

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



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CITY COUNCIL REGULAR MEETING AGENDA

Tuesday, January 9, 2024

7:00 PM

City Council Chambers

City Hall, One Twin Pines Lane, Belmont, California

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

PUBLIC COMMENT:

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

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

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

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. REPORT FROM CLOSED SESSION

4. SPECIAL PRESENTATIONS

A. Proclamation Honoring Judy Sheldon Owner of Judy's Flag City on Her Retirement

5. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

This portion of the meeting is reserved for persons wishing to address the Body on any City matter not on the

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

6. COUNCILMEMBER ANNOUNCEMENTS

7. CONSENT BUSINESS

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

A. Approval of Minutes

Recommendation: Consider modifications and approve meeting minutes

Attachment(s):

[December 12, 2023 Special and Regular Meeting Minutes](#)
[BFPD December 12, 2023 Meeting Minutes](#)

B. Memorandum of Understanding with the Harbor Industrial Sewer Maintenance District

Recommendation: Adopt a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Harbor Industrial Sewer Maintenance District (HISMD) to evaluate the feasibility of the City assuming responsibility for the conveyance and treatment of sewer services in the Harbor Industrial Area.

Attachment(s):

[Staff Report](#)
[Resolution](#)
[Memorandum of Understanding](#)

C. Revised Master Employee Pay Schedule

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

Attachment(s):

[Staff Report](#)
[Resolution](#)
[Exhibit A - Master Employee Pay Schedule](#)

D. Ongoing Communications Outreach and Consulting Services

Recommendation: Adopt a resolution (1) authorizing the City Manager to negotiate and execute an amendment to the service agreement with The Lew Edwards Group to provide communications outreach and consulting services in an amount of \$78,000 plus a 10% contingency, for a total service agreement not-to-exceed amount of \$295,800 and (2) approving a supplemental budget appropriation of \$42,900 for the current fiscal year 2023-24

Attachment(s):

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

E. Contract Award for the 2023 Pavement Project, City Contract Number 2022-613

Recommendation: Adopt a resolution to 1) award the contract for the 2023 Pavement Reconstruction Project to Ghilotti Bros., Inc for \$3,105,207 with a 10% construction contingency of \$310,521 for unforeseen conditions for a total amount not-to-exceed \$3,415,728, and authorize the City Manager to execute a contract for the 2023 Pavement Project, City Contract Number 2022-613; and 2) authorize a budget transfer of \$600,000 from the RMRA Pavement Rehabilitation & Slurry Projects #3115 to CIP Project #3108 to replace \$510,747 of Measure I funding currently budgeted in CIP Project #3108 and add an additional \$89,253 budget appropriation to CIP Project #3108

Attachment(s):

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

8. PUBLIC HEARINGS (none)

9. GENERAL BUSINESS

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

A. 2024 Council Intergovernmental Assignments (IGR)

Recommendation: Motion to adopt the 2024 Council Intergovernmental Assignments (IGF)

Attachment(s):

[2024 Assignment List](#)

10. BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

B. Verbal report from City Manager

11. MATTERS OF INTEREST/CLARIFICATION

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

12. ADJOURNMENT

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

**MINUTES OF SPECIAL AND REGULAR CITY OF BELMONT CITY COUNCIL AND
BELMONT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS MEETING**
City Council Chambers, City Hall, One Twin Pines Lane, Belmont, California

TUESDAY, DECEMBER 12, 2023,

SPECIAL MEETING

CALL TO ORDER 6:15 PM

ROLL CALL

COUNCILMEMBERS PRESENT: Latimerlo, McCune, Mates
COUNCILMEMBERS ABSENT: Pang-Maganaris, Hurt

ITEMS OF BUSINESS

SPECIAL PRESENTATIONS

Presentation of Beautiful Belmont Awards

Mayor Mates presented awards to:

Commercial Category

Tacos El Grullense

Residential

890 Laurel

2280 Ralston Avenue, owner Tony Askari

1661 Ralston Avenue, owner Ari David Phillip

1220 Judson Street owners, Reed & Jen McBride

Presentation of Community Service Award

Mayor Mates recognized the following individuals for their exemplary impacts to the Belmont Community:

Carri Chang Pang, Adele Della Santina, Mike Fabel, Huan Phan, Ilona Holcomb

ADJOURNMENT to reception and regular meeting at this time being 6:45 p.m.

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

REGULAR MEETING

CALL TO ORDER: 7:00 p.m.

ROLL CALL

COUNCILMEMBERS PRESENT: Latimerlo, McCune, Mates

COUNCILMEMBERS ABSENT: Pang-Maganaris, Hurt

PLEDGE OF ALLEGIANCE

Led by: Cathy Wright

REPORT FROM CLOSED SESSION

No closed session on the agenda.

SPECIAL PRESENTATIONS

HIP Housing Presentation of Calendar Art Participants and Annual Update

Lauren Boro, Board of Directors HIP Housing, provided an updated on the affordable housing programs provided by HIP Housing. She introduced Belmont resident Zoey Wang one of 13 winners of the annual HIP Housing Calendar Art Contest.

Mayor Mates presented Ms. Wang with a certificate of recognition.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Joan Dentler thanked the Belmont Police Departments actions at a disturbance at her home earlier in the week.

Norm Terello, commented on the services available from Medical Equipment Loan Program (MELP).

COUNCILMEMBER ANNOUNCEMENTS

Councilmembers commented on upcoming holiday events.

CONSENT BUSINESS

Minutes of City Council Special and Regular Meeting November 28, 2023, and BFPD November 28, 2023

Monthly Financial Reports - October 2023

Ordinance 2023-1174 to amend the Belmont City Code Chapter 2, Article 1, Section 2-3 to increase the salary of city council members from \$390 per month to \$950 per month as authorized by Government Code Section 36516 and the elected mayor is to receive the same salary as a member of the city council plus an additional amount equal to 10% percent of the salary. The salary change would be effective following the next regular election in November 2024.

Resolution 2023-098 authorizing the City Manager to execute Amendment No. 4 to the service agreement with 4 Leaf, Inc. to provide building inspection services.

Resolution 2023-99 authorizing the City Manager to enter into a Services Agreement with Kimley-Horn for Regional Commercial (RC) General Plan/Zoning Text Amendment Environmental Services

Resolution 2023-100 accepting the work and authorizing the issuance of a Notice of Completion for the Ralston Avenue Pavement Rehabilitation Project, City Contract Number 2023-622

Resolution 2023-101 approving plans and specifications, authorizing advertisement for sealed bids, authorizing the City Manager to execute a contract with the lowest responsible bidder for an amount not to exceed \$2,537,500 plus a ten percent construction contingency for an amount not-to-exceed \$2,791,250, and authorize an engineering services agreement with BKF Engineers for bidding and construction support engineering services associated with the Hiller Lift Station Capacity Enhancement Project (CCN 2024-629) in the amount of \$240,000

ITEMS REMOVED FROM THE CONSENT CALENDAR

Resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Harbor Industrial Sewer Maintenance District (HISMD) to evaluate the feasibility of the City assuming responsibility for the conveyance and treatment of sewer services in the Harbor Industrial Area

City Attorney noted that since Councilmember Latimerlo will be recused from voting on this item due to a conflict with her residence in proximity to the project resulting in a lack of quorum for the vote, the item will be removed and returned to a subsequent meeting for adoption.

City Attorney read the title of Ordinance 2023-1174.

ACTION:

On a motion made by Councilmember McCune and seconded by Councilmember Latimerlo the Consent Business was approved as amended by a roll call vote (3-0 Pang-Maganaris, Hurt absent).

PUBLIC HEARINGS

None

GENERAL BUSINESS

Council Year End Presentation

Mayor Mates provided an overview brief 2023 year in review noting major accomplishments in the five council strategic focus areas those areas including continued strides the City is making in providing affordable housing and numerous community programs brought back after the COVID-19 pandemic hiatus.

Appointment of Vice Mayor and Council Intergovernmental Assignments for Calendar Year 2024

ACTION: On a motion made by Mayor Mates and seconded by Councilmember McCune Councilmember Latimerlo was appointed Vice Mayor for 2024 by a roll call vote (3-0 Pang-Maganaris, Hurt absent).

City Clerk Plut administered the Oath or Office to Vice Mayor Latimerlo.

Consider Changes to and Motion To Approve The City Council Intergovernmental Assignments For Calendar Year 2024

Councilmembers provided updates on their assignments.

Public Comment

Joan Dentler State Senator Beckers Office offered appreciation to outgoing Vice-Mayor Hurt and congratulated newly appointed Vice Mayor Latimerlo.

BRIEF VERBAL REPORTS FROM MEMBERS AND STAFF

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

Councilmembers reported on their assignments

Verbal report from City Manager

City Manager Oskoui thanked the Council for a successful 2024 and wished all a Happy Holiday Season.

MATTERS OF INTEREST/CLARIFICATION

None.

ADJOURNMENT at this time being 7:50 p.m.

Submitted by,
Jozi Plut, City Clerk

MEETING MINUTES OF CITY OF BELMONT CITY COUNCIL AND BELMONT FIRE PROTECTION DISTRICT BOARD OF DIRECTORS REGULAR MEETING

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

TUESDAY, DECEMBER 12, 2023

CALL TO ORDER: 7:00 PM

ROLL CALL

DIRECTORS PRESENT: Latimerlo, McCune, Mates

DIRECTORS ABSENT: Pang-Maganaris, Hurt

CONSENT BUSINESS

Approval of BFPD November 28, 2023, Meeting Minutes.

ACTION:

ADJOURNMENT at this time being 7:50 PM,

Submitted by,
Jozi Plut, District Secretary



STAFF REPORT

Meeting Date: January 9, 2024
Agency: City of Belmont
Staff Contact: Kathy Kleinbaum, Assistant City Manager, kkleinbaum@belmont.gov
Peter Brown, Public Works Director, pbrown@belmont.gov
Agenda Title: Memorandum of Understanding with the Harbor Industrial Sewer Maintenance District
Agenda Action: Resolution

Recommendation

Adopt a resolution authorizing the City Manager to enter into a Memorandum of Understanding (MOU) with the Harbor Industrial Sewer Maintenance District (HISMD) to evaluate the feasibility of the City assuming responsibility for the conveyance and treatment of sewer services in the Harbor Industrial Area.

Strategic Focus Area

Infrastructure and Mobility

Background

The Harbor Industrial Area (HIA) consists of 62 acres of San Mateo County unincorporated land bound by Old County Road to the west, O'Neill Avenue to the north, Belmont Creek on the south and US 101 to the east. The HIA is in the City's sphere of influence and contains primarily industrial land uses, with some commercial uses, and a mobile home park. A sphere of influence is a planning boundary outside of the city limits that designates the city's probable future boundary and service area as determined by the San Mateo Local Action Formation Commission (LAFCo). The 2017 Belmont General Plan Update and the City Council's Strategic Plan envision annexing the HIA and fully integrating it into the Belmont city limits. In 1997, about two-thirds of the prior HIA area was annexed into San Carlos.

The City is currently developing a Specific Plan for the HIA area in order to provide the land use framework for the future annexation. In parallel with this effort, the City is also working with the County and the Harbor Industrial Sewer Maintenance District (HISMD) to determine how to transfer public infrastructure to the City, including transitioning sanitary sewer services from the County to the City of Belmont.

The HISMD was formed in 1951 for the sole purpose of providing sewer service to the Harbor Industrial Area. The San Mateo County Board of Supervisors serves as the ex officio Board of the HISMD and County Public Works staff are responsible for maintaining and operating the HISMD. The sewage generated within the HISMD is currently conveyed through the City of San Carlos and treated at the Silicon Valley Clean Water (SVCW) treatment plant using San Carlos' capacity rights under a Sanitary Sewerage Treatment Capacity Rights and Services Agreement between HISMD and the City of San



Carlos. HISMD does not have sufficient remaining undisputed sewage treatment capacity rights under the San Carlos agreement to serve additional development in the HIA.

The HISMD used to serve a larger area before annexation of land that was formerly in the HIA to the City of San Carlos in 1997. That land was since been detached from the HISMD and the remaining service area is entirely within the City of Belmont's sphere of influence. Since 2019, Belmont has approved several residential development applications for properties that were in the HIA and HISMD service area including 1304 Elmer Street, 633 O'Neill Avenue, and 608 Harbor Boulevard. These projects proposed annexing to the City and detaching from the HISMD, further reducing HISMD's service area. HISMD is concerned that continued piecemeal detachments from HISMD will undermine the district's viability. The City is reviewing a development application for 601 Harbor Boulevard which proposes the annexation of another project property to City. However, unlike other recent annexations which are receiving sewer service from Belmont, several scenarios exist for the sewer improvements, conveyance and treatment related to the 601 Harbor development, including having 601 Harbor remain in the HISMD for some period of time until full HIA annexation occurs.

Analysis

As properties have detached from the HISMD and annexed into Belmont and its sewer system, the HISMD service area and revenues have decreased, making it more costly to operate and maintain as a stand-alone sewer district. In addition, the future developments anticipated in the HIA, including the recently proposed Beam Reach project at 405-455 Harbor Boulevard, will increase sewage generation. Treatment capacity is not attainable by the HISMD under their current agreement with the City of San Carlos, therefore that agreement will need to be modified and one option is that Belmont will provide conveyance and treatment for sewer services. A MOU is necessary to work out the finite details of the sewer issues related to current development proposals, and both short- and long-term approaches to servicing the HIA area.

The MOU between the City and the HISMD lays out the process and timeline for the collaborative evaluation of the feasibility of the City assuming responsibility for sewer service to the HIA in conjunction with its annexation to the City. The evaluation process will include examination of the HISMD's assets and liabilities, formulation of rate schedules for transferring HISMD customers to the City's sewer service, negotiations with the City of San Carlos to transfer the HISMD's remaining treatment capacity allocation to the City, and collaboration on the application to LAFCo for various components of land or HISMD annexations.

The MOU also outlines that the 601 Harbor Boulevard project will be the last stand-alone development that will annex to the City. Belmont and HISMD propose in the MOU to explore disconnecting HISMD's Harbor Boulevard sewer main from the San Carlos system and connecting the main to the City's sewer system for conveyance to and treatment at the SVCW plant. This would allow the property to remain in the HISMD until full HIA annexation and receive sewer service through HISMD. The MOU includes provisions for facilitating the necessary sewer improvements, rates, and agreements to allow this to occur.



Exhibits C and D to the MOU are still under formulation, including the draft Development Agreement for 601 Harbor Boulevard and Sanitary Sewer Master Plan, and are therefore not included with MOU document.

Once approved by the City, the MOU will need to go before the County Board of Supervisors for their approval, in their ex officio role as the HISMD Board.

Entering into the MOU to collaboratively evaluate the feasibility of the City assuming sewer service for the HIA is not a project subject to CEQA because it is an administrative activity that will not result in direct or indirect physical changes in the environment (CEQA Guidelines Section 15378(b)(5)).

Alternatives

1. Take No Action
2. Return to staff for additional information

Attachments

- A. Resolution approving entering into the MOU

Fiscal Impact

☒ No Fiscal Impact

☐ Funding Source Confirmed: Entering into the MOU does not commit the City to any fiscal expenditures. The HISMD has agreed to share in the expense of any studies that may be needed to complete the evaluation.

Source:

Staff

Purpose:

Council Vision/Priority

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2023 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE HARBOR INDUSTRIAL SEWER MAINTENANCE DISTRICT TO EVALUATE FEASIBILITY OF THE CITY ASSUMING RESPONSIBILITY FOR SEWER SERVICE TO THE HARBOR INDUSTRIAL AREA

WHEREAS, the Harbor Industrial Area (HIA) is in the City’s Sphere of Influence and the 2017 General Plan Update and the City Council’s Strategic Plan envision annexing the HIA and fully integrating it into the Belmont community; and,

WHEREAS, the City is in the process of developing a Specific Plan for the HIA area in order to provide the land use framework for the future annexation; and,

WHEREAS, the Harbor Industrial Sewer Maintenance District (HISMD) was formed in 1951 for the sole purpose of providing sewer service to the Harbor Industrial Area; and,

WHEREAS, the City is also working with the County and HISMD to determine the infrastructure components of a future annexation, including transitioning sanitary sewer services to the City of Belmont; and

WHEREAS, the City, County, and HISMD have begun discussions on the associated infrastructure components of the proposed annexation of the entirety of the HIA to the City of Belmont and have determined that it may be beneficial to dissolve the HISMD and for the City to extend its sewer services to the area; and

WHEREAS, the City and the HISMD have negotiated a Memorandum of Understanding (MOU) to lay out the process and timeline for the collaborative evaluation of the feasibility of the City assuming responsibility for sewer service to the HIA in conjunction with its annexation to the City; and

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

SECTION 1. The City Manager is authorized to negotiate and execute a MOU with the HISMD in substantially the form included as an Exhibit to this Resolution.

* * *

ADOPTED December 12, 2023 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

MEMORANDUM OF UNDERSTANDING
between the
CITY OF BELMONT
and the
HARBOR INDUSTRIAL SEWER MAINTENANCE DISTRICT

(SANITARY SEWER SERVICES AND SEWAGE TREATMENT CAPACITY)

This Memorandum of Understanding (“MOU”), made and entered into this _____ day of _____, 2023, by and between the City of Belmont (“City”), a municipal corporation of the State of California, and the Harbor Industrial Sewer Maintenance District (“District”), a special district in County of San Mateo, State of California.

WHEREAS, the District was formed on December 18, 1951, pursuant to Section 5820 *et seq.* of the Streets and Highways Code to provide sewer service to an unincorporated portion of the County of San Mateo (“County”) commonly known as the Harbor Industrial Area (HIA) which is the Service Area of the District (see Attachment A depicting the Service Area); and

WHEREAS, the County Board of Supervisors serves as the *ex officio* Board of the District and the County’s Department of Public Works maintains the District and provides the staff and administrative support necessary to operate the District; and

WHEREAS, the District maintains approximately 0.9 miles of sewer lines, some of which were first constructed in 1951 during the initial development of the HIA and the District includes 61 sewer service connections or approximately 183 equivalent residential units based on water consumption calculations consistent with the County’s Ordinance Code; and

WHEREAS, the District is one of ten County-maintained districts providing sewer service and is one of the smaller districts in terms of sewer main length and customers served; and

WHEREAS, the District entered into a Sanitary Sewerage Treatment Capacity Rights and Services Agreement with the City of San Carlos on January 5, 1982 (San Carlos Agreement) for the transport and treatment of District sewage; and

WHEREAS, in 1997 the portion of District Service Area south of Belmont Creek was annexed to the City of San Carlos (San Carlos) and detached from the District and no Amendment to the Agreement was executed to affect the District’s sewage treatment capacity authorized under the Agreement (0.33 million gallons per day); and

WHEREAS, the remaining District Service Area is within the sphere of influence of the City of Belmont; and

WHEREAS, in 2019, two properties that were previously in the unincorporated District Service Area located at 1304 Elmer Street and 633 O’Neill Avenue annexed to the City and detached from the District as part of the Artisan Crossings housing project to which the City will provide sewer service upon completion of construction; and

WHEREAS, the City has received development applications for properties located in the unincorporated HIA and the District’s Service Area at 601, 605, 615 and 625 Harbor

Boulevard and 1421 Old County Road (“601 Harbor” project), and at 604 through 610 Harbor Boulevard (“608 Harbor” project) that propose annexation of the project properties to the City; and

WHEREAS, the City, District and County have begun discussing the associated components of orderly annexation with sewage transport and treatment being a significant issue to reach resolution on; and

WHEREAS, the District is concerned that the continued one-by-one detachment of parcels from the District contributes to rendering a sewer district that may become infeasible to operate and maintain as a stand-alone District due to reduction in revenue and the potential re-routing of sewage that is inconsistent with the planned routing of sewage through and from the District; and

WHEREAS, the proposed developments and future developments will significantly increase sewage generation within the District, providing sewer service (transport and treatment) to accommodate the developments is a complex issue, and treatment capacity is not attainable by the District under the current agreement the District has with the City of San Carlos; and

WHEREAS, the District and City have worked collaboratively to examine the proposed developments, future annexations, and the existing sewer infrastructure holistically and wish to ensure that appropriate decisions relative to sewage transportation and treatment are made to reasonably anticipate and accommodate future needs and conditions; and

WHEREAS, the District derives revenue via sewer service charges collected on the tax bills and via a limited share of property tax revenue; and

WHEREAS, the District expenses include in-District costs, including items such as operation and maintenance, regulatory compliance and District capital improvements, as well as out of District costs, including items such as sewage conveyance, treatment, and capital improvements by the downstream agency; and

WHEREAS, the City provides sewer service to areas immediately adjacent to the District’s Service Area (See Attachment A); and

WHEREAS, the West Bay Sanitary District and the cities of San Carlos, Belmont and Redwood City are member agencies to Silicon Valley Clean Water (SVCW), a joint powers authority providing sewer conveyance and treatment services to the member agencies; and

WHEREAS, the San Mateo Local Agency Formation Commission (LAFCo), in its July 14, 2011 *Municipal Service Review and Sphere of Influence Update for the City of Belmont, Belmont Fire Protection District and related County-governed Districts* report stated that opportunities exist for the County and cities to examine alternatives in operation and governance of sewer operations for a more efficient and regional approach to serve communities served by interconnected systems and the same sewage treatment plant; and

WHEREAS, the proximity of City service area to the District’s Service Area and the economies of scale available to the City may allow the City to provide more efficient sewer services to the District’s Service Area in the long term and with more efficient operation and maintenance than what would exist if the District continued to provide that service; and

WHEREAS, the City and District believe that there could be benefits from future planning and development opportunities in the Service Area if the District were to dissolve and the City were to extend its sewer service area to include the District’s Service Area; and

WHEREAS, the City is exploring possible annexation of the entirety of the Harbor Industrial Area (HIA) currently within the unincorporated County area; and

WHEREAS, the City and District desire to enter into a Memorandum of Understanding to evaluate the feasibility of the City assuming responsibility for certain elements of sewer service within the District and a process for potential extension of the City's service area to include the Service Area, in connection with annexation of the overall Service Area, along with each party's respective rights and responsibilities associated with this process; and

WHEREAS, the City and District are government agencies duly authorized and existing under the laws of the State of California, and situated within the boundaries of the County of San Mateo; and

WHEREAS, Government Code section 54981 allows the legislative body of any local government agency to contract with another agency for performance of municipal services or functions.

NOW, THEREFORE, IN CONSIDERATION OF THEIR MUTUAL COVENANTS IN THIS MEMORANDUM OF UNDERSTANDING, THE CITY AND DISTRICT AGREE AS FOLLOWS:

I. TERMS AND CONDITIONS

A. Term of MOU

The term of this MOU shall be from the date first set forth above to either December 31, 2025 or the effective date of dissolution of the District, whichever comes first. This MOU may be terminated pursuant to Section J.

B. Authorizations

The City Manager, serving as the City's designee, is authorized to approve extensions to the term of this MOU, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of the City, provided such approvals are not vested in the authority of the City Council, and provided that any approval requiring payment of funds in excess of appropriated funds requires City Council approval of the appropriation of those funds.

The Director of the County of San Mateo Department of Public Works, serving as the County Board of Supervisors' (acting as the Board of the District) designee and the District's Administrative Officer, is authorized to approve the extension of the term of this MOU, to modify due dates, to resolve conflicts, or otherwise grant approvals on behalf of District, provided that any approval requiring payment of funds in excess of appropriated funds requires the County Board of Supervisors' approval of the appropriation of those funds.

C. Insurance

Each party will maintain a program of self-insurance or excess insurance, or any combination thereof, and shall name the other party as an additional insured thereto to

protect against any liability for bodily injury or property damage arising out of, or in connection with, the performance of the insuring party, its appointed or elected officials, officers, agents, and employees, under this MOU. The liability coverage under such program of self-insurance or excess insurance shall not be less than Two Million Dollars (\$2,000,000) combined single limit for each occurrence. Each party shall supply a certificate of self-insurance to the other party on or before the time of execution of this MOU. Each party shall notify the other party in writing prior to any termination of such self-insurance program.

D. Indemnification

Each party (the “Indemnifying Party”) agrees to indemnify, defend and hold the other party and its affiliates and their respective officers, directors, employees and agents harmless from and against all third-party claims, losses, liabilities, damages, expenses and costs, including attorney’s fees and court costs, arising out of the Indemnifying Party’s (i) negligence or willful misconduct or (ii) its material breach of any of the terms of this MOU. The Indemnifying Party’s liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability. The party seeking indemnification shall provide the Indemnifying Party with prompt written notice of any claim and give complete control of the defense and settlement of the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

E. Amendment

This MOU may be amended at any time upon the written mutual approval of the parties, with such amendment signed by authorized representatives of the Parties.

F. Notices

Any and all notices required to be given hereunder shall be deemed to have been delivered upon deposit in the United States mail, postage prepaid, addressed to either of the parties at the following mailing address, with a copy provided via electronic mail, or such other addresses as are provided by either party in writing:

To City: City of Belmont 1 Twin Pines Lane Belmont, CA 94002 Attn: Director, Public Works Email: _____	To District: Harbor Industrial Sewer Maintenance District 555 County Center, 5 th Floor Redwood City, CA 94063 Attn: Director, Public Works Email: _____
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G. Severability

If any provision of this MOU is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the validity, legality, or enforceability of the remaining portions will not in any way be affected or impaired thereby.

H. Entire Agreement

This MOU, together with Attachments A, B, C, and D attached hereto and incorporated herein contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior negotiations, documents, and discussions pertaining thereto.

I. Debt Limitation

The City and District are both subject to laws or policies which limit their ability to incur debt in future years. Nothing in this MOU constitutes an obligation of the legislative bodies of the City or District to appropriate funds for purposes of this MOU in future fiscal years.

J. Termination

Either Party may terminate this MOU at any time in the event of a breach by the other Party of a material covenant, commitment or obligation under this MOU that remains uncured thirty (30) calendar days following written notice thereof. Such termination shall be effective immediately and automatically upon the expiration of the applicable notice period, without further notice or action by either Party. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.

K. Conflict of Interest

The City and the District shall each avoid all conflicts of interest in the performance of this MOU and shall immediately notify the other should a conflict of interest arise that would prohibit or impair the party's ability to perform under this MOU.

L. Non-Discrimination

Neither the City nor District will discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identification, disability, ethnicity, or national origin, in connection with or related to the performance of this MOU.

M. Limitations

Intentionally left blank.

N. Disputes

The City and District agree that, with regard to all disputes or disagreements arising under this MOU which are not resolved informally at the staff level after a good faith attempt by both parties, the parties may, at their sole and mutual discretion, agree to engage in mediation. The costs of the mediation shall be divided equally between the parties, unless otherwise agreed.

O. Relationship of the Parties.

The relationship of the Parties hereto is that of independent contractors. Nothing in this MOU, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties or commitments on behalf of the other Party, or otherwise act on behalf of the other. Each Party shall be solely responsible for payment of the salaries of its employees and personnel, workers' compensation, and all other employment benefits.

P. Force Majeure.

Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this MOU, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, acts of God, or other similar or different occurrences beyond the reasonable control of the Party so defaulting or delaying in the performance of this MOU, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within 10 business days of its occurrence.

Q. Governing Law and Venue.

This MOU will be governed by and interpreted in accordance with the laws of the State of California. The Parties hereby agree that any action arising out of this MOU will be brought solely in the County of San Mateo Superior Court. Both Parties hereby submit to the exclusive jurisdiction and venue of such court.

R. Survival.

Each term and provision of this MOU that should by its sense and context survive any termination or expiration of this MOU, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this MOU.

S. Rights Cumulative.

The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

T. Counterparts.

This MOU may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via facsimile transmission, email, or electronic signature shall be deemed as effective as an original executed signature page.

U. Authorized Signatories.

It is agreed and warranted by the Parties that the individuals signing this MOU on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

V. Waiver.

No waiver of any term or right in this MOU shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this MOU shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this MOU thereafter.

II. SCOPE

A. Dissolution of District and Transfer of Service to City

The Parties agree to cooperatively evaluate dissolution of the District and extension of the City's sewer service area to include the District's Service Area in conjunction with the City's annexation of the entire Harbor Industrial Area. Dissolving the District and transferring service to the City will require application to and approval from the LAFCo. A goal of the evaluation process will be for the parties to present mutually agreed upon applications to LAFCo for dissolution of the District and extension of City's sewer service area that address the parties' interests. Once agreed upon, the City and District will coordinate and cooperate in submitting the necessary applications and supporting material for LAFCo action.

To these ends, the parties commit to each other as follows.

1. The District and the City will immediately begin and continue for the duration of this MOU to work collaboratively to evaluate and plan for orderly dissolution of the District and transfer of service and infrastructure to the City. The District and City will confer with LAFCo as appropriate in preparation for making applications to

LAFCo that would target dissolution and transfer of service effective no later than June 30, 2026 unless otherwise agreed upon in writing by both parties.

2. Throughout the evaluation process and before LAFCo action, the City and District will coordinate mutually agreed upon communication and outreach efforts to residents and businesses of the District's Service Area regarding dissolution of the District and transfer of service to the City.
3. The District and the City will work together to evaluate and plan for the disposition of the District's assets and liabilities. To effectuate discussion, the District will provide complete disclosure to the City of all District assets and liabilities including, but are not limited to, all cash reserves, property rights, infrastructure and improvements, loans and related payment obligations, contractual rights and obligations, rights to receive rate revenue, claims, settlements, judgments, injunctions, or decrees requiring present or future action or forbearance or creating other on-going or potential future obligation. The District will update the disclosures as reasonably requested by the City.
4. The District and the City will cooperatively formulate a rate schedule that will be adopted before dissolution for District customers transferring to the City service area. The agreed upon rates will be incorporated into the parties' LAFCo applications.
5. The City and District will work to ensure there is no disruption of activities presently carried out by the District, including but not limited to the provision of sewer service to the Service Area and District administrative functions (including rate collection and payment of fiscal obligations).
6. The District and the City will collaboratively engage the City of San Carlos for the purpose of reaching an agreement with San Carlos to transfer to the City all of the District's remaining treatment capacity allocation (Grant Eligible and Non-Grant Eligible) under the San Carlos Agreement. The District will use its best efforts to secure from San Carlos and transfer to the City the maximum treatment capacity allocation that can reasonably be secured under the District's existing rights.
7. The City and District will make best efforts to complete the dissolution and transfer of service as soon as practicable.
8. The District agrees to comply with all reasonable requests of City and will provide City's personnel and consultants with requested information and access to all documents and facilities as may be reasonably necessary for preparing and submitting an application to LAFCo.
9. The City agrees to comply with all reasonable requests of District and will provide District's personnel and consultants with requested information and access to all documents and facilities as may be reasonably necessary for preparing and submitting an application to LAFCo.
10. District and City will coordinate HISMD projects with proposed annexation projects to maximize developer paid improvements. The City agrees to include District staff in planning for proposed annexation projects and related developer

improvements. The District agrees to include City staff in any capital project planning associated with District improvements.

11. District will avoid incurring new or increased debt.
12. District fund balance from rates will only be used for expenses benefiting the system and not for rate subsidy or uses inconsistent with Proposition 218.
13. District and City will discuss cost sharing of studies.

B. Redevelopment and Annexation Prior to Dissolution of District

1. The parties have agreed that the 608 Harbor project properties may detach from the District, annex to the City and be served by the City's sewer system.
2. The parties anticipate that the 601 Harbor project properties will annex to the City and detach from the County but remain in and be served by the District's sewer system, which will be redirected to the City's sewer system for transportation to and treatment at the SVCW treatment facility until dissolution of the District and annexation of the entire HIA to the City. The District reserves the right to oppose any proposed annexations of individual parcels within District Service Area to City after the annexation of 601 and 608 Harbor Boulevard until the effective date of this MOU. In order to serve the sewer needs of the 601 Harbor project before annexation of the HIA to the City, the parties anticipate the following conditions must be satisfied. The City and District will immediately begin and continue for the duration of this MOU to work collaboratively and diligently toward agreement on matters needed to fulfill the conditions.
 - (a) The 601 Harbor project applicant commits in a development agreement with the City (Attachment D): to replace and upsize the District's Harbor Boulevard sewer main in accordance with the City of Belmont Harbor Industrial Sewer Maintenance District Sanitary Sewer Master Plan ("City's Sewer Master Plan") (Attachment C), to reconnect laterals, and to connect the District's improved main to the City's sewer system, all at the applicant's cost including design, construction and permitting.
 - (b) The project applicant applies for the permits necessary to construct the sewer improvements from the appropriate agencies. The District and the City will coordinate the permit process including submittal requirements, design, plan check, permit issuance, inspection, finalizing permits and accepting work. District and County will exercise approval authority in a manner consistent with the City's Sewer Master Plan.
 - (c) The District and City enter into a transportation and treatment agreement for the City to transport and treat the District's sewer flows at the SVCW treatment facility with the District's treatment capacity rights limited to that needed to treat the development existing in the HIA when this MOU is executed and the net additional capacity needed to treat flows from the 601 Harbor project.
 - (d) To the extent that any sewage emanating from the District flows through the City system prior to the annexation of the entire District area, the charges imposed by

the City for transporting the sewage shall be calculated for District rate payers in the same way as the charges are calculated for City rate payers.

- (e) The project applicant commits in a development agreement to pay connections fees to the District based on the Residential Unit Equivalents (RUE) calculated per County Ordinance Code Section 4.24.050 and the total number of sewage receptacles (fixtures) for the project.
 - (f) The City and the District agree upon the amount or method of calculating and distribution between them of sewer service and treatment fees to be charged to the 601 Harbor project until annexation of the HIA, and the project applicant commits in a development agreement with the City to pay the service and treatment fees.
 - (g) The 601 Harbor project applicant and City enter into a reimbursement agreement in which City passes through a fair share contribution from future development approved by the City that connects to the improved sewer main built by the 601 Harbor project in accordance with City's Sewer Master Plan with reimbursement contingent on annexation of the HIA.
3. Following the annexation of 601 Harbor's parcels to the City, the parties agree that no additional parcels in the District will be annexed to the City or detached from the District until dissolution of the District in conjunction with the annexation of the entire Harbor Industrial Area.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Memorandum of Agreement.

“City”

CITY OF BELMONT,

a California municipal corporation

By: _____

Name: Afshin Oskoui

Title: City Manager

Date: _____

Authorized by City Council

Resolution No.: _____

Adopted: _____, 2023

“District”

County of San Mateo Board of
Supervisors acting as the *ex officio*
Board of the Harbor Industrial Sewer
Maintenance District

By: _____

Date: _____

Attest:

Clerk of the Board of Supervisors

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Scott M. Rennie, City Attorney

Date: _____

Brian Wong, Lead Deputy County
Attorney

Date: _____

ATTACHMENTS:

- A – Harbor Industrial Sewer Maintenance District Service Area
- B – Sanitary Sewerage Treatment Capacity Rights and Services Agreement Between the City of San Carlos and the Harbor Industrial Sewer Maintenance District dated January 5, 1982
- C – City of Belmont Harbor Industrial Sewer Maintenance District Sanitary Sewer Master Plan
- D – City of Belmont and 601 Harbor Project Development Agreement

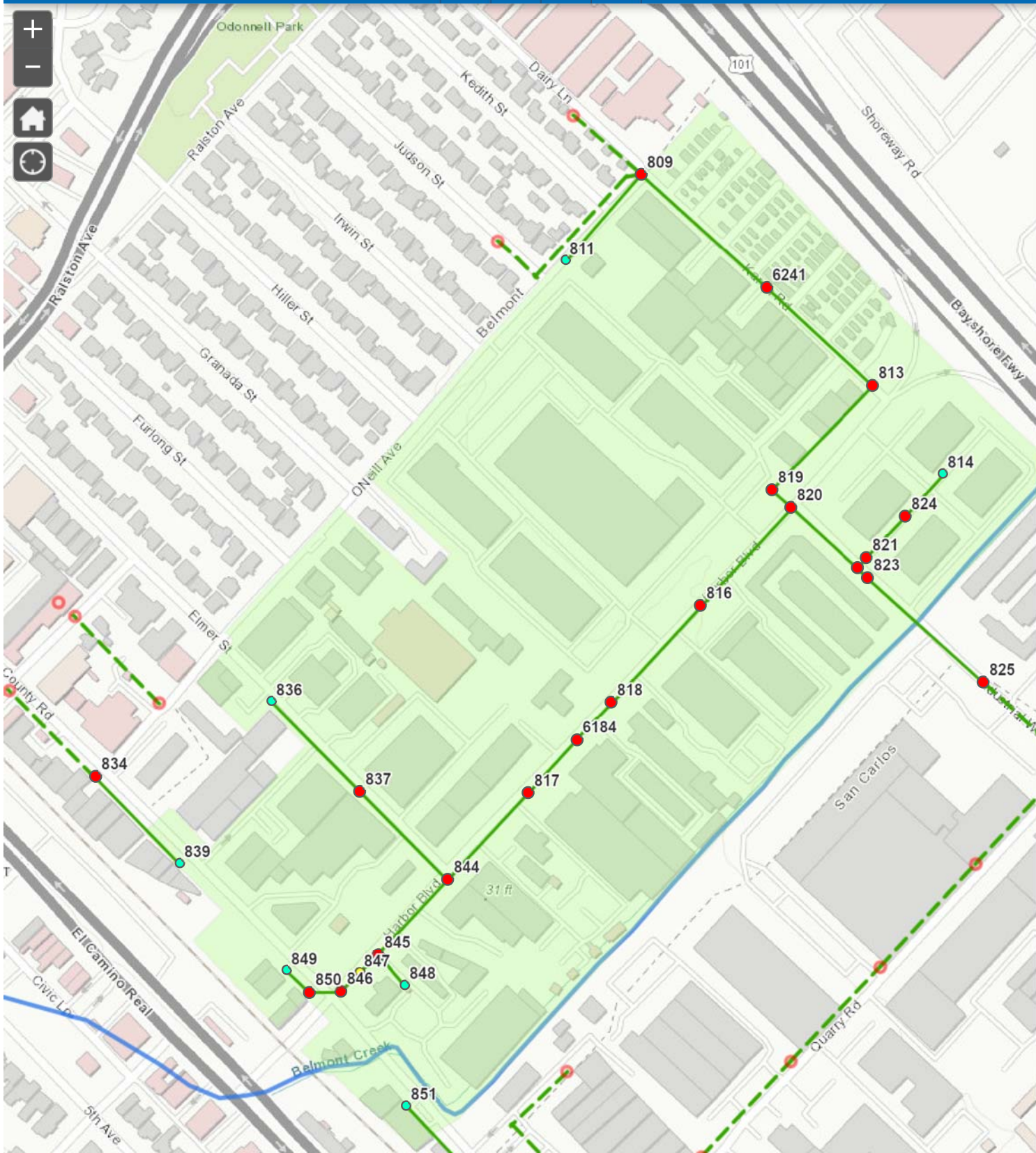


Exhibit A

Harbor Industrial Sewer Maintenance District Service Area

A G R E E M E N T
SANITARY SEWERAGE TREATMENT
CAPACITY RIGHTS AND SERVICES

THIS AGREEMENT, made and entered into this 5th day of January, 19 82, by and between the CITY OF SAN CARLOS, a municipal corporation of the State of California ("City"), and the HARBOR INDUSTRIAL SEWER MAINTENANCE DISTRICT, a sewer maintenance district of the County of San Mateo, State of California, ("District");

W I T N E S S E T H :

WHEREAS, District is a sewer maintenance District which owns and operates certain sanitary sewerage collection and transmission facilities serving lands within its boundaries; and

WHEREAS, pursuant to an agreement dated 5 August 1952, as amended, by and between District and City, the parties currently provide for the transmission, treatment and disposal of sewage emanating from District; and

WHEREAS, City is a party to that certain joint exercise of powers agreement (hereinafter described), establishing the South Bayside System Authority, a public entity, which currently provides sanitary sewerage transmission and disposal services to City and to other constituent agencies of said Authority; and

WHEREAS, said Authority proposes to construct, operate and maintain new sanitary sewerage facilities in conjunction with its present transmission and disposal facilities to serve its service area which includes the land within the District; and

WHEREAS, the construction of said new sanitary sewerage treatment facilities is to be funded by Federal and State grants, together with local public funds, but the capacity of said facilities so grant-funded to treat sewage is restricted by Federal and State regulations implementive of the Federal Water Pollution Control Act, as amended; and

WHEREAS, grant eligible capacity (hereinafter defined) is available in the amount hereinafter specified to treat sewage which may emanate from the lands situate within District's service area, but no treatment capacity will be available to treat such sewage in excess of said grant eligible capacity unless funding for the construction of such non-grant eligible capacity (hereinafter defined) is separately provided; and

WHEREAS, the new sanitary sewerage facilities are designed to include sufficient capacity to accomodate the anticipated requirements for treatment of sewage which may emanate from the lands within District's service area, but not to exceed the maximum amounts hereinafter specified; and

WHEREAS, City, the other constituent agencies of the South Bayside System Authority, and the County of San Mateo, have enacted certain uniform sanitary

sewerage ordinances necessitated by, and compatible with, the proposed new sanitary sewerage treatment facilities, the Federal Water Pollution Control Act, as amended by the Federal Water Pollution Act Amendments of 1972 (Public Law 92-500, 33 U.S.C. §§1151, et seq.), and Federal and States enactments implementive thereof; and

WHEREAS, said ordinances are effective and enforceable throughout the respective boundaries of City, the County of San Mateo, and the constituent agencies of the South Bayside System Authority; and

WHEREAS, District has capacity rights in the City's present transmission, pumping, and disposal facilities in the amount of 3-1/3% of the total capacity of said existing facilities; and

WHEREAS, in view of the changed circumstances with respect to provision for, and regulation of, sanitary sewerage treatment facilities, the parties thereto desire to provide for transmission, treatment and disposal of sewage emanating from District using Authority's new treatment facilities and, prior to completion of said facilities, to provide for interim services to be furnished, in part, pursuant to the prior existing agreement between City and District, all subject to the terms and conditions hereinafter set forth;

NOW THEREFORE, in consideration of the above premises and of the mutual promises herein contained, the parties hereto agree as follows:

1. DEFINITIONS. The following words or phrases wherever used in this agreement shall have the meanings hereinafter respectively ascribed thereto:

a. Authority. The South Bayside System Authority, a public entity established by joint exercise of powers agreement made pursuant to Articles I and II (commencing with §6500) of Chapter 5, Division 7, Title I, of the California Government Code, and entered into by and between the Cities of Belmont, Redwood City, and San Carlos, municipal corporations of the State of California, and the Menlo Park Sanitary District, a sanitary district formed pursuant to the Sanitary District Act of 1923 (Div. 6 [commencing with §6400], Calif. Health & Safety C.).

b. Authority's Treatment Plant. That sanitary sewerage treatment plant and associated appurtenances and facilities proposed to be constructed, operated and maintained by Authority as a part of Authority's sewerage facilities under and pursuant to the joint exercise of powers agreement described in paragraph 1(a) hereof. Said treatment plant, appurtenances and facilities and the construction thereof are described in those certain plans and specifications entitled "Subregional Wastewater Works - Unit No. 1 - Wastewater Treatment Plant", dated 1977, and prepared by Jenks & Harrison, Consulting Sanitary and Civil Engineers.

c. Capacity Rights (or "Treatment Capacity Rights"). The right to use sanitary sewerage treatment capacity of Authority's treatment plant, pumping, transmission, and disposal facilities, expressed in treatment of wastewater volume in millions of gallons per day (MGD), biochemical oxygen demand

(BOD₅) in pounds per day (lbs/day) and total suspended solids (TSS) in pounds per day (lbs/day). Actual amounts of capacity rights shall be measured or determined in accordance with the practices, procedures and/or rules or regulations established by Authority or to which Authority or City are subject, and with such meters or other equipment as may be required (at the cost of District) by Authority or City or otherwise provided pursuant to such practices, procedures and/or rules or regulations. Ownership of capacity rights consists of the right to treatment of wastewater (sewage) in the maximum MGD of volume, lbs/day of BOD₅, and lbs/day of TSS specified herein and subject to quality and/or other pollutant limitations thereon established by Authority and/or City. Ownership of capacity does not include ownership of, or any right or title to, any real or personal property or improvements of City or Authority for any such property or improvements covered by this agreement.

d. Capital Costs. The capital costs of construction of Authority's treatment plant as defined and described in the joint exercise of powers agreement described in paragraph 1(a) hereof, and including, but not limited to, the cost of all materials and work performed in such construction, all engineering, administration, legal, fiscal, and all other costs of work, materials, land acquisition, contingencies and services attributable to the capital costs of Authority's treatment plant.

e. City. The City of San Carlos, a municipal corporation of the State of California.

f. City's and/or Authority's Sewerage Facilities. Any and all devices, facilities, equipment, improvements or systems owned or used by City or Authority, or by both City and Authority, in the collection, storage, treatment, recycling, reclamation, or disposal of wastes or wastewater, including interceptor sewers, outfall sewers, or lines, sewage collection systems, pumps, power plants, treatment plants, recycling or reclamation plants, and other equipment and appurtenances thereto; extensions, improvements, remodeling, modifications, additions or alterations thereof; chemicals, materials or supplies used in connection therewith; or any other facilities, including land and improvements thereon, which are an integral part of the treatment process of City or Authority, or both City and Authority, or which are used for ultimate disposal of residues, effluent, or discharges, resulting from such treatment, or any other method or system for preventing, abating, reducing, storing, treating, separating or disposing of wastes or wastewater, including storm water runoff, industrial wastes, domestic wastes, or any combination thereof.

g. District. The Harbor Industrial Sewer Maintenance District, formed pursuant to Section 5820, et. seq., of the California Streets and Highways Code.

h. District Engineer. The Director of Public Works of the County of San Mateo, California, or his duly authorized officers, employees, or agents.

i. District's Sewerage Facilities. District's sanitary sewerage collection and transmission facilities and associated appurtenances.

j. Grant Eligible Capacity. That portion of the total treatment capacity or Authority's treatment plant, the capital costs of which are funded in part, or are to be funded in part, by grants issued pursuant to the Federal Water

Pollution Control Act Amendments of 1972 (P.L. 92-500, 86 Stat. §§816, et. seq., 33 U.S.C. §§1151, et seq.), and Federal and State (including State funding) enactments implementive thereof. The total amount of grant eligible capacity is restricted pursuant to the water pollution control laws on the basis of population projections for "critical air basins" (relating to air quality within Authority's service area).

k. Non-Grant Eligible Capacity. That portion of the total treatment capacity of Authority's treatment plant, the capital costs of which are, or shall be, entirely borne by the user or owner of the rights to such capacity. "District's non-grant eligible capacity rights" means District's rights to use that portion of the non-grant eligible capacity set aside to District by City pursuant to this agreement.

l. Operative Date of Authority's Treatment Plant. The date upon which Authority's treatment plant is operated and maintained so as to be capable of receiving and treating sewage emanating from District's territory.

m. Prior Existing Agreement. Collectively, that certain agreement by and between District and San Carlos and Belmont, dated 5 August 1952, together with any and all amendments, supplements, revisions, or addenda thereto not herein specified.

n. Sewage. Waste and wastewater as defined in San Carlos' Uniform Sanitary Sewerage Ordinance, as the same may from time to time be amended.

o. Uniform Sanitary Sewerage Ordinances. Those ordinances, rules, regulations, resolutions, orders, or directives, and any amendments or revisions thereto, enacted by San Carlos, the other constituent agencies of Authority, and County, uniform in substance, and establishing standards, conditions, and other regulations, relating to the use of such enacting agencies' and Authority's sewerage facilities.

2. GRANT ELIGIBLE CAPACITY RIGHTS. (a) Allocation. The parties hereto acknowledge that City has provided grant eligible capacity in the design of Authority's treatment plant to treat sewage emanating from lands situate within District's service area in the following amounts: 0.300 MGD, 346 lbs/day BOD₅, and 396 lbs/day TSS. City hereby acknowledges that, on and after the operative date of Authority's treatment plant, and subject to the terms and conditions hereof, San Carlos shall provide not less than the aforementioned grant eligible capacity rights for District's use for lands within District's service area.

(b) Title. Title to the aforesaid grant eligible capacity rights is, and shall remain at all times, vested in City; provided, however, that said grant eligible capacity rights shall be reserved and provided for District's use as aforesaid.

3. NON-GRANT ELIGIBLE CAPACITY RIGHTS. (a) Sale. Subject to the terms and conditions hereof, City hereby sells, assigns, transfers, allocates and sets over unto District non-grant eligible capacity rights in the amount of 0.030 MGD, 63 lbs/day BOD₅, and 63 lbs/day TSS.

(b) Rights. Ownership of the aforesaid non-grant eligible capacity rights, together with all rights and privileges of use appurtenant thereto, shall be vested in District upon the operative date of Authority's treatment plant, as the sole and exclusive possessor thereof, subject to the terms and conditions hereof.

District shall, and does hereby, have the right to allocate, sell, assign, lease, license, or otherwise dispose of said non-grant eligible capacity, or any portion

thereof, at and for, any consideration which District may determine to any person, firm, corporation, association, partnership, governmental agency or other entity for use within District's territorial limits.

(c) Transfers. District may, upon written consent of City, evidenced by resolution of City's City Council, granted pursuant to the provisions hereinafter specified, sell, assign, lease, license, or otherwise dispose of, at and for, any consideration which District may determine to any person, firm, corporation, association, partnership, governmental agency, or other entity, District's non-grant eligible capacity rights for use within the sanitary sewerage service area of City as now or hereafter defined, or, subject to the additional written consent of Authority, for use outside such service area of City but within the service area of Authority.

In the event of a sale, assignment, or other permanent disposition of District's non-grant eligible capacity rights, or any portion thereof, to a property owner or other person lawfully in possession of property to which connection or connections thereof are made to the sanitary sewerage collection system serving such property, all right, title and interest in and to and ownership of the capacity rights so conveyed, measured in accordance with paragraph 1(c), shall, as separate such rights be extinguished, and the right of the transferee to such capacity rights to use the sanitary sewerage capacity shall be no different than that of any other similarly situated user of the sanitary sewerage to which such connection is made irrespective of the funding of sanitary sewerage treatment capacity, and all right, title and interest in and to, and ownership of such capacity rights shall be deemed merged with all such rights, title, interest and ownership of the public entity having jurisdiction over the sanitary sewerage system to which such connection is made, and the capacity rights so merged shall become a part of the total allocation of the capacity rights to such public entity.

In the event of a lease, license or other temporary disposition of District's non-grant eligible capacity rights, or any portion thereof, to a property owner or other person lawfully in possession of property to which connection or connections thereof are made to the sanitary sewerage collection system serving such property, the transferee of the capacity rights shall have the exclusive right of use thereof only with respect to the property so connected to said collection system and only for the term of duration (or until earlier termination) of such lease, license, or other temporary disposition. Such transferee shall have no right or authority to sublease, license or otherwise convey the capacity rights possessed by said transferee, and any document between District and such transferee evidencing the transfer of capacity rights shall contain a clause prohibiting such further transfer, and any attempt at such further transfer shall be void. Upon expiration or earlier termination of the term or duration of any such lease, license or other temporary disposition of the capacity rights so conveyed by District, the right of use and possession thereof shall revert to District, and said capacity rights shall be deemed severed from the land to which they pertained during said leasing, licensing or other temporary disposition, and all rights and privileges of use appurtenant thereto shall again be vested in District, subject to all terms and conditions hereof.

City's consent to any such proposed sale, assignment, leasing, licensing or other disposition shall be made in accordance with the following procedure:

- (i) District shall submit written application to City therefor;
 - (ii) City's Administrator shall review, or cause to be reviewed, said written application and shall submit a report thereon with recommendations to City's City Council and to District;
 - (iii) The City Council shall review District's written application and the City Administrator's report and recommendations, and shall receive and review any additional written or oral presentation with respect to the subject of the proposed sale, assignment, leasing, licensing or other disposition which said Council, in its discretion, deems relevant;
 - (iv) The consent of the City Council shall be made within three months of the date of submission by District of its application; provided, however, that said period shall be extended by an amount (as the City Council shall determine) equal to any delays occasioned by District in responding to reasonable requests of the City Administrator for additional information or notification necessary or appropriate for preparation of the Administrator's report;
- (d) City's Right to Purchase. In the event District proposes or intends to sell, assign, lease, license, or otherwise dispose of District's non-grant eligible capacity rights, or any portion thereof, pursuant to the provisions of paragraph 3(c) hereof, District shall give to City written notice of such proposal or intention. Thereupon, and within 60 days of receipt of said notice, City shall have, and is hereby granted, the right and option to purchase, lease, license or otherwise acquire the non-grant eligible capacity rights proposed or intended to be sold, assigned, leased, licensed, or otherwise disposed of, (i) at the fair market value of said capacity rights then prevailing, or (ii) at the price hereinafter in paragraph 5(b) specified (reduced proportionately, in the event less than the whole amount of said non-grant eligible capacity rights is proposed to be sold), or (iii) at the price and upon the terms offered to District in writing by a bonafide prospective purchaser, assignee, lessee, or licensee, whichever amount is greater. If City fails to so advise District, or advises District of its intention not to exercise said right and option, District may sell, assign, lease, license, or otherwise dispose of the non-grant eligible capacity rights proposed to be sold in accordance with, and subject to, the provisions of paragraph 3(c).

4. SERVICES. Upon and after the operative date of Authority's treatment plant, City shall furnish sanitary sewerage transmission, pumping, treatment, and disposal services to District for sewage emanating from District and discharged into City's system at such place or places, and subject to the construction, installation and maintenance (all at District's cost) of metering or other measuring devices as City shall specify.

5. PURCHASE PRICE - CAPACITY RIGHTS. (a) Estimates. It is understood and agreed that the final cost of the Authority's Treatment Plant has not been determined and may only be estimated until final quantities and all contract change order costs have been decided. The cost of the Authority's 24.0 MGD is now estimated at \$55,706,293, resulting in an estimated average cost of \$2.32 per gallon of capacity.

(b) Grant Eligible Capacity. Under the provision of existing rules and regulations, 87.5 percent of the cost of eligible items is eligible for reimbursement from Federal and State Grants. The City must pay 12.5 percent of the cost of grant eligible items.

The City's 12.5 percent share of the grant eligible capacity is estimated to cost \$0.347 per gallon. District shall pay to City as reimbursement for the estimated local share of the 300,000 GPM grant eligible capacity allocated to District hereunder, the sum of ONE HUNDRED FOUR THOUSAND ONE HUNDRED DOLLARS.

(c) Non-Grant Eligible Capacity. Under the provisions of existing rules and regulations, the City must pay 100 percent of the cost of all non-grant eligible capacity now estimated to cost \$2.95 per gallon. District shall pay to City as reimbursement for the estimated cost of the 30,000 GPD non-grant eligible capacity allocated to District hereunder, the sum of EIGHTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS.

(d) Payment. District shall pay to City the estimated costs of District's grant eligible capacity pursuant to Paragraph 5(b) and District's non-grant eligible capacity pursuant to Paragraph 5(c) within thirty (30) calendar days of the date of this Contract.

(e) Final Adjustment of Costs. It is further understood and agreed that the aforesaid dollar amounts are estimates only and that the final actual cost of the District's grant eligible capacity rights, reserved hereunder and District's non-grant eligible capacity rights conveyed hereunder, shall be recomputed on the basis of the final total cost of Units 1, 2 and 3 of the Authority's Treatment Plant, including incidentals. District and City further agree method of determining final District costs shall be as, or similar to, method Authority uses in determining final City costs. District and City further agree District shall pay any increase to City and City will refund any decrease to District within twelve months of determination of final cost.

6. COMPENSATION - SERVICES. (a) Amounts. For and in consideration of the collection, transmission, pumping, treatment and disposal of sewage emanating from District's territory. District shall pay to City City's cost of providing such services, including, but not necessarily limited to, that portion of the costs of maintenance and operation payable by City to Authority attributable to the treatment of sewage emanating from District's territory, plus reasonable costs of administration incurred by City in carrying out its obligations to District for such service hereunder. The costs of such services shall be based upon the quality and quantity of sewage emanating from District's territory, measured or determined by meters or other equipment furnished at District's cost, and in accordance with practices, procedures and/or rules or regulations established by Authority or City or to which Authority or City are subject.

(b) Payments. Amounts payable pursuant to paragraph 6(a) thereof shall be paid in installments, payable, in advance, based upon estimates calculated by Authority and billed to City. Upon receipt of such billing, City shall bill District for District's amount payable hereunder, which amount shall be payable by District to City within 30 days of billing therefor. Upon determination of actual amounts due, calculated by Authority, City shall charge or credit, as the case may be, District for additional amounts or for refunds, and apply the same to the next succeeding installment payable by District.

7. INSPECTION SERVICES. District shall provide appropriate and adequate inspection services within District's territorial limits for the duration of this agreement, which services shall include, but not necessarily be limited to, enforcement of the provisions of the Uniform Sanitary Sewerage Ordinance effective within District's territory.

8. DISTRICT'S SERVICE AREA. The furnishing of the services to District by City herein specified, and the treatment capacity rights reserved and conveyed to District hereunder are expressly limited to sewage emanating from property situate within the service area of District as it exists upon the date hereof, which area is described in "Exhibit A" hereof, attached hereto, and by this reference incorporated herein; subject, however, to the provisions of paragraph 3(c) relating to the sale, assignment, leasing, licensing or other disposition of District's non-grant eligible capacity rights.

9. WITHDRAWAL OF DISTRICT'S TERRITORY. City and District are aware that (a) all or a portion or portions of the District's territory could be annexed to either San Carlos or Belmont; (b) said annexations do not necessarily require the detachment from the District of territory so annexed; (c) if said detachment did occur, agreements between the entities involved would have to be entered into covering transmission, treatment and disposal of sewage emanating from said annexed territory.

Therefore, the City and District concur that the allocation of capacity rights to the annexed territory shall be determined at such time as detachment of said territory takes place and by and between the parties affected by said detachment.

10. PROHIBITED DISCHARGES. District shall not discharge or permit to be discharged either directly or indirectly into City's or Authority's sewerage facilities any sewage or other matter which is prohibited by City's Uniform Sanitary Sewerage Ordinance, or which otherwise threatens to cause, or will cause, damage to City's or Authority's sewerage facilities.

11. UNAUTHORIZED DISCHARGES. District shall notify City immediately upon ascertaining that sewage has been deposited into District's or City's sewerage facilities in violation of the Uniform Sanitary Sewerage Ordinances of County or City. Such notification shall not relieve or absolve District from liability in any manner whatever which may result by reason of such unauthorized discharge.

12. MAINTENANCE, EMERGENCY CORRECTIONS. District agrees to maintain, repair, replace and operate District's sewerage facilities in good and operable condition while this agreement is in effect so as not to impair the efficiency or operation of City's or Authority's sewerage facilities, or to exceed the MGD, BOD₅, or TSS limitations herein specified, or otherwise to impair the performance of the parties hereunder. In the event repairs, construction, or other public work is or are necessary or appropriate to be performed within the territory of District in order to correct, eliminate or abate a condition within said territory which threatens to cause, causes, or caused damage to City's or Authority's sewerage facilities, or which otherwise threatens to cause, causes or caused a violation of any provision of the Uniform Sanitary Sewerage Ordinance of County or City, District shall perform, or cause to be performed, such repairs, construction or other public work. In the event District fails to perform or fails to cause to be performed such repairs, construction or other public work, then City may make reasonable emergency repairs at the sole cost and expense of District in a total sum not to exceed Five Thousand Dollars (\$5,000.00) per emergency; provided, however, that the foregoing amount shall not be deemed a limitation upon the above described obligation of District to perform all such repairs, construction or other public work entirely at District's cost.

13. HOLD HARMLESS. To the extent permissible by law, District shall and hereby agrees to hold City, their Council, boards, commissions, officers, employees, and agents, and Authority, its governing commission, officers, employees and agents, harmless from any liability for damages or claims for damages resulting, or alleged

to have resulted, from personal injury, including death, and/or from liability for damages or claims for damages to property or loss thereof, including loss of use thereof, resulting in any manner, directly or indirectly, by reason of any negligent or willful act or omission on the part of District, its officers, employees or agents in the performance of District's duties and obligations hereunder. District agrees to, and shall, to the extent permissible by law, indemnify and defend City, its Council, boards, commissions, officers, employees, and agents, and Authority, its governing commission, officers, employees and agents from any suits or actions at law or in equity for any damages or loss, whatsoever, caused or alleged to have been caused, by any of the aforesaid acts or omissions.

14. INTERPRETATION. This agreement shall be interpreted to insure the public against the creation and/or continuation of conditions inimical to the public health, safety and general welfare.

15. INJUNCTIVE RELIEF. Both City and District expressly agree that each and every term and condition of this agreement may be enforced by injunctive relief in any Court of competent jurisdiction.

16. ATTORNEYS' FEES. In the event of any breach of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees.

17. SUPPLEMENTAL AGREEMENTS. It is expressly understood and agreed by the parties hereto that this agreement may from time to time be revised, altered, amended or supplemented by written agreement approved and entered into in the same manner as this agreement.

18. PRIOR EXISTING AGREEMENT. Prior to the operative date of Authority's treatment plant, City shall continue to furnish sanitary sewerage treatment services to District, and District shall compensate City therefor, in accordance with, and pursuant to the terms and conditions pertaining thereto, of the prior existing agreement. Upon and after the operative date of Authority's treatment plant, the prior existing agreement shall fully cease and terminate, subject to the satisfaction of obligations thereunder incurred but not yet satisfied prior to said operative date, and the provisions hereof shall fully supersede and replace said prior existing agreement.

19. EXCUSE OF PERFORMANCE. In the event Authority's treatment plant is not constructed, or, after construction, does not operate or is prevented from operating so as to treat sewage emanating from District's territory as herein contemplated by reason of fire, flood, earthquake, damage or destruction by the elements, labor strike, any unavoidable casualty or accident, or by reason of any governmental disapproval, or the withholding, or failure to issue or grant any required governmental approval, or by reason of any governmental regulatory action, then, in the event of occurrence of any such contingency, City shall be excused from performance of any of its obligations not discharged or performed at the time of such occurrence. Any sums advanced by District pursuant to this agreement remaining in the possession of City with respect to which City is not obligated to pay Authority, or to any other payee at the time of the occurrence of such contingency, shall be refundable to District. Notwithstanding the foregoing, if after such occurrence, and within the period of five years therefrom, Authority or any successor thereof, does recommence construction or reconstruction of Authority's treatment plant, or said plant does, within said period of time, become operable and capable of treating sewage emanating from District, then the mutual rights, obligations, and duties of the parties hereto shall remain in full force and effect.

20. REPRESENTATIVES. The respective representatives for the administration of this agreement, and to whom notices or other communications deemed necessary or appropriate hereunder shall be given are, in the case of the District, the Director of Public Works of County, and in the case of City, the City Engineer.

21. PARAGRAPH, SUBPARAGRAPH HEADINGS. Paragraph headings and subparagraph headings as used herein are for convenience, only, and shall not be deemed to alter or amend the provisions of the paragraph or subparagraph which they head.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the date first hereinabove written.

ATTEST:

CITY OF SAN CARLOS,
A Municipal Corporation

Margaret R. Hanley
City Clerk

By

Mayor

Rayton J. De Rosa

ATTEST:

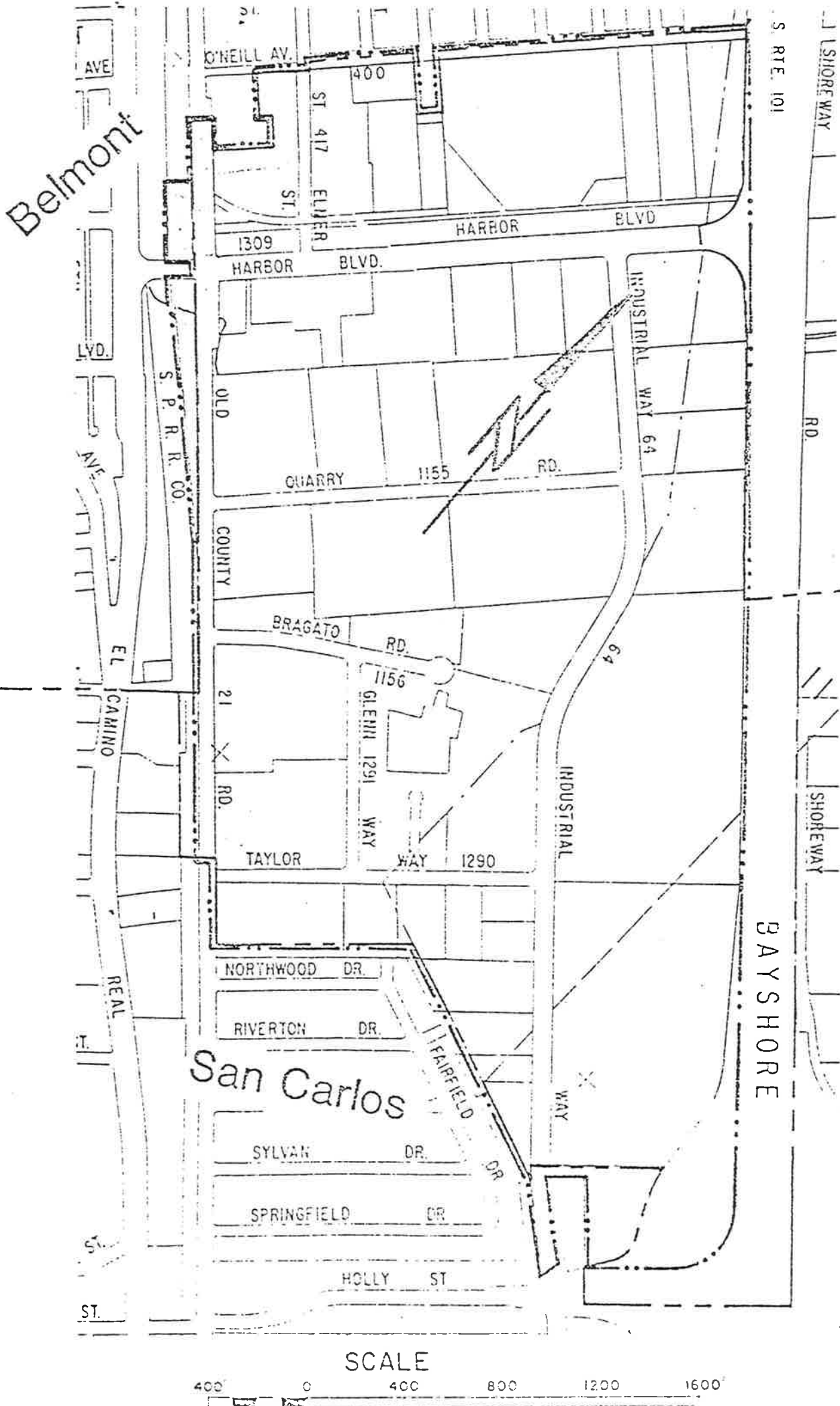
HARBOR INDUSTRIAL SEWER MAINTENANCE
DISTRICT, A Sewer Maintenance District of the County of San Mateo

Minerva L. Lake
Clerk of Board

By

Edward Bassano
Chairman of Board of Supervisors, County of San Mateo as the Ex-Officio Governing Board of the
HARBOR INDUSTRIAL SEWER MAINTENANCE
DISTRICT

HARBOR INDUSTRIAL SEWER
MAINTENANCE DISTRICT
SERVICE AREA





STAFF REPORT

Meeting Date: January 9, 2024
Agency: City of Belmont
Staff Contact: Laura Kirby, Human Resources Management Analyst, lkirby@belmont.gov
Agenda Title: Revised Master Employee Pay Schedule
Agenda Action: Resolution

Recommendation

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

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

Under CalPERS regulations (California Code of Regulations (CCR) Title 2, Section 570.5), the City is obligated to maintain a publicly accessible pay schedule approved by the City Council. This schedule comprehensively encompasses all established positions, including pertinent details such as compensation rates, effective dates, time base, and revision history.

Staff has identified mathematical inaccuracies in the latest iteration of the Master Employee Pay Schedule, as adopted on November 28, 2023, through resolution 2023-094, resulting in pay rate discrepancies. The revised pay schedule presented incorporates corrections to rectify the previously identified pay rate discrepancies.

Analysis

The pay schedule has been revised to reflect the corrected pay rates for following three (3) positions:

Recreation Specialist II (AFSCME and Per Diem)

\$ 23.09	\$ 23.15	\$ 24.30	\$ 25.52	\$ 26.79
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Corrected - Recreation Specialist II (AFSCME and Per Diem)

\$ 23.09	\$ 24.25	\$ 25.46	\$ 26.73	\$ 28.07
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Nutrition Site Coordinator (Per Diem)

\$ 23.09	\$ 23.15	\$ 24.30	\$ 25.52	\$ 26.79
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Corrected – Nutrition Site Manager (Per Diem)

\$ 23.09	\$ 24.25	\$ 25.46	\$ 26.73	\$ 28.07
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Dispatcher (Per Diem)

\$48.09	\$50.48	\$53.02	\$55.67	\$58.45	\$59.58
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Corrected – Dispatcher (Per Diem)

\$48.09	\$50.48	\$53.02	\$55.67	\$58.45	\$61.37
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Alternatives

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

Attachments

A. Resolution

Exhibit A – City of Belmont Master Pay Schedule – January 9, 2023

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

The updated salary schedule does not entail immediate funding implications. It does facilitate prospective adjustments in future compensation. Any financial impacts arising from these modifications will be addressed in forthcoming agenda items, as deemed necessary.

Source:

Staff

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024–

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

WHEREAS, the last revision to the City’s master pay schedule was approved by City Council on November 28, 2023 via Resolution No. 2023-094; and,

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

WHEREAS, inaccuracies in pay rates have been identified in the previously adopted pay schedule, necessitating correction.

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 January 9, 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 Pay Schedule - Calendar Year 2024

Adopted January 9, 2024



Monthly Pay Rates

Position	Effective Date	Labor Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accountant I	1/7/2024	MMCEA	\$ 7,126.85	\$ 7,483.26	\$ 7,857.39	\$ 8,250.26	\$ 8,662.77	\$ 9,095.92
Accountant II	1/7/2024	MMCEA	\$ 7,862.26	\$ 8,255.37	\$ 8,668.15	\$ 9,101.56	\$ 9,556.64	\$ 10,034.46
Accountant III	1/7/2024	MMCEA	\$ 9,098.12	\$ 9,553.02	\$ 10,030.69	\$ 10,532.21	\$ 11,058.81	\$ 11,611.78
Accounting/Budget Manager	1/7/2024	MMCEA	\$ 10,695.61	\$ 11,230.39	\$ 11,791.90	\$ 12,381.51	\$ 13,000.59	\$ 13,650.62
Accounting Services Supervisor	1/7/2024	MMCEA	\$ 8,396.46	\$ 8,816.30	\$ 9,257.11	\$ 9,719.93	\$ 10,205.93	\$ 10,716.28
Accounting Technician I	7/1/2023	AFSCME	\$ 5,542.11	\$ 5,819.21	\$ 6,110.17	\$ 6,415.68	\$ 6,736.46	
Accounting Technician II	7/1/2023	AFSCME	\$ 6,096.47	\$ 6,401.30	\$ 6,721.36	\$ 7,057.43	\$ 7,410.30	
Accounting Technician III	7/1/2023	AFSCME	\$ 6,846.73	\$ 7,189.06	\$ 7,548.52	\$ 7,925.94	\$ 8,322.24	
Administrative Assistant	1/7/2024	MMCEA	\$ 6,075.21	\$ 6,378.98	\$ 6,697.92	\$ 7,032.81	\$ 7,384.46	\$ 7,753.68
Administrative Services Director	1/24/2023	Unrep	\$ 15,617.00					\$ 19,522.00
Assistant City Manager	1/1/2022	Unrep	\$ 17,402.00					\$ 21,752.00
Assistant Civil Engineer	1/7/2024	MMCEA	\$ 8,400.14	\$ 8,820.11	\$ 9,261.13	\$ 9,724.19	\$ 10,210.39	\$ 10,720.91
Assistant Planner	1/7/2024	MMCEA	\$ 7,469.90	\$ 7,843.39	\$ 8,235.55	\$ 8,647.36	\$ 9,079.68	\$ 9,533.68
Assistant PW Director/City Engineer	1/7/2024	MMCEA	\$ 14,268.03	\$ 14,981.43	\$ 15,730.49	\$ 16,517.02	\$ 17,342.87	\$ 18,210.01
Associate Civil Engineer	1/7/2024	MMCEA	\$ 9,541.23	\$ 10,018.29	\$ 10,519.23	\$ 11,045.18	\$ 11,597.43	\$ 12,177.29
Associate Planner	1/7/2024	MMCEA	\$ 8,416.13	\$ 8,836.97	\$ 9,278.79	\$ 9,742.72	\$ 10,229.87	\$ 10,741.38
Building Inspector I	7/1/2023	AFSCME	\$ 7,869.28	\$ 8,262.74	\$ 8,675.88	\$ 9,109.67	\$ 9,565.16	
Building Inspector II	7/1/2023	AFSCME	\$ 8,347.13	\$ 8,764.49	\$ 9,202.71	\$ 9,662.85	\$ 10,145.99	
City Attorney	10/1/2023	Unrep	\$ 24,288.24					
City Clerk/Communications Coordinator	1/1/2023	Unrep	\$ 9,863.48	\$ 10,356.65	\$ 10,874.48	\$ 11,418.20	\$ 11,989.11	\$ 12,588.57
City Manager	9/1/2023	Unrep	\$ 25,717.98					
Chief Building Official	1/7/2024	MMCEA	\$ 11,664.60	\$ 12,247.84	\$ 12,860.24	\$ 13,503.25	\$ 14,178.41	\$ 14,887.32
Code Enforcement Officer	7/1/2023	AFSCME	\$ 7,394.32	\$ 7,764.03	\$ 8,152.24	\$ 8,559.85	\$ 8,987.84	
Community Development Director	1/1/2022	Unrep	\$ 15,617.00					\$ 19,522.00
Community Engagement Specialist	1/1/2023	Unrep	\$ 8,625.56	\$ 9,056.84	\$ 9,509.68	\$ 9,985.16	\$ 10,484.42	\$ 11,008.64
Community Service Officer	12/24/2023	BPOA	\$ 5,394.80	\$ 5,664.54	\$ 5,947.77	\$ 6,245.16	\$ 6,557.41	\$ 6,885.29
Construction Inspector	7/1/2023	AFSCME	\$ 8,741.22	\$ 9,178.28	\$ 9,637.20	\$ 10,119.06	\$ 10,625.01	
Deputy Planning and Comm Dev Director	1/7/2024	Unrep	\$ 14,218.00	\$ 14,928.90	\$ 15,675.35	\$ 16,459.12	\$ 17,282.08	\$ 18,146.18
Deputy City Clerk	1/7/2024	MMCEA	\$ 6,418.21	\$ 6,739.11	\$ 7,076.06	\$ 7,429.89	\$ 7,801.38	\$ 8,191.46
Deputy Finance Director	1/7/2024	MMCEA	\$ 12,591.61	\$ 13,221.17	\$ 13,882.23	\$ 14,576.37	\$ 15,305.17	\$ 16,070.43
Electrician	7/1/2023	AFSCME	\$ 7,131.57	\$ 7,488.15	\$ 7,862.55	\$ 8,255.68	\$ 8,668.47	
Engineering Technician	7/1/2023	AFSCME	\$ 7,076.74	\$ 7,430.58	\$ 7,802.11	\$ 8,192.21	\$ 8,601.82	

City of Belmont Master Pay Schedule - Calendar Year 2024

Adopted January 9, 2024



Monthly Pay Rates

Position	Effective Date	Labor Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Equipment Operator	7/1/2023	AFSCME	\$ 6,269.76	\$ 6,583.25	\$ 6,912.41	\$ 7,258.03	\$ 7,620.93	
Executive Assistant To City Manager	1/7/2024	MMCEA	\$ 7,069.48	\$ 7,422.98	\$ 7,794.13	\$ 8,183.84	\$ 8,593.01	\$ 9,022.68
Finance Director	1/1/2022	Unrep	\$ 15,617.00					\$ 19,522.00
GIS Coordinator I	1/7/2024	MMCEA	\$ 7,700.78	\$ 8,085.82	\$ 8,490.15	\$ 8,914.60	\$ 9,360.34	\$ 9,828.38
GIS Coordinator II	1/7/2024	MMCEA	\$ 8,840.56	\$ 9,282.58	\$ 9,746.70	\$ 10,234.04	\$ 10,745.76	\$ 11,283.01
GIS Coordinator III	1/7/2024	MMCEA	\$ 10,374.61	\$ 10,893.34	\$ 11,438.01	\$ 12,009.93	\$ 12,610.42	\$ 13,240.97
Head Teacher	7/1/2023	AFSCME	\$ 4,626.89	\$ 4,858.23	\$ 5,101.14	\$ 5,356.20	\$ 5,624.01	
Housing and Economic Development Manager	1/7/2024	MMCEA	\$ 10,695.61	\$ 11,230.39	\$ 11,791.90	\$ 12,381.51	\$ 13,000.59	\$ 13,650.62
Housing Specialist	1/7/2024	MMCEA	\$ 8,416.13	\$ 8,836.97	\$ 9,278.79	\$ 9,742.72	\$ 10,229.87	\$ 10,741.36
IT Business System Analyst	1/7/2024	Unrep	\$ 11,413.03	\$ 11,983.68	\$ 12,582.86	\$ 13,212.00	\$ 13,872.60	\$ 14,566.23
Information Technology Manager	1/7/2024	Unrep	\$ 12,689.60	\$ 13,324.08	\$ 13,990.28	\$ 14,689.79	\$ 15,424.28	\$ 16,195.49
Lead Police Dispatcher	12/24/2023	BPOA	\$ 8,335.26	\$ 8,750.06	\$ 9,189.82	\$ 9,649.79	\$ 10,131.15	\$ 10,637.70
Maintenance Worker I	7/1/2023	AFSCME	\$ 5,184.11	\$ 5,443.31	\$ 5,715.48	\$ 6,001.25	\$ 6,301.31	
Maintenance Worker II	7/1/2023	AFSCME	\$ 5,738.48	\$ 6,025.40	\$ 6,326.67	\$ 6,643.00	\$ 6,975.15	
Management Analyst II	1/7/2024	MMCEA	\$ 8,737.78	\$ 9,174.67	\$ 9,633.43	\$ 10,115.10	\$ 10,620.82	\$ 11,151.85
Management Analyst I	1/7/2024	MMCEA	\$ 8,022.41	\$ 8,423.55	\$ 8,844.69	\$ 9,286.93	\$ 9,751.31	\$ 10,238.87
Mechanic	7/1/2023	AFSCME	\$ 6,357.77	\$ 6,675.66	\$ 7,009.44	\$ 7,359.91	\$ 7,727.91	
Office Assistant I	7/1/2023	AFSCME	\$ 4,919.92	\$ 5,165.92	\$ 5,424.21	\$ 5,695.42	\$ 5,980.20	
Office Assistant II	7/1/2023	AFSCME	\$ 5,465.65	\$ 5,738.94	\$ 6,025.88	\$ 6,327.18	\$ 6,643.54	
Parks & Recreation Director	1/1/2022	Unrep	\$ 15,584.00					\$ 19,480.00
Parks and Facilities Maintenance Worker I ⁵	1/7/2024	AFSCME	\$ 5,184.11	\$ 5,443.31	\$ 5,715.48	\$ 6,001.25	\$ 6,301.31	
Parks and Facilities Maintenance Worker II ⁵	7/1/2023	AFSCME	\$ 5,738.48	\$ 6,025.40	\$ 6,326.67	\$ 6,643.00	\$ 6,975.15	
Parks and Facilities Manager ⁵	1/7/2024	MMCEA	\$ 10,472.78	\$ 10,996.44	\$ 11,546.29	\$ 12,123.57	\$ 12,729.75	\$ 13,366.26
Parks and Facilities Supervisor	1/7/2024	MMCEA	\$ 8,426.80	\$ 8,848.14	\$ 9,290.55	\$ 9,755.08	\$ 10,242.83	\$ 10,754.97
Payroll Manager	1/7/2024	Unrep	\$ 8,919.73	\$ 9,365.72	\$ 9,834.01	\$ 10,325.71	\$ 10,842.00	\$ 11,384.10
Permit Technician	7/1/2023	AFSCME	\$ 6,705.71	\$ 7,041.00	\$ 7,393.05	\$ 7,762.70	\$ 8,150.84	
Planning Technician	7/1/2023	AFSCME	\$ 6,705.71	\$ 7,041.00	\$ 7,393.05	\$ 7,762.70	\$ 8,150.84	
Police Captain	1/7/2024	MMCEA	\$ 14,556.76	\$ 15,284.59	\$ 16,048.78	\$ 16,851.22	\$ 17,693.82	\$ 18,578.52
Police Chief	1/1/2022	Unrep	\$ 17,402.00					\$ 21,752.00
Police Corporal Advanced POST	12/24/2023	BPOA	\$ 9,893.44	\$ 10,388.11	\$ 10,907.52	\$ 11,452.90	\$ 12,025.54	\$ 12,626.81
Police Corporal Basic POST	12/24/2023	BPOA	\$ 8,974.70	\$ 9,423.43	\$ 9,894.60	\$ 10,389.33	\$ 10,908.80	\$ 11,454.24

City of Belmont Master Pay Schedule - Calendar Year 2024

Adopted January 9, 2024



Monthly Pay Rates

Position	Effective Date	Labor Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Police Corporal Intermediate POST	12/24/2023	BPOA	\$ 9,421.59	\$ 9,892.67	\$ 10,387.30	\$ 10,906.67	\$ 11,452.00	\$ 12,024.60
Police Dispatcher	12/24/2023	BPOA	\$ 7,376.11	\$ 7,744.91	\$ 8,132.16	\$ 8,538.76	\$ 8,965.70	\$ 9,413.99
Police Lieutenant	1/7/2024	MMCEA	\$ 13,128.69	\$ 13,785.14	\$ 14,474.41	\$ 15,198.11	\$ 15,957.99	\$ 16,755.90
Police Officer Advanced POST	12/24/2023	BPOA	\$ 9,421.59	\$ 9,892.67	\$ 10,387.30	\$ 10,906.67	\$ 11,452.00	\$ 12,024.60
Police Officer Basic POST	12/24/2023	BPOA	\$ 8,546.82	\$ 8,974.16	\$ 9,422.87	\$ 9,894.01	\$ 10,388.71	\$ 10,908.15
Police Officer Intermediate POST	12/24/2023	BPOA	\$ 8,974.70	\$ 9,423.43	\$ 9,894.60	\$ 10,389.33	\$ 10,908.80	\$ 11,454.24
Police Officer Recruit	12/24/2023	BPOA	\$ 6,809.17					
Police Records Specialist I	12/24/2023	BPOA	\$ 5,464.93	\$ 5,738.17	\$ 6,025.08	\$ 6,326.33	\$ 6,642.65	\$ 6,974.78
Police Records Specialist II	12/24/2023	BPOA	\$ 5,738.29	\$ 6,025.20	\$ 6,326.46	\$ 6,642.79	\$ 6,974.93	\$ 7,323.68
Police Sergeant Advanced POST	12/24/2023	BPOA	\$ 11,093.87	\$ 11,648.56	\$ 12,230.99	\$ 12,842.54	\$ 13,484.67	\$ 14,158.91
Police Sergeant Intermediate POST	12/24/2023	BPOA	\$ 10,563.78	\$ 11,091.97	\$ 11,646.56	\$ 12,228.90	\$ 12,840.34	\$ 13,482.36
Principal Management Analyst	1/7/2024	Unrep	\$ 11,633.00	\$ 12,215.00	\$ 12,826.00	\$ 13,467.00	\$ 14,140.00	\$ 14,847.00
Principal Planner	1/7/2024	MMCEA	\$ 11,892.82	\$ 12,487.49	\$ 13,111.87	\$ 13,767.42	\$ 14,455.82	\$ 15,178.59
Public Works Director	1/1/2022	Unrep	\$ 16,456.00					\$ 20,570.00
Public Works Field Supervisor	1/7/2024	MMCEA	\$ 8,426.80	\$ 8,848.18	\$ 9,290.55	\$ 9,755.12	\$ 10,242.85	\$ 10,754.98
Public Works Services Manager	1/7/2024	MMCEA	\$ 11,632.60	\$ 12,214.21	\$ 12,824.94	\$ 13,466.16	\$ 14,139.49	\$ 14,864.44
PW Lead Maintenance	7/1/2023	AFSCME	\$ 6,583.01	\$ 6,912.16	\$ 7,257.77	\$ 7,620.65	\$ 8,001.69	
Recreation Manager	1/7/2024	MMCEA	\$ 9,618.62	\$ 10,099.54	\$ 10,604.54	\$ 11,134.76	\$ 11,691.51	\$ 12,276.09
Recreation Program Coordinator	1/7/2024	MMCEA	\$ 6,075.23	\$ 6,378.98	\$ 6,697.92	\$ 7,032.81	\$ 7,384.44	\$ 7,753.68
Recreation Specialist II (Hourly)*	1/1/2024	AFSCME	\$ 23.09	\$ 24.25	\$ 25.46	\$ 26.73	\$ 28.07	
Recreation Supervisor	1/7/2024	MMCEA	\$ 8,035.74	\$ 8,437.56	\$ 8,859.45	\$ 9,302.41	\$ 9,767.50	\$ 10,255.88
Senior Civil Engineer	1/7/2024	MMCEA	\$ 11,734.05	\$ 12,320.74	\$ 12,936.74	\$ 13,583.59	\$ 14,262.75	\$ 14,975.91
Senior Mechanic	7/1/2023	AFSCME	\$ 6,753.34	\$ 7,091.00	\$ 7,445.55	\$ 7,817.83	\$ 8,208.72	
Senior Permit Technician	9/17/2023	AFSCME	\$ 7,762.70	\$ 8,150.84	\$ 8,558.38	\$ 8,986.30	\$ 9,435.62	
Senior Planner	1/7/2024	MMCEA	\$ 9,586.59	\$ 10,065.95	\$ 10,569.26	\$ 11,097.66	\$ 11,652.59	\$ 12,235.21
Sr Parks and Facilities Maintenance Worker ⁵	7/1/2023	AFSCME	\$ 6,583.01	\$ 6,912.16	\$ 7,257.77	\$ 7,620.65	\$ 8,001.69	
Street Sweeper Operator	7/1/2023	AFSCME	\$ 5,996.85	\$ 6,296.70	\$ 6,611.53	\$ 6,942.11	\$ 7,289.21	
Teacher	7/1/2023	AFSCME	\$ 4,023.44	\$ 4,224.61	\$ 4,435.84	\$ 4,657.63	\$ 4,890.51	
Teacher's Aide (Hourly)	7/1/2023	AFSCME	\$ 20.32	\$ 21.33	\$ 22.40	\$ 23.52	\$ 24.70	
Technology Specialist I	1/7/2024	MMCEA	\$ 7,586.02	\$ 7,965.30	\$ 8,363.60	\$ 8,781.71	\$ 9,220.81	\$ 9,681.86
Technology Specialist II	1/7/2024	MMCEA	\$ 9,406.90	\$ 9,877.27	\$ 10,371.08	\$ 10,889.66	\$ 11,434.16	\$ 12,005.84
Technology Specialist III	1/7/2024	MMCEA	\$ 10,375.48	\$ 10,894.27	\$ 11,438.98	\$ 12,010.93	\$ 12,611.46	\$ 13,242.03

City of Belmont Master Pay Schedule - Calendar Year 2024

Adopted January 9, 2024



Unrepresented Per Diem Positions

Position	Effective Date	Hourly Pay Rates					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Accounting Technician I ¹	7/1/2023	\$ 31.97	\$ 33.57	\$ 35.25	\$ 37.01	\$ 38.86	
Accounting Technician II ¹	7/1/2023	\$ 35.17	\$ 36.93	\$ 38.78	\$ 40.72	\$ 42.75	
Accounting Technician III ¹	7/1/2023	\$ 39.50	\$ 41.48	\$ 43.55	\$ 45.73	\$ 48.01	
Administrative Assistant ¹	1/7/2024	\$ 35.05	\$ 36.80	\$ 38.64	\$ 40.57	\$ 42.60	\$ 44.73
Associate Civil Engineer ¹	1/7/2024	\$ 55.05	\$ 57.80	\$ 60.69	\$ 63.72	\$ 66.91	\$ 70.25
Building Attendant I ^{4**}	1/1/2024	\$ 18.22	\$ 19.13	\$ 20.09	\$ 21.09	\$ 22.14	
Building Attendant II ^{4**}	1/1/2024	\$ 20.04	\$ 21.04	\$ 22.09	\$ 23.19	\$ 24.35	
Dispatcher, Per Diem ³	12/24/2023	\$ 48.09	\$ 50.48	\$ 53.02	\$ 55.67	\$ 58.45	\$ 61.37
Electrician ¹	7/1/2023	\$ 41.14	\$ 43.20	\$ 45.36	\$ 47.63	\$ 50.01	
Head Teacher ¹	7/1/2023	\$ 26.69	\$ 28.03	\$ 29.43	\$ 30.90	\$ 32.45	
Intern	1/1/2024	\$ 17.35	\$ 18.22	\$ 19.13	\$ 20.08	\$ 21.09	
Lifeguard I	1/1/2024	\$ 18.95	\$ 19.90	\$ 20.90	\$ 21.95	\$ 23.05	
Lifeguard II	1/1/2024	\$ 19.95	\$ 20.95	\$ 22.00	\$ 23.10	\$ 24.26	
Maintenance Worker I ¹	7/1/2023	\$ 29.91	\$ 31.40	\$ 32.97	\$ 34.62	\$ 36.35	
Nutrition Site Coordinator	1/1/2023	\$ 23.10	\$ 24.26	\$ 25.47	\$ 26.74	\$ 28.08	
Office Assistant I ¹	7/1/2023	\$ 28.38	\$ 29.80	\$ 31.29	\$ 32.86	\$ 34.50	
Office Assistant II ¹	7/1/2023	\$ 31.53	\$ 33.11	\$ 34.76	\$ 36.50	\$ 38.33	
Planning Technician ¹	7/1/2023	\$ 38.69	\$ 40.62	\$ 42.65	\$ 44.78	\$ 47.02	
Police Officer (Advanced POST), Per Diem ²	12/24/2023	\$ 51.77	\$ 54.36	\$ 57.07	\$ 59.93	\$ 62.92	\$ 66.07
Police Officer (Basic POST), Per Diem ²	12/24/2023	\$ 46.96	\$ 49.31	\$ 51.77	\$ 54.36	\$ 57.08	\$ 59.93
Police Officer (Inter POST), Per Diem ²	12/24/2023	\$ 49.31	\$ 51.78	\$ 54.37	\$ 57.08	\$ 59.94	\$ 62.94
Police Records Specialist I, Per Diem ¹	12/24/2023	\$ 31.53	\$ 33.10	\$ 34.76	\$ 36.50	\$ 38.32	\$ 40.24
Police Records Specialist II, Per Diem ¹	12/24/2023	\$ 33.11	\$ 34.76	\$ 36.50	\$ 38.32	\$ 40.24	\$ 42.25
Recreation Leader ⁴	1/1/2024	\$ 17.35	\$ 18.22	\$ 19.13	\$ 20.09	\$ 21.09	
Recreation Program Coordinator ¹	1/7/2024	\$ 35.05	\$ 36.80	\$ 38.64	\$ 40.57	\$ 42.60	\$ 44.73
Recreation Specialist I ⁴	1/1/2024	\$ 21.00	\$ 22.05	\$ 23.15	\$ 24.31	\$ 25.53	
Recreation Specialist II ⁴	1/1/2024	\$ 23.09	\$ 24.25	\$ 25.46	\$ 26.73	\$ 28.07	

City of Belmont Master Pay Schedule - Calendar Year 2024

Adopted January 9, 2024



Unrepresented Per Diem Positions

Position	Effective Date	Hourly Pay Rates					
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Senior Lifeguard ⁴	1/1/2024	\$ 21.95	\$ 23.05	\$ 24.20	\$ 25.41	\$ 26.68	
Senior Rec Leader ⁴	1/1/2024	\$ 19.09	\$ 20.04	\$ 21.04	\$ 22.09	\$ 23.19	
Street Sweeper Operator ¹	7/1/2023	\$ 34.60	\$ 36.33	\$ 38.14	\$ 40.05	\$ 42.05	
Teacher ¹	7/1/2023	\$ 23.21	\$ 24.37	\$ 25.59	\$ 26.87	\$ 28.21	
Teacher's Aide ¹	7/1/2023	\$ 20.32	\$ 21.33	\$ 22.40	\$ 23.52	\$ 24.70	
Technology Specialist I ¹	1/7/2024	\$ 43.77	\$ 45.95	\$ 48.25	\$ 50.66	\$ 53.20	\$ 55.86
Technology Specialist II ¹	1/7/2024	\$ 54.27	\$ 56.98	\$ 59.83	\$ 62.82	\$ 65.97	\$ 69.26
Technology Specialist III ¹	1/7/2024	\$ 59.86	\$ 62.85	\$ 65.99	\$ 69.29	\$ 72.76	\$ 76.40
Van Driver ⁴	1/1/2024	\$ 21.00	\$ 22.05	\$ 23.15	\$ 24.31	\$ 25.53	

Notes

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

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

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

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

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

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

⁴ Tied to Belmont minimum wage as follows:

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

⁵ "Facilities" added to position title

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



STAFF REPORT

Meeting Date: January 9, 2024
Agency: City of Belmont
Staff Contact: Grace Castaneda, Finance Director, gcastaneda@belmont.gov; Karen Clark, Management Analyst, kclark@belmont.gov
Agenda Title: Ongoing Communications Outreach and Consulting Services
Agenda Action: Resolution

Recommendation

Adopt a resolution (1) authorizing the City Manager to negotiate and execute an amendment to the service agreement with The Lew Edwards Group to provide communications outreach and consulting services in an amount of \$78,000 plus a 10% contingency, for a total service agreement not-to-exceed amount of \$295,800 and (2) approving a supplemental budget appropriation of \$42,900 for the current fiscal year 2023-24.

Strategic Focus Area

Fiscal and Organizational Sustainability

Background

In September 2019, as part of the strategic planning process, the City Council directed staff to develop alternatives for long-term capital financing of deferred maintenance needs, maximize existing revenue sources, and identify new revenue sources to maintain financial stability. Staff then issued a Request for Qualifications (RFQ) for Opinion Research and Communications Services to gauge public interest, determine feasibility, and raise community awareness for various projects meeting these goals. Projects included upgrading the Barrett Community Center, improving storm drainage infrastructure, and modernizing the business license tax structure. These projects were primarily unfunded, therefore the City was seeking guidance on where it made sense to allocate resources to advance efforts for community consideration.

In December 2019, following the RFQ process, the City entered a master service agreement with The Lew Edwards Group (LEG) to provide the requested services. Task Order No. 1 to the Service Agreement identified an initial not-to-exceed amount of \$100,000, and LEG began working closely with staff to identify, evaluate, and advance projects consistent with the Council's Strategic Plan.

In June 2022, the Council authorized Amendment No. 1 to Task Order No. 1, extending services to cover the period of 2022-2023 for an additional \$100,000 plus a 10% contingency for a total not-to-exceed amount of \$210,000.

As of December 2023, funds for Amendment No. 1 (excluding contingency) were mostly depleted.



Analysis

Additional communications outreach and consulting services are now desired to further initiatives included in the 2023-2027 Strategic Plan, specifically: upgrading the Barrett Community Center, improving storm drain infrastructure, and modernizing the business license tax structure. A full scope of work is included as Exhibit A to the attached Resolution.

To further these projects, staff are requesting that the City Council adopt the attached Resolution (1) authorizing the City Manager to execute Amendment No. 2 to Task Order No. 1 of the Service Agreement with The Lew Edwards Group in an amount of \$78,000 plus a 10% contingency for a total not-to-exceed amount of \$295,800 and (2) approving a supplemental budget appropriation of \$42,900 (\$6,500 monthly x 6 months + 10% contingency) for the current fiscal year (FY) 2023-24. The remaining amount for this amendment will be incorporated into the proposed FY 2024-25 Budget.

Alternatives

1. Deny the requested authority
2. Solicit services from an alternative firm
3. Continue the item for future discussion

Attachments

- A. Resolution

Fiscal Impact

☐ No Fiscal Impact

☒ Funding Source Confirmed:

Appropriations for LEG services were budgeted through December 2023 only; therefore, a supplemental budget appropriation in the amount of \$42,900 (\$6,500 monthly x 6 months + 10% contingency) is required for the services anticipated through the end of the current fiscal year (FY) 2023-24 (account 101-1-501-8351). The remaining amount for this amendment will be incorporated into the proposed FY 2024-25 Budget.

Source:

Council

Purpose:

Council Vision/Priority

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE SERVICE AGREEMENT WITH THE LEW EDWARDS GROUP TO PROVIDE COMMUNICATIONS OUTREACH AND CONSULTING SERVICES IN AN AMOUNT OF \$78,000 PLUS A 10% CONTINGENCY FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$295,800 AND APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION OF \$42,900 FOR FISCAL YEAR 2023-24.

WHEREAS, in September 2019, as part of the strategic planning process, the City Council directed staff to develop alternatives for long-term capital financing of deferred maintenance needs, maximize existing revenue sources, and identify new revenue sources to maintain financial stability; and,

WHEREAS, for some Strategic Plan initiatives, the City benefits from specialized consulting services aimed at gauging public interest, determining feasibility, and raising community awareness; and,

WHEREAS, in December 2019, the City entered a master service agreement with The Lew Edwards Group (LEG) to provide these services, with Task Order No. 1 identifying an initial not-to-exceed amount of \$100,000; and,

WHEREAS, in June 2022, the Council authorized Amendment No. 1 to Task Order No. 1, extending services to cover the period of 2022-2023 for an additional \$100,000 plus a 10% contingency for a total not-to-exceed amount of \$210,000; and,

WHEREAS, as of December 2023, all Task Order No.1 funds and most Amendment No. 1 funds have been depleted; and,

WHEREAS, additional communications outreach and consulting services are now desired to further initiatives included in the 2023-2027 Strategic Plan; and,

WHEREAS, LEG has provided the City with a full scope of work, attached hereto as Exhibit A.

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 Service Agreement with The Lew Edwards Group to provide communications outreach and consulting services in an amount of \$78,000 plus a 10% contingency for a total not-to-exceed amount of \$295,800.

SECTION 2. A supplemental budget appropriation in the amount of \$39,000 plus a 10% contingency for a total of \$42,900 to account 101-1-501-8351 is approved for Fiscal Year 2023-24 to cover services for the period of January through June 2024.

SECTION 3. The remaining cost of the Amendment will be incorporated into the Fiscal Year 2024-25 Budget, account 101-1-501-8351, subject to the annual budget appropriation.

* * *

ADOPTED January 9, 2024 by the City of Belmont City Council by the following vote:

Ayes:

Noes:

Absent:

Abstain:

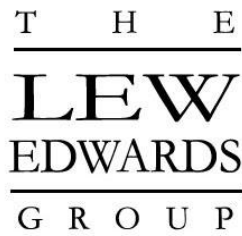
ATTEST:

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney



SCOPE OF WORK

Updated as of 12/1/23

Project Management

The Lew Edwards Group (LEG) will continue to support the City of Belmont's ongoing efforts towards overall Fiscal Sustainability and an expanded "Your Voice, Your Belmont" Belmont Conversation visioning process to include new initiatives in public infrastructure and business license reform.

With the input of City staff, LEG will continue to assist in developing meeting agendas, facilitating sessions, and providing lead consulting services to these new initiatives, specifically as they relate to long-range Barrett Community Center planning and potential 2024 property owner and/or voter ballot initiative/s.

Assessment Services

Consultant will continue to collaborate with City's public opinion research professional to add value to any public opinion research studies to assess community opinion in 2024.

Ongoing Communications and Community Engagements

LEG will continue to assist the City in building on the success of the "Your Voice, Your Belmont" Belmont Conversation outreach and engagement program to expand engagement to these 2024 policy areas.

Outreach Goals Continue to be:

1. To continue to inform and respond to questions from the public about City service delivery and fiscal sustainability.
 - a. Upgrading Barrett Community Center, addressing storm drain infrastructure, and reforming outdated business license practices will be added into the visioning/engagement execution
2. Continue to provide structure and future copy for informational communications materials and online content to educate residents about City needs and engage stakeholders.
3. Continue to conceive and recommend digital/social media strategies to highlight services or policy issues.

Community Information

As the City foresees potential property owner and/or voter ballot measure approaches in calendar year 2024, LEG will refine themes, message and talking points for City use consistent with the findings of updated opinion research study/s. Any information provided to the public is factual, not advocacy, and independently reviewed/approved by the City Attorney.

Continue to Conceive and Execute on Communications Approaches

- Continue to brand the Belmont Conversation on all City platforms
- Seek to expand online-engagement and add other subject-area content such as public facility needs, support for small businesses, and extreme-weather related needs impacting storm drain, streets, and other city infrastructure to the community conversation
- Continue to provide direction and ideas on paid digital engagement and informational approaches

Direct Mail Component

Current Direct Mail approaches conceived with City staff have been highly effective, and we foresee continuing this type of communication through calendar year 2024.

Communications Content

LEG will continue to draft materials that deliver consistent informational messages and continue to update and support City staff, officials, and key stakeholders in delivering information.

Structuring the City's Potential Assessment and/or Ballot Proposal Language(s)

LEG will collaborate with City staff on the proper and recommended wording and structure of any assessment and/or ballot measure(s), to address the public's concerns, if any, and to consider any important findings from updated opinion research. LEG will work closely with the City Attorney, so all assessment and/or ballot measure language(s) are clear and easy to understand for the average City of Belmont resident.

Changes in External Environment

LEG will continue to monitor and advise on changes in the external environment that affect the City's policy-making or ability to execute its fiscal sustainability. Current dynamics include hostile actions against local governments by the Business Roundtable, severe community concerns about potential inflation and pocketbook issues, and public concerns about the environment and clean water.

Rapid Response

LEG will continue to assist the City in redirecting message points and materials to assist in rapid response to media or citizen inquiries as necessary.

PROJECT DELIVERABLES OVER THE LIFE OF THE COLLABORATION

- ✓ Continuous Updates and Content Drafting of Communications Toolkits in up to three policy areas (BLT Reform, Storm Drain/environment, Upgrade Barrett Community Center) with items such as: Frequently Asked Questions, Website Landing Page and Content Copy, Social Media Plan/Schedule/Posts, community PowerPoint presentation and engagement tool/s; City Manager Updates and Opinion Leader communications content
- ✓ Add comments and other value to public staff reports
- ✓ Additional public content copy content for mailings, counter information, digital engagement/updates, flyers and more
- ✓ Graphic design for USPS mailings or other collaterals if requested by City (at an additional expense to base professional services rate)
- ✓ Ongoing oral strategic advice and project management
- ✓ Structured, ongoing videoconference planning sessions

RECOMMENDED THUMBNAIL TIMELINE

-December 2023:	Assess initial efforts on Upgrade Barrett project execution Identify 2024 priorities and objectives
-January 2024:	Sync City's routine budget process with project planning Reach consensus on 2024 planning timeline
-February 2024:	Continue Barrett Project execution
-March 2024:	Update Fiscal Sustainability opinion research study Continue Barrett Project execution
-April 2024:	Assess results, refine 2024 objectives, determine whether to proceed with fiscal sustainability measure/s Continue Barrett Project execution
-May-June 2024:	Showcase overall community engagement and Barrett Project execution in city budget process
-July – December 2024:	Continue Barrett Project execution If proceeding with revenue measure/s, execute on planning and community outreach/information

PROPOSED PROFESSIONAL FEES

LEG is pleased to propose its current Municipal rate of \$6,500/month for single projects, to incorporate visioning/preparation for up to three projects—a significant value/discount to the City. Professional fees are the City's cost to retain LEG's strategic services and do not include other project expenses such as legal and election costs, graphics, data, printing, mailing or digital media. Print-ready graphic design services and/or mailing data can be included as add-on services or products if needed.



STAFF REPORT

Meeting Date: January 9, 2024
Agency: City of Belmont
Staff Contact: Bozhena Palatnik, Public Works, 595-7463, bpalatnik@belmont.gov
Agenda Title: Contract Award for the 2023 Pavement Project, City Contract Number 2022-613
Agenda Action: Resolution

Recommendation

Adopt a resolution to 1) award the contract for the 2023 Pavement Reconstruction Project to Ghilotti Bros., Inc for \$3,105,207 with a 10% construction contingency of \$310,521 for unforeseen conditions for a total amount not-to-exceed \$3,415,728, and authorize the City Manager to execute a contract for the 2023 Pavement Project, City Contract Number 2022-613; and 2) authorize a budget transfer of \$600,000 from the RMRA Pavement Rehabilitation & Slurry Projects #3115 to CIP Project #3108 to replace \$510,747 of Measure I funding currently budgeted in CIP Project #3108 and add an additional \$89,253 budget appropriation to CIP Project #3108.

Strategic Focus Area

Infrastructure and Mobility

Background

The City is responsible for the repair and maintenance of approximately 70 centerline miles (140 travel lane miles) of streets. The City evaluates projects based on the current condition of each street, the proposed treatment, and the available funding. Public Works has implemented best management practices to effectively manage our pavement preservation and improvement program.

In 2022 the City engaged the services of Pavement Engineering, Inc. (PEI) to design the 2023 Pavement Project. The project calls for the reconstruction of the following street segments:

STREET NAME	LIMITS		CURRENT PCI
	From	To	
Arbor Avenue	Notre Dame Avenue	Fairway Drive	15
Hillman Avenue	North Road	Mills Avenue	16
	Mills Avenue	Notre Dame Avenue	38
Lyon Avenue	Mezes Avenue	Alameda De Las Pulgas	15
Middle Road	Notre Dame Avenue	Davey Glen Road	22
	Davey Glen Road	Virginia Avenue	30
	Virginia Avenue	El Camino Real	23
Miller Avenue	San Mateo City Limits	Notre Dame Avenue	13
Oak Knoll Drive	Pine Knoll Drive	Valley View Avenue	41
South Road	College View Way	Holly Road (N)	39



Upper Lock Avenue	Belmont Canyon Road	3242 Upper Lock Road	11
Virginia Avenue	Middle Road	Dead End	13
Len Turner Memorial Vista Point Parking Lot			

The project includes road reconstruction, and other required improvements such as drainage, disabled accessible curb ramps, grade adjustment of manholes and utility boxes, and striping. Reconstruction of roadways differs from minor road repairs, surface treatment, slurry seals, etc. in that it is more extensive and involves grinding down asphalt and rebuilding the road surface from the base up to the new surface.

On March 14, 2023, the City Council approved the project plans and specifications, authorizing the advertising and award of the project for an amount up to the engineer's estimate of \$2,571,591 plus 10% construction contingency.

On April 19, 2023, the City held a bid opening. Only one bid was received by G. Bortolotto & Company, Inc. for \$3,449,764, \$878,173 (34%) above the engineer's estimate for the project. On May 9, 2023, in accordance with California Public Contract Code Section 20166, due to the lack of competitive bids, excessive bid amount over the engineers estimate, and budget impacts, Council rejected the bid and authorized rebidding the project in Fall/Winter 2023 for construction in late Spring 2024. On November 6, 2023, staff re-advertised the project.

Analysis

On December 7, 2023, City held a bid opening. Eight (8) bids were received ranging in cost from \$3,105,207 to \$4,842,781.

City staff reviewed each line-item costs of all eight (8) bids and has concluded that it is in the best interest of the City to award this contract to the lowest responsible bidder, Ghilotti Bros., Inc. Since material and labor costs have risen since last year, the bids still came in above the engineer's estimate. However, the low bid came in \$344,557 less than the only bid received in April 2023. The primary reason for the bids coming in higher than the engineer's estimate is that labor costs and materials cost have continued to be inflated. However, with rebidding the City will still realize \$344,557 in project cost savings.

The 2023 Pavement Reconstruction Project currently has a budget of \$3,844,110 funded out of Measure I funds, of which \$507,635 has been committed to design and staff time, bringing the remaining available budget amount to \$3,336,475. With the proposed construction contract of \$3,415,728 and related staff time of \$10,000, \$89,253 additional funding is required. Staff has identified \$600,000 available in RMRA funds that were programmed and adopted by Council resolution on May 24, 2022, and identify improvements on Middle Road and Lyon Ave. These funds are available for the 2023 Pavement Reconstruction Project. Therefore, staff recommends transferring \$600,000 of RMRA funds from CIP Project #3115 to the 2023 Pavement Reconstruction Project and releasing \$510,747 of Measure I funds that is currently budgeted in CIP Project #3108 so that it may be used on other capital improvement projects.

Recommended budget adjustment is summarized in the table below.

CIP Project #	Project Description	Requests
---------------	---------------------	----------



3115	RMRA Pavement Rehabilitation & Slurry Projects	Budget transfer of \$600,000 from CIP Project #3115 to CIP Project #3108 using RMRA funding source
3108	2023 Pavement Reconstruction Project	Budget transfer of \$600,000 to CIP Project #3108 from CIP Project #3115 using RMRA funding source Release of \$510,747 of budgeted Measure I funds from CIP Project #3108 Additional budget appropriation of \$89,253 to CIP Project #3108

Alternatives

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

Attachments

- A. Resolution

Fiscal Impact

- ☐ No Fiscal Impact

- ☒ Funding Source Confirmed:

Total estimated project cost, including design, construction, and staff labor is \$3,933,363. The 2023 Pavement Reconstruction Project #3108 has a current FY 2023-24 budget of \$3,844,110. A \$89,253 budget appropriation will be added to Project #3108, funded by a budget transfer of RMRA funds from Project #3115. An additional budget transfer of \$510,747 from Project #3115 will be made to replace \$510,747 of Measure I funds currently budgeted in Project #3108.

Source:

Council

Purpose:

Statutory/Contractual Requirement

Public Outreach:

Posting of Agenda

RESOLUTION NO. 2024 –

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BELMONT AWARDING THE CONTRACT TO GHILOTTI BROS., INC FOR \$3,105,207, APPROVE A 10% CONSTRUCTION CONTINGENCY OF \$310,521 FOR UNFORESEEN CONDITIONS FOR A TOTAL AMOUNT NOT TO EXCEED \$3,415,728, AUTHORIZE THE CITY MANAGER TO EXECUTE A CONTRACT FOR THE 2023 PAVEMENT PROJECT, CITY CONTRACT NUMBER 2022-613, AUTHORIZE A BUDGET TRANSFER OF \$600,000 FROM CIP PROJECT #3115 TO CIP PROJECT #3108 TO REPLACE \$510,747 OF MEASURE I FUNDS IN CIP PROJECT #3108 AND ADD BUDGET APPROPRIATION OF \$89,253 TO CIP PROJECT #3108,

WHEREAS, on March 14, 2023, the City Council approved the project plans and specifications and authorized advertising and awarding the project for an amount up to the engineer's estimate of \$2,571,591 plus 10% construction contingency.; and,

WHEREAS, on April 19, 2023, City held a bid opening with only one bid received for \$3,449,764.35, 34% above the engineer's estimate for the project; and,

WHEREAS, on May 9, 2023, in accordance with California Public Contract Code Section 20166, staff took the project to Council rejecting the bid received, and providing for authorization to rebid the project in Fall/Winter 2023 for construction in late Spring 2024; and,

WHEREAS, on November 6, 2023, staff re-advertised the project to bid; and,

WHEREAS, on December 7, 2023, City held a bid opening and eight (8) bids were received ranging in cost from \$3,105,207.36 to \$4,842,781.50; and,

WHEREAS, it is recommended that the City Council award the contract to Ghilotti Bros., Inc. for \$3,105,207.36, approve a 10% construction contingency of \$310,521 for unforeseen conditions for a total amount not to exceed \$3,415,728.36.

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

SECTION 1. The City Council a) approves awarding the contract to Ghilotti Bros., Inc. for a total contract amount of \$3,105,207.36, b) approves a 10% construction contingency of \$310,521 for unforeseen conditions for a total amount not to exceed \$3,415,728.36 and c) authorizes the City Manager to execute a contract for the 2023 Pavement Project, City Contract Number 2022-613.

SECTION 2. The City Council authorizes a budget transfer of \$600,000 from Capital Improvement Program (CIP) Project #3115- RMRA Pavement Rehabilitation & Slurry Projects to CIP Project #3108 - 2023 Pavement Reconstruction Project to replace \$510,747 of Measure I funds in CIP Project #3108, and add an additional \$89,253 budget appropriation to CIP Project #3108 for a total project budget of \$3,933,363 to cover design, construction, and program management costs.

The summary of budget adjustments on the CIP Projects is shown below:

CIP Project #	Project Description	Requests
3115	RMRA Pavement Rehabilitation & Slurry Projects	Transfer appropriation of \$600,000 from CIP Project #3115 (Account No. 399-3-730-3115-9030) to CIP Project #3108 using RMRA funding source
3108	2023 Pavement Reconstruction Project	Transfer appropriation of \$600,000 to CIP Project #3108 (Account No. 399-3-730-3108-9030) from CIP Project #3115 using RMRA funding source Release of \$510,747 of budgeted Measure I funds from CIP Project #3108 (Account No. 102-1-504-9623) Add additional budget appropriation of \$89,253 to CIP Project #3108

* * *

ADOPTED January 9, 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



Council Committee and Intergovernmental Assignments (IGR) 2024

Committee	Delegate/ Representative	Alternates	Schedule	Meeting Location	Contact
2+2 Ad hoc Committee with Mid-Peninsula Water District	McCune and Hurt	n/a	As Needed		Public Works Director
2+2+2 BRSSD Committee Multi agency committee to discuss/share issues of interest between the Belmont Redwood Shores School District, Redwood City, and Belmont"	Pang-Maganaris and Latimerlo	n/a	As Needed		City Manager
Audit Committee The Audit Committee provides independent review and oversight of the City's financial reporting processes, internal controls and independent auditors and participates in the budget review process	Vice Mayor and Pang-Maganaris		Quarterly		Finance Director
Belmont-SC Fire Dept JPA - Oversight of the legacy Fire Department with San Carlos	Mates	McCune	As Needed		City Manager/Finance Director
Business License Tax Modernization Sub-Committee	Hurt and Pang-Maganaris	n/a	As Needed		Assistant City Manager/Finance Director

Evaluate options for modernization of the Business License Tax and assist staff with stakeholder outreach.					
Carlmont High School Crossing Guard Pilot Program Sub Committee	Mates and Pang-Maganaris				
(C/CAG) C/CAG operates as a Joint Powers Authority and has membership that includes each of the 20 cities and the County in San Mateo County. It works on issues that affect the quality of life in general; transportation, air quality, stormwater runoff, airport/land use compatibility planning, hazardous waste, climate planning, energy and water resource strategies, and solid waste and recycling.	Hurt	Mates	Monthly 2nd Thursday, 7:00 p.m..		650-599-1406 Public Works Director
Belmont Community Foundation	Mayor	Hurt			
Four Corners Ad-hoc Committee Alameda de Las Pulgas Corridor Improvement Project is a multi-agency regional transportation improvement project involving cities of Belmont, San Carlos, and two School Districts (Sequoia Union High School and San Carlos School District) along the Alameda de Las Pulgas and San Carlos Ave Corridor.	Mates and Pang-Maganaris	n/a	As Needed		City Manager Public Works Director
Liaison to Senior Citizen Advisory Committee (committee not resumed)	McCune	Hurt	Odd Months 4th Tuesday, 3:00 P.M. (time may change in 2024)	Twin Pines Senior & Community Center Craft Room	Parks and Rec

Liaison to Chamber San Mateo County – Governmental Relations Committee	Mayor	Latimerlo	Every other Month		Amy Buckmaster/Mary Parden
Notre Dame de Namur University Advisory Board	Hurt	Mates	As Needed		City Manager
Placemaking Ad-hoc Subcommittee	Hurt and Mates	n/a	As Needed		Com Dev
Public Safety Committee – The Public Safety Committee’s duties are to consider policy matters related to police and public safety services in Belmont, provide a forum for presentation and discussion of specific information related to public safety policy and practices.	Vice Mayor	McCune	Quarterly/As Needed		City Manager/Police Chief
Silicon Valley Clean Water JPA for Wastewater Treatment	Hurt	McCune	Monthly, 2nd Monday, 8:00 a.m.		Public Works Director
Stanford Ad-hoc Subcommittee - Santa Clara/San Mateo Counties multi-jurisdictional meeting to discuss Stanford related matters	Mayor	Hurt	As Needed		City Manager
Youth Advisory Committee - Belmont Youth (grades 7-12) focused on civic engagement through planning and hosting activities and events.	McCune	Pang-Maganaris	YAC meetings 2x Month Thursdays 6:30 pm; school year only; Delegate attendance only as needed	Barrett Community Center; Hideout Room	Parks and Rec

Joint Powers Authorities/Intergovernmental Agencies

San Mateo County Pre-Hospital Emergency Services JPA – The San Mateo County Pre-Hospital Emergency Medical Services Group provides service to the residents and visitors of San Mateo County to advance life support first response fire companies to respond to all 911 emergency medical requests, to work in tandem with hospital transport and support partners.	Hurt	McCune	Quarterly		City Manager
Peninsula Traffic Congestion Relief Alliance (Commute.org) – Commute.org's mission is to reduce the number of vehicle miles traveled (VMT) by commuters to decrease congestion, improve the environment, and enhance quality of life. The Board has five scheduled meetings each year for the purpose of adopting a work plan and budget, developing policy, and reviewing Commute.org performance.	Latimerlo	Hurt	Even months 3rd Thursday, 8 am		Public Works Director
ABAG General Assembly - Regional planning agency for land use, housing, environmental quality, and economic development- Association of Bay Area Governments, mission is to strengthen cooperation and collaboration across local	Mayor	Vice Mayor	April, November General Assembly Meetings		Fred Castro Clerk of the Board fcastro@bayareametro.gov

governments to build healthier, stronger communities. -ABAG is part regional planning agency and part local government service provider. We accomplish our goals by providing planning services and cost-effective ABAG member services to local governments struggling with rising costs and diminishing incomes					
Peninsula Division, League of CA Cities - State and local legislative issues (All Councilmembers invited)- The Peninsula Division includes 36 cities in San Francisco, San Mateo, and Santa Clara counties and provides members with the opportunity to exchange ideas and information and share the advantages of cooperative advocacy.	Mayor	Vice Mayor	Quarterly dinner meetings		League of CA Cities
San Mateo County Mosquito and Vector Control District - Independent Special District, the Board of Trustees consists of 21 members, one from each city and one representative for the County at-large. Trustees are appointed by their respective City Council to govern the Mosquito and Vector Control District	Citizen Representative: Chuck Cotton Term expires 12/24	n/a	Monthly 2nd Tuesday, 7:30 pm		650-344-8592
San Mateo County Library JPA - Policy direction, oversee budget, services & library programs for the JPA related library system	Mates	Pang-Maganaris	Quarterly plus one 2nd Monday, 8:00 A.M.		Ann-Marie Despaine, Library Director
SFO Roundtable - The Airport/Community Roundtable was established in 1981 to address community	Pang-Maganaris	Hurt	1st Wednesday of Month		James Castaneda (650) 363-1853

noise impacts from aircraft operations at San Francisco International Airport (SFO).			6 x yr., 7:00 p.m.		
San Mateo County Emergency Service Council- Disaster Preparedness	McCune	Hurt	Quarterly 3rd Thursday, 5:30 p.m., Courthouse		Lt. Craig Denton (650) 599-1295 Kathleen Pape (650) 363-4790
San Mateo County Council of Cities/City Selection Committee - (All Councilmembers invited)	Mayor	Vice Mayor	Monthly- Dinner meeting 4th Friday, 6:00 p.m.		Sukhmani Purewal 650) 363-1802 spurewal@smcgov.org
Regional Housing Needs Policy Committee	Latimerlo	Hurt	As Needed		Carlos de Melo C/CAG Sean Charpentier (650)-599-1409
Housing and Regional Trust (HEART) Member Agency Committee – HEART is a 501(c)(3) that was founded in 2003 as a public/private partnership among the cities in San Mateo County, the County, and the business, nonprofit, education, and labor communities to create more affordable housing in San Mateo County. HEART's mission is to create and preserve affordable housing for low- and moderate-income families by raising and investing money from public and private sources.	Latimerlo	Pang-Maganaris	2-3 annually, 3rd Wed, 7:30 a.m.		HEART Exec Director, (650) 204-5640
Grand Boulevard – The Grand Boulevard is a collaboration of 19 cities, counties, local and regional agencies united to improve the	Mates	Pang-Maganaris	2-3 times annually		Carlos de Melo

performance, safety, and aesthetics of El Camino Real. The initiative brings together all the agencies having responsibility for the condition, use and performance of the street.					
Caltrain Local Policy Maker Group (LPMG) – LMPG provides policy and stakeholder input to Caltrain staff on the Caltrain Modernization Program (CalMod), and Business Plan.	McCune	Hurt	Last Thurs of Month 6-8 pm		(650) 508-6493
SBWMA (South Bay Waste Management Authority – “RethinkWaste”) - RethinkWaste, also known as the South Bayside Waste Management Authority (SBWMA), is a joint powers authority formed by eleven local government jurisdictions in San Mateo County, California. The agency provides oversight, support and management of service providers that collect, process, recycle and dispose of materials on behalf of RethinkWaste agencies.	McCune	Hurt	4th Thursdays, 2:00 p.m., San Carlos		Public Works Director
Peninsula Clean Energy (PCE) - Peninsula Clean Energy is a community-controlled, not-for-profit, joint powers agency formed as a Community Choice Aggregation (CCA) program by San Mateo County and all 20 of its cities and towns in 2016 and joined by the City of Los Banos in 2020.	McCune	Mates	4th Thursdays 6:30 p.m.		City Manager

Home For All Initiative - The mission of Home for All initiative is to establish a climate in San Mateo County where a diversity of housing is produced and preserved so that San Mateo County is a culturally, generationally, and economically diverse community with housing for all. Home for All SMC is a collaborative initiative comprised of the County of San Mateo, local governments, school districts, community-based organizations, faith-based organizations, advocacy groups and businesses.	Mates	Latimerlo	As Needed		City Manager
San Mateo Consolidated Fire Department - established January 2019 The department was formed by the establishment of a Joint Powers Authority (JPA) and represents the merger of fire departments in San Mateo, Foster City, and Belmont. The Board of Directors for the Department is comprised of a Council member from each partner city.	Mates	McCune	Quarterly		City Manager

THESE APPOINTMENTS ARE MADE BY THE CITY SELECTION COMMITTEE (Council of Cities):		
Association of Bay Area Governments Regional planning agency for land use, housing, environmental quality, and economic development	Local Agency Formation Commission (LAFCO) Authority over all reorganizations & boundary changes within County	Bay Area Air Quality Management District Works to reduce air contaminants within the District
Metropolitan Transportation Commission (MTC) Reviews applications for state & federal	California Identification System (Cal-ID) Determine the placement of Random-	Peninsula Corridor Joint Powers Board (Caltrain)

transportation funds, maintains regional transportation plan for Bay Area	Access Network equipment within the County	Set policy for operation of Peninsula Commute Service
Community Development Committee	Supplemental Law Enforcement Oversight Committee Review Supplemental Law Enforcement Service Fund expenditures	Domestic Violence Council Evaluate efforts to reduce domestic violence, raise public awareness and collect statistics
San Mateo County Transit District (SamTrans)	San Mateo County Transportation Authority (SAMTAC)	HEART (Housing Endowment and Regional Trust) Board

THESE APPOINTMENTS ARE MADE THROUGH C/CAG:		
2020 Peninsula Gateway Corridor	Airport Land Use Committee (ALUC)	Bicycle and Pedestrian Advisory Committee (BPAC)
Congestion Management Program and Environmental Quality Committee (CMEQ)	Congestion Management Program Technical Advisory Committee (TAC)	
National Pollutant Discharge Elimination Technical Advisory Committee (NPDES) -	Integrated Waste management (SWAC)	Utilities Sustainability Task Force (USTF)