tandem spaces, provided that pairs of spaces in tandem are assigned to the same residential unit or to employees of the same nonresidential establishment, or that a full-time parking attendant supervises the parking arrangements during periods of peak demand for the uses served. The required stall width, stall length, and aisle width apply to tandem spaces, except that the required stall length is doubled for each pair of tandem spaces.

8.2.3.9 **Parking Lifts**. Required parking may be provided in parking lifts. If it is necessary to remove one vehicle from the lift to access another vehicle, the parking must comply with the provisions for tandem parking. Parking lifts allowing each vehicle to be independently accessed have no such restrictions. The dimensional standards for 90-degree parking apply to parking lifts, including the requirement for an aisle of 24 feet. Exterior parking lifts must be screened from public view.

8.2.3.10 **Landscaping and Screening**. Uncovered Parking Areas. Landscaping of parking areas must be provided and maintained as follows.

(a) ***Landscape Area Required***. A minimum of 10 percent of the interior of any parking lot area must be landscaped.

(b) ***Minimum Planter Dimension***. Landscape planters counted toward the required landscape area must be smaller than 25 square feet in area, or four feet in any horizontal dimension, excluding curbing.

(c) ***Layout***. Landscaped areas must be well-distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:

(1) Landscaped planting strips at least four feet wide between rows of parking stalls

(2) Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways

(3) Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and

(4) On-site landscaping at the parking lot perimeter.

(d) ***Required Landscaped Islands***. A landscaped island at least six feet in all interior dimensions and containing at least one 15-gallon-size tree must be provided at each end of each interior row of parking stalls and between every six consecutive parking stalls.

(e) ***Landscaped Buffer for Open Parking Adjacent to Right-of-Way***. A landscaped area at least five feet wide must be provided between any surface parking area and any property line adjacent to a public street, unless a different dimension is specified in the base district standards applicable to a site.

(f) ***Landscaped Buffer for Open Parking Abutting Interior Lot Line***. A landscaped area at least three feet wide must be provided between any surface parking area and any adjacent lot for the length of the parking area.

(g) **Trees**.

(1) *Number Required*. One for each five parking spaces.

(2) *Distribution*. Trees must be distributed relatively evenly throughout the parking area.

(3) *Species*. Tree species must be selected from a list maintained by the City.

(4) *Size*. All trees must be a minimum 15-gallon size with a one-inch diameter at 48 inches above natural grade.

(5) *Minimum Planter Size*. Any planting area for a tree must have a minimum interior horizontal dimension of five feet. Additional space may be required for some tree species.

(h) ***Protection of Vegetation***.

(1) *Clearance from Vehicles*. All required landscaped areas must be designed so that plant materials, at maturity, are protected from vehicle damage by providing a minimum two-foot clearance of low-growing plants where a vehicle overhang is permitted, or by wheel stops set a minimum of two feet from the back of the curb.

(2) *Planters*. All required parking lot landscaping must be within planters bounded by a concrete curb at least six inches wide and six inches high. Curbs separating landscaped areas from parking areas shall be designed to allow stormwater runoff to pass through.

(i) ***Visibility and Clearance***. Landscaping in planters at the end of parking aisles *may* not obstruct driver's vision of vehicular and pedestrian cross-traffic. Mature trees *must* have a foliage clearance maintained at eight feet from the surface of the parking area. Other plant materials located in the interior of a parking lot *may* not exceed 30 inches in height.

8.2.3.11 **Landscaping for Parking Structures**.

(a) ***Landscaped Buffer for Parking Structure.*** A parking structure that does not incorporate ground-floor nonresidential or residential use or is not otherwise screened or concealed at street frontages on the ground level, must provide a landscaped area at least 10 feet wide between the parking garage and public street.

(b) ***Residential Districts and Institutional Premises.*** All open automobile parking areas containing more than four parking spaces must be effectively screened on each side adjoining or fronting on any property situated in a Residential District or any institutional premises by a wall, fence or densely planted compact hedge not less than four feet nor more than six feet in height. Screening must conform with the front and side yard setback requirements of the district in which the parking is located.

(c) ***Parking Structure Rooftop Planting***. Uncovered parking on the top level of a parking structure must have rooftop planters with a minimum dimension of 24 inches around the entire perimeter of the top floor.

8.2.3.12 **Screening**. To the extent feasible, new parking areas should be screened from public streets and adjacent lots in a more restrictive district, according to the following standards.

(a) ***Height***. Screening of parking lots from adjacent public streets *must* be three feet in height. Screening of parking lots along interior lot lines that abut residential districts shall be six feet in height, except within the required front setback of the applicable zoning district, where screening *must* be three feet in height.

(b) ***Materials***. Screening may consist of one or any combination of the methods listed below.

(1) *Walls*. Low-profile walls consisting of brick, stone, stucco, or other quality durable material and including a decorative cap or top finish as well as edge detail at wall ends. Plain concrete blocks are not allowed as screening wall material unless capped and finished with stucco or other material.

(2) *Fences*. An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.

(3) *Planting*. Plant materials consisting of compact evergreen plants that form an opaque screen. The plant materials must achieve a minimum height of two feet within 18 months after initial installation.

(4) *Berms*. Berms planted with grass, ground cover, or other low-growing plant materials.

8.2.3.13 **Lighting**. Except for those facilities serving four or fewer residential units, all open parking areas must have with exterior lighting meeting the following minimums:

(a) The lighting system must provide not less than one footcandle and not more than five footcandles overall average illumination with a minimum of one-fourth footcandles on the parking surface.

(b) All lighting must be on a time clock or photo-sensor system so as to be turned off during daylight hours and during any hours when the parking area is not in use. This requirement does not apply to security lighting.

(c) All parking area lighting must meet applicable energy efficiency requirements of the Building Code*s*.

(d) All lighting must be designed to confine direct rays to the premises. No light fixture *may* emit any direct light above a horizontal plane through the fixture. No spillover beyond the lot line is permitted, except onto public thoroughfares.

8.2.3.14 **Electric Vehicle Charging Stations.** The number of required electric vehicle (EV) charging stations must be consistent with the number required by applicable Building Codes and the City's Reach Codes at the time of permit application. These spaces may be counted towards parking requirements.

(a) ***Size***. Electric vehicle charging stations *must* be the same size as other spaces, and electric vehicle charging equipment shall not reduce the size of the space.

(b) ***Signage***. Each electrical vehicle charging station *must* be clearly marked with a sign reading "Electrical Vehicle Charging Station" and the associated California Vehicle Code restrictions, and only a vehicle that is connected for electric charging *may* park in the stalls or spaces so designated.

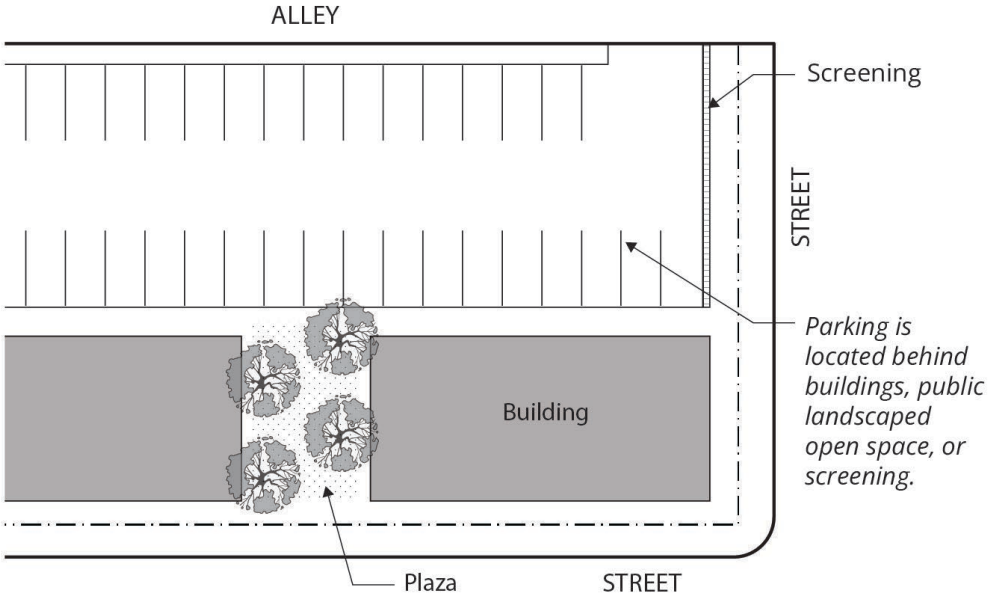
(c) ***Equipment***. Electrical vehicle charging stations must be wired for a minimum of 240 volts and 32 amps, designed to allow for future provision of higher amperage conduit, equipped with electrical outlets, and may also be equipped with card readers, controls, connector devices and other equipment, as necessary for public use.

8.2.4 LOCATION OF REQUIRED SPACES

(a) ***Location***. Parking must be located either underground, or behind habitable, landscaped, or public plaza space or otherwise appropriately screened from view from a public street. For purposes of this requirement, alleys are not considered public streets. Parking is not permitted to be located between a public street and a building, except on corner lots, if approved as a modification to development standards in accordance with Section 8.3.

(b) ***Non-residential Uses***. Required parking spaces serving commercial, office, and other non-residential uses must be located on the same lot as the use they serve, or in an off-site parking facility as provided in Subsection 8.2.5, Off-site Parking Facilities.

Figure 8.2-4: Parking Location



(c) ***Residential Uses***.

(1) *R-1 and R-2 Zones*. For uses in a Single (R-1) or Duplex Residential (R-2) District, the following standards apply.

(A) Parking and garage space accessory to dwellings must be located on the same site as the use served.

(B) Uncovered parking spaces may extend into the unused portion of the right-of-way up to the outside edge of street improvements, such as sidewalk, provided they would not obstruct any existing or possible future street improvements that are necessary for public use (i.e., future sidewalk, curb or gutter installation, utility needs, etc.), as determined by the Public Works Director.

(C) A required driveway area for a single or duplex residential dwelling may be used to satisfy the off-street uncovered parking requirement for such use(s) provided minimum stall dimensions as required Table 8.2.3-1 "Parking Dimensions" are met.

(D) Paving between the front of the dwelling and the front property line is limited to required driveways and one paved walkway to the front building entrance, of no more than 48 inches in width.

(2) *All other Residential Zones*. Required parking for residential uses must be located on the same lot as the dwelling served, or in a common parking area not more than 400 feet from the dwellings served. Parking may not be located within a required front setback area or yard or street-facing side setback area or yard.

8.2.5 OFF-SITE PARKING FACILITIES. A parking facility serving one or more non-residential uses located on a site other than the location of the use(s) may be used to satisfy the use's on-site parking requirement so long as the parking is available under an enforceable parking agreement and approved by the Director if the standards of this subsection are met.

(a) ***Location***. Any off-site parking facility must be located within 1,000 feet, along a pedestrian route, of the principal entrance containing the use(s) for which the parking is required.

(b) ***Parking Agreement***. A written agreement between the landowner(s) and the owner of the use in a form satisfactory to the City Attorney and recorded against the parking lot property in favor of the use property, which includes:

(1) A guarantee among the landowner(s) for access to and use of the parking facility; and

(2) Reasonable notice provisions so that replacement spaces can be secured if use of the off-site parking facility is terminated.

8.3 **PARKING EXCEPTIONS, REDUCTIONS AND ALTERNATIVE COMPLIANCE**. The number of required on-site motor vehicle parking spaces may be modified in accordance with the provisions of this Subsection through the modification to development standards review process.

8.3.1 PARKING ANALYSIS. In order to evaluate a proposed project's compliance with any the criteria within Section 8.3, the Community Development Director may require submittal of a parking analysis prepared by an independent traffic engineering professional approved by the City that substantiates the basis for granting any exception, reduction, and/or alternative compliance.

8.3.2 PARKING SPACES BELOW THE MINIMUM. To provide less than the minimum number of private parking spaces allowed by Table 8.2-1 or Table 8.2-2, the Community Development Director may approve the reduction, subject to the following criteria:

(a) The subject property is not zoned R-1;

(b) That adequate measures will be put in place through a Transportation Demand Management (TDM) program, to the satisfaction of the Community Development Director to reduce parking demand, such as promoting use of public transit, bicycling, and walking, and allowing modified working hours and telecommuting; and

(c) The use will adequately be served by the proposed parking; and,

(d) The use proposed is compatible with the surrounding area and would enhance development in the vicinity.

8.3.3 REDUCTION FOR SHARED PARKING. Where a shared parking facility serving more than one use will be provided, the total number of required parking spaces may be reduced by the Community Development Director, subject to the following criteria:

(a) The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;

(b) The adequacy of the quantity and efficiency of parking provided will equal or exceed the level that can be expected if parking for each use were provided separately;

(c) In the case of a shared parking facility that serves more than one property, a parking agreement has been prepared consistent with the provisions for Off-site Parking Facilities.

(d) The use will adequately be served by the proposed parking; and,

(e) The Community Development Director finds that the use proposed is compatible with the surrounding area and would enhance development in the vicinity.

8.3.4 PARKING SPACES ABOVE THE MAXIMUM. To provide more than the maximum number of private parking spaces allowed by Table 8.2-1 or Table 8.2-2, the Community Development Director may approve the increase in parking spaces above the maximum, subject to the following criteria:

(a) **For Excess Parking not Intended to be Shared**. That the applicant has demonstrated that the additional parking is required to meet the anticipated parking demand of the proposed uses and that the additional parking will not adversely affect transit, bicycle, or pedestrian access to the site or other adjacent uses.

(b) **For Excess Parking to be Shared**. That all such excess spaces are designed and operated to be shared and publicly accessible parking spaces available for public use at any time. Property owners may charge an hourly, daily, or monthly fee for use of any such public access parking provided in excess of the maximum off-street parking limits of this subsection.

8.3.5 ALTERNATIVE COMPLIANCE.

(a) **Alternative Parking and Loading Plan**. Where an applicant can demonstrate to the satisfaction of the Community Development Director that variations in the standards or dimensions otherwise required by this section are warranted for uses with unique needs, an alternative parking area design and loading plan may be allowed. To grant such exception the Community Development Director may approve the alternative parking and loading plan, subject to the following criteria:

(1) That the applicant has demonstrated that the alternative plan is a superior solution and the requested modifications in the design standards are warranted; and

(2) That the alternative parking arrangement will be in place at all times during operation of the principal uses to be served by the parking.

(b) **Valet Parking Permit**. The Community Development Director can establish an administrative process to consider a Valet Parking permit. Valet Parking Permits may be issued as a means of satisfying all or a portion of the off-street parking requirement. Valet parking may be used to accommodate more parking spaces on the site of the principal use served by the parking than could be accommodated in conformance with the design standards of this section. It may also be used to provide off-site parking. The Community Development Director may issue a Valet Permit upon finding that the valet parking shall not cause interference with the public use of rights-of-way or imperil public safety.

8.4 BICYCLE PARKING

8.4.1 MINIMUM. Two short-term (Class 2) bicycle parking spaces are required per site plus the following:

(a) Multi-family Residential Uses. 1 additional Class 1 space per 20 units.

(b) Retail and Service Uses. For buildings over 10,000 square feet gross floor area, 1 additional short-term (Class 2) space and 1 additional long-term (Class 1) space per incremental 10,000 square feet occupied by tenants with more than 2,500 square feet of space.

(c) Office Uses. 1 additional short-term (Class 2) space per 20,000 square feet, and 1 additional long-term (Class 1) space per incremental 5,000 square feet.

(d) Exemptions for Small Sites. The Director may grant an exemption from the bicycle parking requirement for sites with less than 10,000 square feet if on-street (Class 2) public bicycle parking is provided on the block face.

8.4.2 LONG-TERM (CLASS 1) BICYCLE PARKING. Long-term bicycle parking must be located on the same site as the use it serves, and must be in an enclosed bicycle locker, or a fenced, covered, and locked bicycle storage area.

8.4.3 SHORT-TERM (CLASS 2) BICYCLE PARKING.

(a) Short-term bicycle parking must be located within 100 feet of the primary building entrance and must be visible from the street or from the main building entrance. Shared bicycle parking facilities are encouraged, when in compliance with these standards.

(b) Bicycle parking must be located on private property, unless the Public Works Director approves an encroachment permit for bicycle parking within the public right-of-way. Any bicycle parking in the right-of-way must be located in the curb zone; a minimum of four feet width of clear sidewalk or 10 feet width of public alley must remain unobstructed for pedestrian or vehicle uses.

8.4.4 STANDARDS FOR ALL BICYCLE PARKING.

(a) **Class 1 Long-Term Bicycle Parking Spaces**. Class 1 spaces must be located with direct access for bicycles without requiring use of stairs. The location of such spaces must allow bicycles users to ride to the entrance of the space or the entrance of the lobby leading to the space. The design must provide safe and convenient access to and from bicycle parking facilities. Use of elevators to access Class 1 spaces must be minimized. In residential buildings, Class 1 space may not be provided within dwelling units, on balconies, or in required outdoor living area. Class 1 bicycle parking must be located:

(1) On the ground floor within 100 feet of a major entrance to the lobby. There must be either:

(A) Convenient access to and from the street to the bicycle parking space and another entrance from the bicycle parking space to the lobby area, or

(B) A minimum five foot wide hallway or lobby space that leads to the bicycle parking entrance, where direct access to bicycle parking space from the street does not exist. Such access route may include up to two limited constriction points, such as doorways, provided that these constrictions are no narrower than three feet wide and extend for no more than one foot of distance.

(2) In a structured parking facility, on the first level of automobile parking either above or below grade, near elevators or other pedestrian entrances to the facility.

(b) **Class 2 Short-Term Bicycle Parking Spaces**. Class 2 spaces must be located, as feasible, near all main pedestrian entries to the use to which they are accessory. Class 2 bicycle parking may be on a sidewalk or in place of an on-street auto parking space, within 100 feet of a main entry to the building. If existing Class 2 bicycle parking in the required quantities already exists in a public right-of-way immediately fronting a project site, and such spaces are not satisfying bicycle parking requirements for another use, such parking shall be deemed to meet the Class 2 requirement for that project.

(c) **Design and Installation**.

(1) A bicycle parking space must be in a paved, level, drained, lighted area with access to a right-of-way without the use of stairs, and must consist of either:

(A) One side of a securely fixed rack element that supports the bicycle upright by its frame, prevents the bicycle from tipping over, and allows the frame and at least one wheel to be locked to the rack element with one lock;

(B) For Class 1 long-term parking only, a bicycle locker constructed of theft-resistant material with a lockable door that opens to the full width and height of the locker. Bicycle lockers must be weather-proof if exposed to the elements; or

(C) For Class 1 long-term bicycle parking only, wall-mounted racks or wall- or ceiling-mounted hooks so that bicycles may be hung vertically.

(2) Each bicycle parking space must be no less than 15 inches wide, by six feet deep, with an overhead clearance of no less than seven feet. This can be satisfied by placing racks, each of which supports two bicycles, 30 inches apart.

(3) Each row of bicycle parking spaces must be served by an aisle no less than four feet wide. Rack elements must be placed two feet from walls, fences or curbs.

(4) Required bicycle parking may not be tandem; parking or removing a bicycle may not require moving another parked bicycle.

(5) Bicycle rack elements must be fixed, securely anchored to the ground or to a structure by means that resist tampering or removal. Bicycle locker edges must be secured with no exposed fittings or connectors. The Director may specify preferred installation methods, such as, but not limited to, embedded mounting in poured-in-place concrete, recessed bolt heads or grouted-in anchoring.

(d) **Location**.

(1) Direct access from the bicycle parking to the public right-of-way must be provided by means of access ramps, if necessary, and pedestrian access from the bicycle parking area to the building entrance shall also be provided.

(2) Where bicycle parking is not directly visible and obvious from the right-of- way, signs must be provided, except that directions to long-term bicycle parking may be posted or distributed by the building management, as appropriate.

(3) Bicycle parking must be separated from automobile parking by a sufficient distance to prevent damage from moving automobiles or their loading and unloading.

(4) All long-term bicycle parking areas must be equipped with at least one electrical outlet that supports e-bike charging.

(5) Bicycle parking may be provided inside a building provided it is easily accessible from a building entrance and a bicyclist does not have to use stairs to reach it.

(6) The placement of bicycle parking, bicycle rack elements and bicycle lockers may not interfere with pedestrian circulation.

8.4.5 REMOVAL OF ABANDONED BICYCLES. Property owners must remove abandoned bicycles from short-term and long-term parking associated with their property on a quarterly basis after posting a notice of removal warning on such bicycles for one month. This requirement does not preclude provision of seasonal bicycle storage.

8.5 LOADING REQUIREMENTS

8.5.1 NUMBER OF SPACES REQUIRED. The off-street loading requirements are specified in Table 8.5-1 below.

Table 8.5-1: LOADING REQUIREMENTS		
Use Type	*Number of Spaces*	*Size (See Sec. 8.5.2 below)*
Residential Use Types		
Multi-Unit		
Less than 50 units	none	
50 to 149 units	1	small
150 units, or more	2	small
Commercial and Institutional Use		
Offices – All		
Less than 25,000 gross square feet	none	
25,000 to less than 100,000 gross square feet	1	medium
100,000 or more	2	medium
Research and Development Facilities		
10,000 to 99,999 gross square feet	1	medium
100,000 to 199,999 gross square feet	2	medium
200,000 or more	3	medium
All Other		
Less than 10,000 gross square feet	none	
10,000 to less than 20,000 gross square feet	1	medium
20,000 to less than 40,000 gross square feet	2	medium

40,000 to less than 80,000 gross square feet	2	large
Each additional 40,000 gross square feet or fraction of one-half or more thereof	1	large

8.5.2 SIZE OF SPACES. The size of each type of loading space shall be as follows:

(a) **Small**. Small loading spaces must have a width of no less than 10 feet, a length of no less than 25 feet, and a vertical clearance of no less than eight feet

(b) **Medium**. Medium loading spaces must have a width of no less than 12 feet, a length of no less than 35 feet, and a vertical clearance of no less than 14 feet.

(c) **Large**. Large loading spaces must have a width of no less than 12 feet, a length of no less than 50 feet, and a vertical clearance of no less than 14 feet.

8.5.3 MODIFICATIONS. In approving a project, the Director or the Planning Commission, as the case may be, may modify the number and size of loading spaces required because of the nature of the use or the design of the project.

8.5.4 MANEUVERING AREAS. All off-street loading spaces must be designed and located so that there is sufficient off-street maneuvering area to accommodate vehicles using the loading spaces. Maneuvering areas must be designed to accommodate the largest vehicle intended to use the loading spaces and must not be encumbered by parking stalls or physical obstructions.

8.5.6 SURFACE AND MAINTENANCE. Loading spaces and the maneuvering areas and driveways serving them must be paved and maintained with concrete, asphalt, or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights; graded for drainage; and maintained in good condition free of weeds, dust, trash, and debris.

8.5.7 LOCATION.

(a) Loading spaces must be located on the same lot on which the use for which they are required is located except as provided in (b).

(b) With a conditional use permit, loading spaces may be provided in a common loading area serving multiple adjacent uses and located on an adjacent lot within 300 feet of the lot on which the use requiring the loading spaces is located. To grant such a conditional use permit, the Planning Commission must make the following findings in addition to the findings otherwise required:

(1) That the common loading area results in a more efficient design than individual loading areas serving each use separately;

(2) That the total number of loading spaces provided in the common loading area is no less than the number of loading spaces that would be required if the uses served were located in a single facility; and

(3) That the common loading area will be in place at all times during operation of the principal uses to be served by the loading spaces.

(c) No loading berth for vehicles over two tons in capacity is closer than 50 feet to any property in a Residential District unless completely enclosed by building walls, or a uniformly solid fence or wall, or any combination thereof, not less than six feet in height. No permitted or required loading berth is located within 25 feet of the nearest point of any street intersection.

8.5.8 ACCESS TO TENANT SPACES SERVED BY LOADING SPACES. Buildings served by loading spaces must be designed such that there is a direct interior path of travel between the loading spaces and each tenant space served by the loading spaces of sufficient width and height to accommodate all material to be loaded and unloaded.

8.5.9 AVAILABILITY AND UTILIZATION OF LOADING SPACES. All loading spaces must be made readily available to pick-up and delivery vehicles during all hours when pick-ups and deliveries are allowed. Owners of property containing such loading spaces must advise drivers of pick-up and delivery vehicles of the location and hours of such loading spaces, require drivers to use such loading spaces, and not allow pick-up and delivery vehicles to be loaded in the public right-of-way.

8.5.10 IDLING. Where adjacent to residential uses, vehicles may idle no longer than is reasonably necessary to load or unload passengers. Idling vehicles while goods are loaded or unloaded is prohibited.

8.5.11 LANDSCAPING AND SCREENING. All loading spaces and the maneuvering areas and driveways serving them must be landscaped and screened as required by this section.

8.5.12 LIGHTING. All exterior loading spaces and the maneuvering areas and driveways serving them must be provided with lighting meeting the minimums established for parking areas.

8.6 TRANSPORTATION DEMAND MANAGEMENT. All projects are subject to the requirements of the Belmont Transportation Demand Management Program (TDM). The Program's Report and Guidebook, summary information sheet, and application form are available at the Belmont Community Development Department and on the City's Community Development webpage.

SECTION 51. BZO §9.5.4 AMENDED

Belmont Zoning Ordinance Section 9.5.4 is amended to read.

9.5.4 ACCESSORY BUILDINGS

(a) Accessory buildings as regulated herein are permitted in any district, if constructed either at the same time as the main building on the lot, or subsequently.

(b) In any R District, non-habitable one story detached accessory buildings and accessory structures (i.e. garages and storage sheds) may occupy part, but not more than 40 percent, of the required yard areas; provided however, that no detached accessory building shall be located in front of the main building.

(c) Detached accessory dwelling units may occupy required yard areas, as provided in Section 24.

SECTION 52. BZO §10.3 AMENDED

Belmont Zoning Ordinance Section 10.3 is amended to read:

10.3 ZONING ADMINISTRATOR. In accordance with Government Code Section 65900, there is hereby established the office of Zoning Administrator. The Director of the Community Development Department is to perform the functions of the Zoning Administrator which the Director may delegate to staff of the Community Development Department under the Director's supervision. Decisions either by the Director or the Community Development Department in general that are authorized by the Zoning Ordinance are decisions by the office of the Zoning Administrator.

SECTION 53. BZO §10.8.2 AMENDED

Belmont Zoning Ordinance Section 10.8.2 is amended to read:

10.8.2 **Application Requirements.**

(a) An applicant may request an alternative application format if necessary to ensure accessibility.

(b) The applicant may be the person with the disability or his or her representative.

(c) The application must include:

(1) The basis for the claim that the individual is considered disabled under fair housing laws;

(2) The zoning provision, regulation or policy from which reasonable accommodation is being requested;

(3) An explanation why the reasonable accommodation is necessary to make the specific property accessible to the individual;

(4) Plans showing the details of the proposal.

(d) If the project for which the request for reasonable accommodation is being made also requires some discretionary approval under this Ordinance (including but not limited to a conditional use permit, design review, variance, or zoning amendment), the application for reasonable accommodation must be submitted with the related applications and reviewed at the same time.

SECTION 54. BZO §10.8.4 AMENDED

Belmont Zoning Ordinance Section 10.8.4 is amended to read:

10.8.4 **Findings And Decision.**

(a) Any decision on an application under this Section shall be supported by written findings addressing the criteria set forth in this subsection. An application under this Section for a reasonable accommodation shall be granted if all of the following findings are made:

(1) The housing, which is the subject of the request, will be used by an individual disabled under the Federal Fair Housing Act and the California Fair Employment and Housing Act.

(2) The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Federal Fair Housing Act and the California Fair Employment and Housing Act.

(3) The requested reasonable accommodation would not impose an undue financial or administrative burden on the city.

(4) The requested reasonable accommodation would not require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.

(5) There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the city's applicable rules, standards and practices.

(b) In granting a request for reasonable accommodation, the approving authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (a).

SECTION 55. BZO §13.2.1 AMENDED

Belmont Zoning Ordinance Section 13 is amended to read:

13.2.1 SCOPE

(a) Design Review approval under Section 13 ("Design Review") is required for all new structures and exterior alteration of structures not governed by Section 13A ("Single Family and Duplex Design Review) and Section 24 ("Accessory Dwelling Units")

(b) "Exterior alteration" includes replacing elements such as windows or doors and repainting or refinishing with design, elements, materials or colors different than previously approved.

SECTION 56. BZO §13.3.1 AMENDED

Belmont Zoning Ordinance Section 13.3.1 is amended to read:

13.3.1 PROJECT REQUIREMENTS

(a) Landscape design features must occupy at least 10% of the gross site area unless the district regulations specify otherwise.

(b) Required landscape design features must consist of one or more of the following:

(1) Plantings of live plant materials.

(2) Large-scale sculptures, fountains and similar urban art related to building design.

(3) Specially designed plazas, courtyards, sitting areas or walkways.

(c) For new or substantially altered landscape plans, preferred tree and plant species identified in the City's preferred tree species list and the Green Infrastructure Plan, as applicable, must comprise at least 75% of the overall planting materials, except as

required to meet water efficiency and vegetation management requirements. For the purposes of this subsection, "substantial alteration" means altering more than 50% of the site's total landscape area.

(d) Landscape plans must be consistent with the Water Efficiency in Landscape Ordinance (WELO), adopted by the City's water provider, Mid-Peninsula Water District (MPWD), as applicable.

(e) Unless specifically exempted by the Fire Marshal, properties within high or very high fire hazard severity zones must include vegetation management plans (VMP), as part of the landscape plan submittals.

(f) All landscaped areas including, but not limited to: lawns, shrub areas, ground cover areas, tree wells and raised or on grade planters must be equipped with a complete underground irrigation system.

(1) The system must be operated by an automatic time clock when the number of sprinkler control valves is five or more.

(2) When the landscaped areas are small or of such design as to warrant, in the judgment of the Community Development Director, the irrigation of all or some planting areas may be accomplished by quick coupler valves or hose bibs.

(g) All new surface parking lots must include landscaping and screening consistent with Section 8.2.3.

SECTION 57. BZO §13.4.4 AMENDED

Belmont Zoning Ordinance Section 13.4.4 is amended to read:

13.4.4 APPEALS

(a) Design Review entitlement decisions are governed by Section 10.11 except as follows.

(b) For CDD determinations, the applicant may appeal a Design Review determination to the Planning Commission. A decision on review by the Planning Commission is final unless appealed by the applicant.

(c) For ZA determinations, the applicant and a property owner within 300 feet of the project site may appeal the determination to the Planning Commission. The Planning Commission may either affirm the underlying determination or forward the appeal to the City Council with a recommendation to approve, approve with conditions, or deny the project.

(d) The City Council finds that the Design Review determinations ordinarily made at the CDD level shown in Table 13.4 do not have the potential to substantially or significantly adversely affect the property rights of other property owners, and that Design Review determinations at the ZA level shown in Table 13.4 do not have the potential to substantially or significantly adversely affect the property rights of other property owners beyond neighboring property owners. The City Manager, in consultation with the City Attorney, may expand the scope of notice and opportunity to appeal from CDD or ZA level determinations if necessary due to facts peculiar to the proposed project to provide due process.

SECTION 58. BZO §13.6 AMENDED

Belmont Zoning Ordinance Section 13.6 and all its subsections are amended to read:

13.6 OBJECTIVE DESIGN STANDARDS. The objective design standards under Section 13.6 apply to new or substantially modified buildings within the scope of Section 13.2 unless the regulations for the particular use or district provide otherwise. For the purposes of this Section, a substantial modification means an addition of, or an alteration to, more than 50% of exterior building walls of the existing building.

13.6.1 BUILDING DESIGN

(a) Buildings shall carry the same design theme on all elevations. For the purposes of this design standard, a theme includes primary (non-accent) materials and colors. Except in cases when the entire building is remodeled, building renovations and additions shall be consistent with the original structure in form, style, materials, and colors.

(b) Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.

(c) Buildings of three stories or greater must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space.

(d) Buildings of two stories or greater must include one or more articulating features (offsets, recesses, or projections) above the ground floor of the building for at least 50% of the primary frontage and corner street side frontage, and, for multifamily buildings in an R district, any elevation visible from a public right-of-way, public park or public open space. The distance between features shall be no greater than 25 feet. When used, the minimum length and depth of these features shall be as follows:

(1) Projection, offset, or recess of the building wall must be at least one foot in depth and five feet in width.

(2) Projection of bow, greenhouse or garden windows must be at least eight inches in depth at the farthest point from the exterior walls of the building and five feet in width.

(3) Projection of bay windows must be at least 10 inches in depth measured at the farthest point and five feet in width.

(4) Projection of dormers must be at least two feet in depth measured at the farthest point from the exterior walls or roof surface of the building and four feet in width.

(5) Balconies and decks must be at least four feet in depth and five feet in width.

(6) Projected or recessed covered porch areas must be at least four feet in depth and width.

(e) In mixed-use and commercial building design, tenant-designed storefronts and associated outdoor spaces may have diverse styles that will not necessarily match the rest

of the façade. However, individual tenant façade designs shall not span vertically beyond the ground floor height of the building and there shall be elements of the tenant-designed frontages that unify its design as provided below.

(1) Awnings and Marquees. When used, awnings and marquees on a multiple storefront building need not be identical in design but shall be located within the building elements framing storefront openings and shall be of the same height above the adjacent sidewalk. The rigid framework for awnings, and marquees shall be no lower than eight feet above the sidewalk under it.

(2) Base Panel. When used on a multiple storefront building, a base panel shall be provided across the entire width of the storefront bay and between the vertical elements framing the bay for all of the storefronts within the building. The base panels shall be 30" or lower, measured above the sidewalk.

(3) Signage Band. When used, a horizontal band or frieze that could be used as a signage band shall be incorporated at the top of all of the storefronts within a multiple storefront building.

(f) Blank walls on the ground floor (facades without doors or windows) shall be no greater than 25 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas. Such blank wall areas shall include landscape screening (trees, shrubs, or green wall) for the entire length of the wall area at a minimum of 50% of the height of the wall. An exception to this standard may be granted by the reviewing authority when an alternative means is proposed that would articulate 50% or more of the affected building wall, or when a public art project or mural is approved, which separately or together extend along the entire length of the affected building wall.

(g) On multifamily buildings in R districts, window wall openings for garage ventilation must screen the view of vehicles parked within the garage, as seen from public vantage points.

(h) Rooflines shall be vertically articulated at least every 50 feet along the street frontage through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height or form.

(i) Trim surrounds of no less than one inch in depth shall be provided at all exterior window and door openings. In lieu of exterior door and window trim, windows and doors may be recessed from wall plane by a minimum of two inches.

(j) When used, belly bands, timbering and stone/brick base must be at least two inches in depth.

(k) A minimum of 5/8-inch thickness is required for panel siding. For board and batten siding, the battens are required to be a minimum of 5/8-inch thickness.

13.6.2 ROOFTOP EQUIPMENT. All roof-top equipment shall be screened from visibility from the surrounding public vantage points (right-of-way, public trails, open space and parks). The point of view for determining visibility shall be five feet above grade at the ground floor level of the building. If the roof structure does not provide this screening, an equipment screen shall be included in the building design. Said screen shall incorporate the same architectural design, colors, and materials as the building.

13.6.3 GROUND EQUIPMENT SCREENING. All exterior trash, recycling, and storage utility boxes, wood service poles, and electric and gas meters shall be screened from visibility from the surrounding public vantage points (right-of-way, public trails, open space and parks). Said screening shall incorporate the same architectural design, colors, and materials as the building, perimeter fencing, or landscaping.

13.6.4 REFUSE CONTAINERS. Refuse containers must be designed in accordance with the following standards:

(a) When individual garbage cans are used, they must either fit in the garage or into a special enclosure.

(b) When dumpsters are to be used, designers shall coordinate with the refuse pickup provider to determine the size and number of dumpsters required.

(c) All dumpster enclosures shall be a minimum of six feet tall and shall be sized to accommodate the needed dumpsters and recycling containers.

(d) Dumpster enclosures shall be located so that no dwelling is closer than 20 feet (including those on abutting properties) or more than 100 feet from a residential unit. No minimum distance from dwellings is required if dumpsters are located within a fully enclosed room.

13.6.5 LIGHTING DESIGN. Lighting must be designed to provide the minimum lighting levels required for safety without undue glare off-site. All exterior lighting shall include fully cut-off fixtures in accordance with Section 2.72.1. Surface parking lot lighting shall be consistent with Sections 8.2.13 and 8.5.12. Flood light, up-lighting, flashing, pulsating or similar dynamic lighting shall not be used. An exception to allow for up-lighting may be approved by the decision maker when a mural or public art project is approved that utilizes uses up-lighting.

13.6.6 COLOR OF EXTERIOR MATERIALS. Exterior building facades, roofing materials, fences, walls, and other structures visible from public vantage points shall be muted or earth-tone colors. Extreme colors and unpainted or untreated metallic surfaces shall not be used when visible from public vantage points. For the purposes of this section, extreme color shall be defined as unmuted primary colors, neon colors, and metallic colors. An exception to this standard may be approved by the reviewing authority.

SECTION 59. BZO §31.6 AMENDED

Belmont Zoning Ordinance Section 31.6 and all its subsections are amended to read (all subsections not shown are deleted):

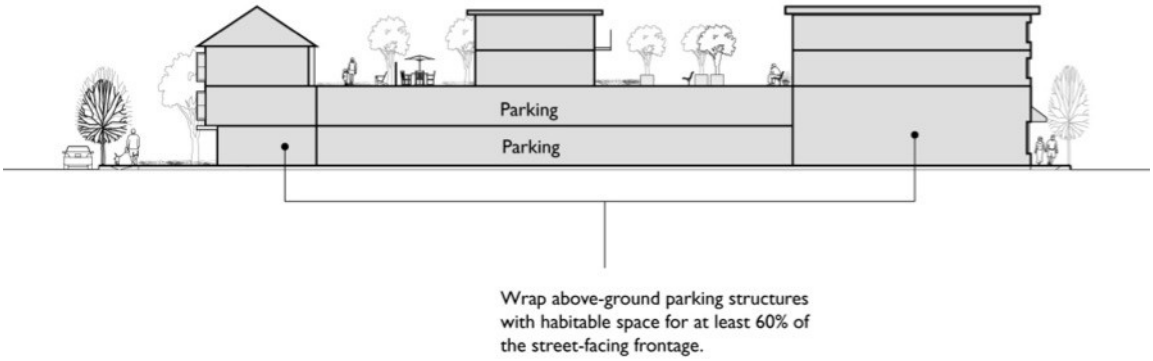
31.6 PARKING STANDARDS.

31.6.1 **Parking**. Parking shall be provided generally as indicated in Section 8, Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.2, E-2.3, M, M.E. S-1 and S-2 Special Combining Districts, OS-P and P2 and Table 8.2-2: Minimum Parking in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Specific Plan Districts.

31.6.2 **Parking Structures**.

(a) ***Wrapping***. At least 60 percent of the street-facing perimeter of above-ground parking structures should be wrapped with habitable space.

Figure 31-7: Above Ground Parking Structures Wrapped with Habitable Space



(b) ***Reduction through Development Standard Modification***. Modifications to the percent of the perimeter required to be wrapped with habitable space may be allowed through the modification process if the Planning Commission finds that:

(1) The design quality of the garage is equivalent to habitable space; and,

(2) The ground level is screened with landscaping.

SECTION 60. EFFECTIVE DATE.

This Ordinance takes effect 30 days after its adoption.

* * *

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

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 2025–22

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BELMONT RECOMMENDING THE CITY COUNCIL AMEND SECTION 2 (DEFINITIONS), SECTION 4 (RESIDENTIAL), SECTION 5A (CORRIDOR MIXED USE), SECTION 8 (OFF-STREET PARKING AND LOADING), SECTION 9.5.4 (ACCESSORY BUILDINGS), SECTION 10.8 (PROCEDURES), SECTION 13 (DESIGN REVIEW) AND SECTION 31.6 AND 31.7 (VILLAGE DISTRICTS) OF THE BELMONT ZONING ORDINANCE TO INCLUDE A SERIES OF ZONING TEXT AMENDMENTS

WHEREAS, the Belmont General Plan, including the Housing Element, includes several identified purposes, goals and policies in support of implementing the vision of the City, allowing implementation of standards to assure consistency with the General Plan, support of economic growth and development of private property; and,

WHEREAS, since adoption of the Belmont General Plan in 2017, staff has been provided the opportunity to evaluate existing land use policies and regulations through the processing of development applications; and,

WHEREAS, on September 10, 2024 the City adopted an updated Housing Element for the time period 2023-2031; and,

WHEREAS, in the last several years State laws related to housing, planning and zoning have been updated repeatedly; and,

WHEREAS, the City's zoning regulations should be updated to address land use, parking and other standards with the City's General Plan goals, including the Housing Element, and to be in compliance with State Law; and,

WHEREAS, these zoning text amendments are exempt from the provisions of the California Environmental Quality Act (CEQA) per the "common sense exemption" CEQA Guideline Section 15061(b)(3) which provides that CEQA applies only to projects which have the potential for causing a significant effect on the environment; and,

WHEREAS, on January 23, 2024 the City Council held a study session to consider proposed amendments to height and other development standards in the Corridor Mixed Use (CMU) District, other proposed amendments to the Zoning Ordinance related to the Housing Element, and other Zoning Ordinance amendments to streamline processing of housing projects to be consistent with State law, and provided direction to staff; and,

WHEREAS, the Community Development Director is authorized by the Belmont Zoning Ordinance to initiate an amendment of any zoning regulation; and,

WHEREAS, on September 16, 2025 the Planning Commission held a duly noticed public hearing to consider public testimony and a staff report, and recommends the City Council amend Zoning Ordinance Sections 2, 4, 5A, 8, 9.5.4, 10.8, 13, 31.6, and 31.7; and,

WHEREAS, after reviewing all the relevant evidence before the Planning Commission, including the information provided in the staff report and attachments to the Planning Commission, the public meeting, public correspondence and testimony received, the Planning Commission incorporates herein by reference and adopts the analysis and findings in the staff report to the Planning Commission dated September 16, 2025 as its own findings of fact under Section 16 of the Belmont Zoning Ordinance related to Zone Text Amendments.

NOW, THEREFORE, BE IT RESOLVED that the proposed amendments to the Belmont Zoning Ordinance are consistent with the objectives of the City's Zoning Ordinance and General Plan, including the Housing Element.

AND BE IT FURTHER RESOLVED THAT the Planning Commission of the City of Belmont recommends the City Council amend the Belmont Zoning Ordinance as described in the Planning Commission staff report and attachments, dated September 16, 2025 and inclusive of any modifications recommended by the Commission and provided as part of the public record. The recommended amendments are as follows:

1. Amend the following Sections of the Zoning Ordinance as detailed in the following Exhibits A-H attached hereto with recommendations related to Exhibits B and G as specified below:
   - Exhibit A - Section 2, Definitions
   - Exhibit B - Section 4, Residential, with the additional recommendation for staff to evaluate adding language pertaining to residential care facilities to specify such facilities shall only be allowed in single family residences to the extent such language is permissible by State Law, and if not, suggest any new, regulatory language that could be permissible by state law with the intent to mitigate any impact to single family neighborhoods to the extent feasible.
   - Exhibit C - Section 5A, CMU
   - Exhibit D - Section 8, Parking
   - Exhibit E - Section 9.5.4, Accessory Buildings
   - Exhibit F - Section 10.8, Procedures
   - Exhibit G - Section 13, Design Review, with the additional recommendation that:
     - Staff does not include any amendments changing the review authority for any "Housing Development Projects as defined by the Housing Accountability Act, Government Code Section 65589.5(h)(2) that for any project not defined "ministerial" or "by-right" by State Law.
     - Staff does not include any amendments changing the review authority for any project types currently assigned to either the Zoning Administrator and/or Planning Commission.
   - Exhibit H - Section 31 (partial, 31.6 and 31.7 only), Village Districts.
1. Additional amendments to Sections 9.7.5 "Transitional Yards – C and M Districts" to increase the front, rear, and/or side lot lines to 15 feet, plus an additional 5-foot stepback starting at the third floor and for every two floors thereafter for any property in the CMU District that abuts an R-1 District.

3. Consider the following items for analysis and future discussion following direction by the City Council:

- Consider and evaluate the ability to create design standards for parking garages that do not face El Camino Real.
- Consider and evaluate potential options on any changes to reviewing authorities for Design Review and/or other entitlement projects in compliance with State Law, including proposed public noticing approaches.

* * *

ADOPTED September 16, 2025 by the City of Belmont Planning Commission by the following vote:

Ayes: Jadallah, Twigg, Adamkewicz, Kramer, Kulich

Noes: None

Absent: Majeski

Abstain: None

ATTEST:

Carlos de Melo

Carlos de Melo
Community Development Director

Section 2 DEFINITIONS

Editor's note: current through Ordinance 2023-1171

2.1 GENERAL PROVISIONS - For the purposes of this Ordinance certain terms used herein are defined as set forth in this and the following sections. All words in the present tense include the future tense; the plural number includes the singular, and all words in the singular include the plural unless the natural construction of the sentence indicates otherwise. The word "shall" is mandatory, not directory.

2.2 ACCESSORY BUILDING - A building which is subordinate to, and the use of which is incidental to that of the main building or use on the same lot; including detached accessory dwelling units.[1]

2.3 ACCESSORY USE - A use incidental and subordinate to the principal use of the premises, which does not alter the essential characteristics of the use considered as a whole and as related to other uses permitted in the same district.

2.3.1 ACRE, NET – M~~m~~eans area of a site or lot, excluding land to be dedicated for required easements for vehicles or rights-of-way, either public or private, land that is unbuildable because of flood~~r~~ hazards, and land to be dedicated for parks, schools, and other public uses.[2]

2.4 ACREAGE - Any tract or parcel of land in common ownership having an area of one acre or more which is not designated as a lot or parcel on a subdivision map.

2.4.1 ACTIVE USE – means a street-level land use that engages pedestrians and provides "eyes" on the street. Examples include retail shops, restaurants, personal services, and offices serving walk-in clientele.[3]

2.5 ADMINISTRATIVE - Pertaining to the performance of executive duties, or directing the execution, application or conduct of duties of an office, business or institution.

2.6 AGRICULTURE - Tilling of soil; horticulture; floriculture; forestry; viticulture; raising crops; livestock; farming; dairying; animal husbandry; including all uses customarily accessory and incidental thereto, but excluding slaughter houses, fertilizer works, bone

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[1] Amended by Ord. 999, 05/27/04; Ord. 2017-1118, §1, 5/23/2017
[2] Added by Ord. 2017-1124, §1, 11/28/2017
[3] Added by Ord. 2017-1124, §2, 11/28/2017

yards, and commercial feed lots including cattle feeding and the feeding of garbage or offal to swine or other animals, or plants for the reduction of animal matter.

2.7 AIRPORT - Any area of land or water which is used or intended for use by aircraft and including the necessary appurtenant structures and/or facilities thereon.

2.8 ALLEY - A minor public way providing secondary access at the back or side of a property.

2.8.1 ALTERNATIVE FUELS AND RECHARGING FACILITY – means a facility offering motor vehicle fuels not customarily offered by commercial refueling stations (e.g., LPG) as well as equipment to recharge electric-powered vehicles.[4]

2.8.2 ANIMAL RETAIL SALES (PET SHOPS) – means retail sales and boarding of domestic animals, provided such activities take place within an entirely enclosed building. This classification includes grooming if incidental to the retail use.[5]

2.9 ANIMAL CLINIC AND ANIMAL HOSPITAL:[6]

(a) ANIMAL CLINIC - Any building or portion thereof designed or used exclusively for the medical or surgical treatment of animals, birds, or pets of any kind.

(b) ANIMAL HOSPITAL - Any building or portion thereof designed or used for the care or treatment of cats, dogs, or other animals.

2.9.1 ANTENNA: "Antenna" means any composition of metal, wire, fiberglass or other substance which together with its necessary supports, grounding rods, and other external components is constructed for the purpose of receiving or transmitting electronic signals.

2.9.2 ANTENNA, DISH-TYPE: "Dish-type antenna" means any antenna external to or attached to the exterior of any building or structure, which is parabolic or semi-circular in cross-section.[7]

2.9.3 ANTENNA HEIGHT: "Antenna height" means the height of the entire antenna apparatus measured from the point of mounting to the point of highest possible extension of the antenna.[8]

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[4] Added by Ord. 2017-1124, §3, 11/28/2017
[5] Added by Ord. 2017-1124, §4, 11/28/2017
[6] Amended by Ord.394, 05/27/68
[7] Amended by Ord.759, 1/13/87
[8] Amended by Ord.759, 1/13/87

2.10 APARTMENT - A room or suite of rooms in a multiple-family structure, which is arranged, designed or used as a single housekeeping unit and has complete kitchen facilities, permanently installed.

(a) APARTMENT HOTEL, EFFICIENCY UNITS OR SINGLE ROOM OCCUPANCY (SRO) UNITS - "Apartment hotel", "efficiency units" or "single room occupancy (SRO) unit" mean a dwelling unit containing only one habitable room for occupancy by no more than two (2) persons, and containing a minimum of 220 square feet of living space. These units are considered a residential use and subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.[9]

2.11 AUTOMOBILE SALES LOT - Premises on which new or used passenger automobiles, trailers, mobile homes or trucks in operating condition are displayed in the open for sale or trade.

2.12 SERVICE STATION – Establishments primarily engaged in retailing automotive fuels or retailing these fuels in combination with ancillary activities, such as: providing minor vehicle repair services; conducting state inspections (e.g. "smog checks"); selling automotive oils, replacement parts, and accessories; and providing incidental food and retail services.[10]

2.13 AUTOMOBILE WRECKING YARD - Any use of premises, excluding fully enclosed buildings, where on two or more motor vehicles not in operating condition are standing more than 30 days, or on which used motor vehicles, or parts thereof, are dismantled or stored.

2.14 BALCONY - A platform, enclosed by a parapet or a railing, projecting from an exterior wall of a building and open to the sky.

2.15 BASEMENT - That portion of a building between floor and ceiling, which is partly below and partly above grade, but so located that the vertical distance from grade to the floor below is less than the vertical distance from grade to ceiling.

2.16 BEDROOM - Any fully enclosed room at least seventy square feet or more in area in a residential structure which has heat, ventilation, electricity, a window and a closet may be considered a bedroom. Living rooms, dining rooms, kitchens, dens, bathrooms, or

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[9] Amended by Ord. 2014-1079, §1, 8/26/2014
[10] Amended by Ord. 474, 06/28/71; Ord. 2017-1124, §5, 11/28/2017

other similar rooms are not considered bedrooms. Bedrooms do not include rooms that are clearly incidental to the other living spaces of the home, such as laundry rooms, rooms that are left open to adjacent living areas of the home, alcoves and breakfast nooks, and rooms accessed solely through bedrooms of the home, such as walk-in closets.[11]

2.17 BLOCK - The space along one side of a street between the two nearest intersecting streets or between an intersecting street and a right-of-way, waterway, or other similar barrier, whichever is lesser.

2.18 BOARDING HOUSE - A building other than a hotel or restaurant where meals are provided for compensation to three or more persons, but not more than 12 persons, who are not members of the householder's family.

2.18.1 BORDERING PROPERTIES – Bordering properties mean lots that abut a project site, and lots that are separated from a project site only by a public right-of-way or access easement.[12]

2.19 BUILDABLE AREA - The space within the setback lines remaining on a lot after the minimum open space requirements of this Ordinance have been complied with.

2.20 BUILDING - Any structure with substantial walls and roof securely affixed to the land and entirely separated on all sides from any other structure by space or by walls in which there are no communicating doors, windows or openings, which is designed or intended for the shelter, enclosure or protection of persons, animals, chattels or property of any kind.

2.21 BUILDING, COMPLETELY ENCLOSED - A building separated on all sides from the adjacent open space, or from other buildings or other structures, by a permanent roof and by exterior walls or party walls pierced only by windows and normal entrance or exit doors.

2.22 BUILDING, DETACHED - A building surrounded by open space on the same lot.

2.23 BUILDING, EXISTING - A building erected prior to the effective date of this Ordinance, or one for which a legal building permit has been issued.

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[11] Amended by Ord. 1006, 4/21/05; Ord. 1029, 07/24/07; Ord. 2016-1106, §3, 6/28/2016
[12] Amended by Ord. 2016-1100, §1, 2/23/2016

2.23.1 BUILDING MATERIALS AND SERVICES – means retail sales or rental of building supplies or equipment. This classification includes lumberyards, tool and equipment sales or rental establishments, and includes establishments devoted principally to taxable retail sales to individuals for their own use. This definition does not include hardware stores less than 10,000 square feet.[13]

2.24 BUILDING, NONCONFORMING - Any building which does not conform to the requirements of this Ordinance.

2.25 BUILDING, PRINCIPAL – A building in which the principal use of the lot upon which it is situated is conducted. Every dwelling in any R District is a principal building. A detached accessory dwelling unit, as defined herein, is not a principal building.[14]

2.26 BUILDING, GOVERNMENT – means administrative, clerical, or public contact offices of a government agency, including postal facilities and courts, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment. Administrative, clerical, or public contact offices of a government agency, including postal facilities and courts, together with incidental storage and maintenance of vehicles. This classification excludes corporation yards, equipment service centers, and similar facilities that primarily provide maintenance and repair services and storage facilities for vehicles and equipment.[15, 16]

2.27 BUILDING SETBACK LINE - A line parallel to, and at a set distance from, each property line. The front setback is measured from the front property line or from the edge of the sidewalk if proposed to be located within the lot line and dedicated for public use.[17, 18]

2.28 BUILDING SITE - A lot or parcel of land, in single or joint ownership, and occupied or to be occupied by a main building and accessory buildings, or by a dwelling group and its accessory buildings, together with such open spaces as are required by the terms of this Ordinance and having its principal frontage on a street.

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[13] Added by Ord. 2017-1124, §6, 11/28/2017
[14] Amended by Ord. 999, 05/27/04; Ord. 2017-1118, §2, 5/23/2017
[15] Amended by Ord. 2017-1124, §7, 11/28/2017
[16] Amended by Ord. 2019-1141, §1, 5/28/2019
[17] Amended by Ord. 2017-1124, §8, 11/28/2017
[18] Amended by Ord. 2019-1141, §2, 5/28/2019

2.29 BULK - The term used to describe the size and mutual relationships of buildings and other structures as to size, height, coverage, shape, and location of exterior walls in relation to lot lines, to the center lines of the streets, to other walls of the same building, and to other buildings or structures, and to all open spaces relating to the building or structure.

2.30 BUSINESS - Any occupation, employment or enterprise wherein merchandise is exhibited or sold, or which occupies time, attention, labor and materials, or where services are offered for compensation.

2.30.1 BUSINESS AND PROFESSIONAL OFFICES means offices for firms and organizations providing professional, executive, management, or administrative services, including accounting, architecture, computer hardware and software design, engineering, graphic design, interior design, investment, law, management, medical/dental, real estate, tax preparation and other services.[19]

2.31 BUSINESS, RETAIL - The retail sale of any article, substance, or commodity for profit or livelihood, conducted within a building but not including the sale of lumber or other building materials or the sale of used or secondhand goods or materials of any kind.

2.31.1 BUSINESS SERVICES. The business services use type refers to establishments primarily engaged in the provisions of services of a clerical, employment, protective or minor processing nature to firms, rather than individuals, and where the storage of goods other than samples is prohibited. Typical uses include secretarial services, quick-printing services, and blueprint services.[20]

2.32 BUSINESS, USED MERCHANDISE - A trade outlet dealing in retail sales of secondhand goods.

2.33 BUSINESS, WHOLESALE - The wholesale handling of any article, substance or commodity for the profit or livelihood, but not including the handling of lumber or other building materials or the open storage or sale of any material or commodity and not including the processing or manufacture of any product or substance.

2.33.1 CABARET – A restaurant, tavern, or lounge which provides live musical entertainment on the premises.

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[19] Added by Ord. 2017-1124, §9, 11/28/2017
[20] Added by Ord. 2017-1124, §10, 11/28/2017

2.34 CARPORT - A structure to house or protect motor vehicles which are owned or operated by the occupants of the lot.[21]

2.35 CELLAR - That portion of a building between floor and ceiling which is wholly or partly below grade and so located that the vertical distance from grade to the floor below is equal to or greater than the vertical distance from grade to ceiling.

2.36 CITY - The City of Belmont, California.

2.37 CITY CLERK - The City Clerk of the City.

2.38 CITY ENGINEER - The City Engineer of the City.

2.39 CITY TREASURER - The City Treasurer of the City.

2.40 CLINIC OR MEDICAL HEALTH CENTER - A building, other than a hospital as defined herein, used by two or more licensed physicians associated with one another for the purpose of receiving and treating patients.

2.41 CLUB (FRATERNAL) OR LODGE - The social use of a building or of any premises by a non-profit association, where such use is restricted to enrolled members and their guests.

2.42 COMMISSION - The Planning Commission of the City.

2.42.1 COMMUNITY ASSEMBLY. A facility for public or private meetings including community centers, banquet centers, religious assembly facilities, civic auditoriums, unions halls, meeting halls for clubs and other membership organizations. This classification includes functionally related facilities for the use of members and attendees such as kitchens, multipurpose rooms, and storage. It does not include gymnasiums or other sports facilities, convention centers, day care centers or schools.[22]

2.43 COMPREHENSIVE GENERAL PLAN - The Comprehensive General Plan for the City officially adopted by the Council as such.

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[21] Amended by Ord. 2017-1118, §3, 5/23/2017
[22] Added by Ord. 2017-1124, §11, 11/28/2017

2.44 CONDITIONAL USE - The term "Conditional Use" shall mean a use or occupancy of a structure, or a use of land, permitted only upon issuance of a Use Permit and subject to the limitations and conditions specified therein.[23]

2.44.1 CONDOMINIUM – Condominium is an estate in real property consisting of an undivided interest in common in a portion of a parcel of real property together with a separate interest in space in a residential, industrial or commercial building on such real property such as an apartment, office or store. A condominium may include, in addition, a separate interest in other portions of such real estate.

2.45 CONVALESCENT HOME - (See Residential Care Facility~~Nursing and Convalescent Home; 2.92~~)

2.46 COUNCIL - The City Council of the City.

2.47 COURT - An uncovered area partly or wholly enclosed by buildings or walls and used primarily for supplying access, light and air to abutting buildings.

2.48 CURB LEVEL - The level of the established curb in front of the building measured at the center of such front of building or lot. Where a building faces on more than one street, the curb level shall be the average of the levels of the curbs at the center of the frontage on each street. (Where no curb elevation has been established, the City Engineer shall establish such curb level or its equivalent for the purpose of this Ordinance).

2.48.1 CUMULATIVE GROSS FLOOR AREA ADDITION – Cumulative Gross Floor Area means the total gross floor area of additions:

(a) Proposed by any pending development application;

(b) Approved in any building permit not yet finalized; and,

(c) Constructed under any building permit finalized within two years from the application date for any pending development application.[24]

2.48.2 DAYLIGHT PLANE - A series of planes defining a three-dimensional volume of space in which a building must be constructed. A daylight plane may be more restrictive than the height limit or the minimum setback applicable at such point on the site.[25]

2.48.3 DENSITY TRANSFER - The permanent transfer of residential units in the HRO-2 Zoning District from one group of lots to another non~~dis~~contiguous site along the same

[23] Amended by Ord. 2018-1131, §4, 4/24/2018
[24] Added by Ord. 2016-1100, §2, 2/23/2016
[25] Added by Ord. 2016-1100, §3, 2/23/2016

roadway and within the same statistical sub-area as shown on the San Juan Hills Area Plan.[26]

2.48.4 ~~2.48.3~~ DAY CARE CENTER. Establishments providing non-medical care for persons on a less than-24-hour basis. This classification includes commercial and nonprofit nursery schools, preschools, day care facilities for children or adults, and any other day care facility licenses by the State of California.[27]

2.49 DISTRICT - A section or part of the incorporated portion of the City for which the use regulations are uniform, as set forth herein.

2.50 DRIVE-IN ESTABLISHMENT - An establishment, other than an automobile service station, which is designed to accommodate the motor vehicles of patrons in such manner as to permit the occupants of such vehicles, while remaining therein, to make purchases or receive services.

2.51 DWELLING - A building, or portion thereof, containing one or more dwelling units. The term dwelling does not include any trailer, motel, hotel or boarding house as defined herein.

2.52 DWELLING GROUP - A group of two or more detached or semi-detached one-family, two-family, or multiple dwellings occupying a parcel of land, in one ownership and having any yard or court in common, but not including automobile courts.

2.53 DWELLING, ROW (PARTY-WALL) - A row of two to six attached one-family, party-wall dwellings, not more than two and one-half stories in height, nor more than two rooms in depth, measured from the building line.

2.54 DWELLING, MULTIPLE-FAMILY - A building, or portion thereof, containing three or more dwelling units.[28]

2.55 DWELLING, SINGLE-FAMILY - A principal building designed for use and occupancy by no more than one family and containing not more than one kitchen or kitchen facility.[29]

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[26] Renumbered by Ord. 2016-1100, §4, 2/23/2016
[27] Added Ord. 2017-1124, §12, 11/28/2017
[28] Amended by Ord. 2020-1148, §21, 6/23/2020
[29] Amended by Ord. 999, 05/27/04

2.56 DWELLING, TWO-FAMILY OR DUPLEX - A building designed or altered to provide dwelling units for occupancy by two families living independently of each other.

2.57 DWELLING UNIT - One or more rooms designed for, or used as a residence for not more than one family, including all necessary household employees of such family, and constituting a separate and independent housekeeping unit with a single kitchen permanently installed. The term does not imply or include such types of occupancy as a lodging or boarding house, club, sorority house, fraternity house or hotel.

2.57.1 EMERGENCY SHELTER - As defined in California Health and Safety Code Section 50801(e), housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. Emergency shelters include low barrier navigation centers, bridge housing, and respite/recuperative care.

~~2.57.1~~2.57.2 ENTRY LEVEL - The lowest entry to the habitable portions of the home, not including areas dedicated solely to crawl space, unfinished storage and garage.[30]

2.58 EXECUTIVE - Pertaining to the management and administration of business enterprises.

2.59 FAMILY –~~"Family" means~~ One or more persons living together in a dwelling unit, with common access to, and common use of all living, kitchen, and eating areas within the dwelling unit~~a group of individuals living together in a dwelling unit as a single housekeeping unit under a common housekeeping management plan based on an internally structured relationship providing organization and stability~~.[31]

2.59.1 FARMWORKER HOUSING. Employee housing as set forth in California Health and Safety Code § 17008 for farmworkers.

2.60 FLOOR AREA, GROSS – means the sum of all finished and unfinished framed-in floor surfaces with an interior vertical height of six and one-half feet or more from floor to ceiling, capable of accommodating living space, measured from exterior walls plus garages, utility rooms, and enclosed accessory structures. Covered decks, porches, patios, carports, and other covered areas which are not enclosed on all sides shall not be counted as ~~dwelling floor area~~gross floor area. For the purposes of calculating floor area and an associated floor area ratio (FAR) other than for single family or duplex and related accessory structures, the gross floor area does not include underground parking, partially underground parking with no more than three feet above sidewalk

[30] Amended by Ord. 2016-1100, §5, 2/23/2016
[31] Amended by Ord. 422, 06/23/69; Ord. 2014-1079, §2, 8/26/2014

level, or parking structures that are interior to a commercial, residential, or mixed-use building.[32]

2.61 FLOOR AREA RATIO (F.A.R.) - The gross floor area of all buildings on a lot divided by the net area of such lot.[33]

2.62 GARAGE, PRIVATE - An accessory building or an accessory portion of a main building designed for shelter or storage of vehicles, owned or operated by the occupants of the principal building.

2.63 GARAGE, PUBLIC - A building or portion thereof, except a private garage, used or designed to be used for the storage of motor vehicles.

2.64 GRADE (Adjacent Ground Elevation) - The lowest point of elevation of the finished surface of the ground, paving or sidewalk within the area between the building and the property line, or when the property line is more than five (5) feet from the building, between the building and a line five (5) feet from the building.[34]

2.65 GRADE ESTABLISHED - The curb line grade at the lot lines established by the City Engineer, or otherwise established by law.

2.66 DELETED[35]

2.67 HEIGHT, BUILDING - The vertical distance from finished grade at each point around the perimeter of the building to the uppermost portion of the roof for each respective cross-slope section of the building.[36]

2.68 HOME OCCUPATION - Any gainful occupation engaged in by an occupant of a dwelling unit including handicrafts; tailoring; laundering; home office; teaching of music, dancing, and other instruction when limited to attendance of no more than two pupils at a time; and other like occupancies which meet all of the conditions herein. Occupancies determined by the Director of Planning and Community Development to cause traffic or parking problems, generate noise, odors or displays for sale incompatible with a

[32] Amended by Ord. 999, 05/27/04; Ord. 2016-1100, §6, 2/23/2016; Ord. 2017-1124, §13, 11/28/2017
[33] Amended by Ord. 619, 03/13/78
[34] Amended by Ord.621, 03/27/78
[35] Deleted by Ord. 999, 05/27/04
[36] Amended by Ord. 621, 03/27/78; Ord. 756, 12/12/86

residential setting, or involve the storage and/or use of hazardous substances in such quantity as to require a permit from the Fire Authority are not permitted.[37]

2.68.1 The use is clearly incidental and secondary to the use of the dwelling for dwelling purposes.

2.68.2 The use is conducted entirely within a dwelling and is carried on by the inhabitants thereof, and no more than one employee or person engaged in services on the premises at any given time.[38]

2.68.3 No article shall be sold or delivered, or offered for sale and delivery, on the premises, except such as is produced by the occupants on the premises, and no mechanical or electrical equipment shall be installed or maintained other than such is customarily incidental to domestic use, provided that computer, communication, and similar equipment, the operation of which is unnoticeable from outside the dwelling, shall be allowed.[39]

2.68.4 The use does not change the character of the dwelling or adversely affect the uses permitted in the residential district.

2.68.5 The use creates no more than three deliveries or customer trips per day, not including instruction of pupils.[40]

2.68.6 An additional on-site parking space will be provided for any employee.[41]

2.68.7 Not more than one-quarter of the area of said dwelling is used for such use and no part of the garage or carport is used for such use.[42]

2.68.8 The entrance to the space devoted to such use is from within the building, and no internal or external alterations or construction features not customary in dwellings is involved.

2.68.9 No sign is displayed which is not in conformity with the regulations for the district in which the home occupation is located.

2.69 HOSPITAL - An institution devoted primarily to the maintenance and operation of facilities for the medical, surgical and/or psychiatric care of patients for 24 hours or more. The term "hospital" does not include convalescent, nursing or boarding homes,

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[37] Amended by Ord. 868, 02/10/93
[38] Amended by Ord. 868, 02/10/93
[39] Amended by Ord. 868, 02/10/93
[40] Amended by Ord. 820, 10/26/89
[41] Amended by Ord. 820, 10/26/89
[42] Amended by Ord. 820, 10/26/89

clinics, or any institution operating solely for the treatment of patients necessitating forcible confinement.

2.70 HOTEL - Any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes. "Hotel" does not mean any of the following: Any motel, lodging house, rooming house, inn, apartment house, dormitory, public or private club, mobile home or house trailer in a fixed location, single family residence, hospital, sanitarium, medical clinic, convalescent home, rest home, home for aged people, foster home, or other similar facility operated for the care or treatment of human beings; any asylum, jail, prison, orphanage or other facility in which human beings are detained and housed under legal restraints, any housing owned or controlled by any educational institution and used exclusively to house students, faculty or other employees, and any fraternity or sorority house or similar facility occupied exclusively by students and employees of such educational institution, and officially recognized or approved by it; any housing operated or used exclusively for religious, charitable or educational purposes by any organization having qualifications for exemption from property taxes under the laws of California; any housing owned by a governmental agency and used to house its employees or for governmental purposes; any camp as defined by the Labor Code or other housing furnished by an employer exclusively for employees.[43]

2.70.1 INSTRUCTIONAL SERVICES. Services for the purpose of personal enrichment. Typical uses include classes or instruction in music, health, athletics, art, or academics. Instructional Services includes rehearsal studios as an accessory use.[44]

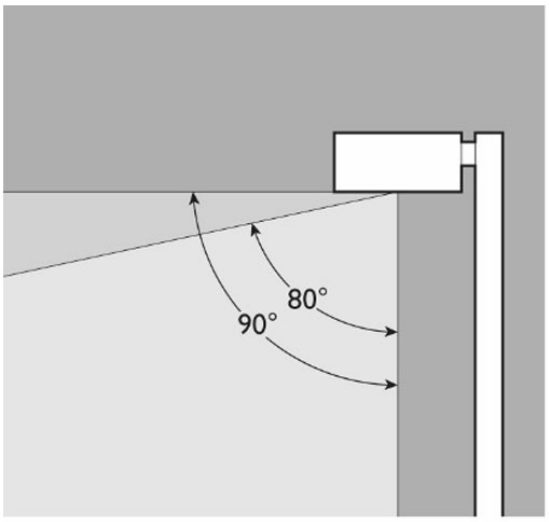
2.71 JUNK YARD - An outdoor space where junk, waste, discarded or salvaged materials are stored or handled, including automobile wrecking yards, and yards for used building materials and places or yards for storage of salvaged building and structural steel materials and equipment; excluding yards or establishments for the sale, purchase or storage of used cars or machinery in operable condition, and the processing of used, discarded or salvaged materials as part of a permitted manufacturing operation on the same premises.

2.72 KENNEL, COMMERCIAL - Any lot or premises or portion thereof on which dogs, cats and other household domestic animals are maintained, boarded, bred or cared for in return for compensation or are kept for sale.

2.72.1 LIGHTING, FULL CUT-OFF. A lighting fixture constructed in such a manner that it meets the adopted criteria of the Illuminating Society of North America and all light emitted

[43] Amended by Ord. 829, 9/12/90
[44] Amended by Ord. 2017-1124, §14, 11/28/2017

by the fixture, either directly from the lamp or a diffusing element, or indirectly by reflection or refraction from any part of the luminaire, is projected an angle of 90 degrees, and above a vertical angle of 80 degrees, the luminous intensity cannot exceed 10 percent of the light or the lamp or lamps of the fixture. Also known as a fully shielded light fixture.[45]



Permitted: Full Cutoff Luminaire

Does not allow light at 90°. Allows 100 cd per 1,000 lamp lumens at 80 degrees

2.73 LOADING AND UNLOADING SPACE, OFF-STREET - An open, hard-surfaced area of land other than street or public way, the principal use of which is for the standing, loading and unloading of motor vehicles, tractors and trailers, to avoid undue interference with public streets and alleys.

2.74 LOT - A portion of a recorded subdivision intended as a unit for transfer of ownership or for development.

2.75 LOT AREA - The area of a horizontal plane bounded by the front, side and rear lot lines.

2.75.1 LOT AREA, NET - The lot area minus any access corridors on flag lots and any access easements.

2.76 LOT, CORNER - A lot which is bounded on two or more sides by street lines; where the angle of intersection does not exceed 135 degrees.

[45] Amended by Ord. 2017-1124, §15, 11/28/2017

2.77 LOT COVERAGE - The area of a lot occupied by the principal building and accessory buildings.

2.78 LOT DEPTH – The horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.[46]

2.78.1 LOT DEPTH, AVERAGE – The sum of the length of the two sidelines of the lot divided by two.[47]

2.79 LOT FRONTAGE - That boundary of a lot along a public street.

2.80 LOT INTERIOR - A lot other than a corner lot or reversed corner lot.

2.81 LOT LINE - The boundary property line encompassing a lot. For the purposes of this Ordinance the front lot line is the boundary line which abuts a public street, the front lot line on a corner lot is the narrowest frontage facing a street, and the longest frontage facing a street is the side, irrespective of the direction in which the dwelling faces. The rear lot line is the lot line or line most nearly parallel to and most remote from the front property line. All other lot lines are side lot lines. An interior lot line is a side line in common with another lot.

2.82 LOT, REVERSED CORNER - A corner lot, the rear of which abuts upon the side of another lot, whether across an alley or not.

2.83 LOTSLOPE, AVERAGE – The average slope of a vacant lot shall be calculated using the following formula:[48]

$$AS = \frac{100\ IL}{A}$$

A = Net area of a lot in square feet.

AS = Average percent of slope.

I = Contour interval in feet.

L = Summation of existing contour length in feet.

2.83.1 LOT SLOPE, IMPROVED LOTS – The lot slope of a lot occupied by a residence is determined by dividing the grade elevation change from the front to the rear of the lot

[46] Amended by Ord. 2016-1100, §7, 2/23/2016
[47] Amended by Ord. 2016-1100, §8, 2/23/2016
[48] Amended by Ord. 820, 10/26/89

along the longest line within the lot boundaries which lies perpendicular to ground contours.

2.84 LOT, THROUGH - A lot other than a corner lot having frontage on two parallel or approximately parallel streets. On a through lot both street lines shall be deemed front lot lines.

2.85 LOT WIDTH (AVERAGE) - The sum of the length of the front and rear lot line divided by two. In the case of irregularly-shaped lots having four or more sides, average lot width shall be the sum of the length of two lines drawn perpendicular to one side line at the widest and narrowest portions of the lot, divided by two.[49]

2.85.1 LOW BARRIER NAVIGATION CENTER. A housing-first service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter and housing, consistent with California Government Code § 65660.

~~2.85.1~~2.85.2 MAINTENANCE AND REPAIR SERVICE. Establishments engaged in the maintenance or repair of office machines, household appliances, furniture, and similar items. This classification excludes maintenance and repair of motor vehicles.[50]

~~2.85.2~~2.85.3 MIXED USE. Under this section, mixed use refers to vertical mixed use where retail or commercial uses are on the ground floor, and residential, lodging, or office uses are above.[51]

2.86 MOBILE HOME - Any vehicle designed, used, or intended to be used generally for living and/or sleeping quarters for one or more persons, which is capable of being moved by its own power, towed or transported by another vehicle. The term "mobile home" includes trailer.

2.87 MOBILE HOME PARK - Any area, tract, plot or site of land whereupon two or more mobile homes are placed, located and maintained for dwelling purposes only, either on a permanent or a semi-permanent basis and for which a fee, rental or contract for payment for such use is collected by or collectible by the person holding the land.

2.88 MOTEL - A building, or group of buildings on the same lot, whether detached or in connected rows, containing sleeping or dwelling units independently accessible from

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[49] Amended by Ord. 2016-1100, §9, 2/23/2016
[50] Added by Ord. 2017-1124, §16, 11/28/2017
[51] Added by Ord. 2017-1124, §17, 11/28/2017

the outside, with garage space or parking space located on the lot, and designed for, or occupied by, travelers. The term includes, but is not limited to, any buildings or building groups designated as auto courts, motor lodges, tourist courts, or by any other title or sign intended to identify them as providing lodging to motorists.

2.89 Reserved.

2.90 NON-CONFORMING USE - Any use lawfully occupying a building or land at the effective date of this Ordinance, or of subsequent amendments thereto, which does not conform to the regulations for the district in which it is located.

2.91 NURSERY SCHOOL - An institution providing care, with or without instruction, for more than five children of pre-school age.

2.92 NURSING OR CONVALESCENT HOME - see ~~"Nursing Home" or "Convalescent Home" means a structure occupied or intended to be occupied, for compensation, by persons recovering from injury or illness, or suffering from the infirmities of old age, and any comparable licensed facility. "Nursing Home" or "Convalescent Home" is a type of "~~Residential Care Facility.~~"~~[52]

2.93 OUTDOOR ADVERTISING STRUCTURE - Any free-standing ground sign or billboard which advertises a product or service other than that which is provided on the premises and has an advertising surface of 100 square feet or more.

2.93.1 OFFICES WITH WALK-IN CLIENTELE means offices providing direct services to patrons or clients without prior appointments. This use classification includes employment agencies, insurance agent offices, real estate offices, travel agencies, utility company offices, and offices for elected officials. It does not include banks or check-cashing facilities.[53]

2.94 PARKING AREA, PRIVATE - An open, hard-surfaced area, other than street or public way, designed, arranged and made available for the storage of private passenger automobiles of occupants of the building or buildings for which the parking area is developed and is accessory.

2.95 PARKING LOT - An open, hard-surfaced area, other than street or public way, to be used for the storage, for limited periods of time, of operable passenger automobiles and

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[52] Amended by Ord. 2014-1079, §3, 8/26/2014
[53] Added by Ord. 2017-1124, §18, 11/28/2017

commercial vehicles, and available to the public, whether for compensation, free, or as an accommodation to clients or customers.

2.96 PARKING SPACE - Usable space within a public or private parking area, or a building of sufficient size and area, exclusive of access drives, aisles or ramps, for the storage of one properly spaced passenger automobile or commercial vehicle.

2.96.1 PERMANENT SUPPORTIVE HOUSING. Housing with no limit on length of stay, that is occupied by the target population and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community, and consistent with California Government Code Section 65583 and Sections 65650 through 65656. This paragraph is advisory only and not intended to deviate from state law as it may be amended from time to time.

2.96.2 PERSONAL SERVICES, GENERAL means provision of recurrently needed services of a personal nature that do not pose land use compatibility issues warranting public review. This classification includes seamstresses, tailors, shoe repair shops, bike repair shops, self-service laundries, photocopying and photo finishing services, and travel agencies mainly intended for the consumer. This classification also includes fitness centers, exercise clubs, and studios offering performing arts, martial arts, physical exercise, or yoga training and similar types of instruction.[54], [55]

~~2.96.1~~2.96.3 PERSONAL SERVICES, LIMITED means personal services that may cause land use conflicts because of hours of operation, drop-off or pickup requirements, or potential adverse impacts on neighboring uses or the local retail market. This classification includes barber or hair cutting shops and beauty salons, dry cleaning agents (excluding large-scale bulk cleaning plants), massage establishments, nail salons, smoke shops, or tobacco sales.[56], [57]

2.97 PLANNED UNIT DEVELOPMENT - A use or a combination of uses planned for a tract of land to be developed as a unit under single ownership or control, which includes two or more principal buildings.

2.97.1 PLATE HEIGHT – The point at which exterior building walls intersect with roof eaves. Plate height is illustrated in the figure below.[58]

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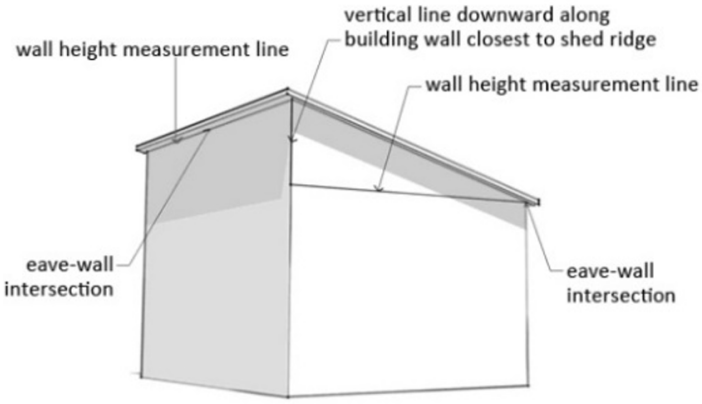
[54] Added by Ord. 2017-1124, §19, 11/28/2017
[55] Amended by Ord. 2019-1141, §3, 5/28/2019
[56] Added by Ord. 2017-1124, §20, 11/28/2017
[57] Amended by Ord. 2019-1141, §4, 5/28/2019
[58] Added by Ord. 2016-1100, §26 2/23/2016;



~~2.97.1~~2.97.2 ~~2.97.1~~ PRESCRIBED ARTICULATION – Specified measures which are required to interrupt the straight line of a building wall in order to reduce the perception of building bulk, which include but are not limited to projecting or recessing portions of exterior building walls, and incorporation of architectural features such as chimneys or bay windows.[59]

2.98 PRINCIPAL USE - The main use of land or buildings as distinguished from a subordinate or accessory use.

2.99 PUBLIC UTILITY - Any person or municipal department duly authorized to furnish to the public, under public regulation, electricity, gas, steam, communication or similar or associated services, transportation or water.

2.99.1 PUBLIC VIEWS – Public views means views from public vantage points to prominent natural features or landmarks.[60]

2.100 REPAIR – The reconstruction or renewal of any part of an existing building for the purpose of its maintenance. The term "repair" or "repairs" shall not apply to any other change in a structure such as would be required by additions to or remodeling of such structure.

2.100.1 RESEARCH AND DEVELOPMENT FACILITY. An office and laboratory facility for scientific research and the design, development, and testing of electrical, electronic, magnetic, optical, pharmaceutical, chemical, and/or biotechnology components and products in advance of product manufacturing. It may include assembly of related products from parts produced off site where the manufacturing activity is secondary to the research

[59] Added by Ord. 2016-1100, §10, 2/23/2016
[60] Amended by Ord. 2016-1100, §11, 02/23/2016

and development activities. A typical Research and Development facility has 20% to 50% of the floor area dedicated to the laboratory use.[61]

2.100.2 ~~2.100.1~~ RESIDENTIAL CARE FACILITY – As provided in Health and Safety Code Section 1502(a)(1), "Residential Care Facility" means any family home, group care facility, or similar facility, for 24-hour nonmedical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual.[62]

2.100.3 ~~2.100.2~~ RESIDENTIAL CARE FACILITY, SMALL - "Small Residential Care Facility" is a Residential Care Facility that serves six or fewer persons. In accordance with Health and Safety Code Section 1566.3, the residents and operators of such a facility are considered a family for purposes of this ordinance, and a Small Residential Care Facility is considered a residential use and a family dwelling.[63]

2.100.4 ~~2.100.3~~ RESIDENTIAL DESIGN CRITERIA (RDC) - A companion document to the Zoning Ordinance, which provides additional, objective, measurable, or quantifiable review criteria required for new construction. The RDC includes relevant criteria for the regulation of building bulk (such as second story step backs, prescribed articulation, and daylight planes), which are specified based upon the scope of the project, site conditions, and the architectural style of the home.[64]

2.100.5 ~~2.100.4~~ RESIDENTIAL DESIGN GUIDELINES (RDG) – a companion document to the Zoning Ordinance, which provides basic design concepts and elements of good design required for all new residential structures and additions. The RDG includes relevant examples of designs that generally conform to the standards for Single Family Design Review application approval.[65]

2.101 RESTAURANT - Any land, building or part thereof, other than a boarding house, where meals are provided for compensation, including, among others, such uses as cafe, cafeteria, coffee shop, lunch room, tea room, and dining room.

2.102 REST HOME - (See Residential Care Facility~~Nursing and Convalescent Home~~).

2.103 ROOF LEVEL - The elevation of the topmost point of the roof.

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[61] Added by Ord. 2017-1124, §21, 11/28/2017; amended by Ord. 2023-1171 §2, 5/9/2023
[62] Amended by Ord. 2014-1079, §4, 08/26/2014; renumbered by Ord. 2016-1100, §12, 2/23/2016
[63] Amended by Ord. 2014-1079, §5, 8/26/2014; renumbered by Ord. 2016-1100, §13, 2/23/2016
[64] Added by Ord. 2016-1100, §14, 2/23/2016
[65] Amended by Ord. 2014-1079, §6, 8/26/2014; renumbered and amended by Ord. 2016- 1100, §15, 2/23/2016

2.104 ROOMING HOUSE - A building with not more than five guest rooms where lodging is provided for compensation pursuant to previous arrangements, but not open to public or overnight guests. The term includes a lodging house.

2.104.1 SANITORIUM – A building and premises, other than a hospital, intended for the care and housing of more than five (5) sick, injured or infirm persons for compensation.[66]

2.104.2 SECOND STORY STEPBACK – An identified setback for second story exterior building walls as measured from the lower story exterior building walls.[67]

2.104.3 SECONDARY DWELLING UNIT - A secondary dwelling unit is an accessory dwelling unit as defined in Section 24.[68]

2.105 SETBACK AREA - The space on a lot required to be left open and unoccupied by buildings or structures, either by the front and side yard requirements of this Ordinance, or by delineation on a recorded subdivision map.

2.105.1 SHORT TERM RENTAL - A dwelling unit, or portion of a dwelling unit, rented to paying guests for short stays of 30 consecutive days or less.

~~2.105.1~~2.105.2 SIGNAL ACCESS, REASONABLE - Reasonable signal access means the maximum number and strength of signals available for a given antenna size, height, and location consistent and balanced with the goals of maintenance aesthetic quality and public safety.[69]

~~2.105.2~~2.105.3 SOCIAL SERVICE CENTER. Facilities providing a variety of supportive services for disabled and homeless individuals and other targeted groups on a less-than-24-hour basis. Examples of services provided are counseling, meal programs, personal storage lockers, showers, instructional programs, television rooms, and meeting spaces. This classification is distinguished from day care centers and emergency shelters providing 24-hour or overnight care.[70]

2.106 STABLE, PRIVATE - A detached accessory structure for the keeping of one or more horses or cows owned and used by the occupant of the premises and not for remuneration, hire or sale.

2.107 STABLE, RIDING - A structure used or designed for the boarding or care of riding horses.

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[66] Amended by Ord. 470, 6/14/71; renumbered by Ord. 2016-1100, §16, 2/23/2016
[67] Added by Ord. 2016-1100, §18, 2/23/2016
[68] Amended by Ord. 2016-1100, §17, 2/23/2016; Ord.2017-1118, §4, 5/23/2017
[69] Amended by Ord. 759, 01/13/87; renumbered by Ord. 2017-1124, §22, 11/28/2017
[70] Added by Ord. 2017-1124, §23, 11/28/2017

2.108 STORY - That portion of a building included between the surface of any floor or mezzanine and the surface of the floor above it, or if there is no floor above, then the space between the floor and the ceiling next above it. Any portion of a story exceeding 14 feet in height shall be considered as an additional story for each 14 feet or fraction thereof. If the finished floor level directly above a basement or cellar is more than six feet above grade, such basement or cellar shall be considered a story.

2.109 STREET - A right-of-way, which provides vehicular and pedestrian access to adjacent properties, the dedication of which has been officially accepted by the Council. The term "street" includes, also, the terms highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, and other such terms.

2.110 STREET, ARTERIAL - A street designated as an arterial street by the Council. It is the primary purpose of an arterial street to carry fast or heavy traffic.

2.111 STREET, COLLECTOR - A street designated as a collector street by the Council. A collector street has the primary purpose of carrying traffic from minor streets to other collector streets and arterial streets.

2.112 STREET, COMMERCIAL - A street designated as a commercial street by the Council. It is the primary purpose of a commercial street to provide for traffic movement in a commercial area.

2.113 STREET, FRONTAGE - A minor street, parallel to and adjacent to an arterial street, which has the primary purpose of providing access to abutting properties.

2.114 STREET, INDUSTRIAL - A street designated as an industrial street by the Council. It is the primary purpose of an industrial street to provide for traffic movement in an industrial area.

2.115 STREET LINE - A line separating an abutting lot or parcel from a street.

2.116 STREET, MINOR - Any street not otherwise designated in the Comprehensive General Plan, but not including alleys. It is the purpose of a minor street to provide access to abutting properties.

2.117 STREET, PARTIAL - A dedicated right-of-way which provides only a portion of the required street width.

2.118 STRUCTURAL ALTERATIONS - Any change, other than incidental repairs, which would prolong the life of the supporting members of a building or structure, such as bearing walls, columns, beams and girders.

2.119 STRUCTURE - Anything constructed or erected, except fences not exceeding four feet in height, which requires permanent location on the ground or is attached to something having location on the ground.

2.119.1 ~~2.119a~~ SUPPORTIVE HOUSING – "Supportive housing" is defined by California Health & Safety Code Section 50675.14 and means housing with no limit on length of stay, that is occupied by the target population, and that is linked to an onsite or offsite service that assists the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing is permitted as a residential use and is only subject to those restrictions that apply to other residential dwellings in the same zone. This paragraph is advisory only and not intended to deviate from state law as it may be amended from time to time.[71]

2.120 TAVERN OR LOUNGE - A building where alcoholic beverages are sold for consumption on the premises, not including restaurants where the principal business is serving food.

2.121 TRAILER - Any vehicle designed to be towed or transported by another vehicle. The term "trailer" includes a mobile home.

2.122 TRAILER PARK - A Mobile Home Park.

2.122.1 ~~2.122a~~ TRANSITIONAL HOUSING – "Transitional housing" is defined by California Health & Safety Code Section 50675.2 and means buildings configured as rental housing developments, but operated under program requirements that require the termination of assistance and recirculating of the assisted unit to another eligible program recipient at a predetermined future point in time that shall be no less than six (6) months from the beginning of assistance. Transitional housing is permitted as a residential use and is only subject to those restrictions that apply to other residential dwellings of the same type in the same zone. This paragraph is advisory only and not intended to deviate from state law as it may be amended from time to time.[72]

2.122.2 ~~2.122b~~ TRUCK STORAGE YARD OR TERMINAL - Any area, tract, plot or site of land whereupon two or more trucks or other pieces of heavy equipment are stored, parked or maintained, or, the origin or terminal point of two or more trucks or other pieces of

[71] Amended by Ord. 2014-1079, §7, 8/26/2014
[72] Amended by Ord. 2014-1079, §8, 8/26/2014

heavy equipment, usually where loading, storage or maintenance facilities are located.[73]

2.123 USE - The purpose for which land or a building thereon is designed, arranged or intended, or for which it is occupied or maintained, or leased.

2.123.1 UTILITIES, MINOR. Facilities necessary to support established uses involving only minor structures, such as electrical distribution lines, and underground water and sewer lines.[74]

2.123.2 VEHICULAR SERVICE SHOPS – Premises primarily engaged in the sales, service and major repair or exchange of vehicle parts and accessories conducted wholly within a building.[75]

2.123.3 VEHICLE WASHING. Washing, waxing, or cleaning of automobiles or similar light vehicles, including self-serve washing facilities that are the principal use of a building, structure, or site.[76]

2.124 YARD - An open space on the same lot with a principal building or group of buildings, which is unoccupied and unobstructed from its lowest level upward, except as otherwise permitted in this Ordinance, and which extends along a lot line and at right angles thereto to a depth or width specified in the yard regulations for the district in which the lot is located.

2.125 YARD, FRONT - The yard extending across the full width of the lot adjacent to the front street line.

2.126 YARD, REAR - The yard extending across the full width of the lot and lying between the rear line of the lot and the nearest line of the principal building.

2.127 YARD, SIDE - The yard lying between the nearest wall of the principal building and a side lot line, and extending from the front yard or the front lot line to the rear yard.

2.128 ZONING CERTIFICATE - The term "zoning certificate" as used herein shall mean a notation attached to a building permit, occupancy permit or business license, or issued

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[73] Amended by Ord. 2014-1079, §9, 8/26/2014
[74] Amended by Ord. 2017-1124, §24, 11/28/2017
[75] Amended by Ord. 470, 06/14/71, Ord. 781, 12/10/87; renumbered by Ord. 2017-1124, §25, 11/28/2017
[76] Amended by Ord. 2017-1124, §26, 11/28/2017

separately, by the City to certify that the building, structure use, or occupancy specified thereon is in conformity with all the provisions of this Ordinance.

2.129 ZONING MAPS - The map or maps incorporated into this Ordinance designating Zoning Districts.

Section 4 RESIDENTIAL

4.1 RESIDENTIAL DISTRICTS ESTABLISHED - Certain classes of districts, designated by the symbol "R" followed by a numeral, or a numeral and letter, and referred to collectively herein as Residential Districts or R Districts, are established to provide space in suitable locations for the various types of residential accommodations needed in the City, and to provide a means of regulating the density and distribution of the population in conformance with the purposes of the Comprehensive General Plan and this Ordinance.

4.2 REGULATIONS FOR SINGLE FAMILY RESIDENTIAL DISTRICT - R-1E, R-1H, R-1A, R-1B AND R-1C - The regulations in this Section shall apply to all land in the R-1E, R-1H, R-1A, R-1B, and R-1C Districts referred to collectively hereinafter as the R-1 Districts, and shall be subject to all the general provisions and regulations of this Ordinance.[1]~~.~~

4.2.1 PERMITTED USES

(a) Single family~~One-family~~ residences in which not more than two paying guests may be lodged and/or furnished meals.

(b) Accessory dwelling units in compliance with development standards outlined in Section 24, Accessory Dwelling Unit.[2]~~.~~

(c) Crop and tree farms and gardens.

(d) Accessory buildings, structures, and uses located on ~~the same~~ sites zoned for ~~as a~~ single~~one-~~ family residences ~~for which the use is~~and clearly related to the on-site single family residence~~dwelling~~. See Section 9.5.4 for general regulations applicable to accessory buildings~~Accessory buildings are regulated in Section 9.5.4~~. Permitted accessory ~~structure~~buildings, structures, and uses include~~, including~~ the following, but are not limited to: \

~~Accessor~~Accessory Buildings

(1) Garages and carports. (See Section 9.5.4(a).)

~~(2) Garden structures.~~

~~(3)~~(2)Greenhouses.

~~(4)~~(3)Storage buildings.

~~(5)~~(4)Recreation rooms.

[1] Amended by Ord. 646, 2/26/79
[2] Amended by Ord. 999, 5/27/04; Ord. 2017-1118, §5, 5/23/2017

~~(6)~~(5) Hobby shops provided that no noisy or otherwise objectionable machinery or equipment is used and provided that no sales are made therefrom.

Accessory Structures

(6) Private swimming pools and/or spas.~~.~~

(7) Garden structures (such as pergola, trellis, etc that do require a building permit).

~~(7)~~(8) Playhouse / play structure

(e) Home occupations as defined in Section 2.68.

(f) Residential care facilities that serve seven or more persons.

(g) Residential care facilities, small that serve six or fewer persons.

~~(f)~~(h) Temporary subdivision sales offices in accordance with the provisions of Section 9.5.2 of this Ordinance.

~~(g)~~(i) Temporary buildings or trailers used during construction on the site, for a period not to exceed the duration of such construction.

(j) Transitional and supportive housing located in single-family residences.

~~(h)~~(k) Signs as regulated in Section 4.2.8 herein.

~~(i)~~(l) Television antennas provided that all such antennas shall be attached to the residence structure.

4.2.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit:[3]~~:~~

(a) Public parks and playgrounds and other public recreation facilities.

(b) Golf course, public or private.

(c) Public, parochial and private elementary schools and high schools.

(d) Kindergartens, nursery schools and day-care centers.

(e) Private, non-profit schools and colleges not including business, professional or trade schools and colleges.

(f) Churches, parish houses, monasteries, convents and other religious institutions.

(g) Mobile home park.

~~(g)~~(h) Public and private philanthropic institutions.

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[3] Amended by Ord. 716, 12/13/83; Ord. 999, 5/27/04; Ord. 2014-1079, §11, 8/26/2014; Ord. 2017-1118 §6, 5/9/2017; Ord. 20181131, §5, 4/24/2018

~~(h) Residential Care Facilities serving more than six persons.~~

(i) Public and private, non-profit libraries, art galleries and museums.

(j) Public buildings and grounds when found by the Commission to be necessary for the public health, safety or welfare.

(k) Public utility and public service structures or installations when found by the Commission to be necessary for the public health, safety or welfare.

(l) Incidental and accessory structures and uses located on the same site with and necessary to the operation of a Conditional Use.

(m) Television antennas of a height greater than 15 feet.

(n) Radio transmittal antennas, but excluding commercial broadcasting facilities.

4.2.3 SITE AREA, DIMENSION AND DENSITY LIMITATIONS.

(a) SITE AREA. The minimum site area shall be as follows: R-1E - one acre; R-1H - 20,000 square feet; R-1A - 9,600 square feet; R-1B - 6,000 square feet; R-1C - 5,000 square feet; provided, however, that each R-1A, R-1B, and R-1C district lot proposed for new land division shall comply with the maximum allowed residential dwelling unit density and minimum lot sizes computed in accordance with the applicable provisions of the Slope/Density Tables in this Section. The maximum allowable densities and the minimum allowable lot sizes shall be based upon net land area (after subtracting public street rights of way and vehicular access easements). Lot slope shall be calculated using the formula from the definitions section of Ordinance 360 and lot slopes ending in ½% or more shall be rounded to the next highest whole number.~~-~~ Each lot created by subdivision, or any remainder parcel associated with a subdivision, shall individually meet the minimum lot size standard based upon that lot's particular slope.~~-~~ The allowable density indicated, however, does not preclude the hearing body from determining that a lower density, or larger lots, from that indicated is required to meet the purpose of this ordinance and the goals and policies of the General Plan.[4]~~.~~

TABLE 1 – SLOPE/DENSITY
R-1A DENSITY AND MINIMUM LOT SIZE STANDARDS – NEW SUBDIVISIONS

AVERAGE LOT SLOPE	DWELLINGS PER NEW ACRE	MINIMUM LOT SIZE
0-10%	4.356	10000
11%	4.250	10250
12%	4.149	10500
13%	4.052	10750
14%	3.960	11000

[4] Amended by Ord. 646, 2/26/79; Ord. 1019, 9/26/06

15%	3.788	11500
16%	3.630	12000
17%	3.485	12500
18%	3.351	13000
19%	3.227	13500
20%	3.111	14000
21%	2.904	15000
22%	2.723	16000
23%	2.562	17000
24%	2.420	18000
25%	2.293	19000
26%	2.074	21000
27%	1.894	23000
28%	1.742	25000
29%	1.584	27500
30%	1.452	30000
31%	1.320	33000
32%	1.210	36000
33%	1.117	39000
34%	1.037	42000
35% AND ABOVE	0.968	45000

TABLE 2 – SLOPE/DENSITY
R-1B DENSITY AND MINIMUM LOT SIZE STANDARDS – NEW SUBDIVISIONS

AVERAGE LOT SLOPE	DWELLINGS PER NEW ACRE	MINIMUM LOT SIZE
0-10%	5.808	7500
11%	5.296	8225
12%	5.155	8450
13%	5.021	8675
14%	4.894	8900
15%	4.585	9500
16%	4.356	10000
17%	4.149	10500
18%	3.960	11000
19%	3.788	11500
20%	3.630	12000
21%	3.351	13000

22%	3.111	14000
23%	2.904	15000
24%	2.723	16000
25%	2.489	17500
26%	2.178	20000
27%	1.936	22500
28%	1.778	24500
29%	1.584	27500
30%	1.452	30000
31%	1.320	33000
32%	1.210	36000
33%	1.117	39000
34%	1.037	42000
35% AND ABOVE	0.968	45000

TABLE 3 – SLOPE/DENSITY
R-1C DENSITY AND MINIMUM LOT SIZE STANDARDS – NEW SUBDIVISIONS

AVERAGE LOT SLOPE	DWELLINGS PER NEW ACRE	MINIMUM LOT SIZE
0-10%	7.260	6000
11%	7.026	6200
12%	6.806	6400
13%	6.600	6600
14%	6.406	6800
15%	5.808	7500
16%	5.445	8000
17%	5.125	8500
18%	4.840	9000
19%	4.585	9500
20%	4.356	10000
21%	3.960	11000
22%	3.630	12000
23%	3.351	13000
24%	3.111	14000
25%	2.723	16000
26%	2.293	19000
27%	1.980	22000
28%	1.815	24000

29%	1.584	27500
30%	1.452	30000
31%	1.320	33000
32%	1.210	36000
33%	1.117	39000
34%	1.037	42000
35% AND ABOVE	0.968	45000

(b) SITE WIDTH.- The average width of a lot shall be as follows: R-1E - 150 feet; R-1H - 100 feet; R-1A - 70 feet; R-1B - 60 feet; R-1C - 50 Feet.

(c) SITE FRONTAGE.- All R-1A, R-1B, and R-1C district lots created by new land division shall maintain a minimum street frontage of not less than 50 feet. R-1A, R-1B, and R-1C district cul-de-sac lots created by new land division shall comply with minimum street frontage standards established in the City's Subdivision Ordinance (Ordinance 530)[5]

(d) ALLOWABLE GROSS FLOOR AREA. Except as provided in Section 24, the maximum allowable Gross Floor Area (GFA) without approval of a floor area exception is the lesser of the permissible GFA in Table 4 – Slope/Intensity and Table 5 – Lot Size/Intensity.[6]

(1) The permissible Gross Floor Area in R-1 Districts based on slope is the greater of 1,200 sq. ft. or the product of multiplying net lot area by the Floor Area Ratio corresponding to the slope of the lot as shown in Table 4 – Slope/Intensity:

TABLE 4 –SLOPE/ INTENSITY

% SLOPE	FAR	% SLOPE	FAR	% SLOPE	FAR
0	0.533	16	0.506	31	0.385
1	0.533	17	0.499	32	0.374
2	0.533	18	0.493	33	0.364
3	0.533	19	0.486	34	0.354
4	0.533	20	0.480	35	0.344
5	0.533	21	0.471	36	0.334
6	0.533	22	0.463	37	0.324
7	0.533	23	0.454	38	0.314

[5] Amended by Ord. 1019, 9/29/06
[6] Amended by Ord. 820, 10/26/89; Ord. 2016-1113, §1, 12/13/2016; Ord. 2017-1118, §7, 5/23/2017

8	0.533	24	0.446	39	0.303
9	0.533	25	0.437	40	0.293
10	0.533	26	0.429	41	0.288
11	0.529	27	0.420	42	0.283
12	0.525	28	0.412	43	0.277
13	0.521	29	0.403	44	0.272
14	0.516	30	0.395	45 & UP	0.267
15	0.512				

(2) The permissible Gross Floor Area in R-1 Districts based on lot size is as shown in Table 5 – Lot Size/Intensity:

TABLE 5 – LOT SIZE/INTENSITY

R1-DISTRICT	Lot Size	Maximum Allowable GFA
R-1A R-1B R-1C	≤ 10,000 sf	3,500 sf
	> 10,000 sf	3,500 sf plus 0.15 sf per lot sf over 10,000 sf up to 4,500 sf total GFA; must also comply with 4.2.3(g)
R-1E R-1H	All lots	4,500 sf

(e) HEIGHT (Single-Family Districts) - The maximum height of a primary structure is 28 feet. Except as provided in Section 24, the maximum height of an accessory building or accessory structure is 15 feet[7].

(f) NUMBER - Not more than one building designed or used as a single family dwelling, and not more than one accessory dwelling unit, as defined herein, shall occupy a lot[8].

(g) New construction resulting in a GFA greater than 3,500 sq. ft. on a lot in the R-1A, R-1B and R-1C Districts must comply with the setback standards in this subsection.

(1) Notwithstanding section 9.6.3(b), the new construction may not extend building walls along a legal non-conforming side yard setback line.

(2) Except for underfloor additions within the footprint of the existing building, new construction must comply with the setbacks in Table 6 – Setbacks For Larger Residence.

TA~~BLE 6 - SETBACKS FOR LARGER RESIDENCES~~

[7] Amended by Ord. 2017-1118, §7, 5/23/2017.
[8] Amended by Ord. 2017-1118, §7, 5/23/2017.

4.2.4 FRONT YARD - Except as provided in Section 9.7.4, the minimum depth of the front yard is as follows: R-1E and R-1H Districts shall be 25 feet; Lots in the R-1A, R-1B and R-1C Districts with frontage on a 50-foot wide public right-of-way shall be 15 feet; lots in the R-1A, R-1B, and R-1C Districts with frontage on a 40-foot wide public right-of-way shall be 20 feet; however, no building occupying property fronting on a private road or easement shall be less than 25 feet from the closest line of such private road or easement. For garages with entrances that are perpendicular to the street, the minimum on-site driveway length from property line to the face of the garage shall be 18 feet. The 18 feet shall be provided entirely within the subject property, except as provided by Section 8.2.4~~6~~.[9]

4.2.5 SIDE YARD[10]

(a) For a single~~one~~ family dwelling, the minimum width of the side yard on interior lot lines shall be 15 feet in the R-1E Districts; in the R-1A, R-1B, R-1C and R-1H Districts side yard setbacks shall be ten (10) percent of the lot width with a minimum setback of six (6) feet and a maximum setback of nine (9) feet.

(b) On the side lot line having frontage on a street of a corner lot in any R-1E Districts, the minimum width shall be 25 feet and in any R-1A, R-1B and R-1C Districts the minimum width shall be 15 feet and for a principal building other than a single~~one~~ family dwelling, the minimum width of such side yard shall be not less than one-half the height of the building, but in no case less than 15 feet.

(c) Except as provided in Section 24, no accessory building or accessory structure on a reversed corner lot shall project beyond the inner line of the front yard required on the adjacent lot to the rear, nor be located less than five feet from the side lot line of such adjacent lot.

(d) Except as provided in Section 24, a detached accessory building or accessory structure on an interior lot must be located at least five feet from the side lot line.

(e) Except as provided in Section 24, a detached accessory building or accessory structure on a corner lot must be located at least fifteen feet from side lot line having frontage on a street, and five feet from the interior side lot line.

4.2.6 REAR YARD - The minimum depth of any rear yard is 30 feet in the R-1E and R-1H Districts, 20 feet in the R-1A Districts, and 15 feet in the R-1B and the R-1C Districts; Accessory buildings and accessory structures (i.e. garages, ~~accessory dwelling units~~ and

[9] Amended by Ord. 2016-1100, §19 2/23/2016
[10] Amended by Ord. 2017-1118, §8, 5/23/2017

storage sheds) may be built to within five feet of any rear lot line in all Single Family Residential (R-1) Districts.[11]

TABLE 6 - SETBACKS FOR LARGER RESIDENCES[12]

Setback (feet)	R-1 District	
	R-1A	R-1B, R-1C
Front	20[1], 25[2]	20[1], 25[2]
Rear	25	20
Side	15% lot width or 10 ft. whichever is greater	15% lot width or 10 ft. whichever is greater
Street Side	20	20

4.2.7 OFF-STREET AUTOMOBILE PARKING - Off-street automobile parking space must be provided in accordance with the provisions of Section 8 and 24, as applicable.[13]

4.2.8 SIGNS - Signs are permitted as regulated in the Sign Ordinance of the City.

4.2.9 FENCES, WALLS, LATTICE SCREEENS AND HEDGES - Fences, walls, lattice screens and hedges must comply with Section 9.7.1(f).[14]

4.2.10 DESIGN REVIEW[15] - All new construction and exterior modifications are subject to design review under Section 13A.

4.2.11 EXCEPTIONS TO SINGLE FAMILY FLOOR AREA STANDARDS[16, 17]

(a) PURPOSE. Exceptions to single family floor area standards may be granted when lot size and site conditions can appropriately support larger homes, or to assist in providing required off-street garage parking.

(b) PLANNING COMMISSION REVIEW.

(1) Public Hearing. Applications for exceptions to floor area standards, except administrative exceptions, shall be considered by the Planning Commission

[11] Amended by Ord. 2017-1118, §9, 5/23/2017
[12] Amended by Ord. 2016-1113, §1, 12/13/2016
[13] Amended by Ord. 2017-1118, §10, 5/23/2017
[14] Amended by Ord. 2016-1100, §20, 2/23/2016
[15] Amended by Ord. 2020-1148, §8, 6/23/2020
[16] Amended by Ord. 2016-1113, §2, 12/13/2016; Ord. 2018-1131, §6, 4/24/2018
[17] Amended by Ord. 2020-1148, §7, 6/23/2020

after holding a public hearing noticed in the manner set forth in Section 10.1.3.

(2) Findings. When approving, conditionally approving, or denying any application for an exception, the Commission shall consider the findings set forth below. The Commission shall deny an application not meeting all of these findings:

(A) The granting of the exception will achieve one or more of the following:

(i) Greater floor area equity among property owners with different sized lots and within the same zoning district and neighborhood without the resulting Floor Area Ratio (FAR) exceeding the average FAR for properties within the same zoning district and within 300 feet from the exterior boundaries of the project site.

(ii) Enable interior additions located within the confines of the existing exterior walls;

(iii) Assist in providing required off-street garage parking (for existing residences that currently have substandard parking).

(B) The granting of the exception will not result in a substantial adverse impact to the views or privacy of adjacent property owners.

(C) The granting of the exception will not result in significant bulk for a new building or a significant increase in building bulk for an existing building.

(3) Criteria For Substantial Adverse Impact to Views or Privacy. The following criteria shall be used by the reviewing authority to determine whether a Floor Area Exception will have a substantial adverse impact on views or privacy:

(A) Private views. A private view is an unobstructed view from a bedroom, common area, or amenity area (deck, patio, etc.) to a prominent natural feature or landmark (i.e., the San Francisco Bay or undeveloped ridgelines). A substantial adverse impact may be determined based on:

(iv) Where the view originates (which room or amenity area);

(v) The relative value of other views that occur on site;

(vi) The quality of the natural feature or landmark in the view;

(vii) How much of the view is obstructed.

(B) Privacy. A substantial adverse privacy impact may be determined based on:

(viii) Setbacks/Additional Setbacks;

(ix) Topography;

(x) Window design;

(xi) Window to window alignment;

(xii) Vegetation;

(xiii) Location of decks, balconies, pools, and other amenity areas;

(xiv) Buffer strips and fencing;

(xv) Location of parking and access ways;

(xvi) Location of entries and paths of travel;

(xvii) Lighting.

(4) Standard for Review of Building/Addition Location. As much as practical, the resulting new construction would be located to avoid or reduce bulk, privacy and private view impacts to adjacent properties.

(c) ADMINISTRATIVE EXCEPTIONS. The Zoning Administrator may administratively approve exceptions to floor area standards for single family homes in Table 4 – Slope\Intensity on lots 5,000 square feet or greater for the following types of projects after making the findings listed under Section 4.2.11~~0~~(b)(2)(A) – (C).

(1) Garage additions. Garage additions that meet all of the following:

(A) The addition is 450 sq. ft. or less.

(B) There is no garage or a less than conforming two-car garage on site.

(C) The resulting home would not be larger than the maximum permitted home size allowed within the applicable R-1 zoning district under Table 5 – Lot Size/Intensity.

(2) Interior Additions. Interior additions that meet all of the following:

(A) The home was built before the effective date of the ordinance adopting this subsection.

(B) All added floor area will be located entirely within the confines of the exterior walls of the main structure, and will not result in the moving, extending, or addition of any exterior walls.

(C) The resulting home would not be larger than the maximum permitted home size allowed within the applicable R-1 zoning under Table 5 – Lot Size/Intensity.

(D) No floor area exception for the dwelling for an interior addition has previously been approved and built on the subject property.

4.2.12 NEW CONSTRUCTION[18] - New homes and additions must comply with the Residential Design Criteria if the new construction:[19]

(a) ground floor plate height exceeds 12 feet or roof height exceeds 18 feet (as measured from finished grade), or.

(b) creates or expands an upper floor.

4.3 REGULATIONS FOR DUPLEX RESIDENTIAL DISTRICTS - R-2 - The regulations in this Section shall apply to all land in the R-2 Districts and shall be subject to all the general provisions and regulations of this Ordinance.

4.3.1 PERMITTED USES[20]

(a) Single family residences meeting R-1B development standards, in which not more than two paying guests may be lodged and/or furnished meals.

(b) Accessory dwelling units in compliance with Section 24.[21]

(c) Two family dwellings or duplex structures.

(d) Accessory buildings, structures and uses located on sites zoned for ~~the same site as a~~ single family or duplex dwellings and for which the use is clearly related to the on-site~~a~~ single family or duplex dwelling, including, but not limited to, the following:

(1) Garages and carports.

(2) Garden structures.

(3) Greenhouses.

(4) Storage buildings.

(5) Recreation rooms.

(6) Hobby shops provided that no noisy or otherwise objectionable machinery or equipment is used and provided that no sales are made therefrom.

(7) Private swimming pools.

(e) Home occupations as defined in Section 2.68.

(f) Residential care facilities that serve seven or more persons.~~.~~

(g) Residential care facilities, small that serve six or fewer persons.~~.~~

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[18] Amended by Ord. 2020-1148, §6, 6/23/2020
[19] Added by Ord. 2017-1100, §21, 2/23/2016
[20] Amended by Ord. 2020-1148, §9, 6/23/2020
[21] Amended by Ord. 2017-1118, §11, 5/23/2017

~~(f)~~(h) Temporary subdivision sales offices in accordance with the provisions of Section 9 of this Ordinance.

(i) Temporary buildings or trailers used during construction on the site, for a period not to exceed the duration of such construction.

~~(g)~~(j) Transitional and supportive housing located in single-family or two-family residences.

~~(h)~~(k) Signs as regulated in Section 4.2.8 herein.

4.3.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit:[22]

(a) Those uses permitted in any R-1 District with a Conditional Use Permit and as regulated therein.

4.3.3 SITE AREA, DIMENSION AND DENSITY LIMITATIONS

(a) SITE AREA - The minimum site area shall be 6000 square feet.

(b) SITE WIDTH - The minimum average width of a lot shall be 60 feet.

(c) SITE FRONTAGE - All lots shall maintain a minimum street frontage of not less than 30 feet.

(d) FLOOR AREA RATIO - The floor area ratios of buildings and structures shall not exceed 0.6.

(e) HEIGHT - Single-Family Districts) - The height of the principal building may not exceed two stories or 35 feet. Except as provided in Section 24, the height of other structures may not exceed 15 feet.[23]

(f) NUMBER - Not more than one building designed or used as a two family dwelling (duplex), or a single family dwelling and an accessory dwelling unit, as defined herein, shall occupy a lot.[24]

4.3.4 YARD REQUIREMENTS - Except as provided in Section 24, the yard requirements set forth in Sections 4.2.4, 4.2.5 and 4.2.6 for R-1C district apply to R-2 districts.[25]

4.3.5 OFF-STREET AUTOMOBILE PARKING - Off-street automobile parking space shall be provided in accordance with the provisions of Section 8 and 24, as applicable.[26]

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[22] Amended by Ord. 2018-1131, §7, 4/24/2018
[23] Amended by Ord.1118, 5/23/17
[24] Added by Ord. 831, 10/11/90; Amended by Ord. 999, 5/27/04; Ord. 2017-1118, §12, 5/23/2017
[25] Added by Ord. 831, 10/11/90; Amended by Ord. 999, 5/27/04; Ord. 2017-1118, §13, 5/23/2017
[26] Added by Ord. 831, 10/11/90; Amended by Ord. 999, 5/27/04; Ord. 2017-1118, §14, 5/23/2017

4.3.6 SIGNS - The regulations set forth in Section 4.2.8 herein for R-1 Districts shall apply in R-2 Districts.

4.3.7 FENCES, WALLS AND HEDGES - The regulations set forth in Section 4.2.9 herein for R-1 Districts shall apply in R-2 Districts.

4.3.8 DESIGN REVIEW~~27~~[27] - All new construction and exterior modifications are subject to design review under Section 13A.

4.4 REGULATIONS FOR MULTI-FAMILY RESIDENTIAL DISTRICTS - R-3, (GARDEN APARTMENTS) - The regulations in this Section shall apply to all land in the R-3 Districts and shall be subject to all the general provisions and regulations of this Ordinance.

4.4.1 PERMITTED USES[28]

(a) Any use permitted in the R-2 Residential Districts. New dwelling unit construction on vacant R-3 project sites must contain the minimum density permitted in the district, inclusive of Accessory Dwelling Units that can be constructed without approval of a Variance to a development standard.

(b) Multi-family dwellings.

(c) Permanent supportive housing.

(d) Transitional and supportive housing.

~~(b)~~(e) Farmworker housing.

~~(c)~~(f) Single-family row dwellings.

~~(d)~~(g) Accessory uses which are necessary to multi-family dwellings and single-family row dwellings.

~~(e)~~(h) Accessory Dwelling Units

4.4.2 CONDITIONAL USES[29] - The following uses shall be permitted only when authorized by a Conditional Use Permit:

(a) Those uses permitted in any R-1 or R-2 Districts with a Conditional Use Permit and as regulated therein.

(b) Homes for the ambulatory aged and retirement homes.

(c) Hospital or sanitarium.

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[27] Added by Ord. 2020-1148, §10, 6/23/2020

[28] Amended by Ord. 2020-1148, §11, 6/23/2020

[29] Amended by Ord. 2018-1131, §8, 4/24/2018; Added by Ord. 831, 10/11/90; amended by Ord. 999, 5/27/04; Amended by Ord. 2020-1148, §12, 6/23/2020

4.4.3 SITE AREA, DIMENSION AND DENSITY LIMITATIONS[30]

(a) LOT AREA - Every building hereafter erected or structurally altered as a multiple-family dwelling, apartment or row dwelling structure containing more than two dwelling units in the R-3 Districts shall provide a lot area per dwelling unit of not less than 1,950 square feet plus 250 square feet for each bedroom in such unit, and no such use shall be established on a site less than 6,000 square feet in area, provided however that:

(1) Where a building site is of such size as to provide an excess area over and above the minimum required area of 1,950 square feet per dwelling unit, one additional dwelling unit, not including a bedroom, may be constructed or structurally altered, provided the excess lot area is 1,000 square feet or more.

~~(2) On sites designated R-3 within the Downtown Specific Plan Area as identified in the Downtown Plan Zoning Policy Map Figure 7.1 (pg. 7.13) and Land Use Policy Map Figure 5.1 (pg. 5.6), the minimum lot size shall be 7,200 square feet. Minimum lot frontage shall be 72 feet and minimum average lot width shall be 60 feet.~~

(b) LOT AREA - CONDITIONAL USE - The minimum area and dimension of site for Conditional Uses which constitute the principal use of the property shall be prescribed by the Commission at the time a Conditional Use is authorized, but in no case shall any such site be less than 10,000 square feet in area, or less than 75 feet in average width.

(c) FLOOR AREA RATIO - The floor area ratio of buildings and structures on a building site in this District shall not exceed 0.85.

(d) HEIGHT LIMITATION - No multi-family structure in any R-3 District shall have a height in excess of two stories designed for living purposes or 35 feet, provided that in the case of structures having frontage on the down slope side of a street the maximum height and number of stories may be measured from top of curb at mid-point of frontage of said lot.

(e) ~~DOWNTOWN SPECIFIC PLAN SITE DEVELOPMENT STANDARDS - Maximum height for multi-family structures within the Downtown Specific Plan Area as identified in the Downtown Plan Zoning Policy Map Figure 7.1 and the Land Use Policy Map Figure 5.1, shall be 40 feet. Building and site design and development shall be subject to the provisions of Section 5.3.14, 5.3.15, 5.3.16, and 5.3.17 of this~~

[30] Amended by Ord. 502, 2/22/73; Amended by Ord. 850, 10/24/91; Amended by Ord. 2020-1148, §13, 6/23/2020

~~Ordinance together with all the general provisions of this Ordinance unless otherwise noted and in the event of conflict these regulations shall prevail.~~[31]

4.4.4 YARD AREAS - No building shall be erected or enlarged unless the following yards are provided and maintained in connection with such building, structure or enlargement, except as provided for in Section 24.[32]

(a) FRONT YARD - The minimum depth of front yard shall be 15 feet provided, however, that a greater depth may be required as prescribed in Section 9.7.4.

(b) SIDE YARD

(1) For one and two story multiple-family dwellings there shall be provided and maintained a side yard of not less than six feet on each side of the principal building. For multiple-family dwelling structures of more than two stories in height, the side yard adjacent thereto shall be increased two feet in width for each additional story or fraction thereof above two stories, but in no case shall a side yard of more than 25 feet be required.

(2) For one and two story multiple-family dwellings on corner lots, there shall be maintained a minimum side yard of not less than 15 feet on the side adjacent to the street which intersects that street upon which the building maintains frontage, and in the case of a reversed corner lot, there shall be maintained a setback from the side street of not less than 50% of the front yard required on the lots in the rear of such corner lots but such setback need not exceed 10 feet. No accessory building on said reversed corner lot shall project beyond the front yard required on the adjacent lot to the rear, nor be located nearer than six feet to the side lot line of said adjacent lots. For multiple-family dwelling structures of more than two stories in height, the minimum required side yards shall be increased two feet in width for each additional story or fraction thereof, but in no case shall a side yard of more than 25 feet be required.

(3) On a site improved with a non-residential building, exclusive of residential accessory buildings, there shall be a side yard of not less than 10 feet on each side of the principal structure. Additional side yard area may be required as a part of the conditions of a Conditional Use Permit.

(c) (c) REAR YARD - The minimum rear yard shall be not less than 15 feet, for habitable portions of a principal building, and not less than 10 feet for all non-habitable structures or portions of the principal building. For buildings more than

[31] Amended by Ord. 481, 5/8/72

[32] Amended by Ord. 2017-1118, §15, 5/23/2017; Amended by Ord. 481, 5/8/72; Amended by Ord. 2020-1148, §14, 6/23/2020

three stories in height the minimum rear yard shall be increase two feet for each additional story or fraction thereof, but in no case shall a rear yard of more than 25 feet be required. All required rear yards shall be unobstructed from ground level to the sky, except as otherwise provided in this Section.

4.4.5 OPEN SPACE REQUIREMENTS

(a) Not less than 300 square feet of open lot area, exclusive of any required vehicular driveways, shall be provided for each dwelling unit on the ground floor and at least 150 square feet of open lot area, exclusive of any required vehicular driveways, shall be provided for each dwelling unit above the first floor.

(b) The required open lot area for each ground floor dwelling unit shall be contiguous thereto, and shall have an average width of not less than 10 feet and an average length of not less than 20 feet. Such open lot area may include the required minimum yard areas set forth in this Section. Open roof decks, balconies, lanais or other open structural areas made a part of the building and improved for outdoor living, may be used to satisfy the open lot area requirements for each dwelling unit above the first floor, provided such open roof decks, balconies, lanais or other open structural areas contain a usable floor area of not less than 150 square feet for each dwelling unit.

(c) The proposed improvement of all required open lot area (garden patios) or roof decks, balconies, lanais or other structural areas intended for outdoor living shall be shown on plans submitted with applications for building permits, and upon the approval of such plans shall be considered a required part of the site and structure improvements.

4.4.6 DESIGN REVIEW.[33] All new construction and exterior modifications are subject to design review under Section 13.

4.4.7 OFF-STREET PARKING - Off-street automobile parking space shall be provided in accordance with the provisions of Section 8 and 24, as applicable.[34]

4.5 REGULATIONS FOR MEDIUM DENSITY MULTI-FAMILY RESIDENTIAL DISTRICTS - R-4 - The regulations in this Section shall apply to all land in the R-4 Districts and shall be subject to all the general provisions and regulations of this Ordinance.

4.5.1 PERMITED USES[35]

(a) Any use permitted in any R-3 Residential Districts, provided however that new construction on vacant R-4 project sites must contain the minimum density

[33] Amended by Ord. 2020-1148, §15, 6/23/2020
[34] Amended by Ord. 2017-1118, §16, 5/23/2017
[35] Amended by Ord. 2020-1148, §16, 6/23/2020

permitted in the district, inclusive of Accessory Dwelling Units that can be constructed without approval of a Variance to a development standard.

(b) Accessory uses which are necessary to the above mentioned uses.

4.5.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit:[36]

(a) Any Conditional Use permitted in the R-3 Multi-Family Residential Districts.

~~(b) Residential Care Facilities serving more than six persons.~~[37]

~~(c)~~(b) Lodging, boarding or rooming houses as defined in this Ordinance.

~~(d)~~(c) Private clubs or lodges, except those the chief activity of which is a service normally carried on as a business. The serving of food and meals may be permitted provided that adequate dining room space and kitchen facilities are available. The sale of alcoholic beverages to members and their guests may be allowed in conjunction with the operation of a dining room, or they may be served in a separate room or rooms.

~~(e)~~(d) Fraternity and sorority houses.

~~(f)~~(e) Hospitals and sanitariums, but not including animal hospitals.

4.5.3 SITE AREA, DIMENSION AND DENSITY LIMITATIONS[38]

(a) LOT AREA - The minimum lot area for multi-family dwellings is the greater of:

(1) 6,000 square feet, or

(2) 750 square feet for the first dwelling unit plus for each unit thereafter 1,450 square feet per unit and 125 square feet per bedroom.

(b) LOT AREA - CONDITIONAL USE - Minimum lot sizes for Conditional Uses shall be the same as prescribed in the R-3 District, Multiple-Family Dwelling.

(c) FLOOR AREA RATIO - The floor area ratio of buildings and structures on a building site in this District shall not exceed 1.4.

(d) HEIGHT LIMITATION - No multi-family structure in any R-4 District shall have a height in excess of 50 feet, provided that in the case of structures having frontage on the down slope side of a street the maximum height may be measured from top of curb at midpoint of frontage of said lot.

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[36] Amended by Ord. 2018-1131, §9, 4/24/2018

[37] Amended by Ord. 2014-1118, §12, 5/23/2014

[38] Amended by Ord. 502, 2/22/73; Added by Ord. 850, 10/24/91; Amended by Ord. 2020-1148, §17, 6/23/2020

Non-habitable building features such as chimneys (up to six feet in width), cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures, covering no more than 20% of the top floor roof area to which they are accessory, may exceed maximum permitted height standards by eight feet.

4.5.4 YARD AREAS - The regulations set forth for R-3 Districts in Section 4.4.4 shall apply to all R-4 Multi-Family Residential Districts.

4.5.5 OPEN SPACE REQUIREMENTS - The regulations set forth in the R-3 Districts in Section 4.4.5 shall apply to all R-4 Multi-Family Residential Districts.[39]

4.5.6 DESIGN REVIEW All new construction and exterior modifications are subject to design review under Section 13.[40]

4.5.7 OFF-STREET PARKING - Off-street automobile parking space shall be provided in accordance with the provisions of Section 8 and 24, as applicable.[41]

4.6 REGULATIONS FOR HIGH DENSITY MULTI-FAMILY RESIDENTIAL DISTRICTS - R-5 - The regulations in this Section shall apply to all land in the R-5 Districts and shall be subject to all the general provisions and regulations of this Ordinance.

4.6.1 PERMITTED USES - Any use permitted in any R-1, R-2, R-3 or R-4 Districts.

4.6.2 CONDITIONAL USES - The following uses shall be permitted only when authorized by a Conditional Use Permit:[42]

(a) Any use permitted as a Conditional Use in the R-4 Multi-Family Residential Districts.

(b) Apartment Hotels.

(c) Private clubs, lodges and fraternal organizations, including the serving of food and beverages to members and their guests, and including such other facilities customarily provided for the comfort and convenience of the membership.

(d) Multi-family structures having a height in excess of 50 feet.

4.6.3 SITE AREA, DIMENSION AND DENSITY LIMITATIONS[43]

(a) LOT AREA – The minimum lot area for a multiple-family dwelling is the greater of:

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[39] Amended by Ord. 850, 10/24/91
[40] Amended by Ord. 2020-1148, §18, 6/23/2020
[41] Amended by Ord. 2017-1118, §17, 5/23/2017
[42] Amended by Ord. 2018-1131, §10, 4/24/2018
[43] Amended by Ord. 502, 2/22/73; Amended by Ord. 850, 10/24/91; Added by Ord. 850, 10/24/91; Amended by Ord. 2020-1148, §19, 6/23/2020

(1) 7,200 square feet in area, or

(2) 1000 square feet per unit plus 100 square feet for each bedroom in such unit.

(b) LOT AREA - CONDITIONAL USE - Minimum building site sizes for Conditional Uses shall be prescribed by the Commission at the time a Conditional Use is authorized, but in no case shall any such site be less than 7,200 square feet in area, or less than 60 feet in average width.

(c) FLOOR AREA RATIO - The floor area ratios of buildings and structures in this District shall not exceed 3.5.

(d) HEIGHT LIMITATION - No multi-family structure in any R-5 District shall have a height in excess of 50 feet, provided that in the case of structures having frontage on the down slope side of a street the maximum height may be measured from top of curb at midpoint of frontage of said lot subject to the provisions of Section 4.6.2 (d).

Non-habitable building features such as chimneys (up to six feet in width), cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures, covering no more than 20% of the top floor roof area to which they are accessory, may exceed maximum permitted height standards by eight feet.

4.6.4 YARD AREAS

(a) FRONT YARD - The same regulations shall apply as required in the R-3 District, Multi- Family Dwelling.

(b) SIDE YARD

(1) For one and two story multi-family dwellings, there shall be provided and maintained a side yard of not less than six feet on each side of the principal building. For multi-family dwelling structures of more than two stories in height, the side yard adjacent thereto shall be increased one foot in width for each additional story or fraction thereof, but in no case shall a side yard of more than 20 feet be required.

(2) For one and two story multiple-family dwellings on corner lots, there shall be maintained a minimum side yard of not less than 15 feet on the side adjacent to the street which intersects the street upon which the building maintains lot frontage, and in the case of a reversed corner lot, there shall be maintained a setback from the side street of not less than 50 percent of the front yard required on the lots in the rear of such corner lots, but such setback need not exceed 10 feet. No accessory building on said reversed corner lot shall project beyond the front yard required on the adjacent lot to the rear, nor be located nearer than six feet to the side lot line of said adjacent lots. For multi-family dwelling structures of more than two stories in height, the minimum required side yards shall be increased one foot in

width for each additional story or fraction thereof, but in no case shall a side yard of more than 20 feet be required.[44]

(c) REAR YARD - On a building site upon which a building is constructed there shall be a rear yard of not less than 15 feet, for habitable portions of the building, and not less than 10 feet for all non-habitable structures or portions of the principal building. For buildings more than three stories in height the minimum rear yard shall be increased two feet for each additional story or fraction thereof, but in no case shall a rear yard of more than 25 feet be required.

(1) On a building site improved with a non-residential building, exclusive of residential accessory buildings, there shall be a side yard of not less than 10 feet on each side of the principal structure. Additional side yard area may be required as a part of a Conditional Use Permit.

All required rear yards shall be unobstructed from ground level to the sky, except as otherwise provided in this Ordinance.

4.6.5 OPEN SPACE REQUIREMENTS - The regulations set forth in the R-3 Districts in Section 4.4.5 shall apply to all R-5 Multi-Family Residential Districts.[45]

4.6.6 DESIGN REVIEW - All new construction and exterior modifications are subject to design review under Section 13.[46]

4.6.7 OFF-STREET PARKING - Off-street automobile parking space shall be provided in accordance with the provisions of Section 8 and 24, as applicable.[47]

4.7 HILLSIDE RESIDENTIAL AND OPEN SPACE (HRO) DISTRICTS (note: HRO-1 applies to unsubdivided, HRO-2 applies to subdivided).[48]

4.7.1 PURPOSE - The City Council finds and declares that certain areas of the City provide unique terrain features and add substantially to the character of the area, that the location and visibility of development therein will affect the visual quality of the environment, and that hillside development should preserve the natural terrain while providing a density of residential development compatible with the limitations of slope on the development site. The Council further finds that there are geologic and soils hazards in the area, steep slopes, and inadequate roadways making it necessary to reduce density in portions of the San Juan Hills Area to protect the public safety and to reduce significant and cumulative traffic impacts to the Ralston Avenue corridor. The

[44] Amended by Ord. 481, 5/8/72
[45] Amended by Ord. 850, 10/24/91
[46] Amended by Ord. 2020-1148, §20, 6/23/2020
[47] Amended by Ord. 2017-1118, §18, 5/23/2017
[48] Amended by Ord. 808, 4/11/89; Ord. 848, 8/8/91

objectives of this chapter's regulations are to encourage minimal grading and to reduce citizens' exposure to hazardous slopes by decreasing residential density as slope increases, to encourage clustering of homes and density transfer to reduce roadway and driveway grading, to regulate home size, and to encourage the voluntary merger of lots.

4.7.2 PERMITTED USES - The following uses shall be permitted in the HRO-1, HRO-2 and HRO-3 Districts:

(a) Single~~One-~~ family residences except in the HRO-3 Zone west of Hastings Drive and accessed by Carlmont Drive.

(b) Private stables for the keeping of horses as provided for in the City Code.

(c) Accessory structures and uses located on the same site as a single~~one-~~ family residence for which the use is clearly related to single-family dwelling, including the following:[49]

(1) Garages and carports.

(2) Garden structures.

(3) Greenhouses.

(4) Storage buildings.

(5) Recreation rooms.

(6) Hobby shops provided that no noisy or otherwise objectionable machinery or equipment is used and provided that no sales are made therefrom.

(7) Private swimming pools.

(8) Accessory Dwelling Units.

(d) Home occupations as defined in Section 2.68 and associated signs not exceeding one square foot in area.

(e) Residential care facilities that serve seven or more ~~.~~persons.

(f) Residential care facilities, small that serve six or fewer persons.~~.~~

~~(e)~~(g) Temporary subdivision sales offices in accordance with the provisions of Section 9.5.2 of this Ordinance provided such use is for no more than 60 days.

~~(f)~~(h) Temporary buildings or trailers used during construction on the site, for a period not to exceed the duration of the related building permit.

(i) Transitional and supportive housing located in single-family residences.

[49] Amended by Ord. 2017-1118, §19, 5/23/2017

~~(g)~~(j) A sign not exceeding 4 square feet in area pertaining to the sale, lease, rental, or display of the property on which the sign is located.

~~(h)~~(k) Small-family day care homes.

4.7.3 CONDITIONAL USES - The following uses are permitted in the HRO-1, HRO-2, and HRO-3 Districts, except as otherwise specified, only when authorized by a Conditional Use Permit:[50]

(a) Public parks and playgrounds and other public recreation facilities.

(b) Public, parochial and private elementary schools and high schools.

(c) Kindergartens, nursery schools and large-family day-care homes.

(d) Churches, parish houses, monasteries, convents and other religious institutions.

(e) Public and private philanthropic institutions.

(f) Reserved.

(g) Public and private, nonprofit libraries and museums.

(h) Public buildings and grounds when found by the Commission to be necessary for the public health, safety or welfare.

(i) Public utility and public service structures or installations when found by the Commission to be necessary for the public health, safety or welfare.

(j) Incidental and accessory structures and uses located on the same site with and necessary to the operation of a Conditional Use.

(k) Clustered dwelling units in the HRO-1 and HRO-3 zones, and townhouses in the HRO-3 Zone.[51]

(l) Density transfer of dwelling units in the HRO-2 Zone.

(m) Floor area transfer in the HRO-2 Zone.

(n) Mobile home parks.

~~(n)~~(o) Signs for conditional uses, which do not exceed 10 square feet in area, are not illuminated, and are wall mounted.

4.7.4 LOT DIMENSION STANDARDS FOR HRO-1, HRO-2, AND HRO-3 ZONES:[52]

(a) Lot Width - The minimum average lot width shall be 60 feet.

(b) Lot Frontage - All lots shall have a minimum frontage of 40 feet.

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[50] Amended by Ord. 2017-1118, §20, 5/23/2017; Ord. 2018-1131, §11, 4/24/2018
[51] Amended by Ord. 848, 8/8/91
[52] Amended by Ord. 999, 5/27/04

(c) Lot dimension standards for individual townhouses in the HRO-3 zone shall be as established through the conditional use permit process.[53]

4.7.5 YARD AREA REQUIREMENTS FOR HRO-1, HRO-2, AND HRO-3 ZONES:[54]

(a) The minimum yard areas for primary structures shall be as follows:

Front yard - 15 feet.
Rear yard - 15 feet.
Side yard - 7 feet.

(b) Except as provided in Section 24, the minimum yard areas for accessory structures shall be as follows:

(1) Front yard 18 feet.

(2) Side and rear yards 7 feet.

(3) No accessory building on a reversed corner lot shall project beyond the inner line of the front yard required on the adjacent lot to the rear, nor be located less than seven feet from the side lot line of such adjacent lot.

(4) A detached accessory building on a corner lot must be located at least fifteen feet from side lot line having frontage on a street, and seven feet from the interior side lot line.

(c) Except as provided in Section 24, the total of all accessory structures shall not occupy more than 30% of any required yard area.

(d) The minimum yard areas for townhouses in the HRO-3 zone shall be as established through the conditional use permit process.[55]

4.7.6 BUILDING HEIGHT - The maximum height for primary structures shall be 28 feet. Except as provided in Section 24, the maximum height for accessory structures shall be 15 feet.[56]

4.7.7 OFF-STREET PARKING - Off-street automobile parking spaces shall be provided in accordance with the provisions of Section 8 and 24, as applicable.[57]

4.7.8 FENCES, WALLS, AND HEDGES - Fences, walls, and hedges not exceeding six feet in height shall be permitted with the exception that no fence, wall, or hedge on a corner

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[53] Amended by Ord. 848, 8/8/91
[54] Amended by Ord. 2017-1118, §21, 5/23/2017
[55] Amended by Ord. 848, 8/8/91
[56] Amended by Ord. 2017-1118, §22, 5/23/2017
[57] Amended by Ord. 2017-1118, §23, 5/23/2017

lot shall exceed 3 ½ feet in height when located within 25 feet of the property corner at the street intersection.

4.7.9 GENERAL RESIDENTIAL DENSITY AND LOT SIZE STANDARDS - The maximum allowed residential dwelling unit densities and minimum lot sizes in the HRO districts shall be computed in accordance with the applicable provisions of the Slope Density Table in this Section unless a conditional use permit authorizing a smaller lot size is approved pursuant to provisions in the respective HRO Zone. The maximum allowable densities and the minimum allowable lot sizes shall be based upon net land area (after subtracting public street rights of way and vehicular access easements). Lot slope shall be calculated using the formula from the definitions section of Ordinance 360 and lot slopes ending in ½% or more shall be rounded to the next highest whole number. Each lot created by subdivision, or any remainder parcel associated with a subdivision, shall individually meet the minimum lot size standard based upon that lot's particular slope. The allowable density indicated, however, does not preclude the hearing body from determining that a lower density, or larger lots, from that indicated is required to meet the purpose of this ordinance and the goals and policies of the General Plan.

TABLE 1[58]
HRO DENSITY AND MINIMUM LOT SIZE STANDARDS

AVERAGE LOT SLOPE	DWELLINGS PER NEW ACRE	MINIMUM LOT SIZE
1 – 10%	1.452	30292
11%	1.357	32100
12%	1.274	34192
13%	1.200	36300
14%	1.134	38413
15%	1.076	40483
16%	1.023	42581
17%	0.908	47974
18%	0.816	53382
19%	0.741	58785
20%	0.679	64153
21%	0.626	69585
22%	0.581	74974
23%	0.542	80369
24%	0.508	85748
25%	0.478	91130

[58] Amended by Ord. 979, 5/14/02

26%	0.448	97232
27%	0.422	103223
28%	0.399	109173
29%	0.378	115238
30%	0.359	121337
31%	0.342	127368
32%	0.315	138286
33%	0.292	149178
34%	0.271	160738
35%	0.243	179259
36%	0.220	198000
37%	0.201	216716
38%	0.184	236739
39%	0.171	254737
40%	0.159	273962
41%	0.145	300414
42%	0.133	327519
43%	0.123	354146
44%	0.115	378783
45%	0.108	403333

4.7.10 HRO-1 ZONING DISTRICT STANDARDS

(a) RESIDENTIAL DENSITY AND LOT SIZE STANDARDS - Each lot existing as of the time of application of this ordinance and each lot created by land division shall comply with the General Density and Lot Size Standards of Section 4.7.9 unless a use permit for clustering is granted pursuant to the procedures and noticing requirements of Section 11.

(b) FLOOR AREA - The maximum allowable floor area shall be 4,500 sq. ft. on parcels 20,000 sq. ft. and larger, and on clustered developments with an average lot size of 20,000 sq. ft. and larger. The maximum allowable floor area on all other lots shall be 3,500 sq. ft.

(c) CLUSTERING OF SINGLE FAMILY RESIDENCES - The grouping of residences on smaller lots and in closer proximity than otherwise permitted may be allowed in the HRO-1 District upon the granting of a Conditional Use Permit in order to reduce grading, visual impact, and provide permanent open space.

(1) Application requirements. A Conditional Use Permit application for clustering shall be accompanied by the following:

(A) A map showing the existing parcels with dimensioned parcel boundaries, parcel areas, and topography at five (5) foot contour intervals or less.

(B) Site plan showing the proposed parcels with dimensioned parcel boundaries, parcel areas, together with proposed locations of all homes, yard areas, driveways, and grading.

(C) Proposal for the location, ownership, and management of the permanent open space.

(2) Standards for Clustering:

(A) Residential density within the clustered development shall be required to meet the density standards of section 4.7.9 but not the minimum lot size standards.

(B) The minimum lot size in clustered development shall be 10,000 sq. ft.

(C) The lot dimension standards of Section 4.7.4 shall not apply. Clustered lots shall not be less than 50 feet in average width, nor have less than 30 feet street frontage.

(D) Permanent open space shall be provided over all open space parcels and over all portions of lots exceeding 10,000 sq. ft.

(E) Except as provided herein, all other development standards of the HRO-1 district shall apply.

(3) Conditional Use Permit Findings Required for Planning Commission Approval. In addition to the standard Use Permit findings, the Commission must also find that:[59]

(A) The development resulting from clustering is consistent with the policies of the San Juan Hills Area Plan.

(B) The development which would result from clustering of residences would reduce grading and vegetation removal and result in better home sites and overall pattern of development than could be achieved through the application of this ordinance without clustering.

(C) The open space areas will not create an enforcement or maintenance problem and will be protected from development by the establishment of an open space or conservation easement over its entirety, and adequate provision for the ownership and management of such property and easements will be provided.

(D) All clustering standards will be met.

[59] Amended by Ord. 2018-1131, §12, 4/24/2018

4.7.11 HRO-2 ZONING DISTRICT STANDARDS[60]

(a) RESIDENTIAL DENSITY AND LOT SIZE STANDARDS - Each lot and land subdivision shall comply with the general density and lot size standards of Section 4.7.9 unless a permit for Density or Floor Area Transfer, or a Lot Line Adjustment is approved.

(b) FLOOR AREA RATIO - Except as provided in Section 24, the permitted floor area on lots 40,000 sq. ft. or larger in area shall be 3,500 sq. ft. The permitted floor areas on lots less than 40,000 sq. ft. are based on lot slope and shall be determined using the applicable floor area ratio in Table 2. The floor area on each lot shall not total more than 3,500 sq. ft. and is allowed to be at least 900 sq. ft.[61]

TABLE 2[62]
HRO-2 FLOOR AREA RATIO STANDARDS

AVERAGE LOT SLOPE	FAR	SLIDING SCALE MINIMUM FLOOR AREA (LOTs 31% - 45% SLOPE AND UP)
1 – 10%	0.350	1,200
11%	0.327	1,200
12%	0.307	1,200
13%	0.289	1,200
14%	0.273	1,200
15%	0.259	1,200
16%	0.246	1,200
17%	0.219	1,200
18%	0.197	1,200
19%	0.179	1,200
20%	0.164	1,200
21%	0.151	1,200
22%	0.140	1,200
23%	0.131	1,200
24%	0.122	1,200
25%	0.115	1,200
26%	0.108	1,200
27%	0.102	1,200

[60] Amended by Ord. 2018-1131, §13, 4/24/2018
[61] Amended by Ord. 2017-1118, §24, 5/23/2017
[62] Amended by Ord. 982, 1/28/03

28%	0.096	1,200
29%	0.091	1,200
30%	0.087	1,200
31%	0.083	1,180
32%	0.076	1,160
33%	0.070	1,140
34%	0.065	1,120
35%	0.059	1,100
36%	0.053	1,080
37%	0.048	1,060
38%	0.044	1,040
39%	0.041	1,020
40%	0.038	1,000
41%	0.035	980
42%	0.032	960
43%	0.030	940
44%	0.028	920
45% & UP	0.026	900

(c) SUBSTANDARD LOTS - Vacant lots which are nonconforming to the required lot size shall be allowed a floor area which is the larger of 1,200 sq. ft. or the floor area ratio applicable to the lot's slope category, except when the average lot slope exceeds 30%, then the allowed floor area shall be the larger of the minimum floor area or the floor area ratio applicable to the lot's slope category as shown on Table 2 – HRO-2 Floor Area Ratio Standards.[63]

(d) FLOOR AREA TRANSFER The permanent transfer of floor area development potential in the HRO 2 Zoning District from one discontinuous site to another site within the HRO-2 Zoning District shall be permitted upon approval of an Administrative Floor Area Transfer application by the Zoning Administrator. Any project resulting in a floor area ratio exceeding 0.5 shall be subject to public hearing by the Planning Commission. Floor Area Transfer applications are subject to the following:[64]

(1) Application requirements A Floor Area Transfer application shall be accompanied by the following:

[63] Amended by Ord. 979, 5/14/02; Ord. 982, 1/28/03
[64] Amended by Ord. 2018-1133, §1, 8/28/2018

(A) Map showing the location and boundaries of the proposed sending and receiving parcels.

(B) Calculations showing the maximum allowable floor area on the receiving parcel according to the requirements of this ordinance.

(C) Site plan of the receiving parcel showing the proposed locations of all buildings, driveways, and grading.

(D) A signed contractual agreement with the owner of the sending property to transfer floor area to the owner of the receiving parcel, and agreeing to record an open space or conservation easement restricting all development potential attributable to the sending parcel, and evidence of title insurance on the sending parcel indicating that the parties to the contractual agreement have the right to enter into such a contract.

(E) Program for ownership and management of the sending property. Such a program may include merger with contiguous property, fee ownership by a private conservation organization; fee ownership by the owner of the receiving parcel, or other means approved by the Planning Commission.

(F) If the receiving parcel is not served by a roadway that is improved to current City standards, an approved hillside road improvement plan.[65]~~65~~

(2) Standards for Floor Area Transfer

(A) Floor area and development rights transfer shall be by recordation of a deed of development rights transfer on each lot describing the transfer between the owners of the sending and receiving parcels.

(B) An open space or conservation easement and an ownership and open space management plan for the sending parcel shall be approved and recorded prior to issuance of a building permit for construction of any transferred floor area.

(C) The total floor area allowed on the receiving property shall be that which would be allowed on the receiving lot plus 1,200 sq. ft. If the applicant can demonstrate through survey that the sending property would yield more than 1,200 sq. ft. then the floor area allowed on the receiving site shall be the summation of the floor area allowed on the sending and receiving sites. Total allowed floor area shall not exceed 3,500 sq. ft. on any one lot.

(3) Conditional Use Permit Findings Required for Approval

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[65] Amended by Ord. 2018-1133, §1, 8/28/2018

(A) The proposed transfer of density is consistent with the policies of the San Juan Hills Area Plan and the Geologic Hazards Ordinance.

(B) Adequate infrastructure exists or its construction is assured, and for sites requiring road improvement plans, such plans have been approved.

(C) The pattern of development which would result from the transfer of floor area is better than could be achieved through the application of this ordinance without floor area transfer, due to less grading, less street and utility extension, and better building site locations.

(D) The sending property will be protected from development by the establishment of a conservation easement over its entirety, or be merged with an adjacent lot and a conservation easement established over land equal in area to the sending site, and the ownership and management of such property will be adequately provided for.

(E) The proposed building sites will not be in an area designated Md or Pdf on the current geologic hazards map.

(F) All floor area transfer standards will be met.

(e) DENSITY TRANSFER - The permanent transfer of residential units in the HRO-2 Zoning District from one group of lots to another non~~dis~~contiguous site along the same roadway and within the same statistical subarea as shown on the San Juan Hills Area Plan shall be permitted upon approval of a conditional use permit by the Planning Commission. Density transfer use permits are subject to the following:

(1) Application requirements - A conditional use permit application for density transfer shall be accompanied by the following:

(A) Map showing the location and boundaries of the proposed sending and receiving parcels.

(B) Calculations showing the maximum allowable density and minimum lot size on the sending and receiving parcels according to the requirements of this ordinance.

(C) Site plan of the receiving parcels showing the proposed locations of all homes, driveways, and grading.

(D) A signed contractual agreement with the owner of the sending property to transfer density to the owner of the receiving parcel, and agreeing to record an open space or conservation easement restricting all development potential attributable to the sending parcel and evidence of title insurance for the sending parcel indicating that the parties to the contractual agreement have the right to enter into such a contract.

(E) Program for ownership and management of the sending property. Such a program may include merger with contiguous property, fee ownership by a qualified private conservation organization, fee ownership by the owners of the receiving parcel, or other means approved by the Planning Commission.

(F) An application for a tentative subdivision map.

(G) An approved hillside road improvement plan.

(2) Standards for Density Transfer

(A) The receiving site shall be at least 20,000 sq. ft. and each lot created as part of the density transfer procedure shall be a minimum of 10,000 sq. ft. and shall not be required to meet the minimum lot size standards Section 4.7.9. b.— One transferred residential unit shall be allowed for each 3 lots, which have density transferred from them.

(B) Density transfer shall be by recordation of a deed of development rights transfer on each lot describing the transfer between the owners of the sending and receiving parcels.

(C) An open space or conservation easement and an ownership and open space management plan shall be approved and in place prior to issuance of a building permit for construction of any transferred density.

(D) The floor area allowed on each lot created as part of the density transfer procedure shall be 3,500 sq. ft.

(3) Conditional Use Permit Findings Required for Approval

(A) The proposed transfer of density is consistent with the policies of the San Juan Hills Area Plan and the Geologic Hazards Ordinance.

(B) Adequate infrastructure exists or its construction is assured.

(C) The pattern of development which would result from the transfer of density is better than could be achieved through the application of this ordinance without density transfer, by reducing the need for roadway extensions, reducing grading, and relocating development potential to less steep areas.

(D) The sending property will be protected from development by the establishment of a conservation easement over its entirety, or be merged with an adjacent lot and a conservation easement established over land equal in area to the sending site, and the ownership and management of such property will be adequately provided for.

(E) The proposed building sites will not be in an area designated Md or Pdf on the current geologic hazards map.

(F) All density transfer standards will be met.

(f) LOT LINE ADJUSTMENTS: Lot line adjustments are permitted in the HRO-2 Zoning District upon approval by the Zoning Administrator. Any lot line adjustment resulting in four (4) or more reconfigured lots shall be subject to a public hearing by the Planning Commission. Lot line adjustment applications are subject to the following:

(1) Application Requirements:

(A) Site plan of the proposed parcels showing existing property lines, the proposed sizes of the newly configured parcels, and the locations of all homes, driveways, and grading.

(B) An approved road improvement plan.

(2) Standards for Lot Line Adjustments:

(A) The lot size standards of S~~s~~ection 4.7.11a must be met. They may be waived if the following standards are met:

(xviii) The proposed lot line adjustment is consistent with the policies of the San Juan Hills Area Plan and the Geologic Hazards Ordinance.

(xix) The pattern of development which would result is better than could be achieved through the application of this ordinance without lot line adjustment, due to less grading, less street and utility extension, and better building site locations.

(xx) The total number of lots is reduced.

(xxi) No reconfigured lot shall be less than 10,000 sq. ft. and no lot shall be reduced from its present size.

(xxii) Adequate infrastructure exists or its construction is assured.

(B) For each lot eliminated 900 sq. ft. shall be allowed on the reconfigured site in addition to that which would be allowed on the newly configured lot by the floor area standards of Sec.4.7.11 (b), up to a maximum of 3,500 sq. ft.

4.7.12 HRO-3 ZONING DISTRICT STANDARDS[66]

(a) RESIDENTIAL DENSITY AND LOT SIZE STANDARDS - Each lot existing as of the time of application of this ordinance and each lot created by land division shall comply with the General Density and Lot Size Standards of Section 4.7.9 unless a use permit for clustering of single family homes or townhouses is granted.[67]

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[66] Added by Ord. 848, 8/8/91

[67] Amended by Ord. 2018-1131, §14, 4/24/2018

(b) FLOOR AREA - Except as provided in Section 24, the maximum allowable floor area for single-family homes shall be 3,500 sq. ft. and 3,750 for single-family homes with three-car garages, 2,500 sq. ft. average unit size for townhouse developments, and 2,500 sq. ft. for single-family homes on substandard lots and on lots over 45% average slope.[68]

(c) CLUSTERING OF SINGLE FAMILY RESIDENCES AND TOWNHOUSES - The grouping of single family residences and townhouses on smaller lots than specified in Table 1 may be allowed in the HRO-3 District upon the granting of a Conditional Use Permit.

(1) Application requirements. A Conditional Use Permit application for clustering or townhouses shall be accompanied by the following:

(A) A map showing the existing parcels with dimensioned parcel boundaries, parcel areas, and topography at five (5) foot contour intervals or less.

(B) Site plan showing the proposed parcels with dimensioned parcel boundaries, parcel areas, together with proposed locations of all homes, yard areas, driveways, and grading.

(C) A proposal for the location, ownership, and management of the permanent open space.

(D) A detailed storm drainage runoff analysis of impacts to the respective drainage area together with a schedule of necessary improvements.

(E) A hillside road plan for any needed roadway extensions.

(F) A preliminary plan indicating how water service will be provided.

(G) Documentation that sewage treatment capacity is available.

(H) A statement indicating how the proposed project complies with each of the Western Hills Area Plan policies regarding geologic hazards, biotics, land use, open space areas, community design, transportation and circulation, and infrastructure.

(2) Standards for Clustering of Single Family Homes

(A) Residential density within the development shall be required to meet the density standards of S~~s~~ection 4.7.9 but not the minimum lot size standards.

(B) The minimum lot size in clustered development shall be 10,000 sq. ft. for single family residences.

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[68] Amended by Ord. 2017-1118, §25, 5/23/2017

(C) The lot dimension standards of Section 4.7.4 shall not apply. Clustered lots shall not be less than 50 feet in average width, nor have less than 30 feet street frontage.

(D) Permanent open space shall be provided over all open space parcels and over all portions of lots exceeding 10,000 sq. ft.

(E) Except as provided herein, all other development standards of the HRO-3 district shall apply.

(3) Standards for Clustering of Townhouses

(A) Residential density within the townhouse development shall be required to meet the density standards of S~~s~~ection 4.7.9 but not the minimum lot size standards.

(B) No more than 30% of all dwellings constructed in any one development east of Hastings Drive shall be townhouses, and all dwellings constructed west of Hastings Drive and accessed by Carlmont Drive shall be townhouses.

(C) The minimum lot size and building setback standards in the townhouse development shall be established through the use permit process to assure adequate open space and privacy.

(D) Fee title lots for individual townhouses shall generally conform to each unit's outer perimeter walls, private yards, garages, and driveways.

(E) Private yards no less than 250 sq. ft. shall be provided for all townhouses.

(F) All areas not part of developed common area or private townhouse lots shall be placed in open space parcels. Permanent open space easements shall be provided over all open space parcels.

(G) Except as provided herein, all other development standards of the HRO-3 district shall apply.

(4) Conditional Use Permit Findings Required for Planning Commission Approval:

(A) The development resulting from clustering is consistent with the policies of the Western Hills Area Plan.

(B) For single family home clustering all standards of Section~~.~~ 4.7.12(c)(2) will be met, and for townhouse clustering all standards of Section 4.7.12(c)(3) will be met.

(C) The open space areas will not create an enforcement or maintenance problem and will be protected from development by the establishment of an open space or conservation easement over its entirety, and adequate provision for the ownership and management of such property and easements will be provided.

(D) Adequate new roadways and water, drainage, and sewerage facilities to serve the development are assured.

(E) The general use permit findings of Section 11 are supported by the nature of the request.

4.7.13 EXCEPTIONS AND VARIANCES TO HRO-1, HRO-2, AND HRO-3 STANDARDS.[69]

Exceptions to floor area standards for single family homes according to the provisions of Section 4.2.10 shall not be allowed. All HRO standards shall be subject to the variance provisions of Section 10.

[69] Amended by Ord. 971, 8/14/01; Ord. 2018-1131, §15, 4/24/2018

Section 5A CORRIDOR MIXED USE DISTRICT

Editor's Note: Current through Ord. 2024-1175

5A.1 **CORRIDOR MIXED USE OR CMU DISTRICT** - The following regulations apply in CMU Districts.

5A.1.1 PURPOSE – The Corridor Mixed Use District applies to parcels along El Camino Real outside of the Belmont Village Specific Plan area and is intended to accommodate community- and visitor-serving retail and services, lodging, office, and high density residential in a mixed use setting. A mix of uses on individual development sites is desired, but not required. A community benefits program allows additional height, and intensity to be granted in exchange for the provision of specified community benefits.

5A.1.2 PERMITTED USES. Subject to Section 9.5.6, the following are permitted uses:

(a) Animal sales and services, including animal clinics and grooming, and animal retail sales (pet shops).

(b) Banks and retail financial institutions without drive-through service.

(c) Business and professional offices when located above the ground floor; and such uses on the ground floor when not replacing a use permitted by Section 5A.1.2 (d), (k), and (l) in a space not to exceed 3,000 square feet unless determined by the Director to be an office use serving walk-in clientele.

(d) Business services.

(e) Emergency shelters.

~~(e)~~(f) Government buildings.

~~(f)~~(g) Instructional services.

(h) Hotels and motels.

(i) Low-barrier navigation centers.

~~(g)~~(j) Maintenance and repair services.

~~(h)~~(k) Multi-family dwellings when located above the ground floor. A project will be processed by right as defined in Government Code Section 65583.2(i), and only design review based on objective standards shall be required, if at least 20 percent of the units are designated as affordable to lower income households as defined in Government Code Section 65584, no subdivision is required, and the project is proposed wholly on a parcel that is identified in the 2023-2031 Housing Element as subject to by right processing. In such projects, multiple-unit dwellings are permitted on the ground floor, and such projects are exempt from CEQA.3

~~(i)~~(l) Nursery and garden center.

(m) Permanent supportive housing.

~~(j)~~(n) Personal services, General.

(o) Residential care facilities, and Residential care facilities, small.

~~(k)~~(p) Restaurants with indoor or outdoor seating.

~~(l)~~(q) Retail stores engaged in the selling of retail products and services, including but not limited to art, appliance, auto accessories, hardware and variety stores, bakeries, dry cleaning for the retail trade only, food and drug stores, and tailor shops, but excluding building materials and services.

(r) Transitional and supportive housing.

~~(m)~~(s) Utilities, that are minor in nature and an accessory use intended to serve an existing or planned land use and meet all of the standards of the City Code.

~~(n)~~(t) Restaurants with outdoor seating permissible within the public right-of-way sidewalk area, or an adjacent private parking lot, subject to ~~temporary~~ outdoor dining requirements established by the City. ~~This use shall expire on August 31, 2022, or when the COVID-19 Pandemic has ceased, whichever occurs first.~~

5A.1.3 CONDITIONAL USES - Subject to Section 9.5.6, the following uses are allowed with a conditional use permit.

(a) Automobile rental agency.

(b) Auto/vehicle sales and services, including dealers and new and used car sales lots, automobile repair services, service stations and electric vehicle charging facilities, and vehicle washing.

(c) Banks and retail financial institutions on the ground-floor in a mixed use building, not to exceed 3,000 square feet.

(d) Commercial amusement, entertainment, and health club enterprises, including cinemas, indoor theaters, ice rinks, and related facilities, which may be publicly- or privately-owned.

(e) Communication facilities, including antennas and transmission towers equipment within buildings.

(f) Community assembly.

(g) Day care centers.

~~(h) Emergency shelter only in the S-2 Emergency Shelter Combining District, in compliance with Section 21.~~

~~(i)~~(h) Group residential.

~~(j)~~(i) Health clinics.

~~(k)~~(j) Hospital

~~(l) Hotels and motels.~~

~~(m)~~(k) Multi-family dwellings on the ground floor, with a determination by the Planning Commission that a single use building is appropriate for the site and is setback at least 10 feet from the front and street side lot lines. In determining whether a single use building is appropriate for the site, the Commission shall consider whether:

(1) The layout and street orientation of the project site, parking and circulation traffic pattern for the project are conducive for the operation of ground floor commercial, retail or restaurant uses.

(2) The project would be replacing an existing retail or restaurant use on site.

(3) There are existing commercial, retail, or restaurant uses within ¼ mile of the project site that would meet the needs of the building occupants.

(4) The project would provide 30% or more units of affordable housing.

~~(n)~~(l) Non-traditional financial institutions, including check-cashing facilities, payday lenders, and pawn brokers.

~~(o)~~(m) Recycling collection facilities.

~~(p)~~(n) Restaurants that sell predominantly take-out meals or provide drive-in or drive-through service.

~~(q)~~(o) Social service center.

~~(r)~~(p) Utilities and other major facilities that are determined by the Director not to be minor and accessory to a permitted or conditional use.

5A.1.4 ACCESSORY USES – Accessory uses, including ancillary and incidental uses, necessary to the operation of a use but of less intense nature, are permitted if the primary use is permitted. Where the primary use requires a conditional use permit, ancillary uses shall also require a conditional use permit.

5A.1.5 AUTOMOBILE PARKING AND LOADING FACILITIES - Parking and loading facilities shall be provided in accordance with the provisions of Sections 8~~ and 8A~~.

5A.1.6 FLOOR AREA RATIO.~~ –~~

(a) For hotels: Maximum 2.5.

~~(a)~~(b) For all other uses: ~~The maximum floor area ratio in the CMU District shall be~~ Maximum 2.0~~, which~~ may be increased up to 2.5 with provision of community benefits approved by the City Council under Section 5A.2. This FAR limit applies to the entire development on a site, inclusive of any residential component.

5A.1.7 RESIDENTIAL DENSITY – There is no maximum residential density.

5A.1.8 TRANSITIONAL YARDS - Transitional yards shall be provided according to the regulations as set forth in Section 9.7.5.

5A.1.9 DESIGN REVIEW - All new construction and exterior modifications are subject to design review under Section 13.

5A.1.10 LANDSCAPING - All new structures established in this District shall be subject to landscaping requirements in Section 13.3 and the following additional requirements. Projects involving the construction of new floor area shall provide a minimum of 10 percent of the site in landscaping and a minimum of one tree for each 400 square feet of landscape area.

5A.1.11 BUILDING HEIGHT

(a) For hotels: Maximum 65 feet in height.

~~(a)~~(b)For all other uses: Maximum 50 feet in height; 60 feet with community benefits as prescribed in Section 5A.2~~No building may exceed:~~

~~(1) 45 feet in height, or~~

~~(2) 55 feet with community benefits as prescribed in Section 5A.2.~~

~~(b)~~(c) Non-habitable building features such as chimneys (up to six feet in width), cupolas, flagpoles, monuments, steeples, roof screens, equipment, and similar structures, covering no more than 20% of the top floor roof area to which they are accessory, may exceed maximum permitted height standards by eight feet.

5A.1.12 SITE DEVELOPMENT STANDARDS - All development shall conform to the following:

(a) Minimum lot size shall be 7,200 square feet.

(b) Minimum lot width shall be 60 feet.

(c) Minimum setback requirements: None except for ground-floor residential uses to which the following setbacks apply: 10 feet front yard; five feet plus two feet per each additional story above three stories, side yard; and 15 feet rear yard.

(d) Minimum upper-story horizontal setbacks~~ for residential uses~~: F~~f~~ive feet from a vertical plane projected upward from an interior lot line; 10 feet for a bedroom or living room window and five feet on either side of that window.

(e) Minimum ground floor height: ~~12~~ 16 feet for non-residential space; 10 feet for residential space.

5A.1.13 BUILDING DESIGN STANDARDS - All development shall conform with the objective design standards in Section 13.6~~.1 and 13.6.2~~ as applicable and the following:

(a) Ground Floor Transparency. At least 50% of the exterior walls on the ground floor facing and within 20 feet of a front or street side lot line shall include windows, doors, or other openings located between 2.5 and seven feet above the level of the sidewalk.

(1) Design of Required Openings. Openings fulfilling this requirement shall have transparent or moderately-tinted glazing and provide views into work areas, display areas, sales areas, lobbies, or similar active spaces, or into window

displays that are at least three feet deep and five feet wide. Shading or use of drapes or other internal window covering for energy efficiency may be approved.

(2) Exceptions for Parking Garages. ~~Multi-level~~Parking garages are not required to meet the building transparency requirement of this subsection.

(3) Exceptions for residential uses. Ground floor residential uses are not required to meet the building transparency requirement of this subsection.

(4) Alternatives through Design Review. Alternatives to the building transparency requirement may be permitted through Design Review if:

(A) The proposed use has unique operational characteristics with which providing the required windows and openings is incompatible, such as in the case of a cinema or theater; and,

(B) Street-facing building walls will exhibit architectural relief and detail, and will be enhanced with landscaping in such a way as to create visual interest at the pedestrian level.

(b) Building Entrances. The primary pedestrian access to all ground-level commercial uses shall be from a public sidewalk. In mixed-use developments, entrances to residential units shall be physically separated from the entrance to the commercial use and clearly marked with a physical feature such as a recess or projection incorporated into the building or appropriately-scaled element applied to the façade.

(c) Outdoor Living Area for Residential Units. A minimum of 36 square feet per unit of outdoor living area must be provided for residential units. This requirement may be met by common or private open space or a combination of the two. Common areas may consist of landscaped areas, patios, swimming pools, barbeque areas, and similar improvements designed to serve residents. Landscaped rooftop gardens may fulfill up to 50% of this requirement. Private areas may consist of balconies, decks, fenced yards, and similar areas directly accessible from a unit.

(d) Where buildings abut a residential-only district on an interior side or rear property line, the third story and above must be stepped back from the façade below by a minimum of five feet.

5A.2 COMMUNITY BENEFIT BONUSES

5A.2.1 PURPOSE AND APPLICABILITY. To provide an incentive for development, in partnership with the City, to provide community benefits that would not otherwise be created, the City Council may grant increased FAR, density or height in return for provision of specific community benefits, as listed below or subsequently identified by the City Council, if doing so is in the City's interest and will help implement the General Plan,

and these benefits cannot be realized without granting increased FAR, height, and/or density.

5A.2.2 BONUSES AVAILABLE

(a) For Lot Consolidation. In order to promote the consolidation of small lots into larger sites, which are better able to accommodate mixed use development and thus confer community benefits, the City Council may approve an increase in the maximum allowable base FAR up to 10 percent if such an increase is needed to ensure development feasibility based on an independent, third-party appraisal. This additional FAR may be combined with additional FAR earned for other community benefits listed in paragraph (b) below.

(b) For Other Community Benefits. Increased FAR, height, and density up to the maximums with community benefits listed in Section 5A.1.6, 5A.1.7 and 5A.1.11 may be approved by the City Council for the following community benefits:

(1) On-site affordable housing in an amount exceeding the City's requirements for inclusionary housing established in the Zoning Ordinance.

(2) Public access easements, wider sidewalks, and additional public right-of-way provided where identified in the General Plan.

(3) Public right-of-way improvements, which are in addition to those required to serve new development.

(4) Art in public places, including art in privately-owned publicly accessible plazas and courtyards.

(5) Privately owned publicly accessible open space exceeding the minimum requirements of this Ordinance, and consistent with the general types and locations of desired public parks and plazas identified in the General Plan.

(6) Below-market rental rates guaranteed for a minimum of ten years for a day care center, cultural facility or incubator space for qualifying small businesses.

(7) Retention or construction of retail or office commercial development within the CMU Corridor Mixed Use District.

(8) Contributions to a Council-administered Community Fund or Community Recreation Fund, if one is created.

(9) Community recreational facilities, such as an ice rink.

(10) Any other community benefit, as determined by the City Council after a duly-noticed public hearing, to be significant, substantial and essential for Specific Plan implementation and which would not otherwise be provided if increased FAR, height or density is not approved.

5A.2.3 PROCEDURES FOR AWARDING BONUSES; FINDINGS REQUIRED - After conducting a duly-noted public hearing, the City Council may grant increased FAR, density or height,

as requested by the applicant or as modified by the Council, in return for provision of specific community benefits if the City Council determines that (1) making such an award is in the City's interest and will help implement the General Plan, (2) these benefits cannot be realized without granting increased FAR, height, and/or density, and (3) that the increase granted is the minimum necessary to realize these benefits and no adverse impacts or land use incompatibilities will be created that are judged unacceptable. The decision to grant increased FAR, density or height is discretionary, and the Council is not obligated to grant any increase if any of these required findings cannot be made.

5A.2.4 MODIFICATIONS AND CHANGED PLANS

(a) Minor Modifications. The Community Development Director may approve minor modifications, not to exceed 10 percent of any dimensional requirement or standard, to an approved project that are consistent with the original findings and conditions approved by the review authority and would result in the same or substantially similar community benefits.

(b) Changed Plans. A proposed change in an approved project subject to the requirements of this section that would result in a change of more than 10 percent increase in any dimensional requirement or standard trips must be accompanied by a statement of what modifications or additions to the approved community benefits will be made to ensure the City derives the same or substantially similar benefits. The Planning Commission may conditionally approve such a change, subject to annual monitoring, after holding a duly-noticed public hearing and confirming that the community benefit program's objectives are being met.

5A.2.5 IMPLEMENTATION AND MONITORING - A report documenting the community benefits realized under this program or an affidavit confirming that the requirements of this section have been met must be submitted to the Community Development Director within one year of project approval. If the approved community benefits consist of solely physical development or measures that would be performed once, this report must be submitted once. For measures that are ongoing commitments, this report must be submitted annually. If the annual report shows compliance for three consecutive years, no further annual reports are required. A five-year review may be required by the Director to evaluate the overall effectiveness of all community benefits derived from this program and may suggest new or modified benefits for the Council's consideration.

Section 8 Off-Street Parking and Loading [New Section to replace current Section 8 and Section 8A]

8.1 SCOPE OF REGULATIONS. The off-street parking and loading provisions of this Section apply to all existing and new development in the City of Belmont as follows:

1.1.7 For all buildings and structures erected and all uses of land established after the effective date of this Ordinance, accessory parking and loading facilities shall be provided in accordance with the regulations of the district in which such buildings or uses are located provided, however, that in the event a building permit has been issued prior to the effective date of this Ordinance, and provided that construction is begun within 60 days of such effective date and diligently prosecuted to completion, parking and loading facilities need not be provided as required in this Section.

1.1.7 Except as provided in Section 24, Accessory Dwelling Units, when the intensity of use of any building, structure or premises shall be increased through the addition of dwelling units, gross floor area, seating capacity or other units of measurement specified in this Section for required parking facilities, parking facilities as required shall be provided for such increase in intensity of use.

1.1.7 Whenever the existing use of a building or structure shall be changed to a new use, parking facilities shall be provided as required for such new use. However, if said building or structure was erected prior to the effective date of this Ordinance, additional parking or loading facilities shall be required only in the amount which the requirements for the new use would exceed those for the existing use, if the latter were subject to the parking and loading provisions of this Ordinance.

8.2 GENERAL REGULATIONS. Parking shall be provided generally as indicated in Table 8.2-1, Minimum Parking ~~Standards~~ in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS and in Table 8.2-2, Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts. All parking must be developed and maintained according to the standards of this Subsection 8.2. All square feet (sf) figures represent gross floor area.

Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS[1]	
Residential Uses	
Single-Family Dwelling	
New	4 per unit (2 covered)
With Addition that Expands Bedroom Count of Principal Unit	up to 3 BR = 2 (1 covered) 4-5 BR = 3 (1 covered) 6+ BR = 4 (2 covered)
Existing w/ 1-2 Covered Spaces	Maintain existing on-site covered parking spaces.
Existing w/o Covered Space	Carport may be used for required covered parking
ADUs	Per BZO Sec. 24 (ADUs)
Multi-Family Dwelling	
Studio	1 covered space per unit plus 1 paved open space or covered per unit
1 bedroom	
2 bedrooms	
3 or more bedrooms	
Residential Care Facilities	1 per 3 residents
Fraternities, Sororities, and Dormitories	1 per 5 residents
Emergency Shelters	1 per staff member
Low Barrier Navigation Centers	1 per staff member
Transitional, Supportive, and Permanent Supportive Housing	None beyond what is required for the housing type
Commercial Uses	
Lodging	
Hotels, Motels	0.5 per unit or lodging room
Rooming Houses, Lodging Houses	1 per 2 lodging rooms
Retail and Service	
Retail / Retail Stores	1 per 250 sf accessible to public
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	1 per 600 sf
Mortuary	1 per 100 sf of assembly area
Service and Repair Facilities (other than Auto Service Station)	1 per 500 sf + 1 per 2,000 sf of exterior area

Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS[1]	
Automobile/Vehicle Sales and Services	
Automobile Service Stations	2 per working bay + 1 per employee on largest shift
Car Wash	1 per 2 employees + 3 stacking spaces + 1 per 300 sf retail
Motor Vehicle Sales and Machinery Sales	As determined by Parking Demand Study
Commercial Recreation	
Bowling Alley	2 per alley
Theaters (indoor)	2 per 1,000 sf~~1 per 5 seats~~
Eating and Drinking Establishments	
Establishments Dispensing Food or Beverages for Consumption on the Premises	1 space / 100 sf
Offices	
Offices - Business, Professional, Financial and Government	1 per 300 sf
Offices - Business, Professional, Financial and Government when Office and Retail Uses are Mixed	1 per 400 sf
Research and Development Facilities	1 per 600 sf
Warehouse/Storage Facilities	
Wholesale Establishment (not including warehouses and storage buildings other than accessory)	1 per 600 sf
Warehouse and Storage Buildings	1 per 2,000 sf
Public/Institutional Uses	
Educational Institutions	
Auditoriums for Schools and Colleges	1 per 6 permanent seats
High Schools, Colleges, Universities, Church Schools, and Business, Professional and Trade Schools	1 per employee + 1 per 20 students on premises at any one time
Schools - Nursery, Elementary and Intermediate (public or private)	1 per classroom
Community and Religious Assembly	
Places of Assembly, including Religious Assembly, Public/Private Community Rooms & Recreation Buildings, and other similar uses, with fixed seats	1 per 4 fixed seats
Places of Assembly, including Religious Assembly, Public/Private Community Rooms & Recreation Buildings, and other similar uses, without fixed seats	1 per 60 sf of the main meeting room

Table 8.2-1: Minimum Parking in the R-1, HRO, NC, SC, E-1, E-2.1, E-2.2, M, M.E. S-1, and S-2 Special Combining Districts, OS-P, and PS[1]	
Libraries, Art Galleries and Museums - Public	1 per 1,000 sf
Stadiums, Arenas, Auditoriums (other than college or school), Convention Halls, Dance Halls, Exhibition Halls, Skating Rinks and other similar places of assembly	1 space per 400 sf of floor area open to the public
Private Clubs and Lodges (without sleeping facilities for guests)	Spaces for 10% of capacity of persons
Public Utility and Public Service Uses	1 per 3 employees on-duty at any time plus spaces determined by ~~Zoning Administrator~~Community Development Director
Medical Facilities	
Hospital	1 per 1,000 sf
Clinic	1 per 300 sf
Skilled Norsing Facility	1 per 3 beds
Combined and Other Uses	
2+ uses located on same site or within same building	Spaces equal to the sum of the separate requirements for each use
Non-listed uses	Spaces to be provided as required for the "most similar listed use" or as determined by the Community Development Director

Note:
[1] Minimum parking standards do not apply for residential, commercial, and industrial development on properties located within one half-mile radius of a major transit stop; however, minimum parking standards may be required for certain projects if the findings provided in Assembly Bill 2097 / Government Code Section 68563.2 can be made in the affirmative.

Table 8.2-2: Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts [1, 2]

	Minimum	Maximum
Residential Uses		
Single-Family Dwelling		
New	4 per 1 unit (2 covered)	-
With Addition that Expands Bedroom Count of Principal Unit	up to 3 BR = 2 (1 covered) 4-5 BR = 3 (1 covered) 6+ BR = 4 (2 covered)	-
Existing w/ 1-2 Covered Spaces	2	-
Existing w/o Covered Space	Carport may be used for required covered parking	-
ADUs	Per BZO Sec. 24 (ADUs)	-
Multi-Family Dwelling		
Studio	0.5 per unit	2 per unit plus 0.5 per unit for guest parking
1 bedroom	1 per unit	
2 bedrooms	1.5 per unit	
3 or more bedrooms	2 per unit	
Emergency Shelters	1 per staff member	-
Low Barrier Navigation Centers	1 per staff member	-
Transitional, Supportive, and Permanent Supportive Housing	None beyond what is required for the housing type	-
Commercial Uses		
Lodging		
Hotels, Motels	0.5 per unit or lodging room	1 per room in the BVSP only; no max in all other zones
Retail and Service		
Retail / Retail Stores	2 per 1,000 sf	4 per 1,000 sf
Furniture and Appliance Stores, Household Equipment or Furniture Repair Shop	2 per 1,000 sf	4 per 1,000 sf
Mortuary	2 per 1,000 sf	4 per 1,000 sf
Service and Repair Facilities (other than Auto Service Station)	2 per 1,000 sf	4 per 1,000 sf
Automobile/Vehicle Sales and Services		
Automobile Service Stations	2 per 1,000 sf	4 per 1,000 sf

Table 8.2-2: Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts [1, 2]

	Minimum	Maximum
Car Wash	2 per 1,000 sf	4 per 1,000 sf
Motor Vehicle Sales and Machinery Sales	As determined by Parking Demand Study	
Commercial Recreation		
Bowling Alley	2 per 1,000 sf	4 per 1,000 sf
Theaters (indoor)	2 per 1,000 sf	4 per 1,000 sf
Eating and Drinking Establishments		
Establishments Dispensing Food or Beverages for Consumption on the Premises	2 per 1,000 sf	4 per 1,000 sf
Offices		
Offices - Business, Professional, Financial and Government	3 per 1,000 sf	4 per 1,000 sf
Offices - Business, Professional, Financial and Government when Office and Retail Uses are Mixed		
Research and Development Facilities	1 per 600 sf	1 per 500 sf

Note:

[1] Minimum parking standards do not apply for residential, commercial, and industrial development on properties located within one half-mile radius of a major transit stop; however, minimum parking standards may be required for certain projects if the findings provided in Assembly Bill 2097 / Government Code Section 68563.2 can be made in the affirmative.

[2] For non-residential uses, on-street parking spaces located immediately adjacent to the frontage of the property may be counted toward required off-street parking.

2.1.11 MINIMUM REQUIREMENTS

2.1.7 **No Reduction in Off-Street Parking and Loading Spaces.** Off-street parking and loading spaces established as of the effective date of the ordinance codified in this section shall not be reduced in number during the life of such building or land use below that which would be required for a new building or use of a similar type under the requirements of this section. All such off-street parking and loading spaces shall remain permanently available and accessible for the parking or loading of vehicles by occupants of the property, except that any surplus spaces may be rented out to non-occupants, or otherwise made publicly accessible with the provision that such spaces must be vacated on 30 days' notice if they become needed by occupants of the property.

2.1.7 **Separate Parking and Loading Spaces.** No area may be utilized and counted both as a required parking space and a required loading space. However,

maneuvering aisles and driveways may serve both required parking spaces and loading spaces if they meet the requirements specified in this Section for both parking and loading facilities.

2.1.7 **Parking for Persons with Disabilities.** The number, design, designation, and location of parking spaces for Persons with Disabilities must comply with State law. Such spaces will be counted towards the parking requirements of this Section.

2.1.7 **Nonconforming Parking Facilities.** Existing land uses with off-street parking and loading facilities that do not conform to the requirements of this section may be enlarged or expanded, provided that an in-lieu parking fee is paid, if established, or additional parking and loading facilities are added, either on-site or off-site, so that the parking needs for the enlarged or expanded portion of the building are met. Exceptions to this requirement may be granted by the Planning Commission for small sites and projects determined by the Commission to provide community benefits.

2.1.7 **Unbundled Parking.** The following rules will apply as conditions of approval to the rental of parking spaces in new Multi-Unit Residential buildings with ten or more rental units. The Community Development Director may grant an exception from the requirements of this subsection for affordable rental units that include financing for affordable housing that requires that costs for parking and housing be bundled together.

(b) All off-street parking spaces that are beyond a base allowance of one per unit must be rented separately from the rental fees for dwelling units for the life of the dwelling units, such that potential renters have the option of renting a residential unit with only one parking space at a price lower than would be the case if there were a single price for both the residential unit and all of the parking space(s).

(b) In cases where there are fewer parking spaces than dwelling units, the parking spaces shall be offered first to the potential renters of three bedroom or more units, second to potential renters of two bedroom units, and then to potential renters of other units.

(b) Potential renters of affordable units shall have an equal opportunity to rent a parking space on the same terms and conditions as offered to potential renters of market-rate units, at a price proportional to the rent of their units as compared to comparable market-rate units. This stipulation shall be included in any agreement recorded between the City and developer pertaining to the affordable housing units pursuant to Section 29 (Affordable Housing).

(b) Parking spaces shall be offered only to residents of the dwelling units served by the off-street parking, except that any surplus spaces may be rented out to non-residents, or otherwise made available for public use, with the provision that such spaces must be vacated on 30 days' notice if they are

needed by residents. Required visitor spaces shall not be rented out, but may be made available for public use.

2.1.7 **Garages/Carports/Uncovered Residential Parking.** For residential uses, required off-street parking located in the front half of a lot or within 25 feet of the side street on a corner lot shall be covered with carport, garage or roofed structure except as allowed below. Uncovered off-street parking may be located in the rear half of the lot when more than 25 feet from a side street.

2.1.7 **Surface Parking Lots.** Surface parking lots shall be subject to the following restrictions and standards. The area of a surface parking lot shall include all features within the lot's outer edges, including all parking spaces, maneuvering aisles, access driveways, and perimeter and interior landscaping, walkways, and other features.

(b) ***Large Parking Lots.*** If on-site parking for more than 50 spaces is needed, such parking facilities shall be designed to have exceptional landscaping or design features, shall be located such that it is not highly visible from public rights-of-way, shall be provided within buildings or parking structures or in separate lots that are each less than two acres in size, or shall be otherwise covered by a structure that serves a non-parking function, such as solar panels, recreational facilities, roof deck, or green roof.

(b) ***Pedestrian Circulation.*** Parking lots containing 25 or more spaces shall have walkways separated from motor vehicle maneuvering aisles and driveways connecting the principal building or buildings served by the lot to the farthest point of the lot from the main pedestrian entrance of such building or buildings.

(A) *Materials and Width.* Walkways shall provide at least four feet of unobstructed width and be hard-surfaced.

(B) *Identification.* Pedestrian walkways shall be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, curb separation, different paving material, or similar method.

(C) *Separation.* Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it must be raised and separated from the travel lane by a raised curb at least six inches high, bollards, or other physical barrier.

2.2.11 CALCULATION OF REQUIRED SPACES

2.2.7 **Fractions.** If the calculation of required parking or loading spaces results in the requirement of a fractional space, such fraction, if one-half (0.5) or greater, shall be considered one additional space; if the fraction is less than one-half (0.5), it shall result in no additional spaces.

2.2.7 **Multiple Uses.** When two or more principal uses are located on the same lot, the estimated peak period parking demand shall be the sum of the estimated demand of the various individual uses during the period of peak combined demand for all uses, as determined through a parking study prepared by a qualified individual or firm.

2.2.7 **Area-Based Estimates.** All area-based estimated peak period parking demands shall be computed on the basis of gross floor area, excluding parking and loading areas.

2.2.7 **Exclusion of First 2,500 Square Feet.** For all nonresidential uses ~~with area-based estimated peak period parking demands~~, the first 2,500 square feet of active uses, as defined in Section 2.4.1 Active Use, ~~retail or restaurant use~~ shall be subtracted from the gross square footage of the use when calculating the estimated parking demand.

2.2.7 **Motorcycle Parking.** There shall be a credit of one automobile parking space for every four motorcycle parking spaces provided, not to exceed five percent of the total number of automobile parking spaces required. Motorcycle parking spaces shall be no less than four feet wide by eight feet long with an aisle width of no less than 10 feet and shall be clearly marked.

2.2.7 **Minimum Parking Requirements.** Except as otherwise provided in this Section and as provided by AB 2097, no less than the minimum number of parking spaces, as required by the standards established in Table 8.2-1 and Table 8.2-2~~: Parking Standings,~~ shall be provided for each use or site.

2.2.7 **Maximum Private Parking Requirements.** Except as otherwise provided in this Section, no more than the maximum number of private, off-street parking spaces, as specified in Table 8.2-1 and Table 8-2.2~~: Parking Standards~~, shall be provided for each use or site.

2.3.11 DESIGN STANDARDS. The parking area design standards of this section apply to all off-street parking. All required parking spaces and associated maneuvering aisles, driveways, and other related features shall be designed and arranged so as to provide motor vehicles with adequate ingress to and egress from all required parking spaces, and to provide pedestrians with adequate access to parked vehicles.

2.3.7 **Parking Layout and Dimensions.** The layout and dimensions of off-street parking facilities shall be as set forth in Figure 8.2.3-1 and Table 8.2.3-1, as further provided below.

(b) ***Regulatory and Calculated Dimensions.*** Stall width, stall length, and aisle width, as shown in Table 8.2.3-1, are regulatory. Other dimensions shown in Table 8.2.3-1 are calculated from these required dimensions and are provided for convenience.

(b) ***Stall Width and Length.*** As indicated in Table 8.2.3-1, the required minimum stall width and length for various parking angles are as set forth below. ~~Compact spaces with an eight-foot width and 16-foot length are permitted for up to 33 percent of the required spaces.~~

(A) *Width.* For parking angles of more than 30 degrees the required minimum stall width is eight feet six inches. For parking angles of 30 degrees or less, the required minimum stall width is eight feet.

(B) *Length.* For all parking angles other than parallel parking, the required minimum stall length is 18 feet. For parallel parking, the required minimum stall length is 20 feet.

(b) ***Aisle Width for Parking Angles Not Shown.*** For parking angles not shown in Table 8.2.3-1, the required aisle width shall be interpolated from the values in the table. For example, for a parking angle of 70 degrees, which is two-thirds of the increment between 60 degrees and 75 degrees, the required one-way aisle width is 18 feet eight inches, which is two-thirds of the increment between the required aisle widths for 60-degree parking and 75-degree parking, 16 feet and 20 feet respectively**.**

(b) ***Alternate Maneuvering Aisle and Parking Space Widths.*** For parking angles equal to or greater than 45 degrees and less than 90 degrees, one-way aisle width may be decreased by three inches for each one-inch increase in stall width, up to a maximum stall width of nine feet two inches. For 90-degree parking, one-way and two-way aisle width may be decreased by three inches for each one-inch increase in stall width, up to a maximum stall width of nine feet two inches and a minimum aisle width of twenty-two feet.

(b) ***Two-Way Modules.*** Table 8.2.3-1 provides the dimensions for parking modules with one-way traffic. For parking modules with two-way traffic, add the difference in width between a two-way aisle and a one-way aisle. For example, for a two-way module with a parking angle of 45-degrees, add eight feet, which is the difference between a two-way aisle (20 feet) and a one-way aisle (12 feet).

(b) ***Overhang.*** Parking stall lengths, except for parallel spaces, may be reduced by two feet where the parking stall is designed to abut a landscaped area a minimum of five feet wide, such that the front of the vehicle can overhang the landscaped area.

(b) ***Spaces Abutting Walls or Posts.*** For each side of a parking space abutting a wall or post, an additional foot of width shall be required.

Figure 8.2.3-1: Parking Layout

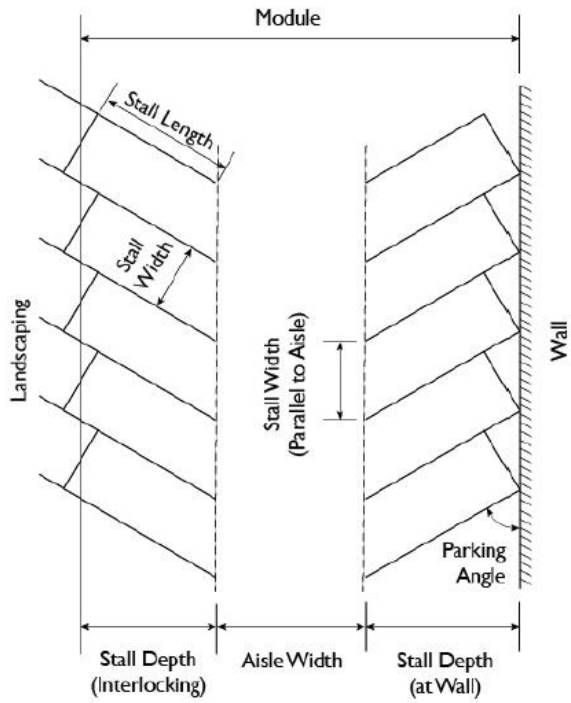


Table 8.2.3-1: Parking Dimensions

Parking Angle	Regulatory				Calculated for Reference					
	Stall Width	Stall Length	Aisle Width		Stall Width Parallel to Aisle	Stall Depth		Module (one-way)		
			One-Way	Two-Way		Interlocking	At Wall	Non-Interlocking	Interlocking	Half-Interlocking [1]
Parallel	8′-0″	20′-0″	12′-0″	20′-0″	--	--	--	28′-0″	--	--
30°	8′-0″	18′-0″	12′-0″	20′-0″	16′-0″	12′-6″	15′-11″	43′-10″	36′-11″	40′-5″
45°	8′-6″	18′-0″	12′-0″	20′-0″	12′-0″	15′-9″	18′-9″	49′-6″	43′-6″	46′-6″
60°	8′-6″	18′-0″	16′-0″	20′-0″	9′-10″	17′-9″	19′-10″	55′-8″	51′-5″	53′-7″
75°	8′-6″	18′-0″	20′-0″	20′-0″	8′-10″	18′-6″	19′-7″	59′-2″	57′-0″	58′-1″
90°	8′-6″	18′-0″	24′-0″	24′-0″	8′-6″	18′-0″	18′-0″	60′-0″	--	--

[1] One side is interlocking and the other side is non-interlocking.

2.3.7 **Driveways and Access.** The layout and dimensions of off-street parking facilities shall be as set forth in Figure 8.2.3-1 and Table 8.2.3-1, as further provided below.

(b) ***Driveway Width.***

(A) Parking facilities containing fewer than 15 required parking spaces shall have only a single driveway of no less than nine feet and no more than 10 feet in width.

(B) Parking facilities containing 15 or more required parking spaces may have one lane driveways of no less than nine feet and no more than 10 feet in width, and two-lane driveways of no less than 18 feet and no more than 20 feet in width.

(b) ***Vehicle Flow.***

(A) Except for those serving four or fewer residential units, all parking areas shall be designed so that a motor vehicle leaving the parking area will enter the public right-of-way traveling in a forward direction.

(B) Parking areas shall be designed so that a vehicle will not have to enter a public right-of-way to move from one location to another within the parking area.

(b) ***Semi-Circular Driveways.***

(A) Notwithstanding the requirements in Section 8.2.4(c)(1), R-1 and R-2 Zones, semi-circular driveways may be permitted in Single (R-1) or Duplex Residential (R-2) Districts, provided all of the following minimum property standards/requirements are met:

Table 8.2.3-2: Semi-Circular Driveways	
Maximum percentage of allowed hardscape between the front of the dwelling and the front property line	35%
Minimum Lot Size	10,000 sq ft
Minimum Lot Frontage on Street	100 ft
Minimum Setback of Dwelling to Front Property Line	35 ft
Maximum Width of Semi-Circular Driveway	12 ft
Maximum allowed cross slope between the front of the dwelling and the front property line	10%
Access Opening From Street	10-12 ft

(a) A maximum of two curb cuts and maximum sum total of 29 lineal feet for said curb cuts per property shall be permitted in conjunction with a semi-circular driveway.

(b) Semi-circular driveways shall not count towards the satisfaction of required parking for the subject property.

(c) No portion of a semi-circular driveway shall be located within the required side yard setback area for the property.

(d) Semi-circular driveways shall not be allowed to span or be connected to both street frontages on corner lots.

(e) Establishment, replacement, or modification of a semi-circular driveway shall be subject to the Building and Encroachment Permit processes for the City. A landscape plan shall be required as part of the permit.

(f) Any new or replaced semi-circular driveway shall be constructed with a permeable surface.

(g) No permanent or temporary structures shall be permitted to be located on a semi-circular driveway.

(h) Recreational vehicles, trailers, camper shells, boats, boat or personal watercraft trailers, or any combination thereof shall not, at any time, be parked or located on a semi-circular driveway.

(i) Abandoned, wrecked, dismantled, inoperative or unregistered motor vehicles, vans, minivans, pickup trucks or similar vehicles shall not, at any time, be parked or stored on a semi-circular driveway.

Any modification from these standards/requirements is subject to the procedure and findings in ~~Section 8.3 and~~ Section 10.

2.3.7 **Surface.** All outdoor parking spaces, driveways, and maneuvering areas shall be designed, built and permanently maintained to avoid dust, mud and standing water and to maximize permeability, where feasible and appropriate. These surfaces may include traditional asphalt and concrete as well as pervious pavements, sand-set pavers, and supported turf systems. A combination of surfaces may be used; for example, two track driveways of concrete strips with pervious areas between the strips and on the edges.

(b) ***Cross-grades.*** Cross-grades shall be designed for slower stormwater flow and to direct stormwater toward landscaping, bio-retention areas, or other water collection/treatment areas.

(b) ***Landscaping Alternative.*** Up to two feet of the front of a parking space as measured from a line parallel to the direction of the bumper of a vehicle using the space may be landscaped with ground cover plants instead of paving.

(b) ***Permeable Paving.*** Permeable paving, sand-set pavers, supported turf systems, and vegetation shall be used in all overflow parking areas and installed in accordance with manufacturer recommended specifications.

(b) ***Turf Grids/Grassy Pavers.*** Turf grids/grassy pavers shall be installed in areas of low traffic or infrequent use wherever feasible.

2.3.7 **Striping and Marking.** In all parking facilities with four or more spaces, each parking space shall be clearly striped with paint or similar distinguishable material, except that the Director may approve alternate means of marking spaces.

2.3.7 **Perimeter Curbing.** A six-inch wide and six-inch high concrete curb shall be provided along the outer edge of the parking facility pavement, except where said pavement abuts a fence or wall. Curbs separating landscaped areas from parking areas shall be designed to allow stormwater runoff to pass through.

2.3.7 **Separation from On-Site Buildings**. Parking areas must be separated from the front and side exterior walls of on-site buildings by walkways a minimum of four feet in width. Commercial buildings with 10,000 square feet or more of gross floor area must be separated from on-site parking on all sides by a walkway a minimum of five feet in width, as well as a planter area at least three feet in width. These requirements do not apply to parking areas containing five or fewer spaces.

2.3.7 **Vertical Clearance.** All covered parking shall have a minimum vertical clearance of seven feet and six inches except for spaces in parking lifts, the minimum vertical clearance for parking for persons with disabilities shall be as required by the Building Code.

2.3.7 **Tandem Parking.** Required parking may be arranged as tandem spaces, provided that pairs of spaces in tandem are assigned to the same residential unit or to employees of the same nonresidential establishment, or that a full-time parking attendant supervises the parking arrangements during periods of peak demand for the uses served. The required stall width, stall length, and aisle width shall apply to tandem spaces, except that the stall length shall be doubled for each pair of tandem spaces.

2.3.7 **Parking Lifts.** Required parking may be provided in parking lifts; provided, that if it is necessary to remove one vehicle from the lift to access another vehicle, the parking shall be subject to the provisions applicable to tandem parking. Parking lifts allowing each vehicle to be independently accessed have no such restrictions. The dimensional standards for 90-degree parking shall apply to parking lifts, including the requirement for an aisle of 24 feet. Exterior parking lifts shall be screened from public view.

2.3.7 **Landscaping and Screening**. Uncovered Parking Areas. Landscaping of parking areas shall be provided and maintained as follows.

(b) ***Landscape Area Required.*** A minimum of 10 percent of the interior of any parking lot area shall be landscaped.

(b) ***Minimum Planter Dimension.*** No landscape planter that is to be counted toward the required landscape area shall be smaller than 25 square feet in area, or four feet in any horizontal dimension, excluding curbing.

(b) ***Layout.*** Landscaped areas shall be well-distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:

(A) Landscaped planting strips at least four feet wide between rows of parking stalls

(B) Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways

(C) Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and

(D) On-site landscaping at the parking lot perimeter.

(b) ***Required Landscaped Islands.*** A landscaped island at least six feet in all interior dimensions and containing at least one 15-gallon-size tree shall be provided at each end of each interior row of parking stalls and between every six consecutive parking stalls.

(b) ***Landscaped Buffer for Open Parking Adjacent to Right-of-Way.*** A landscaped area at least five feet wide shall be provided between any surface parking area and any property line adjacent to a public street, unless a different dimension is specified in the base district standards applicable to a site.

(b) ***Landscaped Buffer for Open Parking Abutting Interior Lot Line.*** A landscaped area at least three feet wide shall be provided between any surface parking area and any adjacent lot for the length of the parking area.

(b) ***Trees.***

(A) Number Required. One for each five parking spaces.

(B) Distribution. Trees shall be distributed relatively evenly throughout the parking area.

(C) Species. Tree species shall be selected from a list maintained by the City.

(D) Size. All trees shall be a minimum 15-gallon size with a one-inch diameter at 48 inches above natural grade.

(E) Minimum Planter Size. Any planting area for a tree must have a minimum interior horizontal dimension of five feet. Additional space may be required for some tree species.

(b) ***Protection of Vegetation.***

(A) Clearance from Vehicles. All required landscaped areas shall be designed so that plant materials, at maturity, are protected from vehicle damage by providing a minimum two-foot clearance of low-growing plants where a vehicle overhang is permitted, or by wheel stops set a minimum of two feet from the back of the curb.

(B) Planters. All required parking lot landscaping shall be within planters bounded by a concrete curb at least six inches wide and six inches high.

Curbs separating landscaped areas from parking areas shall be designed to allow stormwater runoff to pass through.

(b) ***Visibility and Clearance.*** Landscaping in planters at the end of parking aisles shall not obstruct driver's vision of vehicular and pedestrian cross-traffic. Mature trees shall have a foliage clearance maintained at eight feet from the surface of the parking area. Other plant materials located in the interior of a parking lot shall not exceed 30 inches in height.

2.3.7 **Landscaping for Parking Structures.**

(b) ***Landscaped Buffer for Parking Structure.*** A parking structure that does not incorporate ground-floor nonresidential or residential use or is not otherwise screened or concealed at street frontages on the ground level, must provide a landscaped area at least 10 feet wide between the parking garage and public street.

(b) ***Residential Districts and Institutional Premises.*** All open automobile parking areas containing more than four parking spaces shall be effectively screened on each side adjoining or fronting on any property situated in a Residential District or any institutional premises by a wall, fence or densely planted compact hedge not less than four feet nor more than six feet in height. Such required screening shall conform with the front and side yard setback requirements of the district in which the parking is located.

(b) ***Parking Structure Rooftop Planting.*** Uncovered parking on the top level of a parking structure shall have rooftop planters with a minimum dimension of 24 inches around the entire perimeter of the top floor.

2.3.7 **Screening.** To the extent feasible, new parking areas should~~all~~ be screened from public streets and adjacent lots in a more restrictive district, according to the following standards.

(b) ***Height.*** Screening of parking lots from adjacent public streets shall be three feet in height. Screening of parking lots along interior lot lines that abut residential districts shall be six feet in height, except within the required front setback of the applicable zoning district, where screening shall be three feet in height.

(b) ***Materials.*** Screening may consist of one or any combination of the methods listed below.

(A) Walls. Low-profile walls consisting of brick, stone, stucco, or other quality durable material and including a decorative cap or top finish as well as edge detail at wall ends. Plain concrete blocks are not allowed as screening wall material unless capped and finished with stucco or other material.

(B) Fences. An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.

(C) Planting. Plant materials consisting of compact evergreen plants that form an opaque screen. Such plant materials must achieve a minimum height of two feet within 18 months after initial installation.

(D) Berms. Berms planted with grass, ground cover, or other low-growing plant materials.

2.3.7 **Lighting.** Except for those facilities serving four or fewer residential units, all open parking areas shall be provided with exterior lighting meeting the following minimums:

(b) The lighting system shall provide not less than one footcandle and not more than five footcandles overall average illumination with a minimum of one-fourth footcandles on the parking surface.

(b) All lighting shall be on a time clock or photo-sensor system so as to be turned off during daylight hours and during any hours when the parking area is not in use. This requirement does not apply to security lighting.

(b) All parking area lighting shall meet applicable energy efficiency requirements of the Building Code.

(b) All lighting shall be designed to confine direct rays to the premises. No light fixture shall emit any direct light above a horizontal plane through the fixture. No spillover beyond the lot line shall be permitted, except onto public thoroughfares.

2.3.7 **Electric Vehicle Charging Stations.** The number of required electric vehicle (EV) charging stations shall be consistent with the number required by applicable Building Code(s) and the City's Reach Codes at the time of permit application. ~~In parking facilities containing 20 or more spaces serving new multi-unit development of 10 units or more, new nonresidential development of 10,000 square feet or more, or establishment of a new use, change in use, or change in operational characteristics in a building that is 10,000 square feet or more in size that results in an average daily trip increase of more than 10 percent of the current use based on the most recent Institute of Traffic Engineers (ITE) trip generation rates, at least five percent of parking spaces shall be electric vehicle (EV) charging stations.~~ These spaces may be counted towards parking requirements.

(b) **Size.** Electric vehicle charging stations shall be the same size as other spaces, and electric vehicle charging equipment shall not reduce the size of the space.

(b) **Signage.**

(A) Each electrical vehicle charging station shall be clearly marked with a sign reading "Electrical Vehicle Charging Station" and the associated California Vehicle Code restrictions, and only a vehicle that is connected for electric charging shall be allowed to park in the stalls or spaces so designated.

(B) The provisions of Section 23, Signs, and Section 23A, Signs on Public Property, shall apply except as provided in Section 8.2.3(n)(2)(A).

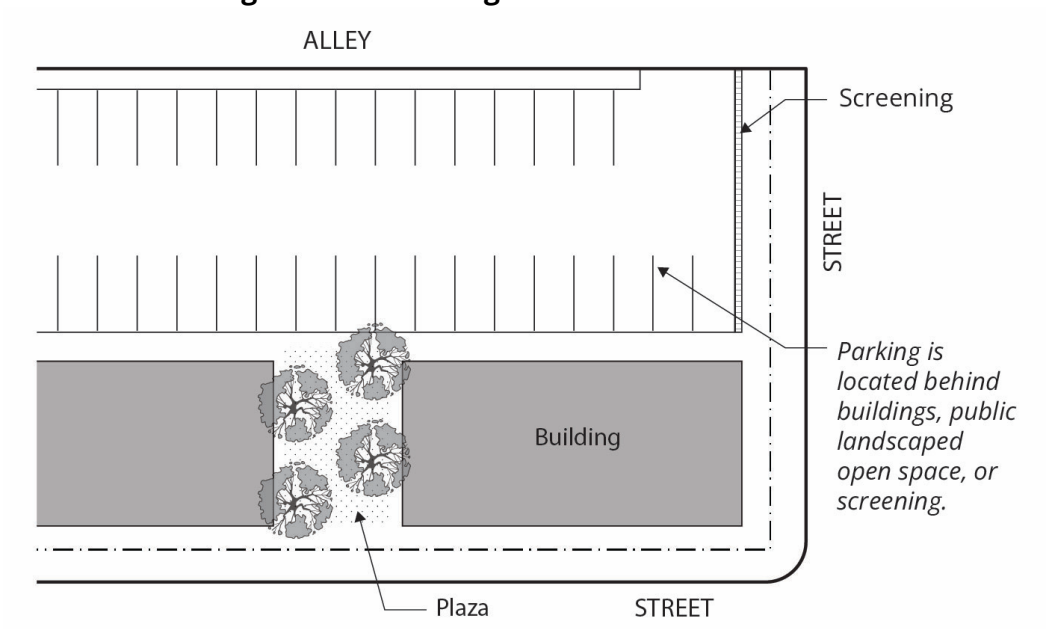
(b) **Equipment.** Electrical vehicle charging stations must be wired for a minimum of 240 volts and 32 amps, designed to allow for future provision of higher amperage conduit, equipped with electrical outlets, and may also be equipped with card readers, controls, connector devices and other equipment, as necessary for public use.

2.4.11 LOCATION OF REQUIRED SPACES

2.4.7 **Location.** Parking shall be located either underground, or behind habitable, landscaped, or public plaza space or otherwise appropriately screened from view from a public street. For purposes of this requirement, alleys are not considered public streets. Parking is not permitted to be located between a public street and a building, except on corner lots, if approved as a modification to development standards in accordance with Section 8.3.

2.4.7 **Non-residential Uses.** Required parking spaces serving commercial, office, and other non-residential uses shall be located on the same lot as the use they serve, or in an off-site parking facility as provided in Subsection 8.2.5~~31.6.5~~, Off-site Parking Facilities.

Figure 8.2-4: Parking Location



2.4.7 **Residential Uses.**

(b) *R-1 and R-2 Zones.* For uses in a Single (R-1) or Duplex Residential (R-2) District, the following standards apply:

(A) Parking and garage space accessory to dwellings shall be located on the same site as the use served;

(B) Uncovered parking spaces may extend into the unused portion of the right-of-way up to the outside edge of street improvements, such as sidewalk, provided they would not obstruct any existing or possible future street improvements that are necessary for public use (i.e., future sidewalk, curb or gutter installation, utility needs, etc.), as determined by the Public Works Director;

(C) A required driveway area for a single or duplex residential dwelling, provided minimum stall dimensions as required Table 8.2.3-1: Parking Dimensions, are met, may be used to satisfy the off-street uncovered parking requirement for such use(s);

(D) Paving between the front of the dwelling and the front property line shall be limited to required driveways and one paved walkway to the front building entrance, of no more than 48 inches in width.

2.4.7 All other Residential Zones. Required parking for residential uses shall be located on the same lot as the dwelling served, or in a common parking area not more than 400 feet from the dwellings served. Parking shall not be located within a required front setback area or yard or street-facing side setback area or yard.

2.5.11 OFF-SITE PARKING FACILITIES. A parking facility serving one or more non-residential uses located on a site other than the location of the use(s) may be used to satisfy the use's on-site parking requirement so long as the parking is available under an enforceable parking agreement and approved by the Director if the standards of this subsection are met.

2.5.7 **Location**. Any off-site parking facility must be located within 1,000 feet, along a pedestrian route, of the principal entrance containing the use(s) for which the parking is required.

2.5.7 **Parking Agreement.** A written agreement between the landowner(s) and the owner of the use in a form satisfactory to the City Attorney and recorded against the parking lot property in favor of the use property, which includes:

(b) A guarantee among the landowner(s) for access to and use of the parking facility; and

(b) Reasonable notice provisions so that replacement spaces can be secured if use of the off-site parking facility is terminated.

8.3 PARKING EXCEPTIONS, REDUCTIONS AND ALTERNATIVE COMPLIANCE. The number of required on-site motor vehicle parking spaces may be modified in accordance with the provisions of this Subsection through the modification to development standards review process.

2.6.113.1.11 Parking AnalysisPARKING ANALYSIS. In order to evaluate a proposed project's compliance with any the criteria within Section 8.3, the Community Development Director may require submittal of a parking analysis prepared by an independent traffic engineering professional approved by the City that substantiates the basis for granting any exception, reduction, and/or alternative compliance.

2.7.113.2.11 PARKING SPACES BELOW THE MINIMUM. To provide less than the minimum number of private parking spaces allowed by Table 8.2-1 or Table 8.2-2, the Director/ZoningCommunity Development Director Administrator must make the following findingsmay approve the reduction, subject to the following criteria:

3.2.7 The subject property is not zoned R-1;

2.7.73.2.7 That adequate measures will be put in place through a Transportation Demand Management (TDM) program, as required by Section 8.67, Transportation Demand Management,to the satisfaction of the Community Development Director to reduce parking demand, such as promoting use of public transit, bicycling, and walking, and allowing modified working hours and telecommuting; and

3.2.7 That the reduction or elimination of the required parking spaces will not substantially reduce the availability of on-street parking for the occupants of nearby commercial and, or residential buildings.The use will adequately be served by the proposed parking; and,

3.2.7 The use proposed is compatible with the surrounding area and would enhance development in the vicinity.

2.8.113.3.11 REDUCTION FOR SHARED PARKING**.** Where a shared parking facility serving more than one use will be provided, the total number of required parking spaces may be reduced, if the Planning Commission finds that all of the following are trueby the Director/Zoning AdministratorCommunity Development Director, subject to the following criteria:

2.8.73.3.7 The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;

2.8.73.3.7 The adequacy of the quantity and efficiency of parking provided will equal or exceed the level that can be expected if parking for each use were provided separately;

2.8.7 A parking demand study prepared by an independent traffic engineering professional approved by the City supports the proposed reduction; and

3.3.7 In the case of a shared parking facility that serves more than one property, a parking agreement has been prepared consistent with the provisions for Off-site Parking Facilities.

3.3.7 The use will adequately be served by the proposed parking; and,

3.3.7 The ~~Director/Zoning Administrator~~Community Development Director finds that the use proposed is compatible with the surrounding area and would enhance development in the vicinity.

~~2.9.11 REDUCTIONS WITH A PARKING DEMAND STUDY. Required parking for any use may be reduced if a parking demand study has been submitted that substantiates the basis for granting the reduced number of spaces and that:~~

~~2.9.7 The use will adequately be served by the proposed parking; and,~~

~~2.9.7 Parking demand generated by the project will not exceed the capacity of or have a detrimental impact on the supply of on-street parking in the surrounding area.~~

~~2.9.7 There appears to be adequate on-street parking available in the immediate vicinity of the proposed use.~~

~~2.9.7 No physically feasible method appears available for the applicant to meet the standards in the vicinity of the proposed use.~~

~~2.9.7 The Commission finds that the use proposed is compatible with the surrounding area and would enhance development in the vicinity.~~

~~2.10.11~~3.4.11 PARKING SPACES ABOVE THE MAXIMUM. To provide more than the maximum number of private parking spaces allowed by Table 8.2-1 or Table 8.2-2, the ~~Director/Zoning Administrator~~Community Development Director ~~must make one of the following findings~~may approve the increase in parking spaces above the maximum, subject to the following criteria:

~~2.10.7~~ ***For Excess Parking not Intended to be Shared.*** That the applicant has ~~convincingly~~ demonstrated that the additional parking is required to meet the anticipated parking demand of the proposed uses and that the additional parking will not adversely affect transit, bicycle, or pedestrian access to the site or other adjacent uses.

~~2.10.7~~ ***For Excess Parking to be Shared.*** That all such excess spaces are designed and operated to be shared and publicly accessible parking spaces available for public use at any time. Property owners may charge an hourly, daily, or monthly fee for use of any such public access parking provided in excess of the maximum off-street parking limits of this subsection.

~~2.11.11~~3.5.11 ALTERNATIVE COMPLIANCE.

~~2.11.7~~3.5.7 **Alternative Parking and Loading Plan.** Where an applicant can demonstrate to the satisfaction of the ~~Planning Commission~~Community Development Director~~/Zoning Administrator~~ that variations in the standards or

dimensions otherwise required by this section are warranted for uses with unique needs, an alternative parking area design and loading plan may be allowed. with approval of a conditional use permit. To grant such a conditional use permit, the Planning Commission exception the Director/Zoning Administrator Community Development Director must make of the following findingsmay approve the alternative parking and loading plan, subject to the following criteria:

(b) That the applicant has convincingly demonstrated that the alternative plan is a superior solution and the requested modifications in the design standards are warranted; and

(b) That the alternative parking arrangement will be in place at all times during operation of the principal uses to be served by the parking.

3.5.7 **Valet Parking Permit.** The Community Development Director can establish an administrative process to consider a Valet Parking permit. Valet Parking Permits may be issued as a means of satisfying all or a portion of the off-street parking requirement. Valet parking may be used to accommodate more parking spaces on the site of the principal use served by the parking than could be accommodated in conformance with the design standards of this section. It may also be used to provide off-site parking. The Director/Zoning AdministratorCommunity Development Director may issue a Valet Permit upon finding that the valet parking shall not cause interference with the public use of rights-of-way or imperil public safety.

8.38.4 BICYCLE PARKING

3.1.114.1.11 MINIMUM. Two short-term (Class 2) bicycle parking spaces are required per site plus the following:

3.1.74.1.7 **Multi-family Residential Uses**. 1 additional Class 1 space per 20 units;

3.1.74.1.7 **Retail and Service Uses.** For buildings over 10,000 square feet gross floor area, 1 additional short-term (Class 2) space and 1 additional long-term (Class 1) space per incremental 10,000 square feet occupied by tenants with more than 2,500 square feet of space; and

3.1.74.1.7 **Office Uses.** 1 additional short-term (Class 2) space per 20,000 square feet, and 1 additional long-term (Class 1) space per incremental 5,000 square feet.

3.1.74.1.7 **Exemptions for Small Sites.** The Director may grant an exemption from the bicycle parking requirement for sites with less than 10,000 square feet if on-street (Class 2) public bicycle parking is provided on the block face.

3.2.114.2.11 LONG-TERM (CLASS 1) BICYCLE PARKING. Long-term bicycle parking must be located on the same site as the use it serves, and shall be in an enclosed bicycle locker, or a fenced, covered, and locked bicycle storage area.

3.3.114.3.11 SHORT-TERM (CLASS 2) BICYCLE PARKING.

~~3.3.7~~4.3.7 Short-term bicycle parking shall be located within 100 feet of the primary building entrance and shall be visible from the street or from the main building entrance. Shared bicycle parking facilities are encouraged, when in compliance with these standards.

~~3.3.7~~4.3.7 Bicycle parking shall be located on private property, unless the Public Works Director approves an encroachment permit for bicycle parking within the public right-of-way. Any bicycle parking in the right-of-way shall be located in the curb zone; a minimum of four feet width of clear sidewalk or 10 feet width of public alley shall remain unobstructed for pedestrian or vehicle uses.

~~3.4.11~~4.4.11 STANDARDS FOR ALL BICYCLE PARKING.

~~3.4.7~~4.4.7 **Class 1 Long-Term Bicycle Parking Spaces.** Class 1 spaces shall be located with direct access for bicycles without requiring use of stairs. The location of such spaces shall allow bicycles users to ride to the entrance of the space or the entrance of the lobby leading to the space. The design shall provide safe and convenient access to and from bicycle parking facilities. Use of elevators to access Class 1 spaces shall be minimized. In residential buildings, Class 1 space shall not be provided within dwelling units, on balconies, or in required outdoor living area. Class 1 bicycle parking shall be located:

(b) On the ground floor within 100 feet of a major entrance to the lobby. There shall be either:

(A) Convenient access to and from the street to the bicycle parking space and another entrance from the bicycle parking space to the lobby area, or

(B) A minimum five foot wide hallway or lobby space that leads to the bicycle parking entrance, where direct access to bicycle parking space from the street does not exist. Such access route may include up to two limited constriction points, such as doorways, provided that these constrictions are no narrower than three feet wide and extend for no more than one foot of distance.

(b) In a structured parking facility, on the first level of automobile parking either above or below grade, near elevators or other pedestrian entrances to the facility.

~~3.4.7~~4.4.7 **Class 2 Short-Term Bicycle Parking Spaces.** Class 2 spaces shall be located, as feasible, near all main pedestrian entries to the use to which they are accessory. Class 2 bicycle parking may be on a sidewalk or in place of an on-street auto parking space, within 100 feet of a main entry to the building. If existing Class 2 bicycle parking in the required quantities already exists in a public right-of-way immediately fronting a project site, and such spaces are not satisfying bicycle parking requirements for another use, such parking shall be deemed to meet the Class 2 requirement for that project.

(b) **Design and Installation.**

(A) A bicycle parking space shall be in a paved, level, drained, lighted area with access to a right-of-way without the use of stairs, and shall consist of either:

(i) One side of a securely fixed rack element that supports the bicycle upright by its frame, prevents the bicycle from tipping over, and allows the frame and at least one wheel to be locked to the rack element with one lock;

(ii) For Class 1 long-term parking only, a bicycle locker constructed of theft-resistant material with a lockable door that opens to the full width and height of the locker. Bicycle lockers shall be weather-proof if exposed to the elements; or

(iii) For Class 1 long-term bicycle parking only, wall-mounted racks or wall- or ceiling-mounted hooks so that bicycles may be hung vertically.

(B) Each bicycle parking space shall be no less than 15 inches wide, by six feet deep, with an overhead clearance of no less than seven feet. This can be satisfied by placing racks, each of which supports two bicycles, 30 inches apart.

(C) Each row of bicycle parking spaces shall be served by an aisle no less than four feet wide. Rack elements must be placed two feet from walls, fences or curbs.

(D) Required bicycle parking may not be tandem; parking or removing a bicycle shall not require moving another parked bicycle.

(E) Bicycle rack elements shall be fixed, securely anchored to the ground or to a structure by means that resist tampering or removal. Bicycle locker edges shall be secured with no exposed fittings or connectors. The Director may specify preferred installation methods, such as, but not limited to, embedded mounting in poured-in-place concrete, recessed bolt heads or grouted-in anchoring.

(b) **Location.**

(A) Direct access from the bicycle parking to the public right-of-way shall be provided by means of access ramps, if necessary, and pedestrian access from the bicycle parking area to the building entrance shall also be provided.

(B) Where bicycle parking is not directly visible and obvious from the right-of- way, signs shall be provided, except that directions to long-term bicycle parking may be posted or distributed by the building management, as appropriate.

(C) Bicycle parking must be separated from automobile parking by a sufficient distance to prevent damage from moving automobiles or their loading and unloading.

(D) All long-term bicycle parking areas must be equipped with at least one electrical outlet that supports e-bike charging.

(E) Bicycle parking may be provided inside a building provided it is easily accessible from a building entrance and a bicyclist does not have to use stairs to reach it.

(F) The placement of bicycle parking, bicycle rack elements and bicycle lockers shall not interfere with pedestrian circulation.

~~3.5.11~~4.5.11 REMOVAL OF ABANDONED BICYCLES. Property owners shall remove abandoned bicycles from short-term and long-term parking associated with their property on a quarterly basis after posting a notice of removal warning on such bicycles for one month. This requirement shall not preclude provision of seasonal bicycle storage.

~~8.4~~8.5 LOADING REQUIREMENTS

NUMBER OF SPACES REQUIRED. The off-street loading requirements are specified in Table 8.5-1 below.

Table 8.5-1: LOADING REQUIREMENTS		
Use Type	*Number of Spaces*	*Size (See Sec. 8.5.2 below)*
Residential Use Types		
Multi-Unit		
Less than 50 units	none	
50 to 149 units	1	small
150 units, or more	2	small
Commercial and Institutional Use		
Offices – All		
Less than 25,000 gross square feet	none	
25,000 to less than 100,000 gross square feet	1	medium
100,000 or more	2	medium
Research and Development Facilities		
10,000 to 99,999 gross square feet	1	medium
100,000 to 199,999 gross square feet	2	medium
200,000 or more	3	medium

All Other		
Less than 10,000 gross square feet	none	
10,000 to less than 20,000 gross square feet	1	medium
20,000 to less than 40,000 gross square feet	2	medium
40,000 to less than 80,000 gross square feet	2	large
Each additional 40,000 gross square feet or fraction of one-half or more thereof	1	large

~~4.1.11~~5.1.11 SIZE OF SPACES. The size of each type of loading space shall be as follows:

~~4.2.11~~5.2.11 Small. Small loading spaces shall have a width of no less than 10 feet, a length of no less than 25 feet, and a vertical clearance of no less than eight feet

~~4.3.11~~5.3.11 Medium. Medium loading spaces shall have a width of no less than 12 feet, a length of no less than 35 feet, and a vertical clearance of no less than 14 feet.

~~4.4.11~~5.4.11 Large. Large loading spaces shall have a width of no less than 12 feet, a length of no less than 50 feet, and a vertical clearance of no less than 14 feet.

~~4.5.11~~5.5.11 MODIFICATIONS. In approving a project, the Director or the Planning Commission, as the case may be, may modify the number and size of loading spaces required because of the nature of the use or the design of the project.

~~4.6.11~~5.6.11 MANEUVERING AREAS. All off-street loading spaces shall be designed and located so that there is sufficient off-street maneuvering area to accommodate vehicles using the loading spaces. Maneuvering areas shall be designed to accommodate the largest vehicle intended to use the loading spaces and shall not be encumbered by parking stalls or physical obstructions.

~~4.7.11~~5.7.11 SURFACE AND MAINTENANCE. Loading spaces and the maneuvering areas and driveways serving them shall be paved and maintained with concrete, asphalt, or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights; graded for drainage; and maintained in good condition free of weeds, dust, trash, and debris.

~~4.8.11~~5.8.11 LOCATION.

~~4.9.11~~5.9.11 Loading spaces shall be located on the same lot on which the use for which they are required is located, except that, upon the granting of a conditional use permit, loading spaces may be provided in a common loading area serving multiple adjacent uses and located on an adjacent lot within 300 feet of the lot on which the use requiring the loading spaces is located. To grant such a conditional use permit, the Planning Commission shall make the following findings in addition to the findings otherwise required:

~~4.10.11~~5.10.11 That the common loading area results in a more efficient design than individual loading areas serving each use separately;

~~4.11.11~~5.11.11 That the total number of loading spaces provided in the common loading area is no less than the number of loading spaces that would be required if the uses served were located in a single facility; and

~~4.12.11~~5.12.11 That the common loading area will be in place at all times during operation of the principal uses to be served by the loading spaces.

~~4.13.11~~5.13.11 No loading berth for vehicles over two tons in capacity shall be closer than 50 feet to any property in a Residential District unless completely enclosed by building walls, or a uniformly solid fence or wall, or any combination thereof, not less than six feet in height. No permitted or required loading berth shall be located within 25 feet of the nearest point of any street intersection.

~~4.14.11~~5.14.11 ACCESS TO TENANT SPACES SERVED BY LOADING SPACES. BUILDINGS served by loading spaces shall be designed such that there is a direct interior path of travel between the loading spaces and each tenant space served by the loading spaces of sufficient width and height to accommodate all material to be loaded and unloaded.

~~4.15.11~~5.15.11 AVAILABILITY AND UTILIZATION OF LOADING SPACES**.** All loading spaces shall be made readily available to pick-up and delivery vehicles during all hours when pick-ups and deliveries are allowed. Owners of property containing such loading spaces shall be responsible for advising drivers of pick-up and delivery vehicles of the location and hours of such loading spaces, shall require drivers to use such loading spaces, and shall not allow pick-up and delivery vehicles to be loaded in the public right-of-way.

~~4.16.11~~5.16.11 IDLING. Where adjacent to residential uses, vehicles may idle no longer than is reasonably necessary to load or unload passengers. Idling vehicles while goods are loaded or unloaded is prohibited.

~~4.17.11~~5.17.11 LANDSCAPING AND SCREENING. All loading spaces and the maneuvering areas and driveways serving them shall be landscaped and/or screened as required by this section.

~~4.18.11~~5.18.11 LIGHTING. All exterior loading spaces and the maneuvering areas and driveways serving them shall be provided with lighting meeting the minimums established for parking areas.

~~8.5~~8.6 TRANSPORTATION DEMAND MANAGEMENT. All projects subject to the requirements of the Belmont Transportation Demand Management Program (TDM). The Program's Report and Guidebook, summary information sheet, and application form are available at the Belmont Community Development Department and on the City's Community Development webpage.

Section 9 GENERAL REGULATIONS (partial, 9.5.4 only)

9.5.4 ACCESSORY BUILDINGS

(a) Accessory buildings as regulated herein are permitted in any district, if constructed either at the same time as the main building on the lot, or subsequently.

(b) In any R District, nonhabitable one story detached accessory buildings and accessory structures (i.e. garages and storage sheds) may occupy part, but not more than 40 percent, of the required yard areas; provided however, that no detached accessory building shall be located in front of the main building.

(c) Detached accessory dwelling units may occupy required yard areas, as provided in Section 24.

Section 10 PLANNING PROCEDURES (partial, 10.8 only)

10.8 REASONABLE ACCOMODATIONS. This Section provides a procedure to request reasonable accommodation for persons with disabilities seeking equal access to housing under the Federal Fair Housing Act and the California Fair Employment and Housing Act in the application of zoning laws and other land use regulations, policies and procedures, and establishes relevant criteria to be used when considering such requests.

10.8.1 **Applicability.** In order to make specific housing available to an individual with a disability, any person may request a modification or exception to the rules, standards and practices for the siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of his or her choice. A person with a disability is a person who has a physical or mental impairment that limits or substantially limits one or more major life activities, anyone who is regarded as having such impairment or anyone who has a record of such impairment. This Section applies only to those persons who are defined as disabled under the Federal Fair Housing Act and the California Fair Employment and Housing Act.

10.8.2 **Application Requirements.**

(a) An applicant may request an alternative application format if necessary to ensure accessibility.

(b) The applicant may be the person with the disability or his or her representative.

(c) The application must include:

(1) The basis for the claim that the individual is considered disabled under fair housing laws;

(2) The zoning provision, regulation or policy from which reasonable accommodation is being requested;

(3) An explanation why the reasonable accommodation is necessary to make the specific property accessible to the individual;

(4) Plans showing the details of the proposal.

(d) If the project for which the request for reasonable accommodation is being made also requires some ~~other~~ discretionary approval under this Ordinance (including but not limited to a conditional use permit, design review, ~~architectural control,~~ variance, or zoning amendment), the application for reasonable accommodation shall be submitted and reviewed at the same time as the related applications.

10.8.3 **Approval Authority.**

(a) If the application is filed without any accompanying application for another zoning entitlement, the ~~Zoning Administrator~~Community Development Director shall

make a written determination within 45 days and either grant, grant with modifications or deny a request for reasonable accommodation.

(b) If the application is filed with an application for another zoning entitlement, it shall be heard and acted upon at the same time and in the same manner as the other application, and shall be subject to all of the same procedures.

10.8.4 **Findings And Decision.**

(a) Any decision on an application under this Section shall be supported by written findings addressing the criteria set forth in this subsection. An application under this Section for a reasonable accommodation shall be granted if all of the following findings are made:

(1) The housing, which is the subject of the request, will be used by an individual disabled under the Federal Fair Housing Act and the California Fair Employment and Housing Act.

(2) The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Federal Fair Housing Act and the California Fair Employment and Housing Act.

~~(3) The requested reasonable accommodation would not impose an undue financial or administrative burden on the city.~~

~~(4)~~(3) The requested reasonable accommodation would not require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning.

~~(5) The requested reasonable accommodation would not adversely impact surrounding properties or uses.~~

~~(6)~~(4) There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the city's applicable rules, standards and practices.

(b) In granting a request for reasonable accommodation, the approving authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (a).

Section 13 DESIGN REVIEW

Editor's note: current through Ordinance 2020-1148

13.1 PURPOSE

(a) The regulations in Section 13 establish site plan and architectural design review processes for multi-family (three or more units), commercial and mixed uses that ensure development is attractively designed, potential aesthetic impacts are mitigated, and property owners have predictable design approval standards for development that are consistent with the location's planning framework. The multi-family and commercial design review processes in this Section do not apply to single family and duplex residential dwellings and their accessory structures which are governed by the process in Section 13A.

(b) The Design Review entitlement is focused on form and appearance. It is not a Use Permit which focuses on the compatibility of land uses.

13.2 DESIGN REVIEW REQUIREMENT

13.2.1 SCOPE

(a) Design Review approval under Section 13 ("Design Review") is required for all new structures and exterior alteration of structures not governed by Section 13A ("Single Family and Duplex Design Review) and Section 24 ("Accessory Dwelling Units")

(b) "Exterior alteration" includes replacing elements such as windows or doors and repainting or refinishing with design, elements, materials or colors different than previously approved.

13.2.2 REQUEST FOR DESIGN REVIEW

(a) Mandatory Pre-Application Meeting. A Design Review applicant must complete a pre-application meeting with planning staff before submitting an application for projects requiring Zoning Administrator, Planning Commission, or City Council approval.

(b) Application. To initiate Design Review, an applicant must submit an application in compliance with Section 10.4.

13.3 LANDSCAPE STANDARDS. The landscape standards under Section 13.3 apply to projects subject to Design Review unless the standards governing the particular use or district provide otherwise.

13.3.1 PROJECT REQUIREMENTS

(a) Landscape design features must occupy at least 10% of the gross site area unless the district regulations specify otherwise.

(b) Required landscape design features must consist of one or more of the following:

(1) Plantings of live plant materials.

(2) Large-scale sculptures, fountains and similar urban art related to building design.

(3) Specially designed plazas, courtyards, sitting areas or walkways.

(c) For new or substantially altered landscape plans, preferred tree and plant species identified in the City's preferred tree species list and the Green Infrastructure Plan, as applicable, must comprise at least 75% of the overall planting materials, except as required to meet water efficiency and vegetation management requirements. For the purposes of this subsection, "substantial alteration" means altering more than 50% of the site's total landscape area.

(d) Landscape plans must be consistent with the Water Efficiency in Landscape Ordinance (WELO), adopted by the City's water provider, Mid-Peninsula Water District (MPWD), as applicable.

(e) Unless specifically exempted by the Fire Marshal, properties within high or very high fire hazard severity zones must include vegetation management plans (VMP), as part of the landscape plan submittals.

(f) All landscaped areas including, but not limited to:~~,~~ lawns, shrub areas, ground cover areas, tree wells and raised or on grade planters must be equipped with a complete underground irrigation system.

(1) The system must be operated by an automatic time clock when the number of sprinkler control valves is five or more.

(2) When the landscaped areas are small or of such design as to warrant, in the judgment of the Community Development Director, the irrigation of all or some planting areas may be accomplished by quick coupler valves or hose bibs.

(g) All new surface parking lots must include landscaping and screening consistent with Sections 8~~A~~2.3(j) and 8~~A~~2.3(l), respectively.

13.3.2 LANDSCAPE PLANS.

(a) All landscape plans must be prepared by a landscape architect licensed by the State of California except for total landscaped areas of not more than 500 square feet.

(b) Landscape plans must show the existing and proposed features and information described below.

(1) Existing Features

(A) The location of existing trees, their common and botanical name, size, condition, disposition.

(B) Other natural features proposed to be retained on the site.

(2) Proposed Features.

(A) The location and design of proposed landscaped areas and the varieties of plant materials to be planted therein and all other landscape features.

(B) A complete description of materials, designs and colors for proposed features other than live plant materials.

(C) A planting pallet or table that lists the number of a particular type of plant, whether the plant is California native or locally acclimated, and the level of drought tolerance.

13.3.3 CONSTRUCTION PLANS. Adequate and appropriate irrigation construction plans, and specifications must be submitted as part of the building permit application unless the project is found by the Community Development Director to be small in scope and can be adequately described in written form.

13.3.4 MAINTENANCE. The applicant and property owner are responsible for maintenance of approved landscapes as follows.

(a) All new plantings of live plant material must be sufficient and properly irrigated.

(b) Diseased or dead plant materials must be replaced where the installation of such plant material was provided for in the application.

(c) All existing landscape design features to remain, and new proposed landscape features must be maintained in a viable and operable condition.

(d) Trees to be retained must be protected against injury during construction. Tree protection methods as outlined in " the City of Belmont Standard Tree Protection Measures," or as recommended by the project arborist and approved by the Community Development Director must be followed.

13.4 REVIEW PROCEDURE

13.4.1 Reviewing Authority. The Design Review entitlement reviewing authority for projects within the scope of Section 13.2 is specified in Table 13.4.

Table 13.4 - Design Review (DR) Authority Thresholds

Project Characteristics	Reviewing Authority
• Replacement, relocation, and addition of windows, doors, awnings, and other minor modifications not adding floor area. • Repainting of building exteriors, and modifications to previously approved exterior colors. • Modifications to landscaping and exterior lighting plans. • New Rooftop equipment and screens visible from off-site. • Modifications to existing parking lots (reconfiguration or expansion), not associated with expansion of the primary commercial, multi-family or mixed-use building on site. • Approval of signs under Section 23.11.3 in conjunction with replacement, relocation, or addition of windows, doors, awnings, and minor modification projects not adding floor area, which do not constitute a substantial exterior remodel. • Approval of a project that is defined as a "Housing Development Project" by the Housing Accountability Act (Government Code Section 65589.5(h)(2)) and is defined as "ministerial" or "by right" under State Law. • Approval of a project that is defined as a "Housing Development Project" by the Housing Accountability Act (Government Code Section 65589.5(h)(2)) and meets the criteria for an AB 130 Urban Infill Housing Development Project (Public Resources Code Section 21080.66).	Community Development Department (CDD)

Table 13.4 - Design Review (DR) Authority Thresholds

Project Characteristics	Reviewing Authority
• Additions to principal commercial~~, multi-family residential and mixed-use~~ buildings. • Additions to multi-family residential and mixed-use buildings not within CDD approval authority. • New or modified detached accessory structures on a developed property. • Modifications to existing parking lots (reconfiguration or expansion) associated with ZA level entitlement. • Modifications to circulation and parking and loading facilities for pedestrians, bicycles and motor vehicles on a previously approved development. • Modifications or amendments to a Tree Removal Permit (TRP) on a previously approved development; provided however, that the findings for approval of the TRP are made in the affirmative. • DR with other ZA level entitlements not related to a ministerial project or a project subject to PRC 21080.66	Zoning Administrator (ZA)
• New principal and accessory buildings not within CDD approval authority. • Modifications to existing parking lots (reconfiguration or expansion) associated with a PC level entitlement. • Approval of signs under Section 23.11.3 to be located on new buildings, building additions, or buildings undergoing substantial exterior remodels. • DR with other PC level entitlements not related to a ministerial project or a project subject to PRC 21080.66.	Planning Commission (PC)

13.4.2 ZONING ADMINISTRATOR PROCEDURE.

(a) Project Notice. The Zoning Administrator gives notice of intent to take action in the manner described in Section 10.1.3. The notice includes a general description of the project and its location in text or diagram, the proposed environmental determination and action, and a statement that the Zoning Administrator will take action on the project based on the written record unless an in-person meeting is

requested in writing within 10 days of the project notice date by a property owner within 300 feet of the project site.

(b) Meetings. If requested, the Zoning Administrator gives notice of in-person meetings in the same manner as project notice.

(c) Project Determination. The Zoning Administrator makes a Design Review entitlement determination after the project notice period expires, or if a meeting is requested, after the meeting.

(d) Referral. At any point before making a determination, the Zoning Administrator may refer a Design Review entitlement with a recommendation for determination to the Planning Commission.

13.4.3 PLANNING COMMISSION PROCEDURE. The Zoning Administrator gives notice that the Planning Commission will consider the Design Review entitlement at a meeting. The notice is given in the manner described in Section 10.1.3 and contains the information described in Section 10.1.5(a) for the project and meeting.

13.4.4 APPEALS.

(a) Design Review entitlement decisions are governed~~ment~~ by Section 10.11 except as follows.

(b) For CDD determinations, the applicant may appeal a Design Review determination to the Planning Commission. A decision on review by the Planning Commission is final unless appealed by the applicant.

(c) For ZA determinations, the applicant and a property owner within 300 feet of the project site may appeal the determination to the Planning Commission. The Planning Commission may either affirm the underlying determination or forward the appeal to the City Council with a recommendation to approve, approve with conditions, or deny the project.

(d) The City Council finds that the ~~ordinarilyily~~ Design Review determinations ordinarily made at the CDD level shown in Table 13.4 do not have the potential to substantially or significantly adversely affect the property rights of other property owners, and that Design Review determinations at the ZA level shown in Table 13.4 do not have the potential to substantially or significantly adversely affect the property rights of other property owners beyond neighboring property owners. The City Manager, in consultation with the City Attorney, may expand the scope of notice and opportunity to appeal from CDD or ZA level determinations if necessary due to facts peculiar to the proposed project to provide due process.

13.5 STANDARDS FOR APPROVAL

13.5.1 HOUSING DEVELOPMENT PROJECTS.

(a) The reviewing body must approve or conditionally approve Design Review for a project that is defined as a "Housing Development Project" by the Housing

Accountability Act (Government Code Section 65589.5(h)(2)) unless it makes one of the following findings supported by a preponderance of the evidence in the record:

(1) The project does not comply with all applicable objective general plan, zoning, subdivision and development standards including objective design review standards.

(2) The project would result in a specific adverse impact to public health and safety that cannot be feasibly mitigated without denying the project or reducing its density.

(b) As used in subsection (a), a "specific, adverse impact" is defined by Government Code Section 65589.5(j) and means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

13.5.2 OTHER DEVELOPMENT PROJECTS. The reviewing body may approve or conditionally approve Design Review for a project that is not defined as a "Housing Development Project" by the Housing Accountability Act (Government Code Section 65589.5(h)(2)) if it makes the following findings:

(a) City staff and consultants have provided technical review and conditions of approval are included, as applicable, regarding project-related traffic, parking, grading, drainage, storm-water runoff, sanitary sewer impacts, vehicular and pedestrian access, site circulation, site stability, structural encroachments, and construction impacts.

(b) The project is consistent with the landscape standards under Sections 13.3.1 as applicable.

(c) The project is consistent with the development standards in the underlying zoning district.

(d) The project is consistent with the objective design standards in Section 13.6 as applicable.

13.6 OBJECTIVE DESIGN STANDARDS. The objective design standards under Section ~~=~~13.6 apply to new or substantially modified buildings within the scope of Section 13.2 unless the regulations for the particular use or district provide otherwise. For the purposes of this Section, a substantial modification means an addition of, or an alteration to, more than 50% of exterior building walls of the existing building.

13.6.1 ~~General Design Standards~~ BUILDING DESIGN

~~(a) Building Design. Upper-story step-backs at the third floor and above:~~

(a) ~~For street-facing facades, the third story and above must be stepped back from the façade below by a minimum of eight feet for a minimum 70 percent of the length of the building.~~five feet.

(b) Buildings shall carry the same design theme on all elevations. For the purposes of this design standard, a theme includes primary (non-accent) materials and colors. Except in cases when the entire building is remodeled, building renovations and additions shall be consistent with the original structure in form, style, materials, and colors.

(c) Affordable units and market rate units in the same development shall be constructed of the same or similar exterior materials and details such that the units are not distinguishable.

(d) Buildings of three stories or greater must provide a ground floor elevation that is distinctive from the upper stories by providing a material change between the first floor and upper floors along at least 75% of the building façade with frontage upon a street, adjacent public park or public open space.

(e) Buildings of two stories or greater must include one or more articulating features (offsets, recesses, or projections) above the ground floor of the building for at least 50% of the primary frontage and corner street side frontage, and, for ~~if a~~ multifamily buildings in an R district, ~~also on~~ any elevation~~s~~ visible from ~~the~~ a public right-of-way, public park or public open space. The distance between features shall be no greater than 25 feet. When used, the minimum length and depth of these features shall be as follows:

(1) Projection, offset, or recess of the building wall must be at least one foot in depth~~,~~ and five feet in width.

(2) Projection of bow, greenhouse or garden windows must be at least eight inches in depth at the farthest point from the exterior walls of the building~~,~~ and five feet in width.

(3) Projection of bay windows must be at least 10 inches in depth measured at the farthest point~~,~~ and five ~~-~~feet in width.

(4) Projection of dormers must be at least two ~~-~~feet in depth measured at the farthest point from the exterior walls or roof surface of the building~~,~~ and four feet in width.

(5) Balconies and decks must be at least four feet in depth~~,~~ and five feet in width.

(6) Projected or recessed covered porch areas must be at least four ~~-~~feet in depth and width.

(f) In mixed-use and commercial building design, tenant-designed storefronts and associated outdoor spaces may have diverse styles that will not necessarily match the rest of the façade. However, individual tenant façade designs shall not span

vertically beyond the ground floor height of the building and there shall be elements of the tenant-designed frontages that unify its design as provided below.

~~(7)~~(1) Awnings and Marquees. When used, awnings and marquees on a multiple storefront building need not be identical in design but shall be located within the building elements framing storefront openings and shall be of the same height above the adjacent sidewalk. The rigid framework for awnings, and marquees shall be no lower than eight feet above the sidewalk under it.

~~(8)~~(2) Base Panel. When used, o~~O~~n a multiple storefront building, a base panel shall be provided across the entire width of the storefront bay and between the vertical elements framing the bay for all of the storefronts within the building. The base panels shall be 30" or lower, measured above the sidewalk.

~~(9)~~(3) Signage Band. When used, a horizontal band or frieze that could be used as a signage band shall be incorporated at the top of all of the storefronts within a multiple storefront building.

~~(f)~~(g) Blank walls on the ground floor (facades without doors~~,~~ or windows) shall be no greater than 25 feet in length along sidewalks, pedestrian walks, or publicly accessible outdoor space areas. Such blank wall areas shall include landscape screening (trees, shrubs, or green wall) for the entire length of the wall area at a minimum of 50% of the height of the wall. An exception to this standard may be granted by the reviewing authority when an alternative means is proposed that would articulate 50% or more of the affected building wall, or when a public art project or mural is approved, which separately or together extend along the entire length of the affected building wall.

(h) On multifamily buildings in R districts, window wall openings for garage ventilation must ~~shall include~~ screen~~s~~ ~~that obscure~~ the view of vehicles parked within the garage, as seen from public vantage points.

~~(g)~~(i) Rooflines shall be vertically articulated at least every 50 feet along the street frontage through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height or form.

~~Other design treatments, when used shall meet the following requirements:~~

~~(h)~~(j) Trim surrounds of no less than one inch in depth shall be provided at all exterior window and door openings. In lieu of exterior door and window trim, windows and doors may be recessed from wall plane by a minimum of two inches.

~~(i)~~(k) When used, b~~B~~elly bands, timbering and stone/brick base must be at least two inches in depth.

~~(j)~~(l) A minimum of 5/8-inch thickness is required for panel siding. For board and batten siding, the b~~B~~attens are required to be a minimum of 5/8-inch thickness. ~~incorporated into the design for a board and batten appearance.~~

~~(1) Rooflines shall be vertically articulated at least every 50 feet along the street frontage, through the use of architectural elements such as parapets, varying cornices, reveals, clerestory windows, and varying roof height or form.~~

13.6.2 ROOFTOP EQUIPMENT. All roof-top equipment shall be screened from visibility from the surrounding public vantage points (right-of-way, public trails, open space and parks). The point of view for determining visibility shall be five ~~5~~ feet above grade at the ground floor level of the building. If the roof structure does not provide this screening, an equipment screen shall be included in the building design. Said screen shall incorporate the same architectural design, colors, and materials as the building.

13.6.3 GROUND EQUIPMENT SCREENING. All exterior trash, recycling, and storage utility boxes, wood service poles, and electric and gas meters shall be screened from visibility from the surrounding public vantage points (right-of-way, public trails, open space and parks). Said screening shall incorporate the same architectural design, colors, and materials as the building, perimeter fencing, or landscaping.

13.6.4 REFUSE CONTAINERS. Refuse containers must be designed in accordance with the following standards:

(a) When individual garbage cans are used, they must either fit in the garage or into a special enclosure.

(b) When dumpsters are to be used, designers shall coordinate with the refuse pickup provider to determine the size and number of dumpsters required.

(c) All dumpster enclosures shall be a minimum of six feet tall~~,~~ and shall be sized to ~~allow adequate size to~~ accommodate the needed dumpsters and recycling containers.

(d) Dumpster enclosures shall be located so that no dwelling is closer than 20 feet (including those on abutting properties)~~,~~ or more than 100 feet from a residential unit. No minimum distance from dwellings is required if dumpsters are located within a fully enclosed room.

13.6.5 LIGHTING DESIGN. Lighting must be designed to provide the minimum lighting levels required for safety~~,~~ without undue glare off-site. ~~-~~All exterior lighting shall include fully cut-off fixtures in accordance with Section 2.72.1. Surface parking lot lighting shall be consistent with Section 8~~A~~2.3(m). Flood light, up-lighting, flashing, pulsating or similar dynamic lighting shall not be used. ~~–~~An exception to allow for up-lighting may be approved by the decision maker when a mural or public art project is approved that utilizes uses up-lighting.

13.6.6 COLOR OF EXTERIOR MATERIALS. Exterior building facades, roofing materials, fences, walls, and other structures visible from public vantage points shall be muted or earth-tone colors. ~~-~~Extreme colors and unpainted or untreated metallic surfaces shall not be used when visible from public vantage points. ~~-~~For the purposes of this section, extreme color shall be defined as unmuted primary colors, neon colors, and metallic colors. ~~-~~An exception ~~to this standard may be approved~~ by the reviewing authority ~~when a mural~~

~~or other public art project is approved~~can be considered in accordance with Section TBD.

~~13.6.2 ADDITIONAL DESIGN STANDARDS. The standards in Section 13.6.2 apply to multistory, mixed-use and commercial buildings except in R and HRO districts.~~

~~(a) The primary facade, which includes the upper floors, the ground floor entrance to the upper floors (lobby, etc.) and the supporting structural components of the upper floors which are present on the ground floor, shall carry the same design theme on all locations that are visible from public vantage points. For the purposes of this design standard, a theme includes materials and colors, and the design and relative location of architectural features such as windows, doors, signage, awnings, balconies, belly bands, trim elements, and ornamentation. Except in cases when the entire building is remodeled, building renovations and additions, either on the building as a whole or by individual tenants, shall not remove existing significant architectural features from the primary building façade.~~

~~(b) The secondary facade, which includes tenant designed storefronts and associated outdoor spaces may have diverse styles that will not necessarily match the architecture of the primary façade; however, individual tenant façade designs shall not span vertically beyond the ground floor height of the building, and there shall be elements of the secondary frontage that unify its design as provided below. Similar unifying elements shall be incorporated in single story, multiple storefront buildings.~~

~~(1) Awnings and Marquees. When used, awnings and marquees on a multiple storefront building need not be identical in design, but shall be located within the building elements framing storefront openings, and shall be of the same height above the adjacent sidewalk. The rigid framework for awnings, and marquees shall be no lower than eight feet above the sidewalk under it.~~

~~(2) Base Panel. On a multiple storefront building, a base panel shall be provided across the entire width of the storefront bay and between the vertical elements framing the bay for all of the storefronts within the building. The base panels shall be 30" or lower, measured above the sidewalk~~

~~(3) Signage Band. When used, a horizontal band or frieze that could be used as a signage band shall be incorporated at the top of all of the storefronts within a multiple storefront building.~~

Section 31 VILLAGE DISTRICTS (partial, 31.6 and 31.7 only)

31.6 PARKING. Parking shall be provided generally as indicated in Section 8, Table 8.2-2: Parking Standards in the R-2, R-3, R-4, CMU, RC, HIA-1, HIA-2 and Belmont Village Specific Plan Districts. ~~31-4 and developed and maintained according to the standards of Section 8, Off-Street Parking and Loading, as well as the regulations of this subsection. Additional requirements for specialized uses are in Section 8; where these provisions conflict, the requirements of this Section govern within the Village area.~~

~~**TABLE 31-4: PARKING STANDARDS**~~		
~~*Land Use (All Districts)*~~	~~*Minimum*~~	~~*Maximum*~~
~~Retail~~	~~2 spaces minimum per 1000 sq. ft.~~	~~4 spaces maximum per 1000 sq. ft.~~
~~Office~~	~~3 spaces minimum per 1000 sq. ft.~~	~~4 spaces maximum per 1000 sq. ft.~~
~~Hotels~~	~~0.5 spaces minimum per room~~	~~1 space maximum per room~~
~~Residential~~	~~Studios: 0.5 spaces minimum per unit~~ ~~One Bedroom: 1 space minimum per unit~~ ~~Two Bedroom: 1.5 spaces minimum per unit~~ ~~Three Bedroom +: 2 spaces per unit~~	~~2 spaces per unit maximum + 0.5 spaces per unit for guest parking maximum~~
~~Location~~	~~For all properties on Main Streets, Boulevards, and Avenues, parking areas and structures must be placed behind or beneath buildings. Parking structures must be wrapped with active ground floor uses where specified (see Specific Plan policy 2.1-15).~~	
~~Access~~	~~There must be clear, well-lit, safe pedestrian walkways between parking areas and structures and the main sidewalks and building entrances.~~	
~~Parking Structure Driveway Width~~	~~Maximum 24 feet~~	
~~Ground Floor Design~~	~~Where a parking structure faces onto a street, the ground floor must be treated with elements of interest and made as active as possible.~~	

~~31.6.1 **General Regulations and Standards**~~

~~(a) **No Reduction in Off-Street Parking and Loading Spaces.** Off-street parking and loading spaces established as of the effective date of this section may not be reduced in number during the life of such building or land use below that which would be required for a new building or use of a similar type under the requirements of this section. All such off-street parking and loading spaces must remain permanently available and accessible for the parking or loading of vehicles by occupants of the property, except that any surplus spaces may be rented out~~

~~to non-occupants, or otherwise made publicly accessible with the provision that such spaces must be vacated on 30 days' notice if they become needed by occupants of the property.~~

~~(b) **Separate Parking and Loading Spaces**. No area may be utilized and counted both as a required parking space and a required loading space. However, maneuvering aisles and driveways may serve both required parking spaces and loading spaces if they meet the requirements specified in this Section for both parking and loading facilities.~~

~~(c) **Parking for Disabled Persons**. The number, design, designation, and location of Disabled Person Parking spaces must comply with State law. Such spaces will be counted towards the parking requirements of this section.~~

~~(d) **Nonconforming Parking Facilities**. Existing land uses with off-street parking and loading facilities that do not conform to the requirements of this section may be enlarged or expanded, provided that an in-lieu parking fee is paid, if established, or additional parking and loading facilities are added, either on-site or off-site, so that the parking needs for the enlarged or expanded portion of the use are met. Exceptions to this requirement may be granted by the Planning Commission for small sites and as an incentive for projects proposing community benefits.~~

~~(e) **Unbundled Parking**. The following rules will apply as conditions of approval to the rental of parking spaces in new Multi-Unit Residential buildings with ten or more rental units:~~

~~(1) All off-street parking spaces that are beyond a base allowance of one per unit must be leased separately from the rental fees for dwelling units for the life of the dwelling units, such that potential renters have the option of renting a residential unit with only one parking space at a price lower than would be the case if there were a single price for both the residential unit and all of the parking space(s).~~

~~(2) In cases where there are fewer parking spaces than dwelling units, the parking spaces must be offered first to the potential renters of three bedroom or more units, second to potential renters of two bedroom units, and then to potential renters of other units.~~

~~(3) Potential renters of affordable units must have an equal opportunity to rent a parking space on the same terms and conditions as offered to potential renters of market-rate units, at a price proportional to the rent of their units as compared to comparable market-rate units. This stipulation shall be included in any agreement recorded between the City and developer pertaining to the affordable housing units.~~

~~(4) Parking spaces shall be offered only to residents of the dwelling units served by the off-street parking, except that any surplus spaces may be rented out to non-residents, or otherwise made available for public use,~~

~~with the provision that such spaces must be vacated on 30 days' notice if they are needed by residents. Required visitor spaces may not be rented out, but may be made available for public use.~~

~~The Community Development Director may grant an exception from unbundled parking requirements for affordable units that include financing for affordable housing that requires that costs for parking and housing be bundled together.~~

~~(f) **Garages/Carports/Uncovered Residential Parking**. For residential uses, required offstreet parking located in the front half of a lot or within 25 feet of the side street on a corner lot must be covered with carport, garage or roofed structure except as allowed below. Uncovered off-street parking may be located in the rear half of the lot when more than 25 feet from a side street.~~

~~(g) **Surface Parking Lots**. Surface parking lots are subject to the following restrictions and standards. The area of a surface parking lot must include all features within the lot's outer edges, including all parking spaces, maneuvering aisles, access driveways, and perimeter and interior landscaping, walkways, and other features.~~

~~(1) ***Large Parking Lots***. If on-site parking for more than 50 spaces is needed, the parking facilities must be designed to have exceptional landscaping or design features, be located such that it is not highly visible from public rights-of-way, be provided within buildings or parking structures or in separate lots that are each less than two acres in size, or be otherwise covered by a structure that serves a non-parking function, such as solar panels, recreational facilities, roof deck, or green roof.~~

~~(2) ***Pedestrian Circulation***. Parking lots containing 25 or more spaces must have walkways separated from motor vehicle maneuvering aisles and driveways connecting the principal building or buildings served by the lot to the farthest point of the lot from the main pedestrian entrance of the building.~~

~~(A) *Materials and Width*. Walkways must provide at least four feet of unobstructed width and be hard-surfaced.~~

~~(B) *Identification*. Pedestrian walkways must be clearly differentiated from driveways, parking aisles, and parking and loading spaces through the use of elevation changes, curb separation, different paving material, or similar method.~~

~~(C) *Separation*. Where a pedestrian walkway is parallel and adjacent to an auto travel lane, it must be raised and separated from the travel lane by a raised curb at least six inches high, bollards, or other physical barrier.~~

~~31.6.2 **Calculation of Required Spaces**~~

(a) **Fractions**: A fractional space in the calculation of parking or loading spaces of one-half (0.5) or greater is considered one additional space; fractions less than one-half (0.5) require no additional spaces.

(b) **On-Street Parking**. For non-residential uses, on-street parking spaces located immediately adjacent to the frontage of the property may be counted toward required offstreet parking.

(c) **Multiple Uses**. When two or more principal uses are located on the same lot, the estimated peak period parking demand is the sum of the estimated demand of the various individual uses during the period of peak combined demand for all uses, as determined through a parking study prepared by a qualified individual or firm. See subsection 31.6.6, Parking Reductions, for specific provisions related to shared parking.

(d) **Area-Based Estimates**. All area-based estimated peak period parking demands are computed on the basis of gross floor area, excluding parking and loading areas.

(e) **Exclusion of First 2,500 Square Feet**. For all nonresidential uses with area-based estimated peak period parking demands, the first 2,500 square feet of retail, restaurant, or commercial office use are subtracted from the gross square footage of the use when calculating the estimated parking demand. [31]

(f) **Motorcycle Parking**. A credit of one automobile parking space is given for every four motorcycle parking spaces provided, not to exceed five percent of the total number of automobile parking spaces required. Motorcycle parking spaces must be no less than four feet wide by eight feet long with an aisle width of no less than 10 feet and must be clearly marked.

(g) **Minimum Parking Requirements**. Except as otherwise provided in this section, at least the minimum number of parking spaces required by Table 31-4 must be provided for each use or site.

(h) **Maximum Private Parking Requirements.**

(1) ***Limitation***. Except as otherwise provided in this section, no more than the maximum number of private, off-street parking spaces specified in Table 31-4 may be provided for each use or site.

(2) ***Excess Parking to be Shared***. Off-street parking spaces may be provided in excess of the maximum number of spaces specified in Table 31-4, provided that all such excess spaces are designed and operated to be shared and publicly accessible parking spaces available for public use at any time, except for uses with safety concerns which the Director confirms are valid and justify not sharing the spaces. Property owners may charge an hourly, daily, or monthly fee for use of any such public access parking provided in excess of the maximum off-street parking limits of this subsection.

(i) **Parking Spaces Below the Minimum or Above the Maximum.** Parking spaces less than the required minimum or more than the allowed maximum may be provided upon the granting of a conditional use permit as set forth below.

(1) ***Parking Spaces Less Than the Minimum***. To grant a conditional use permit to provide less than the minimum number of parking spaces required by Table 31-4, the following findings must be made in addition to the findings otherwise required for a conditional use permit:

(A) That adequate measures will be put in place through the Transportation Demand Management (TDM) programs required by Section 31.7 to reduce parking demand, such as promoting use of public transit, bicycling, and walking, and allowing modified working hours and telecommuting; and,[32]

(B) That the reduction or elimination of the required parking spaces will not substantially reduce the availability of on-street parking for the occupants of nearby commercial and, or residential buildings.

(2) ***Parking Spaces More Than the Maximum***. To grant a conditional use permit to provide more than the maximum number of private parking spaces allowed by Table 31-4, the following findings must be made in addition to the findings required for a conditional use permit:

(A) That the applicant has convincingly demonstrated that the additional parking is required to meet the anticipated parking demand of the proposed uses; and,

(B) That the provision of the additional parking will not result in an overdependence on automobiles and will not adversely affect transit, bicycle, or pedestrian access to the site or other adjacent uses.

31.6.3 Location of Required Parking

(a) ***Location***. Parking must be located either underground, or behind habitable, landscaped, or public plaza space or otherwise appropriately screened from view from a public street. For purposes of this requirement, alleys are not considered public streets. Parking is not permitted to be located between a public street and a building, except on corner lots, if approved as a modification to development standards.

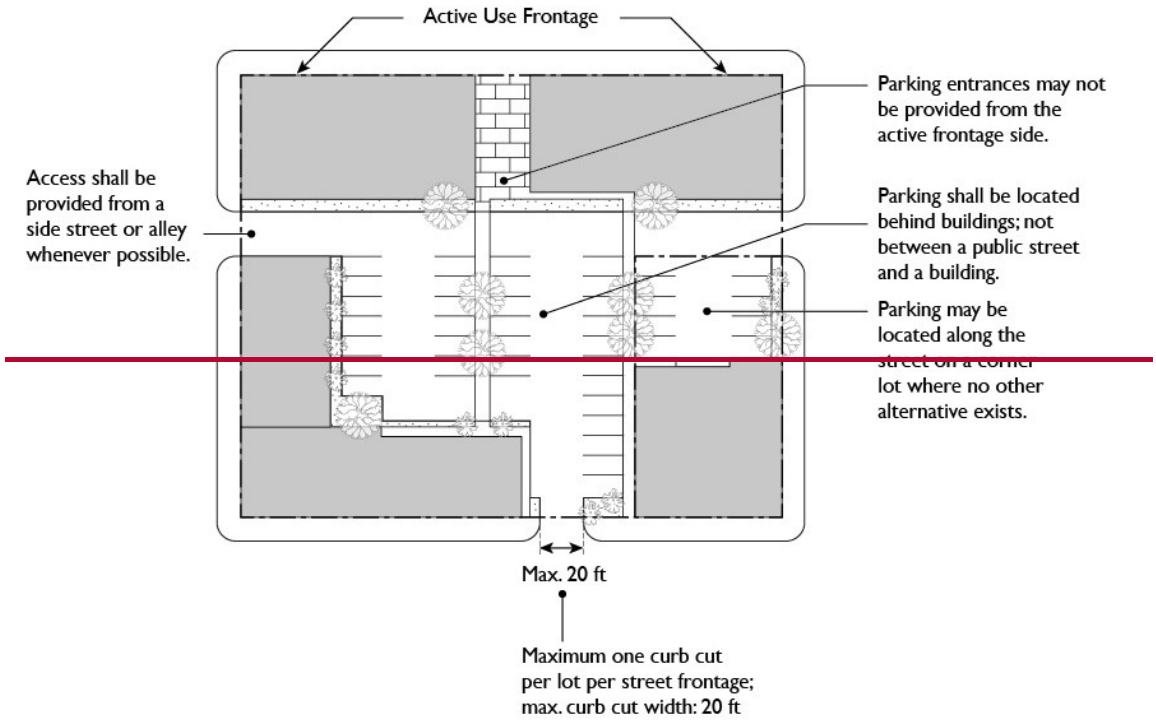
(b) ***Non-residential Uses***. Required parking spaces serving commercial, office, and other non-residential uses must be located on the same lot as the use they serve, or in an offsite parking facility as provided in Subsection 31.6.5, Off-site Parking Facilities.

(c) ***Residential Uses***. Required parking for residential uses must be located on the same lot as the dwelling served, or in a common parking area not more than 400

feet from the dwellings served. Parking may not be located within a required front setback area or yard or street-facing side setback area or yard.

(d) ***No Street Frontage***. When feasible, required parking must be located away from an Active Use Frontage, as illustrated in Figure 31-7: Parking Location and Access.

Figure 31-7: Parking Location and Access



31.6.4 **Design Standards for Parking Lots and Structures.** The parking area design standards of this section apply to all off-street parking areas. All required parking spaces and associated maneuvering aisles, driveways, and other related features must be designed and arranged so as to provide motor vehicles with adequate ingress to and egress from all required parking spaces, and to provide pedestrians with adequate access to parked vehicles.

(a) **Parking Layout and Dimensions**. The layout and dimensions of off-street parking facilities are set forth in Figure 31-8 and Table 31-5 and as follows.

(1) ***Regulatory and Calculated Dimensions***. Stall width, stall length, and aisle width, as shown in Table 31-5, are regulatory. Other dimensions shown in Table 31-5 are calculated from these required dimensions, and are provided for convenience.

(2) ***Stall Width and Length***. As indicated in Table 31-5, the required minimum stall width and length for various parking angles are as set forth below. Compact spaces with an eight-foot width and 16-foot length are permitted for up to 25 percent of the required spaces.

(A) *Width*. For parking angles of more than 30 degrees the required minimum stall width is eight feet six inches. For parking angles of 30 degrees or less, the required minimum stall width is eight feet.

(B) *Length*. For all parking angles other than parallel parking, the required minimum stall length is 18 feet. For parallel parking, the required minimum stall length is 20 feet.

(3) ***Aisle Width for Parking Angles Not Shown***. For parking angles not shown in Table 31-5, the required aisle width shall be interpolated from the values in the table. For example, for a parking angle of 70 degrees, which is two-thirds of the increment between 60 degrees and 75 degrees, the required one-way aisle width is 18 feet eight inches, which is two-thirds of the increment between the required aisle widths for 60-degree parking and 75-degree parking, 16 feet and 20 feet respectively.

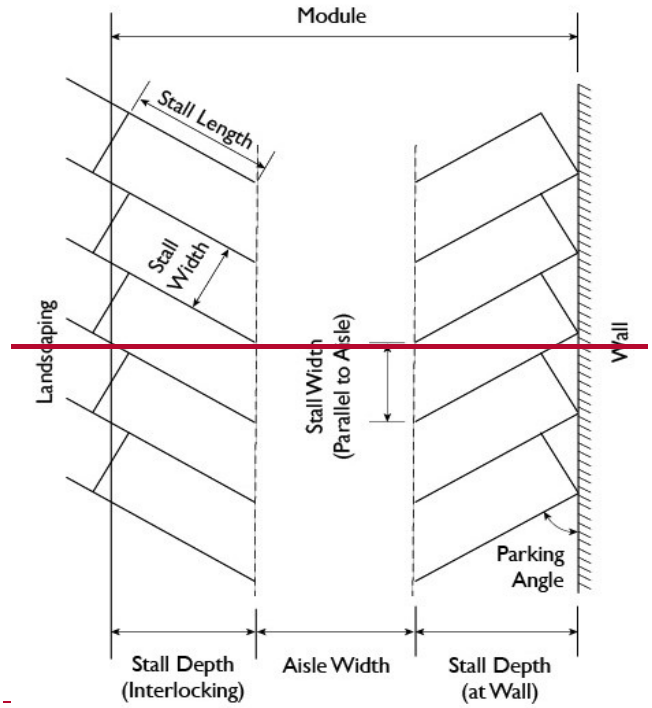
(4) ***Alternate Maneuvering Aisle and Parking Space Widths***. For parking angles equal to or greater than 45 degrees and less than 90 degrees, one-way aisle width may be decreased by three inches for each one-inch increase in stall width, up to a maximum stall width of nine feet two inches. For 90-degree parking, one-way and two-way aisle width may be decreased by three inches for each one-inch increase in stall width, up to a maximum stall width of nine feet two inches and a minimum aisle width of twenty-two feet.

(5) ***Two-Way Modules***. Table 31-5 provides the dimensions for parking modules with one-way traffic. For parking modules with two-way traffic, add the difference in width between a two-way aisle and a one-way aisle. For example, for a two-way module with a parking angle of 45-degrees, add eight feet, which is the difference between a two-way aisle (20 feet) and a one-way aisle (12 feet).

(6) ***Overhang***. Parking stall lengths, except for parallel spaces, may be reduced by two feet where the parking stall is designed to abut a landscaped area a minimum of five feet wide, such that the front of the vehicle can overhang the landscaped area.

(7) ***Spaces Abutting Walls***. An additional foot of width must be provided for each parking space side abutting a wall.[33]

~~FIGURE 31-8: PARKING LAYOUT~~



~~TABLE 31-5: PARKING DIMENSIONS~~										
~~Parking Angle~~	~~Regulatory~~				~~Calculated for Reference~~					
			~~Aisle Width~~		~~Stall Width Parallel to Aisle~~	~~Stall Depth~~		~~Module (one-way)~~		
	~~Stall Width~~	~~Stall Length~~	~~One-Way~~	~~Two-Way~~		~~Interlocking~~	~~At Wall~~	~~Non-Interlocking~~	~~Interlocking~~	~~Half Interlocking[1]~~
~~Parallel~~	~~8'-0"~~	~~20'-0"~~	~~12'-0"~~	~~20'-0"~~	~~--~~	~~--~~	~~--~~	~~28'-0"~~	~~--~~	~~--~~
~~30°~~	~~8'-0"~~	~~18'-0"~~	~~12'-0"~~	~~20'-0"~~	~~16'-0"~~	~~12'-6"~~	~~15'-11"~~	~~43'-10"~~	~~36'-11"~~	~~40'-5"~~
~~45°~~	~~8'-6"~~	~~18'-0"~~	~~12'-0"~~	~~20'-0"~~	~~12'-0"~~	~~15'-9"~~	~~18'-9"~~	~~49'-6"~~	~~43'-6"~~	~~46'-6"~~
~~60°~~	~~8'-6"~~	~~18'-0"~~	~~16'-0"~~	~~20'-0"~~	~~9'-10"~~	~~17'-9"~~	~~19'-10"~~	~~55'-8"~~	~~51'-5"~~	~~53'-7"~~
~~75°~~	~~8'-6"~~	~~18'-0"~~	~~20'-0"~~	~~20'-0"~~	~~8'-10"~~	~~18'-6"~~	~~19'-7"~~	~~59'-2"~~	~~57'-0"~~	~~58'-1"~~
~~90°~~	~~8'-6"~~	~~18'-0"~~	~~24'-0"~~	~~24'-0"~~	~~8'-6"~~	~~18'-0"~~	~~18'-0"~~	~~60'-0"~~	~~--~~	~~--~~

~~1. One side is interlocking and the other side is non-interlocking.~~

~~(b) **Driveways and Access.**~~

~~(1) ***Driveway Width.***~~

~~(A) Parking facilities containing fewer than 15 required parking spaces must have only a single driveway of no less than nine feet and no more than 10 feet in width.~~

~~(B) Parking facilities containing 15 or more required parking spaces may have one lane driveways of no less than nine feet and no more than 10 feet in width, and two-lane driveways of no less than 18 feet and no more than 20 feet in width.~~

~~(2) ***Vehicle Flow***.~~

~~(A) Except for those serving four or fewer residential units, all parking areas must be designed so that a motor vehicle leaving the parking area will enter the public right-of-way traveling in a forward direction.~~

~~(B) Parking areas must be designed so that a vehicle will not have to enter a public right-of-way to move from one location to another within the parking area.~~

~~(c) **Surface**. All outdoor parking spaces, driveways, and maneuvering areas must be designed, built and permanently maintained to avoid dust, mud and standing water and to maximize permeability, where feasible and appropriate. These surfaces may include traditional asphalt and concrete as well as pervious pavements, sand-set pavers, and supported turf systems. A combination of surfaces may be used; for example, two track driveways of concrete strips with pervious areas between the strips and on the edges.~~

~~(1) ***Cross-grades***. Cross-grades must be designed for slower stormwater flow and to direct stormwater toward landscaping, bio-retention areas, or other water collection/treatment areas.~~

~~(2) ***Landscaping Alternative***. Up to two feet of the front of a parking space as measured from a line parallel to the direction of the bumper of a vehicle using the space may be landscaped with ground cover plants instead of paving.~~

~~(3) ***Permeable Paving***. Permeable paving, sand-set pavers, supported turf systems, and vegetation must be used in all overflow parking areas and installed in accordance with manufacturer recommended specifications.~~

~~(4) ***Turf Grids/Grassy Pavers***. Turf grids/grassy pavers shall be installed in areas of low traffic or infrequent use wherever feasible.~~

~~(d) **Striping and Marking**. In all parking facilities with four or more spaces, each parking space must be clearly striped with paint or similar distinguishable~~

~~material, except that the Community Development Director may approve alternate means of marking spaces.~~

~~(e) **Perimeter Curbing**. A six-inch wide and six-inch high concrete curb must be provided along the outer edge of the parking facility pavement, except where the pavement abuts a fence or wall. Curbs separating landscaped areas from parking areas must be designed to allow stormwater runoff to pass through.~~

~~(f) **Separation from On-Site Buildings**. Parking areas must be separated from the front and side exterior walls of on-site buildings by walkways a minimum of four feet in width. Commercial buildings with 10,000 square feet or more of gross floor area must be separated from on-site parking on all sides by a walkway a minimum of five feet in width, as well as a planter area at least three feet in width. These requirements do not apply to parking areas containing five or fewer spaces.~~

~~(g) **Vertical Clearance**. All covered parking must have a minimum vertical clearance of seven feet six inches except for spaces in parking lifts and where greater clearance is required by the California Building Code.~~

~~(h) **Tandem Parking**. Required parking may be arranged as tandem spaces, provided that pairs of spaces in tandem are assigned to the same residential unit or that a full-time parking attendant supervises the parking arrangements during periods of peak demand for the uses served. The required stall width, stall length, and aisle width apply to tandem spaces, except that the stall length is doubled for each pair of tandem spaces.~~

~~(i) **Parking Lifts**. Required parking may be provided in parking lifts. If the configuration requires a vehicle to be removed from the lift to access another vehicle, the parking must comply with tandem parking standards. The dimensional standards for 90-degree parking shall apply to parking lifts, including the requirement for an aisle of 24 feet. Exterior parking lifts must be screened from public view.~~

~~(j) **Landscaping and Screening - Uncovered Parking Areas**. Landscaping of uncovered parking areas must be provided and maintained as follows.~~

~~(1) ***Landscape Area Required***. A minimum of 10 percent of the interior of any parking lot area must be landscaped.~~

~~(2) ***Minimum Planter Dimension***. Landscape planters to be counted toward the required landscape area must be at least 25 square feet in area, or four feet in any horizontal dimension, excluding curbing.~~

~~(3) ***Layout***. Landscaped areas must be well-distributed throughout the parking lot area. Parking lot landscaping may be provided in any combination of:~~

~~(A) Landscaped planting strips at least four feet wide between rows of parking stalls;~~

~~(B) Landscaped planting strips between parking areas and adjacent buildings or internal pedestrian walkways;~~

~~(C) Landscaped islands located between parking stalls or at the ends of rows of parking stalls; and,~~ [34]

~~(D) On-site landscaping at the parking lot perimeter.~~

~~(4) ***Required Landscaped Islands***. A landscaped island at least six feet in all interior dimensions and containing at least one 15-gallon-size tree must be provided at each end of each interior row of parking stalls and between every six consecutive parking stalls.~~

~~(5) ***Landscaped Buffer for Open Parking Adjacent to Right-of-Way***. A landscaped area at least five feet wide must be provided between any surface parking area and any property line adjacent to a public street, unless a different dimension is specified in the base district standards applicable to a site.~~

~~(6) ***Landscaped Buffer for Open Parking Abutting Interior Lot Line***. A landscaped area at least three feet wide must be provided between any surface parking area and any adjacent lot for the length of the parking area.~~

~~(7) ***Trees***.~~

~~(A) *Number Required*. One for each five parking spaces.~~

~~(B) *Distribution*. Trees shall be distributed relatively evenly throughout the parking area.~~

~~(C) *Species*. Tree species shall be selected from a list maintained by the City.~~

~~(D) *Size*. All trees shall be a minimum 15-gallon size with a one-inch diameter at 48 inches above natural grade.~~

~~(E) *Minimum Planter Size*. Any planting area for a tree must have a minimum interior horizontal dimension of five feet. Additional space may be required for some tree species.~~

~~(8) ***Protection of Vegetation***.~~

~~(A) *Clearance from Vehicles*. All required landscaped areas shall be designed so that plant materials, at maturity, are protected from vehicle damage by providing a minimum two-foot clearance of low-growing plants where a vehicle overhang is permitted, or by wheel stops set a minimum of two feet from the back of the curb.~~

~~(B) *Planters*. All required parking lot landscaping shall be within planters bounded by a concrete curb at least six inches wide and six inches high. Curbs separating landscaped areas from parking areas shall be designed to allow stormwater runoff to pass through.~~

(9) ***Visibility and Clearance***. Landscaping in planters at the end of parking aisles shall not obstruct driver's vision of vehicular and pedestrian cross-traffic. Mature trees shall have a foliage clearance maintained at eight feet from the surface of the parking area. Other plant materials located in the interior of a parking lot shall not exceed 30 inches in height.

(k) **Landscaping for Parking Structures.**

(1) ***Landscaped Buffer for Parking Garages***. A parking garage that does not incorporate ground-floor nonresidential or residential use or is not otherwise screened or concealed at street frontages on the ground level, must provide a landscaped area at least 10 feet wide between the parking garage and public street.

(2) ***Parking Garage Rooftop Planting***. Uncovered parking on the top level of a parking structure shall have rooftop planters with a minimum dimension of 24 inches around the entire perimeter of the top floor.

(l) **Screening**. Parking areas must be screened from view, to the extent feasible, from public streets and adjacent lots in a more restrictive district, according to the following standards.

(1) ***Height***. Screening of parking lots from adjacent public streets must be three feet in height. Screening of parking lots along interior lot lines that abut residential districts must be six feet in height, except within the required front setback of the applicable zoning district, where screening must be three feet in height.

(2) ***Materials***. Screening may consist of one or any combination of the methods listed below.

(A) *Walls*. Low-profile walls consisting of brick, stone, stucco, or other quality durable material and including a decorative cap or top finish as well as edge detail at wall ends. Plain concrete blocks are not allowed as a screening wall material unless capped and finished with stucco or other material.

(B) *Fences*. An open fence of wrought iron or similar material combined with plant materials to form an opaque screen. Use of chain-link or vinyl fencing for screening purposes is prohibited.

(C) *Planting*. Plant materials consisting of compact evergreen plants that form an opaque screen. Such plant materials must achieve a minimum height of two feet within 18 months after initial installation.

(D) *Berms*. Berms planted with grass, ground cover, or other low-growing plant materials.

(m) **Lighting**. Except for those facilities serving four or fewer residential units, all open parking areas must have exterior lighting meeting the following minimums:

(1) The lighting system providing not less than one footcandle and not more than five footcandles overall average illumination with a minimum of one-fourth footcandles on the parking surface.

(2) All lighting must be turned off during daylight hours and during any hours when the parking area is not in use. This requirement does not apply to security lighting. [35]

(3) All lighting must be designed to confine direct light to the premises. No light fixture may emit any direct light above a horizontal plane through the fixture. No spillover beyond the lot line is permitted, except onto public thoroughfares.

(n) **Electric Vehicle Charging Stations**. In parking facilities containing 20 or more spaces serving Multi-Unit Residential uses, at least five percent of parking spaces must also serve as electric vehicle (EV) charging stations. Such spaces may be counted towards the parking requirements herein.

(1) ***Size***. Electric vehicle charging stations must be the same size as other spaces, and electric vehicle charging equipment may not reduce the size of the space.

(2) ***Signage***. Each electrical vehicle charging station must be clearly marked with a sign reading "Electrical Vehicle Charging Station" and the associated California Vehicle Code restrictions, and only a vehicle that is connected for electric charging may park in the stalls or spaces so designated.

(3) ***Equipment***. Electrical vehicle charging stations must be wired for a minimum of 240 volts and 32 amps, designed to allow for future provision of higher amperage conduit, equipped with electrical outlets, and may also be equipped with card readers, controls, connector devices and other equipment, as necessary for public use.

31.6.5 **Off-site Parking Facilities.** A parking facility serving one or more non-residential uses located on a site other than the location of the use(s) may be used to satisfy the use's on-site parking requirement so long as the parking is available under an enforceable parking agreement and approved by the Director if the standards of this subsection are met.

(a) **Location**. Any off-site parking facility must be located within 1,000 feet, along a pedestrian route, of the principal entrance containing the use(s) for which the parking is required.

(b) **Parking Agreement.** A written agreement between the landowner(s) and the owner of the use in a form satisfactory to the City Attorney and recorded against the parking lot property in favor of the use property, which includes:

(1) A guarantee among the landowner(s) for access to and use of the parking facility; and, [36]

(2) Reasonable notice provisions so that replacement spaces can be secured if use of the off-site parking facility is terminated.

31.6.6 **Parking Reductions.** The number of on-site parking spaces required by Table 31-2: Village Zoning District Development Standards may be reduced in accordance with the provisions of this Subsection through the modification to development standards review process.

(a) **Residential Uses**. If a developer can demonstrate that a multi-family residential, group residential, or service-oriented housing project designed for residents with special needs, such as senior citizens or handicapped individuals, will not generate a need for as much parking as a similar size project designed for a general market, the Planning Commission may approve a reduction in the number of required parking spaces. Upon conversion of a senior citizen or other special needs group housing project to a general market apartment or condominium complex, parking must be provided consistent with the requirements of Table 31-2: Village Zoning District Development Standards.

(b) **Shared Parking**. Where a shared parking facility serving more than one use will be provided, the total number of required parking spaces may be reduced, if the Planning Commission finds that all of the following are true:

(1) The peak hours of use will not overlap or coincide to the degree that peak demand for parking spaces from all uses will be greater than the total supply of spaces;

(2) The adequacy of the quantity and efficiency of parking provided will equal or exceed the level that can be expected if parking for each use were provided separately;

(3) A parking demand study prepared by an independent traffic engineering professional approved by the City supports the proposed reduction; and,

(4) In the case of a shared parking facility that serves more than one property, a parking agreement has been prepared consistent with the provisions of Subsection 31.6.5, Off-site Parking Facilities.

(c) **Other Parking Reductions**. Required parking for any use may be reduced if a parking demand study has been submitted that substantiates the basis for granting the reduced number of spaces and that:

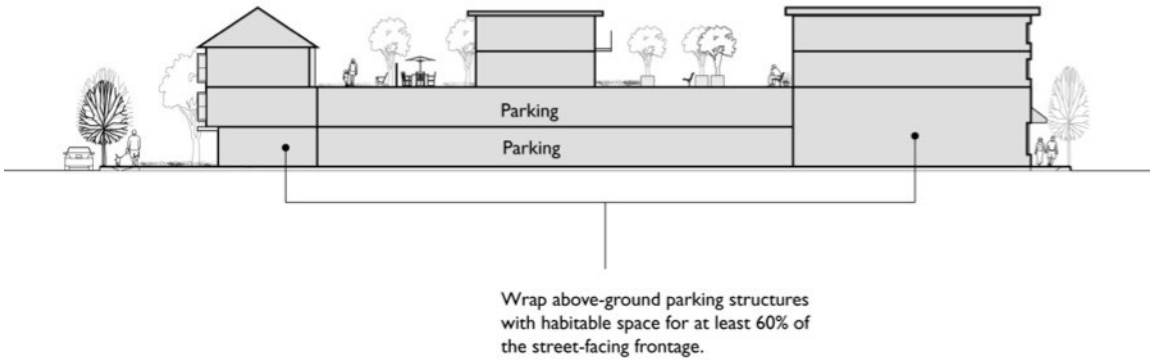
(1) The use will adequately be served by the proposed parking; and,

(2) Parking demand generated by the project will not exceed the capacity of or have a detrimental impact on the supply of on-street parking in the surrounding area.

31.6.7 31.6.1 **Parking Structures.**

(a) **Wrapping**. At least 60 percent of the street-facing perimeter of above-ground parking structures should be wrapped with habitable space.

Figure 31-9: Above Ground Parking Structures Wrapped with Habitable Space



(b) Reduction through Development Standard Modification. Modifications to the percent of the perimeter required to be wrapped with habitable space may be allowed through the modification process if the Planning Commission finds that:

(1) The design quality of the garage is equivalent to habitable space; and, [37]

(2) The ground level is screened with landscaping.

~~31.6.8 **Bicycle Parking.** Bicycle parking is required as provided in this subsection.~~

~~(a) **Spaces**. Two short-term (Class 2) bicycle parking spaces are required per site plus the following:~~

~~(1) ***Multi-family Residential Uses***. 1 additional Class 1 space per 20 units;~~

~~(2) Retail and Service Uses. For buildings over 10,000 square feet gross floor area, 1 additional short-term (Class 2) space and 1 additional long-term (Class 1) space per incremental 10,000 square feet occupied by tenants with more than 2,500 square feet of space; and,~~

~~(3) ***Office Uses***. 1 additional short-term (Class 2) space per 20,000 square feet, and 1 additional long-term (Class 1) space per incremental 5,000 square feet.~~

~~(4) ***Exemptions for Small Sites***. The Director may grant an exemption from the bicycle parking requirement for sites with less than 10,000 square feet if on-street (Class 2) public bicycle parking is provided on the block face.~~

~~(b) **Long-term (Class 1) Bicycle Parking**. Long-term bicycle parking must be located on the same site as the use it serves, and be in an enclosed bicycle locker, or a fenced, covered, and locked bicycle storage area.~~

~~(c) **Short-term (Class 2) Bicycle** Parking.~~

(1) Short-term bicycle parking must be located within 100 feet of the primary building entrance, and be visible from the street or from the main building entrance. Shared bicycle parking facilities are encouraged, when in compliance with these standards.

(2) Bicycle parking must be located on private property, unless the Public Works Director approves an encroachment permit for bicycle parking within the public right-of-way. Any bicycle parking in the right-of-way should be located in the curb zone; a minimum of four feet width of clear sidewalk or 10 feet width of public alley must remain unobstructed for pedestrian or vehicle uses.

(d) **Standards for All Bicycle Parking**.

(1) ***Class 1 Long-Term Bicycle Parking Spaces***. Class 1 spaces must be located with direct access for bicycles without requiring use of stairs. The location of such spaces must allow bicycle users to ride to the entrance of the space or the entrance of the lobby leading to the space. The design must provide safe and convenient access to and from bicycle parking facilities. Use of elevators to access Class 1 spaces should be minimized. In residential buildings, Class 1 space may not be provided within dwelling units, on balconies, or in required outdoor living areas. Class 1 bicycle parking must be located:[38]

(A) On the ground floor within 100 feet of a major entrance to the lobby. There must be either: (i) convenient access to and from the street to the bicycle parking space and another entrance from the bicycle parking space to the lobby area, or (ii) a minimum five foot wide hallway or lobby space that leads to the bicycle parking entrance, where direct access to bicycle parking space from the street does not exist. Such access route may include up to two limited constriction points, such as doorways, provided that these constrictions are no narrower than three feet wide and extend for no more than one foot of distance.

(B) In a structured parking facility, on the first level of automobile parking either above or below grade, near elevators or other pedestrian entrances to the facility.

(2) ***Class 2 Short-Term Bicycle Parking Spaces***. Class 2 spaces must be located, as feasible, near all main pedestrian entries to the use to which they are accessory. Class 2 bicycle parking may be on a sidewalk or in place of an on-street auto parking space, within 100 feet of a main entry to the building. If existing Class 2 bicycle parking in the required quantities already exists in a public right-of-way immediately fronting a project site, and the spaces are not satisfying bicycle parking requirements for another use, that parking may be used to meet the Class 2 requirement.[39]

(3) ***Design and Installation.***

~~(A) A bicycle parking space must be in a paved, level, drained, lighted area with access to a right-of-way without the use of stairs, and consist of either:~~

~~i One side of a securely fixed rack element that supports the bicycle upright by its frame, prevents the bicycle from tipping over, and allows the frame and at least one wheel to be locked to the rack element with one lock; or,~~ [40]

~~ii For Class 1 long-term parking only, a bicycle locker constructed of theft-resistant material with a lockable door that opens to the full width and height of the locker. Bicycle lockers must be weather-proof if exposed to the elements; or,~~ [41]

~~iii For Class 1 long-term bicycle parking only, wall-mounted racks or wall- or ceiling-mounted hooks so that bicycles may be hung vertically.~~

~~(B) Each bicycle parking space shall be no less than 15 inches wide, by six feet deep, with an overhead clearance of no less than seven feet. This can be satisfied by placing racks, each of which supports two bicycles, 30 inches apart.~~

~~(C) Each row of bicycle parking spaces shall be served by an aisle no less than four feet wide. Rack elements must be placed two feet from walls, fences or curbs.~~

~~(D) Required bicycle parking may not be tandem; parking or removing a bicycle shall not require moving another parked bicycle.~~

~~(E) Bicycle rack elements shall be fixed, securely anchored to the ground or to a structure by means that resist tampering or removal. Bicycle locker edges shall be secured with no exposed fittings or connectors. The Director may specify preferred installation methods, such as, but not limited to, embedded mounting in poured-in-place concrete, recessed bolt heads or grouted-in anchoring.~~

~~(4) Location.~~

~~(A) Direct access from the bicycle parking to the public right-of-way must be provided by means of access ramps, if necessary, and pedestrian access from the bicycle parking areas to the building entrance shall also be provided.~~

~~(B) Where bicycle parking is not directly visible and obvious from the right-of-way, signs must be provided, except that directions to long-term bicycle parking may be posted or distributed by the building management, as appropriate.~~

~~(C) Bicycle parking must be separated from automobile parking by a sufficient distance to prevent damage from moving automobiles or their loading and unloading.~~

~~(D) Bicycle parking may be provided inside a building provided it is easily accessible from a building entrance and a bicyclist does not have to use stairs to reach it.~~

~~(E) The placement of bicycle parking, bicycle rack elements and bicycle lockers shall not interfere with pedestrian circulation.~~

~~(e) **Removal of Abandoned Bicycles**. Property owners must remove abandoned bicycles from short-term and long-term parking associated with their property on a quarterly basis after posting a notice of removal warning on such bicycles for one month. This requirement does not preclude provision of seasonal bicycle storage.~~

~~31.6.9 **Loading Spaces**~~

~~(a) **Number of Spaces Required**. The off-street loading requirements within Village zones are specified in Table 31-6.~~

~~**TABLE 31-6: LOADING REQUIREMENTS**~~		
~~*Use Type*~~	~~*Number of Spaces*~~	~~*Size (See (B) below)*~~
~~**Residential Use Types**~~		
~~**Multi-Unit**~~		
~~Less than 50 units~~	~~none~~	
~~50 to 149 units~~	~~1~~	~~small~~
~~150 units, or more~~	~~2~~	~~small~~
~~**Commercial and Institutional Use Types**~~		
~~**Offices – All**~~		
~~Less than 25,000 gross square feet~~	~~none~~	
~~25,000 to less than 100,000 gross square feet~~	~~1~~	~~medium~~
~~100,000 or more~~	~~2~~	~~medium~~
~~**All Other**~~		
~~Less than 10,000 gross square feet~~	~~none~~	
~~10,000 to less than 20,000 gross square feet~~	~~1~~	~~medium~~
~~20,000 to less than 40,000 gross square feet~~	~~2~~	~~medium~~
~~40,000 to less than 80,000 gross square feet~~	~~2~~	~~large~~

~~Each additional 40,000 gross square feet or fraction of one-half or more thereof~~	~~1~~	~~large~~

~~(b) **Size of Spaces**. The size of each type of loading space is as follows:~~

~~(1) ***Small***. Small loading spaces must have a width of no less than 10 feet, a length of no less than 25 feet, and a vertical clearance of no less than eight feet.~~ [42]

~~(2) ***Medium***. Medium loading spaces must have a width of no less than 12 feet, a length of no less than 35 feet, and a vertical clearance of no less than 14 feet.~~

~~(3) ***Large***. Large loading spaces must have a width of no less than 12 feet, a length of no less than 50 feet, and a vertical clearance of no less than 14 feet.~~

~~(c) **Modifications**. In approving a project, the Director or the Planning Commission, as the case may be, may modify the number and size of loading spaces required because of the nature of the use or the design of the project.~~

~~(d) **Maneuvering Areas**. All off-street loading spaces must be designed and located so that there is sufficient off-street maneuvering area to accommodate vehicles using the loading spaces. Maneuvering areas must be designed to accommodate the largest vehicle intended to use the loading spaces and may not be encumbered by parking stalls or physical obstructions.~~

~~(e) **Surface and Maintenance**. Loading spaces and the maneuvering areas and driveways serving them must be paved and maintained with concrete, asphalt, or similar material of sufficient thickness and consistency to support anticipated traffic volumes and weights; properly graded for drainage; and maintained in good condition free of weeds, dust, trash, and debris.~~

~~(f) **Location**. Loading spaces must be located on the same lot on which the use for which they are required is located, except that, upon the granting of a conditional use permit, loading spaces may be provided in a common loading area serving multiple adjacent uses and located on an adjacent lot within 300 feet of the lot on which the use requiring the loading spaces is located. To grant such a conditional use permit, the Planning Commission must make the following findings in addition to the findings otherwise required:~~

~~(1) That the common loading area results in a more efficient design than individual loading areas serving each use separately;~~

~~(2) That the total number of loading spaces provided in the common loading area is no less than the number of loading spaces that would be required if the uses served were located in a single facility; and,~~ [43]

(3) That the common loading area will be in place at all times during operation of the principal uses to be served by the loading spaces.

(g) **Access to Tenant Spaces Served by Loading Spaces.** Buildings served by loading spaces must be designed such that there is a direct interior path of travel between the loading spaces and each tenant space served by the loading spaces of sufficient width and height to accommodate all material to be loaded and unloaded.

(h) **Availability and Utilization of Loading Spaces.** All loading spaces must be made readily available to pick-up and delivery vehicles during all hours when pick-ups and deliveries are allowed. Owners of property containing such loading spaces must be responsible for advising drivers of pick-up and delivery vehicles of the location and hours of such loading spaces, require drivers to use such loading spaces, and not allow pick-up and delivery vehicles to be loaded in the public right-of-way.

(i) **Landscaping and Screening.** All loading spaces and the maneuvering areas and driveways serving them must be landscaped and screened as required by this section.

(j) **Lighting.** All exterior loading spaces and the maneuvering areas and driveways serving them must be provided with lighting meeting the minimums established for parking areas.

31.6.10 **Alternative Compliance with Parking Requirements**

(a) **Alternative Parking and Loading Plan.** Where an applicant can demonstrate to the satisfaction of the Planning Commission that variations in the standards or dimensions otherwise required by this section are warranted for uses with unique needs, an alternative parking area design and loading plan may be allowed with approval of a conditional use permit. To grant such a conditional use permit, the Planning Commission must make the following findings in addition to the findings otherwise required:

(1) That the applicant has convincingly demonstrated that the alternative plan is a superior solution and the requested modifications in the design standards are warranted; and, [44]

(2) That the alternative parking arrangement will be in place at all times during operation of the principal uses to be served by the parking.

(b) **Access and Parking In-Lieu Fees.** As an alternative to providing off-street parking onsite, or off-site as allowed by subsection 31.6.5 above, project applicants may propose to pay a fee in-lieu to fund public access and parking improvements for all or a portion of the required parking. This optional Access and Parking In-Lieu Fee is intended to enable the City to (1) acquire sites for and develop off-street public parking, or to lease unused, or underutilized private parking for public use to accommodate auto access and vehicle storage demand that cannot be

~~addressed either on site, or on-street in the vicinity of the project, or (2) to fund transportation demand management programs and services, and/or public transportation, bicycle, and/or pedestrian facilities and services, as necessary to accommodate an equivalent number of person trips to the site.~~

~~The fee shall be established by the City Council and administered by the Community Development Director on a per vehicle trip basis, such that the developer of a nonresidential project contributes toward the provision of parking or non-auto facilities and services accommodating the same number of person trips to the site as would have been accommodated by the provision of the minimum number of off-street parking spaces required by Table 31-4, as adjusted by other provisions of this section.~~

~~The Director shall determine the vehicle trip generation rate for each land use or site seeking to use the Access and Parking In-Lieu Fee option with reference to the vehicle trip generation rates published in the latest edition of the Institute for Transportation Engineers' (ITE) Trip Generation Manual, with adjustments for mixing of uses, density of population and employment, and proximity to frequent transit service.~~

~~(c) **Administration of In-Lieu Fee**. An Access and Parking in-lieu fee shall be provided for nonresidential uses only as follows:~~

~~(1) *Parking In-Lieu Fee Amount*. The amount of the parking in-lieu fee shall be as set forth in the City's Master Fee Schedule, and, for projects that would otherwise have to provide 20 or more spaces, the Director shall have the right to determine whether to accept payment of the fee for all or only a portion of the required parking.~~

~~(2) *Deposit of Funds*. Parking in-lieu fees shall be deposited with the City before issuance of a building permit in a separate fund to be known as the Access and Parking In-Lieu Fee Fund and shall be used only as described in this section.~~

~~(3) *Refund of Fee*. A parking in-lieu fee may be refunded, without interest, to the person who made such payment, or his or her assignee or designee, if additional off-street parking spaces are provided for such building or use by others than the City, so as to satisfy the parking requirement for which the in-lieu payment was made. To obtain a refund, the required off-street parking spaces must be in place prior to issuance of a Certificate of Occupancy and before funds are spent or committed by the City.~~

~~31.7 TRANSPORTATION DEMAND MANAGEMENT~~

~~31.7.1 **Purpose**. The specific purposes of the Transportation Demand Management (TDM) Program requirements for the Village are to promote maximum efficiency in the existing transportation system and to further the transportation goals and implement~~

~~the policies of the Belmont Village Specific Plan, the Belmont General Plan, and the San Francisco Bay Area Clean Air Plan, including reducing total vehicle miles traveled (VMT), while enhancing access and expanding mobility by:~~

~~(a) Promoting and encouraging the use of transit, ridesharing, bicycling, walking, flexible work hours and telecommuting as alternatives to solo driving;~~

~~(b) Promoting the more efficient utilization of existing transportation facilities and ensuring that new developments are designed in ways to maximize the potential for people and goods to arrive/depart by walking, cycling, riding public transportation, or traveling in a high occupancy vehicle; and,~~ [45]

~~(c) Establishing an ongoing monitoring and enforcement program to ensure that the City's desired alternative mode use percentages are achieved.~~

~~31.7.2 **Applicability.** The requirements of this section apply to:~~

~~(a) New multi-unit development of ten units or more;~~

~~(b) New nonresidential development of 10,000 square feet or more; and,~~ [46]

~~(c) Establishment of a new use, change of use, or change in operational characteristics in a building that is 10,000 square feet or more in size that results in an average daily trip increase of more than 10 percent of the current use, based on the most recent Institute of Traffic Engineers (ITE) trip generation rates.~~

~~31.7.3 **Performance Requirements**~~

~~(a) **VTM Reduction**. All projects subject to the requirements of this section must incorporate measures to reduce to the extent feasible single-occupant vehicle trip generation rates 15 percent below the standard rates as established in the most recent edition of the Institute of Transportation Engineers (ITE) Trip Generation Manual by promoting walking, cycling, public transit, and ridesharing/vanpooling, and/or discouraging single-occupant vehicle travel, ensure that the average Vehicle Miles Traveled (VMT) by residents or workers in the development, or students or workers in schools, is less than the average citywide VMT. This performance target is consistent with the Belmont Village Specific Plan, the Belmont General Plan, and the version of Plan Bay Area effective in 2016.~~

~~(b) **GreenTRIP Certification**. Residential developments may meet this performance requirement by obtaining before issuance of a certificate of occupancy GreenTRIP Certification from TransForm, or other equivalent certification as determined by the Director aimed at reducing parking and vehicle miles traveled.~~

~~31.7.4 **Vehicle Trip Reduction Measures.** All projects subject to the requirements of this section that do not have GreenTRIP Certification or a City accepted equivalent must implement any combination of the following measures to achieve the required VMT reduction and promote use of non-auto and shared mobility options. The Director may establish limits on the use of any single measure to meet a portion of the overall performance requirement for a project. Approvals or modifications by the Director~~

~~related to VMT measures in Section 31.7 shall be with the concurrence of the Public Works Director.~~

~~(a) **Passenger Loading Zones**. Passenger loading zones for carpool and vanpool drop-off located near the main building entrance.~~

~~(b) **Direct Route to Transit**. A well-lighted path or sidewalk utilizing the most direct route to the nearest transit or shuttle stop from the building.~~

~~(c) **Pedestrian Connections**. Safe, convenient pedestrian connections provided from the project to surrounding public streets and, if applicable, trails.~~

~~(d) **Bicycle Connections**. If a site is abutting a bicycle path, lane or route, provision of a bicycle connection close to an entrance to the building on the site.~~

~~(e) **Long-Term Bicycle Parking**. Covered and secure long-term bicycle parking located within the required walking distance. Long-term bicycle parking must be in at least one of the following facilities:~~

~~(1) An enclosed bicycle locker;~~

~~(2) A fenced, covered, locked or guarded bicycle storage area; or,~~ [47]

~~(3) A rack or stand inside a building that is within view of an attendant or security guard or visible from employee work areas.~~

~~(f) **Short-Term Bicycle Parking**. Secure short-term bicycle parking located within the required walking distance.~~

~~(g) **Free Preferential Carpool and Vanpool Parking**. Ten percent of vehicle spaces reserved for carpools or vanpools, with a minimum of one space required. The preferential parking spaces must be provided free of charge.~~

~~(h) **Showers/Clothes Lockers**. Shower and clothes locker facilities free of charge.~~

~~(i) **Transportation Management Association (TMA)**. Participation in or requirement for tenant to participate in a Village or citywide TMA or a similar organization approved by the Community Development Director that provides ongoing administration of and support for non-auto and shared mobility commute incentives, facilities, and services.~~

~~(j) **Paid Parking at Prevalent Market Rates**. Parking provided at a cost equal to the prevalent market rate, as determined by the City based on a survey of paid parking in the City and adjacent communities.~~

~~(k) **Alternative Commute Subsidies/Parking Cash Out**. Provide employees with a subsidy, determined by the applicant and subject to review by the Community Development Director, if they use transit or commute by other alternative modes.~~

~~(l) **Carpool and Vanpool Ride-Matching Services**. Matching of potential carpoolers and vanpoolers by administering a carpool/vanpool matching program, or~~

~~participating actively in such a program administered by a local or citywide TMA, the City, or other public agency.~~

~~(m) **Guaranteed Ride Home**. Guaranteed rides home in emergency situations for carpool, vanpool and transit riders. Rides shall be provided either by a transportation service provider (taxi, rental car, or services provided by transportation network/ride sharing companies) or an informal policy using company vehicles with designated employee drivers.~~

~~(n) **Shuttle Program**. Provision of a shuttle program or participation in an existing shuttle program approved by the City and subject to any fees for the existing program.~~

~~(o) **Information Boards/Kiosks**. Display of the following information in a prominent location, maintained by a designated TDM contact: transit routes and schedules; carpooling and vanpooling information; bicycle lanes, routes and paths and facility information; and alternative commute subsidy information.~~

~~(p) **Promotional Programs**. Promotion and organization of events for the following programs: new tenant and employee orientation packets on transportation alternatives; flyers, posters, brochures, and emails on commute alternatives; Spare the Air (June through October); Rideshare Week (October); and trip planning assistance routes and maps.~~

~~(q) **Flextime**. Provide or require tenants to provide employees with staggered work hours involving a shift in the set work hours of all employees at the workplace or flexible work hours involving individually determined work hours, such that a substantial share of employees regularly arrive at and depart from the worksite before or after the a.m. and p.m. peak periods for vehicle travel.~~

~~(r) **Other Measures**. Additional measures not listed in this section, such as child care facilities or an in-lieu TDM fee established by the City Council to provide funding for multi-modal access facilities and services, or transportation and parking demand management programs.~~

~~31.7.5 **Submittal Requirements.** All projects subject to the requirements of this section must submit a transportation demand management plan in conjunction with the development application. These plans must demonstrate that, upon implementation, they will achieve the performance requirement and shall include the following.~~

~~(a) **Checklist**. A completed checklist of the trip reduction measures chosen by the applicant under Section 31.7.4 (Vehicle Trip Reduction Measures).~~

~~(b) **Trip Generation**. Estimated daily trip generation for the proposed use based on the ITE trip generation rates and the reductions anticipated with implementation of the measures proposed. The Community Development Director with the concurrence of the Public Works Director, a citywide TMA, or a consulting traffic engineer retained by the City at applicants' expense shall maintain guidelines and~~

~~checklists for evaluation of trip reduction potential of proposed measures and make these available to applicants.~~

~~(c) **Implementation Plan**. A description of how the performance requirements will be achieved and maintained over the life of the project.~~

~~(d) **Project-Designated TDM Contact**. Designation of an employee or resident as the official contact for the transportation demand management program. The City shall be provided with a current name and phone number of the project-designated TDM contact who administers carpool and vanpool ride-matching services and promotional programs, updates information on the information boards/kiosks, and is the official contact for the administration of the programs.~~

~~(e) **Site Plan**. A site plan that designates transportation demand management design elements including, as applicable, the location and layout/design of:~~

~~(1) ***External facilities***: preferential parking areas, paid parking areas, shared parking areas, bicycle parking, passenger loading areas, direct route to transit, and pedestrian connections.~~

~~(2) ***Internal facilities***: showers/lockers, information boards/kiosks, and on-site transit pass sales.~~

~~31.7.6 **Required Findings.** Before approval of a project subject to the requirements of this section, the Community Development Director or the Planning Commission, whichever has approval authority, shall make both of the following findings:~~

~~(a) The proposed trip reduction measures are feasible and appropriate for the project, considering the proposed use or mix of uses and the project's location, size, and hours of operation; and,~~ [48]

~~(b) The proposed vehicle trip reductions will ensure that the performance targets of this section will be achieved and maintained.~~

~~31.7.7 **Modifications and Changed Plans**~~

~~(a) **Minor Modifications**. The Community Development Director may approve minor modifications to an approved transportation demand management plan that are consistent with the original findings and conditions approved by the review authority and would result in the same target minimum alternative mode use.~~

~~(b) **Changed Plans**. A proposed change in an approved project subject to the requirements of this section that would result in a 10 percent increase in the number of average daily vehicle trips must be accompanied by a statement of what modifications or additions to the approved transportation demand management plan will be made to ensure the same target alternative mode use. The Director may conditionally approve such a change, subject to annual monitoring to confirm that the TDM program's objectives are being met.~~

~~31.7.8~~31.6.2 ~~**Monitoring and Reporting**. A report documenting the TDM activities undertaken and their results or an affidavit confirming that the requirements of this section have been met must be submitted to the Community Development Director or Village or citywide TMA by the designated TDM contact. If the TDM measures consist of solely measures that would be performed once, this report must be submitted at the completion of the implementation of those measures. For measures that are ongoing commitments, this report must be submitted annually. If the annual report shows compliance for three consecutive years, no further annual reports are required. A five-year review may be required by the Director or the Village or citywide TMA to evaluate the overall effectiveness of all of the TDM activities and may suggest new or modified activities or substitute activities to meet the program's objectives, per the Director's or TMA's review and approval. The Director may impose reasonable changes, consistent with the scope of the original project approval, that must be implemented to assure the TDM program's objectives will be met~~.

MINUTES OF PLANNING COMMISSION MEETING
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, SEPTEMBER 16, 2025
CALL TO ORDER: 7:00 PM

1. ROLL CALL 7:00 P.M.
Planning Commission members present: Margaret Jadallah, Cherry Twigg, Joanne Adamkewicz, David Kramer, Brian Kulich
Commission members absent: Nathan Majeski
Staff Present: Community Development Director Carlos de Melo, Deputy Community Development Director Laura Russell, Senior Planner Rob Gill, Assistant Planner Jeremy Ruiz, Administrative Assistant Courtney Brown

2. PLEDGE OF ALLEGIANCE
Led by Chair Kulich.

3. COMMUNITY FORUM
Chair Kulich opened the Community Forum. No public speakers in house or on Zoom for this item. Chair Kulich closed the Community Forum.

4. COMMISSIONER ANNOUNCEMENTS AND AGENDA AMENDMENTS
Commissioner Adamkewicz made a brief statement on where to find the Planning Commission agenda packets on the City's website. The agendas can be found at www.belmont.gov/agendas. Chair Kulich confirmed no other commissioner announcements or amendments from staff.

5. CONSENT BUSINESS
5A. ACTION: On a motion by Commissioner Adamkewicz, seconded by Commissioner Twigg for Approval of Meeting Minutes as presented for September 2, 2025. Motion Passes 5-0-0 (5 Ayes, 0 Noes, 0 Abstain)

6. STUDY SESSION
Chair Kulich confirmed no study session items.

7. PUBLIC HEARINGS
7A. 1131 Notre Dame Avenue - Single-Family Design Review
Chair Kulich confirmed there were no ex-parte communications. Assistant Planner Ruiz presented the staff report to approve a Single Family Design Review for the construction of an 85 square foot ground floor addition and a new 1,633 square foot upper story for the existing single-family residence (Total - 1,718 square feet). The new net total gross floor area will be 3,229 square feet where 3,235 square feet is the maximum permissible floor area for the subject property.

Commissioner Questions and Comments
The applicant made a brief statement. Commissioners and staff discussed questions on the square footage and setback requirements for the accessory dwelling unit (ADU) on the subject property. Chair Kulich opened the public hearing. A neighbor of the subject property spoke and offered their support for the project. Chair Kulich closed the public hearing.

COMMISSION DISCUSSION AND DELIBERATION
Commissioners concluded their deliberations and made the findings in the affirmative.
ACTION: On a motion by Commissioner Jadallah, seconded by Commissioner Adamkewicz to approve 1131 Notre Dame Avenue (Single-Family Design Review).
Motion Passes 5-0-0 (5 Ayes, 0 Noes, 0 Recusal)

7B. Zoning Text Amendments - Corridor Mixed Use District, Parking, Housing Element Implementation and Other Zoning Code Updates
Chair Kulich confirms there are no ex-parte communications. Deputy Community Development Director, Laura Russell, presented the staff report to adopt a resolution recommending City Council adoption of proposed Zoning Text Amendments related to implementation of the certified Housing Element, development standards in the Corridor Mixed Use (CMU) District, consolidation of parking requirements into one section of the Zoning Ordinance, amendments to implement streamlined processing of housing projects as required by State law, and other updates to clarify zoning regulations and improve implementation.

Commissioner Questions and Comments
Commissioners discussed questions on:

- Transitional yards and setbacks
- Completeness review check on AB130 applications
- Noticing procedures for surrounding neighbors
- Revisions required to comply with the housing element
- Proposed level of authority conferred to the Community Development Director for their project review
- The 65 foot height maximum for hotels in this area and how it may affect the surrounding neighborhood
- The state requirement for residential care facilities
- Density bonus vs community benefits
- Other cities in the area that have moved toward increased Community Development Director review of ministerial projects
- Parking analysis to evaluate compliance with criteria

Chair Kulich opened the public hearing. One resident, whose home is surrounded by the CMU District on three sides, illustrated his concerns on the transitional yard/setback code language and the possibility of a 65-foot high hotel being built five feet from his property. Chair Kulich closed the public hearing.

COMMISSION DISCUSSION AND DELIBERATION
Commissioners and staff discussed the possibility of edits to the transitional yard requirements, the value of public comment and public hearings, the timeline of the 60 day review for ministerial projects, AB 2097 parking requirements, transient occupancy tax, and design standards for parking garages in the CMU District. Commissioners concluded their deliberations and made the findings that the City Council amend the Belmont Zoning Ordinance as described in the staff report and attachments with the following modifications:

- Amend Exhibit B - Section 4, Residential, with the additional recommendation for staff to evaluate adding language pertaining to residential care facilities to specify such facilities shall only be allowed in a single family residence to the extent such language is permissible by State Law, and if not, suggest any new, regulatory language that could be permissible by state law with the intent to mitigate any impact to single family neighborhoods to the extent feasible.
- Amend Exhibit G - Section 13, Design Review, with the additional recommendation that:
  - ⇒ staff does not include any amendments changing the review authority for any "Housing Development Projects as defined by the Housing Accountability Act, Government Code Section 65589.5(h)(2) that for any project not defined "ministerial" or "by-right" by State Law.
  - ⇒ staff does not include any amendments changing the review authority for any project types currently assigned to either the Zoning Administrator and/or Planning Commission.
- Additional amendments to Sections 9.7.5 "Transitional Yards – C and M Districts" to increase the rear, and/or interior side property line setback to 15 feet, plus an additional 5-foot stepback starting at the third floor and for every two floors thereafter for any property in the CMU District that abuts an R-1 District.

These amendments include Section 2, 4, 5A, 8, 9.5.4, 10.8, 13, 31.6, and 31.7 of the Belmont Zoning Ordinance.

The Planning Commission further recommended that staff consider the following items for analysis and future discussion following direction by the City Council:

- Consider and evaluate the ability to create design standards for parking garages that do not face El Camino Real.
- Consider and evaluate potential options on any changes to reviewing authorities for Design Review and/or other entitlement projects in compliance with State Law, including proposed public noticing approaches.

ACTION: On a motion by Commissioner Adamkewicz, seconded by Commissioner Kramer to approve the Zoning Text Amendments with the verbal amendments as stated above (Corridor Mixed Use District, Parking, Housing Element Implementation and Other Zoning Code Updates) Motion Passes 5-0-0 (5 Ayes, 0 Noes, 0 Recusal)

8. OTHER BUSINESS AND UPDATES

Director de Melo gave a brief update on upcoming Planning Commission meetings and the associated agendas that are anticipated through December of this year. Director de Melo also informed the Commission that an appeal was filed regarding the 580 Masonic residential development project.

9. ADJOURNMENT 9:11 PM

Approved by:
Carlos de Melo, Community Development Director

Carlos de Melo

MEMO

To: Stephanie Bertollo-Davis, City of Belmont

From: Lisa Wise Consulting, Inc. (LWC)

Date: September 5, 2025

Subject: Corridor Mixed Use District Height Analysis Summary Memo

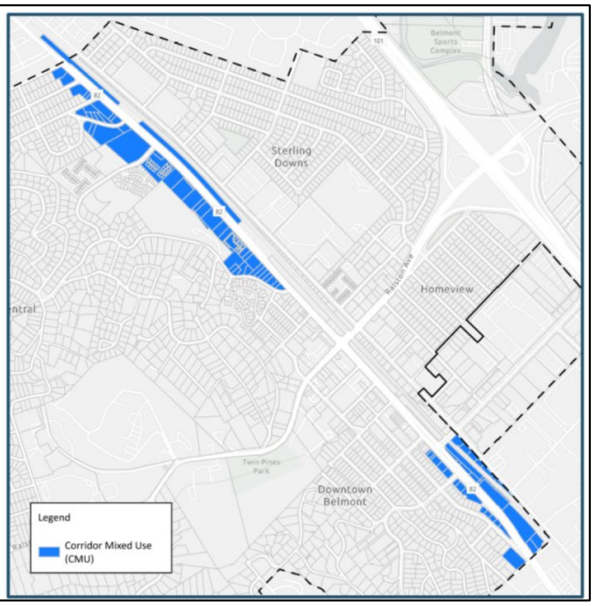
This memo summarizes the 2024 public discussions, analysis, recommendations, and amendments related to the Belmont Zoning Ordinance regulations for the Corridor Mixed Use (CMU) District. The efforts were initially initiated to implement the Housing Element and recent State law, and expanded to address economic development and community concerns about building massing. A key consideration among these topics was a proposed increase to the height limit within the CMU district.

CMU District
Areas of Proposed Amendments

Along El Camino Real, on either side of the BVSP area

North End – 3/4 mile section:
- Includes narrow properties between El Camino Real and Caltrain Tracks
- Does not include Old County Road

South End – 1/3 mile section:
- Includes small portion of Old County Road next to HIA area and City limits



Background

On January 16, 2024, the Belmont Planning Commission considered an increase in the existing building height in the CMU district of 45 feet, with projects with community benefits approved by City Council allowing a height of up to 55 feet. Some Commissioners expressed concerns about the number of floors that may be achieved under an increased height, as well as community expectations about building height in the CMU District based on previous community-wide discussions. Others favored policies that would maximize affordable housing. At that time, several Commissioners expressed an interest in additional study of the CMU District height, including consideration of sufficient height for active ground floor uses and detailed design standards.

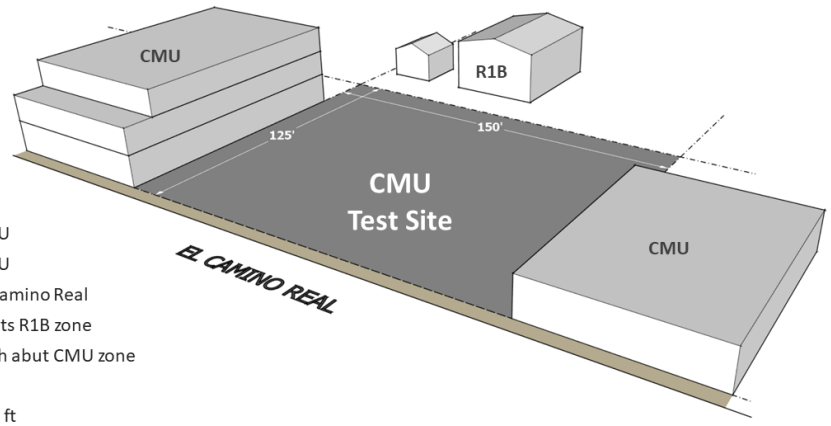
On January 23, 2024, the City Council considered an increase in floor area ratio (FAR) and height in the CMU district. The increase in FAR was included in the Housing Element and necessary for implementation, but the increase in height was not. At that meeting, Council approved an increase in FAR from 1.75 (2.2 with Community Benefits) to 2.0 (2.5 with Community Benefits) but directed a more detailed look into the implications of a height increase. In response, Staff retained the services of Lisa Wise Consulting, Inc. (LWC), a consulting firm that specializes in zoning code amendments and modeling, to assist in conducting the detailed analysis and preparing other needed text amendments, including consolidation of parking requirements and other updates to implement State law and the Housing Element.

On July 23, 2024, the City Council reviewed progress and provided direction on these items. Below is a summary of the detailed analysis and findings about height in the CMU district.

Corridor Mixed Use (CMU) Height Analysis

For the analysis, LWC tested various building scenarios on the following hypothetical site to assist the Council and community in understanding how residential, office and hotel uses may develop in the CMU District:

Hypothetical Corridor Mixed Use Test Site



GP Land Use:	CMU
Zone:	CMU
Frontage:	El Camino Real
Rear:	abuts R1B zone
Interior Sides:	both abut CMU zone
Topography:	Flat
Lot Width:	150 ft
Lot Depth:	125 ft
Area:	18,750 (0.43 ac.)

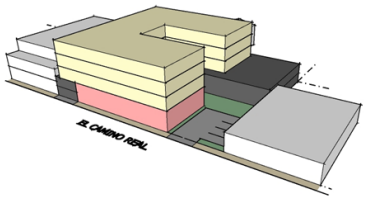
For the series of development scenarios, LWC used a market-based assumption of a 16-foot ground floor commercial height. This reflects a strong priority from the City Council and community to facilitate ground floor commercial uses. The floor heights of the upper floors, however, vary to reflect a range of land uses, construction methods, and market preferences. Both factors impact the overall height of the building and stories within any given height limit.

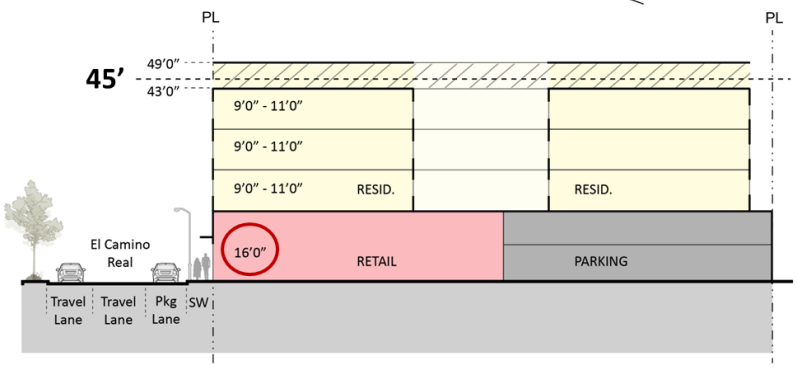
Residential over Retail
Current Height Limit 45'

FAR:	1.98
Density:	79 du/ac
Height:	43'0" - 49'0"
Open Space:	10% of site
Spaces:	49

<u>Residential</u>
34 units
850 sq ft avg. unit size
1.15 spaces/unit

<u>Retail</u>
4,925 sq ft retail
2 spaces/1,000 sq ft

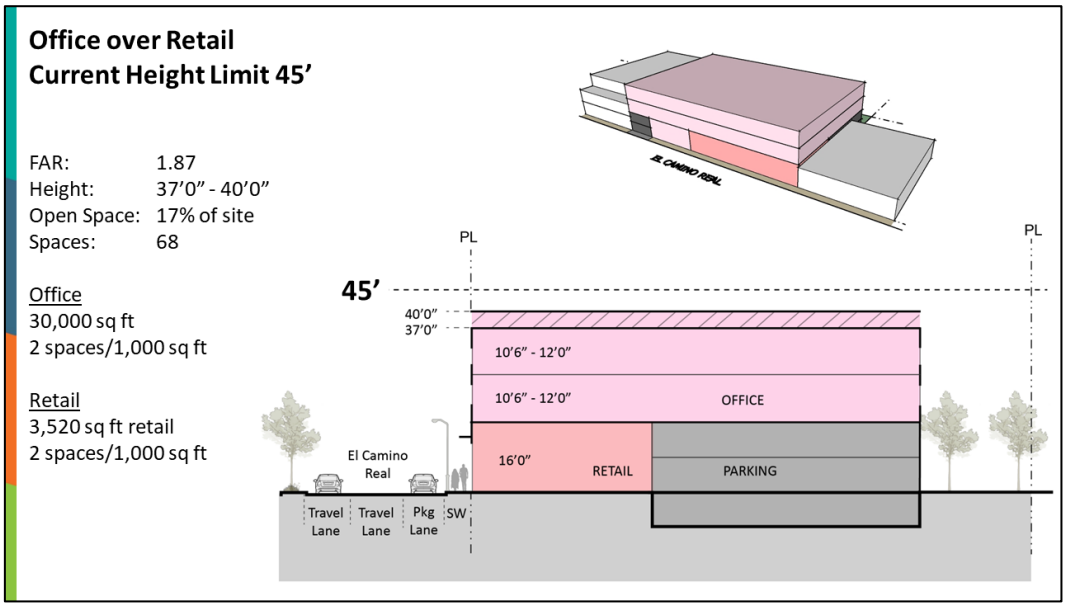




Residential Mixed-use Scenario

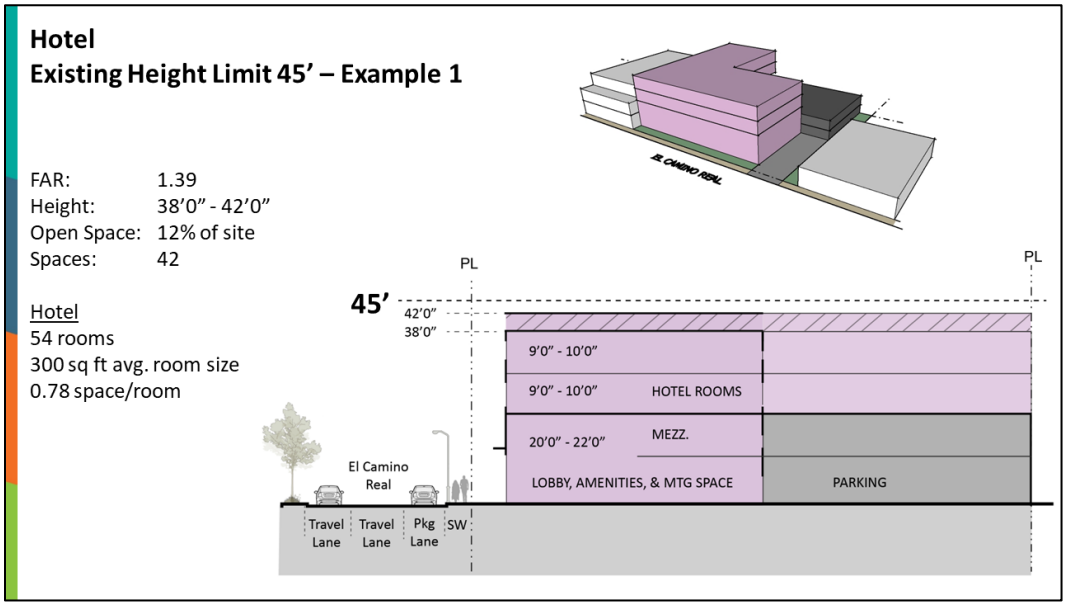
The residential mixed-use scenario above shows that the current base height of 45 feet presents challenges for developing new projects with active ground floor uses and is likely a constraint on redevelopment of underperforming sites. For residential uses, the 45-foot height limit with 16-foot ground floor height would force the upper floors to be very constrained (under 10 feet floor-to-floor), which may not meet the expectations of the market for new units.

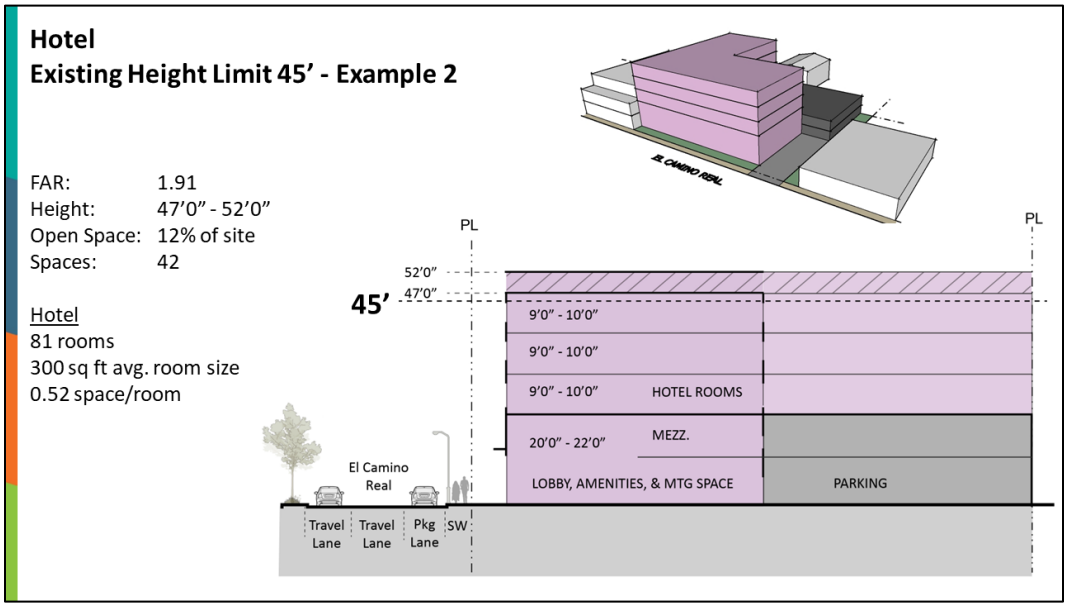
Office Mixed-use Scenario



For office mixed-use projects, taller ceiling heights on the upper floors for office uses are typically necessary in the market. The diagram demonstrates that a 45-foot height limit would limit a project to only three stories with a 16-foot ground floor height. Given the costs of development, three story office buildings are not likely to be viable and may be seen as an under-utilization of the property.

Hotel Scenarios





Hotel developments, which are beneficial to cities due to the associated direct tax revenues from Transient Occupancy Tax (TOT), property tax, and sales (food/beverage and retail sales tax), have different spatial and height requirements from residential and office mixed-use development. The analysis considered the programmatic needs of hotels, as well as typical massing and building sections of nearby hotels and recent hotel proposals, including the 4- and 5-story hotels on Shoreway Road. Looking at a potential development scenario on the hypothetical test site, the team found that by limiting the allowed building envelope to two levels of upper-story hotel rooms, the existing building height limit is likely a limiting factor to attracting hotel uses.

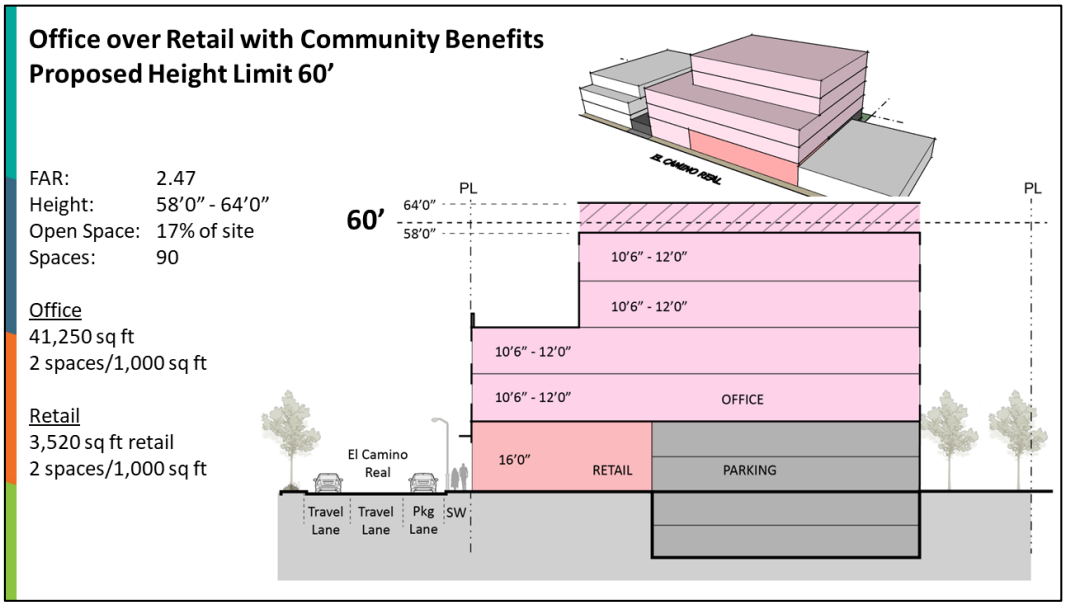
Findings and Recommendations

In light of the analysis summarized above, Staff made the following recommendations to Council at the July 23, 2024 meeting:

Increase the base building height limit from 45 to 50 feet

Increasing the height to 50 feet would allow some flexibility in the ceiling heights for the upper floors but would not ultimately allow an additional floor of residential. This increase would facilitate inclusion of viable retail space on ground floors and provide for more architectural variety. As the Planning Commission and City Council are aware, State Density Bonus law is the primary way residential projects exceed the City's base development standards. Therefore, staff does not anticipate community benefits playing a meaningful role in future residential projects; to exceed the base building height limit, applicants will use Density Bonus instead.

Allow up to 60 feet for projects with Community Benefits

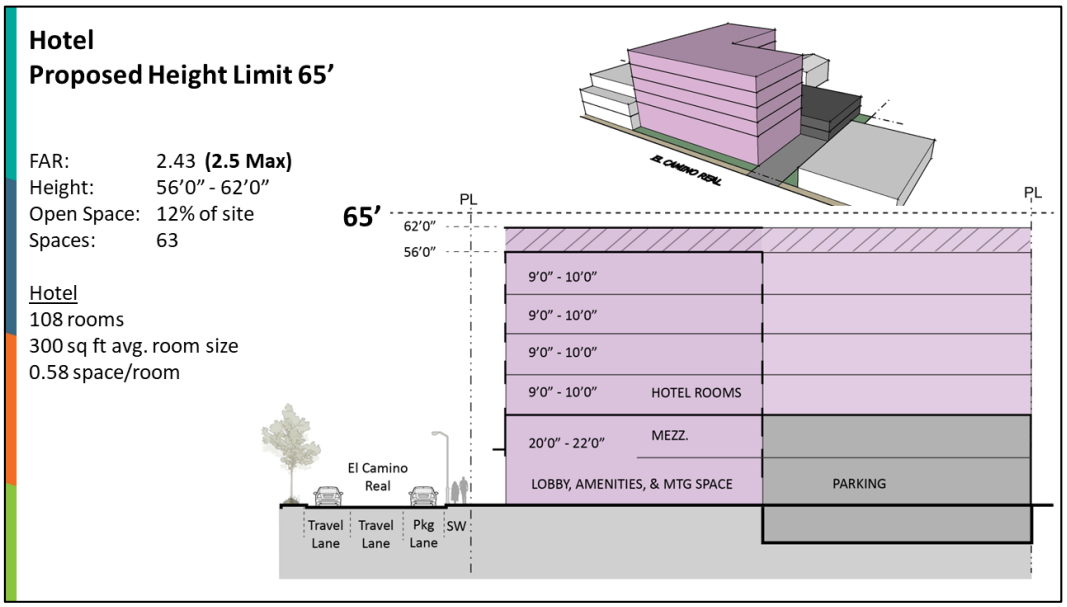


The scenario for office over retail shows that increasing the height limit to 50 feet would comfortably allow three stories of office above a generous ground floor retail story. It also shows that a 60-foot height limit would allow four stories of office above a generous ground floor retail story. Staff recommended establishing a 60-foot height limit for projects with community benefits to allow flexibility for future office/commercial projects that might bring significant benefits to the City. This is lower than the 65 feet height proposed by staff in January 2024 because the scenarios show that a total of five stories can be achieved in 60 feet with a 16-foot ground floor height.

In this scenario, the 2.25 FAR limit with Community Benefits would be the limiting factor to the overall size of development, so projects may not reach the 60-foot limit. However, the taller height limit allows more flexibility for creative and high-quality architecture and site planning.

Community benefits are expected to be a critical part of commercial development. Since community benefits require approval by City Council, an increase in height can be evaluated on a case-by-case basis, balancing the benefits to the community with any concerns. As a reminder, non-residential projects are not subject to the same State mandates that apply to housing projects, so a detailed discretionary review is permissible.

Establish separate development standards for hotels



To incentivize hotel development, staff proposed separate development standards specifically for hotels to incentivize development. Based on the consultant/staff analysis and local property owner discussions about feasibility, staff recommended hotel development standards be set at a 2.5 FAR with a 65-foot height limit and no requirement to apply for the community benefit bonus. These standards would make it more feasible to achieve the requirements for architectural style and amenities that are required by some national brand hotels while acknowledging the economic benefit hotels provide. Staff further recommended removing the requirement for a Conditional Use Permit, making hotels a permitted use in the CMU District.

Summary of Recommendations

In summary, on July 23, 2024, staff proposed the following changes to the development standards in the CMU District:

- Increase the base height from 45 to 50 feet to encourage ground floor commercial uses and make four story office development more feasible.
- Increase the community benefits height from 55 to 60 feet so that commercial projects have an approval pathway via the City Council if the community benefits outweigh potential impacts.
- Establish unique development standards for hotels of 2.5 FAR and 65 feet height to provide an incentive for this fiscally positive land use.

Projects and Comparisons for Reference

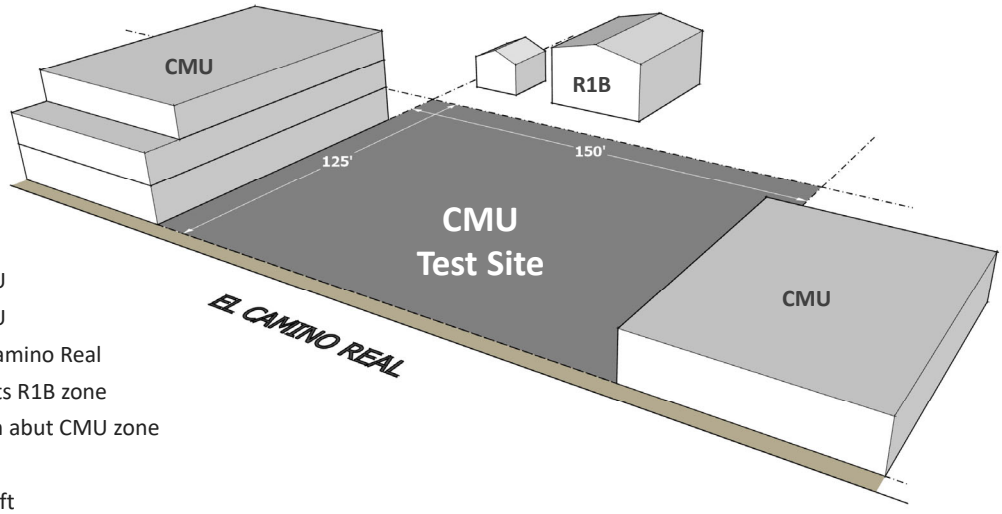
CMU District Height – Example Projects in Belmont

- 1300 El Camino Real – Firehouse Square
  63.5' and 4 stories
- 1325 Old County Road – Artisan Crossing
  53' and 4 stories
- 815 Old County Road – The Hayden
  60' and 5 stories
- 490 El Camino Real
  48' and 4 stories

CMU District Height – Comparison Cities

- San Mateo: 55' for most of El Camino Real; ballot initiative to allow up to 8 stories in downtown area is pending
- San Carlos: 75' for most of El Camino Real; 50' in some places
- Redwood City:
  - Outside of downtown 60-85'
  - Downtown – 4 stories on west side of ECR; 8 or 10 stories on east side
- Menlo Park: 54' for most of El Camino Real; 64' near station; 85' at station with community benefits

Hypothetical CMU Test Site



GP Land Use:	CMU
Zone:	CMU
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Rear:	abuts R1B zone
Interior Sides:	both abut CMU zone
Topography:	Flat
Lot Width:	150 ft
Lot Depth:	125 ft
Area:	18,750 (0.43 ac.)

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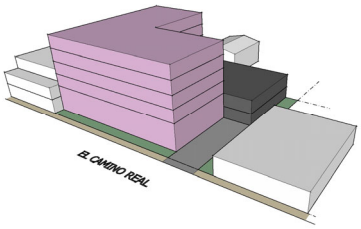
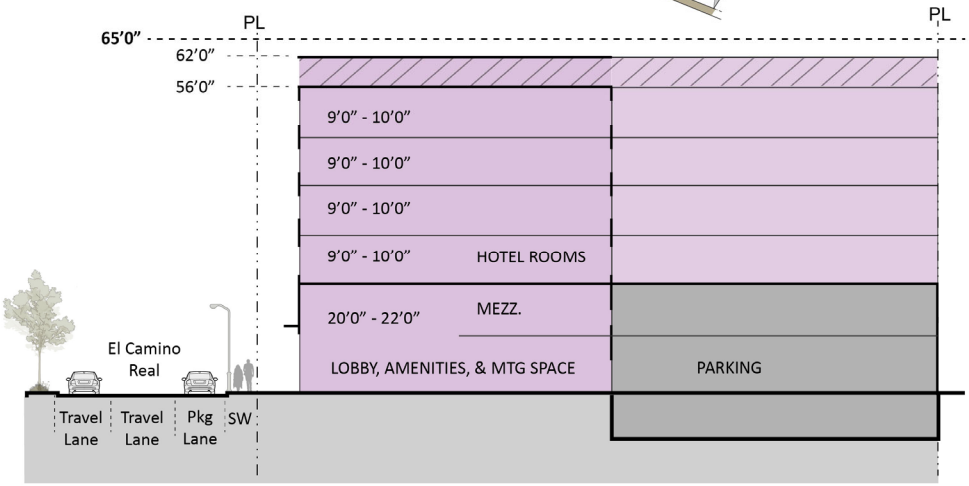
Hotel – Version from Planning Commission Meeting



FAR: 2.43
Height: 56'0" - 62'0"
Open Space: 12% of site
Spaces: 63

<u>Hotel</u>
108 rooms
300 sq ft avg. room size
0.58 spaces/room



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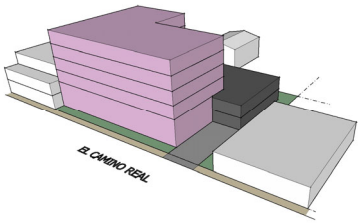
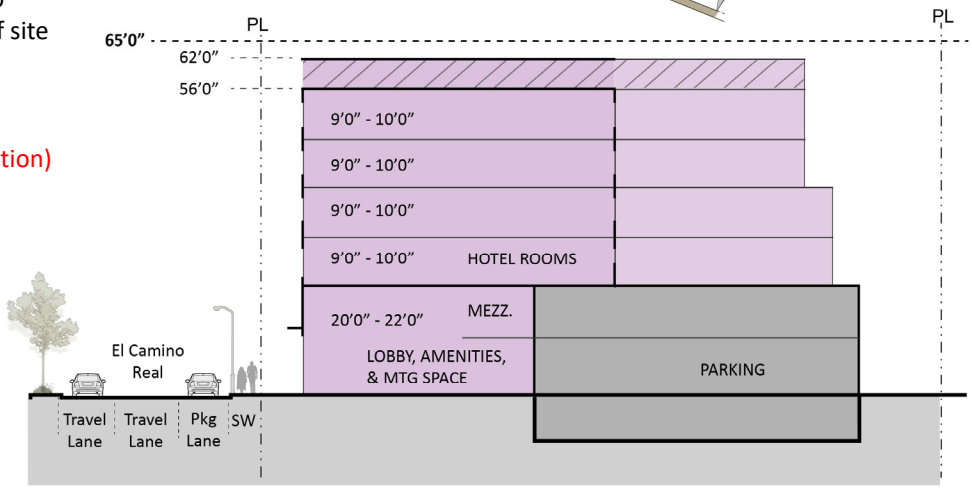
Hotel – Planning Commission Recommendation
15’ setback & two 5’ stepbacks



FAR: ~~2.43~~ 2.08 (does not approach max FAR)
Height: 56’0” - 62’0”
Open Space: ~~12%~~ 15% of site
Spaces: 63

<u>Hotel</u>
~~108~~ 95 rooms (12% reduction)
300 sq ft avg. room size
~~0.58~~ 0.65 spaces/room



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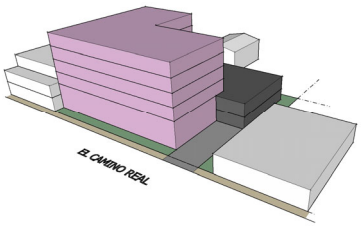
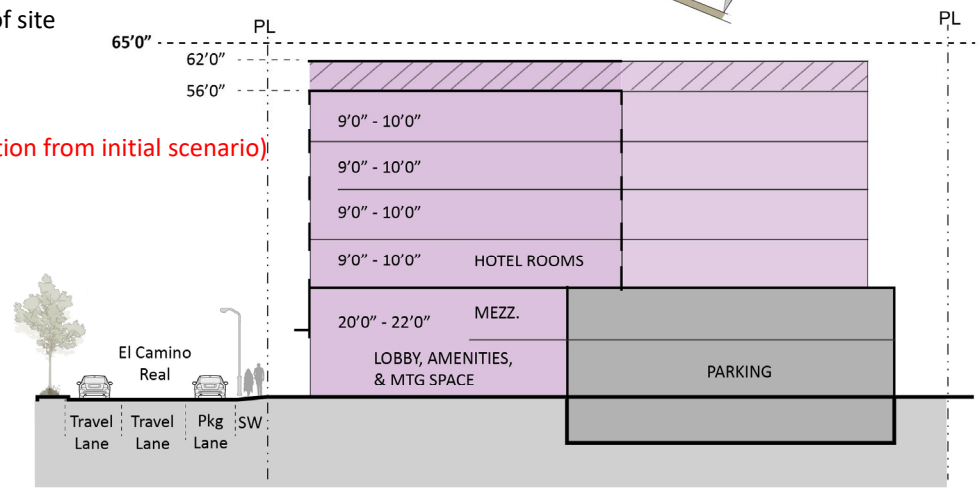
Hotel – Staff Alternative Recommendation
10’ setback & 5’ stepback



FAR: ~~2.43~~ 2.20 (closer to FAR)
Height: 56’0” - 62’0”
Open Space: ~~12%~~ 23% of site
Spaces: 63

<u>Hotel</u>
~~108~~ 99 rooms (8% reduction from initial scenario)
300 sq ft avg. room size
~~0.58~~ 0.63 spaces/room



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Example of CMU District adjacent to residential

El Camino Real and Anita Avenue

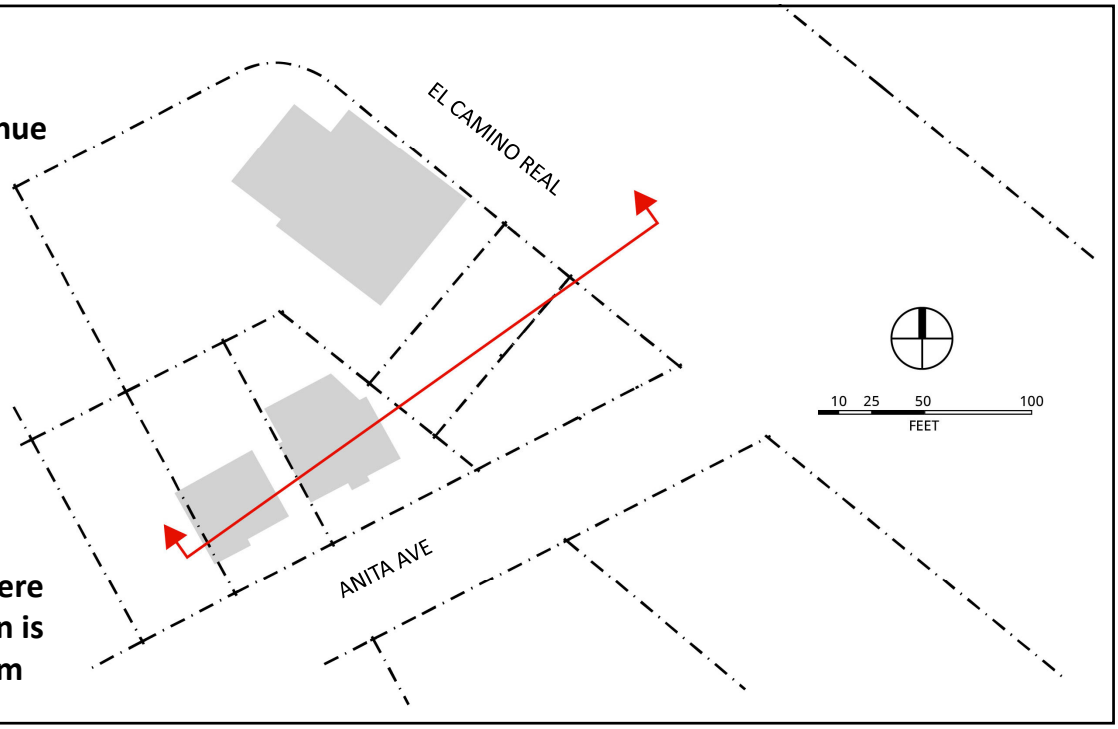
5

Example- potential future development site abutting R-1 District

* Just an example, not a proposed project

6

El Camino Real and Anita Avenue

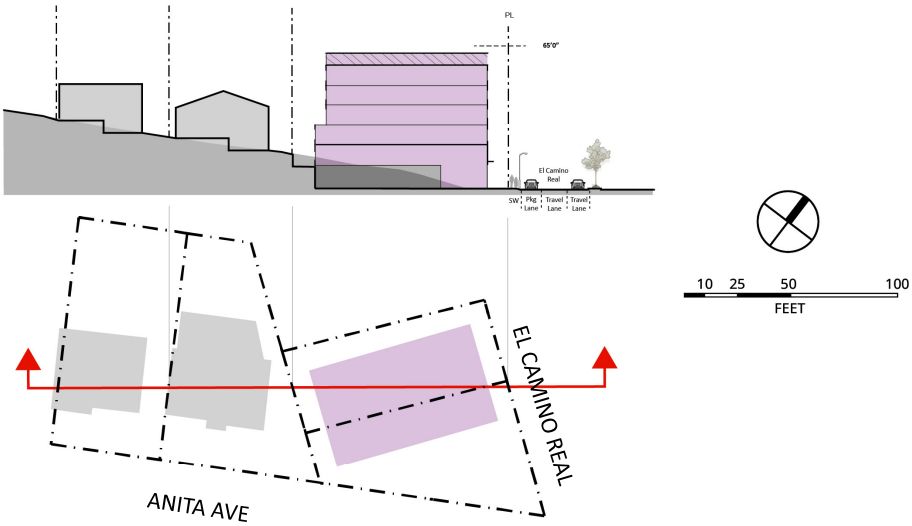


Red line shows where the section is drawn from

7

Example - potential future development site abutting R-1 District

Staff alternative: 10’ setback 5’ stepback



* Just an example, not a proposed project

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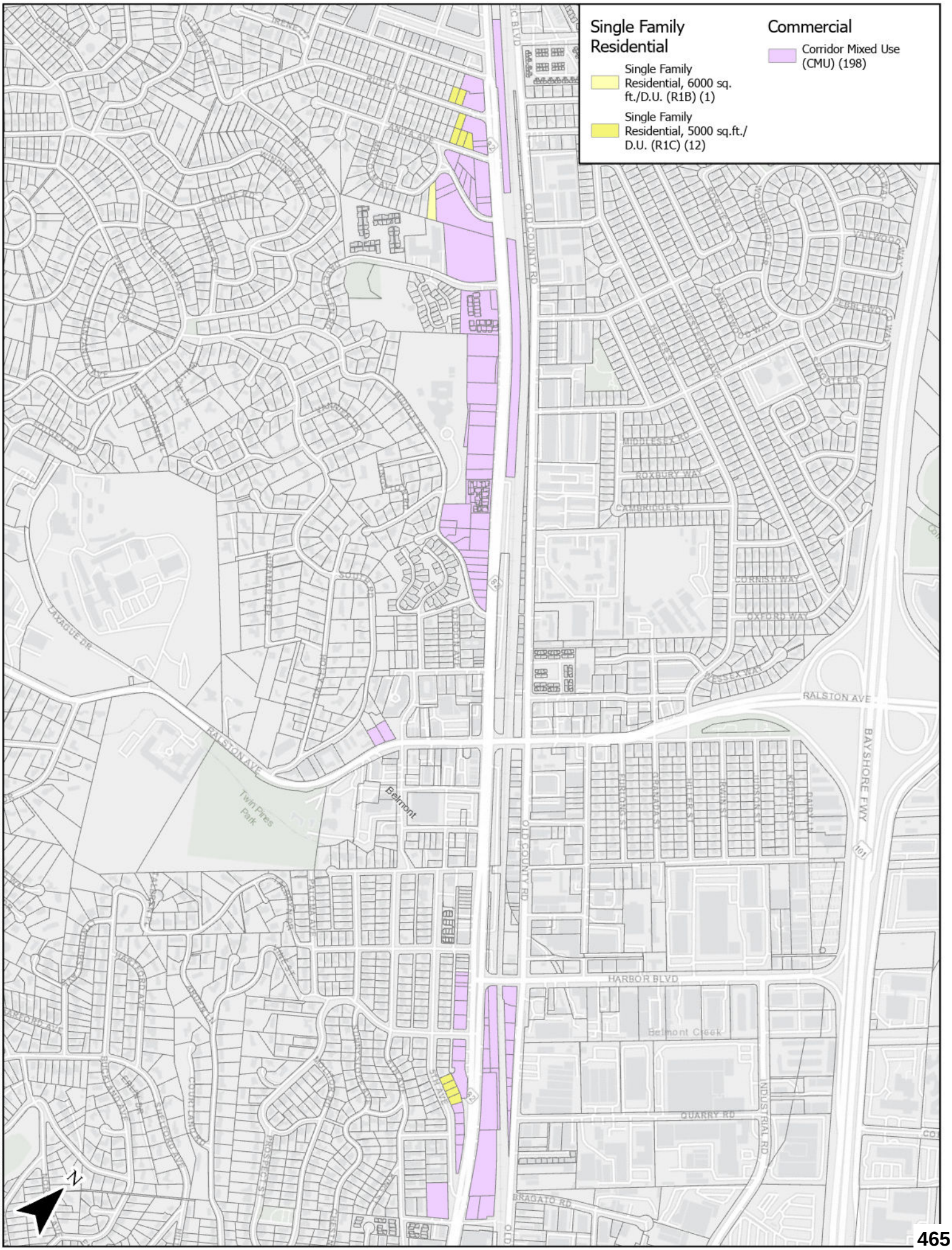


Esri, HERE, Redwood City, County of San Mateo, California, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., Intermap, USGS, EPA

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Jeremy Ruiz, Assistant Planner, (650) 637-2994, jruiz@belmont.gov
Agenda Title:	Charles Armstrong School – Project Introduction
Agenda Action:	For Information Only

Recommendation

Receive a presentation regarding the Charles Armstrong School Development Review Project. No action is required.

Strategic Focus Area

Economic Development and Housing

Background

The Charles Armstrong School is located at 1405 Solana Drive (Assessor's Parcel Number 045-122-190) and zoned PD – Planned Development. The school has filed a Development Review application to construct several new buildings in two phases for their campus. Phase I would consist of an approximately 11,900-square-foot Academic Wing (two buildings with a connecting roof and a small stand-alone building), and Phase II centers on an approximate 11,100-square-foot Athletic Building. A Phase III for the project would involve renovations to existing spaces.

The purpose of tonight's presentation is to:

- Facilitate a project introduction and provide information regarding the proposed project scope;
- Identify the applicable entitlements that are requested in conjunction with the proposed project scope; and,
- Accept comments and answer questions about the project from the City Council, and the public.

No action is requested of the City Council as part of this presentation for the project.

Tonight's information will become part of the project's public record. Next steps will include:

1. Preparation of the project entitlements , and associated Ordinance and Resolution for review and recommendation by the Planning Commission at a future Public Hearing, and,
2. City Council Public Hearing review of the Planning Commission recommendations, project entitlements, and associated PD Amendment Ordinance and Resolutions.

The Planning Commission facilitated a similar project introduction at their November 4th meeting. The Commission heard presentations from City staff, the applicant, and received comments on the project from the public.

Analysis

Since 1988, the school has fostered its mission to be one of three special education, private schools tailored to help dyslexic students within the San Francisco Bay area. Due to growing demand, the school is seeking to expand its facilities to better support its current student population and faculty needs, modernize existing facilities for the future, and increase their student capacity.

Site/School History

- 1950s: The McDougal School was constructed in the mid-1950's as a K-6 public school with a 450-student population.
- July 1982: The City Council approved a Conditional Use Permit to convert the McDougal School Site from a public school to a non-school designation.
- May 1984: The City Council approved a City-initiated Rezoning and General Plan Amendment for the facility. The zoning was changed from SC – Service Commercial to PD - Planned Development and the general plan land use designation was changed from P - Public Facility to I-Institution.
- August 1984: The Planning Commission approved a Conditional Use Permit to operate a private school on land previously used for a public school. The school is certified by the State of California as a non-public special education school. Upon review of an application to add modular classrooms, the city became aware that the original Use Permit had been issued without approval of a Conceptual Development Plan.
- July 1987: The Charles Armstrong School requests approval of a Conceptual Development Plan (CDP), Conditional Use Permit and Design Review. A Resolution approving the Conditional Use Permit, Detailed Development Plan (DDP), and Design Review to allow classroom additions were approved on September 15, 1987.
- January through April 1988: The City Council adopted an Ordinance approving the CDP for the school and amended the zoning ordinance and zoning map to eliminate the agricultural development standards for the school and established the CDP within the PD zoning designation. The Planning Commission also approves a revised Detailed Development Plan (DDP), associated conditions of approval, and procedure/criteria for increasing the student enrollment cap for the school. The established enrollment cap as part of the 1988 City Council & Planning Commission entitlement actions was a maximum of 220 students.
- November 2002: The Planning Commission adopted a Conditional Use Permit (CUP) Resolution allowing the school to increase the enrollment cap from 220 to 260 students. The approved enrollment cap increase did not involve any increase in permissible floor area for the campus.
- 2003-2005 – The school requests approval of a Conceptual Development Plan (CDP) Amendment to allow for enhanced school activities, and construction of approximately 15,600 square feet of additional building floor area for the campus. After significant public review/hearings by both the Planning Commission & City Council, the proposal is disapproved in Spring 2005.

Since 2002, no significant additions, changes to the number of students, or changes to the approved Conditional Use Permit (CUP) for the school have occurred. While small (i.e. landscaping or playground equipment enhancement) projects have occurred at the site since 2002, no approvals have been granted to permit any building additions or increased student enrollment.

Project Scope

As noted earlier, the current proposal plans for construction in two phases. Phase I proposes an approximately 11,900-square-foot Academic Wing (two buildings with a connecting roof and a small stand-alone building), and Phase II consists of an approximate 11,100-square-foot Athletic Building. Additional site improvements would include a new landscaped plaza connecting the buildings, stormwater management systems, utility infrastructure, and slope stabilization.

The proposed project would also increase the school's enrollment capacity cap from 260 to 290 students. The average daily attendance is approximately 230-240 students. The school is allowed to operate on Monday through Friday from 7AM to 9PM. As part of their operations amendment request, they seek a 1-hour extension of their weekday access to 10PM, and weekend access limited to 9AM to 6PM, except for a handful of weekend special events. At the proposed 290-student level, the school expects to add 11 new faculty roles. Administrative and support staff levels are expected to remain unchanged.

Required Project Entitlements

The project requires the following approvals:

- Planned Development (PD) Amendment – Required by zoning to address proposed changes to buildings and operational standards.
- Conceptual Development Plan (CDP) & Detailed Development Plan (DDP) Amendments – required as the project proposes new buildings and to exceed current student population limits which deviate from the approved 1988 Conceptual Development Plan & Detailed Development Plan, and the 2002 Conditional Use Permit.
- Conditional Use Permit – Required to modify the student population limit and operational standards.
- Design Review – Required as new buildings are being proposed on the site.
- Tree Permit – Required as approximately 44 protected trees are being removed for the development of the proposed buildings.
- Grading Permit – Required as the combined volume of material excavated and filled will exceed fifty (50) cubic yards and the grading will disturb an area of more than two thousand (2,000) square feet.

Public Hearings

The project is tentatively scheduled for review at the following Planning Commission/City Council Public Hearings:

- January 6, 2026 – Planning Commission Hearing to review and provide recommendations to City Council on the project entitlements, Ordinance and Resolution.
- January 27, 2026 – City Council Public Hearing to review the Planning Commission recommendations, project entitlements, and Ordinance and Resolution (Introduction & 1st Reading) for the proposed project.
- February 10, 2026 – City Council Meeting (2nd Reading of Ordinance and Resolution) regarding the proposed project.

Neighborhood Outreach

The Charles Armstrong School facilitated a Neighborhood Night Out stop as part of that August 5th

community-wide event. The school also recently conducted a Neighborhood Outreach meeting at the campus on October 16th. At that meeting the school provided an overview of the project and facilitated community comments and feedback; the meeting was well attended. As noted earlier, the Planning Commission held a November 4th Study Session which served as another neighborhood outreach opportunity for the project.

Alternatives

1. Provide additional feedback as appropriate regarding the Charles Armstrong School Development Review Project.

Attachments

1. Staff Presentation
2. 500-Foot Radius Map of School/Project Site

Fiscal Impact

☒ No Fiscal Impact

At this time, there is no direct fiscal impact regarding the recommended action. Future actions as the project progresses will be identified with fiscal impact as appropriate.

☐ Funding Source Confirmed:

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

*E-Notification of agendas and courtesy letter/public meeting notice mailed to all properties within a 300-foot radius of the school property for the November 25, 2025 City Council meeting

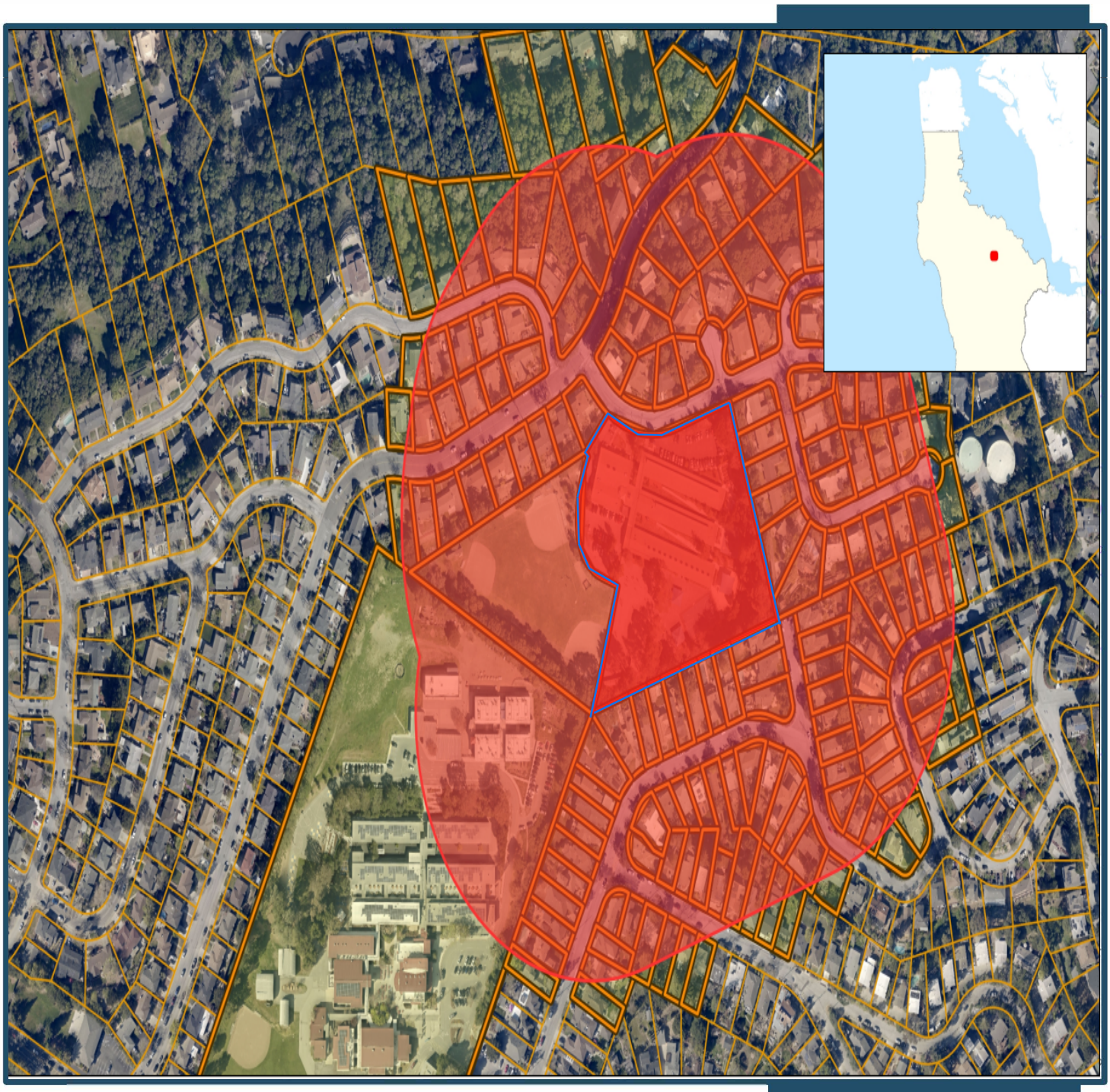
500 FOOT RADIUS MAP

1405 SOLANA DRIVE, BELMONT

Legend

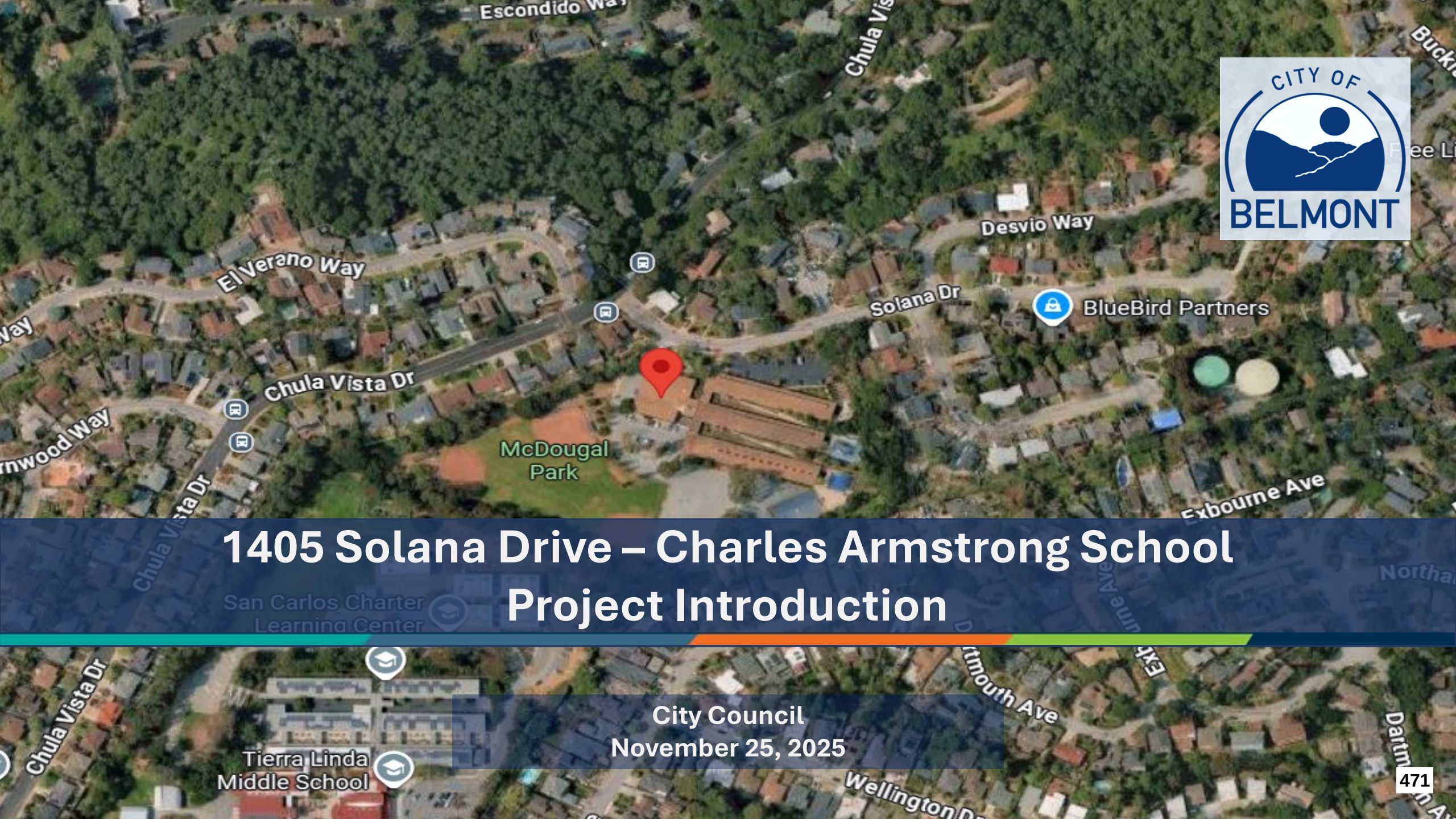
- Street Surfaces
- Parcels
- Focus Property
- Parcels within 300 feet
- Parcels within 500 feet

0 80 160 240 320 400 480 US Feet



NOTE: This is neither a plat nor a survey. It is furnished merely as a convenience to aid in locating the land indicated hereon with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

CITY OF BELMONT CALIFORNIA



1405 Solana Drive – Charles Armstrong School Project Introduction

City Council
November 25, 2025

Presentation Goals

- Facilitate a project introduction and scope.
- Identify applicable entitlements that are requested in conjunction with the proposed project.
- Accept comments and answer questions about the project from the City Council, and the public (as appropriate given the current stage of review for the project).
- No action is requested at this stage of the project review process.
- Planning Commission facilitated a similar project introduction item (and format) at their November 4th Meeting.

Historical Background - Synopsis

- **1950s** – The McDougal School was constructed.
- **July 1982** – McDougal School Site converted from a public school to a non-school designation.
- **May 1984** – Area rezoned from SC – Service Commercial to I – Institutional.
- **August 1984** – Conditional Use Permit established to operate a private, special education school on the former McDougal school site.
- **July 1987 –** The school received approval of a Conceptual Development Plan (CDP), Conditional Use Permit and Design Review. A Resolution approving the Conditional Use Permit, Detailed Development Plan (DDP), and Design Review to allow modular classroom additions which were installed later that year.
- **January through April 1988** – Modified approvals for the CDP for the school occurred. The Planning Commission also approves a revised Detailed Development Plan (DDP), associated conditions of approval, and procedure/criteria for increasing the student enrollment cap for the school.
- **November 2002 –** School receives approval of a Conditional Use Permit (CUP) to allow the school to increase the enrollment cap from 220 to 260 students. The approved enrollment cap increase did not involve any increase in permissible floor area for the campus.
- **2003 through 2005** – A proposed CDP Amendment to allow for enhanced school activities, and construction of approximately 15,600 square feet of additional building floor area for the campus was reviewed and disapproved.

Project Description: Part 1

The school has filed a Development Review application to construct several new buildings in two phases for their campus:

- Phase I: 11,900 sq. ft. Academic Wing
- Phase II: 11,100 sq. ft. Athletic/Community Building
- Additional site improvements
  - Landscaped Plaza
  - Stormwater Management Systems
  - Slope Stabilization
  - Utility Infrastructure
- Phase III: Renovations to existing spaces

Project Description: Part 2

Proposed Operational Changes

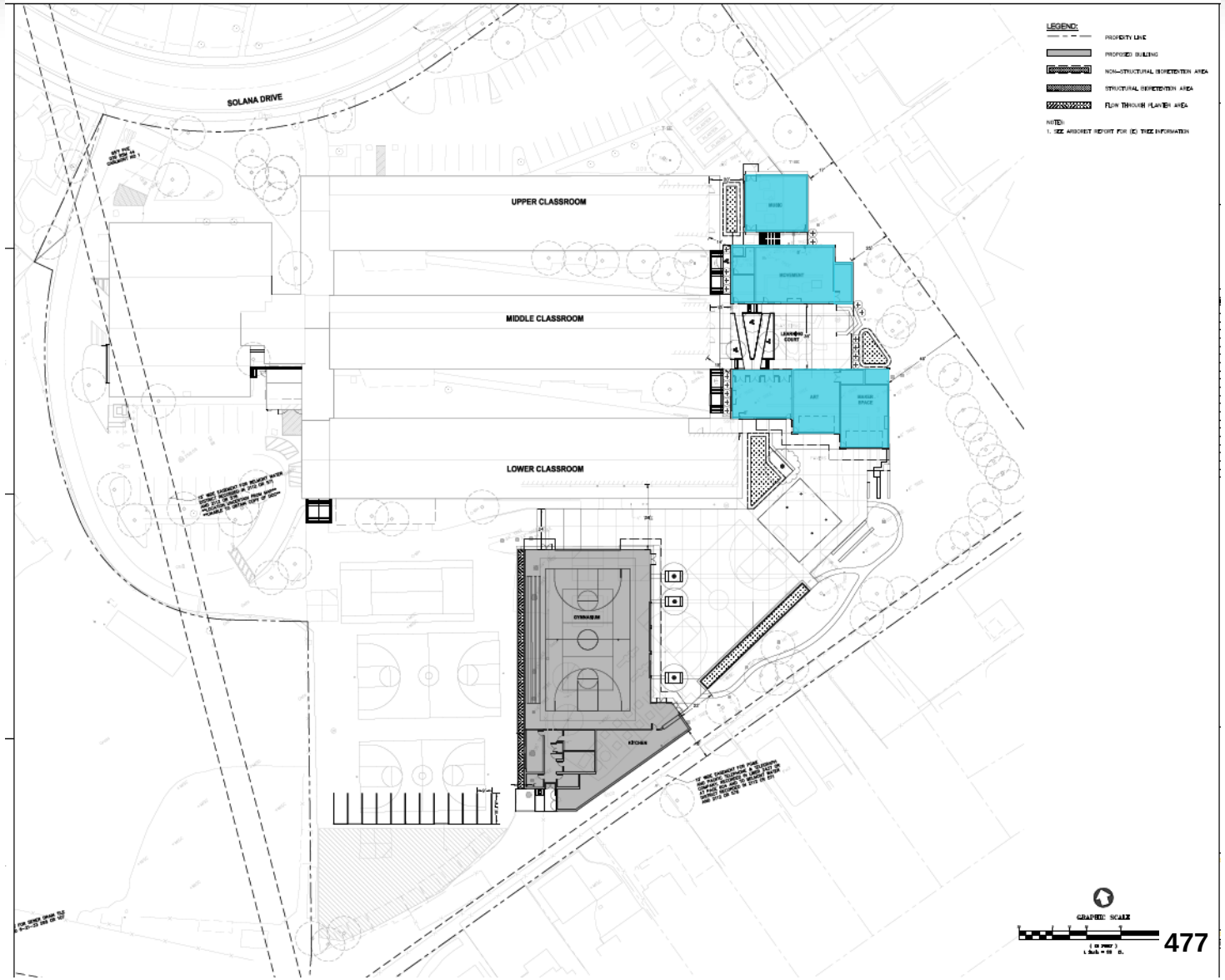
- Increase enrollment cap from 260 to 290 students
  - Average daily attendance is currently 230-240 students
  - Hours of Operations extended by 1 hour [7 AM to 10 PM on weekdays] and certain Weekend Access
- Increase Faculty Staff by approximately 11 new members
  - Admin & Support staff levels expected to remain

Entitlements

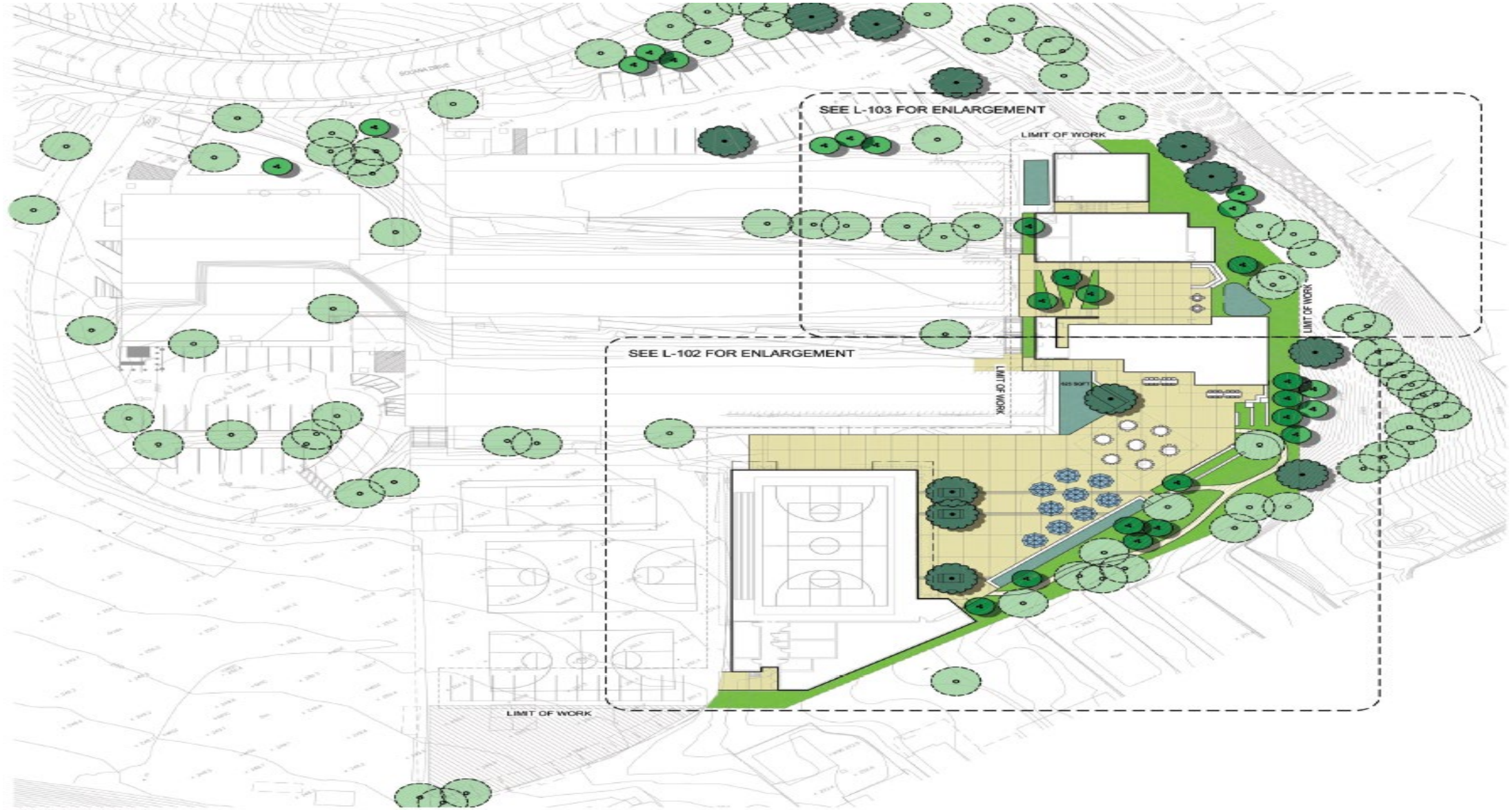
- **Planned Development (PD) Amendment –** which focuses on Conceptual Development Plan (CDP) & Detailed Development Plan (DDP) Amendments to address:
  - New construction and Operational Standards
  - Increase the permitted Floor Area for the campus
  - Increase the current Enrollment cap
  - These requests differ from the approved 1988 Conceptual Development Plan & Detailed Development Plan, and the 2002 Conditional Use Permit.
- **Conditional Use Permit (is connected to the DDP)** – to modify the student population cap and address operational standards.
- **Design Review** – for the new buildings proposed on the site.
- **Tree Permit** – to address approximately 44 protected trees being removed in conjunction with development of the proposed buildings. Significant quantities of replacement trees are proposed to moderate the tree removal permit request.
- **Grading Permit** – to address the combined volume of material excavated and filled that will exceed fifty (50) cubic yards, and grading which will disturb an area of more than two thousand (2,000) square feet.

Site Plan

- **Phase I**
  - Music Room: 6,364 SF
  - Multipurpose: 4,237 SF
    - 2 Classrooms
  - Art & Maker Space: 1,292 SF
    - Science Lab
    - 4 Classrooms
- **Phase II**
  - Gymnasium: 7,973 SF
  - Kitchen: 3,153 SF
- **Phase III**
  - Renovations to existing spaces



Landscape Plan Concept



Tentative Future Public Hearing Schedule

- **January 6, 2026 – Planning Commission Hearing**
  - Review and provide recommendations to the City Council on the project entitlements, Ordinance and Resolution.
- **January 27, 2026 – City Council Public Hearing**
  - Review Planning Commission recommendations, project entitlements, and Ordinance and Resolution (Introduction & 1st Reading) for the proposed project.
- **February 10, 2026 – City Council Meeting**
  - Should the project receive City Council Approvals on 1/27/26, Second Reading of Project Ordinance and Resolution would occur on this date.

Thank you!

belmont.gov

STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Grace Castaneda, Finance Director, (650) 595-7436 Afshin Oskoui, City Manager, (650) 595-7410
Agenda Title:	Report from Audit Committee and Measure I Committee for FY 2024-25
Agenda Action:	Other

Recommendation

1) The Audit Committee recommends the City Council receive the financial reports and recommendations of the City's independent auditor for the fiscal year ended June 30, 2025; and
2) Receive Annual Measure I Advisory Committee Report for the fiscal year ended June 30, 2025.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Audit Committee

The Audit Committee, comprised of Vice Mayor Pang-Maganaris, who serves as the Chair, and Council Member Jordan, provides independent review and oversight of the City of Belmont's financial reporting processes, internal controls, and independent auditors. By effectively carrying out its functions and responsibilities, the Audit Committee helps to ensure that staff properly develops and adheres to a sound system of internal controls, that procedures are in place to objectively assess management's practices, and that the independent auditors, through their own review, objectively assess the City's financial reporting practices. In fulfilling these duties, the Audit Committee met this calendar year on June 9th and November 13th.

For the fiscal year ended June 30, 2025, the reports include:

- Annual Comprehensive Financial Report (ACFR)
- Memorandum on Internal Control and Required Communications
- Measure A Funds Report on Compliance
- Measure I Fund Financial Statements
- Measure W Funds Report on Compliance
- Agreed Upon Procedures Report on Compliance with Proposition 111 (City)
- Agreed Upon Procedures Report on Compliance with Proposition 111 (BFPD)

Measure I Advisory Committee

Measure I, the one-half cent transaction and use tax, is a locally-controlled funding source that was approved by Belmont voters in November 2016 and became effective beginning on April 1, 2017.

Measure I was passed as a general tax, and therefore the funds may be used for any valid governmental purpose. However, based on input received through community meetings and numerous surveys, the City Council has continued to direct that Measure I fund be utilized towards streets and storm drains infrastructure improvements.

Measure I provides that, by no later than December 31st of each year, the City's independent auditor shall complete a report to verify that the taxes levied under Measure I have been properly applied, exempted, collected, and remitted in accordance with the law for the prior fiscal year.

The Belmont City Code establishes the duties of the Measure I Advisory Committee ("the Committee"), which are to monitor and report on how the tax levied by Measure I has been spent, to review the annual audit prepared by the City's independent auditor related to the prior fiscal year's collection and expenditure of Measure I funds, and to transmit a report annually regarding the accuracy of the auditor's findings. To preserve the integrity and independence of the advisory process, the Committee members shall not have a role in determining the use of revenue generated by Measure I.

The Committee understands that its role is to review and evaluate Measure I annual reports and the general scope of the associated audit work, and to give reasonable assurance that the Measure I funds are being properly spent and reported on.

Analysis

Audit Committee

From an oversight standpoint, the Audit Committee has been able to provide an independent review of the City's financial reporting processes and internal controls and finds that the City is in good financial health and is maintaining control over budgeted activities. For the fiscal year ended June 30, 2025, the City's general funds, which include the General Fund and Measure I Fund, ended with a $38.0 million fund balance, of which $31.6 million is classified as "unassigned" and is therefore available for expenditures at the City's discretion. As of June 30, 2025, the General Fund balance met both the target 33% of operating expenditure budget, or $8.8 million, reserve requirements.

In an effort to make the financial statements clearer and more understandable to readers, the ACFR includes a Letter of Transmittal and a Management Discussion and Analysis section that summarize and highlight the City's financial results. They are intended to be read in conjunction with the accompanying Basic Financial Statements in the ACFR.

The ACFR has been audited by an independent, certified, and licensed auditor. On November 13th, the Audit Committee received the auditor's opinion, annual financial reports, and Memorandum on Internal Control (MOIC). At this meeting, the auditor discussed the City's financial results with the Audit Committee, along with City management. The Audit Committee determined that the reports and related information were fairly presented, to the extent such a determination can be made solely on the basis of

such conversations. The Audit Committee also determined the reports were comprehensive and adequately disclosed the financial position and results of operations for the City.

In addition, the Audit Committee formally received the MOIC from the City's independent auditor. A MOIC consists of notes to material weaknesses, significant deficiencies, and other matters that include new Government Accounting Standards Board (GASB) pronouncements that could impact financial reporting and operations taking effect in the next few years and opportunities for strengthening internal controls and operating efficiency.

As prescribed by policy, the Audit Committee at its meeting on November 13th directed the Chair to transmit this report to the City Council. By doing so, the Committee is recommending that that the financial reports and recommendations of the auditor are made public. Furthermore, in performing this function, the Audit Committee has discharged its duties and met its responsibilities.

As for discharging its other responsibilities, the Audit Committee makes the following comments:

1. The Audit Committee has reviewed its provision of funding. No changes are proposed.
2. The Audit Committee has considered and determined there is no need to retain a financial expert to assist in fulfilling its responsibilities.
3. The Audit Committee has reviewed updates to the best practices, which have been added to the City's financial policies.

With respect to the reports, the Audit Committee would like to draw attention to the following:

- The Independent Auditors have issued an unmodified opinion, which is the highest level of assurance possible.

The City of Belmont has a long history of being a best practice city and, as such, incorporates Best Practices and Advisories issued annually by the Government Finance Officers Association (GFOA) into its Financial Policies. GFOA Best Practices and Advisories are written as a guide, identifying specific policies and procedures contributing to improved government management. They aim to promote and facilitate positive change rather than to codify current accepted practices.

Periodically, the Best Practices and Advisories will include new or modified recommended practices that apply to the City. The Audit Committee recognizes the importance of Best Practices and Advisories in the design, operation, and administration of the City's internal control system in discharging its fiduciary duty and, similarly to the reports discussed previously, recommends City Council receive the updates to the Financial Policies. Staff would also like to draw attention to the annual budget document, which includes a Financial Policies section. It serves as a central reference point to the most important of the City's policies, which are critical to the continued financial health of our local government.

The Audit Committee wishes to express its appreciation to the City's management, and in particular, the Finance Department staff, for the information they have provided for the Committee to compile this report.

Measure I Advisory Committee

For fiscal year ended June 30, 2025, the Measure I financial statements have been audited by the City's independent auditor who issued a report on the financial statements and a report on Measure I compliance. The financial statements and the auditor's reports are attached, and hard copies have been provided to the Council under separate cover.

During the fiscal year, the City recognized revenues totaling $2,261,306 in Measure I transactions and use tax, and $147,073 in interest earnings, for a total of $2,408,379 in revenues. For street improvements, $3,132,267 was expended, and $141,072 was expended for storm drain improvements, leaving a fund balance as of June 30, 2025, at $3,599,388 for project expenditures.

The Committee met on November 13th and, based on the Committee's review of information made available by City staff, including the Measure I financial statements and the audit opinions of the independent auditor, gained reasonable assurance that the Measure I funds are being properly spent and reported on. The Committee directed the Chair to transmit this report through the City Manager's Office and, by doing so, has discharged its duties and met its responsibilities for the year ended June 30, 2025, as required by the Belmont City Code.

The Committee noted that they continue to review supplemental materials provided by the Public Works Department regarding the nature of ongoing and planned improvements to streets and the storm drainage system.

The Committee wishes to express its appreciation to the City's management, the staff members of the Finance and Public Works Departments, for the information they have provided for the Committee to compile this report.

By:

Patrick Kong
Measure I Advisory Committee Vice Chair

Alternatives

1. Take no action.
2. Refer to staff with direction.

Attachments

A. ACFR, including Transmittal Letter
B. Memorandum on Internal Control
C. Required Communications
D. Financial Policy Updates Memorandum
E. Measure I Fund Financial Statements

On file and available on the City's website:

1. Measure A Funds Report on Compliance

2. Measure W Funds Report on Compliance
3. Agreed Upon Procedures Report on Compliance with Proposition 111 (City) (on file and available in the Finance Department)
4. Agreed Upon Procedures Report on Compliance with Proposition 111 (BFPD) (on file and available in the Finance Department)

Fiscal Impact

☒ No Fiscal Impact	Receipt of the financial reports and recommendations of the City's independent auditor for the fiscal year ended June 30, 2025 has no direct fiscal impact.
☐ Funding Source Confirmed:	

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

*Audit Committee and Measure I Advisory Committee

MEMORANDUM

TO: Audit Committee

FROM: Grace Castaneda, Finance Director

SUBJECT: City of Belmont Financial Policies

DATE: November 13, 2025

The City of Belmont has a long history of being a best practice city and, as such, incorporates Best Practices and Advisories issued annually by the Government Finance Officers Association (GFOA) and from other sources. GFOA Best Practices and Advisories are written as a guide, identifying specific policies and procedures contributing to improved government management. They aim to promote and facilitate positive change rather than to codify current accepted practices. These policies are used by staff to identify enhanced techniques and provide information about effective strategies when these topics arise. They are not prescriptive but are formative.

As part of the City's annual update, the GFOA Best Practices and Advisories include new or modified recommended practices as they apply to the City. These Best Practices and Advisories can be referenced at www.gfoa.org/best-practices.

Staff would also like to draw the Audit Committee's attention to the annual budget document, which includes a Financial Policies section (www.belmont.gov/budget). It serves as a central reference point to the most important of the City's policies, which are critical to the continued financial health of our local government.

By receiving and accepting this report, the Audit Committee recognizes the importance of best practices in the design, operation, and administration of the City's internal control system, and in doing so, discharges its fiduciary duties and responsibilities. It is recommended that the Audit Committee direct the Chair to transmit this action to the City Council as part of its annual report on the audit to City Council. By doing so, the Committee is recommending that the financial policies be accepted by City Council.

Feel free to contact me, should you have any questions.

City of Belmont, California
Measure I Fund
Financial Statements
For the Year Ended June 30, 2025

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CITY OF BELMONT
Measure I Fund
Financial Statements
For the Fiscal Year Ended June 30, 2025

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MAZE & ASSOCIATES

INDEPENDENT AUDITOR'S REPORT

The Honorable Mayor and Members of the City Council
City of Belmont, California

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of the Measure I Fund (Fund) of the City of Belmont, California (City), as of and for the year ended June 30, 2025, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Fund as of June 30, 2025, and the change in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirement relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Accountancy Corporation
3478 Buskirk Avenue, Suite 217
Pleasant Hill, CA 94523

T 925.228.2800
E maze@mazeassociates.com
W mazeassociates.com

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Fund's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Emphasis of a Matter

The financial statements referred to above present only the Fund and are not intended to present fairly the financial positions of the City or the results of its operations in accordance with accounting principles generally accepted in the United States of America.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Statistical Section listed in the Table of Contents, but does not include the basic financial statements and our auditor's report thereon. Our opinion on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exits, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 7, 2025, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to solely describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Maze & Associates

Pleasant Hill, California
November 7, 2025

CITY OF BELMONT
MEASURE I FUND

BALANCE SHEET
JUNE 30, 2025

Assets:	
Cash and investments	$3,191,724
Due from the State of California	407,664
Total Assets	$3,599,388
Fund Balance:	
Committed for Infrastructure	$3,599,388
Total Liabilities and Fund Balance	$3,599,388

See accompanying notes to financial statements

CITY OF BELMONT
MEASURE I FUND

STATEMENT OF REVENUES,
EXPENDITURES AND CHANGES IN FUND BALANCE
FOR THE YEAR ENDED JUNE 30, 2025

Revenues:	
Measure I Sales Tax	$2,257,406
1661 Ralston Slurry Seal Reimbursement	3,900
Interest Earnings	147,073
Total Revenues	2,408,379
Expenditures:	
Measure I Projects:	
Street Improvements	3,132,267
Storm Drain Improvements	141,072
Total Expenditures	3,273,339
Net Change in Fund Balance	(864,960)
Fund Balance - July 1, 2024	4,464,348
Fund Balance - June 30, 2025	$3,599,388

See accompanying notes to financial statements

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CITY OF BELMONT, CALIFORNIA
MEASURE I FUND
NOTES TO FINANCIAL STATEMENTS
For the Fiscal Year Ended June 30, 2025

NOTE 1 – BACKGROUND

The Belmont Streets and Services Measure (Measure I) was approved by the voters in November 2016, with 55 percent of the vote. The collection of the half cent general sales tax started in the first week of April 2017. The stated objective of the City Council for Measure I is to pay for the City's infrastructure for the next 30 years. The City of Belmont administers the program and distributes the funds.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity – All transactions of the Measure I Program of the City of Belmont, California (City), are reported as a part of the General Fund in the basic financial statements of the City. The Measure I Fund is used to account for the City's share of revenues earned and expenditures incurred pursuant to the Belmont Streets and City Services Measure. The accompanying financial statements include Measure I Funds only and are not intended to fairly present the financial position, results of operations and cash flows of the City in conformity with accounting principles generally accepted in the United States of America.

Basis of Accounting – The accompanying financial statements are prepared on the modified accrual basis of accounting. Revenues are generally recorded when measurable and available, and expenditures are recorded when the related liabilities are incurred.

The accounting and financial reporting treatment applied to a fund is determined by its measurement focus. All governmental funds are accounted for using a "*current financial resources*" measurement focus, wherein only current assets and current liabilities generally are included on the balance sheets. Operating statements of governmental funds present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets.

Description of Funds – The accounts are maintained on the basis of fund accounting. A fund is a separate accounting entity with a self-balancing set of accounts. The City uses a subfund of the General Fund to account for the proceeds of specific revenues (other than for capital projects) that are legally restricted to be expended for specified purposes.

Use of Estimates – Management uses estimates and assumptions in preparing the financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities, and the reported revenues and expenses. Actual results could differ from those estimates.

NOTE 3 – CASH AND INVESTMENTS

Cash and investments are maintained on a pooled basis with those of other funds of the City. Pooled cash and investments consist of money market funds investing in such obligations and the State Treasurer's investment pool (Local Agency Investment Fund). All investments are stated at fair value. Pooled investment earnings are allocated based on the average cash and investment balances of the various funds and related entities of the City.

See the City's Annual Comprehensive Financial Report for disclosures related to cash and investments and the related custodial risk categorization. The Annual Comprehensive Financial Report may be obtained from the City of Belmont, 1 Twin Pines Lane, Belmont, CA, 94002.

MAZE & ASSOCIATES

INDEPENDENT AUDITOR'S REPORT ON
INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON MEASURE I COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members of the City Council
City of Belmont, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Measure I Fund (Fund) of the City of Belmont, California, as of and for the year ended June 30, 2025, and have issued our report thereon dated November 7, 2025.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Fund's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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Pleasant Hill, CA 94523

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Fund's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. Our procedures included tests of compliance with the applicable provisions of Section 23-114, Annual Audit, of Chapter 23 of the Belmont City Code (Ordinance No, 2016-1109). However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control dated November 7, 2025, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing based on the requirements specified in Section 23-114, Annual Audit, of Chapter 23 of the Belmont City Code (Ordinance No, 2016-1109), and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

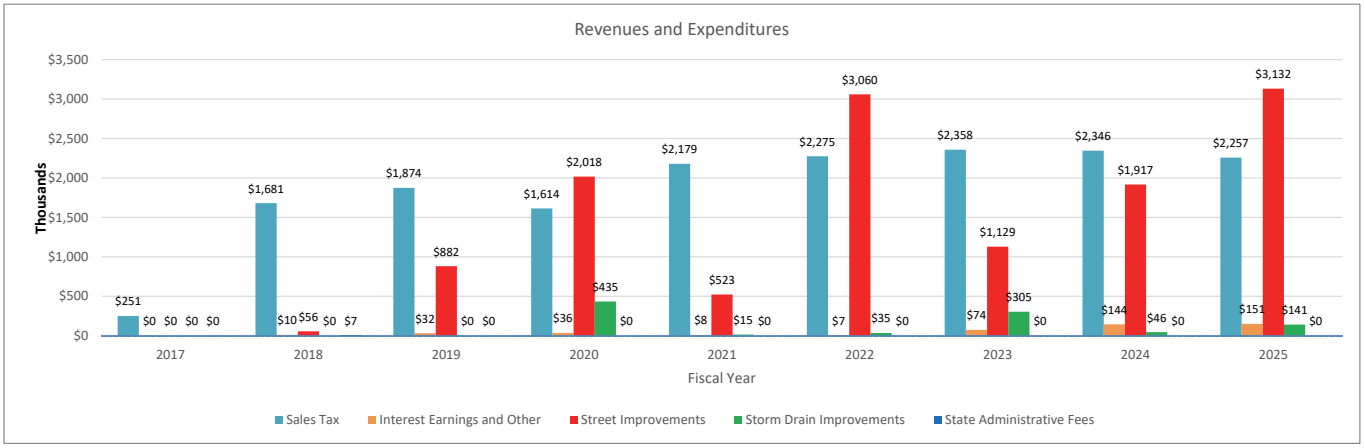
This report is intended solely for the information and use of management, City Council, others within the City, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties; however, this restriction is not intended to limit the distribution of this report, which is a matter of public record.

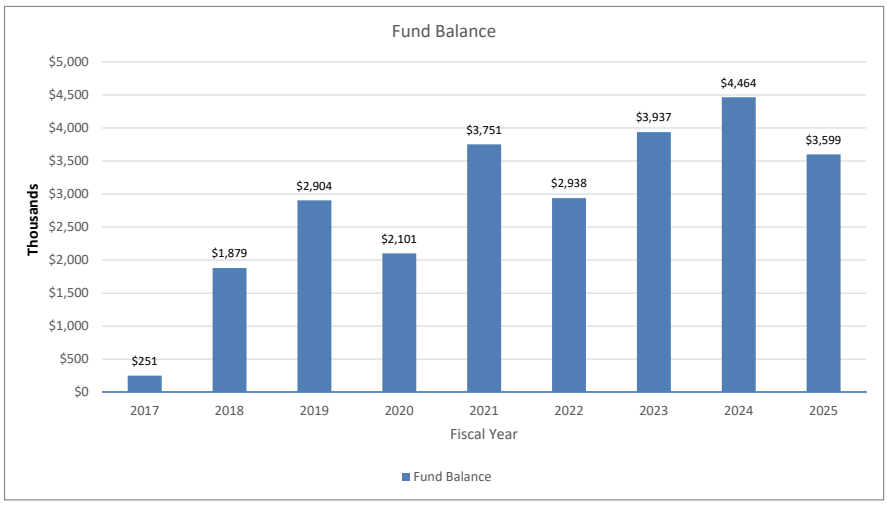
Maze & Associates

Pleasant Hill, California
November 7, 2025

CITY OF BELMONT
MEASURE I FUND
REVENUES AND PROJECT EXPENDITURES

Last Ten Fiscal Years*





	Fiscal Year Ended June 30,								
	2017*	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
Revenues:									
Measure I Sales Tax	$251,095	$1,681,041	$1,874,155	$1,614,275	$2,179,340	$2,275,183	$2,358,043	$2,346,324	$2,257,406
Reimbursement									3,900
Interest Earnings	89	10,194	31,712	35,707	8,318	7,361	74,159	144,140	147,073
Total Revenues	$251,184	$1,691,235	$1,905,867	$1,649,982	$2,187,658	$2,282,544	$2,432,202	$2,490,464	$2,408,379

	Fiscal Year Ended June 30,									
	2017*	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**	
	Actual	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Actual**	**Budget**	**Actual**
Expenditures:										
Projects:										
Street Improvements	$0	$56,440	$881,593	$1,058,939	$523,150	$1,674,062	$1,129,467	$1,917,090	$7,894,759	$3,132,267
Storm Drain Improvements	0	0	0	434,613	14,638	35,325	304,519	45,997	141,072	141,072
Transfer to Measure A Projects	0	0	0	958,744	0	0	0	0	0	0
Transfer to Infrastructure Projects	0	0	0	0	0	1,385,864	0	0	0	0
State of California District Tax	0	0	0	0	0	0	0	0	0	0
Administrative Fee	0	6,647	0	0	0	0	0	0	0	0
Total Expenditures	$0	$63,087	$881,593	$2,452,296	$537,788	$3,095,251	$1,433,986	$1,963,087	$8,035,831	$3,273,339
Fund Balance	$251,184	$1,879,332	$2,903,606	$2,101,292	$3,751,162	$2,938,455	$3,936,671	$4,464,348		$3,599,388

*Measure I was effective April 1, 2017.

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City of Belmont, California

ANNUAL COMPREHENSIVE

FINANCIAL REPORT

For Fiscal Year Ended
June 30, 2025

CITY OF BELMONT

Mission

To enrich the quality of life for our community with the services provided for a safe, fulfilling and vibrant life.

CALIFORNIA BELMONT

www.belmont.gov

Vision

We are celebrated for enhancing:

- Distinctive community character
- Easy mobility
- Natural beauty
- Thriving culture
- Thriving economy

CITY OF BELMONT, CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FOR THE YEAR ENDED JUNE 30, 2025

Prepared by

FINANCE DEPARTMENT

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Introductory Section

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CITY OF BELMONT

Annual Comprehensive Financial Report
For the Year Ended June 30, 2025

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Message from the Finance Director

November **7**, 2025

To the Members of the City Council and Citizens of the City of Belmont, California:

We are pleased to present the City of Belmont's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2025. The format and content of this ACFR complies with the principles and standards of accounting and financial reporting adopted by the Governmental Accounting Standards Board (GASB), and contains all information needed for readers to gain an understanding of the City's financial activities. Responsibility for both the accuracy of the data, and completeness and fairness of the presentation, including all disclosures, rests with the management of the City.

The City's financial statements have been audited by Maze & Associates, a firm of licensed certified public accountants. The goal of the audit is to obtain reasonable assurance that the financial statements are free of material misstatement. The audit involved examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; assessing the accounting principles used and significant estimates made by management; and evaluating the overall financial statement presentation. The independent auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion on the City's basic financial statements as of and for the year ended June 30, 2025. The independent auditors' report is presented as the first component of the financial section of this report.

The following pages in this transmittal are intended to summarize and highlight the City's financial results for the fiscal year ended June 30, 2025, and complement the Management's Discussion & Analysis (MD&A) and basic financial statements.

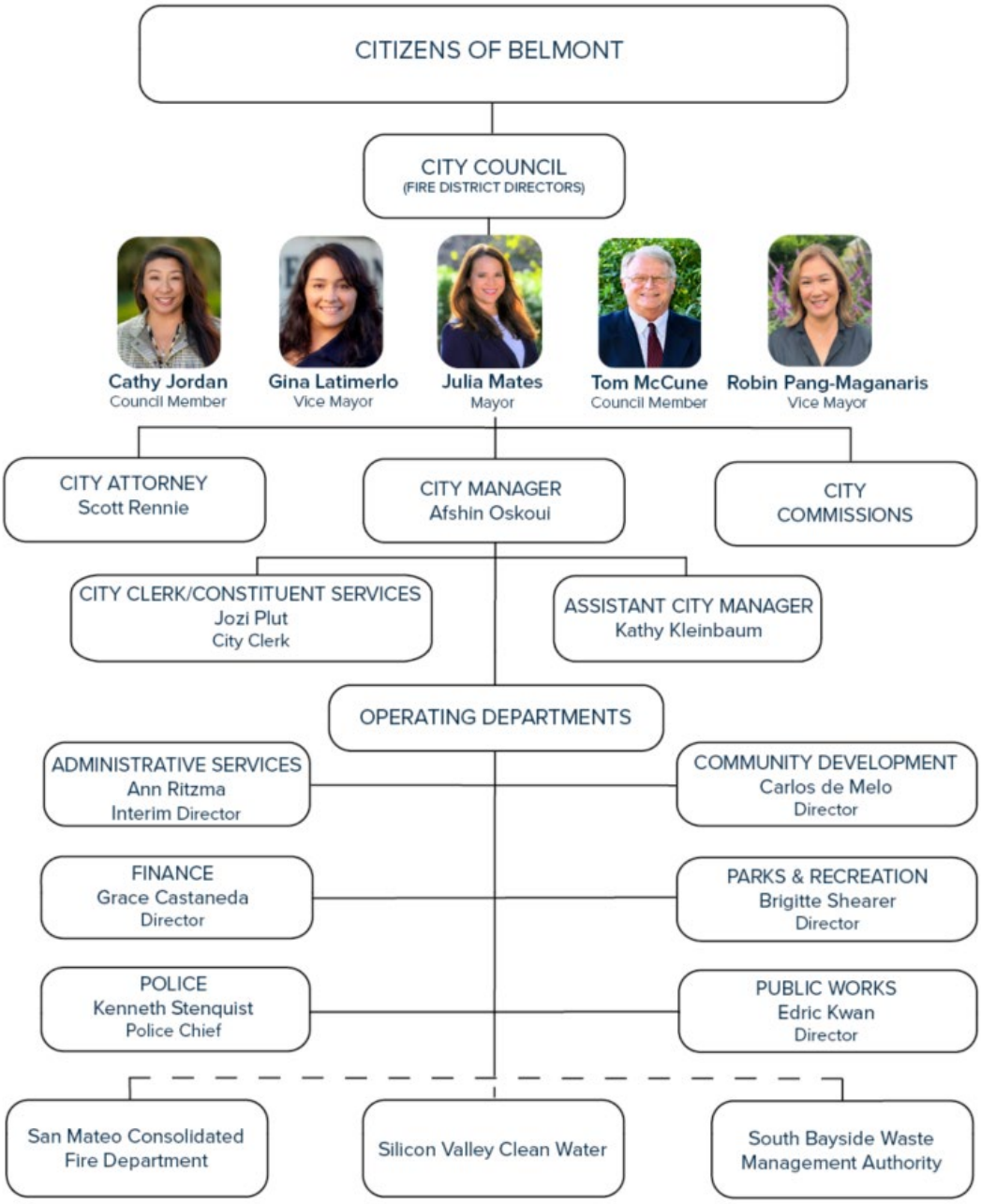
The MD&A, which provides a more comprehensive look at the City's financial results, includes a narrative introduction, overview, and analysis. Readers are encouraged to read the MD&A, which can be found immediately following the independent auditor's report in the financial section of the ACFR, along with accompanying basic financial statements.

The preparation of this ACFR was made possible by the dedicated service of the entire staff of the Finance Department. The dedication and cooperation of staff in all City departments in the administration of financial policies throughout the year is also appreciated. We also acknowledge the thorough and professional manner in which our independent auditors, Maze & Associates, conducted their audit.

Respectfully submitted,

Grace Castaneda
Finance Director

Organizational Chart and Principal Officials

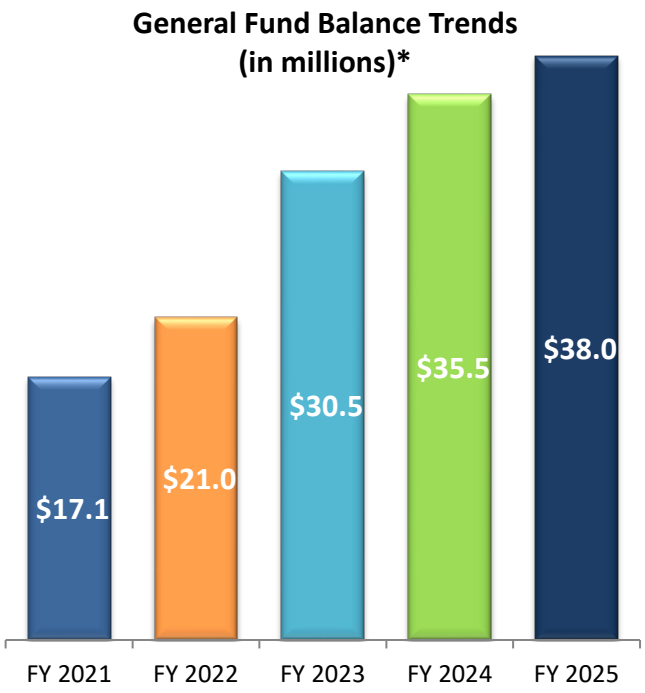


About City of Belmont

The City of Belmont, incorporated in 1926, is located on the San Francisco Peninsula, midway between San Francisco and San Jose. The City of Belmont operates under the council-manager form of government. Policy-making and legislative authority are vested in a governing council consisting of the mayor and four other members. The City Council is responsible, amongst other things, for passing ordinances, adopting the budget, appointing commissions, and hiring both the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the Council, for overseeing day-to-day operations of the City, and for appointing the heads of the various departments.

The City provides a full range of services including police and fire protection; sanitation services; construction and maintenance of highways, streets, and infrastructure; community development; parks; recreational activities; and general government activities.

General Fund Results



*includes Measure I

The City continues to build on prior year successes of stabilizing operations and restoring its General Fund balance.

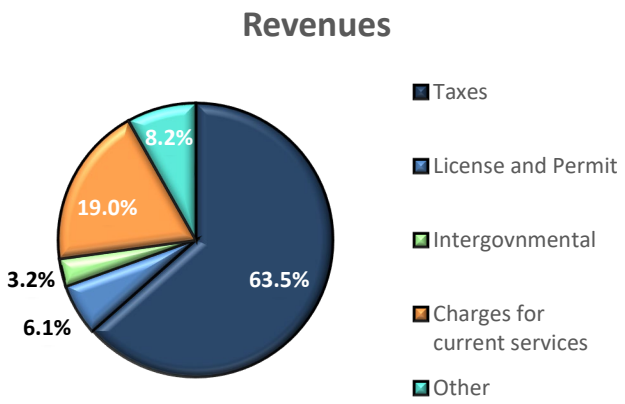
Fiscal year (FY) 2024-25 actual revenue exceeded the final budget amount by $0.5 million to $35.0 million. Tax revenues were $25.9 million, including $2.3 million of Measure I revenue.

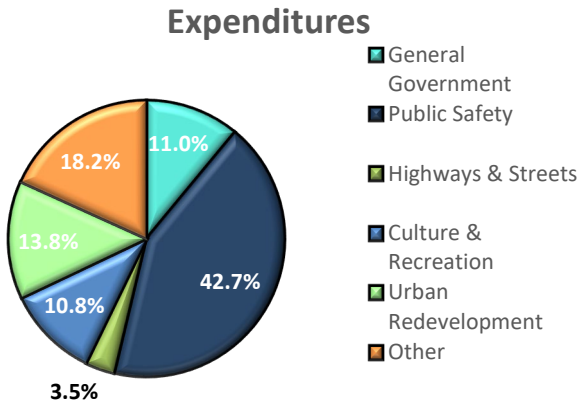
FY 2024-25 operating expenditures were managed and below the final budget by $1.3 million primarily due vacancy savings through unfilled positions.

The total General Fund balance experienced an uptick to $38.0 million, an increase of $2.5 million from the prior year. It was primarily due to an increase in property tax revenue resulting from an approximately 6.3% increase in taxable assessed property values for the year.

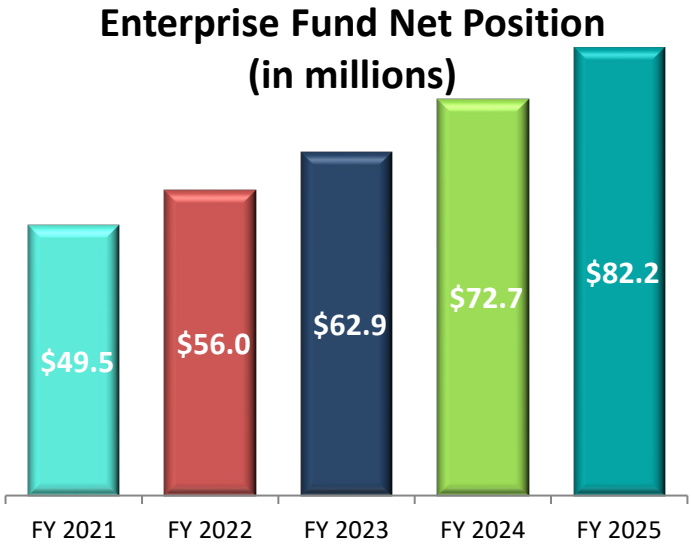
Looking forward, the FY 2025-26 adopted budget in the General Fund, excluding Measure I, is $34.3 million including $5.5 million transfer out to support other funds. The adopted budget projects a reserve balance of $32.5 million. This meets the target reserve policy set by City Council, which is 33% of total General Fund (excluding Measure I) operating expenditure budget.

Governmental Fund Results





Enterprise Fund Results



FY 2024-25 operating revenues of $21.1 million were 2.3%, or $0.5 million, lower than last year. It was primarily due to a decrease in the collection of sewer connection fees compared to prior year.

FY 2024-25 operating expenses were $12.6 million, a $0.4 million increase compared to last year mainly due to operational and inflationary cost increases.

Looking forward, the FY 2025-26 adopted budget includes $17.4 million for operations and $6.1 million in sewer system capital improvements.

Budget Process and Control

The City's budget is based upon the principle of cost centers (i.e., fund, departments, and service area) and all funds are annually appropriated. Each department submits annual expenditure plans and revenue estimates to the City Council for approval.

Budgetary control is established at each individual fund. The City Manager is authorized to transfer appropriation between any departments. Any revisions which increase the total appropriations of any fund must be approved by the City Council. Unencumbered operating appropriations lapse at year end, while capital improvement appropriations are carried over to subsequent years until projects are completed.

Long-Term Obligations

At the end of FY 2024-25, the City had a total of $68.7 million in long-term obligations. The existing long-term obligations do not address deferred capital maintenance and retirement obligations, which are discussed in greater detail below.

Cash Management

Cash temporarily idle during the year was invested with the State Treasurer's Local Agency Investment Fund (LAIF).

Risk Management

Since 2004, the City has purchased primary workers' compensation insurance with no deductible. All claims from that date are covered 100% by the carrier. Prior to 2004, the City maintained a self-insurance program for workers' compensation. The City also purchases commercial insurance against general liability and pollution with a self-insured retention at $250,000.

Internal Control

Management is responsible for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control. Because the cost of internal controls should not

exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatement.

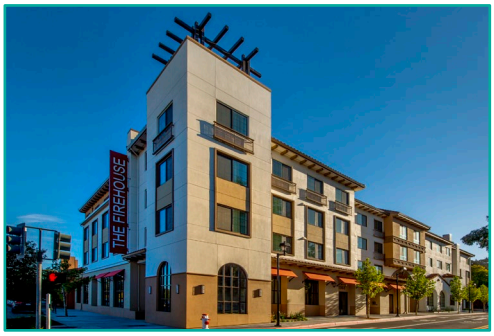
Long-Term Financial Planning & Major Initiatives

The City has long been fiscally responsible with a focus on long-term sustainability. It provides an extended financial projection as part of the budget process, allowing the City to be proactive in seeking both short-term and long-term budget solutions.

The City Council annually performs a review of the City's strategic plan, including priorities and policy modifications. This year's collaborative and productive discussions to address Belmont's critical issues generated five Strategic Focus Areas to build on the City's continued momentum and success. A unified vision for the future uses the following City Council focus areas as its roadmap for action over the next 3-5 years, as highlighted below.

Strategic Focus Areas

Infrastructure and Mobility



Economic Development & Housing

Fiscal & Organizational Stability

Public Safety

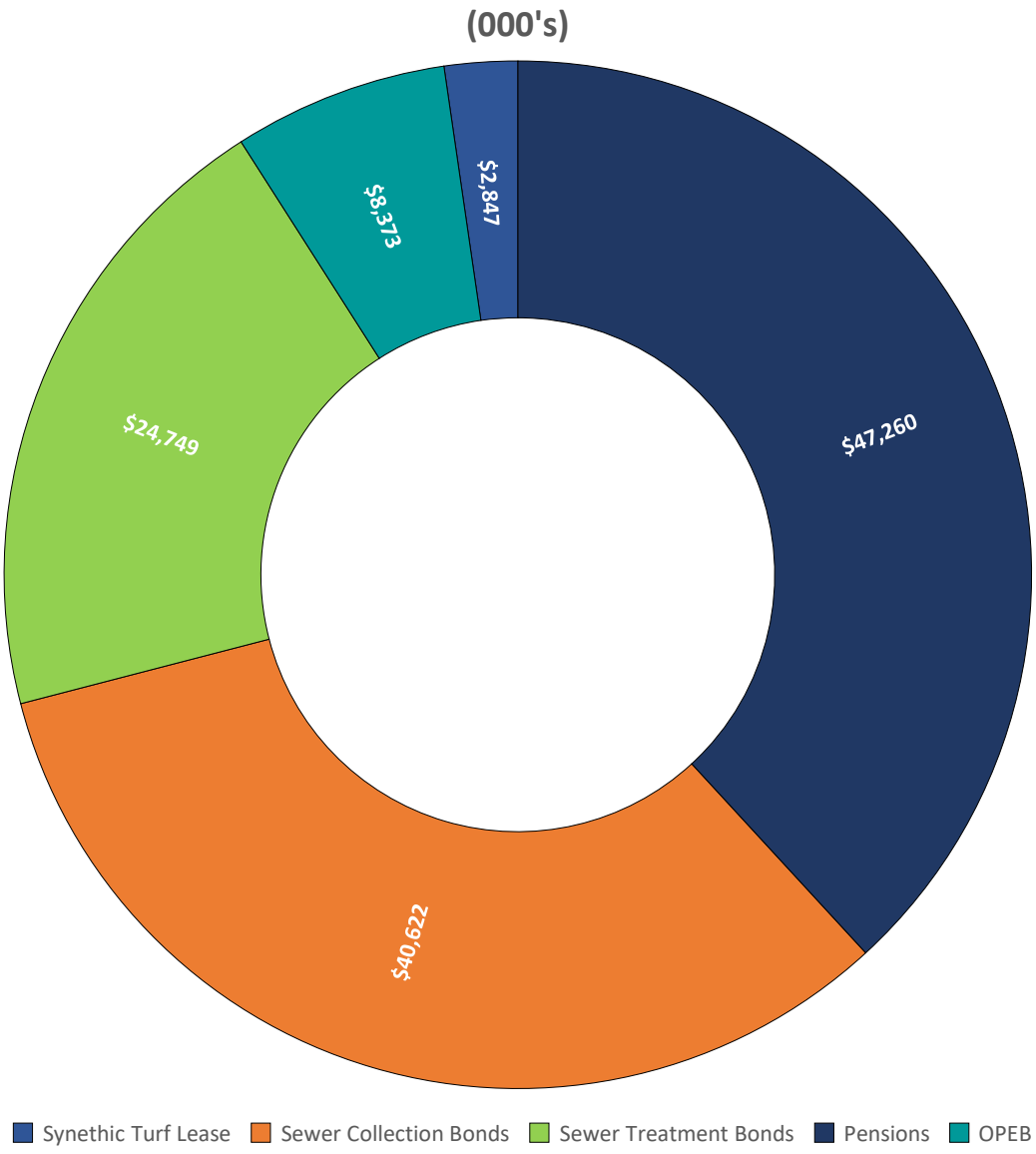
Quality of Life

Major initiatives under these five Strategic Focus Areas include:

- Maintaining service levels and addressing succession planning.
- Enhancing funding to support afterschool and senior enrichment programs and events.
- Addressing affordable housing projects and major development projects review, including comprehensive Harbor Industrial Area annexation analysis.
- Enhancing funding for street improvements.
- Supporting public safety via investments in investigative technology and Mobile Command Center.
- Supporting and delivering diversity, equity, and inclusion programs, including training and cultural events.

Capital and Retirement Obligations

The chart below summarizes the City's capital and retirement obligations as of June 30, 2025.



Facts and Statistics

2025 Population
28,206

FTE Employees
City – 144.75

Area
4.61 Sq. Miles

Parks & Recreation
Recreation Class Participants: 87,420
Developed Parks: 15
Acres of Open Space: 317.00
Acres of Developed Parks: 59.8

Permit Center
Permits Issued: 1,312
Inspections Performed: 9,018

Public Safety
Police
Calls for Service – 19,025
Parking Violations – 958
Physical Arrests – 436
Traffic Violations – 821

Fire
Calls for Service – 2,729
Plan Checks – 237
Annual Fire Inspections – 420

Public Works
Sewer
Miles of Sewer – 85
Sewer Connections – 7,693

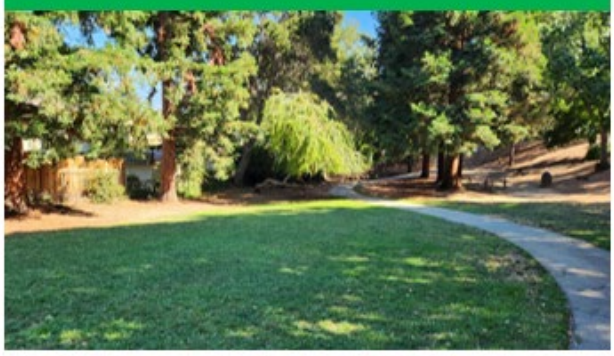
Storm Drains
Miles of Storm Drains – 27
Storm Drain Inlets – 1,500

Streets
Miles of Streets – 70
Streetlights – 1,465
Traffic Signals – 18

Vision Statement

The City's Vision Statement typically drives Council's Strategic Focus Areas, goals and objectives and includes the following areas:

- Distinctive Community Character
- Easy Mobility
- Natural Beauty
- Thriving Culture
- Thriving Economy



Top 10 Employers*

1. RingCentral, Inc.
2. Volkswagen Group of America ERL
3. Belmont Healthcare Center
4. Autobahn Motors
5. Safeway Store #1138
6. Carlmont Gardens Nursing Center
7. Ivy Park at Belmont
8. Woodmont Real Estate Services
9. Planet Granite Belmont LLC
10. Dal Porto Woodworks

*Excludes governmental agencies and not for profit entities

Request for Information

This financial report is designed to provide a general overview of the City of Belmont's finances for all those interested.

Questions concerning any information provided in this report should be addressed to the Finance Director or for additional information regarding the City's financial activities, including past award winning Annual Comprehensive Financial Reports, transparency efforts and best practices please visit the City at www.belmont.gov.

Contact Us:

Finance Director
Finance Department
Belmont City Hall
One Twin Pines Lane, Suite 320
Belmont, CA 94002

Phone (650) 595-7433
finance@belmont.gov

Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Belmont
California

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2024

Christopher P. Morrill

Executive Director/CEO

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Financial Section

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MAZE & ASSOCIATES

INDEPENDENT AUDITOR'S REPORT

To the Honorable Members of the City Council
City of Belmont, California

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Belmont, California (City), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the Table of Contents.

In our opinion, based on our audit and report of the other auditors, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of June 30, 2025, and the respective changes in financial position and, where applicable, cash flows thereof and the respective budgetary comparisons listed in the Table of Contents as part of the basic financial statements for the year then ended in accordance with accounting principles generally accepted in the United States of America.

We did not audit the financial statements of San Mateo Consolidated Fire Department (SMC Fire) as of and for the year ended June 30, 2025, related to the calculation of the Investment in Joint Venture. The Investment in this Joint Venture represents 2%, 3% and 0%, respectively, of the assets, net position and revenues of the governmental activities. The financial statements of SMC Fire were audited by other auditors whose report has been furnished to us, and our opinion, insofar as it relates to the calculation of the Investment in Joint Venture, is based solely on the report of the other auditors.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with the relevant ethical requirement relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Accountancy Corporation
3478 Buskirk Avenue, Suite 217
Pleasant Hill, CA 94523

T 925.228.2800
E maze@mazeassociates.com
W mazeassociates.com

Responsibility of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Change in Accounting Principle

Management adopted the provisions of Governmental Accounting Standards Board Statement No. 101, *Compensated Absences*, which became effective during the year ended June 30, 2025 and required the restatement of net position as discussed in Note 9G to the financial statements.

The change in accounting principle does not constitute a modification to our opinions.

Emphasis of a Matter

Management restated the beginning balance of unavailable revenue that should have been recognized in the Statement of Activities during the year ended June 30, 2024. The restatements is discussed in Note 9G to the financial statements.

The emphasis of this matter does not constitute a modification to our opinions.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that Management's Discussion and Analysis and other Required Supplementary Information as listed in the Table of Contents be presented to supplement the basic financial statements. Such information is the responsibility of management, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Supplementary Information, as listed in the Table of Contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Supplementary Information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the Introductory Section and Statistical Section listed in the Table of Contents, but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exits, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 7, 2025 on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Maze & Associates

Pleasant Hill, California
November 7, 2025

Management of the City of Belmont offers this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2025, to make the financial statements clearer and more understandable. We encourage readers to consider the information presented here in conjunction with the additional information furnished in our letter of transmittal.

FINANCIAL HIGHLIGHTS

- The City's total assets increased by $19.8 million to $376.3 million, of which $223.8 million represented governmental assets and $152.5 million represented business-type assets.
- The City's total liabilities decreased by $7.3 million to $133.5 million, of which $61.8 million were governmental liabilities and $71.7 million were business-type liabilities.
- The City's total net position increased by $23.8 million (10.4%) from the prior year. On June 30, 2025, net position totaled $251.9 million, comprised of $169.7 million for governmental activities and $82.2 million for business-type activities. Of the $251.9 million net position, $67.9 million is unrestricted which can be used to meet the City's ongoing obligations.
- City-wide revenues were $97.9 million, of which $73.6 million were generated by governmental activities and $24.3 million were generated by business-type activities.
- City-wide expenses were $76.7 million, of which $60.7 million were incurred by governmental activities and $16.0 million were incurred by business-type activities.
- Governmental Fund balances increased by $7.5 million (8.1%) to $100.1 million. Of this amount, $31.6 million, or 31.6%, was unassigned fund balance and available for spending at the City's discretion.
- Governmental Fund revenues were $72.7 million, a decrease of $0.5 million (-0.7%) from prior fiscal year.
- Governmental Fund expenditures increased by $6.3 million (10.3%) to $68.1 million, from prior year.
- Enterprise Fund net position increased by $9.5 million (13.1%) to $82.2 million. Of this amount, $47.5 million (57.8%) was unrestricted net position and available for spending at the City's discretion.
- Enterprise Fund operating revenues were $21.1 million, a decrease of $0.5 million (-2.3%) compared to $21.6 million in the prior year.
- Enterprise Fund operating expenses were $12.6 million, an increase of $0.4 million (3.2%) compared to the prior fiscal year.
- Net pension liability decreased by $1.7 million (-3.4%) from prior year to $47.3 million. The decrease was primarily due to favorable returns on CalPERS investments as of the measurement date on June 30, 2024.
- The City has implemented GASB 101, Compensated Absences, effective for the fiscal year ended June 30, 2025. The implementation requires the restatement of balances of compensated absences as of July 1, 2024.

OVERVIEW OF THE FINANCIAL STATEMENTS

The Annual Comprehensive Financial Report is composed of the following:

1. Introductory section, which includes the Transmittal Letter and general information,
2. Management's Discussion and Analysis (this part),
3. Basic Financial Statements, which include the Government-wide and the Fund financial statements along with the Notes to these financial statements,
4. Required and Other Supplemental Information, and
5. Statistical information.

The Basic Financial Statements

The Basic Financial Statements consist of the Government-wide Financial Statements and the Fund Financial Statements. These two sets of financial statements provide two different views of the City's financial activities and financial position—long-term and short-term.

The Government-wide Financial Statements provide a longer-term view of the City's activities as a whole and consist of the Statement of Net Position and the Statement of Activities. The Statement of Net Position provides information about the financial position of the City as a whole, including all its capital assets and long-term liabilities on the full accrual basis, similar to that used by corporations. The Statement of Activities provides information about all of the City's revenues and expenses, also on the full accrual basis, with the emphasis on measuring net revenues or expenses of each of the City's programs. The Statement of Activities explains in detail the change in Net Position for the year.

The Fund Financial Statements report the City's operations in more detail than the City-wide statement and focus primarily on the short-term activities of the City's General Fund and other Major Funds. The Fund Financial Statements measure only current revenues and expenditures, current assets, liabilities, and fund balances; they exclude capital assets, long-term debt, and other long-term amounts.

Major Funds account for the major financial activities of the City and are presented individually, while the activities of Non-major Funds are presented in summary, with subordinate schedules presenting the detail for each of these other funds. Major Funds are explained below.

The Government-wide Financial Statements

The Government-wide Financial Statements provide a broad view of the City's finances in a manner like private-sector businesses and consist of the Statement of Net Position and the Statement of Activities.

The Statement of Net Position provides information about the financial position of the City as a whole, including its capital assets plus deferred outflow of resources and long-term liabilities plus deferred inflow of resources, with the difference reported as net position. Over time, increase or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The Statement of Activities presents information on all City's revenues and expenses with the emphasis on measuring net revenues or expenses of each of the City's programs. The statement explains in detail how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., loans receivable, and earned but unused compensated leaves).

The City's basic services are considered governmental activities, including general government, public safety, highways and streets, culture and recreation, urban development, and miscellaneous. These services are supported by taxes, intergovernmental revenues, and program revenues, such as user fees and charges. The City's governmental activities also include the activities of two separate legal entities: the Belmont Fire Protection District and the Belmont Joint Powers Financing Authority. The City is financially accountable for these entities.

The City's enterprise activities are reported as Business-type activities, including sewer, storm drainage, and solid waste. Unlike governmental services, these activities are supported by charges paid by users based on the amount of service they use and are intended to recover all costs.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City of Belmont, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All funds at the City of Belmont can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

The Fund financial statements provide detailed information about each of the City's significant funds, called Major Funds. Each Major Fund is presented individually with all Non-major Funds summarized and presented in a single column. Subordinate schedules present the detail of these non-major funds. Major Funds present the major activities of the City for the year. The General Fund is always a Major Fund, and other funds may change from year to year because of changes in the pattern of the City's activities.

The City has four Major Governmental Funds in fiscal year 2024-25 in addition to the General Fund, which is discussed in the Analysis of Major Governmental Funds section.

Comparisons of Budget and Actual financial information are presented for the General Fund and other Major governmental funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Governmental fund financial statements are prepared on the modified accrual basis, which means they measure only current financial resources and uses. Capital assets and other long-lived assets, along with long-term liabilities, are presented only in the government-wide financial statements.

The focus of governmental funds is narrower than that of government-wide financial statements, so it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the City's near-term financing decisions.

Because governmental fund financial statements do not encompass the long-term focus of the government-wide statements, additional information is provided that reconciles the governmental fund financial statements to the government-wide statements explaining the relationship (or differences) between them.

Proprietary funds. The City maintains two different types of proprietary funds, enterprise funds and internal service funds. *Enterprise funds* are used to report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for its sewer, storm drain, and solid waste activities. *Internal service funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for its workers compensation, liability, vision, benefit prefunding, fleet and equipment, facilities management, and other such services. Because these services predominantly benefit governmental rather than business-type functions, they have been included within governmental activities in the government-wide financial statements.

Proprietary fund financial statements provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for Sewer, Storm Drainage, and Solid Waste activities. Internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds is provided in the form of combining statements elsewhere in this report.

Fiduciary funds. The City acts as an agent on behalf of outside parties, holding funds collected, and disbursing them as directed or required. The City's fiduciary activities are reported in the separate Statement of Fiduciary Net Position and Statement of Changes in Net Position. These activities are excluded from the City's other financial statements because the City cannot use these assets to finance its own operations.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found following the fund financial statements in this report.

Other Information

Information concerning the City's pension and other post-employment benefits can be found in Required Supplementary Information Section. The combining statements and schedules in connection

with General Fund, non-major Governmental Funds, and Internal Service Funds can be found in the Supplemental information section of this report.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

Governmental Activities

Tables 1 and 2 present the net position and changes in net position of the City's governmental activities on June 30, 2024, and June 30, 2025.

Table 1
Governmental Activities Net Position on June 30
(in thousands)

	2025	2024*
Current and other assets	$134,872	$124,922
Capital assets	88,975	86,384
Total assets	223,847	211,306
Deferred outflows related to pension	13,430	17,761
Deferred outflows related to OPEB	3,029	3,570
Total deferred outflows	16,459	21,331
Current and other liabilities	5,885	8,809
Long-term obligations outstanding	55,928	57,859
Total liabilities	61,813	66,668
Deferred inflows related to leases	6,419	6,955
Deferred inflows related to pension	1,628	2,261
Deferred inflows related to OPEB	773	1,325
Total deferred inflows	8,820	10,541
Net position:		
Net investment in capital assets	86,077	83,035
Restricted	63,121	50,594
Unrestricted	20,475	21,799
Total net position	**$169,673**	**$158,928***

* Restated for the correction to the prior year unearned revenue, but not restated for the implementation of GASB Statement 101 discussed in Note 9G.

Table 2 Changes in Governmental Activities Net Position for the year ended June 30 (in thousands)		
	2025	2024
Revenues		
Program revenues:		
Charges for services	$19,965	$18,937
Operating grants and contributions	3,513	3,646
Capital grants and contributions	987	4,032
Total program revenues	24,465	26,615
General revenues:		
Taxes:		
Property taxes	27,929	26,680
Sales taxes	6,431	6,452
Transient occupancy taxes	4,092	4,283
Franchise taxes	1,648	1,583
Motor vehicle in lieu	3,638	2,868
Investment earnings and Other	5,395	5,218
Transfers	(1,170)	
Total general revenues & transfers	47,963	47,084
Total revenues and transfers	72,428	73,699
Expenses		
General government	9,944	7,896
Public safety	30,069	29,969
Highways and streets	3,429	4,561
Culture and recreation	7,214	6,971
Urban redevelopment	10,006	7,669
Interest on long-term debt	71	84
Total expenses	60,733	57,150
Change in net position	11,695	16,549
Net position-Beginning	157,978*	142,379
Net position-Ending	**$169,673**	**$158,928***

* 2024 restated for the correction to the prior year unearned revenue, but July 1, 2024 balance not restated for the implementation of GASB Statement 101 discussed in Note 9G.

Net Position

At the close of FY 2024-25, the governmental activities' total assets and deferred outflows of resources exceeded total liabilities and deferred inflows of resources by $169.7 million, a 7.4% increase from the prior year.

The largest portion, approximately $86.1 million, or 50.7%, of the City's net position represents its investment in infrastructure and other capital assets (e.g., land, buildings, machinery, equipment, and infrastructure), net of amounts borrowed to finance that investment. The City uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources since the capital assets themselves cannot be liquidated for these liabilities.

An additional portion of the City's governmental net position of $63.1 million, or 38.8%, represents resources that are subject to external restrictions and may only be used to construct specified capital projects, debt service, or special revenue programs. The restrictions on these funds were placed by outsiders and cannot be changed by the City.

The remaining $20.5 million, or 12.1%, of net position is unrestricted. Unrestricted net position can, when positive, be used to finance day-to-day operations without constraints established by debt covenants or other legal requirements or restrictions.

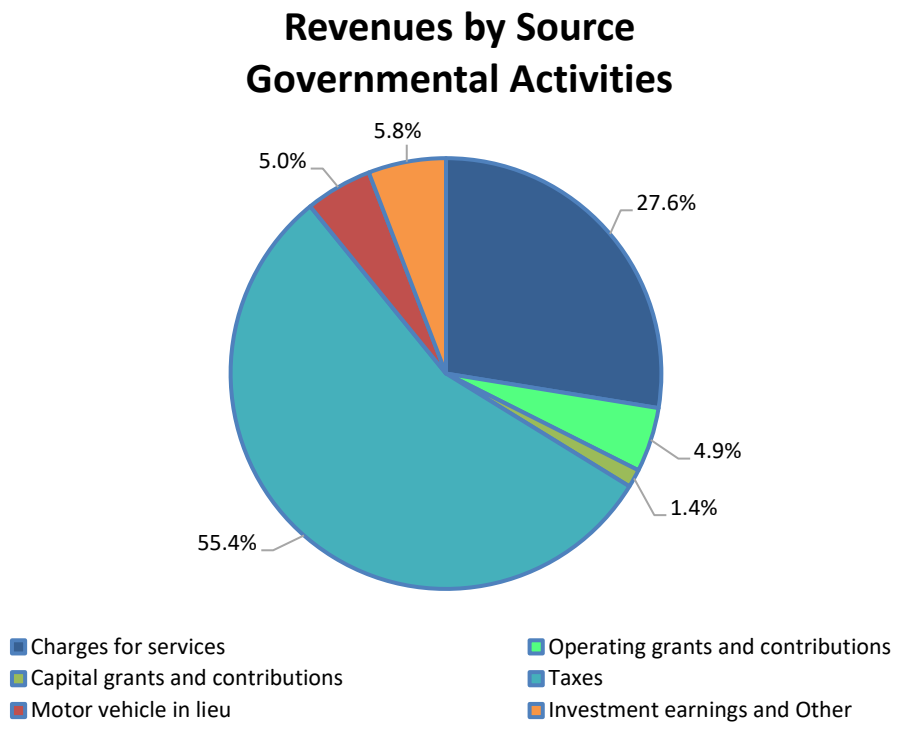
Changes in Net Position

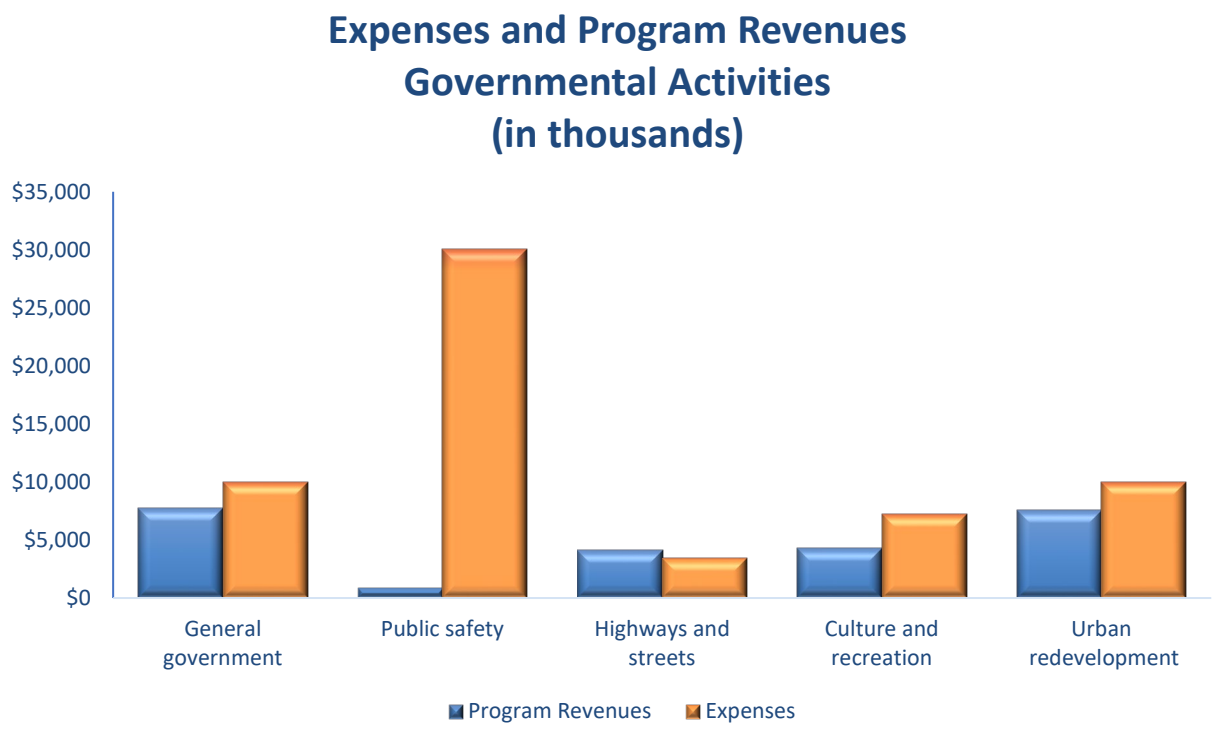
The Statement of Activities provides information about all the City's revenues and all its expenses, with the emphasis on measuring net revenues or expenses of each of the City's programs. The Statement of Activities explains in detail the change in Net Position for the year. At the close of FY 2024-25, the City's governmental activities net position increased by $11.7 million.

Governmental activities revenue decreased by $1.3 million to $72.4 million. Program revenues such as charges for services, operating grants and contributions, and capital grants and contributions are generated from or restricted to each activity. Total program revenues decreased by $2.2 million (-8.1%) to $24.5 million compared to prior year primarily due to a decrease in capital grants and contributions received. General revenues increased by $0.9 million (1.9%), compared to prior year. Tax revenues for the year increase primarily due to increased property taxes revenue, which grew as a result of approximately 6.3% increase in taxable property values.

The governmental activities expenses were $60.7 million, an increase of $3.6 million from the prior year primarily due to an increase in general government activities and urban redevelopment expenditures, which includes a loss of $1.6 million on the sale of LINC-Hill Street property to support a 100% affordable housing project.

The following charts display the City's governmental activities revenues by source, as well as expenses and program revenues for fiscal year 2024-25.





Business-Type Activities

The City's business-type activities include sewer collection, sewer connection fees, sewer treatment, storm drainage, and solid waste. Tables 3 and 4 present the net position and changes in net position of the City's business-type activities on June 30, 2024 and June 30, 2025.

Table 3
Business-Type Net Position on June 30
(in thousands)

	2025	2024
Current and other assets	$116,498	$112,054
Capital assets	36,002	33,124
Total assets	152,500	145,178
Deferred outflows related to pension	1,312	1,675
Deferred outflows related to OPEB	300	321
Total deferred outflows	1,612	1,996
Current and other liabilities	3,610	3,435
Long-term debt outstanding	68,113	70,727
Total liabilities	71,723	74,162
Deferred inflows related to pension	133	235
Deferred inflows related to OPEB	77	119
Total deferred inflows	210	354
Net position:		
Net investment in capital assets	2,476	288
Restricted	32,238	28,834
Unrestricted	47,465	43,535
Total net position	**$82,179**	**$72,657**

Table 4 Business-Type Activities Changes in Net Position for the year ended June 30 (in Thousands)		
	2025	2024
Revenues		
Program Revenues:		
Charges for Services	$21,070	$21,581
Operating Grants and Contributions	-	103
Total program revenues	21,070	21,684
General Revenues:		
Investment earnings and Other	3,302	2,873
Transfers	1,170	396
Total general revenues and Transfers	4,472	3,269
Expenses		
Sewer Collections	10,939	12,546
Sewer Treatment	2,292	*
Storm Drainage	2,272	2,114
Solid Waste	517	550
Total expenses	16,020	15,210
Change in net position	9,522	9,743
Net position-Beginning	72,657	62,914
Net position-Ending	**$82,179**	**$72,657**

*Sewer Treatment activities were separated out as its own fund from Sewer Collections beginning fiscal year 2024-25.

Net Position

At the close of the fiscal year, the net position of business-type activities was $82.2 million, an increase of $9.5 million (13.1%) from the prior fiscal year. $2.5 million or 3.0% of net position was invested in capital assets, net of related debt, $32.2 million or 39.2% is restricted for sewer treatment facility activities, and $47.5 million or 57.8% are unrestricted and available for the operations of the proprietary funds.

Changes in Net Position

Total program revenues of business-type activities were $21.1 million in fiscal year 2024-25, a decrease of $0.5 million over the prior year primarily due to a decrease in sewer connection fee collections. Total expenses were $16.0 million, an increase of $0.8 million over the prior year primarily due to operational and inflationary cost increases.

GOVERNMENTAL FUNDS FINANCIAL ANAYLSIS

Table 5 below summarizes the Governmental Funds' balances.

Table 5

Financial Highlights at Fund Level for the year ended June 30

(in thousands)

	2025	2024
Total assets	$114,183	$106,126
Total liabilities	3,143	6,547
Deferred Inflows	10,919	6,954
Total fund balances	100,121	92,624
Total revenues	72,658	73,225
Total expenditures	68,051	61,710
Total other financing sources (uses)	2,889	1,956

As of June 30, 2025, the City's Governmental Funds reported combined ending fund balances of $100.1 million, an increase of $7.5 million, or 8.1%, from the prior year, primarily due to an increase in Belmont Fire Protection District's fund balance. In comparison with the prior year, revenues decreased by $0.5 million to $72.7 million, and expenditures increased by $6.3 million to $68.1 million primarily due to an increase in activity of capital improvement projects.

Analysis of Major Governmental Funds

General Fund

As the principal operating fund of the City, the General Fund, by definition, is a Major Governmental Fund. The General Fund accounted for 48.1% of total governmental revenues and 37.8% of total expenditures. City basic services are accounted for in the General Fund, including public safety, general government, culture and recreation, and community development.

At the end of the current fiscal year, the total fund balance of General Fund increased by $2.5 million to $38.0 million, representing a 7.2% increase over the prior year. The fund balance is classified as follows: $1.4 million non-spendable, $5.0 million restricted, including $3.6 million restricted for Measure I infrastructure, and $31.6 million unassigned. The unassigned fund balance of $31.6 million represents 83.1% of the total fund balance. Since the unassigned fund balance represents available

liquid resources for spending at the City's discretion, it may be useful to compare the unassigned fund balance to total fund expenditures. The City's unassigned fund balance represents 122.8%, or equates to approximately 448 days, of total General Fund expenditures (excluding transfers out) for the year.

The City's General Fund revenues totaled $35.0 million, an increase of $0.5 million, or 1.4%, compared to the prior year. This increase was mainly due to a $1.1 million increase in property tax revenues primarily due to approximately 6.3% increase in taxable assessed property values.

General Fund expenditures increased by $1.5 million, or 6.2%, to $25.7 million. This is primarily due to $1.0 million increase in general government expenditures through filling of vacancies and contracted salary increases, as well as a $0.5 million increase in culture and recreation expenditures due to higher costs in increased water rates and more activities in tree trimming during the fiscal year.

General Fund Budgetary Highlights

The fiscal year 2024-25 adopted budget for General Fund expenditures amounted to $26.6 million, excluding $8.3 million transfers out. The final budget amount was $27.1 million. General Fund revenues budget was adopted at $32.7 million, and the final budget amount was $34.4 million.

Overall expenditures were $1.3 million less than the final budget, mainly due to vacancy savings through unfilled positions. Overall revenues were more than the final budget by $0.5 million, mainly due to earnings generated from the use of money and property.

Belmont Fire Protection District Fund

The Belmont Fire Protection District Fund (the District) accounts for resources received by a special district, shown as a blended component unit, from the citizens of Belmont and the unincorporated Harbor Industrial Area to finance fire protection and suppression services. Since mid-January 2019, fire protection, fire prevention and emergency response services are provided to Belmont community by the San Mateo Consolidated Fire Department (SMC Fire) Joint Powers Authority (JPA).

As of June 30, 2025, the fund balance increased $5.6 million over the prior year to $31.5 million. Overall revenues increased by $0.8 million to $19.3 million. An increase of $0.8 million in tax revenues was primarily due to increased property tax revenue resulting from an approximately 6.3% increase in taxable assessed property values. Overall expenditures increased by $0.8 million over the prior year to $13.5 million, mainly due to the increase in member agency contributions for contracted fire services. The District has a $14.8 million reserve set aside for replacing facilities.

Development Services Fund

The Development Services Fund is used to account for the Permit Center and Development Regulation Programs. This fund provides financial data for staff to track and determine if development fees are covering the direct and indirect cost of providing these services. State law allows for full recovery of these costs.

As of June 30, 2025, the fund balance increased $0.8 million over the prior year to $2.8 million. Overall revenues increased by $0.9 million to $7.6 million, primarily due to an increase in development fees collected. Overall expenditures increased by $0.6 million over the prior year to $6.8 million mainly due to operational and inflationary cost increases.

Affordable Housing Fund

The Affordable Housing Fund is used to account for all housing operations of the City in its capacity as the Housing Successor Agency to the former Belmont Redevelopment Agency. Activities include asset property management, rental operations, and long range housing planning.

As of June 30, 2025, the fund balance decreased $2.0 million over the prior year to $4.0 million. Overall revenue decreased by $0.2 million to $0.3 million. The decrease is mainly due to reduction in interest earned from investment of money and no grants received in fiscal year 2025. Overall expenditures decreased by $2.6 million to $1.3 million. The reduction is mainly due to a one-time $3.5 million loan to a 100% affordable housing project ROEM Housing in the prior fiscal year 2023-24, offset by a $1.0 million loan to LINC-Hill Street, LP, for a multi-family rental housing project in the current fiscal year.

Capital Improvement Projects Fund

The Capital Improvement Projects Fund is used to account for funding and expenditures for capital projects, with funding from various City funds, including Enterprise Funds, as well as other sources such as grant funding, contributions from other agencies, and other miscellaneous donations and contributions. Annually, this fund transfers construction-in-progress and completed projects back to Enterprise Funds as applicable.

As of June 30, 2025, the fund balance decreased $0.6 million over the prior year to $2.7 million. Overall revenue including transfers from other funds as funding sources for capital projects was $11.1 million, an increase of $1.6 million over prior year. Total expenditures amounted to $11.7 million, an increase of $5.4 million compared to the prior year primarily due to increased activities in capital improvement projects.

Analysis of the Enterprise Funds

Sewer Collections

Compared to the prior year, operating revenues decreased $1.0 million to $15.7 million. This was primarily due to the separation of sewer connection fees as its own enterprise fund. Operating expenses increased by $0.5 million to $9.7 million. Net position totaled $46.7 million, an increase of $6.4 million from the prior year. Of this amount, $46.5 million was unrestricted. The remaining net position was $0.2 million in net investment in capital assets, due to the recording of the current net book value of the capital assets, less the outstanding balance of debt issued to finance these assets.

Sewer Treatment

Compared to the prior year, operating revenues were relatively unchanged at $3.1 million and operating expenses decreased $0.2 million to $0.1 million. Net position totaled $30.3 million, a $1.5 million increase compared to prior year, all of which is restricted for sewer treatment facility activities.

Sewer Connection Fees

This is a new enterprise fund for fiscal year 2024-25, that was combined with Sewer Collections in previous years. This fund is used to account for capacity-related costs to upsizing of the sewer collection system. As of June 30, 2025 operating revenue for the fund was $0.4 million. Net position totaled $1.9 million, all of which is restricted for sewer connection activities.

Storm Drainage Fund

This fund is used to account for the maintenance of the storm drain system and other activities related to the mandated National Pollution Discharge Elimination System (NPDES).

Storm drainage fund operating revenues, which consist primarily of NPDES storm drain charges and street sweeping charges, were relatively unchanged at $1.2 million. Operating expenses increased by $0.2 million to $2.3 million compared to prior year mainly due to operational and inflationary cost increases. Net position totaled $0.9 million, with $2.3 million invested in capital assets and a negative $1.4 million in unrestricted net position due to the recording of the net pension and OPEB liabilities and related deferred outflows/inflows of resources.

Solid Waste Fund

Compared to the prior year, both operating revenues and operating expenses were relatively flat at $0.6 million and $0.5 million, respectively. Net position was $2.4 million, which is unrestricted as to use.

CAPITAL ASSETS

Table 6 presents the City's capital assets on June 30, 2024 and June 30, 2025. Additional information can be found in Note 7 to the financial statements.

Table 6
Capital Assets on June 30
(in thousands)

	2025	2024
Governmental Activities		
Land	$13,010	$13,010
Construction in progress	5,623	3,817
Buildings	36,973	37,986
Improvements other than buildings	5,603	5,603
Streets and infrastructure	84,799	80,259
Machinery and equipment	7,879	7,626
Vehicles	5,563	5,173
Subscription assets	687	774
Less accumulated depreciation	(71,162)	(67,864)
Totals	**$88,975**	**$86,384**
Business-Type Activities		
Land	$15	$15
Construction in progress	3,956	634
Improvements other than buildings	59,921	58,250
Machinery and equipment	327	327
Less accumulated depreciation	(28,217)	(26,101)
Totals	**$36,002**	**$33,124**

DEBT ADMINISTRATION

Table 7 summarizes the City's long-term obligations on June 30, 2024 and June 30, 2025. Additional information on the City's long-term debt can be found in Note 8 and Note 13 of the financial statement.

Table 7
Long Term Obligations on June 30
(in thousands)

	2025	2024
Governmental Activities Debt:		
Capital Lease:		
2019 Synthetic Turf Installation project, 2%, due 2029	$2,847	$3,443
Subscription Based IT Arrangements	454	308
Subtotal Governmental Activities Debt	3,301	3,751
Business-type Activities Debt – Sewer Enterprise Funds:		
Long-Term Bonds Payable:		
2016 Sewer Refunding Revenue Bonds, 2%-5% due 2035	6,091	6,722
2016 Sewer Revenue Bonds, 2%-5% due 2046	15,299	15,423
2018 Sewer Treatment Revenue Bonds, 5% due 2048	21,732	22,252
2019 Sewer Collection Bonds, 5% due 2049	19,232	19,689
2022 Sewer Revenue Bonds, 2.15%, due 2033	3,017	3,742
Subtotal Business-type Activities Debt	65,371	67,829
Total Long-Term Obligations	**$68,672**	**$71,580**

On June 30, 2025, the City had total long-term obligations outstanding at $68.7 million, excluding compensated absences, pension and OPEB liabilities. The reduction in debt over the prior year was mainly due to scheduled retirements that were made. A majority of the outstanding long-term debt is composed of bonds secured by specified revenue sources, e.g., sewer charges.

ECONOMIC OUTLOOK AND MAJOR INITIATIVES

The economy of the City and its major initiatives for the coming year are discussed in detail in the accompanying Transmittal Letter.

CONTACTING THE CITY'S FINANCIAL MANAGEMENT

This Annual Comprehensive Financial Report is intended to provide citizens, taxpayers, investors, and creditors with a general overview of the City's finances. Questions about this Report should be directed to the Finance Department at One Twin Pines Lane, Suite 320, Belmont, CA 94002. Additional information about the City's operations and activities can be obtained from the website at www.belmont.gov.

STATEMENT OF NET POSITION AND STATEMENT OF ACTIVITIES

The Statement of Net Position and the Statement of Activities summarize the City's financial activities and financial position. They are prepared on the same basis as is used by most businesses, which means they include all the City's assets and deferred outflows of resources and all its liabilities and deferred inflows of resources, as well as all its revenues and expenses. This is known as the full accrual basis—the effect of all the City's transactions is taken into account, regardless of whether or when cash changes hands, but all material internal transactions between City funds have been eliminated.

The City's Governmental Activities include the activities of its General Fund, along with all its Special Revenue and Capital Projects Funds. Since the City's Internal Service Funds service these funds, their activities are consolidated with Governmental Activities, after eliminating inter-fund transactions and balances. The City's Business-type Activities include all its Enterprise Fund activities.

The Statement of Activities reports increases and decreases in the City's net position. It is also prepared on the full accrual basis, which means it includes all the City's revenues and all its expenses, regardless of when cash changes hands. This differs from the "modified accrual" basis used in the Fund financial statements, which reflect only current assets, current liabilities, current deferred outflows/inflows of resources, available revenues and measurable expenditures.

The format of the Statement of Activities presents the City's expenses first, listed by program, and follows these with the expenses of its business-type activities. Program revenues—that is, revenues which are generated directly by these programs—are then deducted from program expenses to arrive at the net expense of each governmental and business-type program. The City's general revenues are then listed in the Governmental Activities or Business-type Activities column, as appropriate, and the Change in Net Position is computed and reconciled with the Statement of Net Position.

Both these Statements include the financial activities of the City, the Belmont Fire Protection District and the Belmont Joint Powers Financing Authority, which are legally separate but are component units of the City because they are controlled by the City, which is financially accountable for the activities of these entities.

These financial statements along with the fund financial statements and footnotes are called *Basic Financial Statements*.

CITY OF BELMONT
STATEMENT OF NET POSITION
JUNE 30, 2025

	Governmental Activities	Business-Type Activities	Total
ASSETS			
Cash and investments (Note 3)	$109,035,314	$61,788,092	$170,823,406
Cash and investments with fiscal agent (Note 3)		6,921,122	6,921,122
Receivables:			
Accounts	1,374,360	417,842	1,792,202
Interest	1,679,240		1,679,240
Due from other governmental agencies	2,363,804	112,723	2,476,527
Notes receivable (Note 5)	7,552,815		7,552,815
Leases (Note 10)	7,112,052		7,112,052
Prepaids and other assets	460,139		460,139
Internal balances (Note 4C)	418,344	(418,344)	
Land held for resale (Note 6)	628,748		628,748
Investment in SVCW - Joint Venture (Note 15A)		47,676,561	47,676,561
Investment in SMC Fire - Joint Venture (Note 15A)	4,246,794		4,246,794
Capital assets (Note 7)			
Land and construction in progress	18,633,595	3,970,659	22,604,254
Depreciable assets, net	70,341,745	32,031,291	102,373,036
Total Assets	223,846,950	152,499,946	376,346,896
DEFERRED OUTFLOWS OF RESOURCES			
Related to pensions (Note 11)	13,430,589	1,311,862	14,742,451
Related to OPEB (Note 12)	3,028,912	299,928	3,328,840
Total Deferred Outflows of Resources	16,459,501	1,611,790	18,071,291
LIABILITIES			
Accounts payable and other liabilities	1,940,595	1,143,013	3,083,608
Deposits	1,384,320		1,384,320
Compensated absences (Note 1H)			
Due within one year	1,687,672	257,232	1,944,904
Due in more than one year	2,125,583	120,559	2,246,142
Long-term debt (Note 8)			
Due within one year	609,489	2,210,000	2,819,489
Due in more than one year	2,237,019	63,160,435	65,397,454
Subscription liabilities (Note 13)			
Due within one year	178,991		178,991
Due in more than one year	275,546		275,546
Net Pension Liability (Note 11)			
Due in more than one year	43,182,612	4,077,406	47,260,018
Net OPEB Liability (Note 12)			
Due in more than one year	7,618,961	754,443	8,373,404
Claims payable (Note 14)			
Due within one year	84,124		84,124
Due in more than one year	488,130		488,130
Total Liabilities	61,813,042	71,723,088	133,536,130
DEFERRED INFLOWS OF RESOURCES			
Related to leases (Note 10)	6,419,134		6,419,134
Related to pensions (Note 11)	1,628,128	133,254	1,761,382
Related to OPEB (Note 12)	773,058	76,550	849,608
Total Deferred Inflows of Resources	8,820,320	209,804	9,030,124
NET POSITION (Note 9)			
Net investment in capital assets	86,076,589	2,476,077	88,552,666
Restricted for:			
Capital projects	19,972,389		19,972,389
Special revenue programs:			
Belmont Fire Protection District	20,182,340		20,182,340
Public safety	166,414		166,414
Recreation	609,244		609,244
Senior Activities	104,768		104,768
Library Maintenance & Operations	210,635		210,635
City Trees	230,412		230,412
Street Improvements and Maintenance	2,785,609		2,785,609
Street Improvements - Measures A, W and Grants	5,827,999		5,827,999
Traffic Mitigation	511,278		511,278
Athletic Field Maintenance	446,054		446,054
Affordable Housing Successor Agency	8,533,613		8,533,613
Housing Inclusionary	3,540,725		3,540,725
Sewer Treatment Facility Charge		32,237,961	32,237,961
Total Restricted Net Position	63,121,480	32,237,961	95,359,441
Unrestricted	20,475,020	47,464,806	67,939,826
Total Net Position	$169,673,089	$82,178,844	$251,851,933

See accompanying notes to financial statements

CITY OF BELMONT
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

		Program Revenues			Net (Expense) Revenue and Changes in Net Position		
Functions/Programs	Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental Activities:							
General government	$9,943,846	$6,721,617	$17,250	$986,933	($2,218,046)		($2,218,046)
Public safety	30,069,345	432,191	367,117		(29,270,037)		(29,270,037)
Highways and streets	3,428,876	1,086,707	3,032,831		690,662		690,662
Culture and recreation	7,213,669	4,146,501	95,625		(2,971,543)		(2,971,543)
Urban redevelopment	10,006,297	7,578,577			(2,427,720)		(2,427,720)
Interest on long-term debt	71,271				(71,271)		(71,271)
Total Governmental Activities	60,733,304	19,965,593	3,512,823	986,933	(36,267,955)		(36,267,955)
Business-type Activities:							
Sewer Collections	10,939,033	15,656,630				$4,717,597	4,717,597
Sewer Treatment	2,291,884	3,148,980				857,096	857,096
Sewer Connection Fees		449,658				449,658	449,658
Storm Drainage	2,272,084	1,169,948				(1,102,136)	(1,102,136)
Solid Waste	517,159	644,235				127,076	127,076
Total Business-type Activities	16,020,160	21,069,451				5,049,291	5,049,291
Total	$76,753,464	$41,035,044	$3,512,823	$986,933	(36,267,955)	5,049,291	(31,218,664)
General revenues:							
Taxes:							
Property taxes					27,928,782		27,928,782
Sales taxes					6,431,619		6,431,619
Transient occupancy taxes					4,091,807		4,091,807
Franchise					1,647,673		1,647,673
Motor vehicle in lieu, unrestricted					3,637,752		3,637,752
Investment earnings and rentals					5,377,833	2,930,091	8,307,924
Miscellaneous					17,855	371,933	389,788
Transfers					(1,170,425)	1,170,425	
Total General Revenues and Transfers					47,962,896	4,472,449	52,435,345
Change in Net Position					11,694,941	9,521,740	21,216,681
Net Position-Beginning, as previously reported					155,428,433	72,657,104	228,085,537
Adjustments to Beginning Net Position (Note 9G):							
Restatement of unavailable revenue					3,500,000		3,500,000
Change in accounting principle - compensated absences					(950,285)		(950,285)
Net Position-Beginning, as adjusted					157,978,148	72,657,104	230,635,252
Net Position-Ending					$169,673,089	$82,178,844	$251,851,933

See accompanying notes to financial statements

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FUND FINANCIAL STATEMENTS

Fund Financial Statements are presented by individual major funds, while non-major funds are combined in a single column. Major funds are defined generally as having significant activities or balances in the current year.

MAJOR GOVERNMENTAL FUNDS

The funds described below were determined to be Major Funds by the City. Individual non-major funds may be found in the Supplemental section.

GENERAL FUND

The General Fund is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the City that are not accounted for through other funds. For the City, the General Fund includes such activities as police protection, parks operations and maintenance, and legal and administrative services. The General Fund also accounts for Measure I, a half cent local district tax approved in 2016 that will expire in 30 years. This general tax funding source provides for street and road and storm drain repair.

BELMONT FIRE PROTECTION DISTRICT SPECIAL REVENUE FUND

This fund is used to account for property taxes received and expended by the District on providing fire protection services to the City of Belmont and the unincorporated Harbor Industrial Area.

DEVELOPMENT SERVICES

The fund is used to account for the Permit Center and Development Regulation Programs. This fund makes it possible for staff to track and determine if development fees are covering the direct and indirect cost of providing these services. State law allows for full recovery of these costs.

AFFORDABLE HOUSING

The account for all housing operations of the City of Belmont in its capacity as the Housing Successor Agency to the former Belmont Redevelopment Agency. Activities include asset property management, rental operations, and long range housing planning.

CAPITAL IMPROVEMENT PROJECTS

This fund is used to account for funding and expenditures for capital projects, with funding from various City funds, including Enterprise Funds, as well as other sources such as grant funding, contributions from other agencies, and other miscellaneous donations and contributions. Annually, this fund transfers construction-in-progress and completed projects back to Enterprise Funds, as applicable.

CITY OF BELMONT
GOVERNMENTAL FUNDS
BALANCE SHEET
JUNE 30, 2025

	General	Belmont Fire Protection District	Development Services	(Previously Nonmajor) Affordable Housing	Capital Improvement Projects	Non-Major Governmental Funds	Total Governmental Funds
ASSETS							
Cash and investments (Note 3)	$34,155,104	$31,197,605	$2,361,028	$3,157,926	$3,240,885	$18,570,925	$92,683,473
Receivables:							
Accounts	378,907		810,180	2,189	54,915	115,263	1,361,454
Interest	1,679,240						1,679,240
Due from other governmental agencies	1,453,943	305,492			310,971	235,987	2,306,393
Notes (Note 5)				5,115,337		2,437,478	7,552,815
Leases (Note 10)	7,112,052						7,112,052
Due from other funds (Note 4B)	418,344						418,344
Prepaids and other assets	391,262					49,550	440,812
Land held for resale (Note 6)	298,748			330,000			628,748
Total Assets	$45,887,600	$31,503,097	$3,171,208	$8,605,452	$3,606,771	$21,409,203	$114,183,331
LIABILITIES							
Accounts payable and other liabilities	$140,202	$615	$356,815	$470	$901,569	$359,481	$1,759,152
Deposits	1,312,951			71,369			1,384,320
Total Liabilities	1,453,153	615	356,815	71,839	901,569	359,481	3,143,472
DEFERRED INFLOWS OF RESOURCES							
Unavailable revenue				4,500,000			4,500,000
Related to leases (Note 10)	6,419,134						6,419,134
Total Deferred Inflows of Resources	6,419,134			4,500,000			10,919,134
FUND BALANCES (Note 9)							
Nonspendable	1,382,928					49,550	1,432,478
Restricted	5,029,901	31,502,482		4,033,613	2,705,202	17,141,948	60,413,146
Committed for:							
Measure I Infrastructure							
Special Revenue Programs			2,814,393			839,860	3,654,253
Assigned						3,018,364	3,018,364
Unassigned	31,602,484						31,602,484
Total Fund Balances	38,015,313	31,502,482	2,814,393	4,033,613	2,705,202	21,049,722	100,120,725
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$45,887,600	$31,503,097	$3,171,208	$8,605,452	$3,606,771	$21,409,203	$114,183,331

See accompanying notes to financial statements

CITY OF BELMONT
Reconciliation of the
GOVERNMENTAL FUNDS -- BALANCE SHEET
with the
STATEMENT OF NET POSITION
JUNE 30, 2025

Total fund balances reported on the governmental funds balance sheet	$100,120,725
Amounts reported for Governmental Activities in the Statement of Net Position are different from those reported in the Governmental Funds above because of the following:	
CAPITAL ASSETS	
Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.	88,975,340
ALLOCATION OF INTERNAL SERVICE FUND NET POSITION	
Internal service funds are not governmental funds. However, they are used by management to charge the costs of certain activities, such as insurance and central services and maintenance to individual governmental funds. The net current assets of the Internal Service Funds are therefore included in Governmental Activities in the following line items in the Statement of Net Position.	
Cash and investments	16,351,841
Accounts receivable	12,906
Due from other governments	57,411
Prepaids and other assets	19,327
Accounts payable and other liabilities	(181,443)
Claims payable	(572,254)
Compensated absences	(310,095)
Subscription liabilities	(454,537)
ACCRUAL OF NONCURRENT REVENUES AND EXPENSES	
Revenues which are deferred on the Fund Balance Sheets because they are not available currently are taken into revenue in the Statement of Activities	4,500,000
DEFERRED INFLOWS AND OUTFLOWS	
The deferred outflows below are not currents assets or financial resources; and the deferred inflows are not due and payable in the current period and therefore are not reported in the Governmental Funds.	
Deferred outflows related to pensions	13,430,589
Deferred outflows related to OPEB	3,028,912
Deferred inflows related to pensions	(1,628,128)
Deferred inflows related to OPEB	(773,058)
LONG-TERM ASSETS AND LIABILITIES	
The assets and liabilities below are not due and payable in the current period and therefore are not reported in the Funds:	
Investment in JPA Equity	4,246,794
Long-term debt	(2,846,508)
Net OPEB liability	(7,618,961)
Compensated absences	(3,503,160)
Net pension liability	(43,182,612)
NET POSITION OF GOVERNMENTAL ACTIVITIES	$169,673,089

See accompanying notes to financial statements

CITY OF BELMONT
GOVERNMENTAL FUNDS
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	General	Belmont Fire Protection District	Development Services	(Previously Nonmajor) Affordable Housing	Capital Improvement Projects	Non-Major Governmental Funds	Total Governmental Funds
REVENUES							
Taxes	$25,886,955	$17,806,332				$2,455,855	$46,149,142
Licenses and permits	1,163,956		$3,254,670			3,180	4,421,806
Fines and forfeitures	112,389						112,389
Use of money and property	2,831,237	1,413,546	96,188	$339,448	$160,226	749,921	5,590,566
Intergovernmental	229,933	28,733			986,933	1,095,005	2,340,604
Charges for current services	4,584,005		4,238,030			5,002,393	13,824,428
Miscellaneous	148,633	6,186	13,488			51,129	219,436
Total Revenues	34,957,108	19,254,797	7,602,376	339,448	1,147,159	9,357,483	72,658,371
EXPENDITURES							
Current:							
General government	7,496,905						7,496,905
Public safety	15,443,152	13,500,501				108,896	29,052,549
Highways and streets						2,365,460	2,365,460
Culture and recreation	2,795,516					4,531,943	7,327,459
Urban redevelopment			6,807,670	1,339,227		1,243,258	9,390,155
Capital outlay					11,677,777	72,925	11,750,702
Debt service:							
Principal						596,729	596,729
Interest and fiscal charges						71,271	71,271
Total Expenditures	25,735,573	13,500,501	6,807,670	1,339,227	11,677,777	8,990,482	68,051,230
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	9,221,535	5,754,296	794,706	(999,779)	(10,530,618)	367,001	4,607,141
OTHER FINANCING SOURCES (USES)							
Transfers in (Note 4A)		52,609			9,996,008	2,900,000	12,948,617
Transfers (out) (Note 4A)	(6,673,339)	(186,228)			(52,609)	(2,124,221)	(9,036,397)
Loss from sale of land held for redevelopment (Note 6)				(1,023,041)			(1,023,041)
Total Other Financing Sources (Uses)	(6,673,339)	(133,619)		(1,023,041)	9,943,399	775,779	2,889,179
NET CHANGE IN FUND BALANCES	2,548,196	5,620,677	794,706	(2,022,820)	(587,219)	1,142,780	7,496,320
FUND BALANCES - as previously reported	35,467,117	25,881,805	2,019,687		3,292,421	25,963,375	92,624,405
ADJUSTMENT - change from nonmajor fund to major fund				6,056,433		(6,056,433)	
BEGINNING FUND BALANCES - as adjusted	35,467,117	25,881,805	2,019,687	6,056,433	3,292,421	19,906,942	92,624,405
ENDING FUND BALANCES	$38,015,313	$31,502,482	$2,814,393	$4,033,613	$2,705,202	$21,049,722	$100,120,725

See accompanying notes to financial statements

CITY OF BELMONT
Reconciliation of the
NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS
with the
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2025

The schedule below reconciles the Net Changes in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Position of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

NET CHANGE IN FUND BALANCES - TOTAL GOVERNMENTAL FUNDS	$7,496,320
Amounts reported for governmental activities in the Statement of Activities are different because of the following:	
CAPITAL ASSETS TRANSACTIONS	
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.	
The capital outlay and departmental expenditures are therefore added back to fund balance	11,339,035
Capital expenses transferred to Business-Type Activities	(4,993,238)
Retirements of capital assets is deducted from fund balance	(610,834)
Depreciation expense is deducted from the fund balance (Depreciation expense is net of internal service fund depreciation of $969,688 which has already been allocated to serviced funds)	(3,282,938)
LONG TERM DEBT PROCEEDS AND PAYMENTS	
Bond proceeds provide current financial resources to governmental funds, but issuing debt increases long-term liabilities in the Statement of Net Position. Repayment of bond principal is an expenditure in the governmental funds, but in the Statement of Net Position the repayment reduces long-term liabilities.	
Repayment of debt principal is added back to fund balance	596,729
ACCRUAL OF NON-CURRENT ITEMS	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in governmental funds (net change):	
Investment in SMC Fire - Joint Venture	(273,386)
Unavailable revenue	1,000,000
Compensated absences	94,063
Pension expense	(2,157,306)
OPEB expense	602,271
ALLOCATION OF INTERNAL SERVICE FUND ACTIVITY	
Internal Service Funds are used by management to charge the costs of certain activities, such as equipment acquisition, maintenance, and insurance to individual funds. The portion of the net revenue (expense) of these Internal Service Funds arising out of their transactions with governmental funds is reported with governmental activities, because they service those activities.	
Change in Net Position - All Internal Service Funds	1,884,225
CHANGE IN NET POSITION OF GOVERNMENTAL ACTIVITIES	$11,694,941

See accompanying notes to financial statements

CITY OF BELMONT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES:				
Taxes	$24,511,519	$26,019,590	$25,886,955	($132,635)
Licenses and permits	1,215,275	1,215,275	1,163,956	(51,319)
Fines and forfeitures	144,237	144,237	112,389	(31,848)
Use of money and property	2,080,592	2,259,350	2,831,237	571,887
Intergovernmental	143,737	143,737	229,933	86,196
Charges for current services	4,639,148	4,639,148	4,584,005	(55,143)
Miscellaneous			148,633	148,633
Total Revenues	32,734,508	34,421,337	34,957,108	535,771
EXPENDITURES:				
Current:				
General government	7,773,209	8,060,296	7,496,905	563,391
Public safety	15,984,409	16,086,409	15,443,152	643,257
Culture and recreation	2,820,602	2,910,602	2,795,516	115,086
Total Expenditures	26,578,220	27,057,307	25,735,573	1,321,734
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	6,156,288	7,364,030	9,221,535	1,857,505
OTHER FINANCING SOURCES (USES)				
Transfers in (Note 4A)	1,204,633	1,204,633		(1,204,633)
Transfers out (Note 4A)	(8,306,708)	(12,985,831)	(6,673,339)	6,312,492
Total Other Financing Sources (Uses)	(7,102,075)	(11,781,198)	(6,673,339)	5,107,859
NET CHANGE IN FUND BALANCE	($945,787)	($4,417,168)	2,548,196	$6,965,364
BEGINNING FUND BALANCE			35,467,117	
ENDING FUND BALANCE			$38,015,313	

See accompanying notes to financial statements

CITY OF BELMONT
BELMONT FIRE PROTECTION DISTRICT SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual	
REVENUES:				
Taxes	$17,898,362	$17,950,362	$17,806,332	($144,030)
Use of money and property	734,750	1,019,750	1,413,546	393,796
Intergovernmental	51,277	51,277	28,733	(22,544)
Miscellaneous			6,186	6,186
Total Revenues	18,684,389	19,021,389	19,254,797	233,408
EXPENDITURES:				
Current:				
Public safety	13,545,524	13,580,524	13,500,501	80,023
Total Expenditures	13,545,524	13,580,524	13,500,501	80,023
Excess (Deficiency) of Revenues Over (Under) Expenditures	5,138,865	5,440,865	5,754,296	313,431
Other Financing Sources (Uses)				
Transfers in (Note 4A)			52,609	52,609
Transfers out (Note 4A)	(70,000)	(806,600)	(186,228)	620,372
Total Other Financing Sources (Uses)	(70,000)	(806,600)	(133,619)	672,981
NET CHANGE IN FUND BALANCE	$5,068,865	$4,634,265	5,620,677	$986,412
BEGINNING FUND BALANCE			25,881,805	
ENDING FUND BALANCE			$31,502,482	

See accompanying notes to financial statements

CITY OF BELMONT
DEVELOPMENT SERVICES SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES:				
Licenses and permits	$2,385,000	$2,385,000	$3,254,670	$869,670
Use of money and property	94,140	94,140	96,188	2,048
Charges for current services	3,403,500	3,403,500	4,238,030	834,530
Miscellaneous	300	300	13,488	13,188
Total Revenues	5,882,940	5,882,940	7,602,376	1,719,436
EXPENDITURES:				
Current:				
Urban redevelopment	6,970,292	7,201,166	6,807,670	393,496
Total Expenditures	6,970,292	7,201,166	6,807,670	393,496
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,087,352)	(1,318,226)	794,706	2,112,932
OTHER FINANCING SOURCES (USES)				
Transfers in (Note 4A)	1,000,000	1,000,000		(1,000,000)
Total Other Financing Sources (Uses)	1,000,000	1,000,000		(1,000,000)
NET CHANGE IN FUND BALANCE	($87,352)	($318,226)	794,706	$1,112,932
BEGINNING FUND BALANCE			2,019,687	
ENDING FUND BALANCE			$2,814,393	

See accompanying notes to financial statements

CITY OF BELMONT
AFFORDABLE HOUSING SPECIAL REVENUE FUND
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES:				
Use of money and property	$226,828	$226,828	$339,448	$112,620
Total Revenues	226,828	226,828	339,448	112,620
EXPENDITURES:				
Current:				
Urban redevelopment	1,451,567	1,573,916	1,339,227	234,689
Total Expenditures	1,451,567	1,573,916	1,339,227	234,689
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,224,739)	(1,347,088)	(999,779)	347,309
OTHER FINANCING SOURCES (USES)				
Loss from sale of land held for redevelopment (Note 6)			(1,023,041)	(1,023,041)
Total Other Financing Sources (Uses)			(1,023,041)	(1,023,041)
NET CHANGE IN FUND BALANCE	($1,224,739)	($1,347,088)	(2,022,820)	($675,732)
BEGINNING FUND BALANCE			6,056,433	
ENDING FUND BALANCE			$4,033,613	

See accompanying notes to financial statements

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PROPRIETARY FUNDS

Proprietary funds account for City operations financed and operated in a manner similar to a private business enterprise. The intent of the City is that the cost of providing goods and services be financed primarily through user charges.

The City has identified the funds below as major proprietary funds in fiscal year 2025.

SEWER COLLECTIONS FUND

To account for sanitary sewer services provided to the citizens of Belmont. All activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, capital improvement, and billing and collections.

SEWER TREATMENT FUND

To account for capital improvements made to the Silicon Valley Clean Water Authority treatment plant and related capital improvements. Revenue for the improvements comes from the sewer treatment facility charge paid by users connected to the sanitary system.

CITY OF BELMONT
PROPRIETARY FUNDS
STATEMENT OF NET POSITION
JUNE 30, 2025

	Business-type Activities-Enterprise Funds				Governmental Activities- Internal Service Funds
	Sewer Collections	Sewer Treatment	Non-Major Enterprise Funds	Totals	
ASSETS					
Current Assets:					
Cash and investments (Note 3)	$52,822,277	$4,306,482	$4,659,333	$61,788,092	$16,351,841
Cash and investments with fiscal agent (Note 3)	3,472,679	3,448,443		6,921,122	
Accounts receivable	357,487	50,880	9,475	417,842	12,906
Prepaids and other assets					19,327
Due from other governmental agencies			112,723	112,723	57,411
Total Current Assets	56,652,443	7,805,805	4,781,531	69,239,779	16,441,485
Noncurrent Assets:					
Investment in SVCW joint venture (Note 15)		47,676,561		47,676,561	
Capital assets (Note 7):					
Land and construction in progress	3,922,950		47,709	3,970,659	
Depreciable assets, net	29,752,633		2,278,658	32,031,291	2,041,050
Total Noncurrent Assets	33,675,583	47,676,561	2,326,367	83,678,511	2,041,050
Total Assets	90,328,026	55,482,366	7,107,898	152,918,290	18,482,535
DEFERRED OUTFLOWS					
Related to pension (Note 11B)	799,190		512,672	1,311,862	
Related to OPEB (Note 12)	181,089		118,839	299,928	
Total Deferred Outflows	980,279		631,511	1,611,790	
LIABILITIES					
Current Liabilities:					
Accounts payable and other liabilities	700,069	429,216	13,728	1,143,013	181,443
Due to other funds (Note 4B)			418,344	418,344	
Claims payable (Note 14)					84,124
Long-term debt (Note 8)	1,035,000	1,175,000		2,210,000	
Compensated absences (Note 1H)	153,347		103,885	257,232	161,063
Subscription liabilities (Note 13)					178,991
Total Current Liabilities	1,888,416	1,604,216	535,957	4,028,589	605,621
Noncurrent Liabilities:					
Claims payable (Note 14)					488,130
Compensated absences (Note 1H)	74,678		45,881	120,559	149,032
Long-term debt (Note 8)	39,586,626	23,573,809		63,160,435	
Subscription liabilities (Note 13)					275,546
Net pension liability (Note 11)	2,483,966		1,593,440	4,077,406	
Net OPEB liability (Note 12)	455,513		298,930	754,443	
Total Noncurrent Liabilities	42,600,783	23,573,809	1,938,251	68,112,843	912,708
Total Liabilities	44,489,199	25,178,025	2,474,208	72,141,432	1,518,329
DEFERRED INFLOWS					
Related to pension (Note 11B)	81,179		52,075	133,254	
Related to OPEB (Note 12)	46,219		30,331	76,550	
Total Deferred Inflows	127,398		82,406	209,804	
NET POSITION (Note 9)					
Net investment in capital assets	149,710		2,326,367	2,476,077	1,586,513
Restricted for treatment facility		30,304,341	1,933,620	32,237,961	
Unrestricted	46,541,998		922,808	47,464,806	15,377,693
Total Net Position	$46,691,708	$30,304,341	$5,182,795	$82,178,844	$16,964,206

See accompanying notes to financial statements

CITY OF BELMONT
PROPRIETARY FUNDS
STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2025

	Business-type Activities-Enterprise Funds					
	Sewer Collections	Sewer Treatment	(Previously Major) Storm Drainage	Non-Major Enterprise Funds	Totals	Governmental Activities- Internal Service Funds
OPERATING REVENUES						
Charges for current services						
Sewer service charges	$15,529,099	$3,148,980			$18,678,079	
Sewer connection fees				$449,658	449,658	
NPDES storm drain charges				519,512	519,512	
Street sweeping				594,679	594,679	
Garbage franchise fee				644,235	644,235	
Interdepartmental charges	127,531			55,757	183,288	$10,855,694
Insurance claims, change in claims payable						27,958
Total Operating Revenues	15,656,630	3,148,980		2,263,841	21,069,451	10,883,652
OPERATING EXPENSES						
Personnel services	2,201,780			1,369,991	3,571,771	
Services and supplies	5,610,262	146,936		1,177,613	6,934,811	
Insurance premiums						1,374,175
Professional and legal						2,081,679
Operating costs						4,692,466
Pension and other post employment benefits						1,267,943
Insurance claims						148,777
Depreciation	1,874,151			241,639	2,115,790	969,688
Total Operating Expenses	9,686,193	146,936		2,789,243	12,622,372	10,534,728
Operating Income (Loss)	5,970,437	3,002,044		(525,402)	8,447,079	348,924
NONOPERATING REVENUES (EXPENSES)						
Interest	2,535,199	373,173		21,719	2,930,091	940,299
Interest expense	(1,252,840)	(927,631)			(2,180,471)	
Loss from investment in SVCW - Joint Venture (Note 15A)		(1,217,317)			(1,217,317)	
Gain from sale of capital assets						6,485
Intergovernmental and miscellaneous	18,586	240,000		113,347	371,933	677,924
Total Nonoperating Revenues (Expenses)	1,300,945	(1,531,775)		135,066	(95,764)	1,624,708
Income (Loss) Before Transfers	7,271,382	1,470,269		(390,336)	8,351,315	1,973,632
Capital asset transfers (Note 7A)	4,993,238				4,993,238	
Transfers in (Note 4A)				3,570,315	3,570,315	
Transfers (out) (Note 4A)	(5,879,620)			(1,513,508)	(7,393,128)	(89,407)
Net transfers	(886,382)			2,056,807	1,170,425	(89,407)
Change in net position	6,385,000	1,470,269		1,666,471	9,521,740	1,884,225
BEGINNING NET POSITION, as previously reported	40,306,708	28,834,072	$1,406,351	2,109,973	72,657,104	15,079,981
ADJUSTMENT						
Change from major fund to nonmajor fund			(1,406,351)	1,406,351		
BEGINNING NET POSITION, AS ADJUSTED	40,306,708	28,834,072		3,516,324	72,657,104	15,079,981
ENDING NET POSITION	$46,691,708	$30,304,341		$5,182,795	$82,178,844	$16,964,206

See accompanying notes to financial statements

CITY OF BELMONT
PROPRIETARY FUNDS
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

	Business-type Activities-Enterprise Funds				Governmental Activities- Internal Service Funds
	Sewer Collections	Sewer Treatment	Non-Major Enterprise Funds	Totals	
CASH FLOWS FROM OPERATING ACTIVITIES					
Receipts from customers	$15,424,009	$3,411,277	$2,204,528	$21,039,814	
Other receipts	18,586	240,000	113,347	371,933	
Interdepartmental charges	127,531		55,757	183,288	$11,473,072
Payments to suppliers	(5,512,249)	(146,936)	(1,410,107)	(7,069,292)	(5,432,430)
Payments to employees	(2,029,029)		(1,278,783)	(3,307,812)	(3,811,078)
Claims paid					(21,787)
Cash Flows from Operating Activities	8,028,848	3,504,341	(315,258)	11,217,931	2,207,777
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES					
Interfund receipts			3,988,659	3,988,659	
Interfund payments	(5,879,620)		(1,513,508)	(7,393,128)	(89,407)
Cash Flows from Noncapital Financing Activities	(5,879,620)		2,475,151	(3,404,469)	(89,407)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES					
Proceeds from sale of capital assets					6,485
Acquisition of capital assets					(643,049)
Capital contributions to SVCW		(2,493,929)		(2,493,929)	
Principal payments on capital debt	(990,000)	(1,140,000)		(2,130,000)	(319,600)
Interest paid	(1,570,237)	(1,048,284)	(83,566)	(2,702,087)	
Cash Flows from Capital and Related Financing Activities	(2,560,237)	(4,682,213)	(83,566)	(7,326,016)	(956,164)
CASH FLOWS FROM INVESTING ACTIVITIES					
Interest and rents	2,535,199	373,173	105,285	3,013,657	940,299
Cash Flows from Capital and Related Investing Activities	2,535,199	373,173	105,285	3,013,657	940,299
Net Cash Flows	2,124,190	(804,699)	2,181,612	3,501,103	2,102,505
Cash and investments at beginning of period	54,170,766	8,559,624	2,477,721	65,208,111	14,249,336
Cash and investments at end of period	$56,294,956	$7,754,925	$4,659,333	$68,709,214	$16,351,841
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:					
Operating income (loss)	$5,970,437	$3,002,044	($525,402)	$8,447,079	$348,924
Adjustments to reconcile operating income (loss) to cash flows from operating activities:					
Depreciation	1,874,151		241,639	2,115,790	969,688
Miscellaneous	18,586	240,000	113,347	371,933	677,924
Change in assets, deferred outflows and liabilities:					
Receivables, net	(105,090)	262,297	(3,556)	153,651	(62,975)
Investment in SVCW joint venture					
Accounts payable	98,013		(232,494)	(134,481)	82,018
Claims payable					99,032
Deferred outflows	223,856		160,158	384,014	
Deferred inflows	(87,178)		(56,844)	(144,022)	
Net pension liability	(31,901)		(80,403)	(112,304)	
Net OPEB liability	(838)		17,066	16,228	
Compensated absences	68,812		51,231	120,043	93,166
Cash Flows from Operating Activities	$8,028,848	$3,504,341	($315,258)	$11,217,931	$2,207,777
Non-cash transactions					
Amortization of Bond Premiums	$222,730	$105,513		$328,243	
Loss from investment in SVCW - Joint Venture (Note 15A)		(1,217,317)		(1,217,317)	
Capital assets transferred from governmental activities	4,993,238			4,993,238	
Subscription Assets					$465,644
Subscription Liabilities					(465,644)
Retirement of Capital Assets					553,087
	$5,215,968	($1,111,804)		$4,104,164	$553,087

See accompanying notes to financial statements

FIDUCIARY FUNDS

Custodial Funds report resources, not in a trust, that are held by the City for other parties outside of the City's reporting entity. The Library Community Facilities District Custodial Fund accounts for payment of interest and principal on debt service of the District for the construction, maintenance and operations of the Library building.

CITY OF BELMONT

FIDUCIARY FUND

STATEMENT OF FIDUCIARY NET POSITION

JUNE 30, 2025

	Custodial Fund
	Library Community Facilities District
ASSETS	
Cash and investments (Note 3)	$333,900
Cash and investments with fiscal agent (Note 3)	133
Due from other governmental agencies	11,505
Total Assets	345,538
NET POSITION:	
Restricted for:	
Bondholders	345,538
Total Net Position	$345,538

See accompanying notes to financial statements

CITY OF BELMONT

FIDUCIARY FUND

STATEMENT OF CHANGES IN NET POSITION

FOR THE YEAR ENDED JUNE 30, 2025

	Custodial Fund
	Library Community Facilities District
Additions:	
Special assessments	$696,286
Use of money and property	11,221
Total Additions	707,507
Deductions:	
Payments to bondholders	682,162
Total Deductions	682,162
Change in net position	25,345
Beginning Net Position	320,193
Ending Net Position	$345,538

See accompanying notes to financial statements

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NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The City of Belmont (City) was incorporated as a general law city in 1926. The City operates under the Council-Manager form of government and is governed by a five member council elected by the City's voters. The City provides the following services: public safety (police and fire), highways and streets, sewer, storm drainage, solid waste, recreation, public improvements, planning and zoning, building inspections, general administration services, and economic development.

The financial statements and accounting policies of the City conform with generally accepted accounting principles applicable to governments in the United States of America. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Significant accounting policies are summarized below.

A. Reporting Entity

The financial statements of the City of Belmont include the financial activities of the City, the Belmont Fire Protection District (District) and the Belmont Joint Powers Financing Authority (Authority). All of these entities are controlled by and dependent on the City and their financial activities have been aggregated and merged (termed "blended") with those of the City in the accompanying financial statements.

The **Belmont Fire Protection District**, established in 1928, is a special district created under the general laws of California to provide fire protection services to City residents. The District is controlled by the City and has the same governing board as the City, which also performs all accounting and administrative functions for the District. The financial activities of the District have been included in these financial statements in the Belmont Fire Protection District Special Revenue Fund. The District does not issue separate financial statements.

The **Belmont Joint Powers Financing Authority** is a separate government entity whose purpose is to assist with the financing certain public capital facilities for the City through the issuance of bonds or other forms of debt. The Authority is controlled by the City and has the same governing body as the City, which also performs all accounting and administrative functions for the Authority. The Authority does not issue separate financial statements.

B. Major Funds

The City's major governmental and enterprise funds are identified and presented separately in the fund financial statements. All other funds, called non-major funds, are combined and reported in a single column, regardless of their fund-type.

Major funds are defined as funds that have either assets and deferred outflows, liabilities and deferred inflows, revenues, or expenditures/expenses equal to ten percent of their fund-type total and five percent of the grand total. The General Fund is always a major fund. The City may also select other funds it believes should be presented as major funds.

The City reported the following major governmental funds in the accompanying financial statements:

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

General Fund – The General Fund is used to account for all revenues and expenditures necessary to carry out basic governmental activities of the City that are not accounted for through other funds. For the City, the General Fund includes such activities as police protection, parks operations and maintenance, and legal and administrative services. The General Fund also accounts for Measure I, a half cent local district tax approved in 2016 that will expire in 30 years. This general tax funding source provides for street and road and storm drain repair.

Belmont Fire Protection District Special Revenue Fund – To account for property taxes received and expended by the District on providing fire protection services to the City of Belmont and the unincorporated Harbor Industrial Area.

Development Services – To account for the Permit Center and Development Regulation Programs. This fund makes it possible for staff to track and determine if development fees are covering the direct and indirect cost of providing these services. State law allows for full recovery of these costs.

Affordable Housing - The account for all housing operations of the City of Belmont in its capacity as the Housing Successor Agency to the former Belmont Redevelopment Agency. Activities include asset property management, rental operations, and long range housing planning.

Capital Improvement Projects – To account for funding and expenditures for capital projects, with funding from various City funds, including Enterprise funds, as well as other sources such as grant funding, contributions from other agencies, and other miscellaneous donations and contributions. Annually, this fund transfers construction-in-progress and completed projects back to Enterprise Funds as applicable.

The City reported the following enterprise funds as major funds in the accompanying financial statements:

Sewer Collections Fund – To account for certain sanitary sewer services provided to the citizens of Belmont. Activities necessary to provide such services are accounted for in this fund, including, but not limited to, administration, operations, maintenance, capital improvement, and billing and collections.

Sewer Treatment Fund – To account for capital improvements made to the Silicon Valley Clean Water Authority treatment plant and related capital improvements. Revenue for the improvements comes from the sewer treatment facility charge paid by users connected to the sanitary system.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The City also reports the following fund types:

Internal Service Funds

The funds account for workers' compensation, general liability, vision, benefit prefunding, fleet and equipment management, and facilities management; all of which are provided to other departments on a cost-reimbursement basis.

Fiduciary Funds

Trust Funds and Custodial Funds are used to account for assets held by the City as an agent or trustee for individuals, private organizations, and other governments. The City has one custodial fund: the Library Community Facilities District Fund, a fund reporting cash and investments for the District. The financial activities of the fund are excluded from the Government-wide financial statements, and are presented in a separate Fiduciary Fund financial statement.

C. Basis of Accounting

The government-wide, proprietary fund and fiduciary fund financial statements are reported using the *economic resources measurement focus* and the full *accrual basis* of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred,* regardless of when the related cash flows take place.

Governmental funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable* and *available*. The City considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, lease liabilities, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. Governmental capital asset acquisitions, including entering into contracts giving the City the right to use leased assets and right to use subscription assets, are reported as *expenditures* in governmental funds. Proceeds of governmental long-term debt and financing through leases are reported as *other financing sources*.

Those revenues susceptible to accrual are property, sales and use, transient occupancy, franchise and gas taxes, business license taxes, intergovernmental revenues, grants, parking fines and interest revenue. Other fines, licenses and permits, and charges for services are not susceptible to accrual because they are not measurable until collected.

Non-exchange transactions, in which the City gives or receives value without directly, receiving or giving equal value in exchange, include taxes, grants, entitlements, and donations. On the accrual basis, revenue from taxes is recognized in the fiscal year for which the taxes are levied or assessed. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Certain indirect costs are included in program expenses reported for individual functions and activities.

D. Basis of Presentation

The City's Basic Financial Statements are prepared in conformity with accounting principles generally accepted in the United States of America. The Government Accounting Standards Board is the acknowledged standard setting body for establishing accounting and financial reporting standards followed by governmental entities in the U.S.A.

These Standards require that the financial statements described below be presented.

Government-wide Statements: The Statement of Net Position and the Statement of Activities display information about the primary government (the City) and its component units. These statements include the financial activities of the overall City government, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the *governmental* and *business-type activities* of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The Statement of Activities presents a comparison between direct expenses and program revenues for each segment of the business-type activities of the City and for each function of the City's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs, (b) grants and contributions that are restricted to meeting the operational needs of a particular program and (c) fees, grants and contributions that are restricted to financing the acquisition or construction of capital assets. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to this general rule are payments-in-lieu of taxes where the amounts are reasonably equivalent in value to the interfund services provided and other charges between the government's proprietary funds and various other functions of the City. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds and blended component units. Separate statements for each fund category—*governmental, proprietary*, and *fiduciary*—are presented. The emphasis of fund financial statements is on major individual governmental and enterprise funds, each of which is displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Proprietary fund *operating* revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund. Exchange transactions are those in which each party receives and gives up essentially equal values. *Nonoperating* revenues, such as subsidies and investment earnings, result from nonexchange transactions or ancillary activities.

E. Revenue Recognition for Enterprise Funds

Sewer and Storm Drain user fee revenues are placed on the county tax rolls. The County bills customers annually and requires payment prior to year-end. Solid waste revenue is remitted by Recology San Mateo County as part of garbage services. At year-end there were no material uncollected sewer, storm drain, or solid waste user fees.

F. Property Tax

San Mateo County assesses properties, and it bills, collects, and distributes property taxes to the City. The County remits the entire amount levied and handles all delinquencies, retaining interest, and penalties. Secured and unsecured property taxes are levied on January 1 of the preceding fiscal year.

Secured property tax is due in two installments, on November 1 and February 1, and becomes a lien on those dates. It becomes delinquent on December 10 and April 10, respectively. Unsecured property tax is due on July 1 and becomes delinquent on August 31. Collection of delinquent accounts is the responsibility of the County, which retains all penalties.

The term “unsecured” refers to taxes on personal property other than real estate, land, and buildings. These taxes are secured by liens on the property being taxed. Property tax revenues are recognized by the City in the fiscal year they are assessed provided they become available as defined above, generally within sixty days.

G. Capital Assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available, except for intangible right to use lease assets, the measurement of which is discussed in Note 10, and intangible right to use subscription assets, the measurement of which is discussed in Note 13. Contributed capital assets are valued at their estimated acquisition value on the date contributed.

The City has recorded all its public domain (infrastructure) capital assets, which include roads, bridges, curbs and gutters, streets and sidewalks, drainage systems and lighting systems.

Capital assets with limited useful lives and the right to use leased assets are depreciated over their estimated useful lives. The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these assets. The amount charged to depreciation expense each year represents that year’s pro rata share of the cost of capital assets.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Depreciation is provided using the straight line method which means the cost of the asset is divided by its expected useful life in years and the result is charged to expense each year until the asset is fully depreciated. The City has assigned the useful lives listed below to capital assets:

Building and Building Improvements	40 years
Improvements Other than Buildings	25-75 years
Streets and Infrastructure	25-100 years
Machinery and Equipment	5-10 years
Vehicles	5-10 years

Non-infrastructure and infrastructure assets with historical costs exceeding $5,000 and $25,000 respectively are capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

H. Compensated Absences

Compensated absences comprise unpaid vacation and the vested portion of sick leave, which are accrued as earned, as well as an estimate of the sick leave earned as of the end of the fiscal year and expected to be used. Employee bargaining unit agreements specify the vested portion of unused sick leave, which accumulates and is paid at time of termination of City employment. The City's liability for compensated absences is recorded in various Governmental funds and Proprietary funds as appropriate. The liability for compensated absences is determined annually. For all governmental funds, amounts expected to be paid due to terminations are recorded as fund liabilities; the long term portion is recorded in the Statement of Net Position.

The changes of the compensated absences were as follows:

		Business-Type Activities			
	Governmental Activities	Sewer Collections	Storm Drainage	Solid Waste	Total
Summary of Activity:					
Beginning Balance, as restated (A)	$3,901,843	$209,821	$88,819	$40,595	$4,241,078
Net changes	(88,588)	18,204	19,834	518	(50,032)
Ending Balance	$3,813,255	$228,025	$108,653	$41,113	$4,191,046
Financial Statement Presentation:					
Due within One Year	$1,687,672	$153,347	$80,752	$23,133	$1,944,904
Due in More than One Year	2,125,583	74,678	27,901	17,980	2,246,142
Total Ending Balance	$3,813,255	$228,025	$108,653	$41,113	$4,191,046

(A) See discussion of restatement in Note 9G.

Compensated absences are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities compensated absences is liquidated primarily by the General Fund.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. Fair Value Hierarchy

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

J. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position or balance sheet will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position or balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

K. Estimates and Assumptions

The preparation of financial statements in conformity with generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, deferred outflows/inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

L. New and Renamed Funds

The Sewer Connection Fees Enterprise Fund was established during the year ended June 30, 2025. The activity in the Fund had previously been reported in the Sewer Collections Enterprise Fund.

The Street Improvements Special Revenue Fund was renamed to the Measure A Street Improvements Special Revenue Fund.

The Housing Mitigation Fees Special Revenue Fund was renamed to the Inclusionary Housing Special Revenue Fund.

The Senior Donations Special Revenue Fund was renamed to the Parks and Recreation Donations Special Revenue Fund.

The Comcast Capital Projects Fund was renamed to the PEG Capital Projects Fund.

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING

The City Manager submits to the City Council a proposed annual operating budget for the ensuing fiscal year. The operating budget includes proposed expenditures and the means of financing them and is subjected to public hearings where comments are obtained for consideration. The Council adopts the budget through passage of a budget resolution at which time the proposed expenditures become appropriations. The budget is effective the following July 1 and may be amended by subsequent resolutions. Budgets are adopted for all Governmental Funds, however the Capital Improvement Projects Capital Projects Fund is budgeted on a project length basis and therefore is not comparable on an annual basis. The City Manager is authorized to transfer appropriations between any departments; however, any revisions, which increase the total appropriations of any fund, must be approved by the Council. Transfers not included in the original budget must be approved by the Finance Director. Where not contractually committed, expenditures may not exceed appropriations at the fund level. Unencumbered operating appropriations lapse at year end, while capital improvement appropriations are carried over to subsequent years until projects are completed. Supplemental appropriations adopted by the Council are included in the budget versus actual statements.

Formal budgetary integration is employed as a management control device. Encumbrance accounting is employed as an extension of formal budgetary integration in all funds. Under encumbrance accounting, purchase orders, contracts and other commitments for the expenditure of monies are recorded in order to reserve that portion of the applicable appropriation.

NOTE 2 – BUDGETS AND BUDGETARY ACCOUNTING (Continued)

Encumbrances outstanding at year end do not constitute expenditures or liabilities and are reappropriated in the following year budget. Budget amounts include appropriations, which are formally integrated into the City's accounting records for all funds. Budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP) for all funds. Encumbrances outstanding by fund as of June 30, 2025 were as follows:

Major Governmental Funds:	
General Fund	$2,391,184
Development Services	
Special Revenue Fund	773,901
Affordable Housing	
Special Revenue Fund	34,267
Capital Improvement Projects	
Capital Projects Fund	8,611,523
Non-Major Governmental Funds	1,697,215
Total Encumbrances	$13,508,090

Expenditures in Excess of Appropriations - The following funds incurred expenditures in excess of appropriations. Sufficient resources were available within each fund to finance these excesses:

Fund	Expenditures in Excess of Appropriations
Non-Major Governmental Funds:	
Supplemental Law Enforcement Services Special Revenue Fund	$4,786
Athletic Field Maintenance Special Revenue Fund	11,296
Infrastructure Capital Project Fund	3,362

NOTE 3 – CASH AND INVESTMENTS

The City pools cash from all sources and all funds except Cash and Investments held by Trustees so that it can be invested consistent with the principles of safety and liquidity, while individual funds can make expenditures at any time.

A. Policies

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the City's cash on deposit, or first trust deed mortgage notes with a market value of 150% of the deposit, as collateral for these deposits. Under California Law this collateral is held in a separate investment pool by another institution in the City's name and places the City ahead of general creditors of the institution.

The City invests in individual investments and in investment pools. Individual investments are evidenced by specific identifiable securities instruments, or by an electronic entry registering the owner in the records of the institution issuing the security, called the book entry system. In order to increase security, the City employs the Trust Department of a bank as the custodian of certain City managed investments, regardless of their form.

The City's investments are carried at fair value, as required by generally accepted accounting principles. The City adjusts the carrying value of its investments to reflect their fair value at each fiscal year end, and it includes the effects of these adjustments in income for that fiscal year.

B. Classification

Cash and investments are classified in the financial statements as shown below, based on whether or not their use is restricted under the terms of City debt instruments or Agency agreements.

Cash and investments as of June 30, 2025 consist of the following:

Statement of Net Position	
Cash and investments	$170,823,406
Cash and investments with fiscal agent	6,921,122
Fiduciary Funds	
Cash and investments	333,900
Cash and investments with fiscal agent	133
Total Cash and Investments	$178,078,561

Cash and Investments Available for Operations is used in preparing proprietary fund statements of cash flows because these assets are highly liquid and are expended to liquidate liabilities arising during the year.

As of June 30, 2025, the City holds $3,623,074 in unexpended proceeds from the Sewer Revenue Bonds, Series 2019, which were included in Cash and Investments, but recorded in the Sewer Collections Enterprise Fund. The restricted funds are to be spent on project costs as defined in the underlying indenture.

NOTE 3 – CASH AND INVESTMENTS (Continued)

C. Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy and the California Government Code allow the City to invest in the investment types included in the following schedule, provided the credit ratings of the issuers are acceptable to the City, and approved percentages and maturities are not exceeded. The table below also identifies certain provisions of the California Government Code, or the City's Investment Policy where the City's Investment Policy is more restrictive.

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality	Maximum % of Portfolio	Maximum Investment In One Issuer
Local Agency Municipal Bonds	5 years	None	None	None
U.S. Treasury Obligations	5 years	None	None	None
State of California and Other State Obligations	5 years	None	None	None
CA Local Agency Obligations	5 years	None	None	None
U.S. Agency or U.S. Government-Sponsored Enterprise Obligations	5 years	None	None	None
Bankers Acceptances	180 days	None	40%	30%
Commercial Paper (pooled)	270 days	A1 / P1	40%	(C)
Commercial Paper (non-pooled)	270 days	A1 / P1	40%	(C)
Commercial Paper (non-pooled)	270 days	A1 / P1	25%	(C)
Negotiable Certificates of Deposit	5 years	None	30%	None
Non-Negotiable Certificates of Deposit	5 years	None	None	None
Placement Service Deposits	5 years	None	50% (A)	None
Placement Service Certificates of Deposit	5 years	None	50% (A)	None
Repurchase Agreements	1 year	None	None	None
Reverse Repurchase Agreements and Securities Lending Agreements	92 days	None	20% of base value of portfolio	None
Medium Term Corporate Notes	5 years	A	30%	(C)
Mutual Funds	N/A	Top rating category	20%	10%
Money Market Mutual Funds	N/A	Top rating category	20%	None
Collateralized Bank Deposits	5 years	None	None	None
Mortgage Pass-Through and Asset-Backed Securities	5 years	AA	20%	None
County Pooled Investment Funds	N/A	None	None	None
Joint Powers Authority Pool	N/A	None	None	None
California Local Agency Investment Fund	N/A	None	None	$75M per account
Voluntary Investment Program Fund	N/A	None	None	None
Supranational Obligations (B)	5 years	AA	30%	None
Public Bank Obligations	5 years	None	None	None

(A) 50% maximum % of portfolio is for deposits and certificates of deposit combined.

(B) Only those obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development (IBRD), International Finance Corporation (IFC), and Inter-American Development Bank (IADB)

(C) 10% maximum of the outstanding commercial paper and medium term notes of any single issuer.

NOTE 3 – CASH AND INVESTMENTS (Continued)

D. Investments Authorized by Debt Agreements

The City must maintain required amounts of cash and investments with trustees or fiscal agents under the terms of certain debt issues. These funds are unexpended bond proceeds or are pledged reserves to be used if the City fails to meet its obligations under these debt issues. The California Government Code requires these funds to be invested in accordance with City resolutions, bond indentures or State statutes. These bond indentures did not disclose limitations for maximum percentage of portfolio and investment in one issuer. The table below identifies the investment types that are authorized for investments held by fiscal agents. The table also identifies certain provisions of these debt agreements:

Authorized Investment Type	Maximum Maturity	Minimum Credit Quality
Local Agency Municipal Bonds	N/A	Two highest rating categories
U.S. Treasury Obligations	N/A	N/A
State of California Obligations	N/A	A2/A
CA Local Agency Obligations	N/A	N/A
U.S. Agency Securities (A)	N/A	N/A
Bankers Acceptances	1 year	A1
Commercial Paper	270 days	A-1 +
Short-Term Certificates of Deposit	1 year	A-1+
Repurchase Agreements	30 days	A, A-
Money Market Mutual Funds	N/A	AA-M
Collateralized Bank Deposits	N/A	N/A
California Local Agency Investment Fund	N/A	N/A
Unsecured CD's, deposit accounts, time deposits, bankers acceptances	365 Days	A-1+
Special Revenue Bonds	N/A	AA-
Prefunded Municipal Obligations	N/A	AAA
FDIC insured deposit	N/A	N/A
Investment Agreements	N/A	AA-
Pre Refunded Municipal Obligations	N/A	Two highest rating categories
Cash	N/A	N/A

(A) Securities issued by agencies of the federal government such as the Federal Farm Credit Bank (FFCB), the Federal Home Loan Bank (FHLB), the Federal National Mortgage Association (FNMA), Export-Import Bank, Farm Credit System Financial Assistance Corporation, Farmers Home Administration, General Services Administration, United States Maritime Administration, Small Business Administration, Government National Mortgage Association (GNMA), United States Department of Housing & Urban Development (PHA's), the Federal Home Loan Mortgage Corporation (FHLMC) and Federal Housing Administration debentures.

The 2019 Sewer Revenue Bonds also allow investment in Federal Housing Administration debentures.

NOTE 3 – CASH AND INVESTMENTS (Continued)

E. Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of the City's investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates.

Information about the sensitivity of the fair values of the City's investments (including investments held by bond trustees) to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity or earliest call date:

Investment Type	12 Months or less	Total
California Local Agency Investment Fund	$152,431,402	$152,431,402
Held by Trustees:		
Money Market Mutual Funds	1,229,369	1,229,369
U.S. Treasury Bills	5,691,888	5,691,888
Total Investments	$159,352,659	159,352,659
Cash in banks and on hand		18,725,902
Total Cash and Investments		$178,078,561

F. Local Agency Investment Fund

The City is a participant in the Local Agency Investment Fund (LAIF) that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City reports its investment in LAIF at the amortized costs provided by LAIF, which is the same as the value of the pool share. The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. Each regular LAIF account is permitted to have up to 15 transactions per month, with a minimum transaction amount of $5,000, a maximum transaction amount of $75 million and at least 24 hours advance notice for withdrawals of $10 million or more. Bond proceeds accounts are subject to a one-time deposit with no cap and are set up with a monthly draw down schedule. Included in LAIF's investment portfolio are collateralized mortgage obligations, mortgage-backed securities, other asset-backed securities, loans to certain state funds, and floating rate securities issued by federal agencies, government-sponsored enterprises, United States Treasury Notes and Bills, and corporations. At June 30, 2025, these investments matured in an average of 248 days.

G. Fair Value Hierarchy

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

NOTE 3 – CASH AND INVESTMENTS (Continued)

The following is a summary of the fair value hierarchy of the City's investments as of June 30, 2025:

Investment Type	Level 1	Exempt or Amortized Cost	Total
California Local Agency Investment Fund		$152,431,402	$152,431,402
Held by Trustees:			
Money Market Mutual Funds		1,229,369	1,229,369
U.S. Treasury Bills	$5,691,888		5,691,888
Total Investments	$5,691,888	$153,660,771	$159,352,659

U.S. Treasury Notes totaling $5,691,888 classified in Level 1 of the fair value hierarchy are valued using quoted prices in an active market for identical assets. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. These prices are obtained from various pricing sources by the custodian bank. As an external investment pool, the Local Agency Investment Fund is exempt from the fair value hierarchy.

H. Credit Risk

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The actual ratings as of June 30, 2025 are provided by Standard and Poor's except as noted.

Investment Type	AAAm	Total Investments
Money Market Mutual Funds	$1,229,369	$1,229,369
Not rated:		
California Local Agency Investment Fund		152,431,402
Exempt from rating requirement:		
U.S. Treasury Bills		5,691,888
Total investments		$159,352,659

NOTE 4 – INTERFUND TRANSACTIONS

A. Transfers Between Funds

The purpose of the majority of transfers is to provide annual subsidiary to the transit fund, which has made an expenditure on behalf of another fund. Less often, a transfer may be made to open or close a fund.

Transfers between funds during the fiscal year ended June 30, 2025 were as follows:

Fund Receiving Transfer	Fund Making Transfer	Amount Transferred	
Special Revenue Fund			
Belmont Fire Protection District	Capital Improvement Projects Capital Project Fund	$52,609	(a)
Capital Projects Fund			
Capital Improvement Projects	General Fund	3,273,339	(b) & (c)
	Belmont Fire Protection District Special Revenue Fund	186,228	(b)
	Non-Major Governmental Funds	2,124,221	(b)
	Sewer Collections Enterprise Fund	2,809,305	(b)
	Sewer Connection Fees Enterprise Fund	1,420,724	(b)
	Storm Drainage Enterprise Fund	92,784	(b)
	Fleet and Equipment Management Internal Service Fund	38,101	(b)
	Facilities Management Internal Service Fund	51,306	(b)
Non-Major Governmental Funds			
Recreation Special Revenue Fund	General Fund	1,400,000	(c)
Street Maintenance Special Revenue Fund	General Fund	1,500,000	(c)
Non-Major Enterprise Funds			
Storm Drainage	General Fund	500,000	(b)
	Sewer Collections Enterprise Fund	92,785	(b)
Sewer Connection Fees	Sewer Collections Enterprise Fund	2,977,530	(d)
		$6,470,315	

The purposes of the transfers are set forth below:

(a) To return unspent capital projects funding
(b) Transfer to fund capital projects
(c) To fund operations and achieve targeted fund balances.
(d) To establish the Sewer Connection Fees Fund

B. Current Interfund Balances

Current interfund balances arise in the normal course of business and are expected to be repaid shortly after at the end of the fiscal year. The Storm Drainage Enterprise Fund owed the General Fund $418,344 as of June 30, 2025.

NOTE 4 – INTERFUND TRANSACTIONS (Continued)

C. Internal Balances

Internal balances are presented in the Entity-wide financial statements only. They represent the net interfund receivables and payables remaining after the elimination of all such balances within governmental and business-type activities.

NOTE 5 – NOTES RECEIVABLE

These notes are summarized below:

Project	Amount
Mid-Peninsula Horizons, Inc.	$248,594
Home Buyer Assistance Program	228,250
Firehouse Square	2,437,478
Belmont Family Apartments	3,631,178
Hill Street Affordable Housing	1,007,315
Total notes receivable	$7,552,815

The former Belmont Redevelopment Agency (Agency) entered into the loan programs below to improve the quality of housing and to increase the availability of affordable housing. With the dissolution of the former Redevelopment Agency, the City elected to become the successor to the former Agency's housing activities and as a result assumed the loans receivable as of February 1, 2012.

On September 30, 1992 the former Agency made a loan to **Mid-Peninsula Horizons, Inc.,** a nonprofit corporation, to assist in financing an affordable housing project. The Agency loan is secured by a second deed of trust. The loan bears interest at one percent per annum and is due along with interest in 2039 or the date the project is no longer subject to a related regulatory agreement with HUD, whichever is later.

In fiscal year 1999, the former Agency began providing financial assistance for first time home buyers through the **Home Buyer Assistance Program**. Loans provide down payment assistance to qualified home buyers in Belmont. Loans are long-term low interest loans for down payments on the purchase of single-family residences, town homes, or condominiums. Loans are secured by a deed of trust.

NOTE 5 – NOTES RECEIVABLE (Continued)

On October 22, 2019 the City approved Development Agreements with **MP Firehouse Square Associates, L.P., and Belmont Firehouse Square LLC** for the construction of a new four-story, mixed-use residential/commercial building consisting of 65 affordable rental apartment units, a manager's unit, amenity space, a community room, and 3,748 square feet of retail and commercial space; and a 15-unit market rate for sale townhome component. The project site is located on City-owned property at 1300 El Camino Real and 875 O'Neill Avenue that was to be sold to the developer for $2,616,150. The City had committed to loan the Developer up to $5,598,000, comprised of the Predevelopment Component ($316,000), the Construction Component ($2,000,000) and the Construction Contingency Amount ($2,598,000). On July 14, 2020, the City amended the terms of the Development Agreements to instead ground lease the property to the Developer for a period of seventy (70) years at the rate of one dollar ($1.00) per year, paid annually, and reduce the project funding to a predevelopment loan of up to $1,000,000, a construction loan of up to $1,150,000, and a grant of $1,000,000. Total potential costs to the City will not exceed $5,648,000. During the year ended June 30, 2020, the developer drew down $1,000,000 of the predevelopment loan, and during the year ended June 30, 2021, the developer drew down the construction loan of $1,150,000 and the grant of $1,000,000.

The loans bear simple interest at three percent per annum and is payable from residual receipts as defined in the Agreement and is due upon the earliest of the transfer of the project or the developer’s interest in the property in a manner that is not approved by the City, the occurrence of a Developer event of default, or 70 years from the date of the promissory note or August 2090. The balance of the loans as of June 30, 2025, including accrued interest, was $2,437,478.

In August 2021, the City and Belmont Firehouse Square, LLC entered into an amended and restated Development Agreement that includes selling property for its appraised value of $4,800,000 for phase 2 of the project, which includes the 15-unit market rate for sale townhomes. In June 2022, the Agreement was assigned to Belmont Firehouse Square Property, LLC. On June 30, 2022 the City and Belmont Firehouse Square Property, LLC, closed the sale of phase 2 of the Firehouse Square project. Per the Amended and Restated Development Agreement, the developer paid the City $1,000,000 at close of escrow; the balance of the sales price of $3,800,000 was funded by a loan from the City's affordable housing funds. The loan is secured by a promissory note and deed of trust on the property. Prior to or concurrently with the sale of each townhome unit in the project, the Developer is required to pay the City in cash an amount equal to the then outstanding indebtedness under the Promissory Note divided by the number of unsold townhome units existing immediately prior to the sale of such townhome unit, which will be credited to the outstanding balance of the loan. The loan bore compound interest at four percent per month and was payable no later than December 31, 2024. The loan was repaid during the year ended June 30, 2025.

NOTE 5 – NOTES RECEIVABLE (Continued)

On April 13, 2023, the City approved a Disposition, Development and Loan Agreement with LINC-Hill Street, L.P., for the construction of **Hill Street Affordable Housing,** which will consist of approximately thirty-seven units of multi-family rental housing, of which eighteen units will be restricted to occupancy by very low-income households. The City committed to sell property to the developer for the project for $1.00 and loan up to $1 million. The loan will be secured by a promissory note and deed of trust on the property and will bear simple annual interest of three percent. The loan is repayable from residual receipts as defined in the agreement and the loan will be due on the earliest of the transfer of the project or the Developer's interest in the Property other than a transfer permitted or approved by the City, the occurrence of a Developer event of default under the loan agreement or associated regulatory agreement, or fifty-seven years from the date of the Promissory Note. The land was sold to the developer on April 3, 2025, and the balance of the loan as of June 30, 2025, including accrued interest, was $1,007,315.

In April 2024, the City approved development agreements with **Belmont Family Apartments**, **LP** (Developer) for the construction of a 125-unit multi-family affordable housing development, spanning 1.46 acres located at 800-803 Belmont Avenue. The City committed to loan the Developer up to $3,500,000 to finance the acquisition and development of the property. The loan is secured by a promissory note and deed of trust on the property and bear simple annual interest of three percent. The loan is repayable from residual receipts as defined in the loan agreement and the loan will be due on the earliest of the transfer of the project or the Developer's interest in the development other than a transfer permitted or approved by the City, the occurrence of a Developer event of default under the loan agreement, or fifty-five years from the date of the Promissory Note (April 1, 2024). The balance of the loan as of June 30, 2025, including accrued interest, was $3,631,178.

NOTE 6 – LAND HELD FOR RESALE

The City purchased parcels of land as part of efforts to develop or redevelop properties. Land held for resale is carried in the financial statements at the lower of cost or estimated net realizable value.

With the dissolution of the Redevelopment Agency in fiscal year 2012, the City elected to assume housing activities as the Housing Successor, and the land held for resale was transferred to the Affordable Housing Special Revenue Fund on February 1, 2012.

During the year ended June 30, 2025, the City sold property in the Affordable Housing Special Revenue Fund with a carrying value of $1,023,042 to a developer for $1, as discussed in Note 5 above, which resulted in the loss from sale of land held for redevelopment reflected in the governmental funds statement of revenues, expenditures and changes in fund balance.

NOTE 7 – CAPITAL ASSETS

A. Capital Asset Additions and Retirements

Capital assets at June 30 comprise:

	Balance June 30, 2024	Additions	Retirements	Transfers	Balance June 30, 2025
Governmental Activities					
Capital assets not being depreciated:					
Land	$13,010,328				$13,010,328
Construction in progress	3,817,058	$3,062,627		($1,256,418)	5,623,267
Total capital assets not being depreciated	16,827,386	3,062,627		(1,256,418)	18,633,595
Capital assets being depreciated:					
Buildings and building improvements	37,986,357		($1,013,378)		36,972,979
Improvements other than buildings	5,603,220				5,603,220
Streets and infrastructure	80,259,470	3,283,168		1,256,418	84,799,056
Machinery and equipment	7,625,611	253,070			7,878,681
Vehicles	5,172,814	389,981			5,562,795
Subscription assets	774,112	465,644	(553,087)		686,669
Total capital assets being depreciated	137,421,584	4,391,863	(1,566,465)	1,256,418	141,503,400
Less accumulated depreciation for:					
Buildings and building improvements	20,605,035	897,125	(402,544)		21,099,616
Improvements other than buildings	2,638,466	245,400			2,883,866
Streets and infrastructure	32,815,950	2,090,884			34,906,834
Machinery and equipment	6,969,057	340,397			7,309,454
Vehicles	4,368,342	337,435			4,705,777
Subscription assets	467,810	341,385	(553,087)		256,108
Total accumulated depreciation	67,864,660	4,252,626	(955,631)		71,161,655
Net depreciable assets	69,556,924	139,237	(610,834)	1,256,418	70,341,745
Governmental activities capital assets, net	$86,384,310	$3,201,864	($610,834)		$88,975,340

NOTE 7 – CAPITAL ASSETS (Continued)

Beginning July 1, 2023, the City created a Capital Improvements Projects Capital Projects Fund to receive all capital-related funding from all City funds, including Enterprise Funds. This fund is used to manage and pay all capital-related costs for the City's capital improvement plan. At year-end, any construction in progress and capitalized asset balances are transferred to the appropriate Enterprise Funds. The table above shows balances net of Business-Type Activities (the amounts transferred to Enterprise Funds). At June 30, 2025, the Governmental Activities transferred $3,388,354 of construction in progress, and $1,604,884 in capitalized improvements, for total of $4,993,238, to the Sewer Collections Enterprise Fund.

	Balance June 30, 2024	Additions	Transfers	Balance June 30, 2025
Business-type activities				
Capital assets not being depreciated:				
Land	$14,793			$14,793
Construction in progress	634,353	$3,388,354	($66,841)	3,955,866
Total capital assets not being depreciated	649,146	3,388,354	(66,841)	3,970,659
Capital assets being depreciated:				
Improvements other than buildings	58,249,763	1,604,884	66,841	59,921,488
Machinery and equipment	326,766			326,766
Total capital assets being depreciated	58,576,529	1,604,884	66,841	60,248,254
Less accumulated depreciation				
Improvements other than buildings	25,779,076	2,113,819		27,892,895
Machinery and equipment	322,097	1,971		324,068
Total accumulated depreciation	26,101,173	2,115,790		28,216,963
Net depreciable assets	32,475,356	(510,906)	66,841	32,031,291
Business-type activities capital assets, net	$33,124,502	$2,877,448		$36,001,950

Additions in the table above reflect the $4,993,238 transferred from Governmental Activities.

B. Capital Asset Contributions

Some capital assets may be acquired using federal and State grant funds, or they may be contributed by developers or other governments. These contributions are required to be accounted for as revenues at the time the capital assets are acquired.

NOTE 7 – CAPITAL ASSETS (Continued)

C. Depreciation Allocation

Depreciation expense is charged to functions and programs based on their usage of the related assets. The amounts allocated to each function or program are as follows:

Governmental Activities	
General Government	$1,103,157
Public Safety	88,895
Highways and Streets	1,767,881
Culture and Recreation	323,005
Depreciation Charges to Internal Service Funds	969,688
Total Governmental Activities	$4,252,626
Business-Type Activities	
Sewer Collections	$1,874,151
Storm Drainage	241,639
Total Business-Type Activities	$2,115,790

NOTE 8 – LONG TERM DEBT

The City generally incurs long-term debt to finance projects or purchase assets, which will have useful lives equal to or greater than the related debt.

This debt will be repaid only out of governmental funds but is not accounted for in these funds because this debt does not require an appropriation or expenditure in this accounting period.

Proprietary Fund (Enterprise) long-term debt is accounted for in the proprietary funds, which will repay the debt because these funds are accounted for on the full-accrual basis in a similar manner to commercial operations.

The City's debt issues and transactions are summarized below and discussed in detail thereafter.

NOTE 8 – LONG TERM DEBT (Continued)

A. Current Year Transactions and Balances

	Balance June 30, 2024	Retirements	Balance June 30, 2025	Balance as of June 30, 2025 Due Within One Year	Due Beyond One Year
GOVERNMENTAL ACTIVITIES DEBT					
Lease Financing					
2019 San Mateo County					
2%, due 2029	$3,443,237	$596,729	$2,846,508	$609,489	$2,237,019
Total Governmental Activities Debt	3,443,237	596,729	2,846,508	609,489	2,237,019
BUSINESS-TYPE ACTIVITIES DEBT					
Bonds:					
2016 Sewer Revenue Refunding Bonds					
2.00%-5.00%, due serially to 2035	6,205,000	555,000	5,650,000	580,000	5,070,000
Premium	517,438	76,657	440,781		440,781
2016 Sewer Revenue Bonds					
2.00%-5.00%, due serially to 2046	15,395,000	120,000	15,275,000	125,000	15,150,000
Premium	28,054	4,158	23,896		23,896
2018 Sewer Treatment Revenue Bonds					
5%, due serially to 2048	19,720,000	415,000	19,305,000	435,000	18,870,000
Premium	2,532,322	105,513	2,426,809		2,426,809
2019 Sewer Revenue Bonds					
5%, due serially to 2049	16,070,000	315,000	15,755,000	330,000	15,425,000
Premium	3,618,864	141,915	3,476,949		3,476,949
Subtotal Bonds	64,086,678	1,733,243	62,353,435	1,470,000	60,883,435
Direct Placement:					
2022 Sewer Treatment Revenue Refunding Obligations					
2.15%, due serially to 2033	3,742,000	725,000	3,017,000	740,000	2,277,000
Total Business-Type Activities Debt	67,828,678	2,458,243	65,370,435	2,210,000	63,160,435
Total Long-Term Obligations	$71,271,915	$3,054,972	$68,216,943	$2,819,489	$65,397,454

B. 2019 San Mateo County Lease Agreement

On December 18, 2019, the City entered into Lease and Sublease Agreements with the County of San Mateo under which the City leased the Belmont Sports Complex & Conference Center to the County for which the County made a one-time up-front lease payment to the City in the amount of $6,000,000. Simultaneously, the City will sublease back from the County with annual rental payments over a lease term of 10 years, at a fixed interest rate of 2% per year. The Sublease is secured by the Belmont Sports Complex and the funds are to be used for turf replacement. The Sublease is repayable in semi-annual payments of $334,000 beginning April 15, 2020 through December 15, 2029. While the pledge of repayment is from the General Fund, repayment will be made from Planned Park (Quimby/Park In Lieu) and Park Impact Fees. To terminate the Sublease after having fully paid all installment payments through and including the year seven payment, the City may make a one-time, lumpsum payment to the County of $1,926,013.

NOTE 8 – LONG TERM DEBT (Continued)

C. Summary of Sewer Debt Issues

On October 1, 2018, the Authority issued $21,385,000 in **Sewer Treatment Facility Revenue Bonds, Series 2018**. Proceeds will be used to finance certain improvements to the Silicon Valley Clean Water's sewer treatment facility. Interest is due semiannually on February 1 and August 1 and principal is due annually on August 1 and is payable on parity with the 2009A bonds solely from Sewer Treatment Facility Revenues. Interest on the Bonds commenced August 1, 2019. The bond covenants contain events of default that require the revenue of the City to be applied by the Trustee as specified in the terms of the agreement if any of the following conditions occur: default on debt service payments; the failure of the City to observe or perform the conditions, covenants, or agreement terms of the debt; or bankruptcy filing by the City. There were no such events during the fiscal year ending June 30, 2025.

On April 29, 2022, the Authority issued $6,408,000 principal amount of 2022 Sewer Treatment Facilities Revenue Refunding Obligations. Proceeds from the Installment Purchase Agreement were used to refund the Sewer Treatment Facility Revenue Bonds, Series 2009A. Interest is due semiannually on February 1 and August 1 and principal is due annual on August 1 and is payable solely from Sewer Treatment Facility Revenues. The Agreement is on parity with the Series 2018 Bonds. Principal and interest payments on the Agreement commence on August 1, 2022 and continue through 2033. The Agreement contains events of default that allow the Authority to declare all principal and accrued interest to be immediately due and payable if any of the following conditions occur: default on debt service payments; failure of the City to observe or perform the conditions, covenants or agreement terms of the Agreement; or bankruptcy filing by the City. There were no such events during the fiscal year ending June 30, 2025. The 2009A Bonds were called on May 27, 2022.

The pledge of future Sewer Treatment Facility charges ends upon repayment of $36,313,164 in remaining debt service on the 2018 Bonds and 2022 Obligations which is scheduled to occur in 2048. For fiscal year 2025, Sewer Treatment Facility Revenues amounted to $3,762,153 and debt service was $2,188,284.

On March 2016, the Authority issued $9,945,000 in **Sewer Revenue Refunding Bonds, Series 2016** and $16,120,000 in **Sewer Revenue Bonds, Series 2016** with interest rates ranging from 3.0% to 5.0% and 2.0% to 5.0% respectively. The $11,094,848 in net proceeds (including a $1,149,848 premium and after payment of $104,670 in underwriting fees and other issuance costs) of the Sewer Revenue Refunding Bonds, Series 2016, were used to refund $10,830,000 of outstanding 2001 and 2006 Series Sewer Revenue Bonds which had interest rates ranging from 4.375% to 5.00% and 4.00% to 4.375% respectively. The net proceeds of $15,182,357 from the Sewer Revenue Bonds, Series 2016 (including a $62,357 premium and after payment of $169,662 in underwriting fees and other issuance costs) have been used to finance improvements to the City's sewer system.

NOTE 8 – LONG TERM DEBT (Continued)

The 2016 Revenue Bonds are general obligations of the City, payable solely from System Revenues and all amounts on deposit in the System Revenue Fund collected by the City of Belmont. The bond covenants contain events of default that require the revenue of the City to be applied by the Trustee as specified in the terms of the agreement if the following condition occurs: default on debt service payments. There were no such events during the fiscal year ending June 30, 2025.

On November 20, 2019, the Authority issued $17,095,000 principal amount of **Sewer Revenue Bonds, Series 2019**. Proceeds will be used to finance certain improvements to the sewer collection, conveyance and treatment system of the City. Interest is due semiannually on February 1 and August 1, commencing February 1, 2020 and principal is due annually on August 1. The Bonds are payable on parity with the 2016 bonds, solely from System Revenues and all amounts on deposit in the System Revenue Fund collected by the City. The Bonds are structured with a par optional redemption date of August 1, 2029. The bond covenants contain events of default that require the revenue of the City to be applied by the Trustee as specified in the terms of the agreement if the following condition occurs: default on debt service payments. There were no such events during the fiscal year ending June 30, 2025.

The pledge of future Sewer Collections Fund Revenues ends upon repayment of $56,430,893 in remaining debt service on the 2016 Sewer Revenue Refunding Bonds, 2016 Sewer Revenue Bonds and 2019 Sewer Revenue Bonds, which is scheduled to occur in 2049. For fiscal year 2025, Sewer Fund Revenues, excluding sewer treatment facility revenue, including operating revenues, but not connection charges or non-operating interest earnings, amounted to $15,529,099 and operating costs including operating expenses, but not interest, depreciation or amortization amounted to $7,793,456. Net revenues available for debt service amounted to $7,735,643 and debt service was $2,486,195.

D. Debt Service Requirements

Annual debt service requirements are shown below for all long-term debt with specified repayment terms:

For the Year Ending	Governmental Activities		Business-Type Activities			
	Lease Financing		Bonds		Direct Placement	
June 30	Principal	Interest	Principal	Interest	Principal	Interest
2026	$609,489	$58,511	$1,470,000	$2,399,946	$740,000	$56,911
2027	622,522	45,478	1,545,000	2,324,572	757,000	40,818
2028	635,757	32,243	1,625,000	2,257,021	304,000	29,412
2029	649,427	18,573	1,675,000	2,198,146	314,000	22,769
2030	329,313	4,686	1,735,000	2,136,364	176,000	17,502
2031 - 2035			9,845,000	9,483,230	726,000	31,627
2036 - 2040			12,090,000	7,214,515		
2041 - 2045			14,850,000	4,365,054		
2046 - 2050			11,150,000	1,164,170		
Total	$2,846,508	$159,491	$55,985,000	$33,543,018	$3,017,000	$199,039

NOTE 8 – LONG TERM DEBT (Continued)

E. Special Assessment Debt With No City Commitment

On February 4, 2004, the Community Facilities District No. 2000-1 issued Special Tax Bonds, Series 2004A for $8,650,000 to finance the construction, maintenance and building operations of a new library. The City has no legal or moral liability with respect to the payment of this debt, which is secured by proceeds of an annual special tax levy received by the District. Therefore, this debt is not included in the long-term debt of the City. As of June 30, 2025, the outstanding balance was $3,190,000.

Pursuant to the terms of the underlying indenture for the Special Tax Bonds, the Trustee holds a Surety Bond issued by AMBAC Assurance Corporation as a debt service reserve for the Bonds. During fiscal 2010-11, AMBAC declared bankruptcy. As of the date of this report, the Trustee had not requested, and the District had not obtained, a replacement surety bond.

F. Defeased Bonds

On August 19, 2014, the Successor Agency issued the $7,375,000 Series 2014A Senior Tax Allocation Refunding Bonds to facilitate a current refunding of the outstanding 1999A Bonds; and the $3,050,000 Series 2014AB Subordinate Tax Allocation Refunding Bonds to facilitate a current refunding of both outstanding 1999B Bonds and 1996 Housing Set-Aside Bonds.

In December 2021, the Successor Agency received a one-time lump sum allocation of property taxes from San Mateo County in the amount of $3,856,881, which the Successor Agency used along with cash on hand and available debt service fund totaling $598,684 to advance refund $4,100,000 of the outstanding 2014AB Bonds, which were to mature in fiscal year 2030. In January 2022, the Successor Agency deposited $4,455,565 in an irrevocable trust with an escrow agent to provide funds for the future debt service payments on the refunded bonds until they can be called in August 2024. As a result, the 2014AB Bonds are considered defeased and the liability for those bonds has been removed from the statement of net position. The defeasance was undertaken to terminate the Successor Agency's enforceable financial obligations, expedite dissolution of the Successor Agency, and generate tax savings and benefit for local taxing entities and resulted in a savings to the Redevelopment Property Tax Trust Fund of $719,564. The final payment on the 2014AB Bonds was made in August 2024 and the bonds were fully redeemed as of June 30, 2025.

NOTE 9 – NET POSITION AND FUND BALANCES

Net Position is measured on the full accrual basis while Fund Balance is measured on the modified accrual basis.

A. Net Position

Net Position is the excess of all the City's assets and deferred outflows, if any, over all its liabilities and deferred inflows, if any, regardless of fund. Net Position is divided into three captions. These captions apply only to Net Position, which is determined only at the Government-wide level, and are described below.

Net Investment in Capital Assets describes the portion of Net Position which is represented by the current net book value of the City's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Position which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the City cannot unilaterally alter. These principally include developer fees received for use on capital projects, debt service requirements, and redevelopment funds restricted to low and moderate income housing purposes.

Unrestricted describes the portion of Net Position which is not restricted to use.

B. Fund Balances

Governmental fund balances represent the net current assets of each fund. Net current assets generally represent a fund's cash and receivables, less its liabilities.

The City's fund balances are classified in accordance with generally accepted accounting principles which require the City to classify its fund balances based on spending constraints imposed on the use of resources. For programs with multiple funding sources, the City prioritizes and expends funds in the following order: Restricted, Committed, Assigned, and Unassigned. Each category in the following hierarchy is ranked according to the degree of spending constraint:

Nonspendables represents balances set aside to indicate items do not represent available, spendable resources even though they are a component of assets. Fund balances required to be maintained intact, such as Permanent Funds, and assets not expected to be converted to cash, such as prepaids, notes receivable, and land held for resale are included. However, if proceeds realized from the sale or collection of nonspendable assets are restricted, committed or assigned, then Nonspendable amounts are required to be presented as a component of the applicable category.

NOTE 9 – NET POSITION AND FUND BALANCES (Continued)

Restricted fund balances have external restrictions imposed by creditors, grantors, contributors, laws, regulations, or enabling legislation which requires the resources to be used only for a specific purpose. Nonspendable amounts subject to restrictions are included along with spendable resources.

Committed fund balances have constraints imposed by resolution of the City Council which may be altered only by resolution of the City Council. Nonspendable amounts subject to council commitments are included along with spendable resources.

Assigned fund balances are amounts constrained by the City's intent to be used for a specific purpose, but are neither restricted nor committed. Intent is expressed by the City Council or its designee and may be changed at the discretion of the City Council or its designee. This category includes encumbrances; Nonspendables, when it is the City's intent to use proceeds or collections for a specific purpose, and residual fund balances, if any, of Special Revenue, Capital Projects and Debt Service Funds which have not been restricted or committed. Through a Council Resolution, the City Council has designated the City Manager to determine the amount of assigned fund balances.

Unassigned fund balance represents residual amounts that have not been restricted, committed, or assigned. This includes the residual general fund balance and residual fund deficits, if any, of other governmental funds.

NOTE 9 – NET POSITION AND FUND BALANCES (Continued)

Detailed classifications of the City's fund balances, as of June 30, 2025, are below:

Fund Balance Classifications	General Fund	Belmont Fire Protection District	Development Services	Affordable Housing	Capital Improvement Projects	Non-Major Governmental Funds	Total
Nonspendables:							
Items not in spendable form:							
Leases	$692,918						$692,918
Prepaids	391,262					$49,550	440,812
Land held for resale	298,748						298,748
Total Nonspendable Fund Balances	1,382,928					49,550	1,432,478
Restricted for:							
Qualified Capital Outlay	5,029,901	$10,368,540					15,398,441
Transportation and Street Maintenance						$9,124,886	9,124,886
Belmont Fire Protection District		21,133,942					21,133,942
Special Revenue Programs:							
Recreation						609,244	609,244
Library Maintenance & Operations						210,635	210,635
City Trees						230,412	230,412
Athletic Field Maintenance						446,054	446,054
Senior Donations						104,768	104,768
Public Art						437,770	437,770
Affordable Housing				$4,033,613		3,540,725	7,574,338
Public Safety						166,414	166,414
Capital Projects					$2,705,202	1,929,823	4,635,025
Special Assessment District						341,217	341,217
Total Restricted Fund Balances	5,029,901	31,502,482			2,705,202	17,141,948	60,413,146
Committed to:							
Special Revenue Programs:							
Development Services			$2,814,393				2,814,393
General Plan Maintenance						804,797	804,797
Public Safety						35,063	35,063
Total Committed Fund Balances			2,814,393			839,860	3,654,253
Assigned to:							
Capital Projects						3,018,364	3,018,364
Total Assigned Fund Balances						3,018,364	3,018,364
Unassigned	31,602,484						31,602,484
Total Unassigned Fund Balances	31,602,484						31,602,484
Total Fund Balances	$38,015,313	$31,502,482	$2,814,393	$4,033,613	$2,705,202	$21,049,722	$100,120,725

C. Minimum Fund Balance Policies

The City Council has established a policy with adoption of the annual budget that the General Fund balance should be maintained at a target of 33% of operating expenditures. In addition, the City Council has established a $250,000 Contingency appropriation which may be used to pay for an emergency or an uncertain occurrence. The use of contingency funds requires City Council approval. As of June 30, 2025, the City is in compliance with its minimum fund balance policies.

NOTE 9 – NET POSITION AND FUND BALANCES (Continued)

D. Net Position and Fund Balance Restricted for Qualified Capital Outlay

The City established Reserves for Qualified Capital Outlay in the General Fund and in the Belmont Fire Protection District Special Revenue Fund and transferred $3,963,435 and $4,176,059, respectively, into the reserve amounts from fiscal year 2025 necessary to ensure compliance with State Gann Limit provisions. These funds are to be used solely to pay for Gann Limit excludable capital expenditures. To qualify, they must be for assets with a value greater than $100,000 and a useful life of at least 10 years.

During fiscal year ended June 30, 2025, qualified capital expenditures of $3,273,339 and $133,619 were incurred by the City and District, respectively, leaving remaining restricted balances of $5,029,901 and $10,368,540 at year-end. The balance in the General Fund includes a restriction on the Measure I fund balance of $3,599,388 and General Fund balance of $1,430,513.

E. Belmont Fire Protection District

The District established a $14,750,000 reserve of fund balance for the future replacement of a fire station. The reservation is included in the Belmont Fire Protection District Special Revenue Fund's restricted fund balance.

F. Net Investment In Capital Assets

The balances related to Net Investment in Capital Assets are comprised of the following as of June 30, 2025:

	Governmental Activities	Business-Type Activities	Total
Capital Assets, Net of Accumulated Depreciation	$88,975,340	$36,001,950	$124,977,290
Less Capital Debt	(3,301,045)	(40,621,626)	(43,922,671)
Plus Unspent Bond Proceeds	402,294	7,095,753	7,498,047
Net Investment in Capital Assets	$86,076,589	$2,476,077	$88,552,666

NOTE 9 – NET POSITION AND FUND BALANCES (Continued)

G. Restatement of Net Position

Adjustments to and restatements of beginning balances during fiscal year 2025 related to changes to or within the financial reporting entity, changes in accounting principles and an error correction resulted in adjustments to and restatements of beginning net position, as follows:

	June 30, 2024 As Previously Reported	Change to or within the Financial Reporting Entity (Non-Major Fund to Major Fund)	Change in Accounting Principle (Compensated Absences)	Error Correction (Unavailable Revenue)	June 30, 2024 As Adjusted
Government-Wide					
Governmental Activities	$155,428,433		($950,285)	$3,500,000	$157,978,148
Business-Type Activities	72,657,104				72,657,104
Total Primary Government	$228,085,537		($950,285)	$3,500,000	$230,635,252
Governmental Funds					
Major Funds:					
General Fund	$35,467,117				$35,467,117
Belmont Fire Protection District	25,881,805				25,881,805
Development Services	2,019,687				2,019,687
Affordable Housing		$6,056,433			6,056,433
Capital Improvement Projects	3,292,421				3,292,421
Nonmajor Funds	25,963,375	(6,056,433)			19,906,942
Total Governmental Funds	$92,624,405				$92,624,405
Proprietary Funds					
Major Funds:					
Sewer Collections	$40,306,708				$40,306,708
Sewer Treatment	28,834,072				28,834,072
Storm Drainage	1,406,351	($1,406,351)			
Nonmajor Funds	2,109,973	1,406,351			3,516,324
Total Proprietary Funds	$72,657,104				$72,657,104

Change in Accounting Principle – GASB 101 – The provisions of GASB Statement No. 101, *Compensated Absences,* were effective for the fiscal year ended June 30, 2025, and implementation requires the restatement of the balances of compensated absences as of July 1, 2024.

Error Correction – Unavailable Revenue - During fiscal year 2025, the City discovered that unavailable revenue in the amount of $3.5 million had been reported as unearned revenue in the Statement of Net Position as of June 30, 2024. The correction to recognize the elimination of the unearned revenue and a corresponding reduction in expenses has been recorded as a restatement of net position as of July 1, 2024 in the Statement of Activities.

NOTE 10 – LEASES

A. Policies

A lease is defined as a contract that conveys control of the right to use another entity's nonfinancial asset (the underlying asset) as specified in the contract for a period of time in an exchange or exchange-like transaction. Examples of nonfinancial assets include buildings, land, vehicles, and equipment. The City recognizes lease receivable or liabilities with an initial, individual value of $100,000 or more, based on the future lease payments remaining at the start of the lease.

Lessee – The City does not have any noncancellable leases of nonfinancial assets as of June 30, 2025, other than the financed purchase discussed in Note 8. If there were such leases outstanding, the City would recognize a lease liability and an intangible right-to-use lease asset (lease asset) in the government-wide financial statements.

At the commencement of a lease, the City initially measures the lease liability at the present value of payments expected to be made during the lease term. Subsequently, the lease liability is reduced by the principal portion of lease payments made. The lease asset is initially measured as the initial amount of the lease liability, adjusted for lease payments made at or before the lease commencement date, plus certain initial direct costs. Subsequently, the lease asset is amortized on a straight-line basis over its useful life.

Key estimates and judgments related to leases include how the City determines (1) the discount rate it uses to discount the expected lease payments to present value, (2) lease term, and (3) lease payments as follows:

- The City uses the interest rate charged by the lessor as the discount rate. When the interest rate charged by the lessor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease payments included in the measurement of the lease liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease asset and liability if certain changes occur that are expected to significantly affect the amount of the lease liability.

Lease assets are reported with other capital assets and lease liabilities are reported with long-term debt on the statement of net position.

Lessor – The City is a lessor for noncancellable leases of buildings and facilities. The City recognizes a lease receivable and a deferred inflow of resources in the government-wide and fund financial statements.

NOTE 10 – LEASES (Continued)

At the commencement of a lease, the City initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

Key estimates and judgments include how the City determines (1) the discount rate it uses to discount the expected lease receipts to present value, (2) lease term, and (3) lease receipts as follows:

- The City uses its estimated incremental borrowing rate as the discount rate for leases.
- The lease term includes the noncancellable period of the lease.
- Lease receipts included in the measurement of the lease receivable is composed of fixed payments from the lessee.

The City monitors changes in circumstances that would require a remeasurement of its lease, and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

B. Leases Receivable

The balances related to leases receivable and deferred inflows of resources as of June 30, 2025 were:

	Lease Receivable	Deferred Inflows of Resources
Governmental Activities		
Leases Receivable (Lessor)		
1070 Sixth Avenue Rentals	$185,946	$166,850
Facilities Rentals	574,959	506,137
Billboard Lease	4,758,808	4,235,377
Airspace Lease	1,592,339	1,510,770
Total governmental activities leases receivable	$7,112,052	$6,419,134

NOTE 10 – LEASES (Continued)

The City's leases receivable and transactions are summarized below and discussed in detail thereafter.

	Balance June 30, 2024	Retirements	Balance June 30, 2025
Governmental Activities			
Leases Receivable (Lessor)			
1070 Sixth Avenue Rentals	$266,975	$81,029	$185,946
Facilities Rentals	725,501	150,542	574,959
Billboard Lease	4,831,678	72,870	4,758,808
Airspace Lease	1,680,591	88,252	1,592,339
Total governmental activities leases receivable	$7,504,745	$392,693	$7,112,052

1070 Sixth Avenue Rentals – The City leases office space attached to City Hall to third parties. During the year ended June 30, 2025, of the three office space leases, the City had two leases that were subject to being recorded as leases receivable under generally accepted accounting principles. The original lease terms were just over five years each and as of June 30, 2025, the two leases had two years remaining. The leases can be renewed for one additional five year term upon written notice of the tenant. The City recognized $80,087 in lease revenue and $5,500 in interest revenue during the current fiscal year related to these leases. Also, the City has deferred inflows of resources associated with these leases that will be recognized as revenue over the lease term.

Facilities Rentals – The City leases various facilities to third parties. During the year ended June 30, 2025, the City had three leases, with original lease terms ranging from ten to thirty years and as of June 30, 2025, the leases had 2 to 7 years remaining. The City recognized $154,340 in lease revenue and $19,721 in interest revenue during the current fiscal year related to these leases. Also, the City has deferred inflows of resources associated with these leases that will be recognized as revenue over the lease term.

Billboard Lease – The City leases billboard space to a third party. The original term of the lease was thirty years and as of June 30, 2025, the lease had 22 years remaining. The rent is based on a minimum annual guaranteed payment, paid on a monthly basis, which increases 3% per year. In addition, the City receives a percentage rent if that amount exceeds the minimum annual guaranteed payment. The City recognized $194,730 in lease revenue and $143,972 in interest revenue during the current fiscal year related to this lease. Also, the City has deferred inflows of resources associated with this lease that will be recognized as revenue over the lease term.

Airspace Lease – The City leases airspace to a third party. The original term of the lease was twenty years, but the most recent amendment in October 2019 extended the lease term for ten years, with two five year options. As of June 30, 2025, the City determined that the remaining lease term is sixteen years. The City recognized $106,019 in lease revenue and $49,211 in interest revenue during the current fiscal year related to this lease. Also, the City has deferred inflows of resources associated with this lease that will be recognized as revenue over the lease term.

NOTE 11 – PENSION PLAN

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan fiduciary net position have been determined on the same basis as they are reported by the CalPERS Financial Office. For this purpose, benefit payments (including refunds of employee contributions) are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

A. General Information about the Pension Plan

Plan Description – All qualified employees are eligible to participate in the City's separate Safety (Police and Fire) and Miscellaneous (all other) Employee Pension Rate Plans. The City's Miscellaneous and Safety Rate Plans are part of the public agency cost-sharing multiple-employer defined benefit pension plan (PERF C), which is administered by the California Public Employees' Retirement System (CalPERS). PERF C consists of a miscellaneous pool and a safety pool (also referred to as "risk pools"), which are comprised of individual employer miscellaneous and safety rate plans, respectively. Individual employers may sponsor more than one miscellaneous and safety rate plan. The employer participates in one cost-sharing multiple-employer defined benefit pension plan, regardless of the number of rate plans the employer sponsors. The City sponsors six rate plans and the District sponsors three rate plans as follows:

- City Miscellaneous (Tier 1)
- City Miscellaneous (Tier 2)
- City Miscellaneous (Tier 3)
- City Safety (Tier 1)
- City Safety (Tier 2)
- City Safety (Tier 3)
- District Safety (Tier 1)
- District Safety (Tier 2)
- District Safety (Tier 3)

The Plan is administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues publicly available reports that include a full description of the pension plan regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website (www.calpers.ca.gov.)

With the transfer of the District's personnel to the San Mateo Consolidated Fire Department Joint Powers Authority in January 2019 discussed in Note 15A, the District's Safety Plan is closed to new entrants.

NOTE 11 – PENSION PLAN (Continued)

Benefits Provided – CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full time employment. Members with five years of total service are eligible to retire at age 50 with statutorily reduced benefits. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is one of the following: the Basic Death Benefit, the 1959 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2025 are summarized as follows:

	City Miscellaneous Rate Plans		
	Tier 1	***Tier 2***	***Tier 3***
Hire date	Prior to August 1, 2012 (1)	On or after August 1, 2012 (1)	On or after January 1, 2013
Benefit formula	2% @ 55	2% @ 55	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Final Average Compensation Period	One Year	Three Year	Three Year
Retirement age	50 - 67	50 - 67	52 - 67
Monthly benefits, as a % of eligible compensation	1.426% to 2.418%	1.426% to 2.418%	1.0% to 2.5%
Required employee contribution rates	7.0%	7.0%	8.0%
Required employer contribution rates (normal cost)	12.81%	12.17%	7.94%

	City Safety Rate Plans		
	Tier 1	***Tier 2***	***Tier 3***
Hire date	Prior to October 1, 2011	On or after October 1, 2011	On or after January 1, 2013
Benefit formula	3% @ 50	3% @ 55	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Final Average Compensation Period	One Year	Three Year	Three Year
Retirement age	50	50 - 55	50 - 57
Monthly benefits, as a % of eligible compensation	3.0%	2.4% to 3.0%	2.0% to 2.7%
Required employee contribution rates	9.0%	9.0%	13.75%
Required employer contribution rates (normal cost)	27.32%	23.00%	13.76%

	District Safety Rate Plans		
	Tier 1	***Tier 2***	***Tier 3***
Hire date	Prior to January 1, 2012	On or after January 1, 2012	On or after January 1, 2013
Benefit formula	3% @ 55	2% @ 50	2.7% @ 57
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Final Average Compensation Period	Three Year	Three Year	Three Year
Retirement age	50 - 55	50 - 55	50 - 57
Monthly benefits, as a % of eligible compensation	2.4% to 3.0%	2.0% to 2.7%	2.0% to 2.7%
Required employee contribution rates	0.0%	0.0%	0.0%
Required employer contribution rates (normal cost)	0.0%	0.0%	0.0%

(1) For unrepresented employees, the hire date that determines the level of benefits is December 28, 2012.

NOTE 11 – PENSION PLAN (Continued)

Beginning in fiscal year 2016, CalPERS collects employer contributions for the Plan as a percentage of payroll for the normal cost portion as noted in the rates above and as a dollar amount for contributions toward the unfunded liability. The dollar amounts are billed on a monthly basis or may be paid in a lump sum at a discount. The City's and District's required contributions for the unfunded liability were $3,755,278 and $364,088, respectively, in fiscal year 2025, which were made under the lump sum option.

Contributions – Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis as of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. Employer contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contribution requirements are classified as plan member contributions.

For the year ended June 30, 2025, the contributions recognized as part of pension expense for the Plan were as follows:

	Safety	Miscellaneous	Total
Contributions - employer	$2,926,730	$3,505,644	$6,432,374

During fiscal year 2025, the City made additional contributions to reduce the unfunded liability balances in the Safety and Miscellaneous rate plans in the amounts of $114,518 and $123,250, respectively, which are Included in the contribution amounts above.

B. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2025, the City reported the collective net pension liabilities for its proportionate shares of the net pension liability of the Plan as follows:

	Share of Net Pension Liability
Safety Rate Plans	$22,245,259
Miscellaneous Rate Plans	25,014,759
Total Net Pension Liability	$47,260,018

NOTE 11 – PENSION PLAN (Continued)

Pension liabilities are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities net pension liabilities is liquidated primarily by the General Fund and the Belmont Fire Protection District Special Revenue Fund.

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2024, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2023, rolled forward to June 30, 2024 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. The City's proportionate share of the net pension liability for the Plan as of June 30, 2023 and 2024 was as follows:

	Safety	Miscellaneous
Proportion - June 30, 2023	0.31%	0.51%
Proportion - June 30, 2024	0.31%	0.52%
Change - Increase (Decrease)	0.00%	0.01%

For the year ended June 30, 2025, the City recognized pension expense of $8,738,928. On June 30, 2025, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension contributions subsequent to measurement date	$6,432,374	
Differences between actual and expected experience	3,978,166	($143,416)
Changes in assumptions	1,191,008	
Net differences between projected and actual earnings on plan investments	2,515,303	
Change in proportion and differences between actual contributions and proportionate share of contributions	625,600	(1,617,966)
Total	$14,742,451	($1,761,382)

$6,432,374 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ended June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense (credits) as follows:

Year Ended June 30	Annual Amortization
2026	$2,056,040
2027	5,492,411
2028	($138,365)
2029	($861,391)
Total	$6,548,695

NOTE 11 – PENSION PLAN (Continued)

Actuarial Assumptions – For the measurement period ended June 30, 2024, the total pension liability was determined by rolling forward the June 30, 2023 total pension liability. The June 30, 2023 total pension liability was based on the following actuarial methods and assumptions:

Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	Varies by entry age and service
Mortality	Derived using CalPERS' membership data for all funds (1)
Post Retirement Benefit Increase	The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance floor on purchasing power applies, 2.30% thereafter

(1) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.

The underlying mortality assumptions and all other actuarial assumptions used in the June 30, 2023 valuation were based on the results of a November 2021 actuarial experience study for the period 2001 to 2019. Further details of the Experience Study can be found on the CalPERS website.

Discount Rate – The discount rate used to measure the total pension liability for the Plan was 6.90%. The projection of cash flows used to determine the discount rate for the Plan assumed that contributions from all plan members in the Public Employees Retirement Fund (PERF) will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations. Using historical returns of all the funds' asset classes, expected compound returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 basis points.

NOTE 11 – PENSION PLAN (Continued)

The expected real rates of return by asset class are as follows:

Asset Class (a)	Assumed Asset Allocation	Real Return Years (a), (b)
Global Equity - Cap-weighted	30%	4.54%
Global Equity - Non-Cap-weighted	12%	3.84%
Private Equity	13%	7.28%
Treasury	5%	0.27%
Mortgage-backed Securities	5%	0.50%
Investment Grade Corporates	10%	1.56%
High Yield	5%	2.27%
Emerging Market Debt	5%	2.48%
Private Debt	5%	3.57%
Real Assets	15%	3.21%
Leverage	-5%	-0.59%
Total	100%	

(a) An expected inflation of 2.30% used for this period.
(b) Figures are based on the 2021 Asset Liability Management Study.

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The following presents the City's proportionate share of the net pension liability for the Plan, calculated using the discount rate for the Plan, as well as what the City's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	Discount Rate		
	1% Decrease 5.90%	Current 6.90%	1% Increase 7.90%
Safety	$34,341,410	$22,245,259	$12,352,308
Miscellaneous	38,290,171	25,014,759	14,087,140
Total	$72,631,581	$47,260,018	$26,439,448

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS

A. General Information about the City's Other Post Employment Benefit (OPEB) Plans

By resolution and through agreements with its labor units, the City and District provide certain health care benefits for retired employees (spouse and dependents are not included) under third-party insurance plans (Retiree Health Care Benefits Plans). The City and District participate in the CalPERS health care plan, which is governed under the California Public Employees Health and Medical Care Act (PEMCHA). During fiscal year 2008, the City Council and, during fiscal year 2012, the District passed resolutions to participate in the California Employers Retirees Benefit Trust (CERBT), an irrevocable trust established to fund OPEB. CERBT is an agent multiple-employer defined benefit other postemployment benefits plan administrated by CalPERS, and is managed by an appointed board not under the control of the City Council or Fire Board of Directors. CERBT consists of participating employers of the State of California and public agencies. Individual employers may establish more than one plan.

The CERBT was established by Chapter 331 of the 1988 California Statutes, and employers elect to participate in the CERBT to pre-fund health, dental, and other non-pension postemployment benefits for their retirees and survivors. The CERBT has pooled administrative and investment functions, while separate employer accounts are maintained to prefund and pay for health care or other postemployment benefits in accordance with the terms of the participating employers' plans. There are three CalPERS Board approved investment strategies for employers to choose from depending on their expected levels of return and volatility. Benefit provisions are established by participating employers.

The CERBT Trusts are not considered a component unit by the City or District and have been excluded from these financial statements. Separately issued financial statements for CERBT may be obtained from CALPERS at P.O. Box 942709, Sacramento, CA 94229-2709.

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

A summary of eligibility and retiree contribution requirements for the City and District Plans are shown below by bargaining unit:

Eligibility	Service or Disability Retirement from the City - Age and service requirements: AFSCME - 50 & 10 hired before 7/1/1985 and retired before 7/1/2001 - 50 & 12 retired after 7/1/2001 and retired before 8/1/2012 - 50 & 12 hired after 8/1/2012 or who retire due to disability BPOA - 50 & 12 retired before 7/1/2001 - 50 & 12 retired on or after 7/1/2001 and hired before 10/11/2011 - 50 & 12 hired on or after 10/11/2011 MMCEA - 50 & 12 retired before 7/1/2001 - 50 & 12 retired on or after 7/1/2001 and hired before 10/1/2012 - 50 & 12 hired on or after 10/1/2012 or who retire due to disability Unrepresented - 50 & 12 retired before 7/1/2001 - 50 & 12 retired on or after 7/1/2001 and hired before 1/1/2013 - 50 & 12 hired on or after 1/1/2013 or who retire due to disability Service or Disability Retirement from District - 50 & 5 Transitioning to District from BSCFD - 50 & 15 including service with BSCFD or South County Fire Authority, provided that 5 years must be with the District; or effective 10/1/2012, employees with 25 years of service (including any time served with SCFA or BSCFD) may retire after 3 years.
Benefit	Service Retirement: - Retire before 7/1/2001 - Region 1 premium for retiree selected plan - Retire on or after 7/1/2001 and hired prior to 10/11/2011 (BPOA), 10/1/2012 (MMCEA), 8/1/2012 (AFCME), 1/1/2013 (Unrepresented) - Receive a benefit which, when added to the CalPERS Minimum Employer Contribution, brings the total up to the lesser of the Region 1 single premium rate for the medical plan selected by the retiree and the Region 1 Kaiser single rate. - Hired on or after 10/11/2011 (BPOA), 10/1/2012 (MMCEA), 8/1/2012 (AFCME), 1/1/2013 (Unrepresented)- Public Employees' Medical Hospital Care Act (PEMHCA) minimum only. Disability Retirement: - Miscellaneous Group - Same benefit as service retirement or PEMHCA minimum if eligibility requirement not met. - BPOA - same benefit as service retirement but without the age or service requirement. Retirement from District: - PEHMCA minimum, subject to "unequal method" Transitioning to District from BSCFD (or on active eligible list until 10/1/12): - Receive a benefit which, when added to the CalPERS Minimum Employer Contribution, brings the total up to the lesser of the Region 1 single premium rate for the medical plan selected by the retiree and the Region 1 Kaiser single rate.
Surviving Spouse Continuation	**City:** - Public Employees Medical Hospital Care Act (PEMHCA) minimum only. **District:** - Based on CalPERS retirement election - PEMHCA Minimum - Unequal Method
Public Employees' Medical Hospital Care Act (PEMHCA) minimum	**CalPERS minimum employer contribution:** YEAR PEMHCA Minimum 2025 $158 2026+ Increase medical care component of CPI

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

In accordance with the City and District budgets, the Actuarially Determined Contribution (ADC) is to be funded throughout the year as a percentage of payroll. For the year ended June 30, 2025, the City's contributions to the Plan were $1,246,277, and the District's Contributions to the Plan were $206,456.

Employees Covered by Benefit Terms – Membership in the Plans consisted of the following at the June 30, 2024 measurement date:

City	
Inactive employees or beneficiaries currently receiving benefits	111
Inactive employees entitled to but not yet receiving benefits	29
Active employees	132
Total	272
District	
Inactive employees or beneficiaries currently receiving benefits	8
Inactive employees entitled to but not yet receiving benefits	14
Active employees	0
Total	22

As of June 30, 2025, there were approximately 132 active City eligible participants, 111 eligible City retirees or surviving spouses, exclusive of living spouses and dependents, receiving benefits, and 29 retirees that were eligible, but not enrolled in the Plan benefits. For the District, as of June 30, 2025 there were no active District eligible participants and there were 8 eligible District retirees or surviving spouses, exclusive of living spouses and dependents, receiving benefits and 14 retirees that were eligible, but not enrolled in the Plan benefits.

OPEB Liabilities, OPEB Expenses and Deferred Outflows/Inflows of Resources Related to OPEB – For purposes of measuring the net OPEB liabilities, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's and District's OPEB Plans and additions to/deductions from the OPEB Plans' fiduciary net position have been determined on the same basis as they are reported by CERBT. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

B. Net OPEB Liability

Actuarial Methods and Assumptions – The City and District net OPEB liabilities were measured as of June 30, 2024 and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2023, rolled forward to June 30, 2024, based on the following actuarial methods and assumptions:

City	
Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Actuarial Cost Method	Entry Age Normal level percent of pay
Actuarial Assumptions:	
Discount Rate	6.25%
Inflation	2.50%
Salary Increases	2.75%
Mortality Rates	Same as CalPERS (1)
Healthcare Cost Trend Rates	Pre-Medicare: 7.90% for 2026, and trending down to 3.45% in 2076 and beyond. Medicare (Non-Kaiser): 6.90% in 2026, trending down to 3.45% in 2076 and beyond. Medicare (Kaiser): 5.65% in 2026, trending down to 3.45% in 2076 and beyond. PEMHCA: 3.50% of retiree premium

District	
Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Actuarial Cost Method	Entry Age Normal level percent of pay
Actuarial Assumptions:	
Discount Rate	5.25%
Inflation	2.50%
Salary Increases	No active District employees
Mortality Rates	Same as CalPERS (1)
Healthcare Cost Trend Rates	Pre-Medicare: 8.50% for 2025, and trending down to 3.45% in 2076 and beyond. Medicare (Non-Kaiser): 7.50% in 2025, trending down to 3.45% in 2076 and beyond. Medicare (Kaiser): 6.25% in 2025, trending down to 3.45% in 2076 and beyond. PEMHCA: 3.50% of retiree premium

(1) The mortality table used was developed based on CalPERS' specific data. The table includes 15 years of mortality improvements using Society of Actuaries Mortality Improvement Scale MP 2021. For more details on this table, please refer to the CalPERS 2000-2019 experience study report available on the CalPERS website.

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

City

Asset Class	Target Allocation	Long-term expected real rate of return
Global Equity	49.0%	4.56%
Fixed Income	23.0%	1.56%
TIPS	5.0%	-0.08%
Commodities	3.0%	1.22%
REITs	20.0%	4.06%
Total	100.0%	
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return		6.25%

District

Asset Class	Target Allocation	Long-term expected real rate of return
Global Equity	23.0%	4.56%
Fixed Income	51.0%	1.56%
TIPS	9.0%	-0.08%
Commodities	3.0%	1.22%
REITs	14.0%	4.06%
Total	100.0%	
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return		5.25%

Discount Rate – The discount rate used to measure the total OPEB liability was 6.25% for the City and 5.25% for the District. The projection of cash flows used to determine the discount rate assumed that City and District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plans' fiduciary net position were each projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

C. Changes in Net OPEB Liability

The changes in the net OPEB liability for each plan follows:

City	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at Report Date June 30, 2024	$17,145,130	$8,803,132	$8,341,998
Changes for the year:			
Service Cost	297,152		297,152
Interest on the Total OPEB Liability	1,061,452		1,061,452
Differences between Expected and Actual Experience			
Changes of Assumptions			
Contributions			
Employer - Department's contribution		766,890	(766,890)
Employer - implicit subsidy		154,106	(154,106)
Employee			
Net Investment Income		966,155	(966,155)
Benefit payments, including Refunds of Employee Contributions	(764,006)	(764,006)	
Implicit Rate Subsidy Fulfilled	(154,106)	(154,106)	
Administrative Expense		(5,753)	5,753
Other Changes			
Net changes	440,492	963,286	(522,794)
Balance at June 30, 2025	$17,585,622	$9,766,418	$7,819,204

District	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at June 30, 2024	$2,809,165	$2,203,097	$606,068
Changes for the year:			
Service Cost	58,147		58,147
Interest on the Total OPEB Liability	147,402		147,402
Differences between Expected and Actual Experience			
Changes of Assumptions			
Contributions			
Employer - Department's contribution		89,717	(89,717)
Employer - implicit subsidy		29,979	(29,979)
Employee			
Net Investment Income		138,803	(138,803)
Benefit payments, including Refunds of Employee Contributions	(89,339)	(89,339)	
Implicit Rate Subsidy Fulfilled	(29,979)	(29,979)	
Administrative Expense		(1,082)	1,082
Other Changes			
Net changes	86,231	138,099	(51,868)
Balance at June 30, 2025	$2,895,396	$2,341,196	$554,200
June 30, 2025 Total, Both Plans	$20,481,018	$12,107,614	$8,373,404

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

Detailed information about the OPEB plans' fiduciary net position is available in the separately issued CalPERS Annual Comprehensive Financial Report that may be obtained from CalPERS website.

OPEB liabilities are liquidated by the fund that has recorded the liability. The long-term portion of governmental activities net OPEB liabilities is liquidated primarily by the General Fund and the Belmont Fire Protection District Special Revenue Fund.

D. Sensitivity of the Net OPEB Liability to Changes in the Discount Rate and Healthcare Cost Trend Rates

The following presents the net OPEB liability of the City and District, as well as what the City's or District's net OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower or 1-percentage-point higher than the current discount rate:

City	Discount Rate
1% Decrease	5.25%
Net OPEB Liability (Asset)	$9,833,246
Current Discount Rate	6.25%
Net OPEB Liability (Asset)	$7,819,204
1% Increase	7.25%
Net OPEB Liability (Asset)	$6,120,029

District	Discount Rate
1% Decrease	4.25%
Net OPEB Liability (Asset)	$897,037
Current Discount Rate	5.25%
Net OPEB Liability (Asset)	$554,200
1% Increase	6.25%
Net OPEB Liability (Asset)	$269,821

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

The following presents the net OPEB liability of the City and District, as well as what the City's and District's net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

City	Healthcare Trend Rate
1% Decrease	7.9% Decreasing to 2.45%
Net OPEB Liability (Asset)	$5,965,939
Trend Rate	8.9% Decreasing to 3.45%
Net OPEB Liability (Asset)	$7,819,204
1% Increase	9.9% Decreasing to 4.45%
Net OPEB Liability (Asset)	$10,024,934

District	Healthcare Trend Rate
1% Decrease	7.5% Decreasing to 2.45%
Net OPEB Liability (Asset)	$139,657
Trend Rate	8.5% Decreasing to 3.45%
Net OPEB Liability (Asset)	$554,200
1% Increase	9.5% Decreasing to 4.45%
Net OPEB Liability (Asset)	$1,062,738

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

E. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2025, the City and District recognized OPEB expense of $737,144 and $107,986, respectively, for total OPEB expense of $845,130. At June 30, 2025, the City and District reported deferred outflows and inflows of resources related to OPEB from the following sources:

City	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions subsequent to measurement date	$1,246,277	
Differences between actual and expected experience	879,422	($711,300)
Changes of assumptions	786,007	(122,798)
Net differences between projected and actual earnings on OPEB plan investments	101,699	
Total	$3,013,405	($834,098)

District	Deferred Outflows of Resources	Deferred Inflows of Resources
Employer contributions subsequent to measurement date	$206,456	
Differences between actual and expected experience		
Changes of assumptions		($15,510)
Net differences between projected and actual earnings on OPEB plan investments	108,979	
Total	$315,435	($15,510)
Grand Total, Both Plans	$3,328,840	($849,608)

$1,452,733 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the OPEB liability in the year ended June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as part of OPEB expense as follows:

Fiscal Year	Annual Amortization	
Ended June 30	City	District
2026	($39,347)	$5,208
2027	427,791	88,475
2028	117,146	6,996
2029	257,223	(7,210)
2030	170,217	
Thereafter		
Total	$933,030	$93,469

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

F. Deferred Compensation Plans

City employees may defer a portion of their compensation under a City sponsored Deferred Compensation Plan created in accordance with Internal Revenue Code Section 457. Under the Plan, participants are not taxed on the deferred portion of their compensation until distributed to them; distributions may be made only at termination, retirement, and death or in an emergency as defined by the Plan.

The Plan is part of the public agency agent multiple-employer defined contribution plans that are administered by Mission Square Retirement (formerly ICMA RC). Benefit provisions under the Plan are established by City resolution.

The City has no liability for any losses incurred by the Plan and does not participate in any gains, but does have the duty of due care that would be required of an ordinary prudent investor. The City has a contract with Mission Square to manage and invest the assets of the Plan. The administrator pools the assets of the Plan with those of other participants and does not make separate investments for the City. The assets in the Plan are the sole property of the participants or their beneficiaries. Since the assets held under the Plan are not the City's property and are not subject to claims by general creditors of the City, they have been excluded from these financial statements. The Plan requires investments to be stated at fair market value and it requires all gains and losses on Plan investments to accrue directly to participant accounts.

A summary of eligibility and employer contribution requirements for the City's Plan are shown below by bargaining unit:

AFSCME

All employees:

-1.3% of base salary plus $150.00 per month.

Employees hired before October 1, 2012 receive additional deferred compensation contributions as follows:

- Employees that waive the City's medical insurance receive $150.07 per month for plan year 2022
- Employees that continue to waive coverage as of January 1, 2023 receive an additional $150.07 per month (for a total of $300.14).
- Employees that later elect to be covered by the City's medical insurance no longer receive the additional deferred compensation contributions.

Employees hired on or after October 1, 2012 receive additional deferred compensation contributions as follows:

- Employees that waive the City's medical insurance may elect to receive $389.94 per month

NOTE 12 – OTHER POST EMPLOYMENT BENEFITS (Continued)

BPOA

Police Records Specialist I and II, Community Service Officer and Police Dispatcher:
- $100.00 per month.

Employees hired before October 11, 2011 receive additional deferred compensation contributions as follows:
- Employees that waive the City's medical insurance receive $192.38 per month for plan year 2022
- Employees that change coverage status (i.e., waiver to coverage, coverage to waiver, or increase/decrease in level of coverage) are treated as an employee hired after October 11, 2011.
- Employees who previously waived coverage, but elected coverage due to a qualifying life event occurring in plan year 2021 shall be permitted on a one-time basis to waive coverage on or before June 1, 2022 as part of a qualifying life event occurring before that date and receive the $192.38 in deferred compensation as if the employee had waived coverage as of January 1, 2022 for plan year 2022.
- Employees that later elect to be covered by the City's medical insurance no longer receive the additional deferred compensation contributions.

The City's required contributions for the year ended June 30, 2025 totaled $462,684.

The District previously sponsored two public agency agent multiple-employer defined contribution Deferred Compensation Plans. Since the District does not have any active employees, it no longer makes contributions to the Plans.

NOTE 13 – SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs)

A SBITA is a contract that conveys control of the right to use another party's (a SBITA vendor's) IT software, alone or in combination with tangible capital assets (the underlying IT assets), as specified in the contract for a period of time in an exchange or exchange-like transaction. The City recognizes subscription assets and liabilities with an initial, individual value of $100,000 or more, based on the up front or future subscription payments remaining at the start of the agreement.

At the commencement of a SBITA, the City initially measures the subscription liability at the present value of payments expected to be made during the contract term. Subsequently, the subscription liability is reduced by the principal portion of payments made. The subscription asset is initially measured as the initial amount of the subscription liability, adjusted for payments made at or before the SBITA commencement date, plus certain initial direct costs. Subsequently, the subscription asset is amortized on a straight-line basis over shorter of the subscription term or the useful life of the underlying IT assets.

Key estimates and judgments related to SBITAs include how the City determines (1) the discount rate it uses to discount the expected subscription payments to present value, (2) subscription term, and (3) subscription payments as follows:

- The City uses the interest rate charged by the IT vendor as the discount rate. When the interest rate charged by the IT vendor is not provided, the City generally uses its estimated incremental borrowing rate as the discount rate for subscription liabilities.

NOTE 13 – SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (Continued)

- The subscription term includes the noncancellable period of the subscription.
- Subscription payments included in the measurement of the subscription liability are composed of fixed payments and purchase option price that the City is reasonably certain to exercise.

The City monitors changes in circumstances that would require a remeasurement of its subscription and will remeasure the subscription asset and liability if certain changes occur that are expected to significantly affect the amount of the subscription liability.

Subscription assets are reported with other capital assets and subscription liabilities are reported as long-term debt on the statement of net position.

A summary of governmental activities SBITA transactions for the fiscal year ended June 30, 2025, are as follows:

	Balance June 30, 2024	Additions	Retirements	Balance June 30, 2025	Due Within One Year
Governmental Activities					
Subscription Liabilities					
Software One - Office 365	$95,835		$95,835		
Granicus - Communications Cloud	64,809		64,809		
Central Square - Community Development	147,849		70,491	$77,358	$77,358
ESRI - GIS Software		$117,210	40,900	76,310	$37,268
Granicus - Services Cloud		348,434	47,565	300,869	64,365
Total Subscription Liabilities	$308,493	$465,644	$319,600	$454,537	$178,991

In July 2022, the City entered into a three-year SBITA for the use of Microsoft Office 365. An initial subscription liability was recorded in the amount of $287,552. The final payment was made during the year ended June 30, 2025. The City was required to make annual principal and interest payments of $97,944. The software had a three-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was $287,552 and had accumulated amortization of $287,552.

In July 2022, the City entered into a three-year SBITA for the use of the Granicus Communications Cloud software. An initial subscription liability was recorded in the amount of $189,305. The final payment was made during the year ended June 30, 2025. The City was required to make an annual principal and interest payments from $63,080 to $66,234. The software had a three-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was $189,305 and had accumulated amortization of $189,305.

In October 2023, the City entered into a three-year SBITA for the use of the Central Square Technologies community development software. An initial subscription liability was recorded in the amount of $221,025. As of June 30, 2025, the balance of the subscription liability was $77,358. The City is required to make annual principal and interest payments from $73,176 to $80,677. The software has a three-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was $221,025 and had accumulated amortization of $147,351.

NOTE 13 – SUBSCRIPTION-BASED INFORMATION TECHNOLOGY ARRANGEMENTS (SBITAs) (Continued)

In July 2024, the City entered into a three-year SBITA for the use of GIS software. An initial subscription liability was recorded in the amount of $117,210 during the current fiscal year. As of June 30, 2025, the balance of the subscription liability was $76,310. The City is required to make annual principal and interest payments of $40,900. The software has a three-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was $117,210 and had accumulated amortization of $39,070.

In July 2024, the City entered into a three-year SBITA for the use of the Granicus Service Cloud software. An initial subscription liability was recorded in the amount of $348,434. As of June 30, 2025, the balance of the subscription liability was $300,869. The City is required to make annual principal and interest payments from $47,564 to $90,601. The software has a three-year estimated useful life. The value of the right-to-use asset as of the end of the current fiscal year was $348,434 and had accumulated amortization of $69,687.

The future principal and interest subscription liability payments as of June 30, 2025, were as follows:

For the Year Ended June 30	Principal	Interest	Total
2026	$178,991	$20,851	$199,842
2027	110,294	12,785	123,079
2028	78,652	7,635	86,287
2029	86,600	4,001	90,601
Totals	$454,537	$45,272	$499,809

NOTE 14 – RISK MANAGEMENT

The City is exposed to various risks of loss related to theft of, damage to, and destruction of assets; general liability; errors and omissions; injuries to employees; natural disasters; and inverse condemnation.

The City is a member of Public Risk Innovation, Solutions and Management (PRISM) (formerly the California State Association of Counties Excess Insurance Authority (CSAC EIA)) for general liability, worker's compensation and other coverage. PRISM is a public entity risk pool of cities and counties within California. Loss contingency reserves established by the PRISM are funded by contributions from member agencies. The City pays an annual contribution to the PRISM, which includes its pro-rata share of excess insurance premiums, charges for pooled risk, claims adjusting and legal costs, and administrative and other costs to operate the risk pool. The City paid contributions of $1,337,077 for the year ended June 30, 2025. PRISM provides insurance through the pool up to a certain level, beyond which group purchased commercial excess insurance is obtained. PRISM is currently fully funded. No provision has been made on these financial statements for liabilities related to possible additional assessments.

Audited financial statements for PRISM are available from PRISM, 75 Iron Point Circle, Suite 200, Folsom, CA 95630.

NOTE 14 – RISK MANAGEMENT (Continued)

A. Liability Coverage

PRISM provides general liability coverage up to $25,000,000 per occurrence above the City's $250,000 self-insured retention. The City has auto physical damage commercial coverage through PRISM of $4,648,497 above the City's deductible of $1,000 or $5,000, depending on the size of the vehicle, and commercial property coverage at the replacement value of the property with a limit of $200,000,000 above the City's deductible of $25,000. The City also purchases dual pollution insurance policies through both PRISM and Alliant's property insurance program (APIP) with program aggregates of $50,000,000 and $25,000,000 and per named insured aggregate limits of $10,000,000 and $2,000,000, respectively.

B. Workers Compensation Coverage

Effective December 1, 2004 the City purchased insurance for workers compensation through PRISM with coverage up to statutory limits after the City's self-insured retention of zero. This policy also covered the District as of October 1, 2011, until the San Mateo Consolidated Fire Department discussed in Note 15A commenced operations on January 13, 2019. Prior to those dates, the City purchased commercial insurance for workers compensation coverage up to statutory limits that had deductibles ranging from $100,000 to $275,000.

C. Liability for Uninsured Claims

The City provides for the uninsured portion of claims and judgments in the Workers' Compensation and General Liability Internal Service Funds. Claims and judgments, including a provision for claims incurred but not reported, are recorded when a loss is deemed probable of assertion and the amount of the loss is reasonably determinable. As discussed, above, the City has coverage for such claims, but it has retained the risk for the deductible or uninsured portion of these claims.

For the fiscal years ended June 30, 2025, 2024 and 2023 the amount of settlements did not exceed insurance coverage.

NOTE 14 – RISK MANAGEMENT (Continued)

The City's liability for uninsured claims is limited to workers' compensation and general liability claims, as discussed above, and was estimated by management based on prior year's claims experience as follows:

	2025	2024
Balance, July 1	$473,222	$190,972
Net change in claims liabilities	120,819	581,345
Claims paid	(21,787)	(299,095)
Balance, June 30	$572,254	$473,222
Due in one year	$84,124	$110,418
Due in more than one year	488,130	362,804
Total Claims Balance, June 30	$572,254	$473,222

NOTE 15 – JOINT VENTURES

The City participates in the joint ventures discussed below through formally organized and separate entities established under the Joint Exercise of Powers Act of the State of California. As separate legal entities, these entities exercise full powers and authorities within the scope of the related Joint Powers Agreements including the preparation of annual budgets, accountability for all funds, the power to make and execute contracts and the right to sue and be sued. Each joint venture is governed by a board consisting of representatives from member municipalities. Each board controls the operations of the respective joint venture, including selection of management and approval of operating budgets, independent of any influence by member municipalities beyond their representation on that board. Obligations and liabilities for certain of these joint ventures are not the City's responsibility and the City generally does not have an equity interest in the assets of each joint venture except upon dissolution of the joint venture.

NOTE 15 – JOINT VENTURES (Continued)

A. Equity Interests

The City has recorded its equity interest in the following joint ventures:

Silicon Valley Clean Water Joint Powers Authority (SVCW), formerly known as the South Bayside System Authority, was formed in 1975 between the Cities of San Carlos, Belmont and Redwood City and the West Bay Sanitary District to operate a wastewater treatment facility. The cost of operating and maintaining the facility is divided in proportion to the volume of sewage entering from each member entity, based on three-year averages and updated annually. SVCW applies the JPA-defined formula to allocate annual budgeted operating costs to the four member entities and the City's proportionate share was 9.78% for fiscal year 2025 and is projected to be 9.60% in fiscal year 2026. The City's share of debt service of SVCW is allocated to the member entities according to the Joint Power Authority Agreement-defined percentage of ownership, as well as member's participation in each debt issuance. As SVCW continues to fund capital construction projects, debt service payments will peak in fiscal year 2029-30, once significant projects are complete, and all necessary debt is secured. The City's actual and projected share of debt service costs range from $840,053 in fiscal year 2025 to $2.49 million in fiscal year 2035. The City's proportionate share of operating and maintaining the facility and debt service, during the year ended, June 30, 2025 was $3,505,044.

In addition, during fiscal year 2009, the SVCW and its members authorized the commencement of a major renovation and replacement project to its infrastructure wastewater facility. In conjunction with that project, the City is obligated to fund its share of project costs. The City's share of project costs is 9.45%, based on the percentages for each member entity defined in the Joint Power Authority Agreement, which are based on each member's dry weather capacity owned and its allocated share of future dry weather capacity.

The City has an equity interest in the net assets of SVCW, which has been recorded as Investment in SVCW in the Sewer Enterprise Funds based on the latest audited financial statements of SVCW as of June 30, 2024, plus the additional capital contribution made during the year ended June 30, 2025. The loss from investment in SVCW was $1,217,317 for the year ended June 30, 2025, and the investment was comprised of the following:

	Sewer Treatment
Balance June 30, 2024	$46,399,949
Change in investment	(1,217,317)
Additional capital contribution	2,493,929
Balance June 30, 2025	$47,676,561

Financial statements may be obtained by mailing a request to the Silicon Valley Clean Water, 1400 Radio Road, Redwood City, CA 94065.

NOTE 15 – JOINT VENTURES (Continued)

San Mateo Consolidated Fire Department (SMC Fire) Joint Powers Authority (JPA) was established on November 22, 2017 by the City of San Mateo, the City of Belmont/Belmont Fire Protection District and the City of Foster City/Estero Municipal Improvement District to provide integrated and comprehensive fire protection, fire prevention, and emergency response services to all three communities serving a population of over 164,000. SMC Fire commenced operations on January 13, 2019. Thereafter, certain costs, including the annual employer contribution associated with the unfunded CalPERS pension liability remain with Belmont. Effective January 13, 2019, Belmont's financial contributions to SMC Fire are accounted for annually as an investment in equity interest in its government-wide financial statements.

SMC Fire is governed under the terms of the JPA Agreement by a Board of Directors consisting of one voting representative and one alternate who are elected members from the governing boards of the three JPA Member Agencies. Each member agency has the following weighted vote: City of San Mateo (60%), Belmont (20%) and City of Foster City (20%). The City's contributions to SMC Fire in fiscal year 2025 to fund capital outlay and operations totaled $9,582,555. The City has an equity interest in the net assets of SMC Fire, which has been recorded as an Investment in SMC Fire in the governmental activities based on the latest audited financial statements of SMC Fire as of June 30, 2024, plus the capital contributions made during the year ended June 30, 2025, and the investment is comprised of the following:

	Governmental Activities
Balance June 30, 2024	$4,520,180
Change in investment	(273,386)
Additional capital contribution	
Balance June 30, 2025	$4,246,794

Audited financial statements are available from City of San Mateo, 330 West 20th Avenue, San Mateo, CA 94403.

B. Other Jointly Governed Organizations

The City also participates in the following jointly governed organizations under which it is obligated to fund annual operating costs, but there is no ongoing equity interest in the net assets of the organizations:

City/County Association of Governments of San Mateo County (C/CAG) was formed in 1990 between the various cities in San Mateo County to prepare, adopt, monitor and enforce state mandated plans for the management of traffic congestion, integrated solid waste, airport land use, hazardous waste and county-wide housing element. The City's contribution to C/CAG was $82,329 for the year ended June 30, 2025. Financial statements may be obtained by mailing a request to the City of San Carlos, 666 Elm Street, San Carlos, CA 94070.

NOTE 15 – JOINT VENTURES (Continued)

Peninsula Traffic Congestion Relief Agency was formed by the cities of San Mateo County and San Mateo County to attempt to mitigate traffic congestion. The Agency is funded through a Countywide sales tax levied for transportation systems improvements.

Belmont-San Carlos Fire Department was formed in 1979 between the City of San Carlos and Belmont Fire Protection District on an equal basis to provide more efficient fire protection services. Any assets used by the Department but owned by the member agencies prior to the creation of the Department remain the property of the members.

On September 30, 2011, the Department terminated providing services to the Members. As a result, the Department's employees were laid off, its capital assets were distributed to the Members and certain lease obligations were assumed by the Members. Subsequent to that date, the Department operates in an inactive mode, collecting Member contributions to fund legacy costs, such as pension and retiree medical obligations and claims payable, remaining after service termination. As required under the Agreement, these legacy costs are funded through contributions from Members according to the average of annual funding formulas used to determine Member contributions. The City's contribution was roughly $4.68 million for the year ended June 30, 2025.

The Department had a negative net position balance of $25,533,511 million per its audited financial statements as of June 30, 2025. Belmont's share of this balance was 47.1% or approximately $12.03 million. The negative position is due to unfunded liabilities of the Department.

South Bayside Waste Management Authority (SBWMA) is a joint powers agreement formed on October 13, 1999. Members of the South Bayside Waste Management Authority currently include the cities of Atherton, Belmont, Burlingame, East Palo Alto, Foster City, Hillsborough, Menlo Park, Redwood City, San Carlos, San Mateo, as well as the West Bay Sanitary District and the County of San Mateo. The Members are required by AB939 to reduce, recycle and reuse solid waste generated within their respective jurisdictions and to provide source reduction, recycling and composting activities. The South Bayside Waste Management Authority's purpose is to assist its members in meeting these requirements.

NOTE 16 – COMMITMENTS AND CONTINGENT LIABILITIES

A. Litigation

The City is subject to litigation arising in the normal course of business. In the opinion of the City Attorney there is no pending litigation, which is likely to have a material adverse effect on the financial position of the City.

NOTE 16 – COMMITMENTS AND CONTINGENT LIABILITIES (Continued)

B. Grant Programs

The City participates in Federal, State and local grant programs. These programs have been audited by the City's independent accountants in accordance with the provisions of the Federal Single Audit Act as amended and applicable State requirements. No cost disallowances were proposed as a result of these audits; however, these programs are still subject to further examination by the grantors and the amount, if any, of expenditures which may be disallowed by the granting agencies cannot be determined at this time. The City expects such amounts, if any, to be immaterial.

C. San Mateo County Animal Shelter

Since 1951 cities in San Mateo County have contracted with the County to manage animal control field and sheltering services. The current shelter has been determined to be inadequate to meet current animal sheltering services. In May 2014, all the municipalities signed an agreement, effective September 9, 2014, to share in the construction costs for a new animal control center by repaying the County through a 30-year, interest free lease agreement in the amount of $20.2 million. The certificate of occupancy for the shelter was issued in May 2020 and the final costs of construction totaled $25.7 million. The City's share of annual lease payment is based on a methodology of three year average of shelter use and percentage of population. Payment on the lease commenced on July 1, 2020 and the City paid $28,969 for the year ended June 30, 2025.

The cities and the County entered into a new animal care and control, shelter services, and animal licensing agreement effective July 1, 2021 for 5 years ending on June 30, 2026, under which the annual shared contractor and administrative costs total $6.9 million and the annual license fees are expected to be approximately $190 thousand. The City's share of the costs is 2.58%, or $180 thousand per year for the contractor and administrator costs, plus actual license fees of approximately $5 thousand per year. Payments under the agreement totaled $162,036 for the year ended June 30, 2025.

REQUIRED SUPPLEMENTARY INFORMATION

City of Belmont
Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Years
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

	Safety Rate Plan				
Measurement Date - June 30,	**2015**	**2016**	**2017**	**2018**	**2019**
Plan's proportion of the Net Pension Liability (Asset)	0.20%	0.31%	0.31%	0.31%	0.31%
Plan's proportion share of the Net Pension Liability (Asset)	$13,427,040	$16,249,057	$18,263,828	$18,172,487	$19,293,513
Plan's Covered Payroll	$3,842,764	$4,758,030	$4,919,474	$5,180,593	$4,397,264
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	349%	342%	371%	351%	439%

	Miscellaneous Rate Plan				
Measurement Date - June 30,	**2015**	**2016**	**2017**	**2018**	**2019**
Plan's proportion of the Net Pension Liability (Asset)	0.48%	0.48%	0.48%	0.48%	0.50%
Plan's proportion share of the Net Pension Liability (Asset)	$13,198,544	$16,585,515	$19,048,251	$18,686,649	$20,209,752
Plan's Covered Payroll	$8,858,005	$9,854,986	$10,289,053	$10,592,598	$10,632,569
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	149%	168%	185%	176%	190%

	Plan Totals				
Measurement Date - June 30,	**2015**	**2016**	**2017**	**2018**	**2019**
Plan's proportion of the Net Pension Liability (Asset)	0.68%	0.79%	0.79%	0.79%	0.81%
Plan's proportion share of the Net Pension Liability (Asset)	$26,625,584	$32,834,572	$37,312,079	$36,859,136	$39,503,265
Plan's Covered Payroll	$12,700,769	$14,613,016	$15,208,527	$15,773,191	$15,029,833
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	209.64%	224.69%	245.34%	233.68%	262.83%
Plan’s Fiduciary Net Position as a Percentage of the Total Pension Liability	78.40%	74.06%	73.31%	75.26%	75.26%

City of Belmont
Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Years
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

	Safety Rate Plan				
Measurement Date - June 30,	**2020**	**2021**	**2022**	**2023**	**2024**
Plan's proportion of the Net Pension Liability (Asset)	0.30%	0.34%	0.32%	0.31%	0.31%
Plan's proportion share of the Net Pension Liability (Asset)	$20,251,178	$11,813,386	$22,083,670	$23,397,013	$22,245,259
Plan's Covered Payroll	$4,078,548	$4,078,548	$4,035,453	$4,317,810	$4,453,971
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	497%	290%	547%	542%	499%

	Miscellaneous Rate Plan				
Measurement Date - June 30,	**2020**	**2021**	**2022**	**2023**	**2024**
Plan's proportion of the Net Pension Liability (Asset)	0.50%	0.66%	0.51%	0.51%	0.52%
Plan's proportion share of the Net Pension Liability (Asset)	$21,245,410	$12,449,103	$24,063,134	$25,515,891	$25,014,759
Plan's Covered Payroll	$9,489,183	$9,890,731	$9,621,685	$9,318,728	$11,111,032
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	224%	126%	250%	274%	225%

	Plan Totals				
Measurement Date - June 30,	**2020**	**2021**	**2022**	**2023**	**2024**
Plan's proportion of the Net Pension Liability (Asset)	0.80%	1.00%	0.83%	0.82%	0.83%
Plan's proportion share of the Net Pension Liability (Asset)	$41,496,588	$24,262,489	$46,146,804	$48,912,904	$47,260,018
Plan's Covered Payroll	$13,567,731	$14,051,612	$13,657,138	$13,636,538	$15,565,003
Plan's Proportionate Share of the Net Pension Liability/(Asset) as a Percentage of its Covered Payroll	305.85%	172.67%	337.90%	358.69%	303.63%
Plan’s Fiduciary Net Position as a Percentage of the Total Pension Liability	75.10%	88.29%	76.68%	76.21%	78.08%

City of Belmont
Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Years
SCHEDULE OF CONTRIBUTIONS

	Safety Rate Plan				
Fiscal Year Ended June 30,	**2016**	**2017**	**2018**	**2019**	**2020**
Actuarially determined contribution	$2,287,426	$2,058,664	$2,263,676	$2,293,736	$2,660,652
Contributions in relation to the actuarially determined contributions	(2,287,426)	(2,058,664)	(2,263,676)	(2,293,736)	(2,660,652)
Contribution deficiency (excess)	$0	$0	$0	$0	$0
Covered payroll	$4,758,030	$4,919,474	$5,180,593	$4,397,264	$4,078,548
Contributions as a percentage of covered payroll	48.08%	41.85%	43.70%	52.16%	65.24%

	Miscellaneous Rate Plan				
Fiscal Year Ended June 30,	**2016**	**2017**	**2018**	**2019**	**2020**
Actuarially determined contribution	$1,903,476	$1,523,004	$1,663,314	$1,921,271	$2,633,458
Contributions in relation to the actuarially determined contributions	(1,903,476)	(1,523,004)	(1,663,314)	(1,921,271)	(2,633,458)
Contribution deficiency (excess)	$0	$0	$0	$0	$0
Covered payroll	$9,854,986	$10,289,053	$10,592,598	$10,632,569	$9,489,183
Contributions as a percentage of covered payroll	19.31%	14.80%	15.70%	18.07%	27.75%

	Plan Totals				
Fiscal Year Ended June 30,	**2016**	**2017**	**2018**	**2019**	**2020**
Actuarially determined contribution	$4,190,902	$3,581,668	$3,926,990	$4,215,007	$5,294,110
Contributions in relation to the actuarially determined contributions	(4,190,902)	(3,581,668)	(3,926,990)	(4,215,007)	(5,294,110)
Contribution deficiency (excess)	$0	$0	$0	$0	$0
Covered payroll	$14,613,016	$15,208,527	$15,773,191	$15,029,833	$13,567,731
Contributions as a percentage of covered payroll	28.68%	23.55%	24.90%	28.04%	39.02%

City of Belmont
Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Years
SCHEDULE OF CONTRIBUTIONS

	Safety Rate Plan				
Fiscal Year Ended June 30,	**2021**	**2022**	**2023**	**2024**	**2025**
Actuarially determined contribution	$2,700,413	$2,752,531	$2,806,216	$2,207,230	$2,812,212
Contributions in relation to the actuarially determined contributions	(2,700,413)	(2,752,531)	(2,926,740)	(2,349,364)	(2,926,730)
Contribution deficiency (excess)	$0	$0	($120,524)	($142,134)	($114,518)
Covered payroll	$4,160,881	$4,035,453	$4,317,810	$4,453,971	$4,519,919
Contributions as a percentage of covered payroll	64.90%	68.21%	67.78%	52.75%	64.75%

	Miscellaneous Rate Plan				
Fiscal Year Ended June 30,	**2021**	**2022**	**2023**	**2024**	**2025**
Actuarially determined contribution	$2,799,829	$2,825,996	$2,822,733	$2,969,958	$3,381,894
Contributions in relation to the actuarially determined contributions	(2,799,829)	(2,825,996)	(2,977,193)	(3,127,399)	(3,505,644)
Contribution deficiency (excess)	$0	$0	($154,460)	($157,441)	($123,750)
Covered payroll	$9,890,731	$9,621,685	$9,318,728	$11,111,032	$12,640,759
Contributions as a percentage of covered payroll	28.31%	29.37%	31.95%	28.15%	27.73%

	Plan Totals				
Fiscal Year Ended June 30,	**2021**	**2022**	**2023**	**2024**	**2025**
Actuarially determined contribution	$5,500,242	$5,578,527	$5,628,949	$5,177,188	$6,194,106
Contributions in relation to the actuarially determined contributions	(5,500,242)	(5,578,527)	(5,903,933)	(5,476,763)	(6,432,374)
Contribution deficiency (excess)	$0	$0	($274,984)	($299,575)	($238,268)
Covered payroll	$14,051,612	$13,657,138	$13,636,538	$15,565,003	$17,160,678
Contributions as a percentage of covered payroll	39.14%	40.85%	43.29%	35.19%	37.48%

City of Belmont
Schedule of Changes in the City's Net OPEB Liability and Related Ratios
Agent Multiple Employer Defined Benefit OPEB Plan
For the measurement year ending June 30
Last 10 Years*

Measurement Date - June 30,	**2017**	**2018**	**2019**	**2020**	**2021**
Total OPEB Liability					
Service Cost	$370,743	$381,865	$375,298	$336,270	$346,358
Interest on the total OPEB Liability	1,013,089	1,022,229	1,101,266	974,383	1,012,016
Actual and expected experience difference	-	-	(2,333,966)	-	(1,009,642)
Changes in assumptions	-	(430,465)	1,023,392	-	(304,718)
Changes in benefit terms	-	-	-	-	-
Benefit Payments	(592,208)	(608,758)	(669,829)	(581,052)	(629,633)
Implicit rate subsidy fulfilled	(218,910)	(234,234)	(234,234)	(152,749)	(162,997)
Net change in total OPEB liability	572,714	130,637	(738,073)	576,852	(748,616)
Total OPEB liability - beginning	14,500,658	15,073,372	15,204,009	14,465,936	15,042,788
Total OPEB liability - ending (a)	$15,073,372	$15,204,009	$14,465,936	$15,042,788	$14,294,172
Plan fiduciary net position					
Contributions - employer-City's contribution	$920,754	$880,232	$940,286	$909,577	$876,080
Contributions - employer-implicit subsidy	218,910	234,234	234,234	152,749	162,997
Net investment income	465,943	401,898	370,618	258,178	1,964,480
Benefit payments	(592,208)	(608,758)	(669,829)	(581,052)	(629,633)
Implicit rate subsidy fulfilled	(218,910)	(234,234)	(234,234)	(152,749)	(162,997)
Administrative expense	(2,373)	(2,813)	(1,269)	(5,308)	(4,676)
Net change in plan fiduciary net position	792,116	670,559	639,806	581,395	2,206,251
Plan fiduciary net position - beginning	4,417,282	5,209,398	5,879,957	6,519,763	7,101,158
Plan fiduciary net position - ending (b)	$5,209,398	$5,879,957	$6,519,763	$7,101,158	$9,307,409
Net OPEB liability - ending (a)-(b)	$9,863,974	$9,324,052	$7,946,173	$7,941,630	$4,986,763
Plan fiduciary net position as a percentage of the total OPEB liability	34.56%	38.67%	45.07%	47.21%	65.11%
Covered-Employee Payroll	$13,696,266	$14,265,327	$14,953,325	$15,418,025	$15,860,488
Net OPEB liability as percentage of covered-employee payroll	72.02%	65.36%	53.14%	51.51%	31.44%

Measurement Date - June 30,	**2022**	**2023**	**2024**
Total OPEB Liability			
Service Cost	$273,028	$280,536	$297,152
Interest on the total OPEB Liability	884,652	904,218	1,061,452
Actual and expected experience difference	-	1,270,276	-
Changes in assumptions	-	942,533	-
Changes in benefit terms	-	-	-
Benefit Payments	(673,399)	(710,015)	(764,006)
Implicit rate subsidy fulfilled	(152,139)	(168,732)	(154,106)
Net change in total OPEB liability	332,142	2,518,816	440,492
Total OPEB liability - beginning	14,294,172	14,626,314	17,145,130
Total OPEB liability - ending (a)	$14,626,314	$17,145,130	$17,585,622
Plan fiduciary net position			
Contributions - employer-City's contribution	$907,627	$712,727	$766,890
Contributions - employer-implicit subsidy	152,139	168,732	154,106
Net investment income	(1,262,499)	530,858	966,155
Benefit payments	(673,399)	(710,015)	(764,006)
Implicit rate subsidy fulfilled	(152,139)	(168,732)	(154,106)
Administrative expense	(4,461)	(5,115)	(5,753)
Net change in plan fiduciary net position	(1,032,732)	528,455	963,286
Plan fiduciary net position - beginning	9,307,409	8,274,677	8,803,132
Plan fiduciary net position - ending (b)	$8,274,677	8,803,132	9,766,418
Net OPEB liability - ending (a)-(b)	$6,351,637	$8,341,998	$7,819,204
Plan fiduciary net position as a percentage of the total OPEB liability	56.57%	51.34%	55.54%
Covered-Employee Payroll	$15,413,540	$17,165,922	$18,302,929
Net OPEB liability as percentage of covered-employee payroll	41.21%	48.60%	42.72%

Notes to Schedule:
*The City adopted GASB 75 during the fiscal year ended June 30, 2018.

City of Belmont
For the fiscal year ending June 30
Last 10 Years*
SCHEDULE OF CONTRIBUTIONS
Agent Multiple Employer Defined Benefit OPEB Plan

Fiscal Year Ending June 30,	2018	2019	2020	2021	2022
Actuarially determined contribution	$1,153,043	$1,229,277	$1,018,423	$1,039,077	$1,061,419
Contributions in relation to the actuarially determined contributions	(1,139,664)	(1,174,520)	(1,062,326)	(1,039,077)	(1,059,766)
Contribution deficiency (excess)	$13,379	$54,757	($43,903)	$0	$1,653
Covered-employee payroll	$14,265,327	$14,953,325	$15,418,025	$15,860,488	$15,413,540
Contributions as a percentage of covered-employee payroll	8.0%	7.9%	6.9%	6.6%	6.9%
Notes to Schedule					
Valuation date:	7/1/2017	7/1/2017	7/1/2019	7/1/2019	7/1/2019

Fiscal Year Ending June 30,	2023	2024	2025
Actuarially determined contribution	$708,498	$722,305	$1,130,910
Contributions in relation to the actuarially determined contributions	(881,459)	(920,996)	(1,246,277)
Contribution deficiency (excess)	($172,961)	($198,691)	($115,367)
Covered-employee payroll	$17,165,922	$18,302,929	$19,117,848
Contributions as a percentage of covered-employee payroll	5.1%	5.0%	6.5%
Notes to Schedule			
Valuation date:	7/1/2021	7/1/2021	7/1/2023

Methods and assumptions used to determine contribution rates:

Actuarial Cost Method	Entry age normal, level percent of pay
Amortization Method	Closed period, level percent of pay
Amortization Period	12 years
Inflation	2.5% for 2018 and 2019; 2.75% for 2020, 2021 and 2022; 2.5% for 2023, 2024, and 2025
Assumed Payroll Growth	3.0% for 2018; 2.75% for 2019; 3.0% for 2020 and 2021; 2.75% for 2022, 2023, 2024, and 2025
Healthcare trend rates	6.50%, trending down to 3.84% for 2018
	7.0%, trending down to 3.84% for 2019
	6.3%, trending down to 4.0% for 2020, 2021 and 2022
	Medicare (Non-Kaiser) - 5.65%, trending down to 3.75% for 2023, 2024, and 2025
	Medicare (Kaiser) - 4.60%, trending down to 3.75% for 2023, 2024, and 2025
Rate of return on assets	7.0% for 2018; 7.28% for 2019; 6.75% for 2020, 2021 and 2022; 6.25% for 2023, 2024, and 2025
Mortality rate	CalPERS Rates
Retirement Rates	CalPERS Rates

* Fiscal year 2018 was the first year of implementation.

City of Belmont
Schedule of Changes in the Belmont Fire Protection District's
Net OPEB Liability and Related Ratios
Agent Multiple Employer Defined Benefit OPEB Plan
For the measurement year ending June 30
Last 10 Years*

Measurement Date - June 30,	**2017**	**2018**	**2019**	**2020**	**2021**
Total OPEB Liability					
Service Cost	$135,523	$139,589	$140,544	$0	$0
Interest on the total OPEB Liability	123,123	132,415	152,041	87,946	87,950
Actual and expected experience difference	-	-	(956,257)	-	781,678
Changes in assumptions	-	(45,680)	98,289	-	167,346
Changes in benefit terms	-	-	-	-	-
Benefit Payments	(60,100)	(39,972)	(43,125)	(63,553)	(68,772)
Implicit rate subsidy fulfilled	(32,332)	(34,595)	(34,595)	(18,011)	(25,449)
Net change in total OPEB liability	166,214	151,757	(643,103)	6,382	942,753
Total OPEB liability - beginning	1,668,817	1,835,031	1,986,788	1,343,685	1,350,067
Total OPEB liability - ending (a)	$1,835,031	$1,986,788	$1,343,685	$1,350,067	$2,292,820
Plan fiduciary net position					
Contributions - employer-District's contribution	$338,844	$179,326	$139,141	$363	$0
Contributions - employer-implicit subsidy	32,332	34,595	34,595	18,011	-
Net investment income	90,364	114,253	113,037	75,366	550,861
Investment Gains on Expected Return	27,956	-	-	-	-
Benefit payments	(60,100)	(39,972)	(43,125)	(63,553)	(68,772)
Implicit rate subsidy fulfilled	(32,332)	(34,595)	(34,595)	(18,011)	(25,449)
Administrative expense	(608)	(839)	(385)	(1,311)	(1,066)
Net change in plan fiduciary net position	396,456	252,768	208,668	10,865	455,574
Plan fiduciary net position - beginning	1,124,652	1,521,108	1,773,876	1,982,544	1,993,409
Plan fiduciary net position - ending (b)	$1,521,108	$1,773,876	$1,982,544	$1,993,409	$2,448,983
Net OPEB liability - ending (a)-(b)	$313,923	$212,912	($638,859)	($643,342)	($156,163)
Plan fiduciary net position as a percentage of the total OPEB liability	82.89%	89.28%	147.55%	147.65%	106.81%
Covered-employee payroll	$4,177,634	$4,249,486	$2,979,220	$217,500	$0
Net OPEB liability as percentage of covered-employee payroll	7.51%	5.01%	-21.44%	-295.79%	n/a

Measurement Date - June 30,	**2022**	**2023**	**2024**
Total OPEB Liability			
Service Cost	$55,838	$57,374	$58,147
Interest on the total OPEB Liability	120,973	125,390	147,402
Actual and expected experience difference	-	80,977	-
Changes in assumptions	-	264,245	-
Changes in benefit terms	-	-	-
Benefit Payments	(64,138)	(68,626)	(89,339)
Implicit rate subsidy fulfilled	(24,649)	(31,039)	(29,979)
Net change in total OPEB liability	88,024	428,321	86,231
Total OPEB liability - beginning	2,292,820	2,380,844	2,809,165
Total OPEB liability - ending (a)	$2,380,844	$2,809,165	$2,895,396
Plan fiduciary net position			
Contributions - employer-District's contribution	64,436	69,020	89,717
Contributions - employer-implicit subsidy	24,649	31,039	29,979
Net investment income	(278,843)	34,194	138,803
Investment Gains on Expected Return	-	-	-
Benefit payments	(64,138)	(68,626)	(89,339)
Implicit rate subsidy fulfilled	(24,649)	(31,039)	(29,979)
Administrative expense	(919)	(1,010)	(1,082)
Net change in plan fiduciary net position	(279,464)	33,578	138,099
Plan fiduciary net position - beginning	2,448,983	2,169,519	2,203,097
Plan fiduciary net position - ending (b)	$2,169,519	$2,203,097	$2,341,196
Net OPEB liability - ending (a)-(b)	$211,325	$606,068	$554,200
Plan fiduciary net position as a percentage of the total OPEB liability	91.12%	78.43%	80.86%
Covered-employee payroll	$0	$0	$0
Net OPEB liability as percentage of covered-employee payroll	n/a	n/a	n/a

Notes to Schedule:

* Fiscal year 2018 was the first year of implementation.

City of Belmont
Belmont Fire Protection District
For the fiscal year ending June 30
Last 10 Years*

SCHEDULE OF CONTRIBUTIONS

Agent Multiple Employer Defined Benefit OPEB Plan

Fiscal Year Ending	2018	2019	2020	2021	2022
Actuarially determined contribution	$185,827	$165,429	$0	$0	$0
Contributions in relation to the actuarially determined contributions	(371,176)	(213,921)	(18,374)	-	(89,085)
Contribution deficiency (excess)	($185,349)	($48,492)	($18,374)	-	($89,085)
Covered-employee payroll	$4,249,486	$2,979,220	$217,500	$0	$0
Contributions as a percentage of covered payroll	8.73%	7.18%	8.45%	N/A	N/A
Notes to Schedule					
Valuation date:	7/1/2017	7/1/2017	7/1/2019	7/1/2019	7/1/2019

Fiscal Year Ending	2023	2024	2025
Actuarially determined contribution	$59,137	$60,821	$120,671
Contributions in relation to the actuarially determined contributions	(100,059)	(119,696)	(206,456)
Contribution deficiency (excess)	($40,922)	($58,875)	($85,785)
Covered-employee payroll	$0	$0	$0
Contributions as a percentage of covered payroll	N/A	N/A	N/A
Notes to Schedule			
Valuation date:	7/1/2021	7/1/2021	7/1/2023

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry age normal, level percent of pay
Amortization method	Closed period, level percent of pay
Amortization period	15 years
Inflation	2.5% for 2018 and 2019; 2.75% for 2020, 2021 and 2022; 2.5% for 2023, 2024, and 2025
Assumed Payroll Growth	3.0% for 2018; 2.75% for 2019; 3.0% for 2020 and 2021; 0% for 2022, 2023, 2024, and 2025
Healthcare trend rates	6.50%, trending down to 3.84% for 2018
	7.0%, trending down to 3.84% for 2019
	6.3%, trending down to 4.0% for 2020, 2021 and 2022
	Medicare (Non-Kaiser) - 7.50%, trending down to 3.45% for 2023, 2024, and 2025
	Medicare (Kaiser) - 6.25%, trending down to 3.45% for 2023, 2024, and 2025
Rate of return on assets	7.0% for 2018; 7.28% for 2019; 6.75% for 2020, 2021 and 2022; 5.25% for 2023, 2024, and 2025
Mortality rate	CalPERS Rates
Retirement Rates	CalPERS Rates

* Fiscal year 2018 was the first year of implementation.

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SUPPLEMENTAL INFORMATION

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CITY OF BELMONT
GENERAL FUND
COMBINING SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	General	Measure I	Total General Fund
REVENUES			
Taxes	$23,629,549	$2,257,406	$25,886,955
Licenses and permits	1,163,956		1,163,956
Fines and forfeitures	112,389		112,389
Use of money and property	2,684,164	147,073	2,831,237
Intergovernmental	229,933		229,933
Charges for current services	4,584,005		4,584,005
Miscellaneous	144,733	3,900	148,633
Total Revenues	32,548,729	2,408,379	34,957,108
EXPENDITURES			
Current:			
General government	7,496,905		7,496,905
Public safety	15,443,152		15,443,152
Culture and recreation	2,795,516		2,795,516
Total Expenditures	25,735,573		25,735,573
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	6,813,156	2,408,379	9,221,535
OTHER FINANCING SOURCES (USES)			
Transfers (out)	(3,400,000)	(3,273,339)	(6,673,339)
Total Other Financing Sources (Uses)	(3,400,000)	(3,273,339)	(6,673,339)
NET CHANGE IN FUND BALANCES	3,413,156	(864,960)	2,548,196
BEGINNING FUND BALANCES	31,002,769	4,464,348	35,467,117
ENDING FUND BALANCES	$34,415,925	$3,599,388	$38,015,313

CITY OF BELMONT
GENERAL FUND
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	General			
	Budgeted Amounts			Variance with Final Budget Positive (Negative)
	Original	Final	Actual Amounts	
REVENUES:				
Taxes	$22,176,181	$23,743,620	$23,629,549	($114,071)
Licenses and permits	1,215,275	1,215,275	1,163,956	(51,319)
Fines and forfeitures	144,237	144,237	112,389	(31,848)
Use of money and property	1,942,412	2,121,170	2,684,164	562,994
Intergovernmental	143,737	143,737	229,933	86,196
Charges for current services	4,639,148	4,639,148	4,584,005	(55,143)
Miscellaneous			144,733	144,733
Total Revenues	30,260,990	32,007,187	32,548,729	541,542
EXPENDITURES:				
Current:				
General government	7,773,209	8,060,296	7,496,905	563,391
Public safety	15,984,409	16,086,409	15,443,152	643,257
Culture and recreation	2,820,602	2,910,602	2,795,516	115,086
Total Expenditures	26,578,220	27,057,307	25,735,573	1,321,734
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,682,770	4,949,880	6,813,156	1,863,276
OTHER FINANCING SOURCES USES				
Transfers in	1,204,633	1,204,633		(1,204,633)
Transfers out	(4,700,000)	(4,950,000)	(3,400,000)	1,550,000
Total Other Financing Sources (Uses)	(3,495,367)	(3,745,367)	(3,400,000)	345,367
NET CHANGE IN FUND BALANCE	$187,403	$1,204,513	3,413,156	$2,208,643
BEGINNING FUND BALANCE			31,002,769	
ENDING FUND BALANCE			$34,415,925	

Measure I				Total General Fund			
Budgeted Amounts			Variance with Final Budget	Budgeted Amounts			Variance with Final Budget
Original	Final	Actual Amounts	Positive (Negative)	Original	Final	Actual Amounts	Positive (Negative)
$2,335,338	$2,275,970	$2,257,406	($18,564)	$24,511,519	$26,019,590	$25,886,955	($132,635)
				1,215,275	1,215,275	1,163,956	(51,319)
				144,237	144,237	112,389	(31,848)
138,180	138,180	147,073	8,893	2,080,592	2,259,350	2,831,237	571,887
				143,737	143,737	229,933	86,196
				4,639,148	4,639,148	4,584,005	(55,143)
		3,900	3,900			148,633	148,633
2,473,518	2,414,150	2,408,379	(5,771)	32,734,508	34,421,337	34,957,108	535,771
				7,773,209	8,060,296	7,496,905	563,391
				15,984,409	16,086,409	15,443,152	643,257
				2,820,602	2,910,602	2,795,516	115,086
				26,578,220	27,057,307	25,735,573	1,321,734
2,473,518	2,414,150	2,408,379	(5,771)	6,156,288	7,364,030	9,221,535	1,857,505
				1,204,633	1,204,633		(1,204,633)
(3,606,708)	(8,035,831)	(3,273,339)	4,762,492	(8,306,708)	(12,985,831)	(6,673,339)	6,312,492
(3,606,708)	(8,035,831)	(3,273,339)	4,762,492	(7,102,075)	(11,781,198)	(6,673,339)	5,107,859
($1,133,190)	($5,621,681)	(864,960)	$4,756,721	($945,787)	($4,417,168)	2,548,196	$6,965,364
		4,464,348				35,467,117	
		$3,599,388				$38,015,313	

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SPECIAL REVENUE FUNDS

Recreation – To account for certain recreation programs where a large portion of the expenditures are financed by user fees.

Library Maintenance and Operations – To account for funds restricted for the maintenance and operations of the library, which is financed by parcel tax and special tax revenue.

City Trees – To account for the removal of trees required for the development of property, which is financed by user fees.

General Plan Maintenance – To account for activities related to the General Plan Update which are financed by user fees.

Supplemental Law Enforcement Services – To account for resources received from the State of California to be spent on front line law enforcement needs.

Public Safety – To account for grants and donations committed to the Police Department's activities.

Street Maintenance – To account for gas tax resources restricted for expenditure on streets.

Measure A Street Improvements – To account for the City's portion of the special half cent sales tax (Measure A) receipts restricted for street expenditures and other street related grants.

Measure W – To account for the City's portion of the special half cent sales tax (Measure W) receipts restricted for street expenditures.

Athletic Field Maintenance – To account for athletic field maintenance and operations, which are financed by player registration fees.

Inclusionary Housing – To account for residential mitigation fees collected from new development activity, including the residential housing in-lieu fee and the commercial linkage fee. These housing mitigation fees are intended to be used to lessen the burdens created by new residential and non-residential development on the need for affordable housing.

Road Maintenance and Rehabilitation Account Fund (RMRA) – To account for gas tax resources restricted for expenditure on basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system. Senate Bill (SB) 1, the Road Repair and Accountability Act of 2017 provides funding for local streets and roads over the next 10 years.

Parks and Recreation Donations – To account for donations from the community to be used for parks and recreation services and programming.

Public Art – To account for the private development fee paid in lieu of incorporating art elements in the development to provide funds for art installations on City property.

Traffic Mitigation – To account for transportation impact fees. Traffic Impact Fee revenues will be used to mitigate the impacts of new development by requiring new development to contribute to future transportation system investments in the City based on maintaining the existing proportionate level of investment in the City's transportation infrastructure.

CAPITAL PROJECTS FUNDS

General Facilities – To account for the construction and maintenance of improvements to general-use City facilities.

Infrastructure – To account for expenditures associated with the City infrastructure, including streets, retaining walls, bridges, culverts, and waterways.

PEG – To account for the purchase and installation of hardware within City Hall to broadcast events to Pen TV, our Public Education Government Channel.

Planned Park – To account for the acquisition and improvement of parks, playgrounds, and recreation facilities.

Special Assessment District – To account for maintenance and improvement costs within City's Special Assessment District boundaries. Resources represent funds remaining after the retirement of Special Assessment Debt.

Open Space – To account for the accumulation of resources for the acquisition, preservation, and improvements of open space.

Park Impact Fees – The Park Impact Fee Fund is to account for park impact fees, interest earned thereon and their expenditure, pursuant to the Mitigation Fee Act, needed to ensure that the City can construct park and recreation facilities and improvements needed for the population growth created by new development consistent with the policies of the City of Belmont General Plan.

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CITY OF BELMONT

NON-MAJOR GOVERNMENTAL FUNDS

COMBINING BALANCE SHEET

JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Recreation	Library Maintenance and Operations	City Trees	General Plan Maintenance
ASSETS				
Cash and investments	$689,892	$214,666	$230,412	$995,831
Receivables:				
Accounts	28,799			
Due from other governmental agencies		7,318		
Notes				
Prepaids and other assets				49,550
Total Assets	$718,691	$221,984	$230,412	$1,045,381
LIABILITIES				
Accounts payable and other liabilities	$109,447	$11,349		$191,034
Total Liabilities	109,447	11,349		191,034
FUND BALANCES				
Nonspendable				49,550
Restricted	609,244	210,635	230,412	
Committed				804,797
Assigned				
Total Fund Balances	609,244	210,635	230,412	854,347
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$718,691	$221,984	$230,412	$1,045,381

SPECIAL REVENUE FUNDS					
Supplemental Law Enforcement Services	Public Safety	Street Maintenance	Measure A Street Improvements	Measure W	Athletic Field Maintenance
$166,414	$35,063	$1,907,433	$3,133,957	$2,548,550	$460,499
		16,687		69,777	
		88,626	75,715		
$166,414	$35,063	$2,012,746	$3,209,672	$2,618,327	$460,499
		$25,000			$14,445
		25,000			14,445
$166,414	$35,063	1,987,746	$3,209,672	$2,618,327	446,054
166,414	35,063	1,987,746	3,209,672	2,618,327	446,054
$166,414	$35,063	$2,012,746	$3,209,672	$2,618,327	$460,499

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CITY OF BELMONT
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING BALANCE SHEET
JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Inclusionary Housing	Road Maintenance and Rehabilitation Account (SB1)	Parks and Recreation Donations	Public Art
ASSETS				
Cash and investments	$1,103,247	$733,535	$109,612	$437,770
Receivables:				
Accounts				
Due from other governmental agencies		64,328		
Notes	2,437,478			
Prepaids and other assets				
Total Assets	$3,540,725	$797,863	$109,612	$437,770
LIABILITIES				
Accounts payable and other liabilities			$4,844	
Total Liabilities			4,844	
FUND BALANCES				
Nonspendable				
Restricted	$3,540,725	$797,863	104,768	$437,770
Committed				
Assigned				
Total Fund Balances	3,540,725	797,863	104,768	437,770
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$3,540,725	$797,863	$109,612	$437,770

Special Revenue Funds	CAPITAL PROJECTS FUNDS			
Traffic Mitigation	General Facilities	Infrastructure	PEG	Planned Park
$511,278	$581,178	$2,386,092	$364,118	$482,489
$511,278	$581,178	$2,386,092	$364,118	$482,489
		$3,362		
		3,362		
$511,278			$364,118	$482,489
	$581,178	2,382,730		
511,278	581,178	2,382,730	364,118	482,489
$511,278	$581,178	$2,386,092	$364,118	$482,489

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CITY OF BELMONT

NON-MAJOR GOVERNMENTAL FUNDS

COMBINING BALANCE SHEET

JUNE 30, 2025

	CAPITAL PROJECTS FUNDS			
	Special Assessment District	Open Space	Park Impact Fees	Total Nonmajor Governmental Funds
ASSETS				
Cash and investments	$341,217	$54,456	$1,083,216	$18,570,925
Receivables:				
Accounts				115,263
Due from other governmental agencies				235,987
Notes				2,437,478
Prepaids and other assets				49,550
Total Assets	$341,217	$54,456	$1,083,216	$21,409,203
LIABILITIES				
Accounts payable and other liabilities				$359,481
Total Liabilities				359,481
FUND BALANCES				
Nonspendable				49,550
Restricted	$341,217		$1,083,216	17,141,948
Committed				839,860
Assigned		$54,456		3,018,364
Total Fund Balances	341,217	54,456	1,083,216	21,049,722
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$341,217	$54,456	$1,083,216	$21,409,203

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CITY OF BELMONT
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS			
	Recreation	Library Maintenance and Operations	City Trees	General Plan Maintenance
REVENUES				
Taxes		$312,824		
Licenses and permits				
Use of money and property	($194)	28,366	$10,041	$53,957
Intergovernmental	$75,045	2,149		
Charges for current services	2,607,771		10,718	551,999
Miscellaneous	26,530			
Total Revenues	2,709,152	343,339	20,759	605,956
EXPENDITURES				
Current:				
Public safety				
Highways and streets				
Culture and recreation	3,897,268	432,079	42,656	
Urban redevelopment				1,243,258
Capital outlay				
Debt service:				
Principal				
Interest and fiscal charges				
Total Expenditures	3,897,268	432,079	42,656	1,243,258
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,188,116)	(88,740)	(21,897)	(637,302)
OTHER FINANCING SOURCES (USES)				
Transfers in	1,400,000			
Transfers (out)		(477,757)		
Total Other Financing Sources (Uses)	1,400,000	(477,757)		
NET CHANGE IN FUND BALANCES	211,884	(566,497)	(21,897)	(637,302)
BEGINNING FUND BALANCES, AS PREVIOUSLY REPORTED	397,360	777,132	252,309	1,491,649
ADJUSTMENT				
Change from nonmajor fund to major fund				
BEGINNING FUND BALANCES, AS ADJUSTED	397,360	777,132	252,309	1,491,649
ENDING FUND BALANCES	$609,244	$210,635	$230,412	$854,347

SPECIAL REVENUE FUNDS

Supplemental Law Enforcement Services	Public Safety	Street Maintenance	Measure A Street Improvements	Measure W	Athletic Field Maintenance
		$797,982	$932,949	$412,100	
			3,180		
$4,821	$1,477	51,089	124,949	97,698	$17,201
194,663			41,398		
		627,695			192,987
	3,323	300	11,470		
199,484	4,800	1,477,066	1,113,946	509,798	210,188
103,896	5,000				
		2,354,518			
					155,096
			69,563		
103,896	5,000	2,354,518	69,563		155,096
95,588	(200)	(877,452)	1,044,383	509,798	55,092
		1,500,000			
			(769,921)	(186,369)	
		1,500,000	(769,921)	(186,369)	
95,588	(200)	622,548	274,462	323,429	55,092
70,826	35,263	1,365,198	2,935,210	2,294,898	390,962
70,826	35,263	1,365,198	2,935,210	2,294,898	390,962
$166,414	$35,063	$1,987,746	$3,209,672	$2,618,327	$446,054

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CITY OF BELMONT
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS				
	(Previously Nonmajor) Affordable Housing	Inclusionary Housing	Road Maintenance and Rehabilitation Account (SB1)	Parks and Recreation Donations	Public Art
REVENUES					
Taxes					
Licenses and permits					
Use of money and property		$106,007	$21,243	$4,116	$17,535
Intergovernmental			764,551		
Charges for current services		180,503			
Miscellaneous				9,506	
Total Revenues		286,510	785,794	13,622	17,535
EXPENDITURES					
Current:					
Public safety					
Highways and streets					
Culture and recreation				4,844	
Urban redevelopment					
Capital outlay					
Debt service:					
Principal					
Interest and fiscal charges					
Total Expenditures				4,844	
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		286,510	785,794	8,778	17,535
OTHER FINANCING SOURCES (USES)					
Transfers in					
Transfers (out)			(485,641)		
Total Other Financing Sources (Uses)			(485,641)		
NET CHANGE IN FUND BALANCES		286,510	300,153	8,778	17,535
BEGINNING FUND BALANCES, AS PREVIOUSLY REPORTED	$6,056,433	3,254,215	497,710	95,990	420,235
ADJUSTMENT					
Change from nonmajor fund to major fund	(6,056,433)				
BEGINNING FUND BALANCES - as adjusted		3,254,215	497,710	95,990	420,235
ENDING FUND BALANCES		$3,540,725	$797,863	$104,768	$437,770

Special Revenue Funds	CAPITAL PROJECTS FUNDS			
Traffic Mitigation	General Facilities	Infrastructure	PEG	Planned Park
$7,894	$24,733	$96,274		$35,086
			$17,199	
402,964				35,393
410,858	24,733	96,274	17,199	70,479
	6,880			4,062
		3,362		
				596,729
				71,271
	6,880	3,362		672,062
410,858	17,853	92,912	17,199	(601,583)
	(58,139)		(73,766)	(344)
	(58,139)		(73,766)	(344)
410,858	(40,286)	92,912	(56,567)	(601,927)
100,420	621,464	2,289,818	420,685	1,084,416
100,420	621,464	2,289,818	420,685	1,084,416
$511,278	$581,178	$2,382,730	$364,118	$482,489

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CITY OF BELMONT
NON-MAJOR GOVERNMENTAL FUNDS
COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
FOR THE YEAR ENDED JUNE 30, 2025

	CAPITAL PROJECTS FUNDS			
	Special Assessment District	Open Space	Park Impact Fees	Total Nonmajor Governmental Funds
REVENUES				
Taxes				$2,455,855
Licenses and permits				3,180
Use of money and property	$13,667	$3,490	$30,471	749,921
Intergovernmental				1,095,005
Charges for current services			392,363	5,002,393
Miscellaneous				51,129
Total Revenues	13,667	3,490	422,834	9,357,483
EXPENDITURES				
Current:				
Public safety				108,896
Highways and streets				2,365,460
Culture and recreation				4,531,943
Urban redevelopment				1,243,258
Capital outlay				72,925
Debt service:				
Principal				596,729
Interest and fiscal charges				71,271
Total Expenditures				8,990,482
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	13,667	3,490	422,834	367,001
OTHER FINANCING SOURCES (USES)				
Transfers in				2,900,000
Transfers (out)		(52,609)	(19,675)	(2,124,221)
Total Other Financing Sources (Uses)		(52,609)	(19,675)	775,779
NET CHANGE IN FUND BALANCES	13,667	(49,119)	403,159	1,142,780
BEGINNING FUND BALANCES, AS PREVIOUSLY REPORTED	327,550	103,575	680,057	25,963,375
ADJUSTMENT				
Change from nonmajor fund to major fund				(6,056,433)
BEGINNING FUND BALANCES, AS ADJUSTED	327,550	103,575	680,057	19,906,942
ENDING FUND BALANCES	$341,217	$54,456	$1,083,216	$21,049,722

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CITY OF BELMONT

BUDGETED NON-MAJOR FUNDS

COMBINING SCHEDULE OF REVENUES, EXPENDITURES

AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS					
	RECREATION			LIBRARY MAINTENANCE AND OPERATIONS		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes				$312,802	$312,824	$22
Licenses and permits						
Use of money and property		($194)	($194)	28,850	28,366	(484)
Intergovernmental	$61,000	75,045	14,045		2,149	2,149
Charges for current services	2,164,300	2,607,771	443,471			
Miscellaneous	12,000	26,530	14,530			
Total Revenues	2,237,300	2,709,152	471,852	341,652	343,339	1,687
EXPENDITURES						
Current						
Public safety						
Highways and streets						
Culture and recreation	4,085,100	3,897,268	187,832	472,458	432,079	40,379
Urban redevelopment						
Capital outlay						
Debt service:						
Principal						
Interest and fiscal charges						
Total Expenditures	4,085,100	3,897,268	187,832	472,458	432,079	40,379
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(1,847,800)	(1,188,116)	659,684	(130,806)	(88,740)	42,066
OTHER FINANCING SOURCES (USES)						
Transfers in	1,750,000	1,400,000	(350,000)			
Transfers (out)				(500,000)	(477,757)	22,243
Total Other Financing Sources (Uses)	1,750,000	1,400,000	(350,000)	(500,000)	(477,757)	22,243
NET CHANGE IN FUND BALANCES	($97,800)	211,884	$309,684	($630,806)	(566,497)	$64,309
BEGINNING FUND BALANCES		397,360			777,132	
ENDING FUND BALANCES		$609,244			$210,635	

SPECIAL REVENUE FUNDS								
CITY TREES			GENERAL PLAN MAINTENANCE			SUPPLEMENTAL LAW ENFORCEMENT SERVICES		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$10,290	$10,041	($249)	$53,430	$53,957	$527	$2,560	$4,821	$2,261
						172,271	194,663	22,392
10,000	10,718	718	450,000	551,999	101,999			
20,290	20,759	469	503,430	605,956	102,526	174,831	199,484	24,653
						99,110	103,896	(4,786)
76,280	42,656	33,624						
			1,420,649	1,243,258	177,391			
76,280	42,656	33,624	1,420,649	1,243,258	177,391	99,110	103,896	(4,786)
(55,990)	(21,897)	34,093	(917,219)	(637,302)	279,917	75,721	95,588	19,867
(60,000)		60,000						
(60,000)		60,000						
($115,990)	(21,897)	$94,093	($917,219)	(637,302)	$279,917	$75,721	95,588	$19,867
	252,309			1,491,649			70,826	
	$230,412			$854,347			$166,414	

(Continued)

CITY OF BELMONT

BUDGETED NON-MAJOR FUNDS

COMBINING SCHEDULE OF REVENUES, EXPENDITURES

AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS					
	PUBLIC SAFETY			STREET MAINTENANCE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes				$803,169	$797,982	($5,187)
Licenses and permits						
Use of money and property	$1,170	$1,477	$307		51,089	51,089
Intergovernmental						
Charges for current services				375,563	627,695	252,132
Miscellaneous		3,323	3,323		300	300
Total Revenues	1,170	4,800	3,630	1,178,732	1,477,066	298,334
EXPENDITURES						
Current						
Public safety	9,000	5,000	4,000			
Highways and streets				2,598,760	2,354,518	244,242
Culture and recreation						
Urban redevelopment						
Capital outlay						
Debt service:						
Principal						
Interest and fiscal charges						
Total Expenditures	9,000	5,000	4,000	2,598,760	2,354,518	244,242
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(7,830)	(200)	7,630	(1,420,028)	(877,452)	542,576
OTHER FINANCING SOURCES (USES)						
Transfers in				1,500,000	1,500,000	
Transfers (out)						
Total Other Financing Sources (Uses)				1,500,000	1,500,000	
NET CHANGE IN FUND BALANCES	($7,830)	(200)	$7,630	$79,972	622,548	$542,576
BEGINNING FUND BALANCES		35,263			1,365,198	
ENDING FUND BALANCES		$35,063			$1,987,746	

SPECIAL REVENUE FUNDS

MEASURE A STREET IMPROVEMENTS			MEASURE W			ATHLETIC FIELD MAINTENANCE		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$938,257	$932,949	($5,308)	$417,933	$412,100	($5,833)			
	3,180	3,180						
87,720	124,949	37,229	71,840	97,698	25,858	$14,530	$17,201	$2,671
108,000	41,398	(66,602)						
						150,000	192,987	42,987
	11,470	11,470						
1,133,977	1,113,946	(20,031)	489,773	509,798	20,025	164,530	210,188	45,658
						143,800	155,096	(11,296)
69,563	69,563							
69,563	69,563					143,800	155,096	(11,296)
1,064,414	1,044,383	(20,031)	489,773	509,798	20,025	20,730	55,092	34,362
(3,361,315)	(769,921)	2,591,394	(3,018,000)	(186,369)	2,831,631	(210,000)		210,000
(3,361,315)	(769,921)	2,591,394	(3,018,000)	(186,369)	2,831,631	(210,000)		210,000
($2,296,901)	274,462	$2,571,363	($2,528,227)	323,429	$2,851,656	($189,270)	55,092	$244,362
	2,935,210			2,294,898			390,962	
	$3,209,672			$2,618,327			$446,054	

(Continued)

CITY OF BELMONT

BUDGETED NON-MAJOR FUNDS

COMBINING SCHEDULE OF REVENUES, EXPENDITURES

AND CHANGES IN FUND BALANCES

BUDGET AND ACTUAL

FOR THE YEAR ENDED JUNE 30, 2025

	SPECIAL REVENUE FUNDS					
	INCLUSIONARY HOUSING			ROAD MAINTENANCE AND REHABILITATION ACCOUNT (SB1)		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes						
Licenses and permits						
Use of money and property	$12,640	$106,007	$93,367	$31,190	$21,243	($9,947)
Intergovernmental				737,936	764,551	26,615
Charges for current services	180,503	180,503				
Miscellaneous						
Total Revenues	193,143	286,510	93,367	769,126	785,794	16,668
EXPENDITURES						
Current						
Public safety						
Highways and streets						
Culture and recreation						
Urban redevelopment						
Capital outlay						
Debt service:						
Principal						
Interest and fiscal charges						
Total Expenditures						
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	193,143	286,510	93,367	769,126	785,794	16,668
OTHER FINANCING SOURCES (USES)						
Transfers in						
Transfers (out)				(1,674,069)	(485,641)	1,188,428
Total Other Financing Sources (Uses)				(1,674,069)	(485,641)	1,188,428
NET CHANGE IN FUND BALANCES	$193,143	286,510	$93,367	($904,943)	300,153	$1,205,096
BEGINNING FUND BALANCES		3,254,215			497,710	
ENDING FUND BALANCES		$3,540,725			$797,863	

SPECIAL REVENUE FUNDS

PARKS AND RECREATION DONATIONS			PUBLIC ART			TRAFFIC MITIGATION		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
$3,530	$4,116	$586	$15,440	$17,535	$2,095	$3,690	$7,894	$4,204
			6,081		(6,081)	153,379	402,964	249,585
7,000	9,506	2,506						
10,530	13,622	3,092	21,521	17,535	(3,986)	157,069	410,858	253,789
9,500	4,844	4,656						
9,500	4,844	4,656						
1,030	8,778	7,748	21,521	17,535	(3,986)	157,069	410,858	253,789
			(10,000)		10,000			
			(10,000)		10,000			
$1,030	8,778	$7,748	$11,521	17,535	$6,014	$157,069	410,858	$253,789
	95,990			420,235			100,420	
	$104,768			$437,770			$511,278	

(Continued)

CITY OF BELMONT
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	CAPITAL PROJECT FUNDS					
	GENERAL FACILITIES			INFRASTRUCTURE		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes						
Licenses and permits						
Use of money and property	$27,870	$24,733	($3,137)	$87,590	$96,274	$8,684
Intergovernmental						
Charges for current services						
Miscellaneous						
Total Revenues	27,870	24,733	(3,137)	87,590	96,274	8,684
EXPENDITURES						
Current						
Public safety						
Highways and streets	7,076	6,880	196			
Culture and recreation						
Urban redevelopment						
Capital outlay					3,362	(3,362)
Debt service:						
Principal						
Interest and fiscal charges						
Total Expenditures	7,076	6,880	196		3,362	(3,362)
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	20,794	17,853	(2,941)	87,590	92,912	5,322
OTHER FINANCING SOURCES (USES)						
Transfers in						
Transfers (out)	(586,234)	(58,139)	528,095	(3,263,019)		3,263,019
Total Other Financing Sources (Uses)	(586,234)	(58,139)	528,095	(3,263,019)		3,263,019
NET CHANGE IN FUND BALANCES	($565,440)	(40,286)	$525,154	($3,175,429)	92,912	$3,268,341
BEGINNING FUND BALANCES		621,464			2,289,818	
ENDING FUND BALANCES		$581,178			$2,382,730	

CAPITAL PROJECT FUNDS

PEG			PLANNED PARK			SPECIAL ASSESSMENT DISTRICT		
Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
			$58,060	$35,086	($22,974)	$12,030	$13,667	$1,637
$15,450	$17,199	$1,749						
				35,393	35,393			
15,450	17,199	1,749	58,060	70,479	12,419	12,030	13,667	1,637
			4,062	4,062				
			596,730	596,729	1			
			71,271	71,271				
			672,063	672,062	1			
15,450	17,199	1,749	(614,003)	(601,583)	12,420	12,030	13,667	1,637
			33,299		(33,299)			
(120,000)	(73,766)	46,234	(27,799)	(344)	27,455			
(120,000)	(73,766)	46,234	5,500	(344)	(5,844)			
($104,550)	(56,567)	$47,983	($608,503)	(601,927)	$6,576	$12,030	13,667	$1,637
	420,685			1,084,416			327,550	
	$364,118			$482,489			$341,217	

(Continued)

CITY OF BELMONT
BUDGETED NON-MAJOR FUNDS
COMBINING SCHEDULE OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCES
BUDGET AND ACTUAL
FOR THE YEAR ENDED JUNE 30, 2025

	CAPITAL PROJECT FUNDS					
	OPEN SPACE			PARK IMPACT FEES		
	Budget	Actual	Variance Positive (Negative)	Budget	Actual	Variance Positive (Negative)
REVENUES						
Taxes						
Licenses and permits						
Use of money and property	$3,710	$3,490	($220)	$24,750	$30,471	$5,721
Intergovernmental						
Charges for current services				19,484	392,363	372,879
Miscellaneous						
Total Revenues	3,710	3,490	(220)	44,234	422,834	378,600
EXPENDITURES						
Current						
Public safety						
Highways and streets						
Culture and recreation						
Urban redevelopment						
Capital outlay						
Debt service:						
Principal						
Interest and fiscal charges						
Total Expenditures						
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	3,710	3,490	(220)	44,234	422,834	378,600
OTHER FINANCING SOURCES (USES)						
Transfers in						
Transfers (out)	(51,299)	(52,609)	(1,310)	(663,000)	(19,675)	643,325
Total Other Financing Sources (Uses)	(51,299)	(52,609)	(1,310)	(663,000)	(19,675)	643,325
NET CHANGE IN FUND BALANCES	($47,589)	(49,119)	($1,530)	($618,766)	403,159	$1,021,925
BEGINNING FUND BALANCES		103,575			680,057	
ENDING FUND BALANCES		$54,456			$1,083,216	

NON-MAJOR ENTERPRISE FUNDS

Storm Drainage Fund – To account for the maintenance of the storm drain system, street sweeping and other activities related to the mandated National Pollution Discharge Elimination System (NPDES). Funding comes from customers connected to the City's sewer system, due to extensive infiltration and intrusion to the City's sewer system, street sweeping charges, and NPDES charges.

Solid Waste Fund – To account for operating costs associated with administering the solid waste franchise.

Sewer Connection Fees – To account for capacity-related costs to upsizing of the sewer collections system.

CITY OF BELMONT
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF NET POSITION
JUNE 30, 2025

	Storm Drainage	Solid Waste	Sewer Connection Fees	Total Non-Major Enterprise Funds
ASSETS				
Current Assets:				
Cash and investments		$2,725,713	$1,933,620	$4,659,333
Accounts receivable	$9,475			9,475
Due from other governmental agencies	58,449	54,274		112,723
Total Current Assets	67,924	2,779,987	1,933,620	4,781,531
Total Current Assets	67,924	2,779,987	1,933,620	4,781,531
Noncurrent Assets:				
Capital assets:				
Land and construction in progress	47,709			47,709
Depreciable assets, net	2,278,658			2,278,658
Total Noncurrent Assets	2,326,367			2,326,367
Total Assets	2,394,291	2,779,987	1,933,620	7,107,898
DEFERRED OUTFLOWS				
Related to pension	376,657	136,015		512,672
Related to OPEB	86,216	32,623		118,839
Total Deferred Outflows	462,873	168,638		631,511
LIABILITIES				
Current Liabilities:				
Accounts payable and other liabilities	3,379	10,349		13,728
Due to other funds	418,344			418,344
Compensated absences	80,752	23,133		103,885
Total Current Liabilities	502,475	33,482		535,957
Noncurrent Liabilities:				
Compensated absences	27,901	17,980		45,881
Net pension liability	1,170,691	422,749		1,593,440
Net OPEB liability	216,871	82,059		298,930
Total Noncurrent Liabilities	1,415,463	522,788		1,938,251
Total Liabilities	1,917,938	556,270		2,474,208
DEFERRED INFLOWS				
Related to pension	38,259	13,816		52,075
Related to OPEB	22,005	8,326		30,331
Total Deferred Inflows	60,264	22,142		82,406
NET POSITION (Note 9)				
Net investment in capital assets	2,326,367			2,326,367
Restricted for treatment facility			1,933,620	1,933,620
Unrestricted	(1,447,405)	2,370,213		922,808
Total Net Position	$878,962	$2,370,213	$1,933,620	$5,182,795

CITY OF BELMONT
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF REVENUES, EXPENSES
AND CHANGES IN FUND NET POSITION
FOR THE YEAR ENDED JUNE 30, 2025

	(Previously Major) Storm Drainage	Solid Waste	Sewer Connection Fees	Total Non-Major Enterprise Funds
OPERATING REVENUES				
Charges for current services				
Sewer connection fees			$449,658	$449,658
NPDES storm drain charges	$519,512			519,512
Street sweeping	594,679			594,679
Garbage franchise fee		$644,235		644,235
Interdepartmental charges	55,757			55,757
Total Operating Revenues	1,169,948	644,235	449,658	2,263,841
OPERATING EXPENSES				
Personnel services	1,057,844	312,147		1,369,991
Services and supplies	972,601	205,012		1,177,613
Depreciation	241,639			241,639
Total Operating Expenses	2,272,084	517,159		2,789,243
Operating Income (Loss)	(1,102,136)	127,076	449,658	(525,402)
NONOPERATING REVENUES (EXPENSES)				
Interest	(10,722)	105,285	(72,844)	21,719
Interest expense				
Intergovernmental and miscellaneous	85,468	27,879		113,347
Total Nonoperating Revenues (Expenses)	74,746	133,164	(72,844)	135,066
Income (Loss) Before Transfers	(1,027,390)	260,240	376,814	(390,336)
Transfers in	592,785		2,977,530	3,570,315
Transfers (out)	(92,784)		(1,420,724)	(1,513,508)
Net transfers	500,001		1,556,806	2,056,807
Change in net position	(527,389)	260,240	1,933,620	1,666,471
BEGINNING NET POSITION - as previously reported		2,109,973		2,109,973
ADJUSTMENT - change from major fund to nonmajor fund	1,406,351			1,406,351
BEGINNING NET POSITION - as adjusted	1,406,351	2,109,973		3,516,324
ENDING NET POSITION	$878,962	$2,370,213	$1,933,620	$5,182,795

CITY OF BELMONT
NON-MAJOR ENTERPRISE FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

	Storm Drainage	Solid Waste	Sewer Connection Fees	Total Non-Major Enterprise Funds
CASH FLOWS FROM OPERATING ACTIVITIES				
Receipts from customers	$1,111,388	$643,482	$449,658	$2,204,528
Other receipts	85,468	27,879		113,347
Interdepartmental charges	55,757			55,757
Payments to suppliers	(1,215,289)	(194,818)		(1,410,107)
Payments to employees	(951,832)	(326,951)		(1,278,783)
Cash Flows from Operating Activities	(914,508)	149,592	449,658	(315,258)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES				
Interfund receipts	1,011,129		2,977,530	3,988,659
Interfund payments	(92,784)		(1,420,724)	(1,513,508)
Cash Flows from Noncapital Financing Activities	918,345		1,556,806	2,475,151
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES				
Interest paid	(10,722)		(72,844)	(83,566)
Cash Flows from Capital and Related Financing Activities	(10,722)		(72,844)	(83,566)
CASH FLOWS FROM INVESTING ACTIVITIES				
Interest and rents		105,285		105,285
Cash Flows from Capital and Related Investing Activities		105,285		105,285
Net Cash Flows	(6,885)	254,877	1,933,620	2,181,612
Cash and investments at beginning of period	6,885	2,470,836		2,477,721
Cash and investments at end of period		$2,725,713	$1,933,620	$4,659,333
Reconciliation of Operating Income (Loss) to Cash Flows from Operating Activities:				
Operating income (loss)	(1,102,136)	$127,076	$449,658	($525,402)
Adjustments to reconcile operating income (loss) to cash flows from operating activities:				
Depreciation	241,639			241,639
Miscellaneous	85,468	27,879		113,347
Change in assets, deferred outflows and liabilities:				
Receivables, net	($2,803)	(753)		(3,556)
Accounts payable	(242,688)	10,194		(232,494)
Deferred outflows	94,493	65,665		160,158
Deferred inflows	(37,974)	(18,870)		(56,844)
Net pension liability	(5,592)	(74,811)		(80,403)
Net OPEB liability	16,434	632		17,066
Compensated absences	38,651	12,580		51,231
Cash Flows from Operating Activities	($914,508)	$149,592	$449,658	($315,258)

INTERNAL SERVICE FUNDS

Internal Service Funds are 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.

The concept of major funds does not extend to internal service funds because they do not do business with outside parties. For the Statement of Activities, the net revenues or expenses of each internal service fund be eliminated by netting them against the operations of the other City departments, which generated them. The remaining balance sheet items are consolidated with these same funds in the Statement of Net Position.

However, internal service funds are still presented separately in the Fund financial statements, including the funds below.

Workers' Compensation – To account for the City's workers' compensation insurance program.

Liability Insurance – To account for coverage on the City's and District's general and automobile liability.

Benefit Prefunding – To account for certain accrued employee benefits.

Fleet and Equipment Management – To account for the interdepartmental services provided by the Fleet Management division and Information Technology division.

Facilities Management – To account for the interdepartmental services provided by the Facilities Management Division.

CITY OF BELMONT

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF NET POSITION

JUNE 30, 2025

	Workers' Compensation	Liability Insurance	Benefit Prefunding	Fleet and Equipment Management	Facilities Management	Total
ASSETS						
Current Assets:						
Cash and investments	$2,446,530	$3,331,154	$1,627,481	$8,151,716	$794,960	$16,351,841
Accounts receivable				933	11,973	12,906
Due from other governmental agencies					57,411	57,411
Prepaids and other assets				19,327		19,327
Total Current Assets	2,446,530	3,331,154	1,627,481	8,171,976	864,344	16,441,485
Noncurrent Assets:						
Depreciable capital assets, net				1,753,943	287,107	2,041,050
Total Assets	2,446,530	3,331,154	1,627,481	9,925,919	1,151,451	18,482,535
LIABILITIES						
Current Liabilities:						
Accounts payable	6,081	26,359		60,213	88,790	181,443
Claims payable	12,037	72,087				84,124
Compensated absences				118,651	42,412	161,063
Subscription liabilities				178,991		178,991
Total Current Liabilities	18,118	98,446		357,855	131,202	605,621
Noncurrent Liabilities:						
Claims payable	488,130					488,130
Compensated absences				53,685	95,347	149,032
Subscription liabilities				275,546		275,546
Total Noncurrent Liabilities	488,130			329,231	95,347	912,708
Total Liabilities	506,248	98,446		687,086	226,549	1,518,329
NET POSITION						
Net investment in capital assets				1,299,406	287,107	1,586,513
Unrestricted	1,940,282	3,232,708	1,627,481	7,939,427	637,795	15,377,693
Total Net Position	$1,940,282	$3,232,708	$1,627,481	$9,238,833	$924,902	$16,964,206

CITY OF BELMONT

INTERNAL SERVICE FUNDS

COMBINING STATEMENT OF REVENUES, EXPENSES AND

CHANGES IN FUND NET POSITION

FOR THE YEAR ENDED JUNE 30, 2025

	Workers' Compensation	Liability Insurance	Benefit Prefunding	Fleet and Equipment Management	Facilities Management	Total
OPERATING REVENUES						
Interdepartmental charges for services	$858,795	$800,004	$1,439,177	$5,052,390	$2,705,328	$10,855,694
Insurance claims, change in claims payable		27,958				27,958
Total Operating Revenues	858,795	827,962	1,439,177	5,052,390	2,705,328	10,883,652
OPERATING EXPENSES						
Insurance premiums	728,476	645,699				1,374,175
Professional and legal	30,948	422,149	87,623	1,228,548	312,411	2,081,679
Operating costs			336,744	2,134,654	2,221,068	4,692,466
Pension and other post employment benefits			1,267,943			1,267,943
Insurance claims	142,433	6,344				148,777
Depreciation				950,938	18,750	969,688
Total Operating Expenses	901,857	1,074,192	1,692,310	4,314,140	2,552,229	10,534,728
Operating Income (Loss)	(43,062)	(246,230)	(253,133)	738,250	153,099	348,924
NONOPERATING REVENUES (EXPENSES)						
Gain from sale of capital assets				6,485		6,485
Use of money and property	90,078	139,338	57,985	291,488	361,410	940,299
Intergovernmental and miscellaneous	56,757	15,798	509,572	135	95,662	677,924
Total Nonoperating Revenues (Expenses)	146,835	155,136	567,557	298,108	457,072	1,624,708
Income (Loss) Before Transfers	103,773	(91,094)	314,424	1,036,358	610,171	1,973,632
Transfers (out)				(38,101)	(51,306)	(89,407)
Net transfers				(38,101)	(51,306)	(89,407)
Change in Net Position	103,773	(91,094)	314,424	998,257	558,865	1,884,225
BEGINNING NET POSITION	1,836,509	3,323,802	1,313,057	8,240,576	366,037	15,079,981
ENDING NET POSITION	$1,940,282	$3,232,708	$1,627,481	$9,238,833	$924,902	$16,964,206

CITY OF BELMONT
INTERNAL SERVICE FUNDS
COMBINING STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED JUNE 30, 2025

	Workers' Compensation	Liability Insurance	Benefit Prefunding	Fleet and Equipment Management	Facilities Management	Total
CASH FLOWS FROM OPERATING ACTIVITIES						
Receipts from other funds	$915,552	$815,802	$1,948,749	$5,052,525	$2,740,444	$11,473,072
Payments to vendors	(753,343)	(1,062,619)	(424,367)	(1,599,782)	(1,592,319)	(5,432,430)
Payment to or on behalf of employees			(1,268,364)	(1,717,332)	(825,382)	(3,811,078)
Settlements received						
Claims paid	(15,443)	(6,344)				(21,787)
Cash Flows from Operating Activities	146,766	(253,161)	256,018	1,735,411	322,743	2,207,777
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES						
Interfund payments				(38,101)	(51,306)	(89,407)
Cash Flows from Noncapital Financing Activities				(38,101)	(51,306)	(89,407)
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES						
Acquisition of capital assets				(643,050)	1	(643,049)
Proceeds from sale of capital assets				6,485		6,485
Principal payments on subscription liability				(319,600)		(319,600)
Cash Flows from Capital and Related Financing Activities				(956,165)	1	(956,164)
CASH FLOWS FROM INVESTING ACTIVITIES						
Interest and rents	90,078	139,338	57,985	291,488	361,410	940,299
Cash Flows from Investing Activities	90,078	139,338	57,985	291,488	361,410	940,299
Net Cash Flows	236,844	(113,823)	314,003	1,032,633	632,848	2,102,505
Cash and investments at beginning of period	2,209,686	3,444,977	1,313,478	7,119,083	162,112	14,249,336
Cash and investments at end of period	$2,446,530	$3,331,154	$1,627,481	$8,151,716	$794,960	$16,351,841
Reconciliation of operating income (loss) to net cash flows from operating activities:						
Operating income (loss)	($43,062)	($246,230)	($253,133)	$738,250	$153,099	$348,924
Adjustments to reconcile operating income (loss) to net cash flows from operating activities:						
Depreciation				950,938	18,750	969,688
Miscellaneous revenues	56,757	15,798	509,572	135	95,662	677,924
Change in assets and liabilities:						
Accounts receivables					(60,546)	(60,546)
Prepaids and other net assets				(2,429)		(2,429)
Accounts payable	6,081	5,229	(421)	8,883	62,246	82,018
Claims payable	126,990	(27,958)				99,032
Compensated absences				39,634	53,532	93,166
Cash Flows from Operating Activities	$146,766	($253,161)	$256,018	$1,735,411	$322,743	$2,207,777
Noncash Transactions						
Subscription Assets				$465,644		$465,644
Subscription Liabilities				($465,644)		($465,644)
Retirement of capital assets				$553,087		$553,087

Statistical Section

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STATISTICAL SECTION

This part of the City's Annual Comprehensive Financial Report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health. In contrast to the financial section, the statistical section information is not subject to independent audit.

Financial Trends

These schedules contain trend information to help the reader understand how the City's financial performance and wellbeing have changed over time:

1. Net Position by Component
2. Changes in Net Position
3. Fund Balances of Governmental Funds
4. Changes in Fund Balance of Governmental Funds

Revenue Capacity

These schedules contain information to help the reader assess the City's most significant local revenue source, the property tax:

1. Assessed Value of Taxable Property
2. Direct and Overlapping Property Tax Rates
3. Principal Property Taxpayers
4. Property Tax Levies and Collections

Debt Capacity

These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future:

1. Ratio of Outstanding Debt by Type
2. Computation of Direct and Overlapping Debt
3. Computation of Legal Bonded Debt Margin
4. Bonded Debt Pledged Revenue Coverage:
    a. 2016 Sewer Revenue and Sewer Refunding Revenue Bonds and 2019 Sewer Revenue Bonds – Last Ten Fiscal Years
    b. 2018 Sewer Treatment Facility Revenue Bonds and 2022 Sewer Treatment Facility Obligations
    c. Former Redevelopment Agency Bonds
5. Continuing Disclosure Requirements:
    a. Sewer System Summary Statement of Historical Revenue and Expenditures
    b. Ten Largest Users of the Sewer System
    c. Number of Sewer Service Users
    d. Sewer Service Revenues by Class of User
    e. Schedule of Budgeted and Projected Sewer Treatment Facility Charges and Associated Debt Service
    f. Community Facilities District No. 2000-1

Demographic and Economic Information

These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place:

1. Demographic and Economic Statistics
2. Principal Employers

Operating Information

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs:

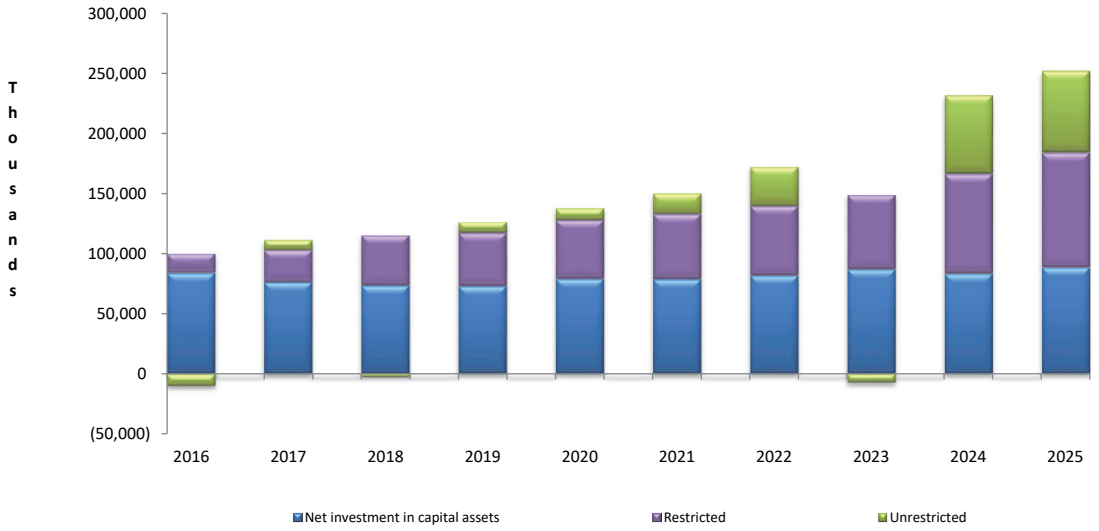
1. Full-Time Equivalent City Government Employees by Function
2. Operating Indicators by Function/Program
3. Capital Asset Statistics by Function/Program

Sources

Unless otherwise noted, the information in these schedules is derived from the Annual Comprehensive Financial Reports for the relevant year.

CITY OF BELMONT
NET POSITION BY COMPONENT

Last Ten Fiscal Years
(accrual basis of accounting)



	As of June 30,				
	2016	**2017**	**2018**	**2019**	**2020**
Governmental activities					
Net investment in capital assets	$67,139,553	$69,831,130	$67,969,307	$69,521,925	$74,539,932
Restricted	6,904,177	11,714,283	24,061,436	24,039,737	26,494,396
Unrestricted	(9,680,086)	(188,113)	(12,213,657) (a)	(4,098,068)	(6,415,098)
Total governmental activities	$64,363,644	$81,357,300	$79,817,086	$89,463,594	$94,619,230
Business-type activities					
Net investment in capital assets	$16,739,430	$6,439,038	$5,536,183	$3,453,035	$4,445,755
Restricted	9,143,559	14,957,819	17,728,929	20,219,035	22,464,351
Unrestricted		8,602,110	9,913,265 (a)	13,315,730	16,112,774
Total business-type activities	$25,882,989	$29,998,967	$33,178,377	$36,987,800	$43,022,880
Primary government					
Net investment in capital assets	$83,878,983	$76,270,168	$73,505,490	$72,974,960	$78,985,687
Restricted	16,047,736	26,672,102	41,790,365	44,258,772	48,958,747
Unrestricted	(9,680,086)	8,413,997	(2,300,392) (a)	9,217,662	9,697,676
Total primary government	$90,246,633	$111,356,267	$112,995,463	$126,451,394	$137,642,110

	2021	**2022**	**2023**	**2024**	**2025**
Governmental activities					
Net investment in capital assets	$74,700,385	$80,638,254	$79,747,471	$83,034,874	$86,076,589
Restricted	29,925,106	31,881,783	36,023,415	54,093,711 (b)	63,121,480
Unrestricted	(4,130,669)	3,477,732	(7,231,599)	21,799,848	20,475,020
Total governmental activities	$100,494,822	$115,997,769	$108,539,287	$158,928,433	$169,673,089
Business-type activities					
Net investment in capital assets	$3,971,403	$1,163,216	$7,176,591	$287,849	$2,476,077
Restricted	24,300,968	25,991,829	25,991,829	28,834,072	32,237,961
Unrestricted	21,229,648	28,806,567		43,535,183	47,464,806
Total business-type activities	$49,502,019	$55,961,612	$33,168,420	$72,657,104	$82,178,844
Primary government					
Net investment in capital assets	$78,671,788	$81,801,470	$86,924,062	$83,322,723	$88,552,666
Restricted	54,226,074	57,873,612	62,015,244	82,927,783	95,359,441
Unrestricted	17,098,979	32,284,299	(7,231,599)	65,335,031	67,939,826
Total primary government	$149,996,841	$171,959,381	$141,707,707	$231,585,537	$251,851,933

(a) Fiscal year 2018 was the first year of implementation of GASB 75.
(b) Restated in fiscal year 2025 to correct the treatment of unavailable revenue related to a loan receivable.

CITY OF BELMONT
CHANGES IN NET POSITION

Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year Ended June 30,			
	2016	2017	2018	2019
Expenses				
Governmental Activities:				
General government	$5,439,850	$5,671,719	$6,598,992	$5,621,928
Public safety	19,906,577	21,282,999	23,461,443	21,608,132
Highways and streets	2,998,364	2,785,012	3,182,025	2,845,390
Culture and recreation	4,729,514	4,759,282	5,344,942	5,754,393
Urban redevelopment	3,436,088	3,223,265	3,447,979	3,274,118
Interest on long term debt	16,708	5,592	3,169	644
Total Governmental Activities Expenses	36,527,101	37,727,869	42,038,550	39,104,605
Business-Type Activities:				
Sewer Collection	8,251,781	8,251,781	9,087,660	11,292,920
Sewer Treatment	403,386	403,386	517,015	1,121,846
Sewer Connection Fees				
Storm Drainage	1,603,968	1,603,968	1,566,875	1,893,199
Solid Waste	283,045	283,045	338,756	284,968
Total Business-Type Activities Expenses	10,542,180	10,542,180	11,510,306	14,592,933
Total Primary Government Expenses	$47,069,281	$48,270,049	$53,548,856	$53,697,538
Program Revenues				
Governmental Activities:				
Charges for Services:				
General Government	$5,780,785	$8,184,093	$6,868,959	$6,142,052
Public Safety	998,958	1,113,555	1,425,037	1,250,205
Highways and streets	464,902	498,637	490,979	504,891
Culture and recreation	2,629,840	5,997,226	3,250,607	3,589,282
Urban redevelopment	3,860,509	4,701,066	3,692,543	4,104,255
Operating Grants and Contributions	1,861,488	1,767,235	2,175,529	2,196,042
Capital Grants and Contributions	2,746,475	596,190	1,262,562	107,597
Total Government Activities Program Revenues	18,342,957	22,858,002	19,166,216	17,894,324
Business-Type Activities:				
Charges for Services:				
Sewer Collection	9,623,230	10,974,015	10,451,746	11,131,538
Sewer Treatment	3,124,223	3,087,872	3,225,639	3,178,480
Sewer Connection Fees				
Storm drainage	903,147	875,926	886,380	922,892
Solid Waste	443,408	429,212	428,446	457,015
Operating Grants and Contributions		37,862	23,408	15,650
Capital Grants and Contributions				1,708,952
Total Business-Type Activities Program Revenue	14,094,008	15,404,887	15,015,619	17,414,527
Total Primary Government Program Revenues	$32,436,965	$38,262,889	$34,181,835	$35,308,851
Net (Expense)/Revenue				
Governmental Activities	($18,184,144)	($14,869,867)	($22,872,334)	($21,210,281)
Business-Type Activities	2,018,171	4,862,707	3,505,313	2,821,594
Total Primary Government Net Expense	($16,165,973)	($10,007,160)	($19,367,021)	($18,388,687)

* Restated in 2024 to correct the treatment of unavailable revenue related to a loan receivable.

Fiscal Year Ended June 30,					
2020	2021	2022	2023	2024	2025
$8,461,468	$8,168,398	$7,642,172	$4,744,236	$7,896,080	$9,943,846
24,687,962	25,705,962	24,908,569	25,349,206	29,969,262	30,069,345
2,768,906	2,563,851	2,936,535	4,155,398	4,561,468	3,428,876
6,727,967	5,707,179	6,218,434	5,073,656	6,970,771	7,213,669
4,504,187	5,678,182	5,520,422	5,704,749	7,668,966 *	10,006,297
41,615	119,690	107,965	95,990	83,977	71,271
47,192,105	47,943,262	47,334,097	45,123,235	57,150,524	60,733,304
10,066,509	10,760,135	10,634,189	10,491,755	10,507,770	10,939,033
1,376,670	1,370,917	1,437,779	1,908,406	2,037,820	2,291,884
2,119,817	2,056,207	2,190,249	1,717,872	2,113,909	2,272,084
343,075	452,750	502,470	533,852	550,348	517,159
13,906,071	14,640,009	14,764,687	14,651,885	15,209,847	16,020,160
$61,098,176	$62,583,271	$62,098,784	$59,775,120	$72,360,371	$76,753,464
$6,577,974	$8,880,620	$6,161,208	$6,690,833	$7,596,615	$6,721,617
404,688	413,536	370,671	382,813	433,440	432,191
808,673	1,220,787	868,986	623,278	595,756	1,086,707
2,948,206	2,966,339	4,942,718	3,989,155	3,456,619	4,146,501
4,212,747	4,227,537	5,023,122	4,522,634	6,854,360	7,578,577
3,511,589	3,456,820	5,895,499	7,198,319	3,645,448	3,512,823
944,285	1,227,833	1,868,526	1,389,555	4,032,095	986,933
19,408,162	22,393,472	25,130,730	24,796,587	26,614,333	24,465,349
12,711,450	16,273,536	16,360,163	15,330,295	16,684,309	15,656,630
3,196,757	3,181,962	3,142,679	3,142,057	3,147,629	3,148,980
					449,658
969,136	968,969	1,024,532	1,076,079	1,149,248	1,169,948
482,843	489,560	623,030	554,730	599,960	644,235
98,099		58,914	34,146	102,552	
17,458,285	20,914,027	21,209,318	20,137,307	21,683,698	21,069,451
$36,866,447	$43,307,499	$46,340,048	$44,933,894	$48,298,031	$45,534,800
($27,783,943)	($25,549,790)	($22,203,367)	($20,326,648)	($30,536,191)	($36,267,955)
3,552,214	6,274,018	6,444,631	5,485,422	6,473,851	5,049,291
($24,231,729)	($19,275,772)	($15,758,736)	($14,841,226)	($24,062,340)	($31,218,664)

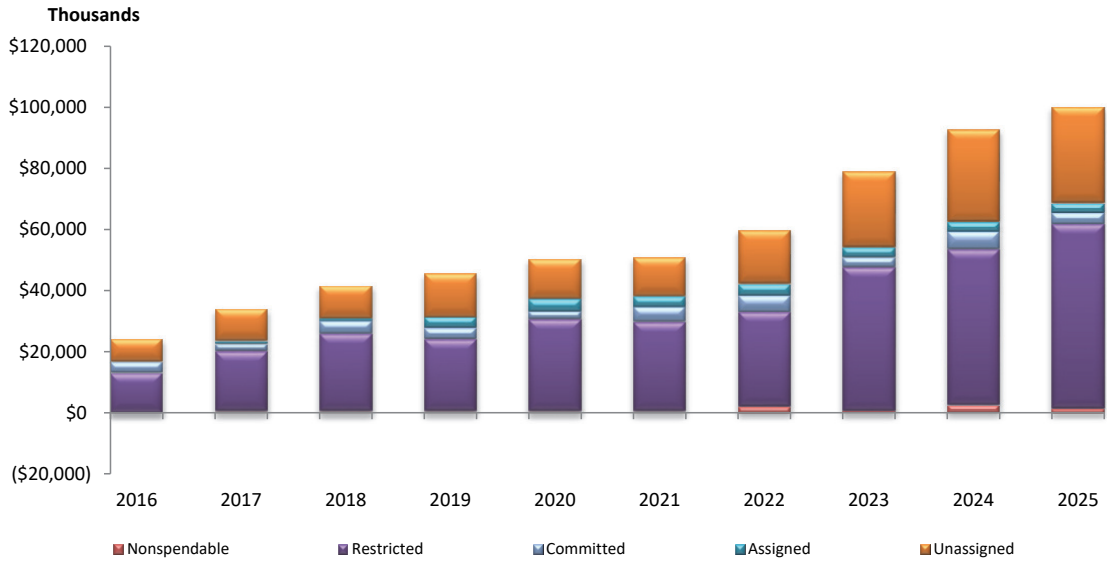
CITY OF BELMONT
CHANGES IN NET POSITION
(continued)
Last Ten Fiscal Years
(Accrual Basis of Accounting)

	Fiscal Year Ended June 30,			
	2016	**2017**	**2018**	**2019**
General Revenues and Other Changes in Net Position				
Governmental Activities:				
Taxes:				
Property taxes	$14,132,122	$15,527,210	$16,894,686	$18,038,474
Incremental property tax				
Sales taxes	3,613,991	3,882,588	5,134,206	5,543,213
Other taxes	3,957,259	3,927,717	4,039,400	4,916,495
Motor vehicle in lieu	2,436,212	2,619,042	2,786,304	2,987,318
Investment earnings and rentals	540,269	588,798	981,525	1,713,215
Miscellaneous/Gain on sale	6,263	3,663	89,454	238,833
Gain on sale of capital assets				
Loss on disposal of capital assets				
Equity in gains/(losses) of joint ventures				(2,580,759)
Transfers	(437,270)			
Extraordinary items				
Total Government Activities	24,248,846	26,549,018	29,925,575	30,856,789
Business-Type Activities:				
Investment earnings	77,370	104,041	489,367	975,602
Miscellaneous	57,142	118	36,854	12,227
Transfers	437,270			
Total Business-Type Activities	571,782	104,159	526,221	987,829
Total Primary Government	$24,820,628	$26,653,177	$30,451,796	$31,844,618
Change in Net Position				
Governmental Activities	$6,064,702	$11,679,151	$7,053,241	$9,646,508
Business-Type Activities	2,589,953	4,966,866	4,031,534	3,809,423
Total Primary Government	$8,654,655	$16,646,017	$11,084,775	$13,455,931

Fiscal Year Ended June 30,					
2020	2021	2022	2023	2024	2025
$19,236,918	$20,132,097	$20,468,903	$25,203,194	$26,680,829	$27,928,782
5,128,787	5,969,774	6,602,318	6,691,999	6,452,130	6,431,619
5,177,005	2,693,563	3,905,904	5,294,944	5,866,953	5,739,480
3,076,967	1,943,403	2,833,129	4,683,087	2,867,799	3,637,752
1,680,176	280,325	(166,620)	1,937,786	5,415,938	5,377,833
7,550	727	12,680	197,129	197,691	17,855
		4,050,000	2,148,468		
	405,493		551,157		
(1,367,824)				(395,601)	(1,170,425)
32,939,579	31,425,382	37,706,314	46,707,764	47,085,739	47,962,896
1,115,042	126,076	(53,021)	1,275,157	2,587,536	2,930,091
	79,045	67,983	192,071	285,854	371,933
1,367,824				395,601	1,170,425
2,482,866	205,121	14,962	1,467,228	3,268,991	4,472,449
$35,422,445	$31,630,503	$37,721,276	$48,174,992	$50,354,730	$52,435,345
$5,155,636	$5,875,592	$15,502,947	$26,381,116	$16,549,548	$11,694,941
6,035,080	6,479,139	6,459,593	6,952,650	9,742,842	9,521,740
$11,190,716	$12,354,731	$21,962,540	$33,333,766	$26,292,390	$21,216,681

CITY OF BELMONT
FUND BALANCES OF GOVERNMENTAL FUNDS

Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)



	Fiscal Year Ended June 30,				
	2016	**2017**	**2018**	**2019**	**2020**
General Fund					
Nonspendable		$627,500	$641,355	$641,115	$641,273
Restricted		251,184	1,879,332		
Committed				2,903,606	2,101,292
Assigned	$1,507,974				
Unassigned	7,540,974	10,500,188	10,683,682	14,204,643	12,995,874
Total General Fund	$9,048,948	$11,378,872	$13,204,369	$17,749,364	$15,738,439
All Other Governmental Funds					
Restricted	$13,099,725	$19,239,022	$23,400,819		
Committed	(140,892)	936,200	784,403	$23,504,778	$30,017,035
Assigned	2,111,572	2,289,075	4,116,485	658,745	443,069
Unassigned				3,602,036	4,070,714
Total all other governmental funds	$15,070,405	$22,464,297	$28,301,707	$27,765,559	$34,530,818

	Fiscal Year Ended June 30,					
	2021	**2022**	**2023**	**2024**	**2025**	
General Fund						
Nonspendable	$639,099	$376,537	$674,455	$748,984	$1,382,928	
Restricted			4,869,244	2,178,855	5,029,901	
Committed	3,751,162	2,938,455		2,285,493		
Assigned						
Unassigned	12,759,010	17,636,404	24,978,496	30,253,785	31,602,484	
Total General Fund	$17,149,271	$20,951,396	$30,522,195	$35,467,117	$38,015,313	(a)
All Other Governmental Funds						
Nonspendable		$1,736,353		$1,879,873	$49,550	
Restricted	$29,119,357	30,977,682	$42,245,964	48,715,959	55,383,245	
Committed	1,190,051	2,422,303	3,159,153	3,546,599	3,654,253	
Assigned	3,335,478	3,698,561	3,225,895	3,014,857	3,018,364	
Total all other governmental funds	$33,644,886	$38,834,899	$48,631,012	$57,157,288	$62,105,412	(a)

(a) The change in total fund balance for the General Fund and other governmental funds is explained in Management's Discussion and Analysis.

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CITY OF BELMONT
CHANGES IN FUND BALANCE OF GOVERNMENTAL FUNDS

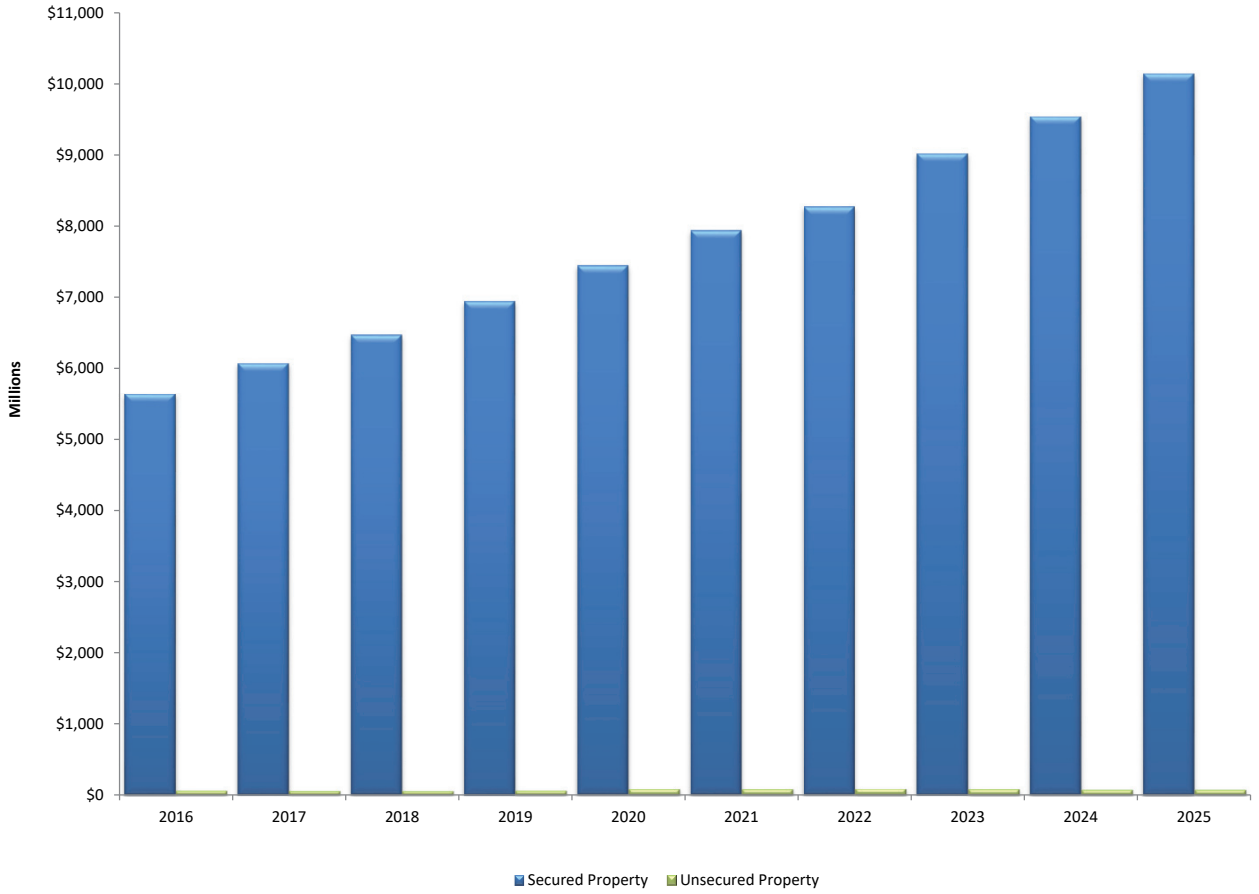
Last Ten Fiscal Years
(Modified Accrual Basis of Accounting)

	Fiscal Year Ended June 30,			
	2016	2017	2018	2019
Revenues				
Taxes	$22,462,269	$24,901,868	$27,919,446	$30,101,322
Licenses and permits	2,085,424	2,800,954	2,317,393	2,026,047
Fines and forfeitures	234,582	168,763	216,183	164,265
Use of money and property	599,818	759,981	1,228,596	1,947,782
Intergovernmental	5,496,855	4,819,712	4,975,667	5,611,404
Charges for current services	8,574,373	14,587,389	9,890,785	10,296,325
Miscellaneous	1,387,317	937,673	2,069,817	609,958
Total Revenues	40,840,638	48,976,340	48,617,887	50,757,103
Expenditures				
Current:				
General government	4,300,780	4,955,053	5,151,403	5,563,535
Public safety	19,872,825	21,056,427	22,788,288	25,312,692
Highways and streets	1,814,166	1,909,799	1,935,535	2,115,327
Culture and recreation	4,525,998	5,038,819	5,274,846	5,766,923
Urban redevelopment	3,442,355	3,495,988	3,358,362	3,362,011
Capital outlay	3,390,421	3,828,413	1,382,112	5,316,611
Debt service:				
Principal	55,316	57,641	60,064	30,972
Interest and fiscal charges	16,708	5,592	3,169	644
Total Expenditures	37,418,569	40,347,732	39,953,779	47,468,715
Excess (deficiency) of revenues over (under) expenditures	3,422,069	8,628,608	8,664,108	3,288,388
Other Financing Sources (Uses)				
Transfers in	1,984,813	1,697,887	5,931,220	2,671,111
Transfers (out)	(4,869,841)	(1,834,158)	(6,932,421)	(1,963,685)
Gain (loss) from sale of capital assets				
Proceeds from sale of capital assets	686,750	8,000		13,033
Proceeds of debt issuance				
Total other financing sources (uses)	(2,198,278)	(128,271)	(1,001,201)	720,459
Net Change in fund balances	$1,223,791	$8,500,337	$7,662,907	$4,008,847
Debt service as a percentage of noncapital expenditures	1.4%	0.2%	0.2%	0.1%

Fiscal Year Ended June 30,					
2020	2021	2022	2023	2024	2025
$32,173,339	$33,671,449	$35,877,026	$44,533,834	$44,253,416	$46,149,142
2,156,235	3,421,169	3,412,657	3,549,928	4,528,013	4,421,806
160,211	170,105	156,422	139,859	158,740	112,389
2,070,593	1,021,749	292,841	2,221,374	5,728,868	5,590,566
6,106,124	1,677,393	6,006,905	6,141,065	5,687,724	2,340,604
10,012,330	12,337,351	12,481,949	11,023,716	12,695,707	13,824,428
236,306	1,411,931	297,432	445,528	172,701	219,436
52,915,138	53,711,147	58,525,232	68,055,304	73,225,169	72,658,371
6,251,896	6,894,135	5,750,762	5,735,226	6,526,423	7,496,905
24,684,871	25,665,084	25,760,691	27,048,944	28,212,132	29,052,549
2,312,159	2,361,710	2,001,625	2,232,006	2,502,394	2,365,460
5,897,618	5,414,402	5,358,664	5,647,578	6,378,648	7,327,459
4,400,315	5,491,628	5,219,975	6,255,312	11,095,267	9,390,155
8,912,121	6,569,459	7,558,546	4,041,326	6,327,068	11,750,702
292,385	548,310	560,035	572,010	584,023	596,729
41,615	119,690	107,965	95,990	83,977	71,271
52,792,980	53,064,418	52,318,263	51,628,392	61,709,932	68,051,230
122,158	646,729	6,206,969	16,426,912	11,515,237	4,607,141
4,740,278	2,355,020	6,252,414	3,861,938	8,805,706	12,948,617
(6,108,102)	(2,476,849)	(7,517,245)	(3,861,938)	(6,849,745)	(9,036,397)
		4,050,000	2,940,000		(1,023,041)
6,000,000					
4,632,176	(121,829)	2,785,169	2,940,000	1,955,961	2,889,179
$4,754,334	$524,900	$8,992,138	$19,366,912	$13,471,198	$7,496,320
0.1%	1.4%	1.5%	1.4%	1.2%	1.2%

CITY OF BELMONT
ASSESSED VALUE OF TAXABLE PROPERTY

Last Ten Fiscal Years



Fiscal Year Ended June 30	Secured Property (a) Assessed Value	Secured Property (a) Estimated Actual Value	Unsecured Property Assessed Value	Unsecured Property Estimated Actual Value	Total Assessed Value (b)	Total Estimated Actual Value (b)	Assessed to Estimated Actual Value	Increased From Prior Year	Total Direct Tax Rate (c)
2016	$5,648,901,772	$5,648,901,772	$63,091,530	$63,091,530	$5,711,993,302	$5,711,993,302	100%	8.28%	1%
2017	6,077,587,115	6,077,587,115	57,759,601	57,759,601	6,135,346,716	6,135,346,716	100%	7.41%	1%
2018	6,477,809,867	6,477,809,867	56,079,812	56,079,812	6,533,889,679	6,533,889,679	100%	6.50%	1%
2019	6,951,922,956	6,951,922,956	62,126,944	62,126,944	7,014,049,900	7,014,049,900	100%	7.35%	1%
2020	7,453,883,672	7,453,883,672	87,805,614	87,805,614	7,541,689,286	7,541,689,286	100%	7.52%	1%
2021	7,946,879,729	7,946,879,729	85,078,190	85,078,190	8,031,957,919	8,031,957,919	100%	6.50%	1%
2022	8,281,898,247	8,281,898,247	93,084,659	93,084,659	8,374,982,906	8,374,982,906	100%	4.27%	1%
2023	9,028,158,925	9,028,158,925	85,529,004	85,529,004	9,113,687,929	9,113,687,929	100%	8.82%	1%
2024	9,550,802,070	9,550,802,070	75,405,106	75,405,106	9,626,207,176	9,626,207,176	100%	5.62%	1%
2025	10,153,262,400	10,153,262,400	74,632,093	74,632,093	10,227,894,493	10,227,894,493	100%	6.25%	1%

SOURCES: SAN MATEO COUNTY CONTROLLER

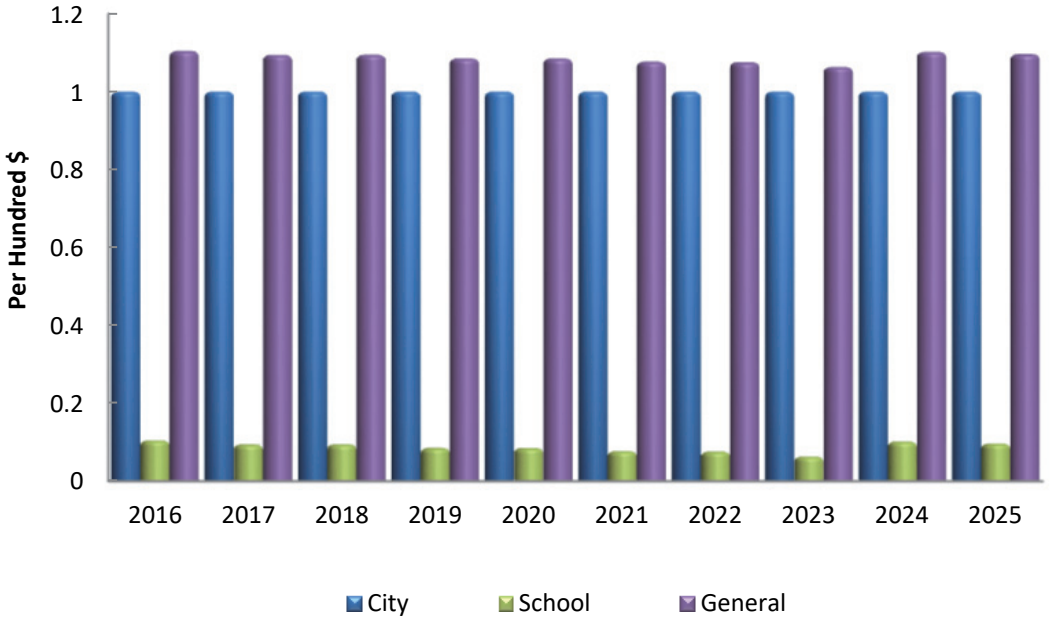
(a) Secured Property includes State Board Roll

(b) The State Constitution requires property to be assessed at one hundred percent of the most recent purchase price, plus an increment of no more than two percent annually, plus any local over-rides. These values are considered to be full market values.

(c) California cities do not set their own direct tax rate. The state constitution establishes the rate at 1% and allocates a portion of that amount, by an annual calculation, to all the taxing entities within a tax rate area. The City of Belmont encompasses more than 15 tax rate areas.

CITY OF BELMONT
DIRECT AND OVERLAPPING PROPERTY TAX RATES

Last Ten Fiscal Years



Fiscal Year	City of Belmont	School Districts	Total
2016	1.0000	0.1046	1.1046
2017	1.0000	0.0944	1.0944
2018	1.0000	0.0948	1.0948
2019	1.0000	0.0854	1.0854
2020	1.0000	0.0852	1.0852
2021	1.0000	0.0771	1.0771
2022	1.0000	0.0759	1.0759
2023	1.0000	0.0632	1.0632
2024	1.0000	0.1018	1.1018
2025	1.0000	0.0965	1.0965

Source: San Mateo County Controller - Rates are per $100 of assessed value.

CITY OF BELMONT
PRINCIPAL PROPERTY TAXPAYERS

Current Year and Ten Years Ago

	2024-25			2015-16		
Taxpayer	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value	Taxable Assessed Value	Rank	Percentage of Total City Taxable Assessed Value
Artisan Crossing LLC	$132,473,854	1	1.30%			
PMI Belmont II LLC	127,714,052	2	1.26%			
601 Clipper Operating LLC	99,954,729	3	0.98%			
CP VII 815 Belmont LLC	97,229,600	4	0.96%			
1 Shoreway Owner LLC	93,896,100	5	0.92%			
B9 Island Parkway LLC	76,235,412	6	0.75%			
Catania Limited Partnership	57,362,802	7	0.56%			
Belmont Hotels LLC	54,343,831	8	0.54%			
Nikon Precision Inc.	41,797,858	9	0.41%	$41,763,924	2	0.74%
Safeway Inc.	39,868,372	10	0.39%			
Bit Holdings 600 Clipper LP				61,096,802	1	1.08%
Carlmont Woods II LLC				35,534,459	3	0.63%
Oracle Corporation				33,697,159	4	0.60%
Prime Old County LP				30,890,745	5	0.55%
SSL Landlord LLC				27,590,715	6	0.49%
Grand Prix Belmont LLC				24,401,468	7	0.43%
CP IV Davey Glen LLC				24,308,682	8	0.43%
ECI Two Belmont LLC				22,590,735	9	0.40%
SRE California-3 LLC				17,572,270	10	0.31%
Subtotal	$820,876,610		8.08%	$319,446,959		5.66%

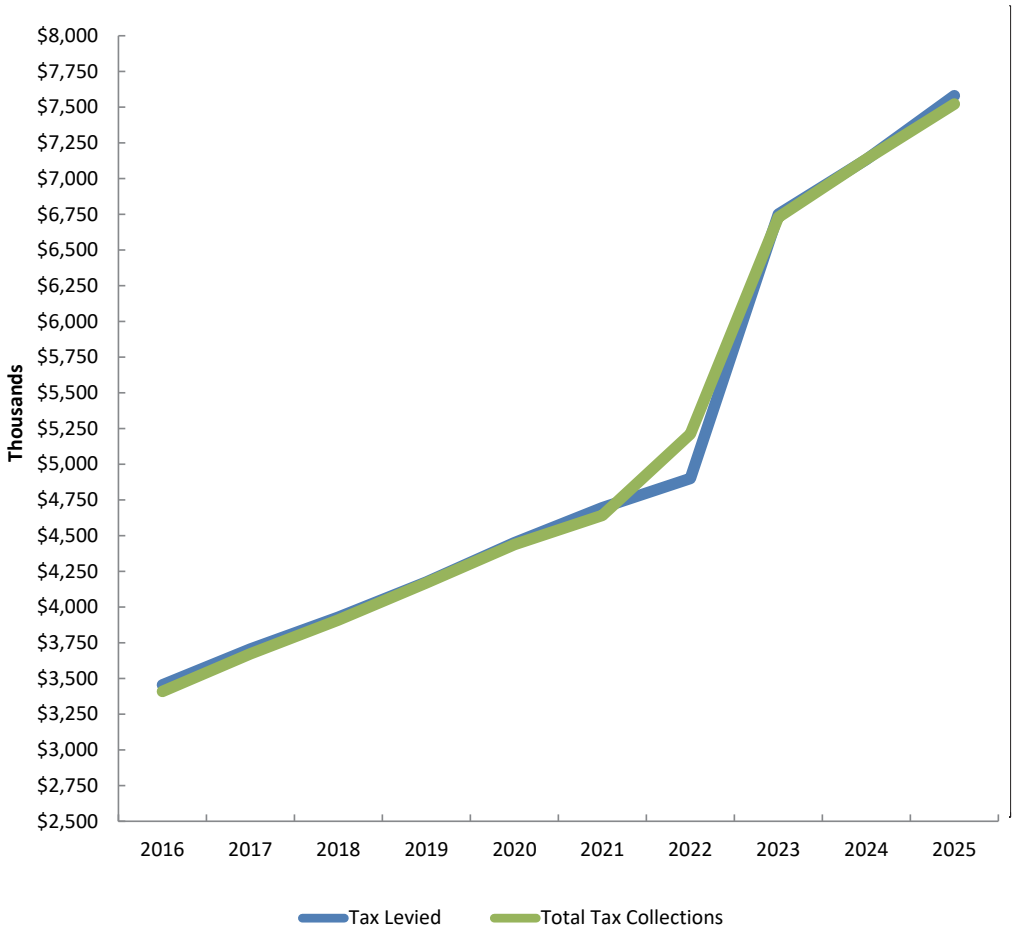
Total Net Assessed Valuation:

Fiscal Year 2024-25	$10,153,262,400
Fiscal Year 2015-16	$5,648,901,772

Source: County of San Mateo Assessor's Office Fiscal Year Combined Secured Tax Rolls via HdL Companies

CITY OF BELMONT
PROPERTY TAX LEVIES AND COLLECTIONS

Last Ten Fiscal Years



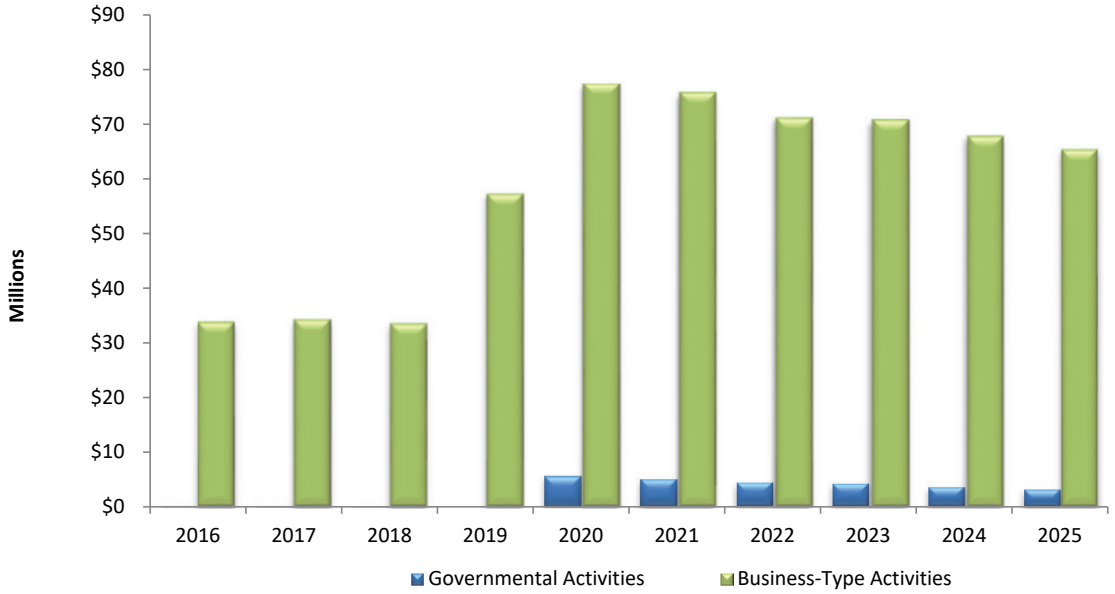
Fiscal Year	Total Tax Levy (1)	Current Tax Collections (2)	Percent of Levy Collected (a)	Total Tax Collections	Percent of Total Tax Collections to Tax Levy
2016	$3,455,413	$3,409,309	98.67%	$3,409,309	98.67%
2017	3,706,404	3,672,355	99.08%	3,672,355	99.08%
2018	3,928,687	3,909,998	99.52%	3,909,998	99.52%
2019	4,174,608	4,169,363	99.87%	4,169,363	99.87%
2020	4,450,637	4,437,632	99.71%	4,437,632	99.71%
2021	4,695,353	4,641,802	98.86%	4,641,802	98.86%
2022	4,900,439	5,211,925 (b)	106.36% (b)	5,211,925	106.36%
2023	6,751,183	6,729,238	99.67%	6,729,238	99.67%
2024	7,134,020	7,135,598	100.02%	7,135,598	100.02%
2025	7,580,496	7,521,978	99.23%	7,521,978	99.23%

Source: (1) San Mateo County Controller.
(2) City of Belmont General Ledger

Note: Current tax collections beginning in 1993 have been reduced by a mandatory tax reallocation imposed by the State of California.
(a) During fiscal year 1995, the County began providing the City 100% of its tax levy under an agreement which allows the County to keep all interest and delinquency charges collected.
(b) Includes $345,855 received for Belmont RDA dissolution that was not in tax levy.

CITY OF BELMONT
RATIO OF OUTSTANDING DEBT BY TYPE

Last Ten Fiscal Years



	Governmental Activities			
Fiscal Year	Notes	Leases	Subscription Liabilities	Total
2016	$147,677			$147,677
2017	91,036			91,036
2018	30,972			30,972
2019	0			0
2020	5,707,615			5,707,615
2021	5,159,305			5,159,305
2022	4,599,270			4,599,270
2023		$4,027,260	$352,474	4,379,734
2024		3,443,237	308,493	3,751,730
2025		2,846,508	454,537	3,301,045

	Business-Type Activities				
Fiscal Year	Sewer Revenue and Obligation Bonds	Total	Total Primary Government	Percentage of Assessed Valuation (a)	Per Capita (a)
2016	$33,920,000	$33,920,000	$34,067,677	0.60%	$1,233.98
2017	34,376,186	34,376,186	34,467,222	0.56%	1,260.55
2018	33,615,381	33,615,381	33,646,353	0.51%	1,228.51
2019	57,279,454	57,279,454	57,279,454	0.82%	2,107.88
2020	77,449,650	77,449,650	83,157,265	1.10%	3,118.12
2021	75,851,407	75,851,407	81,010,712	1.01%	2,936.55
2022	71,166,164	71,166,164	75,765,434	0.90%	2,785.19
2023	70,837,921	70,837,921	75,217,655	0.83%	2,807.36
2024	67,828,677	67,828,677	71,580,407	0.74%	2,657.92
2025	65,370,435	65,370,435	68,671,480	0.67%	2,434.64

Note : Debt amounts include premiums, discounts, or other amortization amounts.

Sources: City of Belmont
State of California, Department of Finance (population)
U.S. Department of commerce, Bureau of the Census (income)

(a) (Demographic Statistics) for assessed value and population data.

CITY OF BELMONT
COMPUTATION OF DIRECT AND OVERLAPPING DEBT

June 30, 2025

2024-25 Assessed Valuation	$10,227,894,493

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT	Total Debt June 30, 2025	% Applicable (1)	City's Share of Debt June 30, 2025
City of Belmont	**$3,301,045**	**100.000%**	**$3,301,045**
Total Direct Debt	**$3,301,045**		**$3,301,045**
San Mateo Community College District	$655,171,697	3.152%	$20,651,012
Sequoia Union High School District	449,512,000	7.360%	33,084,083
Belmont-Redwood Shores School District	124,104,335	50.461%	62,624,288
Belmont-Redwood Shores School District			
Belmont School Facilities Improvement District	38,785,685	81.930%	31,777,112
Belmont-Redwood Shores School District			
Redwood Shores School Facilities Improvement District	14,630,000	7.717%	1,128,997
Midpeninsula Regional Open Space District	114,920,000	0.031%	35,625
City of Belmont Community Facilities District No. 2000-1	3,190,000	100.000%	3,190,000
Total Overlapping Debt	1,400,313,717		152,491,117
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT	$1,403,614,762		$155,792,162
OVERLAPPING GENERAL FUND DEBT:			
San Mateo County General Fund Obligations	$530,970,772	3.152%	$16,736,199
San Mateo County Board of Education Certificates of Participation	5,330,000	3.152%	168,002
Belmont-Redwood Shores School District General Fund Obligations	4,494,140	50.461%	2,267,788
Midpeninsula Regional Open Space District General Fund Obligations	74,065,600	0.031%	22,960
San Mateo County Mosquito and Vector Control District General Fund Obligations	3,185,295	3.152%	100,400
TOTAL OVERLAPPING GENERAL FUND DEBT	$618,045,807		$19,295,349
COMBINED TOTAL DEBT			$175,087,511 (2)

(1) The percentage of overlapping debt applicable to the City is estimated using taxable assessed property value. Applicable percentages were estimated by determining the porting of the overlapping district's assessed value that is within the boundaries of the City divided by the district's total taxable assessed value.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, and mortgage revenue bonds.

RATIOS TO 2024-25 ASSESSED VALUATION:	
Direct Debt	0.03%
Combined Direct Debt	1.71%
Total Net Direct and Overlapping Tax and Assessment Debt	1.52%

CITY OF BELMONT
COMPUTATION OF LEGAL BONDED DEBT MARGIN

June 30, 2025

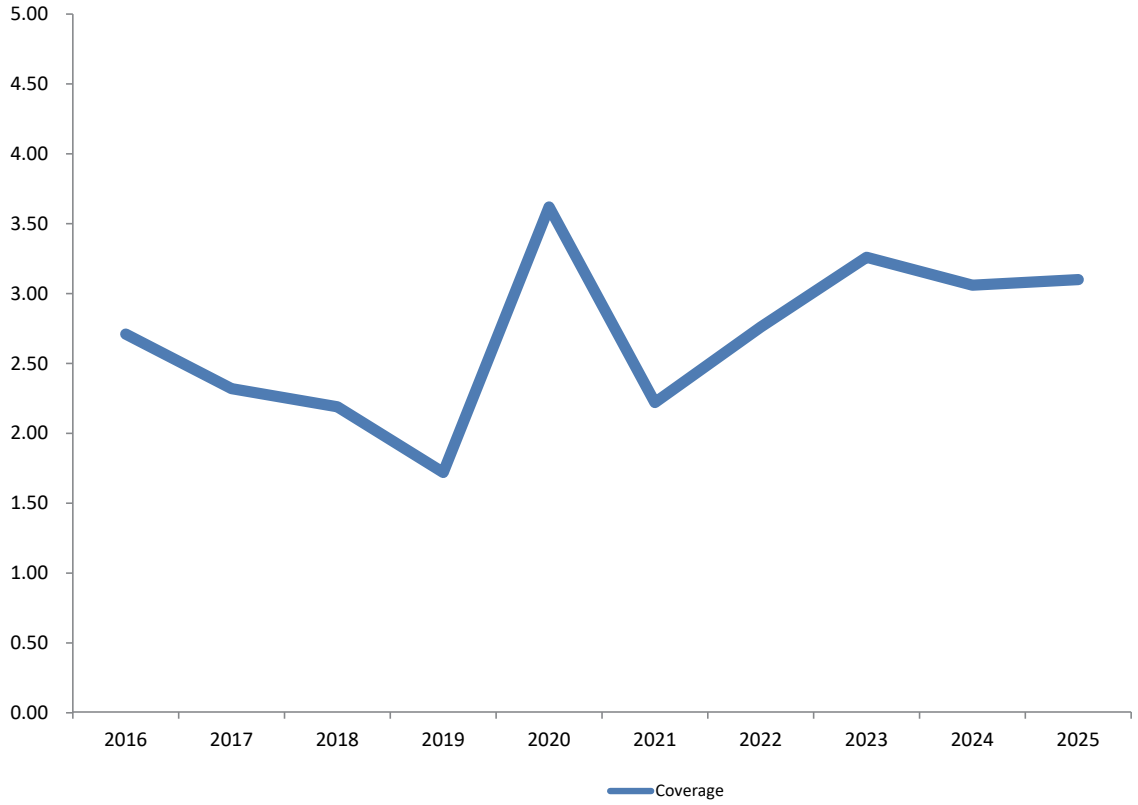
ASSESSED VALUATION:		
Secured property assessed value, net of exempt real property	$10,227,894,493	
BONDED DEBT LIMIT (3.75% OF ASSESSED VALUE) (a)		$383,546,043
AMOUNT OF DEBT SUBJECT TO LIMIT:		
Total Bonded Debt	$0	
Less Tax Allocation Bonds and Sales Tax Revenue Bonds, Certificate of Participation not subject to limit	$0	
Amount of debt subject to limit		$0
LEGAL BONDED DEBT MARGIN		$383,546,043

Fiscal Year	Debt Limit	Total Net Debt Applicable to Limit	Legal Debt Margin	Total net debt applicable to the limit as a percentage of debt limit
2016	$214,199,749		$214,199,749	
2017	230,075,502		230,075,502	
2018	246,378,145		246,378,145	
2019	264,366,934		264,366,934	
2020	284,140,706		284,140,706	
2021	302,531,239		302,531,239	
2022	315,395,096		315,395,096	
2023	343,075,522		343,075,522	
2024	362,282,144		362,282,144	
2025	383,546,043		383,546,043	

NOTE:

(a) California Government Code, Section 43605 sets the debt limit at 15%. The Code section was enacted prior to the change in basing assessed value to full market value when it was previously 25% of market value. Thus, the limit shown as 3.75% is one-fourth the limit to account for the adjustment of showing assessed valuation at full cash value. Limits presented from prior years have been adjusted for this methodology.

CITY OF BELMONT
HISTORIC OPERATING RESULTS – DEBT SERVICE AND COVERAGE RATIOS
2016 SEWER REVENUE AND SEWER REFUNDING REVENUE BONDS (2001 AND 2006 SEWER REVENUE BONDS), AND 2019 SEWER REVENUE BONDS
Last Ten Fiscal Years



Fiscal Year (1)	System Revenues (2)	Operating & Maintenance Expenditures (3)	Net System Revenues	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2016	$9,101,597	$6,013,171	$3,088,426	$405,000	$736,145	$1,141,145	2.71
2017	9,470,233	6,577,227	2,893,006	485,000	762,279	1,247,279	2.32
2018	10,311,885	7,287,562	3,024,323	505,000	876,271	1,381,271	2.19
2019	10,850,538	8,473,802	2,376,736	520,000	860,896	1,380,896	1.72
2020	12,468,348	6,486,172	5,982,176	540,000	1,113,827	1,653,827	3.62
2021	12,572,930	7,257,702	5,315,228	735,000	1,662,471	2,397,471	2.22
2022	13,995,360	7,115,757	6,879,603	865,000	1,625,446	2,490,446	2.76
2023	14,822,694	6,719,728	8,102,966	900,000	1,587,371	2,487,371	3.26
2024	14,998,231	7,398,356	7,599,875	940,000	1,544,446	2,484,446	3.06
2025	15,529,099	7,812,042	7,717,057	990,000	1,496,155	2,486,155	3.10

Notes:

(1) Beginning in 2016, only sewer collection fund activities included.

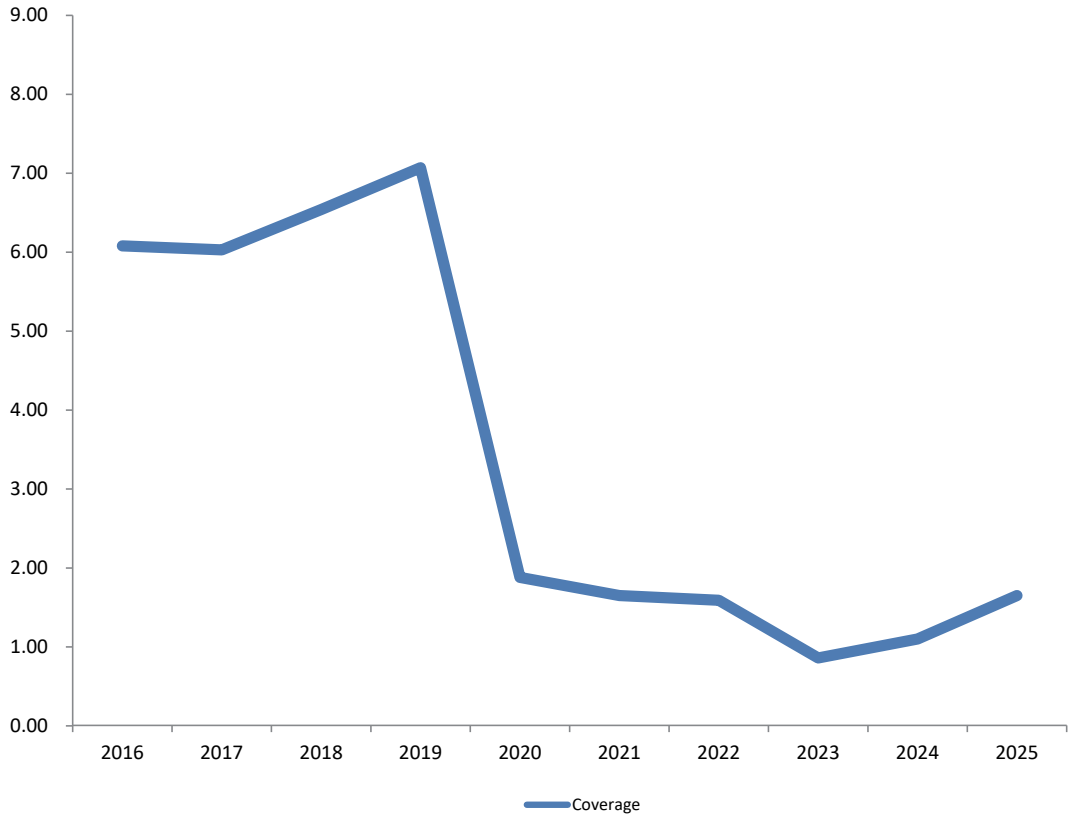
(2) Beginning in 2016, includes sewer service charges and all other income, excluding interest earned, income on joint ventures, connection fees and other income pursuant to Installment Purchase Agreement dated March 1, 2016.

(3) Beginning in 2016, includes reasonable and necessary costs for maintaining and operating sewer system, excluding parity debt, capital improvements, depreciation and other costs pursuant to Installment Purchase Agreement dated March 1, 2016

Source: City of Belmont Annual Financial Statements

CITY OF BELMONT
REVENUE BOND COVERAGE
2018 SEWER TREATMENT FACILITY REVENUE BONDS AND
2022 SEWER TREATMENT FACILITY OBLIGATIONS (2009A SEWER REVENUE BONDS)

Last Ten Fiscal Years



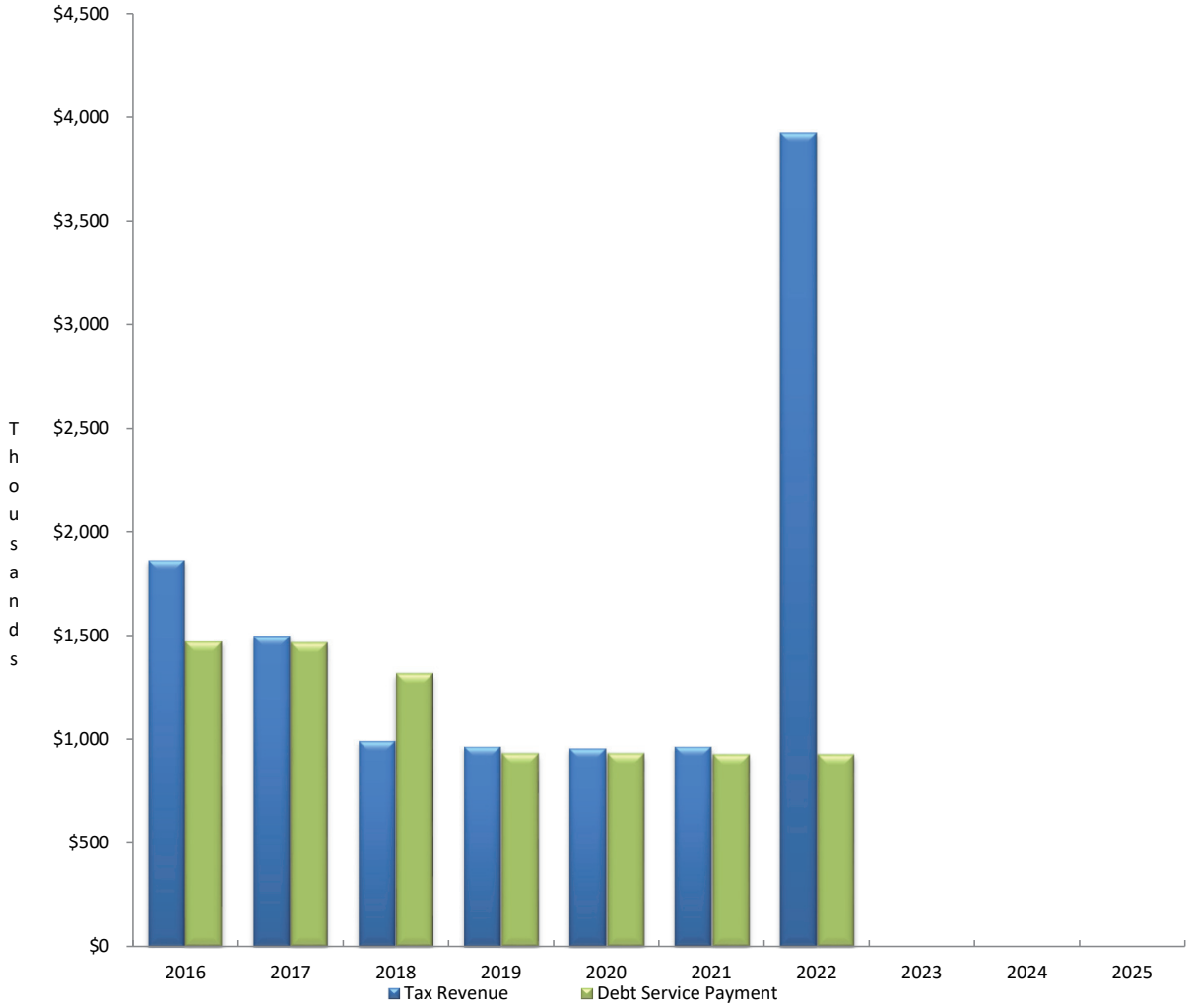
Fiscal Year	Sewer Treatment Facility Gross Revenue	Expenses	Net Revenue Available for Debt Service	Debt Service Requirements			Coverage
				Principal	Interest	Total	
2016	$3,124,790	$83,594	$3,041,196	$165,000	$335,257	$500,257	6.08
2017	3,093,423	75,282	3,018,141	170,000	330,232	500,232	6.03
2018	3,288,125	18,489	3,269,636	175,000	325,057	500,057	6.54
2019	3,611,952	77,591	3,534,361	180,000	319,732	499,732	7.07
2020	3,621,986	90,354	3,534,361	385,000	1,497,313	1,882,313	1.88
2021	3,207,534	126,823	3,080,711	535,000	1,329,209	1,864,209	1.65
2022	3,128,640	125,473	3,003,167	555,000	1,329,209	1,884,209	1.59
2023	3,307,130	894,849	2,412,281	1,695,000	1,105,029	2,800,029	0.86
2024	3,481,339	363,564	3,117,775	1,741,000	1,105,029	2,846,029	1.10
2025	3,762,153	146,936	3,615,217	1,140,000	1,048,285	2,188,285	1.65

Notes: Debt service on the 2018 bonds did not begin until August 2019.
The 2022 Obligations refunded the 2009A Bonds and debt service on the 2022 Obligations did not begin until August 2022.

Source: City of Belmont Annual Financial Statements

CITY OF BELMONT
BONDED DEBT PLEDGED REVENUE COVERAGE
SUCCESSOR AGENCY (INCLUDING FORMER REDEVELOPMENT AGENCY BONDS)

Last Ten Fiscal Years



Fiscal Year	Tax Revenue (a)	Debt Service Requirements Principal	Interest	Total	Coverage
2016	$1,865,275	$1,125,000	$347,079	$1,472,079	1.27
2017	1,498,633	1,160,000	307,056	1,467,056	1.02
2018	992,433	1,050,000	268,552	1,318,552	0.75
2019	966,582	695,000	238,235	933,235	1.04
2020	956,855	720,000	213,518	933,518	1.02
2021	966,457	740,000	188,015	928,015	1.04
2022	3,922,881	740,000 (a)	188,015 (a)	928,015	4.23
2023	(b)				
2024	(b)				
2025	(b)				

Notes:

(a) Tax Increment Revenues are no longer allocated to Redevelopment Agencies, effective January 31, 2012. Effective February 1, 2012, the Successor Agency had assumed all obligations of the Redevelopment Agency. Pursuant to law, the Successor Agency receives Real Property Tax Trust Funds Allocations to finance its activities including debt service on obligations of the former Redevelopment Agency.

(b) The Bonds were defeased during fiscal year 2022.

Source: City of Belmont Annual Financial Statements

CITY OF BELMONT
SEWER SYSTEM
SUMMARY STATEMENT OF HISTORICAL
REVENUE AND EXPENDITURES
Last Ten Fiscal Years

	Notes	Fiscal Year Ended June 30, 2016	2017	2018	2019	2020
REVENUES						
Charges for services		$9,092,502	$9,413,671	$10,311,885	$10,850,538	$12,468,348
Connection charges	(1)	428,116	1,503,782	60,125	49,272	60,124
Miscellaneous revenues (charges)		9,095	118		1,708,958	0
Interest revenue	(1)	75,252	90,353	388,306	481,193	632,309
Joint venture interest	(1)	(2,265,589)	(240,494)	(228,686)	(585,866)	(652,586)
Total Revenues		7,339,376	10,767,430	10,531,630	12,504,095	12,508,195
EXPENSES						
Personnel services		1,232,220	1,589,589	2,047,229	1,785,140	1,233,263
Supplies, materials and services		4,780,951	4,987,638	5,240,333	6,688,662	5,252,909
Sewer treatment services						
Interest expense	(1)	1,059,926	719,883	771,944	780,887	1,385,791
Total Expenses		7,073,097	7,297,110	8,059,506	9,254,689	7,871,963
Net Operating Transfers In (Out)	(1),(2)	(1,285,187)	(824,580)	(1,312,423)	0	(325,000)
NET REVENUES		($1,018,908)	$2,645,740	$1,159,701	$3,249,406	$4,311,232
Less adjustments		$0	$190,822	$1,864,622	$836,288	$1,670,944
AMOUNTS AVAILABLE FOR DEBT SERVICE		($1,018,908)	$2,836,562	$3,024,323	$4,085,694	$5,982,176

		Fiscal Year Ended June 30, 2021	2022	2023	2024	2025
REVENUES						
Charges for services		$12,572,930	$13,995,360	$14,822,694	$14,998,231	$15,529,099
Connection charges	(1)	3,603,551	2,255,284	180,373	1,539,176	0
Miscellaneous revenues (charges)		125	0	9,128	83,132	18,586
Interest revenue	(1)	86,058	(45,649)	1,051,575	2,169,189	2,535,199
Joint venture interest	(1)	(677,611)	(723,609)	(717,644)	0	0
Total Revenues		15,585,053	15,481,386	15,346,126	18,789,728	18,082,884
EXPENSES						
Personnel services		1,478,448	1,709,147	1,238,959	1,932,236	2,201,780
Supplies, materials and services		5,779,254	5,406,610	5,480,769	5,466,120	5,610,262
Sewer treatment services						
Interest expense	(1)	1,424,429	1,387,174	1,348,454	1,302,132	1,252,840
Total Expenses		8,682,131	8,502,931	8,068,182	8,700,488	9,064,882
Net Operating Transfers In (Out)	(1),(2)	(8,334)	(98,948)	(32,851)	395,600	(886,382)
NET REVENUES		$6,894,588	$6,879,507	$7,245,093	$10,484,840	$8,131,620
Less adjustments (1), (2)		($1,579,235)	$96	$867,001	($2,801,833)	($395,977)
AMOUNTS AVAILABLE FOR DEBT SERVICE		$5,315,353	$6,879,603	$8,112,094	$7,683,007	$7,735,643

Notes:
(1) Not included in System Revenues under the Installment Purchase Agreement, beginning March 1, 2016.
(2) Includes transfers for storm drain improvements that mitigate infiltration and intrusion into the sewage system.

Source: City of Belmont

CITY OF BELMONT
TEN LARGEST USERS OF THE SEWER SYSTEM

User		Type	Fiscal Year 2024-25 Revenues*
Prime Old County LP	040-271-380	Multifamily Residential	$294,298
PMI Belmont II LLC	Various	Multifamily Residential	235,587
McLellan Estate Co	040-290-320	Multifamily Residential	211,362
The McLellan Company	040-246-300	Multifamily Residential	167,079
Timberlane Apartments Partnership LP	045-373-150	Multifamily Residential	125,561
Crestview South Apartments LLC	040-261-370	Multifamily Residential	119,641
Catania Limited Partnership	Various	Multifamily Residential	116,000
Continentals Belmont Partnership	045-372-130	Shopping Center	109,057
Carlmont Heights LLC	045-030-240	Multifamily Residential	107,460
Carlmont Village Shopping Center	Various	Shopping Center	93,534

* Includes Base and Flow Charges
Source: City of Belmont
Required per 2016 Sewer Revenue Bonds Continuing Disclosure.

NUMBER OF SEWER SERVICE USERS

User Type	2016	2017	2018	2019	2020
All Users	8,239	8,240	8,240	8,248	8,253
	2021	**2022**	**2023**	**2024**	**2025**
All Users	8,342	8,345	8,340	8,341	8,342

(1) Decline due to a change from a flat rate to a metered rate system.

SEWER SERVICE REVENUES BY CLASS OF USER
June 30, 2025

User Class	Revenue	Percent
Single Family & Multiple Family Residential	$13,689,524	88.11%
Commercial/Institutional	1,847,326	11.89%
Total Revenue	$15,536,850	100.00%

Source: nbsgov.com

CITY OF BELMONT
SCHEDULE OF BUDGETED & PROJECTED
SEWER TREATMENT FACILITY CHARGES
AND ASSOCIATED DEBT SERVICE

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25
Sewer Treatment Facility Charges Revenue [(A)]	$3,181,962	$3,142,679	$3,142,057	$3,147,630	$3,148,980
Debt Service Series 2009A Bonds [(B)]	(505,436)	(508,836)			
Debt Service 2022 Sewer Treatment Facility Obligations			(1,409,904)	(1,440,923)	(797,659)
Debt Service Series 2018 Bonds	(1,390,750)	(1,388,375)	(1,390,125)	(1,390,875)	(1,390,625)
Surplus, after debt service	1,285,776	1,245,468	342,028	315,833	960,696
Debt Service Coverage Ratio	167.809%	165.647%	112.215%	111.153%	143.902%

Fiscal Year	2025-26	2026-27	2027-28	2028-29	2029-30
Sewer Treatment Facility Charges Revenue [(A)]	$3,211,960	$3,276,199	$3,341,723	$3,408,557	$3,515,534
Debt Service 2022 Sewer Treatment Facility Obligations	(796,911)	(797,818)	(333,412)	(336,769)	(336,769)
Debt Service Series 2018 Bonds	(1,389,375)	(1,387,125)	(1,388,750)	(1,384,250)	(1,384,250)
Surplus, after debt service	1,025,675	1,091,256	1,619,561	1,687,539	1,794,515
Debt Service Coverage Ratio	146.914%	149.944%	194.042%	198.055%	204.270%

[(A)] Not including amounts on deposit in the Rate Stabilization Fund.
If such amounts were added to revenues, debt service coverage would be higher than shown.
[(B)] Series 2009A Bonds were refunded in May 2022.

Collection of charge began in 2011-12.
Required per 2009 and 2018 Sewer Treatment Facility Revenue Bonds Continuing Disclosure.

Source: nbsgov.com

COMMUNITY FACILITIES DISTRICT NO. 2000-1 OF THE CITY OF BELMONT
CONTINUING DISCLOSURES

June 30, 2025

Bond Principal Outstanding - August 30, 2025 $2,730,000

Balance Outstanding by Fund - August 1, 2025

Reserve Fund	$1	(surety bond w/ Ambac no value)

Maximum Debt Service Coverage

Year Ending August 1,	Net Taxes	Bond Debt Service	Debt Service Coverage
2004	$855,013.15	$328,750.00	2.60
2005	840,459.85	650,000.00	1.29
2006	848,544.45	645,000.00	1.32
2007	856,703.50	642,200.00	1.33
2008	864,937.60	640,300.00	1.35
2009	873,247.39	640,400.00	1.36
2010	881,633.49	640,425.00	1.38
2011	890,096.52	639,925.00	1.39
2012	898,637.11	643,900.00	1.40
2013	907,255.90	642,088.00	1.41
2014	915,953.53	644,163.00	1.42
2015	924,730.64	644,788.00	1.43
2016	864,667.73	639,550.00	1.35
2017	870,121.20	643,738.00	1.35
2018	878,822.41	641,775.00	1.37
2019	866,272.46	638,950.00	1.36
2020	860,531.00	640,262.50	1.34
2021	869,462.47	640,425.00	1.36
2022	873,830.66	644,437.50	1.36
2023	882,568.97	642,012.50	1.37
2024	891,394.66	643,437.50	1.39
2025	900,308.61	643,425.00	1.40
2026	909,311.70	641,975.00	1.42
2027	918,404.82	644,087.50	1.43
2028	927,588.87	644,475.00	1.44
2029	936,864.76	643,137.50	1.46
2030	946,233.41	645,075.00	1.47
Total	$23,953,596.86	$17,038,702.00	1.41

Special Tax Levy Delinquency Rate - June 30, 2025 0.34% (a)

Status of Foreclosure Actions on Special Tax Levy in Excess of $10,000 None

Special Tax Delinquency in Excess of 5% of Total Levy

Owner	Land Use	Special Tax	Total Special Tax
None	N/A	N/A	N/A

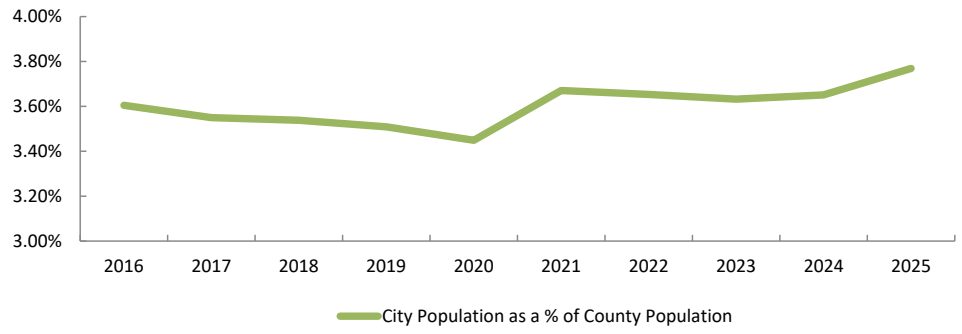
Changes to Tax Rate and Method of Apportionment None

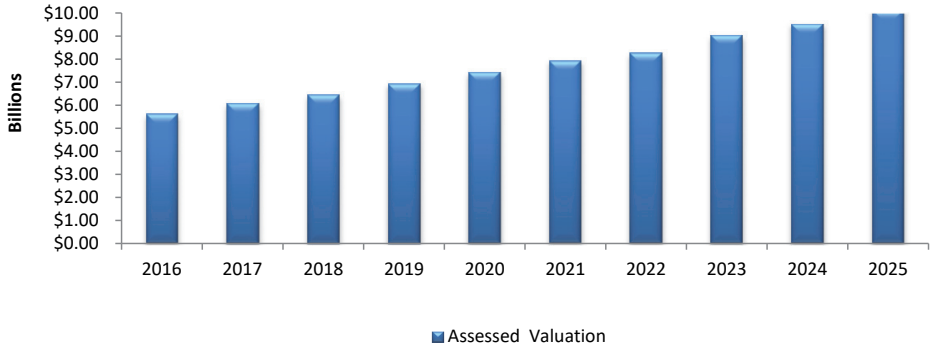
Supplemental California Debt and Investment Advisory Commission Reporting None
CDIAC To be filed by October 30

(a) Provided by NBS - Delinquency Summary Report

CITY OF BELMONT
DEMOGRAPHIC AND ECONOMIC STATISTICS

Last Ten Fiscal Years





Fiscal Year	City Population	Assessed Valuation	San Mateo County Population	City Population % of County
2016	27,608	$5,648,901,772	765,895	3.60%
2017	27,343	6,077,587,115	770,256	3.55%
2018	27,388	6,477,809,867	774,155	3.54%
2019	27,174	6,951,922,956	774,485	3.51%
2020	26,669	7,453,883,672	773,244	3.45%
2021	27,587	7,946,879,729	751,596	3.67%
2022	27,203	8,281,898,247	744,662	3.65%
2023	26,793	9,028,158,925	737,644	3.63%
2024	26,931	9,550,802,070	737,644	3.65%
2025	28,206	10,153,262,400	748,337	3.77%

	2022-2023	(a)	2021-2022	2017-2021	2016-2020
Per Capita Income:	$98,505		$95,748	$86,444	$79,061
Unemployment Rate:	2024-25		2023-24	2022-23	2021-22
Male:	4.00%	*	4.00%	4.80%	4.20%
Female:	3.70%	*	3.80%	5.00%	2.10%
Total Personal Income:	$207,609		$185,944	$178,125	$160,046

(a) The most recent information available is from 2023.
* Data only available for California, July 2025

Source: California State Department of Finance
County of San Mateo Controller's Office
www.census.gov
www.usa.com

CITY OF BELMONT
PRINCIPAL EMPLOYERS

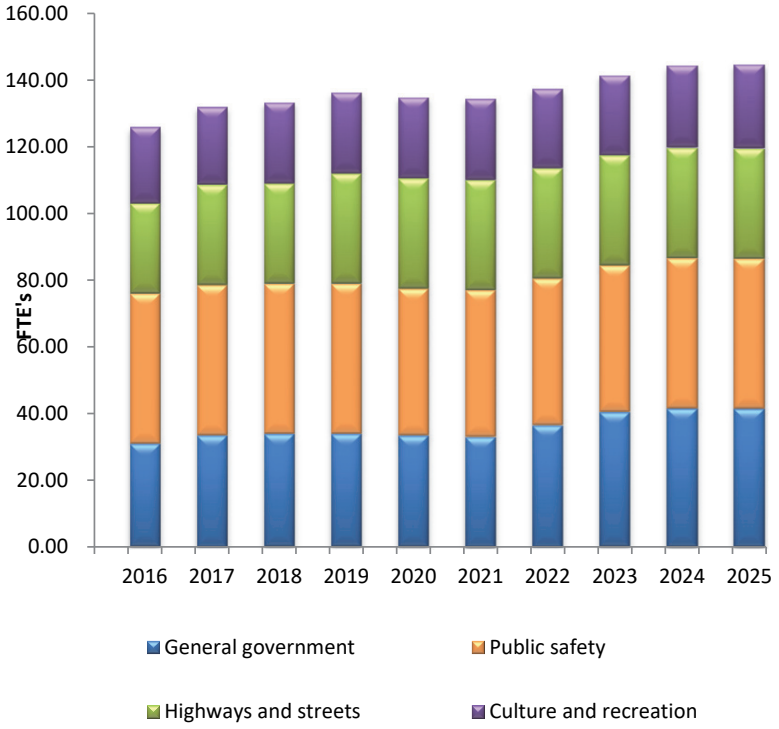
Current Year and Ten Years Ago

Fiscal 2024-2025		Fiscal 2015-2016	
Employer	**Number of Employees**	**Employer**	**Number of Employees**
RING CENTRAL, INC.	460	ORACLE AMERICA, INC.	519
VOLKSWAGEN GRP OF AMERICA ERL	275	RINGCENTRAL, INC.	311
BELMONT HEALTHCARE CENTER	201	SAFEWAY STORE	180
AUTOBAHN MOTORS	166	AUTOBAHN MOTORS	140
SAFEWAY STORE #1138	113	NIKON PRECISION INC.	133
CARLMONT GARDENS NURSING CENTER	96	AUCTION.COM LLC	112
IVY PARK AT BELMONT	78	SILVERADO SR LIVING BELMONT HILLS	100
WOODMONT REAL ESTATE SERVICES	71	CARLMONT GARDENS NURSING CENTER	100
PLANET GRANITE BELMONT LLC	68	LUNARDI'S MARKET	74
DAL PORTO WOODWORKS	50	JAMES ELECTRONICS/LTD	69

Note: Excludes exempt entities, such as financial institutions, governments and non-profits.
Data not available for ranking or total employment.
Source: City of Belmont Finance, Business License (via Hdl Companies)

CITY OF BELMONT
FULL-TIME EQUIVALENT CITY GOVERNMENT EMPLOYEES BY FUNCTION

Last Ten Fiscal Years



	Fiscal Year Ended June 30,									
Function	**2016**	**2017**	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**	**2024**	**2025**
General government	31.00	33.50	34.00	34.00	33.42	33.00	36.50	40.50	41.50	41.50
Public safety	45.00	45.00	45.00	45.00	44.00	44.00	44.00	44.00	45.00	45.00
Highways and streets	27.00	30.00	30.00	33.00	33.00	33.00	33.00	33.00	33.00	33.00
Culture and recreation	22.85	23.30	24.30	24.30	24.30	24.30	23.80	24.00	24.75	25.25
Total	125.85	131.80	133.30	136.30	134.72	134.30	137.30	141.50	144.25	144.75

Source: City of Belmont Budget

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CITY OF BELMONT
OPERATING INDICATORS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

	Fiscal Year Ended June 30			
	2016	**2017**	**2018**	**2019**
Function/Program				
Public safety:				
Belmont Fire Department (established October 1, 2011) (1)				
Fire calls for service	2,225	2,459	2,294	2,354
Annual Fire Inspections	850	451	647	466
New Business License Inspections	52	83	53	49
Plan Checks	92	131	183	157
Police:				
Police calls for service	29,981	29,039	26,715	24,947
Law violations: (2)				
Part I crimes	493	474	498	513
Physical arrests (adult and juvenile)	470	383	336	373
Traffic violations	2,177	2,449	2,373	1,644
Parking violations	3,078	2,461	2,428	2,350
Public works				
Street resurfacing (miles)	0	0	0	7
Culture and recreation:				
Community Services:				
Recreation class participants	40,150	43,580	44,910	44,947
Sewer				
Sewer Connections	7,671	7,673	7,678	7,682
Average daily treatment (millions of gallons) - City only	1.80	1.80	1.80	1.80
Average daily treatment (millions of gallons) - Total SVCW	15.75	15.75	15.75	15.75
Treatment capacity - SVCW (millions of gallons)	29.00	29.00	29.00	29.00
Storm drain inlets	1,500	1,500	1,500	1,500
Sewer main blockages	2	4	2	2

Source: City of Belmont
Notes:
(1) Fire services provided through Belmont-San Carlos Fire Department through September 30, 2011.
(2) Belmont PD switched to the FBI and California DOJ required NIBRS crime reporting as of June 2021.
N/A denotes information not available.

Fiscal Year Ended June 30					
2020	2021	2022	2023	2024	2025
2,249	2,455	2,510	2,719	2,831	2,729
249	403	340	561	340	420
38	7	29	28	14	7
36	209	171	163	280	237
25,347	25,559	20,858	21,765	20,197	19,025
558	556	506	476	508	500
358	459	504	551	555	436
1,580	989	1,150	1,505	1,366	821
2,037	1,935	1,574	1,969	2,115	958
2	3	2	1	1	7
34,230	18,075	52,714	92,280	103,009	87,420
7,687	7,689	7,690	7,691	7,691	7,693
1.80	1.80	1.80	1.80	1.80	1.80
15.75	15.75	15.75	15.75	15.75	15.75
29.00	29.00	29.00	29.00	29.00	29.00
1,500	1,500	1,500	1,500	1,500	1,500
2	2	2	1	1	2

CITY OF BELMONT
CAPITAL ASSET STATISTICS BY FUNCTION/PROGRAM

Last Ten Fiscal Years

	Fiscal Year Ended June 30			
	2016	**2017**	**2018**	**2019**
Function/Program				
General Government:				
Administration Buildings	2	2	2	2
Public safety:				
Fire stations (1)	2	2	2	2
Police stations	1	1	1	1
Public works				
Miles of streets	70	70	70	70
Street lights	1,465	1,465	1,465	1,465
Traffic Signals	17	17	17	18
Culture and recreation:				
Community services:				
City parks:				
Number of developed parks	14	14	15	15
Acres of developed parks	60.40	60.40	61.40	61.40
Number of undeveloped parks	3	3	3	2
Acres of undeveloped parks	29.16	29.16	29.16	28.16
Acres of open space	287.58	287.58	287.58	287.58
Community Buildings	19	19	19	19
Library:				
City Library (2)	1	1	1	1
Water (Provided by Mid-Peninsula Water District)				
Sewer				
Miles of sanitary sewers	85.00	85.00	85.00	85.00
Storm Drains (miles)	27.00	27.00	27.00	27.00
Number of treatment plants (3)	1	1	1	1

Notes:
(1) Provided through the Belmont-San Carlos Fire Department through September 30, 2011.
Belmont Fire Department established October 1, 2011 provided services through January 12, 2019.
San Mateo Consolidated Fire Department established January 13, 2019.
(2) The Library is property of the City of Belmont and operated by San Mateo County.
(3) Provided through the Silicon Valley Clean Water Authority
N/A denotes information not available.
Source: City of Belmont

Fiscal Year Ended June 30					
2020	2021	2022	2023	2024	2025
2	2	2	2	2	2
2	2	2	2	2	2
1	1	1	1	1	1
70	70	70	70	70	70
1,465	1,465	1,465	1,465	1,465	1,465
18	18	18	18	18	18
15	15	15	15	15	15
61.40	61.40	61.40	61.40	61.40	59.80
2	2	2	2	2	2
28.16	28.16	28.16	6.30	6.30	6.10
287.58	287.58	287.58	317.00	317.00	312.90
19	19	19	19	19	19
1	1	1	1	1	1
85.00	85.00	85.00	85.00	85.00	83.40
27.00	27.00	27.00	27.00	27.00	27.00
1	1	1	1	1	1

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MAZE & ASSOCIATES

INDEPENDENT AUDITOR'S REPORT ON
INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN
AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS*

To the Honorable Members of the City of Council
City of Belmont, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the basic financial statements of the City of Belmont, California, as of and for the year ended June 30, 2025, and have issued our report thereon dated November 7, 2025. Our report includes a reference to other auditors who audited the financial statements of the San Mateo Consolidated Fire Department (SMC Fire) as of and for the year ended June 30, 2024, related to the calculation of the Investment in Joint Venture, as described in our report on the City's financial statements.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

We have also issued a separate Memorandum on Internal Control dated November 7, 2025, which is an integral part of our audit and should be read in conjunction with this report.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Maze & Associates

Pleasant Hill, California
November 7, 2025

CITY OF BELMONT

MEMORANDUM ON INTERNAL CONTROL

FOR THE YEAR ENDED JUNE 30, 2025

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CITY OF BELMONT
MEMORANDUM ON INTERNAL CONTROL

For the Year Ended June 30, 2025

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MAZE & ASSOCIATES

MEMORANDUM ON INTERNAL CONTROL

To the City Council of
the City of Belmont, California

We have audited the basic financial statements of the City of Belmont for the year ended June 30, 2025, and have issued our report thereon dated November 7, 2025. Our opinions on the basic financial statements and this report, insofar as they relate to the Investment in Joint Venture of the San Mateo Consolidated Fire Department (SMC Fire), are based solely on the report of other auditors. In planning and performing our audit of the basic financial statements of the City as of and for the year ended June 30, 2025, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose described in the first paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses. In addition, because of inherent limitations in internal control, including the possibility of management override of controls, misstatements due to error or fraud may occur and not be detected by such controls. Given these limitations during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Included in the Schedule of Other Matters are recommendations not meeting the above definitions that we believe are opportunities for strengthening internal controls and operating efficiency.

This communication is intended solely for the information and use of management, City Council, others within the organization, and agencies and pass-through entities requiring compliance with *Government Auditing Standards*, and is not intended to be and should not be used by anyone other than these specified parties.

Maze & Associates

Pleasant Hill, California
November 7, 2025

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MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF OTHER MATTERS

2025-01 Periodic Review of the General Ledger System Access Roles

Employee access to the various modules of the General Ledger system must be monitored periodically to ensure that the access of each individual is appropriate according to their specific job duties. This is especially important when employee access is provided to a new module or if job duties change.

We reviewed the general ledger system access report as of March 31, 2025 and noted the following:

- One employee had access to the HR Manager, HR Generalist and PA Timesheet Clerk, but the employee is not involved with payroll function.

  We understand the employee used to serve as the backup person for the Human Resources functions, but the roles had not been removed. We did note the roles had been removed as of September 2025.

- One employee involved with payroll processing had access to the Accounting Manager, Finance Operations and AP Clerk roles. However, the Accounting Manager role is not needed after training and the Finance Operations role provides for the approval of Accounts Payable transactions. Payroll and accounts payable processors should not have access to the Accounting Manager or Finance Operations roles and accounts payable processors should not also be able to approve accounts payable transactions.

  We understand the Accounting Manager role had been added during training to work on Accounts Payable and not removed after training was complete. We did note the Accounting Manager and Finance Operations roles had been removed as of September 2025.

If City staff does not review the system access to ensure access is appropriate for current job duties and between modules, inappropriate access to system modules or approval of transactions could go undetected.

A designated managerial staff should review the system access periodically to ensure that access to the various system modules is authorized and appropriate. The review could be accomplished by cycling through critical staff users and through critical modules periodically throughout the fiscal year. In addition, system access should be reviewed any time employees change job positions to ensure proper segregation of duties and associated access is maintained at all times.

Management's Response:
The Accounting Manager will review the system at least twice a year, and as new users are added or change job positions, to ensure that access to the various system modules is authorized and appropriate.

MEMORANDUM ON INTERNAL CONTROL

SCHEDULE OF OTHER MATTERS

NEW GASB PRONOUNCEMENTS OR PRONOUNCEMENTS NOT YET EFFECTIVE

The following comment represents new pronouncements taking affect in the next few years. We cite them here to keep you informed of developments:

EFFECTIVE FISCAL YEAR 2025/26:

GASB 103 – *Financial Reporting Model Improvements*

The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

Management's Discussion and Analysis

This Statement continues the requirement that the basic financial statements be preceded by management's discussion and analysis (MD&A), which is presented as required supplementary information (RSI). MD&A provides an objective and easily readable analysis of the government's financial activities based on currently known facts, decisions, or conditions and presents comparisons between the current year and the prior year. This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this Statement stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed. This Statement emphasizes that the analysis provided in MD&A should avoid unnecessary duplication by not repeating explanations that may be relevant to multiple sections and that "boilerplate" discussions should be avoided by presenting only the most relevant information, focused on the primary government. In addition, this Statement continues the requirement that information included in MD&A distinguish between that of the primary government and its discretely presented component units.

Unusual or Infrequent Items

This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Furthermore, governments are required to display the inflows and outflows related to each unusual or infrequent item separately as the last presented flow(s) of resources prior to the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows.

Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position

This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses are defined as revenues and expenses other than nonoperating revenues and expenses. Nonoperating revenues and expenses are defined as (1) subsidies received and provided, (2) contributions to permanent and term endowments, (3) revenues and expenses related to financing, (4) resources from the disposal of capital assets and inventory, and (5) investment income and expenses.

GASB 103 – *Financial Reporting Model Improvements (Continued)*

In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses. Subsidies are defined as (1) resources received from another party or fund (a) for which the proprietary fund does not provide goods and services to the other party or fund and (b) that directly or indirectly keep the proprietary fund's current or future fees and charges lower than they would be otherwise, (2) resources provided to another party or fund (a) for which the other party or fund does not provide goods and services to the proprietary fund and (b) that are recoverable through the proprietary fund's current or future pricing policies, and (3) all other transfers.

Budgetary Comparison Information

This Statement requires governments to present budgetary comparison information using a single method of communication—RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI.

How the Changes in This Statement Will Improve Financial Reporting

The requirements for MD&A will improve the quality of the analysis of changes from the prior year, which will enhance the relevance of that information. They also will provide clarity regarding what information should be presented in MD&A.

The requirements for the separate presentation of unusual or infrequent items will provide clarity regarding which items should be reported separately from other inflows and outflows of resources.

The definitions of operating revenues and expenses and of nonoperating revenues and expenses will replace accounting policies that vary from government to government, thereby improving comparability. The addition of a subtotal for operating income (loss) and noncapital subsidies will improve the relevance of information provided in the proprietary fund statement of revenues, expenses, and changes in fund net position.

The requirement for presentation of major component unit information will improve comparability.

The requirement that budgetary comparison information be presented as RSI will improve comparability, and the inclusion of the specified variances and the explanations of significant variances will provide more useful information for making decisions and assessing accountability.

SCHEDULE OF OTHER MATTERS

EFFECTIVE FISCAL YEAR 2026/27:

GASB 104 – *Disclosure of Certain Capital Assets*

State and local governments are required to provide detailed information about capital assets in notes to financial statements. GASB Statement No. 34, *Basic Financial Statements—and Management's Discussion and Analysis—for State and Local Governments*, requires certain information regarding capital assets to be presented by major class. The objective of this Statement is to provide users of government financial statements with essential information about certain types of capital assets.

This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with GASB Statement No. 87, *Leases*, and intangible right-to-use assets recognized in accordance with GASB Statement No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*, should be disclosed separately by major class of underlying asset in the capital assets note disclosures. Subscription assets recognized in accordance with GASB Statement No. 96, *Subscription-Based Information Technology Arrangements*, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class.

This Statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

How the Changes in This Statement Will Improve Financial Reporting

The requirements of this Statement will improve financial reporting by providing users of financial statements with essential information about certain types of capital assets in order to make informed decisions and assess accountability. Additionally, the disclosure requirements will im-prove consistency and comparability between governments.

CITY OF BELMONT

REQUIRED COMMUNICATIONS

FOR THE YEAR ENDED JUNE 30, 2025

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CITY OF BELMONT
REQUIRED COMMUNICATIONS

For the Year Ended June 30, 2025

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MAZE & ASSOCIATES

REQUIRED COMMUNICATIONS

To the City Council of
the City of Belmont, California

We have audited the basic financial statements of the City of Belmont, California, for the year ended June 30, 2025. We did not audit the financial statements of the San Mateo Consolidated Fire Department (SMC Fire) as of and for the year ended June 30, 2024, related to the calculation of the Investment in Joint Venture, which represents 2%, 3%, and 0%, respectively, of the total assets, net position and revenues of the governmental activities. The financial statements of SMC Fire were audited by other auditors, whose report thereon has been furnished to us, and our opinion, insofar as it relates to the amounts included for this entity, is based solely on the report of the other auditors.

Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards and Uniform Guidance,* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our email correspondence to the Audit Committee on September 22, 2025. Professional standards also require that we communicate to you the following information related to our audit:

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Accounting Policies – Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the year, except the following Governmental Accounting Standards Board (GASB) pronouncement became effective:

GASB 101 – *Compensated Absences*

The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures.

Accountancy Corporation
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Pleasant Hill, CA 94523

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This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. Leave is attributable to services already rendered when an employee has performed the services required to earn the leave. Leave that accumulates is carried forward from the reporting period in which it is earned to a future reporting period during which it may be used for time off or otherwise paid or settled. In estimating the leave that is more likely than not to be used or otherwise paid or settled, a government should consider relevant factors such as employment policies related to compensated absences and historical information about the use or payment of compensated absences. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences.

This Statement requires that a liability for certain types of compensated absences—including parental leave, military leave, and jury duty leave—not be recognized until the leave commences. This Statement also requires that a liability for specific types of compensated absences not be recognized until the leave is used.

This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities.

The pronouncement became effective, and as disclosed in Note 9G to the financial statements required a prior period restatement for the cumulative effect on the financial statements.

The following pronouncement became effective, but did not have a material effect on the financial statements:

GASB 102 – *Certain Risk Disclosures*

Unusual Transactions, Controversial or Emerging Areas – We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting Estimates – Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the City's financial statements were:

Estimated Net Pension Liabilities and Pension-Related Deferred Outflows and Inflows of Resources: Management's estimate of the net pension liabilities and deferred outflows/inflows of resources are disclosed in Note 11 to the financial statements and are based on accounting valuations determined by the California Public Employees Retirement System, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Estimated Net OPEB Liabilities and OPEB–Related Deferred Outflows and Inflows of Resources: Management's estimate of the net OPEB liabilities and deferred outflows/inflows of resources are disclosed in Note 12 to the financial statements and are based on actuarial studies determined by a consultant, which are based on the experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Fair Value of Investments: As of June 30, 2025, the City held approximately $178.1 million of cash and investments as measured by fair value as disclosed in Note 3 to the financial statements. Fair value is essentially market pricing in effect as of June 30, 2025. These fair values are not required to be adjusted for changes in general market conditions occurring subsequent to June 30, 2025.

Estimated Investments in Joint Ventures: Management's estimate of the investments in joint ventures is disclosed in Note 15A to the financial statements and is based on the audited financial statements of the two entities for the prior year fiscal year. We evaluated the key factors and assumptions used to develop the investment in joint venture in determining that it is reasonable in relation to the financial statements taken as a whole.

Estimate of Depreciation: Management's estimate of the depreciation is based on useful lives determined by management. These lives have been determined by management based on the expected useful life of assets as disclosed in Note 1G to the financial statements. We evaluated the key factors and assumptions used to develop the depreciation estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimate of Compensated Absences: Accrued compensated absences which are comprised of accrued vacation, accrued sick leave, holiday, and certain other compensating time is estimated using accumulated unpaid leave hours and hourly pay rates in effect at the end of the fiscal year as disclosed in Note 1H to the financial statements. We evaluated the key factors and assumptions used to develop the accrued compensated absences and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Estimated Subscription Assets and Subscription Liabilities: Management's estimate of subscription assets and subscription liabilities are based on the agreement term, including any assumptions related to whether extensions may be exercised, and the discount rate used in the net present value calculation is based on the estimated borrowing rate at the measurement date as disclosed in Note 13. We evaluated the key factors and assumptions used to develop the subscription assets and subscription liability estimates and determined that they are reasonable in relation to the basic financial statements taken as a whole.

Estimated Claims Liabilities: Management's estimate of the claims liabilities payable is disclosed in Note 14 to the financial statements and is based on estimates determined by a third party administrator, which are based on the claims experience of the City. We evaluated the key factors and assumptions used to develop the estimate and determined that it is reasonable in relation to the basic financial statements taken as a whole.

Disclosures – The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole, except the adjustment to record the accrual of accounts payable in the amount of $256,757 in the Capital Improvement Projects Capital Projects Fund, and the adjustment to record the capitalization of the fiscal year 2025 capital contribution to Silicon Valley Clean Water Authority in the amount of $2,493,929 in the Sewer Treatment Enterprise Fund.

Professional standards require us to accumulate all known and likely uncorrected misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We have no such misstatements to report to the City Council.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in a management representation letter dated November 7, 2025.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the required supplementary information that accompanies and supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the required supplementary information and do not express an opinion or provide any assurance on the required supplementary information.

We were engaged to report on the supplementary information that accompanies the financial statements, but is not required supplementary information. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Introductory and Statistical Sections included as part of the Annual Comprehensive Financial Report, but are not required supplementary information. We did not audit or perform other procedures on this other information, and we do not express an opinion or provide any assurance on them.

******

This information is intended solely for the use of City Council and management and is not intended to be, and should not be, used by anyone other than these specified parties.

Maze & Associates

Pleasant Hill, California
November 7, 2025

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STAFF REPORT

Meeting Date:	November 25, 2025
Agency:	City of Belmont
Staff Contact:	Laura Kirby, Human Resources Management Analyst, lkirby@belmont.gov
Agenda Title:	Revised Master Employee Pay Schedule – November 2025
Agenda Action:	Resolution

Recommendation

Adopt a resolution to amend the City's Master Employee Pay Schedule to ensure continued compliance with California Public Employees' Retirement System (CalPERS) requirements.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Pursuant to CalPERS regulations and California Code of Regulations (CCR) Section 570.5, the City is required to maintain a detailed and transparent record of all established positions, including pay rates, effective dates, time base, and revision history. The most recent update to the Master Employee Pay Schedule was approved by the City Council in July 2025 by resolution.

Analysis

The revisions reflected in the updated Master Employee Pay Schedule (Exhibit A) are limited to the following changes:

- Implementing the January 2026 wage increase for the Belmont Police Officers Association (BPOA), as approved by the City Council in the 2025-2028 Memorandum of Understanding.
- Implementing the wage increase for the City Manager and City Attorney per the amendments to employment agreements approved by the City Council on October 28, 2025.
- Implementing minimum wage and tied position changes effective January 1, 2026.

Alternatives

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

Attachments

A. Resolution
   Exhibit A – City of Belmont Master Employee Pay Schedule – November 2025

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed: The updated pay schedule changes are incorporated into the FY 2025-26 budget and long-term financial plan.

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

RESOLUTION NO. 2025 –

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

WHEREAS, the last revision to the City's master pay schedule was approved by City Council on August 26, 2025 by Resolution; and,

WHEREAS, per the contractual agreement (MOU) between the City of Belmont and the Belmont Police Officers Association, all job classifications represented in this bargaining unit are to receive a four percent (4%) salary increase effective January 5, 2026; and,

WHEREAS, per the amended employment agreements between the City of Belmont and the City Manager and the City Attorney, the City Manager is to receive 3% cost of living increase and a 2.5% merit increase effective September 14, 2025 ; and the City Attorney is to receive 3% cost of living increase and a 3.5% merit increase; and,

WHEREAS, per increases in the minimum wages effective January 1, 2026, all positions at minimum wage and positions tied to the minimum wage positions receive an increase to comply with minimum wage provisions and internal position control in the salary schedule.

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

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

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

* * *

ADOPTED November 26, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

ATTEST:

_____
City Clerk

_____
Mayor

APPROVED AS TO FORM:

_____
City Attorney

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Adopted November 25, 2025

			Monthly Pay Rates					
Position	*Effective Date*	*Labor Group*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Accountant I	1/5/2025	MMCEA	$ 7,411.92	$ 7,782.52	$ 8,171.65	$ 8,580.23	$ 9,009.24	$ 9,459.70
Accountant II	1/5/2025	MMCEA	$ 8,176.75	$ 8,585.59	$ 9,014.87	$ 9,465.61	$ 9,938.89	$ 10,435.83
Accountant III	1/5/2025	MMCEA	$ 9,462.04	$ 9,935.14	$ 10,431.90	$ 10,953.50	$ 11,501.18	$ 12,076.24
Accounting Services Supervisor	1/5/2025	MMCEA	$ 8,732.32	$ 9,168.94	$ 9,627.39	$ 10,108.76	$ 10,614.20	$ 11,144.91
Accounting Technician I	7/6/2025	AFSCME	$ 5,936.70	$ 6,233.54	$ 6,545.22	$ 6,872.48	$ 7,216.10	
Accounting Technician II	7/6/2025	AFSCME	$ 6,530.54	$ 6,857.07	$ 7,199.92	$ 7,559.92	$ 7,937.91	
Accounting Technician Ill	7/6/2025	AFSCME	$ 7,334.22	$ 7,700.93	$ 8,085.97	$ 8,490.27	$ 8,914.79	
Administrative Assistant	1/5/2025	MMCEA	$ 6,318.22	$ 6,634.13	$ 6,965.84	$ 7,314.13	$ 7,679.84	$ 8,063.83
Administrative Services Director	7/6/2025	Unrep	$ 16,242.30					$ 22,617.41
Assistant City Manager	7/6/2025	Unrep	$ 18,821.57					$ 24,637.43
Assistant Civil Engineer	1/5/2025	MMCEA	$ 8,736.15	$ 9,172.96	$ 9,631.61	$ 10,113.19	$ 10,618.85	$ 11,149.79
Assistant Planner	1/5/2025	MMCEA	$ 7,768.70	$ 8,157.14	$ 8,565.00	$ 8,993.25	$ 9,442.91	$ 9,915.06
Assistant PW Director/City Engineer	1/5/2025	MMCEA	$ 14,838.75	$ 15,580.69	$ 16,359.72	$ 17,177.71	$ 18,036.60	$ 18,938.43
Associate Civil Engineer	1/5/2025	MMCEA	$ 9,922.88	$ 10,419.02	$ 10,939.97	$ 11,486.97	$ 12,061.32	$ 12,664.39
Associate Planner	1/5/2025	MMCEA	$ 8,752.78	$ 9,190.42	$ 9,649.94	$ 10,132.44	$ 10,639.06	$ 11,171.01
Building Inspector I	7/6/2025	AFSCME	$ 8,429.57	$ 8,851.04	$ 9,293.60	$ 9,758.28	$ 10,246.19	
Building Inspector II	7/6/2025	AFSCME	$ 8,941.44	$ 9,388.52	$ 9,857.94	$ 10,350.84	$ 10,868.38	
City Attorney	10/12/2025	Unrep	$ 27,469.35					
City Clerk/Constituent Services Manager	7/6/2025	City Clerk	$ 12,223.01	$ 12,834.16	$ 13,475.87	$ 14,149.66	$ 14,857.14	$ 15,600.00
City Manager	9/14/2025	Unrep	$ 31,017.94					
Chief Building Official	1/5/2025	MMCEA	$ 12,131.18	$ 12,737.74	$ 13,374.63	$ 14,043.36	$ 14,745.53	$ 15,482.81
Code Enforcement Officer	7/6/2025	AFSCME	$ 7,920.80	$ 8,316.83	$ 8,732.67	$ 9,169.31	$ 9,627.77	
Community Development Director	7/6/2025	Unrep	$ 16,892.00					$ 22,217.20
Community Engagement Specialist	1/5/2025	Unrep	$ 9,239.70	$ 9,701.69	$ 10,186.77	$ 10,696.11	$ 11,230.92	$ 11,792.47
Community Service Officer	1/4/2026	BPOA	$ 5,778.91	$ 6,067.86	$ 6,371.26	$ 6,689.81	$ 7,024.31	$ 7,375.51
Construction Inspector	7/6/2025	AFSCME	$ 9,363.60	$ 9,831.78	$ 10,323.36	$ 10,839.54	$ 11,381.51	
Deputy Planning and Comm Dev Director	1/5/2025	Unrep	$ 14,786.72	$ 15,526.06	$ 16,302.36	$ 17,117.48	$ 17,973.35	$ 18,872.02
Deputy City Clerk	1/5/2025	MMCEA	$ 6,674.94	$ 7,008.69	$ 7,359.12	$ 7,727.08	$ 8,113.43	$ 8,519.10
Deputy Finance Director	1/5/2025	MMCEA	$ 13,095.27	$ 13,750.03	$ 14,437.53	$ 15,159.41	$ 15,917.38	$ 16,713.25
Electrician	7/6/2025	AFSCME	$ 7,639.34	$ 8,021.30	$ 8,422.37	$ 8,843.48	$ 9,285.66	
Engineering Technician	7/6/2025	AFSCME	$ 7,580.60	$ 7,959.64	$ 8,357.62	$ 8,775.50	$ 9,214.28	

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Adopted November 25, 2025

			Monthly Pay Rates					
Position	*Effective Date*	*Labor Group*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Equipment Operator	7/6/2025	AFSCME	$ 6,716.16	$ 7,051.98	$ 7,404.57	$ 7,774.80	$ 8,163.54	
Executive Assistant To City Manager	1/5/2025	MMCEA	$ 7,352.26	$ 7,719.87	$ 8,105.86	$ 8,511.15	$ 8,936.71	$ 9,383.55
Finance Director	7/6/2025	Unrep	$ 16,892.00					$ 22,276.33
Accounting/Budget Manager	1/5/2025	MMCEA	$ 11,123.43	$ 11,679.60	$ 12,263.58	$ 12,876.76	$ 13,520.60	$ 14,196.63
GIS Coordinator I	1/5/2025	MMCEA	$ 8,008.81	$ 8,409.25	$ 8,829.71	$ 9,271.20	$ 9,734.76	$ 10,221.50
GIS Coordinator II	1/5/2025	MMCEA	$ 9,194.18	$ 9,653.89	$ 10,136.58	$ 10,643.41	$ 11,175.58	$ 11,734.36
GIS Coordinator III	1/5/2025	MMCEA	$ 10,789.59	$ 11,329.07	$ 11,895.52	$ 12,490.30	$ 13,114.82	$ 13,770.56
Head Teacher	7/6/2025	AFSCME	$ 4,956.32	$ 5,204.14	$ 5,464.35	$ 5,737.57	$ 6,024.44	
Housing and Economic Development Manager	1/5/2025	MMCEA	$ 11,123.43	$ 11,679.60	$ 12,263.58	$ 12,876.76	$ 13,520.60	$ 14,196.63
Housing Specialist	1/5/2025	MMCEA	$ 8,752.78	$ 9,190.42	$ 9,649.94	$ 10,132.44	$ 10,639.06	$ 11,171.01
IT Business System Analyst	1/5/2025	Unrep	$ 11,869.55	$ 12,463.03	$ 13,086.18	$ 13,740.49	$ 14,427.51	$ 15,148.89
Information Technology Manager	1/5/2025	Unrep	$ 13,197.18	$ 13,857.04	$ 14,549.89	$ 15,277.38	$ 16,041.25	$ 16,843.31
Lead Police Dispatcher	1/4/2026	BPOA	$ 8,928.73	$ 9,373.06	$ 9,844.13	$ 10,336.86	$ 10,852.48	$ 11,395.10
Maintenance Worker I	7/6/2025	AFSCME	$ 5,553.22	$ 5,830.87	$ 6,122.42	$ 6,428.54	$ 6,749.96	
Maintenance Worker II	7/6/2025	AFSCME	$ 6,147.06	$ 6,454.41	$ 6,777.13	$ 7,115.98	$ 7,471.79	
Management Analyst II	1/5/2025	MMCEA	$ 9,087.29	$ 9,541.65	$ 10,018.73	$ 10,519.67	$ 11,045.65	$ 11,597.93
Management Anaylst I	1/5/2025	MMCEA	$ 8,343.31	$ 8,760.48	$ 9,198.50	$ 9,658.43	$ 10,141.35	$ 10,648.42
Mechanic	7/6/2025	AFSCME	$ 6,810.44	$ 7,150.96	$ 7,508.51	$ 7,883.94	$ 8,278.13	
Office Assistant I	7/6/2025	AFSCME	$ 5,270.22	$ 5,533.74	$ 5,810.42	$ 6,100.94	$ 6,405.98	
Office Assistant II	7/6/2025	AFSCME	$ 5,854.80	$ 6,147.54	$ 6,454.93	$ 6,777.67	$ 7,116.55	
Parks & Recreation Director	7/6/2025	Unrep	$ 16,855.66					$ 22,217.86
Parks and Facilities Maintenance Worker I [5]	7/6/2025	AFSCME	$ 5,553.22	$ 5,830.87	$ 6,122.42	$ 6,428.54	$ 6,749.96	
Parks and Facilities Maintenance Worker II [5]	7/6/2025	AFSCME	$ 6,147.06	$ 6,454.41	$ 6,777.13	$ 7,115.98	$ 7,471.79	
Parks and Facilities Manager [5]	1/5/2025	MMCEA	$ 10,891.69	$ 11,436.27	$ 12,008.08	$ 12,608.48	$ 13,238.90	$ 13,900.85
Parks and Facilities Supervisor	1/5/2025	MMCEA	$ 8,763.87	$ 9,202.06	$ 9,662.16	$ 10,145.27	$ 10,652.53	$ 11,185.16
Payroll Manager	8/31/2025	Unrep	$ 11,123.43	$ 11,679.60	$ 12,263.58	$ 12,876.76	$ 13,520.60	$ 14,196.63
Permit Technician	7/6/2025	AFSCME	$ 7,183.16	$ 7,542.32	$ 7,919.43	$ 8,315.40	$ 8,731.17	
Planning Technician	7/6/2025	AFSCME	$ 7,183.16	$ 7,542.32	$ 7,919.43	$ 8,315.40	$ 8,731.17	
Police Captain	1/5/2025	MMCEA	$ 15,139.03	$ 15,895.98	$ 16,690.78	$ 17,525.32	$ 18,401.59	$ 19,321.67
Police Chief	7/6/2025	Unrep	$ 18,821.57					$ 25,138.56
Police Corporal Advanced POST	1/4/2026	BPOA	$ 11,352.68	$ 11,920.32	$ 12,516.33	$ 13,142.15	$ 13,799.25	$ 14,489.21
Police Corporal Basic POST	1/4/2026	BPOA	$ 10,298.44	$ 10,813.35	$ 11,354.02	$ 11,921.72	$ 12,517.80	$ 13,143.70

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Adopted November 25, 2025

			Monthly Pay Rates					
Position	*Effective Date*	*Labor Group*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Police Corporal Intermediate POST	1/4/2026	BPOA	$ 10,811.24	$ 11,351.81	$ 11,919.39	$ 12,515.35	$ 13,141.13	$ 13,798.19
Police Dispatcher	1/4/2026	BPOA	$ 7,901.29	$ 8,296.35	$ 8,711.17	$ 9,146.73	$ 9,604.07	$ 10,084.27
Police Lieutenant	1/5/2025	MMCEA	$ 13,653.84	$ 14,336.53	$ 15,053.36	$ 15,806.03	$ 16,596.33	$ 17,426.15
Police Officer Advanced POST	1/4/2026	BPOA	$ 10,811.24	$ 11,351.80	$ 11,919.39	$ 12,515.36	$ 13,141.13	$ 13,798.19
Police Officer Basic POST	1/4/2026	BPOA	$ 9,807.44	$ 10,297.81	$ 10,812.70	$ 11,353.34	$ 11,921.01	$ 12,517.06
Police Officer Intermediate POST	1/4/2026	BPOA	$ 10,298.44	$ 10,813.36	$ 11,354.02	$ 11,921.72	$ 12,517.80	$ 13,143.69
Police Officer Recruit	1/4/2026	BPOA	$ 7,293.98					
Police Records Specialist I	1/4/2026	BPOA	$ 5,854.02	$ 6,146.72	$ 6,454.06	$ 6,776.76	$ 7,115.60	$ 7,471.38
Police Records Specialist II	1/4/2026	BPOA	$ 6,146.86	$ 6,454.20	$ 6,776.91	$ 7,115.76	$ 7,471.55	$ 7,845.13
Police Sergeant Advanced POST	1/4/2026	BPOA	$ 12,730.18	$ 13,366.69	$ 14,035.02	$ 14,736.77	$ 15,473.61	$ 16,247.29
Police Sergeant Intermediate POST	1/4/2026	BPOA	$ 12,121.91	$ 12,728.01	$ 13,364.41	$ 14,032.63	$ 14,734.26	$ 15,470.97
Principal Management Analyst	1/5/2025	Unrep	$ 12,098.32	$ 12,703.24	$ 13,338.40	$ 14,005.32	$ 14,705.59	$ 15,440.87
Principal Planner	1/5/2025	MMCEA	$ 12,368.54	$ 12,986.97	$ 13,636.32	$ 14,318.14	$ 15,034.05	$ 15,785.75
Public Works Director	7/6/2025	Unrep	$ 17,798.81					$ 22,760.23
Public Works Field Supervisor	1/5/2025	MMCEA	$ 8,763.87	$ 9,202.06	$ 9,662.16	$ 10,145.27	$ 10,652.53	$ 11,185.16
Public Works Services Manager	1/5/2025	MMCEA	$ 12,097.90	$ 12,702.80	$ 13,337.94	$ 14,004.84	$ 14,705.08	$ 15,440.33
PW Lead Maintenance	7/6/2025	AFSCME	$ 7,051.72	$ 7,404.30	$ 7,774.52	$ 8,163.24	$ 8,571.41	
Recreation Manager	1/5/2025	MMCEA	$ 10,003.37	$ 10,503.54	$ 11,028.72	$ 11,580.16	$ 12,159.17	$ 12,767.13
Recreation Program Coordinator	1/5/2025	MMCEA	$ 6,318.24	$ 6,634.15	$ 6,965.86	$ 7,314.15	$ 7,679.86	$ 8,063.85
Recreation Specialist II	7/6/2025	AFSCME	$ 4,388.80	$ 4,608.93	$ 4,839.47	$ 5,082.13	$ 5,335.20	
Recreation Supervisor	1/5/2025	MMCEA	$ 8,357.17	$ 8,775.03	$ 9,213.78	$ 9,674.47	$ 10,158.19	$ 10,666.10
Senior Civil Engineer	1/5/2025	MMCEA	$ 12,203.42	$ 12,813.59	$ 13,454.27	$ 14,126.98	$ 14,833.33	$ 15,575.00
Senior Management Analyst	8/31/2025	MMCEA	$ 10,519.67	$ 11,045.65	$11,597,93	$ 12,177.83	$ 12,786.72	$ 13,426.06
Senior Mechanic	7/6/2025	AFSCME	$ 7,234.18	$ 7,595.88	$ 7,975.68	$ 8,374.46	$ 8,793.19	
Senior Permit Technician	7/6/2025	AFSCME	$ 8,073.21	$ 8,476.87	$ 8,900.72	$ 9,345.75	$ 9,813.04	
Senior Planner	1/5/2025	MMCEA	$ 9,970.06	$ 10,468.56	$ 10,991.99	$ 11,541.59	$ 12,118.67	$ 12,724.60
Senior Permit Technician	7/6/2025	AFSCME	$ 8,315.40	$ 8,731.17	$ 9,167.73	$ 9,626.12	$ 10,107.43	
Sr Parks and Facilties Maintenance Worker 5	7/6/2025	AFSCME	$ 7,051.72	$ 7,404.30	$ 7,774.52	$ 8,163.24	$ 8,571.41	
Street Sweeper Operator	7/6/2025	AFSCME	$ 6,423.83	$ 6,745.02	$ 7,082.28	$ 7,436.38	$ 7,808.21	
Teacher	7/6/2025	AFSCME	$ 4,309.91	$ 4,525.40	$ 4,751.67	$ 4,989.25	$ 5,238.72	
Teacher's Aide	7/6/2025	AFSCME	$ 3,773.47	$ 3,960.67	$ 4,158.27	$ 4,368.00	$ 4,586.40	
Technology Specialist I	1/5/2025	MMCEA	$ 7,889.46	$ 8,283.93	$ 8,698.13	$ 9,133.04	$ 9,589.69	$ 10,069.17
Technology Specialist II	1/5/2025	MMCEA	$ 9,783.17	$ 10,272.33	$ 10,785.95	$ 11,325.25	$ 11,891.51	$ 12,486.09
Technology Specialist III	1/5/2025	MMCEA	$ 10,790.50	$ 11,330.03	$ 11,896.53	$ 12,491.36	$ 13,115.93	$ 13,771.73

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Adopted November 25, 2025

Unrepresented Per Diem Positions

		Hourly Pay Rates					
Position	*Effective Date*	*Step 1*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*
Administrative Assistant [1]	1/5/2025	$ 36.45	$ 38.27	$ 40.19	$ 42.20	$ 44.31	$ 46.52
Associate Civil Engineer [1]	1/5/2025	$ 57.25	$ 60.11	$ 63.12	$ 66.27	$ 69.58	$ 73.06
Building Attendant I [4**]	1/1/2026	$ 19.90	$ 20.90	$ 21.95	$ 23.05	$ 24.20	
Building Attendant II [4**]	1/1/2026	$ 21.89	$ 22.98	$ 24.13	$ 25.34	$ 26.61	
Dispatcher, Per Diem [3]	1/4/2026	$ 51.51	$ 54.08	$ 56.79	$ 59.64	$ 62.61	$ 65.74
Intern I	1/1/2026	$ 18.95	$ 19.22	$ 20.18	$ 21.19	$ 22.25	
Intern II	1/1/2026	$ 25.06	$ 26.31	$ 27.63	$ 29.01	$ 30.46	
Lifeguard I	1/1/2026	$ 20.70	$ 21.74	$ 22.83	$ 23.97	$ 25.17	
Lifeguard II	1/1/2026	$ 21.79	$ 22.88	$ 24.02	$ 25.22	$ 26.48	
Nutrition Site Coordinator	1/1/2026	$ 24.35	$ 25.57	$ 26.85	$ 28.19	$ 29.60	
Police Officer (Advanced POST), Per Diem [2]	1/4/2026	$ 59.40	$ 62.37	$ 65.49	$ 68.77	$ 72.20	$ 75.81
Police Officer (Basic POST), Per Diem [2]	1/4/2026	$ 53.89	$ 56.58	$ 59.41	$ 62.38	$ 65.50	$ 68.78
Police Officer (Inter POST), Per Diem [2]	1/4/2026	$ 56.58	$ 59.41	$ 62.38	$ 65.50	$ 68.78	$ 72.22
Police Records Specialist I, Per Diem [1]	1/4/2026	$ 33.77	$ 35.46	$ 37.23	$ 39.10	$ 41.05	$ 43.10
Police Records Specialist II, Per Diem [1]	1/4/2026	$ 35.46	$ 37.24	$ 39.10	$ 41.05	$ 43.11	$ 45.26
Recreation Leader [4]	1/1/2026	$ 18.95	$ 19.90	$ 20.90	$ 21.95	$ 23.05	
Recreation Program Coordinator [1]	1/5/2025	$ 36.45	$ 38.27	$ 40.19	$ 42.20	$ 44.31	$ 46.52
Recreation Specialist I [4]	1/1/2026	$ 22.94	$ 24.09	$ 25.29	$ 26.55	$ 27.88	
Recreation Specialist II [4]	1/1/2026	$ 25.23	$ 26.49	$ 27.81	$ 29.20	$ 30.66	

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

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Senior Lifeguard [4]	1/1/2026	$	23.97	$	25.17	$	26.43	$	27.75	$	29.14		
Senior Rec Leader [4]	1/1/2026	$	20.85	$	21.89	$	22.98	$	24.13	$	25.34		
Technology Specialist I [1]	1/5/2025	$	45.52	$	47.79	$	50.18	$	52.69	$	55.33	$	58.09
Technology Specialist II [1]	1/5/2025	$	56.44	$	59.26	$	62.23	$	65.34	$	68.60	$	72.04
Technology Specialist III [1]	1/5/2025	$	62.25	$	65.37	$	68.63	$	72.07	$	75.67	$	79.45
Van Driver [4]	1/1/2026	$	22.94	$	24.09	$	25.29	$	26.55	$	27.88		

Notes

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

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

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

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

[3] Hourly pay rates derived by multiplying full-time Police Dispatcher by 12 (months in year) adding 13% and dividing by 2080 (hours in work year)

[4] Tied to Belmont minimum wage as follows:

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

[5] "Facilities" added to position title

City of Belmont Master Employee Pay Schedule - Calendar Year 2025 - 2026

Adopted November 25, 2025

Revision History

Resolution 2018-04 Initial Adoption	March 13,2018
Resolution 2019-019 Revised Adoption	February 23,2021
Resolution 2022-093 Revised Adoption	September 27,2022
Resolution 2022-109 Revised Adoption	November 8, 2022
Resolution 2023-058 Revised Adoption	June 27, 2023
Resolution 2023-074 Revised Adoption	September 26, 2023
Resolution 2023-094 Revised Adoption	November 28, 2023
Resolution 2024-02 Revised Adpotion	January 9, 2024
Resolution 2024-19 Revised Adpotion	March 26, 2024
Resolution 2024-53 Revised Adoption	June 25, 2024
Resolution 2024-69 Revised Adoption	September 24, 2024
Resolution 2024-80 Revised Adoption	December 3, 2024
Resolution 2025-23 Revised Adoption	March 25, 2025
Resolution 2025-52 Revised Adoption	July 8, 2025
Resolution 2025-55 Revised Adoption	August 26, 2025

Council Agenda Item 12
Matter of Council
Interest/Clarification

Meeting Date: November 25, 2025
Councilmember(s): Gina Latimerlo and Cathy Jordan
Item Title: Formation of a City Council Ad Hoc Housing & Long-Range Planning Subcommittee

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Description of Issue/Request:
Following the recent Joint City Council and Planning Commission Study Session on new State Housing Laws, Councilmembers and staff discussed the need for an ongoing venue to track and evaluate the impacts of these evolving laws on Belmont's local policies and long-term planning efforts. We are requesting the formation of a City Council Ad Hoc Housing & Long-Range Planning Subcommittee. This subcommittee would consist of two Councilmembers and serve as an informational and advisory forum to stay current on state housing legislation and its implications for Belmont.

The goal of this subcommittee is to provide a structured venue for understanding and tracking new and evolving state housing laws, with particular attention to how these laws interface with Belmont's adopted General Plan, long-term community vision, and current housing and development initiatives under the current RHNA cycle. This subcommittee would serve as a communication bridge helping ensure that Council remains informed on the broader regulatory and legislative context affecting local planning and development efforts.

Approximately how much staff involvement will this item take?
40+ hours. Staff participation would include representatives from Community Development, Housing & Economic Development, the City Manager's Office, and the City Attorney's Office.

Financial Implications?
Within Existing budget.

How time sensitive is this issue?
High. Numerous state housing bills are enacted each year, significantly shaping local planning processes and compliance requirements. Ongoing development activity in Belmont makes timely awareness and coordination critical.

General Plan/Vision Statement.
The Housing and Long-Range Planning Subcommittee supports the City's vision by fostering proactive, informed, and transparent planning efforts that align with State law while maintaining Belmont's long-term community values and goals

Attachments
A. None